



**City Council Agenda
Regular Meeting via Audio/Video Broadcast
04/21/2020**

Notice is hereby given in accordance with an order of the Office of the Governor issued March 16, 2020, of a Regular Meeting of the City Council of the City of San Angelo scheduled for April 21, 2020 at 8:30 a.m. The McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas will not be open to the public. Council members and staff will attend virtually in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). There will be no public access to the regular meeting location. A public, free-of-charge audio/video broadcast of the meeting will be available on the City’s YouTube channel at [youtube.com/CityofSanAngelo](https://www.youtube.com/CityofSanAngelo).

The Meeting Agenda and the Agenda Packet are posted online at <https://www.cosatx.us/government/city-council/agenda-minutes-and-agenda-packets>.

Members of the public who wish to submit **Public Comment** on agenda items must send their written comments via email to Julia.Antilley@cosatx.us by noon April 20, 2020.

The subject must be in the following format: “Public Comment, [item number] - April 21, 2020.”

All emails must include your name and addresses or SMD.

Please note all Public Comment emails relevant to posted agenda items received by the deadline will be published as part of the agenda packet prior to the meeting and are therefore public record. Call 325-657-4405 for staff assistance.

Anyone who wishes to speak remotely during **statutorily mandated Public Hearings for items 6d, 6e, 6f, and 6g** must send their request to Julia.Antilley@cosatx.us by noon April 20, 2020 to register as a speaker and obtain information regarding how to make public comment during the meeting.

A recording of the meeting will be available to the public in accordance with the Open Meetings Act upon written request.

1. Call to Order/Roll Call to Establish Quorum

2. Chaplain Prayer

3. Special Instructions

All members of the public, council, and staff should begin speaking by stating their full name and SMD/address, their SMD position, or role within the City.

4. Public Comment

At this time, Council Members may ask staff members questions regarding Public Comments submitted via email.

5. Consent Agenda

- a. Consider approving the City Council April 1, 2020 emergency meeting and April 7, 2020 regular

meeting minutes (Julia Antilley)

- b. Consider approving Concho Valley Council of Governments to take over the current lease through February 28, 2021 from West Texas Rehabilitation Center for the area occupied in Station 618 Senior Center for the continued use of the Retired Senior Volunteer Program (Brent Casey)
- c. Consider awarding RFB AP-01-20 to American Road Maintenance in the amount of \$647,693 for the rehabilitation of Runway 18-36 at the San Angelo Regional Airport (FAA AIP: 3-48-0191-039-2019) and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
- d. Consider approving Sourcewell Contract #110719-JDC for the purchase of a tractor and a shredder from Deere & Company (San Angelo, TX), in the amount of \$96,892.95, budgeted in fiscal year 2020 (Ryan Kramer)
- e. Consider approving Task Order 4 of the professional services agreement with Killis Almond Architects, PC to continue waterproofing and reinstalling the original limestone facade of City Hall in the following amounts:
 - 1. Ratification of \$90,779.99
 - 2. Approval of \$25,000 (Ron Lewis)
- f. Consider a resolution authorizing the submission of the Department of Justice Assistance Grant application to the Office of the Governor requesting a vehicle for the Gang Suppression Unit (Frank Carter)
- g. Consider a resolution finding that AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the city should be denied (Theresa James)
- h. Second reading of an ordinance approving the abandonment and vacation of a portion of the Ben Ficklin Rd. right-of-way, being approximately 139-ft by 15-ft, for a total of 2,085-sq ft; generally located southwest of the Ben Ficklin Rd. and W. Ave. Y intersection along the east property line of Lot 28, Block 3 Monterrey Addition (Jon James)

6. Regular Agenda

- a. Presentation on San Angelo's local small business recovery plan (Presentation made by ASU's Director of Small Business Development Center David Erickson)
- b. Consider terminating the month-to-month lease with Eggemeyer, Inc. for 15,002-sq ft of land out of Bart DeWitt Park (Presentation made by Parks & Recreation Director Carl White)
- c. Consider approving a Change Order to the contract with Reece Albert, Inc. under RFB ES-02-18 in the amount of \$123,164.85 for additional pavement repair on the Bell St. project and authorizing the City Manager to execute all related documents (Presentation made by City Engineer Lance Overstreet)
- d. First reading and public hearing of an ordinance approving an amendment to the Master Thoroughfare Plan to remove or relocate a future minor arterial street being the westward extension of Lake View Heroes Dr. between N. Chadbourne St. and Grape Creek Rd. (Presentation made by Planning & Development Services Director Jon James)
- e. First reading and public hearing of an ordinance approving a rezoning from the Single Family

Residential zoning district to Two Family Residential zoning district at 1718 Live Oak St.
(Presentation made by Planning & Development Services Director Jon James)

- f. Second reading and public hearing of an ordinance approving a request for approval of a rezoning from the Single-Family Residential and Ranch and Estate zoning districts to the General Commercial and Single-Family Residential zoning districts, being 14.880 acres located on W. Loop 306, 0.4 miles east of N. Bentwood Dr. and 0.3 miles west of Foster Rd. (Presentation made by Planning & Development Services Director Jon James)
- g. First public hearing and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020, for grants, capital items, and projects (Presentation made by Finance Director Tina Dierschke)
- h. Discussion regarding the issuance of \$17.5 million combination tax and revenue certificates of obligation to provide funds for street improvement projects (Presentation made by Finance Director Tina Dierschke)

7. Follow Up and Administrative Issues

- a. Consider approving various Board nominations
Public Art Commission: Ryan Dalgliesh (SMD2) to a second term and Suzanna Aguirre (SMD3) to a second term, both ending April 2022
Water Advisory Board: Kendall Hirschfeld (Former Government Official), Jonathon Jennings (Meteorologist), Ben Wiese (Rural Water), and Steve Floyd (TGC Representative) to a third term; Casey Barrett (Banker) and Todd Kolls (COSADC Representative) to a second term; and Scott McWilliams (UCRA Representative) to a first term, all ending April 2022
- b. Announcements and consideration of Future Agenda Items

8. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was published on the City of San Angelo's website on the 17th day of April 2020, at 12:49 p.m.



Julia Antilley, City Clerk

All agenda items are subject to action. 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.

Citizen requests to display materials on the city's monitors must submit the request 96 hours prior to the meeting by email to Julia.Antilley@cosatx.us. Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

City Council regular meetings are broadcast on SATV Channel 17-Government Access at 10:30 a.m. and 7:00 p.m. every day, beginning the evening of the meeting until the evening of the next meeting.

City of San Angelo, Texas
Emergency City Council Meeting via Audio/Video Broadcast
Wednesday, April 1, 2020

Present:

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

1. Call to Order/Roll Call to Establish Quorum

With a quorum of the City Council Members present, Mayor Gunter called the emergency session of the San Angelo City Council to order at 2:01 p.m. on Wednesday, April 1, 2020, via Zoom livestreamed to the City's YouTube channel at <https://www.youtube.com/user/CityofSanAngeloTx>.

2. Special Instructions

Mayor Gunter read special instructions for the virtual meeting.

3. Public Comment

Mayor Gunter spoke regarding the sacrifices required by our community to stop the spread of Covid-19 and clarified the meaning of a "stay in place order." She further explained the City of San Angelo is issuing an extension to the declaration of local disaster, not issuing a "stay in place order."

4. Emergency Agenda

- a. Approval of declaring an extension to the declaration of a local disaster with amendments (Presentation made by City Attorney Theresa James)

[Dr. James Vretis of Shannon Medical Center and Sandra Villarreal the City's Health Services Director responded to questions.]

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

5. Adjournment

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

There being no further business, the meeting adjourned at 3:07 p.m.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

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

DRAFT

City of San Angelo, Texas
Regular City Council Meeting via Audio/Video Broadcast
Tuesday, April 7, 2020

Present:

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

1. Call to Order/Roll Call to Establish Quorum

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, April 7, 2020, via Zoom livestreamed to the City's YouTube channel at [youtube.com/CityofSanAngelo](https://www.youtube.com/CityofSanAngelo).

2. Chaplain Prayer and Pledges

San Angelo Police Department Chaplain Marcella Jenkins provided an invocation.

3. Special Instructions

Mayor Gunter read special instructions for the virtual meeting.

4. Public Comment

Mayor Gunter read a message from Dr. Vretis recommending everyone wear cloth facemasks in public places where social distancing measures are difficult to maintain. Mayor Gunter then acknowledged Ener-Tel and Principal LED for purchasing 100,000 facemasks for distribution to the public.

Mayor Gunter read a summary of the Public Comment submitted via email:

- Citizen Glenda Bailey requests the Council mandates facemasks be worn by anyone in public – see above regarding Dr. Vretis' community recommendation
- Citizen Erika Gonzales submitted a question regarding whether a child should be sent to daycare to avoid losing their spot – each parent needs to make a decision for their own children
- Citizen Linda Hill requests there be no increases to property taxes due to lack of work – this citizen was directed to Tom Green County Appraisal District
- Citizen Sierra Rivera submitted a question regarding whether 'tile guys' are essential – this citizen was directed to the city's COVID-19 FAQ page

5. Consent Agenda

- a. Approval of the City Council March 17, 2020 regular meeting and March 19, 2020 emergency meeting minutes (Julia Antilley)
- b. Adoption of a three year Airport Disadvantaged Business Enterprise Plan and goal with an overall three year average goal of 6.26% and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
- c. Approval of a Task Order with Freese & Nichols, Inc. under RFQ ES-06-19, for professional services in the amount of \$163,673 for the design of work at Lake Nasworthy including a new fishing pier, boat ramp improvements and island stabilization and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

- d. Approval of a Task Order with 3D's Plumbing in the amount of \$67,500 budgeted in fiscal year 2020 under CFM-02-19 for cast iron removal and restroom remodel at the City Hall Annex and authorizing the City Manager to negotiate and execute all related documents (Andy Vecellio)
- e. Approval of an agreement with Concho Rural Water Supply Corporation for the purposes of installing a fire hydrant and authorizing the City Manager to negotiate and execute all related documents (Allison Strube)
- f. Adoption of a resolution authorizing the adoption of the 2020-2025 Capital Improvement Plan for the City of San Angelo (Kimberly Holle) (Pg. 256, 2020-039)
- g. Adoption of a resolution delaying the effective date of the proposed Atmos Energy rate increase filed on or about February 28, 2020 with a proposed effective date of April 28, 2020 (Theresa James) (Pg. 257, 2020-040)

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve the Consent Agenda, with the exception of item 5c. The motion carried unanimously (7) ayes to (0) nays.

[Mayor Gunter read the item 5c Public Comment submitted via email by Katherine Osborne (SMD 2 & SMD 5) regarding Lake Nasworthy improvements.]

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to approve item 5c, as presented by Operations Director Shane Kelton. The motion carried unanimously (7) ayes to (0) nays.

6. Regular Agenda

- a. Public hearing and second reading adopting an ordinance amending Chapter 10 "Traffic Control", Article 10.03 "Operation of Street Motor Vehicles", Division 4 "Specific Street Regulations", Section 10.03.095 "Oversize Loads" (Presentation made by Operations Assistant Director Patrick Frerich) (Pg. 259, 2020-041)

[No registered speakers for this Public Hearing.]

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

- b. First reading and public hearing of an ordinance approving a request for approval of a rezoning from the Single-Family Residential and Ranch and Estate zoning districts to the General Commercial and Single-Family Residential zoning districts, being 14.880 acres located on W. Loop 306, 0.4 miles east of N. Bentwood Dr. and 0.3 miles west of Foster Rd. (Presentation made by Planning & Development Services Director Jon James)

[No registered speakers for this Public Hearing.]

[Council Member Hiebert requested the minutes reflect homeowners will be financially responsible for tying into the city's sewer line at a later date.]

[Planning & Development Services Director clarified the City Ordinance states if you are within 200-feet of a city sewer line anywhere in the city you must connect to the sewer rather than obtain a septic system permit.]

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

- c. First reading and public hearing of an ordinance approving the abandonment and vacation of a portion of the Ben Ficklin Rd. right-of-way, being approximately 139-ft by 15-ft, for a total of 2,085-sq ft; generally located southwest of the Ben Ficklin Rd. and W. Ave. Y intersection along

the east property line of Lot 28, Block 3 Monterrey Addition (Presentation made by Planning & Development Services Director Jon James)

[No registered speakers for this Public Hearing.]

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

7. Follow Up and Administrative Issues

a. Announcements and consideration of Future Agenda Items

Mayor Gunter announced she would like the City Council to revisit the Itinerant Merchants Ordinance to possibly shorten the evening hours authorized for house to house sales.

Council Member Thomas requested clarification on how the City Council will conduct Executive Sessions using an online platform.

Mayor Gunter re-read the message from Dr. Vretis recommending everyone wear cloth facemasks in public places where social distancing measures are difficult to maintain.

City Attorney Theresa James stated the CDC has published recommendations regarding wearing masks and cited social media video tutorials to create cloth facemasks using materials found in the home.

8. Adjournment

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

There being no further business, the meeting adjourned at 9:03 a.m.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Brent Casey, Recreation Manager, Recreation, 325-657-4450

Meeting Date: April 21, 2020

Item type: Consent Item

Caption:

Consider approving Concho Valley Council of Governments to take over the current lease through February 28, 2021 from West Texas Rehabilitation Center for the area occupied in Station 618 Senior Center for the continued use of the Retired Senior Volunteer Program (Brent Casey)

Summary/History:

Currently West Texas Rehabilitation Center has a lease for offices and storage space at Station 618 Senior Center on South Chadbourne St. We are requesting the lease be allowed to be taken over by Concho Valley Council of Governments in order to continue conducting the same services for Retired Senior Volunteer Program.

Financial Impact:

Concho Valley Council Of Governments has agreed to pay the same amount of rent if the lease takeover is granted, current rate of rent as of March 1, 2020 is \$410 per month.

Other Information/Recommendation:

Attachments:

1. RSVP Final with Station 618 2021 (003) RSVP Final with Station 618 2021 (003).pdf

Presentation:

Approvals/Reviews:

Brent Casey	Created/Initiated
Carl White	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

**FIRST AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN EL
THE CITY OF SAN ANGELO, TEXAS AND WEST TEXAS REHABILITATION CENTER,**

This First Amendment to Lease Agreement by and between, the CITY OF SAN ANGELO, (hereinafter “CITY” or “Lessor”) and WEST TEXAS REHABILITATION CENTER, dba WEST TEXAS RSVP, (hereinafter “WTRC” or “Lessee”), is effective as of March 1, 2018 (“Effective Date”), and amends that certain lease agreement entitled LEASE AGREEMENT, by and between CITY and WTRC (collectively the “Parties”), effective from March 1, 2015 (hereinafter the “Lease”), a copy of which is attached hereto as **Attachment 1**, pertaining to that certain lot and building located at 618 S. Chadbourne Street, San Angelo, Tom Green County, Texas, as more particularly described in **Exhibit “A”** to said Lease (the “Leased Premises”).

WHEREAS, the Lease has a three year term expiring February 28, 2018; and,

WHEREAS, the Parties desire to extend the Lease for an additional three years, commencing March 1, 2018 and expiring on February 28, 2021, and to provide for adjusted rent for the extended term;

NOW THEREFORE CITY, Lessor, and WTRC, Lessee, in consideration of the mutual promises between them and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

1. The foregoing recitals are acknowledged by the parties to this First Amendment to Lease to be true and correct, and are adopted as a part of this First Amendment. A copy of said Lease is attached hereto as **Attachment 1**.
2. Section 2 “TERM” of the Lease is amended to provide that the Lease Term is extended from March 1, 2018, through February 28, 2021.
3. Section 3 “RENT” of the Lease is amended to add provision for rent payable for the extended term to be as follows:
 - 3.1 Monthly rent shall be payable in advance on or before the 15th day of each month during the term of this Lease as extended, commencing March, 2018.
 - 3.2 Monthly rent commencing March 1, 2018 shall be \$360.
 - 3.3 Monthly rent shall be adjusted annually on the first day of March of each year of the extended term as follows: March 1, 2019, \$390; and March 1, 2020, \$410.
4. On or before the Effective Date of this First Amendment to Lease, WTRC shall provide the City’s Risk Manager, 72 W. College Ave., San Angelo, Texas 76903, with current Certificates of Insurance as required under Section 8 “COVERAGES” and **EXHIBIT “B”** to the Lease.

5. The provisions of this First Amendment to Lease shall prevail over any conflicting provisions in the Lease. All provisions of the Lease Agreement not amended or restated by this Third Amendment shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, on the dates indicated below.

LESSOR:

CITY OF SAN ANGELO

DocuSigned by:
BY: Daniel Valenzuela
Daniel Valenzuela, City Manager

LESSEE:

WEST TEXAS REHABILITATION CENTER
d/b/a RSVP:

DocuSigned by:
BY: Scott Jameson
Scott Jameson, Chief Operating Officer

EMAIL: sjameson@wtrec.com

ATTEST:

DocuSigned by:
Bryan Kendrick
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

DocuSigned by:
Carl White
Carl White, Director of Parks and Recreation

APPROVED AS TO FORM

DocuSigned by:
Dan Saluri
Dan Saluri, Deputy City Attorney

APPROVED FOR RISK

DocuSigned by:
Charles Hagen
Charles Hagen, Risk Manager

ATTACHMENT 1

LEASE AGREEMENT

THE CITY OF SAN ANGELO, a Texas home rule municipal corporation, hereinafter known as "Lessor", hereby leases, under the following terms and conditions as hereinafter set out, unto WEST TEXAS REHABILITATION CENTER, WEST TEXAS RSVP, a Texas not for profit corporation, hereinafter known as "Lessee", property described at paragraph number 1. "PREMISES" below.

1. PREMISES.

- 1.1 The leased premises include the property described in **Exhibit A** attached and made a part of this Lease Agreement for all purposes (hereinafter referred to as "Premises" or "Leased Premises").

2. TERM.

- 2.1 The term of this Lease shall be for three (3) years, beginning March 1, 2015, and ending on February 28, 2018.

3. RENT.

- 3.1 Amount. Lessee shall pay City as rent for Leased Premises, a sum of Two Hundred Seventy Dollars (\$270.00) per month until December 2015. On January 1, 2016 the rent shall increase to Three Hundred Dollars (\$300.00) per month. On January 1, 2017 the rent shall increase to Three Hundred Thirty Dollars (\$330.00) per month. On January 1, 2018 the rent shall increase to Three Hundred Sixty Dollars (\$360.00) per month and shall remain at that amount until the termination of this Lease Agreement on February 28, 2018.

4. USE OF LEASED PREMISES.

- 4.1 Use. The primary intended use of the Leased Premises by Lessee shall be only for activities associated with the senior volunteer service agency program and volunteer services offices and for uses normally incident thereto and for no other purpose. Such use includes access to the public restrooms and use of a small portion of the basement for storage. Lessee shall also be permitted to use the kitchen and large activity area so long as such use is coordinated with Lessor.

4.2 Termination.

- 4.2.1 If at any time the Leased Premises and any improvements thereon shall cease to be used for the purpose specified in Section 4.1, or if the Leased Premises shall be deserted or vacated, or if Lessee defaults in performance of any other term or condition of this Lease Agreement, Lessor shall have the right to terminate this Lease Agreement by giving fifteen (15) days written notice to Lessee during which time Lessee may cure the breach of the Lease Agreement and thereby avoid termination.

4.2.2 At any time after expiration of the first three year term of this Lease Agreement, Lessor shall also have the right to terminate this Lease Agreement for any use deemed more appropriate by the City Council after written notice is given to Lessee and the elapse of ninety (90) days. If termination occurs under this provision, Lessee shall have the right to remove only those improvements placed by Lessee during the current term of this Lease Agreement, provided such improvements can be removed without damage to Lessor's property, but in no event shall Lessor be required to reimburse Lessee for improvements which remain on the Premises or expenses incurred by Lessee in connection with removal of the improvements.

5. CONDITION OF LEASED PREMISES.

- 5.1 Disclaimer of Warranties. ALL WARRANTIES OF LESSOR THAT MAY ARISE IN COMMON LAW ARE EXCLUDED. LESSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND PROGRAM AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
- 5.2 Improvements. It is agreed by the parties that Lessee, subject to the prior approval of the City Council of the City of San Angelo, shall have the right from time to time at its sole cost and expense, to construct on the Leased Premises such buildings or structural improvements, and such structural alterations, additions, and changes therein as Lessee may deemed necessary or convenient for the purpose of conducting activities relating to the uses described herein.
- 5.3 Permits. If Lessee constructs any building or improvement on the leased property, Lessee shall comply with the terms of this Lease Agreement, with the Building, Electrical, Mechanical, and Plumbing Codes of the City of San Angelo as adopted and amended by ordinance, with ordinances of the City of San Angelo, and with the laws of the State of Texas, so far as one or more of them may be applicable.
- 5.4 Maintenance. Lessee agrees, at Lessee's expense, to keep and maintain any and all structures in place, erected, or caused to be erected or placed on the Leased Premises in good and tenable condition and appearance, and further agrees to keep said 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.
- 5.5 Failure to Maintain. In the event Lessee shall fail to keep said Leased Premises maintained as herein required, as determined in the sole discretion of Lessor, then the Lessor, after notice to Lessee of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the Premises to be cleaned, cleared, mowed, or repaired, and Lessee expressly agrees that the cost of any such cleaning, clearing, mowing, or repairing shall be deemed additional rent, becoming

past due thirty (30) days from the date on which any such work or repair is completed and notice of the amount due is given to Lessee, past due amounts to accrue interest at the rate of six (6) percent per annum until paid in full.

6. RESERVATIONS, LIMITATIONS AND CONDITIONS.

- 6.1 Reservations. Lessor, its agents or assigns, reserves the privilege and right at any time to execute and deliver valid oil, gas, and other mineral leases upon the Premises, valid right-of-way easements for gas, oil, or water pipelines, telephone, cable, electric pole transmission lines, or other utility lines on said Premises, or any part thereof, and in such event this Lease Agreement shall be subject and subordinate to the rights, terms and privileges of any such oil, gas, and other mineral lease or such easements as may have been executed heretofore or hereafter by Lessor, its agents or assigns.
- 6.2 Easements. An easement across the Premises is hereby reserved and retained by Lessor for the purpose of laying sewer and water lines and/or for necessary rights-of-way for roads, alleys, or other thoroughways.
- 6.3 No Assignment or Subletting. Lessee may not transfer, assign or sublet this Lease Agreement, in whole or in part, without the prior written consent of Lessor, which consent may be withheld in the sole discretion of Lessor.
- 6.4 No Encumbrances. Lessee shall not have the right to encumber the Leased Premises without first securing written consent from Lessor given by authority of the City Council of the City of San Angelo; provided however, this provision shall not prohibit Lessee from encumbering its personal property which may be removed from the realty without injury to the realty.
- 6.5 Lessor's Right to Enter. At all times during the term of the Lease Agreement, Lessor or its agents shall have the right to enter said Premises during reasonable hours for the purpose of examining and inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease Agreement.

7. DEBTS RELATED TO LEASED PREMISES.

- 7.1 Taxes. Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease Agreement may be levied on or assessed against the Leased Premises and all interest therein and all improvements and other property thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable. Lessee shall pay all such taxes, charges, and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and LESSEE AGREES TO INDEMNIFY AND SAVE HARMLESS LESSOR FROM ALL SUCH TAXES, CHARGES AND ASSESSMENTS. The provisions of this paragraph shall survive the expiration or termination of this agreement. Failure to pay such taxes and special assessments as provided herein shall, at the option of Lessor, result in termination of this Lease Agreement.

- 7.2 Incidental Charges. Lessee shall pay or cause to be paid all incidental charges, including, but not limited to, permit fees incurred in connection with its operations and use of the Leased Premises.

8. COVERAGES.

8.1 INDEMNIFICATION AND INSURANCE.

See Exhibit "B" attached hereto and incorporated herein for all purposes.

9. SURRENDER OF PREMISES.

- 9.1 Restoration. Unless this Lease Agreement is terminated under Section 4.2, in which case the provisions of 4.2 apply, the Premises and any improvements and fixtures shall remain the property of Lessor. All improvements and fixtures restored to possession of Lessor, regardless of how this Lease Agreement is terminated, shall be in good condition (reasonable wear and tear, acts of nature, or casualties associated with civil disorders or military activities excepted).
- 9.2 Delivery. Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to Lessor upon termination of this Lease Agreement.
- 9.3 Abandoned Property. All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease Agreement shall be deemed abandoned by Lessee and shall become the property of Lessor.

10. MISCELLANEOUS.

- 10.1 Invalid or Illegal Provisions. If any clause or provision of this Lease Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease Agreement, then and in that event, it is the intent of the parties that the remainder of this Lease Agreement shall not be affected. It is also the intent of the parties to this Lease Agreement that in lieu of each clause or provision of this Lease Agreement that is illegal, invalid, or unenforceable, there are added as a part of this Lease Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.
- 10.2 Terms of the Essence. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AND PROGRAM AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE LESSOR, AT ITS OPTION, TO TERMINATE THIS LEASE AND PROGRAM AGREEMENT. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NOT BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE AND PROGRAM AGREEMENT.

10.3 Remedies.

10.3.1 Upon Termination. Any termination of this Lease Agreement shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable to Lessor hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Lessee for any default thereunder. The provisions of this paragraph shall survive the expiration or termination of this agreement.

10.3.2 Cumulative Remedies. All rights, options, and remedies of the parties contained in this Lease Agreement 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 such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease Agreement. No waiver by Lessor of a breach of any of the covenants, conditions, agreements, or restrictions of this Lease Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

10.3.3 Right of Prevailing Party. If any legal action is brought by either of the parties hereto, it is expressly agreed that the prevailing party in such legal action shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded. For the purposes of this clause, the prevailing party is the party in whose favor final judgment is entered. In the event that declaratory or injunctive relief alone is granted, the court may determine which, if either, of the parties shall be considered to be the prevailing party. The amount of reasonable attorney's fees shall be determined by the court, in the trial of such action or in a separate action brought for that purpose. Attorney's fees awarded under the provisions of this paragraph shall be in addition to any other relief that may be awarded.

10.4 Notices. Any notice required or permitted to be given to a party under this Lease Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next-day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lessor: City of San Angelo
Attn: Carl White
72 W College Ave.
San Angelo, Texas 76903

If to Lessee: West Texas Rehabilitation Center
Attn: Executive Director
West Texas RSVP
3001 South Jackson
San Angelo, Texas 76904

10.5 Amendments. No modification of this Lease Agreement shall be binding unless it be in writing and executed in due form by Lessor and Lessee.

10.6 Easements and Restrictions. Lessee takes this Lease Agreement and the Leased Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances, and regulations of competent governmental authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.

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

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

10.9 Interpretation: Venue. This Lease Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

10.10 Anti-Discrimination. Lessee agrees that it will not violate any federal, state, civil rights, or discrimination laws. A finding of violation of any such laws by a trial court or appropriate state or federal agency is a material breach of this Lease Agreement which may result in the termination of this Lease Agreement or such other remedy as Lessor may deem appropriate.

10.11 Compliance with ADA. Lessee agrees to make any and all displays, events, or activities on Leased Premises accessible to individuals with disabilities in compliance with the Americans with Disabilities Act. Lessee further agrees to provide participants with necessary impairment aids.

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

10.13 Entire Agreement. The Lease Agreement constitutes the entire agreement between the parties hereto, and Lessor is not bound by any agreement, stipulation, or representation made by any agent, employee, or official of Lessor.

[Signature page to follow]

EXECUTED in duplicate originals on this the 3rd day of MARCH, 2015.

LESSOR
CITY OF SAN ANGELO, Texas

By: [Signature]
Daniel Valenzuela, City Manager

ATTEST

[Signature]
Bryan Kendrick, City Clerk

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 3rd day of March, 2015, by Daniel Valenzuela, City Manager of the CITY OF SAN ANGELO, a Texas home rule municipal corporation on behalf of said corporation.

[Signature]
Notary Public, State of Texas

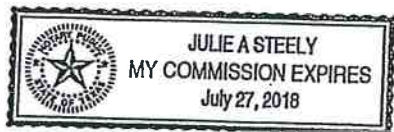


LESSEE
WEST TEXAS REHABILITATION CENTER
WEST TEXAS RSVP

By: [Signature]
STEVE MARTIN, DTR, MBA
ITS: CHIEF OPERATING OFFICER

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 6 day of February, 2014, by Steve Martin, its Chief operating officer of WEST TEXAS REHABILITATION CENTER, WEST TEXAS RSVP, a Texas not for profit corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

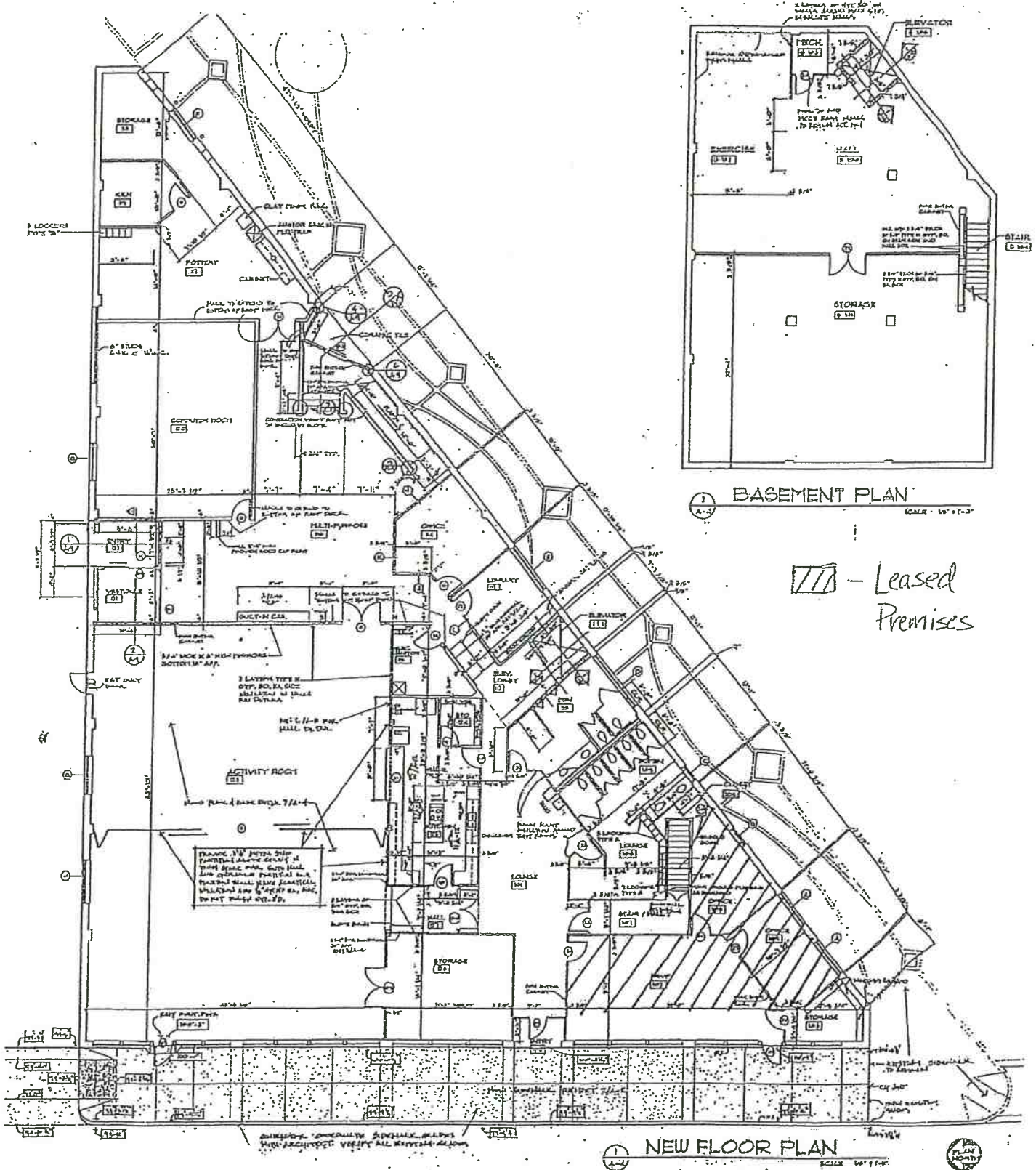
APPROVED AS TO CONTENT

[Signature]
Carl White, Director of Parks & Rec.

APPROVED AS TO FORM

[Signature]
Lysia H. Bowling, City Attorney.

EXHIBIT A LEASE AGREEMENT DESCRIPTION OF LEASED PREMISES



**EXHIBIT B
LEASE AND PROGRAM AGREEMENT**

INSURANCE REQUIREMENTS

1 INDEMNIFICATION.

- 1.1 GENERAL INDEMNIFICATION. LESSEE 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 LESSEE 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 LESSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LESSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE AND PROGRAM AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LESSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AND PROGRAM AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LESSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 1.2 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS LEASE AND PROGRAM AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS LEASE AND PROGRAM 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 LEASE AND PROGRAM AGREEMENT 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 LESSEE IN PERFORMING UNDER THIS LEASE AND PROGRAM AGREEMENT.

2 Insurance.

- 2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Lessee for the purpose of complying with this Lease Agreement.

- 2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to Lessor and with insurers licensed to do business in Texas.
- 2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Lessee, with Lessor, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 2.1.3 Waiver of Subrogation. Lessee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against Lessor, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 2.1.4 Certificates of Insurance. At or before the time of execution of this Lease Agreement, Lessee shall furnish Lessor's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to Lessor not less than TEN (10) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee and insurance company shall immediately provide written notice to Lessor'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 Lessor's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.
- 2.1.5 Lessee's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease Agreement. Lessee's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Lessee to maintain adequate coverage shall not relieve Lessee of any contractual responsibility or obligation.
- 2.1.6 Contractors' Insurance. Lessee shall cause each Contractor and Sub-Contractor of Lessee to purchase and maintain insurance of the types and in the amounts specified below. Lessee shall require Contractors and Sub-contractors to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each Contractor and Sub-Contractor.
- 2.2 Types and Amounts of Insurance Required. Lessee shall obtain and continuously maintain in effect at all times during the term hereof, at Lessee's sole expense, insurance

coverages as follows with limits not less than those set forth below:

..TYPES OF COVERAGES

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

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

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

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

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

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport, 325-659-6409

Meeting Date: April 21, 2020

Item type: Consent Item

Caption:

Consider awarding RFB AP-01-20 to American Road Maintenance in the amount of \$647,693 for the rehabilitation of Runway 18-36 at the San Angelo Regional Airport (FAA AIP: 3-48-0191-039-2019) and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Summary/History:

This is our yearly FAA entitlement project (Grant 39). This is a 2019 grant that was awarded by the FAA in October 2019. The project was presented and approved by City Council in October 2019 and we had to disqualify the bidder because they did not meet the required Disadvantaged Business Enterprise goal. It was rebid and two contractors bid on the project; American Road Maintenance, and Maxwell Inc. American Road Maintenance was the low bidder. They have demonstrated through their bid submittal that they have met the required DBE goal and are competent in meeting the project specs.

KSA has reviewed their submittals and recommends we award American Road Maintenance the full project.

Financial Impact:

The FAA entitlement grant plus our match was issued for \$1,222,888.00

The construction contract will be: \$647,693.00

Engineering and const. management: \$85,919.00 (previously approved)

TOTAL: \$733,612

Thus leaving us \$489,276 under budget.

These funds have been approved and budgeted for this project.

This will be a 90/10 split:

FAA Share: \$582,923.70

PFC: \$64,769.30

Other Information/Recommendation:

Attachments:

1. SAN.075A Recommendation Award Letter_200331 SAN.075A Recommendation Award Letter_200331.pdf

Presentation:

Jeremy Valgardson

Approvals/Reviews:

Jeremy Valgardson

Jeremy Valgardson

Theresa James

Nolan Sosa

Tina Dierschke

Theresa James

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval



March 31, 2020

Mr. Jeremy Valgardson, C.M.

Airport Director

San Angelo Regional Airport

8618 Terminal Circle, Suite 101

San Angelo, Texas 76904

via e-mail

RE: San Angelo Regional Airport – Runway 18-36 Rehabilitation
FAA AIP No: 3-48-0191-039-2019/RFB No: AP-01-20
Bid Recommendation

Dear Mr. Valgardson:

Sealed bid proposals for the above referenced project were received, publicly opened, and read aloud on Friday, March 27, 2020 at 2:00 PM at the City of San Angelo Purchasing Department, San Angelo, Texas, as duly advertised. A total of two (2) bids were received for this project. A bid tabulation has been prepared and is attached.

The bid proposal for the Runway 18-36 Rehabilitation Project included Bid Item 1: Mobilization, Temporary Access and Bid Item 2: Runway 18-36 Rehabilitation Base Bid, both part of the base bid. The low bid for the project was submitted by American Road Maintenance, 4554 E Eco Industrial Pl., Tuscan, Arizona 85756. The results of American Road Maintenance's bid is as follows:

Bid Item 1: Mobilization, Temporary Access	\$50,000.00
Bid Item 2: Runway 18-36 Rehabilitation Base Bid	\$597,693.00
Total Bid:	\$647,693.00

Maxwell Asphalt, Inc. submitted the second lowest total bid in the amount of \$996,145.00.

Based upon their references and past work on projects with a similar scope, American Road Maintenance, Inc. appears qualified to perform the work associated with this project. They provided a complete bid package including documentation regarding DBE requirements. They propose to use Straight Line Sawing and Sealing to perform crack sealing operations. Straight Line Sawing and Sealing is DBE certified through the Texas Unified Certification Program. The City of Austin is the certifying agency. The total value of work identified to be performed by the DBE is \$66,185. This is 10.2% of the total bid amount, which exceeds the DBE goal of 6.64%. This dollar amount also appears to correspond closely to the value of the crack cleaning and sealing work in the bid.

Based upon the above information, we believe that American Road Maintenance is the lowest responsive and responsible bidder. KSA recommends that the project be awarded to American Road Maintenance in the amount of \$647,693.00.

If you have any questions, please do not hesitate to call.

Sincerely,

KSA

Chad Pennel, P.E.

Senior Project Manager

BID TABULATION
SAN ANGELO REGIONAL AIRPORT/MATHIS FIELD
Runway 18-36 Rehabilitation



FAA AIP NO: 3-48-0191-039-2019

Bid Date: Friday, March 27, 2020 @ 2:00 p.m.

KSA Project No. SAN.075A

MAXWELL ASPHALT, INC.
650 SOUTH DELONG STREET
SALT LAKE CITY, UTAH 84104
801-972-2097

AMERICAN ROAD MAINTENANCE
4554 E ECO INDUSTRIAL PL
TUSCON, ARIZONA 85756
PHONE: 630.417.0227
FAX: 815.301.3072

ENGINEER'S ESTIMATE
KSA ENGINEER'S INC.
8866 SYNERGY DR.
McKINNEY, TEXAS 75070
PHONE: 972-542-2995

BID NO.	DESCRIPTION (with unit price in words)	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	<u>BID ITEM 1: MOBILIZATION, TEMPORARY ACCESS</u>								
1.01	Mobilization	LS	1	\$60,000.00	\$60,000.00	\$35,000.00	\$35,000.00	\$86,250.00	\$86,250.00
1.02	Barricades and Markings for Pavement Closures	LS	1	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00
	TOTAL BID ITEM 1:				\$95,000.00		\$50,000.00		\$97,750.00
	<u>BID ITEM 2: RUNWAY 18-36 REHABILITATION BASE BID</u>								
2.01	Paint and Rubber Removal	SF	174,150	\$1.25	\$217,687.50	\$0.60	\$104,490.00	\$0.32	\$55,728.00
2.02	Crack Repair - HMAC Pavement	LF	42,700	\$0.65	\$27,755.00	\$0.65	\$27,755.00	\$1.15	\$49,105.00
2.03	Crack Sealing - HMAC Pavement	LF	42,700	\$1.60	\$68,320.00	\$1.10	\$46,970.00	\$1.27	\$54,229.00
2.04	Rapid Cure Seal Coat	SY	159,300	\$2.05	\$326,565.00	\$1.85	\$294,705.00	\$1.60	\$254,880.00
2.05	White Markings (Reflective)	SF	112,800	\$1.55	\$174,840.00	\$0.80	\$90,240.00	\$0.98	\$110,544.00
2.06	Yellow Markings (Reflective)	SF	11,300	\$1.55	\$17,515.00	\$0.81	\$9,153.00	\$1.15	\$12,995.00
2.07	Black Markings (Non-Reflective)	SF	47,750	\$1.35	\$64,462.50	\$0.40	\$19,100.00	\$2.30	\$109,825.00
2.08	Surface Painted Signs	EA	8	\$500.00	\$4,000.00	\$660.00	\$5,280.00	\$6,900.00	\$55,200.00
	TOTAL BID ITEM 2:				\$901,145.00		\$597,693.00		\$702,506.00

SUMMARY OF BIDS

BID ITEM 1: Mobilization, Temporary Access			\$95,000.00		\$50,000.00		\$97,750.00
BID ITEM 2: Runway 18-36 Rehabilitation Base Bid			\$901,145.00		\$597,693.00		\$702,506.00
TOTAL BID ITEM 1 + BID ITEM 2:			\$996,145.00		\$647,693.00		\$800,256.00

Chad Pennel, P.E.
Senior Project Manager

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Kramer, Sr. Fleet Manager, Fleet Services, (325) 657-4329

Meeting Date: April 21, 2020

Item type: Consent Item

Caption:

Consider approving Sourcewell Contract #110719-JDC for the purchase of a tractor and a shredder from Deere & Company (San Angelo, TX), in the amount of \$96,892.95, budgeted in fiscal year 2020 (Ryan Kramer)

Summary/History:

Council approval is requested for the purchase of one tractor and one batwing shredder to replace equipment that is beyond its useful life. This equipment will be utilize by the Airport Department for mowing of the airport grounds.

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

Financial Impact:

Staff recommends approval of the purchase of one tractor and shredder from Deere & Company (San Angelo, TX), in the amount of \$96,892.95, budgeted in fiscal year 2020.

Other Information/Recommendation:

Staff recommends approval of Sourcewell Contract #110719-JDC for the purchase of one tractor and shredder from Deere & Company (San Angelo, TX).

Attachments:

- | | |
|---|--|
| 1. City of San Angelo 6120E 4-6-20 | City of San Angelo 6120E 4-6-20.pdf |
| 2. City of San Angelo R20 Cutter 4-3-20 | City of San Angelo R20 Cutter 4-3-20.pdf |

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Jeremy Valgardson	Approved
Theresa James	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

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

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

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

Joey Sanchez

South Plains Implement, Ltd.
3993 Tractor Trail
San Angelo, TX 76905

Tel: 325-653-4541

Fax: 325-658-5073

Email: jsanchez@spitractor.com



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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
3993 Tractor Trail
San Angelo, TX 76905
325-653-4541
Admin@spitractor.com

Quote Summary

Prepared For:

City Of San Angelo
TX

Delivering Dealer:

South Plains Implement, Ltd.
Joey Sanchez
3993 Tractor Trail
San Angelo, TX 76905
Phone: 325-653-4541
jsanchez@spitractor.com

Quote ID:	21536149
Created On:	03 April 2020
Last Modified On:	06 April 2020
Expiration Date:	04 May 2020

Equipment Summary

JOHN DEERE 6120E Cab Tractor
(101 PTO hp)

Selling Price	Qty	Extended
\$ 66,266.70 X	1 =	\$ 66,266.70

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: April 3, 2020

Equipment Total

\$ 66,266.70

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 66,266.70
Trade In	
SubTotal	\$ 66,266.70
Est. Service Agreement Tax	\$ 0.00
Total	\$ 66,266.70
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 66,266.70

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 21536149

Customer Name:

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
3993 Tractor Trail
San Angelo, TX 76905
325-653-4541
Admin@spitractor.com

JOHN DEERE 6120E Cab Tractor (101 PTO hp)

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Selling Price *
\$ 66,266.70

Price Effective Date: April 3, 2020

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
333RP	6120E Cab Tractor (101 PTO hp)	1	\$ 86,592.00	24.00	\$ 20,782.08	\$ 65,809.92	\$ 65,809.92
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual North America	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	No Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1382	12F/12R PowrReverser Transmission (19mph/30kmh) - 2WD Front Axle	1	\$ -5,774.00	24.00	\$ -1,385.76	\$ -4,388.24	\$ -4,388.24
2050	Standard Cab	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2130	Air Suspension Seat with Swivel (MSG 95)	1	\$ 943.00	24.00	\$ 226.32	\$ 716.68	\$ 716.68
3340	Triple Deluxe SCV with ISO Breakaway Couplers	1	\$ 407.00	24.00	\$ 97.68	\$ 309.32	\$ 309.32
4020	Heavy Duty Hitch	1	\$ 407.00	24.00	\$ 97.68	\$ 309.32	\$ 309.32
4120	Two Telescopic Draft Links	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4320	Heavy Duty Drawbar	1	\$ 263.00	24.00	\$ 63.12	\$ 199.88	\$ 199.88
4421	Sway Bars	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5212	460/85R34 In. 8PR R1 Radial	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6151	10.00-16 8PR F2 Bias	1	\$ -2,710.00	24.00	\$ -650.40	\$ -2,059.60	\$ -2,059.60
8002	Tool Box	1	\$ 54.00	24.00	\$ 12.96	\$ 41.04	\$ 41.04
8461	Draft Control	1	\$ 647.00	24.00	\$ 155.28	\$ 491.72	\$ 491.72
8995	Front Weight Support Bracket	1	\$ 284.00	24.00	\$ 68.16	\$ 215.84	\$ 215.84
Standard Options Total			\$ -5,479.00		\$ -1,314.96	\$ -4,164.04	\$ -4,164.04

Selling Equipment

Quote Id: 21536149 **Customer Name:**

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
3993 Tractor Trail
San Angelo, TX 76905
325-653-4541
Admin@spitractor.com

Dealer Attachments/Non-Contract/Open Market							
Open Market	Hardware for Weights	1	\$ 450.00	0.00	\$ 0.00	\$ 450.00	\$ 450.00
BLV10120	Beacon light kit	1	\$ 248.60	24.00	\$ 59.66	\$ 188.94	\$ 188.94
BSJ10210	Radiator Screen kit field	1	\$ 36.30	24.00	\$ 8.71	\$ 27.59	\$ 27.59
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	10	\$ 134.20	24.00	\$ 32.21	\$ 1,019.92	\$ 1,019.92
LVB25720	Auxiliary work light kit (2 lights)	1	\$ 159.50	24.00	\$ 38.28	\$ 121.22	\$ 121.22
RE321102	Radio, Deere/Delco AM/FM Stereo with Clock, Front Audio Input Jack for MP3 Players, and Weatherband	1	\$ 481.80	24.00	\$ 115.63	\$ 366.17	\$ 366.17
SJ10170	Antenna	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
LVB25714	Rear fender extension	1	\$ 232.10	24.00	\$ 55.70	\$ 176.40	\$ 176.40
APY10029	Weight, Rear Wheel, 480 Lb. (218Kg) (4-L28228)	4	\$ 746.90	24.00	\$ 179.26	\$ 2,270.58	\$ 2,270.58
Dealer Attachments Total			\$ 5,937.90		\$ 1,317.10	\$ 4,620.82	\$ 4,620.82
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 87,050.90		\$ 20,784.22	\$ 66,266.68	\$ 66,266.70

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

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

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

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

Joey Sanchez

South Plains Implement, Ltd.
3993 Tractor Trail
San Angelo, TX 76905

Tel: 325-653-4541

Fax: 325-658-5073

Email: jsanchez@spitractor.com



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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
3993 Tractor Trail
San Angelo, TX 76905
325-653-4541
Admin@spitractor.com

Quote Summary

Prepared For:

City Of San Angelo
TX

Delivering Dealer:

South Plains Implement, Ltd.
Joey Sanchez
3993 Tractor Trail
San Angelo, TX 76905
Phone: 325-653-4541
jsanchez@spitractor.com

Quote ID:	21536108
Created On:	03 April 2020
Last Modified On:	03 April 2020
Expiration Date:	04 May 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE R20 Flex Wing Rotary cutter	\$ 30,626.25 X	1 =	\$ 30,626.25
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)			
Price Effective Date: April 3, 2020			
Equipment Total			\$ 30,626.25

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 30,626.25
Trade In	
SubTotal	\$ 30,626.25
Est. Service Agreement Tax	\$ 0.00
Total	\$ 30,626.25
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 30,626.25

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 21536108

Customer Name:

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Plains Implement, Ltd.
3993 Tractor Trail
San Angelo, TX 76905
325-653-4541
Admin@spitractor.com

JOHN DEERE R20 Flex Wing Rotary cutter

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Selling Price *
\$ 30,626.25

Price Effective Date: April 3, 2020

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2350P	R20 Flex Wing Rotary cutter	1	\$ 38,277.00	24.00	\$ 9,186.48	\$ 29,090.52	\$ 29,090.52
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3035	6 Foam-Filled Tires - (Double center, single on wings) - Severe duty ag tires	1	\$ 364.00	24.00	\$ 87.36	\$ 276.64	\$ 276.64
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3602	540 RPM - 125 hp Gearbox - Commercial duty	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5120	Ball Type Hitch	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5290	Suspended Tongue	1	\$ 696.00	24.00	\$ 167.04	\$ 528.96	\$ 528.96
Standard Options Total			\$ 1,060.00		\$ 254.40	\$ 805.60	\$ 805.60
Dealer Attachments/Non-Contract/Open Market							
AFH21782 3	Open Market Clevis Setup	1	\$ 730.13	0.00	\$ 0.00	\$ 730.13	\$ 730.13
Dealer Attachments Total			\$ 730.13		\$ 0.00	\$ 730.13	\$ 730.13
Value Added Services Total							
			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 40,067.13		\$ 9,440.88	\$ 30,626.25	\$ 30,626.25

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 21, 2020

Item type: Consent Item

Caption:

Consider approving Task Order 4 of the professional services agreement with Killis Almond Architects, PC to continue waterproofing and reinstalling the original limestone facade of City Hall in the following amounts:

1. Ratification of \$90,779.99
2. Approval of \$25,000 (Ron Lewis)

Summary/History:

During the 2010 renovation project for City Hall, some of the exterior limestone was found to be moving away from the existing structural members, anchorage was failing and mortar was failing and allowing water to infiltrate the envelope of the building. Immediate measures were taken to remove, re-secure and reset some of stone in the worst found condition. However, there was not adequate funding to do a comprehensive investigation to determine the extent of compromise to the envelope nor to design remedial structural details for repair.

Task Order 1 has allowed the Masons to remove a small portion of stones from the north west corner of City Hall from the parapet roof to the ground floor foundation.

Task Order 2 provided the funds to develop new structural attachment methods, additional insulation and waterproofing substrate to eliminate water infiltration and properly secure the limestone facade to the structure.

Task Order 3 will provide the funds to continue the waterproofing and limestone facade re-installation to complete the portion of northwest corner elevation of the west tower.

Task Order 4 is necessary to complete the portion off the west tower. Delays due to weather and waterproofing modifications.

Financial Impact:

The original funding of \$378,000 is available for the waterproofing and re-installation of the limestone blocks on the exterior of City Hall.

Task Order 1 was approved by City Council in February 2019 for \$85,000.

Task Order 2 was approved by City Council July 2019 for \$250,000.

Task Order 3 in the amount of \$50,000. This will exceed the original funding by \$7,000.

Task Order 4 will require additional funds from the current FY 2019-20 General Fund budget.

Other Information/Recommendation:

A preliminary study was prepared after the renovation from the information gathered during the project, along with investigation of the original building construction documents to determine some reasons for the limestone attachment failings and subsequent water infiltration through the stone and walls into the building.

The Master Contract and Task Order 1 with Killis Almond Architects was approved by City Council at the February 5, 2019 Meeting.

Task Order 2 was approved by City Council July 16, 2019.

Task Order 3 was approved by City Council January 21, 2020.

Attachments:

Presentation:

Approvals/Reviews:

Ron Lewis	Created/Initiated
Theresa James	Approved
Michael Dane	Approved
Nolan Sosa	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 21, 2020

Item type: Consent Item

Caption:

Consider a resolution authorizing the submission of the Department of Justice Assistance Grant application to the Office of the Governor requesting a vehicle for the Gang Suppression Unit (Frank Carter)

Summary/History:

This resolution would allow the San Angelo Police Department to submit a grant application to the Office of the Governor requesting funds for the purchase of 3 vehicles to use in the Gang Suppression Unit.

During the preliminary review by the Concho Valley Council of Governments they stipulated \$38,000 will be approved for the purchase of one vehicle for the gang suppression unit. The grant request has to be submitted to the Office of the Governor for final approval.

The vehicle currently in use by the gang suppression unit has reached end of life. It has over 90,000 miles and expensive to maintain in running condition.

Financial Impact:

There is no match on the part of the city. The police department would be responsible for properly outfitting and equipping the vehicle.

The approximate cost to the police department would be approximately \$8,500.00

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | JAG resolution gang suppression unit | JAG resolution gang suppression unit.docx |
| 2. | 2020-21 JAG Written Addendum_Gang Suppression Unit Vehicles | 2020-21 JAG Written Addendum_Gang Suppression Unit Vehicles.doc |

Presentation:

Frank Carter

Approvals/Reviews:

David Howard	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Nolan Sosa	Approved

Tina Dierschke
Theresa James
Julia Antilley

Approved
Approved
Final Approval

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS
AUTHORIZING SUBMISSION OF THE GRANT APPLICATION FOR THE GANG
SUPPRESSION VEHICLE TO THE OFFICE OF THE GOVERNOR**

WHEREAS, The City of San Angelo finds it in the best interest of the citizens of San Angelo, that the San Angelo Police Department Gang Suppression Unit Vehicle Project be operated for the 2021 Fiscal Year; and

WHEREAS, the City of San Angelo agrees to provide applicable matching funds for the said project as required by the Department of Justice Edward Byrne Memorial Justice Assistance Program grant application; and

WHEREAS, the City of San Angelo agrees that in the event of loss or misuse of the Office of the Governor funds, the City of San Angelo assures that the funds will be returned to the Office of the Governor in full; and

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

NOW, THEREFORE, be it resolved that the City Council of the City of San Angelo approves submission of the grant application for the Gang Suppression Unit Vehicle to the Office of the Governor.

PASSED, APPROVED, and ADOPTED on this 21st day of April, 2020

CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

This addendum is intended to remove the stress of answering the scoresheet questions during the Oral Presentation. The Oral Presentation will now be time for you to showcase your agency and explain what you do in the community and how it benefits it as a whole. You may still hit on the high points of these questions during your Oral Presentation and use it as a guide, if needed.

All grantees must complete a written addendum to the eGrant application to be submitted to the Concho Valley Council of Governments either by emailing to Nicole@cvcog.org, or hand delivering or mailing to 2801 W. Loop 306, Suite A, San Angelo, TX 76904.

Project Title: **Gang Suppression Unit Vehicles**

Amount Requested: **\$144,000**

Did you receive an award from CVCOG last year and what was your project? **No**

Did your project change and why?

Please attach proof of purchase (invoice/check) from last year's request (if completed).
(JAG only)

Answer the following questions in order (JAG);

1. How does the project address the regional priorities identified by CJAC in the region's Criminal Justice Strategic Plan? **The Gang Suppression Unit seeks to Intervene and Disrupt gang criminal activities through the use of increased surveillance, increased police presence, and by targeting and apprehending chronic gang crime offenders. Data is shared with state agencies including the individual members of gangs, local networks, and their state or national affiliations.**
2. How does your organization spend forfeiture funds? **Ammunition, SWAT vests, software**
3. Does the project sustain an existing capability? **Yes**
4. Does the project application document a joint effort or formal cooperation with other agencies through written agreements, contracts, or plans? **Information gathered is recorded in the Texas Gang Database and is available for counties to access through the state database. The gang suppression unit will be involved with networking with other agencies, interviewing witnesses, sources, and confidential informants for information gathering. Various avenues for prosecution will be utilized including local, state, and federal**

laws. . Chain of Command, the City, County, and District Attorneys' Offices will oversee case development and management.

5. Please explain your project. **The San Angelo Police Department's Gang Suppression Unit currently consists of 3 officers. SAPD is increasing the size of the Gang Suppression Unit to combat gang related criminal activity by assigning 2 additional SAPD to this task force. The SAPD budget does not include funds for cruisers for these 2 additional positions. These gang suppression unit cruisers are not interchangeable with regular police cruisers. The Gang suppression vehicles are painted black and marked as police department vehicles with internal light bars. Information gathered is recorded in the Texas Gang Database and is available for counties to access through the state database.**
6. Did you receive a Justice Assistance Grant Program (JAG) grant in the last two years and how has it improved your ability to combat crime? **No**
7. Does the organization have a documented track record of managing grant funds? **yes**
8. Did you use any evidence-based practice research? Explain **yes, The SAPD Gang Suppression Unit follows the Texas Law Enforcement Best Practices Recognition program guidelines as set forth in the San Angelo Police Department policies. Citing from policeforum.org article Police Executive Research Forum, "Critical Issues in Policing Series/Gang-Violence: The Police Role in Developing Community-Wide Solutions", date February 2010:**
 - **What strategies have been implemented that have been effective in reducing gang activity in your area?**
 - **Saturation patrols and targeting gang hot spots e.g., White Plains (NY) PD; Alexandria (VA) PD; St. Louis Metropolitan PD; Newark PD •**
 - **Identifying, tracking and targeting known gang members e.g., Costa Mesa (CA) PD; Irvine (CA) PD; Rochester (NY) PD •**
 - **Zero tolerance initiatives Evanston (IL) PD; Irving (TX) PD; Fairfax County (VA) PD •**
 - **Partnerships and multi-agency initiatives e.g., Providence (RI) PD; Newport News (VA) PD; Pasadena (CA) PD; Wichita PD •**
 - **Task forces e.g., NJ State Police; Houston PD; Albuquerque PD •**
 - **Prosecution efforts e.g., Huntington Beach (CA) PD; Baltimore Co. PD; Framingham (MA) PD; Napa (CA)**
9. What is the individual and total cost of the equipment being requested and can this project be scaled down if you only receive partial funding? **Individual cost of each base 2021 Ford Interceptor Utility unit is \$35,500. The associated equipment required includes internal light bar-front, grill lighting, rear lighting, decals, console and computer mount (computer not included), front**

prisoner partition, rear prisoner partition, prisoner seat with belts, rear cargo storage box, wiring harness and related components, and siren and speaker. Total to outfit each vehicle is \$8,500. Per unit cost = \$44,000. Total request is for 3 vehicles complete with police accessories @ \$132,000. Original request was for \$144,000. We are now requesting \$132,000, a reduction of \$12,000 as original estimates of accessories were higher than \$8,500/vehicle. The project can be scaled down as required by funds available. Anything over the \$132,000 request would be funded by the city.

10. Are the project goals realistic and attainable? **yes**
11. Indicate your agency's other funding or grant sources. **There is no other funding available for these vehicles.**
12. Project requires continuing annual costs or expenses to be paid by future grant or unknown sources? (Recurring costs funded by the *local jurisdiction* are not penalized) **Maintenance of vehicles is part of our regular budget. Additional equipment such as the computer for the vehicle and cameras inside and out will be provided by local jurisdiction.**
13. Has the applicant been on Vendor Hold with OOG/CJD during the last two plan years (5 point deduction if yes)? If yes, was the vendor hold longer than 30 days (additional 5 point deduction if greater than 30 days)? If yes, please explain why. **Vendor has NOT been on Vendor Hold during last 2 years.**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Theresa James, City Attorney, Legal, X1413

Meeting Date: April 21, 2020

Item type: Consent Item

Caption:

Consider a resolution finding that AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the city should be denied (Theresa James)

Summary/History:

On April 3, 2020, AEP Texas Inc. ("AEP" or "Company") filed an Application to Amend its Distribution Cost Recover Factors ("DCRF") to increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$39.87 million which is approximately \$1.83 increase to the average residential customer's bill.

The resolution authorizes the City to join with the Cities Served by AEP to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue and to deny the DCRF application proposed by AEP.

Financial Impact:

Other Information/Recommendation:

The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP for reimbursement.

Attachments:

- | | |
|---|--|
| 1. Denial Resolution - 2020 AEP Texas (Docket No. 50733 | Denial Resolution - 2020 AEP Texas (Docket No. 50733.DOC |
|---|--|

Presentation:

Approvals/Reviews:

Theresa James
Julia Antilley

Created/Initiated
Final Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS FINDING THAT AEP TEXAS INC.'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTORS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY AEP TEXAS; AUTHORIZING HIRING OF LEGAL COUNSEL; 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 Inc. ("AEP" or "Company"), and a regulatory authority with an interest in the rates and charges of AEP; and

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

WHEREAS, on or about April 3, 2020 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 50733, seeking to increase electric distribution rates by approximately \$39.87 million (an approximately \$1.83 increase to the average residential customer's bill from the rates just approved in the Company's rate case); and

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

WHEREAS, Cities are coordinating its review of AEP's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities 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 with Cities in PUC Docket No. 50733.

Section 2. That subject to the right to terminate employment at any time, the City of 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 AEP 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 AEP within 30 days of presentation of an invoice to AEP.

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 Melissa Gage, American Electric Power Service Corporation, 400 West 15th Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2020.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 21, 2020

Item type: Consent Item

Caption:

Second reading of an ordinance approving the abandonment and vacation of a portion of the Ben Ficklin Rd. right-of-way, being approximately 139-ft by 15-ft, for a total of 2,085-sq ft; generally located southwest of the Ben Ficklin Rd. and W. Ave. Y intersection along the east property line of Lot 28, Block 3 Monterrey Addition (Jon James)

Summary/History:

A request for approval of the abandonment and vacation of approximately 139 feet in length and 15 feet in width, for a total of 2,085 square feet (0.0478 acres), of the Ben Ficklin Rd. public right-of-way; generally located southwest of the Ben Ficklin Rd. and W. Ave. Y intersection along the east property line of Lot 28, Block 3 Monterrey Addition. The applicant is requesting this abandonment in order to purchase a strip of the right of way immediately adjacent to his lot. He wants to build a home on the lot and utilize this property as his side yard setback. The right of way on the west side of Ben Ficklin Rd. at this site is 29 feet. Vacating the west 15 feet will leave 14 feet, which contains most of the underground utility infrastructure.

Financial Impact:

N/A

Other Information/Recommendation:

On February 17, 2020, the Planning Commission voted to recommend approval of the right-of-way abandonment with a 4-0 vote.

At the April 7, 2020 City Council meeting, the Council voted to approve the first reading of the ordinance to abandon the right-of-way with a 7-0 vote.

Attachments:

- | | |
|-------------------------------|----------------------------------|
| 1. Staff report (ROW Abandon) | Ben Ficklin row staff report.pdf |
| 2. Ordinance (ROW Abandon) | Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

Sherry Bailey	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved

Theresa James
Julia Antilley

Approved
Final Approval

**CITY COUNCIL – APRIL 7, 2020
STAFF REPORT**



APPLICATION TYPE:		CASE:	
Street Right-of-way Abandonment		Portion of Ben Ficklin Road Right-of-Way	
SYNOPSIS:			
A request for approval of the abandonment and vacation of approximately 139 feet in length by 15 feet in width, for a total of 2,085 square feet (0.0478 acres), of the Ben Ficklin Rd. public right-of-way; generally located southwest of the intersection of Ben Ficklin Rd. and W. Ave. Y along the east property line of Lot 28, Block 3 Monterrey Addition.			
LOCATION:		LEGAL DESCRIPTION:	
401 W. Ave. Y		Lot 28, Block 3, Monterrey Addition – 15 ft. X 139 ft. ROW adjacent	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
District #3 – Harry Thomas Rio Vista Neighborhood	Neighborhood Commercial (CN)	Neighborhood Center	2,085 sq. ft./ 0.0479 acres
THOROUGHFARE PLAN:			
Ben Ficklin Rd. – Urban Local Street, 50 ft. ROW required (100' Existing), 40' pavement required (48' Provided)			
NOTIFICATIONS:			
12 notifications mailed identifying the proposed abandonment on February 4, 2020. At this time no one has responded.			
STAFF RECOMMENDATION:			
Staff recommends <u>APPROVAL</u> of the Street Right-of-Way Abandonment request, subject to four Conditions of Approval .			
PROPERTY OWNER/PETITIONER:			
Max Jacobs			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Ext. 1546 sherry.bailey@cosatx.us			

Additional Information:

City Staff circulated to all relevant municipal departments, as well as public and private utility companies, and there were a number of responses to the request.

A similar abandonment occurred at the Dollar Tree site a block to the south. There has also been a request and approval to the north of this site about four years ago. Ben Ficklin Rd. was originally envisioned as a major arterial road. However, when S. Bryant was improved Ben Ficklin no longer was necessary as an arterial. The right of way previously dedicated was kept and has been used for private development, schools and general roadway maintenance. Traffic has been increasing slowly and expansion of the roadway is not anticipated.

Analysis:

Planning Staff reviewed all relevant history, ordinances, policies, and had a staff discussion regarding the site on February 7, 2020 to determine the appropriateness of abandoning this public street right-of-way.

Planning Staff believes existing or anticipated traffic patterns would not be negatively affected if the west portion of the Ben Ficklin Rd. right-of-way was abandoned but an unobstructed utility easement was maintained over the abandoned area. At present there are utilities both public and private in the right-of-way area in question.

The proposed abandonment would not contradict any applicable City Ordinances. As conditions of approval, the applicant would be required to replat the abandonment area into the adjacent property and maintain an unobstructed utility easement over the entire area.

Rationale:

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

- *Traffic patterns:* There is no evidence that abandoning 15 feet of the 25 ft. r-o-w will have any effect on traffic patterns.
- *Utilities:* There are existing City utilities in this segment of street right-of-way.
- *Community Impact:* The Planning staff has sent adjacent owners public notice of the meeting. There have been no opposition responses to date. There does not appear to be any negative impact for any surrounding property owners.
- *Public Benefit:* The Planning Division recommends approval for the 15 ft. by 139 ft. of r-o-w immediately adjacent to the eastern edge of Lot 28 Block 3 Monterrey Addition be abandoned and offered to the adjoining property owner for replatting into his property.

Recommendation:

Planning Commission

A. Street Right-Of-Way Abandonment: Jacobs

A request for approval of the abandonment and vacation of approximately 139 feet in length by 15 feet in width, 2,085 square feet (0.0478 acres), of the Ben Ficklin Road public right-of-

way; generally located southwest of the Ben Ficklin Road and W. Avenue Y intersection along the east property line of Lot 28, Block 3 Monterrey Addition.

Sherry Bailey, Principal Planner, presented the proposed Street Right-Of-Way Abandonment and four conditions of approval. She explained that the applicant is proposing to abandon the 15-foot strip of Ben Ficklin Road right-of-way that runs adjacent to the full length of his property. She explained that the request is twofold: that the applicant is desiring 15 feet because although the right-of-way is 27-29 feet wide, there are utilities in the full right-of-way; and that he desires this additional land to build a house and meet the side yard setback. Ms. Bailey indicated that the request was sent out to all City departments and utility providers, and that Staff received a response from City Operations that an unobstructed utility easement would be needed. Ms. Bailey also indicated there were two other cases in the area that had approved right-of-way abandonments, including Dollar Tree to the south.

Ms. Bailey outlined Staff's rationale to approve the abandonment on the grounds that it will not affect traffic patterns; that there will be an unobstructed utility easement in the abandoned area; that there was no opposition from surrounding property owners or the school district; and that it will allow the owner to build a house and meet the zoning setback.

Chair Stribling opened public comment. Seeing no one come forward, Chair Stribling closed public comment.

Commissioner Self made a motion to recommend APPROVAL of the abandonment and vacation of approximately 139 feet in length by 15 feet in width, 2,085 square feet (0.0478 acres), of the Ben Ficklin Road public right-of-way; generally located southwest of the Ben Ficklin Road and W. Avenue Y intersection along the east property line of Lot 28, Block 3 Monterrey Addition. Vice-Chair Jackson seconded the motion. The motion carried unanimously, 4-0.

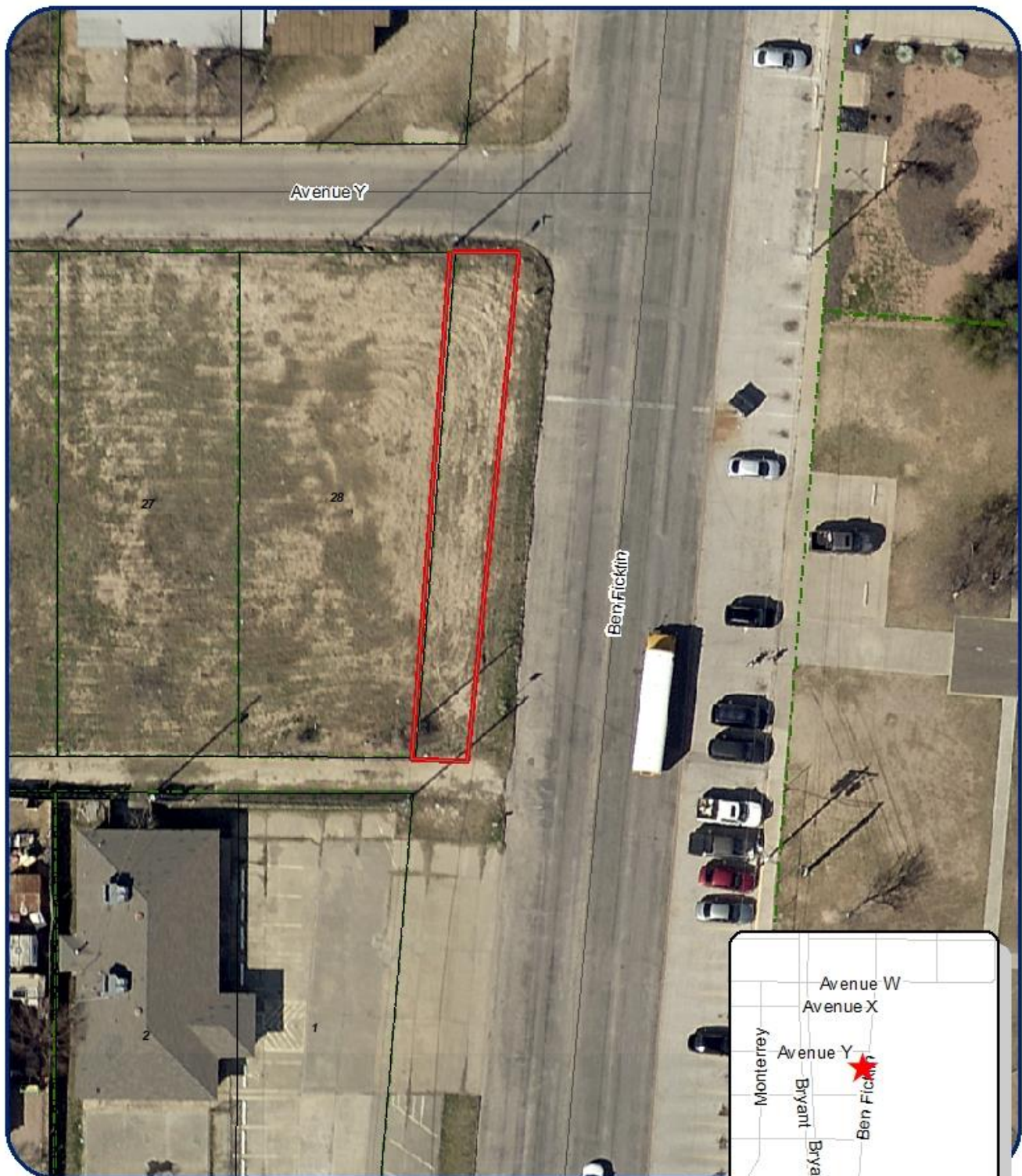
Staff's recommendation is to recommend APPROVAL of the proposed abandonment of Ben Ficklin Road public right-of-way, **subject to four conditions of approval:**

1. Remit payment for assessment formula outlined in fee schedule, consistent with the Code of Ordinances, Section A9.008.
2. The applicant shall provide as part of the replat a minimum 15-foot, unobstructed utility easement to the satisfaction of the City, AEP, Frontier and Suddenlink for all present and future utilities.
3. Verification of the recordation of quit claim deed(s) officially abandoning the City's claim to the entirety of the abandoned alley shall be provided.
4. Submit, obtain approval, and official recording of a subdivision replat absorbing all of the

abandoned right-of-way into adjacent lot meeting all requirements of the Land Development and Subdivision Ordinance within 18 months of the City Council decision.

Attachments:

Aerial Maps
Future Land Use Map
Zoning Map
Notification Map
Photos
Application



Location Map ROW Abandonment

401 W. Ave Y

Council District 3 - Harry Thomas
Neighborhood: Rio Vista
Scale: 1" approx. = 35 ft

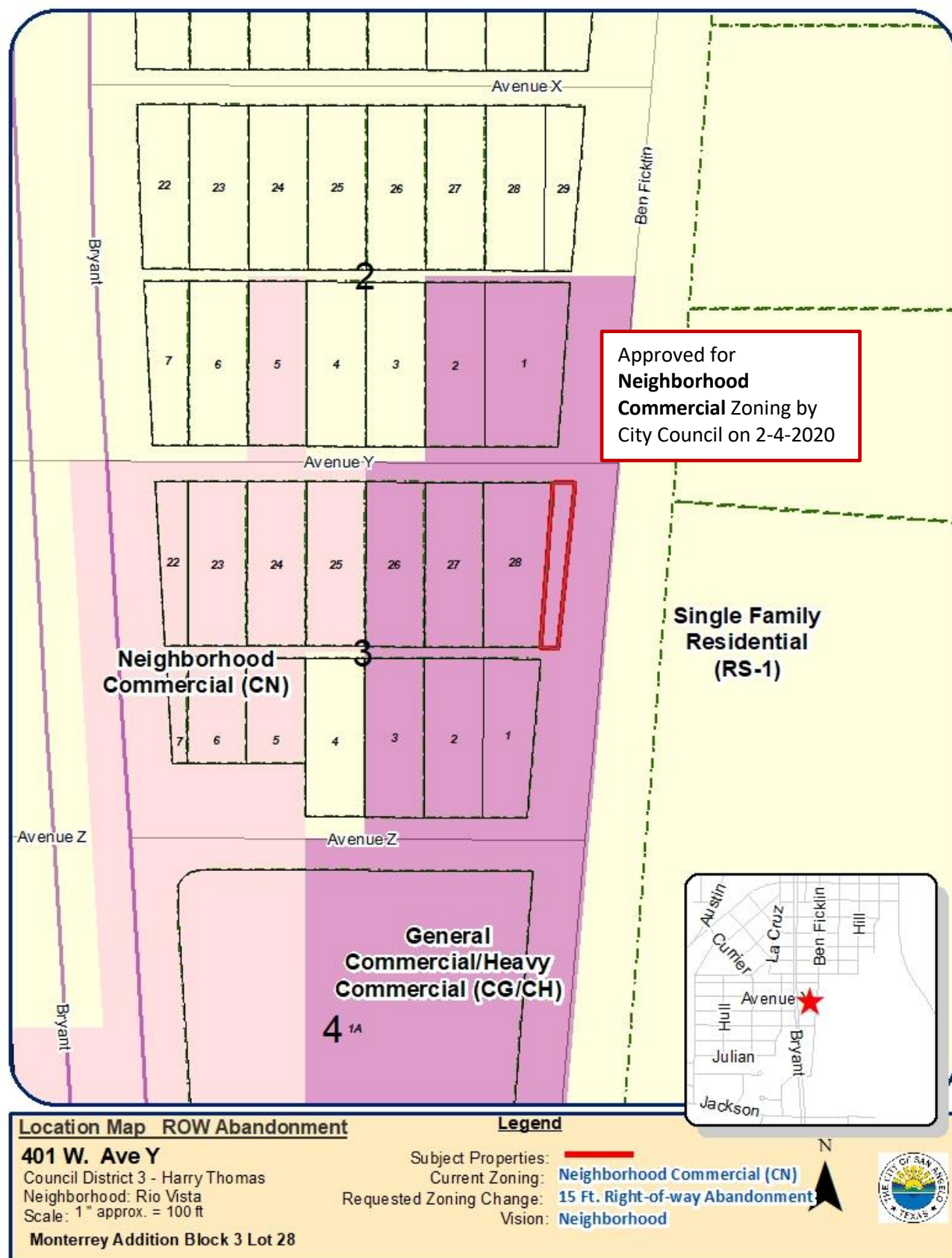
Monterrey Addition Block 3 Lot 28

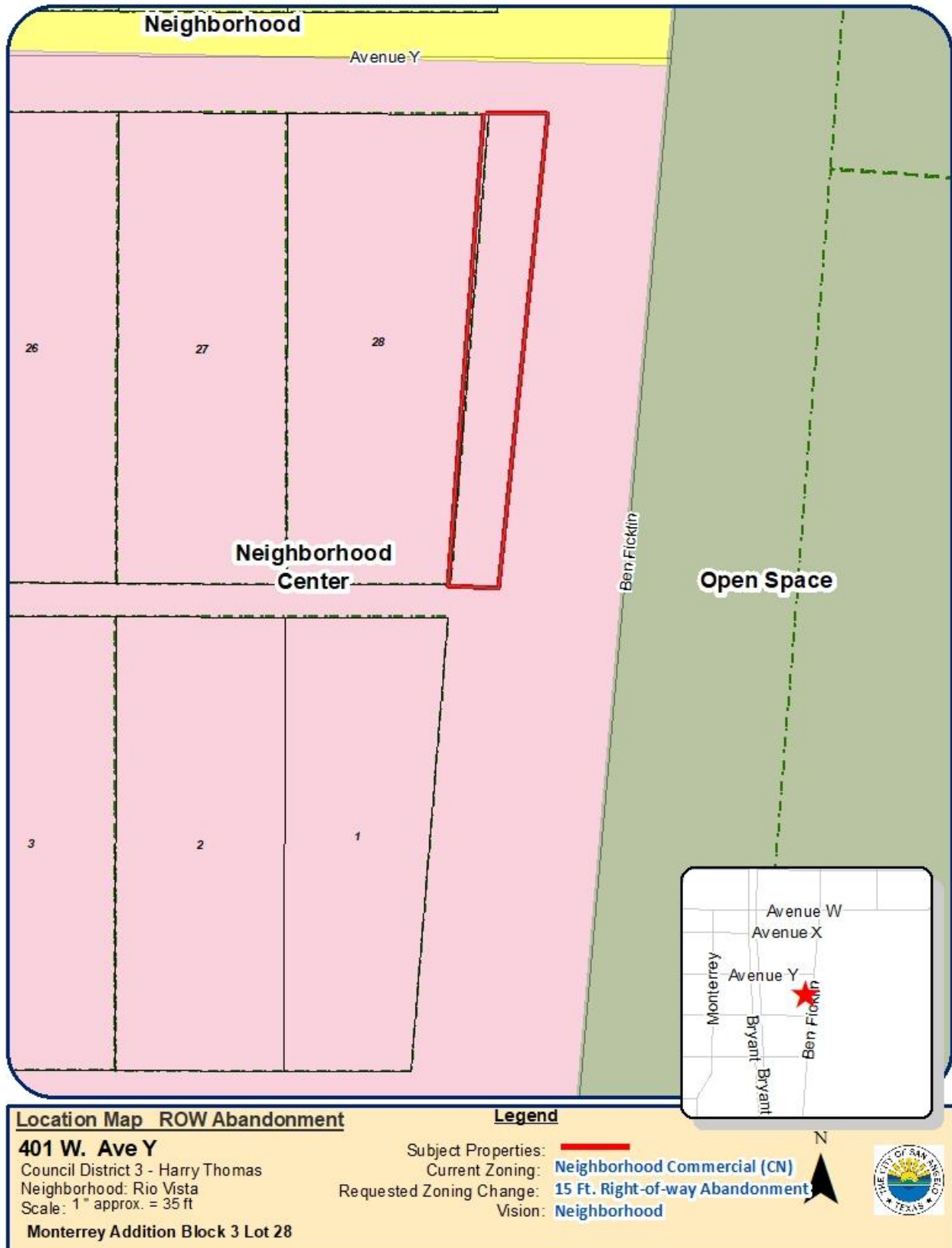
Legend

Subject Properties:
Current Zoning: **Neighborhood Commercial (CN)**
Requested Zoning Change: **15 Ft. Right-of-way Abandonment**
Vision: **Neighborhood**

N









Site Photos



Property showing a large 29 ft. right of way. You can see the differentiation in grade.



401 W. Ave. Y

Effective January 3, 2017



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



Section 1: Basic Information

Name of Applicant(s): Max Jacobs

☒ Owner

☐ Representative (Affidavit Required)

901 S. Abe

San Angelo TX

76903

Mailing Address

City

State

Zip Code

650-1115

frontier@wcc.net

Contact Phone Number

Contact E-mail Address

Unknown 401 W. Ave Y

San Angelo TX

76903

Subject Property Address

City

State

Zip Code

Lot 28, Block 3, Monterrey

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

Lot Size: 7,536 square feet

Zoning: Request for change to CN pending

Section 2: Site Specific Details

Subdivision Name: Monterrey

Lots and/or Blocks Affected: Lot 28, Block 3

General Description of Location*: I am respectfully requesting abandonment of a strip of land running north and south along the east side of my property. This strip would come out of a city-owned strip that is between my property and Ben Ficklin Road.

Reason for Abandonment*: The land requested is unusable to the City. My land has a steep dropoff going east, to the Ben Ficklin pavement. It would be a lot easier for me to grade my land down to the pavement if I could obtain the strip in question. Proper grading would also help with runoff.

*Use attachment if necessary.

AN ORDINANCE PROVIDING FOR ABANDONMENT OF RIGHT-OF-WAY, BEING A PORTION OF BEN FICKLIN ROAD, AT THE CORNER OF BEN FICKLIN ROAD AND WEST AVENUE Y, EAST OF AND ADJACENT TO LOT 28, BLOCK 3 MONTERREY ADDITION; CONSISTING OF A 15 FOOT BY 139.41 FOOT TRACT, AND CONTAINING APPROXIMATELY 2,091 SQUARE FEET; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO THE ADJOINING PROPERTY OWNER; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT.

WHEREAS, the City Council of the City of San Angelo, acting pursuant to law, is of the opinion that the portion of Ben Ficklin Road, at the corner of Ben Ficklin Road and West Avenue Y, east of and adjacent to Lot 28, Block 3 of Monterrey Addition, consisting of a 15 foot by 139.41 foot tract, and containing approximately 2,091 square feet, is no longer needed as a public right-of-way, and therefore deems it advisable to abandon said right-of-way; and,

WHEREAS, the City Council of the City of San Angelo is of the opinion that the best interest and welfare of the public will be served by vacating, closing and abandoning said portion of the right-of-way subject to the conditions and restrictions contained herein;

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

SECTION 1: The public right-of-way and street located in the City of San Angelo, Tom Green County, Texas, being that portion of Ben Ficklin Road, at the corner of Ben Ficklin Road and West Avenue Y, east of and adjacent to Lot 28, Block 3 of Monterrey Addition, consisting of a 15 foot by 139.41 foot tract, and containing approximately 2,091 square feet, more particularly described and depicted in **Exhibit "A,"** attached hereto and made a part hereof for all purposes, be and the same are hereby vacated, abandoned and closed insofar as the right, title and easement of the public are concerned; subject however, to the conditions and restrictions hereinafter more fully set out.

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

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

SECTION 4: The following conditions precedent to the abandonment shall apply and be part of the consideration for conveyance by quitclaim deed of the underlying tract of land to the abutting owner:

- a) Submit, obtain approval of, and official recording of a subdivision replat within 18 months absorbing the subject property into adjacent lot(s) and showing the easement for any underlying utilities, meeting all requirements of the Land Subdivision Ordinance.
- b) Provide the final recorded deed to Tom Green County Appraisal District to include the abandoned right-right-of-way in the adjacent parcel.
- c) Provide on the subdivision replat an unobstructed utility easement to the satisfaction of the City, AEP, Frontier and Suddenlink for all present and future utilities over the entire 15 foot by 139.41 foot, 2,091 square foot tract to be abandoned.

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

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

INTRODUCED on the **7th day of April, 2020**, and finally PASSED, APPROVED AND ADOPTED on this the **21st day of April, 2020**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

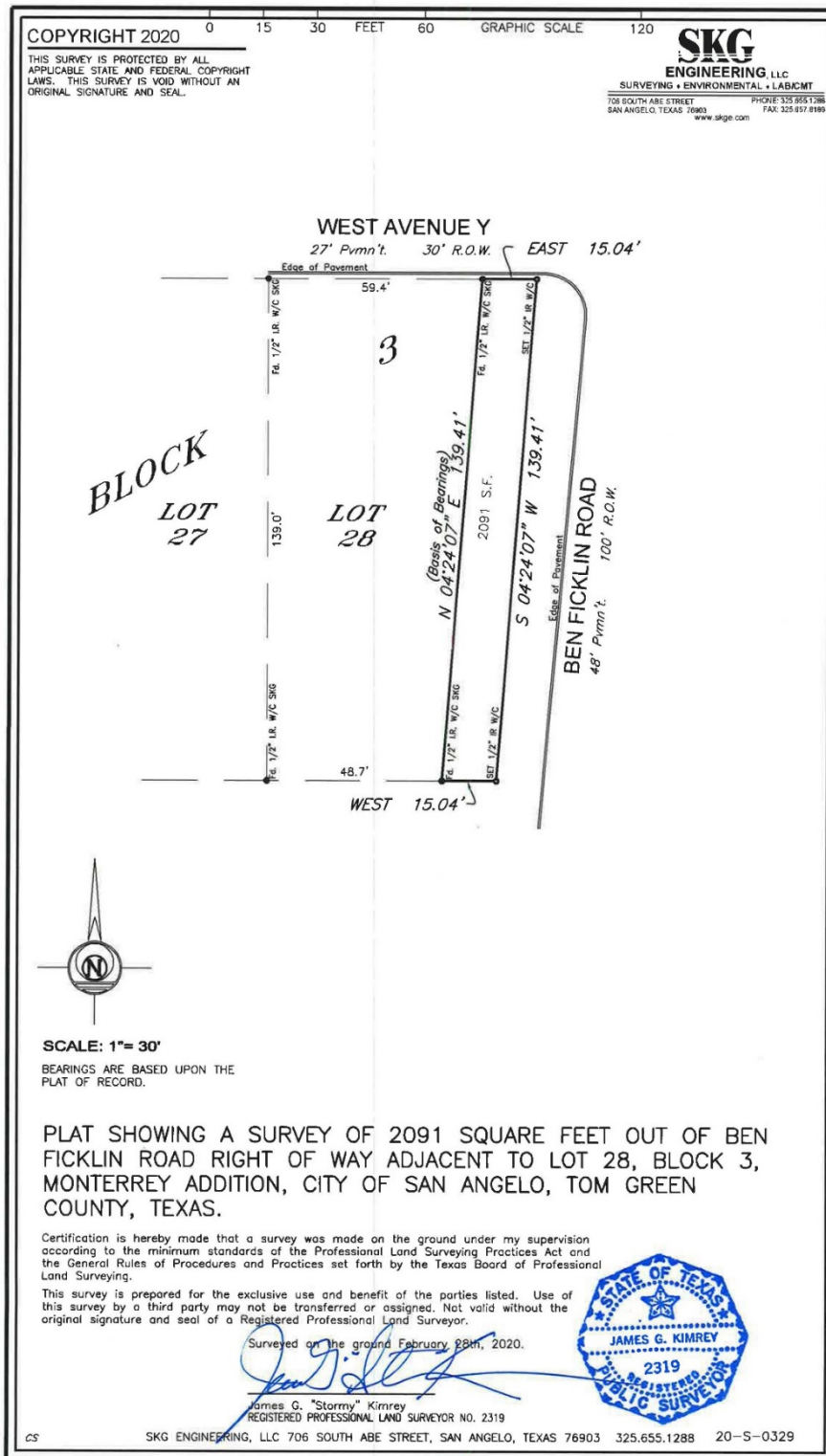
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit “A”



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Julia Antilley, City Clerk, City Clerk, 325-657-4405

Meeting Date: April 21, 2020

Item type: Regular Item

Caption:

Presentation on San Angelo's local small business recovery plan (Presentation made by ASU's Director of Small Business Development Center David Erickson)

Summary/History:

The Small Business Recovery Task Force brings together economic development partners in San Angelo to address business recovery.

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------------------|---------------------------------------|
| 1. | ASU SBDC - Recovery Presentation | ASU SBDC - Recovery Presentation.pptx |
|----|----------------------------------|---------------------------------------|

Presentation:

Approvals/Reviews:

Julia Antilley
Theresa James
Julia Antilley

Created/Initiated
Approved
Final Approval

SAN ANGELO

SMALL BUSINESS RECOVERY TASK FORCE

This plan is to bring together economic development partners in San Angelo to address the challenges businesses will face through out the recovery process.

COVID - 19 RESOURCE HUB
SANANGELO.ORG



FUNDING SOURCES

- Lender Programs & SBA Paycheck Protection Program (PPP)
- SBA Economic Injury Disaster Loan (EIDL)
- RLF- Revolving Loan funds
- CDFI-Community Development Financial Institutions
- COSADC Business Retention & Expansion Program
- San Angelo Business Plan Competition
- Make a Difference Fund



TECHNICAL
BUSINESS ADVISING &
TRAINING ASSISTANCE

Certified Business Advisors will be available to assist small business owners with all areas of business recovery.

WORKFORCE:
REHIRE, RECRUIT, & TRAIN

The CV Workforce Board and CV Workforce Solutions will be key in assisting small businesses with rehiring previous employees, recruiting new employees and training the available workforce.





LOCAL MEDIA SUPPORT

The local media will be able to support the efforts of the recovery plan by highlighting information provided by the task force. We also encourage them to feature successful business practices during the recovery process.

LOCAL GOVERNMENT SUPPORT

Local Government will continue to support the community and small business owners throughout the recovery process.



MENTORSHIPS &
NETWORKING ASSISTANCE

Supporting each other in this very difficult time will be a major component of the recovery response. The task force will coordinate potential mentorship relationships and online networking opportunities to strengthen our local businesses.

MINDSET

This has been a trying time for our nation. Business owners will struggle to overcome mental obstacles and negative thinking throughout the recovery process.



SAN ANGELO

SMALL
BUSINESS
RECOVERY
TASK FORCE

BROUGHT TO YOU BY THE ECONOMIC DEVELOPMENT PARTNERS OF SAN ANGELO



LEARN MORE DETAILS ABOUT THE SERVICES & PROGRAMS OFFERED AT [SANANGELO.ORG](https://sanangelo.org)

COVID - 19 RESOURCE HUB
[SANANGELO.ORG](https://sanangelo.org)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 21, 2020

Item type: Regular Item

Caption:

Consider terminating the month-to-month lease with Eggemeyer, Inc. for 15,002-sq ft of land out of Bart DeWitt Park (Presentation made by Parks & Recreation Director Carl White)

Summary/History:

We are seeking City Council's approval to terminate the lease between the City of San Angelo and Eggemeyer, Inc. for 15,002 square feet of land out of Bart DeWitt Park.

Enclosed is a copy of the original lease agreement between the City of San Angelo and Eggemeyer, Inc. entered into on or about July 17, 2005. The term of the lease was for five years, beginning August 1, 2005 and ending July 31, 2010. Additionally, the lease provided a hold over clause, which states that after expiration of the term, the lease shall operate and be construed only as a tenancy from month-to-month, terminable at the will by City.

In 2015, the City Council directed staff to negotiate a new lease with Eggemeyer, Inc. through a to-be-established non-profit organization. It is our understanding that entity was created but subsequently dissolved. A new lease never manifested between the City and the non-profit entity. Consequently, tenancy has continued month-to-month per the hold over clause in the original lease.

Throughout the term of the original lease, and continuing through today, Eggemeyer, Inc. failed to open the leased premises as an outdoor historical agricultural museum as required by the lease terms. As such, Eggemeyer, Inc. is in default and the City has failed to realize a public benefit in leasing the site to Eggemeyer, Inc.

Financial Impact:

There is no direct cost associated with this decision. The property under this lease, once returned to the City, will need to be maintained by the Parks division, but should not require additional funding.

Other Information/Recommendation:

Attachments:

- | | |
|---|---|
| 1. Lease of some Bart DeWitt Park property with Eggemeyer Inc | Lease of some Bart DeWitt Park property with Eggemeyer Inc.pdf |
| 2. Lease of some Bart DeWitt Park Property - Presentation | Lease of some Bart DeWitt Park Property to Eggemeyer, Inc April 21, 2020.pptx |

Presentation:

Approvals/Reviews:

Carl White
Theresa James
Julia Antilley

Created/Initiated
Approved
Final Approval

LEASE AGREEMENT

WHEREAS, the City of San Angelo owns all or portions of Lots 8, 9 and 13, Block D, of the MAIN PART of the City of San Angelo, Tom Green County, Texas; and

WHEREAS, the City, Park Commission, and Eggemeyer, Inc. desire and find it mutually beneficial to utilize said lots ("Property" herein) for purposes of an outdoor historic agriculture museum; and

WHEREAS, Eggemeyer, Inc. is willing to construct improvements on said Property which will be part of a larger area utilized for such a museum;

NOW THEREFORE, THE CITY OF SAN ANGELO, a Texas home rule municipal corporation, acting by and through its duly authorized Mayor, hereinafter known as "Lessor", whose address is 72 West College, P.O. Box 1751, San Angelo, Texas 76902, hereby leases under the following terms and conditions as hereinafter set out unto the **EGGEMEYER, INC.** of San Angelo, a Texas Corporation, hereinafter known as "Lessee", whose address is 35 East Concho Ave., San Angelo, Texas 76903 the following described Property:

See attached Exhibit "A" which is incorporated herein by reference for all purposes.

1. TERM.

The primary term of this lease shall be for five (5) years beginning August 1, 2005, and ending on **July 31, 2010**, unless sooner terminated as provided in this Lease.

2. RENT.

- 2.1 Monetary. Lessee agrees to and shall pay Lessor in the City of San Angelo, Texas, as rent for the Property, the sum of One Dollar (\$1.00) in advance on the first day of each lease year commencing in 2005, and continuing throughout the term.
- 2.2 Improvements. Additional consideration shall include but not limited to the construction of a rock or brick perimeter fence, clearing and grading of the property, planting of additional trees, and planting of grass, said improvements being more specifically described in Article 3 below.
- 2.3 Operation of Facility. Additional consideration for this Lease shall be the operation of the Property as an outdoor historical agricultural museum with programs, exhibits and events which can be accessed by the public.

3. IMPROVEMENTS.

- 3.1 Improvements. Lessee will install and pack top soil material in the leased property to bring it level to the property owned by Lessee. At least the top two feet (24") of the material will be good quality top soil.

Lessee will install good top soil fill material at a slope on the City property to join the lower grade of the park property to the upper grade of the leased property. The area to be covered with this material will not extend further than 25 feet on the south side and no more than 12 feet on the east side.

Lessee will be responsible for removing trees that have been approved in writing by the Parks Department to be removed. Lessee will construct retaining walls around those trees designated by the Parks Department in the sloped area to keep the slope's soil at least three feet (36") from the trunk of the trees.

Lessee will plant at least six healthy replacement shade trees in the leased property within six months of execution of this lease. The species of tree must be approved by the Parks Department and will be at least 4" caliper in diameter at the trunk. Lessee will be responsible for watering these trees and keeping them healthy and growing. Any of these trees lost due to the death of the tree will be replaced with a comparable tree at Lessee's expense.

Lessee will plant a ground cover along the sloped park property within six months of execution of this lease. The species of ground cover must be approved by the Parks Department. Lessee will be responsible for watering this ground cover and keeping it healthy and growing.

Lessee will be responsible for the maintenance and upkeep of the sloped area as detailed in the maintenance section of this lease.

Lessee will construct a quality rock/brick fence built on the leased property that will function for both security and visual attraction. The location of the fence will lie on the leased property line at the far eastern and southern markers. The public entrance of the property will be located on the west side of the lot just off Oakes Street. Lessee will construct the rock/brick fence only with the appropriate permits and design approval from the River Corridor Commission.

Lessee will construct a small access way to be located at the east side of the leased property from the parking lot located behind Western Mattress. This access way will be added to allow for machinery/materials to enter the leased property from the parking lot for normal operations of the property. The access way will be no wider than 14 feet and will consist of proper base

materials sufficient for the intended use. Lessee will be responsible for the condition and maintenance of this access way.

Lessee will assume full responsibility and cost for all tasks involved in implementation of this project. Responsibilities include but are not limited to issues dealing with electrical utilities re-location and installation, seeking and getting appropriate construction permits, and maintaining appropriate insurance.

- 3.2 General Concept. The general concept for the use of the Property is as follows: The intent of this lease is to increase the usable size of the property owned by Lessee in order to operate an outdoor "real-live," turn-of-the-last century, historic agriculture museum. The property will serve as a multi-use facility for the purpose of increasing tourism, benefiting Lessee, and bringing more events to the historic downtown area thereby benefiting the public. Lessee will bring in demonstrations that would have been typical of the frontiersman's life during the late 1800's and early 1900's. Events such as barn raising, log home construction, farming, ranching, and tradesman services will be demonstrated. Everything from blacksmithing, wagon construction, haymaking, a gristmill operation, steam tractors, drive engines, and sheep shearing will be included.

4. USE OF PROPERTY.

- 4.1 Exclusive Use. Property shall be used by Lessee exclusively for the purpose described in Section 2.3 and for no other purpose. The facilities shall be in operation by August 1, 2006, unless the parties mutually agree to an alternative date. If at any time the Property and any improvements thereon shall cease to be used for such purpose, or such operation is not commenced as stated above, Lessor shall have the right to terminate this lease by written notice given to the Lessee.
- 4.2 Hours. Lessee shall continuously and uninterruptedly, during the lease term, occupy and use the entire Property for the purposes specified herein.

5. CONDITION OF PROPERTY.

- 5.1 No Warranty. LESSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE EXCEPT THAT THE PROPERTY MAY BE USED UNDER LESSOR'S EXISTING ORDINANCES, RULES AND POLICIES FOR THE PURPOSES SET FORTH IN, AND LIMITED BY THIS LEASE.
- 5.2 Maintenance. Lessee agrees to keep and maintain all areas, and landscaping in a reasonably good and tenantable condition and appearance,

and further agrees to keep said Property in a reasonably neat, clean, and respectable condition by prompt removal of all trash, litter, debris, and junk, and will keep said Property cleared of all objectionable matter. In the event Lessee shall fail to keep said Property in such a manner, then the City Council, after reasonable notice and hearing, shall have the power and express authority to cause or require the Property to be cleaned, cleared, mowed, maintained, or repaired, and Lessee expressly authorizes the cost of any such cleaning, clearing, mowing, maintaining, 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.

6. LIMITATIONS OF LESSEE IN PROPERTY.

- 6.1 No Assignment or Subletting. Lessee will not assign or sublet this lease, in whole or in part, without the written consent of Lessor.
- 6.2 Encumbrances. Lessee may not encumber its leasehold interest and any or all improvements located on the Property without obtaining the written consent of Lessor.
- 6.3 Lessor's Right to Enter. At all times during the term of the lease, Lessor or its agents shall have the right to enter said Property during reasonable hours for the purpose of examining and inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this lease.
- 6.4 Alterations, Additions, Improvements, and Fixtures. Lessee may make alterations, additions or improvements to the Property provided they are in keeping with the purpose of the Lease. Lessor shall have the opportunity to review the plans for such improvements. All structural alterations, additions, or improvements made by Lessee, including those specified in Section 3 of this Lease, are considered part of the real property of the Property and shall become the property of Lessor at the termination of this Lease.
- 6.5 Waste, Nuisance, or Illegal Uses. Lessee shall not use, or permit the use of, the Property in any manner that results in waste of the Property or constitutes a nuisance. Nor shall Lessee use or permit the use of the Property for any illegal purpose. Lessee at its own expense will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of the Property, particularly all environmental laws and regulations, including but not limited to the laws and regulations relating to the use and storage of hazardous materials. Lessee specifically agrees to comply with Lessor's ordinances, rules and policies regulating connection to and release of materials into Lessee's sewer system.

- 6.6 Compliance with ADA. Lessee agrees to comply fully with the provisions of the Americans with Disabilities Act and to make any and facilities, displays, or activities on Property accessible to individuals with disabilities. Lessee further agrees to provide participants with necessary impairment aids.
- 6.7 Compliance with Laws/Agreement. Lessee shall, in the performance of this Agreement, comply with all applicable federal, state and local statutes, regulations and ordinances. It is specifically agreed that Lessee shall be responsible for commissioning, obtaining and paying the cost of any environmental impact studies required by state or federal law for the use of the Property.

7. DEBTS RELATED TO PROPERTY.

- 7.1 Taxes. Lessee shall pay and discharge all lawful taxes, general, and special assessments, and other legal charges of every description which during the term of this lease may be levied on or assessed against the Property and all interests in the Property and all improvements, leasehold estate and/or other personal property, furniture, or fixtures placed by Lessee in or on the Property and all interest therein and all improvements and other property thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable. Lessee shall pay all such lawful taxes, charges and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Lessee agrees to indemnify and save harmless Lessor from all such taxes, charges and assessments. Provided however, this paragraph shall not be deemed to subject Lessee to any taxes, charges or assessments for which Lessee would not otherwise be liable because of tax exempt status, if any.
- 7.2 Incidental Charges. Lessee shall pay or cause to be paid all incidental charges; such as permit fees, incurred in connection with its operations and use of the Property.
- 7.3 Utilities. Lessee shall pay or cause to be paid all charges for gas, electricity, telephone, water, sewer, rubbish removal, cable, and any and all other utilities used on the Property throughout the term of this lease, including any connection fees. It is further especially understood and agreed that Lessor shall not be liable for any failure of electrical current, gas supply, water supply, or sewerage disposal, or for injury or damage which may be sustained to person or property by Lessee or any other person, caused by or resulting from steam, electricity, gas or water.
- 7.4 Lessee's Right to Contest Taxes. Lessee, at Lessee's cost, shall have the right, consistent with applicable law, to seek a reduction in the assessed valuation of the property, improvements or equipment, or to seek an exemption or to contest any real or personal property taxes (hereinafter

"taxes") that have already been paid by Lessee. If Lessee seeks a reduction or exemption or contests the taxes, the failure on Lessee's part to pay the taxes shall not constitute a default so long as Lessee complies with the provisions of this paragraph.

7.4.1 Proceedings. Lessor shall not be required to join in any proceeding or contest brought by Lessee unless the provisions of any law require that the proceeding or contest be brought by or in the name of Lessor or any owner of the premises. In that case, Lessor shall join in the proceeding or contest or permit it to be brought in Lessor's name so long as Lessor is not required to bear any cost. Lessee, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interests and penalties incidental to the decision or judgment.

7.4.2 Deposit. If Lessee does not pay the taxes when due and Lessee seeks a reduction or contests them as provided in this paragraph, before the commencement of the proceeding or contest, Lessee shall deposit with Lessor an amount sufficient to pay the contested item together with the related interest and penalty as reasonably estimated by Lessor, which amount shall be applied to the payment of the item and related interest and penalty when the amount shall be finally and lawfully fixed and determined. Nothing, however, shall require Lessor to allow the item to remain unpaid for such length of time as shall permit the Property, or any part of the Property, to be sold by or on behalf of the taxing authority for non-payment of the item; and if, at any time, in the judgment of Lessor reasonably exercised, it shall become necessary so to do, Lessor, after notice to Lessee, may under protest, if so requested by Lessee, direct the application of the money so deposited or so much thereof as may be required to prevent the sale or foreclosure of the lien created by the item. If the amount so deposited as aforesaid shall exceed the amount of the payment, the excess shall be paid to Lessee or, in case there shall be any deficiency, the amount of the deficiency shall be promptly deposited with Lessor by Lessee.

8. INDEMNIFICATION AND INSURANCE.

8.1 Indemnification.

8.1.1 General Indemnification. Lessee agrees to indemnify, defend, and hold City, its councilmembers, 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 Lessee 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 Lessee, its agents or employees, or the joint negligence of Lessee 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 Lessee hereunder. Nothing herein shall require Lessee to indemnify, defend or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.

8.1.2 Environmental Indemnification. Lessee agrees to indemnify, defend and hold City and its councilmembers, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by local, state or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Lessee specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA. Lessee shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Lessee regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind. Lessee's indemnification obligations contained herein do not include any claims, damages or liabilities arising from environmental contamination existing on the date of this Lease.

8.1.3 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 Lessee in performing under this Lease.

8.2 Insurance.

8.2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Lessee for the purpose of complying with this Lease.

8.2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

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

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

8.2.1.4 Certificates of Insurance. At or before the time of execution of this Lease, Lessee shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.

8.2.1.5 Lessee's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease. Lessee's obligations are, notwithstanding any policy of insurance, for

the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Lessee to maintain adequate coverage shall not relieve Lessee of any contractual responsibility or obligation.

8.2.1.6 Sublessees' Insurance. Lessee shall cause each Sublessee and Sub-sublessee of Lessee to purchase and maintain insurance of the types and in the amounts specified below. Lessee shall require Sublessees and Sub-sublessees to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each Sublessee and Sub-sublessee.

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

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

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

8.2.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Lessee and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles

licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 500,000.00 Combined Single Limit

- 8.2.2.3 Workers' Compensation and Employer's Liability. Lessee shall maintain Workers' Compensation and Employer's Liability insurance which shall protect Lessee against all claims under applicable 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 be as follows:

Statutory Amount	Workers' Compensation
\$ 100,000.00	Employer's Liability, Each Accident
\$ 100,000.00	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, Lessee qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Lease.

- 8.2.2.4 Commercial Property Insurance. This insurance shall be an all-risk, replacement cost, commercial property insurance equal to the value of all buildings on the Premises. It shall be maintained by Lessee as long as Lessee owns such building(s).

9. DEFAULT/ABANDONMENT OF PROPERTY.

- 9.1 In the event Lessee shall (1) abandon the Property or (2) default in performance of any of the covenants or conditions required herein to be kept and performed by Lessee and such default continues for a period of ten (10) days, Lessor shall have the right to terminate this lease. Lessor will give Lessee thirty (30) days written notice of its intention to terminate the lease, and Lessee will have such thirty (30) days within which to take steps in good faith to cure such default and to provide Lessor with its plans to cure the default and the date by which the default will be cured.

10. REMEDIES.

10.1 Right to Operate Facility. If Lessee fails to provide the improvements required or to use Property as provided in this Agreement Lessor shall have the right to terminate the Lease.

10.2 Cumulative Remedies. All rights, options, and remedies of any party contained in this Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and any 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 Agreement. No waiver of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Agreement.

Any termination of this Agreement shall not relieve any party from the payment of any sum or sums that are due and payable under this Agreement or any claim for damages then or thereafter accruing under this Agreement. Any such termination shall not prevent any party 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 under this Agreement.

11. SURRENDER OF PROPERTY; ABANDONED PROPERTY.

The Property and any improvements including, but not limited to, those constructed by Lessee and any fixtures including, but not limited to, those installed by Lessee, shall become and remain the property of Lessor and shall be retained by Lessor. Lessee shall return said Property and improvements to Lessor in good condition (reasonable wear and tear, acts of nature, or casualties associated with civil disorders or military activities excepted). Provided however, Lessee shall demolish, dismantle, and remove all improvements and debris from the Property, leaving the Property in a condition equal to or better than that which existed at the commencement of this Lease, if Lessor requests such demolition and removal within ninety (90) days after the termination of this Lease. Lessee agrees to promptly and peacefully deliver possession of the Property and all improvements and fixtures to Lessor upon termination of this lease. All items of personal property, including furniture, machinery and equipment remaining in or on the Property after the expiration of ninety (90) days following the termination of this lease shall be deemed abandoned by Lessee and shall become the property of Lessor.

12. MISCELLANEOUS.

12.1 Invalid or Illegal Provisions. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intent of the parties that the remainder of this Lease shall not be affected. It is also the intent of the

parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there are added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.

- 12.2 Easements and Restrictions. Lessee takes this Lease Agreement and the Leased Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances, and regulations of competent governmental authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.
- 12.3 Terms of the Essence. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE THE LESSOR, AT ITS OPTION, TO TERMINATE THIS LEASE BUT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF PARAGRAPH 9.1 ABOVE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.
- 12.4 Reimbursement of Lessor's Expenses. Lessee shall pay on demand all of Lessor's expenses including, but not limited to, attorney's fees and court costs incurred in enforcing any of Lessee's obligations under this lease, which include, but are not limited to, collection of annual rental fees and collection of utility payments, taxes, and other legitimate assessments.
- 12.5 Force Majeure. 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 nature, 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.
- 12.6 Notices. Any notice or demand that either party desires or is required to be given by this Lease Agreement shall be in writing and shall be deemed sufficient if sent by United States certified mail, return receipt requested, postage prepaid to the following:

If to Lessor: City of San Angelo
P.O. Box 1751
San Angelo, Texas 76902
Attn: Park Superintendent

If to Lessee: Eggemeyer's, Inc.
35 East Concho Ave.
San Angelo, Texas 76903
Attn: Eric Eggemeyer

- 12.7 Amendments. No modification of this Lease shall be binding unless it be in writing and executed in due form by all of the parties hereto. Furthermore, Lessee takes this Lease Agreement and the Property subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances, and regulations of competent governmental authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.
- 12.8 Relationship of Lessor and Lessee. The relationship between Lessor and Lessee at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.
- 12.9 Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease Agreement.
- 12.10 Interpretation. This agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.
- 12.11 Hold Over. It is distinctly understood and agreed by and between the Lessor and the Lessee that any holding over by Lessee of the herein demised Property after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor.
- 12.12 Entire Agreement. The Lease Agreement constitutes the entire agreement between the parties hereto, and Lessor is not bound by any agreement, stipulation or representation made by any agent, employee, or official of Lessor.

EXECUTED in duplicate originals on this the 19th day of July, 2005.

LESSOR
CITY OF SAN ANGELO, Texas

ATTEST:

By:

Kathy Keane
Kathy Keane, City Clerk

By:

Joseph W. Lown
Joseph W. Lown, Mayor

THE STATE OF TEXAS
COUNTY OF TOM GREEN

§
§

This instrument was acknowledged before me on the 19th day of July, 2005, by Joseph W. Lown, as Mayor of the City of San Angelo, a Texas home rule municipal corporation, on behalf of said corporation.



Kathy A. Keane
Notary Public, State of Texas

LESSEE:
Eggemeyer, Inc.

Eric Eggemeyer
By: Eric Eggemeyer
Its: Secretary

THE STATE OF TEXAS
COUNTY OF TOM GREEN

§
§

This instrument was acknowledged before me on the 31st day of August, 2005, by Eric Eggemeyer, as Secretary of Eggemeyer, Inc., a Texas corporation, on behalf of said corporation.



Deborah Michalewicz
Notary Public, State of Texas

FIELD NOTES

15,002 Square Feet

August 2, 2005

05-A-0171

Being an area of 15,002 square feet of land out of and a part of Lot 8, 9 and 13, Block D, Village of St. Angela, also known as Main Part, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume B, Page 271, Deed Records of Tom Green County, Texas and said 15,002 square feet tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap set for the west northwest corner of this tract in the west line of said Lot 8 and being 20.50 feet S. 20° 21' 12" E. from the northwest corner of said Lot 8 and said beginning corner also being in the east line of South Oakes Street and also being the west southwest corner of that certain 20.5 feet strip described and recorded in Volume 1134, Page 428, Official Public Records of Real Property of Tom Green County, Texas;

Thence with the south line of said 20.5 feet strip and the westerly north line of this tract, N. 69° 38' 48" E. at 100.00 feet pass the common line of said Lot 8 and 9, in all a total distance of 120.50 feet to a ½" iron rod with cap set for an ell corner of this tract and the southeast corner of said 20.5 feet strip;

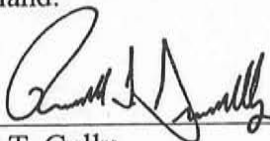
Thence with the east line of said 20.5 feet strip and northerly west line of this tract, N. 20° 21' 12" W. at 20.5 feet pass the common line of said Lot 9 and 13, in all a total distance of 101.68 feet to a ½" iron rod with cap set for the north northwest corner of this tract;

Thence with the northerly line of this tract, N. 69° 38' 48" E. 45.00 feet to a ½" iron rod with cap set for the northeast corner of this tract;

Thence with the east line of this tract, S. 20° 21' 12" E. at 81.18 feet pass the common line of said Lot 13 and 9, in all a total distance of 164.68 feet to a ½" iron rod with cap set for the southeast corner of this tract;

Thence with the south line of this tract, S. 69° 38' 48" W. at 65.50 feet pass the common line of said Lot 9 and 8, in all a total distance of 165.50 feet to a ½" iron rod with cap set for the southwest corner of this tract and being 16.50 feet N. 20° 21' 12" W. from the southwest corner of said Lot 8;

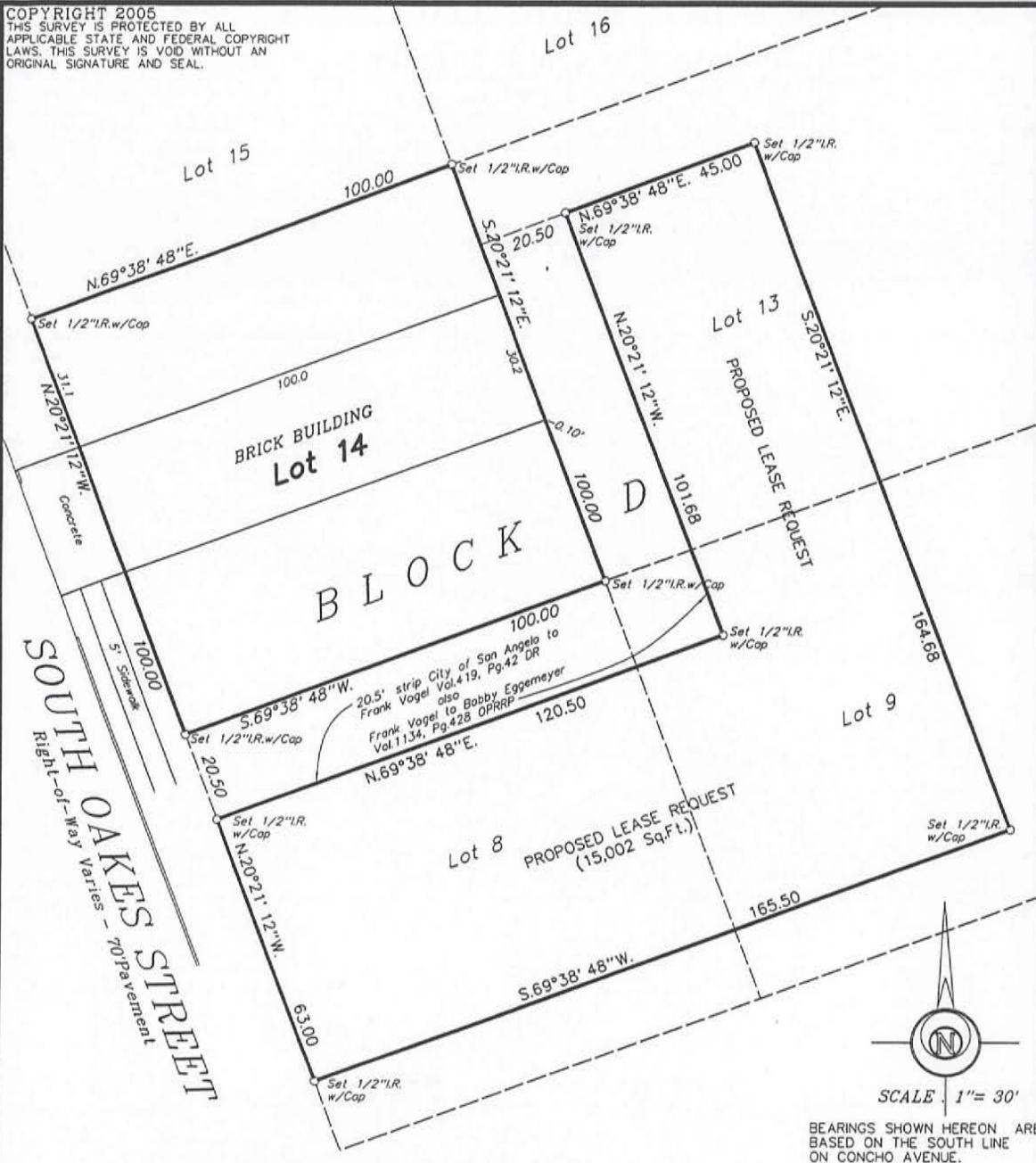
Thence with the west line of this tract and said Lot 8 and the east line of said South Oakes Street, N. 20° 21' 12" W. 63.00 feet to the place of beginning and containing an area of 15,002 square feet of land.



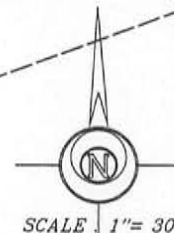
Russell T. Gully
Registered Professional Land Surveyor No. 5636



COPYRIGHT 2005
THIS SURVEY IS PROTECTED BY ALL
APPLICABLE STATE AND FEDERAL COPYRIGHT
LAWS. THIS SURVEY IS VOID WITHOUT AN
ORIGINAL SIGNATURE AND SEAL.



*This map
not to scale.*



BEARINGS SHOWN HEREON ARE
BASED ON THE SOUTH LINE
ON CONCHO AVENUE.

**PLAT SHOWING A SURVEY OF LOT 14, BLOCK D, VILLAGE OF
St. ANGELA aka MAIN PART, CITY OF SAN ANGELO,
TOM GREEN COUNTY, TEXAS.**

**As per plat recorded in Vol. B, Pg. 271, Deed Records of Tom
Green County, Texas.**

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

This survey is prepared for the exclusive use and benefit of the parties listed.
Use of this survey by a third party may not be transferred of assigned.

Surveyed on the ground December 18, 2003.
REVISED 02/03/2005 to show 20.5' strip.
REVISED 02/08/2005 to show proposed lease request

Russell T. Gully

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636





City Council

April 21, 2020





Lease of some Bart DeWitt Park property to Eggemeyer, Inc.

- Lease dates to July 2005.
- Term expired August 2010.
- Lease has continued under a month-to-month hold over clause.
- In 2015, City Council directed staff to negotiate a new lease with a non-profit organization.
- Howard Taylor helped establish this entity in 2016.



Lease of some Bart DeWitt Park property to Eggemeyer, Inc.

- This new entity has since dissolved.
- Eggemeyer, Inc. has failed to open the leased premises as an outdoor historical agricultural museum, as required by the lease terms.
- Eggemeyer, Inc. is in default and the City has failed to realize a public benefit in leasing the site.
- We seek termination of the lease and/or direction from City Council.





City Council

April 21, 2020



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lance Overstreet, City Engineer, Engineering Services, 325-657-4201

Meeting Date: April 21, 2020

Item type: Regular Item

Caption:

Consider approving a Change Order to the contract with Reece Albert, Inc. under RFB ES-02-18 in the amount of \$123,164.85 for additional pavement repair on the Bell St. project and authorizing the City Manager to execute all related documents (Presentation made by City Engineer Lance Overstreet)

Summary/History:

Engineering is requesting a change order approval that would modify the original Contract, No additional funds are being requested towards the project.

Reason for the change is during the initial design and bid the pavement repair quantity bids only included repair of pavement where streets were damaged, as a result of the water and sewer relocation. City Engineering and Reece Albert have found that there are several sites where the relocation of the lines from the street to behind the curb have impacted parking areas and drives along or near adjacent business, that need to be repaired.

This repair would include modifying Phase 1 bid item 5-32 by adding \$13,450.50 and Phase 3 Bid Item by \$109,714.35 for a total of contract change of \$123,164.85

Engineering is currently in communication with the Engineering firm of record regarding this oversight.

Financial Impact:

There is adequate contingency in the current project to fund and cover this change order item.

Other Information/Recommendation:

Approve change order for ES-02-18 to Reece Albert Inc.

Attachments:

1. CC Presentation (2020-04-21) Bell St. change order CC Presentation (2020-04-21) Bell St. change order.pptx

Presentation:

Approvals/Reviews:

Lance Overstreet
Theresa James
Nolan Sosa
Tina Dierschke
Theresa James

Created/Initiated
Approved
Approved
Approved
Approved

Julia Antilley

Final Approval



Bell St. Change Order

April 17, 2020



Bell St. Sample area of pavement Repair





Bell St. Change Order

Questions?



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325.657.4210

Meeting Date: April 21, 2020

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance approving an amendment to the Master Thoroughfare Plan to remove or relocate a future minor arterial street being the westward extension of Lake View Heroes Dr. between N. Chadbourne St. and Grape Creek Rd. (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

The City of San Angelo is considering amending its Major Thoroughfare Plan (MTP) component of the San Angelo Comprehensive Plan to remove or relocate a future minor arterial street, being the west extension of Lake View Heroes Drive. A recent subdivision plat request triggered a review of the existing arterial location. After consulting with Staff and relevant agencies, and research of current and projected development, proposed alternate routes and a preferred option were identified.

Planning Staff presented five alternatives to the Commission after discussions with City departments, San Angelo MPO, and County Commissioner Bacon:

- Option 1: Remove
- Option 2: Leave as is
- Option 3: "Preferred Alternative": Relocate northward past properties that abut the north side of West 49th Street
- Option 4: Upgrade Cauley Lane from Collector to an Arterial Street
- Option 5: Move to West 49th Street

After reviewing all alternatives, City Staff remain in favor of Option 3.

Financial Impact:

There is no immediate fiscal impact. Construction of streets like this generally occur as a result of development in the area and the costs are borne by the developers of the property. Any future obligation for construction by the City would be at the discretion of the City Council, but is not part of this action.

Other Information/Recommendation:

On March 16, 2020, the Planning Commission recommended APPROVAL of Option 1 to REMOVE the future arterial road between North Chadbourne Street and Grape Creek Road in the Master Thoroughfare Plan. The motion carried 4-2, with Chair Stribling and Commissioner Uherik voting in opposition.

Attachments:

- | | | |
|----|--|--|
| 1. | Staff Report (MTP Amendment_W of Lake View Heroes) | Staff Report (MTP Amendment_W of Lake View Heroes).pdf |
| 2. | Ordinance (MTP Amendment_W of Lake View Heroes) | Ordinance (MTP Amendment_W of Lake View Heroes).docx |

3. CC Presentation (2020-04-21) MTP Amendment CC Presentation (2020-04-21) MTP Amendment.pptx

Presentation:

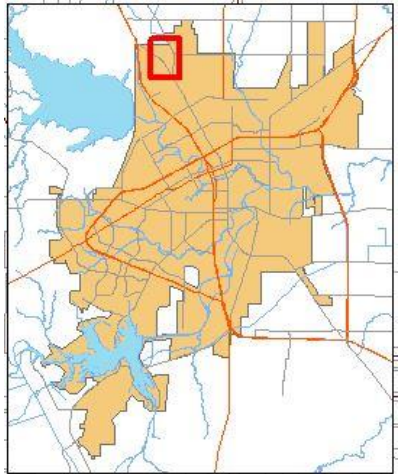
Jon James

Approvals/Reviews:

Jeff Fisher	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

CITY COUNCIL – April 21, 2020
STAFF REPORT



APPLICATION TYPE:		CASES:	
Master Thoroughfare Plan Amendment		Lake View Heroes Drive (west extension)	
SYNOPSIS:			
The City of San Angelo is considering amending its Major Thoroughfare Plan (MTP) component of the San Angelo Comprehensive Plan to remove or relocate a future minor arterial street, being the west extension of Lake View Heroes Drive. A recent subdivision plat request triggered a review of the existing arterial location. After consulting with Staff and relevant agencies, and research of current and projected development, proposed alternate routes and a preferred option were identified (see Analysis and Recommendation).			
LOCATION:			
Generally located north of West 49 th Street between North Chadbourne Street and Grape Creek Road.			
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	DISTANCE:
Riverside Neighborhood SMD #2 – Tom Thompson	R&E – Ranch and Estate CG/CH – General Commercial/ Heavy Commercial	R- Rural NC - Neighborhood Center	0.54 miles
THOROUGHFARE PLAN:			
Arterials require 80-foot right-of-way and 64 feet of pavement width (See Attached Map)			
NOTIFICATIONS:			
The Planning Division mailed notifications to all property owners abutting or within 50 feet of the existing future minor arterial road, and the proposed alternate routes. A total of 66 owners were mailed. Nine letters were received (see Public Comments section for more information).			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Master Thoroughfare Plan (MTP) Amendment, relocating the future minor arterial street northward past the properties that abut the north side of West 49th Street; identified as “Option 3” in the Staff Report.			
PETITIONER:			
City of San Angelo			
STAFF CONTACT:			
Jeff Fisher, AICP Principal Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Background:

On May 24, 1994, City Council adopted a working draft of a Master Thoroughfare Plan prepared by Barton-Aschman Associates, Inc., which formed a basis for the adoption in 2003 and update in 2009, of a Master Thoroughfare Plan (MTP) component of the City's Comprehensive Plan. The working draft proposed a future minor arterial road in a west-east direction along what is now West 49th Street from North Chadbourne Street to Highway 208. The portion between Grape Creek Road and Highway 208 was built, but the remainder, a 0.54-mile stretch between North Chadbourne Street and Grape Creek Road was not and remains a future minor arterial.

The 2003 Comprehensive Plan (still in effect) adopted a slightly different route, with this extension running in a direct line west of Lake View Heroes Drive, eventually curving in a southwest direction close to and connecting with North Chadbourne Street. This has the future street encroaching through the rear yards of various residential properties that front onto 49th Street and would require condemnation if built in this location. Staff has therefore considered several alternate routes, as well as an option to remove the proposed minor arterial without replacement.

As part of its MTP review of this area, Staff examined:

- Existing development in the area;
- Projected development and the demand on the existing street network;
- Existing zoning and future land use trends;
- Potential condemnation, relocation of buildings, structures, fences and other appurtenances
- Proposed alternate routes based on the above considerations

Proposed Options and Agency Comments:

Planning Staff circulated this proposal to City departments and relevant external agencies for comments. This include Engineering Services, Operations, San Angelo MPO, and the County Commissioner for this area, Rick Bacon. A rationale, including agency and department comments, preferred alternative, and pros and cons of each, is outlined below:

Option 1: Removal

The San Angelo MTP component of the Comprehensive Plan states that there should be between ½ and 2 miles between minor arterials, and removal of this portion would comply because the distance between North Chadbourne Street and Grape Creek Road is only ½ mile. However, the MPO and Operations indicated that they want to maintain an east-west arterial between these streets to accommodate future growth in the northern part of the City. In addition, Engineering Services has indicated that this arterial will serve to connect to the industrial park, landfill, and water tower as well as carry commercial and residential traffic quickly from Grape Creek to Chadbourne Street and eventually to U.S. Highway 87. It would also assist in alleviating traffic congestion after major events in the area, including at the Coliseum. Currently, the offset (dead-end) at Lake View Heroes requires traffic to turn north onto Grape Creek Road, then west to FM 2105 to access Highway 87. Engineering, Operations, Planning, and the MPO all agreed it is not be beneficial to place additional traffic onto FM 2105, a county road. Having a straight, direct connection would also improve traffic safety, increase traffic efficiency, and reduce travel time.

Option 2: Leave as is

Leaving the proposed arterial in its current location preserves the only direct east-west arterial connection from U.S. Highway 87 to Grape Creek Road, between FM 2105 and East 40th Street, a span of almost 2 miles. However, maintaining this route creates several problems given that most of this area consists of rural residential homes. Condemnation of the required 80 feet of right-of-way in the middle of these properties; removal of houses on 4919 and 4923 Grape Creek Road, and 440 West 49th Street, and an accessory structure at 4852 North Chadbourne Street; and relocation of rear yard accessory structures located within the future right-of-way.

***Option 3 – “Preferred Alternative”: Relocate northward past properties that abut the north side of West 49th Street**

All of the departments and agencies who commented selected this option as the preferred alternative or had no objections. Under this option, Lake View Heroes would still be extended in a straight line past the first two properties on the west side of Grape Creek Road, but would then s-curve and extend westward behind the properties abutting the north side of West 49th Street (see attached maps). This provides a dual advantage of maintaining a connection to U.S. Highway 87 between Chadbourne and Grape Creek Road, and eliminates the issue of encroaching through the middle of properties and condemning more buildings and structures. There would still be the issue of removal of one or two of the homes on 4919 and 4923 Grape Creek Road, but creating an S-curve in a northwest direction would ensure that the full 80-feet of right-of-way for the street would begin north of the properties abutting West 49th Street, reducing further encroachments and condemnation issues. At its west end, this future arterial would extend northwest to Chadbourne Street, providing an efficient, direct connection. These s-curves would be designed to engineering design principles and can be beneficial to traffic safety by reducing travel speed.

Option 4: Upgrade Cauley Lane from Collector to an Arterial Street

Initially, this appeared as a potential option given that Cauley Lane has already been built (as a Collector) and could be upgraded as opposed to being built anew. However, after further research, Engineering Services, Planning Staff, and the MPO are opposed to this option. This option would result in an undesirable intersection alignment near N Chadbourne Street. It would also maintain the situation of vehicles still having to travel north on Chadbourne Street, and would require relocation of front yard fences and electric poles of residential properties. Utilizing Option 3 would improve traffic flow and reduced congestion of making multiple turns, an important consideration given the possibility of a future Interstate connection north of this area.

Option 5: Move to West 49th Street

This was the original proposed route of the arterial as outlined in the consultant report to Council in 1994. There are several problems with this option. As with Option 4, it would require removal or relocation of existing front yard fences and relocation of existing electrical poles, but would also require condemnation of 20-25 feet of-way on either side to reach required 80 feet because the current right-of-way is only 30 feet wide. As a result, 15 homes would need to be removed, as opposed to only one or two under preferred option Option 3.

Public Comments: Of the 66 notices mailed, 10 responses were received as follows (see attached):

- 5 letters were received in opposition to Option 4;
- 1 letter was received in support of Options 1, 2, or 3
- 1 letter was received in support of Option 1
- 1 letter was received in support of Option 3
- 2 letters were received in support of Option 5

Planning Commission Recommendation:

On March 16, 2020, the Planning Commission recommended **APPROVAL of Option 1 to REMOVE the future arterial road** between North Chadbourne Street and Grape Creek Road in the Master Thoroughfare Plan component of the San Angelo Comprehensive Plan. The following is the complete excerpt of the draft minutes from the December 16, 2019, meeting for this case:

Jeff Fisher, Principal Planner, presented the proposed Master Thoroughfare Plan Amendment. He explained that while public notification was not required, property owners adjacent and within 50 feet of the existing route and alternative routes were notified. He explained that the original 1994 Thoroughfare Plan had the future arterial road extending directly along 49th Street, but that this was later changed to the current location extending from Lake View Heroes Drive which is over half a mile long. He explained that this future arterial once built can carry east-west traffic along the extension of Lake View Heroes from Grape Creek Road to North Chadbourne Street and U.S. 87. Mr. Fisher further indicated that relevant City departments including Operations and Engineering were circulated, including the MPO and County Commissioner Rick Bacon. Of the 66 mailed notices sent, he indicated that one letter was received in favor for Option 5, and three were received opposed to Option 4.

Mr. Fisher then outlined the alternatives for the Commissioners, including Staff's preferred Option 3 which would extend the arterial northward behind the rear of the lots that extend north of West 49th Street. He explained that Option 1 to remove the arterial altogether was not preferred because there was consensus that this arterial was needed to accommodate future growth at the north end of the City, and connect between Grape Creek Road and North Chadbourne Street. Mr. Fisher explained that Option 2 would require taking 80 feet of right-of-way in the middle of the properties on the north side of 49th Street, and removal of several homes and accessory structures located in this area. He then outlined the preferred Option 3 which would shift the arterial past the first few properties northward to align behind the rear of the lots on the north side of 49th Street. Mr. Fisher explained how this would avoid taking right-of-way in the middle of the properties and avoid encroaching into existing homes and structures located to the rear of these lots. He explained that this option had the support of City Staff, the MPO, and Commissioner Bacon. Finally, Mr. Fisher discussed the last two options and Staff's opposition to them. This included opposition to Option 4 to upgrade Cauley Lane into an arterial, which would require multiple turns and elimination of a direct route between Chadbourne Street and Grape Creek Road, and

opposition to Option 5 to extend along 49th Street which would eliminate large portions of the front of properties and removal of homes.

Mr. Fisher concluded his presentation by explaining to the Commissioners and public that there is no timeline on when this future arterial would be built, and that this request was triggered by a property owner on West 49th Street who was replatting his lot and realized the current future arterial road would cut through the back of his property.

Hillary Bueker, Planning Manager, explained that the purpose of this presentation is to give the Commissioners several options to review, and to obtain their recommendations for Council.

Chair Stribling opened public comment.

Mr. Wayne Grothe of 4852 North Chadbourne Street, asked how wide the road would be under Option 3.

Mr. Fisher responded it would be 80 feet wide and start behind the properties that are north of West 49th Street.

Mr. Grothe expressed concerns the right-of-way would go through his water well. He expressed opposition to Options 1 and 2 which would wipe out his pecan trees.

Mr. Jon James, Planning and Development Services Director, explained that all of the property for the new road would be north of the fence line and not take his property.

Mr. Bueker indicated that we don't know the precise location of the road and we don't know when this will happen.

Mr. Grothe explained that he would not be against Option 4, moving the road to Cauley Lane.

Mr. Marvin Grothe of 4854 North Chadbourne Street, expressed concerns with Option 3 that would bring traffic through the rear of his property. He is opposed to this option.

Chair Stribling indicated the proposal could change again and that there is no timeframe on when this will be done.

Mr. Clint Harrison, who resides on the north side of 49th Street indicated that he was in favor of Option 1 to remove the future arterial in its entirety. He did want anyone's property to be disrupted.

Mr. Dwain Morrison, who lives on Cauley Lane, indicated that he was in favor of Option 3. He explained that this would assist in particular with rodeo traffic. He would be in favor

with a portion on the properties facing West 49th Street and those to the north so that one set of owners were not burned with losing all of the land.

Ms. Mitzi Harper of 435 Cauley Lane explained that her and her husband Dayton Harper who also came to the podium, were in support of Option 3 as moving the arterial to Cauley Lane would require them to remove their fence, water well, and a part of their land. Mr. Harper indicated he would prefer to split any properties between the north and south if necessary.

Chair Stribling closed public comment.

Chair Stribling acknowledged traffic congestion for large events and that it would be ideal to have a road that can connect to Chadbourne Street from the properties in the area.

Mr. Fisher indicated that whichever choice is made, it will not be a perfect situation, but that Staff is willing to find a solution to accommodate the affected residents.

Chair Stribling asked Staff to examine taking properties from both sides of the street from a condemnation standpoint.

Ms. Bueker indicated that City Council will make the ultimate decision but that Staff wanted the Commission to provide their thoughts.

Commissioner Brooks made a motion to recommend APPROVAL of Option 1 to REMOVE the future arterial road between North Chadbourne Street and Grape Creek Road in the Master Thoroughfare Plan component of the San Angelo Comprehensive Plan. Commissioner Self seconded the motion. The motion carried 4-2, with Chair Stribling and Commissioner Uherik voting against.

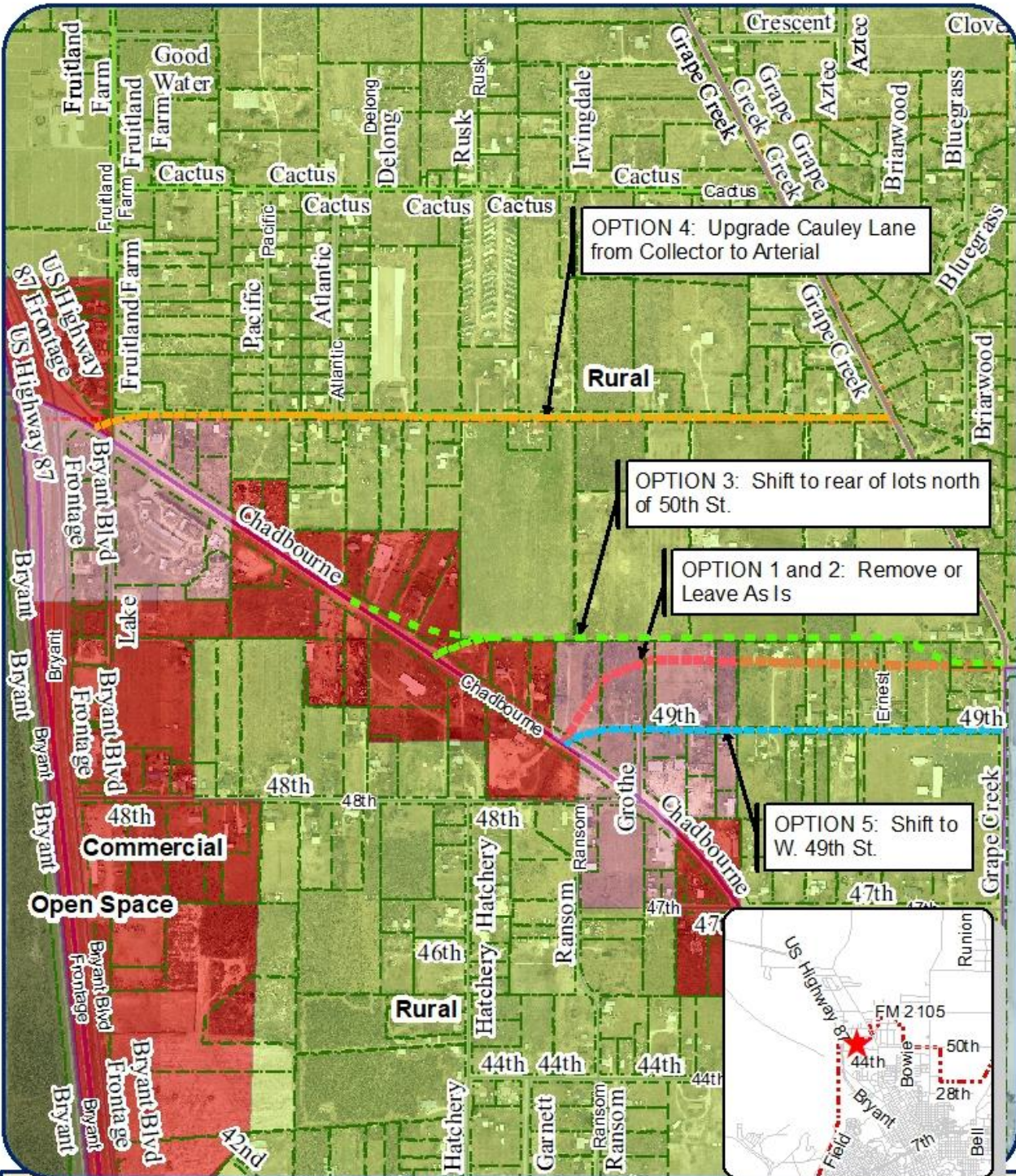
Recommendation:

Staff's recommendation is for City Council to **APPROVE Option 3** of the proposed **Master Thoroughfare Plan (MTP) Amendment**, relocating the future minor arterial street northward past the properties that abut the north side of West 49th Street; identified as "Option 3" in the Staff Report.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Zoom-Out Map
Response Letters





Master Thoroughfare Amendment (MTP)

COSA: W. of Lake View Heroes Dr.

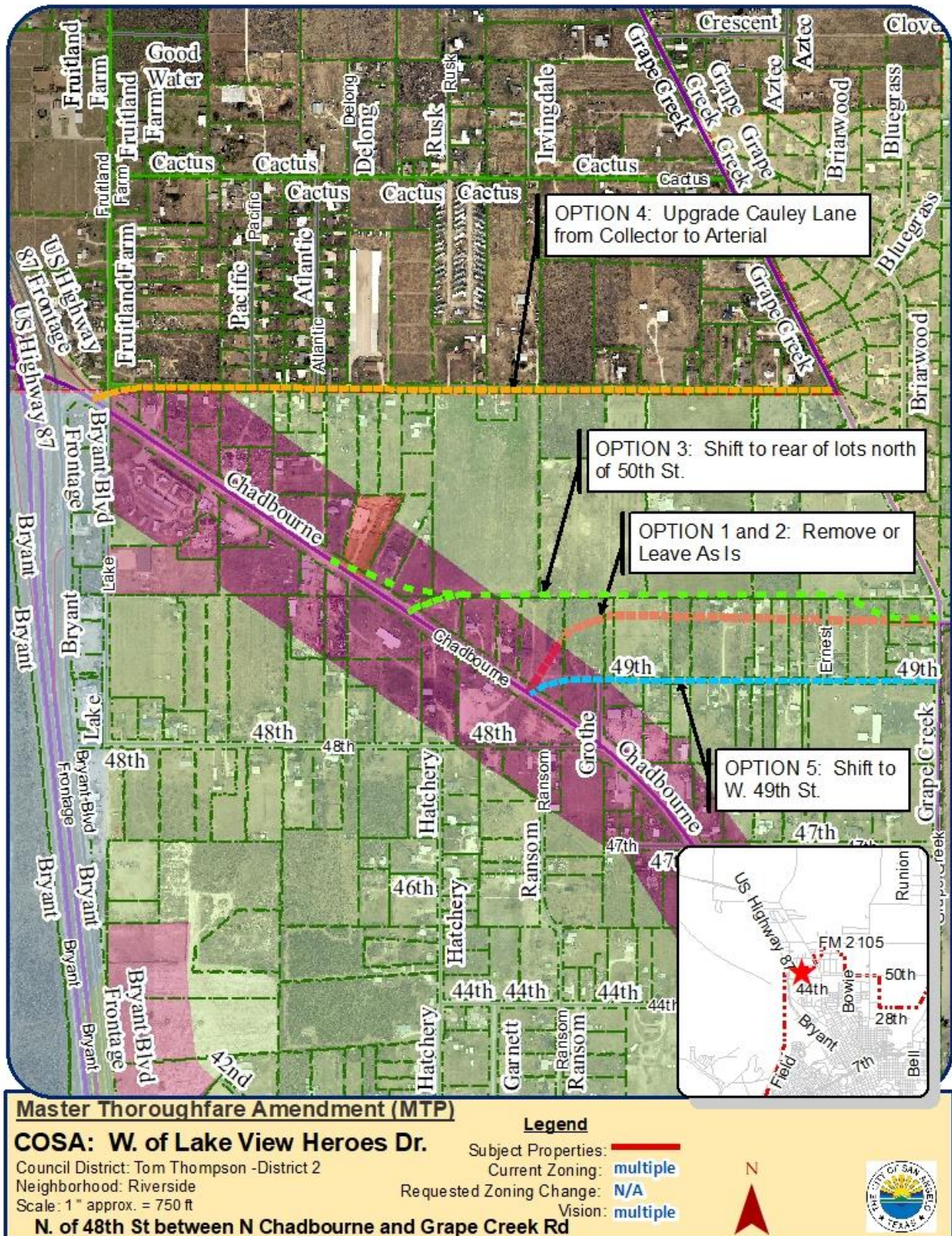
Council District: Tom Thompson -District 2
Neighborhood: Riverside
Scale: 1" approx. = 750 ft

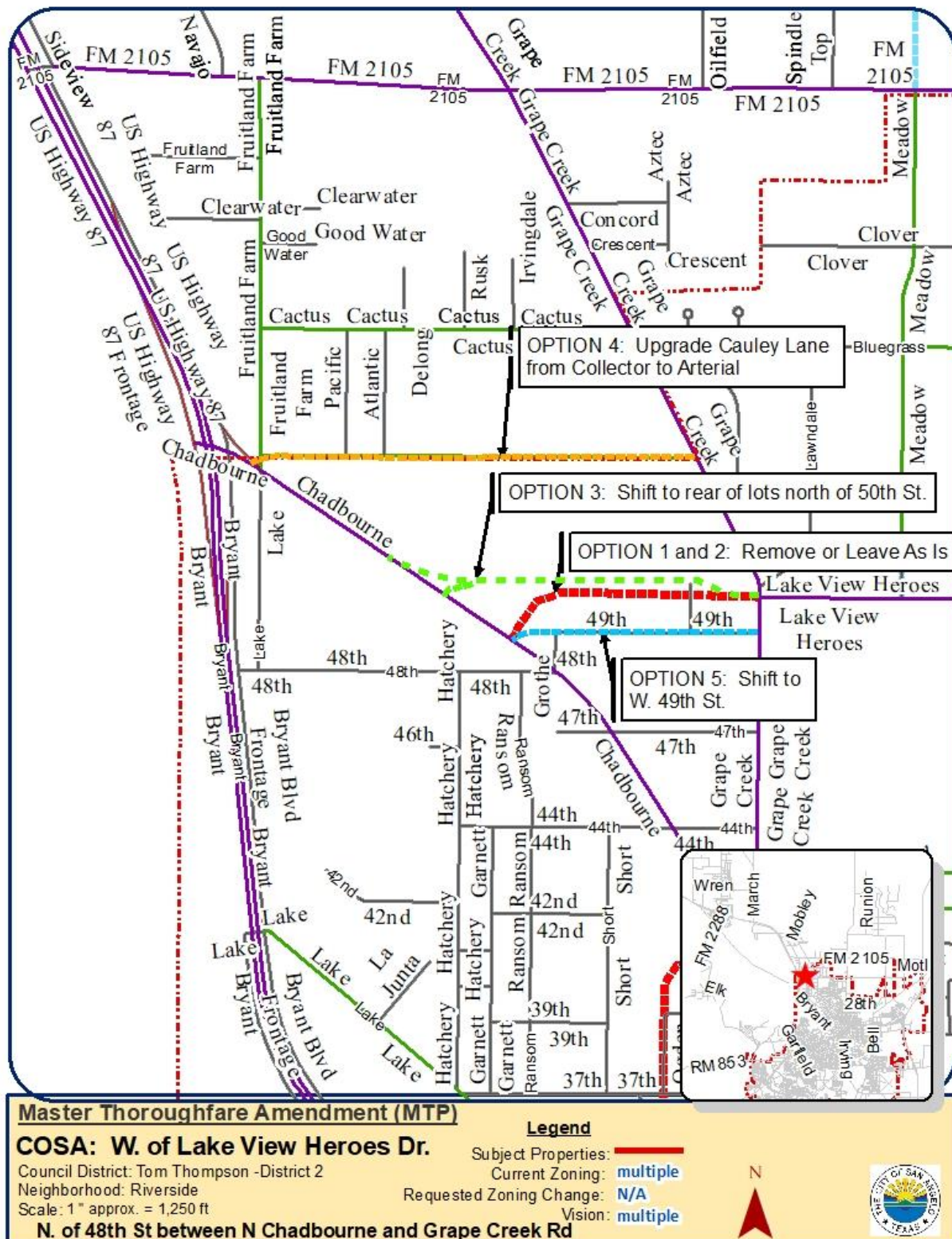
Legend

Subject Properties: multiple
Current Zoning: N/A
Requested Zoning Change: Vision: multiple

N. of 48th St between N Chadbourne and Grape Creek Rd







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

() IN FAVOR (X) IN OPPOSITION

REASON(S) My name is Raymond Anderson
and I am the owner of Hog Creek Trailers
at 5260 N. Chadbourne. It is my opinion
if you choose option 4: Cauley Lane to
extend 50th Street, the amount of land
taken from my property would put me
out of business. If this were to happen I would
expect compensation for the land and the
loss of my business.

NAME: RAYMOND ANDERSON - HOG CREEK TRAILERS, LLC

ADDRESS: 5260 N. CHADBOURNE
SAN ANGELO, TEXAS 76903

SIGNATURE: Raymond E Anderson

Master Thoroughfare Plan (MTP) Amendment: City of San Angelo

property owner number: 10

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

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

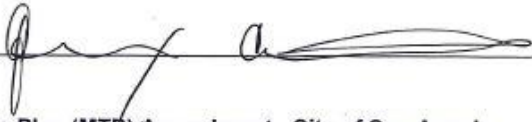
() IN FAVOR

(✓) IN OPPOSITION

REASON(S) Don't want the increased traffic
having children + grandchildren that ride
there bikes. Don't want the increased
speed limit! plus the cost increase of
our taxes due to improvements.
We've already had one incident
when a oversized truck pulled
power lines out and pulled lines
out of houses dropped 2 power lines
into neighbors fence. Don't want or need
the increased traffic. Please go with option leave as is!!

NAME: James Christensen

ADDRESS: 921 Cauley Ln.
San Angelo TX 76903

SIGNATURE: 

Master Thoroughfare Plan (MTR) Amendment: City of San Angelo

property owner number: 16

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() IN FAVOR () IN OPPOSITION

REASON(S)

Opposed to Option 4
I do not want the semi-rural atmosphere altered.

NAME: P.J. Cyphers

ADDRESS: 629 Carley Lane
San Angelo, TX 76903

SIGNATURE: Patience V. Cyphers

Master Thoroughfare Plan (MTP) Amendment: City of San Angelo

property owner number: 21

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

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() IN FAVOR

(X) IN OPPOSITION

REASON(S) When it rains water runs down all
of the streets north of Canby Lane.
We live on the corner of Fruitland Farm
and Canby Lane. The water turns off
of Fruitland & runs east through my
Driveway to Canby Lane.

NAME:

Ronald G Gray

ADDRESS:

1102 Canby Lane

76903

SIGNATURE:

Ronald G Gray

Master Thoroughfare Plan (MTP) Amendment: City of San Angelo

property owner number: 30

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

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() IN FAVOR (✓) IN OPPOSITION

REASON(S) In opposition to option 4 - we have way
more traffic & it would only increase - P.D. & S.O.
do not issue tickets to speed now & when you
phone them you just get the run around on why
they can't issue tickets - I think you the City need
to forget the whole thing cause you the City can't
fix the streets & road way you have now

NAME: Billy Jackson

ADDRESS: 5302 ATLANTIC Rd
SAN ANGELO, TX. 76903

SIGNATURE: Billy Jackson

Master Thoroughfare Plan (MTP) Amendment: City of San Angelo

property owner number: 41

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

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() IN FAVOR (X) IN OPPOSITION

REASON(S) I am opposed to option 4 & option 5

Both Streets are Residential and the streets would not handle the kind of traffic that the change would bring. The total distance between property lines on Canley Lane is around 60ft. To widen the street would place it to close to the property line. There is 2 water lines, 1 Atmos Gas line and a Frontier Communications line that would have to be relocated on Canley Lane.

Option 1-3 would be the logical choice

NAME: GARY YOUNG

ADDRESS: 414 Canley Lane

SIGNATURE: 

Master Thoroughfare Plan (MTP) Amendment: City of San Angelo

property owner number: 606

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

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() IN FAVOR

(☒) IN OPPOSITION

REASON(S)

Option # 2 - leave as is with no
future road at all

NAME: Roderick & Marguerite Wilhelm

ADDRESS: 440 W 49th St.
San Angelo, TX 76903-1308

SIGNATURE: Roderick K. Wilhelm Marguerite G. Wilhelm

Master Thoroughfare Plan (MTP) Amendment: City of San Angelo

property owner number: 103

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

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AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(✓) IN FAVOR

() IN OPPOSITION

To
Cauley
Lane
option

REASON(S)

In favor of Option 3

NAME: Mitzi Harper

ADDRESS: 435 Cauley Lane
San Angelo, TX 76903

SIGNATURE: Mitzi Harper

Master Thoroughfare Plan (MTP) Amendment: City of San Angelo

property owner number: 50

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

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AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

☒ IN FAVOR ☒ IN OPPOSITION
REASON(S) Red Highlighted Road: Opposed.

Option 1+2
Option 5- Blue Highlighted Road:

In favor (Not Opposed)

See Letter Enclosed:

NAME: Luisa N. Grothe (Teresa Grothe)

ADDRESS: 4899 Grothe St.
San Angelo, TX. 76903

SIGNATURE: Luisa Grothe

Master Thoroughfare Plan (MTP) Amendment: City of San Angelo

property owner number: 34

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

Attn: Planning Division
City of San Angelo
521 W College St.
San Angelo, TX 76903

Response to road in Red extending
from 50th Street : Option 1 & 2:

Answer: Opposed.

I am writing in response to
your notes + map mailed to me
on March 4, 2020. Collect me if
I am wrong but according to the
map and everything I have read.

You, Mr. Jeff Fisher, are planning
on building more roads with one
of them running through a home
right across from 50th Street going
through it and it definitely doesn't
need destroyed as far as I know.
It's a good home and the old
homey shed goes well does not
need destroyed. It's a well kept
and maintained structure that
can be used for many years to come.

on my property for food. I know ²
it has been awhile since I have
had some, but I plan on
starting a herd again soon or
rent it out to someone who
can. Your road would destroy
my good fence and other good
we can not afford replacements.
Vehicles and animals do not mix.

Response to Option 5 on the map:
Answer: Not Opposed (in favor)
4th Street needs repaired and
extending it across the front of
my property and seeing left to
N. Chadbourne would give my one
approved RV space rather personal
space and access to a public road

③

Sincerely,
Deresa N. Gatto

Property Owner at the corner of
14th & Gatto.

(Lot marked Gatto on the map)

Suggestion: How about add sidewalks
to N. Chadbourne instead or
in addition to blue highlighted
road improvements,

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

(☒) (IN FAVOR) () IN OPPOSITION
REASON(S) (OPTION 5)

Looks like Option 5 would be the best way to go. You could improve W. 49th St with curbs, sewer line, and extending it on over to N. Chad.

NAME: Charles Nete

ADDRESS: 423 W. 49th St. 76903

Ph: (325) 456-4211

SIGNATURE: C. Nete

Master Thoroughfare Plan (MTP) Amendment: City of San Angelo

property owner number: 49

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS AMENDING THE MASTER THOROUGHFARE PLAN AND MAP OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of San Angelo is a Home Rule municipal corporation operating under a municipal charter adopted as authorized by Article XI, Section 5 of the Texas Constitution; and,

WHEREAS, in 2003, pursuant to the authority under Chapter 213 of the Texas Local Government Code, the City of San Angelo adopted a Comprehensive Plan for promoting the long range sound development of the City and promoting public health, safety and welfare, updated in 2009 with the adoption of a strategic plan; and,

WHEREAS, the Comprehensive Plan includes the Master Thoroughfare Plan (MTP) and map; and,

WHEREAS, the City Planning and Development Services Department has examined removing, relocating, or maintaining the existing route of a future minor arterial road approximately 0.54 miles in length from its east end at Lake View Heroes Drive and Grape Creek Road to its west end at North Chadbourne Street in order to provide for improved public safety, traffic efficiency, and to accommodate for future growth in north San Angelo; and,

WHEREAS the City Planning and Development Services Department has conducted an analysis of existing and projected future development in the area; demand on the existing street network; existing zoning and future land trends; potential land acquisitions; the relocation of buildings, structures, and utilities; and proposed alternate routes for the subject arterial road; and,

WHEREAS the City Planning and Development Services Department has consulted with other relevant City departments, the County Commissioner for this area, and the San Angelo Metropolitan Planning Organization (SA-MPO); and,

WHEREAS on March 16, 2020, a public meeting was held at the Planning Commission to provide the public an opportunity to comment on the proposed amendment; and, and after holding said public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council that the MTP be amended to remove the future arterial road; and,

WHEREAS, as a result of its analysis the City Planning and Development Services Department proposes amendment to the MTP and map as set forth in Exhibit "A" to this Ordinance, necessary to achieve connectivity to existing and proposed roadways and access to all parcels that will aid in orderly development; and,

WHEREAS, proper notice of public hearing upon this ordinance has been posted in accordance with applicable law and City Council has conducted the necessary public hearing thereon;

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

Section 1 The recitals set forth above are deemed to be the findings and determinations made by the City Council and are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2 The Master Thoroughfare Plan and map component of the Comprehensive Plan is hereby amended as set forth in **Exhibit "A"** to this Ordinance, as if fully set forth herein.

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

Section 4. This ordinance shall be effective from and after the date of its adoption.

INTRODUCED on the **21st day of April, 2020**, and finally PASSED, APPROVED AND ADOPTED on this the **5th day of May, 2020**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

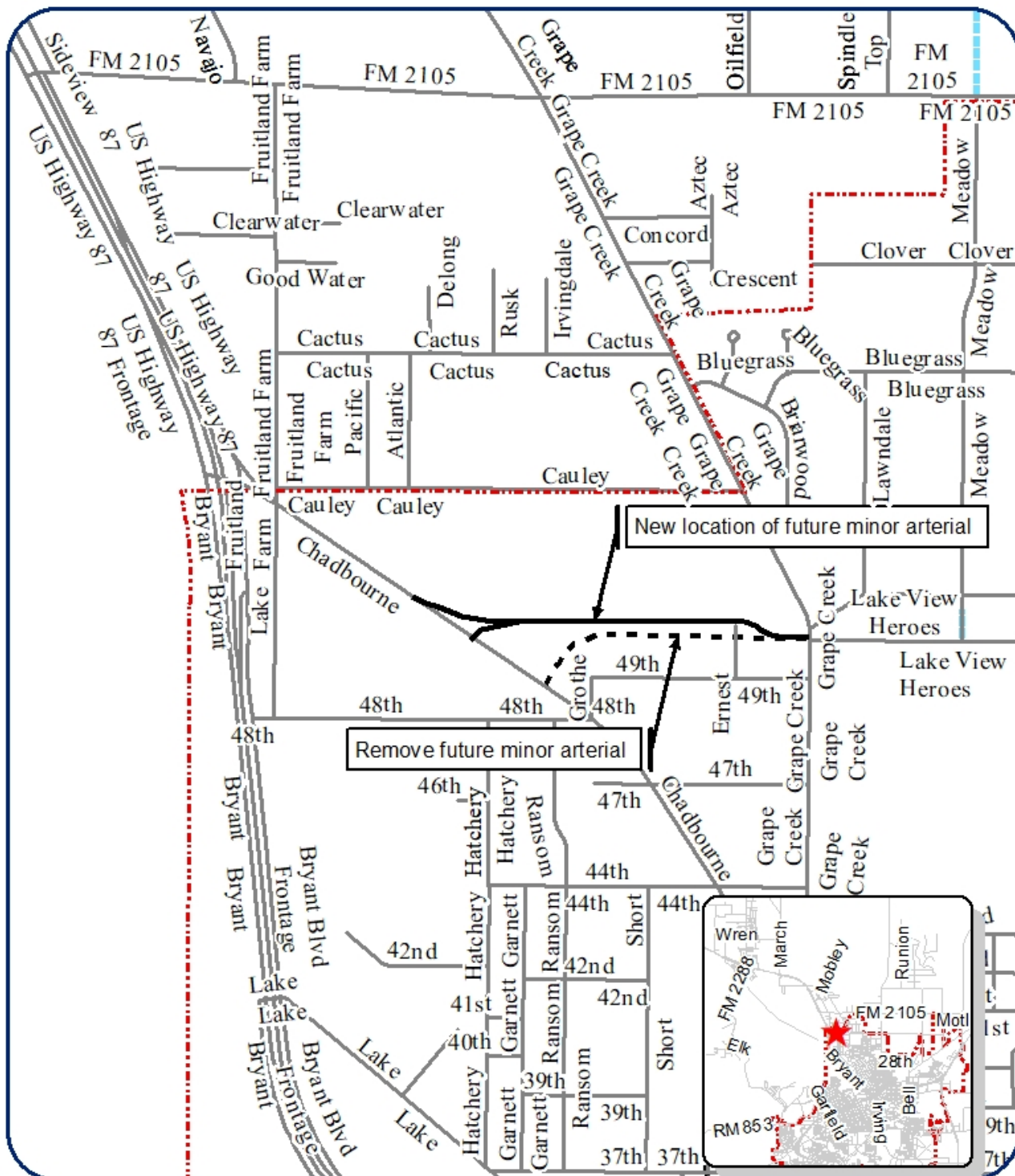
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT A



Master Thoroughfare Amendment (MTP)

COSA: W. of Lake View Heroes Dr.

Council District: Tom Thompson -District 2

Neighborhood: Riverside

Scale: 1" approx. = 1,250 ft

N. of 48th St between N Chadbourne and Grape Creek Rd

Legend

Current Zoning: multiple

Requested Zoning Change: **N/A**

Vision: multiple



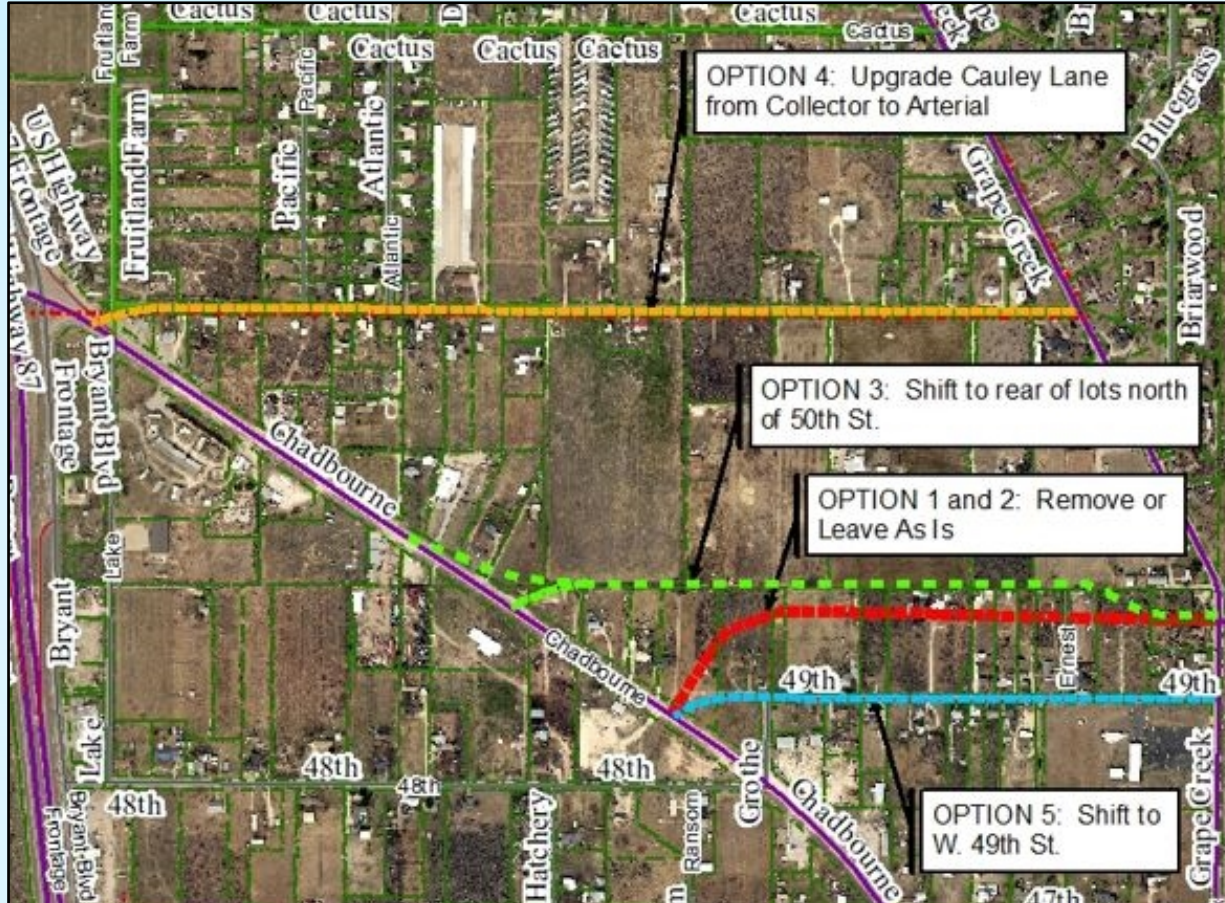


City Council

April 21, 2020



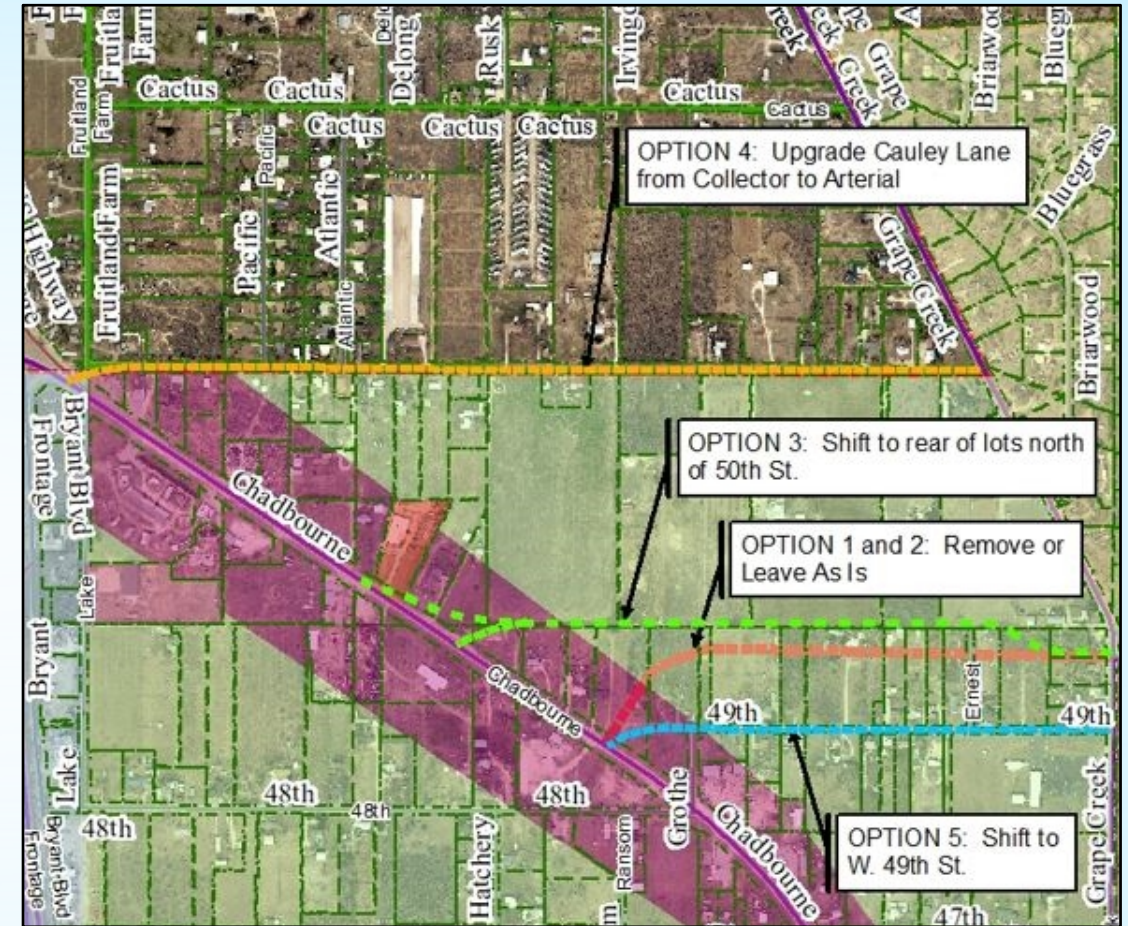
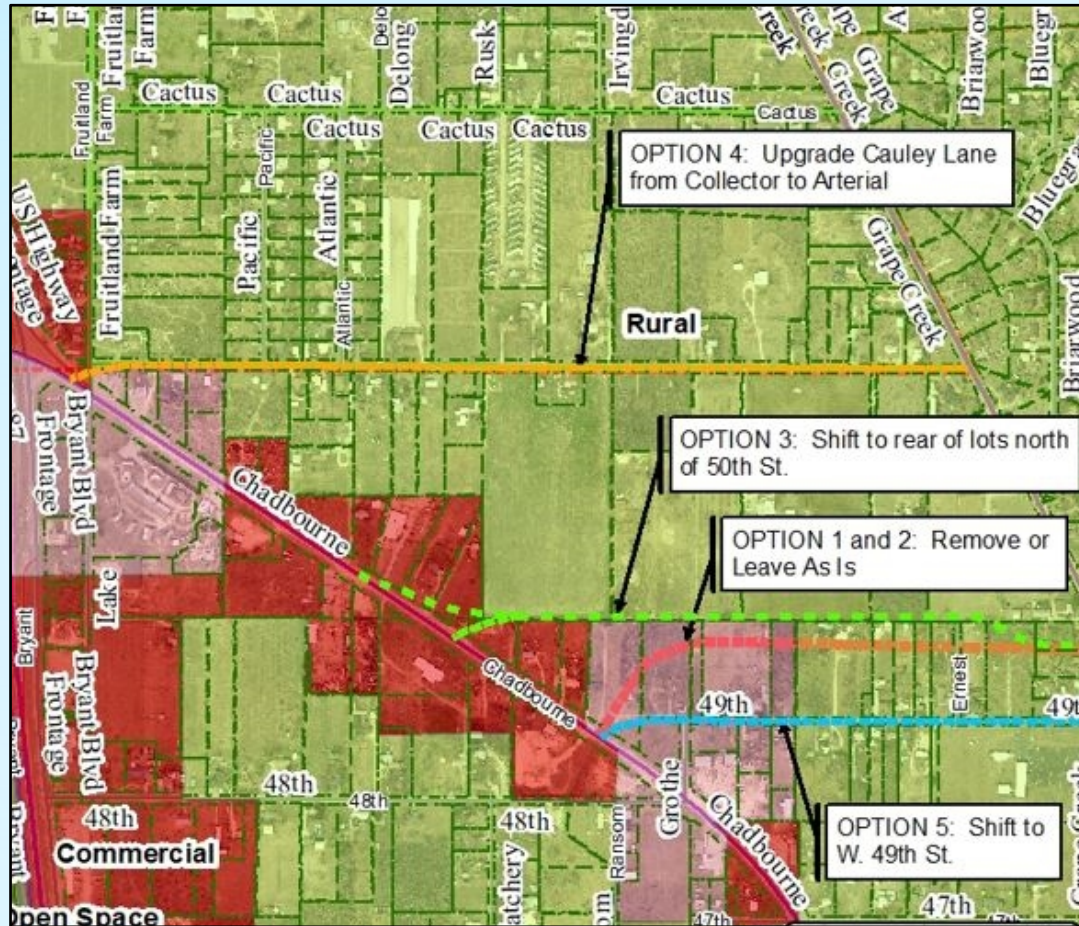
Master Thoroughfare Amendment



- Planned minor arterial street extension between Grape Creek Rd and Chadbourne St
- SMD #2 – Thompson
- Riverside Neighborhood

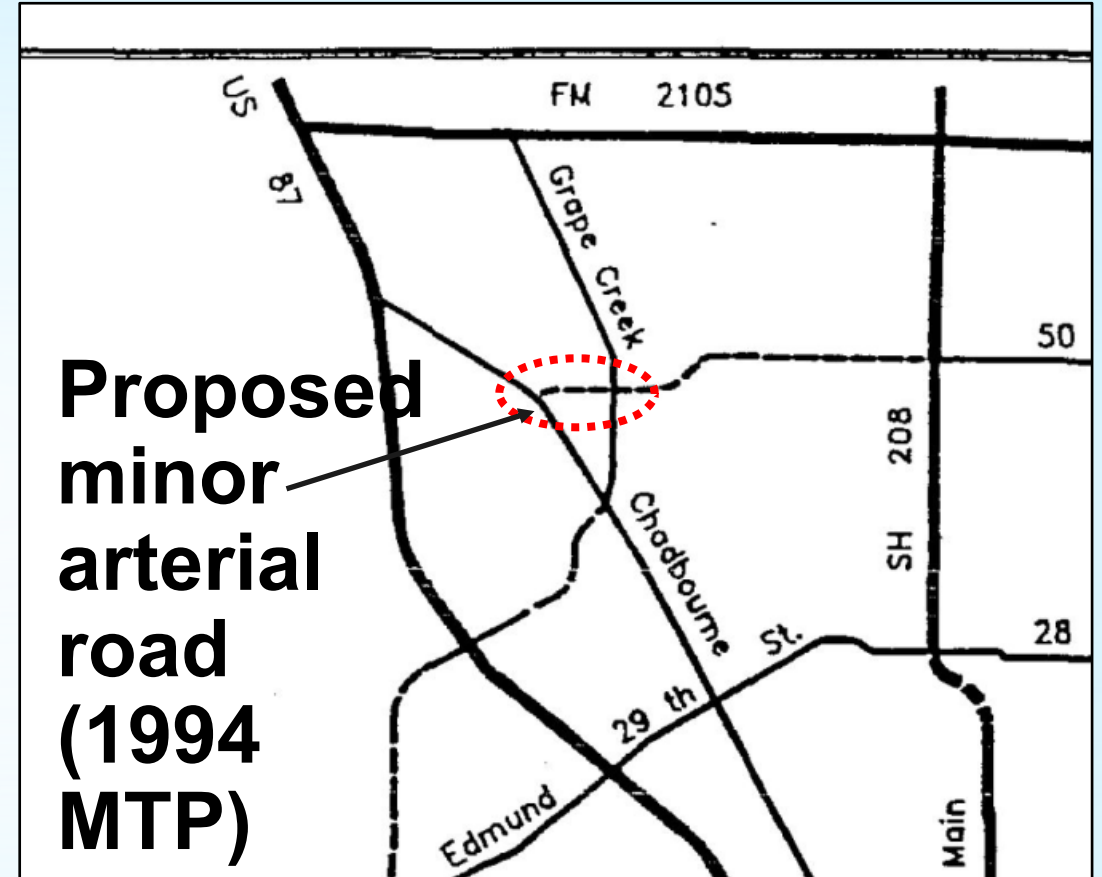


Future land use & zoning



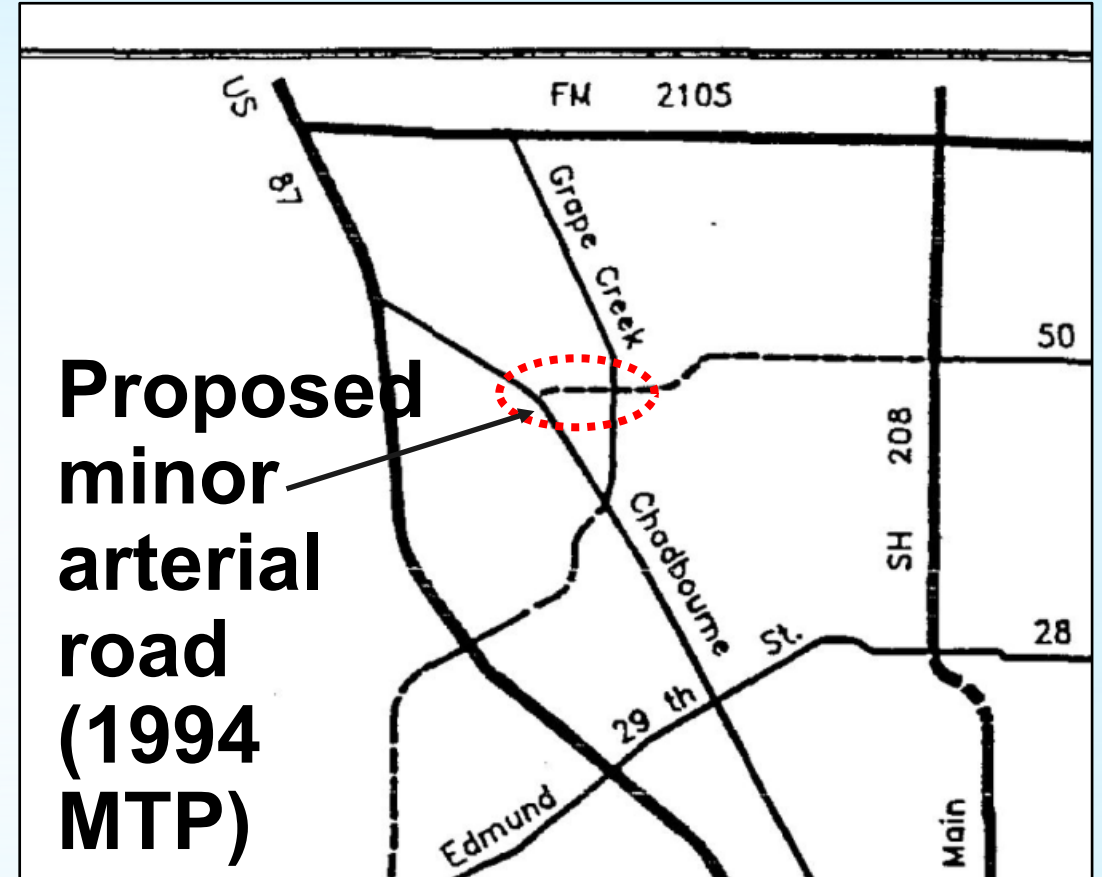
Background

- 1994 Master Thoroughfare Plan (MTP) had minor arterial located along 49th Street
- In 2003, the Plan was amended to shift this minor arterial north to become an extension of Lake View Heroes Drive

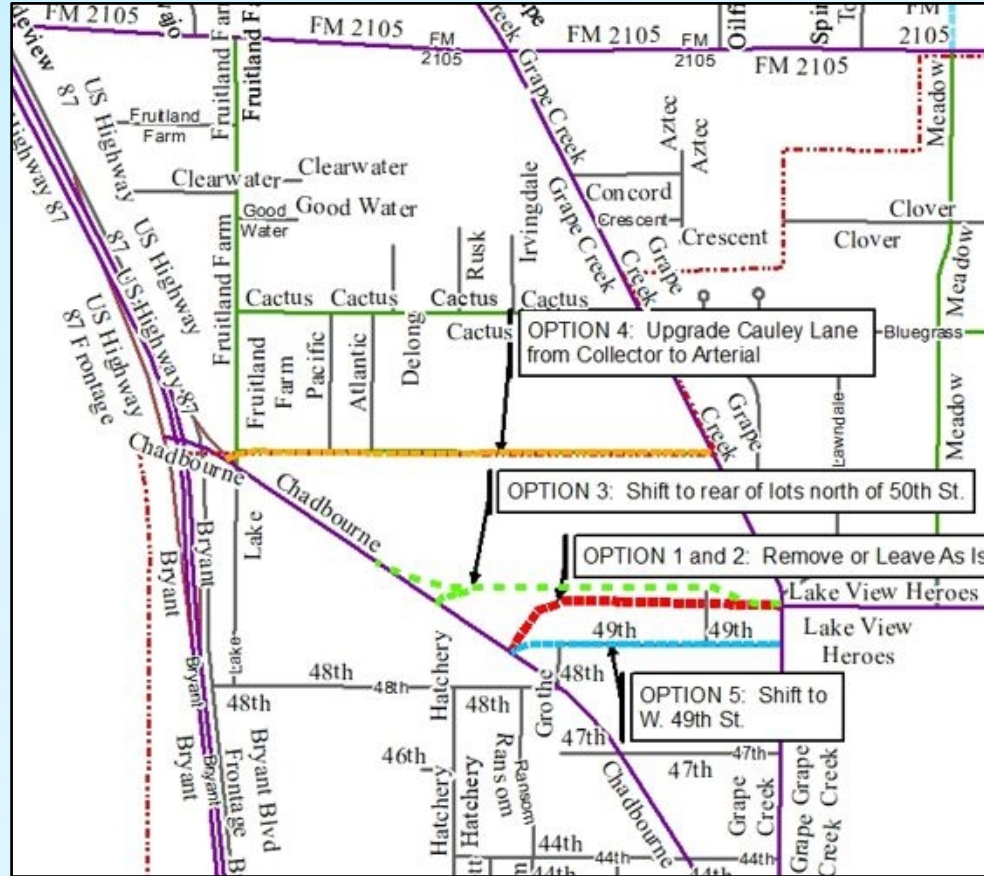


Background

- Staff examined existing and projected development; zoning and future land uses; potential condemnations
- Staff developed 5 alternative options for moving or removing this planned minor arterial.



Master Thoroughfare Amendment

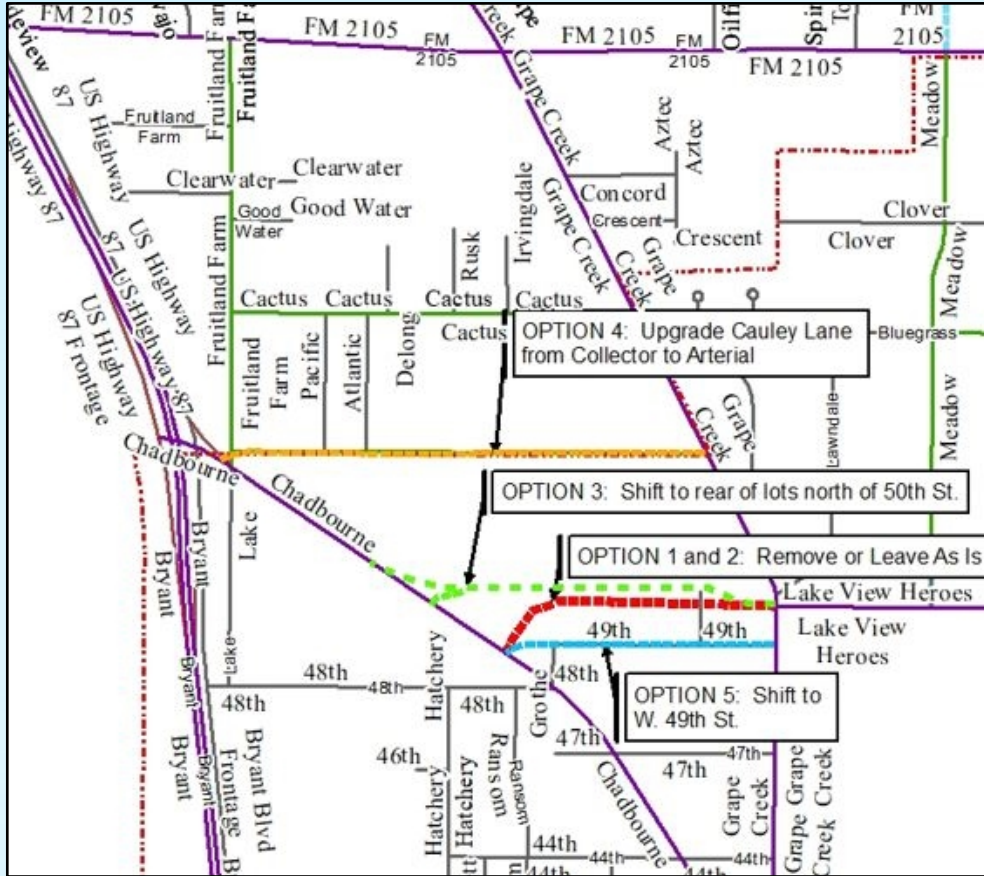


Option 1: Removal

- Would eliminate a future arterial that provides direct connection between Grape Creek and Chadbourne leading to US 87
- Arterial needed to accommodate future growth in north end of City and help with event traffic



Master Thoroughfare Amendment

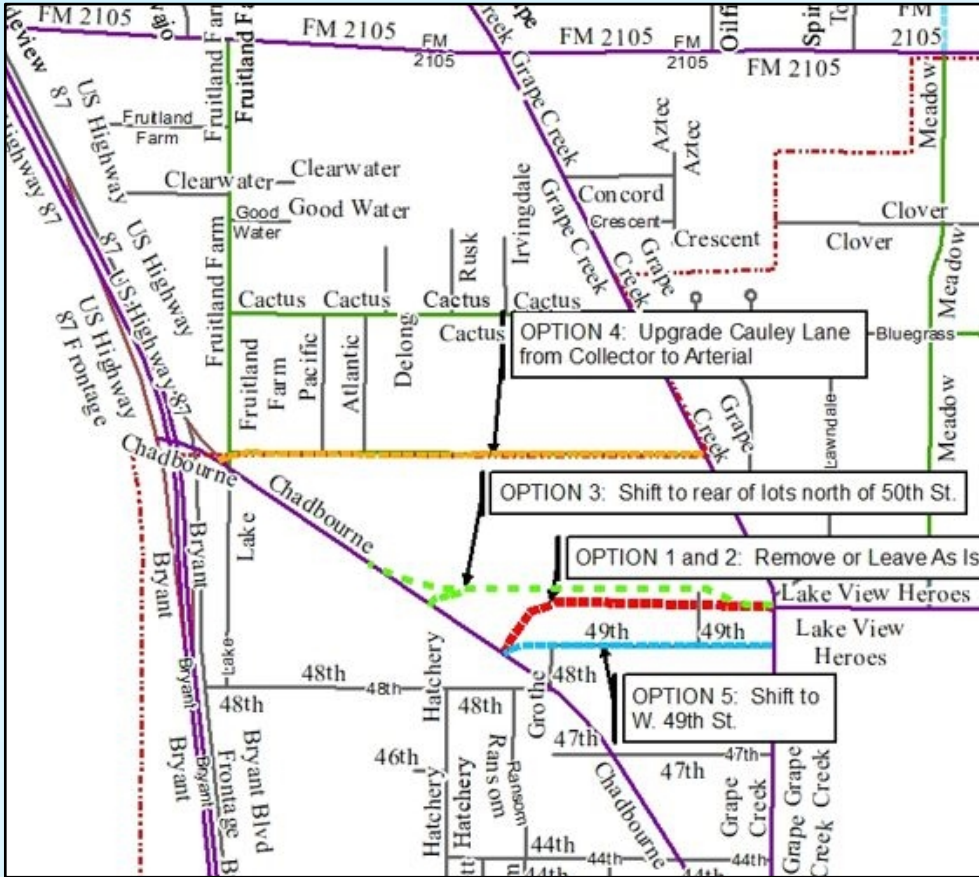


Option 2: Leave as is

- Would require 80-foot right-of-way from properties on north side of 49th St.
- Would require removal of multiple homes and accessory structures



Master Thoroughfare Amendment



Option 3: Shift north

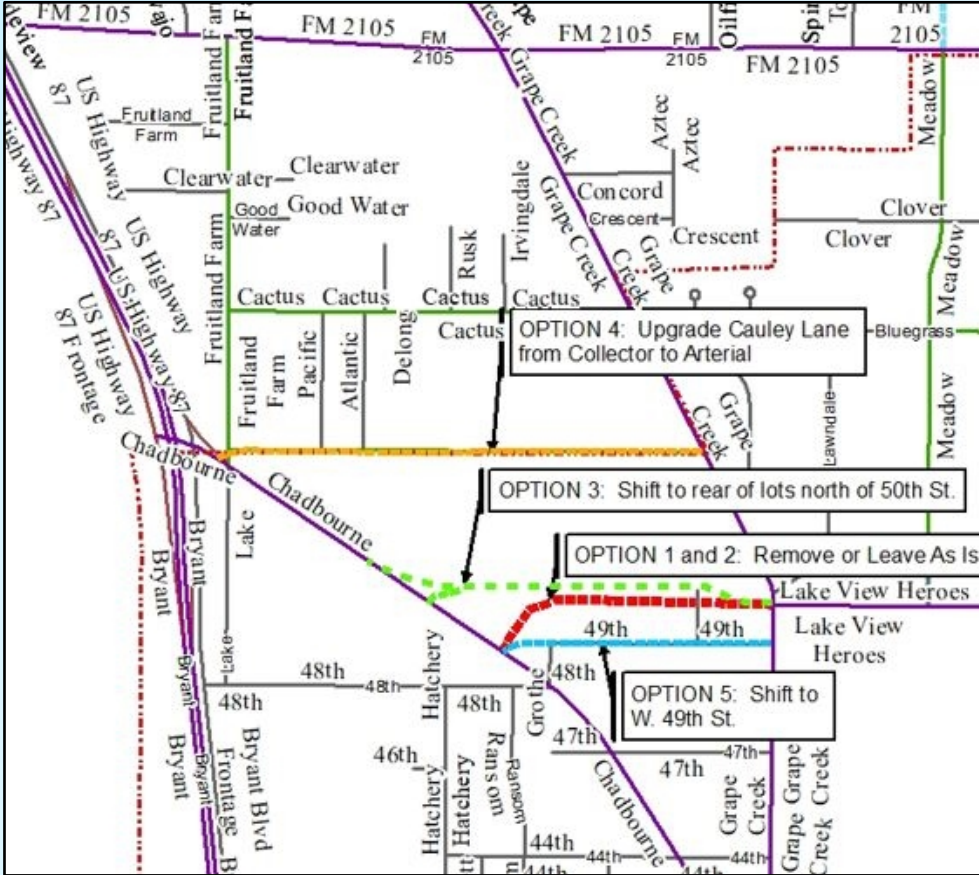
- Shifts future roadway to the rear of the larger properties that front Cauley Lane
- Affects fewer existing homes (1 or 2)
- Has support of City & MPO Staff, County Commissioner



Master Thoroughfare Amendment

Option 4: Upgrade Cauley Lane

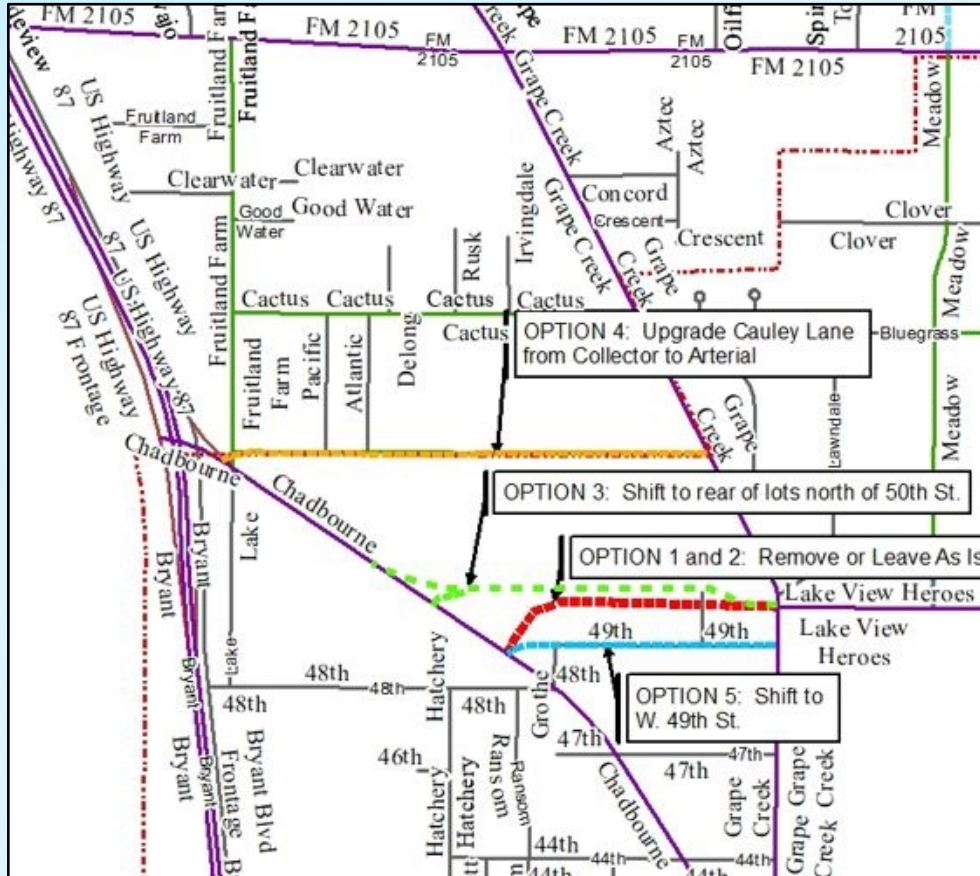
- Shifts minor arterial north to Cauley Lane
- Eliminates direct connection, but requires arterial traffic to jog north on Grape Creek Road
- Relocation of front yard fences and electric poles due to widening



Master Thoroughfare Amendment

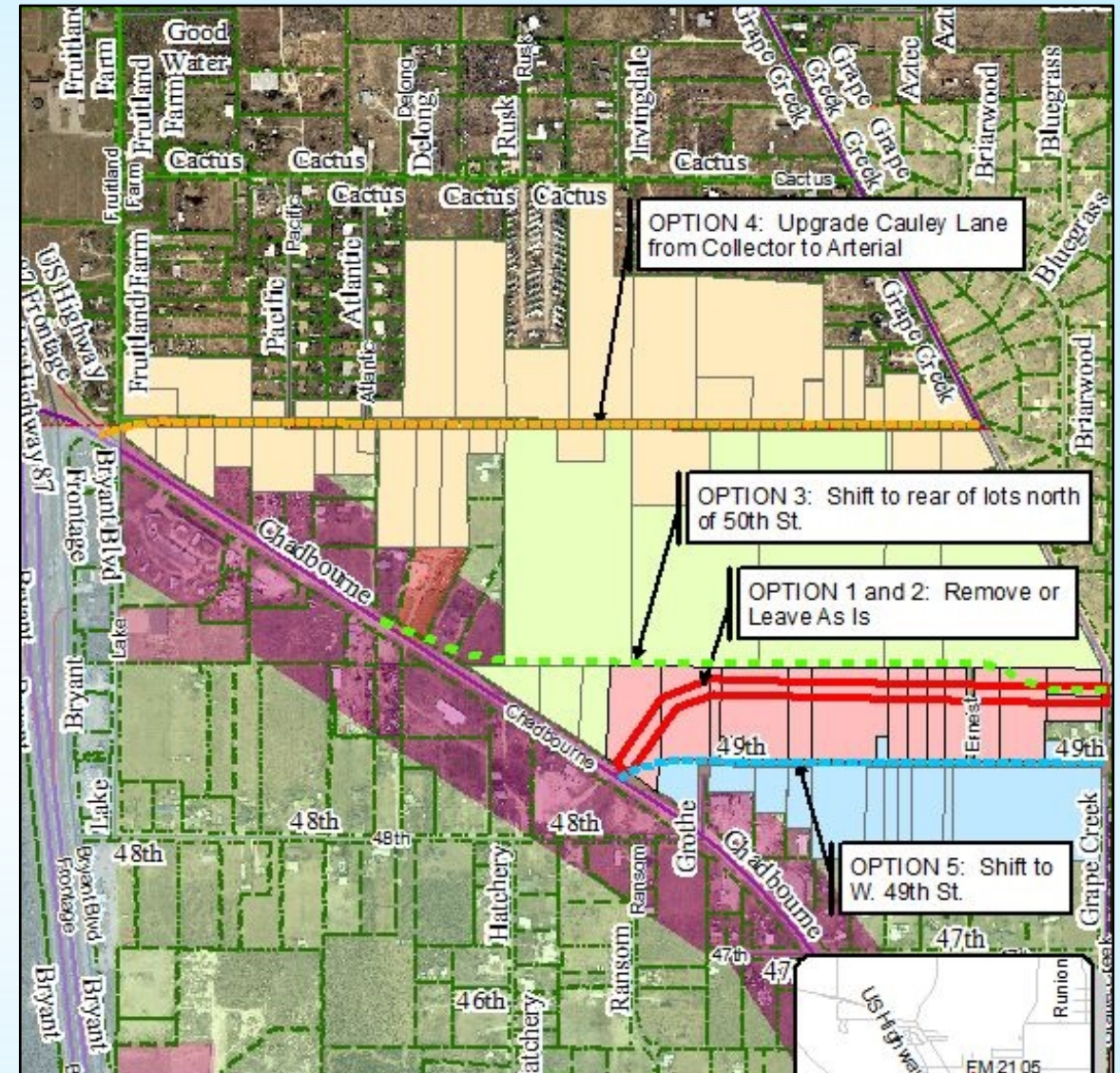
Option 5: Relocation to West 49th

- Requires additional 20-25' of right-of-way (currently only 30')
- Could require removal of 15 homes
- Relocation of front yard fences and electric poles



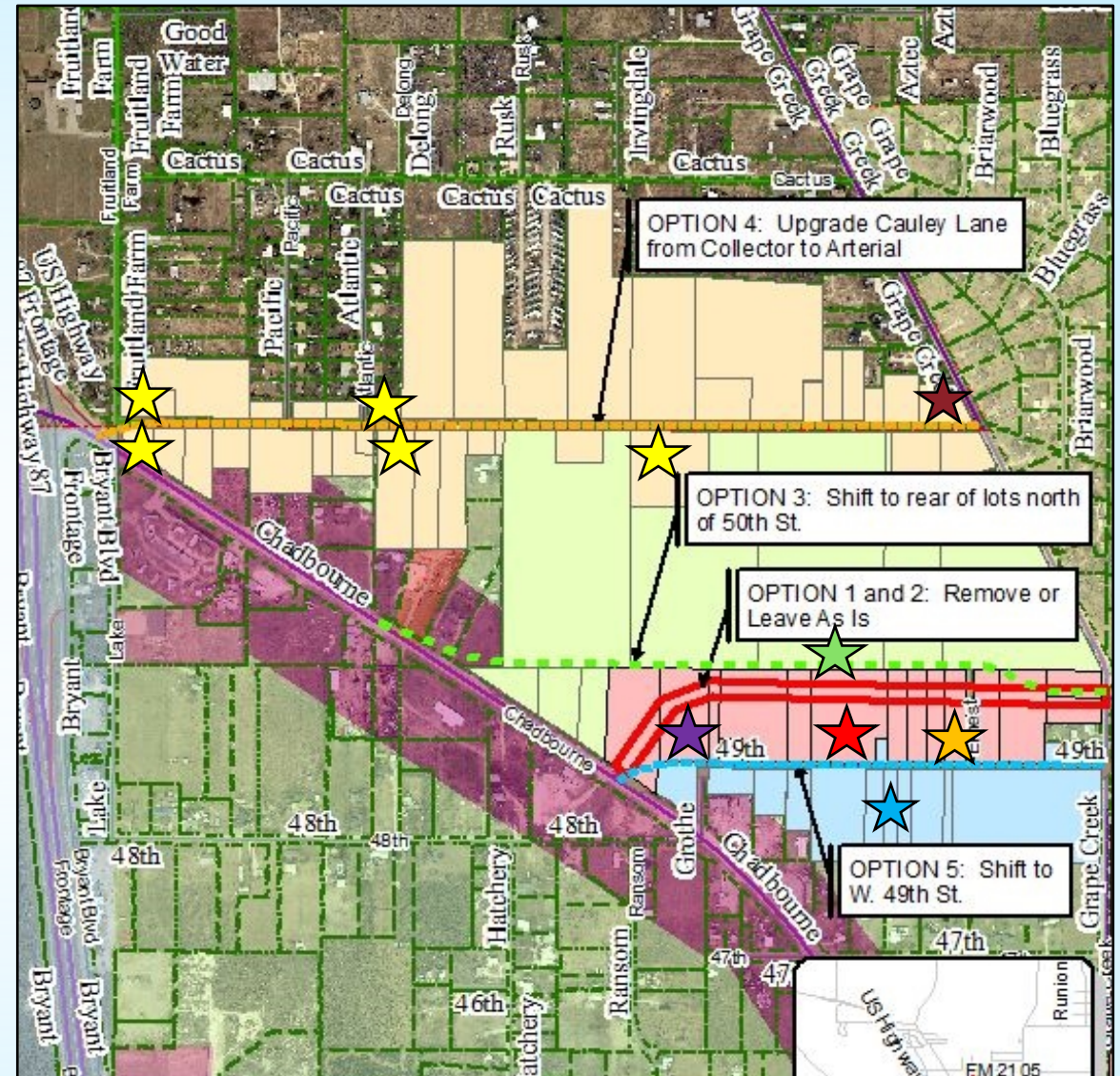
Public Notifications

- 66 notices sent to owners within 50 feet of existing & proposed alternate routes.



Public Notifications

- One in favor (option 1) ★
- One in favor (option 2) ★
- One in favor (option 1, 2 or 3) and opposed (option 4) ★
- One in favor (option 3) and opposed (option 4) ★
- One in favor (option 5) ★
- One in favor (option 5) and opposed (options 1 and 2) ★
- Five in opposition (option 4) ★



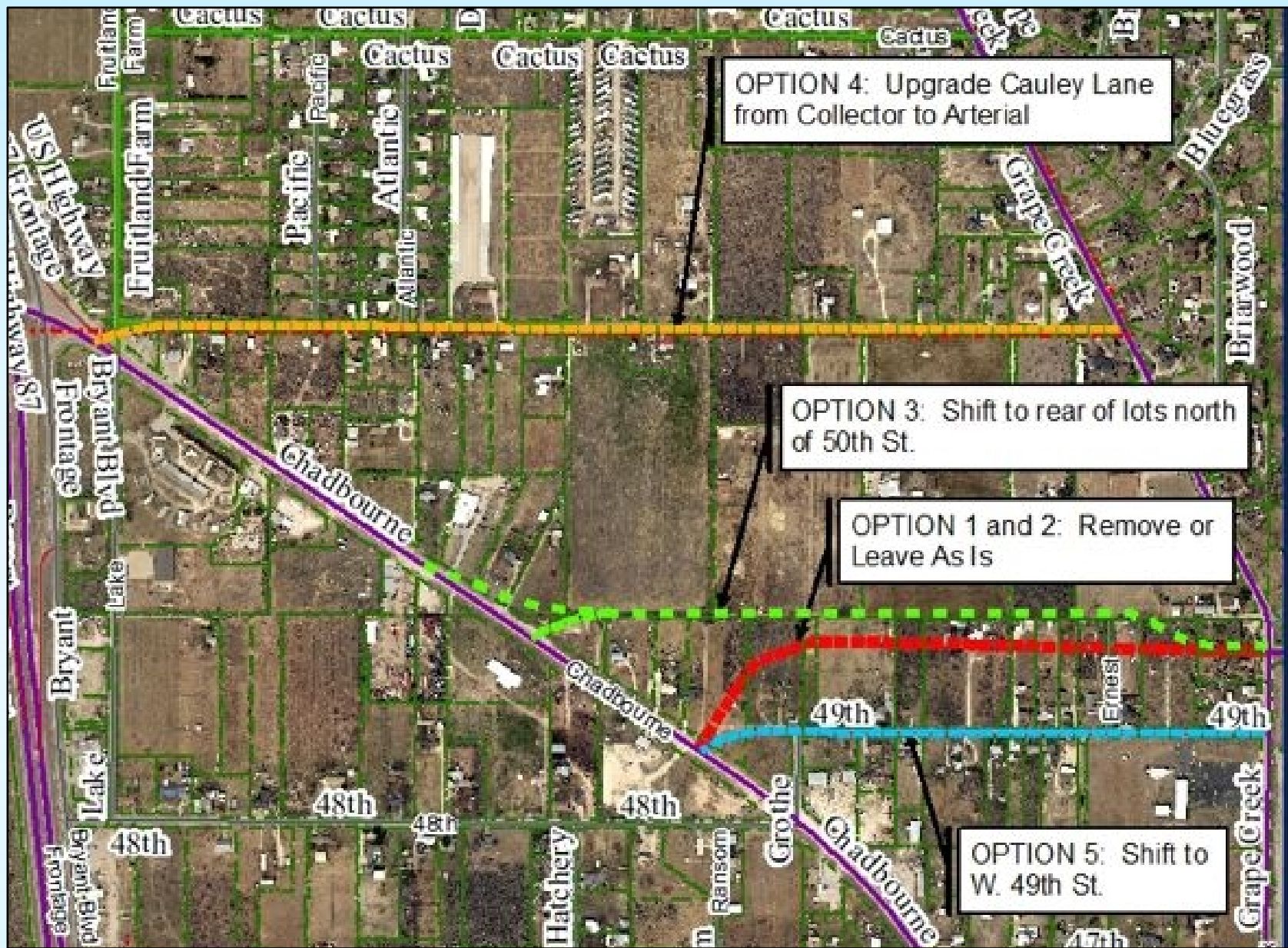
Recommendations

Staff recommends approval of **Option 3** relocating the future minor arterial street northward

On March 16, 2020 the Planning Commission recommended approval of **Option 1** to remove the future minor arterial

- 4-2 vote with Chair Stribling and Commissioner Uherik voting in opposition.







City Council

April 21, 2020



Master Thoroughfare Amendment



West at future arterial –
extension of Lake View Heroes
(4919 & 4923 Grape Creek)



West of Estate Drive – NW of
Lake View Heroes (4923 & 5015
Grape Creek)



Master Thoroughfare Amendment



West on West 49th Street



West on Cauley Lane





City Council

April 21, 2020



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 21, 2020

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance approving a rezoning from the Single Family Residential zoning district to Two Family Residential zoning district at 1718 Live Oak St. (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

The applicant is remodeling an existing residence that was built in 1954 and wants to rezone the lot to Two Family Residential in order to have the zoning match the intended two-family use and to allow proposed remodeling to move forward. Section 310 of the Zoning Ordinance does not permit such use by right in the existing RS-1 zoning district, but the RS-2 zone would accommodate the intended use. This older section of town has had multiple rezoning's for the same purpose.

Financial Impact:

N/A

Other Information/Recommendation:

On March 16, 2020, The Planning Commission voted to recommend **APPROVAL** of the rezoning request with a 5-0 vote.

Attachments:

- | | | |
|----|--|---|
| 1. | Z20-05 Staff report | Z20-05 Staff report.pdf |
| 2. | Ordinance (RZ) | Z20-05 Ordinance.docx |
| 3. | CC Presentation (2020-04-21) Rezoning Live Oak | CC Presentation (2020-04-21) Rezoning Live Oak.pptx |

Presentation:

Jon James

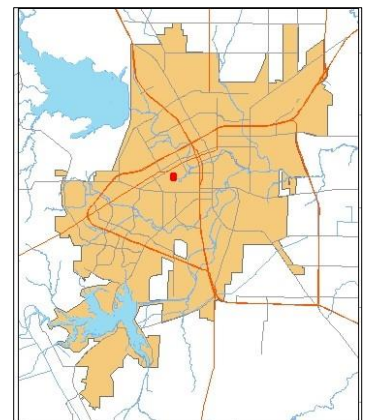
Approvals/Reviews:

Sherry Bailey	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

CITY COUNCIL – April 21, 2020
STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning		Z20-05: 1718 Live Oak Street	
SYNOPSIS:			
A request for approval of a rezoning from the Single Family Residence (RS-1) Zoning District to Two Family Residence (RS-2) Zoning District on the subject property. The applicant is remodeling an existing residence that was built in 1954 and is wanting to rezone their lot to Two Family Residence in order to have the zoning match the intended two-family use and to allow the remodeling to move forward. Section 310 of the Zoning Ordinance does not permit such use by right in the existing RS-1 zoning district but the RS-2 zone would accommodate the intended use. This older section of town has had multiple rezoning's for the very same purpose.			
LOCATION:		LEGAL DESCRIPTION:	
1718 Live Oak St.; generally located at the northwest corner of S. Van Buren St. and Live Oak St.		Blk. 206, Angelo Heights Annex S. 50 ft. of Head Tract being 50 ft. by 166. ft.	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FUTURE LAND USE:
SMD District 5 – Lane Carter Santa Rita Neighborhood		Single Family Residence (RS-1)	Neighborhood
		SIZE:	
			0.174 acres
THOROUGHFARE PLAN:			
<u>Live Oak Street</u> –Urban Local, Required 50' min. ROW (60' Existing) Required paving 40' or 36' with a 4'sidewalk (36' Existing). <u>Van Buren St.</u>- Urban Local Street, Required 50' min. ROW (77' existing) Required paving 40' or 36' with a 4'sidewalk (36' existing)			
NOTIFICATIONS:			
23 notifications were mailed within a 200-foot radius on February 26, 2020. Two responses received in favor and one person response came in to express opposition after the Planning Commission meeting – parking was the concern.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from Single Family Residence (RS-1) Zoning District to Two Family Residence (RS-2) Zoning District			
PROPERTY OWNER/PETITIONER:			
Heidi Brooks			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			



Additional Information: The applicant recently purchased this property and wants to complete the restoration of the structure and convert it to a two family structure. Historically this property has been used as a single family residence, but is very conducive to being split into two small duplex apartments. Both apartments would front on different streets. This home is in an area in Santa Rita that since World War Two has accommodated small accessory structures that were used as rental property. In looking at the larger neighborhood there are three lots that have been rezoned to R-2. Those lots are within ½ block to 4 blocks.

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

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The Comprehensive Plan identifies this area as Neighborhood residential. The zone change proposed is compatible with that designation in that both single family and two family residential fit under the Neighborhood residential designation as they are seen as neighborhood uses.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The proposed zone change is consistent with the existing residential zones in the area and the uses within the neighborhood. The older sections of San Angelo have a variety of structure types within the residential districts. As a result, the neighborhoods exhibit a checkerboard of uses approved over time. The lot meets the size requirements for a two family structure in R-2. Parking requirements for each unit will be met on the lot and setbacks are consistent with the R-2 requirements.
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 property is located within an area that has mixed zoning types. There are three other lots within four blocks that have rezoned to R-2. This lot has a home uniquely designed to accommodate two entrances each facing on a different street. The use would change, but the overall exterior design of the building would remain the same.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The zoning requested is in keeping with the existing uses and compatible with those uses. Two family residential is seen as a neighborhood use and compatible with single family uses. This is demonstrated by the fact that many of these type of uses have been located within this larger neighborhood for over 40 years.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation,**

wetlands and the practical functioning of the natural environment. The rezoning is anticipated to have little adverse impact on the natural environment.

6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Allowing the site to rezone continues an already demonstrated need for individual small rental residences in the area in keeping with the existing uses.
7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The existing development pattern in the immediate area reflects a transitional development pattern which is in keeping with the older neighborhoods. This is common in older areas near the city center as they change and grow. This rezoning seeks to allow a balance to allow for mixed growth while allowing the transition to adaptable neighborhoods.

Recommendation:

Staff's recommendation is for the Planning Commission to recommend **APPROVAL** of a Rezoning from the Single Family Residence (RS-1) Zoning District to the Two Family Residence (RS-2) Zoning District.

Planning Commission recommendation

C. Z20-05 – 1718 Live Oak Street

A request for approval of a rezoning from the Single Family Residential (RS-1) zoning district to the Two Family Residential (RS-2) zoning district, being 0.174 acres located at 1718 Live Oak Street.

Commissioner Brooks recused himself due to conflict of interest and left the meeting at 11:45 a.m.

Sherry Bailey, Principal Planner presented the proposed rezoning request. She explained that this was a corner property at the northwest corner of Van Burren and Live Oak. She displayed a PowerPoint slide that shows four other single family residential lots in the area that were rezoned to RS-2. She explained that there are many properties in the Santa Rita neighborhood that have been converted into two-family homes over the years. Ms. Bailey explained that on the subject property, one entrance faces Live Oak and a second entrance faces Van Burren, and that it was originally a boarding house in the 1970s and 1980s that rented out 2 or 3 of the rooms.

Ms. Bailey explained that of the 23 notices that were mailed, two were received in favor and none were opposed. She also received some calls about where the parking was to be located and explained that there is plenty of room on the property facing Live Oak to provide sufficient parking.

Ms. Bailey outlined Staff's rationale to recommend approval of the rezoning on the grounds that the RS-2 zoning is compatible with the Neighborhood designation in the

Comprehensive Plan; that the zone change is consistent with the surrounding uses and zoning; is compatible with the mixed residential uses in the area; and that there is a demonstrated community need for more housing through conversions of existing homes and accessory apartments.

Chair Stribling opened public comment.

Ms. Heidi Brooks, the owner and applicant, indicated that she spoke with 14 people in the area and that everyone was okay with it. She said that 4 of these residents threw the letters away and that she asked Staff to resend to these individuals. She explained that one gentleman had a problem with rentals. Ms. Brooks indicated that many of the properties in the area are being rented, including the RS-1 properties. She concluded that she is maintaining the structure as is, has added landscaping, and will add additional parking as needed.

Chair Stribling closed public comment.

Commissioner Smith made a motion to recommend APPROVAL of a rezoning from the Single Family Residential (RS-1) zoning district to the Two Family Residential (RS-2) zoning district on the subject property, as presented. Commissioner Spano seconded the motion. The motion carried unanimously, 5-0.

Attachments:

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



Location Map 1718 Live Oak St.

Rezoning request: RS-1 to R-2

Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 45 ft

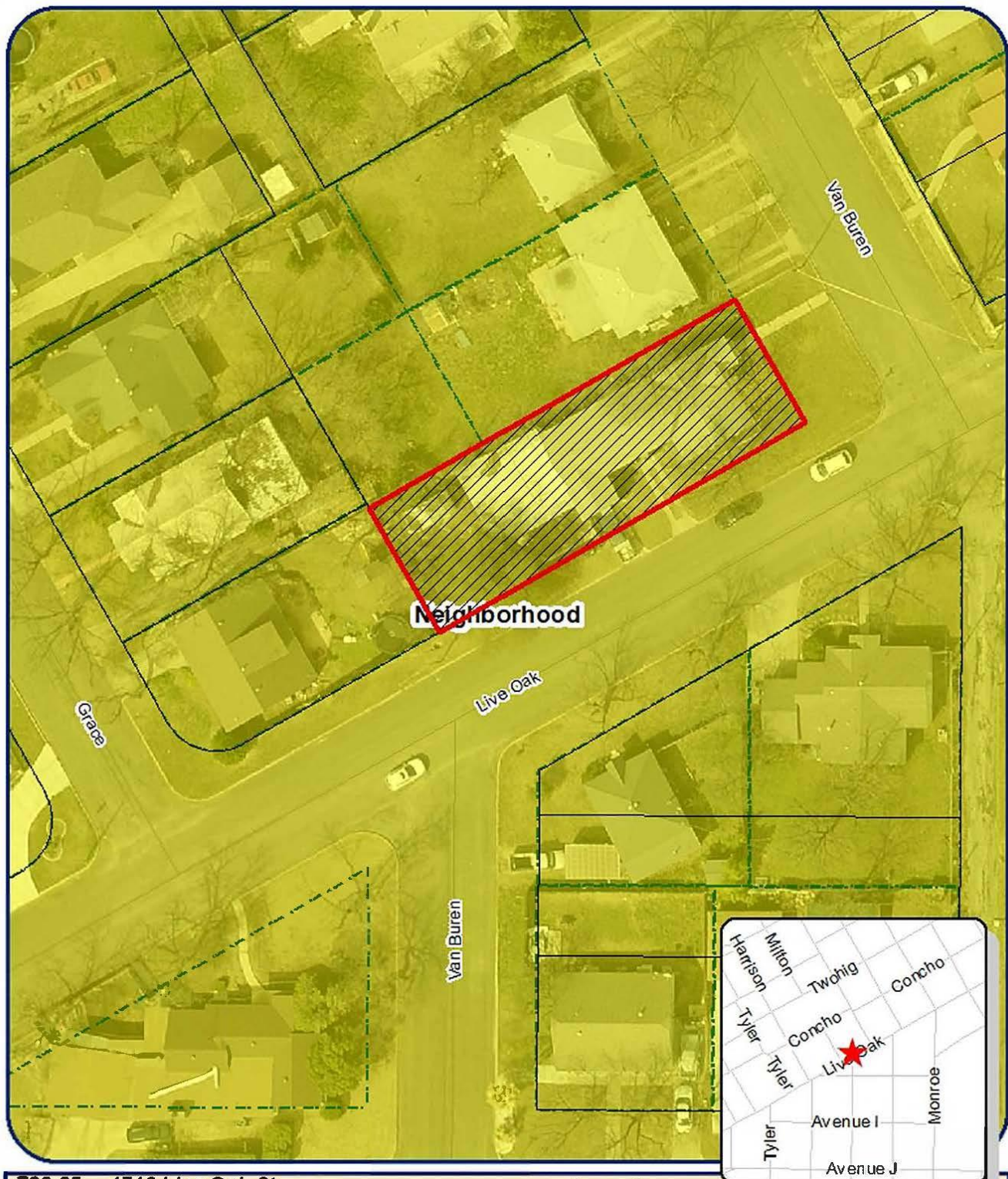
Blk. 206 Angelo Heights Annex S. 50 ft. of head tract (being 50 ft. X 166 ft.)

Legend

Subject Properties: 
Current Zoning: **Single Family Residence (RS-1)**
Zone change: **Two Family Residence (RS-2)**
Vision: **Neighborhood**



Aerial Map



Z20-05 1718 Live Oak St.

Rezoning request: RS-1 to RS-2

Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 45 ft
Blk. 206 Angelo Heights Annex S. 50 ft. of head tract (being 50 ft. X 166 ft.)

Legend

Subject Properties: 
Current Zoning: **Single Family Residence (RS-1)**
Zone change: **Two Family Residence (RS-2)**
Vision: **Neighborhood**

N



Future Land Use



Z20-05 1718 Live Oak St.

Rezoning request: RS-1 to RS-2

Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 45 ft

Blk. 206 Angelo Heights Annex S. 50 ft. of head tract (being 50 ft. X 166 ft.)

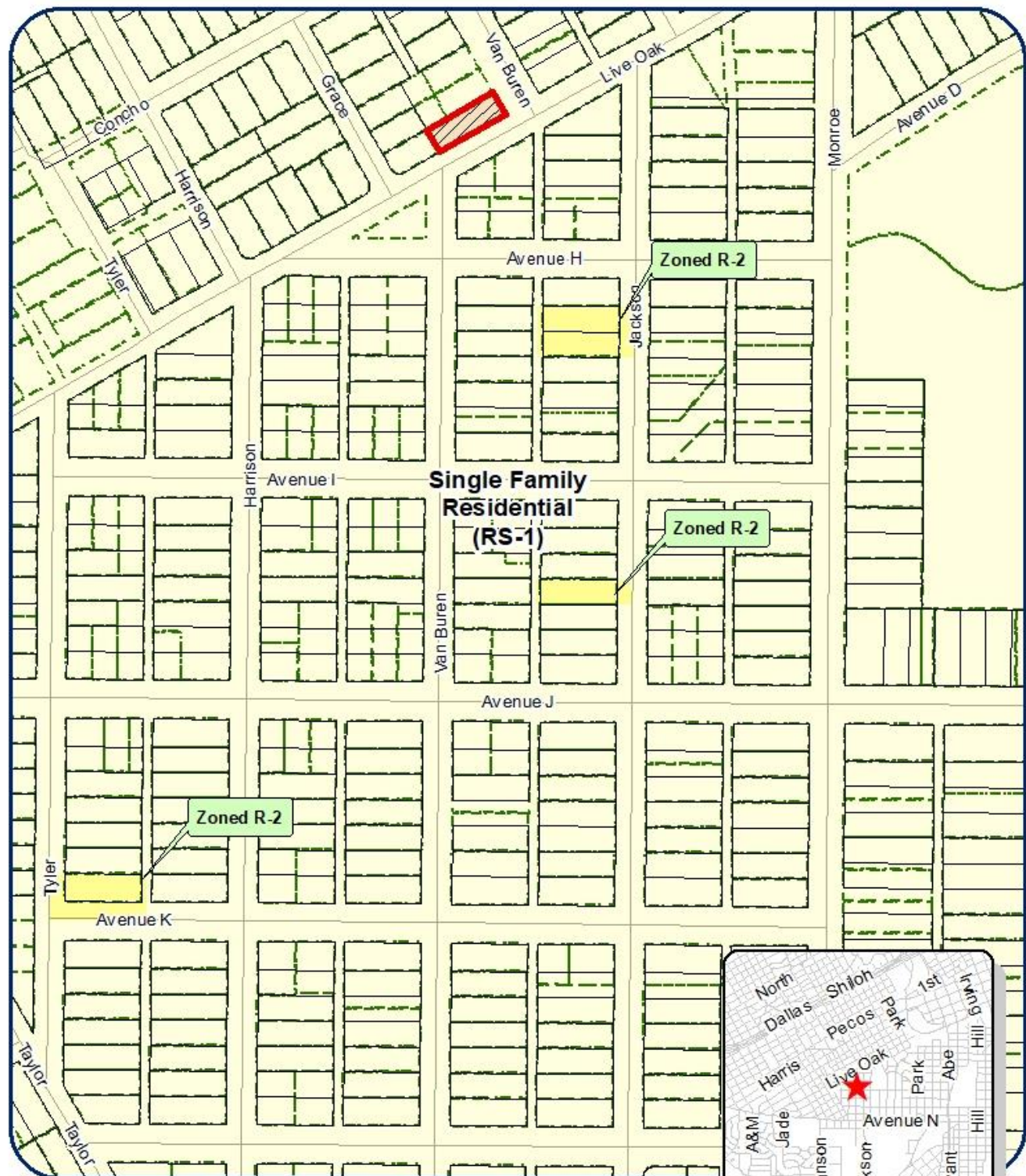
Legend

Subject Properties: 
Current Zoning: **Single Family Residence (RS-1)**
Zone change: **Two Family Residence (RS-2)**
Vision: **Neighborhood**

Existing zoning

N





Z20-05 1718 Live Oak St.

Rezoning request: RS-1 to RS-2

Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 250 ft

Blk. 206 Angelo Heights Annex S. 50 ft. of head tract (being 50 ft. X 166 ft.)

Legend

Subject Properties: █
Current Zoning: █ Single Family Residence (RS-1)
Zone change: █ Two Family Residence (RS-2)
Vision: █ Neighborhood



Zoning Map 2

Photos



Corner of Live Oak St. and Van Buren St.



Front of structure



Side of house off Live Oak



Corner of Live Oak St. and S Van Buren St.

Effective January 3, 2017



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



Section 1: Basic Information

Name of Applicant(s): Heidi Meyer Brooks

☒ Owner ☐ Representative (Notarized Affidavit Required)

404 South Park Street, San Angelo, Texas 76901

Mailing Address 325.234-9627/Heidi1462@hotmail.com City _____ State _____ Zip Code _____

Contact Phone Number 1718 Live Oak, San Angelo, Texas, 76901 Contact E-mail Address _____

Subject Property Address _____ City _____ State _____ Zip Code _____

Legal: Acres: 0.174, Blk: 206, Subd: ANGELO HEIGHTS ANNEX, SOUTH 50 FEET OF HEAD TRAC

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

Existing Zoning: RS1 Proposed Zoning: RS2 Lot size: 7,575 sq ft

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

Section 2: Site Specific Details

Existing Use of Property: residential single family

*Proposed Use of Property: residential, multi family-multi address

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;
- ☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
- ☒ If approved, a zone change is applied to the property, not the property owner.
- ☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
- ☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
- ☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
- ☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
- ☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

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

Owner Name (Print) HEIDI METER BROOKS Signature [Signature] Company/Organization (If Applicable) _____ Date 2/7/20

Representative Name (Print) _____ Signature _____ Company/Organization _____ Date _____

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: 02/07/2020

Case No.: Z 20 - 05

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 645.00

Receipt #: 137690 Date paid: 02/07/2020

Sign Deposit \$37.50 20

Receipt #: _____ Date paid: ____/____/____

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

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

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

Planning Commission hearing date: 3/16/2020 Date notifications due: ____/____/____

City Council hearing date: 4/21/20 Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: _____ Date: ____/____/____

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

(☒) IN FAVOR () IN OPPOSITION

REASON(S) _____

NAME: Linda Byrd

ADDRESS: 1801 Line Oak

San Angelo TX 76901

SIGNATURE: Linda Byrd

Z20-05: Brooks

Property owner number: 1

If you have any questions about these proceedings, please call Sherry Bailey, with the City
of San Angelo's Planning Division at (325) 657-4210 ext. 1546 or at sherry.bailey@cosatx.us.

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

(☒) IN FAVOR

(☐) IN OPPOSITION

REASON(S) _____

NAME: Suzi Cypert

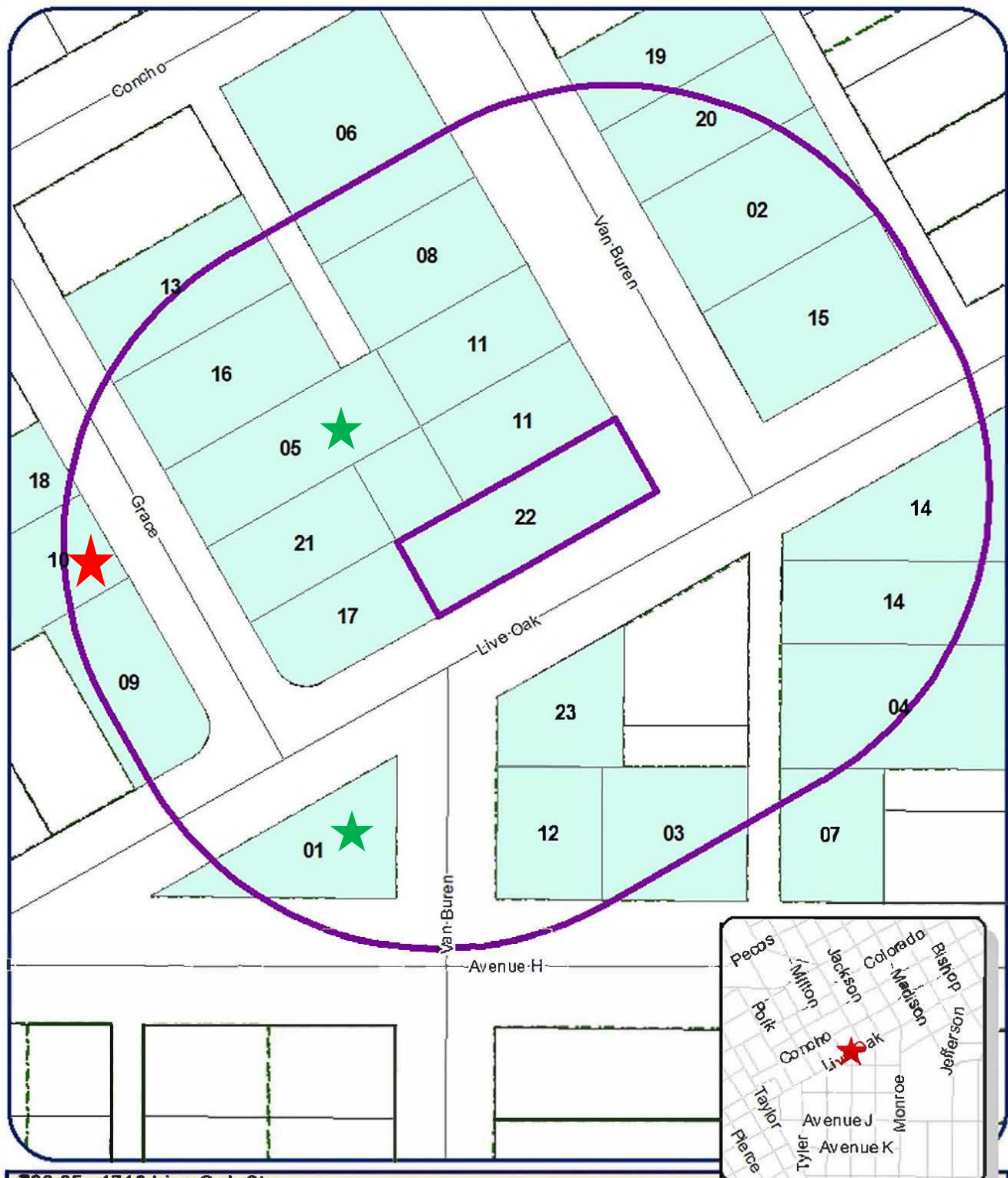
ADDRESS: 412 Grace Lane
San Angelo, TX 76901

SIGNATURE: Suzi Cypert

Z20-05: Brooks

Property owner number: 05

If you have any questions about these proceedings, please call Sherry Bailey, with the City
of San Angelo's Planning Division at (325) 657-4210 ext. 1546 or at sherry.bailey@cosatx.us.



Z20-05 1718 Live Oak St.

Rezoning request: RS-1 to RS-2

Council District 5 - Lane Carter
Neighborhood: Santa Rita
Scale: 1" approx. = 75 ft
Blk. 206 Angelo Heights Annex S. 50 ft. of head tract (being 50 ft. X 166 ft.)

Legend

Subject Properties: 
Current Zoning: **Single Family Residence (RS-1)**
Zone change: **Two Family Residence (RS-2)**
Vision: **Neighborhood**

N



Notification map

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **LOCATED AT 1718 LIVE OAK STREET, GENERALLY LOCATED AT THE NORTHWEST CORNER OF S. VAN BUREN STREET AND LIVE OAK STREET, SAN ANGELO, TEXAS**, FROM SINGLE FAMILY RESIDENCE ZONING DISTRICT (RS-1) TO THE TWO FAMILY RESIDENCE ZONING DISTRICT (RS-2); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z20-05: BROOKS

WHEREAS, on the 16th day of March, 2020, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Two Family Residence Zoning District (RS-2); and,

WHEREAS, on the 21st day of April, 2020, the City Council held a first reading and public hearing on an ordinance approving Z20-05 pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned TWO FAMILY RESIDENCE (RS-2) Zoning District:

The real property generally located at 1718 Live Oak Street, specifically being 0.174 acres in Block 206, Angelo Heights Annex and the South 50 ft. of Head Tract being 50 ft. by 166. ft., San Angelo, Tom Green County, Texas.

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

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

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

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

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

INTRODUCED on the **21st day of April, 2020**, and finally PASSED, APPROVED AND ADOPTED on this the **5th day of May, 2020**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Z20-05 1718 Live Oak St.

Rezoning request: RS-1 to RS-2

Council District 5 - Lane Carter

Neighborhood: Santa Rita

Scale: 1" approx. = 115 ft

Blk. 206 Angelo Heights Annex S. 50 ft. of head tract (being 50 ft. X 166 ft.

Legend

Subject Properties:
 Current Zoning: **Single Family Residence (RS-1)**
 Zone change: **Two Family Residence (RS-2)**
 Vision: **Neighborhood**

N





City Council

April 21, 2020



Z20-05: 1718 Live Oak Street

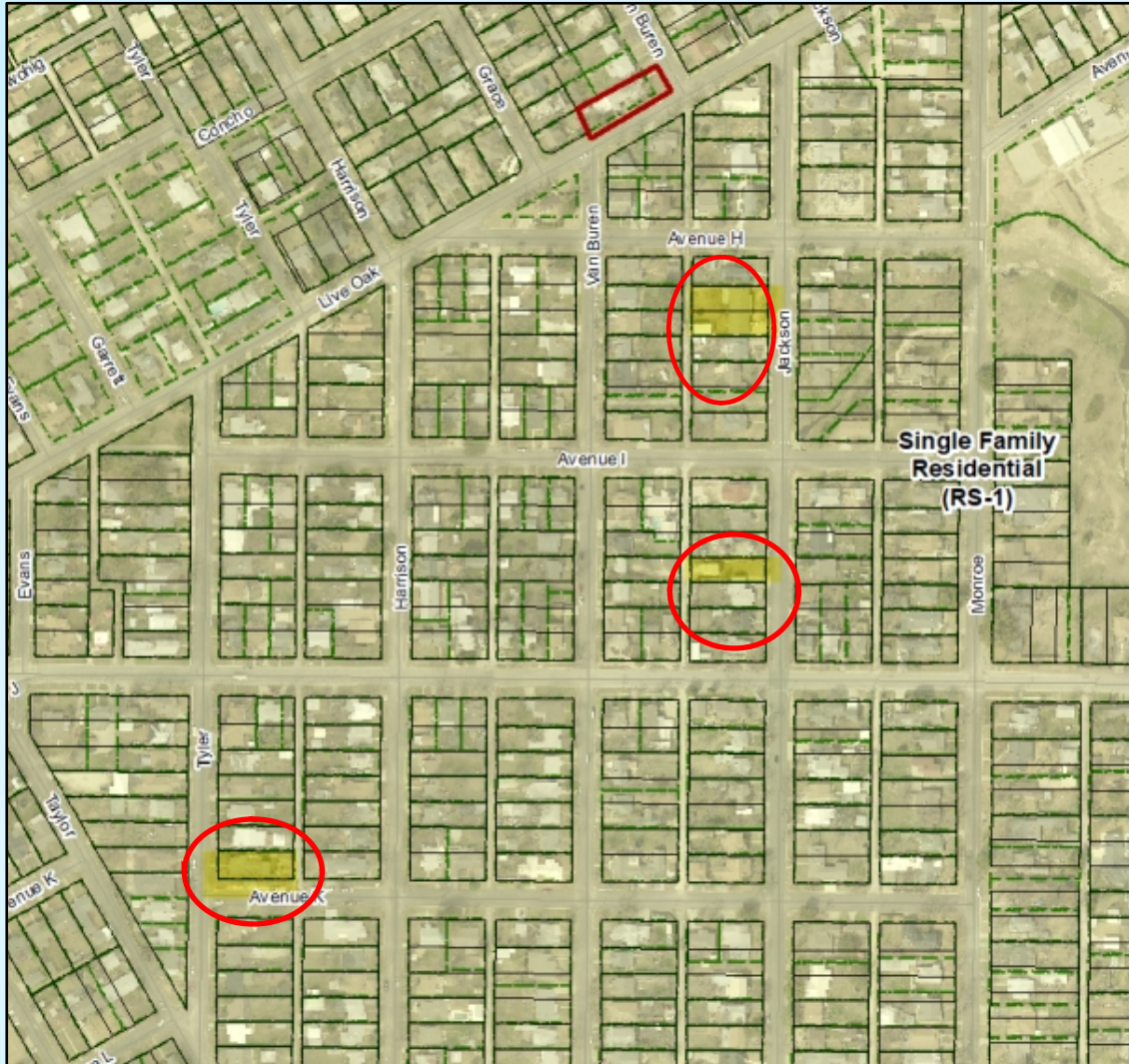
- Rezoning from RS-1 to RS-2
- Corner property facing both Live Oak and Van Buren
- District 5 – Lane Carter
- Neighborhood – Santa Rita



Future land use and existing zoning



Existing zoning expanded



4 other single family residential lots have been rezoned to RS-2 within five blocks



Z20-05: Live Oak Street

Live Oak Street facing



Van Buren Street facing



Public notification

- 23 notices mailed
- Two in favor ★
- One in opposition ★
 - concern was parking



Rational for approval

- **Comp Plan designates area as Neighborhood**
- **Older area of town that has accommodated similar mixture of uses**
- **Existing structure has been used as two-family dwelling in the past**



Recommendations

Staff recommends APPROVAL of the rezoning from Single Family Residential (RS-1) zoning district to Two Family Residential (RS-2) zoning district

Planning Commission recommended APPROVAL at their March 16, 2020 Planning Commission meeting by a vote of 5-0.





City Council

April 21, 2020



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 21, 2020

Item type: Regular Item

Caption:

Second reading and public hearing of an ordinance approving a request for approval of a rezoning from the Single-Family Residential and Ranch and Estate zoning districts to the General Commercial and Single-Family Residential zoning districts, being 14.880 acres located on W. Loop 306, 0.4 miles east of N. Bentwood Dr. and 0.3 miles west of Foster Rd. (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

This is a request to rezone 4.766 acres south of Loop 306 at the future Old Stone Road from Single Family Residential (RS-1) to General Commercial (CG) and an adjacent 10.114 acres along the future Old Stone Road from Ranch & Estate (R&E) Zoning District to Single Family Residential (RS-1) Zoning District; generally located west of Foster Road at Old Stone Road and South Loop 306 Service Road. A portion of the subject property was recently annexed into the city limits.

Financial Impact:

N/A

Other Information/Recommendation:

This item was tabled at the February 17, 2020 Planning Commission meeting in order to allow for further discussion at the following meeting.

On March 16, 2020, the Planning Commission voted (5-1) to recommend APPROVAL of the rezoning request.

At the April 7, 2020 City Council meeting, the Council voted to approve the first reading of the ordinance on a 7-0 vote.

Attachments:

- | | |
|---|---|
| 1. Staff Report (RZ) | Staff Report Z20-04 CC.pdf |
| 2. Ordinance (RZ) | Ordinance.docx |
| 3. CC Presentation (2020-04-21) Z20-04 Loop 306 | CC Presentation (2020-04-21) Z20-04 Loop 306.pptx |

Presentation:

Jon James

Approvals/Reviews:

Sherry Bailey	Created/Initiated
Hillary Bueker	Approved
Jon James	Approved
Brandon Dyson	Approved

Jon James
Theresa James
Julia Antilley

Approved
Approved
Final Approval

**CITY COUNCIL – April 7, 2020
STAFF REPORT**



APPLICATION TYPE:		CASES:	
Rezoning		Z20-04: Performance Land and Cattle Co., LLC	
SYNOPSIS:			
This item was tabled at the February 17, 2020 Planning Commission in order to allow for further discussion, removed from the table and voted on at the March 16, 2020 Planning Commission meeting. A request for: (1) a rezoning from the Single Family Residential (RS-1) Zoning District to the General Commercial (GC) Zoning District on 5.183 acres and (2) a rezoning from Ranch & Estate (R&E) to Single Family Residential (RS-1) on 8.9821 acres with 1.302 acres remaining Single Family Residential (RS-1).			
LOCATION:		LEGAL DESCRIPTION:	
Generally located on S. of Loop 306, west of S. Foster Rd. and east of N. Bentwood Dr.		Being 12.097 acres of land out of that certain 25.361 acre tract described and recorded as Instrument Number 201616044, Official Public Records of Tom Green County, Texas.	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FUTURE LAND
SMD District 1 – Tommy Hiebert Country Club Neighborhood		Single-Family Residential (RS-1) & Ranch & Estate (R&E)	Neighborhood and Transitional
			SIZE:
			12.097 acres
THOROUGHFARE PLAN:			
<u>West Loop 306</u> –Freeway, (TXDOT)			
<u>Old Stone Dr.</u> –Urban Local Street, Required 50’ min. ROW; 40 ft. pavement width (Proposed with Plat)			
NOTIFICATIONS:			
5 notifications were mailed within a 200-foot radius February 1, 2020. 0 responses have been received in opposition or in support.			
STAFF RECOMMENDATION:			
APPROVAL of a rezoning from the Single Family (RS-1) Zoning District to the General Commercial (GC) Zoning District on 5.183 acres and from Ranch & Estates (R&E) to Single Family Residential (RS-1) on 8.9821 acres with 1.302 acres remaining Single Family Residential (RS-1)			
PROPERTY OWNER/PETITIONER:			
<u>Owner</u> - Performance Land and Cattle Co., LLC			
<u>Representative</u> - SKG Engineering			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			

Additional Information: The applicant has an approved plat and the annexation process is being finalized. The rezoning is the last step that was required by the Planning Commission as part of his plat approval for Old Stone Ranch, Section One. The applicant is requesting a rezoning of five acres, immediately adjacent to West Loop 306, to General Commercial. This proposed zoning district is in keeping with the commercially zoned land to the east and the west along West Loop 306 frontage road. There are two lots and portions of two lots that presently zoned Single Family Residential (RS-1) that were always within the city limits and had already received RS-1 zoning. They will stay as they are zoned. Then the land that was annexed into the city, and came in as Ranch & Estate (R&E) is to be rezoned to RS-1. These are the lots that a half acre in size because for the foreseeable future they will be on septic systems. Once the sewer capacity has been enlarged as part of the planned system expansion and the sewer lines have been extended to near this site, as the individual septic systems fail they will be required to connect to the city sewer. The RS-1 zoning that is being requested is the nearest zoning that could accommodate the half acre lot size. The next zoning R&E requires at least one acre.

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

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The Comprehensive Plan designates the newly annexed property as Neighborhood. The “Neighborhood” designation in the City’s Comprehensive Plan which intends to “promote vibrant and viable neighborhoods and improve relationship between adjacent commercial and residential land use adjacencies”. The new lots directly adjacent to west Loop 306 are classified as “Transitional.” The General Commercial is restrictive enough to not impact the residential property to the south while still providing them with services.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed zone change would conflict with any portion of this Zoning Ordinance.** The lots meet the zoning ordinance requirements for lot size and will accommodate the proposed zoning for future development. The applicant has requested the General Commercial zoning as a buffer to Loop 306 as well as a service provider for the residential to the south. With their half acre lots the residential has open space and a natural buffer to the commercial.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed zoning is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** The existing single family and commercial uses to the east and west have already set the templet for development in this area. This request is simple accommodating a similar pattern.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require a rezoning.** The applicant has completed the annexation process and is fulling the conditions of the plat in order to provide city water to future homes. The single family zoning

along West Loop 306 never developed and staff believes the proposed CG zoning will act as a better transition for the future home development.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The rezoning is anticipated to have little adverse impact on the natural environment.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The applicant's project fills a unique niche that is not being addressed in other parts of the city. The larger lot subdivisions provide for the placement of larger homes and storage or garages that meet developing family's needs.
7. **Development Patterns.** *Whether and the extent to which the proposed rezoning would result in a logical and orderly pattern of urban development in the community.* The existing development pattern in the area is dominated by the Loop 306 frontage road access. Development is only one way in one way out until this area continues to build out.

Recommendation:

Planning Commission

Z20-04: Performance Land & Cattle Co., LLC

Public hearing and consideration of a request for approval of a rezoning from the Single-Family Residential (RS-1) and Ranch and Estate (R&E) Zoning Districts to the General Commercial (CG) and Single-Family Residential (RS-1) Zoning Districts, being 14.880 acres located on West Loop 306, 0.4 miles east of North Bentwood Drive and 0.3 miles west of Foster Road.

Chair Stribling indicated that this item was tabled from last month's Planning Commission Meeting.

Sherry Bailey, Principal Planner, presented the proposed rezoning, and indicated that a motion was needed to remove the table and allow the case to move forward.

Commissioner Self made a motion to remove Z20-04 from being tabled, and Commissioner Spano seconded the motion. The motion carried unanimously, 6-0.

Ms. Bailey reminded the Commission that the lots to the north will be rezoned from RS-1 to CG and the lots annexed into the City immediately south will go from R&E to RS-1 zoning. She explained that there was discussion of extension of sewer in this area, and discussion between the applicant and a neighbor in this area.

Mr. Mitchell Gatlin, City Project Engineer, explained that the property was greater than 200 feet from an existing sewer and even if it was not, the sewer lift station in the area is at full capacity. He explained that another option was the creation of a new lift station but they are not

required because they are not within 200 feet. He further explained that any future sewer in this area will likely come from the south.

Mr. Gatlin addressed the question of whether a developer would be responsible for installing a septic system if their septic system failed.

Chair Stribling asked Staff if there were any requirements in the Subdivision Ordinance for minimum lot sizes for R&E or RS-1 properties where septic systems are used.

Ms. Hillary Bueker, Planning Manager, responded that there is nothing specifically in the Subdivision Ordinance, and that lot sizes are based on Zoning Ordinance minimums unrelated to whether septic systems are used or not. She explained that the R&E zone requires a minimum lot size of 1 acre, and the RS-1 zone a minimum of 5,000 square feet, and that a lot with a water well requires 1 acre in size and that a lot with a septic system but city water only requires 0.5 acre which can be RS-1.

Chair Stribling asked if there will be leeching areas in the back of these homes since they will be on septic systems.

Ms. Bueker responded this was correct.

Mr. Jon James, Planning and Development Services Director, indicated that State Law only requires 0.5 acre for septic systems.

Chair Stribling opened public comment.

Mr. Russell Gully, SKG Engineering, representing the applicant, indicated that the applicant has to submit a suitability study to the County for TCEQ that the site is appropriate for a septic system. He explained that this acreage provides sufficient room for a drain field. Mr. Gully confirmed that the plat was completed, street and city water is in, and that the applicant wanted annexation to connect to City water, and without this, would not have chosen to annex.

Chair Stribling explained that he was not aware initially that septic systems were being installed on only 0.5 acre lots. He raised the concern of the financial burden of future owners of having to pay for a new city sewer system when available.

Mr. Gully responded that this is a State mandated issue, that septic systems are safe, and that many subdivisions were established on 0.5-acre tracts.

Chair Stribling explained that septic systems on 1-acre R&E lots makes sense, but expressed concerns on these lots which are only 0.5-acre.

Mr. Gully explained that he and his client have met Steve Eustis who raised concerns at last month's meeting, and that he is now satisfied.

Commissioner Spano expressed that he did not understand how this is allowed.

Mr. Steve Eustis, representative of Mark McLaughlin who owns adjoining property to the east explained that they met with Mr. Gully and Erica Carter of Carter-Fentress Engineering and that while Mr. McLaughlin still had concerns he is not willing to continue to fight against the request.

Mr. Gully addressed Mr. Spano's comment by explaining that TCEQ has set a limit at 0.5-acre for septic systems with city water, and that these lots are over 0.5 acre in accordance with State requirements. He explained that the reason wells require 1 acre is because of separation requirements from a drain field.

Commissioner Spano asked if this request was okay because the State says it is.

Commissioner Brooks asked how much revenue would be lost without city sewer.

Mr. Gully explained the portion would be more significant by requiring the developer to create 1 acre lots thereby cutting the number of lots in half.

Mr. Gully explained that it would be a detriment to the City not to allow these homes, and that more density and more housing is good for the City.

Chair Stribling closed public comment.

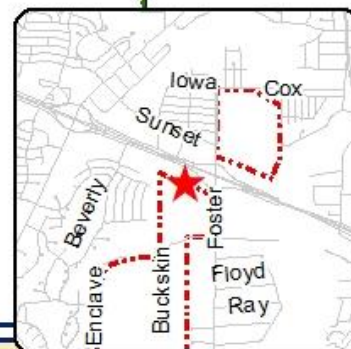
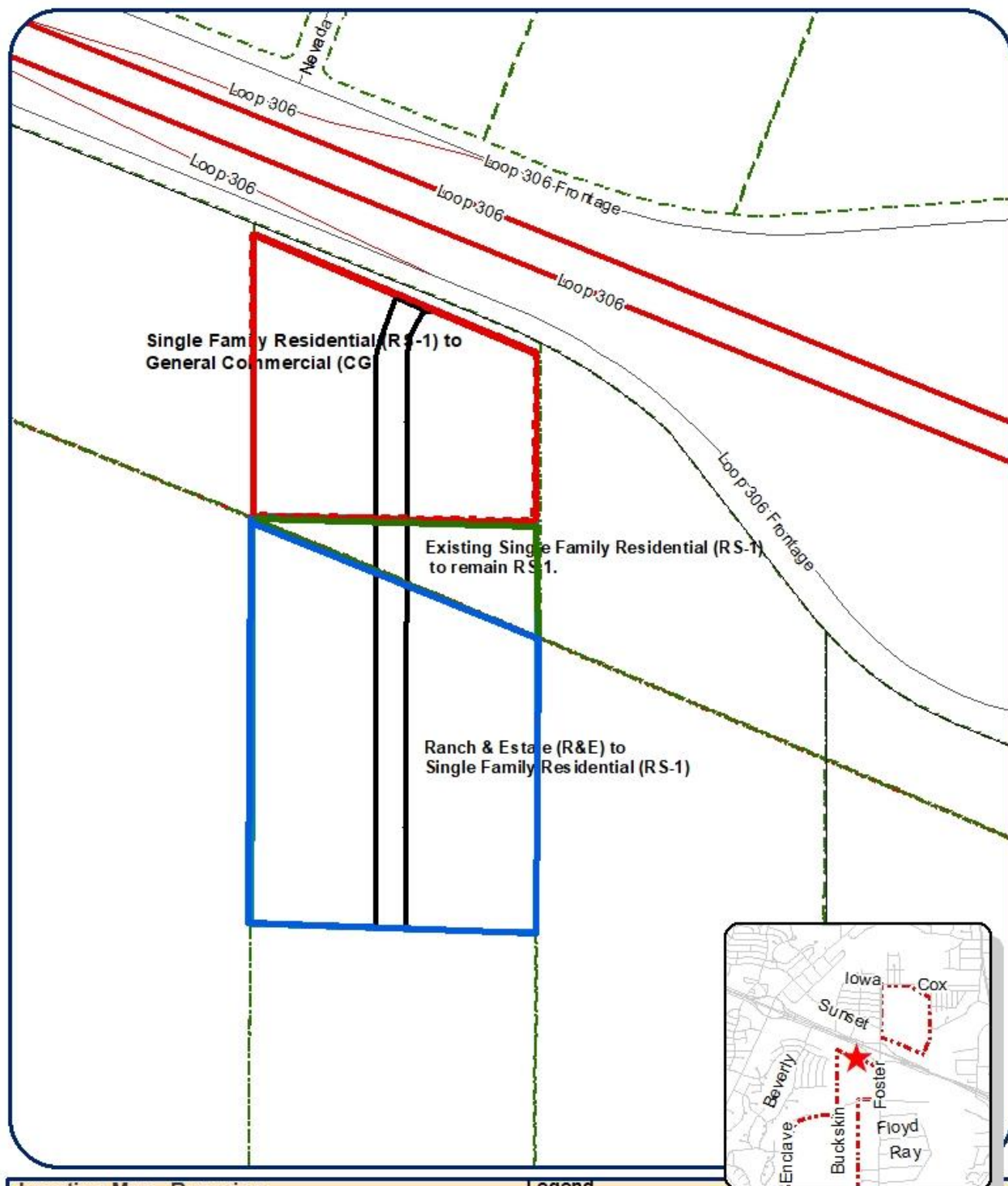
Commissioner Self indicated that he was in favor of the rezoning as the development meets all regulations and will provide more housing.

Commissioner Self made a motion to recommend APPROVAL of a rezoning from the Single-Family Residential (RS-1) and Ranch and Estate (R&E) Zoning Districts to the General Commercial (CG) and Single-Family Residential (RS-1) Zoning Districts on 14.880 acres, as presented. Commissioner Spano seconded the motion. The motion carried 5-1, with Chair Stribling voting against.

Staff's recommendation: is to recommend **APPROVAL** of a rezoning from the Single Family Residential (RS-1) Zoning District to the General Commercial (CG) and the newly annexed area from the Ranch & Estate (R&E) to the Single Family Residential (RS-1) Zoning Districts.

Attachments:

Exhibit Map
Aerial Map
Future Land Use Map
Zoning Map
Application
Photos
Notification Map



Location Map Rezoning

Old Stone Ranch

Council District 1 - Tommy Heibert
 Neighborhood: Country Club
 Scale: 1" approx. = 230 ft

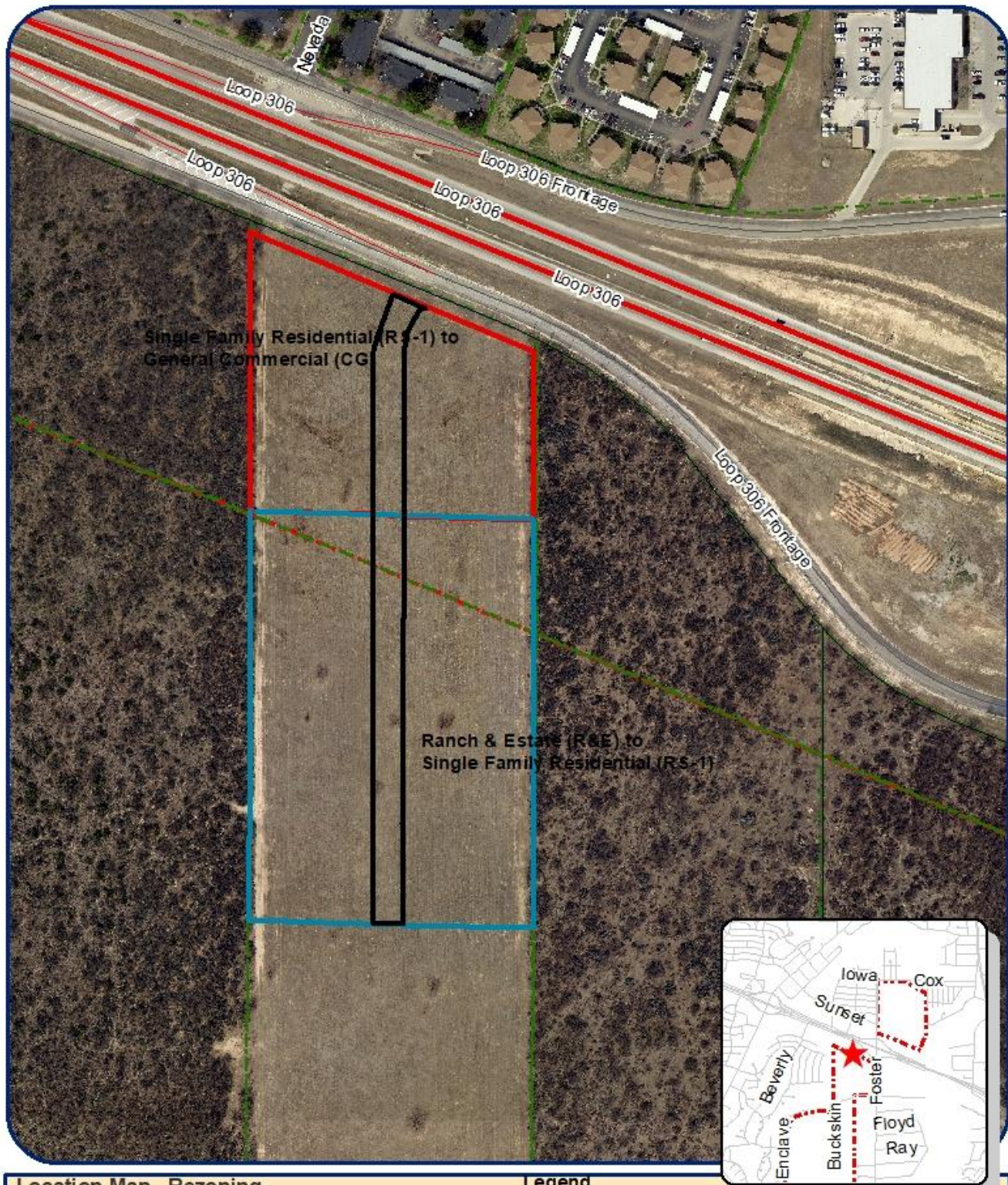
CG Lot 1 Blocks A&B; Lots 2 - 9 Blocks A & B

Legend

Subject Properties:
 Current Zoning: RS-1 and R&E
 Requested Zoning Change: CG & RS - 1
 Vision: Neighborhood and Transitional

N



**Location Map Rezoning****Old Stone Ranch**

Council District 1 - Tommy Heibert

Neighborhood: Country Club

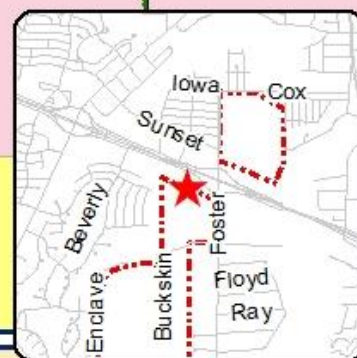
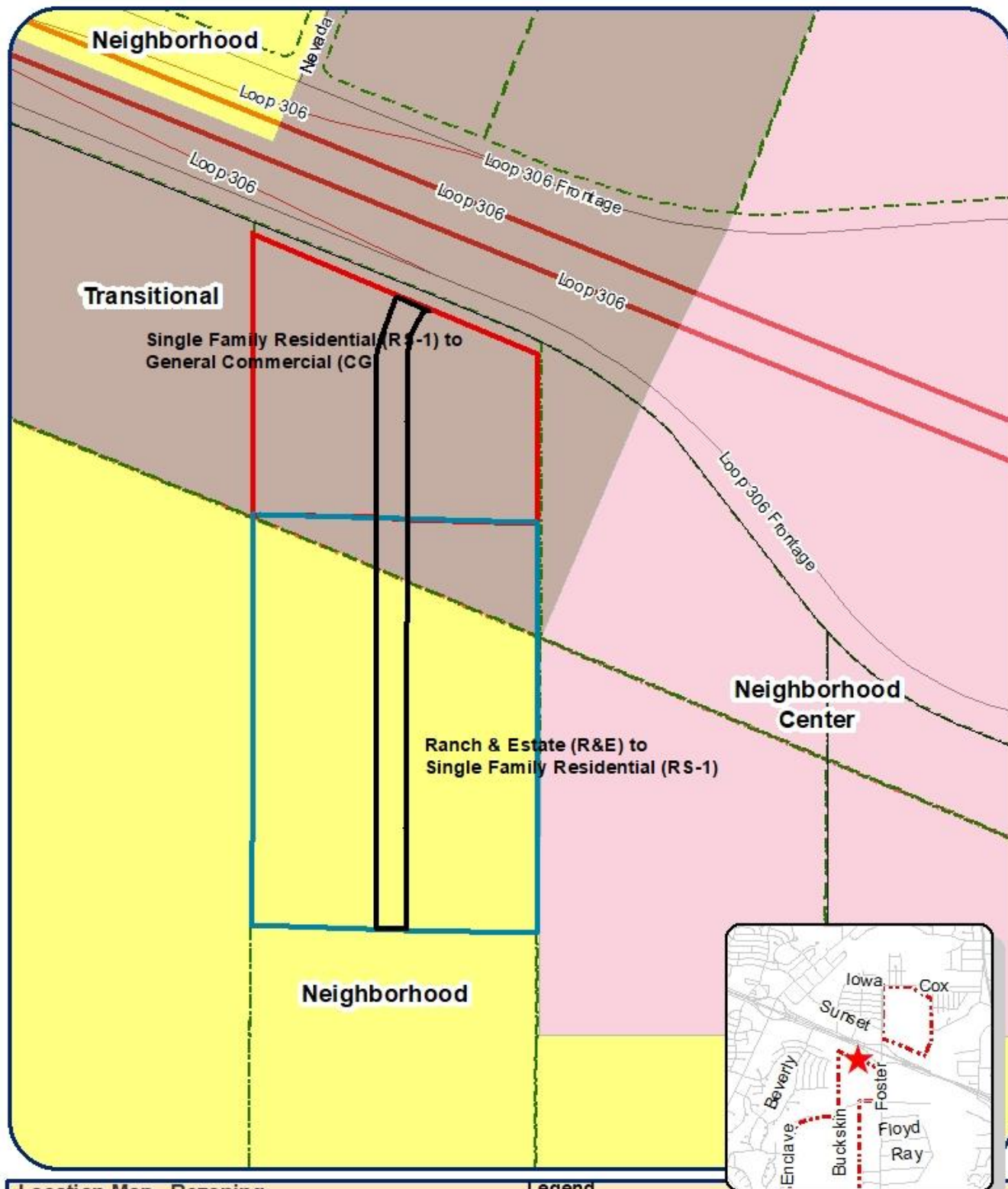
Scale: 1" approx. = 230 ft

CG Lot 1 Blocks A&B; Lots 2 - 9 Blocks A & B

LegendSubject Properties: Current Zoning: RS-1 and R&ERequested Zoning Change: CG & RS - 1Vision: Neighborhood and Transitional

N





Location Map Rezoning

Old Stone Ranch

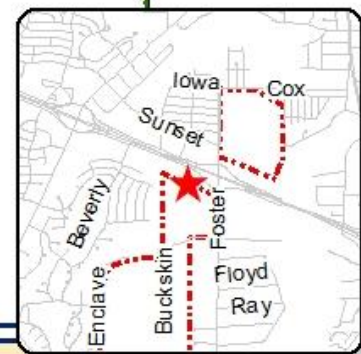
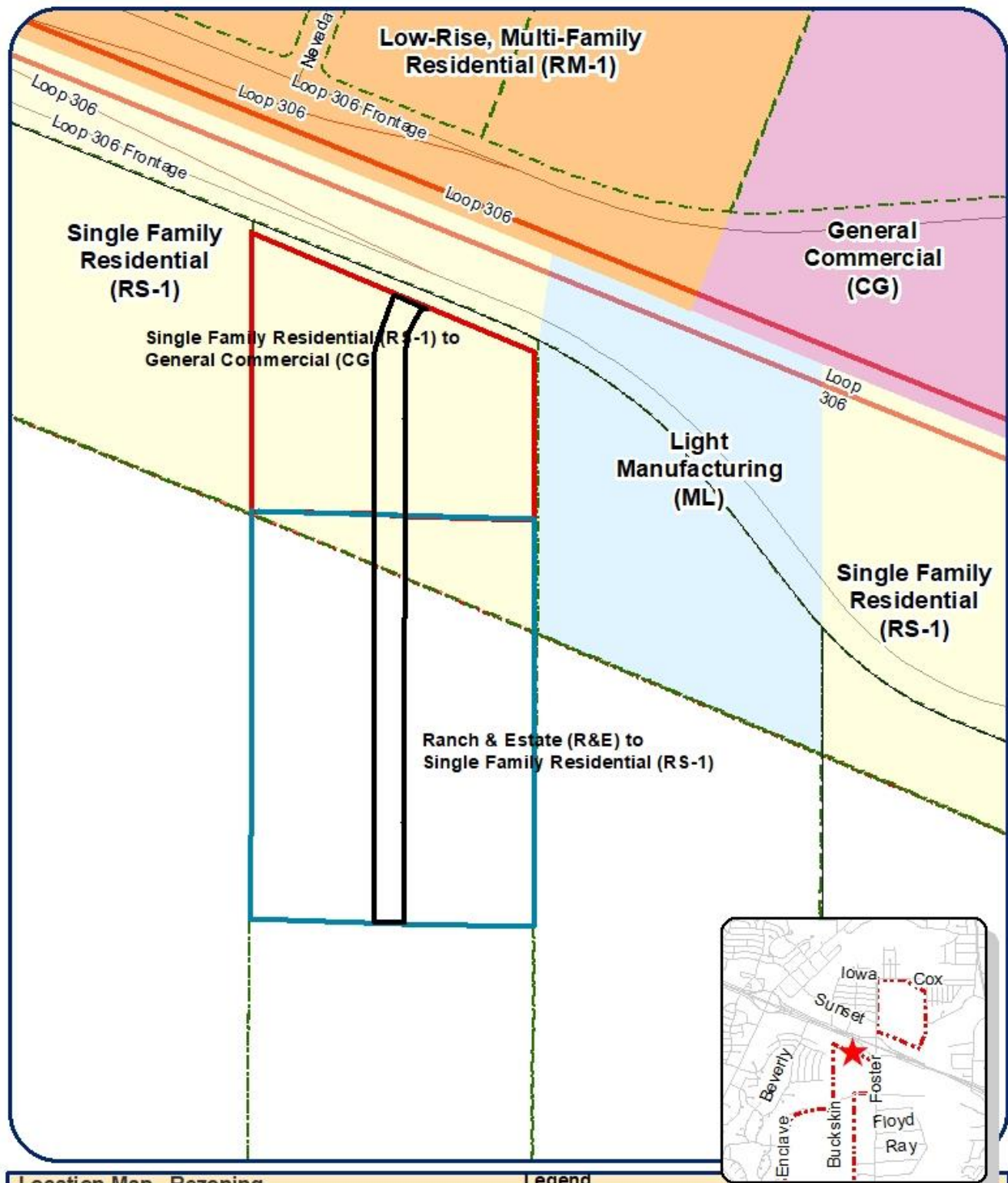
Council District 1 - Tommy Heibert
 Neighborhood: Country Club
 Scale: 1" approx. = 230 ft

CG Lot 1 Blocks A&B; Lots 2 - 9 Blocks A & B

Legend

Subject Properties:
 Current Zoning: RS-1 and R&E
 Requested Zoning Change: CG & RS - 1
 Vision: Neighborhood and Transitional



**Location Map Rezoning****Old Stone Ranch**

Council District 1 - Tommy Heibert

Neighborhood: Country Club

Scale: 1" approx. = 230 ft

CG Lot 1 Blocks A&B; Lots 2 - 9 Blocks A & B

LegendSubject Properties: Current Zoning: **RS-1 and R&E**Requested Zoning Change: **CG & RS-1**Vision: **Neighborhood and Transitional**

N



Effective January 3, 2017

	City of San Angelo, Texas – Planning Division 52 West College Avenue	
Application for Approval of a Zone Change		
Section 1: Basic Information		
Name of Applicant(s): <u>Performance Land & Cattle Co., LLC</u>		
☒ Owner ☐ Representative (Notarized Affidavit Required)		
P.O. Box 1059 Mailing Address 325-650-8921 Contact Phone Number Old Stone Drive Subject Property Address Lots 1-9, Block A & Lots 1-9, Block B, Section One, Old Stone Ranch Legal Description (can be found on property tax statement or at www.tomgreencad.com)	Eldorado City bwdorman@yahoo.com Contact E-mail Address San Angelo City RS-1 & R&E Proposed Zoning: CG: Lot 1 Blk A & Lot 1 Blk 2 Lot size: varies RS-1: Lots 2-9, Block A & Lots 2-9, Block B (Zoning Map available on City Maps)	Texas State 76936 Zip Code Texas State 76904 Zip Code
Section 2: Site Specific Details		
Existing Use of Property: <u>Vacant</u>		
*Proposed Use of Property: <u>Commercial on Lot 1, Block A & Lot 1, Block B; Residential on Lots 2-9, Block A & Lots 2-9, Block B</u>		
*Use separate attachment if necessary		
Section 3: Applicant(s) Acknowledgement (By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)		
☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;		
☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.		
☒ If approved, a zone change is applied to the property, not the property owner.		
☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.		
☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.		
☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.		
☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.		
☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.		

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

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

Bryan Dorman



Performance Land & Cattle Co.

1-17-2020

Owner Name (Print)

Signature

Company/Organization (If Applicable)

Date

Representative Name (Print)

Signature

Company/Organization

Date

FOR OFFICE USE ONLY:
☐ Verified Complete ☐ Verified Incomplete

Date of Application: ____/____/____

Case No.: Z 20 - 04Fully-dimensional site plan: ☐Nonrefundable fee: \$ 625Receipt #: 118775

Date paid: ____/____/____

Sign Deposit \$37.50 20 645

Receipt #: ____

Date paid: ____/____/____

Affidavit attached?

☐ Yes☐ No☐ N/A

Applicant's signature on information sheet?

☐ Yes☐ No

Previous Zone Change Inquiry?

☐ Yes☐ No

If yes, ZCI case no.: ____-____

River Corridor Commission?

☐ Yes☐ No

If yes, RCC meeting date: ____/____/____

Planning Commission hearing date: 2 / 17 / 2020

Date notifications due: ____/____/____

City Council hearing date: 3 / ____ / ____

Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: H. BlakerDate: 1 / 23 / 2020

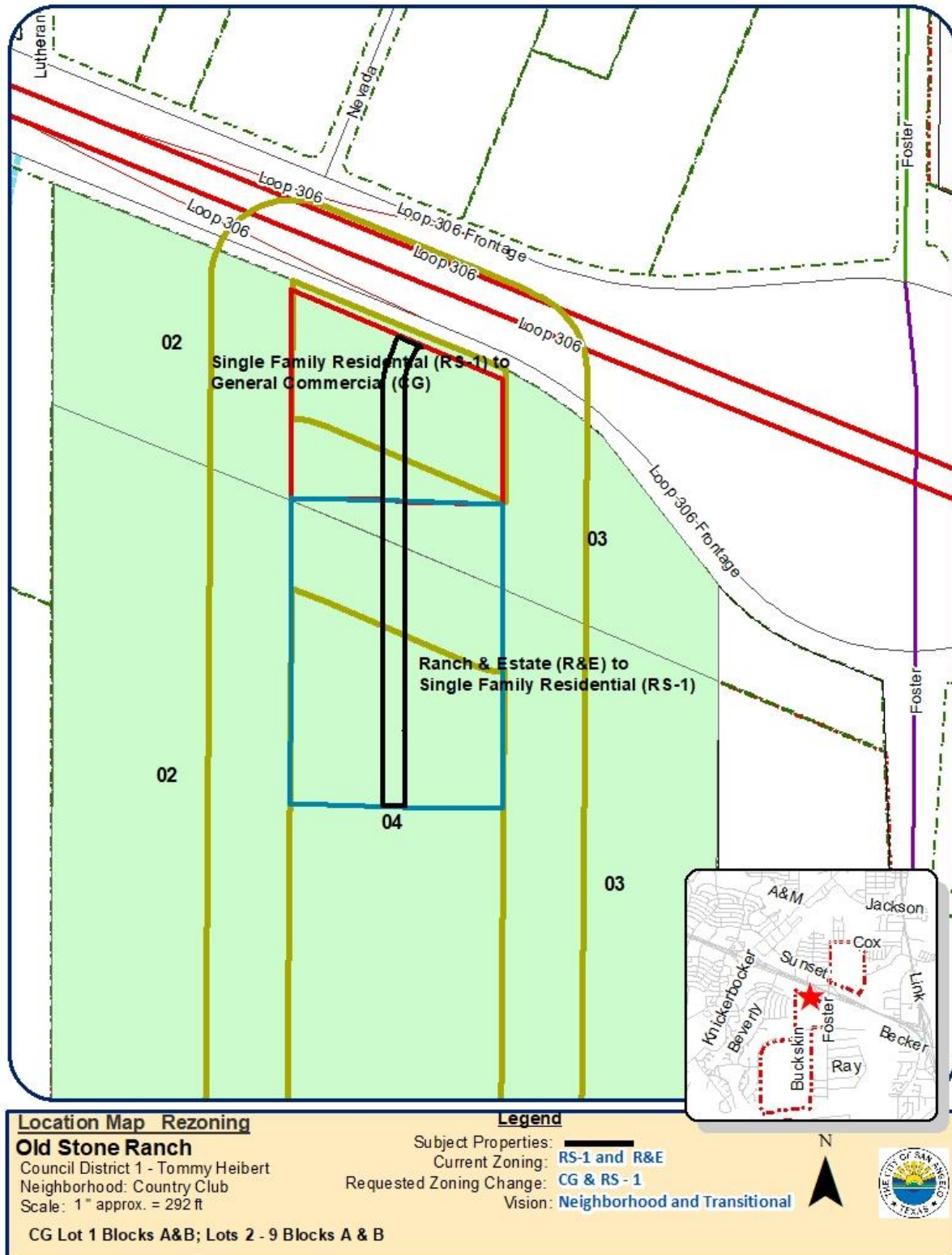
Site Photos



Subdivision work in progress



Old Stone Rd. being constructed. Note the separation fence between commercial and residential.



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **LOCATED AT 1675 AND 1701 WEST LOOP 306 SERVICE ROAD** FROM SINGLE FAMILY – 1 RESIDENTIAL ZONING DISTRICT (RS-1) TO THE GENERAL COMMERCIAL ZONING DISTRICT **AND 4517 – 4546 OLD STONE ROAD, GENERALLY LOCATED SOUTH OF LOOP 306, WEST OF S. FOSTER RD. AND EAST OF N. BENTWOOD DR., SAN ANGELO, TEXAS**, FROM RANCH AND ESTATE RESIDENTIAL ZONING DISTRICT (R&E) TO THE SINGLE FAMILY RESIDENCE ZONING DISTRICT (RS-1); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z20-04: Old Stone Ranch

WHEREAS, on the 16th day of March, 2020, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Single Family – 1 Residence Zoning District (RS-1), and to approve the proposed General Commercial Zoning District (CG); and,

WHEREAS, on the 7th day of April, 2020, City Council held a public hearing on the request to rezone Z20-04 pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant materials;

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

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

The real property generally located at 4517 – 4546 Old Stone Road, specifically being 10.114 acres out of Abst. A-0052 S-0177 Survey: C. Berberich, San Angelo, Tom Green County, Texas; and

The same are hereby amended to designate the following described property permanently zoned GENERAL COMMERCIAL Zoning District:

The real property generally located at 1675 and 1701 West Loop 306 Service Road, specifically being 4.766 acres in Abstract A-0052 S-0177 Survey: C Berberich, San Angelo, Tom Green County, Texas.

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

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

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

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

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

INTRODUCED on the **7th day of April, 2020**, and finally PASSED, APPROVED AND ADOPTED on this the **21st day of April, 2020**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

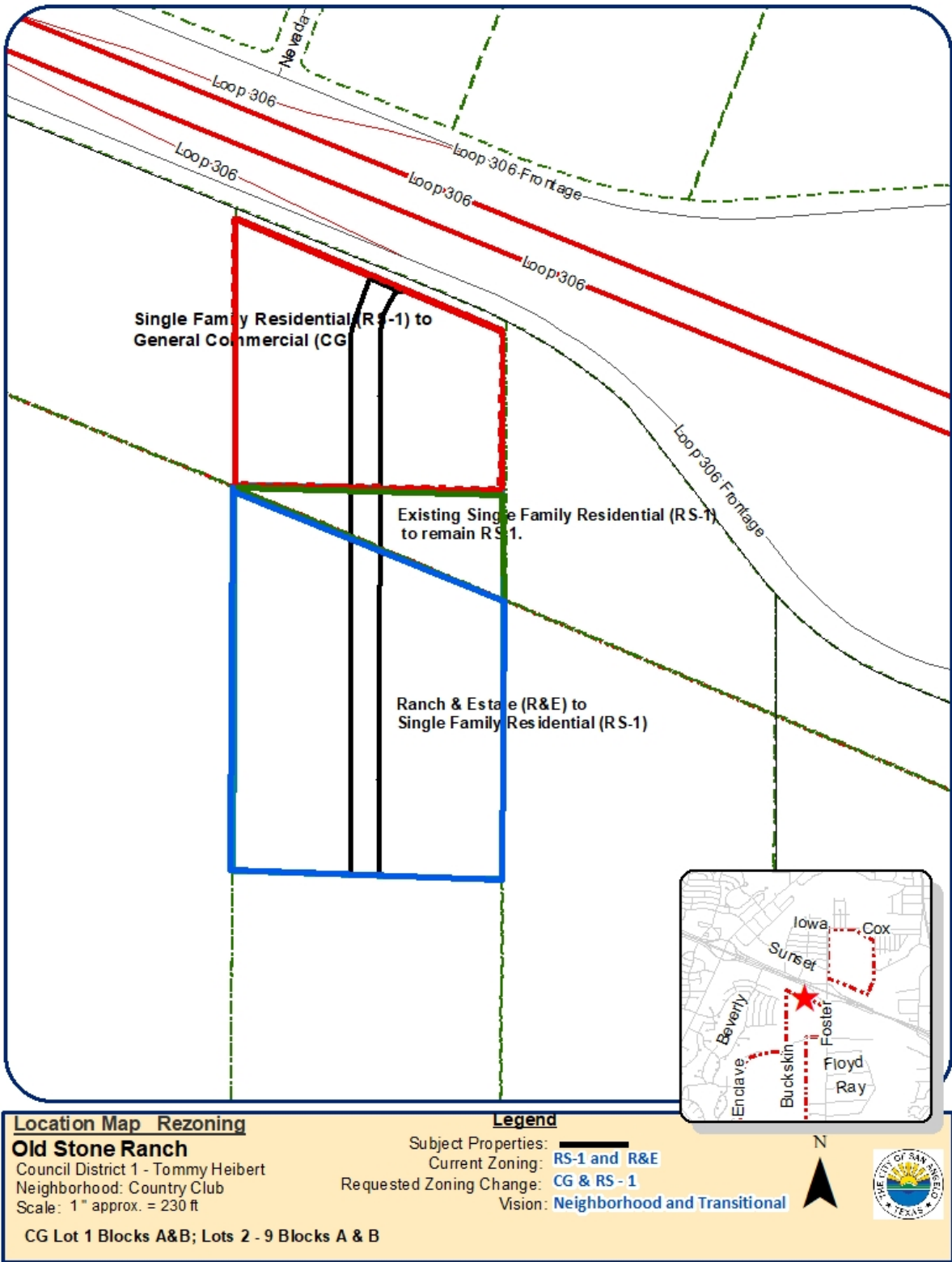
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"





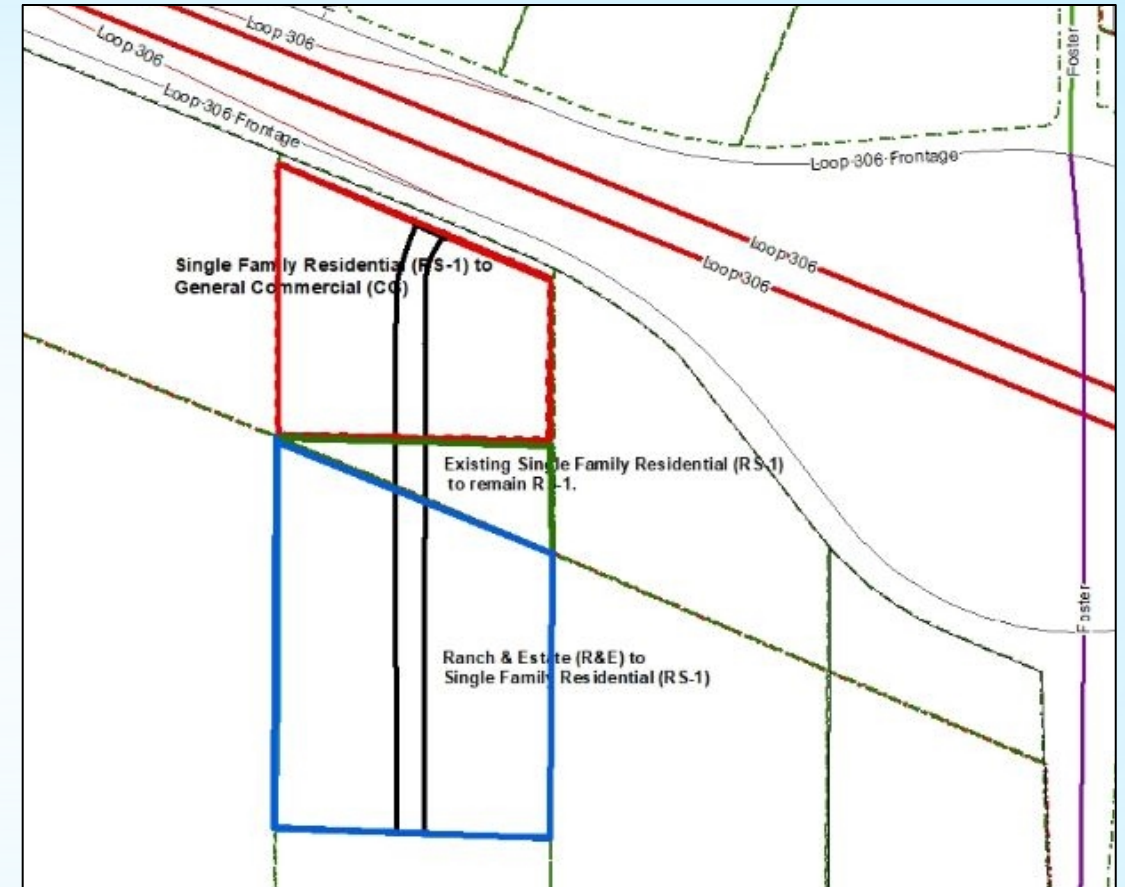
City Council

April 21, 2020



Z20-04: Performance Land & Cattle

- Rezoning from RS-1 to GC & R&E to RS-1
- Loop 306 between Foster Rd. and Bentwood Dr.
- District 1 – Tommy Hiebert
- Staff recommends approval
- Planning Commission voted to approve 5-1
- No opposition





City Council

April 21, 2020



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget, 325-657-4211

Meeting Date: April 21, 2020

Item type: Regular Item

Caption:

First public hearing and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020, for grants, capital items, and projects (Presentation made by Finance Director Tina Dierschke)

Summary/History:

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

- Historic downtown district Grant
- Emergency Management Rehab Trailer Grant
- TIRZ Awards
- Texas Bank Sports Complex Equipment replacement
- COVID-19 Relief funds
- City Hall Waterproofing

Financial Impact:

See Exhibit A of the ordinance.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|----------------------------------|------------------------------------|
| 1. BA Memo - ALL | BA Memo - ALL.pdf |
| 2. Ordinance 04.21.20 | Ordinance 04.21.20.docx |
| 3. Budget Amendment Presentation | 04.21.20 FIN Budget Amendment.pptx |

Presentation:

Tina Dierschke

Approvals/Reviews:

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

Memo

To: Tina Dierschke, Finance Director
From: Jon James, Planning & Dev. Services Director
Date: 04/21/20
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for grant funds that will be used to develop a historic downtown district that can be converted to possible National Registered District.

Source of Funding:

Texas Historical Commission Grant and Intergovernmental Fund Balance

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

On October 15, 2019, City Council adopted a resolution authorizing staff to apply and accept a Texas Historical Commission Certified Local Government Grant.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue:			0
Historical Commission Grant	0	17,500	17,500
Local Match	0	17,500	17,500
			0
Expense:			0
Historic downtown district projects	0	35,000	35,000

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Johnny Fisher, Assistant Fire Chief

Date: 04/21/20

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for grant funds to purchase an Emergency Management Rehab Trailer, rehab kit and 3000 watt generator

Source of Funding:

Homeland Security Grant Program

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

February 19, 2019

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Grant Revenue	0	38,750	38,750
Grant Expense	0	38,750	38,750
			0
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Jon James, Planning & Dev. Services Director
Date: 04/21/20
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for additional funds needed to cover TIRZ Awards (January 2020 TIRZ Board Meeting)

Source of Funding:

TIRZ South Fund balance

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

Yes , February 18, 2020

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
			0
TIRZ Awards	385,011	385,011	770,022
			0
			0
			0
			0

Additional Comments:

Movements of funds to cover award amounts totaling \$172,583.00

Memo

To: Tina Dierschke, Finance Director
From: Carl White, Director of Parks and Recreation
Date: 04/21/20
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Provide funding for equipment replacement, maintenance related items, equipment protection, safety related equipment and tournament support.

Source of Funding:

Texas Bank Sports Complex fund balance

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

Yes, by City Council at the March 3, 2020 meeting.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Project funds	31,168	476,100	507,268
			0
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Bob Salas, Director of NFS

Date: 04/21/20

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for relief funds related to COVID-19 for rental assistance to low/moderate income citizens and other items as the situation evolves.

Source of Funding:

Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from the U.S. Department of Housing and Urban Development (HUD)

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

No

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Grant Revenue	0	388,646	388,646
Grant Expense	0	388,646	388,646
			0
			0
			0
			0

Additional Comments:

Staff is awaiting detailed guidance from HUD before an expenditure proposal is created to ensure we meet the intent of the funding. This proposal will be brought back to City Council for approval.

Memo

To: Tina Dierschke, Finance Director
From: Ron Lewis, Construction & Facilities Manager
Date: 04/21/20
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Provide funding for completion of the initial discovery phase of the City Hall Wall Waterproofing Project. (West Tower - North West Corner)

Source of Funding:

General Fund Capital Projects Fund Balance

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

No

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
City Hall Waterproofing	30,997	70,000	100,997
			0
			0
			0
			0
			0

Additional Comments:

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2019, AND ENDING SEPTEMBER 30, 2020, FOR GRANTS,
CAPITAL ITEMS AND PROJECTS.**

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 2019-2020 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 21st day of April, 2020, and APPROVED and ADOPTED on this 5th day of May.

ATTEST:

CITY OF SAN ANGELO, TEXAS:

Julia Antilley, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

City of San Angelo
Proposed Budget Amendment
Exhibit A

Fund		Total Revenue Amendment		Total Expense Amendment	Net Benefit/(Cost)
Intergovernmental	\$	56,250.00	\$	73,750.00	\$ (17,500.00)
TIRZ	\$	-	\$	25,365.00	\$ (25,365.00)
Texas Bank Sports Complex	\$	-	\$	476,100.00	\$ (476,100.00)
HOME	\$	388,646.00	\$	388,646.00	\$ -
General Fund Capital Improvements Fund	\$	-	\$	70,000.00	\$ (70,000.00)
	\$	444,896.00	\$	1,033,861.00	\$ (588,965.00)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding		Revenue	Expense	Net Benefit/(Cost)
Historic downtown district	Texas Historical Grant and Intergovernmental Fund Balance	\$	17,500.00	\$ 35,000.00	\$ (17,500.00)
Emergency Management Rehab Trailer	Homeland Security Grant Program	\$	38,750.00	\$ 38,750.00	\$ -
TIRZ Awards	TIRZ South Fund Balance	\$	-	\$ 25,365.00	\$ (25,365.00)
Equipment replacement	Texas Bank Sports Complex Fund Balance	\$	-	\$ 476,100.00	\$ (476,100.00)
COVID-19 Relief funds	Federal CARES Act funds from HUD	\$	388,646.00	\$ 388,646.00	\$ -
City Hall Waterproofing	General Fund Capital Improvements Fund Balance	\$	-	\$ 70,000.00	\$ (70,000.00)
		\$	444,896	\$ 1,033,861	\$ (588,965)



City Council

April 21, 2020



Budget Amendment

Intergovernmental Fund	Revenue	Expense
Historical Commission Grant Revenue	\$17,500	
Historic Downtown District projects		\$35,000

* 50% Local Match funded through Intergovernmental fund balance



Budget Amendment

Intergovernmental Fund	Revenue	Expense
Homeland Security Grant Revenue	\$38,750	
Emergency Management Rehab Trailer		\$38,750



Budget Amendment

TIRZ Fund	Revenue	Expense
Project Expense		\$25,365



Budget Amendment

Texas Bank Sports Complex Fund

Revenue

Expense

Project Expense

\$476,100



Budget Amendment

HOME Fund - COVID-19	Revenue	Expense
CARES Act Grant Revenue	\$388,646	
COVID-19 Relief Expense		\$388,646



Budget Amendment

General Capital Projects Fund

Revenue

Expense

City Hall Waterproofing

\$70,000





City Council

April 21, 2020



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 21, 2020

Item type: Regular Item

Caption:

Discussion regarding the issuance of \$17.5 million combination tax and revenue certificates of obligation to provide funds for street improvement projects (Presentation made by Finance Director Tina Dierschke)

Summary/History:

On March 3, 2019, City Council approved a parameters ordinance for a \$17.5 million debt issue which allows the City to move forward as long as certain parameters are met. Given the current situation and uncertainty associated with the COVID-19 pandemic, staff is seeking Council's direction on whether to move ahead as planned.

Our financial advisor recommends that the City proceed as planned because the market is starting to move, and the interest rates could be very good right now. Staff needs direction as soon as possible, with a hard deadline of April 30, so that the financial advisors can halt work on their end if the City decides to put the debt issue on hold.

Other considerations:

City staff has already met with rating agencies and received good credit ratings. There is a cost associated with this in the range of \$18K - \$25K which the City would pay either way since the work has been done. The ratings will not expire if we put the issue on hold.

We originally told Council we would front-load the debt issue with \$1.5 million from the debt service fund balance. Our financial advisors and City staff agree that the City should limit that to \$1.2 million given the current situation. This would leave a fund balance of approximately \$500K.

There should be some opportunity to seek full or partial repayment from Airport PFC funds for their portion of the debt issue which benefits the Airport as it gives them a project which allows them to continue to collect the fee.

Staff is seeking direction on moving forward as planned as well as the amount to use from fund balance.

Financial Impact:

A total of \$17,500,000 General Fund expenditure to be financed by issuance of certificates of obligation.

Other Information/Recommendation:

Attachments:

1. FIN 4-21-20 COSA 2020 - Slides on Proposed CO FIN 4-21-20 COSA 2020 - Slides on Proposed CO.pptx

Presentation:

Approvals/Reviews:

Tina Dierschke
Theresa James
Tina Dierschke
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Final Approval



City Council

April 21, 2020



Proposed Certificates of Obligation

- The City is reviewing the issuance of approximately \$17,500,000 in Certificates of Obligation to fund various capital improvements.
- The Certificates will be amortized over a 20-year period.
- The issuance of the new Certificates will NOT increase the I&S Tax Rate.



Proposed Certificates of Obligation

- Would provide funding for continuation of street reconstruction and improvement
- Current market is expected to yield favorable interest rates



Proposed Certificates of Obligation

- Staff seeks direction on proceeding with the proposed debt issue and the use of fund balance from the debt service fund.





City Council

April 21, 2020

