



City Council Agenda 08/07/2018

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on August 7, 2018 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. Legislative Prayer

3. Pledges

4. Proclamations/Recognitions

- a. Proclamation of August as Breastfeeding Awareness Month
- b. Recognition of the 2018 campaign of the United Way of the Concho Valley

5. 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.

6. Consent Agenda

- a. Consider approving the July 17, 2018 City Council regular meeting minutes (Kendrick)
- b. Consider approving Buyboard Contract #521-16 from Freightliner of Austin (Austin, TX) in the amount of \$377,389 budgeted in Fiscal Year 2018 for the purchase of one sewer vacuum truck, and authorizing the City Manager to execute any related documents (Kramer)
- c. Consider approving Buyboard Contract #524-17 from Paradigm Traffic Systems, Inc. (Houston, TX) in the amount of \$119,250 budgeted in FY2018 for the purchase of Centrac's Advance Traffic Management System (ATMS) controllers and authorizing the City Manager or designee to execute any related documents (Hohensee)
- d. Consider approving Buyboard Contract #534-17 from Texas Highway Products (Round Rock, TX) in the amount of \$125,307 budgeted in FY2018 for the purchase of Gridsmart Cameras and authorizing the City Manager or designee to execute any related documents (Hohensee)
- e. Consider approving Buyboard Contract #524-17 from Paradigm Traffic Systems, Inc. (Houston, TX) in the amount of \$75,000 budgeted in FY2018 for the purchase of Alpha Battery Backup Systems and authorizing the City Manager or designee to execute any related documents (Hohensee)

- f. Consider a resolution ratifying the plan update for 1115 Waiver Funds from the Texas Health and Human Services Commission to continue providing sexually transmitted disease clinic health care services at the COSA-TGC Health Department which requires the City to contribute 40% Intergovernmental Transfer (IGT) Funds (Match Funds) over a four year period beginning FY2017/2018; ratifying previous acceptance of funds; authorizing acceptance of 1115 Waiver Funds for FY2017/2018 through FY2020/2021, if awarded; authorizing the City to pay the IGT Funds (Match Funds); and, authorizing the City Manager to execute any related documents (Villarreal)
- g. Consider approving the extension of bid WU-06-15 Industrial Electrical Services to Mike Verfurth Electric (San Angelo, TX) and Bunyard Hasty Electric Inc. (San Angelo, TX) for two years in the amount of \$100,000 per year (Overstreet)
- h. Consider approval to pay Midwest Employers Casualty Company \$45,348 policy extension premium for Excess Workers' Compensation insurance through 12/31/2018. This premium is budgeted in the current fiscal year (Hagen)
- i. Consider resolution approving annual re-certification for Galilee Community Development Corporation as a Community Housing Development Organization (CHDO) (Salas)
- j. Consider a resolution adopting the August 2018 Purchasing Policy (Blake)
- k. Consider a resolution authorizing the City Manager, or his designee, to execute a 96-square foot aerial easement for proposed new awnings and exterior lighting on an existing building to encroach upon rights-of-way along the east side of 28 N. Chadbourne St (James)
- l. Second reading of ordinance approving Case CP18-04, an amendment to the Comprehensive Plan, changing the Future Land Use designation from "Industrial" to "Neighborhood Center," being 5 acres located at 4001 S. Chadbourne St (James)
- m. Second reading of ordinance approving Case Z18-06, a rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily (RM-1) Zoning District, being 5 acres located at 4001 S. Chadbourne St (James)
- n. Second reading of an ordinance for the abandonment of a 4,897.17-square foot portion of the Harbor Court public right-of-way (James)
- o. Second reading of an ordinance amending the budget for the fiscal year October 1, 2017 through September 30, 2018 for capital projects, grants, reimbursements, and donations (Dierschke)

7. Regular Agenda

- a. Presentation of the biannual report from Downtown San Angelo, Inc. - (Presentation made by DSA Executive Director Del Velasquez)

- b. Consider the following resolutions:
 - 1. Awarding RFQ AP-01-18 Professional Services- Airport Planning Services to Centurion Planning & Design, LLC in the amount of \$826,334 for Task Order 1, budgeted for purchase FY2018, and authorizing the City Manager to execute any related documents
 - 2. Ratifying the Grant Application made to the Federal Aviation Administration for an updated Airport Master Plan and Layout Plan; accepting the maximum grant award up to \$743,700; and authorizing the City Manager to execute any related documents - (Presentation made by Interim Airport Director Mitch Sprunger)
- c. Public hearing and first reading of an ordinance to change "Harbor Court" to "Ener Tel Way" over the complete 325-foot length of the street's right-of-way, beginning at West Avenue N and continuing south to the cul-de-sac terminus - (Presentation made by Planning & Development Services Director Jon James)
- d. First reading of an ordinance deleting and replacing Chapter 10, "Traffic Controls", Article 10.01 "General Provisions", Section 10.01.014 "Bicycle Lanes" of the Code of Ordinances, City of San Angelo, Texas, providing for severability, and providing for an effective date - (Presentation made by City Engineer Russell Pehl)
- e. Consider a record vote to propose a property tax rate and discussion regarding the Fiscal Year 2018-2019 budget preparation - (Presentation made by Tina Dierschke)

8. Closed Session

- a. Section 551.072 Deliberations about Real Property regarding 703 S. Chadbourne

9. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various board nominations:
 - Airport Advisory Board:** Dr. Joseph Rallo (Mayor) to an unexpired term ending October 2020
 - Civic Events Advisory Board:** Del Velasquez (Mayor) to a first term ending December 2020
 - Parks & Recreation Advisory Board:** Steve Hampton (SMD6) to an unexpired term ending December 2019
 - TIRZ Board:** Casey Barrett (SMD1/TIRZ South) to a second term ending July 2020, Greg Gayler (SMD2/TIRZ North) to a first full-term ending July 2020, Dudra Butler (SMD4/TIRZ North) to a second term ending July 2020, Jim Cummings (Mayor) to a first full-term ending July 2020
- c. Announcements and consideration of Future Agenda Items

10. 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 2nd day of August 2018, at 10:52 a.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.

Proclama ti

Research estimates that if 90 percent of U.S. families breastfed exclusively for the critical first six months of a child's life, the nation would prevent nearly 1,000 infant deaths and avoid \$13 billion per year in economic losses.

Breastfeeding is one of the greatest investments that communities and families can make in the lives and futures of their children, thus enhancing the long-term strength of society.

Breastfeeding has been found to be cost-effective, along with being a saver of babies' lives, a reducer of later health risks such as diabetes and obesity, an abating factor for a mother's risk of breast and ovarian cancer, a healthier start to a child's life, and a boost to a child's education, which translates into greater productivity and higher earnings as an adult.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim August 2018, as

National Breastfeeding Month

in San Angelo, Texas, and call upon all citizens to unite under this year's theme, Breastfeeding: A Foundation of Life, as we work together to support exclusive breastfeeding across 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 7th day of August, 2018.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

Imagine the possibilities! Donations to the 2018 United Way campaign could provide a wealth of opportunities to hundreds of children, families and the elderly here in the Concho Valley.

Imagine all children, including those from low-income families, receiving high-quality, affordable day care in a learning environment while their parents work or attend school. Or youngsters enrolled in an after-school program in which they get tutoring and guidance to ensure their success in school and in life.

Imagine a safe haven for battered women in our community; a place where victims of domestic violence can summon the inner-strength and receive skills they need to rebuild their lives one step at a time.

Imagine a place where veterans and their families can receive mental health services, substance abuse treatment and outreach during their times of crisis.

Imagine the work these and other agency programs supported by the United Way of the Concho Valley can accomplish through your donations. If we can imagine a world filled with possibilities, we can create it.

The City of San Angelo supports the United Way. We ask that you do the same.

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

The United Way of the Concho Valley

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

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 7th day of August, 2018.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, July 17, 2018

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:33 a.m. on Tuesday, July 17, 2018, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Legislative Prayer

An invocation was provided by Council Member Tommy Hiebert.

3. Pledges

The pledges were led by Aubrey Groves (daughter of City Videographer Brian Groves).

4. Proclamations/Recognitions

The Public Information Office was recognized for winning three awards at the state conference of the Texas Association of Municipal Information Officers.

5. Public Comment

Chamber of Commerce representatives Michael Looney and Bruce Partain presented Assistant City Manager Michael Dane with an award for his support of the Chamber and its mission.

6. Consent Agenda

- a. Approval of the June 19, 2018 City Council regular meeting minutes
- b. Adoption of a resolution authorizing the donation of salvaged lighting to the San Angelo Soccer Association and finding a public purpose for the donation (Pg. 251, 2018-078)
- c. Adoption of a resolution for the release of a part of a twenty foot wide drainage easement that was recorded as part of the 2nd Replat in Section 2, T.J.A.K. Addition for property located at 1806 Harbor Ct (Pg. 252, 2018-079)
- d. Approval of authorizing the sale of the following Lake Nasworthy properties to current residential lot leaseholders for the appraised values and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the properties:
 1. 1623 Canal Rd (\$26,734)
 2. 1710 Shad Rd (\$70,749)
 3. 2145 Hillside Dr (\$96,900)
 4. 2217 Hillside Dr (\$99,200)
 5. 2890 Red Bluff Cir (\$109,400)
 6. 6421 Lincoln Park Rd W (\$27,840)

- 7. 6442 Lincoln Park Rd W (\$23,658)
- 8. 2366 Fisherman's Rd (\$67,593)
- e. Declaration of the following vacant properties surplus and disposing of said surplus properties under published RFB No. RE-01-18 for the highest sealed bid and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the surplus properties by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and ground water rights:
Tract One: Lots 12, 13 & 14, Block 15, Angelo Heights Addition; being 618, 622 & 626 Elm St
Tract Two: Lots 3 and 4, Block 15, Angelo Heights Addition; being 607 and 609 Locust St
Tract Three: 13,175 square feet of land North of Lot 14, Block 15, Angelo Heights Addition
Tract Four: 8,810 square feet of land North of Lot 1, Block 15, Angelo Heights Addition
- f. Second reading and adoption of an ordinance granting to Atmos Energy Corporation, a Texas and Virginia corporation, a franchise to construct, maintain, and operate pipelines and equipment in the City of San Angelo, Tom Green County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes (Pg. 254, 2018-080)
- g. Second reading and adoption of an ordinance for Case SU18-01, a Special Use to allow for the placement of a manufactured home on a 2.5-acre property zoned Ranch and Estate (R&E) located at 5333 S Gas Plant Rd (Pg. 263, 2018-081)

Motion: Council Member DeWitt made a motion, seconded by Council Member Hiebert, to approve the consent agenda, as presented. The motion carried unanimously (6) ayes to (0) nays.

7. Regular Agenda

- a. Public hearing and postponement of first reading for:
 - 1. An amendment to the zoning ordinance creating a new Section 212 River Corridor District Overlay Zone, Downtown District Overlay Zone, and Cultural District Overlay Zone and establishing standards for development within these zones; Creating a new Section 309 River Corridor District Overlay Zone, Section 310 Downtown District Overlay zone, and Section 311 Cultural District Overlay Zone and identifying their purpose, applicability and review procedures; Rezoning properties along the Concho River to apply the River Corridor Overlay Zoning District; Rezoning properties generally located north of Neff's Way, east of South David St, south of Houston Harte, and west of N Emerick St to apply the Downtown Overlay Zoning District; and Rezoning properties generally located North of East Highland Blvd, East of Rust St, South of Bakers St and West of Hill St to apply the cultural overlay zoning district.
 - 2. An amendment to the zoning ordinance revising the standards in Section 211 "Historic Overlay Zone" and Section 308 "HO – Historic Overlay Zone" to clarify when a Certificate of Appropriateness is required; amending Section 12.04.017 "River Corridor Area," of the City Code of Ordinances, replacing the "River Corridor" sign review area with the new "River Corridor District," "Downtown District," and "Cultural District" overlays; and repealing Article 12.06, River Corridor Development Ordinance, the Old Town District and boundary map (Z10-14), and Section 12.04.018 "Fort Concho Historic District"
 - 3. An amendment to the zoning ordinance revising Section 301 "Establishment of Districts" by providing designations for River Corridor, Downtown, and Cultural District Overlay Zones - (Presentation made by Planning & Development Services Director Jon James)
- Several citizens spoke in opposition of the item.

Consensus: This item was postponed to the August 21, 2018 City Council Meeting

- b. Adoption of a resolution and public hearing approving the 2018 Annual Action Plan for use of CDBG and HOME grant funds and authorizing City Manager to execute the applications, required certifications, related documents and annual funding agreement for the allocation of \$699,822 of CDBG and \$338,495 HOME grant funds and \$55,000 in program income - (Presentation made by Neighborhood Services Director Bob Salas) **(Pg. 265, 2018-082)**

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

- c. Adoption of a resolution enacting Drought Level I of the City's Water Conservation/Drought Contingency Plan - (Presentation made by Water Utilities Director Allison Strube) **(Pg. 266, 2018-083)**

Citizen Steve Hampton expressed concern.

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

- d. Approval of the development of a volunteer program by the Water Utilities Department to be known as "conserve-a-spot", providing for the beautification of selected parcels of city land through restoration, landscaping and regular maintenance that implement water-wise practices, including adoption of a written program policy and volunteer agreement and release, in a form approved by the City Attorney - (Presentation made by Water Utilities Analyst Paulina Levy)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve item 7d, as presented. The motion carried unanimously (6) ayes to (0) nays.

- e. Second reading and adoption of an ordinance amending Chapter 10 "Traffic Control," Article 10.03 "Operation of Motor Vehicles", Section 10.03.035 "Lake Nasworthy and Twin Buttes", by amending the speed limit on a portion of Camper Rd around Spring Creek Marina from 20 mph to 10 mph - (Presentation made by Parks and Recreation Director Carl White) **(Pg. 267, 2018-084)**

Citizen Steve Hampton expressed concern.

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to adopt the ordinance. The motion carried (5) ayes to (1) nays, with Council Member Gonzales casting the dissenting vote.

- f. Approval of a rental agreement with The Vessel Church for six months use of some of the rental spaces at Santa Fe Crossing Senior Center on Sundays for church services with a monthly rental rate of \$1,150 (discounted, due to multiple use, from the approved fee schedule of \$1,680 a month) and authorizing the City Manager to negotiate and execute all related documents - (Presentation made by Parks and Recreation Director Carl White)

Citizen Justin Smith provided clarification on the item.

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

- g. First reading and public hearing of ordinances approving:

1. Case CP18-04, an amendment to the Comprehensive Plan, changing the Future Land Use designation from "Industrial" to "Neighborhood Center," being 5 acres located at 4001 S Chadbourne St
2. Case Z18-06, a rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily (RM-1) Zoning District, being 5 acres located at 4001 S Chadbourne St - (Presentation made by Planning & Development Services Director Jon James)

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

- h. Public hearing and approval of first reading of an ordinance for the abandonment of a 4,897.17-square foot portion of the Harbor Court public right-of-way - (Presentation made by Planning & Development Services Director Jon James)

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

- i. Adoption of a resolution related to the Chadbourne Street project RFQ for Professional Services to complete construction documents in phases - (Presentation made by Assistant City Manager Rick Weise) **(Pg. 269, 2018-085)**

Motion: Council Member Hiebert made a motion, seconded by Council Member Carter, to adopt the resolution, with Council Members Harry Thomas, Lucy Gonzales and Mayor Brenda Gunter to be listed on the resolution. The motion carried unanimously (6) ayes to (0) nays.

- j. First public hearing and approval of an ordinance amending the budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018, for capital projects, grants, reimbursements, and donations - (Presentation made by Finance Director Tina Dierschke)

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

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

No action was taken on this item.

8. Closed Session

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

- a. Section 551.072 Deliberations about Real Property regarding:
 1. City Farm leases
 2. Block 15, Angelo Heights Addition
 - ~~3. 703 S. Chadbourne~~
- b. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding:

1. Water rights and contracts for Lake Nasworthy
2. Operational agreement for the Santa Fe Golf Course

9. Follow Up and Administrative Issues

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

No action was taken on this item.

- ~~b. Consider adjusting all City of San Angelo Development Corporation appointments in alignment with the ordinance approved June 19, 2018:~~

~~Edward Carrasco (SMD1) to a first term ending February 2020~~

~~William Dendle (SMD2) to a first term ending February 2020~~

~~Aaron Padilla (SMD3) to a first term ending February 2020~~

~~John Bariou Jr. (SMD4) to a first term ending February 2020~~

~~David Cummings (SMD5) to a first term ending February 2020~~

~~Oscar Casillas (SMD6) to a first term ending February 2020~~

~~Todd Kolls (Mayor) to a first term ending February 2020~~

This item was not discussed.

- c. Announcements and consideration of Future Agenda Items

No announcements were made.

10. Adjournment

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

There being no further business, the meeting was adjourned at 12:37 p.m.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Consider approving Buyboard Contract #521-16 from Freightliner of Austin (Austin, TX) in the amount of \$377,389 budgeted in Fiscal Year 2018 for the purchase of one sewer vacuum truck, and authorizing the City Manager to execute any related documents (Kramer)

Summary/History:

Buyboard pricing was requested for the purchase of one sewer vacuum truck to be utilized within the Sewer Collections Division. This equipment is vital to the maintenance and repair of the City's sewer infrastructure. Currently, this Division utilizes two of these trucks performing daily tasks. With the increased demand of equipment to perform vacuum functions for repair of sewer lines, this truck, if approved, will be added to this Division's assignment. This purchase is to be made through Freightliner of Austin as they are the truck dealer associated with the vacuum body builder, VacCon.

A total of five vendors were contacted while researching viable options for this purchase. All five demonstrated their equipment to the Fleet Services and Sewer Collections staff. VacCon proved to be the best value for the City, in both the initial purchase and continued support, which includes water pump repair and quarterly inspections at no cost for five years.

Financial Impact:

Staff recommends approval of Buyboard Contract #521-16 from Freightliner of Austin (Austin, TX) in the amount of \$377,389, budgeted in FY18 for the purchase of one sewer vacuum truck.

Other Information/Recommendation:

Staff recommends approval of Buyboard Contract #521-16 from Freightliner of Austin (Austin, TX) in the amount of \$377,389, budgeted in FY18 for the purchase of one sewer vacuum truck.

Attachments:

- | | |
|---|--|
| 1. San Angelo Freightliner of Austin Buyboard Quote
VacCon 71218 | San Angelo Freightliner of Austin Buyboard Quote VacCon
71218.xls |
|---|--|

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Lance Overstreet	Approved



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME CITY OF SAN ANGELO		TELEPHONE 325-481-2727	
ADDRESS 72 W COLLEGE AVE.		CITY SAN ANGELO	STATE TX
		ZIP CODE 76903	

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR 2018	MAKE FREIGHTLINER	MODEL/BODY 114SD	VIN ORDER	LICENSE PLATE
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A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

MILEAGE:

QUOTE EXPIRES 8-11-18

BUY BOARD CONTRACT #521-16

CHASSIS SELLING PRICE

\$ 103,677.00

VAC CON V V211HEN/1500 L H A

\$ 269,429.00

CUMMINS PLAN1 5 YR./150K MILE WITH AFTERTREATMEN

\$ 3,310.00

5 YR./UNLIMITED MILE ALLISON WARRANTY

\$ 573.00

BUY BOARD FEE

\$ 400.00

CUSTOMER SIGNATURE

SALESMAN SIGNATURE KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN
		LICENSE PLATE	

MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN
		LICENSE PLATE	

		TOTAL	\$ 377,389.00
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:		Documentary Fee	N/A
ADDRESS:		Federal Excise Tax	N/A
		TOTAL SALE PRICE	\$ 377,389.00
DATED: LIEN AMOUNT \$		Payoff on Trade	
DRAFT FOR \$		Ext. Service Agreement	
DRAFT THRU:		Less Deposit	
ADDRESS:		Total Balance Due	\$ 377,389.00

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Dusty Hohensee, Traffic Operations Superintendent, Traffic Operations, 325-657-4377

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Consider approving Buyboard Contract #524-17 from Paradigm Traffic Systems, Inc. (Houston, TX) in the amount of \$119,250 budgeted in FY2018 for the purchase of Centracs Advance Traffic Management System (ATMS) controllers and authorizing the City Manager or designee to execute any related documents (Hohensee)

Summary/History:

On January 1, 2017, Council approved the purchase of the initial 60 traffic system controller for our Centracs Project. This current purchase of the remaining 45 controllers will complete that project and bring all COSA traffic signals into our central management system. Our Centracs Software allows Traffic Operation's staff to monitor, troubleshoot and address traffic signal issues remotely. In doing so, we are able to efficiently maintain staffing levels.

Financial Impact:

Purchases in the amount of \$119,250 budgeted for purchase Fiscal Year 2018 through the Buyboard Purchasing Cooperative contract #524-17.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------|-------------|
| 1. | 23088LS | 23088LS.pdf |
|----|---------|-------------|

Presentation:

Approvals/Reviews:

Dusty Hohensee	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



9001 Jameel, Suite 130 Houston, TX 77040
713-864-7545– fax 713-864-7588
www.paradigmtraffic.com

QUOTATION

TO: City of San Angelo
1729-A St Ann St.
San Angelo, TX 76905
attn: Dusty Hohensee
ph: 325-657-4377
fax: Dustin.Hohensee@cosatx.us

RFQ: BuyBoard Contract # 524-17
Public Safety, Fire House Supply Equipment
Traffic Signals
512-467-0222 ph
800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
7/5/18	LS	45-60 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q23088LS
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	45	Econolite Cobalt 2100 Controller w/ TS-2 Type 1 to Type 2 Adapter Cable				\$2,650.00	\$119,250.00
		NOTE: Purchase Orders MUST be processed through WWW.BUYBOARD.COM					
					TOTAL		\$119,250.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me.
This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Lance Shannon
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Dusty Hohensee, Traffic Operations Superintendent, Traffic Operations, 325-657-4377

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Consider approving Buyboard Contract #534-17 from Texas Highway Products (Round Rock, TX) in the amount of \$125,307 budgeted in FY2018 for the purchase of Gridsmart Cameras and authorizing the City Manager or designee to execute any related documents (Hohensee)

Summary/History:

This Gridsmart Camera purchase would be a continuation of our department's effort to transition all outdated inductive loop detection on signalized intersections into video detection. The new video detection allows for signal actuation, traffic data collection and intersection monitoring. The Gridsmart system allows for City Staff to install and maintain video detection at intersections from outside the roadway, with minimal traffic disruption, creating a more efficient traffic signal system and safer working conditions.

Financial Impact:

Purchases in the amount of \$125,307, budgeted for purchase in Fiscal Year 2018 through the Buyboard purchasing cooperative contract #534-17.

Other Information/Recommendation:

Attachments:

1. Quote Q-1805719 San Angelo (Gridsmart®) for City of San Angelo 7_18_2018 Quote Q-1805719 San Angelo (Gridsmart®) for City of San Angelo 7_18_2018.pdf

Presentation:

Approvals/Reviews:

Dusty Hohensee	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681

Phone: (512) 255-7633 Fax: (512) 255-7634

www.trafficsignals.com

QUOTE

Q-1805719

DATE: 07/10/2018

ACCOUNT:

San Angelo, City of
1729 Saint Ann Street
San Angelo, TX 76905

PREPARED FOR:

Dustin Hohenses
Email: dustin.hohenses@cosatx.us
Phone: (325) 657-4377
Fax:

PREPARED BY:

Darold Cherry
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
San Angelo (Gridsmart®)	Best Way	FOB Destination		Net 30

ITEM #	PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	Gridsmart® Single Camera / Dual Processor Fish-Eye Camera System	Gridsmart® Single Camera / Dual Processor Fish-Eye Camera System	5	\$13,275.00	\$66,375.00
2	GS-3-CAM	Gridsmart camera	5		
3	GS-3-GS2 Processor	GridSmart GS2 Processor	5		
4	GS-2-TS2-OPT	TS2 (SLDC) I/O Controller for GS2 Processor	5		
5	GS-3-EPM	Ethernet protection board. Processor to cam.	5	\$85.00	\$425.00
6	GS-3-SMC-H	Smart Connect - Quick Connect & Junction Box	5	\$350.00	\$1,750.00
7	GS-3-A84	84" 90 degree mounting arm pole	5	\$125.00	\$625.00
8	Gridsmart® Single Camera / Dual Processor Fish-Eye Camera System	Gridsmart® Single Camera / Dual Processor Fish-Eye Camera System	4	\$13,275.00	\$53,100.00
9	GS-3-CAM	Gridsmart camera	4		
10	GS-3-GS2 Processor	GridSmart GS2 Processor	4		
11	GS-2-TS1-OPT	TS1 I/O Controller for GS2 Processor	4		
12	GS-3-TS1	TS1 Cables	4	\$198.00	\$792.00
13	GS-3-EPM	Ethernet protection board. Processor to cam.	4	\$85.00	\$340.00
14	GS-3-SMC-H	Smart Connect - Quick Connect & Junction Box	4	\$350.00	\$1,400.00
15	GS-3-A84	84" 90 degree mounting arm pole	4	\$125.00	\$500.00
				Subtotal	\$125,307.00
				Tax	\$0.00
				Shipping	
				ORDER TOTAL	\$125,307.00

Note: BUYBOARD PROPOSAL NO. 534-17, HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS -Prices on quote reflect the 10% buyboard discount and you may take an additional 5% for quantity discount.



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681

Phone: (512) 255-7633 Fax: (512) 255-7634

www.trafficsignals.com

QUOTE

Q-1805719

DATE: 07/10/2018

ACCOUNT:

San Angelo, City of
1729 Saint Ann Street
San Angelo, TX 76905

PREPARED FOR:

Dustin Hohenses
Email: dustin.hohenses@cosatx.us
Phone: (325) 657-4377
Fax:

PREPARED BY:

Darold Cherry
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
San Angelo (Gridsmart®)	Best Way	FOB Destination		Net 30

QUOTES ARE VALID FOR 90 DAYS. PLEASE CONTACT US TO VERIFY PRICING IF YOUR QUOTE IS OLDER THAN 90 DAYS. PURCHASER TO VERIFY ALL QUANTITIES PRIOR TO PLACING ORDER.

THANK YOU FOR YOUR BUSINESS!

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Dusty Hohensee, Traffic Operations Superintendent, Traffic Operations, 325-657-4377

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Consider approving Buyboard Contract #524-17 from Paradigm Traffic Systems, Inc. (Houston, TX) in the amount of \$75,000 budgeted in FY2018 for the purchase of Alpha Battery Backup Systems and authorizing the City Manager or designee to execute any related documents (Hohensee)

Summary/History:

The Traffic Operations Division is installing Battery Backup Systems on select signalized intersections to maintain signal operation during power outages. Without battery backup, traffic signals become inoperable during electrical outages. This creates a safety hazard for vehicle and pedestrian traffic within an uncontrolled intersection, as well as a burden on police personnel to manually direct traffic at key intersections. The addition of these systems will provide uninterrupted service to traffic signal operations during down times.

Financial Impact:

Purchases in the amount of \$75,000 budgeted for Fiscal Year 2018 through the Buyboard purchasing cooperative contract #524-17.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------|-------------|
| 1. | 23089LS | 23089LS.pdf |
|----|---------|-------------|

Presentation:

Approvals/Reviews:

Dusty Hohensee	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



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QUOTATION

TO: City of San Angelo
1729-A St Ann St.
San Angelo, TX 76905
attn: Dusty Hohensee
ph: 325-657-4377
fax: Dustin.Hohensee@cosatx.us

RFQ: BuyBoard Contract # 524-17
Public Safety, Fire House Supply Equipment
Traffic Signals
512-467-0222 ph
800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
7/5/18	LS	45-60 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q23089LS
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	15	Alpha Novus 2000 Battery Back Up w/ S6 Enclosure Includes 4 Gel Cell Batteries and an Alpha Guard Battery Balancing Unit NOTE: Purchase Orders MUST be processed through WWW.BUYBOARD.COM				\$5,000.00	\$75,000.00
					TOTAL		\$75,000.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me.
This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Lance Shannon
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Consider a resolution ratifying the plan update for 1115 Waiver Funds from the Texas Health and Human Services Commission to continue providing sexually transmitted disease clinic health care services at the COSA-TGC Health Department which requires the City to contribute 40% Intergovernmental Transfer (IGT) Funds (Match Funds) over a four year period beginning FY2017/2018; ratifying previous acceptance of funds; authorizing acceptance of 1115 Waiver Funds for FY2017/2018 through FY2020/2021, if awarded; authorizing the City to pay the IGT Funds (Match Funds); and, authorizing the City Manager to execute any related documents (Villarreal)

Summary/History:

The San Angelo-Tom Green County Health Department desires to continue to provide sexually transmitted disease clinic health services to the at-risk and Medicaid, low-income and uninsured populations, and seeks to continue receiving 1115 Waiver funds from the Centers for Medicare and Medicaid Services through the Texas Health and Human Services Commission by updating its portion of the Regional Health Partnership Plan. The Regional Health Partnership is comprised of 13 counties - Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, and Tom Green.

Because the original City Council Resolution of December 4, 2012 specifically defines a four year period in which the Health Department would be authorized to receive and provide Intergovernmental Transfer (IGT) dollars (local match dollars), we are seeking approval to extend our involvement in the Regional Health Partnership, the 1115 Waiver, and the ability to provide the needed IGT as long as CMS makes 1115 Waiver funds available and / or as long as the Health Department can continue to provide the needed IGT funds.

The initial waiver was approved by CMS (Centers for Medicare and Medicaid Services) through September 30, 2016, and an initial extension was granted through December 31, 2017, as the State of Texas waited to see if an additional period of funding would be granted by CMS. An additional 5 year extension was granted on December 21, 2017. With that said, each Performing Provider participating in 1115 Waiver programming, the Health Department being one of them, must collaborate with the Regional Health Partnership (RHP) to update plans that were originally developed in 2012 to continue to improve patient care for low-income populations in the RHP. Based on recent communication, level funding will be available this year and the next; the following two years will see a yet to be determined reduction in funding; the final year of the project period will come with no funding.

As a provider of sexually transmitted disease health clinic services, the Health Department has documented the following number of patient Encounters during the 1115 Waiver project period FY14 through the 3rd quarter of FY18; these encounter numbers do not include any follow-up or duplicate visits.

of In-House Clinic Encounters: 2695

of Outreach Encounters: 1956

of Positive Cases Identified:

Gonorrhea: 201

Chlamydia: 520

Syphilis: 31

HIV 16

of Patients & Contacts treated: 940

Financial Impact:

The Nursing Division currently receives approximately \$100,000 in general fund transfers yearly as part of the Budget process. These dollars are used as the Intergovernmental Transfer (IGT) funds as match dollars for the 1115 Waiver funding. The use of nursing's general fund dollars has not committed any additional City funding for this programming.

As a result, the City has received approximately \$563,000 to be utilized for the Health Departments provision of sexually transmitted disease clinic health services to the at-risk and Medicaid, low-income, and uninsured populations. This program allows for continued access to care, improved quality of care, and enhanced health of our at-risk and low-income population.

Based on feedback from Health and Human Services Commission (HHSC), the Health Department has continued to meet all required measurements upon submittal of our reports and support documentation. Valuation is given to each of those metrics and measurements by the HHSC and our IGT and payment is based on that valuation and communicated to us by HHSC. HHSC has allowed unused dollars to effectively be carry-forwarded for future years programming.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------------------|--|
| 1. | 1115 Waiver_RESO_FINAL_12_4_2012 | 1115 Waiver_RESO_FINAL_12_4_2012.pdf |
| 2. | 18-422_HS_1115 WAIVER_RESO_07-17-18 | 18-422_HS_1115 WAIVER_RESO_07-17-18.docx |

Presentation:

No

Approvals/Reviews:

Sandra Villarreal	Created/Initiated
Sandra Villarreal	Approved
Rick Weise	Approved
Tina Dierschke	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION BY THE SAN ANGELO CITY COUNCIL RATIFYING THE APPLICATION FOR 1115 WAIVER FUNDS IN THE AMOUNT OF \$960, 000.00.00 FROM THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION TO ESTABLISH A SEXUALLY TRANSMITTED DISEASE CLINIC AT THE CITY OF SAN ANGELO-TOM GREEN COUNTY HEALTH DEPARTMENT WHICH REQUIRES THE CITY TO CONTRIBUTE A FORTY PERCENT (40%) MATCH IN FUNDS IN AN AMOUNT OF \$400,000.00 OVER A FOUR (4) YEAR PERIOD BEGINNING FY 2013; AND AUTHORIZING THE CITY TO ACCEPT SUCH 1115 WAIVER FUNDS BEGINNING FY 2013 AND CONTINUING THROUGH FY 2016, IF AWARDED, AND AUTHORIZING THE CITY TO PAY THE MATCH IN THE AMOUNT OF \$400, 000.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AND RELATED DOCUMENTS

WHEREAS, on or about November 12, 2012, the City of San Angelo ("City") applied for 1115 Waiver Funds from the Texas Health and Human Services Commission ("1115 Waiver") in the amount of \$960, 000.00, to be used to carry establish a sexually transmitted disease clinic ("STD Clinic Project") at the San Angelo-Tom Green County Health Department; and,

WHEREAS, said 1115 Waiver requires City to contribute a match of a forty percent (40%) in funds in the amount of \$400, 000.00 over a four (4) year period beginning FY 2013 for said STD Clinic Project;

WHEREAS, said 1115 Waiver will permit City to accomplish the public purpose of controlling and treating sexually transmitted diseases in San Angelo, Tom Green County, Texas by establishing said STD Clinic Project.

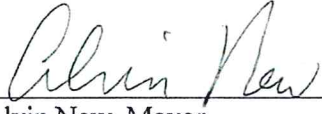
WHEREAS, ratification of said 1115 Waiver application, acceptance of said 1115 Waiver funds in the amount of \$960, 000.00, authorization for payment by City of said forty percent (40%) Match in the amount of \$400,000.00 over a four (4) year period beginning FY 2013 for said STD Clinic Project; and authorization for City Manager to execute any necessary and related documents is required by City Council.

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

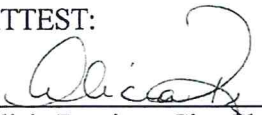
That the application for Texas Health and Human Services Commission 1115 Waiver Funds for \$960, 000.00, to establish a sexually transmitted disease clinic ("STD Clinic Project") at the San Angelo-Tom Green County Health Department is hereby ratified and the 1115 Waiver Funds in the amount of \$960,000.00, if awarded, is hereby accepted, with the City being authorized to pay a forty percent (40%) match in the amount of \$400,000.00 over a four (4) year period beginning FY 2013 for said STD Clinic Project. The City Manager is hereby authorized to execute any necessary and related documents for implementing and carrying out such 1115 Waiver Funds project.

PASSED and APPROVED THIS 17th DAY OF December, 2012.

CITY OF SAN ANGELO, TEXAS


Alvin New, Mayor

ATTEST:


Alicia Ramirez, City Clerk

APPROVED AS TO CONTENT


Sandra Villarreal
Health Services Manager

APPROVED AS TO FORM


Lysia H. Bowling
City Attorney

A RESOLUTION BY THE SAN ANGELO CITY COUNCIL RATIFYING THE PLAN UPDATE FOR 1115 WAIVER FUNDS FROM THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION TO CONTINUE TO PROVIDE SEXUALLY TRANSMITTED DISEASE CLINIC HEALTH CARE SERVICES AT THE CITY OF SAN ANGELO-TOM GREEN COUNTY HEALTH DEPARTMENT WHICH REQUIRES THE CITY TO CONTRIBUTE FORTY PERCENT INTERGOVERNMENTAL TRANSFER (IGT) FUNDS (MATCH) OVER A FOUR (4) YEAR PERIOD BEGINNING FISCAL YEAR 2017/2018; RATIFYING PREVIOUS ACCEPTANCE OF FUNDS; AUTHORIZING ACCEPTANCE OF 1115 WAIVER FUNDS FOR FISCAL YEAR 2017/2018 THROUGH FISCAL YEAR 2020/2021, IF AWARDED; AUTHORIZING THE CITY TO PAY THE INTERGOVERNMENTAL TRANSFER (IGT) FUNDS (MATCH); AND, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AND RELATED DOCUMENTS

WHEREAS, , the City of San Angelo ("City") applied for and was granted 1115 Waiver Funds from the Texas Health and Human Services Commission ("1115 Waiver") for a four year period from fiscal year 2013/2014, and desires to re-apply for continuation of 1115 Waiver Funds for an additional four year period commencing fiscal year 2017/2018, to continue the Sexually Transmitted Disease Clinic Health Care Services("STD Clinic Project") at the San Angelo-Tom Green County Health Department; and,

WHEREAS, award of 1115 Waiver funds requires City to contribute Intergovernmental Transfer (IGT) Funds (match) of forty percent (40%) over a four (4) year period beginning FY 2017/2018, said reimbursements and IGT (match) being credited to and charged against budgeted Health Services Department funds; and,

WHEREAS, continuation of 1115 Waiver funds for the STD Clinic Project will serve the public purpose of controlling and treating sexually transmitted diseases in San Angelo and Tom Green County, Texas;

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

1. The City ratifies acceptance of the Texas Health and Human Services Commission 1115 Waiver Funds received pursuant to the four year grant commencing fiscal year 2013/2014.
2. The City Manager or his designee is hereby authorized to ratify the plan update for Texas Health and Human Services Commission 1115 Waiver Funds for four years commencing fiscal year 2017/2018, to continue the San Angelo-Tom Green County Health Department Sexually Transmitted Disease Clinic Health Services ("STD Clinic Project")
3. The City Manager or his designee is authorized to accept 1115 Waiver Funds if awarded, and to make payment of the required forty percent (40%) IGT (match) out of Health Services Department budgeted funds.

4. The City Manager is authorized to execute any necessary and related documents for implementing and carrying out such 1115 Waiver Funds project.

PASSED and APPROVED THIS 17th day of July, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Sandra Villarreal
Health Services Manager

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lance Overstreet, Assistant Water Utilities Director, Water Utilities, 325-657-4201

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Consider approving the extension of bid WU-06-15 Industrial Electrical Services to Mike Verfurth Electric (San Angelo, TX) and Bunyard Hasty Electric Inc. (San Angelo, TX) for two years in the amount of \$100,000 per year (Overstreet)

Summary/History:

In July 2015 the city solicited bids from (11) local contractors. Bids were received and 3 contractors selected from that original process. The contract was for 3 years to provide 24/7 industrial instrumentation and control services with (2) one year options to extend. The original proposal had two sections

Section "A" Industrial Electrical - Bunyard Hasty

Section "B" Instrumentation and Controls - Mike Verfurth

Financial Impact:

This item is budgeted in fiscal year 2018-2019.

Other Information/Recommendation:

Recommend approval of exercising option year one and extending contract to year four.

Attachments:

- | | | |
|----|--------------------------------|------------------------------------|
| 1. | Mike Verfurth Electric v3 | Mike Verfurth Electric v3.pdf |
| 2. | Bunyard Hasty Electric Inc. v3 | Bunyard Hasty Electric Inc. v3.pdf |

Presentation:

Approvals/Reviews:

Lance Overstreet	Created/Initiated
Allison Strube	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**PROFESSIONAL SERVICES AGREEMENT
INDUSTRIAL ELECTRICAL SERVICES
RFB WU-06-15**

This Professional Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and Mike Verfurth, d/b/a Mike Verfurth Electric ("Secondary Provider"), effective as of the 7th day of July, 2015.

RECITAL

A. City issued a Request for Bids No. WU-06-15 Water Utilities Industrial Electrical Services ("RFB WU-06-15"), for professional industrial electrical services ("Services") on City owned equipment and Secondary Provider's response thereto ("Response") has been selected as the most qualified Response for the provision of Services; and, Secondary Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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

C. On July 7, 2015, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

D. Secondary Provider's representative executing this Agreement on behalf of Secondary Provider has full and complete authority of Secondary Provider's governing body to bind Secondary Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Secondary 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 three (3) years commencing on the Effective Date hereof.

3. **OPTION TO EXTEND:** City shall, at its sole discretion, have two (2) options to extend the term hereof under the same terms, conditions and compensation for additional one (1) year periods, based on a finding by City that the exercise of the option is in City's best interest, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended term does not exceed two (2) years.

4. **SCOPE OF SERVICE:**

A. Secondary Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit "A"** attached hereto, and made a part of this Agreement for all purposes. Neither City nor Secondary Provider shall subcontract Services under this Agreement.

B. Secondary 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 manner described in Contract Documents.

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

A. The amount of compensation payable by City to Secondary Provider shall be based on the rates and schedules described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement. In no event shall compensation exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) per year for the initial three (3) year term, or any extension thereof.

B. Unless otherwise specifically provided in **Exhibit "B"**, payment shall be made within thirty (30) days after receipt of Secondary Provider's invoice, which 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.

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:

- RFB WU-06-15
- Secondary Provider's Response

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

1. This Professional Services Agreement;
2. RFQ WU-06-15 (Exhibit "D");
3. Secondary Provider's Response (Exhibit "E")

7. **OWNERSHIP OF DOCUMENTS:** Secondary Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Secondary Provider or which is otherwise obtained or prepared by Secondary Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of City. Secondary Provider 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.

8. **AUDIT AND INSPECTION RIGHTS:**

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

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

9. **AWARD OF AGREEMENT:** Secondary 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.

10. **PUBLIC RECORD:** Secondary 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 disclosure under applicable law. Secondary Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

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

12. INDEMNIFICATION AND INSURANCE. Secondary Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Secondary Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnitees, or any of them or (ii) the failure of Secondary Provider to comply with any of the paragraphs herein or the failure of Secondary Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Secondary 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 Secondary Provider, or any of its sub-

providers, as provided above, for which Secondary 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 Secondary Provider to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own gross negligence or willful misconduct.

13. **INSURANCE:** Secondary 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 Secondary 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. 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 Secondary Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

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

Secondary 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.

Secondary Provider shall cause each subprovider and sub-subprovider of Secondary Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Secondary Provider shall require subproviders and sub-subproviders to furnish copies of certificates of

insurance to Secondary Provider's Risk Manager evidencing coverage for each subprovider and sub-provider.

If, in the judgment of City, prevailing conditions warrant the provision by Secondary Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Secondary 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 Secondary Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Secondary Provider shall be deemed in default of this Agreement.

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

15. RESOLUTION OF CONTRACT DISPUTES: Secondary Provider understands and agrees that all disputes between Secondary 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. Secondary 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 Secondary Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Secondary Provider's Request within the thirty (30) days of receipt of Secondary Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Secondary Provider's Request, the Official shall notify Secondary Provider the date upon which a decision shall be issued. Submission of Secondary Provider's Request for determination of the dispute is a condition precedent to Secondary 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

Secondary Provider's written Request for determination, whichever occurs first, Secondary Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Secondary 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 Secondary 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 Secondary 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. Secondary Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Secondary Provider or stopping Work is specifically allowed under the laws of the State of Texas. Secondary 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.

16. 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 Secondary Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Secondary Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Secondary 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 Secondary Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Secondary Provider and Secondary Provider shall reimburse to City all amounts received by Secondary Provider under this Agreement.

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

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

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

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

TO CITY:

City of San Angelo
Attn: Greg Gilbert, Superintendent
1956 Saint Ann St.
San Angelo, Texas 76903
Phone: (325) 657-4299

TO PROVIDER:

Mike Verfurth Electric Co.
Attn: Mike Verfurth, Owner
3312 Foster St.
San Angelo, Texas 76903
Phone: (325) 653-9271

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

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

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

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

23. **INDEPENDENT CONTRACTOR:** Secondary 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, Secondary 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. Secondary Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Secondary Provider, and agrees to provide workers' compensation insurance for any employee or agent of Secondary 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:** Secondary Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFB WU-06-15.

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

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

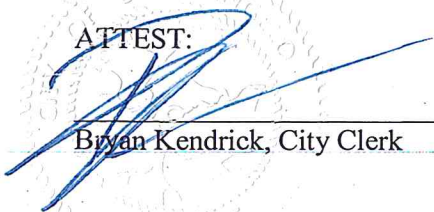
[Signature Page to Follow]

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"
CITY OF SAN ANGELO,
a municipal corporation of the State of Texas

By: 
Daniel Valenzuela, City Manager

ATTEST:


Bryan Kendrick, City Clerk

"Provider"
MIKE VERFURTH, d/b/a MIKE VERFURTH
ELECTRIC CO.

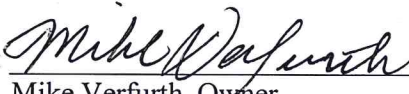
By: 
Mike Verfurth, Owner

EXHIBIT "A"
SCOPE OF SERVICES

A. Basic Services:

The City of San Angelo is soliciting quotes for electrical work. The work shall be on equipment owned by the City of San Angelo. The work shall include new installation, repair and renovations of industrial and commercial equipment along with distribution systems, control systems and instrumentation. Control work shall include, but not be limited to, variable frequency drives, programmable logic controllers, flow meters, turbidity meters, pressure transducers, multiple pump control systems, motors and control valves. Locations of the work shall include, but not be limited to, all water treatment plants, water reclamation facilities, water pump stations, sewer lift stations, sewer grinders, river pumps and dams. All work and materials shall be in accordance with and meet all applicable federal, state and City codes.

B. Response Times:

1. Non-Emergency Work:

The response time on non-emergency type work shall not exceed three days from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. All work shall be performed during normal business hours, unless otherwise approved by City.

2. Emergency Work:

For the purpose of this section, the City of San Angelo shall decide whether a specific situation is an emergency. The response time to the job site for any emergency repairs shall not exceed one and one half hours from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. The response time for emergency repairs shall apply 24 hours a day including weekends and holidays.

EXHIBIT "B"
COMPENSATION

Secondary Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFB WU-06-15. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

A. Industrial Electrical – Hourly Rates and parts Mark-up

Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice			
\$69.50	\$57.50	\$105.00	\$86.25	\$139.00	\$115.00	\$69.50	20%	\$127.00

B. Instrumental and Control – Hourly Rates and Parts Mark-up

Regular Hourly Rate (Technician)	Overtime Hourly Rate (Technician)	Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Technician & 1 Helper
\$79.50	\$119.25	\$159.00	\$79.50	25%	\$137.00

C. Electricians

Number of Master Electricians currently employed by your company	<u>2</u>
Number of licensed journeyman electricians currently employed by your company	<u>1</u>
Number of licensed apprentice electricians currently employed by your company	<u>0</u>

EXHIBIT "C"

SPECIAL INSURANCE RIDER

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Secondary Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Secondary 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 Secondary Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Secondary Provider's employees) and damage to property of City or others arising out of the act or omission of Secondary Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Secondary 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:

\$1,000,000.00	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 Secondary 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:

\$ 500,000.00	Each Accident Limit
---------------	---------------------

1.3 **Workers' Compensation and Employer's Liability.** If Secondary Provider hires any employees, Secondary Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Secondary 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

EXHIBIT "D"
RFB WU-06-15

(RFB WU-06-15)

CITY OF SAN ANGELO REQUEST FOR BIDS

**Water Utilities
Industrial Electrical Services**

RFB No. WU-06-15



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

SUBMITTAL DEADLINE

May 22, 2015 / 2:00 P.M., Local Time

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This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Bidders are responsible for reading the entire proposal package and complying with all specifications.

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CITY OF SAN ANGELO

PURCHASING DEPARTMENT

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

1. INTRODUCTION

1.1. General

The City of San Angelo Water Utilities Department is requesting bids for industrial electrical work. It is the City's intent to select one primary vendor and one alternate (secondary) vendor.

1.2. Bid Documents

Bid documents may be obtained in the Purchasing office located at 72 West College Avenue, San Angelo, TX, 76903 Suite 330, or online at:

- www.cosatx.us
- Bid Information (Link at bottom of the page)
- RFB Number: WU-06-15

1.3. Pre-Bid Observations

If desired, a bidder may schedule an appointment prior to bid opening to view the types of electrical systems referred to in this RFB. Appointments should be scheduled by calling the Utility Maintenance Department at 325-657-4299.

1.4. Disqualification

The bidder may be disqualified for any of the following reasons:

- The bidder is involved in any litigation against the City of San Angelo;
- The bidder is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The bidder is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

1.5. Digital Format

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

1.6. Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft Project Agreement Form included within this bid package. Please read the bold note at the top of the first page of the draft Project Agreement Form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent prior to submitting your bid.

1.7. Required Response

The City requires a response to any RFB's mailed to potential bidders. Should a company receive an RFB, but choose not to bid, then in order to remain on the City of San Angelo's Potential Bidders List you must submit a "No Bid".

1.8. No Bid Instructions

To submit a No Bid complete the No Bid Form and mail the form on or the Bid Submission deadline. Firms that do not respond may be removed from the bidders list.

1.9. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will post an addendum addressing the nature of the change on the website. Respondents should check the website or contact the Purchase Division prior to submitting a bid.

1.10. Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to Owner in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the bid documents. Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.11. Confidentiality

All bids submitted shall remain confidential. After award, bids will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the bid unless clearly identified as such.

1.12. Award of Contract

The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process. The City is an equal opportunity employer.

1.13. Acceptance of Bid Content

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

1.14. Copies Of Bid Tabulation Results

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, Bid Tabulation Request, City of San Angelo, 72 West College, San Angelo, Texas 76903. Bid tabulations may also be obtained by emailing sapurch@sanangelotexas.us. Please include the RFB number/Title in the Subject Line.



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

2. DEADLINE AND DELIVERY LOCATION

2.1. Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped, **May 22, 2015, 2:00 P.M., Local Time**. The clock located in Purchasing will be the official time.

2.2. Copies

- a. Submit one (1) **unbound** original (binder clips are acceptable) and two (2) **bound** complete copies of your bid. (Staples are acceptable for unbound original).
- b. Enclose one (1) CD or flash drive containing digital copy of Bid Sheet and all bid forms, and any supplemental documentation. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention.

2.3. Sealed Envelope Formatting

Mark in the top-left hand corner with your business name

Mark in the bottom right hand corner: **"RFB NO. WU-06-15/Industrial Electrical Services"**

2.4. Delivery Envelope Formatting

Mark delivery envelope "Sealed Bid Enclosed"

2.5 Delivery Addresses:

USPS: City of San Angelo
Purchasing Department, RFB: WU-06-15
72 West College Avenue
San Angelo, Texas 76903

Delivery Services: City of San Angelo
Purchasing Department, RFB: WU-06-15
72 West College Avenue, Suite 330
San Angelo, Texas 76903

NOTICE

It is the sole responsibility of the bidder to ensure that the properly packaged, addressed as reflected above and that it arrives at the above location by the specified deadline regardless of delivery method selected

Faxed or electronically transmitted bids will not be accepted

2.6 Points Of Contact

Darlene Luna, CTPM
Purchasing Division
City of San Angelo
72 West College Avenue
San Angelo Texas, 76903
Email: sapurch@cosatx.us
Telephone: (325) 657-4219

Greg Gilbert, Superintendent
Utility Maintenance
City of San Angelo
1956 Saint Ann St.
San Angelo Texas 76905
Email: greg.gilbert@cosatx.us
Telephone: (325) 657-4299

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

3. INSTRUCTIONS TO BIDDERS

3.1. Proposal/Bid Interpretation

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing five (5) days prior to the deadline to the **Purchasing Department, City of San Angelo, 72 West College, San Angelo, TX 76903** or by email to sapurch@cosatx.us to allow sufficient time for evaluation and reply to all prospective bidders before the submission of their bids. The bid invitation number and title must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

3.2. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

3.3. Substitutions

It is the intention of the City of San Angelo to purchase equipment similar or equal to that specified. **Variation from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each bidder, if not bidding on specified equipment, is required to furnish with his bid, a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the bid price.

3.4. Materials

The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.

3.5. Corrections, Additions, Or Deletions

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

3.6. Bid Items

Bidders are expected to examine all specifications, drawings, standard provisions, and instructions. **FAILURE** to do so will be at the bidder's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

3.7. Taxes

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

3.8. Authorized Signature

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

3.9. Modification Or Withdrawal Of Bids

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

3.10. Prices

Bidder is to quote its lowest and best price Free On Board (F.O.B.) destination on each item to shipping location in San Angelo, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. Bids must be firm, however if a bidder believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

3.11. Delivery Date

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

3.12. Default In Delivery

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Purchasing Department who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

3.13. Delivery Times

Deliveries will be accepted only during normal working hours, i.e.; 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hours notice to the Receiving Department is required to eliminate delays in delivery.

3.14. Evaluation Factors

It is not the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City.

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods or services;
- c. the quality of the vendor's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the vendor's past relationship with the City
- f. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- g. the total long-term cost to the City to acquire the vendor's goods or services; and
- h. any other relevant factor specifically listed in the request for bids and proposals.

3.15. Partial Award

Bidders may furnish pricing for all or any portion of the bid invitation. UNLESS bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

3.16. Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

Waive any defect, irregularity, or informality in any bid or bidding procedure.

Extend the bid closing time and date.

Reissue a bid invitation or proposal.

Procure any item by other means.

Increase or decrease the quantity specified, unless the bidder specifies otherwise.

Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.

Consider and accept an alternate bid as provided herein when most advantageous to the City.

Extend any contract when most advantageous to the City.

The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

3.17. Submission Of Bids

Sealed bids are to be returned by the closing time and date stated in the Deadlines and Delivery Options Section. Faxed or electronic submitted bids will not be accepted.

3.18. Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time

3.19. Late Bids

Bids received after the advertised closing time and date regardless of the mode of delivery, will be refused and returned unopened.

3.20. Acceptance

Acceptance of bidder's offer will be in the form of a purchase order or contract.

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

4. TERMS AND CONDITIONS

4.1. Seller To Package Goods

The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- A. Seller's name and address.
- B. Consignee's name and address
- C. Purchase Order or purchase release number, and the supply agreement number if applicable.
- D. Container number and total number of containers, e.g., box 1 of 4 boxes.
- E. The number of the container bearing the packing slip. Seller shall pay cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4.2. Shipment Under Reservation Prohibited

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

4.3. Title & Risk Of Loss

The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.

4.4. Delivery Terms And Transportation Charges

F.O.B. destination unless delivery terms are specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

4.5. No Replacement Of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Seller will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

4.6. Place Of Delivery

The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency". The terms of this agreement are "no arrival, no sale".

4.7. Invoices & Payments

Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after or at the time of each delivery. Invoices shall indicate the **purchase order** or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department.

**Water Utilities Department
City of San Angelo
72 West College Avenue
San Angelo, TX 76903**

Payment may be withheld, without penalty, by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City. The invoice will not be considered valid until all documentation is received.

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City.

Do not include Federal Excise, State, or City Sales Tax.

4.8. Gratuities

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities were offered from an agent or representative of the Seller to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Seller in providing such gratuities.

4.9. Special Tools & Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

4.10. Warranty-Price

The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than seller's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4.11. Warranty-Product

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions.

4.12. Safety Warranty

Seller warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.

4.13. No Warranty By City Against Infringements

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Seller will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

4.14. Right Of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

4.15. Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

4.16. Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to seller of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

4.17. Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

4.18. Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by Seller be valid without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.19. Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

4.20. Modifications

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

4.21. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

4.22. Applicable Law

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

4.23. Advertising

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

4.24. Right To Assurance

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

4.25. Equal Employment Opportunity

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

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

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer. The City

reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

4.26. Conflict Of Interest

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

4.27. Legal Venue

San Angelo, Tom Green County, Texas

4.28. Funds – Price

The seller submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City.

4.29. Claims For Overcharges

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

4.30. Contract Term

This contract will be for three (3) years from the date awarded by the City Council, with two (2) options to extend contract for an additional one (1) year term each. The Contract Option to Renew will be automatic, unless written notice is tendered to the contrary by either party, three (3) months in advance of the Contract renewal date. City Council approval shall not be required as long as the total extended terms do not exceed two (2) years.

4.31. Escalation

Pricing must be firm for the initial term of three (3) years from the date of award by the City Council. However, if the vendor must increase the price after the first term, due to circumstances beyond their control, they must notify the Contract Administrator, three (3) months prior to the Contract renewal date regarding a proposed price increase. This Escalation request must be in writing, giving justification for the increase. The vendor will be limited to one price increase annually during any renewal term of the contract. Acceptance of the Price Escalation is at the full discretion of the City Manager or his designee. If no agreement is reached, the City has the right to terminate the contract

4.32. Cooperative Purchasing

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



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

5. DRAFT SERVICE AGREEMENTS

PROFESSIONAL SERVICES AGREEMENT

RFB No. WU-06-15

This Non-Exclusive Services Agreement ("Agreement") is entered into this ____ day of _____, 2015 (but effective as of _____) by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a _____ ("Provider" or "Primary Provider").

RECITAL

A. City issued a Request for Bid No. WU-06-15 Water Utilities Industrial Electrical Services ("RFB WU-06-15"), for professional industrial electrical services ("Services") on City owned equipment, and Provider's bid ("Bid"), in response thereto, has been selected as the most qualified Bid for the provision of Services.

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

C. On _____, 2015, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

TERMS:

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. RFB WU-06-15 and Bid ("Contract Documents") are hereby incorporated and made a part of this Agreement and attached hereto as **Exhibit "A"**.

2. **TERM:** The term of this Agreement shall be three (3) years commencing on the effective date hereof.

3. **OPTION TO EXTEND:** City shall, at its sole discretion, have two (2) options to extend the term hereof for additional, one (1) year periods, based on a finding that the exercise of the option is in the City's best interest, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended term does not exceed two (2) years.

4. **SCOPE OF SERVICE:**

A. Primary Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth herein in **Exhibit "A"** attached hereto, which by this reference is incorporated into and made a part of this Agreement.

B. City shall have the right to outsource Services to Secondary Provider at its sole discretion, for situations which may include the following: where City determines Primary Provider cannot respond in a timely manner, cannot fulfill its contractual obligations or when the workload warrants. Neither City nor Primary Provider shall subcontract Services under this Agreement.

C. Primary 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 payment of permit fees, occupational licenses, etc., 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 manner described in Contract Documents.

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

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

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

6. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of City. Provider 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.

7. **AUDIT AND INSPECTION RIGHTS:**

A. City may, at reasonable times, and for a period of not less than five (5) 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 five (5) 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 goods or Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in Exhibit "A" and the contract documents, if applicable. 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. **FILING 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 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 AND INSURANCE.** See Section 28. hereunder, Special Indemnification and Insurance Rider, Exhibit "C", which is attached hereto and incorporated herein for all purposes.

12. **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.

13. **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. The 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 the Agreement in accordance with the provisions contained in the Agreement. Should the dispute fail to reach resolution through the submission of Provider'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 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 the 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.

14. 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.

15. 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.

16. 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.

17. 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: Bill Riley, Director of
Water Utilities
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-4209

TO PROVIDER:

Phone: _____

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

19. **MISCELLANEOUS PROVISIONS:**

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

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

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

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise

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

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

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

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

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

21. **INDEPENDENT CONTRACTOR:** 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.

22. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is

subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

23. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby reaffirms all of the representations contained in this Agreement and RFB WU-06-15.

24. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits hereto, to all of the exhibits, provisions, requirements, 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 of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

25. **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.

26. **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.

27. **INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of services hereunder, provided,

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

28. **SPECIAL INSURANCE AND INDEMNIFICATION RIDER:** Please initial if applicable. Special Indemnification and Insurance Rider, Exhibit "C", attached hereto and incorporated herein for all purposes.

[Signature Page to Follow]

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.

“City”

**CITY OF SAN ANGELO, a municipal corporation
of the State of Texas**

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

“Provider”

By: _____
_____, _____

ATTEST:

Secretary

EXHIBIT “A”

RFB WU-06-15

AND

BID

EXHIBIT "B"

COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFB WU-06-15, if applicable. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to City an annual 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.

2.0 REIMBURSEMENT FOR EXPENSES

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

EXHIBIT "C"

SPECIAL INSURANCE AND INDEMNIFICATION RIDER

1. INDEMNIFICATION

- 1.1 GENERAL INDEMNIFICATION.** Provider agrees to indemnify, defend, and hold City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of Provider or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of Provider, its agents or employees, or the joint negligence of Provider and any other entity, as a consequence of its execution or performance of this Agreement or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Provider hereunder. This indemnification shall survive the term of this Agreement as long as any liability could be asserted. Nothing

herein shall require Provider to indemnify, defend, or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.

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

1.3 RETROACTIVE APPLICATION. The indemnity provided for in this Agreement shall extend not only to claims and assessments occurring during the term of this Agreement but retroactively to claims and assessments which may have occurred during the term of previous agreements between City and Provider.

2. INSURANCE

2.1 GENERAL CONDITIONS. The following conditions shall apply to all insurance policies obtained by Provider for the purpose of complying with this Agreement.

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

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and

employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 Waiver of Subrogation. 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.

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

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

2.1.6 Subcontractors' Insurance. Provider shall cause each Sub-Contractor and Sub-Sub-Contractor of Provider to purchase and maintain insurance of the types and in the amounts specified below. Provider shall require Sub-contractors and Sub-Sub-Contractors to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each Sub-Contractor and Sub-Sub-Contractor.

3. **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:

3.1 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 the 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:

\$1,000,000.00	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)

3.2 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:

\$ 500,000.00	Each Accident Limit
---------------	---------------------

3.3 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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN CITY OF SAN ANGELO, TEXAS

AND _____

RFB WU-06-15

APPROVED AS TO CONTENT:

Julia Antilley, Purchasing Manager

APPROVED AS TO CONTENT:

Bill Riley, Director of Water Utilities

APPROVED AS TO FORM AND
CORRECTNESS:

Dan T. Saluri, Interim City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Marion McMinn, Risk Manager



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

6. SPECIFICATIONS

6.1 Scope

The City of San Angelo is soliciting bids for industrial electrical work. The work shall be on equipment owned by the City of San Angelo. The work shall include new installation, repair and renovations of industrial and commercial equipment along with distribution systems, control systems and instrumentation. Control work shall include, but not be limited to, variable frequency drives, programmable logic controllers, flow meters, turbidity meters, pressure transducers, multiple pump control systems, motors and control valves. Locations of the work shall include, but not be limited to, all water treatment plants, water reclamation facilities, water pump stations, sewer lift stations, sewer grinders, river pumps and dams. All work and materials shall be in accordance with and meet all applicable federal, state and city codes.

6.2 Non-Emergency Work

The response time on non-emergency type work shall not exceed three days from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. All work shall be performed during normal business hours, unless otherwise approved by the City.

6.3 Emergency Work

For the purpose of this section, the City of San Angelo shall decide whether a specific situation is an emergency. The response time to the job site for any emergency repairs shall not exceed one and one half hours from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. The response time for emergency repairs shall apply 24 hours a day including weekends and holidays.

6.4 Rates

Bids shall include regular, overtime and holiday rates if applicable. Bids shall include any special rates for control work.

6.4.1 Holidays

For the purpose of this bid, holidays are defined as New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

6.4.2 Regular Time/Overtime

Regular time shall be defined as eight (8) hours within a 24-hour period. Any work exceeding eight (8) hours within a 24-hour period may be paid as overtime only as authorized by the City.

6.5 Parts Markup

Bids shall include a "cost plus" mark up

6.6 Personnel of Contractor

- Contractor shall provide sufficient, fully qualified personnel to meet the performance requirements.
- Contractor shall replace any of its personnel whose work product is deemed unsatisfactory by the City.

6.7 Contract Term

The term of this Agreement shall be for three (3) years unless extended.

6.8 Option To Extend

The City shall have two (2) additional options to extend the term hereof for a period of one (1) year each, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended terms do not exceed two (2) years, or a period equal to the original term of this Agreement, whichever is longer.

6.9 Additional Information

Additionally, as part of the bid evaluation process, please provide on the Vendor References Sheet:

- A listing of previous jobs that you have completed with a description of the type of work performed that are similar in nature to the work as stated in the specifications. For example, water treatment plants, water reclamation facilities, water pump stations, sewer lift stations, sewer grinders, river pumps, and dams.
- References for all previous listed jobs including the contact person and a current work telephone number.
- The number of electricians currently employed by company.
- A description of your company's qualifications, including licensing.

PLEASE RETURN ALL FORMS BEYOND THIS
POINT WITH YOUR BID SUBMISSION

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7. BID FORMS

- A. Refer to Instructions to Bidders before completing Bid Sheet.
- B. The bidder is responsible for calling the City to determine if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- C. **Include Qualification Statement (Required)**
- D. Complete the Local Preference form **(If applicable)**.
- E. Complete the Suspension and Debarment form **(Required)**.
- F. **Submit the Vendor References sheet (Required)**
- G. Submit one **(1) unbound** original and two **(2)** complete copies of your bid **(Required)**
- H. Enclose one **(1)** CD or flash drive containing digital copy of Bid Sheet, all **"Require"** Bid Forms, and any supplemental documentation. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention. **(Required)**

Bid Sheet

RFB No: WU-06-15/Industrial Electrical Service

A. Industrial Electrical - Hourly Rates and Parts Mark-up

Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journey-man	Apprentice			
\$	\$	\$	\$	\$	\$	\$	%	\$

B. Instrumental and Controls - Hourly Rates and Parts Mark-up

Regular Hourly Rate (Technician)	Overtime Hourly Rate (Technician)	Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Technician & 1 Helper
\$	\$	%	\$	%	\$

C. Electricians

Number of Master Electricians currently employed by your company

Number of licensed journeyman electricians currently employed by your company

Number of licensed apprentice electricians currently employed by your company

This Form Must Be Returned With the Bid

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N: _____ Yes _____ No

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

PAYMENT VIA CITY PROCUREMENT CARD

Please Check Y/N: _____ Yes _____ No

The Purchasing Department would like Procurement Card payment as a standard method of payment for goods and services. Payment would be upon completion of work.

Authorized Signature/Contact Information

Firm Name: _____
Mailing Address: _____
City, State Zip Code: _____
Authorized Signature: _____
Print Name: _____ Date: _____
Tax ID: _____
Payment Terms: _____
Telephone: _____ FAX: _____
Email: _____

Please attach IRS form W-9

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

This Form Must Be Returned With the Bid



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
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 <http://www.window.state.tx.us/procurement/prog/hub/>

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 8/6/14)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3
Don Vardeman, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Pedro Ramirez – Director

Executive Director: Roland Peña

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

☐ Yes ☐ No

D. Describe each employment of business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

This Form Must Be Returned With the Bid

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CITY OF SAN ANGELO

PURCHASING DEPARTMENT

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

Local Preference Consideration

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

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

Local Preference Consideration DOES NOT apply to Construction Projects, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

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

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

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

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

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

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CITY OF SAN ANGELO

PURCHASING DEPARTMENT

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City: _____

Zip Code: _____

Business Type:

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

Basis For Preference (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

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

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

Authorized Representative Signature: _____

Printed Name: _____

Title: _____ Date: _____

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

Debarment and Suspension Certification

- (1) The prospective primary participant 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 participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this bid proposal.

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

This Form Must Be Returned With the Bid

Instructions for Certification

1. By signing and submitting this bid proposal, the prospective participant 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 participant 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 participant 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 participant 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 participant shall provide immediate written notice to the City of San Angelo to which this bid proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "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 participant agrees by submitting this bid 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 participant further agrees by submitting this bid 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 participant in a covered transaction may rely upon a certification of a prospective participant 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 participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 participant 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 participant 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 DEPARTMENT

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

Vendor References

Please list five (5) government and/or businesses (other than City of San Angelo) and/or business similar in scope and size who can verify the quality of service your company provides. References should be of similar size and scope of this bid.

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: _____

This Form Must Be Returned With the Bid

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE SIX

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

This Form Must Be Returned With the Bid



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas . 76903
Tel: (325) 657-4219 or 657-4220

No Bid Reply Form Bid # WU-06-15

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

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

===== ### =====

PLEASE PRINT

We wish to **Remain On ()/Deleted From ()** the list of bidders for the City of San Angelo

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

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

- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- () 7. We do not sell the items or provide the services requested.
- () 8. Other: _____

Firm _____

Signed _____

Thank you for your assistance!



CITY OF SAN ANGELO

BID TABULATION * RFB NO: WU-06-15/ 2015 Industrial Electrical* May 22, 2015 2PM

Vendor: Bunyard Hasty Electric Inc.

A. Industrial Electrical - Hourly Rates and Parts Mark-up									
Regular Hourly Rate			Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice		Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice			
\$ 60.00	\$ 40.00	\$	90.00	\$ 60.00	\$	90.00	\$ 60.00	3	35%
									75

B. Instrumental and Controls - Hourly Rates and Parts Mark-up					
Regular Hourly Rate (Technician)	Overtime Hourly Rate (Technician)	Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark- up %	Technician & 1 Helper
NO BID	NO BID	NO BID		NO BID	NO BID

C. Electricians

Number of Master Electricians currently employed by your company 2

Number of licensed journeyman electricians currently employed by your company 3

Number of licensed apprentice electricians currently employed by your company 5

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N: Yes

PAYMENT VIA CITY P-CARD ? Yes

Vendor: Patriot Automation & Control LLC

A. Industrial Electrical - Hourly Rates and Parts Mark-up								
Regular Hourly Rate		Overtime Hourly Rate		Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice			
\$ 55.00	\$ 32.00	\$ 82.50	\$ 48.00	\$ 82.50	\$ 48.00	3		\$ 87.00
								*Plus truck, Trailer, tools, etc.

B. Instrumental and Controls - Hourly Rates and Parts Mark-up							
Regular Hourly Rate (Technician)		Overtime Hourly Rate (Technician)		Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark- up %	Technician & 1 Helper
\$ 105.00		\$ 157.50		\$ 82.50		%	\$ 137.00
**Plus truck, Trailer, tools, etc.							

C. Electricians

Number of Master Electricians currently employed by your company 3

Number of licensed journeyman electricians currently employed by your company 8

Number of licensed apprentice electricians currently employed by your company 48

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N: No

PAYMENT VIA CITY P-CARD ? No

Vendor: Mike Verfurth Electric

A. Industrial Electrical - Hourly Rates and Parts Mark-up								
Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark- up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice			
\$ 69.50	\$ 57.50	\$ 105.00	\$ 86.25	\$ 139.00	\$ 115.00	\$ 69.50	20%	\$ 127.00

B. Instrumental and Controls - Hourly Rates and Parts Mark-up					
Regular Hourly Rate (Technician)	Overtime Hourly Rate (Technician)	Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark- up %	Technician & 1 Helper
\$ 79.50	\$ 119.25	\$ 159.00	\$ 79.50	25%	\$ 137.00

C. Electricians

Number of Master Electricians currently employed by your company 2

Number of licensed journeyman electricians currently employed by your company 1

Number of licensed apprentice electricians currently employed by your company 0

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N: Yes

PAYMENT VIA CITY P-CARD ? Yes

Vendor: INDECO Industrial Electric **Bid turned in 5/26/15 - ineligible for consideration

A. Industrial Electrical - Hourly Rates and Parts Mark-up							
Regular Hourly Rate	Overtime Hourly Rate		Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark- up %	Average price/Hr 1 Journeyman & 1 Helper
	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice			
Ineligible to Open/ Bid delivered 5/25/15							

B. Instrumental and Controls - Hourly Rates and Parts Mark-up					
Regular Hourly Rate (Technician)	Overtime Hourly Rate (Technician)	Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark- up %	Technician & 1 Helper
Ineligible to Open/ Bid delivered 5/26/15					

C. Electricians

Number of Master Electricians currently employed by your company 0

Number of licensed journeyman electricians currently employed by your company 0

Number of licensed apprentice electricians currently employed by your company 0

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N: NA

PAYMENT VIA CITY P-CARD ? NA

Requests for Bids were sent to:		
Bryant Electric Co	San Angelo	TX
Bunyard Hasty Elect Inc	San Angelo	TX
Electrical By Deb	San Angelo	TX
Five Star Electric	Miles	TX
Indeco Industrial Electric	San Angelo	TX
Jett Electric	San Angelo	TX
Mike Verfurth Electric	San Angelo	TX
Patriot Automation and C	San Angelo	TX
RM Electrical	San Angelo	TX
Three Rivers Electric Co.	San Angelo	TX
Automation & Control Inc	San Angelo	TX

EXHIBIT “E”
RFB WU-06-15

(Provider’s Response to RFB WU-06-15))



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

VERFURTH

7. BID FORMS

- Refer to Instructions to Bidders before completing Bid Sheet.
- The bidder is responsible for calling the City to determine if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- Include Qualification Statement (Required)**
- Complete the Local Preference form (If applicable).
- Complete the Suspension and Debarment form (Required).
- Submit the Vendor References sheet (Required)**
- Submit one (1) **unbound** original and two (2) complete copies of your bid (Required)
- Enclose one (1) CD or flash drive containing digital copy of Bid Sheet, all "Require" Bid Forms, and any supplemental documentation. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention. (Required)

Bid Sheet RFB No: WU-06-15/Industrial Electrical Service

A. Industrial Electrical - Hourly Rates and Parts Mark-up

Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice			
\$ 69.50	\$ 57.50	\$ 105.00	\$ 86.25	\$ 139.00	\$ 115.00	\$ 69.50	20%	\$ 127.00

B. Instrumental and Controls - Hourly Rates and Parts Mark-up

Regular Hourly Rate (Technician)	Overtime Hourly Rate (Technician)	Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Technician & 1 Helper
\$ 79.50	\$ 119.25	\$ 159.00	\$ 79.50	25%	\$ 137.00

C. Electricians

Number of Master Electricians currently employed by your company
Number of licensed journeyman electricians currently employed by your company
Number of licensed apprentice electricians currently employed by your company

2
1
0

This Form Must Be Returned With the Bid

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N: ☒ Yes ☐ No

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

PAYMENT VIA CITY PROCUREMENT CARD

Please Check Y/N: ☒ Yes ☐ No

The Purchasing Department would like Procurement Card payment as a standard method of payment for goods and services. Payment would be upon completion of work.

Authorized Signature/Contact Information

Firm Name: Mike Verfurth Electric Co
Mailing Address: PO BOX 60948
City, State Zip Code: San Angelo, TX 76906
Authorized Signature: [Signature]
Print Name: Justin Verfurth Date: 5-19-2015
Tax ID: 32010114406
Payment Terms: Net 30
Telephone: 325-653-9271 FAX: 325-653-9176
Email: mikeverfurthelectricco@outlook.com

Please attach IRS form W-9

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

This Form Must Be Returned With the Bid



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
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 <http://www.window.state.tx.us/procurement/prog/hub/>

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 8/6/14)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3
Don Vardeman, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Pedro Ramirez - Director

Executive Director: Roland Peña

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

Mike Verforth Electric Co.

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation or business relationship.

NDDE
Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

☐ Yes ☒ No

D. Describe each employment of business relationship with the local government officer named in this section.

4.

[Signature]
Signature of person doing business with the governmental entity

5-19-2015
Date

This Form Must Be Returned With the Bid

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

Local Preference Consideration

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

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

Local Preference Consideration DOES NOT apply to Construction Projects, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

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

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

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

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

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

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

Local Preference Consideration Application

Business Name: Mike Verburgh Electric Co.
Physical Address: 3312 Foster
Mailing Address: PO Box 60948
City: San Angelo
Zip Code: 76903 PO: 7906

Business Type:

- ☐ Corporation – Indicate state of incorporation
☐ Partnership – Indicate "general" or "limited"
☒ Sole proprietorship Mike Verburgh Electric Co.

Basis For Preference (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☒ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

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

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

Authorized Representative Signature: [Signature]
Printed Name: Justin Verburgh

Title: Business Office Manager Date: 5-19-2015

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

Debarment and Suspension Certification

- (1) The prospective primary participant 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 participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this bid proposal.

Business Name

Mike Verbon Almetrie Co

Date

5-19-2015

By:

Justin Verbon BOM

Name and Title of Authorized Representative

[Signature]

Signature of Authorized Representative

This Form Must Be Returned With the Bid

Instructions for Certification

1. By signing and submitting this bid proposal, the prospective participant 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 participant 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 participant 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 participant 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 participant shall provide immediate written notice to the City of San Angelo to which this bid proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "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 participant agrees by submitting this bid 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 participant further agrees by submitting this bid 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 participant in a covered transaction may rely upon a certification of a prospective participant 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 participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 participant 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 participant 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 DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Vendor References

Please list five (5) government and/or businesses (other than City of San Angelo) and/or business similar in scope and size who can verify the quality of service your company provides. References should be of similar size and scope of this bid.

REFERENCE ONE

Government/Company Name: Hirschfeld Steel

Location: San Angelo, Texas

Contact Person and Title: Gerald Toole COE

Telephone Number: 325-653-3811

Scope of Work: Industrial Electrical Installs AND Troubleshooting

Contract Period: 20+ YEARS

REFERENCE TWO

Government/Company Name: A/O Nutrition

Location: Winters, Texas

Contact Person and Title: Ray Reiser - Plant Superintendent

Telephone Number: 325-794-4546

Scope of Work: Industrial Electrical Installs AND Troubleshooting

Contract Period: 30+ YEARS

REFERENCE THREE

Government/Company Name: James Long Lasse

Location: San Angelo, Texas / State of Texas Data Center

Contact Person and Title: Blake Mitchell COE

Telephone Number: 325-868-6011

Scope of Work: Industrial Electrical Installs AND Troubleshooting

Contract Period: 18 YEARS

This Form Must Be Returned With the Bid

REFERENCE FOUR

Government/Company Name: H. Davis Water Supply Coop.
Location: H. Davis, Texas
Contact Person and Title: Scott Adams
Telephone Number: 432-426-3441
Scope of Work: Industrial Electrical Installs / SCADA & Automation
Contract Period: 7 years

REFERENCE FIVE

Government/Company Name: City of Eden
Location: Eden, Texas
Contact Person and Title: Rodney Castleberry
Telephone Number: 325-869-2022
Scope of Work: Industrial Electrical Installs / SCADA & Automation
Contract Period: _____

REFERENCE SIX

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

This Form Must Be Returned With the Bid



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

No Bid Reply Form Bid # WU-06-15

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

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

===== ### =====

PLEASE PRINT

We wish to **Remain On** () / **Deleted From** () the list of bidders for the City of San Angelo

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

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

- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- () 7. We do not sell the items or provide the services requested.
- () 8. Other: _____

Firm _____

Signed _____

Thank you for your assistance!

**PROFESSIONAL SERVICES AGREEMENT
INDUSTRIAL ELECTRICAL SERVICES**

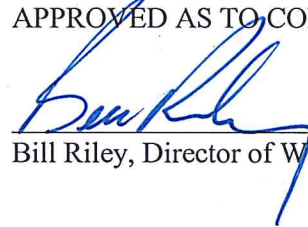
**BETWEEN
CITY OF SAN ANGELO, TEXAS
AND
MIKE VERFURTH ELECTRIC CO.
RFB WU-06-15**

APPROVED AS TO CONTENT:



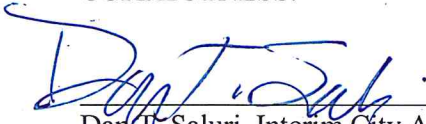
Julia Antilley, Purchasing Manager

APPROVED AS TO CONTENT:



Bill Riley, Director of Water Utilities

APPROVED AS TO FORM AND
CORRECTNESS:



Dan T. Saluri, Interim City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:



Marion McMinn, Risk Manager

**PROFESSIONAL SERVICES AGREEMENT
INDUSTRIAL ELECTRICAL SERVICES
RFB WU-06-15**

This Professional Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and Bunyard Hasty Electric, Inc., a Texas for profit corporation ("Secondary Provider"), effective as of the 7th day of July, 2015.

RECITAL

A. City issued a Request for Bids No. WU-06-15 Water Utilities Industrial Electrical Services ("RFB WU-06-15"), for professional industrial electrical services ("Services") on City owned equipment and Secondary Provider's response thereto ("Response") has been selected as the most qualified Response for the provision of Services; and, Secondary Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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

C. On July 7, 2015, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

D. Secondary Provider's representative executing this Agreement on behalf of Secondary Provider has full and complete authority of Secondary Provider's governing body to bind Secondary Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Secondary 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 three (3) years commencing on the Effective Date hereof.

3. **OPTION TO EXTEND:** City shall, at its sole discretion, have two (2) options to extend the term hereof under the same terms, conditions and compensation for additional one (1) year periods, based on a finding by City that the exercise of the option is in City's best interest, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended term does not exceed two (2) years.

4. **SCOPE OF SERVICE:**

A. Secondary Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit "A"** attached hereto, and made a part of this Agreement for all purposes. Neither City nor Secondary Provider shall subcontract Services under this Agreement.

B. Secondary 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 manner described in Contract Documents.

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

A. The amount of compensation payable by City to Secondary Provider shall be based on the rates and schedules described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement. In no event shall compensation exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) per year for the initial three (3) year term, or any extension thereof.

B. Unless otherwise specifically provided in **Exhibit "B"**, payment shall be made within thirty (30) days after receipt of Secondary Provider's invoice, which 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.

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:

- RFB WU-06-15
- Secondary Provider's Response

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

1. This Professional Services Agreement;

2. RFB WU-06-15 (Exhibit "D");

3. Secondary Provider's Response (Exhibit "E")

7. **OWNERSHIP OF DOCUMENTS:** Secondary Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Secondary Provider or which is otherwise obtained or prepared by Secondary Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of City. Secondary Provider 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.

8. **AUDIT AND INSPECTION RIGHTS:**

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

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

9. **AWARD OF AGREEMENT:** Secondary 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.

10. **PUBLIC RECORD:** Secondary 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 disclosure under applicable law. Secondary Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

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

12. INDEMNIFICATION AND INSURANCE. Secondary Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Secondary Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnitees, or any of them or (ii) the failure of Secondary Provider to comply with any of the paragraphs herein or the failure of Secondary Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Secondary 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 Secondary Provider, or any of its sub-providers, as provided above, for which Secondary 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 Secondary Provider to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own gross negligence or willful misconduct.

13. **INSURANCE:** Secondary 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 Secondary 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. 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 Secondary Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

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

Secondary 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.

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

If, in the judgment of City, prevailing conditions warrant the provision by Secondary Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Secondary 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 Secondary Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Secondary Provider shall be deemed in default of this Agreement.

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

15. **RESOLUTION OF CONTRACT DISPUTES:** Secondary Provider understands and agrees that all disputes between Secondary 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. Secondary 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 Secondary Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Secondary Provider's Request within the thirty (30) days of receipt of Secondary Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Secondary Provider's Request, the Official shall notify Secondary Provider the date upon which a decision shall be issued. Submission of Secondary Provider's Request for determination of the dispute is a condition precedent to Secondary 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 Secondary Provider's written Request for determination, whichever occurs first, Secondary Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved

through the submission of Secondary 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 Secondary 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 Secondary 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. Secondary Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Secondary Provider or stopping Work is specifically allowed under the laws of the State of Texas. Secondary 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.

16. 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 Secondary Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Secondary Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Secondary 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 Secondary Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Secondary Provider and Secondary Provider shall reimburse to City all amounts received by Secondary Provider under this Agreement.

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

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

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

TO CITY:

City of San Angelo
Attn: Greg Gilbert, Superintendent
1956 Saint Ann St.
San Angelo, Texas 76903
Phone: (325) 657-4299

TO PROVIDER:

Bunyard Hasty Electric, Inc.
Attn: Charles Hasty, President
3810 Spradberry Drive
San Angelo, Texas 76904
Phone: (325) 657-8128

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

21. **MISCELLANEOUS PROVISIONS:**

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

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

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

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable,

then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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

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

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

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

23. **INDEPENDENT CONTRACTOR:** Secondary 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, Secondary 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. Secondary Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Secondary Provider, and agrees to provide workers' compensation insurance for any employee or agent of Secondary 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:** Secondary Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFB WU-06-15.

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.

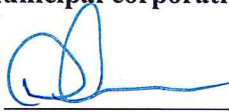
27. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations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

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

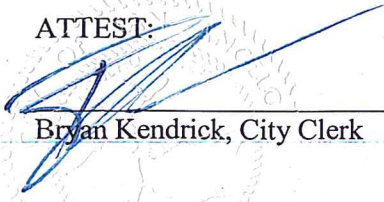
[Signature Page to Follow]

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"
CITY OF SAN ANGELO,
a municipal corporation of the State of Texas

By: 
Daniel Valenzuela, City Manager

ATTEST:


Bryan Kendrick, City Clerk

"Provider"
BUNYARD HASTY ELECTRIC, INC.,
a for profit corporation of the State of Texas

By: 
Charles Hasty, President

ATTEST:

Secretary

EXHIBIT "A"
SCOPE OF SERVICES

A. Basic Services:

The City of San Angelo is soliciting quotes for electrical work. The work shall be on equipment owned by the City of San Angelo. The work shall include new installation, repair and renovations of industrial and commercial equipment along with distribution systems, control systems and instrumentation. Control work shall include, but not be limited to, variable frequency drives, programmable logic controllers, flow meters, turbidity meters, pressure transducers, multiple pump control systems, motors and control valves. Locations of the work shall include, but not be limited to, all water treatment plants, water reclamation facilities, water pump stations, sewer lift stations, sewer grinders, river pumps and dams. All work and materials shall be in accordance with and meet all applicable federal, state and City codes.

B. Response Times:

1. Non-Emergency Work:

The response time on non-emergency type work shall not exceed three days from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. All work shall be performed during normal business hours, unless otherwise approved by City.

2. Emergency Work:

For the purpose of this section, the City of San Angelo shall decide whether a specific situation is an emergency. The response time to the job site for any emergency repairs shall not exceed one and one half hours from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. The response time for emergency repairs shall apply 24 hours a day including weekends and holidays.

EXHIBIT "B"
COMPENSATION

Secondary Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFB WU-06-15. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

A. Industrial Electrical – Hourly Rates and parts Mark-up

Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice			
\$60.00	\$40.00	\$90.00	\$60.00	\$90.00	\$60.00	3 Hours	35%	\$75.00

B. Instrumental and Control – Hourly Rates and Parts Mark-up

Regular Hourly Rate (Technician)	Overtime Hourly Rate (Technician)	Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Technician & 1 Helper
N/A	N/A	N/A	N/A	%	N/A

C. Electricians

Number of Master Electricians currently employed by your company	<u>2</u>
Number of licensed journeyman electricians currently employed by your company	<u>3</u>
Number of licensed apprentice electricians currently employed by your company	<u>5</u>

EXHIBIT "C"

SPECIAL INSURANCE RIDER

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Secondary Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Secondary 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 Secondary Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Secondary Provider's employees) and damage to property of City or others arising out of the act or omission of Secondary Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Secondary 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:

\$1,000,000.00	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 Secondary 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:

\$ 500,000.00	Each Accident Limit
---------------	---------------------

1.3 **Workers' Compensation and Employer's Liability.** If Secondary Provider hires any employees, Secondary Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Secondary 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

EXHIBIT “D”

RFB WU-06-15

(RFB WU-06-15)

CITY OF SAN ANGELO REQUEST FOR BIDS

**Water Utilities
Industrial Electrical Services**

RFB No. WU-06-15



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

SUBMITTAL DEADLINE

May 22, 2015 / 2:00 P.M., Local Time

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CITY OF SAN ANGELO

PURCHASING DEPARTMENT

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

1. INTRODUCTION

1.1. General

The City of San Angelo Water Utilities Department is requesting bids for industrial electrical work. It is the City's intent to select one primary vendor and one alternate (secondary) vendor.

1.2. Bid Documents

Bid documents may be obtained in the Purchasing office located at 72 West College Avenue, San Angelo, TX, 76903 Suite 330, or online at:

- www.cosatx.us
- Bid Information (Link at bottom of the page)
- RFB Number: WU-06-15

1.3. Pre-Bid Observations

If desired, a bidder may schedule an appointment prior to bid opening to view the types of electrical systems referred to in this RFB. Appointments should be scheduled by calling the Utility Maintenance Department at 325-657-4299.

1.4. Disqualification

The bidder may be disqualified for any of the following reasons:

- The bidder is involved in any litigation against the City of San Angelo;
- The bidder is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The bidder is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

1.5. Digital Format

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

1.6. Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft Project Agreement Form included within this bid package. Please read the bold note at the top of the first page of the draft Project Agreement Form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent prior to submitting your bid.

1.7. Required Response

The City requires a response to any RFB's mailed to potential bidders. Should a company receive an RFB, but choose not to bid, then in order to remain on the City of San Angelo's Potential Bidders List you must submit a "No Bid".

1.8. No Bid Instructions

To submit a No Bid complete the No Bid Form and mail the form on or the Bid Submission deadline. Firms that do not respond may be removed from the bidders list.

1.9. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will post an addendum addressing the nature of the change on the website. Respondents should check the website or contact the Purchase Division prior to submitting a bid.

1.10. Interpretations

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to Owner in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the bid documents. Questions received less than seven (7) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.11. Confidentiality

All bids submitted shall remain confidential. After award, bids will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the bid unless clearly identified as such.

1.12. Award of Contract

The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process. The City is an equal opportunity employer.

1.13. Acceptance of Bid Content

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

1.14. Copies Of Bid Tabulation Results

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, Bid Tabulation Request, City of San Angelo, 72 West College, San Angelo, Texas 76903. Bid tabulations may also be obtained by emailing sapurch@sanangelotexas.us. Please include the RFB number/Title in the Subject Line.



CITY OF SAN ANGELO

PURCHASING DEPARTMENT

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

2. DEADLINE AND DELIVERY LOCATION

2.1. Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped, **May 22, 2015, 2:00 P.M., Local Time**. The clock located in Purchasing will be the official time.

2.2. Copies

- a. Submit one (1) **unbound** original (binder clips are acceptable) and two (2) **bound** complete copies of your bid. (Staples are acceptable for unbound original).
- b. Enclose one (1) CD or flash drive containing digital copy of Bid Sheet and all bid forms, and any supplemental documentation. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention.

2.3. Sealed Envelope Formatting

Mark in the top-left hand corner with your business name

Mark in the bottom right hand corner: **"RFB NO. WU-06-15/Industrial Electrical Services"**

2.4. Delivery Envelope Formatting

Mark delivery envelope "Sealed Bid Enclosed"

2.5. Delivery Addresses:

USPS: City of San Angelo
Purchasing Department, RFB: WU-06-15
72 West College Avenue
San Angelo, Texas 76903

Delivery Services: City of San Angelo
Purchasing Department, RFB: WU-06-15
72 West College Avenue, Suite 330
San Angelo, Texas 76903

NOTICE

It is the sole responsibility of the bidder to ensure that the properly packaged, addressed as reflected above and that it arrives at the above location by the specified deadline regardless of delivery method selected

Faxed or electronically transmitted bids will not be accepted

2.6 Points Of Contact

Darlene Luna, CTPM
Purchasing Division
City of San Angelo
72 West College Avenue
San Angelo Texas, 76903
Email: sapurch@cosatx.us
Telephone: (325) 657-4219

Greg Gilbert, Superintendent
Utility Maintenance
City of San Angelo
1956 Saint Ann St.
San Angelo Texas 76905
Email: greg.gilbert@cosatx.us
Telephone: (325) 657-4299

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

3. INSTRUCTIONS TO BIDDERS

3.1. Proposal/Bid Interpretation

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing five (5) days prior to the deadline to the **Purchasing Department, City of San Angelo, 72 West College, San Angelo, TX 76903** or by email to sapurch@cosatx.us to allow sufficient time for evaluation and reply to all prospective bidders before the submission of their bids. The bid invitation number and title must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

3.2. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

3.3. Substitutions

It is the intention of the City of San Angelo to purchase equipment similar or equal to that specified. **Variation from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each bidder, if not bidding on specified equipment, is required to furnish with his bid, a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the bid price.

3.4. Materials

The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.

3.5. Corrections, Additions, Or Deletions

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

3.6. Bid Items

Bidders are expected to examine all specifications, drawings, standard provisions, and instructions. **FAILURE** to do so will be at the bidder's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

3.7. Taxes

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

3.8. Authorized Signature

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

3.9. Modification Or Withdrawal Of Bids

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

3.10. Prices

Bidder is to quote its lowest and best price Free On Board (F.O.B.) destination on each item to shipping location in San Angelo, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. Bids must be firm, however if a bidder believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

3.11. Delivery Date

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

3.12. Default In Delivery

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Purchasing Department who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

3.13. Delivery Times

Deliveries will be accepted only during normal working hours, i.e.; 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hours notice to the Receiving Department is required to eliminate delays in delivery.

3.14. Evaluation Factors

It is **not** the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City.

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods or services;
- c. the quality of the vendor's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the vendor's past relationship with the City
- f. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- g. the total long-term cost to the City to acquire the vendor's goods or services; and
- h. any other relevant factor specifically listed in the request for bids and proposals.

3.15. Partial Award

Bidders may furnish pricing for all or any portion of the bid invitation. **UNLESS** bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

3.16. Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

Waive any defect, irregularity, or informality in any bid or bidding procedure.

Extend the bid closing time and date.

Reissue a bid invitation or proposal.

Procure any item by other means.

Increase or decrease the quantity specified, unless the bidder specifies otherwise.

Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.

Consider and accept an alternate bid as provided herein when most advantageous to the City.

Extend any contract when most advantageous to the City.

The City reserves the right to award multiple contracts based on low bids for individual items or groups of similar items.

3.17. Submission Of Bids

Sealed bids are to be returned by the closing time and date stated in the Deadlines and Delivery Options Section. Faxed or electronic submitted bids will not be accepted.

3.18. Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time

3.19. Late Bids

Bids received after the advertised closing time and date regardless of the mode of delivery, will be refused and returned unopened.

3.20. Acceptance

Acceptance of bidder's offer will be in the form of a purchase order or contract.

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

4. TERMS AND CONDITIONS

4.1. Seller To Package Goods

The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- A. Seller's name and address.
- B. Consignee's name and address
- C. Purchase Order or purchase release number, and the supply agreement number if applicable.
- D. Container number and total number of containers, e.g., box 1 of 4 boxes.
- E. The number of the container bearing the packing slip. Seller shall pay cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4.2. Shipment Under Reservation Prohibited

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

4.3. Title & Risk Of Loss

The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.

4.4. Delivery Terms And Transportation Charges

F.O.B. destination unless delivery terms are specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

4.5. No Replacement Of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Seller will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

4.6. Place Of Delivery

The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency". The terms of this agreement are "no arrival, no sale".

4.7. Invoices & Payments

Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after or at the time of each delivery. Invoices shall indicate the **purchase order** or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department.

**Water Utilities Department
City of San Angelo
72 West College Avenue
San Angelo, TX 76903**

Payment may be withheld, without penalty, by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City. The invoice will not be considered valid until all documentation is received.

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City.

Do not include Federal Excise, State, or City Sales Tax.

4.8. Gratuities

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities were offered from an agent or representative of the Seller to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Seller in providing such gratuities.

4.9. Special Tools & Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

4.10. Warranty-Price

The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than seller's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4.11. Warranty-Product

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions.

4.12. Safety Warranty

Seller warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.

4.13. No Warranty By City Against Infringements

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Seller will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

4.14. Right Of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

4.15. Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

4.16. Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to seller of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

4.17. Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

4.18. Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by Seller be valid without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.19. Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

4.20. Modifications

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

4.21. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

4.22. Applicable Law

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

4.23. Advertising

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

4.24. Right To Assurance

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

4.25. Equal Employment Opportunity

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

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

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer. The City

reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

4.26. Conflict Of Interest

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

4.27. Legal Venue

San Angelo, Tom Green County, Texas

4.28. Funds – Price

The seller submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City.

4.29. Claims For Overcharges

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

4.30. Contract Term

This contract will be for three (3) years from the date awarded by the City Council, with two (2) options to extend contract for an additional one (1) year term each. The Contract Option to Renew will be automatic, unless written notice is tendered to the contrary by either party, three (3) months in advance of the Contract renewal date. City Council approval shall not be required as long as the total extended terms do not exceed two (2) years.

4.31. Escalation

Pricing must be firm for the initial term of three (3) years from the date of award by the City Council. However, if the vendor must increase the price after the first term, due to circumstances beyond their control, they must notify the Contract Administrator, three (3) months prior to the Contract renewal date regarding a proposed price increase. This Escalation request must be in writing, giving justification for the increase. The vendor will be limited to one price increase annually during any renewal term of the contract. Acceptance of the Price Escalation is at the full discretion of the City Manager or his designee. If no agreement is reached, the City has the right to terminate the contract

4.32. Cooperative Purchasing

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



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

5. DRAFT SERVICE AGREEMENTS

PROFESSIONAL SERVICES AGREEMENT

RFB No. WU-06-15

This Non-Exclusive Services Agreement ("Agreement") is entered into this ____ day of _____, 2015 (but effective as of _____) by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a _____ ("Provider" or "Primary Provider").

RECITAL

A. City issued a Request for Bid No. WU-06-15 Water Utilities Industrial Electrical Services ("RFB WU-06-15"), for professional industrial electrical services ("Services") on City owned equipment, and Provider's bid ("Bid"), in response thereto, has been selected as the most qualified Bid for the provision of Services.

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

C. On _____, 2015, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

TERMS:

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. RFB WU-06-15 and Bid ("Contract Documents") are hereby incorporated and made a part of this Agreement and attached hereto as **Exhibit "A"**.

2. **TERM:** The term of this Agreement shall be three (3) years commencing on the effective date hereof.

3. **OPTION TO EXTEND:** City shall, at its sole discretion, have two (2) options to extend the term hereof for additional, one (1) year periods, based on a finding that the exercise of the option is in the City's best interest, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended term does not exceed two (2) years.

4. **SCOPE OF SERVICE:**

A. Primary Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth herein in **Exhibit "A"** attached hereto, which by this reference is incorporated into and made a part of this Agreement.

B. City shall have the right to outsource Services to Secondary Provider at its sole discretion, for situations which may include the following: where City determines Primary Provider cannot respond in a timely manner, cannot fulfill its contractual obligations or when the workload warrants. Neither City nor Primary Provider shall subcontract Services under this Agreement.

C. Primary 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 payment of permit fees, occupational licenses, etc., 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 manner described in Contract Documents.

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

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

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

6. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of City. Provider 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.

7. **AUDIT AND INSPECTION RIGHTS:**

A. City may, at reasonable times, and for a period of not less than five (5) 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 five (5) 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 goods or Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in Exhibit "A" and the contract documents, if applicable. 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. **FILING 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 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 AND INSURANCE.** See Section 28. hereunder, Special Indemnification and Insurance Rider, Exhibit "C", which is attached hereto and incorporated herein for all purposes.

12. **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 procurement of Services, including consequential and incidental damages.

13. **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. The 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 the Agreement in accordance with the provisions contained in the Agreement. Should the dispute fail to reach resolution through the submission of Provider'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 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 the 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.

14. 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.

15. 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.

16. 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.

17. 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: Bill Riley, Director of
Water Utilities
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-4209

TO PROVIDER:

Phone: _____

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

19. **MISCELLANEOUS PROVISIONS:**

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

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

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

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise

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

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

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

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

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

21. **INDEPENDENT CONTRACTOR:** 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.

22. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is

subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

23. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby reaffirms all of the representations contained in this Agreement and RFB WU-06-15.

24. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits hereto, to all of the exhibits, provisions, requirements, 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 of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

25. **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.

26. **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.

27. **INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of services hereunder, provided,

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

28. **SPECIAL INSURANCE AND INDEMNIFICATION RIDER:** Please initial if applicable. Special Indemnification and Insurance Rider, Exhibit "C", attached hereto and incorporated herein for all purposes.

[Signature Page to Follow]

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.

“City”

**CITY OF SAN ANGELO, a municipal corporation
of the State of Texas**

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

“Provider”

By: _____
_____, _____

ATTEST:

Secretary

EXHIBIT “A”

RFB WU-06-15

AND

BID

EXHIBIT "B"

COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFB WU-06-15, if applicable. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to City an annual 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.

2.0 REIMBURSEMENT FOR EXPENSES

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

EXHIBIT "C"

SPECIAL INSURANCE AND INDEMNIFICATION RIDER

1. INDEMNIFICATION

1.1 GENERAL INDEMNIFICATION. Provider agrees to indemnify, defend, and hold City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of Provider or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of Provider, its agents or employees, or the joint negligence of Provider and any other entity, as a consequence of its execution or performance of this Agreement or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Provider hereunder. This indemnification shall survive the term of this Agreement as long as any liability could be asserted. Nothing

herein shall require Provider to indemnify, defend, or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.

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

1.3 RETROACTIVE APPLICATION. The indemnity provided for in this Agreement shall extend not only to claims and assessments occurring during the term of this Agreement but retroactively to claims and assessments which may have occurred during the term of previous agreements between City and Provider.

2. INSURANCE

2.1 GENERAL CONDITIONS. The following conditions shall apply to all insurance policies obtained by Provider for the purpose of complying with this Agreement.

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

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and

employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 Waiver of Subrogation. 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.

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

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

2.1.6 Subcontractors' Insurance. Provider shall cause each Sub-Contractor and Sub-Sub-Contractor of Provider to purchase and maintain insurance of the types and in the amounts specified below. Provider shall require Sub-contractors and Sub-Sub-Contractors to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each Sub-Contractor and Sub-Sub-Contractor.

3. **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:

3.1 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 the 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:

\$1,000,000.00	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)

3.2 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:

\$ 500,000.00	Each Accident Limit
---------------	---------------------

3.3 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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN CITY OF SAN ANGELO, TEXAS

AND _____

RFB WU-06-15

APPROVED AS TO CONTENT:

Julia Antilley, Purchasing Manager

APPROVED AS TO CONTENT:

Bill Riley, Director of Water Utilities

APPROVED AS TO FORM AND
CORRECTNESS:

Dan T. Saluri, Interim City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Marion McMinn, Risk Manager



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

6. SPECIFICATIONS

6.1 Scope

The City of San Angelo is soliciting bids for industrial electrical work. The work shall be on equipment owned by the City of San Angelo. The work shall include new installation, repair and renovations of industrial and commercial equipment along with distribution systems, control systems and instrumentation. Control work shall include, but not be limited to, variable frequency drives, programmable logic controllers, flow meters, turbidity meters, pressure transducers, multiple pump control systems, motors and control valves. Locations of the work shall include, but not be limited to, all water treatment plants, water reclamation facilities, water pump stations, sewer lift stations, sewer grinders, river pumps and dams. All work and materials shall be in accordance with and meet all applicable federal, state and city codes.

6.2 Non-Emergency Work

The response time on non-emergency type work shall not exceed three days from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. All work shall be performed during normal business hours, unless otherwise approved by the City.

6.3 Emergency Work

For the purpose of this section, the City of San Angelo shall decide whether a specific situation is an emergency. The response time to the job site for any emergency repairs shall not exceed one and one half hours from the time of notification from authorized representative of the City of San Angelo Water Utilities Department. The response time for emergency repairs shall apply 24 hours a day including weekends and holidays.

6.4 Rates

Bids shall include regular, overtime and holiday rates if applicable. Bids shall include any special rates for control work.

6.4.1 Holidays

For the purpose of this bid, holidays are defined as New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

6.4.2 Regular Time/Overtime

Regular time shall be defined as eight (8) hours within a 24-hour period. Any work exceeding eight (8) hours within a 24-hour period may be paid as overtime only as authorized by the City.

6.5 Parts Markup

Bids shall include a "cost plus" mark up

6.6 Personnel of Contractor

- Contractor shall provide sufficient, fully qualified personnel to meet the performance requirements.
- Contractor shall replace any of its personnel whose work product is deemed unsatisfactory by the City.

6.7 Contract Term

The term of this Agreement shall be for three (3) years unless extended.

6.8 Option To Extend

The City shall have two (2) additional options to extend the term hereof for a period of one (1) year each, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended terms do not exceed two (2) years, or a period equal to the original term of this Agreement, whichever is longer.

6.9 Additional Information

Additionally, as part of the bid evaluation process, please provide on the Vendor References Sheet:

- A listing of previous jobs that you have completed with a description of the type of work performed that are similar in nature to the work as stated in the specifications. For example, water treatment plants, water reclamation facilities, water pump stations, sewer lift stations, sewer grinders, river pumps, and dams.
- References for all previous listed jobs including the contact person and a current work telephone number.
- The number of electricians currently employed by company.
- A description of your company's qualifications, including licensing.

PLEASE RETURN ALL FORMS BEYOND THIS
POINT WITH YOUR BID SUBMISSION

Intentionally Left Blank



7. BID FORMS

- A. Refer to Instructions to Bidders before completing Bid Sheet.
- B. The bidder is responsible for calling the City to determine if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- C. **Include Qualification Statement (Required)**
- D. Complete the Local Preference form (If applicable).
- E. Complete the Suspension and Debarment form (Required).
- F. **Submit the Vendor References sheet (Required)**
- G. Submit one (1) unbound original and two (2) complete copies of your bid (Required)
- H. Enclose one (1) CD or flash drive containing digital copy of Bid Sheet, all "Require" Bid Forms, and any supplemental documentation. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention. (Required)

Bid Sheet

RFB No: WU-06-15/Industrial Electrical Service

A. Industrial Electrical - Hourly Rates and Parts Mark-up

Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journey-man	Apprentice			
\$	\$	\$	\$	\$	\$	\$	%	\$

B. Instrumental and Controls - Hourly Rates and Parts Mark-up

Regular Hourly Rate (Technician)	Overtime Hourly Rate (Technician)	Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Technician & 1 Helper
\$	\$	%	\$	%	\$

C. Electricians

Number of Master Electricians currently employed by your company

Number of licensed journeyman electricians currently employed by your company

Number of licensed apprentice electricians currently employed by your company

This Form Must Be Returned With the Bid

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N: _____ Yes _____ No

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

PAYMENT VIA CITY PROCUREMENT CARD

Please Check Y/N: _____ Yes _____ No

The Purchasing Department would like Procurement Card payment as a standard method of payment for goods and services. Payment would be upon completion of work.

Authorized Signature/Contact Information

Firm Name: _____
Mailing Address: _____
City, State Zip Code: _____
Authorized Signature: _____
Print Name: _____ Date: _____
Tax ID: _____
Payment Terms: _____
Telephone: _____ FAX: _____
Email: _____

Please attach IRS form W-9

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

This Form Must Be Returned With the Bid



CITY OF SAN ANGELO

PURCHASING DEPARTMENT

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 <http://www.window.state.tx.us/procurement/prog/hub/>

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 8/6/14)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3
Don Vardeman, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Pedro Ramirez – Director

Executive Director: Roland Peña

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

☐ Yes ☐ No

D. Describe each employment of business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

This Form Must Be Returned With the Bid

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

Local Preference Consideration

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

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

Local Preference Consideration DOES NOT apply to Construction Projects, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

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

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

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

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

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

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

Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City: _____

Zip Code: _____

Business Type:

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

Basis For Preference (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

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

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

Authorized Representative Signature: _____

Printed Name: _____

Title: _____ Date: _____

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

Debarment and Suspension Certification

- (1) The prospective primary participant 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 participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this bid proposal.

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

This Form Must Be Returned With the Bid

Instructions for Certification

1. By signing and submitting this bid proposal, the prospective participant 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 participant 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 participant 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 participant 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 participant shall provide immediate written notice to the City of San Angelo to which this bid proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "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 participant agrees by submitting this bid 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 participant further agrees by submitting this bid 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 participant in a covered transaction may rely upon a certification of a prospective participant 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 participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 participant 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 participant 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 DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Vendor References

Please list five (5) government and/or businesses (**other than City of San Angelo**) and/or business similar in scope and size who can verify the quality of service your company provides. References should be of similar size and scope of this bid.

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: _____

This Form Must Be Returned With the Bid

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE SIX

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

This Form Must Be Returned With the Bid



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

No Bid Reply Form Bid # WU-06-15

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

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

===== ### =====

PLEASE PRINT

We wish to **Remain On** () / **Deleted From** () the list of bidders for the City of San Angelo

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

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

- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- () 7. We do not sell the items or provide the services requested.
- () 8. Other: _____

Firm _____

Signed _____

Thank you for your assistance!



CITY OF SAN ANGELO

BID TABULATION * REF NO: WU-06-15/ 2015 Industrial Electrical* May 22, 2015 2PM

Vendor: Bunyard Hasty Electric Inc.											
A. Industrial Electrical - Hourly Rates and Parts Mark-up											
Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours		Average price/Hr 1		Parts Mark-up %	
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice
\$ 60.00	\$ 40.00	\$ 90.00	\$ 60.00	\$ 90.00	\$ 60.00	\$ 90.00	\$ 60.00	\$ 90.00	\$ 60.00	\$ 90.00	\$ 60.00
										3	35%
B. Instrumental and Controls - Hourly Rates and Parts Mark-up											
Regular Hourly Rate (Technician)		Overtime Hourly Rate (Technician)		Hourly Rate Weekends & Holidays (Technician)		Bidder's Minimum Charge \$'s and/or Hours		Average price/Hr 1		Parts Mark-up %	
NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
C. Electricians											
Number of Master Electricians currently employed by your company 2											
Number of licensed Journeyman electricians currently employed by your company 3											
Number of licensed apprentice electricians currently employed by your company 5											
COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?											
Please Check Y/N: Yes											
PAYMENT VIA CITY P-CARD ? Yes											
Vendor: INDECO Industrial Electric **Bid turned in 5/26/15 - ineligible for consideration											
A. Industrial Electrical - Hourly Rates and Parts Mark-up											
Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours		Average price/Hr 1		Parts Mark-up %	
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice
\$ 55.00	\$ 32.00	\$ 82.50	\$ 48.00	\$ 82.50	\$ 48.00	\$ 82.50	\$ 48.00	\$ 82.50	\$ 48.00	\$ 82.50	\$ 48.00
										3	87.00
*Plus Truck, Trailer, tools, etc.											
B. Instrumental and Controls - Hourly Rates and Parts Mark-up											
Regular Hourly Rate (Technician)		Overtime Hourly Rate (Technician)		Hourly Rate Weekends & Holidays (Technician)		Bidder's Minimum Charge \$'s and/or Hours		Average price/Hr 1		Parts Mark-up %	
\$ 105.00	\$ 157.50	\$ 82.50	\$ 82.50	\$ 82.50	\$ 82.50	\$ 82.50	\$ 82.50	\$ 82.50	\$ 82.50	\$ 82.50	\$ 82.50
										3	137.00
*Plus Truck, Trailer, tools, etc.											
C. Electricians											
Number of Master Electricians currently employed by your company 3											
Number of licensed Journeyman electricians currently employed by your company 8											
Number of licensed apprentice electricians currently employed by your company 48											
COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?											
Please Check Y/N: No											
PAYMENT VIA CITY P-CARD ? No											
Vendor: Mike Verfurth Electric											
A. Industrial Electrical - Hourly Rates and Parts Mark-up											
Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours		Average price/Hr 1		Parts Mark-up %	
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice
\$ 69.50	\$ 57.50	\$ 105.00	\$ 86.25	\$ 139.00	\$ 115.00	\$ 139.00	\$ 115.00	\$ 139.00	\$ 115.00	\$ 139.00	\$ 115.00
										20%	127.00
B. Instrumental and Controls - Hourly Rates and Parts Mark-up											
Regular Hourly Rate (Technician)		Overtime Hourly Rate (Technician)		Hourly Rate Weekends & Holidays (Technician)		Bidder's Minimum Charge \$'s and/or Hours		Average price/Hr 1		Parts Mark-up %	
\$ 79.50	\$ 119.25	\$ 159.00	\$ 79.50	\$ 159.00	\$ 79.50	\$ 159.00	\$ 79.50	\$ 159.00	\$ 79.50	\$ 159.00	\$ 79.50
C. Electricians											
Number of Master Electricians currently employed by your company 2											
Number of licensed Journeyman electricians currently employed by your company 1											
Number of licensed apprentice electricians currently employed by your company 0											
COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?											
Please Check Y/N: Yes											
PAYMENT VIA CITY P-CARD ? Yes											
Vendor: INDECO Industrial Electric **Bid turned in 5/26/15 - ineligible for consideration											
A. Industrial Electrical - Hourly Rates and Parts Mark-up											
Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours		Average price/Hr 1		Parts Mark-up %	
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice
										Ineligible to Open/ Bid delivered 5/26/15	
B. Instrumental and Controls - Hourly Rates and Parts Mark-up											
Regular Hourly Rate (Technician)		Overtime Hourly Rate (Technician)		Hourly Rate Weekends & Holidays (Technician)		Bidder's Minimum Charge \$'s and/or Hours		Average price/Hr 1		Parts Mark-up %	
										Ineligible to Open/ Bid delivered 5/26/15	
C. Electricians											
Number of Master Electricians currently employed by your company 0											
Number of licensed Journeyman electricians currently employed by your company 0											
Number of licensed apprentice electricians currently employed by your company 0											
COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?											
Please Check Y/N: NA											
PAYMENT VIA CITY P-CARD ? NA											

Requests for Bids were sent to:		
Bryant Electric Co	San Angelo	TX
Bunyard Hasty Elect Inc	San Angelo	TX
Electrical By Deb	San Angelo	TX
Five Star Electric	Miles	TX
Indeco Industrial Electric	San Angelo	TX
Jett Electric	San Angelo	TX
Mike Verfurth Electric	San Angelo	TX
Patriot Automation and C	San Angelo	TX
RM Electrical	San Angelo	TX
Three Rivers Electric Co.	San Angelo	TX
Automation & Control Inc	San Angelo	TX

EXHIBIT “E”
RFB WU-06-15

(Provider’s Response to RFB WU-06-15))

BUNYARD H&S



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

7. BID FORMS

- A. Refer to Instructions to Bidders before completing Bid Sheet.
- B. The bidder is responsible for calling the City to determine if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- C. **Include Qualification Statement (Required)**
- D. Complete the Local Preference form (If applicable).
- E. Complete the Suspension and Debarment form (Required).
- F. **Submit the Vendor References sheet (Required)**
- G. **Submit one (1) unbound original and two (2) complete copies of your bid (Required)**
- H. Enclose one (1) CD or flash drive containing digital copy of Bid Sheet, all "Require" Bid Forms, and any supplemental documentation. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention (Required)

Bid Sheet
RFB No: WU-06-15/Industrial Electrical Service

A. Industrial Electrical - Hourly Rates and Parts Mark-up

Regular Hourly Rate		Overtime Hourly Rate		Hourly Rate Weekends & Holidays		Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Average price/Hr 1 Journeyman & 1 Helper
Licensed Journeyman	Apprentice	Licensed Journeyman	Apprentice	Licensed Journey-man	Apprentice			
\$60. ⁰⁰	\$40. ⁰⁰	\$90. ⁰⁰	\$60. ⁰⁰	\$90. ⁰⁰	\$60. ⁰⁰	\$ 3 hrs	35 %	\$ 75. ⁰⁰

B. Instrumental and Controls - Hourly Rates and Parts Mark-up

Regular Hourly Rate (Technician)	Overtime Hourly Rate (Technician)	Hourly Rate Weekends & Holidays (Technician)	Bidder's Minimum Charge \$'s and/or Hours	Parts Mark-up %	Technician & 1 Helper
\$	\$	%	\$	%	\$

C. Electricians

Number of Master Electricians currently employed by your company 2

Number of licensed journeyman electricians currently employed by your company 3

Number of licensed apprentice electricians currently employed by your company 5

This Form Must Be Returned With the Bid

COOPERATIVE PURCHASING: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

Please Check Y/N: ☒ Yes ☐ No

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

PAYMENT VIA CITY PROCUREMENT CARD

Please Check Y/N: ☒ Yes ☐ No

The Purchasing Department would like Procurement Card payment as a standard method of payment for goods and services. Payment would be upon completion of work.

Authorized Signature/Contact Information

Firm Name: Bunyard Hasty Electric, Inc
Mailing Address: 3810 Spraberry Drive
City, State Zip Code: San Angelo, TX 76903
Authorized Signature: Charles Hasty
Print Name: Charles Hasty Date: 5-12-15
Tax ID: 20-2107378
Payment Terms: _____
Telephone: 325-657-8128 FAX: 325-653-8117
Email: bwhasty@wcc.net

Please attach IRS form W-9

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

This Form Must Be Returned With the Bid



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
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 <http://www.window.state.tx.us/procurement/prog/hub/>

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

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

A handwritten signature in black ink, appearing to read "Jill W. Kelly", is written over the printed name of the Purchasing Manager.

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/14)

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

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3
Don Vardeman, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Pedro Ramirez – Director

Executive Director: Roland Peña

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

*Charles Hasty*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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation or business relationship.

N/A
Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

☐ Yes ☐ No

D. Describe each employment of business relationship with the local government officer named in this section.

4.

Charles Hasty

Signature of person doing business with the governmental entity

5-12-15
Date**This Form Must Be Returned With the Bid**

Intentionally Left Blank



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

Local Preference Consideration

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

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

Local Preference Consideration DOES NOT apply to Construction Projects, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

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

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

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

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

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

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

Local Preference Consideration Application

Business Name: Bunyard Hasty Electric, Inc
Physical Address: 3810 Spraberry Drive
Mailing Address: Same as above
City: San Angelo
Zip Code: 76903

Business Type:

- ☒ Corporation – Indicate state of incorporation Texas
☐ Partnership – Indicate "general" or "limited"
☐ Sole proprietorship

Basis For Preference (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

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

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

Authorized Representative Signature: Charles Hasty

Printed Name: Charles Hasty

Title: President Date: 5-12-15

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. Bunyard Hasty Electric, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	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.) 3810 Spraberry Drive	Requester's name and address (optional)
	6 City, state, and ZIP code San Angelo, TX 76903	
	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										
2	0	-	2	1	0	7	3	7	8	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Charles Hasty*

Date ▶ *5-12-15*

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

Bunyard

Hasty

Electric

Bunyard Hasty Electric, Inc.

3810 Spraberry Dr., San Angelo, TX 76903

Phone: 325-657-8128 Fax: 325-653-8117

Licensed & Insured

Commercial & Residential

Industrial

May 12, 2015

City of San Angelo
Purchasing Department
72 West College Avenue
San Angelo, TX 76903

Re: RFB: WU-06-15

Dear To Whom it May Concern,

Our current Business location lies inside the City Limits, so we therefore contribute our part in paying local County Taxes, School Taxes, Pay Sales Tax on Purchases and Collect Sales Tax on Sales that we Bill out for New Construction, Renovations or Maintenance Work that is required to be Taxed by the State of Texas Comptroller.

We currently have 11 Employees, 8 of which have residents inside the City Limits of San Angelo

Best Regards,

Charles Hasty
President
Bunyard/Hasty Electric, Inc.

Intentionally Left Blank



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

Debarment and Suspension Certification

- (1) The prospective primary participant 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 participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this bid proposal.

Business Name Bunyard Hasty Electric, Inc

5-12-15
Date

By: Charles Hasty - President
Name and Title of Authorized Representative

Charles Hasty
Signature of Authorized Representative

This Form Must Be Returned With the Bid

Instructions for Certification

1. By signing and submitting this bid proposal, the prospective participant 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 participant 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 participant 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 participant 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 participant shall provide immediate written notice to the City of San Angelo to which this bid proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "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 participant agrees by submitting this bid 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 participant further agrees by submitting this bid 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 participant in a covered transaction may rely upon a certification of a prospective participant 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 participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 participant 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 participant 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 DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Vendor References

Please list five (5) government and/or businesses (other than City of San Angelo) and/or business similar in scope and size who can verify the quality of service your company provides. References should be of similar size and scope of this bid.

REFERENCE ONE

Government/Company Name: Mid-Tex of Midland
Location: Goliad Elementary, San Angelo, TX
Contact Person and Title: Alan White, owner/President
Telephone Number: 432-697-2282
Scope of Work: New Construction
Contract Period: 24 months

REFERENCE TWO

Government/Company Name: Mid-Tex of Midland
Location: Glenmore Elementary, San Angelo, TX
Contact Person and Title: Alan White, owner/President
Telephone Number: 432-697-2282
Scope of Work: New Construction
Contract Period: 31 months

REFERENCE THREE

Government/Company Name: San Angelo Stock Show and Rodeo
Location: San Angelo
Contact Person and Title: Kermit Wendland
Telephone Number: 325-653-5622
Scope of Work: Maintenance
Contract Period: no contract

This Form Must Be Returned With the Bid

REFERENCE FOUR

Government/Company Name: Sunset Mall
Location: San Angelo, TX
Contact Person and Title: Eddy Maskill
Telephone Number: 325-949-1947
Scope of Work: Maintenance
Contract Period: 1 year

REFERENCE FIVE

Government/Company Name: Musco Sports Lighting LLC
Location: San Angelo Area
Contact Person and Title: Tim Ord
Telephone Number: 866-786-1841 Ext. 6343
Scope of Work: New Installation's & Maintenance
Contract Period: open

REFERENCE SIX

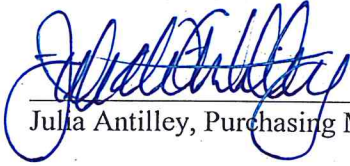
Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

This Form Must Be Returned With the Bid

**PROFESSIONAL SERVICES AGREEMENT
INDUSTRIAL ELECTRICAL SERVICES**

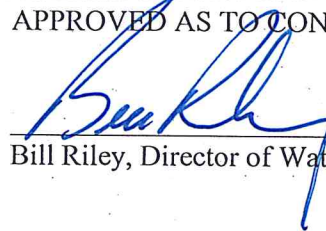
**BETWEEN
CITY OF SAN ANGELO, TEXAS
AND
BUNYARD HASTY ELECTRIC, INC.
RFB WU-06-15**

APPROVED AS TO CONTENT:



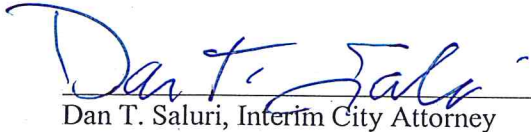
Julia Antilley, Purchasing Manager

APPROVED AS TO CONTENT:



Bill Riley, Director of Water Utilities

APPROVED AS TO FORM AND
CORRECTNESS:



Dan T. Saluri, Interim City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:



Marion McMinn, Risk Manager

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Consider approval to pay Midwest Employers Casualty Company \$45,348 policy extension premium for Excess Workers' Compensation insurance through 12/31/2018. This premium is budgeted in the current fiscal year (Hagen)

Summary/History:

The Excess Workers' Compensation insurance was set to expire on July 1, 2018. Due to the upcoming retirement of the COSA Claims Analyst, the carrier has agreed to an extension of 6 months coverage, as a replacement is secured for the upcoming vacancy. This extension will allow for training and will provide a period of time for an audit of the onsite claims to occur by the carrier.

Around the end of October or early November, the carrier will have a claim representative from Midwest Employers visit with the City of San Angelo and do a formal review of the COSA self-insured administration operations. The established preference, from a case load perspective, is a maximum of 200 claims. The carrier will want to ensure that the new Claims Analyst continues to handle only workers' compensation claims.

The policy terms and conditions will remain the same continuing coverage at the same \$650,000 Serious Incident Report (SIR) and rate.

The aggregate on the extension remains unchanged.

Anticipating all is within guidelines, we can expect an annual offering by Midwest Employers for January 1, 2019.

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Charles Hagen
Lisa Marley
Theresa James

Created/Initiated
Approved
Approved

Tina Dierschke
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Consider resolution approving annual re-certification for Galilee Community Development Corporation as a Community Housing Development Organization (CHDO) (Salas)

Summary/History:

HUD recommends recertification of CHDOs annually. As stated in the HOME regulations (§ 92.300 (a)(1)), a participating jurisdiction is required to reserve not less than 15% of their HOME allocation for investment in housing to be developed, sponsored or owned by CHDOs.

Galilee CDC meets all HUD CHDO requirements as described below:

- Has a governing board consisting of not less than one-third low-income persons and not more than one-third public officials.
- Has a 503(c)(3) or (c)(4) ruling from the IRS.
- Has demonstrated a capacity for carrying out activities assisted with HOME funds
- Has a history of serving the community in which the HOME assisted housing is to be located for a minimum of one year
- Has among its purposes the provision of decent housing that is affordable to low-income and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws.

Staff recommends approval in order for Galilee to continue to be designated as the City's CHDO.

Financial Impact:

If not approved, Galilee will not be able to continue to be considered a CHDO and 15% of our HOME grant funds will be returned to HUD.

Other Information/Recommendation:

Attachments:

1. 18-781_NS_GALILEE_CHDO_RE-CERT_RESO 18-781_NS_GALILEE_CHDO_RE-CERT_RESO.docx

Presentation:

None

Approvals/Reviews:

Bob Salas

Created/Initiated

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS,
APPROVING THE RE-CERTIFICATION OF GALILEE COMMUNITY DEVELOPMENT
CORPORATION (GALILEE CDC) AS A COMMUNITY HOUSING DEVELOPMENT
ORGANIZATION (CHDO) ELIGIBLE TO RECEIVE AFFORDABLE HOUSING HOME
FUNDS.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has designated the City of San Angelo, Texas, as a Participating Jurisdiction eligible to receive formula funding from the HOME Program as authorized by Title II of the National Affordable Housing Act of 1990 (PL 101-625), as amended; and

WHEREAS, the City of San Angelo is awarded an annual entitlement under the HOME Investment Partnerships Program; and

WHEREAS, not less than fifteen percent (15%) of HOME funds must be invested in housing to be developed, sponsored or owned by qualified Community Housing Development Organizations (CHDOs); and

WHEREAS, Galilee CDC. has previously been certified a CHDO and has satisfied the requirements to be recertified as a CHDO and as such will undertake activities to expand and develop safe, decent and affordable housing for moderate-income households in the City of San Angelo;

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

Having met the requirements for recertification, the City of San Angelo, Texas, approves recertification for Galilee Community Development Corporation as a Community Housing Development Organization (CHDO) and recognizes it as eligible to receive HOME funds for the acquisition, rehabilitation and new construction of single-family homes.

This resolution shall take effect immediately from and after its adoption.

PASSED, APPROVED, AND ADOPTED this 21st day of August, 2018.

CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

BY: _____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

Robert Salas, Neighborhood & Family
Services Director

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Candice Blake, Purchasing Manager, Purchasing, 325-657-4439

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Consider a resolution adopting the August 2018 Purchasing Policy (Blake)

Summary/History:

Key changes to the policy impacting Council:

- None, all formal purchases (over \$50,000) will come to Council for approval/authorization

Key changes impacting Vendors:

- Updates Disqualification Reasons to match those published in RFX's
- Updates Lowest Responsible Bidder evaluation criteria to match the legislature

Key changes impacting Staff:

- Clarifies division responsibilities for processing RFX's
- Clarifies steps for donating items
- Removes Furniture Policy

New purchasing policy effective date is the date of resolution approval.

Financial Impact:

No direct fiscal impact.

Other Information/Recommendation:

Attachments:

- | | |
|--|---|
| 1. Resolution | Resolution.docx |
| 2. Purchasing Policy 07.13.18 - Changes Accepted | Purchasing Policy 07.13.18 - Changes Accepted.pdf |
| 3. Purchasing Policy Draft 07.13.18 | Purchasing Policy Draft 07.13.18.pdf |

Presentation:

Approvals/Reviews:

Candice Blake	Created/Initiated
Candice Blake	Approved
Theresa James	Approved
Anthony Wilson	Approved

Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval

RESOLUTION # _____

**A RESOLUTION ADOPTING
PURCHASING POLICY**

WHEREAS, the City Charter codified in the San Angelo Code of Ordinances Adopted April 4, 2017 includes a section on Contracts: Competitive Bidding; and

WHEREAS, the Code of Ordinances as amended June 20, 2017, requires the City to adopt a purchasing policy, attached hereto as **Exhibit A**, to govern purchases in amounts less than the amount required by state law to be competitively bid;

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

That the City Council adopts the attached Purchasing Policy into the City's Code of Ordinances, as the Purchasing Policy of the City effective on the date of this resolution.

PASSED, ADOPTED AND APPROVED by the City Council of the City of San Angelo, Texas this the _____ day of _____, 2017.

ATTEST:

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

CITY OF SAN ANGELO



Purchasing Policy and Procedures Manual

Revised August 2018

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1. ABOUT PURCHASING

1.1. Mission Statement

To issue Purchase Orders, provide best value to citizens, ensure financially responsible purchasing decisions are made by City staff, and adhere to all federal, state, and local purchasing guidelines.

1.2. Code of Ethics

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to guide all employees engaged in the purchasing function so they may conduct themselves in an ethical manner that will represent the best interest of the City of San Angelo and its citizens.

Proper operation of the City Purchasing Division and City employees engaged in purchasing activities requires that:

- Actions of employees be impartial and fair.
- Decisions and policies are made in the proper channels of government structure.
- Public employment is not used for personal gain.
- Employees engaged in purchasing functions shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that results in personal gain that may affect their impartiality in making decisions on the job. Discounts or concessions realistically available to the general population, items received that do not result in personal gain, and samples for general City use are examples of items that are not considered gratuities.
- Personal judgment should be used. Any questions regarding particular scenarios should be referred to each employee's manager.

1.3. Goals

To ensure compliance with federal, state and local purchasing laws.

To protect and enhance the reputation of the City of San Angelo and its employees.

To treat all citizens equally with courtesy and impartiality, and refrain from granting any special advantage to any citizen beyond what is available to all citizens.

To provide efficient, productive, and economic service to the public.

To avoid real or potential conflicts between private and public duties, remembering that the public interest must be the principal concern.

To keep confidential all information acquired by reason of one's position which may be used for personal or financial gain for the employee or other persons.

To refrain from securing special privileges or exceptions for themselves or other persons that are not available to all citizens.

To avoid receiving, soliciting or otherwise obtaining anything of value that is greater than "nominal intrinsic value" from any public official, employee, vendor, or citizen that is intended to influence the performance of official duties.

To disclose to the appropriate authority the nature and extent of any financial or personal interest in a City contract, legislation, or in any type of transaction involving the City, when participating in the development of, or giving an official opinion on, the item.

2. METHODS TO PURCHASE

2.1. Purchase Orders (PO)

A Purchase Order is a document that authorizes a purchase transaction. When accepted by the seller, it becomes a contract binding both parties. A Purchase Order sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.

2.1.1. Blanket Purchase Orders (BPO)

Blanket Purchase Orders are generally issued for small routine purchases, such as supplies. A Blanket Purchase Order can be issued for purchases of \$3,000.00 or less, to cover items necessary for repair of unforeseen damage to equipment, machinery or property.

If you need a Blanket Purchase Order, enter a requisition into HTE. In the requisition comments field, notate BPO, provide an explanation, and list the co-op details or bid/contract number, if available.

Note: If funding is to be encumbered, you should not use a Blanket Purchase Order. A BPO will not encumber funds.

2.1.2. Inverted Purchase Orders

Inverted Purchase Orders are used for contracts where more than one payment will be made. For example, construction contracts, utilities, equipment leasing, etc. To create an Inverted Purchase Order, simply enter the contract value in the "QTY" field and \$1.00 in the "Unit Cost" field.

2.2. Purchasing Cards (P-cards)

Using a City issued P-card is approved as a payment method for all non-contracted purchases \$500.00 or less due to the low processing cost, faster payment to vendors, and rebate program. All City purchasing policies regarding quote/bid requirements apply. Proof of quote compliance must be attached to the monthly reconciliation packet. See P-card policy for complete details.

3. PURCHASE AMOUNTS AND APPROVALS

The lowest responsive quote that the department intends to use for purchase dictates which price threshold regulations apply. If the department begins the process and the lowest quote exceeds \$25,000.00, the quotes must be disregarded, and the Purchasing Manager must be contacted to begin the appropriate process.

3.1. Quote/Bid Requirements

	\$0-\$3,000.00	\$3,000.01-\$15,000.00	\$15,000.01-\$25,000.00	\$25,000.01-\$50,000.00	\$50,000.01 +	\$100,000.01+
Quotes	1 Quote	3 HUB Quotes (Verbal)	3 HUB Quotes Vendor Signed (Written)	Contact Purchasing	Contact Purchasing	Contact Purchasing
Supporting Documentation				City Manager RQ Form	City Manager RQ Form Council Minutes	City Manager RQ Form Council Minutes
HTE Approvals	Division Manager	Division Manager	Department Director	City Manager	City Council	City Council
Construction Bonds					Payment Bond	Performance & Payment Bonds

* All work on City property requires a contract signed by the City Manager (which require certificates of insurance)

3.2. Purchases \$3,000.00 or Less

A Supervisor, Division Manager, Director, Assistant City Manager, or the City Manager may authorize expenditures up to \$3,000.00 under the following procedures:

- The Department Director or their designee should select the vendor who will afford the City the best price/value. If the approximate price of a purchase is unknown, multiple quotes should be solicited.
- A Purchase Order must be issued prior to purchase.
- P-cards are only approved for single transactions \$500.00 or less.

3.3. Purchases \$3,000.01 to \$15,000.00

A Division Manager, Director, Assistant City Manager, or the City Manager may authorize expenditures up to \$15,000.00 under the following procedures:

- Prices shall be solicited from three or more vendors, recorded on the Quote Form from the extranet, and included in the quote section of the HTE purchase requisition. Quotations must include the cost of freight.
- The business name and name of the person giving the price quote must be recorded on the purchase requisition for in person, phone, or email quotes. Internet quotes should be entered into the comments section of the purchase requisition with the business name and company's web address. Quotation documentation must be kept on file by the department soliciting quotes.

- C. Quotes must be solicited from three or more historically underutilized businesses (HUBs) within Tom Green County for purchases from \$3,000.01 to \$50,000.00. If there are no HUB vendors, note that in the requisition comments.
- D. A Purchase Order must be issued prior to purchase.
- E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.4. Purchases \$15,000.01 to \$25,000.00

A Department Director, Assistant City Manager, or the City Manager may authorize expenditures up to \$25,000.00 under the following procedures:

- A. Three or more written quotes signed by the vendor must be received and recorded in the "Quote" section of the HTE purchase requisition. Quotations must include the cost of freight.
- B. The business name and name of the person giving the price quote must be recorded on the purchase requisition for in person, phone, or email quotes. Internet quotes should be entered into the comments section of the purchase requisition with the business name and company's web address. Quotation documentation must be kept on file by the department soliciting quotes.
- C. Quotes must be solicited from three or more HUBs within Tom Green County for purchases from \$3,000.01 to \$50,000.00. If there are no HUB vendors, note that in the requisition comments.
- D. A Purchase Order must be issued prior to purchase.
- E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.5. Purchases \$25,000.01 to \$50,000.00

An Assistant City Manager or the City Manager may authorize expenditures up to \$50,000.00 under the following procedures:

- A. Signed price quotations must be solicited by Purchasing in writing from three or more vendors for purchases in this price range. All quote documentation must be retained by the Purchasing Division pursuant to the City of San Angelo record retention program.
- B. Quotes must be solicited from three or more HUBs within Tom Green County for purchases from \$3,000.01 to \$50,000.00. If there are no HUB vendors, note that in the requisition comments.
- C. No purchase subject to this subsection shall be authorized until the CMO Requisition Approval Form (on the extranet) is signed by the Purchasing Manager, Finance Director, and City Manager's Office.
- D. A Purchase Order must be issued prior to purchase.
- E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.6. Formal Purchases (\$50,000.01 or more)

The City Council must vote to authorize purchases \$50,000.01 or more under the following procedures:

- A. All formal competitive bids, proposals, and qualifications must be processed through the Purchasing Division.
- B. Solicitations must be advertised in the local newspaper.
- C. All formal bid and proposal documentation must be retained by the Purchasing Division pursuant to the City of San Angelo record retention program.

- D. No purchase subject to this subsection shall be authorized until the CMO Requisition Approval Form (on the extranet) is signed by the Purchasing Manager, Finance Director, and City Manager's Office.
- E. A Purchase Order must be issued prior to purchase.
- F. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

Note: Separate, component, or sequential purchases made in order to avoid the competitive bidding requirement are prohibited by Texas law.

The responsibilities for the bidding process are shared by Purchasing and the department requesting goods or services.

3.6.1. Division Responsibilities

1. Determine the need.
2. Verify budget funding. If necessary, obtain and complete a budget amendment. Contact the Budget Division for assistance.
3. Complete and email a Project Request Form (from the extranet) to Purchasing with the following attachments:
 - a. Scope of work
 - b. Special terms and conditions
 - c. Selection criteria and weighting (RFP and RFQs only)
 - d. Specifications
 - e. Drawings (if applicable)
 - f. Liquidated damages worksheet
 - g. Proposed bid form
 - h. Potential vendors
4. Perform final review of RFx documents and be prepared to answer questions from vendors routed by Purchasing via email while RFx is published.
5. Attend pre-bid conferences, if applicable, to answer vendors' questions.
6. Once submissions are opened, begin following the steps in Finalizing the RFx Process (on the extranet). Sample bid award and other letters are included in this document.
 - a. Review responses; make a selection with review committee
 - b. Ensure all committee members complete a Conflict of Interest Form (on the extranet)
 - c. Ensure the vendor is not debarred on www.sam.gov and print results
 - d. Prepare the item for City Council
 - e. Send the vendor a Notice of Intent to Award
 - f. Work with City Attorney's Office to finalize a contract
 - g. For new vendors, contact Accounting to create a vendor number
7. Following approval by City Council, continue following the steps in Finalizing the RFx Process.
 - a. Submit a purchase requisition (with CMO Requisition Approval Form)
 - b. Send the vendor a Notice of Award and request for Form 1295
 - c. Obtain vendor's Certificate of Insurance
 - d. Collect bonds
 - e. Send the vendor a Formal Notice to Proceed
8. Administer bid for the life of the contract

- a. Set up a preconstruction meeting
- b. Monitor price increase requests, lapses in insurance coverage, bonding, etc.
- c. Work with vendor for any Task Order or Change Order requests; forms available on the extranet
- d. Monitor vendor performance through progress meetings/status reports
 - i. If performance issues arise, contact Purchasing and the City Attorney. All actions taken (requests for remediation, etc.) must be documented. The vendor shall be given the opportunity to correct any issues, and if necessary, the Vendor Performance Form located on the extranet should be completed and sent to the vendor (copies to Purchasing and City Attorney).

3.6.2. Purchasing Responsibilities

1. Receive Project Request Form and other required documents from division
2. Obtain the required insurance coverage amounts from the Risk Management Division
3. Obtain City Attorney's approval of draft contract
4. Assemble bid/proposal package
5. Establish pre-bid date and location and opening date
6. Place ads in newspaper and upload all documents to website
7. Distribute RFx invitations to potential vendors
8. Coordinate any questions/responses from vendors and division and publish any required addenda
9. Conduct RFx opening
10. Tabulate bid results and verify responsiveness
11. Review City Council agenda item and related attachments
12. Provide support to divisions at City Council during contract award proceedings
13. Prompt division to request Form 1295 from the selected vendor
14. Assist divisions with issuance of Purchase Order, Inverted Purchase Order, or Blanket Purchase Order. Regular Purchase Orders must be used for one-time payment contracts and Inverted Purchase Orders must be used when a contract requires payments over time. Blanket Purchase Orders should not be used for most contracts as they do not encumber budgeted funds. Multiyear contracts may require multiple annual Purchase Orders.

3.6.3. General

3.6.3.1. Notice Requirements

Tex. Gov't Code § 2269.052

A governmental entity shall advertise or publish notice of requests for bids, proposals, or qualifications in a manner prescribed by law. Notices are, at a minimum, required to be advertised in the local newspaper once a week for two consecutive weeks with the submission date no earlier than 14 days from the first publication date.

3.6.3.2. Restrictions on Communications

Requests for bids/proposals will contain a "Restrictions On Communications" section requesting vendors not to communicate with: 1) elected City officials and their staff regarding the solicitation from the time it has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the solicitation has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the solicitation or response submitted by the vendor. All communications should be directed to the Purchasing

Division to ensure all vendors are treated equally. Changes or clarifications to the original publicized documents are only binding when communicated through a written addendum.

3.6.3.3. Disqualifications

**Loc. Gov't Code § 252.0436*

Vendors may be disqualified from the bidding process for any of the following reasons:

- The vendor is indebted to the City*.
- The vendor is involved in any litigation against the City of San Angelo;
- The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The vendor is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- The bid is not received by the bid submittal deadline;
- The bid is not executed by a person authorized to enter into a contract binding on the vendor; or,
- The Bid Bond is not submitted by the bid submittal deadline or is not in the name of vendor submitting a bid.
-

3.6.3.4. Evaluation/Selection Committees and Duties

Serving on an evaluation committee is a commitment to the City to evaluate a proposal in a fair and unbiased manner. Committee members have the following duties:

- Complete a Conflict of Interest Form
- Attend all committee meetings
- Read the RFX and all addenda to acquaint yourself with the nature of the requested goods or services
- Read all vendor responses fully
- Render a fair and impartial evaluation based exclusively upon the evaluation criteria as published in the RFP/RFQ utilizing:
 - The contents of the vendors' proposals;
 - Information gained from clarification of proposals;
 - Oral presentations; and
 - Other legitimate sources of reference.
- Keep all information contained in the submission or obtained during the evaluation process confidential (all information must be available publically upon award of the contract)

3.6.3.5. Special Considerations

3.6.3.5.1. Local Business Preference Consideration (Bids)

Loc. Gov't Code § 271.9051

3.6.3.5.1.1. Goods and Services less than \$500,000.00

In purchasing any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more bids from a vendor whose principal place of business is in the City and whose bid is within **five percent (5%)** of the lowest price received from a vendor who is not a resident of the City, the City may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

3.6.3.5.1.2. Goods and Services \$500,000.00 or more

In purchasing any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more bids from a vendor whose principal place of business is in the City and whose bid is within **three percent (3%)** of the lowest price received from a vendor who is not a resident of the City, the City may enter into a contract with:

- (1) the lowest bidder; or

- (2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

3.6.3.5.1.3. Awards for Construction Contracts less than \$100,000.00

In purchasing any real property, personal property that is not affixed to real property, or services, if a city receives one or more bids from a vendor whose principal place of business is in the city and whose bid is within **five percent (5%)** of the lowest price received from a vendor who is not a resident, the City may enter into a contract for construction services in an amount of less than \$100,000 with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

Local Preference Summary

Contract Amount	Goods	General Services	Construction Contracts
< \$ 100,000.00	5%	5%	5%
\$ 100,000.00 - \$ 499,999.99	5%	5%	see below
\$ 500,000.00+	3%	3%	see below

3.6.3.5.2. Texas vs. Out-of-State Vendors

Tex. Gov't Code § 2252.002

Texas law requires that out-of-state vendors, who reside in states that grant their residents a preference for in-state purchases, be evaluated in the same manner that a Texas vendor would be evaluated in the other vendor's home state.

A vendor's home state is determined by the location of its principal place of business. A vendor whose ultimate parent company or majority owner has its principal place of business in Texas would be considered a Texas vendor. Chapter 2252 does not apply to contracts involving federal funds.

In order to be awarded a contract as low bidder, an out-of-state vendor must bid at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a comparable contract in the state in which the out-of-state vendor's principal place of business is located.

In summary, the City must give a preference to in-state vendors if there is an out-of-state vendor that has bid on the contract, if that vendor is located in a state that discriminates against out-of-state vendors in its bid awards. In a bidding situation, if an out-of-state vendor's home state grants a **preference** to its resident vendors, an equal **penalty** is added to the nonresident vendor's proposal when bidding in Texas. The action is opposite, a preference becomes a penalty, but the amount is equal.

3.6.3.6. Award of Contract (Formal Purchases)

For Request for Proposals/Qualifications, the details of submissions received are not released to the public until after the contract is awarded by the City Council. This is to protect the interests of the City in situations where staff may wish to withhold information in order to obtain more favorable offers during negotiations. It is not designed to protect the interests of private parties that submit information.

The following are exceptions:

1. For Request for Proposals relating to construction projects, if pricing is requested in the published material, the prices must be publicly read aloud.

2. It does not apply when a single individual or entity is seeking a contract as there are no “competitors” for the contract.
3. Any portions of submissions that contain trade secrets or other commercial or financial information must be withheld and kept confidential by law.
4. For Request for Bids, the bid tabulation is posted prior to the award by Council.

When a selection committee is used, all scoring sheets, summary sheets, committee worksheets, etc. must be kept by the divisions and available to the public following the bid award.

All requests for information, before and after the award of contract, should be referred to the City Clerk’s office as a formal Public Information Request.

3.6.3.7. Protest, Review, and Appeal

When awards are not made to the lowest bidder, the facts and the basis for the award decision must be well documented and such documentation must remain available for public review.

Unsuccessful vendors wishing to protest an award are required to furnish sufficient evidence to challenge the decision within five business days of the award of the bid by the City Council. Review of the bid challenge will be made by the City Manager and their decision will be final. The City can continue with the bid award while awaiting a final decision on the appeal process.

4. EXCEPTIONS TO QUOTE REQUIREMENTS

4.1. Waiver of Bid or Quote Requirements

Loc. Gov't Code § 252.022

The following items do not require bids/quotes to be obtained:

- A. Advertising, other than legal notices.
- B. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
- C. Films, manuscripts, or books.
- D. Gas, water, and other utility services.
- E. Captive replacement parts or components for equipment.
- F. Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- G. Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- H. Products that are purchased to be resold to the public.
- I. Services and goods produced by blind or disabled persons.

4.2. Sole Source Purchases

Loc. Gov't Code § 252.022

On a case-by-case basis, bid or quote requirements may be waived due to a purchase being sole source. A sole source is a good or service that is only available from one vendor in the marketplace.

A sole source purchase may be approved if the vendor completes and returns the Sole Source Affidavit stating that they satisfy one of the following requirements:

- A. An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
- B. A film, manuscript, or book;
- C. A captive replacement part or component for equipment.

Sole Source Affidavits (on the extranet) must be renewed annually and follow the regular approval flow established by the City.

4.3. Cooperative Purchases

Bid or quote requirements may be waived if the purchase is made through a purchasing cooperative. City Council has the authority to approve admission into a new cooperative by resolution. Below is a current list of cooperatives the City is a member of, please contact Purchasing for further information:

- BuyBoard
- General Services Administration (GSA) (some federal restrictions apply)
- Houston-Galveston Area Council of Governments (HGAC)
- Sourcwell (formerly National Joint Powers Association (NJPA))
- National Purchasing Partners (NPP)
- Texas Cooperative Purchasing Network (TCPN)/ National Intergovernmental Purchasing Alliance (National IPA)
- Texas Department of Information Resources (DIR)

- The Interlocal Purchasing System (TIPS)
- Texas Multiple Award Schedule (TXMAS)
- U.S. Communities

4.4. Intergovernmental Purchases

The Texas Local Government Code permits the City to utilize other entities' contracts without going to bid, when the following criteria are met:

- An Interlocal Agreement, approved by the City Council and signed by both parties, must be on file in the City Clerk's Office.
- The contract must have an active period of performance.
- The purchase was advertised and competitively bid.
- The governmental entity, and the vendor, must be willing to share their contract pricing.
- A copy of the contract relating to the purchase, if applicable, must be reviewed by the City Attorney's office.

83rd Legislature House Bill 1050

- The purchase must not be construction-related goods or services in an amount greater than \$50,000.00 unless a person designated by the City certifies in writing that: (a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications by an architect or engineer under current law; or (b) the plans and specifications required by an architect or engineer under current law have already been prepared.
- If \$50,000.01 or more, the purchase must be approved by City Council.
- The current contract number, entity, and expiration date must appear on the purchase requisition and Purchase Order.

5. TYPES OF FORMAL SOLICITATIONS

5.1. Request for Bids (RFB)

State Law allows municipalities to utilize various methods of procurements to obtain the services or products that we may require. Those methods are:

5.1.1. Lowest Bid

This is the traditional method of obtaining goods and services where price is the only factor used to determine the contract award. This method should only be used for non-complex specifications (simple products).

5.1.2. Lowest Responsible Bidder

This method is commonly used for the purchase of goods and services in order to make a selection based on factors other than pricing. The “Lowest Responsible Bidder” is one who submits the lowest bid and who has proven themselves capable of performing a contract and/or appears financially and technically capable of adequately performing the contract. The selection criteria must be published in the RFB.

In determining if a bidder is “responsible” the following may be considered:

- A. Price
- B. Record of federal, state or local governmental entity suspension, termination or debarment
- C. References
- D. Safety record
- E. Vendor’s past relationship with the City
- F. Any relevant criteria specifically listed in the RFB

5.1.3. Best Value

In determining best value, the following criteria may be considered:

- A. Purchase price.
- B. Reputation of the vendor and vendor’s goods and services.
- C. Quality of the vendor’s goods and services.
- D. Extent to which goods and services meet the City’s needs.
- E. Vendor’s past relationship with the City.
- F. Impact on the City’s ability to comply with laws and rules relating to contracting with HUBs and nonprofit organizations employing persons with disabilities.
- G. Total long-term cost to the City to acquire the vendor’s goods and services.

5.2. Request for Proposals (RFP)

A procurement method where the City requests proposals based on the scope of work provided, ranks the vendors, negotiates a contract, and then awards the project to the vendor that offers the best overall proposal. The selection criteria must be published and should include specific factors for selecting vendors, e.g., pricing, references, financial stability, local experience, etc.

5.3. Request for Qualifications (RFQ)

A procurement method where the City requests vendor qualifications based on the scope of work provided (no pricing/cost information can be requested), ranks the vendors, negotiates a contract, and then awards the contract to most qualified vendor. The selection criteria must be published and should include specific factors

for selecting vendors, e.g., qualifications, references, financial stability, local experience, etc. Any vendor that provides pricing/cost information will be disqualified.

6. SPECIFIC PURCHASE TYPES

6.1. Construction

Tex. Gov't Code § 2269

All work on City property requires a contract signed by the City Manager and certificates of insurance. The department must prove that using an alternative method is the best value for the City. Unless prior authorization is given by City Council to use an alternative method, the City must use the Lowest Responsible Bid method for construction purchases. If a variance is approved by City Council, the City may use the construction manager-agent, construction manager-at-risk, design-build, job order contract, or request for competitive sealed proposal methods in lieu of standard competitive bidding.

These alternative delivery methods have some advantages over traditional competitive bidding since subjective considerations can be taken into account. When subjective criteria is used in the selection process, the City has greater flexibility to choose vendors that can provide maximum quality on every project. Further, alternative delivery systems are advantageous on projects where time, flexibility, and/or innovation is critical. The downside is that the selection process usually takes longer.

Purchasing can assist in selecting the best method for each project.

6.1.1. Construction Manager-Agent (CMA)

The construction manager-agent method allows the City to employ an agent to oversee a project on its behalf. The "agent" which is hired by the City is known as the CMA. Typically, the CMA will be a general contractor, architect, or engineer with experience constructing the type of project the City is building. The CMA manages the project for the City during the design and construction phase.

6.1.2. Construction Manager-at-Risk (CMAR)

Construction manager-at-risk is a delivery method by which the City contracts with an architect or engineer for design and construction phase services and also contracts with a construction manager-at-risk to serve as the general contractor.

The CMAR provides consultation during the design, construction, rehabilitation, alteration, or repair of a facility. Under this method of procurement, the contractor assumes the risk for any expenditures/work above the contracted price. The contracted price may be a guaranteed maximum price.

Once awarded the contract, the CMAR must publicly advertise for bids from trade contractors or subcontractors for the performance of all major elements of the work, as outlined by state law. The CMAR may only perform minor work itself unless it submits a bid/proposal in the same manner as others and is chosen by the governmental entity as the best value.

6.1.3. Design-Build

Design-build is a project delivery method by which the City contracts with a single entity to provide design and construction services. The City must also assign either a city architect, engineer, or contract separately from the design-build firm to provide oversight. This type of procurement method is normally used for building construction, but can also be used for some limited public works contracts. After the passage of H.B. 1050 in 2013, the use of design-build for civil projects is limited to cities whose population is between 100,000 and 500,000 (limited to four projects per fiscal year) and greater than 500,000 (limited to six projects per fiscal year).

6.1.4. Job Order Contracting

Job order contracting is a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite. This method applies only to a facility that is a building governed by accepted building codes, or a structure or land, whether improved or unimproved, that is associated with a building. Indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks. The solicitation must establish the maximum aggregate contract price when advertised. The job order method cannot be used for civil engineering construction projects or a building or structure that is incidental to a project that is primarily a civil engineering construction project. City Council must approve each job, task, or Purchase Order that exceeds \$50,000.00.

6.1.5. Request for Competitive Sealed Proposal

Request for Competitive Sealed Proposal is a procurement method that allows the City to award construction contracts based on project relevant weighted factors other than selecting a company on price alone. The selection criteria should be consistent with weighting for traditional bids and be a balanced approach between pricing options, vendor qualifications, vendor experience, and local economic support. The City Council proposed the following Local Preference weighting criteria for use in construction related projects over \$100,000.00 pursuant to Tex. Gov't Code § 2269.051 at meetings held August 6 and November 5, 2013:

Local Preference Weighting (Construction Projects)

Projected Contract Amount	%
\$ 100,000.01 to \$ 500,000.00	5%
\$ 500,000.01 to \$ 1,500,000.00	4%
\$ 1,500,000.01 or more	3%

6.1.6. Construction Project Bonding Requirements

Tex. Gov't Code § 2253.021

Payment and Performance Bonds are required for construction projects to protect the City's interests. The project's dollar value determines which bond(s) are needed.

6.1.6.1. Payment Bonds

A Payment Bond is a surety bond issued by an insurance company or bank to guarantee that a vendor will pay fees owed for labor and materials necessary for construction of a project. Construction contracts over \$50,000.00 require a Payment Bond. The Risk Manager approves its form prior to contract award.

6.1.6.2. Performance Bonds

A Performance Bond is a surety bond issued by an insurance company or bank to guarantee satisfactory completion of a project by a vendor. A Performance Bond is required for construction contracts over \$100,000.00. The bond must be in the full amount of the contract price, conditioned that the vendor will faithfully perform the contract, executed by a surety company authorized to do business in the state, payable to the City, and its form must be approved by the Risk Manager.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

Under this section, the following must be clearly and prominently displayed on the bond or on an attachment to the bond:

- A. the name, mailing address, physical address, and 10-digit telephone number of the surety company to which any notice of claim should be sent; or
- B. the toll-free telephone number maintained by the Texas Department of Insurance under Insurance Code 521.051, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a vendor for any public building, or other construction contract, to obtain a surety bond from any specific insurance or surety company, agent, or broker.

6.2. Professional and Personal Service Contracts

All services require a contract signed by the City Manager.

Tex. Gov't Code § 2254

Texas law states that **all** contracts, regardless of the dollar amount, must be reviewed by the City Attorney's Office and approved in accordance to standard approval thresholds. The professional fees under the contract

must be consistent with, and not higher than, the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

6.2.1. Professional Services

The City is prohibited from using competitive bidding procedures to obtain professional services. Instead, the City must first select the most highly qualified provider and then attempt to negotiate a fair and reasonable price. If the City is unable to negotiate a contract with the most highly qualified provider, the City must then formally end negotiations with that provider. After negotiations have formally ended, the City must select the next most highly qualified provider and attempt to negotiate a contract with that provider. If necessary, the City must continue the process of formally ending negotiations with one provider and selecting another provider for negotiations until a contract is obtained or all qualified providers have been eliminated.

Professional Services are considered as:

(A) within the scope of the practice, as defined by state law, of:

- (i) accounting;
- (ii) architecture;
- (iii) landscape architecture;
- (iv) land surveying;
- (v) medicine;
- (vi) optometry;
- (vii) professional engineering;
- (viii) real estate appraising;
- (ix) professional nursing; or

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

- (i) a certified public accountant;
- (ii) an architect;
- (iii) a landscape architect;
- (iv) a land surveyor;
- (v) a physician, including a surgeon;
- (vi) an optometrist;
- (vii) a professional engineer;
- (viii) a state certified or state licensed real estate appraiser; or
- (ix) a registered nurse.

Note: If the professional services desired by the City do not fall explicitly under the Professional Services Procurement Act, they may generally be obtained with or without the use of competitive bidding, as the City desires.

6.2.1.1. Engineer

If public health, safety, or welfare and professional engineering issues are involved, the engineering plans, specifications, and estimates for the construction of a public work generally must be prepared by a licensed professional engineer. Further, the engineering for construction usually must be executed under the direct supervision of a licensed professional engineer.

There are two circumstances in which the above requirements do not apply to the construction of a public work by the City.

1. A public work that involves a total expenditure of \$8,000.00 or less, even if the work involves structural, electrical or mechanical engineering.
2. A public work that does not involve structural, electrical or mechanical engineering, as long as the total contemplated expenditure on the project will not exceed \$20,000.00.

6.2.1.2. Architect

A registered architect must prepare the architectural plans and specifications for constructing a new city building if the building will be used for education, assembly, or office occupancy and the construction costs will exceed \$100,000.00.

Also, for any alteration or addition to an existing city building, a registered architect must prepare the architectural plans and specifications if the building is used or will be used for education, assembly, or office occupancy, the construction costs for the alteration or addition will exceed \$50,000.00, and the alteration or addition requires the removal, relocation, or addition of any walls or partitions, or requires the alteration or addition of an exit.

6.2.2. Personal Services

Loc. Gov't Code, § 252.022 (a) 4

Texas law exempts contracts for personal services from the competitive bidding requirements. The Texas Supreme Court has defined personal services to include only those services that are performed personally by the individual who was contracted to perform them. For a contract to qualify as a contract for personal services, the compensation in the contract should mainly pay for the labor of the individual providing the service, not for such things as insurance or materials.

Some examples are:

- Artistic Designers
- Referees
- Class Instructors

6.3. Asset Capitalization

6.3.1. Capital Assets

Capital assets are classified as specific pieces of real or personal property that meet the characteristics outlined by the City's Capital/Fixed Asset Policy which is available from Accounting.

6.3.1.1. Computer Purchases

Most computer purchases are considered a capital purchase.

To initiate a computer purchase, obtain a quote from IT. Enter all quote information into a purchase requisition and submit to Purchasing. The Purchasing Division will order most computer and computer-related products via P-card. Once these orders have been initiated, Purchasing will update the requisition to show an order number and charge the provided technology capital account.

Please note, if you receive a copy of a PO for computer-related products, it is your responsibility to process the order unless stated otherwise.

6.3.2. Non-Capital Assets

The following items are not considered Capital Assets:

1. Inventory – must be held for resale
2. Replacement/Spare Parts – cannot materially alter the asset

6.4. Equipment Leases

The procedure for leasing equipment is to determine the type of equipment needed, analyze all types of equipment/machinery available, develop specifications, and follow all quote/bid requirements established for purchases at the anticipated whole life dollar value of the lease. To calculate the whole life dollar value of the lease, include down payments, buyout costs (lease to own, option to purchase, balloon payment, etc.), and

sum of routine payments for the life of the lease. Prior to a Purchase Order award, all leases must be processed through the City Attorney's Office and signed by the City Manager.

6.5. Uniforms

The City has contracted with a uniform vendor to provide leased or purchased clothing items for eligible departments. Clothing items purchased outside of the contracted vendor must be reimbursed to the City. P-cards cannot be used for clothing purchases. For more details, see the complete Uniform Policy available on the extranet.

7. DISPOSAL OF SURPLUS PROPERTY

Surplus property can be any tangible, movable (not permanently affixed) item owned by the City for which there is no foreseeable use or need for continued ownership.

7.1. Overview

- A. When a Department Director determines that City property is no longer useful to the City but may be useful to another entity, they may offer the items for sale or donation.
- B. The Director must determine the salvage and surplus value of the property. Property with no value can be donated, but for all other property, the City should receive something of value in return.
- C. Each conveyance document must be signed by a person with adequate authority and be reviewed by the City Attorney's Office before being placed on the agenda for approval by City Council.

7.2. Disposing of Surplus Property by Auction

- A. The Director should compile a list of property to be auctioned, a complete description of the property, estimated value, asset number, and photographs (if possible) should be provided. All fleet items should be forwarded to the Fleet Services Division while non-fleet items should be forwarded to the Accounting Division.
- B. Prior to the auction, Fleet Services will distribute a listing of all available items to the City. If a department is interested in a surplus item, they must notify Fleet Services in writing. Items will be given to the first interested party.

7.3. Disposing of Surplus Property Outside of Auction

City Attorney Memo March 22, 2001

There is no legal requirement to put personal property out for bid before sale. However, the City is required to sell used property at fair market value, even to other governmental or volunteer groups. Situations may arise where a director wishes to sell or donate items outside of the auction process. Directors must contact the Legal Department before donating any items as Council approval is needed.

8. GENERAL GUIDELINES

8.1. Change Orders

Loc. Gov't Code § 271.060

A Change Order cannot be made until after a contract has been awarded and performance of the contract has begun.

If changes to plans or specifications, the quantity of work to be performed, or changes to the materials, equipment, or supplies to be furnished are necessary, the City may approve Change Orders.

The original contract price may not be increased by more than 25% of the amount awarded by the City Council. The original contract price may not be decreased under this section by more than 25% without the consent of the vendor. Should a Change Order be needed that increases the original contract value by more than 25%, the requested changes must be re-bid using City procedures.

Directors may approve Change Orders up to \$25,000.00, the City Manager may approve Change Orders \$25,000.01 to \$50,000.00, City Council must approve Change Orders \$50,000.01 or more. Change Orders \$25,000.01 or more require a CMO Change Order Approval Form available on the extranet.

8.2. Historically Underutilized Businesses (HUB)

When making an expenditure of \$3,000.01 or more but less than \$50,000.00, the City must contact at least three (3) HUB vendors for quotes. If there is not a certified HUB in Tom Green County, the City is exempt from this section, which must be noted in the purchase requisition.

The list of HUB vendors for Tom Green County can be found on the Texas Comptroller of Public Accounts website: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

8.3. Conflict Of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government 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 a vendor must complete to comply with this law, are available on the Texas Ethics Commission website at: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Departments are required to provide any vendor that is currently doing business with, or is seeking to do business with, the City a copy of the "Notice to Vendors". It is the vendor's responsibility to complete the Form CIQ and file it with the City Clerk of the City of San Angelo no later than the seventh business day after the vendor becomes aware of the facts that require the form to be filed.

8.4. Certificate of Interested Parties (Form 1295)

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

Filing Process:

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

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

The Form 1295 must be received, signed and original, within thirty (30) days of Council award or the contract may be voided.

8.5. Certificates of Insurance

Before any vendor is allowed to work on City property, department personnel must contact Risk Management to determine the insurance coverage required. Coverage and limits are determined by how much risk is involved. If required, the vendor must furnish the City with a current Certificate of Insurance, naming the City as an additional insured and waiver of subrogation prior to commencement of work.

8.6. Federal Funding

Purchases requiring an expenditure of federal funds shall be reviewed by the Purchasing Division and Grant Administrator to ensure compliance with Federal Regulations (Grant Assurances). Grants awarded to the City generally have specific requirements that must be included in the bid/proposal documents. If these requirements are not met, it is possible that funding can be revoked or a substantial penalty applied. The responsibility of ensuring that all required provisions are met lies with the department receiving the grant funds.

8.6.1. Prevailing Wages

Tex. Gov't Code § 2258

The Prevailing Wage Law requires that workers be paid certain hourly wages and benefits for all public works contracts regardless of the dollar amount. This chapter applies only to the construction of public works including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Wage and Hour decisions can be viewed at the following web address: <https://www.wdol.gov/dba.aspx>.

Projects for construction of public works or demolition of property tied to construction shall include a Prevailing Wage Decision as part of the bid specifications and it is the division's responsibility to ensure that wages for each labor class are paid according to the applicable Prevailing Wage Law.

An officer, agent, or representative of the City and vendor commits an offense if the person willfully violates or does not comply with the prevailing wage and benefit requirements. An offense under this section is punishable by:

- (1) a fine not to exceed \$500.00;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

As a part of the terms and conditions of a City contract, prime and subcontractors will be required to submit certified payrolls on a weekly basis to the City's representative. Certified payrolls list the workers on the job site, along with title/function in the particular week on the job site, and the wages paid to the worker. The City representative is responsible for monitoring the payrolls and conducting field audits and on-site interviews to verify information. If contractors are found to be in violation, a penalty may be assessed pursuant to state law.

8.7. Urgent and Emergency Purchases

8.7.1. Urgent Purchases

Urgent purchases occur when a situation arises that should have been anticipated and pre-planned, but does not have a potential public safety impact.

These purchases are not exempt from the standard quote and bid processes.

8.7.2. Emergency Purchases

Loc. Gov't Code § 252.022

Emergency purchases occur when a situation arises that was unforeseen, must be remedied immediately, and has a potential public safety impact. Examples of this are:

- Acts of God.
- Unforeseen repairs to machinery critical to City operations.
- Items/services needed to preserve and protect the health and safety of the City's residents.
- Unforeseen damage to public machinery, equipment or other property.

Emergency purchases are exempt from competitive bidding, though quotes should be obtained if practical.

8.7.2.1. Emergency Purchases Under \$50,000.00

If a department recognizes that an emergency has developed, they must do the following:

1. Estimate the cost of correcting the emergency.
2. Identify potential vendors to perform service and/or supply materials. Prevailing wages, insurance, and contract requirements are still required. Contact the City Attorney's Office and Purchasing with questions.
3. Enter a requisition into HTE, clearly marked as "Emergency." Fully document the reason for the emergency purchase in the comment section of the purchase requisition. Email SAPurch@cosatx.us to notify the Purchasing Division of the request.
4. The Purchasing Division will review the validity of the emergency request and issue a Purchase Order.

8.7.2.2. Emergency Purchases over \$50,000.00

If an emergency occurs that requires a purchase over \$50,000.00, contact Purchasing for assistance.

While emergency purchases are exempt from procurement law requirements, the City Charter requires all purchases in excess of \$50,000.00 be approved by the City Council. If Council approval cannot be obtained prior to purchase, the department must prepare an agenda item and request the purchase be ratified at the next Council meeting. It should be noted that until Council approves the item, the vendor is working at risk.

8.8. Freight

8.8.1. Shipping

Purchases must be shipped FOB destination, freight pre-paid. This means the carrier owns the merchandise until it reaches its destination and there will not be a separate invoice for freight. If anything should happen to the merchandise during shipping, the carrier is responsible for the filing of claims, instead of the City.

8.8.2. Receiving Freight and Shipments

It is the responsibility of the individual who signs the carrier's delivery receipt to properly receive all cartons they are signing for. Anyone who signs for receipt of goods acknowledges the item was received and accepted as delivered.

When receiving a shipment:

- A. Confirm the package or carton is being delivered to the proper location.
- B. Verify the number of cartons, crates, or pieces is correct according to quantities on the packing slip.
- C. Open packages and verify the order is correct.

D. Sign the delivery slip legibly to ensure readability should a tracking issue arise.

8.8.2.1. Damaged Cartons

Visible Damage - Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. The specific type of damage should be stated on the delivery receipt. The driver should sign (not just initial) your copy of the receipt legibly to verify they acknowledge the damage.

Concealed Damage - If the shipment of goods received shows no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

To address damaged cartons:

- A. Call the carrier immediately upon discovery of the damage and request an inspection. When making a request for an inspection, advise the carrier of the value of the damaged goods. If the value is less than \$50.00, most carriers will likely waive inspection. Notate the date and the person contacted.
- B. All shipping cartons should be retained for inspection.
- C. When inspection is made, specific damages should be notated by both parties and signed by both on the inspection report.

CITY OF SAN ANGELO



Purchasing Policy and Procedures Manual

Revised August 2018

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1. ABOUT PURCHASING

1.1. Mission Statement

To issue Purchase Orders, provide best value to citizens, ensure financially responsible purchasing decisions are made by City staff, and adhere to all federal, state, and local purchasing guidelines.

1.2. Code of Ethics

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to guide all employees engaged in the purchasing function so they may conduct themselves in an ethical manner that will represent the best interest of the City of San Angelo and its citizens.

Proper operation of the City Purchasing Division and City employees engaged in purchasing activities requires that:

- Actions of employees be impartial and fair.
- Decisions and policies are made in the proper channels of government structure.
- Public employment is not used for personal gain.
- Employees engaged in purchasing functions shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that results in personal gain that may affect their impartiality in making decisions on the job. Discounts or concessions realistically available to the general population, items received that do not result in personal gain, and samples for general City use are examples of items that are not considered gratuities.
- Personal judgment should be used. Any questions regarding particular scenarios should be referred to each employee's manager.

1.3. Goals

To ensure compliance with federal, state and local purchasing laws.

To protect and enhance the reputation of the City of San Angelo and its employees.

To treat all citizens equally with courtesy and impartiality, and refrain from granting any special advantage to any citizen beyond what is available to all citizens.

To provide efficient, productive, and economic service to the public.

To avoid real or potential conflicts between private and public duties, remembering that the public interest must be the principal concern.

To keep confidential all information acquired by reason of one's position which may be used for personal or financial gain for the employee or other persons.

To refrain from securing special privileges or exceptions for themselves or other persons that are not available to all citizens.

To avoid receiving, soliciting or otherwise obtaining anything of value that is greater than "nominal intrinsic value" from any public official, employee, vendor, or citizen that is intended to influence the performance of official duties.

To disclose to the appropriate authority the nature and extent of any financial or personal interest in a City contract, legislation, or in any type of transaction involving the City, when participating in the development of, or giving an official opinion on, the item.

2. METHODS TO PURCHASE

2.1. Purchase Orders (PO)

A Purchase Order is a document that authorizes a purchase transaction. When accepted by the seller, it becomes a contract binding both parties. A Purchase Order sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.

2.1.1. Blanket Purchase Orders (BPO)

Blanket Purchase Orders are generally issued for small routine purchases, such as supplies. A Blanket Purchase Order can be issued for purchases of \$3,000.00 or less, to cover items necessary for repair of unforeseen damage to equipment, machinery or property.

If you need a Blanket Purchase Order, enter a requisition into HTE. In the requisition comments field, notate BPO, provide an explanation, and list the co-op details or bid/contract number, if available.

Note: If funding is to be encumbered, you should not use a Blanket Purchase Order. A BPO will not encumber funds.

2.1.2. Inverted Purchase Orders

Inverted Purchase Orders are used for contracts where more than one payment will be made. For example, construction contracts, utilities, equipment leasing, etc. To create an Inverted Purchase Order, simply enter the contract value in the "QTY" field and \$1.00 in the "Unit Cost" field.

2.2. Purchasing Cards (P-cards)

Using a City issued P-card is approved as a payment method for all non-contracted purchases \$500.00 or less due to the low processing cost, faster payment to vendors, and rebate program. All City purchasing policies regarding quote/bid requirements apply. Proof of quote compliance must be attached to the monthly reconciliation packet. See P-card policy for complete details.

3. PURCHASE AMOUNTS AND APPROVALS

The lowest responsive quote that the department intends to use for purchase dictates which price threshold regulations apply. If the department begins the process and the lowest quote exceeds \$25,000.00, the quotes must be disregarded, and the Purchasing Manager must be contacted to begin the appropriate process.

3.1. Quote/Bid Requirements

	\$0-\$3,000.00	\$3,000.01-\$15,000.00	\$15,000.01-\$25,000.00	\$25,000.01-\$50,000.00	\$50,000.01 +	\$100,000.01+
Quotes	1 Quote	3 HUB Quotes (Verbal)	3 HUB Quotes Vendor Signed (Written)	Contact Purchasing	Contact Purchasing	Contact Purchasing
Supporting Documentation				City Manager RQ Form	City Manager RQ Form Council Minutes	City Manager RQ Form Council Minutes
HTE Approvals	Division Manager	Division Manager	Department Director	City Manager	City Council	City Council
Construction Bonds					Payment Bond	Performance & Payment Bonds

* All work on City property requires a contract signed by the City Manager (which require certificates of insurance)

3.2. Purchases \$3,000.00 or Less

A Supervisor, Division Manager, Director, Assistant City Manager, or the City Manager may authorize expenditures up to \$3,000.00 under the following procedures:

- The Department Director or their designee should select the vendor who will afford the City the best price/value. If the approximate price of a purchase is unknown, multiple quotes should be solicited.
- A Purchase Order must be issued prior to purchase.
- P-cards are only approved for single transactions \$500.00 or less.

3.3. Purchases \$3,000.01 to \$15,000.00

A Division Manager, Director, Assistant City Manager, or the City Manager may authorize expenditures up to \$15,000.00 under the following procedures:

- Prices shall be solicited from three or more vendors, recorded on the Quote Form from the extranet, and included in the quote section of the HTE purchase requisition. Quotations must include the cost of freight.
- The business name, ~~date~~, and name of the person giving the price quote must be recorded on the purchase requisition for in person, phone, or email quotes. Internet quotes should be entered into the comments section of the purchase requisition with the business name, ~~date~~, and company's web address. Quotation documentation must be kept on file by the department soliciting quotes.

- C. Quotes must be solicited from three or more historically underutilized businesses (HUBs) within Tom Green County for purchases from \$3,000.01 to \$50,000.00. If there are no HUB vendors, note that in the requisition comments.
- D. A Purchase Order must be issued prior to purchase.
- E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.4. Purchases \$15,000.01 to \$25,000.00

A Department Director, Assistant City Manager, or the City Manager may authorize expenditures up to \$25,000.00 under the following procedures:

- A. Three or more written quotes signed by the vendor must be received and recorded in the "Quote" section of the HTE purchase requisition. Quotations must include the cost of freight.
- B. The business name, ~~date~~, and name of the person giving the price quote must be recorded on the purchase requisition for in person, phone, or email quotes. Internet quotes should be entered into the comments section of the purchase requisition with the business name, ~~date~~, and company's web address. Quotation documentation must be kept on file by the department soliciting quotes.
- C. Quotes must be solicited from three or more HUBs within Tom Green County for purchases from \$3,000.01 to \$50,000.00. If there are no HUB vendors, note that in the requisition comments.
- D. A Purchase Order must be issued prior to purchase.
- E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.5. Purchases \$25,000.01 to \$50,000.00

An Assistant City Manager or the City Manager may authorize expenditures up to \$50,000.00 under the following procedures:

- A. Signed price quotations must be solicited by Purchasing in writing from three or more vendors for purchases in this price range. All quote documentation must be retained by the Purchasing Division pursuant to the City of San Angelo record retention program.
- B. Quotes must be solicited from three or more HUBs within Tom Green County for purchases from \$3,000.01 to \$50,000.00. If there are no HUB vendors, note that in the requisition comments.
- C. No purchase subject to this subsection shall be authorized until the CMO Requisition Approval Form (on the extranet) is signed by the Purchasing Manager, Finance Director, and City Manager's Office.
- D. A Purchase Order must be issued prior to purchase.
- E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

~~F. The City Manager receives a written report monthly prepared by the Purchasing Division of all expenditures authorized pursuant to this subsection.~~

3.6. Formal Purchases (\$50,000.01 or more)

The City Council must vote to authorize purchases \$50,000.01 or more under the following procedures:

- A. All formal competitive bids, proposals, and qualifications must be processed through the Purchasing Division.
- B. Solicitations must be advertised in the local newspaper.

- C. All formal bid and proposal documentation must be retained by the Purchasing Division pursuant to the City of San Angelo record retention program.
- D. No purchase subject to this subsection shall be authorized until the CMO Requisition Approval Form (on the extranet) is signed by the Purchasing Manager, Finance Director, and City Manager's Office.
- E. A Purchase Order must be issued prior to purchase.
- F. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

Note: Separate, component, or sequential purchases made in order to avoid the competitive bidding requirement are prohibited by Texas law.

The responsibilities for the bidding process are shared by Purchasing and the department requesting goods or services.

3.6.1. Division Responsibilities

1. Determine the need.
2. Verify budget funding. If necessary, obtain and complete a budget amendment. Contact the Budget Division for assistance.
3. Complete and email a Project Request Form (from the extranet) to Purchasing with the following attachments:
 - a. Scope of work
 - b. Special terms and conditions
 - c. Selection criteria and weighting (RFP and RFQs only)
 - d. Specifications
 - e. Drawings (if applicable)
 - f. Liquidated damages worksheet
 - g. Proposed bid form
 - h. Potential vendors
4. Perform final review of RFx documents and be prepared to answer questions from vendors routed by Purchasing via email while RFx is published.
5. Attend pre-bid conferences, if applicable, to answer vendors' questions.
6. Once submissions are opened, begin following the steps in Finalizing the RFx Process (on the extranet). Sample bid award and other letters are included in this document.
 - a. Review responses; make a selection with review committee
 - b. Ensure all committee members complete a Conflict of Interest Form (on the extranet)
 - c. Ensure the vendor is not debarred on www.sam.gov and print results
 - d. Prepare ~~your~~ the item for City Council
 - e. Send the vendor a Notice of Intent to Award
 - f. Work with City Attorney's Office to finalize a contract
 - g. For new vendors, contact Accounting to create a vendor number
7. Following approval by City Council, ~~begin~~ continue following the steps in Finalizing the RFx Process.
 - a. Submit a purchase requisition (with CMO Requisition Approval Form)
 - b. Send the vendor a Notice of Award and request for Form 1295
 - c. Obtain vendor's Certificate of Insurance
 - d. Collect bonds
 - e. Send the vendor a Formal Notice to Proceed

8. Administer bid for the life of the contract
 - a. Set up a preconstruction meeting
 - b. Monitor price increase requests, lapses in insurance coverage, bonding, etc.
 - c. Work with vendor for any Task Order or Change Order requests; forms available on the extranet
 - d. Monitor vendor performance through progress meetings/status reports
 - i. If performance issues arise, contact Purchasing and the City Attorney. All actions taken (requests for remediation, etc.) must be documented. The vendor shall be given the opportunity to correct any issues, and if necessary, the Vendor Performance Form located on the extranet should be completed and sent to the vendor (copies to Purchasing and City Attorney).

3.6.2. Purchasing Responsibilities

1. Receive Project Request Form and other required documents from division
2. Obtain the required insurance coverage amounts from the Risk Management Division
3. Obtain City Attorney's approval of draft contract
4. Assemble bid/proposal package
5. Establish pre-bid date and location and opening date
6. Place ads in newspaper and upload all documents to website
7. Distribute RFx invitations to potential vendors
8. Coordinate any questions/responses from vendors and division and publish any required addenda
9. Conduct RFx opening
10. Tabulate bid results and verify responsiveness
11. Review City Council agenda item and related attachments
12. Provide support to divisions at City Council during contract award proceedings
13. Prompt division to request Form 1295 from the selected vendor
14. Assist divisions with issuance of Purchase Order, Inverted Purchase Order, or Blanket Purchase Order. Regular Purchase Orders must be used for one-time payment contracts and Inverted Purchase Orders must be used when a contract requires payments over time. Blanket Purchase Orders should not be used for most contracts as they do not encumber budgeted funds. Multiyear contracts may require multiple annual Purchase Orders.

3.6.3. General

3.6.3.1. Notice Requirements

Tex. Gov't Code § 2269.052

A governmental entity shall advertise or publish notice of requests for bids, proposals, or qualifications in a manner prescribed by law. Notices are, at a minimum, required to be advertised in the local newspaper once a week for two consecutive weeks with the submission date no earlier than 14 days from the first publication date.

3.6.3.2. Restrictions on Communications

Requests for bids/proposals will contain a "Restrictions On Communications" section requesting vendors not to communicate with: 1) elected City officials and their staff regarding the solicitation from the time it has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the solicitation has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the

solicitation or response submitted by the vendor. All communications should be directed to the Purchasing Division to ensure all vendors are treated equally. Changes or clarifications to the original publicized documents are only binding when communicated through a written addendum.

3.6.3.3. Disqualifications

**Loc. Gov't Code § 252.0436*

Vendors may be disqualified from the bidding process for any of the following reasons:

- ~~The vendor is indebted to the City*.~~
- ~~The vendor is involved in any litigation against the City of San Angelo;~~
- ~~The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;~~
- ~~The vendor is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;~~
- ~~The bid is not received by the bid submittal deadline;~~
- ~~The bid is not executed by a person authorized to enter into a contract binding on the vendor; or,~~
- ~~The Bid Bond is not submitted by the bid submittal deadline or is not in the name of vendor submitting a bid.~~
- ~~Vendor does not turn the submission in on time, or~~
- ~~Vendor does not furnish a Bid Security when required, or~~
- ~~Vendor is Debarred or Suspended from working on government contracts, or~~
- ~~Vendor is indebted to the City*.~~

3.6.3.4. Evaluation/Selection Committees and Duties

Serving on an evaluation committee is a commitment to the City to evaluate a proposal in a fair and unbiased manner. Committee members have the following duties:

- Complete a Conflict ~~Disclosure Statement~~ of Interest Form
- Attend all committee meetings
- Read the RFX and all addenda to acquaint yourself with the nature of the requested goods or services
- Read all vendor responses fully
- Render a fair and impartial evaluation based exclusively upon the evaluation criteria as published in the RFP/RFQ utilizing:
 - The contents of the vendors' proposals;
 - Information gained from clarification of proposals;
 - Oral presentations; and
 - Other legitimate sources of reference.
- Keep all information contained in the submission or obtained during the evaluation process confidential (all information must be available publically upon award of the contract)

3.6.3.5. Special Considerations

3.6.3.5.1. Local Business Preference Consideration (Bids)

Loc. Gov't Code § 271.9051

3.6.3.5.1.1. Goods and Services less than \$500,000.00

In purchasing any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more bids from a biddervendor whose principal place of business is in the City and whose bid is within **five percent (5%)** of the lowest price received from a biddervendor who is not a resident of the City, the City may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

3.6.3.5.1.2. Goods and Services \$500,000.00 or more

In purchasing any real property, ~~or~~ personal property that is not affixed to real property, or services, if a municipality receives one or more bids from a biddervendor whose principal place of business is in

the City and whose bid is within **three percent (3%)** of the lowest price received from a **biddervendor** who is not a resident of the City, the City may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

3.6.3.5.1.3. Awards for Construction Contracts less than \$100,000.00

In purchasing any real property, personal property that is not affixed to real property, or services, if a city receives one or more bids from a **biddervendor** whose principal place of business is in the city and whose bid is within **five percent (5%)** of the lowest price received from a **biddervendor** who is not a resident, the City may enter into a contract for construction services in an amount of less than \$100,000 with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

Local Preference Summary

Contract Amount	Goods	General Services	Construction Contracts
< \$ 100,000.00	5%	5%	5%
\$ 100,000.00 - \$ 499,999.99	5%	5%	see below
\$ 500,000.00+	3%	3%	see below

3.6.3.5.2. Texas vs. Out-of-State Vendors

Tex. Gov't Code § 2252.002

Texas law requires that out-of-state vendors, who reside in states that grant their residents a preference for in-state purchases, be evaluated in the same manner that a Texas vendor would be evaluated in the other vendor's home state.

A vendor's home state is determined by the location of its principal place of business. A vendor whose ultimate parent company or majority owner has its principal place of business in Texas would be considered a Texas vendor. Chapter 2252 does not apply to contracts involving federal funds.

In order to be awarded a contract as low bidder, an out-of-state vendor must bid at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a comparable contract in the state in which the out-of-state vendor's principal place of business is located.

In summary, the City must give a preference to in-state vendors if there is an out-of-state vendor that has bid on the contract, if that vendor is located in a state that discriminates against out-of-state vendors in its bid awards. In a bidding situation, if an out-of-state vendor's home state grants a **preference** to its resident **biddervendor**s, an equal **penalty** is added to the nonresident vendor's proposal when bidding in Texas. The action is opposite, a preference becomes a penalty, but the amount is equal.

3.6.3.6. Award of Contract (Formal Purchases)

For Request for Proposals/Qualifications, the details of submissions received are not released to the public until after the contract is awarded by the City Council. This is to protect the interests of the City in situations where staff may wish to withhold information in order to obtain more favorable offers during negotiations. It is not designed to protect the interests of private parties that submit information.

The following are exceptions:

1. For Request for Proposals relating to construction projects, if pricing is requested in the published material, the prices must be publicly read aloud.
2. It does not apply when a single individual or entity is seeking a contract as there are no “competitors” for the contract.
3. Any portions of submissions that contain trade secrets or other commercial or financial information must be withheld and kept confidential by law.
4. For Request for Bids, the bid tabulation is posted prior to the award by Council.

When a selection committee is used, all scoring sheets, summary sheets, committee worksheets, etc. must be kept by the divisions and available to the public following the bid award.

All requests for information, before and after the award of contract, should be referred to the City Clerk’s office as a formal Public Information Request.

3.6.3.7. Protest, Review, and Appeal

When awards are not made to the lowest bidder, the facts and the basis for the award decision must be well documented and such documentation must remain available for public review.

Unsuccessful ~~bidders~~ vendors wishing to protest an award are required to furnish sufficient evidence to challenge the decision within five business days of the award of the bid by the City Council. Review of the bid challenge will be made by the City Manager and their decision will be final. The City can continue with the bid award while awaiting a final decision on the appeal process.

4. EXCEPTIONS TO QUOTE REQUIREMENTS

4.1. Waiver of Bid or Quote Requirements

Loc. Gov't Code § 252.022

The following items do not require bids/quotes to be obtained:

- A. Advertising, other than legal notices.
- B. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
- C. Films, manuscripts, or books.
- D. Gas, water, and other utility services.
- E. Captive replacement parts or components for equipment.
- F. Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- G. Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- H. Products that are purchased to be resold to the public.
- I. Services and goods produced by blind or disabled persons.

4.2. Sole Source Purchases

Loc. Gov't Code § 252.022

On a case-by-case basis, bid or quote requirements may be waived due to a purchase being sole source. A sole source is a good or service that is only available from one vendor in the marketplace.

A sole source purchase may be approved if the vendor completes and returns the Sole Source Affidavit stating that they satisfy one of the following requirements:

- A. An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
- B. A film, manuscript, or book;
- C. A captive replacement part or component for equipment.

Sole Source Affidavits (on the extranet) must be renewed annually and follow the regular approval flow established by the City.

4.3. Cooperative Purchases

Bid or quote requirements may be waived if the purchase is made through a purchasing cooperative. City Council has the authority to approve admission into a new cooperative by resolution. Below is a current list of cooperatives the City is a member of, please contact Purchasing for further information:

- BuyBoard
- General Services Administration (GSA) (some federal restrictions apply)
- Houston-Galveston Area Council of Governments (HGAC)
- Sourcewell (formerly National Joint Powers Association (NJPA))
- National Purchasing Partners (NPP)
- Texas Cooperative Purchasing Network (TCPN)/ National Intergovernmental Purchasing Alliance (National IPA)
- Texas Department of Information Resources (DIR)

- The Interlocal Purchasing System (TIPS)
- Texas Multiple Award Schedule (TXMAS)
- U.S. Communities

4.4. Intergovernmental Purchases

The Texas Local Government Code permits the City to utilize other entities' contracts without going to bid, when the following criteria are met:

- An Interlocal Agreement, approved by the City Council and signed by both parties, must be on file in [the](#) City Clerk's Office.
- The contract must have an active period of performance.
- The purchase was advertised and competitively bid.
- The governmental entity, and the vendor, must be willing to share their contract pricing.
- A copy of the contract relating to the purchase, if applicable, must be reviewed by the City Attorney's office.

83rd Legislature House Bill 1050

- The purchase must not be construction-related goods or services in an amount greater than \$50,000.00 unless a person designated by the City certifies in writing that: (a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications by an architect or engineer under current law; or (b) the plans and specifications required by an architect or engineer under current law have already been prepared.
- If \$50,000.01 or more, the purchase must be approved by City Council.
- The current contract number, entity, and expiration date must appear on the purchase requisition and Purchase Order.

5. TYPES OF FORMAL SOLICITATIONS

5.1. Request for Bids (RFB)

State Law allows municipalities to utilize various methods of procurements to obtain the services or products that we may require. Those methods are:

5.1.1. Lowest Bid

This is the traditional method of obtaining goods and services where price is the only factor used to determine the contract award. This method should only be used for non-complex specifications (simple products).

5.1.2. Lowest Responsible Bidder

This method is commonly used for the purchase of goods and services in order to make a selection based on factors other than pricing. The “Lowest Responsible Bidder” is one who submits the lowest bid and who has proven themselves capable of performing a contract and/or appears financially and technically capable of adequately performing the contract. The selection criteria must be published in the RFB.

In determining if a bidder is “responsible” the following may be considered:

A. Price

B. Record of federal, state or local governmental entity suspension, termination or debarment

C. References

D. Safety record

E. Vendor's past relationship with the City

F. Any relevant criteria specifically listed in the RFB

~~A. Was pricing provided as requested?~~

~~B. Does the bid meet minimum specifications? Specifications should be written so that the only difference between bids is price.~~

~~C. Can the contractor start and complete the project with the time specified?~~

~~D. Does the bidder indicate an ability to complete projects within budget?~~

~~E. Does the bidder have the financial resources to provide necessary equipment, materials, supplies, etc. to successfully complete the project?~~

~~F. Can the bidder provide a performance and payment bond in an amount equal to the total amount of the project?~~

~~G. Can the bidder provide the required insurance coverage as specified?~~

~~H. Is the bidder on the federal, state or other debarment lists?~~

~~I. Does the contractor have a satisfactory work history with the City?~~

~~J. Do the bidder and bidder's subcontractors have adequate experience or technical experience to successfully fulfill the contract requirements?~~

~~K. Did the bidder provide adequate references?~~

~~L. Have the bidder or bidder's subcontractors been convicted of any criminal acts?~~

~~M. Has the bidder ever been contentious, litigious, or generally difficult on providing services and compliance?~~

~~N. Did the bidder provide a list of similar projects of similar size and value?~~

~~O. What is the bidder's quality and performance of previous contracts?~~

~~P. Has the bidder been terminated from a project for noncompliance or substandard work?~~

~~Q. Does the contractor have a permanent place of business?~~

~~Does the bidder have a satisfactory safety record (where safety standards must be published in the bid)?~~

5.1.3. Best Value

In determining best value, the following criteria may be considered:

- A. Purchase price.
- B. Reputation of the ~~biddervendor~~ and ~~biddervendor~~'s goods and services.
- C. Quality of the ~~biddervendor~~'s goods and services.
- D. Extent to which goods and services meet the City's needs.
- E. ~~BidderVendor~~'s past relationship with the City.
- F. Impact on the City's ability to comply with laws and rules relating to contracting with HUBs and nonprofit organizations employing persons with disabilities.
- G. Total long-term cost to the City to acquire the ~~biddervendor~~'s goods and services.

5.2. Request for Proposals (RFP)

A procurement method where the City requests proposals based on the scope of work provided, ranks the ~~offerorvendor~~s, negotiates a contract, and then awards the project to the ~~contractorvendor~~ that offers the best overall proposal. The selection criteria must be published and should include specific factors for selecting ~~contractorvendors~~, e.g., pricing, references, financial stability, local experience, etc.

5.3. Request for Qualifications (RFQ)

A procurement method where the City requests vendor qualifications based on the scope of work provided (no pricing/cost information can be requested), ranks the ~~offerorvendors~~, negotiates a contract, and then awards the contract to most qualified vendor. The selection criteria must be published and should include specific factors for selecting ~~contractorvendors~~, e.g., qualifications, references, financial stability, local experience, etc. Any vendor that provides pricing/cost information will be disqualified.

6. SPECIFIC PURCHASE TYPES

6.1. Construction

Tex. Gov't Code § 2269

All work on City property requires a contract signed by the City Manager and certificates of insurance. -The department must prove that using an alternative method is the best value for the City. Unless prior authorization is given by City Council to use an alternative method, the City must use the Lowest Responsible Bid method for construction purchases. -If a variance is approved by City Council, the City may use the construction manager-agent, construction manager-at-risk, design-build, job order contract, or request for competitive sealed proposal methods in lieu of standard competitive bidding.

These alternative delivery methods have some advantages over traditional competitive bidding since subjective considerations can be taken into account. When subjective criteria is used in the selection process, the City has greater flexibility to choose contractor/vendors that can provide maximum quality on every project. Further, alternative delivery systems are advantageous on projects where time, flexibility, and/or innovation is critical. The downside is that the selection process usually takes longer.

Purchasing can assist in selecting the best method for each project.

6.1.1. Construction Manager-Agent (CMA)

The construction manager-agent method allows the City to employ an agent to oversee a project on its behalf. The "agent" which is hired by the City is known as the CMA. Typically, the CMA will be a general contractor, architect, or engineer with experience constructing the type of project the City is building. The CMA manages the project for the City during the design and construction phase.

6.1.2. Construction Manager-at-Risk (CMAR)

Construction manager-at-risk is a delivery method by which the City contracts with an architect or engineer for design and construction phase services and also contracts with a construction manager-at-risk to serve as the general contractor.

The CMAR provides consultation during the design, construction, rehabilitation, alteration, or repair of a facility. Under this method of procurement, the contractor assumes the risk for any expenditures/work above the contracted price. The contracted price may be a guaranteed maximum price.

Once awarded the contract, the CMAR must publicly advertise for bids from trade contractors or subcontractors for the performance of all major elements of the work, as outlined by state law. The CMAR may only perform minor work itself unless it submits a bid/proposal in the same manner as others and is chosen by the governmental entity as the best value.

6.1.3. Design-Build

Design-build is a project delivery method by which the City contracts with a single entity to provide design and construction services. The City must also assign either a city architect, engineer, or contract separately from the design-build firm to provide oversight. This type of procurement method is normally used for building construction, but can also be used for some limited public works contracts. After the passage of H.B. 1050 in 2013, the use of design-build for civil projects is limited to cities whose population is between 100,000 and 500,000 (limited to four projects per fiscal year) and greater than 500,000 (limited to six projects per fiscal year).

6.1.4. Job Order Contracting

Job order contracting is a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite. This method applies only to a facility that is a building governed by accepted building codes, or a structure or land, whether improved or unimproved, that is associated with a building. Indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks. The solicitation must establish the maximum aggregate contract price when advertised. The job order method cannot be used for civil engineering construction projects or a building or structure that is incidental to a project that is primarily a civil engineering construction project. City Council must approve each job, task, or Purchase Order that exceeds \$50,000.00.

6.1.5. Request for Competitive Sealed Proposal

Request for Competitive Sealed Proposal is a procurement method that allows the City to award construction contracts based on project relevant weighted factors other than selecting a company on price alone. The selection criteria should be consistent with weighting for traditional bids and be a balanced approach between pricing options, ~~contractor~~ vendor qualifications, ~~contractor~~ vendor experience, and local economic support. The City Council proposed the following Local Preference weighting criteria for use in construction related projects over \$100,000.00 pursuant to Tex. Gov't Code § 2269.051 at meetings held August 6 and November 5, 2013:

Local Preference Weighting (Construction Projects)

Projected Contract Amount	%
\$ 100,000.01 to \$ 500,000.00	5%
\$ 500,000.01 to \$ 1,500,000.00	4%
\$ 1,500,000.01 or more	3%

6.1.6. Construction Project Bonding Requirements

Tex. Gov't Code § 2253.021

Payment and Performance Bonds are required for construction projects to protect the City's interests. The project's dollar value determines which bond(s) are needed.

6.1.6.1. Payment Bonds

A Payment Bond is a surety bond issued by an insurance company or bank to guarantee that a ~~contractor~~ vendor will pay fees owed for labor and materials necessary for construction of a project. Construction contracts over \$50,000.00 require a Payment Bond. The Risk Manager approves its form prior to contract award.

6.1.6.2. Performance Bonds

A Performance Bond is a surety bond issued by an insurance company or bank to guarantee satisfactory completion of a project by a ~~contractor~~ vendor. A Performance Bond is required for construction contracts over \$100,000.00. The bond must be in the full amount of the contract price, conditioned that the ~~contractor~~ vendor will faithfully perform the contract, executed by a surety company authorized to do business in the state, payable to the City, and its form must be approved by the Risk Manager.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

Under this section, the following must be clearly and prominently displayed on the bond or on an attachment to the bond:

- A. the name, mailing address, physical address, and 10-digit telephone number of the surety company to which any notice of claim should be sent; or
- B. the toll-free telephone number maintained by the Texas Department of Insurance under Insurance Code 521.051, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a ~~contractor~~ vendor for any public building, or other construction contract, to obtain a surety bond from any specific insurance or surety company, agent, or broker.

6.2. Professional and Personal Service Contracts

All services require a contract signed by the City Manager.

Tex. Gov't Code § 2254

Texas law states that **all** contracts, regardless of the dollar amount, must be reviewed by the City Attorney's Office and approved in accordance to standard approval thresholds. The professional fees under the contract must be consistent with, and not higher than, the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

6.2.1. Professional Services

The City is prohibited from using competitive bidding procedures to obtain professional services. Instead, the City must first select the most highly qualified provider and then attempt to negotiate a fair and reasonable price. If the City is unable to negotiate a contract with the most highly qualified provider, the City must then formally end negotiations with that provider. After negotiations have formally ended, the City must select the next most highly qualified provider and attempt to negotiate a contract with that provider. If necessary, the City must continue the process of formally ending negotiations with one provider and selecting another provider for negotiations until a contract is obtained or all qualified providers have been eliminated.

Professional Services are considered as:

(A) within the scope of the practice, as defined by state law, of:

- (i) accounting;
- (ii) architecture;
- (iii) landscape architecture;
- (iv) land surveying;
- (v) medicine;
- (vi) optometry;
- (vii) professional engineering;
- (viii) real estate appraising;
- (ix) professional nursing; or

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

- (i) a certified public accountant;
- (ii) an architect;
- (iii) a landscape architect;
- (iv) a land surveyor;
- (v) a physician, including a surgeon;
- (vi) an optometrist;
- (vii) a professional engineer;
- (viii) a state certified or state licensed real estate appraiser; or
- (ix) a registered nurse.

Note: If the professional services desired by the City do not fall explicitly under the Professional Services Procurement Act, they may generally be obtained with or without the use of competitive bidding, as the City desires.

6.2.1.1. Engineer

If public health, safety, or welfare and professional engineering issues are involved, the engineering plans, specifications, and estimates for the construction of a public work generally must be prepared by a licensed professional engineer. Further, the engineering for construction usually must be executed under the direct supervision of a licensed professional engineer.

There are two circumstances in which the above requirements do not apply to the construction of a public work by the City.

1. A public work that involves a total expenditure of \$8,000.00 or less, even if the work involves structural, electrical or mechanical engineering.
2. A public work that does not involve structural, electrical or mechanical engineering, as long as the total contemplated expenditure on the project will not exceed \$20,000.00.

6.2.1.2. Architect

A registered architect must prepare the architectural plans and specifications for constructing a new city building if the building will be used for education, assembly, or office occupancy and the construction costs will exceed \$100,000.00.

Also, for any alteration or addition to an existing city building, a registered architect must prepare the architectural plans and specifications if the building is used or will be used for education, assembly, or office occupancy, the construction costs for the alteration or addition will exceed \$50,000.00, and the alteration or addition requires the removal, relocation, or addition of any walls or partitions, or requires the alteration or addition of an exit.

6.2.2. Personal Services

Loc. Gov't Code, § 252.022 (a) 4

Texas law exempts contracts for personal services from the competitive bidding requirements. The Texas Supreme Court has defined personal services to include only those services that are performed personally by the individual who was contracted to perform them. For a contract to qualify as a contract for personal services, the compensation in the contract should mainly pay for the labor of the individual providing the service, not for such things as insurance or materials.

Some examples are:

- Artistic Designers
- Referees
- Class Instructors

6.3. Asset Capitalization

6.3.1. Capital Assets

Capital assets are classified as specific pieces of real or personal property that meet the characteristics outlined by the City's Capital/Fixed Asset Policy which is available from: ~~contact Accounting for the latest version.~~

6.3.1.1. Computer Purchases

Most computer purchases are considered a capital purchase.

To initiate a computer purchase, obtain a quote from IT. Enter all quote information into a purchase requisition and submit to Purchasing. The Purchasing Division will order most computer and computer-related products via P-card. Once these orders have been initiated, Purchasing will update the requisition to show an order number and charge the provided technology capital account.

Please note, if you receive a copy of a PO for computer-related products, it is your responsibility to process the order unless stated otherwise.

6.3.2. Non-Capital Assets

The following items are not considered Capital Assets:

1. Inventory – must be held for resale
2. Replacement/Spare Parts – cannot materially alter the asset

6.4. Equipment Leases

The procedure for leasing equipment is to determine the type of equipment needed, analyze all types of equipment/machinery available, develop specifications, and follow all quote/bid requirements established for purchases at the anticipated whole life dollar value of the lease. To calculate the whole life dollar value of the lease, include down payments, buyout costs (lease to own, option to purchase, balloon payment, etc.), and sum of routine payments for the life of the lease. Prior to a Purchase Order award, all leases must be processed through the City Attorney's Office and signed by the City Manager.

6.5. Furniture

~~All furniture purchases, regardless of cost or purchase method (Purchase Order or P-card), require a CMO Furniture Approval Form. Forms are located on the extranet and must be signed by the City Manager's Office.~~

6.6.6.5. Uniforms

The City has contracted with a uniform vendor to provide leased or purchased clothing items for eligible departments. Clothing items purchased outside of the contracted vendor must be reimbursed to the City. P-cards cannot be used for clothing purchases. For more details, see the complete Uniform Policy available on the extranet.

7. DISPOSAL OF SURPLUS PROPERTY

Surplus property can be any tangible, movable (not permanently affixed) item owned by the City for which there is no foreseeable use or need for continued ownership.

7.1. Overview

- A. When a Department Director determines that City property is no longer useful to the City but may be useful to another entity, they may offer the items for sale or donation.
- B. The Director must determine the salvage and surplus value of the property. Property with no value can be donated, but for all other property, the City should receive something of value in return.
- C. Each conveyance document must be signed by a person with adequate authority and be reviewed by the City Attorney's Office before being placed on the agenda for approval by City Council.

7.2. Disposing of Surplus Property by Auction

- A. ~~The Each d~~Director should compile a list of property to be auctioned, a complete description of the property, estimated value, asset number, and photographs (if possible) should be provided. All fleet items should be forwarded to the Fleet Services Division while non-fleet items should be forwarded to the Accounting Division.
- B. Prior to the auction, Fleet Services will distribute a listing of all available items to the City. If a department is interested in a surplus item, they must notify Fleet Services in writing. Items will be given to the first interested party.

7.3. Disposing of Surplus Property Outside of Auction

City Attorney Memo March 22, 2001

There is no legal requirement to put personal property out for bid before sale. However, the City is required to sell used property at fair market value, even to other governmental or volunteer groups. Situations may arise where a director wishes to sell or donate items outside of the auction process. Directors must contact the Legal Department before donating any items as Council approval is needed.

8. GENERAL GUIDELINES

8.1. Change Orders

Loc. Gov't Code § 271.060

A Change Order cannot be made until after a contract has been awarded and performance of the contract has begun.

If changes to plans or specifications, the quantity of work to be performed, or changes to the materials, equipment, or supplies to be furnished are necessary, the City may approve Change Orders.

The original contract price may not be increased by more than 25% of the amount awarded by the City Council. The original contract price may not be decreased under this section by more than 25% without the consent of the ~~contractor~~ vendor. Should a Change Order be needed that increases the original contract value by more than 25%, the requested changes must be re-bid using City procedures.

Directors may approve Change Orders up to \$25,000.00, the City Manager may approve Change Orders \$25,000.01 to \$50,000.00, City Council must approve Change Orders \$50,000.01 or more. Change Orders \$25,000.01 or more require a CMO Change Order Approval Form available on the extranet.

8.2. Historically Underutilized Businesses (HUB)

When making an expenditure of \$3,000.01 or more but less than \$50,000.00, the City must contact at least three (3) HUB vendors for quotes. If there is not a certified HUB in Tom Green County, the City is exempt from this section, which must be noted in the purchase requisition.

The list of HUB vendors for Tom Green County can be found on the Texas Comptroller of Public Accounts website: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

8.3. Conflict Of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government 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 a vendor must complete to comply with this law, are available on the Texas Ethics Commission website at: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Departments are required to provide any vendor that is currently doing business with, or is seeking to do business with, the City a copy of the "Notice to Vendors". It is the vendor's responsibility to complete the Form CIQ and file it with the City Clerk of the City of San Angelo no later than the seventh business day after the vendor becomes aware of the facts that require the form to be filed.

8.4. Certificate of Interested Parties (Form 1295)

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

Filing Process:

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

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

The Form 1295 must be received, signed and original, within thirty (30) days of Council award or the contract may be voided.

8.5. Certificates of Insurance

Before any **contractor/vendor** is allowed to work on City property, department personnel must contact Risk Management to determine the insurance coverage required. Coverage and limits are determined by how much risk is involved. If required, the **contractor/vendor** must furnish the City with a current Certificate of Insurance, naming the City as an additional insured and waiver of subrogation prior to commencement of work.

8.6. Federal Funding

Purchases requiring an expenditure of federal funds shall be reviewed by the Purchasing Division and Grant Administrator to ensure compliance with Federal Regulations (Grant Assurances). Grants awarded to the City generally have specific requirements that must be included in the bid/proposal documents. If these requirements are not met, it is possible that funding can be revoked or a substantial penalty applied. The responsibility of ensuring that all required provisions are met lies with the department receiving the grant funds.

8.6.1. Prevailing Wages

Tex. Gov't Code § 2258

The Prevailing Wage Law requires that workers be paid certain hourly wages and benefits for all public works contracts regardless of the dollar amount. This chapter applies only to the construction of public works including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Wage and Hour decisions can be viewed at the following web address: <https://www.wdol.gov/dba.aspx>. <http://www.access.gpo.gov/davisbacon/tx.html>

Projects for construction of public works or demolition of property tied to construction shall include a Prevailing Wage Decision as part of the bid specifications and it is the division's responsibility to ensure that wages for each labor class are paid according to the applicable Prevailing Wage Law.

An officer, agent, or representative of the City and **contractor/vendor** commits an offense if the person willfully violates or does not comply with the prevailing wage and benefit requirements. An offense under this section is punishable by:

- (1) a fine not to exceed \$500.00;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

As a part of the terms and conditions of a City contract, prime and subcontractors will be required to submit certified payrolls on a weekly basis to the City's representative. Certified payrolls list the workers on the job site, along with title/function in the particular week on the job site, and the wages paid to the worker. The City representative is responsible for monitoring the payrolls and conducting field audits and on-site interviews to verify information. If contractors are found to be in violation, a penalty may be assessed pursuant to state law.

8.7. Urgent and Emergency Purchases

8.7.1. Urgent Purchases

Urgent purchases occur when a situation arises that should have been anticipated and pre-planned, but does not have a potential public safety impact.

These purchases are not exempt from the standard quote and bid processes.

8.7.2. Emergency Purchases

Emergency purchases occur when a situation arises that was unforeseen, must be remedied immediately, and has a potential public safety impact. Examples of this are:

- Acts of God.
- Unforeseen repairs to machinery critical to City operations.
- Items/services needed to preserve and protect the health and safety of the City's residents.
- Unforeseen damage to public machinery, equipment or other property.

Emergency purchases are exempt from competitive bidding, though quotes should be obtained if practical.

8.7.2.1. Emergency Purchases Under \$50,000.00

If a department recognizes that an emergency has developed, they must do the following:

1. Estimate the cost of correcting the emergency.
2. Identify potential vendors to perform service and/or supply materials. Prevailing wages, insurance, and contract requirements are still required. Contact the City Attorney's Office and Purchasing with questions.
3. Enter a requisition into HTE, clearly marked as "Emergency." Fully document the reason for the emergency purchase in the comment section of the purchase requisition. Email SAPurch@cosatx.us to notify the Purchasing Division of the request.
4. The Purchasing Division will review the validity of the emergency request and issue a Purchase Order.

8.7.2.2. Emergency Purchases over \$50,000.00

If an emergency occurs that requires a purchase over \$50,000.00, contact Purchasing for assistance.

While emergency purchases are exempt from procurement law requirements, the City Charter requires all purchases in excess of \$50,000.00 be approved by the City Council. If Council approval cannot be obtained prior to purchase, the department must prepare an agenda item and request the purchase be ratified at the next Council meeting. It should be noted that until Council approves the item, the vendor is working at risk.

8.8. Freight

8.8.1. Shipping

Purchases must be shipped FOB destination, freight pre-paid. This means the carrier owns the merchandise until it reaches its destination and there will not be a separate invoice for freight. If anything should happen to the merchandise during shipping, the carrier is responsible for the filing of claims, instead of the City.

8.8.2. Receiving Freight and Shipments

It is the responsibility of the individual who signs the carrier's delivery receipt to properly receive all cartons they are signing for. Anyone who signs for receipt of goods acknowledges the item was received and accepted as delivered.

When receiving a shipment:

- A. Confirm the package or carton is being delivered to the proper location.
- B. Verify the number of cartons, crates, or pieces is correct according to quantities on the packing slip.
- C. Open packages and verify the order is correct.

D. Sign the delivery slip legibly to ensure readability should a tracking issue arise.

8.8.2.1. Damaged Cartons

Visible Damage - Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. The specific type of damage should be stated on the delivery receipt. The driver should sign (not just initial) your copy of the receipt legibly to verify they acknowledge the damage.

Concealed Damage - If the shipment of goods received shows no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

To address damaged cartons:

- A. Call the carrier immediately upon discovery of the damage and request an inspection. ~~Notate the date and the person contacted.~~ When making a request for an inspection, advise the carrier of the value of the damaged goods. If the value is less than \$50.00, most carriers will likely waive inspection. Notate the date and the person contacted.
- B. All shipping cartons should be retained for inspection.
- C. When inspection is made, specific damages should be notated by both parties and signed by both on the inspection report.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 7, 2018

Item type: Regular Item

Caption:

Consider a resolution authorizing the City Manager, or his designee, to execute a 96-square foot aerial easement for proposed new awnings and exterior lighting on an existing building to encroach upon rights-of-way along the east side of 28 N. Chadbourne St (James)

Summary/History:

The applicants, Jim and Julie Raymond, are proposing to construct and legalize various improvements on the building at 28 North Chadbourne Street. These improvements encroach into the public right-of-way on the west side of the buildings as follows:

- New fabric awning structures, above the west facade of the Building, projecting 4' into the right-of-way along North Chadbourne Street;
- New Lighting located on the west facade of the Building, projecting into the right-of-way along North Chadbourne Street.

The applicant has provided a description for the encroachments. The encroachment areas for the Aerial Easement will be 96 square feet. The proposed awnings will be constructed of a black fabric material, and be located atop the west façade of the building. The Permits & Inspections Division, along with the Fire Marshal's Office, have reviewed the proposed structure and have no objections to the planned construction. The International Building Code (IBC), under Section 3202.2, requires that the "vertical clearance from the public right-of-way to the lowest part of any awning, including valances, shall be 7 feet minimum." The awning structure will have 9' of vertical clearance.

Financial Impact:

N/A

Other Information/Recommendation:

This item is not required to receive a recommendation from the Planning Commission prior to City Council consideration.

Attachments:

- | | | |
|----|------------------|---------------------------------|
| 1. | Attachments | Attachments_28NChadbourne.docx |
| 2. | Easement | AWNING_EASEMENT_FINAL.docx |
| 3. | Draft Resolution | AWNING_EASEMENT_RESO_FINAL.docx |

Presentation:

Jon James

Approvals/Reviews:

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



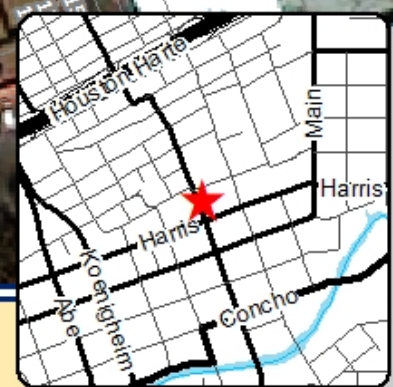
RCC17-35: Raymond

28 North Chadbourne Street

Council District: SMD #3 - Harry Thomas
 Neighborhood: Downtown
 Scale: 1" approx. = 100 ft

Legend

Subject Properties: —
 Current Zoning: CBD
 Requested Zoning Change: N/A
 Vision: Downtown



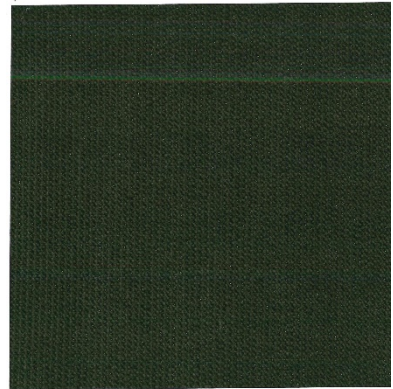
IMPROVEMENT PLANS



Canopies
6-Black
with white scallop



Sunbrella Canvas Black Fabric



Product ID: FF5408-0000



2 Above Canopy

3 Wall scones



SURVEY

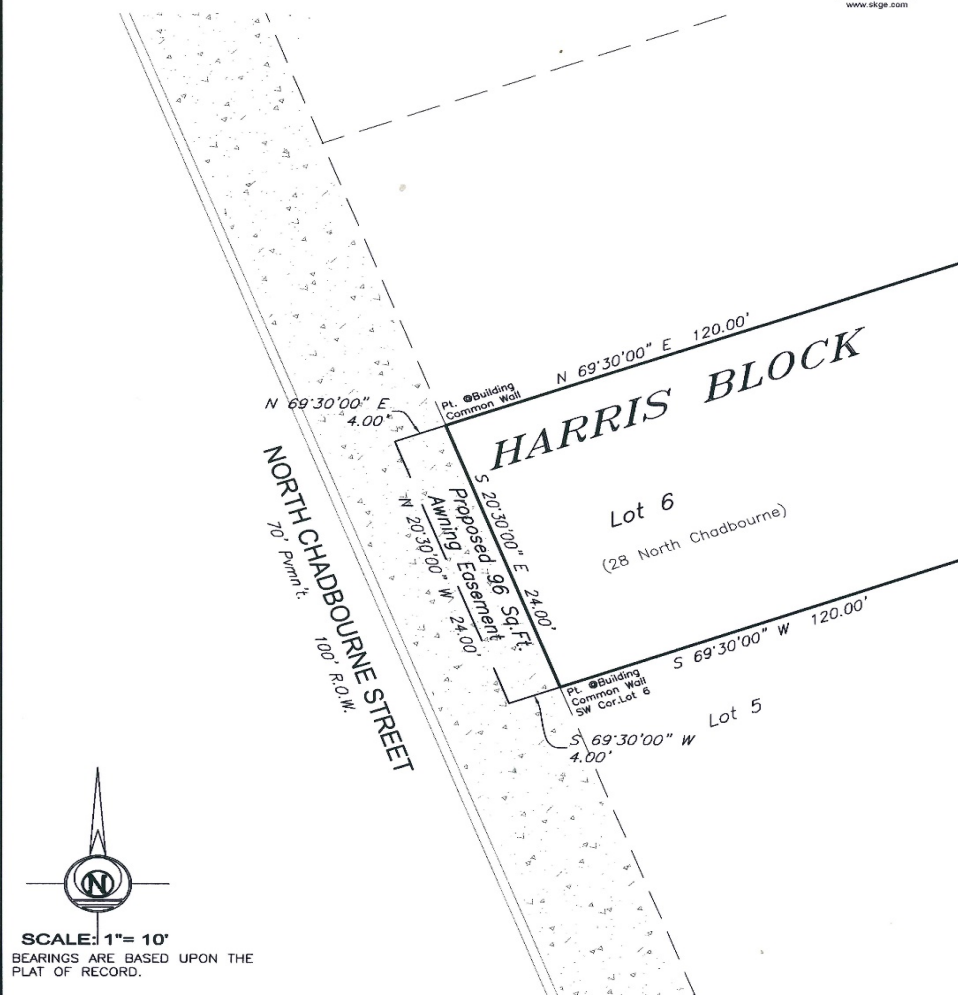
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SAN ANGELO, TEXAS 76903 FAX: 325.657.8189
FIRM NO. 10102400
www.skge.com



SCALE: 1"= 10'

BEARINGS ARE BASED UPON THE
PLAT OF RECORD.

28 NORTH CHADBOURNE STREET

SKETCH SHOWING A PROPOSED AWNING EASEMENT OUT OF NORTH CHADBOURNE STREET
RIGHT-OF-WAY ADJOINING OF THE SOUTH 24.00 FEET OF LOT 6 AND THE NORTH 24.00
FEET OF THE SOUTH 37.33 FEET OF THE WEST 36.67 FEET OF LOT 9, HARRIS BLOCK
OF MAIN PART OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.
See attached field notes.

SKG ENGINEERING, LLC 706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903 325.655.1288

18-S-0913

FIELD NOTES

Awning Easement

June 25, 2018
18-S-0913

Being an Awning Easement out of North Chadbourne Street right-of-way adjoining of the South 24.00 feet of Lot 6 and the North 24.00 feet of the South 37.33 feet of the West 36.67 feet of Lot 9, Harris Block of Main Part of San Angelo, Tom Green County, Texas and said Easement being more particularly described by metes and bounds as follows:

Beginning at a point at building common wall for the southeast corner of this Easement and southwest corner of Lot 6 and being in the east line of North Chadbourne Street;

Thence with the south line of this Easement and across said North Chadbourne Street, S. 69° 30' 00" W. 4.00 feet to the southwest corner of this Easement;

Thence with west line of this Easement, N. 20° 30' 00" W. 24.00 feet to the northwest corner of this Easement;

Thence with the north line of this Easement, N. 69° 30' 00" E. 4.00 feet to the northeast corner of this Easement at building common wall;

Thence with the east line of this Easement and said North Chadbourne Street and the west line of said Lot 6, S. 20° 30' 00" E. 24.00 feet to the place of beginning.

See Attached Plat.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's

**NONEXCLUSIVE AERIAL EASEMENT APPURTENANT
FOR ENCROACHMENT OF AWNING STRUCTURES AND LIGHTING**

Date: _____, 2018

Grantor: CITY OF SAN ANGELO, a Texas home rule municipal corporation

Grantor's Mailing Address: 72 W College Avenue, San Angelo, Tom Green County, Texas
76903

Grantee: JIM RAYMOND and JULIE RAYMOND, owners of the property located at 28 North Chadbourne Street, San Angelo, Texas.

Grantee's Mailing Address: 1125 W Twohig Avenue, San Angelo, Tom Green County, Texas
76906

Dominant Estate Property: South 24 Feet of Lot 6 & the North 24 Feet of the South 37.33 Ft of the West 36.67 Feet of Lot 9, Harris Block, San Angelo Harris Block, Tom Green County, Texas.

Subservient Property: Being +/-96.00 square feet located within North Chadbourne Street public street rights-of-way adjacent and parallel to the east boundary line of South 24 Feet of Lot 6, Harris Block, San Angelo Harris Block, Tom Green County, Texas, as more particularly described and depicted in **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as the "Easement Property").

Aerial Easement: That certain vertical air space having a bottom plane to be **seven feet** above the surface of the Subservient Property and continuing upward and encompassing all the airspace above the Subservient Property to a top plane of **20 feet** above the surface of the Subservient Property.

Easement Purpose: For the nonexclusive, sole, limited purpose of constructing, maintaining, repairing, replacing and removing awnings, lighting, and related structures and appurtenances within said Aerial Easement to provide shade and weather shelter for business patrons as well as the general public and serve as a favorable architectural element for a recently renovated commercial building façade located on the Dominant Estate Property and containing multiple storefronts. Upon abandonment of the physical use for the Easement Purpose for a period of twenty-four (24) consecutive months or more of any structure built within the Aerial Easement, said Aerial Easement shall automatically expire and revert to Grantor, in which case Grantee shall proceed with due diligence to remove any improvements constructed within the Aerial Easement and restore the Aerial Easement

area to its original state that existed on the date of this Easement.

Reservations from Conveyance: Grantor reserves all property rights to the Subservient Property and public street right-of-way not specifically granted to Grantee under this Aerial Easement and reserves the reversionary interest set forth hereinabove under "Easement Purpose".

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

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance, grants, sells, and conveys to Grantee and Grantee's successors and assigns for the Easement Purpose and no other, and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively the "nonexclusive, appurtenant Aerial Easement") to have and to hold the Aerial Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement over or any part thereof, to the extent that such claim arises by, through or under Grantor but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2018.

GRANTOR:
CITY OF SAN ANGELO

ATTEST:

By: _____
Daniel Valenzuela, City Manager

Bryan Kendrick, City Clerk

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 2018, by **DANIEL VALENZUELA**, City Manager of the City of San Angelo, a Texas home rule municipal corporation, on behalf of said corporation by authority of its governing body.

Notary Public, State of Texas

GRANTEE:
JIM RAYMOND and JULIE RAYMOND

BY: _____
Jim Raymond

BY: _____
Julie Raymond

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me this _____ day of _____
2018, by JIM RAYMOND and JULIE RAYMOND, personally known to me (or proved to me on
the basis of satisfactory evidence), to be the persons whose names are subscribed to the foregoing
instrument and each acknowledged to me that he/she executed the same for the purposes and
considerations therein expressed.

Notary Public, State of Texas

EXHIBIT "A"

FIELD NOTES

Awning Easement

June 25, 2018
18-S-0913

Being an Awning Easement out of North Chadbourne Street right-of-way adjoining of the South 24.00 feet of Lot 6 and the North 24.00 feet of the South 37.33 feet of the West 36.67 feet of Lot 9, Harris Block of Main Part of San Angelo, Tom Green County, Texas and said Easement being more particularly described by metes and bounds as follows:

Beginning at a point at building common wall for the southeast corner of this Easement and southwest corner of Lot 6 and being in the east line of North Chadbourne Street;

Thence with the south line of this Easement and across said North Chadbourne Street, S. 69° 30' 00" W. 4.00 feet to the southwest corner of this Easement;

Thence with west line of this Easement, N. 20° 30' 00" W. 24.00 feet to the northwest corner of this Easement;

Thence with the north line of this Easement, N. 69° 30' 00" E. 4.00 feet to the northeast corner of this Easement at building common wall;

Thence with the east line of this Easement and said North Chadbourne Street and the west line of said Lot 6, S. 20° 30' 00" E. 24.00 feet to the place of beginning.

See Attached Plat.

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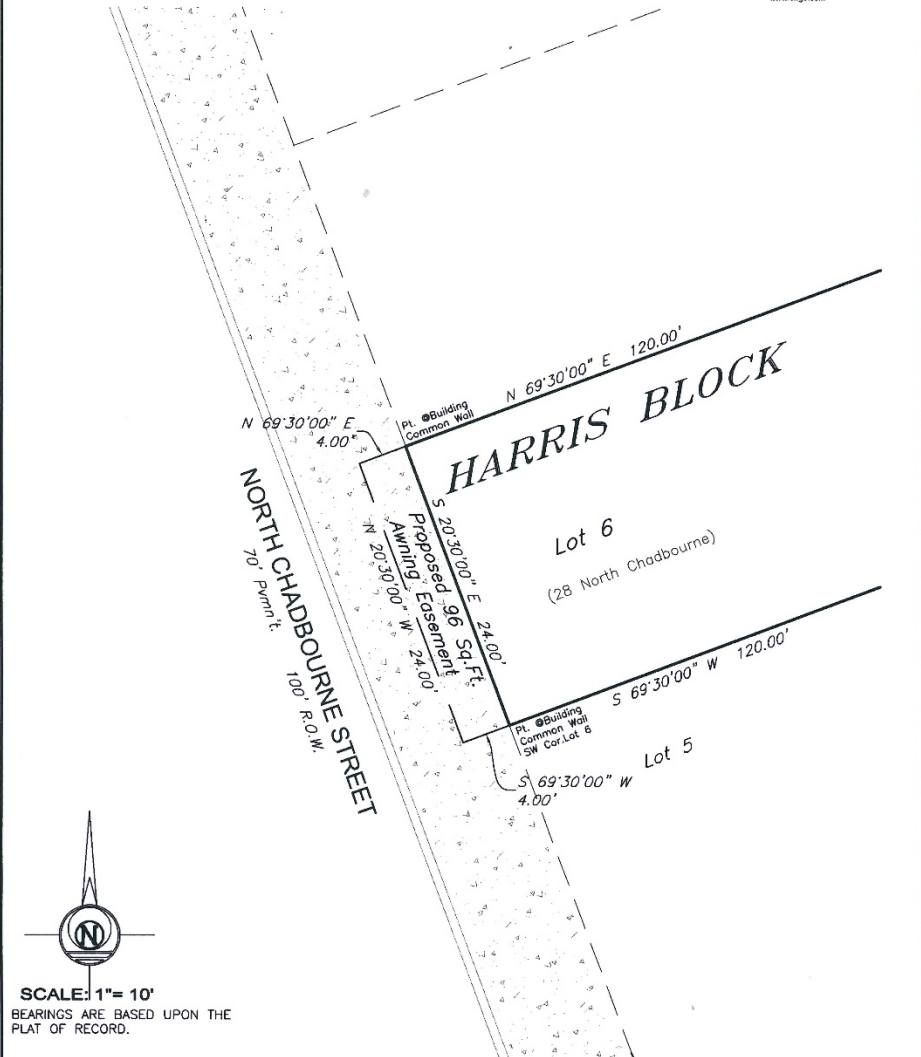
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FAX: 325.657.8188
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SCALE: 1" = 10'
BEARINGS ARE BASED UPON THE
PLAT OF RECORD.

28 NORTH CHADBOURNE STREET

SKETCH SHOWING A PROPOSED AWNING EASEMENT OUT OF NORTH CHADBOURNE STREET
RIGHT-OF-WAY ADJOINING OF THE SOUTH 24.00 FEET OF LOT 6 AND THE NORTH 24.00
FEET OF THE SOUTH 37.33 FEET OF THE WEST 36.67 FEET OF LOT 9, HARRIS BLOCK
OF MAIN PART OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.
See attached field notes.

A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN AERIAL EASEMENT FOR AWNINGS AND EXTERIOR LIGHTING ON AN EXISTING BUILDING FACADE TO ENCROACH UPON THE EAST SIDE OF RIGHT-OF-WAY AT 28 NORTH CHADBOURNE STREET

WHEREAS, Jim and Julie Raymond., the applicant for easement, are the owner of certain real property commonly known as 28 North Chadbourne Street, San Angelo, Tom Green County, Texas; and,

WHEREAS, applicant would like to utilize a designated portion of the right-of-way along the east side of North Chadbourne Street for purposes of constructing new awnings and exterior lighting that project over a portion of said right-of-way; and,

WHEREAS, the pavement width of North Chadbourne Street, urban major arterial streets, measure 70 feet, and there are no plans to widen this street; and,

WHEREAS, the encroaching improvements will serve as architectural elements to the existing building façade, and will be beneficial to revitalization and development of that block of North Chadbourne Street and the downtown district; and,

WHEREAS, the City Council has determined that the granting an aerial easement for purposes of new awning structures and lighting that project over a portion of the right-of-way as described will be in the public interest and benefit:

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

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

2. The City Council of the City of San Angelo, Texas, hereby determines that there is a public necessity for, and the public welfare and convenience will be served by granting of the application made by JIM AND JULIE RAYMOND, for nonexclusive aerial easement appurtenant for encroachment of awning, lighting and related improvements to building facade at 28 North Chadbourne Street, within the North Chadbourne Street public rights-of-way, as more particularly described and depicted in **Exhibits "A"**.

The City Manager or his designee is hereby authorized to negotiate and execute on behalf of the City of San Angelo a nonexclusive aerial easement appurtenant for encroachment of awnings, lighting fixtures and related improvements at 28 North Chadbourne Street, within the North Chadbourne Street public right-of-way as described and depicted in **Exhibit "A,"** attached hereto; and to execute such other legal instruments as may be necessary or convenient for carrying out such purposes.

PASSED and APPROVED THIS _____ DAY OF _____, 2018.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

Attest:

Bryan Kendrick, City Clerk

Approved As to Form:

Approved As to Content:

Theresa James, City Attorney

Jon James, AICP, Director of Planning and
Development Services

EXHIBIT A

FIELD NOTES

Awning Easement

June 25, 2018
18-S-0913

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See Attached Plat.

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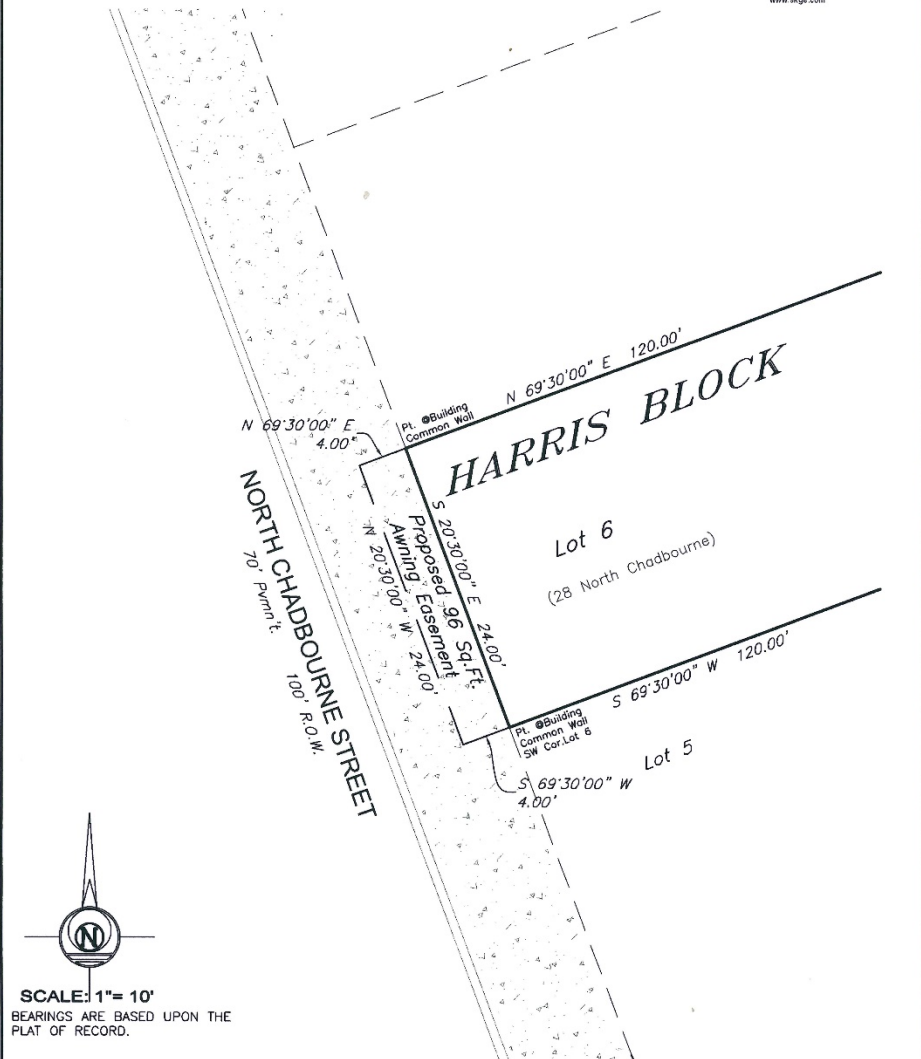
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28 NORTH CHADBOURNE STREET

SKETCH SHOWING A PROPOSED AWNING EASEMENT OUT OF NORTH CHADBOURNE STREET
RIGHT-OF-WAY ADJOINING OF THE SOUTH 24.00 FEET OF LOT 6 AND THE NORTH 24.00
FEET OF THE SOUTH 37.33 FEET OF THE WEST 36.67 FEET OF LOT 9, HARRIS BLOCK
OF MAIN PART OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.
See attached field notes.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 7, 2018

Item type: Regular Item

Caption:

Second reading of ordinance approving Case CP18-04, an amendment to the Comprehensive Plan, changing the Future Land Use designation from "Industrial" to "Neighborhood Center," being 5 acres located at 4001 S. Chadbourne St (James)

Summary/History:

The applicant has requested a Rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily Residential (RM-1) Zoning District to facilitate construction of a new 76,304-square foot, 60-unit multifamily apartment complex on the west 5.00 acres of the 9.99-acre property. The apartment complex will be comprised of four, two-story buildings containing a total of 36, 2-bedroom and 24, 3-bedroom units. The complex will include a playground area, barbeque facilities, and a clubhouse building containing a management office, meeting room, fitness center, and computer center. The Planning Division has initiated an associated Comprehensive Plan Amendment to provide consistency with the proposed multifamily development on the property.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on April 16, 2018, where they recommended APPROVAL unanimously. On July 17th, City Council voted unanimously to APPROVE on first reading.

Attachments:

- | | |
|---------------------------|----------------------------------|
| 1. Staff Report (CP & RZ) | PL_CP18-04 & Z18-06 report.pdf |
| 2. Draft Ordinance (CP) | PL_CP-18-04 Ordinance_FINAL.docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Bryan Kendrick

Final Approval

CITY COUNCIL – July 17 and August 7, 2018
STAFF REPORT



APPLICATION TYPE:		CASE:	
Comprehensive Plan Amendment & Rezoning		CP18-04 / Z18-06: COSA / Glen Park Apartments, L.P.	
SYNOPSIS:			
The applicant has requested a Rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily Residential (RM-1) Zoning District to facilitate construction of a new 76,304-square foot, 60-unit multifamily apartment complex on the west 5.00 acres of the 9.99-acre property (See Additional Information).			
LOCATION:		LEGAL DESCRIPTION:	
4001 South Chadbourne Street; generally located at the southeast corner of South Chadbourne Street and Christoval Road.		Being 5.00 acres out of 9.99 acres in the C.F. Potter Survey No. 160, Abstract No. 7278.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #1 – Tommy Hiebert Glenmore Neighborhood	Light Manufacturing (ML)	Industrial	5.00 ac.
THOROUGHFARE PLAN:			
South Chadbourne Street – Urban Arterial Street Required: 80' right-of-way, 64' pavement Provided: Variable 120'-210' right-of-way, 64' pavement Christoval Road – Urban Arterial Street Required: 80' right-of-way, 64' pavement Provided: Variable 152'-350' right-of-way, 40' pavement (complied with standards at time of street dedication)			
NOTIFICATIONS:			
7 notifications were mailed within a 200-foot radius on April 4, 2018. There were no letters received in support and one letter received in opposition (see attached). On April 16, 2018, the Planning Commission recommended approval of the Comprehensive Plan Amendment and Rezoning requests. On May 3, 2018, the applicant submitted a postponement request of the City Council Meetings until notification for State funding of their housing tax credit application could be determined. The City Council Meetings have been scheduled for July 17 and August 7, 2018.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the Comprehensive Plan Amendment CP18-04 changing the future land use on the northwest 5.00 acres of 4001 South Chadbourne Street from "Industrial" to "Neighborhood Center."			
Staff recommends APPROVAL of the Rezoning of the northwest 5.00 acres of 4001 South Chadbourne Street from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily Residential (RM-1) Zoning District.			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner(s):</i> Greg Huling <i>Applicant:</i> Paul Holden, Glen Park Apartments, L.P.			
STAFF CONTACT:			
Jeff Fisher, AICP Senior Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Additional Information: The apartment complex will comprise of four, two-story buildings containing a total of 36, 2-bedroom and 24, 3-bedroom units. The complex will include a playground area, barbeque facilities, and a clubhouse building containing a management office, meeting room, fitness center, and computer center. The Planning Division has initiated an associated Comprehensive Plan Amendment to provide consistency with the proposed multifamily development on the property. The applicant indicates that the intended occupants will be families and military personnel. On February 20, 2018, the San Angelo City Council adopted a resolution endorsing the applicant's request for a housing tax credit from the Texas Department of Housing for the project. In addition to the comprehensive plan amendment and rezoning approval, the applicant will also require an Urban Design Review approval and approval and recordation of a subdivision plat prior to any future construction.

Comprehensive Plan Amendment: The current "Industrial" Future Land Use designation on the property would not support a rezoning to a Low Rise Multifamily Residential (RS-1) Zoning District. However, given the property's location at the immediate southeast corner of the South Chadbourne Street/Christoval Road intersection, surrounded by commercial uses and designations on the other three quadrants, the Planning Division believes a re-designation to "Neighborhood Center" is appropriate. This designation promotes "a mix of various uses at key intersections to encourage the necessary infill, densification, and walkability necessary for Neighborhood Centers" which would include multi-family residential uses." There is a Stripes Gas Station at the northeast corner, a mobile home park at the northwest corner, a construction office to the south, and Goodfellow Air Force base and residential subdivisions farther north.

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 proposed rezoning to RM-1 would be compatible with the City-initiated Comprehensive Plan Amendment on the property to "Neighborhood Center." As indicated above, this designation supports a mix of uses at key intersections including greater intensification, density and walkability, and the proposed multifamily apartment complex is consistent with all of these objectives providing new apartment housing to the surrounding area close to a major intersection.
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 development would comply with the RM-1 development standards as depicted on the site plan submitted by the applicant (see attached). The 5.00-acre property well exceeds the minimum lot area of 7,000 square feet, minimum lot frontage of 60 feet, and minimum lot depth of 100 feet in the RM-1 zone. The proposed buildings would comply with all required setbacks including 25-foot front yard setbacks from South Chadbourne Street and Christoval Road, a 10-foot side yard setback

and 20-foot rear yard setback. The RM-1 zone allows a maximum of 25 units per acre and the proposed development at 60 units on 5.00 acres would have a maximum density of 12 units/acre, less than half (48%) of the allowable density. Finally, the applicant would require 63 parking spaces for the 2-bedroom units (1.75 spaces x 36 units), 48 spaces for the 3-bedroom units (2.0 spaces x 24), and the clubhouse building would require one space for every 400 square feet of floor area, 6 spaces, for a total of 117 required spaces. The site plan provided delineates only 113 spaces, and therefore, the applicant will require a revised site plan at the permitting stage delineating an additional four parking spaces.

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.* A multifamily apartment complex would appear to be compatible with the surrounding area. As indicated previously, there is already a presence of residential housing in the vicinity and the property is within walking distance of Goodfellow Air Force Base and within one mile of the Walmart store on South Bryant Boulevard.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The property is currently vacant and recently received an endorsement from the City of San Angelo for a State housing tax credit application. While there are industrial uses further south and east, the immediate intersection contains a mix of commercial and residential uses already. Additional housing in this vicinity would be compatible with the immediate surrounding land uses. Finally, the development is in close proximity to a large pool of military personnel and others working in surrounding commercial and industrial businesses.
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.* The Planning Division does not anticipate any adverse impacts on the natural environment. New residences and associated parking areas on the properties will require a building permit and a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The Planning Division believes there is a demonstrated need for additional housing in this area given close proximity to a large military base, commercial and industrial businesses nearby. There is already a presence of various industrial uses to the east and south, but the immediate intersection provides a viable opportunity for additional housing to serve the community.

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 property abuts two arterial roads, Christoval Road and South Chadbourne Street, the latter which connects to downtown San Angelo. The current arterial roads can accommodate any additional traffic generated from the residential development.

Planning Commission Recommendation:

On April 16, 2018, the Planning Commission recommended **APPROVAL** of the proposed Comprehensive Plan Amendment, changing the Future Land Use designation from “Industrial” to “Neighborhood Center,” and the proposed rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily (RM-1) Zoning District on the property. The following is the complete excerpt of the draft minutes from the April 16, 2018, meeting for this case:

Jeff Fisher, Senior Planner, presented both cases. He explained that the purpose of the Comprehensive Plan Amendment was to change the Future Land Use from “Industrial” to “Neighborhood Center” which would be compatible with the associated proposed rezoning from Light Manufacturing (ML) to Low Rise Multifamily Residential (RM-1). Mr. Fisher indicated that the applicant intended to rezone the property to RM-1 to allow for a 60-unit apartment complex. He further explained that the City recently endorsed the applicant’s request for a State housing tax credit for the development. Mr. Fisher outlined Staff’s rationale for approval of both requests on the grounds that the Neighborhood Center designation was compatible with the proposed multifamily apartment project; that the development would comply with the RM-1 development standards; that the development was close to other residential living including the mobile home park to the northwest; and that the property was close to commercial employers and Goodfellow Air Force Base.

Chair Stribling opened the meeting for public comment.

Mr. Paul Holden, the applicant, indicated that he was excited about the proposed development.

Commissioner Jackson made a Motion to recommend APPROVAL of the Comprehensive Plan Amendment, changing the Future Land Use designation from “Industrial” to “Neighborhood Center”, on the subject property. Commissioner Smith seconded the Motion. The Motion passed unanimously, 7-0.

Commissioner Jackson made a Motion to recommend APPROVAL of a Rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily (RM-1) Zoning District, on the subject property. Commissioner Smith seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the Comprehensive Plan Amendment CP18-04 changing the Future Land Use designation from "Industrial" to "Neighborhood Center."

Staff's recommendation is also for City Council to **APPROVE** a Rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily Residential (RM-1) Zoning District.

Attachments:

Aerial Map

Future Land Use Map

Zoning Map

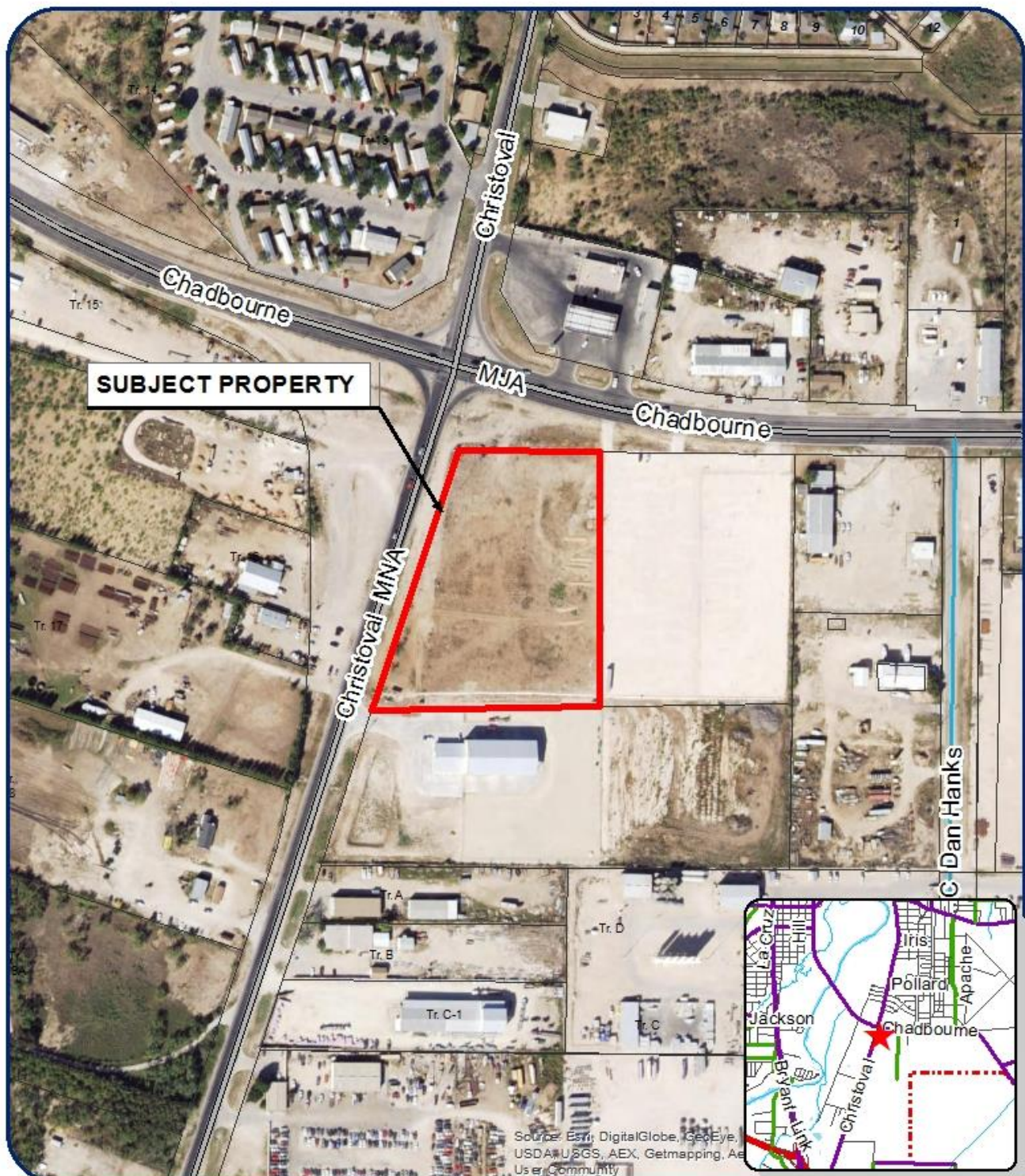
Photographs

Resident Letter

Sample Site Plan

Sample Building Elevations

Application

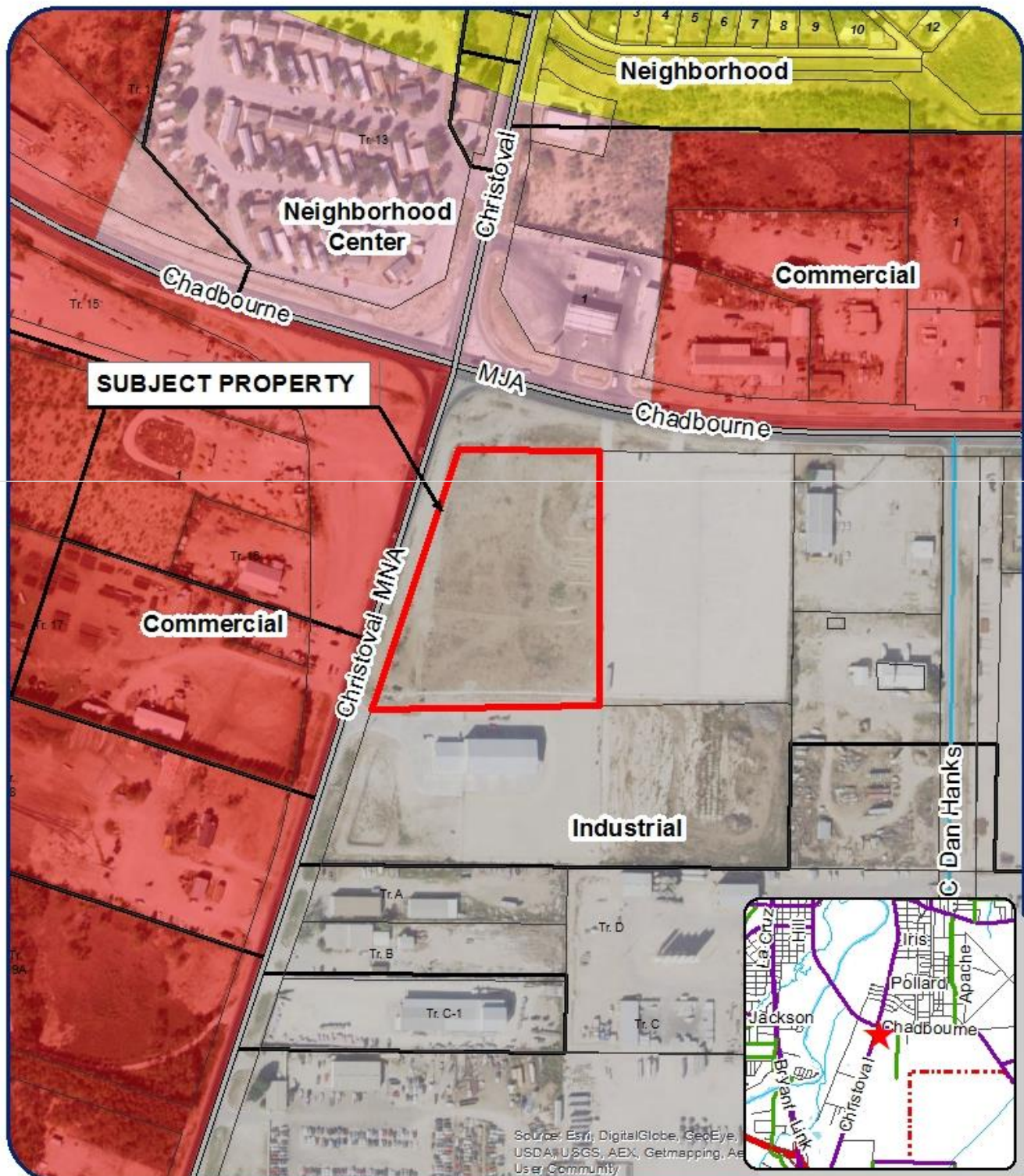


CP18-04 / Z18-06: COSA/Glen Park

Subject Property: 4001 S. Chadbourne Street, 5.00 acres

Vision: **Industrial**



**Zoning Case File****CP18-04 / Z18-06: COSA/Glen Park**

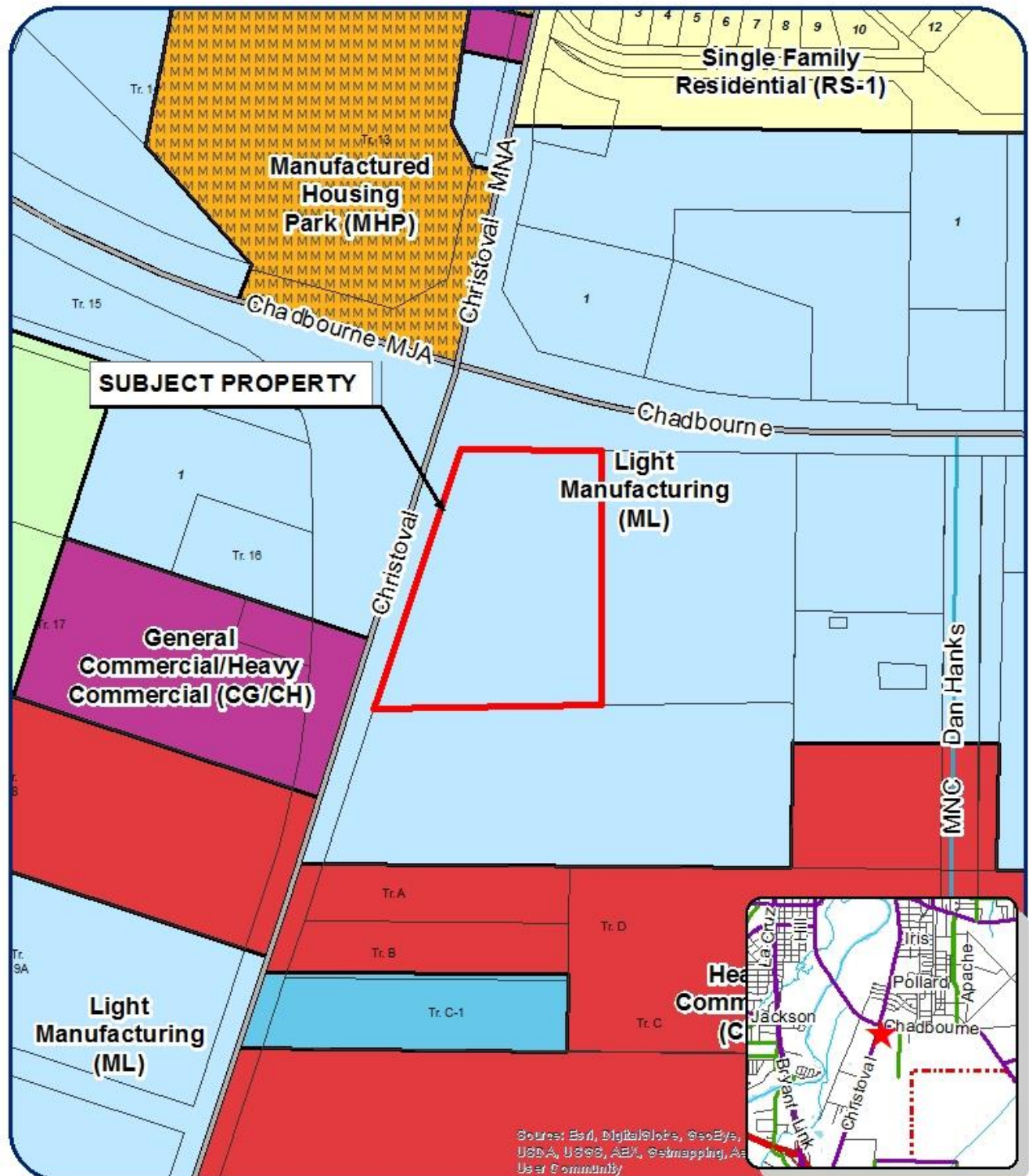
Council District: Tommy Hiebert (SMD#1)

Neighborhood: Glenmore Neighborhood

Scale: approx. = 275 ft

Subject Property: 4001 S. Chadbourne Street, 5.00 acres

LegendSubject Properties: —Current Zoning: MLRequested Zoning Change: RM-1Vision: Industrial



Zoning Case File
CP18-04 / Z18-06: COSA/Glen Park

Council District: Tommy Hiebert (SMD#1)
 Neighborhood: Glenmore Neighborhood
 Scale: approx. = 275 ft
 Subject Property: 4001 S. Chadbourne Street, 5.00 acres

Legend

Subject Properties: —
 Current Zoning: ML
 Requested Zoning Change: RM-1
 Vision: Industrial



Photos of Site and Surrounding Area

NORTH



SOUTH



WEST



EAST



SOUTH AT SUBJECT PROPERTY



EAST AT SUBJECT PROPERTY



TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE AVENUE IN SAN ANGELO, TEXAS 76903.

() IN FAVOR

()

IN OPPOSITION

REASON(S)

No Apartments
Need to stay
light manufacturing
do not want a lot
of people in coming
and going
it will ruin the value
of property around

NAME:

ADDRESS:

SIGNATURE:

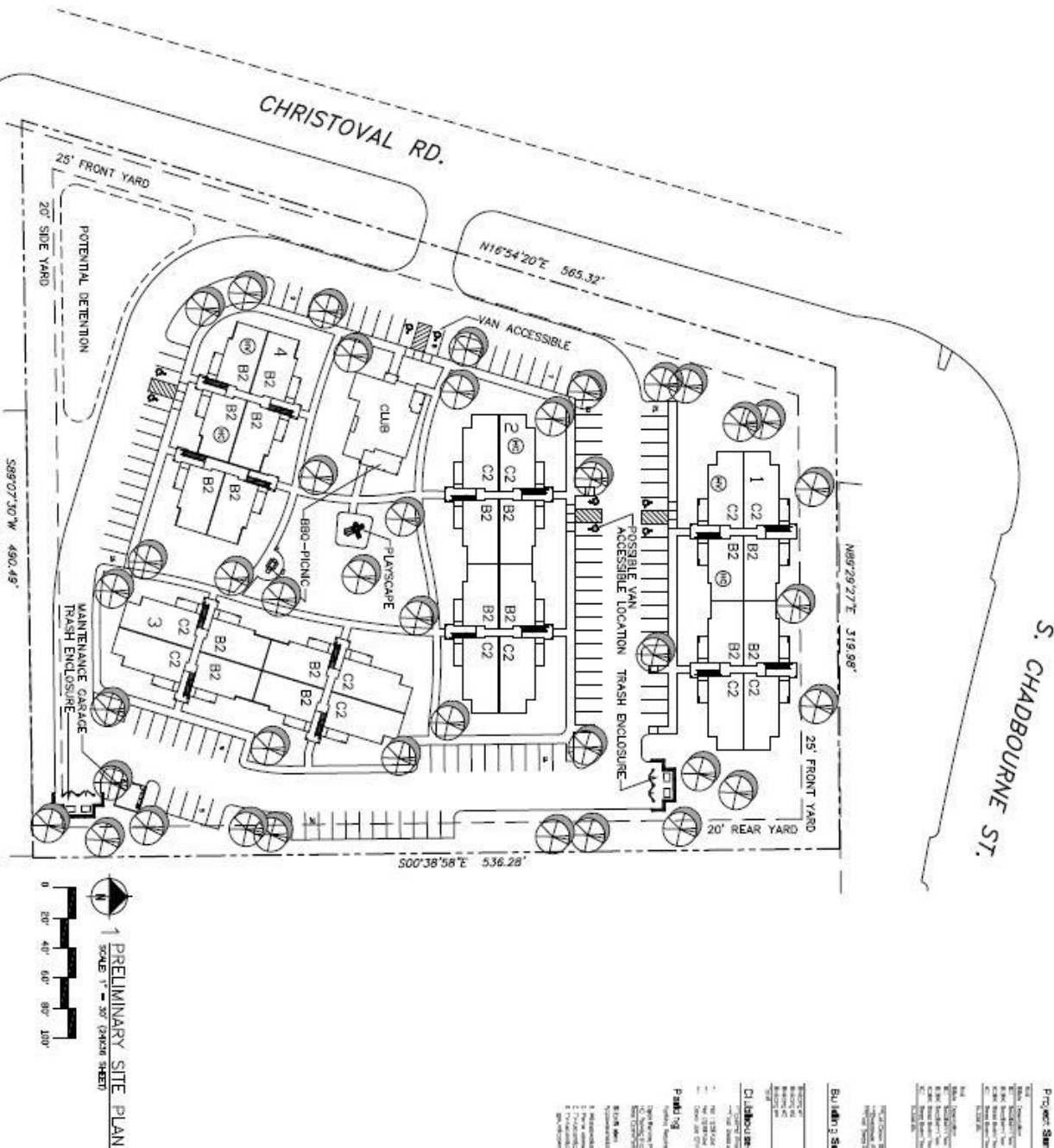
Jack Willis

CP18-04/Z18-06: COSA / Glen Park Apartments, L.P.

Property owner number: 6

If you have any questions about these proceedings, please call Jeff Fisher, Senior Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210, ext. 1550. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us

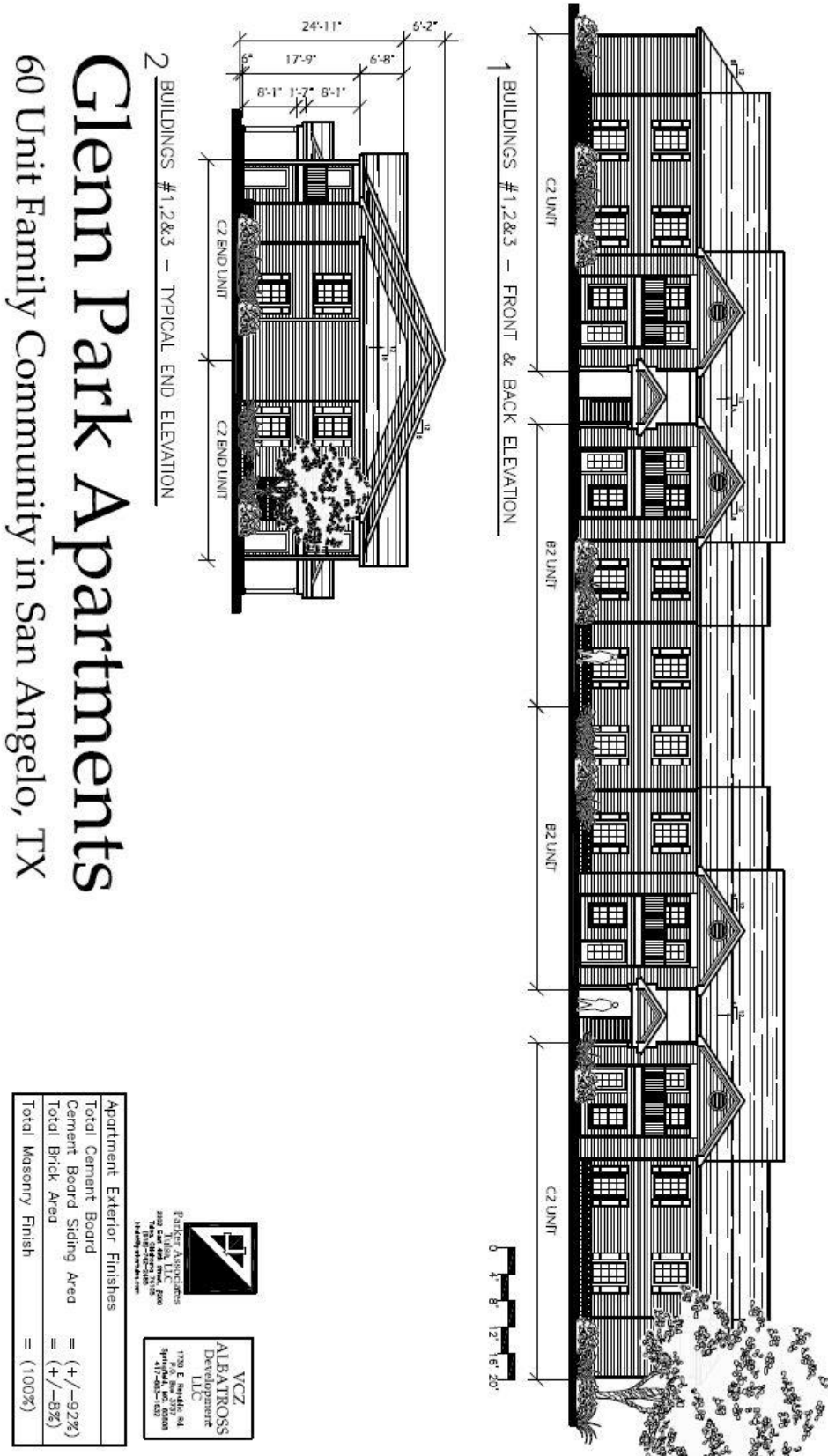
Sample Site Plan



SITE LEGEND	
	ACCESSIBLE PARKING MEETING ADA STANDARDS FOR STANDARD AND VAN ACCESSIBILITY
	ACCESSIBLE UNIT MEETING ADA STANDARDS FOR STANDARD AND VAN ACCESSIBILITY
	UNITS FOR HEARING AND VISUAL IMPAIRMENTS AT FIRST FLOOR MEETING ADA STANDARDS FOR STANDARD AND VAN ACCESSIBILITY
	UNITS FOR HEARING AND VISUAL IMPAIRMENTS AT FIRST FLOOR MEETING ADA STANDARDS FOR STANDARD AND VAN ACCESSIBILITY

Project Summary	
Site Name	Glen Park Apartments
Site Address	Christoval Rd. & S. Chadbourne St.
Site Area	1.25 Acres
Site Zoning	Residential Medium Density (RMD)
Site Use	Multi-Family Residential
Site Description	Proposed development of 120 units, including 12 accessible units, in a 12-story building.
Site History	Site previously used for commercial purposes.
Site Ownership	Owned by the City of San Francisco.
Site Status	Under construction.

Sample Building Elevations



Glenn Park Apartments, LP

300 S. CM Allen Parkway, Suite 212-B

San Marcos, TX 78666

Phone: 512-970-8250

To Whom It May Concern:

This letter is to confirm to the City of San Angelo that the Glenn Park Apartments, LP, has submitted an application for re-zoning of the property located in the 4000 block of S. Chadbourne Street (SE Corner of S. Chadbourne Street & Christoval Road), San Angelo, TX 76905.

Glenn Park Apartments, LP further confirms that it will hold harmless the City of San Angelo and all other parties in the event that re-zoning is not accomplished.

Sincerely,

Glenn Park Apartments, LP



Paul Holden, Representative

	City of San Angelo, Texas – Planning Division 52 West College Avenue Application for Approval of a Zone Change	
Section 1: Basic Information		
Name of Applicant(s): <u>Greg Huling</u>		
☒ Owner ☐ Representative (Notarized Affidavit Required)		
<u>300 S. CM Allen Parkway, Suite 212-B</u>		<u>San Marcos</u> TX <u>78666</u>
Mailing Address	City	State Zip Code
<u>512-970-8250</u>	<u>pholden52@gmail.com</u>	
Contact Phone Number	Contact E-mail Address	
<u>4000 Block of S. Chadbourne Street</u>	<u>San Angelo</u>	TX <u>76905</u>
Subject Property Address	City	State Zip Code
<u>Abst: A-7278 S-0160, Survey: C F Potter, 9.990-Acres</u>		
Legal Description (can be found on property tax statement or at www.tamgreencad.com)		
Existing Zoning: <u>ML</u> Proposed Zoning: <u>RM-1</u> Lot size: <u>5.0-Acres</u>		
(Zoning Map available on City Maps)		
Section 2: Site Specific Details		
Existing Use of Property: <u>Vacant Land</u>		
*Proposed Use of Property: <u>60-units of 2-story garden style apartments.</u>		
*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.

Greg Huling



2-22-2018

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: 2, 22, 2018

Case No.: Z 18 -06

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$537.50

Receipt #: _____ Date paid: 2, 22, 2018

Sign Deposit \$37.50

Receipt #: _____ Date paid: ____/____/____

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: 4, 16, 2018

Date notifications due: 4, 5, 2018

City Council hearing date: ____/____/____

Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: Jeff Fisher

Date: 2, 22, 2018

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS, BEING **4001 South Chadbourne Street, comprising 5.00 acres**, FROM "INDUSTRIAL" TO "NEIGHBORHOOD CENTER" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

CP18-04

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan (Vision Plan and Future Land Use Map within the San Angelo Strategic Plan adopted by City Council as updated on October 20, 2009) to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, inconsistencies have developed between current long standing land use and development patterns and development envisioned by the Future Land Use Map, which inconsistencies call for compatible revisions to the Future Land Use Map; and

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code regarding adoption and amendment of the City's Comprehensive Plan, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that revision of the Comprehensive Plan and Future Land Use Map changes should be made as set out herein;

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designation of the following described parcel as outlined below:

4001 South Chadbourne Street, comprising 5.00 acres out of 9.99 acres in the C.F. Potter Survey No. 160, Abstract No. 7278, City of San Angelo, Tom Green County, Texas, and as further depicted on the Boundary and Topographical Survey prepared by Cruse B. Suddeth dated February 27, 2018 on Exhibit "A" of this Ordinance, from "Industrial" to "Neighborhood Center;"

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendments, as further depicted on Exhibit A of this Ordinance (Field Notes, Survey, and “Neighborhood Center” Boundary Map).

SECTION 3: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 4: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **17th day of July, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of August, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST: APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit "A" (Field Notes)

FIELD NOTES FOR 5.000 ACRES
C.F. POTTER SURVEY 160, ABSTRACT NO. 7278
TOM GREEN COUNTY, TEXAS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, BEING 5.000 ACRES OF LAND SITUATED IN THE C. F. POTTER SURVEY 160, ABSTRACT NO. 7278, TOM GREEN COUNTY, TEXAS, BEING PART OF THAT CERTAIN CALLED 15.98 ACRE TRACT DESCRIBED IN A DEED FROM JAMES KEITH HARRIS TO GREG HULING, DATED NOVEMBER 20, 2003, RECORDED IN VOLUME 1066, PAGE 136 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF TOM GREEN COUNTY, TEXAS. SAID 5.000 ACRES BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT;

BEARINGS ARE BASED THE MONUMENTED NORTH LINE OF THAT CERTAIN CALLED 7.920 ACRE TRACT TO PRIORITY SAN ANGELO, LLC RECORDED UNDER CLERK'S FILE NO. 2013-745691.

BEGINNING AT A 1/2" IRON ROD (FOUND) FOR THE NORTHWEST CORNER OF SAID 7.920 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING IN THE EAST RIGHT-OF-WAY OF CRISTOVAL ROAD;

THENCE NORTH 16 DEGREES 54 MINUTES 20 SECONDS EAST, WITH SAID RIGHT-OF-WAY, A DISTANCE OF 565.32 FEET TO A 1/2" IRON ROD (FOUND) FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF SOUTH CHADBOURNE STREET, SAME BEING THE NORTH LINE OF THE ABOVE MENTIONED HULING TRACT;

THENCE NORTH 89 DEGREES 29 MINUTES 27 SECONDS EAST, WITH SAID NORTH LINE, A DISTANCE OF 319.98 FEET TO A 1/2" IRON ROD (SET) FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, A 1/2" IRON PIPE (FOUND) FOR THE NORTHEAST CORNER OF SAID HULING TRACT BEARS NORTH 89 DEGREES 29 MINUTES 27 SECONDS EAST, 406.27 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 58 SECONDS EAST, OVER AND ACROSS SAID HULING TRACT, A DISTANCE OF 536.28 FEET TO A 1/2" IRON ROD (SET) FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING IN THE NORTH LINE OF SAID 7.920 ACRE TRACT, A 1/2" IRON ROD (FOUND) FOR THE NORTHEAST CORNER OF SAME BEARS NORTH 89 DEGREES 07 MINUTES 30 SECONDS EAST, 406.23 FEET;

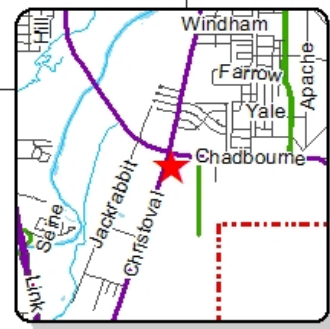
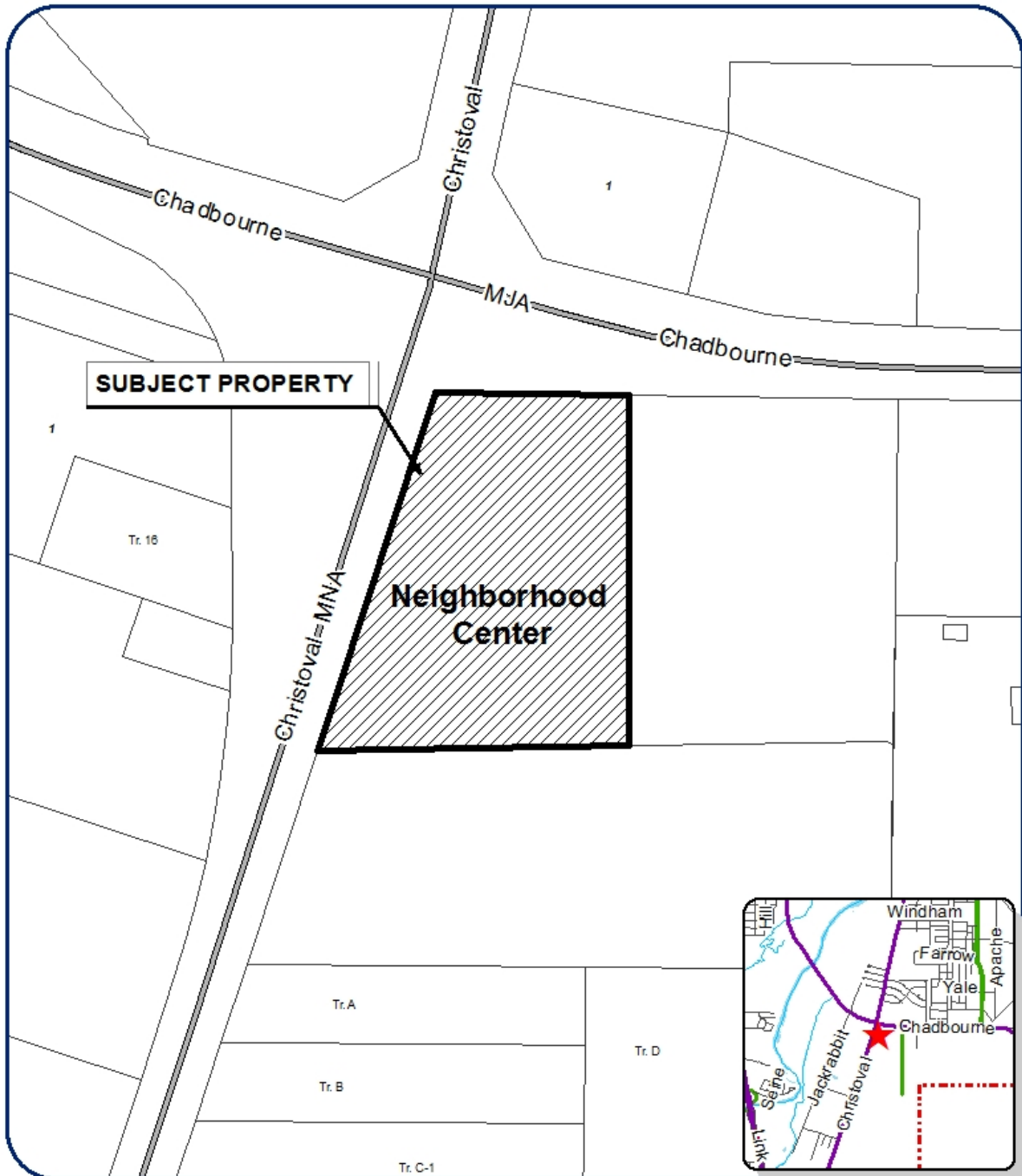
THENCE SOUTH 89 DEGREES 07 MINUTES 30 SECONDS WEST, WITH THE NORTH LINE OF SAID 7.920 ACRE TRACT, A DISTANCE OF 490.49 FEET TO THE POINT OF BEGINNING CONTAINING 5.000 ACRES OF LAND.

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TEXAS, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TEXAS, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TEXAS.

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TEXAS, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TEXAS, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF TEXAS.

GLENN PARK APARTMENTS SAN ANGELO, TEXAS		KNIFFIN SURVEYORS LAND SURVEYING - CIVIL ENGINEERING 101 S. BRIDGEMAN, SUITE 201 P.O. BOX 10000 • SAN ANGELO, TEXAS 76901-0000 (512) 345-1234 • FAX (512) 345-1235		REV	DATE	DESCRIPTION	BY	CHK
BOUNDARY & TOPOGRAPHIC SURVEY								

Exhibit "A"
("Neighborhood Center" Boundary Map)



Zoning Case File

CP18-04 / Z18-06: COSA/Glen Park

Council District: Tommy Hiebert (SMD#1)

Neighborhood: Glenmore Neighborhood

Scale: approx. = 200 ft

Subject Property: 4001 S. Chadbourne Street, 5.00 acres

Legend

Subject Properties: —

Current Zoning: **ML**

Requested Zoning Change: **RM-1**

Vision: **Industrial**



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 7, 2018

Item type: Regular Item

Caption:

Second reading of ordinance approving Case Z18-06, a rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily (RM-1) Zoning District, being 5 acres located at 4001 S. Chadbourne St (James)

Summary/History:

The applicant has requested a Rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily Residential (RM-1) Zoning District to facilitate construction of a new 76,304-square foot, 60-unit multifamily apartment complex on the west 5.00 acres of the 9.99-acre property. The apartment complex will be comprised of four, two-story buildings containing a total of 36, 2-bedroom and 24, 3-bedroom units. The complex will include a playground area, barbeque facilities, and a clubhouse building containing a management office, meeting room, fitness center, and computer center. The Planning Division has initiated an associated Comprehensive Plan Amendment to provide consistency with the proposed multifamily development on the property.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on April 16, 2018, where they recommended APPROVAL unanimously. On July 17th, City Council voted unanimously to APPROVE on first reading.

Attachments:

- | | |
|---------------------------|--------------------------------|
| 1. Staff Report (CP & RZ) | PL_CP18-04 & Z18-06 report.pdf |
| 2. Draft Ordinance (RZ) | PL_Z18-06 Ordinance_FINAL.docx |

Presentation:

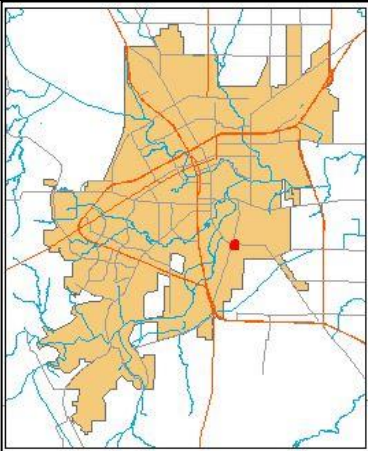
Jon James

Approvals/Reviews:

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

CITY COUNCIL – July 17 and August 7, 2018
STAFF REPORT



APPLICATION TYPE:		CASE:	
Comprehensive Plan Amendment & Rezoning		CP18-04 / Z18-06: COSA / Glen Park Apartments, L.P.	
SYNOPSIS:			
The applicant has requested a Rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily Residential (RM-1) Zoning District to facilitate construction of a new 76,304-square foot, 60-unit multifamily apartment complex on the west 5.00 acres of the 9.99-acre property (See Additional Information).			
LOCATION:		LEGAL DESCRIPTION:	
4001 South Chadbourne Street; generally located at the southeast corner of South Chadbourne Street and Christoval Road.		Being 5.00 acres out of 9.99 acres in the C.F. Potter Survey No. 160, Abstract No. 7278.	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FUTURE LAND USE:
SMD District #1 – Tommy Hiebert Glenmore Neighborhood		Light Manufacturing (ML)	Industrial
			SIZE:
			5.00 ac.
THOROUGHFARE PLAN:			
South Chadbourne Street – Urban Arterial Street Required: 80' right-of-way, 64' pavement Provided: Variable 120'-210' right-of-way, 64' pavement Christoval Road – Urban Arterial Street Required: 80' right-of-way, 64' pavement Provided: Variable 152'-350' right-of-way, 40' pavement (complied with standards at time of street dedication)			
NOTIFICATIONS:			
7 notifications were mailed within a 200-foot radius on April 4, 2018. There were no letters received in support and one letter received in opposition (see attached). On April 16, 2018, the Planning Commission recommended approval of the Comprehensive Plan Amendment and Rezoning requests. On May 3, 2018, the applicant submitted a postponement request of the City Council Meetings until notification for State funding of their housing tax credit application could be determined. The City Council Meetings have been scheduled for July 17 and August 7, 2018.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the Comprehensive Plan Amendment CP18-04 changing the future land use on the northwest 5.00 acres of 4001 South Chadbourne Street from "Industrial" to "Neighborhood Center."			
Staff recommends APPROVAL of the Rezoning of the northwest 5.00 acres of 4001 South Chadbourne Street from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily Residential (RM-1) Zoning District.			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner(s):</i> Greg Huling <i>Applicant:</i> Paul Holden, Glen Park Apartments, L.P.			
STAFF CONTACT:			
Jeff Fisher, AICP Senior Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Additional Information: The apartment complex will comprise of four, two-story buildings containing a total of 36, 2-bedroom and 24, 3-bedroom units. The complex will include a playground area, barbeque facilities, and a clubhouse building containing a management office, meeting room, fitness center, and computer center. The Planning Division has initiated an associated Comprehensive Plan Amendment to provide consistency with the proposed multifamily development on the property. The applicant indicates that the intended occupants will be families and military personnel. On February 20, 2018, the San Angelo City Council adopted a resolution endorsing the applicant's request for a housing tax credit from the Texas Department of Housing for the project. In addition to the comprehensive plan amendment and rezoning approval, the applicant will also require an Urban Design Review approval and approval and recordation of a subdivision plat prior to any future construction.

Comprehensive Plan Amendment: The current "Industrial" Future Land Use designation on the property would not support a rezoning to a Low Rise Multifamily Residential (RS-1) Zoning District. However, given the property's location at the immediate southeast corner of the South Chadbourne Street/Christoval Road intersection, surrounded by commercial uses and designations on the other three quadrants, the Planning Division believes a re-designation to "Neighborhood Center" is appropriate. This designation promotes "a mix of various uses at key intersections to encourage the necessary infill, densification, and walkability necessary for Neighborhood Centers" which would include multi-family residential uses." There is a Stripes Gas Station at the northeast corner, a mobile home park at the northwest corner, a construction office to the south, and Goodfellow Air Force base and residential subdivisions farther north.

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 proposed rezoning to RM-1 would be compatible with the City-initiated Comprehensive Plan Amendment on the property to "Neighborhood Center." As indicated above, this designation supports a mix of uses at key intersections including greater intensification, density and walkability, and the proposed multifamily apartment complex is consistent with all of these objectives providing new apartment housing to the surrounding area close to a major intersection.
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 development would comply with the RM-1 development standards as depicted on the site plan submitted by the applicant (see attached). The 5.00-acre property well exceeds the minimum lot area of 7,000 square feet, minimum lot frontage of 60 feet, and minimum lot depth of 100 feet in the RM-1 zone. The proposed buildings would comply with all required setbacks including 25-foot front yard setbacks from South Chadbourne Street and Christoval Road, a 10-foot side yard setback

and 20-foot rear yard setback. The RM-1 zone allows a maximum of 25 units per acre and the proposed development at 60 units on 5.00 acres would have a maximum density of 12 units/acre, less than half (48%) of the allowable density. Finally, the applicant would require 63 parking spaces for the 2-bedroom units (1.75 spaces x 36 units), 48 spaces for the 3-bedroom units (2.0 spaces x 24), and the clubhouse building would require one space for every 400 square feet of floor area, 6 spaces, for a total of 117 required spaces. The site plan provided delineates only 113 spaces, and therefore, the applicant will require a revised site plan at the permitting stage delineating an additional four parking spaces.

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.* A multifamily apartment complex would appear to be compatible with the surrounding area. As indicated previously, there is already a presence of residential housing in the vicinity and the property is within walking distance of Goodfellow Air Force Base and within one mile of the Walmart store on South Bryant Boulevard.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The property is currently vacant and recently received an endorsement from the City of San Angelo for a State housing tax credit application. While there are industrial uses further south and east, the immediate intersection contains a mix of commercial and residential uses already. Additional housing in this vicinity would be compatible with the immediate surrounding land uses. Finally, the development is in close proximity to a large pool of military personnel and others working in surrounding commercial and industrial businesses.
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.* The Planning Division does not anticipate any adverse impacts on the natural environment. New residences and associated parking areas on the properties will require a building permit and a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The Planning Division believes there is a demonstrated need for additional housing in this area given close proximity to a large military base, commercial and industrial businesses nearby. There is already a presence of various industrial uses to the east and south, but the immediate intersection provides a viable opportunity for additional housing to serve the community.

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 property abuts two arterial roads, Christoval Road and South Chadbourne Street, the latter which connects to downtown San Angelo. The current arterial roads can accommodate any additional traffic generated from the residential development.

Planning Commission Recommendation:

On April 16, 2018, the Planning Commission recommended **APPROVAL** of the proposed Comprehensive Plan Amendment, changing the Future Land Use designation from “Industrial” to “Neighborhood Center,” and the proposed rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily (RM-1) Zoning District on the property. The following is the complete excerpt of the draft minutes from the April 16, 2018, meeting for this case:

Jeff Fisher, Senior Planner, presented both cases. He explained that the purpose of the Comprehensive Plan Amendment was to change the Future Land Use from “Industrial” to “Neighborhood Center” which would be compatible with the associated proposed rezoning from Light Manufacturing (ML) to Low Rise Multifamily Residential (RM-1). Mr. Fisher indicated that the applicant intended to rezone the property to RM-1 to allow for a 60-unit apartment complex. He further explained that the City recently endorsed the applicant’s request for a State housing tax credit for the development. Mr. Fisher outlined Staff’s rationale for approval of both requests on the grounds that the Neighborhood Center designation was compatible with the proposed multifamily apartment project; that the development would comply with the RM-1 development standards; that the development was close to other residential living including the mobile home park to the northwest; and that the property was close to commercial employers and Goodfellow Air Force Base.

Chair Stribling opened the meeting for public comment.

Mr. Paul Holden, the applicant, indicated that he was excited about the proposed development.

Commissioner Jackson made a Motion to recommend APPROVAL of the Comprehensive Plan Amendment, changing the Future Land Use designation from “Industrial” to “Neighborhood Center”, on the subject property. Commissioner Smith seconded the Motion. The Motion passed unanimously, 7-0.

Commissioner Jackson made a Motion to recommend APPROVAL of a Rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily (RM-1) Zoning District, on the subject property. Commissioner Smith seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the Comprehensive Plan Amendment CP18-04 changing the Future Land Use designation from "Industrial" to "Neighborhood Center."

Staff's recommendation is also for City Council to **APPROVE** a Rezoning from the Light Manufacturing (ML) Zoning District to the Low Rise Multifamily Residential (RM-1) Zoning District.

Attachments:

Aerial Map

Future Land Use Map

Zoning Map

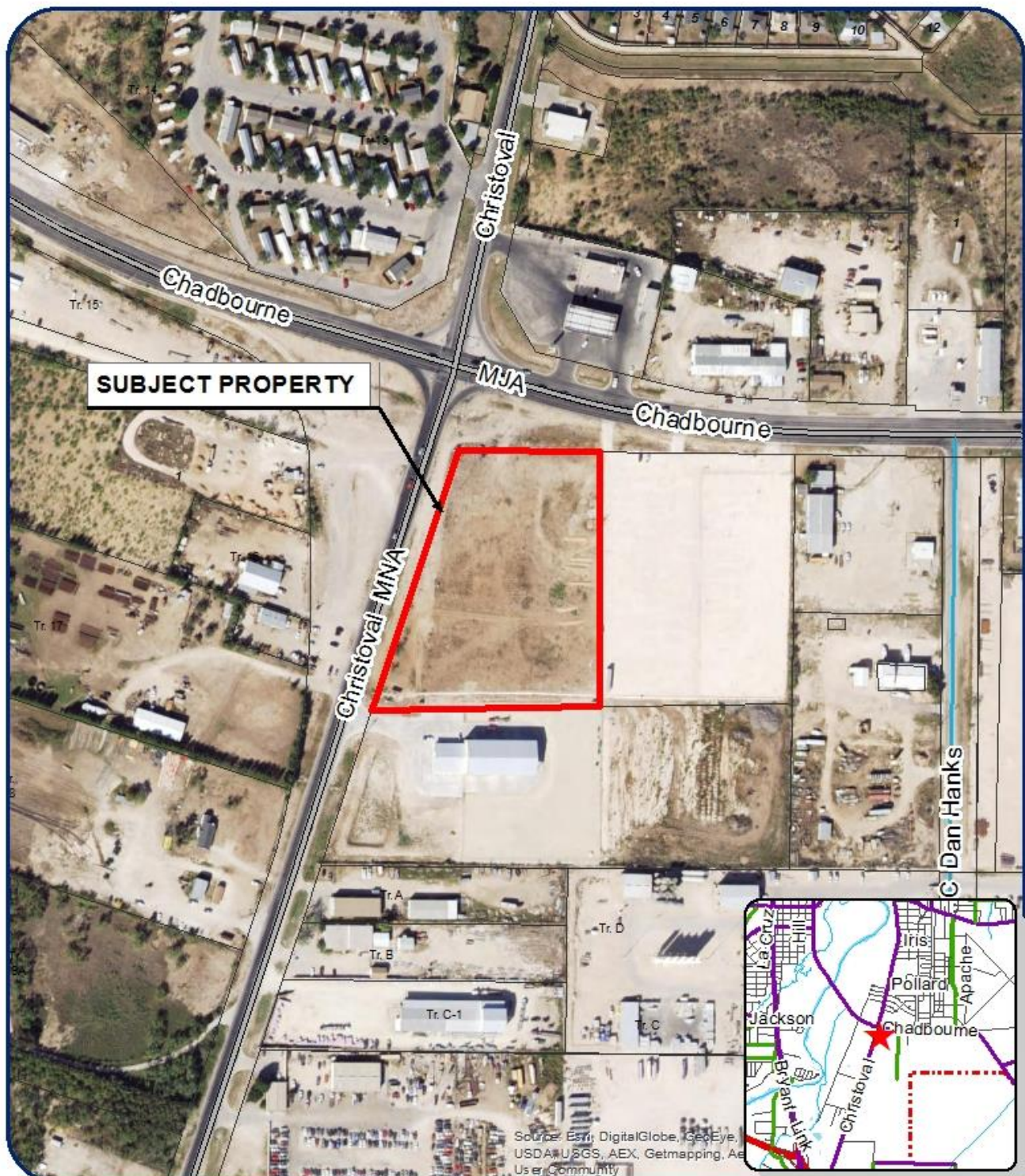
Photographs

Resident Letter

Sample Site Plan

Sample Building Elevations

Application

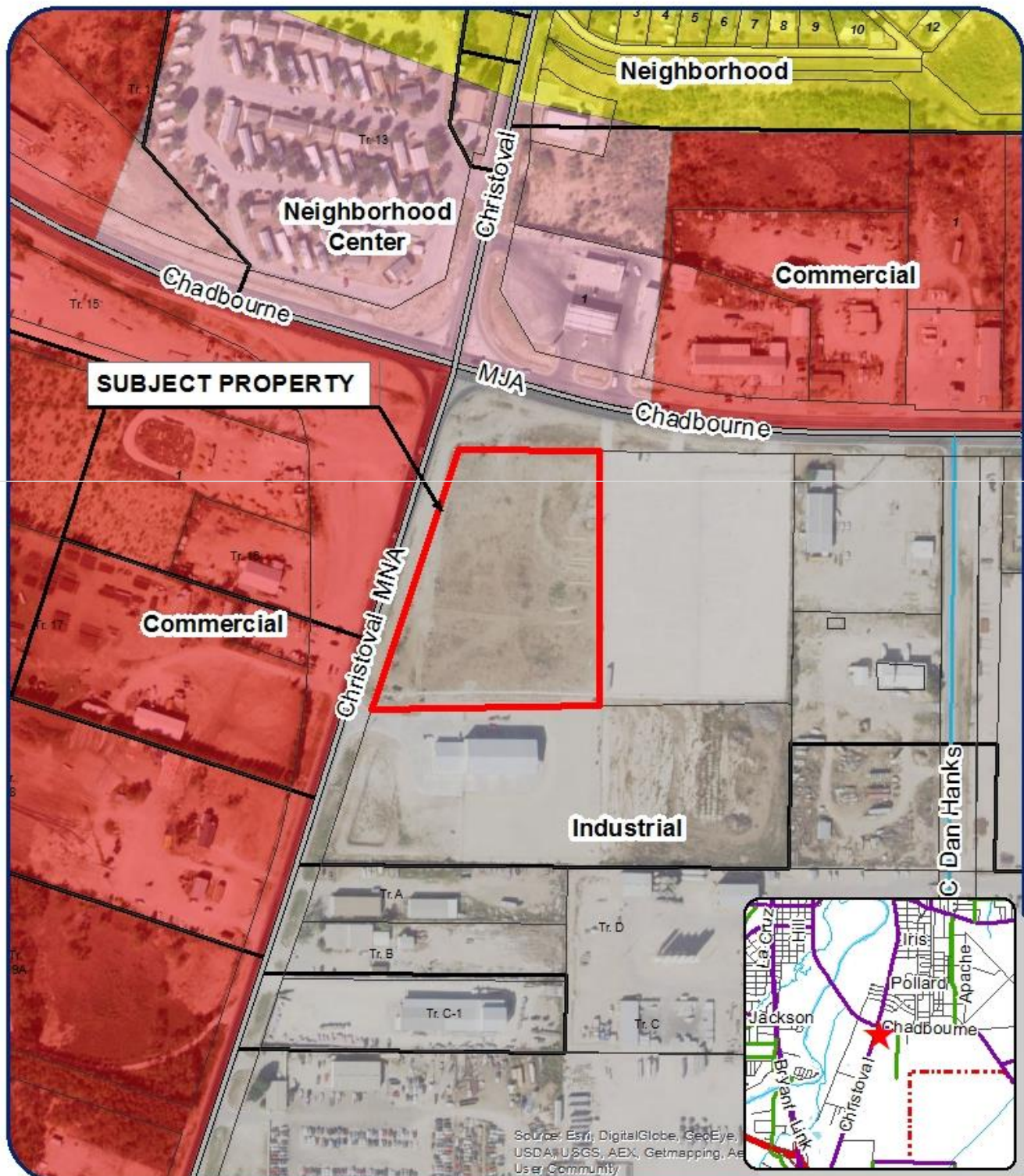


CP18-04 / Z18-06: COSA/Glen Park

Subject Property: 4001 S. Chadbourne Street, 5.00 acres

Vision: **Industrial**



**Zoning Case File****CP18-04 / Z18-06: COSA/Glen Park**

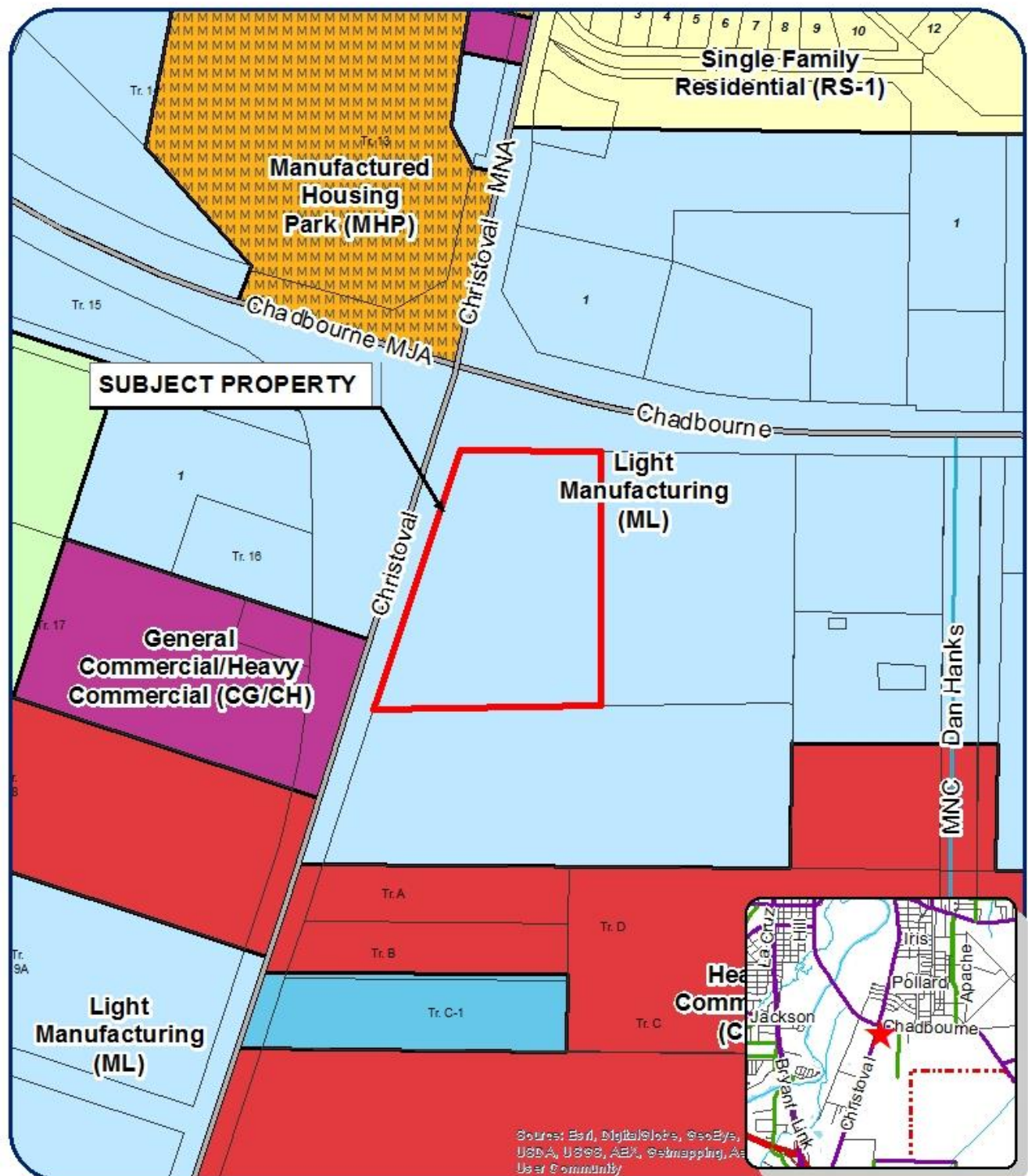
Council District: Tommy Hiebert (SMD#1)

Neighborhood: Glenmore Neighborhood

Scale: approx. = 275 ft

Subject Property: 4001 S. Chadbourne Street, 5.00 acres

LegendSubject Properties: —Current Zoning: MLRequested Zoning Change: RM-1Vision: Industrial



Zoning Case File
CP18-04 / Z18-06: COSA/Glen Park

Council District: Tommy Hiebert (SMD#1)
 Neighborhood: Glenmore Neighborhood
 Scale: approx. = 275 ft
 Subject Property: 4001 S. Chadbourne Street, 5.00 acres

Legend

Subject Properties: —
 Current Zoning: **ML**
 Requested Zoning Change: **RM-1**
 Vision: **Industrial**



Photos of Site and Surrounding Area

NORTH



SOUTH



WEST



EAST



SOUTH AT SUBJECT PROPERTY



EAST AT SUBJECT PROPERTY



TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE AVENUE IN SAN ANGELO, TEXAS 76903.

() IN FAVOR

()

IN OPPOSITION

REASON(S)

No Apartments
Need to stay
light manufacturing
do not want a lot
of people in coming
and going
it will ruin the value
of property around

NAME:

ADDRESS:

SIGNATURE:

Jack Willis

CP18-04/Z18-06: COSA / Glen Park Apartments, L.P.

Property owner number: 6

If you have any questions about these proceedings, please call Jeff Fisher, Senior Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210, ext. 1550. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us

Sample Site Plan

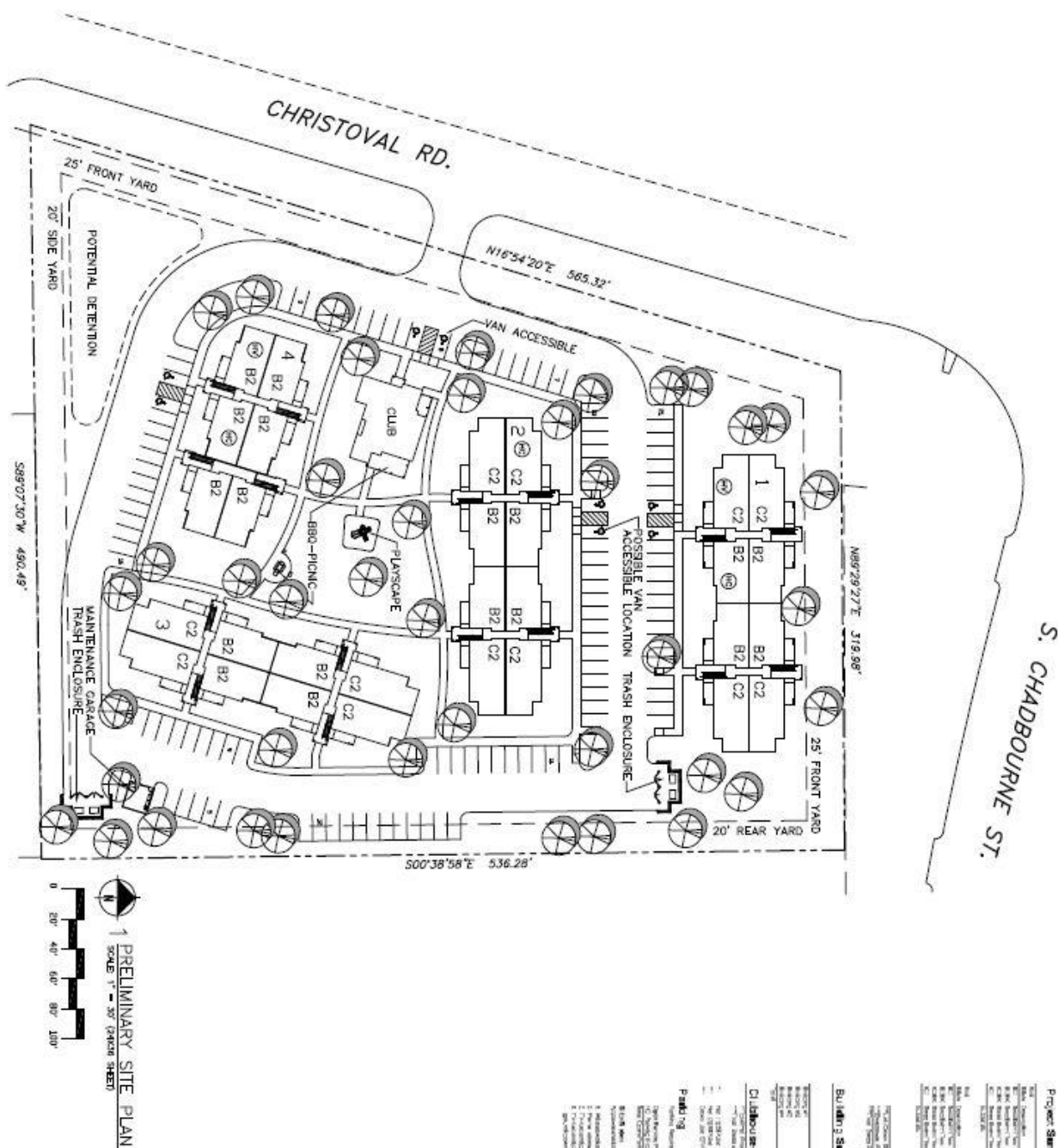


TABLE 1
Physical and Chemical Properties of the Polymers

Sample	Monomer	Yield (%)	η_{inh} (dL/g)	M_n (g/mol)	M_w (g/mol)	PDI	Color	UV-Vis (nm)	FTIR (cm ⁻¹)	Elemental Analysis (%)
P1	MA	85	0.45	12,500	18,000	1.44	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P2	MA	78	0.38	10,200	15,500	1.52	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P3	MA	72	0.32	9,800	14,800	1.51	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P4	MA	65	0.28	8,500	13,200	1.55	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P5	MA	58	0.25	7,800	12,500	1.60	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P6	MA	52	0.22	7,200	11,800	1.63	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P7	MA	45	0.18	6,500	10,500	1.62	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P8	MA	38	0.15	5,800	9,200	1.59	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P9	MA	32	0.12	5,200	8,500	1.63	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P10	MA	25	0.08	4,500	7,200	1.60	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P11	MA	18	0.05	3,800	6,200	1.63	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P12	MA	12	0.03	3,200	5,500	1.72	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P13	MA	8	0.02	2,800	4,800	1.71	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P14	MA	5	0.01	2,500	4,200	1.68	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P15	MA	3	0.01	2,200	3,800	1.73	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P16	MA	2	0.01	2,000	3,500	1.75	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P17	MA	1	0.01	1,800	3,200	1.78	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P18	MA	0.5	0.01	1,500	2,800	1.87	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P19	MA	0.2	0.01	1,200	2,500	2.08	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0
P20	MA	0.1	0.01	1,000	2,200	2.20	Colorless	210	1715, 1640	C: 65.5, H: 3.5, N: 1.0

[illegible][illegible]

10. Which of the following is not a risk factor for stroke?

- a. Atherosclerosis
- b. High cholesterol
- c. High blood pressure
- d. Diabetes
- e. All of the above are risk factors for stroke

SITE LEGEND

- Ⓐ ACCESSIBLE PARKING MEETING ADA, LEAS, AND HAS ACCESSIBILITY STANDARDS FOR STANDARD AND VAN ACCESSIBILITY.
- ⓂⒶ NO ACCESSIBLE UNIT MEETING LEAS, ADA, OR OTHER LEAS STANDARDS. ALL OTHER GROUND FLOOR UNITS SHALL BE ADAPTABLE TO THE STANDARDS OF THE FAIR HOUSING ACT OF 1988 WITH AMENDMENTS.
- ⓂⒶ UNITS FOR HEARING AND VISUAL IMPAIRMENTS AT FIRST FLOOR MEETING LEAS AND ADA STANDARDS. TWO TOTAL UNITS (2% MINIMUM).

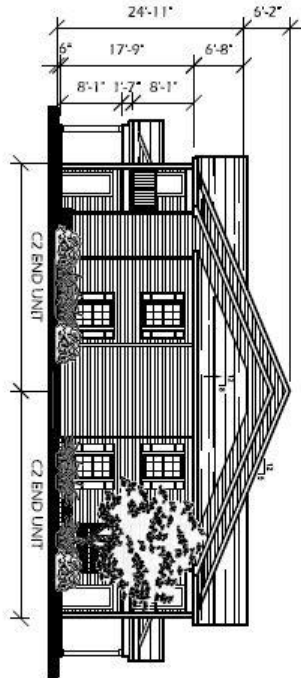
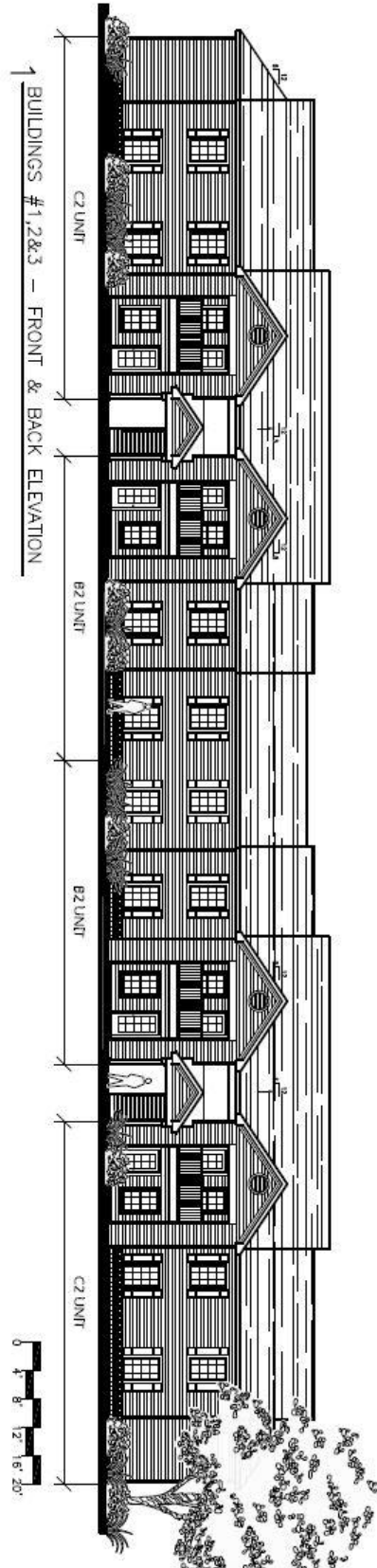
Glenn Park Apartments
A 60 Unit Family Community
in San Angelo, Texas

VCZ
ALBATROSS
Development
LLC

1720 N. Douglas Rd. P.O. Box 1777 Springfield, MO 65804 417-867-1433	208 residents 270000 \$200000 \$100000
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 THE 100 MOST GREEN BUILDINGS IN AMERICA AN ENR AND U.S. GREEN BUILDING COUNCIL INITIATIVE	DATE: 06/21/2018	
	SHEET PLAN	
	SHEET NO. 51 OF 52	
	CONSTRUCTION	

Sample Building Elevations



2 BUILDINGS #1, 2 & 3 – TYPICAL END ELEVATION

Glen Park Apartments

60 Unit Family Community in San Angelo, TX



Apartment Exterior Finishes	
Total Cement Board	= (+/-92%)
Cement Board Siding Area	= (+/-8%)
Total Brick Area	
Total Masonry Finish	= (100%)

Glenn Park Apartments, LP

300 S. CM Allen Parkway, Suite 212-B

San Marcos, TX 78666

Phone: 512-970-8250

To Whom It May Concern:

This letter is to confirm to the City of San Angelo that the Glenn Park Apartments, LP, has submitted an application for re-zoning of the property located in the 4000 block of S. Chadbourne Street (SE Corner of S. Chadbourne Street & Christoval Road), San Angelo, TX 76905.

Glenn Park Apartments, LP further confirms that it will hold harmless the City of San Angelo and all other parties in the event that re-zoning is not accomplished.

Sincerely,

Glenn Park Apartments, LP



Paul Holden, Representative

	City of San Angelo, Texas – Planning Division 52 West College Avenue Application for Approval of a Zone Change	
Section 1: Basic Information		
Name of Applicant(s): <u>Greg Huling</u>		
☒ Owner ☐ Representative (Notarized Affidavit Required)		
<u>300 S. CM Allen Parkway, Suite 212-B</u>		<u>San Marcos</u> TX <u>78666</u>
Mailing Address	City	State Zip Code
<u>512-970-8250</u>	<u>pholden52@gmail.com</u>	
Contact Phone Number	Contact E-mail Address	
<u>4000 Block of S. Chadbourne Street</u>	<u>San Angelo</u>	TX <u>76905</u>
Subject Property Address	City	State Zip Code
<u>Abst: A-7278 S-0160, Survey: C F Potter, 9.990-Acres</u>		
Legal Description (can be found on property tax statement or at www.tamgreencad.com)		
Existing Zoning: <u>ML</u> Proposed Zoning: <u>RM-1</u> Lot size: <u>5.0-Acres</u>		
(Zoning Map available on City Maps)		
Section 2: Site Specific Details		
Existing Use of Property: <u>Vacant Land</u>		
*Proposed Use of Property: <u>60-units of 2-story garden style apartments.</u>		
*Use separate attachment if necessary		
Section 3: Applicant(s) Acknowledgement		
(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)		
☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;		
☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.		
☒ If approved, a zone change is applied to the property, not the property owner.		
☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.		
☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.		
☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.		
☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.		
☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.		
Hours of Operation: 8 AM -12 PM & 1PM – 5 PM 325-657-4210, #2 www.cosatx.us/planning		

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.

Greg Huling



2-22-2018

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: 2, 22, 2018

Case No.: Z 18 -06

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$537.50

Receipt #: _____ Date paid: 2, 22, 2018

Sign Deposit \$37.50

Receipt #: _____ Date paid: ____/____/____

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: 4, 16, 2018

Date notifications due: 4, 5, 2018

City Council hearing date: ____/____/____

Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: Jeff Fisher

Date: 2, 22, 2018

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: **4001 South Chadbourne Street; comprising of 5.00 acres;** FROM THE LIGHT MANUFACTURING (ML) ZONING DISTRICT TO THE LOW RISE MULTIFAMILY RESIDENTIAL (RM-1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

RE: **Z18-06: Glen Park Apartments, L.P.**

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 Low Rise Multifamily Residential Zoning District (RM-1) and,

WHEREAS, on the 15th day of May, 2018, City Council held a public hearing on Z18-06, 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 LOW RISE MULTIFAMILY (RM-1) ZONING DISTRICT:

The real property generally located at 4001 South Chadbourne Street, comprising 5.00 acres out of 9.99 acres in the C.F. Potter Survey No. 160, Abstract No. 7278, City of San Angelo, Tom Green County, Texas, and as further depicted on the Boundary and Topographical Survey prepared by Cruse B. Suddeth dated February 27, 2018 on Exhibit "A" of this Ordinance, shall henceforth be permanently zoned as follows: Low Rise Multifamily Residential Zoning District (RM-1).

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 (Field Notes, Survey, and "RM-1" 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 July, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of August, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit "A" (Field Notes)

FIELD NOTES FOR 5.000 ACRES
C.F. POTTER SURVEY 160, ABSTRACT NO. 7278
TOM GREEN COUNTY, TEXAS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, BEING 5.000 ACRES OF LAND SITUATED IN THE C. F. POTTER SURVEY 160, ABSTRACT NO. 7278, TOM GREEN COUNTY, TEXAS, BEING PART OF THAT CERTAIN CALLED 15.98 ACRE TRACT DESCRIBED IN A DEED FROM JAMES KEITH HARRIS TO GREG HULING, DATED NOVEMBER 20, 2003, RECORDED IN VOLUME 1066, PAGE 136 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF TOM GREEN COUNTY, TEXAS. SAID 5.000 ACRES BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT;

BEARINGS ARE BASED THE MONUMENTED NORTH LINE OF THAT CERTAIN CALLED 7.920 ACRE TRACT TO PRIORITY SAN ANGELO, LLC RECORDED UNDER CLERK'S FILE NO. 2013-745691.

BEGINNING AT A 1/2" IRON ROD (FOUND) FOR THE NORTHWEST CORNER OF SAID 7.920 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING IN THE EAST RIGHT-OF-WAY OF CHRISTOVAL ROAD;

THENCE NORTH 16 DEGREES 54 MINUTES 20 SECONDS EAST, WITH SAID RIGHT-OF-WAY, A DISTANCE OF 565.32 FEET TO A 1/2" IRON ROD (FOUND) FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF SOUTH CHADBOURNE STREET, SAME BEING THE NORTH LINE OF THE ABOVE MENTIONED HULING TRACT;

THENCE NORTH 89 DEGREES 29 MINUTES 27 SECONDS EAST, WITH SAID NORTH LINE, A DISTANCE OF 319.98 FEET TO A 1/2" IRON ROD (SET) FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, A 1/2" IRON PIPE (FOUND) FOR THE NORTHEAST CORNER OF SAID HULING TRACT BEARS NORTH 89 DEGREES 29 MINUTES 27 SECONDS EAST, 406.27 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 58 SECONDS EAST, OVER AND ACROSS SAID HULING TRACT, A DISTANCE OF 536.28 FEET TO A 1/2" IRON ROD (SET) FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING IN THE NORTH LINE OF SAID 7.920 ACRE TRACT, A 1/2" IRON ROD (FOUND) FOR THE NORTHEAST CORNER OF SAME BEARS NORTH 89 DEGREES 07 MINUTES 30 SECONDS EAST, 406.23 FEET;

THENCE SOUTH 89 DEGREES 07 MINUTES 30 SECONDS WEST, WITH THE NORTH LINE OF SAID 7.920 ACRE TRACT, A DISTANCE OF 490.49 FEET TO THE POINT OF BEGINNING CONTAINING 5.000 ACRES OF LAND.

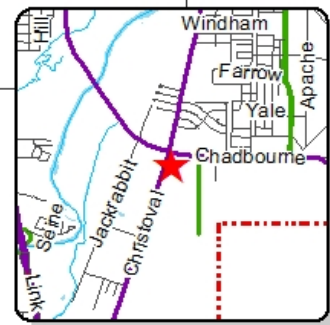
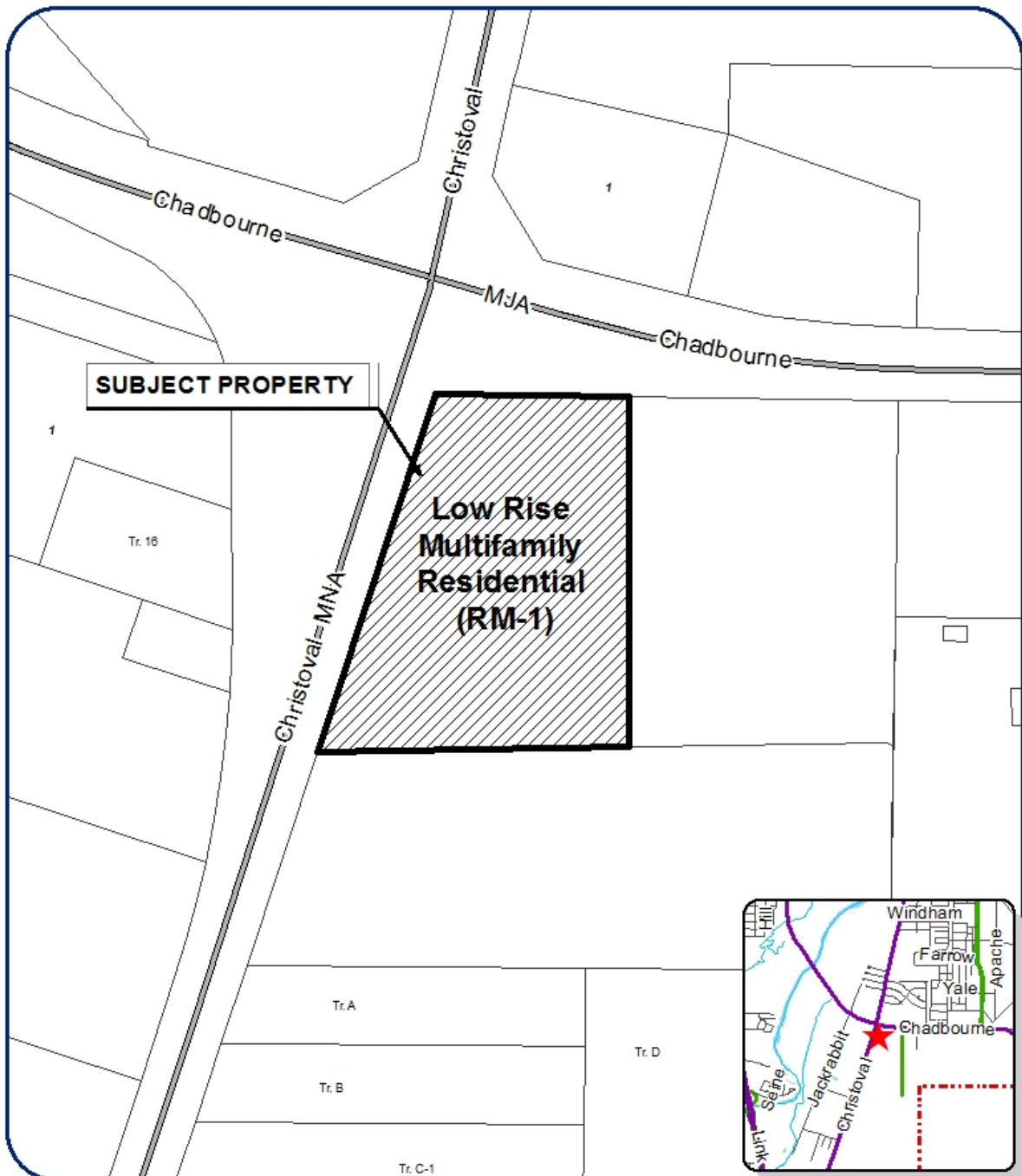
I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears on the records of the County of [County Name], State of Texas.

GLENN PARK APARTMENTS
 SAN ANGELO, TEXAS
 BOUNDARY & TOPOGRAPHIC SURVEY

101 S. BRIDGEMAN, SUITE 201
 P.O. BOX 10000 • SAN ANGELO, TEXAS 76901-0000
KNIFFIN SURVEYORS
 LAND SURVEYING • CIVIL ENGINEERING
 PHONE 780-2000 • FAX 780-2001
 FILING 1-700-2000

REV	DATE	DESCRIPTION	BY	CHK

Exhibit "A" (RM-1 Boundary Map)



Zoning Case File CP18-04 / Z18-06: COSA/Glen Park

Council District: Tommy Hiebert (SMD#1)
Neighborhood: Glenmore Neighborhood
Scale: approx. = 200 ft
Subject Property: 4001 S. Chadbourne Street, 5.00 acres

Legend

Subject Properties: —
Current Zoning: ML
Requested Zoning Change: RM-1
Vision: Industrial



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 7, 2018

Item type: Regular Item

Caption:

Second reading of an ordinance for the abandonment of a 4,897.17-square foot portion of the Harbor Court public right-of-way (James)

Summary/History:

The applicant has requested the abandonment of a portion of the cul-de-sac bulb of the Harbor Court public right-of-way, immediately northwest of their property. The applicant's intent is to use this space for business expansion. The street is identified as a "Local Street" in the City's Master Thoroughfare Plan.

Financial Impact:

The City, as part of a signed agreement with Ener-Tel, will be responsible for any improvements needed for Harbor Court to meet requirements of the Land Development & Subdivision Ordinance.

Other Information/Recommendation:

This item is not required to obtain a recommendation by the Planning Commission. On July 17, 2008, City Council voted unanimously to APPROVE on first reading.

Attachments:

- | | | |
|----|-----------------|---|
| 1. | Staff Report | CC Harbor Court Abandonment Staff Report.docx |
| 2. | Draft Ordinance | Harbor Court Aband. Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

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

CITY COUNCIL –July 17, 2017

STAFF REPORT



APPLICATION TYPE:		CASE:	
Street Right-of-way Abandonment		Harbor Court Abandonment: Wisniewski	
SYNOPSIS:			
The applicant has requested the abandonment of a portion of the cul-de-sac bulb of the Harbor Court public right-of-way, immediately northwest of their property. The applicant's intent is to use this space for business expansion. The street is identified as a "Local Street" in the City's Master Thoroughfare Plan.			
LOCATION:		LEGAL DESCRIPTION:	
Adjacent to 1805 & 1806 Harbor Court		Being a portion of an urban local street located immediately northwest of Tract G, 2nd Replat in Section 2, T.J.A.K. Addition, Tom Green County, Texas.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #3 – Harry Thomas Rio Vista Neighborhood	ML – Light Manufacturing & CG/CH – General Commercial/ Heavy Commercial	C – Commercial	4,897.17 square feet
THOROUGHFARE PLAN:			
Harbor Court – Urban Local Street, 50' ROW required (50' Existing), 36' with a 4' sidewalk or 40' pavement required (40' Existing)			
NOTIFICATIONS:			
7 notifications mailed within 200-foot radius on July 3, 2018. Zero received in support or opposition			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the Street Right-of-Way Abandonment request, subject to two Conditions of Approval .			
PROPERTY OWNER/PETITIONER:			
Scott Wisniewski Shamrock Capital Corporation LLC			
STAFF CONTACT:			
Hillary Bueker, RLA Senior Planner (325) 657-4210, Ext. 1547 hillary.bueker@cosatx.us			

Additional Information:

Planning Staff circulated all relevant municipal departments, as well as public and private utility companies, and there were no responses in opposition to the request. Staff comments include submit, obtain approval, and officially record a subdivision replat absorbing the subject property into adjacent lot(s) meeting all requirements of the Land Subdivision Ordinance and remit payment of the City's assessment formula for the abandoned area. The applicant will be required to pay the full assessed value of the abandoned area, to be determined by the City's Real Estate Division.

Analysis:

Planning Staff reviewed all relevant history, ordinances, policies, and conducted a site visit to the property on July 2, 2018, to determine the appropriateness of abandoning the said public street right-of-way. Planning Staff believes existing or anticipated traffic patterns would not be negatively affected if the subject portion of Harbor Court is closed. At present, this portion of Harbor Court acts as secondary access to properties which also have access off of Old Knickerbocker Road. For these reasons, Staff believe closing this portion of Harbor Court would not create any detrimental effects as this portion does not appear to be used by any surrounding property owner, except for the applicant who intends to acquire and build upon it. Staff believes this portion currently provides no public benefit, and closing it would also remove any additional expense of the City having to upgrade it in future. Per the subsequent proposed replat of the area, the proposed abandonment would not contradict any applicable City Ordinance. As conditions of approval, the applicant would be required to replat the abandonment area into the adjacent property.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed abandonment of a portion of the cul-de-sac bulb of the Harbor Court public right-of-way, immediately northwest of Tract G, 2nd Replat in Section 2, T.J.A.K. Addition, **subject to two Conditions of Approval:**

1. Submit, obtain approval, and official recording of a subdivision replat absorbing the subject property into adjacent lot(s) meeting all requirements of the Land Subdivision Ordinance.
2. Remit payment for assessment formula outlined in fee schedule, if abandonment is approved consistent with the Code of Ordinances, Section A9.008.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Street Abandonment Exhibit
Field Notes
Notification Map
Application



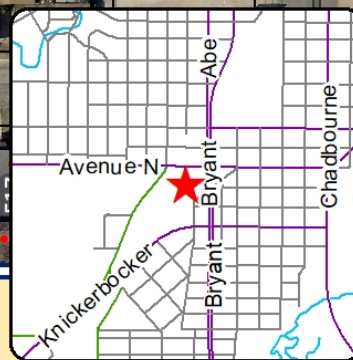
Street Abandonment

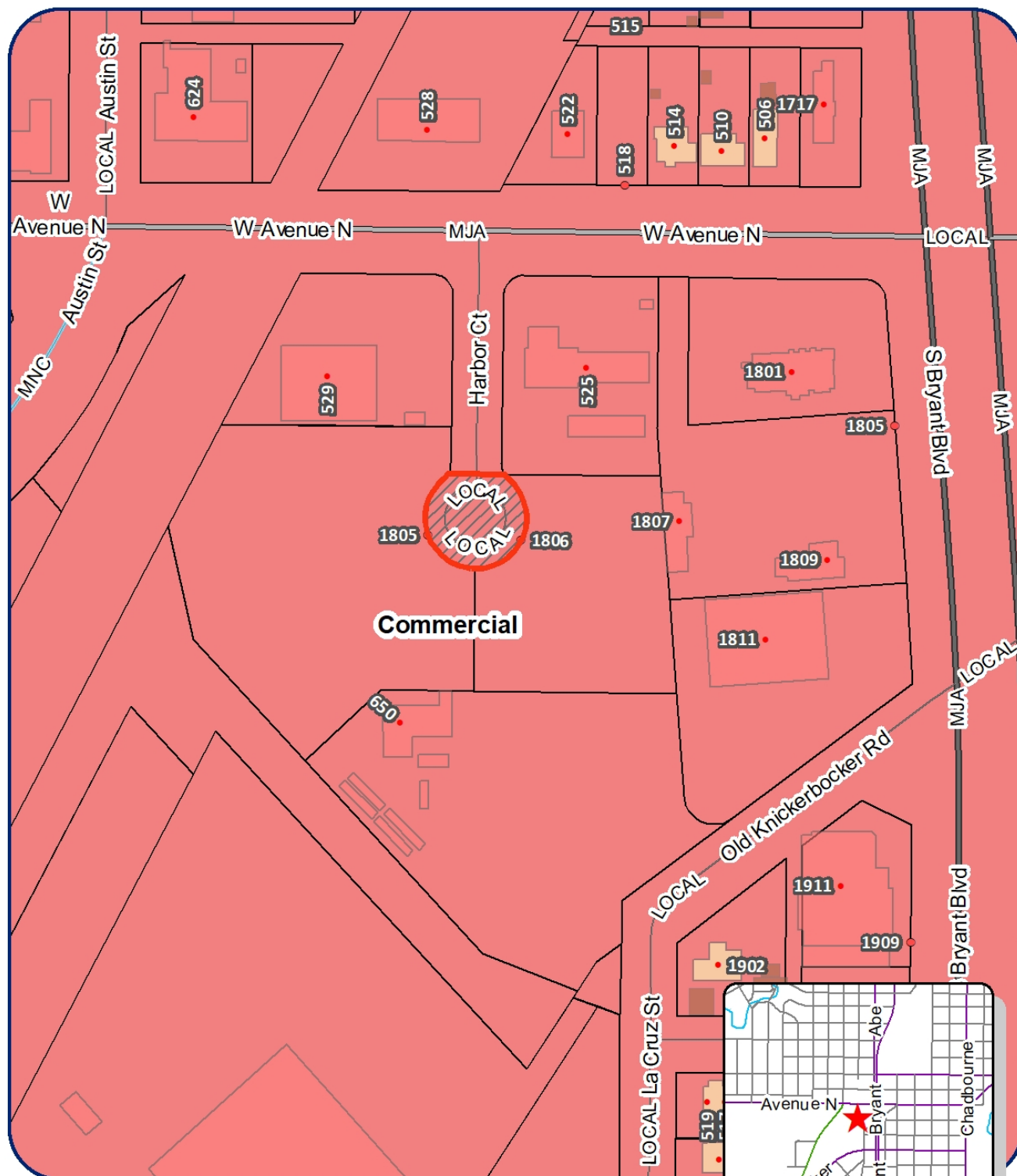
Harbor Court

Council District: SMD #3 - Harry Thomas
Neighborhood: Rio Vista
Scale: 1" approx. = 125 ft

Legend

Subject Properties: —
Current Zoning: ML
Requested Zoning Change: N/A
Vision: Commercial





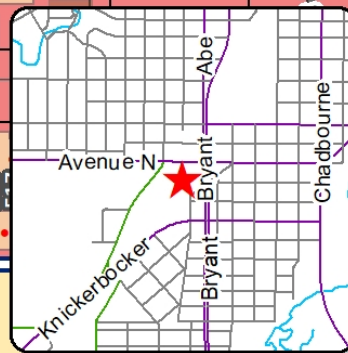
Street Abandonment

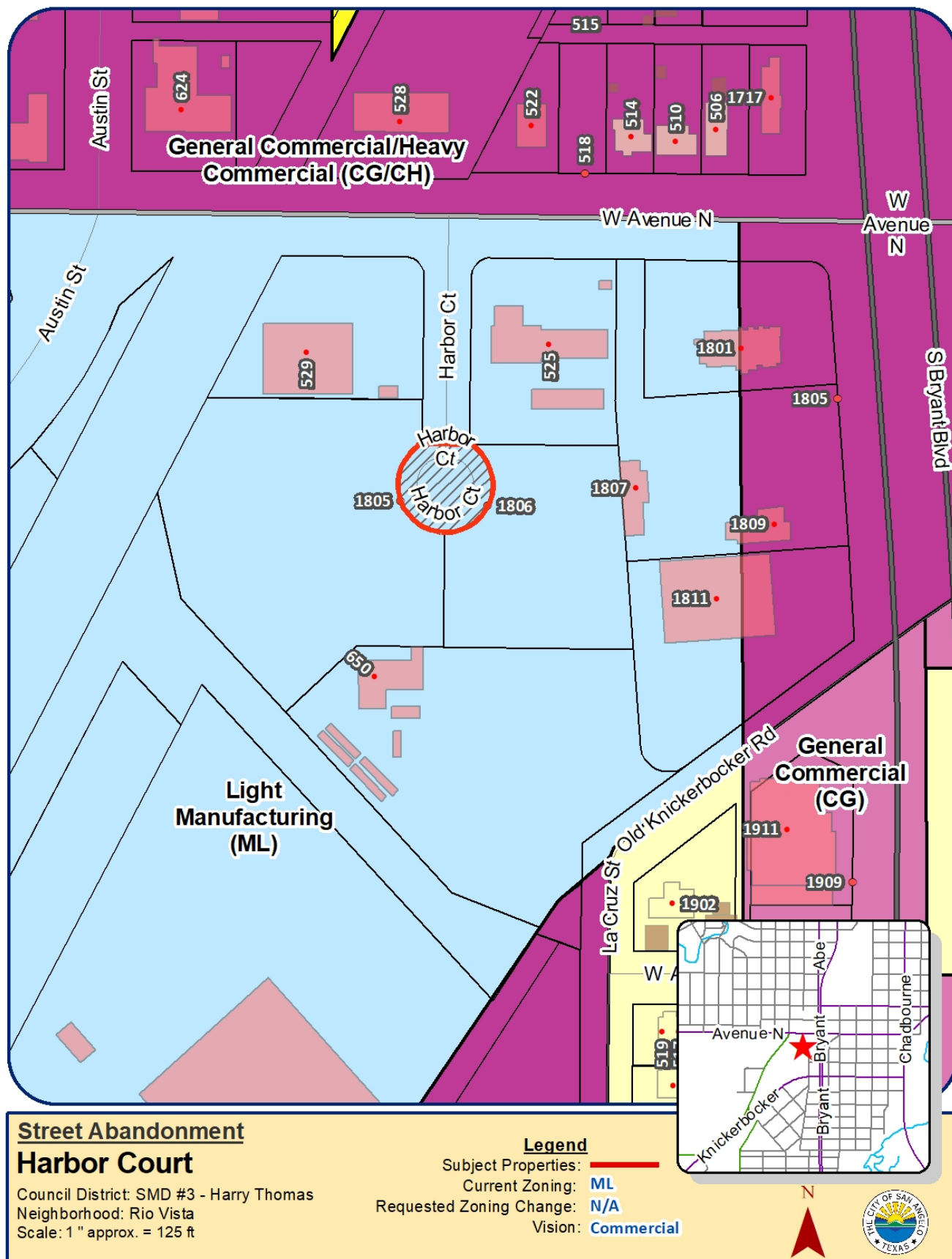
Harbor Court

Council District: SMD #3 - Harry Thomas
Neighborhood: Rio Vista
Scale: 1" approx. = 125 ft

Legend

Subject Properties: —
Current Zoning: ML
Requested Zoning Change: N/A
Vision: Commercial





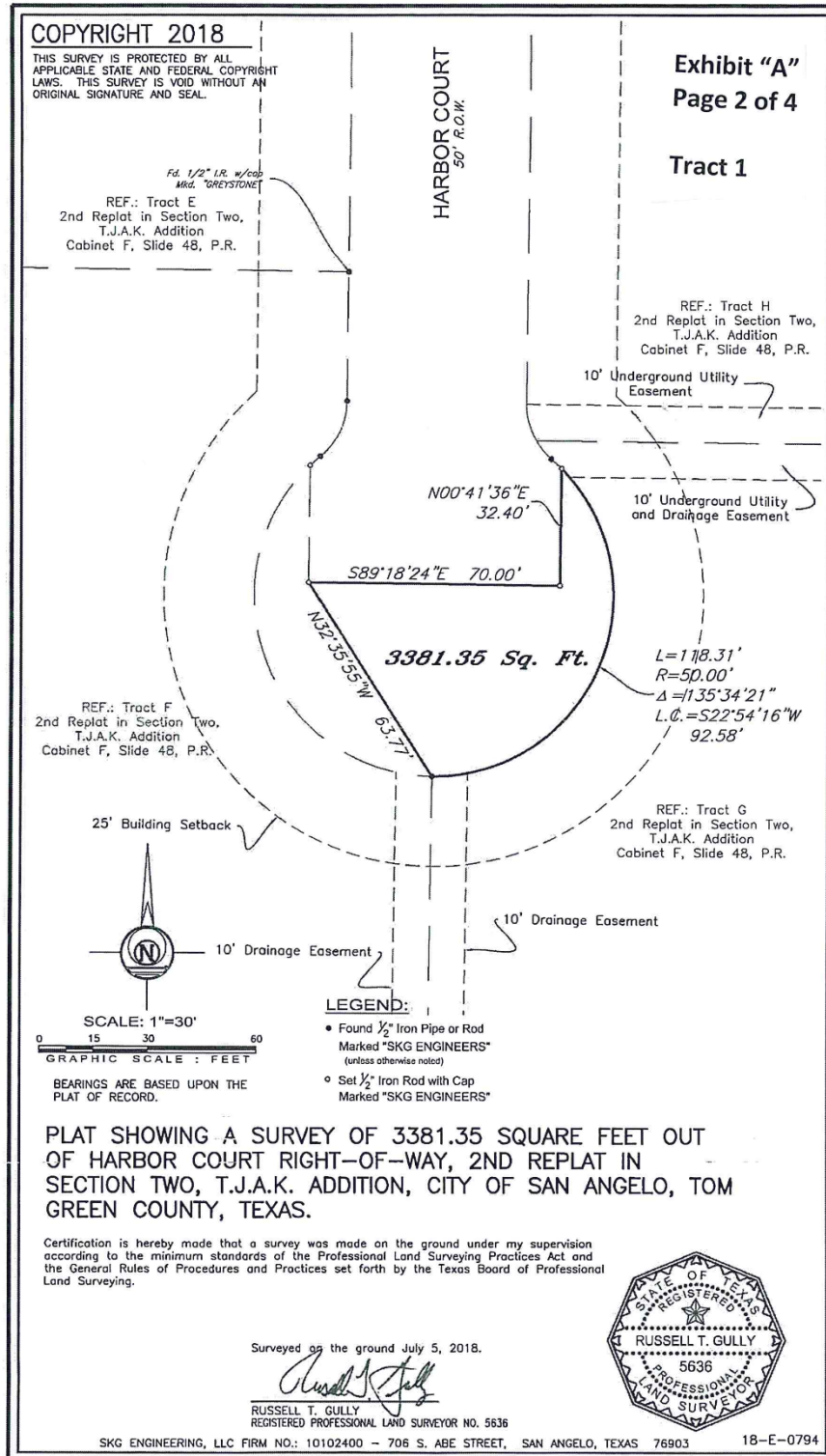


Exhibit "A"
Page 1 of 4

FIELD NOTES

Tract 1

3381.35 Square Feet

July 5, 2018
18-S-0794e

Being an area of 3381.35 Square Feet of land out of Harbor Court Right-of-Way, 2nd Replat in Section Two, T.J.A.K. Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet F, Slide 48, Plat Records of Tom Green County, Texas and said 3381.35 Square Feet tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" found for the south corner of this tract and the common corner of certain Tract G and Tract F of said T.J.A.K Addition and being in the south line of said Harbor Court;

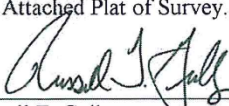
Thence with the southwest line of this tract and across said Harbor Court, N. 32° 35' 55" W. 63.77 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the northwest corner of this tract;

Thence with the north line of this tract, S. 89° 18' 24" E. 70.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for an ell corner of this tract;

Thence with the northerly west line of this tract, N. 00° 41' 36" E. 32.40 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the north corner of this tract in the easterly line of said Harbor Court;

Thence with the easterly line of this tract and said Harbor Court and a westerly line of said Tract G, with a curve to the right, having a radius of 50.00 feet, central angle for this part traversed of 135° 34' 21", arc length of 118.31 feet and whose long chord bears S. 22° 54' 16" W. 92.58 feet to the place of beginning and containing an area of 3381.35 Square Feet of land.

See Attached Plat of Survey.


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



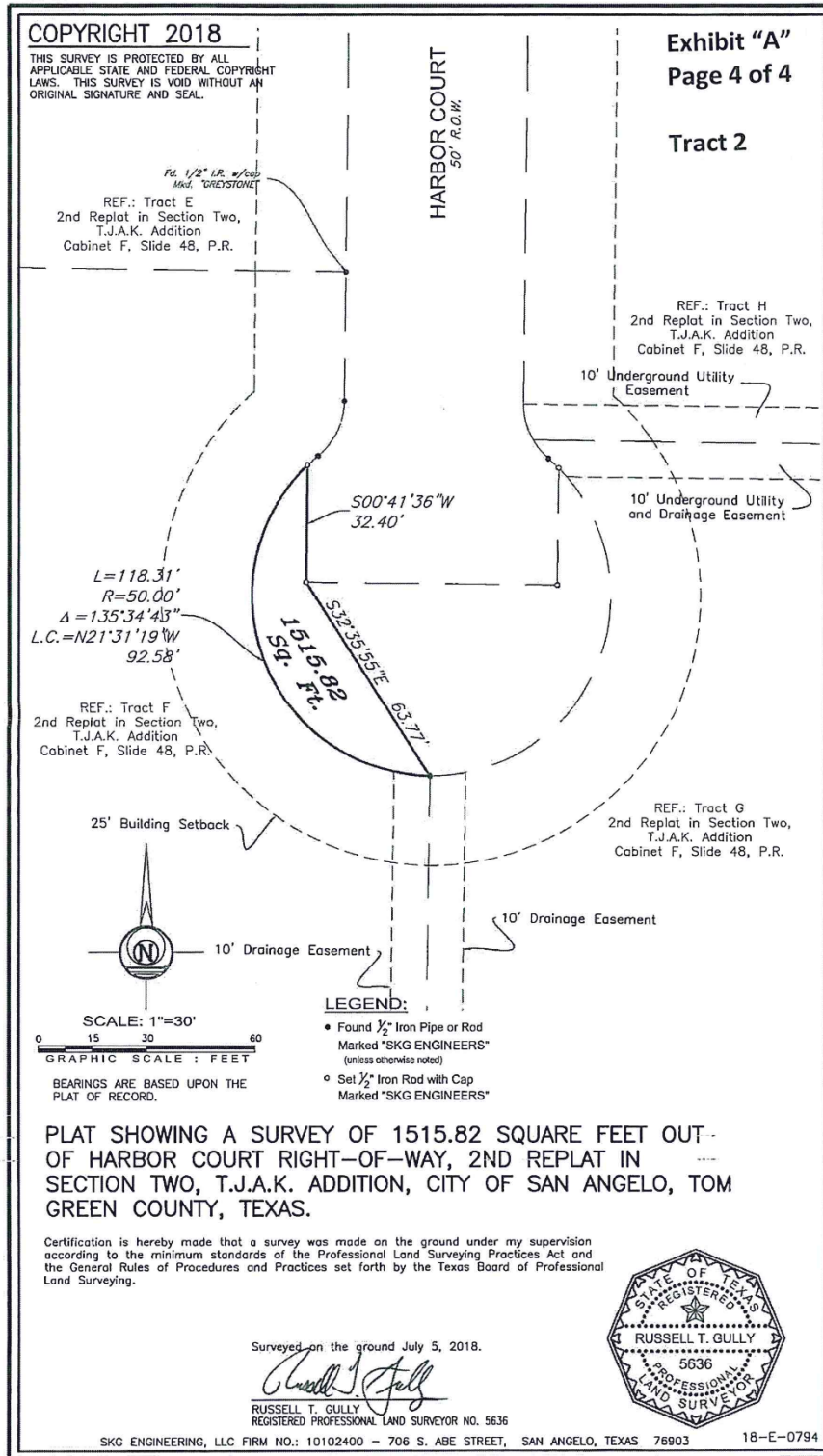


Exhibit "A"
Page 3 of 4

FIELD NOTES

Tract 2

1515.82 Square Feet

July 5, 2018
18-S-0794w

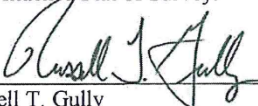
Being an area of 1515.82 Square Feet of land out of Harbor Court Right-of-Way, 2nd Replat in Section Two, T.J.A.K. Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet F, Slide 48, Plat Records of Tom Green County, Texas and said 1515.82 Square Feet tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" found for the south corner of this tract and the common corner of certain Tract G and Tract F of said T.J.A.K Addition and being in the south line of said Harbor Court;

Thence with the west or southwest line of this tract and said Harbor Court, with a curve to the right, having a radius of 50.00 feet, central angle for this part traversed of 135° 34' 43", arc length of 118.31 feet and whose long chord bears N. 21° 31' 19" W. 92.58 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve for the north corner of this tract;

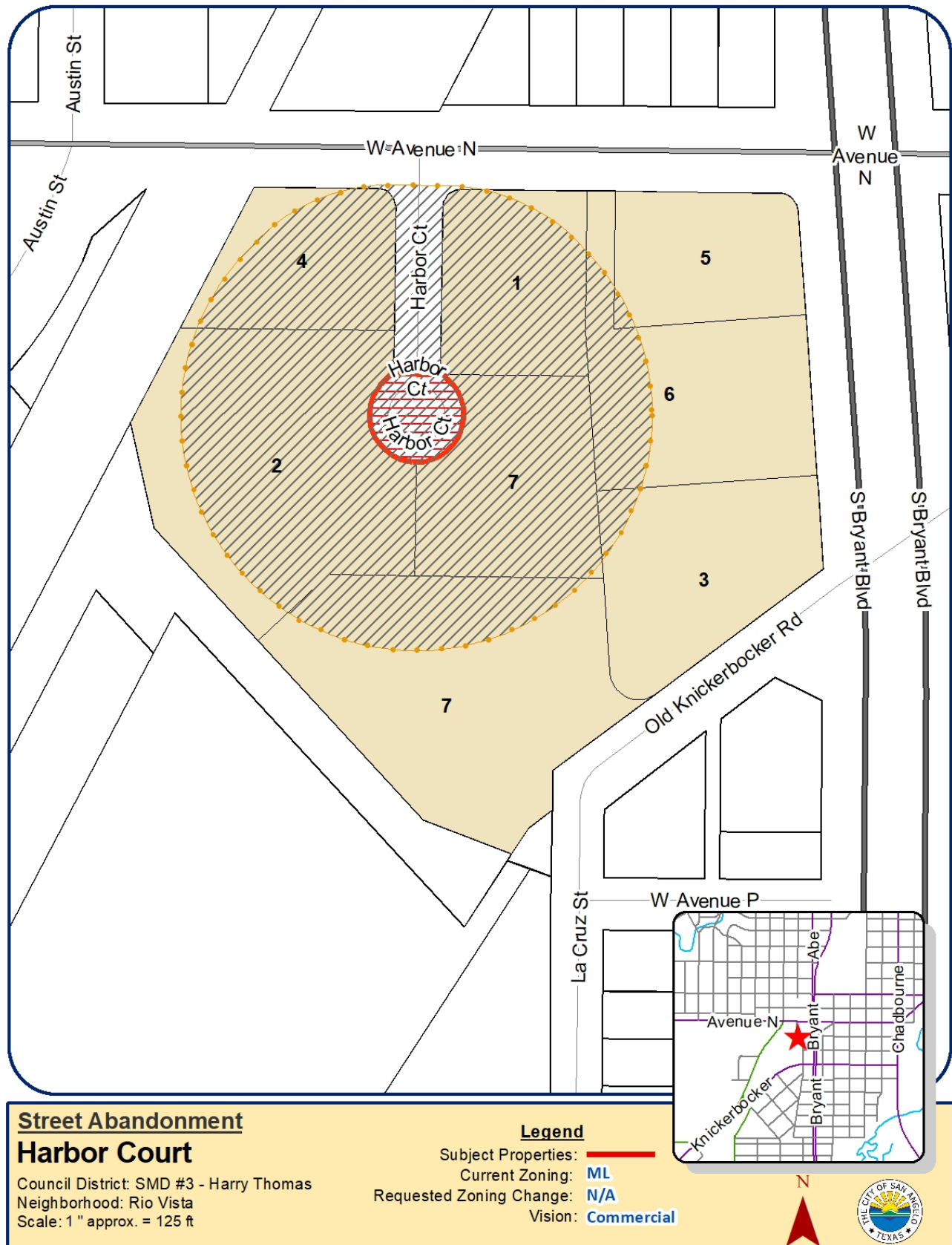
Thence with the east line of this tract and across said Harbor Court, S. 00° 41' 36" W. 32.40 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for angle corner, S. 32° 35' 55" E. 63.77 feet to the place of beginning and containing an area of 1515.82 Square Feet of land.

See Attached Plat of Survey.



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





Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue
**Application to Abandon Right-of-way for
Street(s) and/or Alley(s)**



Section 1: Basic Information

Name of Applicant(s): Scott Wisniewski

☒ Owner ☐ Representative (Affidavit Required)

801 South Abe San Angelo Texas 76903
Mailing Address City State Zip Code

325-653-6814

Contact Phone Number Contact E-mail Address

1806 Harbor Ct San Angelo Texas 76903
Subject Property Address City State Zip Code

Legal Description (can be found on property tax statement or at www.tomgreencad.com)

Lot Size: 0.85 Acres Zoning: ML (Light Manufacturing)

Section 2: Site Specific Details

Subdivision Name: T.J.A.K. Addition (Amended)

Lots and/or Blocks Affected*: Tract F Section 2; Tract G Section 2

General Description of Location*: _____

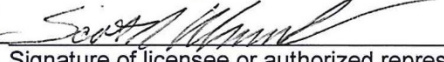
Reason for Abandonment*: Abandonment agreed upon by City with land purchase agreement for detention pond

*Use attachment if necessary.

Effective January 3, 2017

Section 3: Applicant's acknowledgement

I/We the undersigned acknowledge that the information provided above is true and correct.



Signature of licensee or authorized representative
affirming the truth of the above statement.

06/06/2018

Date

Scott Wisniewski

Printed name of licensee or authorized representative

Shamrock Capital Corporation LLC

Name of business/Entity of representative

FOR OFFICE USE ONLY:

Date of Application: 6 / 11 / 18

Non-Refundable Fee: \$ 450

Receipt #: _____

Date paid: 6 / 11 / 18

Date of hearing by Planning Commission: N/A / _____

Date of hearing by City Council: 7 / 17 / 18

Reviewed/Accepted by: H. Buckner

AN ORDINANCE PROVIDING FOR ABANDONMENT AND CLOSING OF PORTIONS OF THE CUL-DE-SAC TURNAROUND OF HARBOR COURT; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO ADJOINING PROPERTY OWNERS; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

WHEREAS, the City Council of the City of San Angelo, acting pursuant to law, is of the opinion that the portion of the cul-de-sac turnaround of Harbor Court, is no longer needed for public use and therefore deems it advisable to abandon said portion of street and convey the underlying tract of land to owners of adjoining property; and,

WHEREAS, the City Council of the City of San Angelo is of the opinion that the best interest and welfare of the public will be served by closing, abandoning and vacating said portion of the turnaround of Harbor Court Street and conveying the underlying tracts of land to the abutting property owners, subject to the conditions and restrictions contained herein;

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

SECTION 1: The public right-of-way and street located in the City of San Angelo, Tom Green County, Texas, generally described as two separate tracts out of the cul-de-sac turnaround right-of-way of Harbor Court, more particularly described and depicted in **Exhibit "A,"** attached hereto and made a part hereof for all purposes, be and the same are hereby closed, abandoned and vacated insofar as the right, title and easement of the public are concerned; subject however, to the conditions and restrictions hereinafter more fully set out.

SECTION 2: The abandonments and conveyances provided for herein are made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all

existing easements, if any, whether apparent or not, aerial, surface, underground or otherwise.

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

SECTION 4: As conditions of the abandonment and as part of the consideration for conveyance by quitclaim deed of the underlying tracts of land to owners of adjoining property on the east and west sides of the abandoned tracts, said property owners shall:

- a) Submit a revised survey reflecting compliance with ordinance standards set forth at Land Development and Subdivision Ordinance, Chapter 9, Section III.C.1.b
- b) Submit a joint application with the City of San Angelo for replat of lots adjoining the abandoned tracts, absorbing each of the tracts into the respective adjoining lot(s), meeting all requirements of the Land Subdivision Ordinance; and,
- c) Remit payment determined under the assessment formula outlined in the City Code of Ordinances, Appendix “A”, Fee Schedule, Section A9.008.

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

SECTION 6: The Mayor of the City of San Angelo is hereby authorized to execute and, upon receipt of evidence of compliance with the conditions provided for at Section 4, deliver quit claim deeds conveying the subject tracts of land described and depicted in **Exhibit “A,”** to the abutting property owners as herein provided.

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

INTRODUCED on the **17th day of July, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of August, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

FIELD NOTES

Tract 1

3381.35 Square Feet

July 5, 2018
18-S-0794e

Being an area of 3381.35 Square Feet of land out of Harbor Court Right-of-Way, 2nd Replat in Section Two, T.J.A.K. Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet F, Slide 48, Plat Records of Tom Green County, Texas and said 3381.35 Square Feet tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" found for the south corner of this tract and the common corner of certain Tract G and Tract F of said T.J.A.K Addition and being in the south line of said Harbor Court;

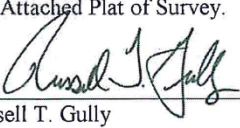
Thence with the southwest line of this tract and across said Harbor Court, N. 32° 35' 55" W. 63.77 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the northwest corner of this tract;

Thence with the north line of this tract, S. 89° 18' 24" E. 70.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for an ell corner of this tract;

Thence with the northerly west line of this tract, N. 00° 41' 36" E. 32.40 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the north corner of this tract in the easterly line of said Harbor Court;

Thence with the easterly line of this tract and said Harbor Court and a westerly line of said Tract G, with a curve to the right, having a radius of 50.00 feet, central angle for this part traversed of 135° 34' 21", arc length of 118.31 feet and whose long chord bears S. 22° 54' 16" W. 92.58 feet to the place of beginning and containing an area of 3381.35 Square Feet of land.

See Attached Plat of Survey.


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

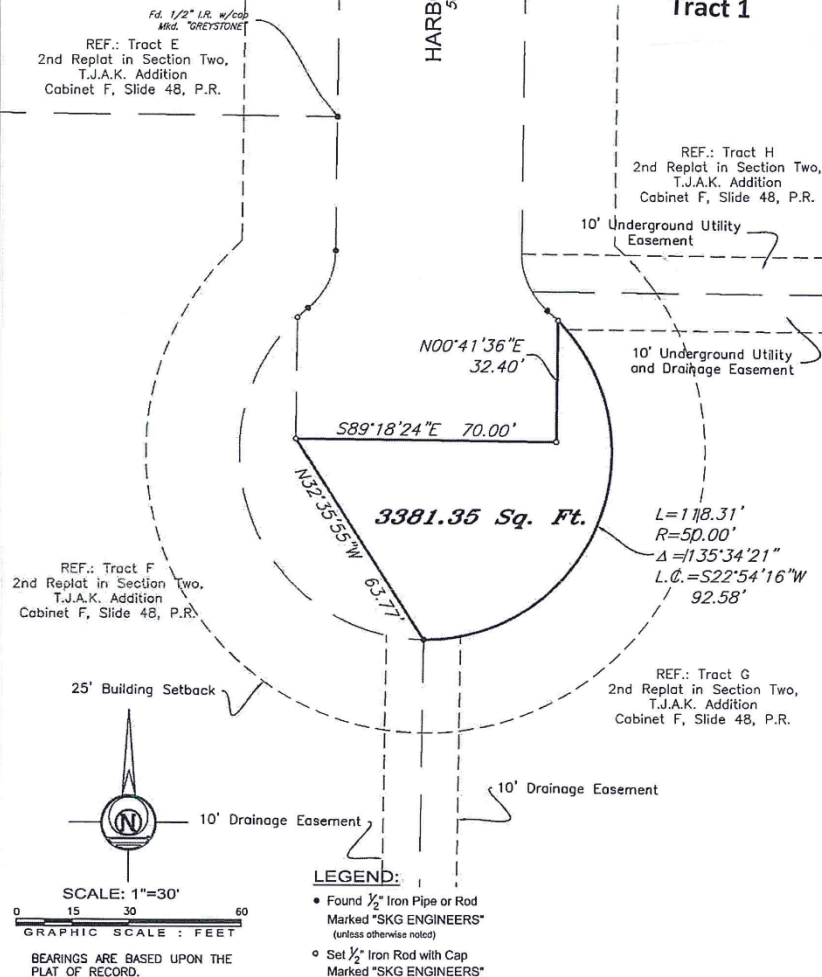


COPYRIGHT 2018

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

Exhibit "A"
Page 2 of 4

Tract 1

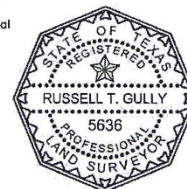


PLAT SHOWING A SURVEY OF 3381.35 SQUARE FEET OUT OF HARBOR COURT RIGHT-OF-WAY, 2ND REPLAT IN SECTION TWO, T.J.A.K. ADDITION, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.

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

Surveyed on the ground July 5, 2018.

Russell T. Gully
RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636



SKG ENGINEERING, LLC FIRM NO.: 10102400 - 706 S. ABE STREET, SAN ANGELO, TEXAS 76903 18-E-0794

FIELD NOTES

Tract 2

1515.82 Square Feet

July 5, 2018
18-S-0794w

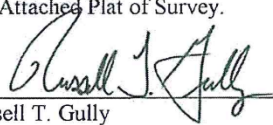
Being an area of 1515.82 Square Feet of land out of Harbor Court Right-of-Way, 2nd Replat in Section Two, T.J.A.K. Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet F, Slide 48, Plat Records of Tom Green County, Texas and said 1515.82 Square Feet tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod with cap marked "SKG ENGINEERS" found for the south corner of this tract and the common corner of certain Tract G and Tract F of said T.J.A.K Addition and being in the south line of said Harbor Court;

Thence with the west or southwest line of this tract and said Harbor Court, with a curve to the right, having a radius of 50.00 feet, central angle for this part traversed of 135° 34' 43", arc length of 118.31 feet and whose long chord bears N. 21° 31' 19" W. 92.58 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve for the north corner of this tract;

Thence with the east line of this tract and across said Harbor Court, S. 00° 41' 36" W. 32.40 feet to a 1/2" iron rod with cap marked "SKG ENGINEERS" set for angle corner, S. 32° 35' 55" E. 63.77 feet to the place of beginning and containing an area of 1515.82 Square Feet of land.

See Attached Plat of Survey.



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

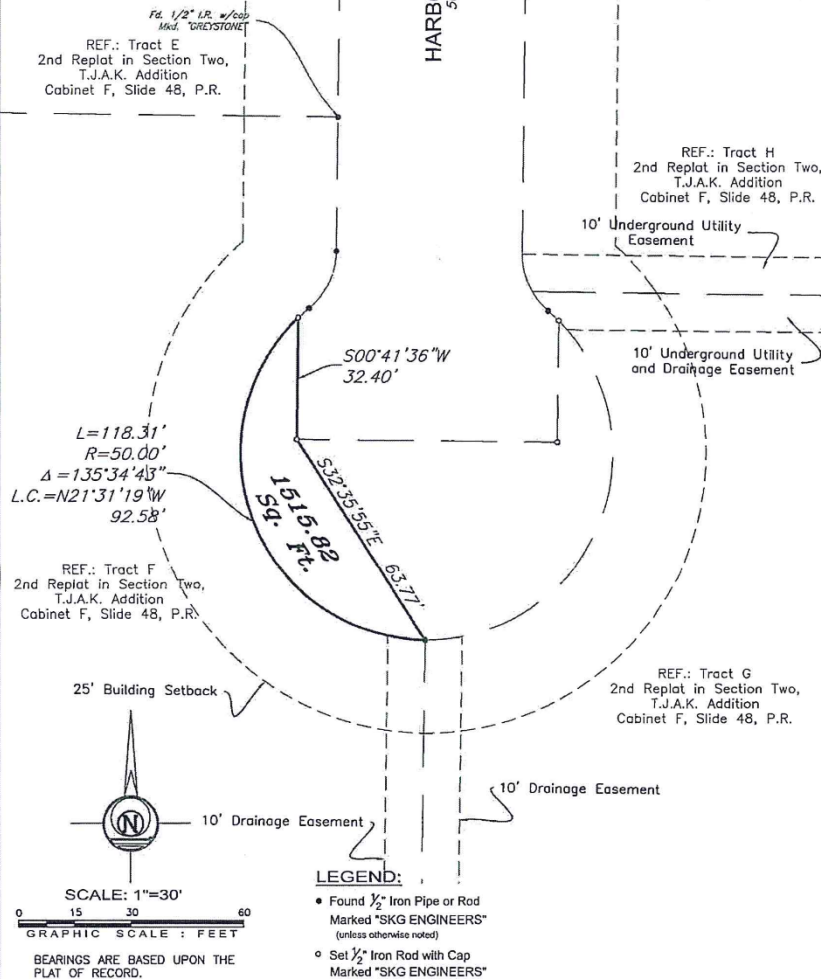


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THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL.

Exhibit "A"
Page 4 of 4

Tract 2



PLAT SHOWING A SURVEY OF 1515.82 SQUARE FEET OUT-
OF HARBOR COURT RIGHT-OF-WAY, 2ND REPLAT IN
SECTION TWO, T.J.A.K. ADDITION, CITY OF SAN ANGELO, TOM
GREEN COUNTY, TEXAS.

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

Surveyed on the ground July 5, 2018.

Russell T. Gully
RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636



SKG ENGINEERING, LLC FIRM NO.: 10102400 - 706 S. ABE STREET, SAN ANGELO, TEXAS 76903

18-E-0794

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Coordinator, Budget, 325-657-6291

Meeting Date: August 7, 2018

Item type: Consent Item

Caption:

Second reading of an ordinance amending the budget for the fiscal year October 1, 2017 through September 30, 2018 for capital projects, grants, reimbursements, and donations (Dierschke)

Summary/History:

This proposed amendment contains the following items (additional information attached):

Development services training and site plan review fees
Engineering computer equipment and cell nodes revenue
River Bank Stabilization Project
Indigent Cremation reimbursement
Airport roof repair
Aetna wellness incentive
Coliseum LED lighting reimbursement
Fort Concho capital needs
Service line water royalties
Homebuyer funds reimbursement
Passenger Facility Charge local grant match
Airport Master Plan grant
Airport Rehabilitation grant
Citizen contribution for spay/neuter assistance
Industrial Park improvements grant

Financial Impact:

\$3,988,216 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|--------------------------|------------------------------|
| 1. | ALL+BA+Memos+7-17-18 (1) | ALL+BA+Memos+7-17-18 (1).pdf |
| 2. | Ordinance 7-17-18 | Ordinance 7-17-18.docx |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Approved
Final Approval

Memo

To: Tina Dierschke, Finance Director
From: Jon James, Director, Planning & Development Services
Date: 07/17/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for new site plan review fees that were adopted during the fee review process and additional training for software.



Source of Funding:

Site plan review fees

Funding previously approved? If so, by City Manager or City Council and when?

Fees were approved on March 20, 2018.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
General Fund: Development Svcs			0
Revenue	0	3,000	3,000
Expense	3,000	3,000	6,000
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Russell Pehl, City Engineer

Date: 07/17/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To budget for revenue from cell towers and corresponding expense to purchase computer equipment.

Source of Funding:

Mobilitie cell towers

Funding previously approved? If so, by City Manager or City Council and when?

N/A

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
General Fund - Engineering			0
Revenue	4,500	3,000	7,500
Expense	4,500	3,000	7,500
			0
			0
			0

Additional Comments:

We would like the revenue from the permit fees and annual rental of the small cell towers to use to purchase needed office equipment (computers etc).

Memo

To: Tina Dierschke, Finance Director
From: Carl White, Director of Parks and Recreation
Date: July, 17 2018
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Provide matching funds for a TCEQ grant to continue bank stabilization work as directed by City Council

Source of Funding:

Storm Water fund balance, Sales Tax Surplus, TCEQ Grant

Funding previously approved? If so, by City Manager or City Council and when?

Consensus of City Council at the May 15, 2018 meeting

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Stormwater Fund:			
Transfer out Expense	0	125,000	125,000
General Fund:			
Transfer in Revenue	0	125,000	125,000
Sales Tax Revenue	17,000,000	125,000	17,125,000
Bank Stabilization Expense	0	250,000	250,000

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Bob Salas, Director, Neighborhood & Family Services
Date: 07/17/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Reflect reimbursement received for Indigent Cremation Program.

Source of Funding:

Reimbursement of funds.

Funding previously approved? If so, by City Manager or City Council and when?

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Social Services			0
Revenue:			0
Social Services	96,170	900	97,070
Expense:			0
Indigent Care	22,764	900	23,664
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Mitch Sprunger, Interim Airport Director

Date: 07/17/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for roof repairs on the Customs Building at the Airport and for legal expenses related to the Templeton project.

Source of Funding:

General Capital Projects fund balance

Funding previously approved? If so, by City Manager or City Council and when?

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
General Capital Projects:			0
Transfer out	0	60,829	60,829
			0
Airport Fund: Revenue	0	60,829	60,829
Roof Repairs Expenses	0	44,295	44,295
Legal Expenses	0	16,534	16,534

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Lisa Marley, Director of Human Resources
Date: 07/17/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase budget for Aetna Health Insurance Wellness Incentive

Source of Funding:

Aetna Health Insurance

Funding previously approved? If so, by City Manager or City Council and when?

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue:			0
Reimbursed Expenses	310,000	10,000	320,000
Expense:			0
Special Services	96,000	10,000	106,000
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Don Maynard, Budget & Finance Analyst

Date: 07/17/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Deposit \$7,000 from San Angelo Stock Show & Rodeo Association for partial payment of Coliseum area LED lights into Capital account.

Source of Funding:

San Angelo Stock Show & Rodeo Association.

Funding previously approved? If so, by City Manager or City Council and when?

City Council approved on March 6, 2018 for LED lighting at the Coliseum.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue:			0
Reimbursed Expenses	17,000	7,000	24,000
Expense:			0
Improvements Not Bldg.	471,944	7,000	478,944
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Robert F. Bluthardt, Site Manager/ Fort Concho
Date: 07/17/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To fund deferred building maintenance issues such as column and fascia board replacement and fire protection replacement at Fort Concho.

Source of Funding:

State Office Capital.

Funding previously approved? If so, by City Manager or City Council and when?

Concept discussed and approved by City Manager on June 21, 2018.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
State Office:			0
Capital	322,576	-70,000	252,576
Transfer out	0	70,000	70,000
Fort Concho:			0
Revenue	0	70,000	70,000
Capital expense	0	70,000	70,000

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Mauri Rodriguez, Sr. Program Coordinator

Date: 07/17/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase revenue & expenditures by amount of Service Line Water Royalties.

Source of Funding:

Service Line Water Royalties.

Funding previously approved? If so, by City Manager or City Council and when?

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Community Development			0
Revenue:			0
Royalties	0	15,656	15,656
Expense:			0
Special Project "A"	0	15,656	15,656
			0

Additional Comments:

Warranty program royalties to be used for emergency repairs.

Memo

To: Tina Dierschke, Finance Director
From: Mauri Rodriguez, Sr. Program Coordinator
Date: 07/17/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase Home Buyer Program budget to account for repaid funds from a buyer who sold their home prior to the five year affordability period.

Source of Funding:

Revenue was received as program income from external participants.

Funding previously approved? If so, by City Manager or City Council and when?

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
HOME Fund - Current year			0
Revenue	0	11,002	11,002
Expense	114,882	11,002	125,884
			0
			0
			0

Additional Comments:

Memo

To: Budget Staff
From: Mitch Sprunger, Interim Airport Director
Date: 07/17/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the matching PFC contribution for the new grants at the Airport.

Source of Funding:

The grants under the Federal Aviation Administration's Airport Improvement Program require a 10% match from the City generated from the airport's

Passenger Facility Charges.

Funding previously approved? If so, by City Manager or City Council and when?

Grant will be accepted by council on the August 7, 2018 meeting.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Expense			0
Airport Master Plan	0	82,500	82,500
Rehabilitation	0	109,500	109,500
			0
			0
			0

Additional Comments:

Memo

To: Budget Staff
From: Mitch Sprunger, Interim Airport Director
Date: 07/17/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the new grant to update the Airport Master plan.

Source of Funding:

This grant is under the Federal Aviation Administration's Airport Improvement Program, which covers 90% through federal funds. The remaining 10% match from the city is generated from the airport's Passenger Facility Charges.

Funding previously approved? If so, by City Manager or City Council and when?

Grant will be accepted by council on the August 7, 2018 meeting.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
FAA Grant Income	0	742,500	742,500
PFC Match	0	82,500	82,500
Expense			0
Airport Master Plan	0	825,000	825,000
			0

Additional Comments:

Memo

To: Budget Staff
From: Mitch Sprunger, Interim Airport Director
Date: 07/17/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget the new grants for commercial apron rehabilitation and runway 18-36 rehabilitation.

Source of Funding:

This grant is under the Federal Aviation Administration's Airport Improvement Program, which covers 90% through federal funds. The remaining 10% match from the city is generated from the airport's Passenger Facility Charges.

Funding previously approved? If so, by City Manager or City Council and when?

Grant will be accepted by council on the August 7, 2018 meeting.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
FAA Grant Income	0	985,500	985,500
PFC Match	0	109,500	109,500
Expense			0
Rehabilitation Expenses	0	1,095,000	1,095,000
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Morgan Chegwidde, Assistant Director of Neighborhood 
Date: 07/17/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To capture donated funds designated for spay/neuter assistance for future programming.

Source of Funding:

Citizen contributions.

Funding previously approved? If so, by City Manager or City Council and when?

No.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue:			0
Donations	0	9,000	9,000
Expense:			0
General Supplies	12,703	9,000	21,703
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Nora Nevarez, Executive Office Coordinator

Date: 07/17/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for new grant funds not to exceed \$1.25 million for infrastructure improvements at the Industrial Park.

Source of Funding:

Economic Development Administration (EDA) Grant

Funding previously approved? If so, by City Manager or City Council and when?

Council approved on January 9, 2018.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Development Corporation Grant			0
Revenue	0	1,250,000	1,250,000
Expense	0	1,250,000	1,250,000
			0
			0
			0

Additional Comments:

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2017, AND ENDING SEPTEMBER 30, 2018, CAPITAL
PROJECTS, GRANTS, REIMBURSEMENTS, AND DONATIONS.**

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2017-2018 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 17th day of July, 2018, and APPROVED and ADOPTED on this the 7st day of August.

ATTEST:

CITY OF SAN ANGELO, TEXAS

Bryan Kendrick, City Clerk

Brenda Gunter, Mayor

Approved as to Content and Form:

Tina Dierschke, Finance Director

**City of San Angelo
Proposed Budget Amendment
Exhibit A**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General Fund	\$256,000.00	\$256,000.00	\$-
Intergovernmental Fund	\$900.00	\$900.00	\$-
State Office Building Fund	\$-	\$-	\$-
Airport Fund	\$60,829.00	\$60,829.00	\$-
Stormwater Fund	\$-	\$125,000.00	\$(125,000.00)
Health Insurance Fund	\$10,000.00	\$10,000.00	\$-
Civic Events Fund	\$7,000.00	\$7,000.00	\$-
Fort Concho Fund	\$70,000.00	\$70,000.00	\$-
Community Development Block Grant Fund - Current year	\$15,656.00	\$15,656.00	\$-
HOME Fund - Current year	\$11,002.00	\$11,002.00	\$-
General Capital Project Fund	\$-	\$60,829.00	\$(60,829.00)
Airport Passenger Facility Fee Fund	\$-	\$192,000.00	\$(192,000.00)
Airport FAA Project Fund	\$1,920,000.00	\$1,920,000.00	\$-
Citizen Donation Fund	\$9,000.00	\$9,000.00	\$-
Development Corporation	\$1,250,000.00	\$1,250,000.00	\$-
	\$3,610,387	\$3,988,216	\$(377,829)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Training	Site plan review fees	\$3,000	\$3,000	\$-
Computer Equipment	Cell tower node	\$3,000	\$3,000	\$-
River Bank Stabilization Project	Stormwater fund balance/ Sales tax revenue	\$250,000	\$375,000	\$(125,000)
Indigent Cremation	Reimbursement	\$900	\$900	\$-
Airport Roof Repair	General Capital Projects fund balance	\$60,829	\$121,658	\$(60,829)
Wellness Incentive	Aetna	\$10,000	\$10,000	\$-
Coliseum LED lighting	Reimbursement from Rodeo Association	\$7,000	\$7,000	\$-
Fort Concho Capital Needs	State Office Capital	\$70,000	\$70,000	\$-
Repairs	Water Royalties	\$15,656	\$15,656	\$-
Home Buyer Funds	Reimbursement	\$11,002	\$11,002	\$-
Local match	Passenger Facility Fee Fund	\$-	\$192,000	\$(192,000)
Airport Master Plan	FAA Grant/PFC	\$825,000	\$825,000	\$-
Airport Rehabilitation	FAA Grant/PFC	\$1,095,000	\$1,095,000	\$-
Spay/neuter assistance	Citizen Contribution	\$9,000	\$9,000	\$-
Industrial Park Improvements	Economic Development Administration Grant	\$1,250,000	\$1,250,000	\$-
		\$3,610,387	\$3,988,216	\$(377,829)



City Council

August 7, 2018





Biannual
January – June 2018



Revitalization / downtown development

Old Firehouse Bed & Brew at
Twohig & Magdalen

Façade w/ firehouse doors
1st floor: Brew – coffee / beer /
wine gathering area
2nd floor: Bed & Breakfast (4-
room area)
Quasi-museum with firehouse
artifacts



Revitalization/downtown development



N. Chadbourne St.
Abstract art & lounge
2 fitness centers
Bakery
Art gallery
Personal residence



New business & relocations

New business

- **Brix Winery**, boutique winery, 113 E. Concho Ave.
- **Concho Arts & Crafts**, crafts & classes, 209 S. Concho Ave.
- **GYM 28**, fitness center, 18 N. Chadburne St.
- **Knosh**, restaurant & lounge, 208 S. Oakes St.
- **LaBella Massage & Skincare**, 322 W. Twohig Ave.
- **Rustic Field to Table**, specialty BBQ & catering, 229 N. Chadbourne St.
- **Slangin Dough Bakery**, 16 E. 3rd St.



New business & relocations

Relocated

- **ARock**, salon and women's spa, 28 W. Concho Ave.
- **BackBeat Music**, musical instruments & more, 130 S. Oakes St.
- **Cactus Book Shop**, fine books, 4 E. Concho Ave.



Reinvestment - private sector

Private sector reinvestment	Cumulative 2007 to 3/31/2018
number of rehab projects	231
total expenditures, rehab	\$41,381,070
number of new buildings	63
total expenditures, new construction	\$89,349,621
Private-sector buildings &/or property sold	
number of buildings/property bought/sold	120
total expenditures bought/sold	\$20,824,456
Total private sector reinvestment	\$151,555,147



Reinvestment - public sector

Public/private joint ventures	\$1,331,000
PUBLIC PROJECTS	Cumulative 2007 to 3/31/2018
total number of projects	49
City total expenditures	\$22,097,635
County total expenditures	\$16,350,000
State total expenditures	\$552,000
Federal total expenditures	
Other total expenditures	\$9,056,550
Total number public projects	49
Total public expenditures	\$48,056,685
REINVESTMENT GRAND TOTAL	\$200,942,832



Sales tax

Main Street & CBD sales tax report April - June 2018

Date	Location	Taxes collected
April	Main Street	\$98,795.13
May	Main Street	\$114,406.10
June	Main Street	\$85,117.77
Total		\$298,319.00
April	Central Business District	\$20,027.68
May	Central Business District	\$24,486.36
June	Central Business District	\$20,416.73
Total		\$64,930.77
Cumulative		\$363,249.77



Outreach



Presentation
Rotary Club



Check presented to
LVHS
mariachi program



Historic
Preservation Month
proclamation



Outreach



Ribbon cutting
Red Lion Inn



Del Velasquez –
keynote speaker
naturalization
ceremony



DSA staff
SACVB tourism



A f“ewe” new “ewes”



1st Financial
Bank



Lincoln
Middle
School



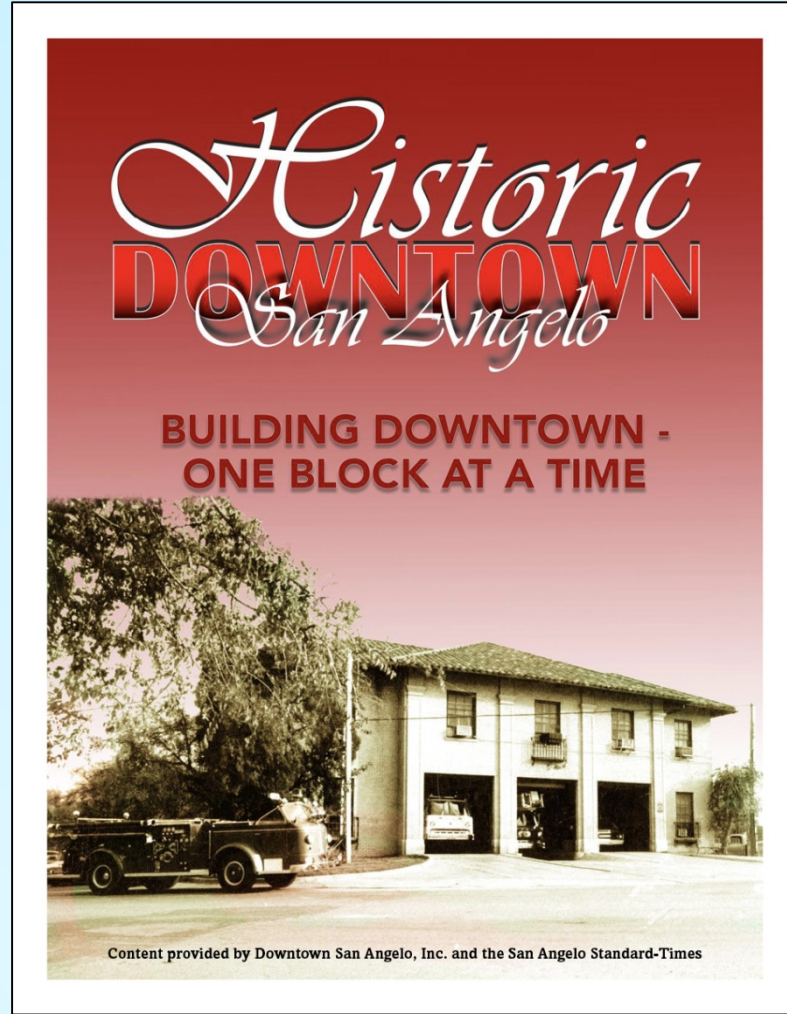
SA Lions
Club



TxDOT



Marketing and promotions



New Historic Downtown
San Angelo magazine
spring-summer 2018



Promotions



APRIL 14TH 2018 • 2PM - 7 PM

Bart DeWitt Park

Music Schedule

Time:	Location	Performer
1:00 - 2:00	VIP Tent	Patrick Venne & David Segoviano
2:00 - 2:45	Main Stage	Mob Justice
2:45 - 3:00	VIP Tent	Charles Reyes
3:00 - 3:45	Main Stage	Heavy Richards
3:45 - 4:00	VIP Tent	Charles Reyes
4:00 - 5:00	Main Stage	Just Thursday
5:00 - 5:15	VIP Tent	Charles Reyes
5:15 - 6:30	Main Stage	Drawing A Blank

Craft beer experience 3rd Thursday Downtown Stroll

DOWNTOWN STROLL

3rd Thursday
January 18, 2018
5-9 pm
A FREE TROLLEY will take you to stops along the DT Stroll 5-9 pm

Celebrating 2018

A. Cake Creations by Edwina 506 S. Chadbourne 325.600.0288 **FEATURED**
Come by and try the latest homemade soup which will soon be offered daily along with tasty sandwiches! Also available - Premium Hot Chocolate and checkout the 3-C's: Cakes, Cookies, Cupcakes! Don't forget to place your name in the drawing and win a special prize!

B. Backbeat Music 102 N. Chadbourne 325.703.1850 www.backbeatmusiccompany.com
San Angelo's most unique music experience. Relax and listen to local fledgling bands and some of the most popular bands in San Angelo. Shop for well-cared for - used instruments and music gear, gift items created by local artisans, or visit with our Luthier/Guitar Tech about your instrument. Tour our unique venue spaces available for rent and get a look at the menu for The Playlist Cafe, located inside Backbeat.

C. Fuentes Cafe Downtown 101 S. Chadbourne 325.668.6474 www.fuentescafedowntown.com
In business since 1984, Fuentes Cafe is a family tradition providing the finest Mexican and American food. Many West Texas and Fuentes family favorites are served daily.

D. Real Ruid Studio 78 N. Chadbourne 325.665.0832 www.realaridstudio.com
Featuring West Texas and landscapes, paintings, sculptures and more. Arts by Rebecca Johns. Real Ruid Studio will be honoring the late Marion R. Gibbs who made many essays for San Angelo artists.

E. San Angelo Art Club (Kendall Art Gallery) 119 W. 1st Street
Featuring The Artist of the Year Show. Club members have their work displayed at area banks. Winning art work are placed in the competition for Artist of the Year and will be exhibited through January 20th. Come by and select your favorite.

F. San Angelo Museum of Fine Arts 119 W. 1st Street 325.663.3333 www.sanangelomuseum.com
Two special exhibits, free admission and refreshments
1. "Ghosts and Memories"
2. "Once Was Here: Ghosts and Memories"

G. Gallery Verde 417 S. Oakes Street 325.653.3333 www.galleryverde.com
The Pacific City series: A Project About Consumption and Loss by Oniside Amy Gerhauser (Open 5:00pm)

H. Stango's 221 S. Chadbourne 325.659.8999 www.stangoscoffee.com
Visit this high quality vintage cafe serving the finest coffee and ice cream in West Texas. Additional fun for the whole family with a vintage jukebox, arcade and pinball machines - and Stango's now offers New York style hand tossed pizza!

the Art of April

DOWNTOWN STROLL

April 19, 2018
5:00 - 9:00pm
Free Trolley from 6-9pm

A. The Latest Song (Featured Venue)
37 A. West Concho Ave. 325.277.6099
"Remember the Cream from our family to yours!" Drop by and get your name in the drawing for a stainless steel cooler cup (\$3.00 off of refill when you visit) and a \$20 gift card. Ask about our flavor of the week. Free samples provided to help you select your favorite flavor.

B. Cake Creations by Edwina
506 S. Chadbourne 325.600.0288
Come by and try the latest homemade soup which will soon be offered daily along with tasty sandwiches! Also available - Premium Hot Chocolate and checkout the 3-C's: Cakes, Cookies, Cupcakes! Don't forget to place your name in the drawing and win a special prize!

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DOWNTOWN STROLL

CELEBRATING HISTORY

MAY 17, 2018 5-9PM
FREE TROLLEY 6-9PM

A. Backbeat Music 102 N. Chadbourne 325.703.1850 **FEATURED VENUE**
www.backbeatmusiccompany.com
San Angelo's most unique music experience. Relax and listen to local fledgling bands and some of the most popular bands in San Angelo. Shop for well-cared for - used instruments and music gear, gift items created by local artisans, or visit with our Luthier/Guitar Tech about your instrument. Tour our unique venue spaces available for rent and get a look at the menu for The Playlist Cafe, located inside Backbeat.

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D. San Angelo Art Club 119 W. 1st Street
Featuring "Driven to Abstraction" art show. Open to all area artists, including all mediums done in an abstract style. Don't miss it!

E. San Angelo Museum of Fine Arts 119 W. 1st Street
Don't miss the very special Current Exhibit: "The 22nd San Angelo National Ceramic Competition"

F. San Angelo Art Club 119 W. 1st Street
Featuring "Driven to Abstraction" art show. Open to all area artists, including all mediums done in an abstract style. Don't miss it!

G. Stango's 221 S. Chadbourne 325.659.8999
Visit this high quality vintage cafe serving the finest coffee and ice cream in West Texas. Additional fun for the whole family with a vintage jukebox, arcade and pinball machines - and Stango's now offers New York style hand tossed pizza!

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Downtown Stroll

MARCH 15, 2018

3rd Thursday Downtown Stroll
A FREE trolley will take you to stops along the Stroll 5-9pm

MARCH MAGIC

A. Casa Decor 30 W. Concho Avenue
Join us for a night of diverse artwork & locally featured venue. As evening on the patio featuring an array of rustic and custom furniture, Talavera ceramics, clay pots, canvas prints, metal artwork and durable Decora and Hacienda outdoor furniture. Live music will be provided by Justin Cartwright. www.casadecor.com

B. Backbeat Music 102 N. Chadbourne
San Angelo's most unique music experience. Relax and listen to local fledgling bands and some of the most popular bands in San Angelo. Shop for well-cared for - used instruments and music gear, gift items created by local artisans, or visit with our Luthier/Guitar Tech about your instrument. Tour our unique venue spaces available for rent. www.backbeatmusiccompany.com

C. Fuentes Cafe Downtown 101 S. Chadbourne 325.668.6474
In business since 1984, Fuentes Cafe is a family tradition providing the finest Mexican and American food. Many West Texas and Fuentes family favorites are served daily.

D. Real Ruid Studio 78 N. Chadbourne 325.665.0832
Featuring West Texas and landscapes, paintings, sculptures and more. Arts by Rebecca Johns. Real Ruid Studio will be honoring the late Marion R. Gibbs who made many essays for San Angelo artists.

E. San Angelo Art Club 119 W. 1st Street
Featuring The Artist of the Year Show. Club members have their work displayed at area banks. Winning art work are placed in the competition for Artist of the Year and will be exhibited through January 20th. Come by and select your favorite.

F. San Angelo Museum of Fine Arts 119 W. 1st Street 325.663.3333
Two special exhibits, free admission and refreshments
1. "Ghosts and Memories"
2. "Once Was Here: Ghosts and Memories"

G. Gallery Verde 417 S. Oakes Street 325.653.3333
The Pacific City series: A Project About Consumption and Loss by Oniside Amy Gerhauser (Open 5:00pm)

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Downtown STROLL

June 21, 2018

3rd Thursday DT Stroll
A FREE trolley will take you to stops along the DT Stroll 5-9pm

"HOT TOWN SUMMER IN THE CITY"

A. Casa Decor 30 W. Concho Avenue
Join us for a night of diverse artwork & locally featured venue. As evening on the patio featuring an array of rustic and custom furniture, Talavera ceramics, clay pots, canvas prints, metal artwork and durable Decora and Hacienda outdoor furniture. Live music will be provided by Justin Cartwright. www.casadecor.com

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Upcoming promotions



100% PAYOUT

Downtown San Angelo, Inc. Presents
BREWS EWES & BBQ

SANCTIONED BY: INTERNATIONAL BARBECUE COOKERS ASSOCIATION

BAR-B-QUE COOK-OFF

OCTOBER 5-6, 2018 • EL PASEO DE SANTA ANGELO • 20 E. AVENUE D

TEAM ENTRY FEE \$200 SIGN UP TODAY

Teams will provide Cook-Off items: Brisket • Ribs • Chicken

CATEGORIES
BRISKET • RIBS • CHICKEN

Team Application & Sponsorship Form can be filled out on the reverse side of this flyer, or register online at http://downtownsanangelo.com/brews_ewes_bbq/

5 PLACES WITH AWARDS IN ALL THREE CATEGORIES
GRAND & RESERVE CHAMPION WILL RECEIVE AWARDS

100% PAYOUT

DSA LAMB CHALLENGE
*Lamb is part of the entry fee but does not count toward Grand Champion or Reserve Champion

*Electricity will be available for a \$20 Fee

OCT 5-6



9/15 - Run w/ the Heroes
10/5-6 - Brews, Ewes & BBQ
10/13 - ASU homecoming parade





City Council

August 7, 2018



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Mitch Sprunger, Interim Airport Director, Airport, 325-659-6409

Meeting Date: August 7, 2018

Item type: Regular Item

Caption:

Consider the following resolutions:

1. Awarding RFQ AP-01-18 Professional Services- Airport Planning Services to Centurion Planning & Design, LLC in the amount of \$826,334 for Task Order 1, budgeted for purchase FY2018, and authorizing the City Manager to execute any related documents
2. Ratifying the Grant Application made to the Federal Aviation Administration for an updated Airport Master Plan and Layout Plan; accepting the maximum grant award up to \$743,700; and authorizing the City Manager to execute any related documents - (Presentation made by Interim Airport Director Mitch Sprunger)

Summary/History:

Staff submitted RFQ AP-01-18 Professional Services- Airport Planning Services, in May 2018. An advertisement was published May 8, information regarding the RFQ was discussed at a pre-bid meeting on May 18. Six firms attended the pre-bid meeting, and three proposals were received. Of the three firms, Centurion Planning and Design, LLC. was ranked with the highest total score. The selection process met the standards and guidelines of the Federal Aviation Administration (FAA) Advisory Circular 150/5100-14 - Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

The first task order (task order 1) associated with this project will be for an Airport Master Plan update. The Master Plan update will provide new forecasts of aviation demand; identify improvements required to accommodate future demand; provide land use recommendations required to protect the airport and its environs; a financial plan, including a current Airport Capital Improvement Program; an AGIS Survey; and a revised Airport Layout Plan Drawing set. Task order 1 will be funded by FAA Grant No. 3-48-0191-038-2018.

The FAA requests that the grant be accepted, attorney certified, and executed prior to August 17, 2018.

Financial Impact:

The FAA has offered Grant 3-48-0191-038-2018 to fund the Airport Master Plan (task order 1). Grant 3-48-0191-038-2018 generates federal funds (\$743,700.00) that are augmented by Passenger Facility Charges (\$82,634.00) for a total of \$826,334.00 for the City of San Angelo. No General Fund monies will be used on this task order.

Other Information/Recommendation:

Attachments:

- | | |
|-------------------------------------|---------------------------------------|
| 1. Centurion Award Resolution | Centurion Award Resolution.docx |
| 2. Master Plan FAA Grant Resolution | Master Plan FAA Grant Resolution.docx |
| 3. Master Plan Justification | Master Plan Justification.docx |

4. Ranking Sheet

Ranking Sheet.pdf

Presentation:

Mitch Sprunger

Approvals/Reviews:

Mitch Sprunger

Theresa James

Anthony Wilson

Candice Blake

Tina Dierschke

Theresa James

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL APPROVING THE SELECTION OF CENTURION PLANNING & DESIGN, LLC PURSUANT TO RFQ AP-01-18 PROFESSIONAL SERVICES-AIRPORT PLANNING SERVICES; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES CONTRACT THEREFORE, AND RELATED LEGAL DOCUMENTS, IN AN AMOUNT NOT TO EXCEED \$826,334.

WHEREAS, the City of San Angelo owns and operates the San Angelo Regional Airport—Mathis Field, and requires professional consult services relating to updating the Airport Master Plan, airport layout, and ancillary airport planning and economic development consulting services; and,

WHEREAS, the City of San Angelo issued a Request for Qualifications, RFQ AP-01-18 “Professional Services—Airport Planning Services”, for professional consultant services relating to airport planning; and,

WHEREAS, the FAA has proposed an AIP 2018 Grant No. 3-48-0191-038-2018, in the maximum sum of up to SEVEN HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$743,700.) for payment of ninety percent of allowable costs (\$826,334.00) for that part of professional consulting services needed relating to a project to update the Airport Master Plan and the Airport Layout Plan; and,

WHEREAS, consulting services not allowable under the FAA AIP 218 Grant, but ancillary thereto and relating to planning and economic development of additional areas of the San Angelo Regional Airport are anticipated;

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

The City Council hereby approves the selection of CENTURION PLANNING & DESIGN, LLC for provision of professional consulting services relating to updating the Airport Master Plan, airport layout, and ancillary airport planning and economic development consulting services. The City Manager or his designee is hereby authorized to negotiate and execute a professional services agreement and related legal documents for such consulting services as may be required and allowable under the FAA AIP 2018 Grant No. 3-48-0191-038-2018, in a total sum not to exceed EIGHT HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED THIRTY-FOR AND NO/100 DOLLARS (\$826,334.00), plus such anticipated ancillary airport planning and economic development consulting services as may be designated by future task order(s) under such agreement and approved by City Council.

PASSED and APPROVED THIS 7th DAY OF August, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Thomas (Mitch) Sprunger, Interim Airport Director

Theresa James, City Attorney

DRAFT

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL RATIFYING THE GRANT APPLICATION MADE TO THE FEDERAL AVIATION ADMINISTRATION, AIRPORT IMPROVEMENT PROGRAM (AIP), FOR UPDATED AIRPORT MASTER PLAN STUDY AND AIRPORT LAYOUT PLAN, PROJECT NO. 3-48-0191-038-2018; ACCEPTING THE MAXIMUM GRANT AWARD OF UP TO \$743,700; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND RELATED LEGAL DOCUMENTS.

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

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

WHEREAS, the City has demonstrated to the Federal Aviation Administration (FAA) a need for a planning project to update the Airport Master Plan and the Airport Layout Plan; and,

WHEREAS, the FAA has proposed an AIP 2018 Grant No. 3-48-0191-038-2018, in the maximum sum of up to SEVEN HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$743,700.) for payment of ninety percent of allowable costs for a planning project to update the Airport Master Plan and the Airport Layout Plan;

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

The FAA, AIP Grant application for grant number 3-48-0191-038-2018 is ratified and the award for a maximum sum of up to SEVEN HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$743,700.) for payment of ninety percent of allowable costs for a planning project to update the Airport Master Plan and the Airport Layout Plan is hereby accepted. The City Manager or his designee is hereby authorized and directed to execute FAA, AIP 2018 Grant No. 3-48-0191-038-2018, and all related documents.

PASSED and APPROVED THIS 7th DAY OF August, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Thomas (Mitch) Sprunger, Interim Airport Director

Theresa James, City Attorney

MEMORANDUM

DATE: July 20, 2018

TO: Candice Blake

Purchasing Manager

FROM: Mitch Sprunger, A.A.E.

Interim Airport Director



SUBJECT: Request for Qualifications (RFQ) AP-01-18 – Professional Services – Airport Planning Services

After Reviewing the three proposals submitted for an Airport Planning Services contract for various planning assignments over the next five (5) years, the three-person committee (consisting of myself, Michael Dane – Assistant City Manager, and Robert Schneeman – Business Retention Expansion Coordinator) scored the proposals as indicated below:

1. Centurion Planning and Design, LLC – 293 Points. Centurion Planning and Design, LLC provided a thorough proposal which included many references and examples of quality experience in providing planning services for various airports. Having worked with the key staff members of Centurion previously, the proposal received by this company reflects an extremely high knowledge of airport planning, particularly for airport master planning. Their proposal showed an extensive background of similar projects and included key personnel members that may be vital in future airport planning efforts. The committee recommends awarding the Airport Planning Services contract to Centurion Planning and Design, LLC.
2. KSA Engineers, Inc. – 286 Points. KSA Engineers, Inc. provided a thorough proposal which included many references and examples of quality experience in providing planning services for various airports. KSA Engineers, Inc. displayed a high knowledge of airport planning in their proposal. However, some key highly qualified personnel on their planning team recently left the company, which was reflected in their score. Their proposal showed a background of similar projects and included personnel members that could be used in future airport planning efforts. Based on the rankings, the committee recommended that KSA Engineers, Inc. be the back-up choice for the contract offer.
3. H.W. Lochner, Inc. – 279 Points. H.W. Lochner, Inc. provided a quality proposal which included many references and examples of experience in providing planning services for airports. H.W. Lochner gave a proposal with experienced staff, however, there were points deducted for not having as much of a familiarity with San Angelo Regional Airport. Additionally, the Statement of Qualifications of the other two firms was a higher quality than H.W. Lochner, Inc. Due to these things, H.W. Lochner, Inc. was ranked third by the panel.

In summary, as a result of the rankings, the committee recommends the award of the contract to Centurion Planning and Design, LLC. If an agreement cannot be approved with Centurion Planning and Design, LLC, we will move forward with negotiating with the next highest ranked bidder.



CITY OF SAN ANGELO

RFQ Acknowledgment * AP-01-18/ Professional Services - Airport Planning Services

May 30, 2018 at 2:00pm

	Proposals Received	City	State
1	KSA	San Angelo	TX
2	LOCHNER	Dallas	TX
3	Centurion Planning Design, LLC	San Angelo	TX

	Mailed to:	City	State
1	Coffman Associates	Lees Summit	MO
2	KSA	Sugar Land	TX
3	Kutchins and Groh	Mansfield	TX
4	LOCHNER	Dallas	TX
5	RS&H	Dallas	TX
6	Garver	San Antonio	TX
7	Mead & Hunt	Middletown	WI
8	PSC	Lubbock	TX

Attended Mandatory Pre-bid:

KSA
PSC
LOCHNER
Michael T. McNerney, LLC
Integrated Environmental Solutions
Centurion Planning Design, LLC

NOTE: Include this form with your Agenda Memo

Ranking Worksheet

RFQ Acknowledgment * AP-01-18/ Professional Services - Airport Planning Services

Committee Member: Committee Member 1				
Category	Max Pts	Lochner	KSA	Centurion
Project Approach/Project Management Plan	30	28	29	29
Key Project Personnel	40	38	38	40
Team Qualifications and Experience	25	25	25	25
Firm Location	5	2	4	5
Total Score	100	93	96	99

Committee Member: Member 2				
Category	Points	Lochner	KSA	Centurion
Project Approach/Project Management Plan	30	29	29	29
Key Project Personnel	40	37	38	39
Team Qualifications and Experience	25	23	23	24
Firm Location	5	3	5	5
Total Score	100	92	95	97

Committee Member: Member 3				
Category	Points	Lochner	KSA	Centurion
Project Approach/Project Management Plan	30	28	29	30
Key Project Personnel	40	40	39	40
Team Qualifications and Experience	25	25	23	23
Firm Location	5	1	4	4
Total Score	100	94	95	97

Committee Member Summary				
Category	Total Points	Lochner	KSA	Centurion
Project Approach/Project Management Plan	90	85.00	87.00	88.00
Key Project Personnel	120	115.00	115.00	119.00
Team Qualifications and Experience	75	73.00	71.00	72.00
Firm Location	15	6.00	13.00	14.00
Total Score	300	279.00	286.00	293.00
Ranking		3	2	1

Attach a Written Justification for each company's ranking and forward to Purchasing

NOTE: Attached the Committee Member Summary and the Written Justification to your Agenda Background Memo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 7, 2018

Item type: Regular Item

Caption:

Public hearing and first reading of an ordinance to change "Harbor Court" to "Ener Tel Way" over the complete 325-foot length of the street's right-of-way, beginning at West Avenue N and continuing south to the cul-de-sac terminus - (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

A request for approval of a Street Name Change for Harbor Court to "Ener Tel Way." The request is to rename a 325-foot length of this street's right-of-way beginning at West Avenue N continuing south to the cul-de-sac terminus in central San Angelo.

Financial Impact:

N/A (The applicant is responsible for associated costs for changing street signs, etc.)

Other Information/Recommendation:

The Planning Commission heard this request on July 16, 2018, and unanimously recommended APPROVAL.

Attachments:

- | | |
|--------------------|--|
| 1. Staff Report | CC Street ReName Harbor Court Report.pdf |
| 2. Draft Ordinance | Draft Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

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

CITY COUNCIL – AUGUST 7 & 21, 2018
STAFF REPORT



APPLICATION TYPE:		CASES:	
Street Name Change		Harbor Court	
SYNOPSIS:			
A request for approval of a Street Name Change for Harbor Court to “Ener Tel Way.” The request is to rename a 325-foot length of this street's right-of-way beginning at West Avenue N continuing south to the cul-de-sac terminus in central San Angelo.			
LOCATION:		LEGAL DESCRIPTION:	
Harbor Court located within 2nd Replat in Section 2, T.J.A.K. Addition, Tom Green County, Texas		Being a 325-foot length of this street's right-of-way beginning at West Avenue N continuing south to the cul-de-sac terminus, located in 2nd Replat in Section 2, T.J.A.K. Addition, Tom Green County, Texas	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #3 – Harry Thomas Rio Vista Neighborhood	Light Manufacturing (ML)	Commercial	325 Linear Feet
THOROUGHFARE PLAN:			
<u>Harbor Court</u> – Local Road – ROW 50’ Required (50’ Provided) – Pavement Width 36’ with a 4’ sidewalk or 40’ Required (40’ Provided)			
NOTIFICATIONS:			
Four notifications were mailed to properties directly adjacent to the street segment on July 3, 2018. One response has been received in support and zero in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the street name change to “Ener Tel Way,” subject to two (2) Conditions of Approval.			
PETITIONERS:			
Scott Wisniewski Shamrock Capital Corporation LLC			
STAFF CONTACT:			
Hillary Bueker, RLA Senior Planner (325) 657-4210, Extension 1547 hillary.bueker@cosatx.us			

Street Name Change: Harbor Court is located in the Central San Angelo. When the subdivision was created, more commercial development was anticipated to front onto Harbor Court. Since the City has purchased a large piece of the property adjacent to the street right-of-way for a drainage project, the right-of-way mainly services as an entrance to the future expansion of Ener-Tel Services. The other two businesses that are adjacent to the street right-of-way have primary access on West Avenue N and use Harbor Court as a secondary access.

The following are three guidelines which the Division uses to determine the applicability and appropriateness of any proposed street name change.

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 street acts more as entrance to the future expansion of Ener-Tel Services, this change would help relieve confusion by giving the perception of a drive or entrance exclusively to Ener-Tel. The configuration of Harbor Court 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 indicated there are currently no streets in San Angelo that utilize the hyphen and the 911 addressing system service team has suggested the hyphen be avoided. The City of San Angelo also follows the NENA standards for addressing which states on page 9, "Remove special characters (dash, underscore, apostrophe, quotes or any other special characters that could cause problems in any of the software or databases)."

2. Whether there is the same or similar name to the proposed street name

There are no existing streets in San Angelo with the same or similar name.

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 the road now acts more as a driveway or secondary entrance to future Ener-Tel Expansion, Staff believes renaming the street would clarify the use of the road as well as avoid confusion.

Planning Commission Recommendation From July 16, 2018:

Hillary Bueker, Senior Planner, presented the case to change the street name of Harbor Court to Ener Tel Way. She provided photos of the area and explained that the current Future Land

Use was “Commercial” and the zoning was “Light Manufacturing.” Ms. Bueker explained that part of the land would be for the City’s future drainage project and the remaining part for Ener-Tel’s future plans. She outlined Staff’s rationale for approval of the Street Name Change on the grounds that changing the name would provide clarity for visitors and emergency personnel to the Ener-Tel site, that there were no other existing streets with the same name, and that changing the name would clarify the use of the road and avoid confusion. She indicated that Staff received one letter in support of the request and zero against. Ms. Bueker clarified for the Commission that the street would be “Ener Tel Way” without the hyphen in between “Ener” and “Tel,” as the City’s addressing system discouraged a hyphen in the street name.

Vice Chair Spano opened the meeting for public comment.

There was no public comment.

Commissioner Uherik made a Motion to APPROVE the Street Name from “Harbor Court” to “Ener Tel Way,” subject to the two conditions of approval as presented. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 4-0

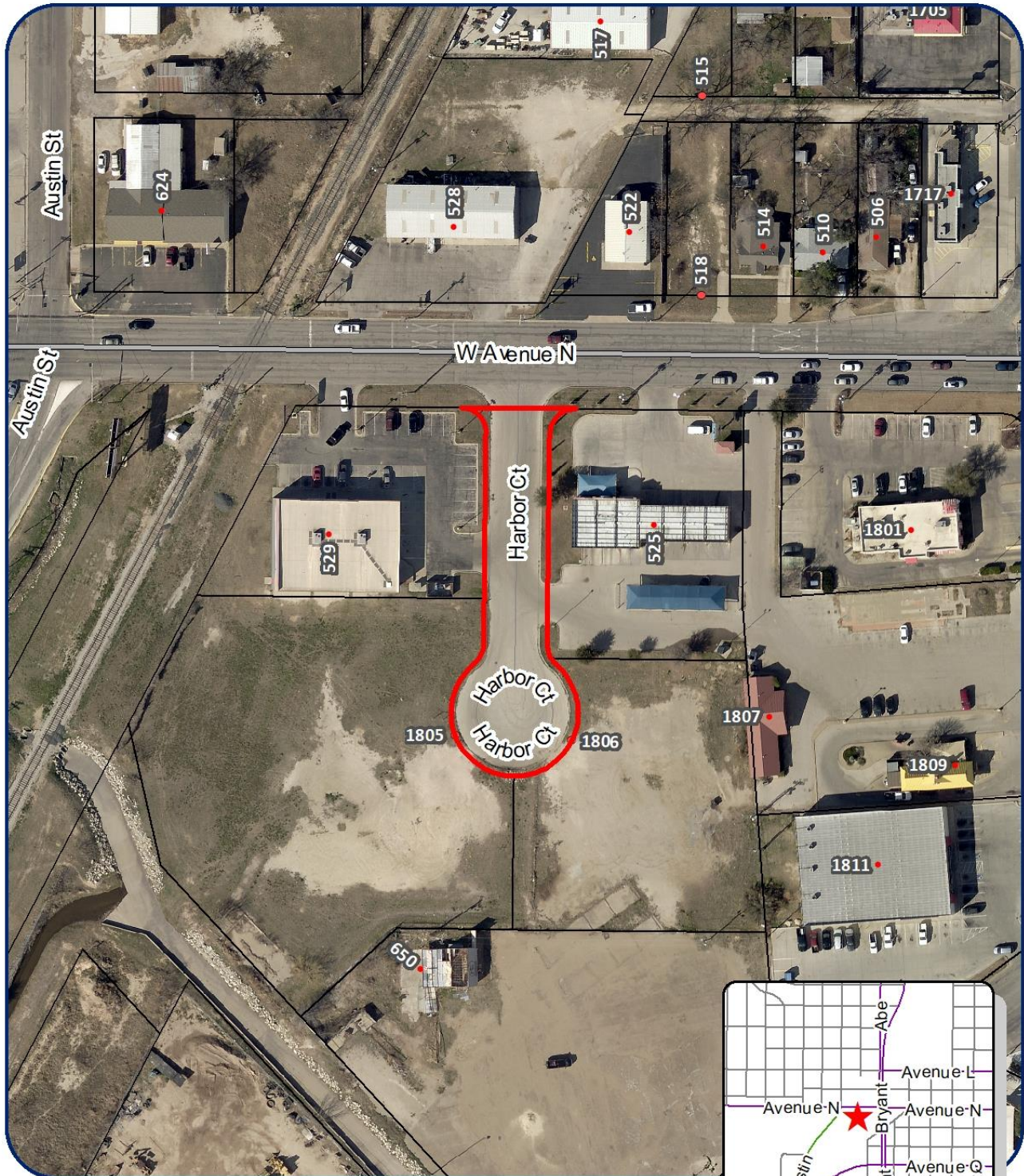
Recommendation:

Staff’s recommendation is for the Planning Commission to recommend **APPROVAL** of a street name change from Harbor Court to “**Ener Tel Way**,” subject to the following two (2) Conditions of Approval:

1. A request to the City’s 911 Addressing Coordinator shall be submitted for an address/street name change for addresses affected by the street name change.
2. Payment to the City of San Angelo shall be made for the installation of street identification signs at the intersection with West Avenue N. All signage shall be designed and erected in accordance with local regulations.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photos of Street Segment
Application
Notify Map
Comment Letter



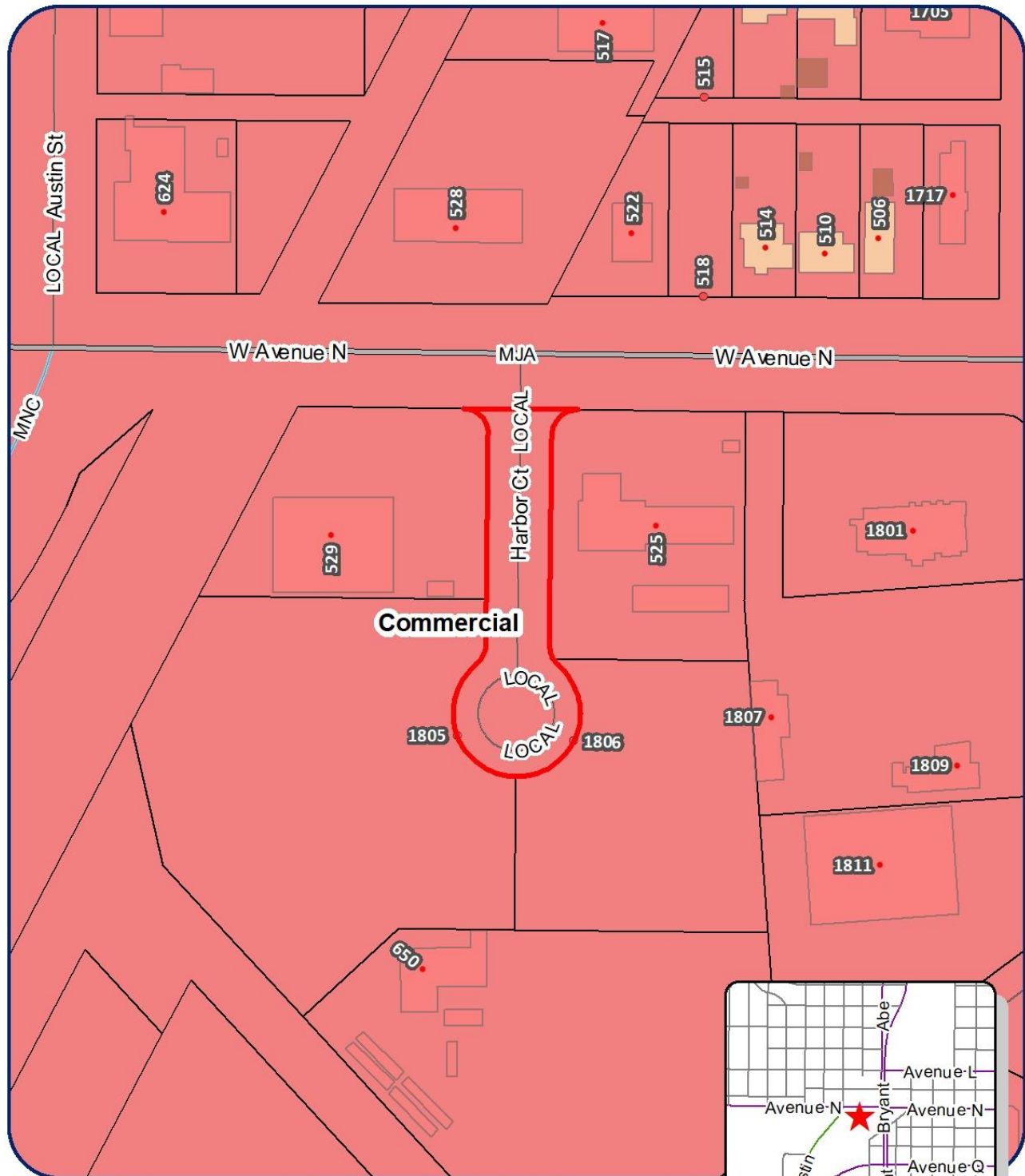
Street Name Change
Harbor Court

Council District: SMD #3 - Harry Thomas
Neighborhood: Rio Vista
Scale: 1" approx. = 100 ft

Legend

Subject Properties: —
Current Zoning: ML
Requested Zoning Change: N/A
Vision: Commercial





Street Name Change
Harbor Court

Council District: SMD #3 - Harry Thomas
Neighborhood: Rio Vista
Scale: 1" approx. = 100 ft

Legend

Subject Properties: —
Current Zoning: ML
Requested Zoning Change: N/A
Vision: Commercial



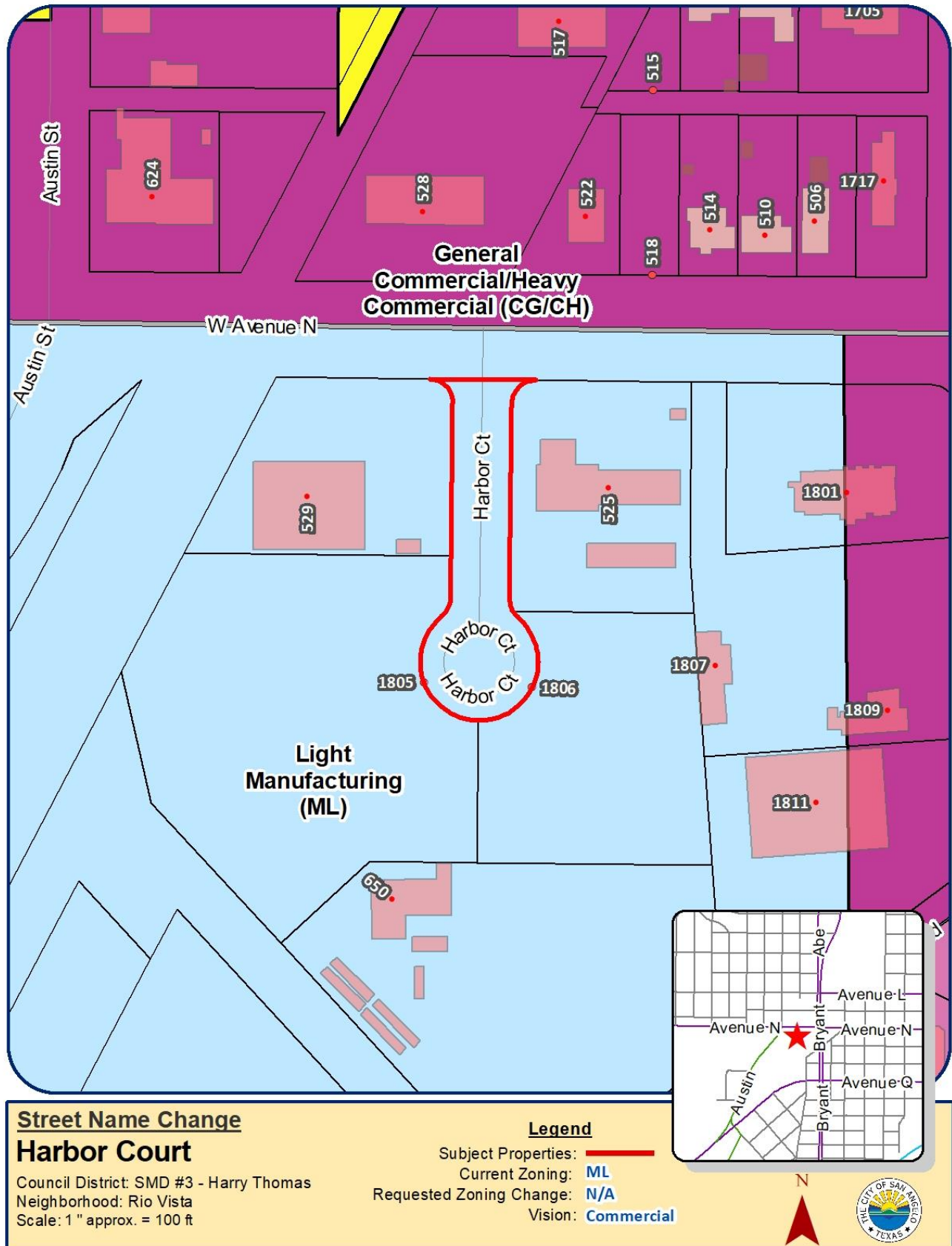


Photo of Street Segment





Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Ave
Application for Naming/Renaming a Street



Section 1: Basic Information

Name of Applicant(s): Scott Wisniewski

☒ Owner

☐ Representative (Affidavit Required)

801 South Abe

San Angelo

Texas

76903

Mailing Address

City

State

Zip Code

325-653-6814

Contact Phone Number

Contact E-mail Address

Section 2: Property Characteristics

Is the street public? ☐ Yes ☐ No

Is street private? ☐ Yes ☒ No

Describe request for street to be named/changed: It is requested that the street currently named "Harbor Court" be renamed to "Ener-Tel Way"

From the intersection of: Avenue N/Harbor Court

to: End of Harbor Court

Describe reason(s) for request to name or rename the street: _____

Use attachment, if necessary, including where applicable, the legal description of land adjacent to street requested to be named/renamed: _____

Section 3: Applicant(s) Acknowledgement

Please initial the following:

SM

I/we understand that a separate fee will be required from the applicant for any new signage installation.

I/We the undersigned acknowledge that the information provided above is true and correct.

Scott Wisniewski
Signature of licensee or authorized representative

06/06/2018

Date

Scott Wisniewski

Printed name of licensee or authorized representative

Shamrock Capital Corporation LLC

Name of business/Entity of representative

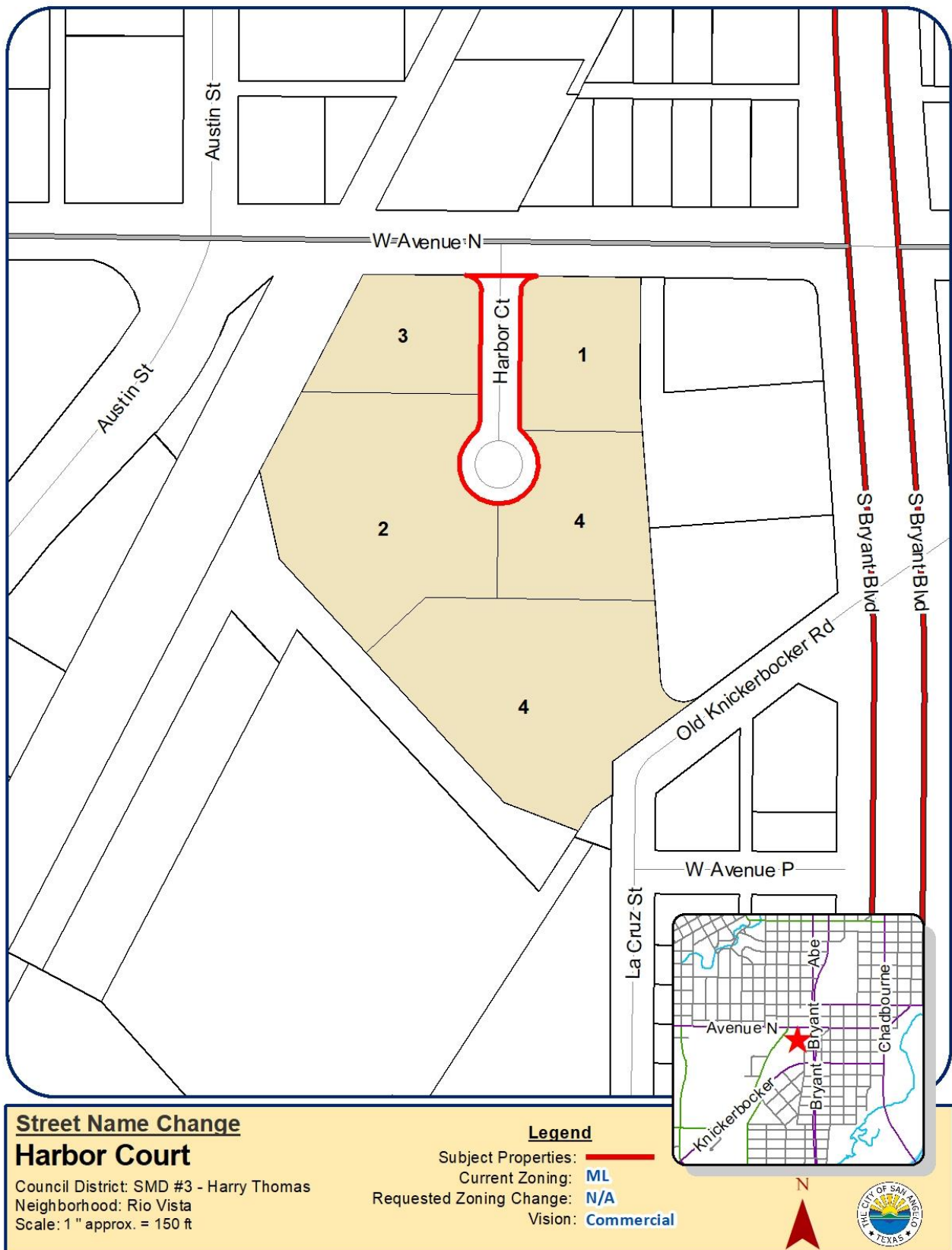
FOR OFFICE USE ONLY

Reviewed/Accepted by: H. Buckner Date: 6/11/18 ☒ Verified Complete ☐ Verified Incomplete

Assigned to: _____

Nonrefundable application fee: \$ 500 COSA Signage cost: \$ _____ Date paid: 6/11/18 Receipt No. _____

Planning Commission hearing date: 7/16/18 City Council hearing date(s): 8/7/18 & 8/21/18



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: Scott A. Wismewski

ADDRESS: 801 S. Haze

San Angelo, Tx 76903

SIGNATURE: 

Street Name Change: Harbor Court

Property owner number: 4

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.

AN ORDINANCE CHANGING THE NAME OF HARBOR COURT, A LOCAL STREET IN CENTRAL SAN ANGELO BEING APPROXIMATELY 325-FEET IN LENGTH, EXTENDING SOUTH FROM AVENUE "N" AND TERMINATING WITH A CUL-DE-SAC, TO "ENER TEL WAY;" PROVIDING FOR PERMANENTLY AFFIXING NECESSARY GEOGRAPHICAL AND ADDRESS-RELATED REFERENCES THERETO; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Harbor Court is classified as a local street in the city's major thoroughfare plan, located in central San Angelo, being approximately 325-feet in length, extending south from avenue "N" and terminating with a cul-de-sac; and

WHEREAS, there are no current buildings that front on or utilize Harbor Court for address purposes; and

WHEREAS, pursuant to current development plans the street serves as a secondary access to future Ener-Tel Expansion and the City's Avenue P drainage project.

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

SECTION 1: "Harbor Court", located in central San Angelo, being approximately 325-feet in length, extending south from avenue "N" and terminating with a cul-de-sac be and is hereby re-named: "Ener Tel Way."

SECTION 2: Geographical and address related references to said street shall be updated and permanently affixed, identifying said street as "Ener Tel Way."

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 **7th day of August, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **21th day of August, 2018**.

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

Meeting Date: August 7, 2018

Item type: Regular Item

Caption:

First reading of an ordinance deleting and replacing Chapter 10, "Traffic Controls", Article 10.01 "General Provisions", Section 10.01.014 "Bicycle Lanes" of the Code of Ordinances, City of San Angelo, Texas, providing for severability, and providing for an effective date - (Presentation made by City Engineer Russell Pehl)

Summary/History:

The bicycle lane section in the current ordinance only delineates bicycle lanes for a portion of Southland Boulevard. This revised ordinance provides the City Manager, or designee, the authorization to establish other bicycle lanes. Additional clarity is also provided for restriction within the bicycle lanes by vehicles or pedestrians.

Financial Impact:

N/A

Other Information/Recommendation:

Staff Recommends Approval.

Attachments:

- | | | |
|----|------------------------------------|---|
| 1. | 18-688 ORD Bike Lane Revision (JA) | 18-688 ORD Bike Lane Revision (JA).docx |
|----|------------------------------------|---|

Presentation:

Approvals/Reviews:

Russell Pehl	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**AN ORDINANCE DELETING AND REPLACING CHAPTER 10,
“TRAFFIC CONTROLS”, ARTICLE 10.01 “GENERAL
PROVISIONS”, SECTION 10.01.014 “BICYCLE LANES” OF THE
CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS,
PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN
EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Chapter 10, Article 10.01, Section 10.01.014 of the Code of Ordinances, City of San Angelo, Texas, is hereby deleted and replaced as follows:

“ Sec. 10.01.014 Bicycle lanes

(a) The city manager, or designee, is authorized to establish bicycle lanes separated from the rest of the roadway by painted lines, other pavement markings, or other delineation for the exclusive use of bicycles and other non-motorized transportation.

(b) No person shall operate a motor vehicle in, on, or across a bicycle lane except to enter or leave a driveway, alley, street, or parking space, or for a bus to enter or leave a bus stop.

(c) Stopping, standing, or parking a vehicle shall not be allowed within a designated bicycle lane with a no parking designation.”

2) THAT all remaining provisions not amended by this ordinance remain in full force and effect.

3) THAT, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

5) THAT, this Ordinance shall be effective on, from and after the date of its passage and publication as required by law.

INTRODUCED on the ____ day of _____, 2018, and finally PASSED, APPROVED and ADOPTED on this the ____ day of _____, 2018.

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: Kimberly Holle, Budget Coordinator, Budget, 325-657-6291

Meeting Date: August 7, 2018

Item type: Regular Item

Caption:

Consider a record vote to propose a property tax rate and discussion regarding the Fiscal Year 2018-2019 budget preparation - (Presentation made by Tina Dierschke)

Summary/History:

Through the council communications via Friday packet memos, staff has reported on progress towards preparing the 2018-19 budget. We are now entering the stage where we host public meetings to meet truth-in-taxation requirements and hold workshops to discuss the budget.

This agenda item serves to satisfy a recommended practice of the state comptroller's office. Before you is an opportunity to hold a record vote proposing a property tax rate for fiscal year 2018-19. A record vote is suggested if the proposed tax rate will yield more revenue than the prior year.

Based on early property value estimates, we anticipate revenue will increase for fiscal year 2018-19. Even with maintaining the current tax rate, increased revenue can occur by either new property being added to the tax roll or existing properties being reappraised. With the preliminary data we have at this time, it is not clear which component is driving the increase, but it is likely both items are occurring at varying levels. This is a positive indication that the housing market in San Angelo is healthy and that the economy has a strong base. The Tom Green County Appraisal District is directed by the state comptroller with ensuring that new and existing properties are appraised at or near market value. The state conducts a biennial property value study to ensure compliance.

The property tax rate is proposed to remain unchanged at 0.776 per \$100 valuation. This enables city services and Council priorities to be provided at the current levels. In recent years, marginal revenue from property tax was captured for Council directives and allocated to priorities such as street maintenance, competitive pay raises, development services software, and more.

A record vote serves to clarify to constituents the City's intent to levy a tax rate for the new tax year. A recorded vote is an action where each Council member's decision (for or against) is documented. The city upholds the state's tenet that property owners have the right to know about changes in property appraisals and estimated taxes. Transparency items such as this further that goal.

This action provides direction to staff on how to proceed with budget preparation. Substantive discussion regarding budget priorities, major funds, and allocations is scheduled for the upcoming budget workshops in August. At that time, we will delve into budget discussions in greater detail.

The process before you today complies with the city charter, tax code, and local government code and has been confirmed with the city attorney.

Financial Impact:

None at this time.

Other Information/Recommendation:

Staff recommends approval of the current tax rate of 0.776 / \$100 valuation.

Attachments:

- | | | |
|----|--------------------------------|-------------------------------------|
| 1. | Calendar19 - City Council 2 | Calendar19 - City Council 2.pdf |
| 2. | 180807 FY19 Budget Record Vote | 180807 FY19 Budget Record Vote.pptx |

Presentation:

Tina Dierschke

Approvals/Reviews:

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

City of San Angelo Budget Preparation Calendar

APRIL						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9 Revenue budget	10	11	12	13	14
15	16	17	18	19	20	21
22	23 Budget training Revenue budget due	24	25	26	27 Pay plan due	28
29	30					

April - Budget staff will distribute budget manual, instructions, and personnel request forms on April 9. Budgeters must submit the revenue budget and personnel requests by April 23; budget staff will offer budget training that afternoon as well.

MAY						
S	M	T	W	T	F	S
	1	2	3	4 1st draft budget	5	
6	7 Distribute expenditure packets	8	9	10	11	12
13	14	15	16	17	18	19
20	21 Expenditure budget due	22	23	24	25	26
27	28	29	30	31		

May - Budget staff will email expenditure packets to division managers by May 7. Included are targets and target increase request forms. Division managers must submit all documents by May 21.

JUNE						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
			----- CMO Review -----			
24	25	26	27	28	29	30
	----- CMO Review -----					

June - Council will be informed on the budget process via memo in the weekly Friday packets on June 8 and 22. City Manager's Office budget reviews will occur with dept directors June 20-22 and 25-29.

JULY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 City Council Memo	21
22	23	24 2nd draft budget	25	26	27 City Council Memo	28
29	30	31				

July - Council will receive memos throughout July presenting additional budget information. The draft budget will be published on July 24.

City of San Angelo

Budget Preparation Calendar

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7 City Council Meeting	8	9	10	11
12	13	14 Council Workshop	15	16	17	18
19	20	21 City Council Meeting	22	23	24	25
26	27	28 Council Workshop	29	30	31	

August - City Council will discuss the budget at the August 7 regular meeting and there will be the first public reading of the tax levy at the August 21 meeting. Council workshops will be August 14 & 28 to discuss major funds.

SEPTEMBER						
S	M	T	W	T	F	S
						1
2	3	4 City Council Meeting	5	6	7	8
9	10	11	12	13	14	15
16	17	18 City Council Meeting	19	20	21	22
23	24	25	26	27	28	29

September - An introduction of the proposed ordinances for budget and tax levy will be presented at the September 4 City Council meeting. On September 18, the City Council may approve the budget and the tax levy.



City Council

August 7, 2018



2018-19 Budget

- Budget process and calendar

April

- Training
- Revenue estimates

May

- Expense estimates

June

- City manager reviews
- Council memos

July

- Council memos



2018-19 Budget

- Budget process and calendar

August

- Workshop
- Public hearings

September

- Public hearings
- Adopt ordinances



2018-19 Budget

- Consider a record vote to propose a property tax rate
- A record vote should occur when the proposed tax rate will yield more revenue than the previous year



2018-19 Budget

Current Tax Rate

Maintenance & Operations	0.6824 / \$100 valuation
Debt service	0.0936 / \$100 valuation
Total	0.7760 / \$100 valuation





City Council

August 7, 2018





**APPLICATION FOR
BOARDS and COMMISSIONS**

Applying for:

- ☒ Airport Advisory Board
- ☐ Animal Shelter Adv Cmm*
- ☐ Civic Events Adv Board
- ☐ Civil Service Commission
- ☐ Construction Board of Adj/Appls*
- ☐ Design & Historic Review Cmm*
- ☐ Development Corporation
- ☐ Downtown Development Cmm*
- ☐ Fort Concho Museum Board
- ☐ Park Commission
- ☐ Parks & Recreation Adv Board
- ☐ Planning Commission
- ☐ Public Art Commission*
- ☐ Public Housing Authority
- ☐ Tax Incrmt Reinvsmnt Zone Board*
- ☐ Water Advisory Board*
- ☐ Zoning Board of Adjustment

*specific membership criteria requirements
apply-See back page for more information

Recommended by:

Name: Joseph C. RALLO
Address: [REDACTED]
City: San Angelo (unless otherwise noted) Zip: 76904
Phone (Home): [REDACTED] (Office): [REDACTED]
Resident of San Angelo since: 2018 SMD: [REDACTED]
Are you a registered voter of San Angelo? Yes: X No: [REDACTED]
Occupation / Business Affiliation: RETIRED
Occupation / Business Address: [REDACTED]
Position: [REDACTED]
Email: [REDACTED]

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X [Signature] 28 July 18
Applicant's Signature Date

NOTE: This application is information of public record.* Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

RETURN TO: City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76903

Tell us about yourself. Feel free to attach additional sheets, if necessary.

Attached

Based on you board selection, do you meet the membership criteria*? Yes No If so, which criteria: [REDACTED]
(see back page for board criteria)

Education and/or Professional Licenses: [REDACTED]

Current Municipal and Civic Organization Memberships (Positions & Dates): [REDACTED]

Previous Municipal Experience (Positions, Dates, Where): [REDACTED]

What personal qualifications can you bring to this board? [REDACTED]

What is your personal vision for the City? [REDACTED]

Why do you want to serve on this board? [REDACTED]

Anything else you would like for us to know? [REDACTED]

*The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 657-4405.

For Office Use Only:

Appointed by: [REDACTED] CiCo Appt/Reappt Date: [REDACTED] Term Dates: To [REDACTED] From [REDACTED]

Joseph C. Rallo, Ph.D.

San Angelo, Texas

Administrative Leadership:

- 2015-2018: Commissioner of Higher Education, Louisiana Board of Regents
- 2012-2014: Vice Chancellor for Academic Affairs, Texas Tech University System
- 2007-2012: President, Angelo State University, Texas
- 2003-2007: Provost and Academic Vice President, Western Illinois University
- 1999-2003: Dean, College of Business and Administration, University of Colorado-Colorado Springs
- 1995-1999: Dean, College of Business, Ferris State University, Michigan

University Faculty Experience:

- Tenured, Full Professor of (International) Business: University of Colorado-Colorado Springs, Western Illinois University, Angelo State University

Military Qualifications:

- Retired from the United States Air Force in July 2008 with the rank of Colonel (O-6)
- Graduate of: Air Command and Staff College (ACSC) and Air War College (AWC)
- 27 year career in intelligence and logistics

Higher Education:

- Ph.D., International Relations, Maxwell School at Syracuse University, New York
- M.A., Comparative Politics, Maxwell School at Syracuse University, New York
- Fellow, Law, European University Institute, Florence, Italy
- J.D., Law, Western New England University, Massachusetts
- B.A., Russian History, Lafayette College, Pennsylvania
- Selected as a Fulbright Scholar and NATO Fellow

Presentations and Publications:

- Multiple talks, testimony, and journal articles to diverse audiences ranging from legislative committees to business groups to academic conferences.

Contact information:

- Cell: [REDACTED]
- Email: [REDACTED]

From: info@cosatx.us
To: [Kendrick, Bryan](#); [Antilley, Julia](#)
Subject: City of San Angelo, TX: Boards and Commissions application
Date: Monday, July 30, 2018 4:36:41 PM

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

Form Name: Boards and Commissions application
Date & Time: 07/30/2018 2:36 PM
Response #: 85
Submitter ID: 24814
IP address: 172.24.96.111
Time to complete: 58 min. , 12 sec.

Survey Details

Page 1

NOTE: This application is information of public record.

Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: Del Velasquez
Address: [REDACTED]
ZIP code: 76904
Home/mobile phone: [REDACTED]
Office/mobile phone: [REDACTED]
Resident of San Angelo since (year): 2007
City Council Single-Member Billie DeWitt
District in which you reside:
Registered San Angelo voter? (yes or no) YES
Occupation/business affiliation: Downtown San Angelo, Inc.
Occupation/business address: 24 W. Concho Ave.
Title/position: Executive Director
Email: [REDACTED]

- 2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.**

(o) Yes

3. Date

July 30, 2018

4. Applying for:

NOTE: Specific membership requirements apply to boards/commissions marked with an asterisk. See the bottom page at [this link](#) for more details.

(o) Civic Events Advisory Board

5. Recommended by:

(Name): Brenda Gunter

6. Based on your board selection, do you meet the membership criteria?

(o) Yes

7. If so, which criteria?

In my role as Executive Director of Downtown San Angelo, Inc. we host events at COSA properties and coordinate and promote the events being managed by Civic Events on an on-going basis.

8. Tell us about yourself.

Education and/or professional licenses:

Graduate of San Angelo Central High School

B.A. - Angelo State University - Major Business and Minor in Sociology

Executive Program Certification on Social and Corporate Responsibility - Harvard School Business.

Current municipal and civic organization memberships (positions and dates):

Chamber of Commerce Board of Director's - Ex-Oficio from 2013 - present

Convention Visitors Bureau Advisory Board of Directors from 2013 - present

Chamber of Commerce Economic Development Committee from 2013 - present

Previous municipal experience (positions, dates, where):

City of San Angelo Development Corporation Partners Committee 2013 - 2017

What personal qualifications can you bring to the board?

Former Vice President Federal Government Affairs Verizon

Former Vice President AT&T Foundation

National Managing Director of Ethnic Marketing - AT&T

Special Assistant to George Herbert Walker Bush, Vice President and President of USA

What is your personal vision for the City?

To assist with the development of the economic status of our community, with the goal of continued growth of our community.

Why do you want to serve on this board?

To utilize my skill-set in assisting our community by promoting the facilities to the best use for both the City and the groups, individuals hosting events at these facilities.

Is there anything else you would like to share about yourself?

Have served on the following boards of civic organizations in our community

San Angelo Museum of Fine Arts Board of Directors

San Angelo Symphony Board of Directors

Boys and Girls Clubs of San Angelo, Board of Directors
Laura W. Bush Institute for Women's Health
Downtown San Angelo Rotary Club
Lion's Club Ballon Fest Committee
Host the Angelo State University Homecoming Parade in Downtown San Angelo.

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 325-657-4405.

Thank you,
City of San Angelo, TX

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Antilley, Julia

From: info@cosatx.us
Sent: Tuesday, May 1, 2018 2:02 AM
To: Kendrick, Bryan; Antilley, Julia
Subject: City of San Angelo, TX: Boards and Commissions application

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

Form Name: Boards and Commissions application
Date & Time: 05/01/2018 12:01 AM
Response #: 84
Submitter ID: 24090
IP address: 47.223.209.94
Time to complete: 33 min. , 7 sec.

Survey Details

Page 1

NOTE: This application is information of public record.

Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: Steve Hampton
Address: [REDACTED]
ZIP code: 76904
Home/mobile phone: [REDACTED]
Office/mobile phone: N/A
Resident of San Angelo since (year): 2010
City Council Single-Member District in which you reside: SMD-6
Registered San Angelo voter? (yes or no) yes
Occupation/business affiliation: Retired Funeral Director/Embalmer
Occupation/business address: N/A
Title/position: N/A
Email: [REDACTED]

2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information.

The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

(o) Yes

3. Date

05/01/2018

4. Applying for:

NOTE: Specific membership requirements apply to boards/commissions marked with an asterisk. See the bottom page at [this link](#) for more details.

(o) Parks and Recreation Advisory Board

5. Recommended by:

(Name): N/A

6. Based on your board selection, do you meet the membership criteria?

(o) Yes

7. If so, which criteria?

All

8. Tell us about yourself.

Education and/or professional licenses:

attended The University of Texas at El Paso 1976-1980: Nursing Major

1982 graduate of Dallas Institute of Funeral Service

Business Manager 1998-2000

Business Owner/Operator 2000- 2008

Current municipal and civic organization memberships (positions and dates):

Tom Green County Appraisal Review Board ---starting 04/2018

Previous municipal experience (positions, dates, where):

Member of Fort Stockton Chamber of Commerce Board Ambassadors group Leader 1998-1999

Appointed member Pecos Co. Hospital Board and Past President 2000-2004

Member of Fort Stockton Planning and Zoning Board 2005-2006

Elected to Fort Stockton City Council 2006-2008

What personal qualifications can you bring to the board?

I bring a willingness learn and contribute to solving of the problems that face San Angelo's parks and recreation areas.

I do my homework and have good attendance.

I lived in desert areas most of my life and I'm familiar with many plants and flora of the region and lawn care and irrigation technics

I been exposed to the critters of the area and the damage they can do to a park

What is your personal vision for the City?

I believe in and support a high quality of life for San Angelo and parks and recreation are part of that equation.

Why do you want to serve on this board?

I'm looking for more experience in the workings of this community and its government.
Government has become my hobby.

Is there anything else you would like to share about yourself?

none

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 325-657-4405.

Thank you,
City of San Angelo, TX

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