



City Council Agenda 05/03/2016

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on May 3, 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. "Simply Texas Blues Festival Day" May 14, 2016, to be accepted by San Angelo Blues Society President Clay Hubbard
- b. Recognition of "El Charro Diaz"
- c. "Police Week" May 15-21, 2016, and "Peace Officers Memorial Day" May 15, 2016 to be accepted by Police Chief Tim Vasquez
- d. "San Angelo Pan American Golf Association Day" May 14, 2016 to be received by San Angelo Pan American Golf Association President Victor Gutierrez
- e. "Mental Health Awareness Month" May 2016, to be received by Dusty McCoy, West Texas Counseling & Guidance Executive Director, Tiffany Talley, West Texas Counseling & Guidance Director of Development and Community Relations, and Greg Rowe, MHMR Services for the Concho Valley Executive Director
- f. "Historic Preservation Month" May 2016 to be accepted by Del Velasquez, Executive Director of Downtown San Angelo

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:
 1. April 19, 2016 City Council regular meeting minutes; and
 2. April 19, 2016 City Council special joint meeting with City of San Angelo Development Corporation (B.Kendrick)

- b. Consider a resolution finding that AEP Texas North Company's application for approval of a Distribution Cost Recovery Factor to increase distribution rates in the amount of \$16,414,394 within the City should be denied; and finding that the City's reasonable rate case expenses shall be reimbursed by the Company (T. James)
- c. Consider approving Change Order No. 1. to the Fire and Security Equipment and Service Agreement between Ener-Tel Services, Inc. and the City of San Angelo to provide for the repair/replacement of the fire alarm and sprinkler systems and all associated work at 8193 Hangar Rd. in the amount of \$235,560 (L.Elguetzabal)
- d. Consider approving a Memorandum of Agreement with Goodfellow Air Force Base (GAFB) for the exchange of services and authorizing City Manager to execute all related documents (B. Dunn)
- e. Consider adopting a resolution 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 or Tax Warrant:

1415 N. Magdalen, Acct #24-44100-0000-002-00; Cause No. A-14-0041-TAX;\$16,353
822 Antonio; Acct #02-11900-001-005-00; Cause No D-10-0076-TAX; \$3000 - (C. Preas)
- f. Consideration of accepting an Interlocal Agreement with the City of Fredericksburg, Texas for the occasional, temporary use of an asphalt milling machine owned by the City of San Angelo (S.Kelton)
- g. Second reading and consideration of adopting an Ordinance approving a request for Case Z16-01 from Jared Matlock to authorize a Rezoning from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District, on 0.14 acres generally located along the south side of West First Street, across from Farr Street (J. James)
- h. Second reading and consideration of adopting an Ordinance approving a request for Case Z16-02 from Bryan Burger to authorize a Rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, on 1.30 acres generally located at the corner of Knickerbocker Road and South Jackson Street (J. James)
- i. Second reading and consideration of adopting an ordinance amending the 2015-2016 budget for a capital project - (Presentation by Budget Manager Morgan Chegwidden)

6. Regular Agenda

- a. Presentation of report from the Chamber of Commerce Economic Development Council and the Convention & Visitors Bureau (CVB) - (Presentation by CVB Vice President Pamela Miller and Chamber Vice President for Economic Development Michael Looney)
- b. Update on issuance of Certificates of Obligation and Series 2008 and Series 2009 Refunding Bonds - (Presentation by Finance Director Tina Carriger and Vince Viaille, Specialized Public Finance, Inc.)

- c. Consider adoption of a resolution authorizing application for financial assistance from the Texas Water Development Board for water and sewer system improvements; and making certain findings in connection therewith (Presentation by Water Utilities Director Bill Riley)
- d. First Reading and Public Hearing on an ordinance amending Chapter 2, "Administration and Personnel", Article 2.07, "Boards, Committees, and Commissions", Division 10, "Tax Increment Reinvestment Zone Board", and removing Chapter 2, "Administration and Personnel", Article 2.07, "Boards, Committees, and Commissions", Division 11, "Downtown Development Commission" - (Presentation by Planning & Development Services Director Jon James)
- e. Discussion and consideration of amendments to the bylaws for the Tax Increment Reinvestment Zone Board - (Presentation by Planning & Development Services Director Jon James)
- f. Presentation on the Wayfinding Master Plan and direction from Council- (Presentation by Planning & Development Services Director Jon James)
- g. Second public hearing and consideration of ordinances amending Appendix A fee schedule and chapter 11 of the code of ordinances:
Amending article A6.000 "Park Use Fees" (Real Estate/Finance);
Amending article A1.000 "Animal Control Services Fees";
Amending article 11.05 "Water Conservation and Drought Contingency Plan" and article A.8000 "Utility Related Fees"; and
Amending article A.8000 "Utility Related Fees" and chapter 11 "Utilities", article 11.02 "water and sewer service" - (Presentation by Budget Manager Morgan Chegwidan)
- h. Consider adopting a resolution enacting standard water conservation level of the City's Water Conservation / Drought Contingency Plan (Presentation by Water Utilities Assistant Director Allison Strube)

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. Denise Kendall V COSA ZBA 16C070-L2 (3221 RED BLUFF ROAD)
- b. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding the contract with the Health Foundation

- c. Section 551.072 Deliberations about Real Property regarding a future Police Administration Building

8. Follow Up and Administrative Issues

- a. Consider possible action on matters discussed in Executive/Closed Session, if needed
- b. 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 27th day of April 2016, at 4:15 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 San Angelo Blues Society festival had its modest beginning in 2009 and has progressed in size from a couple of hundred visitors to a crowd of over 10,000 guest in 2013

The San Angelo Blues Society presents the 8th Annual “Simply Texas Blues Festival” to further its’ mission of preserving and promoting the Blues as a historically relevant art form, education of the public, promoting our musicians and venues and San Angelo, Texas as a blues music oasis

The day long May festival serves several purposes within that mission, namely, a competition to select a band and solo/duo act to represent San Angelo at the yearly International Blues Challenge on Memphis’ famous Beale Street, a fundraiser for the society’s scholarships to local colleges and a free and family friendly concert in historic downtown San Angelo

The festival has brought state wide and national recognition to San Angelo and its’ music scene; acts have performed from as far away as Alaska and Canada as well as our wonderful local musicians – our headliner acts now feature nationally and internationally known as Blues artists

Our monetary support is awarded to deserving scholars at local colleges reaching over \$38, 000 and counting

Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim May 14, 2016 as

“Simply Texas Blues Festival Day”

And urge all citizens to support this committed effort. Together, we can work toward a brighter future for our great city

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 3rd day of May, 2016.

Dwain Morrison
Mayor of the City of San Angelo

Recognition

Mr. Emilio Diaz Hernandez, artistically known as “El Charro Diaz” began his singing career in 1950 at the XEBX radio station, where the manager quickly gave him the name “El Charro Diaz”. For the next several years Mr. Diaz traveled around Mexico performing his songs.

In 1963, El Charro Diaz immigrated to the United States, spending time performing in San Angelo eventually traveling to San Antonio in 1968 to record his first album.

In 1973, El Charro Diaz returned to San Angelo, where he worked as a radio announcer at KSJT.

At the end of this year El Charro Diaz has decided to retire, His career has spanned 66 years, winning 12 awards and he has been a staple in the San Angelo Stock Show and Rodeo Parade.

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

“El Charro Diaz”

for his 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 3rd day of May, 2016.

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

In 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week.

This week is dedicated to pay tribute to those officers who have died in the line of duty and the San Angelo Police Department will have a number of planned events to honor those who have made the ultimate sacrifice.

The members of the law enforcement agencies of San Angelo and Tom Green County unceasingly provide vital public services and play an essential role in safeguarding the rights and freedoms of the citizens of San Angelo and Tom Green County.

It is important all citizens know and understand the problems, duties, and responsibilities of their law enforcement agencies, and that members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation.

Now, Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim May 15 through May 21, 2016, as

“POLICE WEEK”

and call upon all citizens and organizations of San Angelo to observe this memorial occasion with appropriate ceremonies in which all of our people may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities.

I FURTHER call upon all citizens of San Angelo to observe May 15, 2016, as

“PEACE OFFICERS MEMORIAL DAY”

in honor of those Peace Officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

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 3rd day of May 2016.

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

The City of San Angelo welcomes the Pan-American Golf Association

The National Pan-American Golf Association has been in existence since 1966. the National PAGA is established in 9 states with 43 Chapters and a membership of over 2600

The San Angelo Chapter of the Pan-American Golf Association consists of 160 members. The chapter's goals are to promote education by raising money for scholarships, promote golf and junior golf through tournaments and promote community involvement by volunteering.

The San Angelo Chapter of the Pan- American Golf Association will be hosting the Scholarship Tournament in San Angelo, Texas on May 14, 2016.

This event marks the 50th Anniversary of the San Angelo Pan-American Golf Association. This celebration encompasses local efforts to raise money for our scholarship fund. These funds will be used to provide scholarships to graduating seniors in the San Angelo community.

In the last 7 years, the San Angelo Pan-American Golf Association has awarded over \$81, 000 in scholarships. The goal this year is to give out \$1000 scholarship to 25 graduating seniors.

Over 160 golfers will participate in this year's scholarship tournament. All the money raised at this tournament goes to supporting our local youth with College Scholarships.

Now, Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim May 14th as

“San Angelo Pan American Golf Association Day”

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 3rd day of May, 2016

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

Mental health is essential to everyone's overall health and well-being

All Americans experience times of difficulty and stress in their lives

Prevention is an effective way to reduce the burden of mental health conditions

There is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

Mental health conditions are real and prevalent in our nation

With effective treatment, those individuals with mental health conditions can recover and lead full, productive lives

Each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim the month of May 2016 as

“MENTAL HEALTH AWARENESS MONTH”

in San Angelo and Tom Green County. As the Mayor of San Angelo, I also call upon the citizens, government agencies, public and private institutions, businesses and schools in San Angelo and Tom Green County to recommit our community to increasing awareness and understanding of mental illnesses, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 3rd day of May, 2016.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

Proclamation

The month of May is National Historic preservation Month

*The National Trust for Historic Preservation established this year theme
"Preservation in the United States: 50 Years On"*

*Downtown San Angelo, Inc. has been a vital organization promoting the
preservation of history, culture and buildings in Historic Downtown San Angelo,
Texas*

*The City of San Angelo has supported the efforts of Downtown San Angelo, has
supported the efforts of Downtown San Angelo, Inc. in its endeavors which have
fostered economic development, preserved its history through promotional
activities and preserved the integrity of its historic structures and architectural
integrity.*

*Downtown San Angelo, Inc. has been an intergral partner with the City of San
Angelo in advocating tourism in the central business district*

*Downtown San Angelo, Inc. has received 2016 National Main Street accreditation
for the eight year in a row a mark of success of this communities commitment to
Preservation*

*Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf
of the City Council, do hereby proclaim the month of May 2016 as*

"Historic Preservation Month"

In San Angelo, Texas,

*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 3rd day of May, 2016.*

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, April 19, 2016

Present:

Mayor Dwain Morrison
Council Member Rodney Fleming
Council Member Marty Self
Council Member Johnny Silvas
Council Member Lucy Gonzales
Council Member Elizabeth Grindstaff

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 8:31 a.m. on Tuesday, April 19, 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 Dr. Don Jackson, Pastor of Parkside Community Foursquare Church; and the pledges were led by Tammy Fluitt's 3rd Grade Class from Fort Concho Elementary.

3. Proclamations/Recognitions

"Save Safety City" April 9th, 2016, was received Mrs. Fluitt's Third Grade Class at Ft. Concho Elementary

"Lemonade Day" May 7th, was received by Boomer Kingston Operations Manager & Program/Music Director for KGKL

"Public Safety Telecommunicators Week" April 10-16, was received by Lieutenant Les Bird Assistant Police Chief Jeff Fant

Recognition of the Public Information Office's two Gold Awards at the 2016 local ADDY Awards, including a Best of Show for #ThisPlaceMatters was received by Public Information Officer Anthony Wilson and Multimedia Coordinator Brian Groves

Recognition of The Concho Valley Home for Girls/Children's Emergency Shelter was received by Sammye Ruppeck, Executive Director, Concho Valley Home for Girls/Children's Emergency Shelter; Ricky Rogers and Randy Blackwood Festival Organizers and members of Concho Grass Bluegrass Band

4. Note: At 12:00 p.m. a recess will be taken to allow for a Special Joint Meeting with City of San Angelo Development Corporation

5. Public Comment

R.A. Cantrell requested a poll of citizens to be taken on the possibility of changing of bulk trash pickup to the Alley. Citizen Harry Thomas invited the citizens of Single Member District Three to attend two upcoming town hall meetings. Public Information Officer Anthony Wilson noted the City's Channel was now broadcasting in high definition. City Clerk Bryan Kendrick noted that early voting for the May 7th General Election would begin on April 25th.

6. Consent Agenda

- a. Approval of the April 5, 2016 City Council regular meeting minutes
- b. Approval of adopting a resolution authorizing applicant, San Angelo Chamber of Commerce, to hold a special event at Lake Nasworthy, known as, "Craig Partusch Memorial Showdown in San Angelo," permitting specified activities; imposing requirements on applicant; and granting variances relating to rules and regulations of Lake Nasworthy and park ordinances
- c. Approval of authorizing staff to negotiate an agreement, with Ronald R. Wagner & Co., L.P. for sealcoat services per Request for Sealed Competitive Proposal (RFSCP): ES-01-16 / 2016 Annual Sealcoat Project in an amount not to exceed \$3,600,000 and authorizing the City Manager to execute an agreement between the City of San Angelo and Ronald R. Wagner & Co., L.P.
- d. Approval of adopting a resolution authorizing applicant, Simply Texas Blues Festival Committee, to hold a special event downtown, known as, "Simply Texas Blues Festival," permitting specified activities; imposing requirements on applicant; and granting variances relating to rules and regulations of ordinances
- e. Second reading and adoption of an ordinance amending the 2015-2016 budget for grants and capital projects

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

City Engineer Russell Pehl presented background information on item 6c.

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

7. Regular Agenda

- a. Annual update and discussion of the City's Wellness Program - (A presentation was made by Human Resources Director Lisa Marley and Wellness Coordinator Janet Charlesworth)

No action was taken on this item.

Recess: at 9:44 a.m. Mayor Morrison called for a recess

Reconvene: at 10:00 a.m. the meeting was called back to order.

- b. Update on a portion of Bart DeWitt Park associated with the Eggemeyer lease to create an historical agricultural museum, now under a new non-profit organization, the Farm and Ranch Museum and discussion of terms for a new lease - (A presentation was made by Parks and Recreation Director Carl White, San Angelo Museum of Fine Arts Executive Director Howard Taylor and board members John Hemphill, Raul Ruiz and Eric Eggemeyer)

No action was taken on this item.

- c. Consider adopting a resolution approving a Memorandum of Understanding with the Bureau of Reclamation and Texas Parks and Wildlife Department for the creation and management of public hunting lands at the Twin Buttes Reservoir - (A presentation was made by Parks and Recreation Director Carl White and Game Warden Jason Huebner)

Citizen Lloyd Davidson and Dennis Sonnenberg expressed concerns regarding possible over-regulation of citizens.

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

d. Approval of second public hearing and adoption of ordinances amending Appendix A fee schedule of the code of ordinances:

- Creating article A14.000 facility use fees, section A14.001 airport conference room;
- Deleting and replacing article A11.000 fire and rescue service fees;
- Deleting and replacing article A12.000 fire safety inspection fees;
- Amending article A9.000 planning related fees; and
- Deleting and replacing article A2.000 building and construction related fees

(A presentation was made by Budget Manager Morgan Chegwidden)

Mayor Morrison expressed concerns on the amounts of increase for these fees.

Council Members Grindstaff, Fleming, and Silvas noted that moving fees to cover the cost of service reduces the amount of subsidy that comes from tax dollars to provide these services. Citizen Bill Ware expressed concerns over raising fees.

Citizen Jim Turner spoke about the philosophical issues related to taxes and user fees.

Motion: Council Member Fleming made a motion, seconded by Council Member Grindstaff, to adopt the ordinances. The motion carried (5) ayes to (1) nays, with Mayor Morrison casting the dissenting vote.

e. Approval of first public hearing and consideration of ordinances amending Appendix A fee schedule and chapter 11 of the code of ordinances:

- Amending article A6.000 "Park Use Fees" (Real Estate/Finance);
- Amending article A1.000 "Animal Control Services Fees";
- Amending article 11.05 "Water Conservation and Drought Contingency Plan" and article A.8000 "Utility Related Fees"; and
- Amending article A.8000 "Utility Related Fees" and chapter 11 "Utilities", article 11.02 "water and sewer service"

(A presentation was made by Budget Manager Morgan Chegwidden)

Motion: Council Member Fleming made a motion, seconded by Council Member Grindstaff, to approve the first reading, with the fees at the estimated cost of service, with the exception of the Animal Services related fees and the late fees on the leases, which would be changed to the proposed fee. The motion carried (5) ayes to (1) nays, with Mayor Morrison casting the dissenting vote.

f. Postponement of First Reading and Public Hearing on an ordinance amending Chapter 2, "Administration and Personnel", Article 2.07, "Boards, Committees, and Commissions", Division 10, "Tax Increment Reinvestment Zone Board", and removing Chapter 2, "Administration and Personnel", Article 2.07, "Boards, Committees, and Commissions", Division 11, "Downtown Development Commission"

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

g. Postponement of discussion and consideration of amendments to the bylaws for the Tax Increment Reinvestment Zone Board

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

h. Approval of First Reading and Public Hearing for Case Z16-01, an Ordinance approving a request from Jared Matlock to authorize a Rezoning from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District, on 0.14 acres generally located

along the south side of West First Street, across from Farr Street - (A presentation was made by Planning & Development Services Director Jon James)

Motion: Council Member Silvas made a motion, seconded by Council Member Self, to approve the first reading, as presented. The motion carried unanimously (6) ayes to (0) nays.

- i. Approval of First Reading and Public Hearing for Case Z16-02, an Ordinance approving a request from Bryan Burger to authorize a Rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, on 1.30 acres generally located at the corner of Knickerbocker Road and South Jackson Street - (A presentation was made by Planning & Development Services Director Jon James)

Motion: Council Member Grindstaff made a motion, seconded by Council Member Fleming, to approve the first reading, as presented. The motion carried unanimously (6) ayes to (0) nays.

- j. Consider adopting a resolution approving a Memorandum of Understanding (MOU) with the San Angelo Performing Arts Coalition (SAPAC) modifying an existing MOU describing fiscal responsibilities relating to the Renovation of the Auditorium and the approval of a Change Order to the Lee Lewis Construction contract for selected alternates and construction allowance totaling \$593,916 and authorization to execute any related documents - (A presentation was made by Assistant City Manager Rick Weise and Construction Manager David Knapp)

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

Recess: at time 12:00 p.m.. Mayor Morrison called for a recess

Reconvene: at time 1:27 p.m. the meeting was called back to order.

- k. Consider adopting a resolution authorizing the Public Works Department to adopt and implement the Construction Details and Approved Materials List for Water and Sewer in order to ensure reliable and consistent development of the municipal water distribution and sanitary sewer systems infrastructure for San Angelo - (A presentation by City Engineer Russell Pehl)

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

- l. First public hearing and introduction of an ordinance amending the 2015-2016 budget for a capital project - (A presentation was made by Budget Manager Morgan Chegwiddden)

Motion: Council Member Silvas made a motion, seconded by Council Member Fleming, to approve the first reading, as presented. The motion carried unanimously (6) ayes to (0) nays.

- m. Discussion and consideration of the possibility of issuing rebates of water fees - (A presentation was made by Budget Manager Morgan Chegwiddden)

Motion: Council Member Grindstaff made a motion, seconded by Council Member Fleming, to accept staff's recommendation of no action at this time. The motion carried unanimously (6) ayes to (0) nays.

8. Closed Session

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

- a. Section 551.071(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. Denise Kendall V COSA ZBA 16C070-L2 (3221 RED BLUFF ROAD)

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

- b. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding the contract with the Health Foundation

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

9. Follow Up and Administrative Issues

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

No action was taken, no executive session was held.

- b. Consider approving various Board nominations:

COSADC: Todd Kolls (Mayor) to an unexpired term ending February 2017

Fort Concho Board Jason Pierce (SMD1) to an unexpired term ending January 2018

Zoning Board of Adjustment: Jean Cornell (SMD6) to an unexpired term ending January 2018

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

- c. Announcements and consideration of Future Agenda Items

Council Member Grindstaff asked for Water Conservation Incentives to be presented at a future meeting.

10. Adjournment

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

There being no further business, the meeting was adjourned at 1:37 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.)

City of San Angelo, Texas
Special Joint Meeting of the City Council of City of San Angelo
and the City of San Angelo Development Corporation
Tuesday, April 19, 2016

Present:

Mayor Dwain Morrison
Council Member Rodney Fleming
Council Member Marty Self
Council Member Johnny Silvas
Council Member Lucy Gonzales
Council Member Elizabeth Grindstaff
Council Member Charlotte Farmer

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the special joint meeting of the City Council of City of San Angelo and City of San Angelo Development Corporation to order at 12:12 p.m. on Tuesday, April 19, 2016, in the San Angelo McNease Convention Center, 2nd Floor Suite A, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. 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 section:

- 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 Martifer-Hirschfeld Energy Systems, LLC ET. AL.

3. Adjournment

Motion: Council Member Johnny Silvas made a motion, seconded by Council Member Elizabeth Grindstaff, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays.

There being no further business, the meeting was adjourned at 1:32 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: Theresa James, City Attorney, Legal, X1413

Meeting Date: May 3, 2016

Item type: Consent Item

Caption:

Consider a resolution finding that AEP Texas North Company's application for approval of a Distribution Cost Recovery Factor to increase distribution rates in the amount of \$16,414,394 within the City should be denied; and finding that the City's reasonable rate case expenses shall be reimbursed by the Company (T. James)

Summary/History:

The City is an electric utility customer of AEP Texas North Company ("TNC" or "Company"), and a regulatory authority with an interest in the rates and charges of TNC. The City is a member of the Cities Served by TNC ("Steering Committee"), a membership of similarly situated cities served by TNC that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNC's service area.

On April 6, 2016 TNC filed with the City an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 45788, seeking to increase electric distribution rates by \$16,414,394.

The resolution authorizes Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes the Steering Committee to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

All electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted. The Steering Committee's members and attorneys recommend that members deny the DCRF.

Financial Impact:

None at this time. Legal services are provided through our agreement with TCAP.

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------------|--|
| 1. | Denial Resolution 2016 TNC | 16-361 Denial Resolution - 2016 TNC DCRF (Final).doc |
|----|----------------------------|--|

Presentation:

Approvals/Reviews:

Theresa James
Tina Carriger

Created/Initiated
Approved

Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval

**A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS
FINDING THAT AEP TEXAS NORTH COMPANY'S
APPLICATION FOR APPROVAL OF A DISTRIBUTION
COST RECOVERY FACTOR TO INCREASE
DISTRIBUTION RATES WITHIN THE CITY SHOULD BE
DENIED; FINDING THAT THE CITY'S REASONABLE
RATE CASE EXPENSES SHALL BE REIMBURSED BY
THE COMPANY; FINDING THAT THE MEETING AT
WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE
PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE
OF THIS RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL.**

WHEREAS, the City of San Angelo, Texas ("City") is an electric utility customer of AEP Texas North Company ("TNC" or "Company"), and a regulatory authority with an interest in the rates and charges of TNC; and

WHEREAS, the City is a member of the Cities Served by AEP TNC ("Steering Committee"), a membership of similarly situated cities served by TNC that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNC's service area; and

WHEREAS, on or about April 6, 2016 TNC filed with the City an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 45788, seeking to increase electric distribution rates by \$16,414,394; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, the Steering Committee is coordinating its review of TNC's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate in the Steering Committee in PUC Docket No. 45788.

Section 2. That subject to the right to terminate employment at any time, the City of San Angelo hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by TNC to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by TNC within 30 days of presentation of an invoice to TNC.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Jay Tounge, American Electric Power Service Corporation, 1201 Elm Street, Suite 800, Dallas, Texas 75270 and to Thomas Brocato, General Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this _____ day of _____, 2016.

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Secretary

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Mitch Sprunger, Airport Operations Manager, Airport, 325-659-6409

Meeting Date: May 3, 2016

Item type: Consent Item

Caption:

Consider approving Change Order No. 1. to the Fire and Security Equipment and Service Agreement between Ener-Tel Services, Inc. and the City of San Angelo to provide for the repair/replacement of the fire alarm and sprinkler systems and all associated work at 8193 Hangar Rd. in the amount of \$235,560 (L.Elguetzabal)

Summary/History:

City Council on February 16, 2016 approved an agenda item between the City of San Angelo Development Corporation and Ranger Aviation Enterprises, Inc. ("RAE"). The item authorized the negotiation and execution of an Economic Development Performance Agreement in the amount up to \$240,000 for the design, acquisition and installation of a code compliant fire suppression and alarm system at 8193 Hangar Rd.

The City of San Angelo and Ener-Tel Services, Inc. have a Fire and Security Equipment and Service Agreement which includes sprinkler/fire suppression system repairs.

Financial Impact:

The cost of Change Order No. 1 is \$235,560.00. Funds have been approved and appropriated to the Airport budget.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | Change Order No. 1 | Change Order 1.pdf |
| 2. | Fire and Security Equipment and Service Agreement | Fire and Security Equipment and Service Agreement.pdf |
| 3. | COSADC - Ranger Aviation Inc. Contract (Council approved February 16, 2016) | COSADC - Ranger Aviation Contract.pdf |

Presentation:

Approvals/Reviews:

Mitch Sprunger
Luis Elguetzabal
Theresa James

Created/Initiated
Approved
Approved

Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval



CHANGE ORDER No. 1.

Date: April 13, 2016

RFQ NO.: CFM-07-15

Contractor: ENER-TEL SERVICES, INC.
4512 Adobe Drive
San Angelo, Texas 76903
Attention: Brenda Gill, Vice President
(325) 658-8375

Effective Date of Original Contract: November 12, 2015

Original Contract Price: Rates and pricing set forth on Exhibit "B" to Original Contract.

Purpose of Change Order: To provide for the repair/replacement of the fire alarm and sprinkler systems for the City of San Angelo Regional Airport—Mathis Field, located at the hangar building, 8193 Hangar Road (hereinafter Hangar), more particularly described in that certain Airport Property Lease and License Agreement by and between the City of San Angelo and RANGER AVIATION ENTERPRISES, INC., with a term commencing March 1, 2016. The scope of work to be performed is more particularly set forth in Contractor's proposal dated January 22, 2016, attached hereto as **Exhibit "A"**, and made a part hereof for all purposes.

Change Order Revisions to Original Contract, Including Price Adjustment and Performance Term:

- A. Revise Scope of Services as set forth at Section 4 and Exhibit "A" of the Original Contract to provide for the work and services described under the foregoing Purpose of Change Order set forth above (hereinafter the "Work").
- B. To provide for a flat fee of \$235,560.00, not including sales tax if any, to complete the Work. Contractor shall provide all labor and furnish all material and equipment necessary for completing the Work.
- C. To provide for commencement of work on issuance by City of a written Order to Proceed. All Work shall be completed within 130 days from the Order to Proceed.
- D. To provide for required monitoring of the repaired and replaced sprinkler and alarm systems at the Hangar and provide that Contractor add the Hangar to the Contractor's book of all locations being serviced by contractor at applicable rates under the Original Contract.

Documents Incorporated Into This Change Order (Attached):

Contractor's proposal dated January 22, 2016, attached hereto as **Exhibit "A"**

Reaffirmation of Original Contract:

This Change Order is an amendment to the Original Contract, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are maximum agreed to by City and Contractor for this Change Order. In consideration of the foregoing adjustments in the Original Contract providing for time and additional payment, Contractor hereby releases City from all claims, demands, or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order and any attached Exhibits referred to herein are the entire agreement between Owner and Contractor with respect to this Change Order. Notwithstanding anything to the contrary herein, the cost of the change indicated on the face of this Change Order is the entire amount of the change, and no backup documentation attached hereto may reserve the Contractor's right to increase the contract time or the cost of this change for extended overhead or general conditions or any other reason.

CONTRACTOR

BY: Brandi Sier

ITS: Vice President

CITY OF SAN ANGELO, PURCHASING DEPARTMENT

☒ ACCEPTED AND APPROVED

☐ DENIED

Daniel Valenzuela, City Manager


Luis Elguezabal, Airport Director

Date: _____, 2016

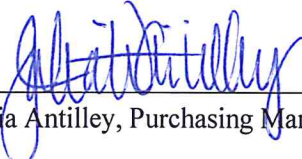
CHANGE ORDER No. 1.

Date: April 18, 2016

RFQ NO.: CFM-07-15

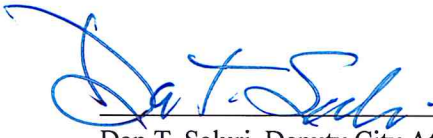
Contractor: ENER-TEL SERVICES, INC.

APPROVED AS TO CONTENT



Julia Antilley, Purchasing Manager

APPROVED AS TO FORM



Dan T. Saluri, Deputy City Attorney

EXHIBIT "A"



PROPOSAL

January 22, 2016

Buy Board # 401-12

City of San Angelo – Paint Hanger – San Angelo, Texas Fire Alarm & Sprinkler

This proposal is to repair/replace the fire alarm and sprinkler for the City of San Angelo Ranger Aviation hanger. If any other devices are required beyond what is listed below a change order will be required.

Sprinkler System

This proposal is to replace the four (4) defective deluge valves, to replace one (1) defective wet pipe valve and to install approximately 515' of new underground supply main. The following items are not included in this proposal:

- Painting
- Ceiling removal and/or replacement
- Sales Tax
- Repair of any leaks found during testing
- Protection, removal repairs or replacement of any landscaping, trees, ect.
- Soil testing for moisture or compaction
- De-watering of ditch lines.
- OSHA shoring or OSHA shoring program. We are assuming the firelines to be run at a depth of 5'-0" or less

Fire Alarm

This proposal is to provide and install a new Notifier fire alarm system for the above referenced project in San Angelo, Texas. This proposal is based on a walkthrough of the building and no specifications were provided. This proposal includes the installation of a new Notifier NFS-320 fire alarm panel, one annunciator, one smoke detectors, five pull stations, 20 monitor modules, eight releasing pull stations, 44 explosion proof heat detectors with explosion proof bases, sixty mini modules, one power supply, 15 horn strobes, four strobes, four explosion proof horns, four explosion proof strobes, and one weather proof horn strobe on the fire alarm. This proposal also includes the installation of one 4" flow switch, demo the existing water motor gong, and remove of the pressure switch on the sprinkler system in the basement. If any other devices are required a change order will be required. This proposal includes labor, engineering, testing, certification of system, and warranty of the fire alarm system.

This proposal does not include any patching or painting of conduit, ceiling, or walls. This proposal does not include the two phone lines that will be required for the monitoring of the fire alarm system.



PROPOSAL

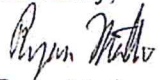
The cost of this proposal is Two hundred thirty five thousand five hundred sixty dollars and 00/100 dollars, (\$235,560.00), not including sales tax. This proposal does include a performance bond.

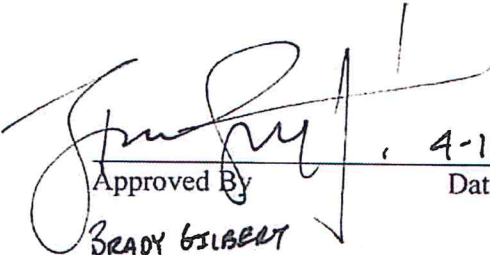
Monitoring

The monthly monitoring for the fire alarm is Twenty three dollars and 99/100 dollars, (\$23.99), not including tax.

Thank you again for considering our firm as your solution provider. If you have any questions or need further assistance, please do not hesitate to contact us.

Sincerely,


Ryan Mathews
Account Executive


Approved By _____ Date 4-18-16
BRADY GILBERT
ENER-TEL

FIRE AND SECURITY
EQUIPMENT AND SERVICE AGREEMENT

This Agreement is entered into this 12 day of Nov, 2015 in Tom Green County, Texas by and between the City of San Angelo, a Texas home-rule municipal corporation ("City"), and Ener-Tel Services, Inc., a Texas corporation ("Provider").

RECITALS

WHEREAS, City requires the provision of equipment, monitoring and inspection services relating to security and fire alarming for various City facilities ("Services"); and

WHEREAS, Provider's proposal per BuyBoard contract #493-15 meets City's requirements; and

WHEREAS, the City Council of the City of San Angelo on November 12, 2015 approved the selection of Provider and authorized the City Manager to negotiate and execute an Agreement between City and Provider for Services.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider 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. **TERM**: The term of this Agreement shall be for three (3) years; commencing on the Nov 12, 2015, and ending Nov 11, 2018.

3. **OPTION TO EXTEND**: City and Provider shall have the option to extend this Agreement for one (1) term of three (3) years, contingent upon Provider's renewal contract with BuyBoard, subject to availability and appropriation of funds. Renewal options must be tendered in writing, as defined in Section 19 herein, prior to sixty (60) days of this Agreement's end date.

4. **SCOPE OF SERVICES**:

4.1 Provider agrees to provide Services as specifically described on Attachment "A" to this Agreement but not be limited to providing equipment, monitoring and inspection services relating to security and fire alarming for various City facilities.

4.2 Provider represents and warrants to City that, for the duration of this Agreement: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City; (iii) all personnel are and shall be, at all times during the term hereof, fully qualified and trained to perform the Services.

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

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

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

6. **CONTRACT DOCUMENTS:**

The following documents from City are incorporated herein by reference for all purposes, as if fully set out verbatim:

- Provider's proposal per BuyBoard contract #493-15
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda available to Provider as of the time this Agreement is entered by Provider and City.

7. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever, which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

8. AUDIT AND INSPECTION RIGHTS:

8.1 City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

8.2 City may, at reasonable times during the term hereof, inspect Provider's facilities and perform such tests, as City deems reasonably necessary, to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof. Provider shall make available to City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives.

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

10. PUBLIC RECORDS: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Provider 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 Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

12. INDEMNIFICATION:

12.1 GENERAL INDEMNIFICATION. PROVIDER AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS

FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF PROVIDER OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF PROVIDER, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF PROVIDER AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY PROVIDER HEREUNDER. NOTHING HEREIN SHALL REQUIRE EITHER PARTY TO THIS AGREEMENT TO INDEMNIFY, DEFEND, OR HOLD HARMLESS THE OTHER FOR THE PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12.2 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS AGREEMENT BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF PROVIDER IN PERFORMING UNDER THIS AGREEMENT.

12.3 RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS AGREEMENT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND PROVIDER.

13. **INSURANCE**

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

13.1.1 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.

13.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

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

13.1.4 Certificates of Insurance. At or before the time of execution of this Agreement, Provider shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Provider and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. 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.

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

the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

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

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

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

\$500,000.00	General Aggregate
\$500,000.00	Products- Completed Operations
\$500,000.00	Personal & Advertising Injury
\$500,000.00	Each Occurrence
\$ 50,000.00	Fire Damage (any one fire)

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

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

13.2.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. 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, Provider 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.

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

14. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all 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.

15. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his/her resolution, prior to Provider 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. Provider 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.

16. TERMINATION RIGHTS OF CITY:

16.1 City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

16.2 City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received while Provider was in default under this Agreement.

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

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

19. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt

requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY

City of San Angelo
Attn: Ron Lewis, Construction & Facility Mgr
72 W College Ave.
San Angelo, Texas 76903
Phone: (325) 481-2773

PROVIDER

Ener-Tel Services, Inc.
Attn: Brenda Gill, Vice President
4512 Adobe Drive
San Angelo, Texas 76903
Phone: (325) 658-8375

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

21. **MISCELLANEOUS PROVISIONS:**

21.1 This Agreement shall supersede any and all prior agreements between City and Provider.

21.2 This Agreement shall be construed and enforced according to the laws of the State of Texas.

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

21.4 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.

21.5 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.

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

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

23. **INDEPENDENT PROVIDER:** Provider has been procured and is being engaged to provide Services to City as an independent Provider, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to City under this Agreement.

24. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

25. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby reaffirms all of the representations contained in Provider's proposal per BuyBoard contract #493-15.

26. **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.

27. **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.

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.

PROVIDER

Ener-Tel Services, Inc., a Texas corporation

By: Brenda Gill
Brenda Gill, Vice President

ATTEST: Brenda Gill
Brenda Gill, Secretary

(SEAL)

CITY

City of San Angelo, a Texas home-rule municipal corporation

By: Daniel Valenzuela
Daniel Valenzuela, City Manager

ATTEST: Bryan Kendrick
Bryan Kendrick, City Clerk

(SEAL)

Approved as to Insurance Requirements:

Charles Hagen
Charles Hagen, Risk Manager

Approved as to Content:

Ron Lewis
Ron Lewis, Construction & Facility Manager

Approved as to Form:

Theresa James
Theresa James, City Attorney

Exhibit "A"

Scope of Work

Provider shall furnish all labor, materials, and equipment for complete inspection services for the following services per the following specifications and in accordance with the latest editions of the National Fire Protection Agency (NFPA) Standard #72, Texas Administrative code, Rules 34.517 Fire Extinguishers and hood systems, 34.616 – Fire Alarm, 34.716 – Fire Sprinkler (installation), NFPA 13, NFPA 25 – Maintenance of Sprinklers, NFPA 96 – Kitchen Hood Systems.

1. Annual fire alarm inspections and/or repairs;
2. Annual sprinkler/fire suppression system inspections and/or repairs
3. Fire alarm monitoring
4. Burglar/Intrusion alarm monitoring
5. Installation and/or repair of cameras and security systems
6. Provider to provide an equipment maintenance agreement for all locations
7. Kantech Building Access Systems (cards, readers, mag-locks, etc.)
8. Kitchen Hood Suppression System shall be inspected bi-annually.

Once installed, all adjustments, modifications and equipment shall become the property of City unless agreed to otherwise in writing.

If required, monitoring of new or modified systems shall be added to this Agreement by Change Order.

Provider shall assign a supervisor or Project Manager to City's account in order to establish and maintain a consistent working knowledge of key issues and requirements for Records Books (see Section 6.4), monitoring, scheduling of inspections/repairs, and oversight of maintenance agreements.

All Fire Alarm inspections, Services and reporting provided shall comply with all current applicable sections of NFPA #'s: 72, 13, 25, and 96.

Provider shall provide City written documentation regarding sprinkler/fire suppression system and fire alarm inspection test results, including but not limited to, the operating condition of alarm systems, recommended corrective action and provide technical assistance to develop plans or specifications, if needed, to assure alarm system(s) conformance with current applicable codes and ordinances.

Location Records Book. Within six (6) months after commencement of this Agreement, Provider shall prepare a book of all locations being serviced. Two copies of the book shall be prepared with separate sections for each location and/or facility. One (1) copy shall be provided to the Construction Facilities Maintenance Manager and one (1) copy shall be maintained at Provider's office.

These books shall contain the following information:

- The location, contact person(s) name, telephone and/or cell phone numbers.
- A list and location of all equipment (pads, panels, and types of alarms), including manufacturer, make and model.

- The central monitoring station profile (i.e., location and contact number)
- The central monitoring station notification list.
- A detailed zone description list for each location/facility.
- Provider shall update both books annually or as services/devices are replaced or modified.

Provider shall refer to both the International Fire Code and the National Fire Protection Association along with current applicable tables for the proper inspection of all listed facilities.

All persons performing monitoring services must be UL listed and/or certified, and licensed with the State of Texas.

Any central monitoring stations located outside the State of Texas shall be UL listed and licensed by the State of Texas to perform monitoring services within the State of Texas.

All technicians of Provider shall be fully certified and licensed by the State of Texas to perform fire alarm inspections and repairs (if necessary).

Provider may subcontract the sprinkler/fire suppression system inspection services, however the sub-contractor must be licensed and certified by the State of Texas to perform work and inspections.

Provider's services shall include:

1. Comprehensive, functional testing using specialized tools and instrumentation to detect malfunctions not found by visual inspection alone.
2. Testing of all alarm devices for functionality or damage to include but not limited to:
 - a. **Smoke detectors**
 - i. Test in place to ensure smoking entry into sensor chamber
 - ii. Test for zone supervision (trouble)
 - iii. Test for zone and remote alarm annunciation
 - iv. Clean detector (where applicable)
 - v. Check detector sensitivity (where applicable)
 - b. **Pull stations**
 - i. Test for proper mechanical function
 - ii. Test for zone alarm annunciation
 - iii. Ensure break glass covers are in place (where applicable)
 - iv. Inspect and reset pull stations
 - c. **Tamper Switches**
 - i. Test for "supervisor" condition at panel
 - ii. Inspect for proper adjustment
 - iii. Test for proper zone annunciation
 - d. **Water Flow Switches**
 - i. Test for "alarm" condition at panel by opening inspector's test connection (sprinkler main drain test)
 - ii. Inspect for proper adjustment (30-60 seconds preferred)
 - iii. Check for proper zone annunciations

- e. **Audible/Visual Alarms**
 - i. Bells, horns, strobes, etc.
 - ii. Test for proper operation
- f. **Building Fire Alarm Control Panel**
 - i. Test all input and output functions, including matrix and automatic phone dialers
 - ii. Test all related auxiliary functions, i.e. stairwell pressurization, elevator recall, flashing exits, door locks, etc. (if installed)
 - iii. Test battery stand-by using calibrated battery analyzer
 - iv. Replace batteries as required
- 3. Adjustment and calibration of system control equipment (as necessary)
- 4. System performance evaluation.
- 5. Testing to be performed by certified and licensed technicians.
- 6. Thorough documentation confirming test completion and results.
- 7. Preventative maintenance during annual inspections shall include, but not be limited to:
 - a. Equipment analysis to detect potential failures
 - b. Component replacement
 - c. Provider shall furnish a quote detailing work/equipment needed before work begins (i.e., batteries, control modules, control boards, etc.)
- 8. Should modification or replacement of control panels, devices, or other components of existing systems be required, component replacement and associated labor charges shall be invoiced separately from the annual inspection fees.
 - a. Hourly rates shall be as depicted on Exhibit "B"
 - b. Response to normal, **Non-emergency**, calls shall be made within twenty four hours. On-Site response to **emergency calls** shall be made within four hours.
 - i. One hour maximum return, call back from central office and/or dispatcher;
 - ii. Three additional hours maximum for technicians to report to the site of the emergency.
- c. **Material, Profit, and Overhead (MPO)**
 - i. Component, material, and equipment costs not listed on Exhibit "B" SHALL be charged at no more than 30% markup from Provider's cost.
 - ii. City may, at any time, request a copy of Provider's equipment rental and or material or parts costs in order to audit submitted invoices.
 - iii. If the original replacement component is unavailable or obsolete, a cross-referenced alternate part/component may be used.
- d. All replacement parts/components shall be UL listed, new, and of greater or equal quality as of those parts/components being replaced, and shall carry a one-year parts and labor replacement warranty.
- 9. **Monitoring.**
 - a. Provider shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurance and other costs associated with monitoring systems.
 - b. **Hook-up:** Currently systems are hooked-up and programmed to a UL certified central monitoring station. Provider shall ensure that all central monitoring station operations, such as but not limited to monitoring, staffing, and notification procedures shall be in accordance with all applicable sections of the most recent edition of the NFPA #72 Fire Code and the Texas Administrative Code (Rule 34.616).

- c. Provider shall provide to City a list of all UL listed Central Monitoring Stations/Companies used by Provider for various City facilities. Included on the list shall be the station(s) registration number(s).
- d. The designated monitoring station shall be able to distinguish between alarm system trouble, phone line trouble, supervisory system trouble, and alarm.
- e. The monitoring service shall be provided 24 hours per day, 365 days per year.
- f. Monitoring may include burglar/intrusion, fire supervisory signals, and alarm signals at designated locations.
- g. **Central Monitoring Station.**
 - i. The central monitoring station(s) shall notify the appropriate authority 911, police, fire, etc.
 - ii. All central monitoring station operations such as, but not limited to monitoring, staffing, and notification procedures shall be in accordance with all applicable sections of the most recent edition of the NFPA, 72 Fire Alarm and Signaling Code.
 - iii. All stations shall be UL listed.
 - iv. All stations shall operation and monitor City accounts seven days per week; 24 hours per day.

Exhibit "B"
Rates and Pricing

The following rates shall apply to the initial term of this Agreement. These rates are subject to change for additional terms with agreement of the parties.

Monitoring Rates:	Burglar Alarm -	\$18.99 per month per location
	Fire Alarm -	\$23.99 per month per location
	Wireless(cell Phone / GSM)	\$28.99 per month per location

Maintenance Agreements: approximately 10% of replacement cost of equipment at current pricing (vary depending on age, condition and useful life of equipment) paid annually

Labor rates:

Technician (burglar, cameras, access, fire alarms)	\$75.00	Regular
	\$112.50	OT
	\$150.00	Holiday
Apprentice (burglar, cameras, access, fire alarms)	\$50.00	Regular
	\$75.00	OT
	\$100.00	Holiday
Fire Sprinkler Tech	\$110.00	Regular
	\$165.00	OT
	\$200.00	Holiday
Pipefitter / Sprinkler Installer	\$70.00	Regular
	\$105.00	OT
	\$140.00	Holiday
Sprinkler Apprentice	\$50.00	Regular
	\$75.00	OT
	\$100.00	Holiday

Parts: Cost of parts to City will not exceed 30% markup from Provider's costs.

ECONOMIC DEVELOPMENT PROJECT FUNDING AND PERFORMANCE AGREEMENT BY AND BETWEEN THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION, RANGER AVIATION ENTERPRISES, INC., AND THE CITY OF SAN ANGELO, FUNDING REPAIR AND REPLACEMENT OF THE FIRE SUPPRESSION AND ALARM SYSTEM AT HANGAR BUILDING, 8193 HANGAR ROAD, SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD.

This Economic Development Project Funding Agreement (“Agreement”) is entered into by and between the CITY OF SAN ANGELO DEVELOPMENT CORPORATION (“COSADC”), a State of Texas non-profit Type B development corporation, RANGER AVIATION ENTERPRISES, INC., (“RAE”) a Texas for-profit corporation, and CITY OF SAN ANGELO, Texas, (“CITY”) a home rule municipal corporation, collectively referred to herein as “Parties”, effective on 27 day of January 2016 (the “Effective Date”).

RECITALS:

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

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

WHEREAS, RAE presently operates an aeronautical fixed base aircraft painting operation on Airport premises that includes a hangar, located at 8193 Hangar Road, San Angelo Regional Airport—Mathis Field (said hangar hereinafter referred to as “Hangar”) under a month to month lease and license agreement with the CITY; and,

WHEREAS, RAE currently employs twenty-four (24) employees at several locations at the Airport and proposes to continuously retain at the Hangar in the fixed base aircraft painting operation at least twelve (12) full time employees in Primary Jobs as defined under the Texas Development Corporation Act, Chapter 501 of the Texas Local Government Code, at current hourly wage rates and pay levels (hereinafter “FTE positions”); and,

WHEREAS, CITY and RAE desire to enter into a long term lease and license agreement of the Hangar in anticipation that RAE may expand its fixed base aircraft painting operation and provide for the retention of jobs at the Hangar (hereinafter "Lease Agreement"); and,

WHEREAS, REA, CITY and COSADC desire to enter into this economic development agreement contemporaneously with the Lease Agreement for purposes of providing funding to assist in the design, acquisition and installation of code compliant fire suppression and alarm systems for the Hangar in anticipation of REA expanding its fixed base aircraft painting operation at 8193 Hangar Road and the retention at the Hangar of at least twelve (12) FTE positions at current hourly wage rates and pay levels; and,

WHEREAS, CITY must provide for the design, acquisition and installation of code compliant fire suppression and alarm systems at the Hangar that include automatic sprinkler system and alarm system (hereinafter "Project") on terms and conditions herein provided;

WHEREAS, the board of directors of COSADC has determined that the Project and provision of Project funding as stated in this Agreement are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) approved by City Council; and, that the Project and direct incentives serve the public purposes set forth in the Act;

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COSADC, RAE and CITY agree as follows:

TERMS

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement for all purposes.
2. **TERM:** This Agreement shall become enforceable upon its Effective Date first hereinabove provided. This Agreement shall automatically terminate on the expiration of the job retention period

provided for herein under Section 4. OBLIGATIONS OF RAE, Subpart B.; however all remedies provided under this agreement shall survive expiration or earlier termination of this Agreement.

3. AUTHORIZATIONS AND APPROVALS REQUIRED: This Agreement is subject to the prior authorization and approval of the Board of Directors of the City of San Angelo Development Corporation and the City of San Angelo City Council.

4. OBLIGATIONS OF RAE: A. RAE shall enter into, comply with the terms of, and perform Tenant's obligations under, the Lease Agreement with CITY of the Hangar located at 8193 Hangar Road, San Angelo Regional Airport—Mathis Field, to be entered into in substantially the form of Exhibit "A", attached hereto (hereinafter "Lease Agreement"). A breach of the Lease Agreement by RAE shall constitute a breach of this Agreement.

B. In consideration of COSADC providing funding for the Project improvements to the Hangar to be utilized by RAE under the Lease Agreement with CITY, and in consideration of City designing, acquiring and installing the fire suppression and alarm systems into premises leased by RAE, RAE shall continuously employ for the initial three (3) year term of the Lease Agreement a minimum of twelve (12) employees in full time employment in Primary Jobs (FTE's) at the Hangar in RAE's fixed base aircraft painting operation at pay levels that meet or exceeds the range of hourly wage rates totaling a minimum annual payroll as set forth in Exhibit "B", attached hereto and made a part of this Agreement for all purposes (hereinafter "Job Retention Obligation").

C. On or before March 31st of each year of the initial three year term of the Lease Agreement, commencing with March 31, 2017, RAE shall provide to the Airport Director for City an Affidavit of Compliance with its Job Retention Obligation, including required documentation, in substantially the form of "Affidavit of Compliance", attached hereto as "Exhibit "D". The Affidavit of Compliance shall include RAE's Employer's Quarterly Federal Tax Returns (Form 941) for the applicable year, RAE confidential spread sheet setting forth the FTE positions retained or hired during the applicable year for employment at the Hangar and such

other documentation as reasonably required by COSADC verifying the number of employees continuously employed by RAE at the Hangar for the fixed base aircraft painting operation and the sum of gross wages paid for those FTE positions during the preceding annual year. The spread sheet shall include dates of hire and/or dates of termination for each FTE position, the rates of pay for each position, and the total gross annual payroll for the FTE positions reported.

D. RAE acknowledges and agrees that should RAE breach its Job Retention Obligation during the required Job Retention period, RAE shall reimburse COSADC for the portion of Project funding provided by COSADC as set forth in the schedule attached hereto as Exhibit "C", attached hereto and made a part hereof for all purposes. Such reimbursement shall be due and payable within sixty (60) days of notice given to RAE of default in its Job Retention Obligation and the sum of reimbursement due. Any reimbursement sum due COSADC not paid when due shall bear interest at the rate of ten percent (10%) per annum; however, in no event will the interest rate exceed the maximum interest rate allowed under applicable law.

5. OBLIGATIONS OF CITY:

A. CITY shall enter into, comply with the terms of, and perform Landlord's obligations under the Lease Agreement in substantially the form of Exhibit "A", attached hereto.

B. CITY shall provide, and shall enter into contracts that CITY deems advisable, for the design, acquisition and installation of fire suppression and alarm systems in compliance with applicable regulations and requirements under the City of San Angelo Code of Ordinances, City of San Angelo Fire Marshal's Office and National Fire Protection Association (NFPA) standards. CITY shall complete the Project by securing acceptance of the fire suppression sprinkler system and alarm system by the City of San Angelo Fire Marshal within six months of the Effective Date of this Agreement. The costs incurred by City for design, acquisition and installation of fire suppression and alarm systems pursuant to this Agreement shall be funded by COSADC as provided for herein; and, in no event, notwithstanding anything

in this Agreement to the contrary, shall City's financial obligation hereunder exceed the funding provided by COSADC.

C. Upon request of COSADC and at least annually, during the initial term of the Lease Agreement, the Airport Director for City shall provide to COSADC confirmation of whether or not RAE is in good standing under the Lease or is in default of any of its obligations there under.

D. CITY shall periodically report progress on the Project to the COSADC Board of Directors, and provide an accounting of Project funds received and the application of those funds for Project construction and related expenses until completion of the Project.

6. FUNDING OBLIGATION OF COSADC: A. COSADC shall be responsible for funding of up to, but in no event to exceed, TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000.00) pursuant to the terms and conditions of this Agreement.

B. The obligation of COSADC for funding payments due or draws to be made shall conform to the CITY's disbursement obligations under its design, acquisition and installation Project contract(s) for draws or disbursements related to the Project as follows:

i. COSADC shall make one or more deposits of funds into the CITY's Construction Account for reimbursement to CITY of Project expenses incurred by CITY on request of CITY at such times as may be necessary for payments or draws to be made when due under the Project contracts.

ii. Upon completion of the Project or at other times on request of COSADC, CITY shall report progress on the Project and provide accountings of the application of COSADC Project funds until completion of the Project as herein provided. Upon completion of the Project and final payment under the Project contracts COSADC shall have no further obligation to deposit or provide funds under this Agreement, and CITY shall refund and remit any and all excess Project funds provided by COSADC no later than sixty (60) days after making final payment under the Project contracts.

7. **ASSIGNMENT:** This Agreement shall not be assigned by any of the Parties to it, in whole or in part, without the prior written consent of each of the other Parties, which consent may be arbitrarily withheld or conditioned.

8. **NOTICES:** All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt requested, addressed to the other parties at the addresses 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 third day after being deposited with the U.S. Mail or the date of actual receipt, whichever is earlier.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION
Attention: Director of Economic Development
69 N. Chadbourne Street
San Angelo, Texas 76903

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

CITY OF SAN ANGELO
Attention: CITY Manager
72 W. College Avenue
San Angelo, Texas 76903

With a copy to:
CITY Attorney's Office
72 W. College Avenue
San Angelo, Texas 76903

9. **CONTINGENCY CLAUSE:** The funding obligations of COSADC and CITY under this Agreement are 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 written notice thereof to RAE.

10. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. The parties acknowledge that this Agreement can be performed in Tom Green

County, Texas, and that venue for the resolution of any dispute between the parties relating to this Agreement shall be in Tom Green County, Texas.

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

C. The meaning of capitalized terms shall be as defined under this Agreement.

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.

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

F. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes that prevent a Party from performing, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

G. This Agreement shall be binding upon the parties hereto, their legal representatives, successors or permitted assigns.

H. In the event any legal action or proceeding is commenced between the Parties hereto to enforce provisions of this Agreement or to recover damages for breach, the prevailing party in such legal action shall be entitled to recover its costs and reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

I. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

J. 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. Failure by a Party on one or more occasions to exercise one or more of its rights under this Agreement shall not be construed as waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

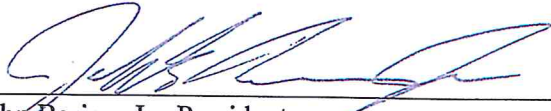
K. The provisions of this Agreement, which by their nature extend beyond the expiration or termination of the Agreement, will survive expiration or termination of the Agreement.

L. This Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to it.

(Signature page to follow)

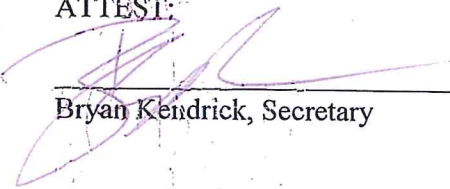
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION



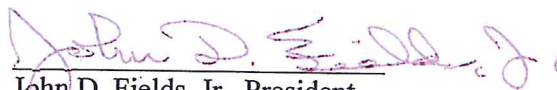
John Bariou, Jr., President

ATTEST:



Bryan Kendrick, Secretary

RANGER AVIATION ENTERPRISES, INC.

BY: 

John D. Fields, Jr., President

ATTEST:

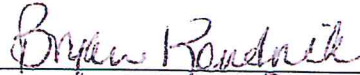
BY: _____
Ricki Fields-Galyean, Secretary

CITY OF SAN ANGELO, TEXAS

BY: 

Daniel Valenzuela, CITY Manager

ATTEST:



Bryan Kendrick, CITY Clerk

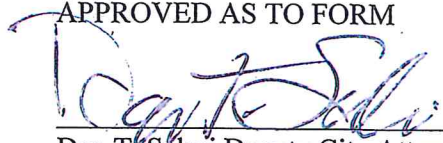

Maria Elena, Deputy City Clerk

APPROVED AS TO CONTENT:



Roland Peña, Development Services
Director

APPROVED AS TO FORM



Dan T. Saluri Deputy City Attorney

EXHIBIT "A"

**AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT BY AND BETWEEN
CITY OF SAN ANGELO AND RANGER AVIATION ENTERPRISES, INC.**

(Following Pages)

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 March 1st, 2016, the "Effective Date", and ending February 28th, 2019.
- 2.2 Option to Extend Term. Subject to Section 9.1, 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
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- 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

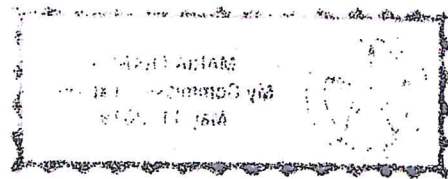
TENANT RANGER AVIATION ENTERPRISES, INC.
Attention : John D. Fields
P.O. Box 61010.
San Angelo, Texas 76906

- 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]

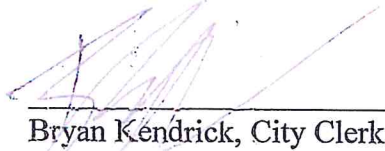


EXECUTED in duplicate originals on the dates specified below.

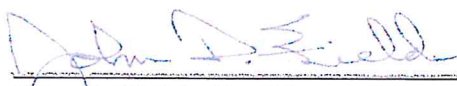
LESSOR: CITY OF SAN ANGELO

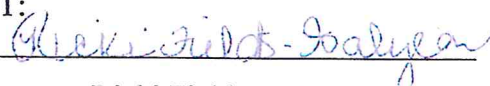
By: 
Daniel Valenzuela, City Manager

ATTEST:


Bryan Kendrick, City Clerk

LESSEE: RANGER AVIATION
ENTERPRISES, INC.

By: 
John D. Fields, President

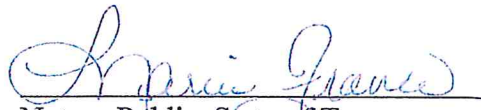
ATTEST:
By: 
Name: Ricki Fields-Galyean
Title: Secretary

STATE OF TEXAS §
COUNTY OF TOM GREEN §

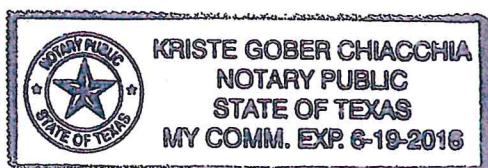
This instrument was acknowledged before me on the 16th day of February, 2016, by DANIEL VALENZUELA, as City Manager of the City of San Angelo, a Texas home-rule municipal corporation, on behalf of said corporation.



THE STATE OF TEXAS §
COUNTY OF TOM GREEN §


Notary Public, State of Texas

This instrument was acknowledged before me on the 12 day of February, 2016, 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.



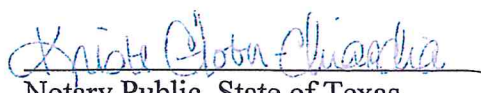

Notary Public, State of Texas

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 325/651-3916 * FAX 325/655-1895
P.O. BOX 3326-21F 76902
1514 W. BEAUREGARD AVE.
SAN ANGELO, TEXAS 76901

MR. C. WILSON, JR.
R.P.L.S., L.S.L.S.
(1932-2095)

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

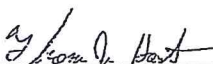
Thence N.7°58'27"E. 276.42 feet to a 5/8" iron rod found for the N.W. corner of this tract.

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)

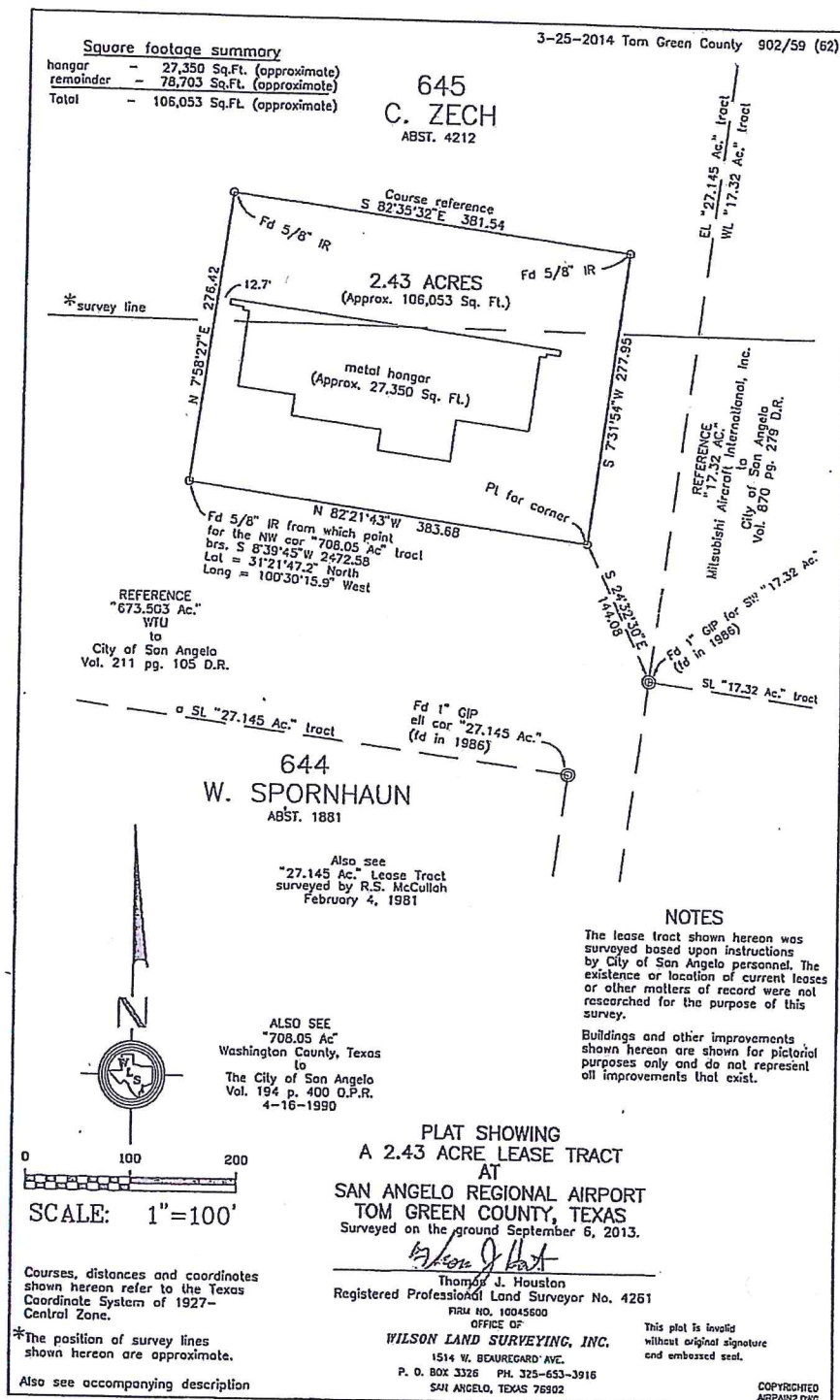


EXHIBIT "B"

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

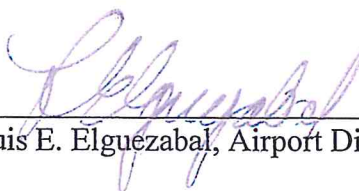
8193 Hangar Road

(Designation of Monthly Rent—following page)

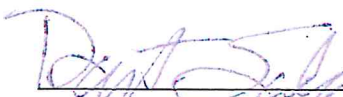
Ranger's Paint Hangar - 8193 Hangar Road		
Land	Square Footage	Land rate \$0.12 SF per year
Annual Rate	78703	\$9,444.36
Monthly Rate		\$787.03
BLA	Square Footage	Building rate \$2.15 BLA
Annual Rate	27350	\$58,802.50
Monthly Rate		\$4,900.21
TOTAL Annual Lease		\$68,246.86
TOTAL Monthly Lease		\$5,687.24

11/20/2015

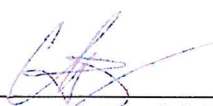
APPROVED AS TO CONTENT:


Luis E. Elguezabal, Airport Director

APPROVED AS TO FORM:


Dan T. Saluri, Deputy City Attorney

APPROVED FOR INSURANCE AND INDEMNIFICATION:


Charles Hagen, Risk Manager

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Brian Dunn, Firechief, Fire Department, 325-657-4355

Meeting Date: May 3, 2016

Item type: Consent Item

Caption:

Consider approving a Memorandum of Agreement with Goodfellow Air Force Base (GAFB) for the exchange of services and authorizing City Manager to execute all related documents (B. Dunn)

Summary/History:

This is a MOA (Memorandum of Agreement) with Goodfellow Air Force Base to exchange services with GAFB. The services that are being exchanged are; GAFB doing work on fire apparatus and SAFD transporting military personnel from GAFB to local hospitals for no cost. This exchange of service provides SAFD with qualified and certified mechanics to work on fire apparatus. This will certainly help SAFD with getting repairs accomplished in a timely manner.

Financial Impact:

There is no fiscal impact associated with this item.

Other Information/Recommendation:

Staff recommends approval. This is part of the P4 Initiative that the City of San Angelo and GAFB have been working on for last couple of years.

Attachments:

1. MOA 16-379_FD_MOA_COSA SAFD-GAFB_VEHICLE_MAINTENANCE DF FINAL.pdf

Presentation:

Approvals/Reviews:

Brian Dunn
Theresa James
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
CITY OF SAN ANGELO (COSA)
AND
17TH MISSION SUPPORT GROUP (17 MSG)
FOR
SHARING VEHICLE MECHANICS/TECHNICIANS

This is a Memorandum of Agreement (MOA) between COSA and 17 MSG (17 LRS). When referred to collectively, the COSA, and 17 MSG (17 LRS) are referred to as the “Parties”.

1. BACKGROUND: This MOA was reached as part of the Goodfellow Community Partnership Initiative which was established to formally solidify efforts between Goodfellow AFB (GAFB) and community partners to explore ways in which GAFB can enhance trust and support to the local community through partnership opportunities that strengthen the base mission and efficiency. Available vehicle maintenance labor is diminishing as a result of many mechanics choosing oil field work. As able, GAFB will provide the labor to perform the scheduled maintenance on fifteen (15) fire trucks for SAFD. GAFB will provide labor only. SAFD receiving entities will be responsible for purchasing parts and fluids for their respective vehicles. Transportation to and from the locations will be provided by the respective vehicle owners. In return, COSA (SAFD) will provide free ambulance services to GAFB.

2. PURPOSE: This MOA provides guidance and outlines responsibilities regarding COSA, and 17 LRS sharing of resources for fire truck repair and ambulance service.

3. RESPONSIBILITIES OF THE PARTIES:

3.1. COSA will:

3.1.1. Provide GAFB emergency ambulance support for on-base proper responses at no charge for all patients covered by Tricare insurance.

3.1.2. Schedule SAFD’s fire trucks for a Preventative Maintenance Inspection (PMI) with the 17 LRS as required.

3.1.3. Transport its fire trucks to and from the 17 LRS fire truck maintenance facility on GAFB for a PMI on a monthly basis or as needed.

3.1.4. Provide 17 LRS all necessary parts, petroleum, oil and lubricants required for their respective fire truck PMI.

3.2. The 17 LRS will:

3.2.1. Perform a PMI on fire trucks for COSA (SAFD).

3.2.2. Inform owning party of maintenance or repairs that are identified on the PMI.

3.2.3. Complete any repairs or replace any parts as capability and time allows and if both parties agree.

3.2.4. Use petroleum, lubricants, oils etc., by the owning organization for use strictly on owning organization's assets.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including but not limited to pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

5.1.1. FOR COSA and SAFD:

Assistant City Manager, Mr. Michael Dane, 325-657-4241, michael.dane@cosatx.us

Fire Chief, Chief Brian Dunn, 325-657-4355, firechief@safiredept.com

Assistant Chief, Chief Vernon Hancock, 325-657-4355, support@safiredept.com

5.1.2. FOR 17 LRS:

Logistics Manager, Mr. Paul Adams, 325-654-5657, paul.adams@us.af.mil

Vehicle Manager, Mr. Jeff Compton, 325-654-5753, jeffery.compton@us.af.mil

5.2. FUNDS: This MOA does not document nor provide for the exchange of funds between the Parties nor does it make any commitment of funds.

5.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

5.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

5.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

5.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. This MOA may also be terminated at any time upon the mutual written consent of the Parties.

5.7. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Parties.

5.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

5.10. EXPIRATION DATE: This Agreement expires on 1 Nov 2017 unless otherwise determined by either party as referenced in paragraph 5.7

APPROVED:

FOR THE 17 TRW

Christopher Harris, Col, USAF
Commander, 17th Mission Support Group
Date: _____

FOR COSA

Daniel Valenzuela, City Manager
Date: _____

Attest by: _____
Bryan Kendrick, City Clerk

Approved as to Content:

Brian Dunn, Fire Chief, SAFD

Approved as to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 3, 2016

Item type: Consent Item

Caption:

Consider adopting a resolution 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 or Tax Warrant:

1415 N. Magdalen, Acct #24-44100-0000-002-00; Cause No. A-14-0041-TAX; \$16,353

822 Antonio; Acct #02-11900-001-005-00; Cause No D-10-0076-TAX; \$3000 - (C. Preas)

Summary/History:

The subject property was auctioned at Sheriff's Sale. No offers were received causing subject properties 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 and maintenance fee if applicable; (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. RE Tax Resale Resolution | Tax Resale Resolution.doc |
| 2. Property Analysis Snyder Addtn | Property Analysis Snyder Addtn (1).pdf |
| 3. Property Analysis Arroya Addtn | Property Analysis Arroya Addtn.pdf |

Presentation:

None

Approvals/Reviews:

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

**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 a delinquent tax foreclosure decree of the 51st and 391st Judicial Districts, Tom Green County, Texas; and

WHEREAS, offer has 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:

Immanuel Baptist Church (\$16,353.00)

South 60 feet out of the East 138.8 feet of Block 5 and the South 47.5 feet of the North 90 feet of the East 139 feet of Block 5, Snyder Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 443, Page 340, Deed Records, Tom Green County, Texas. Acct.#24-44100-0000-002-00

Galilee Community Development Corporation (\$3,000.00)

Lot 6, Block 1, Arroya Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 449, Page 522, Deed Records, Tom Green County, Texas. Acct. # 02-11900-0001-005-00

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

THE CITY OF SAN ANGELO

Attest:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved As to Content:

Approved As to Form:

Cindy S. Preas, Real Estate Manager

Theresa James, City Attorney

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: South 60 feet out of the East 138.8 feet of Block 5 and the South 47.5 feet of the North 90 feet of the East 139 feet of Block 5, Snyder Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 443, Page 340, Deed Records, Tom Green County, Texas.

Improved/Unimproved Improved

Tax Suit Number: A-140041-TAX

Location: 1415 N. Magdalen

City of San Angelo, et al. Shirley A. Bolen, deceased
vs.

Tax ID Number: Acct #24-44100-0000-002-00

Judgment Date: October 14, 2015

Date of Sheriff's Sale: March 1, 2016

Sheriff's Deed Recorded: March 7, 2016

Years Held in Trust

1 month

Adjudge Value: \$ 16,353.00

Urban Redevelopment Program?

NO

Amount of Offer: \$ 16,353.00

Buyer: Immanuel Baptist Church

	Amounts Due		Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
	Fees	Judgment				
Administration Fee	\$500.00		\$500.00	0.00%		\$500.00
Maintenance Fee**	\$2,269.07		\$2,269.07	0.00%		\$2,269.07
Sheriff's Fee	\$100.00		\$100.00	0.00%		\$100.00
District Clerk Fee	\$898.00		\$898.00	0.00%		\$898.00
Attorney Fee	\$395.00		\$395.00	0.00%		\$395.00
Municipal Liens	\$ -	\$3,160.75				\$3,160.75
Taxes	\$ -	\$11,799.25				\$9,030.18
Total	\$4,162.07	\$14,960.00	\$4,162.07	100.00%	\$0.00	\$16,353.00
Actual Total Amt Due		\$19,122.07				
Amount Remaining						

**** Remove junk housing material, lumber, trimmings, trash etc. & secure structure**

**Offer will satisfy all court costs, Municipal Liens and a porption of the Taxes,
according to the Judgment.**

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 6, Block 1, Arroya Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 449, Page 522, Deed Records, Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: D-10-0076-TAX

Location: 822 Antonio

City of San Angelo, et al. Unknown Heirs of Manuel C. Rivera, deceased
vs.

Tax ID Number: Acct. #02-11900-0001-005-00

Judgment Date: September 16, 2013

Date of Sheriff's Sale: October 7, 2014

Sheriff's Deed Recorded: October 20, 2014

Years Held in Trust

18 month

Adjudge Value: \$ 7,800.00

Urban Redevelopment Program?

NO

Amount of Offer: \$ 3,000.00

Buyer: Galilee Community Development Corp

	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	\$135.00		\$135.00	0.00%		\$135.00
Sheriff's Fee	\$100.00		\$100.00	0.00%		\$100.00
District Clerk Fee	\$479.00		\$479.00	0.00%		\$479.00
Attorney Fee	\$401.00		\$401.00	0.00%		\$401.00
Municipal Liens DM	\$ -	\$194.00		2.84%	\$39.40	\$39.40
Taxes	\$ -	\$6,625.33		97.16%	\$1,345.60	\$1,345.60
Total	\$1,615.00	\$6,819.33	\$1,615.00	100.00%	\$1,385.00	\$3,000.00
Actual Total Amt Due		\$8,434.33				
Amount Remaining			\$1,385.00			

Offer will satisfy all court costs, Municipal Liens and Taxes, according to the Judgment.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 3, 2016

Item type: Consent Item

Caption:

Consideration of accepting an Interlocal Agreement with the City of Fredericksburg, Texas for the occasional, temporary use of an asphalt milling machine owned by the City of San Angelo (S.Kelton)

Summary/History:

The City of Fredericksburg requested assistance from the City of San Angelo by allowing them to temporarily use the asphalt milling machine (asphalt zipper) that is owned by the City of San Angelo. The asphalt zipper is a small attachment used with a wheel loader that uses a series of rotating blades to remove small layers of asphalt from short segments of road.

The attached Interlocal Agreement allows for the City of Fredericksburg to use the asphalt zipper when it is not needed by the City of San Angelo. Fredericksburg is responsible for transportation of the unit and any damages sustained during its use. The Interlocal Agreement will remain in place until either party chooses to terminate the Agreement.

Financial Impact:

No anticipated financial impact.

Other Information/Recommendation:

Attachments:

1. 16-364 Interlocal Agreement with City of Fredericksburg

Presentation:

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Shane Kelton	Approved
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 3, 2016

Item type: Consent Item

Caption:

Second reading and consideration of adopting an Ordinance approving a request for Case Z16-01 from Jared Matlock to authorize a Rezoning from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District, on 0.14 acres generally located along the south side of West First Street, across from Farr Street (J. James)

Summary/History:

According to zoning maps dating as far back as 1954, the subject property has always been zoned for multi-family residential use (R-3). The subject property contains a single-story, 1,600-square-foot building that was originally constructed as a duplex residence in 1959, according to CAD records. A Special Use Permit (SP-75) was approved in September of 1962 to allow the limited operation of an accounting office on the premises. No special development standards or limitations other than the use were imposed under the approved Permit. The applicant, Jared Matlock, is requesting approval of an application to rezone the subject property from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District in order to expand its office tenancy potential beyond accounting-based businesses.

The proposed Zone Change request will be consistent with the underlying "Downtown" Future Land Use (FLU), an area which extends from the Houston Harte Expressway to as far south as West Washington Street, as far east as Emerick Street, and as far west as Santa Fe Park Drive and the North Concho River. A mixture of uses already prevails within the area surrounding the subject property, including municipal offices, legal offices, bail bond services, an art gallery, multi-family conversions, single-family residences, a medical clinic and a credit union.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

- | | |
|--------------------|-----------------------------|
| 1. Staff Report | Z16-01_CC_Staff_Report.docx |
| 2. Draft Ordinance | Z16-01_Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra

Created/Initiated

Jon James
Theresa James
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Approved
Final Approval

STAFF REPORT



City Council

Meetings:

April 19, 2016
May 3, 2016

From:

Jon James, AICP
Director of Planning and Development Services

Through:

Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case:

Z16-01: Matlock

Request:

A request for approval of a Zone Change from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District

Location:

123 West First Street; generally located along the south side of West First Street, across from Farr Street

Legal

Description:

Lots 14 and 15, Block T, Miles Addition

Size:

0.14 acres

General Information

Future Land Use:	Downtown
Current Zoning:	Low Rise Multi-family Residential (RM-1)
Existing Land Use:	One-story Office Building

Surrounding Zoning / Land Use:

North:	Low Rise Multi-family Residential (RM1); Central Business District (CBD)	Farr Street; Single-family Residential; Municipal Offices
West:	Low Rise Multi-family Residential (RM1)	Single-family Residential
South:	Low Rise Multi-family Residential (RM1)	Surface parking for a non-residential (office) use
East:	Low Rise Multi-family Residential (RM1)	Art Gallery

District: SMD #3 – Johnny Silvas

Neighborhood: Downtown

Thoroughfares/Streets:

West First Street is defined as a “Local or Minor Road” in the City’s Master Thoroughfare Plan (MTP). Local or Minor Roads are designed to collect traffic from a localized area and discharge it into a larger distribution system. This type of roadway is used primarily for access to abutting properties and generally consist of a minimum right-of-way width of fifty feet (50’).

History and Background:

According to zoning maps dating as far back as 1954, the subject property has always been zoned for multi-family residential use (R-3). The subject property contains a single-story, 1,600-square-foot building that was originally constructed as a duplex residence in 1959, according to CAD records. A Special Use Permit (SP-75) was approved in September of 1962 to allow the limited operation of an accounting office on the premises. No special development standards or limitations other than the use were imposed under the approved Permit. The applicant, Jared Matlock, is requesting approval of an application to rezone the subject property from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District in order to expand its office tenancy potential beyond accounting-based businesses. Details on the CO Zoning District, including development standards and allowable land uses, are furnished with this report.

The proposed Zone Change request will be consistent with the underlying “Downtown” Future Land Use (FLU), an area which extends from the Houston Harte Expressway to as far south as West Washington Street, as far east as Emerick Street, and as far west as Santa Fe Park Drive and the North Concho River. A mixture of uses already prevails within the area surrounding the subject property, including municipal offices, legal offices, bail bond services,

an art gallery, multi-family conversions, single-family residences, a medical clinic and a credit union.

Analysis:

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*

The proposed Zone Change from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District appears to be compatible with a Future Land Use (FLU) designation of “Downtown” in this location. Downtown, according to the Comprehensive Plan, is the principal commercial, service, and cultural center of San Angelo. The focus for this area is on the restoration of residential uses, provision of neighborhood services and amenities, and the promotion and enhancement of its historic qualities and attributes. This implies that mixed uses are not only acceptable for this area, but are also strongly encouraged. The Comprehensive Plan does encourage redevelopment activities near transit centers (Downtown Goal number Seven [7]). In this case, the proposed zone change would meet this goal, given that the Concho Valley Transit Terminal is approximately three (3) blocks away from the subject property.

The property is located in the Downtown Strategic Planning Area, Sub-district Three, which is the Civic Activity District. The proposed zone change would not interfere with the urban design elements specified for this District. The Strategic Plan does call for an increase in mixed-use infill development around the City Hall campus (RE: Catalyst number four [4]). The zone change would also appear to meet an expressed goal of focusing redevelopment activity near transit centers (RE: Catalyst number eight [8]).

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

The CO Zoning District is intended to provide opportunities for development of small-scale or neighborhood-level businesses and professional and financial offices. The subject property already contains an office use that has been permitted under the auspices of an approved Special Use Permit. The subject property complies with most provisions of the CO Zoning District as it contains the minimum 6,000-square-foot lot area and meets or exceeds minimum lot width and depth requirements (50-ft width required, 60-ft provided; 80-ft depth required, 100-ft provided).

Although an approved zone change will negate the Special Use Permit, it will also allow for an escalation in land uses. Under the current Zoning Ordinance, accounting businesses are categorized as office uses, which require a parking space ratio of one (1) space for every 300 feet of gross floor area. Gross floor area is defined as the floor area intended for customer or employee use, exclusive of incidental maintenance areas, restrooms and storage areas (RE: Section 511[C][5], Zoning Ordinance). Without the benefit of a site plan outlining specific public and employee areas, parking must be calculated on an overall building area of approximately 1,564 square feet, which will call for a minimum of five (5) parking spaces. The premises contains two paved, head-in parking spaces in front of the premises that are fed directly from, and are perpendicular to West First Street. This is permitted under Section 511.G.5 of the Zoning Ordinance. There are no other noticeable off-street parking provisions on the premises.

It should be noted, however, that the property abuts a platted service alley right-of-way to the south. Initial GIS measurements between the rear property line and the rear building elevation indicate rear yard dimensions of at least 32 to 33 feet in depth by 60 feet in width. This should provide sufficient room for three (3) angled parking spaces directly fed one-way from the adjacent alley, taking into account parking stall separations between buildings and lot lines, adequate maneuverability into, and out of the parking area, line-of-sight issues regarding approaches to the parking area and any stall placements in relation to existing overhead electric lines. The applicant has been advised to provide either a preliminary site plan demonstrating adequate off-street parking provisions, subject to Engineering Department approval, or shared parking arrangements with a nearby property owner. Off-street parking accommodations should be given strong consideration in order to eliminate the possibility of future Variance requests related to parking. Off-street parking areas to be provided must be constructed in accordance with Section 511, subsections F and G of the Zoning Ordinance.

It should be further noted that an approved zone change will perpetuate an existing legal non-conforming building encroachment into the required front yard setback by approximately seven feet (7'), as well as a legal non-conforming side yard encroachment of at least four feet (4') along the west property line. It is undeterminable how the current building location came to pass, particularly as the 1954 Zoning Code prescribed a 25-foot front yard setback and 5-foot side yard setback for the R-3 Zoning District. Any future building modifications or additions may require Variance approval, however.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*

The proposed CO Zoning District appears to be compatible with the surrounding area. As indicated above, the property is surrounded by a mixture of uses, including

municipal offices, legal offices, bail bond services, an art gallery, multi-family conversions, single-family residences, a medical clinic and a credit union. The zone change would not set adverse precedent to allow for a non-residential encroachment into a residential area. A non-residential encroachment has been in place for over half a century by virtue of the Special Use Permit that was approved in 1962.

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

Given that the Special Use Permit limited non-residential activity on the premises to an accounting office, this imposition may have been done in consideration of a predominance of residential uses in the surrounding area. Although commercial encroachment may have been discouraged due to a stronger adherence to Euclidean standards at the time, the particular office use allowed under the Special Use Permit may have been viewed as benign and of minimal adverse impact to area residences. There have been notable changes over the 50-plus years that the Permit has been in place, including changes to the Comprehensive Plan and the implementation of a Downtown Strategic Plan, both of which now encourage mixed-use development. The current use limitation that has been imposed may not fully carry out the goals of those Plans. The current use limitation may also not be a practical and suitable response to local evolving commercial and office markets.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*

Effects on the natural environment should prove negligible. The land use, an accounting office, has been allowed on the premises for over half a century. Small-scale office uses are generally viewed as low employment and traffic generators and are usually deemed suitable within a neighborhood context. Given that the building was constructed prior to 1980, any subsequent building modifications or new construction on the premises will require certification by a licensed professional that asbestos mitigation measures are adequately provided, if applicable. The zone change will not alter or minimize this requirement.

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

There may be a need in this particular portion of the overall Downtown area for an increased level and type of office space that will be afforded under the new CO Zoning District. The property may be underutilized under the current limitations imposed through the governing Special Use Permit. The Downtown Strategic Plan suggests that mixed use development around the City Hall campus, to include office uses, would be the best and highest use of land. The placement of flexible,

neighborhood-level office space in this area could help to provide reasonable economy of scale and reduce the number of commutes, instead providing proportional employment opportunities for residents within walking distance of the subject property.

7. Development Patterns. *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*

The property is located along a classified local or minor roadway within a perimeter older neighborhood of the Downtown area and near a civic activity center, City Hall Plaza. The property is surrounded by a mixture of uses, including municipal offices, legal offices, bail bond services, an art gallery, multi-family conversions, single-family residences, a medical clinic and a credit union. Mixed uses are strongly encouraged in the Downtown area.

Notification:

On March 8, 2016, thirteen (13) notifications were mailed out to property owners of record within a 200-foot radius of the subject area. A separate notice was hand-delivered to the Kendall Art Gallery, located at 119 West First Street, on March 10, 2016. To date, Staff has received one (1) response in favor of and zero (0) responses in opposition to the request.

Recommendation:

At the March 21, 2016, public meeting, the Planning Commission reviewed and considered this matter. Below is an excerpt of the minutes from that meeting:

David Stallworth, Principal Planner, provided a brief synopsis of the case. Mr. Stallworth indicated the location for the subject area, showed existing site conditions as well as various perspectives of the surrounding area. Mr. Stallworth concluded his presentation with a recommendation of APPROVAL, along with his basis for the recommendation.

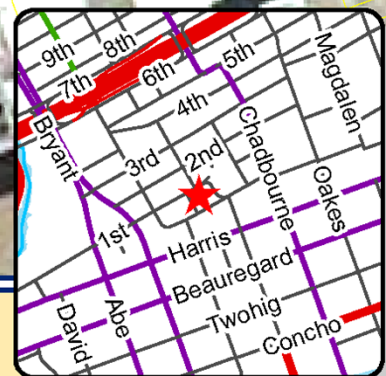
Commissioner Stribling opened up deliberation by inquiring on whether or not there was adequate off-street parking on the premises. Mr. Stallworth responded by referencing the staff report, which indicated that there was room along the rear of the property to facilitate additional parking spaces. Barring further questions for Staff, Chairperson Preiss opened the public hearing. With no public input, Chairperson Preiss closed the public hearing and opened the floor for a Motion. Commissioner Farmer made a Motion to APPROVE the request, and Commissioner Jackson seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff's recommendation is for the City Council to **APPROVE** Case Z16-01, a request for a Zone Change from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District.

Attachments:

Project Area Maps (Aerial, Future Land Use, Zoning)
Notification Map
Response Letters
Survey
Excerpt of CO Permitted Uses and Provisions
Site-related and Area Imagery



Zoning Case File

Case Z16-01 Matlock

Council District: Johnny Silvas

Neighborhood: Downtown

Scale: 1 inch :: 100 feet

Legal Desc: Lots 14 & 15, Blk T, Miles Addition

Legend

Subject Properties:

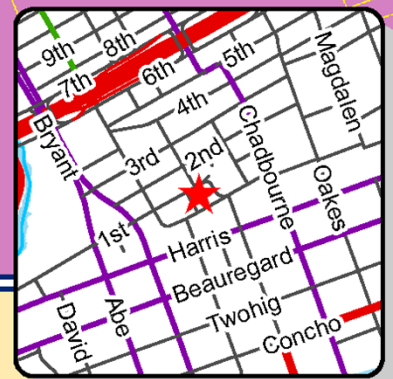
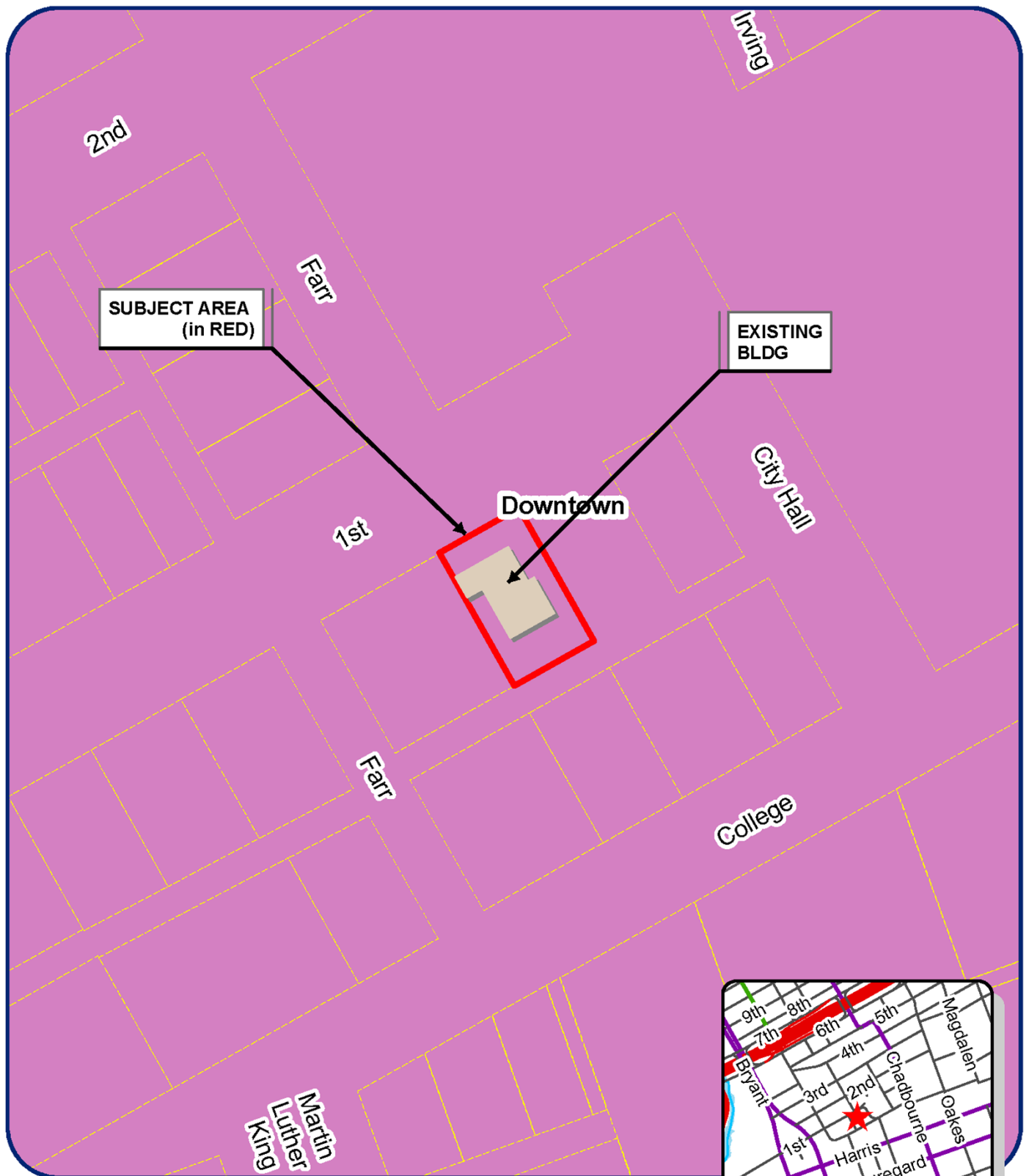
Current Zoning: **RM 1**

Requested Zoning Change: **CO**

Vision: **Downtown**

N





Zoning Case File

Case Z16-01 Matlock

Council District: Johnny Silvas

Neighborhood: Downtown

Scale: 1 inch :: 100 feet

Legal Desc: Lots 14 & 15, Blk T, Miles Addition

Legend

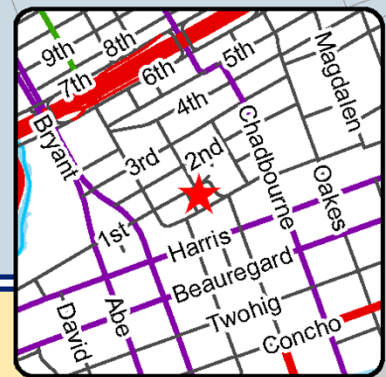
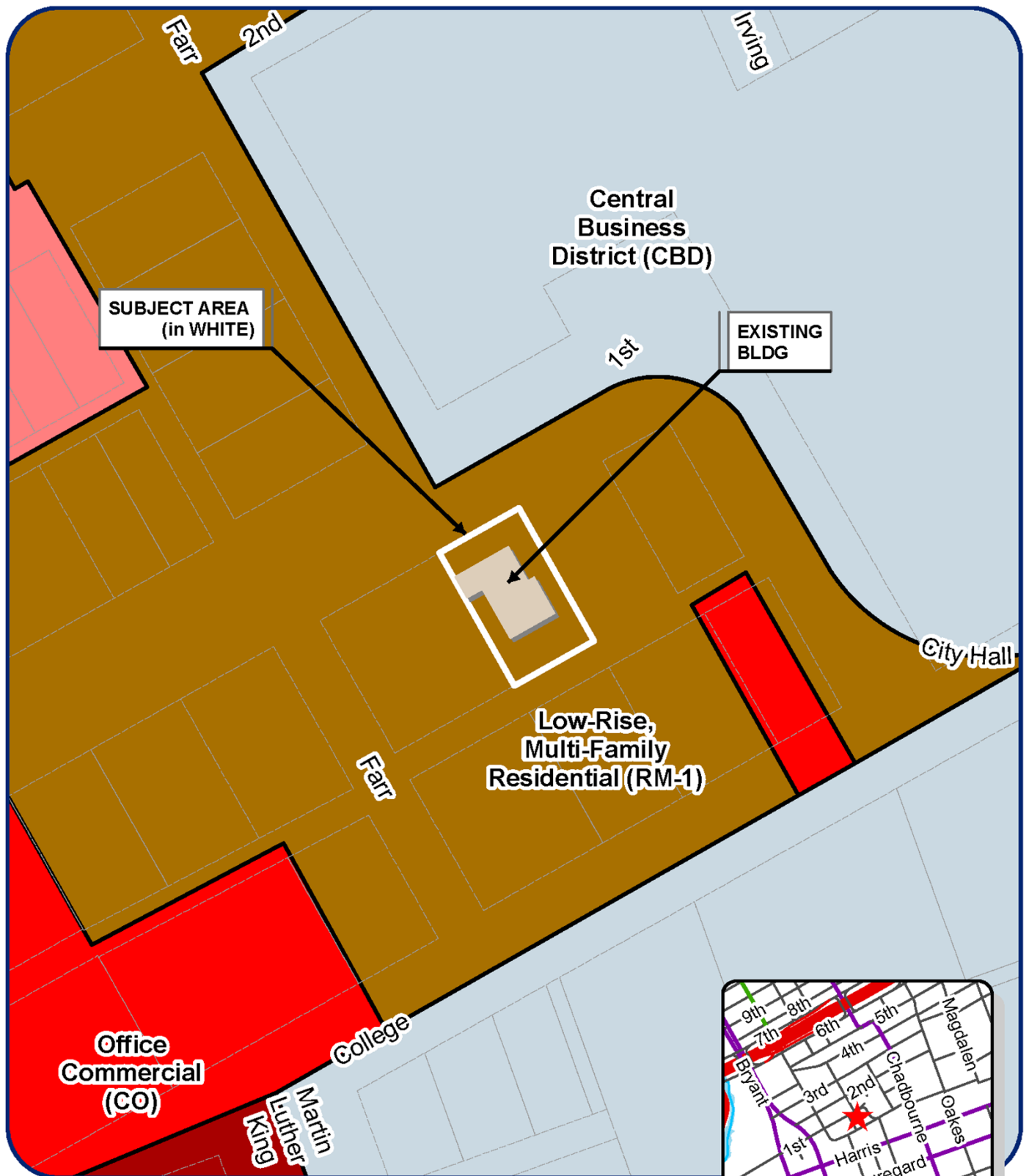
Subject Properties: —

Current Zoning: RM 1

Requested Zoning Change: CO

Vision: Downtown





Zoning Case File

Case Z16-01 Matlock

Council District: Johnny Silvas

Neighborhood: Downtown

Scale: 1 inch :: 100 feet

Legal Desc: Lots 14 & 15, Blk T, Miles Addition

Legend

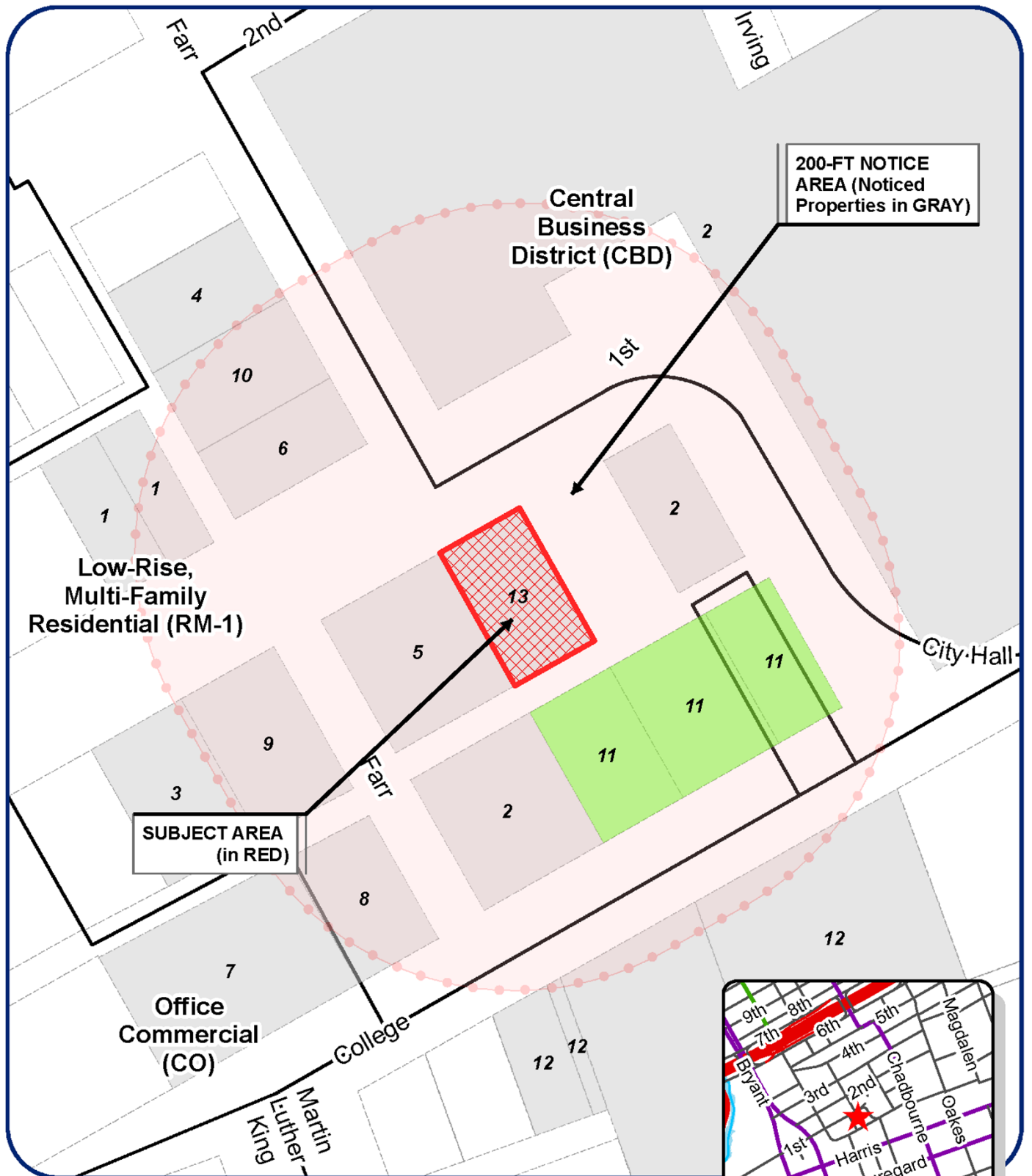
Subject Properties:

Current Zoning: **RM 1**

Requested Zoning Change: **CO**

Vision: **Downtown**





Zoning Case File

Case Z16-01 Matlock

Council District: Johnny Silvas

Neighborhood: Downtown

Scale: 1 inch :: 100 feet

Legal Desc: Lots 14 & 15, Blk T, Miles Addition

Legend

Subject Properties:

Properties in Favor:

Properties Against:

Current Zoning: **RM 1**

Requested Zoning Change: **CO**

Vision: **Downtown**



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

(☒)

IN FAVOR

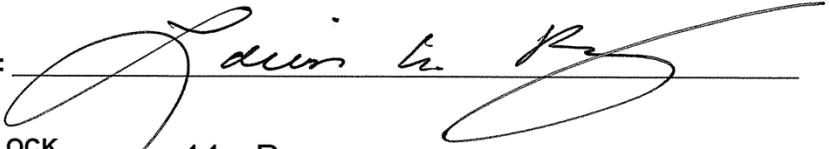
(☐)

IN OPPOSITION

REASON(S) _____

NAME: Louis A. Perez

ADDRESS: 112 W. College Ave.
San Angelo, TX 76903

SIGNATURE: 

Z16-01: MATLOCK

Property owner number: 11 - Perez

If you have any questions about these proceedings, please contact David Stallworth, Staff Planner with the City of San Angelo's Planning Division at either (325) 657-4210, extension 1547, or via e-mail at david.stallworth@cosatx.us

AREA TO BE REZONED FROM:

The Low Rise Multi-family Residential, or RM-1 Zoning District

TO:

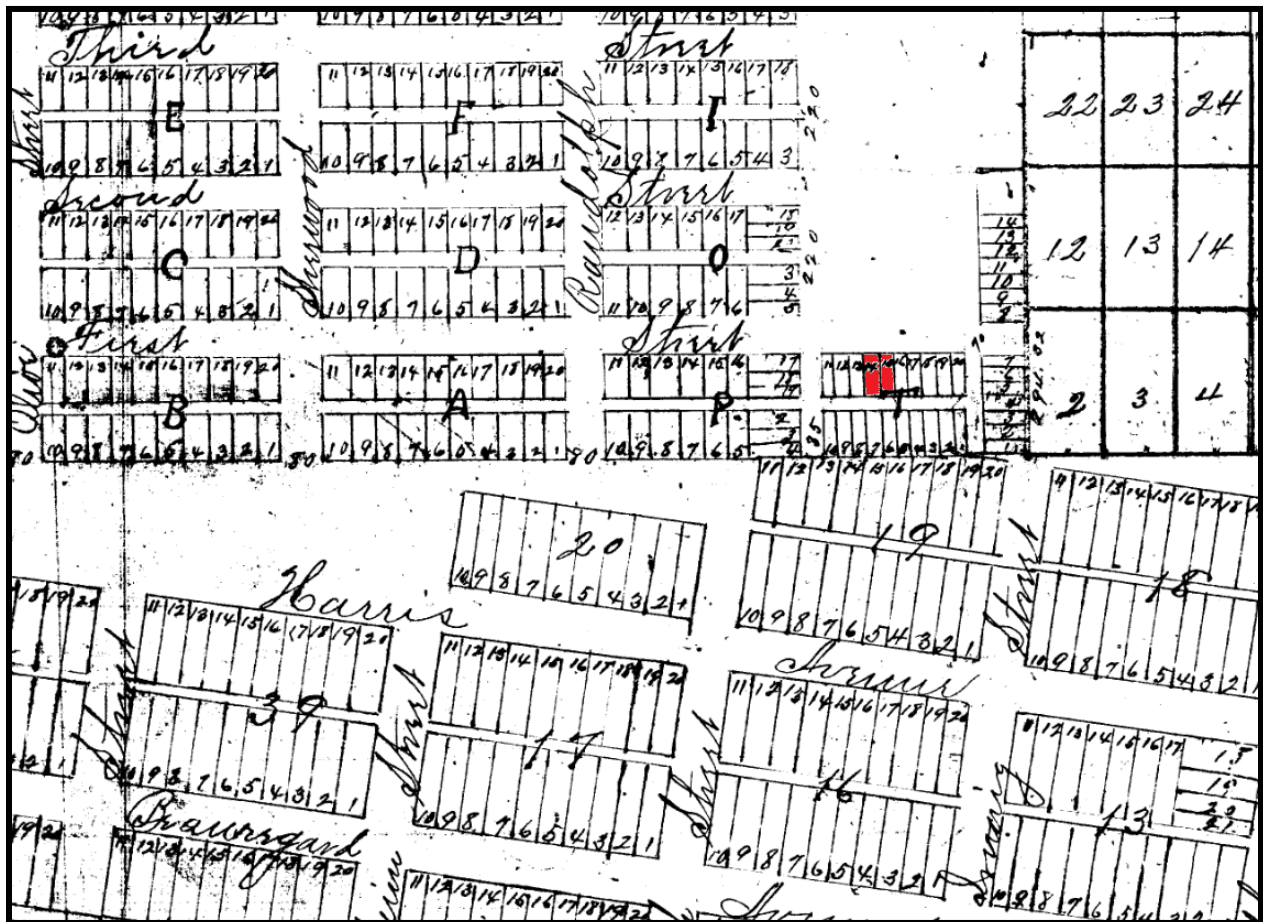
The Office Commercial, or CO Zoning District

PROPERTY LOCATION:

123 West First Street, which is generally located along the south side of West First Street, across from Farr Street;

LEGAL DESCRIPTION:

Lots 14 and 15, Block T, Miles Addition





Planning Division
72 W. College Ave.
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

PLANNING DIVISION

OFFICE COMMERCIAL (CO) ZONING DISTRICTS

Allowed Uses:

- Group living
- Drug and alcohol recovery facility
- College
- Public, nonprofit or charitable community services
- Day care for children or adults
- Meeting areas for religious institutions
- Schools
- Business, government, professional, medical or financial offices
- Commercial parking
- Public safety and emergency services

Conditional Uses:

- Household living
- Bed & breakfast
- Self-service storage
- Hospital
- Retail sales
- Vehicle service (performed while the customer waits)
- Personal service-oriented business
- Entertainment-oriented business
- Repair-oriented business
- Restaurants
- Veterinary clinic for small animals
- Waste-related uses

These uses are allowed with the approval of a "conditional use" by the Planning Commission. Applications for a conditional use may be completed through the Planning Division. The Development handout titled "Conditional Uses" gives a thorough explanation of the process.

Special Uses:

Facilities for golf, including practice areas
Any use which the Planning Commission and the City Council deem appropriate as a transition between zoning districts

These uses are allowed with the approval of a "special use" by the Planning Commission and the City Council. Applications for a special use may be completed through the Planning Division. The Development handout titled "Special Uses" gives a thorough explanation of the process.

Required Setbacks:

- Front Setback: 25 feet
- Side Setback: None required
10 feet if abutting a residential district or use
- Rear Setback: None required
10 feet if abutting a residential district or use

DEVELOPMENT SERVICES DEPARTMENT
Planning is a Division of the Department of Development Services



Planning Division
72 W. College Ave.
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

PLANNING DIVISION

Setbacks refer to the distance that a structure must be 'set back' off of the appropriate property line. For example, the front setback of 25 feet means that the front wall of the structure must be separated by at least 25 feet from the front property line of the lot. This 25 feet must be open and unobstructed, except for the following exceptions: (1) projection of window sills, belt courses and other ornamental features for a distance of 12 inches or less; (2) projection of chimneys and flues for a distance of 3 ½ feet or less; (3) projection of eaves and awnings for a distance of 2 feet or less; and (4) open or lattice-enclosed fire escapes and fireproof outside stairs, for a distance of 3 ½ feet or less.

Maximum Floor Area Ratio: 2.0

The maximum floor area ratio refers to the gross floor area of all buildings on the lot divided by the total area of the lot.

Minimum Lot Size: 6,000 square feet

Off-Street Parking: Off-street parking requirements are determined by the use of the property and other related factors. For specific calculations, angles, shared parking requirements and other questions, consult with the Planning Division at 657-4210.

Off-Street Loading: A minimum of one space is required
For industrial and commercial uses, one additional space for each additional 40,000 square feet or major fraction thereof
For institutional uses, one additional space for each additional 60,000 square feet or major fraction thereof

Outdoor Storage: Type 1, Outdoor Display, is allowed; Type 1 allows for display adjacent to a principal building wall and extending to a distance no greater than 5 feet from the wall. This storage may not block windows, entrances or exits, or impair the ability of pedestrians to use the building.

IMAGERY OF THE SUBJECT PROPERTY (West 1st Street Frontage)



REAR IMAGERY OF THE SUBJECT PROPERTY (Along alley to the south)



AREA IMAGERY LOOKING WEST DOWN W. 1ST STREET



LOOKING NORTH ALONG FARR STREET



LOOKING EAST ALONG WEST 1ST STREET (TOWARDS THE CITY HALL)



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: **123 West First Street; generally located along the south side of West First Street, across from Farr Street, and described as Lots 14 and 15, Block T, Miles Addition, City of San Angelo, Tom Green County, Texas, consisting of 0.14 acres, a request for approval of a Zone Change from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District;** PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

RE: Z16-01: MATLOCK

WHEREAS, the Planning Commission for the City of San Angelo and the City Council for the City of San Angelo, in compliance with the charter and the state law with reference to zoning regulations and a zoning map, have given requisite notice by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners and persons interested, generally, and to persons situated in the affected area and in the vicinity thereof, is of the opinion that zoning changes should be made as set out herein; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: That the Zoning Ordinance for the City of San Angelo, as codified under Chapter 12, Exhibit "A" of the Code of Ordinances on January 4, 2000, and the Official Zoning Map, all heretofore adopted by the City Council, shall be amended insofar as the property hereinafter described:

123 West First Street; generally located along the south side of West First Street, across from Farr Street, and described as Lots 14 and 15, Block T, Miles Addition, City of San Angelo, Tom Green County, Texas, consisting of 0.14 acres, a request for approval of a Zone Change from the Low Rise Multi-family Residential (RM-1) Zoning District to the Office Commercial (CO) Zoning District, shall henceforth be permanently zoned as follows: **Office Commercial (CO) Zoning District.**

The Director of the Planning and Development Services Department is hereby directed to amend the Official Zoning Map in the Office of the Director of the Planning and Development Services Department to reflect the herein described changes in zoning.

SECTION 2: That in all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

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

SECTION 4: Any person who violates 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 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

INTRODUCED on the **19th day of April, 2016** and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of May, 2016**.

THE CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved As To Form:

Theresa James, City Attorney

ATTACHMENT - A

AREA TO BE REZONED FROM:

The Low Rise Multi-family Residential, or RM-1 Zoning District

TO:

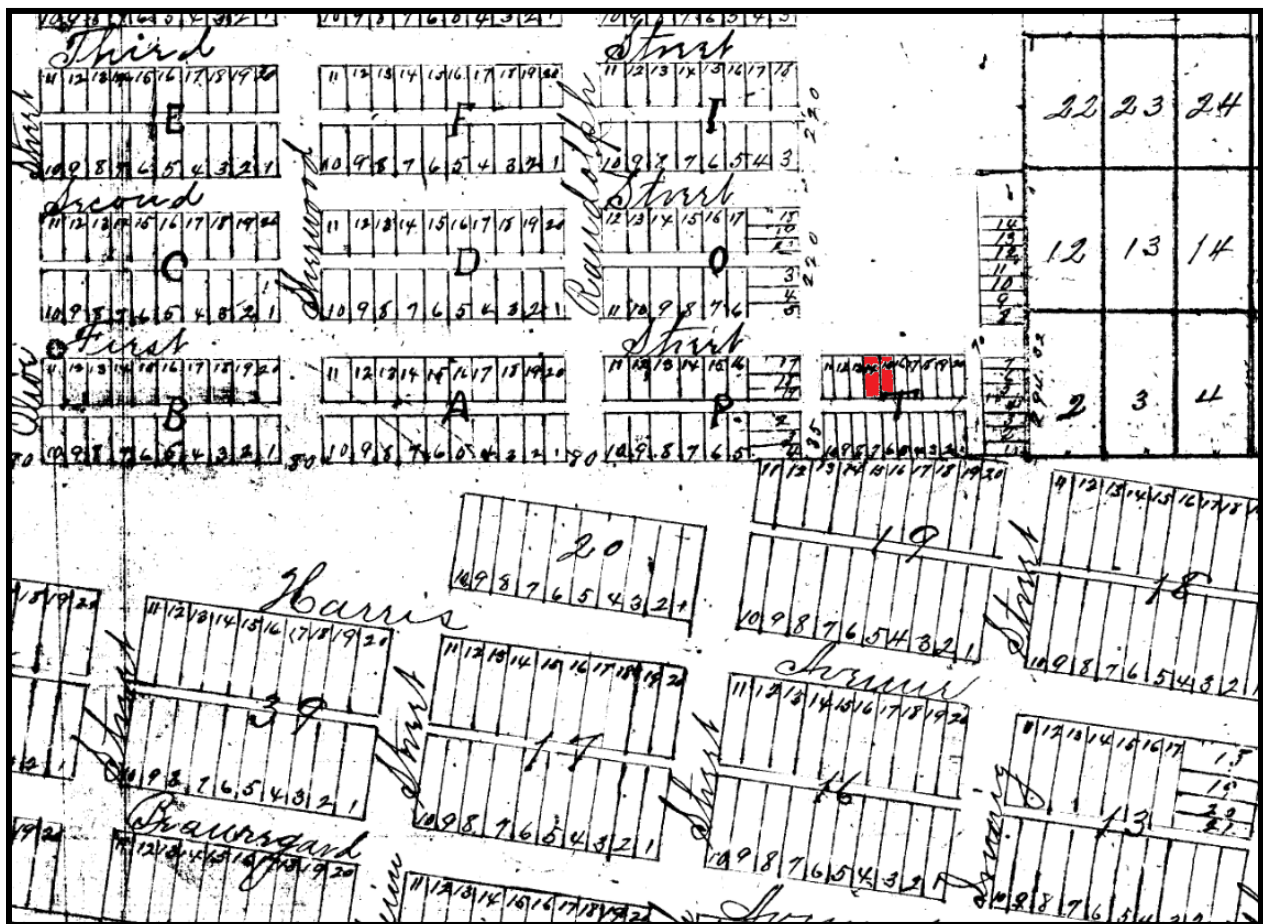
The Office Commercial, or CO Zoning District

PROPERTY LOCATION:

123 West First Street, which is generally located along the south side of West First Street, across from Farr Street;

LEGAL DESCRIPTION:

Lots 14 and 15, Block T, Miles Addition



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 3, 2016

Item type: Consent Item

Caption:

Second reading and consideration of adopting an Ordinance approving a request for Case Z16-02 from Bryan Burger to authorize a Rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, on 1.30 acres generally located at the corner of Knickerbocker Road and South Jackson Street (J. James)

Summary/History:

According to Zoning maps dating as far back as 1954, the subject property has always been zoned for light manufacturing use (M-1). The subject property contains a single-story, 9,000-square-foot bank building with a drive-thru component that was constructed in 1974, according to CAD records. No zone changes, variances, plats or special exceptions are associated with the subject property. The applicant, Brian Burger of Burger Engineering, is requesting approval of an application to rezone the subject property from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District to facilitate the proposed development of a fast food restaurant with a drive-thru.

Approval of the request would constitute neither a spot zone nor a strip zone. Similar zoning exists to the south, east and north of the subject property. Furthermore, the proposed zone change request will be consistent with the underlying "Commercial" Future Land Use (FLU), as dictated under the City's Comprehensive Plan, and it will be in character with ongoing growth and land use patterns along Knickerbocker Road.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------|-----------------------------|
| 1. | Staff Report | Z16-02_CC_Staff_Report.docx |
| 2. | Draft Ordinance | Z16-02_Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Tina Carriger	Approved

Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval

STAFF REPORT



City Council

Meetings:

April 19, 2016
May 3, 2016

From:

Jon James, AICP
Director of Planning and Development Services

Through:

Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case:

Z16-02; Burger

Request:

A request for approval of a Zone Change from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District

Location:

1609 Knickerbocker Road; generally located at the east-northeast corner of Knickerbocker Road and South Jackson Street

Legal

Description:

1.30 acres out of the J. McNeese Survey, No. 176.25, Abstract no. 1641, Tom Green County, TX

Size:

1.30 acres

General Information

Future Land Use:	Commercial
Current Zoning:	Light Manufacturing (ML)
Existing Land Use:	Vacant Commercial Building (Former Citibank)

Surrounding Zoning / Land Use:

North:	General Commercial (CG)	Knickerbocker Road; Retail/Service (Restaurant)
West:	Light Manufacturing (ML)	South Jackson Street; Retail/Service
South:	General Commercial (CG)	Surface parking for a non-residential (retail/service) use
East:	General Commercial (CG)	Retail/Service (Restaurant)

District: SMD #5 – Elizabeth Grindstaff

Neighborhood: ASU – College Hills

Thoroughfares/Streets:

Knickerbocker Road (FM 584) is defined as an Urban “Major Arterial Road” in the City’s Master Thoroughfare Plan (MTP), and is under TX-DOT jurisdiction. Urban Arterial Roads are designed to connect Collector Streets to freeways and other arterials that carry large volumes of traffic at high speeds and typically require a minimum right-of-way width of eighty feet and a minimum paving width of 64 feet. Knickerbocker Road has an existing right-of-way of 110 feet and an existing paving width of 86 feet, in compliance with the MTP.

South Jackson Street is classified as a “Major Collector Street” in the MTP and is designed to carry traffic at moderate speeds to connect arterials with local streets. South Jackson Street requires a right-of-way width of 60 feet and a paving width of 50 feet. The existing right-of-way is 80 feet, in compliance with the MTP. The portion of South Jackson Street lying south of Knickerbocker Road is 64 feet, which is more than what would be required per the MTP.

History and Background:

According to zoning maps dating as far back as 1954, the subject property has always been zoned for light manufacturing use (M-1). The subject property contains a single-story, 9,000-square-foot bank building with a drive-thru component that was constructed in 1974, according to CAD records. No zone changes, variances, plats or special exceptions are associated with the subject property. The applicant, Brian Burger of Burger Engineering, is requesting approval of an application to rezone the subject property from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District to facilitate the proposed development of a fast food restaurant with a drive-thru. Details on the CG

Zoning District, including development standards and allowable land uses, are furnished with this report.

Approval of the request would constitute neither a spot zone nor a strip zone. Similar zoning exists to the south, east and north of the subject property. Furthermore, the proposed zone change request will be consistent with the underlying “Commercial” Future Land Use (FLU), as dictated under the City’s Comprehensive Plan, and it will be in character with ongoing growth and land use patterns along Knickerbocker Road.

Analysis:

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*

The proposed zone change from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District appears to be compatible with a Future Land Use (FLU) designation of “Commercial” in this location. Commercial uses, according to the Comprehensive Plan, are often single-use centers consisting of large retail and office clusters that seek visibility and convenient access offered by frontage along the major street network. The uses within the Commercial Future Land Use area often draw from the larger regional area, thus necessitating their siting. This is evidenced by the properties surrounding the subject area, many of which include fast food and sit-down restaurants that provide services to nearby multi-family developments as well as students and employees from nearby Angelo State University. Additionally, the subject property is adjacent to both South Jackson Street (Major Collector) and Knickerbocker Road (Major Arterial), each of which is designed to accommodate significant traffic volumes.

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

The subject area is square in configuration, relatively flat and oriented in a southeast-to-northwest manner. The property contains reverse frontage along both Knickerbocker Road (220 feet) and South Jackson Street (259 feet). The CG Zoning District allows for both office uses and retail sales/service uses, including banks, restaurants, grocery and convenience stores, as a matter of right, unlike the current ML zoning which will require Conditional Use Permit approval to facilitate the proposed fast food restaurant use. The subject property meets or exceeds all development standards of the CG Zoning District regarding minimum lot areas, widths, and depths. As this redevelopment will involve the demolition of the existing vacant bank building,

the developer must adhere to prescribed parking, vehicle stacking and building siting requirements as prescribed by the CG Zoning District. As the subject property is being redeveloped, an approved and recorded plat will be necessary to file an application for a building permit.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*

The proposed CG Zoning District will be compatible with both the underlying Commercial Future Land Use and the surrounding area. As indicated above, the property is surrounded by numerous commercial properties which include fast food and sit-down restaurants that provide services to nearby multi-family developments as well as students and employees from the Angelo State University campus. The subject property will be located along two principal roadways which are designed to accommodate significant traffic volumes.

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

Although a significant portion of the southeast side of Knickerbocker Road has been zoned for manufacturing uses as far back as 1954, much of this type of light industrial and manufacturing development has been limited to northeast and south of the Texas-Pacifico rail line at the Knickerbocker Road grade crossing. Outside of occasional pockets of ML-type development in the area, the remaining balance of Knickerbocker Road contains conventional commercial and office strip and pad development as well as multi-family and hotel development, primarily in response to the University and the Community Medical Center hospital, both of which abut Knickerbocker Road. As a result, there has been substantial zone change activity along Knickerbocker Road southwest of the rail crossing as well as an indeterminable allowance of commercial and office uses within existing ML-zoned properties. One might conclude that there are no reasonable expectations for appreciable manufacturing and light industrial growth along Knickerbocker, southwest of the Texas-Pacifico grade crossing.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*

Effects on the natural environment should prove negligible. Given that the building was constructed prior to 1980, any subsequent demolitions on the premises will require certification by a licensed professional that hazardous material mitigation measures are adequately provided, if applicable. The zone change will not alter or minimize this requirement. Subsequent redevelopment will require building permits that will also

include signage, traffic, grading and drainage, and storm water containment reviews to mitigate any adverse area impacts.

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

The property is presently underutilized as the former tenant has left the local market, and the building has stood vacant for quite some time. There may be a community need for a CG Zoning District given the property's current underutilization and its adjoining access onto major roadways such as Knickerbocker Road and South Jackson Street. The location is strategic to meeting the needs of several customer and neighborhood bases such as hotel visitors, area residents, employees, and students.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*

The change to a CG Zoning District is consistent with commercial and office use patterns along Knickerbocker Road southwest of the Texas-Pacifico grade crossing. The subject property is located along two major roadways and close to an academic activity center, Angelo State University. The property is surrounded by numerous commercial retail and service uses, which include fast food and sit-down restaurants that provide goods and services to nearby multi-family residents and hotel occupants as well as students and employees from the University campus.

Notification:

On March 8, 2016, eleven (11) notifications were mailed out to property owners of record within a 200-foot radius of the subject area. To date, Staff has received one (1) response in favor of, and zero (0) responses in opposition to the request. There was one (1) inquiry as to the type of development to be facilitated by the zone change.

Recommendation:

At the March 21, 2016, public meeting, the Planning Commission reviewed and considered this matter. Below is an excerpt of the minutes from that meeting:

David Stallworth, Principal Planner, provided a brief synopsis of the case. Mr. Stallworth indicated the location for the subject area and showed existing site conditions as well as various perspectives of the surrounding area. Mr. Stallworth concluded his presentation with a recommendation of approval, along with his basis for the recommendation. Chairperson Preiss opened the public hearing. With no public input, Chairperson Preiss closed the public hearing and opened the floor for a Motion. Commissioner Smith made a Motion to APPROVE

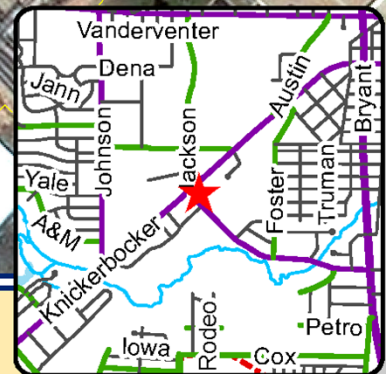
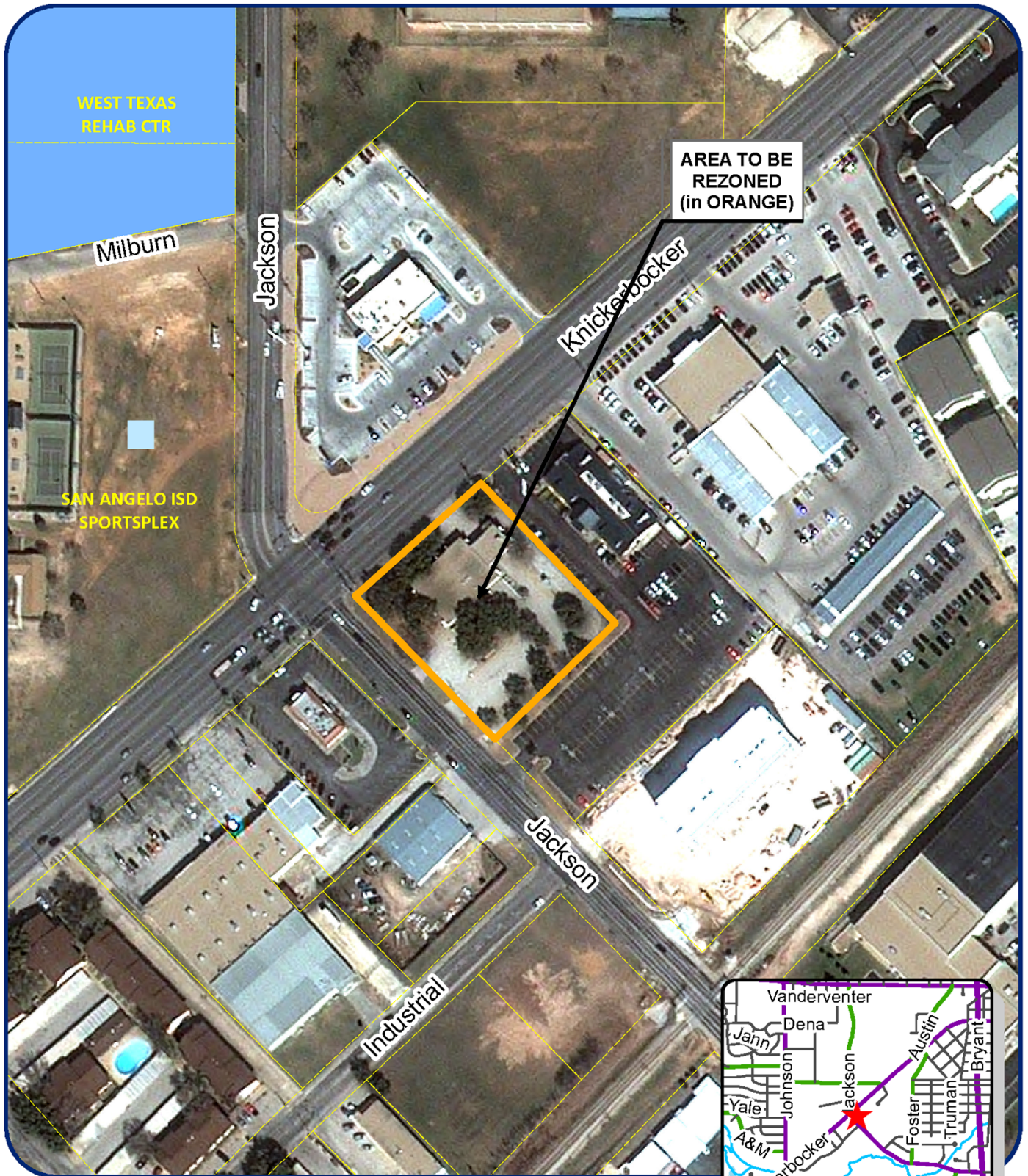
the request, and Commissioner Jackson seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff's recommendation is for the City Council to **APPROVE** Case Z16-02, a request for a Zone Change from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District.

Attachments:

Project Area Maps (Aerial, Future Land Use, Zoning)
Major Thoroughfare Map
Notification Map
Applicant Correspondence
Metes-and-Bounds Description/Survey
Excerpt of CG Permitted Uses and Provisions
Site-related and Area Imagery



Zoning Case File

Case Z16-02, Burger

Council District: Elizabeth Grindstaff

Neighborhood: ASU/College Hills

Scale: 1 inch :: 200 feet

Legal Desc.: 1.30 AC out of the J McNeese Survey 0176.25, Abs-1641

Legend

Subject Properties:

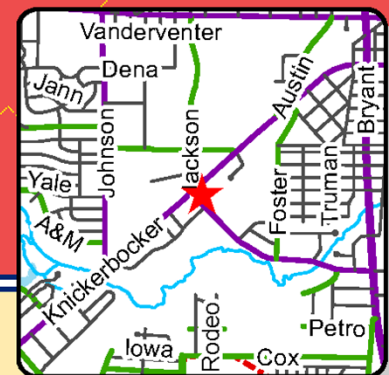
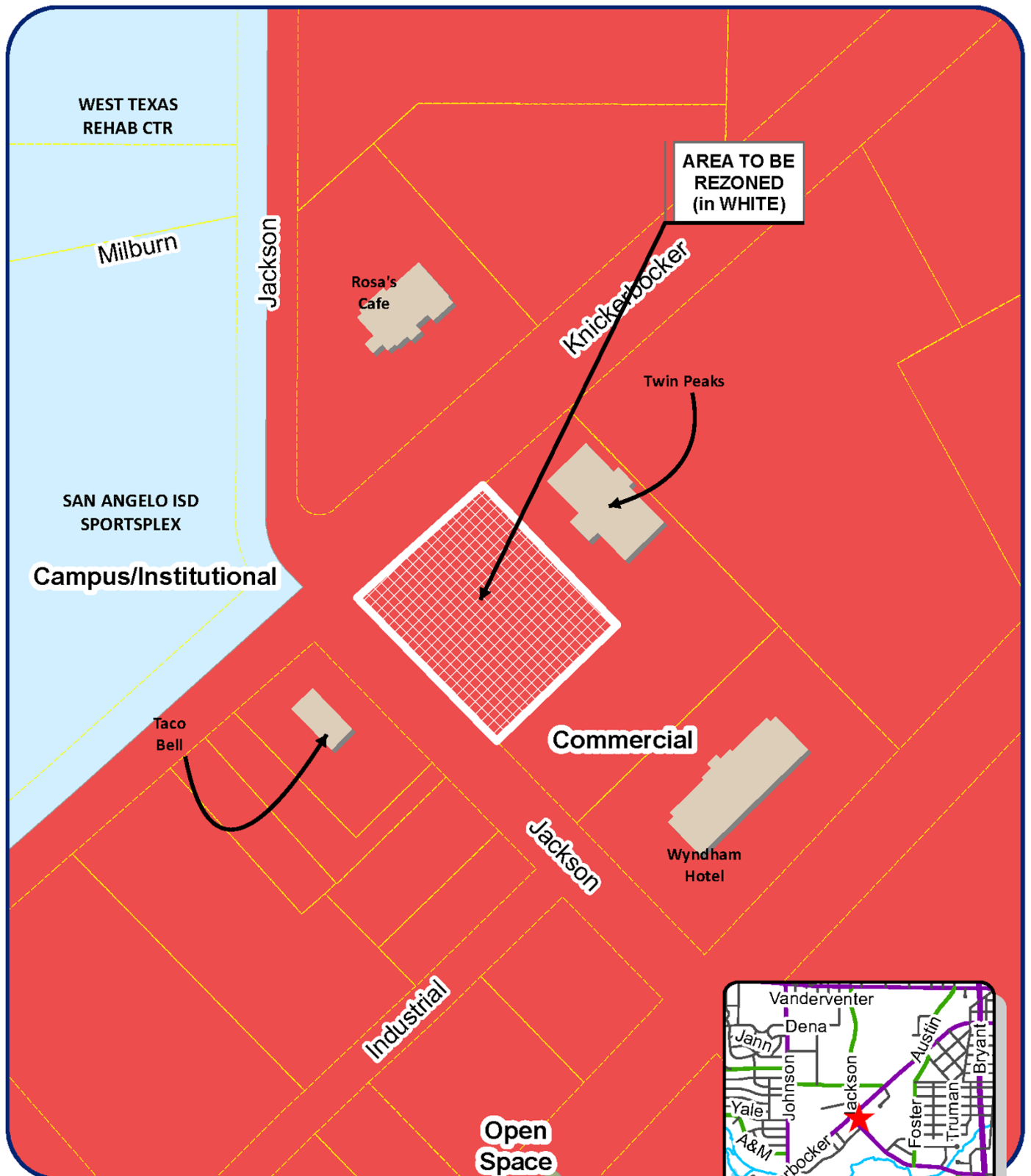
Current Zoning: **ML**

Requested Zoning Change: **CG**

Vision: **Commercial**

N





Zoning Case File

Case Z16-02, Burger

Council District: Elizabeth Grindstaff

Neighborhood: ASU/College Hills

Scale: 1 inch :: 200 feet

Legal Desc.: 1.30 AC out of the J McNeese Survey 0176.25, Abs-1641

Legend

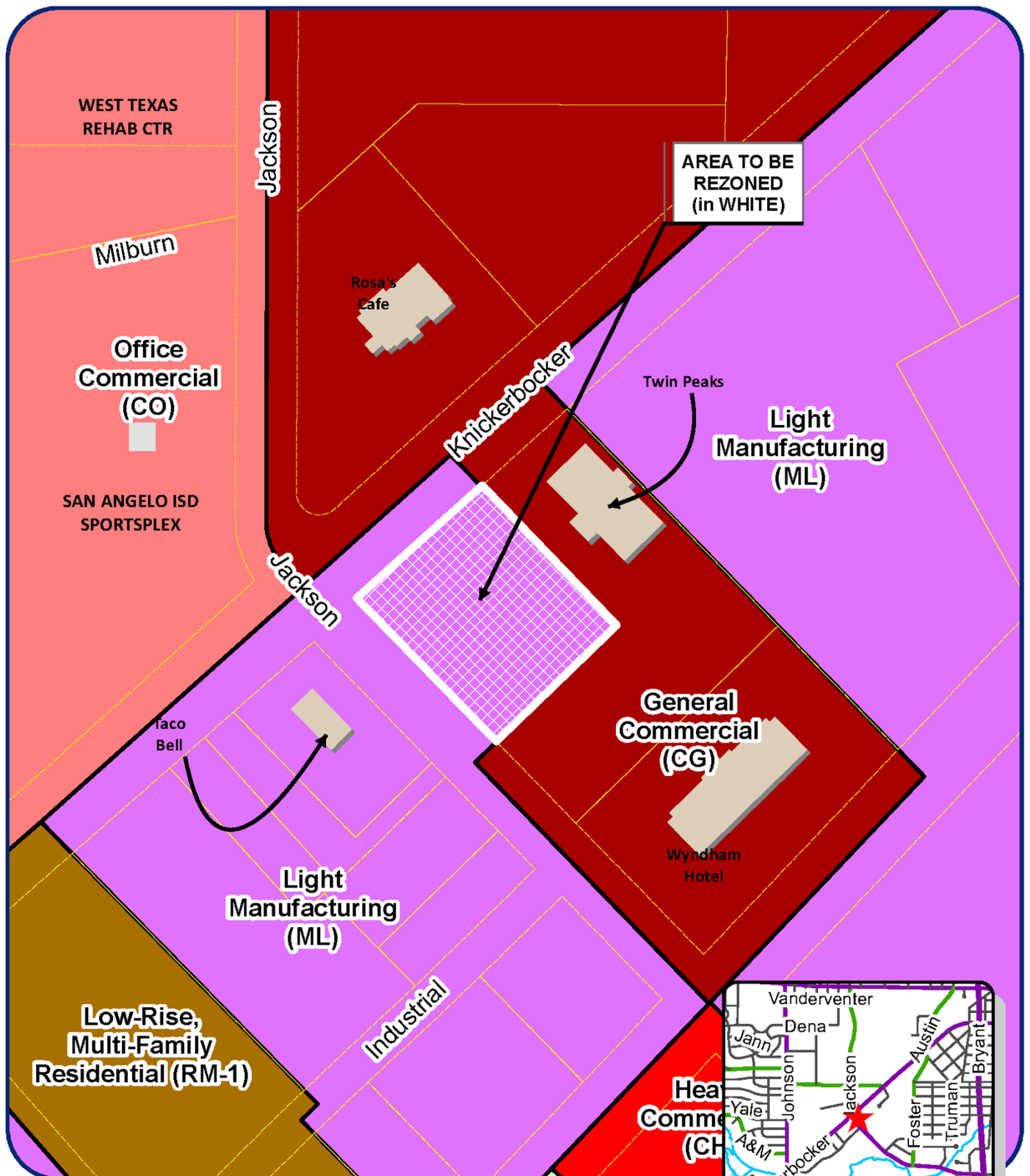
Subject Properties:

Current Zoning: **ML**

Requested Zoning Change: **CG**

Vision: **Commercial**





Zoning Case File

Case Z16-02, Burger

Council District: Elizabeth Grindstaff

Neighborhood: ASU/College Hills

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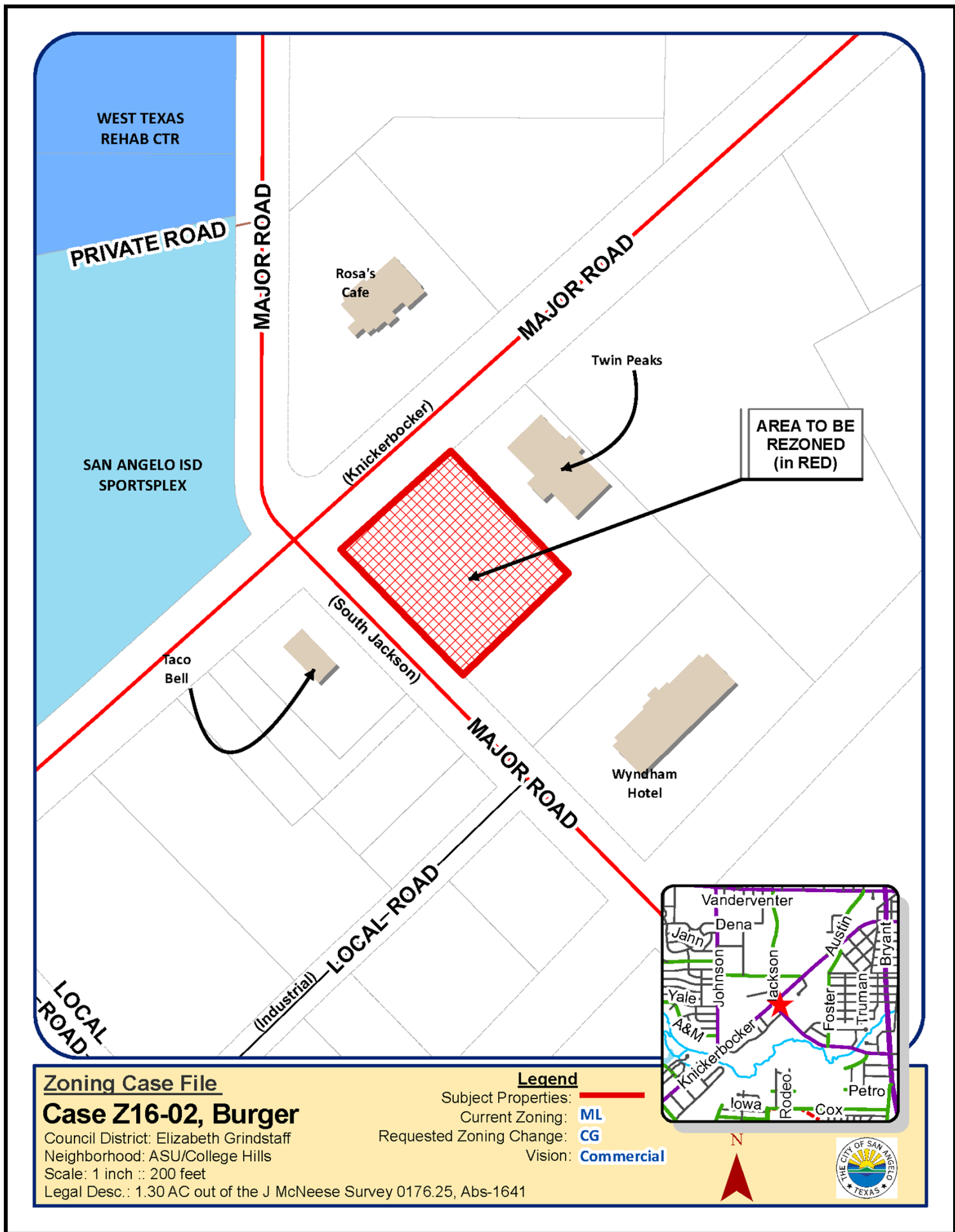
Subject Properties:

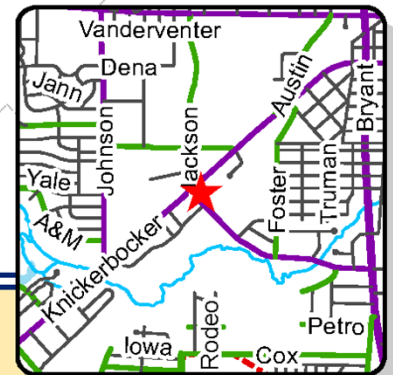
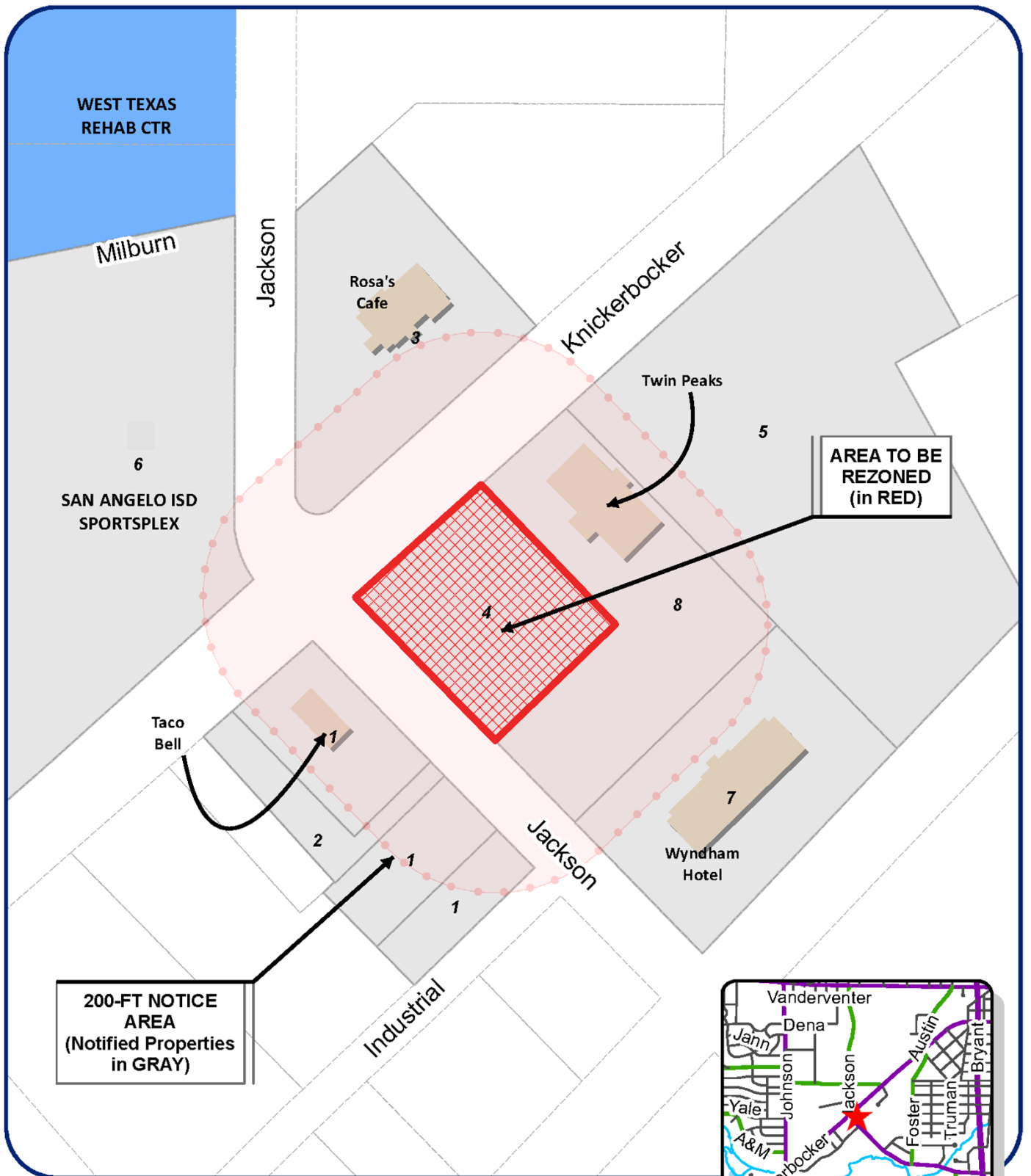
Current Zoning: **ML**

Requested Zoning Change: **CG**

Vision: **Commercial**







Zoning Case File

Case Z16-02, Burger

Council District: Elizabeth Grindstaff

Neighborhood: ASU/College Hills

Scale: 1 inch :: 200 feet

Legal Desc.: 1.30 AC out of the J McNeese Survey 0176.25, Abs-1641

Legend

Subject Properties: —

Current Zoning: ML

Requested Zoning Change: CG

Vision: Commercial



B | **BURGER**
ENGINEERING
Civil Consultants

February 25, 2016

Mr. David Stallworth
Planning & Development Services
City of San Angelo
52 West College Avenue
San Angelo, Texas 76903

Re: Requested Zoning Change
1609 Knickerbocker Road
San Angelo, Texas 76904
B.E. No. 013-196

Dear Mr. Stallworth,

Our client is requesting a zoning change at the above referenced address from ML (Light Manufacturing) to CG (General Commercial) to be consistent with the zoning districts currently surrounding the property. The properties to the north, south, and east are currently zoned CG (General Commercial). The existing bank building located at this address is intended to be demolished and the site re-developed with a dine-in and drive-through restaurant. The rezoning of this property would allow for the development of a dine-in and drive-through restaurant consistent with other developments in the area.

Please contact our office if you have any questions or comments.

Sincerely,



Bryan M. Burger, P.E.

BRYAN M. BURGER, P.E.

17103 Preston Road, Suite 180N | Dallas, Texas 75248 | Office: 972.630.3360 | Fax: 972.630.3380

B

Being an area of 1.292 acres of land, more or less, out of John McNeese Survey No. 176-114, Abstract No. 1641, City of San Angelo, Tom Green County, Texas, and being all of that 3.207 acre tract of land conveyed to San Angelo Savings Association by deed dated March 30, 1972, recorded in Volume 590, Page 419, Deed Records, Tom Green County, Texas, save and except the south part of said tract conveyed to H & M Enterprises by deed dated May 4, 1994 recorded in Volume 429, Page 713, Official Public Records, Tom Green County, Texas, said 1.292 acre tract of land being further described as follows:

Beginning at a 1/2" iron rod found in the southeast right-of-way line of Knickerbocker Road, for the west corner of a called 2.129 acre tract of land described and recorded in Instrument No. 201500809, Official Public Records, Tom Green County, Texas, for the north corner of this herein described 1.292 acre tract;

Thence along the southwesterly boundary of said 2.129 acre tract, S. 44°25'00" E. a distance of 254.37 feet to a 1/2" iron rod found for a corner of said 2.129 acre tract and the east corner of this herein described 1.292 acre tract;

Thence continuing along the southwesterly boundary of said 2.129 acre tract,

S. 45°35'00" W. a distance of 217.40 feet to a 1/2" iron rod found in the northeast right-of-way line of South Jackson Street, for the southwest corner of said 2.129 acre tract and the south corner of this herein described 1.292 acre tract;

Thence along the northeast right-of-way line of South Jackson Street, N. 44°25'00" W. a distance of 263.29 feet to a point at the intersection of the southeast right-of-way line of Knickerbocker Road and the northeast right-of-way line of South Jackson Street, for the west corner of this herein described 1.292 acre tract, from which a 1/2" iron rod found bears N. 89°43'12" W. a distance of 0.34 feet;

Thence along the southeast right-of-way line of Knickerbocker Road, N. 47°56'00" E. a distance of 217.58 feet to the place of beginning and containing an area of 1.292 acres of land.



Planning Division
72 W. College Ave.
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

PLANNING DIVISION

GENERAL COMMERCIAL (CG) ZONING DISTRICTS

Allowed Uses:

- Group living
- Alcohol and drug recovery facility
- College
- Public, nonprofit, or charitable uses providing service to the community
- Day care for children or adults
- Meeting areas for religious institutions
- Public safety and emergency services
- Schools
- Auto and boat dealer
- Bed & breakfast
- Business, government, professional, medical or financial offices
- Commercial parking
- Retail sales
- Self-service storage
- Vehicle service (performed while the customer waits)
- Vehicle wash
- Small animal veterinary clinic
- Personal service-oriented business
- Entertainment-oriented business
- Repair-oriented business
- Restaurants
- Manufacturing Craft Work by Artisan

Conditional Uses:

- Hospital
- Alcoholic beverage sales for on-site consumption
- Game hall
- Equipment rental
- Vehicle repair
- Warehouse and freight movement
- Waste-related uses
- Wholesale trade
- Passenger terminals

These uses are allowed with the approval of a "conditional use" by the Planning Commission. Applications for a conditional use may be completed through the Planning Division. The Development handout titled "Conditional Uses" gives a thorough explanation of the process.

Special Uses:

- Detention facilities
- Facilities for golf, including practice areas
- Campground and/or Recreational Vehicle park
- Outdoor and entertainment recreation
- Major entertainment event
- Firearms range
- Any use which the Planning Commission and the City Council deem appropriate as a transition between zoning districts

These uses are allowed with the approval of a "special use" by the Planning Commission and the City Council. Applications for a special use may be completed through the Planning Division. The Development handout titled "Special Uses" gives a thorough explanation of the process.

DEVELOPMENT SERVICES DEPARTMENT
Planning is a Division of the Department of Development Services



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PLANNING DIVISION

Setbacks refer to the distance that a structure must be 'set back' off of the appropriate property line. For example, the front setback of 25 feet means that the front wall of the structure must be separated by at least 25 feet from the front property line of the lot. This 25 feet must be open and unobstructed, except for the following exceptions: (1) projection of window sills, belt courses and other ornamental features for a distance of 12 inches or less; (2) projection of chimneys and flues for a distance of 3 ½ feet or less; (3) projection of eaves and awnings for a distance of 2 feet or less; and (4) open or lattice-enclosed fire escapes and fireproof outside stairs, for a distance of 3 ½ feet or less.

Maximum Floor Area Ratio: 2.0

The maximum floor area ratio refers to the gross floor area of all buildings on the lot divided by the total area of the lot.

Minimum Lot Size: 6,000 square feet

Off-Street Parking: Off-street parking requirements are determined by the use of the property and other related factors. For specific calculations, angles, shared parking requirements and other questions, consult with the Planning Division at 657-4210.

Off-Street Loading: A minimum of one space is required
For industrial and commercial uses, one additional space for each additional 40,000 square feet or major fraction thereof
For institutional uses, one additional space for each additional 60,000 square feet or major fraction thereof

Outdoor Storage: Type 1, Outdoor Display, is allowed; Type 1 allows for display adjacent to a principal building wall and extending to a distance no greater than 5 feet from the wall. This storage may not block windows, entrances or exits, or impair the ability of pedestrians to use the building.

DEVELOPMENT SERVICES DEPARTMENT

Planning is a Division of the Department of Development Services

IMAGERY OF THE SUBJECT PROPERTY (Knickerbocker Road Frontage)



SIDE IMAGERY OF THE SUBJECT PROPERTY (South Jackson Frontage)



LOOKING SOUTH OF THE SUBJECT PROPERTY (Wyndham Hotel)



LOOKING NORTH OF THE SUBJECT PROPERTY



LOOKING WEST ALONG KNICKERBOCKER ROAD



LOOKING EAST ALONG KNICKERBOCKER ROAD



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: **1609 Knickerbocker Road (former Citibank building), generally located at the corner of Knickerbocker Road and South Jackson Street, and described as 1.30 acres out of the J. McNeese Survey, no. 176.25, Abstract no. 1641, City of San Angelo, Tom Green County, Texas, a request for approval of a Zone Change from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District;** PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

RE: Z16-02: BURGER

WHEREAS, the Planning Commission for the City of San Angelo and the City Council for the City of San Angelo, in compliance with the charter and the state law with reference to zoning regulations and a zoning map, have given requisite notice by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners and persons interested, generally, and to persons situated in the affected area and in the vicinity thereof, is of the opinion that zoning changes should be made as set out herein; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: That the Zoning Ordinance for the City of San Angelo, as codified under Chapter 12, Exhibit "A" of the Code of Ordinances on January 4, 2000, and the Official Zoning Map, all heretofore adopted by the City Council, shall be amended insofar as the property hereinafter described:

1609 Knickerbocker Road (former Citibank building), generally located at the corner of Knickerbocker Road and South Jackson Street, and described as 1.30 acres out of the J. McNeese Survey, no. 176.25, Abstract no. 1641, City of San Angelo, Tom Green County, Texas, a request for approval of a Zone Change from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, shall henceforth be permanently zoned as follows: General Commercial (CG) Zoning District.

The Director of the Planning and Development Services Department is hereby directed to correct the Official Zoning Map in the Office of the Director of the Planning and Development Services Department, to reflect the herein described changes in zoning.

SECTION 2: That in all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

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

SECTION 4: Any person who violates 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 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

INTRODUCED on the **19th day of April, 2016** and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of May, 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: Morgan Chegwidden, Budget Manager, Budget, 325-653-6291

Meeting Date: May 3, 2016

Item type: Regular Item

Caption:

Second reading and consideration of adopting an ordinance amending the 2015-2016 budget for a capital project - (Presentation by Budget Manager Morgan Chegwidden)

Summary/History:

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

- Auditorium improvements.

Financial Impact:

\$600,000 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------|----------------------------------|
| 1. | Powerpoint | FIN Budget Amendment 5-3-16.pptx |
| 2. | Ordinance | Auditorium Ord.pdf |
| 3. | Exhibit A | Auditorium Exhibit A.pdf |
| 4. | BA Memo | 4.19.16 BA Memo Auditorium.doc |

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



City Council

April 19, 2016



Budget Amendment

	Revenue	Expense
Auditorium	\$600,000	\$600,000





City Council

April 19, 2016



**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 19th day of April, 2016, and APPROVED and ADOPTED on this the 5th day of May, 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 Projects	600,000	600,000	-
	Total	600,000	600,000	-

City of San Angelo
Proposed Budget Amendment
Additional
Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/ (Cost)
Auditorium	Donation	600,000	600,000	-
Total		600,000	600,000	-

Memo

To: Morgan Chegwiddden, Budget Manager

From: Tina Carriger, Finance Director

Date: April 15, 2016

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the additional allocations for the auditorium renovation and expansion project.

Source of Funding:

SAPAC - Additional security pledge due to expected tax credits from the Texas Historical Commission
\$600,000

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

No. Will be considered by City Council at the April 19, 2016 meeting.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Donations 502-6602-365.40-24	\$5,616,101	\$600,000	\$6,216,101
Auditorium Renovation and Expansion 502-6602-800.07-20	\$9,920,220	\$600,000	\$10,520,220

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: May 3, 2016

Item type: Regular Item

Caption:

Presentation of report from the Chamber of Commerce Economic Development Council and the Convention & Visitors Bureau (CVB) - (Presentation by CVB Vice President Pamela Miller and Chamber Vice President for Economic Development Michael Looney)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------|---|
| 1. | Chamber Presentation | Chamber - City Council new pp 1st quarter 2016.pptx |
| 2. | CVB Presentation | city council new pp 1st quarter 2016.pptx |

Presentation:

Approvals/Reviews:

Bryan Kendrick	Created/Initiated
Becky Dunn	Approved
Bryan Kendrick	Final Approval



San Angelo Chamber of Commerce

Marketing & Recruitment

City Council Report

May 3, 2016

Marketing & Recruitment Services

February, March, April 2016

TASK 1 – Employer Recruitment Activities – Trade shows

- **Design 2 Part** Manufacturing and fabrication trade show in Dallas, Texas
February 24-25
- Focused interaction with 20 component manufacturers
- Two companies expressed interest in the San Angelo Market
- NAICS 311-339



TASK 1: Marketing & Recruitment Services

February, March, April 2016

TASK 1 – Employer Recruitment Activities – Trade shows

- **Petfood Forum** trade show in Kansas City, MO April 19-21
- Interacted with over 100 pet food manufacturers
- Several companies expressed interest in exploring opportunities to work with local livestock producers and requested workforce and facility information
- **Met with Project Chew owner to review facilities needs, workforce, and plan a second June 2016 tour with company management**
- NAICS 311



TASK 1: Marketing & Recruitment Services

February, March, April 2016



TASK 1: Marketing & Recruitment Services

February, March, April 2016

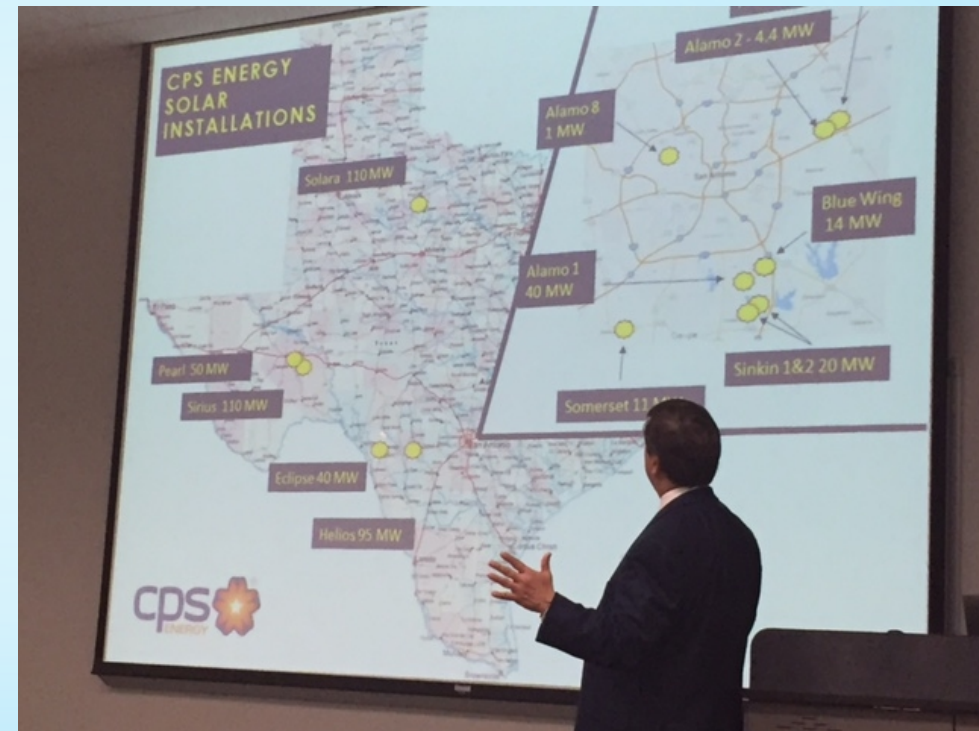
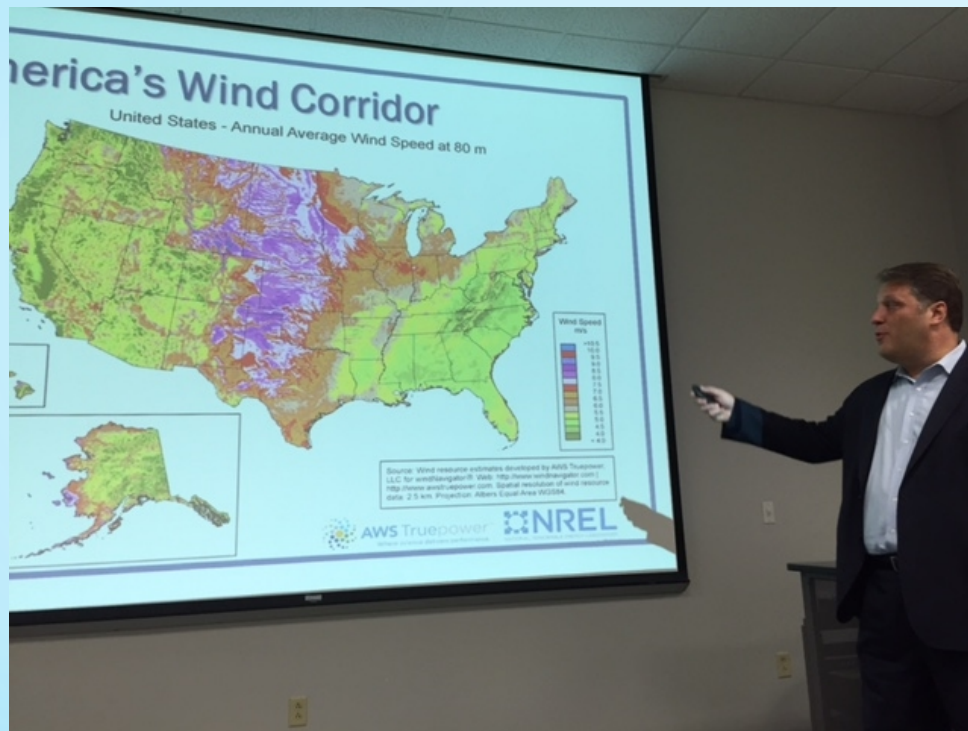
TASK 1 A & B– Employer Recruitment Activities – Trade shows/PR/Market Promotion

- **8th Annual Transmission Summit**, San Angelo, TX January 20-21
Guest Speaker and sponsor
- Hosted 42 attendees to San Angelo including companies from California, Idaho, Oklahoma, Arkansas, New Mexico and Missouri
- Made connections with several power transmission equipment companies and toured several through San Angelo
- Discussed expansion possibilities with some companies
- NAICS 221

TASK 1: Marketing & Recruitment Services

February, March, April 2016

8th Annual Transmission Summit



TASK 1: Marketing & Recruitment Services

February, March, April 2016

TASK 1 A & B– Employer Recruitment Activities – Trade shows/PR/Market Promotion

- **8th Annual Southwest Energy Roundtable**, San Angelo, TX
April 5-6
- Hosted 29 attendees and experts in renewable energy
- Solar, Wind, Nuclear Fuel facilities and Natural Gas
- Showcased the San Angelo market
- Toured guests around city
- Established access to top alternative energy corporate leaders

TASK 1: Marketing & Recruitment Services

February, March, April 2016

8th Annual Southwest Energy Roundtable



TASK 1: Marketing & Recruitment Services

February, March, April 2016

TASK 1 – Employer Recruitment Activities – CITY VISITS

- **PROJECT CHEW** – Direct meeting with owner. Estimate 40 initial employees with 100 in two years. Second tour will be in June. NAICS 311
- **PROJECT SOUTH** – Planning site tour with leadership of large mechanical and fabrication company located throughout the eastern United States. First tour will be in June. NAICS 311
- **PROJECT FLORIDA CALL** – Planning site tour with site selector and company leadership in July or August. Estimate 200-300 employees. NAICS 56142

TASK 1: Marketing & Recruitment Services

February, March, April 2016

TASK 1 – MARKETING PROPOSAL REQUESTS FROM OUT OF STATE

- **Responded to 5 Market and Site Location Requests**
- **CUSTOM PRINTING COMPANY**
- **SPECIALITY CHEMICAL MANUFACTURER**
- **SOLID STATE MEMORY MANUFACTURER**
- **CONSTRUCTION COMPANY**
- **ALUMINUM COMPONENT FABRICATOR**

WHAT'S THE DEAL WITH SAN ANGELO, TEXAS?
...IT'S A 100,000 PERSON CITY WITH
BRAINS AND WORK ETHIC. THAT'S WHAT.



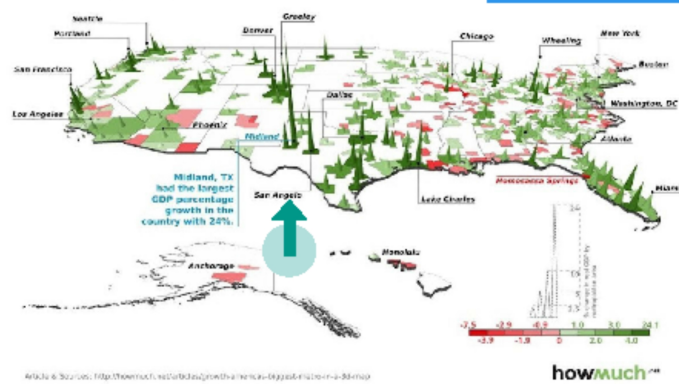
AND NO, IT'S NOT OIL COMPANY RELIANT AT
ALL...EVEN THOUGH WE
LOVE OURS

WE HAVE 12 DISTINCT ECONOMIC SECTORS
RANGING FROM INNOVATIVE HEALTHCARE
MANUFACTURING TO INDUSTRIAL STEEL
COMPONENTS DESIGN AND CREATION

THE
SAN ANGELO
TEXAS
ECONOMIC
SURGE
11.4%

OUT OF 381 METRO AREAS, SAN ANGELO, TEXAS RANKED
SECOND WITH AN 11.4% INCREASE IN YEAR-OVER-YEAR
GROWTH IN 2014*

Visualizing Growth in U.S.
Take a look at America's Economic Growth



MICHAEL LOONEY
SAN ANGELO CHAMBER OF COMMERCE
CELL (325) 234-3376 MICHAEL@SANANGELO.ORG



AMAZING MANUFACTURING FACT:
DID YOU KNOW THAT MOST OF THE SUTURES MADE IN THE USA ARE MADE BY ETHICON, A
SUBSIDIARY OF JOHNSON & JOHNSON? WHERE? ...IN SAN ANGELO, TEXAS

TASK 2 – MARKET PROMOTION TRADE & INDUSTRY JOURNAL

JANUARY & FEBRUARY ISSUE

BIOTECH, PHARMA, MEDICAL MANUFACTURING, AGRICULTURE & FOOD PROCESSING ISSUE

25,000 COPIES MAILED TO SITE CONSULTANTS AND CORPORATE REAL ESTATE EXECUTIVES

RESULTED IN CONTACT FROM CALIFORNIA-BASED PLASTICS PARTS MANUFACTURER



TASK 7 – Goodfellow Air Force Base Joint Community Partnership

CHAMBER CO-LEAD COMMUNITY PARTNERSHIP UPDATE

- **MOU TOTAL – 12**
- **MOUs SIGNED – 6**
- **MOUs In Legal - 6**



TASK 7 – Goodfellow Air Force Base Joint Community Partnership – MOU SIGNING





San Angelo Convention & Visitors Bureau City Council Report

May 3, 2016

CONVENTION ACTIVITIES

SAN ANGELO CONVENTION & VISITORS BUREAU

2016 1ST Quarter January – March

- ASSISTED WITH 9 CONVENTIONS, MEETINGS, SPORTING EVENTS OR MOTOR COACH TOURS
- PROJECTED ATTENDANCE: 24,650
- PROJECTED ROOM NIGHTS: 1,363
- AVERAGE LENGTH OF DAYS SPENT: 3 DAYS

TOTAL ECONOMIC IMPACT: \$4,771,900

Advertising

- PRINT
- ON-LINE
- TELEVISION
- TEXAS CABLE
- SOCIAL MEDIA

2,694 Requests from advertising



Christmas at Old Fort Concho. December 4 - 6

Holiday festival with ongoing entertainment, children's programs, living history, displays, food, beverage, shopping, a Frontier Dance & Concert all on the site's historic 40 acres & inside all 24 buildings.

Concho Christmas Celebration. December 5 - 31

Drive 2.5 miles along the banks of the beautiful Concho River through the "Tour of Lights." Featuring over 3 million lights in a number of holiday displays. Donations accepted.

San Angelo Stock Show & Rodeo. February 5 - 19

One of the nation's top events held annually in San Angelo. This rodeo is one of the world's largest in contestant entries and is purposely designed to bring only the best in cowboys, broncs and bulls to each of its performances.

Downtown Art Walk. Third Thursdays of each Month

Features a variety of galleries, art exhibits, restaurants, merchants, museums, library exhibits and music venues. Free trolley stops along the way from 5:00 pm - 9 pm.

SAN ANGELO
Downhome ~ Uptown ~ Goodtimes
CONVENTION AND VISITORS BUREAU

For more events please visit www.VisitSanAngelo.org

SAN ANGELO

Downhome ~ Uptown ~ Goodtimes



Always a Good Time...

WWW.VISITSANANGELO.ORG



Seven Princesses... and a Bear!

March 4 - 5
at PaulAnn Baptist Church
Presented by
The San Angelo
Civic Ballet



Texas Independence Celebration

March 5
San Angelo Pavilion at the Paseo
BBQ Cook-Off, Arts & Crafts,
Poker Run, Custom Car &
Hot Rod Show, Live Music
Free Admission!



The Crazy Desert Trail Race 5

March 12
San Angelo State Park
10K, 1/2 Marathon,
50K, Full Marathon



Ladies Living History Conference

March 11 - 13
Fort Concho
630 S. Oakes
Special Programs and Classes to
Celebrate the Role of Women on
the Western and Military Frontier

SAN ANGELO

Downhome ~ Uptown ~ Goodtimes
CONVENTION AND VISITORS BUREAU

FOR MORE EVENTS PLEASE GO TO WWW.VISITSANANGELO.ORG

So Many Sports...



So Little Time...

MAKE IT A HOLE IN ONE..... SAN ANGELO CONVENTION & VISITORS BUREAU

- Fishing / Boating / Water Sports
- Lake Nasworthy / Concho River
- Private / Public Golf Courses
- SASA Adult / Youth Soccer Complex
- Angelo State University / SAISD state-of-the-art sports facilities
- Lighted Skate Parks
- San Angelo Clay Bird Association
- Lighted Tennis Facilities
- Hunting / Ranch Leases
- Archery / 3-D
- Pickle Ball Courts
- San Angelo State Park
- Stadium Lanes
- Lighted Texas Bank Sports Complex
 - 10 Multi-Purpose Fields
 - 10 Adult / Youth Softball Fields
 - 15 Baseball Fields
- 1st Community Federal Credit Union Spur Arena / S.A. Stock Show & Rodeo Fairgrounds



CONTACT

JENNI CAMPBELL
DIRECTOR OF SPORTS SALES
JENNI@SANANGELO.ORG

SAN ANGELO
Downhome ~ Uptown ~ Goodtimes
CONVENTION AND VISITORS BUREAU

www.VisitSanAngelo.org • 325-655-4136



Uptown, Downhome or Just Good Times, San Angelo, Texas has it all....

**The San Angelo Convention & Visitors Bureau offers
Full Service Attention with West Texas Charm!**

- 1000 New Hotel Rooms
- Meeting & Banquet Facilities assistance
- Themed day trip itineraries available
- Complimentary name tags and welcome packets with visitors information for all attendees

Attractions:

- Water & Outdoor Recreation
- Historic Fort Concho
- San Angelo Museum of Fine Arts
- International Waterlily Garden
- Historic Downtown
- Cactus Hotel
- Miss Hattie's Bordello Museum
- Old Chicken Farm Art Center
- Home to Angelo State University
- San Angelo Performing Arts Center
- McNease Convention Center
- Bill Aylor River Stage
- Exceptional Golf Courses

Let us roll out the red carpet for "Ewe"



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Downhome ~ Uptown ~ Goodtimes
CONVENTION AND VISITORS BUREAU

325-655-4136 WWW.VISITSANANGELO.ORG

1st Quarter

Media Sites and Assists

- AUTHENTIC TEXAS
- TRAVELHOST

AUTHENTIC
TEXAS
 THE HERITAGE MAGAZINE OF TEXAS

+ PRESIDENTIAL LIBRARIES
LA INDIA SPICE COMPANY
LADY BIRD WILDFLOWER CENTER
WORLD'S LARGEST RATTLESNAKE ROUNDUP

Vintage BASE BALL
Doug Harman on the CHISHOLM TRAIL

100% CERTIFIED PRIME TEXAN

Since 1983, TOM PERINI has been serving up unforgettable mesquite-smoked steak to visitors and Presidents alike

ISSUE ONE / SPRING 2016



San Angelo

West Texas arts and culture

FUN EVENTS and opportunities abound in San Angelo this spring. Take a ride on the *Tule Princess*, the only remaining rocker-stern, single-piston steam engine boat in North America, as it tours Lake Newberry. Those familiar with the classic movie *The African Queen* might enjoy riding the same type of boat that carried Humphrey Bogart and Katharine Hepburn. Celebrate Texas Independence Day on March 5 at the city's **Pavilion on the Pecos** with a barbecue competition, bike and car show, and Texas Artists Competition, with more than 80 different arts and crafts vendors. In a few short years, this event has grown into one of the largest of its kind in the state. Across the street, walk through 150 years of heritage at Fort Concho, one of the best preserved frontier forts west of the Mississippi. The fort hosts a **Ladies Living History Conference** March 11-13 as well as

VISIT SAN ANGELO
visitsanangelo.org

Frontier Day on April 30. On April 20-24, the fort will host a regional division of the **National Cavalry Competition**, with dozens of riders in period uniforms from the 1800s. In May, celebrate **Cinco de Mayo** at El Paseo de Santa Angela, just south of downtown, hosted by the Southside Lions Club. Entertainment includes plenty of food and drink, a jalapeño eating contest, performances by the San Angelo Aztec Dancers, a truck and bike show and more. With the exception of the *Tule Princess* ride, most of this year's events take place near San Angelo's vibrant downtown and beautiful Concho River, which boasts miles of leisurely walking paths. While in the area, visitors can pop into the **Railway Museum of San Angelo**, the **San Angelo Museum of Fine Arts** and **Miss Harrie's Beedellie Museum**, all within a short stroll of one another.



FULL STEAM AHEAD: The *Tule Princess* is named for the tule reeds that line the shores of Lake Newberry. Spend time at Fort Concho (top) and enjoy the Aztec Dancers (bottom).



COURTESY SAN ANGELO CONVENTION & VISITOR BUREAU

1st Quarter

2016 Visitor Center Sign-Ins

2,136 OUT OF TOWNERS
TOP 10 TEXAS CITIES

- Houston
- Midland
- San Antonio
- Abilene
- Austin
- Lubbock
- Odessa
- Fort Worth
- Del Rio
- Big Spring

1st Quarter 2016

Top 6 Out-of-State

- NEW MEXICO
- WISCONSIN
- CALIFORNIA
- MINNESOTA
- ILLINOIS
- OHIO

1st Quarter 2016

Top International

- CANADA
- GERMANY
- NEW ZEALAND
- TAIWAN
- ITALY
- MEXICO

1st Quarter 2016

- YTD Occupancy -19% at 43%
- Demand +.8
- ADR -27.2% at \$71.71

Current Hotels

33 Properties at 2,821 rooms

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 3, 2016

Item type: Regular Item

Caption:

Update on issuance of Certificates of Obligation and Series 2008 and Series 2009 Refunding Bonds - (Presentation by Finance Director Tina Carriger and Vince Viaille, Specialized Public Finance, Inc.)

Summary/History:

In January 2016, City Council authorized the issuance of Certificates of Obligation to fund \$16,000,000 in street reconstruction and improvements. That debt issue closed on April 7, 2016.

Also, in January, Council authorized the refinancing of Series 2008 and Series 2009 Certificates for a lower interest rate.

Financial Impact:

\$16,000,000 Certificates of Obligation for street reconstruction and improvements

Savings of \$1,782,506 due to refinancing of Series 2008 and Series 2009 Certificates

Other Information/Recommendation:

Attachments:

1. Ref Bond and COs COSA 2016 - Slides on Ref Bond and New Money issue(s) 4-26-2016.pptx

Presentation:

Vince Viaille, Managing Director, Specialized Public Finance, Inc. and Paul Jasin, Managing Director

Approvals/Reviews:

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



City Council

Date



Refunding Bonds

- The City refinanced the Series 2008 and Series 2009 Certificates for a lower interest rate.
- The prior interest rates were between 4.125% and 5.00%. The new refinancing rate is 2.17% (TIC).
- The total savings over the life of the transaction are \$1,782,506.



Certificates of Obligation

- The City issued Certificates of Obligation to fund \$16,000,000 in various capital improvements.
- The Certificates are amortized over a 20 year period at an interest rate of 2.85% (TIC).
- The new Certificates will NOT increase the I&S Tax Rate.
- The City's Bond Ratings were affirmed at "AA" and "AA+".



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 3, 2016

Item type: Regular Item

Caption:

Consider adoption of a resolution authorizing application for financial assistance from the Texas Water Development Board for water and sewer system improvements; and making certain findings in connection therewith (Presentation by Water Utilities Director Bill Riley)

Summary/History:

Due to ongoing drought conditions, the City of San Angelo finds it necessary to consider construction of improvements to the City's waterworks and sewer system. These improvements were approved for application for financing through the Texas Water Development Board. The application for financing to the Texas Water Development Board will be in the amount of \$136,000,000 and if received will be used for the purposes of planning, acquisition, design, and/or construction of improvements to the City's waterworks and sewer system, including a direct potable reuse project which will require an upgrade to the City's wastewater treatment plant, water treatment plant, and construction of transmission facilities from the wastewater treatment plant to the water treatment plant.

This resolution authorizes the City Manager and Director of Finance to provide the appropriate information and execute all necessary documents to facilitate preparing and filing the application for financial assistance. Additionally, it authorizes the execution of contracts for assistance with the preparation and submission of the application with Vince Valle and Paul Jasin, financial advisors; Rodolfo Segura Jr., bond counsel; and Keith Kindle, Engineer. If at any point it is determined that the direct potable reuse project will not be a viable drought strategy, the application process can be terminated without penalty to the City.

Financial Impact:

\$136,000,000 loan from the TWDB if application is authorized and approved.

Other Information/Recommendation:

Staff recommends adoption of the Resolution for SWIFT Funding

Attachments:

- | | | |
|----|------------------------------|----------------------------------|
| 1. | Resolution for SWIFT Funding | Resolution for SWIFT Funding.pdf |
|----|------------------------------|----------------------------------|

Presentation:

Approvals/Reviews:

Allison Strube
Bill Riley
Theresa James

Created/Initiated
Approved
Approved

Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval

RESOLUTION AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD FOR WATER AND SEWER SYSTEM IMPROVEMENTS; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

www.elsevier.com/locate/jmb

[Execution Page Follows]

SIGNED AND SEALED this, the 3rd day of May, 2016.

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

[CITY SEAL]

APPROVED AS TO FORM:

Theresa James, City Attorney

RESOLUTION AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE
TEXAS WATER DEVELOPMENT BOARD FOR WATER AND SEWER SYSTEM IMPROVEMENTS;
AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: AJ Fawver, Planning & Development Administrator, Planning and Development Services, x1542

Meeting Date: May 3, 2016

Item type: Regular Item

Caption:

First Reading and Public Hearing on an ordinance amending Chapter 2, "Administration and Personnel", Article 2.07, "Boards, Committees, and Commissions", Division 10, "Tax Increment Reinvestment Zone Board", and removing Chapter 2, "Administration and Personnel", Article 2.07, "Boards, Committees, and Commissions", Division 11, "Downtown Development Commission" - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

At the July 21st City Council meeting, the Council discussed recommendations from the TIRZ board concerning incentive requests made under the FY15 TIRZ Incentives policy, and emphasized their desire to revisit the policy, bylaws, and ordinance for the TIRZ board. At the September 16th meeting of the TIRZ board, staff presented some proposed changes for consideration. No action was taken. During the December 8th meeting of the DDC, the board discussed the idea of consolidation. At the December 16th meeting of the TIRZ board, the board also discussed this idea of consolidation. Since this meeting, additional discussions have continued amongst the TIRZ members, DDC members, some Council members, and the City staff regarding a proposal to consolidate the TIRZ and the DDC into a single board.

Attached are the current ordinance and current bylaws for this board, with the suggested changes redlined for ease in reading. Below is a brief summary of each of the changes being presented for consideration.

AMENDMENTS TO ORDINANCE – ALL PROPOSED UNTIL AND UNLESS ADOPTED

1. All references to "chairman" are changed to "chair".
2. Article 2, Division 10, Section 2.07.281 – Creation; members

The heading was changed from "Creation; members" to "Organization and Procedure".

The current membership of the board is a total of fifteen (15) members, representing: the City of San Angelo (8), Tom Green County (4), GAFB (1), ASU (1), SAISD (1). The City representatives must include a resident of SMD #2, SMD #3, SMD #4, & SMD #5, as well as three business owners from within the zone. The County representatives must include a property owner within the zone and 2 business owners within the zone.

The proposal would be to reduce the number of members to a total of twelve (12). These members would represent: the City of San Angelo (7), Tom Green County (2), GAFB (1), ASU (1) and SAISD (1). Ownership requirements would not apply. State law only requires representation by the financial participants – in this case, the City and County – and at least 5 but not more than 15 members.

Also proposed for addition to the document are statements specific to removal (consistent with other board and commission ordinances), record keeping (to be done by the City Clerk), and vacancies (related to unexpired

terms and serving until a replacement is appointed.

3. Article 2, Division 10, Section 2.07.282 – Qualifications

One of the two current requirements states that the individual must own real property within the zone, in addition to being a qualified voter of the city.

The proposal would be to strike the first requirement, leaving only the requirements that they are at least 18 years of age and a resident of the County.

4. Article 2, Division 10, Section 2.07.283 – Terms

The terms for the initial appointment of members are proposed to be staggered, to prevent a scenario in which all members' terms are expired at the same time.

5. Article 2, Division 10, Section 2.07.284 – Duties

An addition is proposed, to insert the language that "all action by the board is subject to city council approval." This suggestion has been discussed by the Council and staff in previous meetings.

In addition, to integrate the ongoing duties of the Downtown Development Commission into the TIRZ board, the following three items were added: recommendations regarding expenditures related to development and redevelopment of land within the zone, acting as the lead entity in working with other boards and commissions regarding incentives, regulations, and physical/economic development, and an annual progress report to Council. These echo duties outlined in the ordinance establishing the Downtown Development Commission and ensure these actions continue via the TIRZ board. State law also requires an annual report of the TIRZ, which was not mentioned in the previous ordinance version.

6. Article 2, Division 10, Section 2.07.285 – Officers

Added that the City Council shall appoint a chair for the TIRZ – this is a requirement in the Local Government Code which was previously not mentioned within the bylaws.

7. Article 2, Division 10, Section 2.07.292 – Conflicts of Interest

The conflict of interest language, mirroring that adopted by COSADC, was inserted here, as proposed. It addresses conflicts as they pertain to Council members, TIRZ members, and staff; namely, that eligibility for assistance does not exist for a Council member, TIRZ board member, or Planning & Development Services Department member (or a person related to any of these within the second degree by consanguinity or affinity) until they have vacated that position for at least six months.

Financial Impact:

N/A

Other Information/Recommendation:

City staff **recommends approving** these amendments as proposed.

The DDC board met on March 29th to discuss this item. While no formal recommendation is carried forward to the City Council, the board did have some specific concerns which they expressed at that time, and asked that the staff convey them. These included:

- a general support for merging the functions of the two boards;
- ensuring that the mission of the DDC is adequately reflected in the mission of the new board;
- preventing the board from being too large, preferring 9 or 10 members over 12 or more; and,
- some members wanted to ensure representation of Downtown San Angelo, Inc.

The TIRZ board met to discuss this item on both March 23rd and March 30th. Their formal recommendations were centered on five key areas.

- Ownership requirements: The existing TIRZ requires that 6 of the total board members own land within the TIRZ, and that 5 own businesses within it. The board recommends - by a vote of 7-0 - that of the 7 members appointed by the City Council, 3 must own property, own a business, live, or work in the TIRZ – North; furthermore, another 3 must own property, own a business, live, or work in the TIRZ – South. This recommendation represents a suggested modification to the staff recommendation, which would eliminate all requirements other than being residents of the County, as required by state law.
- Term length: The board recommends – by a vote of 7-0 – that the terms for each member be two years each. This recommendation matches the staff recommendation.
- Maximum number of terms: The board recommends – by a vote of 7-0 – that members be limited to four terms maximum. This recommendation represents a suggested modification to the staff recommendation of a three term limit (for a total of 6 years).
- Conflicts of interest: The board recommends – by a vote of 7-0 – that there be a single conflict of interest policy to apply citywide to all boards and commissions, as well as the City Council. This recommendation matches the staff recommendation, except that staff recognizes that such a document does not yet exist, and followed the City Council directive to apply the COSADC conflict language into the ordinance amendment.
- Executive summary: The board recommends – by a vote of 7-0 – their executive summary of survey findings compiled by polling each individual board member.

Attachments:

1.	TIRZ Ordinance changes	TIRZ Ordinance_final.docx
2.	Final Ordinance	15-371_CC_TIRZ_ORD_AMEND_DTS_MERGED_4-12-16.docx
3.	TIRZ Board Minutes - March 23, 2016	March 23, 2016 Draft Minutes.pdf
4.	DDC Minutes - March 29, 2016	March 29, 2016 Minutes.doc
5.	TIRZ Board Minutes - March 30, 2016	March 30, 2016 Minutes.pdf
6.	TIRZ Board Survey - Executive Summary	TIRZ Executive Summary .pdf
7.	TIRZ-DDC Reorganization Presentation	TIRZ-DDC Reorganization 2016-04-19.pptx

Presentation:

Jon James, Director of Planning & Development Services

Approvals/Reviews:

AJ Fawver	Created/Initiated
Jon James	Approved
Theresa James	Approved
Tina Carriger	Approved

Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval

Division 10. Tax Increment Reinvestment Zone Board*

Sec. 2.07.281 ~~Creation; members~~Organization and Procedure

There is hereby created within the city a tax increment reinvestment zone board. ~~Said board shall be composed of fifteen (15) members. The members shall be appointed as follows: that consists of twelve (12) regular board members to be filled by nomination and appointment as follows:~~

- ~~(1) Five (5) shall be appointed by the city council from those who own property within the zone, of which four (4) shall reside within single member districts (SMD) #2, #3, #4, and #5 respectively; One (1) board seat shall be appointed by city council from a nomination of the mayor;~~
- ~~(2) One (1) shall be appointed by the county commissioners from those who own property within the zone; Each of six board member seats shall be appointed by city council, designated for city council single member districts one through six respectively, from nomination of each council member representing each designated single member district;~~
- ~~(3) Three (3) shall be appointed by the city council from those who own businesses within the zone;~~
- ~~(4) Two (2) board member seats shall be appointed by the county commissioners from those who own businesses within the zone; County Commissioners Court, Tom Green County;~~
- ~~(5) One (1) member shall be appointed by the county;~~
- (6) One (1) board member seat shall be appointed by Goodfellow Air Force Base;
- (7) One (1) board member seat shall be appointed by Angelo State University; and
- (8) One (1) board member seat shall be appointed by San Angelo Independent School District.

Sec. 2.07.282 Qualifications

~~All members shall be:~~

- ~~(1) A qualified voter of the city; or~~
- ~~(2) At least 18 years of age and own real property in the zone, whether or not the individual resides in the municipality.~~

All regular and alternate board members shall be at least eighteen (18) years of age and a resident of Tom Green County. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated his or her membership on the board.

Sec. 2.07.283 Terms

~~(a) Of the members first appointed by the city council, five (5) shall be appointed for a term of two (2) years, and three (3) shall be appointed for a term of one (1) year. Of the members first appointed by the county, two (2) shall be for a one (1) year term. Appointments by all other entities shall be for two (2) year terms.~~

~~(b) All additional appointments shall be for a term of two (2) years, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term. Members may serve three (3) consecutive two (2) year terms and then may be reappointed after one (1) year has passed.~~

~~(1) Of the initial board member appointments by city council after the effective date of the ordinance, four (4) shall be for a two (2) year term, and three (3) shall be for a three (3) year term. Of the initial board member appointments by the county commissioners' court after the effective date of this ordinance, one (1) shall be for a two (2) year term, and one (1) shall be for a three (3) year term. Of the initial board member appointments by the San Angelo Independent School District after the effective date of this ordinance, one (1) shall be for a two (2) year term. Of the initial board member appointments by Goodfellow Air Force Base after the effective date of this ordinance, one (1) shall be for a three (3) year term. Of the initial board member appointments by Angelo State University after the effective date of this ordinance, one (1) shall be for a two (2) year term.~~

~~(2) All appointments for regular or alternate board members made after the initial appointments shall be for a term of two (2) years, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term, thereby maintaining staggered terms.~~

~~(23) No individual may serve more than three, full consecutive board member terms, except after one full year from the date of last service as a board member.~~

Sec. 2.07.284 Duties

The TIRZ board shall act as an advisory board to the city council in the operation and administration of the TIRZ, all action by the board is subject to city council approval. The authority and responsibility of the board expressly includes:

- (1) Make recommendations to the city council regarding the administration of this division.
- (2) Make recommendations to the city council regarding agreements that are necessary or convenient to implement the project plan and reinvestment zone financing plan.
- (3) Make recommendations to the city council regarding agreements with local governments or political subdivisions for management of the zone or implementing the project plan and reinvestment zone financing plan.
- (4) Make recommendations to the city council regarding establishing and providing for the establishment of programs that:

- (A) Develop and diversify the economy of the zone;
 - (B) Eliminate unemployment and underemployment in the zone;
 - (C) Develop or expand transportation, business and commercial activity in the zone;
 - (D) Make grants and loans; and
 - (E) Stimulate business and commercial activity in the zone.
- (5) Contract with the city regarding allocation from the tax increment fund to pay for the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of land within the zone.
- (6) Make recommendations to the city council regarding the expenditure of TIRZ funds related to development and redevelopment of land within the zone, in conformance with the following process:
- (A) An affirmative recommendation to expend TIRZ funds for a project in the same area as that from which the funds are derived requires a simple majority vote of the TIRZ board members present when the matter is voted upon. The city council may approve expenditures under this subsection by a simple majority vote if such expenditure is recommended by the TIRZ board.
 - (B) An affirmative recommendation to expend TIRZ funds for a project located in the area outside that from which the funds are derived requires an affirmative vote by three-quarters of the TIRZ board members present when the matter is voted upon. The city council may only approve expenditures under this subsection when such expenditures are recommended by the TIRZ board and with an affirmative vote of six (6) members of the city council.
- (7) Acting as the lead entity in working with other boards and commissions regarding incentives, regulations, infrastructure and all other physical and economic development decisions related to the TIRZ district.
- (8) Providing a progress report to the city council annually, or as requested by the city council.

Sec. 2.07.285 Officers

~~The board shall elect a chairman~~The city council shall appoint a chair, as established in Section 311.009.f of the Local Government Code, for a term of one year, beginning in January. The board may appoint and~~such~~ other officers as it may establish in its bylaws.

Sec. 2.07.286 Quorum

A simple majority of the duly appointed voting members of the board shall constitute a quorum. In the event that a regular or specially called meeting of the board occurs without appointment of a new member (if the vacancy is that of a voting member), a majority of the remaining voting members shall constitute a quorum.

Sec. 2.07.287 Bylaws

The board shall write its own bylaws establishing its own rules for its regulation. Said bylaws and amendments thereto shall be filed with the city clerk.

Sec. 2.07.288 Meetings

The board shall hold regular monthly meetings that shall be open to the public and at a time and place to be established in its bylaws. It may also hold such other meetings as may be necessary to accomplish the purpose of its creation and as established in its bylaws. All meetings shall be public and shall conform to law.

Sec. 2.07.289 Minutes

The board shall keep a record of its proceedings in a permanent book, and a signed copy of said minutes shall be given to the city clerk.

Sec. 2.07.290 Absent members

In the event of three (3) consecutive absences or a cumulative total of four (4) absences by a member within a calendar year from regularly scheduled meetings, a board member shall be deemed to have resigned unless the board excused such absences by procedures established in its bylaws.

Sec. 2.07.291 Severability

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

Sec. 2.07.292 Conflicts of Interest

- (1) No member of the board shall participate in any case in which he or she has financial or personal interest in the property concerned, or will be directly affected by the decision, or has any other conflict of interest as defined by applicable law. The determination of "substantial" interest in a business entity, as well as rules affecting participation of board members in cases affected thereby, are described in Chapter 171 in the State of Texas Local Government Code.
- (2) No member of the San Angelo city council, or person related to a council member within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from the board during his/her tenure or for six months thereafter.

- (3) No member of the TIRZ board, or person related to a board member within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from the board during his/her tenure or for six months thereafter.
- (4) No employee of the Planning & Development Services Department, or person related to an employee or supervisor of this Department within the second degree by consanguinity or affinity, shall be eligible for assistance from the TIRZ during his/her employment or for six months thereafter.
- (5) A member may disqualify himself/herself from voting whenever any requestor, or his/her agent, has sought to influence the vote of the member in any setting, other than in the public meeting.

Secs. 2.07.~~292~~293–2.07.310 Reserved

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE 2.7 “BOARDS, COMMITTEES AND COMMISSIONS,” DIVISION 10 “TAX INCREMENT REINVESTMENT ZONE BOARD,” BY RESTATING SECTIONS 2.07.281 THROUGH 2.07.285 IN THEIR ENTIRETY; ADDING A NEW SECTION 2.07.292 ADDRESSING CONFLICTS OF INTEREST; REPEALING CHAPTER 2 “ADMINISTRATION,” ARTICLE 2.7 “BOARDS, COMMITTEES AND COMMISSIONS,” DIVISION 11 “DOWNTOWN DEVELOPMENT COMMISSION”, IN ITS ENTIRETY; RATIFYING PRIOR ACTIONS; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council for the City of San Angelo adopted an ordinance on December 19, 2006, creating a tax increment reinvestment zone, “Reinvestment Zone Number One, City of San Angelo” to preserve the near and long term integrity of the economic and social investment in the designated area and needed to encourage additional new projects within the designated area; and,

WHEREAS, the City of San Angelo draws upon its citizens for their experience, knowledge and expertise to serve as volunteers on a number of boards and commissions; and,

WHEREAS, the City Council has determined that it is in the public’s interest to have adequate representation from all single member districts of the city in the overall appointment process and has adopted by resolution a uniform policy for appointment of City advisory boards and commissions by single member district; and,

WHEREAS, the City Council finds that an appointment process with respect to members of the Tax Increment Reinvestment Zone Board similar to its uniform policy for the appointment of members of advisory boards and commissions would serve the best interest of the public; and,

WHEREAS, the Tax Increment Reinvestment Zone and the Downtown Development Commission have overlapping duties and both are advisory to the City Council; and,

WHEREAS, the duties required of the Downtown Development Commission can be fulfilled by the Tax Increment Financing Board, the Commission can be disbanded:

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

Section 1. Chapter 2 “Administration,” Article 2.7 “Boards, Committees and Commissions,” Division 10, “Tax Increment Reinvestment Zone Board, Sections 2.07.281 through 2.07.285, are amended by restating said sections in their entirety to read as follows:

“Section 2.07.281 Organization and Procedure

There is hereby created within the city a tax increment reinvestment zone board that consists of twelve (12) regular board members to be filled by nomination and appointment as follows:

- (1) One (1) board seat shall be appointed by City Council from a nomination of the mayor;
- (2) Each of six board member seats shall be appointed by City Council, designated for City Council single member districts one through six respectively, from nomination of each council member representing each designated single member district;
- (3) Two (2) board member seats shall be appointed by the County Commissioners Court, Tom Green County;
- (5) One (1) board member seat shall be appointed by Goodfellow Air Force Base;
- (6) One (1) board member seat shall be appointed by Angelo State University; and
- (7) One (1) board member seat shall be appointed by San Angelo Independent School District.”

“Section 2.07.282 Qualifications

All regular and alternate board members shall be at least eighteen (18) years of age and a resident of Tom Green County. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated his or her membership on the board.”

Section 3. Chapter 2 “Administration,” Article 2.7 “Boards, Committees and Commissions,” Division 10, “Tax Increment Reinvestment Zone Board”, Section 2.07.283 “Terms,” is amended by restating said section in its entirety to read as follows:

“Section 2.07.283 Terms

- (1) Of the initial board member appointments by City Council after the effective date of the ordinance, four (4) shall be for a two (2) year term, and three (3) shall be for a three (3) year term. Of the initial board member appointments by the county commissioners’ court after the effective date of this ordinance, one (1) shall be for a two (2) year term, and one (1) shall be for a three (3) year term. Of the initial board member appointments by the San Angelo Independent School District after the effective date of this ordinance, one (1) shall be for a two (3) year term. Of the initial board member appointments by Goodfellow Air Force Base after the effective date of this ordinance, one (1) shall be for a three (3) year term. Of the initial board member appointments by Angelo State University after the effective date of this ordinance, one (1) shall be for a two (2) year term.
- (2) All appointments for regular members made after the initial appointments shall be for a term of two (2) years, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term, thereby maintaining staggered terms.
- (3) No individual may serve more than three, full consecutive board member terms, except after one full year from the date of last service as a board member.”

“Sec. 2.07.284 Duties

The TIRZ board shall act as an advisory board to the City Council in the operation and administration of the TIRZ; all action by the board is subject to City Council approval. The authority and responsibility of the board expressly includes:

- (1) Make recommendations to the City Council regarding the administration of this division.
- (2) Make recommendations to the City Council regarding agreements that are necessary or convenient to implement the project plan and reinvestment zone financing plan.

- (3) Make recommendations to the City Council regarding agreements with local governments or political subdivisions for management of the zone or implementing the project plan and reinvestment zone financing plan.
- (4) Make recommendations to the City Council regarding establishing and providing for the establishment of programs that:
 - (A) Develop and diversify the economy of the zone;
 - (B) Eliminate unemployment and underemployment in the zone;
 - (C) Develop or expand transportation, business and commercial activity in the zone;
 - (D) Make grants and loans; and
 - (E) Stimulate business and commercial activity in the zone.
- (5) Contract with the city regarding allocation from the tax increment fund to pay for the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of land within the zone.
- (6) Make recommendations to the City Council regarding the expenditure of TIRZ funds related to development and redevelopment of land within the zone, in conformance with the following process:
 - (A) An affirmative recommendation to expend TIRZ funds for a project in the same area as that from which the funds are derived requires a simple majority vote of the TIRZ board members present when the matter is voted upon. The City Council may approve expenditures under this subsection by a simple majority vote if such expenditure is recommended by the TIRZ board.
 - (B) An affirmative recommendation to expend TIRZ funds for a project located in the area outside that from which the funds are derived requires an affirmative vote by three-quarters of the TIRZ board members present when the matter is voted upon. The City Council may only approve expenditures under this subsection when such expenditures are recommended by the TIRZ board and with an affirmative vote of six (6) members of the City Council.

- (7) Acting as the lead entity in working with other boards and commissions regarding incentives, regulations, infrastructure and all other physical and economic development decisions related to the TIRZ district.
- (8) Providing a progress report to the City Council annually, or as requested by the City Council.”

“Sec. 2.07.285 Officers

The City Council shall appoint a chair, as established in Section 311.009.f of the Local Government Code, for a term of one year, beginning in January. The board may appoint other officers as it may establish in its bylaws.”

Section 2 Chapter 2 “Administration,” Article 2.7 “Boards, Committees and Commissions,” Division 10, “Tax Increment Reinvestment Zone Board, is amended by adding Section 2.07.292 “Conflicts of Interest,” to read as follows:

“Section 2.07.292 Conflicts of Interest

- (1) No member of the board shall participate in any case in which he or she has financial or personal interest in the property concerned, or will be directly affected by the decision, or has any other conflict of interest as defined by applicable law. The determination of “substantial” interest in a business entity, as well as rules affecting participation of board members in cases affected thereby, are described in Chapter 171 in the State of Texas Local Government Code.
- (2) No member of the San Angelo City Council, or person related to a council member within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from the board during his/her tenure or for six months thereafter.
- (3) No member of the TIRZ board, or person related to a board member within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from the board during his/her tenure or for six months thereafter.
- (4) No employee of the Planning & Development Services Department, or person related to an employee or supervisor of this Department within the second degree by consanguinity or affinity, shall be eligible for assistance from the TIRZ during his/her employment or for six months thereafter.

(5) A member may disqualify himself/herself from voting whenever any requestor, or his/her agent, has sought to influence the vote of the member in any setting, other than in the public meeting.”

Section 3. Chapter 2 “Administration”, Article 2.7 “Boards, Committees and Commissions”, Division 11 “Downtown Development Commission” is hereby repealed in its entirety.

Section 4. All prior actions of the Tax Increment Reinvestment Zone Board and the Downtown Development Commission; all prior actions of the City Council on recommendations made by the Board and Commission; and, all prior actions of City staff in connection therewith, are hereby ratified and approved.

Section 5. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases be declared unconstitutional; or invalid.

Section 6. This Ordinance shall become effective from and after its adoption as required by law.

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

ATTEST:

CITY OF SAN ANGELO

Bryan Kendrick, City Clerk

BY: _____
Dwain Morrison, Mayor

Approved as to form:

Theresa James, City Attorney

**MINUTE RECORD OF THE CITY OF SAN ANGELO TAX INCREMENT
REINVESTMENT ZONE MEETING HELD ON WEDNESDAY, March 23, 2016
AT 12:00 PM, MCNEASE CONVENTION CENTER, 501 RIO CONCHO
DRIVE.**

PRESENT: Lee Pfluger, William Dendle, Dominic Santos, Mike Campbell, John Klingemann, Johnny Calvert, Travis Stribling, Anne Coverston, Nelly Perez

ABSENT: Craig Kinney (AE), Bob Pfluger (AE), David Mazur (AE)

STAFF: Jon James, AICP
Sarah Tackett
Dan Saluri
Rick Weise

I. Call to order, establish quorum.

The meeting was called to order at 12:00 pm. It was established that a quorum was present.

II. Public comment.

No public comment.

III. Consideration of approving the minutes from the December 16, 2015 TIRZ Board Meeting.

Motion to approve the minutes from the March 2, 2016 TIRZ Board Meeting with changes by Mr. Mike Campbell, seconded by Ms. Anne Coverston and carried unanimously.

IV. Streetscape

Mr. Russell Pehl, City Engineer, presented an update to the board on the North Chadbourne Streetscape Project. The project limits of Phase II & III are: Chadbourne Street, both sides 7th to 14th. Extension: Chadbourne Street (east side) 14th to 18th. An aerial overview of the project was presented. Construction work included: sidewalks, brick pavers, curb/gutter, pedestrian ramps, crosswalk markings, handrails, and conduit for future lighting. Project is a collaboration between COSA and Concho Valley Transit District (CVTD) which will result in a design that rehabilitated each block

from the ROW line/face of building to approximately 2' past the edge of pavement providing an ADA accessible sidewalk. Construction began on February 2, 2015 on Phase II & III. Grant funding ended on June 15, 2015. Construction after this time was solely paid by TIRZ funds. Construction began on the extension (14th to 18th) on August 2, 2015 and was completed the week of September 7, 2015. Following the ADA inspection, corrections were made and construction was completed on January 26, 2016. Overview of the funding: Federal Funds \$506,583, TIRZ Funds \$511,642, Total Funding \$1,018,225. Phase II & III totaled \$814,580. Construction to date (Phase II, III, and extension) totaled \$1,017,528.70. All payments have been processed and retainage released.

General discussion followed.

No action taken.

- V. Update and discussion regarding the FY 2016 Budget.

Mr. Jon James stated that the current balance sheet was provided in the packet.

No action taken.

- VI. Discussion and possible action regarding reorganization of the TIRZ Board.

Mr. Lee Pfluger presented an overview that of the survey that the Reorganization Subcommittee created. Mr. Dan Saluri, attorney, stated that the information received in the survey will be public record. Mr. Johnny Calvert stated he does not think the goal of the reorganization has been defined, Mr. Mike Campbell agreed. Mr. John Klingemann stated that the reorganization will lessen the number on the board and certain areas of San Angelo will not be represented and this will be a very negative impact. Mr. Travis Stribling feels that the new term limits are not long enough, 4 years is too short. Mr. William Dendle stated that if there is an all new board progress will stop until the new members get up to speed; very dependent on the appointments. Mr. Lee Pfluger stated that there was some questions regarding appointments; the file was atrocious. Mr. William Dendle stated that the two current vacancies are city council appointees. Ms. Anne Coverston stated that theoretically less seats, less vacancies. Mr. Lee Pfluger stated in the City's file there were some good applicants, very astute people that did not get appointed to the board. Ms. Anne Coverston, having some kind of vested interest in seeing the TIRZ revitalized is a positive; there is a chance with the proposed new membership that the real impact of the what the TIRZ Board will not be realized. She added, if they do not own property they may not realize the impact. Mike Campbell, ownership does create a different level of

understanding; to change this requirement would have a negative impact. Mr. Travis Stribling stated there is a benefit to having board members who have a vested interest. Mr. Johnny Calvert I am a business owner and I live in the district. Mr. Dominic Santos, I feel the underlying reason may be to avoid conflict of interest. Mr. Lee Pfluger, there is an effort, been going on for maybe 8 or 9 months to standardize the conflict of interest. Mr. Dan Saluri there is a State code of Conflict of Interest, there is a proposal to for the City Council to define conflicts of interest. Mr. Dan Saluri explained a few of the items that cc will be looking at. Currently, under the charter the State Code is adopted. Mr. William Dendle stated that both zones will be affected by this change. Mr. Jon James, some of the requirements are to own property or a business; some TIRZ boards require that you live in the zone. Mr. Lee Pfluger stated a good thought, however, only 10% of the zone is residential. Mr. Travis Stribling stated that a possibility for a requirement to serve on the board would be to work in the zone. With regards to ASU, GAFB, and SAISD; Ms. Anne Coverston feels that those three members bring a lot to the board. I, myself, have community planning experience. She added, she feels it would be a mistake to remove them from the board. Mr. William Dendle feels their representation is so valuable, very large employers of San Angelo. Mr. Lee Pfluger stated that ASU is a larger user of the downtown. Mr. Johnny Calvert stated that from the beginning he felt they were a very important part of the board.

The TIRZ Board's completed surveys are part of the permanent supplemental minutes.

No action taken.

- VII. Announcements and consideration of future agenda items.
The subcommittee stated they would compile all the data from the surveys and compose a summary; the board suggested a meeting to review summary for March 30, 2016.

a) Next regularly scheduled meeting – April 20, 2016

- VIII. Adjournment.

Motion to adjourn by Mr. Johnny Calvert, seconded by Mr. John Klingemann and carried unanimously. Meeting was adjourned at 1:09 PM.

Lee Pfluger, TIRZ Chairman

DRAFT

DOWNTOWN DEVELOPMENT COMMISSION MINUTE RECORD March 29, 2016

I. OPEN SESSION

BE IT REMEMBERED Downtown Development Commission convened in a regular meeting at 3:00P.M., Tuesday, December 8, 2015 in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas. All duly authorized members of the Commission to wit:

Co-Chair Jim Cummings

Co-Chair Tim Edwards

Board Member Lisa Eady

Board Member Jim Raymond

Board Member Brenda Gunter

Were present and acting, thus constituting a quorum. Whereupon, the following business was transacted:

A. Call to Order

Meeting was called to order by Co-Chair Jim Cummings at 4:00 PM.

B. Public Hearing and Comment

Co-Chair Jim Cummings opened the floor for Public Comment; there were no Public Comments, moved to regular agenda.

C. REGULAR AGENDA

1. Consideration of approving the minutes from December 8, 2015 Downtown Development Commission Meeting.

Motion to approve the December 8, 2015 DDC Minutes by Mr. Gary Cox, seconded by Ms. Brenda Gunter and carried unanimously.

2. Discussion and possible action regarding the consolidation of the Downtown Development Commission (DDC) and the Tax Increment Reinvestment Zone Board (TIRZ).

Mr. Jon James, Director, over the last 6 months we have been discussing the consolidation of the TIRZ and DDC. A timeline was presented: February 23, 2016 - County Commissioners Meeting, March 2, 2016 - TIRZ Board Meeting, March 23, 2016 - TIRZ Board Meeting, March 29, 2016 – DDC Meeting, March 30, 2016 - TIRZ Board Meeting, April 19, 2016 - City Council (1st reading) and May 3, 2016 City Council (2nd Reading). The current proposal would dissolve the current TIRZ Board and DDC; the board will be called the TIRZ Board due to state requirements. The proposal includes membership from 15 to 12. Seven appointed from city council and mayor, 1 each from San Angelo Independent School District (SAISD), Goodfellow Air Force Base (GAFB) and Angelo State University (ASU) and 2 from Tom Green County (TGC). Proposed term limits would be 3 consecutive 2 year terms, remove requirement of owning property in the TIRZ boundary. Staff proposed reducing to bi-monthly meetings; current TIRZ board would like to keep meetings monthly. Questions proposed to DDC, how many members should be required to own a business/property or live/work in the zone? Which appointees should this apply to? Mr. Jim Raymond asked where the TIRZ boundaries are located; a map was presented. Mr. Jim Cummings, so I understand, there is no state law that requires a TIRZ Board member to own property/business or work/live in the TIRZ zone. Mr. James stated that the members only have to live in the county. Mr. Brenda Gunter if there are any recommendations or was there a discussion regarding serving on the TIRZ Board and applying for funds; are you allowed to discuss/vote? Mr. Jon

James answered; the new proposal includes a Conflict of Interest Provision stating that if you serve on the TIRZ Board, you are not eligible to receive TIRZ Incentive Funding.

Ms. Brenda Gunter stated she has heard people comment that the DDC was going away due to the fact the Downtown Master Developer Project fell through, is this true? Mr. Jon James stated that the answer is a little bit of both, the DDC is not necessarily going away, and the duties have been folded into the duties of the new TIRZ board. Ms. Brenda Gunter asked if there has been conversation that the city is going to look for a Master Developer or is Mr. Paris Rutherford is just in remission. Mr. James stated that to a larger question that is what we will propose to City Council; Council has stated that they are not prepared at this point to move forward with any future phases of the contract with Mr. Paris Rutherford. Ms. Brenda Gunter added that doesn't change the need or desire to have the DDC as an organization or combined with the TIRZ. Mr. Jon James responded; we recognize that there are still things for the DDC to do either separate or combined with the TIRZ Board. Ms. Brenda Gunter asked Mr. Jon James, can you please name the things that the DDC will be working on, focusing on? Please define the roll; is it to spend the TIRZ money, look for developers or are there some specifics that City Council believes as a board we should continue. Mr. Jon James answered that, all of the items you stated, our goal for the reorganized board not let duties fall by the wayside. Clearly, the TIRZ Board will decide how TIRZ funds are spent; we would also encouraging and seeking out development in downtown. Mr. Jim Cummings stated, the DDC as it is today is going away; it's not going to be this body of folks. Will any of us serve or want to serve? Ms. Brenda Gunter asked, are we remaking the TIRZ Board or is there an intent to have some of the items of the DDC become part of the TIRZ? Mr. Rick Weise, the intent is to develop the synergy that those two boards have; two forces working towards a common goal. The DDC, with regards to the Master Developer Plan, those things coupled with the goals of the TIRZ Board makes a nice package. The council will decide who the board is comprised of.

Ms. Brenda Gunter, one of the things that seems to be missing to me is, Downtown San Angelo Inc., I feel you would want someone representing downtown San Angelo. Mr. Jim Cumming, could we recommend to City Council that one of the new members is from Downtown San Angelo, Inc. (DSA)? Ms. Brenda Gunter stated that this seems to be complicating the story for someone who is looking to develop downtown. Mr. Rick Weise, people are going to go to who they feel most comfortable with, be it, DSA, the Chamber or Roland with Economic Development.

Mr. Jim Raymond, regarding the composition of the board, I understand SAISD, the county and city representatives because of where the funding comes from and where it's going. It's been my experience that when you allocate membership it becomes a political board, this is an economic board. Mr. Jon James 7 of the 12 would be appointed by City Council, 2 from County and one each from GAFB, SAISD, and ASU. Ms. Brenda Gunter asked about the 12 member board, have we had good results from 12 member board. Mr. Jon James stated, part of our original proposal was to decrease the number on the board. Mr. Jon James, our recommendation was for a 9 member board. Mr. Jim Cummings asked if staff is taking TIRZ comments and DDC comments to City Council. Mr. Jon James stated that you can take action to take your feedback or specific recommendations to City Council. Mr. Rick Weise added that specific action helps, it gives clear direction as to how you felt.

Mr. Craig Myers, I have two issues, I doubt that it will affect what happens. When you talk about the map regarding the TIRZ area, Mr. Raymond stated that he doesn't want it political; it is political. The reason the money was divided up because it was an at-large board. The city has decided every time to not go back to an at-large board. There is a real possibility of almost going back to an at-large board. It's not just people that have a business downtown, it is people who live in the areas. It was decided after some conflict early on, with a statutory TIRZ board. Just the sheer weight of influence there are an awful lot of people that could be assigned to this board. I agree with taking ASU, GAFB and SAISD off of the board. The very big elephant in the room is the north, from the north Wal-Mart, between 70-80% of the funds come from the north Wal-Mart. Ms. Brenda Gunter added, he original documents for TIRZ will not change, the north will always have their own funds. The makeup of the board does not change the makeup of the north and south. We would hope that the board members that represent the northern TIRZ would represent well. Mr. Jim Cummings stated he felt Mr. Craig Meyers comments were right on point; I hope you make it to the City Council Meeting.

Mr. Lee Pfluger, with regards to the county, they already had their representation cut from 4 to 2. The experience in Abilene is they county pulled out of TIRZ, they felt as if they were not represented well. The county supplies about

35% of the money to TIRZ. GAFB and ASU feel they are important to the TIRZ Board, they are long term planners, and they have experience with grants. That skill set is very important to the board. Most importantly, the reason we put those 2 (ASU & GAFB) on the board; we felt like those 2 constituents were very important to the revitalization to the Historic City Center. The young people from GAFB and ASU; come downtown at night and create economic drivers; input from these 2 is very important. DSA could be in that slot where SAISD is currently. Mr. Lee Pfluger gave a brief overview of the survey that the TIRZ Board completed. West Texas Organizing Strategies (WTOS) did street marches to get people involved. People in the north know what people in the zone need. Take 20 people and boil them down to 9 and give them twice the skillset requirements, two completely different skillsets, drop it down to half; the TIRZ Board felt like that was a stretch.

Motion by Mr. Jim Raymond to support the recommendation of dissolution of Tax Increment Reinvestment Zone Board and Downtown Development Commission and the formation of a new board as being presented with the recommendation of a 9 member board, 8 council appointees and 1 county appointee, seconded by Mr. Jim Cummings.

Amendment to the Motion made by Ms. Gunter to recommend to City Council that one board member be appointed from Downtown San Angelo Inc., seconded by Mr. Tim Edwards. Amendment passed 4-2, Mr. Gary Cox and Mr. Jim Raymond voted nay.

Vote on Mr. Jim Raymond's motion, 3-3, yay-Mr. Jim Raymond, Mr. Tim Edwards, Ms. Lisa Eady, nay-Mr. Jim Cummings, Mr. Gary Cox, Ms. Brenda Gunter; Motion fails.

Motion by Mr. Tim Edwards to recommend to City Council the consolidation of the Downtown Development Commission and Tax Increment Reinvestment Zone Board; and ask staff to communicate to City Council the discussion/concerns that took place today and for City Council communicate to the DDC its ongoing support for the DDC mission , seconded by Mr. Gary Cox. Motion passed 5-1, Mr. Jim Raymond voted nay.

II. Adjournment.

Motion to adjourn, by Mr. Jim Cummings and seconded by Ms. Lisa Eady and carried unanimously. The meeting was adjourned at 5:18 PM.

**MINUTE RECORD OF THE CITY OF SAN ANGELO TAX INCREMENT
REINVESTMENT ZONE MEETING HELD ON WEDNESDAY, March 30, 2016
AT 12:00 PM, MCNEASE CONVENTION CENTER, 501 RIO CONCHO
DRIVE.**

PRESENT: Lee Pfluger, Bob Pfluger, David Mazur, Johnny Calvert, Mike Campbell, Anne Converstun, Craig Kinney

ABSENT: Dominic Santos (AE), Travis Stribling (AE), William Dendle (AE), Nelly Perez (AE)
John Klingemann (AE)

STAFF: Jon James, AICP
AJ Fawver, AICP
Sarah Tackett
Rick Weise
Theresa James
Dan Saluri

I. Call to order, establish quorum.

The meeting was called to order at 12:29 pm. It was established that a quorum was present.

II. Public comment.

No public comment.

III. Discussion and possible action regarding the reorganization of the TIRZ Board.

Mr. Lee Pfluger stated that committee/board member Travis Stribling prepared a summary of the board member's responses to the survey. An Executive Summary of this information was prepared and distributed to all board members and staff. Mr. Lee Pfluger added that at the end of this meeting I would like to vote either individually on each item or the survey as a whole. Mr. Jon James presented a brief presentation of items that have changed since the last TIRZ meeting. He added that today's meeting conflicted with the deadline for City Council, so this item will go before City Council on April 9th for the 1st reading. A timeline of meetings to discuss this reorganization was also presented. The new proposal would reduce the size of the TIRZ Board from 15 to 12; the members from GAFB, ASU and SAISD were added

back in. In addition we have proposed keeping the current term limit of 3 consecutive two-year terms. The original proposal was to go to bi-monthly meetings; based on your discussion and recommendations we are proposing to keep meetings monthly; however, we have added that the board meet at least quarterly. In the last 8 years, the TIRZ Board has averaged 8 meetings a year. In the summer, City Council suggested a Conflict of Interest Provision similar to what the City of San Angelo Development Corporation (COSADC) follows. This provision would not allow board members, Council Members or Planning & Development Services staff to receive TIRZ funding. Currently, board members may not participate or vote on items affecting them financially. Mr. Jon James gave a brief overview of the Downtown Development Commission's (DDC) meeting on March 29, 2016. They are generally supportive of merging the functions of the two boards, they would like to ensure that the mission of the DDC is adequately reflected in the mission of the new board; some believed that a 12 member board would be too large, also they would like Downtown San Angelo, Inc. (DSA) to be represented. They did take a vote, it was 3-3 for a slightly smaller board, 9 or 10 members; no formal recommendation.

Questions for you today as we prepare to take this item to City Council, how many members should be required to own a business/property or live/work in the zone? Which appointees should this apply to? We don't feel it should be the entire board. This board raised the concern regarding north and south representation. Term limits; either 3 two-year terms or 2 four-year terms. In the survey, the board had 6 votes for 6 years, 3 votes for 8 years. Mr. Jon James added that we need a formal vote for your term limit recommendation.

Mr. Craig Kinney, you guys have dialed back what was previously proposed in the original recommendation and it seems as though we are trying to find a middle ground here. Mr. Jon James stated we were listening to you, we were waiting to receive feedback from this board regarding your recommendations. Mr. Bob Pfluger thanked Mr. James for listening to the board. Mr. Lee Pfluger stated that currently about one half the board owns property in either zone. If we make the qualification more general, that you can live/work/own property; the council representatives can split 3/3 for each zone. Mr. Lee Pfluger stated that the City Council will have 7 representatives, including the mayor; the county will have 2 representatives. Ms. Anne Coverston, I feel the majority of the board should own property or live/work in the area; I have no problem with at least 6, I feel it should be a majority. Mr. David Mazur, I agree, I feel it has worked well so far. Mr. Mike Campbell, I'm curious if the SMD cover the zone; the equality of votes is important. Mr. Bob Pfluger, I feel 3 and 3 would be a good representation of the north and south.

Motion by Mr. Johnny Calvert that of the seven representatives from the city; there be 3 representatives from the north and 3 representatives from the south that either own property, live, or work in the zone, seconded Mr. Bob Pfluger and carried unanimously.

Motion by Mr. Craig Kinney for two year terms, seconded by Mr. David Mazur and carried unanimously.

Motion by Mr. Bob Pfluger for an 8 year maximum term, seconded by Mr. Mike Campbell and carried unanimously.

Motion by Mr. Lee Pfluger to recommend to City Council to make all Conflict of Interest Provisions consistent and standardized for all boards, including City Council; seconded by Ms. Anne Coverston and carried unanimously.

Mrs. Theresa James, City Attorney stated that currently if you have a conflict of interest you must recuse yourself and sign a disclosure.

Motion by Mr. Bob Pfluger to adopt the Executive Summary as the TIRZ Board's recommendation to City Council, seconded by Mr. Johnny Calvert and carried unanimously.

IV. Announcements and consideration of future agenda items.

a) Next Meeting – April 20, 2016

V. Adjournment.

Motion to adjourn by Mr. David Mazur, seconded by Mr. Mike Campbell and carried unanimously. Meeting was adjourned at 1:00 PM.

Lee Pfluger, TIRZ Chairman

TAX INCREMENT REINVESTMENT ZONE STRUCTURE REORGANIZATION SURVEY MARCH 9, 2016

EXECUTIVE SUMMARY

At the direction of the City Council, City staff initialed a program to reorganize the TIRZ Program. On several occasions, City Staff solicited input from the TIRZ Board regarding the proposed reorganization and suggested the TIRZ Board augment its verbal observations with a written presentation. In compliance, the TIRZ Board conducted a survey with the following results:

Overall, the Board feels that the TIRZ Board is **Very Effective (9.11)** as it is currently structured, and that the proposed reorganization plan will **Negatively (2.22)** impact the TIRZ Program going forward.

An issue that surfaced about a year ago pertained to the persistent vacancies in City Council Board appointments (currently vacant: 2½ yrs., 2½ yrs. & 1 yr.) and the inability of the City Staff to accurately determine the tenure of the currently seated Board.

The City's struggle with timely appointments (an issue apparently not experienced by the other appointing organizations) and record keeping, appears as more of a management rather than a TIRZ structural issue; however, the Board felt that the reorganization (reducing the number of Council appointments from 9 to 7 appointees) could **Somewhat (4.56)** solve the City's difficulties associated with filling the Council's TIRZ Board appointments.

With regard to the individual changes to the TIRZ Structure, the Board's observations were as follows:

1. The Board sees a parallel between the concepts of TIRZ Board Representation with Zone Affiliation Requirements to the City's concept of Single Member District representation, e.g. bringing representation to the effected contingency. The Board feels that eliminating the requirement that qualifies board members based on their Zone Affiliation would **Negatively (2.67)** impact the input from board members concerning the issue and needs in the Zone.

2. The Board feels that the proposed reorganization would **Negatively** impact representation from both the North Zone (2.0) and South Zone (2.89), while elimination of GAFB, ASU and SAISD ("The 3") representation would **Very Negatively (1.11)** impact the effectiveness of the TIRZ Board. The consensus was that the organizational paradigms inherent in "The 3"

organizations developed skill sets that are especially beneficial to the TIRZ Mission, e.g. in particular, long term planning, grant writing / evaluation and interaction with young consumers of revitalized Zone services.

3. The Board feels that reducing the size of the TIRZ Board from 15 to 9 members would **Very Negatively (1.22)** impact the depth of knowledge and experience available for TIRZ decisions.

The Board recognizes that the proposed reduction of 6 members from the TIRZ Board coupled with the fact that _____ of the City Councils current appointees have more than four year's service that adoption of the proposed reorganization plan would result in the replacement of practically every current member of the TIRZ Board. The Board feels to lose that much experience from the Board at one time would be **Very Detrimental ()** to the TIRZ Program. The Board suggests a 12 member seated Board or a 15 member Board if the Council continues to experience challenges with Board appointments.

4. The Board recognizes that all TIRZ Board Members can be replaced at any time by their appointing organization; however, it feels that a reduction of Board Term Limits from 6 to 4 years will **Negatively (2.11)** impact the effectiveness of the TIRZ Board and that a longer **Term Limit (6.67 years)** would be most effective.

TIRZ Mission revolves around redevelopment of structures (buildings and streetscapes) which require money and time to complete. Familiarization with the grant projects from start to finish was highly regarded by the Board. The Board's experiences to-date has been that the knowledge and follow through has been complimented by the current Board tenure due to the high turnover in City Staff leadership (3 Planning Directors in 6 years).

5. The Board feels that the change to bi-monthly Board meeting would **Very Negatively (1.56)** impact the effectiveness of the TIRZ Board.

6. The proposed reorganization plan did not address the Conflict of Interest provision of the TIRZ By Laws. It is the Board's understanding that standardization of the Conflict of Interest provision for all City activities continue to be under review by the City's Legal Department.

A requirement that board members have been told has made it difficult for city council to appoint members to TIRZ is that some board members must own land or a business in the zone. The board feels that people that are familiar with the zones (spending time) can better understand where to spend money making improvements that will benefit the area. Perhaps the board members should be required to have a tie to the zone (land or business ownership, work or live in the zone).

Concern that SMD and mayor appointments will not equally represent North and South zones on board.

Allow SMD to appoint anyone they see fit (not requiring that they live in the SMD).

Terms should run concurrently with SMD and mayor (4 years I believe). With max of 8 consecutive years served.



City Council

April 19, 2016

Regular Agenda

Planning & Development Services Department





TIRZ & DDC Board Reorganization

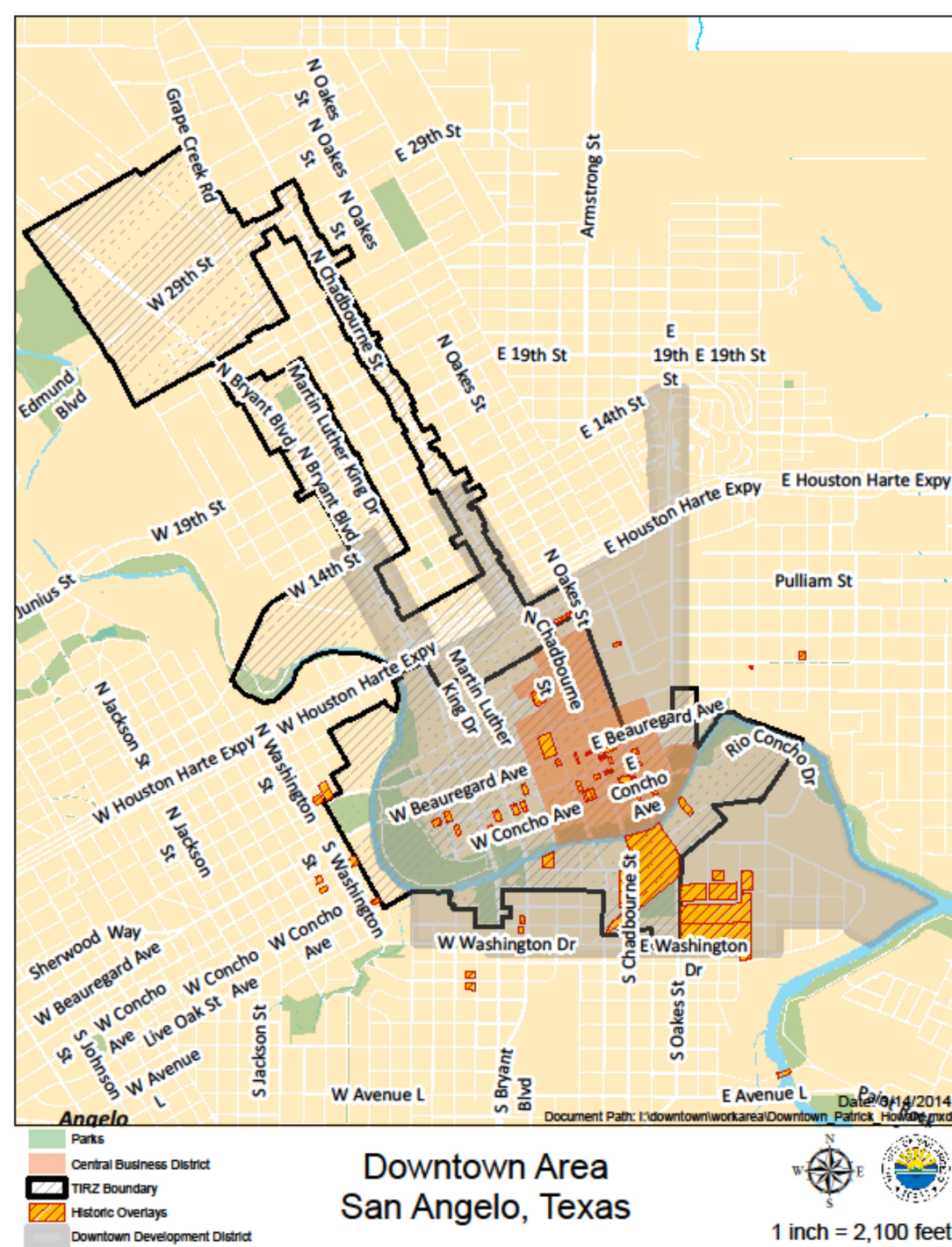


Background

- Tax Increment Reinvestment Zone (TIRZ) Board oversees the implementation of the reinvestment zone
- Downtown Development Commission (DDC) oversees development and redevelopment in the downtown
- During the summer of 2015 discussions began about the possibility of merging the functions of the two boards



Map



Reorganization – Recent Timeline

- February 23 County Commissioners discussion
- March 2 TIRZ Board
- March 23 TIRZ Board
- March 29 Downtown Development Comm.
- March 30 TIRZ Board
- **April 19 City Council, 1st Reading**
- May 3 City Council, 2nd Reading



Reorganization – Current Proposal

- Create new TIRZ Board, dissolving existing TIRZ and DDC
- Incorporate both TIRZ and DDC functions
- Reduce TIRZ from 15 to 12 members
 - 7 appointed by City Council
 - 2 appointed by County
 - 3 appointments by GAFB, SAISD, or ASU



Reorganization – Current Proposal

- Keep current term limit of 3 consecutive two-year terms (6 years total)
- Remove requirement of owning property in the zone



Reorganization – Current Proposal

- Conflict of interest provision would not allow board members, Council members, or P&DS staff to receive TIRZ funding
- Board members cannot participate or vote on items affecting them financially



TIRZ Board

- Generally supportive of merging the functions of the two boards
- Do not support eliminating GAFB, SAISD, and ASU representation on the board
- Prefer 12 members instead of 9
- Prefer 8 year term limit instead of 6 years



TIRZ Board

- Prefer requiring interest in the zone (live, work, own property or business)
 - Of Council's 7 appointments, 3 in North Zone and 3 in South Zone
- Prefer that the Council adopt a consistent citywide conflict of interest policy for all boards and commissions



Downtown Development Commission

- Generally supportive of merging the functions of the two boards
- Ensure that mission of Downtown Development Commission is adequately reflected in the mission of the new board
- Some believed that a 12 member board would be too large and preferred 9 or 10 members
- Some wanted to ensure representation of *Downtown San Angelo, Inc.*



Downtown Development Commission

- Dissolution of the current DDC as proposed may impact the current agreement with the San Angelo Health Foundation.





City Council

April 19, 2016

Regular Agenda

Planning & Development Services Department



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: AJ Fawver, Planning & Development Administrator, Planning and Development Services, x1542

Meeting Date: May 3, 2016

Item type: Regular Item

Caption:

Discussion and consideration of amendments to the bylaws for the Tax Increment Reinvestment Zone Board -
(Presentation by Planning & Development Services Director Jon James)

Summary/History:

At the July 21st City Council meeting, the Council discussed recommendations from the TIRZ board concerning incentive requests made under the FY15 TIRZ Incentives policy, and emphasized their desire to revisit the policy, bylaws, and ordinance for the TIRZ board. At the September 16th meeting of the TIRZ board, staff presented some proposed changes for consideration. No action was taken. During the December 8th meeting of the DDC, the board discussed the idea of consolidation. At the December 16th meeting of the TIRZ board, the board also discussed this idea of consolidation. Since this meeting, additional discussions have continued amongst the TIRZ members, DDC members, some Council members, and the City staff regarding a proposal to consolidate the TIRZ and the DDC into a single board.

Attached are the current ordinance and current bylaws for this board, with the suggested changes redlined for ease in reading. Below is a brief summary of each of the changes being presented for consideration.

AMENDMENTS TO BYLAWS – ALL PROPOSED UNTIL AND UNLESS ADOPTED

1. All references to “chairman” are changed to “chair”.
2. Article 1 – General Governing Statutes, Ordinances and Rules

The reference to Vernon’s Annotated Revised Civil Statutes was replaced with the correct reference to the Texas Government Code, and the reference to the city’s Code of Ordinances is proposed to be corrected.

3. Article 2 – Authority of the Board

For simplicity’s sake, because this section of the bylaws duplicates language already addressed in the ordinance, that information is proposed to be removed and a simple reference back to the ordinance section inserted. Also, the language regarding the removal of a board member for cause is proposed to be removed, due to the role of this board as simply an advisory, not a regulatory, board.

4. Article 3 – Membership of the Board

Again, for simplicity’s sake, because this section of the bylaws duplicates language already addressed in the ordinance, that information is proposed to be removed and a simple reference back to the ordinance section inserted. Also, the language regarding absences is proposed to be updated, to match the ordinance.

5. Article 4 – Meeting Date, Time and Place

Rather than establishing a regular schedule of meetings, the nature of the business this board does – and the windows for incentives – means that parts of the year may require many meetings, and others, less so. This amendment provides for a minimum of one quarterly meeting, but allows maximum flexibility for the board to meet as often as necessary when the work of the board dictates it.

6. Article 5 – Conduct of Meetings

The word “simple” is proposed to be added, to provide clarity that a simple majority of members would constitute a quorum. The reference to Vernon’s Annotated Revised Civil Statutes is proposed to be replaced with the correct reference to the Texas Government Code, and the reference to the city’s Code of Ordinances was corrected, as in Article 1.

7. Article 7 – Officers of the Tax Increment Reinvestment Board

Added that the selection of a chair is subject to City Council approval – this is a requirement in the Local Government Code which was previously not mentioned within the bylaws.

8. Article 8 – Conduct of Board Members

The conflict of interest language, mirroring that adopted by COSADC, was inserted here, as proposed. It addresses conflicts as they pertain to Council members, TIRZ members, and staff; namely, that eligibility for assistance does not exist for a Council member, TIRZ board member, or Planning & Development Services Department member (or a person related to any of these within the second degree by consanguinity or affinity) until they have vacated that position for at least six months.

Alternatively, an approach could be to eliminate this entire section and instead adopt a City-wide policy addressing conflicts of interest for all boards and commissions with the city.

9. Article 9, 10, 11, & 12 – Officers of the TIRZ Board, Conduct of Board Members, Miscellaneous, and Amending or Waiving These By-Laws

The original version of the bylaws had some incorrect numbering and jumped from Article 6 to Article 9. The renumbering is proposed to be corrected, to Article 7, 8, 9, and 10, respectively.

Financial Impact:

N/A

Other Information/Recommendation:

City staff **recommends approving** these amendments as proposed.

The DDC board met on March 29th to discuss this item. While no formal recommendation is carried forward to the City Council, the board did have some specific concerns which they expressed at that time, and asked that the staff convey them. These included:

- a general support for merging the functions of the two boards;
- ensuring that the mission of the DDC is adequately reflected in the mission of the new board;
- preventing the board from being too large, preferring 9 or 10 members over 12 or more; and,
- some members wanted to ensure representation of Downtown San Angelo, Inc.

The TIRZ board met to discuss this item on both March 23rd and March 30th. Their formal recommendations were centered on five key areas.

- Ownership requirements: The existing TIRZ requires that 6 of the total board members own land within the TIRZ, and that 5 own businesses within it. The board recommends - by a vote of 7-0 - that of the 7 members appointed by the City Council, 3 must own property, own a business, live, or work in the TIRZ – North; furthermore, another 3 must own property, own a business, live, or work in the TIRZ – South. This recommendation represents a suggested modification to the staff recommendation, which would eliminate all requirements other than being residents of the County, as required by state law.
- Term length: The board recommends – by a vote of 7-0 – that the terms for each member be two years each. This recommendation matches the staff recommendation.
- Maximum number of terms: The board recommends – by a vote of 7-0 – that members be limited to four terms maximum. This recommendation represents a suggested modification to the staff recommendation of a three term limit (for a total of 6 years).
- Conflicts of interest: The board recommends – by a vote of 7-0 – that there be a single conflict of interest policy to apply citywide to all boards and commissions, as well as the City Council. This recommendation matches the staff recommendation, except that staff recognizes that such a document does not yet exist, and followed the City Council directive to apply the COSADC conflict language into the ordinance amendment.
- Executive summary: The board recommends – by a vote of 7-0 – their executive summary of survey findings compiled by polling each individual board member.

Attachments:

- | | |
|------------------------|------------------------|
| 1. TIRZ Bylaws changes | TIRZ Bylaws_final.docx |
|------------------------|------------------------|

Presentation:

Jon James, Director of Planning & Development Services

Approvals/Reviews:

AJ Fawver	Created/Initiated
Jon James	Approved
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

BY-LAWS OF THE TAX INCREMENT REINVESTMENT ZONE BOARD
OF THE CITY OF SAN ANGELO

Article 1. General Governing Statutes, Ordinances and Rules

The Tax Increment Reinvestment Zone Board, hereinafter referred to as the “Board”, shall be governed by the following statutes and rules, to the extent that they remain in force and effect, as they are amended, and as they may be added to:

- 1.1 Chapter 551 of the Texas Government Code, concerning the open conduct of meetings and posting of meeting agendas.
- 1.2 Chapter 171 in the State of Texas Local Government Code, regulating conflicts of interest of officers of municipalities.
- 1.3 Article 2.4300 in Chapter 2 (Administration) of the Code of Ordinances, 1996, San Angelo, Texas. Division 10 of Article 2.07 “Committees and Commissions”, Chapter 2 of the Code of Ordinances of the City of San Angelo, Texas.
- 1.4 By-laws of the Tax Increment Reinvestment Zone Board, as set forth herein.

Article 2. Authority of the Board

The Tax Increment Reinvestment Zone Board shall: have authority as outlined in the regulations adopted by City Council under Chapter 2, Article 2.07, Division 10, Section 2.07.284, “Duties”.

- ~~2.1 — Make recommendations on formulating the project plan and reinvestment zone financing plan.~~
- ~~2.2 — Make recommendations to City Council regarding agreements that are necessary for implementation of the project plan and reinvestment zone financing plan.~~
- ~~2.3 — Make recommendations to City Council regarding agreements with local governments or political subdivisions for management of the zone or implementing the project plan and reinvestment zone financing plan.~~
- ~~2.4 — Make recommendations to City Council regarding establishing and providing for the establishment of programs that:
 - ~~1. — Develop and diversify the economy of the zone;~~
 - ~~2. — Eliminate unemployment or underemployment in the zone;~~
 - ~~3. — Develop or expand transportation, business or commercial activity in the zone;~~
 - ~~4. — Make grants and loans;~~
 - ~~5. — Stimulate business and commercial activity in the zone.~~~~
- ~~2.5 — Contract with the city regarding allocation from the tax increment fund to pay for the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of land within the zone.~~

Article 3. Membership of the Board

The Tax Increment Reinvestment Zone Board shall be composed of ~~fifteen (15)~~twelve (12) members. The members shall be appointed ~~as follows:~~as outlined in the regulations adopted by City Council under Chapter 2, Article 2.07, Division 10, Section 2.07.281, "Organization and Procedure".

- ~~(1) — Five (5) shall be appointed by the city council from those who own property within the zone of which four (4) shall reside within single member districts (SMD) #2, #3, #4, and #5 respectively;~~
- ~~(2) — One (1) shall be appointed by the county commissioners from those who own property within the zone;~~
- ~~(3) — Three (3) shall be appointed by the city council from those who own businesses within the zone;~~
- ~~(4) — Two (2) shall be appointed by the county commissioners from those who own businesses with the zone;~~
- ~~(5) — One (1) member shall be appointed by the county commissioners;~~
- ~~(6) — One (1) member shall be appointed by Goodfellow Air Force Base;~~
- ~~(7) — One (1) member shall be appointed by Angelo State University; and~~
- ~~(8) — One (1) member shall be appointed by San Angelo Independent School District.~~

3.1 The term of each member shall be ~~(2) years~~as outlined in the regulations adopted by City Council under Chapter 2, Article 2.07, Division 10, Section 2.07.283, "Terms".

- ~~(a) — Of the members first appointed by the City Council, five (5) shall be appointed for a term of two (2) and three (3) years, (3) shall be appointed for a term of one (1) year. Of the members first appointed by Tom Green County, two (2) shall be for a one (1) year term. Appointments by all other entities shall be for two (2) year terms~~
- ~~(b) — All additional appointments shall be for a term of two (2) years, except vacancies for unexpired terms which shall be filled for the remainder of the unexpired term.~~

~~3.2 — The City Council may remove a board member for cause, on a written charge and after a public hearing on the matter.~~

~~3.3-2~~ When members propose to resign, they shall give notice of their intent to the ~~chairman~~chair and board staff liaison. When a member resigns or a position otherwise becomes vacant for other causes, the liaison shall promptly indicate to the City Council that a vacancy exists.

~~3.4-3~~ Any vacancy occurring on the Board shall be filled by the appointment of an interim member by the City Council or other appointing agency as designated. Such interim appointment shall be for the unexpired term of the member whose position is vacated; provided, however, that a person serving such an interim appointment shall nevertheless be eligible to serve two full consecutive terms after completion of his or her interim appointment.

~~3.5-4~~ No board member shall serve more than three (3) consecutive two-year terms, but may be reappointed after one (1) year has passed. However, in the event that a successor is not named to serve in place of a member whose term has expired, said member shall continue to serve as board member until the City Council or other designated agency duly appoints a successor.

- 3.6-5 ~~In the event of three (3) consecutive absences or a cumulative total of four (4) absences by a member within a calendar year from regularly scheduled meetings, a board member shall be deemed to have resigned unless the board excused such absences by procedures established herein. Any member who fails to attend at least two-thirds (2/3) of the meetings in any one year period shall be deemed to have automatically resigned from office.~~ The board staff liaison shall make periodic attendance reports to the Tax Increment Reinvestment Zone Board, and a replacement shall be appointed in the manner provided above for any Tax Increment Reinvestment Zone Board member who has automatically resigned.

Article 4. Meeting date, time and place.

Meeting date, time, place and regularity will vary depending upon requests for funding and the need to conduct business related to other duties as previously described-; at a minimum, the board will meet quarterly.

- 4.01 ~~The number of meetings per month and schedule of meeting dates, as well as the place of meetings, may be altered or changed at any regularly scheduled meeting or upon call of the ChairmanChair, staff liaison or City Council.~~

Article 5. Conduct of Meetings

- 5.1 Each meeting of the Tax Increment Reinvestment Zone Board must be attended by a simple majority of appointed members of the board in order to constitute a quorum.
- 5.2 A majority vote of the membership present (at any duly-advertised meeting attended by a quorum of voting members) shall be necessary for the Tax Increment Reinvestment Zone Board to approve any motion made before it.
- 5.3 It shall be customary for the ~~chairman~~chair to vote on all matters pending before the Tax Increment Reinvestment Zone Board, except whereas he or she may otherwise be disqualified from voting.
- 5.4 All meetings of the board shall be open to the public and in compliance with ~~the open meeting requirements of Article 6252-17 in Vernon's Annotated Revised Civil Statutes (V.A.R.C.S.) of the State of Texas Chapter 551 of the Texas Government Code.~~ This requirement for open meetings does not prevent the board from convening in executive session, under the limitations of said ~~Article 6252-17~~Chapter 551.
- 5.5 Robert's Rules of Order, Newly Revised shall be adopted as the regular rule for the conduct of meetings, provided such rules do not conflict with the bylaws adopted herein, in which case these bylaws shall supersede Robert's Rules of Order. Furthermore, such rules of order are accepted to be advisory and shall not be binding should the board, by its determination, vary or change such rules of conduct for its meeting.
- 5.6 Order for consideration of each agenda item. The following procedure shall generally be observed for the presentation of relevant evidence and information; however, it may be rearranged by the chairmanchair for individual items, if necessary for the expeditious conduct of business:
- The chair introduces the item to be considered, summarizing the nature of the request as described on the meeting agenda.
 - City staff describes in more detail the nature of the item provides relevant background information and a recommendation.

- c. The board may ask questions of the staff, concerning its presentation and report.
 - d. Members of the public, in attendance at the meeting, are given an opportunity to speak and present relevant information prior to a decision by the board.
- 5.7 All decisions of the board shall be made at a public meeting by a motion made and seconded, and by a show of hands.
- 5.8 The chair may elect, subject to being overruled by a majority of the board members in attendance, on a motion duly passed, to:
- a. proceed immediately to determination and decision, on conclusion of the hearing on the particular agenda item
 - b. defer determination and decision until later in the same meeting; or
 - c. defer determination and decision until another specified regular or special meeting of the Board, in order to obtain additional information or for other good cause.
- 5.9 Recess. Any regular or special meeting may be recessed or adjourned from day to day, or to the time of any previously announced regular or special meeting.
- 5.10 Cancellation. If no business is scheduled before the board, or if it is apparent that a quorum will not be available, any meeting may be canceled by the ~~chairman~~ chair.

Article 6. Minutes

- 6.1 The board shall maintain a minute record book which shall be kept posted to date. In the minute record book shall be recorded the board's proceedings, showing attendance and all absences, any disqualifications of members, the records of its deliberations and other official actions, as well as the vote of each member voting on every question.
- 6.2 The draft minute record of a board meeting shall be presented for approval at any subsequent meeting of the Tax Increment Reinvestment Zone Board. This minute record must be approved by a majority of the members who were present at the meeting applicable to the subject minutes. If this not possible due to resignations, deaths, or the fact that other members were present at the applicable meeting and not present at the current meeting, then a majority of the members present and voting shall be all that is necessary to approve the minutes.
- 6.3 The minutes shall be considered filed after each of the following has occurred: a) the minutes have been approved by the Board, b) the ~~ChairmanChair~~ or Vice ~~ChairmanChair~~ has signed the minutes, and c) the board staff liaison has posted the minutes in the record book contained in the office of the City of San Angelo's Planning Division. The minutes of the board shall be a public record, kept in the offices of the Planning Division.

~~Article 97. Officers of the Tax Increment Reinvestment Zone Board~~

- ~~97.1 Election of ~~ChairmanChair~~ and Vice-~~ChairmanChair~~. Annually, as the first item of new business at the regular meeting of the board in the month of January, the board shall elect a chairman and vice-chairman. The election shall be determined by a majority of those members present and constituting a quorum at said meeting. If such regular meeting is canceled or a quorum is lacking, the election shall be held within 36 days thereafter at a regular or special meeting. If no quorum can be obtained within 36 days, the~~

Comment [FA1]: This section of the existing bylaws are numbered incorrectly as Article 9 – when there is no Article 7 or 8. This has been corrected.

~~secretary shall notify the City Council which shall appoint a chairman and vice-chairman to serve until the next regular election in the month of January. The City Council shall appoint a chair, as established in Section 311.009.f of the Local Government Code, for a term of one year, beginning in January. The Tax Increment Reinvestment Zone Board shall elect a vice-chair, for the same term.~~

97.2 Succession of Vice-~~ChairmanChair~~ to office of ~~ChairmanChair~~. If the ~~chairmanchair~~ resigns his office or becomes no longer a member of the board, the vice-~~chairmanchair~~ shall succeed him in office ~~for the remainder of the term~~until the City Council appoints a new chair. If the vice-~~chairmanchair~~ resigns his office, becomes no longer a member of the board, or succeeds to the ~~chairmanchair~~'s office, a special election shall be held at the next regular meeting of the board to select a vice-~~chairmanchair~~ to complete the term.

97.3 Presiding at Meetings. If present and able, the ~~chairmanchair~~ shall preside at all meetings and hearings. If the ~~chairmanchair~~ is absent or unable to preside, the vice-~~chairmanchair~~ shall preside. If both are absent or unable to preside, the members present shall appoint a temporary ~~chairmanchair~~ to preside.

In accordance with these and other applicable rules, the presiding officer shall decide all points of procedure or order, unless otherwise directed by a majority of the members in attendance on motion duly made and passed. The presiding officer shall maintain order and decorum, and to that end, may order removal of disorderly or disruptive persons. The presiding officer shall administer oaths to all witnesses, if so desired by the board, or arrange for such oaths to be administered.

97.4 Other Responsibilities and Duties of ~~ChairmanChair~~. The ~~chairmanchair~~ shall have further duties and responsibilities, as indicated below:

97.5 The ~~chairmanchair~~ shall appoint such committees as may be found necessary.

97.6 Delegation to Vice-~~ChairmanChair~~. The ~~chairmanchair~~ may delegate specific duties generally to the vice-~~chairmanchair~~ or may authorize the vice-~~chairmanchair~~ to perform specific duties, during the ~~chairmanchair~~'s absence or in case of his other disability, so that necessary board functions are performed in a timely manner. The vice-~~chairmanchair~~ shall perform all duties so delegated. In case of absence or incapacity of the ~~chairmanchair~~, and on approval by a majority of the board, the vice-~~chairmanchair~~ shall perform any or all duties of the ~~chairmanchair~~, whether or not so delegated.

97.7 Appointment of Staff Liaison. The Director of Planning or his/her designee shall serve as staff liaison to the Tax Increment Reinvestment Zone Board. The liaison shall in general attend to all correspondence of the board, send out or cause to be published all notices required; attend all meetings of the board and all hearings (except when excused by the ~~chairmanchair~~ and with temporary services arranged); prepare staff reports and make recommendations on individual items to be heard by the board; scrutinize all matters to assure compliance with State law and municipal regulations and these rules; compile all required records; maintain the necessary schedule, files and indexes; and generally perform or supervise all clerical work of the board.

Article 108. Conduct of Board Members

108.1 Conflict of Interest. No member of the board shall participate in any case in which he or she has financial or personal interest in the property concerned, or will be directly affected by the decision, or has any other conflict of interest as defined by applicable law. The determination of "substantial" interest in a

business entity, as well as rules affecting participation of board members in cases affected thereby, are described in Chapter 171 in the State of Texas Local Government Code.

8.2 No member of the San Angelo city council, or person related to a council member within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from the board during his/her tenure or for six months thereafter.

8.3 No member of the TIRZ board, or person related to a board member within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from the board during his/her tenure or for six months thereafter.

8.4 No employee of the Planning & Development Services Department, or person related to an employee or supervisor of this Department within the second degree by consanguinity or affinity, shall be eligible for assistance from the TIRZ during his/her employment or for six months thereafter.

10.28.5 Influence Other Than at Public Hearing. A member may disqualify himself/herself from voting whenever any requestor, or his/her agent, has sought to influence the vote of the member in any setting, other than in the public meeting.

Article ~~149~~. Miscellaneous

129.1 The deadline for submission of a request for funding or for the placement of an item on an agenda of the Tax Increment Reinvestment Zone Board shall be no less than 15 days before the regular scheduled meeting of the Tax Increment Reinvestment Zone Board.

129.2 All materials related to said requests including maps, site plans, photographs or any other exhibits (or copies thereof) shown to the board for presentation purposes shall become the property of the City and part of the file record.

Article ~~1210~~. Amending or Waiving These By-laws

1310.1 Amending By-Laws. These rules may be amended at any regular or special called meeting of the Tax Increment Reinvestment Zone Board, by a majority of a quorum of board members present, provided that each of the following conditions is met:

- a. Such amendment will not be contrary to any requirement or limitation set by State law or City ordinance.
- b. Notice of said proposed amendment is furnished to each member, in writing, at least seven days prior to said meeting.

1310.2 Waiving By-Laws. A rule of procedure may be suspended at any meeting by a majority vote of all board members present, unless such rule is set by State law or City ordinance.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 3, 2016

Item type: Regular Item

Caption:

Presentation on the Wayfinding Master Plan and direction from Council- (Presentation by Planning & Development Services Director Jon James)

Summary/History:

In 2009 a joint partnership of organizations developed a Wayfinding Master Plan for San Angelo. The partners included the Convention and Visitors Bureau, Angelo State University, Downtown San Angelo, Inc., and the City of San Angelo. City funding for this project came from the City of San Angelo Development Corporation (COSADC), Tax Increment Reinvestment Zone (TIRZ), and the General Fund.

The resulting report included a proposed design theme for the signs, designation of sign locations, construction standards, TxDOT coordination requirements, and implementation steps. Attached is a copy of the resulting Plan (the lengthy chapters containing construction specifications and TxDOT coordination standards and requirements have been removed, but are available by request).

Financial Impact:

The estimated cost of implementing the entire Wayfinding Master Plan is approximately \$3 million. City staff and staff from the Chamber of Commerce and Convention and Visitor's Bureau have identified a first phase of the project with a cost of approximately \$300,000, which is currently included in the Capital Improvements Plan as an unfunded project.

Other Information/Recommendation:

Staff is seeking direction from Council on future steps for implementation of this plan.

Attachments:

1. Wayfinding Master Plan SanAngelo Stnds Manual (Wayfinding Master Plan minus Technical)_.pdf

Presentation:

Jon James

Approvals/Reviews:

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



D|G Project Number:
28082.00

Urban Wayfinding Master Plan

Issued By:

The Douglas|Group

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The City of San Angelo and the San Angelo Convention & Visitors Bureau acknowledges the following Committee Members for their participation and contribution to the development of this *Wayfinding Graphics Master Plan* for the City of San Angelo.

Nanette Alfano	Phil Neighbors
Clinton Bailey	Angie Ortegon
Bob Bluthardt	Lee Puckitt
Brenda Gunter	John Russell
Barbara Hesse	Henry Schmidt
Shane Kelton	E'Lisa Smetana
Craig Kinney	Rob Stephens
Shawn Lewis	Howard Taylor
Jay Michaels	Del Velasquez
Pamela Miller	Rick Weise

Thank you to Angie Ortegon and Doug Skowronek of the Texas Department of Transportation (TxDOT) for their time and assistance in reviewing the sign types designated for use in TxDOT right-of-way.

Thank you to Howard Taylor and The San Angelo Museum of Fine Arts for publicly exhibiting portions of this plan to the citizens of the City of San Angelo.

Thank you to CREO Industrial Arts and National Signs for their time and effort in providing budget pricing for this Master Plan.

This Graphic Standards Manual is designed to serve as a guide to the development and implementation of a **signage and wayfinding system for San Angelo**. It is a planning tool to be used over time as funding becomes available for implementation, and as citywide improvements take place. It is designed to grow with the City, and possibly to expand to include additional sign types as they are needed.

This Manual documents each sign to show how it is to be used. General locations and quantities of specific sign types are included in this Master Plan. However, **Implementation programming**—the process of determining exact locations and location-specific messages—will be undertaken with each future implementation phase of the Master Plan.

A separate Contract Document (CD) document shows design intent drawings, and another separate document features circulation diagrams based on workshops with civic leaders and members of the community, which determine major pathways into and out of the City, and primary routes connecting visitor destinations for vehicles and pedestrians.

Implicit in the development of this signage system and this Manual is the desire to enhance the City as a place which is welcoming to residents and tourists. The sign system and graphic vocabulary are designed to move cars and people from point to point by creating an awareness of destinations and promoting them through storytelling, graphics and wayfinding.

The success of this system is, to an extent, dependent on an awareness of ongoing opportunities that exist to enhance the City. These opportunities take the form of seasonal graphics, special events graphics, and even temporary graphics for construction barricades. All of these help to rejuvenate an area, to make it continuously fresh for those who work and live in the City, and to make downtown more memorable for those who may visit only once.

City planners are well aware of the importance of attractive and informative signage, especially when dealing with the complexities of urban settings. Effective signage can reduce confusion, create a sense of safety, encourage continued development, inspire revitalization of neglected areas, and generally say a great deal about the civic pride which goes into the development and production of such a system.

The graphics system has been developed with respect to information gathered through meetings with civic leaders, state agencies and business people of San Angelo, previous reports, and on-site observations. A signage system cannot provide solutions to all issues encountered during the research period, but responds appropriately to the goals and vision of the community.

IDENTIFY, INVITE, ENHANCE

At the core of an environmental graphics system is the desire to create and reinforce a “sense of place”; to make a city, district, or building more memorable to its inhabitants and visitors. To identify, as well as inform, within the context of a flexible and expansive graphics system, is only part of the intent. The other part is to celebrate those characteristics which make a city unique—whether that be its history, natural resources, events, industries, or unique topography.

Following are some of the objectives of the environmental graphics system for the City of San Angelo.

- Develop and reinforce an identity for historic downtown San Angelo and establish boundaries;
- Identify key entry points into the wider city as well as historic downtown;
- Define pathways for vehicular traffic into and out of the City and between visitor destinations as well as into and out of historic downtown;
- Create an awareness of destinations and promote those destinations;
- Emphasize special aspects of the City which make it unique and interesting;
- Reduce the visual clutter or overuse of signs to reduce confusion;
- Enhance the perception of the City as a unique, fun, diverse and welcoming environment;
- Create a system consisting of components that can be fabricated and installed in phases and maintained over time.

The installation of environmental graphics alone will not accomplish all of these objectives. Because they are “environmental”, these signs will be affected by what is happening around them. For example, a vehicular directional sign may be totally lost if located among a lot of other signs or concealed by trees. A pedestrian directional would not be functional if located where there are no pedestrians.

Sidewalks, landscaping, parks and public amenities such as street lamps, public phones, benches and trash receptacles all contribute to the perception of a welcoming environment. Also, the development and enforcement of stricter signage codes improves the general appearance of any community and could help distinguish San Angelo from its neighbors. These aspects of the environment should be considered in conjunction with future implementation plans for the graphics system.

DEFINITION OF TERMS

For purposes of clarification, the following terms used in this report are defined below.

Environmental Graphics

This form of visual communication is integrated into the environment to direct, inform, identify, and interpret. The term “environmental graphics” covers everything from wayfinding systems to interpretive graphics, to decorative embellishments for buildings and public spaces.

Wayfinding

The discipline which evaluates an area the perspective of a first-time user and facilitates access and usage of the area. Wayfinding elements might include vehicular and pedestrian directional signage to lead visitors into, out of and through an area to specific destinations.

Vehicular Wayfinding System

Designed for the motorist, this directional system identifies a limited number of destinations and directs traffic to those areas. The system must begin at major decision points where traffic can be split and routed to general destinations along preferred routes.

Pedestrian Wayfinding System

At the pedestrian scale, the level of information provided reinforces direction and helps orient the visitor. Included in this would be site identity signs, freestanding directionals, map graphics, interpretive units, and information kiosks designed to accommodate a changing menu of events. The pedestrian wayfinding system not only directs, it also implies graphically the layout of the “destinations” and begins to form a “network” which contributes to cohesiveness.

Interpretive Units

Interpretive markers function as “storytellers” and call attention to particular locations, persons, or other items of interest. They should present information in a concise manner, and when functioning as part of a larger system, should provide a context for continuing along the system.

Pictograms/Icons

Elements of a visual language which graphically represent a place, object, theme or concept. Icons can cross language and literacy barriers, so are helpful devices when incorporated into a wayfinding or interpretive system.

Kiosk

A freestanding structure used to display information, maps, and directional information.

DESIGN CRITERIA

The following design characteristics are important to the success of an exterior signage system.

User Friendly

- Text is Legible
- Uncomplicated messages
- Enhances perception of safety
- Pictograms/Symbols used where logical
- Reflective text for night reading

Minimalistic

- Limited number of Sign Types
- Provides only essential information
- Limited quantity of signs in the environment

Aesthetically Pleasing

- Harmonious to the environment
- Enduring design and typography
- Appropriately scaled to the environment

Maintainable

- Cleanable and repairable surfaces
- Information can be changed or added
- Low maintenance materials

Vandal Resistant

- No exposed access points
- Tamper-proof screws and bolts
- Strong structure securely installed
- Cost-effective, durable materials

Other general guidelines are as follows:

Location

- Normally located to the right of the driver; could be repeated on the left
- Sign must not interfere with pedestrian pathways
- Height of sign panel should allow for clear visibility and should not impede pedestrian or vehicular traffic

Orientation

- Orient sign for greatest visibility from approaching traffic or pedestrians
- Wayfinding signs should be placed as not to block visibility of existing signs.
- Landscaping, other signs and other structures should not interfere with the visibility of the sign face

Lighting

- Reflective text should be used for vehicular directionals and for most pedestrian directionals for greater legibility at night
- Pedestrian signs should be located so as to pick up ambient light wherever possible

Consistency

- Maintain design constraints throughout the sign system
- Be sure that messages are consistent with each other and reinforce each other from vehicular to pedestrian systems
- Coordinate signage information with information distributed in city brochures and maps

SIGN PLACEMENT

Following are general guidelines for placement of vehicular and pedestrian signs as viewed when approaching the sign.

Vehicular Directionals

- Signs must be placed within the driver's immediate cone-of-vision so that they do not have to turn their heads to see the sign.
- The sign face should be perpendicular to the approaching driver. It will be overlooked if it is parallel to the road.
- Sign should not overhang into the roadway if located on a sidewalk or street post. Maintain code-required minimum distance from the edge of the sign to face of curb.
- Signs should be placed on the right side of the road whenever possible. Drivers are conditioned to look to the right side of the road for signs with information.

An exception to this is when a sign is to be read from both directions of approaching traffic, as in the case of double-faced signs. If a double-faced sign is used instead of two single-faced signs on both sides of the road, the double-faced sign should be located for clear readability from both directions of approaching traffic.

- Signs which require drivers to turn must be placed well enough in advance of the intersection in order to allow for reaction time to slow down and turn.

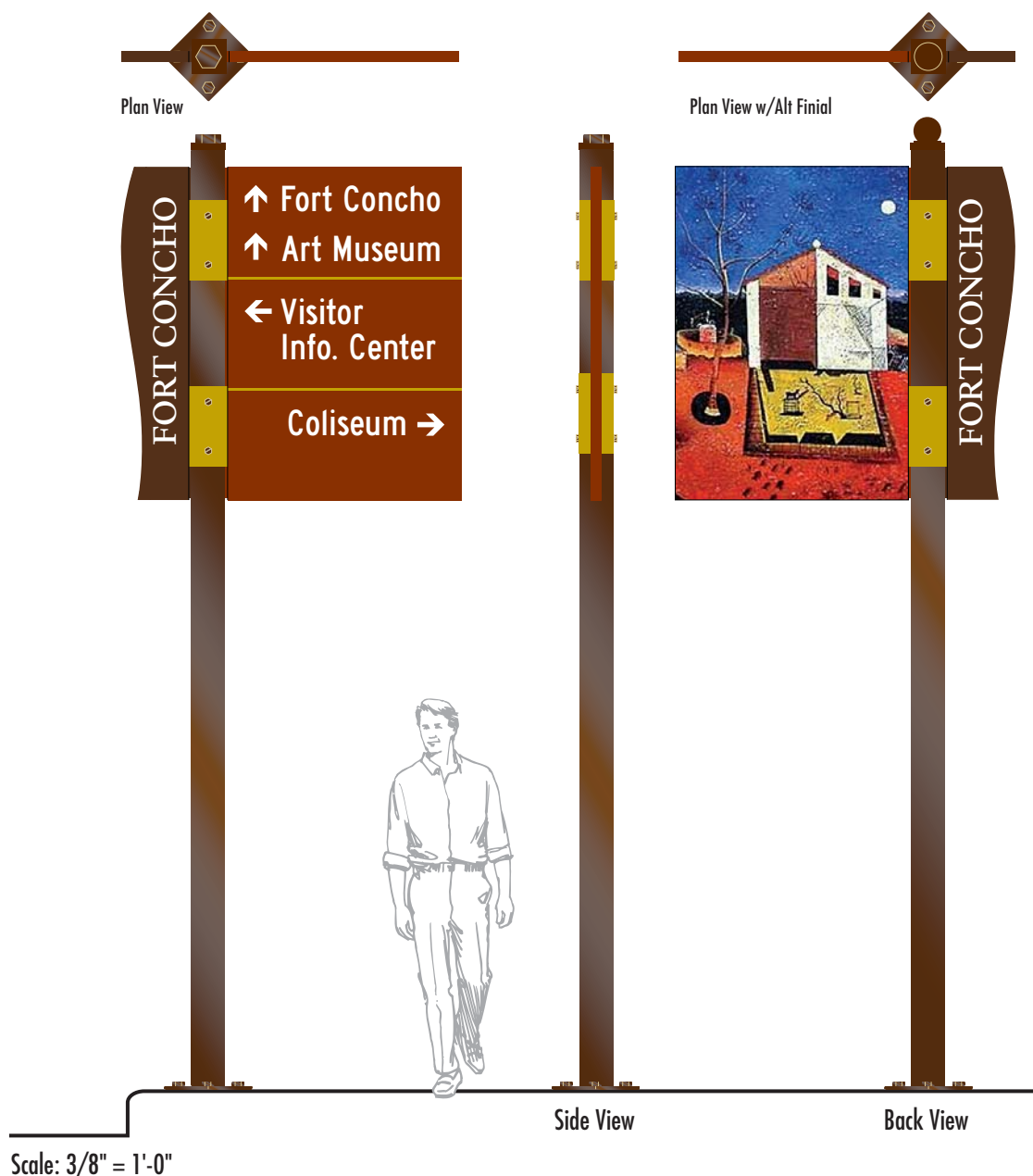
Pedestrian Directionals

- Signs should be placed within a visible area along the path of travel. Signs should be located so as not to interfere with pedestrian traffic, nor should they block important roadway signage or obstruct views for roadway traffic.
- Pedestrian signs have been designed to mount custom posts. Specific mounting heights are shown in the drawings for the individual sign types.
- Consideration should be given to locating pedestrian signs in areas which receive ambient light from other light sources to create better visibility at night.

For all signs, mounting location should be carefully considered so that viewing is not obstructed by other signs, trees or structures. In some cases, it may be necessary to remove and/or consolidate information presented by other signs, and will be subject to the approval of the Traffic Engineering Director.

Where a new sign is replacing an older sign which does not comply with the standards in this Manual, the entire sign assembly should be replaced. Old sign posts should be removed and replaced with the new custom posts, again, subject to the approval by the Traffic Engineering Director.

Posting or combining other signs on the Wayfinding assemblies specified in this Manual is prohibited. The assembly should consist only of wayfinding signs to maintain the aesthetic appearance of the sign system.



Location:

This sign type is to be located at major street intersections or along traffic corridors with lower speed limits, between 30 to 40 mph. These signs are not appropriate for high speed routes such as highways or interstates.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$8,900
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$8,090
+5% for "Corten" textured finish

Application:

This sign type is to direct traffic along preferred routes to major destinations and to parking. Additionally, these signs include a changeable District Identifier that should be used throughout approved Districts to reinforce those identities.

The number of these signs should be limited in quantity along the routes of travel so as not to become too dominant in the environment, but frequently enough to reinforce a preferred pathway to parking and major destinations.

Content Guidelines:

Information on the panels should be limited to not more than four destinations, and directional information to parking and tourist information.

Destinations should be grouped by direction in the order of up arrow/ahead, left arrow, right arrow. Within groupings list destinations by geographic proximity with closer destinations first and farthest destinations last.

The approved destination list for San Angelo can be found on page 6.2 of this guide.



ALTERNATE DISTRICT IDENTIFIERS
Not to Scale

CITY IDENTIFIER
Not to Scale

Application:

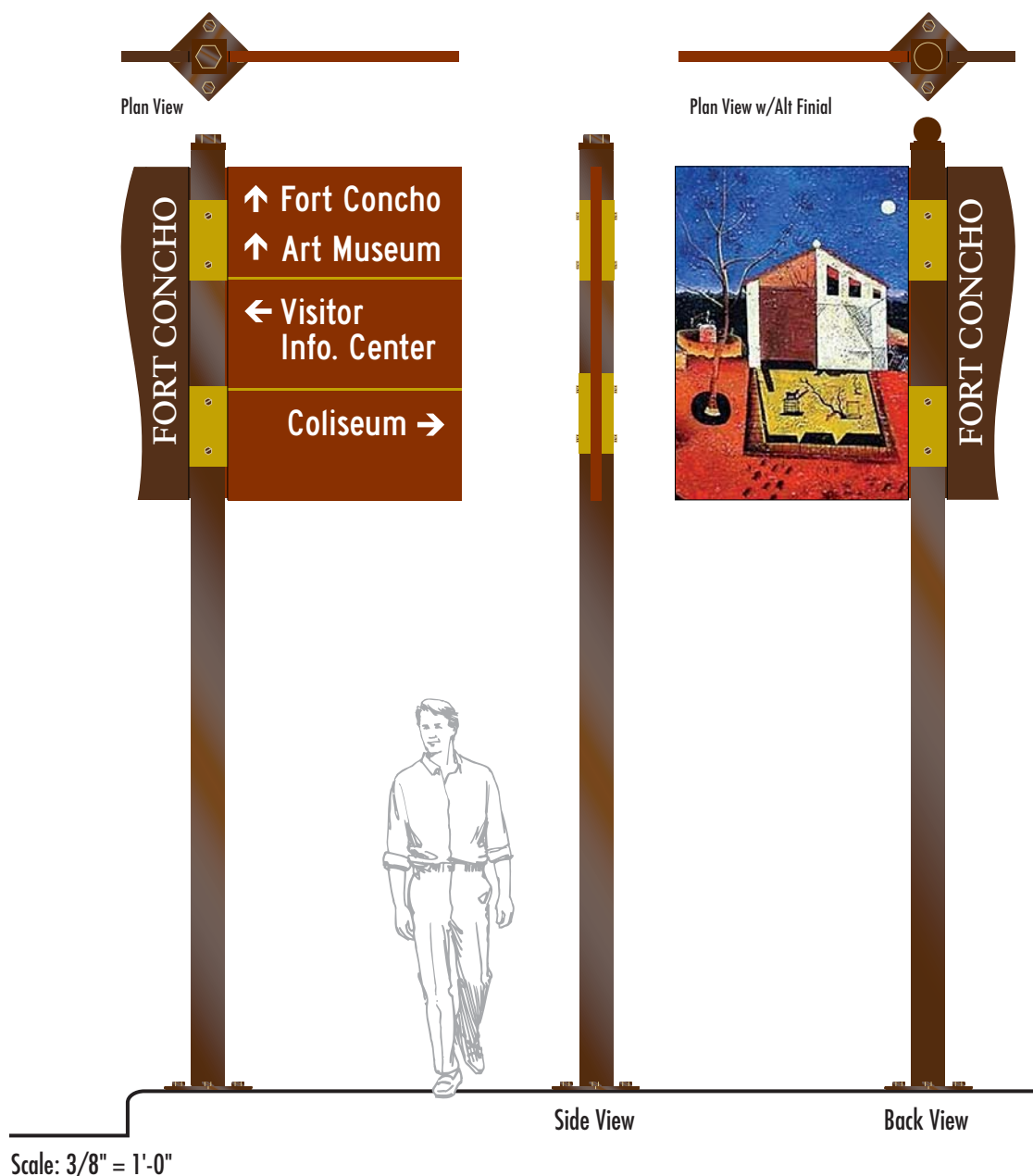
The District Identifier should be used throughout the District to reinforce its identity. This plan includes the District designations listed above. At some time in the future this Plan may be amended to include additional Districts, but at this time, only the areas designated above are considered Districts for the purpose of this Graphics Plan.

Each approved District utilizes a unique color for the background color of the identifier panel. Paint colors and specifications for these Districts are found on sheet **G.6** of the separate CD package.

For implementation in areas or neighborhoods of San Angelo that are not currently designated as Districts in this Plan, the "San Angelo" city identifier should be used in lieu of a District designation.

NOTE:

Only signs with the "Historic Downtown" District Identifier will feature the alternate ball finial. All other Districts and the City signs will feature the standard hex-head toppler.



Application:

An optional feature of this sign type is the ability to feature artwork or photography on the back side of the directional panel. By utilizing Scotchprint (or approved equal) it is possible to change the artwork out over time by removing and installing new prints, or applying new prints on top of old ones, up to 2- or 3-deep.

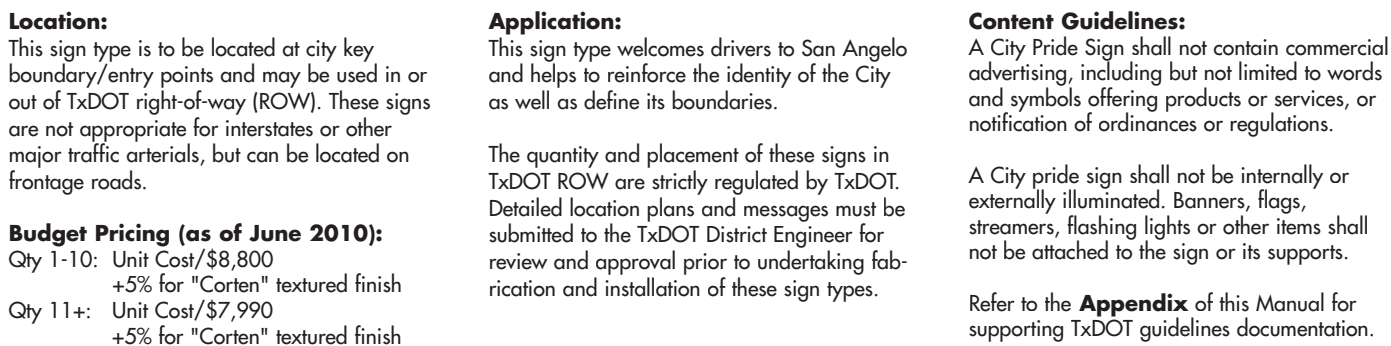
Content Guidelines:

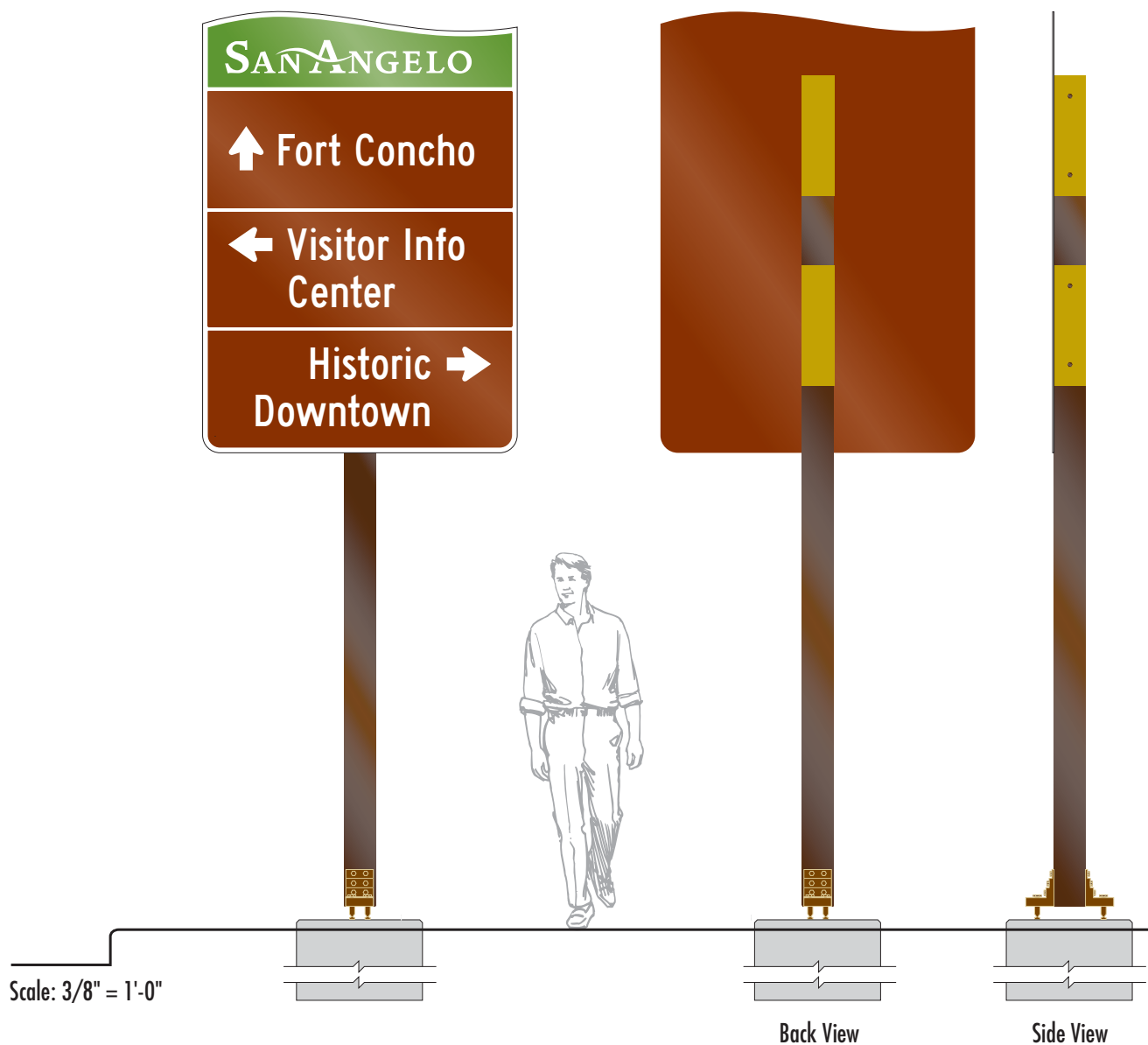
Content may be illustrative or photographic in nature and subject matter can vary. It is recommended that a theme be developed by District so that all artwork in an area relates by subject matter and possibly by method of execution (photos vs. illustration).

This theme may vary over time, and could revolve around the unique history or features of a District. Other possible themes include seasonal colors or special events.

Budget Pricing:

In addition to the fabrication/installation fees that are shown on page 5.1 of this Manual, it is important to include fees for work-for-hire or usage rights for the imagery that will be featured on these signs. These costs may vary greatly. See page 7.2 of this Manual for additional information.





Location:

This sign type is to be located in advance of major street intersections or along traffic corridors with lower speed limits (between 20 to 45 mph) that fall within TxDOT right-of-way (ROW). These signs are not appropriate for interstates or other major traffic arterials.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$8,800
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$7,990
+5% for "Corten" textured finish

Application:

This sign type is to direct traffic along preferred routes that are in TxDOT ROW to major destinations. Additionally, these signs include a changeable District Identifier that should be used throughout approved Districts to reinforce those identities.

The quantity and placement of these signs in TxDOT ROW are strictly regulated by TxDOT. Detailed location plans and messages must be submitted to the TxDOT District Engineer for review and approval prior to undertaking fabrication and installation of these sign types.

Content Guidelines:

Information on the panels MUST be limited to no more than three destinations and a maximum of size (6) lines of copy and shall not contain commercial advertising.

Destinations should be grouped by direction in the order of up arrow/ahead, left arrow, right arrow. Within groupings list destinations by geographic proximity with closer destinations first and farthest destinations last.

Refer to the **Appendix** of this Manual for supporting TxDOT guidelines documentation.



ALTERNATE DISTRICT IDENTIFIERS
Not to Scale



CITY IDENTIFIER
Not to Scale

Application:

The District Identifier should be used throughout the District to reinforce that identity. This Plan includes the District designations listed above. At some time in the future this Plan may be amended to include additional Districts, but at this time, only the areas designated above are considered Districts for the purpose of this Graphics Plan.

Each approved District utilizes a unique color for the background color of the identifier panel. Paint colors and specifications for these Districts are found on sheet **G.9** of the separate CD package.

For implementation in areas or neighborhoods of San Angelo that are not currently designated as Districts in this Plan, the "San Angelo" city identifier should be used in lieu of a District designation.

NOTE:

Only signs with the "Historic Downtown" District Identifier will feature the alternate ball finial. All other Districts and the City signs will feature the standard hex-head topper.



Location:

This double-sided directory should be located at major pedestrian gathering places such as parks or plazas and positioned on a North/South, East/West axis. Orientation of the map on each directory should be heads-up for neighborhood/walking maps and North-up for City-wide maps.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$10,400
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$9,500
+5% for "Corten" textured finish

Application:

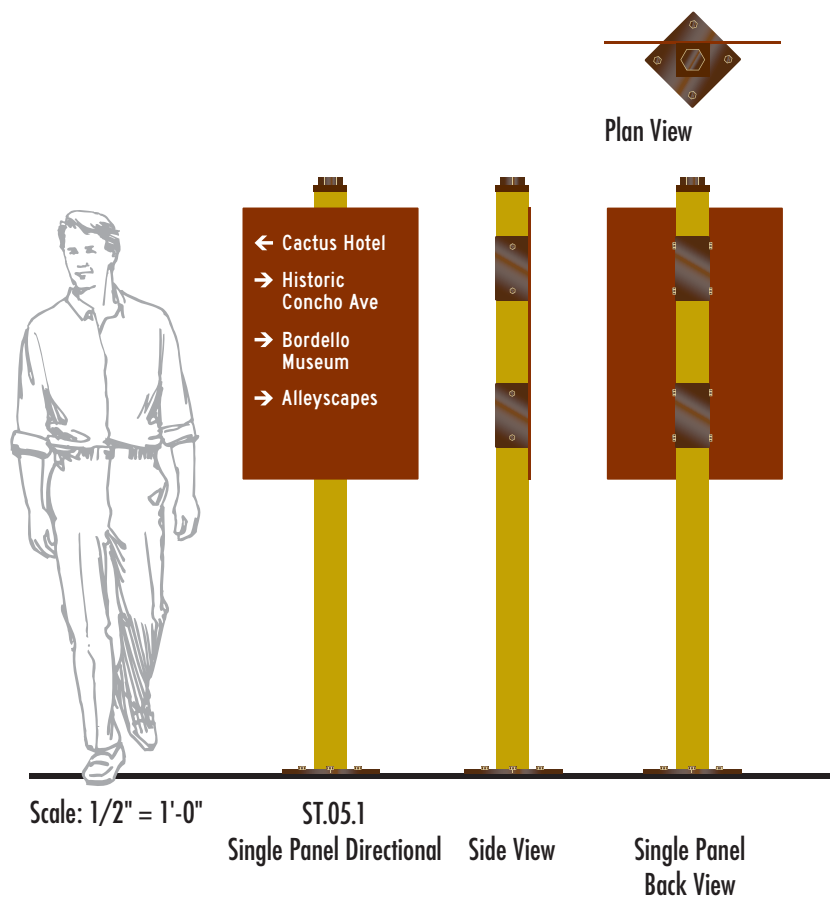
This sign type is intended to help orient pedestrians to a District, neighborhood or the wider city. Maps educate them about points of interest and aid in directing people to them.

Information on these signs can be more detailed than on vehicular and pedestrian directional signs and therefore additional amenities and destinations may be featured here that can not be justified as major destinations for directional signs and have not qualified for the approved list on page 6.2 of this Manual.

Content Guidelines:

The preferred configuration of this sign contains a neighborhood, area or District map on one side and a city map on the other. The intention is to highlight attractions, amenities, parking, hotels and other tourist-oriented businesses. Destinations should be selected carefully to ensure the map content is relatively stable and won't change constantly. Annual or biannual updates of the maps should be anticipated when budgeting for this sign type.

Note: This drawing is to show overall size of map area. Actual artwork must be created for each sign location.



Location:

This sign type is to be located along primary pedestrian corridors at major pedestrian intersections, near parking facilities or other key decision points, and should be placed frequently enough so as to reinforce a pathway.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$3,450
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$3,050
+5% for "Corten" textured finish

Application:

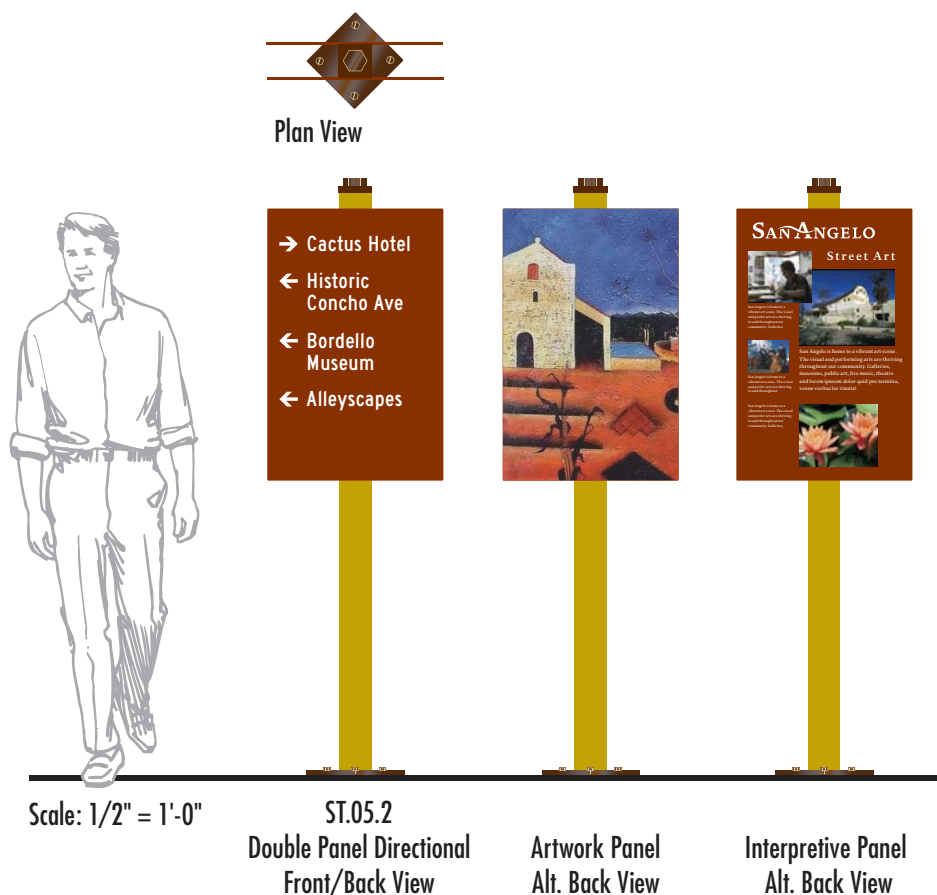
This sign type directs pedestrians to primary and secondary destinations along optimum routes of travel. Use of these signs creates a preferred pathway for pedestrians to enjoy neighborhood highlights while avoiding obstacles like heavy vehicular traffic and unsafe or unattractive conditions.

Signs should be placed to take advantage of available ambient light if possible. Sign placement should never obstruct view corridors of vehicular traffic.

Content Guidelines:

This sign type lists destinations within walking distance in the order in which they occur. Listings should be limited to no more than five or six destinations.

Destinations should be grouped by direction in the order of up arrow/ahead, left arrow, right arrow. Within groupings list destinations by geographic proximity with closer destinations first and farthest destinations last.



Location:

This sign type is to be located along primary pedestrian corridors at major pedestrian intersections, near parking facilities or other key decision points, and should be placed frequently enough so as to reinforce a pathway.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$3,875
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$3,470
+5% for "Corten" textured finish

Application:

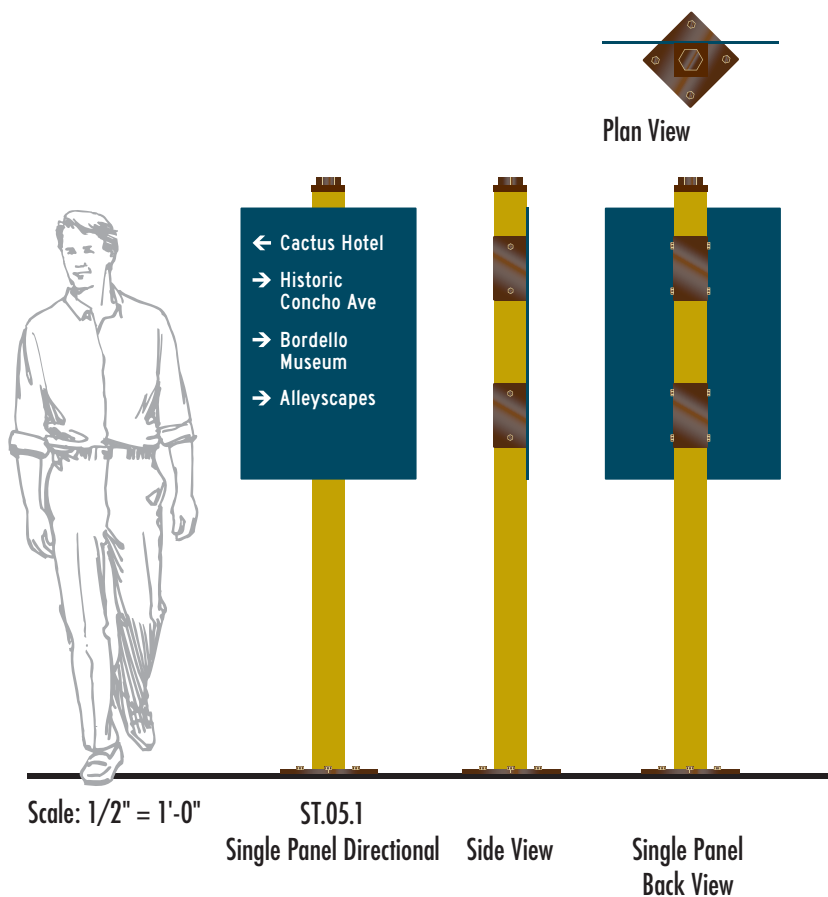
This sign type directs pedestrians to primary and secondary destinations along optimum routes of travel. Alternate back panel layouts allow for the introduction of artwork and interpretive information to highlight local color.

Signs should be placed to take advantage of available ambient light if possible. Sign placement should never obstruct view corridors of vehicular traffic.

Content Guidelines:

This sign type lists destinations within walking distance in the order in which they occur. Listings should be limited to no more than five or six destinations.

Destinations should be grouped by direction in the order of up arrow/ahead, left arrow, right arrow. Within groupings list destinations by geographic proximity with closer destinations first and farthest destinations last.



Location:

With a change in color on the sign panels, this sign type can be located along walk/bike trails along the Riverwalk and should be placed frequently enough so as to reinforce a pathway and at intersections of trails as well as sidewalks.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$3,450
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$3,050
+5% for "Corten" textured finish

Application:

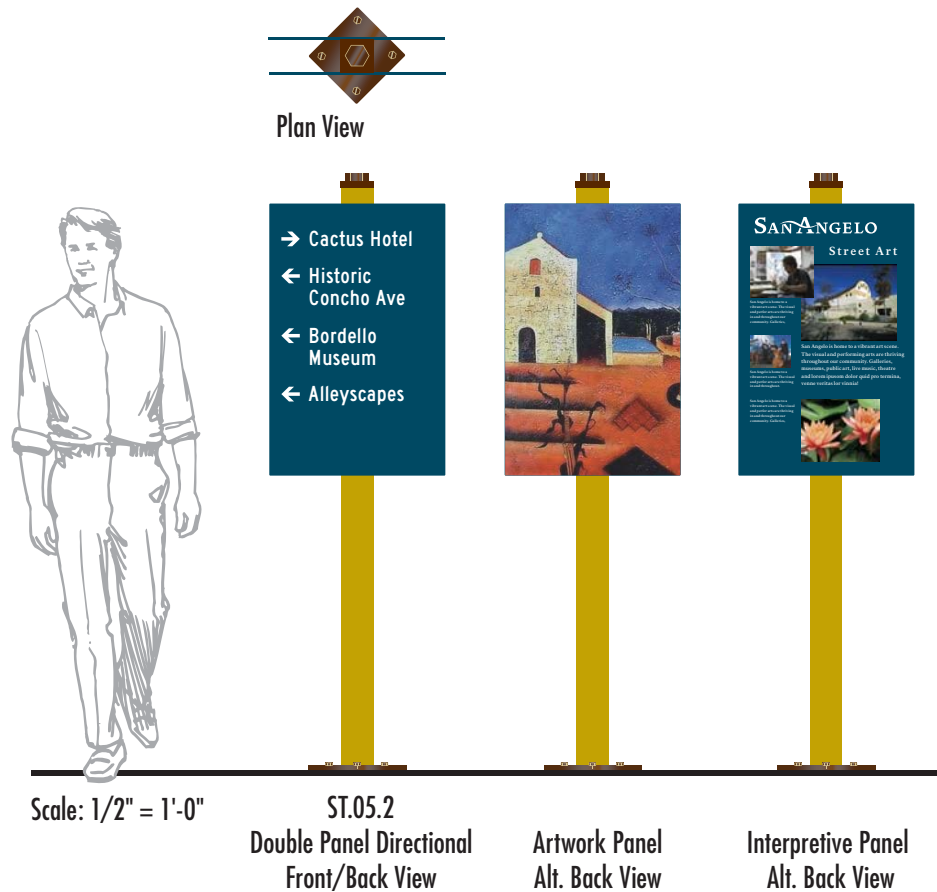
This sign type directs hike/bike trail users to destinations along the Riverwalk as well as in adjacent districts that are within walking distance of the trail. Use of these signs creates a comfort level for walkers who might otherwise be intimidated by the unsigned trail. It also encourages use of the trail by offering a reward for exploring in the form of guaranteed success in finding destinations and attractions.

Signs should be placed to take advantage of available ambient light if possible. Sign placement should never obstruct view corridors of vehicular traffic.

Content Guidelines:

This sign type lists destinations within walking distance in the order in which they occur. Listings should be limited to no more than five or six destinations.

Destinations should be grouped by direction in the order of up arrow/ahead, left arrow, right arrow. Within groupings list destinations by geographic proximity with closer destinations first and farthest destinations last.



Location:

With a change in color on the sign panels, this sign type can be located along walk/bike trails along the Riverwalk and should be placed frequently enough so as to reinforce a pathway and at intersections of trails as well as side-walks.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$3,875
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$3,470
+5% for "Corten" textured finish

Application:

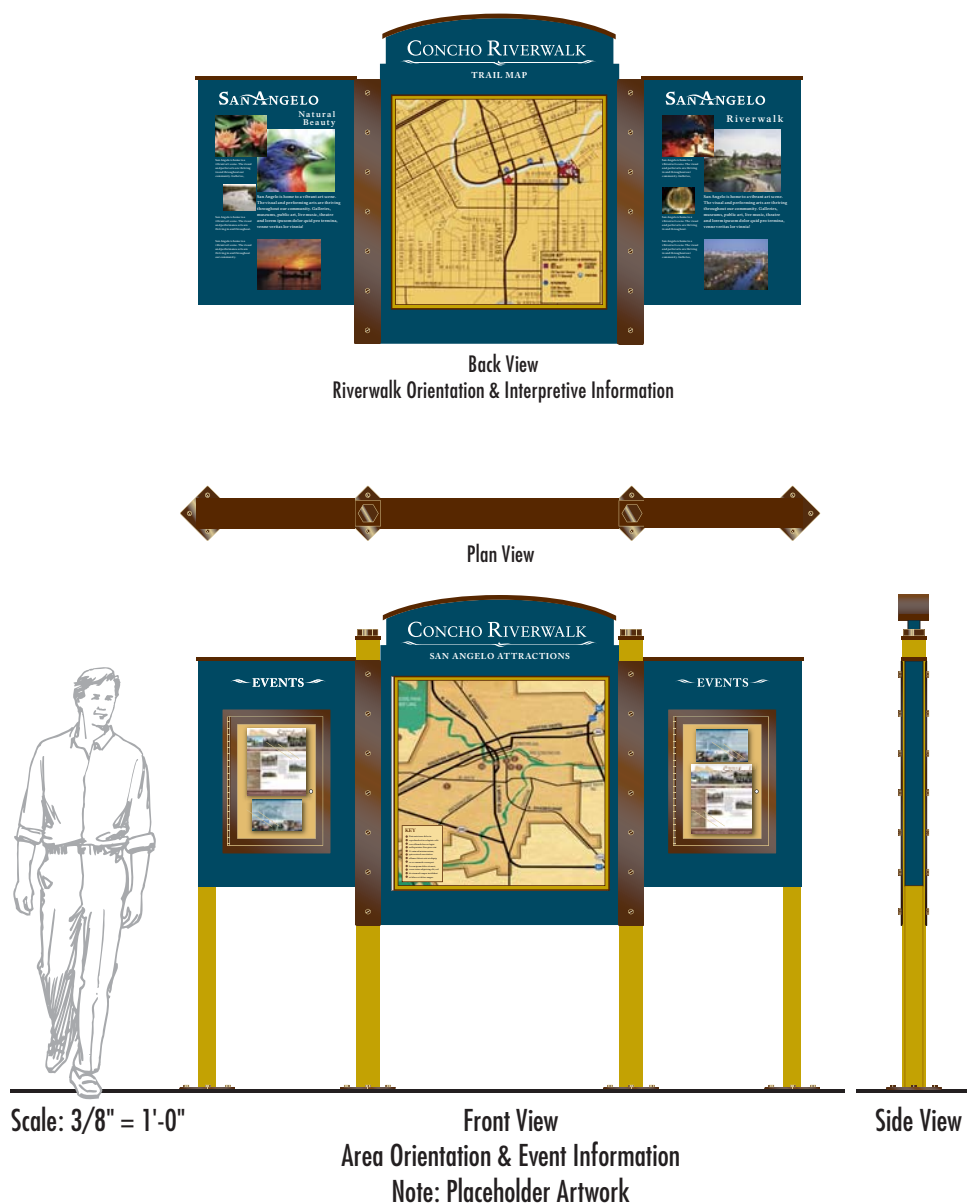
This sign type directs hike/bike trail users to destinations on the trail and in adjacent areas. Alternate back panel layouts allow for the introduction of artwork and interpretive information to highlight natural and historical features of the Riverwalk, trail and natural areas, as well as local color.

Signs should be placed to take advantage of available ambient light if possible. Sign placement should never obstruct view corridors of vehicular traffic.

Content Guidelines:

This sign type lists destinations within walking distance in the order in which they occur. Listings should be limited to no more than five or six destinations.

Destinations should be grouped by direction in the order of up arrow/ahead, left arrow, right arrow. Within groupings list destinations by geographic proximity with closer destinations first and farthest destinations last.



Location:

This double-sided directory should be located at major pedestrian gathering places along or at entrances to the Riverwalk and positioned on a North/South or East/West axis. Orientation of the map should be heads-up for the walking map and North-up for the City-wide map.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$16,200
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$14,400
+5% for "Corten" textured finish

Application:

This sign type is intended to help orient visitors to the Riverwalk trails and related parks and amenities. Walking time information can encourage visitors to be more adventurous.

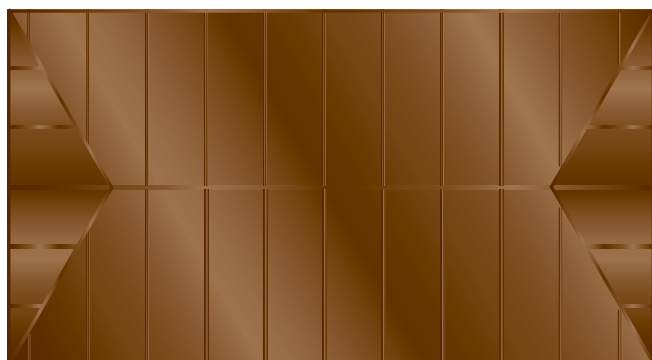
Locking cases can feature posters and flyers for upcoming events, schedules of activities and other valuable information for visitors and residents alike. Content of these cases is easily changeable and should be closely monitored.

Ancillary panels also present an opportunity to include interpretive content to heighten a visitor's enjoyment of the City.

Content Guidelines:

The preferred configuration of this sign contains a Riverwalk trail map on one side and a city map on the other. The intention is to highlight attractions and amenities that may be accessed from Riverwalk trails. Destinations should be selected carefully to ensure the map content is relatively stable and will not change constantly. Annual or biannual updates of the maps should be anticipated when budgeting for this sign type.

Note: This drawing is to illustrate content concepts. Actual artwork must be created for each sign location.



Scale: 3/8" = 1'-0"

Plan View



Scale: 1/2" = 1'-0"

Front View

Area Orientation & Event Information

Note: Placeholder Artwork



Side View

Location:

This double-sided directory should be located at major pedestrian gathering places along or at the entrances to the Riverwalk and positioned on a North/South or East/West axis. Orientation of the map should be heads-up for the walking map and North-up for the City-wide map.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$20,250
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$18,000
+5% for "Corten" textured finish

Application:

This sign type is intended to help orient visitors to the Riverwalk trails and related parks and amenities. Walking time information can encourage visitors to be more adventurous.

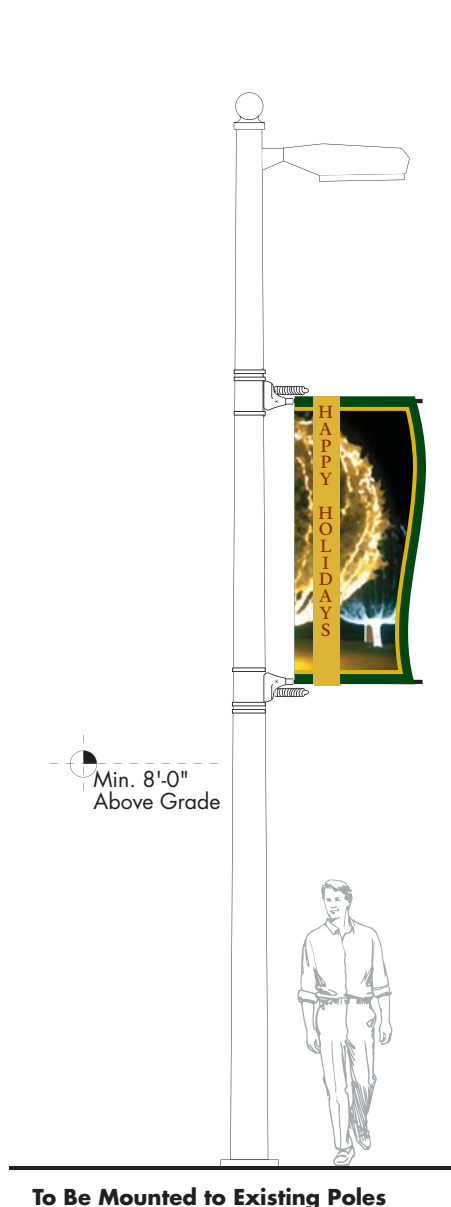
Locking cases and interpretive panels allow for changeable content and highlight unique features in detail.

The addition of a roof provides shade and light shelter for viewers. This sign type may be adaptable as a shelter for bus or trolley riders.

Content Guidelines:

The preferred configuration of this sign contains a Riverwalk trail map on one side and a city map on the other. The intention is to highlight attractions and amenities that may be accessed from Riverwalk trails. Destinations should be selected carefully to ensure the map content is relatively stable and will not change constantly. Annual or biannual updates of the maps should be anticipated when budgeting for this sign type.

Note: This drawing is to illustrate content concepts. Actual artwork must be created for each sign location.



Location:

These banners mount on existing lamp posts in primarily commercial areas. Permission of pole owner/agency must be obtained prior to installation. A Registered Engineer is to determine windload of banner and suitability of pole. Size of banner will depend in part of the engineering on the engineering of the existing post.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$1,620 *
Qty 11+: Unit Cost/\$1,440 *

* NOTE: includes cost of brackets and banner.

Application/Content Guidelines:

Subject matter on banners can reinforce District's Identity, promote special events or provide seasonal color. They are primarily decorative in character and can be changed frequently.

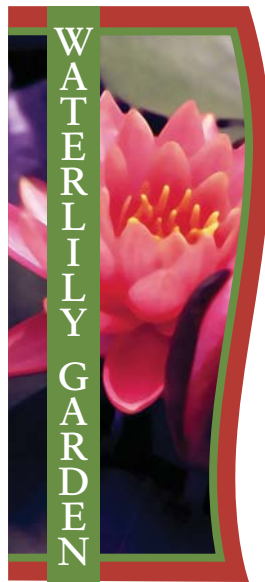
Banners can be made of different materials depending on budget and intended duration of installation. Building an inventory of banners and rotating them in and out of installation extends the life of individual banners and contributes a fresh look to an area.

Description:

Banner panel of double-sided Panaflex material, or approved equal, with graphics digitally printed with UV inks.

Fabric panels mount to existing posts with Banner-Saver collapsible banner arms. Use of Banner-Saver arms will reduce windload stress on the light pole and extend the life of the banner.

Alternate banner material may be used for short-term installations.



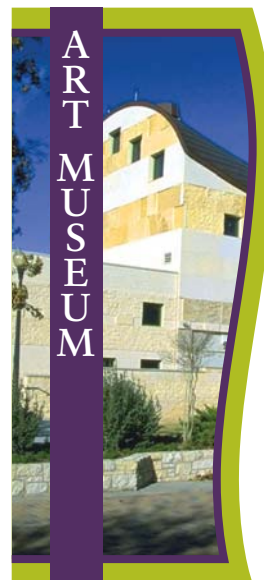
Destination Banner



Event Banner



Historical Banner

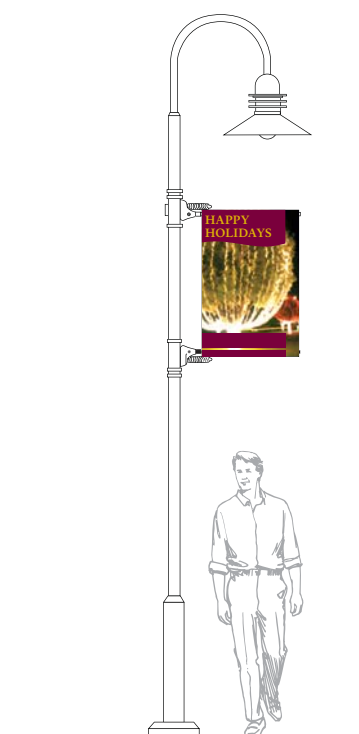


District Banner

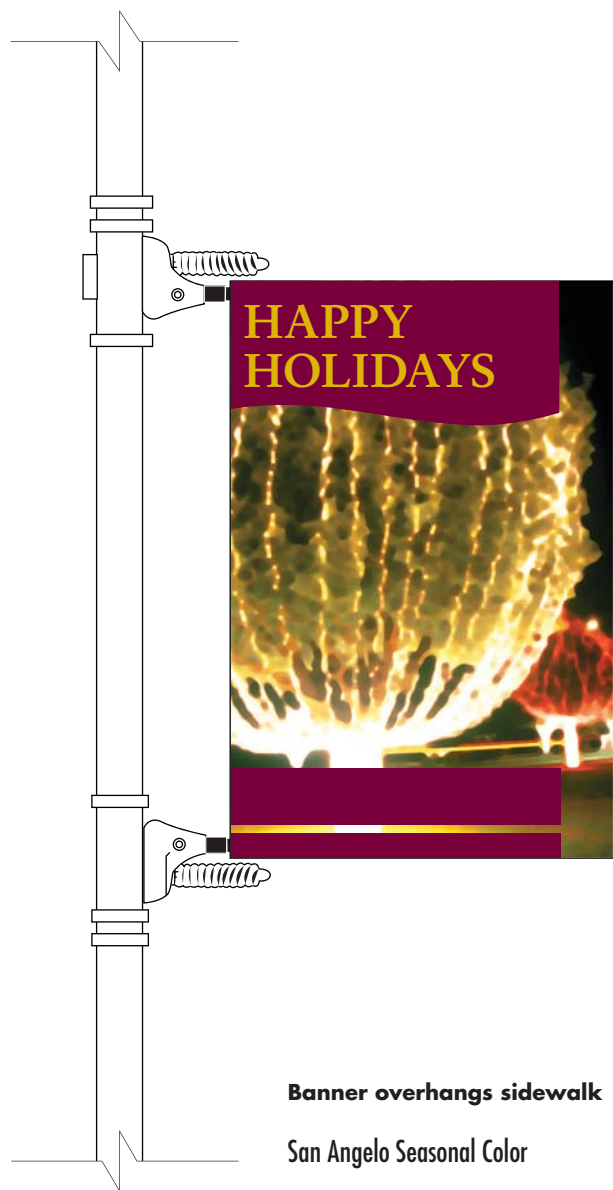
ALTERNATE BANNERS

Application/Content Guidelines:

Subject matter on banners may reinforce a District's Identity, promote special events or provide seasonal color. They are primarily decorative in character and can be changed frequently.



To Be Mounted to Existing Poles
Scale: 1/4" = 1'-0"



Banner overhangs sidewalk

San Angelo Seasonal Color

To Be Mounted to existing Poles
Scale: 1" = 1'-0"

Location:

These banners mount on existing lamp posts in primarily commercial areas. Permission of pole owner/agency must be obtained prior to installation. A Registered Engineer is to determine windload of banner and suitability of pole. Size of banner will depend in part of the engineering on the engineering of the existing post.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$1,000 *

Qty 11+: Unit Cost/\$875 *

* NOTE: includes cost of brackets and banner.

Application/Content Guidelines:

Subject matter on banners can reinforce District's Identity, promote special events or provide seasonal color. They are primarily decorative in character and can be changed frequently.

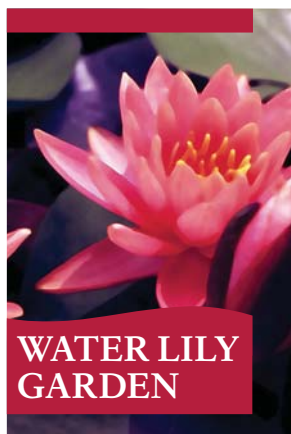
Banners can be made of different materials depending on budget and intended duration of installation. Building an inventory of banners and rotating them in and out of installation extends the life of individual banners and contributes a fresh look to an area.

Description:

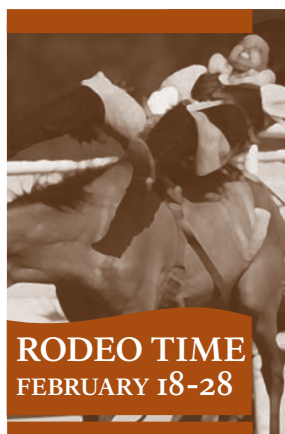
Banner panel of double-sided Panaflex material, or approved equal, with graphics digitally printed with UV inks.

Fabric panels mount to existing posts with Banner-Saver collapsible banner arms. Use of Banner-Saver arms will reduce windload stress on the light pole and extend the life of the banner.

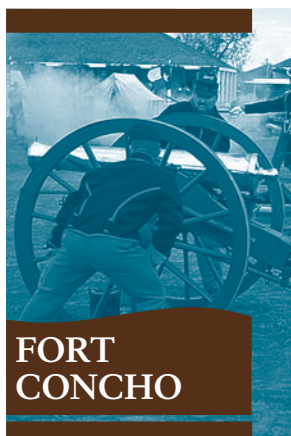
Alternate banner material may be used for short-term installations.



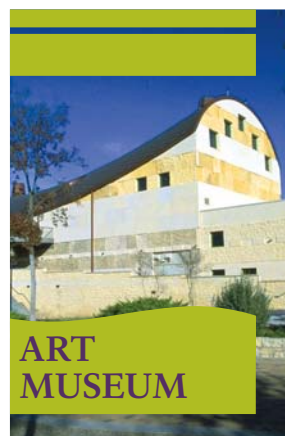
Destination Banner



Event Banner



Historical Banner

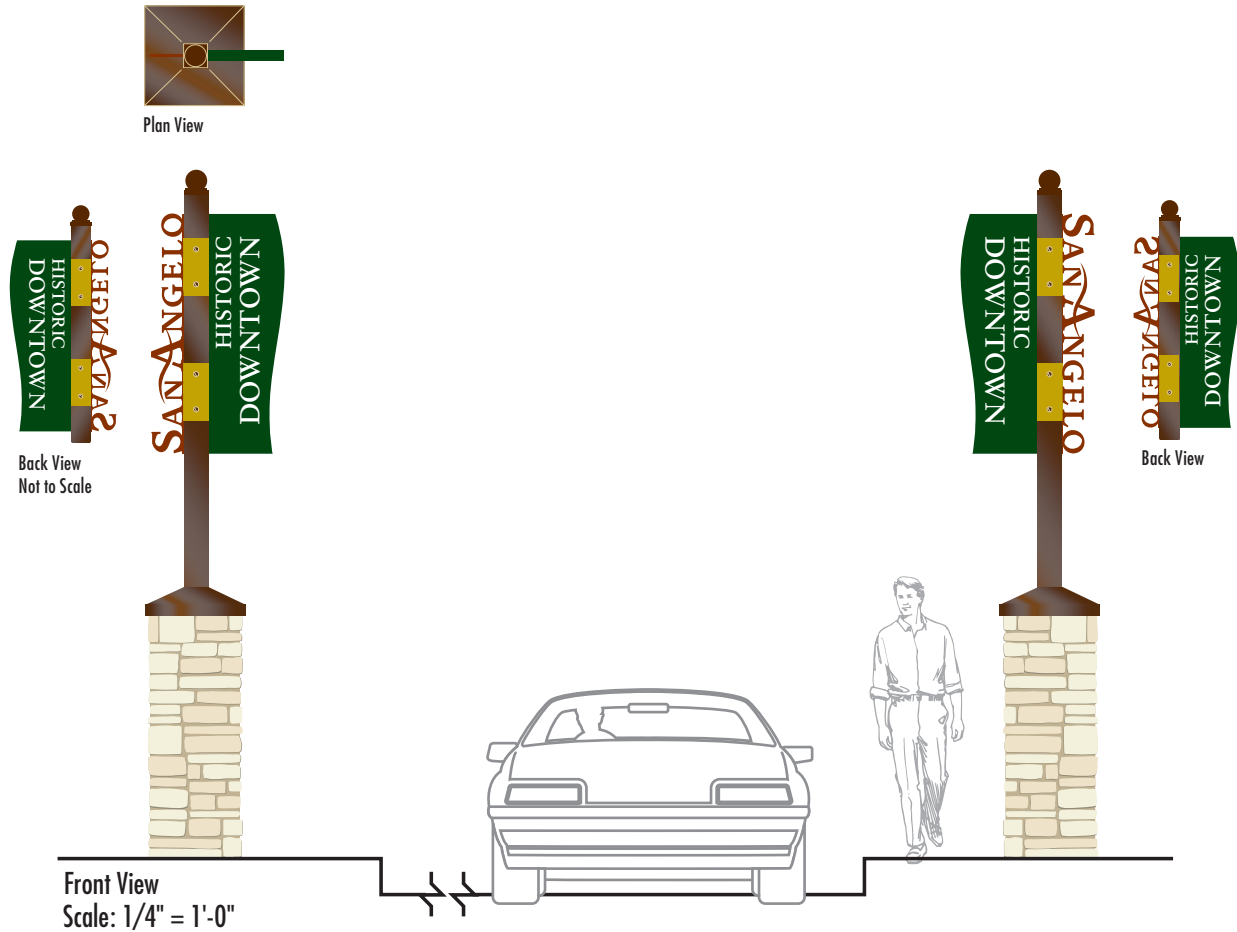


District Banner

ALTERNATE BANNERS

Application/Content Guidelines:

Subject matter on banners may reinforce a District's Identity, promote special events or provide seasonal color. They are primarily decorative in character and can be changed frequently.



Location:

These signs are intended to be installed in pairs flanking either side of the road at key gateway intersections along major routes into the Historic Downtown District.

These columns are suitable in areas where the footprint for a sign is limited.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$17,100
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$15,750
+5% for "Corten" textured finish

Application:

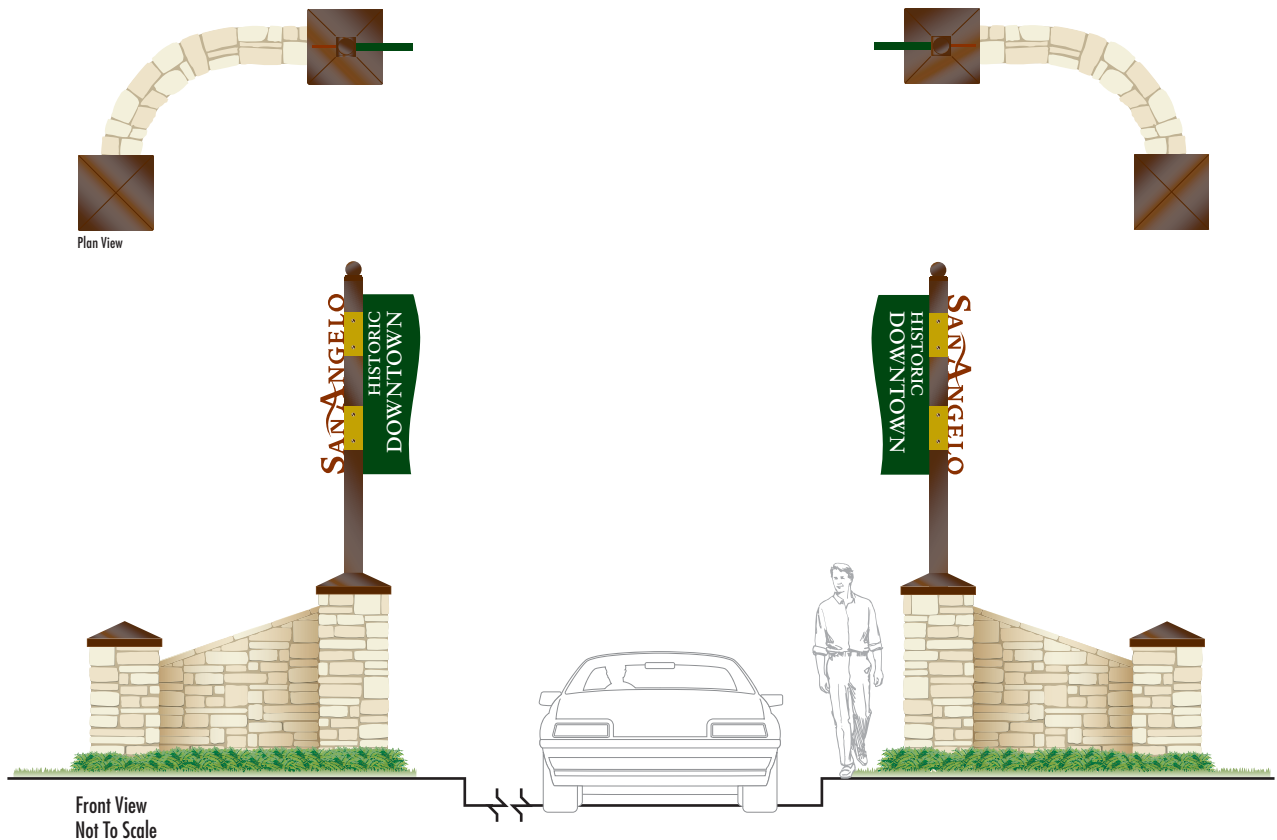
This sign type identifies the boundaries of and entry points into Historic Downtown. Additionally, these gateways reinforce the area as a destination which is called out on directional signs located outside the District.

Content Guidelines:

This sign type contains only the cutout San Angelo logotype and the "Historic District" designation. These do not contain directional information.

If positioned in grass, complimentary planting around the base of the sign are recommended. At maturity, the height of the plants should be relatively short. Select appropriate low-growing vegetation.

Spot lighting from the ground may be necessary for visibility at night depending on ambient light levels.



Location:

These signs are intended to be installed in pairs flanking either side of the road at major gateway intersections along the primary routes into the Historic Downtown District.

Budget Pricing (as of June 2010):

Qty 1-10: Unit Cost/\$27,900
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$24,750
+5% for "Corten" textured finish

Application:

This sign type identifies the boundaries of and entry points into Historic Downtown. Additionally, these gateways reinforce the area as a destination which is called out on directional signs located outside the District.

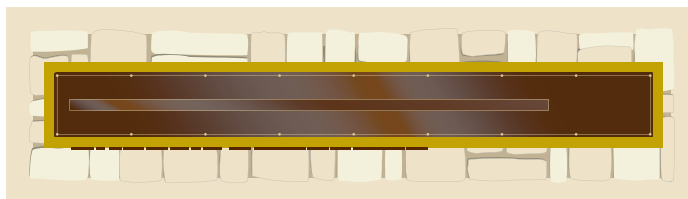
The length of the wall segments between columns can be adjusted for optimal fit within the available space. For extremely limited space, use the column-only installation (ST.10.01) on page 5.14 of this Manual.

Content Guidelines:

This sign type contains only the cutout San Angelo logotype and the "Historic District" designation. These do not contain directional information.

Gateway elements should be accompanied by appropriate complimentary planting around the base of the sign. At maturity, the height of the plants should remain relatively short. Select appropriate low-growing vegetation.

Spot lighting from the ground may be necessary for visibility at night depending on ambient light levels.

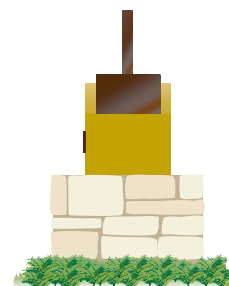


Plan View



Front View

Scale: 3/8" = 1'-0"



Side View

Location:

This sign type is intended to be installed on the right-hand-side of the road at major gateway intersections along the primary routes into Historic Downtown and is intended as an alternative to the ST.10.1/ST.11.1 gateways.

Budget Pricing (as of June 2010):

NON-ILLUMINATED:

Qty 1-10: Unit Cost/\$19,350
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$17,000
+5% for "Corten" textured finish

Application:

This sign type identifies major entry points into Historic Downtown and reinforces the area as a destination. Illuminated and non-illuminated options are available based on budget and power availability*.

ILLUMINATED:

Qty 1-10: Unit Cost/\$23,400
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$20,700
+5% for "Corten" textured finish

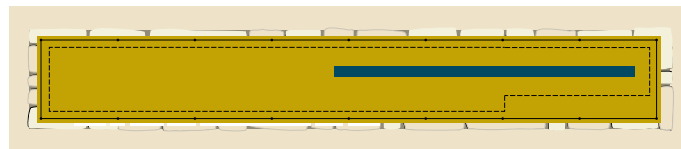
* Cost of bringing power to a location should be budgeted as an additional project expense

Content Guidelines:

This sign type contains only the cutout San Angelo logotype and the "Historic District" designation. These do not contain directional information.

This sign should be accompanied by appropriate complimentary planting around the base of the sign. At maturity, the height of the plants should not interfere with legibility of the sign. Select appropriate low-growing vegetation.

Spot lighting from the ground can be used as an alternative to internal illumination.

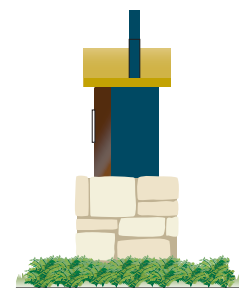


Plan View



Front View

Scale: 3/8" = 1'-0"



Side View

Location:

This sign type should be located near Riverwalk access points that intersect primary vehicular routes. This sign type is intended for both vehicular and pedestrian visibility and should be located and oriented accordingly.

Budget Pricing (as of June 2010):

NON-ILLUMINATED:

Qty 1-10: Unit Cost/\$18,450
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$16,200
+5% for "Corten" textured finish

Application:

This sign type identifies major pedestrian access points to the Riverwalk near primary vehicular roadways. Illuminated and non-illuminated options are available based on budget and power availability*.

ILLUMINATED:

Qty 1-10: Unit Cost/\$22,050
+5% for "Corten" textured finish
Qty 11+: Unit Cost/\$19,800
+5% for "Corten" textured finish

* Cost of bringing power to a location should be budgeted as an additional project expense

Content Guidelines:

This sign type contains only the cutout Concho type and the "Riverwalk" designation. These do not contain directional information.

This sign should be accompanied by appropriate complimentary planting around the base of the sign. At maturity, the height of the plants should not interfere with legibility of the sign. Select appropriate low-growing vegetation.

Spot lighting from the ground can be used as an alternative to internal illumination.

OBSERVATIONS

For many visitors, a common adjective to describe San Angelo is “surprising.” This small-scale but vital city provides an enviable quality of life for residents, convenient amenities for convention business, a thriving art and cultural scene and a wealth of unique and diverse tourist destinations. From the Concho Riverwalk and its numerous parks, trails, and natural areas, San Angelo is the perfect place to explore the West-Texas landscape and culture.

With the San Angelo Museum of Fine Arts as an anchor, the City is host to a stunning artist community. Public art greets visitors throughout San Angelo, and destinations like the Old Chicken Farm Art Center provide an exciting and unique opportunity to purchase art and see artists at work.

All around this working City are the evidence of the industries and ways-of-life that contributed to its growth: Historic Fort Concho, the old railway depot, the Cactus Hotel and numerous warehouses and buildings. And yet, San Angelo is no relic. It is a vital, thriving community that continues to evolve as a 21st Century city and as a testament to a quality of life!

A tremendous asset is its Visitor Center in the heart of the City overlooking the Concho Riverwalk. This beautiful and welcoming space provides a wealth of information to visitors and an excellent starting point of any visit. It also functions well as a hub to which visitors can return repeatedly to gain information and ideas to enhance their visit.

With its well organized website and excellent Visitor Center, San Angelo is a very appealing and accessible tourist city. But, despite its many outreach successes, there are some conditions that are at odds with those goals and efforts.

Throughout the City, much of the existing signage—public and private—is cluttered and illegible. The concentration of signs along commercial strips is staggering, and the lack of sidewalks or setbacks brings the clutter up to the very edges of the streets.

For motorists, this creates a “sea” of visual clutter and a challenging environment in which to place destination related directional signage. It becomes very difficult to digest information. Driver’s reaction time and ability to read and understand what they have seen are compromised, as are public safety. These same issues impact commercial signage as well and compromise the effectiveness of the signage, for those businesses also.

The lack of setbacks and sidewalks also diminishes the appearance of San Angelo as a walk-able, discoverable community. The perception to visitors from the vantage point of their car windows is that San Angelo is a place to drive through, and not a place in which to stop and explore. The effect for residents is the same, as people who travel in their cars to make their way around, not fully informed of what their city has to offer.

Modifications to the environment would contribute greatly to the efforts of this Master Plan and would aid in achieving the maximum benefit from your investment in new wayfinding signage. A review and possible changes to local signage ordinances as well as efforts to include setbacks, sidewalks, landscaped and green areas in future development and renovation could go a long way to helping reduce the visual clutter and diminishing the drive-thru character of many of San Angelo’s primary roadways.

San Angelo must have the support and cooperation of the entire community to implement these changes throughout the City. But, the effect will fulfill the goals of its existing outreach efforts and further solidify San Angelo as a vital city in which to live, to work and to explore.

CIRCULATION DIAGRAMS, WAYFINDING ANALYSIS AND DESTINATION SELECTION

Wayfinding refers to the process by which someone literally finds their way around a place. Each person will instinctively search for and react to a variety of cues in the environment such as traffic patterns, buildings and landmarks as well as man-made or natural landscape features. However, interpretation is somewhat subjective and cues can be misleading. The process is greatly improved for everyone when an objective and coordinated system of signage and information is made available.

At both a vehicular and pedestrian level, wayfinding systems should clarify routes and facilitate access to major districts and destinations, including parking areas. Effective signage will facilitate ease of access to a place by guiding visitors most efficiently and pleasantly to those places of most interest.

The maps on the following pages were created to analyze San Angelo from the perspective of visitors and tourists. Illustrated on these maps are the preferred routes for directing visitors through the City and between destinations. Key decision-making points are highlighted where these routes intersect.

Routes that have been designated as "primary" have been typically selected because they provide the most free-flowing and direct connection between destinations. Some routes may offer other advantages such as scenic views or attractive surroundings that make them more desirable than alternate routes that may be unpleasant to visitors.

As part of the process of conducting this analysis, a study of destinations in San Angelo was undertaken by the Wayfinding Master Plan Committee in order to build consensus and establish an inventory of approved major destinations for the purpose of future implementation of this plan.

As of the publication date of this plan (September 2010), the circulation routes illustrated are intended to connect and facilitate access between the destinations listed in this inventory on page **6.3** of this Manual.

There is an assumption that over time that the City will continue to grow and evolve, and this inventory of routes and destinations will grow and evolve as well. Also included in this plan is some suggested criteria to aid in the future selection of destinations that may be added to this list. Refer to page **6.7** of this Manual.

It is important to note that not all destinations are considered equal by TxDOT for the purposes of inclusion on wayfinding guide signs in TxDOT right-of-way (ROW). In all future implementation phases, detailed plans including location plans and specific messages for each sign to be located in TxDOT ROW must be submitted to the District Traffic Engineer for approval prior to fabrication and installation. Some destinations may be considered insufficient for inclusion.

SUMMARY OF PRIMARY PATHWAYS, DISTRICTS AND DESTINATIONS

The maps on the following pages present the circulation analysis, highlighting key decision-making points and destinations for motorists and pedestrians throughout the City, with a focus on several specific areas/districts. Primary pathways and destinations are summarized on the following pages. Destinations are listed alphabetically.

DISTRICT DESIGNATIONS

- Art Museum
- ASU
- Coliseum
- Fort Concho
- Historic Downtown
- Lake Nasworthy
- Riverside

ALL DESTINATIONS

- Airport
- Alleyscapes
- Angelo Civic Theatre
- ASU
- ASU Planetarium
- Cactus Hotel
- Celebration Bridge
- Chicken Farm Art Center
- City Hall/Auditorium
- CJ Davidson Conference Center
- Coliseum
- Concho Riverwalk
- El Paseo de Santa Angela/
Farmer's Market
- Fairmount Cemetery
- Fine Arts Museum
- Foster Field
- 1st Community Spur Arena
- Fort Concho
- Foster Field
- Goodfellow Airforce Base
- Historic Downtown
- Historic Murals of San Angelo
- International Water Lily Garden
- Junell Center/Stephens Arena
- Kids Kingdom
- Kirby Community Park
- Lake Nasworthy:
Boat Ramps
Camp Grounds
Marina
Nature Center
- Lake View Stadium
- McNease Convention Center
- Miss Hattie's Bordello Museum
- Municipal Pool
- Museum of Telephony
- 9-11 Memorial
- Old Town
- Public Library
- Quicksand Golf Course
- Riverside
- Riverside Golf Course
- River Stage
- Rio Concho Gardens
- Stockyards
- San Angelo Stadium
- San Angelo State Park
- San Angelo Visitors Center
- Santa Fe Golf Course
- Santa Fe Railway Museum
- Skate Park – Downtown
- Skate Park – Kirby Park
- Sunken Garden
- Texas Bank Sports Complex
- Tom Green County Courthouse
- 29th Street Sports Complex
- Vietnam Veterans Memorial
- Wells Fargo Pavilion
- West Texas Collection at ASU

BREAK-DOWN BY DISTRICTS:

ASU - ANGELO STATE UNIVERSITY

Destinations

- ASU
- ASU Planetarium
- CJ Davidson Conference Center
- Fairmount Cemetery
- Foster Fields - Colts
- Historic Fairmont Cemetery
- Junell Center/Stephens Arena
- San Angelo Stadium
- West Texas Collection at ASU

Primary Routes

North/South:

- South Bryant Boulevard
- South Johnson Street
- South Jackson Street

East/West:

- West Avenue N
- Knickerbocker Road

ART MUSEUM

Destinations

- Celebration Bridge
- Fine Arts Museum
- 9-11 Memorial
- Municipal Pool
- River Stage
- Riverwalk

Primary Routes

North/South:

- North Chadbourne Street
- North Oakes Street

East/West:

- East Avenue A

COLISEUM

Destinations

- Coliseum
- 1st Community Spur Arena
- Lake View Stadium
- Parking
- Wells Fargo Pavilion

Primary Routes

North/South:

- Hwy 87/277/N. Bryant Blvd.
- North Chadbourne Street
- North Grape Creek Road

East/West:

- 29th Street
- 50th Street

CONCHO RIVERWALK

Destinations

- Celebration Bridge
- Fine Arts Museum
- Fort Concho
- Historic Downtown
- International Water lily Gardens
- Kids Kingdom
- Municipal Pool
- 9-11 Memorial
- Old Town
- Rio Concho Gardens
- River Stage
- San Angelo Visitors Center
- Santa Fe Golf Course
- Skate Park

Primary Routes

- Riverwalk Trails
- Sidewalks on adjacent public streets where available

FORT CONCHO

Destinations

- El Paseo de San Angelo Courtyard
- El Paseo Farmers Market
- Fort Concho
- Historic Murals of San Angelo
- Museum of Telephony
- Old Town
- Santa Fe Depot Railway Museum

Primary Routes

North/South:

- North Chadbourne Street
- North Oakes Street

East/West:

- East Avenue A
- East/West Avenue B (Future)
- East Avenue D
- Washington Street (Current)

HISTORIC DOWNTOWN

Destinations

- Alleyscapes
- Cactus Hotel
- City Hall/Auditorium
- Concho Riverwalk:
Kids Kingdom
Skate Park
- Historic Concho Avenue
- McNease Convention Center
- Miss Hattie's Bordello Museum
- Public Library
- Rio Concho Garden
- Tom Green County Courthouse

Primary Routes

North/South:

- North Irving Street
- North Chadbourne
- North Oakes Street

East/West:

- West Harris Avenue
- West Beauregard Avenue
- East/West Twohig Avenue
- East/West Concho Avenue

LAKE NASWORTHY

Destinations

- Lake Nasworthy:
Boat Ramp
Camp Grounds
Marina
Nature Center

Primary Routes

Nasworthy Circulation:

- Red Bluff Road
- Middle Concho Drive
- Fisherman's Road

Primary Access:

- Knickerbocker Road

RIVERSIDE

Destinations

- Chicken Farm Art Center
- Kirby Community Park
- Riverside Golf Course
- Skate Park
- 29th Street Sports Complex

Primary Routes

North/South:

- Hwy 87/277/N. Bryant Blvd.

East/West:

- 29th Street

VISITOR CENTER/CENTRAL

Destinations

- Concho Riverwalk
- Convention Center
- Fine Arts Museum
- Fort Concho
- Historic Downtown
- International Water Lily
Gardens
- Old Town
- San Angelo Visitor Center
- Sunken Garden

Primary Routes

North/South:

- Hwy 87/277:
North Bryant Boulevard
South Abe Street
South Koenigheim Street

East/West:

- West Harris Avenue
- West Beauregard Avenue
- East/West Twohig Avenue
- East/West Concho Avenue
- East Avenue A
- East/West Avenue B (Future)
- East/West Washington Street

STAND-ALONE DESTINATIONS:

ANGELO CIVIC THEATRE

Primary Routes

North/South:

- South Bryant Street

East/West:

- West Avenue N

AIRPORT

Destinations

- Airport
- Vietnam Veterans Memorial

Primary Routes

Nasworthy Circulation:

- Red Bluff Road
- Middle Concho Drive
- Fisherman's Road

Primary Access:

- Knickerbocker Road

GOODFELLOW AFB

Destinations

- Visitor/Delivery Entrance

Primary Routes

North/South:

- Hwy 87/277/S. Bryant Blvd.
- South Chadbourne Street
- North/South Bell Street

East/West:

- East Avenue L
- West Avenue N

SAN ANGELO STATE PARK

Primary Routes

North/South:

- FM 2288
- Red Arroyo 2 Road

East/West:

- Arden Road

STOCKYARDS

Primary Routes

North/South:

- North Bell Street

East/West:

- Hwy 67/277

QUICKSAND GOLF COURSE

Primary Routes

North/South:

- North Bell Street

East/West:

- Spaulding Street

TEXAS BANK SPORTS COMPLEX

Primary Routes

North/South:

- North Bell Street

East/West:

- Rio Concho Drive
- St. Ann Street

SELECTION CRITERIA

The objective of these guidelines is to encourage consistent quality of the visitor experience to San Angelo through the signing of appropriate destinations. Additionally, these selection requirements should yield an appropriate quantity of eligible attractions in light of available implementation funds and the capacity of the streetscape to accommodate signs. These efforts should help maximize the economic benefit of this plan to San Angelo.

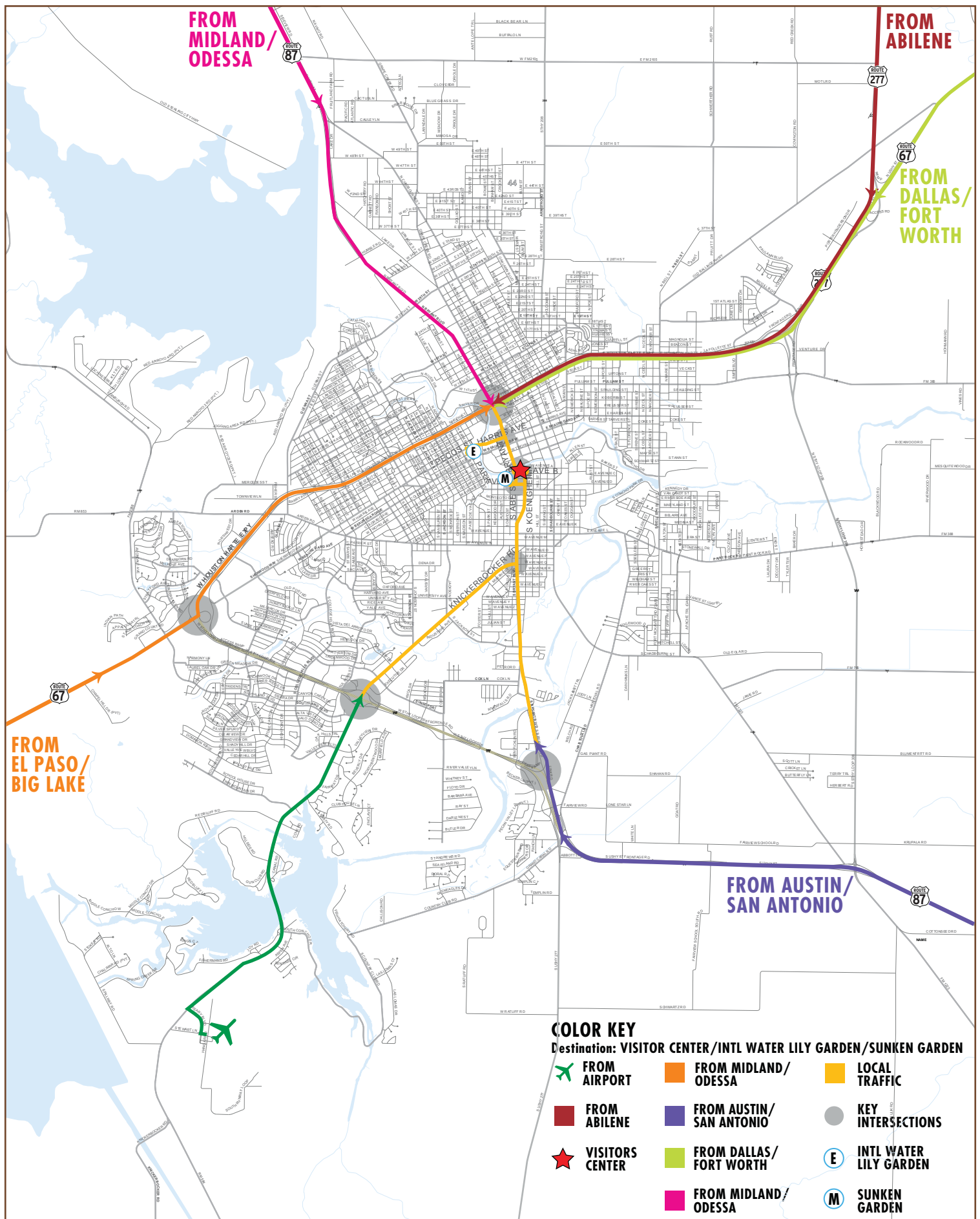
Inclusion of destinations on the wayfinding signs is based, in part, on their readiness to receive visitors. Some criteria for evaluating “Readiness” follows:

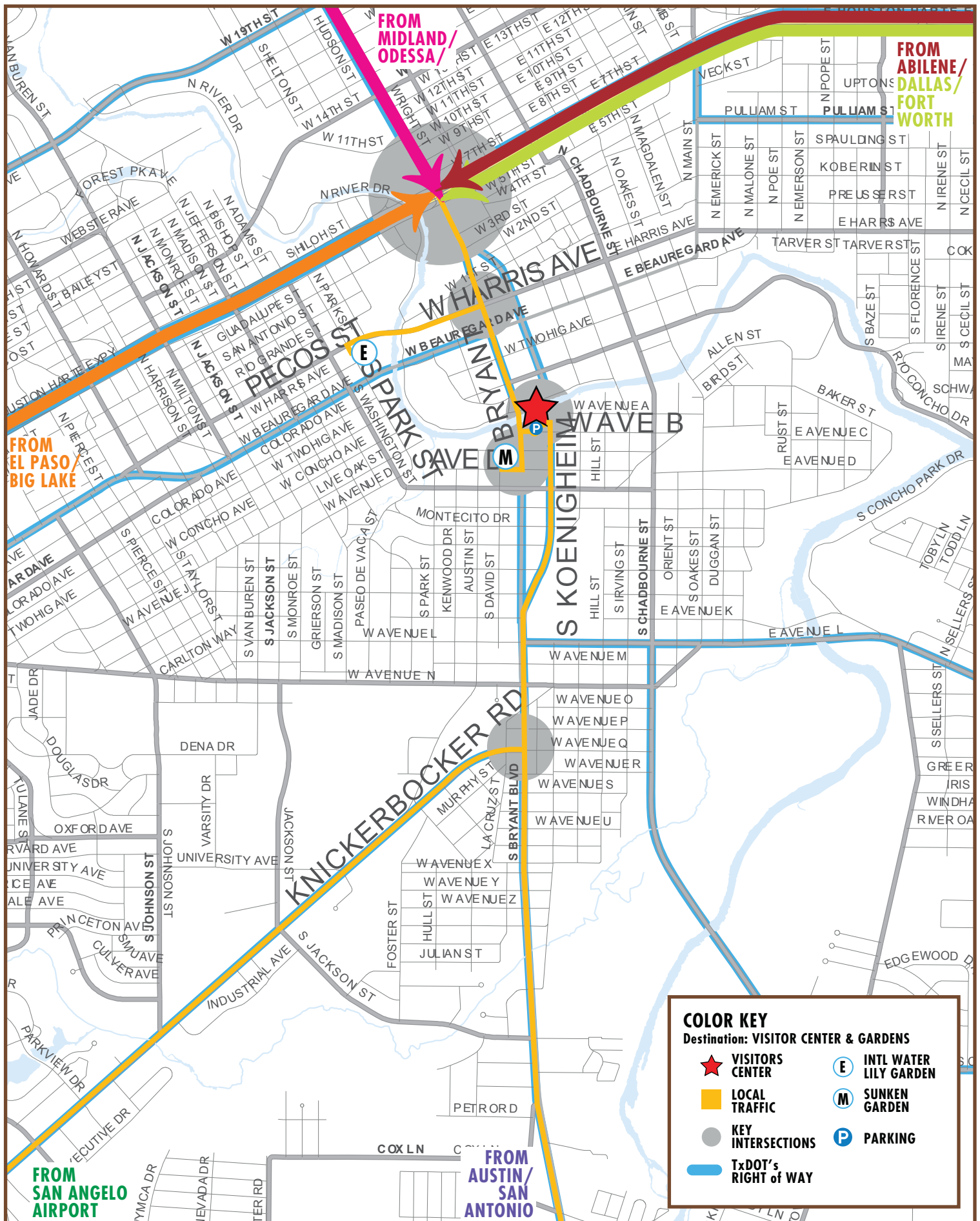
- Does its function support approved tourist/visitor interests and needs?
(See Range of Permitted Functions to the right)
- Are the hours of operation convenient?
- What is the quality of the programming and/or interpretation being offered?
- Are there adequate visitor reception, services, amenities and parking?
- Is the condition or appearance of the facility and surrounding area attractive, safe and pleasant?
- Is the facility compliant with ADA accessibility guidelines?

Range of Permitted Functions

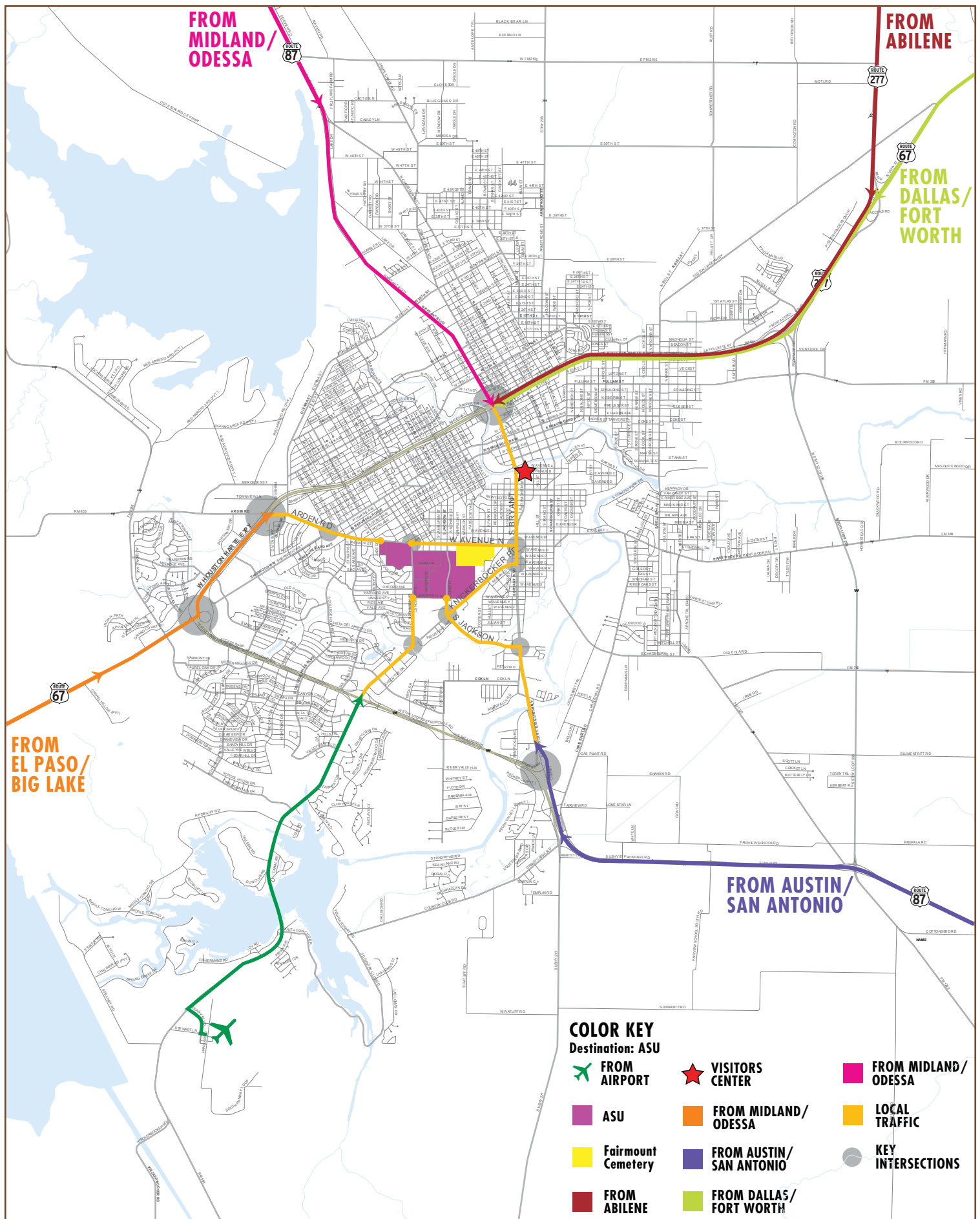
The following functional characteristics are associated with cultural activities, with the interests of tourists and first-time visitors in mind. Destinations, for the purposes of this wayfinding system, must serve one or more of these functions:

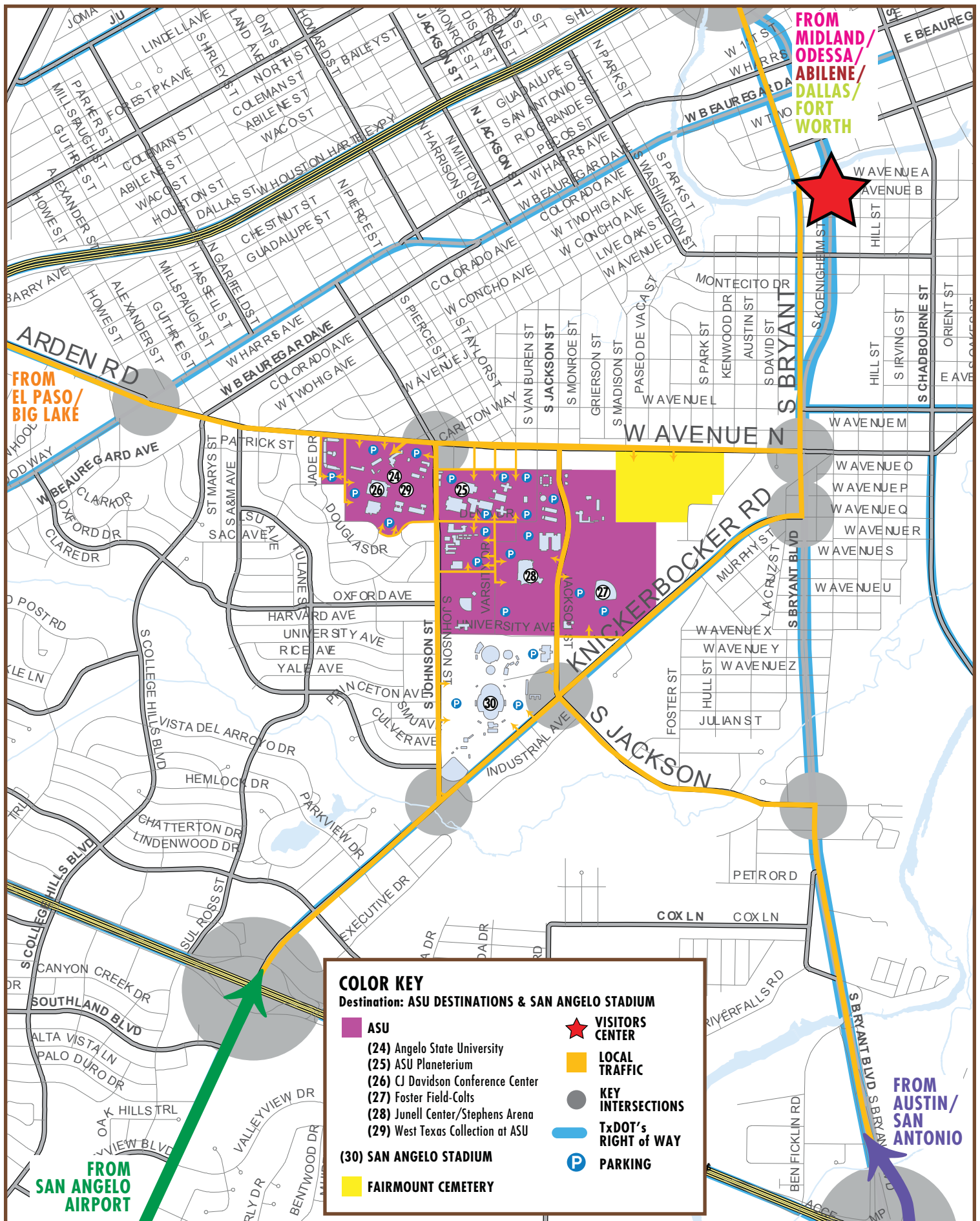
- Educational
- Exhibit
- Performing Arts
- Historic (with regional or national significance)
- Athletic/Sports
- Park/Recreation
- Government/Military
- Visitor Information/Service
- Community Center
- Library
- Parking (20+ public spaces)
- Public Open Space
- Special Events
- Special/Significant
(concentrated activities which, even if commercial in nature, may be considered — i.e. Shopping District, Arts District, Museum District)
- Transportation

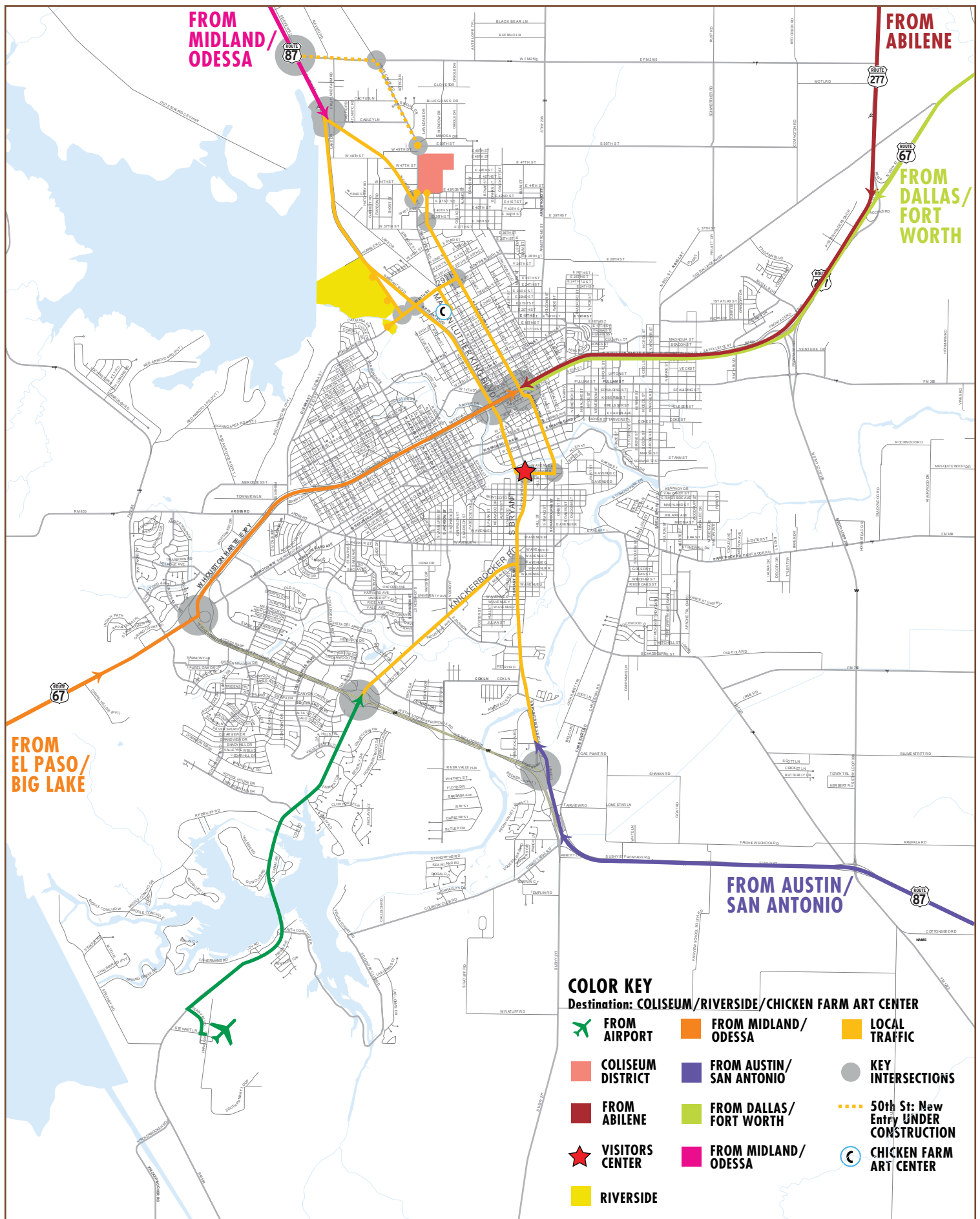


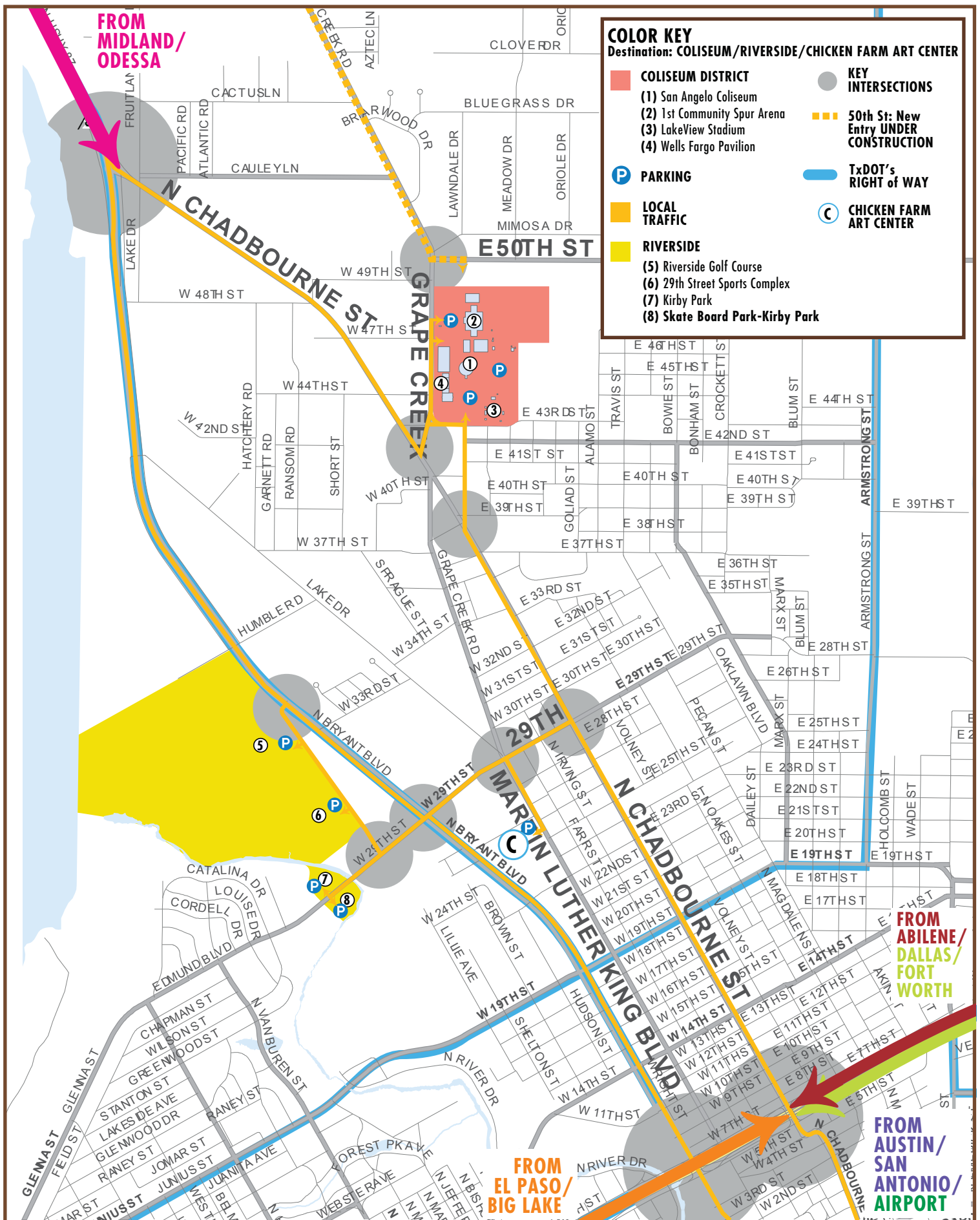


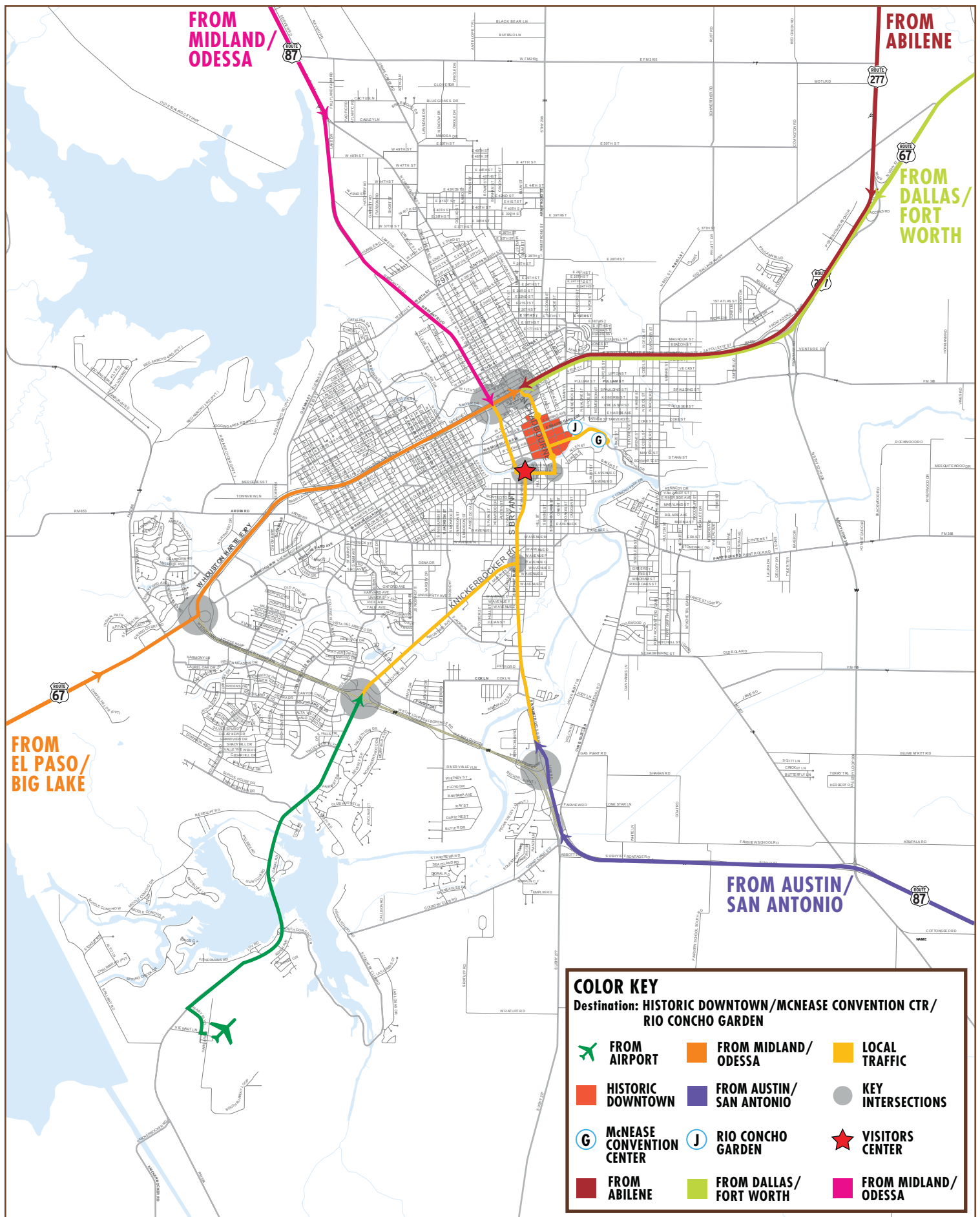
5.9 Routes to Visitors Center/Central

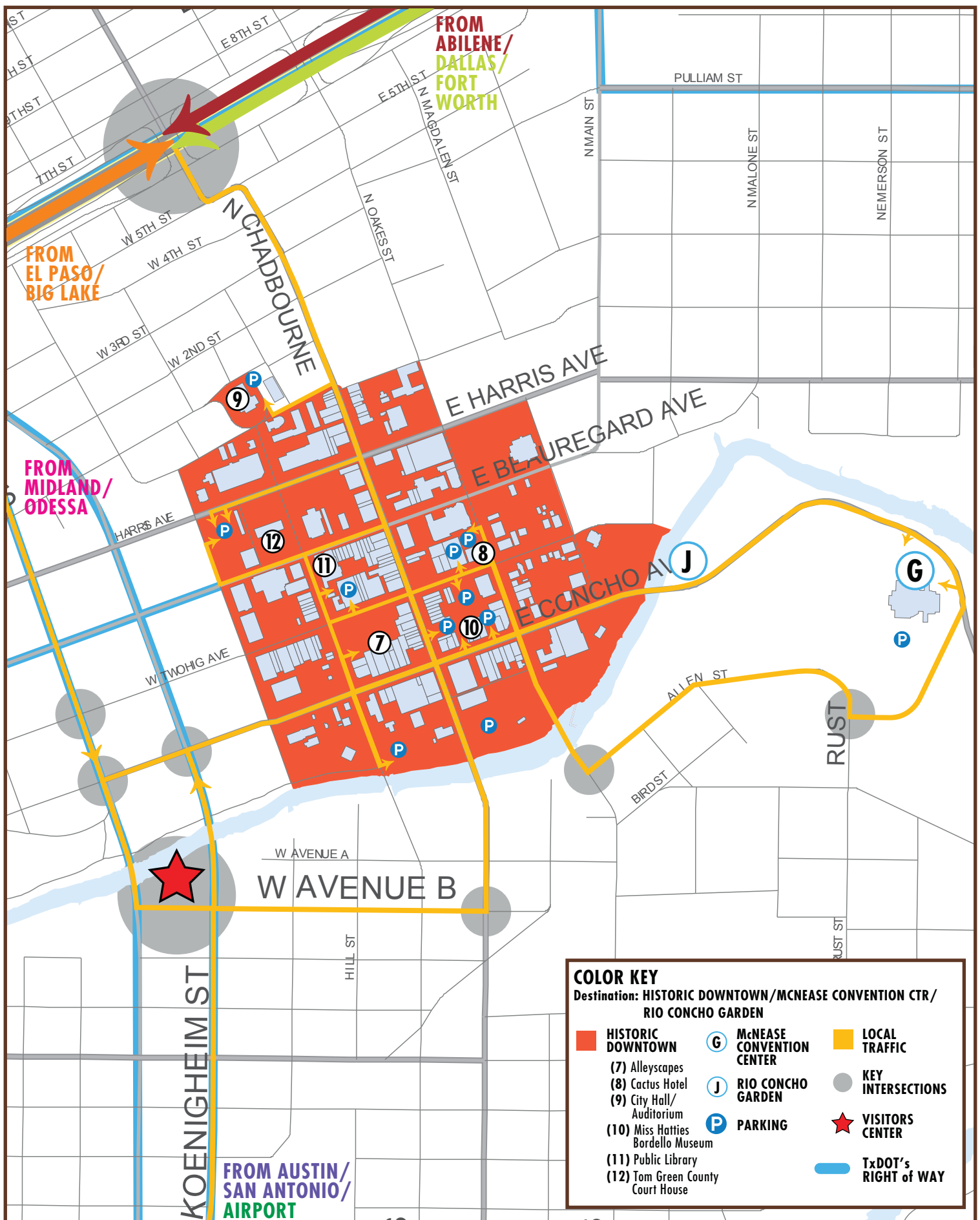


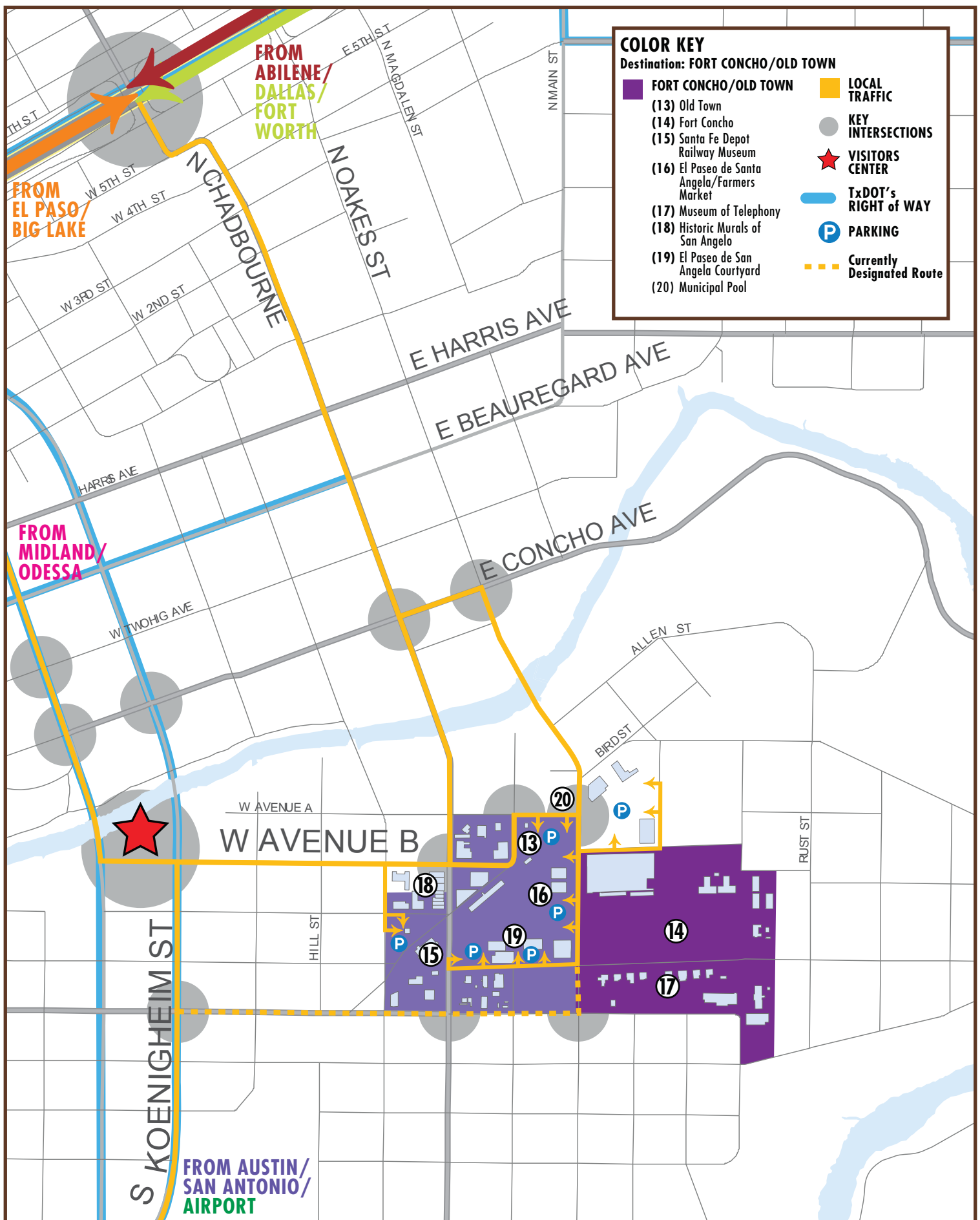


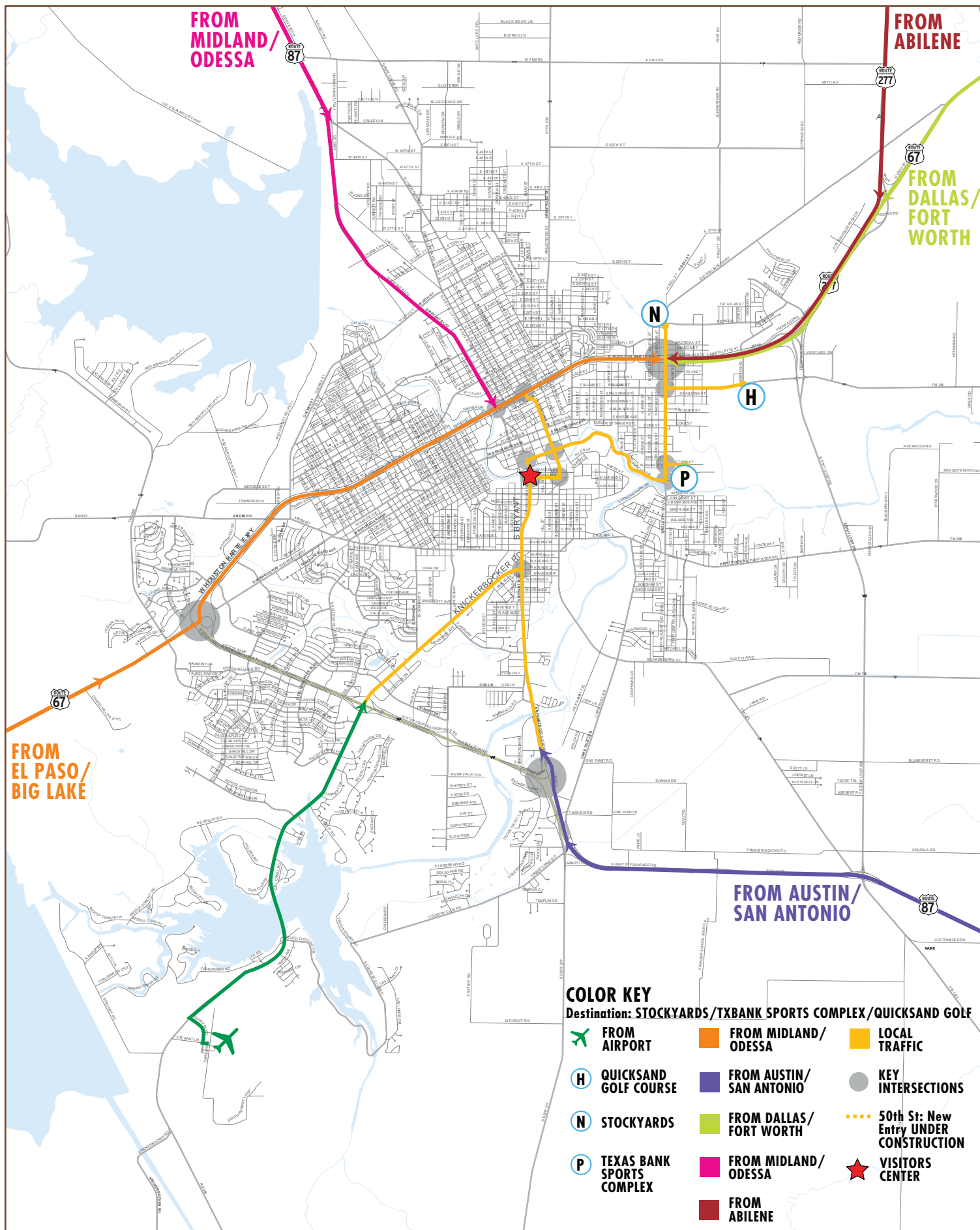


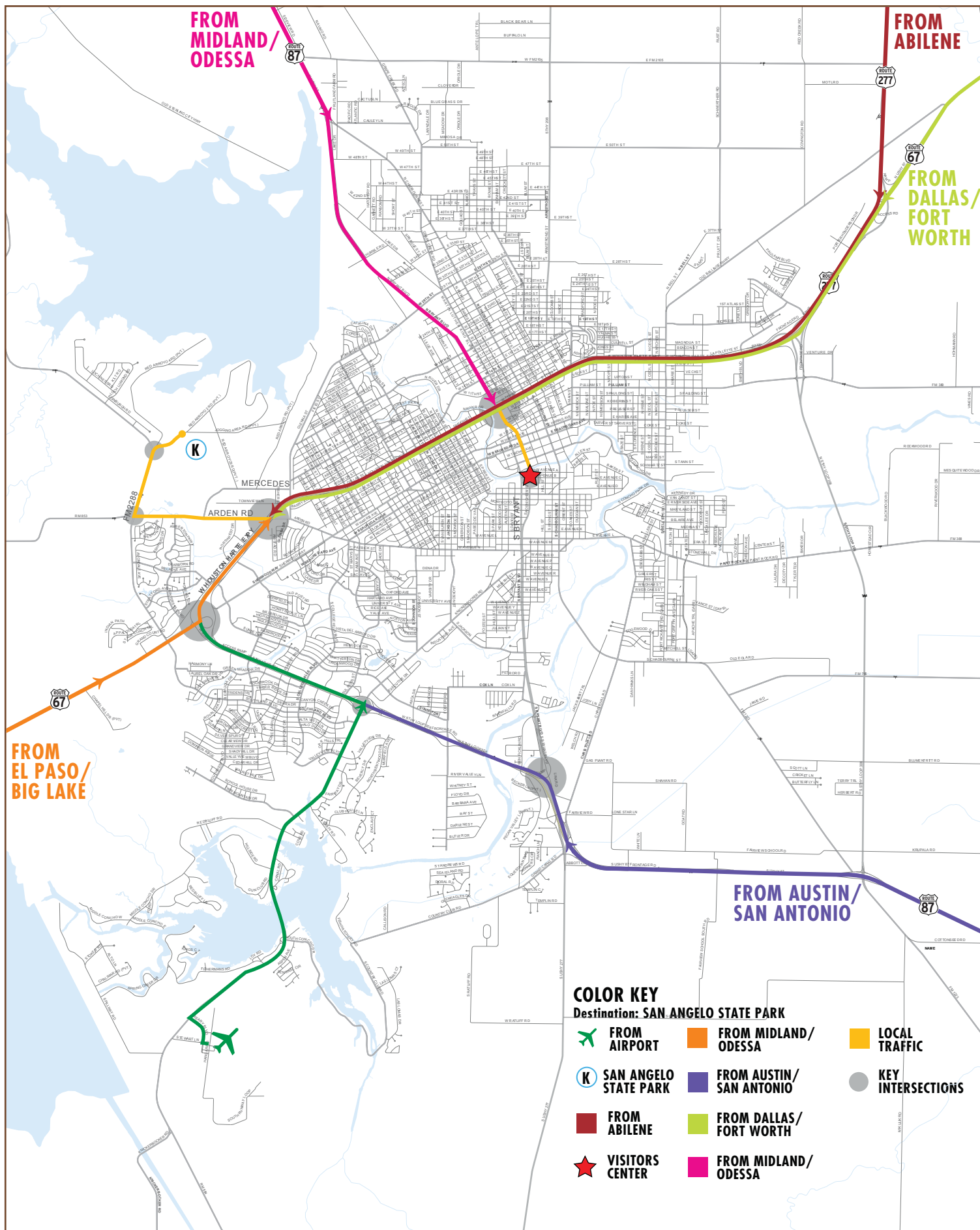


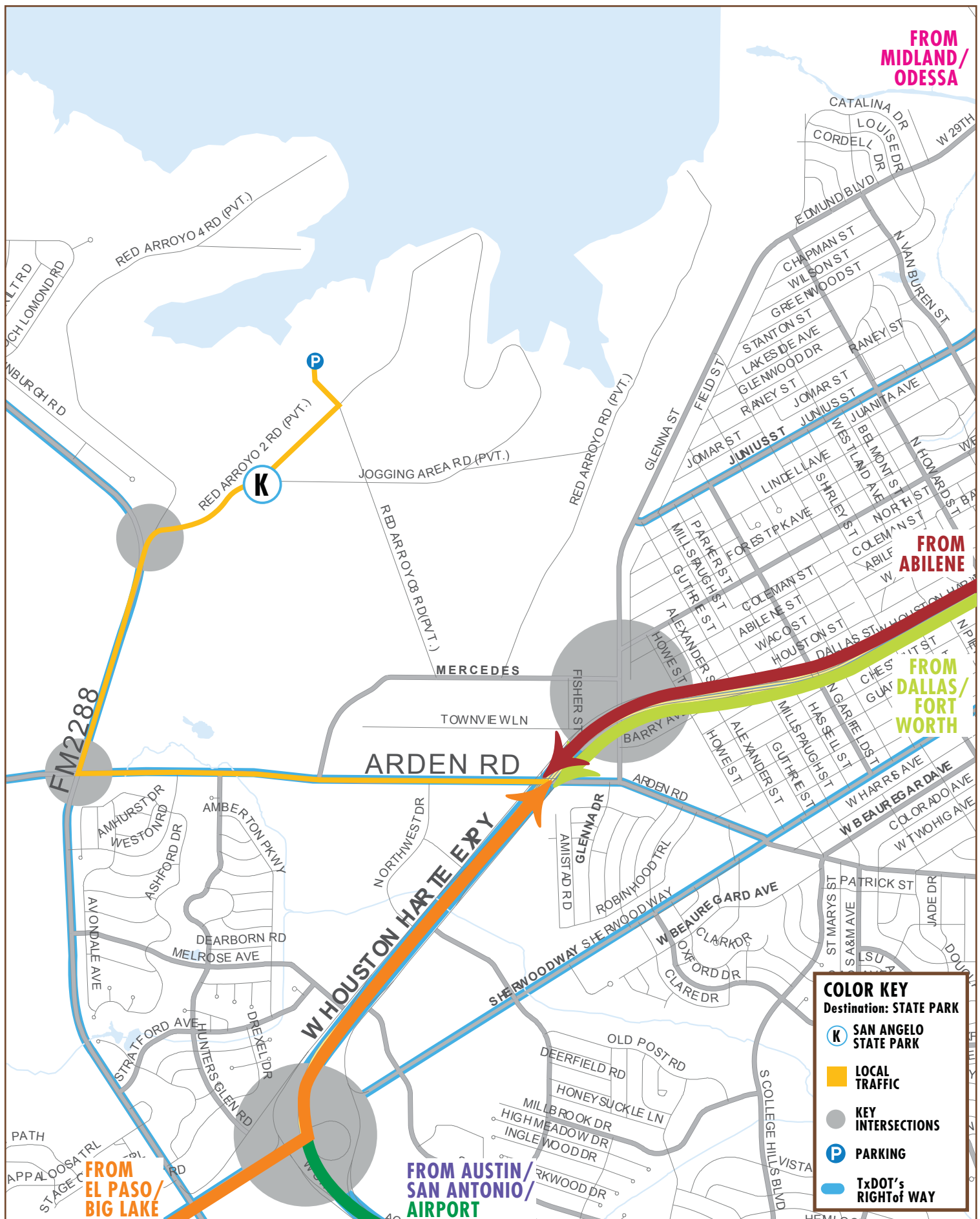


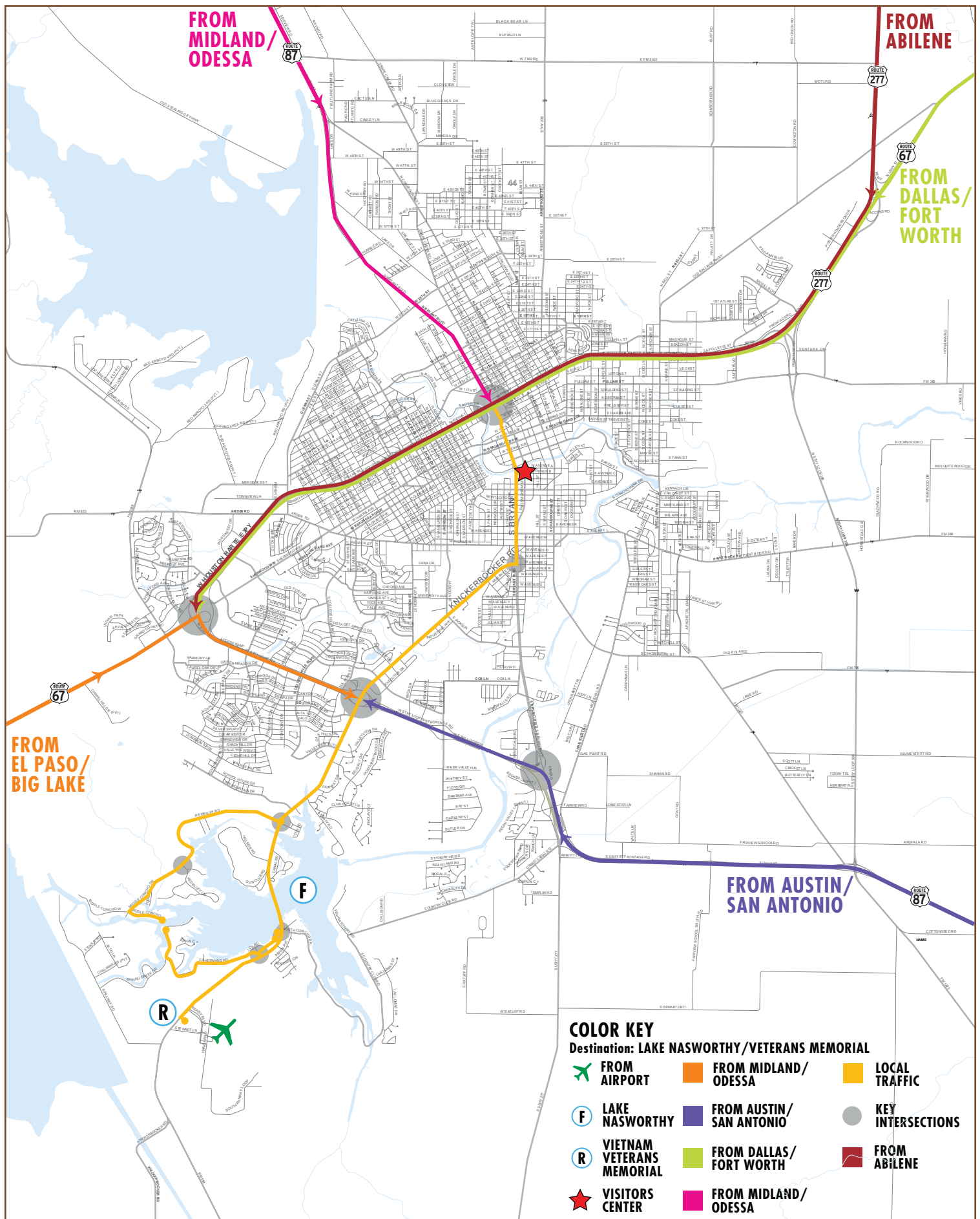


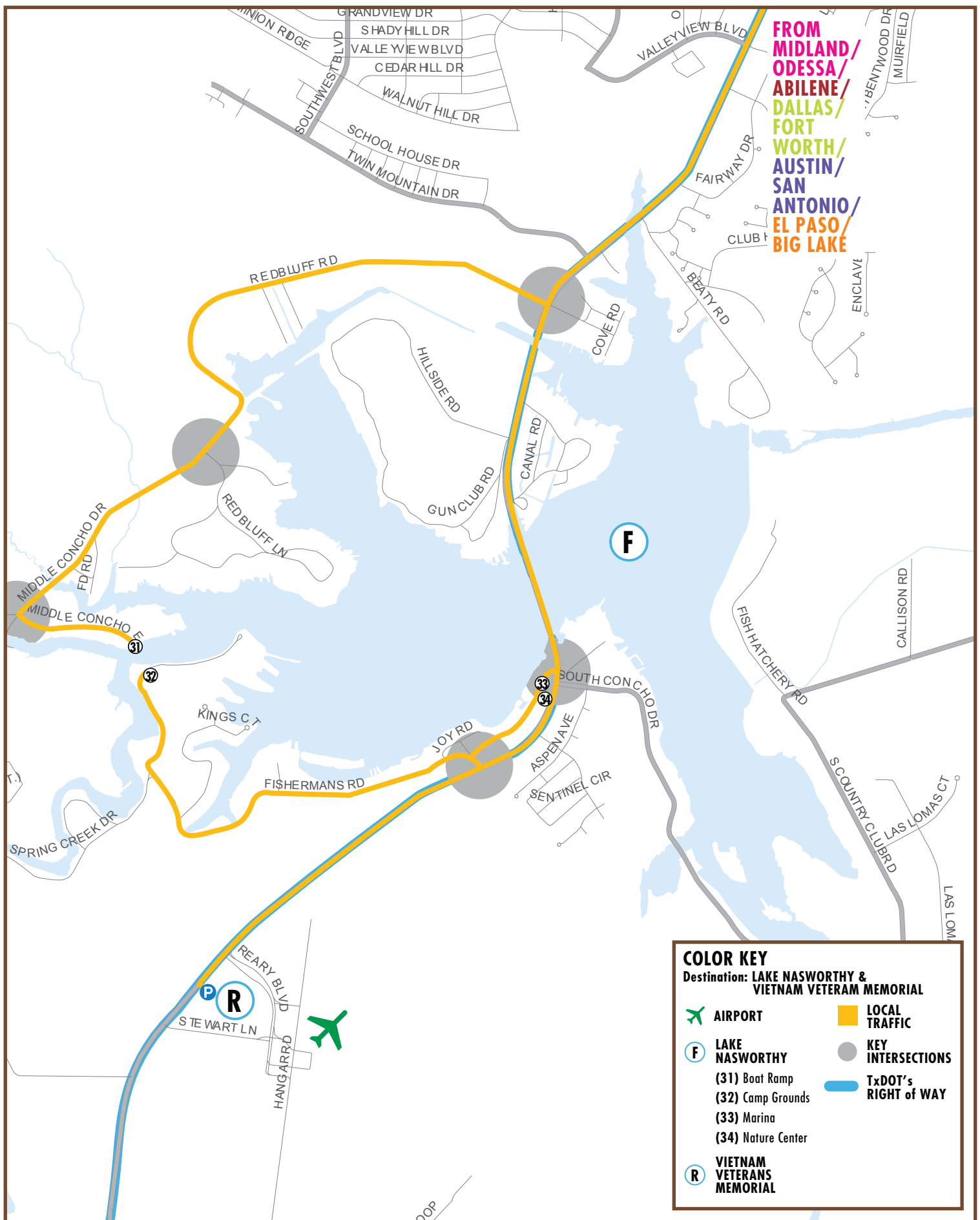






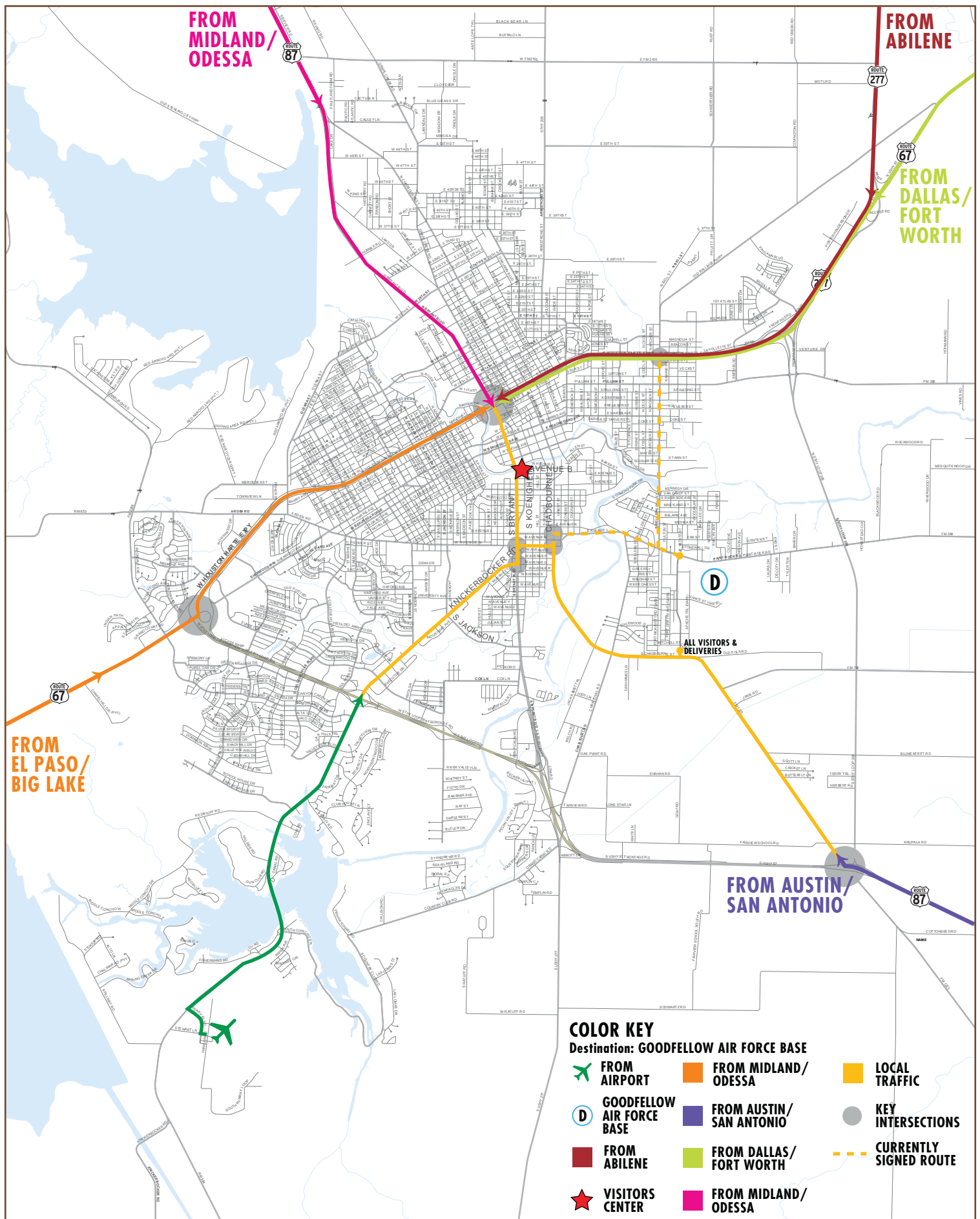


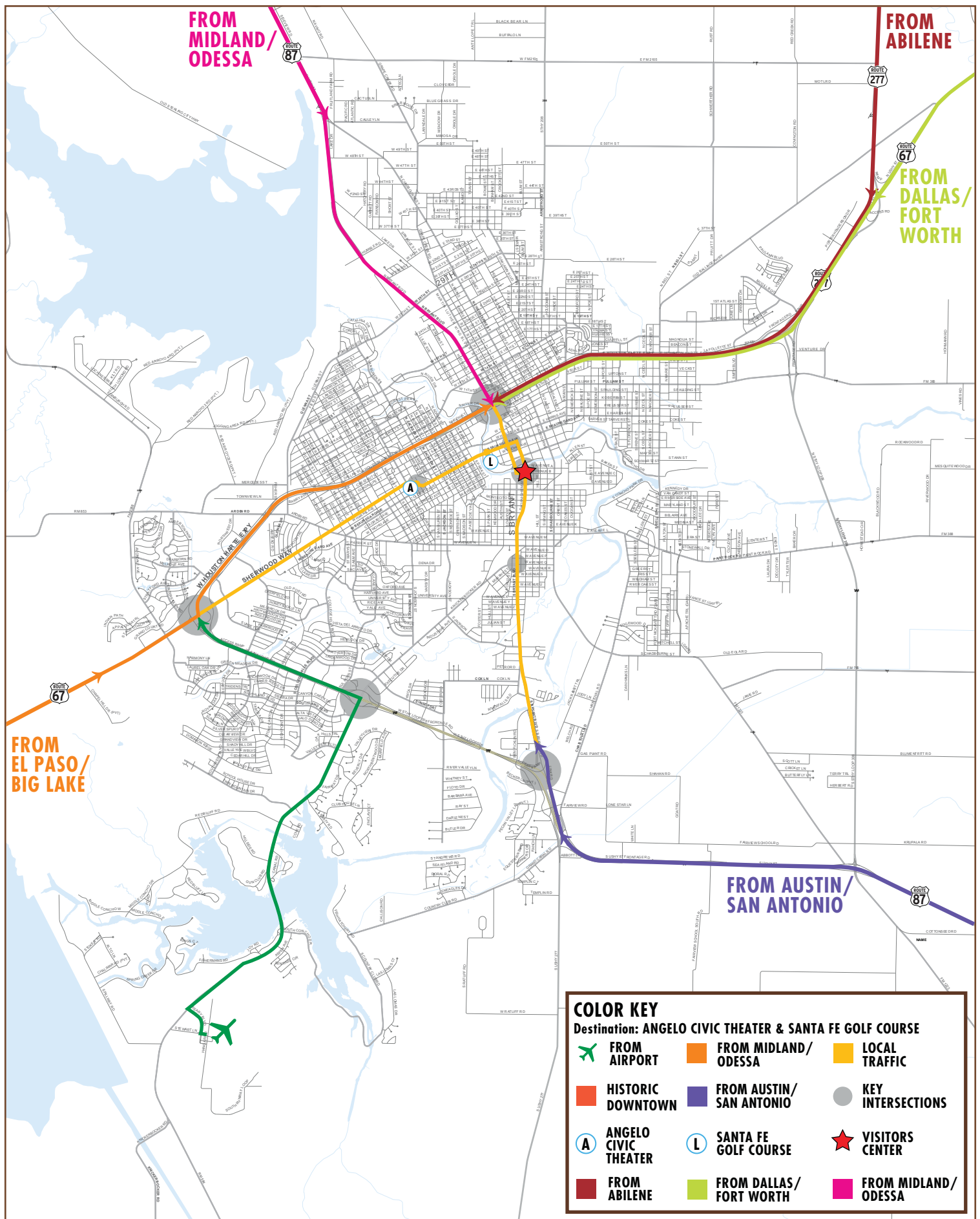




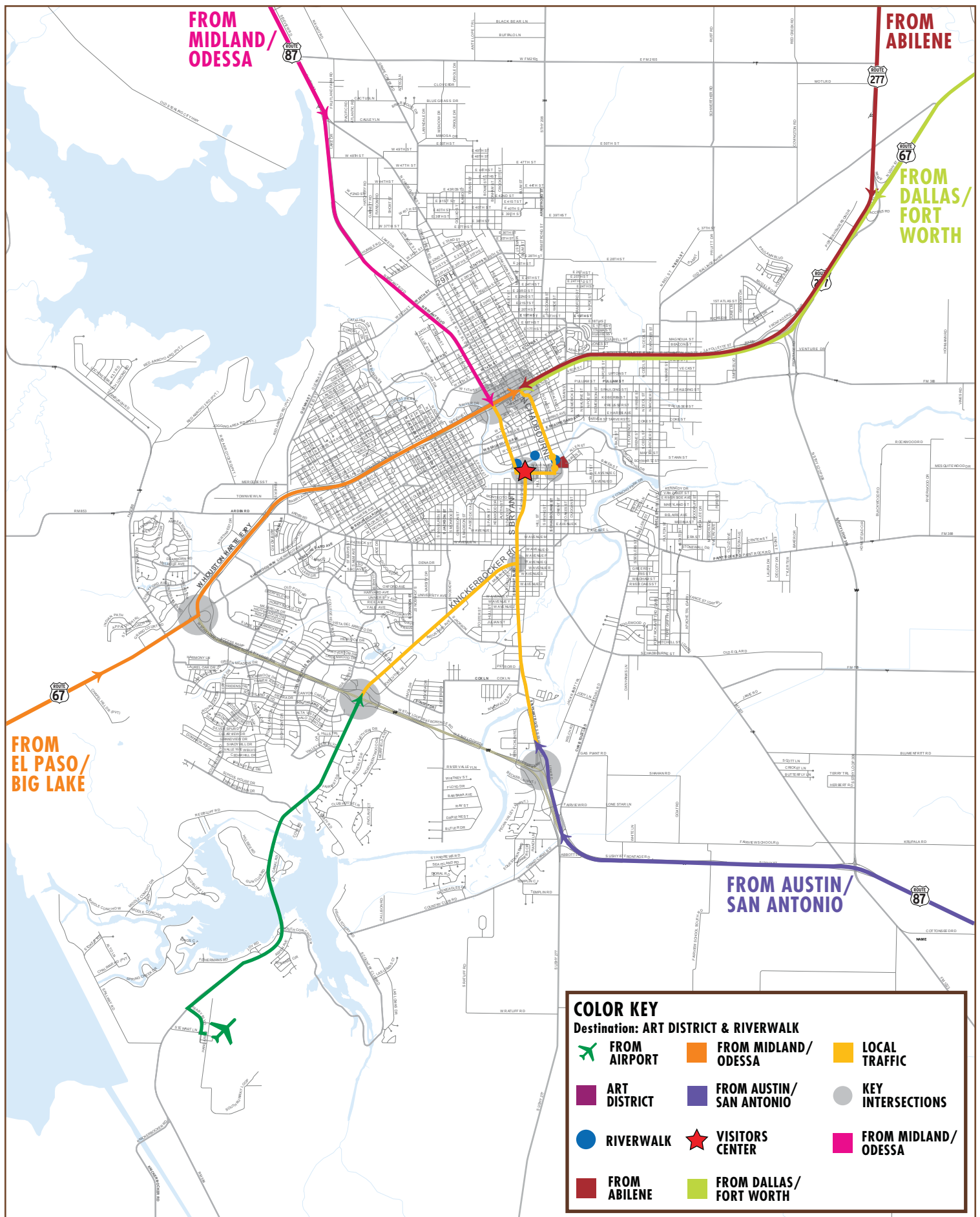
5.23 Routes to Lake Nasworthy & Veterans Memorial

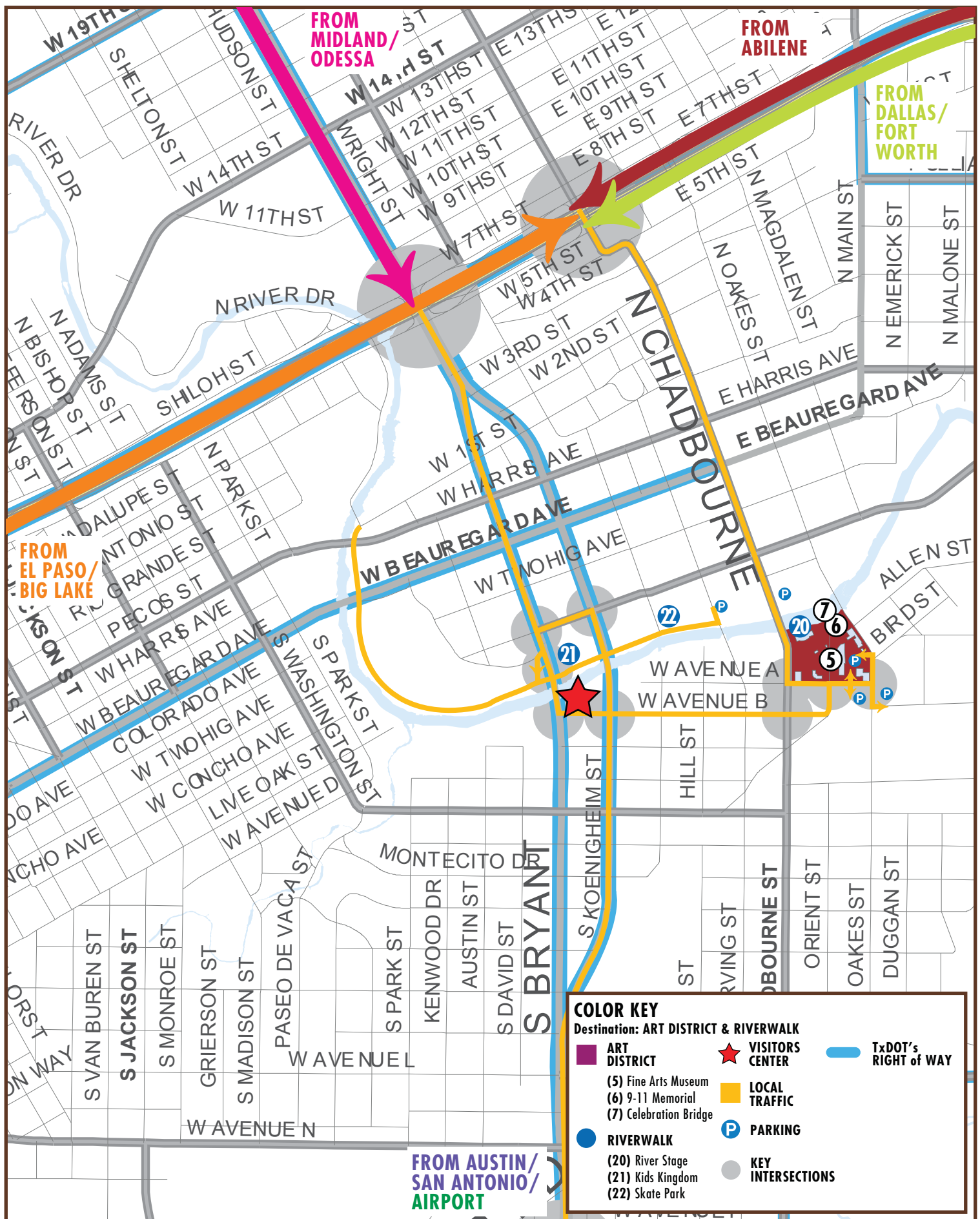
The Douglas|Group
September 2010











5.29 Routes to Art District & Riverwalk

PHASED IMPLEMENTATION

Full-scale implementation of a Wayfinding Graphics Master Plan often exceeds the financial and logistical resources of communities and therefore it's common to see a phased implementation approach. Over a period of several years, signage will be installed in strategic packages until the overall vision and goals of the plan have been realized.

There are many ways that a Master Plan can be divided into pieces and the order in which those pieces are implemented is somewhat flexible. Priority of need and available funding will greatly impact the decision-making process and the outcome.

To avoid creating a “hodge-podge” result in the interim, it helps to conceive each phase as a small system unto itself, as much as that is possible. The goal should be to make each implementation a stand-alone piece and then connect those pieces together in later phases.

As an example, many cities begin with their Downtown or a similar district, often pedestrian as the starting point for Phase I. Future phases address additional districts, neighborhoods and linkages between those pieces as priority and available funding support.

SUB-DIVIDING A DISTRICT

Within implementation districts, neighborhoods or areas it is possible to further sub-divide phases by systems. For example, a Downtown or district could be segregated into several sub-phases as budget and funding may dictate:

- Gateways
- Vehicular Wayfinding
- Pedestrian Wayfinding:
 - Directional Signage
- Pedestrian Wayfinding:
 - Orientation Maps/Kiosks
- Interpretive Graphics
- Banner/Pageantry

Funding permitting, all of these systems could be implemented at the same time. However, if necessary, each of these systems could be introduced one at a time.

DETERMINING PRIORITY & SCOPE OF A PHASES

The order of the list above suggests a logical implementation order from the standpoint of deploying functional information to visitors. However, even this sequencing could change depending on project goals at any given time. If there's a goal to create visual impact in an area with more limited funding, implementation of a banner program can accomplish this goal, for example.

Each phase should make a significant and valued contribution to the whole. With the exception of

gateways, rarely does the installation of a few signs in an isolated area have a meaningful impact. Scopes that are too small or isolated don't offer value and can often have a negative impact in that they can create confusion among end-users and skepticism towards the overall plan thus making future fund raising and implementation efforts more challenging.

Value is key when selecting an area for implementation. Where is the need for signage greatest? Where are destinations and amenities most concentrated? Will meeting the immediate need of an area result in a substantially complete installation while the other phases are pending? These are all issues to evaluate in determining priority. In some cases it will be necessary to wait and group smaller or more isolated areas together into a larger phase as funding becomes available and as need dictates.

LINKING THE PIECES

As stated earlier, it is important to make each piece as stand-alone as possible initially. To accomplish this, messages on signs will primarily direct internally to the District. Messages that point people out of the area that are not followed by consecutive signs are very confusing. Destinations that are close by and won't require any additional turns to access, may be suitable for inclusion.

With phased implementation, it may be necessary to revisit a previously installed section of the Master Plan to revise or amend existing signs as the other pieces come online. When remote areas become linked by signs along connecting routes, sign messages in each of the formerly isolated areas may be impacted. Budgeting in each phase should take this step into account and fees to make revisions as needed to existing pieces should also be allowed for.

DEVELOPING BUDGETS

When developing budgets for implementation it is important to include *hard* and *soft costs* in the equation.

Hard costs would include the fabrication and installation of signage and graphics as well as any other infrastructure or landscape changes or repairs that might be necessary to install signs.

For internally illuminated signs, there will be the related costs of an electrician's services to bring power to a location so that the signage fabricator can make the final connection. Core drilling, trenching, step-down transformers and other services and hardware may be needed to make this happen and should be budgeted for accordingly.

Soft costs would include any professional consulting services necessary to develop the content for graphics. For *directional signage*, the services of a *wayfinding consultant* (such as The Douglas | Group, creators of this Master Plan) should be included for the development of detailed programming documentation (i.e. location plans, message schedules).

Interpretive text or graphic content (photos/illustrations) will require the acquisition of imagery and written content. Text development, services of designers, photographers, illustrators or artists may be needed, as well as writers for the development of story text. This may be work-for-hire or existing sources of works for purchase/use may be identified. In the case of existing sources, fees should be anticipated for negotiating usage rights and/or copyright buyout. Usage fees will typically be commensurate with the duration of the installation and the exposure the item will receive. Thus, items that will be publicly viewed for a period of months or years will typically command the highest usage fees.

San Angelo is privileged to be home to a vital artist community and has a history of presenting art in public venues. Given this tradition, there is opportunity to work with local artists and writers to present unique and regionally

relevant content, possibly at very reasonable rates or as donation. However, for the purposes of budgeting for implementation it is best to assume that there will be fees for this content.

THE BUDGET EQUATION

The basic formula for budgeting implementation phases includes:

- Hard costs of fabrication and installation
- Wayfinding Consultant Fees (20% of hard cost sub-total*)
- Contingency 10 – 15%
- Electrical/landscape/infrastructure services
- For material not already owned by the City, artwork creation/usage fees if applicable
- Taxes, permits, etc. if applicable

Included in this section of this Manual are some suggested implementation scopes and budgets which can be prioritized by San Angelo as funding becomes available.

IMPLEMENTATION SCOPES & BUDGETS

The scope and budget fees presented here are summarized from the Master Plan programming maps included in **Section 6** of this Manual.

Each scope has been primarily designated geographically. Some of these areas may be sub-divided by signage systems, as described on page **6.1** of this Manual. It is also possible to combine areas to create larger scopes. The final determining factors for San Angelo in defining phased implementation scopes will be availability of funding and priority of need.

In creating these budgets it is important to note that the fabrication and installation fees were calculated from the fees called out on the sign type drawings in **Section 4** of this Manual. These fees are current as of the publication date of this Manual (*September 2010*). These prices will increase due to inflation and future budgeting exercises should take this into account.

Please note that these budgets exclude estimates for electrical, landscaping, text, or artwork. Those responsible for implementing this plan in San Angelo are assumed to be more knowledgeable about costs for these variables in San Angelo.

When using this guide to develop budgets for implementation and determining priority of phases, it will be important for San Angelo to ADD any fees for these services if relevant to the sign types in that scope.

Some of the Master Plan programming maps identify sign changes in TxDOT right-of-ways that would impact exit signage from major traffic arterials. These signs are controlled by TxDOT and would be fabricated, installed and maintained by TxDOT. Budget estimates for these types of signs are not included and would best be provided by the District Traffic Engineer.

When estimating fees for the services of a wayfinding consultant the formula of 20% of the fabrication/installation budget is generally a reasonable formula. However, there is also a basic minimum threshold of hours and fee that are required for this type of project. For most scopes this is

around \$12,000 – \$15,000. For that reason, small scopes typically have a disproportionately higher percentage rate. When calculating budgets, use the higher of the two numbers (20% or \$12k-\$15k).

It is important to remember that consultants may require travel expenses in addition to fees for their services.

The suggested contingency fee of 10 – 15% is intended to compensate for short-term market fluctuations in materials pricing, unusual circumstances that might arise during installation, additional sign locations and other variables that relate to fabrication and installation of the signage.

SUMMARY OF IMPLEMENTATION SCOPES & BUDGETS

There is a benefit in terms of overall cost savings when scopes are combined. Unit costs are lower when the quantity of signs being fabricated is larger. Similarly, consultants fees are generally lower because tasks are undertaken concurrently and redundancy is reduced.

These estimates assume a phased implementation, and could be reduced by as much as 12-15% if all of the phases were undertaken at once.

Due to availability of funding, there is flexibility to scale each phase of implementation accordingly. Several of these areas could be combined into larger scopes. Combining Downtown, Fort Concho, Visitor Center/Central and Riverwalk would provide a comprehensive solution in the most destination-dense area of San Angelo.

Downtown and Fort Concho could also be sub-divided into smaller scopes by vehicular versus pedestrian sign types, with vehicular signage being the priority over pedestrian signage.

BUDGET PRICING SOURCE

Two fabricators provided budget pricing for this Manual. These companies developed estimates independently of one another based on the same set of drawings and specs.

For the purposes of preparing these estimated budgets the higher of the two unit prices for each sign type was used as the spread between the two sets of fees was very tight.

The following fabricators provided the budget pricing:

CREO Industrial Arts

6300 Merrill Creek Parkway
Suite A400
Everett, WA 98203-1580
425.775.7444

National Signs

2611 El Camino
Houston, TX 77054
713.863.0600

DOWNTOWN:

ST.01.1 Vehicular Directional
Qty. 49: Unit Cost \$8,090

ST.03.1 TxDOT Vehicular
Directional Qty. 3: Unit Cost \$8,800
Sub-total \$422,810

ST.05.1 Pedestrian Directional
Qty.22: Unit Cost \$3,050
Sub-total \$67,100

ST.04.1 Orientation Kiosks
Qty. 5: Unit Cost \$10,400
Sub-total \$52,000

ST.10.1 Large Downtown
Gateway w/Small Footprint
Qty. 4 pairs Unit Cost \$17,100

ST.11.1 Large Downtown
Gateway w/ Large Footprint
Qty. 2 pairs Unit Cost \$27,900
Sub-total \$124,200

Fab/Install Sub-total: \$666,110
(add 5% for Corten texture \$699,416)
Wayfinding Consultation: \$133,280
Contingency Fees: \$79,968

Grand Total: \$879,358
(Corten Grand Total: \$912,664)

FORT CONCHO:

ST.01.1 Vehicular Directional
Qty. 22: Unit Cost \$8,090
Sub-total \$177,980

ST.05.1 Pedestrian Directional
Qty. 14: Unit Cost \$3,050
Sub-total \$42,700

ST.04.1 Orientation Kiosks
Qty. 3: Unit Cost \$10,400
Sub-total \$31,200

Fab/Install Sub-total: \$251,880
(add 5% for Corten texture \$264,474)
Wayfinding Consultation: \$49,958
Contingency Fees: \$29,254

Grand Total: \$331,092
(Corten Grand Total: \$343,686)

RIVERWALK:

ST.05.1 Pedestrian Directional	
Qty. 13:	Unit Cost \$3,050
	Sub-total \$39,650
ST.06.1 Orientation Kiosks	
Qty. 9:	Unit Cost \$16,200
	Sub-total \$145,800
ST.13.1/13.2 Identity Monument	
Qty. 2 pairs	
	Unit Cost \$18,450 – \$22,050
	Sub-total \$36,900 – \$44,100

Fab/Install Sub-total:
\$222,350 – \$229,550

(add 5% for Corten texture
\$233,468 – \$241,028)

Wayfinding Consultation: \$37,990

Contingency Fees: \$19,715

Grand Total: \$280,055 – \$287,255
(Corten Grand Total:
\$291,173 – \$298,733)

VISITOR CENTER/CENTRAL:

ST.01.1 Vehicular Directional	
Qty. 12:	Unit Cost \$8,090
ST.03.1 TxDOT Vehicular Directional	
Qty. 27:	Unit Cost \$7,990
	Sub-total \$312,810
	(add 5% for Corten texture \$328,451)
Wayfinding Consultation:	\$57,768
Contingency Fees:	\$34,661

Grand Total: \$405,239
(Corten Grand Total: \$420,880)

ASU:

ST.01.1 Vehicular Directional	
Qty. 7:	Unit Cost \$8,900
ST.03.1 TxDOT Vehicular Directional	
Qty. 22:	Unit Cost \$7,990
	Sub-total \$238,080
	(add 5% for Corten texture \$249,984)
Wayfinding Consultation:	\$47,616
Contingency Fees:	\$28,567

Grand Total: \$314,263
(Corten Grand Total: \$326,167)

COLISEUM/RIVERSIDE:

ST.01.1 Vehicular Directional	
Qty. 27:	Unit Cost \$8,090
ST.03.1 TxDOT Vehicular Directional	
Qty. 13:	Unit Cost \$7,990
	Sub-total \$322,300
	(add 5% for Corten texture \$338,415)
Wayfinding Consultation:	\$62,864
Contingency Fees:	\$37,718

Grand Total: \$422,882
(Corten Grand Total: \$438,997)

**GOODFELLOW/
STOCKYARDS:**

ST.01.1 Vehicular Directional	
Qty. 13:	Unit Cost \$8,090
ST.03.1 TxDOT Vehicular Directional	
Qty. 24:	Unit Cost \$7,990
	Sub-total \$296,930
	(add 5% for Corten texture \$311,777)
Wayfinding Consultation:	\$56,180
Contingency Fees:	\$33,708

Grand Total: \$386,818
(Corten Grand Total: \$401,665)

SAN ANGELO STATE PARK:

ST.01.1 Vehicular Directional	
Qty. 1:	Unit Cost \$8,900
ST.03.1 TxDOT Vehicular Directional	
Qty. 11:	Unit Cost \$7,990
	Sub-total \$96,790
	(add 5% for Corten texture \$101,630)
Wayfinding Consultation:	\$17,620
Contingency Fees:	\$10,572

Grand Total: \$124,982
(Corten Grand Total: \$129,822)

**BANNER PROGRAM **
DOWNTOWN:**

Fab/Install of Banner	
Hardware & 1st Set of Banners:	
ST.08.1 Primary Banner	
Qty: 80	Unit Cost \$1,440
ST.09.1 Secondary Banners:	
Qty: 80	Unit Cost \$875
Sub-total	\$70,000 – \$115,200
Design Consultation:	\$21,600
Contingency Fees:	\$12,960

Grand Total: \$104,560 – \$149,760

**BANNER PROGRAM
FORT CONCHO:**

Fab/Install of Banner	
Hardware & 1st Set of	
ST.08.1 Primary Banner	
Qty: 3	Unit Cost \$1,440
ST.09.1 Secondary Banners:	
Qty: 3	Unit Cost \$875
Sub-total	\$2,625 – \$4,320
Design Consultation:	\$10,000
Contingency Fees:	\$1,000

Grand Total: \$13,625 – \$15,320

BANNER PROGRAM ***

ASU:

Fab/Install of Banner
Hardware & 1st Set of

ST.08.1 Primary Banner

Qty: 34 Unit Cost \$1,440

ST.09.1 Secondary Banners:

Qty: 34 Unit Cost \$875

Subtotal \$29,750 – \$48,960

Design Consultation: \$12,000

Contingency Fees: \$4,448.00

Grand Total: \$46,198 – \$65,408

BANNER PROGRAM

AIRPORT:

Fab/Install of Banner
Hardware & 1st Set of

ST.08.1 Primary Banner

Qty: 26 Unit Cost \$1,440

ST.09.1 Secondary Banners:

Qty: 26 Unit Cost \$875

Sub-total \$22,750 - \$37,440

Design Consultation: \$12,000

Contingency Fees: \$4,493

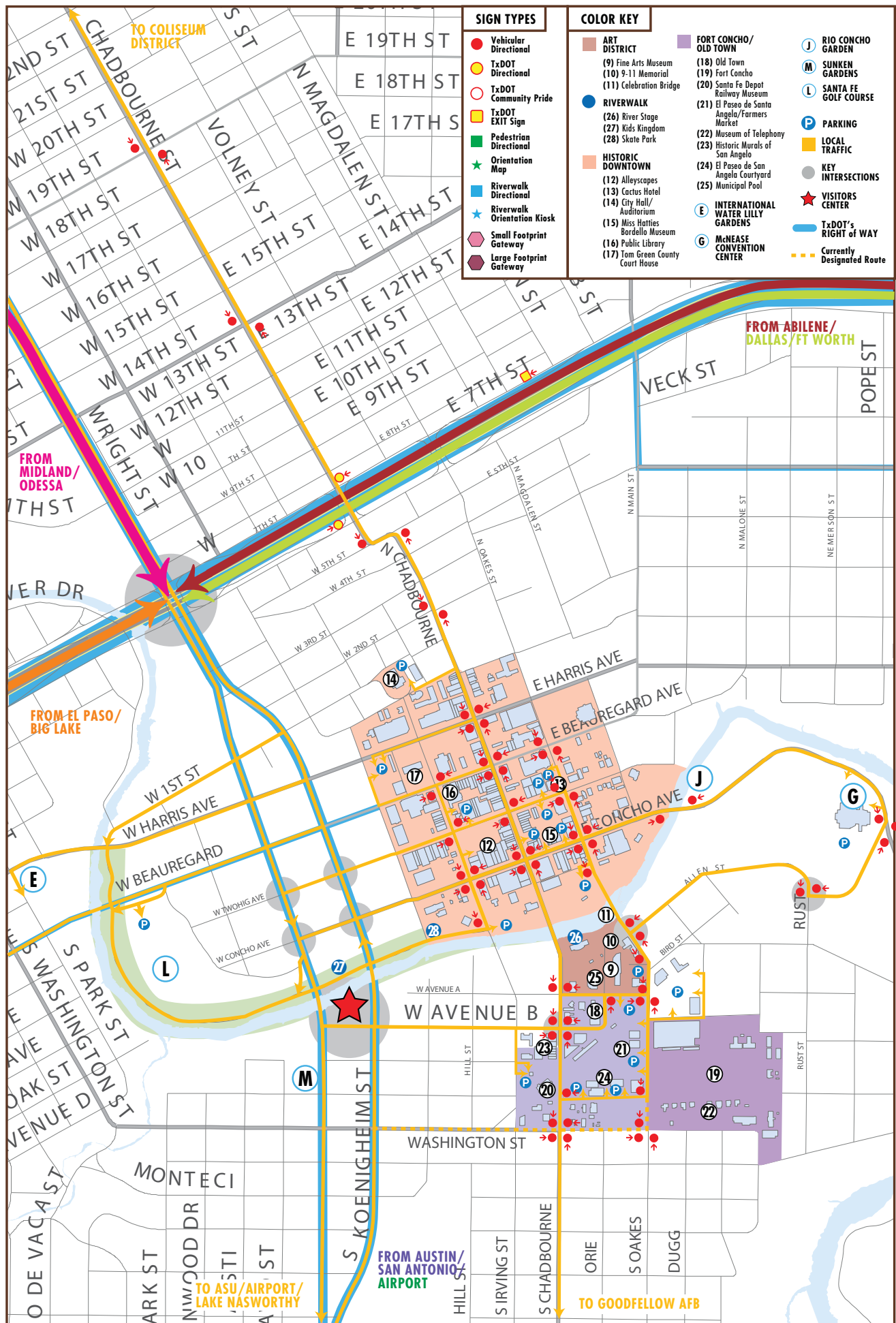
Grand Total: \$39,243 – \$53,933

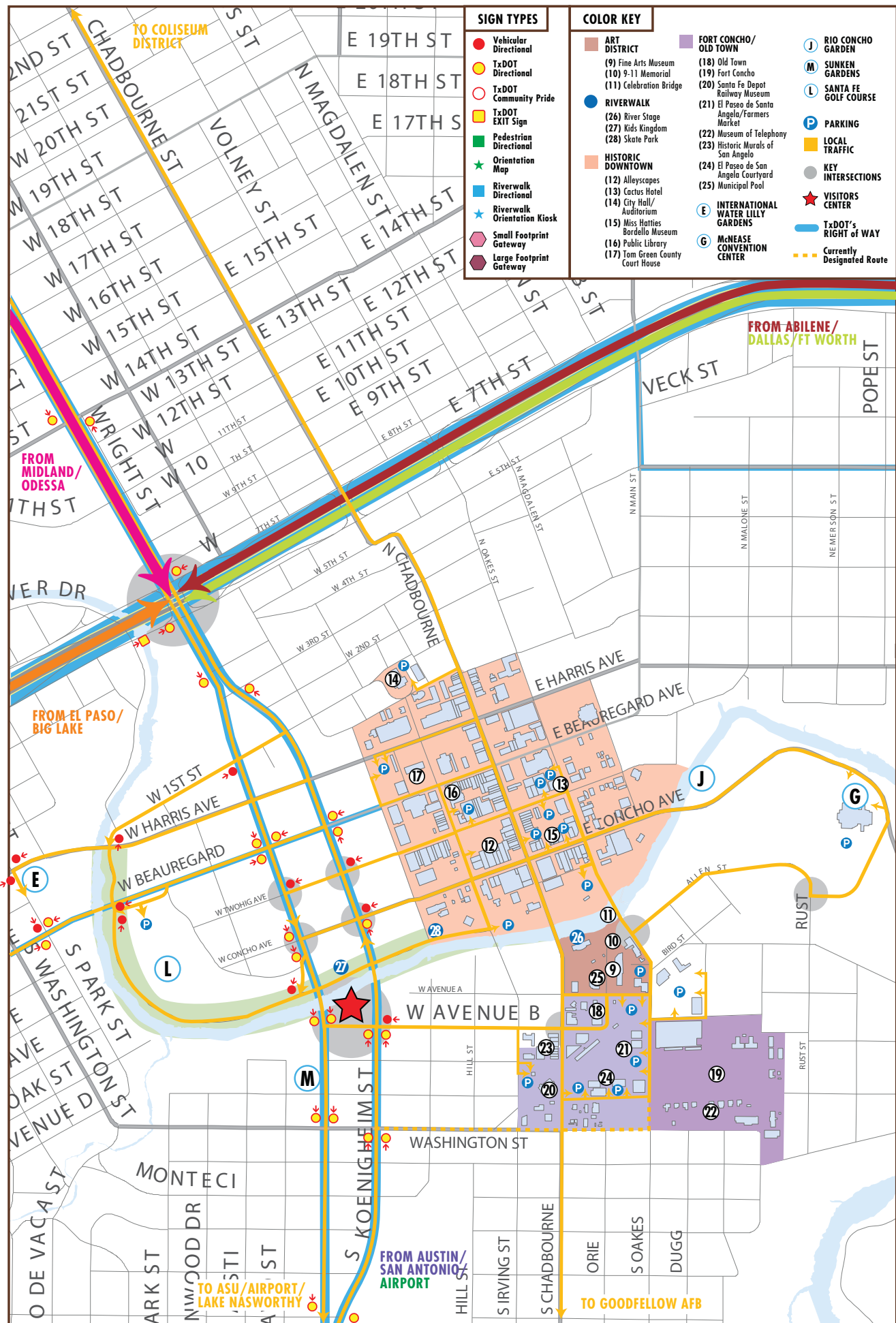
** Banner programs have been estimated based on the largest banner size available. For Downtown, the price range represents a variable quantity of banners.

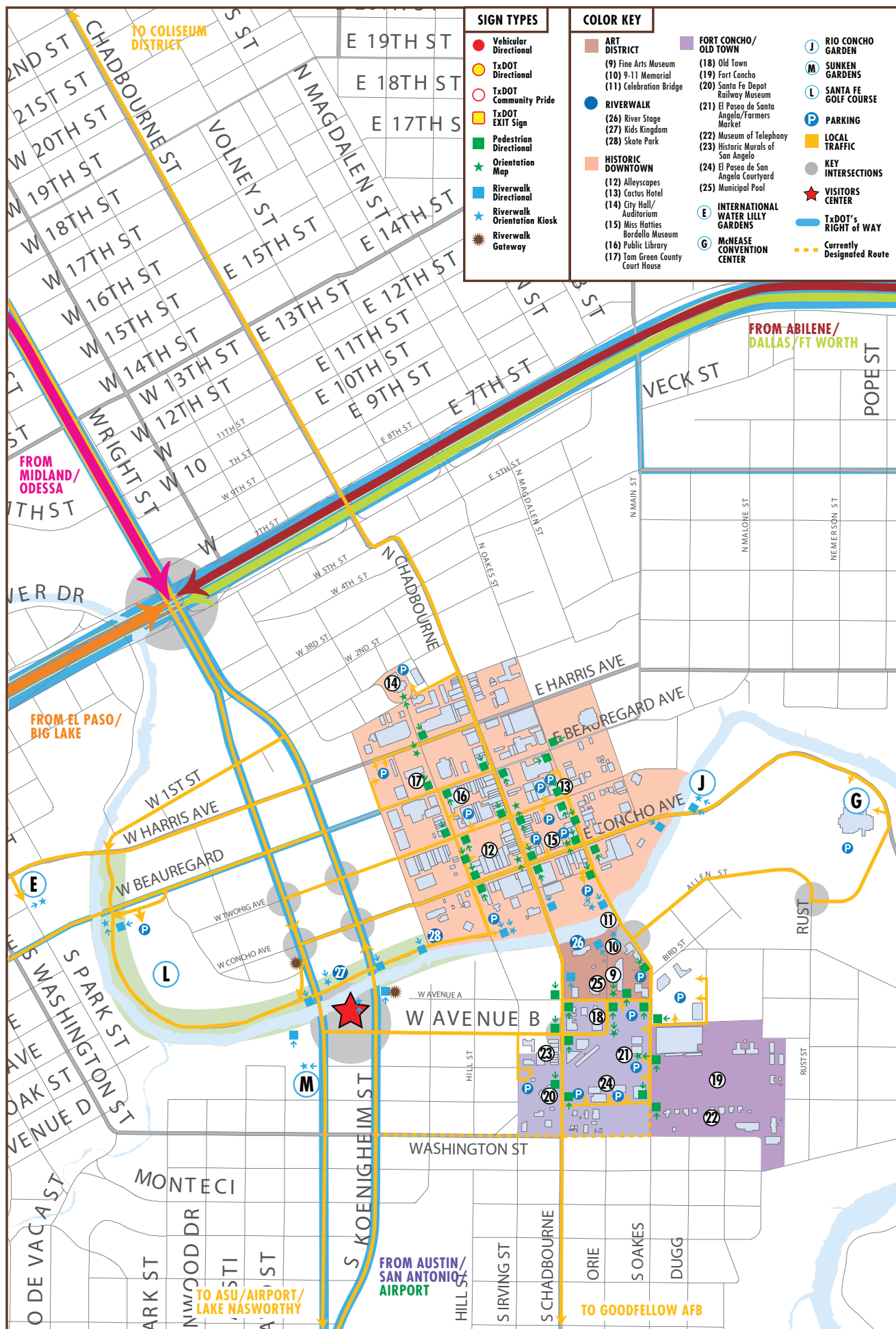
For banners, the assumption is that one banner design is being installed. The contingency fee can apply to an implementation of 2-4 designs in an area.

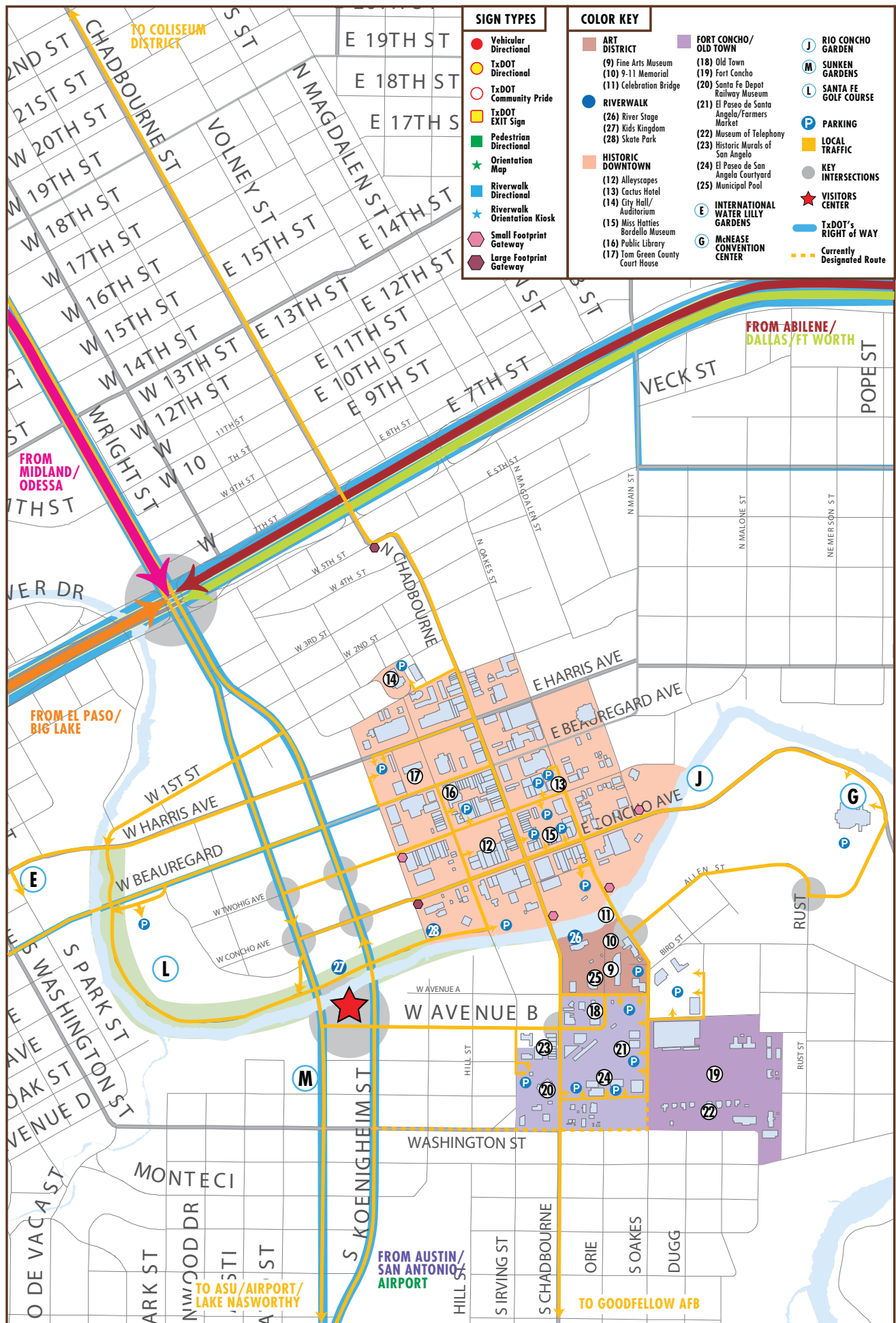
Prices do not include the cost of installing any posts. All fees and quantities are based on utilizing existing light standard posts.

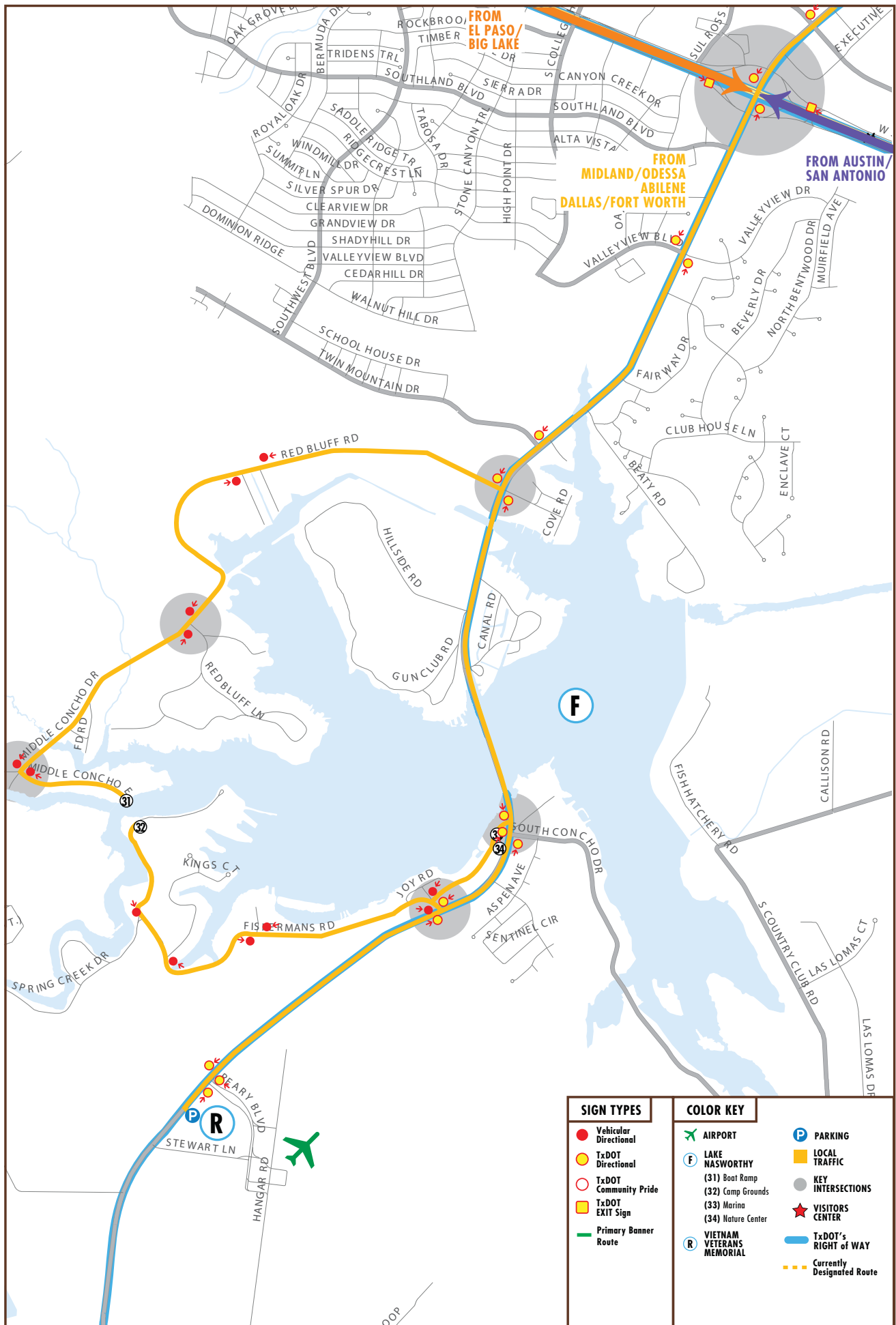
***ASU Banner program assumes 2 banners installed per post instead of one per post as in all other areas.

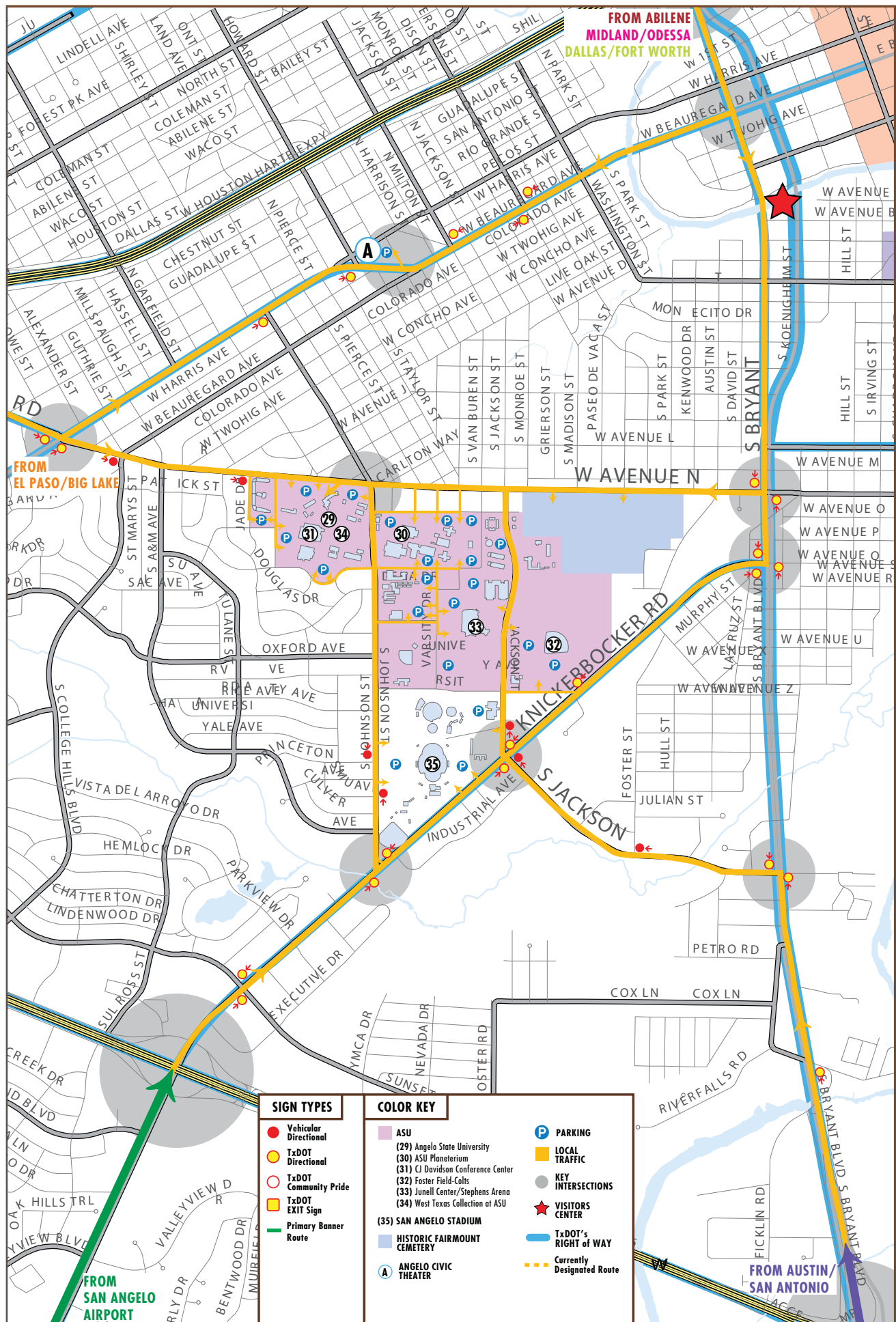


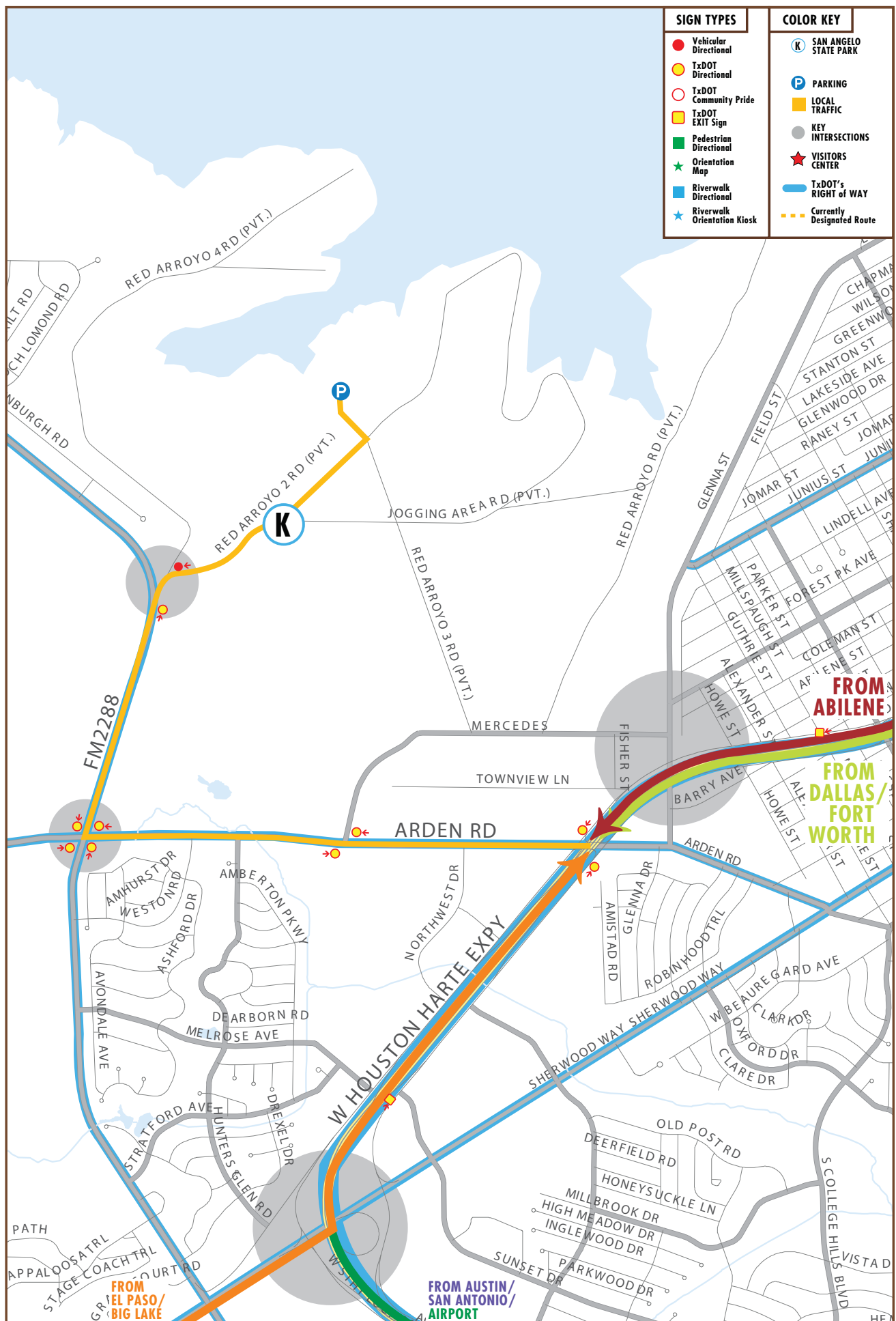


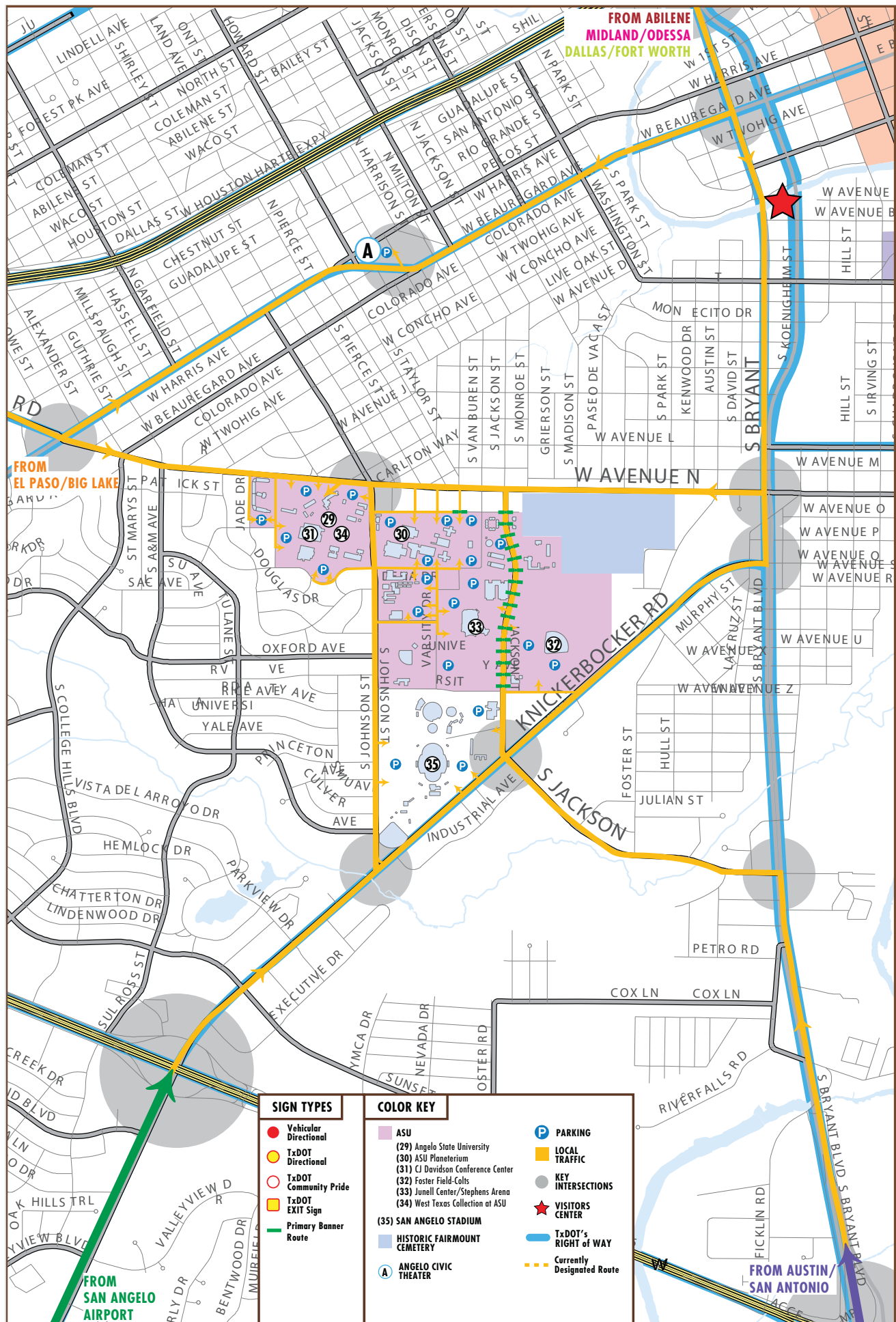












REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Morgan Chegwidden, Budget Manager, Budget, 325-653-6291

Meeting Date: May 3, 2016

Item type: Regular Item

Caption:

Second public hearing and consideration of ordinances amending Appendix A fee schedule and chapter 11 of the code of ordinances:

Amending article A6.000 "Park Use Fees" (Real Estate/Finance);

Amending article A1.000 "Animal Control Services Fees";

Amending article 11.05 "Water Conservation and Drought Contingency Plan" and article A.8000 "Utility Related Fees"; and

Amending article A.8000 "Utility Related Fees" and chapter 11 "Utilities", article 11.02 "water and sewer service" - (Presentation by Budget Manager Morgan Chegwidden)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. This agenda item serves to ratify the proposed fees for Finance (including Real Estate), Neighborhood and Family Services (including Animal Services), and Water (including Wastewater).

Staff presented proposed fees for these three departments April 19, 2016 for approval. Supporting background included estimated cost of service, survey of peers, and estimated financial impact for each proposed item.

Finance fees for the Real Estate division have been altered to reflect cost of service since the last presentation.

Neighborhood and Family Services fees for the Animal Services division are unchanged from the last presentation.

The Water fees are also unchanged from the last presentation.

Financial Impact:

Potential annual impact of increased revenue yielding:

- \$17,045 for Real Estate;
- \$71,590 for Animal Services; and
- \$0 for Water*.

*Unable to quantify financial impact of water conservation drought contingency plan.

Other Information/Recommendation:

Staff recommends approval of the attached fees for Real Estate, Animal Services, and Water.

Attachments:

- | | | |
|----|--------------------------------------|--|
| 1. | Fee Review Presentation | FIN 160503 Fee Review Discussion.pptx |
| 2. | Fee Schedule - Finance (Real Estate) | FIN 160503 Fee Review Finance.pdf |
| 3. | Ordinance - Finance (Real Estate) | 16-294 BGT Fee Ordinance Real Estate - Second reading.docx |

- | | | |
|----|--------------------------------------|--|
| 4. | Fee Schedule - NFS (Animal Services) | FIN 160419 Fee Review Animal Services.pdf |
| 5. | Ordinance - NFS Animal Services | 16-294 BGT Fee Ordinance Animal Services Fees - first reading.docx |
| 6. | Fee Schedule - Water | FIN 160419 Fee Review Water.pdf |
| 7. | Ordinance - Water Drought | 16-294 BGT Fee Ordinance Drought fees - First reading.docx |
| 8. | Ordinance - Water Utility | 16-294 BGT Fee Ordinance Water Utility - first reading.docx |

Presentation:

Powerpoint

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



City Council

May 3, 2016



2016 Fee Review

- Annual fee review;
- Launched streamlined process;
- All fees reviewed each year;
- In-depth analysis on a three year rotation;
- Some departments recommended no changes;
- Recommended changes to be discussed.



2016 Fee Review

Process

January 4-31	Field work, Prepared recommendations
February 3	City manager considered proposed changes
February 6-21	Vet recommendations
February 22	Final recommendations considered by city manager
March 1	Begin council discussions
April 5	Continue council discussions



2016 Fee Review

- 7 departments are recommended for consideration:
- February 16:
 - Cemetery;
- March 1:
 - Airport;
 - Fire, including Fire Prevention; and
 - Development Services, including Planning and Permits & Inspections.



2016 Fee Review

- April 5:
 - Neighborhood & Family Services, specifically Animal Services;
 - Finance, specifically Real Estate; and
 - Water.



2016 Fee Review

Real Estate	Current Fee	Proposed Fee	Estimated Cost of Service
Transfer Fee - Organizational, Recreational, Grazing, Agriculture	\$50	\$113	\$113
Granting Fee - Residential	\$150	\$577	\$577
Granting Fee - Commercial	\$200	\$877	\$877



2016 Fee Review

Real Estate	Current Fee	Proposed Fee	Estimated Cost of Service
Granting Fee - Organizational, Recreational, Grazing, Agriculture	\$75	\$276	\$276
Late Fees (per month) - Residential Lake Nasworthy (certified mail, etc.)	\$20	\$40	\$186



2016 Fee Review

- History of Lake Nasworthy Fees:
- Granting Fees:
 - October 18, 1988; Residential - \$150
 - January 1994: Organizational, Recreational & Agricultural - \$75
- Late Fees:
 - September 4, 2007; \$20 per month



2016 Fee Review

Animal Services	Current Fee	Proposed Fee	Estimated Cost of Service
Heartworm Test	\$7	\$10	\$16
Estray Livestock	\$15	\$25	\$83
Animal Pickup at Owner's request	\$0	\$25	\$39
Removal of dead animal/livestock	\$0	\$25	\$28
Owner requested Flea/tick dipping/treatment	\$0	\$8	\$6



2016 Fee Review

Animal Services	Current Fee	Proposed Fee	Estimated Cost of Service
Euthanasia – owner requested (0-20 lbs)	\$7	\$10	\$12
Euthanasia – owner requested (21-50 lbs)	\$7	\$15	\$22
Euthanasia – owner requested (51-100 lbs)	\$7	\$20	\$41
Euthanasia – owner requested (101+ lbs)	\$7	\$25	\$56
Rabies Submission Head Test	\$28	\$40	\$81



2016 Fee Review

Animal Services	Current Fee	Proposed Fee	Estimated Cost of Service
Transport Fee to Vet	\$0	\$25	\$18
Animal surrender	\$0	\$10	\$43
Trap deposit	\$0	\$20	\$17
Spay & Neuter Program	\$0	\$10 - \$65 depending on Federal Poverty Level	\$33



Low Cost Spay/Neuter Program...

- Veterinarian hired November 2015
- Low cost spay/neuter program discussed/planned
- Program will focus only on citizens that fall within the Federal Poverty Guideline (FPG)
- Costs will be based off what percentage of poverty citizens fall under
- 50% of poverty = \$10, 400% of poverty= \$65



2016 Fee Review

Water	Current Fee	Proposed Multipliers
Residential, Non-residential, Landscape (Winter & Summer), Fire Hydrants, Untreated Water - Drought Level 1	Old methodology	1.00 – 1.20 Multiplier per 1,000 gallons
Residential, Non-residential, Landscape (Winter & Summer), Fire Hydrants, Untreated Water - Drought Level 2	Old methodology	1.00 – 1.30 Multiplier per 1,000 gallons
Residential, Non-residential, Landscape (Winter & Summer), Fire Hydrants, Untreated Water - Drought Level 3	Old methodology	1.00 – 1.40 Multiplier per 1,000 gallons



2016 Fee Review

- Drought multiplier – unchanged
- Fire hydrant deposit – no longer proposing increased fees
- Fire service taps – no longer proposing increased fees
- Deposits – no longer proposing increased fees



2016 Fee Review

- Tap charges – no longer proposing increased fees, align procedures with existing ordinance
- Main extensions over 300 ft. – recommend removing fees and service





City Council

May 3, 2016



DRAFT

City of San Angelo
FY2015-16 Budget
Review of Fee Schedule/Charges

Type of Fee/Charge	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact	Odessa	Midland	Wichita Falls	Abilene	Other
Real Estate 101-0301									
Transfer Fee - Organizational, Recreational, Grazing, Agriculture	\$113	\$50	\$113	\$315					
Granting Fee - Residential	\$577	\$150	\$577	\$4,270					
Granting Fee - Commercial	\$877	\$200	\$877	\$0					
Granting Fee - Organizational, Recreational, Grazing, Agriculture	\$276	\$75	\$276	\$12,060					
Late Fees (per month) - Residential Lake Nasworthy (certified mail, etc.)	\$186	\$20	\$40	\$400			\$100	\$0	

**AN ORDINANCE AMENDING APPENDIX A “FEE SCHEDULE”
OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO
TEXAS, BY AMENDING ARTICLE A6.000 “PARK USE 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 AMENDING Article A6.000 “Park Use Fees” as set out below:

Section A6.001 shall read as follows:

“Sec. A6.001 Lake Nasworthy and South Concho River Lease Fees

The fees to be paid relating to Lake Nasworthy and South Concho River city leases shall be as follows:

(1) Transfer fees.

(A) Transfer fee for transfer of residential leases shall be two hundred fifty dollars (\$250.00).

(B) Transfer fee for transfers of commercial leases shall be one thousand dollars (\$1,000.00).

(C) Transfer fee for organizational leases shall be one hundred thirteen dollars (\$113.00) and subject to approval of the city council.

(D) Transfer fee for recreational, grazing or agricultural leases shall be one hundred thirteen dollars (\$113.00).

(2) Granting fees.

(A) Granting fee for a residential lease shall be five hundred seventy seven dollars (\$577.00).

(B) Granting fee for a commercial lease shall be eight hundred seventy seven dollars (\$877.00).

(C) Granting fee for organizational, recreational, grazing or agricultural lease shall be two hundred seventy six dollars (\$276.00).

(3) Recreational, grazing or agricultural. The following is the established annual rental fee for recreational, grazing or agricultural leases at Lake Nasworthy and along the South Concho River:

(A) Fourteen dollars (\$14.00) per acre for the land.

(B) Two hundred fifty dollars (\$250.00) recreational charge regardless of acres.

(C) Fifty cents (\$0.50) per linear foot on the water.

(D) Seventy-five dollars (\$75.00) per family unit involved in an adjacent subdivision.

(4) Annual rent.

(A) Rent escalation at ten-year intervals. Any Lake Nasworthy lease requiring annual lease fee adjustments at five (5) year intervals, for which an adjustment is due on or after September 5, 1992, shall be adjusted on its regular adjustment date by increasing the annual lease fee (hereinafter referred to as "annual rent") by two percent (2%) per year for the previous five (5) years, for a total of ten percent (10%). Such adjusted annual rent shall thereafter be adjusted at ten (10) year intervals by increasing the annual rent by two percent (2%) per year for the previous ten (10) years, for a total of twenty percent (20%).

(B) Rent escalation when new lease is required before termination. In the event any lessee requests a new Lake Nasworthy lease before the expiration of the term of the current lease and the annual rent under the current lease is not based upon the appraised market value of the land, an adjustment shall be made effective the commencement date of the new lease by increasing the annual rent by two percent (2%) per year or per any portion of a year for time elapsed since the last adjustment. Such adjusted annual rent shall thereafter be adjusted at ten (10) year intervals by increasing the annual rent by two percent (2%) per year for the previous ten (10) years, for a total of twenty percent (20%), provided however, that this adjusted annual rent shall be applicable only for a time period that would equal the number of years remaining on the term of the current lease or until December 31, 2016, whichever is later. After this time period elapses, the annual rent shall equal the appraised market value of land multiplied by a factor of 0.015.

(C) Rent escalation based on appraised market value effective January 1, 2017. Effective January 1, 2017, annual rent shall be calculated based upon the appraised market value of the land multiplied by a factor of 0.015. Thereafter, all city-owned lots at Lake Nasworthy shall be appraised at intervals of not less than ten (10) years to determine the market value of the land. Upon completion of each appraisal of the land, the annual rent will be adjusted utilizing the newly determined market value and the multiplication factor of 0.015. However, at no time shall annual rent based on appraised market value be less than seven hundred dollars (\$700.00) per year.

(D) Late fees. If any Lake Nasworthy lease fee is not paid in full on or before the due date specified in the lease, in addition to any other penalty or remedy available under the lease, a late fee of forty dollars (\$40.00) per month for each month or part of month that the fee and any accrued late charges remain unpaid shall be incurred by and collected from the person or entity owing the sum.

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.

3) THAT, this Ordinance shall be effective on, from and after the 3rd day of May 2016.

INTRODUCED with public hearing on the 19th day of April, 2016, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of May, 2016.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

DRAFT

City of San Angelo
FY2015-16 Budget
Review of Fee Schedule/Charges

Type of Fee/Charge	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact	Odessa	Midland	Wichita Falls	Abilene	Other
Animal Services 101-7803									
Heartworm Test	\$16	\$7	\$10	\$240					
Estray Livestock	\$83	\$15	\$25	\$0		\$100	\$35 first time, \$65 second, \$90 third, and \$115 fourth time in 12-mos		
Animal Pickup at Owner's request	\$39	\$0	\$25	\$1,250					
Removal of dead animal/livestock	\$28	\$0	\$25	\$1,750		\$75 livestock in City limits \$10 deceased pets	\$15 under 50lbs; \$20 over 50lbs	\$50	
Owner requested Flea/tick dipping/treatment	\$6	\$0	\$8	\$800		\$10/bottle; \$12/pet			
Euthanasia – owner requested (0-20 lbs)	\$12	\$7	\$10	\$450		\$15, \$20	\$20 under 20-lbs; \$30 20-50lbs; \$40 50+ lbs	\$5	
Euthanasia – owner requested (21-50 lbs)	\$22	\$7	\$15	\$600					
Euthanasia – owner requested (51-100 lbs)	\$41	\$7	\$20	\$390					
Euthanasia – owner requested (101+ lbs)	\$56	\$7	\$25	\$360					
Rabies Submission Head Test	\$81	\$28	\$40	\$1,200		\$30 (\$15 prep, \$15 shipping)	\$40		
Transport Fee to Vet	\$18	\$0	\$25	\$500		\$15			
Animal surrender	\$43	\$0	\$10	\$31,500		\$15	\$25		
Trap deposit	\$17	\$0	\$20	\$1,000			\$27 small, \$110 large		
Spay & Neuter Program	\$33	\$0	\$10 - \$65 depending on Federal Poverty Level	\$31,550					\$40 - \$195 Depending on Species and Gender

City of San Angelo
 Neighborhood and Family Services - Animal Services
 Spay and Neuter Program

2016 Federal Poverty Level - Texas
 Percent Gross Yearly Income

Family Size	50%	75%	100%	133%	138%	175%	200%	250%	300%	400%
1	\$ 5,940	\$ 8,910	\$ 11,880	\$ 15,800	\$ 16,394	\$ 20,790	\$ 23,760	\$ 29,700	\$ 35,640	\$ 47,520
2	\$ 8,010	\$ 12,015	\$ 16,020	\$ 21,307	\$ 22,108	\$ 28,035	\$ 32,040	\$ 40,050	\$ 48,060	\$ 64,080
3	\$ 10,080	\$ 15,120	\$ 20,160	\$ 26,813	\$ 27,821	\$ 35,280	\$ 40,320	\$ 50,400	\$ 60,480	\$ 80,640
4	\$ 12,150	\$ 18,225	\$ 24,300	\$ 32,319	\$ 33,534	\$ 42,525	\$ 48,600	\$ 60,750	\$ 72,900	\$ 97,200
5	\$ 14,220	\$ 21,330	\$ 28,440	\$ 37,825	\$ 39,247	\$ 49,770	\$ 56,880	\$ 71,100	\$ 85,320	\$ 113,760
6	\$ 16,290	\$ 24,435	\$ 32,580	\$ 43,331	\$ 44,960	\$ 57,015	\$ 65,160	\$ 81,450	\$ 97,740	\$ 130,320
7	\$ 18,365	\$ 27,548	\$ 36,730	\$ 48,851	\$ 50,687	\$ 64,278	\$ 73,460	\$ 91,825	\$ 110,190	\$ 146,920
8	\$ 20,445	\$ 30,668	\$ 40,890	\$ 54,384	\$ 56,428	\$ 71,558	\$ 81,780	\$ 102,225	\$ 122,670	\$ 163,560
Proposed Price (Charge for Surgery)	\$ 10	\$ 20	\$ 30	\$ 35	\$ 40	\$ 45	\$ 50	\$ 55	\$ 60	\$ 65
Estimated Number of Surgeries (Annual)	100	80	80	60	100	100	50	50	70	100
Estimated Financial Impact (Annual)	\$ 1,000	\$ 1,600	\$ 2,400	\$ 2,100	\$ 4,000	\$ 4,500	\$ 2,500	\$ 2,750	\$ 4,200	\$ 6,500

**AN ORDINANCE AMENDING APPENDIX A “FEE SCHEDULE”
OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO
TEXAS, BY AMENDING ARTICLE A1.000 “ANIMAL CONTROL
SERVICES FEES”; PROVIDING FOR SEVERABILITY, AND
PROVIDING FOR AN EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, the Code of Ordinances is hereby amended by AMENDING Article A1.000 “Animal Control Services Fees” as set out below:

Article A1.000 shall read as follows:

“ARTICLE A1.000 ANIMAL CONTROL SERVICES FEES

Sec. A1.001 License fee

~~(a) — Annual license fee. The dog, cat and ferret annual license fee shall be seven dollars (\$7.00) per animal per year.~~

~~(b) — Lifetime license fee. The dog, cat and ferret lifetime license fee shall be fifty dollars (\$50.00) per animal. Deleted~~

Sec. A1.002 Tag fee

~~Upon payment of the license fee and proof of current rabies vaccination administered by a licensed veterinarian, the veterinarian or the city finance officer shall issue the owner of the dog, cat or ferret a metal tag for each animal. If the metal tag is subsequently lost, a duplicate tag may be obtained for a fee of one dollar (\$1.00) at the city animal shelter. If proof of registration cannot be determined, a replacement registration tag may be obtained for a fee of seven dollars (\$7.00) at the city animal shelter. (1996 Code, app. A, sec. 1.200; Ordinance adopted 11/16/99) Deleted~~

Sec. A1.003 Animal adoption fees

(a) Adoption by individual. The adoption fee for adoption of animals by individuals under [section 3.02.042](#) of the Code of Ordinances is:

(1) Cats or ferrets: \$50.00.

(2) Dogs: \$85.00.

(b) Adoption by qualified rescue organization. The adoption fee for adoption of animals by qualified rescue organizations under [section 3.02.043](#) of the Code of Ordinances is:

(1) Cats or ferrets: \$50.00.

(2) Dogs: \$85.00.

(c) Sterilized, microchipped animal. The adoption fee for a previously sterilized and microchipped animal is:

(1) Dog, cat or ferret: \$15.00.

(d) Sterilized, non-microchipped animal. The adoption fee for a previously sterilized, non-microchipped animal is:

(1) Dog, cat or ferret: \$28.00.

(e) The Animal Shelter Manager at his/her discretion may sell any animal that has been resident at the shelter for more than fifteen (15) days at a reduced price.

Sec. A1.004 Microchip fee

Dog or cat: \$13.00.

Sec. A1.005 Impoundment fees

Any animal or fowl running at large may be taken up by the animal services director or the director's designee or by any police officer or other person designated by the city manager and held for a period of seventy-two (72) hours, during which time the owner, upon satisfactory proof of ownership, may redeem his animal or fowl upon payment of the following impounding fees: Thirty-six dollars (\$36.00) for a small animal or fowl impounded and a boarding fee of ten dollars (\$10.00) per day per animal beginning at 1 minute after twelve o'clock (12:01) a.m. the day following impoundment, plus a fee for necessary health care during impoundment. Board for a full day shall be charged for any part of a day. Impounding fees for livestock shall be thirty-six dollars (\$36.00). If any animal or fowl has not been so redeemed, the animal services director may sell or destroy said animal or fowl.

Sec. A1.006 Unaltered animal fee

Deleted

~~(a) An owner who claims from the city animal shelter an animal that has not been spayed or neutered must pay an unaltered animal fee in the amount of two hundred dollars (\$200.00) if the animal has not been impounded within the prior twelve (12) months and five hundred dollars (\$500.00) otherwise.~~

~~(b) The owner of an animal shall have the right to appeal the imposition of the requirements of section 3.05.004 of the Code of Ordinances and subsection (a) of this section to the director of health or his designee. Written notice of the appeal must be received in the director's office no later than the expiration of the tenth day following notification of the imposition of the fee. Upon receipt of notice of appeal the director shall hold a hearing no later than ten (10) business days~~

from receipt of notice. The appellant shall have the right to present evidence at the hearing, and though informal in nature the director must decide the matter finally upon a preponderance of the evidence. The decision of the director shall conclude all administrative remedies available to the applicant.

~~(c) — Grounds appropriate for overturning the imposition of the requirements of section 3.05.004 of the Code of Ordinances and subsection (a) of this section include proof by a preponderance of the evidence that the animal was not stray at the time the animal was seized or that the animal has been claimed from the shelter fewer times than city records indicate.~~

Sec. A1.007 Heartworm/ Fleas/ Ticks

- (a) Heartworm test \$10
- (b) Owner requested flea/tick dipping or treatment \$8

Sec. A1.008 Animal pickup/removal/transport/surrender

- (a) Estray Livestock \$25
- (b) Animal pickup at owner's request \$25
- (c) Removal of dead animals/livestock \$25
- (d) Transport fee to vet \$25
- (e) Animal surrender ~~— single pet~~ \$10

Sec. A1.009 Euthanasia

The fees for euthanasia are as follows:

- (a) Owner requested 0 – 20 lbs. \$10
- (b) Owner requested 21-50 lbs. \$15
- (c) Owner requested 51-100 lbs. \$20
- (d) Owner requested 101+ lbs \$25

Sec. A1.010 Spay and Neuter Program

The fee for the spay or neuter of a pet shall be from \$10 to \$65 depending on the Federal poverty level.

Sec. A1.011 Miscellaneous

The following fees shall apply for the services listed:

- | | |
|--|--------------|
| (a) <u>Trap deposit</u> | <u>\$20</u> |
| (b) <u>Rabies Submission Head Test</u> | <u>\$40"</u> |

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.

3) THAT, this Ordinance shall be effective on, from and after the 3rdth day of May 2016.

INTRODUCED with public hearing on the 19th day of April, 2016, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of May, 2016.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

DRAFT

City of San Angelo
FY2015-16 Budget
Review of Fee Schedule/Charges

Type of Fee/Charge	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact	Odessa	Midland	Wichita Falls	Abilene	Other
Water 260-0000									
Residential, Non-residential, Landscape (Winter & Summer), Fire Hydrants, Untreated Water - Drought Level 1		Old methodology	1.00 - 1.20 Multiplier per 1,000 gallons						
Residential, Non-residential, Landscape (Winter & Summer), Fire Hydrants, Untreated Water - Drought Level 2		Old methodology	1.00 - 1.30 Multiplier per 1,000 gallons						
Residential, Non-residential, Landscape (Winter & Summer), Fire Hydrants, Untreated Water - Drought Level 3		Old methodology	1.00 - 1.40 Multiplier per 1,000 gallons						
Fire Hydrant Deposit	\$1,404	\$1,000	No Changes	\$0	\$2,000		\$2,000		
1" Fire Service Tap	\$1,238	\$800	No Changes	\$0		Service not provided		\$375	
4" Fire Service Tap	\$2,705	\$1,600	No Changes	\$0	\$2,000	Service not provided		Cost of Installation	
6" Fire Service Tap or larger	\$3,006	\$2,500	No Changes	\$0	\$2,500	Service not provided		Cost of Installation	
Tap Charges - New Tap - 3/4" 5/8"	Meter Only: \$248; Tap & Meter: \$1,488	\$150 + Trench Repair	No Changes	\$0	\$40-\$420		\$1,022	\$350	\$2,084
Tap Charges - New Tap - 1"	Meter Only: \$341; Tap & Meter: \$1,581	\$250 + Trench Repair	No Changes	\$0	\$60-\$300		\$1,138	\$375	\$2,084
Tap Charges - New Tap - 1 1/2"	Meter Only: \$796; Tap & Meter: \$2,967	\$450 + Trench Repair	No Changes	\$0	\$170-\$1,150		Actual Cost	\$525	
Tap Charges - New Tap - 2" Turbine	Meter Only: \$796; Tap & Meter: \$2,967	\$575 + Trench Repair	No Changes	\$0	\$260-\$1,800		Actual Cost	Actual Cost	\$3,092
Tap Charges - New Tap - 2" Compound	Meter Only: \$1,788; Tap & Meter: \$3,959	\$1,225 + Trench Repair	No Changes	\$0	\$260-\$1,800		Actual Cost	Actual Cost	\$3,092
Tap Charges - New Tap - 3" Turbine	Meter Only: \$1,041; Tap & Meter: \$4,448	\$1,875 + Trench Repair	No Changes	\$0	\$520-\$3,500		Actual Cost	Actual Cost	Service not done by City, shall be done by Contract
Tap Charges - New Tap - 3" Compound	Meter Only: \$2,515; Tap & Meter: \$5,921	\$2,625 + Trench Repair	No Changes	\$0	\$520-\$3,500		Actual Cost	Actual Cost	Service not done by City, shall be done by Contract
Tap Charges - New Tap - 4" Turbine	Meter Only: \$1,368; Tap & Meter: \$4,775	\$2,350 + Trench Repair	No Changes	\$0	\$800-\$4,300		Actual Cost	Actual Cost	Service not done by City, shall be done by Contract
Tap Charges - New Tap - 4" Compound	Meter Only: \$3,152; Tap & Meter: \$6,559	\$3,300 + Trench Repair	No Changes	\$0	\$800-\$4,300		Actual Cost	Actual Cost	Service not done by City, shall be done by Contract
Tap Charges - New Tap - 6" Turbine	Meter Only: \$2,501; Tap & Meter: \$6,959	\$3,500 + Trench Repair	No Changes	\$0	\$3,175-\$6,000		Actual Cost	Actual Cost	Service not done by City, shall be done by Contract
Tap Charges - New Tap - 6" Compound	Meter Only: \$5,035; Tap & Meter: \$9,493	\$5,500 + Trench Repair	No Changes	\$0	\$3,175-\$6,000		Actual Cost	Actual Cost	Service not done by City, shall be done by Contract
Tap Charges - New Tap - 1 1/2" Lake Meter	\$1,239	\$450	No Changes	\$0					

DRAFT

City of San Angelo
FY2015-16 Budget
Review of Fee Schedule/Charges

Type of Fee/Charge	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact	Odessa	Midland	Wichita Falls	Abilene	Other
Main Extension (over 300 ft from existing water main)	To be determined on a case-by-case basis	\$7/ft from front and \$14/ft for anything over 300-ft from water main + tap fee	Removal of Service	\$0			Actual Cost		
Wastewater 270-0000									
Sewer Line Extension - Private Lot (over 300ft from existing sewage line)	To be determined on a case-by-case basis	\$7/ft from front and \$14/ft for anything over 300-ft from sewer main + tap fee	Removal of Service	\$0			Actual Cost		
Sewer Tap - 4" (w/ Trench Repair)	\$1,217	\$150 + Trench Repair	No Changes	\$0		\$350 plus \$250 for paved alley	Actual Cost	Cost of Installation	\$2,416
Sewer Tap - 6" (w/Trench Repair and manhole)	\$2,454	\$1,275 + Trench Repair	No Changes	\$0		\$400 plus \$250 for paved street	Actual Cost	Cost of Installation	\$8,866

Drought Multipliers				
Inside City Volumetric (per 1,000 gallons)	Drought Level 1	Drought Level 2	Drought Level 3	
Residential				
0-2	1.00	1.10	1.20	
3-5	1.05	1.10	1.20	
6-15	1.05	1.20	1.30	
16-39	1.10	1.20	1.30	
> 39	1.20	1.30	1.40	
Non-Residential	1.05	1.05	1.10	
Landscape - Winter				
0-89	1.10	1.20	1.30	
> 89	1.10	1.20	1.30	
Landscape - Summer				
0-89	1.10	1.20	1.30	
> 89	1.10	1.20	1.30	
Fire Hydrants	1.00	1.00	1.00	
Untreated Water	1.00	1.10	1.20	

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CITY OF SAN ANGELO TEXAS, BY AMENDING ARTICLE
11.05 "WATER CONSERVATION AND DROUGHT
CONTINGENCY PLAN" and ARTICLE A.8000 "UTILITY
RELATED FEES", PROVIDING FOR SEVERABILITY, AND
PROVIDING FOR AN EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, the Code of Ordinances is hereby amended by AMENDING Article 11.05 "Water Conservation and Drought Contingency Plan" Section 11.05.002 "Water conservation measures" as set out below:

Section 11.05.002 shall read as follows:

"Sec. 11.05.002 Water conservation measures

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

(1) Conservation plan. The "City of San Angelo Water Conservation Plan," dated March 20, 2014 (revised September 4, 2014) which is on file in the office of the city clerk, and available for public inspection, is adopted and incorporated herein.

(A) Implementation. The director of water utilities will act as the administrator of the water conservation plan. The administrator will oversee the execution and implementation of all elements of the program and will be responsible for supervising the promulgation and retention of records for program verification.

(2) Plumbing code. The city plumbing code has provision for water-conserving plumbing devices. The city will enforce the requirements of the code to ensure the use of water-saving devices.

(3) Universal metering. All users of municipal treated water, except for fire sprinkler lines, will be metered.

(4) Water supply meters. The city metering devices will record water use with an accuracy of plus or minus 5.0% in order to measure and account for the amount of raw water diverted from the source of supply.

(5) Restaurants. Restaurants shall not serve water to their customers except when specifically requested by the customer.

(6) Waste of water. As defined below, shall be prohibited.

(A) Allowing treated or raw city water, greywater, reclaimed water or well water to run off property to a gutter, street, alley, ditch or drainage facility and

drain for more than 150 feet downgrade of the point of entry into such gutter, street, alley, ditch or drainage facility.

(B) Failure to repair a controllable leak.

(7) Prohibited watering hours. The use of treated or raw city water, greywater or reclaimed water for watering lawns, gardens, landscape areas, trees, golf courses, shrubs or other plants being grown outdoors (not in a nursery) shall be prohibited between the hours of 12:00 noon and 6:00 p.m. daily from April 1 through October 31.

(8) Watering frequency. The use of treated or raw city water, greywater or reclaimed water for watering lawns, landscape areas, trees, gardens, golf courses (except greens), shrubs or other plants being grown outdoors (not in a nursery) shall be allowed at a frequency of twice every seven days during the period of April 1 through October 31 and once every seven days during the period of November 1 through March 31. Golf course greens may be watered once per day year round.

(9) New landscape. Watering of newly seeded or sodded lawns or newly planted trees, shrubs or landscape plants will be allowed at the following frequency provided written notification is given to the city code compliance division or water conservation division of the watering schedule:

(A) Days 1-14 from planting: three times per day every day of such period at any time of day.

(B) Days 15-28 from planting: twice per day every day of such period at any time of day.

(10) Allowable application rates. The maximum amount of treated or raw city water, greywater or reclaimed water applied to established lawns, landscape plants, golf courses (except greens) or shrubs shall not exceed 1 inch per week.

(11) Drip irrigation. Landscape or foundation watering with a drip irrigation system such as a soaker hose, deep root watering system, drip pipe or tape, or bubbler shall be permitted on any day and at any time of day provided that the total amount of water applied shall not exceed 1 inch per week. For the purpose of this article, drip irrigation shall mean a water-saving irrigation system designed to emit water at low volumes and low pressures directly onto or below the soil surface without airborne streams or droplets.

(12) Hand watering. Hand watering of lawns, gardens, landscape areas, trees, shrubs or other plants being grown outdoors or foundations may be done on any day, except during the prohibited watering hours, provided the allowable application rate is not exceeded. Hand watering shall be watering with a hose that is hand-held for the duration of the irrigation event, or watering with a container of five gallons or less.

(13) Excessive usage of water. Excessive usage of water as defined below shall be prohibited and shall be a violation of the water conservation and drought contingency plan:

(A) Any use of water by a customer in excess of the maximum allowable application rates under subsection (10) above.

~~(B) Usage of water in amounts such that an “excessive usage fee” as set out in this article is assessed.~~

~~(14) Excessive usage fee. A fee shall be charged for excessive water usage in the amounts set forth below. This fee shall be in addition to the standard fee charged for water usage.~~

~~(A) For single-family residential accounts, an additional fee of \$1.50 per 1,000 gallons shall be charged for all usage from 40,000 through 49,000 gallons during a billing period, an additional fee of \$2.50 per 1,000 gallons shall be charged for all usage from 50,000 through 59,000 gallons during a billing period, and an additional fee of \$5.00 per 1,000 gallons shall be charged for all usage over 59,000 gallons during a billing period. Usage on a single-family residential account shall be the total usage at the address which is determined by adding together the usage on the meter supplying the residence and the usage on the meter(s) supplying water to the landscape watering system.~~

~~(B) For all landscape meters, except those at single-family residences, schools, colleges, parks, cemeteries, golf courses or athletic facilities, an additional fee of \$1.50 per 1,000 gallons shall be charged for all usage from 90,000 through 109,000 gallons during a billing period, an additional fee of \$2.50 per 1,000 gallons shall be charged for all usage from 110,000 through 129,000 gallons during a billing period, and an additional fee of \$5.00 per 1,000 gallons shall be charged for all usage over 129,000 gallons during a billing period.~~

(14) Contracts with other political subdivisions, water supply corporations or water suppliers. Any political subdivision, water supply corporation, or water supplier that contracts with the city for the purchase of water shall adopt applicable provisions of the city's water conservation and drought contingency plan. Contracts for the sale of water that are already in effect will be revised to reflect the applicable provisions of the city's most current water conservation and drought contingency plan when the contracts are renewed or extended. To the extent of the city's legal authority, the city shall require the city's wholesale customers to issue a public notice advising their water customers of required drought management measures declared in the city as follows in [section 11.05.003](#).

(A) In the event that the triggering criteria specified in [section 11.05.003\(f\)](#) of the plan for Water Supply Stage - Drought Level III have been met, the city manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code section 11.039 and according to the following water allocation policies and procedures.

(B) A wholesale customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the city council based on the administrator's assessment of the severity of the water shortage condition and the need to curtail water diversions and/or deliveries and may be adjusted periodically by resolution of the city council as conditions warrant. Once pro rata allocation is in effect, water diversions by or deliveries to each wholesale customer shall be limited to the allocation established for each month.

(C) Upon initiation of pro rata water allocation, the water utility director shall provide notice, by certified mail, to each wholesale customer informing them of their monthly water usage allocations and shall notify the news media and the executive director of the state commission on environmental quality.

(15) Water demand emergency. In the event the quantity of water usage from the city's water distribution system reaches a level that exceeds the amount which may be treated or safely delivered through the system, the water utilities director shall notify the city manager and the city council of such an occurrence. The city council shall be authorized to limit the use of water by passage of a resolution outlining such limitations, which shall remain in effect until the water demand emergency can be met. Upon initiation of a water demand emergency, the water utility director shall provide notice, by certified mail, to the executive director of the state commission on environmental quality and shall notify the news media.

(16) Water supply emergency. In the event of a water system failure or emergency (i.e., pressure zone deficiencies, chemical spills, broken water mains, power outages, failures of storage tanks or other equipment, treatment plant breakdown and/or water contamination) which limits the amount of water which may be treated or safely delivered through the system, the water utilities director shall notify the city manager and city council of such occurrence. The city council shall be authorized to limit the use of water by passage of a resolution outlining such limitations, which shall remain in effect until the water supply emergency can be met. Upon initiation of a water supply emergency, the water utility director shall provide notice, by certified mail, to the executive director of the state commission on environmental quality and shall notify the news media.

(17) Public information. The water utilities director will provide regular public education and information about the importance of year-round water efficiency as delineated in the plan, and will provide general information about water supply conditions and drought plan provisions on at least an annual basis. The purpose of this effort shall be to keep the citizenry informed about the drought and conservation plans and their importance to the city's water supply.

Sec. 11.05.003 Drought stages and water management measures

(a) Water supply sources. The city has several water supply sources that it can draw upon to meet its needs. Local surface water sources include Lake Nasworthy, Twin Buttes Reservoir, O.C. Fisher Reservoir and the South Concho River. Nonlocal surface water supplies are available to the city from O.H. Ivie Reservoir and Spence Reservoir. The city has a groundwater source in the Hickory Aquifer. When local reservoirs are full, the city's primary water supply will

be from these reservoirs along with nonlocal or groundwater sources as needed. When local reservoirs are below full but above drought trigger points, the local sources may be utilized along with water brought in from nonlocal sources or groundwater sources. During drought conditions, the primary source of supply will be nonlocal sources, subject to the maximum amount available from each source, with the remaining amount of water coming from the local sources or groundwater sources that the city may develop.

(b) Drought trigger point. Whenever the total amount of water available to the city falls below the minimum criteria established for each water supply stage level, the city shall be deemed to have entered a drought stage for management of its water supplies. The water utilities director shall notify the city manager and city council upon entering the threshold of a drought stage. The council shall implement each stage by resolution. A notice of such resolution shall be published one time in the local newspaper. The criteria for each stage and the water management measures which shall be enforced are as follows in subsections (d) to (f).

(c) Public information. The water utilities director will provide reports to the news media with information regarding current water supply conditions, projected water supply and demand conditions if the current drought conditions continue, and consumer information on water conservation measures and practices. Information describing each water supply stage trigger point and drought level restrictions on water use shall be prepared and published on the city's website.

(d) Water supply stage - Drought Level I.

(1) The minimum criteria for this drought stage shall be the following: The total amount of water available, as determined by the water utilities director, to the city from its developed water sources is less than a 24-month supply.

(2) In addition to the conservation measures stated in [section 11.05.002](#) of this article, the following additional water conservation measures shall be in force during Water Supply Stage - Drought Level I.

(A) The use of treated or raw city water for watering lawns, gardens, landscape areas, trees, shrubs, golf courses (except greens) or other plants being grown outdoors (not in a nursery) shall be prohibited at all times; provided, however, a person may do such watering which shall be once every seven days during the period of April 1 through October 31 and once every 14 days during the period of November 1 through March 31 except during the "prohibited watering hours" as stated in [section 11.05.002](#).

(B) Golf courses greens may be watered daily except during the "prohibited watering hours" as stated in [section 11.05.002](#).

(C) Watering of "new landscape" shall be allowed in accordance with the provisions as stated in [section 11.05.002](#) for "new landscape."

(3) ~~A fee multiplier shall be charged for water usage assessed to the volumetric water fees as set forth in Sec. A8.002(a)(7) of this Code in the amounts as set forth below. This fee shall be in addition to the standard fee charged for water usage and shall be in lieu of the "excessive usage fee" as defined in section 11.05.002.~~

~~(A) For single-family residential accounts, an additional fee of \$2.00 per 1,000 gallons shall be charged for all usage from 25,000 through 34,000 gallons during a billing period, an additional fee of \$3.50 per 1,000 gallons shall be charged for all usage from 35,000 through 44,000 gallons during a billing period, and an additional fee of \$6.00 per 1,000 gallons shall be charged for all usage over 44,000 gallons during a billing period. Usage on a single-family residential account shall be the total usage at the address which is determined by adding together the usage on the meter supplying the residence and the usage on the meter(s) supplying water to the landscape watering system.~~

~~(B) For all landscape meters, except those at single-family residences, schools, colleges, parks, cemeteries, golf courses or athletic facilities, an additional fee of \$2.00 per 1,000 gallons shall be charged for all usage from 75,000 through 94,000 gallons during a billing period, an additional fee of \$3.50 per 1,000 gallons shall be charged for all usage from 95,000 through 114,000 gallons during a billing period, and an additional fee of \$6.00 per 1,000 gallons shall be charged for all usage over 114,000 gallons during a billing period.~~

(e) Water Supply Stage - Drought Level II.

(1) The minimum criteria for this drought stage shall be the following: The total amount of water available, as determined by the water utilities director, to the city from its developed water sources is less than an 18-month supply.

(2) In addition to the conservation measures stated in [section 11.05.002](#) of this article, the following additional water conservation measures shall be in force during Water Supply Stage - Drought Level II:

(A) The use of treated or raw city water for watering lawns, gardens, landscape areas, trees, shrubs, golf courses (except greens) or other plants being grown outdoors (not in a nursery) shall be prohibited at all times; provided, however, a person may do such watering which shall be once every seven days during the period of April 1 through October 31 and once every 14 days during the period of November 1 through March 31 except during the “prohibited watering hours” as stated in [section 11.05.002](#).

(B) Golf course greens may be watered daily except during the “prohibited watering hours” as stated in [section 11.05.002](#).

(C) Watering of “new landscape” shall not be allowed as stated in [section 11.05.002](#) for “new landscape.”

(3) A multiplier shall be assessed to the volumetric water fees as set forth in Sec. A8.002(a)(7) of this Code.

~~A fee shall be charged for water usage in the amounts as set forth below. This fee shall be in addition to the standard fee charged for water usage and in lieu of the water usage fee set out in subsection (d)(3) of this section [and] the “excessive usage fee” as defined in [section 11.05.002](#).~~

~~(A) For single-family residential accounts, an additional fee of \$3.50 per 1,000 gallons shall be charged for all usage from 10,000 through 19,000 gallons during a billing period, an additional fee of \$5.00 per 1,000 gallons shall be charged for all usage from 20,000 through 29,000 gallons during a billing period, and an additional fee of \$8.00 per 1,000 gallons shall be charged for all usage over 29,000 gallons during a billing period. Usage on a single-family residential account shall be the total usage at the address which is determined by adding together the usage on the meter supplying the residence and the usage on the meter(s) supplying water to the landscape watering system.~~

~~(B) For all landscape meters except those at single-family residences, an additional fee of \$3.50 per 1,000 gallons shall be charged for all usage from 60,000 through 79,000 gallons during a billing period, an additional fee of \$5.00 per 1,000 gallons shall be charged for all usage from 80,000 through 99,000 gallons during a billing period, and an additional fee of \$8.00 per 1,000 gallons shall be charged for all usage over 99,000 gallons during a billing period.~~

(f) Water Supply Stage - Drought Level III.

(1) The minimum criteria for this drought stage shall be the following: The total amount of water available, as determined by the water utilities director, to the city from its developed water sources is less than a 12-month supply.

(2) In addition to the water conservation measures stated in [section 11.05.002](#) of this article, the following water conservation measures shall be in force during Water Supply Stage - Drought Level III:

(A) The use of treated or raw city water for watering of lawns, gardens, landscape areas, golf courses (including greens), shrubs or other plants being grown outdoors is prohibited. Hand watering or drip irrigation of trees and foundations may be done on days and at times as established by the city council.

(B) The use of treated or raw city water to fill, refill or maintain the level of any fountain or swimming pool is prohibited.

(C) Washing of automobiles, trucks, trailers, boats, or other types of vehicles or mobile equipment is prohibited except, if the health, safety and welfare of the public is contingent upon vehicle cleaning, as determined by the director of city health services, then the washing of such vehicles shall be allowed.

(3) A multiplier shall be assessed to the volumetric water fees as set forth in Sec. A8.002(a)(7) of this Code.

~~A fee shall be charged for water usage in the amounts as set forth below. This fee shall be in addition to the standard fee charged for water usage and shall be in lieu of the water usage fee set out in subsections (d)(3) and (e)(3) of this section and the "excessive usage fee" as defined in [section 11.05.002](#):~~

~~(A) For single-family residential accounts, an additional fee of \$6.00 per 1,000 gallons shall be charged for all usage over 10,000 gallons during a billing period.~~

~~(B) For apartment unit accounts, an additional fee of \$5.00 per 1,000 gallons shall be charged for all usage over an amount equal to the number of units in the apartment times 3,000 gallons during a billing period.~~

~~(C) For all other water users, an additional fee of \$2.50 per 1,000 gallons shall be charged for all usage.~~

2) THAT, Appendix A “Fee Schedule” of the Code of Ordinances is hereby amended by AMENDING Article A8.000 “Utility Related Fees”, Section A8.002 “Monthly water rates; sanitary sewer discharge charges; industrial waste charges; sewer tap charges” as set out below:

Section A8.002(a) shall read as follows:

“Sec. A8.002 Monthly water rates; sanitary sewer discharge charges; industrial waste charges; sewer tap charges

(a) All persons supplied with water by the city shall be billed for water at the following monthly rates for water supplied on or after January 1, 2016:

(1) Rate schedule:

(A) Inside city, fixed charge - meter size:

	2016	2017	2018	2019	2020
5/8"	\$21.37	\$23.88	\$26.68	\$28.62	\$30.69
1"	\$25.86	\$28.90	\$32.29	\$34.63	\$37.15
1-1/2"	\$30.38	\$33.96	\$37.94	\$40.70	\$43.65
2"	\$40.07	\$44.78	\$50.04	\$53.67	\$57.56
3"	\$117.01	\$130.76	\$146.13	\$156.72	\$168.08
4"	\$146.09	\$163.26	\$182.44	\$195.67	\$209.85
6"	\$212.67	\$237.66	\$265.59	\$284.84	\$305.49
8"	\$288.28	\$322.15	\$360.01	\$386.11	\$414.10

(B) Residential volumetric, rate per 1,000 gallons (Single-family residence, duplex, or other individually metered residential unit. Residential usage shall be the combined usage of the building meter and any landscape meter(s) serving the tract.):

	2016	2017	2018	2019	2020
0–2	\$2.74	\$3.00	\$3.30	\$3.54	\$3.80
3–5	\$3.99	\$4.38	\$4.81	\$5.16	\$5.54
6–15	\$4.66	\$5.12	\$5.62	\$6.03	\$6.47

16–39	\$4.99	\$5.48	\$6.02	\$6.45	\$6.92
>39	\$9.13	\$10.03	\$11.02	\$11.82	\$12.68

(C) Nonresidential volumetric, rate per 1,000 gallons (commercial, apartment, mobile home park, fire hydrants, industrial, hotel/motel, hospital, school, and government):

2016	2017	2018	2019	2020
\$4.62	\$5.27	\$6.01	\$6.45	\$6.92

(D) Landscape volumetric, rate per 1,000 gallons:

	2016	2017	2018	2019	2020
Winter					
0–89	\$4.46	\$5.09	\$5.81	\$6.23	\$6.68
>89	\$9.98	\$11.39	\$12.99	\$13.93	\$14.94
Summer					
0–89	\$4.66	\$5.32	\$6.07	\$6.51	\$6.98
>89	\$10.43	\$11.90	\$13.58	\$14.56	\$15.62

(E) Untreated water volumetric, rate per 1,000 gallons (all customers):

2016	2017	2018	2019	2020
\$4.95	\$5.65	\$6.45	\$6.92	\$7.42

*Winter is the billing period of October through April.

**Summer is the billing period of May through September.

(2) Manufacturing companies which depend on water use for the construction, manufacturing, assembly or processing of products, such as creameries, medical sutures, wood and cotton processing, packing plants, commercial laundries and carwashes, shall pay the industrial water rate.

(3) Angelo State University, San Angelo Independent School District, Tom Green County, Goodfellow Air Force Base and the city shall pay the governmental/schools rate.

(4) Where the city pays all pumping and distribution costs of untreated water, an additional charge shall be added to the untreated water rate in an amount equal to the average cost per one thousand (1,000) gallons for pumping and distributing said water.

(5) The charge for fire sprinkler service shall be one dollar (\$1.00) per inch diameter of the main fire service feed line. This charge shall be for each line service per month.

(6) The charge for water service to users outside the city limits shall be one and one-half (1-1/2) times the rate charged to users within the city limits.

(7) The water rate schedule shall also be adjusted as set out below pursuant to Section 11.05.002 of this Code entitled "Water conservation measures".

<u>Drought Level 1</u>	<u>Residential</u>	
	<u>0-2</u>	<u>1.0</u>
	<u>3-5</u>	<u>1.05</u>
	<u>6-15</u>	<u>1.05</u>
	<u>16-39</u>	<u>1.10</u>
	<u>>39</u>	<u>1.20</u>
	<u>Non-Residential</u>	<u>1.05</u>
	<u>Landscape (Winter and Summer)</u>	<u>1.10</u>
	<u>Fire Hydrants</u>	<u>1.00</u>
	<u>Untreated Water</u>	<u>1.00</u>
<u>Drought Level 2</u>	<u>Residential</u>	
	<u>0-2</u>	<u>1.10</u>
	<u>3-5</u>	<u>1.10</u>
	<u>6-15</u>	<u>1.20</u>
	<u>16-39</u>	<u>1.20</u>
	<u>>39</u>	<u>1.30</u>
	<u>Non-Residential</u>	<u>1.05</u>
	<u>Landscape (Winter and Summer)</u>	<u>1.20</u>
	<u>Fire Hydrants</u>	<u>1.00</u>
	<u>Untreated Water</u>	<u>1.10</u>
<u>Drought Level 3</u>	<u>Residential</u>	
	<u>0-2</u>	<u>1.20</u>

	<u>3-5</u>	<u>1.20</u>
	<u>6-15</u>	<u>1.30</u>
	<u>16-39</u>	<u>1.30</u>
	<u>>39</u>	<u>1.40</u>
	<u>Non-Residential</u>	<u>1.10</u>
	<u>Landscape (Winter and Summer)</u>	<u>1.30</u>
	<u>Fire Hydrants</u>	<u>1.00</u>
	<u>Untreated Water</u>	<u>1.20</u>

7) 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.

8) THAT, this Ordinance shall be effective on, from and after the 3rdth day of May 2016.

INTRODUCED with public hearing on the 19th day of April, 2016, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of May, 2016.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney



**AN ORDINANCE AMENDING APPENDIX A “FEE SCHEDULE”
OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO
TEXAS, BY AMENDING ARTICLE A.8000 “UTILITY RELATED
FEES” AND CHAPTER 11 “UTILITIES”, ARTICLE 11.02
“WATER AND SEWER SERVICE”, 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 AMENDING Article A8.000 “Utility Related Fees” Section A8.002 “Monthly water rates; sanitary sewer discharge charges; industrial waste charges; sewer tap charges” subsection (d) as set out below:

Section A8.002(d) shall read as follows:

“Sec. A8.002 Monthly water rates; sanitary sewer discharge charges; industrial waste charges; sewer tap charges

(d) Sewer tap connections.

(1) The public works director or his designated agent shall determine the appropriate size and location for all sewer tap connections. Failure to abide by such determination will result in disapproval of the tap connection and/or possible disconnection of service. Any person ordering a sewer tap connection at premises within the city shall be charged for such sewer tap connection in accordance with the following schedule:

4" stubbed out by developer - \$25.00

4" with trench repair - \$150.00 plus cost of trench repair.

6" stubbed out by developer - \$25.00

6" with manhole and trench repair - \$1,275 plus cost of trench repair

Lake lots - \$570.00 per service connection.

(2) Any person ordering a sewer tap connection at premises located outside the city limits shall be charged for such sewer tap connection one and one-half (1-1/2) times the above-stated schedule for each size tap.”

2) THAT, Appendix A “Fee Schedule” of the Code of Ordinances is hereby amended by AMENDING Article A8.000 “Utility Related Fees” Section A8.005 “Water tap connections” as set out below:

Section A8.005 shall read as follows:

“Sec. A8.005 Water tap connections

(a) Any person ordering a water tap connection at premises within the city shall be charged for such water tap connection in accordance with the following schedule:

<u>5/8"3/4"</u>	\$100.00 where stubbed out by developer
<u>5/8"3/4"</u>	\$150.00 plus cost of trench repair
1"	\$250.00 plus cost of trench repair
1-1/2"	\$450.00 plus cost of trench repair
2" turbine	\$575.00 plus cost of trench repair
2" compound	\$1,225.00 plus cost of trench repair
3" turbine	\$1,875.00 plus cost of trench repair
3" compound	\$2,625.00 plus cost of trench repair
4" turbine	\$2,350.00 plus cost of trench repair
4" compound	\$3,300.00 plus cost of trench repair
6" turbine	\$3,500.00 plus cost of trench repair
6" compound	\$5,500.00 plus cost of trench repair
1-1/2" lake meter	\$450.00
<u>1" Fire Service Tap</u>	<u>\$800</u>
<u>4" Fire Service Tap</u>	<u>\$1600</u>
<u>6" Fire Service Tap</u>	<u>\$2500</u>

(b) Any person ordering a water tap connection at premises located outside the city shall be charged for such water tap connection one and one-half (1-1/2) times the above-stated schedule for each size tap.

(c) Any person leasing a lake lot from the city shall not be required to pay the tap connection fee when requesting approval for capital improvements; provided, however, if such improvement is a lawn sprinkler system which uses raw water, payment of the fee will not be required at that time."

3) THAT, Appendix A “Fee Schedule” of the Code of Ordinances is hereby amended by DELETING Article A8.000 “Utility Related Fees” Section A8.006 “Water main extension fees” .

4) THAT, Appendix A “Fee Schedule” of the Code of Ordinances is hereby amended by AMENDING Article A8.000 “Utility Related Fees” Section A8.014 “Sewer line extension fees” as set out below:

Section A8.014 shall read as follows:

“Sec. A8.014 Sewer line extension fees

~~_(a) Private lots.~~

~~(1) Sewer service to property not previously served by the city, and not city-owned leased lots at Lake Nasworthy, may be obtained by paying the appropriate tap connection fees plus a front foot fee for the property to be served. The front foot fee for sewer line extensions shall be seven dollars (\$7.00) per front foot of the property to be served for a property with a front footage of at least 50 feet but less than 100 feet. For properties with a front footage of less than 50 feet, the fee shall be \$350.00, and for properties with a front footage of 100 feet or more the fee shall be \$700.00. Provided, however, the front foot fee shall not be assessed on sewer mains which have been in service twenty (20) years or more. Where a customer requires a larger line, the cost to the customer for said line shall be established by the city council.~~

~~(2) To qualify for a sewer extension at the established front foot charge, the location of the property to be served must be within three hundred feet (300') of an existing sewer line that is capable of serving the property. If the distance to the property to be served is in excess of three hundred feet (300'), the charge shall be seven dollars (\$7.00) per front foot of the property requesting service, subject to the minimum and maximum footages stated in the above paragraph, plus fourteen dollars (\$14.00) times the distance from the existing sewer line to the property to be served, less the three hundred foot (300') distance.~~

~~(b) Leased lots at Lake Nasworthy. As sewer service is extended to areas of Lake Nasworthy, each leaseholder shall be assessed a per-lot fee of five hundred eighty-three dollars (\$583.00), which shall be paid upon service availability.”~~

5) THAT, Chapter 11 “Utilities”, Article 11.02 “Water and Sewer Service” of the Code of Ordinances is hereby amended by AMENDING Section 11.02.035 “Main Extensions” as set out below:

Section 11.02.035 shall read as follows:

“ Sec. 11.02.035 Main extensions

~~_(a) Any person desiring water service to lots not previously served by the water utilities department of the city may obtain service from the city by paying the appropriate tap connection fee plus a front foot fee for the property to be served. The front foot fee is assessed to reimburse the city for the cost of an eight-inch (8") water main installation. Front foot charges for water main extensions shall be as provided for in the fee schedule found in appendix A of this code; provided,~~

~~however, that a front foot fee shall not be assessed on water mains which have been in service for twenty (20) years or more. Where a customer requires a larger line, the cost to the customer of said line shall be established by the city council.~~

~~(b) — To qualify for the water main extension at the established front foot charge, the location of the lots to be served must be within three hundred feet (300') of an existing water main. If the distance to the lots to be served is in excess of three hundred feet (300') of an existing water main, the charges shall be as provided for in the fee schedule found in appendix A of this code.~~

~~(c) — Areas where water mains are installed entirely with funds from sources other than the water department will be exempt from the front foot charge.~~

~~(a) All water mains installed become the property of the city and the city reserves the right to extend or enlarge any water mains, or connect other water mains to it.~~

6) THAT, Chapter 11 “Utilities”, Article 11.02 “Water and Sewer Service”, of the Code of Ordinances is hereby amended by AMENDING Section 11.02.063 “Sewer Line Extensions as set out below:

Section 11.02.063 shall read as follows:

“Sec. 11.02.063 Sewer line extension fees

~~(a) — Private lots. Sewer service to property not previously served by the city and not city-owned leased lots at Lake Nasworthy may be obtained by paying the appropriate tap connection fees plus a front foot fee for the property to be served. The front foot fee for sewer line extension shall be as provided for in the fee schedule found in appendix A of this code; provided, however, the front foot fee shall not be assessed on sewer mains which have been in service twenty (20) years or more. Where a customer requires a larger line, the cost to the customer for said line shall be established by the city council. To qualify for a sewer extension at the established front foot charge, the location of the property to be served must be within three hundred feet (300') of an existing sewer line that is capable of serving the property. If the distance to the property to be served is in excess of three hundred feet (300'), the charge shall be as provided for in the fee schedule found in appendix A of this code.~~

~~(a) Leased lots at Lake Nasworthy. As sewer service is extended to areas of Lake Nasworthy, each leaseholder shall be assessed a per-lot fee as provided for in the fee schedule found in appendix A of this code, which shall be paid upon service availability.~~

~~(c) — Exemptions. The front foot fee is assessed to reimburse the city for the cost of sewer line installation. Areas where sewer lines are installed entirely with funds from sources other than the water utilities department will be exempt from the front foot charge.~~

~~(b) Ownership of line. All sewer lines installed become the property of the city and the city reserves the right to extend or enlarge any sewer line, or connect other sewer lines to it.~~

~~(c) Tap fee required. Each property being served shall also pay an appropriate tap connection fee.”~~

~~(c) — Exemptions. The front foot fee is assessed to reimburse the city for the cost of sewer line installation. Areas where sewer lines are installed entirely with funds from sources other than the public works department will be exempt from the front foot charge.~~

~~(d) — Ownership of line. All sewer lines installed become the property of the city, and the city reserves the right to extend or enlarge any sewer line, or connect other sewer lines to it.~~

~~(e) — Tap fee required. Each property being served shall also pay an appropriate tap connection fee."~~

7) 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.

8) THAT, this Ordinance shall be effective on, from and after the 3rdth day of May 2016.

INTRODUCED with public hearing on the 19th day of April, 2016, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of May, 2016.

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

Meeting Date: May 3, 2016

Item type: Regular Item

Caption:

Consider adopting a resolution enacting standard water conservation level of the City's Water Conservation / Drought Contingency Plan (Presentation by Water Utilities Assistant Director Allison Strube)

Summary/History:

The Water Conservation/Drought Contingency Plan is designed to encourage water conservation at all times and to establish a procedure for identifying, classifying and handling a water supply shortage. Trigger Points are included in the plan for entering three different drought stages. With the recent precipitation the San Angelo area has received, the O.H. Ivie, O.C. Fisher, and Twin Buttes reservoirs have caught enough runoff to bring San Angelo's water supply to greater than 24 months.

Based on the water supply currently available to the City, the criteria for enacting the standard conservation is met.

The Water Conservation Plan contains the following water supply management levels:

1. Standard Conservation – City has greater than a 2 year water supply.
2. Drought Level I – City has less than a 2 year supply.
3. Drought Level II – City has less than an 18 month water supply.
4. Drought Level IV – City has less than a 1 year supply

Financial Impact:

Usage Fees will be assessed per City's Code of Ordinances

Other Information/Recommendation:

Enacting Drought Level I was discussed at the March 29, 2016 Water Advisory Board Meeting. By a unanimous vote, it was recommended the resolution for Drought Level I be taken to the following City Council meeting for adoption. City Council adopted the resolution at the April 5, 2016 meeting. In the weeks following the resolution adoption the area received enough precipitation to bring the water supply calculation above the 24 month threshold. The next Water Advisory Board meeting is scheduled for May 10, 2016.

Under Drought Level I, outside watering is limited to once every seven days during the April 1 to October 31 period and once every 14 days from November 1 through March 31.

Under Standard Conservation, outside watering is allowed at a frequency of twice every seven days during the period of April 1 through October 31 and once every seven days during the period of November 1 through March 31.

It is recommended the resolution enacting standard water conservation level of the City's Water Conservation / Drought Contingency Plan be adopted.

Attachments:

1. Resolution 16-xxx resolution implementing standard conservation.docx

Presentation:

Approvals/Reviews:

Allison Strube	Created/Initiated
Bill Riley	Approved
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS
IMPLEMENTING STANDARD CONSERVATION LEVEL OF THE CITY'S WATER
CONSERVATION AND DROUGHT CONTINGENCY PLAN**

WHEREAS, the City Council of the City of San Angelo, Texas has passed an ordinance entitled "Water Conservation and Drought Contingency Plan"; and

WHEREAS, said ordinance defines drought stages and water management measures that will be followed for each stage; and

WHEREAS, on May 3, 2016, the water supply available to the City of San Angelo was more than needed to meet the City demands for the next twenty four months; and

WHEREAS, the criteria for Standard Conservation Level is that the total amount of water available to the City from its developed water sources is more than a 24-month supply;

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

- 1) That the amount of water available to the City from its developed water sources being more than a 24-month supply, the criteria for entering "Standard Conservation Level" stage is met and the City Council hereby declares that the City is in such Standard Conservation Level stage.
- 2) All water conservation measures as detailed under the City's Water Conservation and Drought Contingency Plan shall be applicable and enforced effective May 9, 2016.
- 3) All water rate adjustments in Section 11.202 "Water Conservation Measures" shall become effective with the beginning of the regular water billing cycle in May, 2016.

PASSED, APPROVED, and ADOPTED on this 3rd day of May, 2016.

CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney