



City Council Agenda 06/07/2016

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on June 7, 2016 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Prayer and Pledge

3. Proclamations/Recognitions

- a. The City of San Angelo Budget division for receiving the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award to be accepted by Budget Manager Morgan Chegwiddden, Senior Budget Analyst Walt Wilkinson, and Senior Budget Analyst Tony Jost.
- b. Fire Marshal Ross Coleman for completing the Executive Fire Officer Program

4. Public Comment

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

5. Consent Agenda

- a. Consider approving the May 18, 2016 City Council regular meeting minutes (B.Kendrick)
- b. Consider approving an Interlocal Agreement with City of Midland for the use of San Angelo Fire Department's (SAFD) facilities and instruction for the training of Midland firefighters in Aircraft Rescue Firefighting, and authorizing City Manager to execute all related documents (B. Dunn)
- c. Consider approving Amendment No. 1 to Lease for Communications Facilities with Alamosa Properties, L.P., for space on City-owned tower commonly known as Loop Tower located 4651 Fall Creek Dr., providing new lease term and yearly rental rates (C.Preas)
- d. Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property (C.Preas):
Triangular shaped parcel between Armstrong, 16th and 14th Street, Exall Addition; Louis A. Perez (\$1,000)

- e. Consider a resolution ratifying a resolution by COSADC; authorizing a project and MOU to provide up to \$633,000 local matching funds to Tom Green County as required under the \$2,000,000 Defense Economic Adjustment Assistance Grant awarded to Tom Green County for renovation of two GAFB buildings to be used as a training center and collaboration center and the purchase of technology hardware required for instruction and authorizing the President to execute the MOU on behalf of the corporation (R.Pena)
- f. Consider awarding FS-04-16 Tractors to CNH Industrial America, LLC, utilizing Buyboard contract #447-14 in the amount of \$160,000, budgeted in FY16, for the purchase of three (3) units, and authorizing the City Manager or designee to execute any related documents. (R.Kramer)
- g. Consider a resolution authorizing the City Manager to execute a grant agreement between the City of San Angelo and the Texas Parks and Wildlife Department, to design and construct boat ramp, parking and restroom improvements at Middle Concho Park at Lake Nasworthy - (Parks & Recreation Director Carl White)
- h. Consider a resolution reaffirming Council action of February 24, 1981, being the abandonment and closing of a portion of the alley in Block D, Baze Addition, and authorizing the Mayor to execute a substitute quitclaim deed abandoning and quitclaiming all of City's right and title to the abandoned right-of-way to the abutting property owners.

6. Regular Agenda

- a. First reading and public hearing on an ordinance amending the Major Thoroughfare Plan component of the San Angelo Comprehensive Plan in an area East of US 67/277, north of FM 380, and west of City Farm Road. - (Presentation by Planning & Development Services Director Jon James)
- b. Consider authorizing the City Manager to execute an agreement with San Angelo Host, Inc., for the operations of concessions at City properties - (Presentation by Parks & Recreation Director Carl White)
- c. Consider authorizing the City Manager to negotiate and execute an agreement between the City of San Angelo and Nasworthy Lake Tours, LLC, to operate an excursion paddle wheel steamboat and non-motorized water craft rental concession at Spring Creek Park at Lake Nasworthy - (Presentation by Parks & Recreation Director Carl White)
- d. Consider the following items related to the Solid Waste Contract:
Approval of an amendment to contract section 8 titled "Duties of Provider" with Republic Services of Texas, LTD., providing monthly bulk pick-up and every other week collection of recyclables
First public hearing and consideration of an ordinance amending Section A8.017 "Charge for Collection of Garbage and Trash" - (Presentation by Operations Director Shane Kelton)
- e. First public hearing and introduction of an ordinance amending the 2015-2016 budget for capital projects and donations. (Presentation by Budget Manager Morgan Chegwiddden)

7. Closed Session

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

- a. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
 1. 2013 Sealcoating Program Contract; and
 2. Templeton Construction, Inc.
- b. Section 551.072 deliberate the purchase, exchange, lease, or value of real property related to: Lot 1, Group 7, Lake Nasworthy Addition

8. Follow Up and Administrative Issues

- a. Consider possible action on matters discussed in Executive/Closed Session, if needed
- b. Consider changing the City Council Meeting dates for July 2016 due to the requirements of Canvassing the Runoff Election
- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 2nd day of June 2016, at 2:30 p.m.

Bryan Kendrick, City Clerk

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

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

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



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

April 22, 2016

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **City of San Angelo, Texas** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Finance/Budget Division**

For budgets beginning in 2014, 1,491 participants received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a major professional association servicing the needs of 18,300 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

Recognition

Fire Marshal Ross Coleman recently completed the Executive Fire Officer Program, which equips fire service leaders with the tools, skills and knowledge to lead their organizations through challenging issues and times.

The Executive Fire Officer Program is administered through the Federal Emergency Management Agency's (or FEMA's) National Fire Academy. The intensive program consists of four courses. Each requires a written Applied Research Project to demonstrate theory application to real-life situations within the student's own organization. The courses include: Executive Development, which emphasizes team development and consensus decision-making; Executive Analysis of Community Risk Reduction, which involves developing partnerships to mitigate the risk of disasters; Executive Analysis of Fire Service Operations in Emergency Management, which focuses on incident response; and Executive Leadership, which ties together the educational experiences of the prior three years.

The City of San Angelo is fortunate to have in its fire marshal an expert professional who is steadfastly committed to continual career development, organizational improvement and the fire service in general.

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

Fire Marshal Ross Coleman

for his achievements and positive determination to make a difference in our community.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 7th day of June, 2016.

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Wednesday, May 18, 2016

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 8:33 a.m. on Wednesday, May 18, 2016, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Lance Overstreet from the Engineering Department; and the pledges were led by Anya Patino (4th grader) from McGill Elementary.

3. Proclamations/Recognitions

The Central High School Speech & Debate teams were recognized for their success at the district, state and national levels

The City of San Angelo was recognized for receiving Class 1 ISO (Insurance Services Organization) Rating "Building Safety Month" May 2016 was received by Building Official Al Torres

"The Lady in Blue Celebration" was recieved by Gus Clements

Nikki Powell, a 4th Grade Teacher at McGill Elementary was recognized for her service

4. Public Comment

Citizen R.A. Cantrell spoke about the need for brush control.

Roland Pena made spoke about the benefits and implications of the new lower ISO rating for Economic Development.

5. Consent Agenda

- a. Approval of the:
 - 1) May 3, 2016 City Council regular meeting minutes; and
 - 2) May 3, 2016 City Council special joint meeting with City of San Angelo Development Corporation
- b. Approval of an agreement with the Texas Southwest Council, Inc. Boy Scouts of America for the property and camp at 7677 S. Country Club Rd. at Lake Nasworthy and authorizing the City Manager to execute said agreement

- c. Approval of a Memorandum of Understanding with Goodfellow Air Force Base (GAFB) for tour of water treatment plant facilities and authorizing City Manager to execute all related documents
- d. Approval of a recommendation by the COSADC Board for the negotiation and execution of a real estate sales contract for the sale of approximately 2 acres of land located at the San Angelo Business & Industrial Park to Falls Capital, Inc. (Wornat-Abilene, LLC) at a price of \$29,000 per acre, with 6% realtor fees to be paid by buyer
- e. Approval of an Interlocal Agreement between the Health and Human Services Commission of the State of Texas and the City of San Angelo for reimbursement of \$30,000 for architectural design services for project at Chase State Office Building
- f. Second Reading and adoption of an ordinance amending Chapter 2, "Administration and Personnel", Article 2.07, "Boards, Committees, and Commissions", Division 10, "Tax Increment Reinvestment Zone Board", and removing Chapter 2, "Administration and Personnel", Article 2.07, "Boards, Committees, and Commissions", Division 11, "Downtown Development Commission"
- g. Approval of amendments to the bylaws for the Tax Increment Reinvestment Zone Board
- h. Approval of an Interlocal Agreement between the Tom Green County Appraisal District and the City of San Angelo regarding the ownership, usage, service, maintenance and location of a certain Xerox model 6204 wide format printer/scanner/copier
- i. Approval of adoption of a resolution approving a change in the rates of Atmos Energy Corporation, Mid-Tex as a result of a settlement between Atmos and the Atmos Texas Municipalities under the Rate Review Mechanism

Motion: Council Member Silvas made a motion, seconded by Council Member Self, to approve the consent agenda, with the exception of item 5g. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Self made a motion, seconded by Council Member Fleming, to approved item 5g, as presented. The motion carried unanimously (0) ayes to (0) nays.

6. Special Agenda

- a. Approval of adopting a resolution canvassing returns and declaring the results of the General Election held on the 7th day of May, 2016; providing a severability clause; and providing for an effective date

The resolution was read by Mayor Morrison

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

- b. Administration of Oaths of Office and presentation of Certificates of Election

Judge Allen Gilbert administered the oaths of office for Single Member District representatives 1 and 3. Mayor Morrison presented the Certificates of Election.

Note: Council Members Rodney Fleming and Johnny Silvas stepped down as newly elected Council Members Bill Richardson and Harry Thomas took their seats at the dais

- c. Introduction of Special Guests

Newly elected officials introduced their special guests in attendance at the meeting.

- d. Appointment of Mayor Pro-Tempore Elizabeth Grindstaff

Motion: Council Member Farmer made a motion, seconded by Council Member Self, to nominate Council Member Grindstaff as Mayor Pro-Tempore. The motion carried unanimously (7) ayes to (0) nays.

7. **Note: A reception immediately followed the Special Agenda. The Regular Agenda with the newly seated Council Members began after the recess for the reception.**

8. **Regular Agenda**

- a. Presentation and discussion of the actuarial report by Towers Watson on the status of the workers' compensation, liability, and property insurance programs

A presentation was made by Human Resources Director Lisa Marley, Risk Manager Charles Hagen and Jason Martin, a Senior Consultant with Towers Watson.

No action was taken on this item.

- b. Approval of adopting a resolution for grant funding in the amount not to exceed \$300,000 from Bureau of Reclamation's WaterSMART Title XVI Water Reclamation and Reuse Program

A presentation was made by Water Utilities Assistant Director Allison Strube

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

- c. Approval of awarding RFB WU-05-15 Professional Services contract for the 2016 Water Master Plan to CDM Smith, Inc. of Austin, Texas in the amount of \$314,460, budgeted for purchase FY2016, and authorizing the City Manager or designee to execute any related documents

A presentation was made by Water Utilities Director Bill Riley

Motion: Council Member Grindstaff made a motion, seconded by Council Member Lucy Gonzales, to award the contract, as presented. The motion carried (6) ayes to (1) nays, with Mayor Morrison casting the dissenting vote.

- d. Approval of adopting a resolution ordering that a Runoff Election be held on July 2, 2016, for the purpose of electing municipal officers; ordering publication; making provisions for the conduct of the election; providing for severability; and providing for an effective date (una Resolución, convocando una segunda votación (elección de desempate) se celebrará en dicha ciudad el 2 de Julio, 2016, para la elección de oficiales municipales; ordenando publicación, haciendo provisiones para la conducta de dichas eleccion; previendo por divisibilidad; y previendo una fecha de vigencia

Note: This item was taken immediately following item 5c

A presentation was made by City Clerk Bryan Kendrick

Motion: Council Member Charlotte Farmer made a motion, seconded by Council Member Marty Self, to adopt the resolution, as presented. The motion carried unanimously (7) ayes to (0) nays.

9. **Closed Session**

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

- a. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding a contract for electricity
- b. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
 1. 2013 Sealcoating Program Contract;
 2. Templeton Construction, Inc.; and
 3. Denise Kendall V COSA ZBA 16C070-L2 (3221 RED BLUFF ROAD)

10. Follow Up and Administrative Issues

- a. Action on matters discussed in Executive/Closed Session, if needed

Motion: Council Member Self made a motion, seconded by Council Member Farmer, to approve for the City Manager to negotiate and execute a contract for electricity based on the lowest bid by a qualified bidder. The motion carried unanimously (7) ayes to (0) nays.

- b. Approval of Board nomination:

- Zoning Board of Adjustments: Aaron Nelson (Mayor - Alternate) to a first term ending January 2018

Motion: Council Member Farmer made a motion, seconded by Council Member Grindstaff, to approve the board nomination, as presented. The motion carried unanimously (7) ayes to (0) nays.

- c. Announcements and consideration of Future Agenda Items

Council Member Grindstaff noted that she would be holding a neighborhood chat in the near future.

11. Adjournment

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

There being no further business, the meeting was adjourned at 11:49 p.m.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Stephanie Collins, Office Manager, Fire Department, 325-657-4355

Meeting Date: June 7, 2016

Item type: Consent Item

Caption:

Consider approving an Interlocal Agreement with City of Midland for the use of San Angelo Fire Department's (SAFD) facilities and instruction for the training of Midland firefighters in Aircraft Rescue Firefighting, and authorizing City Manager to execute all related documents (B. Dunn)

Summary/History:

The San Angelo Fire Department is asking to provide instruction and the use of facilities to Midland Fire Department to help train some of their firefighters in Aircraft Rescue Firefighting. Midland will reimburse SAFD for any associated costs incurred while training. SAFD has the capacity and training already developed to provide this assistance to Midland. We look at this as an opportunity to help a sister city with an issue.

Financial Impact:

Fiscal impact only if expenses are incurred and those are fully reimbursed by Midland.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Midland Interlocal Agreement MOU_FIRE_TRAINING (4-20-16).docx

Presentation:

Approvals/Reviews:

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

INTERLOCAL AGREEMENT

BETWEEN

CITY OF SAN ANGELO

AND

CITY OF MIDLAND

This Interlocal Agreement (Agreement), is made and entered into this ____ day of _____ 2016, between the City of San Angelo, Texas (San Angelo), and the City of Midland, Texas (Midland), pursuant to Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act (the "Act"). San Angelo and Midland are sometimes collectively referred to herein as the "Parties".

WHEREAS, The Midland Fire Department (MFD) requested training assistance from the San Angelo Fire Department (SAFD); and

WHEREAS, the training is required for the completion of a Texas Commission on Fire Protection course on Aircraft Rescue and Fire Fighting; and

WHEREAS, SAFD is willing and able to assist with the training.

NOW, THEREFORE, the Parties agree as follows:

1. RESPONSIBILITIES OF SAFD:

A. SAFD shall provide instruction and use of its fire training facilities to MFD personnel for completion of a Texas Commission on Fire Protection approved course in the discipline of Aircraft Rescue and Fire Fighting. Fire training facilities may include those facilities located at San Angelo Regional Airport - Mathis Field, as well as facilities located at Goodfellow Air Force Base as permitted by Goodfellow Air Force Base.

B. SAFD personnel shall oversee and lead all training exercises conducted pursuant to this Agreement. Any involvement or assistance by MFD instructors, safety officers, or other personnel shall be at the sole discretion of SAFD personnel.

2. RESPONSIBILITIES OF MFD:

A. MFD agrees all employees will abide by all SAFD policies, procedures, and directives during the training event(s).

B. MFD agrees to reimburse SAFD for all costs incurred by it in conducting the training event(s), including but not limited to, any property damages, and costs for training prop usage, fuel, and extinguishing agents. Reimbursement shall be made within thirty (30) days of SAFD submitting a written statement of costs incurred to MFD. SAFD agrees to waive fees for use of SAFD owned facilities and personnel.

3. GENERAL TERMS:

A. In addition to all applicable federal, state, and local laws, the Parties agree to comply with National Fire Protection Association 1403: Standard on Live Fire Training Evolutions when conducting and participating in the training event(s).

B. LIABILITY: Per Section 791.006(a) of the Act, Midland is the governmental unit that would be responsible for furnishing the services in the absence of this Agreement; therefore, Midland is responsible for any civil liability that arises from the furnishing of the services.

C. This Agreement will become effective upon approval by the governing bodies and execution by all parties hereto. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of services for the purpose stated herein.

D. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

E. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

F. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

G. TERM: This Agreement shall be valid for one calendar year from the date of execution by both Parties. This Agreement shall automatically be renewed from year to year without further action required on the part of either Party, hereto. It is intended that one or more training events take place between June and August for each year that this Agreement is in effect. MFD agrees that the training will last no more than five (5) business days. Training may be conducted on nonconsecutive days as necessary to fulfill the purpose of this Agreement.

H. TERMINATION: This Agreement shall commence upon the date of execution. Each Party has the right to terminate its participation in this Agreement upon sixty (60) days written notice to the other Party. The Parties to this Agreement understand and agree that it is in either Party's sole discretion to cancel this Agreement during the term of this Agreement without penalty to either Party. The Parties have no expectation and have received no guarantees that this Agreement will not be terminated. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of this Agreement.

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

K. DEFENSES: This Agreement is made pursuant to Chapter 791, Texas Government Code. It is agreed that, in the execution of this Agreement, neither Party waives any immunity or defense that would otherwise be available to it against third parties, or against claims arising from the exercise of governmental powers and function. This Agreement shall not be construed as a waiver regarding the issues of governmental immunity, sovereign immunity or qualified immunity.

L. THIRD PARTY CLAIMS: Third party claims against parties shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas and of the United States.

N. ASSIGNMENT: The Parties hereto shall not assign this agreement, in whole or in part, any such assignment being void.

O. THIRD-PARTY BENEFICIARIES: This Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

T. NOTICE: All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to SAFD:

City of San Angelo Fire Department
Attn: Fire Chief
306 West 1st Street
San Angelo, Texas 76903

If to MFD:

City of Midland Fire Department
Attn: Fire Chief
1500 W. Wall Street
Midland, Texas 79701

The Parties have caused this Agreement to be executed by their duly authorized representatives on this ____ day of _____, 2016.

[Signature page follows]

CITY OF SAN ANGELO, TEXAS

Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

CITY OF MIDLAND, TEXAS

Courtney Sharp, City Manager

ATTEST:

Amy Turner, City Secretary

For the City of San Angelo, Texas:

Approved as to Content:

Approved as to Form

Brian Dunn, Fire Chief

Brandon Dyson, Assistant City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Consent Item

Caption:

Consider approving Amendment No. 1 to Lease for Communications Facilities with Alamosa Properties, L.P., for space on City-owned tower commonly known as Loop Tower located 4651 Fall Creek Dr., providing new lease term and yearly rental rates (C.Preas)

Summary/History:

The City owns and currently leases to Alamosa Properties, L.P. ("Lessee") space on tower commonly known as Loop Tower and being located at 4651 Fall Creek Drive, City of San Angelo. Lessee requests Amendment No. 1 to Lease Agreement to extend the term of the current Lease, which commenced June 15, 2001 and will end June 14, 2016, and to provide an increase in yearly lease fees.

Amendment No. 1 to Lease Agreement provides for an initial lease term of five (5) years, with an option to renew the lease for two (2) – five (5) year terms (total 15 years). Additionally, the Amendment provides for a yearly rental increase of three percent (3%).

Tenant is in good standing as to all lease obligations

Financial Impact:

Initial Rent payment \$32,724.00; thereafter, annual Rent will increase by 3% over the Rent payable for the preceding twelve months.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

Presentation:

None

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Consent Item

Caption:

Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property (C.Preas):
Triangular shaped parcel between Armstrong, 16th and 14th Street, Exall Addition; Louis A. Perez (\$1,000)

Summary/History:

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

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|---------------------------------|---------------------------|
| 1. Tax Resale Property Analysis | PROPERTY ANALYSIS.pdf |
| 2. Tax Resale Resolution | Tax Resale Resolution.doc |
| 3. Tax Resale Map | Tax Resale Map.pdf |

Presentation:

None

Approvals/Reviews:

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

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Being all that tract or parcel lying in a triangular shape between Armstrong, 16th and 14th Streets, Exall's Addition, City of San Angelo, as described in Volume 639, Page 273, Deed Records of Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: TAX90-0085B

Location: Trangular shaped parcel between Armstrong, 16th and 14th Streets

City of San Angelo, et al. G. D. Prichard
vs.

Tax ID Number: Acct #09-22200-0013-012-00

Judgment Date: September 24, 1990

Date of Sheriff's Sale: August 6, 1991

Sheriff's Deed Recorded: August 30, 1991

Years Held in Trust

25 Yrs

Adjudge Value: \$ 1,000.00

Urban Redevelopment Program?

NO

Amount of Offer: \$ 1,000.00

Purchaser: Louis A. Perez

	Amounts Due		Priority	% of	Pro Rata	Amounts
	Fees	Judgment	Allocations	Remainder	Allocations	Distributed
Administration Fee	\$500.00		\$500.00	0.00%		\$500.00
Maintenance Fee	\$1,750.00		\$1,750.00	20.00%		\$350.00
District Clerk	\$136.00		\$136.00	20.00%		\$27.20
Sheriff's Fee	\$89.00		\$89.00	20.00%		\$17.80
Attorney Fee	\$201.55		\$201.55	20.00%		\$40.31
Municipal Liens	\$ -	\$0.00				\$0.00
Taxes	\$ -	\$573.45		11.28%	\$64.69	\$64.69
Total	\$2,676.55	\$573.45	\$2,676.55	100.00%	\$64.69	\$1,000.00
Actual Total Amt Due		\$3,250.00				
Amount Remaining						\$ 708.99

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

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

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

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

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

Conveying to:

Louis A. Perez (\$1,000.00)

Being all that tract or parcel lying in a triangular shape between Armstrong, 16th and 14th Streets, Exall's Addition, City of San Angelo, as described in Volume 639, Page 273, Deed Records of Tom Green County, Texas. Acct. # 09-22200-0013-012-00

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

THE CITY OF SAN ANGELO

Attest:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved As to Content:

Approved As to Form:

Cindy S. Preas, Real Estate Manager

Theresa James, City Attorney

Triangular Shape between Armstrong, 16th & 14th Streets, Exall's Addition

Triangular shape between Armstrong, 16th & 14th St 50' x 25'



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Consent Item

Caption:

Consider a resolution ratifying a resolution by COSADC; authorizing a project and MOU to provide up to \$633,000 local matching funds to Tom Green County as required under the \$2,000,000 Defense Economic Adjustment Assistance Grant awarded to Tom Green County for renovation of two GAFB buildings to be used as a training center and collaboration center and the purchase of technology hardware required for instruction and authorizing the President to execute the MOU on behalf of the corporation (R.Pena)

Summary/History:

This action ratifies COSADC's approval of a Resolution authorizing a project for Goodfellow Air Force Base (GAFB) and MOU with Tom Green County to provide matching funds as part of the local contribution requirement under the Defense Economic Adjustment Assistance Grant. The grant is awarded to Tom Green County who will act as the fiscal agent and administrator of the grant.

The funding will allow GAFB to expand the mission of intelligence training at the base which will require renovation of two classroom buildings to be used as a training center and collaboration center, and the purchase of technology hardware required for instruction.

The Project has the potential to attract new military missions to GAFB and result in additional active duty and civilian jobs having a positive impact on the economy of TGC and City, and is considered an authorized Project under Section 501.104 of Chapter 501 of the Development. Therefore, the use of sales and use tax funds for this type of a project is authorized by statute.

On January 27th, the COSADC Board approved an agenda item that allowed staff to negotiate and execute an economic development performance agreement between COSADC and Project 2016-19G and the allocation in the amount up to \$760,000. The motion carried unanimously five (5) ayes to zero (0) nays. The resolution was approved by the COSADC Board at its regular meeting on May 25, 2016.

Financial Impact:

\$633,000 - Budget Amendment in process to create project account - from future projects

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------------|--|
| 1. | COSADC Resolution | 8a2_Goodfellow Resolution.pdf |
| 2. | Resolution - Ratifying | 16-436_COSADC_GAFB_DEAAG_MOU_RESO.docx |

Presentation:

N/A

Approvals/Reviews:

Robert Schneeman
Roland Pena

Created/Initiated
Approved

Theresa James
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS, AUTHORIZING THE USE OF SALES AND USE TAX FUNDS FOR A PROJECT RELATED TO SECTION 501.104 CERTAIN MILITARY BASES OR MISSIONS AS AUTHORIZED UNDER THE TYPE B CORPORATION IN LOCAL GOVERNMENT CODE CHAPTER 501 SUBCHAPTER A AND B.

WHEREAS, Goodfellow Air Force Base (“GAFB”) is located in the City of San Angelo (“City”), Tom Green County (“TGC”), Texas and is the City’s largest employer; and,

WHEREAS, the mission of GFAB is intelligence training for all branches of the United States Military; and, TGC; and,

WHEREAS, GAFB desires to expand the mission of the intelligence training mission of the base which will require renovation of two classroom buildings to be used as a training center and collaboration center, and the purchase of technology hardware required for instruction (hereinafter “Project”); and,

WHEREAS, TGC has applied for and has been awarded a Defense Economic Adjustment Assistance Grant (hereinafter the Application and Grant are collectively referred to as the “Grant”) from the Office of the Governor, Texas Military Preparedness Commission to provide state funding for the project, which funding requires local matching funds; and,

WHEREAS, the City of San Angelo Development Corporation (“COSADC”) is Type 4 B Development Corporation authorized to utilize half cent sales and use tax funds for Projects related to certain Military Bases or Missions that includes the development of facilities, improvements, acquisition, buildings, or expenditures found by the board of directors to be required or suitable for attracting new military mission to a military base in active use, and;

WHEREAS, TGC and COSADC recognize the strategic priority and role that they can play to support our nation’s security efforts through local support of the base in the form of matching funds necessary to secure the grant for the Project; and,

WHEREAS the COSADC Board of Directors has determined that the Project will attract new military missions to GAFB and result in additional active duty and civilian jobs having a positive impact on the economy of TGC and City, and is thereby an authorized Project under Section 501.104 of Chapter 501 of the Development Corporation Act (hereinafter the ‘Act’); and,

WHEREAS, on May 25, 2016, the board of directors of COSADC determined that the Project and provision of funding for a portion of matching funds required as stated in the MOU are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) approved by City Council; and, that the Project and funding serve the public purposes set forth in the Act;

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

The City of San Angelo Development Corporation offers this Resolution in support of: City Council approval of authorizing a project at Goodfellow Air Force Base (GAFB) to provide local matching funds in an amount not to exceed \$633,000, as required under the Defense Economic Adjustment Assistance Grant in the sum of \$2,000,000, awarded to Tom Green County, for renovation of two classroom buildings to be used as a training center and collaboration center, and the purchase of technology hardware required for instruction, and authorizing the President to execute the MOU on behalf of the corporation in substantially the same form; publication of notice of the Project; holding public hearing(s) as required;

PASSED, APPROVED, and ADOPTED on this the 25th day of May, 2016.

CITY OF SAN ANGELO DEVELOPMENT
CORPORATION

By: _____
Tommy Hiebert, President

ATTEST:

By: _____
Bryan Kendrick, Corporation Secretary

A RESOLUTION OF THE CITY COUNCIL OF SAN ANGELO, TEXAS, APPROVING AND RATIFYING THE RESOLUTION OF THE BOARD OF DIRECTORS FOR THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION (COSADC) AUTHORIZING THE USE OF SALES AND USE TAX FUNDS FOR A PROJECT RELATED TO SECTION 501.104 CERTAIN MILITARY BASES OR MISSIONS AS AUTHORIZED UNDER THE TYPE B CORPORATION IN LOCAL GOVERNMENT CODE CHAPTER 501 SUBCHAPTER A AND B.

WHEREAS, Goodfellow Air Force Base (“GFAB”) is located in the City of San Angelo (“City”), Tom Green County (“TGC”), Texas and is the City’s largest employer; and,

WHEREAS, the mission of GFAB is intelligence training for all branches of the United States Military; and, TGC; and,

WHEREAS, GAFB desires to expand the mission of the intelligence training mission of the base which will require renovation of two classroom buildings to be used as a training center and collaboration center, and the purchase of technology hardware required for instruction (hereinafter “Project”); and,

WHEREAS, TGC has applied for and has been awarded a Defense Economic Adjustment Assistance Grant (hereinafter the Application and Grant are collectively referred to as the “Grant”) from the Office of the Governor, Texas Military Preparedness Commission to provide state funding for the project, which funding requires local matching funds; and,

WHEREAS, the City of San Angelo Development Corporation is Type 4 B Development Corporation authorized to utilize half cent sales and use tax funds for Projects related to certain Military Bases or Missions that includes the development of facilities, improvements, acquisition, buildings, or expenditures found by the board of directors to be required or suitable for attracting new military mission to a military base in active use, and;

WHEREAS, TGC and the City of San Angelo Development Corporation (“COSADC”) recognize the strategic priority and role that they can play to support our nation’s security efforts through local support of the base in the form of matching funds necessary to secure the grant for the Project; and,

WHEREAS the COSADC Board of Directors has determined that the Project will attract new military missions to GAFB and result in additional active duty and civilian jobs having a positive impact on the economy of TGC and City, and is thereby an authorized Project under Section 501.104 of Chapter 501 of the Development Corporation Act (hereinafter the ‘Act’); and,

WHEREAS, on May 25, 2016, the board of directors of COSADC determined that the Project and provision of funding for a portion of matching funds required as stated in the MOU are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) approved by City Council; and, that the Project and

funding serve the public purposes set forth in the Act;

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

The City Council for the City of San Angelo hereby approves and ratifies the resolution of the City of San Angelo Development Corporation authorizing a project at Good Fellow Air Force Base (GFAFB) to provide local matching funds in an amount not to exceed \$633,000, as required under the Defense Economic Adjustment Assistance Grant in the sum of \$2,000,000, awarded to Tom Green County (TGC), and approving in substantially the attached form the Memorandum of Understanding by and between TGC and COSADC for such local matching funds.

PASSED, APPROVED, and ADOPTED on this the _____ day of June, 2016.
CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, Interim City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Roland Peña, Director of Economic
Development

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Consent Item

Caption:

Consider awarding FS-04-16 Tractors to CNH Industrial America, LLC, utilizing Buyboard contract #447-14 in the amount of \$160,000, budgeted in FY16, for the purchase of three (3) units, and authorizing the City Manager or designee to execute any related documents. (R.Kramer)

Summary/History:

A Buyboard quote was requested for the purpose of purchasing three tractors that are past their useful operational life and/or for new requirements. Three (3) units have been budgeted for FY16, and the award amount will cover the purchase of all three units. Expenditures are budgeted within the General, Storm Water and Neighborhood and Family Services Funds.

Two units will be used as mowing tractors within the Storm Water division, while the third unit will be placed in the fleet pool and made available to the entirety of the City divisions.

The purchase order will be made to the manufacturer holding the Buyboard contract (CNH Industrial America, LLC), and the units will be sourced through a local vendor (Cisco Equipment).

Financial Impact:

Staff recommends award of FS-04-16 Tractors to CNH Industrial America, LLC utilizing Buyboard contract #447-14 in an amount of \$160,000.

Other Information/Recommendation:

Staff recommends award of Tractors to CNH Industrial America, LLC.

Attachments:

Presentation:

None

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved

Becky Dunn
Bryan Kendrick

Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to execute a grant agreement between the City of San Angelo and the Texas Parks and Wildlife Department, to design and construct boat ramp, parking and restroom improvements at Middle Concho Park at Lake Nasworthy - (Parks & Recreation Director Carl White)

Summary/History:

The City has the opportunity to leverage \$353,250 in grant funding for the improvement of the boat ramp at Middle Concho Park at Lake Nasworthy, including parking, lighting and a new restroom facility.

Late in 2011, staff conducted a public survey of needs at the lake parks. High among the facility needs identified by the public were improvements to boating access and restrooms.

Working with the Chamber of Commerce, we sought and gained Council's approval and funding for a new boat ramp at Spring Creek Park. That ramp is currently under construction.

At the October 16, 2012 City Council meeting, staff sought approval to apply for a Texas Parks and Wildlife Department (TPWD) grant, requiring a 25% sponsor match, for Middle Concho Park. (See the attached Powerpoint file images for the location of the park project.)

On August 1, 2013, TPWD announced that we were approved for the grant.

After much delay, we received the grant documents on May 17, 2016. City Council's approval is needed to accept the grant and to authorize the City Manager to execute the grant agreement.

Financial Impact:

The grant requires a 25% sponsor match of \$117,750, which is already budgeted. The City will receive \$353,250 in funding, for a total project cost of \$471,000. Annual maintenance for the improvements is estimated at \$8,000. We anticipate increased use of the ramp and park and additional gate fee revenue.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--------------------------------------|
| 1. | Boating Grant Agreement | Boating Grant Agreement.pptx |
| 2. | Agreement Grant TPWD Boating Access Middle Concho Park | San Angelo F271B Local Agreement.pdf |

- | | | |
|----|---|---|
| 3. | Minutes Council Oct 16, 2012 | Minutes Council Oct 16 2012.pdf |
| 4. | Resolution Grant Authorization Middle Concho Park Boat Ramp Project | Resolution Grant Authorization Middle Concho Park Boat Ramp Project.pdf |

Presentation:

Approvals/Reviews:

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



City Council

June 7, 2016



Boating Access Grant

- Consider authorizing the City Manager to execute a grant agreement between the City of San Angelo and the Texas Parks and Wildlife Department, to design and construct boat ramp, parking and restroom improvements at Middle Concho Park at Lake Nasworthy - (Parks & Recreation Director Carl White)





(1) PROFESSIONAL SERVICES				\$46,000.00*
A. Application Preparation and prof. service coord.		\$3,000.00		
B. Corps of Engineers 404 permit		\$4,000.00		
C. Cultural resources survey		\$2,000.00		
D. Plans and specifications		\$34,000.00		
E. Inspections		\$3,000.00		
(2) CONSTRUCTION				\$425,000.00
A. Site preparation		\$5,000.00		
B. Roads and parking		\$120,000.00		
C. Docking area		\$25,000.00		
D. Boat ramps (4 Lanes)		\$100,000.00		
E. Restroom w/ showers		\$125,000.00		
F. Dredging		\$25,000.00		
G. Area lighting		\$15,000.00		
H. Walkways and accessibility		\$7,000.00		
I. Signs		\$3,000.00		
TOTAL PROJECT				\$471,000.00
GRANT REQUEST (75%)				**\$353,250.00
SPONSOR MATCH (25%)				\$117,750.00





City Council

June 7, 2016



TEXAS PARKS AND WILDLIFE

**Recreation Grants Branch
BOATING ACCESS GRANT PROGRAM AGREEMENT**

TPWD Contract Number: **480802**

Service Award Number: **F16AF00481**

Unique Entity Identifier (DUNS): **078547502**

CFDA: **15.605**

Project Number: **F-271-B-1**

Sponsor Name: **CITY OF SAN ANGELO**

Project Name: **LAKE NASWORTHY BOAT RAMP**

Project Period: **DATE OF AGREEMENT TO 06-30-2018**

Total Project Cost: **\$471,000.00**

Approved Federal Funds: **353,250.00 (75%)**

PROJECT SCOPE AND LOCATION:

This subaward is funded through the U.S. Fish and Wildlife Service (USFWS), Grant TX F-271-B-1 Renovate Boating Access Facilities at Lake Nasworthy, San Angelo Texas, F16AF00481, under the authority of the Sport Fish Restoration Grant Program, (CFDA# 15.605) issued to the Department on date of award April 27, 2016. All publications arising from this project shall acknowledge the Department, as well as USFWS, as funding sources.

To expand the existing public boat ramp by adding two additional ramps, a new docking area, an updated parking area, a new restroom with showers and walkways will be installed and lighting and signs to be installed.

City of San Angelo is authorized to be reimbursed \$43,000 for the Corps permit (\$4,000), cultural resources survey (\$2,000), engineering plans and specifications (\$34,000), application preparation (\$3,000) incurred on or after June 30, 2012, prior to the grant period start date of this award, and necessary to comply with the proposed project schedule/period of performance. We do not authorize \$3,000 for construction inspections as pre-agreement costs. Pre-award expenses are allowable only to the extent that they are authorized by the approved SF 424, scope of work, and project budget incorporated by reference under this award.

Location of ramp is located near San Angelo, Texas in Tom Green County and the nearest street is Middle Concho Drive and Middle Concho East The geographic coordinates at the ramp: 31.378614 / -100.520816

This grant agreement ("**Agreement**"), as defined in 2 CFR, 200.51, is made and entered into by and between the Texas Parks and Wildlife Department ("**Department**") and the City of San Angelo ("**Sponsor**"), with respect to the above described project ("**Project**") as follows:

1. This grant is approved for planning, coordination and design only. Sponsor shall submit to the Department an aerial or satellite image, and ground-level color digital photos, which together show precise locations of all project components before the project begins. Work on the ground (construction) may not proceed until these documents are approved by the USFWS. **Any construction costs incurred prior to the receipt of the *Notice to Proceed* with construction will not be eligible for reimbursement.**
2. Sponsor agrees to submit complete signed and sealed construction plans and specifications to USFWS and the Department and to construct the Project as specified in this agreement; and ***register the Project with the Texas Department of Licensing and Regulation (TDLR) – "Elimination of Architectural Barriers Program."***
3. All construction shall be in compliance with all laws and regulations duly adopted by governmental agencies of competent jurisdiction including meeting current Americans with Disabilities Act compliance for boating access facilities.
4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Sponsor, or any person working on the Sponsor's behalf, shall be immediately reported to the Service and the State Historic Preservation Officer. The Sponsor shall stop all operations in the area of potential effect until written authorization to proceed is issued by the USFWS after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.
5. After completion of the Project and final payment by the Department, Sponsor shall assume sole responsibility for facility operation including area surveillance, maintenance and repairs for a minimum of twenty-five (25) years.
6. Local regulations may be adopted by Sponsor pursuant to Section 31.092 of the Parks and Wildlife Code. It is understood and agreed that Sponsor shall not designate public water served by the Project as areas restricted from use by registered motorboats without Department approval. Violation of this covenant by Sponsor shall require 100% reimbursement to the Department of the costs of the Project.
7. This project is being funded with federal funds generated by recreational boaters. As such, charging a fee to utilize this facility is discouraged. If a fee is charged to utilize the boat ramp, all revenue collected must be used to maintain and operate the boating access facility.
8. The Department will provide the Sponsor with advisory assistance within its capabilities.

9. Sponsor shall submit Performance reports (status reports) through the Recreation Grants Online (RGO) system (<https://tpwd-recgrants.fluidreview.com>). Performance reports are due on 15th day of the month following the end of each calendar quarter. Reports must contain sufficient text and photographic detail to inform the Department of the current status of the grant project components. Each report must contain clear color ground-level digital photos of the work site and each project component at the time the report is written and approved. The report must describe in detail any progress, delays or problems occurring within the grant period covered by the report. The final Performance report must summarize all work completed (or not completed) and contain photos showing the overall site, and the site of each individual project component, both before work began and after the project is completed.
10. The Sponsor will submit financial reports with each reimbursement request submitted quarterly through the RGO system. The reports should be in the form of an updated budget summary of the project elements showing total costs to date. Frequency of submission of reimbursement requests can be as needed, but they should be submitted at least quarterly to show financial activity of the grant.
11. Cost Sharing or Match: The minimum non-federal match requirement is 25% of total cumulative expenditures. No more than 75% of cumulative costs will be reimbursed.
12. Under the terms and conditions of this award, Sponsor must maintain an active System for Award Management (SAM) registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If Sponsor's SAM registration expires during the required period, the USFWS will suspend payment under this and all other USFWS awards to Sponsor until it updates its SAM registration
13. The Department will perform a final site inspection at the completion of the project. Progress inspections may be performed at the discretion of the Department.
14. Sponsor will maintain adequate records to support all claims for reimbursement and submit to the Department copies of all expenditures to be charged against the Project. Financial records shall be retained by Sponsor for three years (3) after satisfaction of all Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments. Other records such as construction plans and this agreement shall be maintained for the period specified in **2 CFR 200.333** Retention requirements for records.
15. Sponsor understands that acceptance of funds under this agreement acts as acceptance of the authority of the State Auditor's Office, the Department or any successor agency, to conduct an audit or investigation in connection with those funds. Sponsor further agrees to cooperate fully with the State Auditor's Office, the Department or any successor in the conduct of the audit or investigation, including providing all records requested. Sponsor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sponsor and the requirement to cooperate is included in any subcontract it awards. This right to audit provision includes the right of the applicable federal agencies and the federal Office of the Inspector General to audit.

16. Amendments or change orders to this agreement shall be requested in writing by the Sponsor and submitted through the RGO system. The Department will review and approve or disapprove amendments or change orders in concurrence with the USFWS.
17. In the event the cost of construction is below the maximum amount authorized, the Sponsor may, at its discretion, include additional improvements or appurtenances on each designated site as long as the Project total cost figures are not exceeded; provided, however, such improvements or appurtenances are first approved in writing by the Department.
18. Awards are based on the application and supporting documentation submitted to and approved by the Department and the USFWS. Acceptance of this grant carries with it the responsibility to be aware of and comply with Program legislation, Federal regulations, special award terms, conditions and provisions including the Assurances- Constructions Programs, (SF 424D), which are attached and made part of this Agreement. Acceptance is defined as the start of work, drawing down of funds, or accepting the award via electronic means. The federal regulations applicable to Service awards are listed by recipient type in Service Financial Assistance Award Terms and Conditions posted at <http://www.fws.gov/grants/>.
19. To the extent allowable by law, sponsor shall defend, indemnify, and hold harmless the state of Texas, its officers, and employees, and the department, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of sponsor or any agent, employee, subcontractor, or supplier of sponsor in the execution or performance of this agreement, sponsor shall coordinate its defense with the Texas Attorney General as requested by the department.
20. The Department may temporarily suspend USFWS assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
21. The Sponsor may unilaterally terminate the project at any time prior to the first payment on the Project. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by mutual agreement with the Department.
22. The Department may terminate the Project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be handled in accord with the legal rights and liabilities of the parties.

23. The Department or Sponsor may terminate the Agreement in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt detailing the reasons and effective date of termination. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be handled in accord with the legal rights and liabilities of the parties.
24. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all funds provided by the Department be returned.
25. Sponsor must disclose, in a timely manner and, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in § 2 CFR 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).
26. **Whistleblower Rights and Requirements:** 41 U.S.C. 4712, Pilot Program for Enhancement of the Sponsor and Subrecipient (Sub-Contractors) Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.
- a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - c) The Sponsor shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.
27. **U.S. Department of Homeland Security's E-Verify System:** By entering into this Agreement, the Sponsor certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
- a) All persons employed to perform duties within Texas, during the term of the Agreement; and

- b) All persons (including subcontractors) assigned by the Sponsor to perform work pursuant to the Agreement, within the United States of America.

The Sponsor shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Sponsor, and Sponsor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Sponsor may be **immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

28. The Agreement is effective upon execution by both parties.

TEXAS PARKS AND WILDLIFE DEPARTMENT

by 
Kevin Good For Brent Leisure
Brent Leisure, State Parks Division Director
Name and Title

5-17-16
Date of Signature

☐ SAM Date/Initials N/A

CITY OF SAN ANGELO

by _____

Name and Title

☐ Federal Aid Date/Initials BT 5/16/2016

Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open, Section 551.072 to deliberate the purchase, exchange, lease, or value of real property; Section 551.071(1) to consult with attorney on legal matters pertaining to water acquisition rights and Section 551.071(2) to consult with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter on issues related to emergency management procedures; and, Section 551.087 to discuss an offer of financial or other incentive to a company or companies with whom the City of San Angelo is conducting economic development negotiations and which the City of San Angelo seeks to have, locate, stay or expand in San Angelo.

OPEN SESSION (continued)

At 1:56 P.M. City Council concluded the Executive/Closed Session whereupon the following business was transacted:

RECESS

At 1:56 P.M., Mayor New called a recess.

RECONVENE

At 2:16 P.M., Council reconvened, and the following business was transacted:

CONSIDERATION OF MATTERS RELATED TO THE 2012 PARKS, RECREATION AND OPEN SPACE MASTER PLAN:

• **ADOPTION OF THE 2012 PARKS, RECREATION AND OPEN SPACE MASTER PLAN**

Parks and Recreation Director Carl White and Lauren Schrum of Texas Outdoors Consulting presented background information. *A copy of the presentation is part of the Permanent Supplemental Minute record.*

General discussion held on the park areas near Knickerbocker Road and campfire rings within the parks. Mr. White further explained the plan will be used as a guide.

Motion, to adopt the Master Plan, as presented, was made by Councilmember Hirschfeld and seconded by Councilmember Farmer. Motion carried unanimously.

• **ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A TEXAS PARKS AND WILDLIFE STATE BOATING ACCESS PROGRAM SEVENTY-FIVE PERCENT MATCHING FUND REIMBURSEMENT GRANT THAT WILL REQUIRE TWENTY-FIVE PERCENT MATCHING FUNDS FOR THE CONSTRUCTION AND RENOVATION OF BOAT RAMPS AND RELATED FACILITIES AT LAKE NASWORTHY; AND, PROVIDING AN EFFECTIVE DATE (PAGE 29, #2012-10-150)**

Parks and Recreation Director Carl White presented background information. *A copy of the presentation is part of the Permanent Supplemental Minute record.*

Public comments were made by Tad Logan, President of Lake Nasworthy Home Owner's Association, and Citizen Lee Bale.

Motion, to adopt the Resolution to utilize grant funding for the Middle Concho Park project, as presented, was made by Councilmember Adams and seconded by Councilmember Hirschfeld.

General discussion was held on the installation of restroom facilities and other basic improvements at South Concho Park, suggestions to make incremental improvements utilizing City funds, and utilizing grant funds for Middle Concho Park.

A vote was taken on the motion on the floor. Motion carried unanimously.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A TEXAS PARKS AND WILDLIFE STATE BOATING ACCESS PROGRAM SEVENTY-FIVE PERCENT MATCHING FUND REIMBURSEMENT GRANT PROGRAM AGREEMENT AND RELATED DOCUMENTS THAT WILL REQUIRE TWENTY-FIVE PERCENT MATCHING FUNDS FOR THE CONSTRUCTION AND RENOVATION OF BOAT RAMPS AND RELATED FACILITIES AT LAKE NASWORTHY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Parks and Wildlife Department, State Boating Access Program provides seventy-five percent (75%) matching fund reimbursement grant assistance for construction and renovation of boat ramps and related facilities that provide public access to waters for recreational boating (hereinafter "TP&W Grant"); and,

WHEREAS, on October 6, 2012, the City Council by Resolution authorized the City Manager to apply for the TP&W Grant for construction and renovation of boat ramps and related facilities at Lake Nasworthy; and,

WHEREAS, pursuant to the TP&W Grant assistance program, the City is required to provide for the initial construction and restoration costs on a reimbursement basis with the City providing twenty-five percent (25%) by appropriations or in-kind services, and thereafter operate and maintain the facilities to ensure public use, health and safety for the life of the facilities;

WHEREAS, Texas Parks and Wildlife have notified the City that funding is available under the TP&W Grant Program for the Lake Nasworthy boat ramp construction and renovation project;

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

SECTION 1. The foregoing recitals are adopted by the City Council as true and correct.

SECTION 2. The City Manager for the City of San Angelo is hereby authorized and directed to execute the Texas Parks and Wildlife Boating Access Grant Program Agreement in substantially the attached form, providing for an estimated total project cost of \$471,000. and a seventy-five percent matching fund reimbursement grant assistance of \$353,250, for the construction and renovation of boat docks and related facilities on park lands at Lake Nasworthy, and to execute such other documents on behalf of the City as may be necessary or convenient to such grant agreement.

SECTION 3. This Resolution shall take effect immediately from and after its passage and approval.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

Carl White, Dir. of Parks & Rec.

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Consent Item

Caption:

Consider a resolution reaffirming Council action of February 24, 1981, being the abandonment and closing of a portion of the alley in Block D, Baze Addition, and authorizing the Mayor to execute a substitute quitclaim deed abandoning and quitclaiming all of City's right and title to the abandoned right-of-way to the abutting property owners.

Summary/History:

City Council adopted an Ordinance February 24, 1981, approving the abandonment of a portion of an alley. Said alley being described as lying south of the southern boundaries of Lots Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) and lying north of the northern boundaries of Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), fifteen (15) and Sixteen (16), Block D, Baze Addition to the City of San Angelo.

Pursuant to adoption of the ordinance in 1981, Tom R. Parrett, Mayor of the City of San Angelo, executed a Quitclaim Deed relinquishing all right, title and interest in the abandoned right-of-way to the abutting property owners. A search of the Official Public Records, Tom Green County, Texas does not reflect that this quitclaim deed has been filed of record.

A request on behalf of an abutting property owner has been made for a quitclaim deed of a portion of the alley right-of-way suitable for recording, in compliance with the Ordinance adopted in 1981. Therefore, it is necessary for City Council to confirm the abandonment and authorize the Mayor to execute a substitute quitclaim deed for recording.

Financial Impact:

None

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-----------------------------------|------------------------------------|
| 1. Map Baze Addition | Map Baze Addition.pdf |
| 2. Ordinance (1981) Baze Addition | Ordinance (1981) Baze Addition.pdf |
| 3. QCD (1981) Baze Addition | QCD (1981) Baze Addition.pdf |
| 4. Resolution Baze Addition | Baze Addition Resolution.docx |

Presentation:

None

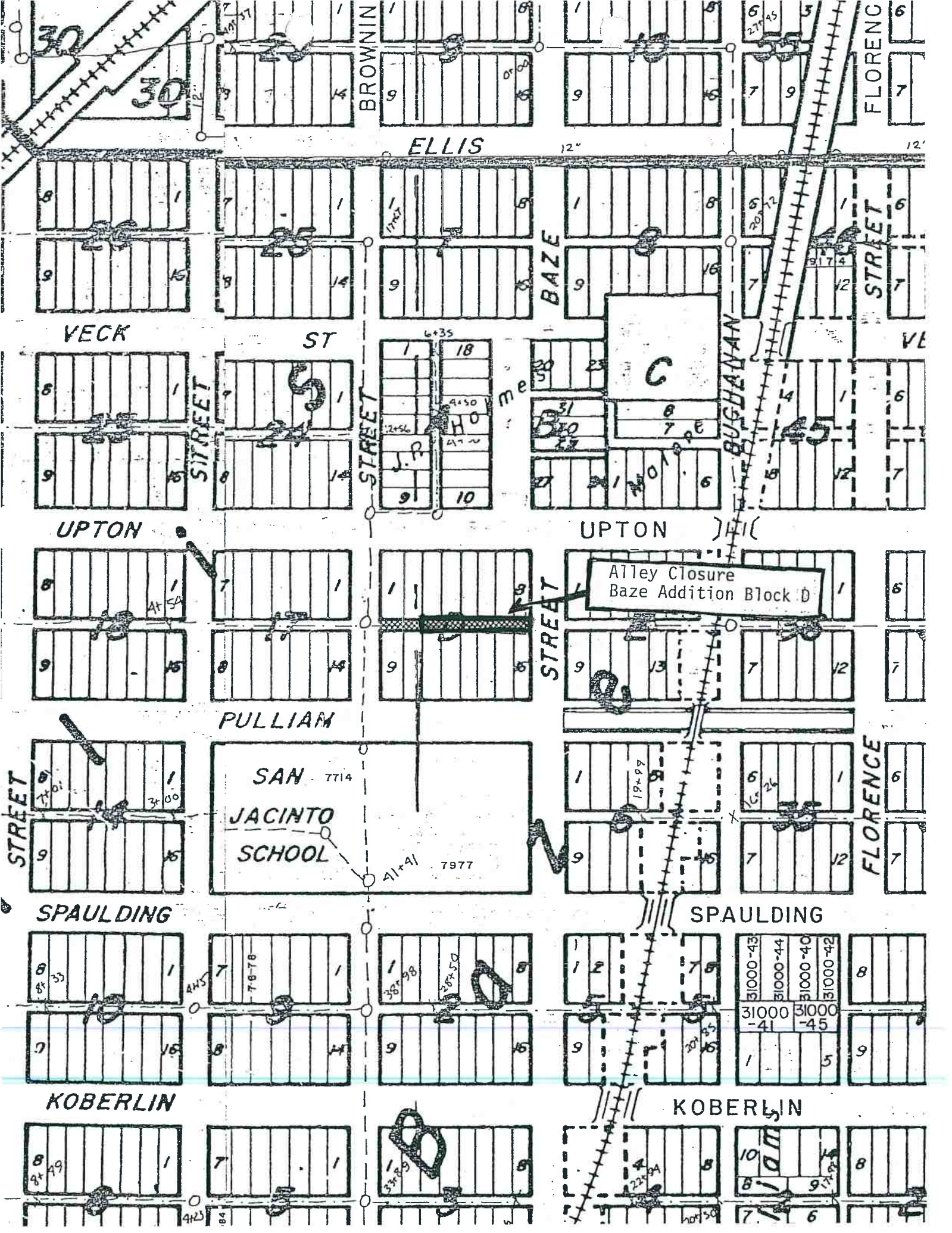
Approvals/Reviews:

Cynthia Preas
Theresa James
Tina Carriger

Created/Initiated
Approved
Approved

Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval



Alley Closure
Baze Addition Block D

SAN JACINTO SCHOOL
7714
41+41 7977

31000-43
31000-44
31000-40
31000-42
31000-41
31000-45

AN ORDINANCE PROVIDING FOR THE
ABANDONMENT AND CLOSING OF AN
ALLEY IN THE CITY OF SAN ANGELO,
TOM GREEN COUNTY, TEXAS, WITHIN
THE LIMITS HEREINAFTER MORE FULLY
DESCRIBED; PROVIDING FOR THE
SAME AND CONVEYANCE THEREOF TO
THE ADJACENT PROPERTY OWNERS;
PROVIDING FOR THE TERMS AND
CONDITIONS OF THE ABANDONMENT
AND CONVEYANCE MADE HEREIN; AND
PROVIDING FOR THE MAYOR TO
EXECUTE AND DELIVER A QUIT
CLAIM DEED TO THE ADJACENT
PROPERTY OWNERS

WHEREAS, the City Council of the City of San Angelo, acting pursuant to law, deems it advisable to abandon and convey the hereinafter described tracts of land to the abutting property owners, and is of the opinion that said alley is not needed for general public use, and that same should be abandoned and quit claimed to the adjacent property owners as hereinafter provided; and

WHEREAS, the City Council of the City of San Angelo is of the opinion that the best interest and welfare of the public will be served by abandoning and conveying same to the adjacent property owners, subject to the restrictions contained herein for the consideration hereinafter more fully set out; NOW THEREFORE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1. That the following alley located in the Baze Addition to the City of San Angelo, Tom Green County, Texas and more fully described below, be and the same is, hereby abandoned and closed as an alley.

All of the alley lying south of the southern boundaries of Lots Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) and lying north of the northern boundaries of Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), all in Block D, Baze Addition to the City of San Angelo, Tom Green County, Texas, such alley being further described as being bounded on the north by the southern boundaries of Lots Three (3) through Eight (8); and being bounded on the east by an extension of the east boundary line of Lot Eight (8) to the east boundary line of Lot Sixteen (16); and being bounded on the south by the northern boundaries of Lots Eleven (11) through Sixteen (16); and being bounded on the west by an extension of the western boundary line of Lot Eleven (11) to the western boundary line of Lot Three (3), all being in Block D, Baze Addition to the City of San Angelo, Tom Green County, Texas.

2. The above covenant is made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all easements, whether apparent or non-apparent, aerial, surface, underground or otherwise. The City of San Angelo specifically reserves the right to use the surface portion of its reserved easements and the City shall not be responsible for any damage whatsoever to any obstructions placed on or in the surface should the City damage such obstructions in the course of using its easement.

3. That the abandonment and conveyance provided for herein shall extend only to the public right, title and easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of San Angelo may legally and lawfully abandon and vacate.

4. That the Mayor of the City of San Angelo is hereby authorized and directed to execute and deliver a Quit Claim Deed conveying the above property to the adjoining property owners, said deed shall specifically reserve the present utility easements and contain the other conditions herein set out.

INTRODUCED on the 17th day of February, 1981, and finally PASSED, APPROVED and ADOPTED on the 24th day of February, 1981.

THE CITY OF SAN ANGELO

By


Tom R. Parrett, Mayor

ATTEST:


Peggy D. Gilmore, City Secretary

QUITCLAIM DEED

*Baze B-D. Alley Closure between
Lots 3-8 & 12-16*

THE STATE OF TEXAS
COUNTY OF TOM GREEN

KNOW ALL MEN BY THESE PRESENTS:

That THE CITY OF SAN ANGELO, a municipal corporation, existing by and under the laws of the State of Texas, acting by and through its duly elected Mayor, for and in consideration of ONE DOLLAR (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents RELEASE and FOREVER QUITCLAIM unto the owners of the property adjacent thereto, subject to retention of all easements extending to and encompassing all of the following described property, the following tract of land situated in the City of San Angelo, Tom Green County, Texas more particularly described as follows:

All of the alley lying south of the southern boundaries of Lots Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) and lying north of the northern boundaries of Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), all in Block D, Baze Addition to the City of San Angelo, Tom Green County, Texas, such alley being further described as being bounded on the north by the southern boundaries of Lots Three (3) through Eight (8); and being bounded on the east by an extension of the east boundary line of Lot Eight (8) to the east boundary line of Lot Sixteen (16); and being bounded on the south by the northern boundaries of Lots Eleven (11) through Sixteen (16); and being bounded on the west by an extension of the western boundary line of Lot Eleven (11) to the western boundary line of Lot Three (3), all being in Block D, Baze Addition to the City of San Angelo, Tom Green County, Texas.

It is hereby expressly agreed and understood by Grantor and Grantee herein, that the City of San Angelo reserves the right to use the surface portion of its reserved easements and further that the City of San Angelo shall not be responsible for any damage whatsoever to any obstructions placed on or in the surface, should the City damage such obstructions in the course of using its easements.

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances and rights thereto in any manner belonging forever so that the CITY OF SAN ANGELO shall have no right of title to the aforesaid premises or any part thereof by virtue of this conveyance, provided however, said conveyance being made subject to the retention by the City of San Angelo of a utility easement, said easement extending to and encompassing all of the above described property.

EXECUTED this 24th day of February, 1981.

THE CITY OF SAN ANGELO

By Tom R. Parrett
Tom R. Parrett, Mayor

ATTEST:

Peggy J. Gilmore
Peggy J. Gilmore, City Secretary

THE STATE OF TEXAS
COUNTY OF TOM GREEN

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Tom Green, State of Texas, on this personally appeared TOM R. PARRETT, Mayor of THE CITY OF SAN ANGELO, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and as the act and deed of said City, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the 24th day of February, 1981.

Terry A. Thomason
Notary Public, State of Texas
TERRY A. THOMASON, Notary Public
My Commission Expires 9-3-84

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, CONFIRMING COUNCIL ACTION OF FEBRUARY 24, 1981, BEING THE ABANDONMENT AND CLOSING OF A PORTION OF AN ALLEY IN BLOCK D, BAZE ADDITION AND AUTHORIZING THE MAYOR TO EXECUTE A SUBSTITUTE QUITCLAIM DEED ABANDONING AND QUITCLAIMING ALL OF THE CITY'S RIGHT AND TITLE TO THE ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNERS.

WHEREAS, City Council adopted an Ordinance February 24, 1981, approving the abandonment of a portion of an alley and authorizing the Mayor to execute and deliver a quitclaim deed to the abutting property owners, see attached Exhibit "A"; and

WHEREAS, pursuant to adoption of the ordinance in 1981, Tom R. Parrett, Mayor of the City of San Angelo, executed a Quitclaim Deed relinquishing all right, title and interest in the abandoned right-of-way to the abutting property owners, see attached Exhibit "B"; and

WHEREAS, a search of the Official Public Records, Tom Green County, Texas, does not reflect that this quitclaim deed has been filed of record; and

WHEREAS, a request for a quitclaim deed, suitable for recording, has been made on behalf of abutting property owner for the abandoned alley right-of-way in compliance with the Ordinance adopted in 1981;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, that the abandonment of a portion of the alley described in Exhibit "A" by Ordinance adopted on February 24, 1981, is hereby confirmed, and that Mayor, Dwain Morrison, be and is hereby authorized to execute a substitute quitclaim deed relinquishing to the abutting property owner(s) all right, title and interest of the City in the described portion of abandoned alley right-of-way, subject to retention of all existing utility easements, whether apparent or not.

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

THE CITY OF SAN ANGELO

Attest:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved As to Content:

Approved As to Form:

Cindy S. Preas, Real Estate Manager

Theresa James, City Attorney

Exhibit "A"

Annex A - (RE: Page 090)
February 24, 1981

Page 095
Vol. 56

AN ORDINANCE PROVIDING FOR THE
ABANDONMENT AND CLOSING OF AN
ALLEY IN THE CITY OF SAN ANGELO,
TOM GREEN COUNTY, TEXAS, WITHIN
THE LIMITS HEREINAFTER MORE FULLY
DESCRIBED; PROVIDING FOR THE
SAME AND CONVEYANCE THEREOF TO
THE ADJACENT PROPERTY OWNERS;
PROVIDING FOR THE TERMS AND
CONDITIONS OF THE ABANDONMENT
AND CONVEYANCE MADE HEREIN; AND
PROVIDING FOR THE MAYOR TO
EXECUTE AND DELIVER A QUIT
CLAIM DEED TO THE ADJACENT
PROPERTY OWNERS

WHEREAS, the City Council of the City of San Angelo, acting pursuant to law, deems it advisable to abandon and convey the hereinafter described tracts of land to the abutting property owners, and is of the opinion that said alley is not needed for general public use, and that same should be abandoned and quit claimed to the adjacent property owners as hereinafter provided; and

WHEREAS, the City Council of the City of San Angelo is of the opinion that the best interest and welfare of the public will be served by abandoning and conveying same to the adjacent property owners, subject to the restrictions contained herein for the consideration hereinafter more fully set out; NOW THEREFORE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1. That the following alley located in the Baze Addition to the City of San Angelo, Tom Green County, Texas and more fully described below, be and the same is, hereby abandoned and closed as an alley.

All of the alley lying south of the southern boundaries of Lots Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) and lying north of the northern boundaries of Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), all in Block D, Baze Addition to the City of San Angelo, Tom Green County, Texas, such alley being further described as being bounded on the north by the southern boundaries of Lots Three (3) through Eight (8); and being bounded on the east by an extension of the east boundary line of Lot Eight (8) to the east boundary line of Lot Sixteen (16); and being bounded on the south by the northern boundaries of Lots Eleven (11) through Sixteen (16); and being bounded on the west by an extension of the western boundary line of Lot Eleven (11) to the western boundary line of Lot Three (3), all being in Block D, Baze Addition to the City of San Angelo, Tom Green County, Texas.

2. The above covenant is made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all easements, whether apparent or non-apparent, aerial, surface, underground or otherwise. The City of San Angelo specifically reserves the right to use the surface portion of its reserved easements and the City shall not be responsible for any damage whatsoever to any obstructions placed on or in the surface should the City damage such obstructions in the course of using its easement.

3. That the abandonment and conveyance provided for herein shall extend only to the public right, title and easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of San Angelo may legally and lawfully abandon and vacate.

4. That the Mayor of the City of San Angelo is hereby authorized and directed to execute and deliver a Quit Claim Deed conveying the above property to the adjoining property owners, said deed shall specifically reserve the present utility easements and contain the other conditions herein set out.

INTRODUCED on the 17th day of February, 1981, and finally PASSED, APPROVED and ADOPTED on the 24th day of February, 1981.

THE CITY OF SAN ANGELO

By


Tom R. Parrett, Mayor

ATTEST:


Peggy A. Gilmore, City Secretary

Exhibit "B"

QUITCLAIM DEED

*Baze B.D. Alley Closure Between
Lots 3-8 & 12-16*

THE STATE OF TEXAS
COUNTY OF TOM GREEN

KNOW ALL MEN BY THESE PRESENTS:

That THE CITY OF SAN ANGELO, a municipal corporation, existing by and under the laws of the State of Texas, acting by and through its duly elected Mayor, for and in consideration of ONE DOLLAR (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents RELEASE and FOREVER QUITCLAIM unto the owners of the property adjacent thereto, subject to retention of all easements extending to and encompassing all of the following described property, the following tract of land situated in the City of San Angelo, Tom Green County, Texas more particularly described as follows:

All of the alley lying south of the southern boundaries of Lots Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) and lying north of the northern boundaries of Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), all in Block D, Baze Addition to the City of San Angelo, Tom Green County, Texas, such alley being further described as being bounded on the north by the southern boundaries of Lots Three (3) through Eight (8); and being bounded on the east by an extension of the east boundary line of Lot Eight (8) to the east boundary line of Lot Sixteen (16); and being bounded on the south by the northern boundaries of Lots Eleven (11) through Sixteen (16); and being bounded on the west by an extension of the western boundary line of Lot Eleven (11) to the western boundary line of Lot Three (3), all being in Block D, Baze Addition to the City of San Angelo, Tom Green County, Texas.

It is hereby expressly agreed and understood by Grantor and Grantee herein, that the City of San Angelo reserves the right to use the surface portion of its reserved easements and further that the City of San Angelo shall not be responsible for any damage whatsoever to any obstructions placed on or in the surface, should the City damage such obstructions in the course of using its easements.

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances and rights thereto in any manner belonging forever so that the CITY OF SAN ANGELO shall have no right of title to the aforesaid premises or any part thereof by virtue of this conveyance, provided however, said conveyance being made subject to the retention by the City of San Angelo of a utility easement, said easement extending to and encompassing all of the above described property.

EXECUTED this 24th day of February, 1981.

THE CITY OF SAN ANGELO

By Tom R. Parrett
Tom R. Parrett, Mayor

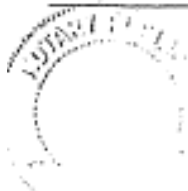
ATTEST:

Peggy A. Gilmore
Peggy A. Gilmore, City Secretary

THE STATE OF TEXAS
COUNTY OF TOM GREEN

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Tom Green, State of Texas, on this personally appeared TOM R. PARRETT, Mayor of THE CITY OF SAN ANGELO, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and as the act and deed of said City, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the 24th day of February, 1981.



Terry A. Thomason
Notary Public, State of Texas
TERRY A. THOMASON, Notary Public
My Commission Expires 9-3-84

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Regular Item

Caption:

First reading and public hearing on an ordinance amending the Major Thoroughfare Plan component of the San Angelo Comprehensive Plan in an area East of US 67/277, north of FM 380, and west of City Farm Road. - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The San Angelo Comprehensive Plan, adopted in 2003 and updated in 2009, includes a Major Thoroughfare Plan (MTP) component that designates existing major streets as freeways, arterial or collector streets. The MTP also shows the planned future path of new freeways, arterial and collector Streets in areas of future development around the urban fringe of San Angelo. Staff periodically proposes amendments based upon their study and understanding of the area. Proposals are vetted through the San Angelo Metropolitan Planning Organization (MPO) via its Technical Advisory Committee as well as its Policy Board before going before the Planning Commission and City Council.

The need for the amendment to the MTP first arose when Tom Green County proposed building a new County jail east of U.S. Highways 67/277 and northeast of the existing Rob Roy Juvenile Detention Center. Discussion began on a wider perspective of providing access to the existing facilities such as the 4-H leased area and further south to the San Angelo Business and Industrial Park. A network of collector streets would be needed to provide greater connectivity between existing and future developments ranging over an estimated 3.64 square miles area. The subject extends beyond the City limits, but remains within the City's Extraterritorial Jurisdiction (ETJ).

Financial Impact:

N/A

Other Information/Recommendation:

On May 16, 2016, the Planning Commission recommended APPROVAL of the requested for an Amendment to the Major Thoroughfare Plan (MTP) by a unanimous 7-0 vote.

The proposed changes were also reviewed and approved by the Metropolitan Planning Organization (MPO) Technical Advisory Committee on April 28, 2016, and by the Policy Board on May 12, 2016.

Attachments:

1. Staff Report 2016 MTP Amendment_Staff Report for City Council 5-20-16.docx
2. Draft Ordinance Ordinance_2016 MTP Amendment for City Council.docx

Presentation:

Jon James

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

STAFF REPORT

**Meeting**

Dates: June 7, 2016
June 21, 2016

To: City Council

From: Jon James, AICP
Director of Planning and Development Services

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

Request: Approval of an Amendment to the City of San Angelo's Major Thoroughfare Plan

Location: An area bounded by a future Minor Collector Street from U.S Highway 67 to City Farm Road to the north and U.S. Highway 67/277 with part of North Loop 306 to the west, FM 380 to the south, and City Farm Road to the east

History and Background:

The San Angelo Comprehensive Plan, adopted in 2003 and updated in 2009, includes a Major Thoroughfare Plan (MTP) component that designates existing major streets as freeways, arterial or collector streets. The MTP also shows the planned future path of new freeways, arterial and collector Streets in areas of future development around the urban fringe of San Angelo. Staff periodically proposes amendments based upon their study and understanding of the area. Proposals are vetted through the San Angelo Metropolitan Planning Organization (MPO) via its Technical Advisory Committee as well as its Policy Board before going before the Planning Commission and City Council.

The need for the amendment to the MTP first arose when Tom Green County proposed building a new County jail east of U.S. Highways 67/277 and northeast of the existing Rob Roy Juvenile Detention Center. Discussion began on a wider perspective of providing access to the existing facilities such as the 4-H leased area and further south to the San Angelo Business and Industrial Park. A network of collector streets would be needed to provide greater connectivity between existing and future developments ranging over an estimated 3.64 square miles area. The subject extends beyond the City limits, but remains within the City's Extraterritorial Jurisdiction (ETJ).

Analysis consisted of Planning & Development Services Department staff examining the existing MTP for existing streets and those already mapped as future routes classified as collector streets or above in the subject area. The Texas Department of Transportation (TxDOT) informed staff that two overpass projects were planned on U.S. 67/277 at both the Paulann and Tractor Trail intersections. The Economic Development Department provided maps of the existing San Angelo Business and Industrial Park along with the future expansion areas to the north and east of the existing park. The Economic Development Department also provided an outline of the Mesquite Solar Project east of the proposed Paulann overpass. A map showing existing and proposed land uses were superimposed over a map of existing and proposed streets was created. Additional collectors were added with the goals of providing access to all parcels of land with connectivity to arterial streets and highways. The initial map was distributed to a group of City staff from the departments of Economic Development, Engineering Services, and Operations. Two meetings were held on March 31st and April 20th with the group which led to extending the proposed routes to logical termini points to local roads to prevent dead ends and discarding routes that interfered with known land developments. The MTP amendment was presented to the Technical Advisory Committee of the MPO on April 28th which voted to recommend its approval to the MPO Policy Board.

Three east/west and three north/south collector streets are proposed collectively as an amendment to the MTP. Each proposed street segment's description, purpose, and need is discussed below using the attached maps as a reference. They are discussed here with east/west connectors, covered in order from north to south, and north/south collectors, covered in order from east to west.

The Northernmost Proposed Future Collector (east/west) skirts beyond the northern perimeter of the City connecting U.S. 67 to City Farm Road. The estimated 1.81 mile route has the first .5 miles previously identified as on the MTP as a future minor collector. The purpose of the segment to provide connectivity to U.S. Highways 67 and a termini for the easternmost north/south collector. The street could extend to City Farm Road as a phased development as part of a long-term development aspirational plan.

The “Middle” Proposed Future Collector (east/west) runs an estimated 2.43 miles along the northern property boundary of the Mesquite Solar Project connecting from US 67 / 227 (at TxDOT’s proposed Tractor Trail Overpass) to City Farm Road. It uses the existing Tractor Trail and makes use of the proposed overpass as TxDOT is reluctant to have more at grade crossings for access roads in this area. This Proposed Future Collector will intersect with at least two other Proposed Future Collector roadways. The street could also extend to City Farm Road as a phased development as part of a long-term development aspirational plan.

No proposed Thoroughfare is planned to tie into the proposed overpass at Paulann. While this would be an ideal location, the existing constraints presented by the solar project area and the industrial park preclude a new street through this area.

The Southernmost Proposed Future Collector (east/west) traverses an estimated 1.8 miles through the COSA Industrial Park to Holiman Lane which is a Local Street proposed as a future collector. The existing Venture Drive is .33 miles long and designed as a collector street (as are all streets in the park) with a right-of-way of at least 80 feet. This Proposed Future Collector ties into three other Future Minor Collectors. It would provide access to the future Business and Industrial Park to the east. Other alignments in the Park are problematic in this area as a minimum of two undivided 100-acre parcels are mandatory for in order to maintain the site’s “Super Park” certification.

Gateway Drive (north/south) runs through the COSA Industrial Park from FM 380 up to Venture Drive. The street is an estimated .33 miles long and provides access to parcels within the park. It is built to collector standards but is currently not listed in the MTP as a collector street.

The Middle Proposed Collector (north/south) runs an estimated 1.06 miles through the COSA Industrial Park from FM 380 to the Middle Proposed Collector (east/west). This segment will provide connectivity to an “existing” future collector on the MTP from the area south of the COSA Industrial Park at FM 380 to two east/west proposed future collectors. This street also provides access to and a boundary between the existing COSA Business and Industrial Park and the Future COSA Business and Industrial Park to the east.

The Easternmost Proposed Future Collector (north/south) runs an estimated 2.56 miles from FM 380 to the “Middle” Proposed Future Collector. Existing Holiman Road is a one mile long Local Street and would form the southern part of the segment if it was improved as a collector street. It links to an adopted future

collector to the south and provide route skirting the perimeter of the Future COSA Business and Industrial Park and gives connectivity to the Middle Proposed Collector (north/south) at the point where an adopted future collector extends onwards north providing connectivity to the Northernmost Proposed Future Collector.

One east-west and one north/south roadway are identified as Proposed Removed Collectors. The Proposed Future Collectors that are part of this amendment seek to improve circulation within the area and thus make these streets obsolete. Moreover, as these segments were identified at a time when major growth of the area had not yet occurred, their resulting locations do not match the pattern of development that exists today.

The proposed amendments for this region will provide connectivity to existing and proposed roadways and will provide access to all parcels that will aid in the orderly development of this area of the community. The proposed collector streets take into account more recent land development and transportation plans on the northeast side of the City since the last MTP amendment which focused on the south central part of the City in 2013.

Planning Commission Recommendation:

On May 16, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for an Amendment to the Major Thoroughfare Plan (MTP) by a unanimous 7–0 vote. The following is the complete excerpt of the minutes from the May 16, 2016, meeting for this case:

David Fee, Senior Planner, outlined the request for an Amendment to the Major Thoroughfare Plan (MTP), a component of the San Angelo Comprehensive Plan. He explained that the existing conditions in the subject area showed there were few collector streets. The proposed Tom Green County Jail site renewed an interest in planning future collector roads that would provide for access to parcels of land while planning for development in the future. He explained that the Amendment would include three north/south and three east/west collector roads as shown on the map while eliminating two planned future collector roads shown on the City GIS maps. Rebeca Guerra, Planning Manager, added that the San Angelo Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC) and their Policy Board had recommended approval of the proposed Amendment.

Chairperson Priess opened the public hearing for comment. There was no public comment.

A Motion to recommend approval of the proposed Amendment to the Major Thoroughfare Plan, as stated in the Staff Report, was made by

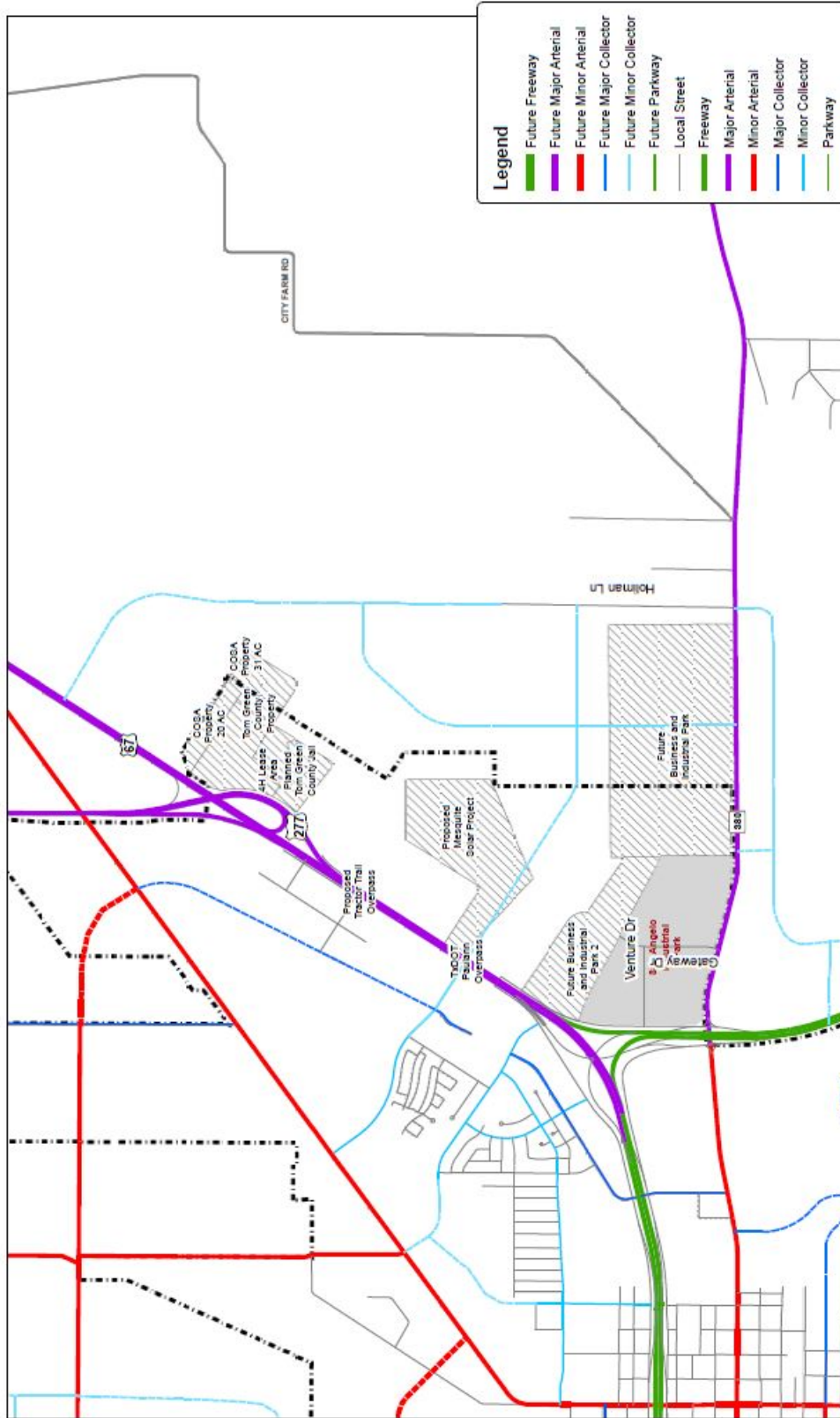
Commissioner Jackson and seconded by Commissioner Smith. The motion carried unanimously, 7-0.

Action Requested:

The action requested is for the City Council to **APPROVE** the proposed Major Thoroughfare Plan Amendment.

Attachments:

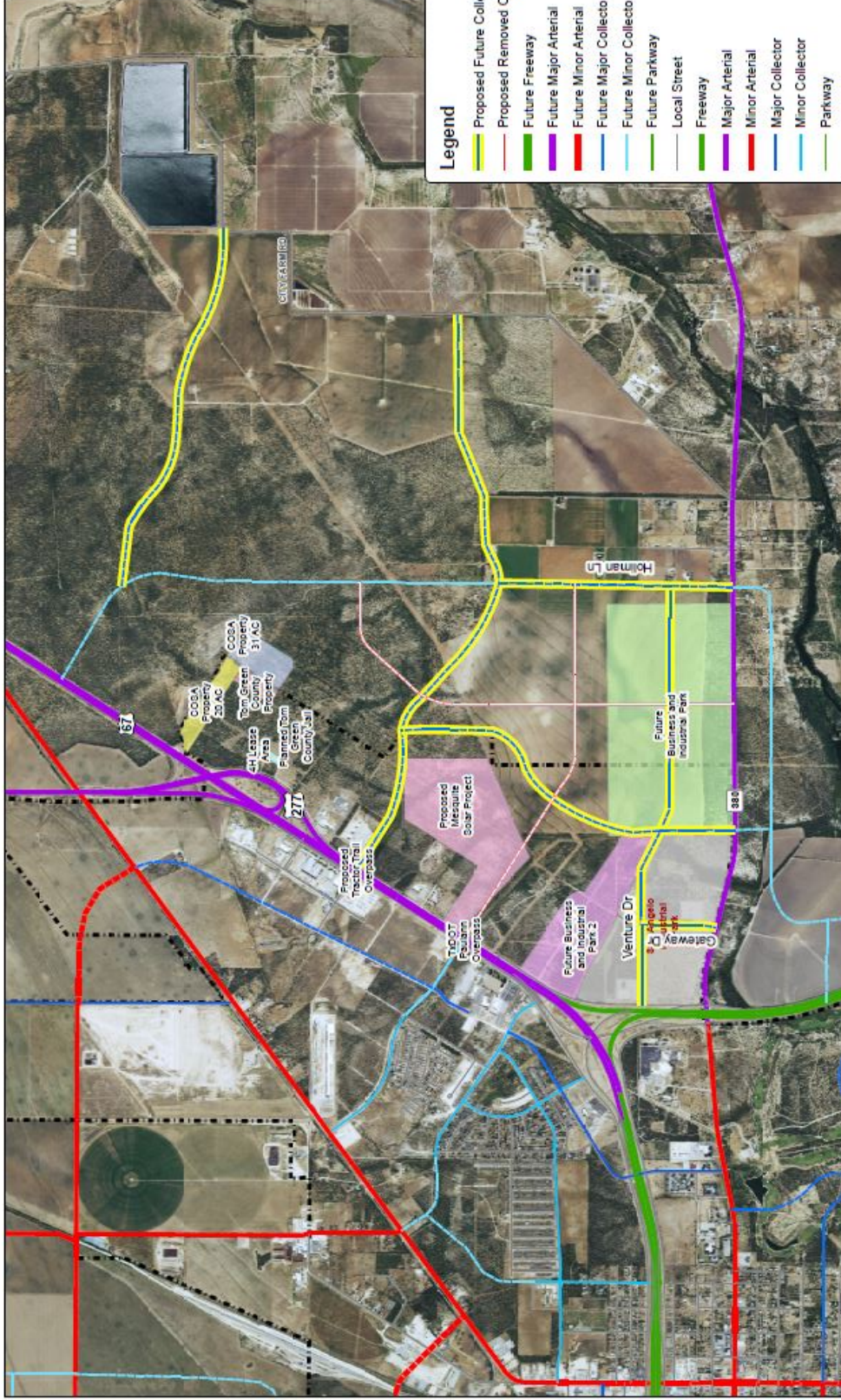
Aerial Map
Major Thoroughfare Map Amendment
Future Land Use Map
Zoning Map



Existing 2016 Master Thoroughfare Plan

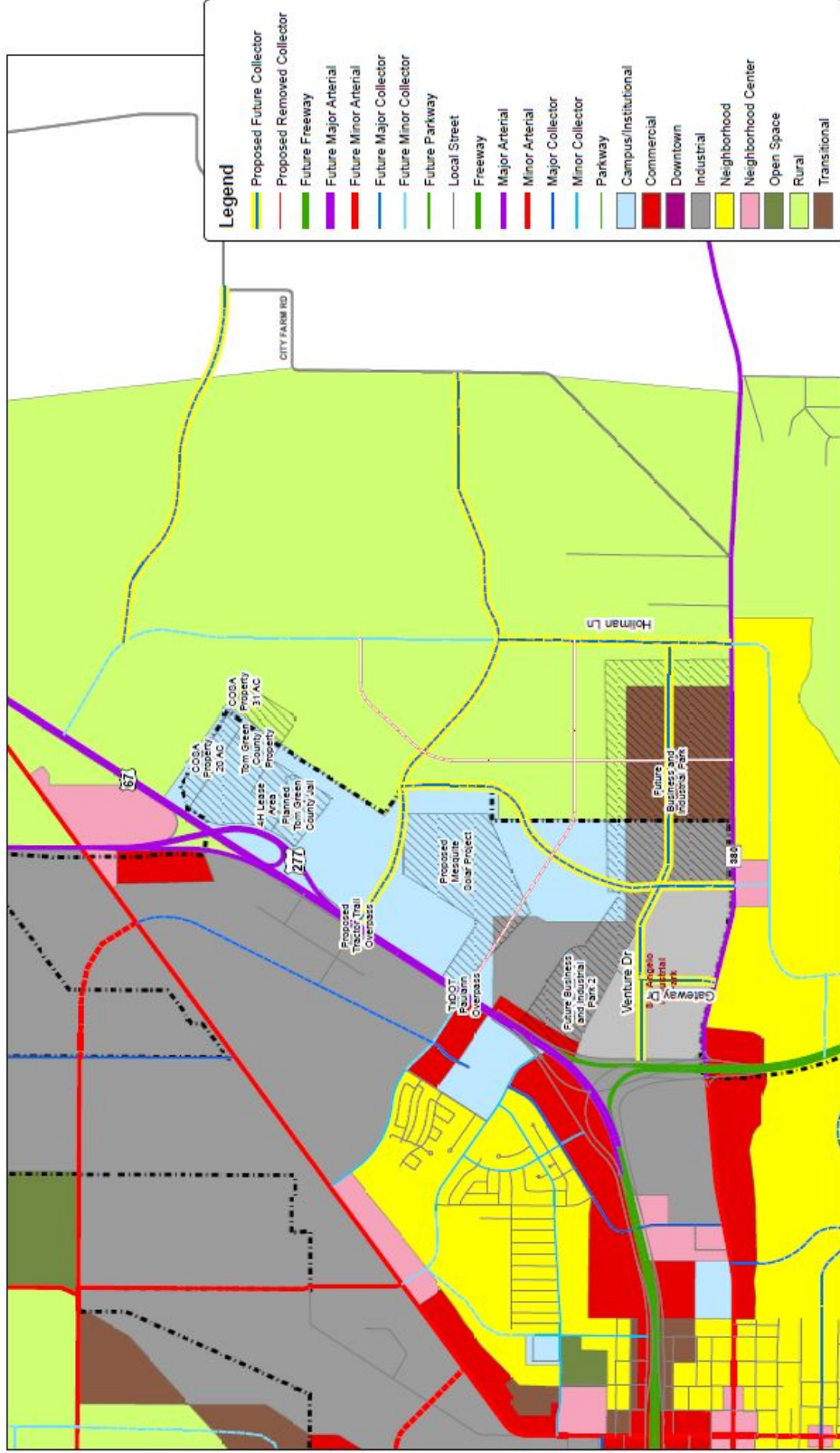


1 inch = 2,121 feet



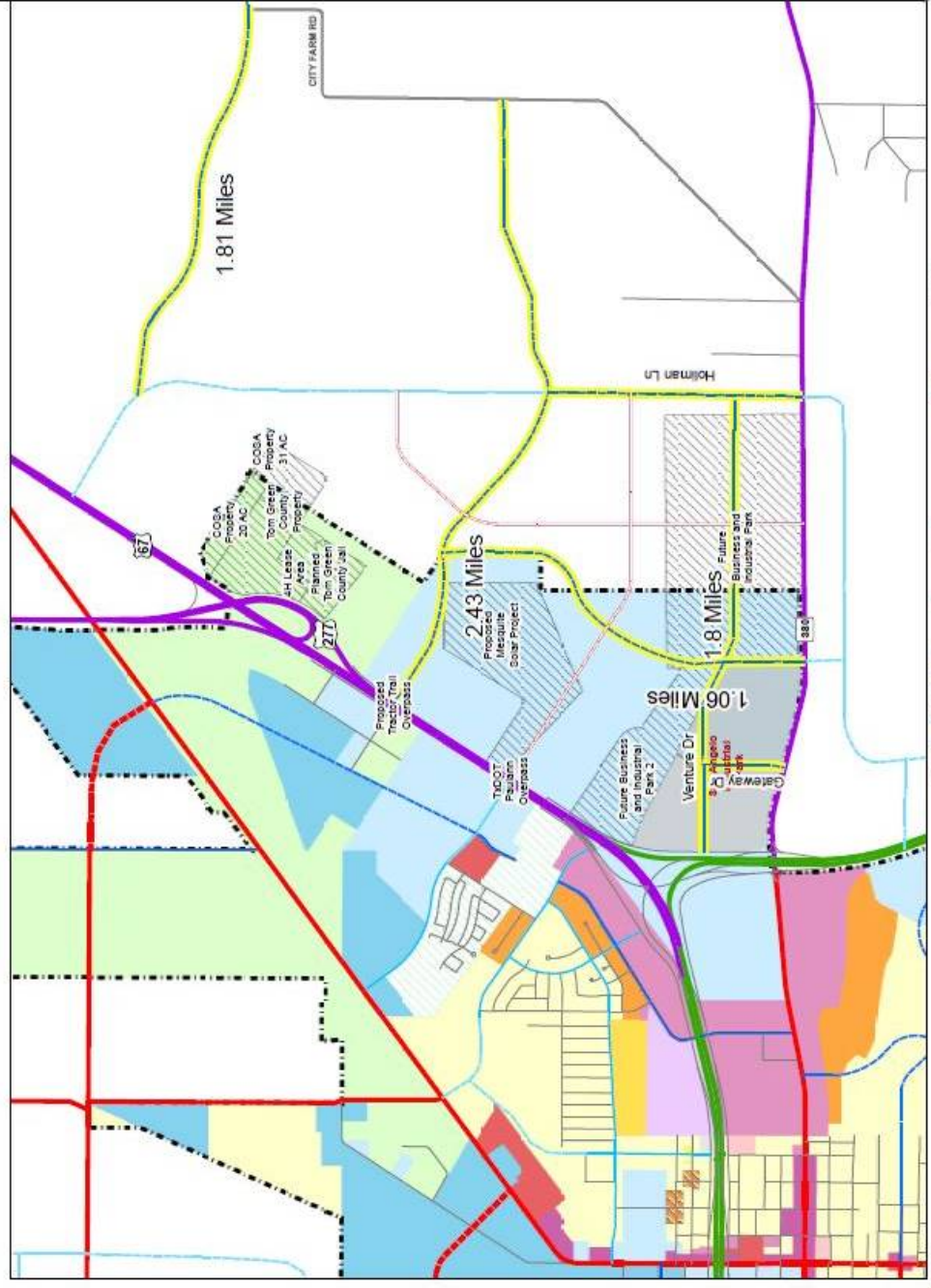
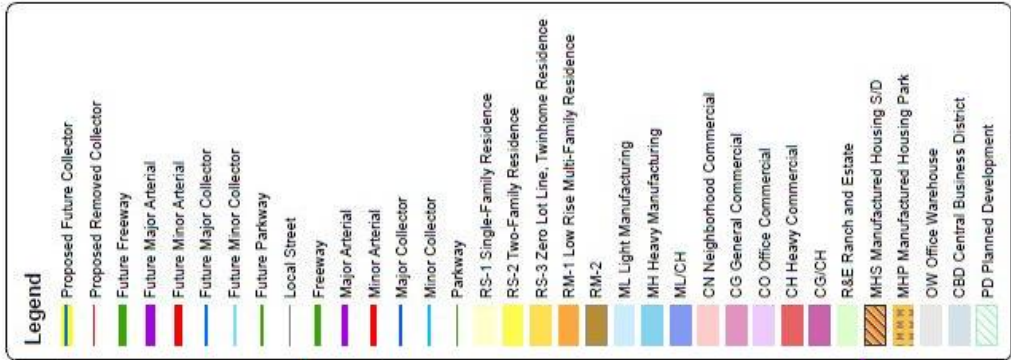
2016 Master Thoroughfare Plan Amendment





2016 Master Thoroughfare Plan Amendment Vision Plan

1 inch = 2,121 feet



2016 Master Thoroughfare Plan Zoning Overlay

1 inch = 2,121 feet



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, 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 Major Thoroughfare Plan (MTP) and map; and,

WHEREAS, the City Planning and Development Services Department has conducted an analysis of existing and proposed land uses; existing collector streets, arterial streets and highways; Texas Department of Transportation plans for highway improvements; and, the needs for north-south and east-west routes and connectivity within the City; 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 Resolution, necessary to achieve connectivity to existing and proposed roadways and access to all parcels that will aid in orderly development; and,

WHEREAS, the proposed amendment has been evaluated and concurred with by the San Angelo Metropolitan Planning Organization (MPO) which voted to recommend its approval of the amendment to the MPO Policy Board; and,

WHEREAS, the Planning Commission has recommended approval of the proposed amendment to the MTP; 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 Major 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 _____ day of June, 2016, and finally **PASSED, APPROVED** and **ADOPTED** on this the _____ day of June, 2016.

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

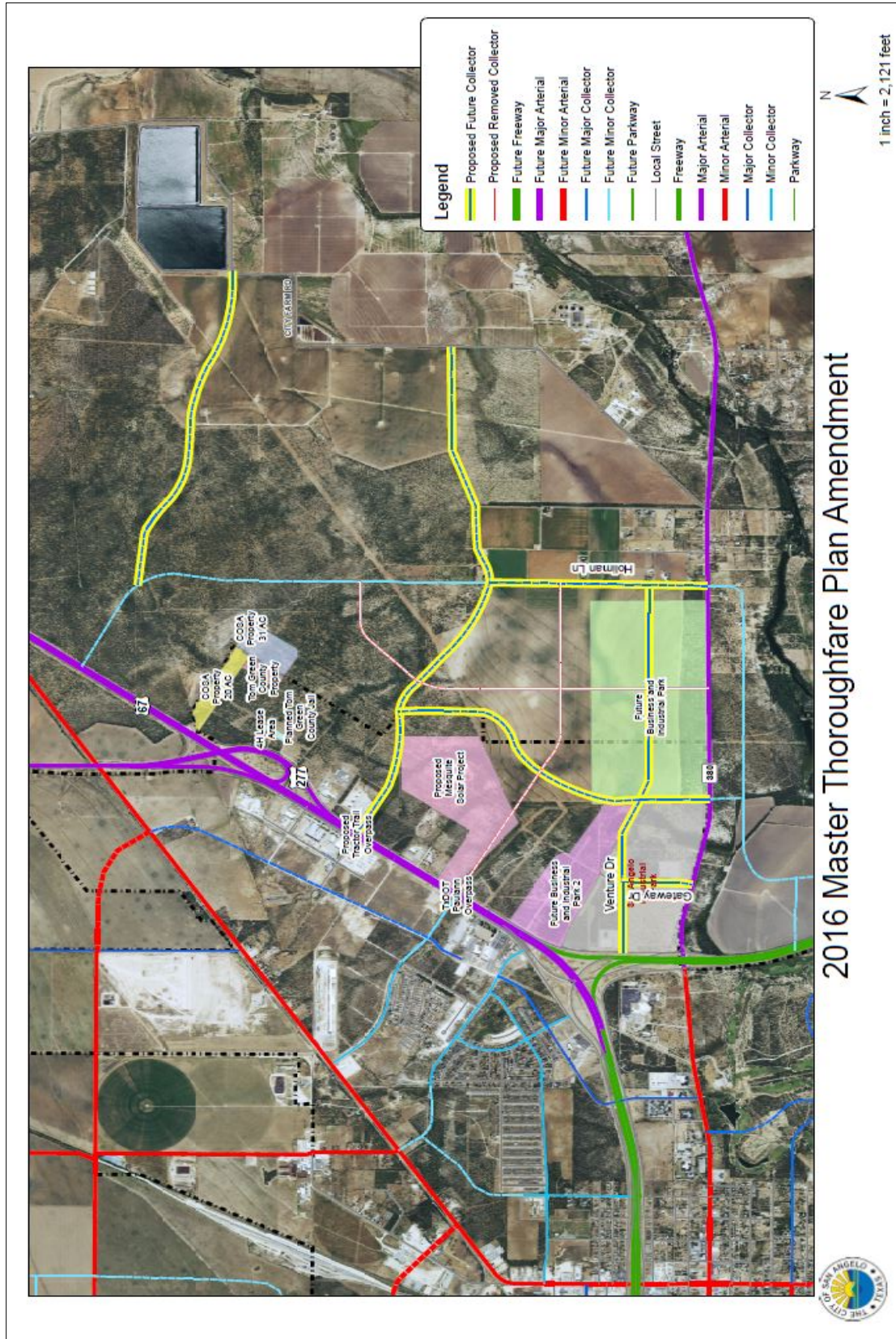
Approved as to Content:

Jon James, AICP, Director of
Planning and Development Services

Approved as to Form:

Theresa James, City Attorney

EXHIBIT “A”



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Regular Item

Caption:

Consider authorizing the City Manager to execute an agreement with San Angelo Host, Inc., for the operations of concessions at City properties - (Presentation by Parks & Recreation Director Carl White)

Summary/History:

Staff seeks approval of an agreement with San Angelo Host to operate concessions at City properties. We have enjoyed the excellent services of San Angelo Host for more than 9 years.

The current 3rd amended agreement was approved by City Council at the November 15, 2011 meeting. That agreement expires March 30, 2017.

At the February 18, 2014, City Council meeting, staff was authorized to submit a Request for Proposals (RFP) for the operation of the concession and games area, otherwise known as, "The Bosque."

On October 24, 2014, only 1 proposal was submitted and that was from San Angelo Host. On November 18, 2014, City Council authorized staff to negotiate a concessions agreement with San Angelo Host based on the RFP.

Since that time, we have completed the construction of the concessions building, the putt-putt golf course and other amenities at "The Bosque" and negotiated the new agreement which we are now asking for authorization to execute.

Key terms of this agreement are:

- * a new 5-year term, expiring in 2021, from date of execution.
- * increased insurance requirements.
- * inclusion of the concession operations at "The Bosque".
- * updated events list for non-exclusive concession rights.
- * updated and consolidated list of City properties, showing levels of exclusivity for food and alcoholic beverages.
- * other administrative updates such as: address changes, service request clarification, etc.

Financial Impact:

San Angelo Host pays the City 20 percent of its gross revenues from the sale of food and non-alcoholic beverages and 25 percent from its sale of alcoholic beverages. These rates were approved by Council in a contract on September 17, 2008. In fiscal year 2015, San Angelo Host paid \$36,617.24 to the City.

Other Information/Recommendation:

Prior to contracting with San Angelo Host, the City operated its own concessions. San Angelo Host has proven better able to provide the level of service that customers expect and demand.

Attachments:

- | | | |
|----|---|--|
| 1. | Minutes City Council Related to Concessions | Minutes City Council Related to Concessions.pdf |
| 2. | Presentation Concessions Agreement | Concessions Agreement.pptx |
| 3. | Agreement Proposed Concessions | 15-280 DF CONCESSION AGREEMENT San Angelo Host TJ Revised 6 1 2016 redline.pdf |

Presentation:**Approvals/Reviews:**

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

Mayor Morrison spoke in support of this item, but encouraged vigorous negotiations.

Councilmembers Vardeman and Silvas expressed concern about minimalizing addendum and change order costs.

Motion, to approve the selection and negotiation, as presented, was made by Councilmember Grindstaff and seconded by Councilmember Silvas. Motion carried unanimously.

POSTPONEMENT OF CONSIDERATION OF APPROVING VARIOUS CHANGES TO CIVIC EVENTS FACILITY POLICIES

Mayor Morrison made the statement that this item would be postponed to a later date.

AUTHORIZATION TO HIRING A CONSULTANT TO LOWER THE CITY'S ISO PPC RATING AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

A presentation was made by Fire Chief Brian Dunn

Mayor Morrison and Councilmember Vardeman expressed concerns over the need to use consultants, Chief Dunn clarified the complex nature of this type of work speaks to the need of hiring a consultant.

Councilmember Farmer spoke in support of the potential savings this may provide for the citizens.

Councilmember Grindstaff expressed concern about decisions that have been made that might have a negative effect on the ISO PPC rating, further stating that this rating should be kept in mind during future decisions that impact this rating.

Responding to a question from Councilmember Silvas, Chief Dunn confirmed there is not a guarantee this rating will be lowered.

Motion, to approve the request, as presented, was made by Councilmember Farmer and seconded by Councilmember Vardeman. Motion carried unanimously.

AUTHORIZATION FOR STAFF TO NEGOTIATE A CONCESSIONS AGREEMENT BETWEEN THE CITY OF SAN ANGELO AND SAN ANGELO HOST EVENTS, INC. (BASED ON RFP PK-02-14 "THE BOSQUE" CONCESSION)

A presentation was made by Parks and Recreation Director Carl White

Mayor Morrison and Councilmember Farmer spoke in support of San Angelo Host Events, Inc, and the City's overall relationship with them

Motion, to approve the request, as presented, was made by Councilmember Farmer and seconded by Councilmember Silvas. Motion carried unanimously.

AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$60,133.70 WITH ALARM SECURITY GROUP LLC DBA SAN ANGELO SECURITY TO PERFORM IMPROVEMENTS AND REPAIRS TO THE EXISTING FIRE SUPPRESSION SYSTEM WITHIN THE CHASE STATE OFFICE BUILDING UNDER AGREEMENT CFM-08-10

Councilmember Self recused himself from this item.

ATTACHED FORM, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SAN ANGELO AND DURO-LAST

Civic Events Manager Angelica Pena presented background information. *A copy of the presentation is part of the Permanent Supplemental Record.*

General discussion was held on the duro-last material, the warranty options, the replacement of the existing roof and decking, and the contingency request should the project require additional deck replacement.

Motion, to select Duro-Last with the 20 year warranty option for a total amount not to exceed \$728,168.00 (\$582,534.00+25% contingency), as presented, was made by Councilmember Vardeman and seconded by Councilmember Wardlaw. Motion carried unanimously.

APPROVAL OF MATTERS RELATED TO CONCHO RIVER IMPROVEMENTS:

- REVIEW FINANCIAL INFORMATION ASSOCIATED WITH THE CONSTRUCTION PROJECT

Parks and Recreation Director Carl White presented background information regarding \$300,000.00 project saving. *A copy of the presentation is part of the Permanent Supplemental Record.*

- APPROVAL OF A CONCEPTUAL DESIGN AND BUDGET FOR THE EXPANDED GAMES COURT AREA ("THE BOSQUE") AND AUTHORIZATION FOR STAFF TO PROCEED WITH FINALIZING DESIGNS WITH KINNEY FRANKE ARCHITECTS FOR THE IMPROVEMENTS

Parks and Recreation Director Carl White presented background information. *A copy of the presentation is part of the Permanent Supplemental Record.*

General discussion was held on the grant requirements, further marketing the area's amenities, staying within the existing budget, cost allocations, public/private partnership to install amenities, and possible long term leases.

Motion, to allow staff to move forward with the conceptual design, to stay within the existing project budget of \$993,526.00, and present final design to City Council for approval at a future meeting, was made by Councilmember Farmer and seconded by Councilmember Silvas. Motion carried unanimously.

- AUTHORIZATION FOR STAFF TO SOLICIT REQUEST FOR PROPOSALS FOR OPERATION OF THE CONCESSION AND GAMES COURT AREA ("THE BOSQUE")

Parks and Recreation Director Carl White presented background information. *A copy of the report/presentation is part of the Permanent Supplemental Record.*

General discussion was held on the scope of services.

Motion, to authorize staff to seek proposals, as presented, was made by Councilmember Farmer and seconded by Councilmember Fleming. Motion carried unanimously.

- APPROVAL OF CHANGE ORDER #16 TO INCLUDE: THE REPAIRS OF THE SUPPORTING COLUMNS OF THE PEDESTRIAN BRIDGE WEST OF ABE STREET; REPLACEMENT OF THE DECKING OF THE PEDESTRIAN BRIDGE EAST OF KOENIGHEIM; AND INSTALLATION OF 8 ADDITIONAL LED LIGHTS UNDER ABE AND KOENIGHEIM BRIDGES UNDER THE AGREEMENT WITH TEMPLETON CONSTRUCTION CO., INC., PROJECT PK-05-10, IN THE AMOUNT OF \$148,642.88, AND REQUESTING APPROVAL OF SAID AMOUNT TO BE FUNDED BY REMAINING AND UNUSED CONTRACT FUNDS FOR THE RIVER PROJECT CONSTRUCTION PREVIOUSLY APPROVED BY CITY COUNCIL, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE SAID CHANGE ORDER

Parks and Recreation Director Carl White and Construction Manager David Knapp presented background information. *A copy of the report/presentation is part of the Permanent Supplemental Record.*

UNIT AND CRISIS INTERVENTION UNIT

ADOPTION OF RESOLUTIONS AUTHORIZING THE MAYOR TO EXECUTE TAX DEEDS FOR THE SALE OF TAX LOTS: (ANNEX A, PAGE 125, RESOLUTION #2011-11-121R & ANNEX B, PAGE 127, RESOLUTION #2011-11-122R)

- 29 E 25th Street, (Ramirez), 0.376 acres o/o NW corner of J.B. Harrison Subdivision, F.E. Cramer Survey #318, Abstract 112, \$3,000, Suit No. B-07-0027-T
- Corner Blaze/Richter, (Jessop), Lots 3 & 4, Block "B", Spencer Addition #1, \$2,924, Suit No. B-06-0207

ADOPTION OF A RESOLUTION AUTHORIZING SALE OF TAX RESALE LOT OF TOM GREEN COUNTY: (ANNEX C, PAGE 129, RESOLUTION #2011-11-123R)

2005 Shelton Street, (Brown), S ½ of E ½ of Lot 3, Block 4, Home Acres Addition, \$500, Suit No. TAX87-0003-B

AUTHORIZATION FOR THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE SUPPLEMENTAL LEASE AGREEMENT NO. 4 TO LEASE NO. GS-07B-15244, AND ALL RELATED DOCUMENTS, BETWEEN THE CITY OF SAN ANGELO AND GENERAL SERVICES ADMINISTRATION (GSA) AT SAN ANGELO REGIONAL AIRPORT

AUTHORIZATION FOR THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE A THIRD AMENDED CONCESSION AGREEMENT WITH SAN ANGELO HOST, INC. EXTENDING THE TERM OF THE CURRENT CONCESSION AGREEMENT FOR AN ADDITIONAL FIVE YEARS PURSUANT TO THE OPTION THEREFORE IN THE CURRENT AGREEMENT, AND AMENDING THE TERMS THEREOF PROVIDING FOR THE DISPENSING OF FOOD, NON-ALCOHOLIC BEVERAGES, AND ALCOHOLIC BEVERAGES IN CERTAIN FACILITIES OWNED BY THE CITY OF SAN ANGELO

Councilmember Farmer and Adams requested VM-22-11 and the WEBEOC items be considered in Regular Session. Council concurred.

Motion, to approve the Consent Agenda, as presented, with the exception of VM-22-11 and the WEBEOC items, was made by Councilmember Hirschfeld and seconded by Councilmember Silvas. Motion carried unanimously.

REGULAR AGENDA: PUBLIC HEARING AND COMMENT

AWARD OF BID VM-22-11 FOR ZERO TURN MOWERS FROM CROSS TEXAS SUPPLY (SAN ANGELO, TEXAS), IN THE AMOUNT OF \$26,878.00 AND AUTHORIZATION FOR THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY RELATED DOCUMENTS

Councilmember Farmer recused herself from the vote and left the meeting at 9:19 A.M.

Motion, to approve, as presented, was made by Councilmember Hirschfeld and seconded by Councilmember Adams. Motion carried unanimously.

Councilmember Farmer returned to the meeting at 9:21 A.M.

APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANGELO AND THE CONCHO VALLEY COUNCIL OF GOVERNMENTS AUTHORIZING SHARING OF THE COSTS OF WEBEOC, A WEB BASED COMMUNICATIONS SOFTWARE, THAT ALLOWS FOR SECURE, REAL-TIME ACCESS TO EMERGENCY RESPONSE INFORMATION AND COMMUNICATIONS, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE SAID AGREEMENT



City Council

June 7, 2016



Concessions Agreement

- Consider authorizing the City Manager to execute an agreement with San Angelo Host, Inc., for the operations of concessions at City properties - (Presentation by Parks & Recreation Director Carl White)







Concessions Agreement

- existing agreement approved at Nov. 15, 2011 meeting – expires Mar. 30, 2017.
- At Feb. 18, 2014 meeting, staff authorized to submit a RFP for the operation of the concession and games area, otherwise known as, “The Bosque.”
- Oct. 24, 2014, 1 proposal submitted (SA Host).
- At Nov. 18, 2014 meeting staff authorized to negotiate agreement w/ SA Host, based on RFP.



Concessions Agreement

- Since that time, we have:
completed the construction of the concessions building, the putt-putt golf course and other amenities at "The Bosque" and negotiated the new agreement which we are now asking for authorization to execute.



Concessions Agreement – Key Terms

- a new 5-year term, expiring in 2021.
- increased insurance requirements.
- inclusion of the concession operations @ "The Bosque".
- updated events list for non-exclusive concession rights.
- updated and consolidated list of City properties, showing levels of exclusivity for food and alcoholic beverages.



Concessions Agreement

- SA Host pays the City 20% of its gross revenues from the sale of food and non-alcoholic beverages & 25 % from its sale of alcoholic beverages.
- These rates approved September 17, 2008.
- FY2015, SA Host paid City \$36,617.24.
- Prior to contracting with SA Host, City operated its own concessions. SA Host has proven better able to provide the level of service that customers expect and demand.





City Council

June 7, 2016



CONCESSION AGREEMENT

This Concession Agreement (the "Agreement") is by and between the City of San Angelo ("City"), a Texas home rule municipal corporation, acting by and through its duly authorized Mayor, and San Angelo Host, Inc. ("Concessionaire"), a Texas corporation acting by and through its duly authorized officers (City and Concessionaire hereinafter being referred to collectively as the "Parties").

1. GRANT

1.1 Privileges and Obligations. For the consideration stated and subject to the terms, provisions, covenants and conditions set forth herein, City grants to Concessionaire the concession privileges described herein, and Concessionaire agrees to provide and perform the services described herein at City facilities identified on **Exhibit "A"** (herein also referred to as the "Premises") in addition to facilities that may be added in the future by mutual agreement of the Parties in writing. The concession privileges granted shall be either exclusive or non-exclusive with respect to the facility, the function or event, and with respect to alcoholic beverages as indicated on **Exhibit "A"** and as specifically provided hereinafter. **Exhibit "A"** is attached hereto and made a part hereof for all purposes as if fully set forth herein.

1.1.1 Concessionaire shall have the exclusive right to the provision of alcoholic beverages at any City property where the City Manager or his designee has the authority to approve the sale of alcoholic beverages, including alcohol provided as part of a paid ticket to an event.

1.1.2 Exclusive Contracts. This Agreement is subject to City's exclusive contract for sale of beverage products (currently Coca-Cola). City reserves the right to enter into similar exclusive contracts for sale of products at its facilities directly or through an agency, and Concessionaire agrees to abide by such contracts provided Concessionaire is permitted to purchase such product at more competitive prices through the distributor's authorized dealers (or authorized dealers of other products for which City has exclusive contracts), if necessary. Should such contract impact negatively on the cost of product purchased by Concessionaire from the distributor or such similar company contracted by City and no authorized dealer can be found, then Concessionaire shall have the right to increase the selling price of such product conditioned upon prior written consent of the City Manager or his designee.

1.1.3 Exception for Concession Sales by Event Promoters. Excepted from the concession privileges granted Concessionaire herein are concessions -- excluding alcoholic beverages -- operated by Event Promoters pursuant to lease agreements by and between City and the Event Promoter relating to events at any facilities owned or operated by City excluding the Texas Bank Sports Complex. All such exceptions must be mutually agreed upon in advance and in writing by

City and Concessionaire.

- 1.1.4 Concessionaire understands that it will not have an exclusive right or obligation to serve food, non-alcoholic or alcoholic beverages at a total of seven (7) annual events including the following: Taste of San Angelo, Disney/Feld Entertainment, and Barnum and Bailey, Junior League San Angelo's "Western Dance", Habitat for Humanity's "Tool Bash" Party, one (1) Food Truck Festival and one (1) Beer/Wine Tasting Festival. No event included in this provision will exceed two (2) days.
- 1.1.5 Nothing in this Agreement shall prohibit City from providing that its tenants may handle or dispense certain items or products peculiar to such tenants' production of events, such as programs, souvenirs and novelties, sample-sized food and non-alcoholic beverages.
- 1.1.6 City grants Concessionaire the non-exclusive right to utilize the Convention Center's kitchen facilities and ice machine to prepare for concession events scheduled through City's Civic Events Division and/or any other City division, as needed.
- 1.1.7. Concessionaire understands that its exclusive right to the provision of food within the Coliseum, Convention Center and other City facilities shall be limited to those events at which food is to be sold. This provision allows for private catered events within the Coliseum, Convention Center and other City facilities using outside caterers other than Concessionaire. ~~Concessionaire shall enjoy the exclusive right to the provision of alcohol at all events at which alcoholic beverages are sold at the Coliseum, Convention Center and all other City Facilities.~~

2. TERM

- 2.1 Term. The term of this Agreement shall be for five (5) years beginning at 12:01 a.m. on the _____ day of _____, 2016, its effective date, through 12:01 a.m. on _____, 2021, or unless sooner terminated as provided in Article 10.

Upon written request and approval by City, Concessionaire shall receive one five (5) year extension to this Agreement without further action by Council.

3. PAYMENTS

- 3.1 Percentage Payments. Concessionaire shall pay to City on the last day of each and every month during the term hereof, commencing with the _____ day of _____, 2016, the following percentages of Gross Revenues from concessions and catering less any applicable sales and alcoholic beverage taxes payable by Concessionaire, as defined herein, made during the preceding Accounting Period:

- 3.1.1 Concessions. Food and beverage (non-alcoholic): Twenty percent (20%);

Alcoholic beverages: Twenty-five percent (25%).

3.1.2 Catering. Catering of food items and non-alcoholic beverages: Ten percent (10%); Alcoholic Beverages: Twenty-five percent (25%).

3.1.3 "Catering" Defined. Catering as used herein shall mean food, non-alcoholic beverages, or alcoholic beverages served in connection with a fixed price per person event. However, specifically excluded from gross revenues due City under this paragraph shall be any event catered by Concessionaire for any City department or division, or for any known or declared emergency event for which Concessionaire provides catering services.

3.2 Extension Option. At least ninety (90) days prior to the expiration of the fifth Contract Year of the term hereof, Concessionaire may petition City for a five (5) year extension of this Agreement to begin on 12.01 a.m. on _____, 20__, through midnight on _____, 20__, the "Option Period". In the event City grants the extension, City reserves the right to adjust the Percentage payments during the Option Period.

3.3 Contract Year. The term "Contract Year" shall mean each annual anniversary of the effective date of this Agreement.

3.4 Place of Payment. All payments to City under this Agreement shall be made in lawful money of the United States, at the Civic Events Manager's Offices located at the McNease Convention Center, 500 Rio Concho Dr., San Angelo, Texas 76903.

3.5 Late Fee. Concessionaire shall pay all fees in a timely manner. A late fee of five percent (5%) of the amount due shall be imposed on Concessionaire if reports and payments are more than ten (10) days overdue.

3.6 Vending Sales. Concessionaire shall have the exclusive right to operate vending machines on Parks and Recreation Department properties, and all other City properties mutually agreed upon by the Parties in writing, in accordance with the type, quantity and locations approved in advance, in writing, by the Parks and Recreation Department Director or Parks and Recreation Division Manager responsible for the administration of the property where the machines are to be located. Concessionaire shall pay City ten percent (10%) of all Gross Revenues from vending machine sales. For purposes of vending sales only, the Accounting Period shall be quarterly with the first quarterly period to be _____, 2016 through _____, 20__, and continue in a like manner for each quarter of a year throughout the term of this Agreement. Concessionaire shall make payment of the amounts due for vending sales to City on the twentieth (20th) of the month following the end of each preceding quarterly Accounting Period.

4. REPORTS AND AUDIT

4.1 Reports. Concessionaire agrees to provide City with a monthly report indicating all Gross Revenues for Concessions sales only, as reported by Concessionaire to the Texas Alcoholic Beverage Commission (TABC). Further, Concessionaire shall provide City with a monthly

report of its sales tax report indicating all Gross Revenues for Concessions sales only, as reported by Concessionaire to the Texas State Comptroller's Office. The term "Gross Revenues" as used herein is defined to mean the gross amount received from all sales of food, non-alcoholic and alcoholic beverages or other items and all revenues of every kind arising from or payable on account of business done by Concessionaire on the Premises. All reports required under this Article 4.1 shall be provided to City by Concessionaire at the place where payments due hereunder are payable, and between the first and last day after the last day of the month for which the report is made, unless otherwise agreed upon by City.

5. INDEMNIFICATION AND INSURANCE

5.1 Indemnification.

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

5.2 Insurance.

5.2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Concessionaire for the purpose of complying with this Agreement.

5.2.1.1 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.

5.2.1.2 Named Insured. All insurance policies required herein shall be drawn in the name of Concessionaire, with City, its council members, officials, agents, and employees named as additional insured parties, except on Workers' Compensation coverage.

5.2.1.3 Waiver of Subrogation. Concessionaire shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, officials, agents, and employees.

5.2.1.4 Certificates of Insurance. Before the time of execution of this Agreement, Concessionaire 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, Concessionaire and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College Ave., San Angelo, Texas 76903.

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

5.2.1.6 Subcontractors' Insurance. Concessionaire shall cause each Subcontractor employed by Concessionaire to purchase and maintain insurance of the types and in the amounts specified below. Concessionaire shall require Subcontractors to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each Subcontractor.

5.2.2 Types and Amounts of Insurance Required. Concessionaire shall obtain and

continuously maintain in effect at all times during the term hereof, at Concessionaire's sole expense, insurance coverages as follows with limits not less than those set forth below:

5.2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy, written in comprehensive form and shall protect Concessionaire and additional insured parties against all claims arising from bodily injury, sickness, disease or death of any person (other than Concessionaire's employees) and damage to property of City or others arising out of the act or omission of Concessionaire or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Concessionaire under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall be no less than:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products-Completed Operations Aggregate
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 250,000.00	Fire Damage (any one fire)

5.2.2.2 Business Automobile Liability. This policy shall protect Concessionaire and the additional insured parties 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 no less than:

\$ 500,000.00	Combined Single Limit
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5.2.2.3 Workers' Compensation and Employer's Liability. This insurance shall protect Concessionaire and the additional insured parties against all claims under applicable workers' compensation laws. 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 no less than:

Statutory Amount	Worker's 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 City in accordance with the notice provisions of this Lease.

5.2.2.4 Liquor Liability. This insurance shall be in comprehensive form and shall protect Concessionaire and the additional insured parties against all claims arising from bodily injury, sickness, disease or death of any person (other than Concessionaire's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be no less than:

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

6. DUTIES OF CONCESSIONAIRE

6.1 Concessionaire covenants and agrees:

6.1.1 Duty to Provide Service. To adequately serve each function that has requested service and has agreed to the terms of such service.

6.1.2 Alcoholic Beverage Service. To provide full and complete alcoholic beverage service, including ice, for each event held on the Premises for which alcoholic beverage service is requested by the client and which service is approved by the City Manager or his designee. The term "full and complete alcoholic beverage service" as used herein is defined to mean the provision of beer, wine, and/or other spirits, either alone or in any combination thereof, as shall be determined and approved by the City Manager or his designee.

6.1.3 Personnel. To provide adequate numbers of professionally attired, properly trained, and properly licensed personnel to serve food and beverages in a courteous, efficient, and sanitary manner for each event for which Concessionaire provides service. Concessionaire shall ensure that all personnel directly engaged in the sale and service to the patrons of the facilities shall conduct themselves in accordance with the laws of the State of Texas and ordinances of the City of San Angelo. Concessionaire shall cooperate fully with the City Manager or his designee with regard to personnel working at the facilities, and will take appropriate corrective action upon notification that an employee's performance is not in compliance with the provisions of this Agreement. Notwithstanding the foregoing, Concessionaire shall have full control over any of its personnel.

6.1.4 Cleanliness. To keep neat and clean and in a sanitary condition all concession

areas and the surrounding areas primarily occupied or used by Concessionaire during and immediately after working events during the term of this Agreement. Concession stands, bars, refrigerators, and other serving areas shall be cleaned thoroughly during and after each event served. Laws, ordinances and regulations of all governmental bodies having jurisdiction pertaining to food-serving establishments shall apply and be complied with by Concessionaire, including the maintenance of all, if any, health permits required. All refuse and waste materials created by the concession operation, including materials from condiment and designated dining areas shall be promptly and properly disposed of after each event. Concessionaire shall not be responsible for pest control during the term of this Agreement, and City will, monthly, service areas used by Concessionaire for pest control to comply with Health regulations.

- 6.1.5 Products. That all products sold or offered for sale shall be of reasonable quality, provided however, that the City Manager or his designee reserves the right to specify products on a per event and/or per venue basis, so long as the products are of comparable quality and pricing. The right of City to specify product brands shall not extend to the brands of alcoholic beverages. Concessionaire shall have the sole discretion to choose alcoholic beverage brands provided the quality standard herein is met.
- 6.1.6 Inspection. That all products kept for sale shall be subject to inspection and approval by the City Manager or his Designee during all times concessions are in operation. Rejected products shall be immediately removed from the Premises and shall not be returned for sale.
- 6.1.7 Breakable Containers. Sales in Seating Areas. That no single-serving drinks shall be sold in glass bottles, and that no drinks or merchandise shall be sold or offered for sale in the seating area when prohibited by the City Manager or his designee.
- 6.1.8 Programs and Novelties. That programs and novelties cannot be sold except with permission of the City Manager or his designee, and chewing gum shall not be sold, given away or dispensed on the Premises.
- 6.1.9 Licenses and Permits. That Concessionaire shall obtain and maintain at Concessionaire's expense, throughout the term of this Agreement, all food, beverage and alcoholic beverage licenses and permits required by law and shall collect all taxes imposed by law except as provided herein. Unless otherwise approved in writing by the City Manager or his designee, Concessionaire may not contract with another person or entity to hold such licenses or permits but shall hold such licenses or permits in its own name. In the event Concessionaire is permitted by City to contract with another person or entity holding such licenses or permits, Concessionaire will be required to provide appropriate prior documentation to City for timely review evidencing that said outside person or entity shall be covered under Concessionaire's

insurance policies as required pursuant to the terms of this Agreement.

- 6.1.10 Local Employees. Local employees and merchandise shall be used where and when possible.
- 6.1.11 Price Schedule. Concessionaire agrees to charge sponsors and patrons of events scheduled on City property only in accordance with the price schedule approved by the City Manager or his designee. Items shall be substantially as represented in Exhibit "B" which is attached hereto. Concessionaire agrees not to make changes in said price schedule without prior written consent of the City Manager or his designee. City reserves the right, through the City Manager or his designee, to approve all food, non-alcoholic beverages and other items (exclusive of alcoholic beverages) to be sold under this Agreement. Prices for Alcoholic Beverages represented in Exhibit "B" shall be competitive with alcoholic beverage drink prices in the City of San Angelo and surrounding areas and shall require approval of the City Manager or his designee. Concessionaire acknowledges that the grant of this concession is subject to the public interest, and all sales shall be conducted in accordance with standards for food and beverage service as mandated by City under its public trust.
- 6.1.12 Standards. Concessions granted herein shall be operated in a workmanlike manner and shall provide an adequate line of foods, beverages, alcoholic beverages, ice, etc. for any performance.
- 6.1.13 Employee Consumption. Concessionaire's employees shall not partake of any alcoholic beverages in the concession area or otherwise on the Premises during any hours of operation.
- 6.1.14 Liquidated Damages. In addition to other rights granted to City herein, Concessionaire agrees that should it fail to open its concessions for any engagements, unless excused by the Client, the City Manager or his designee, or if operation of any portion thereof be shut down for its failure to comply with the requirements of the Health Department of the State of Texas or the City of San Angelo, and such shutdown could have reasonably been averted by Concessionaire, its agents or employees, Concessionaire shall pay to City as liquidated damages, and not as any penalty therefore, the sum of five hundred dollars (\$500.00) per occurrence or per day for each day said shutdown continues, whichever is applicable. Should City fail to give Concessionaire written notice of an event at least five (5) business days before the event takes place, the penalty shall be deemed waived as to that event. For purposes of this section written notice shall be to Concessionaire pursuant to Section 11.6. Additional courtesy notification may be provided to Concessionaire through text messaging or email as requested. Failure to provide courtesy notifications shall not be the basis for waiving the penalty under this Section.

6.1.15 Locks. Concessionaire shall not change the locks on the concession areas without City's written consent. Concessionaire shall provide keys to the City Division Manager responsible for the facility as may be necessary for City's continuous access to all areas utilized by Concessionaire during the term of this Agreement.

7. COMPLIANCE WITH LAWS

7.1 Concessionaire shall comply with all applicable standards, ordinances, laws, and regulations which may regulate the services provided by Concessionaire under this Agreement, including, but not limited to, rules promulgated now or in the future by the appropriate citizens advisory board and approved by the City Council with regard to the operation of concessions. Concessionaire shall comply with all applicable laws, including prohibitions of discrimination, concerning its practices and policies as an employer and with respect to operation of its business. Concessionaire shall be deemed at all times to be an Independent Contractor as defined pursuant to the Texas Labor Code, Section 406.121 (or its successor statute) and shall be responsible for conduct of its agents and employees during the services rendered under this Agreement.

8. GENERAL PROVISIONS

- 8.1 General Manager. Concessions shall be operated by Concessionaire or its employed Manager at all times during the term of this Agreement. If at any time the City Manager or his designee, makes the reasonable determination that the Concession Manager or his alternate is performing unsatisfactorily, the obligations of Concessionaire hereunder, after written notice to Concessionaire, the Manager shall be replaced within twenty (20) days with a manager who is capable of satisfactorily performing the obligations of Concessionaire hereunder as approved by the City Manager or his designee.
- 8.2 Alterations. Concessionaire shall not make any improvements, additions or alterations to Premises without the prior written consent of City.
- 8.3 Equipment Maintenance. City will maintain its own equipment currently in place for concessions.
- 8.4 Acceptance. Concessionaire accepts the existing Premises in their present "AS IS" condition.
- 8.5 Advertising. No signs, posters or other similar material used for advertising purposes shall be placed within City property without the written approval of the City Manager or his designee.
- 8.6 Notice of Events. The City Manager or his designee shall give Concessionaire adequate and reasonable advance notice of scheduled events, adequate and reasonable notice being at least five (5) business days in writing available information as to location of serving and probable number in attendance at such events. The City Manager or

his designee will make reasonable effort to notify Concessionaire of cancellations as notice is received by City, but no liability shall devolve upon City for failure to deliver notice of cancellation.

- 8.7 Location of Bars. The City Manager or his designee shall have the discretion to determine the location of bars within the confines of the designated facility requiring beverage service. The number of bars per event shall be maintained to one (1) bar per up to 300 guests; thereafter, discussion and negotiations shall take place with Concessionaire before any event.

- 8.8 Outside Food and Beverage Prohibited. During special events at which concessions are offered for sale, City will prohibit the public from bringing food and beverages that are not purchased on site into the Coliseum, Convention Center, River Stage, Texas Bank Sports Complex and municipal pool, excluding the San Angelo Symphony's July 3 Pops Concert at the River Stage.

- 8.9 Prohibition of Sale of Alcohol. Notwithstanding anything herein to the contrary, the City Manager or his designee may prohibit the sale of alcoholic beverages at a City facility or City-owned property for a particular event.

- 8.10 Office Space. City agrees to furnish space, commonly known as the "Concessionaire's office" for Concessionaire to carry out the terms of this Agreement. The location of Concessionaire's office shall be determined by City. Concessionaire shall be allowed access to the Coliseum at all reasonable hours for the purpose of operating the concessions.

- 8.11 Sale of Alcohol. Due to insurance coverage stipulations, City shall not allow alcohol to be sold after 1:00 a.m. with the exception of special events (i.e. festivals or concerts). Concessionaire shall be notified of special event late hours bar service requirements before the event is contracted or confirmed.

- 8.12 BYOB. A BYOB event is defined as individuals bringing their own alcoholic beverages to private events for their personal consumption. It is no longer a BYOB event if alcohol is purchased by the organizing party and served to guests.

San Angelo Host has the exclusive right to sell alcohol at all the listed locations on Exhibit A where alcohol sales are permitted. BYOB shall be permitted at all locations with the exception of:

Foster Communications Coliseum;
McNease Convention Center;
Love Municipal Pool; and
Texas Bank Sports Complex.

BYOB shall not be permitted at Bill Aylor Sr. Memorial River Stage if it is a ticketed event or an admission fee is charged.

No BYOB will be permitted at any location Concessionaire has exclusive rights to service of alcoholic events during a public event.

9. UTILITIES

- 9.1 City shall furnish to Concessionaire, at the San Angelo Coliseum and Convention Center, all electricity (as presently configured), gas, heated and unheated water, heating, ventilation and air-conditioning required by Concessionaire to furnish the concession services described in this Agreement, at no additional cost to Concessionaire. City shall furnish to Concessionaire at all other exclusive locations, including those listed in Exhibit "A", and such additional facilities or locations as may be mutually agreed to in writing by the Parties, electricity if then available and as then configured at no additional cost to Concessionaire.

10. ASSIGNMENT AND TERMINATION OF CONTRACT

10.1 Assignment of Contract.

10.1.1 Concessionaire shall not assign, transfer, subcontract, convey, or otherwise dispose of this Agreement or any part herein or its right, title or interest herein or its power to execute the same to any other person, company or corporation without the previous consent in writing of City.

10.1.2 Should Concessionaire violate this section 10, City may at its discretion cancel this Agreement; and all right, title and interest of Concessionaire shall therein cease and terminate.

10.2 Termination of Agreement.

10.2.1 Surrender of Premises. At the expiration, termination or cancellation of this Agreement, Concessionaire shall surrender possession of all premises, equipment and improvements made or furnished by City within twenty (20) days of the effective date of termination. All improvements and equipment installed by Concessionaire and all additional items of personal property remaining in or on the premises after the expiration of thirty (30) days following the termination of this Agreement shall be deemed abandoned by Concessionaire and shall automatically become the property of City.

10.2.2 Final Accounting. Concessionaire shall deliver to City, within thirty (30) days of the effective date of termination, a certified final accounting, and shall remit to City all amounts owed as of the effective date of termination, after withholding all amounts to which Concessionaire may be entitled under this Agreement.

10.2.3 Bankruptcy. Either party may terminate this Agreement at any time if the other party files or has filed against it a voluntary or involuntary petition in bankruptcy or a voluntary or involuntary petition or an answer seeking reorganization, an

arrangement, readjustment of its debts, or for any other relief under the Bankruptcy Code, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing; or any action by such party indicating its consent to, approval of or acquiescence of such party to the appointment of a receiver or trustee for all or a substantial part of its property; the making by such party of an assignment for the benefit of creditors; the inability of such party or its admission in writing of its inability to pay its debts as they mature; or the involuntary appointment of a receiver or trustee of such party for all or a substantial part of its property; or the issuance of a warrant of attachment, execution or similar process against any substantial part of the property of such party, and the continuance of the same for thirty (30) days un-dismissed, un-discharged or un-bonded.

10.2.4 Default. If Concessionaire shall default in performance of any of the covenants and conditions required herein to be kept and performed by Concessionaire, and such default continues for a period of ten (10) days after notice thereof, City shall have the right to terminate this Agreement upon written, ninety (90) days advance notice of termination. Any termination of this Agreement arising from Concessionaire's default shall not relieve Concessionaire from the payment of any sum or sums that are due and payable to City under this Agreement, or any claim for damages then or thereafter accruing against Concessionaire under this Agreement. Any such termination shall not prevent City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law or from recovering damages from Concessionaire for any default under this Agreement. All rights, options, and remedies of City contained in this Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided at law or in equity, whether or not stated in this Agreement. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Agreement. In the event of the breach of any of the covenants, conditions or obligations contained herein by Concessionaire, or if it becomes necessary for City to employ attorneys to enforce its rights accruing as a result of such default, Concessionaire agrees to pay City reasonable attorneys' fees and all costs of court and expenses incurred as a result thereof. If either party defaults under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

10.2.5 Termination by Concessionaire. If City shall default in performance of any of the covenants and conditions required herein to be kept and performed by City, and such default continues for a period of ten (10) days after notice thereof, Concessionaire shall have the right to terminate this Agreement upon written, ninety (90) days advance notice of termination to City.

10.2.6 Extended Event. If an extended event of a number of days is in progress on the

termination date of this Agreement, Concessionaire shall continue operation through the conclusion of the event.

- 10.2.7 Condition of City Property. At the expiration of this Concession Agreement, Concessionaire shall leave City property and its equipment and appurtenances in at least as good condition as that in which they were at the commencement of the Agreement, less normal wear and tear.

11. MISCELLANEOUS

- 11.1 Venue. This Agreement shall be construed under and 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.
- 11.2 No Partnership. Nothing in this Agreement shall be construed as creating a partnership between the parties or constituting Concessionaire as an agent of City, or authorizing Concessionaire to create any financial obligation for City. Concessionaire agrees that it will meet all of its obligations when due.
- 11.3 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 Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which such party is not responsible or which is not in its power to control.
- 11.4 Headings. The paragraph headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 11.5 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intent of the parties that the remainder of this Agreement shall not be affected. It is also the intent of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there are added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision to make it legal.
- 11.6 Notice. Any formal notice required or permitted under this Lease shall be deemed sufficiently given if it is in writing and personally delivered, or sent by overnight express delivery service or deposited in the United States mail, postage prepaid and sent by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served three days after the date said notice is postmarked to the addressee, postage prepaid. Until changed by

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

If to City: City of San Angelo
Attn: Carl White, Parks &
Recreation Director
72 W. College Ave.
San Angelo, Texas 76903

If to Concessionaire: San Angelo Host, Inc./San Angelo Host
Attn: Giancarlo Campanelli
P.O. Box 2563
San Angelo, Texas 76902

11.7 Entire Agreement. This Agreement and any contemporaneous addenda signed by the parties hereto constitute the entire agreement between the City and Concessionaire. There are no oral representations, understandings, agreements or promises pertaining hereto not incorporated herein. No provision of this Agreement shall be altered, waived, amended, or extended except by an instrument in writing signed by both the City and Concessionaire.

12. TERMS OF THE ESSENCE

12.1 It is understood and agreed between the parties that each and every provision, term and requirement contained herein is of the essence of this Agreement, and substantial violation of any such provision or substantial failure to meet any of such requirements, subject to provision for opportunity to cure as provided herein, shall entitle the other party to terminate this Agreement without recourse by the party violating such provisions or failing to meet such requirements.

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

CITY OF SAN ANGELO

BY: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

SAN ANGELO HOST EVENTS, INC.

BY: _____
Giancarlo Campanelli, General Manager

Exhibit “A”

Concessionaire Privileges and Obligations at City-owned Properties (Premises)

Property	Provision of Food & Non-Alcoholic Beverages	Provision of Alcoholic Beverages
Civic Events Venues, as listed:		
Coliseum (on E. 43 rd St.)	Exclusive	Exclusive
Convention Center (on Rio Concho Dr.)	Exclusive	Exclusive
Farmers Market (on S. Oakes St.)	Non-exclusive	Exclusive
Indoor Arena (on E. 43 rd St.)	Non-exclusive for non-ticketed events, Exclusive for ticketed events	Exclusive
Paseo Pavilions	Non-exclusive	Exclusive
Pecan Creek Pavilion and Park	Non-exclusive	Exclusive
River Stage	Exclusive	Exclusive
Tiered Plaza	Exclusive	Exclusive
Fort Concho (includes all City-owned buildings, except State occupied buildings, and grounds in the 35 acre site, including public Rights of Way)	Non-exclusive	Exclusive
Parks, as listed:		
Bart DeWitt Park (except “The Bosque”)	Non-exclusive	Exclusive
Bell Park (on Upton St.)	Non-exclusive	Exclusive
Brentwood Park (on N. Howard St.)	Non-exclusive	Exclusive
Bosque Park (area including the putt-putt golf course, concession building and sand volleyball area; exclusivity of sales of food and non-alcoholic drinks does not apply for approved food trucks)	Exclusive	Exclusive
Brown Park (on Johnson St.)	Non-exclusive	Exclusive
Civic League Park (on Park St.)	Non-exclusive	Exclusive
El Paseo de Santa Angela (Celebration Bridge to Pavilions, except Tiered Plaza)	Non-exclusive	Exclusive
Firefighters’ Memorial City Park (on Twohig Ave.)	Non-exclusive	Exclusive
Glenmore Park (on Ave. L.)	Non-exclusive	Exclusive
Harmon Park (on Veterans’ Memorial River Dr.)	Non-exclusive	Exclusive
Hot Water Slough Park	Non-exclusive	Exclusive
Kirby Community Park (on Edmund Blvd.)	Non-exclusive	Exclusive
Knickerbocker Park (on Knickerbocker at the lake)	Non-exclusive	Exclusive
Martin Luther King, Jr. Memorial Park (on MLK Blvd.)	Non-exclusive	Exclusive
Mary E. Lee Park (on Knickerbocker Rd.)	Non-exclusive	Exclusive
Meadowcreek Park (on Ridgecrest Ln.)	Non-exclusive	Exclusive
Middle Concho Park	Non-exclusive	Exclusive

Mountainview Park (on Chestnut)	Non-exclusive	Exclusive
North River Drive Park (1 st to Elm St. along Veterans' Memorial Dr.)	Non-exclusive	Exclusive
Padron Park (on Ben Ficklin Rd.)	Non-exclusive	Exclusive
Park Heights Park (S. Randolph to S. Abe St.)	Non-exclusive	Exclusive
Producers Park (on Ricks Dr.)	Non-exclusive	Exclusive
Red Arroyo Trail and Parks (Sherwood Way to Knickerbocker Rd.)	Non-exclusive	Exclusive
Rio Concho Park (Rio Concho Dr. to Bell St.)	Non-exclusive	Exclusive
Rock Slough Park (on Fishermans' Rd.)	Non-exclusive	Exclusive
Santa Fe Park (S. Randolph to 1 st . St. along Veterans' Memorial Dr.)	Non-exclusive	Exclusive (5% or less alcohol content only)
Santa Fe, East Park (includes Kids' Kingdom; S. Abe St. to S. Randolph St.)	Non-exclusive	Exclusive (5% or less alcohol content only)
Santa Rita Park (on S. Madison St.)	Non-exclusive	Exclusive
South Concho Park (west of Bell St. to Ave. K)	Non-exclusive	Exclusive
South Concho Park (on S. Concho Dr. at Lake Nasworthy)	Non-exclusive	Exclusive
Spring Creek Park	Non-exclusive	Exclusive
Sulfur Springs Park (W. Washington to S. Madison)	Non-exclusive	Exclusive
Sunken Garden Park (on S. Abe St.)	Non-exclusive	Exclusive
Unidad (College Hills) Park (on College Hills Blvd.)	Non-exclusive	Exclusive
Webster Park (on Webster St.)	Non-exclusive	Exclusive
Recreation Facilities, as listed:		
Carl Ray Johnson Recreation Center (on N. Farr St.)	Non-exclusive	Exclusive
Municipal Pool (on E. Ave. A)	Exclusive	Exclusive
Nature Center (on Knickerbocker Rd.)	Non-exclusive	Exclusive
Santa Fe Crossing Center (on S. Chadbourne)	Non-exclusive	Exclusive
Southside Recreation Center (on Ben Ficklin Rd.)	Non-exclusive	Exclusive
Station 618 Center (on S. Chadbourne)	Non-exclusive	Exclusive
Sports Facilities, as listed:		
29th St. Sports Complex (on Riverside Dr.)	Non-exclusive	Exclusive
Ben Ficklin Field and Park (on Ben Ficklin Rd.)	Non-exclusive	Exclusive
Northern Little League Sports Complex (on Junius St.)	Non-exclusive	Exclusive
San Angelo Soccer Assn. Soccer Complex (on Glenna Rd.)	Non-exclusive	Exclusive
Texas Bank Sports Complex (sales by other food and beverage vendors are prohibited in the entire 80 acres of the complex, including the parking lots and Rio Concho Dr.)	Exclusive	Exclusive
Western Little League Sports Complex (on Stewart)	Non-exclusive	Exclusive

Exhibit “B” -- Menu

Food and Non-Alcoholic Beverage Price List

Medium Fountain Drink	2.50
Large Fountain Drink	3.50
Nachos	4.50
Chili Cheese Nachos	5.50
Frito Pie	4.50
Hot dog	2.75
Hot dog w/chili & Cheese	3.75
French Fries	3.50
French Fries with chili & cheese	5.50
Hamburger	5.00
Cheeseburger	5.50
Sausage Wrap	5.50
Chips	1.50
Candy	2.25
Pickle	1.50
Popcorn	6.00 (8oz)

Alcoholic Beverage Price List

Bar Drink	\$ 4.75
Premium	\$ 6.25
Top Shelf	\$ 7.50
Cocktails (Hurricane, Blue Hawaiian, etc.)	\$ 7.00
Glass Wine	\$ 5.00
Domestic Beer	\$ 5.75
Specialty Beer	\$ 6.25
Champagne	Market price
Bottle wine	Market price
120 x 12oz domestic beer served complimentary to guests	\$260.00

~~Please be aware these prices include 8.25% sales tax.~~

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Regular Item

Caption:

Consider authorizing the City Manager to negotiate and execute an agreement between the City of San Angelo and Nasworthy Lake Tours, LLC, to operate an excursion paddle wheel steamboat and non-motorized water craft rental concession at Spring Creek Park at Lake Nasworthy - (Presentation by Parks & Recreation Director Carl White)

Summary/History:

Staff recommends approval of authorizing the City Manager to negotiate and approve an agreement to operate an excursion steamboat and non-motorized water craft rental concession at Spring Creek Park at Lake Nasworthy.

On July 15, 2014, City Council adopted a Resolution approving an agreement between the City and Lake Nasworthy Tours, LLC., to operate the "Tule Princess" steamboat concession. This concession is currently in operation.

On February, 2016, Mr. Mack Fox, licensee, submitted a proposal to amend the agreement to relocate the operation to Spring Creek Park.

Staff is proposing a new license agreement instead of an amendment of the existing agreement with the following terms:

- * 5-year lease
- * annual fixed payment:
 - \$500.00
 - \$750.00
 - \$1,000.00
 - \$1,250.00
 - \$1,500.00
- * annual percentage payment of gross receipts of 6%. There is also a clause in the agreement for a pro-rated fee based on the inability to operate due to low lake water levels.
- * 90-day termination notice

The agreement also includes the following:

- * placement of a ticket booth/operations building roughly 10' x 20'
- * placement of signs
- * placement of a suitable dock
- * installation of a short fence along the water's edge to control access to the dock and boat
- * concession worker passes to access the park without an entrance fee to work the concession only
- * authorizes rental of paddle boards, kayaks, canoes and other small non-motorized water craft.

Financial Impact:

The City incurs no expense with this proposal. A flat and percentage based fee would be paid to the City annually.

Other Information/Recommendation:

The Parks and Recreation Advisory Board recommended approval of the proposal at the March 24, 2016 meeting.

Attachments:

- | | | |
|----|--|--|
| 1. | Letter of Proposal from Mr. Fox | Proposal to move to Spring Creek Park.pdf |
| 2. | Proposed License Agreement Lake Nasworthy
Tours | 16-337_PR_ORIGINAL PADDLE WHEEL STEAMBOAT
FINAL.pdf |
| 3. | Presentation Lake Nasworthy Tours Agreement | Lake Nasworthy Tours Concession Agreement.pptx |

Presentation:

Powerpoint

Approvals/Reviews:

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



02.29.2016

Mr. Carl White
Parks & Recreation Dir.
City of San Angelo
702 S. Chadbourne St.
San Angelo, Tx. 76901

Dear Carl,

As you are aware, the TULE PRINCESS and her dock suffered significant damage from the 50+mph wind storm that passed through San Angelo on February 1st, 2016. Considering this is the second major wind event in under a year of operation on Lake Nasworthy which has caused damage to our two previous docks and now damage to our vessel, we must accept that our current location is far too exposed to high winds and destructive waves to remain where we are. We must find an alternate location which could provide adequate shelter in order to continue our operations.

Therefore, we would like to formally request an addendum to our current lease agreement with COSATX be drawn up allowing us to move our operations to a trapezoid shaped parcel (measuring 17' on the South x 70' on the West x 65' on the North x 120' on the East) just south of the fenced recreation area on the point where Spring Creek meets Middle Concho. (see Exhibit A Site Photo)

We also request to be allowed to have installed at the site a 10'x16' Ticket Booth, with electrical service installed by Concho Valley Electric Co-op on a new service pole installed, at our expense, no less than 8' from the roadway. We request to be allowed four (4) parking spots for vehicles on site.

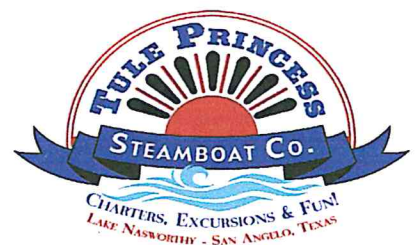
At present there are two floating docks on the shoreline adjacent to the requested site. We request to have "exclusive access" to the existing downstream (Northern) metal boarding ramp, to which we will install to the ramp our existing L-shaped dock configuration. (see Exhibit A Site Photo) The City's floating dock to be returned to or recovered by the Lake Superintendent. We would like to move our current safety fence from our existing site and have it installed at the new location to limit unauthorized access to the dock.

Tule Princess Steamboat Co.

Tel
325-895-0349

629 E 45th Street
San Angelo, Tx
76903

www.tuleprincess.com
tuleprincesssteamboat@hotmail.com



As regards the remaining upstream (Southern) floating dock, we propose to have it remain as is for public access of boaters. However, we would like to request a proviso be inserted in this same addendum for TULE PRINCESS STEAMBOAT Co. to have "limited-exclusive access" for future special event use (i.e. – a steamboat rally/meet) or docking of a support vessel at this upstream dock.

We are aware this requested move will require our patrons to pay the Spring Creek Park entrance fees on weekends from Spring Break to Labor Day Weekend. We will mitigate that impact to our patrons at our end. However, we would like to request the gate fee be waived for our employee's vehicles displaying a TULE PRINCESS STEAMBOAT Co. placard on their dashboard/or window.

As regards signage, we would like to attempt a cooperative agreement with the new ownership/management of Spring Creek RV & Marina to have our signage installed on their signage's existing frame structures and poles (1. At intersection of Fisherman's Rd at Knickerbocker Rd, 2. On roadside pole on Fisherman's Rd and 3. At the split Spring Creek Dr. and Fisherman's Rd.). If a joint signage agreement cannot be reached, we request to be allowed to install three (3) similar sign configurations of similar size and style as SCRVM to keep a tasteful and coordinated look on route to our site. All other signage, on site, would be as we currently have at our existing site; with the exception of a "hand painted" company logo to be painted on the side of our Ticket Booth building.

We are aware of the annual existing "special events" already well established at Spring Creek Park and are confident this site request is sensitive to and accommodating of those events.

We gladly agree to accept the restricted access those events would bring to the park and to our business. We also agree to allow City/Lake Operations personnel & Special Event personnel to transit access across our business site for the Drag Boat Weekend.

To help facilitate your consideration of our request, we have previously discussed this potential site relocation with the follow individuals and their organizations:

- Jenni Campbell (Lucas Oil Drag Boat Race Coordinator & COSATX Visitor's Cntr)
- Alton Cantrell – Concho Valley Electric Co-op (New Installation Engineer)

We are available to meet with you or any others with COSATX necessary to facilitate us finding a new site to operate from. We are busily working to repair our dock and our vessel so we can open our second season. In addition, we are making contingency plans for the protection of TULE PRINCESS in anticipation of the Spring storm that are surely coming. However, we hope COSATX will see fit to expedite our request so we might get relocated and operating as soon as possible.

With much appreciation for all your time and consideration,



Mack H Fox
TULE PRINCESS STEAMBOAT Co.

Google Maps

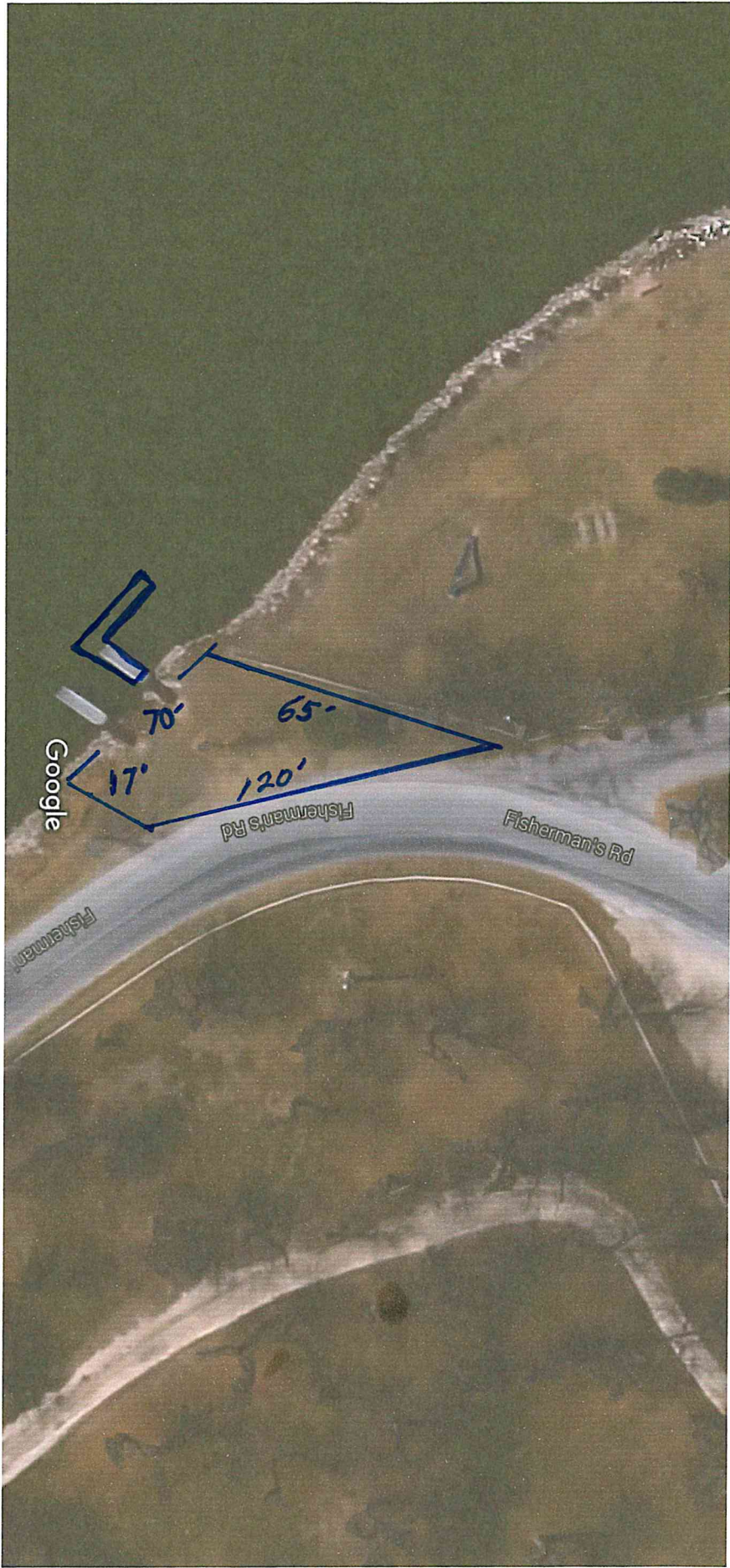


Exhibit A - Site Photo

Google Maps

LAKE NASWORTHY
BOAT CONCESSION AND LICENSE AGREEMENT

This Paddle wheel Boat Concession and License Agreement (hereinafter "Agreement") effective

the _____ day of _____, 2016, is entered into by and between the CITY OF SAN ANGELO, TEXAS, a Texas home-rule municipal corporation, acting by and through its duly authorized representative, hereinafter called "City," or "Licensor", and Nasworthy Lake Tours, LLC, d/b/a Tule Princess Steamboat Company, hereinafter called "Concessionaire." or "Licensee".

1. Grant of Privilege and Description of Premises. The City hereby grants to Concessionaire a license and privilege to operate an excursion paddle wheel steamboat tour and private charter operation and concession, to include one excursion paddle wheel steamboat, one support "chase boat," rentals for canoes, kayaks, paddle boards and other "non-motorized" watercraft" (hereinafter "Concession") on Lake Nasworthy, San Angelo, Tom Green County, Texas. The Concession shall be located at Spring Creek Park, San Angelo, Tom Green County, Texas, as more particularly described on **Exhibit "B"** attached hereto and made a part hereof for all purposes (hereinafter referred to as "Concession Area" or "Premises"). The Concession Premises shall include a landing dock to be acquired, installed and maintained by the Concessionaire and a 10' x 20' ticket booth, all as more particularly described on **Exhibit "C"**, attached hereto and made a part hereof for all purposes, subject to terms herein provided. This license and privilege to operate the Concession is limited by the specific exclusion of the sale or dispensing of any alcoholic beverage. Concessionaire may permit patrons to bring alcoholic beverages on the Premises and on board for private charters only. The parties hereto mutually agree that the sale or dispensing of any alcoholic beverage by the Concessionaire will be deemed to be a breach of this Agreement.
2. Hours of Operation. Concessionaire's paddle wheel boat operation shall be open to the public on regular days and during regular hours that it deems prudent, and in compliance with the terms and conditions of this Agreement.
3. Term.
 - (a) This Agreement is for a period of five (5) years commencing on the ____ day of _____, 2016, and ending on the ____ day of _____, 2021, unless sooner terminated by mutual agreement of the parties or as otherwise provided herein. This Agreement is subject to annual review by the City for Licensee's compliance with its terms and conditions, and may be terminated for cause as provided for herein.
 - (b) This Agreement may be terminated without cause by City on ninety (90) days advance written notice of termination given to Licensee. This agreement may be terminated by Licensee without cause, upon ninety (90) days advance written notice of termination given to City. The annual Fixed Base Payment shall be prorated to the

effective date of termination, at which time Annual Fixed Base Payments shall no longer accrue.

(c) In the event this agreement is terminated by the City without cause, in accordance with Section 3(b), for reasons of the sale or subletting of the Concession Site to a third party, the City agrees to make a good faith effort to allow the Concessionaire to relocate to another mutually agreed upon location of City property to continue operation of the paddle steamboat concession on Lake Nasworthy in accordance with the full terms of this existing Lease Agreement.

4. Consideration.

For the privileges contained herein, Concessionaire agrees to make the following payments to the City:

A. Fixed Base Payment. (i) On or before the _____ day of _____ of each year of the term of this Agreement or any extension thereof, Concessionaire will pay the Fixed Base Payment as indicated below:

<u>Year</u>	<u>Annual Base Payment</u>
2016/2017	\$500.00
2017/2018	\$750.00
2018/2019	\$1,000.00
2019/2020	\$1,250.00
2020/2021	\$1,500.00

(ii) City shall grant Licensee a prorated credit against the “Fixed Base Payment” calculated as a percentage of base rent paid for any particular year, to be calculated as follows on _____ of the end of any year in which there are days the level of Lake Nasworthy at the inlet dropped below elevation 1,866.5 feet, as determined by City: $\text{Annual Fixed Base Payment} \times [\text{number of days inlet water elevation was below } 1,866.5 \div 365] = \text{credit amount.}$ ”

B. Additional Payment, Percentage of Gross Receipts. Commencing on or before the _____ day of _____, 2016 and the _____ day of _____ of each year of the term of this Agreement or any extension thereof, or upon the termination of this Agreement, in addition to the Fixed Base Payment, an additional payment in the sum of SIX PERCENT (6.0%) of the Gross Receipts of the Concession for the period commencing from the effective date of this Agreement or from the due date for the last additional payment of the percentage of gross receipts to the due date for the current additional payment of the percentage of gross receipts. “Gross Receipts” of the Concession shall be equal to the entire amount of the gross sales price net of sales taxes for cash, check, or credit received from the sale, lease, barter, or otherwise of all goods, wares, merchandise, and services provided or performed at, in, on or from the “Concession Area”, including but not limited to the waters of Lake Nasworthy, Tom Green County, Texas. Contemporaneously with the payments due under this

subparagraph, Concessionaire shall provide to City a statement and supporting records of accounting that itemize Gross Receipts for the applicable period and setting forth a summary of the figures and calculations made by Concessionaire in arriving at the sum of the additional payment due.

- C. Place of Payment. All payments to City shall be made at: City of San Angelo Parks & Recreation Department, 702 S Chadbourne St, San Angelo, TX 76903, or at such other place as City may from time to time designate by written notice to Concessionaire.
- D. Records/Audits. Concessionaire shall keep regular records accounting for and detailing all of Concessionaire's income, receipts and expenditures relating to operation of the Concession. Concessionaire's records shall include sales reports, sales tax records, records of all receipts, purchase invoices and inventory records. The City shall have access to all of said records as necessary or convenient for audit by the City, upon reasonable request. City may from time to time, but not more than once each calendar year, upon at least ten (10) days written notice to Concessionaire, cause a complete audit or examination to be made of Concessionaire's records, or agent or contractor for Concessionaire, for all or any part of the term of this Agreement and any extension thereof. During such audit, City or its authorized representative shall have full and free access to Concessionaire's records and the right to require that Concessionaire, its agents and employees furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. If such audit or examination discloses that any of Concessionaire's statements of Gross Receipts understates Gross Receipts by five percent (5%) or more, or if Concessionaire shall have failed to furnish City any annual Gross Receipts statement when due or shall have failed to prepare and maintain Concessionaire's records as required herein, Concessionaire shall pay City the costs of such audit or examination, and any deficiency in the additional payment of the percentage of gross receipts. The City's right to audit as set forth herein shall survive the expiration or termination of this Agreement for a period of one year.
- E. Delinquent Payments. For any payments not made on or before the 10th day after the payment becomes due, Concessionaire agrees to pay a late fee as allowed by Appendix A, Article 6 of the City of San Angelo Code of Ordinances.
- F. Concessionaire Improvements. Concessionaire agrees to make the following improvements:
 - i. Concessionaire will purchase and install at the concession Premises a suitable dock of professional quality and construction as reasonably necessary for the safe loading and unloading of passengers and crew as provided at Part 5. C below. The installation of the landing dock will be executed in two primary phases as described on Exhibit "C", attached hereto and made a part hereof for all purposes.

- ii. Concessionaire shall purchase and install a 20'x10' Ticket Booth, or with a footprint best suitable for the site not to exceed 224 sq. ft., at a pre-determined location on the leased property. The site for the installation of the ticket booth will be agreed upon and approved by the Director of Parks and Recreation for the duration of this License Agreement.
 - iii. Concessionaire will be allowed to install Concession signage relating to the Name of the Business, Hours of Operation, Ticket prices and any other relevant information to the Concession on the outside of the ticket booth as needed, with the understanding that any and all signage is removable at the time of termination of this License Agreement.
5. Special Conditions. Concessionaire agrees to the following conditions and agrees it will abide by the same during the term of this Agreement:
- A. Maintenance. All equipment and facilities under the exclusive use of Concessionaire, including boats, dock, building and equipment shall be continuously maintained at Concessionaire's sole expense in good, safe, operating, serviceable and clean and attractive condition, inside and out free from discoverable defects. Concession related facilities and areas shared with other licensed concessionaires shall be continuously maintained in good, safe, operating, serviceable, clean and attractive condition at Concessionaires' sole expense.
 - B. Sanitation. Concessionaire shall keep the Concession Area and Premises in a safe, clean and orderly condition at all times and in compliance with all applicable federal, state and local laws and regulations. Concessionaire shall clean the Concession Area and Premises after each day's operation, and remove or have removed all refuse daily via a commercial waste removal service or by the Concessionaire. Concessionaire shall first secure the permission of City for locating the placement of any commercial waste receptacle on the Premises.
 - C. Improvements, Landing Dock, and Equipment. Concessionaire shall furnish, install, and maintain at its own expense, improvements and equipment relating to operation of the Concession at the Concession Area and Premises. Concessionaire shall acquire a suitable landing dock as described on **Exhibit "C"**, suitable for public access to the paddle wheel steamboat. Before commencing operation, Concessionaire shall install the landing dock on the waters of Lake Nasworthy at Spring Creek, at a specific location to be approved in writing by the Director of Parks & Recreation. Concessionaire shall secure written approval from the City of plans, specifications and location of any improvement, construction or installation of equipment before improvement, construction or

installation is commenced. Portable equipment, supplies and materials shall remain the property of the Concessionaire, subject to applicable taxation. Improvements and equipment, such as but not limited to, piers, docks and buildings, that are permanently attached to the premises so that they may not be removed without damage, shall become the property of the City upon installation, shall not be taxable as to the Concessionaire, and shall not be removed by the Concessionaire upon expiration or termination of this Agreement. Concessionaire shall be responsible for the continuous maintenance of any such permanent improvement during the term of this Agreement.

- D. Signs. Concessionaire may post in a conspicuous place on the Premises signs relating to its ticket prices and other charges. No other advertising signs are permitted at the concession site without the prior written consent of the City. All signs must comply with City sign ordinances.
- E. Service. Concessionaire shall furnish good, prompt and efficient service on a fair and reasonable basis. Concessionaire shall maintain competent and sufficient personnel, neatly clothed, on duty during all hours of operation as reasonably necessary to accommodate the public. The City reserves the right to require all personnel to be identified by a conspicuous badge or other marking on clothing while on the Premises or while on duty.
- F. Restrictions and Laws. The City may prohibit concession activities and may require the removal of boats from the Concession Area at certain times or in certain areas due to events then occurring or about to occur in the vicinity of the Concession Area. The City shall not unreasonably impose such restrictions. The City's decision to impose any such restriction or the timing and duration of such, shall be in the sole discretion of the City. The Concessionaire shall comply with all such restrictions, applicable rules, regulations and laws of the United States, the State of Texas, and the City, and shall use the premises for no unlawful purposes whatsoever.
- G. Entrance Fees. The Concessionaire's patrons shall be subject to payment of applicable entrance fees. Concessionaire shall ensure that patron parking and boarding do not unreasonably interfere with public use of roads or parking areas, or public access to park grounds. Concessionaire will be provided with special passes from the Parks and Recreation Director that must be displayed on the driver's side of the interior window shield and which will allow for access to Spring Creek Park for operation of the concession only.
- F. Delivery of Supplies. Concessionaire shall arrange for the delivery of supplies used by it at the Concession Area at times and in a manner so that such deliveries do not create congestion or an undue interference with the regular operation and maintenance of the area or the business of other licensees and Concessionaires.

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

- A. Indemnification and Insurance. Concessionaire agrees to the indemnification and insurance provisions specified on **Exhibit "A"** which is attached hereto and incorporated herein as part of this Agreement.
- B. (1) Reversion of Unused Area. In the event that Concessionaire shall fail to utilize all or any part of the concession Premises on a regular basis for a continuous period of six (6) months or more, said part, which could include all of the Concession Premises, shall be deemed to have been abandoned by the Concessionaire, and the possession and use thereof shall revert to the City, whereupon Concessionaire shall be deemed to have relinquished all right to possession or use of that part or all of the Concession Premises.

(2) City shall provide Licensee with a written notice of reversion in the event that Concessionaire shall fail to utilize all or any part of the Concession Premises on a regular basis for a continuous period of six (6) months or more. The written notice of reversion shall describe the Premises or the portion of the Premises that is the subject of the reversion and the effective date of reversion. Should the entire Premises revert as herein provided, this License Agreement shall be deemed terminated on the effective date of reversion set forth in the written notice.
- C. Default and Termination. If Concessionaire shall default in performance of any of the covenants and conditions required herein to be kept and performed by Concessionaire, and such default continues for a period of ten (10) days after written notice describing the default is delivered to Concessionaire, City shall have the right to terminate this Agreement upon thirty (30) days written notice of termination. Any termination of this Agreement arising from Concessionaire's default shall not relieve Concessionaire from the payment of any sum or sums that are due and payable to City under this Agreement, or any claim for damages then or thereafter accruing against Concessionaire under this Agreement. Any such termination shall not prevent City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law or from recovering damages from Concessionaire for any default under this Agreement.
- D. Waiver of Default. The acceptance of monies due the City for any period or periods after a default of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of the default by the City. No waiver of default by the City of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the Concessionaire shall be construed to be a waiver or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Concessionaire
- E. Cumulative Rights. All rights, options, and remedies of City contained in this Agreement or otherwise shall be construed and held to be cumulative, and no one of

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

- F. Surrender of Premises. Within thirty (30) days of the effective date of termination of this Agreement, Concessionaire shall surrender possession of the Concession Area and Premises, and all equipment and improvements made or furnished by the City. Concessionaire hereby authorizes City, in its sole discretion, to cause the removal of Concessionaire's personal property left on the Premises at Concessionaire's expense. All improvements and equipment installed by Concessionaire and all additional items of personal property remaining in or on the premises after the expiration of thirty (30) days following the expiration or termination of this Agreement shall be deemed abandoned by Concessionaire and shall automatically become the property of City.
- G. Delivery of Premises. Upon termination of this Agreement, Concessionaire shall peacefully deliver the use and possession of the premises in good order, condition and repair, reasonable wear and tear excepted.
- H. Relationship of Parties. It is understood and agreed that nothing herein contained shall be construed as creating or establishing a relationship of agency, partnership or joint venture between the parties hereto, or as appointing or designating the Concessionaire as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Concessionaire is to be and shall remain at all times with respect to this Agreement an independent contractor.
- I. No Waiver. Failure of City to insist in any instance upon a strict performance by Concessionaire of any of the provisions, conditions or terms of this Agreement shall not be considered as a waiver or relinquishment thereof for the future. No waiver by Lessor of any of the provisions, conditions or terms of this Agreement shall be deemed to have been made in any instance unless expressed in the form of a resolution by the City Council.
- J. Invalid or Illegal Provision. If any one or more provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the Agreement, which will be construed as if it had not included the invalid, illegal or unenforceable provision.

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

L. Notices. Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if it is in writing and personally delivered, or sent by personal delivery service or deposited in the United States Mail, postage prepaid, registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served three days after the date said notice is postmarked to the addressee, postage prepaid. Until changed by written notice given by one party to the other, the addresses of the parties shall be as follows:

City: City of San Angelo
Attn: Director of Parks & Recreation
72 W. College
San Angelo, TX 76903

Concessionaire: Mack H Fox, d/b/a Nasworthy Lake Tours, LLC
629 E 45th Street
San Angelo, Texas 76903

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

N. No Assignment. This Agreement shall not be assigned or sublet without prior written approval of the City; which approval shall not be unreasonably withheld or delayed.

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

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

(Signature page to follow)

Executed in duplicate originals on this the _____ day of _____, 2014

LICENSOR: CITY OF SAN ANGELO

ATTEST:

By: _____
Daniel Valenzuela, City Manager

By: _____
Bryan Kendrick, City Clerk

LICENSEE: NASWORTHY LAKE
TOURS, LLC,

By: _____
Mack H. Fox, Managing Member

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

BY: _____
Theresa James, City Attorney

By: _____
Carl White, Parks & Recreation Director

LAKE NASWORTHY
BOAT CONCESSION AND LICENSE AGREEMENT

Exhibit “A”

1. Indemnification.

- 1.1 General Indemnification. Contractor agrees to indemnify, defend, and hold City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys’ fees and expenses asserted by any person or persons, including agents or employees of Contractor or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of Contractor, its agents or employees, or the joint negligence of Contractor and any other entity, as a consequence of its execution or performance of this Contract or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Contractor hereunder. This indemnification shall survive the term of this Contract as long as any liability could be asserted. Nothing herein shall require Contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party’s own gross negligence or willful misconduct.
- 1.2 Environmental Indemnification. Contractor agrees to indemnify, defend and hold City and its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys’ fees and expenses asserted by local, state or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Contractor’s handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Contractor’s direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Contractor specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Contractor regardless of when such incident is discovered. Contractor shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Contractor regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.
- 1.3 Prospective Application. Any and all indemnity provided for in this Contract shall survive the expiration of this Contract and the discharge of all other

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

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

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

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

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

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

2.1.5 Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or

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

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

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

2.2.1 Commercial General Liability. This policy shall be a comprehensive occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, 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:

\$ 2,000,000	General Aggregate
\$ 500,000	Products- Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage (any one fire)

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

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

\$ 1,000,000 Combined Single Limit or Separate

Limits in the amount of

\$ 250,000.00 Per person

\$ 500,000.00 Per Occurrence

\$ 100,000.00 Property Damage

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

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

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

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

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

this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired.

\$2,000,000

Combined Single Limits

“CITY” can also be known as “Lessor”

“CONTRACTOR” can also be known as “Concessionaire”

“CONTRACT” can also be known as “Agreement” or “Contract”

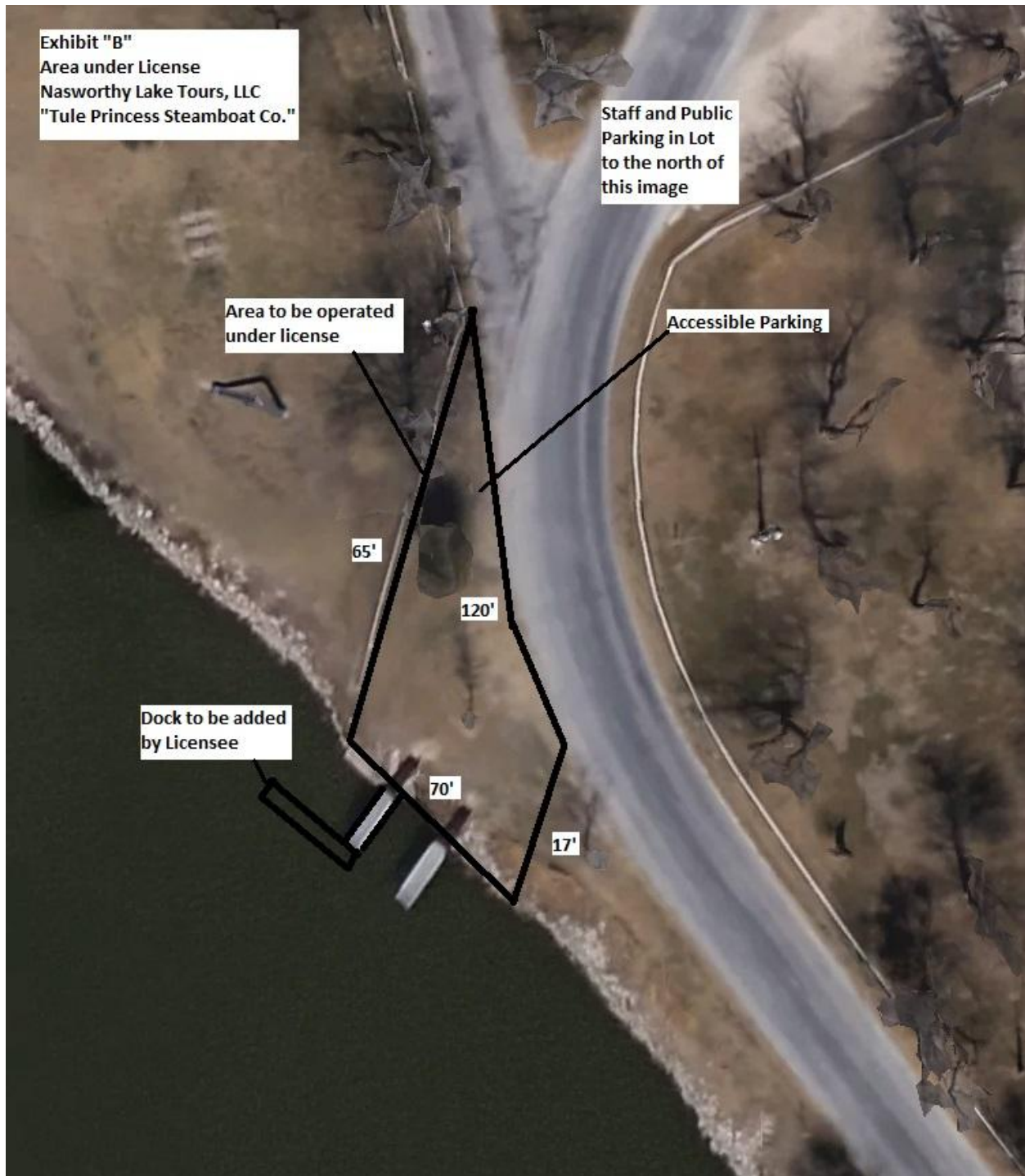
“PREMISES” can also be known as “Contracted Premises”, “Concession Area”, or “Premises”

Concessionaire

City

LAKE NASWORTHY
BOAT CONCESSION AND LICENSE AGREEMENT

EXHIBIT "B"



NASWORTHY LAKE TOURS, LLC
BOAT CONCESSION AND LICENSE AGREEMENT
EXHIBIT “C”

Passenger Loading/Unloading Dock

The Concessionaire agrees to install an “L” shaped rigid steel dock, extending out from the site’s existing Northernmost grated loading ramp. The Concessionaire’s ramp section will attach to and extend out from the existing ramp no more than 26 ft. and not less than 22 ft. The dock’s frontage area will turn 90 degrees to the right (north) and extend no more than 32 ft. or not less than 22 ft. parallel to the shoreline.

The Loading & Unloading ramp and dock access area will be secured with a lockable chain link gate and a 3 ft. tall chain link safety fence. This fence will serve to protect patrons from accidental falls in to the water and to secure the dock area from unauthorized use during non-business hours.

Shared use of “Public Access” Dock (Southernmost floating dock)

The Concessionaire agrees to continue allowing “open access” to the existing, southernmost, Public floating dock which will be adjacent to the perimeter of the Concessionaire’s Leased property. The Concessionaire will, however, have “limited” exclusive access to and use of this dock for “special events” or for support vessels necessary for the operation of the Concessionaire’s primary vessel with 10 days written notice submitted to and approval of the Parks & Recreation Director.

Concessionaire Ticket Booth

The Concessionaire agrees to have built and installed on site a portable building here to referred to as a “Ticket Booth” for conducting the business of ticket sales, rentals, merchandise and other concessions (including, but not limited to snacks, snow cones, frozen treats and other packaged “non-alcoholic” beverages. This Ticket Booth will also be used for the storage of spare parts, materials and supplies for the operation of the concessionaire’s vessel(s).

The Concessionaire’s Ticket Booth will have an approximate foot print of 10 ft x 20ft or a foot print best suitable for the site not to exceed 224 sq. ft. Electrical service to this portable structure will be via the installation of a power pole installed by Concho Valley Electric Cooperative, Inc.

The Concessionaire will be allowed two (2) side-by-side parking spaces adjacent to & north of the Ticket Booth and two (2) additional tandem parking spaces at the northern most perimeter of the Concessionaire’s Leased property. Employees of the Concessionaire, who display a TULE PRINCESS STEAMBOAT CO. CREW MEMBER placard on the dashboard of their vehicles will be allowed to waive Spring Creek Park - Vehicle Entrance Fees.

The Concessionaire agrees to keep clear and accessible the gated access on the north side of the lease property for Lake Maintenance vehicles and “special event” vehicles as needed by the Parks & Recreation Department.



City Council

June 7, 2016



Steamboat Concession Agreement

- Consider adopting a resolution authorizing the City Manager to approve an agreement between the City of San Angelo and Nasworthy Lake Tours, LLC, to operate an excursion paddle wheel steamboat and non-motorized water craft rental concession at Spring Creek Park at Lake Nasworthy - (Presentation by Parks & Recreation Director Carl White)



Steamboat Concession Agreement

- Review location and concession operation
- Hear request and proposal from proponent
- Discuss the proposed license agreement & terms



Steamboat Concession Agreement

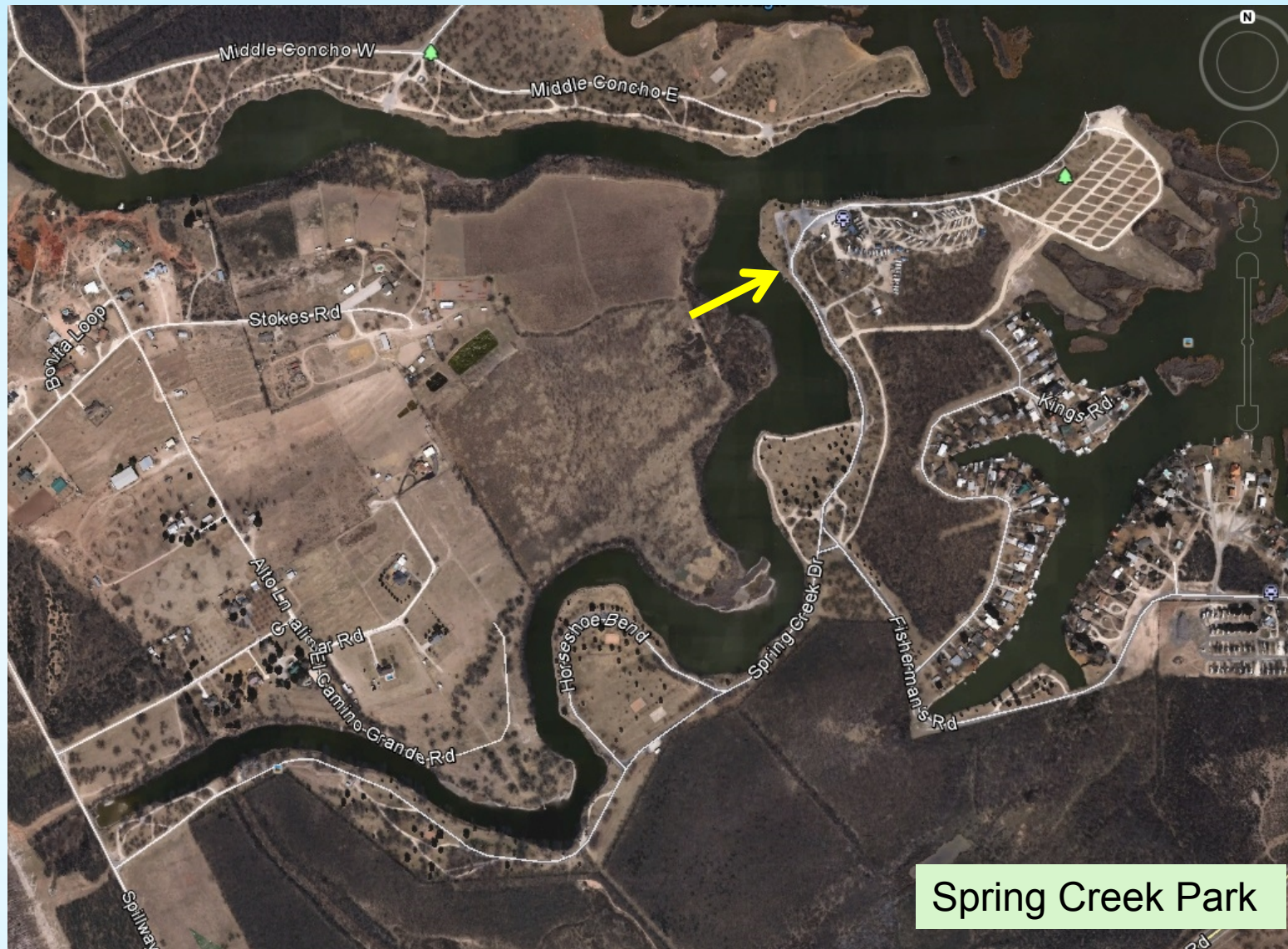


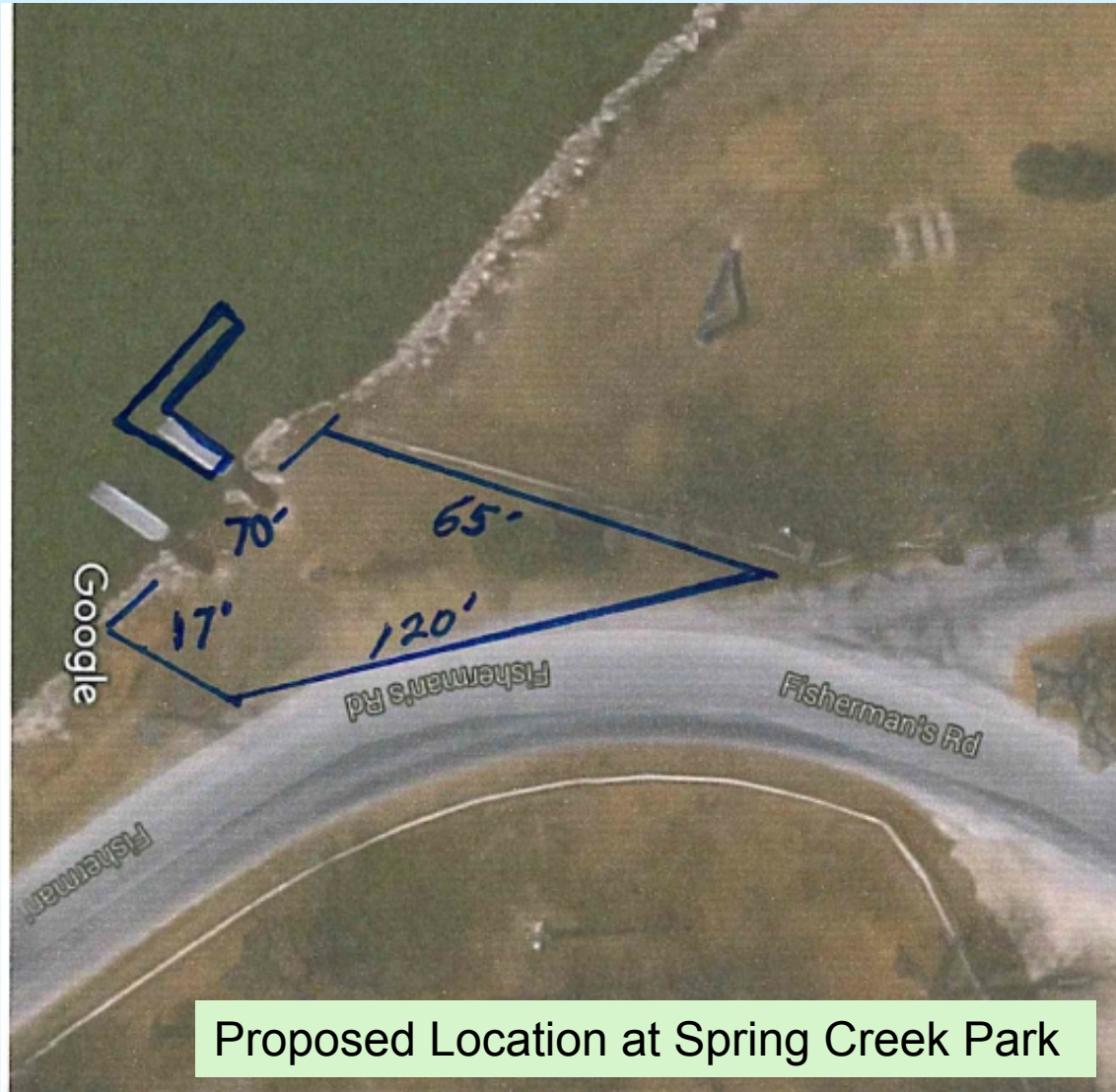












Proposed Location at Spring Creek Park







Proposed Location at Spring Creek Park





Proposed Location at Spring Creek Park



Steamboat Concession Agreement

- July 14, 2014, City Council adopted a Resolution approving the existing concession agreement.
- February 29, 2016, Mr. Fox, licensee, submitted a proposal to relocate to Spring Creek Park.
- March 24, 2016, Parks & Recreation Advisory Board recommended approval of the proposal



Steamboat Concession Agreement

- Basic Terms:
 - 5-year lease
 - Annual fixed payment
 - Annual percentage payment



Steamboat Concession Agreement

- The proposed agreement also allows/includes:
 - Placement of a ticket booth/operations building.
 - Placement of signs.
 - Installation of a dock and fence.
 - Provides access passes to authorized concession workers.
 - Authorizes rental of small non-motorized water craft.



Steamboat Concession Basic Ops

- Private charters any day, 10 am – 11 pm
- Excursion tours & rentals:
 - March 1 – 2nd week of December
 - Saturdays 11 am – 6 pm (last run)
 - Sundays Noon – 5 pm (last run)
 - Thursdays & Fridays 11 am – 6 pm (June & July)



Steamboat Concession Basic Ops

- Subject to change & weather conditions
- Closed for excursions – January & February for repairs & annual maintenance
- ~ 50-55 minute tours
- 20 passengers, 4 crew, 1 staffer on shore
- Historical and ecological tour narratives
- Special event private charter cruises (dinners, anniversaries, group outings, etc.)



Steamboat Concession Basic Ops

- Sale of assorted “non-alcoholic” beverages & snack concessions
- Sale of miscellaneous personal wear & souvenirs
- “non-motorized” water craft rentals: canoes, kayaks, paddle boards, etc.





City Council

June 7, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Miller, Solid Waste Contract Manager, Solid Waste, (325) 486-3798

Meeting Date: June 7, 2016

Item type: Regular Item

Caption:

Consider the following items related to the Solid Waste Contract:

Approval of an amendment to contract section 8 titled "Duties of Provider" with Republic Services of Texas, LTD., providing monthly bulk pick-up and every other week collection of recyclables

First public hearing and consideration of an ordinance amending Section A8.017 "Charge for Collection of Garbage and Trash" - (Presentation by Operations Director Shane Kelton)

Summary/History:

The current waste collection contract with Republic Services went into effect on August 1, 2014. The contract provides for once a week collection of trash and once a week collection of recyclables, and quarterly collection of bulk items. In order to address the requests of citizens for more service options to dispose of yard waste and other bulk items, the contract and related ordinance will need to be amended. The proposed amendment to the contract will reduce the collection of recyclables from once a week to every other week in exchange for an increased collection of bulk items from once a quarter to once a month. The proposed changes are a result of an online survey and feedback staff has received from citizens over the last several months. The proposed changes in service will not effect the contracted rate for service.

Financial Impact:

The proposed amendment to the waste collection contract will have no financial impact.

Other Information/Recommendation:

Staff recommends approving the proposed amendment to the waste collection contract, in order to address the feedback and demand that has been received from citizens on the level of service they would like to receive.

Attachments:

- | | | |
|----|---|---|
| 1. | Amendment to the Solid Waste Fee Ordinance | 16-xxx Ordinance amending fee for solid waste collection.docx |
| 2. | Amendment to the Solid Waste Collections Contract | 16-xxx Amendment 1 to Solid Waste Collections.docx |
| 3. | Waste Collection Contract Changes Comparison | Waste Collection Contract Changes Comparison.docx |

Presentation:

Director of Operations Shane Kelton

Approvals/Reviews:

Jeremy Miller
Theresa James

Created/Initiated
Approved

Patrick Frerich
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval

**AN ORDINANCE AMENDING APPENDIX A “FEE SCHEDULE”
OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO
TEXAS, BY AMENDING SECTION A8.017 “CHARGE FOR
COLLECTION OF GARBAGE AND TRASH”, PROVIDING FOR
SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Appendix A “Fee Schedule” of the Code of Ordinances is hereby amended by amending Section A8.017 “Charge for Collection of Garbage and Trash” as set out below:

“Sec. A8.017 Charge for collection of garbage and trash

(a) Residential service. It shall be the duty of all residential customers to subscribe to a commercial garbage collection service which is licensed by the city. The city council may authorize an individual to dispose of his own garbage and trash where hardship is shown. The city manager shall cause an investigation to be made of the circumstances surrounding any application for exception and shall report to the city council on the results of his investigation. A list of such exempt persons shall be kept and given to any city garbage company monthly. The city council may revoke said exemption at any time.

Residential Service Charges

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Base rate (1x week trash & 1x <u>every other</u> week recycling)	\$13.47	\$13.86	\$14.26	\$14.68	\$15.10	\$15.54	\$15.99	\$16.45	\$16.93	\$17.42	\$17.93
Bulk collections (<u>12x</u> per year)	\$0.50	\$0.51	\$0.53	\$0.54	\$0.56	\$0.58	\$0.59	\$0.61	\$0.63	\$0.65	\$0.67
Additional cart fee – trash	\$5.00	\$5.15	\$5.29	\$5.45	\$5.61	\$5.77	\$5.94	\$6.11	\$6.28	\$6.47	\$6.65
Additional cart fee – recycling (<u>more than 2</u>)	\$1.25	\$1.29	\$1.32	\$1.36	\$1.40	\$1.44	\$1.48	\$1.53	\$1.57	\$1.62	\$1.66
Replacement cart fee	\$65.00	\$66.89	\$68.82	\$70.82	\$72.87	\$74.99	\$77.16	\$79.40	\$81.70	\$84.07	\$86.51
Cart delivery fee	\$20.00	\$20.58	\$21.18	\$21.79	\$22.42	\$23.07	\$23.74	\$24.43	\$25.14	\$25.87	\$26.62
Out-of-cycle bulk											
Trip charge	\$75.00	\$77.18	\$79.41	\$81.72	\$84.09	\$86.52	\$89.03	\$91.62	\$94.27	\$97.01	\$99.82
Per cubic yard	\$25.00	\$25.73	\$26.47	\$27.24	\$28.03	\$28.84	\$29.68	\$30.54	\$31.42	\$32.34	\$33.27
Charge for recyclables tonnage <500 tons/month for prior year	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

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

SEVERABILITY:

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

4) THAT, this Ordinance shall be effective on, from and after the 1st day of August 2016.

INTRODUCED with public hearing on the 7th day of June, 2016, and finally PASSED, APPROVED and ADOPTED on this the 21st day of June, 2016.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

**AMENDMENT 1 TO THE SPECIAL EXCLUSIVE CONTRACT FOR SOLID WASTE
COLLECTION AND DISPOSAL SERVICES WITH
REPUBLIC WASTE SERVICES**

RECITALS:

WHEREAS, on July 25, 2014 the City of San Angelo (“City”) and Republic Waste Services of Texas, Ltd., a Texas limited partnership (“Provider”) entered into a Special Exclusive Contract for Solid Waste Collection and Disposal Services (the “Agreement”) for the collection and disposal of garbage and trash of residential and commercial customers; and

WHEREAS, under the Agreement the parties may agree to amendments in writing as necessary; and

WHEREAS, the parties have agreed upon an amendment to the duties of the provider under the Agreement to allow for monthly residential Bulk Waste collection services.

NOW, THEREFORE, the parties agree as follows:

PART 1: That Section 8, “DUTIES OF PROVIDER”, A. “Implementation of New Services” is hereby deleted and replaced as follows:

“A. Implementation of New Services

- i. Acceptable Waste. Provider shall provide residential Acceptable Waste Collections once per week for Acceptable Waste and every other week for Recyclables via automated cart collections.
- ii. Recyclables. Provider shall provide collection of Recyclables every other week beginning after the educational period which begins at the time of execution of this contract through the effective date. Provider shall advertise and provide residential customers with collateral materials about the dates of collection and the opportunity to recycle. For Non-Residential customers, Provider shall inform customers of the availability of collection of Recyclables through outreach materials and one-on-one interaction with such customers. All expenses incurred by such processes shall be the responsibility of Provider. Provider shall align with Butts Recycling & SAFE Recycling Center as reasonable and appropriate for the initial execution of the processing of Recyclable commodities. Upon construction of a materials recycling facility (the “MRF”), Provider shall involve Butts Recycling and SAFE Recycling Center, as reasonable and appropriate, in the transition to utilization of the MRF.
- iii. Bulk Waste. Bulk Waste Collections shall be provided once per month with collection occurring on a set schedule for each residential address that occurs on the same day each month (i.e. the third Thursday of each month). Provider shall advertise and provide residential customers with collateral materials about the days of collection and the items that are accepted for Bulk Waste collections. All

expenses incurred by such processes shall be the responsibility of Provider.

- iv. Containers. Provider shall manage the initial delivery of one additional Recyclables cart for each residential address that subscribes to waste collection services. Delivery of additional Recyclables carts shall occur only if requested by a residential customer that subscribes to waste collection services. Residential customers that request delivery of one additional Recyclables cart shall not be charged for delivery provided the request is made within 6 months of the effective date. Provider shall refurbish or replace Non-Residential containers in need of an upgrade or repair, at no extra charge to the customer.

PART 2: This amendment shall be effective as of August 1, 2016.

PART 3: All other terms and conditions of the Agreement shall remain in full force and effect unless amended and changed by further amendment.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT 1 TO THE SPECIAL EXCLUSIVE CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITH REPUBLIC WASTE SERVICES effective August 1, 2016 to be executed by their respective duly authorized officials.

CITY OF SAN ANGELO

**REPUBLIC WASTE SERVICES
OF TEXAS, LTD**

DanielValenzuela, City Manager

Name and Title

ATTEST

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Shane Kelton, Director of Operations

Theresa James, City Attorney

8. **DUTIES OF PROVIDER:** Provider shall maintain the highest industry standard of service for the protection of the health and welfare of the public and in the performance of this Special Contract and agrees that it is obligated to perform all Services under this Special Contract in strict accordance with the terms, conditions and provisions provided herein.

A. Implementation of New Services.

1. Acceptable Waste. ~~Provider shall implement residential Acceptable Waste Collections from twice per week to collection once per week of Acceptable Waste plus once per week Recyclables via automated cart collections within nine (9) months of Effective Date of this Special Contract. However, if necessary equipment is delayed by the manufacturer of such equipment or is not in acceptable operating condition upon delivery, then Provider may request, and City shall grant extensions of three (3) months each to such implementation time should Provider substantiate additional time is necessary, but in no event shall the implementation time extend eighteen (18) months beyond Effective Date.~~

Provider shall provide residential Acceptable Waste Collections once per week for Acceptable Waste and every other week for Recyclables via automated cart collections.

11. Recyclables. ~~Provider shall implement to once per week collection of Acceptable Waste plus once per week collection of Recyclables, which shall occur in phases on a route-by-route basis with a new route added every fourteen (14) days. Provider shall advertise and provide residential customers with collateral materials about the opportunity to recycle. For Non-Residential customers, Provider shall inform customers of the availability of collection of Recyclables through outreach materials and one-on-one interaction with such customers. All expenses incurred by such processes shall be the responsibility of Provider. Provider shall align with~~

~~Butts Recycling & SAFE Recycling Center as reasonable and appropriate for the initial execution of the processing of Recyclable commodities. Upon construction of a materials recycling facility (the "MRF"), Provider shall involve Butts Recycling and SAFE Recycling Center, as reasonable and appropriate, in the transition to utilization of the MRF. Provider shall provide collection of Recyclables every other week beginning after the educational period which begins at the time of execution of this contract through the effective date. Provider shall advertise and provide residential customers with collateral materials about the dates of collection and the opportunity to recycle. For Non-Residential customers, Provider shall inform customers of the availability of collection of Recyclables through outreach materials and one-on-one interaction with such customers. All expenses incurred by such processes shall be the responsibility of Provider. Provider shall align with Butts Recycling & SAFE Recycling Center as reasonable and appropriate for the initial execution of the processing of Recyclable commodities. Upon construction of a materials recycling facility (the "MRF"), Provider shall involve Butts Recycling and SAFE Recycling Center, as reasonable and appropriate, in the transition to utilization of the MRF.~~

111. Bulk Waste. ~~Bulk Waste collections shall be implemented within sixty (60) days of Effective Date.~~ Bulk Waste Collections shall be provided once per month with collection occurring on a set schedule for each residential address that occurs on the same day each month (i.e. the third Thursday of each month). Provider shall advertise and provide residential customers with collateral materials about the days of collection and the items that are accepted for Bulk Waste collections. All expenses incurred by such processes shall be the responsibility of Provider.

lv. Containers. ~~Provider shall manage the initial delivery of Solid Waste and Recyclables carts. Within the first twelve months of Effective Date, Provider shall refurbish or replace Non-Residential containers in need of an upgrade or repair, at no extra charge to the customer. Provider shall manage the initial delivery of one additional Recyclables cart for each residential address that subscribes to waste collection services. Delivery of additional Recyclables carts shall occur only if~~

requested by a residential customer that subscribes to waste collection services. Residential customers that request delivery of one additional Recyclables cart shall not be charged for delivery provided the request is made within 6 months of the effective date. Provider shall refurbish or replace Non-Residential containers in need of an upgrade or repair, at no extra charge to the customer.

PART 2: This amendment shall be effective as of August 1, 2016.

PART 3: All other terms and conditions of the Agreement shall remain in full force and effect unless amended and changed by further amendment.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Morgan Chegwidden, Budget Manager, Budget, 325-653-6291

Meeting Date: June 7, 2016

Item type: Regular Item

Caption:

First public hearing and introduction of an ordinance amending the 2015-2016 budget for capital projects and donations. (Presentation by Budget Manager Morgan Chegwidden)

Summary/History:

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

- Sales tax deficit – equipment replacement fund – fund balance;
- Sales tax deficit – intergovernmental fund – fund balance;
- Fire station alerting system;
- Information Technology core switches;
- Auditorium renovation and expansion;
- Street reconstruction;
- Donations for athletics;
- Donations for spay/neuter; and
- Animal Services spay/neuter program.

Financial Impact:

Increased expenditures of \$14,394,277.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|---|---|
| 1. Exhibit A | a.pdf |
| 2. Ordinance | ord.pdf |
| 3. Additional Informaiton | addl.pdf |
| 4. Memo - Sales Tax - Equipment Replacement | A 101 BA Memo sales tax deficit equip repl.doc |
| 5. Memo - Sales Tax - Intergovernmental | B 101 BA Memo sales tax deficit intergovernmental.doc |
| 6. Memo - Zetron | C 101, 105 BA Zetron.doc |
| 7. Memo - Communications | D 305 comm BA.doc |
| 8. Memo - Auditorium | E 502-6602 BA Memo Auditorium.doc |
| 9. Memo - Street Reconstruction | F 519 BA Memo Street Reconstruction.doc |
| 10. Memo - Recreation | G 601-6100 Recreation - Donations for Athletics.doc |
| 11. Memo - Animal Donation | H 601-7805 Animal Donation.doc |
| 12. Memo - Animal Services Vet | I 101 BA Memo Animal Svcs Vet.doc |
| 13. Presentation | 6-7-16 FIN Budget Amendment.pptx |

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwiddden
Theresa James
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

City of San Angelo
Proposed Budget Amendment
Exhibit A

Fund	Description	Total Revenue Amendment	Total Expense Amendment	Net Benefit/ (Cost)
101	General	29,829	29,829	-
103	Intergovernmental	-	280,000	(280,000)
105	Debt Service	(200,000)	-	(200,000)
305	Communications	-	80,000	(80,000)
501	Equipment Replacement	(77,000)	-	(77,000)
502	General Capital	1,000,000	1,000,000	-
519	2016 Certificate of Obligation	13,000,000	13,000,000	-
601	Citizen Contributions	4,448	4,448	-
	Total	13,757,277	14,394,277	(637,000)

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2015, AND ENDING SEPTEMBER 30, 2016, FOR CAPITAL
PROJECTS AND DONATIONS.**

WHEREAS the City of San Angelo has determined that new projects not included in the current budget should begin, and

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2015-2016 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 7th day of June, 2016, and APPROVED and ADOPTED on this the 21st day of June, 2016.

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content and Form:

Tina Carriger, Finance Director

City of San Angelo
Proposed Budget Amendment
Additional
Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/ (Cost)
Sales tax deficit	Equipment Replacement Fund – Fund Balance	(77,000)	-	(77,000)
Sales tax deficit	Intergovernmental Fund – Fund Balance	-	280,000	(280,000)
Fire station alerting system	Debt Service Fund – Fund Balance	(200,000)	-	(200,000)
Information Technology core switches	Communications Fund – Fund Balance	-	80,000	(80,000)
Auditorium renovation and expansion	Texas Historical Commission tax credits	1,000,000	1,000,000	-
Street Reconstruction	2016 Certificate of Obligation	13,000,000	13,000,000	-
Athletics programs	Donations	2,525	2,525	-
Spay/neuter program	Donations	1,923	1,923	-
Animal Services spay/neuter program	Program Income	29,829	29,829	-
Total		13,757,277	14,394,277	-

Memo

To: Tina Carriger, Finance Director
From: Morgan Chegwiddden, Budget Manager
Date: June 1, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To access excess fund balances in order to mitigate the General Fund sales tax deficit.

Source of Funding:

Equipment Replacement Fund – Fund Balance.

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

As discussed with Council during strategic planning March 8, 2016.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Equipment Replacement Fund			
Transfer In from General Fund Revenue 501-0000-391.20-00	1,237,423	(77,000)	1,160,423

Additional Comments:

The fund balance goal for capital funds is zero.

Memo

To: Tina Carriger, Finance Director
From: Morgan Chegwiddden, Budget Manager
Date: June 1, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To access excess fund balances in order to mitigate the General Fund sales tax deficit.

Source of Funding:

Intergovernmental Fund – Fund Balance

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

As discussed with Council during strategic planning March 8, 2016.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Intergovernmental Fund			
Transfer Out to General Fund Expense 103-1994-901.08-10	0	280,000	280,000

Additional Comments:

The fund balance goal for restricted funds is zero.

Memo

To: Tina Carriger, Finance Director
From: Morgan Chegwiddden, Budget Manager
Date: June 1, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To fund the installation of a Zetron fire station alerting system to replace the current system which is past its useful life.

Source of Funding:

Ambulance Revenue allocated to capital project instead of debt service. Utilize General Debt Service Fund – Fund Balance to service debt on Fire Training Center.

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

Discussed at strategic planning session March 11, 2016 but no funding identified at that time.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
General Debt Service Fund	200,000	-200,000	-0-
Revenue – Transfer from General			
105-0000-391.20-00			
General Fund	200,000	-200,000	-0-
Expense – Transfer to Debt Service			
101-1994-901.08-14			
General Fund	-0-	200,000	200,000
Expense – Fire Capital			
101-9000-800.07-30			

Additional Comments:

Memo

To: Morgan Chegwiddden, Budget Manager

From: Bucky Hasty _____, Interim IT Manager _____

Date: June 1, 2016

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Replacement of core switches at City Hall which serve as the backbone of the building's network. This includes the new configuration of 2 switches for the core system, 5 switches for servers and 2 switches for user access. Installation is included in this price.

Source of Funding:

Communications Fund – Fund Balance

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

This project was adopted in the Capital Improvement Plan by resolution on 04/05/2016

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Property – Technology Capital 305-1115-800-07-44	78,835	80,000	158,835

Additional Comments:

Memo

To: Morgan Chegwiddden, Budget Manager

From: Tina Carriger, Finance Director

Date: June 1, 2016

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

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

Source of Funding:

SAPAC - Additional security pledge due to expected tax credits from the Texas Historical Commission
\$1,000,000

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

No. Will be considered by City Council at the June 7, 2016 meeting.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Donations 502-6602-365.40-24	6,216,101	1,000,000	7,216,101
Auditorium Renovation and Expansion 502-6602-800.07-20	10,520,220	1,000,000	11,520,220

Additional Comments:

Memo

To: Morgan Chegwiddden, Budget Manager

From: Tina Carriger, Finance Director

Date: June 1, 2016

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase funding of 2016 street reconstruction projects with a bond.

Source of Funding:

2016 Certificate of Obligation

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

Yes. Approved and adopted by City Council on January 19, 2016.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Bond Proceeds 519-0000-393.01-00	3,000,000	13,000,000	16,000,000
2016 Certificate of Obligation 519-3200-800.07-30	3,000,000	13,000,000	16,000,000

Additional Comments:

Memo

To: Morgan Chegvidden, Budget Manager

From: Brent Casey _____, Recreation Manager _____

Date: June 1, 2016

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase donations account 601-6100-451-50-21 for additional donations received for athletics to be used within recreation.

Source of Funding:

Donations

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

N/A

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Donation Revenue			
601-6100-365-80-06	-0-	2,525	2,525
Program Expense			
601-6100-451-50-21	1,850	2,525	4,375

Additional Comments:

Memo

To: Morgan Chegvidden, Budget Manager

From: Kandy McGinnis _____, Administrative Assistant _____

Date: June 1, 2016

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

\$1922.07 donation needs to be used for medical equipment.

Source of Funding:

Western Veterinary Hospital

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

N/A

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Donation Revenue			
601-7805-365-00-00	10,000	1,923	11,923
Program Expense			
601-7805-442.06-16	12,507	1,923	14,430

Additional Comments:

Memo

To: Morgan Chegwiddden, Budget Manager
From: Robert Salas, Neighborhood & Family Services Director
Date: June 1, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:
 Budget for the full-time veterinarian position.

Source of Funding:
 Existing pet adoption fees no longer remitted to local vendors.

Funding previously approved? If so, by City Manager or City Council and when?
 Current fee adopted by Council September 21, 2010.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Animal Adoption Revenue 101-7803-365.40-23	0	29,829	29,829
Salary and Benefit Expense 101-7803-442.01-10	432,997	19,570	452,567
101-7803-442.02-10	51,227	5,051	56,278
101-7803-442.02-20	32,681	1,497	34,178
101-7803-442.02-30	73,654	3,345	76,999
101-7803-442.02-60	5,302	366	5,668
Total Expense	595,861	29,829	625,690

Additional Comments:



City Council

June 7, 2016



Budget Amendment

	Revenue	Expense
Sales tax deficit	(77,000)	-
Sales tax deficit	-	280,000
Fire station alerting system	(200,000)	-



Budget Amendment

	Revenue	Expense
Information Technology core switches	-	80,000
Auditorium renovation and expansion	1,000,000	1,000,000
Street reconstruction	13,000,000	13,000,000



Budget Amendment

	Revenue	Expense
Athletics programs	2,525	2,525
Spay/neuter donations	1,923	1,923
Spay/neuter staffing	29,829	29,829





City Council

June 7, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 7, 2016

Item type: Executive Session Item

Caption:

Section 551.072 deliberate the purchase, exchange, lease, or value of real property related to:
Lot 1, Group 7, Lake Nasworthy Addition

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Cynthia Preas
Theresa James
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: June 7, 2016

Item type: Regular Item

Caption:

Consider changing the City Council Meeting dates for July 2016 due to the requirements of Canvassing the Runoff Election

Summary/History:

The Canvassing for the Runoff Election will need to be held between the 8th and 11th day after the election. Tuesday, July 12, 2016 would meet the requirements.

Financial Impact:

No Fiscal Impact

Other Information/Recommendation:

Staff seeks direction from Council on the possibility of moving the July 5th meeting to July 12th or the possibility of combining the 5th and 19th meeting and holding the combined meeting on July 12th.

Attachments:

Presentation:

Approvals/Reviews:

Bryan Kendrick
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Accounting,

Meeting Date: June 7, 2016

Item type: Consent Item

Caption:

Announcements and consideration of Future Agenda Items

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Bryan Kendrick

Created/Initiated