



City Council Agenda 12/11/2018

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on December 11, 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. Recognition of the Finance Department for earning the Certificate of Achievement for Excellence in Financial Reporting for the fifth straight year for its annual comprehensive annual financial report.
- b. Recognition of the Public Information Office for winning eight statewide video awards from the Texas Association of Telecommunications Officers and Advisors.

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 November 20, 2018 City Council regular meeting minutes (Julia Antilley)
- b. Consider termination of the Recreational and Agricultural Lease Agreement with Chase Blanek for non-payment of annual rent on 0.26 Acres out of H. Roth Survey 0814, Abstract 1812, and adjacent to 6455 Chalimar Road (Cindy Preas)
- c. Consider declaring 862 square feet of land out of Lot 8, Block 43, Main Part of San Angelo surplus for the purpose of disposing of surplus property and authorizing the City Manager to execute all documents necessary to convey the surplus property by Quitclaim Deed to the adjacent property owner, Fireside Partners, LLC (Cindy Preas)
- d. Consider declaring the following excess city-owned right of way adjacent to South Concho Drive surplus, and authorize the City Manager to execute all documents necessary to convey by Special Warranty Deed the excess right-of-way to adjacent lot owners, reserving unto the City of San Angelo a blanket easement (Cindy Preas):
 - 1. 4,897 Square feet adjacent to 1590 South Concho Drive (Mach); and
 - 2. 2,152 Square feet adjacent to 1582 South Concho Drive (Wallace)

- e. Consider authorizing the City Manager to execute a short-term lease agreement with the United States of America, acting by the Secretary of the Air Force, for property located at San Angelo Regional Airport (Cindy Preas)
- f. Consider authorizing the City Manager to enter into a five (5) year extension of the current Grazing and Agricultural Lease for the following properties located in the area commonly known as "City Farm" with an understanding at the end of the five (5) year term the properties will be placed for lease for highest sealed bid (Cindy Preas):
 - 1. 888 Acres shown as Tract 1 on the attached Exhibit "A"
 - 2. 294 Acres shown as Tract 2 on the attached Exhibit "A"
 - 3. 1,266 Acres shown as Tract 3 on the attached Exhibit "A"
- g. Consider authorizing the City Manager to execute a lease agreement No. GS-07P-LTX00147, and all documents, between the City of San Angelo and the General Services Administration (GSA) at San Angelo Regional Airport (Mitch Sprunger)
- h. Consider approving a three-year Option to Extend the current contract through BuyBoard with Ener-Tel Services, Inc. in the amount of approximately \$80,000 for various fire and security services to several COSA facilities and authorizing the City Manager to execute all related documents (Ron Lewis)
- i. Consider awarding RFQ PK-04-18 / Professional Services - Landscape Architectural Park and Sculpture Gardens Design at Sunken Garden Park to mma Inc. (Arlington, TX) in the amount of \$75,000, budgeted for FY2019, and authorizing the City Manager to execute any related documents (Carl White)
- j. Consider awarding the following purchases for the Fire Department and authorizing the City Manager to execute any related documents (Ryan Kramer):
 - 1. RFB FS-01-19 Ambulance Chassis to Jim Bass Ford (San Angelo, TX) in the amount of \$84,585 per fiscal year, for the purchase of two units
 - 2. Ambulance Boxes to Frazer using HGAC contract #AM10-18 in the amount of \$330,766 for the purchase and installation of two units
- k. Consider a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services; making provision for city participation in the costs associated with the CIU in the amount of \$40,454, for fiscal year 2019; and finding a public purpose and benefit (Chief Carter)
- l. Consider ratifying a resolution by COSADC authorizing the use of sales and use tax funds in an amount not to exceed \$49,225 to provide an economic development incentive to U.S. Customs & Border Protection Air and Marine Operations (CBPAMO) with participation by the City of San Angelo (Guy Andrews)
- m. Consider ratifying a resolution by COSADC authorizing the Board President to execute a Memorandum of Understanding with the City of San Angelo for planning and design services for a hangar and related infrastructure improvements to municipal airport property utilized by U.S. Customs and Border Protection Air and Marine Operations (CBPAMO) (Guy Andrews)

- n. Consider approving the following Naming Rights Agreements for the San Angelo Stockshow and Rodeo Association, Inc.:
 - 1. City of San Angelo Fairgrounds Livestock Building No. 2 and Livestock Sale Pavilion with G and G Investments, Inc.
 - 2. City of San Angelo Fairground Exhibit Building with First Financial BankShares, Inc. (Theresa James)
- o. Consider approving a Memorandum of Understanding for Joint Curatorial Lab and Storage Space between the City of San Angelo and the San Angelo Museum of Fine Arts and authorizing the City Manager to execute all related documents (Bob Bluthardt)
- p. Second reading of an ordinance approving case PD18-03, a rezoning from the Single-Family Residence (RS-1) and General Commercial Zoning Districts to the Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park at Spring Creek (Jon James)
- q. 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)
- r. Consider approving a maintenance service contract for San Angelo Public Safety Communications in the amount of \$159,569.08, budgeted in FY19 (via carryover in the above budget amendment), between the City of San Angelo and Hexagon, our Computer Aided Dispatch and Records Management System authorizing 24/7 technical support and authorizing the City Manager to execute said maintenance contract and any renewal contract thereafter provided the cost does not increase more than 5% each subsequent year (Chief Carter)

7. Regular Agenda

- a. Consider a resolution in support of the Texas Municipal League's campaign: Our Home, Our Decisions to raise awareness of the State of Texas eroding the ability of local communities to develop local solutions to local problems (Presentation made by Mayor Brenda Gunter and City Manager Daniel Valenzuela)
- b. Discussion and action on the following:
 - 1. Second reading and public hearing of an ordinance amending Chapter 11, Article 11.03 of the San Angelo Code of Ordinances including adopting stormwater quality provisions
 - 2. Adoption of Illicit Discharge Policy (Presentation made by Stormwater Program Administrator Shannon McMillan)
- c. Consider approval and public hearing of the 2017 Consolidated Annual Performance and Evaluation Report (CAPER) (Presentation made by Neighborhood & Family Services Director Bob Salas)
- d. Update on fiscal year 2018 preliminary year-end financial results (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 551.072. 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 regarding:
 - Lot 1, Group 7, Lake Nasworthy Addition
 - P Kurzenacker S-0647, A-1566 and JJ Schaefer S-0646, A-1882
- b. Section 551.071(2) Consultation with Attorney. A governmental body may conduct a closed meeting 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:
 - water rights and contracts for Lake Nasworthy
 - the solid waste contract
 - annual drag boat races
- c. Section 551.074(a)(1) to deliberate the appointment of the City Clerk

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 7th day of December 2018, at 2:15 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.

Recognition

The annual audit report produced by the City's Finance Department has for the fifth straight year earned national accolades. The 2017 comprehensive annual financial report has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada.

The award is the highest form of recognition in governmental accounting and financial reporting. The GFOA said its attainment "represents a significant accomplishment by a government and its management."

The City's comprehensive annual financial report is the yearly financial audit of the City conducted by external auditors and approved by the City Council. The GFOA lauded the report for the fiscal year that ended September 30, 2017. In doing so, it said it demonstrates "a constructive spirit of full disclosure to clearly communicate its financial story."

Our citizens want assurances their city government manages their tax dollars with the utmost efficiency, effectiveness and transparency. Earning this honor five years in a row gives the public a high level of assurance that is indeed the case. Interested taxpayers are invited and encouraged to go to the City's website to read our award-winning audit report.

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

The City of San Angelo Finance Department

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

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 11th day of December, 2018.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

The City's award-winning Public Information Office has won more awards.

The Texas Association of Telecommunications Officers and Advisors honored our Public Information Office's video production efforts with eight statewide awards at its recent conference. That trophy haul included two first-place recognitions and third place for overall excellence for SATV, the City's government access channel.

First-place awards were awarded for the "Clocked In" series that follows public servants as they go about their jobs and for a recruitment video for the SAPD. Videos that promoted cat adoptions, Fort Concho's 150th anniversary, the July 3 Pops Concert, and great places to swim in San Angelo earned second-place trophies. A video highlighting the Nature Center as a hidden gem took a third-place award. The Emmy Award-winning "Shattered Dreams" also won a first-place award in the annual competition of the National Association of Telecommunications Officers of America.

With each of these productions, the Public Information Office used video to engage citizens in their government in fun and meaningful ways.

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

The City of San Angelo Public Information Office

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

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 11th day of December, 2018.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, November 20, 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

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, November 20, 2018, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Legislative Prayer

An invocation was provided by San Angelo Fire Department Chaplain Jay Teague.

3. Pledges

The pledges were led by Jeremiah Tackett (7th grade), TLCA

4. Proclamations/Recognitions

November 24, 2018 was proclaimed as "Small Business Saturday"

December 1, 2018 was proclaimed as "Concho Christmas Celebration Day"

5. Public Comment

Mayor Gunter announced Sulphur Draw is open and thanked staff for ensuring the project deadlines were met so the street can be open for this holiday season.

Council Member Carter announced the Christmas boxes off Paseo will be opened just in time and also thanked staff for their involvement.

Citizen Steve Hampton spoke regarding the recent rainfall and election results.

Citizen Michelle Babiash spoke thanking the city for their support with renovating the Old Central Firehouse.

Assistant Fire Chief Todd Sanford gave an update on the state-funded San Angelo Firefighters that assisted with the Southern California Woolsey wildfire cleanup.

6. Consent Agenda

- a. Approval of the November 6, 2018 City Council regular meeting minutes (Julia Antilley)
- b. Adoption of a resolution abandoning, vacating, and releasing a 20-foot wide utility easement totaling 7,669-square feet, located out of Tract 2, West Texas Rehab Addition, Section Two; and authorizing the Mayor to execute a release of easement and its recording and related documents in a form approved by the City Attorney's Office (Jon James) (Pg. 594, #2018-138)

- c. Approval of Buyboard contract #524-17 from Paradigm Traffic Systems, Inc. (Houston, TX) in the amount of \$197,400 budgeted in FY2019, for the purchase of Alpha Battery Backup Systems and authorizing the City Manager to execute any related documents (Dusty Hohensee)
- d. Award of RFP HR-01-19 Group Life/AD&D and Voluntary Life/AD&D Coverage to Dearborn/BCBS, budgeted in FY19, and authorizing the City Manager to negotiate and execute any related documents (Bryan Kendrick)
- e. Adoption of a resolution approving a donation of funds to the San Angelo Area Foundation, Frances Mertz Memorial Sculpture Maintenance Fund, and authorizing the City Manager to negotiate and execute any documents necessary for the donation of the funds (Carl White) (Pg. 598, #2018-139)

Motion: Council Member Carter made a motion, seconded by Council Member Gonzales, to approve the Consent Agenda as presented, with the exception of item 6c. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve item 6c as presented by Assistant Operations Director Patrick Frerich. The motion carried unanimously (6) ayes to (0) nays.

7. Regular Agenda

- a. First reading and public hearing of an ordinance approving case PD18-03, a rezoning from the Single-Family Residence (RS-1) and General Commercial Zoning Districts to the Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park, being 16.36 acres located to the north and northwest of the Lake Nasworthy Addition – Group Fishermans Road residential subdivision (Presentation made by Planning & Development Services Director Jon James)

Citizen Steve Hampton expressed concern.

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to approve the item as presented with the specific striking of the performance stage from the Accessory Uses section of the ordinance, and adding that any events be dealt with through the Special Events Permit process. The motion carried unanimously (6) ayes to (0) nays.

- b. First reading and public hearing of an ordinance amending Chapter 11, Article 11.03 of the San Angelo Code of Ordinances including adopting stormwater quality provisions (Presentation made by Shannon McMillan Stormwater Program Administrator)

Citizen and Assistant Water Utilities Director Lance Overstreet spoke in support of the item as presented.

Citizen Steve Hampton expressed concern.

Homebuilders Rocky Templin, Gary Cortese, and Tony Jones expressed concern.

Motion: Council Member Carter made a motion, seconded by Mayor Gunter, to adopt the bare minimums that the federal and state governments require, excluding the language added by the City that apply to properties below an acre. The motion failed (2) ayes to (4) nays, with Council Members Hiebert, Thompson, Thomas, and Gonzales casting the dissenting votes.

Citizen Steve Hampton expressed concern.

Citizen and homebuilder Rocky Templin expressed concern.

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to approve the item as presented by staff, adopting the bare minimums set forth by the federal and state government, and incorporating the City language that applies to properties below an acre. The motion failed (3) ayes to (3) nays, with Mayor Gunter and Council Members Carter and Gonzales casting the dissenting votes.

Citizen and homebuilder Gary Cortese expressed concern.

Motion: Mayor Gunter made a motion, seconded by Council Member Carter, to table the motion to the first meeting in December. Mayor Gunter withdrew the motion.

Citizen Steve Hampton expressed concern.

Motion: Council Member Thompson made a motion, seconded by Council Member Carter to move the motion forward for second reading at the first meeting in December. The motion carried unanimously (6) ayes to (0) nays.

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

No action taken on this item. Council, led by Council Member Hiebert, sang Happy Birthday to Tina Dierschke.

- d. First public hearing and introduction 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 (Presentation made by Finance Director Tina Dierschke)

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

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
 - Pivot and irrigation services bid
- b. Section 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 regarding:
 - Block 65, Ft Concho Addition
 - 16.36 Acres P Kurzenacker S-0647, A-1566
 - San Angelo Regional Airport

9. Follow Up and Administrative Issues

a. Consider items discussed in Executive Session, if needed

Motion: Council Member Thompson made a motion, seconded by Council Member Thomas, to award both bids for pivot and irrigation services to All-Tex Irrigation and Water Logistics. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to authorize the City Manager to negotiate the purchase of the North 270 feet of the east half of Block 65 of the Fort Concho Addition (415 E. Avenue A), and to execute all necessary documents. The motion carried unanimously (6) ayes to (0) nays.

b. Consider the schedule of City Council meetings in December 2018 & January 2019

Consensus was to hold future City Council meetings on the following dates:

- December 11, 2018
- January 8, 2019
- January 22, 2019

c. Announcements and consideration of Future Agenda Items

10. Adjournment

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

There being no further business, the meeting adjourned at 11:58 a.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: December 11, 2018

Item type: Consent Item

Caption:

Consider termination of the Recreational and Agricultural Lease Agreement with Chase Blaneck for non-payment of annual rent on 0.26 Acres out of H. Roth Survey 0814, Abstract 1812, and adjacent to 6455 Chalimar Road (Cindy Preas)

Summary/History:

Chase Blaneck, Tenant, entered into a Recreational and Agricultural Lease Agreement with the City of San Angelo (Landlord) for 0.26 acres of land out of H. Roth Survey 0814, Abstract 1812, said land located between 6455 Chalimar Road and the Concho River.

Yearly lease fee of \$306.00 was due on or before June 1, 2018. All collection efforts made by the Real Estate Department have failed.

Failure of Tenant to timely pay Annual Rent constitutes a default of the Lease by Tenant

Financial Impact:

Tenant, Chase Blaneck, failed to pay annual rent and delinquent fees.

Other Information/Recommendation:

Staff recommends termination of the Recreational and Agricultural Lease Agreement with Chase Blaneck for 0.26 acres of land out of H. Roth Survey 0814, Abstract 1812.

Attachments:

Presentation:

Approvals/Reviews:

Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	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: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4407

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider declaring 862 square feet of land out of Lot 8, Block 43, Main Part of San Angelo surplus for the purpose of disposing of surplus property and authorizing the City Manager to execute all documents necessary to convey the surplus property by Quitclaim Deed to the adjacent property owner, Fireside Partners, LLC (Cindy Preas)

Summary/History:

Wesley M. Giesecke, attorney for Fireside Partners, LLC, requests the City declare 862 square feet of land ("alleyway") surplus, said land being part of Lot 8, Block 43, Main Part of San Angelo, and being adjacent to the property commonly known as the Roosevelt "Hotel".

Fireside obtained ownership of the historic Hotel in 2016 and plans to transform the building into condominium-style downtown lofts.

A title search of the Hotel property revealed a cloud on the title dating back to 1925 when the alleyway was reserved for the benefit of Lot 7, Block 43, Main Part of San Angelo, which is now owned by Fireside.

On April 14, 1970, Summary Judgment was rendered in Cause No. 34,689-A, 51st District Court of Tom Green County. Petition by plaintiff, Elizabeth Mooney, alleged the City took possession of the alleyway on May 10, 1967 without authority. The Court ordered the Defendant, City of San Angelo, "has no right, title or interest in the property in controversy...". To affirm this finding and clear all title issues, Mr. Giesecke requests the City Manager or his designee convey to Fireside Partners, LLC by Quitclaim Deed the 862 square feet of land.

Financial Impact:

No financial impact.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|---|---|
| 1. | Declare property surplus Fireside Partners, LLC | Declare property surplus Fireside Partners, LLC.pdf |
|----|---|---|

Presentation:

Approvals/Reviews:

Cynthia Preas
Theresa James
Anthony Wilson
Tina Dierschke

Created/Initiated
Approved
Approved
Approved

Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Final Approval

**GOSSETT, HARRISON,
MILLICAN & STIPANOVIC**

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SAN ANGELO, TEXAS 76903

BOARD CERTIFICATION IS
BY THE TEXAS BOARD OF
LEGAL SPECIALIZATION

*BOARD CERTIFIED - COMMERCIAL REAL ESTATE LAW
**BOARD CERTIFIED - TAX LAW AND ESTATE PLANNING
AND PROBATE LAW

December 5, 2018

Hand-Delivered

Cynthia Preas
Real Estate Manager – Finance Department
City of San Angelo
72 W. College
San Angelo, Texas 76903

**RE: The East 10 feet of Lot 8, Block 43, Main Part of San Angelo, Tom Green County,
Texas**

Dear Mrs. Preas:

This law firm represents Fireside Partners, L.P. (“Fireside”), the owners of tracts out of Lots 7, 8 and 9, Block 43, Main Part of the City of San Angelo, Tom Green County, Texas, as evidenced by the Special Warranty Deed attached hereto as Exhibit “A” (the “Fireside Deed”). Fireside is an experienced local real estate group interested in the revitalization of downtown San Angelo. Fireside purchased the referenced property to reclaim the elegance and charm of the historic Roosevelt Hotel by transforming the building into condominium-style downtown lofts. To achieve the full vision and impact of the project, Fireside must remove all clouds of title to the alleyway behind the Roosevelt, described on the plat attached hereto as Exhibit “B” and by metes and bounds in the field notes attached hereto as Exhibit “C” (the “Alleyway”). There appears to be a question of whether the City of San Angelo owns any interest in the Alleyway. I have researched title to the Alleyway, and in my opinion, the City of San Angelo does not own an interest in and to the Alleyway.

My client is requesting the City of San Angelo to declare the Alleyway as surplus, and to quitclaim any interest in the Alleyway through execution and delivery of the proposed Quitclaim attached hereto as Exhibit “D” (the “Quitclaim”). Please present this letter and all attachments to the City Council of San Angelo for consideration at the December 11, 2018 City Council meeting.

In a Warranty Deed dated July 25, 1925, and recorded in Volume 116, Page 500, Tom Green County Deed Records, a copy of which is attached hereto as Exhibit “E” (the “Taylor Deed”), T.W. Taylor conveyed to Rupert P. Ricker and Floyd C. Dodson a portion of Lot 8, reserving to himself a

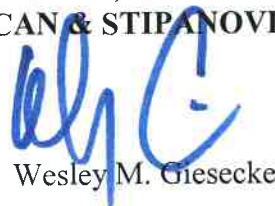
parcel of Lot 8 being a “strip 10 feet wide off of the East side of said tract which 10 feet strip fronts 10 feet on College Avenue and extends back between parallel lines to the North boundary of said Lot No. Eight (8)...”. This reserved parcel is the Alleyway referenced above and is described in the plat and field notes attached hereto as Exhibit “B” and “C”. I have researched the chain of title to Lot 8, and the only instances that the Alleyway is referenced are as exceptions to a conveyance referred to as “[t]he east ten feet of Lot 8”¹. Research does not reveal a subsequent conveyance of the Alleyway; however, please note the conveyance of an alleyway easement to Grantees in the Taylor Deed for the benefit of the property lying to the West of Lot 8, which is Lot 7, Block 43, Main Part of the City of San Angelo, Tom Green County, Texas (“Lot 7”). Fireside Partners, L.P. owns Lot 7, conveyed by the Fireside Deed, and said Lot 7 benefits from the alleyway easement conveyed in the Taylor Deed.

On April 14, 1970, Summary Judgment was rendered in Cause No. 34,689-A in the 51st District Court of Tom Green County, Texas, styled *Elizabeth Mooney vs. The City of San Angelo*, a copy of which is attached hereto as Exhibit “F”. In her petition in this cause, a title search reveals that Elizabeth Mooney alleged that the City of San Angelo took possession of the Alleyway without authority on May 10, 1967. In the Summary Judgment of Cause No. 34,689-A, the Court ordered that the Defendant, the City of San Angelo, Texas “has no right, title or interest in the property in controversy...”. Fireside respectfully requests the City of San Angelo to confirm this finding through recordable instrument, specifically the Quitclaim attached hereto as Exhibit “D”.

I will attend the December 11 City Council meeting to answer any questions that may present themselves. Thank you for all of your help, do not hesitate to contact me with any concerns.

Sincerely,

**GOSSETT, HARRISON,
MILLICAN & STIPANOVIC, P.C.**



Wesley M. Giesecke

¹ See page 4 of Exhibit “A”.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON,
YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING
INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN
REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: September 12, 2016

Grantor: ROOSEVELT HOTEL HOLDING COMPANY, LLC, a Texas Limited Liability Company

Grantor's Mailing Address:

ROOSEVELT HOTEL HOLDING COMPANY, LLC
24 West Concho Street
San Angelo, TX 76904
Tom Green County

Grantee: FIRESIDE PARTNERS, LP, a Texas Limited Liability Company

Grantee's Mailing Address:

FIRESIDE PARTNERS, LP
518 Austin Ave, Ste 300
Waco, TX 76702

Consideration:

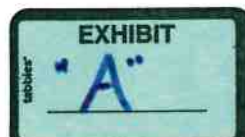
Grantor's intention to make a gift as a charitable contribution under applicable income tax laws and regulations.

Property (including any improvements):

BEING 9608 SQUARE FEET (FIRST TRACT) OUT OF LOTS 8 AND 9 AND ALL OF LOT 7, BLOCK 43, MAIN PART OF THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS; 2776 SQUARE FEET (SECOND TRACT) OUT OF ACRE LOTS 6 AND 7 IN THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS; 4492 SQUARE FEET (THIRD TRACT) OUT OF ACRE LOT 7, MILES ADDITION, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS; AND 4410 SQUARE FEET (FOURTH TRACT) OUT OF LOT 7, BLOCK 43, MAIN PART OF THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS, ALL BEING DESCRIBED MORE PARTICULARLY BY METES AND BOUND DESCRIPTIONS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Reservations from Conveyance:

None.



201615534 COR Total Pages: 10

Exceptions to Conveyance and Warranty:

1. Easement dated March 9, 1964, in favor of West Texas Utilities Company as described and recorded in Volume 460, Page 64 of the Deed Records of Tom Green County, Texas.
2. Validly existing easements, rights-of-way, and prescriptive rights, all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and

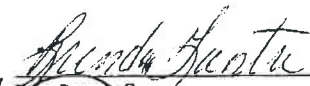
GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

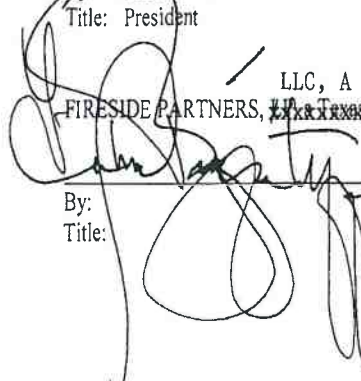
When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

ROOSEVELT HOTEL HOLDING COMPANY, LLC, a Texas
Limited Liability Company


By: Brenda Gunter
Title: President

LLC, A Texas Limited Liability
FIRESIDE PARTNERS, LP, a Texas Limited Partnership Company


By:
Title:

Michael Biggerstaff

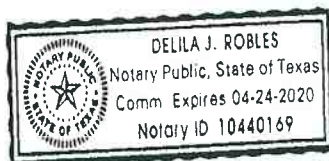
ACKNOWLEDGMENTS:

STATE OF TEXAS)

COUNTY OF TOM GREEN)

Before me, Notary Public, on this day personally appeared Brenda Gunter, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that BRENDA GUNTER executed the same as the act of ROOSEVELT HOTEL HOLDING COMPANY, LLC, a Texas Limited Liability Company, as its President, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of September, 2016.



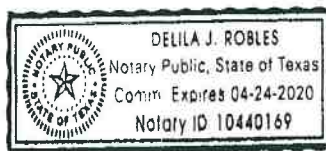
[Signature]
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF TOM GREEN)

Before me, Notary Public, on this day personally appeared Michael Rogers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Michael Rogers executed the same as the act of FIRESIDE PARTNERS, ~~LLC~~ LP, a ~~Texas Limited Liability Company~~ Partnership, as its Partner, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of September, 2016.



[Signature]
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:
The Darby Law Group, PLLC
136 West Twohig Ste E
San Angelo, TX 76903

AFTER RECORDING RETURN TO:
FIRESIDE PARTNERS, LP

Exhibit "A" pg 1

FIRST TRACT: All of Lots 7, 8 and 9, Block 43, Main Part of the City of San Angelo, Tom Green County, Texas. SAVE and EXCEPT:

- (a) That part of Lot 9 conveyed to City of San Angelo by deed dated May 5, 1891, recorded in Volume Z, page 604, Deed Records, Tom Green County, Texas;
- (b) The south 20 feet of Lots 8 and 9, conveyed to City of San Angelo by deed from A. S. Willick et al, dated July 2, 1928, recorded in Volume 145, page 540, Deed Records, Tom Green County, Texas; and
- (c) The east ten feet of Lot 8.

SECOND TRACT A part of Acres Lots Nos. 6 and 7, Miles Addition to the City of San Angelo, Tom Green County, Texas, being a part of Survey 322, and described by metes and bounds as follows: Beginning at the intersection of Chadbourne Street with the South line of Acre Lot No. 6; Thence North 22° 40' West with the East line of said street 20 feet for corner; Thence North 60° East 140 feet to the corner of this tract; Thence South 22° 40' East 20 feet to the South line of Acre Lot No. 7; Thence South 60° West to the place of beginning, and being the same property conveyed by T. W. Taylor et ux, to H. H. Ray et al, by deed dated July 2, 1928, recorded in Volume 144, page 630, Deed Records, Tom Green County, Texas

THIRD TRACT: A part of Acre Lot No. 7, Miles Addition to the City of San Angelo, Tom Green County, Texas and described by metes and bounds as follows: Beginning at the Northeast corner of Lot 7, Block 43, Main Town Addition to the City of San Angelo, Tom Green County, Texas, 33.50 feet S.60° W. from the Southeast corner of said Acre Lot No. 7; Thence N.22-1/2°W. 100.52 feet to a stake, the NW corner of a lot deeded to J. F. Riggs by L. L. Farr and wife, November 17, 1905; Thence S.60°W. 49.45 feet to an iron pin, the NE corner of the Baptist Church lot; Thence S.22-1/2°E. 100 feet to the SE corner of said church lot on the South line of said Acre Lot No. 7; Thence N.60°E. 45.19 feet to the place of beginning, being part of the property conveyed by Dora Buchanan to S. C. Parsons by deed dated January 20, 1926, recorded in Volume 120, page 167, Deed Records, Tom Green County, Texas.

Exhibit "A", pg. 2

FIELD NOTES

First Tract (9608 Square Feet)

June 28, 2012

12-S-0774s

Being an area of 9608 Square Feet of land out of Lots 8 and 9, Block 43, Main Part of the City of San Angelo, Tom Green County, Texas and said 9608 square feet tract being more particularly described by metes and bounds as follows;

Beginning at an "x" found at building corner for the southwest corner of this tract in the east line of North Chadbourne Street and west line of said Lot 9 and also being the intersection of the north line of College Avenue and the east line of said North Chadbourne;

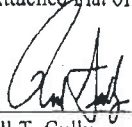
Thence with the west line of this tract and said Lot 9 and with said building, N. 19° 25' 15" W. (Call N. 20° 30' W.) 56.92 feet to a ½" iron rod with cap found for the northwest corner of this tract and said Lot 9;

Thence with the north line of this tract and said Lots 9 and 8, N. 61° 04' 53" E. (Call N. 60° E.) 141.95 feet to a ½" iron rod with cap found for the northeast corner of this tract;

Thence with the east line of this tract, S. 19° 25' 15" E. (Call S. 20° 30' E.) 80.34 feet to a building corner for the southeast corner of this tract in the north line of said College Avenue;

Thence with the south line of this tract and north line of said College Avenue and with said building line, S. 70° 34' 45" W. (Call S. 69° 30' W.) 140.00 feet to the place of beginning and containing an area of 9608 square feet of land.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636

Exhibit "A", pg 3

FIELD NOTES

4410 Square Feet

June 28, 2012

12-S-0774sc

Being an area of 4410 square feet of land out of Lot 7, Block 43, Main Part of the City of San Angelo, Tom Green County, Texas as per map approved and adopted as the Official Map of the City of San Angelo by open council October 8, 1907 and said 4410 square feet tract being more particularly described by metes and bound as follows;

Beginning at a ½" iron rod with cap found for the southwest corner of this tract and said Lot 7 and being on the north line of College Avenue;

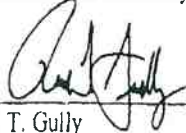
Thence with the west line of this tract and said Lot 7, N. 19° 25' 15" W. 84.01 feet to a ½" iron rod with cap found for the northwest corner of this tract and said Lot 7;

Thence with the north line of this tract and said Lot 7, N. 61° 04' 45" E. 50.69 feet to a ½" iron rod with cap found for the northeast corner of this tract and said Lot 7;

Thence with the east line of this tract and said Lot 7, S. 19° 25' 15" E. 92.38 feet to a ½" iron rod with cap found for the southeast corner of this tract and said Lot 7;

Thence with the south line of this tract and said Lot 7 and the north line of said College Avenue, S. 70° 34' 45" W. 50.00 feet to the place of beginning and containing an area of 4410 square feet of land.

See Attached Plat of Survey.



Russell T. Gully

Registered Professional Land Surveyor No. 5636

Exhibit A, pg 5

FIELD NOTES

Second Tract (2776 Square Feet)

June 28, 2012

12-S-0774n

Being an area of 2776 Square Feet of land out of Acre Lots 6 and 7, Miles Addition, City of San Angelo, Tom Green County, Texas and said 2776 square feet tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" iron rod with cap found for the southwest corner of this tract and being the intersection of the south line of said Acre Lot 6 and the east line of North Chadbourne Street;

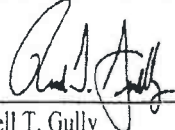
Thence with the east line of said North Chadbourne, N. 21° 34' 56" W. (Call N. 22° 40' W.) to an "x" found for the northwest corner of this tract;

Thence with the north line of this tract and across said Acre Lots 6 and 7, N. 61° 05' 04" E. (Call N. 60° E.) 140.00 feet to a 1/2" iron rod with cap found for the northeast corner of this tract;

Thence with the east line of this tract, S. 21° 24' 56" E. (Call S. 22° 30" E.) 20.00 feet to a 1/2" iron rod with cap found for the southeast corner of this tract;

Thence with the south line of this tract and said Acre Lots 7 and 6, S. 61° 04' 53" W. (Call S. 60° W.) 139.94 feet to the place of beginning and containing an area of 2776 square feet of land.

See Attached Plat of Survey.



Russell T. Gully

Registered Professional Land Surveyor No. 5636

Exhibit "A", pg 6

FIELD NOTES

Third Tract (4492 Square Feet)

June 28, 2012

12-S-0774c

Being an area of 4492 Square Feet of land out of Acre Lot 7, Miles Addition, City of San Angelo, Tom Green County, Texas and said 4492 square feet tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap found for the southeast corner of this tract in the south line of said Acre Lot 7 and being 33.50 feet S. 61° 04' 45" W. (Call S. 60° W.) from the southeast corner of said Acre Lot 7;

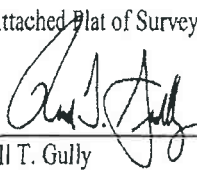
Thence with the south line of this tract and said Acre Lot 7, S. 61° 04' 45" W. (Call S. 60° W.) 45.19 feet to a ½" iron rod with cap found for the southwest corner of this tract;

Thence with the west line of this tract, N. 21° 25' 15" W. (Call N. 22° 30' W.) 100.00 feet to a mag nail found for the northwest corner of this tract;

Thence with the north line of this tract, N. 60° 25' 35" E. 45.26 feet to a ½" iron rod with cap found for the northeast corner of this tract;

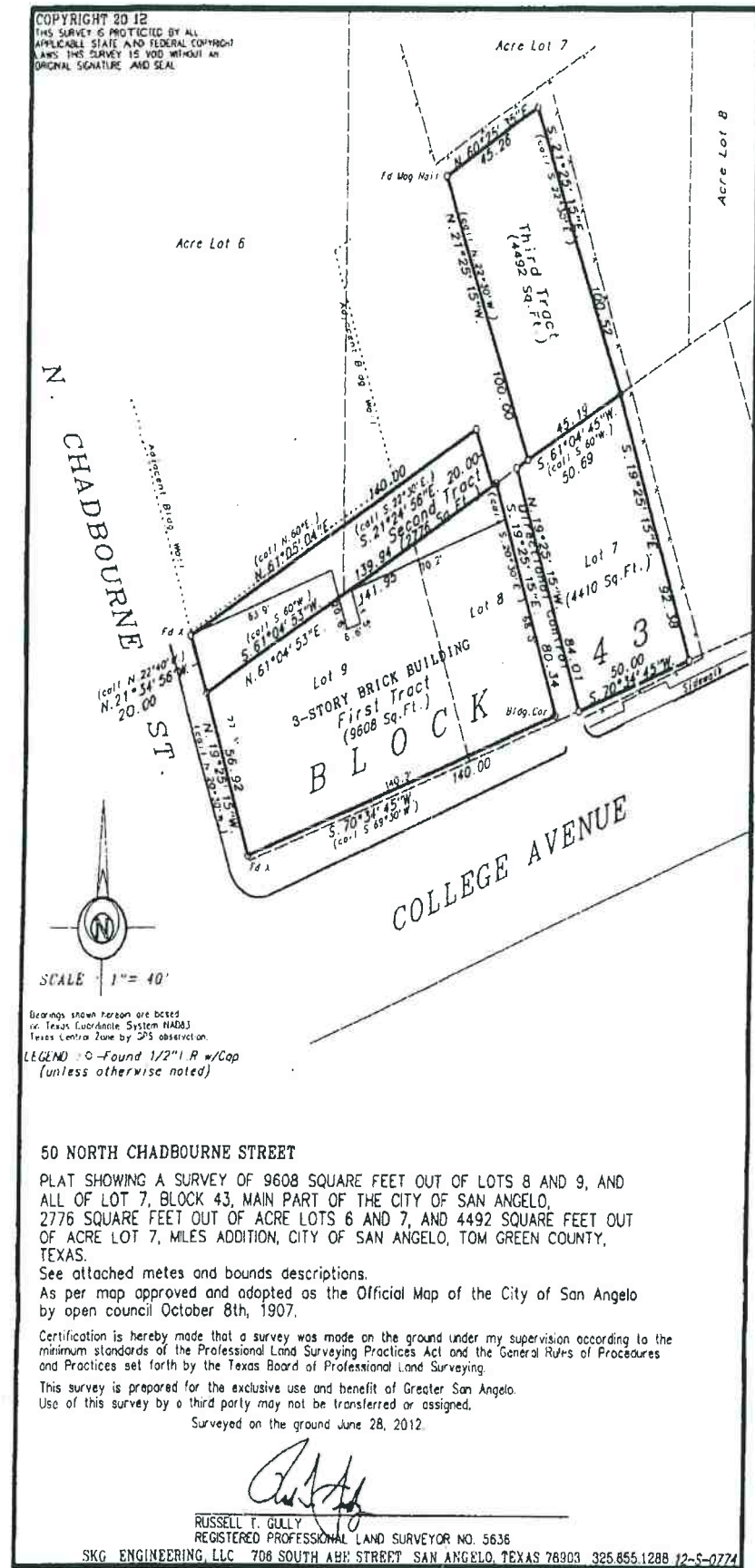
Thence with the east line of this tract, S. 21° 25' 15" E. (Call S. 22° 30' E.) 100.52 feet to the place of beginning and containing an area of 4492 square feet of land.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636

Exhibit "A", pg 7



201614367 DE
Fee: \$58.00
09/15/2016 02:33 PM
Tom Green County, Texas
Elizabeth McGill County Clerk

Elizabeth McGill



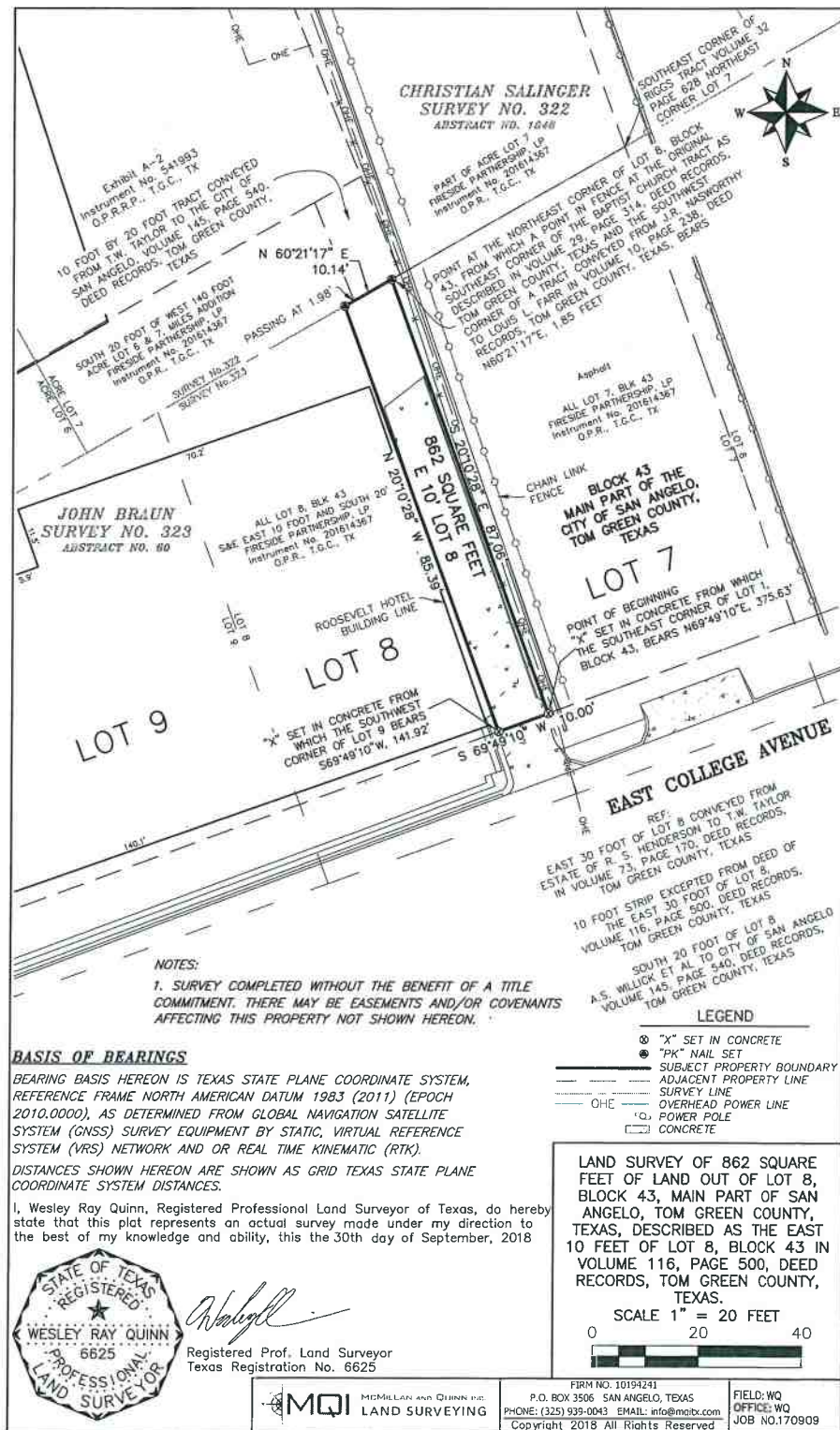
CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Elizabeth McGill

Elizabeth McGill County Clerk
Tom Green County, Texas
10/07/2016 02:55 PM
Fee: \$62.00
201615534 COR



FIELDNOTES

EAST 10' LOT 8, BLOCK 43, MAIN PART CITY OF SAN ANGELO

STATE OF TEXAS

COUNTY OF TOM GREEN

Field notes of 862 square feet of land out of Lot 8, Block 43, Main Part of San Angelo, Tom Green County, Texas, and described as the East 10 foot strip of land out of the East 30 feet of Lot 8, Block 43, Main Part of San Angelo, Tom Green County, Texas, recorded in a deed from T.W. Taylor to Rupert P. Ricker & Floyd C. Dodson, Volume 116, Page 500, Deed Records, Tom Green County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at an "X" set in concrete in the north line of East College Avenue, at the southwest corner of Lot 7, said Block 43, at the southeast corner of said Lot 8, Block 43 for the southeast corner of this herein described tract of land, from which the southeast corner of said Block 43 bears North 69°49'10" West, a distance of 375.63 feet;

Thence with the north line of East College Avenue, south line of said Lot 8, South 69°49'10" West, a distance of 10.00 feet to an "X" set in concrete at the southeast corner of a tract described and recorded in a deed to Fireside Partnership, LP, in Instrument No. 201614367, Official Public Records, Tom Green County, Texas, for the southwest corner of this herein described tract of land;

Thence with the east line of said Fireside Partnership tract, North 20°10'28" West, a distance of 85.39 feet to a "PK" Nail set in the north line of said Block 43, north line of John Braun Survey No. 323, Abstract No. 60, south line of Christian Salinger Survey No. 322, Abstract No. 1848, the south line of Acre Lot 7, Miles Addition, Tom Green County, and the south line of a 20 foot by 140 foot strip of land described as Second Tract in said Fireside Partnership, LP tracts, for the northwest corner of this herein described tract of land;

Thence with said survey line, the south line of said 20 foot by 140 foot Second Tract, the north line of said Lot 8, passing at 1.98 feet the southeast corner of said 20 foot by 140 foot Second Tract, the southwest corner of a 10 foot by 20 foot tract described in a deed conveyed from T.W. Taylor to the City of San Angelo recorded in Volume 145, Page 540, said Deed Records, continuing with the south line of said 10 foot by 20 foot tract, said survey line, north line of said Lot 8 a total distance of 10.14 feet to a "PK" Nail set at the northeast corner of said Lot 8 northwest corner of said Lot 7, for the northeast corner of this herein described tract of land, from which a point in a fence at the original southeast corner of the Baptist Church Tract as described in Volume 29, Page 314, said Deed Records and the southwest corner of a tract conveyed from J.R. Nasworthy to Louis Farr in Volume 10, Page 238, said Deed Records, bears North 60°21'17" East, 1.85 feet;

Thence with the east line of said Lot 8, west line of said Lot 7, South 20°10'28", a distance of 87.06 feet to the Point Of Beginning, containing 862 square feet of land, more or less, subject to all easements of record.

Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK). Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

I, Wesley Ray Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 30th day of September, 2018.



A handwritten signature in black ink, appearing to read "Wesley Ray Quinn".

Registered Professional Land Surveyor
Texas Registration No. 6625

A plat accompanies this metes and bounds description.

Job # 170909 RH



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM

Date: December ____, 2018

Grantor: CITY OF SAN ANGELO, a Texas home rule municipal corporation, acting by and through its duly authorized representative

Grantor's Mailing Address (including county): 72 W. College Ave.,
San Angelo, Texas 76903

Grantee: FIRESIDE PARTNERS, LLC, a Texas Liability Company

Grantee's Mailing Address (including county): 518 Austin Avenue, Suite 300
Waco, Texas 76701

Consideration: \$10 and other good and valuable consideration.

Property (including any improvements):

862 square feet of land out of Lot 8, Block 43, Main Part of San Angelo, Tom Green County, Texas, and described as the East 10 foot strip of land out of the East 30 feet of Lot 8, Block 43, Main Part of San Angelo, Tom Green County, Texas, recorded in a deed from T.W. Taylor to Rupert P. Ricker & Floyd C. Dodson, Volume 116, Page 500, Deed Records, Tom Green County, Texas, and is more particularly described by metes and bounds in the exhibit "A" attached hereto.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.



CITY OF SAN ANGELO
A Texas home rule municipal corporation

Daniel Valenzuela, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

THIS instrument was acknowledged before me on the _____ day of December, 2018
by DANIEL VALENZUELA, as City Manager of the CITY OF SAN ANGELO, a Texas home
rule municipal corporation, on behalf of said corporation by authority of its governing body.

Notary Public – State of Texas

the City of San Angelo, Tom Green County, Texas:

And I also hereby bargain, sell and convey unto the said Central National Bank all of the right, title and interest owned or held by me in said land by virtue of said note herein conveyed and assigned.

Said land and note being fully set out and described in a deed duly executed by A. E. Fuller and wife, Susie Fuller to the said Meredith Young and recorded in Volume ___ page ___ record of deeds for Tom Green County, Texas, which is referred to and made a part hereof for further description.

TO HAVE AND TO HOLD, unto the said Central National Bank, its successors and assigns, the above described note together with all and singular the contract lien, vendor's lien, rights, equities, titles and interest in said land, which I have by virtue of being the vendor in said deed and payee in said note and the legal holder and owner of said note.

And I do hereby covenant that said note is the first and only lien on said land and that all payments, offsets and credits to which said note is entitled do appear on the back of said note.

And I hereby authorize the said Central National Bank, its successors and assigns to release the said vendor's lien on payment of said note by duly executed release.

WITNESS my hand this 17th. day of September, A. D. 1925.

A. E. Fuller.

THE STATE OF TEXAS :
COUNTY OF TOM GREEN. : Before me, the undersigned authority a Notary Public in and for Tom Green County, Texas, on this day personally appeared A. E. Fuller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 17th. day of September, 1925.

(seal)

J. Ransom.

Notary Public in and for Tom Green County, Texas.

Filed for record Sept. 18th. 1925, at 8 o'clock A.M.

Duly recorded Sept. 21st. 1925, at 9 o'clock A.M.

JAS. B. KEATING
COUNTY CLERK.

BY J. Paul DEPUTY.

WTY. DEED.

T. W. TAYLOR.

TO

RUPERT P. RICKER & FLOYD C. DODSON

THE STATE OF TEXAS :

COUNTY OF TOM GREEN. : KNOW ALL MEN BY THESE PRESENTS:

That I, T. W. Taylor of Tom Green County, Texas, for and in consideration of the sum of \$1000.00 in cash to me in hand paid by Rupert P. Ricker and Floyd C. Dodson, the receipt of which is hereby acknowledged; have Granted, Sold and Conveyed, and by these presents do hereby Grant, Sell and Convey unto the said Rupert P. Ricker and Floyd C. Dodson of Tom Green County, Texas, the following described property, rights, privileges and easements to-wit:

First: All of 30 feet off of the East side of Lot No. (8) Eight in Block No. 43 in the Main Part of the City of San Angelo in Tom Green County, Texas, according to the map and plat of said town recorded in the County Clerks office of said County, being the property

EXHIBIT

"E"

conveyed by Mrs. Maggie Loula Henderson to T. W. Taylor by deed dated February 10, 1912, of record in Volume 73, page 170 of deed records of said County, excepting a strip 10 feet wide off of the East side of said tract which 10 feet strip fronts 10 feet on Colledge Avenue and extends back between parallel lines to the North boundary of said Lot No. Eight (8) and said 10 foot strip is not hereby conveyed.

Second: Also the right, privilege and easement of the said Rupert P. Ricker and Floyd C. Dodson to have and use the east 10 feet of said property, being the 10 feet thereof which is not hereby conveyed in fee, as a private alleyway and passway for the benefit of their property lying to the West thereof.

TO HAVE AND TO HOLD said rights, privileges and easements and said premises hereby conveyed, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Rupert P. Ricker and Floyd C. Dodson, their heirs and assigns, forever; and I hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said rights, privileges and easements and said premises hereby conveyed, unto the said Rupert P. Ricker and Floyd C. Dodson, their heirs and assigns against every person whomsoever lawfully claim or to claim the same or any part thereof.

WITNESS my hand this the 25th. day of July, A. D. 1925.

(\$1.00 I.R.S. Cancelled)

T. W. Taylor.

THE STATE OF TEXAS
COUNTY OF TOM GREEN. Before me, the undersigned authority a Notary Public in and for said County and State, on this day personally appeared T. W. Taylor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed:

Given under my hand and seal of office, this 25th. day of July, A. D. 1925.

(seal)

J. A. Thomas.

Notary Public in and for Tom Green County, Texas.

Filed for record Sept. 18th. 1925, at 8.30 o'clock A.M.

uly recorded Sept. 21st. 1925, at 9.15 o'clock A.M.

JAS. B. KEATING.

COUNTY CLERK.

BY *J. Paul* DEPUTY.

WTY. DEED.

WIEEY JEMEYSON.

TO

E. J. JEMEYSON.

THE STATE OF TEXAS

COUNTY OF TOM GREEN.

WHEREAS, E. J. Jemeyson and Wiley Jemeyson are the joint owners of 1264 acres of land situated in Tom Green County, Texas, described as follows:

640 acres being all of Abstract No. 123, Survey No. 70, located by virtue of Certificate No. 70, issued to Charles A. Clark; the North 130 acres of Abstract No. 246, Survey No. 1831, Certificate No. 570, issued to Carl Gleisner, said two tracts being the same as that conveyed to W. J. Jemeyson by James Weddell by deed dated January 25, 1899, recorded in the deed records of Tom Green County Volume 17, page 108, reference to which is here made; and the North 494 acres of Abstract No. 8154, Survey No. 1012, located by virtue of Certificate No. 800, issued to H. E. & W. T. Ry. Co. and being all of said Survey except 146 acres off the South end thereof which was sold off to R. J. Flowers, and said parties have agreed for the

534

Sp

1

10

1

51st Judd
EXHIBIT
"F"

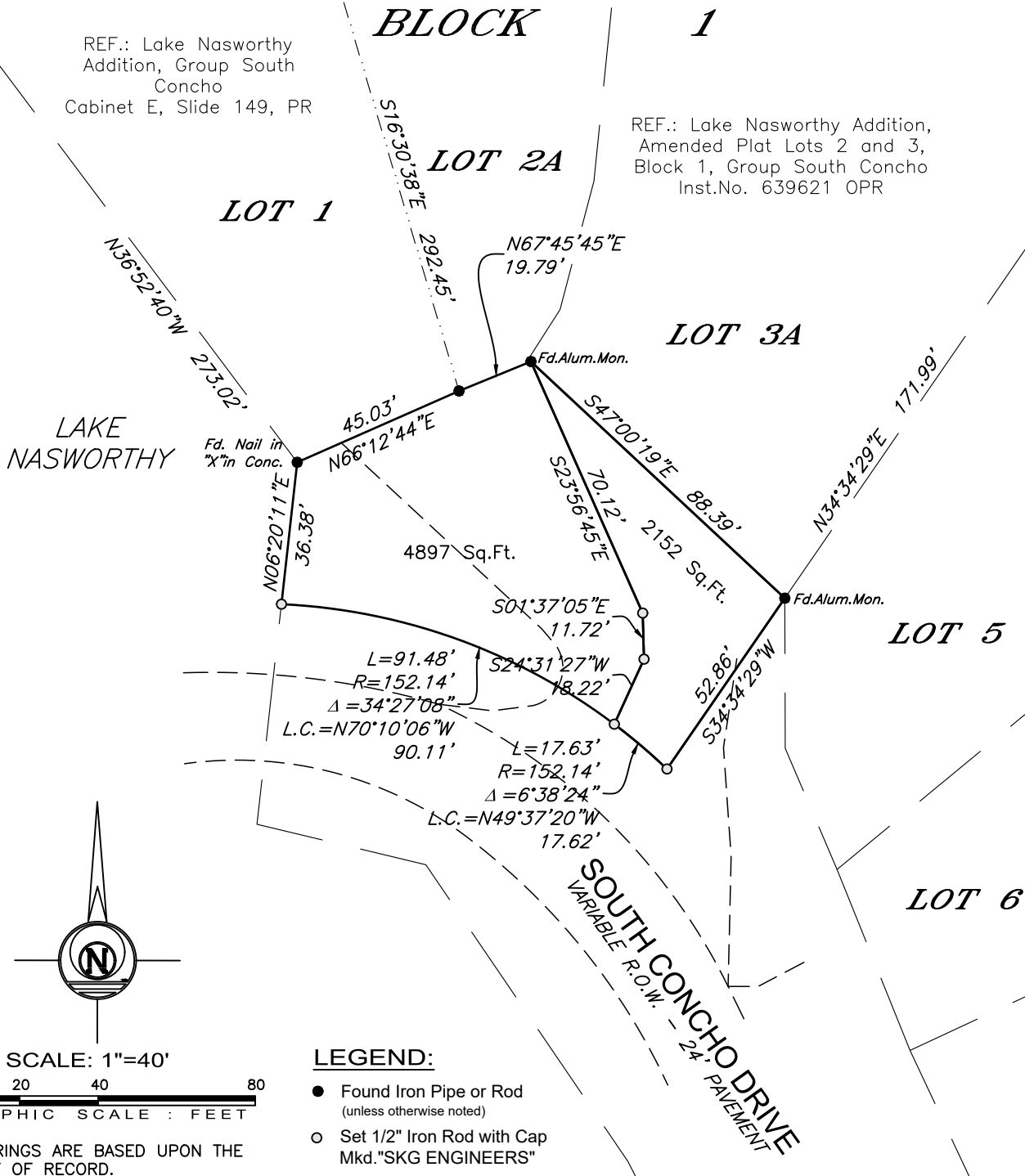
Item type: Consent Item

Created/Initiated
Approved
Approved
Approved
Approved

Allison Strube
Anthony Wilson
Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Approved
Approved
Approved
Final Approval

THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL.



PLAT SHOWING A SURVEY OF 4897 SQUARE FEET AND 2152 SQUARE FEET OUT OF SOUTH CONCHO DRIVE RIGHT OF WAY ADJOINING LOT 1, BLOCK 1, GROUP SOUTH CONCHO AND LOTS 2A AND 3A, BLOCK 1, AMENDED PLAT LOTS 2 AND 3, BLOCK 1, GROUP SOUTH CONCHO, LAKE NASWORTHY ADDITION, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.
See attached field notes.

Certification is hereby made that a survey was made on the ground under my supervision according to the minimum standards of the Professional Land Surveying Practices Act and the General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute a short-term lease agreement with the United States of America, acting by the Secretary of the Air Force, for property located at San Angelo Regional Airport (Cindy Preas)

Summary/History:

The United States of America, through Goodfellow Air Force Base, requests a short-term lease of 3 months for property commonly known as 8154 Hangar Road, San Angelo Regional Airport.

The Leased Premises will be utilized for aeronautical related activities and will not obstruct airline operations.

Financial Impact:

Monthly lease rate will comply with the FAA Airport Compliance Manual - order 5190.6B, for establishing rates for Military Aeronautical Units.

Other Information/Recommendation:

Staff recommends the City Manager negotiate and execute this short term lease and all other documents necessary or convenient to this lease.

Attachments:

Presentation:

Approvals/Reviews:

Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	Approved
Mitch Sprunger	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: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4407

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider authorizing the City Manager to enter into a five (5) year extension of the current Grazing and Agricultural Lease for the following properties located in the area commonly known as "City Farm" with an understanding at the end of the five (5) year term the properties will be placed for lease for highest sealed bid (Cindy Preas):

1. 888 Acres shown as Tract 1 on the attached Exhibit "A"
2. 294 Acres shown as Tract 2 on the attached Exhibit "A"
3. 1,266 Acres shown as Tract 3 on the attached Exhibit "A"

Summary/History:

Historically city staff has recommended the current tenant of grazing and agricultural property be given the opportunity to continue leasing property without placing the property out for highest sealed bid. In 2016 a tenant was given the opportunity to lease grazing and agricultural property without the lease going out for highest sealed bid. The following tenants request the same opportunity:

1. 888 Acres Gary and Sherry Halfmann
2. 294 Acres Roger Strube
3. 1,266 Acres Roger Strube

Staff recommends the leases be extended for five (5) years after which all grazing and agricultural leases will be leased for the highest sealed bid.

The leased property is located within the area commonly known as "City Farm" and can not be sold as it is needed by the Water Utilities Department to support the City's Water Reclamation Facility.

Financial Impact:

Annual lease fee plus rent escalation of 2% annually.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|--|---|
| 1. Map 5 Year Extension on Grazing Ag Leases | Map 5 Year Extension on Grazing Ag Leases.pdf |
|--|---|

Presentation:

None

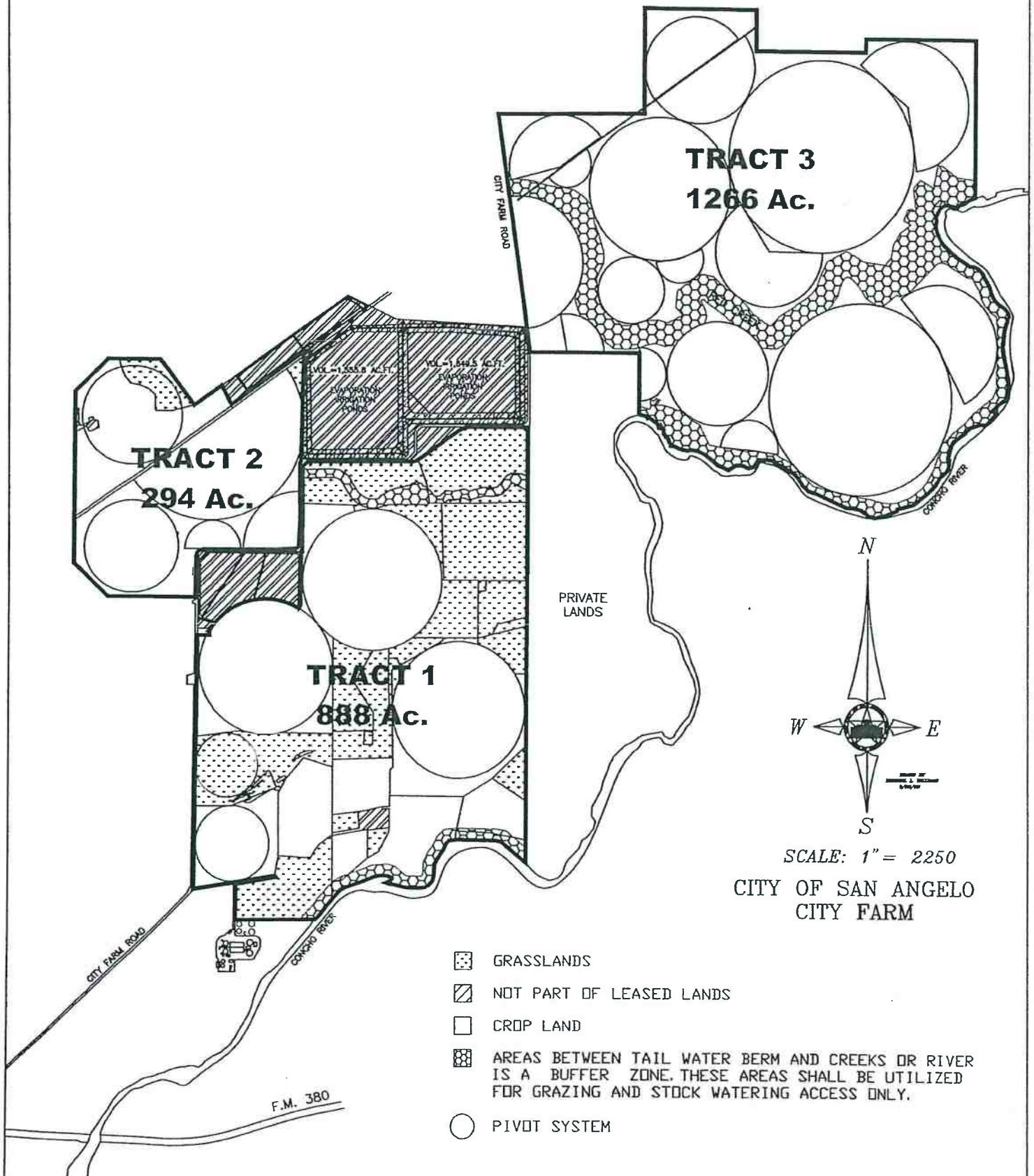
Approvals/Reviews:

Cynthia Preas

Created/Initiated

Theresa James	Approved
Theresa James	Approved
Ricky Dickson	Approved
Shane Kelton	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

EXHIBIT "A"



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Mitch Sprunger, Interim Airport Director, Airport, 325-659-6409

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute a lease agreement No. GS-07P-LTX00147, and all documents, between the City of San Angelo and the General Services Administration (GSA) at San Angelo Regional Airport (Mitch Sprunger)

Summary/History:

GSA currently leases two office areas on behalf of the Transportation Security Administration (TSA). This lease is for the renewal of those leased areas, which are set to expire in January, 2019.

Lease No. GS-07P-LTX00147 is for 500 square feet of office and break room space located at 8618 Terminal Circle. The government will have the use of this space for the operation by the Transportation Security Administration (TSA). The term of the lease will be for five years, with annual lease adjustments based on the Consumer Price Index (CPI).

Financial Impact:

The annual rental rate of the leased space will be \$19,770.00, with a monthly rate of \$1,647.50. The rate will be adjusted on an annual basis based on the Consumer Price Index (CPI).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|-----------------|---------------------|
| 1. | GS-07P-LTX00147 | GS-07P-LTX00147.pdf |
|----|-----------------|---------------------|

Presentation:

Approvals/Reviews:

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

LEASE NO. GS-07P-LTX00147

On-Airport Lease
GSA FORM L201D (October 2017)

This Lease is made and entered into between

San Angelo Regional Airport

(Lessor), whose principal place of business is 8618 Terminal Circle, San Angelo, TX 76904-4097 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**8618 Terminal Circle
San Angelo, TX 76904-4097**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: A total of **500** rentable square feet (RSF), yielding **500** ANSI/BOMA Office Area (ABOA) in square feet of office and related Space located on the airport. The total office space consists of 270 rentable sf yielding 270 ABOA located on the 1st floor of the Air Traffic Control tower and depict on Exhibit "A"; and 230 rentable square feet yielding 230 ABOA located in airport terminal and depicted in Exhibit "A."

B. Common Area Factor: The Common Area Factor (CAF) is established as a factor of 1.00 This factor, which represents the conversion from ABOA to rentable square feet. This factor shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: Parking is provided as depicted on the plan attached hereto as Exhibits "B (1 and 2)."
- B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. This provision is subject to the priority of aeronautical uses and FAA authority.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2017)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 – 5 Firm		Years 6 – 10 Non-Firm	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$16,520.00	\$33.04	\$16,520.00	\$33.04
Operating Costs	\$3,250.00	\$6.50	\$3,250.00	\$6.50
Full Service Rate	\$19,770.00	\$39.54	\$19,770.00	\$39.54

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 500 ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.

E. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"
- Performance or satisfaction of all other obligations set forth in this Lease; and,
- All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **30** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2017)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plans (2 floor plans)	2	A
Parking Plans	2	B
GSA Form 3517B, General Clauses	15	C

1.06 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$6.50** per RSF.

1.07 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: 132036653.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located .
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.05 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the San Angelo Regional Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (OCT 2017)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to the Lease award and throughout the life of the Lease. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2013)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

☒ HEAT	☒ TRASH REMOVAL	☒ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER (Specify below) _____
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING	☒ PAINTING FREQUENCY _____	
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency _____	Space <u>one-time</u>	
☒ WATER (Hot & Cold)	☒ RESTROOM SUPPLIES	☒ CARPET CLEANING	<u>during lease term</u>	
☒ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.	Frequency <u>every 2 years</u>	Public Areas _____	

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **03:30AM to 12:30 AM**.

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may

require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. **In person.** Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. **RETAINING SBU DOCUMENTS.** SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://csrc.nist.gov/publications/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2016)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

N/A

Exhibit "A₍₁₎"

Initials: _____
Lessor Government

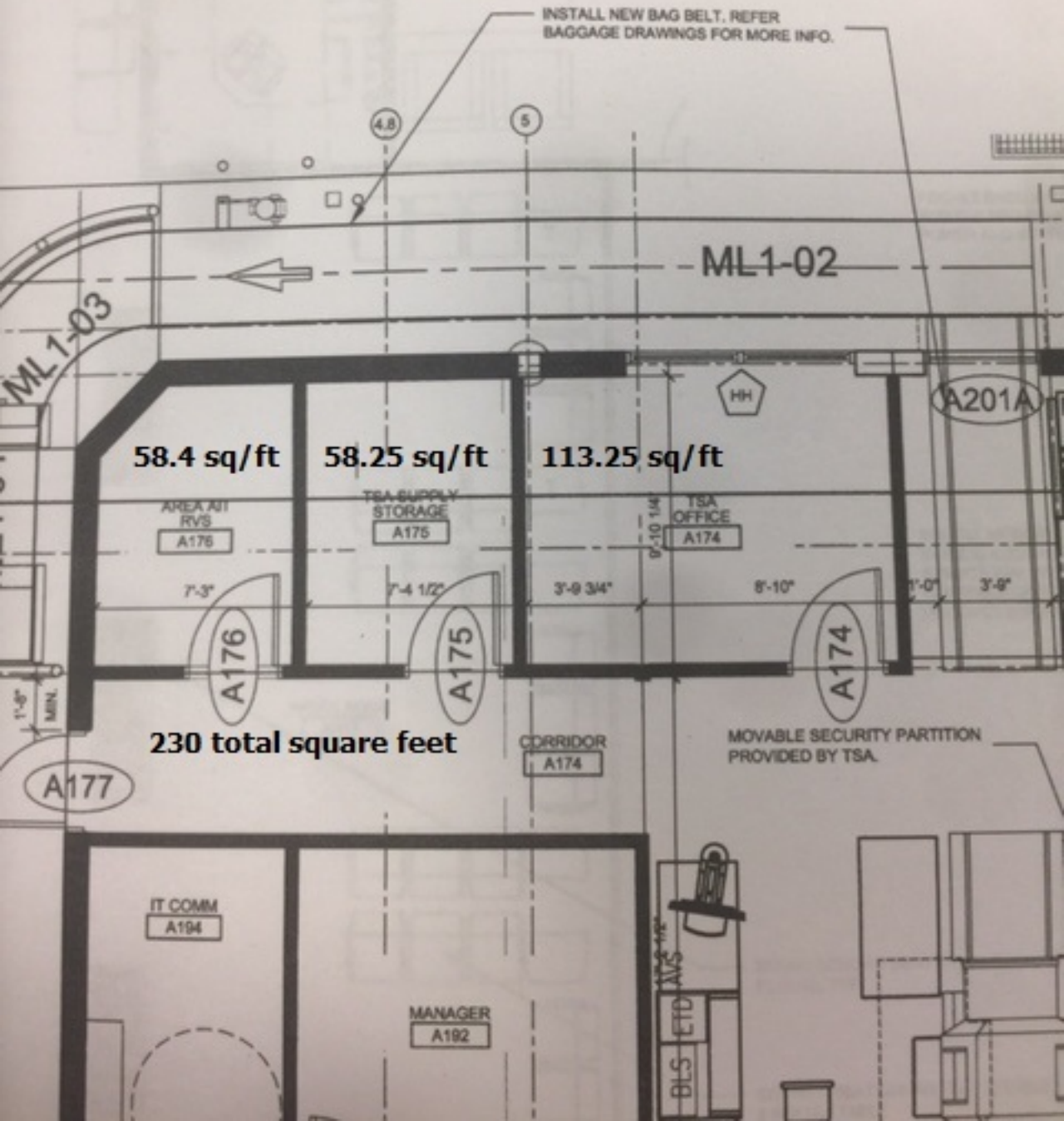
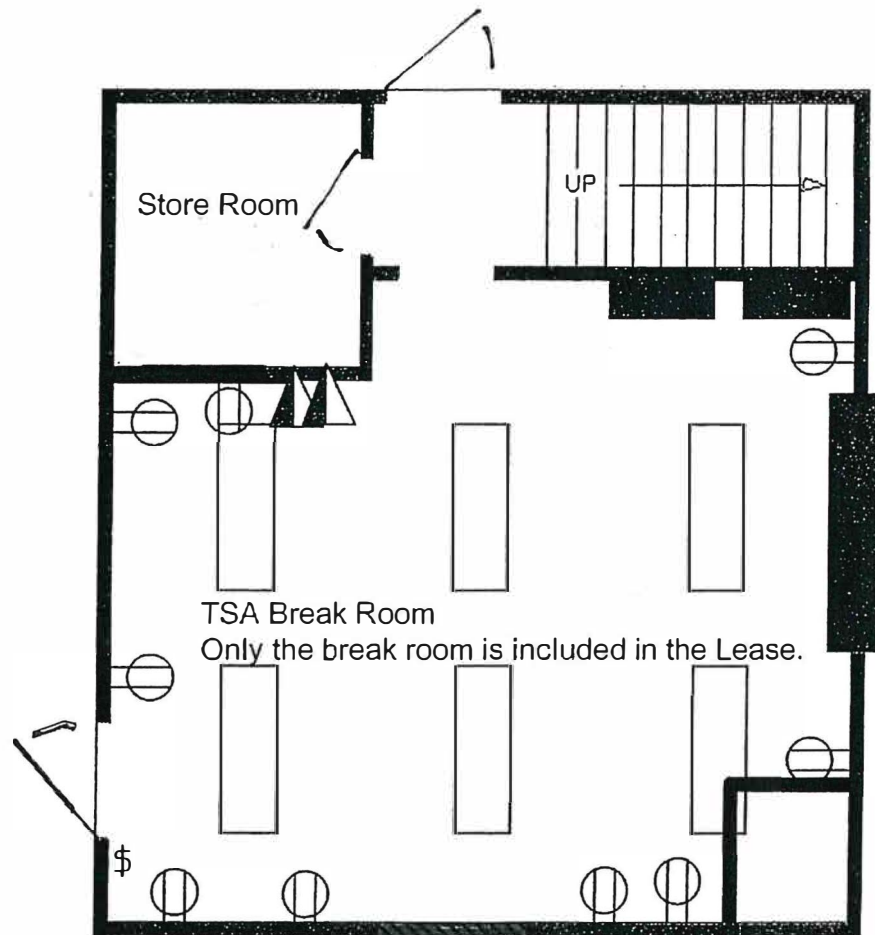


Exhibit "A₍₂₎"

TSA Break Room
Ground Floor of Air Traffic Control Tower
14' x 22'2" Approx 270 Sq Ft Rentable Space



Initials: _____
Lessor Government

Mathis Field

8618 Terminal Circle, Suite 101
San Angelo, Texas 76904
325.659.6409 ext 3 Fax 877.682.1637

FAA Airport
Layout
Plan

San Angelo
Regional
Airport



SCALE: None

SHEET: 8

Exhibit "B(1)"

Initials: _____
Lessor Government

City of San
Angelo: Operations...



Red - Parking
Blue - Office Locations

Exhibit B(2)

City of San Angelo: Operations...

Stewart Ln

Reary Blvd

Stewart Ln

N Terminal Cir

**Reserved TSA
Parking Spaces
5375 Stewart Lane**

Angelo

S Terminal Cir

Initials: _____
Lessor Government

S Terminal Cir

Reary Blvd

Reary Blvd

S Terminal Cir

3D

Exhibit "C"

GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

INITIALS: _____ & _____
LESSOR GOVERNMENT

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: _____ & _____
LESSOR GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld. Notwithstanding the foregoing, sublease of all or any part of the Premises, or assignment the lease shall be subject to approval of the Lessor, which approval shall not be unreasonably withheld. With the exception of Executive Branch US Federal Agencies.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS: _____ & _____
LESSOR GOVERNMENT

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government’s measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General “FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

(3) Equipment costs;

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

- 41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**
(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.
- 42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.
- 43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.
- 44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
- 45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
- 46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**
(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.
- 47. 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**
(Applicable if over \$700,000 total contract value.)
This clause is incorporated by reference.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ron Lewis, Facilities Maintenance Manager, Facilities Maintenance, 325-481-2773

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider approving a three-year Option to Extend the current contract through BuyBoard with Ener-Tel Services, Inc. in the amount of approximately \$80,000 for various fire and security services to several COSA facilities and authorizing the City Manager to execute all related documents (Ron Lewis)

Summary/History:

Ener-Tel Services has provided various fire and security services to several COSA facilities over the past three years through the current BuyBoard contract. Facilities Maintenance staff has negotiated new terms with adjustments to hourly rates and monitoring services. The new rates will remain constant throughout the three-year Option to Extend.

Financial Impact:

The approximate \$80,000 funding is provided through several department operational budgets annually. Services include: monitoring and dispatch services for burglar and fire alarm systems, state required annual fire alarm and fire sprinkler system inspections, state required kitchen fire hood suppression inspections, maintenance agreements for security camera equipment. Along with the annual services described above, Ener-Tel provides equipment and installation for new projects that COSA should need throughout the contract period. While Maintenance agreements are available to all departments they are not purchased by all departments. Equipment and installation services are purchased by individual departments when failing or obsolete equipment is inoperable or additional equipment is needed. BuyBoard requires pricing on many components but not all. Therefore, Ener-Tel provides individualized quotes when requested and must not exceed the pricing provided to BuyBoard and provides for predetermined reduced pricing by percentage off MSRP.

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Ron Lewis
Theresa James
Michael Dane
Anthony Wilson
Candice Blake

Created/Initiated
Approved
Approved
Approved
Approved

Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider awarding RFQ PK-04-18 / Professional Services - Landscape Architectural Park and Sculpture Gardens Design at Sunken Garden Park to mma Inc. (Arlington, TX) in the amount of \$75,000, budgeted for FY2019, and authorizing the City Manager to execute any related documents (Carl White)

Summary/History:

After securing funds for this design work, staff drafted and sent out a request for qualifications this past summer. Seven firms submitted their interest and qualifications including: Asakura Robinson, mma, Sites Southwest, SWA Group, Mesa, Studio Balcones and Dunaway Associates. All seven firms were invited to be interviewed. All accepted except Asakura Robinson.

The six remaining firms were interviewed on November 8, 2018, by a committee composed of: Mayor Brenda Gunter, Council Member Lane Carter, SAMFA Director Howard Taylor, Public Art Commissioner Heidi Brooks, retired businessman Richard Salmon, Assistant City Manager Rick Weise, Senior Park Manager Roger Havlak and Parks and Recreation Director Carl White.

After a day long of interviews and discussions, the committee selected the firm mma as the most qualified and the best fit for our project.

Financial Impact:

City Council allocated \$75,000 for design work of the Sculpture Gardens earlier this calendar year and these funds remain, in full, for this purpose.

Other Information/Recommendation:

Attachments:

1. PK-04-18 Acknowledgement and Ranking Worksheets PK-04-18 Acknowledgement and Ranking Worksheets.xls
2. Firm justifications Firm justifications.pdf

Presentation:

Approvals/Reviews:

Carl White
Theresa James

Created/Initiated
Approved

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

Approved
Approved
Approved
Approved
Approved
Final Approval



City of San Angelo

RFQ Acknowledgment * PK-04-18/ Professional Services - Landscape Architectural Park and Sculpture Gard
July 6, 2018 at 2:00pm

	Proposals Received	City	State
1	Asakura Robinson	Houston	TX
2	MMA	Arlington	TX
3	Sites Southwest	El Paso	TX
4	SWA Group	Dallas	TX
5	Mesa	Dallas	TX
6	Studio Balcones	Austin	TX
7	Dunaway Associates	Midland	TX

	Mailed to:	City	State
1	Clark Condon Associates	Houston	TX
2	Design Workshop	Austin	TX
3	Dunaway Associates	Fort Worth	TX
4	dwg	Austin	TX
5	Kdc Siteworks	Midland	TX
6	Kinney Franke Architects	San Angelo	TX
7	Komatsu Architecture	Fort Worth	TX
8	Land Design	Dallas	TX
9	La Terra Studio	Dallas	TX
10	David McCaskill Design Group	Southlake	TX
11	Mesa Design Group	Dallas	TX
12	RVi	Austin	TX
13	Sites Southwest	El Paso	TX
14	Schrickel Rollins & Associates	Arlington	TX
15	Land Design Partners	Austin	TX

NOTE: Include this form with your Agenda Memo

RFQ Acknowledgment * PK-04-18/ Professional

Committee Member: Heidi Brooks		Asakura Robinson
Category	Max Pts	
Design Team Experience	25	
Experience with Projects of a Similar Nature	30	
Ability to Design a Project to Meet the Budget	25	
Experience Working with Municipalities	10	
Professional References	10	
Total Score	100	0.00

Committee Member: Richard Salmon		Asakura Robinson
Category	Points	
Design Team Experience	25	
Experience with Projects of a Similar Nature	30	
Ability to Design a Project to Meet the Budget	25	
Experience Working with Municipalities	10	
Professional References	10	
Total Score	100	0.00

Committee Member: Howard Taylor		Asakura Robinson
Category	Points	
Design Team Experience	25	
Experience with Projects of a Similar Nature	30	
Ability to Design a Project to Meet the Budget	25	
Experience Working with Municipalities	10	
Professional References	10	
Total Score	100	0.00

Committee Member: Rick Weise		Asakura Robinson
Category	Points	
Design Team Experience	25	
Experience with Projects of a Similar Nature	30	
Ability to Design a Project to Meet the Budget	25	
Experience Working with Municipalities	10	
Professional References	10	
Total Score	100	0.00

Committee Member: Lane Carter		Asakura Robinson
Category	Max Pts	
Design Team Experience	25	
Experience with Projects of a Similar Nature	30	
Ability to Design a Project to Meet the Budget	25	
Experience Working with Municipalities	10	
Professional References	10	
Total Score	100	0.00

Committee Member: Roger Havlak		Asakura Robinson
Category	Points	
Design Team Experience	25	
Experience with Projects of a Similar Nature	30	
Ability to Design a Project to Meet the Budget	25	
Experience Working with Municipalities	10	
Professional References	10	

Total Score	100	0.00
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Committee Member: Brenda Gunter		Asakura Robinson
Category	Points	
Design Team Experience	25	
Experience with Projects of a Similar Nature	30	
Ability to Design a Project to Meet the Budget	25	
Experience Working with Municipalities	10	
Professional References	10	
Total Score	100	0.00

Committee Member: Carl White		Asakura Robinson
Design Team Experience	25	
Experience with Projects of a Similar Nature	30	
Ability to Design a Project to Meet the Budget	25	
Experience Working with Municipalities	10	
Professional References	10	
Total Score	100	0.00

Committee Member:		Asakura Robinson
Category	Points	
Design Team Experience	25	
Experience with Projects of a Similar Nature	30	
Ability to Design a Project to Meet the Budget	25	
Experience Working with Municipalities	10	
Professional References	10	
Total Score	100	0.00

Committee Member Summary		Total Points
Category		Asakura Robinson
Design Team Experience	225	0
Experience with Projects of a Similar Nature	270	0
Ability to Design a Project to Meet the Budget	225	0
Experience Working with Municipalities	90	0
Professional References	90	0
Total Score	900	0.00
Ranking		7

Attach a Written Justification for each company's ranking and forward to Purchasing

NOTE: Attached the Committee Member Summary and the Written Justification to your Agenda B

Ranking Worksheet

al Services - Landscape Architectural Park and Sculpture Gardens Design

MMA	Sites Southwest	SWA Group	Mesa
25.00	25.00	25.00	25.00
20	30	30	30
25	25	25	25
10	10	10	10
10	10	10	10
90.00	100.00	100.00	100.00

MMA	Sites Southwest	SWA Group	Mesa
24.00	24.00	25.00	25.00
26	23	20	26
22	24	22	22
7	8	8	9
7	9	10	9
86.00	88.00	85.00	91.00

MMA	Sites Southwest	SWA Group	Mesa
23.00	21.00	22.00	23.00
30	21	18	21
25	20	20	22
10	8	8	8
10	8	7	7
98.00	78.00	75.00	81.00

MMA	Sites Southwest	SWA Group	Mesa
25.00	20.00	25.00	25.00
30	20	25	25
25	20	25	20
10	10	10	10
10	10	10	10
100.00	80.00	95.00	90.00

MMA	Sites Southwest	SWA Group	Mesa
25.00	20.00	25.00	20.00
30	20	25	25
25	20	25	20
10	10	10	10
10	10	10	10
100.00	80.00	95.00	85.00

MMA	Sites Southwest	SWA Group	Mesa
24.00	18.00	23.00	23.00
26	18	25	23
22	20	22	22
10	10	10	10
10	10	10	10

92.00	76.00	90.00	88.00
--------------	--------------	--------------	--------------

MMA	Sites Southwest	SWA Group	Mesa
25.00	20.00	25.00	20.00
30	20	25	20
25	20	20	20
10	10	10	10
10	10	10	10
100.00	80.00	90.00	80.00

MMA	Sites Southwest	SWA Group	Mesa
24.00	22.00	24.00	24.00
28	28	28	28
22	24	24	18
10	10	10	10
10	10	10	10
94.00	94.00	96.00	90.00

MMA	Sites Southwest	SWA Group	Mesa
0.00	0.00	0.00	0.00

MMA	Sites Southwest	SWA Group	Mesa
195	170	194	185
220	180	196	198
191	173	183	169
77	76	76	77
77	77	77	76
760.00	676.00	726.00	705.00
1	5	2	3

Studio Balcones	Dunaway Associates
23.00	25.00
30	30
25	25
10	10
10	10
98.00	100.00

Studio Balcones	Dunaway Associates
23.00	20.00
21	21
22	20
8	8
7	8
81.00	77.00

Studio Balcones	Dunaway Associates
24.00	22.00
28	22
20	20
9	8
9	8
90.00	80.00

Studio Balcones	Dunaway Associates
20.00	20.00
20	25
15	20
10	10
10	10
75.00	85.00

Studio Balcones	Dunaway Associates
20.00	25.00
20	25
15	20
10	10
10	10
75.00	90.00

Studio Balcones	Dunaway Associates
18.00	23.00
16	23
18	22
10	10
10	10

72.00	88.00
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Studio Balcones	Dunaway Associates
20.00	20.00
15	15
15	15
10	10
10	10
70.00	70.00

Studio Balcones	Dunaway Associates
24.00	24.00
28	24
16	24
10	10
10	10
88.00	92.00

Studio Balcones	Dunaway Associates
0.00	0.00

Studio Balcones	Dunaway Associates
172	179
178	185
146	166
77	76
76	76
649.00	682.00
6	4

RFQ PK-04-18 / Professional Services – Landscape Architectural Park and Sculpture Gardens Design
Written Justification for Each Firm (this report as of November 13, 2018)

MMA – Overall, they are the best qualified and fit for the design of this project. They have great overall experience and direct experience with the incorporation of art into public spaces. They demonstrated great creativity and commitment to the project. They are our number one choice.

SWA Group – Overall, they are very qualified and a very good fit for the design of this project. They have very good overall experience and direct experience with the incorporation of art into public spaces. They demonstrated very good creativity and commitment to the project. They are our number two choice.

MESA – Overall, they are very qualified and a good fit for the design of this project. They have good overall experience and direct experience with the incorporation of art into public spaces. They demonstrated good commitment to the project. They are our number three choice.

Dunaway Associates – Overall, they are very qualified and a good fit for the design of this project. They have good overall experience and direct experience with the incorporation of art into public spaces. They demonstrated good commitment to the project.

Sites Southwest – Overall, they are very qualified and a good fit for the design of this project. They have good overall experience and direct experience with the incorporation of art into public spaces. They demonstrated good commitment to the project.

Studio Balcones – Overall, they are very qualified for the design of this project. They have good overall experience and direct experience with the incorporation of art into public spaces. They demonstrated good commitment to the project.

Asakura Robinson – This firm bowed out of the interviews. See attached email.

White, Carl

From: Margaret Robinson <margaret@asakurarobinson.com>
Sent: Tuesday, November 6, 2018 1:30 PM
To: White, Carl
Cc: Keiji Asakura
Subject: Sculpture Garden Interview

CAUTION: This email was received from an EXTERNAL source, use caution when clicking links or opening attachments.

Carl,

I left you a voicemail and am following up by email. Unfortunately, we must decline the City of San Angelo invitation to interview for the Improvements for the Sculpture Garden project scheduled on Thursday, Nov. 8 from 9:55-10:35. As I mentioned in the voicemail, our workload has increased significantly and our intended project manager is transferring to our Minneapolis office at the end of this year. We feel it is better to decline this invitation at this time as we are above our capacity to serve the project and you as our client at our desired level of quality. We sincerely regret losing this opportunity to meet you and the review team in San Angelo on Thursday and hope we will get another chance to submit our qualifications for future projects. Keiji and I extend our gratitude for your consideration of our firm. Please do not hesitate to call if you have any questions or discussion items.

Margaret Robinson, PLA, ASLA, LEED AP, Founding Principal

asakura robinson

HUB | Small Business | DBE | MBE

P: 512.351.9601

C: 832.236.4493

Austin | Houston | Minneapolis | New Orleans

www.asakurarobinson.com | [facebook](#)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider awarding the following purchases for the Fire Department and authorizing the City Manager to execute any related documents (Ryan Kramer):

1. RFB FS-01-19 Ambulance Chassis to Jim Bass Ford (San Angelo, TX) in the amount of \$84,585 per fiscal year, for the purchase of two units
2. Ambulance Boxes to Frazer using HGAC contract #AM10-18 in the amount of \$330,766 for the purchase and installation of two units

Summary/History:

Bids were requested for the purchase of two Ambulance Chassis for the purpose of replacing units that are past their useful operational life. Two vehicles have been budgeted for FY19. Once delivered, these chassis will be upfit with ambulance boxes (not included in this bid, but quoted separately).

The contract term is for one year, plus one, one year extension, including a possible 4% price escalation for the second term.

Requests were sent to four local and five out-of-town vendors. Only one bid was received from Jim Bass Ford (San Angelo, TX).

An HGAC quote was requested for the purchase and installation of two new ambulance compartments onto new pickup chassis. The chassis will be delivered to the City and taken to Frazer in Houston as scheduled for installation. This quote includes the new ambulance compartment configured as requested by the Fire Department along with complete installation onto the delivered chassis.

Financial Impact:

Total cost of project will be an amount of \$207,676 per ambulance. Both ambulances to be purchased as budgeted in fund 501, with one unit funded through Uncompensated Care Cost Reimbursement (approved on October 16), the second through annual capital equipment replacement funding.

Other Information/Recommendation:

Staff recommends award of RFB FS-01-19 Ambulance Chassis to Jim Bass Ford (San Angelo, TX) and award of purchase for ambulance compartments to Frazer (Houston, TX)

Attachments:

- | | | |
|----|-------------------------------|-----------------------------------|
| 1. | FS-01-19 Bid Tab - escalation | FS-01-19 Bid Tab - escalation.pdf |
| 2. | Frazerbilt 2018 | Frazerbilt 2018.pdf |

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Vernon Hancock	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval



CITY OF SAN ANGELO

RFB Bid Tabulation * FS-01-19 / Ambulance Chassis

11/27/2018 at 2:00 p.m.

Ambulance Chassis

Jim Bass Ford

Item	Description	Unit Price	Estimated Quantity	Price
1.	1 ½ Ton DRW Regular Chassis Cab - Ambulance Package	41545	2	\$ 83,090.00
2.	Make and Model Quoted	2019 Ford F450 XL Reg Cab, Chassis Cab		
3.	Delivery Lead Time	85-100 days		
4.	Parts, Service, and Operators Manuals	225	2	\$ 450.00
5.	Delivery	n/c	2	\$ -
6.	5 Year Extended Warranty	3335	2	\$ 6,670.00
7.	Sliding rear window	635	2	\$ 1,270.00
	Total Bid			\$ 91,480.00

Piggy Back	<u>Yes</u>
Cooperative	<u>No</u>
Payment Terms	<u>Net 30</u>
Payment Discount	<u>N/A</u>

*As per section 2.34 Price Escalation - Price must be firm for each one (1) term and can increase up to 4% for each new term with written justification with 60-90 day notice to the City by vendor

**CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only****Contract
No.:****AM10-18****Date
Prepared:****12/11/18**

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST Therefore please type or print legibly. Therefore please type or print legibly.

Buying Agency:	San Angelo Fire Department	Contractor:	Frazer, Ltd.	Q1211-1	HGAC
Contact Person:	Vernon Hancock	Prepared By:	Laura Richardson		
Phone:		Phone:	888-372-9371		
Fax:		Fax:	(713) 995-0541		
Email:	vernonh@safiredept.com	Email:	sales@frazerbilt.com		

Product Code:	AM18HD24	Description:	Type I 14' on Customer Provided Chassis
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$138,500.00
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**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)**

Description	Cost	Description	Cost
1080 Chassis // Suspension // LiquidSpring	\$11,000.00		
1174 Module // Medvault // Medvault w/ Wifi	\$2,700.00		
1061 Chassis // Heat Shielding // Heat Shielding	\$1,500.00		
1194 Module // Power // MEPS on a Ford	\$1,200.00		
1073 Chassis // Running Boards // ArcRite Running Board w	\$1,000.00		
1123 Module // Conspicuity // Conspicuity on the Rear of the	\$1,500.00		
1137 Module // Exterior // Striping and lettering // Pricing //	\$2,500.00		
1182 Module // Opticom // GTT Opticom on Front Wall	\$1,850.00		
1165 Module // Ground Lights // Ground Light at Entry Door	\$1,000.00		
1041 Chassis // Camera // Voyage Quad View Mirror w/ Bac	\$1,600.00		
		Subtotal From Additional Sheet(s):	\$0.00
		Subtotal B:	\$25,850.00

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)**

Description	Cost	Description	Cost
Akro bins	\$533.00		
		Subtotal From Additional Sheet(s):	\$0.00
		Subtotal C:	\$533.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)			
Quantity Ordered:	2	X Subtotal of A + B + C:	\$164,883.00
		=	Subtotal D: \$329,766.00
			Subtotal E: \$1,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges			
Description	Cost	Description	Cost
		Subtotal F:	\$0.00
Delivery Date:		G. Total Purchase Price (D+E+F):	\$330,766.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Nolan Sosa, Police Budget Analyst, Police,

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services; making provision for city participation in the costs associated with the CIU in the amount of \$40,454, for fiscal year 2019; and finding a public purpose and benefit (Chief Carter)

Summary/History:

Seeking approval of the updated interlocal agreement between the City of San Angelo and Tom Green County for the services provided to COSA by the Crisis Intervention Unit. The Crisis Intervention Unit (CIU) is on call 24/7 and responds to calls from local law enforcement agencies in Tom Green County. The unit provides assistance to victims of violent crimes or other crises. This is a budgeted item.

This item was previously approved for an amount of \$31,704. Since that approval the Tom Green County budget has been updated increasing the cost to \$40,454.

Financial Impact:

This is a budgeted item in 101-8000-421.03-30 (Contract Services). The increase of \$8,750.00 from the previously approved amount is reflective of the increased cost to the County for operating the Crisis Intervention Unit. Recently, the Crisis Intervention Unit moved into new office spaces with rent amounting to \$17,500.00 annually. The \$8,750.00 represents the City's portion of the expense (50 percent paid by COSA/50 percent paid by Tom Green County).

Other Information/Recommendation:

Attachments:

1. 18-997_SAPD_TGC_CIU_INTERLOCAL_AGREE_FINAL 18-997_SAPD_TGC_CIU_INTERLOCAL_AGREE_FINAL.docx

Presentation:

Frank Carter

Approvals/Reviews:

Nolan Sosa	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Julia Antilley
Julia Antilley

Approved
Final Approval

**INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY
FOR SERVICES FROM THE COUNTY CRISIS INTERVENTION UNIT**

This Interlocal Agreement (hereinafter "this Agreement") is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between **Tom Green County**, (hereinafter "County") and the **City of San Angelo, Texas**, a Texas home rule municipal corporation situated in Tom Green County, Texas, (hereinafter "City"). City and County may be referred to as "Party" or "Parties" herein.

WITNESSETH

WHEREAS, the Crisis Intervention Unit (CIU) is a public service that assists victims of crime; and,

WHEREAS, CIU staff provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assistance with emergency protective orders and respond to death scenes when requested; and,

WHEREAS, the services of the CIU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County; and,

WHEREAS, the services of the CIU provide a health and safety benefit for the citizens of the City and County;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for City to participate in the costs and secure the benefits associated with the County CIU.

ARTICLE 2: TERM.

This Agreement shall be effective from and after October 1, 2018 (the Effective Date) subject to approval of the governing bodies of each of the parties; and shall terminate on September 30, 2019, unless earlier terminated as herein provided.

ARTICLE 3: OBLIGATIONS OF CITY.

City agrees to:

1. Pay to Tom Green County for CIU services the sum of Forty Thousand Four

Hundred Fifty-Four and 00/100 dollars (\$40,454.00) upon execution of this Agreement.

2. Should County discontinue the provision of CIU services during the term of this agreement, County shall reimburse City a pro-rata share of sum paid by City for such services, based upon the period of time remaining under the Agreement in which CIU services are discontinued.

ARTICLE 4: OBLIGATIONS OF COUNTY.

County agrees to provide CIU services through the Tom Green County Sheriff's Department. The CIU services shall:

1. Include provision for sufficient staff and trained civilian volunteers.
2. Provide the CIU services three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
3. Respond to crisis calls involving crime victims in City and County.
4. Provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assist with emergency protective orders for victims of family violence and stalking and respond to death scenes when requested.
5. Utilize the funds provided by City pursuant to this Agreement toward support in providing the CIU services, to include a portion of the salary, benefits and cell phone expenses of the CIU coordinator.

ARTICLE 5: NO JOINT VENTURE.

This Agreement is not intended to create a joint venture between the parties.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its employees at all times while performing services pursuant to this Agreement. No employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other purpose. City agrees that all persons employed by it, although not required to furnish services hereunder, are at all times employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services as required hereunder are at all times employees, agents or representatives of County and not of City. At no time shall such employees, agents or representatives of a Party be entitled to benefits conferred on the other entity's employees, agents or representatives.

ARTICLE 7: TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the Parties, subject to approval of their governing bodies.

ARTICLE 8: EXECUTION.

This Agreement shall not become effective until approved by the governing body of each of the Parties.

ARTICLE 9: ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE 10: AMENDMENT.

This Agreement may only be amended by the mutual agreement of the Parties hereto in a writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. All amendments to this Agreement shall require approval of the governing body of each Party.

ARTICLE 11: SEVERABILITY.

In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 12: FORCE MAJEURE.

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control or reasonable anticipation with the exercise of due diligence of a party hereto, the same shall not be considered a breach of this Agreement.

ARTICLE 13: EXCLUSIVITY.

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the

same or similar service.

ARTICLE 14: NOTICE.

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Name: Honorable Steve Floyd
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone No.: 325/653-3318
Facsimile No.: 325/659-3258

To City:

Name: The City of San Angelo
Title: Attn: City Manager
Address: 72 West College Ave.
San Angelo, Texas 76903
Telephone No.: 325/657-4241
Facsimile No.: 325/657-4335

ARTICLE NO. 15: THIRD PARTIES/VENUE

Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under state law.

ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 17: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

ARTICLE NO. 18: AVAILABILITY OF FUNDS.

Notwithstanding anything to the contrary in this Agreement, each party making any payment hereunder must make the payment from current revenues available to the paying party; and, the payment obligations of the parties to this Agreement are conditioned upon the availability of such funds.

[Signature Page to Follow]

IN WITNESS WHEREOF the undersigned execute this Interlocal Agreement in their official capacities pursuant to authorization of the respective governing bodies of the parties.

TOM GREEN COUNTY:

By: _____

Steve Floyd, County Judge,
Tom Green County, acting in his official
capacity as County Judge and not
individually

By: _____

David Jones, Tom Green County Sheriff,
acting in his official capacity as Sheriff
and not individually

ATTEST:

Elizabeth McGill, County Clerk
Date: _____

CITY OF SAN ANGELO:

By: _____

Daniel Valenzuela, City Manager

ATTEST:

Julia Antilley, Interim City Clerk
Date: _____

Approved as to content:

Approved as to form:

By: _____
Frank Carter,
City of San Angelo Police Chief

By: _____
Theresa James,
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider ratifying a resolution by COSADC authorizing the use of sales and use tax funds in an amount not to exceed \$49,225 to provide an economic development incentive to U.S. Customs & Border Protection Air and Marine Operations (CBPAMO) with participation by the City of San Angelo (Guy Andrews)

Summary/History:

At its meeting of August 22, 2018, COSADC approved a resolution for an economic development incentive to U.S. Customs and Border Patrol Air & Marine Operations (CBPAMO) in the amount of \$46,435 for the design of ramp improvements at the CBPAMO facility located at the San Angelo Airport. Subsequent to that meeting, the Federal Government identified funds to design and build a portion of the required improvements. The proposal was initiated in hopes of incentivizing a potential retention & expansion of the current CBPAMO operations. The tenant currently occupies the City-owned hangar located at 8092 Hangar Road, at the San Angelo Regional Airport. Such a proposal has the potential to expand their current mission to include additional personnel. For this to occur certain equipment currently installed on a temporary basis will require more permanent foundations, and the current ramp paved areas will require expansion to accommodate additional aircraft movements.

A portion of the previous project, paving of a portion of the ramp area is still required. In addition, as a result of the proposed paving, additional storm drain improvements will be required. CBPAMO has also identified a need for additional storage space on the north side of their existing lease property in the form of an additional metal building. The previously provided engineering design proposal by Centurion Planning and Design has been revised to accommodate the design changes. The proposed design cost has thus increased from \$46,435 to \$49,225, an increase of \$2,790.00. (see attached).

City Council ratified the original COSADC motion at its meeting September 4, 2018.

The proposal has the potential to add up to 62 additional jobs at an average salary of \$120,000, and maintenance of additional numbers and types of aircraft.

Financial Impact:

\$49,225 from Acct. No. 440-200 BREP Projects to a new project; budget amendment required.

Other Information/Recommendation:

Attachments:

1. 18-804-B_COSADC_CITY_CBPAMO_RESO (002) 18-804-B_COSADC_CITY_CBPAMO_RESO (002).pdf

Presentation:

Approvals/Reviews:

Robert Schneeman

Guy Andrews

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

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AUTHORIZING THE BOARD PRESIDENT OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SAN ANGELO RELATING TO A TYPE B DEVELOPMENT CORPORATION PROJECT PROVIDING FOR PLANNING AND DESIGN SERVICES FOR A HANGAR AND RELATED INFRASTRUCTURE IMPROVEMENTS TO MUNICIPAL AIRPORT PROPERTY UTILIZED BY U.S. CUSTOMS AND BORDER PROTECTION AIR AND MARINE OPERATIONS (CBPAMO) NECESSARY TO THE MAINTENANCE AND POTENTIAL EXPANSION OF THE CBPAMO AERONAUTICAL FIXED BASE OPERATION FOR RESEARCH, TESTING AND DEVELOPMENT OF GOVERNMENTAL USE OF UNMANNED AIRCRAFT SYSTEMS; AND, AUTHORIZING NEGOTIATION AND EXECUTION OF A PROFESSIONAL ENGINEERING AND SURVEYING SERVICES CONTRACT NECESSARY FOR THE PROJECT.

WHEREAS, on November 2, 2010, voters of the City of San Angelo adopted a ballot proposition approving the use of sales and use tax proceed for the continued economic development projects authorized under Section 4B of the Texas Development Corporation Act (hereinafter the “Act”), and,

WHEREAS, City is the owner and operator of the San Angelo Regional Airport-Mathis Field located at 8618 Terminal Circle, San Angelo, Texas (“Airport”); and,

WHEREAS, the U.S. Customs and Border Protection Air and Marine Operations (CBPAMO) presently operates an aviation operations & maintenance facility for research, testing and development of governmental use of unmanned aerial vehicles and systems on Airport premises that includes a hangar, located at 8210 Hangar Road, San Angelo Regional Airport—Mathis Field (said hangar hereinafter referred to as “Hangar”) and adjacent paved areas under a lease agreement with the CITY; and,

WHEREAS, CBPAMO currently employs sixty (60) employees at their locations at the Airport and proposes to continuously retain at the Hangar at least sixty (60) full time employees in Primary Jobs as defined under the Texas Development Corporation Act, Chapter 501 of the Texas Local Government Code, at current hourly wage rates and pay levels (hereinafter “FTE positions”); and,

WHEREAS, CBPAMO as a part of their mission provides operations and maintenance space for research, testing development and operation of Unmanned Aircraft Systems (UAS) which mission is anticipated to be expanded requiring the accommodation of additional personnel and equipment ; and,

WHEREAS CBPAMO is currently operating certain equipment required for the UAS mission installed on temporary foundations and operating UAS aircraft on less than adequate parking and ground maneuver paved area; and

WHEREAS, COSADC desires to enter into an economic development project funding and performance agreement (MOU) with City for purposes of providing funding to assist in an approved Project for the acquisition and installation of adequate foundation and ground maneuver pavement to accommodate the current mission as well as potential additional personnel and electronic equipment required for the UAS operation at 8210 Hangar Road and to support the retention at the Hangar of at least sixty (60) FTE positions at current hourly wage rates and pay levels; and,

WHEREAS, on November 28, 2018, the COSADC Board authorized the use of sales and use tax funds not to exceed \$49,225, as an economic development Project providing an incentive for CBPAMO with participation by the City of San Angelo; and,

WHEREAS, City shall enter into a professional services contract with CENTURION PLANNING & DESIGN, LLC, for professional engineering and surveying services required for the Project;

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

The City of San Angelo Development Corporation: (1) approves the Memorandum of Understanding (MOU) with the City of San Angelo in substantially the form of **Exhibit "A"** attached to this Resolution, which provides that City enter into and perform under a contract for professional consulting, planning and design services for the Project relating to described facility and infrastructure improvements to municipal airport property utilized by the U.S .Customs & Border Protection Air and Marine Operations (CBPAMO) necessary for the maintenance and potential expansion of the CBAMO aeronautical fixed base operation for research, testing and development of governmental use of unmanned aircraft systems in an amount not to exceed \$49,225; and (2) authorizes the Board President to negotiate and execute a professional services contract with CENTURION PLANNING & DESIGN, LLC, for professional engineering, surveying services required for the Project.

PASSED, APPROVED, and ADOPTED on this the 28th day of November, 2018.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

ATTEST:

Nora Nevarez, Corporation Secretary

Edward Carrasco, President

Ratified by City Council this 4th day of December, 2018.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, Interim City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Dan Saluri, Deputy City Attorney

Guy Andrews, Director of
Economic Development

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider ratifying a resolution by COSADC authorizing the Board President to execute a Memorandum of Understanding with the City of San Angelo for planning and design services for a hangar and related infrastructure improvements to municipal airport property utilized by U.S. Customs and Border Protection Air and Marine Operations (CBPAMO) (Guy Andrews)

Summary/History:

At its meeting of August 22, 2018, COSADC approved a resolution for an economic development incentive to U.S. Customs and Border Patrol Air & Marine Operations (CBPAMO) in the amount of \$46,435 for the design of ramp improvements at the CBPAMO facility located at the San Angelo Airport. Subsequent to that meeting, the Federal Government identified funds to design and build a portion of the required improvements.

A portion of the previous project, paving of a portion of the ramp area is still required. In addition, as a result of the proposed paving, additional storm drain improvements will be required. CBPAMO has also identified a need for additional storage space on the north side of their existing lease property in the form of an additional metal building. The previously provided engineering design proposal by Centurion Planning and Design has been revised to accommodate the design changes. The proposed design cost has thus increased from \$46,435 to \$49,225, an increase of \$2,790.00. (see attached).

Due to the fact that the design services contract is between the City of San Angelo and Centurion Planning and Design, a Memorandum of Understanding between the City & COSADC is required.

Financial Impact:

\$49,225 from Acct. No. 440-200 BREP Projects to a new project; budget amendment required.

Other Information/Recommendation:

Attachments:

- | | |
|---|--|
| 1. 18-804-B_COSADC_CITY_CBPAMO_RESO (002) | 18-804-B_COSADC_CITY_CBPAMO_RESO (002).pdf |
| 2. 18-804-C_AP-01-18_USCBP_CENTURION_K2 | 18-804-C_AP-01-18_USCBP_CENTURION_K2.pdf |

Presentation:

Approvals/Reviews:

Robert Schneeman

Created/Initiated

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION AUTHORIZING THE BOARD PRESIDENT OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SAN ANGELO RELATING TO A TYPE B DEVELOPMENT CORPORATION PROJECT PROVIDING FOR PLANNING AND DESIGN SERVICES FOR A HANGAR AND RELATED INFRASTRUCTURE IMPROVEMENTS TO MUNICIPAL AIRPORT PROPERTY UTILIZED BY U.S. CUSTOMS AND BORDER PROTECTION AIR AND MARINE OPERATIONS (CBPAMO) NECESSARY TO THE MAINTENANCE AND POTENTIAL EXPANSION OF THE CBPAMO AERONAUTICAL FIXED BASE OPERATION FOR RESEARCH, TESTING AND DEVELOPMENT OF GOVERNMENTAL USE OF UNMANNED AIRCRAFT SYSTEMS; AND, AUTHORIZING NEGOTIATION AND EXECUTION OF A PROFESSIONAL ENGINEERING AND SURVEYING SERVICES CONTRACT NECESSARY FOR THE PROJECT.

WHEREAS, on November 2, 2010, voters of the City of San Angelo adopted a ballot proposition approving the use of sales and use tax proceed for the continued economic development projects authorized under Section 4B of the Texas Development Corporation Act (hereinafter the “Act”), and,

WHEREAS, City is the owner and operator of the San Angelo Regional Airport-Mathis Field located at 8618 Terminal Circle, San Angelo, Texas (“Airport”); and,

WHEREAS, the U.S. Customs and Border Protection Air and Marine Operations (CBPAMO) presently operates an aviation operations & maintenance facility for research, testing and development of governmental use of unmanned aerial vehicles and systems on Airport premises that includes a hangar, located at 8210 Hangar Road, San Angelo Regional Airport—Mathis Field (said hangar hereinafter referred to as “Hangar”) and adjacent paved areas under a lease agreement with the CITY; and,

WHEREAS, CBPAMO currently employs sixty (60) employees at their locations at the Airport and proposes to continuously retain at the Hangar at least sixty (60) full time employees in Primary Jobs as defined under the Texas Development Corporation Act, Chapter 501 of the Texas Local Government Code, at current hourly wage rates and pay levels (hereinafter “FTE positions”); and,

WHEREAS, CBPAMO as a part of their mission provides operations and maintenance space for research, testing development and operation of Unmanned Aircraft Systems (UAS) which mission is anticipated to be expanded requiring the accommodation of additional personnel and equipment ; and,

WHEREAS CBPAMO is currently operating certain equipment required for the UAS mission installed on temporary foundations and operating UAS aircraft on less than adequate parking and ground maneuver paved area; and

WHEREAS, COSADC desires to enter into an economic development project funding and performance agreement (MOU) with City for purposes of providing funding to assist in an approved Project for the acquisition and installation of adequate foundation and ground maneuver pavement to accommodate the current mission as well as potential additional personnel and electronic equipment required for the UAS operation at 8210 Hangar Road and to support the retention at the Hangar of at least sixty (60) FTE positions at current hourly wage rates and pay levels; and,

WHEREAS, on November 28, 2018, the COSADC Board authorized the use of sales and use tax funds not to exceed \$49,225, as an economic development Project providing an incentive for CBPAMO with participation by the City of San Angelo; and,

WHEREAS, City shall enter into a professional services contract with CENTURION PLANNING & DESIGN, LLC, for professional engineering and surveying services required for the Project;

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

The City of San Angelo Development Corporation: (1) approves the Memorandum of Understanding (MOU) with the City of San Angelo in substantially the form of **Exhibit "A"** attached to this Resolution, which provides that City enter into and perform under a contract for professional consulting, planning and design services for the Project relating to described facility and infrastructure improvements to municipal airport property utilized by the U.S .Customs & Border Protection Air and Marine Operations (CBPAMO) necessary for the maintenance and potential expansion of the CBAMO aeronautical fixed base operation for research, testing and development of governmental use of unmanned aircraft systems in an amount not to exceed \$49,225; and (2) authorizes the Board President to negotiate and execute a professional services contract with CENTURION PLANNING & DESIGN, LLC, for professional engineering, surveying services required for the Project.

PASSED, APPROVED, and ADOPTED on this the 28th day of November, 2018.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

ATTEST:

Nora Nevarez, Corporation Secretary

Edward Carrasco, President

Ratified by City Council this 4th day of December, 2018.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, Interim City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Dan Saluri, Deputy City Attorney

Guy Andrews, Director of
Economic Development



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

RFQ No. AP-01-18 / Airport Professional Planning Services
Contract # 2; US Customs and Border Patrol Facility

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 engineering, surveying and airport consulting services relating to U.S. Customs and Border Patrol facility improvements at 8092 Hangar Road, San Angelo Regional Airport—Mathis Field as more particularly described on **Exhibit "A"**, attached hereto and made a part of this contract for all purposes.

Effective Date: This contract shall be effective from and after the 4th day of September, 2018.

Date of City Council Authorization September 4, 2018

Contract Time: X Contractor agrees to substantially complete Work within 365 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 _____, commencing on the "Effective Date" and automatically expiring on _____, 20____, subject to extension as may be provided for in the contract documents.

☐ 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** \$49,225, as set forth on **Exhibit "A"**

☐ **Schedule of Rates and Charges**

☐ plus Alternate 1 \$ _____,

☐ plus Alternate 2 \$ _____,

☐ plus Alternate 3 \$ _____

for a total sum of FORTY-NINE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$49,225), 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 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 November, 2018, a copy of which is attached hereto as **Exhibit "A"**.

☒ 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) N/A

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.

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.

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:

Julia Antilley, Interim 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

EXHIBIT "A"



SCOPE OF WORK (REVISED)

Paving, Drainage, and

Pre-Engineering Metal

Storage Building Improvements

San Angelo Regional Airport

San Angelo, Texas

November 2018

The following Scope of Work (SOW) describes the Consultant work effort required to provide basic and additional professional engineering services for the design of paving, drainage and pre-engineering metal storage building improvements at the U.S. Customs and Border Protection (USCBP) facility at the San Angelo Regional Airport.

The design will be in accordance with Federal regulations, Advisory Circulars (ACs), City and State regulations and industry practice, including, among others:

- AC 150/5300-13A, Change 1, *Airport Design*

The general scope of work includes the following:

- Design for the rehabilitation of HMA pavement located adjacent to the south side of the USCBP hangar facility. An area will be expanded to accommodate aircraft loads and the remaining areas will be paved to reduce maintenance and erosion in the areas around the foundations.
- Drainage improvements that include the grading and installation of a drop inlet and associated stormwater piping.
- Provide details for a pre-engineered metal building to be utilized for storage.

To accomplish the scope of work the following project elements and tasks will be undertaken.

ELEMENT 1 – Geotechnical Investigation

A detailed geotechnical investigation will be conducted in the project area. The geotechnical investigation will be utilized to determine an appropriate pavement section for the paved portion of the work and provide an appropriate foundation for the pre-engineered metal building.

ELEMENT 2 – Engineering Topographic Survey

An engineering topographic survey will be conducted for use in the design of the pavement and location of the foundations. The survey will include elevations and project mapping for purposes of evaluating the drainage of the new and existing pavement. This item may be modified to survey only the building location if a detailed topographic survey can be obtained from the structural consultant for the paving area.

ELEMENT 3 – Basic Services – 90% Design Submittal**Task 3.1 – Prepare 90% Design**

Preparation of 90% design drawings utilizing appropriate design criteria. The drawings will show scope, extent, and character of the work to be performed and submitted to the City for review. Consultant anticipates the plans to consist of approximately seven (7) to ten (10) plan sheets and related specifications. The plan sheets will consist of a cover, a safety and phasing plan, and sheets depicting the layout and sections of the project.

Task 3.2 – Opinion of Probable Project Cost

Based upon the information derived from the 90% design submittal, an opinion of probable project cost (OPPC) will be generated for construction of proposed improvements.

Task 3.3 – Conduct 90% Design Review Meeting

A 90% design review meeting will be held to discuss the submittal in detail with the City. The City shall submit comments back to the consultant within 14 days after the meeting.

Task 3.4 – Submit Construction Safety and Phasing Plan (CSPP) via FAA's OE/AAA

The project airspace analysis has already been submitted to the FAA OE/AAA. A construction safety and phasing plan is required to be submitted to the FAA for review and approval prior to construction phase. The review could take up to 60 days by the FAA.

Task 3.5 – Additional Information

Advise the City if any additional information is required other than what is requested in this task order.

Consultants services under the 90% design submittal phase will be considered complete when the 90% design submittal is delivered to the City.

ELEMENT 4 – Final 100% Design Submittal

Task 4.1 – Preparation of Final 100% Design Submittal

Address City comments from the 90% design submittal. Prepare 100% final design submittal documents including plans and specifications in accordance with FAA requirements. The documents will provide for the construction of the improvements including the scope, extent, and character of the work to be performed by a Contractor. The documents will be submitted to the City.

Task 4.2 – Opinion of Probable Project Cost (OPPC)

Based upon the information derived from the 100% design submittal an OPPC will be generated for construction of proposed improvements.

Task 4.3 – Final Documents

Submit 2 copies of final plans and specifications ready for pricing or bidding to the City.

Consultant's services under the 100% Design Submittal Phase will be considered complete when final copies are submitted to the City.

ELEMENT 5 – Bidding Support

If requested and authorized by the City in writing, after acceptance of the issue for bidding documents, the City will advertise or request quotes from Contractors to complete the work. The Consultant will conduct a pre-bid meeting hosted by the City. The Consultant will issue addenda if required, issue clarifications, or adjust bidding documents as needed. The Consultant will consult with the City on the acceptance of Contractors, subcontractors, suppliers, materials, etc. for parts of the project where those items are required by the specifications or other parts of the documents.

The bidding phase will be considered complete when the construction phase of the project begins.

ELEMENT 6 – Construction Phase Services

If requested and authorized by the City in writing, the Consultant will perform general administration of the construction contract. The Consultant shall have the authority to act on behalf of the City in dealings with the Contractor. Consultant will conduct a preconstruction meeting prior to the commencement of the work. Consultant will make periodic construction

site visits and observations as the Consultant deems necessary in order to observe, as a qualified design professional, the progress and quality of the work on the project. The site visit is not intended to be an exhaustive or extend to every detail of the work, but to provide a check upon the current status of the project and provide professional feedback as to the quality and progress of the works general conformance with the plans and specifications. Consultant will issue clarifications and interpretations that may require minor deviations in the plans and specifications, recommend change orders as needed, and review shop drawings or material submittals in order to define conformance with the specifications. The review of material submittals does not extend to Contractor means and methods for construction. Materials testing is recommended and would be provided under this element in accordance with industry standards. Pay application review and approval. Substantial completion walk through and notifications. Consultant will provide final acceptance of the project. Consultant shall not be liable or responsible for the acts or omissions of any Contractor, or of any of the subcontractors, suppliers, or of any individual or entity performing or furnishing any of the work on the project. Consultant shall not be responsible for failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

Compensation

Element	Description	Fee
1	Geotechnical Investigation	\$4,500
2	Engineering Topographic Survey	\$2,725
3	90% Design Submittal	\$25,000
4	100% Design Submittal	\$8,500
5	Bidding Support	\$3,000
6	Construction Phase Services	\$5,500
TOTAL		\$49,225

Excluded items of work

- Substantial redesign resulting from cost-reducing exercises or “value engineering”
- Asbestos or hazardous material studies
- Environmental documentation
- Conceptual renderings
- Permit fees
- Preliminary Planning Meetings

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Theresa James, City Attorney, Legal, X1413

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider approving the following Naming Rights Agreements for the San Angelo Stockshow and Rodeo Association, Inc.:

1. City of San Angelo Fairgrounds Livestock Building No. 2 and Livestock Sale Pavilion with G and G Investments, Inc.
2. City of San Angelo Fairground Exhibit Building with First Financial BankShares, Inc. (Theresa James)

Summary/History:

On November 28, 2006, the City Council adopted a policy for naming rights to properties owned by the City. The naming rights policy provides that SASSRA is authorized to solicit and negotiate naming rights agreements for City of San Angelo Fairgrounds properties managed by SASSRA and that SASSRA is entitled to a 25% royalty fee from the revenue generated by such naming rights contracts, with the remaining 75% of revenue to be utilized by the SASSRA for upkeep and maintenance of Fairgrounds properties that it manages.

SASSRA has solicited and negotiated the sale of naming rights for San Angelo Fairgrounds Livestock Building #2 and the attached Livestock Pavilion and the Fairgrounds Exhibit Building.

Financial Impact:

There is no fiscal impact to the City associated with approving this item. Revenue from the naming rights will be received, in full, by the San Angelo Stock Show and Rodeo Association. These funds will help the Association operate, maintain and program the Fairgrounds, owned by the City and under lease to the Association.

Other Information/Recommendation:

Attachments:

Presentation:

Carl White

Approvals/Reviews:

Theresa James	Created/Initiated
Theresa James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Julia Antilley

Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Bluthardt, Fort Concho Manager, Fort Concho, 325-487-2730

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider approving a Memorandum of Understanding for Joint Curatorial Lab and Storage Space between the City of San Angelo and the San Angelo Museum of Fine Arts and authorizing the City Manager to execute all related documents (Bob Bluthardt)

Summary/History:

Fort Concho (Fort) and the San Angelo Museum of Fine Arts (SAMFA) wish to develop up to 7500 sq ft of unoccupied and unfinished space within the Chase State Office Building at 622 South Oakes. SAMFA would assume all costs of developing the space and in return the Fort would receive 2000 sq ft of quality collections storage space, plus use of the curatorial lab and facilities SAMFA would create and fund. A long-term lease is requested to reflect the Fort and City commitment to the project and thus support SAMFA's effort in fundraising. The two parties would share utilities based on primary space use.

This open space has not been requested by any state agency in recent years with the exception of TCEQ that has requested up to 1100 square feet. They have received a quote for the work and are awaiting approval to negotiate with the City. If the TCEQ project occurs, there will be sufficient space left to accommodate this project as outlined in the MOU. Past history has shown the cost of finishing out the space for additional offices has exceeded the state's ability or willingness to pay.

Financial Impact:

The art museum will assume all costs for planning and developing the total space. Each party is responsible for its own expenses for furnishing its share of space. Each party is responsible for the utilities based on percentage of total space used. Each party is responsible for insuring its own artifacts and equipment/furnishings. The additional costs for Fort Concho's insurance and utility share can be accommodated within its operating budget. Private funding will cover the costs of furnishing and equipment. The art museum, in return for planning and developing the space, will be charged a nominal \$1/year rent.

Other Information/Recommendation:

Proposed MOU attached

Attachments:

- | | | |
|----|--|--|
| 1. | 18-271 AGREEMENT MOU ART MUSUEM LAB AND STORAGE amended 11 26 18 | 18-271 AGREEMENT MOU ART MUSUEM LAB AND STORAGE amended 11 26 18.doc |
|----|--|--|

Presentation:

Howard Taylor, SAMFA Director & Bob Bluthardt, Fort Concho Manager

Approvals/Reviews:

Robert Bluthardt

Created/Initiated

Carl White	Approved
Carl White	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

**MEMORANDUM OF UNDERSTANDING
FOR JOINT CURATORIAL LAB AND STORAGE SPACE
BETWEEN**

THE CITY OF SAN ANGELO AND THE SAN ANGELO MUSEUM OF FINE ARTS

This memorandum of understanding (MOU), by and between the CITY OF SAN ANGELO (hereafter referred to as CITY) and the SAN ANGELO MUSEUM OF FINE ARTS (hereafter referred to as MUESUM). In consideration of the mutual promises and agreements set forth, CITY and MUSEUM agree as follows:

I. GENERAL PROVISIONS

- A. This affiliation is for the sole and limited purpose of creating a space for a joint curatorial lab and collections storage space located in the Chase State Office Building located at 622 South Oakes Street (herein after referred to as state building)
- B. This agreement shall be effective on _____, 2018, and continue for forty years from that date unless terminated in writing prior to expiration by either party. Early termination of this Agreement by either party shall require written notice of termination to the other party no later than ninety (90) days before the requested date of termination.
- C. In the 180 days prior to the expiration of the term, the parties will have an option to renegotiate and renew the agreement. If the agreement is not renewed the MUSEUM shall vacate the state building and return it in good condition within 90 days of expiration.
- D. In consideration of this agreement, the MUSEUM shall pay the CITY \$1 per year for the term of the agreement.
- E. Nothing herein shall be deemed to create an association, partnership, or joint venture between CITY and MUSEUM. Each party shall be responsible for their own insurance for their artifacts, equipment and facilities contained within the facility.
- F. The lab and collections space shall not exceed 7500 square feet and the general purpose of the space shall be for the assessment and storage of collections objects; care and preservation of such objects; preparation of displays and exhibits; and other functions and collections-related work including staff training. Fort Concho shall have the sole use of a minimum of 2000 square feet and a maximum of 3000 square feet of storage space within the facility.
- G. Each party to this memorandum shall pay for utilities for the lab and storage space in direct proportion to the space occupied by each party.
- H. Point of contact for activities conducted under this memorandum shall be the director of the MUSEUM and the Fort Concho manager.

- I. Neither party shall allow the space to be sublet or otherwise utilized or accessed by any other person or entity without the express written permission of the other party.

II. CITY SHALL:

- A. Allow the use of 7500 square feet of the vacant portion of the state building for the purpose of a curatorial lab and collections storage facility.
- B. Provide input and direction into the design and construction of the lab and storage facility from designated CITY personnel and board members including but not limited to Fort Concho Staff, Fort Concho Board, and the building maintenance supervisor for the state building.
- C. Be solely responsible for furnishing Fort Concho's space within the storage area.
- D. Develop policies for access to the lab and storage facility that would limit the access to Fort Concho's storage space to Fort Concho staff and designees.

III. MUSEUM SHALL:

- A. Design and construct the lab and storage facility with input and direction of Fort Concho board and staff as well as any other person the CITY requests provide input into the design and construction including but not limited to the maintenance supervisor of the state building.
- B. Ensure through the design that Fort Concho's storage space is separately secured from the space allocated to the MUSEUM.
- C. Be responsible for all costs associated with the design, bidding, insurance, construction, and furnishing of the lab and storage facility including any increase in insurance determined to be necessary by the CITY'S Risk Manager.
- D. Ensure the CITY is listed as an additional insured on any insurance policies related to the design or construction of the lab and storage facility.

IV. IT IS FURTHER AGREED THAT:

- A. The terms and conditions of this MOU may be amended, deleted or expanded buy only upon written agreement of the parties.
- B. The MOU shall be construed under laws of Texas, and if any provisions shall be invalid under the laws, such invalidity shall not violate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.
- C. Both of the parties hereto and the individuals executing this agreement for them represent to the party that it has the requisite power and authority to make and enter this agreement, and said agreement does not violate any provisions of the corporate charter or by-laws of any

corporate party or statute, act or ordinance under which any unincorporated institution or party hereto is organized, or violate any agreement or commitment executed or made by any party.

- D. Notices required to be sent hereunder shall be sent prepaid registered mail with return receipt requested, and are effective upon receipt.

Notices sent to CITY shall be sent to:

Notices sent to MUSEUM shall be sent to:

- E. This writing shall constitute the sole agreement between the parties.

- F. This agreement was approved by the Board of the MUSEUM on _____ and by the Fort Concho Board on _____.

Executed this ____ day of _____ 2018 after approval by the San Angelo City Council.

SAN ANGELO FINE ARTS MUSEUM

By:

CITY OF SAN ANGELO

ATTEST:

Daniel Valenzuela, City Manager

Julia Antilley, Interim City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

APPROVED AS TO CONTENT:

Bob Bluthardt, Director of Ft. Concho

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Second reading of an ordinance approving case PD18-03, a rezoning from the Single-Family Residence (RS-1) and General Commercial Zoning Districts to the Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park at Spring Creek (Jon James)

Summary/History:

A request for approval of a rezoning from the Single-Family Residence (RS-1) and General Commercial Zoning Districts to the Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park on the subject property. The City of San Angelo is intending to legalize a lease area which includes a campground/RV park and commercial boats uses. Section 310 of the Zoning Ordinance does not permit such use by right in the existing zoning district. Previous approved Special Permits allow the uses on a portion of the proposed PD.

Financial Impact:

N/A

Other Information/Recommendation:

On October 15, 2018 the Planning Commission unanimously APPROVAL of the Rezoning.

On November 20, 2018 the City Council voted to approve the rezoning on first reading, but removing "performance stage" as an allowable use.

Attachments:

- | | | |
|----|----------------------|----------------------------------|
| 1. | Draft Ordinance (PD) | 19-054_PL_PD18-03_ORDINANCE.docx |
| 2. | Staff Report (PD) | CC Staff Report PD18-03.pdf |

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
Becky Dunn
Julia Antilley

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: **2680 Camper Road; generally located at the north section of Camper Road on Lake Nasworthy; being 16.4 acres**, FROM THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND THE SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT TO THE PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW FOR CAMPGROUND, RV PARK AND ACCESSORY USES PERMITTED AS SPECIAL USE IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY

RE: PD18-03: SPRING CREEK

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 Planned Development (PD) Zoning District; and,

WHEREAS, on the 20th day of November, 2018, City Council held a public hearing on PD18-03, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic Zoning Ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned **Planned Development (PD)** District to allow for campground, recreational vehicle park and accessory uses permitted as special use in the **General Commercial (CG)** Zoning District.

2680 Camper Road; generally located within the corporate limits of the City of San Angelo, at the north section of Camper Road on Lake Nasworthy; being 16.4 acres out of Abstract: A-1566 S-0647, Survey: P KURZENACKER, 178.69 ACRES OUT OF TRACTS 18, 19 & 20, 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 (PD Boundary Map).

SECTION 3. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning Commission

and City Council. Minor deviations may be approved by the Planning Director, provided no changes to the Zoning Ordinance are required.

SECTION 4: Prior to any future development and/or building permits being issued on the property, the applicant shall submit a final site plan to the Planning Director for review and approval.

SECTION 5: The following allowed principal use of the described property shall be described as **Campground/Recreational Vehicle (RV) Park** which includes any combination of temporary living quarters such as recreational vehicles, cabins or similar structures, and tent campsites for overnight or single-day occupancy

SECTION 6: The following accessory uses, included but not limited to, shall be subordinate and to the aforementioned principal use and shall also be allowed within the Planned Development:

- a. Off-street paved and striped parking;
- b. Retail sales and service use;
- c. Offices for park management and maintenance support;
- d. Caretaker's quarters;
- e. Restroom, shower and laundry facilities;
- f. Outdoor guest amenities;
- g. Commercial recreational rentals, such as kayaks, paddleboards, and motorized personal watercraft;
- h. Sanitary sewer stations;
- i. Fuel Sales;
- j. Outdoor enclosed waste and recycling collection station; and
- k. Screened outdoor trailer storage area

SECTION 7: The outer perimeter of the Campground/RV Park shall be at least 200 feet from the property boundary line of any lot used for residential purposes.

SECTION 8: Camper Road will be used for primary site access and shall be maintained by the City of San Angelo or as amended by the property lease agreement.

SECTION 9: Existing improvements in current configuration, as show in Exhibit "A," may be maintained in current condition. New improvements or adjustments to layout configuration must comply with ordinance development standards in place at the time of development.

SECTION 10: Prior to issuance of a sign permit, each commercial vendor shall present a signage plan to be considered by the Planning Director for approval.

SECTION 11: Maximum length of stay shall be Six (6) months within a twelve (12) month period, and;

- a. No permanent living structures shall be allowed on the property, except for those of the park's on-site property manager(s).
- b. 15% of the Recreational Vehicle spaces for patrons within the park shall be exempt from this time restraint requirement. When calculation of this 15% results in a fractional number, this fractional number shall be rounded down.
- c. Relocating a unit from one space to another within the Park does not restart the six month term.

SECTION 12: Except as outlined in this ordinance all provisions of the Zoning Ordinance Section 407 remain in force and effect.

SECTION 13: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein shall remain in full force and effect.

SECTION 14: 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 15: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **20th day of November, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **11th day of December, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

EXHIBIT "A"

PD Boundary Map



PD18-03: Spring Creek-COSA

2680 Camper Road

Council District: SMD #1 - Tommy Hiebert

Neighborhood: Nasworth

Scale: 1" approx. = 200 ft

Legend

Subject Properties: —
 Current Zoning: CG & RS-1
 Requested Zoning Change: PD
 Vision: Open Spaces



CITY COUNCIL – NOVEMBER 20 & DECEMBER 11, 2018

STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning – Planned Development		PD18-03: Spring Creek - COSA	
SYNOPSIS:			
A request for approval of a rezoning from the Single-Family Residence (RS-1) and General Commercial Zoning Districts to the Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park on the subject property. The City of San Angelo is intending to legalize a lease area which includes a campground/RV park and commercial boats uses. Section 310 of the Zoning Ordinance does not permit such use by right in the existing zoning district. Previous approved Special Permits allow the uses on a portion of the proposed PD.			
LOCATION:		LEGAL DESCRIPTION:	
2680 Camper Road		Approximately 16.36 acres out of Abstract A-1566 S-0647, Survey: P KURZENACKER, 178.69 Acres Out of TRACTS 18, 19 & 20 (West of Fishermans Rd Addition), Tom Green County, Texas.	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FUTURE LAND USE:
SMD District #1 – Tommy Hiebert Nasworthy Neighborhood		CG – General Commercial & RS-1 – Single Family Residential	Open Space
			SIZE:
			16.36 acres
THOROUGHFARE PLAN:			
<u>Camper Road</u> –Urban Local Street, No ROW Existing, 20' Pavement Width Existing.			
NOTIFICATIONS:			
2 notifications were mailed within a 200-foot radius on October 4, 2018. Zero responses has been received in support or opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the Single-Family Residence (RS-1) and General Commercial (CG) Zoning Districts to the Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park, subject to 7 Conditions of Approval .			
PROPERTY OWNER/PETITIONER:			
City of San Angelo			
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 property is designated “Open Space” in the City’s Comprehensive Plan which intends to “Provide a balanced system of parks, open space, and recreational facilities in terms of function and location.” The proposed rezoning would legalize the current campground/RV park and commercial boat uses, and fit into the adjacent park 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 purposes of a Planned Development District include allowing a diversification of uses, structures, and open spaces and to promote flexibility of design in a manner compatible with existing uses of land on adjacent properties. In lieu of relying on conventional standards for a rather unconventional and unique project, special development standards that are responsive to the lake’s environment and character of the project are being implemented through the use of a Planned Development. The Planned Development will allow complementary and logical accessory uses while providing some limitations.
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 intent of the Planned Development is to offer a balance between new recreational amenities, the existing Lake Nasworthy environment, and the surrounding residential neighborhoods. The Planned Development should also allow residents and property owners within surrounding neighborhoods some additional protections with included development limitations.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The increasing popularity of Lake Nasworthy as a regional recreation venue has prompted the City to reexamine its economic value and proceed accordingly. The City currently maintains four parks along the lake, and short-term activities such as boating and fishing have proven very popular for both local residents and visitors. The lake is also home to annual regional events. Updates to the Comprehensive Plan, recent economic studies concerning the lake and their conclusions, and increasing outside popularity and interests in the lake, have now changed the direction of development along the lake
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. Future development will require building permits which would include a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.

6. **Community Need. Whether and the extent to which the proposed amendment addresses a demonstrated community need.** According to past studies for Lake Nasworthy, the Planned Development area is prime for tourism development as an “action sports” destination area, ideal for such items as boat races and wake boarding. Increasing demand for lake recreation supports the need for the current development as well as future expansions. The proposed PD would allow legalizing the current development while ensuring development standards are met.
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.** Since the early 1950s, Lake Nasworthy has evolved into a regional recreational destination spot. Along with recreation, a mixture of various stakeholders in the form of private ownerships, ground leases, and public holdings that have developed into numerous residential neighborhoods, park facilities, and commercial/recreational ventures. The existing development has been a part of the lake neighborhood for a significant time period and will continue to function in this capacity.

Planning Commission Recommendation:

On October 15, 2018, the Planning Commission recommended APPROVAL of a Rezoning from the Single-Family Residence (RS-1) Zoning District and General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park; being 16.36 acres located to the north and northwest of the Lake Nasworthy Addition – Group Fishermans Road residential subdivision. The following is the complete excerpt of the draft minutes from the October 15, 2018, meeting for this case:

Hillary Bueker, Senior Planner, presented the Planned Development (PD) rezoning request. She explained that the 16.36-acre property had a Future Land Use of “Open Space” and a combination of CG and RS-1 Zoning. Mrs. Bueker explained that the Planned Development will include the existing RV park area, boat ramp, marina, and Tule Princess Boat. She outlined Staff’s rationale to approve the Rezoning on the grounds that the Future Land Use of Open Space allows the current mix of uses for recreation; that the proposed development is consistent with the new PD; that the area has mixed uses but is mostly recreational based; and that the area has developed as a regional recreation destination. Mrs. Bueker concluded her presentation by summarizing the seven proposed conditions of approval outlined in her Staff Report.

Chair Stribling asked if the maximum stay of 6 months a year which applies to 85% of the park spaces the current rule.

Ms. Bueker responded this was correct and that this rule is already in the Zoning Ordinance.

Commissioner Jackson asked if this rule applied to all RV parks.

Ms. Bueker responded this was correct.

Chair Stribling opened the meeting for public comment

There was no public comment.

Vice Chair Spano made a Motion to recommend APPROVAL of the proposed Rezoning from the Single-Family Residence (RS-1) Zoning District and General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park on the property, subject to the seven conditions of approval as presented. Commissioner Smith seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff's recommendation is for the Planning Commission to recommend **APPROVAL** of a rezoning from Single-Family Residence (RS-1) and General Commercial Zoning Districts to the Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park, subject to **7 Conditions of Approval**.

1. Prior to any future development and/or building permits being issued on the property, the applicant shall submit a final site plan to the Planning Director for review and approval.
2. The following are allowed accessory uses, included but not limited to,

◦ Off-street paved and striped parking	◦ Commercial recreational rentals
◦ Retail sales and service use	◦ Sanitary sewer stations
◦ Offices for park management and maintenance support	◦ Fuel Sales
◦ Caretaker's quarters	◦ Outdoor enclosed waste and recycling collection station
◦ Restroom, shower and laundry facilities	◦ Screened outdoor trailer storage area
◦ Outdoor guest amenities	
3. The outer perimeter of the Campground/RV Park shall be at least 200 feet from the property boundary line of any lot used for residential purposes.
4. Camper Road will be used for primary site access and shall be maintained by the City of San Angelo or as amended by the property lease agreement.

5. Existing improvements in current configuration may be maintained in current condition. New improvements or adjustments to layout configuration must comply with ordinance development standards in place at the time of development.
6. Prior to issuance of a sign permit, each commercial vendor shall present a signage plan to be considered by the Planning Director for approval.
7. Maximum length of stay shall be Six (6) months within a twelve (12) month period, and;
 - a. No permanent living structures shall be allowed on the property, except for those of the park's on-site property manager(s).
 - b. 15% of the Recreational Vehicle spaces for patrons within the park shall be exempt from this time restraint requirement. When calculation of this 15% results in a fractional number, this fractional number shall be rounded down.
 - c. Relocating a unit from one space to another within the Park does not restart the six month term.

Attachments:

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



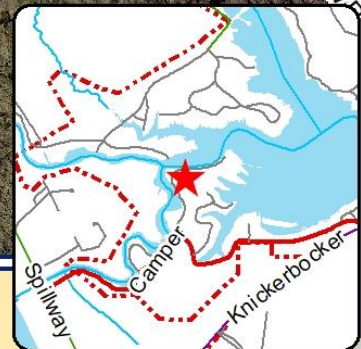
PD18-03: Spring Creek-COSA

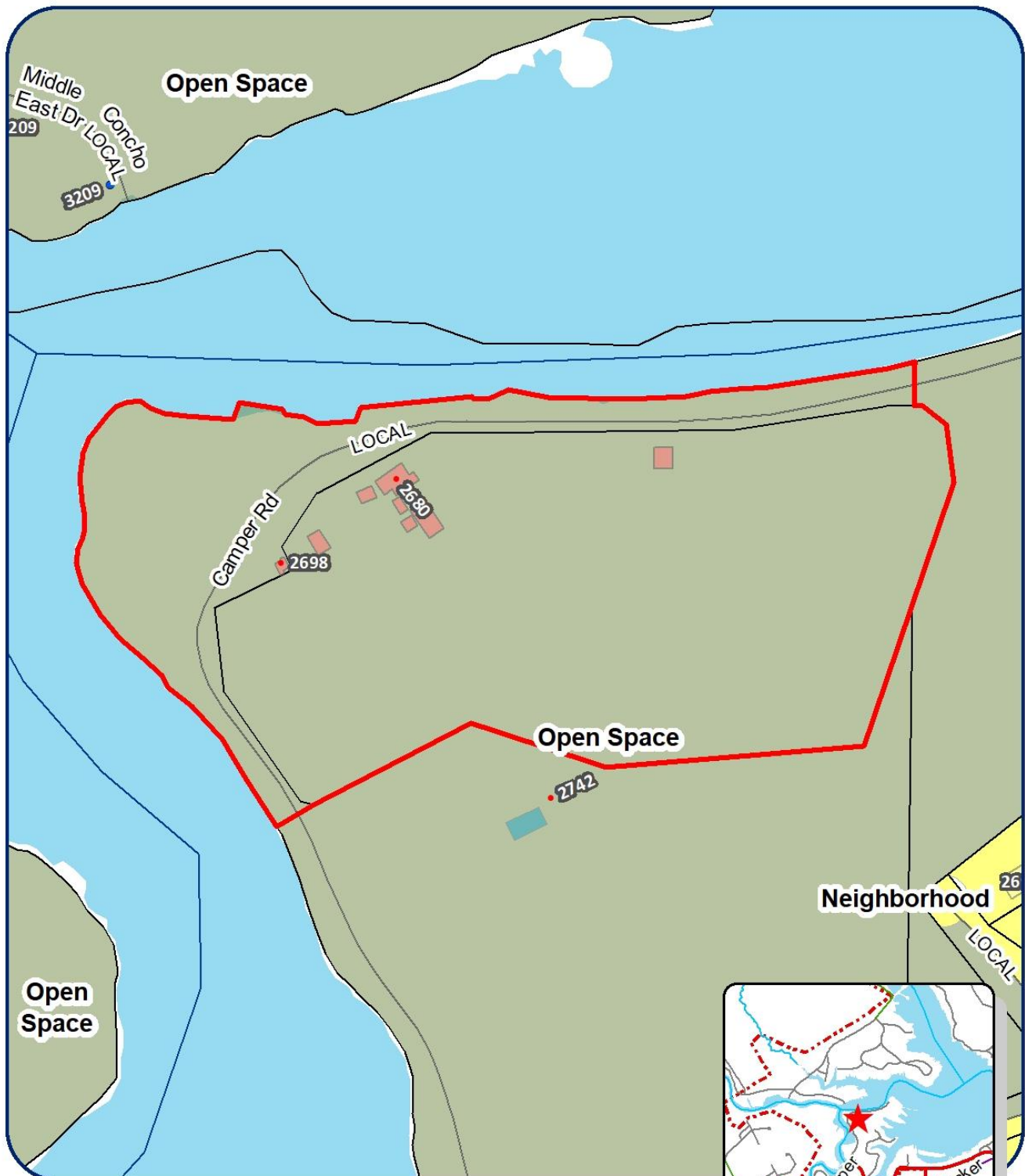
2680 Camper Road

Council District: SMD #1 - Tommy Hiebert
Neighborhood: Nasworthy
Scale: 1" approx. = 200 ft

Legend

Subject Properties: —
Current Zoning: **CG & RS-1**
Requested Zoning Change: **PD**
Vision: **Open Spaces**





PD18-03: Spring Creek-COSA

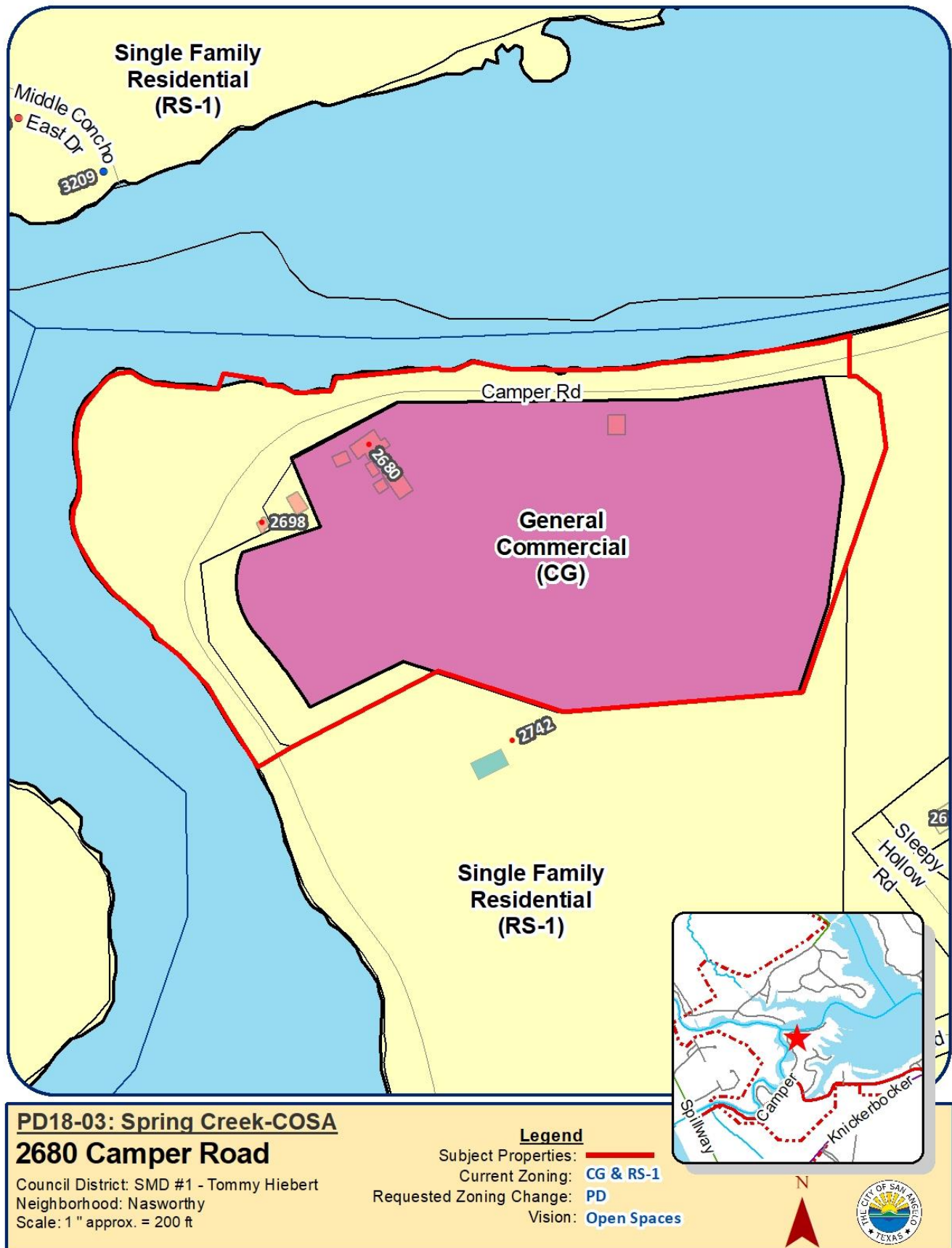
2680 Camper Road

Council District: SMD #1 - Tommy Hiebert
Neighborhood: Nasworthy
Scale: 1" approx. = 200 ft

Legend

Subject Properties: —
Current Zoning: **CG & RS-1**
Requested Zoning Change: **PD**
Vision: **Open Spaces**





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): Carl White

☒ Owner ☐ Representative (Notarized Affidavit Required)

702 South Chadbourne San Angelo Texas 76903

Mailing Address City State Zip Code

325-234-1724, carl.white@cosatx.us

Contact Phone Number Contact E-mail Address

2680 Camper Rd., San Angelo, Texas 76904

Subject Property Address City State Zip Code

16.36 acres out of Abstract A-1566 S-0647, Survey: P KURZENACKER, 178.69 Acres Out of TRACTS 18, 19 & 20, Tom Green Co, TX

Legal Description (can be found on property tax statement or at www.tomgreencad.com)

Existing Zoning: RS-1/CG Proposed Zoning: PD Lot size: 16.36

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

Section 2: Site Specific Details

Existing Use of Property: one portion for the leased operation of Spring Creek Marina another smaller portion for a concession boat tour and rental operation authorized by agreement.

*Proposed Use of Property: one portion for the leased operation of Spring Creek Marina another smaller portion for a concession boat tour and rental operation authorized by agreement

*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.)

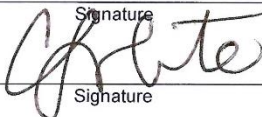
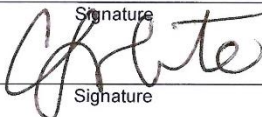
- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;
- ☒ 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.

Carl White		CoSA	Oct. 1, 18
Owner Name (Print)	Signature	Company/Organization (If Applicable)	Date
Carl White		CoSA	Oct. 1, 18
Representative Name (Print)	Signature	Company/Organization	Date

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: 10 / 1 / 18

Case No.: Pa 18 -- 03

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 725 Receipt #: _____ Date paid: ____/____/____

Sign Deposit \$37.50 Receipt #: _____ Date paid: ____/____/____

Affidavit attached? ☐ Yes ☐ No ☒ N/A Applicant's signature on information sheet? ☐ Yes ☐ No

Previous Zone Change Inquiry? ☐ Yes ☐ No If yes, ZCI case no.: ____ -- ____

River Corridor Commission? ☐ Yes ☐ No If yes, RCC meeting date: ____/____/____

Planning Commission hearing date: 10 / 15 / 18 Date notifications due: 10 / 4 / 18

City Council hearing date: 11 / 20 / 18 Packets due date: 12 / 4 / 18

Publication date: 11 / 1 / 18

Reviewed/Accepted by: H. Bueker Date: ____/____/____

Site Photos



South portion of RV Park



South Portion of RV Park



Park Restroom Facility



Boat Ramp



Fuel Sales



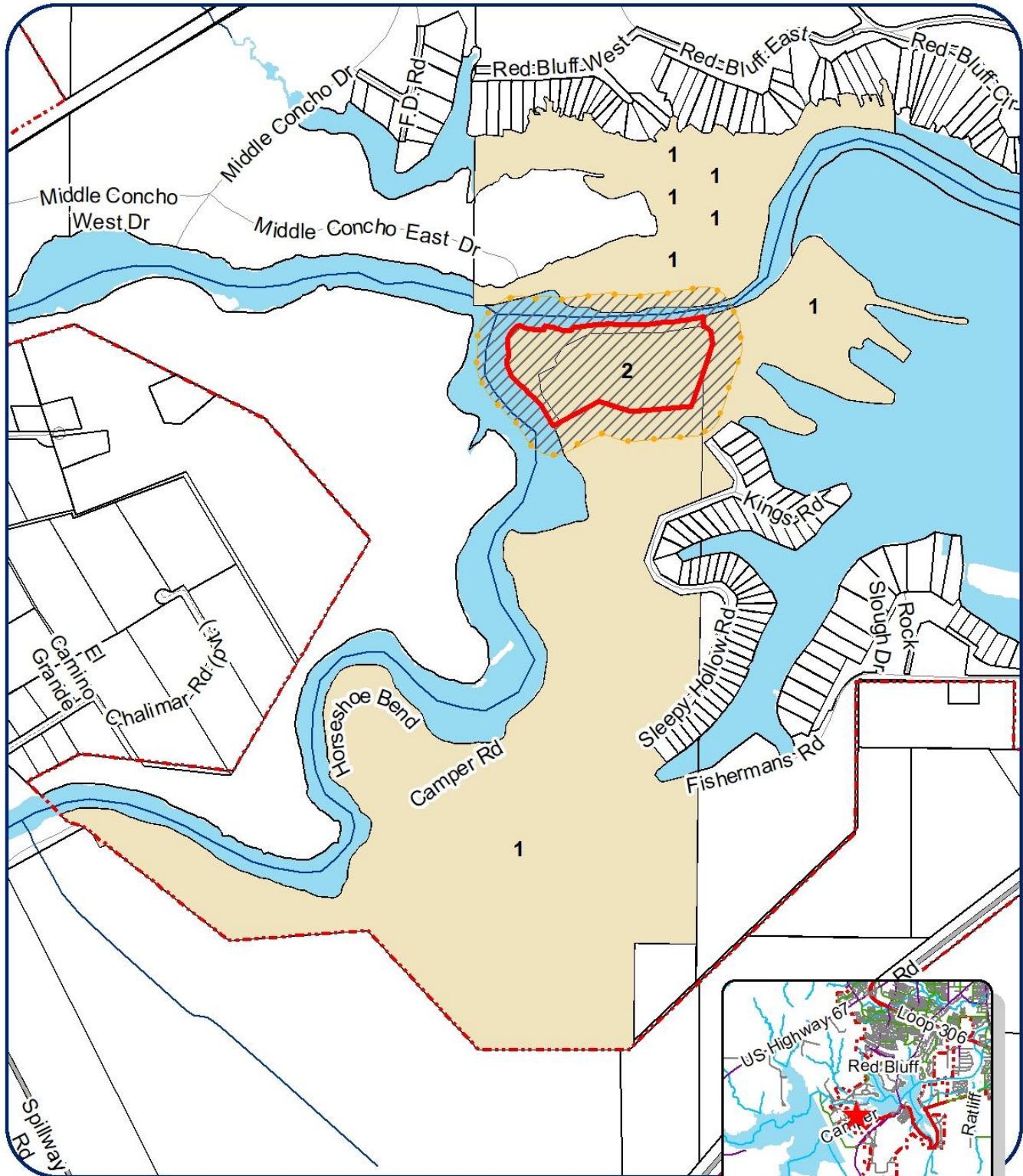
Park Road



Tule Princess



Current Parking in Grass



PD18-03: Spring Creek-COSA

2680 Camper Road

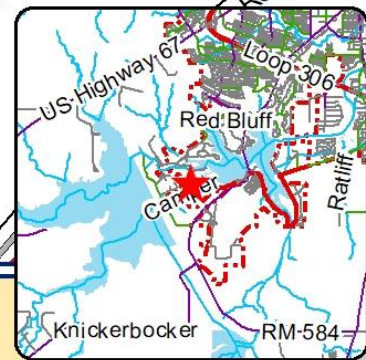
Council District: SMD #1 - Tommy Hiebert

Neighborhood: Nasworth

Scale: 1" approx. = 850 ft

Legend

Subject Properties: —
 Current Zoning: **CG & RS-1**
 Requested Zoning Change: **PD**
 Vision: **Open Spaces**



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget, 325-657-6291

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

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)

Summary/History:

This proposed amendment contains the following items (additional information attached):

- Fire Training Courses
- Emergency Management Homeland Security Program Grant
- Texas Department of Transportation Routine Airport Maintenance Program Grant
- Carryovers for FY2017-18 Incomplete Projects

Financial Impact:

See Exhibit A of the ordinance.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-----------------------------------|-------------------------------------|
| 1. BA Memo - ALL | BA Memo - ALL.pdf |
| 2. 11.6.18 FIN Budget Amendment A | 11.6.18 FIN Budget Amendment A.pptx |
| 3. Ordinance 12.4.18 (2) | Ordinance 12.4.18.docx |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

Memo

To: Tina Dierschke, Finance Director

From: Chief Dunn, Fire Chief

Date: 10/19/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To budget for the training center external training courses provided to external departments and agencies

Source of Funding:

Registration fees paid by external departments and agencies for training courses

Funding previously approved? If so, by City Manager or City Council and when?

Yes, Council approved on May 1, 2018.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Training revenue	0	45,000	45,000
Training expense	1,600	45,000	46,600
			0
			0
			0
			0

Additional Comments:

We just completed a Tech 1 class and generated about 15,000 in revenue. We need to get this set up to pay for future course expenses.

Memo

To: Tina Dierschke, Finance Director

From: Chief Sanford, Assistant Fire Chief

Date: 10/19/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for grant award from Homeland Security Division (HSGD) for communication trailer/vehicle and satellite/radio equipment.

Source of Funding:

Office of the Governor-Homeland Security Division 2018 State Homeland Security Program (SHSP)

Funding previously approved? If so, by City Manager or City Council and when?

Council authorized acceptance of the grant on September 4, 2018.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Grant revenue	0	67,538	67,538
Grant expense	0	67,538	67,538
			0
			0
			0
			0

Additional Comments:

This grant will be used to buy a vehicle or trailer that can be used for communications and mobile command during a disaster. This vehicle/trailer is 100% funded by the grant.

Memo

To: Tina Dierschke, Finance Director

From: Mitch Sprunger, Interim Airport Director

Date: 11/06/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the new grant for maintenance projects within the Airport

Source of Funding:

50% Texas Department of Transportation (TxDOT) for Routine Airport Maintenance Program (RAMP) Grant and a local government match of 50%

Funding previously approved? If so, by City Manager or City Council and when?

Yes, the grant was accepted during October 16, 2018 Council meeting

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
TxDOT RAMP Grant	0	50,000	50,000
Local Match	0	50,000	50,000
			0
Expense			0
Project Cost	0	100,000	100,000

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Kimberly Holle, Budget Manager

Date: 11/06/18

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Carryover remaining fiscal year 2017-18 funds for incomplete projects

Source of Funding:

Multiple funds - Fund Balance

Funding previously approved? If so, by City Manager or City Council and when?

City Council approved the 2018-19 budget ordinance on September 18, 2018

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
			0
			0
			0
			0
			0
			0

Additional Comments:

See Attached chart for details

City of San Angelo
Carryovers
FY 2018 - 19

FUND	DIVISION	PURPOSE	CARRYOVER
<u>Projects Previously Approved and in Progress</u>			
General	Legal	Document management software using FY18 departmental savings	\$23,000
General	Traffic	Continuation of installation of Battery Backup Systems and Downtown detection to Traffic Signal Systems and Downtown detection	\$20,207
General	Street & Bridge	Set aside to fund 1) mill and overlay on Rio Concho Drive; 2) Monroe Street repair; 3) HA5 and Rejuvenator application on streets	\$982,500
General	Parks	Tree irrigation at the Santa Fe Golf Course	\$17,762
General	Recreation	Facility improvements at Station 618 and Santa Fe Crossing (Paint interior and exterior, replace carpet, windows, and AC units, new conference room table and chairs)	\$68,261
General	Animal Services	Animal Shelter building improvements	\$119,150
General	Police	Reserved 50/50 split with Risk Mgmt- payment request pending for gun range roof	\$9,150
General	Public Safety Communications	Funding for maintenance agreements with Hexagon; supports objectives of Police, Fire Dispatch, and Records Management	\$5,000
Intergovernmental	Environmental Health	Purchase and implementation of electronic health inspections system software and equipment	\$118,117
Intergovernmental	Environmental Health	Committed funds for Kirby rain capture system	\$15,000
Water	Capital	Infrastructure associated with street program construction	\$1,166,441
Water Capital	Capital	Infrastructure associated with street program construction	\$20,938
Water Reclamation	Capital	Infrastructure associated with street program construction	\$1,042,397
Water Reclamation Capital	Capital	Infrastructure associated with program construction	\$1,401,322
Stormwater	Capital	Sunset Lake dredging & Avenue P drainage	\$1,178,081
Stormwater	Capital	Haul truck upfit equipment/safety lighting. Truck purchased in FY18 but not yet delivered.	\$3,898
Risk Management	Claims	Funds approved to pay storm damages from prior year; large claims on farm irrigators	\$365,389
Civic Events	Administration	Purchase new event scheduling system	\$24,000
GRAND TOTAL			\$6,580,613



City Council

November 20, 2018



Budget Amendment

	Revenue	Expense
Fire Training Revenue	\$45,000	
Fire Training Costs		\$45,000



Budget Amendment

	Revenue	Expense
TxDOT RAMP Grant	\$50,000	
Local Match	\$50,000	
Project Cost		\$100,000



Budget Amendment

	Revenue	Expense
Homeland Security Grant	\$67,538	
Expense		\$67,538



Budget Amendment

General Fund	Revenue	Expense
Document Management Software		\$23,000
Continuation of Battery Backup System		\$20,207
Street & Bridge		\$982,500
Santa Fe Golf Course Irrigation		\$17,762



Budget Amendment

General Fund	Revenue	Expense
Station 618 & Santa Fe Crossing Improvements		\$68,261
Animal Shelter Improvements		\$119,150
Gun Range Roof		\$9,150
Hexagon Maintenance		\$5,000



Budget Amendment

Other Funds	Revenue	Expense
Electronic Health Inspections		\$118,117
Kirby Park Rain Capture System		\$15,000
Water/Water Reclamation Infrastructure for Street Program		\$3,631,098



Budget Amendment

Other Funds	Revenue	Expense
Sunset Lake Dredging & Avenue P Drainage		\$1,178,081
Stormwater Truck Equipment		\$3,898
Farm Irrigators		\$365,389
Event Scheduling Software		\$24,000





City Council

November 20, 2018



**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2018, AND ENDING SEPTEMBER 30, 2019, FOR CAPITAL
ITEMS, GRANTS, AND REIMBURSED EXPENSES.**

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2018-2019 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 20th day of November, 2018, and APPROVED and ADOPTED on this 4th day of December.

ATTEST:

CITY OF SAN ANGELO, TEXAS:

Julia Antilley, Interim City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

**City of San Angelo
Proposed Budget Amendment
Exhibit A**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General Fund	\$45,000	\$1,290,030	\$(1,245,030)
Intergovernmental Fund	\$167,538	\$300,655	\$(133,117)
Airport Fund	\$-	\$-	
Stormwater Fund	\$-	\$1,181,979	\$(1,181,979)
Water Fund	\$-	\$1,166,441	\$(1,166,441)
Water Reclamation Fund	\$-	\$1,042,397	\$(1,042,397)
Property Casualty Fund	\$-	\$365,389	\$(365,389)
Civic Events Fund	\$-	\$24,000	\$(24,000)
Water Capital Fund	\$-	\$20,938	\$(20,938)
Water Reclamation Capital Fund	\$-	\$1,401,322	\$(1,401,322)
	\$212,538	\$6,793,151	\$(6,580,613)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Fire Training Classes	Class Registration fees	\$45,000	\$45,000	\$-
Emergency Management Communication Equipment	Homeland Security Program Grant	\$67,538	\$67,538	\$-
Airport Maintenance Projects	Texas Department of Transportation Routine Airport Maintenance Program Grant	\$100,000	\$100,000	\$-
FY2017-18 Incomplete Projects	Fund Balances	\$-	\$6,580,613	\$(6,580,613)
		\$212,538	\$6,793,151	\$(6,580,613)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Nolan Sosa, Police Budget Analyst, Police,

Meeting Date: December 11, 2018

Item type: Consent Item

Caption:

Consider approving a maintenance service contract for San Angelo Public Safety Communications in the amount of \$159,569.08, budgeted in FY19 (via carryover in the above budget amendment), between the City of San Angelo and Hexagon, our Computer Aided Dispatch and Records Management System authorizing 24/7 technical support and authorizing the City Manager to execute said maintenance contract and any renewal contract thereafter provided the cost does not increase more than 5% each subsequent year (Chief Carter)

Summary/History:

On March 6th, 2018, Council approved the expenditure in the amount of \$150,404.94 and authorized the City Manager to execute maintenance agreements provided . Hexagon sent a quotation in the amount of \$159,569.08 that exceeds the 5% increase. Requesting Council approval for the expenditure and for the provision that the City Manager may execute future maintenance and renewal agreements provided they do not exceed 5% increases year over year.

Financial Impact:

This is a budgeted item paid from 101-1501-425.03-32 (Software Maintenance). There are sufficient funds available for this maintenance agreement.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | 1-10LIML2 San Angelo TX City Of 19-20 Quote | 1-10LIML2 San Angelo TX City Of 19-20 Quote.pdf |
|----|---|---|

Presentation:

Frank Carter

Approvals/Reviews:

Nolan Sosa	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Daniel Valenzuela, City Manager, City Clerk, (325) 657-4241

Meeting Date: December 11, 2018

Item type: Regular Item

Caption:

Consider a resolution in support of the Texas Municipal League's campaign: Our Home, Our Decisions to raise awareness of the State of Texas eroding the ability of local communities to develop local solutions to local problems (Presentation made by Mayor Brenda Gunter and City Manager Daniel Valenzuela)

Summary/History:

Government and citizen input at the local level are vital to guiding the direction of the City of San Angelo. Recent bills filed at the state level are threatening to force every town and city in Texas to conform to ideas that originate in the state capitol. San Angeloans want the autonomy to regulate themselves and their community as the home rule city we were created to be.

In Texas, state government provides no funding for city services aside from some small grant programs. Thus, it is up to cities to find ways to pay for their growing needs. The most important decisions municipal government must make involve the level of services local communities want and how much its local taxpayers are willing to pay for them. Those decisions should be made by locally elected officials in communities such as San Angelo, not by legislators who live hundreds of miles away and are unaware of the many varied needs of the hundreds of cities across our vast state.

This resolution clearly articulates that one size does not fit all. The state passing laws that treat all cities the same, despite their size, location, culture and circumstances, simply does not work. San Angelo's residents and businesses need locally approved ordinances and decisions that govern our unique community and are tailored to our population, our needs, and our willingness to fund services of our choice at levels of our choice.

Financial Impact:

Proposed bills have the ability to negatively impact the city's finances.

Other Information/Recommendation:

Attachments:

- | | |
|---|---|
| 1. CC RES Supporting Our Home Our Decisions | CC RES Supporting Our Home Our Decisions.docx |
|---|---|

Presentation:

Daniel Valenzuela

Approvals/Reviews:

Daniel Valenzuela
Anthony Wilson

Created/Initiated
Approved

Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Final Approval

A RESOLUTION IN SUPPORT OF "OUR HOME, OUR DECISIONS"

WHEREAS, the dramatic growth in jobs and population in Texas cities in recent decades is indisputable proof the decisions Texans have made at the local level have produced the kinds of communities where people want to live, work, play, and do business;

WHEREAS, year after year, Texas towns and cities lead the nation in the number of companies and people moving here;

WHEREAS, the success Texas cities have had in attracting people and businesses is the envy of the nation;

WHEREAS, that success comes with challenges such as the need for more police officers, firefighters, water and sewer lines, trash collection, and all the other local services we all depend upon;

WHEREAS, in Texas, state government provides essentially no funding for city services, leaving it to cities to devise ways to pay for the growing and unique needs within each community;

WHEREAS, the most important decisions we must make as a community involve the level of services we want, how much our taxpayers and citizenry are willing to pay for them, and how we wish to be governed; and

WHEREAS, those decisions should be made by city residents and the neighbors they elect to lead their municipal government and not by legislators who live hundreds of miles away and may never have visited our community.

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

1. As Texans, we are proud our state is unlike any other, and the same holds true for our pride in our hometowns.
2. The unique character of each city is shaped by the priorities and values of the people who live there.
3. Texans do not want to be told they must conform to one way of thinking or one way of living – whether it comes from Washington or from Austin.
4. There is one thing all Texans can agree upon: We want to continue making our own decisions about our hometowns.

PASSED AND APPROVED THIS _____ day of _____, 2018.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Julia Antilley, Interim City Clerk

Brenda Gunter, Mayor

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shannon McMillan, Stormwater Program Manager, Engineering Services, 325-657-4434

Meeting Date: December 11, 2018

Item type: Regular Item

Caption:

Discussion and action on the following:

1. Second reading and public hearing of an ordinance amending Chapter 11, Article 11.03 of the San Angelo Code of Ordinances including adopting stormwater quality provisions
2. Adoption of Illicit Discharge Policy (Presentation made by Stormwater Program Administrator Shannon McMillan)

Summary/History:

Per TCEQ General Permit for Small Municipal Separate Storm Sewer Systems (MS4), all traditional MS4s must implement adequate legal authority (ordinances) to control pollutant discharges into and from its MS4. Legal authority must address, at a minimum, the following: prohibition of illicit discharges, authority to respond to and contain other releases (hazardous spills), general prohibition of dumping or disposal of materials other than stormwater into the MS4, a compliance program for ordinances, authority to enter and inspect private properties regarding stormwater discharges, and authority to assess penalties for non-compliance.

The City's current stormwater ordinance only meets the requirements for construction facilities and does not meet the requirements for general prohibition, illicit discharge/spill response, penalty assessment, nor does it offer a mechanism for repayment of expenses incurred when the City responds to a spill. The proposed ordinance will address these issues and bring the City in compliance with our obligations to the State.

Financial Impact:

Fiscal impacts will vary based on the situation for illicit discharges and remediation/cleanup. Fees related to, or stemming from, this ordinance will remain unchanged from the current amount of \$75 for site reinspections.

Other Information/Recommendation:

A sub-committee was developed to assist City staff in developing the proposed ordinance. Committee members consisted of developers, engineers, consultants, and water quality professionals. The committee met a total of 8 times from May 2018 to October 2018. Approximately 50 comments, provided by committee members, were addressed by City staff. Changes included removal of industry specific requirements, industrial permitted facility inspections and compliance, as well as various other changes. Per Council request, during 1st reading, a final comment period and meeting was held to answer sub-committee member questions. All questions were addressed in writing, as well as discussed in the meeting held on December 4, 2018. After the meeting, the proposed ordinance was modified to reflect changes requested. Changes requested included offering an appeals process for enforcement actions, which was added to the proposed ordinance. All changes to the proposed ordinance can be found in the "2nd Reading - Stormwater Quality Ordinance" attachment and are denoted in red. Another attachment is included, the internal Illicit Discharge Policy, that sets action levels for citing illicit discharge violations.

Attachments:

- | | | |
|----|---|---|
| 1. | 18-600 ORD Revise
ART_11_03_MUNI_DRAINAGE_UTILITY_SYST_FIRST R | 18-600 ORD Revise
ART_11_03_MUNI_DRAINAGE_UTILITY_SYST_FIRST
R.docx |
| 2. | Illicit Discharge Policy | Illicit Discharge Policy.pdf |
| 3. | 2. 18-600 ORD Revise ARTICLE_11_03_MUNICIPAL_ | 2. 18-600 ORD Revise ARTICLE_11_03_MUNICIPAL_.pdf |

Presentation:

Approvals/Reviews:

Shannon McMillan	Created/Initiated
Shannon McMillan	Approved
Russell Pehl	Approved
Patrick Frerich	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

AN ORDINANCE OF SAN ANGELO TEXAS AMENDING CHAPTER 11, "UTILITIES", ARTICLE 11.03 "MUNICIPAL DRAINAGE UTILITY SYSTEM" OF THE CODE OF ORDINANCES; ADDING STORMWATER QUALITY PROVISIONS TO ARTICLE 11.03; DELETING CHAPTER 12 "PLANNING AND DEVELOPMENT", ARTICLE 12.05 "DESIGN OF LOCAL DRAINAGE SYSTEMS" SECTION 12.05.009 "STORMWATER POLLUTION PREVENTION REQUIREMENTS FOR CONSTRUCTION ACTIVITY"; ADDING APPENDIX A "FEE SCHEDULE", ARTICLE A2.00 "BUILDING AND CONSTRUCTION RELATED FEES", SECTION a2.018 STORMWATER QUALITY REINSPECTION FEE", PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Chapter 11, Article 11.03, Sections 11.03.001 through 11.03.008 of the Code of Ordinances, City of San Angelo, Texas, are hereby amended as follows:

"ARTICLE 11.03 STORMWATER

DIVISION 1. CREATION OF STORMWATER DRAINAGE UTILITY

Sec. 11.03.001 Adoption of act

The Municipal Drainage Utility Systems Act, chapter 552, subchapter C, Texas Local Government Code, as amended ("Act"), is hereby adopted and shall be fully implemented as provided by the Act and by the city council, and the drainage of the city is hereby found to be a public utility within the meaning of the Act.

Sec. 11.03.002 Drainage service provided

The city will provide stormwater drainage for all real property within its boundaries upon payment of the determined drainage charges excluding certain exempted real property. The fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms.

Sec. 11.03.003 Authority to levy charges; Schedule

- a) The city may adopt and levy a schedule of drainage charges upon satisfaction of the procedural requirements as provided in the Act. The fees, assessments, and the charges will be based on nondiscriminatory, reasonable, and equitable terms.
- b) The city shall not require a deposit for drainage charges as a precondition to accepting surface flow into the city's stormwater drainage utility.
- c) The adopted drainage fees will be collected through the city's bill for water utilities and will apply to the accounts maintained by the city for utility services.
- d) The stormwater drainage utility fee shall be separately identified from other public utility billings.

Sec. 11.03.004 Appeals

- (a) Appeals for the following reasons shall be directed to the stormwater drainage utility manager or designee for evaluation and determination:

1. Exempt property has been assessed a stormwater drainage utility fee;
 2. The stormwater drainage utility fee for an individual property is based on an incorrect determination of the property's contribution to the stormwater drainage system, as established in the municipal drainage utility fee schedule;
 3. The stormwater drainage utility fee for an individual property is assessed on more than one utility account; or
 4. The stormwater drainage utility fee is assessed to individual property outside the city's jurisdictional area.
- (b) The stormwater drainage utility manager or his designee shall render a written decision on such appeals within thirty (30) days after receiving a written notice of appeal from the landowner.
- (c) Any landowner who disagrees with the decision of the stormwater drainage utility manager or his designee may appeal such decision to the city council. The decision of the city council shall be final.

Sec. 11.03.005 Penalties

Failure to pay the stormwater drainage utility fee promptly when due shall subject such user to discontinuance of any utility services provided by the city, in accordance with all applicable laws.

Sec. 11.03.006 Charges and Fees

The city may charge fees for reimbursement of costs for constructing, operating, and maintaining the city's MS4, and for reimbursement of costs of implementing its stormwater management program as required by the state and EPA, and the cost of implementing this chapter, which costs may include, but not be limited to, the following:

- (a) Fees for monitoring, inspection, and surveillance procedures including the cost of collecting and analyzing discharges and reviewing monitoring reports submitted by dischargers;
- (b) Fees for spill and release reports and responding to spills and releases of oil, hazardous and extremely hazardous substances, and other pollutants; and
- (c) Fees as the Administrator may deem necessary to carry out the requirements contained in this chapter.

Sec. 11.03.007 through 11.03.010 reserved."

2) THAT, Chapter 11, Article 11.03, is further amended by the addition of the following:

"DIVISION 2. GENERAL – STORMWATER QUALITY

Sec. 11.03.011 Authority. The City engineer or designee shall have the authority to

administer stormwater quality provisions of this Article.

Sec. 11.03.012 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Administrator. The city engineer or designee.

Animal waste. Any animal manure, litter or bedding; water that has contacted animal manure, litter, or bedding; water from washing, flushing, or cleaning animal pens; and liquid or solid waste from facilities such as pens used at kennels, animal hospitals, poultry processing facilities, dairies, or rendering plants.

BMP (Best Management Practice). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of surface water in the state or the waters of the U.S.

CFR (Code of Federal Regulations). The Code of Federal Regulations, as periodically amended.

Commencement of construction. The initial disturbance of soils associated with clearing, grading, excavating, landfilling, and other construction activities.

Commercial. Pertaining to any business, trade, industry, or other activity engaged in for profit.

Commercial cosmetic cleaning. Commercial power washing, steam cleaning, and any other cosmetic cleaning operations of vehicles, parking lots, buildings, and other exterior surfaces.

Common plan of development. A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities.

Construction Activity. Includes soil disturbance activities, including clearing, grading, excavating, construction-related activity and construction support activity. This does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site.

Small Construction. Construction activities which disturb at least 1 but less than 5 acres, or are part of a larger common plan of development that will disturb at least 1 but less than 5 acres.

Large Construction. Construction activities which disturb 5 or more acres, or are part of a larger common plan of development that will disturb 5 or more acres.

Construction Support Activity. A construction-related activity that specifically supports construction activity, which can involve earth disturbance or pollutant-generating activities of its own.

Contaminated. Containing a harmful quantity of a pollutant.

Discharge. Any addition, introduction, release, or flow of any pollutant, stormwater, or other substance, whether separate or mixed, into the municipal separate storm sewer system (MS4), surface water in the state or the waters of the U.S.

Discharger. Any person who causes, allows, permits, or suffers, or is otherwise responsible for, a discharge, spill or release, including, without limitation, any operator of a construction site or industrial facility.

Disposal, dispose of. The discharge, deposit, release, injection, dumping, spilling, leaking, or placing of any waste.

Domestic sewage. Any human excrement, gray water, other wastewater from

household drains, and waterborne waste normally discharged from the sanitary conveniences of dwellings, office buildings, factories, and institutions, that is free from industrial waste.

Environmental Protection Agency or EPA. The United States Environmental Protection Agency, and any duly authorized agency or official of the EPA.

Extremely hazardous substance. Any substance listed in the appendices to 40 CFR Part 355, Emergency Planning and Notification

Facility. Any building, structure, installation, equipment, vehicle, vessel, or other property, real or personal.

Final stabilization. The status when all soil disturbing activities at a site have been completed, and a uniform perennial vegetative cover, with an established density of 70 percent of the original cover for unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures have been employed. For construction activities on land used for agricultural purposes final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use.

Garbage. Putrescible animal and vegetable waste and residue from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

Grease trap. A receptacle designed and constructed to intercept and prevent the passage of greasy, fatty liquid, semi liquid, and/or solid wastes into the sanitary sewer system to which the receptacle is directly or indirectly connected.

Grit trap. A receptacle designed and constructed to intercept and prevent the passage of petroleum-based products, used oils, flammable substances, vehicle grease wastes and solids such as sand and grit into the sanitary sewer system, to which the receptacle is directly or indirectly connected.

Harmful quantity. The amount of any substance that will cause pollution in the municipal separate storm sewer system, surface water in the state or the waters of the U.S.

Hazardous substance. Any substance listed in Table 302.4 of 40 CFR Part 302.

Hazardous waste. Any liquid, semi liquid or solid waste (or combination of wastes), which because of its quantity, concentration, physical, chemical or infectious characteristics may:

- (a) Have any of the following characteristics: Toxic, corrosive, an irritant, a strong sensitizer, flammable or combustible, explosive, or otherwise capable of causing substantial personal injury or illness.
- (b) Pose a substantial hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed, and is identified or listed as a hazardous waste as defined by the Texas Solid Waste Disposal Act or defined under 40 CFR Part 261.3.

Illicit discharge. Any discharge to a municipal separate storm sewer that is not entirely composed of stormwater, except those discharges that are allowed under this chapter, or pursuant to a separate authorization from the state or EPA.

Industrial activity. Manufacturing, processing, material storage, and waste material disposal areas at an industrial facility described by the TPDES Multi-Sector General Permit, TXR050000, or by another TCEQ or NPDES permit.

Industrial waste. Any waste resulting from any process of industry, manufacturing, trade or business, or from the development of any natural resources, or any mixture of the waste with water or domestic sewage that is distinct from normal domestic sewage.

Landfilling. The deposition of soil and other inert materials on the land to raise its grade and/or smooth its features.

MEP. Maximum Extent Practicable.

Motor vehicle fluid. Any fluid used in a motor vehicle.

Municipal Separate Storm Sewer System (MS4). A conveyance or system of conveyances including roads with drainage systems, municipal streets, pavement, catch basins, curbs, gutters, ditches, man-made channels, or storm drains and piping): (i) owned and operated by the United States, a state, city, town, county or other public body having jurisdiction over the disposal of sewage, industrial wastes, stormwater, or other wastes (ii) Designed or used for collecting or conveying stormwater; (iii) Which is not a combined sewer; and (iv) Which is not part of a publicly owned treatment works (POTW).

NPDES (National Pollutant Discharge Elimination System) General Permit for Stormwater Discharges Associated with Industrial Activity or Baseline Industrial General Permit. The Baseline Industrial General Permit issued by EPA

Stormwater Quality Provisions. The requirements found in Division 2, 3 or 4 of this article.

NPDES General Permit for Stormwater Discharges from Construction Sites or Construction General Permit. The Construction General Permit issued by EPA.

NPDES permit. A National Pollutant Discharge Elimination System permit issued by EPA or by the State under authority delegated by the EPA.

NPDES Stormwater Multi-Sector General Permit for Industrial Activities or Multi-Sector General Permit. The Multi-Sector General Permit for stormwater discharges associated with specified industrial activities issued by EPA.

Nonpoint source. Any source of any discharge of a pollutant that is not a "point source".

NOC (Notice of Change). The Notice of Change that is required by the Construction General Permit, the Multi-Sector General Permit or the Municipal Separate Storm Sewer General Permit.

NOI (Notice of Intent). The Notice of Intent that is required by the Construction General Permit, the Multi-Sector General Permit or the Municipal Separate Storm Sewer General Permit.

NOT Notice of Termination). The Notice of Termination that is required by the Construction General Permit, the Multi-Sector General Permit or the Municipal Separate Storm Sewer General Permit.

Oil. Any kind of oil in any form, including oil mixed with waste.

Operator. The person or persons associated with a large or small construction activity or an industrial activity that is either a primary or secondary operator.

Primary operator. The person or persons associated with a large or small construction activity that either has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or has the day-to-day operational control over those activities at a construction site that are necessary to ensure compliance with a stormwater pollution prevention plan (SWPPP) for the site or other permit conditions.

Secondary operator. The person whose operational control is limited to the employment of other operators or to the ability to approve or disapprove changes to plans and specifications. A secondary operator is also defined as a primary operator and must comply with the permit requirements for primary operators if there are no other operators at the construction site.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns.

Petroleum product. A product that is obtained from distilling and processing crude oil and that is capable of, but not limited to, being used as a fuel for the propulsion of a motor vehicle or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

Point source. Any discernible, confined, and discrete conveyance from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

Pollutant. Dredged spoil, sediment, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, chemical sludge, medical waste, biological materials, radioactive materials, hazardous waste, heat, wrecked or discarded equipment, rock, yard waste, animal waste, and industrial, municipal, and agricultural waste discharged into water, and any other similar material or substance characterized by state or federal law or EPA regulation as a pollutant.

Pollution. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the state or the waters of the U.S. that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Publicly owned treatment works (POTW). Any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes lift stations, sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant.

Qualified personnel. Persons who possess the appropriate competence, skills, and ability (as demonstrated by sufficient education, training, experience, and/or, when applicable, any required certification or licensing) to perform a specific activity in a timely and complete manner consistent with the applicable regulatory requirements and generally-accepted industry standards for such activity.

Release. Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing, directly or indirectly, into the MS4), surface water in the state or the waters of the U.S. This includes disposal to any surface where a pollutant or its residual, with surface water or stormwater or groundwater, may flow, wash or leach into the MS4.

Reportable quantity.

(a) For a hazardous substance, the quantity established and listed in Table 302.4 of 40 CFR Part 302; and

(b) For an extremely hazardous substance, the quantity established in 40 CFR Part 355 and listed in Appendix A thereto.

Sanitary sewage (or sewage). The domestic waste water and/or industrial waste that is discharged into and passes through the sanitary sewer system to the sewage treatment plant utilized by the city for treatment.

Sanitary sewer (or sewer). The system of pipes, conduits, and other conveyances

which carry industrial waste, domestic sewage, or a combination of both, , whether treated or untreated, to the sewage treatment plant utilized by the city and to which stormwater, surface water, and groundwater are not intentionally admitted.

Septic tank waste (or septage). Any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Site. The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

Solid waste. Any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including, solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations, and from community and institutional activities.

Spill. The accidental or intentional loss or unauthorized discharge of any waste or raw material.

Storm sewer or storm drain. A drainage system which carries stormwater and surface waters and drainage but excludes sewage and unpermitted industrial wastes and is not part of a publicly owned treatment works (POTW).

Stormwater. Precipitation, surface runoff, and drainage runoff that reaches the surface of the earth during a storm event.

Stormwater discharge associated with industrial activity. The discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is within one of the categories of facilities listed in 40 CFR § 122.26(b)(14), and which is not excluded from EPA's definition of the same term.

Stormwater pollution prevention plan (SWPPP). A plan which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity at the facility.

Solid or liquid substances. Substances which may cause obstruction to the flow in storm sewers or other interference with the proper operation of the stormwater system.

Surface water in the state. Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out of 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

TCEQ. Texas Commission on Environmental Quality.

To discharge. To deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit or suffer any of these acts or omissions.

TPDES (Texas Pollutant Discharge Elimination System) permit. A Texas Pollutant Discharge Elimination System permit issued by the State of Texas under authority from EPA that authorizes the discharge of pollutants to surface water in the state or the waters of the U.S.

Trap. A device designed to skim, settle, or otherwise remove oil, grease, sand,

flammable wastes or other harmful substances from discharges into the sanitary sewer system.

Used oil or used motor oil. Any oil that has been refined from crude oil or synthetic oil that, as a result of use, storage, or handling, has become unsuitable for its original purpose because of impurities or the loss of original properties but that may be suitable for further use and is recyclable in compliance with state and federal law.

Waste. Unwanted by-products, rejected, unutilized, or superfluous substances in liquid, gaseous or solid form resulting from domestic, agricultural or industrial activities.

Wastewater. Both liquid and water-carried pollutants from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, together with inflow/infiltration that may be present which are contributed to the POTW.

Water quality standard. The designation of a body segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state to be necessary to protect those uses.

Waters of the United States. All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "waters of the United States" at 40 CFR § 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

Watercourse. A natural or man-made channel in which a flow of water occurs, either continuously or intermittently.

Wetland. An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Yard waste. Leaves, grass clippings, yard and garden debris, and brush that results from landscaping maintenance and land-clearing operations.

Sec.11.03.013 General Prohibition

- (a) No person may dispose of, release, introduce or cause to be introduced into the MS4 a discharge that is not composed entirely of stormwater.
- (b) No person may connect a line conveying domestic wastewater, industrial wastewater or a combination of both to the MS4, or allow such a connection to continue.
- (c) No person may dispose of, deposit or allow accumulating wastewater, liquid waste or pollutants on public or private property.
- (d) The construction, connection, use, maintenance or continued existence of any illicit connection to the municipal stormwater drainage system is prohibited
- (e) The following non-stormwater discharges may be introduced into the MS4 without violation of Section 11.03.013(a)-(d) if the discharge is composed entirely of one or more of the following discharges:

1. Water line flushing (excluding discharges of hyper-chlorinated water, unless first dechlorinated and discharges are not expected to adversely affect aquatic life);
2. Runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
3. Discharges from potable water sources;
4. Diverted stream flows;
5. Rising ground waters and springs;
6. Uncontaminated ground water infiltration;
7. Uncontaminated pumped ground water;
8. Foundation and footing drains;
9. Air conditioning and compressor condensation;
10. Water from crawl space pumps;
11. Individual residential vehicle washing;
12. Flows from wetlands and riparian habitats;
13. Drainage from a private residential swimming pool containing no harmful quantities of chlorine or other chemicals;. Street wash water after all/visible debris and sediments have been removed and does not contain soap or other chemicals either added for cleaning or washed off the surface being cleaned;
14. Discharges or flows from emergency firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
15. Other allowable non-stormwater discharges listed in 40 CFR § 122.26(d)(2)(iv)(B)(1);
16. Non-stormwater discharges specifically listed in the TPDES Multi-Sector General Permit (MSGP) or the TPDES Construction General Permit (CGP); and
17. Other similar occasional incidental non-stormwater discharges, unless the TCEQ develops permits or regulations addressing these discharges.
18. Discharges that are authorized by a TPDES or NPDES permit or that are not required to be permitted

(f) No exception shall be available under subsection (e) if:

1. The discharge or flow in question has been determined by the Administrator to be a source of a pollutant or pollutants to the MS4, or to the surface water in the state or the waters of the U.S.;
2. Written notice of such determination has been provided to the discharger; and
3. The discharge has continued after the expiration of the time given in the notice to cease the discharge.

(g) If needed, the Administrator may request documentation or inspection from the discharger to prove the discharge was composed entirely of one or more of the categories listed in section (e).

(h) No person may dispose of, release, introduce or cause to be introduced into the MS4 any harmful quantity of a pollutant.

Sec. 11.03.014 Compliance Inspection; Right of Entry

- (a) The Administrator shall have the right to enter the premises subject to the stormwater quality provisions of this article to determine if the discharger is complying with all requirements of this chapter, and with any state or federal discharge permit, limitation, or requirement.
- (b) Dischargers must allow the Administrator ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, or for the performance of any additional duties and shall not knowingly obstruct or hinder the city in accessing the facility for these purposes.
- (c) Where a discharger has security measures in force that require proper identification and clearance before entry into its premises, the discharger must make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the Administrator will be permitted to enter for the purposes of performing his/her responsibilities.

Sec. 11.03.015 Administrative warrants

The Administrator may seek an administrative warrant from the proper judicial authority if they have been refused access to any part of the premises from which stormwater is discharged, and there is a need to inspect and/or sample as part of a routine inspection and sampling program of the city designed to verify compliance with this chapter or to protect the overall public health, safety, and welfare of the community.

Sec. 11.03.016 Inspection; Sampling; Monitoring

- (a) Lawful inspection and sampling shall include, but not be limited to:
 - (1) Access to applicable parts of a facility;
 - (2) Providing for the review and copying of all records that may indicate compliance with a SWPPP or other documents relating to this chapter, or the nature of substances used, stored or transported, and how they may be disposed of; and
 - (3) Allowing photographic and other recorded evidence, including analog and digital formats.
- (b) The Administrator may require any discharger to the MS4, surface water in the state, or the waters of the U.S. to conduct specified sampling, testing, analysis, or other monitoring of its stormwater discharges, or activities which may impact the discharges, and may specify the frequency and parameters of any such required monitoring.
- (c) The Administrator may require the discharger to install and maintain to the city's specifications monitoring equipment at the discharger's expense.
- (d) All devices used to measure stormwater flow and quality must be calibrated to ensure their accuracy. To assure the validity of required data

gathering, the Administrator may specify that approved components be used, such as, but not limited to, equipment, methodologies, quality control or services.

Sec. 11.03.017 Enforcement

- (a) The duties of the Administrator shall include the responsibility of ensuring that all facilities conform with the stormwater quality provisions of this article and to any other applicable state and federal laws, requirements and regulations of this Code of Ordinances.
- (b) The Administrator shall have the authority to adopt policies and procedures necessary to implement the stormwater quality provisions of this article. All policies or procedures that may impose more regulations must seek council approval.

Sec. 11.03.018 Violations.

- (a) It shall be unlawful for any person to violate or fail to comply with any of the stormwater quality provisions of this article.
- (b) Any person who has violated or continues to violate the stormwater quality provisions of this article, will be subject to citation in accordance with section 1.01.009 of this Code of Ordinances; the enforcement actions outlined in this article; or may be restrained by injunction or otherwise abated in any manner provided by law.

Sec. 11.03.019 Enforcement Process. The following actions may be used to enforce violations of the stormwater quality provisions of this article. The enforcement process followed will be determined by the circumstances surrounding the violation. There is no right to a progressive enforcement process.

- (a) When required by the Administrator, an explanation of the cause of the violation and a plan for the satisfactory correction and prevention of reoccurrence, including specific required actions, must be submitted by the discharger to the city. This response may be verbal, or if required, must be in writing, but within the time specified by the Administrator.
- (b) **Voluntary Compliance** - The Administrator may, at the Administrator's sole discretion, instruct an owner or operator of a facility that commits any acts prohibited by the stormwater quality provisions of this article to achieve voluntary compliance as determined by the Administrator. The Administrator will provide a reasonable amount of time, specific to the occurrence, to remedy the violation.

Sec. 11.03.020 Notice.

- (a) If the Administrator determines that there is any violation of the stormwater quality provisions of this article, notice of violation may be served upon the property owner or operator of record by registered or certified mail to the address of the property owner of record.

(b) A notice as required in this article is deemed properly served when it is delivered to the owner or operator, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the owner or operator.

(c) The notice shall specify the measures, as appropriate, required to come into full compliance with the stormwater quality provisions of this article and shall specify the time within which such measures shall be completed.

Sec. 11.03.021 Compliance Orders

(a) When the Administrator finds that any person has violated, or continues to violate, any stormwater quality provisions of this article, or any order issued hereunder, the Administrator may issue an order to the discharger directing that the discharger come into compliance within a specified time limit.

(b) Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the MS4, surface water in the state or the waters of the U.S.

(c) A compliance order may not extend the deadline for compliance established by a state or federal standard or requirement, nor does a compliance order relieve the person of liability for any violation, including any continuing violation.

Sec. 11.03.022 Cease and Desist Orders

(a) When the Administrator finds that any person has violated, or continues to violate, or threatens to violate any stormwater quality provisions of this article, or any order issued hereunder, or that the person's past violations are likely to recur, the Administrator may issue an order to the discharger directing the discharger to cease and desist all such violations and directing the discharger to:

(1) Immediately comply with all requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Sec. 11.03.023 Abatement/Remediation and Restoration

(a) When the Administrator finds that a person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, and that such violation has adversely affected the MS4, the surface water in the state, or the waters of the U.S., the Administrator may require the discharger to undertake and implement any appropriate action to abate and/or remediate any adverse effects of the violation upon the MS4, the surface water in the state, or the waters of the U.S., and/or to restore any part of the MS4, the surface water in the state, or the waters of the U.S.

- (b) Such abatement, remediation, or restoration action may include, but not be limited to: monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement, and/or restoration action; confinement, removal, cleanup, treatment, and disposal of any discharged or released pollution or contamination; prevention, minimization, and/or mitigation of any damage to the public health, welfare, or the environment that may result from the violation; restoration or replacement of any public or private property or natural resources damaged by the violation.
- (c) If no person is found to have caused the violation, the owner of any property where the violation occurred and consequent contamination, shall be the responsible person for the required abatement, cleanup, remediation and/or restoration.
- (d) The Administrator may, at its sole discretion, perform such abatement, cleanup, remediation or restoration the Administrator deems necessary, and collect from the responsible person all expenses incurred during such activities. Liens shall be filed in accordance with law to collect any delinquent reimbursements.
- (d) The Administrator may require that the abatement, remediation, and/or restoration be accomplished on a specified compliance schedule and/or be completed within a specified period of time.

Secs. 11.03.024 through 11.03.030 reserved.

DIVISION 3. ILLICIT DISCHARGE

Sec. 11.03.031 Reports of Stormwater Violations – Spills/Discharges

- (a) The operator and the owner of any commercial or industrial activity must accurately and completely report any spills, releases, illicit connections, or other instances where pollutants are discharged into the MS4, surface water in the state, or the waters of the U.S. and any other violation of the stormwater quality provisions of this article for which they are responsible to the COSA in accordance with the following:
 - (1) A hazardous, extremely hazardous and/or toxic material spill or release to any surface must be immediately reported to the city Stormwater Department and the appropriate county, state and federal agency and must address the substance and estimated quantity of the spill or release.
 - (2) Other instances where a pollutant is discharged into the MS4, surface water in the state, or the waters of the U.S. by spill, release, illicit connections or other means must be immediately reported to the city Stormwater Department. This includes but not limited an amount of any type of oil, used oil, motor fluid, or petroleum product, that either:
 - (A) Violates applicable water quality standards; or

(B) Causes a film or sheen upon, or discoloration of, the surface of the water or an adjoining shoreline, or causes a sludge or emulsion to be deposited beneath the surface of the water or upon an adjoining shoreline.

(3) Both the operator and the owner of any commercial or industrial activity, where a spill or a release of a hazardous/toxic material has occurred are responsible for proper notification of the incident.

(c) Within ten days after a reportable discharge under this section, the discharger must, unless expressly waived in writing by the Administrator Department, submit a written Post Incident report on a form provided by the city.

(d) The notifications required by this section do not relieve the discharger from any expense, loss, damage, or other liability that may be incurred as a result of the discharge, including any liability for damage to the city, to natural resources, or to any other person or property or any fine, penalty, or other liability that may be imposed under this chapter or under state or federal law.

Sec. 11.03.032 Cleanup

The owner or operator of any facility, vehicle, or other source responsible for a discharge described in Section 11.03.031 shall:

(1) Comply with all state, federal, and local law requiring cleanup, containment, and any other appropriate remedial action in response to the discharge; and

(2) Reimburse the city for any costs incurred by the city in responding to the discharge.

Sections 11.03.033 through 11.03.040 reserved.

DIVISION 4. CONSTRUCTION

Sec. 11.03.041 Specific Prohibitions and Requirements

(a) No person may dispose of, release, introduce or cause to be introduced into the MS4 any discharge that causes or contributes to the city to violate a water quality standard, or any state-issued discharge permit for discharges from its MS4.

(b) No person may dispose of, release, introduce or cause to be introduced into the MS4 a quantity of sediment, silt, earth, or other material associated with clearing, grading, excavation, landfilling, or other construction activities that could be retained on site or captured by implementing sediment and erosion control measures to the maximum extent practicable.

Sec. 11.03.042 Stormwater Discharges from Construction Activities

(a) All operators meeting the definition of a small or large construction site must comply with all terms and conditions of the TPDES construction general permit.

(b) All operators of construction sites, regardless of size or TPDES permit requirements, must use best management practices to control and reduce the discharge to the MS4 or to the surface water in the state or the waters of the U.S., of sediment, silt, earth, soil, and other material associated with clearing, grading, excavation, landfilling, and other construction activities to the maximum extent practicable.

(c) Construction activity shall be conducted in a manner to maximize use of vegetation and minimize soil loss through the following processes.

1. Ensuring that existing vegetation is preserved where feasible and that disturbed portions of the site are stabilized as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased;
2. Using structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from the site to the maximum extent practicable;
3. Minimization of the tracking of sediments off-site by vehicles and the escape of other windblown waste from the site;
4. Prevention of the discharge of building materials, including cement, lime, concrete, asphalt and mortar, to the MS4, surface water in the state or the waters of the U.S.;
5. Use of general good housekeeping measures to prevent and contain spills of paints, solvents, fuels, septic waste, or other hazardous chemicals and pollutants associated with construction, and to assure proper cleanup and disposal of any such spills in compliance with state, federal, and local requirements;
6. Implementation of proper waste disposal and waste management techniques, including covering waste materials, minimizing ground contact with hazardous chemicals and trash, and installing and maintaining covered receptacles for rubbish and garbage, as well as maintenance of roll off containers that cannot be covered, to assure that such waste materials are not blown or carried by rainfall runoff from the site;
7. Timely maintenance of vegetation, erosion and sediment control measures, and other best management practices to maintain them in good and effective operating condition; and
8. Install and ensure future maintenance of structural measures during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed.
9. Install and ensure future maintenance of stormwater management

measures prior to final stabilization of the site, unless the area is disturbed by new owners or responsibility for the measures is transferred to the new owners.

Sec. 11.03.043 Development Site

Off-site borrow areas, spoil areas and construction staging areas shall be considered as part of the development site and shall be subject to the requirements of the stormwater quality provisions of this article.

Sec. 11.03.044 Installation of Stormwater Pollution Prevention Elements and BMP

- (a) Stormwater pollution prevention elements and best management practices must be installed prior to the start of construction activity in accordance with applicable TCEQ stormwater general permit requirements.
- (b) For non-TCEQ regulated construction activities, controls must be installed prior to construction activity.

Sec. 11.03.045 Construction Site Inspection

- (a) Qualified personnel, employed by the operator, must inspect TPDES or NPDES permitted construction sites for stormwater discharges or failures or absences of SWPPP requirements as stated in the TPDES Construction General Permit.
- (b) Any failures, absences, or discharges identified must be remedied as soon as possible, not later than 24 hours after the identifying inspection.
- (c) Documentation of all inspections and remedies must be available for review by Administrator at any point during construction.

Sec. 11.03.046 Responsibility of owner

Any owner of a site of construction activity, whether or not he/she is an operator, is jointly and severally responsible for compliance with the stormwater quality provisions in this article.

Sec. 11.03.047 Contractor and Subcontractor Responsibility

Any contractor or subcontractor on a site of construction activity, who is not an owner or operator, but who is responsible under his/her contract or subcontract for implementing any portion of the approved SWPPP, is jointly and severally responsible for any failure on his/her part to adequately implement that control measure.

Sec. 11.03.048 Land Disturbances One Acre or Greater.

All operators of sites of construction activity, including clearing, grading, excavation, demolitions, and landfiling activities, that result in the disturbance of one or more acres of total land area, or that are part of a larger common plan of development or

sale within which one or more acres of total land area are disturbed, and who are required to obtain a TPDES permit for stormwater discharges associated with construction activity, must comply with the following additional requirements:

- (a) Must obtain coverage for stormwater discharges from a construction site under the current TPDES general construction permit.
- (b). Must post a signed copy of its construction site notice (CSN) on the construction site prior to the commencement of construction activities in a location where it is safely and readily available for viewing by the general public, local, state, and federal authorities.
- (c). For small construction sites, a signed copy of the CSN from all operators must be submitted to the Administrator at least two days prior to the commencement of construction activities.
- (d) For large construction sites, a signed copy of the NOI and CSN from all operators must be submitted to the Administrator seven days prior to the commencement of construction activities.
- (e) A stormwater pollution prevention plan (SWPPP) must be prepared and implemented in accordance with the requirements of the TPDES permit issued for stormwater discharges from the construction site, and in accordance with any additional requirements imposed by or under this ordinance and any other city ordinance.

Sec. 11.03.049 Development Compliance.

- a. When construction or land-disturbing activities are conducted as part of a subdivision or development, erosion control shall be established.
- b. Phased occupancy shall be allowed only when there are no outstanding stormwater pollution prevention violations for the development for which the request is made.
- c. If the developer sells all of the lots in a subdivision to one purchaser, that purchaser becomes the developer for the subdivision and is liable for violations of this article.

Sec. 11.03.050 Stormwater Pollution Prevention Plan (SWPPP)

- (a) The SWPPP must be completed and implemented prior to the beginning of construction activities.
- (b) The SWPPP must be updated and modified as required by the TPDES permit or in the following instances:
 - 1. When there is a change in design, construction, operation, or maintenance which has a significant effect on the potential for the discharge of pollutants to the MS4, or surface water in the state, or the waters of the U.S.
 - 2. If the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants, or in achieving the general objective of controlling pollutants in stormwater discharges associated with construction activity.
- (c) The operator must submit a copy of the appropriate construction site

notice for a large or small construction and a copy of the Notice of Intent (if applicable).

(d) All operators identified in the SWPPP must sign a copy of the certification statement listed in the TPDES Construction General Permit before conducting any professional service identified in the SWPPP. The certification must include:

1. The name and title of the person providing the signature;
2. The name, address, and telephone number of the contracting firm;
3. the address (or other identifying description) of the site; and
4. the date the certification is made.

(e) The SWPPP and the certifications of all operators required by this Section with any modifications attached, must be retained on-site at the construction site or, if the site is inactive or does not have an on-site location to store the plan a notice must be posted describing the location of the SWPPP

(f) The SWPPP must be made readily available at the time of an on-site inspection to a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans; local government officials including the Administrator; and the operator of a municipal separate storm sewer receiving discharges from the site.

(g) If the SWPPP is retained off-site, then it shall be made available as soon as reasonably possible. In most instances, it is reasonable that the SWPPP shall be made available within 24 hours of the request.

(h) Qualified personnel, provided by the operator, must inspect at the chosen frequency per the TPDES Construction General Permit.

(i) All protective measures in the SWPPP must be maintained in effective operating condition.

(j) If the operator determines that BMPs are not operating effectively, then the operator shall perform maintenance as necessary to maintain the continued effectiveness of stormwater controls, prior to the next rain event if feasible. If maintenance prior to the next anticipated rain event is impracticable, the reason shall be documented in the SWPPP and maintenance must be scheduled and accomplished as soon as practicable, but in no case later than seven calendar days following the inspection.

(k) Erosion and sediment controls that have been intentionally disabled, run over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery

(l) A report summarizing the scope of any inspection required by this section must be made and retained as part of the SWPPP. The report must contain at a minimum the following;

1. The name(s) and qualifications of personnel making the inspection;
2. The date(s) of the inspection;
3. Major observations relating to the implementation of the SWPPP;
4. Actions taken in accordance with appropriate plan revisions.
5. Identification of any incidence of noncompliance; or if the report

does not identify any incidence of noncompliance, the report must contain a certification that the facility is in compliance with the SWPPP, the TPDES permit, and this ordinance.

6. Signed by the person responsible for making it.

(m) A copy of the CSN or NOT as required by the TPDES must be submitted to the city:

1. When a site has been finally stabilized and all stormwater discharges from construction activities that are authorized by this ordinance and by the TPDES permit are eliminated; or
2. When the operator of all stormwater discharges from the construction site changes.

Sec. 11.03.051 Post-Construction Requirements

- a. The owner or operator must ensure all temporary control measures for erosion control or other BMPs are removed once final stabilization has been achieved.
- b. The developer for a subdivision shall continue to maintain all temporary stormwater pollution prevention devices until permanent erosion control has been established on all those lots within the subdivision for which a building permit has not been issued and at least 70 percent of the native background vegetative cover in unpaved areas, as determined by the Administrator, has been achieved.
- c. The owner or operator must ensure the long-term operation and maintenance of post-construction stormwater runoff control mechanisms, including but not limited to detention and retention basins, dry wells, and other measures.
- d. In addition to the other requirements of this article, when construction or land-disturbing activities are conducted as part of a development, the following shall apply:

1. Final acceptance.
 - (A) Permanent stormwater pollution prevention devices and, when applicable, temporary stormwater pollution prevention devices, as specified in the approved stormwater pollution prevention plan, shall be installed and maintained prior to final acceptance of a subdivision.
 - (B) The developer for such subdivision shall continue to maintain all temporary stormwater pollution prevention devices until permanent erosion control has been established on all those lots within the subdivision for which a building permit has not been issued and at least 70 percent of the native background vegetative cover in unpaved areas has not been established.

Sec. 11.03.052 Enforcement of SWPPP. In addition to the enforcement activities

found in Section 11.03.017 of this article, the following actions may be taken by the Administrator to ensure SWPPP compliance.

- (a) The Administrator may notify the operator at any time that the SWPPP does not meet the requirements of the TPDES permit issued for stormwater discharges from the construction site, or any additional requirement imposed by or under this ordinance.
- (b) Such notification must identify those provisions of the permit or ordinance which are not being met by the SWPPP and identify which provisions of the SWPPP require modifications in order to meet such requirements.
- (c) Within seven calendar days of such notification from the Administrator, the operator must make the required changes to the SWPPP and submit to the Administrator a written certification that the requested modifications have been made.
- (d) If upon the Administrator's review of the SWPPP (or any modification to the SWPPP) and any site inspection that the Administrator may conduct, the Administrator determines that the SWPPP does not comply with the requirements of the TPDES permit issued for stormwater discharge from the construction site, or any additional requirement imposed by or under this ordinance, or it is not being fully implemented, the Administrator may issue a stop work order prohibiting the commencement or the continuation of any construction activity at the site.

Sec. 11.03.053 Denial of City Permit Approval

Upon review of the SWPPP and any site inspection that is conducted, the Administrator may deny approval of any building permit, grading permit, or any other city approval necessary to commence or continue construction, or to assume occupancy, on the grounds that the SWPPP and site does not comply with:

- a. The SWPPP and/or site does not comply with regulations listed in the TPDES Construction General Permit
- b. The site contains violations assessed are not remedied within the enforcement process and lead to a stop work order;
- c. The site contains any activity that may be deemed as an imminent public health or environmental concern; or
- d. Certification of final stabilization has not been filed or the Administrator has not determined, following any appropriate inspection, that final stabilization has in fact occurred, that any required permanent structural controls have been completed and all temporary controls have been removed.

Sec. 11.03.054 SWPPP Abatement

- a. If a violation is not resolved within the designated cure period, the Administrator may, at his or her sole discretion, cause stormwater pollution prevention devices to be installed or repaired, or sediment to be removed, or take other actions necessary to correct the problem.
- b. Costs for such work, an administration fee, and re-inspection fees shall be

charged to the developer. Stop work orders may be issued until the total amount of charges is paid by the developer and a lien may be placed on the property in accordance with law.

Sec. 11.03.056 through 11.03.060 reserved.”

3) THAT, Chapter 12, Article 12.05, Section 12.05.009 of the Code of Ordinances, City of San Angelo, Texas, is hereby deleted.

4) THAT, Appendix A, Article A2.000 of the Code of Ordinances, City of San Angelo, Texas, are hereby amended by the addition of the following:

“ Sec. A2.018 Stormwater Quality Re-inspection Fee

The fee for re-inspections for violations of stormwater quality control provisions shall be \$75.00.”

5) THAT all remaining provisions not amended by this ordinance remain in full force and effect.

6) THAT, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

7) THAT, this Ordinance shall be effective on, from and after the date of its passage and publication as required by law.

INTRODUCED on the ____ day of _____, 2018, and finally PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2017.

CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, Interim City Clerk

Approved as to Form:

Theresa James

City Attorney

City of San Angelo

Illicit Discharge Detection and Elimination

Illicit Discharge Policy



Prepared By:

The Department of Public Works

Engineering Services Division

August 2016 – revised Nov. 2018

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Land Use By Sector	Generating Sites	Discharge Activities
Residential	Apartments Multi-family Single family	Driveway cleaning Dumping/spills Equipment wash-downs Lawn/landscape watering Septic system maintenance Swimming pool discharges Construction Debris
Commercial	Campgrounds/RV parks Car dealers/ car rentals Car washes Commercial laundry/dry cleaning Gas stations/auto repair Marinas Nurseries and garden centers Oil change shops Restaurants Swimming pools	Building/parking lot maintenance (power washing) Dumping/spills Landscaping/grounds care Outdoor material storage Vehicle fueling/washing Vehicle maintenance/repair Grease trap/equipment Cleaning Construction Debris
Industrial	Auto recyclers/scrap yards Beverage makers and breweries Construction vehicle washouts Distribution centers Food processing Garbage truck washouts Boat building and repair Metal plating operations Paper and wood products Petroleum storage Printing	All commercial activities Industrial process water or rinse water Loading and unloading area wash-downs Outdoor material storage
Institutional	Cemeteries Churches Corporate campuses Hospitals Schools and Universities	Building/parking lot maintenance (power washing) Dumping/spills Landscaping/grounds care Vehicle washing
Municipal	Airports Animal shelters Landfills Maintenance depots Municipal fleet storage areas Public works yards Streets and highways	Building/parking lot maintenance (power washing) Dumping/spills Landscaping/grounds care ☐ Outdoor materials storage ☐ Road maintenance ☐ Spill prevention/response ☐ Vehicle fueling/washing ☐ Vehicle maintenance/repair

Section 1 Physical Indicators

Physical indicators are those that can be observed or sensed during dry weather field screenings and routine inspections. They can include the presence of unusual flow, color, odor, turbidity, and floatable liquids and solids.

1.1 Flow

- A) Record whether there is a presence or absence of flow at the site.
- Note: to measure flow, mark off a fixed flow length (about five feet) and drop a floatable object (i.e., stick, ping-pong ball, or cork) into the flow. Record the time it takes the object to travel the fixed length then calculate velocity (feet per second or ft/s).

1.2 Color

- A) Collect a sample of the discharge in a clear test tube or sampling bottle.
- Note: do not try to assess water color by looking directly into the waterway. Water depth, substrate composition, aquatic plants, and sky conditions can all influence the perception of the water color.

	Color	Possible Sources
1	Tan to light brown	Suspended sediments Runoff from construction, roads, agriculture/range land Soil erosion caused by removal of vegetation
2	Pea green, bright green, yellow, brown, blue green	Algae or algae bloom Sewage, fertilizer runoff, vehicle wash water
3	Tea/coffee	Decaying organic matter
4	Milky white	Paint, lime, milk, grease, concrete, swimming filter pool backwash
5	Milky or dirty dishwater gray	Gray water or wastewater, musty odor
6	Milky gray-black	Raw sewage
7	Clear black	Oxygen depleted water or sulfuric acid spill
8	Dark red, purple, blue, black	Dyes, inks from paper
9	Orange-red	Leachate from iron deposits, possible deposits associated with oil well operations
10	White with deposits	Salt deposits from low rainfall, or possible brine water discharge

1.3 Odor

- A) Fill sample bottle at least halfway with sample water and hold about six inches away from your nose. Use your free hand to fan the scent to your nose.
- Note: never inhale the air directly off the top of a sample as many potential contaminants are harmful to nasal membranes and lung tissue. Make sure that the origin of the odor is at the outfall. Sometimes shrubs, trash, or even spray paint used to mark the outfalls can confuse the nose.

	Odor	General Causes
1	Rotten eggs	Raw sewage, decomposing organic matter, low oxygen levels
2	Chlorine	Wastewater treatment plant discharges, swimming pool overflow, certain industrial discharges
3	Sharp and pungent	Chemicals or pesticides
4	Musty	Raw sewage, livestock waste
5	Gasoline	Commercial wash water, wastewater
6	Fruity	Commercial wash water, wastewater

1.4 Turbidity

- A) If highly turbid (cloudy) water is observed, make sure to look upstream and downstream to see if anything around the site has changed since the last field inspection. An illicit discharge may be present if a highly turbid flow exists.
1. Note: to measure turbidity, collect a water sample and use a turbidity meter, or turbidity comparator in the field sampling kit.
- B) Sewage, Sheens and Surface Scum: Contaminated flows may contain floatable solids or liquids. Sewage, oil sheen, and suds/foam are examples of floatable indicators. Trash and debris are not generally indicators of illicit flow.
- i. Sheens can be natural or synthetic; oil sheens are often mistaken for a natural sheen
 - ii. Sheen from bacteria forms like a sheet and will break if disturbed
 - iii. Suds should be inspected based on the thickness of foam and inability to dissipate quickly
 - iv. Suds that travel several feet should be considered a possible illicit discharge
 - v. Some foam and suds may give off an odor
 - vi. Strong sewage-like odor can indicate a sanitary sewer leak or overflow
 - vii. Fragrant smelling odors can indicate the presence of laundry water or other wash waters

1.5 Outfall Condition

- A) The physical condition of an outfall can provide clues about the history of discharges passing through. Over time, intermittent discharges can cause outfall damage or leave behind remnants in the form of deposits or stains. This could help the inspector determine what type of discharge traveled through the area. Field inspectors should document that a deposit or stain is present, at all times.

Condition	Things to Consider
Structural Damage	Cracked concrete or peeling surface paint at an outfall can be indicative of the presence of contaminated discharges These possible contaminants could be acidic or basic and could originate from industrial processes
Deposits and Stains	Staining may be any color but it will be different from the outfall Residues may contain fragments of floatable substances Gray-white deposits can be from illegal dumping of concrete truck wash outs Crystalline powder can indicate the discharge of fertilizer wastes

Section 2 Biological Indicators

Biological indicators include things that live and grow. The biological indicators that should be investigated during a field inspection are: the condition of the surrounding vegetation, algae growth, amount and types of bacteria, fish kills, and the presence or absence of certain aquatic organisms.

2.1 Vegetation

- A) Seasonal and recent weather conditions should be considered to accurately determine if the vegetation near an outfall is normal or abnormal. Increased or inhibited plant growth, as well as dead or decaying plants, near outfalls is often a sign of pollution

2.2 Algae

- A) Overabundance of nutrients can cause algae blooms. Algae blooms typically cause the water body to become light green in color.

2.3 Bacteria

- A) Bacterial can be associated with inadequately treated sewage, sanitary sewer overflows, improperly managed waste from livestock, failing septic systems and other causes. Some types of bacteria can be visible, but most are determined via laboratory testing.

2.4 Fish Kills

- A) Fish kills can be caused by various factors included a decrease in dissolved oxygen, infectious disease, high water temperatures, serious algae blooms, and biological issues.

2.5 Presence or Absence of Aquatic Life

- A) A presence or absence of aquatic life in and around a water body can be an indicator of the health of the water body. Field inspectors should document whether or not they observe aquatic life at the time of the inspection.

Section 3 Chemical Indicators

If inspection gets to the point of needing chemical analysis, inspectors will coordinate with the City's Water Quality Lab for sampling and analysis.

3.1 Water Temperature

Although not purely chemical, temperature is probably one of the more important parameters to consider.

- A) Unusual temperature variations can indicate thermal pollution introduced by illegal discharges
- B) Household and commercial sewage discharges tend to have warm temperatures year-round
- C) Sanitary wastewater and industrial cooling water can substantially influence outfall discharge temperatures.

3.2 Chemical Parameters and Tiered Approach

- A) When conditions warrant, parameter testing should be used regularly. Parameter measurements at or above recommended levels should be further investigated. The levels of concern listed below are to be used ONLY as a guide.

Tier I Parameters	Potential Sources	Suggested level of concern
Ammonia-Nitrogen	Animal and plant proteins, sanitary wastewater, raw or partially treated sewage, chemical industries, pesticides and fertilizer	1.0 mg/L
Chlorine	Potable water sources, and treatment used in the wastewater treatment process	0.2 mg/L
Copper	Electrical component manufacturer, brass products	0.2 mg/L
Detergent	Can indicate a discharge from car wash water or laundry	0.2 mg/L
pH	Extreme pH values may indicate commercial or industrial flows	Below 6.0 su or above 9.0 su

- B) Tier II parameters will not typically need to be tested unless there is an obvious reason to do so. If samples need to be collected, inspectors need to correspond with the City's Water Quality lab.

Tier II Parameters	Potential Sources	Level of Concern
Bacteria (Fecal coliform and E. coli)*	Direct discharge from human and other warm blooded animals	400 col/100mL – Fecal coliform 394 col/100mL – E. coli
Dissolved Oxygen (DO)*	Low DO can indicate a sewage issue or excessive nutrient load; as water temperature increases, DO generally decreases	Exceptional - 4.0 mg/L High/Intermediate – 3.0 mg/L Limited – 2.0 mg/L Minimal – 1.5 mg/L
Fluoride	Potable water sources	0.5 mg/L
Lead	Construction material for tank linings, piping and other equipment for corrosive gasses and liquids	0.1 mg/L
Nickel	Stainless steel and other alloys	0.2 mg/L
Nitrogen/Nitrates/Nitrites	Runoff from heavily fertilized areas can elevate nitrate levels; Nitrites are used in food as a preservative and can be used as a corrosion inhibitor in industrial process and cooling water	1.0 mg/L
Phosphates	Fertilizer and industrial waste	0.5 mg/L

*Bacteria and DO levels from the Texas Commission on Environmental Quality's 2010 *Draft Guidance for Reporting and Assessing Surface Water Quality in Texas*.

AN ORDINANCE OF SAN ANGELO TEXAS AMENDING CHAPTER 11, "UTILITIES", ARTICLE 11.03 "MUNICIPAL DRAINAGE UTILITY SYSTEM" OF THE CODE OF ORDINANCES; ADDING STORMWATER QUALITY PROVISIONS TO ARTICLE 11.03; DELETING CHAPTER 12 "PLANNING AND DEVELOPMENT", ARTICLE 12.05 "DESIGN OF LOCAL DRAINAGE SYSTEMS" SECTION 12.05.009 "STORMWATER POLLUTION PREVENTION REQUIREMENTS FOR CONSTRUCTION ACTIVITY"; ADDING APPENDIX A "FEE SCHEDULE", ARTICLE A2.00 "BUILDING AND CONSTRUCTION RELATED FEES", SECTION a2.018 STORMWATER QUALITY REINSPECTION FEE", PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Chapter 11, Article 11.03, Sections 11.03.001 through 11.03.008 of the Code of Ordinances, City of San Angelo, Texas, are hereby amended as follows:

"ARTICLE 11.03 STORMWATER

DIVISION 1. CREATION OF STORMWATER DRAINAGE UTILITY

Sec. 11.03.001 Adoption of act

The Municipal Drainage Utility Systems Act, chapter 552, subchapter C, Texas Local Government Code, as amended ("Act"), is hereby adopted and shall be fully implemented as provided by the Act and by the city council, and the drainage of the city is hereby found to be a public utility within the meaning of the Act.

Sec. 11.03.002 Drainage service provided

The city will provide stormwater drainage for all real property within its boundaries upon payment of the determined drainage charges excluding certain exempted real property. The fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms.

Sec. 11.03.003 Authority to levy charges; Schedule

- a) The city may adopt and levy a schedule of drainage charges upon satisfaction of the procedural requirements as provided in the Act. The fees, assessments, and the charges will be based on nondiscriminatory, reasonable, and equitable terms.
- b) The city shall not require a deposit for drainage charges as a precondition to accepting surface flow into the city's stormwater drainage utility.
- c) The adopted drainage fees will be collected through the city's bill for water utilities and will apply to the accounts maintained by the city for utility services.
- d) The stormwater drainage utility fee shall be separately identified from other public utility billings.

Sec. 11.03.004 Appeals

- (a) Appeals for the following reasons shall be directed to the stormwater drainage utility manager or designee for evaluation and determination:

1. Exempt property has been assessed a stormwater drainage utility fee;
 2. The stormwater drainage utility fee for an individual property is based on an incorrect determination of the property's contribution to the stormwater drainage system, as established in the municipal drainage utility fee schedule;
 3. The stormwater drainage utility fee for an individual property is assessed on more than one utility account; or
 4. The stormwater drainage utility fee is assessed to individual property outside the city's jurisdictional area.
- (b) The stormwater drainage utility manager or his designee shall render a written decision on such appeals within thirty (30) days after receiving a written notice of appeal from the landowner.
- (c) Any landowner who disagrees with the decision of the stormwater drainage utility manager or his designee may appeal such decision to the city council. The decision of the city council shall be final.

Sec. 11.03.005 Penalties

Failure to pay the stormwater drainage utility fee promptly when due shall subject such user to discontinuance of any utility services provided by the city, in accordance with all applicable laws.

Sec. 11.03.006 through 11.03.010 reserved."

2) THAT, Chapter 11, Article 11.03, is further amended by the addition of the following:

"DIVISION 2. GENERAL – STORMWATER QUALITY

Sec. 11.03.011 Authority. The City engineer or designee shall have the authority to administer stormwater quality provisions of this Article.

Sec. 11.03.012 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Administrator. The city engineer or designee.

Animal waste. Any animal manure, litter or bedding; water that has contacted animal manure, litter, or bedding; water from washing, flushing, or cleaning animal pens; and liquid or solid waste from facilities such as pens used at kennels, animal hospitals, poultry processing facilities, dairies, or rendering plants.

BMP (Best Management Practice). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of surface water in the state or the waters of the U.S.

CFR (Code of Federal Regulations). The Code of Federal Regulations, as

periodically amended.

Commencement of construction. The initial disturbance of soils associated with clearing, grading, excavating, landfilling, and other construction activities.

Commercial. Pertaining to any business, trade, industry, or other activity engaged in for profit.

Commercial cosmetic cleaning. Commercial power washing, steam cleaning, and any other cosmetic cleaning operations of vehicles, parking lots, buildings, and other exterior surfaces.

Common plan of development. A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities.

Construction Activity. Includes soil disturbance activities, including clearing, grading, excavating, construction-related activity and construction support activity. This does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site.

Small Construction. Construction activities which disturb at least 1 but less than 5 acres, or are part of a larger common plan of development that will disturb at least 1 but less than 5 acres.

Large Construction. Construction activities which disturb 5 or more acres, or are part of a larger common plan of development that will disturb 5 or more acres.

Construction Support Activity. A construction-related activity that specifically supports construction activity, which can involve earth disturbance or pollutant-generating activities of its own.

Contaminated. Containing a harmful quantity of a pollutant.

Discharge. Any addition, introduction, release, or flow of any pollutant, stormwater, or other substance, whether separate or mixed, into the municipal separate storm sewer system (MS4), surface water in the state or the waters of the U.S.

Discharger. Any person who causes, allows, permits, or suffers, or is otherwise responsible for, a discharge, spill or release, including, without limitation, any operator of a construction site or industrial facility.

Disposal, dispose of. The discharge, deposit, release, injection, dumping, spilling, leaking, or placing of any waste.

Domestic sewage. Any human excrement, gray water, other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveniences of dwellings, office buildings, factories, and institutions, that is free from industrial waste.

Environmental Protection Agency or EPA. The United States Environmental Protection Agency, and any duly authorized agency or official of the EPA.

Extremely hazardous substance. Any substance listed in the appendices to 40 CFR Part 355, Emergency Planning and Notification

Facility. Any building, structure, installation, equipment, vehicle, vessel, or other property, real or personal.

Final stabilization. The status when all soil disturbing activities at a site have been completed, and a uniform perennial vegetative cover, with an established density of 70 percent of the original cover for unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures have been employed. For construction activities on land used for agricultural purposes final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use.

Garbage. Putrescible animal and vegetable waste and residue from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

Grease trap. A receptacle designed and constructed to intercept and prevent the passage of greasy, fatty liquid, semi liquid, and/or solid wastes into the sanitary sewer system to which the receptacle is directly or indirectly connected.

Grit trap. A receptacle designed and constructed to intercept and prevent the passage of petroleum-based products, used oils, flammable substances, vehicle grease wastes and solids such as sand and grit into the sanitary sewer system, to which the receptacle is directly or indirectly connected.

Harmful quantity. The amount of any substance that will cause pollution in the municipal separate storm sewer system, surface water in the state or the waters of the U.S.

Hazardous substance. Any substance listed in Table 302.4 of 40 CFR Part 302.

Hazardous waste. Any liquid, semi liquid or solid waste (or combination of wastes), which because of its quantity, concentration, physical, chemical or infectious characteristics may:

- (a) Have any of the following characteristics: Toxic, corrosive, an irritant, a strong sensitizer, flammable or combustible, explosive, or otherwise capable of causing substantial personal injury or illness.
- (b) Pose a substantial hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed, and is identified or listed as a hazardous waste as defined by the Texas Solid Waste Disposal Act or defined under 40 CFR Part 261.3.

Illicit discharge. Any discharge to a municipal separate storm sewer that is not entirely composed of stormwater, except those discharges that are allowed under this chapter, or pursuant to a separate authorization from the state or EPA.

Industrial activity. Manufacturing, processing, material storage, and waste material disposal areas at an industrial facility described by the TPDES Multi-Sector General Permit, TXR050000, or by another TCEQ or NPDES permit.

Industrial waste. Any waste resulting from any process of industry, manufacturing, trade or business, or from the development of any natural resources, or any mixture of the waste with water or domestic sewage that is distinct from normal domestic sewage.

Landfilling. The deposition of soil and other inert materials on the land to raise its grade and/or smooth its features.

MEP. Maximum Extent Practicable.

Motor vehicle fluid. Any fluid used in a motor vehicle.

Municipal Separate Storm Sewer System (MS4). A conveyance or system of conveyances including roads with drainage systems, municipal streets, pavement, catch basins, curbs, gutters, ditches, man-made channels, or storm drains and piping): (i) owned and operated by the United States, a state, city, town, county or other public body having jurisdiction over the disposal of sewage, industrial wastes, stormwater, or other wastes (ii) Designed or used for collecting or conveying stormwater; (iii) Which is not a combined sewer; and (iv) Which is not part of a publicly owned treatment works (POTW).

NPDES (National Pollutant Discharge Elimination System) General Permit for Stormwater Discharges Associated with Industrial Activity or Baseline Industrial General Permit. The Baseline Industrial General Permit issued by EPA

Stormwater Quality Provisions. The requirements found in Division 2, 3 or 4 of this article.

NPDES General Permit for Stormwater Discharges from Construction Sites or Construction General Permit. The Construction General Permit issued by EPA.

NPDES permit. A National Pollutant Discharge Elimination System permit issued by EPA or by the State under authority delegated by the EPA.

NPDES Stormwater Multi-Sector General Permit for Industrial Activities or Multi-Sector General Permit. The Multi-Sector General Permit for stormwater discharges associated with specified industrial activities issued by EPA.

Nonpoint source. Any source of any discharge of a pollutant that is not a "point source".

NOC (Notice of Change). The Notice of Change that is required by the Construction General Permit, the Multi-Sector General Permit or the Municipal Separate Storm Sewer General Permit.

NOI (Notice of Intent). The Notice of Intent that is required by the Construction General Permit, the Multi-Sector General Permit or the Municipal Separate Storm Sewer General Permit.

NOT Notice of Termination). The Notice of Termination that is required by the Construction General Permit, the Multi-Sector General Permit or the Municipal Separate Storm Sewer General Permit.

Oil. Any kind of oil in any form, including oil mixed with waste.

Operator. The person or persons associated with a large or small construction activity or an industrial activity that is either a primary or secondary operator.

Primary operator. The person or persons associated with a large or small construction activity that either has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or has the day-to-day operational control over those activities at a construction site that are necessary to ensure compliance with a stormwater pollution prevention plan (SWPPP) for the site or other permit conditions.

Secondary operator. The person whose operational control is limited to the employment of other operators or to the ability to approve or disapprove changes to plans and specifications. A secondary operator is also defined as a primary operator and must comply with the permit requirements for primary operators if there are no other operators at the construction site.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns.

Petroleum product. A product that is obtained from distilling and processing crude oil and that is capable of, but not limited to, being used as a fuel for the propulsion of a motor vehicle or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

Point source. Any discernible, confined, and discrete conveyance from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

Pollutant. Dredged spoil, sediment, solid waste, incinerator residue, sewage,

garbage, sewage sludge, munitions, chemical waste, chemical sludge, medical waste, biological materials, radioactive materials, hazardous waste, heat, wrecked or discarded equipment, rock, yard waste, animal waste, and industrial, municipal, and agricultural waste discharged into water, and any other similar material or substance characterized by state or federal law or EPA regulation as a pollutant.

Pollution. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the state or the waters of the U.S. that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Publicly owned treatment works (POTW). Any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes lift stations, sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant.

Qualified personnel. Persons who possess the appropriate competence, skills, and ability (as demonstrated by sufficient education, training, experience, and/or, when applicable, any required certification or licensing) to perform a specific activity in a timely and complete manner consistent with the applicable regulatory requirements and generally-accepted industry standards for such activity.

Release. Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing, directly or indirectly, into the MS4), surface water in the state or the waters of the U.S. This includes disposal to any surface where a pollutant or its residual, with surface water or stormwater or groundwater, may flow, wash or leach into the MS4.

Reportable quantity.

(a) For a hazardous substance, the quantity established and listed in Table 302.4 of 40 CFR Part 302; and

(b) For an extremely hazardous substance, the quantity established in 40 CFR Part 355 and listed in Appendix A thereto.

Sanitary sewage (or sewage). The domestic waste water and/or industrial waste that is discharged into and passes through the sanitary sewer system to the sewage treatment plant utilized by the city for treatment.

Sanitary sewer (or sewer). The system of pipes, conduits, and other conveyances which carry industrial waste, domestic sewage, or a combination of both, , whether treated or untreated, to the sewage treatment plant utilized by the city and to which stormwater, surface water, and groundwater are not intentionally admitted.

Septic tank waste (or septage). Any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Site. The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

Solid waste. Any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including, solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations, and from community and institutional activities.

Spill. The accidental or intentional loss or unauthorized discharge of any waste or raw material.

Storm sewer or storm drain. A drainage system which carries stormwater and surface waters and drainage but excludes sewage and unpermitted industrial wastes and is

not part of a publicly owned treatment works (POTW).

Stormwater. Precipitation, surface runoff, and drainage runoff that reaches the surface of the earth during a storm event.

Stormwater discharge associated with industrial activity. The discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is within one of the categories of facilities listed in 40 CFR § 122.26(b)(14), and which is not excluded from EPA's definition of the same term.

Stormwater pollution prevention plan (SWPPP). A plan which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity at the facility.

Solid or liquid substances. Substances which may cause obstruction to the flow in storm sewers or other interference with the proper operation of the stormwater system.

Surface water in the state. Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out of 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

TCEQ. Texas Commission on Environmental Quality.

To discharge. To deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit or suffer any of these acts or omissions.

TPDES (Texas Pollutant Discharge Elimination System) permit. A Texas Pollutant Discharge Elimination System permit issued by the State of Texas under authority from EPA that authorizes the discharge of pollutants to surface water in the state or the waters of the U.S.

Trap. A device designed to skim, settle, or otherwise remove oil, grease, sand, flammable wastes or other harmful substances from discharges into the sanitary sewer system.

Used oil or used motor oil. Any oil that has been refined from crude oil or synthetic oil that, as a result of use, storage, or handling, has become unsuitable for its original purpose because of impurities or the loss of original properties but that may be suitable for further use and is recyclable in compliance with state and federal law.

Waste. Unwanted by-products, rejected, unutilized, or superfluous substances in liquid, gaseous or solid form resulting from domestic, agricultural or industrial activities.

Wastewater. Both liquid and water-carried pollutants from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, together with inflow/infiltration that may be present which are contributed to the POTW.

Water quality standard. The designation of a body segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state to be necessary to protect those uses.

Waters of the United States. All waters which are currently used, were used in the

past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "waters of the United States" at 40 CFR § 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

Watercourse. A natural or man-made channel in which a flow of water occurs, either continuously or intermittently.

Wetland. An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Yard waste. Leaves, grass clippings, yard and garden debris, and brush that results from landscaping maintenance and land-clearing operations.

Sec.11.03.013 General Prohibition

- (a) No person may dispose of, release, introduce or cause to be introduced into the MS4 a discharge that is not composed entirely of stormwater.
- (b) No person may connect a line conveying domestic wastewater, industrial wastewater or a combination of both to the MS4, or allow such a connection to continue.
- (c) No person may dispose of, deposit or allow accumulating wastewater, liquid waste or pollutants on public or private property.
- (d) The construction, connection, use, maintenance or continued existence of any illicit connection to the municipal stormwater drainage system is prohibited
- (e) The following non-stormwater discharges may be introduced into the MS4 without violation of Section 11.03.013(a)-(d) if the discharge is composed entirely of one or more of the following discharges:
 - 1. Water line flushing (excluding discharges of hyper-chlorinated water, unless first dechlorinated and discharges are not expected to adversely affect aquatic life);
 - 2. Runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
 - 3. Discharges from potable water sources;
 - 4. Diverted stream flows;
 - 5. Rising ground waters and springs;
 - 6. Uncontaminated ground water infiltration;
 - 7. Uncontaminated pumped ground water;
 - 8. Foundation and footing drains;
 - 9. Air conditioning and compressor condensation;
 - 10. Water from crawl space pumps;

11. Individual residential vehicle washing;
12. Flows from wetlands and riparian habitats;
13. Drainage from a private residential swimming pool containing no harmful quantities of chlorine or other chemicals;. Street wash water after all/visible debris and sediments have been removed and does not contain soap or other chemicals either added for cleaning or washed off the surface being cleaned;
14. Discharges or flows from emergency firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
15. Other allowable non-stormwater discharges listed in 40 CFR § 122.26(d)(2)(iv)(B)(1);
16. Non-stormwater discharges specifically listed in the TPDES Multi-Sector General Permit (MSGP) or the TPDES Construction General Permit (CGP); and
17. Other similar occasional incidental non-stormwater discharges, unless the TCEQ develops permits or regulations addressing these discharges.
18. Discharges that are authorized by a TPDES or NPDES permit or that are not required to be permitted

(f) No exception shall be available under subsection (e) if:

1. The discharge or flow in question has been determined by the Administrator to be a source of a pollutant or pollutants to the MS4, or to the surface water in the state or the waters of the U.S.;
2. Written notice of such determination has been provided to the discharger; and
3. The discharge has continued after the expiration of the time given in the notice to cease the discharge.

(g) If needed, the Administrator may request documentation or inspection from the discharger to prove the discharge was composed entirely of one or more of the categories listed in section (e).

(h) No person may dispose of, release, introduce or cause to be introduced into the MS4 any harmful quantity of a pollutant.

Sec. 11.03.014 Compliance Inspection; Right of Entry

- (a) The Administrator shall have the right to enter the premises subject to the stormwater quality provisions of this article to determine if the discharger is complying with all requirements of this chapter, and with any state or federal discharge permit, limitation, or requirement.
- (b) Dischargers must allow the Administrator ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, or for the performance of any additional duties and shall not knowingly obstruct or hinder the city in accessing the facility for these purposes.
- (c) Where a discharger has security measures in force that require proper

identification and clearance before entry into its premises, the discharger must make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the Administrator will be permitted to enter for the purposes of performing his/her responsibilities.

Sec. 11.03.015 Administrative warrants

The Administrator may seek an administrative warrant from the proper judicial authority if they have been refused access to any part of the premises from which stormwater is discharged, and there is a need to inspect and/or sample as part of a routine inspection and sampling program of the city designed to verify compliance with this chapter or to protect the overall public health, safety, and welfare of the community.

Sec. 11.03.016 Inspection; Sampling; Monitoring

- (a) Lawful inspection and sampling shall include, but not be limited to:
 - (1) Access to applicable parts of a facility;
 - (2) Providing for the review and copying of all records that may indicate compliance with a SWPPP or other documents relating to this chapter, or the nature of substances used, stored or transported, and how they may be disposed of; and
 - (3) Allowing photographic and other recorded evidence, including analog and digital formats.
- (b) The Administrator may require any discharger to the MS4, surface water in the state, or the waters of the U.S. to conduct specified sampling, testing, analysis, or other monitoring of its stormwater discharges, or activities which may impact the discharges, and may specify the frequency and parameters of any such required monitoring.
- (c) The Administrator may require the discharger to install and maintain to the city's specifications monitoring equipment at the discharger's expense.
- (d) All devices used to measure stormwater flow and quality must be calibrated to ensure their accuracy. To assure the validity of required data gathering, the Administrator may specify that approved components be used, such as, but not limited to, equipment, methodologies, quality control or services.

Sec. 11.03.017 Enforcement

- (a) The duties of the Administrator shall include the responsibility of ensuring that all facilities conform with the stormwater quality provisions of this article and to any other applicable state and federal laws, requirements and regulations of this Code of Ordinances.
- (b) The Administrator shall have the authority to adopt policies and procedures necessary to implement the stormwater quality provisions of this article. All policies or procedures that may impose more regulations must seek council approval.

Sec. 11.03.018 Violations.

- (a) It shall be unlawful for any person to violate or fail to comply with any of the stormwater quality provisions of this article.
- (b) Any person who has violated or continues to violate the stormwater quality provisions of this article, will be subject to citation in accordance with section 1.01.009 of this Code of Ordinances; the enforcement actions outlined in this article; or may be restrained by injunction or otherwise abated in any manner provided by law.

Sec. 11.03.019 Enforcement Process. The following actions may be used to enforce violations of the stormwater quality provisions of this article. The enforcement process followed will be determined by the circumstances surrounding the violation. There is no right to a progressive enforcement process.

- (a) When required by the Administrator, an explanation of the cause of the violation and a plan for the satisfactory correction and prevention of reoccurrence, including specific required actions, must be submitted by the discharger to the city. This response may be verbal, or if required, must be in writing, but within the time specified by the Administrator.
- (b) **Voluntary Compliance** - The Administrator may, at the Administrator's sole discretion, instruct an owner or operator of a facility that commits any acts prohibited by the stormwater quality provisions of this article to achieve voluntary compliance as determined by the Administrator. The Administrator will provide a reasonable amount of time, specific to the occurrence, to remedy the violation.

Sec. 11.03.020 Notice.

- (a) If the Administrator determines that there is any violation of the stormwater quality provisions of this article, notice of violation may be served upon the property owner or operator of record by registered or certified mail to the address of the property owner of record.
- (b) A notice as required in this article is deemed properly served when it is delivered to the owner or operator, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the owner or operator.
- (c) The notice shall specify the measures, as appropriate, required to come into full compliance with the stormwater quality provisions of this article and shall specify the time within which such measures shall be completed.

(d) **Appeal of Notice of Violation.** Any person receiving a Notice of Violation may appeal the determination in writing to the City Engineer. The Notice of Appeal must be received within three business days from the date of the Notice of Violation. Unless otherwise agreed, hearing on the appeal before the City Engineer or designee shall take place within two business days from the date of receipt of the Notice of Appeal. The decision of the City Engineer or their designee shall be final.

Sec. 11.03.021 Compliance Orders

- (a) When the Administrator finds that any person has violated, or continues to violate, any stormwater quality provisions of this article, or any order issued hereunder, the Administrator may issue an order to the discharger directing that the discharger come into compliance within a specified time limit.
- (b) Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the MS4, surface water in the state or the waters of the U.S.
- (c) A compliance order may not extend the deadline for compliance established by a state or federal standard or requirement, nor does a compliance order relieve the person of liability for any violation, including any continuing violation.

Sec. 11.03.022 Cease and Desist Orders

- (a) When the Administrator finds that any person has violated, or continues to violate, or threatens to violate any stormwater quality provisions of this article, or any order issued hereunder, or that the person's past violations are likely to recur, the Administrator may issue an order to the discharger directing the discharger to cease and desist all such violations and directing the discharger to:
 - (1) Immediately comply with all requirements; and
 - (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Sec. 11.03.023 Abatement/Remediation and Restoration

- (a) When the Administrator finds that a person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, and that such violation has adversely affected the MS4, the surface water in the state, or the waters of the U.S., the Administrator may require the discharger to undertake and implement any appropriate action to abate and/or remediate any adverse effects of the violation upon the MS4, the surface water in the state, or the waters of the U.S., and/or to restore any part of the MS4, the surface water in the state, or the waters of the U.S.
- (b) Such abatement, remediation, or restoration action may include, but not be limited to: monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement, and/or restoration action; confinement, removal, cleanup, treatment, and disposal of any discharged or released pollution or contamination; prevention, minimization, and/or mitigation of any damage to the public health, welfare, or the environment that may result from the violation; restoration

or replacement of any public or private property or natural resources damaged by the violation.

- (c) If no person is found to have caused the violation, the owner of any property where the violation occurred and consequent contamination, shall be the responsible person for the required abatement, cleanup, remediation and/or restoration.
- (d) The Administrator may, at its sole discretion, perform such abatement, cleanup, remediation or restoration the Administrator deems necessary, and collect from the responsible person all expenses incurred during such activities. Liens shall be filed in accordance with law to collect any delinquent reimbursements.
- (d) The Administrator may require that the abatement, remediation, and/or restoration be accomplished on a specified compliance schedule and/or be completed within a specified period of time.

Sec. 11.03.02406 Charges and Fees

The city may charge fees for reimbursement of costs for constructing, operating, and maintaining the city's MS4, and for reimbursement of costs of implementing its stormwater management program as required by the state and EPA, and the cost of implementing this chapter, which costs may include, but not be limited to, the following:

- (a) Fees for monitoring, inspection, and surveillance procedures including the cost of collecting and analyzing discharges and reviewing monitoring reports submitted by dischargers;
- (b) Fees for spill and release reports and responding to spills and releases of oil, hazardous and extremely hazardous substances, and other pollutants; and
- (c) All attorney fees, court costs, and other expenses associated with enforcement of this Ordinance
- (d) Fees as the Administrator may deem necessary to carry out the requirements contained in this chapter.

Sec. 11.03.025 Cost of Abatement of the Violation

(a) Within five (5) business days of filing a lien pursuant to this Section the property owner will be notified in writing that such lien has been filed on the property, and informing the property owner of their right to appeal.

(b) Within ten (10) business days of service of the notice sent to the property owner, the property owner may appeal the decision to impose a lien on the property to the City Manager.

(c) The City Manager shall have five (5) business days to review the lien assessment and issue a written decision on the appeal.

(d) Upon full payment of all principal, interest, and associated administrative fees, including filing fees, a lien filed pursuant to this section shall be released by written

instrument executed by the City Manager and filed in the real property records of Tom Green County.

Sec. 11.03.025 Cost of Abatement of the Violation

Within five business days after abatement of a violation the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest to the City Manager objecting to the amount of the abatement assessment within ten business days. The City Manager shall have five business days to review the assessment and issue a written decision on the appeal. If the amount due is not paid by the expiration of the time in which to file an appeal or within five days of a ruling on an appeal, the charges shall become a special assessment against the property and a lien shall be filed on the property for the amount of the assessment.

Secs. 11.03.02~~6~~4 through 11.03.030 reserved.

DIVISION 3. ILLICIT DISCHARGE

Sec. 11.03.031 Reports of Stormwater Violations – Spills/Discharges

(a) The operator and the owner of any commercial or industrial activity must accurately and completely report any spills, releases, illicit connections, or other instances where pollutants are discharged into the MS4, surface water in the state, or the waters of the U.S. and any other violation of the stormwater quality provisions of this article for which they are responsible to the COSA in accordance with the following:

- (1) A hazardous, extremely hazardous and/or toxic material spill or release to any surface must be immediately reported to the city Stormwater Department and the appropriate county, state and federal agency and must address the substance and estimated quantity of the spill or release.
- (2) Other instances where a pollutant is discharged into the MS4, surface water in the state, or the waters of the U.S. by spill, release, illicit connections or other means must be immediately reported to the city Stormwater Department. This includes but not limited an amount of any type of oil, used oil, motor fluid, or petroleum product, that either:
 - (A) Violates applicable water quality standards; or
 - (B) Causes a film or sheen upon, or discoloration of, the surface of the water or an adjoining shoreline, or causes a sludge or emulsion to be deposited beneath the surface of the water or upon an adjoining shoreline.

(3) Both the operator and the owner of any commercial or industrial activity, where a spill or a release of a hazardous/toxic material has occurred are responsible for proper notification of the incident.

(c) Within ten days after a reportable discharge under this section, the discharger must, unless expressly waived in writing by the Administrator Department, submit a written Post Incident report on a form provided by the city.

(d) The notifications required by this section do not relieve the discharger from any expense, loss, damage, or other liability that may be incurred as a result of the discharge, including any liability for damage to the city, to natural resources, or to any other person or property or any fine, penalty, or other liability that may be imposed under this chapter or under state or federal law.

Sec. 11.03.032 Cleanup

The owner or operator of any facility, vehicle, or other source responsible for a discharge described in Section 11.03.031 shall:

- (1) Comply with all state, federal, and local law requiring cleanup, containment, and any other appropriate remedial action in response to the discharge; and
- (2) Reimburse the city for any costs incurred by the city in responding to the discharge.

Sections 11.03.033 through 11.03.040 reserved.

DIVISION 4. CONSTRUCTION

Sec. 11.03.041 Specific Prohibitions and Requirements

- (a) No person may dispose of, release, introduce or cause to be introduced into the MS4 any discharge that causes or contributes to the city to violate a water quality standard, or any state-issued discharge permit for discharges from its MS4.
- (b) No person may dispose of, release, introduce or cause to be introduced into the MS4 a quantity of sediment, silt, earth, or other material associated with clearing, grading, excavation, landfilling, or other construction activities that could be retained on site or captured by implementing sediment and erosion control measures to the maximum extent practicable.

Sec. 11.03.042 Stormwater Discharges from Construction Activities

- (a) All operators meeting the definition of a small or large construction site must comply with all terms and conditions of the TPDES construction general permit.

(b) All operators of construction sites, regardless of size or TPDES permit requirements, must use best management practices to control and reduce the discharge to the MS4 or to the surface water in the state or the waters of the U.S., of sediment, silt, earth, soil, and other material associated with clearing, grading, excavation, landfilling, and other construction activities to the maximum extent practicable.

(c) Construction activity shall be conducted in a manner to maximize use of vegetation and minimize soil loss through the following processes.

1. Ensuring that existing vegetation is preserved where feasible and that disturbed portions of the site are stabilized as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased;
2. Using structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from the site to the maximum extent practicable;
3. Minimization of the tracking of sediments off-site by vehicles and the escape of other windblown waste from the site;
4. Prevention of the discharge of building materials, including cement, lime, concrete, asphalt and mortar, to the MS4, surface water in the state or the waters of the U.S.;
5. Use of general good housekeeping measures to prevent and contain spills of paints, solvents, fuels, septic waste, or other hazardous chemicals and pollutants associated with construction, and to assure proper cleanup and disposal of any such spills in compliance with state, federal, and local requirements;
6. Implementation of proper waste disposal and waste management techniques, including covering waste materials, minimizing ground contact with hazardous chemicals and trash, and installing and maintaining covered receptacles for rubbish and garbage, as well as maintenance of roll off containers that cannot be covered, to assure that such waste materials are not blown or carried by rainfall runoff from the site;
7. Timely maintenance of vegetation, erosion and sediment control measures, and other best management practices to maintain them in good and effective operating condition; and
8. Install and ensure future maintenance of structural measures during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed.
9. Install and ensure future maintenance of stormwater management measures prior to final stabilization of the site, unless the area is disturbed by new owners or responsibility for the measures is transferred to the new owners.

Sec. 11.03.043 Development Site

Off-site borrow areas, spoil areas and construction staging areas shall be considered

as part of the development site and shall be subject to the requirements of the stormwater quality provisions of this article.

Sec. 11.03.044 Installation of Stormwater Pollution Prevention Elements and BMP

- (a) Stormwater pollution prevention elements and best management practices must be installed prior to the start of construction activity in accordance with applicable TCEQ stormwater general permit requirements.
- (b) For non-TCEQ regulated construction activities, controls must be installed prior to construction activity.

Sec. 11.03.045 Construction Site Inspection

- (a) Qualified personnel, employed by the operator, must inspect TPDES or NPDES permitted construction sites for stormwater discharges or failures or absences of SWPPP requirements as stated in the TPDES Construction General Permit.
- (b) Any failures, absences, or discharges identified must be remedied as soon as possible, not later than 24 hours after the identifying inspection.
- (c) Documentation of all inspections and remedies must be available for review by Administrator at any point during construction.

Sec. 11.03.046 Responsibility of owner

Any owner of a site of construction activity, whether or not he/she is an operator, is jointly and severally responsible for compliance with the stormwater quality provisions in this article.

Sec. 11.03.047 Contractor and Subcontractor Responsibility

Any contractor or subcontractor on a site of construction activity, who is not an owner or operator, but who is responsible under his/her contract or subcontract for implementing any portion of the approved SWPPP, is jointly and severally responsible for any failure on his/her part to adequately implement that control measure.

Sec. 11.03.048 Land Disturbances One Acre or Greater.

All operators of sites of construction activity, including clearing, grading, excavation, demolitions, and landfilling activities, that result in the disturbance of one or more acres of total land area, or that are part of a larger common plan of development or sale within which one or more acres of total land area are disturbed, and who are required to obtain a TPDES permit for stormwater discharges associated with construction activity, must comply with the following additional requirements:

- (a) Must obtain coverage for stormwater discharges from a construction site under the current TPDES general construction permit.
- (b). Must post a signed copy of its construction site notice (CSN) on the

construction site prior to the commencement of construction activities in a location where it is safely and readily available for viewing by the general public, local, state, and federal authorities.

(c). For small construction sites, a signed copy of the CSN from all operators must be submitted to the Administrator at least two days prior to the commencement of construction activities.

(d) For large construction sites, a signed copy of the NOI and CSN from all operators must be submitted to the Administrator seven days prior to the commencement of construction activities.

(e) A stormwater pollution prevention plan (SWPPP) must be prepared and implemented in accordance with the requirements of the TPDES permit issued for stormwater discharges from the construction site, and in accordance with any additional requirements imposed by or under this ordinance and any other city ordinance.

Sec. 11.03.049 Development Compliance.

a. When construction or land-disturbing activities are conducted as part of a subdivision or development, erosion control shall be established.

b. Phased occupancy shall be allowed only when there are no outstanding stormwater pollution prevention violations for the development for which the request is made.

c. If the developer sells all of the lots in a subdivision to one purchaser, that purchaser becomes the developer for the subdivision and is liable for violations of this article.

Sec. 11.03.050 Stormwater Pollution Prevention Plan (SWPPP)

(a) The SWPPP must be completed and implemented prior to the beginning of construction activities.

(b) The SWPPP must be updated and modified as required by the TPDES permit or in the following instances:

1. When there is a change in design, construction, operation, or maintenance which has a significant effect on the potential for the discharge of pollutants to the MS4, or surface water in the state, or the waters of the U.S.
2. If the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants, or in achieving the general objective of controlling pollutants in stormwater discharges associated with construction activity.

(c) The operator must submit a copy of the appropriate construction site notice for a large or small construction and a copy of the Notice of Intent (if applicable).

(d) All operators identified in the SWPPP must sign a copy of the certification statement listed in the TPDES Construction General Permit before conducting any professional service identified in the SWPPP. The certification must include:

1. The name and title of the person providing the signature;
2. The name, address, and telephone number of the contracting firm;
3. the address (or other identifying description) of the site; and
4. the date the certification is made.

(e) The SWPPP and the certifications of all operators required by this Section with any modifications attached, must be retained on-site at the construction site or, if the site is inactive or does not have an on-site location to store the plan a notice must be posted describing the location of the SWPPP

(f) The SWPPP must be made readily available at the time of an on-site inspection to a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans; local government officials including the Administrator; and the operator of a municipal separate storm sewer receiving discharges from the site.

(g) If the SWPPP is retained off-site, then it shall be made available as soon as reasonably possible. In most instances, it is reasonable that the SWPPP shall be made available within 24 hours of the request.

(h) Qualified personnel, provided by the operator, must inspect at the chosen frequency per the TPDES Construction General Permit.

(i) All protective measures in the SWPPP must be maintained in effective operating condition.

(j) If the operator determines that BMPs are not operating effectively, then the operator shall perform maintenance as necessary to maintain the continued effectiveness of stormwater controls, prior to the next rain event if feasible. If maintenance prior to the next anticipated rain event is impracticable, the reason shall be documented in the SWPPP and maintenance must be scheduled and accomplished as soon as practicable, but in no case later than seven calendar days following the inspection.

(k) Erosion and sediment controls that have been intentionally disabled, run over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery

(l) A report summarizing the scope of any inspection required by this section must be made and retained as part of the SWPPP. The report must contain at a minimum the following;

1. The name(s) and qualifications of personnel making the inspection;
2. The date(s) of the inspection;
3. Major observations relating to the implementation of the SWPPP;
4. Actions taken in accordance with appropriate plan revisions.
5. Identification of any incidence of noncompliance; or if the report does not identify any incidence of noncompliance, the report must contain a certification that the facility is in compliance with the SWPPP, the TPDES permit, and this ordinance.

6. Signed by the person responsible for making it.

(m) A copy of the CSN or NOT as required by the TPDES must be submitted to the city:

1. When a site has been finally stabilized and all stormwater discharges from construction activities that are authorized by this ordinance and by the TPDES permit are eliminated; or
2. When the operator of all stormwater discharges from the construction site changes.

Sec. 11.03.051 Post-Construction Requirements

- a. The owner or operator must ensure all temporary control measures for erosion control or other BMPs are removed once final stabilization has been achieved.
- b. The developer for a subdivision shall continue to maintain all temporary stormwater pollution prevention devices until permanent erosion control has been established on all those lots within the subdivision for which a building permit has not been issued and at least 70 percent of the native background vegetative cover in unpaved areas, as determined by the Administrator, has been achieved.
- c. The owner or operator must ensure the long-term operation and maintenance of post-construction stormwater runoff control mechanisms, including but not limited to detention and retention basins, dry wells, and other measures.
- d. In addition to the other requirements of this article, when construction or land-disturbing activities are conducted as part of a development, the following shall apply:

1. Final acceptance.
 - (A) Permanent stormwater pollution prevention devices and, when applicable, temporary stormwater pollution prevention devices, as specified in the approved stormwater pollution prevention plan, shall be installed and maintained prior to final acceptance of a subdivision.
 - (B) The developer for such subdivision shall continue to maintain all temporary stormwater pollution prevention devices until permanent erosion control has been established on all those lots within the subdivision for which a building permit has not been issued and at least 70 percent of the native background vegetative cover in unpaved areas has not been established.

Sec. 11.03.052 Enforcement of SWPPP. In addition to the enforcement activities found in Section 11.03.017 of this article, the following actions may be taken by the Administrator to ensure SWPPP compliance.

- (a) The Administrator may notify the operator at any time that the SWPPP does not meet the requirements of the TPDES permit issued for stormwater discharges from the construction site, or any additional requirement imposed by or under this ordinance.
- (b) Such notification must identify those provisions of the permit or ordinance

which are not being met by the SWPPP and identify which provisions of the SWPPP require modifications in order to meet such requirements.

- (c) Within seven calendar days of such notification from the Administrator, the operator must make the required changes to the SWPPP and submit to the Administrator a written certification that the requested modifications have been made.
- (d) If upon the Administrator's review of the SWPPP (or any modification to the SWPPP) and any site inspection that the Administrator may conduct, the Administrator determines that the SWPPP does not comply with the requirements of the TPDES permit issued for stormwater discharge from the construction site, or any additional requirement imposed by or under this ordinance, or it is not being fully implemented, the Administrator may issue a stop work order prohibiting the commencement or the continuation of any construction activity at the site.

Sec. 11.03.053 Denial of City Permit Approval

Upon review of the SWPPP and any site inspection that is conducted, the Administrator may deny approval of any building permit, grading permit, or any other city approval necessary to commence or continue construction, or to assume occupancy, on the grounds that the SWPPP and site does not comply with:

- a. The SWPPP and/or site does not comply with regulations listed in the TPDES Construction General Permit
- b. The site contains violations assessed are not remedied within the enforcement process and lead to a stop work order;
- c. The site contains any activity that may be deemed as an imminent public health or environmental concern; or
- d. Certification of final stabilization has not been filed or the Administrator has not determined, following any appropriate inspection, that final stabilization has in fact occurred, that any required permanent structural controls have been completed and all temporary controls have been removed.

Sec. 11.03.054 SWPPP Abatement

- a. If a violation is not resolved within the designated cure period, the Administrator may, at his or her sole discretion, cause stormwater pollution prevention devices to be installed or repaired, or sediment to be removed, or take other actions necessary to correct the problem.
- b. Costs for such work, an administration fee, and re-inspection fees shall be charged to the developer. Stop work orders may be issued until the total amount of charges is paid by the developer and a lien may be placed on the property in accordance with law.

Sec. 11.03.056 through 11.03.060 reserved.”

3) THAT, Chapter 12, Article 12.05, Section 12.05.009 of the Code of Ordinances, City of San Angelo, Texas, is hereby deleted.

4) THAT, Appendix A, Article A2.000 of the Code of Ordinances, City of San Angelo, Texas, are hereby amended by the addition of the following:

“ Sec. A2.018 Stormwater Quality Re-inspection Fee

The fee for re-inspections for violations of stormwater quality control provisions shall be \$75.00.”

5) THAT all remaining provisions not amended by this ordinance remain in full force and effect.

6) THAT, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

7) THAT, this Ordinance shall be effective on, from and after the date of its passage and publication as required by law.

INTRODUCED on the _____ day of _____, 2018, and finally PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2017.

CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, Interim City Clerk

Approved as to Form:

Theresa James
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: December 11, 2018

Item type: Regular Item

Caption:

Consider approval and public hearing of the 2017 Consolidated Annual Performance and Evaluation Report (CAPER) (Presentation made by Neighborhood & Family Services Director Bob Salas)

Summary/History:

The 2017 CAPER is a document required of all entitlement cities receiving annual Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The CAPER is the City's performance evaluation for the 2017 Program Year covering Oct 1, 2017 thru Sep 30, 2018. The CAPER includes a summary of expended resources, objectives and goals as they relate to affordable housing, outcome measures, geographic distribution, and barriers to affordable housing.

This report is the product of public outreach consistent with the City of San Angelo's 2015-2019 Five-Year Consolidated Plan. Public notices were posted in a newspaper article in the Standard Times and draft copies of the CAPER were posted at various locations throughout the city.

Approval the 2016 CAPER will authorize the City to forward the final CAPER to the HUD Regional Office in Ft Worth.

Financial Impact:

No fiscal commitments are associated with this item.

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------|----------------------|
| 1. | 2017 CAPER Draft | 2017 CAPER Draft.pdf |
|----|------------------|----------------------|

Presentation:

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Julia Antilley

Approved
Final Approval

CITY OF SAN ANGELO

2017 Program Year

Consolidated Annual Performance & Evaluation Report (CAPER)



NEIGHBORHOOD & FAMILY SERVICES DEPARTMENT
COMMUNITY & HOUSING SUPPORT DIVISION

Introduction

The City of San Angelo (COSA) annually receives two grants from the U. S. Department of Housing and Urban Development (HUD): The Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME) grant. CDBG grants are awarded to entitlement communities (principal cities of a Metropolitan Statistical Area (MSA) or with a population greater than 50,000) to carry out a wide range of community development activities directed toward revitalization of neighborhoods and improved facilities and services within the community. Maximum feasible priority must be given to activities that benefit low- moderate-income persons (including neighborhoods). HOME grants must be used to provide affordable housing for low- moderate-income persons. Income levels are set annually by HUD and are a percentage of the area median income (AMI), which in 2017 was \$49,100 in San Angelo for a family of four.

The majority of the CDBG funds and all of the HOME funds must have beneficiaries earning 80% or less of the AMI, either as a neighborhood or as individual households. To continue to receive the grants, the City must develop a Consolidated Plan every five years to identify the community's needs and goals to meet the needs and then an Annual Action Plan for each of the five years. The current Consolidated Plan is for the years 2015-2019. At the conclusion of each action year, the City must also prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that describes for the public and HUD how federal assistance was used during that action year. The CAPER that follows is for the third year of the current Consolidated Plan. The City's 2017 grants were as follows:

- CDBG - \$ 688,898
- HOME- \$ 249,197

Additionally, the City received program income in the amount of \$29,275 for CDBG, \$23,551 for HOME, and \$335,000 in local economic development sales tax funds earmarked for affordable housing. The City's CHDO leverages these funds to build new homes for low-moderate income families in the neighborhoods targeted for revitalization. COSA receives payments on loans provided with grant funds for housing rehabilitation or mortgage payments from new home construction, a program that is no longer active.

Reporting to HUD is done online through the Integrated Disbursal and Information System (IDIS). Specific questions are completed for each step of the process: Consolidated Plan, Action Plan and the CAPER. Each has specific questions to which the City must respond. Terminology may not be familiar to the general public; definitions or further explanation of any information in the CAPER is available from the COSA Community & Housing Support Division (325-655-0824). Information in forms other than written English may be provided upon request by contacting COSA.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of San Angelo focuses the use of its Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funding on a combination of housing and community development activities. The Consolidated Plan includes the following priority goals as the basis for the activities approved in the Program Year (PY) 2017 Action Plan:

1. Expand housing options to create a safe, healthy, accessible, affordable home for every resident.
2. Focus on strategies to achieve a sustainable increase in the homeownership rate.
3. Continue efforts to redevelop the six neighborhoods targeted for revitalization including homebuyer's assistance, code compliance, and rehabilitation of homes in targeted neighborhoods.
4. Continue to make housing affordable by assisting homeowners with repairs and first-time homebuyers with closing costs.
5. Assist special needs populations with supportive services, facilities, and housing needs, and expand efforts that eliminate or prevent homelessness.

PY2017 Consolidated Annual Performance Evaluation Report (CAPER) captures the expenditures, accomplishments, and progress made on the strategies and goals outlined in the approved 2015-2019 Consolidated Plan, for HUD programs approved by the City of San Angelo City Council on July 7, 2015. The CAPER outlines achievements in affordable housing, homeless services, and community development programs. The PY2017 CAPER covers the time period starting October 1, 2017 to September 30, 2018, and is the third annual report of the Consolidated Plan. It also includes activities funded in previous fiscal years with accomplishments reported during PY2017. As with most new construction projects, the outcomes are not reported until the completion of the project. The following are several accomplishments achieved during the reporting period:

- Twenty-Nine (29) households identified as Special Needs were assisted with Tenant-Based Rental assistance.
- Fifty-six (56) low-to-moderate income homeowners were assisted with the Emergency Repair Program.
- Four (4) low-to-moderate income homeowners were assisted with minor rehabilitation in the Helping Hands program.
- Eight (8) low-to-moderate income first-time home buyers were provided with down payment and closing cost assistance.
- Five (5) housing units were built for first-time homeowners.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of

measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	HOME: \$99450	Homeowner Housing Added	Household Housing Unit	15	13	86.67%	3	5	166.67%
Decent Housing	Affordable Housing	CDBG: \$167499	Homeowner Housing Rehabilitated	Household Housing Unit	125	167	133.60%	30	56	186.67%
Home Ownership	Affordable Housing	HOME: \$89353	Direct Financial Assistance to Homebuyers	Households Assisted	65	43	66.15%	9	8	88.89%
Neighborhood Revitalization	Affordable Housing	CDBG: \$25496	Homeowner Housing Rehabilitated	Household Housing Unit	160	90	56.25%	0	4	
Neighborhood Revitalization	Affordable Housing	CDBG: \$	Buildings Demolished	Buildings	5	0	0.00%			
Neighborhood Revitalization	Affordable Housing	CDBG: \$38000	Housing Code Enforcement/ Foreclosed Property Care	Household Housing Unit	12000	11325	94.38%	3000	5182	172.73%
Special Needs & Homelessness	Homeless Non-Homeless Special Needs	HOME: \$63011	Tenant-based rental assistance	Households Assisted	105	73	69.52%	23	29	126.09%
Special Needs & Homelessness	Homeless Non-Homeless Special Needs	CDBG: \$59484	Homelessness Prevention	Persons Assisted	0	50		20	50	250.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City has continued to address housing and community development needs in carrying out the PY2017 Action Plan. Actions undertaken during PY2017 were consistent with the primary goals and objectives of the Consolidated Plan. The Consolidated Plan identified three key funding priorities:

1. Assist in the creation and preservation of affordable housing opportunities for low income and special needs households.
2. Support activities to end homelessness.
3. Support activities that strengthen targeted low-income neighborhoods.

Based on these three priorities, COSA developed six major goals that address these three priorities:

1. Expand housing options to create a safe, healthy, accessible home for residents
2. Continue to focus on strategies to achieve a sustainable increase in the homeownership rate
3. Continue efforts to redevelop the six neighborhoods targeted for revitalization
4. Improve livability in targeted neighborhoods by purchasing vacant lots and building new homes
5. Assist special needs/homeless populations with supportive services, facilities, and housing
6. Continue efforts to eliminate slum/blight and conditions detrimental to the health, safety and public welfare of residents in the targeted neighborhoods

All of the funded projects for PY2017 directly addressed the City's priorities and goals.

- Housing rehabilitation – assisted in preserving affordable housing and helped eliminate substandard housing in targeted neighborhoods by rehabilitating 4 homes in those neighborhoods
- 4 Helping Hands rehabilitation projects; Emergency Repairs – assisted in preserving affordable housing by addressing needed repairs detrimental to the health and safety of 56 low/moderate income homeowners; Code Compliance - funded one Code Compliance Officer to help eliminate slum/blight and maintain community standards in targeted neighborhoods. The Code Officer was able to cite and ensure compliance of 5,182 code violations including removal of junk vehicles, mowing tall grass and weeds, and removal of junk and debris from properties; Homebuyers Assistance Program (HAP) – helped create affordable housing opportunities for 8 low/moderate income individuals and families by assisting them in the purchase of new homes; CHDO activities – Galilee CDC, the City's CHDO helped create affordable housing opportunities for low/moderate income individuals and families by constructing and selling 5 affordable housing units in targeted neighborhoods which also helped maintain and strengthen those targeted neighborhoods.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)

	CDBG	HOME
White	86	39
Black or African American	24	3
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	110	42
Hispanic	59	16
Not Hispanic	51	26

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City tracked demographics of the households directly benefiting from the CDBG and HOME grant programs, including race, ethnicity, family size, which had female heads of households, and how many persons had a disability. The direct benefit activities included housing rehab and emergency repairs grants, HAP financing, and CHDO activities. This information is used for reporting in IDIS and also (in the case of housing activities) for fair housing statistics.

The City identified the Hispanic ethnicity as the only minority group with a large percentage of persons in San Angelo. Of the number of persons directly receiving benefits, 49% were Hispanic and 18% were African American while the rest were White-not Hispanic. That aligns with the City's minority makeup of 38% Hispanic and 5% African American.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	718,173	674,123
HOME	HOME	286,105	279,089
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

Narrative

The City of San Angelo began the Fiscal Year with a reported balance of \$41,745 CDBG funds at the end of the previous program year. According to the PR26 report (Attached), \$674,123 in CDBG funds were expended in the program year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
BLACKSHEAR			
FORT CONCHO			
REAGAN			
RIO VISTA			

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City tracked demographics of the households directly benefiting from the CDBG and HOME grant programs, including race, ethnicity, family size, which had female heads of households, and how many persons had a disability. The direct benefit activities included housing rehab and emergency repairs grants, HAP financing, and CHDO activities. This information is used for reporting in IDIS and also (in the case of housing activities) for fair housing statistics. No publicly owned land or property located within the jurisdiction was used to address the needs identified in the plan.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Community & Housing Support leveraged other City departments in order to obtain operating support to include financial, legal, planning, human resources, and purchasing. Community & Housing Support also leveraged over \$285K of local sales tax revenue for gap financing provided to low to moderate income first-time homebuyers. Moreover, the city received a grant from Atmos to continue a housing weatherization program, expending \$10,231.92 to assist 10 homeowners.

The City of San Angelo complies with federal matching requirements for HOME. Over \$60K of match funds was accumulated for the 2017 program year. As of Sept 30, 2018, San Angelo maintained \$2,082,914.09 in excess matching funds. This reserve was more than adequate to meet the required match liability for the 2017 program year.

HOME Match Report, Form 40107-A is attached to this report.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	2,084,986
2. Match contributed during current Federal fiscal year	60,331
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	2,145,318
4. Match liability for current Federal fiscal year	62,403
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	2,082,914

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
See attached.								

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	23,551	21,196	8,989	2,355

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0	0			
Businesses Displaced		0	0			
Nonprofit Organizations Displaced		0	0			
Households Temporarily Relocated, not Displaced		0	0			
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0

Cost	0	0	0	0	0	0
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Table 10 – Relocation and Real Property Acquisition

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	35	67
Number of Special-Needs households to be provided affordable housing units	23	29
Total	58	96

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	46	79
Number of households supported through The Production of New Units	3	5
Number of households supported through Rehab of Existing Units	0	4
Number of households supported through Acquisition of Existing Units	9	8
Total	58	96

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City made progress during the program year on its new ConPlan with regard to providing new affordable housing including the following:

- Non-homeless households provided with affordable units
- 5 new homes constructed by City's CHDO sold to low/moderate income homebuyers at 40% below appraised value thru the City's gap financing program
- 8 first time homebuyers assisted with down payment and closing cost to purchase homes
- 29 low/moderate income special needs individuals provided rent assistance to move into new rental units
- 50 families were assisted with homeless prevention assistance

All projects either met or exceeded their goals with the exception of the home-buyer assistance program which was short by 1 household that closed shortly after the program year ended and will be counted towards next year's goals.

Discuss how these outcomes will impact future annual action plans.

The City will continue to review program performance and adjust as appropriate to ensure that the goals and objectives cited in the 5-year Strategic Plan are met. High performing programs such as the Housing Rehabilitation programs will be renewed in future annual plans while under-performing programs will be adjusted to meet the need or terminated if necessary.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	49	26
Low-income	5	11
Moderate-income	0	5
Total	54	42

Table 13 – Number of Households Served

Narrative Information

The City's activities that were required to serve extremely low-income, low-income, and/or moderate-income persons to meet the eligibility requirements of CDBG and HOME served the intended populations. There were no extremely low-income in homebuyers.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of San Angelo deems homelessness a major concern that must be dealt with on a strategic level. CHS staff are members of the Board of Directors for the Concho Valley Homeless Planning Coalition (CVHPC) and routinely attends local homeless coalition meetings to discuss homeless issues. In addition, the City of San Angelo is working with the Texas Homeless Network, Balance of State Continuum of Care to create a West Texas Region Homeless Consortium.

Annually, the CVHPC executes a Point-in-Time Homeless Count to obtain data on city homeless individuals and families. The data obtained is used to determine the extent of the problem, reasons for homelessness, and potential solutions. In addition, the CVHPC holds annual "Homeless Awareness Day" which provides homeless individuals with medical screening, food, and clothing and provides awareness of the homeless to the rest of the City.

There are several "soup kitchens" that provide food to the homeless on a daily basis except for Sundays and second-hand stores that will provide free clothing. Some of these agencies include Catholic Outreach, Project Dignidad, Rust Street Ministries, Salvation Army, Wesley Trinity Daily Bread Program.

La Esperanza Health & Dental Centers provide medical services for those who cannot pay, including those that are homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

There are several programs and services, including shelters, to assist the homeless in San Angelo. Included are agencies that provide outreach, intake, assessment, and also emergency shelters and transitional housing. The major gap that exists is permanent supportive housing for the homeless. Some of the main facilities are:

- The Salvation Army - provides emergency housing, meals, and outreach for homeless, low income
- Alcohol & Drug Abuse Council - provides shelter, intake, and assessment for homeless alcohol & drug abuse
- ICD - provides shelter, intake, assessment for victims made homeless due to domestic violence
- The City developed a Rapid Re-housing program to address the housing needs of homeless families. The City partnered with the Housing Authority San Angelo (HASA) who is the City's Public Housing Authority and will use Homeless Preference Vouchers to house homeless families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City in partnership with HASA began administering a Rapid Re-housing program to provide some assistance to households experiencing housing instability or homelessness such as those temporarily residing in shelters. Unfortunately, the HASA receives very limited funding, and therefore only about 15 households were assisted this program year.

It continues to be a challenge for the community to provide adequate housing for persons discharged from publicly funded institutions and systems of care. Currently, the network of emergency shelter providers, human services programs, the parole and probation departments, the judicial system, MHMR, Homeless Coalition, work together as much as possible to identify persons exiting these programs without adequate housing and to work to assimilate them into either the emergency shelters or other housing programs. The community has much work to do in this area and is acutely aware of the great challenges this population faces in finding employment and housing.

The City introduced a new Homeless Prevention Program on October 1, 2017, which assisted 50 individuals and families who have undergone a life crisis that threatens homelessness with up to three months of rent/mortgage payments. The program will prevent individuals and families from becoming homeless.

In PY2017, HASA, through the Housing Choice Voucher Program (Section 8) provided 8,323 months of rental assistance for low-income families at a total annual cost of \$4,868,880. Rent assistance was provided to an average of 170 families a month at an average cost of \$400 per month per household.

Public Housing is at 174 units with no vacancies. No new units were added in PY2017.

In addition, MHMR of the Concho Valley expended \$63,012 to assist 29 individuals with special needs with rental assistance who would be homeless if not for the program assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of San Angelo is working to prevent homelessness through the allocation of HOME funds to MHMR Services of the Concho Valley which provides rental stipends to individuals with mental health problems. Without the stipends, these individuals are at risk of being homeless.

In addition, HASA manages the Veteran Affairs Supportive Housing (VASH) voucher program that provides rental stipends for eligible homeless veterans in need of housing. HASA provides supportive case management to help homeless veterans transition into more permanent housing and into homeownership through its Family Self Sufficiency (FSS) program that provides opportunities for homeownership education and other various forms of assistance. The FSS Coordinator works with the families and individuals to establish goals to be accomplished and to help open doors to a new future. Family Self-Sufficiency is a program designed to help anyone who is on the Section 8 program who is interested in eliminating their family's dependence on the welfare system and into homeownership.

Concho Valley Home for Girls provides shelter, intake, assessment for girls made homeless due to domestic violence and other problems at home. The teenagers living at the Girls Home are provided shelter, life skills, job skills, and education in a safe environment that allows them to transition into adulthood lowering the risk of these girls becoming homeless.

Again, the City's partnership with HASA to administer the Rapid Re-housing program provided assistance to homeless individuals and families with permanent housing on an accelerated basis. Fifteen households went from living in the City's homeless shelter - to a staying in a hotel - to permanent housing within 60 days. HASA is seeking additional funds to increase the number of available vouchers for the Rapid Re-housing Program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

In PY2017, HASA, through the Housing Choice Voucher Program (Section 8) provided 8,323 months of rental assistance for low-income families at a total annual cost of \$4,868,880. Rent assistance was provided to an average of 170 families a month at an average cost of \$400 per month per household.

Public Housing is at 174 units with no vacancies. No new units were added in PY2017.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority of San Angelo encourages resident involvement in management by filling a spot on the HASA Board of Directors with a Resident commissioner and promoting a separate Resident Advisory Board. Ms. Beck Fraser serves as the Public Housing resident commissioner on our HASA Board of directors.

The Housing Authority promotes homeownership by encouraging participants to apply for the Homeownership voucher program. The Housing Authority also encourages participants to join the voluntary Family Self Sufficiency program. The program's goal is to help residents achieve self-sufficiency and homeownership. A third of the monthly meetings are dedicated to homeownership education. Guest speakers and program staff work with residents on sound budgeting practices as well as ways to improve credit scores. The FSS program also offers education on other resources available to assist first-time homebuyers.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Per the Analysis of Impediments to Fair Housing Choice, the City was unable to identify public policies that are detrimental to the return on residential investment. City policies have acted to support affordable housing programs and projects that have allowed homes across neighborhoods targeted for revitalization to increase in value.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

There were no specific activities to address obstacles to meeting the underserved needs in the PY2017 Annual Action Plan; however, actions and activities throughout the year and as described in this CAPER benefited the underserved as a whole. These activities that helped meet underserved needs included the City's affordable housing programs and rental assistance programs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City addresses LBP on all owner-occupied residential homes that have been approved for rehabilitation work and were built prior to 1978 (includes Emergency Repair Program projects) or on any post-1978 constructed home where a child or person resides who has been identified with an Elevated Blood Lead Level (EBLL). A Lead Inspection and or Risk Assessment will be done on these homes to determine if there is any lead-based paint in the home or in the soil around the home. If lead is found, a determination of the lead-based paint hazards associated with the presence of the detected lead will be conducted. The requirements for rehabilitation will correspond to the three approaches to lead hazard evaluation and reduction. Complete rehabilitation work must meet more stringent requirements than emergency repairs. The three approaches and the levels of rehabilitation assistance (costs) are as follows: 1) Do No Harm (<\$5,000) - Perform the rehabilitation in a way that does not create additional lead hazards. Clearance of work site. 2) Identify and Control Lead Hazards (\$5,000 to \$25,000) - Identify lead-based paint and hazards and use a range of interim control and abatement methods to address the hazards. Clearance of unit. 3) Identify and Abate Lead Hazards (>\$25,000) - Identify lead-based paint hazards and remove them permanently by abatement. Clearance of unit.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

While the City does not have a mechanism or process to track and report on the number of families removed from poverty, the City recognizes that its future economic viability rests with the elimination of poverty. San Angelo has and will continue to undertake efforts in housing and supportive services to improve the quality of life of its low/moderate income residents so long as funding for such activities is available.

Education and Job Training

Workforce development and area-wide economic development have been identified as priorities which will aid the City in reducing the number of persons living below the poverty level. The West Texas Training Center, San Angelo Independent School District, Angelo State University, Howard College, the Chamber of Commerce, and regional business, industry and health care organizations continued to meet the occupational training needs of the Concho Valley region and West Texas.

Housing

Affordable housing is one of the City's anti-poverty activities. The City oversaw several housing programs aimed at either improving the quality of the housing stock or reducing the housing costs of low/moderate income families in order to help keep families housing costs down and thus helping families from falling into poverty.

- Affordable housing emergency repair and rehabilitation
- First-time homebuyers
- Tenant-based Rental Assistance
- CHDO new home construction

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City's institutional structure is solid and City staff that oversees and manages federal grants has been in place for over ten years. The team is tenured and experienced and are provided with training that is required and appropriate. To ensure widespread information and access to the programs, especially by LMI households, the funding process involved the participation of representatives from several governmental entities, non-profit organizations, and grassroots citizen support group. In this way, local policymakers and administrators were able to identify the needs of LMI neighborhoods and evaluate applications accordingly.

Running concurrently with the City's review process was a series of hearings and meetings at the local City and neighborhood level. These meetings provided information to local residents, specifically of targeted neighborhoods, regarding the process for preparation, submission, and selection of project proposals. During this project development phase, City staff members worked with local citizens to assess local needs and develop project proposals. The City held two neighborhood public meetings to discuss potential projects and two City Council public hearings to once again review and approve projects that were selected for funding in PY2017.

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Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The CHS staff participates in an ad-hoc Affordable Housing Committee that includes public and private entities that deal with housing. This ad hoc committee discusses issues related to housing to include coordinating areas for housing investment and project development.

While the City does not have a social services department, City staff are members of the Concho Valley Homeless Planning Coalition board of directors and are very active in the planning process and coordination of social services for homeless families and individuals with a goal to help develop and maintain an unofficial continuum of care for those in need.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City's Analysis of Impediments to Fair Housing Choice discovered that the major barriers to affordable housing in San Angelo are lack of financial resources and all the implications that are associated with that condition. Low-income persons will have a difficult time finding affordable housing, defined as housing that costs less than 30% of gross income. Education and job training may provide a way to higher income and better living conditions for some low-income families. However, elderly and disabled individuals are often unable to increase their income or improve their living conditions through these means. In addition to inadequate income and creditworthiness, a growing elderly population, racial and ethnic divergences, and slow economic growth are other contributing factors that help create impediments.

To help ameliorate these impediments, the City worked to develop and further increase the affordable housing stock through several programs and projects that included:

- Affordable housing emergency repair and rehabilitation
- First-time homebuyers
- Tenant-based Rental Assistance
- CHDO new home construction

Additionally, the City supported a senior citizen Low-Income Housing Tax Credit (LIHTC) project that was funded by state funds and will be constructed in one of the target revitalization neighborhoods. Construction began later in the program year. This LIHTC 72-unit project will provide affordable housing for elderly citizens that are faced with an extremely high housing cost burden.

DRAFT

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring was conducted on a monthly basis for each subrecipient not only to verify that the reimbursements submitted were for eligible expenses but also to verify that each subrecipient was complying with all the requirements in their agreement. Each reimbursement request was verified for eligibility. Also, each of the participants in each program was examined to verify their eligibility for assistance.

The City does not discriminate against minority or women-owned businesses during the bidding process and awarded several projects to minority and women-owned businesses to include a business owned by a Hispanic male (Joachim Construction), an African American male (Mayberry Electric), and by a female-owned business (Electric by Deb). In addition, the bids include an invitation for minorities and women to bid on all projects. All projects approved for funding listed in the Annual Action Plan comply and follow the 2015-2019 ConPlan. The City met all comprehensive planning requirements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A complete draft of this report has been made available for public review and comment for a fifteen (15) day period beginning November 30, 2018. The availability of this report has been publicly advertised consistently with the provisions of the City of San Angelo's Consolidated Plan with printed copies available at strategic locations throughout the city as specified in the Citizen Participation Plan. There were no public comments received during the fifteen day period.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

This was the third year of the 2015-2019 Consolidated Plan and the objectives did not change from those identified in the plan. The City met the requirements to have no more than 1.5 times the annual grant and activities are reaching completion in a timely manner once underway.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City provided funding in support of a LIHTC 36 single family unit project called Noah Estates. HOME funds covered the construction of two units. The units were inspected on October 10, 2018. There were no issues detected at the time of inspection.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

All units in the Noah Estates were occupied throughout the entire program year so there were no vacancies. In addition, there is a waiting list of over 50 potential renters for any vacancy that may open up, making it unnecessary to market the program outside of the normal advertisements in local magazines, websites, and periodicals to include Conexión San Angelo, a Spanish/English bi-weekly newspaper.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Program income in the amount of \$12,206.21 was drawn for homebuyer assistance (IDIS activity #s 1698 and 1724). All homebuyers are LMI households. Program income in the amount of \$8,989.33 was drawn for tenant-based rental assistance (IDIS activity #s 1582 and 1703). All households are LMI households.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

The City Council approved support for a LIHTC 48-unit senior living duplexes development in the Ft Concho area which is one of the six neighborhoods targeted for revitalization earmarking \$10K from local Economic Development Sales Tax program funds. The complex received the tax credits in July 2017 and construction began in February 2018.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: December 11, 2018

Item type: Regular Item

Caption:

Update on fiscal year 2018 preliminary year-end financial results (Presentation made by Finance Director Tina Dierschke)

Summary/History:

City Council has requested a review of the City's year-end financial results. Staff will present the financial results as stated in the September 30, 2018, internal and UNAUDITED financial statements. It is important to note that this presentation is a preliminary and UNAUDITED review and that adjustments will be made for accruals, etc. both by staff and by the City's external auditors.

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|--------------------------|----------------------------|
| 1. FY18 Financial Report | FY18 Financial Report.pptx |
|--------------------------|----------------------------|

Presentation:

Approvals/Reviews:

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



City Council

December 11, 2018



General Fund	Budget	Actuals*	Over/(Under)
Total revenue	75,066,664	75,316,527	249,863
Total expenditure	79,202,329	77,604,834	(1,597,495)
Rev over/(under) expenditure	(4,135,665)	(2,288,307)	



*UNAUDITED AND INCLUDING CARRYOVERS

Water	Budget	Actuals*	Over/(Under)
Total revenue	27,604,426	29,935,581	2,331,155
Total expenditure	28,855,784	26,575,820	(2,279,964)
Rev over/(under) expenditure	(1,251,358)	3,359,761	



*UNAUDITED AND INCLUDING CARRYOVERS

Water Reclamation	Budget	Actuals*	Over/(Under)
Total revenue	13,392,433	14,586,279	1,193,846
Total expenditure	16,373,392	15,662,318	(711,074)
Rev over/(under) expenditure	(2,980,959)	(1,076,039)	



*UNAUDITED AND INCLUDING CARRYOVERS

Solid Waste	Budget	Actuals*	Over/(Under)
Total revenue	1,610,814	1,708,062	97,248
Total expenditure	1,395,350	813,161	(582,189)
Rev over/(under) expenditure	215,464	894,901	



*UNAUDITED AND INCLUDING CARRYOVERS

Stormwater	Budget	Actuals*	Over/(Under)
Total revenue	3,023,154	3,017,622	(5,532)
Total expenditure	4,470,254	3,983,994	(486,260)
Rev over/(under) expenditure	(1,447,100)	(966,372)	



*UNAUDITED AND INCLUDING CARRYOVERS

Airport	Budget	Actuals*	Over/(Under)
Total revenue	1,534,921	1,592,461	57,540
Total expenditure	1,575,959	1,473,159	(102,800)
Rev over/(under) expenditure	(41,038)	119,302	



*UNAUDITED AND INCLUDING CARRYOVERS

Hotel Occupancy Tax	Budget	Actuals*	Over/(Under)
Total revenue	2,235,843	2,524,006	288,163
Total expenditure	2,681,924	2,668,194	(13,730)
Rev over/(under) expenditure	(446,081)	(144,188)	



*UNAUDITED AND INCLUDING CARRYOVERS

Civic Events	Budget	Actuals*	Over/(Under)
Total revenue	1,771,778	2,073,002	301,224
Total expenditure	1,954,333	1,862,643	(91,690)
Rev over/(under) expenditure	(182,555)	210,359	



*UNAUDITED AND INCLUDING CARRYOVERS

Fort Concho	Budget	Actuals*	Over/(Under)
Total revenue	1,127,655	1,122,336	(5,319)
Total expenditure	1,127,655	1,030,532	(97,123)
Rev over/(under) expenditure	-	91,804	



*UNAUDITED AND INCLUDING CARRYOVERS

State Office	Budget	Actuals*	Over/(Under)
Total revenue	1,293,998	1,244,718	(49,280)
Total expenditure	1,293,998	1,249,238	(44,760)
Rev over/(under) expenditure	-	(4,520)	



*UNAUDITED AND INCLUDING CARRYOVERS



City Council

December 11, 2018

