



City Council Agenda 11/06/2018

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on November 6, 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 November 16, 2018 as Tom Green County's 10th Annual National Adoption Day
- b. Proclamation of November 2018 as National Home Care and Hospice Month
- c. Presentation of Texas Amateur Athletic Federation Female Athlete of the Year for local area and region (Brent Casey)

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 October 16, 2018 City Council regular meeting minutes (Julia Antilley)
- b. Consider declaring the following lots surplus for the purpose of disposing surplus property for the fair market value and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the surplus property by Special Warranty Deed to the adjacent property owner, reserving unto the City of San Angelo all mineral interests, surface and ground water rights (Cindy Preas)
 - 1. "Park Area" as designated out of Block 3, Section 1, Meadowcreek Addition
 - 2. "Park Area" as designated out of Block 22, Section 8, Meadowcreek Addition
 - 3. "Park Area" as designated out of Block 6, Section 1, Meadowcreek Addition
 - 4. "Park Area" as designated out of Block 6, Section 4, Meadowcreek Addition
 - 5. "Park Area" as designated out of Block 10, Section 5, Meadowcreek Addition
- c. Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property (Cindy Preas)
 - 1. Lot 19, Block 2, Eastland Heights Addition (\$1,200)
 - 2. Lot 20, Block 2, Eastland Heights Addition (\$1,200)

- d. Consider authorizing the City Manager to enter into a new Recreational and Agricultural Lease Agreement for .28 Acres out of Section 4, Group Red Bluff, Lake Nasworthy Addition, and adjacent to Lake Nasworthy (Cindy Preas)
- e. Consider ratifying COSADC's approval of a resolution authorizing the COSADC membership in The High Ground of Texas (Guy Andrews)
- f. Consider ratifying COSADC's approval of a resolution authorizing the COSADC membership in The Texas Midwest Community Network (Guy Andrews)
- g. Consider ratifying COSADC's approval of a resolution authorizing the Board President to negotiate and execute a Second Amendment to Lease Agreement with Angelo State University for office space in the Business Resource Center, and Memorandum of Understanding providing for an adjustment in rent and assumption by ASU and the Small Business Development Center of marketing, recruitment and related services for the Business Factory/Incubator Program (Guy Andrews)
- h. Consider a resolution authorizing the City Manager to negotiate and execute Contract Number 3 with Centurion Planning & Design, LLC in the amount of \$120,991 for professional consulting services offered pursuant to RFQ AP-01-18 "City of San Angelo Professional Services-Airport Planning Services", required for ancillary airport land use development strategy and planning for various undeveloped properties located at the San Angelo Regional Airport—Mathis Field, relating to proposed development of a business and industrial park at the airport (Mitch Sprunger)
- i. Second reading of an ordinance for Z18-17, a rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family (RS-2) Zoning District, being 1.308 acres located at 501 East Avenue A and 606, 612, 616, and 618 Rust Street (Jon James)
- j. Second reading of an ordinance approving case Z18-20, a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District, being 2.93 acres located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road (Jon James)

7. Regular Agenda

- a. Consider selecting Allstate Insurance Company as the COSA Group Voluntary Employee Benefits Program provider (Introduction of Julie Rickman from Holmes Murphy by Human Resources Director Bryan Kendrick)
- b. Consider awarding RFB ES-08-18 West Concho Avenue Improvements to Reece Albert, Inc., contingent upon TXDOT approval, in the sum of \$1,760,481.61 for street reconstruction, sidewalk and ADA accessibility, traffic signals, utility construction and drainage modifications between S Randolph St & US 87 (S Koenigheim St) being a project funded with federal, state and local monies and authorizing the City Manager to negotiate and execute said contract (Presentation made by City Engineer Russell Pehl)

- c. Consider a resolution authorizing the Mayor to execute a First Amended Interlocal Agreement with Tom Green County relating to development of the new county jail facility located in northeast San Angelo, providing for construction permitting and inspection fees, and allowing the county to petition for re-annexation (Presentation made by Planning & Development Services Director Jon James)
- d. Consider a resolution allowing the City Manager or his designee to negotiate and execute a contract with the Chamber of Commerce Convention & Visitors Bureau allocating Hotel Occupancy Tax funds and to set an absolute dollar amount for contributions of HOT funds to the City of San Angelo Civic Events Division (Presentation made by Finance Director Tina Dierschke)

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 551.071(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 the solid waste contract
- b. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding: CLEAT and TMPA
- c. Sec. 551.072. Deliberation Regarding Real Property. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person - reference 16.36 Acres P Kurzenacker S-0647, A-1566

9. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. 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 November 2018, at 2:33 p.m.


Julia Antilley, Interim 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 regular 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.

Proclamation

All children deserve a safe place to live and grow, and each year many Texas children find a forever home thanks to adoptive families. In Tom Green County, 245 children are currently in foster care and 52 of these children are awaiting their forever family to bring them home.

For the past 18 years during the month of November, communities across the country have come together in observance of National Adoption Day to complete the adoptions of children in foster care and to celebrate the families who choose to adopt.

This year, the City of San Angelo will hold it's 10th Annual National Adoption Day in support of those adoptive families here in our own community, and thank them for opening their hearts to a child in need of a loving and permanent home.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim November 16, 2018 as

Tom Green County's 10th Annual National Adoption Day

and call on all citizens to remember during the month of November the children and families who have joined their lives through the miracle of adoption; to open their hearts and minds to the idea of opening their own homes to these children in need; and congratulate the new families to be formed on November 16th, 2018 during Tom Green County's Adoption Day ceremony.

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 6th day of November, 2018.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Home care and hospice services provide high quality and compassionate health care services to those in need, especially during times of community or personal healthcare crisis.

Home care and hospice services allow families to remain together in their homes for a greater length of time, as well as provide better care, dignity and comfort in our community.

Thousands of everyday heroes such as home care and hospice nurses, therapists and aides work tirelessly to provide professional health and palliative care and compassionate support to millions of Americans in need of quality care.

These dedicated home care and hospice professionals and volunteers provide a support network that continues to play a fundamental role in health care delivery for our nation's elderly, infirm and disabled population.

Interim HealthCare Home Health and Hospice, the National Association for Home Care and Hospice, and thousands of agencies across the nation have declared the month of November as National Home Care and Hospice Month and are asking all Americans to observe these occasions with appropriate ceremonies and activities.

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

National Home Care and Hospice Month

in San Angelo, Texas and encourage the support and participation of all community members in learning more about home care and hospice services to better care for the elderly, disabled and infirm so as to enhance the quality of life 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 6th day of November, 2018.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, October 16, 2018

Present:

Mayor Brenda Gunter
Mayor Pro tem Lane Carter, SMD 5
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Billie F. DeWitt, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:34 a.m. on Tuesday, October 16, 2018, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Legislative Prayer

An invocation was provided by Mayor Gunter.

3. Pledges

The pledges were led by Samuel and Grace Hagen, 4th and 2nd graders at Glenmore.

4. Proclamations/Recognitions

October 24, 2018 was proclaimed as Mark McLaughlin Day

Texas Amateur Athletics Federation President Danny Zincke was introduced and awards were presented to: Trey Allen, Local Athlete of the Year; Jacob Padilla, Regional Athlete of the Year; Gary Gabriel, Coach of the Year; Parks & Recreation Staff, Gold Member City Award 2017-2018; and, John Henry Perez, Regional Director of the Year.

5. Public Comment

There was no public comment.

6. Consent Agenda

- a. Approval of the October 2, 2018 City Council regular meeting minutes (Julia Antilley)
- b. Consider a resolution authorizing the City Attorney to begin termination of Lake Nasworthy Residential Lot Lease and eviction proceedings for non-payment of annual rent (more than 100 days delinquent) on the following properties (Cindy Preas):

- 1. 1706 Shad Road (\$1,420)-
- 2. 1850 Shady Point Circle (\$1,208)

- c. Authorization of the City Manager to enter into a new Recreational and Agricultural Lease Agreement for 2.92 acres out of William Etzel, S-167, A-157, and adjacent to South Concho River (Cindy Preas)
- d. Adoption of a resolution authorizing the City Manager to accept and assign an airport lease and license agreement at 9010 Hangar Road of 47,082 square feet of land from 851JW, LLC to Heartsill Corporation (Mitch Sprunger) (Pg.538, #2018-122)
- e. Adoption of a resolution authorizing the City Manager to negotiate and execute a Memorandum of Understanding with the City of San Angelo Development Corporation relating to a Type B Development Corporation project providing consulting and planning services for a proposed business and industrial park to be located at the San Angelo Regional Airport—Mathis Field (Guy Andrews) (Pg. 539, #2018-123)
- f. Approval of Buyboard Contract #515-16 for the purchase of one Street Sweeper from Tymco, Inc. (Waco, TX), in the amount of \$258,646.50, budgeted in fiscal year 2019 (Ryan Kramer)
- g. Authorization to increase the award of RFB FS-07-18 Haul Truck to Lonestar Truck Group (San Angelo, TX) in the amount of \$140,541.11, budgeted in fiscal year 2019, for the purchase of one unit (Ryan Kramer)
- h. Approval of payment to Texas Municipal League Intergovernmental Risk Pool in the amount of \$397,160.68 for the policy year 2018-2019 renewal premium, budgeted in fiscal year 2019 (Charles Hagen)
- i. Authorization of the City Manager to execute an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) Services with associated costs not to exceed \$91,084 for fiscal year 2019 (Chief Carter)
- j. Authorization of the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services with associated costs not to exceed \$31,704 for fiscal year 2019 (Chief Carter)
- k. Adoption of a resolution approving the Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) grant for airport maintenance reimbursements up to \$50,000 for fiscal year 2019 and authorizing the City Manager to negotiate and execute all related documents (Mitch Sprunger) (Pg. 541, #2018-124)
- l. Adoption of a resolution authorizing a special event known as "Joe's Bar and Grill Car Show" and approving variances to city ordinances at Mary E. Lee Park for October 20, 2018 (Brent Casey) (Pg. 542, #2018-125)

- m. Adoption of a resolution approving a first amendment to the Santa Fe Municipal Golf Course Services Agreement that outlines obligations of Two Pro Management to the City and authorizing the City Manager to negotiate and execute all related documents (Carl White) (Pg. 544, #2018-126)
- n. Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019 for capital items, grants, and reimbursed expenses (Tina Dierschke) (Pg. 545, #2018-127)
- o. Second reading and public hearing and adoption of an ordinance amending Chapter 4, Article 4.03, to amend sections 4.03.032 and 4.03.033; and Chapter 4, Article 4.04, to adopt the 2015 editions of the International Residential Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Existing Building Code, and the 2014 National Electric Code (Al Torres) (Pg. 548, #2018-128)

Item B was pulled from the Agenda.

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the items A, C, D, E, H, I, J, L, N, and O. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member DeWitt made a motion, seconded by Council Member Gonzales, to approve items F and G as presented. The motion carried unanimously (7) ayes to (0) nays.

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

Citizen Steve Hampton expressed concern on item M.

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

7. Regular Agenda

- a. First reading and public hearing approving an ordinance approving case Z18-20, a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District, being 2.93 acres located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road (Presentation made by Jon James)

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

- b. First reading and public hearing approving an ordinance for Z18-17, a rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family (RS-2) Zoning District, being 1.308 acres located at 501 East Avenue A and 606, 612, 616, and 618 Rust Street (Presentation made by Jon James)

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

c. Update on Sales Tax revenue performance (Presentation made by Tina Dierschke)

No action 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 551.071(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:
 - Solid Waste Contract
 - Selection of Agent to Represent City
 - West Texas Water Partnership
- b. Sec. 551.072. Deliberation Regarding Real Property. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person
- c. Section 551.074(1) to deliberate the annual evaluation of the City Manager

9. Follow Up and Administrative Issues

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

Mayor Gunter announced staff has been given direction regarding the solid waste contract.

Citizen Steve Hampton requested cost clarification on the West Texas Water Partnership agreement.

Motion: Council Member Carter made a motion, seconded by Council Member Hiebert, to approve an interlocal agreement with Midland and Abilene that updates the responsibilities of the parties as they relate to the West Texas Water Partnership. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member DeWitt made a motion, seconded by Council Member Gonzales, to authorize the City Manager to negotiate and execute an agreement for commercial real estate services with Rocky Spoons. The motion carried unanimously (7) ayes to (0) nays.

b. Consider approving various board nominations:

MHMR Services: Trudy Darling to an unexpired term ending October 2020, Cary Houston to an unexpired term ending October 2020, Jacqueline Shannon to an unexpired term ending October 2020, and John Stokes to an unexpired term ending October 2020

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

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 (7) ayes to (0) nays.

There being no further business, the meeting adjourned at 12:31 p.m.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, Interim City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4407

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider declaring the following lots surplus for the purpose of disposing surplus property for the fair market value and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the surplus property by Special Warranty Deed to the adjacent property owner, reserving unto the City of San Angelo all mineral interests, surface and ground water rights (Cindy Preas)

1. "Park Area" as designated out of Block 3, Section 1, Meadowcreek Addition
2. "Park Area" as designated out of Block 22, Section 8, Meadowcreek Addition
3. "Park Area" as designated out of Block 6, Section 1, Meadowcreek Addition
4. "Park Area" as designated out of Block 6, Section 4, Meadowcreek Addition
5. "Park Area" as designated out of Block 10, Section 5, Meadowcreek Addition

Summary/History:

Council approved acceptance of 5 small narrow lots by non-warranty deed on September 4, 2018, and such deed was recorded in Instrument 201812083, Official Public Records, Tom Green County, Texas.

The adjacent property owners desire to purchase the small narrow lots which have been determined to be surplus property and City staff has no objections to conveying the properties to the adjacent property owners:

1. "Park Area" as designated out of Block 3, Sec 1, Meadowcreek Addition to Freddy R. and Linda K. McCuiston
2. "Park Area" as designated out of Block 22, Section 8, Meadowcreek Addition to Mark E. and Charlene K. Mathews
3. "Park Area" as designated out of Block 6, Section 1, Meadowcreek Addition to Robert P. and Sandra Gallegos
4. "Park Area" as designated out of Block 6, Section 4, Meadowcreek Addition to Joe and Dolores Ramos
5. "Park Area" as designated out of Block 10, Section 5, Meadowcreek Addition to Roman Catholic Diocese - San Angelo

Financial Impact:

No cost to the City; the property will be placed onto the tax roll; profit of market value:

1. "Park Area" as designated out of Block 3, Sec 1, Meadowcreek Addition (\$440 + recording fees)
2. "Park Area" as designated out of Block 22, Sec 8, Meadowcreek Addition (\$290 + recording fees)
3. "Park Area" as designated out of Block 6, Sec 1, Meadowcreek Addition (\$470 + recording fees)
4. "Park Area" as designated out of Block 6, Sec 4, Meadowcreek Addition (\$235 + recording fees)
5. "Park Area" as designated out of Block 10, Sec 5, Meadowcreek Addition (\$615 + recording fees)

Savings to the City will include maintenance charges.

Other Information/Recommendation:

Staff recommends the sale be approved.

Attachments:

1. Map Meadowcreek Addtn Park lots

Map Meadowcreek Addtn Park lots.pdf

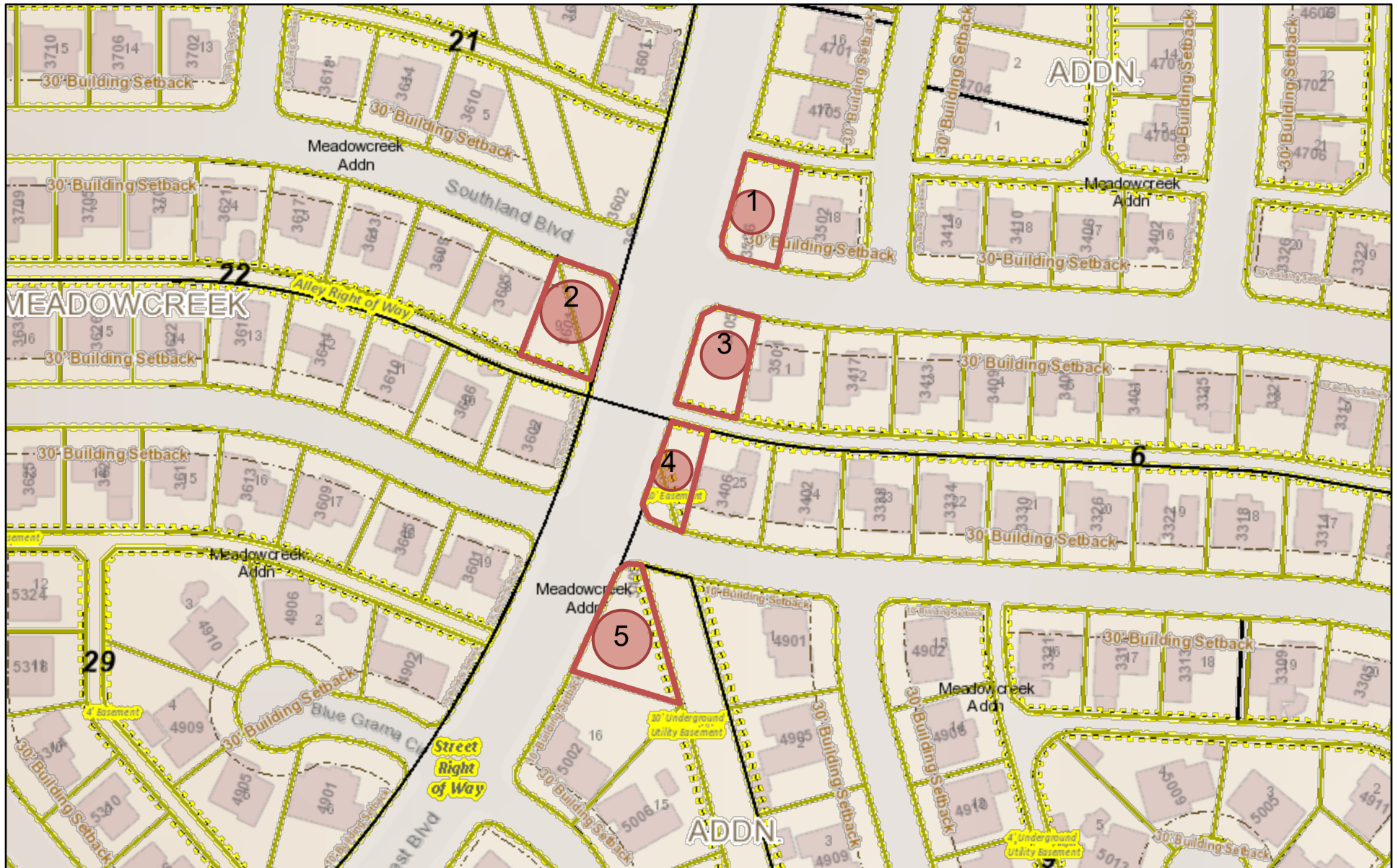
Presentation:

Approvals/Reviews:

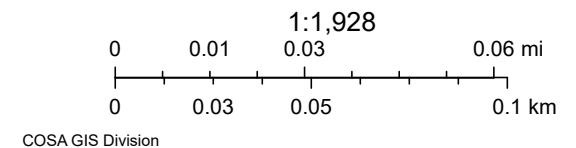
Cynthia Preas
Cynthia Preas
Theresa James
Anthony Wilson
Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Approved
Final Approval

Meadowcreek Addition "Park" lots



August 27, 2018



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4407

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property (Cindy Preas)

1. Lot 19, Block 2, Eastland Heights Addition (\$1,200)
2. Lot 20, Block 2, Eastland Heights Addition (\$1,200)

Summary/History:

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

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|--|---|
| 1. Property Analysis L19, B2, Eastland Heights | Property Analysis L19, B2, Eastland Heights.pdf |
| 2. Property Analysis L20, B2, Eastland Heights | Property Analysis L20, B2, Eastland Heights.pdf |
| 3. Tax Resale Resolution | Tax Resale Resolution.docx |

Presentation:

Approvals/Reviews:

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

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 19, Block 2, Eastland Heights Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 144, Page 307, Deed Records, Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: B-06-0174-T

Location: Scout Street

City of San Angelo, et al. Fred Laud
vs.

Tax ID Number: Acct #08-21200-0002-019-00

Judgment Date: November 14, 2007

Date of Sheriff's Sale: October 7, 2008

Sheriff's Deed Recorded: October 22, 2008

Years Held in Trust

10 Years

Adjudge Value: \$ 1,200.00

Urban Redevelopment Program?

No

Amount of Offer: \$ 1,200.00

Purchaser: Floyd Properties, LLC

	Amounts Due		Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
	Fees	Judgment				
Administration Fee	\$500.00		\$500.00	0.00%		\$500.00
1/2 closing costs Surety	\$112.50		\$112.50			\$112.50
Maintenance Fee	\$0.00		\$0.00			\$0.00
District Clerk	\$333.00		\$333.00	65.12%		\$216.84
Sheriff's Fee	\$100.00		\$100.00	65.12%		\$65.12
Attorney Fee	\$300.00		\$300.00	65.12%		\$195.35
Municipal Liens		\$0.00				\$0.00
Taxes		\$1,102.00		10.00%		\$110.20
Total	\$1,345.50	\$1,102.00	\$1,345.50		\$0.00	\$1,200.00
Actual Total Amt Due		\$2,447.50				

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

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 20, Block 2, Eastland Heights Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 145, Page 34, Deed Records of Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: B-06-0171-T

Location: Scout Street

City of San Angelo, et al. J H Oatman
vs.

Tax ID Number: Acct #08-21200-0002-020-00

Judgment Date: November 14, 2007

Date of Sheriff's Sale: October 7, 2008

Sheriff's Deed Recorded: October 22, 2008

Years Held in Trust

10 Years

Adjudge Value: \$ 1,200.00

Urban Redevelopment Program?

No

Amount of Offer: \$ 1,200.00

Purchaser: Floyd Properties, LLC

	Amounts Due		Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
	Fees	Judgment				
Administration Fee	\$500.00		\$500.00	0.00%		\$500.00
1/2 closing costs Surety	\$112.50					\$112.50
Maintenance Fee	\$0.00		\$0.00			\$0.00
District Clerk	\$333.00		\$333.00	64.34%		\$214.25
Sheriff's Fee	\$100.00		\$100.00	64.34%		\$64.34
Attorney Fee	\$300.00		\$300.00	64.34%		\$193.01
Municipal Liens		\$0.00		0.00%		\$0.00
Taxes		\$1,159.00		10.00%		\$115.90
Total	\$1,345.50	\$1,159.00	\$1,233.00		\$0.00	\$1,200.00
Actual Total Amt Due		\$2,504.50				

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

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

WHEREAS, by Sheriff's Sale, the properties described below were struck-off to the City of San Angelo, Trustee, pursuant to a delinquent tax foreclosure decree of the 119th Judicial District, Tom Green County, Texas; and

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

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

Conveying to:

Floyd Properties, LLC. (\$1,200)

Lot 19, Block 2, Eastland Heights Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 144, Page 307, Deed Records of Tom Green County, Texas, described in Judgment foreclosing tax lien entered November 14, 2007, 119th District Court, Tom Green County, Cause No. B-06-0174-T, and conveyed by Sheriff's Deed dated October 21, 2008, recorded as Instrument No. 660131.
Acct. #08-21200-0002-019-00

Floyd Properties, LLC. (\$1,200)

Lot 20, Block 2, Eastland Heights Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 145, Page 34, Deed Records of Tom Green County, Texas, described in Judgment foreclosing tax lien entered November 14, 2007, 119th District Court, Tom Green County, Cause No. B-06-0171-T, and conveyed by Sheriff's Deed dated October 21, 2008, recorded as Instrument No. 660132.
Acct. #08-21200-0002-020-00

APPROVED AND ADOPTED ON THE _____ DAY OF _____, 2018.

THE CITY OF SAN ANGELO

Attest:

Brenda Gunter, Mayor

Julia Antilley, Interim City Clerk

Approved As to Content:

Cynthia S. Preas, Real Estate Manager

Approved As to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4407

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider authorizing the City Manager to enter into a new Recreational and Agricultural Lease Agreement for .28 Acres out of Section 4, Group Red Bluff, Lake Nasworthy Addition, and adjacent to Lake Nasworthy (Cindy Preas)

Summary/History:

Alfred W. Strain and Barbara Strain request to enter into a Recreational and Agricultural Lease Agreement for .28 acres of land out of Section 4, Group Red Bluff, Lake Nasworthy Addition and located adjacent to Strain property. The Lease Premises includes a portion of a Lake Nasworthy cove, which ends at the Strain property. Staff recommends a term beginning November 1, 2018, and expiring May 30, 2022, the expiring term coincides with all other Recreational and Agricultural Leases.

The above area has not been previously leased. The requestor accepts the leased property "as is", and per the lease agreement will be responsible for future maintenance of the leased property.

Water Utilities Department manages the property and is agreeable to the lease and placement of a boat dock in the cove and on the leased premises.

Financial Impact:

New yearly revenue: \$295.00

The annual lease fee is governed by the City of San Angelo Code of Ordinances, Article A6.001(3):

\$14.00.....per acre

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

\$250.00.....recreation fee

In addition to the annual lease fee, the leaseholder is required to pay \$276.00 Granting Fee at the time of lease execution, as governed by the City of San Angelo Code of Ordinances, Article A6.001(2).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

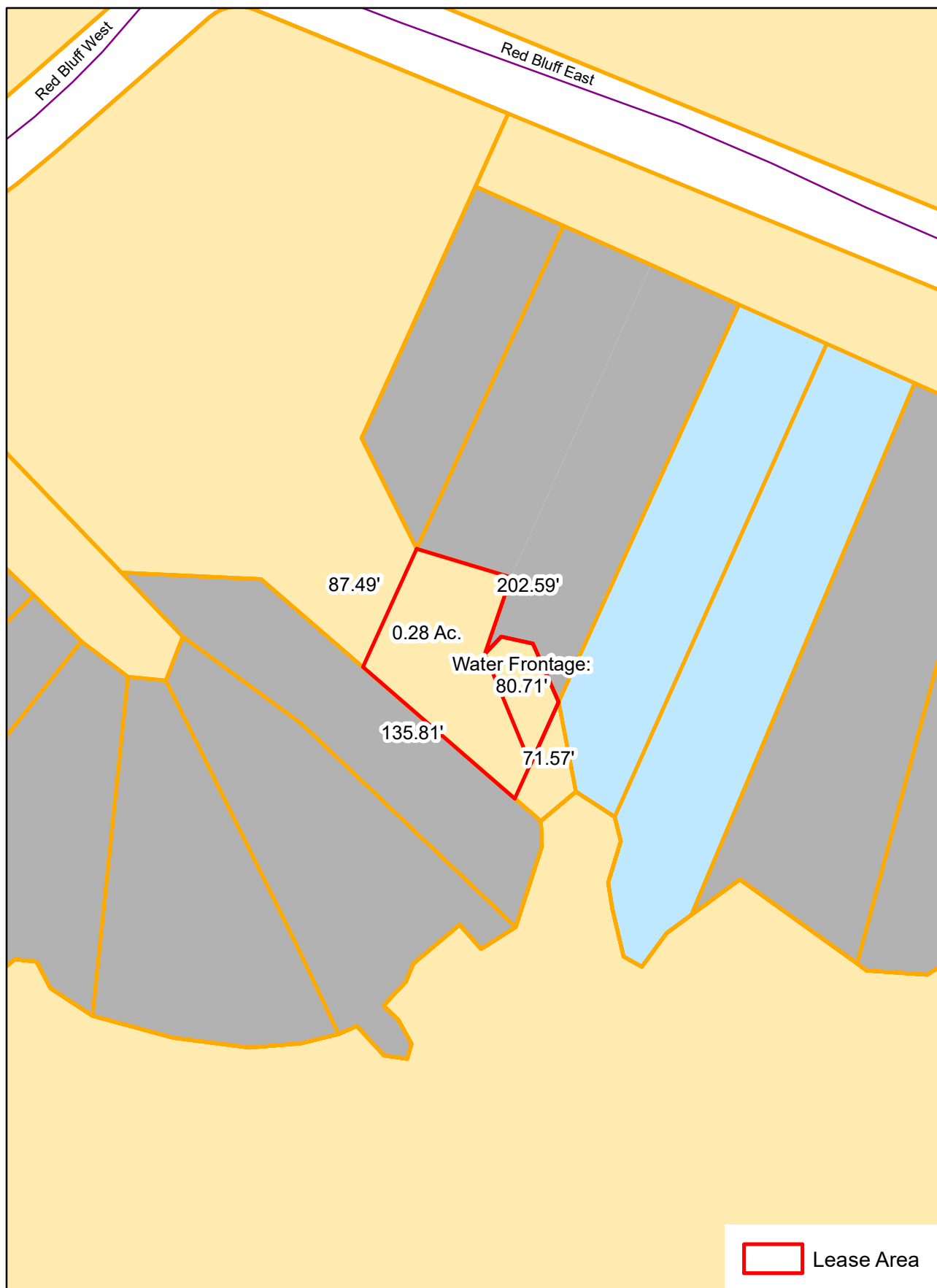
1. Map_RecLeaseAlfredStrain

Map_RecLeaseAlfredStrain.pdf

Presentation:

Approvals/Reviews:

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



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shannon Scott, Economic Development Specialist, Economic Development, 325.653.7197

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider ratifying COSADC's approval of a resolution authorizing the COSADC membership in The High Ground of Texas (Guy Andrews)

Summary/History:

The High Ground of Texas is a marketing coalition made up of over 75 members with economic development interests in the region. Developed in 1988, the High Ground represents cities, counties and organizations in the West Texas region. The main purpose of the High Ground is to create jobs and increase the tax base of the region. We continue to have a strong presence on the regional, state, and national level with an emphasis on marketing the region to prospective new industries, networking, economic development, education, and providing a common voice on issues that affect the region.

At the regular COSADC meeting on September 26, 2018 staff made a presentation regarding membership in The High Ground of Texas.

As a result of that presentation, the COSADC Board directed staff to prepare an Agenda Item for the October 24, 2018 Board Meeting where the resolution was approved for membership into the High Ground of Texas. Additional supporting information is attached.

Financial Impact:

\$25,000 for a Foundation level membership

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | 18-XXXX_COSADC_HGT_MEMBERSHIP_RESO | 18-XXXX_COSADC_HGT_MEMBERSHIP_RESO.docx |
| 2. | MEMBERSHIPS IN THE HIGH GROUND OF TEXAS | MEMBERSHIPS IN THE HIGH GROUND OF TEXAS.docx |
| 3. | The High Ground of Texas | The High Ground of Texas.pptx |

Presentation:

Approvals/Reviews:

Shannon Scott
Guy Andrews
Theresa James

Created/Initiated
Approved
Approved

Anthony Wilson
Candice Blake
Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Approved
Approved
Approved
Final Approval

**A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION
AUTHORIZING CORPORATE MEMBERSHIP IN THE “HIGH GROUND OF TEXAS”
REGIONAL ECONOMIC DEVELOPMENT MARKETING COALITION (HGT);
DIRECTING THE BOARD PRESIDENT TO EXECUTE A MEMBERSHIP APPLICATION
AND RELATED DOCUMENTS; APPROVING AN ANNUAL MEMBERSHIP FEE OF UP
TO \$15,000; AND, DIRECTING THE BOARD PRESIDENT WITH ASSISTANCE OF THE
DIRECTOR OF ECONOMIC DEVELOPMENT TO PURSUE REPRESENTATION OF THE
CORPORATION ON THE HGT BOARD OF DIRECTORS.**

WHEREAS, the City of San Angelo Development Corporation is a type 4B development corporation organized pursuant to the Texas Development Corporation Act and is authorized to expend not more than ten percent of corporate revenues for promotional purposes; and,

WHEREAS, regional economic development organizations provide the means for collaboration, the pooling and leveraging of otherwise limited marketing resources, taking advantage of scale, expanding the capacity for growth, securing political support, and boosting widespread economic development; and,

WHEREAS, “The High Ground of Texas” is a regional economic development coalition that cooperatively markets the Panhandle, South Plains, and Permian Basin, made up of over seventy-five development corporation and community members, and as such, is one of the most important economic development partners in the region; and,

WHEREAS, the board has determined that membership in the HGT will serve the purposes of the corporation to develop and expand business, commerce, industry, higher education and job training in the San Angelo region;

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

Corporate membership in the “High Ground of Texas” regional economic development marketing coalition is hereby authorized. The Board President is directed to execute a membership application and related documents for an annual membership fee not to exceed \$15,000, subject to ratification by City Council. The Board President is further authorized, with assistance of the Director of Economic Development, to pursue representation of the corporation on the HGT board of directors.

PASSED, APPROVED, and ADOPTED on this the 24th day of October, 2018.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

By: _____

Edward Carrasco, President

ATTEST:

By: _____

Nora Nevarez, Corporation Secretary

RATIFIED by City Council this 6th day of November, 2018.

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

MEMBERSHIPS IN THE HIGH GROUND OF TEXAS

At the September 26, 2018 COSADC Board Meeting, a presentation was made regarding membership in The High Ground of Texas. I have attached a copy of the presentation for reference.

The Board's directive was to prepare an Agenda Item for the October 24, 2018 Board Meeting to consider approval of membership in this organization by resolution. At this meeting, the resolution for membership was approved by the COSADC Board. Copies of the resolution are attached.

Board members also requested some additional information concerning this organization. Following are links to each of the websites where you will find additional information including membership information:

The High Ground of Texas:

https://www.youtube.com/watch?v=5k_7f5rN25c – A must see video! Short version.

<https://www.youtube.com/watch?v=EV94WSPEals> – Longer version.

<http://highground.org/> - Official Website

<https://www.facebook.com/TheHighGroundOfTexas/>

The minimum level for San Angelo is \$15,000 annually. This is at the Platinum level, and we would be the only member in that category. All of the other communities that are over 100,000 have joined as Foundation members at the \$25,000 level. This includes Amarillo, Abilene, Lubbock, Midland, and Odessa. My initial thought was to come back into The High Ground at the minimum level of \$15,000, but after determining that we would be the only member at that level, I recommend that we come in as equal partners with the other larger cities as a Foundation Member at a \$25,000 level.

The High Ground of Texas



The High Ground of Texas



The high ground of Texas is the largest regional economic development organization in the United States.



About the High Ground

- The High Ground of Texas is a marketing coalition made up of over 75 members with economic development interests in the region.
- Developed in 1988, the High Ground represents cities, counties and organizations in the West Texas region.
- The main purpose of the High Ground is to create jobs and increase the tax base of the region.

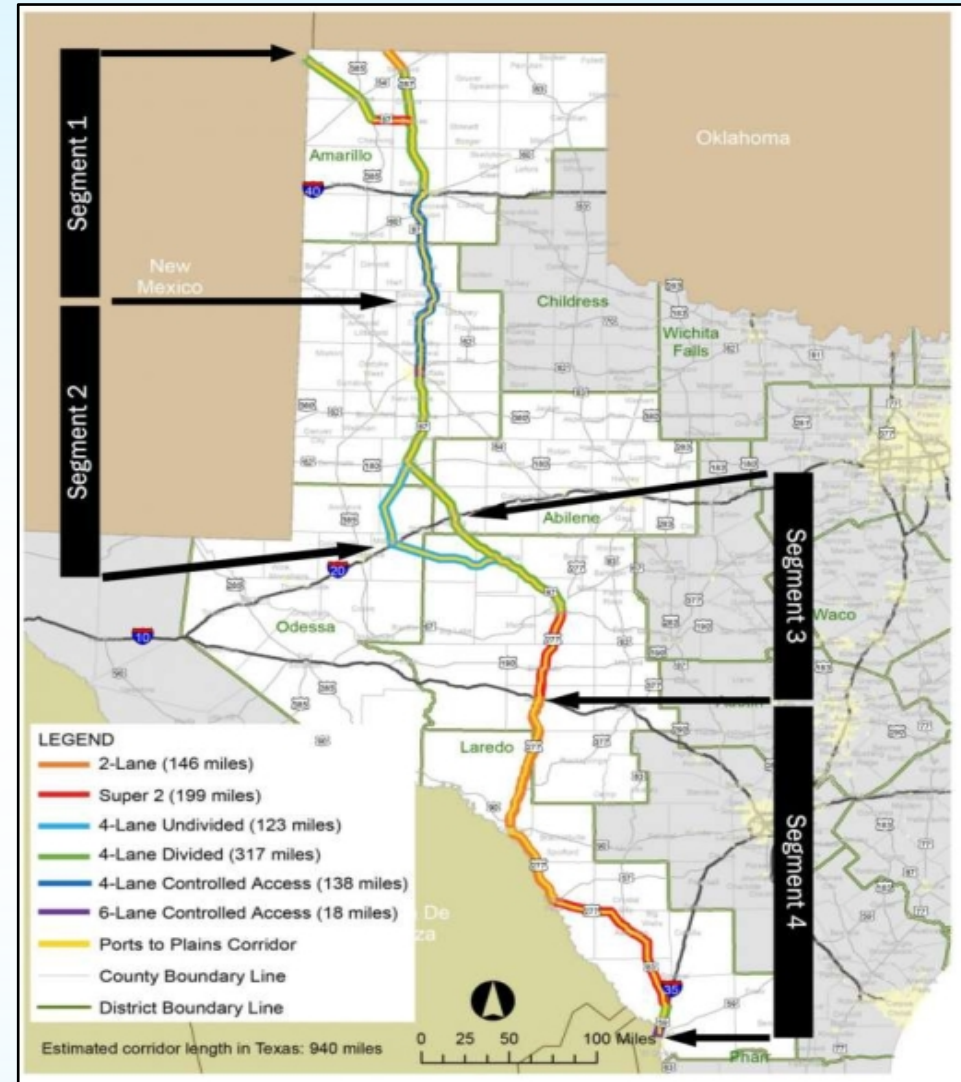
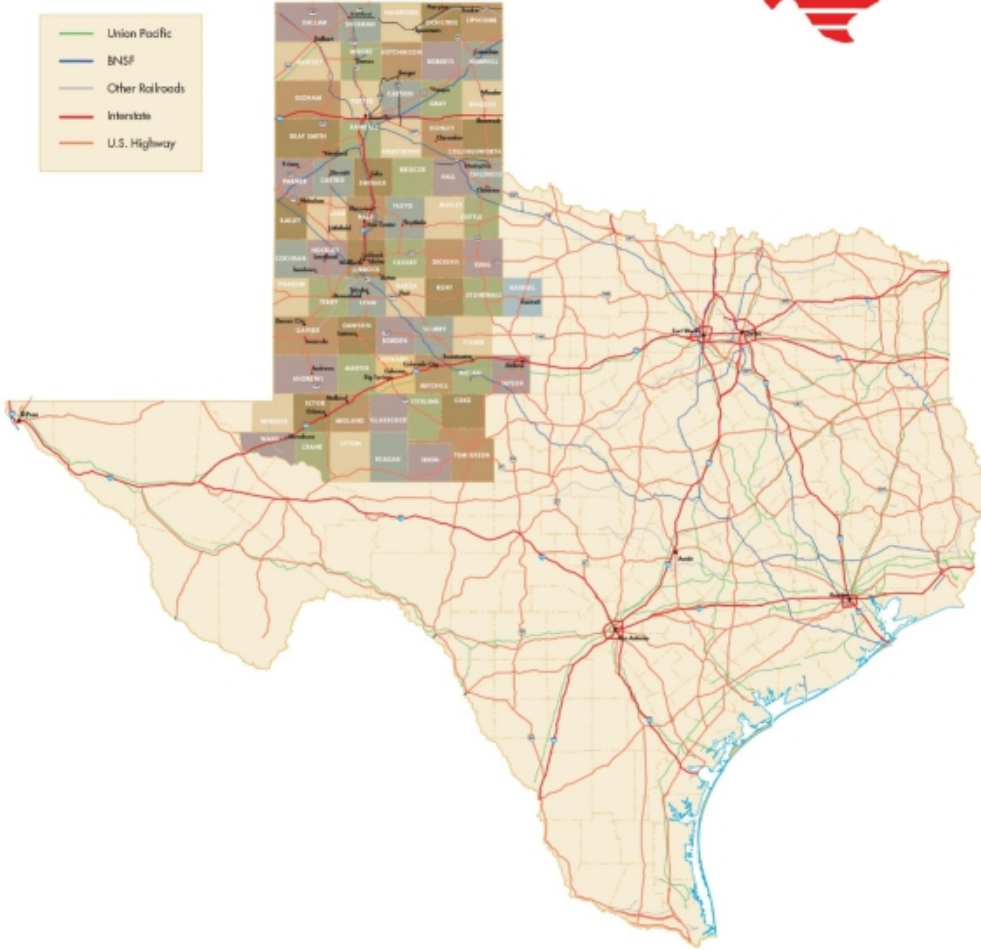
About the High Ground

- We continue to have a strong presence on the regional, state, and national level with an emphasis on marketing the region to prospective new industries, networking, economic development, education, and providing a common voice on issues that affect the region.
- The organization is membership-based and is supported by a 15 person board. The board is made up of Foundation Members, COG representatives and eight at-large members from around the region.

The High Ground of Texas Transportation



- Union Pacific
- BNSF
- Other Railroads
- Interstate
- U.S. Highway



Industry Focus



Reasons to join the High Ground of Texas

- **Collaboration:** A long-standing code of conduct in The High Ground is: Help your Neighbor. The attitude of “What’s good for one is good for all” continues to breed successful ventures. When you choose to join the High Ground City, expect a “package deal” – a friendly region that will help support you.
- **Networking:** The High Ground of Texas is a 75 member strong organization that has experienced everything you can imagine in the world of Economic Development from big city to small town USA. Our members are willing to help with anything your organization may need.



Reasons to join the High Ground of Texas

- **Professional Development:** The High Ground offers two meetings a year and various training sessions to help you stay informed on industry trends and the latest news in the world of Economic Development.
- **Strong Legislative Voice:** The High Ground has 3 State Senators and 10 State Representatives in our area that support the Economic Development needs of our area.

Reasons to join the High Ground of Texas

- Membership is \$15,000 annually
- San Angelo would become a Platinum member with a seat on the Board of Directors

Reasons to join the High Ground of Texas

EDC Foundation Members (\$25,000)

Abilene Industrial Foundation

Amarillo Economic Development Corporation

Lubbock Economic Development Alliance

Midland Development Corporation

Odessa Development Corporation



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shannon Scott, Economic Development Specialist, Economic Development, 325.653.7197

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider ratifying COSADC's approval of a resolution authorizing the COSADC membership in The Texas Midwest Community Network (Guy Andrews)

Summary/History:

Texas Midwest Community Network (TMCN) was founded in 1994 to provide a means by which communities in the region could work together to accomplish what one community cannot do alone. Each program and activity sponsored by TMCN is designed to accomplish the goals outlined in the Mission Statement and allow members the opportunity to share ideas and collaborate when possible. Membership in TMCN is comprised of communities within the West Central Texas region with each member community represented by a delegate and alternate.

At the regular COSADC meeting on September 26, 2018 staff made a presentation regarding membership in The TMCN.

As a result of that presentation, the COSADC Board directed staff to prepare an Agenda Item for the October 24, 2018 Board Meeting where the resolution was approved for membership into The TMCN.

Additional supporting information is attached.

Financial Impact:

\$5,000 annual membership fee

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | 18-XXXX_COSADC_TMCN_MEMBERSHIP_RESO | 18-XXXX_COSADC_TMCN_MEMBERSHIP_RESO.docx |
| 2. | MEMBERSHIP IN THE TEXAS MIDWEST COMMUNITY NETWORK | MEMBERSHIP IN THE TEXAS MIDWEST COMMUNITY NETWORK.docx |
| 3. | Texas Midwest Community Network | Texas Midwest Community Network.pptx |

Presentation:

Approvals/Reviews:

Shannon Scott
Guy Andrews
Theresa James

Created/Initiated
Approved
Approved

Anthony Wilson
Candice Blake
Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Approved
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AUTHORIZING CORPORATE MEMBERSHIP IN THE “TEXAS MIDWEST COMMUNITY NETWORK” (TMCN), A REGIONAL ORGANIZATION FOR NETWORKING COMMUNITY LEADERS AND COORDINATING ECONOMIC DEVELOPMENT PROGRAMS TO BENEFIT THE REGION; DIRECTING THE BOARD PRESIDENT TO EXECUTE A MEMBERSHIP APPLICATION AND RELATED DOCUMENTS; APPROVING AN ANNUAL MEMBERSHIP FEE OF UP TO \$5,000; AND, DIRECTING THE BOARD PRESIDENT WITH ASSISTANCE OF THE DIRECTOR OF ECONOMIC DEVELOPMENT TO PURSUE REPRESENTATION OF THE CORPORATION ON THE TMCN BOARD OF DIRECTORS.

WHEREAS, the City of San Angelo Development Corporation is a type 4B development corporation organized pursuant to the Texas Development Corporation Act and is authorized to expend not more than ten percent of corporate revenues for promotional purposes; and,

WHEREAS, regional economic development networking organizations provide the means for collaboration, the pooling and leveraging of otherwise limited marketing resources, taking advantage of scale, expanding the capacity for growth, securing political support, and boosting regional economic development; and,

WHEREAS, “The Texas Midwest Community Network” is a regional economic development networking organization made up of over fifty development corporation and community members, collaborating to achieve economic and community growth in the region; and,

WHEREAS, the board has determined that membership in the TMCN will serve the purposes of the corporation to develop and expand business, commerce, industry, higher education and job training in the San Angelo region;

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

Corporate membership in the “Texas Midwest Community Network” a regional organization for networking community leaders and coordinating economic development programs to benefit the region is hereby authorized. The Board President is directed to execute a membership application and related documents for an annual membership fee not to exceed \$5,000, subject to ratification by City Council. The Board President is further authorized, with assistance of the Director of Economic Development, to pursue representation of the corporation on the TMCN board of directors.

PASSED, APPROVED, and ADOPTED on this the 24th day of October, 2018.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

By: _____
Edward Carrasco, President

ATTEST:

By: _____
Nora Nevarez, Corporation Secretary

RATIFIED by City Council this 6th day of November, 2018.

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

MEMBERSHIP IN THE TEXAS MIDWEST COMMUNITY NETWORK

TMCN:

<https://www.facebook.com/TexasMidwest/>

<http://myemail.constantcontact.com/Your-TMCN-E-Update-Has-Arrived-.html?soid=1102938290336&aid=XNQgoWykU30>

– Provides some good examples of the things TMCN is doing.

Membership in TMCN is \$5,000 annually.

Funding would be included in the 2018-2019 Budget under 41200 Partner Affiliations which currently contains Ports-to-Plains - (\$60,297) and I-14 - (\$15,000) memberships. Since the Budget has already been approved, a budget amendment would be required and I suggest that dollars could be reallocated from 452900 Future Projects.

COSADC Board in September 26th Meeting directed staff to bring this item to the October 24th Meeting where the membership in this organization was approved.

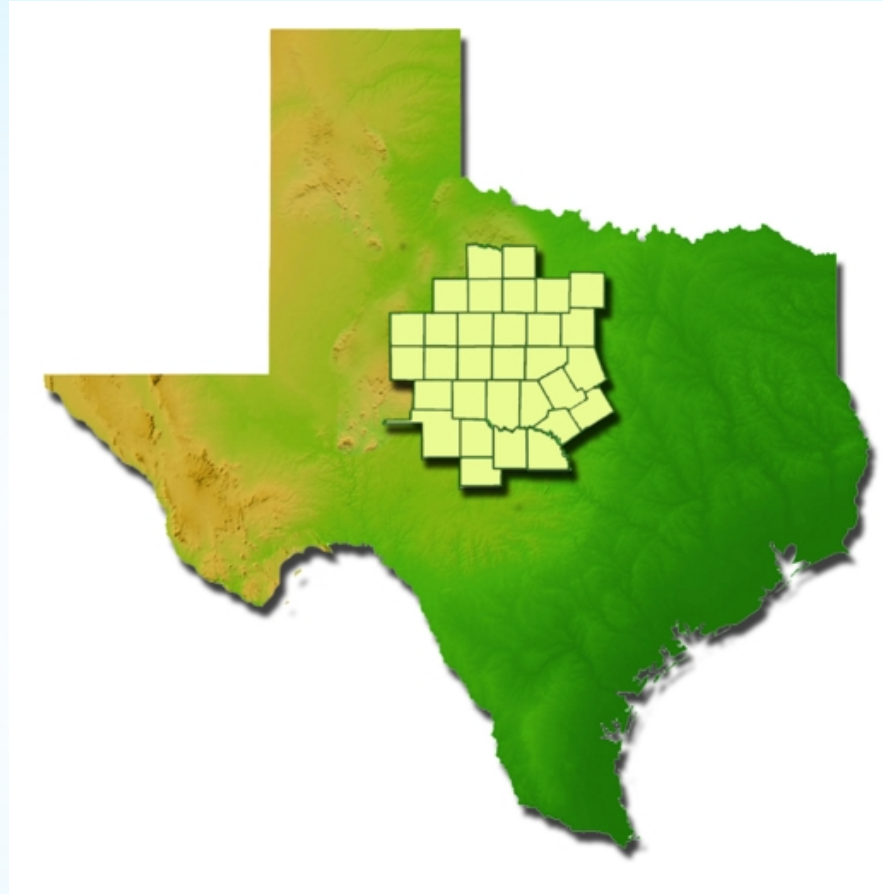
Guy Andrews and Michael Looney have been in discussion with Kevin Carter, Executive Director of the High Ground of Texas, and Kathy Keane, Executive Director of the Texas Midwest Community Network (TMCN) concerning re-instating our memberships in these regional economic development organizations. Michael Looney and I are firm believers in the value of San Angelo being a part of both of these organizations. In my opinion, the major advantage of a regional approach is that communities can achieve more by working together. Regional economic development organizations allow for increased coordination and communication, resulting in more efficient use of resources. Regions are able to pool and leverage limited resources to ensure the broad region is appropriately served. This collaboration facilitates an environment where stakeholders can address issues that once put them at odds with each other. Additionally, larger groups are more effective at voicing issues of a collective concern than smaller local divisions; thus, maximizing political influence. I do not think we should view San Angelo as a “fortress” unto itself, but a city that has been blessed and in turn blesses others around us that may not have the same advantages. Annual membership in The High Ground of Texas is \$15,000 annually, and TMCN is \$5,000 annually. I will be bringing a request for funding to the September 26th COSADC Board meeting.

In summary:

- ★ **Collaboration:** A long-standing code of conduct in The High Ground is: Help your Neighbor. The attitude of “What’s good for one is good for all” continues to breed successful ventures. When you choose to join the High Ground city, expect a “package deal” – a friendly region that will help support you.
- ★ **Networking:** The High Ground of Texas is a 75 member strong organization that has experienced everything you can imagine in the world of Economic Development from big city to small town USA. Our members are willing to help with anything your organization may need.
- ★ **Professional Development:** The High Ground offers two meetings a year and various training sessions to help you stay informed on industry trends and the latest news in the world of Economic Development.
- ★ **Strong Legislative Voice:** The High Ground has 3 State Senators and 10 State Representatives in our area that support the Economic Development needs of our area.

Texas Midwest Community Network





REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shannon Scott, Economic Development Specialist, Economic Development, 325.653.7197

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider ratifying COSADC's approval of a resolution authorizing the Board President to negotiate and execute a Second Amendment to Lease Agreement with Angelo State University for office space in the Business Resource Center, and Memorandum of Understanding providing for an adjustment in rent and assumption by ASU and the Small Business Development Center of marketing, recruitment and related services for the Business Factory/Incubator Program (Guy Andrews)

Summary/History:

ASU SBDC requires a lease for office space in the Business Resource Center. Lease shall be renewed and extended for an additional twenty-four (24) month period, beginning September 1, 2018, and terminating on August 31, 2020. The annual rent will adjust to \$10 per year during this two (2) year period.

COSADC will do the following:

- Continue to maintain contractual agreements with and provide requirements to incubator clients
- Continue to manage facility and responsibility for all repairs and maintenance
- Continue to maintain all service contracts for incubator amenities i.e. copier, Wi-Fi etc.
- Continue to collect rent and service fees from incubator clients
- Reimburse SBDC for mutually agreed upon advertising expenses

ASU SBDC will be responsible for the following:

- Assume responsibility for marketing the Business Factory as a partnership program between COSADC and ASU SBDC to secure incubator clients
- Assume responsibility for the recruitment of incubator clients, including referral of applications to the Business Factory Advisory Panel (BFAP) and consideration of the panel's findings and recommendations
- Assume orientation of clients to business incubator and liaison with COSADC on requirements, policies, and responsibilities of clients in the business incubator
- Continue business development efforts with incubator clients with no-cost and confidential one-on-one business advising and no cost to low-cost business training
- Assume responsibility for assisting incubator clients through advisory panel reporting
- Receive a rent reduction to \$10 annually for the length of the MOU/lease amendment

Financial Impact:

Rent reduction to \$10 annually for the length of the MOU/lease amendment.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------------------|---|
| 1. | 19-028_COSADC_ASU_LEASE_AMEND-2 | 19-028_COSADC_ASU_LEASE_AMEND-2.docx |
| 2. | 19-028_COSADC_ASU_LEASE_AMEND-2_RESO | 19-028_COSADC_ASU_LEASE_AMEND-2_RESO.docx |
| 3. | ASU SBDC Lease Power Point | ASU SBDC Lease Power Point.pptx |

Presentation:

Approvals/Reviews:

Shannon Scott	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

LEASE**ANGELO STATE UNIVERSITY****AMENDMENT****SAN ANGELO, TEXAS**

LEASED PREMISES: Business Resource Center
69 North Chadbourne St.
San Angelo, TX 76903-5848
Suites 110.0 – 110.10

AMENDMENT NO: 2

DATE: September 1, 2018

LESSOR: City of San Angelo
Development Corporation
69 North Chadbourne St.
San Angelo, Texas 76903

ACCOUNT NUMBER(S):
Program Income

The original Lease Agreement that commenced on September 1, 2016 and ends on August 31st 2020 and renews at an annual rent of \$22,488 (reduced to \$13,494 from lease amendment number 1) on the above referenced leased property is hereby renewed and extended, under the following terms and conditions: **The lease shall be renewed and extended for an additional twenty-four month period (24) month period, beginning September 1, 2018 and terminating on August 31, 2020. The annual rent will adjust to \$10 per year during this two year period.** All other terms and conditions of the original Lease Agreement shall remain in full force and effect. A MOU between COSADC and ASU detailing the Business Factory partnership between COSADC and the ASU SBDC is attached. ASU SBDC will assume the marketing, recruitment and business development services for the Business Factory, a program of COSADC.

This Lease Amendment is not valid until fully executed by the Lessee and Lessor.

City of San Angelo Development Corporation**Angelo State University**

69 North Chadbourne Street
San Angelo, Texas 76903

Mayer Administration Bldg., Ste. 213
Station #11007
San Angelo, Texas 76909

BY: _____
Ed Carrasco, Board President

BY: _____
Brian J. May, President

DATE: _____

DATE: _____

REVIEWED FOR FISCAL IMPLICATIONS

Angie Wright, Vice President of Finance
& Administration

DATE: _____

See attached supporting documents

**MEMORANDUM OF UNDERSTANDING (MOU) BY AND
BETWEEN THE CITY OF SAN ANGELO DEVELOPMENT
CORPORATION (COSADC), OPERATOR OF THE BUSINESS
RESOURCE CENTER (BRC), AND ANGELO STATE UNIVERSITY
(ASU) RELATING TO A PARTNERSHIP IN THE OPERATION OF
THE BUSINESS FACTORY.**

WHEREAS, the City of San Angelo Development Corporation (COSADC) is a Texas non-profit development corporation organized pursuant to the Texas Development Corporation Act for purposes of promoting the development of new and expanding enterprises which create or retain jobs; and, the Business Factory (Business Incubator) is a program of COSADC, and,

WHEREAS, the Angelo State University (ASU), a member of the Texas Tech University System, is a state institution of higher learning, and, the Small Business Development Center (SBDC) is a small business outreach and assistance program in the ASU Norris-Vincent College of Business.

NOW, THEREFORE, the COSADC and ASU enter into the following Memorandum of Understanding (MOU) and agree as follows:

In regards to Business Factory program, COSADC will:

1. Continue to maintain contractual agreements with and provide requirements to incubator clients.
2. Continue to manage facility and responsibility for all repairs and maintenance.
3. Continue to maintain all service contracts for incubator amenities i.e. copier, Wi-Fi etc.
4. Continue to collect rent and service fees from incubator clients.
5. Reimburse SBDC for mutually agreed upon advertising expenses.

In regards to the Business Factory program, ASU SBDC will:

1. Assume responsibility for marketing the Business Factory as a partnership program between COSADC and ASU SBDC to secure incubator clients.
2. Assume responsibility for the recruitment of incubator clients, including referral of applications to the Business Factory Advisory Panel (BFAP) and consideration of the panel's findings and recommendations.
3. Assume orientation of clients to business incubator and liaison with COSADC on requirements, policies, and responsibilities of clients in the business incubator.
4. Continue business development efforts with incubator clients with no-cost and confidential one –on-one business advising and no-cost to low-cost business training.
5. Assume responsibility of assisting incubator clients through the advisory panel reporting process.
6. Receive a rent reduction to \$10 annually for the length of the MOU/lease amendment.

1. Term of Agreement. The original term of this agreement starts October 1, 2018 and ends August 30, 2020. Thereafter, this agreement shall automatically renew on an annual basis unless 60 days written notice of intent to terminate the agreement is given by ASU to COSADC or if COSADC notifies the ASU. Any party may terminate their contractual obligation to this agreement at any time, with or without cause, by giving 60 days written notice of its intent to terminate.
2. Notice. Any notice to be given hereunder by any Party(s) to the other Parties shall be in writing and sent by first class U.S. mail, registered or certified, return receipt requested as follows:

CITY OF SAN ANGELO DEVELOPMENT CORPORATION
Attention: Board President
69 N. Chadbourne St.
San Angelo, Texas 76903

With a copy to:
City Attorney's Office
P.O. Box 1751
San Angelo, Texas 76902

ANGELO STATE UNIVERSITY
Attention: President
2601 W. Avenue N
San Angelo, Texas 76909

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized officer as required by law, in multiple counterparts each of which shall be deemed to be an original, on the date specified.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

By: _____,
Ed Carrasco, Board President

ITS: _____

DATE: _____, 2018

ANGELO STATE UNIVERSITY

By: _____,
Brian J. May, President

ITS: _____

DATE: _____, 2018

Memorandum of Understanding between COSADC and ASU RE: Business FactoryProgram

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE PRESIDENT TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO LEASE AGREEMENT WITH ANGELO STATE UNIVERSITY (ASU) AND MEMORANDUM OF UNDERSTANDING PROVIDING FOR AN ADJUSTMENT IN RENT AND ASSUMPTION BY ASU AND THE SMALL BUSINESS DEVELOPMENT CENTER (SBDC) OF MARKETING, RECRUITMENT AND RELATED SERVICES NECESSARY FOR OPERATION OF THE BUSINESS FACTORY/INCUBATOR PROGRAM AT THE BUSINESS RESOURCE CENTER (BRC) AS APPROVED BY CITY COUNCIL.

WHEREAS, the City of San Angelo Development Corporation (COSADC) entered into a Lease Agreement with Angelo State University (ASU) for certain office space in the Business Resource Center (BRC), effective September 1, 2016 and renewing annually to August 31, 2020 (the "Lease"); and,

WHEREAS, the Lease was amended by First Amendment effective September 1, 2017, renewing the lease for twenty-four months and adjusting rent; and,

WHEREAS, the parties desire to amend the lease a second time for purposes of extending the lease through August 31 2020, reducing rent, and entering into a Memorandum of Understanding (MOU) providing that ASU and its Small Business Development Center (SBDC) assume marketing, recruitment and other services necessary for operation of the Business Factory/Incubator Program.

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

The City of San Angelo Development Corporation authorizes the Board President to negotiate and execute on behalf of the corporation a Second Amendment to the Lease with Angelo State University of certain office space in the Business Resource Center for purposes of reducing rent and entering into a Memorandum of Understanding (MOU) with ASU providing that ASU and its Small Business Development Center (SBDC) assume marketing, recruitment and other services necessary for operation of the Business Factory/Incubator Program, said First Amendment to Lease and MOU to be in substantially

the attached form and subject to approval of the City of San Angelo City Council.

PASSED, APPROVED, and ADOPTED on this the 24th day of October, 2018.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

ATTEST:

Edward Carrasco, President

Nora Nevarez, Corporate Secretary
APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Dan T. Saluri, Deputy City Attorney

Guy Andrews, Director of
Economic Development

RATIFIED by City of San Angelo City Council this 6th day of November, 2018.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, Interim City Clerk

Business Factory-Business Incubator

- Second amendment and MOU to 2016 lease with ASU and COSADC

Memorandum of Understanding:

COSADC :

- Continue to collect all client rent and service fees
- Continue to manage facilities and equipment
- Continue to maintain contractual agreement's with current and future incubator clients
- Continue to develop rules and requirements

Business Factory-Business Incubator

ASU SBDC:

- Assume responsibility for marketing & recruitment of new incubator clients, and business development efforts of new and current incubator clients
- Act as a liaison with COSADC requirements
- Assist clients with Business Factory Advisor Panel reporting and entry applications
- Will supply two Norris-Vincent COB graduate assistants to work on Business Factory (annual cost of \$20,000+)
- Rent reduction to \$10 annually from current \$13,493

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to negotiate and execute Contract Number 3 with Centurion Planning & Design, LLC in the amount of \$120,991 for professional consulting services offered pursuant to RFQ AP-01-18 "City of San Angelo Professional Services-Airport Planning Services", required for ancillary airport land use development strategy and planning for various undeveloped properties located at the San Angelo Regional Airport—Mathis Field, relating to proposed development of a business and industrial park at the airport (Mitch Sprunger)

Summary/History:

This contract will provide professional planning services by Centurion in conjunction with their work on the overall Airport Master Plan. A total of \$743,700 is being funded by the FAA under AIP 2018 Grant No. 3-48-0191-038-2018 for eligible areas of the airport. (see attached Contract No. 1) COSADC has approved, with Council ratification, funding up to \$120,991 for master planning those areas not eligible for FAA funding including a potential business & industrial park to be located on airport property. This project was approved by COSADC at its meeting of August 22, 2018, and subsequently approved by City Council on September 4, 2018. This project also requires a Memorandum of Understanding (MOU) between COSADC and the City which was approved by COSADC on September 26, 2018, and by City Council on October 16, 2018.

Financial Impact:

\$120,991 from COSADC Acct No. 452-900 Future Projects to the new project. A Budget amendment required.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | 18-804-A_AP-01-
18_CENTERION_BI_PARK_RESO_FINAL | 18-804-A_AP-01-
18_CENTERION_BI_PARK_RESO_FINAL.pdf |
| 2. | 18-804-A_AP-01-
18_CENTURION_BUS_PK_K_No3_FINAL | 18-804-A_AP-01-
18_CENTURION_BUS_PK_K_No3_FINAL.pdf |
| 3. | EXECUTED CENTURION_PROF_SVCS_K_No1 | EXECUTED CENTURION_PROF_SVCS_K_No1.pdf |

Presentation:

Approvals/Reviews:

Robert Schneeman
Guy Andrews
Mitch Sprunger

Created/Initiated
Approved
Approved

Theresa James
Anthony Wilson
Candice Blake
Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

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 FOR NON FAA FUNDED AREAS OF THE SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD; 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 \$120,991.

WHEREAS, the City of San Angelo owns and operates the San Angelo Regional Airport—Mathis Field, and requires professional consultant 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 for areas of the airport not considered allowable costs under the FAA AIP 218 Grant are required for land use planning, development and strategy, including potential development of a business and industrial park at the airport;

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

CENTURION PLANNING & DESIGN, LLC is selected for provision of professional consulting services ancillary to updating the Airport Master Plan, for land use planning, development and strategy relating to non-FAA funded areas of the airport, including potential development of a business and industrial park. The City Manager or his designee is hereby authorized to negotiate and execute a professional services agreement in substantially the attached form and related legal documents for such consulting services in a total sum not to exceed ONE HUNDRED TWENTY-THOUSAND NINE HUNDRED NINETY-ONE AND NO/100 DOLLARS (\$120,991).

PASSED and APPROVED THIS 6th DAY OF November, 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



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

Contract No. 3

RFQ No. AP-01-18 / Airport Professional Planning Services

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

CITY OF SAN ANGELO/OWNER,

Director/Representative: Thomas (Mitch) Sprunger, Interim Airport Director
San Angelo Regional Airport
8618 Terminal Circle, Suite 101
San Angelo, Texas 76904

Telephone: (325) 659-6409

EMAIL: thomas.sprung@cosatx.us

CONTRACTOR: CENTURION PLANNING & DESIGN, LLC

(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes ☐ / No ☐

Authorizing Officer/Agent: Molly A. Waller, Managing Member
Address: 3524 Knickerbocker Road, Suite C, 182
San Angelo, Texas 76904

Telephone: (816) 519-4653

EMAIL: molly@plan.design

General Description of Project & Scope of Work: Professional consulting services offered pursuant to RFQ AP-01-18 "City of San Angelo Professional Services-Airport Planning Services", required for ancillary airport land use development strategy and planning for various undeveloped properties located at the San Angelo Regional Airport—Mathis Field, relating to proposed development of a business and industrial park at the airport.

Effective Date: This contract shall be effective from and after the 22nd day of August, 2018.

Date of City Council Authorization August 22, 2018

Contract Time: ☐ Contractor agrees to substantially complete Work within _____ consecutive days after the date Work commences as established by the Notice to Proceed, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies; or

☒ The term of this contract shall be for a period of sixteen (16) months, commencing on the "Effective Date" and automatically expiring on December 22, 2019, subject to extension as may be provided for in the contract documents.



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

☐ City shall have _____ (_____) options to extend the term hereof for a period of _____ (number) _____ (length of term such as "one year") each, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise the option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of this Agreement

Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:

Davis-Bacon Act required payment of prevailing wages on federally funded or assisted construction projects

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Contract Price: Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

X Base Price \$ 120,991, total Task 1 through Task 5 as set forth in Contractor's Proposal dated July 10, 2018 and incorporated into this Contract by reference thereto.

- ☐ Schedule of Rates and Charges,
- ☐ plus Alternate 1 \$ _____,
- ☐ plus Alternate 2 \$ _____,
- ☐ plus Alternate 3 \$ _____

for a total sum of ONE HUNDRED TWENTY THOUSAND NINE HUNDRED NINETY-ONE AND NO/100 DOLLARS (\$120,991), except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.

Contract Documents Adopted by Reference: The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:

☒ RFQ No. AP-01-18

☒ ADDENDUM 1 to RFQ dated May 21, 2018

☐ ADDENDUM 2 to bid dated _____, 20____

☐ ADDENDUM 3 to bid dated _____, 20____



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

- ☐ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018)
- ☒ City of San Angelo Standard Professional Services Contract Terms (effective April 16, 2018)
- ☐ City of San Angelo Special Contract Terms for _____ Contracts (effective _____, 20____) (CMAR./Prof. Svcs./other)
- ☐ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018)
- ☐ Plans: _____
(Include engineering entity, date, part/phase and other identifying information)
- ☐ Technical Specifications _____
(Include source, date, part/phase and other identifying information)
- ☒ Contractor's Proposal dated July 10, 2018, a copy of which is attached hereto as **Exhibit "A"** and made a part of this contract for all purposes.
- ☒ Other:

Such other task orders for professional services relating to development of the airport executed by duly authorized agents for each party to this contract.

Acknowledgement of Receipt of Contract Documents:

The foregoing identified Contract Documents excluding Contractor's Response to request for bid or proposal are posted on the City's website at <http://www.cosatx.us/departments-services/purchasing/bid-information>. Hard copies of all Contract Documents are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFQ No. AP-01-18 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFQ shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.



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

Separately Executed Contract Documents: The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

☒ Authorized Signature/Contact Information (with W-9)

☐ Bid Security (based on base bid price)

☐ Performance & Payment Bonds (if applicable)

☒ "Conflict of Interest Questionnaire" Chapter 176 of the Texas Local Government Code

☒ Debarment and Suspension Certification

☐ Local Preference Consideration Application & Economic Impact Details

☐ Vendor Compliance with Reciprocity on Non-Resident Vendors

☒ Verification Relating to Prohibited Contracts – Israel

☒ Certificate of Insurance

☒ Special Insurance Rider

☒ Original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, with original submitted to City of San Angelo Purchasing Division.

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



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

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

CONTRACTOR:
CENTURION PLANNING & DESIGN, LLC

BY: _____
Molly A. Waller, Managing Member

DATE: _____
EMAIL: molly@plan.design

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

DATE: _____
(SEAL)

City Official Approvals:

APPROVED AS TO CONTENT:

Candice Blake, Purchasing Manager

APPROVED AS TO CONTENT:

Thomas (Mitch) Sprunger, Interim Airport Director

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney



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

Contract No. 1

RFQ No. AP-01-18 / Airport Professional Planning Services

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

CITY OF SAN ANGELO/OWNER,

Director/Representative: Thomas (Mitch) Sprunger, Interim Airport Director
San Angelo Regional Airport
8618 Terminal Circle, Suite 101
San Angelo, Texas 76904

Telephone: (325) 659-6409

EMAIL: thomas.sprunger@cosatx.us

CONTRACTOR: CENTURION PLANNING & DESIGN, LLC

(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes ☐ / No ☐

Authorizing Officer/Agent: Molly A. Waller, Managing Member
Address: 3524 Knickerbocker Road, Suite C, 182
San Angelo, Texas 76904

Telephone: (816) 519-4653

EMAIL: molly@plan.design

General Description of Project & Scope of Work: Professional consulting services required to complete an updated Master Plan (MP) for the San Angelo Regional Airport and other consulting services as designated by RFQ AP-01-18 at Section 2.1 "Scope of Services", included herein as a Contract Document adopted by reference.

Effective Date: This contract shall be effective from and after the 7th day of August, 2018.

Date of City Council Authorization August 7, 2018

Contract Time: ☐ Contractor agrees to substantially complete Work within _____ consecutive days after the date Work commences as established by the Notice to Proceed, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies; or

☒ The term of this contract shall be for a period of five (5) years, commencing on the "Effective Date" and automatically expiring on August 7, 2023, subject to extension as may be provided for in the contract documents.

**CITY OF SAN ANGELO****PURCHASING DIVISION**

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

☐ City shall have _____ (_____) options to extend the term hereof for a period of _____ (number) _____ (length of term such as "one year") each, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise the option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of this Agreement.

Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:

Davis-Bacon Act required payment of prevailing wages on federally funded or assisted construction projects

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Contract Price: Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

☐ Base Price \$ _____,

☒ Schedule of Rates and Charges,

☐ plus Alternate 1 \$ _____,

☐ plus Alternate 2 \$ _____,

☐ plus Alternate 3 \$ _____

for a total sum of _____ AND NO/100 DOLLARS (\$), except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.

Contract Documents Adopted by Reference: The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:

☒ RFQ No. AP-01-18

☒ ADDENDUM 1 to RFQ dated May 21, 2018

☐ ADDENDUM 2 to bid dated _____, 20____

☐ ADDENDUM 3 to bid dated _____, 20____

☐ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018)



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

☒ City of San Angelo Standard Professional Services Contract Terms (effective April 16, 2018)

☐ City of San Angelo Special Contract Terms for _____ Contracts (effective __
 ____, 20__) (CMAR./Prof. Svcs./other)

☐ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018)

☐ Plans: _____
 (Include engineering entity, date, part/phase and other identifying information)

☐ Technical Specifications _____
 (Include source, date, part/phase and other identifying information)

☒ Contractor's Response to RFQ No. AP-01-18

☒ Other:

(1) FAA CONTRACT PROVISION GUIDELINES FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS, those provisions listed on Table 1 "Applicability of Provisions" designated as REQD for Professional Services.

(2) "Assurances applicable to Planning Agency Sponsors" set forth within that certain Grant Agreement by and between U.S. Department of Transportation, Federal Aviation Administration (FAA) and City of San Angelo Regional Airport—Mathis Filed having a Date of Offer July 24, 2018, FAA Airport Improvement Program Project No. 3-48-0191-038-2018.

(3) Task Order No. 1, executed by duly authorized agents for each party to this contract and having an Effective Date of August 7, 2018, incorporating Contractor's written statement of Scope of Work dated June 13, 2018.

(4) Such other task orders for professional services relating to development of the airport executed by duly authorized agents for each party to this contract.

Acknowledgement of Receipt of Contract Documents:

The foregoing identified Contract Documents excluding Contractor's Response to request for bid or proposal are posted on the City's website at <http://www.cosatx.us/departments-services/purchasing/bid-information>. Hard copies of all Contract Documents are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS



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

THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFQ No. AP-01-18 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFQ shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

Separately Executed Contract Documents: The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

☒ Authorized Signature/Contact Information (with W-9)

☐ Bid Security (based on base bid price)

☐ Performance & Payment Bonds (if applicable)

☒ "Conflict of Interest Questionnaire" Chapter 176 of the Texas Local Government Code

☒ Debarment and Suspension Certification

☐ Local Preference Consideration Application & Economic Impact Details

☐ Vendor Compliance with Reciprocity on Non-Resident Vendors

☒ Verification Relating to Prohibited Contracts – Israel

☒ Certificate of Insurance

☒ Special Insurance Rider

☒ Original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, with original submitted to City of San Angelo Purchasing Division.

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



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

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

CONTRACTOR:
CENTURION PLANNING & DESIGN, LLC

DocuSigned by:
BY: Molly A. Waller
Molly A. Waller, Managing Member

DATE: 8/28/2018 | 4:42 PM CDT
EMAIL: molly@plan.design

CITY OF SAN ANGELO:
DocuSigned by:
By: Daniel Valenzuela
Daniel Valenzuela, City Manager

ATTEST:

DocuSigned by:
Bryan Kendrick
Bryan Kendrick, City Clerk

DATE: 8/29/2018 | 2:54 PM CDT
(SEAL)

City Official Approvals:

APPROVED AS TO CONTENT:
DocuSigned by:
Candice Blake
Candice Blake, Purchasing Manager

APPROVED AS TO CONTENT:
DocuSigned by:
Mitch Sprunger
Thomas (Mitch) Sprunger, Interim Airport Director

APPROVED AS TO RISK:
DocuSigned by:
Charles Hagen
Charles Hagen, Risk Manager

APPROVED AS TO FORM:
DocuSigned by:
Dan Saluri
Dan P. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Hillary Bueker, Senior Planner, Planning and Development Services, 325-657-4210

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Second reading of an ordinance for Z18-17, a rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family (RS-2) Zoning District, being 1.308 acres located at 501 East Avenue A and 606, 612, 616, and 618 Rust Street (Jon James)

Summary/History:

The applicant has applied for a rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on his property at 606 Rust Street to facilitate construction of a new single family home. The owner has applied for an affordable tax credit for this new home. After further research and a site investigation on August 31, 2018, the Planning Division is also recommending a City-initiated rezoning on the other properties zoned ML in this block that have existing single-family homes. The combined rezoning to RS-2 for most of the block, except for 630 Rust Street containing an existing plumbing business, will recognize the existing homes. The Appraisal District shows the existing homes were built between 1900 and 1963. There was no Zoning Ordinance until 1940 and the previous "M" and "M-1" industrial districts included cumulative zoning that also allowed single-family dwellings. Therefore, all of the existing homes are legal non-conforming. The rezoning would allow these homes to expand or for their owners to erect new single-family dwellings and structures without having to obtain other planning approvals.

Financial Impact:

N/A

Other Information/Recommendation:

On September 17, 2018 the Planning Commission unanimously recommended APPROVAL of the rezoning.

On October 16, 2018 the City Council voted unanimously (7-0) to approve this item on 1st Reading.

Attachments:

- | | | |
|----|-----------------|--------------------------------|
| 1. | Draft Ordinance | PL_Z18-17 Ordinance_FINAL.docx |
| 2. | Staff Report | PL_Z18-17 report.docx |

Presentation:

Jon James

Approvals/Reviews:

Hillary Bueker	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved

Jon James
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval

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: **501 East Avenue A and 606, 612, 616, and 618 Rust Street; located at the southeast corner of Rust Street and East Avenue A; comprising 1.308 acres;** FROM LIGHT MANUFACTURING (ML) ZONING DISTRICT TO TWO-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z18-17: Brewer / COSA

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 Two-Family Residential (RS-2) Zoning District and,

WHEREAS, on the 6th day of November, 2018, City Council held a public hearing on Z18-17, 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 TWO-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT;

The real property generally located at 501 East Avenue A and 606, 612, 616, and 618 Rust Street; located at the southeast corner of Rust Street and East Avenue A; being Lots 1-6 in Block 87 in the Fort Concho Addition, and comprising 1.308 acres; City of

San Angelo, Tom Green County, Texas, shall henceforth be permanently zoned as follows:
Two-Family Residential (RS-2) Zoning District.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit “A”** of this Ordinance (“RS-2” 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 **16th day of October, 2018**, and finally PASSED, APPROVED
AND ADOPTED on this the **6th day of November, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

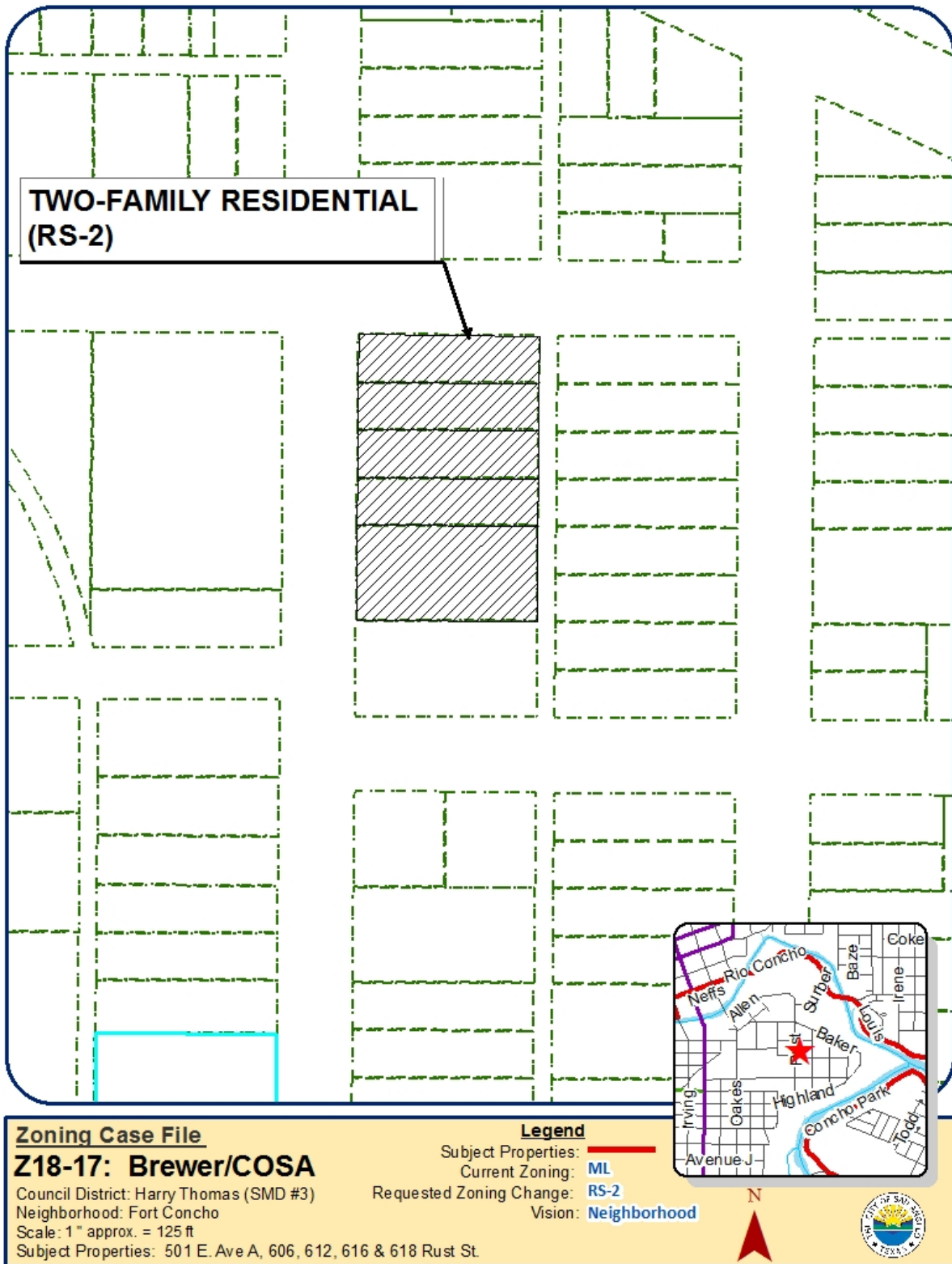
ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit "A" (RS-2 Boundary Map)



CITY COUNCIL – October 16 and November 6, 2018
STAFF REPORT



APPLICATION TYPE:	CASE:		
Rezoning	Z18-17: Brewer / City of San Angelo		
SYNOPSIS:			
The applicant has applied for a rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on his property at 606 Rust Street to facilitate construction of a new single family home. The owner has applied for an affordable tax credit for this new home. After further research and a site investigation on August 31, 2018, the Planning Division is also recommending a City-initiated rezoning on the other properties zoned ML in this block that have existing single-family homes. The combined rezoning to RS-2 for most of the block, except for 630 Rust Street containing an existing plumbing business, will recognize the existing homes. The Appraisal District shows the existing homes were built between 1900 and 1963. There was no Zoning Ordinance until 1940 and the previous “M” and “M-1” industrial districts included cumulative zoning that also allowed single-family dwellings. Therefore, all of the existing homes are legal non-conforming. The rezoning would allow these homes to expand or for their owners to erect new single-family dwellings and structures without having to obtain other planning approvals.			
LOCATION:		LEGAL DESCRIPTION:	
501 East Avenue A and 606, 612, 616, and 618 Rust Street; located at the southeast corner of Rust Street and East Avenue A		Being Lots 1-6 in Block 87 of the Fort Concho Addition	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD District #3 – Harry Thomas Fort Concho Neighborhood	Light Manufacturing (ML)	N - Neighborhood	1.308 ac.
THOROUGHFARE PLAN:			
Rust Street – Urban Local Street Required: 50’ right-of-way, 40’ pavement or 36’ with a 4-foot sidewalk Provided: 80’ right-of-way, 36’ pavement and no sidewalk (complied with subdivision standards at time of platting) East Avenue A – Urban Local Street Required: 50’ right-of-way, 40’ pavement or 36’ with a 4-foot sidewalk Provided: 80’ right-of-way, 36’ pavement and no sidewalk (complied with subdivision standards at time of platting)			
NOTIFICATIONS:			
19 notifications mailed within 200-foot radius on September 4, 2018. One was received in support. 0 in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties.			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner:</i> Terry Shaner, Galilee Community Development Corp. <i>Applicant:</i> Mr. Robby Brewer			
STAFF CONTACT:			
Jeff Fisher, AICP Senior Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The subject property has a Future Land Use designation of “Neighborhood” since the City’s original 2003 Comprehensive Plan. The Neighborhood designation is for predominantly residential housing. As outlined in the 2009 Strategic Plan update to the Comprehensive Plan, “Neighborhoods, in order to be sustainable, should have a diversity of residential products and affordable levels.” The current Light Manufacturing (ML) zoning is an industrial classification not consistent with these Neighborhood policies and the single-family homes built on the property. Previous City Councils and Planning administrations since at least 2003 have recommended this neighborhood be residential, likely to reflect the existing homes which have existed since at least the mid-1960s. A rezoning to RS-2 would be consistent and compatible with the Neighborhood designation in the Comprehensive Plan, also support a diversity of housing choices including single-family homes and two-family homes.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* All of the subject lots were already platted and each lot has a lot frontage of 50 feet, a lot depth of 190 feet, and a lot area of 9,500 square feet well exceeding the RS-2 zoning standards of 50 feet frontage, 100 feet depth and 5,000-square feet of lot area for the single-family dwellings. They also exceed the minimum 6,500 square foot lot area for two-family dwellings in case any of the properties wanted to add a second dwelling unit in future. The subject block between East Avenue A and East Avenue C on the east side of Rust Street is the last ML-zoned group of properties on this side of Rust Street. The entire remainder of the surrounding 0.35-mile area east of Rust Street between Baker Street, Spencer Street and East Highland Boulevard is almost entirely zoned RS-2 and all of the properties are designated “Neighborhood” with almost entirely residential uses. Therefore, a rezoning to RS-2 would be appropriate given the existing uses and future land uses of the area.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The proposed RS-2 zoning will be compatible with the surrounding area. As indicated above, the entire 0.35-mile surrounding area is already zoned RS-2 with one and two-family residential structures and designated “Neighborhood” in the Comprehensive Plan which supports residential development. The property at 618 Rust Street is adjacent to an existing commercial plumbing facility zoned ML but the house has existed since 1900 according to the Appraisal District. The commercial structure was built in 1985 according to the Permits and Inspections Division after the house. The Planning Division believes that

although the two uses are different, a rezoning to RS-2 is appropriate to recognize the existing single-family home and the long term residential “Neighborhood” designation in the Comprehensive Plan.

4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The existing ML zoning, formerly the M-1 district, had allowed single-family homes prior to 2000, but this is no longer the case. The entire 0.35-mile area east of Rust Street is now exclusively zoned RS-2 and designated “Neighborhood” in the Comprehensive Plan supporting residential, not industrial development. These changed conditions are also reflected in the existing single-family homes along the subject block. Therefore, the Planning Division believes that an RS-2 zone change would be appropriate.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The Planning Division does not anticipate any negative effects on the natural environment. A review of grading, drainage, and stormwater would take place at the permit stage for the applicant’s property at 606 Rust Street. All other residential properties in this block contain existing single-family homes with paved driveways.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The Planning Division believes there is a community need for the proposed rezoning to RS-2. As indicated, the applicant for 606 Rust Street plans to erect a single-detached dwelling on this property in future, with a possible affordable housing tax credit. Given that the 0.35-mile surrounding area is fully occupied with residential housing and zoned accordingly, the Planning Division believes there is a community need for more housing in this location.
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.* There are no anticipated changes to existing development patterns. The existing lots were previously platted and exceed the minimum lot dimensions for RS-2 zoning. Rust Street and West Avenue C are both local residential streets consistent with the future residential zoning.

Planning Commission Recommendation:

On September 17, 2018, the Planning Commission recommended **APPROVAL** of the proposed Rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties. The following is the complete excerpt of the draft minutes from the September 17, 2018, meeting for this case:

Public hearing and consideration of a request for approval of a Rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family (RS-2) Zoning District, being 1.308 acres of land located at 501 East Avenue A and 606, 612, 616, and 618 Rust Street.

Jeff Fisher, Senior Planner, presented the rezoning request. He explained that the applicant for 606 Rust Street wanted to rezone this property from Light Manufacturing (ML) to Two-Family Residential (RS-2) to build a new single-detached dwelling. After reviewing the area, Mr. Fisher indicated that the Planning Division decided to include a City-initiated rezoning on four other properties with existing single-detached dwellings on the same block, 501 West Avenue A, and 601, 612, 616 Rust Street. He explained that almost all the land east of Rust Street within 1/3 mile was zoned Two-Family Residential and designated "Neighborhood" in the City's Comprehensive Plan with many single-family homes. Mr. Fisher outlined Staff's rationale to approve the Rezoning on the grounds that the RS-2 zoning would be consistent with the "Neighborhood" Comprehensive Plan designation; that all the lots are pre-existing and comply with the RS-2 standards; that the 1/3 mile east of Rust Street is already zoned RS-2 and designated Neighborhood; and that the previous M-1 zoning prior to 2000, now ML, had allowed these homes by-right.

Chair Stribling opened the meeting for public comment.

There was no public comment.

Commissioner Jackson made a Motion to recommend APPROVAL of the proposed Rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties. Commissioner Uherik seconded the Motion. The Motion passed unanimously, 6-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties.

Attachments:

Aerial Map

Future Land Use Map

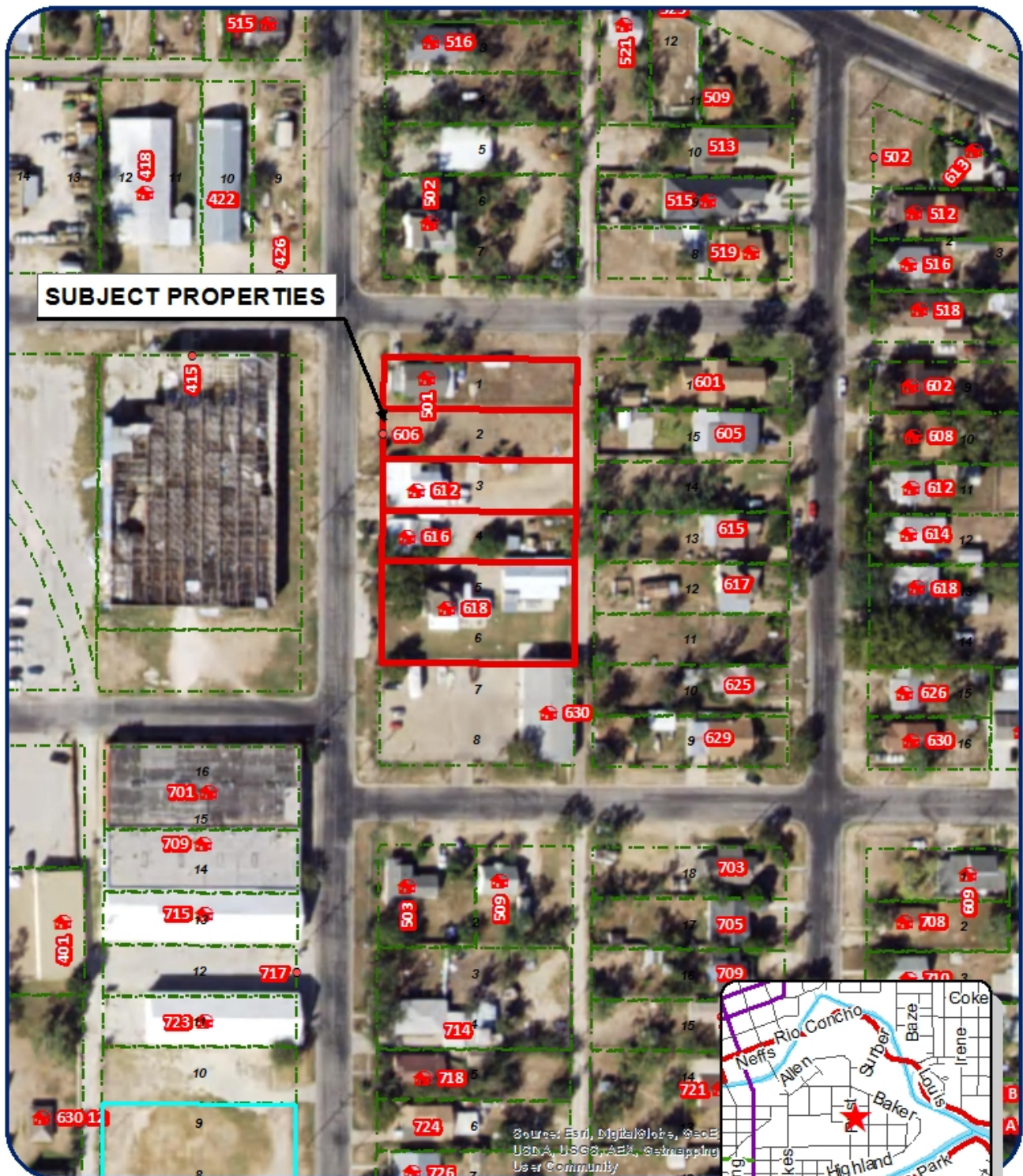
Zoning Map

Photographs

Response Letter

Applicant's Response to Zoning Criteria

Application



Zoning Case File

Z18-17: Brewer/COSA

Council District: Harry Thomas (SMD #3)

Neighborhood: Fort Concho

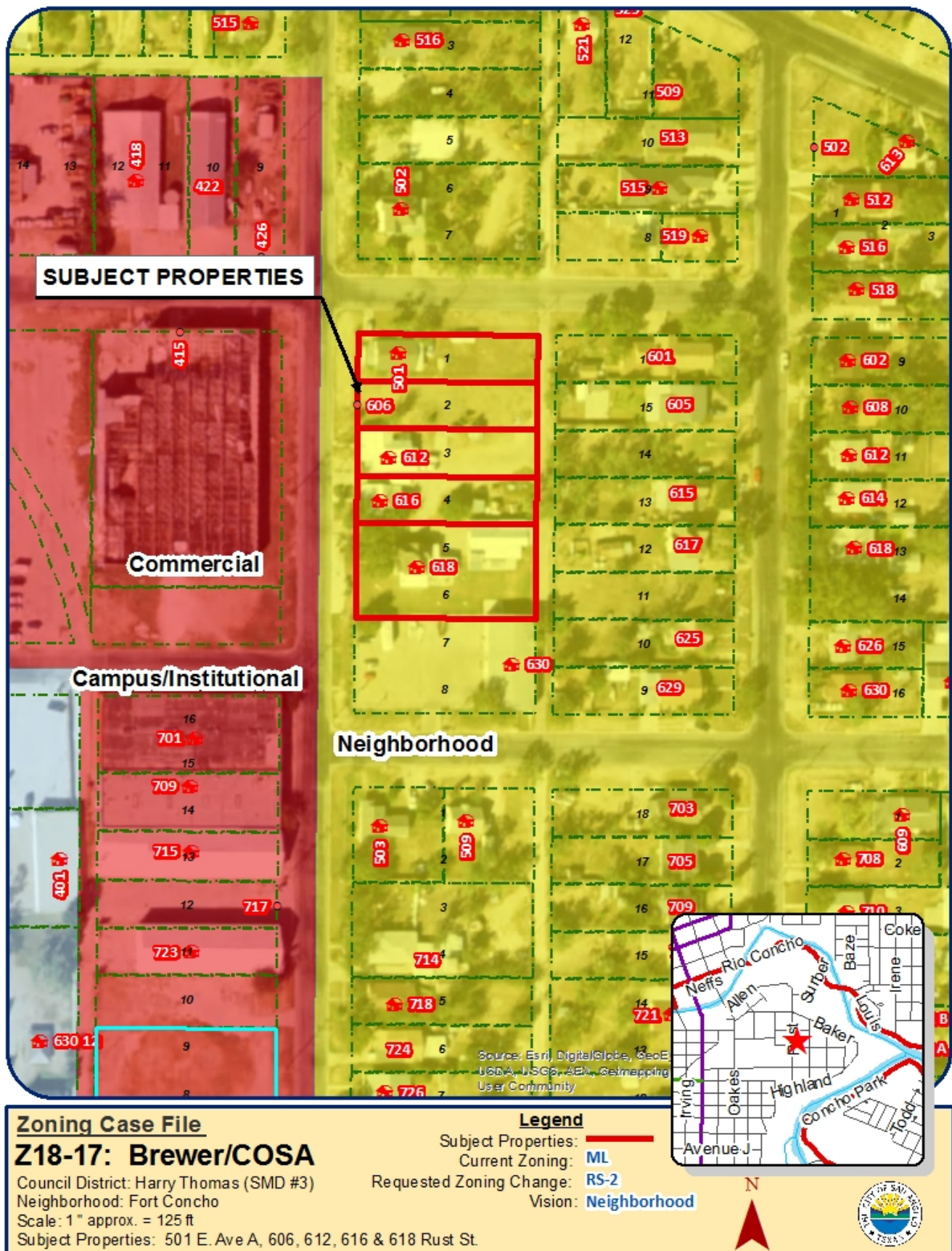
Scale: 1" approx. = 125 ft

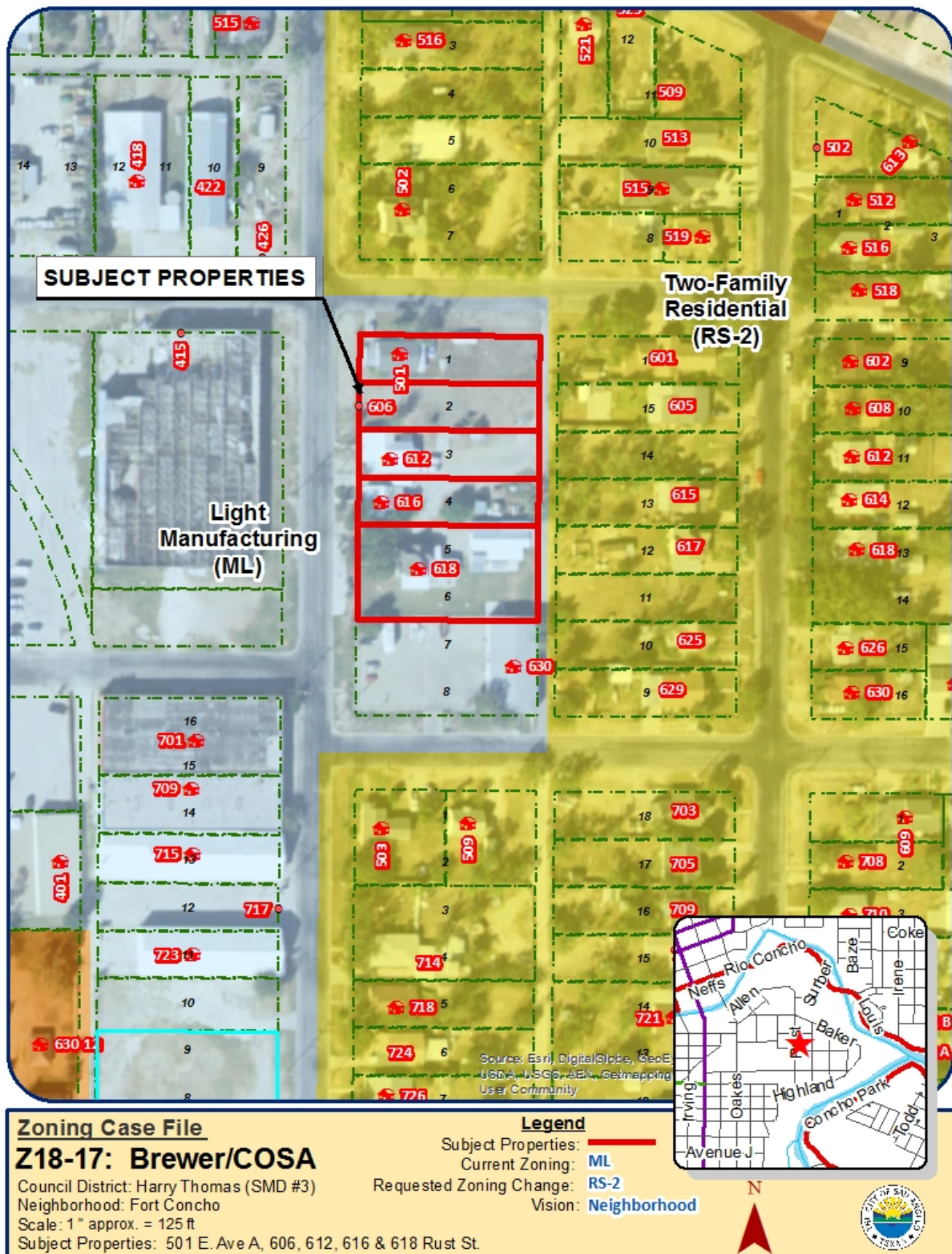
Subject Properties: 501 E. Ave A, 606, 612, 616 & 618 Rust St.

Legend

Subject Properties: —
Current Zoning: ML
Requested Zoning Change: RS-2
Vision: Neighborhood







Photos of Site and Surrounding Area

NORTH



SOUTH



WEST



**EAST AT SUBJECT PROPERTIES
501 W. AVE A, 606 AND 612 RUST STREET**



Photos of Site and Surrounding Area

**EAST AT SUBJECT PROPERTIES
606, 612 AND 618 RUST STREET**



**SOUTHEAST - EXISTING PLUMBING BUSINESS
630 RUST ST**



LOOKING SOUTHWEST – RUST STREET



Staff Report – Z18-17: Brewer / City of San Angelo
October 16 and November 6, 2018

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(X)

IN FAVOR

~~(X)~~

Change

IN OPPOSITION

REASON(S) _____

NAME: STEVE HAMPTON

ADDRESS: 5126 Saddle Ridge Trail

SAN ANGELO TX 76904

SIGNATURE: 

Z18-17: Brewer / City of San Angelo
property owner number: 12

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

Sec. 212. Amendments to Text or Official Zoning Map

G. Amendment Criteria. The wisdom of amending the text of this Zoning Ordinance or the Official Zoning Map is a matter committed to the sound legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt, adopt with modifications or deny the proposed amendment, the City Council shall at a minimum consider the following factors.

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.

Yes. The proposed amendment is compatible
with the Comprehensive Plan.

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

Yes. The proposed amendment is consistent
with the zoning ordinance.

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.

Yes. The proposed amendment is compatible
with the surrounding area.

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

n/a

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, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment

No. The proposed amendment would not result in significant adverse impacts on the natural environment

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

Yes. The proposed amendment will be used for community development.

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.

Yes. The proposed amendment meets the existing pattern of urban development in this area.

Effective January 3, 2017

 City of San Angelo, Texas – Planning Division 52 West College Avenue Application for Approval of a Zone Change		
Section 1: Basic Information		
Name of Applicant(s): <u>Robby Brewer</u>		
☐ Owner ☒ Representative (Notarized Affidavit Required)		
Mailing Address	City	State Zip Code
<u>1404 S. DAKES ST</u>	<u>San Angelo</u>	<u>TX</u> <u>76903</u>
Contact Phone Number	Contact E-mail Address	
<u>(325) 450-4279</u>	<u>Brewer.Built@yahoo.com</u>	
Subject Property Address	City	State Zip Code
<u>606 Rust Street</u>	<u>San Angelo</u>	<u>TX</u>
Legal Description (can be found on property tax statement or at www.tcomarcenscd.com)		
<u>Acres: 0.218, Lot 2, Blk 87, Subd. Fort Concho Addition</u>		
Existing Zoning: <u>L/M</u>	Proposed Zoning: <u>Residential</u>	Lot size: <u>< 1 acre</u>
(Zoning Map available on City Maps)		
Section 2: Site Specific Details		
Existing Use of Property: <u>Vacant</u>		
*Proposed Use of Property: <u>Residential - Single Family home</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.		

Staff Report – Z18-17: Brewer / City of San Angelo
October 16 and November 6, 2018

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.

<u>Galilee CDC</u> Owner Name (Print)	<u>Terry Juarez</u> Signature	<u>Galilee CDC</u> Company/Organization (if Applicable)	<u>7/30/18</u> Date
<u>Robby Brewer</u> Representative Name (Print)	<u>Robby Brewer</u> Signature	<u>Galilee CDC</u> Company/Organization	<u>7/27/18</u> Date

FOR OFFICE USE ONLY:

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 7,30,18

Case No.: Z 18-17

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 500.00
125.00

Receipt #: _____ Date paid: 7,30,18

Sign Deposit \$37.50

Receipt #: _____ Date paid: 7,30,18

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: ____/____/____ Date notifications due: ____/____/____

City Council hearing date: ____/____/____ Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: KMH Date: 7,30,18

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Hillary Bueker, Senior Planner, Planning and Development Services, 325-657-4210

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Second reading of an ordinance approving case Z18-20, a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District, being 2.93 acres located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road (Jon James)

Summary/History:

A request for approval of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District on the subject properties. The applicant is intending to legalize an existing home and add additional residential homes. Section 310 of the Zoning Ordinance does not permit such use by right in the existing zoning district. City Staff has also included three adjacent properties as part of this request to clean up the Zoning District Lines. The properties located along Grape Creek Road are currently residential homes with only a small portion of their properties zoned commercial.

Financial Impact:

N/A

Other Information/Recommendation:

On September 17, 2018 the Planning Commission unanimously recommended APPROVAL of the rezoning.

On October 16, 2018 the City Council voted unanimously (7-0) to approve this item on 1st Reading.

Attachments:

- | | | |
|----|----------------------|-----------------------------|
| 1. | Draft Ordinance (RZ) | 18-99919_PL_Z18-20_ORD.docx |
| 2. | Staff Report (RZ) | CC Staff Report Z18-20.docx |

Presentation:

Jon James

Approvals/Reviews:

Hillary Bueker	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Julia Antilley

Final Approval

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: **3210 LAKE DRIVE and 3201, 3207, and 3211 GRAPE CREEK ROAD, CITY of SAN ANGELO, TEXAS, compromising a total of 2.93 ACRES,** FROM GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) ZONING DISTRICT TO THE SINGLE FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z18-20

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Single Family Residential (RS-1) Zoning District; and,

WHEREAS, on the 16th day of October, 2018, City Council held a public hearing on Z18-20, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

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

The real property located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road, compromising a total of 2.93 acres in S.B. Ratliff Subdivision, Lots 1, 2, 3 and 4, Block 3, and Lot 3, Block 4, City of San Angelo, Tom Green County, Texas.

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

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

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

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

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

INTRODUCED on the **16th day of October, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **6th day of November, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit A (RS-1 Boundary Map)

Single Family
Residential (RS-1)

Z18-20: Flores-Duran/COSA

3210 Lake Drive

3201, 3207, 3211 Grape Creek Road

Council District: SMD #2 - Tom Thompson

Neighborhood: Riverside

Scale: 1" approx. = 100 ft

Legend

Subject Properties:

Current Zoning: CG/CH

Requested Zoning Change: RS-1

Vision: Neighborhood



CITY COUNCIL – OCTOBER 16 & NOVEMBER 6, 2018
STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning		Z18-20: Flores-Duran/COSA	
SYNOPSIS:			
A request for approval of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District on the subject properties. The applicant is intending to legalize an existing home and add additional residential homes. Section 310 of the Zoning Ordinance does not permit such use by right in the existing zoning district. City Staff has also included three adjacent properties as part of this request to clean up the Zoning District Lines. The properties located along Grape Creek Road are currently residential homes with only a small portion of their properties zoned commercial.			
LOCATION:		LEGAL DESCRIPTION:	
3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road		Being Lots 1, 2, 3 and 4, Block 3, and Lot 3, Block 4, S.B. Ratliff Subdivision, Tom Green County, Texas.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #2 – Tom Thompson Riverside Neighborhood	CG/CH – General Commercial/Heavy Commercial	Neighborhood	2.93 acres
THOROUGHFARE PLAN:			
<u>Lake Drive</u> –Urban Minor Collector Street, Required 60’ min. ROW (70’ Existing), 50’ min. pavement width (30’ Existing).			
NOTIFICATIONS:			
25 notifications were mailed within a 200-foot radius on August 31, 2018. Zero responses has been received in support and One received in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District.			
PROPERTY OWNER/PETITIONER:			
Angelica Flores Juvenal Duran			
STAFF CONTACT:			
Hillary Bueker Senior Planner (325) 657-4210, Extension 1547 hillary.bueker@cosatx.us			

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The subject properties are designated “Neighborhood” in the City’s Comprehensive Plan which intends to “promote vibrant and viable neighborhoods and improve relationship between adjacent commercial and residential land use adjacencies.” The proposed rezoning would allow the addition of new single family homes, legalize the current residential uses, and fit into the adjacent residential zoning and uses. The proposed rezoning, if approved, would allow the property owners to make improvements to their land consistent with approved planning policies.
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 and existing homes will comply with the Single-Family Residential development standards. The existing approximately 1 acre lots exceed the minimum lot area of 5,000 square feet, minimum lot frontage of 50 feet, and minimum lot depth of 100 feet in the RS-1 zoning district. Any future buildings will be required to comply with all required setbacks including 25-foot front yard setbacks from Lake Drive and Grape Creek Road, as well as the side yard and rear yard setbacks.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The properties are located within an area with mixed uses, but is comprised of mostly residential with one commercial property directly north of 3210 Lake Drive. The subject parcels will be adjacent to residential lots on most sides and remain at a similar neighborhood scale in the proposed RS-1 zoning district.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The properties have been zoned Commercial since the 1954 Zoning Ordinance. Since Lake Drive was at one time related to U.S. Highway 87 (San Angelo - Sterling City Highway,) the Zoning Ordinance may have initially anticipated more commercial development which did not materialize. Allowing this rezoning would make better use of the land in a manner consistent with existing adjacent development.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The rezoning is anticipated to have little to no adverse impact on the natural environment. There may be minor air and noise pollution as the proposed improvements are built, but those would be temporary.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* There has not been any demonstrated community need for a use on the sites to be commercial. These sites have been used for residential purposes for some time and the new potential homes would not be allowed in the current CG/CH Zoning District. Allowing these sites to rezone to Single Family Residential would be reflective of the continuing need for residential homes in the city, rather than allowing a continuance of a zoning designation that has not been fully utilized in the past.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The existing development pattern in this area along Lake Drive and Grape Creek Road is predominately residential. This rezoning to RS-1 will keep continuity with the majority of adjoining lots directly adjacent to the subject properties.

Planning Commission Recommendation:

On September 17, 2018, the Planning Commission recommended APPROVAL of a Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District, being 2.93 acres located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road. The following is the complete excerpt of the draft minutes from the September 17, 2018, meeting for this case:

Hillary Bueker, Senior Planner, presented the rezoning request. She explained that the Future Land Use is Neighborhood and that the current CG/CH Zoning does not allow residential uses. Mrs. Bueker explained that the Rezoning would allow the applicant to legalize an existing home and add additional homes, as well as removing the CG/CH zoning from three existing residential properties.

Mrs. Bueker outlined Staff's rationale to approve the Rezoning on the grounds that the Future Land Use of Neighborhood allows current and proposed residential uses; that the proposed development is consistent with the RS-1 Zone; that the area has mixed-use development but is mainly residential; and that the area has not developed in a commercial capacity.

Chair Stribling opened the meeting for public comment.

Mr. Reuben Espinoza, a local resident, asked for clarification if the properties would remain residential, and that if so, he would support the request.

Chair Stribling responded this was correct.

There was no further public comment.

Commissioner Smith made a Motion to recommend **APPROVAL** of the proposed Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family (RS-1) Zoning District, being 2.93 acres of land located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 6-0.

Recommendation:

Staff's recommendation is for the City Council to **APPROVE** the rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District.

Attachments:

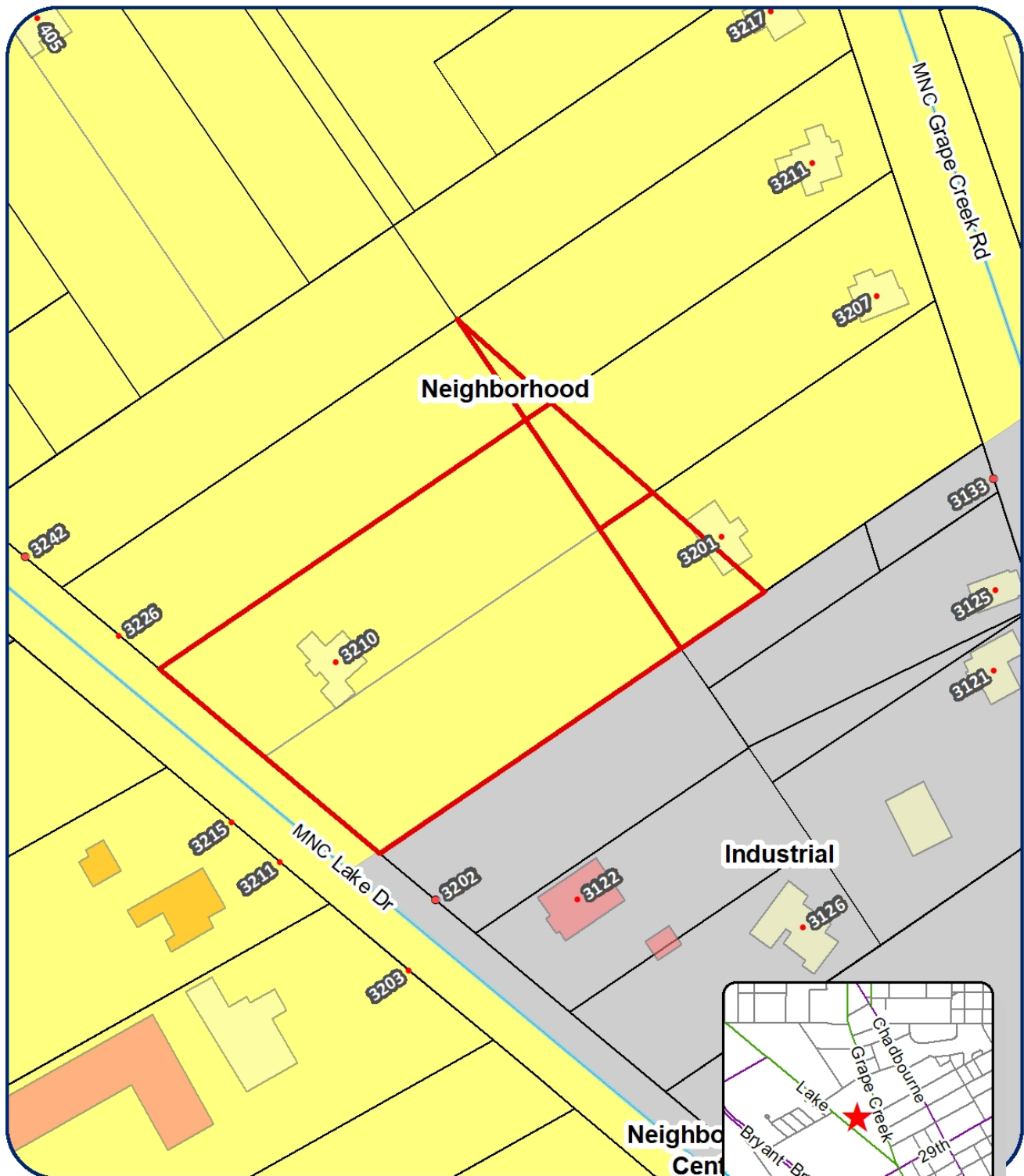
Aerial Map
Future Land Use Map
Zoning Map
Application
Photographs
Notification Map
Resident Letter



Scale: 1" approx. = 125 ft

Vision: **Neighborhood**





Z18-20: Flores-Duran/COSA

3210 Lake Drive

3201, 3207, 3211 Grape Creek Road

Council District: SMD #2 - Tom Thompson

Neighborhood: Riverside

Scale: 1" approx. = 125 ft

Legend

Subject Properties:

Current Zoning: **CG/CH**

Requested Zoning Change: **RS-1**

Vision: **Neighborhood**





Scale: 1 " approx. = 125 ft

Vision: **Neighborhood**



Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue
Application for Approval of a Zone Change



Section 1: Basic Information

Name of Applicant(s): Angelica Flores and Juvenal Duran

☒ Owner

☐ Representative (Notarized Affidavit Required)

4626 Armstrong St. San Angelo TX 76903
Mailing Address City State Zip Code
661.478.9964 anfloresdrn@yahoo.com
Contact Phone Number Contact E-mail Address
3210 Lake Dr. San Angelo TX 76901
Subject Property Address City State Zip Code
Lot 1, Block 3, S.B. Ratliff Sbdn.
Legal Description (can be found on property tax statement or at www.tomgreencad.com)
R8126

Existing Zoning: CG/CH Proposed Zoning: Conditional for RS-1 Lot size: 1.201 ac.

(Zoning Map available on [City Maps](#))

Section 2: Site Specific Details

Existing Use of Property: Residential

*Proposed Use of Property: Residential - proposed replat into 2 lots has been submitted

*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.

<u>Angelica Flores Juvenal Duran</u>	<u>Angelica Flores Juvenal Duran</u>		<u>8/20/18</u>
Owner Name (Print)	Signature	Company/Organization (If Applicable)	Date
<u>Shelley</u>	<u>Shelley</u>		<u>8/20/18</u>
Representative Name (Print)	Signature	Company/Organization	Date

FOR OFFICE USE ONLY:

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 8/20/18

Case No.: Z 18 - 20

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 625.00

Receipt #: 336266 Date paid: ____/____/____

Sign Deposit \$37.50

Receipt #: 336271 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: 9/17/18 Date notifications due: ____/____/____

City Council hearing date: 10/23/18 Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: H. Buelker Date: 8/20/18

Site Photos



Looking East at Subject Property from Lake Drive



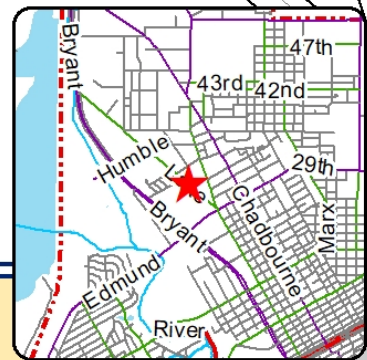
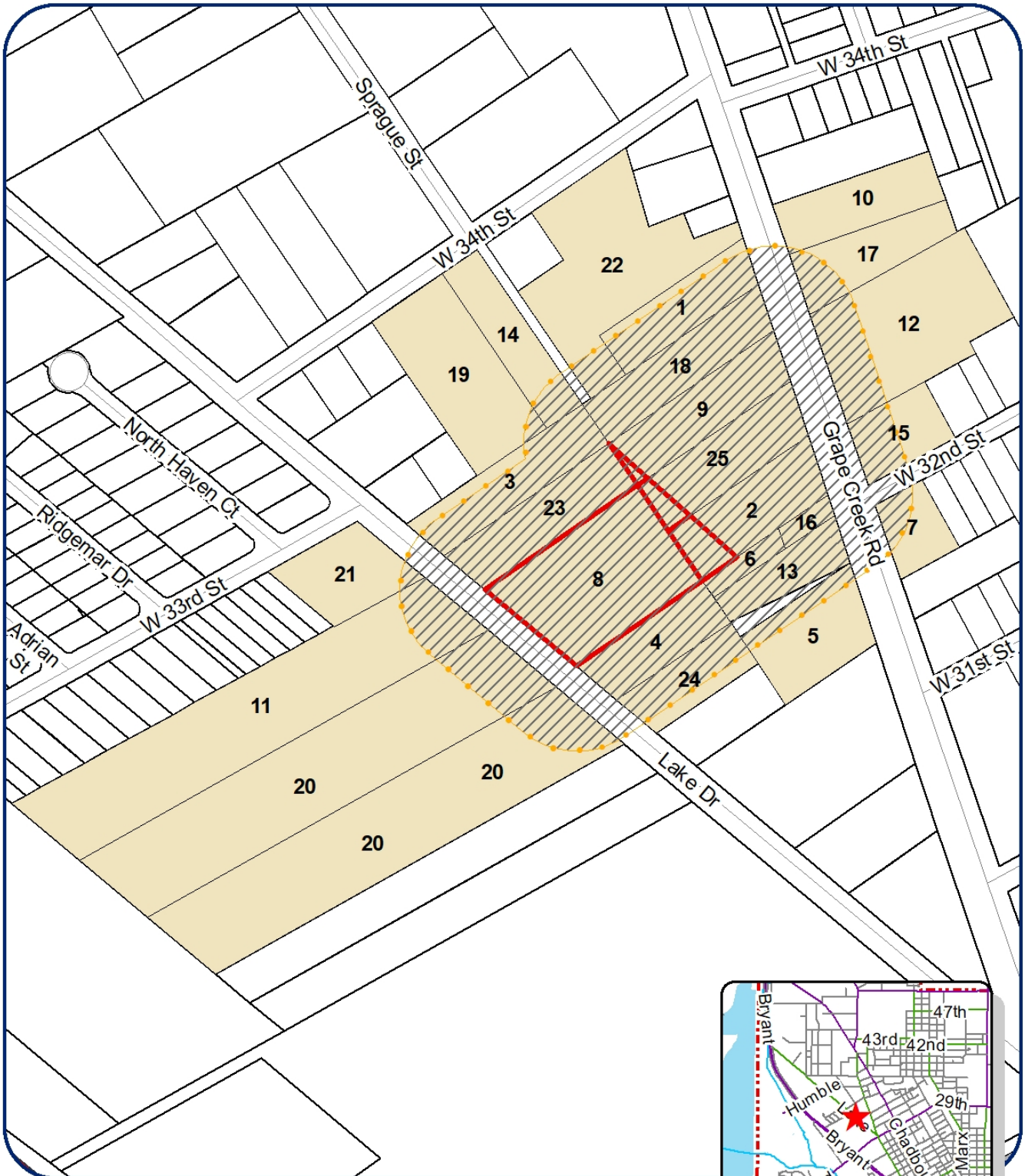
Existing Home on Lot 2, Block 3, S.B. Ratliff Subdivision



Vacant Lot 1, Block 3, S.B. Ratliff Subdivision



Surrounding Residential



Z18-20: Flores-Duran/COSA

3210 Lake Drive

3201, 3207, 3211 Grape Creek Road

Council District: SMD #2 - Tom Thompson

Neighborhood: Riverside

Scale: 1" approx. = 300 ft

Legend

Subject Properties: **CG/CH**

Current Zoning: **RS-1**

Requested Zoning Change: **Neighborhood**

Vision: **Neighborhood**



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 72 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

() IN FAVOR

(☒) IN OPPOSITION

REASON(S) _____

NAME: _____

ADDRESS: _____

SIGNATURE: _____

Z18-20: Flores-Duran/COSA

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 (325) 657-4210 or by email at
hillary.bueker@cosatx.us.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, Director of Human Resources/Risk Management, Human Resources/Risk Management, 3256574221

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider selecting Allstate Insurance Company as the COSA Group Voluntary Employee Benefits Program provider (Introduction of Julie Rickman from Holmes Murphy by Human Resources Director Bryan Kendrick)

Summary/History:

On September 14, 2018, the marketing for voluntary benefits was completed by Holmes Murphy & Associates. We received 12 responses, finalists were selected based on a combination of products offered, cost of benefits and services. The three finalists were Aflac, Allstate, and Metlife.

On October 9, 2018, City Staff along with Holmes Murphy conducted finalist meetings with all the finalists.

Financial Impact:

There is no fiscal impact since these products are voluntary and paid via payroll deduction.

Other Information/Recommendation:

Staff and Holmes Murphy unanimously recommend the selection of Allstate Insurance Company

Attachments:

1. 2018 Marketing Analysis with Final Scoring Notes 2018 Marketing Analysis with Final Scoring Notes.pdf

Presentation:

Approvals/Reviews:

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

Marketing Overview

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kevin Pate, Project Engineer, Engineering Services, (325) 657-4263

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider awarding RFB ES-08-18 West Concho Avenue Improvements to Reece Albert, Inc., contingent upon TXDOT approval, in the sum of \$1,760,481.61 for street reconstruction, sidewalk and ADA accessibility, traffic signals, utility construction and drainage modifications between S Randolph St & US 87 (S Koenigheim St) being a project funded with federal, state and local monies and authorizing the City Manager to negotiate and execute said contract (Presentation made by City Engineer Russell Pehl)

Summary/History:

The project was initially advertised for bids to be opened Aug 15, 2018. No bids were received so the project schedule was revised and re-advertised for bids to be opened Oct 10, 2018. One bid from Reece Albert, Inc. in the amount of \$1,760,481.61 was received. COSA portion is \$1,162,503.74 and TXDOT portion is \$597,977.87.

The bid amount is @30% above the Engineer's Opinion of Probable Cost with the COSA portion @22% above and the TXDOT portion @63% above.

Financial Impact:

Bond Fund: \$ 822,693.33
Water Fund: \$ 339,810.41
COSA Total: \$ 1,162,503.74
Fed/TXDOT: \$ 597,977.87
Total: \$ 1,760,481.61

Other Information/Recommendation:

The contract amount to Reece Albert is \$1,760,481.60 of which \$597,977.87 are for TxDot funded items leaving the City responsibility at \$1,162,503.74. The City will be writing the full amount to Reece Albert and get reimbursed from TxDot for their portion. Bids came in \$213,170 higher than estimated for the City's portion of the work and \$232,021 higher than estimated for the TxDot portion.

Resolution authorizing AFA negotiation was passed and approved at the May 1st 2018 council meeting. The AFA was fully executed 5/21/2018. Again the bid amount is higher than the agreed AFA so it will require TxDot approval for the increased amount. As of now the local TxDot office recommends funding but has to wait for approval from State office.

Attachments:

- | | |
|--|---|
| 1. COSA BID TABULATION | COSA BID TABULATION.pdf |
| 2. 28172_City of San Angelo_Contract (2) | 28172_City of San Angelo_Contract (2).pdf |

Presentation:

Russell Pehl

Approvals/Reviews:

Kevin Pate

Russell Pehl

Theresa James

Anthony Wilson

Candice Blake

Tina Dierschke

Theresa James

Becky Dunn

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval



CITY OF SAN ANGELO
RFB: ES-08-18 REBID - WEST CONCHO AVE. IMPROVEMENTS
OCTOBER 10, 2018 AT 2:00PM

BID FORM-COSA ITEMS

City of San Angelo				Reece Albert		
NO.	BID CODE	DESCRIPTION	UNITS	CoSA QUANTITY	UNIT PRICE	AMOUNT
1	104 6001	REMOVING CONC (PAV) (6"-8")	SY	2950	\$ 30.62	\$ 90,329.00
2	104 6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	1060	\$ 9.73	\$ 10,313.80
3	104 6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	470	\$ 20.01	\$ 9,404.70
4	105 6015	REMOVING STAB BASE AND ASPH PAV (8"-10")	SY	430	\$ 24.75	\$ 10,642.50
5	107 001	SEEDING FOR EROSION CONTROL	SY	500	\$ 1.22	\$ 610.00
6	110 6001	EXCAVATION (ROADWAY)	CY	260	\$ 32.20	\$ 8,372.00
7	132 6001	EMBANKMENT (FINAL) (ORD COMP) (TYA)	CY	10	\$ 46.15	\$ 461.50
8	160 001	FURNISHING AND PLACING TOPSOIL	SY	500	\$ 18.95	\$ 9,475.00
9	351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	21	\$ 255.21	\$ 5,359.41
10	360 6047	CONC PVMT (REINF) (6")	SY	2,765	\$ 91.38	\$ 252,665.70
11	433 001	CLEANING AND SEALING JOINTS (CL 5)	LF	6,030	\$ 3.22	\$ 19,416.60
12	500 6001	MOBILIZATION	LS	1	\$ 38,000.41	\$ 38,000.41
13	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	\$ 3,866.98	\$ 19,334.90
14	506 6036	SANDBAGS FOR EROSION CONTROL (6")	LF	30	\$ 13.22	\$ 396.60
15	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	470	\$ 4.48	\$ 2,105.60
16	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	470	\$ 3.02	\$ 1,419.40
17	529 6001	CONC CURB (TY I)	LF	1,210	\$ 16.71	\$ 20,219.10
18	530 6001	INTERSECTIONS (CONC)	SY	1,090	\$ 96.13	\$ 104,781.70
19	530 6004	DRIVEWAYS (CONC)	SY	85	\$ 148.20	\$ 12,597.00
20	531 6001	CONC SIDEWALKS (4")	SY	605	\$ 107.27	\$ 64,898.35
21	531 6004	CURB RAMPS (TY 1)	EA	8	\$ 969.07	\$ 7,752.56
22	531 6010	CURB RAMPS (TY 7)	EA	2	\$ 1,001.62	\$ 2,003.24
23	636 6001	ALUMINUM SIGN (TY A)	SF	12.5	\$ 74.63	\$ 932.88
24	644 6023	IN SM RD SN SUP&AM TYFRP(1)UA(P)	EA	7	\$ 1,261.86	\$ 8,833.02
25	644 6075	RELOCATE SM RD SN SUP&AM (SIGN ONLY)	EA	5	\$ 963.35	\$ 4,816.75
26	644 6076	REMOVE SM RD SN SUP&AM	EA	6	\$ 146.88	\$ 881.28
27	662 6034	WK ZN PAV MRK NON-REMOV (Y)4"SLD	LF	1,000	\$ 6.78	\$ 6,780.00
28	662 6051	WK ZN PAV MRK REMOV (REFL) TY II-A-A	LF	50	\$ 67.84	\$ 3,392.00
29	662 6058	WK ZN PAV MRK REMOV (TRAF BTN) TY Y	EA	150	\$ 61.06	\$ 9,159.00
30	666 6167	REFL PAV MARK TY II (W) 4" (BRK)	LF	200	\$ 1.83	\$ 366.00
31	666 6176	REFL PAV MARK TY II (W) 8" (DOT)	LF	18	\$ 4.07	\$ 73.26
32	666 6178	REFL PAV MARK TY II (W) 8" (SLD)	LF	95	\$ 3.66	\$ 347.70
33	666 6182	REFL PAV MARK TY II (W) 24" (SLD)	LF	780	\$ 9.02	\$ 7,035.60
34	666 6184	REFL PAV MARK TY II (W) (ARROW)	EA	4	\$ 142.47	\$ 569.88
35	666 6192	REFL PAV MARK TY II (W) (WORD)	EA	2	\$ 149.25	\$ 298.50
36	666 6207	REFL PAV MARK TY II (Y) 4" (SLD)	LF	961	\$ 1.76	\$ 1,691.36
36-A	678 6001	PAV SURF PREP FOR MRK (4")	LF	1,161	\$ 0.41	\$ 476.01
36-B	678 6001	PAV SURF PREP FOR MRK (8")	LF	95	\$ 0.81	\$ 76.95
36-C	678 6001	PAV SURF PREP FOR MRK (24")	LF	600	\$ 1.36	\$ 816.00
36-D	678 6001	PAV SURF PREP FOR MRK (ARROW)	EA	4	\$ 47.49	\$ 189.96
36-E	678 6001	PAV SURF PREP FOR MRK (WORD)	EA	2	\$ 67.85	\$ 135.70
37	677 6001	ELEM EXT PAV MRK & MRKS (4")	LF	1,000	\$ 0.68	\$ 680.00
38	2667 001	WATER LINES (18 IN)	LF	170	\$ 153.27	\$ 26,055.90
39	2667 002	WATER LINES (10 IN)	LF	30	\$ 129.18	\$ 3,875.40
40	2667 003	WATER LINES (8 IN)	LF	160	\$ 84.03	\$ 13,444.80
41	2667 004	WATER LINES (6 IN)	LF	60	\$ 58.53	\$ 3,511.80
42	2667 005	WATER VALVES (18 IN)	EA	8	\$ 16,174.51	\$ 129,396.08
43	2667 006	WATER VALVES (10 IN)	EA	2	\$ 2,787.03	\$ 5,574.06
44	2667 007	WATER VALVES (8 IN)	EA	4	\$ 2,089.62	\$ 8,358.48
45	2667 008	WATER VALVES (6 IN)	EA	2	\$ 1,625.58	\$ 3,251.16
46	2667 009	WATER FITTINGS	TONS	2.856	\$ 6,800.00	\$ 19,420.80
47	2667 010	RELOCATE FIRE HYDRANT	EA	1	\$ 4,569.48	\$ 4,569.48
48	2667 011	IRRIGATION PIPE SLEEVE	EA	11	\$ 205.41	\$ 2,259.51
49	ST.01.1	VEHICULAR DIRECTIONAL SIGN	EA	0	\$ -	\$ -
50	ST.11.1	LARGE DOWNTOWN GATEWAY, LARGE FOOTPRINT SIGN	EA	0	\$ -	\$ -
51	CTING	CONTINGENCY	EA	1	\$ 86,300.00	\$ 86,300.00
52		SIGNAL CNTRL BATTERY BACKUP - ALPHA FXM 2000 RUGGED UPS MOD	EA	1	\$ 21,912.90	\$ 21,912.90
53	2667 12	18" X 18" TAPPING SLEEVE & VALVE	EA	2	\$ 34,704.24	\$ 69,408.48
54	2667 13	10" X 10" TAPPING SLEEVE & VALVE	EA	1	\$ 9,602.79	\$ 9,602.79
55	2667 14	8" X 8" TAPPING SLEEVE & VALVE	EA	2	\$ 5,671.29	\$ 11,342.58
56	2667 15	8" X 6" TAPPING SLEEVE & VALVE	EA	1	\$ 6,108.60	\$ 6,108.60
City of San Angelo Total						\$ 1,162,503.74



W. Concho Street: S. Koenigheim Ave to S. Randolph Ave

San Angelo, TX

BID FORM-TxDOT ITEMS

TxDOT

Reece Albert

NO.	BID CODE	DESCRIPTION	UNITS	CoSA QUANTITY	UNIT PRICE	AMOUNT
1	104 6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	120	\$ 12.90	\$ 1,548.00
2	104 6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	50	\$ 56.11	\$ 2,805.50
3	105 6015	REMOVING STAB BASE AND ASPH PAV (8"-10")	SY	140	\$ 38.01	\$ 5,321.40
4	351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	46	\$ 146.78	\$ 6,751.88
5	402 6001	TRENCH EXCAVATION PROTECTION	LF	145	\$ 5.64	\$ 817.80
6	416 6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	42	\$ 386.70	\$ 16,241.40
7	416 6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	12	\$ 542.73	\$ 6,512.76
8	416 6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	22	\$ 678.42	\$ 14,925.24
9	420 6012	CL B CONC (MISC) CY	CY	1	\$ 1,153.31	\$ 1,153.31
10	464 6005	RC PIPE (CL III) (24 IN)	LF	145	\$ 243.73	\$ 35,340.85
11	465 2001	INLET (COMPL) (TY 1)	EA	2	\$ 5,801.48	\$ 11,602.96
12	465 2008	INLET EXT (TY E)	EA	8	\$ 3,581.95	\$ 28,655.60
13	465 6225	JUNCTION BOX (COMPL) (SPL)	EA	1	\$ 4,444.63	\$ 4,444.63
14	496 6002	REMOVE STR (INLET)	EA	1	\$ 2,440.92	\$ 2,440.92
15	496 6007	REMOVE STR (PIPE)	LF	80	\$ 33.36	\$ 2,668.80
16	500 6001	MOBILIZATION	LS	1	\$ 56,970.82	\$ 56,970.82
17	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$ 3,866.98	\$ 7,733.96
18	506 6036	SANDBAGS FOR EROSION CONTROL (6")	LF	70	\$ 13.22	\$ 925.40
19	529 6001	CONC CURB (TY I)	LF	110	\$ 33.06	\$ 3,636.60
20	530 6001	INTERSECTIONS (CONC)	SY	160	\$ 136.52	\$ 21,843.20
21	531 6001	CONC SIDEWALKS (4")	SY	60	\$ 222.05	\$ 13,323.00
22	531 6004	CURB RAMPS (TY 1)	EA	4	\$ 969.07	\$ 3,876.28
23	618 6023	CONDT (PVC)(SCH 40) (2")	LF	61	\$ 67.84	\$ 4,138.24
24	618 6029	CONDT (PVC)(SCH 40) (3")	LF	98	\$ 74.63	\$ 7,313.74
25	618 6054	CONDT (PVC)(SCH 80) (3") BORE	LF	426	\$ 101.76	\$ 43,349.76
26	618 6070	CONDT (RM) (2")	LF	15	\$ 29.85	\$ 447.75
27	620 6008	ELEC CONDR (NO.8) INSULATED	LF	45	\$ 2.71	\$ 121.95
28	620 6009	ELEC CONDR (NO.6) BARE	LF	325	\$ 2.71	\$ 880.75
29	620 6010	ELEC CONDR (NO.6) INSULATED	LF	357	\$ 3.05	\$ 1,088.85
30	624 6010	GROUND BOX TY D (162922)W/APRON	EA	5	\$ 2,035.25	\$ 10,176.25
31	628 6124	ELC SRV TY D 120/240 060(NS)GS(L)SP(O)	EA	1	\$ 8,819.44	\$ 8,819.44
32	636 6001	ALUMINUM SIGN (TY A)	SF	47.5	\$ 74.63	\$ 3,544.93
33	644 6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	1	\$ 1,261.85	\$ 1,261.85
34	644 6075	RELOCATE SM RD SN SUP&AM (SIGN ONLY)	EA	1	\$ 963.35	\$ 963.35
35	644 6076	REMOVE SM RD SN SUP&AM	EA	1	\$ 146.88	\$ 146.88
36	666 6182	REFL PAV MARK TY II (W) 24" (SLD)	LF	840	\$ 9.02	\$ 7,576.80
37	672 6012	TRAFFIC BUTTON TY I-C	EA	15	\$ 67.84	\$ 1,017.60
38	672 6016	TRAFFIC BUTTON TY W	EA	15	\$ 61.06	\$ 915.90
39	677 6007	ELEM EXT PAV MRK & MRKS (24") (CROSSWALK)	LF	300	\$ 1.36	\$ 408.00
40	680 6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	\$ 61,057.62	\$ 61,057.62
41	680 6004	REMOVING TRAFFIC SIGNALS	EA	1	\$ 10,176.27	\$ 10,176.27
42	682 6001	VEH SIG SEC (12")LED(GRN)	EA	8	\$ 339.21	\$ 2,713.68
43	682 6003	VEH SIG SEC (12")LED(YEL)	EA	8	\$ 339.21	\$ 2,713.68
44	682 6005	VEH SIG SEC (12")LED(RED)	EA	8	\$ 339.21	\$ 2,713.68
45	682 6018	PED SIG SEC (LED)(COUNTDOWN)	EA	8	\$ 881.94	\$ 7,055.52
46	684 6009	TRF SIG CBL (TY A)(12 AWG)(4 CONDR)	LF	872	\$ 3.39	\$ 2,956.08
47	684 6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	1,226	\$ 5.09	\$ 6,240.34
48	684 6021	TRF SIG CBL (TY A)(12 AWG)(16 CONDR)	LF	137	\$ 21.71	\$ 2,974.27
49	686 6033	INS TRF SIG PL AM(S)1 ARM(32')	EA	1	\$ 20,013.34	\$ 20,013.34
50	686 6279	INS TRF SIG PL AM(S)2 ARM(65-44')	EA	1	\$ 54,273.44	\$ 54,273.44
51	687 6001	PED POLE ASSEMBLY	EA	7	\$ 1,696.05	\$ 11,872.35
52	688 6001	PED DETECT PUSH BUTTON (APS) Polara I-Nav	EA	8	\$ 1,899.57	\$ 15,196.56
53	6077 6001	RADIO SET-UP SYSTEM - Ubiquiti system including Ubiquiti NBE-M5-19, cables, brackets, antenna, installation and setup.	EA	1	\$ 678.42	\$ 678.42
54	6083 6001	VIDEO IMAGE & RADAR VEH DETECTION SYS - GridSmart Camera System including camera, processor, communication cables, brackets, installation and setup.	EA	1	\$ 38,669.82	\$ 38,669.82
55	6525	MV PRIORITY CONTROL UNIT W/CABLE - GTT Opticom Preemption System including processor(s), cable, 3 receiver units, brackets, installation and setup.	EA	1	\$ 16,960.45	\$ 16,960.45
TxDOT Total						\$ 597,977.87

W. Concho Street reconstruction and widening, signalization and right turn lane at Koenigheim

Total Construction Cost \$ 1,760,481.61

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Installation of Traffic Control Devices and Intersection Improvements Project
On-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of San Angelo**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement generally described as **Intersection Improvements** at US 87 NB(S. Koenigheim St.) and W. Concho Ave (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **05/01/2018**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project, which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	State	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

Various intersection improvements including installation of a traffic signal, sidewalk, drainage, pavement markings, curb and gutter at the intersection of US 87 North Bound (S. Koenigheim St.) and W. Concho Ave. as shown on Attachment B. State and Federal participation is limited to the improvements within the State right-of-way of US 87.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget, which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	<i>AFA Not Used For Research & Development</i>	

- work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
 - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
 - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	<i>AFA Not Used For Research & Development</i>	

- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	<i>AFA Not Used For Research & Development</i>	

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of San Angelo ATTN: City Manager 72 W. College Ave. San Angelo, TX 76903	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	<i>AFA Not Used For Research & Development</i>	

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as requested by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for three (3) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	<i>AFA Not Used For Research & Development</i>	

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

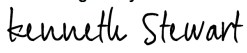
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

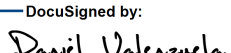
DocuSigned by:

 Signature

Kenneth Stewart
 Typed or Printed Name

Director of Contract Services
 Typed or Printed Title

5/21/2018
 Date

THE LOCAL GOVERNMENT

DocuSigned by:

 Signature

Daniel Valenzuela
 Typed or Printed Name

City Manager
 Typed or Printed Title

5/17/2018 | 3:36 PM CDT
 Date

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

ATTEST:

DocuSigned by:

 Signature
 EE89D610A4D4...

Bryan Kendrick

Typed or Printed Name

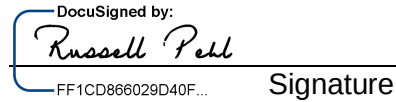
City Clerk

Typed or Printed Title

5/17/2018 | 4:20 PM CDT

Date

APPROVED AS TO CONTENT

DocuSigned by:

 Signature
 FF1CD866029D40F...

Russell Pehl

Typed or Printed Name

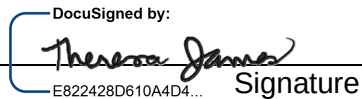
City Engineer

Typed or Printed Title

5/15/2018 | 3:53 PM CDT

Date

APPROVED AS TO FORM

DocuSigned by:

 Signature
 E822428D610A4D4...

Theresa James

Typed or Printed Name

City Attorney

Typed or Printed Title

5/14/2018 | 11:55 AM PDT

Date

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

ATTACHMENT A RESOLUTION OR ORDINACE

DocuSign Envelope ID: 76F961F1-AAC0-4DDE-8CF8-8839BD3EC019

Official Minute Record
May 1, 2018

Volume 2018
Page 200

RESOLUTION #2018-063

A RESOLUTION BY THE SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR INSTALLATION OF TRAFFIC CONTROL DEVICES AND INTERSECTION IMPROVEMENTS AT US 87 NB (S. KOENINGHEIM ST.) AND W. CONCHO AVE.

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115005, authorizing the State to undertake and complete a highway improvement generally described as intersection improvements at US 87 NB (S. Koenigheim St.) and W. Concho Ave. ("Project"); and

WHEREAS, on September 20, 2015, the San Angelo City Council approved the expenditure of up to and not to exceed \$115,000.00 of TIRZ funds for design and surveying services for widening W. Concho Ave. from S. Koenigheim St. to S. Randolph St. which includes the Project area; and

WHEREAS, in accordance with City Council approval, City has completed preliminary engineering plans, specifications, and estimates for the Project which encompasses on-system Texas Department of Transportation (TxDOT) facilities; and

WHEREAS, TxDOT has assigned a Control-Section-Job number assigned to all on-system public highways in Texas of CSJ #0069-07-106; and

WHEREAS, TxDOT and City desire to enter into an Advance Funding Agreement that provides for the division of responsibilities in constructing the Project, and allocates funding for the Project; and

WHEREAS, the Advance Funding Agreement provides that City shall be responsible for managing construction of the Project, and shall obtain reimbursement from the State of Texas for approved Project costs related to construction.

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

PART 1: All recitals above are correct and incorporated into this resolution for all purposes.

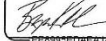
PART 2: The City Manager is hereby authorized to negotiate and execute an Advance Funding Agreement between the City of San Angelo and the State of Texas, acting through the Texas Department of Transportation for installation of traffic control devices and intersection improvements at US 87 NB (S. Koenigheim St.) and W. Concho Ave.

PASSED and APPROVED THIS 1st DAY OF May, 2018.

THE CITY OF SAN ANGELO, TEXAS:

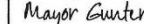
ATTEST:

DocuSigned by:



Bryan Kendrick, City Clerk

DocuSigned by:

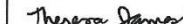


ESCC121DADBB40F

Brenda Gunter, Mayor

APPROVED AS TO FORM:

DocuSigned by:



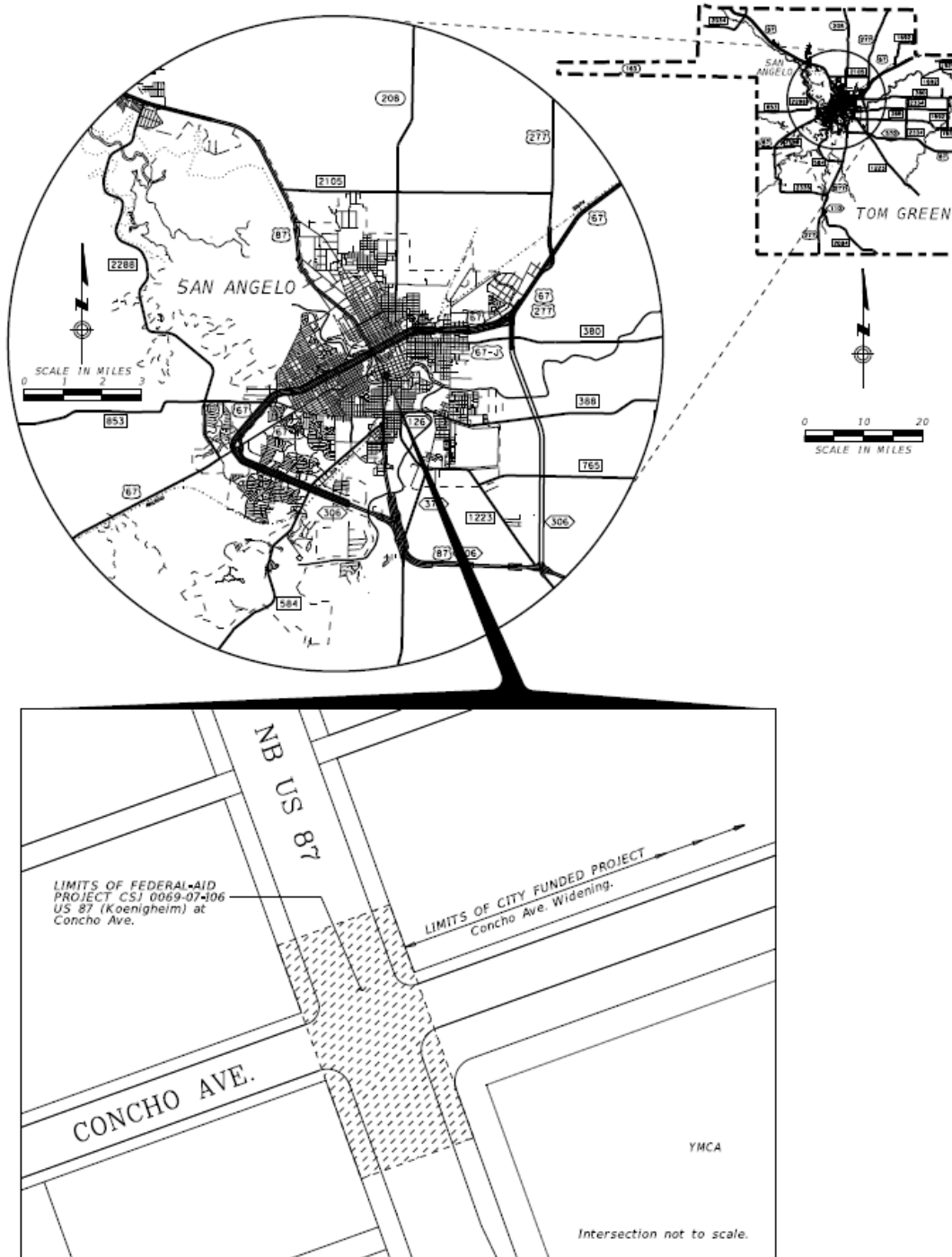
ER22428C610A4D5

Theresa James, City Attorney

TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

ATTACHMENT B

LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0069-07-106	CFDA No.	20.205
District #	07 (SJT)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37400		
Project Name	US 87 at West Concho Ave.	AFA Not Used For Research & Development	

ATTACHMENT C

PROJECT BUDGET

Construction costs will be allocated based on applicable Federal/State funding and the Local Government shall be responsible for project letting and inspection. The State will be responsible for 100% of the Construction costs above the budgeted amount.

Description	Total Estimated Cost	Federal Participation Cost	State Participation Cost	Local Participation Cost
Environmental (by State)	\$0	\$0	\$0	\$0
Construction (Local Government)	\$350,000	\$315,000	\$35,000	\$0
Construction Engineering (by State)	\$40,000	\$0	\$40,000	\$0
Subtotal	\$390,000	\$315,000	\$75,000	\$0
Environmental Direct State Costs	\$7,000	\$0	\$7,000	\$0
Right of Way Direct State Costs	\$1	\$0	\$1	\$0
Engineering Direct State Costs	\$17,500	\$0	\$17,500	\$0
Utility Direct State Costs	\$1	\$0	\$1	\$0
Construction Direct State Costs	\$17,500	\$0	\$17,500	\$0
Indirect State Costs	\$31,986	\$0	\$31,986	\$0
TOTAL	\$463,988	\$315,000	\$148,988	\$0

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Total payment by the Local Government to the State: \$0

The total amount of Local Government participation shall not exceed the amount appearing above.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider a resolution authorizing the Mayor to execute a First Amended Interlocal Agreement with Tom Green County relating to development of the new county jail facility located in northeast San Angelo, providing for construction permitting and inspection fees, and allowing the county to petition for re-annexation (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

On March 7, 2017, the City and County entered into an interlocal agreement that allowed for disannexation of approximately 184 acres of County-owned land, including the proposed new jail facility and other adjacent lands. The primary purpose of the disannexation, to remove these lands from the city limits of the City of San Angelo, was to facilitate a grant application by the County. One of the stipulations of the original agreement was that the property would not be re-annexed into the city limits for a period of at least 5 years. Given that the County did not receive those grant funds, this amendment to the agreement would allow for the County to petition for re-annexation without waiting the full 5 years.

In addition to the change regarding re-annexation, the City and County have negotiated a reduction of building permit fees, given the unique nature of the jail facility and the inspection process. Many of the elements of construction of a jail facility include review and approval by the State and the normal calculation of City building permit fees do not accurately reflect the actual amount of staff time and resources spent on plan review and inspections. Therefore, staff is proposing a fee reduction for the jail project resulting in one-half of the normal building and related permit and inspection fees.

Financial Impact:

This agreement would authorize building and related permit fees to be reduced to one-half the normal permit fees. Given the unique nature of the jail project, staff believes the calculated fees of \$156,374 do not accurately reflect the staff time and resources that will be necessary to review and inspect this facility. Therefore, staff supports this reduction in building fees of 50%, resulting in an estimated fee of \$78,187.

Other Information/Recommendation:

No Board or Commission recommendations are required.

Attachments:

1. 1st Amended Interlocal Agreement Resolution 18-501_PL_TGC_JAIL_1ST_AMEND_INTERLOCAL_RESO.docx

Presentation:

Jon James

Approvals/Reviews:

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

A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDED INTERLOCAL AGREEMENT WITH TOM GREEN COUNTY RELATING TO DEVELOPMENT OF THE NEW COUNTY JAIL FACILITY LOCATED IN NORTHEAST SAN ANGELO, PROVIDING FOR CONSTRUCTION PERMITTING AND INSPECTION FEES, AND ALLOWING THE COUNTY TO PETITION FOR RE-ANNEXATION; AND, FINDING A PUBLIC PURPOSE AND BENEFIT THEREFORE.

WHEREAS, Tom Green County is developing a new county jail facility (PD16-02) until recently located in the corporate limits of the City, in northeast San Angelo, east of the point where south bound Highway 277 merges with southbound Highway 67 (hereinafter “Jail Facility” or “PD”); and,

WHEREAS, TGC petitioned for disannexation of 184.627 acres of property (the “Property”) for purposes of facilitating the county’s eligibility for state funding of necessary infrastructure relating to construction of new jail facilities, effective upon adoption of the disannexation ordinance on March 7, 2017 ; and,

WHEREAS, TGC and City entered into an Interlocal Development Agreement effective upon disannexation, guaranteeing the continued extraterritorial status of the PD for a period of five years from the effective date of disannexation; and,

WHEREAS, TGC was not awarded the grant funding for which it sought eligibility through disannexation; and,

WHEREAS, TGC desires the opportunity to petition for re-annexation; and,

WHEREAS, the TGC jail project is unique in that it is subject to construction standards established by the State and that the standard value-based building fee calculation does not accurately reflect the City’s cost of providing building permitting and inspection services;

WHEREAS, the City Council has determined that this First Amended Interlocal Development Agreement permitting the county to petition for re-annexation of the jail facility and providing for construction permit and inspection fees, serves a public purpose and is in the best interests of the citizens of the City;

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

1. The foregoing recitals are found to be true and correct and are adopted as a part of this Resolution.

2. The Mayor is hereby authorized to negotiate and execute the First Amended Interlocal Development Agreement with Tom Green County relating to development of the new Tom Green County jail facility, supersedeing the prior interlocal agreement effective upon disannexation of the county property, providing for construction permitting and inspection fees, and allowing the county to petition for re-annexation, in substantially the attached form, and all related documents.

PASSED and APPROVED THIS 6th DAY OF November, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 6, 2018

Item type: Consent Item

Caption:

Consider a resolution allowing the City Manager or his designee to negotiate and execute a contract with the Chamber of Commerce Convention & Visitors Bureau allocating Hotel Occupancy Tax funds and to set an absolute dollar amount for contributions of HOT funds to the City of San Angelo Civic Events Division (Presentation made by Finance Director Tina Dierschke)

Summary/History:

City staff is requesting that the City Council consider a resolution allowing staff to negotiate terms of the Chamber of Commerce Convention and Visitors Bureau (CVB) contract for use of Hotel Occupancy Tax (HOT) dollars and to set an absolute dollar amount for contributions of HOT funds to the City of San Angelo Civic Events Division (CE).

The current contract with the CVB expires on September 30, 2019, and the new contract would expire on December 31, 2019. The substantive changes to the contract were requested by the CVB and include:

1. Moving the contract end date from September 30 to December 31 to allow the expiration date to coincide with the Chamber's fiscal year; and
2. Clarifying the language that addresses the calculation of any unspent funds that should be remitted back to the City at year-end.

Staff recommends a set dollar amount of \$940,000 for CE which was determined as the amount needed to fund operations in the current fiscal year. The Civic Events Advisory Board reviewed this recommendation on November 1, 2018.

The City of San Angelo levied the hotel occupancy tax for the operation of convention facilities, the promotion of tourism, and the improvement of the arts. Current contracts and ordinances allocations are as follows:

- 48% of tax receipts to City of San Angelo Civic Events;
- \$865,000 to the Convention & Visitors Bureau;
- 5% to the San Angelo Cultural Affairs Council;
- \$50,000 to City of San Angelo Fort Concho;
- \$50,000 to City of San Angelo Texas Bank Sports Complex;
- \$37,500 to Downtown San Angelo, Inc.; and
- \$50,000 to the San Angelo Performing Arts Council (SAPAC)

The current tax rate is 7% for the City of San Angelo. The state levies an additional 6%. No change is proposed to the tax levy.

Financial Impact:

The current budget and proposed contract would allocate \$216,250 for the three month period of October 1, 2018 to December 31, 2018, and \$865,000 to the Convention & Visitors Bureau for the 12 month period from January 1, 2019 to December 31, 2019. No changes were made to the monetary allotment.

The resolution would ratify this contract and set an absolute dollar amount of \$940,000 rather than a 48% share of total HOT receipts for Civic Events. The original budget for FY19, based on a 48% allocation, was \$1,076,476 (a difference of \$136,476).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|---|---|
| 1. | Chamber CVB Contract with the City 2018-2019 -
Bruce's Signature | Chamber CVB Contract with the City 2018-2019 - Bruce's
Signature.pdf |
| 2. | CVB_CE changes | CVB_CE changes.pptx |
| 3. | 19-046 RES amend CVB contract and funding of Civic
events | 19-046 RES amend CVB contract and funding of Civic
events.docx |

Presentation:

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

CONVENTION AND VISITORS BUREAU CONTRACT

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

This *Convention and Visitors Bureau Contract* ("Contract") is between the City of San Angelo, Texas, a home rule municipal corporation ("City") acting herein by and through its duly authorized City Manager, and the San Angelo Chamber of Commerce, Inc. a Texas non-profit corporation ("Chamber") acting herein by and through its duly authorized President, is effective as of October 1, 2018 ("the Effective Date").

WHEREAS, City owns a coliseum, an auditorium, parks, sports facilities, and a convention center that are used to promote tourism, to host conventions, meetings, and sporting events, and to encourage and facilitate cultural events for the citizens of San Angelo;

WHEREAS, Chamber, through its staff and membership, promotes, organizes, sponsors, advertises, and supports tourism, conventions, athletic events, hunting and fishing, boat and water sports, bus tours, festivals, summits, workshops, reunions, competitions, symposia, clinics, conferences, and similar events;

WHEREAS, Chamber is therefore uniquely situated to promote tourism and the convention and hotel industry through its various activities and through its relationships with other persons and entities in San Angelo and the Concho Valley, including but not limited to the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants; advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City of San Angelo and its vicinity; the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums in and about San Angelo, all of which are frequented by tourists and convention delegates; encourage sporting events in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity; the acquisition of signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality; and generally to enhance and promote tourism and the convention and hotel industry as permitted by Chapter 351 of the Texas Tax Code;

WHEREAS, City levies a tax upon hotel and motel occupancy within the City of San Angelo as authorized by law for the promotion, solicitation, encouragement, and development of tourism and conventions for City ("the Occupancy Tax"); and,

WHEREAS, the parties executed a Convention and Visitors Bureau Contract, effective October 1, 2016, through September 30, 2019, providing that Chamber supervise those programs

which promote tourism and the convention industry and which are funded by said hotel and motel occupancy tax by operating a Convention and Visitors Bureau ("Bureau"), and the parties desire to continue such funding and programs:

NOW, THEREFORE, in consideration of the premises and covenants herein contained, City and Chamber agree as follows:

1. Formation. City does hereby engage and hire Chamber to continue to manage and operate a Bureau and to render the services herein contained, and Chamber does hereby agree to accept such hiring and engagement and to discharge such duties in accordance with the terms and conditions herein set forth.
2. Independent Contractor. In performing its duties and responsibilities hereunder, the parties acknowledge and agree that Chamber is and shall be an independent contractor and not an officer, agent, or employee of City. This Contract is not intended to create a joint enterprise. There is no direct pecuniary purpose or profit motive, but rather the purpose of this Contract is to further the public good. Additionally, Chamber has the sole right to continue and manage its operations.
3. Operation. Bureau shall encourage, promote, and solicit tourism and conventions for the City of San Angelo.
4. San Angelo Convention and Visitors Bureau Board. To assist in encouraging, promoting, and soliciting tourism and conventions for City, Chamber shall appoint annually a San Angelo Convention & Visitors Bureau Board whose members and composition shall be determined by Chamber. The Board shall perform, among others, the following functions:
 - 4.1. Encourage and promote the development of tourism and conventions in the City of San Angelo.
 - 4.2. Recommend to Chamber projects and programs to promote, encourage and solicit tourism and conventions for the City of San Angelo.
 - 4.3. Advise and assist Chamber in the preparation of the annual budget of Bureau.
5. Budget and Funding. Attached hereto and incorporated herein as Exhibit "A" is a written operating budget for Bureau for the term of this Contract ("the Budget"). City agrees to pay Eight Hundred Sixty-Five Thousand and No/100 Dollars (\$865,000.00) ("the Contract Amount") to Chamber for the operation of Bureau and the uses listed on the Budget. The execution of this Contract shall constitute the written approval of the Budget by City as well as City's consent to the expenditure of the fund balances listed below. The Contract Amount shall be paid to Chamber in monthly installments without regard to the amount of Occupancy Tax revenue received over any period of time.
 - 5.1. Fund Balances: The following fund balances are designated and approved for use by Bureau in addition to the Contract Amount of \$865,000:

Fund Balance:\$263,878.82
Sports Promotion:\$40,000.00
CVB Bid Incentive Project:\$40,000.00

6. Use of Funds. It is expressly understood and agreed by City and Chamber that all funds received from the Occupancy Tax that are paid to Chamber shall be used solely for the purposes set forth above with the overall goal of promoting and soliciting conventions and tourism for the City of San Angelo. The approval of this Contract evidences the consent of City for the expenditures set forth on the attached Exhibit "A" and the above-referenced funds balances. The parties to this Contract further stipulate that the amounts set forth on the Budget designated for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs are to be incurred directly in the promotion of conventions and tourism for City. It is further agreed that contract amounts expended for travel shall be limited to events or activities the primary purpose of which is directly related to the promotion of tourism and the convention industry.

7. Benchmarks and Budget Conference. The parties expressly agree that no less than quarterly a representative of Bureau shall meet with the Mayor, the City Manager, and an additional member of the City Council of the City of San Angelo, or a person designated by such City officials, with a view toward establishing objective goals and standards by which the expectations and performance of both parties to this Contract shall be evaluated and by which the goals and objectives of this Contract shall be measured (such criteria referred to herein as "Benchmarks"). The meetings to set and evaluate these Benchmarks shall be scheduled at least one month prior to the quarterly reports referenced in Paragraphs 8 and 10 below.

7.1. *Budget Conference:* No later than September 15th of each year or the first day in September after such date that is not a Saturday, Sunday, or legal holiday, one or more representatives of Bureau will meet and confer with one or more representatives of City to discuss and prepare a budget for the next calendar year.

8. Financial Records. Chamber shall maintain complete and accurate financial records of all expenditures of the Contract Amount by Chamber and shall make periodic reports to the City Council no less than quarterly listing all expenditures and evaluating the progress of the parties toward the fulfillment of the Benchmarks. In addition, the Contract Amount shall be segregated in one or more separate accounts and shall not be commingled with any other funds. The City Council may, upon reasonable notice, audit all books and records of Chamber and Bureau. All expenditures shall be made in accordance with the Budget or as authorized in a fund balance. Additionally, Chamber shall comply with Texas Tax Code, Section 351.108 as applicable.

9. Group Insurance Program Participation. Employees of Bureau may participate in City group health, dental, and life insurance programs at the premium costs in effect for City employees, so long as such participation is legally permissible.

10. Reporting. Chamber shall report quarterly to the City Council on the Bureau's progress and plans regarding advertising, promotions, travel shows, and the general progress of Bureau in promoting tourism, conventions, and cultural events for the City of San Angelo.

11. Unspent Funds Returned. Unless waived by City, upon termination of this Contract, Bureau shall deliver to City all unspent funds from the Contract Amount less the \$343,818.82 approved fund balances and all removable personal property purchased with the Contract Amount during the term of the Contract. Unspent funds will be calculated and returned at the end of the year calendar year.
12. Term. This Contract shall be for a three (3) month term, beginning from its Effective Date on October 1, 2018, and ending December 31, 2018, unless sooner terminated. This contract will automatically renew for a one-year term, beginning January 1, 2019, and ending December 31, 2019; provided, however, if the parties are unable to agree to a new Budget for the second year of this Contract, this Contract shall terminate unless otherwise agreed by the parties.
13. Termination. This Contract may be terminated for cause if after 30 days' notice of any default of deficiency by City, Chamber fails or is unable to cure any specified default or deficiency.
14. Assignment. This Contract may not be assigned by either party without the prior written consent of the other party. Additionally, no sub-grants shall be allowed without prior written consent of City.
15. Hold Harmless. To the extent permitted by law, each party agrees to indemnify, save harmless, and defend the other from any and all claims, causes of action, and damages of every kind arising from the operations of the other, its officers, agents, and employees, carried out in furtherance of this Contract.

{signatures appear on next page}

EXECUTED in duplicate originals this _____ day of _____, 2016.

THE CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Julia Antilley, Deputy City Clerk

SAN ANGELO CHAMBER OF COMMERCE, INC.

By: Bruce Partain
Bruce Partain, President

ATTEST:

_____, Secretary

APPROVED AS TO CONTENT:

Tina M. Dierschke, Director of Finance

APPROVED AS TO FORM:

Theresa James, City Attorney



City Council

November 6, 2018



Convention & Visitors Bureau Contract

Changes include:

Moving the contract end date from September 30 to December 31 to allow the expiration date to coincide with the Chamber's fiscal year; and

Clarifying the language that addresses the calculation of any unspent funds that should be remitted back to the City at year-end.

***No changes to the monetary allocation.



Civic Events Fund Allocation

Current allocation (48%) - \$1,076,476

Proposed allocation - \$940,000

Difference - \$136,476





City Council

November 6, 2018



**A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDED CONTRACT WITH THE SAN ANGELO CHAMBER
OF COMMERCE TO MANAGE AND OPERATE THE SAN
ANGELO CONVENTION AND VISITORS BUREAU (“VISITORS
BUREAU”) AND PROVIDE RELATED SERVICES TO
ENCOURAGE, PROMOTE AND SOLICIT TOURISM AND
CONVENTIONS FOR THE CITY; APPROVING AN OPERATING
BUDGET FOR FY2018 FOR THE VISITORS BUREAU
ALLOCATING HOTEL OCCUPANCY TAX FUNDS FOR SAID
SERVICES; AND ALLOCATING A FIXED BUDGET AMOUNT OF
HOTEL OCCUPANCY TAX FUNDS TO CIVIC EVENTS.**

WHEREAS, City levies a tax upon hotel and motel occupancy within the City of San Angelo as authorized by law for the promotion, solicitation, encouragement, and development of tourism and conventions for the City;

WHEREAS, City owns a coliseum, an auditorium, parks, sports facilities, and a convention center that are used to promote tourism, to host conventions, meetings, and sporting events, and to encourage and facilitate cultural events for the citizens of San Angelo; and,

WHEREAS, the Chamber, through its staff and membership, promotes, organizes, sponsors, advertises, and supports tourism, conventions, athletic events, hunting and fishing, boat and water sports, bus tours, festivals, summits, workshops, reunions, competitions, symposia, clinics, conferences, and similar events, and also operates a visitor’s center within its offices; and,

WHEREAS, the Chamber in the past has provided services for management and operation of the Visitors Bureau and related services to encourage, promote and solicit tourism and conventions for the City and remain; and,

WHEREAS, the City of San Angelo Civic Events Division is responsible for managing and hosting tourism events and conventions for the City of San Angelo; and,

WHEREAS, the Civic Events operating budget has been based on a percentage of Occupancy tax received by the City; and,

WHEREAS, the City Council has determined that it is more prudent to base the Civic Events budget on a fixed budget amount without regard to the amount of Occupancy Tax collected; and

WHEREAS, the Council has reviewed and approved the FY 2018 operating budget of Eight Hundred Sixty-Five Thousand and No/100 Dollars (\$865,000.00) presented by the Chamber to provide management of the Visitors Bureau and related services for promotion and solicitation of tourism and conventions for the City.

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

Part 1: The City Manager is authorized to execute the Convention and Visitors Bureau Contract with the San Angelo Chamber of Commerce, Inc. attached hereto as Exhibit "A" for operation and management of the San Angelo Convention and Visitors Bureau and to provide related services to encourage, promote and solicit tourism and conventions for the City.

Part 2: The City Manager and staff are instructed to change the funding of the Civic Events Division from a percentage of the Occupancy Tax collected to a set budget amount of \$940,000 for Fiscal year 2018/2019 and to continue funding the division with a fixed amount in future budgets.

PASSED and APPROVED THIS _____ DAY OF _____, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, Interim City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney