



City Council Agenda 02/16/2016

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on February 16, 2016 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Prayer and Pledge

3. Proclamations/Recognitions

- a. "7th Annual West Texas Tattoo Convention Weekend" February 26th-28th, to be accepted by Alex Trufant co-owner of Trufant Brothers Tattoo
- b. "Tony and Gloria Cuellar" Owners of KQTC 99.5 for their efforts in community fundraising

4. Public Comment

Issues or items that are not on the agenda may be raised by the public at this time. Citizens should speak from the podium, begin by stating their name and limit remarks to less than five minutes. Council members may request that a discussed item be placed on a future agenda. The Council takes public comment on all Regular Agenda items during the discussion of those items.

5. Consent Agenda

- a. Consider approving the February 2, 2016 City Council regular meeting minutes (B.Kendrick)
- b. Consider adopting resolutions authorizing the adoption of Investment Policies for the City of San Angelo and Lake Nasworthy (T.Carriger)
- c. Consideration of authorizing the City Manager or his designee to execute a lease agreement and related documents with Ranger Aviation Enterprises, Inc. for property located at 8193 Hangar Road in the amount of \$5,687.24 per month at the San Angelo Regional Airport. (L.Elguetzabal)
- d. Consider adopting a resolution authorizing the San Angelo Police Department to apply for a grant in the amount of \$34,000 (no city match required) from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) (T.Vasquez)
- e. Consider adopting a resolution supporting the San Angelo Police Department Law Enforcement Training Academy (T.Vasquez)
- f. Approve an agreement with Mr. Wayne Nickell, d/b/a Concho Cruises for the operation of a cruise boat concession at Lake Nasworthy, Mary E. Lee Park and authorize the Mayor or City Manager to execute the agreement (C. White)

- g. Approve and ratify the City of San Angelo Development Corporation's approval of the negotiation and execution of a real estate sales contract for the sale of approximately 12 acres of land at the San Angelo Business & Industrial Park to Warren Real Estate Holdings, Inc. at a price of \$25,000 per acre (R.Peña)
- h. Approve and ratify the City of San Angelo Development Corporation's authorization of the negotiation and execution of an Economic Development Performance Agreement with the City of San Angelo and Ranger Aviation Enterprises, Inc., in an amount up to \$240,000 (R.Peña)
- i. Consider adopting a resolution authorizing the San Angelo Office of Emergency Management to apply to the Homeland Security Grants Division of the Governor's Office for a grant in the amount of \$16,000 (no city match required) to purchase 10 new laptop computers for the Emergency Operations Center (S.Mild)
- j. Consider declaring 1923 N. Chadbourne surplus property and disposing of said surplus property under published RFB RE-05-16 for the highest sealed bid, being \$36,100, submitted by Miguel Duran (C.Preas)
- k. Consideration of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the City and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property (C.Preas):

- 1. Parts of Lots 1, 2, 3 & 4, Block 3, Fair Park Addition, 4014 Coliseum Drive; Duran (\$1,800)

- l. Consider authorizing the City Manager to execute a Right-of-Way Easement to AEP Texas North Company (C.Preas)
- m. Consider authorizing the City Manager to execute a 30' non-exclusive Right-of-Way Easement, for the benefit of the City's tenant, to Concho Valley Electric Cooperative, Inc. (C.Preas)
- n. Consider adopting a resolution authorizing the City Manager, or designee, to execute a Temporary Nonexclusive Sidewalk Use License Agreement with Tom Green County to allow for encroachments into the public right-of-way adjacent to the north side of properties located at 109 and 113 West Beauregard Avenue (J. James)
- o. Consider adopting a Resolution authorizing the City Manager to execute a contract, in substantially the attached form, between the City of San Angelo and Brinkley Sargent Wiginton Architects for services related to the First Financial Bank Building in an amount not to exceed twenty thousand (20,000) dollars (M.Dane)
- p. Second reading and consider adopting an ordinance amending the 2015-2016 budget for capital projects (M. Chegwiddden)

6. Regular Agenda

- a. First public hearing and consideration of an Ordinance for a public right-of-way (alley) abandonment of a 6,125-square foot public right-of-way (alley) from Hudson Street to North Bryant Boulevard, between West 18th and West 19th Streets (Presentation by Planning & Development Services Director Jon James)

- b. Second reading and consider adopting an ordinance amending Chapter 4, Article 4.04, Section 4.04.061 to adopt the 2015 edition of the International Building Code - (Presentation by Building Official Al Torres)
- c. First public hearing and consider introducing an ordinance amending Appendix A Fee Schedule adding fees for the sale and related services for columbaria niches at Fairmount Cemetery - (Presentation by Parks & Recreation Director Carl White and Budget Manager, Morgan Chegwiddden)
- d. Report on the condition of the large pier at Lake Nasworthy located at Mary E. Lee Park and give direction to staff regarding its use and disposition - (Presentation by Parks & Recreation Director Carl White)
- e. Discuss and direct staff on proposed improvements and their funding at the Sculpture Garden and Sunken Garden Park -(Presentation by Parks & Recreation Director Carl White)
- f. First public hearing and consider introducing an ordinance amending Chapter 9, Article 9.02, Section 9.02.010 to allow for and enforce designated dog parks - (Presentation by Parks & Recreation Director Carl White)
- g. First public hearing and consider introducing an ordinance amending Article 2.07 Boards, Committees, and Commissions; Division 18. Animal Shelter Advisory Committee of Ordinances of the City of San Angelo by replacing Division 18 of Article 2.07 of the San Angelo Code of Ordinances with new terms and conditions to include clarifying the composition of committee membership to comply with state requirements - (Presentation by Neighborhood & Family Services Director Robert Salas)
- h. Consider adopting a resolution authorizing the Texas Coalition for Affordable Power, Inc (TCAP) to act as an agent for the City of San Angelo and negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; and committing to budget for energy purchases in 2018 through 2022 and to honor the city's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP (J.Antilley)
- i. Discussion and possible action regarding policies and/or ordinance related to registered sex offenders in the City of San Angelo - (Presentation by Police Chief Tim Vasquez)

7. Closed Session

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

- a. Section 551.072 deliberate the purchase, exchange, lease, or value of real property related to:
 - 1. Lease of 36 W. Twohig, commonly known as the Spur Parking Garage
 - 2. Joseph Fenner Survey No. 1, Abstract No. 4985

- b. Section 551.071(1)(a) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:

1. 2013 Sealcoating Program Contract;
2. Martifer-Hirschfeld Energy Systems, LLC ET. AL.
3. Templeton Construction, Inc.; and
4. SAP Hospitality, Inc. dba Knights Inn

8. Follow Up and Administrative Issues

- a. Consideration of and possible action on matters discussed in Executive/Closed Session, if needed
- b. Consideration of approving various Board nominations:
1. Civil Service Commission: Raul Lopez (nomination by City Manager) to a full term ending January 2019
 2. Parks and Recreation Advisory Board: Francis Jelensperger (SMD1) to a first full term ending December 2017
- c. Discussion and possible action related to:
1. Re-scheduling the March 15th Regular City Council Meeting
 2. Scheduling of the Strategic Planning Session
- d. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 10th of February 2016, at 6:30 p.m.

Bryan Kendrick, City Clerk

All agenda items are subject to action. All contracts/agreements are presented in substantially the attached form. The City Council reserves the right to consider business out of posted order and/or meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the City Clerk's Office at 325-657-4405.

City Council meetings are broadcast on Channel 17-Government Access at 10:30 A.M. and 7:00 P.M. every day for two weeks beginning on the Thursday after each meeting.

Proclamation

The Annual West Texas Tattoo Convention began in 2012 and has grown as an event each and every consecutive year.

This year, the hosts are excited to present to you the 7th Annual West Texas Tattoo Convention which will featuring several of the best tattoo artists from around the world, right here in San Angelo, Texas.

This year's convention will begin on Friday February 26th at 3 p.m., continuing 11 a.m. on both Saturday February 27th and Sunday February 28th

Now, Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim the weekend of February 26th-28th, 2016 as the

"7TH ANNUAL WEST TEXAS TATTOO CONVENTION WEEKEND"

and thank the hosts for their commitment to bring exciting and diverse events to the City of San Angelo.

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 February 2016.

Dwain Morrison
Mayor of the City of San Angelo

Recognition

At a ceremony on December 9th, 2015, Representative Drew Darby presented KQTC 99.5 FM radio with a Texas Flag flown at the Texas State Capitol Building in recognition of their service to the community.

KQTC 99.5 FM radio is owned by Tony & Gloria Cuellar. The Cuellars were recipients of that esteemed award by the Texas Legislature, coinciding with their one year anniversary in December of 2015.

The Cuellars and the Staff of KGTC 99.5 radio have spent countless hours in our community fundraising for various noble causes. In one example, the station was able to help in fundraising for a family in Eldorado whose son needed surgery.

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

***“KQTC 99.5 FM Radio Station”
and
“Tony & Gloria Cuellar”***

for their dedication and positive determination for making 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 February, 2016.

***Dwain Morrison
Mayor of the City of San Angelo***

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, February 2, 2016

Present:

Mayor Dwain Morrison
Mayor Pro tem Johnny Silvas, SMD 3
Council Member Rodney Fleming, SMD 1
Council Member Marty Self, SMD 2
Council Member Lucy Gonzales, SMD 4
Council Member Elizabeth Grindstaff, SMD 5
Council Member Charlotte Farmer, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 9:02 a.m. on February, 2, 2016, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Kasey Murphy, Associate Pastor with San Angelo First Assembly of God; and the pledges were led by John Marc Mota and Mathew Mota from San Angelo Catholic School, and the 8th Grade Glass from Trinity Lutheran School.

3. Proclamations/Recognitions

Central High School Student Joseph Cortese was recognized for being named to the Texas Music Educators Association's All State Choir.

Central High School Student Marcos Garcia was recognized for being named to the Texas Music Educators Association's All State Band.

4. Public Comment

Citizen Sanford Mouton expressed concern on the lack of restroom facilities at Martin Luther King Jr. Memorial Park.

Chuck Brown made comments about successes concerning the City's Storm Water management directly related to the Concho River.

Council Member Gonzales invited everyone to the upcoming SMD 4 Town Hall meeting at Holiman Elementary on Monday February 15th beginning at 6 p.m.

Council Member Grindstaff invited everyone to the upcoming SMD 5 Neighborhood Chat at Nacho's Restaurant on February 8th beginning at 6 p.m.

5. Consent Agenda

- a. Approval of the January 19, 2016 City Council regular meeting minutes
- b. Approval of awarding WU-01-16 Liquid Ferrous Chloride for treatment purposes at the Water Reclamation Facility to OFS (Oklahoma City, OK) in the amount of \$69,552, budgeted for purchase FY2016, and authorizing the City Manager or designee to execute any related documents

- c. Approval of authorizing the San Angelo Fire Department to participate in the 2016 Muscular Dystrophy Association (MDA) Fill the Boot Campaign
- d. Approval and ratification of the City of San Angelo Development Corporation's approval of authorizing staff to negotiate and the COSADC Board President to execute an Economic Development Performance Agreement with the San Angelo Performing Arts Coalition and the City of San Angelo in an amount up to \$1,500,000 for the expansion of the City Auditorium with an annex, in substantially the same form as the attached
- e. *This item was pulled for separate discussion.*
- f. Approval of awarding "Rec-01-16" Food Products for the Senior Services Nutrition Program to Sysco West Texas from Lubbock, TX, in the amount of \$74,644 , and authorizing the Mayor or City Manager to execute any necessary related documents
- g. Approval of terminating a Recreational and Agricultural Lease Agreement of approximately 11.5 acres for failure to pay annual rent
- h. Approval of adopting the following resolutions:
 - 1. a resolution (English/Spanish) calling and ordering the General Election for May 7, 2016
 - 2. a resolution authorizing the City Manager to execute an Interlocal Agreement for Joint Election providing for holding of a joint election to be administered by Tom Green County Election Administration
- i. Second reading and Approval of adopting an ordinance amending Chapter 2"Administration and Personnel", Section 2.01.002 "Corporate seal" of the Code of Ordinances, by substituting a design; and, providing for an effective date
- j. Second reading and Approval of adopting an ordinance amending the 2015-2016 budget for capital projects

Motion: Council Member Farmer made a motion, seconded by Council Member Silvas, to approve the Consent Agenda, as presented with the exception of Item 5e. The motion carried unanimously seven (7) ayes to zero (0) nays.

Item 5e Postponement of considering adopting a resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the city to enter into a contract for electricity; authorizing Daniel Valenzuela or Michael Dane or Tina Carriger or Julia Antilley to execute an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the city's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP.

Purchasing Manager Julia Antilley spoke about the considerations related to this type of contract for the City.

Consensus of the City Council was to postpone this item until the next City Council Meeting.

6. Regular Agenda

- a. Presentation of report from the Chamber of Commerce Economic Development Council and the Convention & Visitors Bureau (CVB)

A presentation was made by CVB Vice President Pamela Miller and Chamber Vice President for Economic Development Michael Looney. *A copy of the report is part of the permanent supplemental record.*

No action was taken on this item.

- b. First public hearing and consider introducing an ordinance amending Chapter 4, Article 4.04, Section 4.04.061 to adopt the 2015 edition of the International Building Code

A presentation was made by Building Official Al Torres. *A copy of the report is part of the permanent supplemental record.*

Council Member Grindstaff expressed concern regarding processes which may slow development approvals

Responding to a concern from Citizen Gary Cortese, Mr. Torres clarified that only a change in occupancy would require an owner to bring an older building up to modern building codes.

Motion: Council Member Farmer made a motion, seconded by Council Member Silvas, to approve the ordinance, as presented. The motion carried six (6) ayes to one (1) nay with Council Member Grindstaff casting the dissenting vote.

Recess: Mayor Morrison called a recess at 10:31 a.m.

Reconvene: At 10:47 a.m. the meeting was reconvened.

- c. Update and discussion related to the Red Arroyo Trails and Dog Park Project

A presentation was made by City Engineer Russell Pehl. *A copy of the report is part of the permanent supplemental record.*

No action was taken on this item.

- d. An appeal of a denial by the Planning Commission in regard to a Conditional Use to allow for Alcoholic Beverage Sales for On-Premises Consumption in the General Commercial / Heavy Commercial (CG/CH) Zoning District for property located at 1218 Martin Luther King Drive and 225 West 13th Street

A presentation was made by Planning & Development Services Director Jon James. *A copy of the report is part of the permanent supplemental record.*

Several citizens spoke in support of denial of the appeal.

The applicant and the property owner spoke in favor of the appeal.

Motion: Council Member Self made a motion, seconded by Council Member Farmer, to deny the appeal, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

- e. Presentation and discussion regarding improvements made to the City's development review process in 2015

A presentation was made by Planning & Development Services Director Jon James. *A copy of the report is part of the permanent supplemental record.*

No action was taken for this item.

7. Closed Session

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

- a. Section 551.071(1)(a) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
 - 1. 2013 Sealcoating Program Contract;
 - 2. Martifer-Hirschfeld Energy Systems, LLC ET. AL.
 - 3. Templeton Construction, Inc.; and
 - 4. SAP Hospitality, Inc. dba Knights Inn

Council Member Silvas left the meeting at 12:57 p.m.

6. Regular Agenda - Continued

- f. Consider approving a contract with McCreary, Veselka, Bragg and Allen, LLC (MVBA) of Roundrock, Texas for collection purposes in the amount of 20% of the collection balance and authorizing City Manager to negotiate and execute all related documents

A presentation was made by Water Utilities Assistant Director Allison Strube. A copy of the report is part of the permanent supplemental record.

Judge Gilbert spoke in support of MVBA's history as a vendor with the Municipal Court.

Motion: Council Member Farmer made a motion, seconded by Council Member Gonzales, to approve the contract, as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

- g. Update and consider a resolution authorizing San Angelo Girls Fast Pitch Association (SAGFA) to utilize Texas Bank Sports Complex for the West Texas All Star Tournament July 13-17, 2016. Allowing COSA staff to assist with field maintenance for the tournament

A presentation was made by Recreation Manager Brent Casey. A copy of the report is part of the permanent supplemental record.

Motion: Council Member Farmer made a motion, seconded by Council Member Grindstaff, to adopt the resolution, providing SAGFA make a good faith effort to obtain funds through other resources instead of in-kind services from the City. The motion carried unanimously six (6) ayes to zero (0) nays.

Council Member Farmer left the meeting at 1:39 p.m.

- h. First public hearing and introduction of an ordinance amending the 2015-2016 budget for capital projects

A presentation was made by Budget Manager Morgan Chegwiddden. A copy of the report is part of the permanent supplemental record.

Motion: Council Member Grindstaff made a motion, seconded by Mayor Morrison, to approve the introduction of the ordinance, as presented. The motion carried unanimously five (5) ayes to zero (0) nays.

Council Member Farmer returned to the meeting at 1:41 p.m.

- i. Postponement of considering approval to negotiate a contract with Alan Plummer Associates, Inc. and Enprotec / Hibbs & Todd, Inc. for the Direct Potable Reuse Project

A presentation was made by Water Utilities Director Bill Riley. *A copy of the report is part of the permanent supplemental record.*

Water Advisory Board Members Chuck Brown and Kendall Hirschfeld expressed concern about moving forward with this project at this time.

Stephen Brown spoke in support of more discussion and research related to this project.

Consensus of City Council was to postpone this item to a future meeting.

- j. Discussion and possible action related to moving the scheduled starting time for Regular City Council Meetings from 9:00 a.m. to 8:30 a.m.

Motion: Council Member Fleming made a motion, seconded by Council Member Grindstaff, to change the starting time for future Council Meetings to 8:30 a.m., as presented. The motion carried five (5) ayes to one (1) nay with Council Member Farmer casting the dissenting vote.

8. Follow Up and Administrative Issues

- a. Consideration of and possible action on matters discussed in Executive/Closed Session, if needed.

No action was taken on this item.

- b. Announcements and consideration of Future Agenda Items

Council Member Grindstaff expressed concern over possible inconsistency in policy related to locations of park restrooms

Council Member Farmer expressed concern over trash related issues in the southwest portion of town.

City Manager Daniel Valenzuela spoke about an upcoming Strategic Planning Session.

City Clerk Bryan Kendrick spoke about the need to move the second meeting in May back one day to May 18th, in order to follow canvassing requirements.

9. Adjournment

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

There being no further business, the meeting was adjourned at 2:51 p.m.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Marlin Dale Hahn, Cash/Debt Analyst, Accounting, 325-481-2649

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consider adopting resolutions authorizing the adoption of Investment Policies for the City of San Angelo and Lake Nasworthy (T.Carriger)

Summary/History:

The Public Funds Investment Act requires that a city's investment policy be reviewed annually. The Act also requires that the governing body (Council) take action (documented in the minutes) on the policies yearly.

Both 2014 policies were previously adopted on February 3, 2015. Adopting the two 2015 policies will keep the City in compliance with the Public Funds Investment Act which requires the City to review and adopt new policies yearly.

Financial Impact:

Depending upon the market and the size of the City's portfolio, investment income has been as high as 1 million dollars per year.

Other Information/Recommendation:

Staff recommends approval and adoption of policies.

Attachments:

- | | | |
|----|---------------------------------------|--|
| 1. | Cosa Investment Policy Resolution | 16-088_AC_2015_COSA_INV_POLICY_RESOLUTION_FINAL 12 10 15 (1).pdf |
| 2. | COSA 2015 Investment Policy | 16-088_AC_2015_COSA_INVESTMENT_POLICY_FINAL 12 10 15.pdf |
| 3. | Lake Nasworthy Inv Policy Resolution | 16-088_AC_2015_LAKE NASWORTHY_INVESTMENT_POLICY_RESOLUTION_FINAL.pdf |
| 4. | Lake Nasworthy 2015 Investment Policy | 16-088_AC_2015_LAKE_NASWORTHY_INVESTMENT_POLICY_FINAL 12 10 15.pdf |

Presentation:

none

Approvals/Reviews:

Hahn, Marlin Dale	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

**A RESOLUTION OF THE SAN ANGELO CITY COUNCIL
AUTHORIZING THE ADOPTION OF CITY OF SAN ANGELO, TEXAS
INVESTMENT POLICY AND INVESTMENT STRATEGY 2015**

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act [Section 2256.005(a)] requires the City to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act [Section 2256.005(e)], requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, City Council has reviewed and adopts the City of San Angelo, Texas Investment Policy 2015, including amendments to the sections as follows:

<u>Section</u>	<u>Change</u>
Six	Changing the title of the investment officer handling daily treasury functions from Operations Manager to Cash and Debt Analyst
Seven	Changing the number of hours of investment officer training after The initial 10 hours from 10 to 8 hours every 2 years.

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

That, the City has complied with the requirements of the Public Funds Investment Act, and the City of San Angelo, Texas Investment Policy 2015, attached hereto as Exhibit "A", is hereby adopted, effective immediately.

PASSED, APPROVED and ADOPTED on this the ____ day of _____, 2016.

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

Tina Carriger, Finance Director

APPROVED AS TO FORM:

Theresa James, City Attorney

EXHIBIT “A”

CITY OF SAN ANGELO, TEXAS

INVESTMENT POLICY

2015

It is the policy of the City of San Angelo (“City”) to invest public funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the daily cash flow demands of City and conforming to all State and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the “Act”), Texas Government Code 2256, which requires the creation and annual adoption of a written investment policy (the “Policy”) and its addendums. The City Council shall review and adopt, no less than annually, the Policy and its incorporated strategies. Any changes to the Policy will be detailed in the adopting resolution.

Section One: Scope

This Policy applies to all the financial assets of City, except funds of Lake Nasworthy. The funds are accounted for in City's Comprehensive Annual Financial Report and include:

- Operating Funds
- Debt Service Funds
- Bond, Capital and Special Project Funds
- Reserve Funds
- Non-expendable Trust Funds

Section Two: Investment Objectives and Standard of Care

The objectives of City's investment program shall be, in order of priority, safety, liquidity and yield. Safety of principal shall be the foremost objective of City's investment program. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities, defaults or erosion of market value. The portfolio (“Portfolio”) shall be managed with the objective of obtaining a reasonable market yield.

The standard of prudence to be used by Investment Officers shall be the *prudent person standard* and shall be applied in the context of managing the overall Portfolio. Investments shall be made with judgment and care under circumstances then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his/her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived. Investments shall not be made for speculative purposes.

Investment Officers acting in accordance with written procedures and the Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit or market risk, provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Section Three: Investment Strategy

City funds shall be commingled for investment purposes recognizing the cash flow needs of the individual funds which make up the Portfolio. The total Portfolio will maintain a maximum weighted average maturity of one (1) year which is based on the cash flow analysis and cash requirements of City.

City's investment Portfolio shall be diversified for safety and shall consist of a variety of securities and maturities which may include any or all of the authorized investments listed in Section Four, Authorized Investments, of this Policy. In order to meet Policy objective, securities will be of the highest credit quality and marketability. The Portfolio's objectives can be attained by utilization of high credit quality securities and a modified ladder structure in the short-term area to match known liabilities.

(1) Operating Funds - Operating funds assure that anticipated cash flows are matched for adequate liquidity on major payment obligations such as payroll.

(2) Debt Service Funds - Debt service funds must cover the upcoming debt service obligations on the required payment dates.

(3) Bond, Capital and Special Project Funds - Bond proceeds and special project funds are used for anticipated liabilities on the projects.

(4) Reserve Funds - Reserve funds provide liquidity for fund obligations and generate a dependable revenue stream from securities.

(5) Non-expendable Trust Funds - Non-expendable trust funds generate dependable revenue streams for their designated uses.

It is City's intent to hold purchased securities to maturity investing in such a manner as to insure both the safety and liquidity of such transactions. However, under conditions defined and procedures approved by the Oversight Committee, securities may be sold or "swapped" before maturity to capture capital gains and allow for reinvestment into the Portfolio. Securities purchased specifically for non-expendable trust funds shall be valued continuously and may be sold prior to the stated maturity date in order to capture capital gains.

City's Investment Officers, or designated Investment Advisors, will evaluate City's cash position daily to determine the amount of funds available for investment and to project the term for such investments and will then decide on placement of the investment based on fund type and

market conditions, fund cash flow, the offering yield for eligible investment and diversity in the Portfolio.

Section Four: Authorized Investments

City shall invest only in those instruments authorized by laws of the State of Texas [Texas Government Code 2256, Public Funds Investment Act (the "Act")] as further defined by this policy. Insofar as they meet this requirement, City may invest in the following:

(1) Depository certificates of deposit issued by state and national banks doing business in Texas that do not exceed one (1) year to maturity from date of issue, and :

- a. are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor: or
- b. are collateralized at one hundred two percent (102%) by obligations of the United States or its agencies and instrumentalities (excluding letters of credit) or direct obligations of any state, its subdivisions, or its agencies which have been rated as to investment quality by a nationally recognized investment rating firm and have received a rating of not less than "A" or the equivalent.

(2) Obligations of the United States Government, its agencies and instrumentalities not to exceed three (3) years to their stated maturity date.

(3) Fully collateralized repurchase agreements having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at one hundred two percent (102%), executed under a written Master Repurchase Agreement, with securities safe-kept with a third party selected or approved by City, and placed through a bank doing business in Texas or a primary government securities dealer as defined by the Federal Reserve. Flex repurchase agreements used for bond funds or special project funds may have a stated termination date not to exceed the estimated completion date of the project(s).

(4) Constant dollar, local government investment pools as defined by the Act, which are rated as to investment quality by a nationally recognized credit rating agency and have received a rating of not less than "AAA" or its equivalent. Investment in each pool must be specifically authorized by Resolution of the City Council.

(5) AAA-rated, SEC registered money market mutual funds striving to maintain a one dollar (\$1) net asset value.

(6) General obligation bonds of states, agencies, counties, cities and other political subdivisions of any state rated "A" or better or its equivalent by two nationally recognized rating agencies and with a stated maturity not to exceed two (2) years.

(7) FDIC insured brokered certificate of deposit securities from banks in any US state, delivered

versus payment to City's safekeeping depository, not to exceed one (1) year to maturity. Before purchase, the Investment Officer or Investment Advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured or collateralized, interest bearing accounts of any bank doing business in Texas.

In order to provide diversification in the Portfolio which reduces market and credit risk exposures the following diversification parameters are established for the Portfolio. Diversification parameters must be met at the time of purchase, although cash flows may change the percentages over time. Efforts will be made to maintain the diversification guidelines through cyclical cash flow periods.

<u>Security Type</u>	<u>Max. % in Overall Portfolio</u>
CDs	40%
Per bank	10 %
US Treasuries	80%
US Agencies & Instrumentalities	80%
Repurchase Agreements	50%
Flex for bond funds	100%
Constant Dollar LGIP	80%
Ownership of the pool	10%
Money Market Mutual Funds	75%
Municipal and State Obligations	40%
Issuer limitation	5%
FDIC Brokered CDs	20%

Delivery versus Payment

All security transactions (with the exception of pool or fund participation) by City shall be purchased "delivery versus payment". That is, City shall authorize release of its *funds* only after a purchased security has been received by its safekeeping agent or after City has received notification from its safekeeping agent that a purchased security has been received in City's safekeeping account.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from three (3) City authorized broker/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made from City authorized broker/dealers.

Loss of Rating

City is not required to liquidate investments that were authorized investments at the time of purchase. (2256.017) However, should a security that requires a minimum rating under State law not have that required rating, the Investment Officer shall take all prudent measures to liquidate the security. (2256.021)

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Investment Advisor shall immediately liquidate any brokered CD which places City above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or Advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the Portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or Investment Advisor shall notify the Finance Director and City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating.

Section Five: Collateral and Safekeeping

Time and Demand Bank Deposits Pledged Collateral

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to City for these deposits shall be held by an independent third party institution outside the holding company of the pledging bank.

In order to anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at one hundred two percent (102%) of total principal and accrued interest. The depository will be responsible for monitoring and maintaining the collateral and margins at all times. The custodian will provide monthly reports to City detailing the collateral.

Collateral will be pledged under the terms of a written depository agreement addressing acceptance, substitution and valuation of collateral, executed under the terms of FIRREA¹. (If the custodian is the Federal Reserve, City will execute as an alternate, a FRBP Pledgee Agreement of Operating Circular No. 7 form.) The agreement shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only obligations of the U.S. Government, its agencies and instrumentalities, including mortgage backed securities passing the bank test, municipal securities rated "A" or better by two nationally recognized rating agencies and letters of credit. A monthly report of collateral will be provided directly from the custodian.

¹ The Financial Institutions Resource and Recovery Enforcement Act (FIRREA) governs the deliberations of the FDIC in the case of default or bankruptcy of the bank.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by City. It will be held by an independent third party safekeeping agent approved by City under an executed SIFMA² Master Repurchase Agreement. Collateral with a market value totaling one hundred two percent (102%) of the principal and accrued interest is required and the counter-party is responsible for the monitoring and maintaining of collateral and margins at all times.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third party financial institution approved by City.

Securities shall not be bought from the banking services bank in order to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the Investment Officers and an agreement of the terms executed in writing. The third party custodian shall be required to issue original safekeeping receipts to City listing each specific security, rate, description, maturity, cusip, and other pertinent information. Each safekeeping receipt shall be clearly marked that the security is held for City.

Section Six: Investment Officer Designation

The City Council hereby designates the Finance Director, or his designated representative, and the Finance Department position handling the daily treasury functions (currently the Cash and Debt Analyst), as duly authorized Investment Officers of City and grants to them the authority to invest City funds as outlined herein. City may further contract with a registered investment advisor to advise in the management of City's Portfolio. No person may engage in an investment transaction except as provided under the terms of this Policy and supporting procedures. Any disbursement of City funds for the purchase of investment instruments must bear the signature of two Investment Officers.

The Investment Officers will establish written procedures for the operation of the investment program consistent with this Investment Policy.

Officers, employees and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the City Council. If the relationship falls within the second degree of blood or marriage disclosure should also be sent to the Texas Ethics Commission.

²Security Industry and Financial Markets Association, formerly the Bond Market Association.
Investment Policy 2015
City of San Angelo

Section Seven: Training

All City officials designated herein as Investment Officers and their designated representatives within the parameters of this Policy shall attend ten (10) hours of training within twelve (12) months of taking the position and eight (8) hours in each succeeding two (2) year fiscal period (beginning on the first day of the fiscal year) relating to investment responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider must be an independent source approved by the Investment Oversight Committee. A list of approved training sources is attached as Addendum A.

Section Eight: Investment Activity Reporting

Reporting for investments will be made in accordance with State law. (Chapter 2256.023) Reports of investments should be prepared and presented at least quarterly to the City Council and City Manager and should reflect the cost, term, yield, market value, purchase date, maturity date, description and cusip number for each investment. Market values shall be obtained at least monthly from the trust department of City's depository bank or other independent source as approved by the Investment Oversight Committee.

On a quarterly basis, the Investment Officer or his designee shall prepare a series of detailed and management level signed investment reports in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with generally accepted accounting principles;
- 5) The change in market value, and
- 6) Compliance with the Act and this Policy.

Prices for the valuation of securities' market value shall be obtained from an independent source.

Section Nine: Investment Oversight Committee

The City Council shall appoint an Investment Oversight Committee (the "Committee") to review City's investment Portfolio with the Finance Director and City Manager, or his designee, at least quarterly and to then report to the City Council. The Committee shall be comprised of two (2) City Council members, two (2) citizens with experience as investment advisors or analysts, City's independent auditor (as a non-voting member), the City Manager or his designee, and City's Finance Director. The duties of the Committee shall include:

- 1) Review of the quarterly report submitted by the Investment Officers of City,
- 2) Review and adoption of a list of authorized qualified brokers and counter-parties that have provided the required certification and are authorized to engage in investment

- transactions with City,
- 3) Review of the list of authorized brokers at least annually, and
 - 4) Approval of the independent training provider as required in this Policy (Addendum A).

The Committee shall have the authority, subject to City Council review, to make such rules as deemed necessary for the orderly operation of the Committee. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

Section Ten: Audit

City's independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable State statutes. (Chapter 2256.023). The review shall be conducted annually and the results of the review shall be reported to the City Council. In addition, in conjunction with the annual audit, City shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the oversight Committee. [Chapter 2256.005(m)].

Section Eleven: Authorized Financial Institutions and Broker/Dealers

The Investment Officer will maintain a list of financial institutions and broker/dealers authorized to do business with City. These firms will be selected according to credit-worthiness and service. Brokers may include "primary dealers" or "regional dealers" that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All broker/dealers must provide the Investment Officer with:

- Proof of Financial Industry Regulatory Authority (FINRA) registration,
- Proof of registration with the Texas State Securities Commission,
- Completed City questionnaire, and
- Certification of having read City's Investment Policy.

In accordance with the Act [Chapter 2256.005(k)] a copy of City's Investment Policy shall be presented to any firm offering to engage in an investment transaction with City. The firm must execute a written certificate in a form acceptable to City that they have (1) reviewed the Investment Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between City and the firm which are not authorized by the Policy.

The City Council or the Investment Oversight Committee will at least annually review, revise and adopt a list of authorized brokers authorized to engage in investment transactions. The list of authorized counter-parties is shown as Addendum B of this Policy and approved with adoption of this Policy.

Section Twelve: Policy Adoption and Revisions

The City Council will review the Policy not less than annually and adopt a resolution stating that

the Policy and incorporated strategies have been reviewed and including all changes to the Policy. This Policy may be amended only by action of the City Council.

The City Manager and Oversight Committee are authorized to recommend revisions to the Policy to the City Council whenever such revisions are necessary and prudent due to changes in State Law, the needs of City, or the economy and market opportunities. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

ADOPTED on this the _____ day of _____, 2016.

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content:

Tina Bunnell, Finance Director

Approved as to Form:

Theresa James, City Attorney

ADDENDUM A

By adoption of this Investment Policy, the following associations and organizations are approved for Investment Officer training.

- Texas Municipal League
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas

ADDENDUM B

Broker/Dealer List

The authorized list for City is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy. In accordance with the Public Funds Investment Act (TX Gov't Code 2256.005(k)) before any broker/dealer transacts business with City it will have had to certify in writing to a review of the Policy and have certified that procedures are in place to assure compliance with that Policy.

City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council or Investment Oversight Committee established by the Council. A standardized City certification form is used for certification purposes. City's Investment Advisor, Patterson & Associates, maintains the brokerage compliance files for City.

When any material changes are made to the Investment Policy the new Policy is sent out for re-certification.

The broker/dealers certified by City are:

- Bank of America/Merrill Lynch
- Cantor Fitzgerald
- Morgan Stanley
- G.X. Clarke & Co.
- Mizuho Securities
- Raymond James
- Mutual Securities
- Stifel Nicolaus
- Vining Sparks
- Wells Fargo

**A RESOLUTION OF THE SAN ANGELO CITY COUNCIL
AUTHORIZING THE ADOPTION OF THE LAKE NASWORTHY
INVESTMENT POLICY AND INVESTMENT STRATEGY FOR 2015**

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act [Section 2256.005(a)] requires the City to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act [Section 2256.005(e)], requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, City Council has reviewed and adopts the City of San Angelo, Texas Lake Nasworthy Investment Policy 2015, making the following changes:

<u>Section</u>	<u>Change</u>
Six	Changing the title of the investment officer handling daily treasury functions from Operations Manager to Cash and Debt Analyst
Seven	Changing the number of hours of investment officer training after the initial 10 hours from 10 to 8 hours every 2 years.

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

That the City has complied with the requirements of the Public Funds Investment Act and the Lake Nasworthy – San Angelo, Texas Investment Policy 2015, attached hereto as Exhibit “A”, is hereby adopted, effective immediately.

PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2016.

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

Tina Carriger, Finance Director

APPROVED AS TO FORM:

Theresa James, City Attorney

EXHIBIT “A”

LAKE NASWORTHY - SAN ANGELO, TEXAS **INVESTMENT POLICY** **2015**

It is the policy of the City of San Angelo (“City”) to invest public funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the objectives of City and conforming to all State and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the “Act”), Texas Government Code 2256 which requires the creation and annual adoption of a written investment policy (the “Policy”). The City Council shall no less than annually review and adopt the Policy and its incorporated strategies. Any changes to the Policy will be detailed in the adopting resolution.

Section One: Scope

The Policy applies solely to the financial assets applied to the maintenance and support of Lake Nasworthy, San Angelo, Texas.

Section Two: Investment Objectives and Standard of Care

The objective of the Lake Nasworthy portfolio (“Portfolio”) is to produce a revenue stream which can be used in the maintenance of the Lake Nasworthy area. The principal is not intended to be used for operational purposes.

The objectives of this Policy shall be, in order of priority, safety, liquidity, diversification, and yield. Safety of principal shall be the foremost objective of City’s investment program. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they be from market, credit or collateral risk. Investments shall not be made for speculative purposes. The Portfolio shall be managed with the objective of obtaining a reasonable market yield in keeping with the capital appreciation and cash flow requirements of the fund.

The standard of prudence to be used by Investment Officers shall be the prudent person standard and shall be applied in the context of managing the overall Portfolio. The standard states: Investments shall be made with judgement and care under circumstance then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his or her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived.

Investment Officers acting in accordance with written procedures and the Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit or market

risk, provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Section Three: Investment Strategy

The investment strategy for the Portfolio will focus on utilization of high credit quality, intermediate term securities which will generate a reasonable stream of income for the ongoing maintenance of the Lake. The principal of the fund is not expected to be used for any ongoing expenditures. The investment strategy is designed to generate a revenue stream and a low degree of volatility and market risk. Securities will be of a high quality, with short to intermediate term maturities chosen to hold their market value. The Portfolio will use a range of maturities dependent on market conditions.

City, or its designated Investment Advisors, will evaluate cash flow needs and the Portfolio's position on a regular basis to determine ongoing market strategy. Market conditions and interest rate forecasts will determine Portfolio structure. Securities may be sold or "swapped" before maturity to capture capital gains and allow for reinvestment into the Portfolio.

The Portfolio will maintain a maximum weighted average maturity (WAM) of three (3) years and the maximum expected or stated maturity in the fund will be ten (10) years for any individual security. The benchmark for risk and performance of the Portfolio will be the three year Treasury Note for the comparable period in accordance with the anticipated WAM.

Section Four: Authorized Investments

City shall invest only in those instruments authorized by law of the State of Texas [Texas Government Code 2256, Public Funds Investment Act (the "Act")]. Insofar as they meet this requirement, City may invest in the following:

(1) Depository Certificates of Deposit issued by state and national banks doing business in Texas that do not exceed two (2) years to maturity from date of issue, and :

- a. are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor: or
- b. are collateralized at one hundred two percent (102%) by obligations of the United States or its agencies and instrumentalities or direct obligations of the State of Texas, its subdivisions, or its agencies which have been rated as to investment quality by a nationally recognized investment rating firm and have received a rating of not less than "A" or the equivalent.

(2) Obligations of the United States Government, its agencies and instrumentalities not to exceed ten (10) years to their stated maturity date, to include mortgaged backed securities passing the bank test;

(3) Fully collateralized repurchase agreements including reverse repurchase agreements, having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at one hundred two percent (102%),

executed under a written Bond Market Association Master Repurchase Agreement, safe-kept with a third party selected or approved by City, and placed through a bank doing business in Texas or a primary government securities dealer as defined by the Federal Reserve. Flex repurchase agreements used for bond funds or special project funds may have a stated termination date not to exceed the estimated completion date of the project(s).

(4) Constant dollar, local government investment pools as defined by the Act, as amended, which are rated as to investment quality by a nationally recognized credit rating agency and have received a rating of not less than "AAA" or its equivalent. Investment in each pool must be specifically authorized by Resolution of the City Council.

(5) AAA-rated, SEC registered money market mutual funds which strive to maintain a one dollar (\$1) net asset value.

(6) General debt obligation bonds of states, agencies, counties, cities and other political subdivisions of any state rated "A" or better or its equivalent by two nationally recognized rating agencies and with a stated maturity not to exceed two (2) years.

(7) FDIC insured *brokered* certificate of deposit securities from banks in any US state, delivered versus payment to City's safekeeping depository, not to exceed one (1) year to maturity. Before purchase, the Investment Officer or Advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured or collateralized, interest bearing accounts of any bank doing business in Texas.

Diversification

The Fund will strive for diversification in the Portfolio by market sector and maturity to reduce market and credit risk exposures.

Delivery versus Payment

All security transactions (with the exception of pool or fund participation) by City shall be purchased "delivery versus payment". That is, City shall authorize release of its *funds* only after a purchased security has been received by its safekeeping agent or after City has received notification from its safekeeping agent that a purchased security has been received in City's safekeeping account.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from three (3) City authorized broker/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made from City authorized broker/dealers.

Loss of Rating

City is not required to liquidate investments that were authorized investments at the time of

purchase. (2256.017) However, should a security that requires a minimum rating under State law not have that required rating, the Investment Officer shall take all prudent measures to liquidate the security. (2256.021)

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Advisor shall immediately liquidate any brokered CD which places City above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the Portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or Investment Advisor shall notify the Finance Director and City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating.

Time and Demand Bank Deposits Pledged Collateral

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to City for these deposits shall be held by an independent third party institution outside the holding company of the pledging bank.

In order to anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at one hundred two percent (102%) of total principal and accrued interest. The depository will be responsible for monitoring and maintaining the collateral and margins at all times. The custodian will provide monthly reports to City detailing the collateral.

Collateral will be pledged under the terms of a written depository agreement addressing acceptance, substitution and valuation of collateral, executed under the terms of FIRREA¹. (If the custodian is the Federal Reserve, City will execute the Pledgee Agreement of Circular 7 form.) The agreement shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only obligations of the U.S. Government, its agencies and instrumentalities, including mortgage backed securities passing the bank test, municipal securities rated "A" or better by two nationally recognized rating agencies and letters of credit. A monthly report of collateral will be provided directly from the custodian.

¹ The Financial Institutions Resource and Recovery Enforcement Act governs the deliberations of the FDIC in the case of default or bankruptcy of the bank.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by City. It will be held by an independent third party safekeeping agent approved by City under an executed Bond Market Master Repurchase Agreement. Collateral with a market value totaling one hundred two percent (102%) of the principal and accrued interest is required and the counter-party is responsible for the monitoring and maintaining of collateral and margins at all times.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third party financial institution approved by City.

Securities shall not be bought from the banking services bank in order to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the Investment Officers and an agreement of the terms executed in writing. The third party custodian shall be required to issue original safekeeping receipts to City listing each specific security, rate, description, maturity, cusip, and other pertinent information. Each safekeeping receipt shall be clearly marked that the security is held for City.

Section Five: Investment Officer Designation

The City Council has designated the Finance Director, or his designated representative, and the Finance Department position handling the daily treasury functions (currently the Cash and Debt Analyst), as duly authorized Investment Officers of City and grants to them the authority to invest Lake Nasworthy funds as outlined herein. City may further contract with a registered Investment Advisor to advise in the management of the Portfolio.

No person may engage in an investment transaction except as provided under the terms of this Policy and supporting procedures. Any disbursement of City funds for the purchase of investment instruments must bear the signature of two Investment Officers.

The Investment Officers will establish written procedures for the operation of the investment program consistent with this Policy.

Officers, employees and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the City Council. If the relationship falls within the second degree of blood or marriage, disclosure should also be sent to the Texas Ethics Commission.

Section Six: Training

All City officials designated herein as Investment Officers and their designated representatives

within the parameters of this Policy shall attend ten (10) hours of training within twelve (12) months of taking the position and eight (8) hours in each succeeding two (2) fiscal year period (beginning on the first day of the fiscal year) relating to investment responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider must be an independent source approved by the Investment Oversight Committee. A list of approved training sources is attached as Addendum A.

Section Seven: Investment Activity Reporting

Reporting for investments will be made in accordance with State law. (Chapter 2256.023) Reports of investments should be issued at least quarterly to the City Council and City Manager and should reflect the cost, term, yield, market value, purchase date, maturity date, description and cusip number for each investment. Market values shall be obtained monthly from the trust department of City's depository bank or other independent source as approved by the Investment Oversight Committee.

On a quarterly basis the Investment Officer, or his designee, shall prepare a series of detailed and management level signed investment reports in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with generally accepted accounting principles;
- 5) The change in market value, and
- 6) Compliance with the Act and this Policy.

Prices for the valuation of securities' market value shall be obtained from an independent source.

Section Eight: Oversight Committee

The City Council shall appoint an Investment Oversight Committee (the Committee") to review City's investment Portfolio with the Finance Director and City Manager, or his designee, at least quarterly and to then report to the City Council. The Committee shall be comprised of two (2) City Council members, two (2) citizens with experience as investment advisors or analysts, City's independent auditor (as a non-voting member), the City Manager or his designee, and City's Finance Director. The duties of the Committee shall include:

- 1) Review of the quarterly report submitted by the Investment Officers of City,
- 2) Review and adopt the list of counter-parties that have provided the required certification and are authorized to engage in investment transactions with City,
- 3) Review of the list of authorized brokers at least annually, and
- 4) Approval of the independent training provider as required in this Policy.

The Committee shall have the authority, subject to City Council review, to make such rules as deemed necessary for the orderly operation of the Committee. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

Section Nine: Audit

City's independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable State statutes (Chapter 2256.023). The review shall be conducted annually and the results of the review shall be reported to the City Council. In addition, in conjunction with the annual audit, City shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the Committee. [(Chapter 2256.005(m))].

Section Ten: Authorized Financial Institutions and Broker/Dealers

The Investment Officer will maintain a list of financial institutions and broker/dealers authorized to do business with City. These firms will be selected according to credit-worthiness and service. Brokers may include "primary dealers" or "regional dealers" that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All broker/dealers must provide the Investment Officer with:

- Proof of National Association of Securities Dealers (NASD) certification,
- Proof of registration with the Texas State Securities Commission,
- Completed City questionnaire, and
- Certification of having read City's Investment Policy.

In accordance with the Act [(Chapter 2256.005(k)) a copy of City's Investment Policy shall be presented to any firm offering to engage in an investment transaction with City. The firm must execute a written certificate in a form acceptable to City that they have (1) reviewed the Investment Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between City and the firm which are not authorized by the Policy.

The City Council or the Investment Oversight Committee will at least annually, review, revise and adopt a list of authorized brokers authorized to engage in investment transactions. The list of authorized counter-parties is shown as Addendum B of this Policy and approved with Council adoption of this Policy.

Section Eleven: Policy Adoption and Revisions

The City Council will review the Policy not less than annually and adopt a resolution stating that the Policy and its incorporated strategies has been reviewed and including all changes to the Policy. This Policy may be amended only by action of the City Council.

The City Manager and Investment Oversight Committee are authorized to recommend revisions to the Policy to the City Council whenever such revisions are necessary and prudent due to changes in State Law, the needs of City, or the economy and market opportunities. All changes

to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

ADOPTED on this the _____ day of _____, 2016.

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content:

Tina Bunnell, Finance Director

Approved as to Form:

Theresa James, City Attorney

ADDENDUM A

By adoption of this Investment Policy, the following associations and organizations are approved for Investment Officer training.

- Texas Municipal League
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas

ADDENDUM B

Broker/Dealer List

The authorized list for City is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy. In accordance with the Public Funds Investment Act (TX Gov't Code 2256.005(k)) before any broker/dealer transacts business with City it will have had to certify in writing to a review of the Policy and have certified that procedures are in place to assure compliance with that Policy.

City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council or Investment Oversight Committee established by the Council. A standardized City certification form is used for certification purposes. City's Investment Advisor, Patterson & Associates, maintains the brokerage compliance files for City.

When any material changes are made to the Investment Policy the new Policy is sent out for re-certification.

The broker/dealers certified by City are:

- Bank of America/Merrill Lynch
- Cantor Fitzgerald
- Morgan Stanley
- G.X. Clarke & Co.
- Mizuho Securities
- Raymond James
- Mutual Securities
- Stifel Nicolaus
- Vining Sparks
- Wells Fargo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Courteney Abbott, Business & Finance Analyst, Airport, (325) 659-6409 X 101

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consideration of authorizing the City Manager or his designee to execute a lease agreement and related documents with Ranger Aviation Enterprises, Inc. for property located at 8193 Hangar Road in the amount of \$5,687.24 per month at the San Angelo Regional Airport. (L.Elquezabal)

Summary/History:

The proposed lease agreement will be for a tract of land consisting of 78,703 square feet and 27,350 square feet of hangar space. The initial term will be three years. The tenant shall have an option to extend the term of the agreement for five additional, successive three year periods. All of the terms and rates coincide with the airports approved Rates and Charges.

Tenant presently operates an aeronautical fixed base operation at the Airport under an "Airport Property Lease" with the City. The tenant is currently under good standing with the city.

Financial Impact:

A rental fee of \$5,687.24 per month will result in \$68,246.88 annually to the San Angelo Regional Airport.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Lease Agreement 14-350_AP_RANGER_8193_HANGAR_RD_LEASE_02_09_16.docx

Presentation:

None

Approvals/Reviews:

Abbott, Courteney	Created/Initiated
Elquezabal, Luis	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD
AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

8193 Hangar Road

This Airport Lease and License Agreement ("Lease") is entered into between the CITY OF SAN ANGELO, a Texas home-rule municipal corporation, acting by and through its duly authorized City Manager ("Landlord" or "City"), and RANGER AVIATION ENTERPRISES, INC., a Texas for profit corporation, acting by and through its designated Chief Executive Officer pursuant to its bylaws and a resolution of its Board of Directors ("Tenant").

RECITALS:

A. Landlord is the owner and operator of the San Angelo Regional Airport-Mathis Field located at 8618 Terminal Circle, San Angelo, Texas ("Airport"); and

B. Tenant presently operates an aeronautical fixed base operation at the Airport under an "Airport Property Lease" with the City, originally effective November 1, 1998 and ending October 31, 2003, extended by agreement through October 31, 2013, consisting of a land area of 2.43 acres more or less, and one hangar utilized as a "paint facility", commonly known as 8193 Hangar Road, Mathis Field, San Angelo, Tom Green County, Texas 76904,

C. Landlord and Tenant desires to enter into a new lease and license agreement for Tenants aeronautical fixed base operation on said land area commonly known as 8193 Hangar Road, consisting of 2.43 acres, more or less, and one metal hangar located thereon being approximately 27,350 square feet, said land area and hangar more particularly described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes. This Lease and License Agreement (hereinafter "Lease") shall supersede all prior representations, agreements, leases and promises, between the parties relating to the Premises, whether oral or written; and

D. Landlord deems it advantageous to grant to Tenant the right to conduct the aeronautical fixed base operation hereinabove described;

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms herein contained, Landlord and Tenant agree as follows:

1. PREMISES

1.1 Adoption of Recitals. The foregoing recitals are acknowledged by the parties to be true and correct, and are adopted as part of the terms and conditions of this Lease.

1.2 Lease of Premises. In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Landlord leases to Tenant, and Tenant leases from Landlord, the premises and hangar commonly

known as 8193 Hangar road, Mathis Field, San Angelo, Tom Green County, Texas, consisting of 2.43 acres, more or less, and one metal hangar located thereon being approximately 27,350 square feet, said tract of land and hangar being more particularly described on **Exhibit "A"**, which is attached hereto and made a part hereof for all purposes (hereinafter "Premises").

- 1.3 No Express or Implied Warranties. Said tract and hangar are hereinafter referred to as the "Premises" or the "Property". TENANT HAS EXAMINED AND ACCEPTS THE LEASED PREMISES AND ANY IMPROVEMENTS AND FIXTURES ON THE LEASED PREMISES, IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION, WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY. NO REPRESENTATION, STATEMENT, GUARANTY OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE LEASED PREMISES. IN NO EVENT SHALL LANDLORD BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE LEASED PREMISES OR FOR ANY LIMITATION ON THE UTILIZATION OF THE LEASED PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT NOT WITHIN THE LANDLORD'S CONTROL.

2. TERM.

- 2.1 Initial Term. This Lease is granted for an initial term of three (3) years beginning _____, 2016, the "Effective Date", and ending _____, 2019.
- 2.2 Option to Extend Term. Tenant shall have the options to extend the Lease for up to five (5) additional, successive three (3) year periods, under the same terms, conditions and covenants contained herein, for the rental amounts applicable at the time each option to extend is exercised as set out in the then applicable Standard Rates and Chargers as amended, provided that Tenant is not then in default of any term, condition or covenant in this Lease and further provided that Landlord is not prohibited from leasing said property pursuant to any agreement with or requirement from the United States government.
- 2.3 Notice to Extend Term. Tenant shall exercise each option to extend this Lease by notifying Landlord in writing and delivering such written notice as herein required, at least sixty (60) days prior to expiration of the initial term or the last extended term of this Lease, whichever is applicable.
- 2.4 Holdover. Any holding over by Tenant under this Lease after the expiration of the initial term or any extension thereof shall operate and be construed only as a tenancy from month to month, terminable at the will of Landlord on thirty (30) day written notice of termination given to Tenant.

3. RENT.

- 3.1 Rent. During the initial term of this Lease, Tenant shall pay rent to Landlord for the use of Leased Premises in advance, monthly, in the amount of FIVE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 24/100 DOLLARS (\$5,687.24) as more particularly set forth in **Exhibit "B"**, attached hereto and made a part hereof, subject to adjustment as herein provided.
- 3.2 Time for Rent Payment. The first monthly rental payment shall be due and payable on the above stated Effective Date, and subsequent monthly rental payments shall automatically become due and payable on the 1st day of each succeeding month thereafter, for the initial term of this Lease, or any extension thereof, or until this Lease is earlier terminated as provided for herein.
- 3.3 Place of Payment. All payments due by Tenant to Landlord under this Lease shall be made at the Airport Director's office at San Angelo Regional Airport—Mathis Field, 8618 Terminal Circle, Suite 101, San Angelo, Texas 76904, or at such other place as Landlord may from time to time designate by written notice to Tenant.
- 3.4 Delinquent Payments. Tenant shall pay to Landlord a late charge and interest for any rent payment past due in accordance with City ordinances, provided however, that this provision for late charges or interest shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.
- 3.5 Adjustments to Rent. Rents are based upon the schedule of San Angelo Regional Airport—Mathis Field Rates and Charges adopted by resolution of City Council as recommended by the Airport Advisory Board from time to time. Effective five years from the Effective Date of this Lease or from the date of the last extension of the Lease Term, as applicable, the Rent provided for hereinabove will be adjusted to the rent applicable under the Airport Rates and Charges as hereinafter amended by resolution of City Council, Notwithstanding the foregoing to the contrary, in no event will such adjustment result in a reduction of rent under this Lease.

4. GRANT OF LICENSE.

- 4.1 Landlord grants Tenant a non-exclusive license, concurrent with the herein-described Lease, to engage in common with others so licensed in an aeronautical business which may consist solely and only for the purposes of aircraft painting, sales, maintenance, storage, modification, repair, construction and other business activities directly related thereto. Such uses shall include any other activity or service normally performed or offered by a fixed base operator at the Airport, subject to all of the terms and conditions provided under this Lease; provided however, if Tenant desires to dispense fuel, a separate license agreement shall be negotiated and executed by Landlord and Tenant therefore. Tenant shall confine

its operation under this Lease and License Agreement to the Premises described at Section 1.2 "Lease of Premises", hereinabove, and **Exhibit "A"** attached, provided, however, that under exceptional circumstances, Tenant may park or store aircraft on any other part of the Airport designated by the Airport Manager, except on Premises leased exclusively to another operator. It is agreed that Tenant will not park any aircraft on the ramp when such parking obstructs airline operations. Any parking of aircraft on the ramp may be changed or stopped at any time when deemed necessary by the Airport Director.

- 4.2 Tenant shall confine its operation at the Airport to its exclusive area and to those portions of the aircraft ramp area that are designated by the Airport Director. Tenant shall not solicit sales or services for aircraft that are parked or stored in any exclusive area of another fixed based operator located on the Airport.

5. UTILITIES, TAXES AND FEES.

- 5.1 Utilities. Tenant shall pay when due, or cause to be paid when due, all charges for water, sewer, gas, electricity, telephone, cable, trash collection and disposal, and any and all other utility charges for the Premises and for conduct of Tenant's aeronautical business operations during the initial term of this Lease and any extensions or holdover thereof.
- 5.2 Taxes and Assessments. It is further understood and agreed that Tenant shall pay and discharge all taxes, general and special assessments and other charges of every description which during the initial term of this Lease and any extensions or holdover thereof may be levied on or assessed against the Premises, inventory, personality and improvements thereon, whether belonging to Landlord or Tenant, or to which either of them may become liable. Tenant 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 TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS LANDLORD FROM ALL SUCH TAXES, CHARGES AND ASSESSMENTS.
- 5.3 Incidental Fees. Tenant shall pay or cause to be paid all incidental charges, such as permit fees, incurred in connection with its operation of Tenants aeronautical business and use of the leased Premises.

6. LAWS, REGULATIONS AND LIMITATIONS.

- 6.1 Observance. Tenant shall observe and obey all applicable federal, state and local laws and regulations, including all Environmental Requirements, in the operation of Tenant's aeronautical business on Airport property and in the performance of its obligations under this Lease Agreement. Tenant also agrees to observe and obey all Airport rules and regulations promulgated and enforced by the City of San Angelo and by any other governmental authority having jurisdiction over the conduct of operations at the Airport. Additional, rules hereby agreed to by Tenant

and Landlord that are applicable to Tenant's use and occupancy of the Leased Premises are:

- a. Tenant shall permit only owners or employees of Tenant or Airport personnel and persons authorized by Airport to enter or occupy the Hangar at any time, and shall exclude all other persons at all times from entering the hangar.
- b. A minimum of two exits must be provided in the Hangar, leading directly to the outside and utilizing a Fire Marshal approved exit door not requiring the use of a key, other tool or special knowledge or effort for exiting from inside the Hangar at any time that the Hangar is occupied. Overhead doors shall not qualify as exit doors under this requirement.
- c. Tenant shall conduct at least one fire drill during each month for the term of this Lease, and shall maintain for each such fire drill a log for inspection by Landlord and Fire Marshal, identifying employees in attendance, as well as describing the method and manner of the fire drill, the exit doors utilized for the fire drill, and the amount of time taken to safely exit the Hangar by all persons.
- d. Maximum occupancy applicable for Tenant's permitted use of the Hangar has been determined by the Fire Marshal to be 24 persons; Tenant shall not permit occupancy of the Hangar to exceed this limitation at any time.
- e. Tenant shall place and maintain in accordance with the National Fire Protection Association standard titled "Portable Fire Extinguishers", NFPA-10 and approved by the Fire Marshal, fire extinguishers at intervals such that not more than seventy-five feet (75') of travel from any place within the Hangar is required in any direction to reach a fire extinguisher.

6.2 Lease Limited. It is agreed that this Lease shall be limited, notwithstanding its terms, by the provision of any existing or future agreement between Landlord and the United States government, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of federal funds for the maintenance or development of the Airport.

6.3 Waste Water. If Tenant's use of the Premises results in the discharge or potential discharge of waste water, Tenant shall immediately apply to the Texas Commission on Environmental Quality (TCEQ) for a waste water discharge permit. Tenant shall also advise the Airport Director of the drains or other waste water facilities Tenant intends to use in disposing of waste waters. The Airport Director may designate sewers or other facilities for Tenant to use for disposal of waste water.

6.4 Hazardous Material/Contaminants. Tenant agrees that Tenant will not cause or permit release, discharge or spillage by Tenant, its licensees, officers, agents, employees, sublessees, business invitees or guests of any hazardous material or contaminants, either intentionally or accidentally, by act or omission, onto Premises or Airport property. If any such release, discharge, or spillage does occur, Tenant shall immediately notify the Airport Director and the TCEQ,

promptly followed by written documentation of the notice and shall, at Tenant's expense, comply with all removal, cleanup and remedial directives or requirements issued. As between Landlord and Tenant, Tenant shall be solely liable for remedial costs and damages relating to any release, discharge or spillage of hazardous substances or contaminants as a result of the operation of Tenant's aeronautical business.

TENANT WARRANTS THAT IT HAS INSPECTED THE LEASED PREMISES TO ITS SATISFACTION AND THAT TENANT IS SATISFIED THAT THERE ARE NO HAZARDOUS WASTES OR CONTAMINANTS LOCATED THEREON AT TIME OF TENANT'S ASSUMPTION OF OCCUPANCY OF PREMISES. TENANT UNDERSTANDS THAT TENANT SHALL REMOVE, AT TENANT'S EXPENSE, ANY HAZARDOUS WASTE OR CONTAMINANT FROM LEASED PREMISES BEFORE TERMINATION OR ABANDONMENT OF THIS LEASE AND BE RESPONSIBLE FOR PERFORMANCE OF REMEDIATION REQUIRED, IF ANY, AND RELATED COSTS.

- 6.5 Easements. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas and other mineral lease and right-of-way easements of any nature which may have been executed prior to this Lease or which may be executed hereafter by Landlord, in Landlord's sole discretion. If, however, any exploration or production occurs that materially interferes with the conduct of Tenant's business at the Leased Premises, Tenant may terminate this Lease by delivering written notice to Landlord as herein provided.
- 6.6 Non-discrimination. The Tenant for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction or use of any improvements on, over or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, national origin or sex.
- In the event of breach of any of the preceding nondiscrimination covenant, Landlord shall have the right to declare Tenant to be in breach of this Lease agreement, to terminate this Lease, and to reenter and repossess said Leased Premises.
- 6.7 Compliance with ADA. Tenant agrees to comply fully with the provisions of the Americans with Disabilities Act.
- 6.8 Compliance with the Department of Homeland Security. Tenant agrees to comply fully with the guidelines set forth in 49 CFR Part-1542 Airport Security in all

pertinent parts as directed either by representatives of the federal government or the Airport Director or his designee.

- 6.9 Relationships. Tenant, its agents, servants and employees agree to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in similar or like business on Airport Premises. Except in connection with judicial proceedings, Tenant shall not engage in open public disputes, disagreements, or conflicts regarding activities at the Airport which would tend to deteriorate the quality of the service of Tenant or its competitors or which would be incompatible with the best interest of the public at the Airport.

7. CONDITION AND USE OF LEASED PREMISES.

- 7.1 NO WARRANTY. LESSOR MAKES 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. EXCEPT AS TO THE LEASED PREMISES DESCRIBED ON **EXHIBIT "A"** ATTACHED, LESSOR WARRANTS THAT AT THE EFFECTIVE DATE OF THIS LEASE AGREEMENT SAID PREMISES ARE NOT IN VIOLATION OF APPLICABLE ENVIRONMENTAL REGULATIONS.
- 7.2 Acceptance and Use. Landlord and Tenant agree that the Leased Premises will be used solely for the limited purposes permitted under the License granted hereunder at part 4 "Grant of License".
- 7.3 Standards. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to maintain standards relative to maximum heights for buildings or other structures and set-back building lines in relation to the runways, taxiways, navigational airspace, parking aprons, or other facility conditions, which would limit or impair the usefulness of the Airport Master Plan or constitute a hazard to aircraft.
- 7.4 Improvements and Modifications. Tenant shall not alter or improve the Premises in any respect without Landlord's prior written consent. Any such alteration or improvement to which Landlord consents must fully comply with all laws, rules, regulations, codes, standards, and policies (including, without limitation, local regulations, codes and ordinances) of any governmental authority with jurisdiction over the Airport (including, without limitation, the City of San Angelo, Texas).
- 7.5 Ingress and Egress. Tenant and its employees, patrons, guests, invitees, contractors and subcontractors, shall have the right of ingress to and egress from the Premises and the right, in common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, navigational facilities, roadways, parking areas, subject to federal, state, City and Airport rules and

regulations.

- 7.6 Storage and Parking. Outside storage of any property including, but not limited to, equipment, parts, accessories, vehicles (whether operable, abandoned or inoperable), is expressly prohibited. Other uses, including temporary parking of motor vehicles incident to Tenant's operation, unless specifically approved herein, shall be upon the leased Premises only. Tenant shall not use or permit employees, patrons, invitees or guests to use Airport property in a manner contrary to the rules and regulations of the Airport.
- 7.7 Aircraft and Vehicle Identification. Tenant agrees to register all aircraft and vehicles to be used in its business on the Airport property, with the Airport Director.
- 7.8 Noise Abatement. Tenant shall actively participate in and comply with all noise abatement procedures, policies and programs as set forth by Landlord.

8. REPAIRS AND MAINTENANCE.

8.1 Tenant's Duties.

- 8.1.1 Except for the maintenance obligations Landlord undertakes below, Tenant will be responsible for the repair and maintenance of the building, including the plumbing, air-conditioning units, heating units, water heaters, non-load bearing walls, paint, flooring, windows, window glass, plate glass, doors, pest control and extermination equipment and improvements that are presently located or to be constructed on the Leased Premises. Failure to repair or maintain the Leased Premises will, after notice and expiration of ten (10) days, be grounds for Landlord to perform the needed repairs or maintenance and recover the costs from Tenant.
- 8.1.2 Tenant further agrees to keep and maintain the Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said premises cleared of all objectionable matter. Failure of lessee to maintain the property in respectable condition, after notice and expiration of ten (10) days, will be grounds for the Landlord to enter onto the property and remove the material and recover costs from the Tenant.
- 8.1.3 In the event Tenant shall fail to keep said Premises in a manner acceptable to the Airport Director after reasonable notice and hearing, the City Council shall have the power and express authority to cause or require the Premises to be cleaned, cleared, or repaired, and Tenant expressly authorizes the cost of any such cleaning, clearing or repairing to be added to the rental payment with interest at the rate of ten (10) percent per annum beginning thirty (30) days from the date on which the work was completed, until such cost is paid in full.

8.2 Landlord's Duties.

- 8.2.1 Landlord shall maintain in good condition the pavement and structural parts of the building housing the Leased Premises (including, without limitation, the roof, foundation and bearing and exterior walls).
- 8.2.2 Landlord will maintain and operate the Airport in compliance with the safety and security regulations established by the Federal Aviation Administration and other appropriate regulatory authorities.
- 8.2.3 Landlord shall maintain and operate the Airport with adequate and efficient personnel, keep in good repair the airport appurtenances and facilities, and keep access ways and approaches reasonably free from obstruction, congestion and interference.
- 8.2.4 If any such maintenance or repairs are necessitated solely by the acts of Tenant or its employees, agents, contractors, sub-contractors, licensees, invitees or guests, Tenant shall reimburse Landlord for the reasonable cost thereof, as additional rent, to be paid within thirty (30) days after notice of such cost is given to Tenant as herein provided.

8.3 Force Majeure/National Emergency. Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which such party is not responsible or which is not in its power to control. During a time of war or national emergency, City reserves the right to alter, amend or suspend this Lease upon demand of military, naval or other proper authorities of the United States government or the State of Texas.

8.4 Damage or Destruction of Leased Premises.

- 8.4.1 If the Leased Premises are partially damaged by fire, explosion, the elements, public enemy, or other casualty, but the hangar building located on the Premises is not rendered untenable in whole or in part, the same will be repaired with due diligence by Landlord at its own cost and expense.
- 8.4.2 If the damage shall be so extensive as to render the hangar building located on the Premises untenable in whole or in part, but capable of being repaired in one hundred and twenty (120) days, the same shall be repaired with due diligence by Landlord at its own cost and expense, and the rent payable herein shall be abated in proportion to the diminished utility of the Premises in the conduct of Tenant's business from the time

the damage occurs until such time as the Premises are fully restored.

8.4.3 In the event Premises are completely destroyed by fire, explosion, the elements, public enemy or other casualty, or so damaged that they will remain untenable, in whole or in part, for more than one hundred and twenty (120) days, in Landlord's estimation, either party may terminate this Lease by delivering written notice to the other within thirty (30) days after the delivery of Landlord's restoration estimate.

8.4.3.1 Landlord must furnish that restoration estimate within thirty (30) days after the occurrence of the damage. If neither party terminates, Landlord shall repair the damage at its cost and expense, with due diligence; and the rent payable herein shall be abated in proportion to the diminished utility of the Premises in the conduct of Tenant's business from the time the damage occurs until Landlord completes the restoration.

8.4.3.2 If Landlord fails to complete the restoration of the Premises by the date that is sixty (60) days after the expiration of the period within which Landlord estimated the restoration would occur, Tenant may give Landlord written notice of its cancellation of this contract in its entirety.

8.5 Right of Inspection. Landlord reserves the right to conduct inspections, at reasonable times, of the Premises, including hangar building, to ensure that fire, safety, and sanitation regulations and other provisions contained in this Lease are being adhered to by the Tenant. Landlord or its designee may enter Leased Premises and Hangar at any time upon reasonable notice to Tenant, for any purpose necessary, incidental to, or connected with the exercise of its duties and obligations as Landlord and the Airport Owner, including, but not limited to the following: fire protection, security purposes, repairs, additions, alterations, or inspections for compliance with applicable law, regulation, or lease compliance

9. INSURANCE.

9.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Tenant for the purpose of complying with this Lease, subject to review and revision by agreement of the parties upon expiration of the Initial Term and on every third year of the Lease Term, if extended, of the provisions of this Section 9. "Insurance" regarding general conditions, types of insurance required and minimum amounts of coverages required.

9.1.1 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.

- 9.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Tenant, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 9.1.3 Waiver of Subrogation. Tenant 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. Landlord shall waive all claims against Tenant for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.
- 9.1.4 Certificates of Insurance. At or before the time of execution of this Lease, Tenant shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Tenant and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.
- 9.1.5 Tenant's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease. Tenant'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 Tenant to maintain adequate coverage shall not relieve Tenant of any contractual responsibility or obligation.
- 9.1.6 Sub lessees' Insurance. Tenant shall cause each Sub lessee of Tenant to purchase and maintain insurance of the types and in the amounts specified below. Tenant shall require Sub lessees to furnish copies of certificates of insurance to Landlord's Risk Management Department evidencing coverage for each Sub lessee.

- 9.2 Types and Amounts of Insurance Required. Tenant shall obtain and continuously maintain in effect at all times during the term hereof, at Tenant's sole expense,

insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:

9.2.1 Commercial General Liability (CGL) or equivalent Aviation Liability.

This policy shall be an occurrence-type policy and shall protect the Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Tenant's employees) and damage to property of the City or others arising out of the act or omission of the Tenant or its agents and employees. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the Lease or liability arising from pollution, explosion, collapse, underground property damage, or damage to the premises or improvements. This policy shall also include protection against claims for the contractual liability assumed by Tenant under the parts of this Lease entitled "Indemnification" and "Environmental 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:

\$ 2,000,000.00	General Aggregate
\$ 1,000,000.00	Products- Completed Operations Aggregate
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 500,000.00	Fire Damage (any one fire)

9.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Tenant 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:

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

9.2.3 Workers' Compensation and Employer's Liability. If Tenant hires any employees, Tenant shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Tenant 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
\$ 500,000.00	Employer's Liability, Each Accident

\$ 500,000.00	Employer's Liability, Disease - Policy Limit
\$ 500,000.00	Employer's Liability, Disease – Each Employee

The foregoing requirement will not be applicable if, and so long as, Tenant 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 Landlord in accordance with the notice provisions of this Lease.

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

9.2.4 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; (including death) property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Coverage shall not be less than:

\$1,000,000.00	per loss
\$2,000,000.00	Annual aggregate

10. INDEMNIFICATION.

10.1 GENERAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF TENANT OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION,

NEGLIGENCE OR FAULT OF TENANT, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF TENANT AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY TENANT HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE TENANT TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.2 ENVIRONMENTAL.

10.2.1 Definitions.

- (a) Hazardous Material. Hazardous Material means any substance:
 - (i) the presence of which requires investigation, notice or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
 - (ii) which is or becomes defined as a "hazardous material," "hazardous waste," "hazardous substance," "regulated substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. (S)9601 et seq.), Toxic Substances Control Act (15 U.S.C. (S)2601 et seq.), and/or the Resource Conservation and Recovery Act (42 U.S.C. (S)6901 et seq.); or
 - (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, or of the State in which the Premises are located or any political subdivision thereof; or
 - (iv) the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or

- (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- (vi) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
- (viii) radon gas.

(b) Environmental Requirements. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

- (i) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (ii) All requirements pertaining to the protection of the health and safety of employees or the public.

(c) Environmental Damages. Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or not matured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' and witnesses' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, beneath the Premises or migrating or threatening to migrate to or from the Premises, or the existence of a violation of Environmental Requirements pertaining to the Premises, including without limitation:

- (i) Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties including but not limited to claims brought by or on behalf of employees of Tenant;
- (ii) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision or court, or reasonably necessary to make full economic use of the Premises and any other property in a manner consistent with its current use or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder;
- (iii) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced herein; and
- (iv) Diminution in the value of the Premises and adjoining property, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises and adjoining property.

10.2.2 Tenant's Obligation to Remediate. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this agreement, Tenant shall, upon demand of Landlord, and at its sole cost and expense, promptly take all reasonable and necessary actions to remediate the Premises which are reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Premises, or are required by Environmental Requirements, which remediation is necessitated by the (1) introduction of a Hazardous Material upon, about or beneath the Premises, except as otherwise permitted in the use provisions hereof, or (2) a violation of Environmental Requirements, either of which is caused by the actions of Tenant, its employees, agents, contractors, subcontractors, guests, invitees or licensees. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or

restoration work, whether on or off of the Premises. Tenant shall take all actions necessary to restore the Premises in accordance with applicable environmental regulations to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Premises, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. All such work shall be performed by one or more contractors, selected by Tenant and approved in advance and in writing by Landlord. Tenant shall proceed continuously and diligently with such investigatory and remedial actions, provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Airport. Tenant shall pay all costs in connection with such investigatory and remedial activities, including but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Tenant shall promptly provide to Landlord copies of testing results and reports that are generated in connection with the above activities, and copies of any correspondence with any governmental entity related to such activities. Promptly upon completion of such investigation and remediation, Tenant shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Premises to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by such investigation or remediation hereunder. Provided, however, that Tenant shall not be obligated to remediate environmental damages which result from seepage of Hazardous Materials onto the Premises from adjacent property unless the presence on the adjacent property was caused by Tenant or its employees, agents, contractors, subcontractors, guests, invitees or licensees.

10.2.3 Notification. If Tenant shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Tenant for Environmental Damages in connection with the Premises or past or present activities of any person thereon, or that any representation set forth in this agreement is not or is no longer accurate, including but not limited to notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating thereto, then Tenant shall deliver to Landlord, within ten days of the receipt of such notice or communication by Landlord, a written description of such violation, liability, correcting information, or actual or threatened event or condition, together with copies of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification or communication.

10.2.4 Negative Covenants.

- (a) No Hazardous Material on Premises. Except in strict compliance with all Environmental Requirements, and except as otherwise permitted in the use provisions hereof, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or any other person. Tenant shall deliver to Landlord copies of all documents which Tenant provides to any governmental body in connection with compliance with Environmental Requirements with respect to the Premises, such delivery to be contemporaneous with provision of the documents to the governmental agency.
- (b) No Violations of Environmental Requirements. Tenant shall not cause, permit or suffer the existence or the commission by Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees, or by any other person a violation of any Environmental Requirements upon, about or beneath the Premises or any portion thereof.
- (c) No Environmental or Other Liens. Tenant shall not create or suffer or permit to exist with respect to the Premises, any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(l) or any similar state statute to the extent that such lien arises out of the actions of Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees.

10.2.5 Landlord's Right to Inspect and to Audit Tenant's Records. Landlord shall have the right in its sole and absolute discretion, but not the duty, to enter and conduct an inspection of the Premises and to inspect and audit Tenant's records concerning Hazardous Materials at any reasonable time to determine whether Tenant is complying with the terms of the Lease, including but not limited to the compliance of the Premises and the activities thereon with Environmental Requirements and the existence of Environmental Damages as a result of the condition of the Premises or surrounding properties and activities thereon. If Landlord has reasonable cause to believe Tenant is in default with respect to any of the provisions of this Lease related to Hazardous Materials, Environmental Requirements or Environmental Damages, then Landlord shall have the right, but not the duty, to retain at the sole expense of Tenant an independent professional consultant to enter the Premises to conduct such an inspection and to inspect and audit any public records or reports prepared by or for Tenant concerning such compliance. Tenant hereby grants to Landlord the right to enter the Premises and to perform such tests on the Premises as are reasonably necessary in the opinion

of Landlord to assist in such audits and investigations. Landlord shall use reasonable efforts to minimize interference with the business of Tenant by such tests inspections and audits, but Landlord shall not be liable for any interference caused thereby.

10.2.6 Landlord's Right to Remediate. Should Tenant fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials or Environmental Requirements, then Landlord shall have the right, but not the duty, without limitation upon any of the rights of Landlord pursuant to this agreement, to enter the Premises personally or through its agents, consultants or contractors and perform the same. TENANT AGREES TO INDEMNIFY LANDLORD FOR THE COSTS THEREOF AND LIABILITIES THERE FROM AS SET FORTH IN THIS LEASE.

10.2.7 Landlord's Obligation to Remediate. Landlord agrees to remediate all Environmental Damages (1) caused by Landlord, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or (2) not so caused but arising prior to the earlier of the Effective Date hereof or Tenant's actual occupying of the Premises and not caused by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees.

10.2.8 Landlord's Responsibility for Environmental Matters. Landlord, its successors, assigns and guarantors, shall be responsible for remediation of Environmental Damages arising from activities of Landlord or its employees, agents, contractors, subcontractors or guests, licensees, invitees; or which occurred prior to the Commencement Date (and were not caused by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities thereon.

10.2.9 Survival of Environmental Obligations. The obligations of Landlord and Tenant as set forth in this Part 10 and all of its subparagraphs shall survive termination of this Lease.

10.2.10 ENVIRONMENTAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE 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 ENVIRONMENTAL DAMAGES OCCURRING ON OR OFF THE LEASED PREMISES OR AIRPORT PROPERTY, INCLUDING THE EXPENSE OF THE REMEDIATION THEREOF, RESULTING FROM

OR ARISING OUT OF ACTS OR OMISSIONS OF TENANT OR TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, GUESTS, LICENSEES OR INVITEES. TENANT SPECIFICALLY AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA. TENANT SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF TENANT OR ANY PERSON ACTING ON BEHALF OF TENANT REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. LANDLORD SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF LANDLORD 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.

- 10.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS LEASE SHALL SURVIVE THE EXPIRATION OF THIS LEASE AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS LEASE BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF TENANT IN PERFORMING UNDER THIS LEASE.
- 10.4 7.1.4 RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS LEASE SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS LEASE BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND TENANT
- 10.5 APPLICATION TO SURROUNDING PROPERTY. THE INDEMNIFICATION PROVISIONS OF THIS LEASE EXTEND TO CLAIMS AND ASSESSMENTS RELATING TO RUNOFF, LEACHATE, OR OTHER INFILTRATION THAT MAY OCCUR OR HAS OCCURRED AT OR NEAR THE SITE OF LANDFILLS, TRANSFER STATIONS, OR OTHER SOLID WASTE FACILITIES AND SURROUNDING AREAS AND FOR WHICH LIABILITY IS ASSERTED TO HAVE EXISTED FROM OPERATION OF THE LEASED PREMISES BY TENANT.

11. TERMINATION OF LEASE.

- 11.1 Violation of Law. A finding that Tenant is in violation of any applicable law or regulation by a trial court or state or federal regulatory agency having jurisdiction is a material breach of this Lease for which Landlord may terminate the Lease or elect such other remedy as Landlord may be entitled to hereunder, at law or in equity.
- 11.2 Abandonment or Default. In the event Tenant shall (1) abandon the Leased Premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days, Landlord shall have the right to terminate this Lease. Likewise, if Landlord shall default in the performance of any of the covenants and conditions required herein to be kept and performed by Landlord, and such default continues for a period of thirty (30) days, Tenant shall have the right to terminate this Lease. Landlord or Tenant shall give thirty (30) days written notice of its intention to terminate the Lease and either party will have such thirty (30) days within which to cure such default and thereby avoid termination. Notice shall be sufficient if given in accordance with the notice provision in this Lease and delivered to either party at the address specified in this Lease or at such other address as has been designated in writing. Upon Landlord's or Tenant's election to terminate, this Lease shall cease.
- 11.2 Bankruptcy or Insolvency. In the event Tenant: (1) files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or takes the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or proceedings are taken by Tenant under any relevant Bankruptcy Act in force in any jurisdiction available to Tenant, or Tenant seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises, or makes any general assignment for the benefit of creditors, or (2) a petition is filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation, and shall remain not dismissed for an aggregate of one hundred twenty (120) days, or if any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises is appointed without the consent or acquiescence of Tenant and such appointment remains un-vacated for an aggregate of twenty (20) days; then either such event shall constitute a default by Tenant and Landlord shall have the right to immediately terminate this Lease on written notice to Tenant, without further opportunity to cure.
- 11.4 Re-entry By Landlord. In the event Landlord elects to re-enter or take possession of the Premises, Tenant shall quit and peaceably surrender the Premises to

Landlord, and Landlord may enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same. Upon termination of this Lease, Landlord may re-enter and take immediate possession of the Premises and remove Tenant's effects, property and improvements, with or without process of law, without being deemed guilty of trespassing. Any property, effects or improvements left by Tenant and not removed from the Premises or retrieved within thirty (30) days of termination of this Lease, shall be deemed abandoned by Tenant and subject to disposal at the discretion of Landlord. Tenant shall reimburse Landlord for any storage or disposal fees incurred by Landlord in storing of or disposal of property of Tenant. Landlord shall not be liable for damages by reason of re-entry or the storage or disposal of Tenant's property, and Tenant hereby waives any claim for such damages.

- 11.5 Possession. Tenant agrees at the termination of this Lease to deliver possession of the Premises peacefully to the Landlord or its agents or employees; and if it fails to give peaceful possession thereof, Landlord may take forceful possession of the Premises and eject all parties there from without being guilty of trespass; and all resulting damages are hereby waived by Tenant.
- 11.6 Attorneys' Fees and Expenses. In the event of the breach of any of the covenants, conditions or obligations contained herein by the Tenant, or if it becomes necessary for the Landlord to employ attorneys to enforce its rights accruing as a result of such default, Tenant agrees to pay Landlord reasonable attorneys' fees and all costs of court and expenses incurred as a result of such default.
- 11.7 Other Remedies. Any termination of this Lease arising from Tenant's default shall not relieve Tenant from the payment of any sum or sums that are due and payable to Landlord under this Lease, or any claim for damages then or thereafter accruing against Tenant under this Lease. Any such termination shall not prevent Landlord 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 Tenant for any default under this Lease. All rights, options, and remedies of Landlord contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and Landlord 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 Landlord 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.
- 11.8 Removal of Improvements. All equipment, machinery, and trade fixtures installed on the Premises by Tenant shall remain the property of Tenant and shall be removed within thirty (30) days after the termination of this Lease, provided

Tenant is not then in default in the performance of any of its obligations or covenants herein contained, and provided further that any damage to the realty or structure upon which such items are situated or installed from their removal is fully repaired by Tenant at time of removal. No equipment, machinery, or trade fixtures installed on the Premises by Tenant shall be removed by Tenant until all rentals due Landlord by Tenant shall have been paid in full. Notwithstanding the foregoing, all property remaining on the Premises after the expiration of thirty (30) days following the termination of this Lease, however terminated, shall be deemed abandoned by Tenant and shall, in the sole discretion of Landlord to accept such property, become the property of Landlord.

12. **WARRANTY OF TITLE AND QUIET ENJOYMENT.**

12.1 Landlord covenants that Landlord has the right to lease the Premises in the manner described herein and that Tenant shall peaceably and quietly have, hold, occupy, and enjoy the Premises during the term of the lease subject to the terms and conditions hereof.

13. **MISCELLANEOUS.**

13.1 Relationship of Landlord and Tenant. The relationship between Landlord and Tenant at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

13.2 Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties of this Lease and their respective successors and permitted assigns.

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

13.4 Assignment. Except as otherwise provided herein, Tenant shall not transfer, assign, sublet, encumber or pledge the Lease or License, in whole or in part, without first securing the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord.

13.5 Texas Law to Apply. 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, where venue for the resolution of any dispute between the parties relating to this Lease shall lie.

13.6 Invalid or Illegal Provisions. If any one or more provisions of this Lease are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal or unenforceable provision.

- 13.7 No Waiver of Breach. No assent, or waiver expressed or implied, or failure to enforce, as to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or additional breach.
- 13.8 Notices. Any formal notice required or permitted under this Lease shall be deemed sufficiently given if it is in writing and personally delivered, or sent by overnight express delivery service or deposited in the United States mail, postage prepaid and sent by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served on the third day after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, the addresses of the parties shall be as follows:

LANDLORD: CITY OF SAN ANGELO

San Angelo Regional Airport–Mathis Field
Attn: Airport Director
8618 Terminal Circle, Ste. 101
San Angelo, Texas 76904

TENANT RANGER AVIATION ENTERPRISES, INC.
Attention : John D. Fields
P.O. Box 61010.
San Angelo, Texas 76906

- 13.9 Inurements. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns. This Lease shall be signed by the parties in duplicate, each of which shall be a complete and effective original lease and license agreement.
- 13.10 Survival of Claims. The provisions of the Lease relating to indemnification from one party hereto to the other party or relating to environmental remediation compliance shall survive termination or expiration of this Lease. Additionally, any provisions of this Lease which may require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.
- 13.11 Remedies. Any termination of this Lease shall not relieve either party from the payment of any sum or sums that are due and payable under this Lease or any claim for damages then or thereafter accruing under this Lease. Any such termination shall not prevent either party from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for under the terms

hereof, or by law, or from recovering damages under this Lease. All rights, options, and remedies of either party contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and either party 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 of 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.

- 13.12 Entire Agreement/Amendments. This Lease constitutes the entire agreement between the parties; and Landlord is not bound by any agreement, condition or stipulation, understanding or representation made by any of Landlord's officers, agents or employees not contained herein. No amendment to this Lease shall be effective unless such is in writing and signed by both parties.

[Signature Page to Follow]

EXECUTED in duplicate originals on the dates specified below.

LESSOR: CITY OF SAN ANGELO

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

LESSEE: RANGER AVIATION
ENTERPRISES, INC.

By: _____
John D. Fields, President

ATTEST:

By: _____

Name: _____ Ricki Fields-Galyean

Title: _____ Secretary

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 2014, by DANIEL VALENZUELA, as City Manager of the City of San Angelo, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 2014, by JOHN D. FIELDS as President of Ranger Aviation Enterprises Inc., a Texas for profit corporation, and RICKI FIELDS-GALYEAN, its Secretary, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT “A”

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD
AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

8193 Hangar Road

(Description of Leased Premises –following page(s))

WILSON LAND SURVEYING, INC.
LICENSED STATE & REGISTERED PROFESSIONAL LAND SURVEYORS
PHONE 325/653-3916 • FAX 325/655-1895
P.O. BOX 3326-ZIP 76902
1514 W. BEAUREGARD AVE.
SAN ANGELO, TEXAS 76901

WM. C. WILSON, JR.
R.P.L.S., L.S.L.S.
(1932-2005)

THOMAS J. HOUSTON
R.P.L.S., L.S.L.S.,
B.S.S.

City of San Angelo
to
Ranger Aviation

Description
2.43 Acre Lease Tract

Being 2.43 acres of land out of C. Zech Survey 645, Abstract 4212 and W. Spornhaun Survey 644, Abstract 1881, Tom Green County, Texas. Said 2.43 acre tract also being part of that "673.503 Ac." tract described in deed from WTU to City of San Angelo and recorded in Volume 211 at page 105 of the Deed Records of Tom Green County, Texas. Said 2.43 acres also being a part of that "27.145 Ac." tract surveyed by R.S. McCullah February 4, 1981. Said 2.43 acres being described by metes and bounds as follows:

Beginning at a point for the S.E. corner of this tract from which a 1" galvanized iron pipe found in 1986 for the S.W. corner of that "17.32 Ac." tract described in deed from Mitsubishi Aircraft International, Inc. to City of San Angelo recorded in Volume 870 at page 279 of said Deed Records bears S.24°32'30"E. 144.08 feet.

Thence N.82°21'43"W. 383.68 feet to a 5/8" iron rod found for the S.W. corner of this tract.

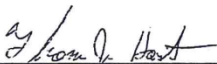
Thence N.7°58'27"E. 276.42 feet to a 5/8" iron rod found for the N.W. corner of this tract.

Thence S.82°35'32"E. 381.54 feet to a 5/8" iron rod found for the N.E. corner of this tract.

Thence S.7°31'54"W. 277.95 feet to the place of beginning and containing 2.43 acres of land.

NOTE: Courses and distances recited herein are of the Texas Coordinate System of 1927 - Central Zone.

Surveyed on the ground September 6, 2013.



Thomas J. Houston
Registered Professional Land Surveyor No. 4261

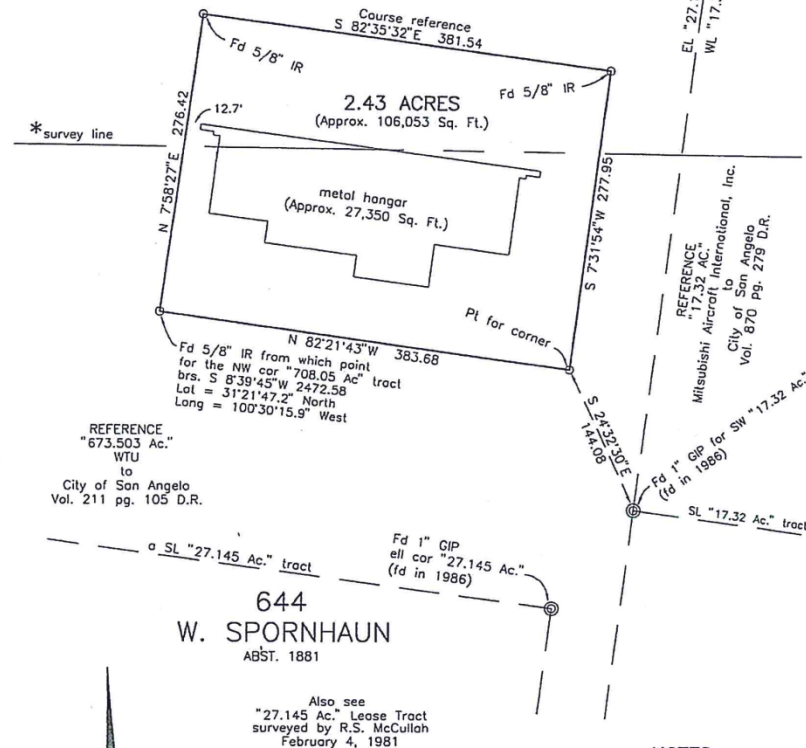


ALSO SEE ACCOMPANYING PLAT (AIRPAIN2.DWG)

Square footage summary

hangar - 27,350 Sq.Ft. (approximate)
 remainder - 78,703 Sq.Ft. (approximate)
 Total - 106,053 Sq.Ft. (approximate)

645
 C. ZECH
 ABST. 4212



NOTES

The lease tract shown hereon was surveyed based upon instructions by City of San Angelo personnel. The existence or location of current leases or other matters of record were not researched for the purpose of this survey.

Buildings and other improvements shown hereon are shown for pictorial purposes only and do not represent all improvements that exist.

ALSO SEE
 "708.05 Ac"
 Washington County, Texas
 to
 The City of San Angelo
 Vol. 194 p. 400 O.P.R.
 4-16-1990

0 100 200
 SCALE: 1"=100'

Courses, distances and coordinates shown hereon refer to the Texas Coordinate System of 1927-Central Zone.

*The position of survey lines shown hereon are approximate.

Also see accompanying description

PLAT SHOWING
 A 2.43 ACRE LEASE TRACT
 AT
 SAN ANGELO REGIONAL AIRPORT
 TOM GREEN COUNTY, TEXAS
 Surveyed on the ground September 6, 2013.

Thomas J. Houston
 Registered Professional Land Surveyor No. 4261
 FIRM NO. 10045800

WILSON LAND SURVEYING, INC.

1514 W. BEAUREGARD AVE.
 P. O. BOX 3326 PH. 325-653-3916
 SAN ANGELO, TEXAS 76902

This plat is invalid without original signature and embossed seal.

COPYRIGHTED
 AIRPAIN2.DWG

EXHIBIT “B”

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD
AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

8193 Hangar Road

(Designation of Monthly Rent—following page)

Ranger's Paint Hangar - 8193 Hangar Road		
Land	Square Footage	Land rate \$0.12 SF per year
Annual Rate	78703	\$9,444.36
Monthly Rate		\$787.03
BLA	Square Footage	Building rate \$2.15 BLA
Annual Rate	27350	\$58,802.50
Monthly Rate		\$4,900.21
TOTAL Annual Lease		\$68,246.86
TOTAL Monthly Lease		\$5,687.24

11/20/2015

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Luis E. Elguezabal, Airport Director

Dan T. Saluri, Deputy City Attorney

APPROVED FOR INSURANCE AND INDEMNIFICATION:

Charles Hagen, Risk Manager

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consider adopting a resolution authorizing the San Angelo Police Department to apply for a grant in the amount of \$34,000 (no city match required) from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) (T.Vasquez)

Summary/History:

The State of Texas announced that federal funds are available under the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The City of San Angelo Police Department is asking for authorization to apply for funds from this program for the CSI Equipment Program. The Police Department will apply for a Crime scene van to be utilized by the CSIs. This van will hold all the tools necessary for crime scene evidence collection. It will be used to respond to major incidents that require special equipment not stored in the vehicles driven daily.

Financial Impact:

There is no requirement for matching funds. The San Angelo Police Department will apply for \$34,000 from the grant to purchase the van and equip it with shelving units. If awarded these funds will increase the Police Department budget.

Other Information/Recommendation:

The CSIs currently use a 1995 Ford Windstar van to carry the equipment to major incidents. The van is at the end of life and is not large enough to carry and organize all the equipment necessary to process a crime scene. The new van will be large enough to walk in with shelving units along the walls to organize the equipment.

Attachments:

1. Resolution PD JAG Grant 2016-2017 Resolution a.doc

Presentation:

no

Approvals/Reviews:

Jansa, Ryan	Created/Initiated
Vasquez, Tim	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

**A RESOLUTION APPROVING THE SAN ANGELO POLICE DEPARTMENT
TO APPLY FOR THE EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM (JAG)**

WHEREAS, the City Council of the City of San Angelo finds it in the best interest of the citizens of San Angelo, Texas that the CSI Equipment Program be operated for the 2016-2017; and

WHEREAS, the City Council of the City of San Angelo agrees to provide no matching funds for said project as required by the Edward Byrne Memorial Justice Assistance Grant Program (JAG) grant application; and

WHEREAS, the City Council of the City of San Angelo agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council of the City of San Angelo assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the City Council of the City of San Angelo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Angelo approves submission of the grant application for the CSI Equipment Program to the Office of the Governor, Criminal Justice Division.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

Grant Number: _____

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

BY: _____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tim Vasquez, Police Chief

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fant, Assistant Chief, Police, (325)659-8011

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consider adopting a resolution supporting the San Angelo Police Department Law Enforcement Training Academy (T.Vasquez)

Summary/History:

The Texas Commission on Law Enforcement governs the operation of each licensed law enforcement training academy. Every academy license must be renewed every five (5) years from the date of original application the SAPD academy license expires in March of 2016.

Each renewal requires reaffirmation of of the local governing body's resolution of support. this agenda item requests a resolution of continued support allowing the SAPD to continue operations of its law enforcement training academy in order to continue its mission to serve and protect the citizens of San Angelo.

Financial Impact:

The fee assessed by TCOLE for academy renewal is \$1,000.00. The renewal fee is budgeted by the SAPD during the regular budget process. Other academy operations are regularly budgeted items. No additional costs are associated with this resolution.

Other Information/Recommendation:

The SAPD Training Academy license was last renewed in 2011. since that time there have been no changes in the rules and regulations of the Texas Commission on Law Enforcement (TCOLE) governing law enforcement academies. There have been no significant changes to the resolution of support.

Attachments:

1. Resolution Academy Resolution 2016.docx

Presentation:

Jeff Fant

Approvals/Reviews:

Fant, Jeff	Created/Initiated
Vasquez, Tim	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SAN ANGELO, TEXAS**

WHEREAS, the City Council of the City of San Angelo, Texas finds it in the best interest of the citizens of the City of San Angelo to approve the operation of The San Angelo Police Department (SAPD) Law Enforcement Academy, and

WHEREAS, the City Council of the City of San Angelo agrees to support the SAPD Law Enforcement Academy, and

WHEREAS, the City Council of the City of San Angelo agrees to abide by the Texas Commission on Law Enforcement rules for conducting a Law Enforcement Training Academy, and

WHEREAS, the City Council of the City of San Angelo designates the Chief of Police to appoint a Training Academy Director.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Angelo approves submission of the SAPD Law Enforcement Academy application for continued service to the citizens of the City of San Angelo, to the Texas Commission on Law Enforcement and authorizes the Chief of Police to sign any documents necessary for the reaccreditation of the academy pursuant to TCOLE standards.

PASSES, APPROVED, and ADOPTED on this _____ day of _____, 2016.

CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

Tim Vasquez, Chief of Police

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Approve an agreement with Mr. Wayne Nickell, d/b/a Concho Cruises for the operation of a cruise boat concession at Lake Nasworthy, Mary E. Lee Park and authorize the Mayor or City Manager to execute the agreement (C. White)

Summary/History:

We seek City Council's approval of an agreement with Mr. Wayne Nickel for the operation of the Concho Cruises concession.

City Council considered the terms of the proposed agreement and the January 5 meeting and directed staff to finalize the agreement and return to City Council for approval of the agreement.

The terms include the following:

- * 1 5-year term with 1 option to extend for an additional 5 years.
- * A flat annual payment of \$6,000 for the first term and a flat annual payment of \$6,500 for the second term.
- * Inclusion of additional property adjacent to the concession site for parking and storage of boats
- * a requirement to add opaque fencing along a portion of the additional property to serve as a visual screen from view off Knickerbocker Road

Financial Impact:

There is no cost to the City for renewing the Concho Cruises agreement. The City would receive a negotiated annual payment.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Agreement not Executed Concho Cruises Agreement not Executed Concho Cruises Feb 3, 2016.pdf

Presentation:

Approvals/Reviews:

White, Carl

Created/Initiated

White, Carl	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

LAKE NASWORTHY
CRUISE BOAT CONCESSION
AND LEASE AGREEMENT

This Concession and Lease Agreement (hereinafter "Agreement") effective the 1st day of January, 2016 is entered into by and between the CITY OF SAN ANGELO, TEXAS, a Texas home-rule municipal corporation, acting by and through its duly authorized representative, hereinafter called "City," and WAYNE NICKELL D/B/A CONCHO CRUISES, hereinafter called "Concessionaire."

1. Grant of Privilege and Description of Premises. The City hereby grants to Concessionaire a privilege to operate a cruise boat concession (hereinafter "Concession") on Lake Nasworthy, San Angelo, Tom Green County, Texas, and lease the premises, which are more fully described and depicted on Exhibit "A", attached hereto and made a part of this Agreement as if fully set forth herein, or as may otherwise be agreed to from time to time by the City Manager or his designee and Concessionaire and evidenced in writing executed by the parties (hereinafter referred to as "concession area" or "premises"). The privilege to operate a cruise boat concession is limited by the specific exclusion of the sale of any alcoholic beverage. The parties hereto mutually agree that the sale of any alcoholic beverage by the Concessionaire will be deemed to be a breach of this Agreement. Concessionaire further agrees that use of the premises will be limited to operation of a cruise boat concession, boat rentals, and uses normally incidental thereto, and for no other purposes.
2. Hours of Operation. Concessionaire's cruise boat operation shall be open to the public on regular days and during regular hours that it deems prudent, and in compliance with the terms and conditions of this Agreement. Concessionaire's cruise boat operation includes all of Concho Cruise's boats.
3. Term. This Agreement is for a period of five (5) years commencing on the 1st day of January, 2016, and ending on the 31st day of December, 2021, unless sooner terminated by mutual agreement of the parties or as otherwise provided herein. This Agreement is subject to annual review by the City for Concessionaire's compliance with its terms and conditions, and may be terminated for cause as provided for herein.
 - A. Option to Extend Term. With written consent of the City, Concessionaire shall have the option to extend this Agreement for up to one (1) additional, successive five (5) year period, under the same terms, conditions and covenants contained herein, except that the annual fee shall be \$6,500.00 for the extended term, provided that Concessionaire is not then in default of any term, condition or covenant in this Agreement.
 - B. Notice to Extend Term. Concessionaire shall exercise the option to extend the term of this Agreement by notifying the City in writing and delivering such written notice as herein required, at least ninety (90) days prior to expiration of the initial term.
4. Consideration. For the privilege contained herein, Concessionaire agrees to make the following payments to the City:

A. Flat Annual Fee. The sum of \$6,000.00 payable in quarterly installments of \$1,500.00 each, the first quarterly installment being due and payable on January 1, 2016, and the others quarterly on the 1st day of April, July, October, and January of each year until the term expires.

B. Place of Payment. All payments to City shall be made at: City of San Angelo Water Utilities Department, 702 S. Chadbourne St., San Angelo, Texas 76903, or at such other place as City may from time to time designate by written notice to Concessionaire.

C. Delinquent Payments. For any payments not made on or before the 10th day of the month that the payment becomes due, Concessionaire agrees to pay a late fee as allowed by Appendix A, Article 6 of the City of San Angelo Code of Ordinances.

D. Prorated Credit. City shall grant Concessionaire a prorated credit calculated as a percentage of the annual flat fee paid for any particular year. This prorated credit will be given on January 1st of each year for the previous year in which there are days the level of Lake Nasworthy at the inlet dropped below elevation 1868.5 feet, as determined by the City: Flat Annual Fee x [number of days inlet water elevation was below 1868.5 ÷ 365] = credit amount.

5. Special Conditions. Concessionaire agrees to the following conditions and agrees it will abide by the same during the term of this Agreement:

A. Maintenance. All boats, equipment, docks, parking areas, and other facilities associated with Concessionaire's operations, will be continuously maintained at Concessionaire's sole expense in good, safe operating order, free from discoverable defects and in clean, neat and attractive condition, inside and outside.

B. Sanitation. The premises will be kept in a safe, clean and orderly condition at all times in compliance with applicable federal, state and local laws and regulations. The premises will be cleaned after each day's operation, and all refuse will be removed daily.

C. Improvements/Equipment. The Concessionaire shall furnish and install, at its own expense, improvements and equipment at the concession site. The Concessionaire shall first secure written approval from the City before installation or construction is commenced on any improvement or equipment. Portable equipment, supplies and materials shall remain the property of the Concessionaire and subject to applicable taxation. Permanent improvements and equipment, such as, but not limited to, fencing, piers, docks and buildings, permanently attached to the premises so that they may not be removed without damage, shall become the property of the City upon installation, shall not be taxable to the Concessionaire, and shall not be removed by the Concessionaire upon termination of this Agreement. Concessionaire shall be responsible for the continuous maintenance of any such permanent improvement during the term of this Agreement.

D. Signs. Concessionaire may post in a conspicuous place on the premises signs relating to its ticket prices and other charges. No other advertising signs are permitted at the concession site without the prior written consent of the City. All signs must comply with City sign ordinances.

E. Service. Concessionaire shall furnish good, prompt and efficient service on a fair and reasonable basis. Concessionaire shall maintain competent and sufficient personnel, neatly clothed, on duty during all hours of operation as reasonably necessary to accommodate the public. The City reserves the right to require all personnel to be identified by conspicuous badge or other marking on clothing while on the premises or while on duty.

F. Restrictions/Laws. The City may prohibit concession activities and may require the removal of boats from the concession site at certain times or in certain areas due to events then occurring or about to occur in the vicinity of the concession area. The City shall not unreasonably impose such restrictions. The City's decision to impose any such restriction or the timing and duration of such, shall be in the sole discretion of the City. The Concessionaire shall comply with all such restrictions, applicable rules, regulations and laws of the United States, the State of Texas, and the City, and shall use the premises for no unlawful purposes whatsoever. Concessionaire and his patrons shall be subject to payment of applicable entrance fees. Concessionaire shall ensure that patron parking and boarding do not unreasonably interfere with public use of roads or parking areas, or public access to park grounds.

G. Delivery of Supplies. The Concessionaire shall arrange for the delivery of supplies used by it at the concession area at times and in a manner so that such deliveries do not create congestion or an undue interference with the regular operation and maintenance of the area.

H. Fencing of Tract 2. Concessionaire shall, at his sole cost and expense, construct a minimum six (6) foot opaque fence around that portion of Tract 2 depicted on Exhibit A. Concessionaire shall first secure written approval from the City before construction of the fence is commenced. Concessionaire shall construct and maintain the fence in accordance with all applicable City ordinances. Construction of the fence shall be completed no later than thirty (30) days after execution of this Agreement.

6. General Conditions. The parties agree to the following general conditions:

A. Indemnification and Insurance. Concessionaire agrees to the indemnification and insurance provisions specified on Exhibit "B" which is attached hereto and incorporated herein as part of this Agreement.

B. Reversion of Unused Area. In the event that Concessionaire shall fail to utilize any part of the concession area on a regular basis for a continuous period of six (6) months or more, said part, which could include all of the concession area, shall be deemed to have been abandoned by the Concessionaire, and the use thereof shall revert to

the City, whereupon Concessionaire shall be deemed to have relinquished all right to possession or use of that part or all of the concession area.

C. Default and Termination. If Concessionaire shall default in performance of any of the covenants and conditions required herein to be kept and performed by Concessionaire, and such default continues for a period of ten (10) days after written notice describing the default is delivered to Concessionaire, City shall have the right to terminate this Agreement upon thirty (30) days written notice of termination. Any termination of this Agreement arising from Concessionaire's default shall not relieve Concessionaire from the payment of any sum or sums that are due and payable to City under this Agreement, or any claim for damages then or thereafter accruing against Concessionaire under this Agreement. Any such termination shall not prevent City 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 Concessionaire for any default under this Agreement.

D. Waiver of Default. The acceptance of monies due the City for any period or periods after a default of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of the default by the City. No waiver of default by the City of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the Concessionaire shall be construed to be a waiver or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Concessionaire.

E. Cumulative Rights. All rights, options, and remedies of City contained in this Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided at law or in equity, whether or not stated in this Agreement. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this Agreement 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 Agreement. In the event of the breach of any of the covenants, conditions or obligations contained herein by the Concessionaire, or if it becomes necessary for the City to employ attorneys to enforce its rights accruing as a result of such default, Concessionaire agrees to pay City reasonable attorneys' fees and all costs of court and expenses incurred as a result thereof.

F. Surrender of Premises. Upon termination of this Agreement, Concessionaire shall peacefully deliver the use and possession of the premises in good order, condition and repair, reasonable wear and tear excepted. Within thirty (30) days of the effective date of termination of this Agreement, Concessionaire shall surrender possession of the Concession Area and Premises, and all equipment and improvements made, furnished, or owned by the City. Concessionaire hereby authorizes City, in its sole discretion, to cause the removal of Concessionaire's personal property left on the Premises at Concessionaire's expense. All improvements and equipment installed by Concessionaire and all additional items of personal property remaining in or on the premises after the

expiration of thirty (30) days following the expiration or termination of this Agreement shall be deemed abandoned by Concessionaire and shall automatically become the property of City.

G. Delivery of Premises. Upon termination of this Agreement, Concessionaire shall peacefully deliver the use and possession of the premises in good order, condition and repair, reasonable wear and tear excepted.

H. Relationship of Parties. It is understood and agreed that nothing herein contained shall be construed as creating or establishing a relationship of agency, partnership or joint venture between the parties hereto, or as appointing or designating the Concessionaire as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Concessionaire is to be and shall remain at all times with respect to this Agreement an independent contractor.

I. No Waiver. Failure of City to insist in any instance upon a strict performance by Concessionaire of any of the provisions, conditions or terms of this Agreement shall not be considered as a waiver or relinquishment thereof for the future. No waiver by Lessor of any of the provisions, conditions or terms of this Agreement shall be deemed to have been made in any instance unless expressed in the form of a resolution by the City Council.

J. Invalid or Illegal Provision. If any one or more provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the Agreement, which will be construed as if it had not included the invalid, illegal or unenforceable provision.

K. Paragraph Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provision of this Agreement.

L. Notices. Any notices given to the parties shall be sufficient upon personal delivery or if sent by certified mail to the following addresses:

City: City of San Angelo
Attn: Parks & Recreation Director 702 S. Chadbourne St.
San Angelo, TX 76903

Concessionaire: Wayne Nickell
P.O. Box 60014
San Angelo, Texas 76906

M. Amendment. No amendment, modification or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and fully executed by the parties hereto or their respective successors or legal representatives.

N. No Assignment. This Agreement shall not be assigned or sublet without prior written approval of the City.

O. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas, where venue shall lie.

P. Entire Agreement. This Agreement constitutes and contains the entire agreement between the parties hereto. Any oral representations or modifications hereinbefore or hereinafter made concerning this Agreement shall be of no force and effect, provided however; the Agreement may be amended by the parties hereto as provided herein.

Q. Survival. The provisions of this Agreement, which by their nature extend beyond the expiration or termination of the Agreement, will survive expiration or termination of the Agreement.

R. Disclaimer of Warranties. ALL WARRANTIES THAT MAY ARISE IN COMMON LAW ARE EXCLUDED. CITY 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. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS WRITTEN LEASE AGREEMENT.

S. No Encumbrances. Concessionaire shall not have the right to encumber the Premises leased under this Agreement.

Executed in duplicate originals on this ____ day of _____, 2016.

CITY OF SAN ANGELO

By: _____
Daniel Valenzuela, City Manager

ATTEST:

By: _____
Bryan Kendrick, City Clerk

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 2016,
by Daniel Valenzuela, City Manager of the CITY OF SAN ANGELO, a Texas home rule
municipal corporation, on behalf of said corporation.

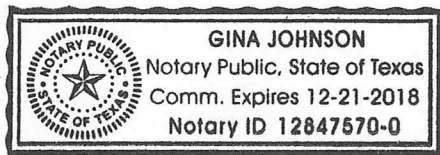
Notary Public, State of Texas

CONCESSIONAIRE

By: Wayne Nickell
Wayne Nickell

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 3rd day of February, 2016,
by Wayne Nickell dba Concho Cruises.



Gina Johnson
Notary Public, State of Texas

Approved as to form:

Approved as to content:

By: _____
Brandon Dyson, Assistant City Attorney

By: _____
Carl White, Director of Parks & Recreation

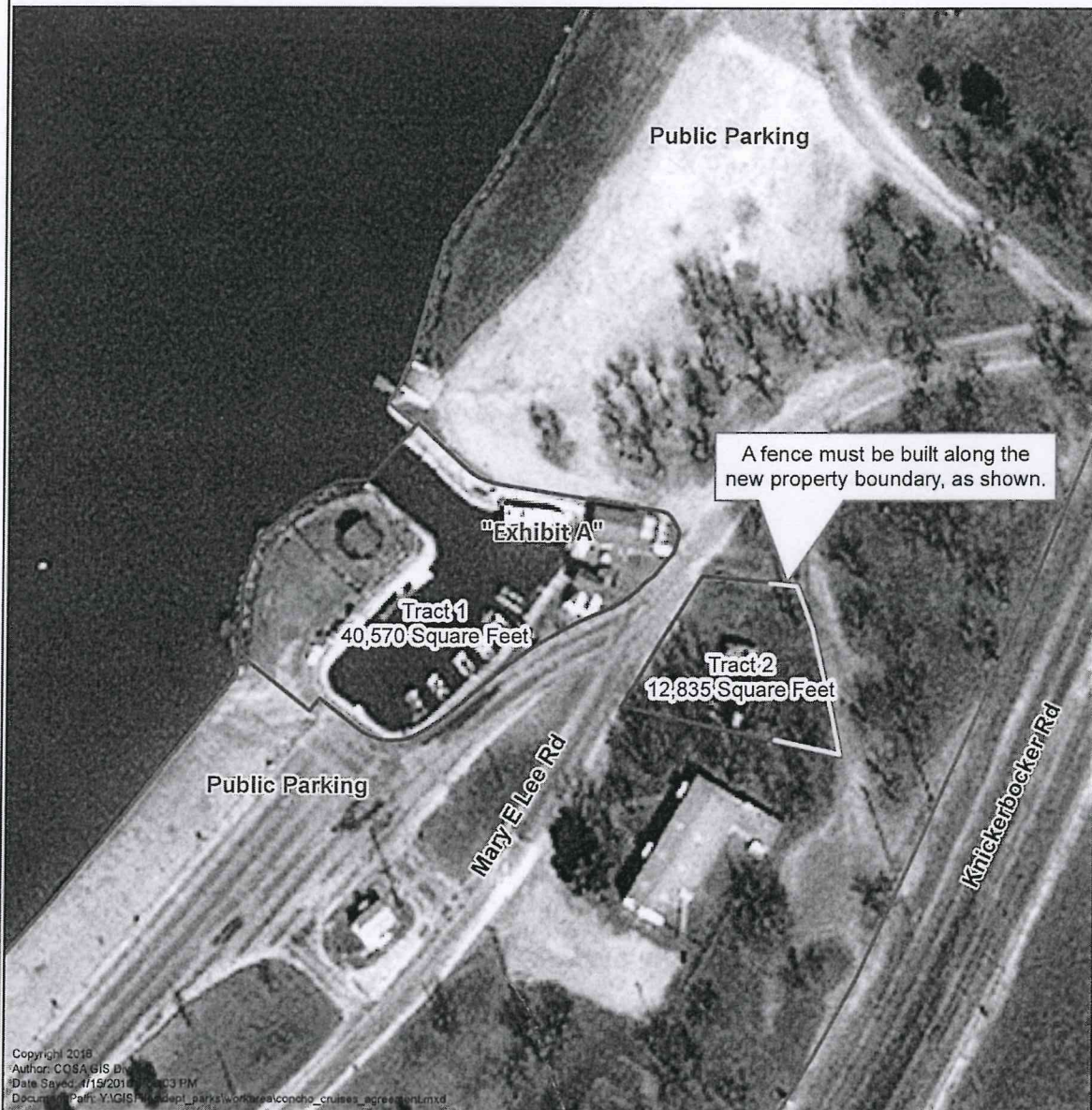
EXHIBIT "A"

TRACT 1: A 40,570 square foot tract, more or less, in Mary E. Lee Park with its Northeastern boundary line being adjacent to a designated public parking area, its Southeastern boundary line running parallel to Mary E. Lee Road, its Southwestern boundary line being adjacent to a public parking area that extends toward the shoreline of Lake Nasworthy, and its Northwestern boundary line being the shoreline of Lake Nasworthy (known commonly by municipal address as 2138 Mary E. Lee Rd., San Angelo, Texas 76904).

TRACT 2: A 12,835 square foot tract, more or less, in Mary E. Lee Park being East-southeast of Tract 1 above, with its Northern boundary line beginning at a point on Mary E. Lee Road and extending East toward Knickerbocker Road, its Eastern boundary line facing Knickerbocker Road, its Southern boundary line being adjacent to the Concho Bass Club, Inc., and its Western boundary line running parallel with Mary E. Lee Road.

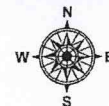
Exhibit "A" Continued on next page.

Lake Nasworthy Cruise Boat Concession Agreement "Exhibit A"



GIS Division

- concho_cruises_fenceline
- concho_cruises
- Ownership Parcels



1 inch = 100 feet

EXHIBIT "B"

1. Indemnification.

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

1.2 Environmental Indemnification. Contractor 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 Contractor's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Contractor'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. Contractor 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 Contractor regardless of when such incident is discovered. Contractor shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Contractor 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.

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

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor 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 Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.1.4 Certificates of Insurance. Before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required 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, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alternations shall be furnished to City's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.

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

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

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

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

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products- Completed Operations Aggregate
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	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 Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$1,000,000.00	Combined Single Limit or Separate Limits in the amount of
\$250,000.00	Per person
\$500,000.00	Per Occurrence
\$100,000.00	Property Damage

2.2.3 Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's liability. Coverage shall not be less than:

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

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

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

2.2.7 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

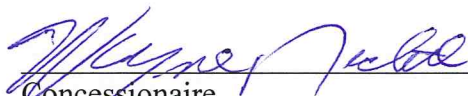
2.2.8 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired.

\$1,000,000.00 Per loss
\$1,000,000.00 Annual aggregate

"CITY" can also be known as "Lessor" "CONTRACTOR" can also be known as "Concessionaire"

"CONTRACT" can also be known as "Agreement" or "Contract"

"PREMISES" can also be known as "Contracted Premises", "Concession Area", or "Premises"


Concessionaire

City

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Approve and ratify the City of San Angelo Development Corporation's approval of the negotiation and execution of a real estate sales contract for the sale of approximately 12 acres of land at the San Angelo Business & Industrial Park to Warren Real Estate Holdings, Inc. at a price of \$25,000 per acre (R.Peña)

Summary/History:

Warren Real Estate Holdings, Inc. has made an offer on approximately 12 acres of land at the northeast corner of Loop 306 and FM 380, in the San Angelo Business & Industrial Park, the exact size and configuration to be determined by a survey on the ground at a sales price of \$25,000 per acre. The sales price includes the availability of all utilities to the property. Currently there is no sewer or gas available to the property.

Financial Impact:

Estimated \$125,000 net gain to COSADC after utilities extension costs. The estimated cost of providing sewer is \$110,000 and the estimated cost of providing gas is \$54,000. A portion of the cost of extending the gas main will be reimbursable as this and other properties connect to the main. The sewer cost is a construction estimate. The proposed sewer main will serve this as well as several other properties in Phase 1 of the Park which currently have no sewer service. In addition, the sewer will require approximately \$11,000 in engineering design costs.

Other Information/Recommendation:

Attachments:

1. Warren RE Holdings, Inc. Contract

R_E Contract.pdf

Presentation:

Approvals/Reviews:

Schneeman, Robert
Pena, Roland
James, Theresa
Carriger, Tina
James, Theresa
Dunn, Becky
Kendrick, Bryan

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

Real Estate Sales Contract

This Contract to buy and sell real property ("Contract") is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as Parties to this Contract and by Title Company (as hereinafter defined) to acknowledge receipt of the Earnest Money(as hereinafter defined). Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in Section A.1. for this Contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller(s): CITY OF SAN ANGELO DEVELOPMENT CORPORATION

Address: 69 North Chadbourne, San Angelo, Tom Green County, Texas 76903

Phone: (325) ____ - ____ Fax: (325) ____ - ____

Type of entity: a Texas nonprofit economic development corporation organized pursuant to the Texas Development Corporation Act

Buyer: WARREN REAL ESTATE HOLDINGS, INC.

Address: Post Office Box 60758, Midland, Texas 79711-0758

Phone: (432) 571-8400 Fax: (432) 577-4113

Buyer's Attorney: Brandon L. Weatherly, P.O. Box 60758, Midland, Texas 79711-0758. Ofc. Telephone: 432-571-8400.

Property: An area of 12 acres more or less located in the southwest portion of Block 1, San Angelo Gateway addition Section 1, City of San Angelo, Tom Green County, Texas. The exact location, metes and bounds description, access to public right-of-way and perimeter of such Land is to be as agreed to by the Parties and surveyed by a Surveyor selected by Buyer at Buyer's expense on or prior to the expiration of the Inspection Period.

Title Company: First Title Company
Address: 4 S Koenigheim, San Angelo, Texas 76903
Phone: (325) 653-1421 Fax: (325) _____

Purchase Price: \$12 acres at \$25,000/acre = \$300,000.

Cash portion: \$300,000.

Earnest Money: \$ 22,500.

Surveyor: To be retained by Buyer

Survey Category:

County for Performance: Tom Green County, Texas

A. Deadlines For Performance and Other Dates

All deadlines for performance required in this Contract expire at 5:00 p.m. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence for performance of the terms of this Contract.

1. Earnest Money Deadline: Three (3) days after execution by Seller.
2. Delivery of Title Commitment and copies of restrictive covenants and all recorded documents referred to in Title Commitment: Thirty-five (35) days after Effective Date.
3. Delivery of Buyer's Survey (if applicable): Thirty-five (35) days after Effective Date.
4. Delivery of Title Objections: Fourteen (14) days after delivery of Title Commitment, survey, and legible copies of instruments referenced in them.
5. Delivery of Sellers Cure Notice: Seven (7) days after delivery of Title Objections.
6. Buyers notice of acceptance of Sellers Cure Notice or Notice of Termination of Contract: earlier of Seven (7) days after: (a) deadline for Seller to provide Cure Notice or (b) delivery of Seller's Cure Notice not agreeing to cure all the Title Objections
7. End of Inspection Period: Ninety (90) days after the Effective Date.
8. Closing Date: on or before one hundred twenty (120) days after the Effective Date or at such time, date, and place as Seller and Buyer may agree upon.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - a. Special Warranty Deed: (1) with reservation of all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property, with the provision that Seller shall not extract any oil, gas, or other minerals by open pit strip mining, or other surface removal methods except as may be done from adjacent property; and (2) excepting from this conveyance all of the groundwater from said Property, and expressly reserving unto Grantor and Grantor's successors and assigns forever all of the water rights associated with the Property, including the exclusive right of drilling, producing, saving, storing, transporting, selling, leasing and owning groundwater from the Property.
 - b. IRS Non-foreign person affidavit.
 - c. Satisfactory evidence of Seller's authority to close this transaction.
 - d. Possession of the Property, subject only to the Permitted Exceptions (as hereinafter defined)
 - e. A seller's affidavit or similar certification as may be reasonably required by the Title Company to issue the Owner's Title Policy (hereinafter defined) with the standard printed exception as to parties in possession, unrecorded liens, and similar matters deleted therefrom.

- f. Such assignments and other documents, certificates and reliance letters as Buyer may reasonably require in order to fully and completely transfer the Property to Buyer and transfer and assign to Buyer all of Seller's right, title, and interest in and to all documents and contracts related thereto.
 - g. A certificate of Seller to Buyer stating that all representations and warranties made by Seller to Buyer in this Contract are true and correct on and as of the Closing Date as if restated in full on and as of Closing Date.
 - h. Such other documents (including a closing statement) as may be reasonably required to close this transaction and to permit the Title Company to issue the Owner's Title Policy.
2. At closing, Buyer will deliver the following items:
- a. Balance of Purchase Price; and
 - b. Evidence of Buyer's authority to close this transaction.

The documents listed in this Section B are collectively known as the "Closing Documents".

C. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A—Representations;

Exhibit B—Notices, Statements, and Certificates;

Exhibit C – Seller's Records; and

Exhibit D – Insurance requirements

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer subject to the terms and conditions herein and the reservations and exceptions to conveyance in the Special Warranty Deed, and Buyer agrees to purchase the Property for the Purchase Price and on the terms provided for herein.

E. Interest on Earnest Money

Title Company shall not be required to invest the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Survey

Buyer, at Buyer's option and expense, may commission a survey of the Property if Buyer determines such is necessary or desirable. Buyer's notice to seller of objections to matters relating to the survey, if any, shall be made in the same manner and are due at the same time as Buyer's notice of title objections under Section A, "Deadlines for Performance and Other Dates."

G. Title and Survey

1. *Review of Title.* Pursuant to the requirements of the Texas Real Estate License Act (Tex. Oc. Code Sec. 1101.555), Buyer is advised that Buyer should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title

insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Buyer and Title Company to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer and legible copies of the instruments referenced in the Title Commitment by the deadline stated in Section A.2. Buyer shall deliver a copy of any survey commissioned by Buyer at the time of delivery of any title objections.

5. *Title Objections.* Buyer has until the deadline stated in Section A.4. ("Title Objection Deadline") to review the Title Commitment, Survey, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has seven (7) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within the earlier of seven (7) days after: (a) the deadline for the giving of Seller's Cure Notice or (b) delivery of Seller's Cure Notice not agreeing to cure all the Title Objections, notify Seller that either this Contract is terminated (in which event the Earnest Money will be promptly returned to Buyer) or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

H. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in Section A.

2. *Entry Onto the Property.* Seller agrees that Buyer and Buyer's employees, agents, representatives, contractors, architects, engineers and consultants shall have the right and license to enter upon the Premises from the Effective Date of this Contract until the close of the Inspection Period (as such Inspection Period may be extended), for the sole purposes of: (a) conducting any tests, surveys, environmental studies, investigations or analyses as Buyer deems appropriate on the following conditions:

- a. In advance of entry upon the Premises, Buyer and Buyer's agents, representatives, contractors, architects, engineers or consultants, as applicable, must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are currently required by Seller and City of San

Angelo Office of Risk Management as described on **Exhibit "D"**, attached and made a part hereof;

- b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- c. If the Property is physically altered because of Buyer's inspections, and Buyer fails to close the purchase of the Property, Buyer must return the Property to its pre-inspection condition promptly after the termination of this Contract (This provision shall survive termination of this Contract and closing);
- d. Buyer must deliver to Seller copies of all inspection reports, other than those subject to the attorney-client privilege or reports containing economic analysis relating to the Property, that Buyer prepares or receives from third parties, consultants or contractors within the earlier of three (3) days after their receipt or preparation. Contract (this provision shall survive termination of this Contract and closing);
- e. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Environmental Assessment.* Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

4. **INDEMNITY. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, FINES, CAUSES-OF-ACTION, DEFICIENCIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER LITIGATION EXPENSES) (COLLECTIVELY, "LOSSES") SUFFERED OR INCURRED BY SELLER SOLELY AS A RESULT OF THE ENTRY UPON THE PREMISES BY BUYER OR BUYER'S EMPLOYEES, AGENTS OR CONTRACTORS, AS PERMITTED BY SELLER PURSUANT TO THE PROVISIONS OF THIS CONTRACT, EXCEPT THOSE LOSSES ARISING OUT OF THE ACTS OR OMISSIONS OF SELLER AND THOSE FOR THE REPAIR OR REMEDIATION OF EXISTING CONDITIONS DISCOVERED BY BUYER'S INSPECTION. THE OBLIGATIONS OF BUYER UNDER THIS PROVISION WILL SURVIVE TERMINATION OF THIS CONTRACT AND CLOSING.**

5. *Brokerage Fees.* Buyer shall be responsible for all brokerage fees incurred by Buyer, if any, and shall hold Seller harmless from the payment thereof. This provision shall survive termination of this Contract and closing.

6. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason whatsoever, in its sole discretion, by delivering notice of termination to Seller before the end of the Inspection Period (as such Inspection Period may be extended) and thereafter neither party shall have any rights or liabilities under this Contract, except for those matters contained in this Contract that expressly survive the termination of this Contract and the Earnest Money will be promptly returned to Buyer. If Buyer does not deliver notice to Seller of Buyer's termination of the Contract before the end of the Inspection Period (as such Inspection Period may be extended), Buyer waives the right to terminate this Contract pursuant to this provision.

7. *Buyer's Release of Seller.* Buyer hereby releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Premises, except for any claims arising out of the negligence or willful misconduct of Seller or any person acting on Seller's behalf. The obligations of

Buyer under this provision will survive termination of this Contract and closing.

I. Representations

The representations from Seller to Buyer set forth in Exhibit A, attached hereto and made a part hereof for all purposes, are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

J. Condition of the Property until Closing; Cooperation;

1. *Maintenance.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all agreements and governmental regulations affecting the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract in the event of any casualty damage to the Property by giving notice to Seller with fifteen days after receipt of Seller's notice of the casualty damage (provided that the Closing Date will be extended as necessary to give Buyer fifteen days to respond). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, and (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the reasonable cost to repair the casualty damage. If Buyer elects to terminate this Contract, the Parties shall have no further right or obligation hereunder, except as otherwise provided in this Contract, and the Earnest Money shall be returned to Buyer.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation (excluding any award relating to adjoining or other property owned by Seller) will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken and (d) no change in the Purchase Price will be made.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing, (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **DISCLAIMER OF WARRANTIES.** THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR

IMPLIED WARRANTIES EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN AND BUYER'S AGENT(S) INSPECTIONS AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. SUBJECT TO THE FOREGOING REPRESENTATIONS AND WARRANTIES, THE PROPERTY WILL BE CONVEYED TO PURCHASER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

7. Seller shall, at its sole cost and expense, design and extend electric, water, gas and sewer utilities to the property line of the Land or within utility easements or road right-of-ways adjacent to a property line of the Land, the utility to be located as as Buyer and Seller reasonably agree.

K. Termination

1. Disposition of Earnest Money after Termination

- a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to pay and deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer shall promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract or that expressly survive termination of this Contract.

L. Closing

1. *Closing.* This transaction will close at Title Company's offices on or before the Closing Date. At closing, the following will occur:

- a. *Closing Documents; Title Company Documents.* The Parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the Special Warranty Deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions.
- d. *Delivery of Seller's Records.* Seller will deliver to Buyer the originals or certified copies of Seller's Records specified in **Exhibit C**.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the terms of this Contract, Permitted Exceptions existing at closing and any liens and security interests created at closing to secure financing for the Purchase Price.

2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to obtain certificates or reports of ad valorem taxes; and any costs expressly required to be paid by Seller in this Contract; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay: one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs of any endorsements or modifications of the Title Policy requested by Buyer; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this Contract; and Buyer's attorney's fees and expenses.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to Section 23.55 thereof entitled "Change of Use of Land", and Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- d. *Post closing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- e. *Buyer's Brokers Commissions.* BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, AND

COURT AND OTHER COSTS ARISING OUT OF A CLAIM BY ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER THE BUYER FOR A BROKER'S OR FINDER'S FEE OR COMMISSION BECAUSE OF THIS TRANSACTION OR THIS CONTRACT, WHETHER THE CLAIMANT IS DISCLOSED TO THE SELLER OR NOT. AT CLOSING, BUYER WILL PROVIDE SELLER WITH A RELEASE OF BROKER'S OR APPRAISER'S LIENS FROM ALL BROKERS OR APPRAISERS FOR WHICH BUYER WAS RESPONSIBLE.

3. *Issuance of Title Policy.* Seller will cooperate with the Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

M. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract and fails to cure such default after notice as herein provided or any of Seller's representations or warranties made under this Agreement are false or misleading in any material respect Buyer may (1) elect to terminate this Contract by giving notice to Seller on or before the Closing Date and have that portion of the Earnest Money to which Buyer would be entitled under Section K. 1.a. returned to Buyer; or (2) on condition that Buyer not then be in default of any of Buyer's obligations under this Contract, pursue any and all rights and remedies available at law or in equity including without limitation, a suit against Seller for the specific performance of Seller's obligations hereunder.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract and fails to cure such default after receiving notice as herein provided ("Buyer's Default"), Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and have all of the Earnest Money disbursed by Title Company to Seller which shall be its sole and exclusive remedy.

3. [INTENTIONALLY OMITTED]

4. *Attorney's Fees.* If either party employs an attorney, including an attorney who is a regular employee of Buyer, to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

N. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) on the third day after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the Parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the Parties.

4. *Assignment.* Buyer may not assign this Contract or any of Buyer's rights under it without

Seller's prior written consent. This Contract binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree that venue for resolution of any contract dispute shall lie exclusively in the state courts in Tom Green County, Texas.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The terms of this Contract are the result of negotiation between the Parties. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The Parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

13. *Binding Effect.* This Contract binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

14. Seller will cooperate with any application of Buyer to the appropriate permitting agency (city, county, state or federal) for permit necessary for satisfactory access points to all roadways adjacent to Property.

15. Seller will cooperate with any application of Buyer to the Texas Commission on Environmental Quality for an Innocent Owner/Operator Certificate through the Innocent Owner/Operator Program to Buyer after closing.

O. Conditions Precedent

1. As of the Closing Date, there is no condition applicable to the Property that materially differs from that which existed on the last day of the Inspection Period.

2. All of the representations and warranties of Seller contained in Section I. hereof shall be true and correct on the Closing Date.

3. Seller shall have performed all of the obligations, covenants (including those set forth in Section J hereof) and deliveries required of Seller hereunder.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the parties on the day and year indicated below each signature.

SELLER:
CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____
John Bariou, Jr., President

Date: _____

BUYER: WARREN REAL ESTATE HOLDINGS, INC.

By: _____
James C. Nelson, President

Date: _____

First Title Company acknowledges receipt of Earnest Money in the amount of \$22,500.00 and a copy of this Contract executed by both Buyer and Seller.

By: _____

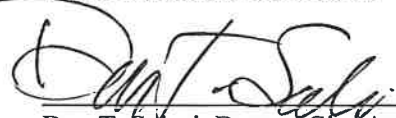
Title: _____

Date: _____

APPROVED AS TO CONTENT

Robert Schneeman, Economic
Development Coordinator

APPROVED AS TO FORM



Dan T. Saluri, Deputy City Attorney

Exhibit A

Representations

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Litigation.* Seller has not received notice of litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract.

2. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

3. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

4. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property. Furthermore, Seller represents:

- a. that the Property is not subject to investigation by any governmental agencies under any laws pertaining to health, safety or the environment;
- b. that Seller is not on notice of any pending lawsuits or administrative proceedings by third Parties or governmental agencies involving health, safety or environmental matters with respect to the Property;
- c. that to Seller's information and belief the uses and operations conducted on the Property have not involved the treatment, storage, disposal, incineration or recycling of hazardous substances or solid wastes;
- d. that to Seller's information and belief hazardous substances or solid wastes have not been treated, stored, disposed of, incinerated or recycled at or on the Property;
- e. that to Seller's information and belief the Property has not been used for industrial or commercial operations involving hazardous substances or solid wastes;
- f. to Seller's information and belief that hazardous substances or solid wastes have not been spilled, disposed of, discharged or released on or in the Property;
- g. to Seller's information and belief that there are no aboveground or underground hazardous substance storage tanks on the Property;

5. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

6. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens (except for mechanic and materialman's liens for work done at request of Buyers in

possession, if any) and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other lien against the Property other than work or materials to which Buyer has given its consent.

7. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in **Exhibit B**, Seller makes no representation with respect to the Property.

[End of Exhibit A]

Exhibit B

Notices, Statements, and Certificates

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

[End of Exhibit B]

Exhibit C

Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in Section A:

Governmental

Governmental licenses, certificates, permits, and approvals; ad valorem tax statements for the current year and the last 2 years; notices of appraised value for the current year and the last 2 years; records of regulatory proceedings or violations (for example, condemnation, environmental); notices from the governing municipality

Land

Soil reports

Environmental reports

Water rights conveyances

Engineering reports

Prior surveys

Site plans

Any title report or title insurance or insurance commitment in possession of Seller

Any easements or rights-of-way benefitting or burdening the Land

Floor maps

Geotechnical reports

Topographical contour maps

Aerial photographs

Tax parcel maps

Wetlands studies

Leases and service contracts in effect with respect to the Property

EXHIBIT "D"
SPECIAL INSURANCE RIDER

1. **INSURANCE:** In advance of entry upon the Premises, Buyer and Buyer's agents representatives, contractors, architects, engineers or consultants, as applicable, (hereinafter collectively "Buyer"), must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are currently required by Seller and City of San Angelo Office of Risk Management as described below. All insurance required herein shall be drawn in the name of Buyer, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds to the extent of Buyer's indemnity obligations under the Agreement, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the Inspection Period without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance and endorsements shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to Buyer's entry upon the premises.

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

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

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Buyer and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Buyer's employees) and damage to property of City or others arising out of the act or omission of Buyer or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Buyer 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. Coverage limits shall not be less than:

\$1,000,000.00	General Aggregate
\$1,000,000.00	Products – Completed Operations

\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

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

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

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

Statutory Amount	Workers' Compensation
\$ 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

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Approve and ratify the City of San Angelo Development Corporation's authorization of the negotiation and execution of an Economic Development Performance Agreement with the City of San Angelo and Ranger Aviation Enterprises, Inc., in an amount up to \$240,000 (R.Peña)

Summary/History:

On January 27, the COSADC Board unanimously approved (7-0) on the negotiation and execution of an economic development performance agreement with the City of San Angelo and Ranger Aviation Enterprises Inc. The agreement identifies a project to fund the repair and replacement of a fire suppression system that includes an automatic fire sprinkler system and five alarm equipment at the City owned paint hanger. The system improvements will assist Ranger Aviation Enterprises in expanding the strip and paint services. The repairs to the fire suppression system allows the hanger facility to meet City fire code and Homeland Security requirements.

This project is considered to be a BREP (Business Retention and Expansion) Project. Ranger Aviation Enterprises, Inc. currently employs approximately 24 personnel in several locations at the City Airport. With the repairs Ranger Aviation will be eligible to bid on new federal projects retaining 12 employees at the paint hanger with the potential to add new jobs.

Financial Impact:

The financial impact to the BREP budget is \$240,000. No budget amendment is required.

Other Information/Recommendation:

The project meets the Type B sales tax NAICS code requirements. Staff recommends approval.

Attachments:

1. Ranger Aviation Enterprises, Inc. 16-194_COSADC_RANGER_CITY_DEVELOP_FINANCE_AGREE.docx

Presentation:

N/a

Approvals/Reviews:

Pena, Roland	Created/Initiated
Pena, Roland	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Steve Mild, Emergency Management Coordinator, Emergency Management, 325-657-4230

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consider adopting a resolution authorizing the San Angelo Office of Emergency Management to apply to the Homeland Security Grants Division of the Governor's Office for a grant in the amount of \$16,000 (no city match required) to purchase 10 new laptop computers for the Emergency Operations Center (S.Mild)

Summary/History:

This is an annually recurring grant that is passed down from the State to the Councils of Government throughout the state. Each COG is allotted a certain amount of money each year under the HSGP program, and that money is to be divided out appropriately among all eligible counties within the COG. Each jurisdiction must submit their request for what they want funded under the grant. The COG Emergency Management Planning Advisory Council (EPAC) then rates each project per a template recommended by the state. Once these recommendations are finalized, the EPAC votes on which ones are to be funded. If the City of San Angelo's project to purchase the 10 new laptops is approved, we will have until February 29th to complete our application and submit it to the State through the COG.

Financial Impact:

This grant is in the amount of \$16,000.00, and requires no match.

Other Information/Recommendation:

staff recommends approval.

Attachments:

1. Resolution City Council resolution.docx

Presentation:

none

Approvals/Reviews:

Mild, Steve	Created/Initiated
Dunn, Brian	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

**A RESOLUTION BY THE SAN ANGELO CITY COUNCIL
AUTHORIZING THE CITY OF SAN ANGELO EMERGENCY
MANAGEMENT COORDINATOR TO APPLY FOR AND ACCEPT A
SUBRECIPIENT GRANT AWARD UNDER THE HOMELAND
SECURITY GRANT PROGRAM FROM THE HOMELAND SECURITY
GRANTS DIVISION OF THE GOVERNOR'S OFFICE IN THE SUM OF
\$16,000, WHICH GRANT DOES NOT REQUIRE MATCHING FUNDS.**

WHEREAS, the Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting applications for projects that support local efforts to prevent terrorism and other catastrophic events and prepare for threats and hazards that pose the greater risk to the security of Texas citizens; and

WHEREAS, the Office of Emergency Management serves the City of San Angelo and provides emergency management services in cooperation with county, state and federal agencies that assist the City and Tom Green County to be prepared for any disaster, helping to facilitate the resources necessary for first responders.

WHEREAS, the Emergency Management Center would like to replace certain laptop computers and related equipment that are utilized by the Office of Emergency Management to provide emergency management services to the City and Tom Green County; and,

WHEREAS, HSGD grant funds will assist the Office of Emergency Management in acquiring ten laptop computers and related equipment necessary for the provision of emergency management services;

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

The Emergency Management Coordinator for the City of San Angelo is hereby directed and authorized to apply for and accept on behalf of the City of San Angelo a subrecipient grant award under the federal Homeland Security Grant Program from the Homeland Security Grants Division of the Governor's Office in the sum of SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00) for purposes of purchasing laptop computers and related equipment for use by the Emergency Management Office. The Emergency Management Coordinator is hereby authorized to execute such applications and related documents as may be necessary or convenient for the grant

application and acceptance of the award which does not require matching funds.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Steve Mild, Emergency Management Coordinator

Dan T. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consider declaring 1923 N. Chadbourne surplus property and disposing of said surplus property under published RFB RE-05-16 for the highest sealed bid, being \$36,100, submitted by Miguel Duran (C.Preas)

Summary/History:

The City acquired Lots 9 & 10, Block 32, Lakser's Addition, on August 4, 1927. The property was used as fire station six until the fire station was relocated. In 1977 the property was leased to San Angelo Children's Emergency Shelter (later known as Concho Valley Home for Girls/Children's Emergency Shelter). The lease ended in 2015 and since that time the property has remained vacant.

The property was offered for the highest sealed bid (minimum bid \$55,000) under RFB RE-01-16, no bids were received. The property was rebid for the highest sealed bid (no minimum) under RFB RE-05-16. One offer was received on the property, that being \$36,100, submitted by Miguel Duran.

Financial Impact:

No cost to the City.

Sale price (\$36,100) will be used for Fire Department's capital projects.

The property will be placed on the tax rolls.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|------------------------|----------------------------|
| 1. | RFB RE-05-16 Bid Sheet | RFB RE-05-16 Bid Sheet.pdf |
|----|------------------------|----------------------------|

Presentation:

Approvals/Reviews:

Preas, Cynthia	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval



CITY OF SAN ANGELO
Bid Sheet
RE-05-16/REBID 1923 N. Chadbourne St.

Due Date: January 28, 2016/ 2:00p.m. Local Time

Earnest Money	\$1,000.00
Minimum Bid	N/A

Bidders:

Name	Bid Amount
Miguel Duran	\$36,100.00

Bidders List:

Name	City	State	Response
Candice Sage	San Angelo	TX	
Daniel Chaput	San Angelo	TX	
Dusty Thompson	San Angelo	TX	
Gary Donaldson	San Angelo	TX	
Kate Heartsill	San Angelo	TX	
Miguel Duran	San Angelo	TX	
Mr. Art Goetz	San Angelo	TX	
Mr. Chris Cain	San Angelo	TX	
Mr. Cisco Guzman	San Angelo	TX	
Mr. Kenneth Barrows	San Angelo	TX	
Mr. Marshal Gray	San Angelo	TX	No Bid
Mr. Richard Salmon	San Angelo	TX	
Salil K. Sen	Katy	TX	
Shawn Davis	Sweetwater	TX	
Teri Covert	San Angelo	TX	
Tom Cameron	San Angelo	TX	
San Angelo Realtors Association	San Angelo	TX	No Bid
Bo Briley	Miles	TX	
Ignacio Soto	San Angelo	TX	
Ms. Mary Jane Steadman	email		
Rick Weise	email		
Michael Dane	email		
Brandon Sanders (COSA)	email		
Brandon Sanders	email		No Bid
Michael Walters	email		
Justin Strube	email		

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consideration of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the City and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property (C.Preas):

1. Parts of Lots 1, 2, 3 & 4, Block 3, Fair Park Addition, 4014 Coliseum Drive; Duran (\$1,800)

Summary/History:

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

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval

Attachments:

- | | |
|--------------------------------|------------------------------|
| 1. Analysis Fair Park Addition | Analysis Fair Park Addtn.pdf |
| 2. Map Fair Park Addition | Map Fair Park.pdf |
| 3. Resolution Fair Park | Resolution Fair Park.pdf |

Presentation:

None

Approvals/Reviews:

Preas, Cynthia	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: South 50 feet of East 40 feet of Lot 1, South 50 feet of Lots 2 and 3, South 35 feet of Lot 4, Block 3, Fair Park Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 774, Page 718, Official Public Records of Real Property, Tom Green County, Texas.

Improved/Unimproved Improved

Tax Suit Number: B-13-0130-TAX

Location: 4014 Coliseum

City of San Angelo, et al., Karla and Daniel Cardenas, Trustee
vs.

Tax ID Number: 09-22500-0003-002-00 & 09-22500-0003-005-00

Judgment Date: August 25, 2014

Date of Sheriff's Sale: March 3, 2015

Sheriff's Deed Recorded: March 23, 2015

Years Held in Trust

11 mo.

Adjudge Value: \$ 14,908.00

Urban Redevelopment Program?

NO

Amount of Offer: \$ 1,800.00

Buyer: Galilee Community Development Corporation

	Amounts Due		Priority	% of	Pro Rata	Amounts
	Fees	Judgment				
			Allocations	Remainder	Allocations	Distributed
Administration Fee	\$500.00		\$500.00	0.00%		\$500.00
Maintenance Fee	\$90.00		\$90.00	13.00%		\$90.00
District Clerk	\$679.00		\$679.00	13.00%		\$679.00
Sheriff's Fee	\$100.00		\$100.00	13.00%		\$100.00
Attorney Fee	\$395.00		\$395.00	13.00%		\$395.00
Municipal Liens Cust 5413		\$829.66		6.04%	\$2.17	\$2.17
Taxes	\$ -	\$12,904.34		93.96%	\$33.83	\$33.83
Total	\$1,764.00	\$13,734.00	\$1,764.00	100.00%	\$36.00	\$1,800.00
Actual Total Amt Due		\$15,498.00				
Amount Remaining			\$	36.00		

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

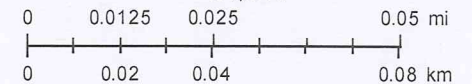
Pt Lots 1, 2, 3 & 4, Block 3, Fair Park Addtn



June 3, 2015

- | | | |
|-------------------------|---------------------|--------------------------|
| Parcels | Building Setback | Emergency Vehicle Access |
| Platted Lot Line Labels | Encumbrances | Encumbrance Releases |
| Platted Lot Lines | <all other values> | Abandonments Approved |

1:1,618



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO that its Mayor, Dwain Morrison, is hereby authorized to execute a Tax-Resale (quitclaim) Deed conveying the following described real properties to the following as specified below, all of the right, title, and interest of the City of San Angelo, and all other taxing units interested in the tax foreclosure judgment, located in San Angelo, Tom Green County, Texas:

Conveying to:

MIGUEL DURAN, a single person; (\$1,800.00):

South 50 feet of East 40 feet of Lot 1, South 50 feet or Lots 2 and 3, South 35 feet of Lot 4, Block 3, Fair Park Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 774, Page 718, Official Public Records of Real Property, Tom Green County, Texas.

Account #09-22500-0003-002-00 and Account #09-22500-0003-005-00

APPROVED AND ADOPTED ON THE _____ DAY OF _____, 2016.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

Attest:

Bryan Kendrick, City Clerk

Approved As to Content:

Approved As to Form:

Cindy S. Preas, Real Estate Manager

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute a Right-of-Way Easement to AEP Texas North Company (C.Preas)

Summary/History:

AEP Texas North Company has requested the following easements on City owned lands located adjacent to Mathis Field and lying in Washington County School Land Survey 106, Abstract 3943, Tom Green County, Texas:

1. 0.230 Acre tract for use as a substation site; and
2. 1.004 Acre tract for access and distribution line easement

Financial Impact:

None

Other Information/Recommendation:

Staff recommends approval

Attachments:

- | | |
|------------------------------------|---------------------------|
| 1. Legal Description AEP Easements | Legal Description AEP.pdf |
|------------------------------------|---------------------------|

Presentation:

None

Approvals/Reviews:

Preas, Cynthia	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

RIGHT-OF-WAY EASEMENT

BEING a 0.230 of an acre tract of land lying in the Washington County School Land Survey 106, Abstract 3943, Tom Green County, Texas, same being a portion of a 708.05 acre tract of land described as "Exhibit A" and recorded in volume 194, page 400, Official Public Records of Real Property of Tom Green County, Texas, same also being described by a drawing (0_230Ac-Mathis Field Substation.dwg dated November 30, 2015) attached to and made part hereof and more particularly described as follows:

COMMENCING at a 2" iron pipe found for a southeast corner of the aforementioned 708.05 acre tract:

THENCE along a south line of the aforementioned 708.05 acre tract, N89°10'45"W a distance of 1502.07 feet (Record-N89°10'53"W) to a point, from which a 2" iron pipe found for an interior corner of said 708.05 acre tract bears N89°10'45"W a distance of 887.32 feet (Record-N89°10'53"W):

THENCE leaving a south line of the aforementioned 708.05 acre tract, N00°34'38"E a distance of 561.42 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the **PLACE OF BEGINNING** and the most easterly northeast corner of a concurrently described 1.004 acre access and distribution easement and the southeast corner of the herein described 0.230 of an acre tract:

THENCE along a north line of the aforementioned 1.004 acre tract, N89°25'22"W a distance of 100.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an interior corner of said 1.004 acre tract and the southwest corner of the herein described 0.230 of an acre tract:

THENCE along an east line of the aforementioned 1.004 acre tract, N00°34'38"E a distance of 100.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the most westerly northeast corner of said 1.004 acre tract and the northwest corner of the herein described 0.230 of an acre tract:

THENCE S89°25'22"E a distance of 100.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the northeast corner of the herein described 0.230 of an acre tract:

THENCE S00°34'38"W a distance of 100.00 feet to the **PLACE OF BEGINNING** and containing 0.230 of an acre of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983(HARN), Central Zone.

LEGEND

- 1/2" IRON ROD SET WITH PLASTIC CAP
STAMPED "CDS/MUERY S.A. TX."
- FOUND MONUMENTATION
- UNMONUMENTED POINT
- PCB PLACE OF BEGINNING
- POC PLACE OF COMMENCEMENT
- PROPERTY LINES
- D.R.T.G.C. DEED RECORDS OF TOM GREEN COUNTY
- O.P.R.R.P.T.G.C. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
OF TOM GREEN COUNTY
- DENOTES EDGE OF PAVED ROAD
- DENOTES CHAINLINK FENCE
- (RECORD) — RECORD CALL TAKEN FROM VOLUME 194,
PAGE 400, O.P.R.R.P.T.G.C.

Pg. 3 of 3

LEGAL DESC. 0.230Ac-Moth's Field Substation.dwg
CDS JOB NO. 115123

BEARING BASIS: GRID NORTH
COORDINATE SYSTEM: TEXAS STATE PLANE, NAD
1983(HARN), CENTRAL ZONE

ALL DISTANCES SHOWN ARE SURFACE.
(GRID X 1.00019 = SURFACE)

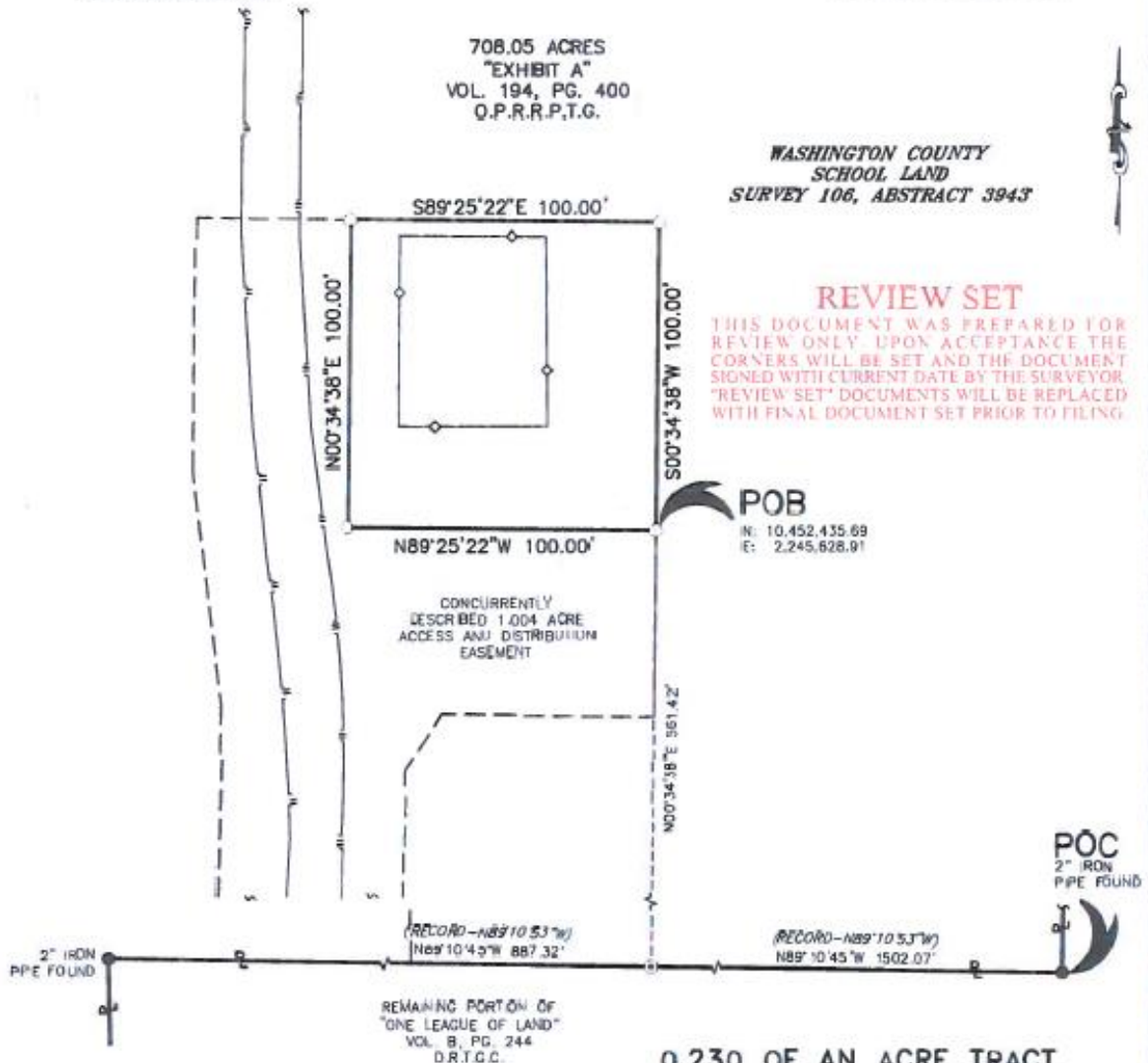
THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY
ONLY. NO VISIBLE EASEMENTS OR EASEMENTS OF
RECORD ARE DEPICTED HEREON.

708.05 ACRES
"EXHIBIT A"
VOL. 194, PG. 400
O.P.R.R.P.T.G.C.

**WASHINGTON COUNTY
SCHOOL LAND
SURVEY 106, ABSTRACT 3943**

REVIEW SET

THIS DOCUMENT WAS PREPARED FOR
REVIEW ONLY. UPON ACCEPTANCE THE
CORNERS WILL BE SET AND THE DOCUMENT
SIGNED WITH CURRENT DATE BY THE SURVEYOR.
"REVIEW SET" DOCUMENTS WILL BE REPLACED
WITH FINAL DOCUMENT SET PRIOR TO FILING.



**0.230 OF AN ACRE TRACT
AEP TEXAS NORTH COMPANY
WASHINGTON COUNTY SCHOOL LAND
SURVEY 106, ABSTRACT 3943
TOM GREEN COUNTY, TEXAS**



DRAWN BY:

M. RINCON

DATE:

NOVEMBER 30, 2015

DRAWING NAME:

0_230Ac-Moth's Field Substation.dwg



**AMERICAN
ELECTRIC
POWER**

ACCESS AND DISTRIBUTION LINE EASEMENT

BEING a 1.004 acre tract of land lying in the Washington County School Land Survey 106, Abstract 3943, Tom Green County, Texas, same being a portion of a 708.05 acre tract of land described as "Exhibit A" and recorded in volume 194, page 400, Official Public Records of Real Property of Tom Green County, Texas, same also being described by a drawing (1_004Ac- Access and Distribution Easement.dwg dated November 30, 2015) attached to and made part hereof and more particularly described as follows:

COMMENCING at a 2" iron pipe found for a southeast corner of the aforementioned 708.05 acre tract:

THENCE along a south line of the aforementioned 708.05 acre tract, N89°10'45"W a distance of 1,586.11 feet (Record-N89°10'53"W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the **PLACE OF BEGINNING** and the most southerly southeast corner of the herein described 1.004 acre tract;

THENCE continuing along a south line of said 708.05 acre tract, N89°10'45"W a distance of 60.00 feet (Record-N89°10'53"W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southwest corner of the herein described 1.004 acre tract, from which a 2" iron pipe found for an interior corner of said 708.05 acre tract bears N89°10'45"W a distance of 743.28 feet (Record-N89°10'53"W);

THENCE leaving a south line of the aforementioned 708.05 acre tract, N01°03'26"E a distance of 503.31 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an angle point, N07°05'40"W a distance of 76.26 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an angle point and N00°34'38"E a distance of 81.93 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the northwest corner of the herein described 1.004 acre tract;

THENCE S89°25'22"E a distance of 50.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the northwest corner of a concurrently described 0.230 of an acre tract of land and the most westerly northeast corner of the herein described 1.004 acre tract;

THENCE along the west line of the aforementioned 0.230 of an acre tract, S00°34'38"W a distance of 100.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southwest corner of said 0.230 of an acre tract and an interior corner of the herein described 1.004 acre tract;

THENCE along the south line of the aforementioned 0.230 of an acre tract, S89°25'22"E a distance of 100.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southeast corner of said 0.230 of an acre tract and the most easterly northeast corner of the herein described 1.004 acre tract;

THENCE S00°34'38"W a distance of 60.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the most easterly southeast corner of the herein described 1.004 acre tract;

THENCE N89°25'22"W a distance of 68.17 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an interior angle corner of the herein described 1.004 acre tract;

THENCE S33°52'38"W a distance of 21.53 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an interior angle corner of the herein described 1.004 acre tract;

THENCE S01°03'26"W a distance of 483.08 feet to the **PLACE OF BEGINNING** and containing 1.004 acres of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983(HARN), Central Zone.

LEGEND

- 1/2" IRON ROD SET WITH PLASTIC CAP
- STAMPED "CDS/MUERY S.A. TX."
- FOUND MONUMENTATION
- POB - PLACE OF BEGINNING
- POC - PLACE OF COMMENCEMENT
- R - PROPERTY LINES
- D.R.T.G.C. - DEED RECORDS OF TOM GREEN COUNTY
- O.P.R.R.P.T.G.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF TOM GREEN COUNTY
- DENOTES EDGE OF PAVED ROAD
- DENOTES CHAINLINK FENCE
- (RECORD) - RECORD CALL TAKEN FROM VOLUME 194, PAGE 400, O.P.R.R.P.T.G.C.

Pg. 3 of 3

LEGAL DESC. 1_004Ac-Access and Distribution
Easement.dwg
CDS JOB NO. 115123

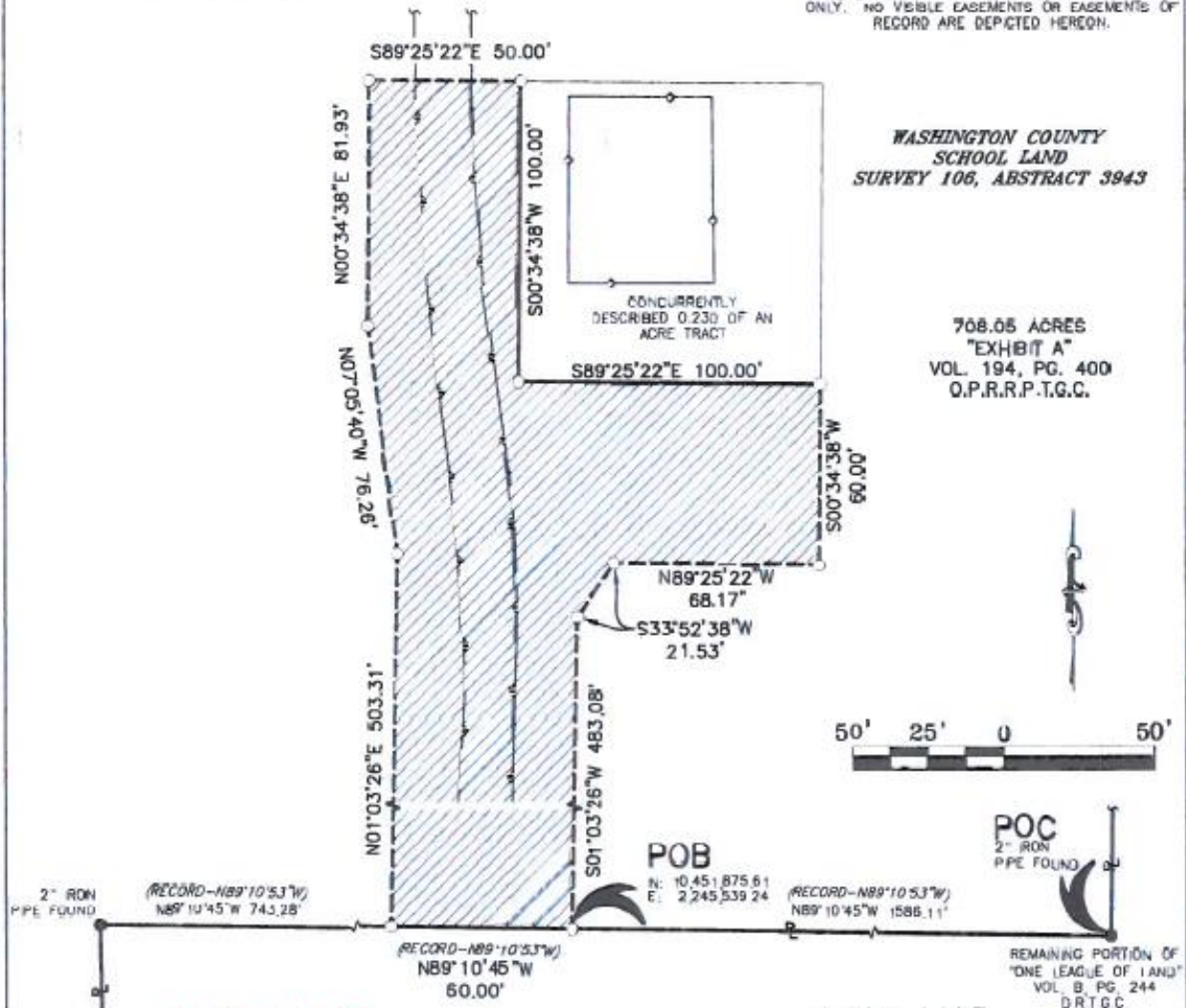
BEARING BASIS: GRID NORTH
COORDINATE SYSTEM: TEXAS STATE PLANE, NAD
1983(HARN), CENTRAL ZONE

ALL DISTANCES SHOWN ARE SURFACE.
(GRID X 1.00019 = SURFACE)

THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY
ONLY. NO VISIBLE EASEMENTS OR EASEMENTS OF
RECORD ARE DEPICTED HEREON.

WASHINGTON COUNTY
SCHOOL LAND
SURVEY 106, ABSTRACT 3943

708.05 ACRES
"EXHIBIT A"
VOL. 194, PG. 400
O.P.R.R.P.T.G.C.



REVIEW SET

THIS DOCUMENT WAS PREPARED FOR
REVIEW ONLY. UPON ACCEPTANCE THE
CORNERS WILL BE SET AND THE DOCUMENT
SIGNED WITH CURRENT DATE BY THE SURVEYOR.
"REVIEW SET" DOCUMENTS WILL BE REPLACED
WITH FINAL DOCUMENT SET PRIOR TO FILING

1.004 ACRE
ACCESS AND DISTRIBUTION EASEMENT
AEP TEXAS NORTH COMPANY
WASHINGTON COUNTY SCHOOL LAND
SURVEY 106, ABSTRACT 3943
TOM GREEN COUNTY, TEXAS



DRAWN BY:
M. RINCON
DATE:
NOVEMBER 30, 2015
DRAWING NAME:
1_004Ac-Access Easement.dwg



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute a 30' non-exclusive Right-of-Way Easement, for the benefit of the City's tenant, to Concho Valley Electric Cooperative, Inc. (C.Preas)

Summary/History:

Concho Valley Electric Cooperative, Inc. has requested a 30' non-exclusive right-of-way easement for the purposes of constructing, operating and maintaining of an electric distribution system and facilities across City-owned property in the M. McMillan Survey, commonly known as City Farm. Said right-of-way easement is for the benefit of City's tenants, Gary Halfmann and Sherry Halfmann.

Financial Impact:

None

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|-------------------|-----------------------|
| 1. | CVEC Easement | Easement 29830.pdf |
| 2. | CVEC Easement Map | CVEC Easement Map.pdf |

Presentation:

None

Approvals/Reviews:

Preas, Cynthia	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

Concho Valley Electric Cooperative, Inc.
Right-of-Way-Easement

THE STATE OF TEXAS

COUNTY OF TOM GREEN

KNOW ALL MEN BY THESE PRESENTS:

THIS grant and conveyance of a right-of-way easement is made by CITY OF SAN ANGELO, a Texas home-rule municipal corporation (hereinafter called "Grantor(s)"), on the date hereinafter shown, unto CONCHO VALLEY ELECTRIC COOPERATIVE, INC., (PO Box 3388, 2530 Pulliam St., San Angelo, TX 76905) a Texas electric cooperative corporation with its principle office located in San Angelo, Tom Green County, Texas, (hereinafter called Cooperative) as described within this instrument.

WITNESSETH:

In consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor(s) hereby grants and conveys unto Cooperative, its successors and assigns, a perpetual right-of-way easement under, upon, across and over the lands situated in Tom Green County, being owned and/or controlled by Grantor(s), and being more particularly described by the following metes and bounds description;

Declares that all survey points gathered as part of this centerline easement were gathered in the North America Datum 1927 State Plane Texas Central FIPS 4203 coordinate system.

Beginning at a CVEC pole located in Section 335.5, M. McMillan Survey, Tom Green County, Texas, whence said point is located at Northing (Y) 660179, Easting (X) 1996963, for the beginning of this centerline easement,

Thence from said point heading 346° azimuth, continuing in a northerly direction for more or less 51 feet to a CVEC pole and associated anchor located at Northing (Y) 660229, Easting (X) 1996949,

Thence from said point heading 350° azimuth, continuing in a northerly direction for more or less 348 feet to a CVEC pole and associated anchor located at Northing (Y) 660569, Easting (X) 1996887, for the end of this centerline easement,

Said centerline easement is to be thirty (30) feet in total width with fifteen (15) feet falling to either side of the established centerline.

The electric power line to be constructed along this centerline will consist of 3 pole(s) and 2 anchor(s).

This easement shall be for the purposes of constructing, operating and maintaining of an electric distribution system and facilities serving Gary Halfmann, according to Work Order number 29830, at a point(s) known to the Cooperative as 41-28-20-29-03.

The Cooperative may, from time to time, deem advisable, including by way of example and not by way of limitation, the right to increase or decrease the number of wires, conduits, poles, cables, handholes, manholes, connections boxes, transformers and transformer enclosures; to cut, trim and control growth of shrubbery, vines, and trees by chemical means, machinery or otherwise to whatever extent may be necessary to keep said electrical distribution system clear and from interfering with the operation and maintenance thereof. Cooperative shall have the right to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough or otherwise situated so that in falling would contact the electric distribution system. Further, Cooperative shall

have the right to keep the easement clear of all buildings, structures, or other obstructions and to license, permit or otherwise agree to the joint use or occupancy of the system and easement by any other person, association or cooperation.

The Cooperative shall have the right to install gates in fences that cross or restrict access to the right-of-way herein granted.

If at any time during the life of this easement the Cooperative's equipment and facilities become unnecessary and unused for a period of 120 days, the Grantor(s) shall have the option to terminate this easement. Such notice of termination by Grantor(s) shall be made in writing. The Cooperative shall remove said equipment and facilities within 90 days, or within a period of time mutually agreed to by Grantor(s) and Cooperative. Grantor(s) agrees that all poles, wires, transformers and other equipment and facilities, including any main service equipment, installed in, upon, over or under the right-of-way easement at the Cooperative's expense shall remain the property of the Cooperative. Upon removal of said equipment and facilities, this easement will terminate and be of no further force and effect as to the Easement Property or any part thereof, and the Easement Property shall absolutely revert to Grantor(s), its successors or assigns,

It is understood and agreed that the Grantor(s), their successors and assigns may use the land within the easement for any purpose not inconsistent with the rights hereby granted to the Cooperative, provided that such use does not interfere with or endanger the construction, operation or maintenance of the Cooperative's facilities or its employees, contractors or agents.

For the purpose of constructing, operating, inspecting and maintaining the electric distribution system, the Cooperative, its contractors and agents, shall have the right of ingress and egress, when necessary, from and across the easement and the lands of Grantor(s) adjacent thereto, such right to be exercised in such manner as shall occasion the least practical damage and inconvenience to the Grantor(s). Cooperative, its contractors and agents shall exercise due diligence when operating and traversing within said easement.

The undersigned Grantor(s) covenants that they are the owner(s) of the described lands and has the right and authority to convey this easement and that the Cooperative shall have quiet and peaceable enjoyment and use of said easement, except that, if any mortgagee shall hold a lien on the subject property, such covenant of title and right to convey shall be subject to their joining in this grant of easement by signing hereunder.

Witness the hand of Grantor on this the _____ day of _____, 20____.

CITY OF SAN ANGELO

ATTEST:

By: _____
Daniel Valenzuela, City Manager

Bryan Kendrick, City Clerk

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of February, 2016, by **DANIEL VALENZUELA**, City Manager, of the **CITY OF SAN ANGELO**, a Texas municipal corporation, on behalf of said corporation by authority of its governing body.

Notary Public, State of Texas



© 2016 Google

Google earth

Google earth

feet
meters

1000

500





Google earth

Google earth

feet
meters



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consider adopting a resolution authorizing the City Manager, or designee, to execute a Temporary Nonexclusive Sidewalk Use License Agreement with Tom Green County to allow for encroachments into the public right-of-way adjacent to the north side of properties located at 109 and 113 West Beauregard Avenue (J. James)

Summary/History:

The applicant, Tom Green County, is proposing to construct and legalize various improvements on two of their buildings, the E.B. Keyes Building at 113 West Beauregard Avenue, and the Turner Building at 109 West Beauregard Avenue.

These improvements would encroach into the public right-of-way in front of the north side of the buildings as follows:

- A 518-square foot wood trellis structure with external LED lighting, above the east entrance of the E.B. Keyes Building, projecting 9'-10" into the sidewalk right-of-way along West Beauregard Avenue;
- 381 square feet of polycarbonate paneling with external LED lighting, above the Turner Building entrance, projecting 3'-10" into the sidewalk right-of-way along West Beauregard Avenue;
- An existing canopy constructed in 1981 that projects 8 feet in front of the E.B. Keyes Building into the sidewalk right-of-way and extending a length of 185.62 feet;
- An expanse of the original north wall of the E.B. Keyes and Turner buildings which projects between 1.05 feet on the westerly most portion and 1.37 feet on the easterly most portion.
- One (1) new sign, "JUDGE E.B. KEYES BUILDING," that would be located west of the east entrance of the E.B. Keyes Building, on the existing canopy; and,
- One (1) new sign, "TOM GREEN COUNTY," that would be attached to the wood trellis structure.

The applicant has provided a legal survey and a metes-and-bounds description for the encroachments and have added additional encroachment "buffer" areas to compensate for any discrepancies of the actual projections. The encroachment areas for the building wall projection will be 2.5 feet, 10 feet for the canopy, 11.16 feet for the trellis, and 6.36 feet for the polycarbonate paneling. The total square footage of the entire encroachment will be 2,268 square feet.

The entry trellis will be constructed of wood material and will have a smooth brown-colored surface. The trellis will be located atop the existing canopy of the E.B. Keyes Building, once the projecting portion of the second story wall is removed. The polycarbonate paneling will be of a light grey color. The polycarbonate panels will be located in front of the stone wall on a concave tilt, above the main entrance of the Turner Building. The Permits & Inspections Division, along with the Fire Marshal's Office, have reviewed the proposed structures and have no objections to the planned construction.

The International Building Code (IBC), under Section 3202.2, requires that the "vertical clearance from the public right-of-way to the lowest part of any awning, including valances, shall be 7 feet minimum," and under Section 3202.3.1, that "awnings, canopies, marquees and signs with less than 15 feet clearance above the sidewalk shall not extend into or occupy more than two-thirds the width of the sidewalk measured at the building." All of the proposed encroachments

have at least 7 feet of vertical clearance. The trellis structure will have 8'-6" of vertical clearance, the polycarbonate paneling 8'-7", and the canopy 9'-0".

As indicated previously, the furthest projection is the trellis, which will encroach 9'-10" into the sidewalk right-of-way. The encroachment buffer would allow a projection of up to 11.16 feet which would be more than 2/3 of the width of the sidewalk, and is inconsistent with International Building Code (IBC) requirements. Section 104.10 of the IBC, however, allows the Building Official to grant modifications for individual cases provided that the building official first find that the modification is in compliance with the intent and purpose of the code, and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The Chief Building Official has indicated he would allow the trellis to encroach more than 2/3 into the sidewalk, if applicable, up to 11.16 feet.

The proposed encroachments were approved as part of a Design and Historic Review Commission (DHRC) approval on May 21, 2015, subject to two (2) Conditions of Approval, one of which being that the applicant shall submit final lighting details to the Planning & Development Services Director, or his/her designee, for review showing the proposed colors and time intervals for all lighting behind the polycarbonate paneling on the Turner Building and the second that the applicant shall obtain approval from City Council for any required signage, building and portion of the canopies, structures, or the like which may project onto a public right-of-way. The DHRC also approved other improvements, which included new low e-glazing windows on the E.B. Keyes Building, and new galvanized aluminum framing above the doors and windows of the Turner Building. On June 18, 2015, the Planning Division approved the proposed lighting behind the polycarbonate paneling on the Turner Building.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

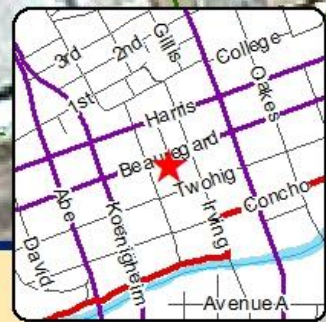
1.	Aerial Map	PL_Aerial Map (EB Keyes).pdf
2.	Elevations	PL_Elevations (EB Keyes).pdf
3.	Architectural Renderings	PL_Architectural Renderings (EB Keyes).pdf
4.	Survey	PL_Survey (EB Keyes).pdf
5.	Site Plan	PL_Site Plan (EB Keyes).pdf
6.	Draft Resolution	PL_Resolution (EB Keyes).pdf
7.	Draft Revocable License Use Agreement	PL_Revocable License Agreement (EB Keyes).pdf

Presentation:

Jon James

Approvals/Reviews:

Guerra, Rebeca	Created/Initiated
James, Jon	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval



Encroachment Approval Case File

109 and 113 W. Beauregard Ave

Council District: Johnny Silvas (SMD #3)

Neighborhood: Downtown

Scale: 1" approx. = 75 ft

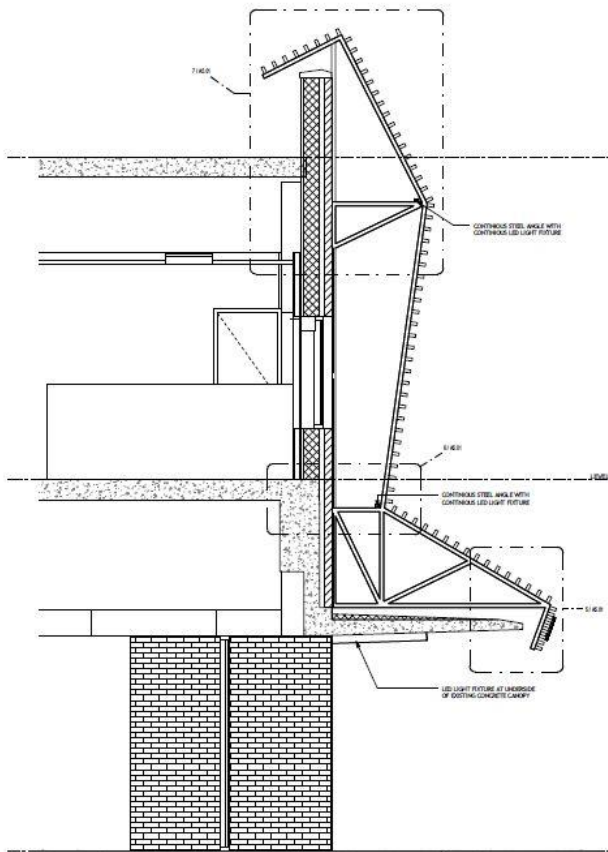
Subject Property: 109 and 113 W. Beauregard Ave.

Legend

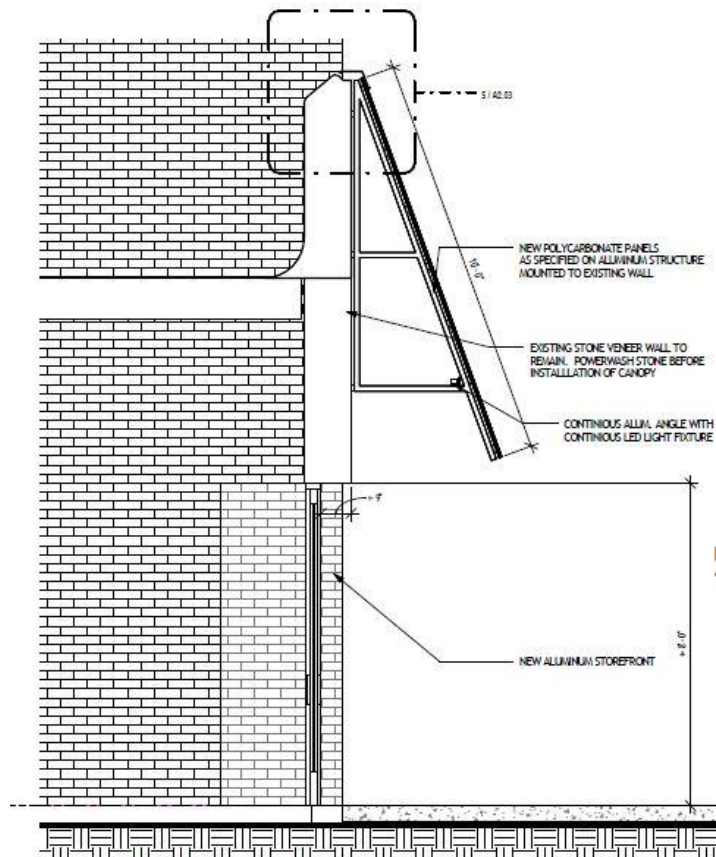
Subject Properties: —
 Current Zoning: CBD
 Requested Zoning Change: N/A
 Vision: Downtown



ELEVATIONS



1 PARTIAL WALL SECTION - NORTH ENTRY
1/2" = 1'-0"



4 WALL SECTION - ENTRY AT LEASE SPACE
1/2" = 1'-0"

RENDERING (approved by DHRC)



1 NORTH ELEVATION
1/16" = 1'-0"

Trellis (E.B.Keyes Building) – Partial Elevation

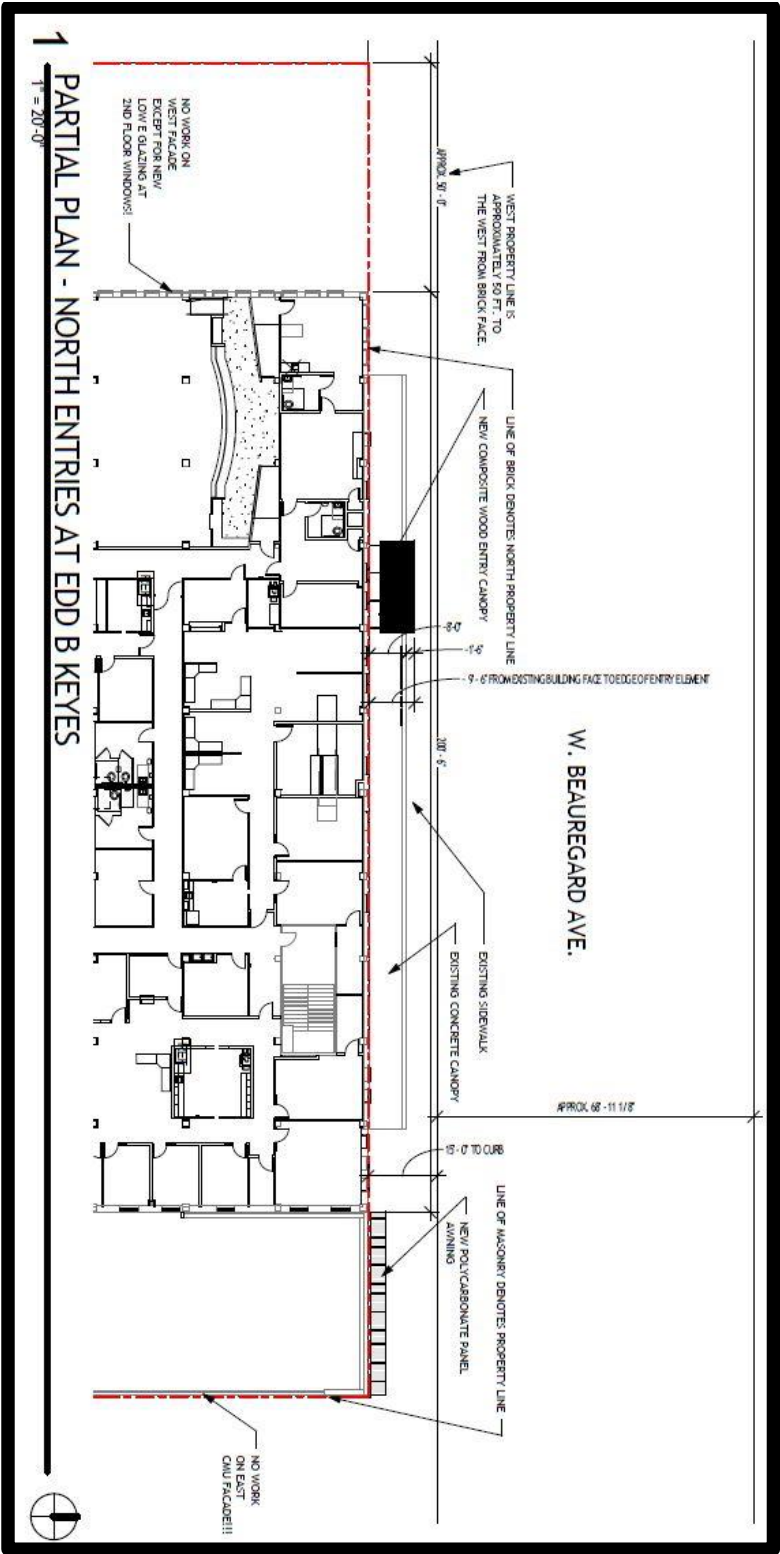


Paneling (Turner Building) – Partial Elevation



15-S-0897

SITE PLAN



**A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE
CITY MANAGER OR HIS DESIGINEE TO EXECUTE A TEMPORARY
NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT WITH TOM
GREEN COUNTY FOR ENCROACHMENTS AT 109 AND 113 WEST
BEAUREGARD AVENUE AND SUCH OTHER INSTRUMENTS AS MAY
BE NECESSARY OR CONVENIENT FOR CARRYING OUT SUCH
PURPOSES; AND, FINDING A PUBLIC PURPOSE AND BENEFIT
THEREIN**

WHEREAS, Tom Green County, the applicant for license is the owner of certain real property commonly known as 109 and 113 West Beauregard Avenue, San Angelo, Tom Green County, Texas; and,

WHEREAS, applicant would like to utilize a designated portion of the sidewalk right-of-way along the south side of 109 and 113 West Beauregard Avenue for purposes of constructing a new wood trellis structure with external lighting, polycarbonate paneling with external lighting, new signage, and legalizing an existing canopy and portions of the existing building wall that project over said Licensed Premises; and,

WHEREAS, use of a designated portion of the sidewalk right-of-way along the south side of West Beauregard Avenue for purposes of constructing a new wood trellis structure with external lighting, polycarbonate paneling with external lighting, new signage, and legalizing an existing canopy and portions of the existing building wall that project over said Licensed Premises would be beneficial to the development area of downtown and the development of the subject block of West Beauregard Avenue; and,

WHEREAS, the proposed new wood trellis structure with external lighting, polycarbonate paneling with external lighting, and new signage, would serve as an architectural element to the existing buildings which are mainly comprised of a masonry façade; and,

WHEREAS, views from either direction of this portion of West Beauregard Avenue are relatively flat in elevation, devoid of vegetation and other visual obstructions; and,

WHEREAS, the pavement width of West Beauregard Avenue, an arterial street, measures 64 feet, and whereas there are no plans to widen this street given the existing buildings project up to 1.37 feet into the public sidewalk right-of-way; and,

WHEREAS, the City Council has determined that the granting of the application for a temporary nonexclusive sidewalk use license for purposes of constructing a new wood trellis structure with external lighting, polycarbonate paneling with external lighting, new signage, and legalizing an existing canopy and portions of the existing building wall that project over the sidewalk area as described more particularly in **Exhibit "A,"** attached hereto, would be in the public interest and benefit:

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

All of the recitals hereinabove stated are found to be true and correct and are incorporated herein and made a part of this resolution.

The City Council of the City of San Angelo, Texas, hereby determines that there is a public necessity for, and the public welfare and convenience will be served by granting of the application made by Tom Green County for a temporary nonexclusive sidewalk use license for purposes of constructing a new wood trellis structure with external lighting, polycarbonate paneling with external lighting, new signage, and legalizing an existing canopy and portions of the existing building wall that project over the sidewalk area in compliance with all applicable state law and City ordinances, at 109 and 113 West Beauregard Avenue, applicable to a portion of the sidewalk area as described more particularly in **Exhibit "A,"** attached hereto and made a part hereof for all purposes.

The City Manager or his designee is hereby authorized to negotiate and execute on behalf of the City of San Angelo a Temporary Nonexclusive Sidewalk Use License Agreement with Tom Green County for purposes of constructing a new wood trellis structure with external lighting, polycarbonate paneling with external lighting, new signage, and legalizing an existing canopy and portions of the existing building wall that project over the sidewalk area

at 109 and 113 West Beauregard Avenue, applicable to a portion of the sidewalk area as described more particularly in **Exhibit "A,"** attached hereto, and such other instruments as may be necessary or convenient for carrying out such purposes.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

Attest:

Bryan Kendrick, City Clerk

Approved As to Form:

Theresa James, City Attorney

EXHIBIT A
LEGAL DESCRIPTION
Page 1 of 2 pages

**A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE
CITY MANAGER OR HIS DESIGINEE TO EXECUTE A TEMPORARY
NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT WITH TOM
GREEN COUNTY FOR ENCROACHMENTS AT 107 AND 113 WEST
BEAUREGARD AVENUE AND SUCH OTHER INSTRUMENTS AS MAY
BE NECESSARY OR CONVENIENT FOR CARRYING OUT SUCH
PURPOSES; AND, FINDING A PUBLIC PURPOSE AND BENEFIT
THEREIN**

FIELD NOTES

2268 Square Feet

June 23, 2015

15-S-0897

Being 2268 square feet located within W. Beauregard Avenue and adjacent to Block 9, Miles Addition to the City of San Angelo, Tom Green County, Texas, recorded in Cabinet F, Slide 77, Plat Records of Tom Green County, Texas, said 2268 square feet tract being more particularly described by metes and bounds as follows:

Beginning at a point in the southeast right-of-way line of W. Beauregard Avenue and the northwest line of said Block 9, for the southwest corner of this herein described 2268 square feet tract, from which an aluminum monument in concrete found for the southwest corner of Block 16, said Miles Addition bears S. 70°13'40" W., 148.00 feet and N. 19°46'20" W., 100.00 feet;

Thence N. 19° 46' 20" W., 2.50 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. 70° 13' 40" E., 17.00 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. 19° 46' 20" W., 7.50 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. $70^{\circ} 13' 40''$ E., 37.04 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. $19^{\circ} 46' 20''$ W., 1.16 feet to an "X" cut in concrete set for an angle corner of this herein described 2268 square feet tract;

Thence N. $70^{\circ} 13' 40''$ E., 24.00 feet to an "X" cut in concrete set for an angle corner of this herein described 2268 square feet tract;

Thence S. $19^{\circ} 46' 20''$ E., 1.16 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. $70^{\circ} 13' 40''$ E., 148.58 feet to an angle corner of this herein described 2268 square feet tract;

Thence S. $19^{\circ} 46' 20''$ E., 3.64 feet to an angle of this corner herein described 2268 square feet tract;

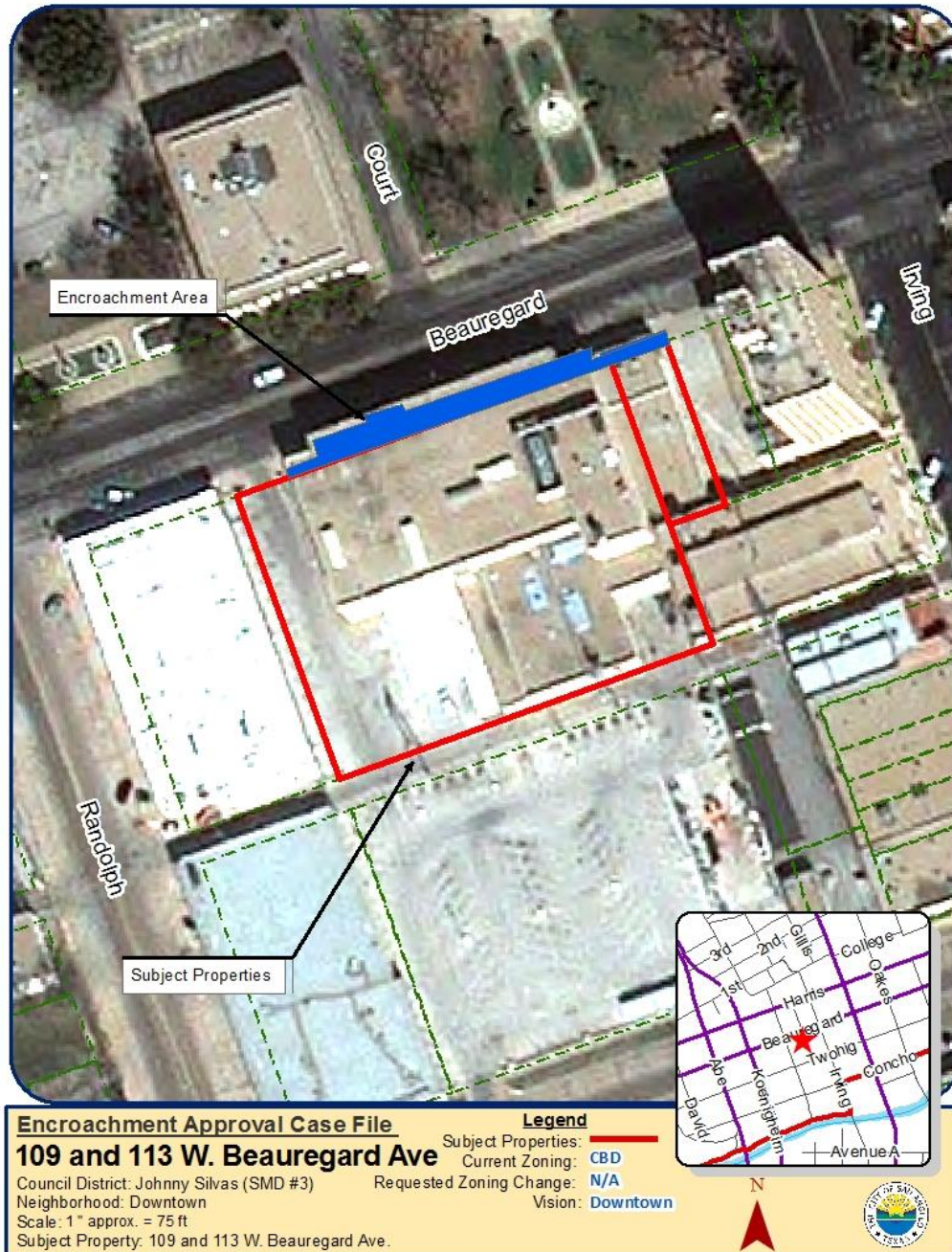
Thence N. $70^{\circ} 13' 40''$ E., 15.93 feet to an "X" cut in concrete set for the northeast corner of this herein described 2268 square feet tract;

Thence S. $19^{\circ} 46' 20''$ E., 6.36 feet to a point in the southeast right-of-way line of W. Beauregard Avenue and the northwest line of said Block 9, for the southeast corner of this herein described 2268 square feet tract;

Thence along the southeast right-of-way line of said W. Beauregard Avenue and the northwest line of said Block 9, S. $70^{\circ} 13' 40''$ W., 242.55 feet to the place of beginning and containing 2268 square feet.

EXHIBIT A
PLAN VIEW
Page 2 of 2 pages

Plan View of Street License Area
109 and 113 West Beauregard Avenue



TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT

THE STATE OF TEXAS

§

TOM GREEN COUNTY

§

THIS REVOCABLE LICENSE AGREEMENT FOR ENCROACHMENTS, hereinafter referred to as ("License"), is entered into by and between the City of San Angelo, a municipal corporation of the State of Texas, hereinafter referred to as ("Licensor" or "City"), and Tom Green County hereinafter referred to as ("Licensee"), with an Effective Date of the _____ day of _____, 2016.

WITNESSETH:

That Licensor, for consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant to Licensee the non-exclusive, temporary, revocable right, privilege and license to use the property adjacent to the northerly boundaries of Lots 13-17 and the west 37.5 feet of Lot 18, Block 9, San Angelo Addition to the City of San Angelo, Tom Green County, Texas, as more particularly described in **Exhibit "A,"** attached hereto and made a part hereof for all purposes (hereinafter the "Licensed Premises").

The "Licensed Use" as set forth herein, commencing from the foregoing effective date, and subject to the conditions, restrictions, covenants and exceptions set forth in this License.

1. Interest Conferred by this License: This License confers no exclusive possession or tenancy of Licensed Premises. The Licensees cannot exclude City from Licensed Premises. This License solely authorizes Licensee to the temporary use of Licensed Premises for the limited purposes set forth herein and for no other purpose. The parties hereby agree that the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on Licensed Premises and to use Licensed Premises, subject to the terms of this License. City retains dominion, possession and control of the Licensed Premises. Therefore, no lease interest in Licensed Premises is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of this License or its use of Licensed Premises

hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of any expenditure of funds by Licensee for improvements, construction, repairs, partitions, or alterations to Licensed Premises which may be authorized by City.

2. Licensed Use: Licensed Premises shall be used for the limited purpose of construction of a new wood trellis structure with external lighting, polycarbonate paneling with external lighting, an existing canopy with signage, and portions of the existing building wall that project over said Licensed Premises, including all support structures substantially as described and depicted and described in **Exhibit “B,”** attached hereto and made a part hereof for all purposes. Any design construction or installation shall be in accordance with approval from the Design and Historic Review Commission and required building permits issued by the City of San Angelo Community & Economic Development Department, Permits and Inspections Division.
3. Term: This License shall commence on the effective date set forth herein above and continue for a period of forty (40) years to _____, 2055, at which time this License shall automatically extend annually until terminated as herein provided.
4. Non-exclusive License: This license is non-exclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose.
5. Reservation of Right of Termination:
 - (a) The City Council of the City of San Angelo reserves the right to terminate and cancel this License by resolution passed by said Governing Body upon a finding that the License is inconsistent with the public use of the Licensed Premises or whenever the purpose or use of the License is or has become a nuisance as determined in the discretion of the City Council, and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City shall not be held liable by reason thereof. The parties hereto concur that said resolution shall be final and shall not be subject to review by the Courts.
 - (b) Upon termination or cancellation by City or Licensee, this License shall become null and void and Licensee or anyone claiming any rights under this instrument shall remove, to the extent required by City, any or all improvements, appurtenances and encroachments owned by Licensee from the Licensed Premises at Licensee’s expense,

and shall restore the Licensed Premises to its condition at the effective date of this License at the sole cost of the Licensee. In the event that Licensee shall fail to remove its improvements, appurtenances and encroachments as required and to restore the Licensed Premises, City shall have the right to do the necessary work to remove said improvements, appurtenances and encroachments and to restore the Licensed Premises to its condition at the effective date of this License, or to cause such work to be done, and to assess reasonable allocated costs or the incurred cost of all such work against Licensee.

6. Fixtures: Licensee may construct a new wood trellis structure with external lighting, polycarbonate paneling with external lighting, and signage onto the existing canopy, extending from the existing buildings as more particularly described and depicted on **Exhibit “B”** attached. Licensee shall not install any additional permanent fixtures on the Licensed Premises without first securing the written permission of City.
7. Codes, Ordinances and Regulations: Licensee shall comply with all applicable codes, ordinances and regulations of local, state and federal governments in the exercise of its use of the Licensed Premises. This requirement shall include, but not be limited to, compliance at all times with the Texas Architectural Barriers Act, Texas Accessibility Standards, Americans with Disabilities Act, as well as local ordinances and regulations relating to occupancy loads, unobstructed passage ways, entrances and exits, and signage.
8. Improvements and Maintenance: It is further understood that if and when the City, in the exercise of its discretion, shall determine that the grade of any street or sidewalk should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the Licensed Premises, Licensee’s improvements or appurtenances thereon, or the use thereof by Licensee, City may proceed with such improvement or work without liability to Licensee. Further, any modifications or changes to Licensee’s facilities in the licensed area or in construction or reconstruction of any public improvement attributable to Licensee’s use of the licensed area and/or its installations and improvements shall be made at the sole expense of Licensee and to the satisfaction of City.
9. Insurance and Indemnification: At such time as this license is granted, it is agreed that Licensee shall hold harmless and indemnify City and procure and keep in full force and effect Insurance coverage of the kind and in the minimum amounts, all as set forth in Exhibit “C,”

attached and made a part hereof for all purposes, which provisions shall survive termination or expiration of the term of this License Agreement.

10. Reservations: This License is subject to any existing utilities or communication facilities, including drainage, presently located within or about the Licensed Premises, owned or operated by the City or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the Licensed Premises for facilities presently located within the boundaries of said Licensed Premises. No improvement or appurtenance shall be constructed or placed upon, over or across the Licensed Premises in such a manner as to interfere with the operation of any utilities or communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any improvement or appurtenance which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the Licensed Premises. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any improvements or appurtenances which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the Licensed Premises for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of Licensee.
11. Successors and Assigns: The terms of this License shall be binding upon the Licensee and Licensee's successors and assigns.
12. Non-assignable: This License may not be assigned by Licensee without the prior written approval from the City. The assignee shall deliver a copy of the assignment, along with the assignee's written acceptance of the provisions of this License, to the Director of Community and Economic Development for the City of San Angelo, or his designee, within ten (10) days of such assignment. Should Licensee fail to obtain prior written approval for assignment of this License or fail to provide the City with the required written acceptance and a copy of the assignment as provided, the Director of Community and Economic Development, or his designee, may terminate this License.

IN WITNESS WHEREOF, the parties hereto have caused License to be executed in duplicate and intend to be legally bound thereby.

LICENSOR:
CITY OF SAN ANGELO

BY: _____
Daniel Valenzuela, City Manager

Date: _____, 2016

ATTEST:

Bryan Kendrick, City Clerk

LICENSEE:
TOM GREEN COUNTY

BY: _____

ITS: _____ Managing Member

Date: _____, 2016

STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____ as Managing Member of TOM GREEN COUNTY, a Texas home rule municipal corporation, on behalf of said corporation pursuant to resolution of its governing body.

Notary Public, State of Texas

**TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT
BETWEEN CITY OF SAN ANGELO AND TOM GREEN COUNTY**

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagan,
Risk Manager

APPROVED AS TO FORM:

Theresa James,
City Attorney

EXHIBIT "A"
Page 1 of 2
LEGAL DESCRIPTION
109 and 113 West Beauregard Avenue
San Angelo, TX 76903

FIELD NOTES

2268 Square Feet

June 23, 2015
15-S-0897

Being 2268 square feet located within W. Beauregard Avenue and adjacent to Block 9, Miles Addition to the City of San Angelo, Tom Green County, Texas, recorded in Cabinet F, Slide 77, Plat Records of Tom Green County, Texas, said 2268 square feet tract being more particularly described by metes and bounds as follows:

Beginning at a point in the southeast right-of-way line of W. Beauregard Avenue and the northwest line of said Block 9, for the southwest corner of this herein described 2268 square feet tract, from which an aluminum monument in concrete found for the southwest corner of Block 16, said Miles Addition bears S. 70°13'40" W., 148.00 feet and N. 19°46'20" W., 100.00 feet;

Thence N. 19° 46' 20" W., 2.50 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. 70° 13' 40" E., 17.00 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. 19° 46' 20" W., 7.50 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. 70° 13' 40" E., 37.04 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. 19° 46' 20" W., 1.16 feet to an "X" cut in concrete set for an angle corner of this herein described 2268 square feet tract;

Thence N. 70° 13' 40" E., 24.00 feet to an "X" cut in concrete set for an angle corner of this herein described 2268 square feet tract;

Thence S. 19° 46' 20" E., 1.16 feet to an angle corner of this herein described 2268 square feet tract;

Thence N. 70° 13' 40" E., 148.58 feet to an angle corner of this herein described 2268 square feet tract;

Thence S. 19° 46' 20" E., 3.64 feet to an angle of this corner herein described 2268 square feet tract;

Thence N. $70^{\circ} 13' 40''$ E., 15.93 feet to an "X" cut in concrete set for the northeast corner of this herein described 2268 square feet tract;

Thence S. $19^{\circ} 46' 20''$ E., 6.36 feet to a point in the southeast right-of-way line of W. Beauregard Avenue and the northwest line of said Block 9, for the southeast corner of this herein described 2268 square feet tract;

Thence along the southeast right-of-way line of said W. Beauregard Avenue and the northwest line of said Block 9, S. $70^{\circ} 13' 40''$ W., 242.55 feet to the place of beginning and containing 2268 square feet.

EXHIBIT "B"
ELEVATION VIEW OF FIXTURES
Page 1 of 2
"Turner Building – Polycarbonate Paneling"
109 West Beauregard Avenue
San Angelo, TX 76903

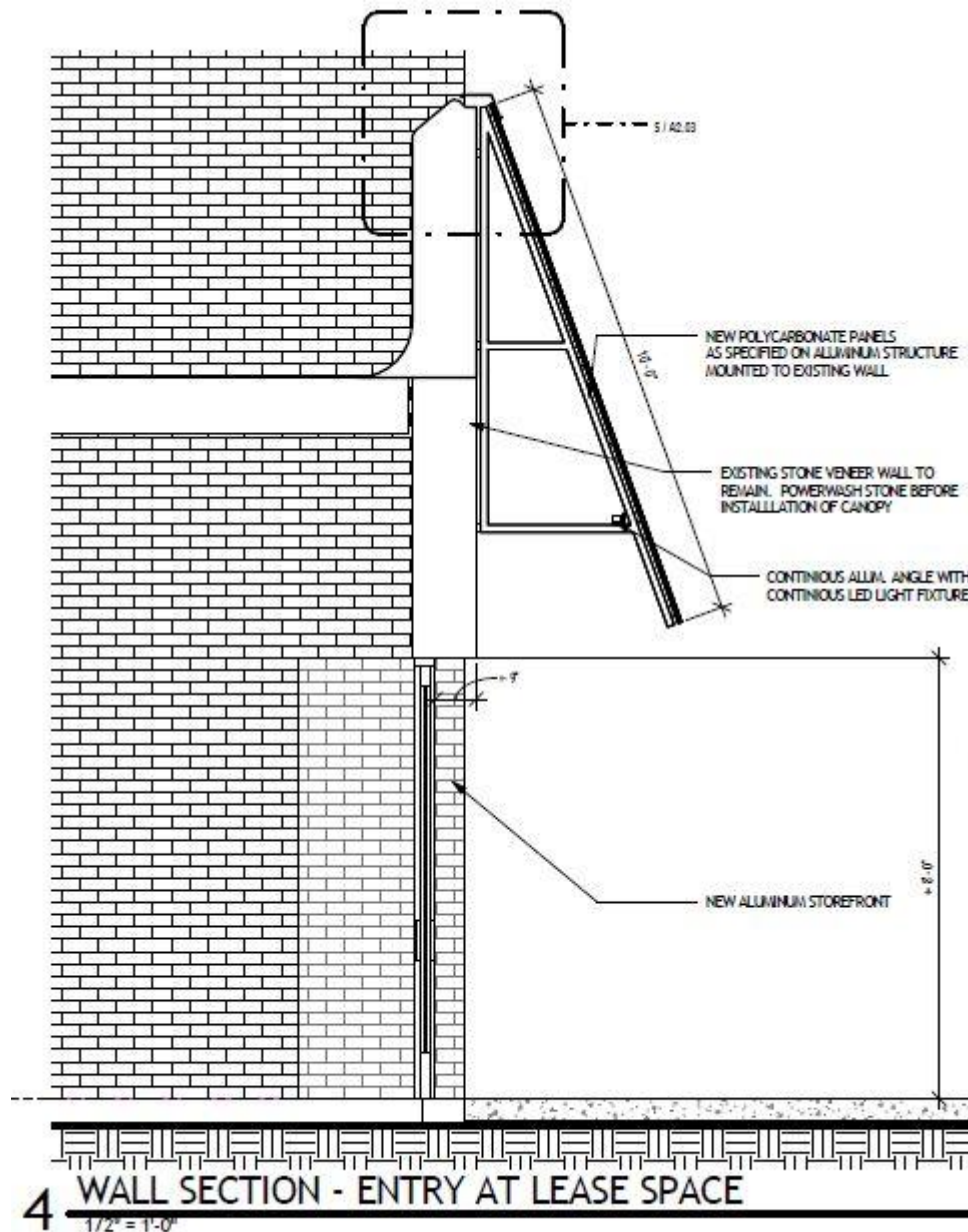
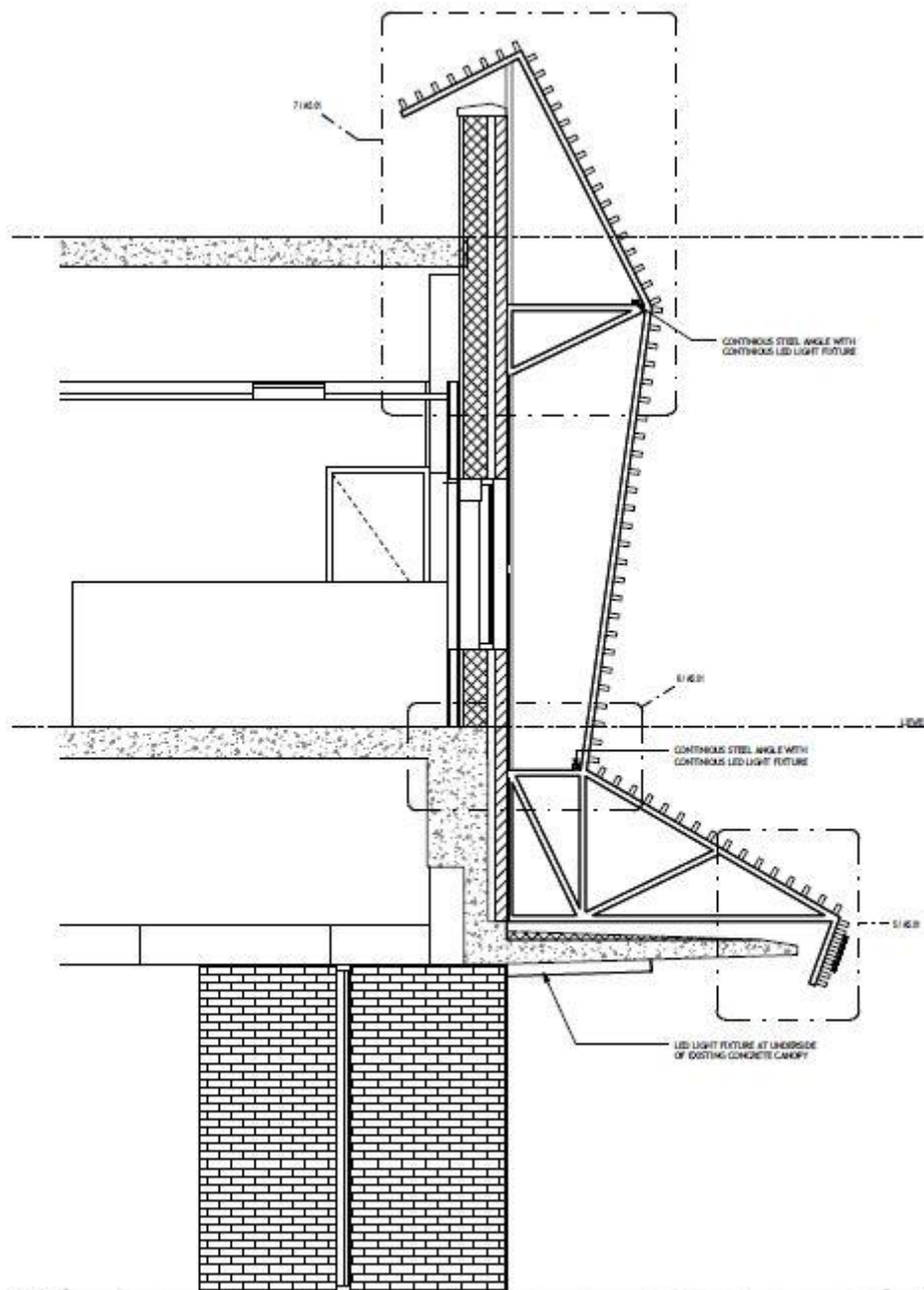


EXHIBIT "B"
ELEVATION VIEW OF FIXTURES
Page 2 of 2
"E.B. Keyes Building – Entry Trellis"
113 West Beauregard Avenue
San Angelo, TX 76903



1 PARTIAL WALL SECTION - NORTH ENTRY
1/2" = 1'-0"

EXHIBIT "C"

TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT
INSURANCE REQUIREMENTS

1. INDEMNIFICATION.

1.1 GENERAL INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF LICENSEE OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF LICENSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LICENSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LICENSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LICENSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE

**INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR
WILLFUL MISCONDUCT.**

1.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF LICENSEE IN PERFORMING UNDER THIS CONTRACT.

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Licensee 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 Licensee, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 Waiver of Subrogation. Licensee 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, Licensee 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, Licensee and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 52 West College Avenue, San Angelo, Texas 76903.

2.1.5 Licensee's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Licensee's liability or as a full performance on its part of the indemnification provisions of this Contract. Licensee'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 Licensee to maintain adequate coverage shall not relieve Licensee of any contractual responsibility or obligation.

2.1.6 Sub-Licensees' Insurance. Licensee shall cause each Sub-Licensee and Sub-Sub-Licensee of Licensee to purchase and maintain insurance of the types and in the amounts specified below. Licensee shall require Sub-Licensees and Sub-sub-Licensees to furnish copies of certificates of insurance to Licensee's Risk Manager evidencing coverage for each Sub-Licensee and Sub-Sub-Licensee.

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

2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Licensee and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Licensee's employees) and damage to property of the City or others arising out of the act or omission of the Licensee or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Licensee under the paragraph of this Contract entitled "Indemnification." Coverage shall not be less than:

\$ 1,000,000.00	General Aggregate
\$ 1,000,000.00	Each Occurrence

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Michael Dane, Assistant City Manager, City Manager's Office, (325) 657-4241

Meeting Date: February 16, 2016

Item type: Consent Item

Caption:

Consider adopting a Resolution authorizing the City Manager to execute a contract, in substantially the attached form, between the City of San Angelo and Brinkley Sargent Wiginton Architects for services related to the First Financial Bank Building in an amount not to exceed twenty thousand (20,000) dollars (M.Dane)

Summary/History:

In 2011 the City contracted with Wiginton Hooker Jeffry Architects P.C. (now merged and renamed Brinkley Sargent Wiginton Architects) for consultant services for a new San Angelo Law Enforcement Building. The firm conducted a needs assessment, gathered information about available locations which might be suitable, and met with the City Council to discuss possibilities.

Since that time, the City has contracted to purchase the First Financial Bank Building, located at 301 West Beauregard.

In this new contract, the contractor would assist the Council in developing a vision for this property suitable for discussion with stakeholders and voter consideration in a bond election.

When the Council chooses to move ahead with design and construction, this contract will need to be amended.

Financial Impact:

\$20,000

Other Information/Recommendation:

Staff recommends approval of the proposed resolution.

Attachments:

1. Resolution 16-173 Resolution Approving Architect for Law Enforcement Center FINAL DF.docx
2. Agreement 16-173 CM PUR 01-10 Architect Agreement 2 16 2016 FINAL DF.docx

Presentation:

n/a

Approvals/Reviews:

Dane, Michael	Created/Initiated
Carriger, Tina	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

A RESOLUTION BY THE SAN ANGELO CITY COUNCIL APPROVING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT BETWEEN THE CITY OF SAN ANGELO AND BRINKLEY SARGENT WIGINTON ARCHITECTS, INC. FOR SERVICES RELATED TO THE FIRST FINANCIAL BANK BUILDING.

WHEREAS, On December 11, 2009 the City received responses from a Request for Qualifications ("RFQ") PD-01-10 for the provision of Architectural Services for a new San Angelo Law Enforcement Center and Wiginton Hooker Jeffrey Architects' proposal in response thereto, was selected as the most qualified proposal for the provision of Services; and

WHEREAS, on January 1, 2015 Wiginton Hooker Jeffrey Architects was acquired by Brinkley Sargent Wiginton Architects, Inc.; and

WHEREAS, City now desires professional architectural consulting services in connection with a needs assessment study for the use of the First Financial Bank Building as the law enforcement center; and

WHEREAS, Architect's response to RFQ PD-01-10, now known as Brinkley Sargent Wiginton Architects, Inc., and the initial work Architect conducted under a prior agreement related to the San Angelo Law Enforcement Center demonstrates they are the most qualified firm to conduct this needs assessment study.

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

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

PART 2: The City Manager is hereby authorized to negotiate and execute an agreement between the City of San Angelo and Brinkley Sargent Wiginton Architects, Inc. for services related to the use of the First Financial Bank Building as a law enforcement center.

PASSED and APPROVED THIS 16th DAY OF February, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

**ARCHITECTURAL AND PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN ANGELO AND BRINKLEY SARGENT WIGINTON
ARCHITECTS, INC.**

This Agreement is entered into this _____ day of _____, 2016 in Tom Green County, Texas by and between the City of San Angelo, a Texas home rule municipal corporation (“City”) and Brinkley Sargent Wiginton Architects, Inc., a Texas professional corporation, (“Architect”) for consultant services for a new San Angelo Law Enforcement Building.

RECITAL

- A.** On December 11, 2009 City received responses from a Request for Qualifications (“RFQ”) PD-01-10 for the provision of Architectural Services for a new San Angelo Law Enforcement Building (“Services”) and Wiginton Hooker Jeffrey Architects’ proposal (“Proposal”), in response thereto, was selected as the most qualified proposal for the provision of Services.
- B.** On January 1, 2015 Wiginton Hooker Jeffrey Architects was acquired by Brinkley Sargent Wiginton Architects, Inc.
- C.** City now desires professional architectural consulting services in connection with a needs assessment study for the police department of San Angelo, Texas, herein after referred to as the “Project”.
- D.** Architect’s response to RFQ PD-01-10, now known as Brinkley Sargent Wiginton Architects, Inc., and the initial work Architect conducted under a prior agreement related to the San Angelo Law Enforcement Building, demonstrates they are the most qualified firm to conduct this needs assessment study.
- D.** On February 16, 2016, the City Council of City of San Angelo approved the selection of Architect and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

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

TERMS:

1. RECITALS:

The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. SCOPE OF SERVICES (WORK):

- A.** Project consists of Professional Design Services for a new law enforcement building. Architect's services will be divided into four (4) phases:

Phase One

Architect will, over the course of two days, host workshops and/or public meetings to provide information and receive input on options to be studied from interested City Council members, City staff, police administration and the public.

Phase Two

Review input and develop additional documents and pricing options for review.

Phase Three

With the input of City staff, finalize options for Council consideration and develop a conceptual rendering of the police facility and a site plan for review.

Phase Four

Present police facility budget and conceptual rendering to the Bond Committee.

- B.** Architect acknowledges to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Contract Documents; (v) Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) Services provided under this

Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

3. SCHEDULE OF SERVICES:

A. Schedule

Phase 1-3	7 weeks
Phase 4	In accordance with City Schedule

B. Completion of Services

Architect's services under each item of the Scope of Work shall be considered complete on the date when the submission of that item has been accepted by City.

C. Changes

If City requests significant modifications or changes in the Scope of Services, extent or character of Project, the time of performance of Architect's services, the various rates of compensation and schedule shall be adjusted equitably.

D. Written Authorization for Additional Work

Any provision in this Agreement notwithstanding, is specifically understood and agreed that Architect shall not authorize or undertake any work pursuant to this Agreement which would require the payment of any fee, expense or reimbursement without first having obtained the specific written authority to do so from City.

4. COMPENSATION:

A. The amount of compensation payable by City to Architect shall be based on the rates and schedules described in Attachment "A" hereto, which by this reference is incorporated into this Agreement as if fully set forth herein.

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

5. OWNERSHIP OF DOCUMENTS:

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

6. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Architect under this Agreement, audit, or cause to be audited, those books and records of Architect which are related to Architect's performance under this Agreement. Architect agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. City shall have the right to a copy of any document or report created as a result of this Agreement during the three (3) year term. City shall reimburse Architect reasonable expenses associated with reproduction of the report or document.

B. City may, at reasonable times during the term hereof, inspect Architect's facilities and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Architect under this Agreement conform to the terms hereof, if applicable. Architect shall make available to City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives.

7. AWARD OF AGREEMENT:

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

8. PUBLIC RECORDS:

Architect understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Texas Statutes, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Architect's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Architect understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Architect agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

10. INDEMNIFICATION:

Architect shall indemnify and hold harmless City and its officials, employees (collectively referred to as "Indemnitees") and each of them from and against damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Architect or Architect's agent, consultant under contract, or another entity over which Architect exercises control (whether active or passive) of Architect or its employees, or sub-provides (collectively referred to as "Architect") (ii) the failure of Architect to comply with any of the paragraphs herein or the failure of Architect to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Architect expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Architect, or any of

its sub-providers, as provided above, for which Architect's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Architect to indemnify or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Architect in performing Services under this Agreement.

For Professional Liability Claims, Architect shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Architect or Architect's agents are found negligent or otherwise at fault.

11. **INSURANCE:**

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

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

(2) Named Insureds. All insurance policies required herein shall be drawn in the name of Architect, with City, its council members, board and commission members, officials, agents, invitees, consultants and employees named as additional insureds, except on Workers' Compensation and Professional Liability coverage.

(3) Waiver of Subrogation. Architect shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

(4) Certificates of Insurance. At or before the time of execution of this Agreement, Architect 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, Architect and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificate to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College Ave., San Angelo, Texas 76903.

(5) Architect's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Architect's liability or as a full performance on its part of the indemnification provisions of this Agreement. Architect'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 Architect to maintain adequate coverage shall not relieve Architect of any contractual responsibility or obligation.

(6) Subcontractors' Insurance. Architect shall cause each Subcontractor and Sub-subcontractor of Architect to purchase and maintain insurance of the types and in the amounts specified below. Architect shall require Subcontractors and Sub-subcontractors to furnish copies of certificates of insurance to Architect's Risk Manager evidencing coverage for each Subcontractor and Sub-subcontractor

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

(1) Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Architect and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Architect's employees) and damage to property of City or others arising out of the act or omission of Architect or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by

Architect under the paragraph of this Agreement entitled “Indemnification”, including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall not be less than:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products - Completed Operations Aggregate
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence

(2) Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Architect 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
---------------	-----------------------

(3) Workers’ Compensation and Employer’s Liability. If Architect hires any employees, Architect shall maintain Workers’ Compensation and Employer’s Liability insurance, which shall protect Architect 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, Architect qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers’ compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

(4) Professional Liability. This insurance shall include limited contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Coverage shall be as follows:

\$ 2,000,000.00

12. DEFAULT:

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

13. RESOLUTION OF CONTRACT DISPUTES:

Architect understands and agrees that all disputes between Architect and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for its resolution, prior to Architect being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty-Five Thousand and No/100 Dollars (\$25,000.00), the City Manager's decision shall be approved or disapproved by the City Council. Architect shall not be entitled to seek judicial relief unless: (i) it has first received City Manager's written decision, approved by the City Council if the amount of compensation hereunder exceeds Twenty-Five Thousand and No/100 Dollars (\$25,000.00); or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation ninety (90) days if City Manager's decision is subject to City Council approval; or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

14. TERMINATION RIGHTS OF CITY:

A. City may, by written notice, terminate this Agreement in whole or in part at any time, either for City's convenience or because of failure to fulfill the obligations contained within this Agreement. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to City.

B. If the termination is for the convenience of City, an equitable adjustment in the contract price shall be made for Services performed, but no amount shall be allowed for anticipated profit on unperformed Services.

C. If the termination is due to failure to fulfill Architect's obligations, City may take over the work and prosecute the same to completion by contract or otherwise. In such case, Architect shall be liable to City for any additional costs occasioned thereby to City.

D. If, after notice of termination for failure to fulfill contract obligations, it is determined that Architect had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the contract price shall be made as provided in this section.

E. The rights and remedies of City provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. WORK DRAWINGS AND DOCUMENTATION:

After performance and completion of Services under this Agreement, and prior to final payment, Architect shall deliver to City, all original documentation and drawings prepared under this Agreement. Architect shall make available to City all basic survey notes and sketches, charts, computations and other data upon request of City and without restriction or limitation on their use. In the event City does not have proper storage facilities for the protection of the original documentation and drawings, City may request Architect to retain the drawings with the provision that they will be made available without restriction upon written request. In the event any of the above documents are re-used by City, the nameplates will be removed and the Architect released and held harmless of subsequent liabilities.

16. NON-DISCRIMINATION:

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

17. ASSIGNMENT:

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

18. NOTICES:

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

CITY:

City of San Angelo
Attn: Michael Dane
72 W. College Ave
San Angelo, Texas 76903
Phone: (325) 657-4241

ARCHITECT:

Brinkley Sargent Wiginton Architects, Inc.
Attn: Harold Sargent
5000 Quorum Drive, Suite 600
Dallas, Texas 75254
Phone: (972) 960-9970

19. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas.

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

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

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

20. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

21. INDEPENDENT CONTRACTOR:

Architect has been procured and is being engaged to provide services to City as an independent contractor, and not as an agent or employee of City. Architect further understands that Texas Workers' Compensation benefits available to employees of City are not available to Architect, and agrees to provide workers' compensation insurance for any employee or agent of Architect rendering services to City under this Agreement.

22. CONTINGENCY CLAUSE:

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

23. ENTIRE AGREEMENT:

This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

24. COUNTERPARTS:

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

[Signature Page to Follow]

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

CITY

City of San Angelo

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

ARCHITECT

Brinkley Sargent Wiginton Architects, Inc.

By: _____
Harold E. Sargent

ATTEST:

Approved as to Content:

Approved as to Form:

Michael Dane, Assistant City Manager

Theresa James, City Attorney

Approved as to Content:

Approved as to Insurance Requirements:

David Knapp, R.A.
Architect/Construction Manager

Charles Hagen, Risk Manager

CERTIFICATION OF ARCHITECT

I hereby certify that I am _____, a duly authorized representative of the firm of Brinkley Sargent Wiginton Architects, Inc., whose address is 5000 Quorum Drive, Suite 600, Dallas, Texas 75254 and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(b) Agree, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

Brinkley Sargent Wiginton Architects, Inc.

By: _____

Date: _____

Exhibit “A”
Compensation

Term

Terms used in describing the applicable method of payment for services provided by Architect shall have the meaning indicated below.

Basis and Amount of Compensation for Basic Service/Reimbursable Expenses

A. Fees and reimbursable expenses are based upon the following number of project meetings:

Phase 1	2 Meetings
Phase 2	1 Meeting
Phase 3	1 Meeting
Phase 4	1 Meeting
 Total Meetings	 5 Meetings

B. Professional Fees

Phase 1	\$3,200	2 meetings
Phase 2	\$3,000	1 meeting
Phase 3	\$9,600	1 meeting
Phase 4	\$1600	1 meeting
Reimbursables	\$2600	5 trips @ \$550/Trip
 Total Fees and Reimbursable Expenses	 \$20,000	

Reimbursable expenses are based upon an agreed regular schedule for meetings with minimum two week notice. These include tolls, mileage, meals, printing, photographs, facsimilie transmissions, copies and production of study report documents.

Additional Services

Additional Services not covered under the Scope of Services will be provided to City as a lump sum fee based upon a defined scope of work.

Basis and Amount of Compensation for Additional Services

Additional scope to be defined and a fixed fee developed for that scope.

Partial Payments for Services

Partial fee payments may be applied for at monthly intervals, based upon statements, which reflect the percentage of the work completed for the various items listed under Scope of Services and Reimbursable Expenses. These statements shall be prepared by Architect and approved by City.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Budget,

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending the 2015-2016 budget for capital projects (M. Chegwiddden)

Summary/History:

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

- Performing Arts Center Annex.

Financial Impact:

\$3,000,000 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|--------------------------|-------------------------------------|
| 1. | Ordinance and Exhibit A | Ordinance and Exhibit A.pdf |
| 2. | Additional Information | Additional Information.pdf |
| 3. | Budget Amendment Request | DC BA Memo Perf Arts Ctr Annex.xlsx |
| 4. | PowerPoint | FIN Budget Amendment 2-2-16.pptx |

Presentation:

PowerPoint

Approvals/Reviews:

Kendrick, Bryan

Created/Initiated

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2015, AND ENDING SEPTEMBER 30, 2016, FOR A CAPITAL
PROJECT.**

WHEREAS the City of San Angelo has determined that new projects not included in the current budget should begin, and

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2015-2016 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 2nd day of February, 2016, and APPROVED and ADOPTED on this the 16th day of February, 2016.

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content and Form:

Tina Carriger, Finance Director

City of San Angelo
Proposed Budget Amendment
Exhibit A

Fund	Description	Total Revenue Amendment	Total Expense Amendment	Net Benefit/ (Cost)
502	General Capital	1,500,000	1,500,000	-
	Development Corporation	-	1,500,000	(1,500,000)
	Total	1,500,000	3,000,000	(1,500,000)

**City of San Angelo
Proposed Budget Amendment
Additional
Information**

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/ (Cost)
Performing Arts Center Annex	Type B Sales Tax, Economic Development Fund – Fund Balance	1,500,000	3,000,000	(1,500,000)
Total		1,500,000	3,000,000	(1,500,000)

Memo

To: Morgan Chegwidden, Budget Manager
From: Roland Pena Economic Development Director
Date: January 26, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for agreement with San Angelo Performing Arts Council for performing arts center annex.

Source of Funding:

Economic Development Fund - Fund Balance (Type B Sales Tax)

Funding previously approved by City Council and when?

Council approval date: City Council is expected to ratify the performance agreement between City of San Angelo, SAPAC, & COSADC on 2/2/2016. COSADC approved executed agreement on 12/16/2016

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Development Corporation Economic Development Fund			
Performing Arts Center Annex	-	1,500,000	1,500,000
General Capital Projects Fund			
Revenue			
502-0000-391.04-00	12,000	1,500,000	1,512,000
Expense			
502-6602-800.07-20	7,066,819	1,500,000	8,566,819

Additional Comments:

Project Manager should submit memo for attachment to Special Payment Request before payment is made to City Account. Please adjust budget reallocating \$1.5 M from unrestricted fund balance - economic development to City Auditorium Annex new account# needed.



City Council

February 2, 2016



Budget Amendment

	Revenue	Expense
Performing Arts Center Annex		
Development Corp Fund	-	1,500,000
General Capital Projects Fund	1,500,000	1,500,000





City Council

February 2, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

First public hearing and consideration of an Ordinance for a public right-of-way (alley) abandonment of a 6,125-square foot public right-of-way (alley) from Hudson Street to North Bryant Boulevard, between West 18th and West 19th Streets (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The purpose of the abandonment request is for the applicant to acquire the entirety of the alley abutting his 6 westerly lots, being Lots 9-11 of Block 1 in the Leon Heights Addition and being Lots 9-11 of Block 1 in the Mineola Heights Addition. The applicant originally applied for only this portion of the alley to be abandoned, but at the request of staff revised their application to include the entirety of the alley so as not to leave a partial alley.

In their reasons for the abandonment request, the applicant indicated concerns of vandalism to their new building and safety concerns regarding high speed vehicle traffic using the alley, which divides the applicants two sites where people and cars often move back and forth.

Engineering Services, AEP, and Suddenlink all support the right-of-way abandonment for the alley on the condition the applicant provides an unobstructed utility easement for the entire length and width of the alley, being 17.5 feet in width and 350 feet in length, to accommodate existing utilities. The applicant will be required to coordinate gated access with these utility providers.

The Planning Division is in support of the proposed alley abandonment based on the comments above. Under normal circumstances, the adjacent landowner would purchase ½ of the alley that abuts their properties. In this case, the abandonment request was exclusively made by the applicant, and not the other adjacent landowner. Therefore an additional condition of approval was recommended by the City Attorney's office. The condition will require the applicant to purchase the portion of the alley abutting the adjacent landowner in the event the adjacent owner declines to purchase, thereby granting the applicant the entire 6,125 square feet of land within the alley.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1. Staff Report PL_Alley Abandonment (Leon & Mineola Heights Addition) Staff Report.pdf
2. Draft Ordinance PL_Alley Abandonment (Leon&Mineola Heights Addition) Ordinance.docx

Presentation:

Jon James

Approvals/Reviews:

Guerra, Rebeca

James, Jon

James, Theresa

Carriger, Tina

James, Theresa

Dunn, Becky

Kendrick, Bryan

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

STAFF REPORT



Meetings: February 16, 2016
March 1, 2016

To: City Council

From: Jon James, AICP
Planning and Development Services Director

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Request: A public right-of-way (alley) abandonment of a 6,125-square foot public right-of-way (alley) lying between Lots 5-11, Block 1 in the Leon Heights Addition and Lots 5-11, Block 1 in the Mineola Heights Addition from Hudson Street to North Bryant Boulevard

Location: Between Hudson Street and North Bryant Boulevard, north of West 18th Street and south of West 19th Street

Legal Description: Being an area of 6,125 square feet of land, lying between Lots 5-11, Block 1 in the Leon Heights Addition and Lots 5-11, Block 1 in the Mineola Heights Addition from Hudson Street to North Bryant Boulevard

Size: 0.140 acres (6,125 square feet)

General Information

Future Land Use: Between Lots 5-8: Neighborhood Center
Between Lots 9-11: Transitional

Zoning: Between Lots 5-8 (Leon Heights Addition):
General Commercial/Heavy Commercial (CG/CH)
Between Lots 5-8 (Mineola Heights Addition):
Between Lots 9-11: General Commercial (CG)
Between Lots 9-11: Neighborhood Commercial (CN)

Existing Land Use: Pubic (Alley) Right-of-Way between Hudson Street and North Bryant Boulevard

Surrounding Zoning/Land Use:

North:	General Commercial/Heavy Commercial (CG/CH); Neighborhood Commercial (CN)	Auto Wrangler Auto Sales and Repair, Stripes Gas Station with Convenience Store
West:	Single-Family Residence (RS-1)	Single Family Dwellings
South:	Neighborhood Commercial (CN)	Auto Wrangler Auto Sales and Repair
East:	General Commercial/Heavy Commercial (CG/CH)	Walt's Auto Sales, Whataburger

District: SMD#4 – Lucy Gonzales

Neighborhood: Blackshear Neighborhood

Thoroughfares/Streets: This public (alley) right-of-way is 17.5 feet wide with a length of 350 feet between Hudson Street, a Local Street, and North Bryant Boulevard, a Major Arterial Street which is owned and maintained by TXDOT. A local street carries light neighborhood traffic at low speeds. An Arterial Street is designed to connect collector streets to freeways and other arterials carrying large volumes of traffic at high speeds.

History and Background:

On October 22, 2015, the applicant submitted an Abandonment Right-of-Way request for the subject alley, being a 6,125-square foot public right-of-way lying between Lots 5-11, Block 1 in the Leon Heights Addition and Lots 5-11, Block 1 in the Mineola Heights Addition from Hudson Street to North Bryant Boulevard.

The purpose of the abandonment request is for the applicant to acquire the entirety of the alley abutting his 6 westerly lots, being Lots 9-11 of Block 1 in the Leon Heights Addition and being Lots 9-11 of Block 1 in the Mineola Heights Addition. The applicant originally applied for only this portion of the alley to be abandonment and at the request of Planning Staff, which cited concerns about traffic safety, revised their application to include the entirety of the alley – even though they only plan to fence the back 150 feet of the alley.

In their reasons for the abandonment request, the applicant indicated safety concerns, particularly at the back 3 lots at the southeast corner of Hudson Street and West 19th Street where he plans to erect a 5,000-square foot building for vehicular storage, car washing and detailing that was approved as a Special Use (SU15-01) on September 1, 2015. He indicated without proper fencing, that vandals could damage his new building now under construction. The applicant also raised concerns about vehicles traveling at high speeds, using the alley as a drive-thru lane to connect from Hudson Street to North Bryant Boulevard. This could lead to potential accidents as his employees often walk or drive vehicles for sale through this alley which connects his auto sales component to the south with the repair and storage area to the north of the alley. At present, the public alley divides his business into separate parts. Consolidating this portion of the alley into his holdings would provide a continuous flow of employees and vehicles throughout the site.

Engineering Services supports the right-of-way abandonment for the alley on the condition the applicant provides an unobstructed utility easement for the entire length and width of the alley, being 20 feet in width and 350 feet in length.

Planning Staff also circulated the application to other City departments and private utility companies in the area. AEP has an overhead electric line on the south side of the alley that will need to be accounted for, and Suddenlink also utilizes the south side of the alley and has an existing pole approximately midway in the alley, connecting underground service to 1801 North Bryant Boulevard. Both AEP and Suddenlink indicated they will support the alley abandonment provided the easement requested by Engineering Services is reserved. The applicant will be required to coordinate gated access with both these utility providers.

No other department had any comments pertaining to the abandonment request.

The Planning Division is in support of the proposed alley abandonment based on the comments above, and based on the fact that the applicant is only planning to fence up to the first 150 feet from Hudson Street, in which he owns all the land on either side of the street. The alley abandonment would assist the applicant in providing additional security, allowing him to install gates from both directions. It would also eliminate drive-thru traffic at high speeds, maintaining the area for his own auto sales vehicles to cross over from the south end of the alley to the north end for his business.

Concerns were raised by the City Attorney's Office about the 200-foot long portion of the alley to the northeast adjacent to the Town and Country Food Stores (Stripes) properties, Lots 5-8 of Block 1 in the Leon Heights Addition. Under normal circumstances, the adjacent landowner would purchase $\frac{1}{2}$ of the alley that abuts their properties. In this case, the abandonment request was exclusively made by the applicant, and not the other adjacent landowner. The City Attorney's Office has therefore advised Planning Staff to include an additional condition of approval as contained at the end of the Staff Report. The condition will require the applicant to purchase the portion of the alley abutting the adjacent landowner in the event they refuse to purchase, thereby granting the applicant the entire 6,125 square feet of land within the alley.

Notification:

Although public notification is not required for this request, Planning Staff sent notifications for both City Council meetings, via registered mail on February 6, 2016, to Town and Country Food Stores Inc. (Stripes) and Auto Wrangler, both of whom occupy lots directly abutting the alley.

Planning Commission Recommendation:

On January 25, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for a public right-of-way (alley) abandonment of a 6,125-square foot public right-of-way (alley) lying between Lots 5-11, Block 1 in the Leon Heights Addition and Lots 5-11, Block 1 in the Mineola Heights Addition from Hudson Street to North Bryant Boulevard, subject to the four (4) conditions contained in the Staff Report, by a unanimous 5-0 vote. The following is the complete excerpt of the minutes from the November 16, 2015, meeting for this case:

Jeff Fisher, Planner, outlined the case. He explained the applicant was granted a Special Use back in September 2015 for an expansion of their existing auto dealership, Auto Wrangler, onto the three lots at the southeast corner of Hudson Street and West 19th Street. The applicant is seeking to abandon the public alley which is immediately south of these properties and which extends east to North Bryant Boulevard. The purpose of the abandonment is to allow the applicant to

provide security fencing to reduce vandalism on his property, as well as to restrict traffic from using the alley, allowing him to connect his existing business to the south of the alley. The alley is 6,125 square feet in size and 17.5 feet wide with a length of 350 feet from Hudson Street to North Bryant Boulevard.

Mr. Fisher provided Planning Staff's rationale for recommending approval, which included allowing the applicant to directly access the auto sales component of his business to the south of the alley with the auto storage component to the north and that with the retention of an easement across the alley, the City and private utility companies would still be able to utilize the alley as necessary.

Commissioner Smith asked if Planning Staff had received any response from Stripes who owns the northeasterly four lots abutting the alley. Commissioner Smith wanted to know if the alley abandonment would affect any delivery trucks for Stripes' gas station and convenience store which may require access to the site. Mr. Fisher explained that no response had been received to date from Stripes, but that Stripes would continue to have direct access to their site from North Bryant Boulevard and West 19th Street.

Rebeca Guerra, Planning Manager, further clarified that although no notification was required per City Code, Planning Staff hand delivered and sent, via overnight registered mail, notification to Stripes and that they would be notified again of any future Council meetings.

Herb Hooker with SKG Engineering, the representative for the applicant, came to the podium and indicated he was available for any questions.

Commissioner Jackson asked if there were any utilities within the proposed abandoned alley. Mr. Hooker explained there were utilities within the alley, but that the utilities would be accessed through an unobstructed utility easement. This easement would allow the applicant to fence off the abandoned alley for security purposes while still allowing the City and utility companies to access their utilities when needed.

A Motion to approve the proposed public right-of-way (alley) abandonment was made by Commissioner Farmer and seconded by Commissioner Jackson. The motion carried unanimously, 5-0.

Staff Recommendation:

Staff's recommendation is for City Council to **APPROVE** a public right-of-way (alley) abandonment of a 6,125-square foot public right-of-way (alley) lying between Lots 5-11, Block 1 in the Leon Heights Addition and Lots 5-11, Block 1 in the Mineola Heights Addition from Hudson Street to North Bryant Boulevard, **subject to the following four (4) Conditions of Approval:**

Proposed Conditions:

1. A subdivision replat or replats shall be approved and recorded, absorbing the subject property into the adjacent lot(s) for the entirety of the alley right-of-way to be abandoned, that meets all requirements of the Land Development and Subdivision Ordinance.
2. Payment shall be remitted per the assessment formula outlined in the fee schedule in Section A9.008 of the Code of Ordinances for the entirety of the alley right-of-way to be abandoned.
3. Record all quit claim deed(s) officially abandoning the City's claim to the entirety of the alley right-of-way to be abandoned.
4. Provide an unobstructed utility easement for the entire width and length of the alley to be abandoned.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Metes and Bounds Description of Property
Survey Plat of Property
Application



ROW Abandonment Case File

ALLEY, LEON HTS & MINNEOLA HTS

Council District: Lucy Gonzales

Neighborhood: Blackshear

Scale: 1 inch :: 200 feet

Legal Desc.: 17.5-ft-wide alley thru Blk 1, Leon Heights and Blk 1, Minneola Heights Additions

Legend

Area to be Vacated:

Current Zoning:

CN; CG;

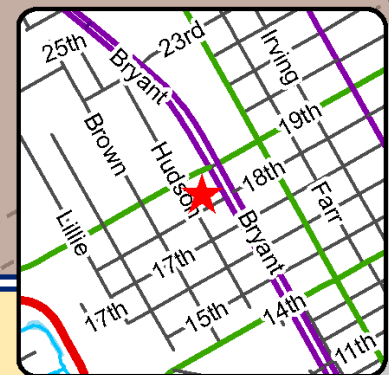
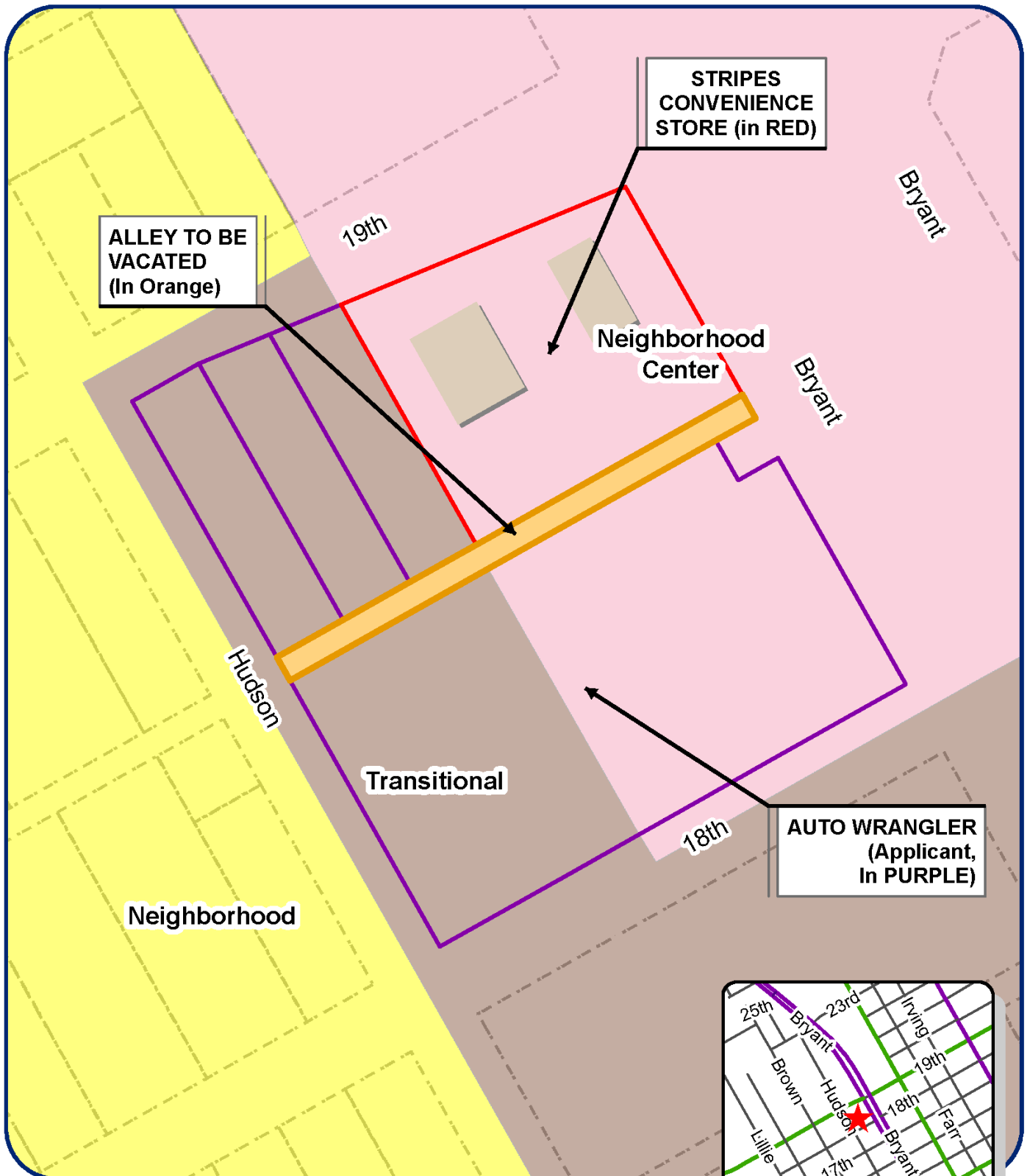
CG/CH

N/A

Requested Zoning Change:

Vision: **Neighborhood Ctr; Transitional**





ROW Abandonment Case File

ALLEY, LEON HTS & MINNEOLA HTS

Council District: Lucy Gonzales

Neighborhood: Blackshear

Scale: 1 inch :: 200 feet

Legal Desc.: 17.5-ft-wide alley thru Blk 1, Leon Heights and Blk 1, Minneola Heights Additions

Legend

Area to be Vacated: —

Current Zoning: CN; CG;

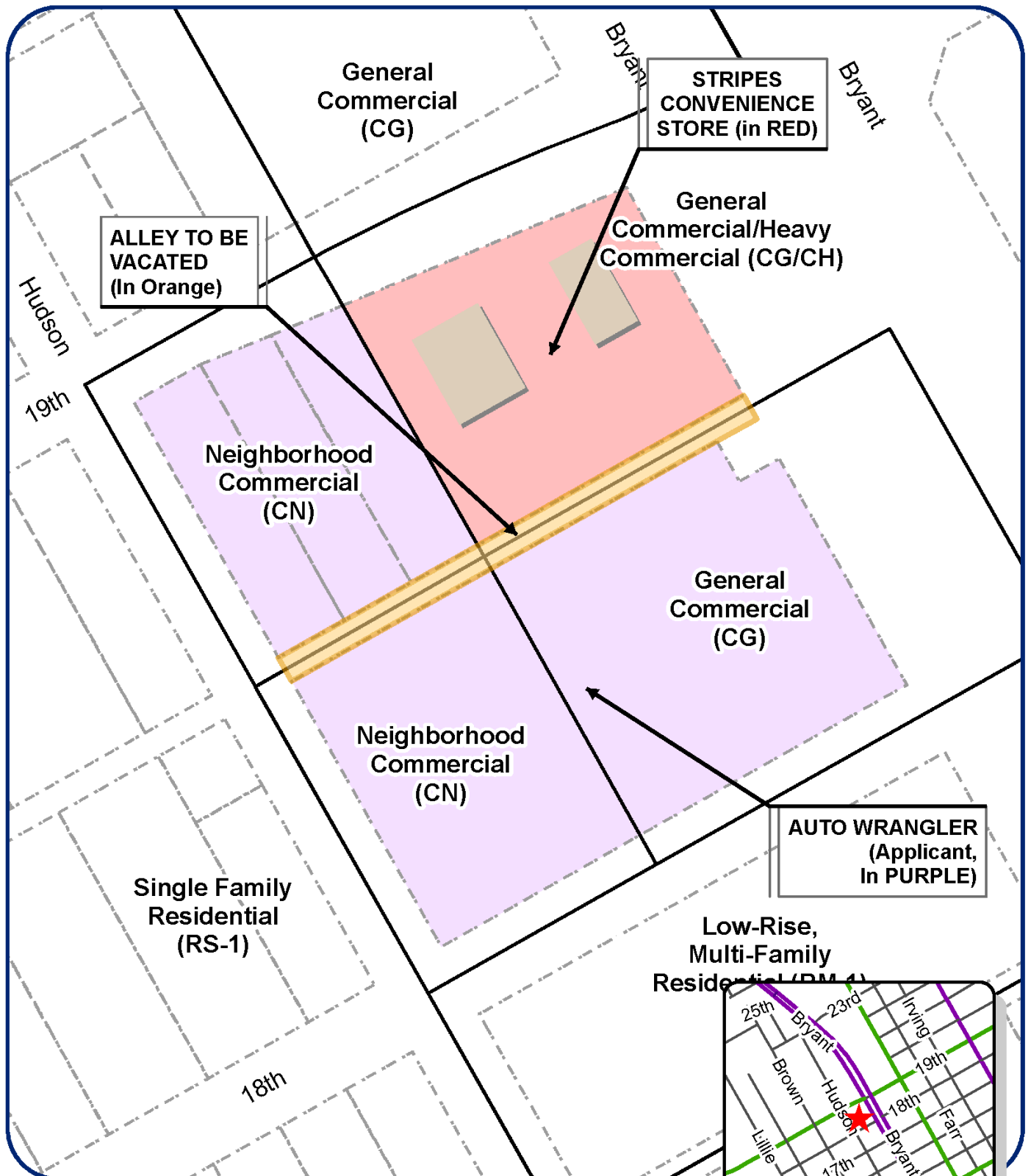
CG/CH

N/A

Requested Zoning Change: N/A

Vision: Neighborhood Ctr; Transitional





ROW Abandonment Case File

ALLEY, LEON HTS & MINNEOLA HTS

Council District: Lucy Gonzales

Neighborhood: Blackshear

Scale: 1 inch :: 200 feet

Legal Desc.: 17.5-ft-wide alley thru Blk 1, Leon Heights and Blk 1, Minneola Heights Additions

Legend

Area to be Vacated:

Current Zoning: CN; CG;

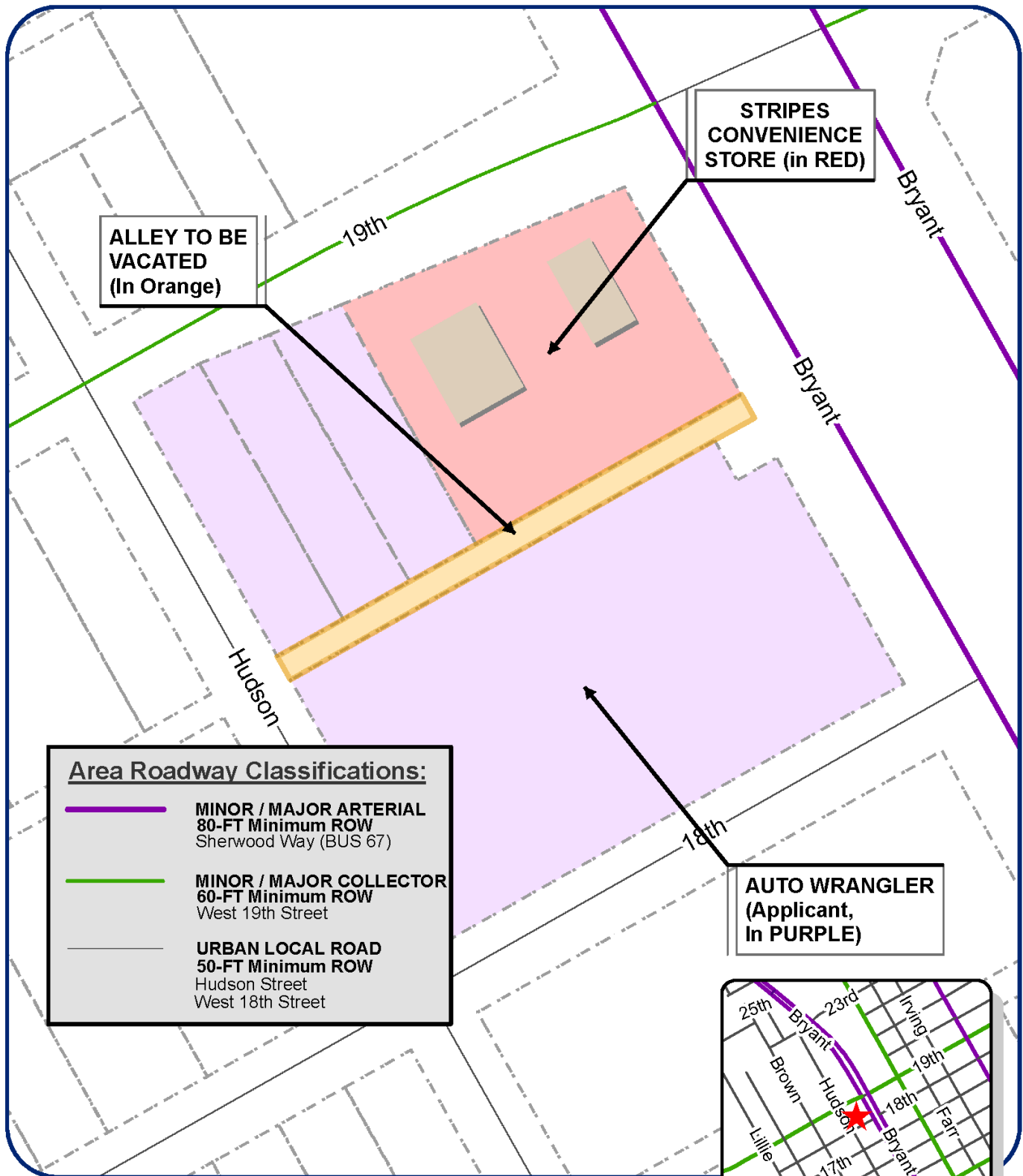
CG/CH

N/A

Requested Zoning Change:

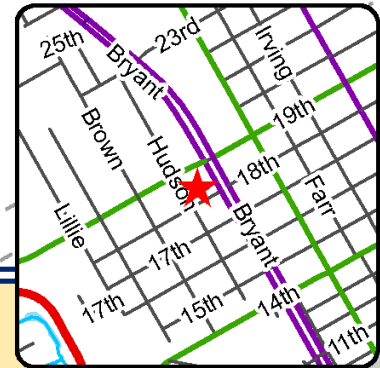
Vision: Neighborhood Ctr; Transitional





Area Roadway Classifications:

	MINOR / MAJOR ARTERIAL 80-FT Minimum ROW Sherwood Way (BUS 67)
	MINOR / MAJOR COLLECTOR 60-FT Minimum ROW West 19th Street
	URBAN LOCAL ROAD 50-FT Minimum ROW Hudson Street West 18th Street



ROW Abandonment Case File

ALLEY, LEON HTS & MINNEOLA HTS

Council District: Lucy Gonzales

Neighborhood: Blackshear

Scale: 1 inch :: 200 feet

Legal Desc.: 17.5-ft-wide alley thru Blk 1, Leon Heights and Blk 1, Minneola Heights Additions

Legend

Area to be Vacated:

Current Zoning: **CN; CG;**

CG/CH

N/A

Requested Zoning Change:

Vision: **Neighborhood Ctr; Transitional**



FIELD NOTES

6125 Sq. Ft. Alley

December 22, 2015

15-S-1554

Being an area of 6125 square feet of land and being an existing 17.5 feet wide alley lying between Lots 5 thru 11, Block 1, Leon Heights Addition as per plat of record in Volume 1, Page 155 Plat Records of Tom Green County, Texas and Lots 5 thru 11, Block 1, Mineola Heights Addition as per plat of record in Volume 1, Page 139 Plat Records of Tom Green County, Texas and said alley extending from Hudson Street to North Bryant Boulevard and being more particularly described by meets and bounds as follows:

Beginning at the northwest corner of this tract and the southwest corner of said Lot 11, Block 1, Leon Heights Addition at the intersection of the north line of said alley with the east line of Hudson Street;

Thence with the north line of this tract and said alley and the south line of said Lots 11 thru 5, Block 1, Leon Heights Addition N. $60^{\circ} 31' 39''$ E. 350.00 feet to the northeast corner of this tract at the southeast corner of said Lot 5, Block 1, Leon Heights Addition and being the intersection of the north line of said alley with the west line of said North Bryant Boulevard;

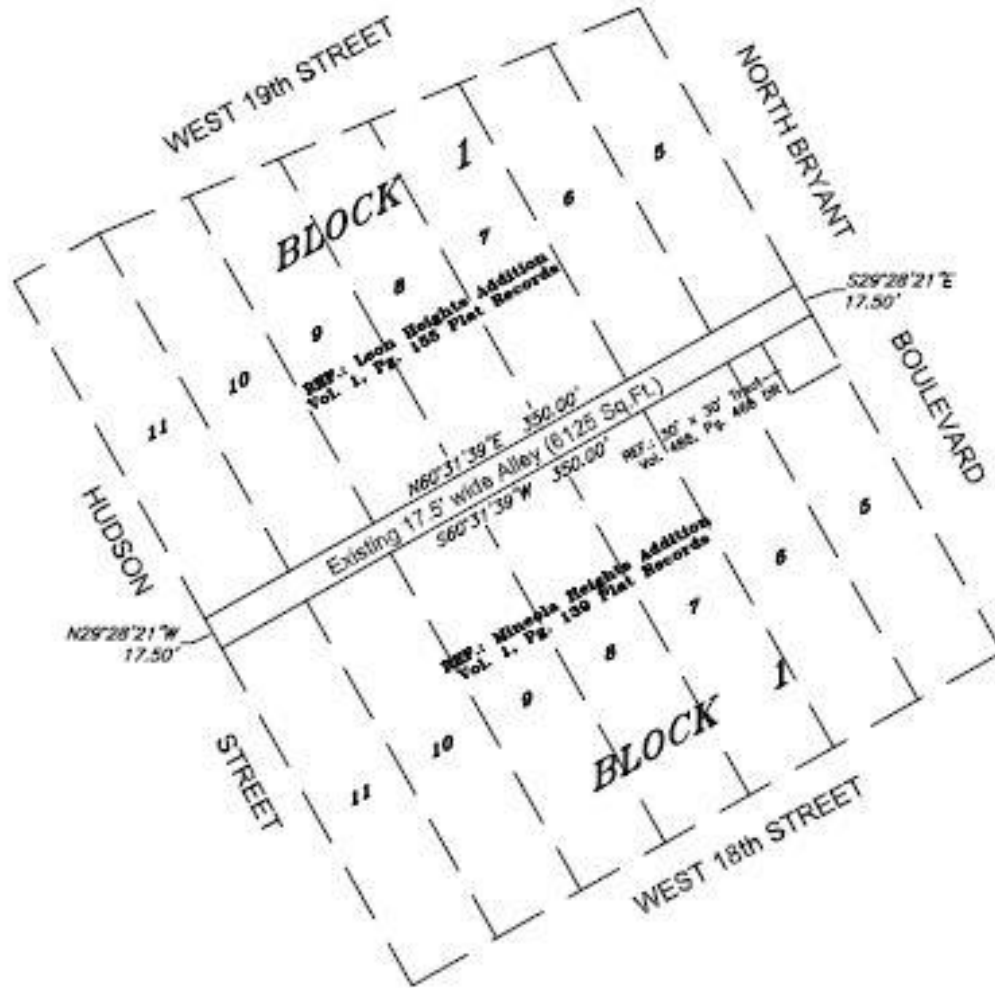
Thence with the east line of this tract S. $29^{\circ} 28' 21''$ E. 17.50 feet to the southeast corner of this tract at the northeast corner of said Lot 5, Block 1, Mineola Heights Addition and also being the northeast corner of that certain 900 square feet tract of record in Volume 488, Page 466 Deed Records of Tom Green County, Texas;

Thence with the south line of this tract and the north line of said 900 square feet tract S. $60^{\circ} 31' 39''$ W. at 30.00 feet pass the northwest corner of said 900 square feet tract, then continuing with the north line of said Lots 5 thru 11, Block 1, Mineola Heights Addition, in all 350.00 feet to the southwest corner of this tract at the northwest corner of said Lot 11, Block 1, Mineola Heights Addition and being the intersection of the south line of said alley with the east line of said Hudson Street;

Thence with the west line of this tract N. $29^{\circ} 28' 21''$ W. 17.50 feet to the place of beginning and containing an area of 6125 square feet of land.

COPYRIGHT 2015

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



SCALE: 1" = 50'

GRAPHIC SCALE: FEET

SKETCH SHOWING A 17.5' WIDE ALLEY PROPOSED FOR CLOSURE, CONTAINING 6125 SQUARE FEET OF LAND, LYING BETWEEN LOTS 5 THRU 11, BLOCK 1, LEON HEIGHTS ADDITION AND LOTS 5 THRU 11, BLOCK 1, MINEOLA HEIGHTS ADDITION FROM HUDSON STREET TO NORTH BRYANT BOULEVARD, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.

SKG

ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT

704 SOUTH 48TH STREET
SAN ANGELO, TEXAS 76901
PHONE 325.456.1234
FAX 325.456.1234
WWW.SKG.COM

REVISED

City of San Angelo, Texas - Planning Division
Application to Abandon Right-of-way for Street(s) and/or Alley(s)

Name of Applicant(s): KEVIN ALLBRIGHT

☒ Owner ☐ Tenant ☐ Representative (affidavit required)

Mailing Address: 1801 N. BRYANT BLVD. Telephone: 895-6005

City/State/Zip: SAN ANGELO, TX 76903 Fax/other: _____

Contact Email Address: AUTOWRANGLER1@YAHOO.COM

Location

Subdivision Name: LEON HEIGHTS & MINEOLA HEIGHTS

Lots and/or Blocks Affected*: LOTS 5 THRU 11, BLOCK 1, LEON HEIGHTS

LOTS 5 THRU 11, BLOCK 1, MINEOLA HEIGHTS

General Description of Location*: THAT CERTAIN 17.5' X 350' OF ALLEY LYING
BETWEEN ABOVE MENTIONED LOTS.

Reason for Abandonment*: TO CONSOLIDATE AND FENCE FOR SECURITY THE EXISTING BUSINESS
ADVANTAGES WOULD BE NO MORE MAINTENANCE FOR CITY, IMPROVED DRAINAGE,
STOPPING HIGH-SPEED THROUGH TRAFFIC.

* use attachment, if necessary

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

[Signature]
Signature

12/14/2015
Date

★ PLEASE ALSO SEND CORRESPONDANCE TO HERBH@SKGE.COM

OFFICE USE ONLY

Date of application: DEC 22/2015 Received by: JEFF FISHER

Non-Refundable Fee: \$ 450⁰⁰ Receipt Number: 240188

Date of hearing by Planning Commission: 1/25/2016 Date of hearings by City Council: T.B.D.

AN ORDINANCE PROVIDING FOR ABANDONMENT AND CLOSING OF THE FOLLOWING IMPROVED ALLEY SEGMENT, TO WIT: 6,125 SQUARE FEET OF THE IMPROVED PUBLIC RIGHT-OF-WAY (ALLEY) LYING BETWEEN LOTS 5-11, BLOCK 1 IN THE LEON HEIGHTS ADDITION AND LOTS 5-11, BLOCK 1 IN THE MINEOLA HEIGHTS ADDITION FROM HUDSON STREET TO NORTH BRYANT BOULEVARD. IN SAN ANGELO, TOM GREEN COUNTY; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO ABUTTING PROPERTY OWNERS; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

RE: Abandonment of 6,125 square feet of the improved public right-of-way alley, lying between Lots 5-11, Block 1 in the Leon Heights Addition and Lots 5-11, Block 1 in the Mineola Heights Addition from Hudson Street to North Bryant Boulevard

WHEREAS, the City Council of the City of San Angelo, acting pursuant to law, deems it advisable to abandon and convey the herein described tract of land to the abutting property owner(s) and is of the opinion that said land is not needed for public use, and that same should be abandoned and quit claimed to the abutting property owner(s) as hereinafter provided; 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 conveying said 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:

- Section 1. That the tract of land located in the City of San Angelo, Tom Green County, Texas, described and depicted in **Exhibit "A,"** attached hereto and made a part hereof for all purposes, be and the same is hereby abandoned, vacated and closed 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. That 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 non-apparent, aerial, surface, underground or otherwise.
- Section 3. That 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. That as a condition of this abandonment and as part of the consideration for the quitclaim deed authorized under this Ordinance, the Grantee(s) shall:

- a) pay all reasonable costs associated with procedures necessitated by the request to abandon the right-of-way authorized to be abandoned;
- b) pay \$_____, representing 25% of the assessed taxable value of the tract abandoned, at the per square foot assessed fair market value determined by the Tom Green County Appraisal District for 2015, of the adjacent parcel west of the abandoned tract, plus the recording fee for this ordinance of \$_____ and recording fee for quitclaim deed of \$_____; and
- c) Prior to the issuance of any building permits affecting the tract of land abandoned, file a final Replat of the abandoned tract combining it with the land immediately abutting the said alley, being Lots 5-11, Block 1 in the Leon Heights Addition and Lots 5-11, Block 1 in the Mineola Heights Addition from Hudson Street to North Bryant Boulevard, as depicted on **Exhibit "A."**

Section 5. That the terms and conditions contained in this ordinance shall be binding upon Grantee(s) and assigns.

Section 6. That the Mayor of the City of San Angelo is hereby authorized to execute and, upon receipt of the consideration provided for at Section 4, herein, deliver a quit claim deed conveying the tract abandoned as described in **Exhibit "A,"** to the abutting property owner(s).

Section 7. That 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 abandoned property is located.

INTRODUCED on the ____ day of ____, 2016, and finally PASSED, APPROVED AND ADOPTED on this the ____ day of ____, 2016.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved As To Form:

Theresa James, City Attorney

Exhibit "A"
Page 1 of 2

FIELD NOTES

6125 Sq. Ft. Alley

December 22, 2015
15-S-1554

Being an area of 6125 square feet of land and being an existing 17.5 feet wide alley lying between Lots 5 thru 11, Block 1, Leon Heights Addition as per plat of record in Volume 1, Page 155 Plat Records of Tom Green County, Texas and Lots 5 thru 11, Block 1, Mineola Heights Addition as per plat of record in Volume 1, Page 139 Plat Records of Tom Green County, Texas and said alley extending from Hudson Street to North Bryant Boulevard and being more particularly described by meets and bounds as follows:

Beginning at the northwest corner of this tract and the southwest corner of said Lot 11, Block 1, Leon Heights Addition at the intersection of the north line of said alley with the east line of Hudson Street;

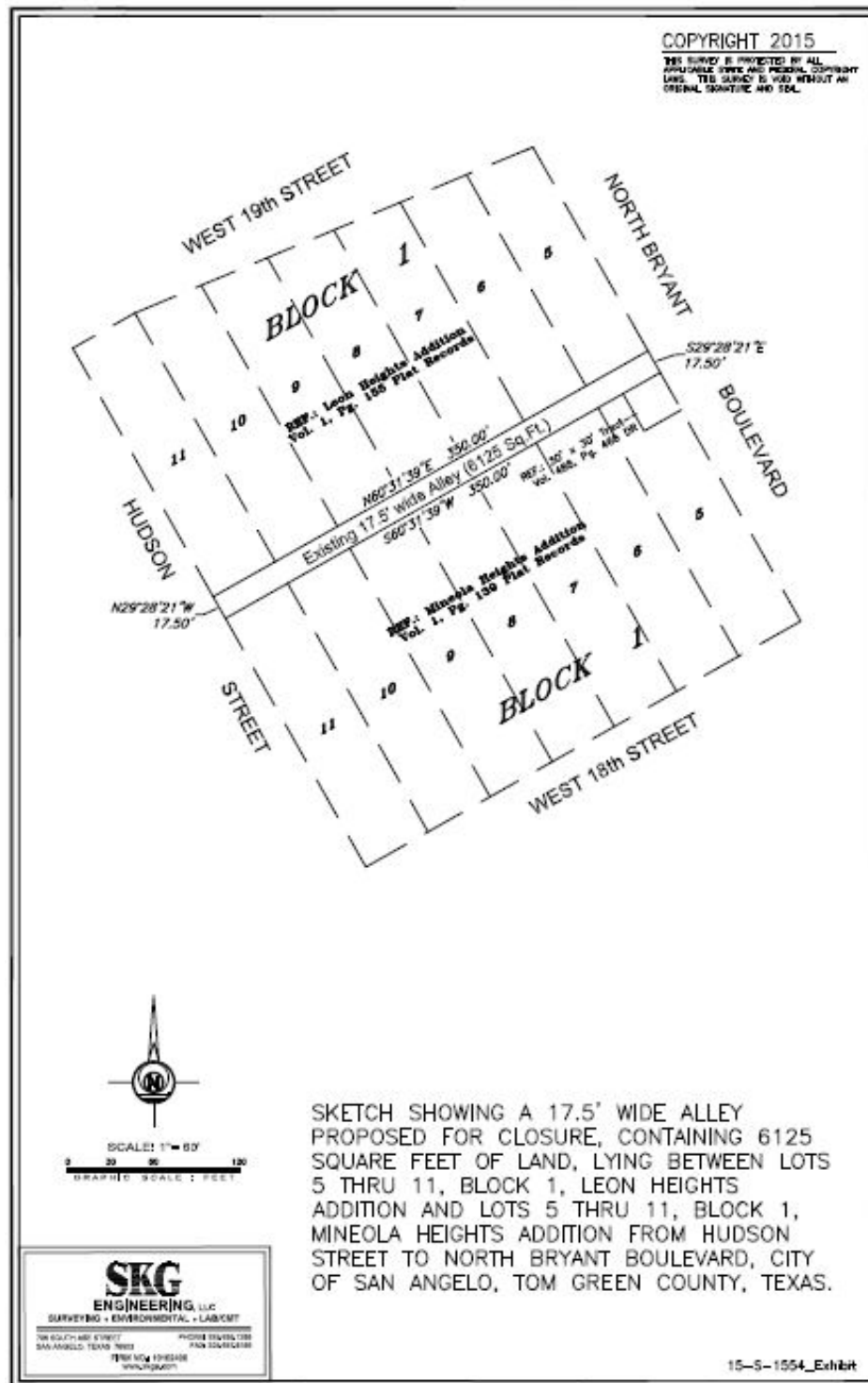
Thence with the north line of this tract and said alley and the south line of said Lots 11 thru 5, Block 1, Leon Heights Addition N. $60^{\circ} 31' 39''$ E. 350.00 feet to the northeast corner of this tract at the southeast corner of said Lot 5, Block 1, Leon Heights Addition and being the intersection of the north line of said alley with the west line of said North Bryant Boulevard;

Thence with the east line of this tract S. $29^{\circ} 28' 21''$ E. 17.50 feet to the southeast corner of this tract at the northeast corner of said Lot 5, Block 1, Mineola Heights Addition and also being the northeast corner of that certain 900 square feet tract of record in Volume 488, Page 466 Deed Records of Tom Green County, Texas;

Thence with the south line of this tract and the north line of said 900 square feet tract S. $60^{\circ} 31' 39''$ W. at 30.00 feet pass the northwest corner of said 900 square feet tract, then continuing with the north line of said Lots 5 thru 11, Block 1, Mineola Heights Addition, in all 350.00 feet to the southwest corner of this tract at the northwest corner of said Lot 11, Block 1, Mineola Heights Addition and being the intersection of the south line of said alley with the east line of said Hudson Street;

Thence with the west line of this tract N. $29^{\circ} 28' 21''$ W. 17.50 feet to the place of beginning and containing an area of 6125 square feet of land.

Exhibit "A"
Page 2 of 2



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Alfonso Torres, Building Official, Planning and Development Services, 325-657-4210 ext 138

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending Chapter 4, Article 4.04, Section 4.04.061 to adopt the 2015 edition of the International Building Code - (Presentation by Building Official Al Torres)

Summary/History:

Every three years the International Code Council and the National Fire Protection Institute issue a new suggested Building Codes Model. After reviewing the last two issued model codes, the attached Ordinance amendment is presented by the Building Official for adoption by the City of San Angelo. Currently the City of San Angelo has adopted most of the 2009 International Code Council family of building codes. One exception is the 2008 Electrical Code, for which the City of San Angelo has adopted the 2008 National Electrical Code. The Building Official, along with committees comprised of Trade Professionals and public input has reviewed the proposed codes and is recommending that the 2015 International Building Code with amendments shown be adopted. The Building Official will bring recommendations on the remainder of the codes in the coming months.

Financial Impact:

None

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | 2015 Building Code Adoption Ordinance (Revised) | 2015 Building Code Adoption Ordinance Final 1-28-16.docx |
| 2. | 2015 Code Adoption Memo | INSP 2015 Code Adoption Memo.docx |
| 3. | 2012 Significant Changes | 2012 International Building Code Summary of Changes.pdf |
| 4. | 2015 Significant Changes | 2015 International Building Code Summary of Changes.pdf |

Presentation:

Approvals/Reviews:

Torres, Alfonso	Created/Initiated
James, Theresa	Approved
James, Jon	Approved
Weise, Rick	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY AMENDING CHAPTER 4, ARTICLE 4.04, TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE AND; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council for the City of San Angelo recognizes that minimum requirements must be established to safeguard the public, safety and general welfare of the community through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations; and,

WHEREAS, the City Council finds that the International Code Council and the NFPA have published multiple model codes that suggest guidelines and rules regarding protection of the health, safety and general welfare of the public for the built environment; and,

WHEREAS, the City Council has given due and diligent thought to these concerns and believes it is in the best interest of the City of San Angelo and its citizens to provide for adoption of Codes;

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

Section 1) THAT, Chapter 4, Article 4.04, Sec. 4.04.061 of the Code of Ordinances of the City of San Angelo, Texas is hereby amended to read as follows:

“Sec. 4.04.061 Adoption and amendments

The following code, as published by the International Code Council, Inc., is hereby adopted by reference as though it were copied herein fully, including all appendices, except where expressly excluded herein:

International Building Code, 2015 edition, in its entirety, save and except chapters 13, 27, 28, 29, and 32, and appendices A, B, D, E, H, I, J, and section 101.4.4, and save and except:

Section 105.3.2, entitled “Existing building inspections,” which shall be added and read as follows:

105.3.2 Existing building inspections. Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. The building official shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued, except that eligible work done on building, electrical, gas, mechanical, or plumbing systems by persons participating in a permit voucher program authorized by the city council may be inspected on a random basis in accordance with the requirements of the authorized program. The building official shall make a record of every such examination and inspection and of all violations of the technical codes.”

Section 111.1, entitled “Use and Occupancy”, which shall instead read as follows:

111.1 Use and Occupancy. A building or structure shall not be used or occupied, and a change in the existing type of business use with additional requirements as indicated in

Chapter 3 “Use and Occupancy Classification”, or a change in the occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

- Exceptions:
- 1) Changes in ownership where the use and/or occupancy remain the same are not required to obtain a change of occupancy;
 - 2) A new occupancy by a like or similar use where additional restrictions are not required by Chapter 3 are not required to obtain a change of occupancy;
 - 3) Certificates of occupancy are not required for work exempt from permits under Section 105.2.

Section 1612.3, entitled “Establishment of flood hazard areas,” which shall instead read as follows:

“1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled “The Flood Insurance Study for San Angelo, Texas” dated June 19, 2012, as amended or revised, with the accompanying flood insurance rate map (FIRM) and flood boundary and floodway map (FBFM) and related supporting data, along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.”

Section 2) THAT, the following severability clause is adopted with this amendment:

SEVERABILITY: That the terms and provision 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 3) THAT, this Ordinance shall be effective on, from and after the date of adoption and publication as required by law.

INTRODUCED on the 2nd day of February, 2016 and finally PASSED, APPROVED AND ADOPTED on this the 16th day of February, 2016.

THE CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Alfonso Torres, Planning and Development Services, 657-4210, ext 1381

Meeting Date: November 12, 2015

Item type: Regular

Caption:

First public hearing and consideration of introducing an Ordinance amending Chapter 4, Article 4.04, Section 4.04.061 to adopt the 2015 edition of the International Building Code.

Summary/History:

Every three years the International Code Council and the National Fire Protection Institute issue a new suggested Building Codes Model. After reviewing the last two issued model codes, the attached Ordinance amendment is presented by the Building Official for adoption by the City of San Angelo. Currently the City of San Angelo has adopted most of the 2009 International Code Council family of building codes. One exception is the 2008 Electrical Code, for which the City of San Angelo has adopted the 2008 National Electrical Code. The Building Official, along with committees comprised of Trade Professionals and public input has reviewed the proposed codes and is recommending that the 2015 International Building Code with amendments shown be adopted. The Building Official will bring recommendations on the remainder of the codes in the coming months.

Financial Impact:

No financial impacts to the City of San Angelo.

Other Information/Recommendation:

Staff recommends that the City of San Angelo adopt the 2015 International Building Code; by amending/adopting Chapter 4, Article 4.04, Section 4.04.061.

Attachments:

Amendments to Chapter 4, Article 4.04, Section 4.04.061

Related Vision Item:

N/A

Presentation:

Power Point

Approvals/Reviews:

Reviewed by Jon James, Director of Planning and Development Services

2012 International Building Code Summary of Changes

Chapters 1 and 2 Administration

102.4 The hierarchy between the IBC and its referenced standards has been further described to clarify the extent of a referenced standard's application. CLARIFICATION

104.10.1 Mandatory conditions regarding the evaluation of modifications to flood-resistant construction provisions are now specifically identified and the building official has been given the authority to make such decisions. CLARIFICATION

105.2, #B2 The allowances for fences to be exempt from permit requirements based on height was revised in a manner that maintains the spirit of the provision while at the same time allowing for minor variances that may exceed the previously-established fence height limit of 6 feet. RELAXATION

202 Definitions: For consistency and usability purposes, all definitions of terms specifically defined in the IBC have now been moved to a single location in Chapter 2. DEFINITION

Chapters 3 through 6 – Building Planning

303.1.3 The allowance for a Group E classification of accessory assembly spaces in school buildings has been clarified so as to not confuse the provision with the mixed-occupancies requirements dealing with accessory occupancies as regulated by Section 508.2. CLARIFICATION

303.3 The classification of a casino gaming floor is now specifically identified as a Group A-2 occupancy. DEFINITION

303.3, 306.2 The appropriate occupancy classification of a commercial kitchen has been clarified based upon the kitchen's relationship, or lack of a relationship, to dining facilities. CLARIFICATION

Table 307.1 (1), Section 307.4: In the determination of occupancy classification for a facility where combustible dusts are anticipated, a technical report and opinion must now be provided to the building official that provides all necessary information for a qualified decision as to the potential combustible dusts hazard. ADDITION

308.2, 202: A number of new definitions related to care facilities have been added and some existing definitions have been revised to provide clarity and consistency in application. DEFINITION

308.4: A Group I-2 occupancy classification is now only applicable to those medical facilities where six or more individuals incapable of self-preservation are receiving care. RELAXATION

310.6: The allowance for constructing Group R-4 supervised residential facilities under the International Residential Code has been eliminated. ADDITION

402: A variety of changes have now been made to clarify the open mall building provisions that were originally developed for covered mall conditions. CLARIFICATION

403.6.1: The minimum number of fire service access elevators required in applicable high-rise buildings has been increased from one to two where multiple elevators are provided in the building. **ADDITION**

406.4: Those parking structures that fall outside of the scope of Section 406.3 regulating private parking garages are now identified as public parking garages. **CLARIFICATION**

406.5.2.1: A clear horizontal space, whose minimum distance is based on the depth of the open parking garage's exterior wall openings, must now be provided adjacent to any such openings located below grade. **ADDITION**

406.5.5: In the determination of permitted area and height increases for open parking garages, the method for determining the amount of openings required to receive such increases has been modified to allow for consistent application. **CLARIFICATION**

410.6.3, 202: Outdated terminology, such as fly galleries, gridirons, and pinrails, has been replaced by the general and comprehensive term "technical production area," and the special means of egress provisions for such areas have all been relocated to Section 410. **DEFINITION**

412.4.6.2: Spaces ancillary to the aircraft servicing and storage areas of an aircraft hangar need no longer be included in the fire area size when determining fire suppression requirements. **RELAXATION**

414.5: The scoping provisions regarding the inside storage, dispensing, and use of hazardous materials have been revised to provide consistency with those of the International Fire Code. **REFERENCE**

419, 202: The means of egress and plumbing facilities requirements for the nonresidential portion of a live/work unit are now regulated based upon the specific function of the nonresidential space rather than those of a Group R-2 occupancy. **CLARIFICATION**

422: In a multi-tenant or mixed occupancy building where there are uses present other than an ambulatory care facility, a fire partition is now required between the care facility and those nonrelated spaces where the ambulatory care facility is intended to have at least four care recipients incapable of self-preservation at any one time. **ADDITION**

424: The regulations for children's play structures, previously limited in application only to covered mall buildings, are now applicable where such structures are located within any building regulated by the IBC, regardless of occupancy classification. **ADDITION**

501.2: The fire code official can now require that address numbers be posted in multiple locations if necessary to facilitate emergency response. **ADDITION**

505.2.2: The specific provisions for mezzanine means of egress have been deleted and replaced with a general reference to Chapter 10. **RELAXATION**

506.2: The method of calculating the appropriate allowable area increase for buildings fronting on public ways and/or open space has been clarified. **CLARIFICATION**

507.1: The allowance for occupancy groups not specifically scoped under the unlimited area building provisions of Section 507 to be located in such buildings under the accessory occupancies provisions of Section 508.2 is now contained within the code text. CLARIFICATION

507.1: In the determination of the required open space width for unlimited area building compliance, information has been added to clarify the measurement method to allow for consistent application. CLARIFICATION

507.8: The limitations placed on Group H occupancies permitted in unlimited area buildings have been clarified and reformatted to aid in their consistent application. CLARIFICATION

509: The concept of incidental uses has been clarified by eliminating the previous relationship with the mixed-occupancy provisions. CLARIFICATION

509: An automatic sprinkler system is now the only fire-extinguishing system specifically permitted as a means of providing any fire protection required for incidental use rooms and areas. CLARIFICATION

Table 509: The list of incidental uses now includes waste and linen collection rooms in Group B ambulatory care facilities and such rooms must be separated from the remainder of the building by minimum 1 hour fire-resistance-rated fire barriers and/or horizontal assemblies. ADDITION

Table 602, Note h: Nonbearing exterior walls that are permitted to have unlimited unprotected opening based on Table 705.8 are no longer required to have a fire-resistance rating due to fire separation distance. RELAXATION

Chapters 7 through 9 – Fire Protection

701.2: Where a single fire assembly serves multiple purposes, such as a wall being utilized as both a fire barrier and a fire partition, it has been clarified that all of the applicable requirements for both types of fire separation walls must be met. CLARIFICATION

703.4: Specific language has been added to clarify that a fire suppression system is not permitted to be included as part of a tested building element, component, or assembly in order to establish the fire-resistance rating. CLARIFICATION

703.7: The size and location of identifying markings required on vertical fire assemblies in accessible above-ceiling spaces have been modified to increase the potential for such markings to be seen. ADDITION

704.11: In buildings required to be fire-resistance-rated, the permitted span of a lintel, shelf angle, or plate whose bottom flange has no fire protection has been increased slightly to accommodate an opening containing a pair of 3-foot doors. RELAXATION

705.2: The permitted extent of projections beyond exterior walls is now regulated in a straightforward manner that establishes a minimum clear distance that is required between the leading edge of the projection and the line used to establish the fire separation distance. CLARIFICATION

705.2.3: The threshold at which combustible projections must be protected for fire exposure has been modified to include projections with greater fire separation distances than previously regulated.

ADDITION

705.3: Projections extending beyond opposing exterior walls of two buildings on the same lot must now comply with the projection provisions of Section 705.2 based upon the location of the projections in relation to the assumed imaginary line placed between the buildings. ADDITION

706.2: In order to satisfy the intended objective of structural stability, the use of a double fire wall complying with NFPA 221 is now permitted as an alternative to a single fire wall. RELAXATION

706.6, 706.6.2: In the application of the minimum parapet height requirement for fire walls, provisions have been added to address conditions where a sloped roof occurs on one or both sides of the fire wall parapet. CLARIFICATION

707.8, 707.9: The void at the intersection between a fire barrier and a nonfire-resistance rated roof assembly now need only be protected with an approved material rather than a fire-resistant joint system. RELAXATION

709.4: Smoke barrier walls used for elevator lobbies and areas of refuge are no longer required to extend from outside wall to outside wall. RELAXATION

712: A significant reformatting in Chapter 7 now places the emphasis on the presence of vertical openings rather than on shaft enclosures, recognizing that the use of shaft enclosures is just one of many acceptable protective measures that can be utilized to address the hazards related to vertical openings. RELAXATION

713.13: The specific IBC requirements addressing refuse and laundry chutes are no longer applicable in Group I-2 occupancies, because chutes in such institutional occupancies are now regulated by Chapter 5 of NFPA 82, *Standard on Incinerators and Waste and Linen Handling Systems and Equipment*.
REFERENCE

713.13.4: The level of fire protection required for a refuse or laundry chute termination room has been modified to provide consistency with those requirements mandated for the shaft that encloses the chutes. CLARIFICATION

713.14.1: Elevator hoistways in a high-rise building that serve more than three stories but do not serve any stories located more than 75 feet above the lowest level of fire department access no longer require elevator lobby protection. RELAXATION

714.4.1.1.2: An approved through-penetration firestop system used to protect floor penetrations of horizontal assemblies due to the presence of floor, tub, and shower drains is no longer required to have a T rating. RELAXATION

714.4.1.2: The ceiling membrane of a 1-hour or 2-hour fire-resistance-rated floor/ceiling or roof/ceiling assembly is now permitted to be interrupted by a double wood top oplate of a fire-resistance-rated wall. RELAXATION

714.5, 715.6, 202: An “L” rating identifying the air leakage rate—newly defined in Chapter 2—is now mandated for penetration firestop systems and fire-resistant joint systems that are utilized in smoke barrier construction. **ADDITION**

715.4: The use of ASTM E 119 test criteria is now recognized as an acceptable evaluation method for addressing voids at the intersection of fire-resistance-rated floor assemblies and exterior curtain wall assemblies, but only for those curtain wall assemblies where the vision glass extends down to the finished floor level. **RELAXATION**

716.3, 202: Table 716.3 has been added to define and relate the various test standards for fire-rated glazing, now defined in Chapter 2, to the designations used to mark such glazing. **DEFINITION**

Table 716.5: The information previously available in Table 715.4 addressing the minimum required fire-protection ratings of fire door and fire shutter assemblies has been extensively expanded to also include the maximum size and marking requirements for door vision panels and the minimum assembly rating and glazing marking requirements for sidelights and transoms. **CLARIFICATION**

716.5.5.1: The allowance for glazing in fire door assemblies in interior stairways and ramps and exit passageways has been revised in regard to the maximum permitted size of the glazing and the limitations where the building is fully sprinklered. **RELAXATION**

Table 716.6: In addition to fire window assembly fire protection ratings, Table 716.6 now identifies the markings required on the fire-rated glazing for acceptance in specified applications. **CLARIFICATION**

716.6.4: The allowance for the use of wired glass without compliance with the appropriate test standards has been deleted. **ADDITION**

717.5.4: The omission of fire dampers in fire partitions is now permitted under the same criteria that have been previously established for fire barriers. **RELAXATION**

718.2.6: In combustible construction, the installation of fireblocking within concealed spaces of exterior wall coverings is no longer required where the wall covering is tested and installed in conformance with NFPA 285. **RELAXATION**

803.12: Polypropylene plastics used as interior finishes must now be tested using the room corner burn test versus the typical Steiner tunnel test, because the room corner test gives a more accurate evaluation of the flame spread hazards for this type of plastic. **ADDITION**

804.4: Where fibrous floor finishes are used, it has been clarified that rooms or spaces that are not separated from the corridor by full-height walls must meet the same requirements as the corridor regarding floor finish material. **CLARIFICATION**

901.8: Where provided, rooms housing fire protection systems must be adequately sized to facilitate maintenance. **ADDITION**

903.2.2: Automatic sprinkler requirements for Group B ambulatory care facilities are now regulated on a floor-by-floor basis. **RELAXATION**

903.2.4, 903.2.7, 903.2.9: Automatic sprinkler systems are now required in occupancies where upholstered furniture or mattresses are manufactured, stored, or displayed. **ADDITION**

903.2.11.1.3: Basements provided with walls, partitions, or fixtures that can obstruct water from hose streams now require automatic sprinkler protection. **ADDITION**

903.2.11.2: Automatic sprinkler protection requirements for rubbish and linen chutes have been clarified for consistency of application. **CLARIFICATION**

903.3.5.2: Secondary water supplies must now be designed to operate automatically. **ADDITION**

904.3.2: When two or more alternative automatic fire extinguishing systems are required to protect a hazard, all of the systems must now be designed to simultaneously operate. **CLARIFICATION**

905.4: Requirements for roof hose connections on Class I standpipes have been clarified. **CLARIFICATION**

906.1: Portable fire extinguishers are no longer required in many public and common areas of Group R-2 occupancies provided a complying extinguisher is provided within each individual dwelling unit. **RELAXATION**

907.2.1: Requirements for a fire alarm system in a building housing two or more Group A occupancies are now based on whether or not the occupancies are in separate fire areas. **RELAXATION**

907.2.1.2: Mass notification fire alarm signals in large stadiums, arenas, and grandstands now require captioned messages. **ADDITION**

907.2.3: An emergency voice/alarm communications system is now required in Group E occupancies with an occupant load of 30 or more. **ADDITION**

907.2.9.3: A smoke detection system, tied into the occupant notification system, is now required in certain public and common spaces of Group R-2 college and university buildings, and the required smoke alarms within individual dwelling and sleeping units must be interconnected with the building's fire alarm and detection system. **ADDITION**

907.2.11.3: The smoke alarm interconnection requirements are now applicable to Group I-1 occupancies and include allowances for use of wireless alarms. **ADDITION**

908.7: In new and existing buildings, carbon monoxide (CO) alarms are now required in Group R and I occupancies with fuel-burning appliances or attached garages. **ADDITION**

Chapter 10 – Means of Egress

1001.4: A reference is now provided to the IFC provisions addressing emergency planning, procedures, and training programs in order to have consistent requirements for the development of evacuation plans. **REFERENCE**

1004.1.2, Table 1004.1.2: An occupant load factor for museums and exhibit galleries has been established at 30 square feet per occupant. DEFINITION

1005: Reduced exit width factors have been established for sprinklered buildings provided with an emergency voice/alarm communication system, and the exit width/capacity requirements are now presented in a more logical and organized layout. RELAXATION

1007: Exterior areas for assisted rescue can now be provided on stories above the level of exit discharge. In addition, open interior exit access stairways are now recognized as accessible means of egress components. RELAXATION

1008.1.2: The occupant load used to determine the door swing requirement is not to be based on an assigned or distributed occupant load, but on the entire occupant load of the space served by the door. CLARIFICATION

1008.1.9.9: Electromagnetically locked egress doors may now be used at locations that require panic hardware provided the operation of the hardware releases the magnetic lock by interrupting the power to the electromagnet. RELAXATION

1009, 1010, 202: Revisions have been made throughout the code to coordinate the provisions for unenclosed interior stairways and ramps that can be used as a portion of the means of egress. CLARIFICATION

1009.1: Section 1009.1 has been clarified to apply to any stairway serving occupied portions of a building, including “convenience” stairways that are not a portion of a required means of egress or required means of egress stairways. CLARIFICATION

1011.2: Where general-use exit signs are required in Group R-1 occupancies, low-level exit signs must also be provided in the means of egress serving the guest rooms. ADDITION

1012.2: Transition pieces of a continuous handrail are now permitted to exceed the maximum permitted handrail height. RELAXATION

1012.3.1, 1012.8: A minimum cross-section dimension has now been established for the graspability of noncircular Type I handrails. CLARIFICATION

1013.1, 1013.8: The guard requirements for operable windows having a sill height more than 72 inches above the finished grade have been relocated from Chapter 14 to the general guard provisions of Chapter 10 and the minimum window sill height at which a guard is not required has been increased from 24 inches to 36 inches. ADDITION

1013.3: The minimum required height for guards in Group R-3 occupancies and within individual Group R-2 dwelling units has been decreased from 42 inches to 36 inches. RELAXATION

1021.2: Exits are now permitted to be arranged where they serve a portion of a story instead of requiring that all of the required exits from the story be accessible to all of the occupants. RELAXATION

1021.2.1: A ratio equation is now to be used to determine if a single exit is allowed to serve the combined occupant load from different occupancies. **RELAXATION**

1021.2.3, Table 1021.2 (1): A new section clarifies when a single exit is permitted within or from an individual dwelling unit. Changes to Section 1021.2 and the tables will also provide a second option for compliance. **CLARIFICATION**

1022.5: Penetrations of the outside membrane of a fire barrier utilized to enclose an interior exit stair or ramp are now permitted provided the penetration is properly protected. **RELAXATION**

1028.1.1.1: Spaces beneath grandstands and bleachers are now required to be adequately separated to protect the assembly seating area from any potential hazards. **ADDITION**

Chapter 11 – Accessibility

1104.3.1: Where an employee work area is less than 1000 square feet in floor area, the common use circulation path need not meet the accessible route requirements. **RELAXATION**

1107.6.1: A reduced number or percentage of the facilities in Accessible units are now required to be accessible. **RELAXATION**

1108.2.7.3: The captioning of audible public announcements is now only required for assembly spaces having a public address system and 15,000 or more seats. **RELAXATION**

1109.2, 1109.5: Toilet facilities and drinking fountains that are “primarily for children’s use” may now be installed at a lower height than generally permitted for accessible elements and considered as the required accessible elements. **RELAXATION**

1109.6: Saunas and steam rooms are now specifically identified as features and facilities that must be accessible. **ADDITION**

1110.4: Variable message signs in transportation facilities and emergency shelters are now required to comply with the provisions of the A117.1-2009 standard. **ADDITION**

Chapters 12 through 26 – Building Envelope, Structural Systems, and Construction Materials.

1203.1: The option of natural ventilation rather than mechanical ventilation is now unavailable when a dwelling unit is tested using a blower door test and it is determined that an adequate number of air changes are not provided. **ADDITION**

1203.2: The minimum required ventilation area for attics has been clarified and exceptions are now provided that either allow a reduction in the vent area or eliminate the requirement completely. **RELAXATION**

1208.3: The minimum floor area requirement of 50 square feet for kitchens has been deleted. **RELAXATION**

1210: The water closet compartment and urinal partition requirements have been relocated from Chapter 29 to Section 1210. REFERENCE

1403.5: A flame-spread test of the wall assembly is now required where combustible water-resistive barriers are used in the exterior walls of Type I, II, III, and IV buildings that are greater than 40 feet in height. ADDITION

1404.12, 1405.18, 202: In order to address the hazards created by polypropylene siding, such materials are now regulated for flame-spread, testing requirements and fire-separation distance. ADDITION

1405.6: Anchored veneer on buildings located in Seismic Design Category D no longer must comply with the joint reinforcing requirements applicable to Seismic Design Categories E and F. RELAXATION

1503.4: The design and installation provisions of the International Plumbing Code (IPC) for roof drainage systems are now specifically referenced in the IBC. REFERENCE

1507.2.8.1: New provisions for the installation of roof covering underlayment have been added for buildings located in high wind areas where the nominal design wind speed is equal to or greater than 120 mph. NOT APPLICABLE

1507.16: The IBC now provides a reference to new IFC provision on roof gardens and landscaped roofs as a means of controlling the potential hazards these combustible materials on the roof could create. REFERENCE

1507.17, 3111, 202: Photovoltaic elements (modules/shingles or systems) must now meet the general code requirements for roofing materials and rooftop structures. ADDITION

1509, 202: In addition to several technical changes, the provisions addressing rooftop structures have been reformatted to better organize and clarify the requirements. CLARIFICATION

1510.3: Existing ice dams are now permitted to remain in place when replacing a roof covering. RELAXATION

Table 1604.3: Deflection limits for roof and wall members supporting plaster or stucco have been clarified. Footnote f was also modified to account for the new ultimate wind loads in the 2010 edition of ASCE/SEI 7 (ASCE 7-10), *Minimum Design Loads for Buildings and Other Structures*. CLARIFICATION

1604.5, 202: The term “occupancy category” has been changed to “risk category” to better reflect the intended meaning and to coordinate with the terminology used in ASCE 7-10. DEFINITION

1605.2: The strength design load combinations in the 2012 IBC have been coordinated with Section 2.3 of ASCE 7-10 and expanded to include loads due to fluids, F, and other lateral pressures, H, as well as ice loads. CLARIFICATION

1605.3: The allowable stress design load combinations in the 2012 IBC have been coordinated with Section 2.4 of ASCE 7-10 and expanded to include loads due to fluids, F, and other lateral pressures, H, as well as ice loads. CLARIFICATION

Table 1607.1: The live loads established in IBC Section 1607 and Table 1607.1 have been modified and updated in order to coordinate with the live loads of Chapter 4 and Table 4-1 in ASCE 7-10.

CLARIFICATION

1607.6, 202: The terminology and live load design requirements for helicopter landing areas (helipads) have been updated and coordinated with ASCE 7-10. CLARIFICATION

1607.7: Provisions relating to the design of structures that support heavy vehicle loads in excess of 10,000 pounds gross vehicle weight (GVW) have been updated. CLARIFICATION

1608.3, 1611.2, 202: A definition of “susceptible bay” has been added to identify where ponding must be considered in the design of roof structures. DEFINITION

1609, 202: The wind design requirements of Section 1609 have been updated and coordinated with the latest wind load provisions in ASCE/SEI 7 (ASCE 7-10) and the wind load maps in the IBC are now based on ultimate design wind speeds, V_{ult} , which produce a strength level wind load similar to seismic load effects. CLARIFICATION

1613.3.1, 202: The IBC seismic ground motion maps have been updated to reflect the 2008 maps developed by the United States Geological Survey (USGS) National Seismic Hazard Mapping Project and the technical changes adopted for the 2009 *NEHRP Recommended Seismic Provisions for New Buildings and Other Structures* (FEMA P750). REFERENCE

1613.4: Many of the alternatives to ASCE 7-05 that were in the 2009 IBC have been deleted because they have been incorporated into ASCE 7-10. REFERENCE

1614, 202: A new section, definition and notation for ice loads on ice sensitive structures have been added to the in order to provide consistency with ASCE 7-10. CLARIFICATION

1704.3: The provisions requiring specific items to have special inspection and what information is required to be included in the statement of special inspections have been clarified and coordinated, with previous conflicts between the two being resolved. CLARIFICATION

1705.2: Special inspection requirements for structural steel have been deleted from Chapter 17 because the new standard for structural steel buildings (ANSI/AISC 360-10) includes quality assurance provisions. REFERENCE

Table 1705.3: The type of special inspection required for anchors cast in concrete and post installed anchors in hardened concrete have been clarified. CLARIFICATION

1705.4: Requirements pertaining to special inspection of masonry construction were deleted from Chapter 17 of the 2012 IBC because the 2011 edition of TMS 402/ACI 530/ASCE 5 and TMS 602/ACI 530.1/ASCE 6, includes requirements for quality assurance of masonry construction. REFERENCE

1705.16: Where penetration firestop systems and fire-resistant joint systems are used in high-rise buildings and those buildings assigned to Risk Categories III and IV, it is now mandatory that they be inspected by an approved inspection agency as a part of the special inspection process. ADDITION

1803.5.12: The requirement that geotechnical reports address earthquake loads on foundation walls and retaining walls in Seismic Design Categories D, E, and F has been modified so that it only applies to those walls supporting more than 6 feet of backfill. NOT APPLICABLE

1810.3.3.1.6: The uplift capacity of pile groups is now permitted to include two-thirds of the shear resistance of the soil block. RELAXATION

Chapter 19: The provisions related to concrete construction were deleted from Chapter 19 because they are contained in the 2011 edition of ACI 318, Building Code Requirements for Structural Concrete and Commentary. REFERENCE

1905.1.3: ACI 318 Section 21.4 provides seismic requirements for intermediate precast structural walls. Section 1905.1.3 amends ACI 318 Section 21.4 by adding seismic detailing requirements for wall piers in Seismic Design Categories D, E and F. NOT APPLICABLE

1905.1.8: Plain concrete footings may now only support detached one- and two-family dwellings with light frame stud walls where such structures are located in Seismic Design Categories A, B, and C. ADDITION

1905.1.9: Portions of ACI 318 Appendix D have been amended in recognition of the fact that failure of the wood sill plate or the cold formed steel track control the capacity of the connection of the shear wall to the concrete foundation. ADDITION

2101.2: The new TMS 403-10 masonry design standard, now referenced in the IBC, provides a direct design method for simple, single-story, concrete masonry bearing-wall structures. REFERENCE

2206: The requirement that composite structures in Seismic Design Categories D, E, and F provide substantiating evidence demonstrating that they will perform as intended by Part II of AISC 341 has been deleted because these structures are now addressed in the 2010 edition of AISC 341, and a new section for composite structures of structural steel and concrete has been added. NOT APPLICABLE

2210.2: A reference to the new AISI S110 standard for seismic design of cold-formed steel special moment frames has been added to Chapter 22. The new standard includes design provisions for a new cold-formed steel seismic force resisting system called Cold-Formed Steel – Special Bolted Moment Frames (CFS-SBMF). REFERENCE

2305: The provisions in Section 2305 for the lateral design of wood structures have been coordinated with those set forth in the 2008 edition of the AF&PA standard, Special Design Provisions for Wind and Seismic (SDPWS-08). Design and deflection values for stapled wood frame diaphragms and shear walls remain in the code. CLARIFICATION

2306: The provisions in Section 2306 addressing the allowable stress design of wood structures have been coordinated with those in the 2008 edition of the AF&PA standard, Special Design Provisions for Wind and Seismic (SDPWS-08). CLARIFICATION

2307: The provisions in Section 2307 dealing with the load and resistance factor design of wood structures are now coordinated with the 2008 edition of the AF&PA standard, Special Design Provisions for Wind and Seismic (SDPWS-08). CLARIFICATION

2308.12: Table 2308.12.4 has been revised to provide a minimum percentage rather than a minimum length of wall bracing for conventionally constructed buildings in Seismic Design Categories D and E. New Section 2308.12.4.1 has been added to clarify that the substitution of alternate braced wall panels in buildings located in Seismic Design Categories D and E is permitted. Footnote “a” was also modified so that the 2:1 height to width ratio limitation does not apply to substituted alternate braced wall panels. **RELAXATION**

2406.1, 2406.4: The hazardous locations identified in the safety glazing provisions have been reorganized and clarified in order to provide better consistency between the IBC and IRC. **CLARIFICATION**

2406.2: The default impact test criteria have been revised to impose the more restrictive test methodology. The higher impact requirements will apply unless the tables in Section 2406.2 allow for a lower impact test to be used. **ADDITION**

2510.6: In order to reduce the likelihood of moisture getting into the building, detailed requirements have been provided for the installation of the two layers of weather-resistive barriers that are required behind stucco-covered exterior walls. **CLARIFICATION**

2603.4.1.14: The use of ½ inch wood structural panels installed on the walking surface side of a floor assembly is now permitted as an alternative to the thermal barrier typically required where foam plastic insulation is installed with a floor assembly. **RELAXATION**

2603.7, 2603.8: Three different options for separating foam plastic insulation used in plenum spaces are now provided. These options vary in relationship to the maximum permitted flame-spread and smoke-developed rating index. **RELAXATION**

2603.10, 2603.10.1: The specific approval requirements now ensure that the smoke development of all assemblies that contain foam plastic is evaluated, regardless of the test standard used. **CLARIFICATION**

2610.3: The dimension that is used for determining the minimum slope requirements of a dome skylight has been revised. **RELAXATION**

2612, 202: Fiber-reinforced polymer installed on an exterior wall must now be a Class A material and is limited to 10 percent of the exterior wall area for any individual element or group of nonseparated elements. **ADDITION**

Chapters 27 through 34 – Building Services, Special Devices, and Special Conditions.

2902.2: Where separate sex toilet facilities are required and only one water closet is required in each facility, two family or assisted-use toilet rooms may now be provided as an acceptable alternative. **RELAXATION**

2902.3: Public toilet facilities are no longer required in open and enclosed parking garages and employee toilet facilities are not required in those garages that do not have parking attendants. **RELAXATION**

2902.3.5: In other than family or assisted use toilet rooms, the door from a toilet room can no longer be lockable from the inside unless the toilet room is a single-user facility. CLARIFICATION

2902.5: Drinking fountains are now allowed to serve multiple tenant spaces provided the fountains are located within the appropriate distances and available for the use of the occupants. RELAXATION

3007: Many of the provisions addressing fire service access elevators have now been coordinated with those applicable to occupant evacuation elevators to ensure that the fire service access elevators are able to continue to function and serve their intended purpose during an emergency. CLARIFICATION

3008: The provisions addressing occupant evacuation elevators are now more closely coordinated with those regulating fire service access elevators. CLARIFICATION

3108: The referenced standard for structural design of antenna supporting towers, TIA 222-G, contains exemptions for seismic design that are not consistent with the requirements of IBC Chapter 16 and ASCE 7, therefore Section 3108.1 has been modified so that the exemptions are not applicable. CLARIFICATION

3302.3, 3303.7, 3313: Construction protection requirements of the IFC have been incorporated into the IBC to ensure they are not overlooked. REFERENCE

3401.3: It has now been specifically established that the existing building provisions of Chapter 34 are viewed as specific provisions and therefore take precedence over requirements in other codes. CLARIFICATION

3411: Type B units are now required in existing buildings when there is a change of occupancy or an alteration and more than 50 percent of the building is affected. ADDITION

Appendix L: A new appendix requires earthquake-recording instruments to be installed in certain buildings located where the 1-second spectral response acceleration, S_1 , is greater than 0.40. NOT APPLICABLE

Appendix M: A new appendix provides requirements for coastal communities that have a potential for being inundated by the effects of tsunami waves. NOT APPLICABLE

2015 International Building Code

Summary of Changes

Chapters 1 and 2 Administration

101.2: Modifications to the International Residential Code (IRC) provisions have been reflected in the exception to IBC Section 101.2 such that the limiting height of an IRC structure accessory to a dwelling unit or townhouse has increased from two stories to three stories above grade plane. **RELAXATION**

111.1: A change in a building's use, or a portion of a building's use, with no change in its occupancy classification now requires that a new certification of occupancy be issued by the building official.

ADDITION

202: The definition of "horizontal exit" now focuses on the compartmentalization aspect of using a horizontal exit, rather than on the path of egress travel. **RELAXATION**

202: By definition, horizontal sliding curtains are now specifically permitted on a raised performance area regulated as a platform. **DEFINITION**

202: Motor vehicles stored in a "private garage" are now limited through a new definition to only those vehicles used by tenants of the building or buildings on the same premises as the garage. **CLARIFICATION**

202: The definition of "treated wood" has been revised to clarify that approved treatment methods by other than pressure are acceptable. **RELAXATION**

Chapters 3 through 6 – Building Planning

304.1: Small food processing establishments and commercial kitchens not associated with dining facilities are now considered as Group B occupancies. **RELAXATION**

304.1: The Group B classification for training and skill development uses has been clarified to address the ages of the occupants using the facility, the occupant load limitation where the facility is used for assembly purposes, and the types of permitted uses. **CLARIFICATION**

306.2: A classification of Group F-1 is now applied only to larger-sized food processing facilities and commercial kitchens not associated with dining facilities. **RELAXATION**

308.3: The uses permitted in a Group I-1 custodial care facility have been expanded to include care recipients who may need a limited degree of verbal or physical assistance if responding to a fire or other emergency situation. **CLARIFICATION**

308.4: Two basic conditions of Group I-2 medical care uses that have previously been regulated together as a single category have been created, dividing the classification into short term care facilities, such as hospitals, and long term care facilities, such as nursing homes.

310.5: Lodging houses are now specifically defined in Chapter 2 and are typically permitted to be constructed in accordance with the International Residential Code (IRC) if they contain no more than five guest rooms. **RELAXATION**

310.6: The uses permitted in a Group R-4 custodial care facility have been expanded to include care recipients who may need a limited degree of verbal or physical assistance while responding to a fire or other emergency situation. **CLARIFICATION**

311.1.1: Storage rooms less than 100 square feet in floor area are not to be classified as Group S, but rather as the same occupancy as the portion of the building to which they are accessory. **RELAXATION**

403.1, Exception Items 3 and 5: Clarified code text now indicates that Group H-1 occupancies, as well as several specified types of Group H-2 and H-3 occupancies, are not required to comply with the high-rise provisions. **CLARIFICATION**

404.5, Exception: Smoke control is now required in atriums in Group I-2 occupancies, as well as those in Group I-1 occupancies classified as Condition 2, that connect two stories. **ADDITION**

404.9, 404.10: The three distinct travel distance conditions that could potentially occur for areas open to an atrium are now each addressed individually in order to clarify their application. **CLARIFICATION**

406.3.1: A Group U private garage is now limited to a maximum floor area of 1000 square feet; however, multiple Group U private garages are permitted in the same building where they are compartmentalized by minimum 1-hour fire separations. **CLARIFICATION**

406.3.2: The allowance for a 7-foot ceiling height previously permitted for public garages has now been extended to private garages and carports. **CLARIFICATION**

407.2.5: Shared living spaces, group meeting areas, and multipurpose therapeutic spaces are now permitted to be open to corridors in Group I-2, Condition 1 nursing homes provided five specific conditions are met. **RELAXATION**

407.2.6: A room or space containing a cooking facility with domestic cooking appliances is now permitted to be open to the corridor in a Group I-2, Condition 1 nursing home provided 13 specific conditions are met. **RELAXATION**

407.5: The maximum allowable smoke compartment size for Group I-2, Condition 2 hospitals and similar occupancies has been increased to 40,000 square feet. **RELAXATION**

410.3.5: An additional method of stage proscenium opening protection has now been provided that permits the use of horizontal sliding doors having a minimum fire protection rating of 1 hour. **RELAXATION**

412.7: The travel distance allowances for aircraft manufacturing facilities have been significantly increased based upon a combination of the manufacturing area's height and floor area. **RELAXATION**

423.3: The construction of complying storm shelters is now required in critical emergency operations facilities where such facilities are located in geographical areas where the shelter design wind speed for tornadoes is at its highest. **NOT APPLICABLE**

423.4: Storm shelters are now required in Group E occupancies located in those areas of the United States where the shelter design wind speed for tornadoes is at its highest. **NOT APPLICABLE**

503: The provisions regulating building height and area limitations have been extensively revised with no change in technical application in order to provide an increased degree of user-friendliness and technical consistency. **CLARIFICATION**

Tables 504.3, 504.4: In order to increase the degree of user-friendliness of the process by which the allowable building height provisions are determined, Table 503 has now been reformatted as Tables 504.3 (allowable height in feet) and 504.4 (allowable number of stories above grade plane), and any applicable sprinkler increase has been incorporated directly into the new tables. **CLARIFICATION**

505.2.3, Exception 2: Direct access to at least one exit at the mezzanine level is no longer required for those enclosed mezzanines regulated by Exception 2 of Section 505.2.3. **RELAXATION**

Table 506.2: In order to increase the degree of user-friendliness of the process by which the allowable building area provisions are determined, Table 503 has now been reformatted as new Table 506.2 (allowable area factor in square feet), and any applicable sprinkler increase has been incorporated directly into the new table. **CLARIFICATION**

507.1: The allowance of a single-story basement in unlimited area buildings has now been clarified. **CLARIFICATION**

507.9: Group H-5 buildings are now permitted to be unlimited in area under the special provisions of Section 507. **RELAXATION**

Table 509: A more detailed analysis of various support spaces within a healthcare or ambulatory care facility is now possible due to modifications to Table 509 regulating incidental uses. **RELAXATION**

510.2: In the special provisions of Section 510.2 addressing pedestal buildings, there is no longer a limit of one story above grade plane for that portion of the structure that occurs below the 3-hour horizontal separation. **RELAXATION**

Table 601, Footnote d: Footnote d to Table 601 addressing 1-hour substitution has been deleted based upon the extremely limited applicability of the footnote, along with the significant potential for misuse. **CLARIFICATION**

602.4: Equivalent size dimensions for structural composite lumber (SCL) in relationship to solid-sawn Type IV heavy-timber members have been introduced into Table 602.4. **DEFINITION**

602.4.2: Cross-laminated timber is now permitted within the exterior walls of Type IV buildings where protected by one of three specified materials. **RELAXATION**

603.1, Item 26: Walls of freezers and coolers located in buildings of Type I and II construction may now be constructed of wood materials provided three conditions are met. **RELAXATION**

Chapters 7 through 9 – Fire Protection

704.4: For structural fire protection purposes, the secondary member protection requirements have been reformatted and clarifies that the secondary members in a horizontal assembly can be protected by a ceiling membrane. **CLARIFICATION**

705.2: The minimum required separation between the leading edge of a projection and the line used to determine the fire separation distance has been modified in a manner that provides for a significant increase in the separation required. **ADDITION**

705.2.3: The provisions regulating combustible projections adjacent to an interior lot line or other line used to determine the fire separation distance have been modified to provide a simple and consistent approach that is less restrictive than previously determined. **RELAXATION**

705.3: Openings are permitted through adjacent exterior walls of a Group S-2 parking garage and a Group R-2 building on the same lot where such buildings are regulated as two buildings on the same lot and the fire separation distance is zero. **RELAXATION**

705.6: Interior structural elements, such as floor or roof elements, that brace exterior walls are no longer required to be regulated for fire resistance due to the exterior wall's rating regardless of the building's proximity to a lot line. **RELAXATION**

705.8.5: Where a fire resistance rated wall is provided to address the concern of a fire spreading out of the building and then exposing an upper level opening, the exterior wall must be rated from both sides, regardless of the fire separation distance. **ADDITION**

706.2: The reference to NFPA 221 for fire wall design and construction has been expanded to permit the use of the "tied" and "cantilevered" options addressed in the standard. **RELAXATION**

709.4: The horizontal continuity of smoke barriers has been clarified for smoke barriers used to create smoke compartments, as well as for smoke barrier walls intended to create enclosures for elevator lobbies or areas of refuge. **CLARIFICATION**

711, 712: The reorganization of Sections 711 and 712 has been continued such that Section 711 now contains only the construction requirements for floor and roof assemblies, and Section 712 only contains the requirements related to the protection of vertical openings. **CLARIFICATION**

714.4.2: Where the double top plates of a wall interrupt the ceiling membrane of a horizontal assembly, the wall must now be sheathed only with Type X gypsum wallboard. The wall will not require a fire-resistance rating unless needed due to some other code requirement. **RELAXATION**

717.1.1: Ducts are now expressly allowed to exit a shaft, transition horizontally, and then enter another shaft without continuous shaft construction. **RELAXATION**

717.3, 717.5: Where a duct penetration occurs in the ceiling of a fire-resistance-rated corridor where the lid of the corridor is constructed using a corridor wall placed horizontally, a corridor damper is now specifically mandated. **CLARIFICATION**

903.2.1.6: An automatic sprinkler system is now required to be installed in a building when the roof is used for a Group A-2 assembly occupancy with an occupant load exceeding 100, as well as for other Group A occupancies where the occupant load exceeds 300. **ADDITION**

903.2.1.7: Where small Group A fire areas share a common means of egress, the occupant load of the spaces must now be added together to determine if a sprinkler system is required. **CLARIFICATION**

903.2.8: Sprinkler requirements for Group R-4 occupancies are now dependent on the capabilities of the occupants. In buildings where occupants require limited assistance when responding to an emergency condition, additional sprinkler protection is required for attic spaces. **CLARIFICATION**

903.3.1.1.2: An exemption for sprinkler systems in small resident bathrooms has been introduced into the IBC because the provision was removed from the current edition of the referenced NFPA 13 standard. **RELAXATION**

903.3.1.2.2: Where an NFPA 13R sprinkler system is installed, the sprinkler protection must now be extended to any open ended corridors and associated exterior stairways, clarifying that an open breezeway is considered as an interior portion of the building and not an exterior location for the application of the sprinkler requirements. **RELAXATION**

903.3.8: Additional restrictions have been placed on limited area sprinklers systems, including a reduction in the system size to a maximum of six sprinklers within a single fire area. **ADDITION**

904.13: Requirements for domestic appliances installed within commercial facilities but used only for domestic cooking have been clarified, including provisions for an appropriate fire-extinguishing system for domestic cooking equipment in nursing homes, assisted living facilities and similar buildings.

CLARIFICATION

907.2.3: The threshold for alarm systems in Group E occupancies has been increased such that a manual fire alarm is required where the occupant load exceeds 50, and an emergency voice/alarm communication (EVAC) system must only be provided where the occupant load exceeds 100. **ADDITION**

907.2.9.3: The scope of the fire alarm provisions for Group R-2 college and university buildings has been revised to apply to facilities “operated by” the college or university whether owned by the school or not.

CLARIFICATION

907.2.11.3, 907.2.11.4: Requirements from the NFPA 72 standard addressing the installation of smoke alarms near cooking appliances and bathrooms have been introduced to the IBC in order to provide direct guidance on the placement of smoke alarms. CLARIFICATION

909.21.1: Viable alternatives to the general elevator hoist-way pressurization requirements are now available where pressurization is provided in lieu of an enclosed elevator lobby or an additional door.

RELAXATION

910: The format and technical requirements for smoke and heat removal systems have been revised, including a new allowance permitting a mechanical smoke removal system as an alternative to smoke and heat vents. **RELAXATION**

915: The carbon monoxide (CO) alarm provisions have been relocated, reformatted and revised; the scope has been modified to exclude Group I-3 occupancies while adding Group E occupancies. CLARIFICATION

Chapter 10 – Means of Egress

Chapter 10: Provisions addressing the minimum required number of means of egress and their arrangement for rooms and space as well as stories have been reformatted and relocated. CLARIFICATION

1004.1.1: The determination of the cumulative design occupant load for intervening spaces, adjacent levels and adjacent stories has been clarified. CLARIFICATION

Table 1004.1.2: The mercantile occupant load factor has been revised such that a single factor is now applicable regardless of the story on which the mercantile use is located. **RELAXATION**

1006, 1007: The means of egress requirements for rooms and spaces, along with those for stories, have been consolidated in Chapter 10. CLARIFICATION

1007.1: Specific information is now provided regarding the point where exit separation is to be measured. In addition, where three or more means of egress are required, performance language has been included to ensure the egress paths are adequately separated. CLARIFICATION

1009.8: It has been clarified that a two-way communication system may serve multiple elevators and that the systems are not required at service elevators, freight elevators or private residence elevators.

CLARIFICATION

1010.1.9: Numerous revisions throughout the locking provisions now help clarify requirements and their application through the use of consistent terminology. CLARIFICATION

1011.15, 1011.16: Locations where ladders can be used for access have now been identified and permanent ladders must follow the construction requirements from the International Mechanical Code (IMC). CLARIFICATION

1014.8: Guidance is now provided regarding potential obstructions in the required egress width of a stairway where a pair of intermediate handrails is installed. CLARIFICATION

1016.2: A means of egress is now permitted through an elevator lobby provided access to at least one exit is available without passing through the lobby. RELAXATION

1017.2.2: An increased exit access travel distance is now permitted for groups F-1 and S-1 occupancies where specific requirements are met. RELAXATION

1018.3: The required width of aisles in Groups B and M occupancies is now consistent with the widths required for corridors and is no longer limited only to the capacity based on the occupant load served. CLARIFICATION

1020.2: A new exception helps to clarify the width requirements for corridors within Group I-2 occupancies for areas where bed or stretcher movement is not necessary. CLARIFICATION

1023.3.1: An interior exit stairway is now permitted to continue directly into an exit passageway without a required fire door assembly to separate the two elements. RELAXATION

1029.13.2.2.1: The variation allowed between adjacent risers within a stepped aisle is now limited. ADDITION

Chapter 11 – Accessibility

1103.2.8: Small areas used for religious ceremonies are now exempt from the access requirements. RELAXATION

1104.4: A distinction has been made between the requirements for access within a story and those with greater level changes, such as between stories or mezzanines. CLARIFICATION

1107.3, 1107.4: The provisions for connecting all spaces within a building have been modified to clearly identify the distinction for those with a change of elevation between stories or mezzanines. CLARIFICATION

1107.5.1.1, 1107.6.4.1: The minimum number of Accessible units required in assisted living facilities now varies depending on the capabilities of the residents. CLARIFICATION

1107.6.1.1: The method by which multiple buildings on a site are reviewed when determining the required number of Accessible units has been revised to consider building size in addition to the total number of units on the site. CLARIFICATION

1109.2: In larger toilet rooms, a minimum of 5 percent of the water closet compartments must be wheelchair accessible and another minimum of 5 percent must be ambulatory accessible compartments. CLARIFICATION

1109.2.3: In order to prevent the placement of the only accessible lavatory within an accessible stall where it would not be available to all users, the required accessible lavatory must now be located in a common area of the toilet room or bathing facility. CLARIFICATION

1110: More detailed scoping requirements for recreational facilities have been included within the new Section 1110 to coordinate with the ADA and provide the scoping for technical requirements found within Chapter 11 of the A117.1 standard. CLARIFICATION

Chapters 12 through 26 – Building Envelope, Structural Systems, and Construction Materials.

1405.3: The required types and locations appropriate for each class of vapor retarder have been revised to also indicate where certain vapor retarders are not allowed to be installed. CLARIFICATION

1602.1: The definitions of “flexible diaphragm” and “rigid diaphragm” have been deleted from the code and replaced by a reference to the procedures for classifying diaphragms in the 2010 edition of the national load standard, Minimum Design Loads for Buildings and Other Structures (ASCE/SEI 7-10). REFERENCE

1603: Two additional items related to snow load drifting are now required to be identified on the construction documents. NOT APPLICABLE

1603.1.7: The term “subject to high-velocity wave action” in regard to flood hazard areas has been replaced with “coastal high hazard areas” in several chapters and sections of the code. NOT APPLICABLE

1603.1.8: The dead load of any rooftop-mounted photovoltaic (PV) solar panels must now be identified on the construction documents. ADDITION

1604.3: Modifications have been made to the deflection limits established in Table 1604.3 for interior partitions, wood members, and wind loads to both clarify and update the provisions. CLARIFICATION

1604.5: In the application of assigning the appropriate risk category for a structure, Section 1604.5 has been revised to clarify that where standards refer to ASCE 7 Table 1.5-1, IBC Table 1604.5 should be used instead. In addition, descriptions for Risk Category III structures have been revised to include occupancy classifications to help clarify the intent. CLARIFICATION

1607.5: In office buildings and in other buildings where the location of partitions is subject to change, partition loads are to be considered unless the floor is designed for an 80-psf or greater live load. CLARIFICATION

1607.9: Provisions addressing impact loads for elements supporting façade access equipment and lifeline anchorages have been established. ADDITION

1607.10.2: The alternate live load reduction method has been corrected to be consistent with the original intent as it appeared in the Uniform Building Code (UBC). CLARIFICATION

1607.12: The term “vegetative roof” has been defined in Section 202 and a reference to ASTM E 2397 has been added to Section 1607. DEFINITION

1607.12.5: Design requirements for roof structures supporting photovoltaic (PV) solar panels and modules have been added to Section 1607. ADDITION

1609.1.1: A reference to the new wind tunnel testing standard ASCE 49 has been added to Section 1609.1.1, Exception 6. CLARIFICATION

1613.3.1: The U.S. Geological Survey (USGS) recently developed seismic hazard and Risk-Targeted Maximum Considered Earthquake (MCER) ground motion maps for Guam and American Samoa, which have now been included in the IBC. NOT APPLICABLE

1613.5: An amendment to the diaphragm anchorage requirements of Section 12.11.2 of ASCE 7 clarifies that the 2.5-to-1 aspect ratio applies to wood, wood structural panel or untopped steel-deck-sheathed subdiaphragms. CLARIFICATION

1613.6: Seismic requirements for ballasted roof-mounted photovoltaic (PV) solar panels have been added to Section 1613.6. NOT APPLICABLE

1704.5: Requirements for submittal of reports and certificates related to construction that is subject to special inspections and tests are now clearly specified. CLARIFICATION

1705.2: The special inspection requirements for structural steel elements and cold formed steel decks have been modified to coordinate the provisions with the new terminology used for structural steel elements within IBC Chapter 22, AISC 360 and the new SDI standard. CLARIFICATION

1705.2.3: Special inspections are now required during the installation of open web steel joists and joist girders, and a new table specifies the type of inspection and applicable referenced standard. ADDITION

Table 1705.3: The requirement for special inspection of cast-in-place anchors in concrete where allowable loads have been increased or strength design is used has been deleted from Table 1705.3, specific requirements for the design and installation of adhesive anchors are now included in ACI 318, and continuous special inspection has been added for these types of anchors installed horizontally or in upwardly inclined orientations with sustained loads. REFERENCE

1705.11: To better identify the intent, revisions have been made to the special inspection requirements for wind resistance. Specific requirements for the inspection of wind resisting components have also been clearly identified. NOT APPLICABLE

1705.12: Periodic special inspection of cold-formed steel special bolted moment frames (CFS-SBMFs) is now mandated. In addition, several modifications to the special inspection requirements for seismic resistance have been made in order to clarify the intent. NOT APPLICABLE

1708.3.2: Static load test requirements have been revised to clarify the intent, the arbitrary factor of two has been removed, and the method for testing components that carry dynamic loads has been specified. Differences influenced by load duration effects when testing wood elements are now also addressed. CLARIFICATION

1709.5: The required design pressure ratings for exterior window and door assemblies are to be done on an allowable stress design basis. CLARIFICATION

1711: The requirements for testing joist hangers in Section 1711.1 have been deleted entirely, and the requirements for testing concrete and clay roof tiles in Section 1711.2 have been relocated to Section 1504 addressing performance requirements for roof coverings and assemblies. CLARIFICATION

1803.5: The requirements addressing the evaluation of rock materials for foundation support have been updated to be more consistent with current geotechnical engineering practice. In addition, basic requirements for providing adequate underpinning and excavations have been added. CLARIFICATION

1804.1: Basic requirements for providing safe and adequate underpinning at excavations have been added because the code was not specific on how to address excavations adjacent to structures. CLARIFICATION

1808.3: Requirements pertaining to surcharge loads that could affect an adjacent structure have been added. ADDITION

1810.2.5: The requirements related to the evaluation of group effects on uplift of grouped deep foundation elements have been clarified. CLARIFICATION

1810.3: Provisions addressing structural steel sheet piles have been added and the code provisions and standards related to steel deep foundation systems have been updated to clarify their intent. CLARIFICATION

1901.3: Sections 1908 and 1909 of the 2012 IBC, which contain the requirements for anchorage to concrete, have been deleted because they are obsolete and not consistent with current referenced standards. In their place, new provisions on anchoring to concrete have been added to the general provisions found in Section 19901. CLARIFICATION

1901.4: Section 1912 of the 2012 IBC containing specific requirements for concrete-filled pipe columns has been deleted because it is no longer necessary, as new provisions on composite structural steel and concrete structures have been added to the general provisions in Section 1901. CLARIFICATION

1904: The durability requirements for structural concrete have been deleted from the IBC and replaced by a reference to the durability provisions in ACI 318. REFERENCE

1905.1.3: The requirements for the design of wall piers have been deleted from Section 1905 because they are now addressed in ACI 318. REFERENCE

1905.1.8: Extensive modifications have been made to the concrete anchorage provisions of Section 1905.1.8 to maintain the intent regarding light-frame shear wall anchorage, while achieving consistency with Chapter 17 of the 2014 edition of ACI 318. CLARIFICATION

2101.2: The references in Chapter 21 to specific sections in the Masonry Standards Joint Committee (MSJC) code have been deleted because the 2013 edition of TMS 402/ACI 530/ASCE 5 has been substantially reorganized to be more user friendly. The charging language of Section 2101.2 has been modified to simply reference TMS 402/ACI 530/ASCE 5 or TMS 403 for the design and construction of masonry structures. CLARIFICATION

2103: Masonry material provisions that have historically been found in Section 2103 have been deleted because they are contained in the MSJC Specification TMS 602/ACI 530.1/ASCE 6. REFERENCE

2104: Many masonry construction provisions previously found in Section 2104 that are contained in the MSJC Specification TMS 602/ACI 530.1/ASCE 6 have been deleted and replaced with references to the specification. REFERENCE

2105: Provisions for the quality assurance of masonry structures and related definitions have been deleted from Section 2105 and replaced with a reference to the MSJC Specification TMS 602/ACI 530.1/ASCE 6 and the special inspection and testing requirements contained in Chapter 17. REFERENCE

2111, 2113: The definitions of “masonry fireplace” and “masonry chimney” have been deleted from Chapter 21 and appropriately relocated to Chapter 2. Requirements for the reinforcement and anchorage of masonry fireplaces and chimneys in Sections 2111 and 2113 have been updated and reorganized to clarify the intent. CLARIFICATION

2210: A new Steel Deck Institute (SDI) standard addressing the design and construction of composite concrete slabs and steel decks has been added to IBC Chapter 35. REFERENCE

2211: A new American Iron and Steel Institute standard, AISI S220, is now referenced for the construction of cold-formed steel light-frame non structural products. REFERENCE

2303.1.4: A new definition for a wood-based product identified as cross-laminated timber (CLT) has been added to Chapter 2. The new manufacturing standard ANSI/APA PRG 320 is now referenced in Chapter 23 and has been added to Chapter 35. DEFINITION

2303.1.13: A new definition for engineered wood rim board has been added to Chapter 2 and two new standards are now referenced in Chapter 23 and have been added to Chapter 35. DEFINITION

2304.6: Section 2304.6 has been modified to establish minimum structural performance requirements and clarify that wall sheathing on the outside of exterior walls, as well as connection of sheathing to framing, must be capable of resisting wind pressures in accordance with Section 1609, which in turn references ASCE/SEI 7-10. The new term “gable” has been added to clarify that exterior wall sheathing requirements for out of plane wind resistance are equally applicable to the gable area at end walls. CLARIFICATION

2304.10.6: The minimum required thickness of steel straps used to splice discontinuous framing members has been modified to be consistent with the standard thickness established in the new AISI Product Data Standard, S201. CLARIFICATION

2304.12: Modifications to Section 2304.12 identify exactly where waterborne preservatives are required and where they are not required. CLARIFICATION

2308: Section 2308, which contains prescriptive requirements for conventional wood frame construction, has been reformatted and reorganized in its entirety. Significant changes include the introduction of new designations for wall bracing methods similar to those in the IRC as shown in new Table 2308.6.3 (1), and reformatted wall bracing requirements set forth in Table 2308.6.1. CLARIFICATION

2308.2.5: Provisions related to limitations on roof span have been clarified as a part of the reformatting and reorganization of Section 2308. CLARIFICATION

2308.7: Ceiling joist and rafter span tables from the IRC have been incorporated into the conventional construction provisions of the IBC. CLARIFICATION

2309: Section 2309 has been added to reference the American Wood Council’s (AWC) Wood Frame Construction Manual (WFCM) for structural design of wood frame buildings assigned to Risk Category I or II. REFERENCE

2406.4.7: The height criteria for regulating glazing at the landing at the bottom of a stair has been revised and the method for measuring the horizontal distance has been clarified, now generally requiring safety glazing if located less than 60 inches above the bottom landing of a stair. CLARIFICATION

Chapter 25: The definition of “gypsum board” has been revised and a new definition for “gypsum panel product” has been added to Chapter 2. Multiple references to gypsum panel products have also been added to Chapter 25 where applicable. DEFINITION

2612: New definitions and applicable test standards now address the use of plastic composites for use as exterior deck boards, stair treads, handrails and guards. DEFINITION

Chapters 27 through 34 – Building Services, Special Devices, and Special Conditions

2902.3: Limited size quick service tenant spaces are no longer required to provide toilet facilities for the public customers. RELAXATION

3004: The elevator hoistway venting provisions of Section 3004 have been deleted; such hoistways are no longer required to be vented to the exterior. RELAXATION

3006: The elevator lobby requirements have been relocated from Section 713.14.1, where they were previously included with the general shaft enclosure requirements, to Chapter 30, which addresses elevators. CLARIFICATION

Chapter 34: Chapter 34 has been deleted from the IBC in its entirety, and existing buildings will now be solely regulated by the International Existing Building Code (IEBC). CLARIFICATION

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

First public hearing and consider introducing an ordinance amending Appendix A Fee Schedule adding fees for the sale and related services for columbaria niches at Fairmount Cemetery - (Presentation by Parks & Recreation Director Carl White and Budget Manager, Morgan Chegwiddden)

Summary/History:

Staff seeks City Council's approval of proposed fees for the sale and related services for columbaria niches.

City Council had previously allocated the funding and approved the construction of the first set of columbaria, as proposed by the Friends of Fairmount Cemetery.

The columbaria are a new asset to the cemetery and the City has not established fees for the sale of niches and related services. We are also asking that dis-internment/re-internment fees be increased with this fee review process since our cost recovery on these services is low and our current fees for these services are well below the local market. Below are the proposed fees. Attached is the PowerPoint presentation, fee review chart and draft cemetery fee ordinance.

Proposed fees:

8" x 8" niche (single) -- \$1,200

8" x 8" niche (double) -- \$1,800

12" x 12" niche (single or double) -- \$2,400

niche opening/closing -- \$650

niche engraving -- \$550

dis-internment/reinternment (adult) -- current fee, \$2,000; proposed fee, \$3,500

dis-internment only (adult) -- current fee, \$1,000; proposed fee, \$1,750

Financial Impact:

The total annual revenue estimated for the sale and related services for columbaria niches is \$56,400.

The total annual cost estimated for maintenance and related expenses for the columbaria is \$4,870.

The Fairmount Cemetery Board recommends saving the net revenue for future improvements such as additional columbaria and the new office/meeting space.

Other Information/Recommendation:

The Fairmount Cemetery Board recommends approval of the proposed fees.

Attachments:

1. Current Fees for Farimount Cemetery Fees Current as of May 1, 2015.pdf

2. Cemetery Fees Ordinance
3. Fee Review
4. Cemetery Fees Presentation

Cemetery Fees Ordinance.pdf
FIN 160216 Fee Review - Cemetery.pdf
Cemetery Fees Presentation Feb 16, 2016.pptx

Presentation:

Approvals/Reviews:

White, Carl
James, Theresa
Carriger, Tina
James, Theresa
Dunn, Becky
Kendrick, Bryan

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

Fairmount Cemetery
1120 W. Ave N
San Angelo, TX 76901
(325) 655-9475
Fax: (325) 653-7774

Under the direction of Fairmount Cemetery Board and San Angelo City Council the following price list becomes effective: May 1, 2015:

Opening & Closing (includes tent, chairs)	\$ 1,250.00
Opening & Closing Stacking (includes tent, chairs)	\$ 1,350.00
Opening & Closing (Infant)	\$ 300.00
Cremation Burial Opening & Closing	\$ 400.00
Cremation- Overtime Saturday's 8 a.m. to 12 p.m.	\$ 200.00
Tent Set-up	\$ 300.00
Second Tent	\$ 150.00
Overtime –Saturday funerals 8 a.m. to 12 p.m.	\$ 325.00
Weekend grave opening work for day after holiday or Monday funerals	\$ 175.00
Overtime Hourly (weekdays after 4:30, Saturday after 12:00)	\$ 175.00
Concrete Box	\$ 600.00
Concrete Vault	\$ 675.00
Outside Container Setting Fee (Steel Vault)	\$ 100.00
Adult Spaces -Includes Perpetual Care (\$2,000.00 space & \$500.00 p.c.)	\$ 2,500.00
Adult Spaces used for stacking	\$ 4,500.00
Cremation Burial Spaces (\$810.00 space & \$90.00 p.c.)	\$ 900.00
Infant Burial Spaces	\$ 300.00
Disinterment -Re-interment (Adult) (Half of fee to disinter only)	\$ 2,000.00
Disinterment- Re-interment (Infant) (Half of fee to disinter only)	\$ 400.00
Veterans Marker Setting Fee	\$ 25.00
Marker Survey Fee	\$ 100.00
Lot Transfer Fee	\$ 75.00

NOTE: Funerals may be scheduled up to **3:00 P.M. (Graveside) Monday through Friday, and 11:00 A.M. (Graveside) on Saturdays.**

24 hour notice must be given on all funerals held at Fairmount Cemetery.

Funeral services will not be conducted in Fairmount Cemetery on the

Following holidays:

MLK Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, New Years Day.

Funerals may be held on Good Friday and the day after Thanksgiving, and the day after Christmas, **but** there will be an overtime charge.

Revised 05/1/2015

**AN ORDINANCE AMENDING APPENDIX A “FEE SCHEDULE”
OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO
TEXAS, BY ADDING ARTICLE A14.000 “CEMETERY FEES”,
PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN
EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Appendix A “Fee Schedule” of the Code of Ordinances is hereby amended by adding Article A14.000 “Cemetery Fees” as set out below:

“Article A14.000 Cemetery Fees

A14.001 Burial

a) Opening & Closing (includes tent, chairs)	\$ 1,250.00
b) Opening & Closing Stacking (includes tent, chairs)	\$ 1,350.00
c) Opening & Closing Columbarium	\$ 650.00
d) Opening & Closing (Infant)	\$ 300.00
e) Concrete Box	\$ 600.00
f) Concrete Vault	\$ 675.00
g) Outside Container Setting Fee (Steel Vault)	\$ 100.00

A14.002 Cremation

a) Cremation Burial Opening & Closing	\$ 400.00
b) Cremation- Overtime Saturday’s 8 a.m. to 12 p.m.	\$ 200.00

A14.003 Set up

a) Tent Set-up	\$ 300.00
b) Second Tent	\$ 150.00

A14.004 Overtime

a) Saturday funerals 8 a.m. to 12 p.m.	\$ 325.00
b) Weekend grave opening for day after holiday or Monday funerals	\$ 175.00
c) Overtime Hourly (weekdays after 4:30, Saturday after 12:00)	\$ 175.00

A14.005 Burial Spaces

a) Adult Spaces -Includes Perpetual Care (\$2,000.00 space & \$500.00 p.c.)	\$ 2,500.00
b) Adult Spaces used for stacking	\$ 4,500.00
c) Columbarium 12 X 12 Niche	\$ 2,400.00
d) Columbarium 8 X 8 (double)	\$ 1,800.00
e) Columbarium 8 X 8 (single)	\$ 1,200.00
f) Cremation Burial Spaces (\$810.00 space & \$90.00 p.c.)	\$ 900.00
g) Infant Burial Spaces	\$ 300.00

A14.006 Disinterment

a) Disinterment -Re-interment (Adult) (Half of fee to disinter only)	\$ 3,500.00
b) Disinterment- Re-interment (Infant) (Half of fee to disinter only)	\$ 400.00

A14.007 Marker Fees

- | | |
|--------------------------------|-----------|
| a) Niche face plate engraving | \$ 550.00 |
| b) Veterans Marker Setting Fee | \$ 25.00 |
| c) Marker Survey Fee | \$ 100.00 |

A14.008 Lot Transfers

Lot Transfer Fee	\$ 75.00"
------------------	-----------

2) 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 1st day of March 2016.

INTRODUCED with public hearing on the 16th day of February, 2016, and finally PASSED, APPROVED and ADOPTED on this the 1st day of March, 2016.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

City of San Angelo
Budget Division
2015-16 Fee Review

Type of Fee/Charge	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact	Odessa	Midland	Wichita Falls	Abilene	Local (Private)
Fairmount Cemetery 440-0000									
Columbarium - 8x8 Single	\$717	\$0	\$1,200	\$6,000					\$1,195 - \$1,295
Columbarium - 8x8 Double	\$717	\$0	\$1,800	\$7,200					\$1,795 - \$2,395
Columbarium - 12x12	\$717	\$0	\$2,400	\$19,200					
Columbarium Niche Opening/Closing	\$717	\$0	\$650	\$13,000					\$500 - \$600
Columbarium Niche Engraving	\$121	\$0	\$550	\$11,000					\$580 - \$765
Disinterment - Re-interment (Adult)	\$1,782	\$2,000	\$3,500	\$3,000			\$1,000	\$800	\$2,750 - \$3,500
Disinterment only (Adult)	\$1,160	\$1,000	\$1,750	\$1,500					\$1,750



City Council Meeting

February 16, 2016



Columbaria Related Fees

- First public hearing and consider introducing an ordinance amending Appendix A Fee Schedule adding fees for the sale and related services for columbaria niches at Fairmount Cemetery - (Presentation by Parks & Recreation Director, Carl White and Budget Manager, Morgan Chegwidden)





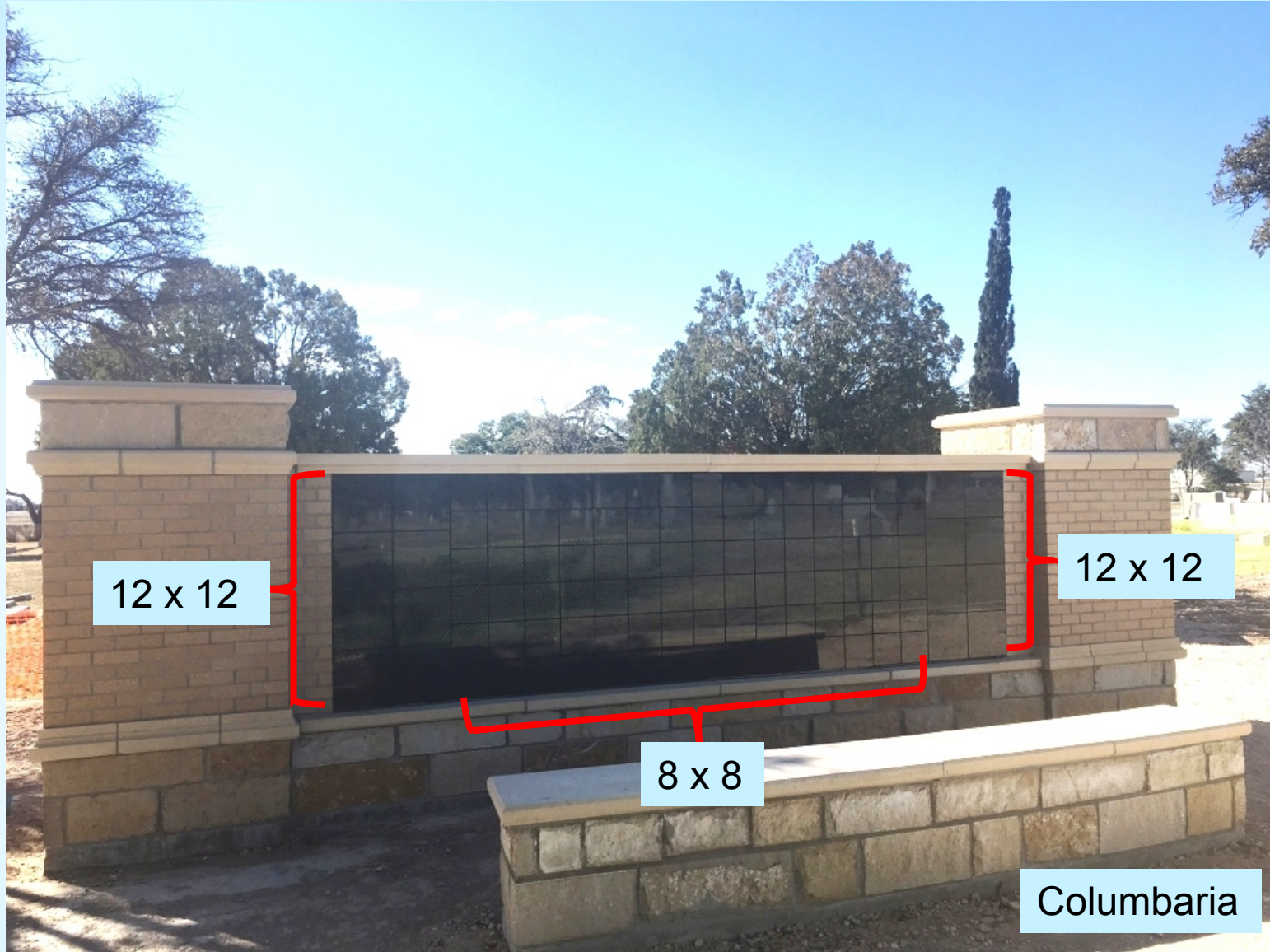
Columbaria





Columbaria





2016 Fee Review

Fairmount Cemetery	Current Fee	Proposed Fee	Survey Data
Columbarium – 8x8 single	N/A	\$1,200	\$1,195 – \$1,295
Columbarium – 8x8 double	N/A	\$1,800	\$1,795 – \$2,395
Columbarium – 12x12	N/A	\$2,400	No data
Columbarium Niche Opening/Closing	N/A	\$650	\$500 – \$600
Columbarium Niche Engraving	N/A	\$550	\$580 – \$765
Disinterment-Re-interment	\$2,000	\$3,500	\$800 – \$3,500
Disinterment only	\$1,000	\$1,750	\$1,750



2016 Fee Review

Fairmount Cemetery	Current Fee	Proposed Fee	Estimated Cost of Service
Columbarium – 8x8 single	N/A	\$1,200	\$717.04
Columbarium – 8x8 double	N/A	\$1,800	\$717.04
Columbarium – 12x12	N/A	\$2,400	\$717.04
Columbarium Niche Opening/Closing	N/A	\$650	\$717.04
Columbarium Niche Engraving	N/A	\$550	\$120.71
Disinterment-Re-interment	\$2,000	\$3,500	\$1,782
Disinterment only	\$1,000	\$1,750	\$1,160



2016 Fee Review

Fairmount Cemetery	Current Fee	Proposed Fee	Financial Impact
Columbarium – 8x8 single	N/A	\$1,200	\$6,000
Columbarium – 8x8 double	N/A	\$1,800	\$7,200
Columbarium – 12x12	N/A	\$2,400	\$19,200
Columbarium Niche Opening/Closing	N/A	\$650	\$13,000
Columbarium Niche Engraving	N/A	\$550	\$11,000
Disinterment-Re-interment	\$2,000	\$3,500	\$3,000
Disinterment only	\$1,000	\$1,750	\$1,500



Columbaria Related Fees

- Sales history
- Gross revenues estimated at \$56,400
- Related direct expenses estimated at \$4,870
- Staff recommendation
- Board recommendation





City Council Meeting

February 16, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

Report on the condition of the large pier at Lake Nasworthy located at Mary E. Lee Park and give direction to staff regarding its use and disposition - (Presentation by Parks & Recreation Director Carl White)

Summary/History:

Staff seeks direction regarding the disposition of the public pier at Lake Nasworthy's Mary E. Lee Park. The pier is popular with local and visiting anglers.

The City recently employed the services of the engineering firm, Freese and Nichols, to conduct a structural inspection of the pier and its current condition. That assessment was conducted on January 21, 2016, and the report of the engineer is attached.

In short, the pier has the following observations:

- * distressed pile heads, caps and bracing
- * sagging and distressed floor framing
- * undermined abutment
- * flooring in disrepair with tripping hazards
- * inadequate railing
- * not handicap accessible

The engineers do not recommend repairing the pier. Instead, they recommend replacing it entirely.

Cost to replace the pier is estimated at: \$260-330,000, depending on material choices. Removal cost of the existing pier is about \$50,000. A proposed budget for the removal and replacement of the pier should be set at about \$400,000.

Financial Impact:

Cost to replace the pier is estimated at: \$260-330,000, depending on material choices. Removal cost of the existing pier is about \$50,000. A proposed budget for the removal and replacement of the pier should be set at about \$400,000.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------------------|--|
| 1. | Pier Report from Engineer | SJT Pier Letter.pdf |
| 2. | Pier Report Presentation | Lake Nasworthy Pier Inspection Feb 16, 2016.pptx |

Presentation:

Approvals/Reviews:

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

February 4, 2016

Carl White
Parks & Recreation Director
City of San Angelo
72 W. College Avenue
San Angelo, TX 76903

Re: Lake Nasworthy Pier Structural Evaluation (FNI Project No. SAN15642)

Dear Mr. White:

The purpose of this letter is to document our structural evaluation of the pier on Lake Nasworthy, located near 7401 Knickerbocker Road, in San Angelo, Texas. The focus of the evaluation is structural, to determine recommendations for repair or replacement.

Observations:

Observations were made on January 21, 2016 by Brad Watson, P.E. This evaluation is based on visual observations made from the top side of the structure. It is important to note that significant issues may exist that were not observed.



Figure 1: Overview of Pier Viewed from the Abutment

Pile heads and caps:

The pier is supported by a series of wooden pile caps, approximately 10 inches square, supported by braced wooden piles that are approximately 10 inches in diameter. Many of the pile heads are severely compromised by rotting and splitting, as shown in Figure 2. The pile caps were typically split due to vertical metal dowels extending through the pile cap into the pile heads, as shown in Figure 3.

Pile Bracing:

As seen in Figure 2 and Figure 3, several of the pile bracing connections are compromised. The lower bracing connections were not available for observation, but some bracing was apparently supported by one end only and was otherwise floating in the water.

Floor framing:

Much of the floor framing appeared to be over-spanned and sagging, as shown in Figure 4. Some floor framing was severely distressed, as shown in Figure 5 and Figure 6.

Miscellaneous:

The following miscellaneous items were noted:

- The abutment and the associated wingwall appeared to be undermined, Figure 7.
- The floor surface was overlain with plywood sheathing which was in disrepair and posed multiple tripping hazards, Figure 8.
- Railing had inconsistent height and did not appear to meet current design standards for strength and infill, Figure 9.
- The pier did not appear to be handicap accessible.

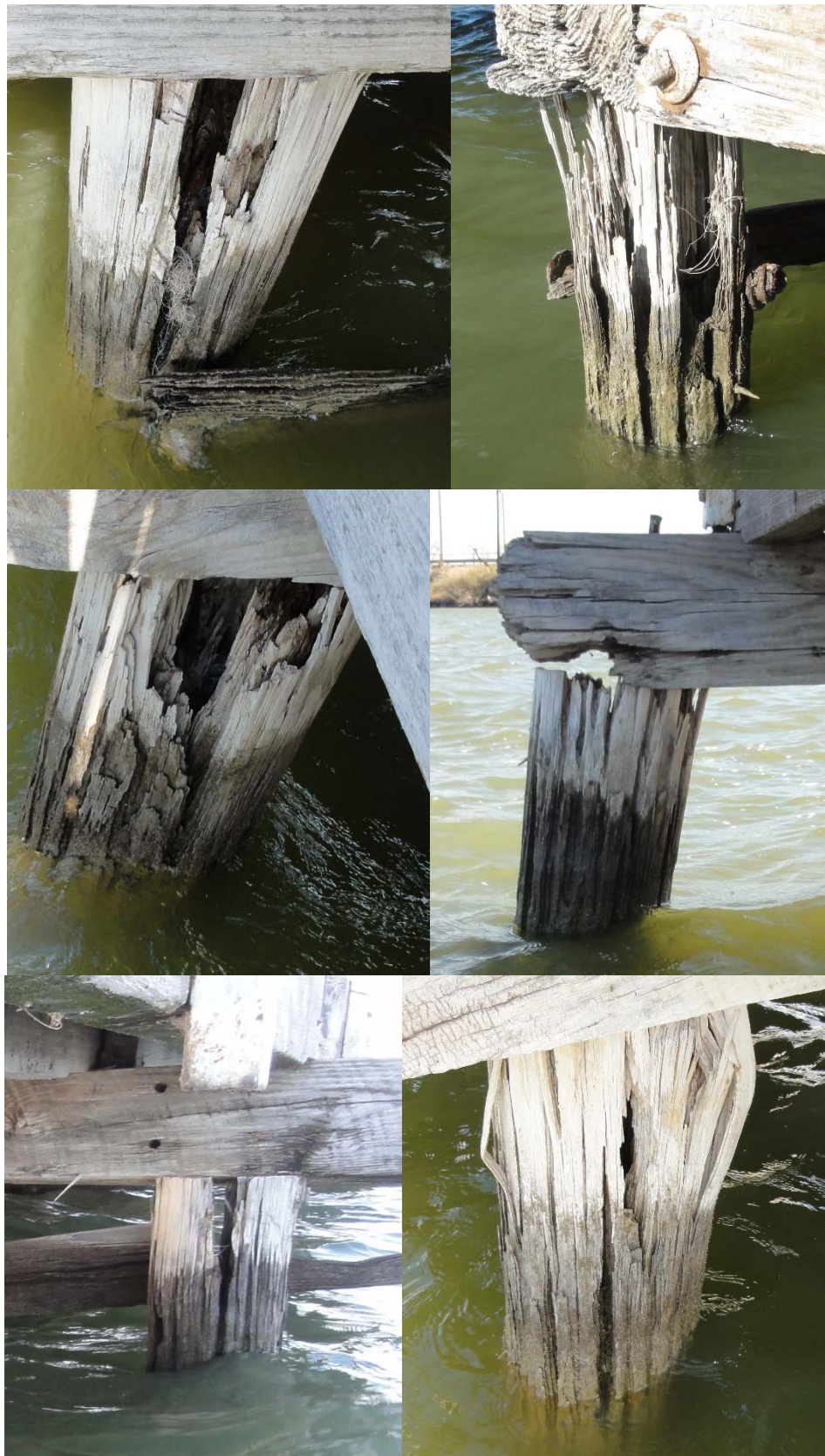


Figure 2: Distressed Pile Heads

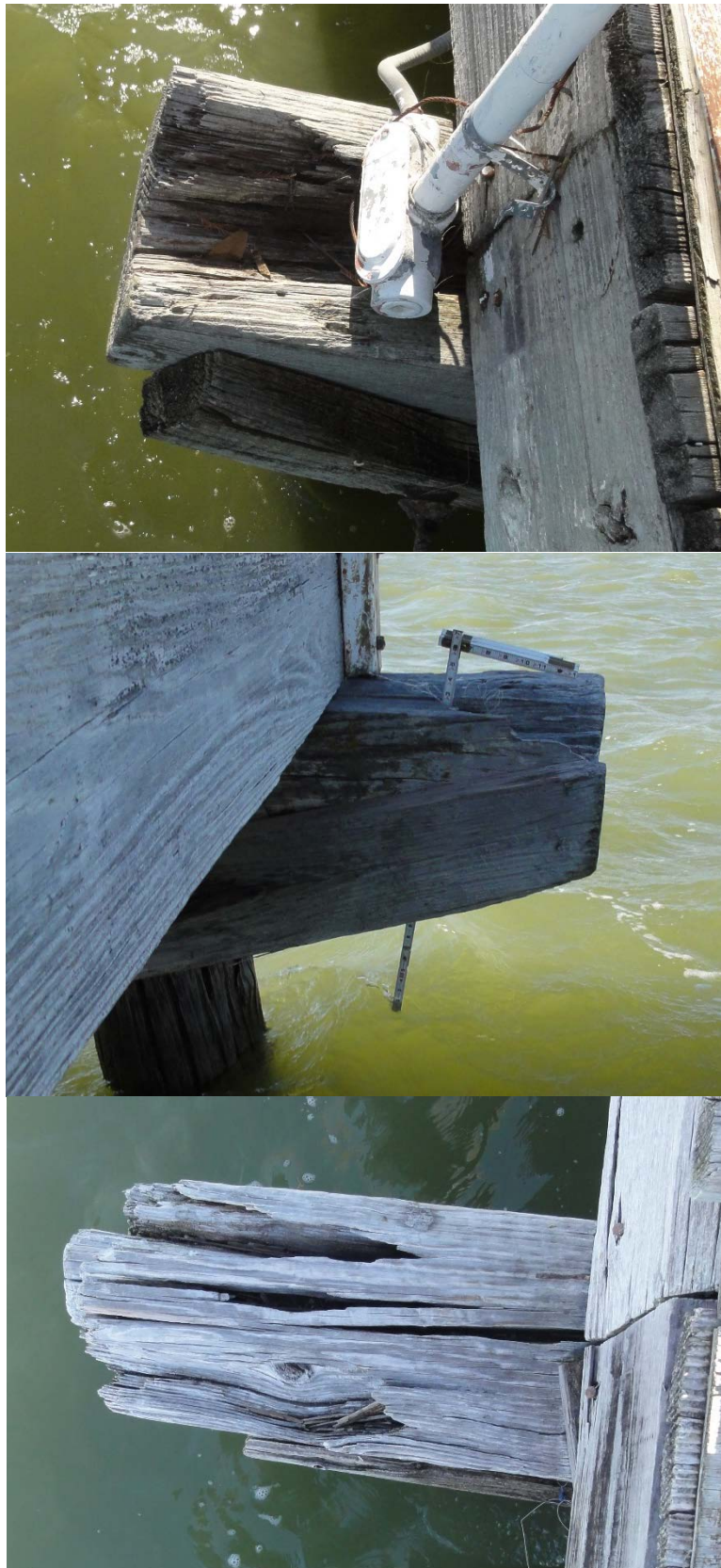


Figure 3: Distressed Pile Caps



Figure 4: Typical Sagging Floor Framing



Figure 5: Distressed Floor Framing



Figure 6: Distressed Floor Framing



Figure 7: Undermining at Abutment



Figure 8: Damaged Walking Surface

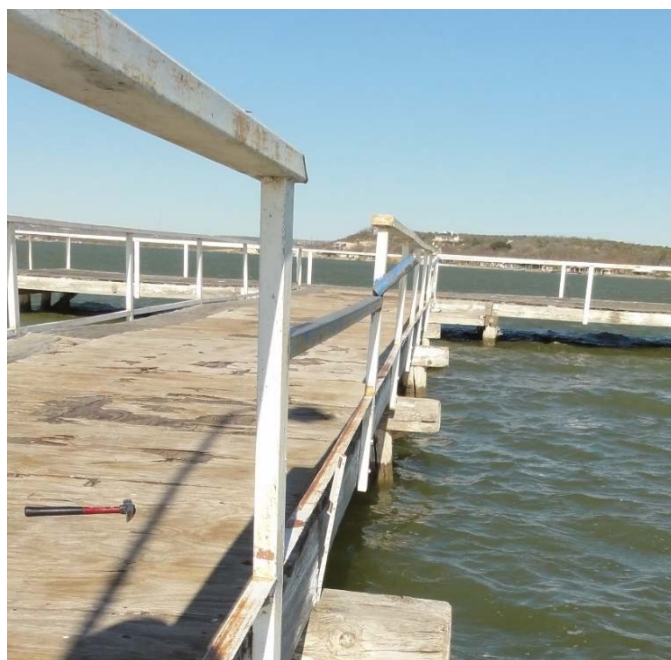


Figure 9: Substandard Railing Condition

Conclusions and Recommendations:

The structural capacity of the pier is significantly compromised. The condition of the piles and floor framing does not appear to be capable of supporting standard floor live loads. The condition of the pier is such that we do not recommend that the pier continue to be accessible to the public. In consideration of the age and condition of the structure, we recommend that the pier be completely replaced in lieu of repair.

Cost Estimate:

The estimated cost for full replacement of the pier is highly dependent on material choices and local competition. For budgeting purposes, we recommend the following range: \$260,000 to \$330,000.

We hope that you find this information useful. If you have any questions or concerns, please contact me at (817) 735-7416 or bbw@freese.com.

Sincerely,



Brad Watson, P.E.
Structural Engineer



cc: Heather Keister, P.E.

Brad Watson
Feb 4 2016 10:21 AM



Texas Registered Engineering Firm F-2144
[SAN15642] T:\2.0 STUDY\2.04 Study-Rpts\SJT Pier Letter.docx



City Council Meeting

February 16, 2016



Lake Nasworthy Pier Report

- Report on the condition of the large pier at Lake Nasworthy located at Mary E. Lee Park and give direction to staff regarding its use and disposition -- (presentation by Parks and Recreation Director, Carl White).



Lake Nasworthy Pier Report

- Pier about 60 years old
- Pier is popular with anglers
- Freese and Nichols engineers
- Assess condition and make recommendation on repairs and/or replacement
- Observations made on Jan. 21, 2016; report submitted Feb. 4, 2016





Pier at Lake Nasworthy,
Mary E. Lee Park





Distressed Pile Heads





Distressed Pile Heads





Distressed Pile Caps





Typical Sagging Floor Framing





Distressed Floor Framing





Distressed Floor Framing





Undermining at Abutment





Damaged Walking Surface





Substandard Railing Condition



Lake Nasworthy Pier Report

- Conclusions and recommendations
- Repair vs. replacement
- Cost estimates: \$260-330,000, plus removal of existing pier
- Potential to generate revenue through rentals





City Council Meeting

February 16, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

Discuss and direct staff on proposed improvements and their funding at the Sculpture Garden and Sunken Garden Park - (Presentation by Parks & Recreation Director Carl White)

Summary/History:

Staff seeks Council's direction on proposed improvements at Sunken Garden Park to improve access to the successful sculpture garden and enhance the park's quality and appearance.

The sculpture garden has been in place 4 years and has met with strong approval from the public. The sculpture competition and display at the park is adeptly managed by the San Angelo Museum of Fine Arts, assisted with private funds.

Staff has attempted to secure grant funding for improvements but has yet to secure any.

General improvements that should be made to the park include walkways, irrigation system improvement or replacement, reestablishment of turf, lighting, benches, drinking fountain, steps, bike rack, trash cans and concrete slabs for placement of art.

Financial Impact:

Costs for these improvements are estimated at \$84,085 for all improvements except a new irrigation system and \$240,085 for all improvements including a new irrigation system. Annual maintenance costs range from an additional \$10-17,000 a year, depending on the allocation of supplemental funds for watering.

Other Information/Recommendation:

Attachments:

1. Sculpture Garden Improvements Sculpture Garden Improvements Feb 16, 2016.pptx

Presentation:

Approvals/Reviews:

White, Carl

White, Carl

James, Theresa

Carriger, Tina

Created/Initiated

Approved

Approved

Approved

James, Theresa
Dunn, Becky
Kendrick, Bryan

Approved
Approved
Final Approval



City Council Meeting

February 16, 2016



Sculpture Garden Improvements

- Discuss and direct staff on proposed improvements and their funding at the Sculpture Garden and Sunken Garden Park -- (presentation by Parks and Recreation Director, Carl White).









Poor access from Visitors'
Center and river trail





Accessible and attractive
pathways needed





Accessible and attractive
pathways needed





Pads for sculptures needed



Sculpture Garden Improvements

- Efforts to create the sculpture garden led by Mr. Richard Salmon and SAMFA
- Now in its 4th year
- Entire program funded by the private sector
- Sculpture garden very popular with the public
- We have attempted to secure grant funds for improvements



Sculpture Garden Improvements

- Improvements could be made to enhance visitor experience
- Walkways, steps, connections
- Irrigation system improvements and reestablishment of turf
- Lighting, benches, drinking fountain, bike rack, sculpture pads





Sculpture Garden Improvements

- Improvements, in-house, estimated at \$84,085 (without irrigation system improvements)
- Improvements, in-house, estimated at \$240,085 (with irrigation system improvements)
- Increased annual maintenance estimated at \$10-17,000, depending on watering



Sculpture Garden Improvements

- Discuss and direct staff on proposed improvements and their funding at the Sculpture Garden and Sunken Garden Park -- (presentation by Parks and Recreation Director, Carl White).





City Council Meeting

February 16, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

First public hearing and consider introducing an ordinance amending Chapter 9, Article 9.02, Section 9.02.010 to allow for and enforce designated dog parks - (Presentation by Parks & Recreation Director Carl White)

Summary/History:

Staff seeks City Council's adoption of ordinances related to designated dog park.

In general, the proposed ordinances will allow for the City Council to designate dog parks where dogs, under supervision of a responsible person, may be unleashed. The ordinances address visitor responsibilities, general rules, dog behavior and penalties.

Specifically, the proposed ordinances are as follows:

Sec. 9.02.010 Designated Dog Parks

The following rules shall apply to all City of San Angelo Dog Parks designated by City Council.

1. *Generally.*

1. Visitors shall:
2. Obey dog park hour which are from sunrise to sunset daily unless otherwise closed for maintenance or after inclement weather events.
3. Obey all other rules that govern City of San Angelo parks.
4. Stay within the park and within the view of the dog at all times.
5. No person shall bring into an off lease area:
 1. A dangerous dog as defined by Section 822.041 of the Texas Health and Safety Code, as amended.
 2. A female dog in heat.
 3. More than two dogs at a time.
 4. A dog that is not currently registered, vaccinated, and spayed or neutered in compliance with Chapter 3 of this Code.
6. Any person who brings a dog into a designated dog park facility shall:
 1. Keep their dog(s) in the appropriate area as designated by signs.
 2. Dispose of all fecal matter in the appropriate container.
 3. Carry a visible leash at all times.
 4. Keep the dog(s) under voice control at all times.
 5. Remove any dog showing any sign of aggression towards any person or animal immediately.
 6. Remove any dog excessively barking.

1. **Prohibitions**

The following is prohibited in all fenced areas of the dog park.

1. Sick animals
2. Professional training
3. Spike or pinch collars
4. food for humans or dogs, including treats
5. Children under the age of 10
6. Children between the ages of 10 and 16 years unaccompanied by a responsible adult.
7. Children chasing or otherwise taunting or harassing dogs within the park.

1. ***Visitor Acknowledgment.***

The use of a designated dog park by any dog constitutes:

1. Implied consent of the owner, harbinger, or person having care, custody or control of the dog to comply with all conditions and regulations stated in this section or posted at the dog park site.
2. Acknowledgment that visitors are solely responsible for damage and injury caused by their dog.
3. A waiver of liability to the City by the owner, harbinger, or person having care, custody, or control of the dog and an agreement to protect, indemnify, defend and hold harmless, for any injury or damage caused by the dog during any time that the dog is in the designated dog park.

1. ***Penalty.***

A person who violates a provision of this Division shall be guilty of a misdemeanor and fined in a sum not to exceed \$500.00. Repeated violations may result in dogs and/or owners being prohibited from future use of the facility by the Director of Parks and Recreation.

Financial Impact:

There is no cost associated with adoption of these ordinances.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-------------------------------------|--|
| 1. Dog Park Ordinances Presentation | Dog Park Ordinances Feb 16, 2016.pptx |
| 2. Enacting Ordinance, Dog Park | 15-366 Enacting Ordinance dog park.docx |
| 3. Dog Park Ordinance Exhibit A | 15-366 Dog park ordinance Exhibit A First Reading.docx |

Presentation:

Approvals/Reviews:

White, Carl
White, Carl
James, Theresa
Carriger, Tina
James, Theresa
Dunn, Becky
Kendrick, Bryan

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval



City Council Meeting

February 16, 2016



Dog Park Ordinances

- First public hearing and consider introducing an ordinance amending Chapter 9, Article 9.02, Section 9.02.010 to allow for and enforce designated dog parks -- (presentation by Parks and Recreation Director, Carl White).





Dog Park Ordinances

- Generally
- Visitor Responsibilities
- Dog Behavior
- Penalty





City Council Meeting

February 16, 2016



**AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS,
AMENDING CHAPTER 9 “PARKS, LAKES AND OTHER PUBLIC
PLACES”, ARTICLE 9.02 “PARKS” OF THE CODE OF ORDINANCES
OF THE CITY OF SAN ANGELO, TEXAS BY ADDING SECTION
9.02.010 “DESIGNATED DOG PARKS”; PROVIDING FOR A PENALTY;
PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE
DATE**

WHEREAS, the San Angelo City Council approved the designation of a community dog park; and

WHEREAS, such facilities come with inherent operational and safety concerns; and

WHEREAS, the San Angelo City Council finds it necessary to enact rules to govern behavior at the dog park to enhance the safety and use of the facility.

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

SECTION 1. THAT Chapter 9 “Parks, Lakes, and Other Public Places”, Article 9.02 “Parks” is hereby amended as set out in Exhibit “A”.

SECTION 2. THAT any person, firm or corporation violating any provisions of this article shall be guilty of a misdemeanor and upon conviction shall be subject to a fine as provided for in Section 1.01.009 of this Code. Each day of such violation shall constitute a separate offense.

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

SECTION 4. THAT this Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

INTRODUCED with public hearing on the 16th day of February, 2016 and finally
PASSED, APPROVED AND ADOPTED on this the 1st day of March, 2016.

THE CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

Exhibit "A"

Amend Chapter 9 "Parks, Lakes, and Other Public Places", Article 9.02 "Parks" by adding the following:

"Sec. 9.02.010 Designated Dog Parks"

The following rules shall apply to all City of San Angelo Dog Parks designated by City Council.

A. Generally.

- (1) Visitors shall:
 - a. Obey dog park hour which are from sunrise to sunset daily unless otherwise closed for maintenance or after inclement weather events.
 - b. Obey all other rules that govern City of San Angelo parks.
 - c. Stay within the park and within the view of the dog at all times.
- (2) No person shall bring into an off lease area:
 - a. A dangerous dog as defined by Section 822.041 of the Texas Health and Safety Code, as amended.
 - b. A female dog in heat.
 - c. More than two dogs at a time.
 - d. A dog that is not currently registered, vaccinated, and spayed or neutered in compliance with Chapter 3 of this Code.
- (3) Any person who brings a dog into a designated dog park facility shall:
 - a. Keep their dog(s) in the appropriate area as designated by signs.
 - b. Dispose of all fecal matter in the appropriate container.
 - c. Carry a visible leash at all times.
 - d. Keep the dog(s) under voice control at all times.
 - e. Remove any dog showing any sign of aggression towards any person or animal immediately.
 - f. Remove any dog excessively barking.

B. Prohibitions

The following is prohibited in all fenced areas of the dog park.

- (1) Sick animals
- (2) Professional training
- (3) Spike or pinch collars
- (4) food for humans or dogs, including treats
- (5) Children under the age of 10
- (6) Children between the ages of 10 and 16 years unaccompanied by a responsible adult.
- (7) Children chasing or otherwise taunting or harassing dogs within the park.

C. Visitor Acknowledgment.

The use of a designated dog park by any dog constitutes:

- (1) Implied consent of the owner, harborer, or person having care, custody or control of the dog to comply with all conditions and regulations stated in this section or posted at the dog park site.
- (2) Acknowledgment that visitors are solely responsible for damage and injury caused by their dog.

- (3) A waiver of liability to the City by the owner, harborer, or person having care, custody, or control of the dog and an agreement to protect, indemnify, defend and hold harmless, for any injury or damage caused by the dog during any time that the dog is in the designated dog park.

D. Penalty.

A person who violates a provision of this Division shall be guilty of a misdemeanor and fined in a sum not to exceed \$500.00. Repeated violations may result in dogs and/or owners being prohibited from future use of the facility by the Director of Parks and Recreation.”

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Animal Services, 325-655-0824

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

First public hearing and consider introducing an ordinance amending Article 2.07 Boards, Committees, and Commissions; Division 18. Animal Shelter Advisory Committee of Ordinances of the City of San Angelo by replacing Division 18 of Article 2.07 of the San Angelo Code of Ordinances with new terms and conditions to include clarifying the composition of committee membership to comply with state requirements - (Presentation by Neighborhood & Family Services Director Robert Salas)

Summary/History:

During the December 18, 2015 meeting, staff advised council that the current make up of the Animal Shelter Advisory Committee (ASAC) as outlined in the current city ordinance does not conform to the state regulation governing the composition of a municipal ASAC. Council directed staff to review the current ordinance and recommend changes to Article 2.07 Boards, Committees and Commissions; Division 18. Animal Shelter Advisory Committee to ensure that the city ordinance complies with state law.

Specifically, the state requires that the composition of an ASAC must include a veterinarian, a member of an animal welfare organization, a person whose duties include the operation of a shelter, and a city/county official. The current ordinance does not include a city/county official nor a person whose duties include the operation of a shelter. The ASAC met on January 21, 2016 to review and approve recommended changes. Recommendations were approved unanimously.

Financial Impact:

Other Information/Recommendation:

Staff recommends approval of changes to Article 2.07 Boards, Committees, and Commissions; Division 18. Animal Shelter Advisory Committee to ensure the ASAC membership is state compliant.

Attachments:

- | | | |
|----|---|---|
| 1. | Exhibit "A" Recommended changes to Animal Shelter Advisory Committee ordinance. | ASAC ordinance exhibit A - recommended.pdf |
| 2. | Enacting Ordinance - Change to Animal Shelter Advisory Committee | 16-087 Enacting Ordinance Animal Services Advisory Board.docx |

Presentation:

By James Flores

Approvals/Reviews:

Salas, Bob	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

Exhibit "A"

DELETE Chapter 2 "Administrative and Personnel", Article 2.07 "Boards and Commissions", Division 18 "Animal Shelter Advisory Committee" and replace with the following:

DIVISION 18. - ANIMAL SHELTER ADVISORY COMMITTEE

Sec. 2.07.541 Committee created.

In accordance with the authority granted under Texas Health and Safety Code Chapter 823, there is hereby created the animal shelter advisory committee ("the committee").

Sec. 2.07.542 Purpose.

The committee shall perform the state law advisory committee functions contemplated in § 823.005 of the Health and Safety Code, as amended by rendering advice and assistance to the animal services manager regarding the city's compliance with the requirements of chapter 823 of the Health and Safety Code.

Sec. 2.07.543. Composition.

- (a) The committee shall consist of seven members which shall be designated as positions one through seven.
- (b) The members shall be appointed by the city council. The following membership criteria shall apply:
 - 1. Position one shall be filled by a veterinarian.
 - 2. Position two shall be filled by a municipal or county official.
 - 3. Position three shall be filled by a person whose duties include the daily operation of an "animal shelter" as that term is defined in § 823.001 of the Health and Safety Code.
 - 4. Position four shall be filled by a person who is an officer or employee of an animal welfare organization.
 - 5. Positions five through seven shall be filled by residents of the city.

Sec. 2.07.544 Terms.

- (a) The members of the committee in positions four through seven shall serve for two-year terms commencing on the first day of each even-numbered calendar year and ending on the last day of each odd-numbered calendar year, or until such time as their successors are appointed and qualified, whichever event shall occur later.
- (b) The members of the committee in positions one through three shall serve an indefinite term until a successor is duly appointed.
- (c) No member in positions four through seven shall serve more than two consecutive full terms.

Sec. 2.07.545 Removal of Members.

Members of the animal shelter advisory committee in positions four through seven may be removed for good cause by the City Council. The City Council shall appoint a suitable person to serve the remaining term of a committee member whose place becomes vacant for any reason.

Sec. 2.07.546 Officers.

At the first meeting of each calendar year, the members of the committee shall select a chairperson. The member serving in position two of the committee shall be the ex-officio secretary of the committee.

Sec. 2.07.547 Meetings

- (a) The committee shall meet from time to time at the call of the chairperson, provided that the committee shall meet not less than three times per calendar year.
- (b) All meetings of the committee shall be conducted in accordance with the Texas Open Meetings Act and Roberts Rules of Order.

Sec. 2.07.548 Quorum.

A simple majority of the appointed members of the committee shall constitute a quorum for the conduct of business.

Sec. 2.07.549 Compensation.

Members shall not be compensated for service, provided that any member who is a city employee shall continue to receive his regular compensation while serving on the committee.

Secs. 2.07.550 – 2.07.580 Reserved

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 2 “ADMINISTRATIVE AND PERSONNEL”, ARTICLE 2.07 “BOARDS AND COMMISSIONS” OF THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY DELETING AND REPLACING DIVISION 18 “ANIMAL SHELTER ADVISORY COMMITTEE”; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, upon review of the ordinance governing the Animal Shelter Advisory Committee it was determined that the current ordinance was not compliant with state law; and

WHEREAS, city staff presented changes to the ordinance to the Animal Services Advisory Committee who approved the changes; and

WHEREAS, the City Council finds it necessary to update the referenced ordinance to be compliant with the requirements of state law.

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

SECTION 1. THAT Chapter 2 “Administrative and Personnel”, Article 2.07 “Boards and Commissions”, Division 18 “Animal Services Advisory Committee” is hereby deleted and replaced as set out in Exhibit “A”.

SECTION 2. THAT the terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION. THAT this Ordinance shall take effect and be in full force and effect on the date of its passage.

INTRODUCED with public hearing on the 16th day of February, 2016 and finally **PASSED, APPROVED AND ADOPTED** on this the 1st day of March, 2016.

THE CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Julia Antilley, Purchasing Manager, Purchasing, 325-657-4220

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

Consider adopting a resolution authorizing the Texas Coalition for Affordable Power, Inc (TCAP) to act as an agent for the City of San Angelo and negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; and committing to budget for energy purchases in 2018 through 2022 and to honor the city's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP (J.Antilley)

Summary/History:

The City of San Angelo is a member of the Texas Coalition for Affordable Power, Inc (TCAP). TCAP is a non-profit, political subdivision corporation with over 170 members, which is one of the largest organizations of energy consumers in the State of Texas. TCAP, as part of its mission, monitors federal, state and local initiatives that may affect the price and availability of energy, and proactively promotes affordable energy policies which can impact municipal budgets and the ability to fund essential services.

Historically, cities have formed coalitions to represent their collective interests before utility rate regulatory agencies and courts. By forming coalitions, cities have been able to present a strong voice for consumers for over thirty years. This has served to reduce costs that cities and their residents pay for electric and gas utility services. In numerous instances, without the participation of coalitions of cities, rate increases would have gone into effect without any party scrutinizing the utility's application for rate increase. Participation in the coalition and adoption of the resolution endorsing legislative action to enhance the competitive electric market will demonstrate the mutual concern of the City of San Angelo with other city members of TCAP for reliability, quality of service, and price of electric utilities.

TCAP has three options available that vary in potential price and risk. Option 1 is a fixed price and offers stable pricing, allowing staff to more accurately budget for electricity. Option 2 is fixed price for peak hours and variable spot market prices for off-peak hours. Option 3 offers block energy at a fixed price to cover base load hours, fixed price for solar energy for mid-day peak hours and variable spot market prices for remaining consumption.

TCAP requires this resolution select one option and name a minimum of three individuals who are authorized to execute a contract on the city's behalf within 24-hours of notification of favorable pricing from TCAP.

Staff recommends selecting Option 1 because it offers low price per kWh, low risk, and the ability to better forecast/budget throughout the length of the agreement.

Staff recommends Daniel Valenzuela, Michael Dane, Tina Carriger, and Julia Antilley be named as those individuals authorized to execute a contract on the city's behalf within 24-hours notice from TCAP.

Financial Impact:

This agreement will ensure the city pays a maximum rate of \$0.041 per kWh from 2018 through 2022. This rate represents a decrease of over two cents per kWh from the existing rate, which is \$0.06372 per kWh.

Other Information/Recommendation:

Attachments:

- 1. Resolution 2016 01 13 RESOLUTION-Authorizing TCAP to negotiate an electric supply agreement for 5 years
effecti.docx

Presentation:

Julia Antilley

Approvals/Reviews:

Antilley, Julia	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING DANIEL VALENZUELA or MICHAEL DANE or TINA CARRIGER or JULIA ANTILLEY TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP

1. **WHEREAS**, the City of San Angelo, Texas (City) is a member of Texas Coalition For Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation dedicated to securing electric power for its more than 170 members in the competitive retail market; and

2. **WHEREAS**, TCAP has unique rights under Texas law to negotiate directly in the wholesale market and arrange separate contracts for power supply and retail services which provides TCAP leverage to achieve contract provisions that single city negotiations with a Retail Electric Provider (REP) would be unlikely to produce; and

3. **WHEREAS**, TCAP's geographic diversity across all four ERCOT zones produces an aggregated peak load that is lower than the total of individual peak loads of the individual TCAP members, allowing price benefits in the wholesale market that are not likely to be available to any given TCAP member alone; and

4. **WHEREAS**, TCAP and its predecessor organizations, Cities Aggregation Power Project, Inc. (CAPP) and South Texas Aggregation Project, Inc. (STAP), negotiated favorable

contract terms that resulted in rebates from the wholesale supplier and reasonable commodity prices for delivered electricity since 2002 resulting in stable budgets for electricity for members; and

5. **WHEREAS**, commodity prices for electricity experienced significant volatility between 2002 and 2009, with prices ranging from 4 cents to over 13 cents per kWh, causing CAPP and STAP members to welcome a five year contractual commitment that came close to cutting the 2008 prices in half, with that contract being extended until December 31, 2017, with a negotiated price reduction of about 1 cent per kWh; and

6. **WHEREAS**, TCAP has become a forceful voice for consumer protections and market reform to benefit the public and well as cities and other political subdivisions; and

7. **WHEREAS**, TCAP is owned by its members and distributes monetary and other resources according to relative load size of members and is controlled by a 15 member Board of Directors, all of whom must be city employees of members who represent diversity in size and geography; and

8. **WHEREAS**, wholesale power prices within the deregulated Texas market are largely determined by the NYMEX gas futures prices for natural gas which are currently low and relatively stable, but which change daily; and

9. **WHEREAS**, daily price changes require retail customers to execute a contract immediately upon receipt of a favorable offer; and

10. **WHEREAS**, pursuant to Texas Local Government Code Section 252.022(a)(15) expenditures for electricity are exempt from competitive bidding requirements; and

11. **WHEREAS**, on any given day, TCAP is able to capture a favorable wholesale price for any period of time, comparable to or better than any given REP or broker; and

12. **WHEREAS**, TCAP intends to continue to contract with its current wholesale supplier, NextEra, because the relationship with NextEra is such that NextEra is willing, after it knows the size of a given load, to execute a contract at or below prescribed price and terms; and

13. **WHEREAS**, the City desires to execute a contract for electricity for the period beyond the expiration of its current contract on December 31, 2017, that locks-in favorable wholesale prices under one of three different supply options:

Option 1 - fixed-price, full-requirements at a price not to exceed 4.1 cents per kWh for the North and West zones or 4.25 cents per kWh for the South and Houston zones;

Option 2 - fixed price for on-peak hours and variable spot market prices for off-peak hours;

Option 3 - block energy at a fixed price to cover the base load hours, a fixed price for solar energy to cover mid-day peak hours (approximately 10% of total load) and variable spot market prices for all remaining consumption; and

14. **WHEREAS**, TCAP will allow members six weeks from receipt of this resolution to consider whether to participate in this second opportunity to contract for post-2017 electrical supply, and thereafter allow NextEra until June 30, 2016 to contact for power for five years at a price not to exceed 4.1 cents per kWh in the North and West zones and a price not to exceed 4.25 cents per kWh in the South and Houston zones for Option 1 , so long as the aggregated load for any of the three supply options reaches at least 50 megawatts; and

15. **WHEREAS**, wholesale suppliers demand assurance that TCAP will pay for all contracted load; and

16. **WHEREAS**, the City needs to assure TCAP that it will sign a Commercial Electric Supply Agreement (CESA) reflecting the contract extension and budget for energy

purchases for the post-2017 period and honor its commitment to purchase power for its electrical needs for 2018 through 2022 through TCAP,

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

Section 1:

That the TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City's electricity needs as a member of TCAP for the period 2018 through 2022 at a price not to exceed 4.1 cents per kWh for the North and West zones and a price not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1;

Section 2:

The City prefers to participate in supply Option 1 with the following understanding: a) while supply Option 1 is a full-requirements, fixed-price option, Options 2 (fixed price on-peak, variable spot prices for off-peak usage) and 3 (fixed price for base load, fixed price for a portion of peak load, and variable spot market for remainder) have variable price components and savings over Option 1 cannot be guaranteed, and b) if there is insufficient desire among members to achieve a 50 MW threshold for either Option 2 or 3, the member selecting the inadequately subscribed option will be placed in the Option 1 category. If no option is selected, TCAP will assume that a passed Resolution approves of Option 1.

Section 3:

Assuming this resolution is passed before February 25, 2016 and the combined load of TCAP members passing this resolution exceeds 50 megawatts for the preferred Option and NextEra is able to provide TCAP an opportunity prior to June 30, 2016 to contract for power to be delivered to members at a price not to exceed 4.1 cents per kWh for the North and West zones and not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1 for the period January 1, 2018 through December 31, 2022, any one of the following individuals is hereby authorized to sign an electric supply agreement for the City within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors: DANIEL VALENZUELA or MICHAEL DANE or TINA CARRIGER or JULIA ANTILLEY.

Section 4:

That the City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

Section 5:

That a copy of this resolution shall be sent to Jay Doegey, Executive Director, TCAP, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001 and Geoffrey M. Gay, legal counsel to TCAP at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PRESENTED AND PASSED on this the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of San Angelo, Texas.

Mayor

ATTEST:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: February 16, 2016

Item type: Regular Item

Caption:

Discussion and possible action regarding policies and/or ordinance related to registered sex offenders in the City of San Angelo - (Presentation by Police Chief Tim Vasquez)

Summary/History:

Chief Vasquez will provide updated information on this ordinance.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

Presentation:

Chief Tim Vasquez

Approvals/Reviews:

Jansa, Ryan	Created/Initiated
Vasquez, Tim	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 16, 2016

Item type: Executive Session Item

Caption:

Section 551.072 deliberate the purchase, exchange, lease, or value of real property related to:

1. Lease of 36 W. Twohig, commonly known as the Spur Parking Garage
2. Joseph Fenner Survey No. 1, Abstract No. 4985

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Preas, Cynthia
James, Theresa
Carriger, Tina
James, Theresa
Dunn, Becky
Kendrick, Bryan

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval



**APPLICATION FOR
BOARDS and COMMISSIONS**

Name: RAUL F. LOPEZ
Address: 5221 N. BENTWOOD Dr.
City: San Angelo (unless otherwise noted) Zip: 76904
Phone (Home): 325-942-1608 (Office): —
Resident of San Angelo since: 1989 SMD: —
Are you a registered voter of San Angelo? Yes: X No: —
Occupation / Business Affiliation: RETIRED
Occupation / Business Address: —
Position: —
Email: LOPER001@YAHOO.COM

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X Raul Lopez 27 JAN 2016
Applicant's Signature Date

NOTE: This application is information of public record.* Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

RETURN TO: City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76903

- ☐ Airport Advisory Board
- ☐ Animal Shelter Adv Cmm*
- ☐ Civic Events Adv Board
- ☒ Civil Service Commission
- ☐ Construction Board of Adj/Appls*
- ☐ Design & Historic Review Cmm*
- ☐ Development Corporation
- ☐ Downtown Development Cmm*
- ☐ Fort Concho Museum Board
- ☐ Park Commission
- ☐ Parks & Recreation Adv Board
- ☐ Planning Commission
- ☐ Public Art Commission*
- ☐ Public Housing Authority
- ☐ Tax Incrmt Reinvsmt Zone Board*
- ☐ Water Advisory Board*
- ☐ Zoning Board of Adjustment

*specific membership criteria requirements apply-See back page for more information

Recommended by:

SEE ATTACH Tell us about yourself. Feel free to attach additional sheets, if necessary.

Based on you board selection, do you meet the membership criteria*? Yes No If so, which criteria: —
(see back page for board criteria)

1. Education and/or Professional Licenses: —
2. Current Municipal and Civic Organization Memberships (Positions & Dates): —
3. Previous Municipal Experience (Positions, Dates, Where): —
4. What personal qualifications can you bring to this board? —
5. What is your personal vision for the City? —
6. Why do you want to serve on this board? —

Anything else you would like for us to know? —

*The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 657-4405.

For Office Use Only:

Raul Lopez
Attachment

1. BS degree in Education--Pan American University, MS degree in Executive Development in Public Services--Ball State University. Teaching Certificate--Texas.
2. Board of Directors/Supervisory Committee--1st Community Federal Credit Union(12 years), Board of Directors--Rio Concho Inc(2 years), Board of Directors--Mens Golf Association Bentwood(2 years), Military Officers of America Association-member(11 years). Civil Service Commission--San Angelo. *(7 terms)*
3. N/A
4. My training in education and testing helps me be more effective on this commission. Additionally, my experience in overseeing civil servants while in the military is also beneficial.
5. This is an outstanding city that should continue to grow economically and in population. Yet, the city should be able to hold on to it values and character in it's growth.
6. I would like to continue to serve on the commission because I believe in volunteering. I think volunteerism is vital to a community. Presently, my schedule allows me to give back a little something to this community.