



City Council Agenda 4/16/2019

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on April 16, 2019 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. Chaplain Prayer

3. Pledges

4. Proclamations/Recognitions

- a. Recognition of 8U and 10U girls Texas Amateur Athletic Federation State basketball champions
- b. Recognition of Beta Sigma Phi for service to the community
- c. Recognition of La Esperanza Clinic's 25th anniversary in San Angelo
- d. Proclamation of April 2019 as National Autism Awareness Month
- e. Proclamation of May 6-11, 2019 as National Small Business Week

5. Public Comment

Issues or items that are not on the Regular 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 April 1, 2019 City Council regular meeting minutes (Julia Antilley)
- b. Consider authorizing the City Manager to renew a recreational and agricultural lease of approximately 12,434-sq ft of land out of Lot 26, Block 1, Group 9, Lake Nasworthy Addition (Cindy Preas)
- c. Consider authorizing the City Manager to execute a consent to assignment of the Spring Creek Marina Commercial Lease Agreement to Golden Antlers Corporation (Carl White)
- d. Consider awarding the purchase of Asset Management Software and Services to Data Transfer Solutions, LLC through HGAC Contract #HP10-17 in the amount of \$280,000, budgeted for purchase in fiscal year 2019 with \$48,000 budgeted annually, and authorizing the City Manager to execute any related documents (Patrick Frerich)
- e. Consider awarding RFP PK-01-19 Comprehensive Parks and Recreation Master and Strategic Plan to Dunaway Associates (Midland, TX) for professional services in the amount of \$70,000 budgeted for purchase, fiscal year 2019, and authorizing the City Manager to execute any related documents (Carl White)

- f. Consider approving Buyboard Contract #521-16 from Rush Medium Duty Truck Center (Dallas, TX) in the amount of \$167,869 budgeted in fiscal year 2019 for the purchase of a Sewer Closed Circuit Digital Camera Van and authorizing the City Manager to execute any related documents (Lance Overstreet)
- g. Consider approving Texas Smartbuy Contract #TXMAS-18-23V02 for the purchase of three tractors and two shredders from Deere & Company (San Angelo, TX), in the amount of \$197,761, budgeted in fiscal year 2019 (Ryan Kramer)
- h. Consider awarding RFB FS-07-19 Medium Pickups to Jim Bass Ford, Inc. (San Angelo, TX) in the amount of \$240,000 per fiscal year, for the purchase of six units (with the option to purchase two additional units), and authorizing the City Manager to execute any related documents (Ryan Kramer)
- i. Consider awarding RFB FS-08-19 Electric Cars to Jim Bass Ford, Inc. (San Angelo, TX) in the amount of \$55,200, for the purchase of two units, budgeted in fiscal year 2019, and authorizing the City Manager to execute any related documents (Ryan Kramer)
- j. Consider authorizing a software service agreement with Neptune Technology Group and its vendor Core & Main in the amount of \$6,500 for Year 1 for web hosted meter collector data software platform and option for two additional one-year periods (Year 2 pricing \$0.75 per meter with estimated annual payment of \$28,125; Year 3 pricing \$1.05 per meter with estimated annual payment of \$39,375), replacing in-kind locally hosted servers and software and authorizing the City Manager to execute any related documents (Lance Overstreet)
- k. Second reading of an ordinance approving the abandonment and vacation of all public alleys comprising 0.267 acres (12,030-sq ft) within Block 15 of the Millspaugh Addition; generally located north of W. Washington Dr.; west of S. Chadbourne St.; south of Santa Fe Depot; and east of S. Irving St. (Jon James)
- l. Consider a resolution in support of the 2021 Texas Police Games as organized by the Texas Police Athletic Federation, San Angelo Police Department, and the Chamber of Commerce Convention & Visitors Bureau (David Howard)
- m. Consider a resolution authorizing a special event known as "Devoted Onez Car Club Car Show" and approving variances to City ordinances at Spring Creek Park for August 3, 2019 (Carl White)
- n. Consider approving an Memorandum of Understanding with the Office of the Governor outlining the City's responsibilities for the maintenance of the Texas Music Industry Directory (Daniel Valenzuela)
- o. Consider a resolution in opposition to S.B. 1152 and H.B. 3535 regarding telephone/cable franchise fees (Tina Dierschke)
- p. Consider approving an amendment to the contract with Reece Albert, Inc. in the amount of \$64,500.49 to be reimbursed by design engineer's insurance and authorizing the City Manager to execute any related documents (Russell Pehl)

7. Regular Agenda

- a. Public hearing and first reading of an ordinance amending Chapter 11 "Utilities", Article 11.05 "Water Conservation and Drought Contingency Plan" by deleting the adoption date from ordinance language (Presentation made by Water Utilities Director Allison Strube)
- b. First reading and public hearing of an ordinance amending Chapter 8 "Offenses and Nuisances", Article 8.11 "Outdoor Lighting", Section 8.11.005 "Light Trespass" to change the allowable maximum intensity to 0.5 footcandles (Presentation made by City Attorney Theresa James)
- c. First reading and public hearing of an ordinance approving a street name change for "King Mill Dr." and "Wedgewood Ct." to "King Mill Cir.", over the complete length of these street rights-of-way, 340 and 345 linear ft respectively (Presentation made by Planning & Development Services Director Jon James)
- d. First reading and public hearing of an ordinance approving the abandonment of approximately 45.6-sq ft of the N. Chadbourne St. public right-of-way; located adjacent to 50 N. Chadbourne St. (Presentation made by Planning & Development Services Director Jon James)
- e. First reading and public hearing of an ordinance approving case Z19-03 a rezoning from the existing General Commercial/Heavy Commercial Zoning District (CG/CH) and Two Family Resident District (RS-2) to General Commercial (CG) on property located at 918 N. Chadbourne St. (Presentation made by Planning & Development Services Director Jon James)
- f. First reading and public hearing of an ordinance for Z19-04, a rezoning from the Neighborhood Commercial (CN) and Single-Family Residential (RS-1) Zoning Districts to the General Commercial (CG) and Office Commercial (CO) Zoning Districts for land generally located between W. Houston Harte Expy., Howe St., Freeland Ave., and Millspaugh St.; comprising a total of 7.04 acres (Presentation made by Planning & Development Services Director Jon James)
- g. Consider ratifying COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$200,000 to provide an Economic Development Incentive to SMC-Global (Presentation made by Business, Retention & Expansion Coordinator Shannon Scott & Chamber Vice President of Economic Development Michael Looney)
- h. Consider ratifying COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$50,000 to provide an Economic Development Incentive to Ener-Tel Services (Presentation made by Business, Retention & Expansion Coordinator Shannon Scott)
- i. Consider amending Civic Events policies as recommended by the Civic Events Advisory Board (Presentation made by Civic Events Manager Sidney Walker)
- j. Consider allocating up to \$50,000 for capital projects from the Civic Event's fund balance for facility improvements (Presentation made by Civic Events Manager Sidney Walker)
- k. Consider a resolution authorizing application for financial assistance from the Texas Water Development Board for water system improvements; expressing official intent to reimburse costs of said projects; and making certain findings in connection therewith (Presentation made by Finance Director Tina Dierschke)
- l. Update on Sales Tax revenue performance (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 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 on:
 - 1. Millspaugh Addition, Block 24
 - 2. Property commonly known as "City Farm"
 - 3. Lake Nasworthy Addition, Group 7
 - 4. Lake Nasworthy Residential Lot Leases
 - 5. 2838 College Hills Blvd.
 - 6. 1/4 section +/- out of Abstract A-8071-5-0178, J.C. Matthews Survey, northeast of the City within the ETJ

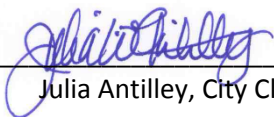
9. Follow Up and Administrative Issues

- a. Consider items discussed in Closed Session, if needed
- b. Consideration of approving various board nominations:
 - Concho River Watermaster Advisory Committee:** Allison Strube (Director of Water Utilities) to a term ending August 2020 and Chuck Brown (Consultant/Upper Colorado River Authority) to a term ending August 2021
 - Economic Development Corporation:** Todd Kolls (Mayor) to a second term ending February 2020
- c. Announcements and consideration of Future Agenda Items

10. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 12th day of April 2019, at 2:15 p.m.



Julia Antilley, 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.

Certificate of Recognition

The City Council of the City of San Angelo hereby recognizes and applauds

The 8U D2 Girls Xtreme Basketball Team

*for winning the Texas Amateur Athletic Federation Girls State Basketball Tournament
in March 2019.*

***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
16th day of April, 2019.***

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

Certificate of Recognition

The City Council of the City of San Angelo hereby recognizes and applauds

The 10U D2 Girls San Angelo F.3.A.R. Basketball Team

*for winning the Texas Amateur Athletic Federation Girls State Basketball Tournament
in March 2019.*

***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
16th day of April, 2019.***

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

Recognition

Beta Sigma Phi is the world's largest Greek-letter service, cultural, and social organization, which includes seven chapters with 58 members in San Angelo, Texas. The badge of the organization signifies life, learning, and friendship by its Greek symbols, Beta Sigma Phi. Today we recognize and honor them for the charitable work of their organization.

Beta Sigma Phi has grown to include more than 15,000 members representing more than 10 countries across the world. These women have worked for many charitable, health, and cultural organizations, raising money and donating their time to those in need. Members have raised more than three million dollars for charitable organizations and donated over two hundred thousand volunteer hours in an average year.

Locally, Beta Sigma Phi has collectively raised thousands of dollars for local charitable organizations.

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

BETA SIGMA PHI

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

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 16th day of April, 2019.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

The La Esperanza Clinic marks its 25th anniversary this month, having opened the first clinic on Chadbourne Street in 1994. Since its inception, La Esperanza Clinic has provided medical, dental, and behavioral health care to more than 50 thousand individuals residing in San Angelo and the surrounding communities.

The mission of La Esperanza Clinic is to provide quality primary and preventive health and dental care services to all people, particularly the medically underserved of San Angelo and the Concho Valley. As the needs of our community have changed over time, so has the mission and scope of service La Esperanza Clinic provides. Regardless of the location, the original clinic on South Chadbourne, Lake View Clinic on 31st Street or at the administration building on Beauregard, their staff is committed to excellent service, universal access, and is known as a friendly place to get quality care.

To celebrate their 25th anniversary, as well as to express gratitude to the people of San Angelo for their support and confidence, La Esperanza invites the community to a celebration at the South Chadbourne Clinic parking lot on April 27th from 11:00 a.m. to 1:00 p.m. This event represents a benchmark rather than a finish line as La Esperanza strives to remain a relevant, innovative, and collaborative partner in this great community, city, and region.

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

LA ESPERANZA

for its 25th anniversary and dedication to improving the overall health of our citizens.

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 16th day of April, 2019.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Autism is a lifelong neurological disorder causing difficulty with communication and social interaction. Typically appearing in early childhood, Autism can cause a range of symptoms such as lack of language and eye contact. Some also have intellectual disabilities, while others have highly acute, specialized skills.

The exact cause of Autism is unknown. Early intervention and various therapy programs can reduce or nearly eliminate symptoms, ensuring a lifetime of success in socialization and the professional world.

The ABC Center for Children, an Autism program of the MHMR Services for the Concho Valley, is spearheading an awareness effort in order to educate the parents, professionals, and the public about Autism, highlighting the need for early intervention.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim April 2019, as

NATIONAL AUTISM AWARENESS MONTH

in San Angelo, Texas, and encourage our citizens to participate in Autism Awareness Month activities in order to become better educated about Autism and create a better community for individuals with Autism

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 16th day of April, 2019.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

The President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies.

America's progress has been driven by pioneers who think big, take risks and work hard; and small business owners have the energy and a passion for what they do; and when we support small businesses, jobs are created and local communities preserve their unique culture.

The Angelo State University Small Business Development Center provides no-cost and confidential business advising and no-cost to low-cost business training to San Angelo's startup and existing businesses.

The City of San Angelo supports and joins in this national and local effort to help America's small businesses do what they do best---grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

Therefore, I Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim May 6 through May 11, 2019 as

National Small Business Week

in San Angelo, Texas and call this observance to the attention of all of our citizens.

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 16th day of April, 2019.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Monday, April 1, 2019

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Monday, April 1, 2019 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

Pledges were led by Trinity Lutheran School student council representatives.

4. Proclamations/Recognitions

April 2, 2019 was proclaimed as National Service Recognition Day

April 14-20, 2019 was proclaimed as National Public Safety Telecommunicators Week

April 2019 was proclaimed as Alcohol Awareness Month

April 2019 was proclaimed as I Chose Angelo State Month

5. Public Comment

Water Utilities Director Allison Strube announced the April 1st through October 31st watering restrictions.

Economic Development Director Guy Andrews announced the upcoming housing study and announced the public can contact him at guy.andrews@cosatx.us or 653-7197 to participate.

President and CEO of the San Angelo Chamber of Commerce Bruce Partain thanked City Council for their participation in, and support of, Goodfellow Appreciation Day.

6. Consent Agenda

- a. Approval of the March 19, 2019 City Council regular meeting minutes (Julia Antilley)
- b. Authorization of the City Manager to enter into a new Recreational and Agricultural Lease Agreement with Doug Mosley, Inc. for 19.96 acres out of H Hornburg Abstract 0350, Survey 0175 and being adjacent to Riverfalls Addition (Cindy Preas)
- c. Award of a task order with Water Logistics, LLC under WU-01-19 Pivot and Irrigation Services for repairs of Pivot 7 at City Farm estimated to be \$56,371.76 budgeted in fiscal year 2019 and authorizing the City Manager to execute any related documents (Lance Overstreet)
- d. Award of RFB FS-02-19 Stationary Generator Maintenance and Repair to Loftin Equipment (Irving, TX) in the amount of \$60,000, budgeted per fiscal year (Ryan Kramer)

- e. Approval of Buyboard Contract #524-17 from Casco Industries in the amount of \$70,000 for the purchase of bunker gear (Brian Dunn)
- f. Ratification of a resolution by the COSADC Board authorizing the use of Sales and Use Tax funds in an amount not to exceed \$3,750,000 over a five year period, for infrastructure improvements to the Chadbourne Street Pedestrian Corridor, a project authorized under Chapter 505 of the Texas Local Government Code; and, authorizing the City Manager to execute a Memorandum of Understanding with the City of San Angelo Development Corporation (Robert Schneeman) (Pg. 142, 2019-041)
- g. Adoption of a resolution authorizing applicant to hold a special event downtown, "Simply Texas Blues Festival," permitting specified activities; imposing requirements on applicant; and granting variances relating to rules and regulations of ordinances (Carl White) (Pg. 144, 2019-042)
- h. Adoption of a resolution authorizing an aerial easement permitting encroachment of awning structures attached to the building facade located at 1102 N. Chadbourne St. (Jon James) (Pg. 146, 2019-043)
- i. Second reading and adoption of an ordinance approving case Z19-02, a rezoning from the Single Family Residential District (RS-1) to the General Commercial District (CG) on four lots located west of the intersection of La Follette St. and Lowrie Ave. (Jon James) (Pg. 149, 2019-044)
- j. Second reading and adoption of an ordinance approving case PD19-03, a rezoning from Single Family Residential District (RS-1) to a Planned Development (PD) Zoning District on an unaddressed tract located south of the intersection of Merrick St. and Canadian St. to allow for single-family homes to be built covering up to 50% of the lot instead of the normal limit of 40% (Jon James) (Pg. 152, 2019-045)
- k. Second reading and adoption of an ordinance granting to Atmos Energy Corporation, a Texas and Virginia corporation, a franchise to construct, maintain, and operate pipelines and equipment in the City of San Angelo, Tom Green County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes (Russell Pehl) (Pg. 155, 2019-046)
- l. 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 (Tina Dierschke) (Pg. 164, 2019-047)

Motion: Council Member Thomas made a motion, seconded by Council Member DeWitt, to approve the consent agenda, with the exception of item 6f. The motion carried unanimously (7) ayes to (0) nays.

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

7. Regular Agenda

- a. Discussion and action regarding the Lake Nasworthy Sewer Study (Presentation made by Allen Woelke, P.E., CDM Smith, Inc. and Water Utilities Director Allison Strube)

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to direct staff to pursue the \$32 million dollar option and present funding alternatives at a future meeting. The motion carried unanimously (7) ayes to (0) nays.

- b. First reading and public hearing of an ordinance approving the abandonment and vacation of all public alleys comprising 0.267 acres (12,030-sq ft) within Block 15 of the Millspaugh Addition; generally located north of W. Washington Dr.; west of S. Chadbourne St.; south of Santa Fe Depot; and east of S. Irving St. (Presentation made by Planning & Development Services Director Jon James)

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

9. Follow Up and Administrative Issues

- ~~a. Consider items discussed in Closed Session, if needed~~
- b. Approval of various board nominations:
Design & Historic Review Commission: Lenny James (SMD3) to a first term ending September 2020
Economic Development Corporation: Erika Lara (SMD4) to a first term ending February 2021
Keep San Angelo Beautiful: Joe Spano (SMD2) to a first term ending September 2020 and John Bariou (SMD4) to a first term ending September 2020

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

- ~~c. Announcements and consideration of Future Agenda Items~~

10. Adjournment

Motion: Council Member Hiebert made a motion to adjourn the meeting. The motion carried by consensus.

There being no further business, the meeting was adjourned at 9:35 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, 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: April 16, 2019

Item type: Consent Item

Caption:

Consider authorizing the City Manager to renew a recreational and agricultural lease of approximately 12,434-sq ft of land out of Lot 26, Block 1, Group 9, Lake Nasworthy Addition (Cindy Preas)

Summary/History:

The recreational and agricultural lease with Trinidad Aguirre, Jr. and Maria Elena Aguirre of approximately 12,434 square feet of land out of Lot 26, Block 1, Group 9, Lake Nasworthy Addition, will expire May 30, 2019, and the Tenants request to enter into a new recreational and agricultural lease.

Staff recommends the \$276 granting fee be reduced to \$166, with a lease term to end May 30, 2022, which coincides with the lease renewal of 75 recreational leases managed by the Real Estate Division.

Financial Impact:

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

\$14.00.....per acre

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

\$250.00.....recreation fee

Yearly lease fee \$255.00

Other Information/Recommendation:

Staff recommends approval of the lease at the established rate for a three year term to coincide with the renewal of 75 recreational leases.

Attachments:

1. Survey 12,434 SF Aguirre Lease

Survey 12,434 SF Aguirre Lease.pdf

Presentation:

Approvals/Reviews:

Cynthia Preas

Cynthia Preas

Theresa James

Anthony Wilson

Tina Dierschke

Theresa James

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Becky Dunn
Julia Antilley

Approved
Final Approval



This division of land may not comply with City of San Angelo subdivision requirements.

REF.: Goodfellow Rec. Camp
(see Lease from City out
of Tract 26 as described in
Vol. 295, Pg. 526 DR)

SCALE: 1"= 30'

BEARINGS ARE BASED UPON THE
PLAT OF RECORD.

LEGEND:

- Found $\frac{1}{2}$ " Iron Pipe or Rod
(unless otherwise noted)
- Set $\frac{1}{2}$ " Iron Rod with Cap

SKG

ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288
FAX: 325.657.8189
FIRM No.: 10102400
www.skge.com

REF.: Lot 25, Block 1, Lake
Nasworthy Addition Group 9
Cabinet E, Slide 159, PR

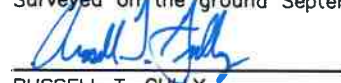
REF.: Lot 24, Block 1, Lake
Nasworthy Addition Group 9
Cabinet E, Slide 159, PR

REF.: Lot 23,
Block 1, Lake
Nasworthy
Addition
Group 9
Cabinet E,
Slide 159, PR

PLAT SHOWING A SURVEY AND DIVISION OF LOT
26, BLOCK 1, LAKE NASWORTHY ADDITION, GROUP
9, CITY OF SAN ANGELO, TOM GREEN COUNTY,
TEXAS AS PER PLAT RECORDED IN CABINET E,
SLIDE 159, PLAT RECORDS OF 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.

Surveyed on the ground September 23, 2015.



RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636



REF.: Lot 26, Block 1, Lake
Nasworthy Addition Group 9
Cabinet E, Slide 159, PR

REF.: 3.218 S.F. Remainder Lot
26, Block 1, Lake Nasworthy
Addition Group 9
Cabinet E, Slide 159, PR

12,434 S.F.

3,321 S.F.

Fd. Nail
in conc.

Fd. Aluminum
Monument

Fd. Nail
in conc.

Access easement along existing paved
road, locally known as South Concho
Drive, to R.M. Highway 584.

FIELD NOTES

12,434 Square Feet

September 11, 2015
15-S-1330.12434sf

Being an area of 12,434 square feet of land out of Lot 26, Block 1, Lake Nasworthy Addition, Group 9 according to the map or plat recorded in Cabinet E, Slide 159, of the Plat Records of Tom Green County, Texas and said 12,434 square feet of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod with cap set for the most westerly corner of said Lot 26 from which the southwest corner of said Lot 26 bears S. 29° 45' 26" E. 26.74 feet;

Thence with the northwest line of said Lot 26 and the southeast line of Goodfellow Rec. camp Lease from City of San Angelo out of Tract 26 as described in Volume 295, Page 526, Deed Records of Tom Green County, Texas, N. 58° 57' 45" E. 180.30 feet to a galvanized nail in concrete monument found at the northeast corner of said Lot 26 and northwest corner of Lot 25 of said Lake Nasworthy Addition, Group 9;

Thence with the southwest line of said Lot 25 and northeast line of said Lot 26, S. 38° 40' 50" E. 99.21 feet to a 2" Aluminum cap marked "CITY OF SAN ANGELO TEXAS-PUBLIC WORKS CONTROL" on 5/8" iron rod found for the southwest corner of said Lot 25 and northwest corner of Lot 24 of said Lake Nasworthy Addition;

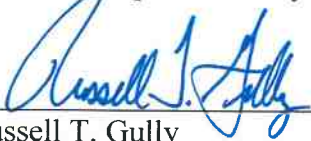
Thence crossing said Lot 26 S. 59° 16' 46" W. 67.44 feet to a 1/2" iron rod with cap set for the south corner of this tract;

Thence N. 81° 12' 34" W. 70.38 feet to a 1/2" iron rod with cap set for an angle corner of this tract;

Thence S. 87° 42' 34" W. 82.46 feet to a 1/2" iron rod with cap set for the southwest corner of this tract and being in west line of said Lot 26;

Thence N. 29° 45' 28" W. 13.22 feet to the place of beginning and containing an area of 12,434 square feet of land.

See attached plat of survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute a consent to assignment of the Spring Creek Marina Commercial Lease Agreement to Golden Antlers Corporation (Carl White)

Summary/History:

Seven K's Enterprises of WY, Inc., Tenants under the Spring Creek Marina Commercial Lease Agreement, request the City approve an assignment of the Lease to Golden Antlers Corp..

The current agreement, approved by Council on November 20, 2015, grants a privilege to operate Spring Creek Marina and lease a portion of Spring Creek Park.

The agreement allows reassignment only with prior written approval of the City.

Financial Impact:

There is no financial impact to reassigning this agreement. The payment terms to the City remain the same as in the existing agreement.

Other Information/Recommendation:

Staff recommends approval of this resolution.

Attachments:

- | | |
|---|--|
| 1. Request for reassignment March 2019 | Request for reassignment March 2019.pdf |
| 2. Spring Creek Marina Lease - Final 2015 | Spring Creek Marina Lease - Final 2015.pdf |

Presentation:

Approvals/Reviews:

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

TO: CARL WHITE

DIRECTOR, PARKS AND RECREATION

Santa Fe Crossing

702 S. Chadbourne St.

San Angelo, Texas 76903

FROM: Seven K's Enterprises of WY Inc.

Spring Creek Marina and RV Park

2680 Camper Rd.

San Angelo, Texas 76904

Carl,

As a condition to be able to sell our business, Spring Creek Marina and RV Park, I wish to have permission to transfer the possession of the leased premises described and depicted in Exhibit "A" ("Leased Premises"). I understand that any such transfer or assignment shall be evidenced in writing, properly executed and acknowledged by both parties thereto and a copy shall be delivered to Lessor, and the original shall be recorded in the office of the County Clerk of Tom Green County, Texas.

The buyer on record will be GOLDEN ANTLERS CORP.

Please let me know how to proceed from here.

Thanks,

Seven K's Enterprises of WY Inc.

A handwritten signature in black ink, appearing to read 'Nathan Klontz', with a long horizontal flourish extending to the right.

Nathan Klontz (Vice President)

STATE OF TEXAS

)

COUNTY OF TOM GREEN

)

COMMERCIAL LEASE AGREEMENT -
SPRING CREEK MARINA

This lease agreement (hereinafter called "Lease") is made and entered into by and between the CITY OF SAN ANGELO, a Texas municipal corporation, (hereinafter called "Lessor"), whose address is 72 West College Ave., San Angelo, Tom Green County, Texas 76903, and LEE BROWN and wife, GALE BROWN (hereinafter called "Lessee"). For and in consideration of the prompt payment by Lessee, when due, of all rents and fees as herein provided and all taxes, assessments or lawful charges of any nature assessed against the demised premises and all interest therein and/all improvements situated thereon, and further for and in consideration of the full and timely performance by Lessee of all of Lessee's duties and obligations in strict compliance with the covenants, conditions and agreements herein contained, Lessor hereby demises and leases to Lessee, and Lessee hereby accepts from Lessor, the following described property (hereinafter called "Leased Premises") situated in San Angelo, Tom Green County, Texas, and more particularly described in Exhibit "A", for the term and uses and subject to the conditions set forth herein:

LEASED PREMISES

Lessor leases to Lessee and Lessee leases from Lessor, approximately 12.025 acres generally known as Spring Creek Marina, 2680 Camper Road, Lake Nasworthy, San Angelo, Tom Green County, Texas, and more particularly described and depicted in **Exhibit "A"** ("Leased Premises"), which is incorporated herein by reference for all purposes.

JOINT USE OF LEASED PREMISES

Lessor and Lessee agree Lessee shall have non-exclusive use of the following portions of the Leased Premises being:

- a. approximately 0.243 acres as described in **Exhibit "B"** ("Joint Use Area #1"), incorporated herein by reference for all purposes; and
- b. approximately 0.200 acres as described in **Exhibit "C"** ("Joint Use Area #2") incorporated herein by reference for all purposes; and
- c. approximately 0.254 acres as described in **Exhibit "D"** ("Joint Use Area #3") incorporated herein by reference for all purposes.

(hereinafter collectively referred to as "Joint Use Areas")

- d. Terms applicable to Joint Use Areas:
 - i. Non-exclusive Use: Lessee's use of Joint Use Areas of the Leased Premises shall be non-exclusive, subject to Lessor's right of entry onto the Leased Premises as provided in this Lease, and subject to Lessor's right to use, authorize the use of, or lease Joint Use Areas #1, #2 and/or #3, for up to four (4) separate special events per year as may be approved by the City Council for the City of San Angelo.

- ii. Temporary Fencing: During a special event, Lessor shall install temporary fencing to delineate Joint Use Areas used by Lessor for a special event from Leased Premises. Temporary fencing shall be installed in a manner that will allow for access to and from Leased Premises during emergency situations.
 - iii. Lessor's use of Joint Use Area #3: Lessor shall pay Lessee a standard rate of One Hundred and No/100 Dollars (\$100.00) per day subject to adjustments up to two percent (2%) per year increase at the end of each term, for use of Joint Use Area #3.
 - iv. Notice: Lessor shall provide Lessee six (6) months' written notice prior to a Special Event that will utilize one or more Joint Use Areas.
 - v. Adequate Access: Lessee shall permit Lessor reasonable access to and from Joint Use Areas for Lessor's purposes and access for reasonable accommodation of Special Events.
- e. The liability of Lessor for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) for each person, Five Hundred Thousand and No/100 Dollars (\$500,000.00) for each single occurrence for bodily injury or death and One Hundred Thousand and No/100 Dollars (\$100,000.00) for each single occurrence for injury to or destruction of property. Following this limited exposure, Lessor is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.
- f. Lessor will require any third party Special Event organizer to provide Lessor with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. Third party Special Event organizer shall obtain and continuously maintain in effect at all times during Special Event insurance coverage as follows with limits not less than those set forth below:
- i. Commercial General Liability. Coverage shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Each Occurrence
 - ii. Liquor Liability if applicable. Coverage shall not be less than:

\$1,000,000	Combined Single Limit, each occurrence
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TERM AND CONSIDERATION

1.
 - a) Initial Term. This Lease is granted for a period of twenty (20) years beginning November 1, 2015 and ending October 31, 2035 in consideration of (1) the annual payment of Eleven Thousand Three Hundred Forty-Six and No/100 Dollars (\$11,346.00) during the first ten (10) years of the lease, subject to a twenty percent (20%) rent adjustment at the end of this time, based upon a two percent (2%) per year increase with the annual fee to be Thirteen Thousand Six Hundred Fifteen and No/100 Dollars (\$13,615.00) for the period of November 1, 2025 to October 31, 2035, which payment is payable in advance quarterly installments, the first installment being due and payable on November 1, 2025; (2) the payment of Two Hundred and No/100 Dollars (\$200.00) granting fee at the time of executing this Lease; and (3) Lessee's compliance with the stipulations and conditions hereinafter set forth.
 - b) Option to Renew. Provided that Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew the Lease for one (1) additional term of ten (10) years commencing on November 1, 2035 with written consent of the Lessor. In consideration, the annual fee shall be subject to a twenty percent (20%) increase at the end of this time, based upon a two percent (2%) per year increase with the annual fee to be Sixteen Thousand Three Hundred Thirty-Eight and No/100 Dollars (\$16,338.00), which payment is payable in advance quarterly installments; the first

installment due and payable on November 1, 2035. All of the terms and conditions of the Lease shall apply during the renewal term. The option shall be exercised by written notice given to Lessor not less than ninety (90) days prior to the expiration of the prior lease term. If notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

2. Lessee shall pay installments to Lessor at the City of San Angelo, Parks and Recreation Department located at 702 South Chadbourne, or at such other place as Lessor may from time to time designate by written notice to Lessee. Such rent shall be paid annually on or before November 1 during the term of this Lease or in quarterly installments on or before the first day in the months of November, February, May, and August.

3. Lessee shall pay to Lessor a late charge for any fee received by Lessor after the date that the fee is due in, accordance with established ordinances, provided however, that this provision for late charges shall not be construed as a waiver of the right of Lessor to terminate this Lease at its option as authorized herein.

4. Lessee agrees to maintain a systematic bookkeeping procedure that will enable Lessor to readily determine all matters pertaining to all revenues. To that end, Lessor hereby reserves the right to inspect such records during regular business hours and to require such changes as may be necessary to accurately reflect such revenues. Inspection may be accomplished by Lessor or Lessor's agent.

RULES AND REGULATIONS

5. The rules and regulations provided in those certain ordinances of the City Council of the City of San Angelo, ("Council"), adopted April 2, 1951, and now known as the Lake Nasworthy-Twin Buttes Ordinances and any and all subsequent amendments adopted heretofore or hereafter are expressly incorporated herein by reference as terms and conditions of this Lease. This Lease is expressly made subject to any ordinances adopted in the future by the Council for the regulation of Lake Nasworthy, Twin Buttes and surrounding property, including but not limited to, safety, sanitation, and ecological requirements. Any breach of said rules and regulations shall, at the option of the Lessor, result in forfeiture of this Lease. This Lease will be managed by the Parks and Recreation Department of the City of San Angelo subject to the approval of the Council.

USE OF LEASED PREMISES

6. The premises shall be used only for operating a marina, bait stand, general food supply-type store, including the sale of beer as allowed by law; camper hook-up facilities and park area; and uses incidental thereto, and in this connection the following shall be applicable:

7. Lessee shall have access to the boat dock for providing fuel services to boats, however, there shall be no engine repair services. Lessee shall be allowed to provide rental boats for general public use as long as they do not interfere with the boat dock or beach area, providing fuel engine repair rental boats interfere with the boat dock or beach area.

8. Any and all improvements placed on the property shall remain on the property and shall become the property of the City at the expiration of this Lease.

OCCUPANCY

9. Lessee may, upon approval of Lessor, locate a mobile home on leased premises to be used as a residence for Lessee or its manager. Lessee agrees to practice good housekeeping and shall maintain said residence in a clean, neat and sanitary condition. Upon termination or transfer of this Lease, Lessor shall determine whether or

not said residence may remain on the premises. Lessee shall remove said residence within sixty (60) days of the termination of this Lease unless otherwise approved in writing by Lessor. If Lessee fails to remove said residence within sixty (60) days of the termination or transfer of this Lease, then said residence shall be considered abandoned by Lessee and may be removed or disposed of by Lessor. Lessee expressly consents to sale, removal, discard or other disposition of abandoned property. Only living quarters that can be easily removed from the premises will be allowed.

BUILDING

10. The existing building shall be used by the Lessee for the purpose of selling food, for selling commodities, and for the purpose of providing appropriate facilities for the general public. Said building shall be maintained by Lessee. Lessee may, upon approval of Lessor, sublease portions of its building and premises for various purposes including, but not limited to, jet ski rental and boat rental and vendor activities. Sublessees shall abide by and comply with all conditions of the lease agreement of Lessee. All payments received from subleasing shall be included in Lessee's bookkeeping procedures. Lessee shall provide metal garbage containers in adequate numbers to permit disposal of all garbage and rubbish. Lessee shall be responsible for all costs associated with disposal of garbage and rubbish.

MINIMUM HOURS

11. Minimum hours of operations of the marina will be from 9:00 a.m. to 7:00 p.m. during the months of March through October. No minimum hours shall be required for the remaining months of the year.

CAMPING AND PARK FACILITIES

12. The camper hook-up facilities shall be used by Lessee for the purpose of leasing campsites to the general public and related camping services. All revenue generated from campsite facilities shall be retained by Lessee. Lessee shall be responsible for the operation and maintenance of the existing camper hook-ups, restrooms, and any other buildings or facilities in the campground and park areas. Use of campsites shall be subject to the following provisions:

13. Camping Fees. Lessee may establish its own rates for daily, weekly and monthly use of campsites. Lessee shall provide Lessor with a schedule of such rates.

14. Camping Regulations. Campers shall be permitted to stay in the park for 14 successive days. At the end of this period the camper must physically vacate the park and leave the premises for a period of five (5) days; provided however, Lessee may, at its option, extend the fourteen (14) day time period for successive fourteen (14) day periods up to a maximum of six (6) months. Long-term campers are classified as those who stay over fourteen (14) days, and no more than twenty-four (24) camping spaces shall be leased to long-term campers.

15. Maintenance of Campsites. Lessee is responsible to insure campsite areas are kept and maintained in good and tenantable condition and appearance, free of all domestic items (swing sets, picnic tables, bicycles, satellite dishes etc.). Lessee shall provide metal garbage containers in adequate numbers to permit disposal of all garbage and rubbish in the campsite area. Containers shall be collected and disposed of as frequently as may be necessary to insure that the containers do not overflow. Lessee shall be responsible for all costs associated with disposal of garbage and rubbish.

CITY CAMPING PERMITS

16. Lessee shall be authorized to issue City camping permits and collect for same at the appropriate camping fee for Lake Nasworthy Park. Funds received and receipts from such collections shall be delivered to the Parks & Recreation Department at the end of each month, with Lessee to deduct twenty-five percent (25%) of the total collections for providing this service.

ANNUAL FEES

17. Lessee is authorized to sell annual entrance permits as specified by city ordinance and one hundred percent (100%) of revenue received during the lease term shall be delivered to the Parks & Recreation Department on or before the fifth (5th) day of each calendar month.

TREES

18. No trees may be removed from the leased premises without the prior written consent of the Director of Parks & Recreation of the City of San Angelo.

BUILDING STANDARDS

19. No improvements or construction work of any kind, including but not limited to, piers, pumphouses, water wells, storage buildings, fences, excavations, fills, and other types of structures or improvements, shall be built or performed on leased premises without prior approval of the Permits Department, Parks & Recreation Department, Water Utilities Department, Zoning Board of Adjustment, Planning Commission, and/or City Council, as applicable.

20. Lessee agrees to comply with all provisions of the Official Code of the City of San Angelo ("Code"), as such now exists or may hereafter be amended including, but not limited to, those provisions regarding building permits and permit fees; inspections and fees building, plumbing, electrical, and fire standards or requirements; and the regulation of septic tanks.

21. After any permit is granted, Lessee expressly agrees that all improvements or construction work shall be built or performed in strict compliance with the terms of the permit and Council approval granted with the approval of the Director of Parks and Recreation, that construction shall commence within six (6) months following the date of the permit, and that all construction shall be completed within one (1) year of the date of the permit as set forth in the building code regulations.

22. Lessee may request from the City Council a variance or deviation from any term or condition contained herein.

23. The Council, prior to granting any extension of an existing lease or a new lease covering the leased premises, shall have the right to review the leased premises and improvements thereon and submit in writing to the Lessee the requirements, if any, which shall attach to and become a part of this Lease, necessary for compliance with the above-mentioned provisions of Code. Failure of Lessee to abide by and comply with said requirements will be grounds to terminate this Lease or any extension thereof.

**CONDITION OF PREMISES
NO WARRANTY**

24. LESSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE.

MAINTENANCE

25. Lessee agrees to keep and maintain any and all structures erected or caused to be erected or placed on the leased premises in good and tenantable condition, to maintain its appearance, and to landscape and keep said premises cleared of all objectionable matter, things, and vegetation. Leased premises shall not be used for the outside storage of materials for unreasonable lengths of time. In the event Lessee shall fail to maintain leased premises in a manner acceptable to the Director of Parks and Recreation, then after notice to Lessee, the Director of Parks and Recreation shall have the power and express authority to cause leased premises to be cleaned, cleared, and mowed. Lessee expressly authorizes the cost of any such clearing, cleaning, and mowing to be billed to it or added to the next rental payment, with interest at the rate of ten percent (10%) per annum beginning thirty (30) days from the date on which the work was completed, and continuing until such cost is paid in full. Lessee further agrees to return said premises in as good or better condition than as received from Lessor. Lessee will practice good housekeeping and will obey all health and sanitary laws and regulations of the United States, the State of Texas, and the City of San Angelo.

RESPONSIBILITY

26. The parties hereto acknowledge that the leased premises are within an area subject to overflow and flooding and it is expressly agreed between the parties that neither Lessor nor any of its agents or employees shall be liable to Lessee for any damages caused in any manner, negligent or otherwise, by high water or floods at Lake Nasworthy, nor by the rivers or creeks which serve as sources of supply or diversion channels, nor by reason of any work deemed necessary in Lessor's sole judgment in the maintenance of said Lake and sources of supply or diversion channels and all damages occasioned thereby are hereby waived, and when Lessor (or any agent thereof) deems it necessary to enter on the leased premises for any of the above purposes, its judgment shall be conclusive. It is further expressly agreed between the parties that if Lessor should be required to contain flood waters and increase the size of Lake to such extent that the herein leased premises or any part thereof are submerged, Lessor shall, with all diligence, attempt to notify Lessee herein of its intention to submerge said property, and Lessor shall not be responsible or liable for any claim or claims for damages occasioned hereby.

27. Lessee expressly releases Lessor, its officers, agents, and employees from any and all claims for damages of any kind by reason of the condition of the premises hereby leased, or any improvements thereon or any damages incurred in the enjoyment or exercise of the privileges granted hereunder, or for damage to its person or property caused by the opening of the gates at Nasworthy Dam, the lowering of the normal water elevation in the lake, or due to flood or high water, or any fluctuating water levels which may arise in the use and operation of Lake Nasworthy, or in the joint use and operation of Lake Nasworthy, San Angelo Reservoir, and Twin Buttes Reservoir for the purposes of recreation, irrigation, and water supply, or for any other purpose.

28. Lessee further agrees to indemnify and hold Lessor, its officers, agents, and employees, free and harmless from any claims for damages or injury, including death, to persons or property, or any liability incurred as a result of the exercise of the privileges conferred by this Lease, and agrees to reimburse Lessor for any expenses incurred in the defense of any such claim, including reasonable attorney's fees and court costs actually incurred.

29. Lessee shall indemnify and procure and maintain insurance as provided for on **Exhibit "E"**, incorporated herein by reference for all purposes.

LIMITATIONS OF LESSEE IN LEASED PREMISES AVAILABILITY AND USE OF LAKE WATER

30. Lessor in no way guarantees the accessibility of water to the leased premises nor the level of water in Lake Nasworthy.

31. Lessee can use water from for domestic purposes and water of existing trees and shrubs; but no water is to go off the premises. Use of water for irrigation, other than lawn watering, is expressly prohibited. Lessee shall use water in a conservative manner, and any abusive use of water shall be grounds for denying the use of water to Lessee. Lessee shall pay the applicable water use charge as set by Lessor, for water or raw water usage, as the case may be. Lessee shall provide and maintain any and all pumping, storage, and distribution piping needed to supply water to any building or area where lessee wants water service.

WATER, SEWAGE, PAVING IMPROVEMENTS

32. In the event Lessor lays sewer and/or water lines on, adjacent to or in the vicinity of the leased premises, Lessee agrees to pay the pro rata front-foot cost of laying said line or lines as established by and in accordance with City policies then in existence.

33. Lessee expressly agrees that if City water or sewer lines are ever located within 200 feet of the leased premises, Lessee will tie on to such service at its own expense at the price established for that specific area.

34. In the event Lessor institutes a paving program abutting the leased premises, Lessee shall pay his pro rata share of paving, curbing and gutter costs pursuant to the prevailing City policies.

RESERVATIONS AND EASEMENTS

35. Lessor, its agents or assigns, reserves the privilege and right at any time to execute and deliver valid oil, gas and other mineral leases upon the leased premises, and valid right-of-way easements for gas, oil, water, or wastewater pipelines, telephone, telegraph or electric pole transmission lines on said premises, or any part thereof, and in such event this Lease shall be subject and subordinate to the rights, terms and privileges of any such oil, gas and other mineral leases or such easements as may have been executed heretofore or hereafter by Lessor, its agents or assigns.

36. An easement across leased premises is hereby retained by Lessor for the purpose of laying sewer and water lines and/or for necessary rights-of-way for roads, alleys or other thoroughways.

SUSPENSION OF PRIVILEGES FOR HEALTH MATTERS/ PUBLIC PURPOSES

37. It is expressly understood and agreed that Lessor may at any time, without notice to Lessee, suspend or revoke any and all privileges granted herein for such length of time as in its sole judgment is necessary for the purpose of suppressing or arresting an epidemic of any contagious or infectious disease, or when, in its sole judgment, any suspension of privileges is necessary to protect the health of the water consumers of San Angelo, Texas.

38. If Lessor shall deem that leased premises are required for any public purpose, Lessor shall have the right to terminate this Lease by giving ninety (90) days written notice to Lessee of such termination; and Lessee agrees to promptly deliver possession of leased premises to Lessor; and this Lease shall terminate upon the expiration of ninety (90) days after the date of such notice.

NO ENCUMBRANCES

39. Lessee shall not have the right to encumber the fee simple. This provision shall not prohibit Lessee from encumbering his leasehold interest, personal property or improvements made by him which may be removed from the realty without injury to the realty; provided however, that no mortgage nor anyone who claims by, through or under such mortgage or deed of trust shall, by virtue of such mortgage or deed of trust, acquire any greater or more extended rights than Lessee has under this Lease but such mortgage or deed of trust shall be in every respect subject, subservient and subordinate to all of the conditions, provisions, requirements, covenants and obligations of this Lease. The mortgagee under any such deed of trust or mortgage shall have the right to assume this Lease and perform its terms and conditions to protect itself.

TRANSFER, ASSIGNMENT, AND SUBLETTING

40. Lessee may not transfer or assign the leased premises, in whole or in part, without the prior written consent of Lessor. Any such transfer or assignment shall be evidenced in writing, properly executed and acknowledged by both parties thereto and a copy shall be delivered to Lessor, and the original shall be recorded in the office of the County Clerk of Tom Green County, Texas. Lessee may sublet the building and premises leased hereunder in accordance with this Lease.

DEBTS RELATED TO LEASED PREMISES UTILITIES

41. Any utility charges shall be paid in full by Lessee when due. Failure to pay such charges shall, at the option of Lessor, result in forfeiture of this Lease.

TAXES

42. It is further understood and agreed that Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease may be levied on or assessed against the leased premises and all interest therein and all improvements and other property thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable. Lessee shall pay all such taxes, charges, and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Lessee agrees to indemnify and save harmless Lessor from all such taxes, charges and assessments. Failure to pay such taxes and special assessments as provided herein shall, at the option of Lessor, result in forfeiture of this Lease.

INCIDENTAL CHARGES

43. Lessee shall pay or cause to be paid all incidental charges, such as permit fees, incurred in connection with its operations and use of the leased premises.

TERMINATION OF LEASE ABANDONMENT/DEFAULT

44. In the event Lessee shall (1) abandon the premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Lessee and such default continues for a period of thirty (30) days, Lessor shall have the right to terminate this Lease. Lessor will give Lessee thirty (30) days' written notice of its intention to terminate the lease, and Lessee will have such thirty (30) days within which to cure such default and thereby avoid termination. Notice shall be sufficient if delivered to Lessee at the address specified in this Lease or at such other address as Lessee may in writing designate to Lessor.

POSSESSION

45. Lessee agrees at the termination of this Lease to deliver possession peacefully to Lessor or its agents or employees; and if it fails to give peaceful possession, Lessor may take forceful possession of said premises and eject all parties therefrom without being guilty of trespass; and all damages occasioned thereby are hereby waived.

REMOVAL OF IMPROVEMENTS

46. All buildings and other improvements placed on the property by Lessee shall remain on the property and become the property of Lessor. All personal property remaining on the premises after the expiration of sixty (60) days following the termination of this Lease, however terminated, shall be deemed abandoned by Lessee and shall become the property of Lessor.

OTHER REMEDIES

47. Any termination of this Lease as provided in this article shall not relieve Lessee from the payment of any sum or sums that are due and payable to Lessor under the lease, or any claim for damages then or previously accruing against Lessee under this Lease, and any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default under this Lease. All rights, options, and remedies of Lessor contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Lessor of a breach of any of the covenants, conditions, or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Lease.

MISCELLANEOUS RELATIONSHIP OF LESSOR AND LESSEE

48. The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

HEADINGS

49. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease.

HOLD OVER

50. It is distinctly understood and agreed by and between Lessor and Lessee that any holding over by Lessee of the herein leased premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor.

ENTIRE AGREEMENT/AMENDMENTS

51. This Lease constitutes the entire agreement between the parties, and Lessor is not bound by any agreement, condition or stipulation, understanding or representation made by any of Lessor's agents not contained herein. No amendment to this Lease shall be effective unless such is in writing and signed by both parties.

TERMS OF THE ESSENCE

52. **IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION, AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE, THE VIOLATION OF WHICH SHALL ENTITLE LESSOR, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.**

TEXAS LAW TO APPLY

53. The parties hereby agree that Texas law will control the interpretation or enforcement of this Lease. This Lease has been executed in Texas, and all obligations hereunder are performable in Tom Green County, Texas.

INVALID OR ILLEGAL PROVISIONS

54. If any provision of this Lease is held invalid as to any person or set of circumstances, such holding shall not affect the validity of any remaining provisions of this Lease or any provision's application to other persons not similarly situated or to other circumstances.

SUPERSEDES PRIOR AGREEMENTS

55. If this Lease replaces another lease, all prior agreements are superseded by this Lease.

REIMBURSEMENT OF LESSOR'S EXPENSES

56. Lessee shall pay, on demand, all of Lessor's expenses including, but not limited to, attorney's fees and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to, collection of rental fees and collection of utility payments, taxes and other legitimate assessments.

SUCCESSORS AND ASSIGNS

57. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns, where permitted by this Lease.

CONSTRUCTION PROJECTS

58. All improvements constructed, installed, or placed on or about the Leased Premises shall be continuously maintained in good repair and safe, useable condition by Lessee.

59. All work performed by the Lessee pursuant to this Lease shall be performed in a workmanlike manner and in compliance with applicable law, rules, and regulations.

INDEMNIFICATION

60. **INDEMNIFICATION:** Lessees, individually and jointly, shall indemnify, defend and hold the City of San Angelo/Lessor, its officers, officials, agents, board members, commission members, council members and employees free and harmless from and against any and all judgments, claims, actions, suits, demands, proceedings, costs, penalties, fines, damages and liabilities, including attorney's fees and expenses, asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons, or loss or damage to property, arising out of, or resulting from any acts or omissions of Lessees or either of them, or Lessee's agents, employees, contractors, subcontractors, or suppliers of the foregoing, as a consequence of Lessee's execution or performance of this LEASE AGREEMENT, or as a consequence of the conduct of Lessee's business on the leased premises and improvements and facilities relating thereto. Nothing herein shall require Lessee to indemnify, defend, or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct. This provision shall survive termination of this LEASE AGREEMENT, and shall terminate four (4) years following the expiration of the Lease Agreement.

NOTICES

61. All notices concerning this Lease shall be in writing and delivered to the parties at the addresses below:

Lessee: Lee Brown and Gale Brown
2680 Camper Road
San Angelo, Texas 76904

Lessor: City of San Angelo
Parks and Recreation Department
702 South Chadbourne
San Angelo, TX 76903

[signature page follows]

EXECUTED in duplicate originals at San Angelo, Tom Green County, Texas on this the 20th day of November, 2015

CITY OF SAN ANGELO, LESSOR

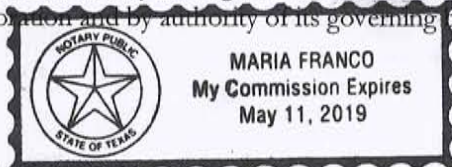
[Signature]
Daniel Valenzuela, City Manager

LESSEE

[Signature]
Lee Brown
[Signature]
Gale Brown

STATE OF TEXAS)
)
COUNTY OF TOM GREEN)

This instrument was acknowledged before me on the 20th day of November, 2015, by **DANIEL VALENZUELA**, as City Manager of the CITY OF SAN ANGELO, a Texas municipal corporation, on behalf of said corporation and by authority of its governing body.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF TOM GREEN)

This instrument was acknowledged before me on the 20th day of November, 2015, by LEE BROWN.



STATE OF TEXAS)
)
COUNTY OF TOM GREEN)

[Signature]
Notary Public, State of Texas

This instrument was acknowledged before me on the 20th day of November, 2015, by GALE BROWN.



[Signature]
Notary Public, State of Texas

**COMMERCIAL LEASE AGREEMENT
SPRING CREEK MARINA**

**CITY OF SAN ANGELO
AND
LEE AND GALE BROWN**

Approved as to Insurance Requirements:



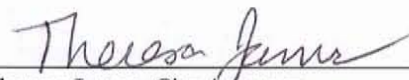
Charles Hagen, Risk Manager

Approved as to Contents:



Carl White, Parks and Recreation Director

Approved as to Form:



Theresa James, City Attorney

LAKE NASWORTHY

Exhibit "A"

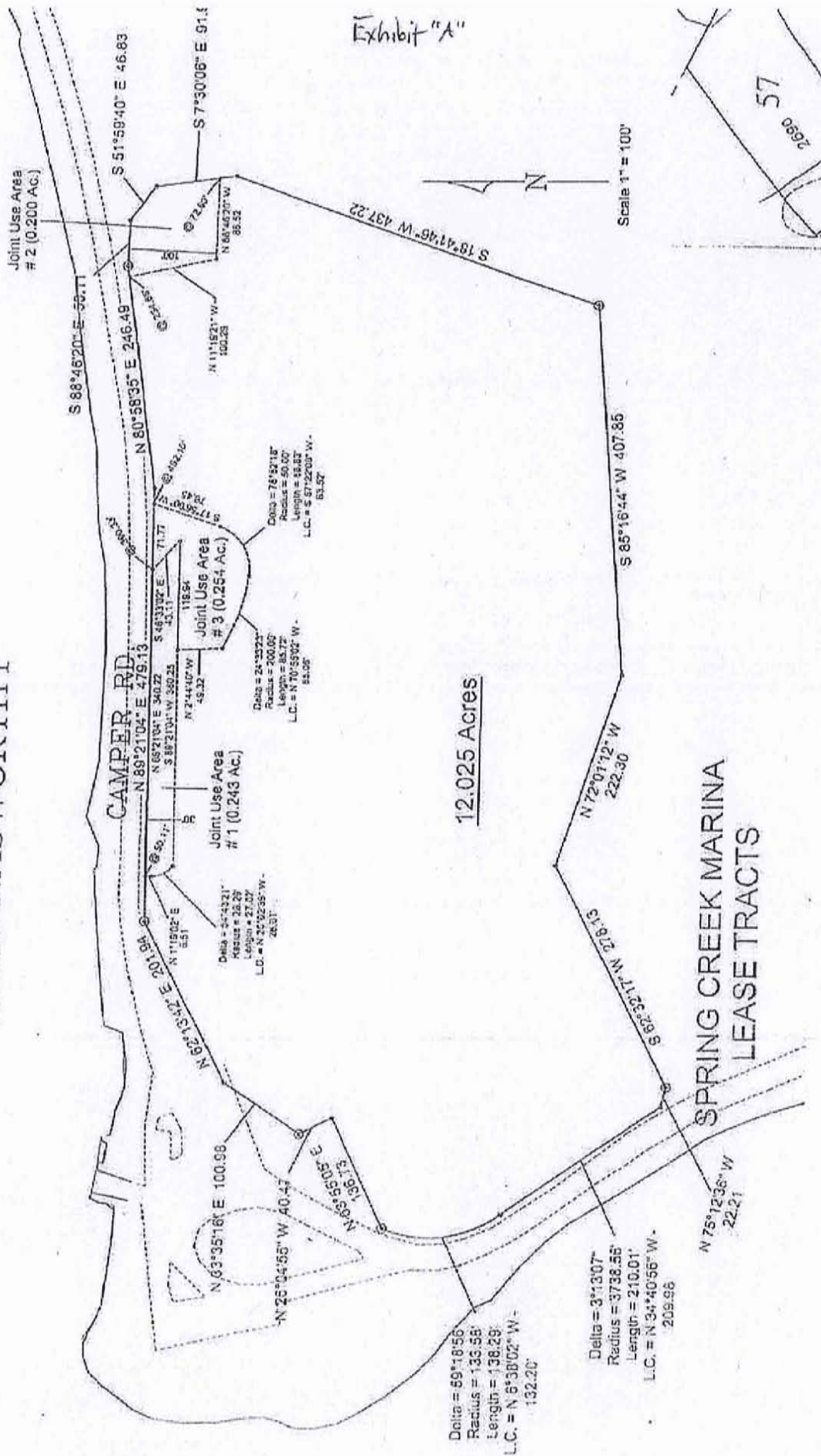


Exhibit "A"

Field Notes

12.025 Acres

Being an area of 12.025 acres of land out of Hrs. of P. Kurzenbacker Survey 647, Abstract No. 1566 and Hrs. of J.J. Schaefer Survey 646, Abstract No. 1882 and also being out of Tracts 20 and 21 described and recorded in Volume 295, Page 526, Deed Records of Tom Green County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found for a northwestern corner of this tract whose Texas State Plane Coordinate System (NAD 27 Texas Central Zone) coordinates are X=1944202.26, Y=621920.06;

Thence N. 62°13'42" E. a distance of 201.94 feet to a set 5/8" iron rod;

Thence N. 89°21'04" E. at 50.11 feet pass a 5/8" iron rod for the northwest corner of Joint Use Area #1 (0.243 Ac.), at 390.33 feet pass a 5/8" iron rod for the northeast corner of said Joint Use Area #1, in all a distance of 479.13 feet to a point of intersection in an existing pipe rail fence;

Thence N. 80°58'35" E. at 234.65 feet pass a pipe rail fence opening for the northwest corner of Joint Use Area #2 (0.200 Ac.) in all a distance of 246.49 feet to an aluminum monument set on a 5/8" iron rod;

Thence S. 88°46'20" E. a distance of 50.11 feet to a pipe rail fence opening and an angle corner of this tract;

Thence following said pipe rail fence S. 51°59'40" E. a distance of 46.83 feet to a point of intersection of said pipe rail fence;

Thence S. 7°30'06" E. at 72.80 feet pass a 5/8" iron rod for the southeast corner of said Joint Use Area #2 in all a distance of 91.92 feet to the end of said pipe rail fence;

Thence S. 18°41'46" W. a distance of 437.22 feet to an aluminum monument set on a 5/8" iron rod and the southeast corner of this tract;

Thence S. 85°16'44" W. a distance of 407.85 feet to a 1/2" iron rod found from which the end of a pipe rail fence bears N. 74°21'47" W. a distance of 1.63 feet;

Thence following said pipe rail fence N. 72°01'12" W. a distance of 222.30 feet to a point of intersection of said pipe rail fence and an angle corner of this tract;

Thence following or near said pipe rail fence S. 62°32'17" W. a distance of 278.13 feet to an aluminum monument set on a 5/8" iron rod;

Thence N. 75°12'36" W. a distance of 22.21 feet to a point of intersection of said pipe rail fence and the southwest corner of this tract and the beginning of a curve to the left;

Thence following said pipe rail fence and curve to the left whose radius is 3738.56 feet, central angle of $3^{\circ}13'07''$, arc length of 210.01 feet and whose long chord bears N. $34^{\circ}40'56''$ W. a distance of 209.98 feet to a point of reverse curvature;

Thence continuing along said pipe rail fence and a curve to the right whose radius is 133.58 feet, central angle of $59^{\circ}18'56''$, arc length of 138.29 feet and whose long chord bears N. $6^{\circ}38'02''$ W. 132.20 feet to an aluminum monument set on a $5/8''$ iron rod and from which a point of intersection of said pipe rail fence bears S. $22^{\circ}17'49''$ W. a distance of 3.39 feet;

Thence N. $63^{\circ}55'05''$ E. a distance of 136.73 feet to a $5/8''$ iron rod set and an angle corner of this tract;

Thence N. $26^{\circ}04'55''$ W. a distance of 40.47 feet to an aluminum monument set on a $5/8''$ iron rod and an angle corner of this tract;

Thence N. $33^{\circ}35'16''$ E. a distance of 100.98 feet to the place of beginning and containing an area of 12.025 acres of land.

Exhibit B: Joint Use Area #1

Field Notes

0.243 Acres

Being an area of 0.243 acres of land out of P. Kurzenbacker Survey 647, Abstract No. 1566 and Hrs. of J.J. Schaefer Survey 646, Abstract No, 1882 and also being out of Tracts 20 and 21 described and recorded in Volume 295, Page 526, Deed Records of Tom Green County, Texas and also being out of 12.025 acre tract described in Exhibit A attached hereto and made a part of and being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod set in the north line of said 12.025 acre tract whose Texas State Plane Coordinate System (NAD 27 Texas Central Zone) coordinates are X=1944431.05, Y=622014.72;

Thence following a north line of said 12.025 acre tract N. 89°21'04" E. a distance of 340.22 feet to a 5/8" iron rod set and the northeast corner of this tract;

Thence S. 46°33'02" E. a distance of 43.11 feet to a 5/8" iron rod set for the southeast corner of this tract;

Thence S. 89°21'04" W. a distance of 360.25 feet to a 5/8" iron rod set for the southwest corner of this tract and the beginning of a curve to the right;

Thence following a curve to the right whose radius is 28.29 feet, central angle of 54°43'21", arc length of 27.02 feet and whose long chord bears N. 26°02'39" W. a distance of 26.01 feet to the end of this curve and a 5/8" iron rod set;

Thence N. 1°19'02" E. a distance of 6.51 feet to the place of beginning and containing an area of 0.243 acres of land.

Exhibit C: Joint Use Area #2

Field Notes

0.200 Acres

Being an area of 0.200 acres of land out of P. Kurzenbacker Survey 647, Abstract No. 1566 and Hrs. of J.J. Schaefer Survey 646, Abstract No, 1882 and also being out of Tracts 20 and 21 described and recorded in Volume 295, Page 526, Deed Records of Tom Green County, Texas and also being out of 12.025 acre tract described in Exhibit A attached hereto and made a part of and being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod set in a north line of said 12.025 acre tract whose Texas State Plane Coordinate System (NAD 27 Texas Central Zone) coordinates are X= 1945091.79, Y= 622056.38;

Thence following a north line of said 12.025 acre tract N. 80°58'35" E. a distance of 11.84 feet to an aluminum monument set on a 5/8" iron rod;

Thence S. 88°46'20" E. a distance of 50.11 feet to a pipe rail fence opening and an angle corner of this tract;

Thence following said pipe rail fence S. 51°59'40" E. a distance of 46.83 feet to a point of intersection of said pipe rail fence;

Thence S. 7°30'06" E. a distance of 72.80 feet to a 5/8" iron rod set for the southeast corner of this Joint Use Area #2;

Thence N. 88°46'20" W. a distance of 88.52 feet to a 5/8" iron rod set for the southwest corner of this tract;

Thence N. 11°19'21" W. a distance of 100.29 feet to the place of beginning and containing an area of 0.200 acres of land.

Exhibit "D": Joint Use Area #3

Field Notes

0.254 Acres

Being an area of 0.254 acres of land out of P. Kurzenbacker Survey 647, Abstract No. 1566 and Hrs. of J.J. Schaefer Survey 646, Abstract No, 1882 and also being out of Tracts 20 and 21 described and recorded in Volume 295, Page 526, Deed Records of Tom Green County, Texas and also being out of 12.025 acre tract described in Exhibit A attached hereto and made a part of and being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod set in the north line of said 12.025 acre tract whose Texas State Plane Coordinate System (NAD 27 Texas Central Zone) coordinates are X=1944771.24, Y=622018.57;

Thence following a north line of said 12.025 acre tract N. 89°21'04" E. a distance of 71.77 feet to a 5/8" iron rod set and the northeast corner of this tract;

Thence S. 17°56'00" W. a distance of 78.45 feet to a 5/8" iron rod set for a point on the southeast line of this tract and the beginning of a curve to the right;

Thence following a curve to the right whose radius is 50.00 feet, central angle of 78°52'18", arc length of 68.83 feet and whose long chord bears S. 57°22'08" W. a distance of 63.52 feet to the end of this curve and a 5/8" iron rod set and a point of continued curvature;

Thence following a curve to the right whose radius is 200.00 feet, central angle of 24°33'23", arc length of 85.72 feet and whose long chord bears N. 70°55'02" W. a distance of 85.06 feet to the end of this curve and a 5/8" iron rod set;

Thence N. 2°44'40" W. a distance of 49.32 feet to a 5/8" iron rod set for the northwest corner of this tract;

Thence N. 89°21'04" E. a distance of 119.94 feet to a set 5/8" iron rod;

Thence N. 46°33'02" W. a distance of 43.11 feet to the place of beginning and containing an area of 0.254 acres of land.

EXHIBIT "E"
INSURANCE REQUIREMENTS

1. INDEMNIFICATION.

- 1.1 ENVIRONMENTAL INDEMNIFICATION. LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH OR RESULTING FROM OR ARISING OUT OF LESSEE'S HANDLING, COLLECTION, TRANSPORTATION, STORAGE, DISPOSAL, TREATMENT, RECOVERY, AND/OR REUSE BY ANY PERSON UNDER LESSEE'S DIRECTION OR CONTROL OF WASTE COLLECTED, TRANSPORTED OR LANDFILLED OR ANY CLEANUP ASSOCIATED WITH ENVIRONMENTAL CONTAMINATION, WHETHER SUCH CLEANUP IS OF AIR, SOIL, STRUCTURE, GROUND WATER OR SURFACE WATER CONTAMINATION. LESSEE SPECIFICALLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA CAUSED BY ACTS OR OMISSIONS OF LESSEE REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. LESSEE SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF LESSEE REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.

2. Insurance.

- 2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Lessee for the purpose of complying with this Contract.
- 2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
- 2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Lessee, with City, its council members, board and commission members, officials, agents, guests, invitees,

EXHIBIT "E"
INSURANCE REQUIREMENTS

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

- 2.1.3 Waiver of Subrogation. Lessee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 2.1.4 Certificates of Insurance. At or before the time of execution of this Contract, Lessee shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College, San Angelo, Texas 76903.
- 2.1.5 LESSEE Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Contract. Lessee's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.
- 2.2 Types and Amounts of Insurance Required. Lessee shall obtain and continuously maintain in effect at all times during the term hereof, at Lessee's sole expense, insurance coverages as follows with limits not less than those set forth below:

EXHIBIT "E"
INSURANCE REQUIREMENTS

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

\$ 1,000,000.00 General Aggregate
\$ 1,000,000.00 Products- Completed Operations
\$ 1,000,000.00 Personal & Advertising Injury
\$ 500,000.00 Each Occurrence
\$ 100,000.00 Fire Damage (any one fire)

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

\$ 500,000.00 Combined Single Limit

- 2.2.3 Liquor Liability. This insurance shall be in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be as follows:

\$ 1,000,000.00 Combined Single Limit, each occurrence

EXHIBIT "E"
INSURANCE REQUIREMENTS

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

Statutory Amount	Workers' Compensation
\$ 100,000.00	Employer's Liability, Each Accident
\$ 100,000.00	Employer's Liability, Disease – Each Employee
\$ 500,000.00	Employer's Liability, Disease – Policy Limit

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rowley Insurance 6805 Guadalupe Austin TX 78752		CONTACT NAME: Commercial Lines PHONE (A/C, No, Ext): (512) 454-6655 FAX (A/C, No): (512) 452-9018 E-MAIL ADDRESS:	
INSURED SPRING CREEK MARINA & RV PARK INC DBA SPRING CREEK MARINA & RV PARK 2680 CAMPER RD SAN ANGELO TX 76904		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Co INSURER B: Markel Ins Co (FC) INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL15111300196

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		CPA4624637-12	2/23/2015	2/23/2016	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		CPA4624637-12	2/23/2015	2/23/2016	GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY	X		CPA4624637-12	2/23/2015	2/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						PIP-Basic \$ 2,500
	☐ EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	☐ CLAIMS-MADE						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		MWC0027844-04	3/30/2015	3/30/2016	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED - carl.white@cosatx.us

CERTIFICATE HOLDER

CANCELLATION

CITY OF SAN ANGELO
17 W COLLEGE AVE
SAN ANGELO, TX 76903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rowley Ins/LENA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rowley Insurance 6805 Guadalupe Austin TX 78752		CONTACT NAME: Commercial Lines PHONE (A/C No. Ext): (512) 454-6655 FAX (A/C No.): (512) 452-9018 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
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COVERAGES	CERTIFICATE NUMBER: CL15111800225	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	CPA4624637-12	2/23/2015	2/23/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					GENERAL AGGREGATE \$ 1,000,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$					PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N/A				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE ☐ OTH-ER ☐
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED. HOST LIQUOR LIABILITY-\$1,000,000 PER OCCURENCE.
carl.white@cosatx.us

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SAN ANGELO
PO BOX 1751
SAN ANGELO, TX 76902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rowley Ins/STEPH

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Asst. Director of Operations, Operations, (325) 657-4206

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider awarding the purchase of Asset Management Software and Services to Data Transfer Solutions, LLC through HGAC Contract #HP10-17 in the amount of \$280,000, budgeted for purchase in fiscal year 2019 with \$48,000 budgeted annually, and authorizing the City Manager to execute any related documents (Patrick Frerich)

Summary/History:

The Public Works Department sought a solution for asset management to enhance the operations, both physical and fiscal, of its streets, water, sewer, stormwater, parks, and facilities operations. Staff identified its priorities and solicited vendors to demonstrate and eventually price their products and services. Staff chose VUEWorks, provided by Data Transfer Solutions, as the product that best fit the needs of the departments and their budgets.

VUEWorks will provide the City a proper method of planning and tracking work associated with its streets, water lines, sewer lines, and stormwater facilities. The City will also track labor, equipment, and materials usage and costs on work related to the City's infrastructure.

VUEWorks uses the City's existing GIS Mapping Structure and will allow informational tracking and enhanced access to information for decision-making and asset analysis.

Included in VUEWorks are advanced reporting and data mining capabilities for better planning and assignment of physical and fiscal resources based on customizable criteria. Other departments such as Parks, Facilities, and others will use the software as the City incrementally implements the program.

The purchase includes a one-time purchase of a License Fee, implementation, configuration and training. Also included is an annual maintenance cost of \$36,000 and a \$12,000 annual hosting fee.

Financial Impact:

The purchase of VUEWorks will include a one-time fee of \$280,000, a recurring annual cost of \$36,000 for Annual Maintenance, and a recurring annual cost of \$12,000 for Hosting. An optional \$150 per hour charge for additional configuration services are available and are included in the award.

All costs will be shared between the general, stormwater, water, and sewer funds.

Other Information/Recommendation:

Staff recommends awarding the purchase of Asset Management Software to Data Transfer Solutions, LLC through HGAC Contract #HP10-17.

Attachments:

- HGACbuy Contract Pricing Sheet
DTS_Updated_20170110_San Angelo.xlsx

Approvals/Reviews:

[illegible]



Contract Pricing Worksheets

Rev 06-03-09

NOTE: Purchase Orders are not valid unless accompanied by the completed worksheet and the customer's order. Fax the completed worksheet and the customer's order to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheets. The first is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

Date
Prepared:

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	
---------------	--	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet 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
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

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

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

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: #DIV/0!

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	0	=	Subtotal D:	0
-------------------	--	--------------------------	---	---	-------------	---

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
		Subtotal E:	0

Delivery Date: **F. Total Purchase Price (D+E):** 0



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

HP10-17

Date Prepared:

9/5/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of San Angelo, Texas	Contractor:	Data Transfer Solutions, LLC (DTS)
Contact Person:	Patrick Frerich	Prepared By:	Bart Williamson
Phone:	325-657-4206	Phone:	210-837-5249
Fax:		Fax:	
Email:	patrick.frerich@cosatx.us	Email:	bwilliamson@dtsgis.com
Catalog / Price Sheet Name:			
General Description of Product:			
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary			
Quan	Description	Unit Pr	Total
1	VUEWorks Enterprise License Agreement (100 Concurrent Users) (20% Discount Medium Size Agency)	280000	280000
	License fee \$180,000, \$100,000 implementation, training, and configuration services		0
1	VUEWorks Hosting-DTS Cloud (Consuming City's Map Service)(\$12,000 annually)	12,000	12000
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			292000
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)			
Quan	Description	Unit Pr	Total
	* Annual Maintenance cost is \$36,000 billed after go live date		0
	*Additional configuration services at \$150 per hour		0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges			
Subtotal C:			0
Delivery Date:		D. Total Purchase Price (A+B+C):	
		292000	

Date Prepared:

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	
---------------	--	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

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
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

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
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

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:

#DIV/0!

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	0	=	Subtotal D:	0
-------------------	--	--------------------------	---	---	-------------	---

E. H-GAC Order Processing Charge (Amount Per Current Policy)**Subtotal E:****F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

Description	Cost	Description	Cost
			Subtotal F: 0

Delivery Date:

G. Total Purchase Price (D+E+F):

0

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider awarding RFP PK-01-19 Comprehensive Parks and Recreation Master and Strategic Plan to Dunaway Associates (Midland, TX) for professional services in the amount of \$70,000 budgeted for purchase, fiscal year 2019, and authorizing the City Manager to execute any related documents (Carl White)

Summary/History:

The Parks and Recreation Department is working towards updating our strategic master plan. It is standard and professional practice for a parks and recreation department to have a strategic master plan developed within no more than 5 years. Our last master plan was completed in 2012.

Staff solicited proposals for this work and received four submissions. A committee reviewed these proposals and the clear choice to recommend is Dunaway Associates.

Master plans generally have: 1) a comprehensive inventory of parks and recreation facilities and programs, 2) results of a comprehensive citizen survey regarding parks and recreation facilities and programs, 3) an analysis of the citizen survey showing facilities and programs prioritized and evaluated, and 4) strategies to address the needs of the system including filling service holes, new park development, park renovation, open space, programs, revenue generation, and funding (especially grants). This next master plan would include an "Active Living Plan" that shows how the community is working together to improve overall health. This Active Living Plan is funded by a grant, which is helping to pay for the overall master plan.

Master plans serve several important purposes and, quite frankly, pay for themselves more than ten-fold in the long-run. Since 2001, the City has spent about \$130,000 on developing 3 master plans (2001, 2005, and 2012). Having these completed have helped us secure about \$1,780,000 in funding from TPWD granting programs. These include \$640,000 for the development of the popular Kirby Community Park, \$640,000 for redevelopment of the river parks and trails downtown and \$500,000 for the Middle Concho Park boat ramp and improvements. To be eligible for most TPWD grants, our master plan must be adopted by City Council, on-file with TPWD and no more than 5 years old at the time of grant application.

Master plans also give us clear and explicit input from our citizens regarding their needs, helping us direct our efforts most efficaciously.

Financial Impact:

We are not asking for additional funds to commission the plan. We have confirmed that the new plan will cost no more than \$70,000 and need to hire a consultant, through RFQ process, to produce the plan. We have secured \$32,500 in grant funding through the Texas Healthy Communities Initiative. To complete and match this funding, we are using year-to-date savings from Parks and Recreation salaries in the amount of \$37,500. At the end of FY Qtr 1 (Oct.-Dec.), we had saved \$59,000. Most of these savings comes from Parks salaries, as Parks continues to experience a shortage of

manpower and has been averaging about 10 unfilled positions each month.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | Comprehensive Parks and Recreation Master and Strategic Plan PK | Comprehensive Parks and Recreation Master and Strategic Plan PK.docx |
| 2. | PK-01-19 Acknowledgement Worksheets | PK-01-19 Acknowledgement Worksheets.pdf |

Presentation:

Approvals/Reviews:

Carl White	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

Comprehensive Parks and Recreation Master and Strategic Plan PK-01-19
Review Comments of Submittals
(March 31, 2019)

Dunaway Associates

- Working in cooperation with Pros Consulting (+)
- Fee proposal near budget (+)
- Very well qualified (+)
- Strong regional presence (+)

Design Workshop

- Very well qualified (+)
- Seem to have less experience than others (-)
- High fee proposal (-)

Hitchcock Design Group

- Very well qualified (+)
- Team member involved in senior/health related living designs (+)
- Fee proposal over budget (-)
- Proposal approach seemed lacking, compared to the others (-)
- Proposal seemed less aware of San Angelo specifics, compared to the others (-)
- Team members have Texas connections, but work shown does not seem focused on Texas (-)

Parkhill, Smith & Cooper

- Requires more community participation (+)
- Working in cooperation with GreenPlay (+)
- Very well qualified and experienced (+)
- Fee proposal over budget (-)
- Active Living Plan not addressed in proposal except in fee (-)
- Proposal approach seemed lacking, compared to the others (-)



CITY OF SAN ANGELO

RFP Acknowledgment * PK-01-19 / San Angelo Comprehensive Parks and Recreation Master and Strategic Plan

March 22, 2019 at 2:00pm

	Proposals Received	City	State
1	Dunaway Associates	Midland	TX
2	Design Workshop	Austin	TX
3	Parkhill, Smith, & Cooper	Frisco	TX
4	Hitchcock Design Group	Austin	TX

	Mailed to:	City	State
1	Duncan Sims Stofeels, Inc.	Garland	TX
2	Schrickel, Rollins & Associates, Inc.	Arlington	TX
3	Dunaway Associates	Midland	TX
4	Pros Consulting	Indianapolis	IN
5	Kendig Keast Collaborative	Sugar Land	TX
6	Barker Rinker Seacat Architecture	Grapevine	TX
7	Green Play, LLC	Louisville	CO
8	Clark Condon Associate	Houston	TX

RFP Acknowledgment * PK-01-19 / San Angelo Comprehensive Parks and Recreation Master and Strategic Plan

Submission Evaluation Points

Committee Member: Carl White		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Max Pts				
Firm's background and experience	30	26.00	24.00	28.00	26.00
Firm's approach and methodology	20	18	18	16	18
Firm's personnel assigned and related experience	10	8	10	8	10
Firm's proposed timeline	10	8	8	10	8
Firm's references	10	10	10	10	10
Firm's proposed fees	20	16	14	6	8
Total Score	100	86.00	84.00	78.00	80.00

Committee Member: Sandra Villareal		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Max Pts				
Firm's background and experience	30	29.00	29.00	28.00	30.00
Firm's approach and methodology	20	18	18	15	20
Firm's personnel assigned and related experience	10	9	9	9	10
Firm's proposed timeline	10	9	9	10	9
Firm's references	10	10	10	10	10
Firm's proposed fees	20	10	10	5	10
Total Score	100	85.00	85.00	77.00	89.00

Committee Member: Roger Haviak		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Max Pts				
Firm's background and experience	30	22.00	18.00	28.00	24.00
Firm's approach and methodology	20	18	15	13	14
Firm's personnel assigned and related experience	10	5	7	8	8
Firm's proposed timeline	10	8	8	8	8
Firm's references	10	8	8	8	8
Firm's proposed fees	20	18	15	12	13
Total Score	100	79.00	71.00	77.00	75.00

Committee Member: Brent Casey		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Max Pts				
Firm's background and experience	30	30.00	25.00	25.00	25.00
Firm's approach and methodology	20	20	20	20	20
Firm's personnel assigned and related experience	10	10	10	10	10
Firm's proposed timeline	10	8	10	10	10
Firm's references	10	10	10	10	10
Firm's proposed fees	20	8	8	6	7
Total Score	100	86.00	83.00	81.00	82.00

Committee Member: Mike Hitchcock		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Max Pts				
Firm's background and experience	30	28.00	29.00	30.00	25.00
Firm's approach and methodology	20	16	16	20	15
Firm's personnel assigned and related experience	10	10	10	10	8
Firm's proposed timeline	10	10	5	10	9
Firm's references	10	10	10	10	10
Firm's proposed fees	20	10	10	5	10

Each committee member must provide a written justification for each score less than the max points that could be awarded on the submission review:

Total Score	100	84.00	80.00	85.00	77.00
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Committee Member: Laurie Dicello		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Max Pts				
Firm's background and experience	30	30.00	29.00	30.00	29.00
Firm's approach and methodology	20	20	20	20	20
Firm's personnel assigned and related experience	10	10	10	10	9
Firm's proposed timeline	10	9	10	9	10
Firm's references	10	10	10	10	10
Firm's proposed fees	20	18	15	18	15
Total Score	100	97.00	94.00	97.00	93.00

Overall Score

		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Submission Evaluation	100	86.00	84.00	78.00	80.00
Total Score		86.14	83.00	81.86	82.29

Ranking Worksheet
RFP Acknowledgment * PK-01-19 / San Angelo Comprehensive Parks and Recreation Master and Strategic Plan

Committee Member: Carl White		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Max Pts				
Submission Evaluation	100	86	84	78	80
Interview	100				
Total Score	200	86.00	84.00	78.00	80.00

Committee Member: Sandra Villareal		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Points				
Submission Evaluation	100	85	85	77	89
Interview	100				
Total Score	200	85.00	85.00	77.00	89.00

Committee Member: Roger Havlak		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Points				
Submission Evaluation	100	79	71	77	75
Interview	100				
Total Score	200	79.00	71.00	77.00	75.00

Committee Member: Brent Casey		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Points				
Submission Evaluation	100	86	83	81	82
Interview	100				
Total Score	200	86.00	83.00	81.00	82.00

Committee Member: Mike Hitchcock		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Points				
Submission Evaluation	100	84	80	85	77
Interview	100				
Total Score	200	84.00	80.00	85.00	77.00

Committee Member: Laurie Dicello		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Points				
Submission Evaluation	100	97	94	97	93
Interview	100				
Total Score	200	97.00	94.00	97.00	93.00

Committee Member Summary		Dunaway Associates	Design Workshop	Parkhill, Smith, & Cooper	Hitchcock Design Group
Category	Total Points				
Submission Evaluation	500	433.00	417.00	410.00	419.00
Interview	500	0.00	0.00	0.00	0.00
Total Score	1000	433.00	417.00	410.00	419.00
Ranking		1	3	4	2

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

NOTE: Attach the Committee Member Summary and the Written Justification to your Agenda Background Memo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider approving Buyboard Contract #521-16 from Rush Medium Duty Truck Center (Dallas, TX) in the amount of \$167,869 budgeted in fiscal year 2019 for the purchase of a Sewer Closed Circuit Digital Camera Van and authorizing the City Manager to execute any related documents (Lance Overstreet)

Summary/History:

Buyboard pricing was requested for the purchase of a Sewer Closed Circuit Digital Camera Van to be utilized within the Sewer Collections Division. This equipment is vital to the maintenance and repair of the City's sewer infrastructure. Currently, this Division utilizes one of these systems performing daily tasks. This Item will replace the aged and worn system that has exceeded its useful life. This purchase is to be made through a Buyboard contract with Rush Medium Duty Truck Center of Dallas as they are authorized to work with Lonestar Municipal Equipment and the Proteus camera system.

A total of five vendors/camera systems were evaluated and demos performed to sewer collection staff while researching viable options for this purchase. Lonestar Municipal Equipment proved to be the best value for the City, in features, the initial purchase and continued support.

Financial Impact:

Budgeted in fiscal year 2019 under the wastewater operating fund.

Other Information/Recommendation:

Staff recommends approval of Buyboard Contract #521-16 from Rush Medium Duty Truck Center of Dallas in the amount of \$147,790 budgeted in Fiscal Year 2019 for the purchase of one Sewer Closed Circuit Digital Camera Van. This is a replacement for one of the older systems that is currently experiencing age related repairs and dependability issues, and will replace that aged system.

Attachments:

- | | | |
|----|---------------------------|-------------------------------|
| 1. | camera system van quote | camera system van quote.pdf |
| 2. | camera system van quote 2 | camera system van quote 2.pdf |

Presentation:

Approvals/Reviews:

Lance Overstreet
Allison Strube
Theresa James

Created/Initiated
Approved
Approved

Anthony Wilson
Nolan Sosa
Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Approved
Approved
Approved
Final Approval

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor: RUSH TRUCK CENTER	Date Prepared: 3/15/2019
Contact for Vendor: COLTON KRUSE	Phone: (830) 320-5219
End User: City of San Angelo	
End User Contact: Lance Overstreet	Phone/Fax: (325) 657-4209
Product Description: Ford Transit with Sewer Camera System	

A: Base Price in Bid/Proposal Number: 521-16			Series: Transit			\$ 22,530.00	
B: Published Options(Itermize Below)							
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION	AMOUNT	
Ford	S4X	\$ 8,665.00		Ford	DR Controlled Air/Stereo & Bluetooth	\$ 995.00	
Ford	4.10 Limited Slip Axle	\$ 325.00		Ford	Back Up Alarm	\$ 125.00	
Ford	Dual Heavy Duty Batteries/High Capacity Upfitter Switches	\$ 380.00		RTC-0051	21 Pt. Rush Care Inspection	\$ 1,236.00	
Ford	Programmable Battery Cut Off/Reverse Sensing System	\$ 555.00		RTC-0126	500E	\$ 121,641.00	
Ford	Fixed Rear Door/Vinyl Sun Visors	\$ 325.00		RTC-1059	Lot Insurance	\$ 1,468.00	
Ford	2 Additional Keys/Cruise Control	\$ 400.00		RTC-1060	Floorplan Interest	\$ 1,449.00	
Subtotal Column 1: \$ 10,650.00			Subtotal Column 2: \$ 126,914.00				
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")							\$ 137,564.00

C: Subtotal of A + B						\$ 160,094.00	
D: Non Published Options							
Proteus Camera System with Strobes & Options		\$ 7,375.00					
Subtotal Column 1: \$ 7,375.00		Subtotal Column 2: \$ -					

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$ 7,375.00
--	-------------

E: Contract Price Adjustment (If any, explain here)		

F: Total of C + D +/- E	\$ 167,469.00
-------------------------	---------------

G: Quantity ordered Units: <u>1.00</u> x F	\$ 167,469.00
--	---------------

H: BUYBOARD Administrative Fee	\$ 400.00
--------------------------------	-----------

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 167,869.00
---	---------------



Rush Medium Duty Truck Center, Dallas
4000 Irving Blvd., Dallas, Texas, 752475816
Office: 214-631-2050

Customer Proposal

Prepared for:

Mr. Lance Overstreet
Assit. Dir., City of SanAngelo

Prepared by:

MIKE FOLEY
Office: 214-678-5920
Email: FOLEYM@RUSHENTERPRISES.COM

Date: 03/15/2019

Vehicle: 2019 Transit-350 Base
High Roof HD Ext. Cargo Van 147.6" WB
DRW

Quote ID: 3132019-4





Mr. Lance Overstreet
Assit. Dir., City of SanAngelo

Re: Vehicle Proposal

Dear Mr. Overstreet,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

MIKE FOLEY

214-678-5920
FOLEYM@RUSHENTERPRISES.COM



Selected Equipment & Specs

Dimensions

- * Exterior length: 266.1"
- * Exterior height: 109.4"
- * Front track: 68.5"
- * Turning radius: 23.9'
- * Front headroom: 56.6"
- * Front shoulder room: 67.9"
- * Maximum cargo volume: 487.3cu.ft.
- * Exterior width: 83.7"
- * Wheelbase: 147.6"
- * Rear track: 65.7"
- * Front legroom: 39.7"
- * Front hiproom: 67.5"
- * Cargo volume: 487.3cu.ft.

Powertrain

- * 275hp 3.7L DOHC 24 valve V-6 engine with Ti-VCT variable valve control, SMPI
- * ULEV II
- * Rear-wheel drive
- * Fuel Economy Cty: N/A
- * Capless fuel filler
- * Recommended fuel : regular unleaded
- * 6 speed automatic transmission with overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front independent strut suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist rack-pinion Steering
- * LT195/75SR16 CBSW AS front and rear tires
- * Rear rigid axle leaf spring suspension with HD shocks
- * Front and rear 16 x 7 silver steel wheels
- * Dual rear wheels

Body Exterior

- * 3 doors
- * Driver and passenger power remote, manual folding door mirrors
- * Black bumpers
- * Front and rear 16 x 7 wheels
- * Sliding right rear passenger
- * Black door mirrors
- * Clearcoat paint
- * 1 rear tow hook(s)

Convenience

- * Manual air conditioning
- * Cruise control with steering wheel controls
- * Driver 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * 1 1st row LCD monitor
- * Dual illuminated visor mirrors
- * Driver and passenger door bins
- * Rear HVAC
- * Power front windows
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * Wireless phone connectivity
- * Front cupholders
- * Full overhead console
- * Upfitter switches

Seats and Trim

- * Seating capacity of 2
- * 4-way driver seat adjustment
- * Driver armrest
- * Front bucket seats
- * 4-way passenger seat adjustment
- * Metal-look instrument panel insert

Entertainment Features

- * AM/FM stereo radio
- * External memory control
- * Fixed antenna
- * Auxiliary audio input
- * 4 speakers

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Light tinted windows
- * Tachometer
- * Trip computer
- * Trip odometer
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Camera(s) - rear
- * Parking sensors

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Airbag supplemental restraint system occupancy sensor
- * Manually adjustable front head restraints
- * Brake assist with hill hold control
- * AdvanceTrac w/Roll Stability Control Electronic stability control
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm

Dimensions

General Weights

Curb	5,843 lbs.	GVWR	10,360 lbs.
Payload	4,560 lbs.		

Front Weights

Front GAWR	4,130 lbs.	Front curb weight	3,004 lbs.
Front axle capacity	4,130 lbs.	Front spring rating	4,130 lbs.
Front tire/wheel capacity	4,298 lbs.		

Rear Weights

Rear GAWR	7,275 lbs.	Rear curb weight	2,849 lbs.
Rear axle capacity	7,275 lbs.	Rear spring rating	7,275 lbs.
Rear tire/wheel capacity	8,156 lbs.		

General Trailering

Towing capacity	6700 lbs.	GCWR	13000 lbs.
-----------------	-----------	------	------------

Fuel Tank type

Capacity	24.99 gal.	Capless fuel filler	Yes
----------	------------	---------------------	-----

Off Road

Load floor height	28 "
-------------------	------

Interior cargo

Cargo volume	487.3 cu.ft.	Maximum cargo volume	487.3 cu.ft.
Height	81.5 "	Length	172.2 "
Minimum width	54.8 "	Maximum width	70.2 "

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Spark

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Rush Medium Duty Truck Center, Dallas
4000 Irving Blvd., Dallas, Texas, 752475816
Office: 214-631-2050

2019 Transit-350, High Roof HD Ext.
Cargo Van
High Roof HD Ext. Cargo Van 147.6" WB DRW
Base(S4X)
Price Level: 950 Quote ID: 3132019-4

Selected Equipment & Specs (cont'd)

Injection	Sequential MPI	Liters	3.7L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Ti-VCT		
<i>Engine Spec</i>			
Bore	3.76"	Compression ratio	10.5:1
Displacement	228 cu.in.	Stroke	3.41"
<i>Engine Power</i>			
SAEJ1349 AUG2004 compliant	Yes	Output	275 HP @ 6,000 RPM
Torque	260 ft.-lb @ 4,000 RPM		
<i>Alternator</i>			
Type	HD	Amps	250
<i>Battery</i>			
Amp hours	70	Run down protection	Yes
Type	Dual		
<i>Engine Extras</i>			
Oil cooler	Yes		
<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
<i>Transmission Gear Ratios</i>			
1st	4.17	2nd	2.34
3rd	1.52	4th	1.14
5th	0.86	6th	0.69
Reverse Gear ratios	3.4		
<i>Transmission Torque Converter</i>			
Stall ratio	2.00		
<i>Transmission Extras</i>			
Sequential shift control	SelectShift	Oil cooler	Regular duty
<i>Drive Type</i>			
Type	Rear-wheel		
<i>Drive Feature</i>			
Limited slip differential	Mechanical	Traction control	ABS and driveline
<i>Drive Axle</i>			
Ratio	4.1		
<i>Exhaust</i>			
Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	ULEV II	EPA	Tier 2 Bin 8
<i>Fuel Economy</i>			

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Prepared for: Mr. Lance Overstreet, Assit. Dir., City of SanAngelo
By: MIKE FOLEY Date: 03/15/2019



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Base(S4X)
Price Level: 950 Quote ID: 3132019-4

Selected Equipment & Specs (cont'd)

Fuel type	Gasoline		
<i>Acceleration</i>			
0-60 mph (s)	9.19		
<i>1/4 Mile</i>			
Seconds	16.8	Speed	85 mph
<i>Skid Pad</i>			
Lateral acceleration (g)	0.6		
<i>Slalom</i>			
Speed	49 mph		
Driveability			
<i>Brakes</i>			
ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front
<i>Brake Assistance</i>			
Brake assist	Yes	Hill hold control	Yes
<i>Suspension Control</i>			
Ride	Regular	Electronic stability control anti-roll	Stability control with
<i>Front Suspension</i>			
Independence	Independent	Type	Strut
Anti-roll bar	Regular		
<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	HD		
<i>Rear Suspension</i>			
Independence	Rigid axle	Type	Leaf
<i>Rear Spring</i>			
Type	Leaf	Grade	Regular
<i>Rear Shocks</i>			
Type	HD		
<i>Steering</i>			
Activation	Hydraulic power-assist	Type	Rack-pinion
<i>Steering Specs</i>			
# of wheels	2		
Exterior			
<i>Front Wheels</i>			
Diameter	16"	Width	7.00"

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Price Level: 950 Quote ID: 3132019-4

Selected Equipment & Specs (cont'd)

Rear Wheels

Diameter	16"	Width	7.00"
Dual	Yes		

Spare Wheels

Wheel material	Steel
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Front and Rear Wheels

Appearance	Silver	Material	Steel
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Front Tires

Aspect	75	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	195mm	LT load rating	C
RPM	733		

Rear Tires

Aspect	75	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	195mm	LT load rating	C
RPM	733		

Spare Tire

Mount	Underbody w/crankdown	Type	Full-size
-------	-----------------------	------	-----------

Wheels

Front track	68.5"	Rear track	65.7"
Turning radius	23.9'	Wheelbase	147.6"

Body Features

Body material	Fully galvanized steel	Side impact beams	Yes
Rear tow hook(s)	1		

Body Doors

Door count	3	Right rear passenger	Sliding
Rear cargo	Split swing-out		

Exterior Dimensions

Length	266.1"	Body width	83.7"
Body height	109.4"	Rear door opening height	74.3"
Rear door opening width	61.7"	Rear door opening degree	253.0

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy System	curtain 1st and 2nd row
Passenger front-impact	Cancellable	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
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Cargo Van
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Base(S4X)
Price Level: 950 Quote ID: 3132019-4

Selected Equipment & Specs (cont'd)

Pre-tensioners (#)	2		
Security			
Panic alarm	Yes		
Seating			
Passenger Capacity			
Capacity	2		
Front Seats			
Split	Buckets	Type	Bucket
Driver Seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable
Front Armrest			
Driver	Yes		
Front Seat Trim			
Material	Vinyl	Back material	Vinyl
Convenience			
AC And Heat Type			
Air conditioning	Manual	Rear HVAC	Yes
Underseat ducts	Yes		
Audio System			
Auxiliary audio input	Yes	Radio	AM/FM stereo
Radio grade	Regular	Seek-scan	Yes
External memory control	External memory		
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Antenna			
Type	Fixed		
LCD Monitors			
1st row	1	Primary monitor size (inches)	3
Cruise Control			
Cruise control	With steering wheel controls		
Convenience Features			
Driver foot rest	Yes	12V DC power outlet	3
Wireless phone connectivity	Bluetooth	Back-up alarm	Yes

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Selected Equipment & Specs (cont'd)

Upfitter switches	Yes		
<i>Door Lock Activation</i>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes	Auto locking	Yes
<i>Door Lock Type</i>			
Tailgate/rear door lock	Included with power door locks		
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Trunk/liftgate ajar	Yes
Service interval	Yes	Brake fluid	Yes
<i>Instrumentation Displays</i>			
Clock	In-radio display	Systems monitor	Yes
Camera(s) - rear	Yes		
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
Parking sensors	Rear		
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Fixed		
<i>Window Features</i>			
1-touch down	Driver	Tinted	Light
Laminated glass	Yes		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		
Interior			
<i>Driver Visor</i>			
Illuminated	Yes	Mirror	Yes

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Selected Equipment & Specs (cont'd)

<i>Passenger Visor</i>			
Illuminated	Yes	Mirror	Yes
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Front	Material	Cloth
<i>Floor Trim</i>			
Coverage	Front	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
<i>Floor Console Storage</i>			
Storage	Yes	Type	Partial
<i>Overhead Console Storage</i>			
Storage	Yes	Type	Full
<i>Storage</i>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Instrument panel	Bin		
<i>Cargo Space Feature</i>			
Tie downs	Yes	Light	Yes
<i>Legroom</i>			
Front	39.7"		
<i>Headroom</i>			
Front	56.6"		
<i>Hip Room</i>			
Front	67.5"		
<i>Shoulder Room</i>			
Front	67.9"		

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Base(S4X)
Price Level: 950 Quote ID: 3132019-4

Selected Options

Code	Description
Base Vehicle	
S4X	Base Vehicle Price (S4X)
Packages	
101A	Order Code 101A <i>Includes:</i> - Engine: 3.7L Ti-VCT V6 Includes SEIC capability. - Transmission: 6-Speed Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - GVWR: 10,360 lbs - Tires: 195/75R16C AS BSW - Wheels: 16" Silver Steel w/Exposed Lug Nuts Note: The center ornament only comes on the front wheels, and not on the rear wheels. - Pewter Vinyl Dual Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest. - Vinyl Front Bucket Seats
Powertrain	
99M	Engine: 3.7L Ti-VCT V6 <i>Includes SEIC capability.</i>
446	Transmission: 6-Speed Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>
X4L	4.10 Limited-Slip Axle Ratio
STDGV	GVWR: 10,360 lbs
Wheels & Tires	
STDTR	Tires: 195/75R16C AS BSW
STDWL	Wheels: 16" Silver Steel w/Exposed Lug Nuts <i>Note: The center ornament only comes on the front wheels, and not on the rear wheels.</i>
Seats & Seat Trim	
21G	Pewter Vinyl Dual Bucket Seats <i>Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest.</i>
V	Vinyl Front Bucket Seats
Other Options	
PAINT	Monotone Paint Application
148WB	148" Wheelbase
63C	Heavy-Duty Alternator <i>250 amp.</i>

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Base(S4X)
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Selected Options (cont'd)

Code	Description
63E	Dual Heavy-Duty Batteries <i>70 amp-hr each. Includes absorbed glass mat.</i>
53K	Modified Vehicle Wiring System <i>Includes modified vehicle connections for customized wiring harness provisions.</i>
67C	High Capacity Upfitter Switches
59C	Programmable Battery Guard/Enhanced Cut-Off Relay <i>Controls a production/service fit isolation relay to allow PTO at engine run/off while protecting certain systems/functions.</i>
43R	Reverse Sensing System
17B	Fixed Rear-Door/Fixed Pass-Side Cargo-Door Glass
85C	Vinyl Sun Visors <i>Includes illuminated vanity mirrors.</i>
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>
60C	Cruise Control w/Message Center <i>Includes full trip computer and engine-hour meter.</i>
87E	Auxiliary Fuse Panel <i>Includes high spec interface connector.</i> <i>Includes:</i> <i>- Modified Vehicle Wiring System</i> <i>Includes modified vehicle connections for customized wiring harness provisions.</i>
57G	Dr Controlled Fr/Rr Aux A/C & Heater <i>Heat distributed from rear of front-passenger seat. A/C distributed from rear of van.</i> <i>Includes:</i> <i>- Heavy-Duty Alternator</i> <i>250 amp.</i>
585	Radio: AM/FM Stereo w/Bluetooth <i>(29). Includes audio input jack, microphone and USB port.</i> <i>Includes:</i> <i>- 4 Front Speakers</i> <i>No rear speakers.</i>
43B	Back Up Alarm
Interior Colors	
VK_01	Pewter
Primary Colors	
YZ_01	Oxford White
Upfit Options	
65765412456	PROTEUS Camera system
8945366554	Roof/4 corner amber and white strobes

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Prepared for: Mr. Lance Overstreet, Assit. Dir., City of SanAngelo
By: MIKE FOLEY Date: 03/15/2019

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider approving Texas Smartbuy Contract #TXMAS-18-23V02 for the purchase of three tractors and two shredders from Deere & Company (San Angelo, TX), in the amount of \$197,761, budgeted in fiscal year 2019 (Ryan Kramer)

Summary/History:

Council approval is requested for the purchase of three tractors and two 15' batwing shredders to replace equipment that is beyond its useful life. Two tractors will be utilized in mowing efforts in conjunction with the shredders at the Sewer Treatment facility and within Lake Operations. The third tractor will be utilized by the Parks Division in various efforts including spraying, aerification, seeding etc. within the City Parks.

The requested purchase will be made from Deere & Company (South Plains Implement, San Angelo, TX).

Financial Impact:

Staff recommends approval of Texas Smartbuy Contract #TXMAS-18-23V02 for the purchase of 3 Tractors and 2 shredders from Deere & Company (San Angelo, TX), in the amount of \$197,761.00, budgeted in fiscal year 2019.

Other Information/Recommendation:

Staff recommends approval of Texas Smartbuy Contract #TXMAS-18-23V02 for the purchase of 3 Tractors and 2 shredders from Deere & Company (San Angelo, TX)

Attachments:

- | | |
|---------------------------|----------------------------|
| 1. John Deere TXMAS Quote | John Deere TXMAS Quote.pdf |
|---------------------------|----------------------------|

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Anthony Wilson	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

Joey Sanchez

South Plains Implement, Ltd.
18770 Alameda
Tornillo, TX 79853

Tel: 915-764-2263

Fax: 915-764-2956

Email: jsanchez@spitractor.com



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
18770 Alameda
Tornillo, TX 79853
915-764-2263
Admin@spitractor.com

Quote Summary

Prepared For:

City Of San Angelo
TX

Delivering Dealer:

South Plains Implement, Ltd.
Joey Sanchez
18770 Alameda
Tornillo, TX 79853
Phone: 915-764-2263
jsanchez@spitractor.com

Quote ID:	18943411
Created On:	08 February 2019
Last Modified On:	03 April 2019
Expiration Date:	22 April 2019

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5100E Utility Tractor	\$ 57,950.30 X	1 =	\$ 57,950.30
Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)			
Price Effective Date: March 8, 2019			
JOHN DEERE R15 Flex wing Rotary Cutter	\$ 21,081.64 X	2 =	\$ 42,163.28
Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)			
Price Effective Date: April 3, 2019			
JOHN DEERE 5100E Utility Tractor	\$ 55,948.82 X	1 =	\$ 55,948.82
Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)			
Price Effective Date: March 8, 2019			
JOHN DEERE 5075E Utility Tractor	\$ 35,353.03 X	1 =	\$ 35,353.03
Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)			
Price Effective Date: April 3, 2019			
JOHN DEERE 520M Loader	\$ 6,345.57 X	1 =	\$ 6,345.57
Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)			
Price Effective Date: April 3, 2019			
Equipment Total			\$ 197,761.00

Salesperson : X _____**Accepted By :** X _____

Confidential



JOHN DEERE

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TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

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TO DELIVERING DEALER:**

South Plains Implement, Ltd.
18770 Alameda
Tornillo, TX 79853
915-764-2263
Admin@spitractor.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 197,761.00
Trade In	
SubTotal	\$ 197,761.00
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 197,761.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 197,761.00

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 18943411 Customer Name:

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Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

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18770 Alameda
Tornillo, TX 79853
915-764-2263
Admin@spitractor.com

JOHN DEERE 5100E Utility Tractor

Hours:

Stock Number:

Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)

Selling Price *

Price Effective Date: March 8, 2019

\$ 57,950.30

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697BLV	5100E Utility Tractor	1	\$ 53,776.00	19.00	\$ 10,217.44	\$ 43,558.56	\$ 43,558.56
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 9,391.00	19.00	\$ 1,784.29	\$ 7,606.71	\$ 7,606.71
2120	Air Suspension Seat	1	\$ 731.00	19.00	\$ 138.89	\$ 592.11	\$ 592.11
3025	Deluxe Cornerpost Exhaust	1	\$ 518.00	19.00	\$ 98.42	\$ 419.58	\$ 419.58
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	\$ 879.00	19.00	\$ 167.01	\$ 711.99	\$ 711.99
3400	Less Mid Valves	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 11,519.00		\$ 2,188.61	\$ 9,330.39	\$ 9,330.39
Dealer Attachments/Non-Contract/Open Market							
Open Market	Open Market Hardware for Suitcase Weights	1	\$ 350.00	0.00	\$ 0.00	\$ 350.00	\$ 350.00
Open Market	Open Market Lexan Glass Rear Cab Window	1	\$ 1,000.00	0.00	\$ 0.00	\$ 1,000.00	\$ 1,000.00
Open Market	Open Market Small Rear Glass Window	1	\$ 250.00	0.00	\$ 0.00	\$ 250.00	\$ 250.00
Open Market	Open Market Glass Install	1	\$ 250.00	0.00	\$ 0.00	\$ 250.00	\$ 250.00
Open Market	Spacer Hardware	1	\$ 500.00	0.00	\$ 0.00	\$ 500.00	\$ 500.00
AL80126	Rear Mirror Mechanical	1	\$ 188.10	19.00	\$ 35.74	\$ 152.36	\$ 152.36

Selling Equipment

Quote Id: 18943411 Customer Name:

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FED ID: 36-2382580; DUNS#: 60-7690989

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18770 Alameda
Tornillo, TX 79853
915-764-2263
Admin@spitractor.com

AL80127	Rear Mirror Mechanical	1	\$ 188.10	19.00	\$ 35.74	\$ 152.36	\$ 152.36
LVB25728	Backup alarm kit	1	\$ 176.00	19.00	\$ 33.44	\$ 142.56	\$ 142.56
R262449	Front Weight Support, 187 Lbs	1	\$ 409.40	19.00	\$ 77.79	\$ 331.61	\$ 331.61
RE567557	Radio - AM/FM, Bosch (Standard)	1	\$ 473.76	19.00	\$ 90.01	\$ 383.75	\$ 383.75
L154684	Rear Axle 4.4 in. Extension (111 mm)	2	\$ 337.42	19.00	\$ 64.11	\$ 546.62	\$ 546.62
LVB26096	Single horn kit	1	\$ 52.80	19.00	\$ 10.03	\$ 42.77	\$ 42.77
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	10	\$ 134.20	19.00	\$ 25.50	\$ 1,087.02	\$ 1,087.02
R213907	Weight, rear wheel - 43.09 kg (95 lb)	4	\$ 147.40	19.00	\$ 28.01	\$ 477.58	\$ 477.58
AL222926	Antenna	1	\$ 110.76	19.00	\$ 21.04	\$ 89.72	\$ 89.72
Dealer Attachments Total			\$ 4,567.94		\$ 421.41	\$ 5,756.35	\$ 5,756.35
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 58,645.30
				Additional Discounts			
Multi-unit Discount		1			\$ 695.00	\$ -695.00	\$ -695.00
Additional Discount Total					\$ 695.00	\$ -695.00	\$ -695.00
Total Selling Price			\$ 69,862.94		\$ 13,522.46	\$ 56,340.48	\$ 57,950.30

JOHN DEERE R15 Flex wing Rotary Cutter

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)

\$ 21,081.64

Price Effective Date: April 3, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2340P	R15 Flex wing Rotary Cutter	2	\$ 26,285.00	24.00	\$ 6,308.40	\$ 19,976.60	\$ 39,953.20
Standard Options - Per Unit							

Selling Equipment

Quote Id: 18943411 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
18770 Alameda
Tornillo, TX 79853
915-764-2263
Admin@spitractor.com

0202	United States	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2540	Basic Outward Rotation	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3035	6 Foam-Filled Tires - (Double center, single on wings) - Severe duty ag tires	2	\$ 352.00	24.00	\$ 84.48	\$ 267.52	\$ 535.04
3511	540 RPM Driveline - Cat 6	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3602	540 RPM - 125 hp Gearbox - Commercial duty	2	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5140	Swivel Hitch	2	\$ 430.00	24.00	\$ 103.20	\$ 326.80	\$ 653.60
5290	Suspended Tongue	2	\$ 672.00	24.00	\$ 161.28	\$ 510.72	\$ 1,021.44
Standard Options Total			\$ 1,454.00		\$ 348.96	\$ 1,105.04	\$ 2,210.08
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 42,163.28
Total Selling Price			\$ 27,739.00		\$ 6,657.36	\$ 21,081.64	\$ 42,163.28

JOHN DEERE 5100E Utility Tractor

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)

\$ 55,948.82

Price Effective Date: March 8, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697BLV	5100E Utility Tractor	1	\$ 53,776.00	19.00	\$ 10,217.44	\$ 43,558.56	\$ 43,558.56
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 9,391.00	19.00	\$ 1,784.29	\$ 7,606.71	\$ 7,606.71
2120	Air Suspension Seat	1	\$ 731.00	19.00	\$ 138.89	\$ 592.11	\$ 592.11

Selling Equipment

Quote Id: 18943411 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
18770 Alameda
Tornillo, TX 79853
915-764-2263
Admin@spitractor.com

3025	Deluxe Cornerpost Exhaust	1	\$ 518.00	19.00	\$ 98.42	\$ 419.58	\$ 419.58
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	\$ 879.00	19.00	\$ 167.01	\$ 711.99	\$ 711.99
3400	Less Mid Valves	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
5914	19.5L - 24 In. 10PR R4 Bias	1	\$ -427.00	19.00	\$ -81.13	\$ -345.87	\$ -345.87
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6114	12.5/80 - 18 In. 6PR I3 (R4 Type) Bias	1	\$ -775.00	19.00	\$ -147.25	\$ -627.75	\$ -627.75
Standard Options Total			\$ 10,317.00		\$ 1,960.23	\$ 8,356.77	\$ 8,356.77
Dealer Attachments/Non-Contract/Open Market							
Open Market	Open Market Hardware for Suitcase Weights	1	\$ 350.00	0.00	\$ 0.00	\$ 350.00	\$ 350.00
Open Market	Open Market Lexan Glass Rear Cab Window	1	\$ 1,000.00	0.00	\$ 0.00	\$ 1,000.00	\$ 1,000.00
Open Market	Open Market Small Rear Glass Window	1	\$ 250.00	0.00	\$ 0.00	\$ 250.00	\$ 250.00
Open Market	Open Market Glass Install	1	\$ 250.00	0.00	\$ 0.00	\$ 250.00	\$ 250.00
AL80126	Rear Mirror Mechanical	1	\$ 188.10	19.00	\$ 35.74	\$ 152.36	\$ 152.36
AL80127	Rear Mirror Mechanical	1	\$ 188.10	19.00	\$ 35.74	\$ 152.36	\$ 152.36
LVB25728	Backup alarm kit	1	\$ 176.00	19.00	\$ 33.44	\$ 142.56	\$ 142.56
R262449	Front Weight Support, 187 Lbs	1	\$ 409.40	19.00	\$ 77.79	\$ 331.61	\$ 331.61
RE567557	Radio - AM/FM, Bosch (Standard)	1	\$ 473.76	19.00	\$ 90.01	\$ 383.75	\$ 383.75
LVB26096	Single horn kit	1	\$ 52.80	19.00	\$ 10.03	\$ 42.77	\$ 42.77
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	10	\$ 134.20	19.00	\$ 25.50	\$ 1,087.02	\$ 1,087.02
R213907	Weight, rear wheel - 43.09 kg (95 lb)	4	\$ 147.40	19.00	\$ 28.01	\$ 477.58	\$ 477.58
AL222926	Antenna	1	\$ 110.76	19.00	\$ 21.04	\$ 89.72	\$ 89.72
Dealer Attachments Total			\$ 3,730.52		\$ 357.30	\$ 4,709.73	\$ 4,709.73
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price						\$ 56,625.06	



Selling Equipment

Quote Id: 18943411 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
18770 Alameda
Tornillo, TX 79853
915-764-2263
Admin@spitractor.com

Additional Discounts				
Multi-unit Discount	1	\$ 676.24	\$ -676.24	\$ -676.24
Additional Discount Total		\$ 676.24	\$ -676.24	\$ -676.24
Total Selling Price		\$ 67,823.52	\$ 13,211.21	\$ 54,612.31
				\$ 55,948.82

JOHN DEERE 5075E Utility Tractor

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)

\$ 35,353.03

Price Effective Date: April 3, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1756LV	5075E Utility Tractor	1	\$ 28,353.00	14.00	\$ 3,969.42	\$ 24,383.58	\$ 24,383.58
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1	\$ 2,773.00	14.00	\$ 388.22	\$ 2,384.78	\$ 2,384.78
1725	Loader Prep Package	1	\$ 1,454.00	14.00	\$ 203.56	\$ 1,250.44	\$ 1,250.44
2000	Open Operator Station	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Mid Valves with Joystick Control	1	\$ 1,203.00	14.00	\$ 168.42	\$ 1,034.58	\$ 1,034.58
5113	21.5L-16.1 In. 6PR R3 Bias	1	\$ -639.00	14.00	\$ -89.46	\$ -549.54	\$ -549.54
6040	Mechanical Front Wheel Drive (MFWD)	1	\$ 5,482.00	14.00	\$ 767.48	\$ 4,714.52	\$ 4,714.52
6171	9.5-16 In. 6PR R3 Bias	1	\$ 407.00	14.00	\$ 56.98	\$ 350.02	\$ 350.02
Standard Options Total			\$ 10,680.00		\$ 1,495.20	\$ 9,184.80	\$ 9,184.80
Dealer Attachments/Non-Contract/Open Market							
BSJ10346	Mid-Mount Dual SCV with 3rd Function Joystick Assembly	1	\$ 748.00	14.00	\$ 104.72	\$ 643.28	\$ 643.28

Selling Equipment

Quote Id: 18943411 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
18770 Alameda
Tornillo, TX 79853
915-764-2263
Admin@spitractor.com

R262449	Front Weight Support, 187 Lbs	1	\$ 409.40	14.00	\$ 57.32	\$ 352.08	\$ 352.08
BSJ10341	Canopy Mounting Kit	1	\$ 77.00	14.00	\$ 10.78	\$ 66.22	\$ 66.22
LVB25334	Canopy - Standard	1	\$ 490.60	14.00	\$ 68.68	\$ 421.92	\$ 421.92
BSJ10287	Second Rear SCV with Detented Float and Lever Control	1	\$ 833.80	14.00	\$ 116.73	\$ 717.07	\$ 717.07
Dealer Attachments Total			\$ 2,558.80		\$ 358.23	\$ 2,200.57	\$ 2,200.57
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 35,768.95
Additional Discounts							
	Multi-unit Discount	1			\$ 415.92	\$ -415.92	\$ -415.92
Additional Discount Total					\$ 415.92	\$ -415.92	\$ -415.92
Total Selling Price			\$ 41,591.80		\$ 6,238.77	\$ 35,353.03	\$ 35,353.03

JOHN DEERE 520M Loader

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: TX Ag Equip TXMAS-18-23V02 (PG 75 CG 22)

\$ 6,345.57

Price Effective Date: April 3, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14B0P	520M Loader	1	\$ 7,051.00	24.00	\$ 1,692.24	\$ 5,358.76	\$ 5,358.76
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less mounting frame	1	\$ -1,122.00	24.00	\$ -269.28	\$ -852.72	\$ -852.72

Selling Equipment

Quote Id: 18943411 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
18770 Alameda
Tornillo, TX 79853
915-764-2263
Admin@spitractor.com

2510	520M Standard Farm Loader, Non-Self-Leveling (NSL) - Two-function	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4548	Two-function hoses and parts with Single Point Hydraulic Connector	1	\$ 428.00	24.00	\$ 102.72	\$ 325.28	\$ 325.28
5995	Less hood guard	1	\$ -318.00	24.00	\$ -76.32	\$ -241.68	\$ -241.68
6995	Less ballast box	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7710	Skid steer-style carrier	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8750	Less bucket	1	\$ -915.00	24.00	\$ -219.60	\$ -695.40	\$ -695.40
9651	Diverter Kit: Single Point Hydraulic Option (to convert to 2+1 hydraulics)	1	\$ 683.00	24.00	\$ 163.92	\$ 519.08	\$ 519.08
Standard Options Total			\$ -1,244.00		\$ -298.56	\$ -945.44	\$ -945.44
Dealer Attachments/Non-Contract/Open Market							
BW16868	3-function hoses and parts	1	\$ 239.80	24.00	\$ 57.55	\$ 182.25	\$ 182.25
Open Market	Open Market Skid Steer Connections	1	\$ 800.00	0.00	\$ 0.00	\$ 800.00	\$ 800.00
Open Market	Open Market 3rd Function Connections	1	\$ 950.00	0.00	\$ 0.00	\$ 950.00	\$ 950.00
Dealer Attachments Total			\$ 1,989.80		\$ 57.55	\$ 1,932.25	\$ 1,932.25
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 6,345.57
Total Selling Price			\$ 7,796.80		\$ 1,451.23	\$ 6,345.57	\$ 6,345.57

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider awarding RFB FS-07-19 Medium Pickups to Jim Bass Ford, Inc. (San Angelo, TX) in the amount of \$240,000 per fiscal year, for the purchase of six units (with the option to purchase two additional units), and authorizing the City Manager to execute any related documents (Ryan Kramer)

Summary/History:

Bids were requested for Medium Duty Pickups for the purpose of replacing units that are past their useful operational life and/or for new requirements. Six vehicles have been budgeted for FY19. The award amount will cover two additional vehicle purchases if needed due to unforeseen events. Expenditures are budgeted within the Water and Sewer Funds for the initial six vehicles, for various divisions.

The only bid received was from Jim Bass Ford, Inc. (San Angelo, TX).

Financial Impact:

Staff recommends award of RFB FS-07-19 Medium Pickups to Jim Bass Ford, Inc. (San Angelo, TX) in the amount of \$240,000 per fiscal year, for the purchase of six (6) units (with the option to purchase two (2) additional units).

Other Information/Recommendation:

Staff recommends award of RFB FS-07-19 Medium Pickups to Jim Bass Ford, Inc. (San Angelo, TX).

Attachments:

- | | | |
|----|------------------|----------------------|
| 1. | FS-07-19 Bid Tab | FS-07-19 Bid Tab.pdf |
|----|------------------|----------------------|

Presentation:

Approvals/Reviews:

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



CITY OF SAN ANGELO

RFB Bid Tabulation * FS-07-19/ Medium Pickups

4/3/2019 at 2:00 p.m.

A.1 - 1 Ton DRW Crew Chassis Cab

Jim Bass Ford, Inc.

Description	Unit Price	Estimated Quantity	Extended Price
Current Year Model Price	29410	6	\$ 176,460.00
Make and Model Quoted	2019 Ford F350 Reg Cab DRW Chassis Cab		
Delivery Lead Time	100-115 days from order date		
OPTIONS			
Parts, Service, and Operators Manuals	225	1	\$ 225.00
Delivery to 1727 Saint Ann, San Angelo, TX 76905	n/c	6	n/c
Extended Warranty	2530	1	\$ 2,530.00
Power Door Locks	1024	1	\$ 1,024.00
Power Windows		1	
Power Mirrors		1	
Steering Wheel Tilt	n/c	1	n/c
Cruise Control	214	1	\$ 214.00
Four Wheel Drive	3493	1	\$ 3,493.00
Cab to Axle: 84"	n/a	1	n/a
Rear View Camera	377	1	\$ 377.00
Total Bid:			\$ 184,323.00

Piggy Back

Yes

Cooperative

No

Payment Terms

Net 30

Payment Discount

*As per section 2.35 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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider awarding RFB FS-08-19 Electric Cars to Jim Bass Ford, Inc. (San Angelo, TX) in the amount of \$55,200, for the purchase of two units, budgeted in fiscal year 2019, and authorizing the City Manager to execute any related documents (Ryan Kramer)

Summary/History:

Bids were requested for Electric Cars for the purpose of replacing units that are past their useful operational life and for new requirements. Two vehicles have been budgeted for FY19. Expenditures are budgeted within the General and Public Information (PEG) Funds, for use by multiple divisions at the City Hall location and the Public Information Office at the Annex.

Due to economic and logistical benefits, it is believed that an electric car used in these two locations will prove to be most efficient and effective by the Divisions utilizing these cars as compared to gasoline powered vehicles.

Bids were received from Jim Bass Ford, Inc. (San Angelo, TX) and Caldwell Country Chevrolet (Caldwell, TX).

Financial Impact:

Staff recommends award of RFB FS-08-19 Electric Cars to Jim Bass Ford, Inc. (San Angelo, TX) in the amount of \$55,200, for the purchase of two units, budgeted in FY19.

Other Information/Recommendation:

Staff recommends award of RFB FS-08-19 Electric Cars to Jim Bass Ford, Inc. (San Angelo, TX) for the purchase of two units.

Attachments:

- | | | |
|----|------------------|----------------------|
| 1. | FS-08-19 Bid Tab | FS-08-19 Bid Tab.pdf |
|----|------------------|----------------------|

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved

Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval



CITY OF SAN ANGELO

RFB Bid Tabulation * FS-08-19/ Electric Car

4/3/2019 at 2:30 p.m.

Jim Bass Ford, Inc.

Description	Unit Price	Estimated Quantity	Extended Price
A - Car	\$ 27,473.00	2	\$ 54,946.00
Make and Model Quoted	2019 Nissan Leaf		
Delivery Lead Time	75-90 Days		
Parts, Service, and Operators Manuals	250	1	\$ 250.00
Delivery to 1727 Saint Ann, San Angelo, TX 76905	n/c	2	n/c
Total Bid:			\$ 55,196.00

Caldwell Country Chevrolet

Unit Price	Estimated Quantity	Extended Price
\$ 32,545.00	2	\$ 65,090.00
2019 Chevrolet Bolt		
120 Days		
n/c	1	n/c
n/c	2	n/c
Total Bid:		\$ 65,090.00

Piggy Back	Yes
Cooperative	No
Payment Terms	Net 30
Payment Discount	

Yes
No

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider authorizing a software service agreement with Neptune Technology Group and its vendor Core & Main in the amount of \$6,500 for Year 1 for web hosted meter collector data software platform and option for two additional one-year periods (Year 2 pricing \$0.75 per meter with estimated annual payment of \$28,125; Year 3 pricing \$1.05 per meter with estimated annual payment of \$39,375), replacing in-kind locally hosted servers and software and authorizing the City Manager to execute any related documents (Lance Overstreet)

Summary/History:

Core & Main is the sole provider of Neptune Technology Group products. Neptune meters are the City's metering technology for water service connections. Currently, the City has a locally hosted server collecting the meter usage data. Over the years this server has had to be updated and rebuilt on multiple occasions. It has gone through these extensive updates and rebuilds almost annually as software requirements increase and as the number of connections increase. The current server platform is once again in need of a major platform update to continue handling meter data. The metering company now offers a web hosted platform which would eliminate the need for local servers creating a more stable platform and all future software upgrades would be included in the web hosting.

Financial Impact:

Budgeted in Fiscal Year 2019, 2020, & 2021. Since we are an existing client and are currently paying for the locally hosted systems, Neptune is offering a considerable discounts to us.

Year 1 – \$6,500 Total and no charge for the hosting
Only charge is for a \$6,500 one-time setup fee, a savings of \$72,750.
Per meter charged waived: \$1.86 x 37,500 services = \$69,750
On-Site Training 4 hour session waived: \$3,000

Year 2 - \$0.75/meter/YR = \$28,125 (Savings of \$41,625)

Year 3 - \$1.05/meter/YR = \$39,375 (Savings of \$30,375)

Other Information/Recommendation:

Staff recommends that the software service agreement with Neptune Technology Group and its vendor Core & Main be executed and the City Manager be authorized to execute any related documents. Information Technology (IT) division is supportive of moving from locally hosted servers to the web hosted system.

Attachments:

1. San Angelo Hosting San Angelo Hosting.pdf

Presentation:

Approvals/Reviews:

Lance Overstreet	Created/Initiated
Allison Strube	Approved
Theresa James	Approved
Anthony Wilson	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Allison Strube	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval



Bid Proposal for City of San Angelo SaaS Hosting

CUSTOMER	CITY OF SAN ANGELO 72 W COLLEGE AVE SAN ANGELO, TX 76903	Job City of San Angelo SaaS Hosting Bid Date: 04/04/2019 Bid #: 891533
	Sales Representative Cade Schaffner (M) 325-650-3852 (T) 806-781-9812 Cade.Schaffner@coreandmain.com	Core & Main 4053 Homestead Rd Houston, TX 77028 (T) 713-672-1472
CONTACT		
NOTES		



Bid Proposal for City of San Angelo SaaS Hosting

CITY OF SAN ANGELO**Bid Date:** 04/04/2019**Core & Main** 891533**Core & Main**

4053 Homestead Rd

Houston, TX 77028

Phone: 713-672-1472**Fax:** 713-672-8111

Seq#	Qty	Description	Units	Price	Ext Price
10		YEAR 1			
20	1	ONE TIME SETUP FEE	EA	6,500.00	6,500.00
30		A SAVINGS OF \$72,750			
		SUBTOTAL			6,500.00
40		YEAR 2			
50	37500	COST PER METER PER YEAR	EA	0.75	28,125.00
60		A SAVINGS OF \$41,625			
		SUBTOTAL			28,125.00
70		YEAR 3			
80	37500	COST PER METER PER YEAR	EA	1.05	39,375.00
90		A SAVINGS OF \$30,375			
		SUBTOTAL			39,375.00
		Sub Total			74,000.00
		Tax			0.00
		Total			74,000.00

Branch Terms:

This model includes hardware, maintenance, enhancements, preparation for end life of N_SIGHT Plus. You will also be automatically converted to Neptune 360 AMI when it's equivalent becomes available.
No more annual maintenance

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Second reading of an ordinance approving the abandonment and vacation of all public alleys comprising 0.267 acres (12,030-sq ft) within Block 15 of the Millspaugh Addition; generally located north of W. Washington Dr.; west of S. Chadbourne St.; south of Santa Fe Depot; and east of S. Irving St. (Jon James)

Summary/History:

The applicant has requested the abandonment of all public alleys within Block 15 of the Millspaugh Addition. The applicant owns 805 South Chadbourne which is currently being used as low hazard storage. The applicant's property currently has no direct access to a public street and the building footprint takes up a majority of the lot, which would not allow the addition of on-site parking to serve the build's future use. If a change of occupancy is requested, parking requirement would be triggered per the zoning ordinance.

Financial Impact:

N/A

Other Information/Recommendation:

On February 18, 2019 the Planning Commission unanimously recommended APPROVAL of the alley right-of-way abandonment.

Attachments:

- | | | |
|----|-------------------|---|
| 1. | Ordinance (RA) | 19-360_PL_MILLSPAUGH_ALLEY_ABANDON_ORD_RED.docx |
| 2. | Staff Report (RA) | CC Alley Abandonment Report.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	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

AN ORDINANCE PROVIDING FOR CONDITIONAL ABANDONMENT AND VACATION OF ALL PUBLIC ALLEYS COMPRISING 0.267 ACRES WITHIN BLOCK 15 OF THE MILLSPAUGH ADDITION; GENERALLY LOCATED NORTH OF WEST WASHINGTON DRIVE; WEST OF SOUTH CHADBOURNE STREET; SOUTH OF SANTA FE DEPOT; AND EAST OF SOUTH IRVING STREET; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO ABUTTING PROPERTY OWNERS; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

WHEREAS, the City Council of the City of San Angelo, Texas, acting pursuant to law, is of the opinion that all public alleys within Block 15 of the Millspaugh Addition, Tom Green County, Texas, with the exception of reserving utility easements therein, are no longer needed for public use and therefore deems it advisable to vacate and abandon said alleys; and,

WHEREAS, the City Council is of the opinion that the best interest and welfare of the public will be served by conditionally conveying the underlying abandoned public alley rights-of-way to abutting property owners;

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

SECTION 1: All public alleys comprising 0.267 acres (12,030 square feet) within Block 15 of the Millspaugh Addition; generally located north of West Washington Drive; west of South Chadbourne Street; south of Santa Fe Depot; and east of South Irving Street, Tom Green County, Texas, more particularly described and depicted in **Exhibit “A,”** attached hereto and made a part hereof for all purposes, be and the same are hereby vacated, abandoned and closed insofar as the right, title and easement of the public are concerned, subject to the conditions, reservations and restrictions herein set forth.

SECTION 2: The abandonments and conveyances provided for herein are made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all existing easements, if any, whether apparent or not, aerial, surface, underground or otherwise.

SECTION 3: The abandonments and conveyances provided for herein shall extend only to the public right, title, easement and interest and shall be construed to extend only to the interest which the governing body for the City of San Angelo may legally and lawfully abandon and vacate.

SECTION 4: The following conditions precedent to the abandonment shall apply and be part of the consideration for conveyance by quitclaim deed(s) of the underlying tracts of land, reserving utility easements for municipal water and sewer utilities, and for gas utility within the entire east/west alley right-of-way, to owners of abutting properties:

- a) Pursuant to the City of San Angelo Code of Ordinances, Appendix “A” “Fee Schedule”, Section A9.008, payment per the assessment formula outlined in the fee schedule shall be remitted for the entire abandoned alley rights-of-way, subject to approval of replatting of adjoining properties as herein required.
- b) Contemporaneously with performance of the conditions set forth at subpart “(c) of this Section, verification of the recordation of quitclaim deed(s) effectively completing the City's claim to the entirety of the abandoned alley(s) shall be provided.
- c) Within 36 months of the effective date of this ordinance, submit, obtain approval of, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all requirements of the Land Development and Subdivision Ordinance, including that: (i) If the conveyances of abandoned alley right-of-way result in Lots 20 and 21 of Block 15, Millspaugh Addition (generally known as 805 South Chadbourne) becoming land locked, designation on the replat of a 20 foot wide access easement to South Chadbourne Street, appurtenant to and for the benefit of 805 S. Chadbourne, with an approved variance by the Planning Commission or City Council; and (ii) designation on the replat of a 20 foot wide utility easement within the abandoned east/west alley right of way to accommodate water, sewer, gas or other utilities.

- d) The access easement required at subpart (c) of this Section shall be paved and constructed to applicable standards under the International Fire Code Pursuant, Article 6,03 “Fire Code” of the City of San Angelo Code of Ordinances.

SECTION 5: The terms and conditions set forth herein at Sections 1 through 4 shall be applicable to the conveyances of right’s-of-way herein provided for, and shall be binding upon Grantees thereof and their heirs, successors and assigns.

SECTION 6: Upon confirmation by the Planning Director of compliance with conditions set forth herein, the Mayor of the City of San Angelo is hereby authorized to execute and deliver quit claim deeds conveying the subject tracts of abandoned rights-of-way described and depicted in **Exhibit “A,”** to the owners of the designated abutting properties.

SECTION 7: Upon confirmation from the Planning Director of compliance with conditions precedent set forth herein, the City Clerk is authorized and directed to certify a copy of this adopted Ordinance for recordation in the Official Real Property Records of Tom Green County, Texas, wherein the subject tracts of land are located.

INTRODUCED on the **1st day of April 2019**, and finally PASSED, APPROVED AND ADOPTED on this the **16th day of April 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

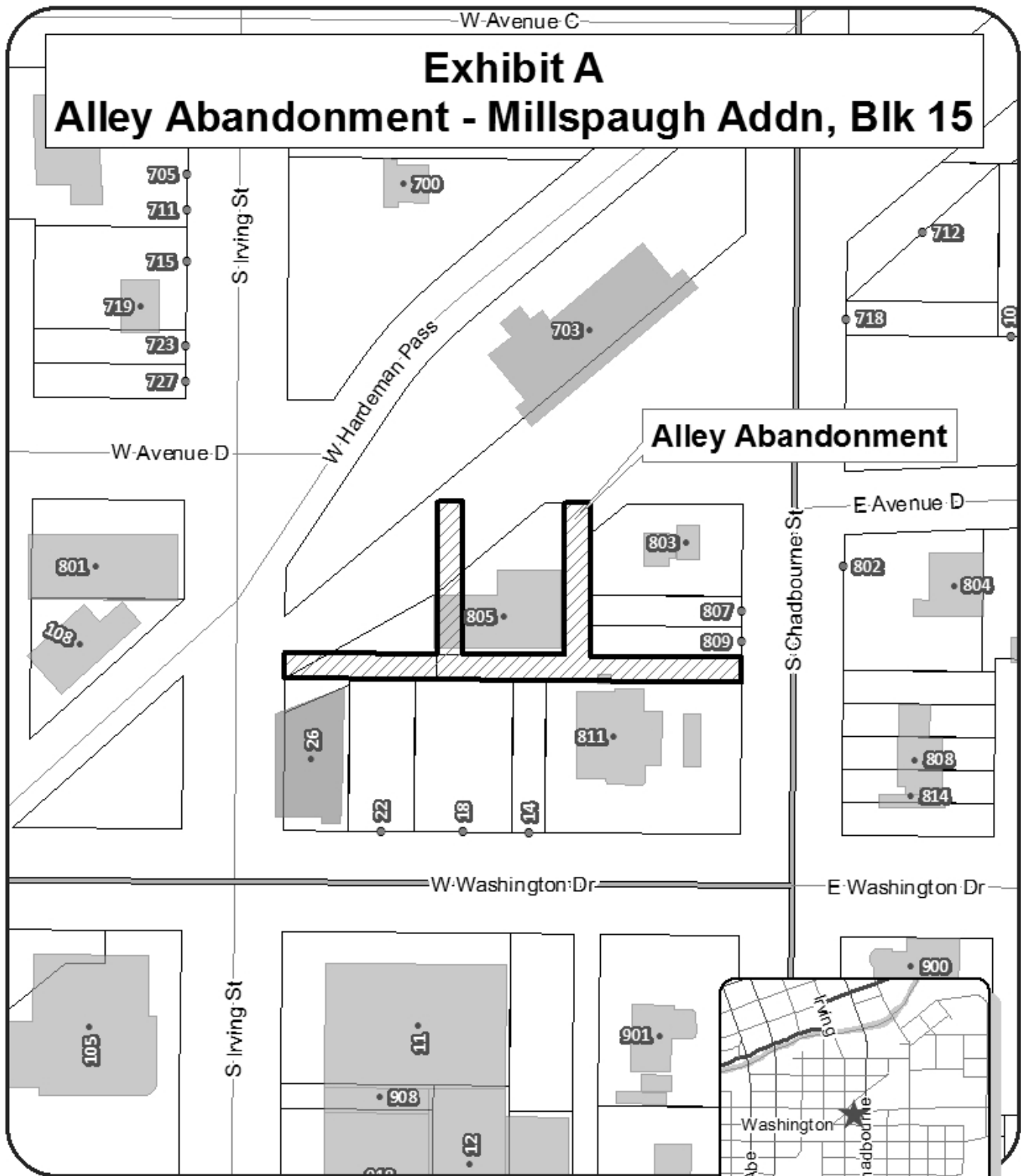
APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit A

Alley Abandonment - Millspaugh Addn, Blk 15



Alley Abandonment

805 South Chadbourne Street

Council District: SMD #3 - Harry Thomas

Neighborhood: Ft. Concho

Scale: 1" approx. = 100 ft

Legend

Subject Properties: 
 Current Zoning: ML
 Requested Zoning Change: N/A
 Vision: Downtown



N



CITY COUNCIL – APRIL 1 & 16, 2019

STAFF REPORT



APPLICATION TYPE:		CASE:	
Alley Right-of-way Abandonment		Millspaugh Addition, Block 15 (Johnson)	
SYNOPSIS:			
The applicant has requested the abandonment of all public alleys within Block 15 of the Millspaugh Addition. The applicant owns 805 South Chadbourne which is currently being used as low hazard storage. The applicant's property currently has no direct access to a public street and the building footprint takes up a majority of the lot, which would not allow the addition of on-site parking to serve the build's future use. If a change of occupancy is requested, parking requirement would be triggered per the zoning ordinance.			
LOCATION:		LEGAL DESCRIPTION:	
North of West Washington Drive; west of South Chadbourne Street; south of Santa Fe Depot; and east of South Irving Street		Being all public alleys located within Block 15, Millspaugh Addition	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
District #3 – Harry Thomas Ft. Concho Neighborhood	ML – Light Manufacturing	Downtown	0.267 acres (12,030 sq. ft.)
THOROUGHFARE PLAN:			
Alleys were approved as part of the Millspaugh Addition, filed for record March 10, 1888 with the Tom Green County Clerk.			
NOTIFICATIONS:			
7 notifications mailed directly adjacent the proposed abandonments on February 1, 2019. One received in support and zero in opposition.			
STAFF RECOMMENDATION:			
Staff recommends <u>APPROVAL</u> of the Alley Right-of-Way Abandonment request, subject to Five Conditions of Approval.			
PROPERTY OWNER/PETITIONER:			
Bruce Johnson			
STAFF CONTACT:			
Hillary Bueker Senior Planner (325) 657-4210, Ext. 1547 hillary.bueker@cosatx.us			

Additional Information:

City Staff circulated all relevant municipal departments, as well as public and private utility companies. There are existing City services within the proposed alley abandonment. City departments expressed their support for the alley abandonment subject to conditions of approval. Atmos gas expressed concerns with an existing gas line located within the alley but was supportive of the abandonment conditioned on an unobstructed utility easement. There were no other responses.

Rationale:

Planning Staff reviewed all relevant history, ordinances, policies, and conducted a site visit to the property on February 5, 2019, to determine the appropriateness of abandoning this public alley right-of-way.

- *Traffic patterns:* Planning Staff believe that existing or anticipated traffic patterns would not be negatively affected if the alley was abandoned and sold to adjacent land owners. A site visit confirms that the alley is unpaved (caliche) and there are no rear access drives to abutting land owners.
- *Utilities:* There are existing City utilities in the alley. Water and sewer lines would remain with the addition of a 20' wide unobstructed utility easement.
- *Community Impact:* The Planning staff has sent adjacent owners public notice of the meeting. There have been no opposition responses to date. As a condition of approval, Planning Staff recommends that all abutting owners comply with the abandonment requirements within 24 months of approval.
- *Public Benefit:* The Planning Division recommends approval only for an entire alley to "allow that space to be more effectively integrated with adjoining private property owners, in a way which would enhance the long-term upkeep and appearance of this space. Closing the entire alley would benefit all owners and not only one or a few.

Planning Commission Recommendation:

On February 18, 2019, the Planning Commission recommended APPROVAL of the Alley Right-of-Way Abandonment request. The following is the complete excerpt of the draft minutes from the Planning Commission meeting for this case:

Hillary Bueker, Senior Planner, presented the proposed alley right-of-way abandonment request. She explained that the three alleys in question were north of Washington Drive between South Irving Street and South Chadbourne Street, and that the current owner of 805 South Chadbourne Street does not have direct abutting access from Chadbourne Street to his property. She explained that the alleys were part of the original plat recorded in 1888.

Ms. Bueker outlined Staff's rationale to approve the alley abandonment on the grounds that there are no negative effects and no vehicle access to abutting properties; that the existing utilities will remain with the proposed easement; that no responses have been received opposed from the circulation area to date; and that closing the alley would enhance the long-term upkeep and appearance of this space. Ms. Bueker noted there was one response in favor. She then outlined the five conditions of approval including the providing of a 20-foot unobstructed utility

easement.

Commissioner Brooks asked why the City would want to abandon these alleys.

Ms. Bueker responded there is no public benefit for keeping it open, and the easement would allow the City to service the utility lines in the easement area.

Chair Stribling opened the meeting for public comment.

Mr. Bruce Johnson, the applicant, indicated that the purpose of the abandonment would be provide additional land for parking.

Chair Stribling closed public comment.

Commissioner Jackson made a Motion to recommend APPROVAL of the proposed abandonment and vacation of all public alleys comprising 0.267 acres (12,030 square feet) within Block 15 of the Millspaugh Addition, and subject to five Conditions of Approval as presented. Commissioner Smith seconded the Motion. The Motion passed unanimously 6-0.

Recommendation:

Staff recommends APPROVAL of the proposed abandonment and vacation of all public alleys within Block 15 of the Millspaugh Addition, **subject to five conditions of approval:**

1. Per the Code of Ordinances, Section A9.008, payment per the assessment formula outlined in the fee schedule shall be remitted for all of the abandoned alley right-of-way, should the vacation and abandonment be approved.
2. Verification of the recordation of deed(s) officially abandoning the City's claim to the entirety of the abandoned alley(s) shall be provided. If the alley acquisitions result in the property at 805 South Chadbourne becoming land locked, the owners of the east-west alley from 805 South Chadbourne to South Chadbourne Street shall provide an 20 unobstructed access easement for the benefit of 805 South Chadbourne.
3. Submit, obtain approval, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all requirements of the Land Development and Subdivision Ordinance within 36 months of City Council's decision.
4. The applicant shall provide as part of the replat a minimum 20-foot, unobstructed utility easement along the current east-west alley.
5. The code requires a fire apparatus access of at least twenty feet in width to extend within 150' of all portions of the exterior of the structure. The access shall connect to a public street. The access shall be designed to withstand the load of an 80,000 pound fire truck and shall be paved. 2015 International Fire Code Section 503, D102 and D103

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Alley Abandonment Exhibit
Photos
Application
Resident Letter



Alley Abandonment

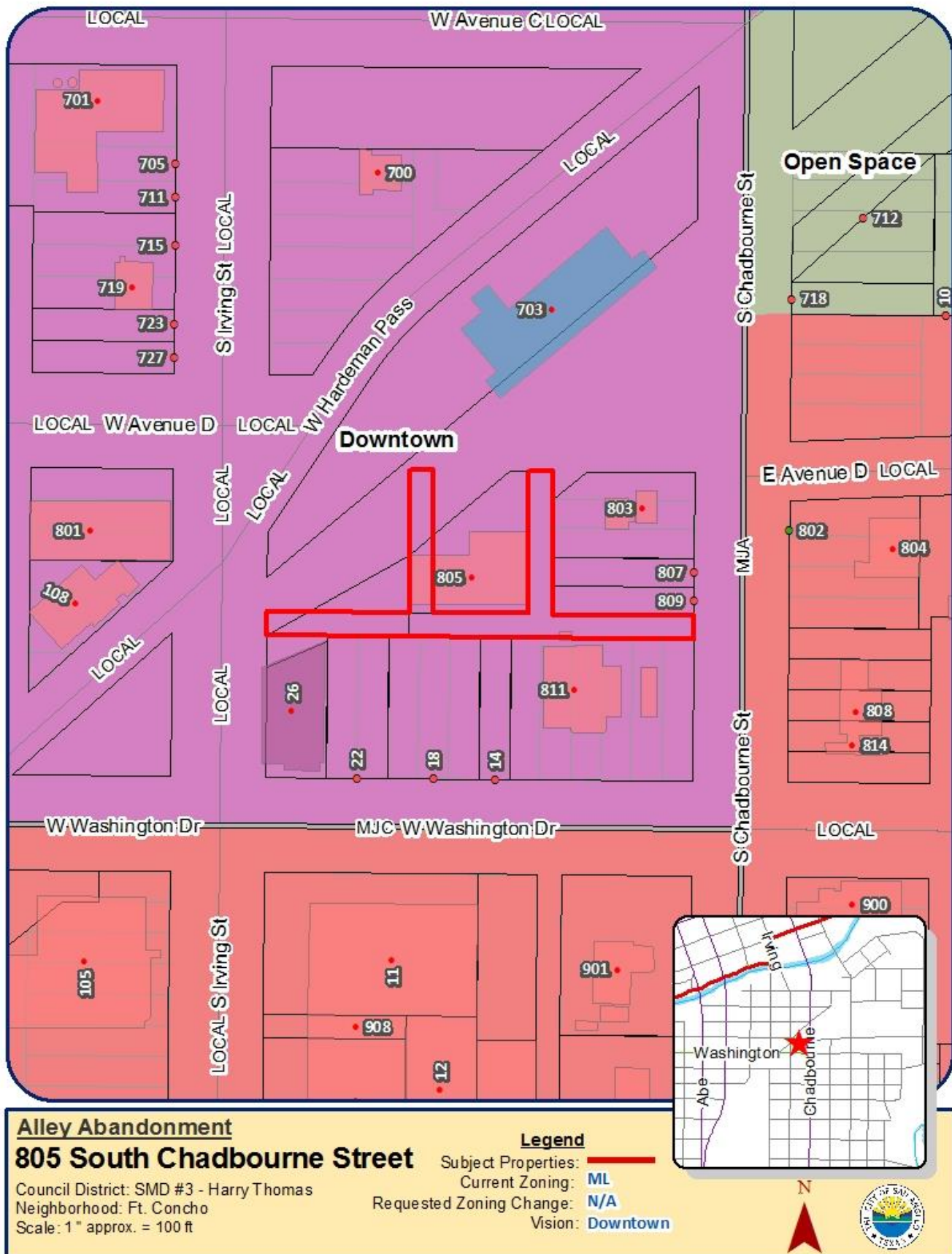
805 South Chadbourne Street

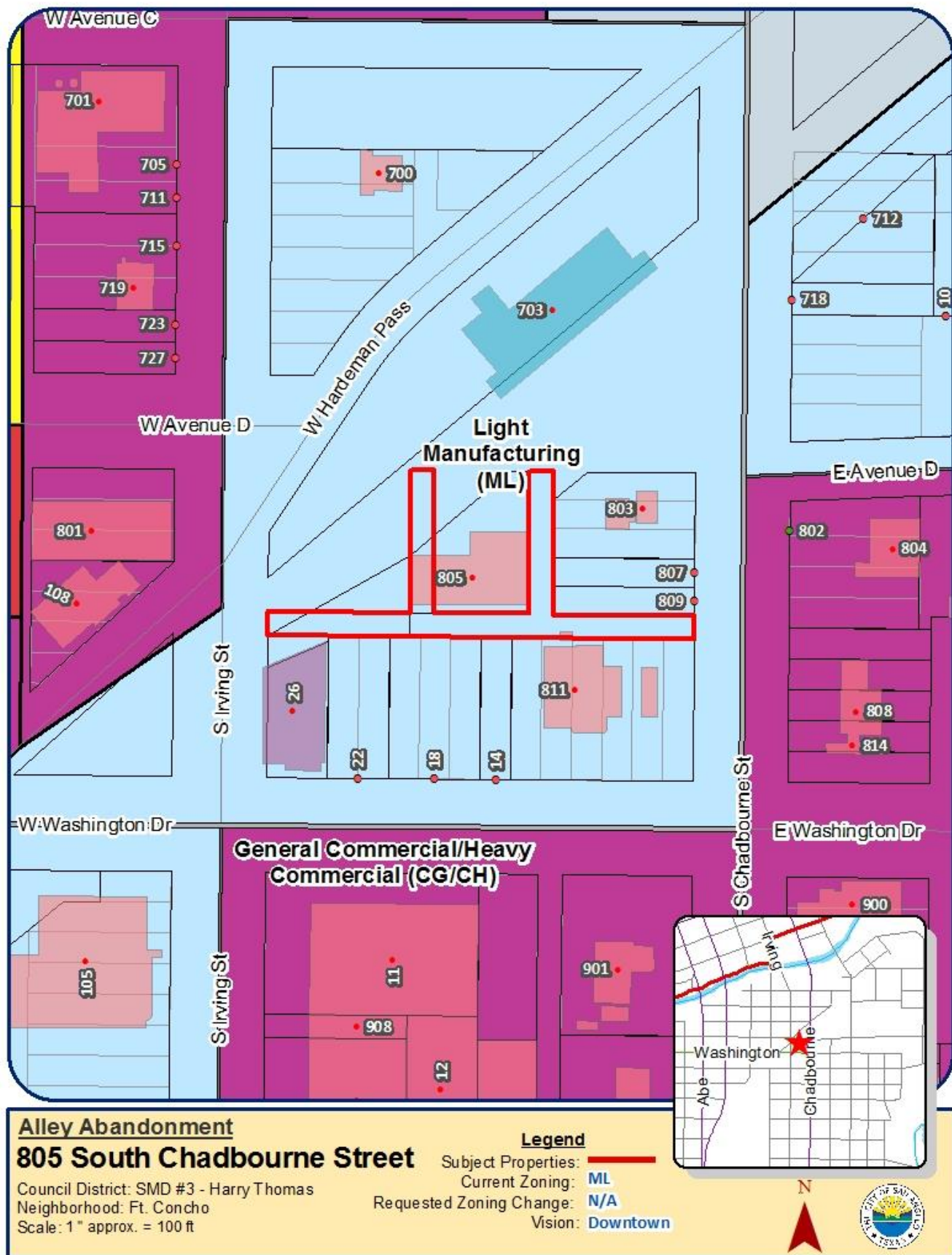
Council District: SMD #3 - Harry Thomas
 Neighborhood: Ft. Concho
 Scale: 1" approx. = 100 ft

Legend

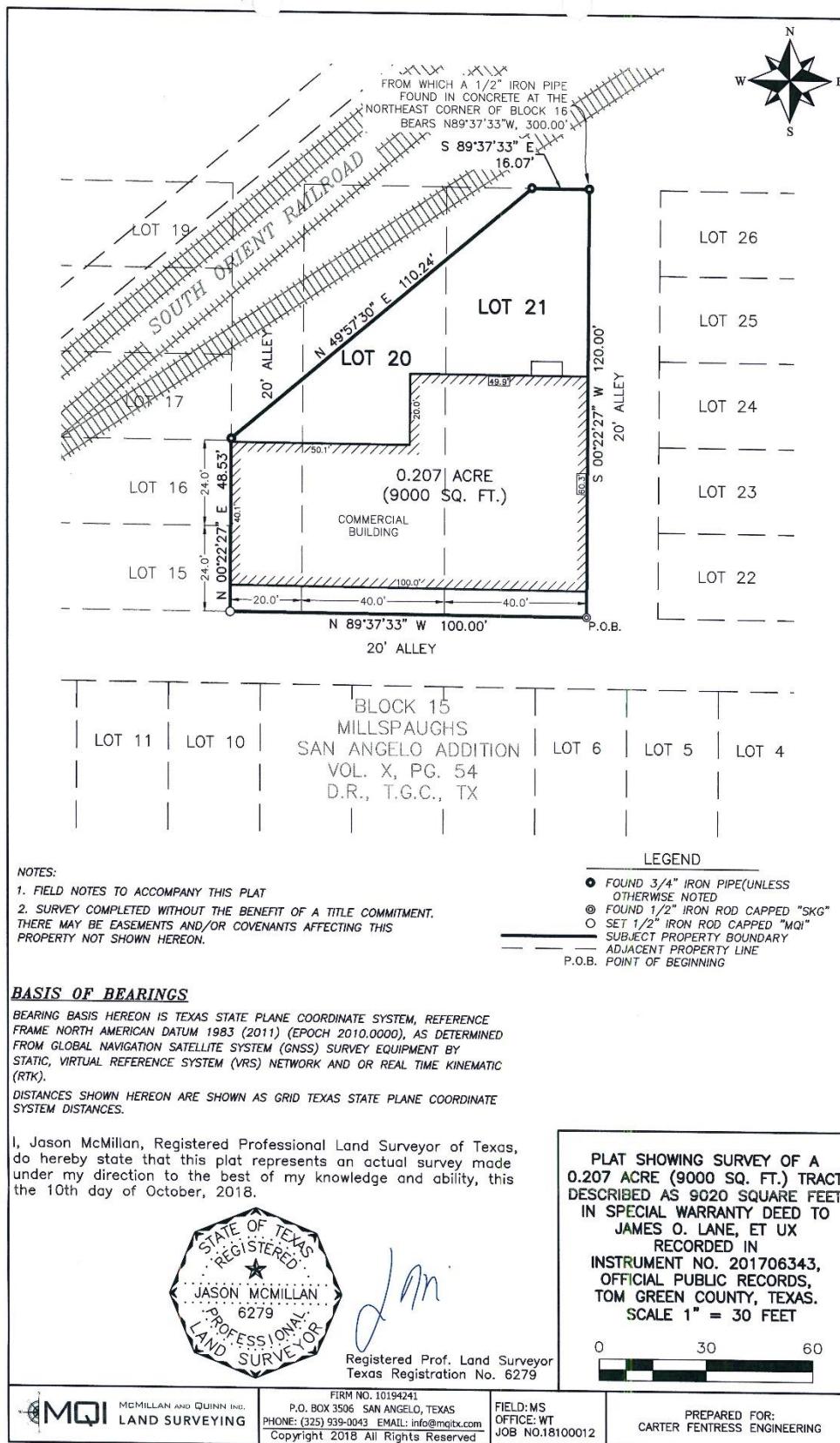
Subject Properties: —
 Current Zoning: ML
 Requested Zoning Change: N/A
 Vision: Downtown







10th July 1888. I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
Yours faithfully,
J. H. P. [Signature]





Southwest from South Chadbourne Street



Northwest from South Chadbourne Street



East-West alley adjacent to 805 South Chadbourne Street



East-West alley from S. Irving Street



North-South alley adjacent to 805 South Chadbourne Street

Effective January 3, 2017



City of San Angelo, Texas – Planning Commission
52 West College Avenue
**Application to Abandon Right-of-way for
Street(s) and/or Alley(s)**



Section 1: Basic Information

Name of Applicant(s): BRUCE Johnson

☐ Owner ☐ Representative (Affidavit Required)

Mailing Address 2069 BITNER RD SAN ANGELO TEXAS 76905
City State Zip Code

Contact Phone Number 325 656-7097

Contact E-mail Address

Subject Property Address 805 SOUTH CHADBOURNE SAN ANGELO TEXAS 76905
City State Zip Code

Legal Description (can be found on property tax statement or at www.tomgreencad.com)
0.207 ACRE TRACT OUT OF PORTION OF LOT 2 AND 21 BLOCK 15 MILLSPAUGH ADDITION

Lot Size: 0.207 ACRE 9000 SQ FT Zoning: COMMERCIAL

Section 2: Site Specific Details

Subdivision Name: MILLSPAUGH ADDITION

Lots and/or Blocks Affected*: 20 21 PORTIONS OF BLOCK 15

General Description of Location*: SOUTH OF RAILROAD TRACK ON SOUTH CHADBOURNE
AND WEST OF CHAD, NORTH OF WASHINGTON DRIVE

Reason for Abandonment*: PARKING

*Use attachment if necessary.

Effective January 3, 2017

Section 3: Applicant's acknowledgment

I/We the undersigned acknowledge that the information provided above is true and correct.

Bruce Johnson
Signature of licensee or authorized representative
affirming the truth of the above statement.

1-31-18
Date

Bruce Johnson
Printed name of licensee or authorized representative

Name of business/Entity of representative

FOR OFFICE USE ONLY:

Date of Application: 1 / 9 / 19Non-Refundable Fee: \$ 450.00Receipt #: 102569Date paid: 1 / 8 / 19Date of hearing by Planning Commission: 2 / 18 / 19Date of hearing by City Council: 3 / 19 / 19Reviewed/Accepted by: H. Buelker4 / 2 / 19

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU
MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING
DIVISION AT 72 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(☒) IN FAVOR (☐) IN OPPOSITION

REASON(S) _____

NAME: ROBERTO & ELEANORA SANCHEZ
ADDRESS: 1140 EAST 18TH, SAN ANGELO, TX
76903-3105

PHONE NUMBER: NO Phone

SIGNATURE: Roberto Sanchez Eleanora Sanchez

Alley Abandonment – Block 15, Millspaugh Addition
Applicant: Johnson

Property owner number: 5

If you have any questions about these proceedings, please call Hillary Bueker, Senior
Planner, Planning Division at 325-657-4210, Ext. 1547 or by email at
hillary.bueker@cosatx.us.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: David Howard, Assistant Chief / Support Services, Police, (325) 659-8011

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider a resolution in support of the 2021 Texas Police Games as organized by the Texas Police Athletic Federation, San Angelo Police Department, and the Chamber of Commerce Convention & Visitors Bureau (David Howard)

Summary/History:

The Texas Police Games are organized competitive events that enable commissioned police officers the opportunity to compete with fellow police officers from the State of Texas as well as on a nationwide level.

The Texas Police Athletic Federation promotes good physical condition through competitive athletic games and fosters physical fitness and comradeship among peace officers in the State of Texas and from other states since 1974.

Financial Impact:

Estimated Budget amount: \$25,000. No budget amendment required. Revenue source is fundraising.

Other Information/Recommendation:

Staff recommends approval. This event is a moral builder for law enforcement in San Angelo, Tom Green County and the State of Texas. The event will have a positive economic impact for the community, an estimated 1,700 individuals compete in the games and it draws 5,000 spectators.

Attachments:

- | | |
|------------------------------------|--------------------------------------|
| 1. PD Resolution Police Games 2021 | PD Resolution Police Games 2021.docx |
|------------------------------------|--------------------------------------|

Presentation:

Kelly Lajoie, John Bouligny/San Angelo Police Department

Approvals/Reviews:

David Howard	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Anthony Wilson	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO TO SUPPORT THE 2021 TEXAS POLICE GAMES AS ORGANIZED BY THE TEXAS POLICE ATHLETIC FEDERATION, SAN ANGELO POLICE DEPARTMENT AND THE CHAMBER OF COMMERCE CONVENTION & VISITORS BUREAU

WHEREAS, the Texas Police Games are well organized competitive events that enable commissioned police officers the opportunity to compete with fellow police officers from the State of Texas as well as on a nationwide level; and,

WHEREAS, the Texas Police Athletic Federation promotes good physical condition through competitive athletic games and fosters physical fitness and comradeship among peace officers in the State of Texas and from other states since 1974; and,

WHEREAS, the Texas Police Games are conducted annually and are open to all sworn peace officers who meet the specific requirements as defined in Article 2.12 of the Texas Code of Criminal Procedure and the bylaws of the Texas Police Athletic Federation; and

WHEREAS, the police games, both state and international, have manifested numerous benefits for law enforcement officers in cities throughout the United States and for the citizens of the communities in which these officers serve; and

WHEREAS, the police games have serviced to enhance physical fitness among police officers, an essential and integral part of police work; and

WHEREAS, the police games have provided a strong moral factor, instilling pride in the law enforcement profession and in competitive achievements; and

WHEREAS, the Texas Police Games draw approximately 1,700 competitors and 5,000 spectators therefore supporting the Council vision of commerce specifically tourism; and

WHEREAS, the 2021 Texas Police Games are tentatively scheduled for the second or third week of June; and

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

SECTION 1 The City Council, City Manager, Police Chief, SACOP, and SAPOA support the 2021 Texas Police Games being held in San Angelo, Texas.

SECTION 2 This resolution in no way obligates the City of San Angelo to a financial contribution to the Texas Police Games and all support of the competition will be in compliance with City policies regarding in kind support.

PASSED and APPROVED THIS _____ DAY OF _____, 2019.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Daniel Valenzuela, City Manager

Theresa James, City Attorney

Frank Carter, Police Chief

Kelly Lajoie, President SACOP

John Bouligny, President SAPOA

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider a resolution authorizing a special event known as "Devoted Onez Car Club Car Show" and approving variances to City ordinances at Spring Creek Park for August 3, 2019 (Carl White)

Summary/History:

Devoted Onez Car Club has had a car show at Mary E. Lee park for the past few years. They turned in a special event application for the event this year and are asking to use the "Horseshoe" at Spring Creek Park.

As part of the review process for this event, SAPD informed Parks and Recreation that this event would require a City Ordinance variance related to driving and parking on the park grass as well as noise to be legal.

Financial Impact:

There is no fiscal impact regarding this item.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | Devoted Onez Car Club Variance Resolution 2019 | Devoted Onez Car Club Variance Resolution 2019.doc |
| 2. | SE Application Devoted Onez Car Club | SE Application Devoted Onez Car Club.pdf |
| 3. | Devoted Onez Car Club Variance Supp Exhibit A 2019 | Devoted Onez Car Club Variance Supp Exhibit A 2019.doc |

Presentation:

Approvals/Reviews:

Carl White	Created/Initiated
Carl White	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING APPLICANT, TITO REYES, TO HOLD A SPECIAL EVENT KNOWN AS “DEVOTED ONEZ CAR CLUB CAR SHOW” AND GRANTING VARIANCES FROM CITY ORDINANCES.

WHEREAS, the City Council for the City of San Angelo has approved a Special Event Application process through which individuals or groups may seek authorization to hold special events on public property; and,

WHEREAS, Chapter 9, Article 9.02.009 of the Code of Ordinances for the City of San Angelo provides that the City Council may authorize temporary variances from the prohibitions and requirements of City ordinances for such events; and,

WHEREAS, Tito Reyes has requested for “DEVOTED ONEZ CAR CLUB CARSHOW” to take place at Spring Creek Park; and,

WHEREAS, the City Council has taken into account the proximity of the event to residential areas; the probability of the event causing undue disturbance to users of the city property; the ability of the organizers to ensure the safety of participants and observers; and the effect on public safety of the granting of variances for the event.

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

Part 1: Tito Reyes (hereinafter Applicant), is hereby authorized to hold a special event in Spring Creek Park, known as “DEVOTED ONEZ CAR CLUB CARSHOW”. The event, including set up and clean up, will take place from 12:00 PM Friday, August 2, 2019 through 8:00 PM August 3, 2019.

Part 2: The event may include those activities as described on that certain “City of San Angelo-Special Event Application” and attachments thereto (hereinafter collectively referred to as “Application”) submitted by Applicant, a copy of which is attached to this Resolution as **Exhibit A**, and made a part hereof for all purposes.

Part 3: The variance referred to in the Application relating to Section 8.01.005 “Noises prohibited” of the City Code of Ordinances, is hereby granted from 12:00 PM Friday, August 2, 2019 through 8:00 PM August 3, 2019.

Part 4: A variance related to Section 9.02.005(5) (leaving movable structures or special vehicles in the park) for the event is hereby granted from 12:00 PM Friday, August 2, 2019 through 8:00 PM August 3, 2019.

Part 5: A variance related to Section 9.02.005(2) (setting a priority on use of fireplaces, picnic tables and benches other than first come first serve) for the event is hereby granted from 12:00 PM Friday, August 2, 2019 through 8:00 PM August 3, 2019.

Part 6: A variance related to Section 9.02.004(5) (driving and parking on area other than paved park roads or parking areas) for the event is hereby granted from 12:00 PM Friday, August 2, 2019 through 8:00 PM August 3, 2019.

Part 7: A variance related to Section A2.008 (tent permit fees) for the event is hereby granted from 12:00 PM Friday, August 2, 2019 through 8:00 PM August 3, 2019.

PASSED and APPROVED THIS _____ DAY OF _____, 2019.

ATTEST:

CITY OF SAN ANGELO, TEXAS

Julia Antilley, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO FORM

Theresa James, City Attorney

City of San Angelo – Special Event Application (ver. June 15, 2015)

Complete and return this application to the City of San Angelo Parks and Recreation Department Office at 702 South Chadbourne St. at least 30 days prior to the event for events not requesting City Support, at least 90 days for events requesting City Support.

Event Information	
Event Name: Devoted Onez 4th Annual Picnic Car Club	
Event Date(s) and Hours: 8-3-2019 12-8pm	Event Purpose & Description:
Event Location(s): Sprink Creek Park	Public Picnic and Family event (Car Show/Cars) Barbecue Cookoff Washes (in box)
Attendance, Estimated Daily/Overall: ? , 200	
Type of Event (Check one – see Special Events Policy for additional information) ☒ Non-Profit Event ☐ City Operated/Sponsored Event ☐ Political or Ballot Issue Event ☐ Parade, Block Party, Road Run/Walk/Etc – Specify: _____ ☐ other (describe): _____ ☐ For-Profit Event ☐ City Co-Sponsored Event <i>* for private events contact Parks & Rec. Admin. at 325-657-4279 for reservations</i>	
Event Sponsor Information	
Legal Business Name: Lone Star Collision	
Address: 1308 Pulliam	
Mailing Address: 1308 Pulliam	
Telephone: (325) 242-8554	Email Address: (325) 374-7727 DZ Martinez
Contact Name: Tito Reyes	Title: Owner
Contact Number: (325) 242-8554	Email Address:
Event Information (continued)	
Estimated date/time for set up: 1st weekend of August 3 August 2nd setup	Describe set up and clean up procedures: Dumpsters, Buckets, we will Clean up Before we leave.
Estimated date/time for clean up:	<i>*Sponsoring organization may be required to supply a dumpster and portable restrooms.</i>
Will street closure and/or use be necessary? ☐ YES ☒ NO If yes, complete the street closure/use form. If yes, show proposed road uses, emergency vehicle access, and barricade locations on your event map. <i>Note that the City of San Angelo does not have authority to close County and State roads.</i>	
Describe crowd and parking control and security plans for this event: Sponsors of an event must have certified police officers present, if required. This requirement, as well as the number of officers needed, will depend on the type of event (including activities), number of anticipated attendees at the event, whether or not alcohol will be consumed at the event, as well as other factors.	
Will be having SAPD off duty officers.	

Event Information (continued)

Will music be provided/included during the event? ☒ YES ☐ NO

Describe type of music proposed: ☐ Live ☒ Amplification ☐ Recorded ☒ Loudspeakers

Proposed time music will begin: 12

Proposed time music will end:

Describe noise control:

We'll stop around 7 but

Show proposed location of live band/disc jockey/loudspeakers/equipment on your attached event map

Do you plan to have special event signs and banners? ☒ YES ☐ NO Signs must conform to City Ordinances

Describe the general nature of signage used for the event: Sponsor Signs

Show locations for proposed placement of banners and signs on your attached event map.

Will the event have activities such as inflatables, amusement rides, climbing walls, live animals, etc?

☒ YES ☐ NO Only inflatable jump vendors who meet insurance requirements and have been pre-approved by the Parks & Recreation Department will be allowed to operate in the parks.

If yes, describe in detail the types of attractions and activities proposed:

Maybe inflatables 4yrs and under.

Show locations for all proposed activities on your attached event map.

Will the event have food, beverage, or concessions? ☒ YES ☐ NO

See Section F of the Special Events Policy for health department approvals and temporary food license requirements.

Describe in detail the general nature and scope of food, beverage, and concessions vendors:

its a picnic Family event we will have Games give aways and bar b q pits for members only

Show locations for proposed placement of food, beverage, and concessions vendors on your attached event map.

Do you plan to have alcohol served at this event? ☐ YES ☒ NO

Public events which sell alcohol must use the services of the City's Concessionaire. The Parks & Recreation Staff can provide you with the contact information for the Concessionaire.

If alcohol is present at the event, describe measures to be taken to prohibit the sale and distribution of alcohol to minors:

Will the following be placed or located in the event area?

No stakes of any kind allowed on any walkway, roadway, or other hard surface.

<u>Item</u>	<u>Quantity</u>	<u>Item</u>	<u>Quantity</u>
☒ Booths:	4	☒ Tables:	8
☒ Tents*:	20	☒ Trash cans:	8
☒ Awnings:	20	☒ Portable Toilets:	4
☒ Canopies:	20	(may be required depending on event)	
☐ Rides:		☐ other (describe):	

* Tents that exceed 120 square feet of area will require special permit. Contact Permits Office at 657-4421/2.

You must attach a plan of the proposed event map and layout. Include the proposed location of booths, tents, tables, portable toilets, rides, routes, etc.

Event Information (continued)		
Application Check List (failure to provide necessary documentation will delay application review and approval)		
I have attached the following items: ☒ Completed Application ☒ Application Non-Refundable Permit Fee of \$35.00 ☐ Deposit (see policy) ☐ Certificate of Insurance (10 business days prior to first day of event) ☐ Street use and/or closure permit (if required) ☒ Detailed Event Map (showing road uses, signage, vending, tent, and activity locations, etc. Maps can be found on Google earth or www.cosatx.us, look under DEPARTMENTS & SERVICES > GEOGRAPHICAL INFORMATION SYSTEMS > Online mapping > Launch interactive online map) ☐ Temporary Health Permit (if required) If any document is missing, please explain: 		
The applicant and sponsoring organization understands and agrees to: - provide a certificate of insurance with all coverage deemed necessary for the event, name the City of San Angelo as an additional insured on all applicable policies, and submit the certificate to the City Risk Management Office no later than 10 business days prior to the event (contact the Risk Management Office at 325-657-4359); - comply with all City and County ordinances and applicable state laws, comply with City policies, and acknowledge that the special events permit does not relieve the applicant or sponsoring organization from meeting any application requirements of law or other public bodies or agencies; and - promptly pay any billing for City services rendered or deemed necessary as part of the event and event approval. Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's Special Events Policy. The applicant and sponsoring organization understand that it may be necessary to meet with City staff during the review of this application and that City Council approval may be necessary. The applicant agrees the sponsoring organization will operate the event in conformance with the written approval. Sponsors of events, in which food and/or beverage vendors will be present, must contact the City of San Angelo Health Department 90 days prior to of the event date. Contact the City of San Angelo Health Department at 325-657-4493. As the duly authorized agent of the sponsoring organization, I hereby apply for approval of the Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.		
Applicant Signature: <i>1-15-2019 Tito Reyes</i>		Date: <i>1-15-2019</i>
Complete and return this application to the City of San Angelo Parks and Recreation Department Office at 702 South Chadbourne St. at least 30 days prior to the event for events not requesting City Support or at least 90 days prior for events requesting City Support. Contact the Parks & Recreation Department at 657-4279/4450 if you have any questions about this application, this policy, or your event.		
Final Approval:	Date:	Application Receipt Date & Time:



Games Include:
Water melon eating Contests
Tire Toss
Jalapeno eating / Fideo eating Contests

EXHIBIT A
SUPPLEMENT TO SPECIAL EVENTS PERMIT
Devoted Onez Car Club Car Show
August 3, 2019

Permit Holder: Devoted Onez Car Club Car Show at Spring Creek Park

Contact Person: Name Phone
 Tito Reyes (325) 656-7455
 Lone Star Collision (325) 262-8554

Location of Event: Spring Creek Park
 2160 Mary E. Lee Road
 San Angelo, TX 76904

Name of Event: Devoted Onez Car Club Annual Car Show (hereinafter "Event")

Date of Event: August 3, 2019
 Set up: August 2, 2019
 Clean up: August 3, 2019, finished event and music at 8:00 p.m.

Anticipated
Attendance: 200

Hours of
Operation: August 3, 2019 (setup)
 12:00 p.m. through 8:00 p.m., August 3, 2019 (event with music)

This supplement to the special event permit is issued to the Devoted Onez Car Show by the City of San Angelo (hereinafter "City") subject to the conditions and requirements set forth below.

Permitted Activities

1. Event participants may park on the grass at Spring Creek Park during the date set out above.
2. Event staff may set up tents and signs and allow vendors in the Area subject to any regulations set out in this Permit.
3. Event participants may play music during the event.

Requirements for Permit Holder (“Devoted Onez Car Show”)

1. Sanitation.
 - a. Event will set up two (2) Port-A-Potties.
 - b. Event will clean up Area at the conclusion of event.
2. Insurance and Indemnification.
 - a. Event shall provide insurance as required by the City of San Angelo's Risk Manager and shall provide proof of such insurance.
3. Vendors.
 - a. Vendors shall obtain all necessary health permits and shall have appropriate liability insurance and an active Sales and Use Tax Permit.

The City Manager or his designee shall have authority to require Devoted Onez Car Show to comply with the above-listed requirements and to correct any deficiencies. In case of a threat to the public health or safety, the City Manager or his designee may suspend operations of the Event until deficiencies are corrected.

Variances: See Attachment 1 to this Exhibit.

Authority of City to Regulate Event

The City Manager or his designee shall have the authority to interpret this Permit and/or adopt new rules during the Event to ensure public health and safety and proper use of all public rights-of-way.

EVENT SPONSOR

Carl White
Parks & Recreation Director

**Attachment 1 to Exhibit A
TO THE 2019 DEVOTED ONEZ CAR CLUB CAR SHOW**

Exhibit 1 to Event Resolution

Variances

- 1) Conduct of this Event shall not constitute a violation of the City's noise ordinances.
- 2) Notwithstanding City ordinances to the contrary, event Sponsor shall not be required to obtain permits for tents and signs.
- 3) Notwithstanding City ordinances to the contrary, event participants may park on designated areas on the grass.
- 4) Notwithstanding City ordinances to the contrary, flags, banners, and information signs shall be allowed for the Event. Placement shall be coordinated with and approved by the City Manager or his designee.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Theresa James, City Attorney, City Manager's Office, X1413

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider approving an Memorandum of Understanding with the Office of the Governor outlining the City's responsibilities for the maintenance of the Texas Music Industry Directory (Daniel Valenzuela)

Summary/History:

The purpose of the attached Memorandum of Understanding (MOU) is to document the responsibilities for the export and maintenance of the City of San Angelo dataset within the Texas Music Industry Directory. The Directory consists of listings of recording studios, music venues, booking agents, producers, musicians, and other music businesses and is published on the State-owned and managed website, TexasMusicOffice.com. The Directory will be matched and updated from the correlating City-owned dataset of San Angelo-area music businesses.

This MOU will help the Office of the Governor meet its legislative mandate of promoting the development of the music industry in Texas by informing members of that industry and the public about the resources available in the state for music production. In addition, this MOU permits the City to use information exported from the Directory to create and maintain a San Angelo Music Industry dataset to promote the development of the San Angelo music industry.

Financial Impact:

There is no fiscal impact to the City for these activities.

Other Information/Recommendation:

Attachments:

1. (1) (1).docx

Presentation:

Daniel Valenzuela

Approvals/Reviews:

Theresa James	Created/Initiated
Becky Dunn	Approved
Theresa James	Approved
Anthony Wilson	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Julia Antilley

Final Approval

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR
AND THE
CITY OF SAN ANGELO
FOR MAINTENANCE OF THE TEXAS MUSIC INDUSTRY DIRECTORY**

This Memorandum of Understanding (“MOU”) for ongoing maintenance of the City of San Angelo dataset of the Texas Music Directory is entered into by and between the Texas Music Office within the Office of the Governor (“OOG”) and the City of San Angelo (“City”). The OOG and City shall be referred to collectively as the “Parties.”

I. PURPOSE

The purpose of the MOU is to document the responsibilities of the Parties for export and maintenance of the City of San Angelo dataset within the Texas Music Industry Directory (the “Directory”). The Directory consists of listings of recording studios, music venues, booking agents, producers, musicians, and other music businesses and is published on the State-owned and managed website, TexasMusicOffice.com. The Directory will be matched and updated from the correlating City-owned dataset of San Angelo-area music businesses.

This MOU encourages mutual cooperation of the Parties to maintain the accuracy of the information within the San Angelo dataset to help the OOG meet its legislative mandate of promoting the development of the music industry in Texas by informing members of that industry and the public about the resources available in the state for music production. Additional information on the websites, dataset format, and the primary contacts assigned to maintain those datasets are described in this MOU. In addition, this MOU permits the City to use information exported from the Directory to create and maintain a San Angelo Music Industry dataset to promote the development of the San Angelo music industry.

The Parties, in consideration of the mutual covenants and agreements to be performed as set forth in this MOU, agree as follows:

II. TERM

Upon execution by the Parties, this MOU shall commence effective upon the signature of the last Party to sign this MOU, and shall remain in effect for a period of one year, unless extended by option of the Parties or terminated earlier pursuant to the terms of this MOU. This MOU may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.

III. SCOPE

The San Angelo dataset will be exchanged between the Parties twice a year. Both Parties shall have the ability to receive updated dataset information from the other Party. Maintenance includes the exporting, updating and monitoring of the San Angelo dataset of the Directory. The Parties will cooperate

in good faith at all times to comply with all applicable laws. The Parties shall cooperate when developing priorities and performing maintenance activities with respect to the San Angelo dataset, and will share information to create a more accurate Texas Music Industry Directory for the mutual benefit of both Parties.

The Parties shall identify primary contacts for all ongoing correspondence and communication related to this MOU. Requests for the twice-a-year export of the dataset and questions about information within the dataset will be managed by these contacts.

The Parties acknowledge that the directory is a priority and agree to dedicate staff time as necessary to perform the tasks required to ensure proper maintenance of the San Angelo dataset of the Directory.

IV. MANAGING PARTIES

CITY MUSIC DIVISION / CVB

Diann Bayes
Vice President
San Angelo Convention & Visitors Bureau
418 W. Avenue B.
San Angelo, TX 77301
325-655-4136
diann@sanangelo.org

TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR

Brendon Anthony
Department Director
Texas Music Office
1100 San Jacinto Boulevard
Austin, Texas 78701
(512) 284-1999
brendon.anthony@gov.texas.gov

V. OOG RESPONSIBILITIES

The OOG shall undertake the following activities during the term of the MOU term:

1. Export the current San Angelo Music Industry dataset twice annually during the months of January and July as an Excel spreadsheet or tab-delimited file. The dataset includes and is limited to: business name, business sort code (how the business is sorted alphabetically), business address, business phone number, contact name & contact job title, business email address, business website URL, genre businesses work within, business category, year business was established, and a business description. The OOG contact will then email an Excel spreadsheet and/or tab-delimited file of the export to the City so that the City may create a San Angelo Music Industry dataset to be published on the City's website, and so that the City may research the accuracy of the dataset.
2. Ensure that the City is kept aware of any website changes that may affect the San Angelo database.
3. Establish and maintain communication with businesses in the Texas Music Industry Directory to assist in the updating of the current listings as necessary.

VI. CITY RESPONSIBILITIES

The City shall undertake the following activities during the term of the MOU term:

1. Assist the OOG in maintaining the San Angelo Music Industry dataset, located at:
[https://gov.texas.gov/apps/music/directory/results/all/p1/city/San Angelo](https://gov.texas.gov/apps/music/directory/results/all/p1/city/San%20Angelo)

2. Review and update where possible all exported entries within the San Angelo Music Industry dataset.
3. Update and export the San Angelo dataset twice annually during the months of January and July, to be sent to the OOG for update of the online Directory within 3 months of receiving the exported dataset from the OOG.
4. Promote public awareness of the San Angelo Music Industry dataset and encourage utilization by industry members.

VII. TEXAS PUBLIC INFORMATION ACT

The exchange of information by the Parties is not a release of information to the general public, but rather an intergovernmental transfer of records from one governmental body to another for an official purpose. Notwithstanding any provisions of this MOU, the Parties acknowledge that they are subject to the Texas Public Information Act, Texas Government Code Chapter 552, and (the "PIA") and that this MOU and any information created or exchanged in connection with this MOU is subject to the PIA. The Parties agree to notify each other in writing within a reasonable time from receipt of a request for information covering the subject matter of this MOU. The OOG, in consultation with the City, will make a determination whether to submit a request for a ruling under the PIA to the Attorney General.

VIII. AMENDMENT

This MOU may be amended only upon written agreement signed by the Parties.

IX. TERMINATION

The Parties understand that participation in this MOU is voluntary and may be terminated by either Party by giving thirty (30) days' written notice to the other Party of its intention to terminate. Within a reasonable time prior to the final termination of this MOU, the Parties will cooperate with each other to ensure that each Party receives the most current San Angelo Music Industry dataset.

X. COSTS

Each Party will bear its own costs in performing its obligations under this MOU.

SIGNATORIES. IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date stated above.

DEPARTMENT, CITY

**TEXAS MUSIC OFFICE
OFFICE OF THE GOVERNOR**

MAYOR, BRENDA GUNTER

CHIEF OF STAFF OR DESIGNEE
OFFICE OF THE GOVERNOR

DATE

DATE

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider a resolution in opposition to S.B. 1152 and H.B. 3535 regarding telephone/cable franchise fees (Tina Dierschke)

Summary/History:

The proposed resolution is in opposition to Senate Bill 1152 and House Bill 3535. These bills would allow cable companies to choose whether they will pay either cable or telephone franchise fees rather than both as they do now. For example, if a cable company provides both telephone service and video service, it pays rental fees for both because it benefits financially from both by using public land for a private purpose. The bill would allow the company to simply choose to no longer pay the lesser of the two fees.

Promoters of the bills are referring to the payment of both a telephone franchise fee and a cable franchise fee as "double-taxation." In fact, the franchise fee is not a tax but a payment for the rental of the City's rights-of-way which is taxpayer-owned property. The bills would force City taxpayers to subsidize the cost of doing business for the companies.

The Texas Constitution prohibits the legislature from forcing a city to give away publicly-owned property for less than fair market value. The bills are unconstitutional because they eliminate value-based compensation. In other words, the compensation would no longer be based on the value of the right-of-way to the companies.

The City's current budget for telephone franchise fees is \$571,299 and is \$1,352,833 for television (cable) franchise. The impact to the City could be a loss in some of the revenue generated from telephone and/or cable franchise fees depending on which each respective company chose to eliminate. These actions could have a significant impact to the City's budget and to the services that we are able to provide.

Financial Impact:

The City's current budget for telephone franchise fees is \$571,299 and is \$1,352,833 for television (cable) franchise. The impact to the City could be a loss in some of the revenue generated from telephone and/or cable franchise fees depending on which each respective company chose to eliminate. These actions could have a significant impact to the City's budget and to the services that we are able to provide.

Other Information/Recommendation:

Attachments:

1. Opposing HB 3535 and SB 1152

Opposing HB 3535 and SB 1152.docx

Presentation:

Approvals/Reviews:

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, OPPOSING THE TEXAS HOUSE BILL 3535 AND SENATE BILL 1152 WHICH WOULD DISSOLVE MUNICIPAL FRANCHISE FEES FOR CABLE AND TELECOMMUNICATIONS PROVIDERS FOR USE OF THE CITY'S RIGHT-OF-WAY

WHEREAS, Legislative activities are ongoing at the Texas State Legislature; and

WHEREAS, the legislature is considering HB 3535 and SB 1152 that will remove franchise fees for cable and telecommunications providers; and

WHEREAS, these fees for the use of City right-of-way are an important revenue tool used by the City of San Angelo to provide City services including public safety and public works; and

WHEREAS, the City Council is of the opinion that such fees for the use of public right-of-way are still in the best interest of the City and its citizens.

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

Section I. The City of San Angelo opposes HB 3535 and SB 1152 which are currently in the Texas Legislature.

Section II. The City Manager or his designee is directed to send copies of this resolution to the members of the Texas Legislature.

DULY PASSED AND APPROVED the 16th Day of April, 2019:

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

Approved as to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Consent Item

Caption:

Consider approving an amendment to the contract with Reece Albert, Inc. in the amount of \$64,500.49 to be reimbursed by design engineer's insurance and authorizing the City Manager to execute any related documents (Russell Pehl)

Summary/History:

This is for a portion of Bell St that was constructed to plans and specifications but after installation it was discovered that the area holds water. The engineer of record has revised the drawings to have the problem resolved. The engineering firm will be reimbursing the city for all costs of the repair.

Financial Impact:

The City will pay the initial cost of the repair and be reimbursed for that cost from Freese and Nichols, INC.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | COSA Bell Street Change Orders - Rem and Replace
Conc Pvmt | COSA Bell Street Change Orders - Rem and Replace Conc
Pvmt.pdf |
|----|---|---|

Presentation:

Approvals/Reviews:

Kevin Pate	Created/Initiated
Russell Pehl	Approved
Theresa James	Approved
Anthony Wilson	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval



CHANGE ORDER PROPOSAL

Date	April 10, 2019
Project	Bell Street Improvements
Location	San Angelo, TX

BELL STREET IMPROVEMENTS

Phase 2 - Remove and Replace Concrete Pavement

Remove and replace concrete pavement as a result of error in design grades.

Area in Phase 2 between stations 106+60 to station 109+00

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
Item 8.1 - Removing Concrete Pavement (6" - 8")	693.33	SY	\$5.80	\$4,021.31
Item 10.1A - 8" Concrete Pavement	693.33	SY	\$87.23	\$60,479.18
	Total			\$64,500.49

The compensation agreed to upon in this change order is full, complete and final payment for all costs the contractor may incur as a result of or related to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other affect on changed or unchanged work as a result of this change order.

PLEASE SIGN AND RETURN 1 COPY

This Proposal may be withdrawn by us if not accepted within 30 days

Said amount is due and payable in San Angelo, Tom Green County, Texas. Full payment for work accomplished shall be due on receipt of invoice. A 1% per month carrying fee will added to past due accounts. 18% of amount due shall be added if suit is brought thereon.

Accepted

By _____

Date _____

Yours very truly,

REECE ALBERT, INC.

By 
SKIP KLEMENT, ESTIMATOR

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Allison Strube, Water Utilities Director, Water Utilities, 325-657-4209

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

Public hearing and first reading of an ordinance amending Chapter 11 "Utilities", Article 11.05 "Water Conservation and Drought Contingency Plan" by deleting the adoption date from ordinance language (Presentation made by Water Utilities Director Allison Strube)

Summary/History:

The City of San Angelo reviews and updates the Water Conservation and Drought Contingency Plan at a minimum of every 5 years in order to adjust goals and targets. It also takes into account new technology and new best management practices. The previous plan was adopted and updated on September 4, 2014 as stated in the ordinance.

The proposed ordinance change is to remove the adoption date in the ordinance. The City Council will still adopt and approve any modification to the Water Conservation and Drought Contingency Plan, but rather than modifying the ordinance each time it is adopted the City Council will just adopt the updated plan.

Under Texas Water Code Chapter 11 and Title 30 Texas Administrative Code Chapter 288, the City of San Angelo is required to submit an updated Water Conservation Plan and Drought Contingency Plan to the Texas Commission on Environmental Quality (TCEQ) every five years. In addition to TCEQ, the City is required to submit a copy of the plan to Texas Water Development Board.

The updated plan will be brought to City Council for their approval following the second reading of the ordinance change at the May 7, 2019 City Council meeting.

Financial Impact:

No fiscal impact associated with this item.

Other Information/Recommendation:

Staff recommends the last adoption date be removed from the ordinance. Upon removal, Water Utilities will bring the updated Water Conservation and Drought Contingency Plan to City Council for their approval at the May 7, 2019 meeting. The September 4, 2014 plan will remain in effect until a new plan is adopted by City Council.

Attachments:

- | | | |
|----|---------------------|--------------------------|
| 1. | Ordinance Amendment | Ordinance Amendment.docx |
|----|---------------------|--------------------------|

Presentation:

Approvals/Reviews:

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

AN ORDINANCE AMENDING CHAPTER 11 "UTILITIES", ARTICLE 11.05 "WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN", SECTION 11.05.002(1) "WATER CONSERVATION MEASURES", OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, CHAPTER 11, ARTICLE 11.05, SECTION 11.05.002(1) of the Code of Ordinances is hereby amended as follows:

"Sec. 11.05.002 - Water conservation measures

The city will utilize the following strategies to encourage, promote and require citizens to conserve water at all times.

- (1) *Conservation plan* . The "City of San Angelo Water Conservation Plan," ~~dated March 20, 2014 (revised September 4, 2014) which is as adopted by Council~~, on file in the office of the city clerk, and available for public inspection, is adopted and incorporated herein.
 - (A) *Implementation* . The director of water utilities will act as the administrator of the water conservation plan. The administrator will oversee the execution and implementation of all elements of the program and will be responsible for supervising the promulgation and retention of records for program verification.

2) THAT all remaining subsections of Section 11.05.002 not amended by this ordinance remain in full force and effect.

3) THAT, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

4) THAT, this Ordinance shall be effective upon passage.

INTRODUCED on the ____ day of _____, 2019, and finally PASSED, APPROVED and ADOPTED on this the ____ day of _____, 2019.

CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Theresa James, City Attorney, City Clerk, X1413

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending Chapter 8 "Offenses and Nuisances", Article 8.11 "Outdoor Lighting", Section 8.11.005 "Light Trespass" to change the allowable maximum intensity to 0.5 footcandles (Presentation made by City Attorney Theresa James)

Summary/History:

When Section 8.11.005 of the Code of Ordinances was initially approved, the approval included a typographical error. Per the adopted ordinance, the allowable maximum intensity of light measured at the property line abutting a residential use was .05 foot-candles. This measure was not what was intended.

The purpose of this ordinance change is to correct that error and changing the ordinance to meet the original intent of the provision which was to set the allowable maximum intensity of light to be .5 foot-candles as measured at the property line.

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | 19-289 ORDSection 8 11 005 Light Trespass | 19-289 ORDSection 8 11 005 Light Trespass.docx |
|----|---|--|

Presentation:

Approvals/Reviews:

Theresa James
Becky Dunn
Julia Antilley

Created/Initiated
Approved
Final Approval

**AN ORDINANCE DELETED AND REPLACING CHAPTER 8,
"OFFENSES AND NUISANCES", ARTICLE 8.11 "OUTDOOR
LIGHTING", SECTION 8.11.005 "LIGHT TRESPASS" OF THE
CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS,
PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN
EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Chapter 8, Article 8.11, Section 8.11.005 of the Code of Ordinances, City of San Angelo, Texas, is hereby amended as follows:

"Sec. 8.11.005 - Light trespass

Any use of luminaries shall be operated so as not to produce glare or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source and reflector so selected that acting together the light beam is controlled and not directed across any bounding property line above a height of three feet. The allowable maximum intensity measured at the property line abutting a residential use shall be 0.05 footcandles."

2) THAT all remaining provisions not amended by this ordinance remain in full force and effect.

3) THAT, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

4) THAT, this Ordinance shall be effective on, from and after the publication of this ordinance and final passage of a bike plan adopted by City Council after the date of this Ordinance.

INTRODUCED on the ____ day of _____, 2019, and finally PASSED, APPROVED and ADOPTED on this the ____ day of _____, 2019.

CITY OF SAN ANGELO

ATTEST:

Julia Antilley, City Clerk

Brenda Gunter, Mayor

Approved as to Form:

Theresa James
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance approving a street name change for "King Mill Dr." and "Wedgewood Ct." to "King Mill Cir.", over the complete length of these street rights-of-way, 340 and 345 linear ft respectively (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

A request for approval of a Street Name Change for King Mill Drive & Wedgewood Court to "King Mill Circle." The request is to rename the entirety of both street's right-of-way. The applicant's intent is to reconfigure this section of Bentwood Country Club Estates to allow additional homes. The streets are identified as "Local Street" in the City's Master Thoroughfare Plan.

Financial Impact:

N/A

Other Information/Recommendation:

On March 18, 2019, the Planning Commission recommended APPROVAL of the street name change unanimously.

Attachments:

- | | | |
|----|--------------------|---|
| 1. | Staff Report (SNC) | CC King Mill Dr-Wedgewood Ct Staff Report.pdf |
| 2. | Ordinance (SNC) | 19-0094_PL_KING-HILL_WEDGWOOD_NAME_CHG_ORD.docx |

Presentation:

Jon James

Approvals/Reviews:

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

CITY COUNCIL –APRIL 16 & MAY 7, 2019

STAFF REPORT



APPLICATION TYPE:		CASE:	
Street Name Change		King Mill Drive & Wedgewood Court	
SYNOPSIS:			
A request for approval of a Street Name Change for King Mill Drive & Wedgewood Court to “King Mill Circle.” The request is to rename the entirety of both street’s right-of-way. The applicant’s intent is to reconfigure this section of Bentwood to allow additional homes. The streets are identified as a “Local Street” in the City’s Master Thoroughfare Plan.			
LOCATION:		LEGAL DESCRIPTION:	
King Mill Drive & Wedgewood Court		Being approximately 340 linear feet of King Mill Drive and 345 linear feet of Wedgewood Court public right-of-ways; generally located west of Overhill Drive and Club Park Way.	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FUTURE LAND USE:
SMD District #1 – Tommy Hiebert Country Club Neighborhood		RM-1 – Low Rise Multifamily Residential	Neighborhood
			SIZE:
			340 & 345 Ln. Ft.
THOROUGHFARE PLAN:			
King Mill Drive – Urban Local Street, 50’ ROW required (50’ Existing), 36’ with a 4’ sidewalk or 40’ pavement required (40’ Existing) Wedgewood Court – Urban Local Street, 50’ ROW required (50’ Existing), 36’ with a 4’ sidewalk or 40’ pavement required (40’ Existing)			
NOTIFICATIONS:			
4 notifications mailed directly adjacent the proposed street rename on February 26, 2019. Zero have been received in support and One in opposition			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the Street Name Change for King Mill Drive & Wedgewood Court to “King Mill Circle,” subject to Two Conditions of Approval			
PROPERTY OWNER/PETITIONER:			
Bentwood Development, LLC			
STAFF CONTACT:			
Hillary Bueker, RLA Senior Planner (325) 657-4210, Ext. 1547 hillary.bueker@cosatx.us			



Street Name Change: King Mill Drive & Wedgewood Court are located in the South San Angelo. The developer is in the process of seeking approval for a final plat for the area that encompasses a portion of previously platted land which dedicated these two public street cul-de-sacs. The proposed new plat looks to connect the two existing cul-de-sac to create a loop street configuration. For these reasons, the developer is seeking a street name change to reflect the new street configuration.

The following are three guidelines which the Division uses to determine the applicability and appropriateness of any proposed street name change.

1. Whether or not the street name change would confuse motorists and emergency vehicles

The proposed street name change appears unlikely to confuse motorists and emergency vehicles. Since the proposed street acts more as a loop street configuration, this change would help relieve confusion by giving the perception of a circular street design. The configuration of King Mill Drive & Wedgewood Court is currently a short cul-de-sac Local Street and there is one home addressed using King Mill Drive. From an emergency response standpoint, city staff stand ready to make any necessary data changes to ensure a minimal disruption in response times, should the Ordinance authorizing the name designation be adopted.

2. Whether there is the same or similar name to the proposed street name

There are no existing streets in San Angelo with the same or similar name. This change would remove King Mill Drive and replace it with King Mill Circle.

3. Whether or not there is a justified reason to rename the street such as the naming for the betterment of the community or to honor a public figure

Since the road now acts more as a loop street configuration, Staff believes renaming the street would clarify the use of the road as well as avoid confusion.

Planning Commission Recommendation:

On March 18, 2019 the Planning Commission recommended APPROVAL of a request to change “King Mill Drive” and “Wedgewood Court” to “King Mill Circle”, over the complete length of these street right-of-ways, 340 and 345 linear feet respectively, located west of Overhill Drive and Club Park Way. The following is the complete excerpt from the draft minutes from the meeting.

Hillary Bueker, Senior Planner, presented the proposed Street Name Change request. She indicated that King Mill Drive and Wedgewood Court were part of a previously approved plat and will now be part of the new Bentwood Plat that was approved earlier in this meeting. She explained that the street name change to “King Mill Circle” will allow these two streets to turn into a circle drive. Mrs. Bueker outlined Staff’s recommendation to approve the street name change request on the grounds that it would clarify the street configuration and use for emergency personnel, residents, and visitors; that there are no existing streets in the City with the same or similar name; and that it will help to avoid

confusion. Mrs. Bueker passed out one resident letter expressing concerns about the addressing change being on a corner lot.

Chair Stribling opened the meeting for public comment.

There was no public comment.

Vice Chair Spano reviewed the resident letter and understood the concerns about having to change their mailbox, as well as the cost associated with removing the current address etched onto the home. He asked if there were any other homes affected by the change.

Ms. Bueker responded that there was not.

Vice Chair Spano made a Motion to recommend APPROVAL to change “King Mill Drive” and “Wedgewood Court” to “King Mill Circle”, over the complete length of these street right-of-ways, 340 and 345 linear feet respectively, located west of Overhill Drive and Club Park Way, subject to the two conditions of approval as presented. Commissioner Smith seconded the motion. The motion passed unanimously 6-0.

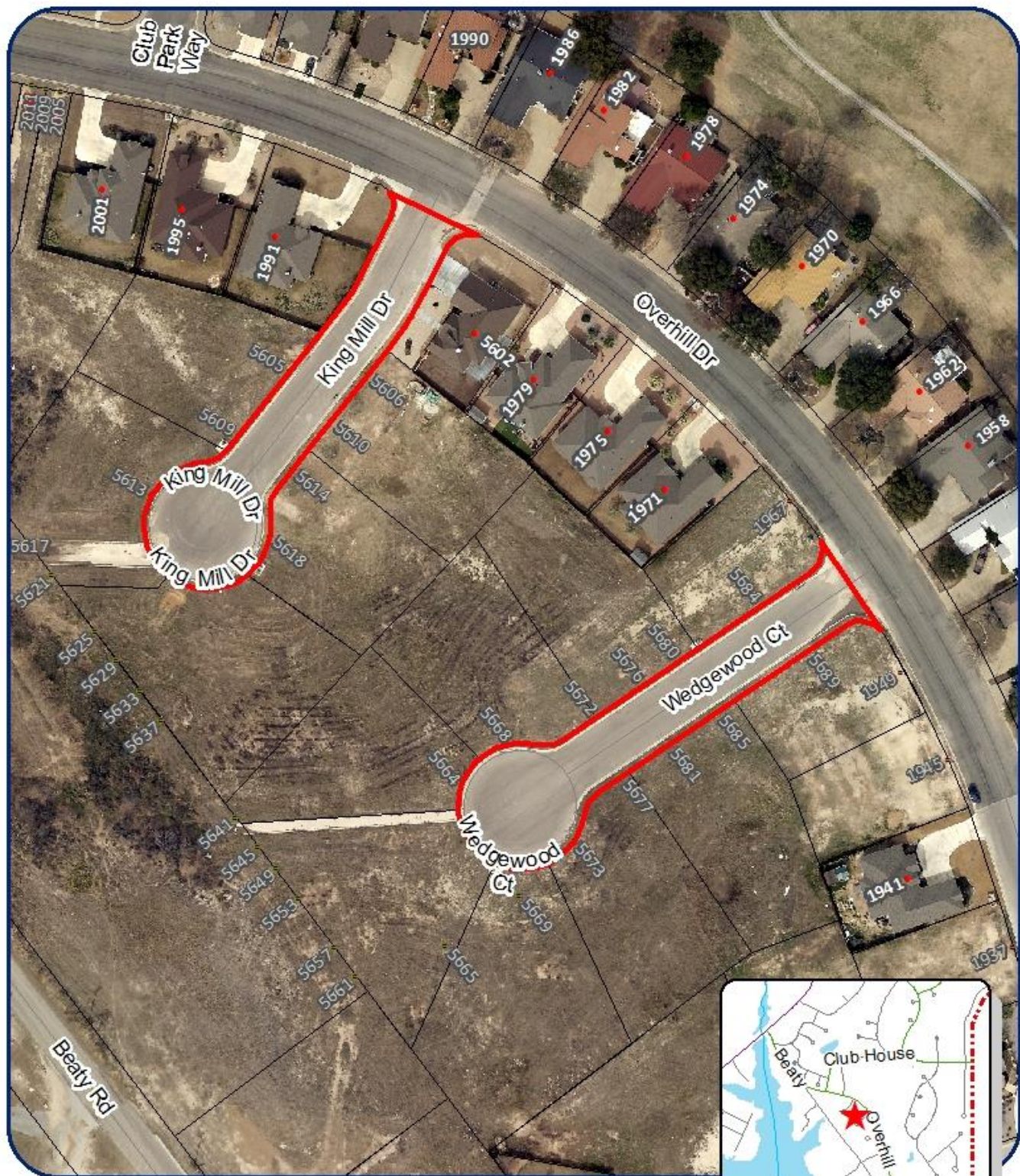
Recommendation:

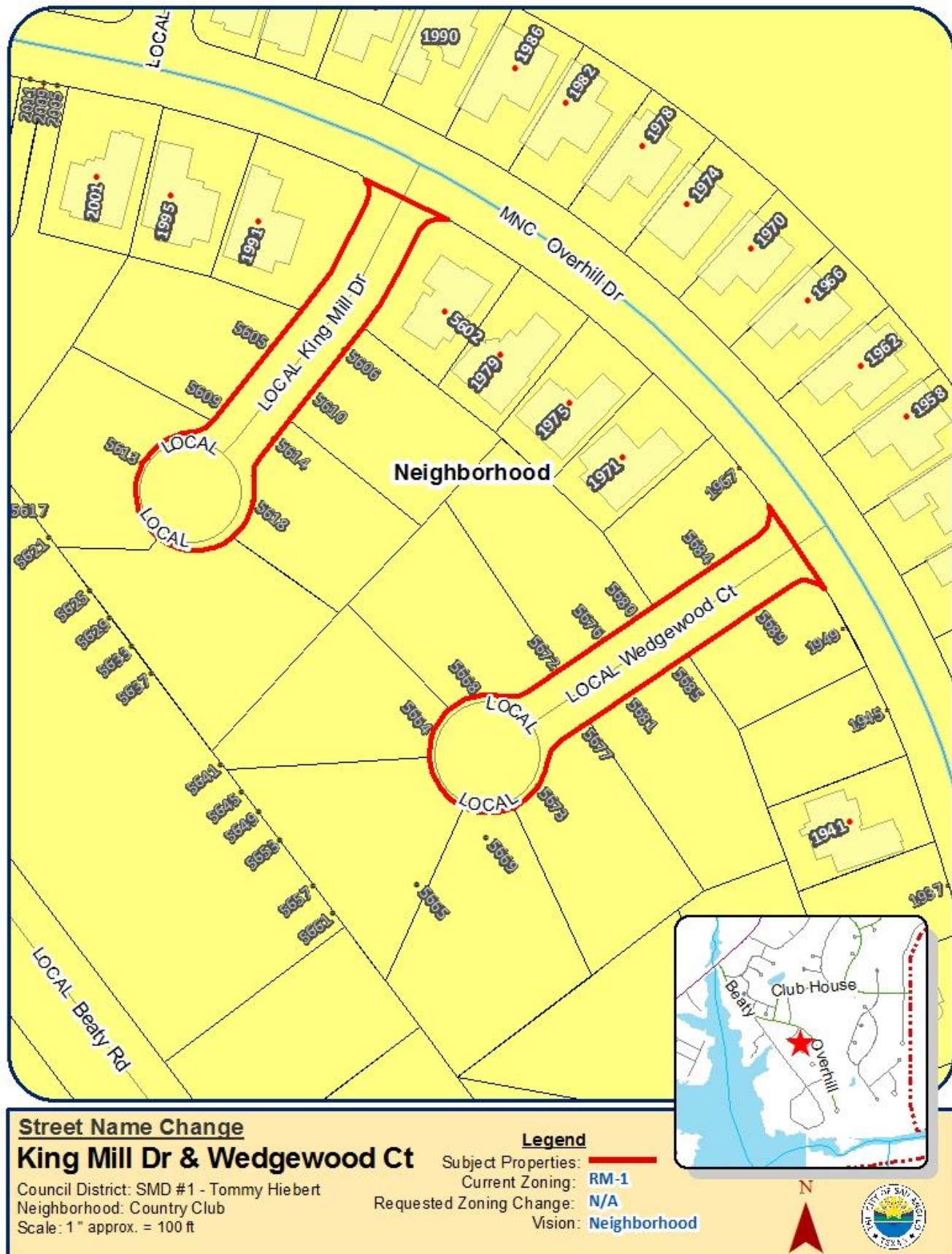
Staff’s recommendation is to Recommend **APPROVAL** of the proposed Street Name Change for King Mill Drive & Wedgewood Court to **“King Mill Circle,” subject to two Conditions of Approval:**

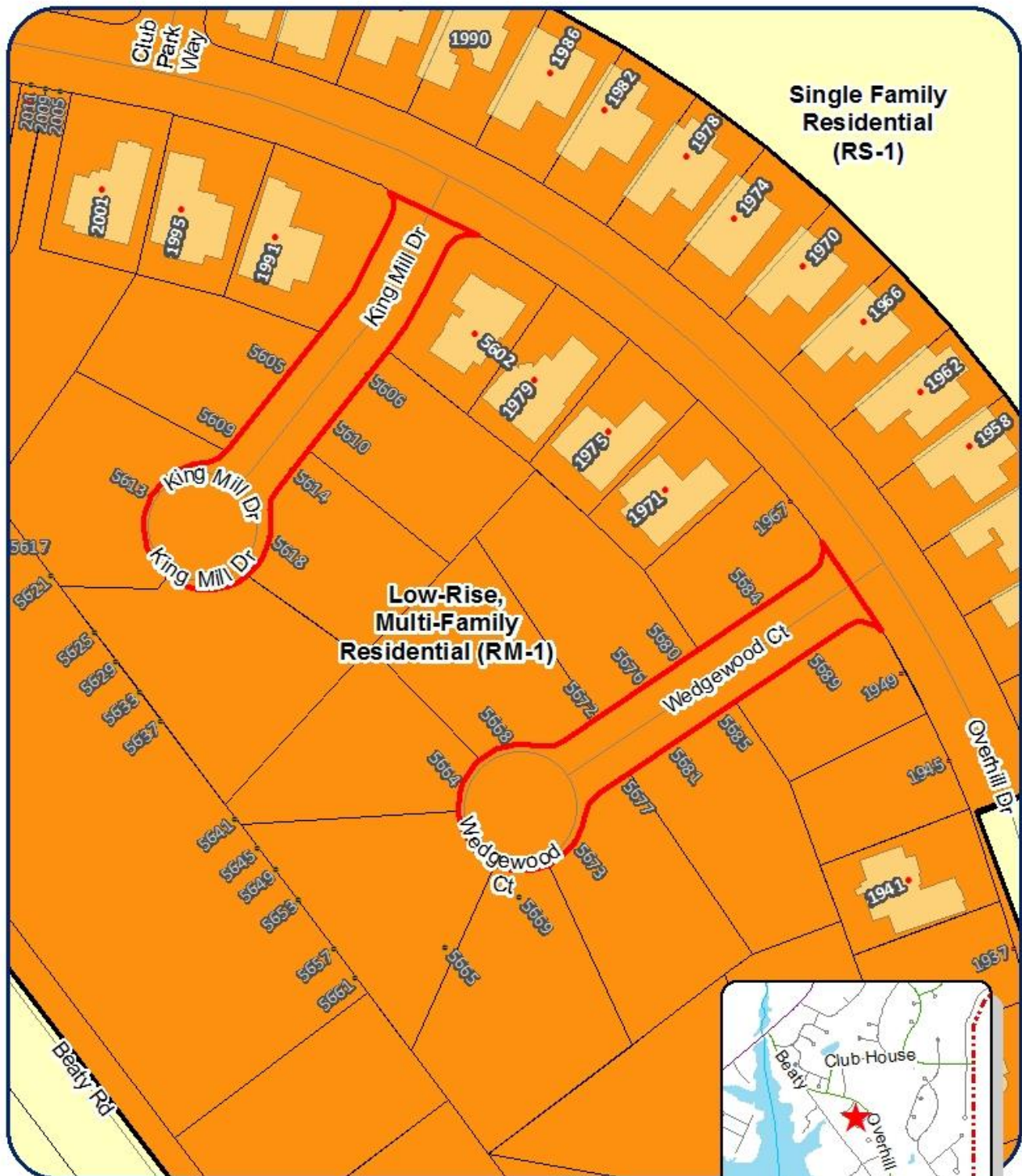
1. A request to the City’s 911 Addressing Coordinator shall be submitted for an address/street name change for addresses affected by the street name change
2. Payment to the City of San Angelo shall be made for the installation of two street identification signs at the intersections with Austin Street and Vaughn Street. All signage shall be designed and erected in accordance with local regulations.

Attachments:

Aerial Maps
Future Land Use Map
Zoning Map
Plat Exhibit
Notification Map
Resident Letter
Applications







Street Name Change

King Mill Dr & Wedgewood Ct

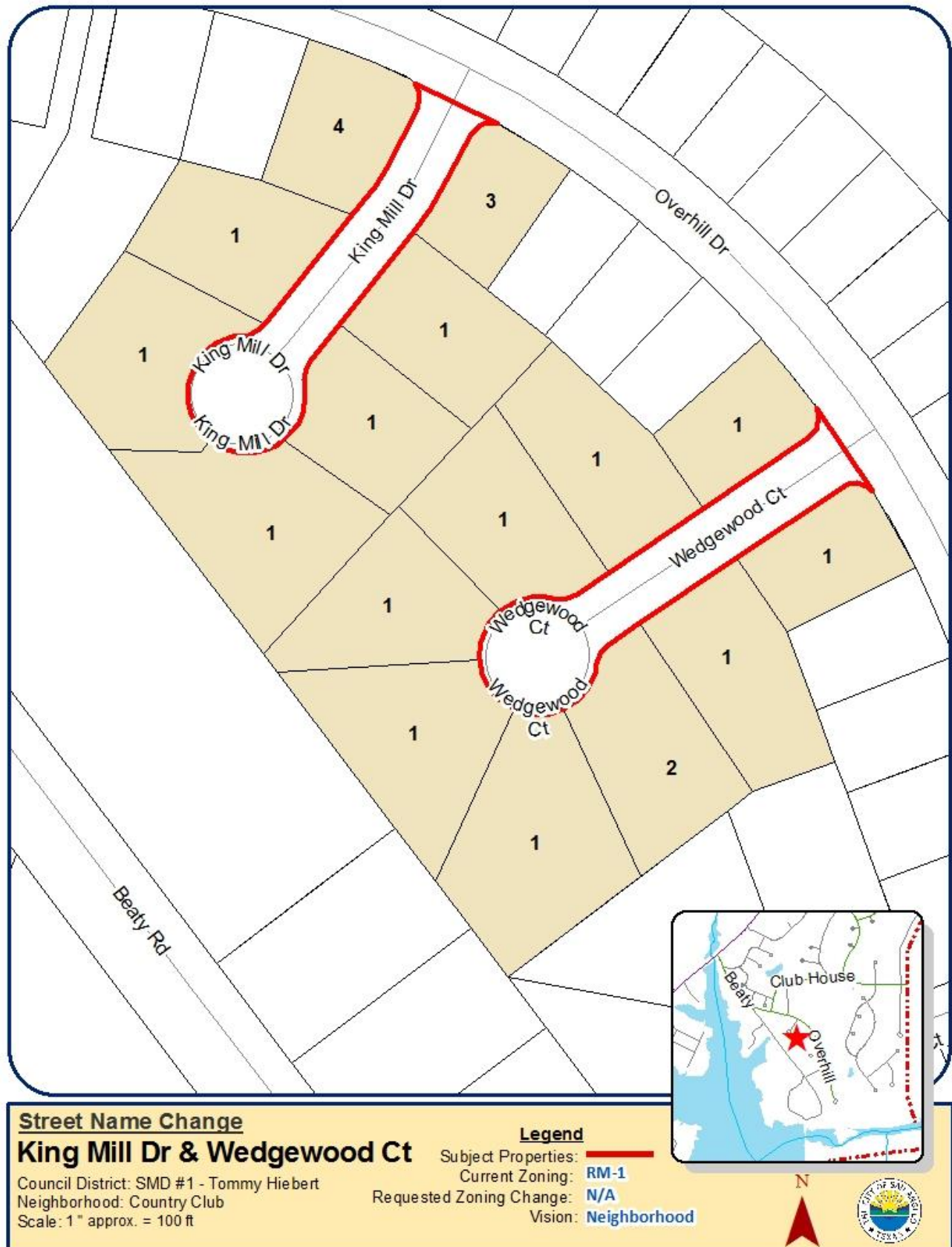
Council District: SMD #1 - Tommy Hiebert
Neighborhood: Country Club
Scale: 1" approx. = 100 ft

Legend

Subject Properties: —
Current Zoning: **RM-1**
Requested Zoning Change: **N/A**
Vision: **Neighborhood**







TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO
FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 72 W
COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

() IN FAVOR (☒) IN OPPOSITION

REASON(S) _____

While we realize change happens in newly developed areas, this intent to change King Mill Drive to King Mill Circle in Bentwood Country Club will definitely cause a domino effect for me and my husband. With this in mind, we are not in favor of changing the street name. Our home is ultimately the only one adversely affected by this change since our home is the only home on King Mill Drive. Bentwood approved our home facing the cul-de-sac. At the time, we assumed other homes would be built beside us. After our home was completed and we had been in it for a month, we mentioned to our builder that he should buy a lot next to us so we could be neighbors. At that time, he informed us that some developers had purchased all of that land and that it was not for sale. Prior knowledge of this was not an option and the developer failed contacted us with their intent to change the street name. After receiving the letter from the city, we called to find out more information. After speaking to Hillary Bueker, our questions were clarified. Changing the street name will be an inconvenience. Not only will the cast stone address block that displays 5602 King Mill Dr. on the front of our home need to be reestablished but the time consuming efforts of having to change all of our mail correspondence. Since there will be cost involved, who will incur that cost? With all of the aforementioned problems that would occur with this change, we are requesting that you will carefully consider our request to allow us to just remain 5602 King Mill Drive. Thank you for your time and efforts in planning our communities and for allowing us to have a voice in this matter.

Address: 5602 King Mill DR., San Angelo, TX 76904

Keith and Vicky McCutchen

325-277-8354/325/277/7352

PHONE: _____

SIGNATURE: _____

Street Name Change: Wedgewood Court/King Mill Drive

Property owner number: 3

If you have any questions about these proceedings, please call Hillary Bueker, Sr. Planner, with the City of San Angelo's Planning Division at (325) 657-4210 or by email at hillary.bueker@cosatx.us.

Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Ave
Application for Naming/Renaming a Street



Section 1: Basic Information

Name of Applicant(s): Bentwood Development, LLC

☒ Owner

☐ Representative (Affidavit Required)

PO Box 61227

Mailing Address

San Angelo

City

TX

State

76906

Zip Code

325-315-7112

Contact Phone Number

ken@klsenterprises.com

Contact E-mail Address

Section 2: Property Characteristics

Is the street public? ☒ Yes ☐ No

Is street private? ☐ Yes ☐ No

Describe request for street to be named/changed: From Wedgewood Court to King Mill Circle

From the intersection of: Overhill Drive

to: _____

Describe reason(s) for request to name or rename the street: a pending replat changes the street from a cul-de-sac to a loop street combined with King Mill Drive

Use attachment, if necessary, including where applicable, the legal description of land adjacent to street requested to be named/renamed:
Lots 18-24, Block 101, Bentwood Country Club Estates

Section 3: Applicant(s) Acknowledgement

Please initial the following:

NK I/we understand that a separate fee will be required from the applicant for any new signage installation.

I/We the/undersigned acknowledge that the information provided above is true and correct.

[Signature]
Signature of licensee or authorized representative

2-6-19
Date

Printed name of licensee or authorized representative

Bentwood Development LLC
Name of business/Entity of representative

FOR OFFICE USE ONLY

Reviewed/Accepted by: H. Becker Date: 2/15/19 ☐ Verified Complete ☐ Verified Incomplete

Assigned to: _____

Nonrefundable application fee: \$ 500 COSA Signage cost: \$ _____ Date paid: _____ Receipt No. 144302

Planning Commission hearing date: 3-18-19 City Council hearing date(s): 4- -19

AN ORDINANCE CHANGING THE NAME OF KING MILL DRIVE AND WEDGEWOOD COURT, LOCAL STREETS IN SOUTH SAN ANGELO, BEING APPROXIMATELY 340-FEET AND 345- FEET IN LENGTH RESPECTIVELY, EXTENDING SOUTH FROM OVERHILL DRIVE AND EACH TERMINATING WITH A CUL-DE-SAC, TO BE JOINED AS A SINGLE LOOP STREET RE-NAMED "KING MILL CIRCLE;" PROVIDING FOR PERMANENTLY AFFIXING NECESSARY GEOGRAPHICAL AND ADDRESS-RELATED REFERENCES THERETO; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, King Mill Drive and Wedgewood Court are classified as local streets in the city's major thoroughfare plan, located in Bentwood Country Club Estates, South San Angelo, being approximately 340-feet and 345-feet in length respectively, extending south from Overhill Drive, each terminating in a cul-de-sac; and

WHEREAS, there is one current residential structure on said cul-de-sacs that fronts on and utilizes King Mill Drive for address purposes; and

WHEREAS, current development plans will join both cul-de-sacs to serve as a single loop configured street in the south portion of Bentwood Country Club Estates re-named "King Mill Circle";

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

SECTION 1: "King Mill Drive" and "Wedgewood Court," each street terminating in a cul-de-sac, located in Bentwood Country Club Estates, south San Angelo, being approximately 340-feet and 345-feet in length respectively, extending south from Overhill Drive, be and are hereby re-named: "King Mill Circle", effective upon reconfiguration of said streets by connecting them into a single loop configured street.

SECTION 2: Geographical and address related references to said streets shall be updated and permanently affixed, identifying said reconfigured street as "King Mill Circle."

SECTION 3: The terms and provisions of this ordinance shall be deemed to be severable in that if any portion of this ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this ordinance

SECTION 4: This Ordinance shall become effective from and after the date of adoption.

INTRODUCED on the **16th day of April, 2019**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of May, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance approving the abandonment of approximately 45.6-sq ft of the N. Chadbourne St. public right-of-way; located adjacent to 50 N. Chadbourne St. (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

The City of San Angelo is seeking abandonment of a portion of North Chadbourne Street public right-of-way. City Staff's intent is to align a portion of North Chadbourne Street ROW to match a previous alignment reconfiguration from 1946. This street is identified as a "Major Arterial" in the City's Master Thoroughfare Plan.

Financial Impact:

N/A

Other Information/Recommendation:

On March 18, 2019, the Planning Commission unanimously recommended APPROVAL of the Street ROW Abandonment.

Attachments:

- | | | |
|----|-------------------|--|
| 1. | Staff Report (RA) | CC N Chadbourne St Staff Report.pdf |
| 2. | Ordinance (RA) | 19-0096_PL_50_CHADBOURNE__ABANDON_ORD.docx |

Presentation:

Jon James

Approvals/Reviews:

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

CITY COUNCIL –APRIL 16 & MAY 7, 2019

STAFF REPORT



APPLICATION TYPE:		CASE:	
Street Right-of-way Abandonment		North Chadbourne Street	
SYNOPSIS:			
The City of San Angelo is seeking abandonment of a portion of North Chadbourne Street public right-of-way. City Staff's intent is to align a portion of North Chadbourne Street ROW to match a previous alignment reconfiguration from 1946. This street is identified as a "Major Arterial" in the City's Master Thoroughfare Plan.			
LOCATION:		LEGAL DESCRIPTION:	
50 North Chadbourne Street		Being Lot: 8 & 9, Block: 43, San Angelo Addition; South & East West 10' of Lot 8 & 20' x 140' of the South Part of 6 & 7, Miles Acre Lots Addition; South Part Of Acre Lot 7, Miles Acre Lots Addition; Lot 7, Block 43, San Angelo Addition, Tom Green County, Texas.	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FUTURE LAND USE:
District #3 – Harry Thomas Downtown Neighborhood		CBD – Central Business District	Downtown
			SIZE:
			0.12 acre
THOROUGHFARE PLAN:			
<u>North Chadbourne Street</u> – Urban Major Arterial Street, 80' ROW required (100' Existing), 64' pavement required (67' Provided)			
NOTIFICATIONS:			
2 notifications mailed directly adjacent the proposed abandonments on March 6, 2019. One received in support and zero in opposition			
STAFF RECOMMENDATION:			
Staff recommends <u>APPROVAL</u> of the Street Right-of-Way Abandonment request, subject to two Conditions of Approval			
PROPERTY OWNER/PETITIONER:			
COSA			
STAFF CONTACT:			
Hillary Bueker, RLA Senior Planner (325) 657-4210, Ext. 1547 hillary.bueker@cosatx.us			



Additional Information:

City Staff circulated to all relevant municipal departments, as well as public and private utility companies, and there were no responses in opposition to the request.

Planning Staff reviewed all relevant history, ordinances, policies, and conducted a site visit to the property on March 1, 2019, to determine the appropriateness of abandoning this public street right-of-way. In February 1946, the Roosevelt Hotel had already been built and the adjacent property owners believed that the hotel was not in line with the current North Chadbourne Street right-of-way. The petitioned the city to establish a new right-of-way line from the northwest corner of the existing hotel to meet up with the existing right-of-way towards 1st Street. This would allow the new buildings to maintain a continuous façade along North Chadbourne Street. At this time, the right-of-way under the existing hotel was not abandoned, and now City staff wishes to remedy the situation. Planning Staff believes existing and anticipated traffic patterns would not be negatively affected if the subject portions of North Chadbourne Street are abandoned. At present, this portion of North Chadbourne Street is developed as the Roosevelt Hotel. For these reason, Staff believes abandoning this portion of North Chadbourne Street would not create any detrimental effects as this portion could not to be used by any surrounding property owner. Staff believes this portion currently provides no public benefit, and closing it could also remove any additional liability of the City.

Planning Commission Recommendation:

On March 18, 2019, the Planning Commission recommended APPROVAL of the Street Right-of-Way Abandonment request. The following is the complete excerpt of the draft minutes from the March 18, 2019, meeting for this case:

Hillary Bueker, Senior Planner, presented the proposed street right-of-way abandonment request. She explained that the Roosevelt Hotel was built over a portion of the right-of-way of North Chadbourne Street and therefore this portion needed to be abandoned. Mrs. Bueker explained that the owners of adjacent properties had City Council realign North Chadbourne Street but did not consider this portion.

Mrs. Bueker outlined Staff's rationale to approve the street abandonment on the grounds that there are no negative effects as the land in question is underneath the hotel; that there are no existing utilities affected; that there were no responses received to date from any residents; and that there is no public benefit since this right-of-way is occupied by the Roosevelt Hotel.

Commissioner Brooks asked how this issue arose.

Mrs. Bueker indicated that the hotel hired a survey company and the encroachment was found.

Chair Stribling opened the meeting for public comment.

Chair Stribling closed public comment.

Commissioner Brooks made a Motion to recommend APPROVAL of the abandonment and

vacation of approximately 45.6 square feet of public right-of-way immediately adjacent to 50 North Chadbourne Street, subject to the two Conditions of Approval as presented. Vice Chair Spano seconded the Motion. The Motion passed unanimously 6-0.

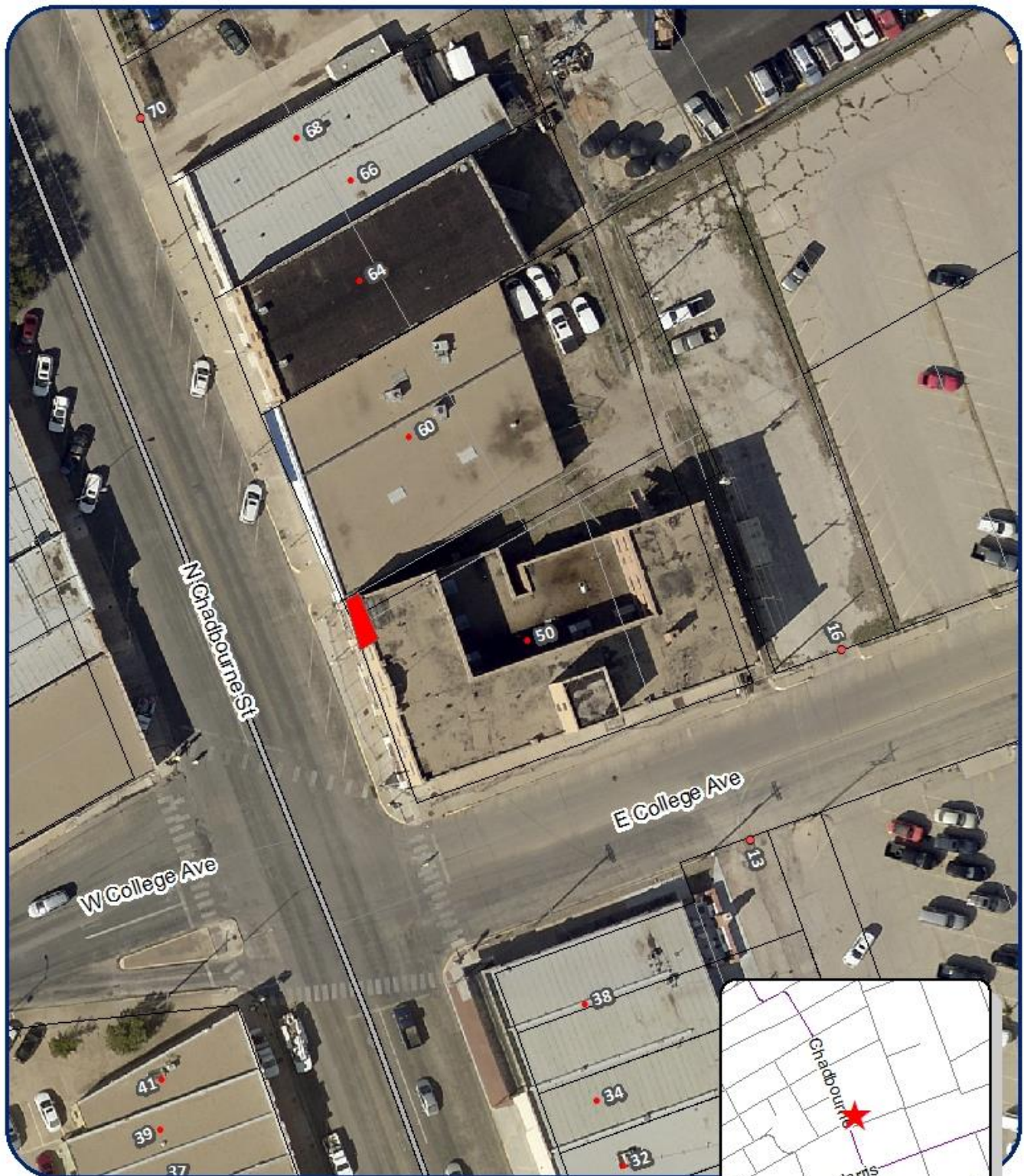
Recommendation:

Staff's recommendation is to recommend **APPROVAL** of the proposed abandonment of North Chadbourne Street public right-of-way, **subject to two Conditions of Approval:**

1. Remit payment for assessment formula outlined in fee schedule, if abandonment is approved consistent with the Code of Ordinances, Section A9.008.
2. Provide the final recorded deed to the Tom Green County Appraisal District to include the abandoned right-of-way in the adjacent parcel.

Attachments:

Aerial Maps
Future Land Use Map
Zoning Map
Street Abandonment Exhibit
Notification Map
Resident Letter



ROW Abandonment

50 North Chadbourne Street

Council District: SMD #3 - Harry Thomas
Neighborhood: Downtown
Scale: 1" approx. = 50 ft

Legend

Subject Properties: █
Current Zoning: **CBD**
Requested Zoning Change: **N/A**
Vision: **Downtown**





ROW Abandonment

50 North Chadbourne Street

Council District: SMD #3 - Harry Thomas

Neighborhood: Downtown

Scale: 1" approx. = 50 ft

Legend

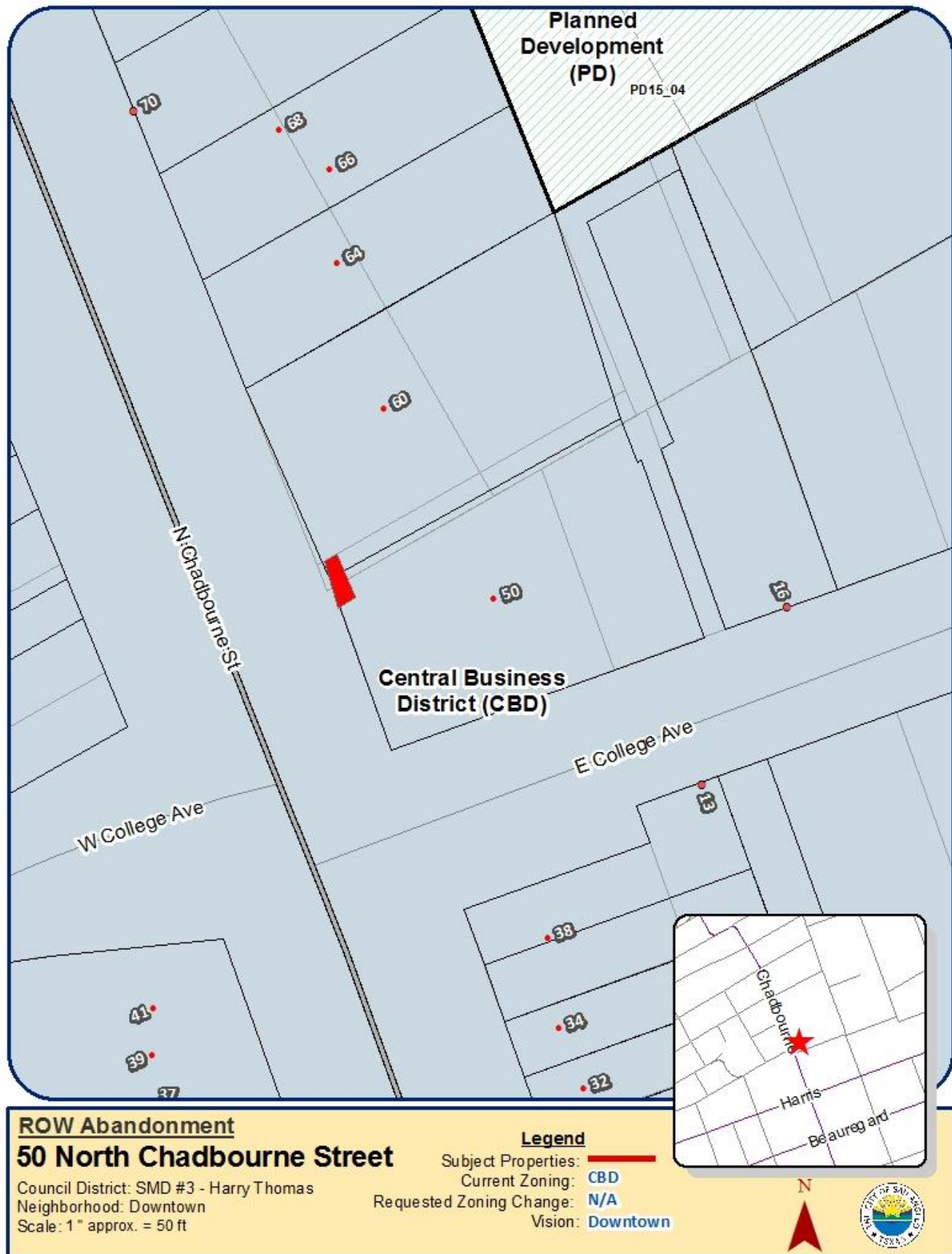
Subject Properties: —

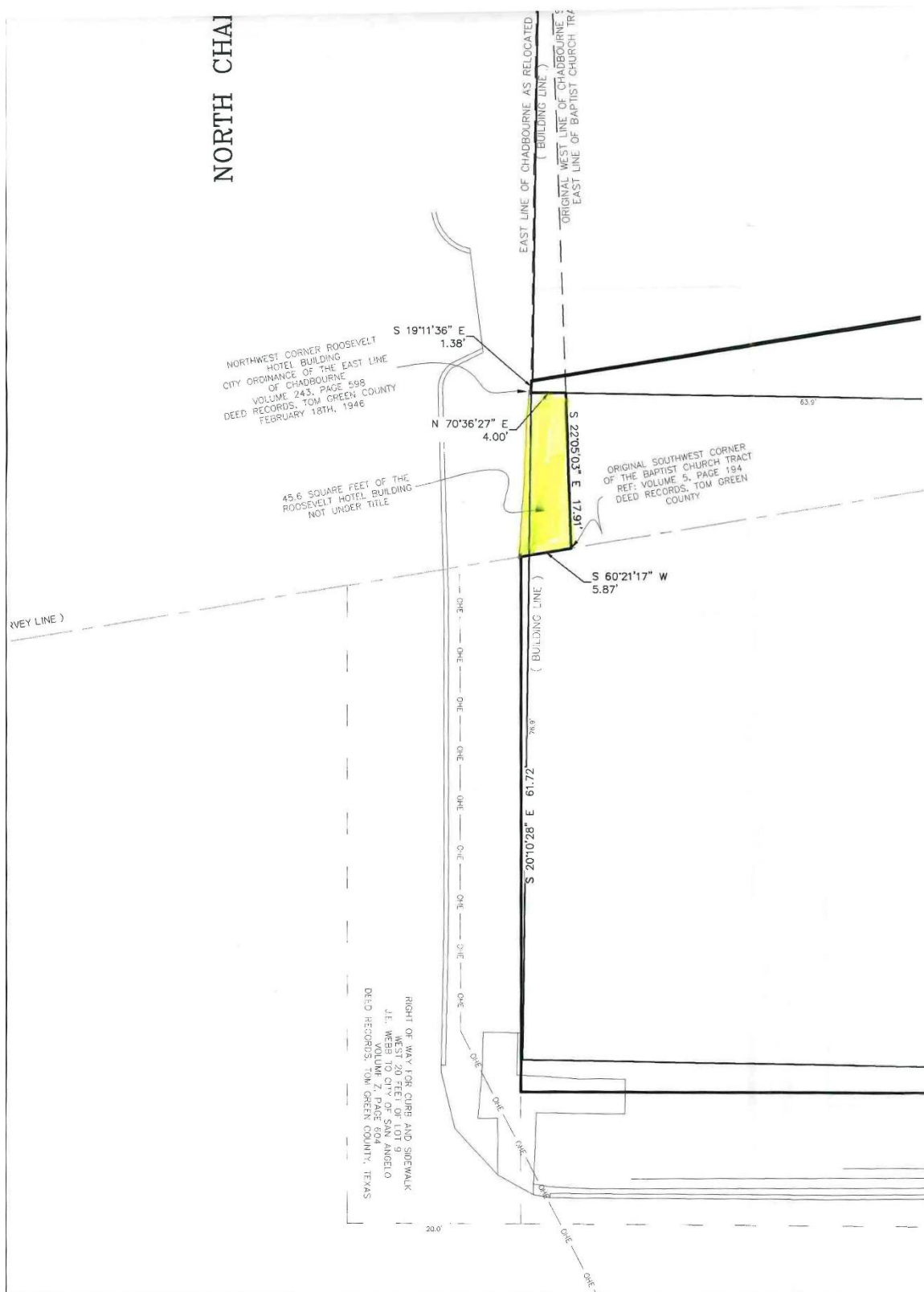
Current Zoning: **CBD**

Requested Zoning Change: **N/A**

Vision: **Downtown**









TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 72 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(☒) IN FAVOR () IN OPPOSITION

REASON(S) _____

NAME: STEVE SORRELLS / FIRESIDE PARTNERS, LLC

ADDRESS: PO Box 20394

WACO TX 76702

PHONE: 254 855 6900

SIGNATURE: 

Street Right-of-way Abandonment: North Chadbourne Street

Property owner number: 1

If you have any questions about these proceedings, please call Hillary Bueker, Senior Planner, Planning Division at 325-657-4210 or by email at hillary.bueker@cosatx.us.

AN ORDINANCE PROVIDING FOR ABANDONMENT AND CLOSING OF A PORTION OF THE EAST SIDE OF STREET RIGHT-OF-WAY AT 50 NORTH CHADBOURNE STREET; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO ADJOINING PROPERTY OWNER(S); AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

WHEREAS, an inadvertent jog exists along the east boundary line of the right-of-way of 50 North Chadbourne Street, encompassing 45.6 square feet of area that is excess and not functioning for street or utility public right-of-way purposes; and,

WHEREAS, the City Council of the City of San Angelo, acting pursuant to law, is of the opinion that said excess area of North Chadbourne Street right-of-way is no longer needed for public use and therefore deems it advisable to abandon said portion of street and convey the underlying tract of land to owner(s) of adjoining property; and,

WHEREAS, the City Council of the City of San Angelo is of the opinion that the best interest and welfare of the public will be served by abandoning and vacating said excess area of North Chadbourne Street and conveying the underlying tract of land to the abutting property owner(s), subject to the conditions and restrictions contained herein;

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

SECTION 1: That certain 45.6 square feet of excess street right-of-way created by a jog along the east boundary line of 50 North Chadbourne Street located in the City of San Angelo, Tom Green County, Texas, , more particularly described and depicted in **Exhibit “A,”** attached hereto and made a part hereof for all purposes, be and the same is hereby abandoned and vacated insofar as the right, title and easement of the public are concerned; subject however, to the conditions and restrictions hereinafter more fully set out.

SECTION 2: The abandonment and conveyance provided for herein is made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all existing easements, if any, whether apparent or not, aerial, surface, underground or otherwise.

SECTION 3: The abandonment and conveyance provided for herein shall extend only to the public right, title, easement and interest and shall be construed to extend only to the interest which the governing body for the City of San Angelo may legally and lawfully abandon and vacate.

SECTION 4: As conditions of the abandonment and as part of the consideration for conveyance by quitclaim deed of the underlying tract of land to owner(s) of the adjoining property, said property owner(s) shall:

- a) Remit payment for the land area underlying the vacated street right-of-way, determined under the assessment formula outlined in the City Code of Ordinances, Appendix “A”, Fee Schedule, Section A9.008.
- b) Provide the final recorded quitclaim deed for the area underlying the vacated street right-of-way to the Tom Green County Appraisal District to include the abandoned right-of-way in the adjacent parcel.

SECTION 5: The terms and conditions contained in this Ordinance shall be binding upon Grantees and Grantees’ heirs, successors and assigns.

SECTION 6: The Mayor of the City of San Angelo is hereby authorized to execute and, upon receipt of evidence of compliance with the conditions provided for at Section 4 of this Ordinance, deliver quit claim deeds conveying the subject tracts of land described and depicted in **Exhibit “A,”** to the abutting property owner(s) as herein provided.

SECTION 7: The City Clerk is hereby authorized and directed to certify a copy of this adopted Ordinance for recordation in the Official Real Property Records of Tom Green County, Texas, wherein the tracts of land are located.

INTRODUCED on the **16th day of April, 2019**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of May, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

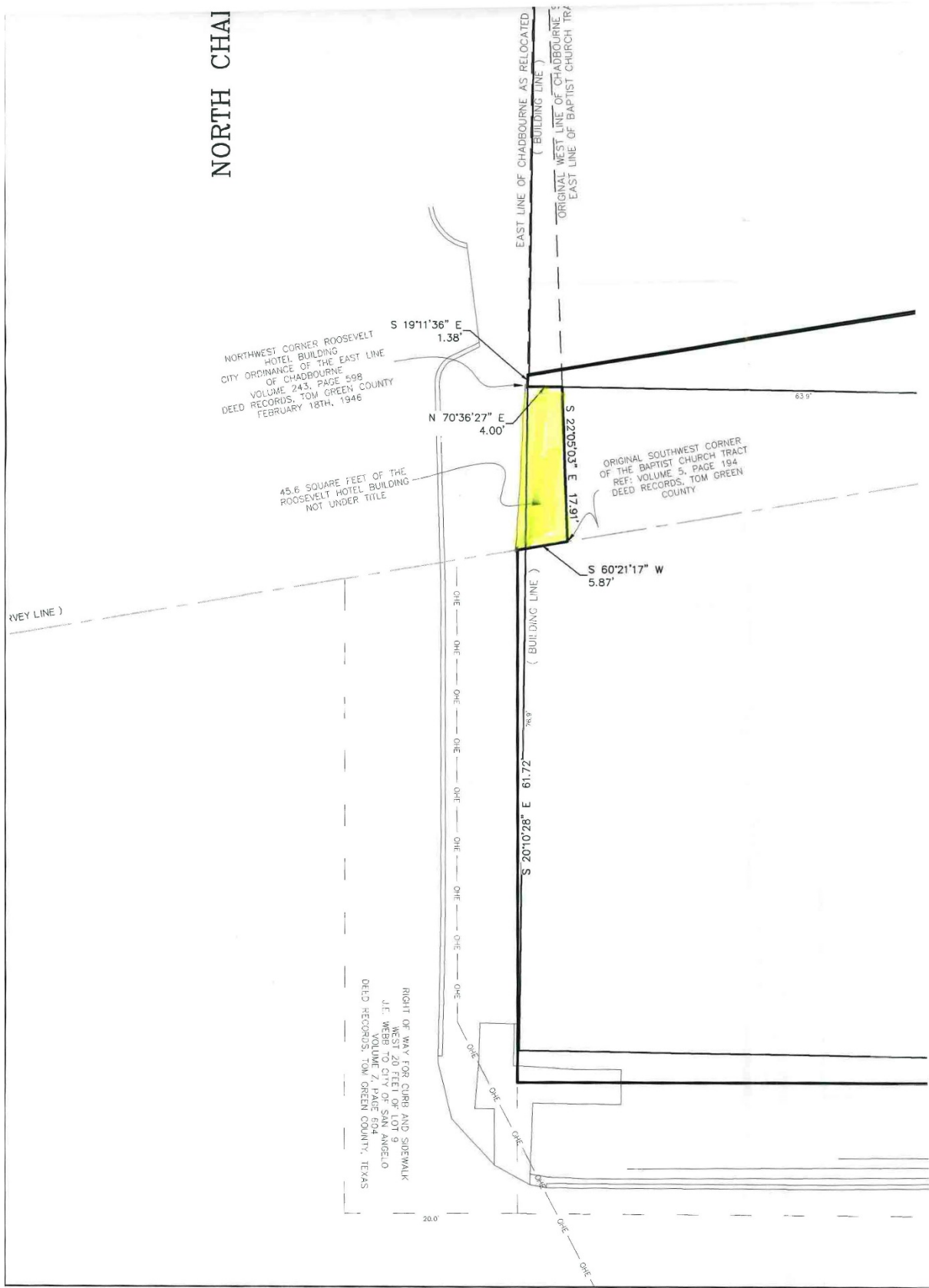
Julia Antilley, City Clerk

Theresa James, City Attorney

APPROVED FOR COMPLIANCE WITH ORDINANCE

Jon James, Director of Planning and Development

Exhibit A



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services,

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance approving case Z19-03 a rezoning from the existing General Commercial/Heavy Commercial Zoning District (CG/CH) and Two Family Resident District (RS-2) to General Commercial (CG) on property located at 918 N. Chadbourne St. (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission voted unanimously to recommend approval of the rezoning Z19-03.

Attachments:

- | | | |
|----|-----------------------|----------------------------|
| 1. | Z19-03 Council Report | Z19-03 Council Report.docx |
| 2. | Z19-03_ORD | Z19-03_ORD.docx |

Presentation:

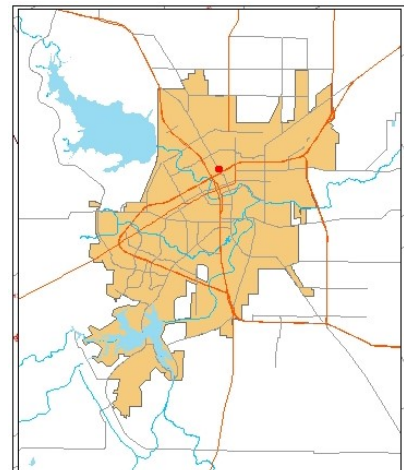
Approvals/Reviews:

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

CITY COUNCIL – April 16, 2019
STAFF REPORT



APPLICATION TYPE:	CASE:		
Rezoning	Z19-03: Garcia		
SYNOPSIS:			
The applicant has requested approval of a rezoning request from the existing General Commercial/Heavy Commercial Zoning District (CG/CH) and Two Family Resident District (RS-2) to General Commercial (CG), in order to provide for a restaurant, bakery and parking lot at the following property: 918 N. Chadbourne Street. The property in question is the El Primo Tortilla Factory.			
LOCATION:		LEGAL DESCRIPTION:	
The southeast corner of N. Chadbourne St. and 10 th Ave.		Being Lots 7, 8, 9, 10; Blk. 36, Miles Addition to the City of San Angelo, Tom Green County, Texas.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #3 – Harry Thomas Neighborhood: Reagan	RS-2 Two Family Residential	Commercial	.460 acres
THOROUGHFARE PLAN:			
N. Chadbourne St. – Minor Arterial Street Required: 90' right-of-way, 60' pavement Provided: 80' right-of-way, 55' pavement E. 10th Ave. Urban Local Street Required: 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk Provided: 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk required			
NOTIFICATIONS:			
33 notifications mailed within 200-foot radius on March 4, 2019. One received in opposition			
STAFF RECOMMENDATION:			
Planning Commission recommends APPROVAL of the rezoning from General Commercial/Heavy Commercial (CG/CH) and Two Family Residential (RS-2) Zoning District to General Commercial (CG) Zoning District, on the subject property. Unanimous vote 6 – 0.			
PROPERTY OWNER/PETITIONER:			
<i>Nick Garcia - Representative</i>			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			



Additional Information: Originally the applicant came in to get a building permit to remodel the existing building for the Tortilla Factory and to upgrade the restaurant. In the site plan process it was discovered that the area where the applicant wanted to develop parking was zoned residential. As part of moving the project forward Mr. Garcia needed to request rezoning.

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

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The subject property has a Future Land Use as commercial. Commercial has multiple meanings, but in all of them retail and sales figured prominently. The applicant's request is consistent with the intended future land use.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The existing zoning is General Commercial/Heavy Commercial which allows for a far greater range of uses than this area is migrating toward. The property to the east is presently zoned Two Family Residential (RS-2). The applicant is asking to zone this area to General Commercial also to accommodate his parking. This area will then act as a transition zone for the residential to the east.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** As stated above, this area will act as a transition zone between the residential to the east and the commercial to the west.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The parking area has been used for this purpose without the zoning being changed to provide for the parking as a land use. This rezoning action will correct that oversight and bring everything into compliance.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There are no anticipated environmental impacts as a result of this zone change. The use is essentially the same and it is anticipated that there will not be any residual effects from the zone change.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** There are a number of restaurants along this stretch of Chadbourne. Parking is at a premium and any new parking will relieve part of the stress on the overall parking needs.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The requested zone change is anticipated to have no impact on the pattern of urban development in this area.

Planning Commission Minutes March 18, 2019

Z19-03: Garcia

Public hearing and consideration of a request for approval of a Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District and Two Family Residential (RS-2) Zoning District to the General Commercial (CG) Zoning District, located at 918 North Chadbourne Street.

Sherry Bailey, Principal Planner, presented the proposed Rezoning. She explained that the applicant intends to rezone from CG/CH and RS-1 to CG to allow a parking lot for a bakery and restaurant. Ms. Bailey explained that the applicant already submitted a site plan which included the parking lot but required the rezoning. Ms. Bailey outlined Staff's recommendation to approve the rezoning request on the grounds that the CG zoning conforms with the Commercial Future Land Use designation in the Comprehensive Plan; that most of the site is already commercial and the parking lot acts as a transition for the adjacent residential area; and that the CG zone is less intense than the current CG/CH zoning. Ms. Bailey indicated that she received one letter in opposition concerned with commercial traffic through the neighborhood and vandalism.

Chair Stribling opened the meeting for public comment.
There was no public comment.

Commissioner Smith made a Motion to recommend APPROVAL of a Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District and Two Family Residential (RS-2) Zoning District to the General Commercial (CG) Zoning District, located at 918 North Chadbourne Street. Commissioner Self seconded the motion. The motion passed unanimously 6-0.

Recommendation:

Staff is recommending that the City Council vote to **APPROVE** the proposed rezoning from the General Commercial/Heavy Commercial and Two Family Residential Zoning Districts to the General Commercial Zoning District, on the subject property.

Attachments:

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



Aerial Map

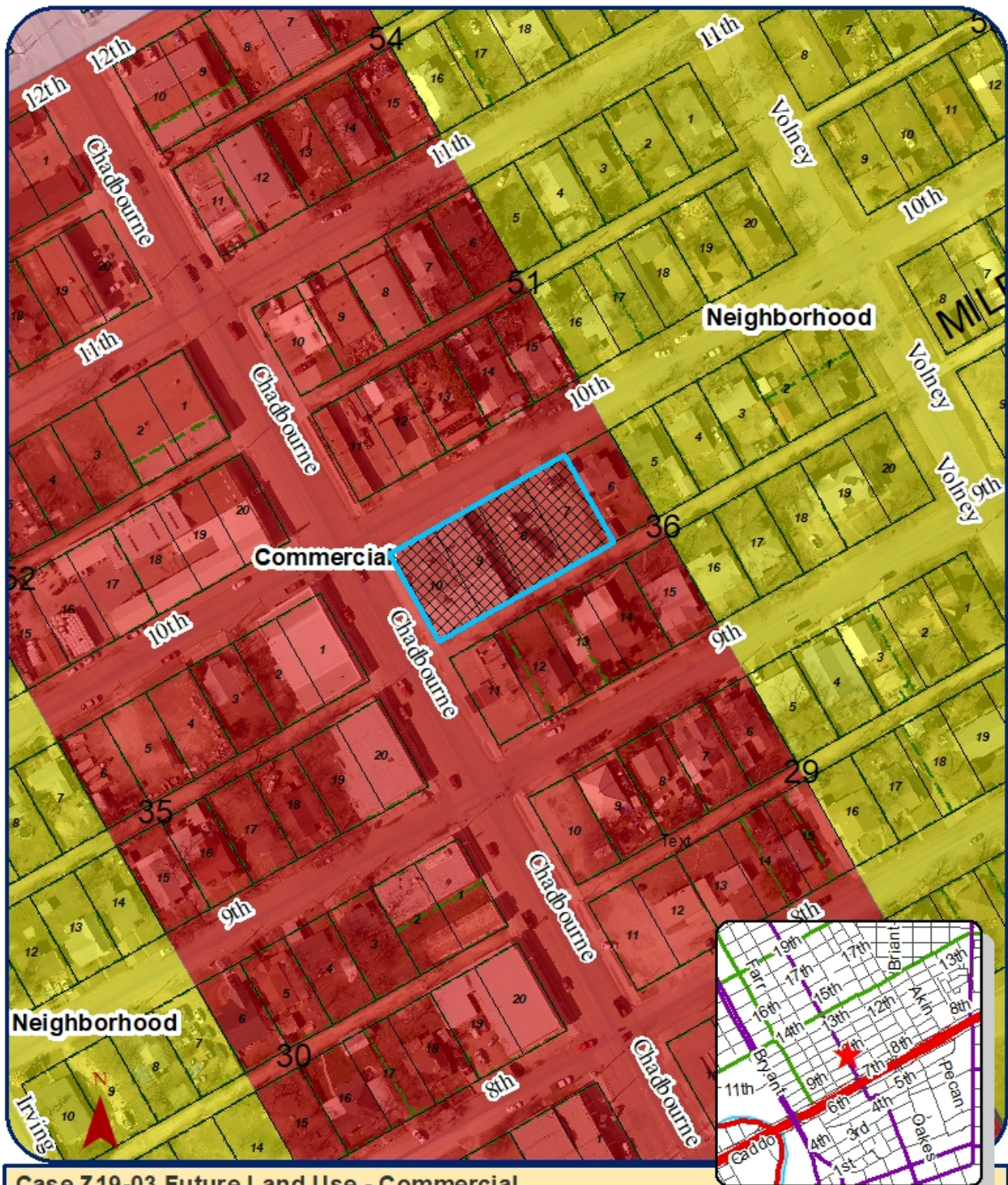
Z19-03: Garcia

Council District: Harry Thomas District #3
Neighborhood: Reagan
Scale: 1" approx. = 100 ft
918 N. Chadbourne St.

Legend

Subject Properties: —
Current Zoning: **CG/CH & RS-2 to GC**
Requested Zoning Change: **N/A**
Vision: **Commercial**





Case Z19-03 Future Land Use - Commercial

918 N. Chadbourne

Council District: Harry Thomas District 3
Neighborhood: Reagan
Scale: 1" approx. = 125 ft

Legend

Subject Properties: **Single-Family Residence District (RS-1) and General Commercial-Heavy Commercial**
Current Zoning: **General Commercial**
Requested Zoning Change: **General Commercial**
Vision: **Neighborhood**





Building at the corner of 10th Ave. and N. Chadbourne St.



Commercial buildings across N. Chadbourne across the street from the Tortilla Factory

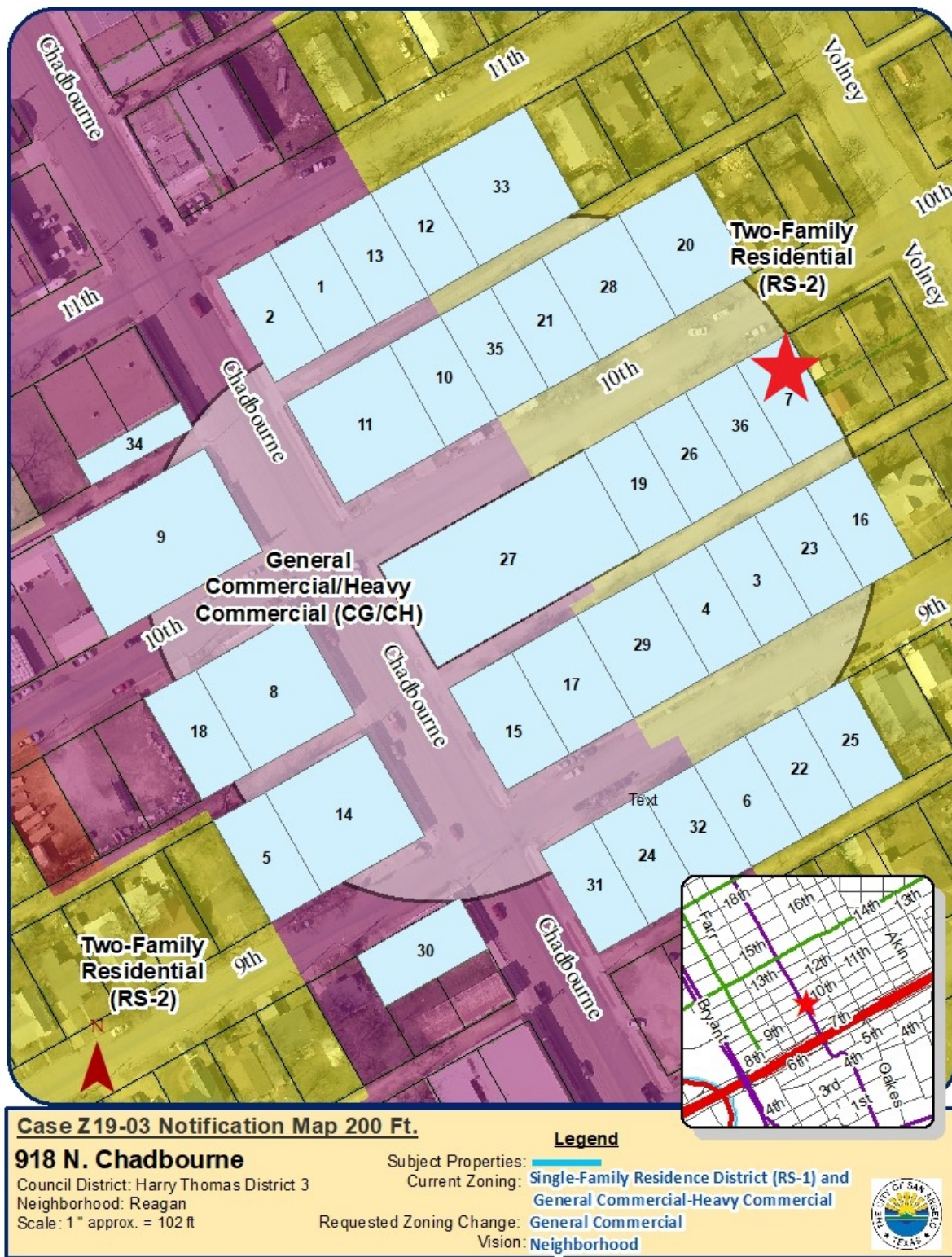


Looking east down 10th Ave. at the proposed parking area on the right for the Tortilla Factor



Parking lot area on the left as we are looking west

Notification Map of Property Owners



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

() IN FAVOR

(☒) IN OPPOSITION

REASON(S) • Traffic Congestion

• Kids that play (ride their bikes)
on ^{under} 100 block East are at higher risk
of danger (traffic)

• Authorities have put a marker
8 to 10 feet over the neighbors property
line
• We believe that vandalism on our block
will escalate on this block due to
high volume of customers (in vehicle or on foot)
if restaurant opens. • This neighborhood is known
for a high volume of drug dealing

NAME: Paul Castillo

ADDRESS: 29 E 10 San Angelo, TX 76903
please anonymous for our safety.

SIGNATURE: Paul Castillo 656 3260

Case Number: Z19-03

Property owner number: 7

If you have any questions about these proceedings, please call Ms. Sherry Bailey, Senior Planner,
with the City of San Angelo's Planning Division at telephone number 325-657-4210, Extension 1546.
The Planning Division staff may also be reached by email at sherry.bailey@cosatx.us.

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): Nick Garcia
☐ Owner ☒ Representative (Notarized Affidavit Required)
Mailing Address: 1636 S. Chadbourn San Angelo Tx. 76903
City State Zip Code
Contact Phone Number: 325. 374. 4398 Contact E-mail Address: NG3 construction@gmail.com
Subject Property Address: 918 N. Chadbourn San Angelo Tx. 76903
City State Zip Code
Legal Description: LOTS 7, 8, 9, & 10 Block 36 Miles Addition
Legal Description (can be found on property tax statement or at www.tamarencad.com)

Existing Zoning: CG-CH Proposed Zoning: CN Lot size: 0.46 acres
(Zoning Map available on [City Maps](#))
Note: Phone call to Mr. Garcia to change requested zoning to CG not CN; 2/22/19 SLB 2:56 p.m.

Section 2: Site Specific Details

Existing Use of Property: Restaurant, Bakery, Parking Lot
*Proposed Use of Property: Restaurant, Bakery, Parking Lot
*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.

Owner Name (Print) _____ Signature _____ Company/Organization (If Applicable) _____ Date _____

Representative Name (Print) _____ Signature _____ Company/Organization _____ Date _____

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: ____/____/____

Case No.: Z ____-____

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ _____

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

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

Publication date: ____/____/____

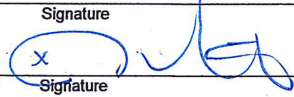
Reviewed/Accepted by: _____ Date: ____/____/____

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.

Owner Name (Print)	Signature	Company/Organization (If Applicable)	Date
Nick Garcia		Sophisticated Homes	2.14.19
Representative Name (Print)	Signature	Company/Organization	Date

FOR OFFICE USE ONLY:

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 2 / 14 / 2019

Case No.: Z 19 03

Fully-dimensioned site plan: ☒

Nonrefundable fee: \$625.00

Receipt #: 142648

Date paid: 2 / 14 / 2019

Sign Deposit \$37.50

Receipt #:

Date paid: 2 / 14 / 2019

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: 3 / 18 / 2019

Date notifications due: 3 / 7 / 2019

City Council hearing date: 4 / 16 / 2019

Packets due date: ____/____/____

Publication date: 4 / 1 / 2019

Reviewed/Accepted by: J. Fisher

Date: 2 / 14 / 2019

Sec. 212. Amendments to Text or Official Zoning Map

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

1. Compatible with Plans and Policies. Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.

Future land use is commercial,
and rezoning to CN is consistent.

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

the existing building and parking
complies with the CN standards.

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.

Commercial uses already on N.
Chadbourne.

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

Parking lot already exists.
Rezoning would legalize the
parking lot.

5. Effect on Natural Environment. Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment

N/A.

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

Owners need additional parking.

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.

No change

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTIES: **0.460 acres located at 918 N. Chadborne Street**, FROM THE GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) AND TWO FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT TO THE GENERAL COMMERCIAL (CG) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z19-03: GARCIA

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

WHEREAS, on the 16th day of April, 2019, City Council held a public hearing on Z19-03, 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 properties permanently zoned GENERAL COMMERCIAL (CG) ZONING DISTRICT;

The real properties generally located southeast of the intersection of N. Chadborne St. and 10th Ave., Blk. 12, Miles Addition comprising 0.460 acres, City of San Angelo, Tom Green County, Texas as more particularly describe on Exhibit "A" of this Ordinance, shall henceforth be permanently zoned as follows: General Commercial (CG) Zoning District.

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

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

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1, 2, and 3 of this Ordinance shall remain in full force and effect.

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

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

INTRODUCED with public hearing on the **16th day of April, 2019**, and finally PASSED on this the **7th day of May, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

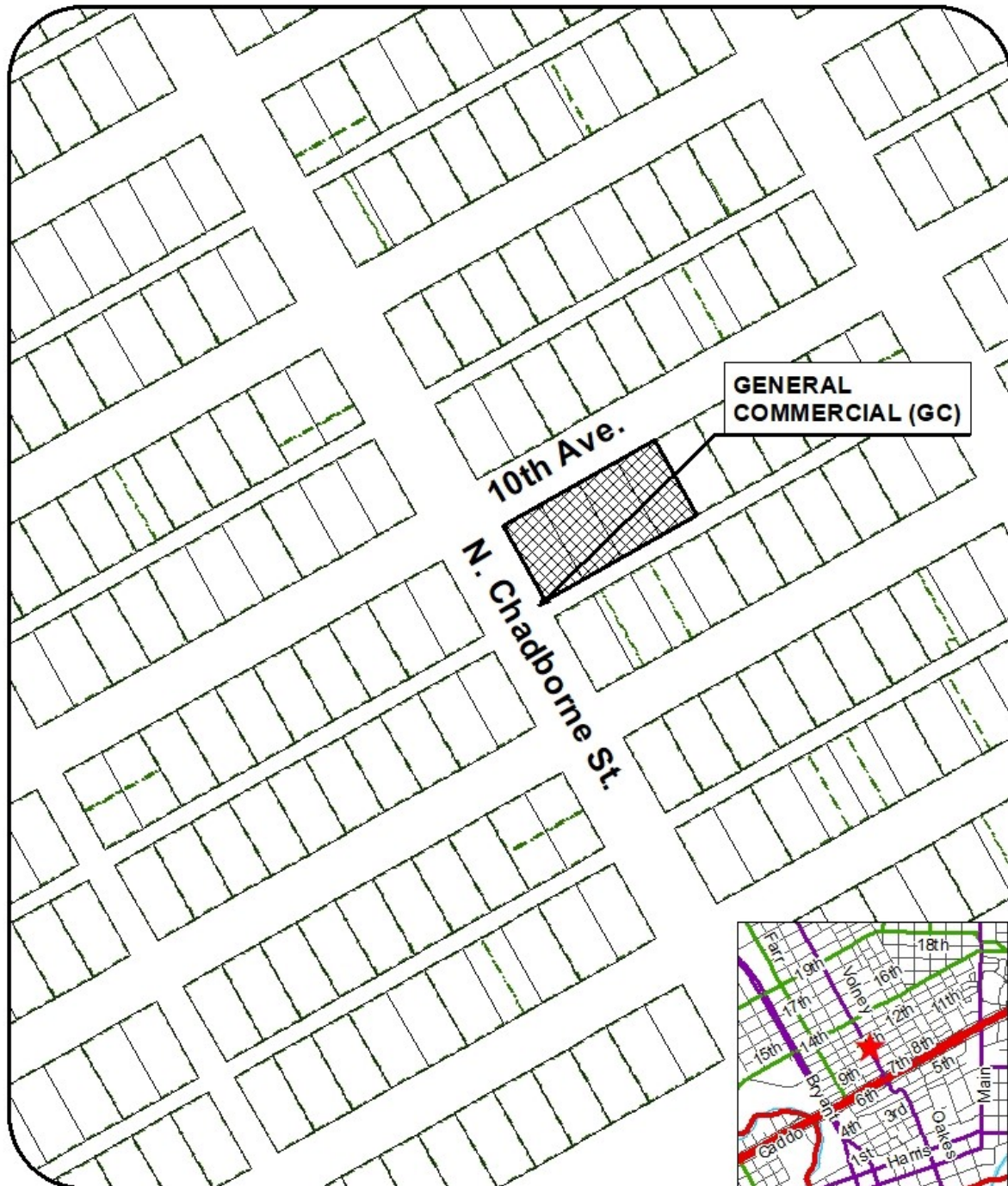
APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit "A" (Boundary Map)

Lots 7, 8, 9 & 10, Blk. 36, Miles Addition, City of San Angelo, Tom Green County, State of Texas; generally known as 918 N. Chadborne St.



Zoning Case

Z19-03: Garcia

Council District: Harry Thomas District 3

Neighborhood: Reagan

Scale: 1" approx. = 145 ft

Legend:

Subject Properties:

Current Zoning:

Requested Zoning:

Vision:

CG/CH & RS-2

CG

Commercial



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325.657.4210

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance for Z19-04, a rezoning from the Neighborhood Commercial (CN) and Single-Family Residential (RS-1) Zoning Districts to the General Commercial (CG) and Office Commercial (CO) Zoning Districts for land generally located between W. Houston Harte Expy., Howe St., Freeland Ave., and Millspaugh St.; comprising a total of 7.04 acres (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

The applicant has applied to rezone several blocks of land they own between Howe Street and Millspaugh Street, south of Houston Harte Expressway, from predominantly Single-Family Residential (RS-1) to General Commercial (CG) and Office Commercial (CO). There are a total of 54 lots. All Blocks north of Dallas Street would be rezoned CG, including Lots 15 and 16 in Block 78 currently zoned Neighborhood Center (CN). Block 86 south of Dallas Street would be rezoned to CO.

Financial Impact:

N/A

Other Information/Recommendation:

On March 18, 2019, the Planning Commission recommended **APPROVAL** by a vote of **4-2** of the proposed rezoning with Chair Stribling and Commissioners Uherik, Self, and Brooks voting in favor, and Vice Chair Spano and Commissioner Smith voting against.

Attachments:

- | | |
|--------------------------|----------------------------|
| 1. Staff Report (Z19-04) | Staff Report (Z19-04).docx |
| 2. Ordinance (Z19-04) | Ordinance (Z19-04).docx |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Julia Antilley

Final Approval

CITY COUNCIL – April 16, 2019
STAFF REPORT



APPLICATION TYPE:	CASE:		
Rezoning	Z19-04: Angelo Christian Ministries		
SYNOPSIS:			
The applicant has applied to rezone several blocks of land they own between Howe Street and Millspaugh Street, south of Houston Harte Expressway, from predominantly Single-Family Residential (RS-1) to General Commercial (CG) and Office Commercial (CO). There are a total of 54 lots. All Blocks north of Dallas Street would be rezoned CG, including Lots 15 and 16 in Block 78 currently zoned Neighborhood Center (CN). Block 86 south of Dallas Street would be rezoned to CO (see Additional Information).			
LOCATION:		LEGAL DESCRIPTION:	
54 lots; generally located south of Houston Harte Expressway between Howe Street and Millspaugh Street		A total of 7.04 acres in the Hatcher Addition, being all of Blocks 77, 79 and 86, and being Lots 11-13 in Block 69 and Lots 3-6 and 9-16 in Block 78	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #5 – Lane Carter Bluffs Neighborhood	CN and RS-1	T – Commercial and N - Neighborhood	7.04 ac.
THOROUGHFARE PLAN:			
Howe Street – Urban Local Street Required: 50' right-of-way, 40' pavement and no sidewalk or 36' pavement with a 4-foot wide sidewalk Provided: 60' right-of-way, 40' pavement Alexander Street and Freeland Street – Urban Local Streets Required: 50' right-of-way, 40' pavement and no sidewalk or 36' pavement with a 4-foot wide sidewalk Provided: 60' right-of-way, 32' pavement (complied at the time of platting)			
NOTIFICATIONS:			
8 notifications mailed within 200-foot radius on March 5, 2019. Two received in support (one of these from the applicant) and none in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Rezoning from the Neighborhood Commercial (CN) Zoning District and Single-Family Residential (RS-1) Zoning District to the General Commercial (CG) Zoning District for the properties within Blocks 69, 77, 78 and 79 and to the Office Commercial (CO) Zoning District for all of Block 86.			
PROPERTY OWNER/PETITIONER:			
Property Owner and Applicant: Angelo Christian Ministries Inc., Mr. Don Crabtree			
STAFF CONTACT:			
Jeff Fisher, AICP Senior Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Additional Information: The applicant owns the TLC Church property immediately west of the subject request. They indicate on their application that the rezoning would allow accessory uses, parking, and a maintenance building for the church. In a related request, on February 18, 2019, the applicant received a sign variance approval from the Planning Commission. The variance approval allows a 50-foot tall, 250-square foot on-premise freestanding sign on the CN-zoned properties in Block 78 (SV19-01). If the proposed rezoning is approved, the sign area and height would be allowed by right with the new CG zoning. However, the required 100-foot setback from a residential lot would continue to apply, unless the sign is erected further to the west.

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.* All lands north of Dallas Street have a future land use designation of “Transitional”. Transitional areas “provide for a scaling back of activity from more intense areas to neighborhoods which should be more passive in character”. A rezoning to CG for these lands would achieve this objective and be consistent with current development patterns along Houston Harte Expressway. There is a large number of commercial properties north of the Expressway including a carpet and flooring center and auto repair facilities. A CG Zoning would provide a transition between these more intense commercial uses north of the Expressway, and a future Office Commercial (CO) zoning immediately south in Block 86. It would also be consistent with the rezoning to CG adopted by Council in 2001 for Lots 7 and 8 in Block 78 (Z01-07). The future CO zoning in Block 86 is located in a Future Land Use designation “Neighborhood” which calls for “an appropriate balance of use within each neighborhood”. Planning Staff recommended that the applicant maintain a CO – but not a CG – on these lands as a transition from the residential homes to the south. Staff believes the CO would provide an appropriate buffer from these residential properties, allowing office uses but not retail uses that typically generate more traffic.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* All of the lots were platted as part of The Hatcher Addition recorded in 1909. With the exception of the small triangular lots reduced in size for the Expressway, all lots are 50 feet by 140 feet, and comply with the CG and CO minimum lot area requirement of 6,000 square feet, minimum lot frontage of 50 feet, and minimum lot depth of 80 feet. The smaller lots would be exempt from these requirements as per Section 608 of the Zoning Ordinance as they were platted before 1940.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* As indicated, the Office Commercial (CO) zoning on Block 86 will provide a transition to the residential lots to the south. The existing TLC church and school at 3301 TLC Way, and the two existing CN lots extend south to Dallas Street.

Therefore, a rezoning to CG for all the lots north of Dallas Street would provide a continuous and consistent line of CG properties. Staff does not support any CG zoning south of Dallas Street at this time in order to preserve the residential neighborhood.

4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* Historical aerials show that the majority of the properties have remained vacant since at least 1996. With the exception of the two CN properties and a house on 617 Alexander Street, all of the other properties have remained vacant and zoned for single-family residential use only. Therefore, Planning Staff agrees with the applicant that a rezoning to CG and CO would be appropriate given these lands have remained vacant for decades. The rezoning would allow the additional uses for church-related activities in future.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The Planning Division does not anticipate any negative effects on the natural environment. Any future construction for buildings and associated parking areas would require a review of grading, drainage, and stormwater at the permitting stage.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The applicant believes that the rezoning will allow the church to expand to better serve the community. The Planning Division agrees that the CG and CO rezoning would serve this purpose. In addition to the TLC church, there is already a presence of churches and community uses in the area, with Parkside Community Church and a park to the east.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* There are no anticipated changes to existing development patterns. The lots were previously platted and the existing street network provides direct access to Houston Harte Expressway. The applicant indicates that the rezoned land would be an extension of existing church activity, parking and maintenance, and therefore, should not dramatically increase traffic. Should the lots ever be sold for more retail-oriented commercial uses, Staff anticipates the majority of this traffic would access from Houston Harte Expressway given the properties close proximity to the expressway.

Planning Commission Recommendation:

The following is the complete excerpt of the draft minutes from the March 18, 2019, meeting for this case:

On March 18, 2019, the Planning Commission recommended **APPROVAL** by a vote of **4-2** of the proposed Rezoning from the Neighborhood Commercial (CN) Zoning District and Single-Family Residential (RS-1) Zoning District to the General Commercial (CG) Zoning District for the properties

within Blocks 69, 77, 78 and 79 and to the Office Commercial (CO) Zoning District for all of Block 86.

Jeff Fisher, Senior Planner, presented the proposed Rezoning request. He indicated that the applicants obtained a sign variance (SV19-01) at last month's Planning Commission Meeting for a freestanding sign on the two CN properties now part of this request. He indicated that the applicants indicated they would be returning for this Rezoning request to rezone the CN properties as well as other lands they own. Mr. Fisher explained that the current request would rezone a total of 54 properties between the TLC church and Millspaugh Street, with all of the lots being rezoned to General Commercial (CG) except for Block 86 further south to Office Commercial (CO). Mr. Fisher outlined Staff's recommendation to approve the rezoning on the grounds that the CG and CO provide a transition between the intense commercial properties to the north and residential neighborhood to the south; that all lots comply with CG or CO zoning except for the small triangular lots where right-of-way was previously dedicated and are thus exempt; and that the CG zone will provide a continuous line of commercial development along the expressway with CO acting as a buffer from CG and the RS-1 residential area to the south. He concluded his presentation by outlining that Staff received two letters in support, one being from the applicant, and none opposed.

Chair Stribling opened the meeting for public comment.

Pastor Don Crabtree representing the applicant spoke in support of the request. He thanked the Commission for considering his sign variance last month. He indicated that he had spoken to one neighbor who had concerns about the request and is in dialogue with them. Mr. Crabtree indicated that the applicants did not wish to consider a Planned Development (PD) Zoning due to some moving pieces including replatting and abandoning of streets and alleys, but did agree to rezone Block 86 to CO. He further indicated that if the applicants abandon the portion of Dallas Street north of Block 86 that he would like to have this block zoned CG.

Chair Stribling asked Mr. Crabtree to clarify that the CG on Block 86 would be something for consideration down the road.

Mr. Crabtree indicated that he would want an exception to allow Block 86 to be zoned CG once the adjacent portion of Dallas Street is abandoned.

Mr. Fisher explained to the Commission that the applicants may come back in future with a request to rezone Block 86 to CG, but that the current request is only for CO zoning on Block 86 and would not allow a conditional zoning for CG.

Commissioner Uherik made a Motion to recommend APPROVAL of the proposed Rezoning from the Neighborhood Commercial (CN) Zoning District and Single-Family Residential (RS-1) Zoning District to the General Commercial (CG) Zoning District for the properties within Blocks 69, 77, 78 and 79 and to the Office Commercial (CO) Zoning District for all of Block 86. Commissioner Self seconded the motion. The Motion passed 4-2 with Chair Stribling and Commissioners Uherik, Self, and Brooks voting in favor, and Vice Chair Spano and Commissioner Smith voting against.

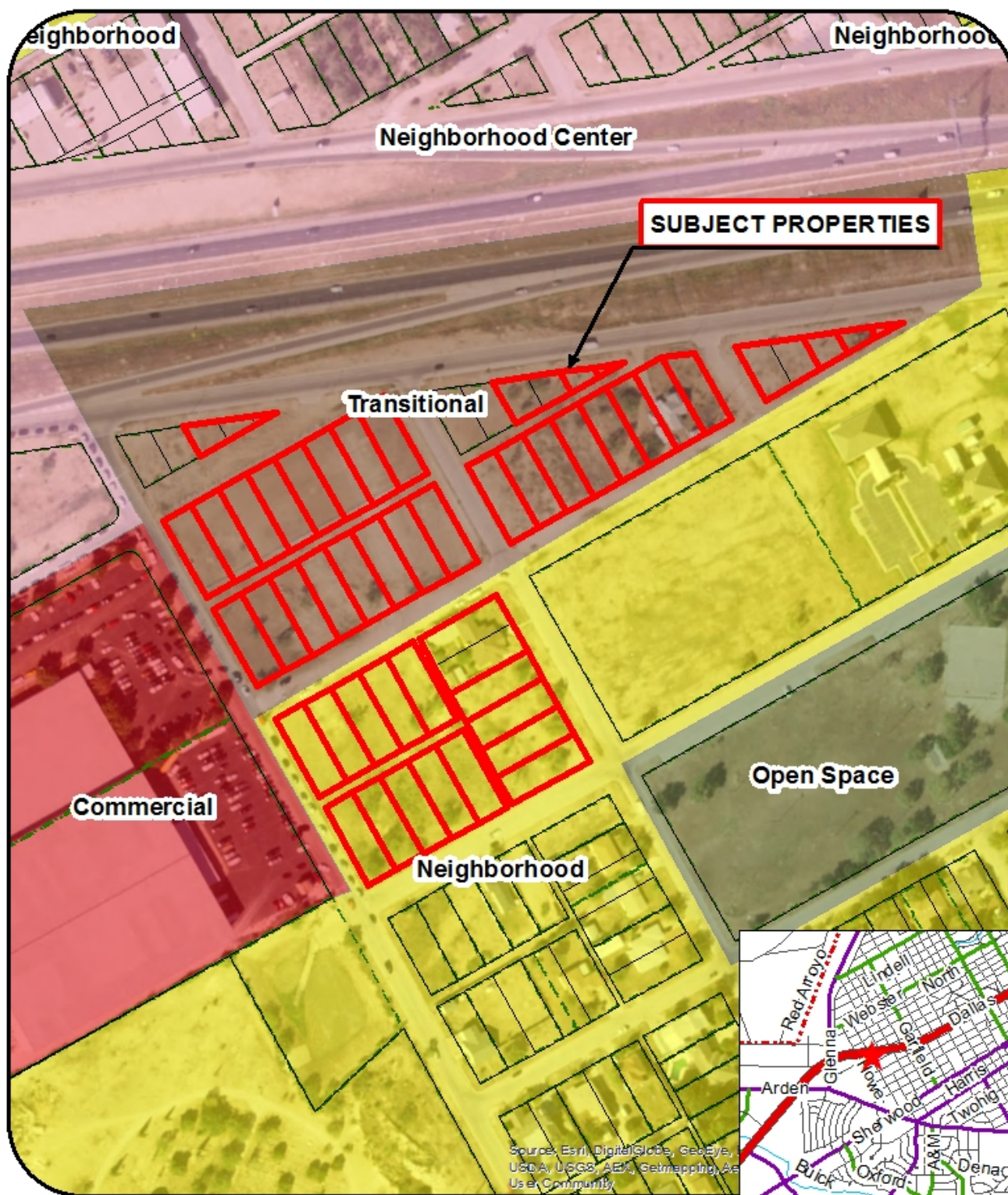
Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the Neighborhood Commercial (CN) Zoning District and Single-Family Residential (RS-1) Zoning District to the General Commercial (CG) Zoning District for the properties within Blocks 69, 77, 78 and 79 and to the Office Commercial (CO) Zoning District for all of Block 86.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Response Letters
Rezoning Conceptual Plan
Application
Applicant's Response to Zoning Criteria





Rezoning Case

Z19-04: Angelo Christian Ministries

Council District: Lane Carter (SMD#5)

Neighborhood: Bluffs

Scale: 1" approx. = 200 ft

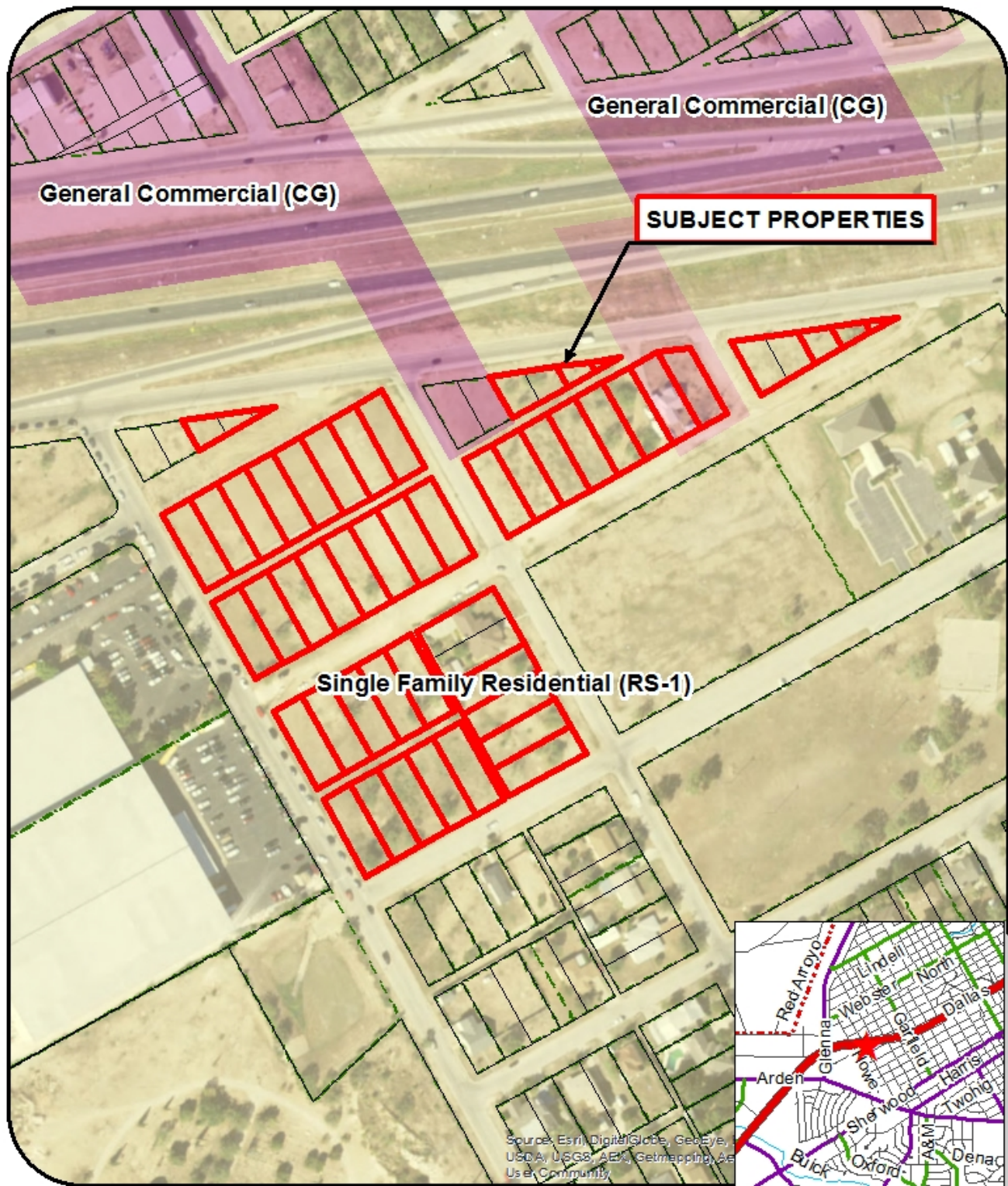
Subject Properties: Blocks 77, 79, 86, Blk 69, Lots 11-13, Blk 78, Lots 3-6, 9-16

Legend:

Subject Properties: —
 Current Zoning: **RS-1, CN**

Requested Zoning **All CG except CO on Blk 86**
 Vision **Transitional, Neighborhood**





Rezoning Case	Legend:	 
Z19-04: Angelo Christian Ministries	Subject Properties: 	
Council District: Lane Carter (SMD#5)	Current Zoning: RS-1, CN	
Neighborhood: Bluffs	Requested Zoning: All CG except CO on Blk 86	
Scale: 1" approx. = 200 ft	Vision: Transitional, Neighborhood	

Subject Properties: Blocks 77, 79, 86, Blk 69, Lots 11-13, Blk 78, Lots 3-6, 9-16

Photos of Site and Surrounding Area

NORTH



SOUTH AT CN ZONED PROPERTIES (REZONE TO CG)



EAST AT PARKSIDE CHURCH



WEST AT TLC CHURCH



FUTURE CO ZONING AREA LOOKING SOUTH



FUTURE CG ZONING AREA LOOKING WEST



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

(☒) IN FAVOR () IN OPPOSITION

REASON(S) As propent to this application for
re-zoning, it is incumbent upon us to accomodate
our plans for parking and other religious related
activities on this property

NAME: Angelo Christian Ministries

ADDRESS: P.O. Box 61998
San Angelo, TX 79906

SIGNATURE:  Authorized Agent.

Z19-04: Angelo Christian Ministries
property owner number: 1

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

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

(✓)

IN FAVOR

()

IN OPPOSITION

REASON(S)

It will be nice to have pretty
New Buildings & landscape to view

The Traffic is already a lot because
of the school

Maybe then I won't have to pick up
so much blowing garbage as I do
from the fields

Thank you for taking the time to explain
the Map & our location!

NAME: Eugene & Doris Slotter

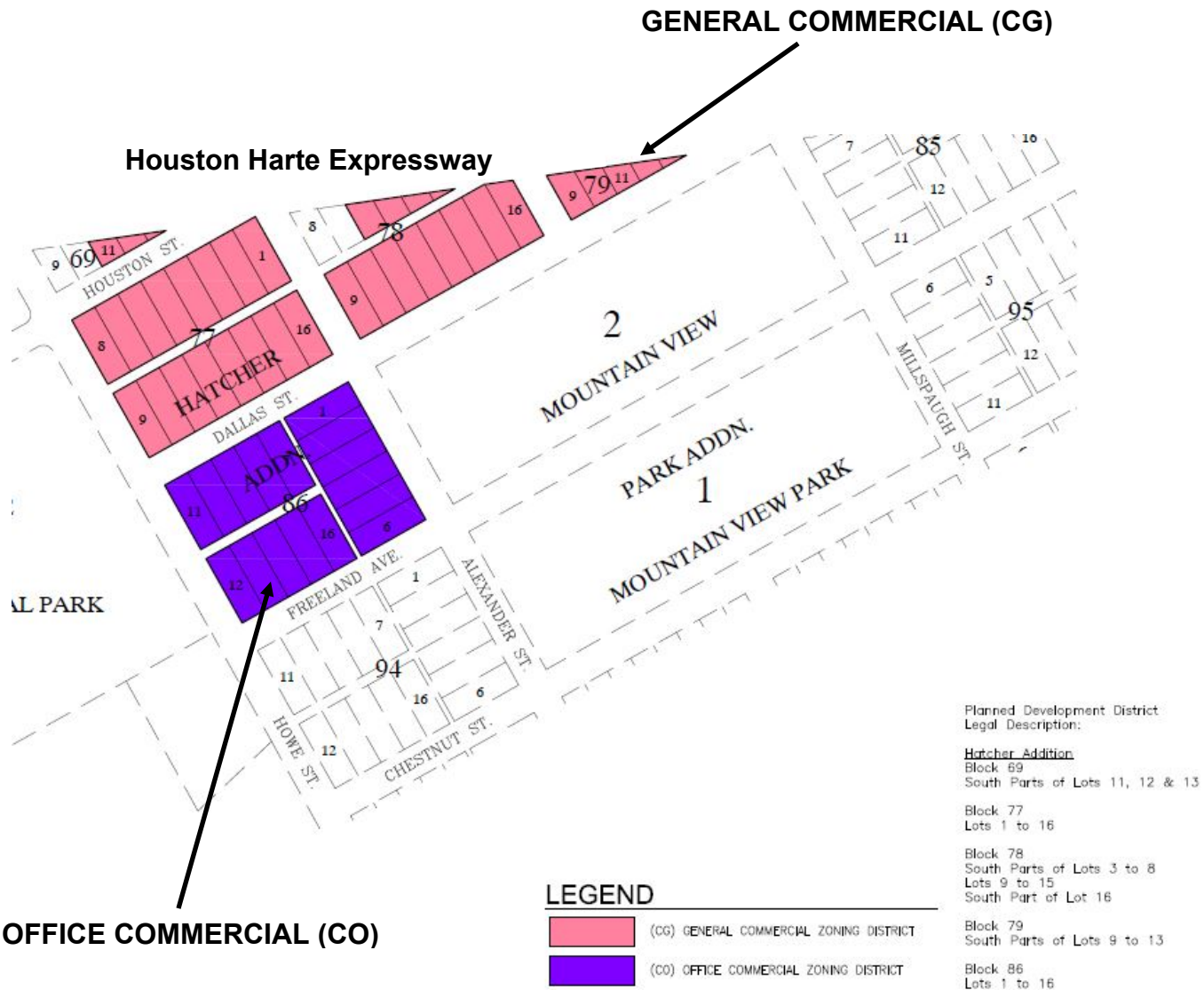
ADDRESS: 3217 Freeland Ave
San Angelo TX 76901

SIGNATURE: Doris Anne Slotter

Z19-04: Angelo Christian Ministries
property owner number: 7

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

Rezoning Conceptual Plan



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): Don Crabtree / ACM, Inc.
☐ Owner ☒ Representative (Notarized Affidavit Required)
 Mailing Address: P.O. Box 61998 San Angelo TX 76906
830-968-2328 doncrabtree@tcfamily.com
 Contact Phone Number: 3301 TCC Way / Contact E-mail Address:
 Subject Property Address: BKs 12 Subd. Houston Harte CP City: State: Zip Code:
 Legal Description (can be found on property tax statement or at www.tamgreensad.com)

Existing Zoning: CG, CM, RS1 Proposed Zoning: CG/CO Lot size: See attached
BKs 77, 78, 79 and lots 9, 10, 11 of BK 69
 (Zoning Map available on [City Maps](#))

Section 2: Site Specific Details

Existing Use of Property: Existing Church, Maintenance Bldg. Vacant lots
Paved Areas
 *Proposed Use of Property: Parking, Sign, Future development area
For Religious Inst. Accessories, maint. bldg.
 *Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;
- ☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
- ☒ If approved, a zone change is applied to the property, not the property owner.
- ☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
- ☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
- ☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
- ☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
- ☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

<u>Angelo Christian Ministries</u>	<u>ACM</u>	<u>1-10-19</u>
Owner Name (Print)	Signature	Company/Organization (If Applicable)
<u>Don Crabtree</u>	<u>[Signature]</u>	<u>Angelo Christian Min.</u>
Representative Name (Print)	Signature	Company/Organization
		<u>1-10-19</u>
		Date

FOR OFFICE USE ONLY:

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 2, 15, 2019

Case No.: Z 19 - 04

Fully-dimensional site plan: ☒

Nonrefundable fee: \$ 625.00

Receipt #: 144201

Date paid: 2, 15, 2019

Sign Deposit \$37.50

Receipt #: _____

Date paid: 2, 15, 2019

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: 3, 18, 2019 Date notifications due: 3, 7, 2019

City Council hearing date: 4, 16, 2019 Packets due date: 4, 1, 2019

Publication date: ____/____/____

Reviewed/Accepted by: J. Fisher Date: 2, 15, 2019

Sec. 212. Amendments to Text or Official Zoning Map

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

1. Compatible with Plans and Policies. Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.

Transitional future land use supports church/school related activities/uses as transition between Commercial toward the North and Residential toward the South. Neighborhood Future land use supports CO zoning

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

Proposed uses of Church buildings and parking lots, playground areas and accessory parking lots are permitted uses in both C60 and CO zones

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.

Proposed uses are compatible with existing Church/school buildings in the area.

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

*lots have remained vacant as RS/Zone
and we seek to maximize our usage for
Church / school activities and usage*

5. Effect on Natural Environment. Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment

*N/A - will be addressed at
time of development*

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

*The neighborhood + community will
benefit greatly by the impact of this
entity's presence. The Church / school
will benefit by continued development*

to take us toward goals of
community betterment.

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.

No impedence is expected to the
development of the community or the
surrounding neighborhood. To the contrary
we expect to increase the Urban image
so as to better our surrounding area.

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTIES: **7.04 acres generally located south of Houston Harte Expressway between Howe Street and Millspaugh Street**, FROM THE NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT AND SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT TO THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND OFFICE COMMERCIAL (CO) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z19-04: Angelo Christian Ministries

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed General Commercial (CG) Zoning District for all of the subject properties within Block 69, 77, 78, and 79, and to approve the proposed Office Commercial (CO) Zoning District for all of the subject properties within Block 86 and,

WHEREAS, on the 16th day of April, 2019, City Council held a public hearing on Z19-04, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

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

The real properties generally located south of Houston Harte Expressway between Howe Street and Millspaugh Street; being the south parts of Lots 11-13 in Block 69 of the Hatcher Addition; the south parts of Lots 3-6, all of Lots 9-15, and the south part of Lot 16 in Block 78 of the Hatcher Addition; the south parts of Lots 9-13 in Block 79 of the Hatcher Addition; and all of Block 77 in the Hatcher Addition comprising 4.47 acres, City of San Angelo, Tom Green County, Texas as more particularly describe on Exhibit “A” of this Ordinance, shall henceforth be permanently zoned as follows: General Commercial (CG) Zoning District.

SECTION 2: 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 permanently zone OFFICE COMMERCIAL (CO) ZONING DISTRICT;

The real properties generally located south of Dallas Street; west of Alexander Street; north of Freeland Avenue; and east of Howe Street; being all of Block 86 in the Hatcher Addition comprising 2.57 acres, City of San Angelo, Tom Green County, Texas as more particularly describe on Exhibit “A” of this Ordinance, shall henceforth be permanently zoned as follows: Office Commercial (CO) Zoning District.

SECTION 3: 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 (Boundary Map).

SECTION 4: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 5: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1, 2, and 3 of this Ordinance shall remain in full force and effect.

SECTION 6: 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 7: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED with public hearing on the **16th day of April, 2019**, and finally PASSED on this the **7th day of May, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit "A" (Boundary Map)

The south parts of Lots 11-13 in Block 69 of the Hatcher Addition; the south parts of Lots 3-6, all of Lots 9-15, and the south part of Lot 16 in Block 78 of the Hatcher Addition; the south parts of Lots 9-13 in Block 79 of the Hatcher Addition; and all of Blocks 77 and 86 in the Hatcher Addition; generally located south of Houston Harte Expressway between Howe Street and Millspaugh Street; comprising 7.04 acres



Rezoning Case

Z19-04: Angelo Christian Ministries

Council District: Lane Carter (SMD#5)

Neighborhood: Bluffs

Scale: 1" approx. = 200 ft

Subject Properties: Blocks 77, 79, 86, Blk 69, Lots 11-13, Blk 78, Lots 3-6, 9-16

Legend:

Subject Properties: —
Current Zoning: RS-1, CN

Requested Zoning: All CG except CO on Blk 86
Vision: Transitional, Neighborhood



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

Consider ratifying COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$200,000 to provide an Economic Development Incentive to SMC-Global (Presentation made by Business, Retention & Expansion Coordinator Shannon Scott & Chamber Vice President of Economic Development Michael Looney)

Summary/History:

Financial Impact:

\$200,000 in total incentives for property tax rebates over the course of 5 years

Must show proof of investment of \$3.3 million in business personal property and inventory in order to receive incentives

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------------------------|-------------------------------------|
| 1. | 19-XXXX_COSADC_SMC_PROJECT_RESO | 19-XXXX_COSADC_SMC_PROJECT_RESO.pdf |
|----|---------------------------------|-------------------------------------|

Presentation:

Approvals/Reviews:

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

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$200,000, TO PROVIDE AN ECONOMIC DEVELOPMENT INCENTIVE TO SPECIAL MATERIALS COMPANY, FOR A PROJECT RELATED TO BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS, AS AUTHORIZED FOR A TYPE B CORPORATION UNDER LOCAL GOVERNMENT CODE CHAPTER 505 SUBCHAPTER D.

WHEREAS, The voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Development Corporation Act, including but not limited to, the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure, and

WHEREAS, SPECIAL MATERIALS COMPANY is a foreign corporation authorized to conduct business in Texas, and intends to retain at its facilities in San Angelo eleven (11) existing full time primary jobs and,

WHEREAS, SPECIAL MATERIALS COMPANY would like to invest a minimum of \$3,300,000 in business personal property and inventory at its new facility located at Loop 306 2801 W. San Angelo, Texas

WHEREAS, SPECIAL MATERIALS COMPANY has applied with COSADC under the Business Retention and Expansion Program (BREP) for an incentive to carry out business expansion plans, and the Board has determined that the Project will promote or develop the expansion of a business enterprise that creates or retains primary jobs; and,

WHEREAS, at least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code and

WHEREAS, the City of San Angelo Development Corporation shall hold a Public Hearing on the Project prior to expending authorized grant funds;

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

The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds as an economic development incentive to SPECIAL MATERIALS COMPANY, in an amount not to exceed \$200,000; authorizing the Director of Economic Development to prepare an economic development performance agreement with SPECIAL MATERIALS COMPANY, in compliance with the Development Corporation Act and as approved by the City Attorney; authorizing the COSADC Board President to execute

said agreement and related documents; and recommending to City Council ratification of the incentive and approval of the economic development performance agreement.

ADOPTED THIS _____ DAY OF March, 2019

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Todd Kolls, President

Nora Nevarez, Corporate Secretary

RATIFIED by City Council this _____ day of _____, 2019.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, Interim City Clerk

APPROVED FOR CONTENT

APPROVED AS TO FORM

Shannon Scott, Business Retention &
Expansion Coordinator

Dan T. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

Consider ratifying COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$50,000 to provide an Economic Development Incentive to Ener-Tel Services (Presentation made by Business, Retention & Expansion Coordinator Shannon Scott)

Summary/History:

Financial Impact:

\$50,000 in total incentives for job creation and retention

Incentives include the retention of 73 current jobs, and \$5,000 per new FTE created for at least 3 new FTE's, but up to 10 new FTE's for a potential total of \$50,000

Other Information/Recommendation:

Attachments:

- | | |
|---------------------------------|----------------------------------|
| 1. COSADC_ENER-TEL_PROJECT_RESO | COSADC_ENER-TEL_PROJECT_RESO.pdf |
|---------------------------------|----------------------------------|

Presentation:

Approvals/Reviews:

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

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$50,000 TO PROVIDE AN ECONOMIC DEVELOPMENT INCENTIVE TO ENER-TEL SERVICES, INC FOR A PROJECT RELATED TO BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS, AS AUTHORIZED FOR A TYPE B CORPORATION UNDER LOCAL GOVERNMENT CODE CHAPTER 505 SUBCHAPTER D.

WHEREAS, The voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Act, including but not limited to, the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure, and,

WHEREAS, ENER-TEL SERVICES, INC. (hereinafter "ENER-TEL") is a business enterprise engaged in the design, installation and servicing of security systems at its facilities in San Angelo, and is in the process of expanding its business; and,

WHEREAS, ENER-TEL SERVICES intends to retain at its facilities in San Angelo seventy-three (73) existing full time primary jobs and would like to create a minimum of three (3), but up to fifteen (10) new Full Time Equivalent Primary Jobs (FTE's); and,

WHEREAS, ENER-TEL SERVICES has applied with COSADC under the Business Retention and Expansion Program (BREP) for an incentive to carry out business expansion plans and the Board has determined that the Project will promote or develop expansion of its business enterprise in San Angelo that creates or retains primary jobs; and,

WHEREAS, at least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code and

WHEREAS, the City of San Angelo Development Corporation shall hold a Public Hearing on the Project prior to expending authorized grant funds;

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

The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds as an economic development incentive to ENER-TEL SERVICES, INC., in an amount not to exceed \$50,000.00; authorizing the Director of Economic Development to prepare an economic development performance agreement with ENER-TEL SERVICES, INC. in compliance with the Development

Corporation Act and as approved by the City Attorney; authorizing the COSADC Board President to execute said agreement and related documents; and recommending to City Council ratification of the incentive and approval of the economic development performance agreement.

ADOPTED THIS _____ DAY OF March, 2019

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Todd Kolls, President

Nora Nevarez, Corporate Secretary

RATIFIED by City Council this _____ day of _____, 2019.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, Interim City Clerk

APPROVED FOR CONTENT

APPROVED AS TO FORM

Shannon Scott, Business Retention &
Expansion Coordinator

Dan T. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

Consider amending Civic Events policies as recommended by the Civic Events Advisory Board (Presentation made by Civic Events Manager Sidney Walker)

Summary/History:

Civic Events staff, in conjunction with the Civic Events Advisory Board, have worked together to recommend changes to the current facility policies. The majority of the changes are administrative in nature. Staff and the Board also entwined current contract language with the policies so that the two documents conformed. Some of the most notable changes are:

- **Alcohol** - deleted "Liquor Liability insurance may be purchased through the City's Risk Management Department."
- **Camper Hookups** - deleted "There are no water connections."
- **Capped Rate For Public Ticketed Events** – deleted the word "authority". Added "Once the rate is negotiated, the CE Manager must receive approval from the Committee to authorize the capped payment."
- **Damage/ Cleaning Cost** - added "Clients renting the El Paseo, Pecan Creek Pavilion or Farmers Market must clean up after the event has ended."
- **Facility Discounts** – reworded "Deviations from this policy must be reviewed and approved by City Council with a recommendation from the Civic Events Advisory Board."
- **Facility Use Fee** – deleted "Non-profit" organizations will pay a facility use fee of .50 cents/ticket, or .25 cents if they qualify as multiple-date users."
- **Facility Use Fee** – added "Promoters may comp only 10% of the total amount of sold tickets." "If a promoter comps more than 10% the promoter must pay the Facility Use Fee on each ticket above the 10% threshold."
- **Security** – added "All public ticketed events must provide private security for bags and guest checks."

Added Prohibited Items: Alcohol, Animals (exception for service dogs), Bottles, cans, and beverage containers of any kind, Firearms, Flasks, Inflatable objects, Laser pointers and pens, mace (pepper or tear gas), outside food or beverage, poles, sticks or rods of any kind, sealed packages of any kind, swords, video cameras. ***Exceptions will be made for those with medical requirements and/or special needs***

- **Smoking** - added "Smoking is allowed in designated areas."

Financial Impact:

No fiscal impact directly associated with this item.

Other Information/Recommendation:

None to report.

Attachments:

1. Council Slides - Policies
2. CE Facility Policy Changes- -Staff Draft

Council Slides - Policies.pptx
CE Facility Policy Changes- -Staff Draft.docx

Presentation:

Approvals/Reviews:

Sidney Walker
Carl White
Theresa James
Nolan Sosa
Tina Dierschke
Theresa James
Anthony Wilson
Becky Dunn
Julia Antilley

[illegible]



City Council

April 16, 2019



Civic Events facility policies

- **Alcohol** - deleted “Liquor Liability insurance may be purchased through the City’s Risk Management Department.”
- **Camper Hookups** - deleted “There are no water connections.”
- **Capped Rate For Public Ticketed Events** – deleted the word “authority”. Added “Once the rate is negotiated, the CE Manager must receive approval from the Committee to authorize the capped payment.”



Civic Events facility policies

- **Damage/ Cleaning Cost** - added “Clients renting the El Paseo, Pecan Creek Pavilion or Farmers Market must clean up after the event has ended.”
- **Facility Discounts** – reworded “Deviations from this policy must be reviewed and approved by City Council with a recommendation from the Civic Events Advisory Board.”
- **Facility Use Fee** – deleted “Non-profit” organizations will pay a facility use fee of .50 cents/ticket, or .25 cents if they qualify as multiple-date users.”



Civic Events facility policies

- **Facility Use Fee** – added “Promoters may comp only 10% of the total amount of sold tickets.” “If a promoter comps more then 10% the promoter must pay the Facility Use Fee on each ticket above the 10% threshold.”
- **Smoking** - added “Smoking is allowed in designated areas.”



Civic Events facility policies

- **Security** – added “All public ticketed events must provide private security for bags and guest checks.”

Prohibited Items:

- * Alcohol
- * Animals
- * Bottles, cans, and beverage containers of any kind
- * Costumes



Civic Events facility policies

Prohibited Items:

- * Firearms
- * Flasks
- * Inflatable objects
- * Laser pointers
- * Mace (pepper spray or tear gas)



Civic Events facility policies

Prohibited Items:

- * Outside food or beverage
- * Poles, sticks or rods of any kind
- * Sealed packages of any kind
- * Swords
- * Video cameras



Civic Events facility policies

Prohibited Items:

- Exception will be made for those with medical requirements and/or special needs
- All “Short-Term Public Facility Agreements” must abide by the prohibited items list.





City Council

April 16, 2019



CIVIC EVENTS FACILITY POLICIES

(Approved by City Council on Jan 23, 2018)

Purpose Statement:

The purpose of this document is to provide procedures and guidelines to follow in the Civic Events Department. These procedures and guidelines should be viewed as directional, informative, and provide guidance for all involved with Civic Events, unless specific policies are negated by existing ordinances.

The development and review of the Civic Events Policies should originate with the Civic Events Departments with recommendations from the Civic Events Advisory Board and approved by City Council.

Definitions:

Booking – an event with a fully executed Short-Term Facilities Agreement and required payments according to the fee schedule.

Capped Payment - A payment that is allowed to fluctuate, but which cannot surpass a stated amount.

Hold – a request from a lessee for a date.

Required Payment – the payment of all required fees according to the fee schedule for the requested event.

Scheduled - an event date held with a required payment, but no executed agreement.

Ticketed Events – Any event that requires a fee for admission including trade shows, tool sales, boat shows, etc.

Total Gross – all earnings from all revenue sources for an event, before deductions.

ADVERTISING AND NAMING RIGHTS

The City's contracted agent for marketing naming rights sponsorships and advertising on City properties holds the exclusive right to solicit and make such contracts on the City's behalf. All such transactions must be conducted by and through the contracted advertising agent.

The City's contracted advertising agent holds the exclusive right to place City advertising (other than public notices and employment ads) with media outlets.

ALCOHOL

The City's contracted Concessionaire holds exclusive rights to provide alcohol at all Civic Events venues (Coliseum, Convention Center, River Stage, Paseo, Indoor Arena, Farmers Market). Except for non-ticketed events at the River Stage, the Paseo, and Pecan Creek Pavilion no alcoholic beverages may be brought on the premises of any Civic Event venue unless purchased by the City's Concessionaire for resale. No glass containers are allowed in Civic Events venues. Per the Concessionaire contract, the Concessionaire agrees to "provide full and complete alcoholic beverage service, including ice, for each event held on the Premises for which alcoholic beverage service is requested by the client and which service is approved by the City Manager or ~~if~~ his designee."

Alcoholic beverages may be brought into the RiverStage, the Paseo, and Pecan Creek Pavilion during non-ticketed events. Lessee must provide liquor liability insurance that names the City of San Angelo as additional insured. ~~Liquor Liability insurance may be purchased through the City's Risk Management Department.~~ Lessee must employ at Lessee's sole expense, a local off-duty uniformed SAPD certified peace officer(s) as security at all functions at which alcohol is present. The Civic Events Manager will determine the number of officer~~s~~.

All local ordinances and state laws pertaining to alcoholic beverages must be adhered to.

BOOKING

With the exception of conventions and public events attended by at least 500 people, the use of facilities may be booked up to one (1) year in advance unless otherwise approved by the Civic Events Manager and documented for the Civic Events Advisory Board.

Facilities and dates are considered a contractual, or confirmed, commitment only upon the execution of the Short-Term Public Facility Agreement by the event sponsor and the Civic Events Manager specifying all details of the commitment and the receipt of the required payment..

Staff will inform promoters of any like events that are booked to occur one month prior to or after their planned event.

BOOKING SCHEDULE

For non-ticketed events, a fully executed Short-Term Facilities Agreement and required payment must be received within 10 days of the Lessee's request. If the full fee and executed contract is not received by such date, the booked date may be released.

For ticketed events, a fully executed agreement and a payment in the amount of the facilities rent fee must be received within 10 days of booking.

The Convention & Visitors Bureau is allowed to hold dates no more than five years in advance unless agreed upon with Civic Events Manager. If less than a year out, Civic Events shall inform CVB of pending convention dates to ensure that they are released in a timely manner for open public or private bookings.

CAMPER HOOKUPS

INDOOR ARENA – There are electrical hookups available at a rate by the Council approved fee schedule. There are ~~no no water or~~ sewer connections. The charge for camper hookups will be included in the event's settlement agreement. Prices will be adjusted to match those charged at the San Angelo Fairgrounds by the San Angelo Stock Show & Rodeo Association anytime the SASSRA change rates.

PASEO GROUNDS – There are electrical hookups available at a rate by the Council approved fee schedule. There are no water or sewer connections. The charge for camper hookups will be included in the event's settlement agreement. Prices will be adjusted to match those charged d at the Indoor Arena anytime rates change there.

CANCELLATION/REFUNDS

If the Civic Events Manager cancels a Short-Term Public Facility Agreement at any time, Lessee will receive a full refund of all payments made. If Lessee cancels the Public Facilities Agreement prior to ninety (90) days before the event, Lessee will receive a refund equal to one-half of the required payment. If the Lessee cancels the Public Facilities Agreement within ninety (90) days of the event, Lessee will forfeit the entire payment.

CAPPED RATE FOR PUBLIC TICKETED EVENTS

The Civic Events Manager ~~can has the authority to~~ negotiate a capped payment of the Civic Event's facility being rented by a promoter or event company for ticketed events. The capped payment cannot be less than the rental rate that is stated on the Fee Schedule and cannot exceed 10% of the total gross. ~~Once the rater is negotiated, the CE Manager must receive approval from the Committee to authorize the capped payment.~~

CARSHOWS

Shows involving the display of cars, motorcycles and/or other motorized vehicles must place drip pans under all vehicles and must comply with all fire codes.

CATERER REQUIREMENT AND PAYMENTS

All caterers must sign and adhere to a Catering Agreement with the City of San Angelo. Lessees can use only those caterers that are on the City's Approved Caterer's List.

Reinstatement of catering privileges lost because of non-payment requires full payment of outstanding balances and late fees, and approval by the Civic Events Manager. The Civic Events Manager reserves the right to require a payment in advance on future bookings from caterers who have been delinquent in payment.

Lessees may provide their own food at private events if neither the preparer of the food is paid any fee nor anyone attending the event is charged for eating the food.

CONCESSIONS

The City's contracted concessionaire holds exclusive rights to provide food and non-alcoholic beverages at the Coliseum, Convention Center River Stage, and Tiered Plaza. The City's contracted concessionaire holds exclusive rights to sell food and non-alcoholic beverages at the Indoor Arena for ticketed events only. The City's contracted concessionaire holds exclusive rights to sell alcohol at ticketed events at the Coliseum, Convention Center, Farmer's Market, Indoor Arena, Paseo Pavilions, Pecan Creek Pavilion and Park, River Stage, and Tiered Plaza.

CONVENTION CENTER KITCHEN

The Convention Center kitchen is a "catering kitchen" that may be used by caterers only if they have signed a Catering Agreement with the City of San Angelo and are on the City's Approved Caterers List. Any lessee who rents the Convention Center is allowed access to the Convention Center's ice machine and reverse osmosis water system. Any Lessee who is not a City approved caterer wishing to bring food into the Convention Center for their function may use the kitchen after paying a \$100/day fee in advance. The fee includes use of the Convention Center's refrigerator, freezer, tea and coffee makers, warmers and food preparation areas. Cooking by anyone other than a City-approved caterer is not allowed.

If Lessees fail to clean the kitchen to the satisfaction of the Civic Events Manager or the Manager's designee, the amount of staff time and cleaning materials associated with the cleanup will be billed to the lessee.

DAMAGE/ CLEANING COST

Lessees shall be responsible for returning Civic Events property to pre-event condition and agree to compensate Civic Events for damages or clean-up costs. Clients renting the El Paseo, Pecan Creek Pavilion, or the Farmers Market must clean up after the event has ended. Civic Events employees will conduct a pre-and post-event survey of City property with the applicant to verify condition of City property. Cost for clean-up will be charged at hourly staff rates plus the direct cost of any repairs. All damages will be assessed by the Risk Manager and the cost will be billed to the Event applicant.

DONATION vs. TICKETED EVENT

Any monetary amount suggested or required for entrance or admission into an event shall be considered a ticketed event, which is subject to a rental rate of 10 percent of gross ticket sales. If admission to an event consists of “Donations Only,” the base rental for the facility will apply

EMERGENCIES

Civic Events staff will be available or on call at all times during an event. Certified peace officers will be on the premises if required. (See “Security.”)

FACILITY DISCOUNTS

Organizers/promoters of existing established events will be offered a 50-percent discount from the daily rental rates of Civic Events facilities if:

- They show a history of using an average of at least 200 hotel rooms per night during their event. “Existing, established events” are defined as events that have met at least annually for a minimum of the past three years.
- They work through the San Angelo Chamber of Commerce’s Convention and Visitors Bureau to book and plan their event.
- They offer documented proof within 10 working days of the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 200 San Angelo hotel rooms per night were booked and used during the course of the event. After the event, rooms will be tracked based on pick up reports returned to the CVB by the hoteliers.

Organizers/promoters of existing established events could earn larger facility rental discounts at the rate of 1 percentage point for every 15 rooms above the average of 200 San Angelo hotel rooms per night.

Organizers/promoters of existing established events must pay a required payment equal to the contracted discount of the facility's rental fee. Failure to provide documented proof within 10 working days from the end of their event of the average number of San Angelo hotel rooms booked and used per night during the course of the event will result in the loss of the required payment

Organizers/promoters of new events can earn a 50-percent discount off the daily rental rates of Civic Events facilities by following the same procedure as existing events. New events must pay a required payment equivalent to the full rental rate. If ~~they- the~~ promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 200 San Angelo hotel rooms were booked and used during the course of the event, 50 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

If ~~they~~ promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 150 San Angelo hotel rooms were booked and used during the course of the event, 33 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

If ~~they~~ promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 100 San Angelo hotel rooms were booked and used during the course of the event, 25 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

Deviations from this policy must be reviewed and approved by City Council with a recommendation from the ~~City's~~ Civic Events Advisory Board.

FACILITY USE FEE

A facility fee per ticket is charged on all tickets sold as shown on fee schedule.

Promoters may comp only 10% of the total amount of sold tickets. If a promoter comps more than 10% of the sold amount, the promoter must pay the Facility Use Fee on each ticket above the 10% threshold.

~~Non—profit organizations will pay a facility use fee of .50 cents/ticket, or .25 cents if they qualify as multiple date users.~~

GLASS CONTAINERS

Glass containers are prohibited in Civic Events facilities per city ordinance, with the exception of wine glasses, wine bottles and punch bowls in the Convention Center.

INSURANCE

The sponsor of an event is required to have commercial general liability insurance for bodily injury or death in the minimum amount of \$1,000,000 and property damage to rented premises in the minimum amount of \$100,000. Such coverage shall name the City of San Angelo as additional insured and provide for a waiver of subrogation of all claims in favor of the City. The insurance must be issued by a company licensed to do business in the State of Texas. Lessee must furnish proof of coverage to the Civic Events Manager or his designee at least ten (10) business days prior to the event. In the event Lessee wishes to purchase insurance through the City's Risk Manager, estimated payment of insurance is due/payable at the time the Public Facilities Agreement is signed.

INTERNAL USE POLICY

The use of Civic Events facilities by City departments and divisions is governed by the City's internal use policy, approved by the City Manager on August 18, 2009.

MULTIPLE USE

A client contracting for a minimum of ten (10) events in a calendar year (January – December) for use of the small meeting rooms (those other than the 12,000-square-foot large meeting room in the center of the facility) at the Convention Center will be granted a twenty-five percent (25%) discount per room, during weekday business hours, provided additional labor is not required or other costs are not imposed on the City. In the event additional labor is required or other costs are imposed, Lessee will pay such costs at the regular rates.

A client contracting for a minimum of four (4) public ticketed events at one time at the River Stage, Convention Center or Coliseum within a 12-month span will be deemed a multiple user. A rental rate of 50% off of the facilities rental rate will be applied to the fourth concert. The fourth concert must be held at either the River stage or the Coliseum. The discount will apply if one of the concerts is cancelled by circumstances beyond the promoter's control, including weather, an act of God, the unavailability of the venue because of a natural disaster or other emergency operation, or the health of the performer.

Multiple use for all other events is defined in the "facility use fee" policy.

NOVELTIES

The percentage of all after tax revenue from sale of novelties, or a flat fee for novelty sales negotiated prior to the event by the Civic Events Manager, is due and payable to Lessor immediately following the completion of sales or no later than the day of the event if a flat fee is negotiated. These novelty items include printed programs, souvenirs,

tapes, CDs, books, T-shirts and other items identified as a novelty by the Civic Events Manager. Exhibitors and vendors directly related to a convention or trade show are exempt from this policy.

OUTSIDE FOOD AND BEVERAGE

Unless approved by the Civic Events Manager, the public is prohibited from bringing food and beverages that are not purchased on site into the Coliseum, Convention Center, and River Stage during events at which concessions are offered for sale, excluding the San Angelo's Symphony's July 3 Pops Concert at the River Stage.

POST-EVENT BREAKDOWN – (OUTSIDE VENUES)

If Lessee chooses to pay for pickup of litter and/or removal of decorations at any outside venue, Lessee will pay the hourly staff rate. Should the breakdown require staff overtime, Lessee will be charged the resulting overtime rate.

RESTRICTIONS – (OUTSIDE VENUES)

FARMER'S MARKETS – No painting will be done in or around the Farmer's Market. Any violations of this policy will result in the Lessee's being billed at cost to return the venue to its prior condition.

PASEO GROUNDS – No painting will be done in or around the Paseo Grounds. No motor vehicles, with the exception of RV's, are allowed on the Paseo Grounds. Only golf cart-type vehicles and power-operated vehicles for handicapped individuals are allowed on the Grounds. Any exceptions require prior approval by the Civic Events Manager or the Manager's designee. Care must be taken with those exceptions to prevent damage to park infrastructure (i.e. irrigation systems and sprinkler heads). Tents may be staked on the Paseo grounds only at designated or approved locations.

Neither coals, grease, briquettes, charcoal nor any other remnant from a grill, fryer or other cooking appliance may be dumped on the Paseo grounds.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

PASEO PAVILIONS – No nails, tacks, pins or tape will be put in or on any structure. Decorations may be attached with strings or zip ties, provided they are not attached to fans and all strings and zip ties are removed after the event. No painting will be done in or around the Pavilions. No motor vehicles are allowed in the Pavilions. Only golf cart-type vehicles and power-operated vehicles for handicapped individuals are allowed in the Pavilions. Any exceptions require prior approval by the Civic Events Manager or the Manager's designee. Tents may not be staked in the pavers between the pavilions. Tents may not be anchored by trying to any fixture, including light poles, flagpoles, monuments or the pavilions. Tents may be anchored with water barrels.

Neither coals, grease, briquettes, charcoal nor any other remnant from a grill, fryer or other cooking appliance may be dumped in the Paseo pavilions.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

RIVER STAGE – No nails, tacks, pins or tape will be put in any wall. Decorations may be attached with strings and zip ties, provided all strings and zip ties are removed after the event. No painting will be done in or around the River Stage. Tents may be staked on the River Stage grounds only at designated or approved locations.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

SECURITY

Lessees and/or sponsors of an event must have Texas State certified police officers present, if required by the Civic Events Manager. This requirement, as well as the number of officers needed, will depend on the type of event (including activities), number of anticipated attendees at the event, whether or not alcohol will be consumed at the event, as well-as other factors.

If certified police officers are required for an event, at least one of the officers must be a City of San Angelo officer. If certified police officers other than City of San Angelo officers provide security at an event, the event sponsor must coordinate those officers and inform the Civic Events division that the officers have been secured for the event and provide a point of contact.

The San Angelo Police Department will work with the Civic Events Division to coordinate SAPD security officers for the event. SAPD is responsible for collecting payment from the lessee at the conclusion of the event. ~~SAPD is responsible for collecting payment from the lessee at the conclusion of the event.~~

All public ticketed events must provide private security for bags and guest checks.

Prohibited Items: alcohol, animals, bottles, cans, and beverage containers of any kind, costumes, firearms, flasks, inflatable objects, laser pointers, mace (pepper spray or tear gas), outside food or beverage, poles, sticks or rods of any kind, swords, video cameras (*only at public ticketed events)

Exceptions will be made for those with medical requirements and/or special needs.

All “Short-Term Public Facility Agreements” must abide by the prohibited items list.

SMOKING

City ordinance prohibits smoking in all indoor and outdoor venues and at the River Stage. Smoking is prohibited underneath the Paseo, Farmers Market, Indoor Arena and Pecan Creek Pavilion. Smoking is allowed in designated areas.

SPECIAL EVENTS

If an event that utilizes a Civic Events venue also makes use of other public properties, the organizers of that event must seek a Special Events permit and comply with the City’s Special Events policy.

It is the sole responsibility of clients leasing all facilities to obtain and pay for all necessary permits to meet the City of San Angelo’s requirements. These include but are not limited to street closure, health and sign permits.

STALLS – INDOOR ARENA

There are stalls available at the Indoor Arena. For the price per stall, see the Fee Schedule. The cost will be included in a Lessee’s final settlement. Temporary stalls in the arena are prohibited until all permanent stalls are rented and only if approved by the Civic Events Manager.

TENTS

Tents may be utilized at the Coliseum and Convention Center parking lots as long as the stake holes are filled and the lot is returned to the pre-tent condition at the conclusion of the event. Tents may be staked on the Paseo and River Stage grounds only at designated

or approved locations. Stake holes must be filled with dirt and the grounds returned to the pre-tent condition at the conclusion of the event.

TICKET VENDOR GUIDELINES

General

The City of San Angelo is requesting qualifications from vendors for facility ticketing services. All qualified vendors will be added to a non-exclusive, approved vendor list that promoters will be allowed to select from for ticketed events at City facilities.

Scope of Services

In order for a Qualification to be considered, the vendor must demonstrate a capacity to perform all of the services described below to provide ticket sales and services for public events. The qualified vendors will then be able to provide ticketing services for City events upon request.

When booking a ticketed event, promoters are allowed to pick a ticketing vendor who has the authority to sell tickets for events at our Civic Events Facilities. The ticketing vendor must meet the requirements below to be added to the vendor list.

1. The provider shall not be a third party ticket distributor or affiliate.
2. The provider shall staff events for Box Office sale the day of and during the event at no cost to the City of San Angelo ("City"). Provided staff cannot be a relation/family member of the promoter of the event.
3. The provider shall be able to provide the City with all equipment needed for day-of operations (ie. ticket scanners, etc.) for all public events for which tickets are sold. The City will provide one staff person to take tickets at no charge. Provider shall bear all costs of any additional staff needed to take tickets on the day of the event.
4. The provider shall be able to build the event with the promoter and City Civic Events staff based on the venue and design and print tickets. No tickets shall go on sale until the venue set up is approved in writing by the Civic Events Manager.
5. The provider shall be able to provide detailed reports with information on the amount of tickets sold, event revenue, and customer demographics to Civic Events at the conclusion of every event. The provider shall provide the Civic

Events Manager with full access into the backend system to track ticket sales and run reports on the events for revenue and customer demographics.

6. The provider shall be able to provide a “cash advance” on the day of the event for promoters, if requested. “Cash advance” must not be greater than what is owed to the City from the current tickets sold.
7. The provider shall be able to settle with the City Civic Events department after the box office is closed or at a time agreed upon in writing with the Civic Events Manager. The provider shall be able to settle with the City Civic Events department after the event, including facility fees, venue rental fees and any other agreed fees. At settlement the City will be paid by company check by the ticketing provider. If the total outstanding balance to the City is under \$1,000, then the promoter is allowed to write the check.
8. The provider shall provide a phone or online customer ticketing order and information service to answer any ticketing questions.
9. The provider shall provide at minimum one ticket outlet with all equipment necessary to ring up the ticket sales in real time.
10. The provider shall be able to provide refunds within 10 business days to the customers, if the event is cancelled.
11. The provider shall be able to handle all cash sales of public ticketed events. The City will not be involved with any cash dealings or purchasing of tickets.
12. The provider must provide the current insurance requirements to be operational at our facilities.

Commercial General Liability:

Minimum Limits:	\$1,000,000	Each Occurrence
	\$1,000,000	Personal and Advertising Injury
	\$2,000,000	General Aggregate
	\$1,000,000	Products/Completed Operations Aggregate
	\$100,000	Fire Damage

Business Auto Liability for any auto:

Minimum Limits:	\$1,000,000	Combined Single Limits
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Workers Compensation:

Minimum Limits:		WC EL Statutory Limits
Disease	\$500,000	each accident
Disease	\$500,000	each employee
	\$500,000	policy limit

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

Consider allocating up to \$50,000 for capital projects from the Civic Event's fund balance for facility improvements (Presentation made by Civic Events Manager Sidney Walker)

Summary/History:

We are seeking City Council approval to consider spending up to \$50,000 from the Civic Events fund balance for facility improvements. For the past few months, the Civic Events Advisory Board has been touring all of the Civic Event facility to view the conditions of each facility and determine what needs these venues have. The Civic Events Advisory Board recommended bringing all the needs of our facilities to City Council for further approval.

After the completion of the Facility Improvements Phase 2 projects, Civic Events had a project savings of \$47,380. With the savings from those improvement projects, City Staff and the Civic Events Advisory Board recommended improvements to El Paseo de Santa Angela.

The recommended improvements consist of LED lighting replacements, U.V. protective netting, and parking lot maintenance.

The total estimated cost for all of the items are \$56,800. Real Estate would be contributing \$5,000 and Civic Events would contribute an additional \$5,000 from our FY19 budget.

Improving the conditions at the Paseo will help enhance our venues that have been consistently booked by patrons or visited by customers.

Financial Impact:

The total estimated cost for all of the improvements are \$56,800. Real Estate would be contributing \$5,000 and Civic Events would contribute an additional \$5,000 from our FY19 budget. The additional funding is \$47,380 from our project savings from our facility improvements phase 2 project.

Other Information/Recommendation:

No other information is requested.

Attachments:

- | | |
|---|---|
| 1. Council Slides - Facility Improvements | Council Slides - Facility Improvements.pptx |
| 2. Fund 410 Balance | Fund 410 Balance.pdf |
| 3. CE Facility Policy Changes- -Staff Draft | CE Facility Policy Changes- -Staff Draft.docx |

Presentation:

Sidney Walker

Approvals/Reviews:

Sidney Walker

Carl White

Theresa James

Nolan Sosa

Tina Dierschke

Theresa James

Anthony Wilson

Becky Dunn

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval



Civic Events Advisory Board

April 16, 2019



Civic Events facility improvements

• Item	Estimated	Actual
• Safety needs	\$25,000	\$13,338
• Chiller replacement	\$171,000	\$170,921
• Stage	\$86,000	\$85,992
• Electrical repair	\$22,000	\$5,157
• LED lighting	\$30,000	\$27,552
• Spotlights (3)	\$30,000	\$23,661



Civic Events facility improvements

- **Total amount requested in FY18: \$374,000**
- **Total amount spent: \$326,621**
- **Improvement project savings: \$47,379**



Facility improvements - chiller



Facility improvements – led lighting



Facility improvements – spotlights and stage



Civic Events FY19 facility improvements

• Item	Venue	Cost
• Light replacement	Paseo	\$10,900
• U.V. protective netting	Paseo	\$11,900
• <u>Parking lot maint.</u>	<u>Paseo</u>	<u>\$34,000</u>
• Total estimated cost:		\$56,800



Civic Events facility improvements

- Facility improv. project savings: \$47,380
- Real estate contribution: \$5,000
- FY19 budget contribution: \$5,000

- Total anticipated funding: \$57,380
- Total estimated cost: \$56,800



El Paseo East & West - 34 W. Ave D



El Paseo Facility improvements





Civic Events Advisory Board

April 16, 2019



THE CITY OF SAN ANGELO, TEXAS
Schedule of Revenues and Expenditures
Fiscal Year through February 28, 2019

42% of
Year Lapsed

Civic Events - Fund 410

	Dept	Original Budget	Current Budget	Month Actual	YTD Total	YTD W/Enc	Over/(Under) Budget	% Realized
Beginning Fund Balance*		1,126,769	1,126,769			1,126,769		
REVENUES:								
Transfer from Hotel Occupancy Tax Fund		1,076,476	1,076,476	103,357	529,079	529,079	(547,397)	49%
Venue Performance:								
Coliseum	6601							
Revenues		218,000	218,000	3,500	60,967	60,967	(157,033)	28%
Expenditures		232,000	224,500	21,213	81,579	94,222	(130,278)	42%
Revenue Over/(Under) Expenditures		(14,000)	(6,500)	(17,713)	(20,612)	(33,255)	(26,755)	
Concessions	6607							
Revenues		50,000	50,000	10,701	29,980	29,980	(20,020)	60%
Revenue Over/(Under) Expenditures		50,000	50,000	10,701	29,980	29,980	(20,020)	
Auditorium	6602							
Revenues		4,000	4,000	-	450	450	(3,550)	11%
Expenditures		-	-	-	-	-	-	0%
Revenue Over/(Under) Expenditures		4,000	4,000	-	450	450	(3,550)	
East Reception Room	6609							
Revenues		6,000	6,000	150	300	300	(5,700)	5%
Expenditures		-	-	-	-	-	-	0%
Revenue Over/(Under) Expenditures		6,000	6,000	150	300	300	(5,700)	
Riverstage	6605							
Revenues		17,500	17,500	1,000	24,223	24,223	6,723	138%
Expenditures		30,200	30,200	1,077	6,814	8,281	(21,919)	27%
Revenue Over/(Under) Expenditures		(12,700)	(12,700)	(77)	17,409	15,942	28,642	
Convention Center	6603							
Revenues		203,350	203,350	27,712	101,881	101,881	(101,469)	50%
Expenditures		157,437	159,546	8,466	52,961	66,693	(92,853)	42%
Revenue Over/(Under) Expenditures		45,913	43,804	19,246	48,920	35,188	(8,616)	
Farmers Market/Pavilion/Paseo Grounds								
Revenues	6606	16,200	16,200	1,155	5,303	5,303	(10,897)	33%
Expenditures		18,300	18,300	207	1,207	2,881	(15,419)	16%
Revenue Over/(Under) Expenditures		(2,100)	(2,100)	948	4,096	2,422	4,522	
Total Venue Performance								
Revenues		515,050	515,050	44,218	223,104	223,104	(291,946)	43%
Expenditures		437,937	432,546	30,963	142,561	172,077	(260,469)	40%
Revenue Over/(Under) Expenditures		77,113	82,504	13,255	80,543	51,027	(31,477)	
Staff and Other Expenditures	6604							
Personnel		781,018	781,018	72,006	319,234	319,234	(461,784)	41%
Administration		261,816	286,816	31,867	105,319	105,319	(181,497)	37%
Capital & Maintenance	6699	-	168,959	14,995	121,833	121,833	(47,126)	72%
Contingencies	6699	145,590	145,590	-	-	-	(145,590)	0%
Non-Departmental Expenditures		1,188,424	1,382,383	118,868	546,386	546,386	(835,997)	
Other Revenues	6604							
Interest		14,835	14,835	2,159	9,290	9,290	(5,545)	63%
Advertising Revenue		20,000	20,000	-	14,000	14,000	(6,000)	70%
Other Revenues		34,835	34,835	2,159	23,290	23,290		
Revenue Over/(Under) Expenditures		-	(188,568)	(97)	86,526	57,010		
Ending Fund Balance		1,126,769	938,201			1,183,779		

*Preliminary

CIVIC EVENTS FACILITY POLICIES

(Approved by City Council on Jan 23, 2018)

Purpose Statement:

The purpose of this document is to provide procedures and guidelines to follow in the Civic Events Department. These procedures and guidelines should be viewed as directional, informative, and provide guidance for all involved with Civic Events, unless specific policies are negated by existing ordinances.

The development and review of the Civic Events Policies should originate with the Civic Events Departments with recommendations from the Civic Events Advisory Board and approved by City Council.

Definitions:

Booking – an event with a fully executed Short-Term Facilities Agreement and required payments according to the fee schedule.

Capped Payment - A payment that is allowed to fluctuate, but which cannot surpass a stated amount.

Hold – a request from a lessee for a date.

Required Payment – the payment of all required fees according to the fee schedule for the requested event.

Scheduled - an event date held with a required payment, but no executed agreement.

Ticketed Events – Any event that requires a fee for admission including trade shows, tool sales, boat shows, etc.

Total Gross – all earnings from all revenue sources for an event, before deductions.

ADVERTISING AND NAMING RIGHTS

The City's contracted agent for marketing naming rights sponsorships and advertising on City properties holds the exclusive right to solicit and make such contracts on the City's behalf. All such transactions must be conducted by and through the contracted advertising agent.

The City's contracted advertising agent holds the exclusive right to place City advertising (other than public notices and employment ads) with media outlets.

ALCOHOL

The City's contracted Concessionaire holds exclusive rights to provide alcohol at all Civic Events venues (Coliseum, Convention Center, River Stage, Paseo, Indoor Arena, Farmers Market). Except for non-ticketed events at the River Stage, the Paseo, and Pecan Creek Pavilion no alcoholic beverages may be brought on the premises of any Civic Event venue unless purchased by the City's Concessionaire for resale. No glass containers are allowed in Civic Events venues. Per the Concessionaire contract, the Concessionaire agrees to "provide full and complete alcoholic beverage service, including ice, for each event held on the Premises for which alcoholic beverage service is requested by the client and which service is approved by the City Manager or ~~if~~ his designee."

Alcoholic beverages may be brought into the RiverStage, the Paseo, and Pecan Creek Pavilion during non-ticketed events. Lessee must provide liquor liability insurance that names the City of San Angelo as additional insured. ~~Liquor Liability insurance may be purchased through the City's Risk Management Department.~~ Lessee must employ at Lessee's sole expense, a local off-duty uniformed SAPD certified peace officer(s) as security at all functions at which alcohol is present. The Civic Events Manager will determine the number of officer~~s~~.

All local ordinances and state laws pertaining to alcoholic beverages must be adhered to.

BOOKING

With the exception of conventions and public events attended by at least 500 people, the use of facilities may be booked up to one (1) year in advance unless otherwise approved by the Civic Events Manager and documented for the Civic Events Advisory Board.

Facilities and dates are considered a contractual, or confirmed, commitment only upon the execution of the Short-Term Public Facility Agreement by the event sponsor and the Civic Events Manager specifying all details of the commitment and the receipt of the required payment..

Staff will inform promoters of any like events that are booked to occur one month prior to or after their planned event.

BOOKING SCHEDULE

For non-ticketed events, a fully executed Short-Term Facilities Agreement and required payment must be received within 10 days of the Lessee's request. If the full fee and executed contract is not received by such date, the booked date may be released.

For ticketed events, a fully executed agreement and a payment in the amount of the facilities rent fee must be received within 10 days of booking.

The Convention & Visitors Bureau is allowed to hold dates no more than five years in advance unless agreed upon with Civic Events Manager. If less than a year out, Civic Events shall inform CVB of pending convention dates to ensure that they are released in a timely manner for open public or private bookings.

CAMPER HOOKUPS

INDOOR ARENA –There are water and electrical hookups available at a rate by the Council approved fee schedule. There are no no water or sewer connections. The charge for camper hookups will be included in the event's settlement agreement. Prices will be adjusted to match those charged at the San Angelo Fairgrounds by the San Angelo Stock Show & Rodeo Association anytime the SASSRA change rates.

PASEO GROUNDS – There are electrical hookups available at a rate by the Council approved fee schedule. There are no water or sewer connections. The charge for camper hookups will be included in the event's settlement agreement. Prices will be adjusted to match those charged d at the Indoor Arena anytime rates change there.

CANCELLATION/REFUNDS

If the Civic Events Manager cancels a Short-Term Public Facility Agreement at any time, Lessee will receive a full refund of all payments made. If Lessee cancels the Public Facilities Agreement prior to ninety (90) days before the event, Lessee will receive a refund equal to one-half of the required payment. If the Lessee cancels the Public Facilities Agreement within ninety (90) days of the event, Lessee will forfeit the entire payment.

CAPPED RATE FOR PUBLIC TICKETED EVENTS

The Civic Events Manager ~~can has the authority to~~ negotiate a capped payment of the Civic Event's facility being rented by a promoter or event company for ticketed events. The capped payment cannot be less than the rental rate that is stated on the Fee Schedule and cannot exceed 10% of the total gross. ~~Once the rater is negotiated, the CE Manager must receive approval from the Committee to authorize the capped payment.~~

CARSHOWS

Shows involving the display of cars, motorcycles and/or other motorized vehicles must place drip pans under all vehicles and must comply with all fire codes.

CATERER REQUIREMENT AND PAYMENTS

All caterers must sign and adhere to a Catering Agreement with the City of San Angelo. Lessees can use only those caterers that are on the City's Approved Caterer's List.

Reinstatement of catering privileges lost because of non-payment requires full payment of outstanding balances and late fees, and approval by the Civic Events Manager. The Civic Events Manager reserves the right to require a payment in advance on future bookings from caterers who have been delinquent in payment.

Lessees may provide their own food at private events if neither the preparer of the food is paid any fee nor anyone attending the event is charged for eating the food.

CONCESSIONS

The City's contracted concessionaire holds exclusive rights to provide food and non-alcoholic beverages at the Coliseum, Convention Center River Stage, and Tiered Plaza. The City's contracted concessionaire holds exclusive rights to sell food and non-alcoholic beverages at the Indoor Arena for ticketed events only. The City's contracted concessionaire holds exclusive rights to sell alcohol at ticketed events at the Coliseum, Convention Center, Farmer's Market, Indoor Arena, Paseo Pavilions, Pecan Creek Pavilion and Park, River Stage, and Tiered Plaza.

CONVENTION CENTER KITCHEN

The Convention Center kitchen is a "catering kitchen" that may be used by caterers only if they have signed a Catering Agreement with the City of San Angelo and are on the City's Approved Caterers List. Any lessee who rents the Convention Center is allowed access to the Convention Center's ice machine and reverse osmosis water system. Any Lessee who is not a City approved caterer wishing to bring food into the Convention Center for their function may use the kitchen after paying a \$100/day fee in advance. The fee includes use of the Convention Center's refrigerator, freezer, tea and coffee makers, warmers and food preparation areas. Cooking by anyone other than a City-approved caterer is not allowed.

If Lessees fail to clean the kitchen to the satisfaction of the Civic Events Manager or the Manager's designee, the amount of staff time and cleaning materials associated with the cleanup will be billed to the lessee.

DAMAGE/ CLEANING COST

Lessees shall be responsible for returning Civic Events property to pre-event condition and agree to compensate Civic Events for damages or clean-up costs. Clients renting the El Paseo, Pecan Creek Pavilion, or the Farmers Market must clean up after the event has ended. Civic Events employees will conduct a pre-and post-event survey of City property with the applicant to verify condition of City property. Cost for clean-up will be charged at hourly staff rates plus the direct cost of any repairs. All damages will be assessed by the Risk Manager and the cost will be billed to the Event applicant.

DONATION vs. TICKETED EVENT

Any monetary amount suggested or required for entrance or admission into an event shall be considered a ticketed event, which is subject to a rental rate of 10 percent of gross ticket sales. If admission to an event consists of “Donations Only,” the base rental for the facility will apply

EMERGENCIES

Civic Events staff will be available or on call at all times during an event. Certified peace officers will be on the premises if required. (See “Security.”)

FACILITY DISCOUNTS

Organizers/promoters of existing established events will be offered a 50-percent discount from the daily rental rates of Civic Events facilities if:

- They show a history of using an average of at least 200 hotel rooms per night during their event. “Existing, established events” are defined as events that have met at least annually for a minimum of the past three years.
- They work through the San Angelo Chamber of Commerce’s Convention and Visitors Bureau to book and plan their event.
- They offer documented proof within 10 working days of the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 200 San Angelo hotel rooms per night were booked and used during the course of the event. After the event, rooms will be tracked based on pick up reports returned to the CVB by the hoteliers.

Organizers/promoters of existing established events could earn larger facility rental discounts at the rate of 1 percentage point for every 15 rooms above the average of 200 San Angelo hotel rooms per night.

Organizers/promoters of existing established events must pay a required payment equal to the contracted discount of the facility's rental fee. Failure to provide documented proof within 10 working days from the end of their event of the average number of San Angelo hotel rooms booked and used per night during the course of the event will result in the loss of the required payment

Organizers/promoters of new events can earn a 50-percent discount off the daily rental rates of Civic Events facilities by following the same procedure as existing events. New events must pay a required payment equivalent to the full rental rate. If ~~they- the~~ promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 200 San Angelo hotel rooms were booked and used during the course of the event, 50 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

If ~~they~~ promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 150 San Angelo hotel rooms were booked and used during the course of the event, 33 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

If ~~they~~ promoter provides documented proof within 10 working days from the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 100 San Angelo hotel rooms were booked and used during the course of the event, 25 percent of the required payment will be refunded to the organizer/promoter as part of the event's settlement agreement.

Deviations from this policy must be reviewed and approved by City Council with a recommendation from the ~~City's~~ Civic Events Advisory Board.

FACILITY USE FEE

A facility fee per ticket is charged on all tickets sold as shown on fee schedule.

Promoters may comp only 10% of the total amount of sold tickets. If a promoter comps more than 10% of the sold amount, the promoter must pay the Facility Use Fee on each ticket above the 10% threshold.

~~Non—profit organizations will pay a facility use fee of .50 cents/ticket, or .25 cents if they qualify as multiple date users.~~

GLASS CONTAINERS

Glass containers are prohibited in Civic Events facilities per city ordinance, with the exception of wine glasses, wine bottles and punch bowls in the Convention Center.

INSURANCE

The sponsor of an event is required to have commercial general liability insurance for bodily injury or death in the minimum amount of \$1,000,000 and property damage to rented premises in the minimum amount of \$100,000. Such coverage shall name the City of San Angelo as additional insured and provide for a waiver of subrogation of all claims in favor of the City. The insurance must be issued by a company licensed to do business in the State of Texas. Lessee must furnish proof of coverage to the Civic Events Manager or his designee at least ten (10) business days prior to the event. In the event Lessee wishes to purchase insurance through the City's Risk Manager, estimated payment of insurance is due/payable at the time the Public Facilities Agreement is signed.

INTERNAL USE POLICY

The use of Civic Events facilities by City departments and divisions is governed by the City's internal use policy, approved by the City Manager on August 18, 2009.

MULTIPLE USE

A client contracting for a minimum of ten (10) events in a calendar year (January – December) for use of the small meeting rooms (those other than the 12,000-square-foot large meeting room in the center of the facility) at the Convention Center will be granted a twenty-five percent (25%) discount per room, during weekday business hours, provided additional labor is not required or other costs are not imposed on the City. In the event additional labor is required or other costs are imposed, Lessee will pay such costs at the regular rates.

A client contracting for a minimum of four (4) public ticketed events at one time at the River Stage, Convention Center or Coliseum within a 12-month span will be deemed a multiple user. A rental rate of 50% off of the facilities rental rate will be applied to the fourth concert. The fourth concert must be held at either the River stage or the Coliseum. The discount will apply if one of the concerts is cancelled by circumstances beyond the promoter's control, including weather, an act of God, the unavailability of the venue because of a natural disaster or other emergency operation, or the health of the performer.

Multiple use for all other events is defined in the "facility use fee" policy.

NOVELTIES

The percentage of all after tax revenue from sale of novelties, or a flat fee for novelty sales negotiated prior to the event by the Civic Events Manager, is due and payable to Lessor immediately following the completion of sales or no later than the day of the event if a flat fee is negotiated. These novelty items include printed programs, souvenirs,

tapes, CDs, books, T-shirts and other items identified as a novelty by the Civic Events Manager. Exhibitors and vendors directly related to a convention or trade show are exempt from this policy.

OUTSIDE FOOD AND BEVERAGE

Unless approved by the Civic Events Manager, the public is prohibited from bringing food and beverages that are not purchased on site into the Coliseum, Convention Center, and River Stage during events at which concessions are offered for sale, excluding the San Angelo's Symphony's July 3 Pops Concert at the River Stage.

POST-EVENT BREAKDOWN – (OUTSIDE VENUES)

If Lessee chooses to pay for pickup of litter and/or removal of decorations at any outside venue, Lessee will pay the hourly staff rate. Should the breakdown require staff overtime, Lessee will be charged the resulting overtime rate.

RESTRICTIONS – (OUTSIDE VENUES)

FARMER'S MARKETS – No painting will be done in or around the Farmer's Market. Any violations of this policy will result in the Lessee's being billed at cost to return the venue to its prior condition.

PASEO GROUNDS – No painting will be done in or around the Paseo Grounds. No motor vehicles, with the exception of RV's, are allowed on the Paseo Grounds. Only golf cart-type vehicles and power-operated vehicles for handicapped individuals are allowed on the Grounds. Any exceptions require prior approval by the Civic Events Manager or the Manager's designee. Care must be taken with those exceptions to prevent damage to park infrastructure (i.e. irrigation systems and sprinkler heads). Tents may be staked on the Paseo grounds only at designated or approved locations.

Neither coals, grease, briquettes, charcoal nor any other remnant from a grill, fryer or other cooking appliance may be dumped on the Paseo grounds.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

PASEO PAVILIONS – No nails, tacks, pins or tape will be put in or on any structure. Decorations may be attached with strings or zip ties, provided they are not attached to fans and all strings and zip ties are removed after the event. No painting will be done in or around the Pavilions. No motor vehicles are allowed in the Pavilions. Only golf cart-type vehicles and power-operated vehicles for handicapped individuals are allowed in the Pavilions. Any exceptions require prior approval by the Civic Events Manager or the Manager's designee. Tents may not be staked in the pavers between the pavilions. Tents may not be anchored by trying to any fixture, including light poles, flagpoles, monuments or the pavilions. Tents may be anchored with water barrels.

Neither coals, grease, briquettes, charcoal nor any other remnant from a grill, fryer or other cooking appliance may be dumped in the Paseo pavilions.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

RIVER STAGE – No nails, tacks, pins or tape will be put in any wall. Decorations may be attached with strings and zip ties, provided all strings and zip ties are removed after the event. No painting will be done in or around the River Stage. Tents may be staked on the River Stage grounds only at designated or approved locations.

Any violations of this policy will result in the Lessee being billed at cost to return the venue to its prior condition.

SECURITY

Lessees and/or sponsors of an event must have Texas State certified police officers present, if required by the Civic Events Manager. This requirement, as well as the number of officers needed, will depend on the type of event (including activities), number of anticipated attendees at the event, whether or not alcohol will be consumed at the event, as well-as other factors.

If certified police officers are required for an event, at least one of the officers must be a City of San Angelo officer. If certified police officers other than City of San Angelo officers provide security at an event, the event sponsor must coordinate those officers and inform the Civic Events division that the officers have been secured for the event and provide a point of contact.

The San Angelo Police Department will work with the Civic Events Division to coordinate SAPD security officers for the event. SAPD is responsible for collecting payment from the lessee at the conclusion of the event. ~~SAPD is responsible for collecting payment from the lessee at the conclusion of the event.~~

All public ticketed events must provide private security for bags and guest checks.

Prohibited Items: alcohol, animals, bottles, cans, and beverage containers of any kind, costumes, firearms, flasks, inflatable objects, laser pointers, mace (pepper spray or tear gas), outside food or beverage, poles, sticks or rods of any kind, swords, video cameras (*only at public ticketed events)

Exceptions will be made for those with medical requirements and/or special needs.

All “Short-Term Public Facility Agreements” must abide by the prohibited items list.

SMOKING

City ordinance prohibits smoking in all indoor and outdoor venues and at the River Stage. Smoking is prohibited underneath the Paseo, Farmers Market, Indoor Arena and Pecan Creek Pavilion. Smoking is allowed in designated areas.

SPECIAL EVENTS

If an event that utilizes a Civic Events venue also makes use of other public properties, the organizers of that event must seek a Special Events permit and comply with the City’s Special Events policy.

It is the sole responsibility of clients leasing all facilities to obtain and pay for all necessary permits to meet the City of San Angelo’s requirements. These include but are not limited to street closure, health and sign permits.

STALLS – INDOOR ARENA

There are stalls available at the Indoor Arena. For the price per stall, see the Fee Schedule. The cost will be included in a Lessee’s final settlement. Temporary stalls in the arena are prohibited until all permanent stalls are rented and only if approved by the Civic Events Manager.

TENTS

Tents may be utilized at the Coliseum and Convention Center parking lots as long as the stake holes are filled and the lot is returned to the pre-tent condition at the conclusion of the event. Tents may be staked on the Paseo and River Stage grounds only at designated

or approved locations. Stake holes must be filled with dirt and the grounds returned to the pre-tent condition at the conclusion of the event.

TICKET VENDOR GUIDELINES

General

The City of San Angelo is requesting qualifications from vendors for facility ticketing services. All qualified vendors will be added to a non-exclusive, approved vendor list that promoters will be allowed to select from for ticketed events at City facilities.

Scope of Services

In order for a Qualification to be considered, the vendor must demonstrate a capacity to perform all of the services described below to provide ticket sales and services for public events. The qualified vendors will then be able to provide ticketing services for City events upon request.

When booking a ticketed event, promoters are allowed to pick a ticketing vendor who has the authority to sell tickets for events at our Civic Events Facilities. The ticketing vendor must meet the requirements below to be added to the vendor list.

1. The provider shall not be a third party ticket distributor or affiliate.
2. The provider shall staff events for Box Office sale the day of and during the event at no cost to the City of San Angelo ("City"). Provided staff cannot be a relation/family member of the promoter of the event.
3. The provider shall be able to provide the City with all equipment needed for day-of operations (ie. ticket scanners, etc.) for all public events for which tickets are sold. The City will provide one staff person to take tickets at no charge. Provider shall bear all costs of any additional staff needed to take tickets on the day of the event.
4. The provider shall be able to build the event with the promoter and City Civic Events staff based on the venue and design and print tickets. No tickets shall go on sale until the venue set up is approved in writing by the Civic Events Manager.
5. The provider shall be able to provide detailed reports with information on the amount of tickets sold, event revenue, and customer demographics to Civic Events at the conclusion of every event. The provider shall provide the Civic

Events Manager with full access into the backend system to track ticket sales and run reports on the events for revenue and customer demographics.

6. The provider shall be able to provide a “cash advance” on the day of the event for promoters, if requested. “Cash advance” must not be greater than what is owed to the City from the current tickets sold.
7. The provider shall be able to settle with the City Civic Events department after the box office is closed or at a time agreed upon in writing with the Civic Events Manager. The provider shall be able to settle with the City Civic Events department after the event, including facility fees, venue rental fees and any other agreed fees. At settlement the City will be paid by company check by the ticketing provider. If the total outstanding balance to the City is under \$1,000, then the promoter is allowed to write the check.
8. The provider shall provide a phone or online customer ticketing order and information service to answer any ticketing questions.
9. The provider shall provide at minimum one ticket outlet with all equipment necessary to ring up the ticket sales in real time.
10. The provider shall be able to provide refunds within 10 business days to the customers, if the event is cancelled.
11. The provider shall be able to handle all cash sales of public ticketed events. The City will not be involved with any cash dealings or purchasing of tickets.
12. The provider must provide the current insurance requirements to be operational at our facilities.

Commercial General Liability:

Minimum Limits:	\$1,000,000	Each Occurrence
	\$1,000,000	Personal and Advertising Injury
	\$2,000,000	General Aggregate
	\$1,000,000	Products/Completed Operations Aggregate
	\$100,000	Fire Damage

Business Auto Liability for any auto:

Minimum Limits:	\$1,000,000	Combined Single Limits
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Workers Compensation:

Minimum Limits:		WC EL Statutory Limits
Disease	\$500,000	each accident
Disease	\$500,000	each employee
	\$500,000	policy limit

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

Consider a resolution authorizing application for financial assistance from the Texas Water Development Board for water system improvements; expressing official intent to reimburse costs of said projects; and making certain findings in connection therewith (Presentation made by Finance Director Tina Dierschke)

Summary/History:

The City is pursuing further development of the Hickory groundwater source including well field development, transmission piping and treatment system.

This is the first step in seeking funding from the Texas Water Development Board (TWDB) to further the expansion of the Hickory well field. Initial (engineering) costs will be funded by the remaining funds in Fund 516 which accounts for the original project at the Hickory site. Any costs above what is available in that fund will be funded initially by ongoing capital funds, however, this resolution includes language that will allow the City to reimburse itself for those costs should funding be approved by the TWDB.

Financial Impact:

Potential funding source for the Hickory project. Impact on project funding will depend on performance in competition with other applicants and funds available. The City is seeking funding in the amount of \$66 million.

Other Information/Recommendation:

Staff recommends Council adoption of a resolution authorizing the City Manager or Water Utilities Director to request financial assistance in the Hickory Groundwater Development Project by the Texas Water Development Board.

Attachments:

1. 201A - Resolution Authorizing Application for Financial Assistance v1 201A - Resolution Authorizing Application for Financial Assistance v1.docx

Presentation:

Approvals/Reviews:

Tina Dierschke
Anthony Wilson
Theresa James
Becky Dunn
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Final Approval

RESOLUTION NO. 2019-04-_____

RESOLUTION AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD FOR WATER SYSTEM IMPROVEMENTS; EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF SAID PROJECTS; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

THE STATE OF TEXAS	§
COUNTY OF TOM GREEN	§
CITY OF SAN ANGELO	§

WHEREAS, the City of San Angelo, Texas (the “City”) hereby finds and determines that there is an urgent need for the construction of improvements to the City’s water system; and

WHEREAS, such capital improvements cannot be reasonably financed unless financial assistance is obtained from the Texas Water Development Board (the “TWDB”); and

WHEREAS, the City expects to pay expenditures in connection with the projects described in Section 1 hereof prior to the issuance of bonds or certificates of obligation (“Bonds”);

WHEREAS, this City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues Bonds;

WHEREAS, it is hereby officially found and determined: that public notice of the time, place, and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551.

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

1. That an application is hereby approved and authorized to be filed with the TWDB seeking financial assistance in an aggregate amount not to exceed \$66,000,000 for purposes of the planning, acquisition, design and/or construction of improvements to the City’s water system, including without limitation new wells, water lines, storage facilities, conveyance and pumping facilities, and radionuclide reduction treatment system.

2. That the Water Utilities Director and Director Finance of said City are each hereby designated the authorized representatives of the City for the purpose of furnishing such information and executing such documents as may be required in connection with the preparing and filing of such application for financial assistance and with complying with the rules of the TWDB.

3. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City before any hearing held by the TWDB on such application, to-wit:

Financial Advisor

Vince Viaille
Specialized Public Finance Inc.
4925 Greenville Avenue, Ste.
1350
Dallas, Texas 75206
Phone: (214) 373-3911
Fax: (214) 288-7898
Email: vince@spfmuni.com

Bond Counsel

Rodolfo Segura Jr
McCall, Parkhurst & Horton L.L.P.
717 N. Harwood, 9th Floor
Dallas, Texas 75201-6587
Phone: (214) 754-9268
Fax: (214) 754-9250
email: rsegura@mphlegal.com

Engineer

Keith Kindle, P.E.
Enprotec / Hibbs & Todd, Inc.
2901 Glen Rose Hwy, Ste 107
Granbury, Texas 76048
Phone: (817) 579-6791
Fax: (817) 579-8491
keith.kindle@e-ht.com

4. That all costs to be reimbursed pursuant hereto will be capital expenditures; the proposed Bonds shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Bonds will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

5. That this Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, this _____ day of April, 2019.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

[CITY SEAL]

Approved As to Form:

Approved As to Content:

Rodolfo Segura Jr
McCall, Parkhurst & Horton L.L.P.

Tina Dierschke, Finance Director
City of San Angelo, Texas

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 16, 2019

Item type: Regular Item

Caption:

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

Summary/History:

Sales Tax Revenue has performed as follows this fiscal year:

October - an increase of 1.98%

November - an increase of 13.63%

December - an increase of 21.88%

January - an increase of 4.94%

February - a decrease of 6.80%

March - an increase of 4.42%

April - an increase of 11.65%

Year to date, revenue is approximately \$800,903 more than budgeted.

Financial Impact:

Sales Tax revenue for fiscal year 2019 is over year-to-date budget by 7.59% and \$800,903 after April 2019 receipts.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------|-------------------------------|
| 1. | 7 April Sales Tax Update | 7 April Sales Tax Update.pptx |
|----|--------------------------|-------------------------------|

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke

Becky Dunn

Julia Antilley

Created/Initiated

Approved

Final Approval



City Council

April 16, 2019



Sales tax revenue

- Up 11.65% in April compared with same month in prior year
- Over budget for revenue by \$800,903 year to date





City Council

April 16, 2019

