



City Council Agenda 06/21/2016

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on June 21, 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. Recognition of veterinarian Dr. Gary Hodges for his \$2,000 donation to the San Angelo Animal Shelter
- b. Recognition of the City of San Angelo Public Information Office for winning first place for Educational Public Service Announcements at the state conference of the Texas Association of Municipal Information Officers

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 June 7, 2016 City Council regular meeting minutes (B.Kendrick)
- b. Consider approval of the Animal Shelter Advisory Committee (ASAC) revised by laws (B.Salas)
- c. Consider authorizing the San Angelo Police Department to enter into an interlocal agreement with the Tom Green County Sheriff's Office to apply for the Edward Byrne Memorial Justice Assistance Grant and authorization for the City Manager or his designee to execute any necessary related documents (T.Vasquez)
- d. Consider authorizing the Parks & Recreation-Nutrition program to apply for Vendor status of Congregate meal sites for the Area Agency of Aging of the Concho Valley and authorizing the Mayor or City Manager to execute related documents (S.Aguilar)
- e. Consider a resolution approving First Addendum to Lease Agreement between the City of San Angelo through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) (collectively "Lessee") and Sacred Heart Catholic Church of Coleman, Texas ("Lessor"), adjusting use of the leased premises and reducing yearly rent (C.Preas)

- f. Consider approving a contract with Fire Recovery USA, LLC for clean-up and haz-mat incident billings (FD-02-16) and authorizing the city manager to execute all related documents (B.Dunn)
- g. Consider authorizing the City Manager to execute a Declaration of Easement, declaring a 20' wide perpetual easement for public utilities out of J. Fenner Survey No. 1, Abstract No. 4985, owned by the City of San Angelo, and being located adjacent to U. S. Highway 67 & 277 (C.Preas)
- h. Second reading and adoption of 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 (J.James)
- i. Second reading and adoption of an ordinance amending the 2015-2016 budget for capital projects and donations (M.Chegwidden)

6. Regular Agenda

- a. First Reading and Public Hearing for Case Z16-03, an Ordinance approving a request from SA Bent Tree Apartments, LP to authorize a Rezoning from the General Commercial (CG) Zoning District and the Office Commercial (CO) Zoning District to the Low Rise Multi-Family Residence (RM-1) Zoning District, on 7.31 acres generally located 300 feet west of the intersection of Sunset Drive and Foster Road - (Presentation by Planning & Development Services Director Jon James)
- b. First Reading and Public Hearing for Case PD16-01, an Ordinance approving a request from Paul Holden to authorize a Rezoning from the General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District, on 5.116 acres generally located 90 feet southwest of the intersection of Martin Luther King Drive and West 29th Street - (Presentation by Planning & Development Services Director Jon James)
- c. Update and discussion on the activities of the West Texas Water Partnership - (Presentation by Scott Hibbs, P.E., Enprotec, Hibbs & Todd, Inc.)
- d. Discussion and possible action on withdrawing the Texas Water Development Board SWIFT funding application for the direct potable reuse project from consideration of 2016 funding - (Presentation by Water Utilities Director Bill Riley)
- e. Discussion and possible action on the calculation and utilization of available water sources to meet current and future demands - (Presentation by Water Utilities Director Bill Riley)
- f. Consider approving a recommendation from the Civic Events Advisory Board amending the Facility Discounts Policy for McNease Convention Center and Foster Communications Coliseum - (Presentation by Civic Events Manager Sidney Walker and Convention & Visitors Bureau Pamela Miller)

- g. Public hearing to allow citizen input on requested projects to be considered for funding with Grant Year 2016 Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Grant funds from the U.S. Department of Housing and Urban Development and discussion and deliberation on funding allocations - (Presentation by Neighborhood Services Director Bob Salas)

7. Closed Session

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

- a. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
 - 1. 2013 Sealcoating Program Contract
 - 2. Templeton Construction, Inc.;
 - 3. City of San Angelo v. Liza Carrasco; and
 - 4. Alsay, Inc.
- b. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding Professional Services Agreement with P.E. Consulting Services, Inc.

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive/Closed Session, if needed
- b. Consideration of approving various Board nominations:

CBAA: Jerry Carrillo (At Large) to a 2nd term ending February 2018

DHRC: William J. Carter (SMD2/Historian) to a 2nd term ending September 2017; Sandra Morris (SMD5/Designer) to a 1st full term ending September 2017; and Gary Donaldson (SMD6/Architect) to a 2nd term ending September 2017

TIRZ: Mike Campbell (Mayor) to a 1st term ending July 2018; William Dendle (SMD2) to a 1st term ending July 2018; Jason Fernandez (SMD3) to a 1st full ending July 2019; Brenda Gunter (SMD5) to a 1st term ending July 2019; and Tim Edwards (SMD6) to a 1st term ending July 2019

ZBA: Gary Cortese (Mayor/Alternate) to a first term ending January 2018

- 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 15th 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.

Recognition

On May 18th, Dr. Gary Hodges hosted a ribbon-cutting to celebrate the opening of his Western Veterinary Hospital at 2012 FM 2105. To help commemorate the occasion, he invited the staff of the City of San Angelo Animal Shelter, with whom he worked during his 40-plus years of owning a private practice.

To the surprise and delight of the Animal Shelter's contingency, Dr. Hodges presented them with a \$2,000 dollar donation to help support the facility's work. That, of course, includes caring for stray animals and surrendered pets, adopting homeless pets to new owners, and, most recently, altering pets to stem San Angelo's pet overpopulation.

Those efforts are greatly buoyed by the time, talents and treasure of caring and civically engaged citizens such as Dr. Hodges.

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

Dr. Gary Hodges

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 21st day of June, 2016.

Dwain Morrison
Mayor of the City of San Angelo

Recognition

The City's Public Information Office has garnered many honors the past three years. But June 10th marked a first for our award-winning Public Information Office. On that day, Public Information finally won that elusive first-place trophy they've been seeking at the state conference of the Texas Association of Municipal Information Officers.

"Did Your Butt Start this Fire?," a 36-second video produced by Multimedia Coordinator Brian Groves and starring retired Purchasing Manager Roger Banks and his vintage wagon, won first place for Educational Public Service Announcements in cities with populations of 80,000 to 150,000.

The Public Information Office also won second-place awards two other videos produced by Groves. "Answering the Call," a recruitment spot for the San Angelo Fire Department, won the Award of Excellence in Marketing Public Service Announcements among cities up to 100,000 population. And "Remembering the Fallen: Sgt. Korby Kennedy," a tribute to the late SAPD officer, also won the Award of Excellence for Special or One-Time Program for cities of 80,000 to 140,000 people.

These honors underscore Mr. Groves' and the Public Information Office's efforts to inform, educate and enlighten our citizenry about issues of importance, impact and interest.

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

The City of San Angelo Public Information Office

for its 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 21st day of June, 2016.

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, June, 7, 2016

Present:

Mayor Dwain Morrison
Mayor Pro tem Elizabeth Grindstaff, SMD 5
Council Member Bill Richardson, SMD 1
Council Member Marty Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
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 8:32 a.m. on Tuesday, June 7, 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 Freddy Medina, a Deacon with the Roman Catholic Diocese of San Angelo; and the pledges were led by NAME (GRADE), SCHOOL

3. Proclamations/Recognitions

The City of San Angelo Budget division was recognized for receiving the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award

Fire Marshal Ross Coleman was recognized for completing the Executive Fire Officer Program

4. Public Comment

Public comments were made by Eric Sanchez, CEO of the (ADACCV) Alcohol & Drug Abuse Council for the Concho Valley, requesting help with the funding of their mission.

Citizen Jerry Sea expressed concern over negative campaign rhetoric and encouraged City Council to continue to make progress for all the citizens of San Angelo.

Citizen Jennifer McConn expressed concern over some of the unintended consequences of the recent fee changes at the Animal Shelter.

Parks and Recreation Director Carl White introduced the newly hired Cemetery Supervisor Jeremy Walker.

Council Member Grindstaff noted her recent neighborhood chat had a discussion related to the water issues facing the City of San Angelo, with the Water Advisory Board Chairman Mike Boyd making a presentation.

5. Consent Agenda

- a. Approval of the May 18, 2016 City Council regular meeting minutes

- b. Approval of 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
- c. Approval of 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
- d. Adoption of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property
 - Triangular shaped parcel between Armstrong, 16th and 14th Street, Exall Addition; Louis A. Perez (\$1,000)
- e. Adoption of 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
- f. Approval of 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
- g. Adoption of 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
- h. Adoption of 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.

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

Motion: Council Member Farmer made a motion, seconded by Council Member Grindstaff, to approve item 5b, as presented. The motion carried unanimously (7) ayes to (0) nays.

6. **Regular Agenda**

- a. Approval of 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

A presentation was made by Planning & Development Services Director Jon James

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

- b. Approval of authorizing the City Manager to execute an agreement with San Angelo Host, Inc., for the operations of concessions at City properties

A presentation was made by Parks & Recreation Director Carl White

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

- c. Approval of 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

A presentation was made by Parks & Recreation Director Carl White

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

- d. Postponement of considering the following items related to the Solid Waste Contract:
 - 1. 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
 - 2. First public hearing and consideration of an ordinance amending Section A8.017 "Charge for Collection of Garbage and Trash"

A presentation was made by Operations Director Shane Kelton

Motion: Council Member Grindstaff made a motion, seconded by Council Member Farmer, to postpone this item. The motion carried (4) ayes to (3) nays, with Mayor Morrison, Council Members Gonzales and Thomas casting the dissenting vote.

- e. Approval of first public hearing and introduction of an ordinance amending the 2015-2016 budget for capital projects and donations

A presentation was made by Budget Manager Morgan Chegwiddden

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

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

No action was taken on this item.

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

Consensus of Council was to combine the July 5th and July 19th meetings into one meeting to be held on July 12th.

c. Announcements and consideration of Future Agenda Items

Council Member Grindstaff asked an update on lake levels, the policy of the use of the Hickory Water Supply, and an action item on the possibility of the withdraw of the SWIFT funding application to be placed on the next agenda.

9. Adjournment

Motion: Council Member Self 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 10:49 a.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: Bob Salas, Neighborhood Services Director, Animal Services, 325-655-0824

Meeting Date: June 21, 2016

Item type: Consent Item

Caption:

Consider approval of the Animal Shelter Advisory Committee (ASAC) revised by laws (B.Salas)

Summary/History:

The Animal Shelter Advisory Committee (ASAC) met during a special working session on May 12, 2016 to review and revise the standing bylaws governing the ASAC. The bylaws were updated to add a vision statement and to better comply with the newly updated and approved Ordinance Article 2.07 "Boards and Commissions", Division 18 "Animal Shelter Advisory Committee".

Financial Impact:

There is no financial impact.

Other Information/Recommendation:

Staff recommends approval of updated ASAC bylaws.

Attachments:

1. ASAC Bylaws DRAFT- ASAC Bylaws May 13 2016 (003).docx

Presentation:

None

Approvals/Reviews:

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

BYLAWS
OF
THE CITY OF SAN ANGELO ANIMAL SHELTER ADVISORY COMMITTEE

Approved by the City Council

June 7, 2016

ARTICLE I

Purpose

The purpose of the Animal Shelter Advisory Committee (hereinafter the ASAC) is to advise members of the City Council and animal shelter staff on matters related to the health and safety of animals housed at the city's animal shelter as outlined in Texas Health and Safety Code, Chapter 823.

ARTICLE II

Vision

The vision of this committee is to assist the City of San Angelo in becoming a pet friendly community by promoting animal welfare, advocacy and providing community education in the hopes of establishing and maintaining a "no kill" community.

ARTICLE III

Members

The ASAC shall consist of seven (7) members which shall be designated according to City Code of Ordinance Article 2.07 "Boards and Commissions", Division 18 "Animal Shelter Advisory Committee" and will mandatorily include a veterinarian, a city or county official, a person whose duties include the daily operation of a shelter, and a person who is an officer or employee of an animal welfare organization.

Members shall annually elect, from its numbers, a Chairperson and Vice Chairperson.

Members shall serve as directed by City Code of Ordinance Article 2.07 "Boards and Commissions", Division 18 "Animal Shelter Advisory Committee". Members shall be required to visit and volunteer at the shelter on a monthly basis in an effort to remain educated and informed on shelter issues.

The committee may request that a member be removed for cause as directed by City Code of Ordinance Article 2.07 "Boards and Commissions", Division 18 "Animal Shelter Advisory Committee". Removal for cause may include three or more unexcused absences during a single term or failure to meet the shelter visitation/volunteer requirements. For an absence to be excused, members are encouraged to contact the Chair within 24 hours prior to the posted meeting if they are unable to attend.

ARTICLE III

Meetings

Meetings of members of the ASAC shall meet the third Thursday of each month unless there is no business to discuss. Items may be placed on the agenda at the request of City Council, the Committee Chairperson and by the request and agreement of any 2 current members. Agendas will be prepared by the ASAC City Liaison and reviewed by the chair prior to posting. Meetings shall be conducted by the chairperson, and if absent, by the Vice-Chairperson. Meetings shall be held in accordance Robert's Rules of Order and follow the Texas Open Meetings Act. A quorum shall consist of a simple majority of the ASAC. Special meetings may be called by the chairman and must be held within ten (10) days of the date called.

ARTICLE IV

ASAC City Liaison

The Neighborhood & Family Services Department Director or designee, shall act as the ASAC liaison between the committee and city staff and shall provide public notices, agendas, and minutes for public informational purposes. The liaison will be responsible for facilitating ASAC meetings to include providing a venue for meetings and coordinating with the city's Public Information Officer to ensure meetings are recorded for future viewing by citizens.

ARTICLE V

Subcommittees

The ASAC chairperson shall appoint subcommittees as deemed necessary by the ASAC. Each subcommittee shall exercise such power and carry out such functions as delegated by the ASAC. Each subcommittee shall have the power to act only during the intervals between meetings of the ASAC, and shall serve the ASAC in an advisory capacity only.

Subcommittees shall be subject to the control of the ASAC. Each subcommittee shall be comprised of a chairperson, who must be a member of the ASAC, and one or more additional parties who may be, but are not required to be ASAC members. Any person who is not an ASAC member and becomes a member of any subcommittee, shall have the same responsibilities, with respect to such subcommittee, as a member of the ASAC.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 21, 2016

Item type: Consent Item

Caption:

Consider authorizing the San Angelo Police Department to enter into an interlocal agreement with the Tom Green County Sheriff's Office to apply for the Edward Byrne Memorial Justice Assistance Grant and authorization for the City Manager or his designee to execute any necessary related documents (T.Vasquez)

Summary/History:

The U.S. Department of Justice announced that the City of San Angelo Police Department is eligible to apply for funds from the Edward Byrne Memorial Justice Assistance Grant. The grant is designed to help fund state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support. The City of San Angelo and Tom Green County are allocated \$23,661 jointly from the grant. The funds are divided by the number of authorized positions per department. The Police Department will receive \$16,974 and the Tom Green County Sheriff's Office will receive \$6,687. The San Angelo Police Department will purchase CSI evident collecting equipment. The Tom Green County Sheriff's Office will purchase Tasers.

Financial Impact:

The allocated amount is \$23,661. The City of San Angelo will receive \$16,974 and Tom Green County will receive \$6,687. This will increase the Police Department budget in the amount of \$16,974.

Other Information/Recommendation:

Attachments:

- | | |
|-------------------------|-----------------------------|
| 1. Interlocal Agreement | PD Interlocal Agreement.doc |
|-------------------------|-----------------------------|

Presentation:

none

Approvals/Reviews:

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

GMS APPLICATION NUMBER _____

CITY SECRETARY
CONTRACT NO. _____

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF TOM GREEN

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANGELO, TEXAS AND COUNTY OF TOM GREEN, TEXAS**

**2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
LOCAL SOLICITATION**

This Agreement is made and entered into this _____ day of _____, 2016, by and between The COUNTY of TOM GREEN, acting by and through its governing body, the Commissioners Court, hereinafter referred to as "COUNTY", and the CITY of SAN ANGELO, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of TOM GREEN County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, CITY agrees to provide COUNTY \$6,687.00 from the JAG award for Equipment Improvement Program; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, CITY and COUNTY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$6,687.00 of JAG funds.

Section 2.

COUNTY agrees to use \$6,687.00 for the Equipment Improvement Program until September 30, 2017.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF SAN ANGELO, TEXAS

COUNTY OF TOM GREEN, TEXAS

City Manager
Daniel Valenzuela

County Judge
Steve Floyd

ATTEST:

APPROVED AS TO FORM:

City Clerk
Bryan Kendrick

District Attorney
Allison Palmer

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney
Theresa James

Police Chief
Tim Vasquez

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sandra Aguilar, Recreation Supervisor - Senior Services, Parks and Recreation, 325-481-2798

Meeting Date: June 21, 2016

Item type: Consent Item

Caption:

Consider authorizing the Parks & Recreation-Nutrition program to apply for Vendor status of Congregate meal sites for the Area Agency of Aging of the Concho Valley and authorizing the Mayor or City Manager to execute related documents (S.Aguilar)

Summary/History:

Parks & Recreation-Nutrition program provides a noon hot meal for seniors 60 years of age and older since approximately 1978.

Funding for the Nutrition program is provided by grants from the Concho Valley Council of Governments-Area Agency on Aging, City of San Angelo, and contributions.

The Nutrition program is vital to the senior population in our community. It gives them the opportunity to continue to live an independent lifestyle and stay active by utilizing the San Angelo Senior Centers. The centralized location of the congregate meal program at the centers is easily accessed by the seniors of San Angelo and it feeds close to 35,000 meals annually.

Recreation-Nutrition would like to continue to provide the meal service to seniors in San Angelo by applying for vendor status for FY 2016-2017.

Financial Impact:

By applying for Vendor Status, the Concho Valley Council of Governments gives approximately 45% of the Nutrition program's total budget. The remaining percentage comes from contributions and general funds of the City of San Angelo.

Other Information/Recommendation:

Recreation-Nutrition would like to continue to provide the meal service to seniors in San Angelo by applying for vendor status for FY 2016-2017.

Attachments:

- | | |
|---|--|
| 1. Vendor Service Application-Nutrition | Vendor Service Application-Nutrition.pdf |
|---|--|

Presentation:

Approvals/Reviews:

Sandra Aguilar

Created/Initiated

Carl White
Theresa James
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Approved
Final Approval



2801 W. Loop 306, Suite A
San Angelo, Texas 76904
phone: (325)223-5704
fax: (325)223-8233
toll-free: 1-877-944-9666

DIRECT PURCHASE OF SERVICE APPLICATION INFORMATION

The Area Agency on Aging of the Concho Valley (AAACV) is designated by the Texas Department of Aging and Disability Services (DADS) to be the focal point for services to persons 60 or older within the Concho Valley region. The AAA administers services funded by the Older Americans Act (OAA) with emphasis placed on older individuals who are frail, rural, low income and minority individuals. The AAA purchases various short-term services for eligible clients. Services are purchased from appropriate vendors that have completed a Direct Purchase of Service (DPS) Application form. and have executed a Vendor agreement with the AAA.

Eligibility to Apply: Organizations eligible to apply include private non-profit, private for-profit, and local city-county governmental entities, which have the capacity to meet the requirements of service delivery under DPS procedures.

Debarred/Suspended Parties: Debarred or suspended parties are ineligible to apply for funding and are excluded from participation in this program.

Definition of Direct Purchase of Service (DPS): DPS is a contracting methodology for the purchase of services by the AAA on a client-by-client basis in lieu of annualized contracting, or a fixed sum basis. It is a procurement methodology, which provides flexibility in the purchasing of services for participants in the OAA programs.

Application Process: Interested parties may apply for consideration for participation in the vendor pool by submitting a completed and signed direct purchase of service application, including all required attachments, and certification regarding debarment. If the application is selected, a vendor agreement will be executed.

Matching Funds: Vendors are required to provide matching funds of at least ten percent (10%) of the total cost per unit. Match may be provided as cash, in-kind, and/or discounted rate.

Maintenance of Records: Sub-reipients shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance for a period of five (5) years. All records shall be kept in the sub-recipient's possession and maintained indefinitely **IF** audit findings, other disputes, or litigation that has not been resolved. The sub-recipient shall give AAACV, through any authorized representative, access to and right to examine all records, books, papers, contracts, or other documents related to the purchase of services agreement. Such right of access shall continue as long as such records, or any of them, exist.

**Applications must be received by 12 noon, Friday, June 6, 2016 to be considered
for the beginning of 2017 fiscal year.**

Submit Completed Application Packet to:

Concho Valley Area Agency on Aging
Attn: Terry Lockhart, NTR DPS Data Manager
2801 W. Loop 306, Suite A
San Angelo, Texas 76904

Attachments to submit with application:

- ☐ Attachment A: Affirmative Action Plan
- ☐ Attachment B: Signed Certification Regarding Debarment
- ☐ Attachment C: Signed Non-Conflict of Interest Certification
- ☐ Copy of: Copy of Bond Information (if applicable)
- ☐ Copy of: Copy of Congregate Meal staff First Aide Certification
- ☐ Copy of: Copy of Congregate Meals staff CPR Certification
- ☐ Copy of: Copy of Data Use Agreement (DUA)
- ☐ Copy of: Copy of Insurance (Liability and/or Workman's Comp
- ☐ Copy of: Copy of most recent Health Inspection (if applicable)

Note: Only applications FULLY completed with the above attachments (if applicable) will be accepted.



Please type or clearly print application information.

Current Vendor yes ☒ no ☐

Vendor Name/Legal Entity	City of San Angelo - Nutrition		
DBA (if applicable):			
Physical Address:	702. S. Chadbourne, St. San Angelo, TX 76903		
Mailing Address:	702 S. Chadbourne, St. San Angelo, TX 76903		
Tax Identification Number (SSN or Federal ID):		Fax Number (including area code):	
		325-659-1015	
Type of City Government	☒	Governmental Agency	☐
Private For Profit	☐	County Government	☐
Private Non-Profit	☐	Other	☐
Authorizing Official:		Title:	
Daniel Valenzuela		City Manager	
Email Address:		Telephone:	
daniel.valenzuela@cosatx.us		325-657-4241	
Billing Contact Person and Billing Address:		Title:	
Sandra Aguilar		Recreation Supervisor	
Email Address:		Telephone:	
sandra.aguilar@cosatx.us		325-481-2798	
Number of Years the Organization has been in business:		37 years	
Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)?		Yes ☐	No ☒
If yes, provide brief explanation:			
Does Organization have liability insurance?		Yes ☒	No ☐

Service and Bidding Information:

I. Proposed Service: CONGREGATE MEALS ☒ HOME DELIVERED MEALS ☐

A. Service Area:	City of San Angelo		
B. Proposed AAA cost per Unit:	\$ 6.93	Standard Cost per unit:	\$ 6.93

C. Days/Hours of Operations of Meal Site(s):

Santa Fe Crossing Senior Center
Name of Site:

Sandra Aguilar
Site Leader:

702 S. Chadbourne St
Physical Address

702 S. Chadbourne St
Mailing Address

San Angelo
City

TX
State

76903
Zip code

325-481-2798
Telephone number

(325) 659-1015
Fax number:

Hours of operation: 9:00 am to 2:00 pm

Mon ☒ Tue ☒ Wed ☒ Thu ☒ Fri ☒

II. Proposed Service: CONGREGATE MEALS ☒ HOME DELIVERED MEALS ☐

A. Service Area: City of San Angelo

B. Proposed AAA cost per Unit: \$ 6.93 Standard Cost per unit: \$ 6.93

C. Days/Hours of Operations of Meal Site(s):

Plaza Del Sol #2
Name of Site:

Shirley Bradshaw
Site Leader:

4359 Oak Grove Blvd.
Physical Address

702 S. Chadbourne St
Mailing Address

San Angelo
City

TX
State

76904
Zip code

325-223-8895
Telephone number

Fax number:

Hours of operation: 11:00 am to 12:30 pm

Mon ☒ Tue ☒ Wed ☒ Thu ☒ Fri ☒

Service and Bidding Information:

I. Proposed Service: CONGREGATE MEALS ☒ HOME DELIVERED MEALS ☐

A. Service Area: City of San Angelo

B. Proposed AAA cost per Unit: \$ 6.93 Standard Cost per unit: \$ 6.93

C. Days/Hours of Operations of Meal Site(s):

<u>Christian Village</u> Name of Site:		<u>Pat King</u> Site Leader:	
<u>4225 Billie Bolin Dr.</u> Physical Address		<u>702 S. Chadbourne St</u> Mailing Address	
<u>San Angelo</u> City	<u>TX</u> State	<u>76904</u> Zip code	
<u>325-949-8575</u> Telephone number		_____ Fax number:	
Hours of operation: <u>11:00 am</u> to <u>12:30 am</u>			
Mon ☒ Tue ☒ Wed ☒ Thu ☒ Fri ☒			

II. Proposed Service: **CONGREGATE MEALS** ☐ **HOME DELIVERED MEALS** ☐

A. Service Area: _____		
B. Proposed AAA cost per Unit: \$ _____		Standard Cost per unit: \$ _____
C. Days/Hours of Operations of Meal Site(s):		
_____ Name of Site:		_____ Site Leader:
_____ Physical Address		_____ Mailing Address
_____ City	_____ State	_____ Zip code
_____ Telephone number		_____ Fax number:
Hours of operation: _____ to _____		
Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐		

CONGREGATE MEAL

A hot or other appropriate meal served to an eligible older individual which meets 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals.

Unit of Service: One Meal.

Direct Service Waiver

Required: yes

Eligibility Completed: Application for service; Client Right & Responsibilities; HIPPA requirements Nutrition Risk Assessment (NRA)

Service provider has an adequate number of staff persons available during the time congregate meals are provided who are certified in:

- a) first aide;
- b) cardiopulmonary resuscitation; and
- c) operating an automatic external defibrillator, if one is provider

***** Please attach a copy of certificates of staff persons qualified

HOME DELIVERED MEAL

Hot, cold, frozen, dried, canned, fresh, or supplemental food (with satisfactory storage life) which provides a minimum of 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment.

Unit of Service: One Meal.

Direct Service Waiver

Required: yes

Eligibility Completed forms: Application for service; Client Right & Responsibilities; HIPPA requirements Nutrition Risk Assessment (NRA); Consumer Needs Evaluation (CNE)

The CNE must have a score of 20 or greater.

NOTE: See service and unit definition(s) for specific service and unit information. If any rate listed above is higher than those normally charged to DADS-RLS eligible seniors or to other agencies, please attach a thorough explanation for the rate difference. If your agency contracts with another Area Agency on Aging and the above proposed rate is higher than the current rate given to the Concho Valley Area Agency Documentation of Standard Fees such as a fee schedule or certification of cost is required for organizations proposing to provide services at reduced rates. The Concho Valley Area Agency on Aging is required to provide a non-federal match for all Older Americans Act funds. The Area Agency on Aging

Signature:

I certify that the information provided in this application is true and correct to the best of my knowledge.

Printed Name/Title

Authorized Signature

Date

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 required the Texas Department of Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee, "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department on Aging and Disability Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractors/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defines in this attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department on Aging and Disability Services, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? YES NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontract/subgrantee that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department on Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

- The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE City of San Angelo - Nutrition

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. _____

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Date

Title of Authorized Representative

THIS CERTIFICATION IS FOR FY 2017, PERIOD BEGINNING October 1, 2016 AND ENDING September 30, 2017.

NOTIFICATION OF CONFLICT OF INTEREST

I have read the Texas Administrative Code 40 TAC, Rule § 85.201 (b)(3)(A)(i-ii) and hereby notify the Director of the Concho Valley Area Agency on Aging of a conflict of interest I hold. That conflict of interest is as follows:

My association with the Concho Valley Area Agency on Aging is:

- ☐ Employee
- ☐ Volunteer working within programs
- ☐ Advisory council member
- ☐ Governing Board member
- ☒ Vendor

In that capacity, I agree not to participate in any decision relating to:

- the contract or procurement of services of goods in which I have a direct or indirect substantial personal interest or
- have a substantial financial interest, directly or indirectly, in the contract or procurement of services or goods or the proceeds thereof.

Date

Printed Name

Signature

Affirmative Action Plan

The City of San Angelo - Nutrition hereby agrees that it will enact
(Name of Applicant)

affirmative action plan. Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following.

Title VI of the Civil Rights Act of 1964, which prohibits discrimination because of race, color, religion, sex or nations origin in all employment practices including hiring, firing, promotion, compensation and other terms, privileges and conditions of employment.

The Equal Pay Act of 1963, which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act, which prohibits discrimination because of age against anyone between the ages of 50 and 70.

Federal Executive Order 11246, which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA PI-75-11, which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency," shall develop and implement an affirmative action plan for single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973, which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

_____ is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis: Paid Staff

Total Staff:	# Full Time	# Part Time
Older Persons (60+)	# _____ %	# <u>1</u> <u>20</u> %
Minority	# <u>3</u> <u>60</u> %	# <u>2</u> <u>40</u> %
Women	# <u>3</u> <u>60</u> %	# <u>1</u> <u>20</u> %

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 21, 2016

Item type: Consent Item

Caption:

Consider a resolution approving First Addendum to Lease Agreement between the City of San Angelo through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) (collectively "Lessee") and Sacred Heart Catholic Church of Coleman, Texas ("Lessor"), adjusting use of the leased premises and reducing yearly rent (C.Preas)

Summary/History:

The City of San Angelo through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) (collectively "Lessees") and Sacred Heart Catholic Church of Coleman, Texas ("Lessor") entered into a Lease Agreement effective January 1, 2012 and ending December 31, 2021, for use of a portion of the church building located at 303 East College, Coleman, Coleman County, Texas, to conduct nutrition education programs for and distributes EBT food benefits to eligible people in the City of Coleman.

WIC recently suffered a loss in the availability of funds; therefore, it is necessary to reduce use of the lease premises from 2 visits per week to 1 visit per week and reduce the yearly rent from \$7,200 to \$4,800.

Financial Impact:

Yearly rent will be reduced from \$7,200 to \$4,800, resulting in a savings of \$2,400 yearly.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|---|--|
| 1. | First Addendum WIC/Coleman Lease | First Addendum WIC_Coleman.pdf |
| 2. | Resolution First Addendum WIC/Coleman Lease | Resolution First Addendum WIC_Coleman.docx |

Presentation:

None

Approvals/Reviews:

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

FIRST ADDENDUM TO LEASE AGREEMENT

Sacred Heart Catholic Church of Coleman, Texas and Special Supplemental Nutrition Program for Women, Infants and Children

WHEREAS, Sacred Heart Catholic Church of Coleman, Texas ("Lessor") and Special Supplemental Nutrition Program for Women, Infants and Children ("WIC") through the City of San Angelo, Texas (hereinafter collectively "Lessee") entered into a Lease Agreement, pursuant to which Lessee leased a portion of the church building located 303 East College, Coleman, Coleman County, Texas, namely hall, classrooms and restrooms (hereinafter the "Premises") to conduct nutrition education programs for and to distribute EBT food benefits to eligible people in the City of Coleman, Texas, effective January 1, 2012 through December 31, 2021, hereinafter "Lease Agreement", a copy of which is attached hereto as **Exhibit "A"** and made a part hereof for all purposes; and,

WHEREAS, WIC has suffered a recent loss in availability of funds and it is necessary to reduce the yearly Rent; and,

WHEREAS Lessor and Lessee mutually desire to amend the Lease Agreement by adopting this First Addendum that provides for adjusting Use of the Premises, commencing July 1, 2016, thereby reducing the Rent:

NOW THEREFORE the parties enter into this First Addendum to Lease Agreement and agree as follows:

- (1) This First Addendum shall be effective from and after July 1, 2016.
- (2) Section 5. of the Lease Agreement is amended to provide that from and after July 1, 2016, WIC's Use of the Leased Premises shall be limited to activities associated with nutrition, education, food benefit distribution and the WIC program; and such use will be further limited for WIC client access on the 1st and 2nd Thursdays and the 3rd and 4th Mondays of each month during the remaining term of the Lease Agreement and any extension thereof.
- (3) Section 6. of the Lease Agreement is amended to provide that from and after July 1, 2016, rent shall be adjusted to annual rent of FOUR THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$4,800.00), payable in equal monthly installments on or before the

5th day of each month, in the sum of FOUR HUNDRED AND NO/100 DOLLARS (\$400.00).

- (4) All provisions of the Lease Agreement not amended by this First Addendum shall remain in full force and effect.

(Signature page to follow)

EXECUTED on the dates indicated below.

LESSOR:

SACRED HEART CATHOLIC CHURCH OF COLEMAN, TEXAS

By: _____
Fr. Chinnapureddy Pagidela, Pastor

Date: _____

LESSEE: CITY OF SAN ANGELO

ATTEST:

Daniel Valenzuela, City Manager

Bryan Kendrick, City Clerk

Date: _____

THE STATE OF TEXAS §
COUNTY OF COLEMAN §

This instrument was acknowledged before me on the ____ day of _____, 2016,
by **FR. CHINNAPUREDDY PAGIDELA**, Pastor of **SACRED HEART CATHOLIC CHURCH**
OF COLEMAN, TEXAS, on behalf of said entity.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TOM GREEN §

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

Notary Public, State of Texas

Exhibit "A"

LEASE AGREEMENT

This Lease Agreement is between Sacred Heart Catholic Church of Coleman, Texas (hereinafter "Lessor") and City of San Angelo, through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) (hereinafter "Lessee").

WHEREAS, the Lessor and Lessee entered into a Lease Agreement of the premises described as a portion of the church building located at 303 East College, Coleman, Coleman County, State of Texas, namely hall, classrooms and restrooms (hereinafter the "Premises") for use on Mondays and Thursdays of each week during the term of the Lease Agreement, said Lease Agreement being effective July 14, 1994, and remaining in effect until terminated (hereinafter First Lease Agreement); and,

WHEREAS, Lessee desires to continue to conduct nutrition education programs for and to distribute EBT food benefits to eligible people in the City of Coleman, Texas, and is desirous of continuing to utilize the leased premises on Mondays and Thursdays of each week for those purposes; and,

WHEREAS, Lessor has control over the described Premises that remain suitable for Lessee's purposes and desires that Lessee continue to conduct nutrition education programs for and to distribute food benefits to eligible people in the City of Coleman, Texas; and,

WHEREAS, the parties hereto desire to restate the terms of Lessee's occupancy of the Premises:

NOW THEREFORE In consideration of the mutual covenants and promises made herein, and for the stated consideration, Lessor leases to Lessee and Lessee leases from Lessor the right to the quiet enjoyment and use of the Premises for the uses and on the conditions herein provided.

1. **Incorporation of Recitals.** The parties agree that the foregoing recitals are true and correct and that the same are incorporated as part of this Lease Agreement.
2. **Termination of First Lease Agreement.** The parties stipulate and agree that from and after the effective date of this Lease Agreement the First Lease Agreement shall be terminated and of no further force or effect.

3. **Term and Effective Date.** This Lease Agreement shall become effective January 1, 2012, the effective date, and shall continue through December 31, 2021. This Lease Agreement may be extended for up to two additional ten year terms at the option of Lessee by the giving of written notice thereof to Lessor at least ninety (90) days prior to the expiration of the lease term in effect at the time the notice is given.
4. **Leased Premises.** The Leased premises consist of a portion of the church building located at 303 East College, Coleman, Texas, namely the hallway, classrooms and restrooms, and access to the kitchen (hereinafter the leased Premises).
5. **Use.** Lessee's use of the leased Premises shall be limited to activities associated with nutrition, education, food benefit distribution, and the WIC Program; and, such use will be further limited for WIC client access on Mondays and Thursdays of each week during the term of this Lease Agreement and any extensions thereof.
6. **Rent.** Rent shall be Seven Thousand Two Hundred and No/100 Dollars (\$7,200.00) for each year of the term of this Lease Agreement or any extension thereof. Rent shall be payable monthly on or before the 5th day of each month, in the sum of Six Hundred and No/100 Dollars (\$600.00). The first monthly installment of rent in the sum of \$600 shall be due on or before January 5, 2012.
7. **Utilities.** Lessor shall be responsible for making provision for and all expenses relating to supplying adequate electricity, gas and water for the Lessee's use of the leased Premises.
8. **Maintenance.** Lessor shall be responsible for all expenses relating to maintenance and repair of the building and leased Premises.
9. **Insurance. Insurance/Indemnification.** Lessor shall bear the sole responsibility for the cost of insurance on said facility, and Lessor shall be obligated to secure and maintain in effect Commercial General Liability Insurance in amounts sufficient to afford Lessee with reasonable protection, the sufficiency of which shall be determined by Lessee. Lessor agrees to supply adequate documentation of

such insurance to lessee. LESSOR AGREES TO INDEMNIFY AND HOLD HARMLESS LESSEE FOR ANY CLAIMS MADE BASED ON LESSEE'S OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC) AT SAID PREMISES

10. **Taxes.** Lessee shall have no obligation with respect to property taxes, if any, due or payable for the leased Premises.
11. **Assignment.** This Lease Agreement may not be assigned by either party hereto without first securing the written consent of the other party.
12. **Notice.** Any notice required or permitted to be given to a party under this Lease Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next-day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed as

follows:

If to Lessee: City of San Angelo
P.O. Box 1751
San Angelo, Texas 76902
Attn: WIC Department

If to Lessor: Sacred Heart Catholic Church of
Coleman
Attn: FR. Romanus A. Akamike
303 East College Ave.
Coleman, Texas 76834

13. **Termination.** Either Lessor or Lessee may terminate this Lease Agreement by delivering to the other party a written notice of intent to terminate the Lease Agreement at least ninety (90) days prior to the effective date of termination. By such termination, neither party may nullify obligations incurred prior to the effective date of termination.

14. **Default.** Notwithstanding any provision of this Lease Agreement to the contrary, in the event that Lessee defaults in the performance of one or more of its obligations under this Lease Agreement, Lessor shall give the Lessee written notice describing the default and providing that Lessee shall have thirty (30) days from receipt of the notice to cure the default and avoid termination of the Lease Agreement.
15. **Entire Agreement.** This Lease Agreement constitutes the entire agreement of the parties concerning the lease of the leased Premises. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises that are not in this Lease Agreement and any

exhibits attached hereto.

EXECUTED this 11 day of August, 2011.

LESSOR:

SACRED HEART CATHOLIC CHURCH

Fr. Romanus A. Akamike
Fr. Romanus A. Akamike,

Pastor

STATE OF TEXAS §

COUNTY OF COLEMAN §

This instrument was acknowledged before me on the 11 day of August, 2011 by FR.ROMANUS A AKAMIKE.



Cheryl Stevenson
Notary Public, State of Texas

ATTEST:

LESSEE: CITY OF SAN ANGELO

Alicia Ramirez
Alicia Ramirez, City Clerk
~~Manager~~

Harold Dominguez
Harold Dominguez, City Manager

STATE OF TEXAS §

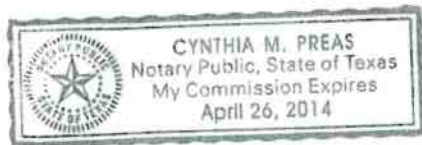
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 8th day of September, 2011, by Harold Dominguez, City Manager of the CITY OF SAN ANGELO, a Texas home rule municipal

corporation, on behalf of said corporation pursuant to
resolution of City Council.

Cynthia M. Preas

Notary Public, State of Texas



**A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST
ADDENDUM TO LEASE AGREEMENT WITH SACRED HEART
CATHOLIC CHURCH OF COLEMAN FOR THE SPECIAL
SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN,
INFANTS AND CHILDREN (WIC) ADJUSTING USE AND RENT
TERMS OF THE LEASE AGREEMENT; AND FINDING A PUBLIC
PURPOSE AND BENEFIT THEREFORE**

WHEREAS, the City of San Angelo (City) through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Sacred Heart Catholic Church of Coleman, Texas, entered into a Lease Agreement for the provision of WIC services; and,

WHEREAS, funding for WIC has been reduced requiring the program to reduce expenses in order to continue providing its services; and,

WHEREAS, revising lease provisions as provided in the First Addendum to Lease Agreement will reduce WIC expenses and permit the continuation of its services; and,

WHEREAS, the City Council has determined that approval of the lease revisions set forth in the First Addendum is in the public interest and benefit;

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

The City Manager is hereby authorized and directed to execute the First Addendum to Lease Agreement with the Sacred Heart Catholic Church of Coleman, Texas, for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), in substantially the attached form.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendirck, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Cindy Preas, Real Estate Division

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 21, 2016

Item type: Consent Item

Caption:

Consider approving a contract with Fire Recovery USA, LLC for clean-up and haz-mat incident billings (FD-02-16) and authorizing the city manager to execute all related documents (B.Dunn)

Summary/History:

The company that was performing our cleanup and haz-mat billing decided to quit performing this service. The fire department sent out an RFP (FD-02-16) to solicit a new billing company. There were two companies that replied with proposals. The selection committee chose Fire Recovery USA, LLC. This company will perform the same services as the previous company at the identical rate of collection we are paying now, which is twenty percent of all collected receipts. We will operate under the same billing guidelines for incidents as with the previous company.

The city usually collects about \$50,000 for billing these incidents. These revenues help offset costs for cleanup agents, equipment and protective clothing that may be damaged during response to an incident. There is a state mandate to mitigate these cleanup and haz-mat incidents and city council has assigned the fire department to perform these tasks.

Financial Impact:

The fire department currently receives and budgets for about \$50,000 in revenue from this service.

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------------|---|
| 1. | Fire Recovery USA contract | Fire Recovery USA Service Agreement FINAL.doc |
|----|----------------------------|---|

Presentation:

none

Approvals/Reviews:

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

SERVICES AGREEMENT

This Services Agreement (“Agreement” or “Contract”) is made effective as of _____, 2016 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company” or “Contractor”), and **the City of San Angelo, a Texas municipal corporation**, (“Fire Department” or “City”). The Company and Fire Department are referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, Company engages in the business of performing billing services (“Company Services”) for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the fire departments provide emergency services; and

WHEREAS, Fire Department seeks the services of Company to assist with the billing for services that Fire Department provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Fire Department desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Fire Department.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Fire Department agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Fire Department hereby engages Company to provide the Company Services described in Article 4 herein, and Company hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Fire Department that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Fire Department: Fire Department hereby represents and warrants to Company that, at all times during the term of this Agreement, Fire Department is an organized fire department established pursuant to the laws and ordinances of the state in which Fire Department is located.

ARTICLE 3

COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Fire Department while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Fire Department to Company for services rendered under this Agreement. On request, Company will provide Fire Department with proof of timely payment. Company agrees to indemnify Fire Department for any claims, costs, losses, fees, penalties, interest, or damages suffered by Fire Department resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Fire Department may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Fire Department.

3.5. Ownership Interest: Company will have no ownership interest in Fire Department.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Fire Department.

3.7. Attorney-in-Fact: Fire Department appoints Company as Fire Department's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Fire Department, in connection with Fire Department's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Fire Department's behalf and, upon prior written consent from Fire Department, to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Fire Department's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Fire Department's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY

4.1. Service in General: Contractor shall perform all services reasonable and necessary for the billing and collection of the City's Fire Department service fees for accounts placed with Contractor. This shall include routine billing services, processing Fire Department response data, rendering bills, full management of accounts receivable, maintaining auditable records, and providing management reports to the City. Without limiting the generality of the foregoing, the Contractor shall be required to perform the services specified in the City's Request for Proposal "Billing for Services Fire Department, RFP No. FD-02-16", issued on December 4, 2015, which is incorporated by reference (hereinafter the "RFP"), the Contractor's response to the RFP submitted to the City on December 18, 2015, entitled "Response to RFP FD-02-16, Billing for Service", which is incorporated by reference (hereinafter the "Proposal") and Section 4.2 hereof. In the event that the various documents conflict with one another, the Contract and RFP will govern, in that order, over the Proposal unless the parties expressly agree to modify the Contract.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Fire Department and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Fire Department for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Fire Department, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts

and schedule of remittance, set forth in the “List of Company Services,” attached hereto as Schedule A.

ARTICLE 6 OBLIGATIONS OF FIRE DEPARTMENT

6.1. Cooperation of Fire Department: The Fire Department agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company’s duties under this Agreement.

6.2. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Fire Department without the prior written consent of Company, which consent shall not be unreasonably withheld.

ARTICLE 7 FIRE DEPARTMENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain written authorization from Fire Department prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Fire Department’s interest in any sums owed to Fire Department; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth herein, this Agreement shall be effective as of the date first set out above and shall continue for a period of three (3) years thereafter. City reserves the option to extend this Agreement on the terms specified herein for two (2) additional three (3) year terms. In order to exercise this option, City shall notify Contractor of the renewal at least sixty (60) days prior to the expiration of the Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification of default to the breaching party. If the breaching party fails to cure the default within thirty (30) days after the date of the notice, then this Agreement shall terminate on the 31st day after the date of the notice. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the List of Company Services;
- (b) Fire Department's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Fire Department's yearly billable run volume is at or below six runs (6).

8.4. Upon termination, the Company shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Contract. As soon as practical after receipt of delivery of notice of termination, the Company shall submit a statement showing in detail the status of all accounts placed with Company to the date of termination. The City shall then pay Company, within thirty (30) days after receipt of an approved invoice, all amounts due under this Contract. Copies of all reports, whether completed or partially completed, shall be delivered to the City when and if this Contract is terminated. It is agreed that for three (3) months from the date of termination, Company shall be required to process and attempt to resolve all accounts placed with it prior to termination and will receive its fee for accounts paid within the three (3) months after termination of this Contract.

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Company will comply with all laws regarding confidentiality of medical information including, but not limited to, the Emergency Medical Services Act, the Health Insurance Portability and Accountability Act of 1996, and the Texas Public Information Act. Any written, printed, graphic, or electronically or magnetically recorded information furnished by Fire Department for Company's use are the sole property of Fire Department. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Fire Department's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Fire Department's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Fire Department.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Fire Department's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Subject to the Texas Public Information Act, Fire Department will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Fire Department's employees, agents, and subcontractors. On termination of this Agreement, Fire Department will return any confidential information in Fire Department's possession to Company.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1. Indemnification:

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICIALS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "INDEMNITEES") AND EACH OF THEM FROM AND AGAINST ALL LOSS, COSTS, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OR LOSS OF ANY PROPERTY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH (I) THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES CONTEMPLATED BY THIS AGREEMENT WHICH IS OR IS ALLEGED TO BE DIRECTLY OR INDIRECTLY CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF CONTRACTOR OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS (COLLECTIVELY REFERRED TO AS "CONTRACTOR"), REGARDLESS OF WHETHER IT IS, OR IS ALLEGED TO BE, CAUSED IN WHOLE OR PART (WHETHER JOINT, CONCURRENT OR CONTRIBUTING) BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OR STRICT LIABILITY OF THE INDEMNITIES, OR ANY OF THEM OR (II) THE FAILURE OF CONTRACTOR TO COMPLY WITH ANY OF THE PARAGRAPHS HEREIN OR THE FAILURE OF CONTRACTOR TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL, STATE OR LOCAL, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES, OR ANY OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF CONTRACTOR, OR ANY OF ITS

SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH CONTRACTOR'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNITEE FOR THE INDEMNITEE'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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.

Retroactive Application. The indemnity provided for in this Contract shall extend not only to claims and assessments occurring during the term of this Contract but retroactively to claims and assessments which may have occurred during the term of previous agreements between City and Contractor.

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

10.2.1 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.

10.2.2 Named Insured. 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.

10.2.3 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.

10.2.4 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. Copies of required endorsements will be attached to the certificates to confirm the required coverages are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.

10.2.5 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.

10.3 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:

COMMERCIAL GENERAL LIABILITY.

This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of the City or others arising out of the act or omission of 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 agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/ operations, and independent Contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$ 2,000,000.00	General Aggregate
\$ 1,000,000.00	Products - Completed Operations
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

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 not be less than:

\$ 1,000,000.00

Combined Single Limit per Claim

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

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

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	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, 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 City in accordance with the notice provisions of this Agreement.

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

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: Venue for this Agreement shall be Tom Green County, Texas. The Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas.

11.2. Entire Agreement: This Agreement, the RFP, and the Proposal constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Fire Department to:

City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
Attention: City Manager

with a copy to:

City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
Attention: City Attorney

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, the RFP, and the Proposal, , (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Fire Department/Protection District will in no way whatsoever incur any liability in relation to

specifications, delivery, payment, or any other aspect of purchase by other agencies.

11.9. City shall assist in resolving service recipient complaints and will be the final authority in the resolution of same.

11.10. The Financial Manager and Operations Manager shall assist Contractor in its dealings with any City department, agency or institutions as it relates to the billing and collections of municipal ambulance service fees.

11.11. At all reasonable times during the term of this Contract, City or its Director of the Finance Department ("Director") may have access to all books and records of Contractor in connection with this Contract and may conduct any audit of such books and records deemed necessary and proper by City or its Director. Contractor shall make all information related to this Contract available to City or its Director upon request.

11.12. Representatives of City may, at all reasonable times during the term of this Contract, conduct reviews in person, of the operation of Contractor in connection with this Contract, with or without advance notice to Contractor, and Contractor shall assist in this review as requested by City's representatives.

11.13. City reserves the right to contact any of the persons whose accounts have been referred to Contractor for billing or collection services to audit the representatives of Contractor as to payments made or not made by such persons or demeanor of Contractor's personnel in dealing with such persons.

11.14. City may direct Contractor to pursue legal action against any debtor or may pursue such action itself after notification of Contractor. Contractor shall not institute any legal action pursuant to collection services related to this Contract without the express written direction of the City's attorney.

11.15. Contractor shall provide to Director a copy of all non privileged portions of any internal audit of Contractor.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

By: _____

Name: M. Craig Nagler
Title: Manager

FIRE DEPARTMENT:

CITY OF SAN ANGELO, a Texas municipal corporation

By: _____

Name: Daniel Valenzuela
Title: City Manager

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Brian Dunn, Fire Chief

Brandon Dyson, Assistant City Attorney

SCHEDULE A

LIST OF COMPANY SERVICES

1. Fire Recovery USA agrees to bill the responsible party on the Fire Department's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) are listed as EXHIBIT A, but may change over time. Fire Department will provide notice to Fire Recovery USA of changes in billing rates.
2. Contractor's office personnel shall assist recipients over the phone and aid with insurance filing to facilitate payment of accounts.
3. Contractor shall be prepared upon request to submit reports on accounts to be written off by the City. The Financial Manager will direct the Contractor on the criteria for write-offs, dates of service and format for reports. The Financial Manager is the person designated from time to time by the City Manager through the City's Director of the Finance Department to administer portions of this Contract on behalf of the City.

Contractor shall code the accounts as submitted to the City for write-off. The code will be identified with a date for audit-trail purposes. Contractor will continue to keep these accounts on the system for a minimum of seven years or other term agreeable by the Contractor and the City. Any monies collected on charged-off accounts will be reported as "Recovery on Bad Debt."

4. Contractor shall maintain financial accountability of the billing, accounting and collection services in accordance with generally accepted accounting principles (GAAP) and its own procedures as detailed in the RFP and in the Proposal, and shall provide access to the City during business hours to all records relating to this Contract and the collection of accounts referred by the City to the Contractor.
5. Contractor shall maintain high professional standards in all communications with the public on behalf of the City.
6. Contractor shall provide, to the Operations Manager, feedback, consultation and advice in recordkeeping for the Fire Department as it deems appropriate for increased efficiency in billing and collections. The Operations Manager means the person as is designated from time to time by the City Manager through the Chief of the San Angelo Fire Department to administer portions of this Contract on behalf of the City. Additionally, Contractor will assist the City in isolating recordkeeping problems by periodically (no less frequently than quarterly or upon request) auditing the individual Fire Station's response for clarity and completeness and providing to the City a copy of the results of such audits within sixty (60) days after initiation of the audit.
7. Contractor shall strictly comply with all federal, state, local laws and particularly with those regulations pertaining to the collection of debts and collections.

8. Fire Recovery USA will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Fire Department, payments of the agreed upon percentage of said monies to Fire Department, and reporting of progress.
9. Fire Recovery agrees to bill to the best of its ability all claims provided to Fire Recovery USA by the Fire Department.
10. Fire Recovery USA will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Fire Department through the San Angelo City Attorney's Office.
11. Fire Recovery USA agrees to reimburse Fire Department a portion of the monies collected at a rate of 80 percent of the Net Amount Collected on the Fire Department's claims. The Net Amount Collected is calculated as the total amount of collections associated with a specific service month, net of adjustments for overpayments, refunds, returned checks and posting errors.
12. Fire Recovery USA agrees to pay these monies collected to the Fire Department on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
13. Fire Recovery USA agrees to make available reports via a password protected website to the Fire Department which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
14. Fire Recovery USA will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Fire Recovery USA by the Fire Department on the Run Sheets.

EXHIBIT A

a. VEHICLES

	Vehicle Type	Apparatus	Price
	1	Class A engine	\$500.00
	1	Aerial	\$500.00
	2	Rescue (heavy)	\$600.00
	3	Brush truck	\$400.00
	4	Command car/truck	\$200.00
	1	Ladder (L-1)	\$500.00
	1	Engine 2 (E-2)	\$500.00
	1	Engine 3 (E-3)	\$500.00
	1	Engine 4 (E-4)	\$500.00
	1	Engine 5 (E-5)	\$500.00
	1	Engine 6 (E-6)	\$500.00
	1	Engine 7 (E-7)	\$500.00
	1	Reserve 21 (R-21)	\$500.00
	1	Reserve 22 (R-22)	\$500.00
	1	Reserve 23 (R-23)	500.00
	2	Rescue 1 (R-1)	600.00
	3	Brush 1 (Brsh-1)	\$400.00
	4	Battalion chief (Batt-1)	\$200.00

b. HAND TOOLS

	Tool	Price
	Flathead axe	\$17.00
	Pickhead axe	\$17.00
	Long pike pole	\$17.00
	Sheetrock pike pole	\$17.00
	Short pike pole	\$17.00
	Pry axe	\$17.00
	Hooligan tool	\$17.00
	Bolt cutters	\$17.00
	Pry bar	\$17.00
	Fire rake	\$17.00
	Shovels	\$17.00
	Scoops	\$17.00
	Brooms	\$12.00
	All hand tools	\$12.00

c. FIRE EQUIPMENT

	Tool	Price
	Foam nozzle	\$55.00
	Foam eductor	\$50.00
	AFFF foam - per gallon	\$40.00
	Class A foam - per gallon	\$25.00
	Piercing nozzle	\$40.00
	M/S fog nozzle	\$55.00
	M/S straight bore nozzle	\$30.00
	Salvage cover	\$28.00
	SCBA pack	\$85.00
	Hall runner	\$18.00
	Portable tank	\$75.00
	PPV fan - per hour	\$55.00
	Generator, portable - per hour	\$55.00
	Generator - per hour	\$55.00
	Chain saw - per hour	\$45.00
	Water extinguisher	\$22.00

	Dry chemical extinguisher	\$45.00
	CO ₂ extinguisher	\$45.00
	Scene lights	\$22.00
	Portable pump - per hour	\$95.00
	Float pump - per hour	\$65.00
	Water vests	\$30.00
	Thermal imaging camera	\$75.00
	Heat detection gun	\$75.00
	Sawzall	\$55.00

d. HAZARDOUS MATERIAL EQUIPMENT

	Supplies/Service	Price
	Absorbent - per bag	\$23.00 17.0
	Absorbent booms	\$60.00 40.0
	Top sol	\$35.00
	Disposable coveralls	\$30.00
	Neoprene gloves	\$20.00
	Latex gloves	\$6.00
	Over boots	\$25.00
	Disposable goggles	\$15.00
	Gas plug kit	\$50.00
	Plug and dike	\$65.00
	Drum liners	\$10.00
	Barricade tape	\$22.00
	Poly sheeting	\$55.00
	Removal of hazardous material	\$150.00
	Disposal of hazardous material	\$150.00
	Gas multi meter	\$65.00
	CO ₂ meter	\$65.00
	Terrazyme	\$70.00
	Microblaze - per quart	\$10.00
	Microblaze - per 5 gallons	\$150.00

e. RESCUE EQUIPMENT

	Tool	Price
	Spreaders	\$250.00
	Cutters	\$250.00
	Rams	\$250.00
	Air bags	\$250.00
	K-12 saw	\$55.00
	Target saw	\$55.00
	Ajax tool	\$25.00
	K-tool	\$25.00
	Windshield tool	\$15.00
	Rescue blanket	\$32.00
	Rope	\$25.00

f. AMBULANCE/TRANSPORT/TRANSFER FEES

	<u>Transfer/Transport for Ambulance Aircrew</u>	<u>\$337</u>
	<u>Institutional Charge for Nonreimbursed Patient</u>	<u>\$337</u>
	BLS Non-Emergency	\$600
	BLS Emergency	\$770
	ALS Non-Emergency	\$800
	ALS 1 Emergency	\$830
	ALS 2 Emergency	\$955
	Transport medical team: with or without Patient; to or from destination. (one way)	\$350
	Mileage Fee (Per Patient Mile)	\$10
	Out of City, Still in County *Additional Charge	\$100
	Out of County transport over 150 miles *Additional Charge	\$200
	Standby Services *Four (4) hour minimum Games/events	\$85 /hour \$340

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 21, 2016

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute a Declaration of Easement, declaring a 20' wide perpetual easement for public utilities out of J. Fenner Survey No. 1, Abstract No. 4985, owned by the City of San Angelo, and being located adjacent to U. S. Highway 67 & 277 (C.Preas)

Summary/History:

The City has been requested to grant a public utility easement over a City- owned parcel so that a privately owned parcel may obtain public utilities.

The easement request was initiated by E & B Bryant Properties, LLC, owners and developers of a 15.570 acre parcel, fronting U.S. Highway 67 & 277 and adjacent to the City-owned parcel.

The 20' wide utility easement, totaling 3,743 square feet, will benefit current and future development in the area.

Financial Impact:

None

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-----------------------------------|------------------------------------|
| 1. Survey Declaration of Easement | Survey Declaration of Easement.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

U.S. HIGHWAY 67 & 277

(VARIABLE WIDTH R.O.W.)

PROPOSED 3743 S.F. UTILITY EASEMENT



Ref.: Remainder of
15.570 Acre Tract
Inst. No. 201505860

PROPOSED
E & B BRYANT PROPERTIES NORTH
SECTION ONE

J. FENNER
SURVEY NO. 1
ABSTRACT NO. 4985

REF.: Delek Marketing &
Supply, LP
Vol. 199, Pg. 586 OPR
22.27 Ac.

ACCESS EASEMENT
CALLED TRACT TWO
O.P.R.T.C.

REF.: City of San Angelo
Remainder of 5278.9 Ac.
Vol. 327, Pg. 65 OPR

80' R.O.W. EASEMENT (CHANNEL U)
THE STATE OF TEXAS
VOLUME 382, PAGE 526
D.R.T.C.T.

PLAT SHOWING A SURVEY OF A 3743 S.F.
UTILITY EASEMENT OUT OF J. FENNER SURVEY
NO. 1, ABSTRACT NO. 4985, CITY OF SAN
ANGELO, TOM GREEN COUNTY, TEXAS.

Certification is hereby made that a survey was made on the ground under my
supervision according to the minimum standards of the Professional Land Surveying
Practices Act and the General Rules of Procedures and Practices set forth by the
Texas Board of Professional Land Surveying.
This survey is prepared for the exclusive use and benefit of the City of San
Angelo. Use of this survey by a third party may not be transferred or assigned.
Not valid without the signature and the original seal of a Registered Professional
Land Surveyor.

Surveyed on the ground April 26, 2016.



SCALE: 1"= 40'



BEARINGS ARE BASED HEREON
ARE BASED ON TEXAS COORDINATE
SYSTEM NAD83 - TEXAS CENTRAL
ZONE BY GPS OBSERVATION.



ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.655.1288
FAX: 325.657.8189
FIRM No.: 10102400
www.skge.com

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 21, 2016

Item type: Consent Item

Caption:

Second reading and adoption of 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 (J.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

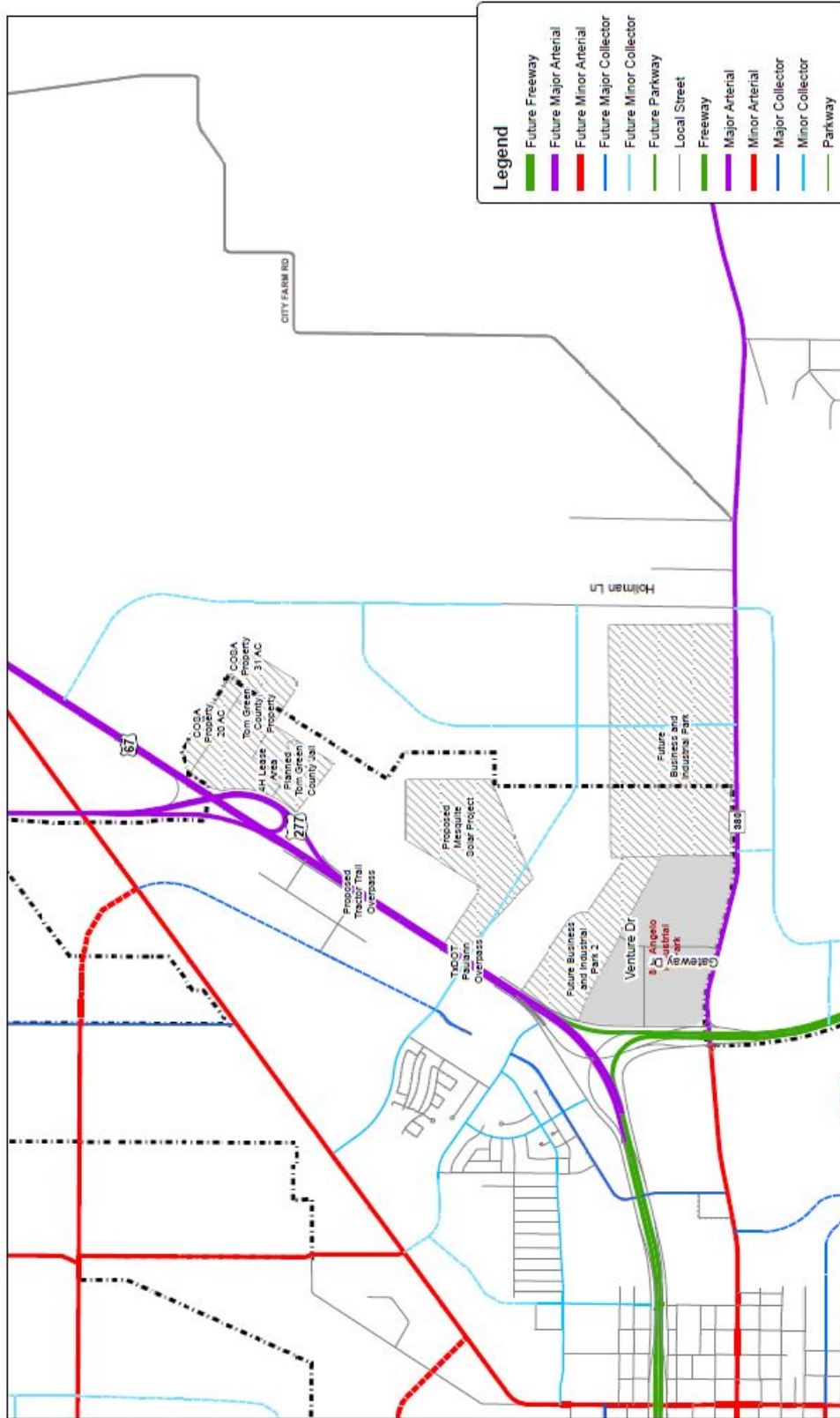
Commissioner Jackson and seconded by Commissioner Smith. The motion carried unanimously, 7-0.

Action Requested:

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

Attachments:

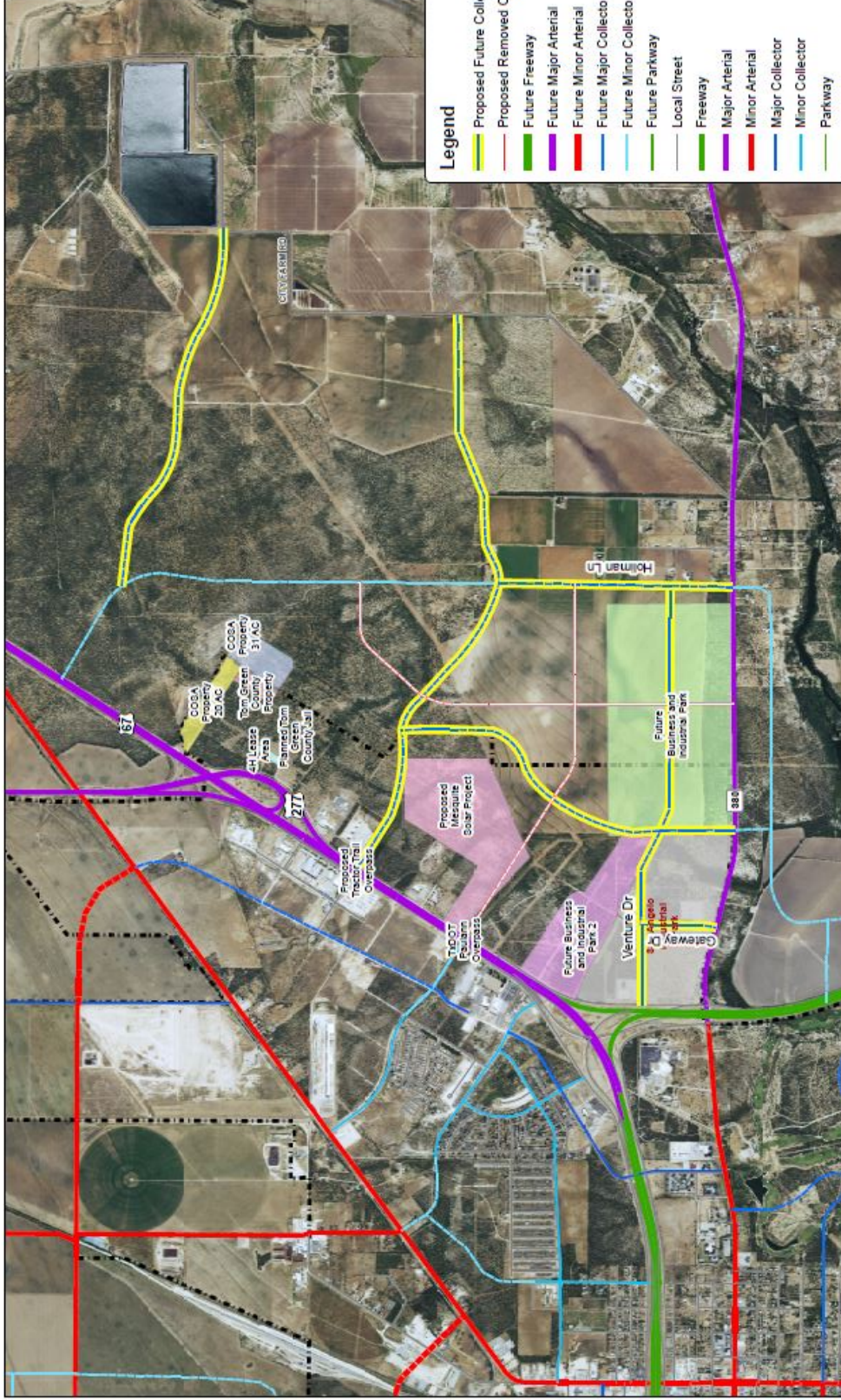
Aerial Map
Major Thoroughfare Map Amendment
Future Land Use Map
Zoning Map



Existing 2016 Master Thoroughfare Plan

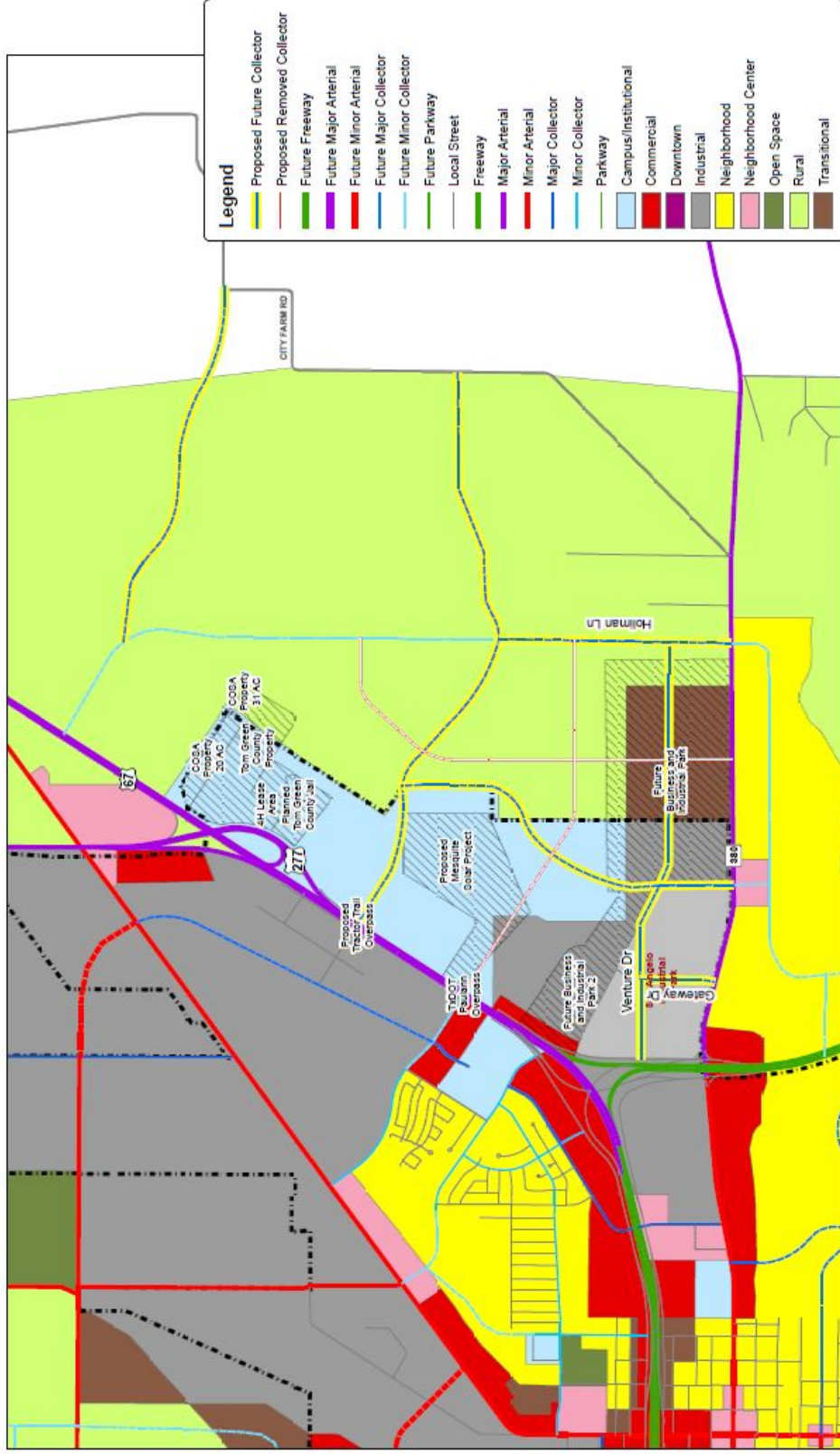


1 inch = 2,121 feet



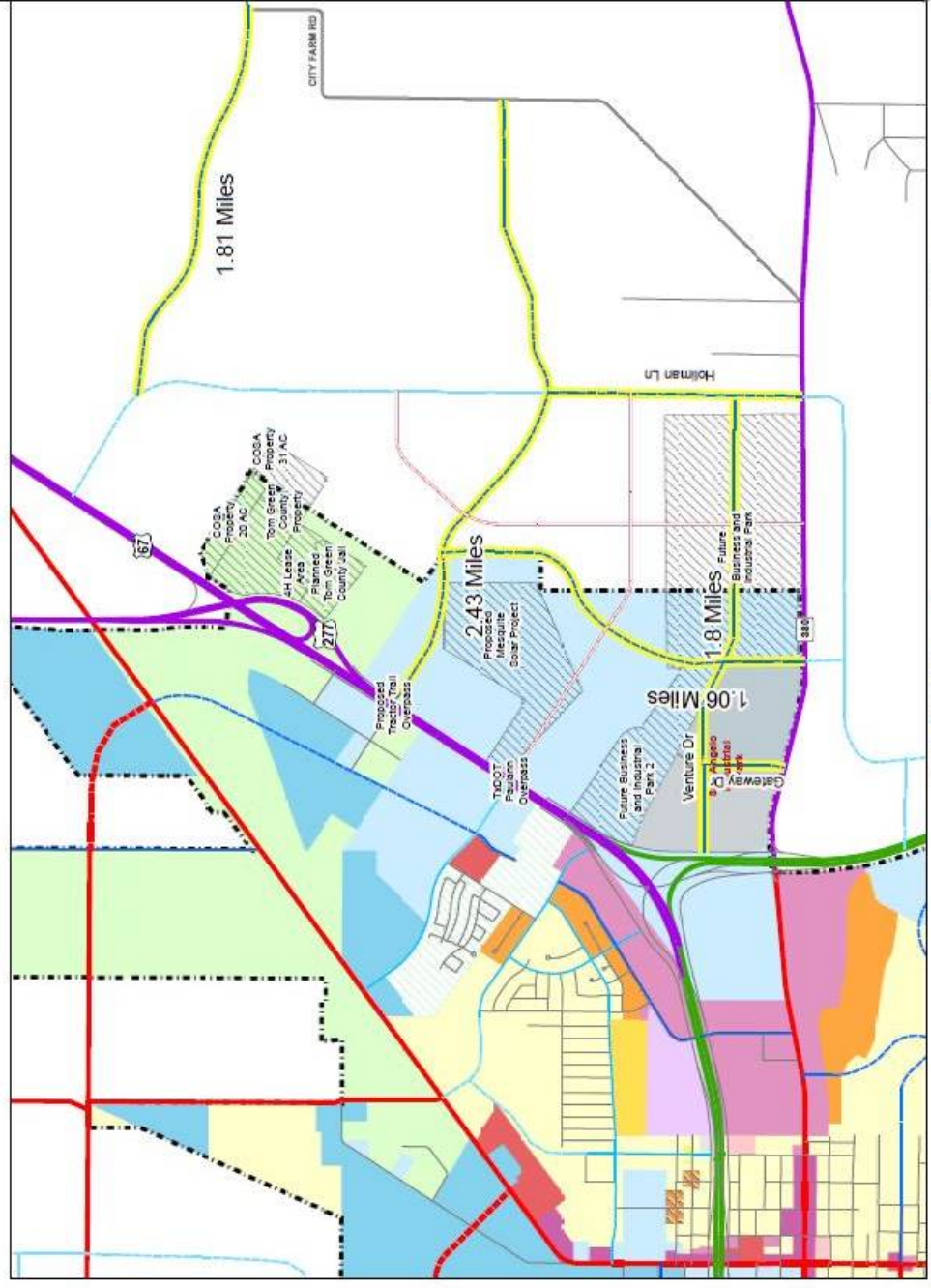
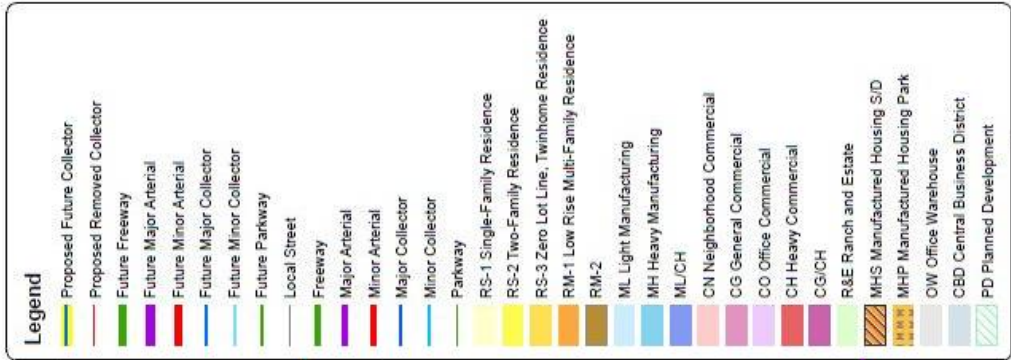
2016 Master Thoroughfare Plan Amendment





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

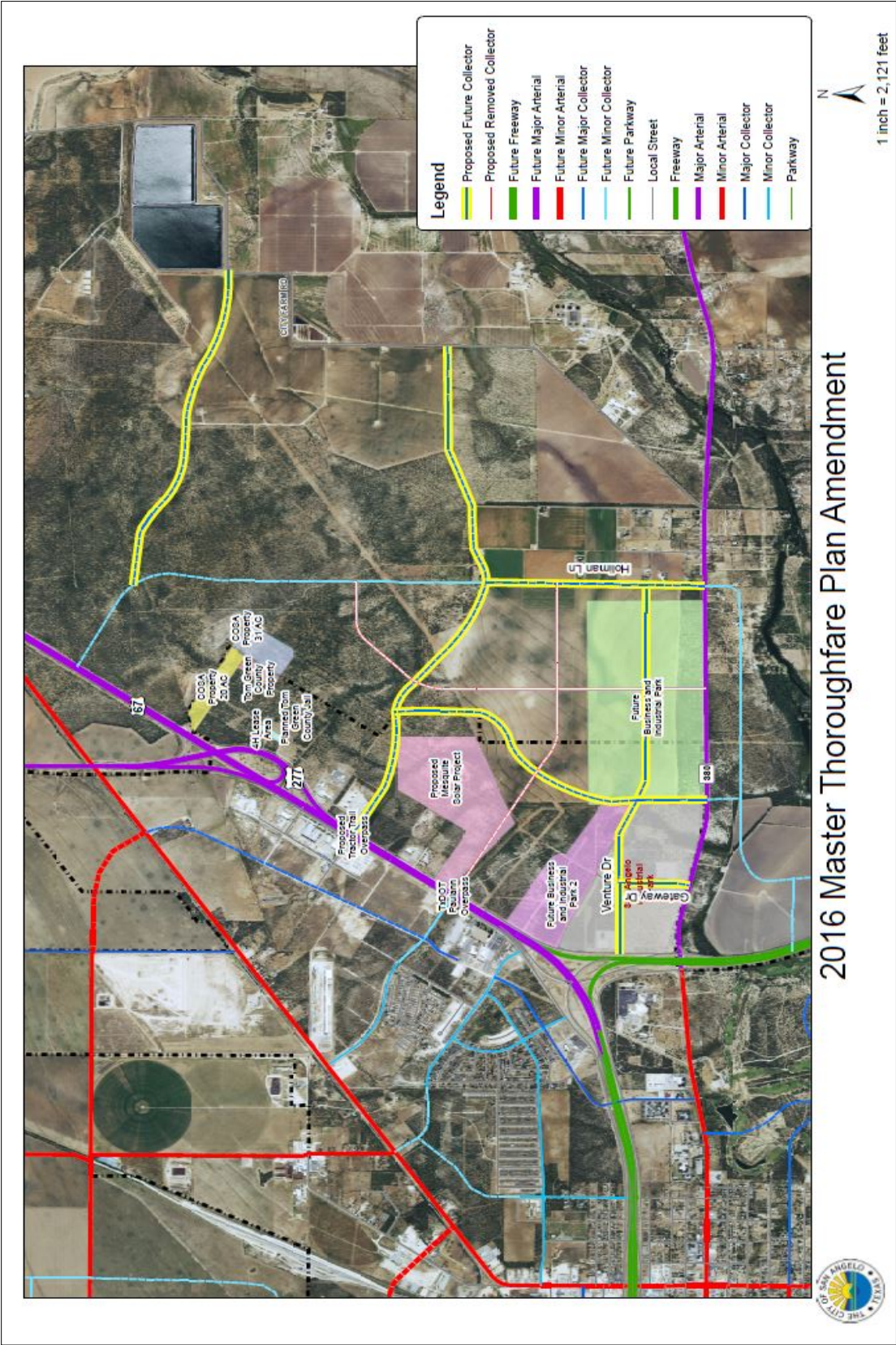
Approved as to Content:

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: Morgan Chegwiddden, Budget Manager, Budget, 325-653-6291

Meeting Date: June 21, 2016

Item type: Consent Item

Caption:

Second reading and adoption of an ordinance amending the 2015-2016 budget for capital projects and donations (M.Chegwidddden)

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

Meeting Date: June 21, 2016

Item type: Regular Item

Caption:

First Reading and Public Hearing for Case Z16-03, an Ordinance approving a request from SA Bent Tree Apartments, LP to authorize a Rezoning from the General Commercial (CG) Zoning District and the Office Commercial (CO) Zoning District to the Low Rise Multi-Family Residence (RM-1) Zoning District, on 7.31 acres generally located 300 feet west of the intersection of Sunset Drive and Foster Road - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On April 14, 2016, the applicant submitted this request for a Rezoning from the General Commercial (CG) and Office Commercial (CO) Zoning District to the Low Rise Multi-Family Residential (RM-1) Zoning District. The subject site is 7.31 acres and the entire site is zoned General Commercial (CG), except for the 1.1-acre southwest corner which is zoned Office Commercial (CO). The purpose of the request is to consolidate the split Zoning of an existing two-story multi-family apartment complex in order to facilitate the construction of a new 790-square foot fitness center building on the property. The fitness center will be located within the northeast portion of the site next to the Management Office/Clubhouse building facing Sunset Drive. When the existing apartments were constructed in 1999, they were permitted uses in the previous Zoning Districts C-G and C-O, the precursors of the current CG and CO Zoning Districts. When the current Zoning Ordinance took effect on January 4, 2000, multi-family apartments were removed from the list of permitted uses in the new CG and CO Zoning Districts, making the apartments a legal non-conforming use. The proposed Rezoning, if approved, would permit the apartments to be an Allowed use, outright. Moreover, future expansions would not have to return to the Planning Commission for approval.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------------|---------------------------------------|
| 1. | Z16-03 Staff Report | PL_Z16-03 Bent_Tree_Staff Report.docx |
| 2. | Z16-03 Draft Ordinance | PL_Z16-03 Bent_Tree_Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra
Jon James

Created/Initiated
Approved

Theresa James
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval

STAFF REPORT

**City Council**

Meetings: June 21, 2016
July 12, 2016

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

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

Staff Planner: Jeff Fisher
Planner I

Case: Z16-03

Request: A request for approval of a Rezoning from the General Commercial (CG) Zoning District and the Office Commercial (CO) Zoning District to the Low Rise Multi-Family Residence (RM-1) Zoning District

Location: 1625 Sunset Drive; generally located approximately 300 feet west of the intersection of Sunset Drive and Foster Road

Legal

Description: Being 7.31 acres in Tract D, less the west 200 feet of the north 398 feet, Sunset Joint Venture Addition, City of San Angelo, Texas

Size: 7.31 acres

General Information

Future Land Use: Transitional

Current Zoning: Southwest 200 feet by 240 feet corner
of property (1.1 acres):
Office Commercial (CO)

Remainder of property (6.21 acres):
General Commercial (CG)

Existing Land Use: 28 Two-story Multifamily Apartment
Buildings

Surrounding Zoning / Land Use:

North:	Low Rise Multifamily Residence (RM-1) Office Commercial (CO)	The Annex Apartments Victory Christian Center
West:	General Commercial (CG) Low Rise Multifamily Residence (RM-1)	Sunset Self-Storage Units Sunset Apartments
South:	General Commercial (CG) Office Commercial (CO)	Vacant Land, Loop 306
East:	General Commercial (CG)	Texas Department of Public Safety

District: SMD #1 – Rodney Fleming

Neighborhood: Rio Vista

Thoroughfares/Streets:

Per the Master Thoroughfare Plan (MTP), Sunset Drive is classified as an “Urban Collector Street,” designed to collect Local Street traffic to Arterial Streets at a moderate speed. Urban Collector Streets are required to have a minimum paving width of 50 feet and a minimum right-of-way width of 60 feet. Sunset Drive has a paving width of 60 feet and a right-of-way width of 80 feet, in compliance with the MTP.

The West Loop 306 Frontage Road is identified in the Major Thoroughfare Plan (MTP) as a TxDOT right-of-way. Because it is not a City-owned and maintained road, no specifications are listed in the MTP.

History and Background:

On April 14, 2016, the applicant submitted this request for a Rezoning from the General Commercial (CG) and Office Commercial (CO) Zoning District to the Low Rise Multi-Family Residential (RM-1) Zoning District. The subject site is 7.31 acres and the entire site is zoned General Commercial (CG), except for the 1.1-acre southwest corner which is zoned Office Commercial (CO). The purpose of the request is to consolidate the split Zoning of an existing two-story multi-family apartment complex in order to facilitate the construction of a new 790-square foot fitness center building on the property. The fitness center will be located within the northeast portion of the site next to the Management Office/Clubhouse building facing Sunset Drive. When the existing apartments were constructed in 1999, they were permitted uses in the previous Zoning Districts C-G and C-O, the precursors of the current CG and CO Zoning Districts. When the current Zoning Ordinance took effect on January 4, 2000, multi-family apartments were removed from the list of permitted uses in the new CG and CO Zoning Districts, making the apartments a legal non-conforming use. The proposed Rezoning, if approved, would permit the apartments to be an Allowed use, outright. Moreover, future expansions would not have to return to the Planning Commission for approval.

Analysis:

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

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

The proposed Rezoning to Low Rise Multifamily Residential (RM-1) would appear to be consistent with the Comprehensive Plan's (aka Vision Plan's) Future Land Use designation of "Transitional." Transitional areas "provide for a scaling back of activity from more intense areas to neighborhood which should be more passive in character" and "allow for more appropriate uses such as office, live-work, mixed-use, and residential activity along these corridors." As indicated above, the existing apartment complex has existed on the property since 1999 and provides a transition between the Texas Department of Public Safety and church facility to the east, and the Low Density Multi-Family Residential (RM-1) Zoning District which already exists to the west.

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

The RM-1 Zoning District would allow for the construction of a two-story, multi-family development. The site currently contains a two-story multi-family complex, and, while in limited circumstances does not meet some of the required setbacks for that District, overall, the intent of the Zoning Ordinance is still maintained. Further, a proposed expansion (fitness center), complies with all development standards of the RM-1 Zoning District. The apartments require 206 parking spaces (72, 2-bedroom units x 1.75 spaces/unit and 40, 3-bedroom units x 2 spaces/unit), and the fitness center and existing clubhouse require 7 parking spaces (total 2,515 square feet/400 square feet of floor area), for a total of 213 spaces required. The Site Plan submitted by the applicant delineates 226 parking spaces, and therefore, there is sufficient parking, in compliance with the Zoning Ordinance.

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

The apartment complex on the property appears to be compatible with the surrounding area. There are existing apartment complexes immediately to the west (Sunset Apartments) and to the north of the property (The Annex). The property provides a gradual transition between more intense institutional uses to the east, the Texas Department of Public Safety and Victory Christian Center, and the existing residential uses to the west and north.

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

As indicated previously, the apartments are a legal, nonconforming use, erected prior to 2000 when the new Zoning Ordinance removed “multi-family uses” from the list of permitted uses in the CO and CG Zoning Districts. A Rezoning to an RM-1 Zoning District would permit the existing apartment complex to be an Allowed use, by right, and permit future expansions to occur without Planning Commission approval.

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

Effects on the natural environment would appear to be minimal as the property already has existing multi-family structures and parking areas already paved. Future development will require building permits which would include a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.

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

The existing apartment complex was constructed in 1999 and provides the City with much needed multi-family rental housing stock. Most of the City's residential zoning is for single family residences, with RS-1 Zoning, and the proposed Rezoning to Low Rise Multi-Family Residential (RM-1) provides for more flexibility to those who may be seeking rental living and not purchasing a home, such as students, military families, and seniors.

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

Access to the property is from Sunset Drive, a Collector Street, which connects to Foster Road which extends south to Loop 306. As indicated above, the existing development has existed since 1999 and there would be no adverse impacts on existing development patterns by rezoning the property.

Notification:

On April 28, 2016, six (6) notifications were mailed out within a 200-foot radius of the properties, and on April 30, 2016, notice was published in the San Angelo Standard-Times as required for Rezoning which require a public hearing before City Council. As of June 3, 2016, there were zero (0) responses in favor and zero (0) in opposition of the request.

Planning Commission Recommendation:

On May 16, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for a Rezoning from the General Commercial (CG) Zoning District and the Office Commercial (CO) Zoning District to the Low Rise Multi-Family Residence (RM-1) Zoning District on the property. The following is the complete excerpt of the minutes from the May 16, 2016, meeting for this case:

Jeff Fisher, Planner, outlined the request for a Zone Change to an RM-1 Zoning District to legalize an existing apartment complex, Bent Tree Apartments, and to facilitate construction of a new 790-square foot fitness center on the property. Mr. Fisher explained that when the apartment complex was built in 1999, it was a permitted use under the previous "C-G" Zoning on the property, and that after the year 2000, apartments were removed from the new "CG" Zoning District. He indicated that a Rezoning is now required to legally recognize the existing apartments again on the property, and to allow for future expansions without the need for Planning Commission approvals of nonconforming use expansions.

Mr. Fisher outlined the Planning Division's recommendation for approval, including that the existing apartment complex provides a transition between nonresidential uses like the Texas Department of Public Safety and church to the east and more residential development to the west, that the development complies with the development standards of the Zoning Ordinance, that the apartment complex has existed in the area since 1999, and that it is compatible with surrounding uses.

Mr. Justin MacDonald, one of the property owners, indicated he was available to answer any questions.

There was no further public comment.

Commissioner Crisp made a Motion to recommend **APPROVAL** of the request, and Commissioner Smith seconded the Motion. The Motion passed unanimously, 7-0.

Staff's Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the General Commercial (CG) Zoning District and the Office Commercial (CO) Zoning District to the **Low Rise Multi-Family Residence (RM-1) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Site Plan
Excerpt of RM-1 Permitted Uses and Provisions



Subject Property



Zoning Case File

Case Z16-03: Bent Tree

Council District: Rodney Fleming (SMD#1)

Neighborhood: Rio Vista

Scale: 1" approx. = 250 ft

Subject Property: 1625 Sunset Drive

Legend

Subject Properties: —

Current Zoning: CG and CO

Requested Zoning Change: RM-1

Vision: Transitional

N





Zoning Case File

Case Z16-03: Bent Tree

Council District: Rodney Fleming (SMD#1)

Neighborhood: Rio Vista

Scale: 1" approx. = 250 ft

Subject Property: 1625 Sunset Drive

Legend

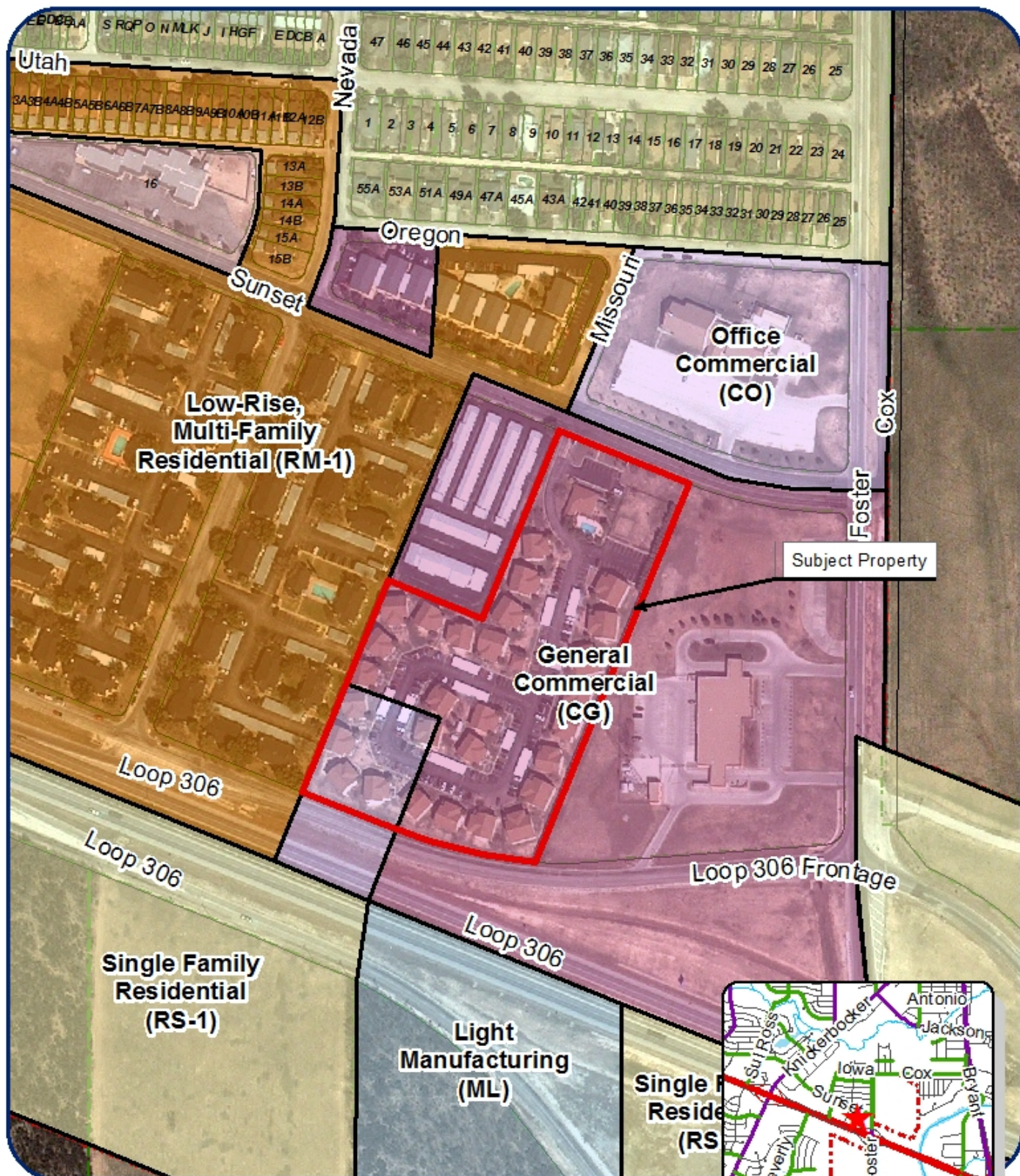
Subject Properties: —

Current Zoning: CG and CO

Requested Zoning Change: RM-1

Vision: Transitional





Zoning Case File

Case Z16-03: Bent Tree

Council District: Rodney Fleming (SMD#1)

Neighborhood: Rio Vista

Scale: 1" approx. = 250 ft

Subject Property: 1625 Sunset Drive

Legend

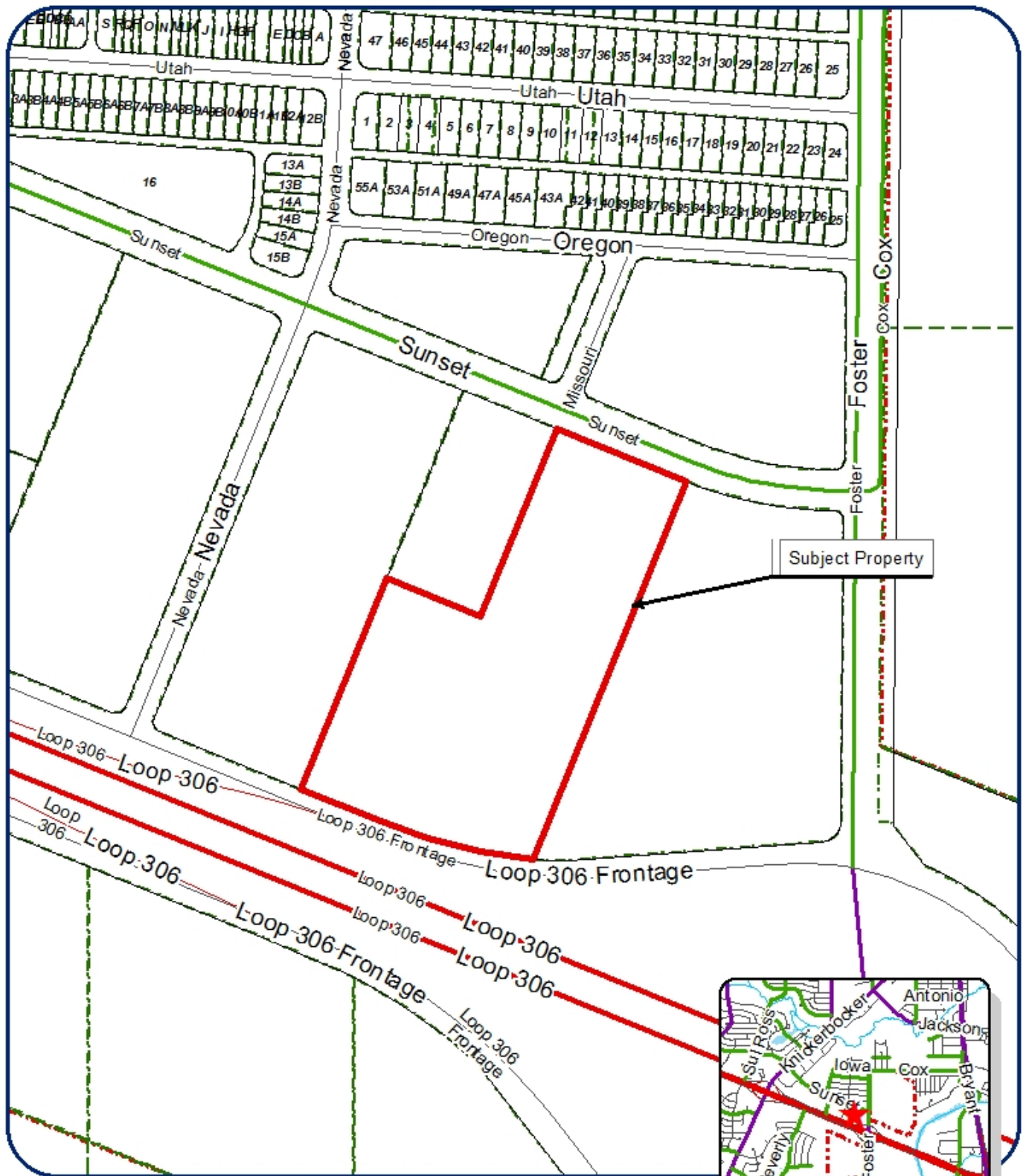
Subject Properties: —

Current Zoning: CG and CO

Requested Zoning Change: RM-1

Vision: Transitional





Zoning Case File

Case Z16-03: Bent Tree

Council District: Rodney Fleming (SMD#1)

Neighborhood: Rio Vista

Scale: 1" approx. = 250 ft

Subject Property: 1625 Sunset Drive

Legend

Subject Properties: —

Current Zoning: CG and CO

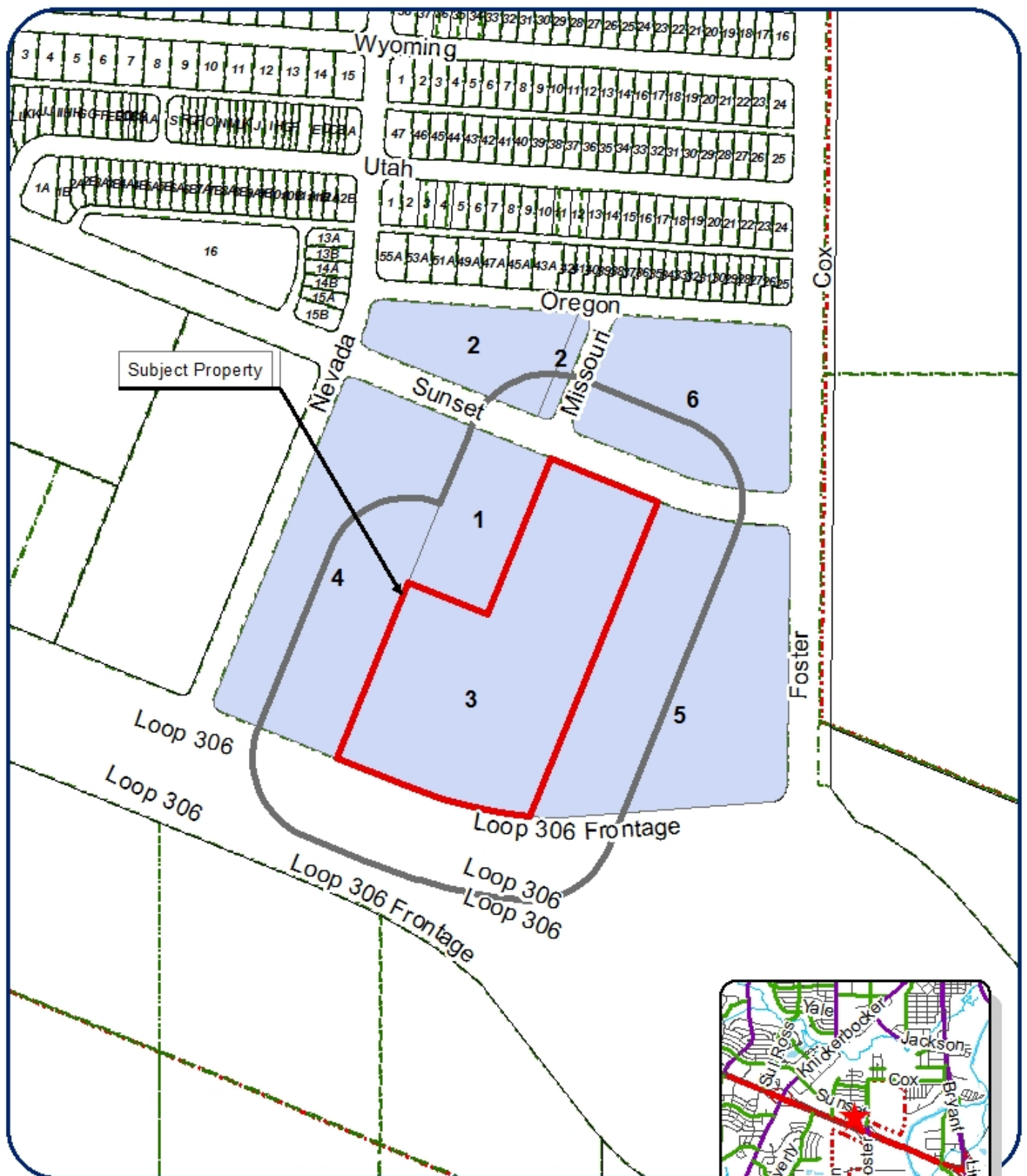
Requested Zoning Change: N/A

Vision: Transitional



N





Zoning Case File

Case Z16-03: Bent Tree

Council District: Rodney Fleming (SMD#1)

Neighborhood: Rio Vista

Scale: 1" approx. = 300 ft

Subject Property: 1625 Sunset Drive

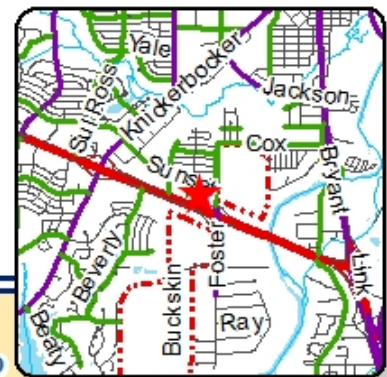
Legend

Subject Properties: —

Current Zoning: CG and CO

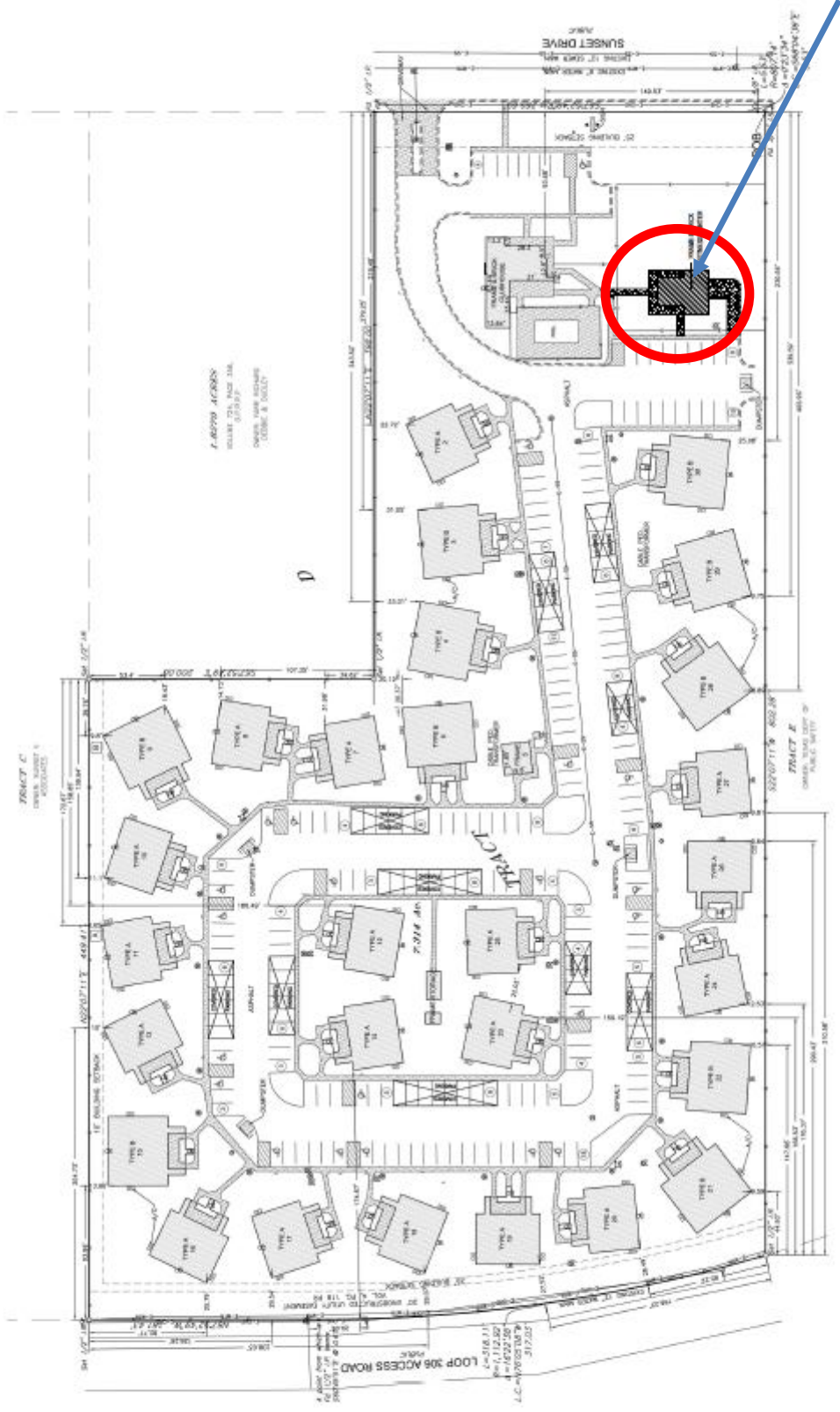
Requested Zoning Change: RM-1

Vision: Transitional



Site Plan (not part of approval)

Proposed Fitness Center





Planning Division
106 S. Chadbourne
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

PLANNING DIVISION

LOW RISE MULTI-FAMILY RESIDENCE (RM-1) ZONING DISTRICTS

Allowed Uses:

- Low-rise, two-story or walk-up apartments
- Group living
- Day care for children or adults

Conditional Uses:

- Religious institutions
- Public safety and emergency services
- Telecommunication facilities
- Schools
- Self-service storage facilities

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

Special Uses:

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

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

Required Setbacks:

Front Setback: 25 feet for single-family, multi-family, and group living facilities;
25 feet for twinhomes, townhouses, and zero lot line homes on arterial streets;
15 feet for twinhomes, townhouses, and zero lot line homes on non-arterial streets;

Side Setback: 10 feet for multi-family dwelling units or group homes;
5 feet for single- and two-family dwellings;

Rear Setback: 20 feet for single- and two-family dwellings, multifamily residential and group living structures;
10 feet for twinhomes, townhouses; and zero lot line homes

Setbacks refer to the distance that a structure must be 'set back' off of the appropriate property line. For example, the front setback of 25 feet means that the front wall of the structure must be separated by at least 25 feet from the front property line of the lot. This 25 feet must be open and unobstructed, except for the following exceptions: (1) projection

of window sills, belt courses and other ornamental features for a distance of 12 inches or less; (2) projection of chimneys and flues for a distance of 3 ½ feet or less; (3) projection of eaves and awnings for a distance of 2 feet or less; and (4) open or lattice-enclosed fire escapes and fireproof outside stairs, for a distance of 3 ½ feet or less.

Maximum Floor Area Ratio: 0.75

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

Maximum Height: 35 feet, or 2 ½ stories

Building height is measured from the average established grade at the street lot line, or from the average natural ground level, if higher, to the following point:

(1) for a Flat Roof, the highest point of the roof's surface; (2) for a Mansard Roof, to the deck line; or (3) for a Hip or Gable Roof, to the mean height between eaves and ridge. The following structures are excluded in the calculation of height: chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio or television towers, satellite dish antennas, ornamental cupolas, domes or spires, and parapet walls not exceeding four feet in height.

Minimum Lot Size:

- 5,000 square feet for single-family residences
- 6,500 square feet for two-family residences
- 2,500 square feet for zero lot line or twinhome residences
- 1,875 square feet for townhouse residences
- 7,000 square feet for multifamily residences or group living facilities

Maximum Density: 25 units per acre

Required Off-Street Parking:

- 2 spaces per dwelling unit for single-family and two-family residences
- 1 space per dwelling unit for group living facilities
- 2 spaces per dwelling unit for 3 bedroom apartments or larger
- 1.75 spaces per dwelling unit for 2 bedroom apartments
- 1.5 spaces per dwelling unit for 1 bedroom apartments

This is by no means an exhaustive list of Zoning District requirements but meant only as a guide.

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: **1625 Sunset Drive; generally located approximately 300 feet west of the intersection of Sunset Drive and Foster Road; more specifically being 7.31 acres in Tract D, less the west 200 feet of the north 398 feet, Sunset Joint Venture Addition, a request for approval of a Zone Change from the General Commercial (CG) Zoning District and the Office Commercial (CO) Zoning District to the Low Rise Multi-Family Residence (RM-1) Zoning District;** PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

RE: Z16-03: SA Bent Tree Apartments, L.P.

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

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: That the basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo on January 4, 2000, and included within Chapter 12 of the Code of Ordinances for the City of San Angelo, be and the same is hereby amended insofar as the property hereinafter set forth, and said ordinance generally and the zoning map shall be amended insofar as the property hereinafter described:

1625 Sunset Drive; generally located approximately 300 feet west of the intersection of Sunset Drive and Foster Road; more specifically being 7.31 acres in Tract D, less the west 200 feet of the north 398 feet, Sunset Joint Venture Addition, zoned General Commercial (CG) Zoning District and Office Commercial (CO) Zoning District shall henceforth be permanently zoned as follows: Low Rise Multi-Family Residence (RM-1) Zoning District.

The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

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

SECTION 3: That the following severability clause is adopted with this amendment:

SEVERABILITY:

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

SECTION 4: That the following penalty clause is adopted with this amendment:

PENALTY:

Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

INTRODUCED on the **21st day of June, 2016**, and finally PASSED, APPROVED AND ADOPTED on this the **12th day of July, 2016**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: June 21, 2016

Item type: Regular Item

Caption:

First Reading and Public Hearing for Case PD16-01, an Ordinance approving a request from Paul Holden to authorize a Rezoning from the General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District, on 5.116 acres generally located 90 feet southwest of the intersection of Martin Luther King Drive and West 29th Street - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On April 14, 2016, the applicant submitted this request for a Rezoning to a Planned Development (PD) Zoning District in order to facilitate the construction of a 3-story, 72-unit apartment complex for senior resident living on 5.116 acres of the total 15.704-acre property. The remaining 10.588 acres will remain General Commercial (CG). The existing General Commercial (CG) Zoning District on the property does not permit for Household Living without either a Conditional Use from the Planning Commission, or a Rezoning from City Council. The Planned Development Zoning District is a tailor-made Zoning District designed for a specific purpose in a specific location, allowing for greater flexibility, improved design standards, and additional requirements such as landscaping and pedestrian connections. Given that the proposed apartment complex will be greater than two stories, Planning Staff is recommending that the Planned Development (PD) Zoning District utilize the High Rise Multifamily Residence (RM-2) Standards which allow for the proposed apartment building to be three stories.

The applicant has submitted a Concept Plan, Landscape Plan, Building Elevations, and Floor Plans. The 72-unit apartment building for independent living for seniors will comprise of 24 units per floor, with a clubhouse/management office and elevator in the center. Twenty-four of the units proposed will be 1-bedroom and forty-eight units will be 3-bedroom units. The applicant has indicated there will be at least three staff members on site to assist the seniors even though the apartments are for independent living. The main access to the property will be provided through a future access easement which will extend through the adjacent property at 613 West 29th Street north to West 29th Street. A secondary emergency access will be provided along the east portion of the property connecting to Martin Luther King Drive where the property has direct and abutting access. Sidewalk connections are also shown along the future access easement to West 29th Street and to Martin Luther King Drive, as well as internal crossings, to provide pedestrian safety and access to the commercial shopping centers and street network. A revised Concept Plan will be required extending the width of all driveways to 26 feet as required by the Fire Department.

The Landscape Plan provided delineates a diverse variety of deciduous and evergreen shade trees which are drought-resistant to the climate of West Texas. These include 5 new shade trees along Martin Luther King Drive, a prominent boulevard in the City, at the request of the Planning Division.

The Building Elevations depict a reddish brown brick veneer on the main floor of the building, with tan color cement board siding on the second and third floors. The roof would be comprised of asphalt shingles. The clubhouse area in the center of the building will be entirely brick.

The applicant will be required to Replat the property to reflect the future 5.116 acre Planned Development (PD) zoning boundary. It is recommended that the required access easement to West 29th Street be provided through the Replat. In addition, the applicant will require an Urban Design Review, as the proposed building will be greater than 25,000 square feet of gross floor area (95,554 square feet) and will be a multi-family development.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------|--|
| 1. | PD16-01 Staff Report | PL_PD16-01 87 & 29 LLC_Staff Report.docx |
| 2. | PD16-01 Draft Ordinance | PL_PD16-01 87 & 29 LLC_Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

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

STAFF REPORT



City Council

Meetings:

June 21, 2016
July 12, 2016

From:

Jon James, AICP
Director of Planning and Development Services

Through:

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

Planner:

Jeff Fisher
Planner I

Case:

PD16-01

Request:

A request for approval of a Zone Change from the General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District

Location:

An unaddressed tract; generally located approximately 90 feet southwest of the intersection of Martin Luther King Drive and West 29th Street

Legal

Description:

Being 5.116 acres out of 15.704 acres in the Lake View Towne Center Subdivision, Section One, Part of Lot 27, City of San Angelo, Texas

Size:

5.116 acres

General Information

Future Land Use: Neighborhood Center

Current Zoning: General Commercial (CG)

Existing Land Use: Vacant Land

Surrounding Zoning / Land Use:

North:	General Commercial (CG)	Wal-Mart North, Vacant Buildings
West:	General Commercial (CG)	Retail Commercial Plaza, Vacant Commercial Land
South:	Light Manufacturing (ML)	Single Family Residence, Longhorn Fork Lift Sales
East:	General Commercial/ Heavy Commercial (CG/CH)	Terrill Manufacturing Company

District: SMD #4 – Lucy Gonzales

Neighborhood: Blackshear

Thoroughfares/Streets:

Per the Master Thoroughfare Plan (MTP), Martin Luther King Drive is classified as an “Urban Collector Street,” designed to collect Local Street traffic to Arterial Streets at a moderate speed. Urban Collector Streets are required to have a minimum paving width of 50 feet and a minimum right-of-way width of 60 feet. Martin Luther King Drive has a right-of-way width of 100 feet, in compliance with the MTP, but a paving width of only 40 feet, which is substandard. However, the property was part of an existing approved subdivision plat, Lake View Towne Center, Section One, filed for record with the Tom Green County Clerk on April 25, 2006.

History and Background:

On April 14, 2016, the applicant submitted this request for a Rezoning to a Planned Development (PD) Zoning District in order to facilitate the construction of a 3-story, 72-unit apartment complex for senior resident living on 5.116 acres of the total 15.704-acre property. The remaining 10.588 acres will remain General Commercial (CG). The existing General Commercial (CG) Zoning District on the property does not permit for Household Living without either a Conditional Use from the Planning Commission, or a Rezoning from City Council. The Planned Development Zoning District is a tailor-made Zoning District designed for a specific purpose in a specific location, allowing for greater flexibility, improved design standards, and additional requirements such as

landscaping and pedestrian connections. Given that the proposed apartment complex will be greater than two stories, Planning Staff is recommending that the Planned Development (PD) Zoning District utilize the High Rise Multifamily Residence (RM-2) Standards which allow for the proposed apartment building to be three stories.

The applicant has submitted a Concept Plan, Landscape Plan, Building Elevations, and Floor Plans. The 72-unit apartment building for independent living for seniors will comprise of 24 units per floor, with a clubhouse/management office and elevator in the center. Twenty-four of the units proposed will be 1-bedroom and forty-eight units will be 3-bedroom units. The applicant has indicated there will be at least three staff members on site to assist the seniors even though the apartments are for independent living. The main access to the property will be provided through a future access easement which will extend through the adjacent property at 613 West 29th Street north to West 29th Street. A secondary emergency access will be provided along the east portion of the property connecting to Martin Luther King Drive where the property has direct and abutting access. Sidewalk connections are also shown along the future access easement to West 29th Street and to Martin Luther King Drive, as well as internal crossings, to provide pedestrian safety and access to the commercial shopping centers and street network. A revised Concept Plan will be required extending the width of all driveways to 26 feet as required by the Fire Department.

The Landscape Plan provided delineates a diverse variety of deciduous and evergreen shade trees which are drought-resistant to the climate of West Texas. These include 5 new shade trees along Martin Luther King Drive, a prominent boulevard in the City, at the request of the Planning Division.

The Building Elevations depict a reddish brown brick veneer on the main floor of the building, with tan color cement board siding on the second and third floors. The roof would be comprised of asphalt shingles. The clubhouse area in the center of the building will be entirely brick.

The applicant will be required to Replat the property to reflect the future 5.116 acre Planned Development (PD) zoning boundary. It is recommended that the required access easement to West 29th Street be provided through the Replat. In addition, the applicant will require an Urban Design Review, as the proposed building will be greater than 25,000 square feet of gross floor area (95,554 square feet) and will be a multi-family development.

Analysis:

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

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

The proposed Planned Development (PD) Zoning with RM-2 development standards would appear to be consistent with the Comprehensive Plan's (aka Vision Plan's) Future Land Use designation of "Neighborhood Center." Neighborhood Centers "promote a mix of various uses at key intersections to encourage the necessary infill, densification, and walkability necessary for Neighborhood Centers." This Neighborhood Center corridor includes large blocks of retail commercial development at the Martin Luther King Drive and West 29th Street intersection including Wal-Mart and the Lake View Towne Center retail plaza. The policies also state that "residents of neighborhoods should be able to meet their daily shopping needs within approximately ½ mile of their home." A Planned Development in this location to allow for a multifamily apartment complex would be consistent with the Neighborhood Center policies encouraging a mix of uses within close proximity. In addition, the policies also recommend creating "new pedestrian linkages between neighborhoods and their associated Neighborhood Centers." The installation of a sidewalk connection on the northwest portion of the property extending to the retail plaza adjacent to West 29th Street provides additional convenience for residents. The residents of the new complex can satisfy their shopping needs within walking distance in a safe manner utilizing this sidewalk connection.

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

The proposed seniors' apartment complex will appear to comply with all development standards of the RM-2 Zoning District including all required setbacks, minimum lot area, minimum lot dimensions, maximum floor area ratio, and maximum density. The maximum floor area ratio - the gross floor area of the building divided by the total area of the lot - 95,444 square feet/222,852 square feet) – is 0.43 and the maximum in the RM-2 Zoning District is 1.0. The maximum density in an RM-2 Zoning District is 35 units per acre, and the development will have 14 units/acre, only 40% of the maximum allowed. 133 parking spaces have been provided on the Concept Plan. The twenty-four, 1-bedroom units require 1.5 spaces per unit, 36 spaces, and the forty-eight, 2-bedroom units require 1.75 spaces per unit, 84 spaces, for a total of 120 spaces. However, the clubhouse building requires 1 parking space for every 400 square feet (7873 square feet/400), and 20 spaces, leaving an overall deficiency of 7 parking spaces. The parking standards in the Zoning Ordinance for multi-family apartments do not distinguish the type of user as they do for nursing homes and assisted living facilities which require less parking. In this case, the Planning Division believes given that all the residents are seniors and are less likely to all own vehicles, 140 parking spaces would be unnecessary. Therefore, the Planning Division will recommend, as part

of the PD Ordinance, a separate parking standard of 133 spaces to reflect the proposed parking layout.

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

The apartment complex on the property appears to be compatible with the diverse mix of surrounding land uses and consistent with the aforementioned Neighborhood Center policies in the Comprehensive Plan. Residents are within walking distance of a retail commercial plaza and a large Wal-Mart store immediately to the north. There is also a large residential neighborhood just east of the commercial corridor along Martin Luther King Drive, and therefore, a new apartment complex would provide a balance of land use between the commercial and other residential areas in the vicinity.

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

The original Comprehensive Plan, in December 2013, designated the property as part of a "Highway Commercial" area, but the Plan update in 2009 changed this property's designation to "Neighborhood Center" as part of this corridor, which as mentioned previously, encourages a diverse mix of uses, not only commercial. The Planning Division believes that a multi-family apartment complex provides a balance in the Neighborhood Center corridor which has been exclusively commercial until now. Commercial businesses in this area would benefit from having additional consumers, and residents will benefit from nearby shopping amenities within walking distance, creating pedestrian linkages in the area.

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

Staff does not believe there would be any adverse impacts on the natural environment for the proposed apartment complex. Future development will require building permits which would include a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.

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

The Planning Division believes there is a community need for this project given an ageing demographic in San Angelo. According to the United States Census

American Community Survey for 2014, Seniors 65 years of age and older make up an estimated 14% of the San Angelo population, or 13,501 persons, approximately 1 in 7 residents. The Planning Division believes seventy-two new units in this location would assist in ensuring additional housing for seniors in the community, in a convenient location close to shopping and amenities.

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

Access to the property will be through a future access easement connecting to West 29th Street which is a Major Arterial Road that can accommodate large volumes of traffic. Given that this will be a senior's residential facility, it is anticipated there will be lower traffic volumes generated than other types of apartments. Planning Staff does not foresee any adverse impacts on existing development patterns by Rezoning the property.

Notification:

On April 28, 2016, twenty-four (24) notifications were mailed out within a 200-foot radius of the properties, and on April 30, 2016, notice was published in the San Angelo Standard-Times as required for Rezoning which require a public hearing before City Council. As of June 3, 2016, there were three (3) responses in favor and zero (0) in opposition of the request.

Planning Commission Recommendation:

On May 16, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for a Rezoning from the General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District, located approximately 90 feet southwest of the intersection of Martin Luther King Drive and West 29th Street, on 5.116 acres. The following is the complete excerpt of the Minutes from the May 16, 2016, meeting for this case:

Jeff Fisher, Planner, outlined the request for a Rezoning to a Planned Development (PD) Zoning District to allow for a seniors apartment complex on 5.116 acres of the 15.704-acre tract, south of West 29th Street, and west of Martin Luther King Drive. He explained that the primary access to the site would be from an access easement through an existing retail plaza along West 29th Street, and there would also be a secondary access for emergency vehicles from Martin Luther King Drive.

Mr. Fisher presented to the Planning Commissioners and members of the public a Concept Plan, color elevations, and Landscape Plan provided by the applicant. The seniors apartment complex is proposed to be a 3-story building with 72 units.

Mr. Fisher outlined the Planning Division's recommendation for approval, including that the proposed seniors apartment complex would achieve an appropriate land use mix, will comply with the RM-2 development standards in the Zoning Ordinance, will be compatible with the surrounding area including being located in close proximity to the Wal-Mart and retail plaza to the north, and will serve a community need for more senior living as 14% of San Angelo residents (or 1 in 7) are seniors, 65 years of age or older.

Commissioner Spano stated that he believed the proposed seniors complex would be a welcome change to the site, and that this use was needed in this location.

Commissioner Priess opened the item for public comment.

Mr. Alex Vias, a resident of this area, asked if the apartment complex could be for public housing, or only for the retirement center.

Mr. Fisher indicated that he understood the apartment complex would be for seniors housing only, but that the applicant was available to confirm.

Mr. Paul Holden of Zimmerman Properties, the applicant and owner of the property, indicated that there are private restrictions on the property for the next 15 years restricting the use of the site for seniors housing only. Mr. Holden also thanked Planning Staff for assisting him through the process.

Mr. Vias asked if there would be a sidewalk on Martin Luther King Drive.

Michael Osbourne of KAW Valley Engineering, the engineering firm for the applicant, addressed Mr. Vias' question regarding sidewalks. He indicated that City staff indicated to him that improvements to Martin Luther King Drive would be taking place soon, and that the applicant has included an internal, private sidewalk that will connect to a future sidewalk on Martin Luther King Drive. He further explained that the secondary access at this location for emergency vehicles would have a locked gate. Mr. Fisher reaffirmed Mr. Osbourne's comment that the private sidewalk would connect to a future public sidewalk along Martin Luther King Drive.

Mr. Vias asked if this development would be similar to another project at South Irene and Roosevelt Drive. Mr. Holden responded that he was not familiar with the other project.

There was no further public comment.

Commissioner Spano made a Motion to recommend **APPROVAL** of the request, subject to the two (2) Conditions outlined in the Staff Report, and Commissioner Jackson seconded the Motion. The Motion passed unanimously, 7-0.

Staff's Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the General Commercial (CG) Zoning District to the **Planned Development (PD) Zoning District, subject to the following ten (10) Conditions of Approval:**

Proposed Conditions:

1. Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the High Rise Multi-Family Residence (RM-2) Zoning District, unless specified as otherwise. All activities shall be limited to those associated with a multi-family development.
2. Overall site use shall be in accordance with the Concept Plan. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning Commission and City Council. Minor deviations may be approved by the Planning Director, provided no changes to the Zoning Ordinance are required.
3. Building facades shall be consistent and unified in architectural style, colors and materials, as detailed in the Building Elevations. The applicant shall submit a final color palette showing all proposed building colors to the Director of Planning & Development Services for approval. Additional building façade material types may be approved at the discretion of the Planning Director.
4. Landscaping shall be consistent with the plant materials and details, as detailed in the Landscape Plan.
 - A. Xeriscaping and water use reduction strategies shall be incorporated into overall landscape design through the use of drought tolerant plant species native and well suited to West Texas.
 - B. Landscaped areas may include planters, brick, stone, natural forms, or other landscape features that provide a park-like setting.
 - C. Landscaped areas, or plants, adjacent to pavement must be protected with a concrete curb or equivalent barrier such as:
 1. Asphalt curbs;
 2. Railroad ties (anchored);

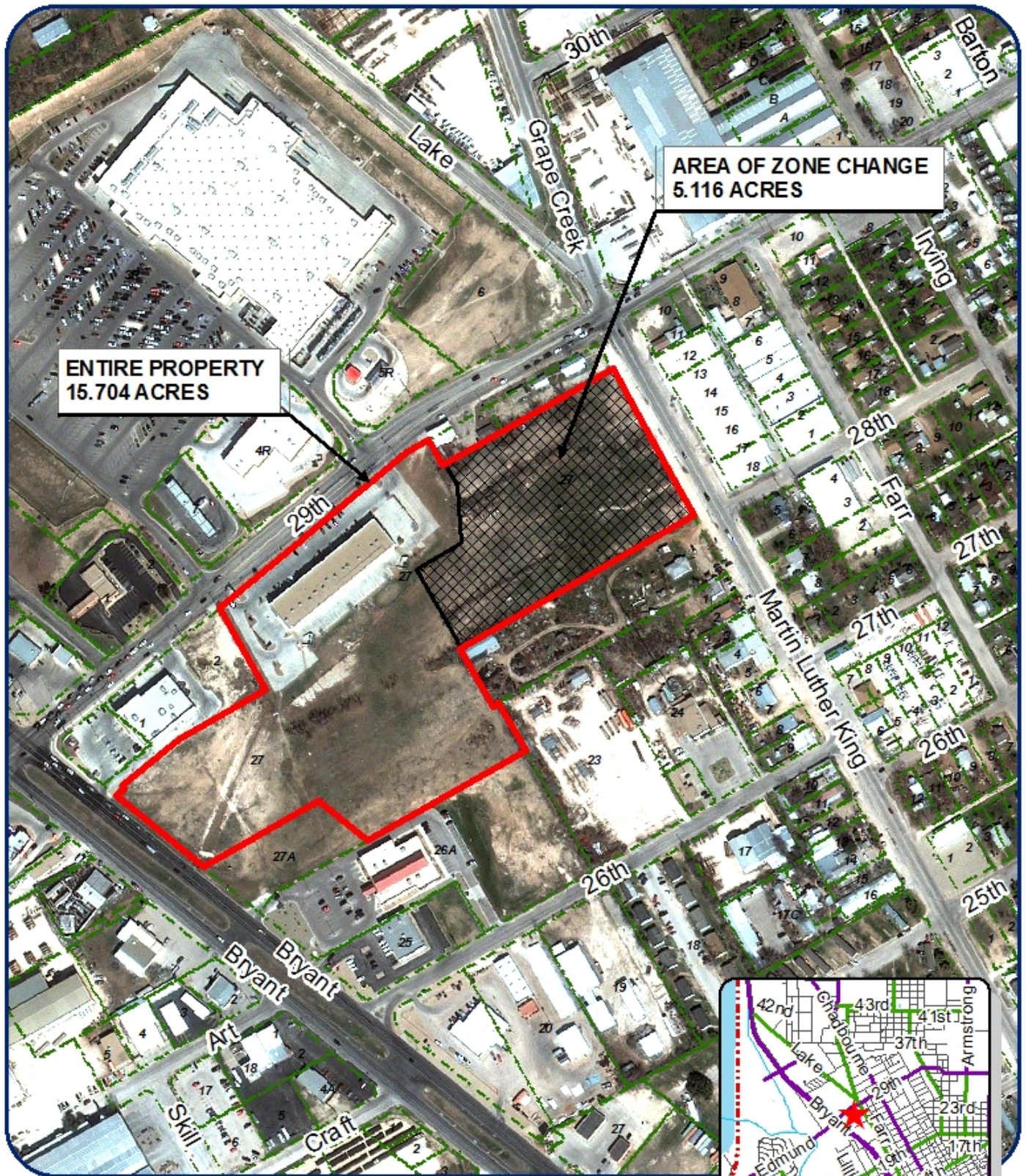
3. Rock or stone curbs (anchored); or
 4. Wheelstops (anchored).
 - D. Landscaping plant material shall be of healthy stock, be native and naturalized, and have low water requirements.
 - E. Dying or diseased landscaping plant material shall be replaced with an equivalent plant material.
 - F. Adequate soil depth and width to encourage healthy growth shall be provided.
 - G. The property owner shall be responsible for the irrigation of all required landscape areas and plant materials, utilizing one or a combination of the following methods:
 1. An automatic or manual underground irrigation system;
 2. A drip irrigation system;
 3. A rainwater capture system or equivalent; or
 4. Any other comparable method.
 - H. Landscaped areas planted with native grasses and wildflowers may use a temporary and above ground irrigation system and shall be required to provide irrigation only for the first 2 growing seasons.
 - I. Irrigation methods used shall:
 1. Provide a moisture level in an amount and frequency adequate to sustain growth of the plant material on a permanent basis; and
 2. Be maintained and kept operational at all times to provide for efficient water distribution.
 - J. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
 - K. All landscaping plants on the approved Landscape Plan, shall be a minimum 4 inch caliper and a height of 3 feet at time of planting. Shrubs and other plant material shall be a maximum of 36 inches in height. Trees shall have a minimum 72 inch clearance from grade to the lowest branches.
5. A minimum of 133 parking spaces shall be required for this Planned Development. Any amendments to facilitate new development may result in a new parking standard, as determined by the Director of Planning & Development Services. The applicant shall submit a revised Concept Plan to the Director of Planning &

Development Services delineating all driveways to be a minimum of 26 feet, as required by the Fire Department.

6. All proposed fencing and screening of garbage enclosures shall be approved through an Urban Design Review by the Planning Director, and as maintained on file in the offices of the Planning Division. Other usage of fencing material for property screening purposes, within the confines of the Concept Plan for this Planned Development shall be in accordance with the standards set forth in Section 509 of the Zoning Ordinance.
7. An Urban Design Review for the buildings, coloring, materials, landscaping, fencing, and other site features shall be submitted and approved by the Planning Director, and be maintained on file in the offices of the Planning Division.
8. The sidewalks as shown on the Concept Plan shall be no less than five feet in width, shall be installed prior to the issuance of a certificate of occupancy, and shall meet all TAS accessibility standards.
9. No outdoor storage shall be allowed within the boundaries of this Planned Development District.
10. A building permit shall not be acquired until a Replat for the subject 5.116-acre property is recorded with the Tom Green County Clerk. An access easement shall be required which includes a minimum 5-foot wide internal sidewalk extending through the adjacent property at 613 West 29th Street north to West 29th Street.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Response Letters
Concept Plan
Landscape Plan
Building Elevations
Floor Plans



Planned Development Case File
Case PD16-01: 87 & 29 LLC

Council District: Lucy Gonzales (SMD #4)

Neighborhood: Blackshear

Scale: 1" approx. = 300 ft

Subject Property: Unaddressed Tract, SW of MLKW 29th St

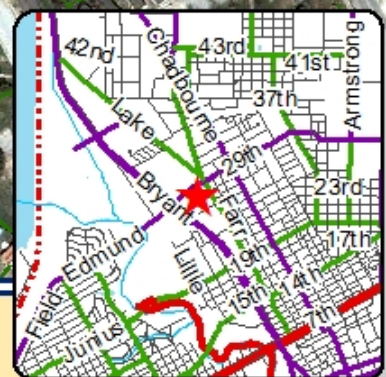
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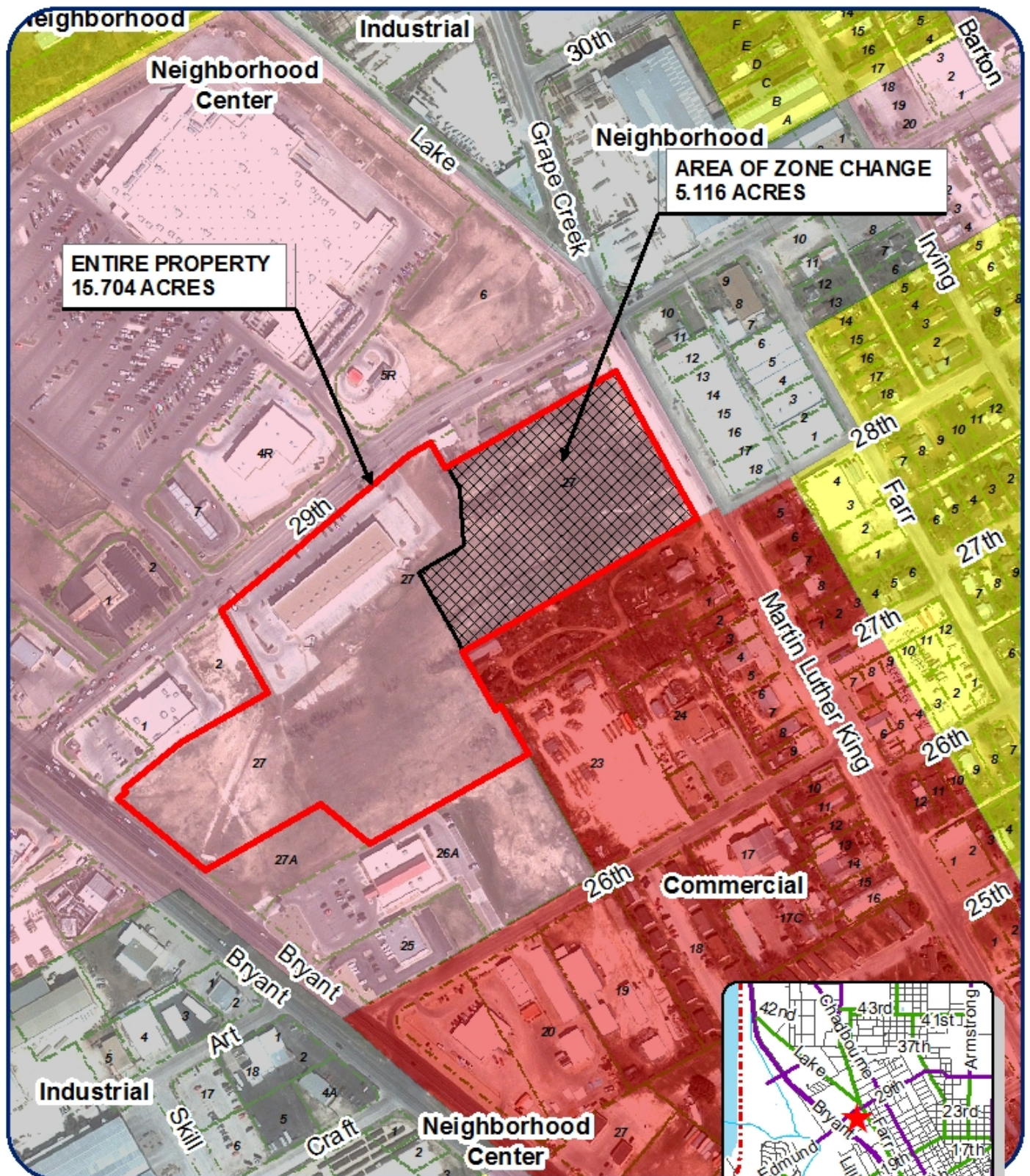
Subject Properties: 

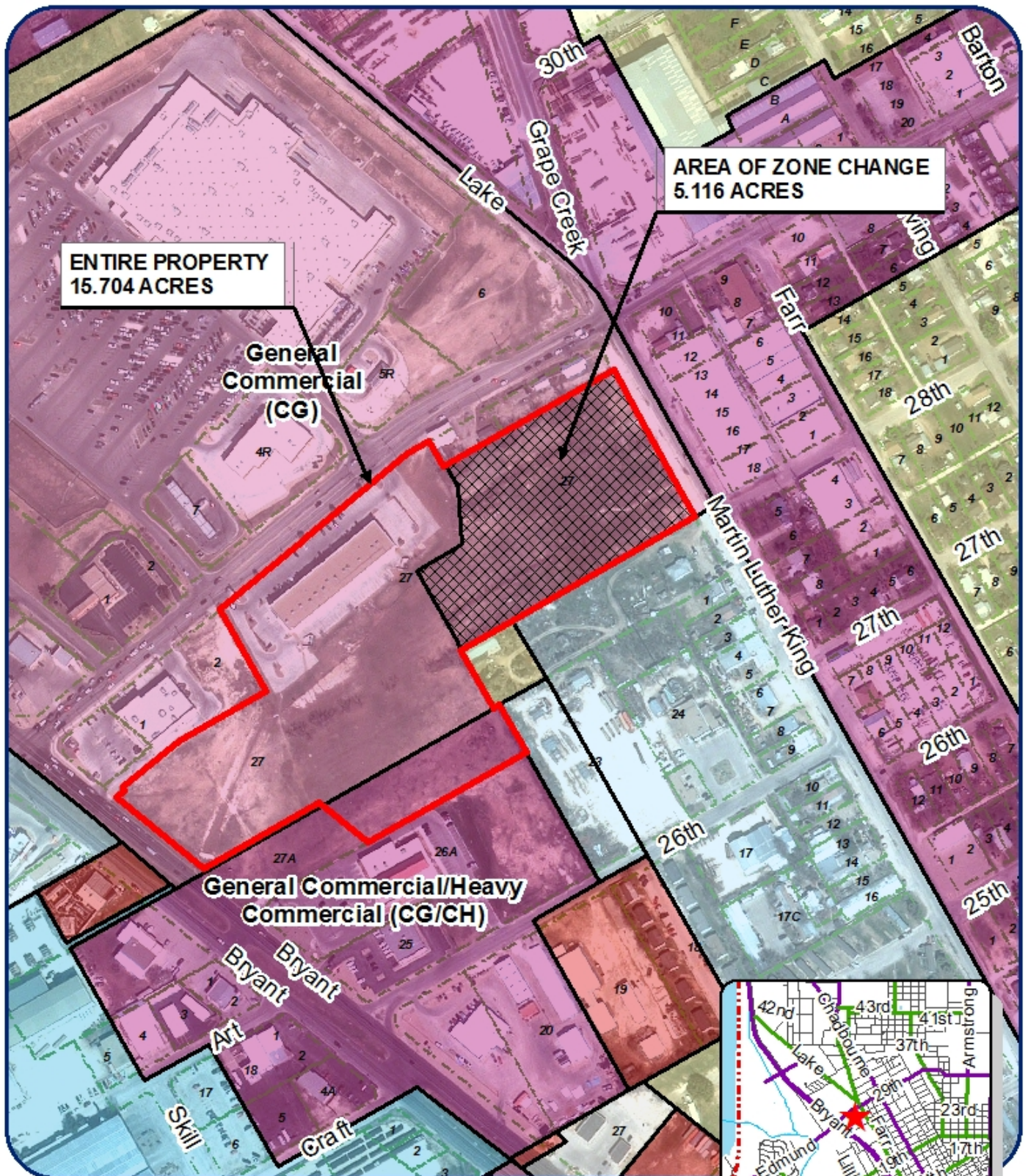
Current Zoning: **CG**

Requested Zoning Change: **PD**

Vision: **Neighborhood Center**







AREA OF ZONE CHANGE
5.116 ACRES

ENTIRE PROPERTY
15.704 ACRES

General
Commercial
(CG)

General Commercial/Heavy
Commercial (CG/CH)

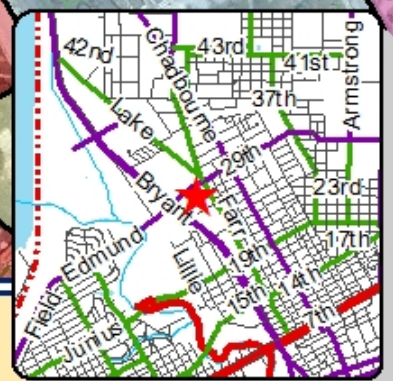
Planned Development Case File

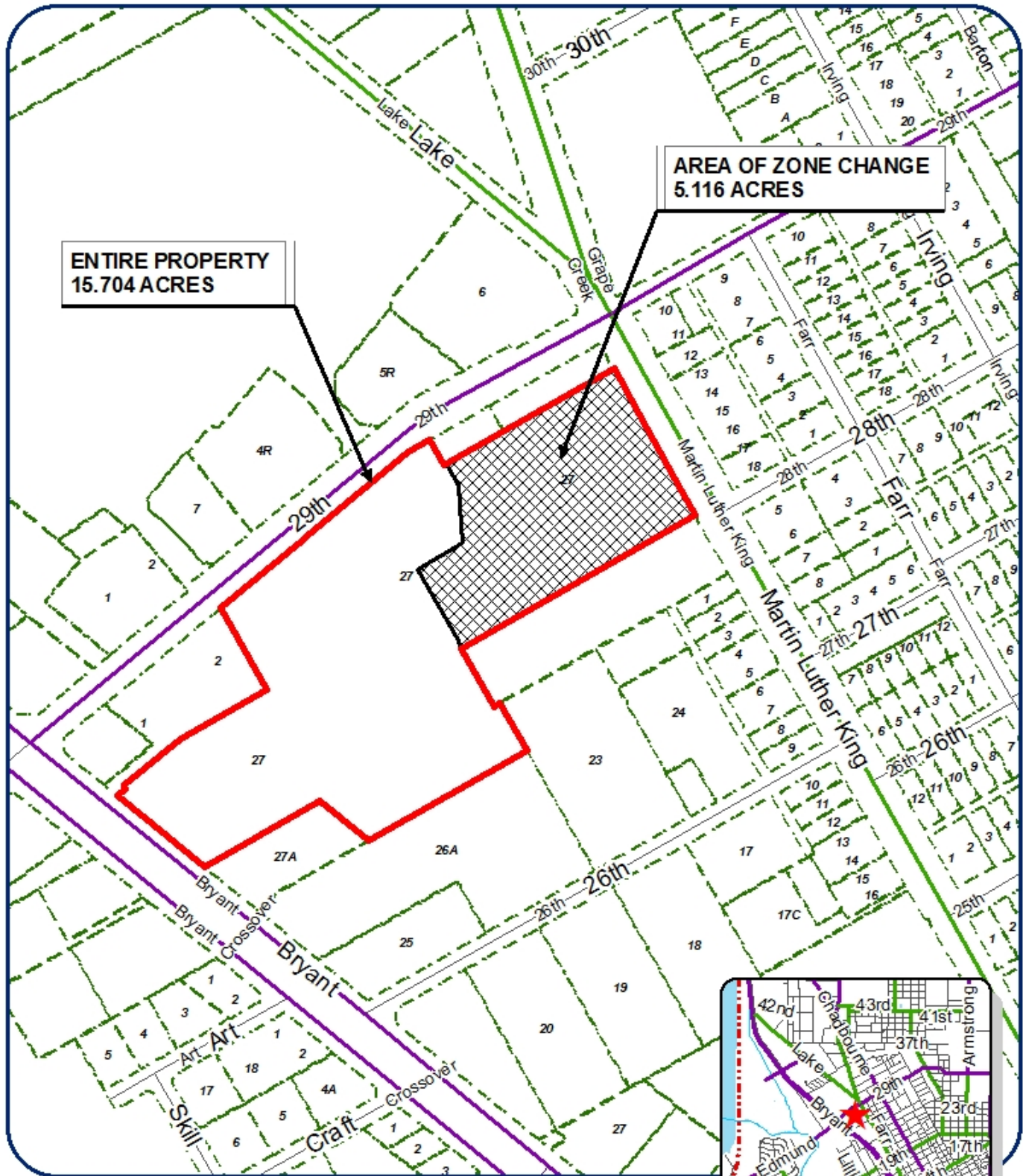
Case PD16-01: 87 & 29 LLC

Council District: Lucy Gonzales (SMD #4)
Neighborhood: Blackshear
Scale: 1" approx. = 300 ft
Subject Property: Unaddressed Tract, SW of MLKW 29th St

Legend

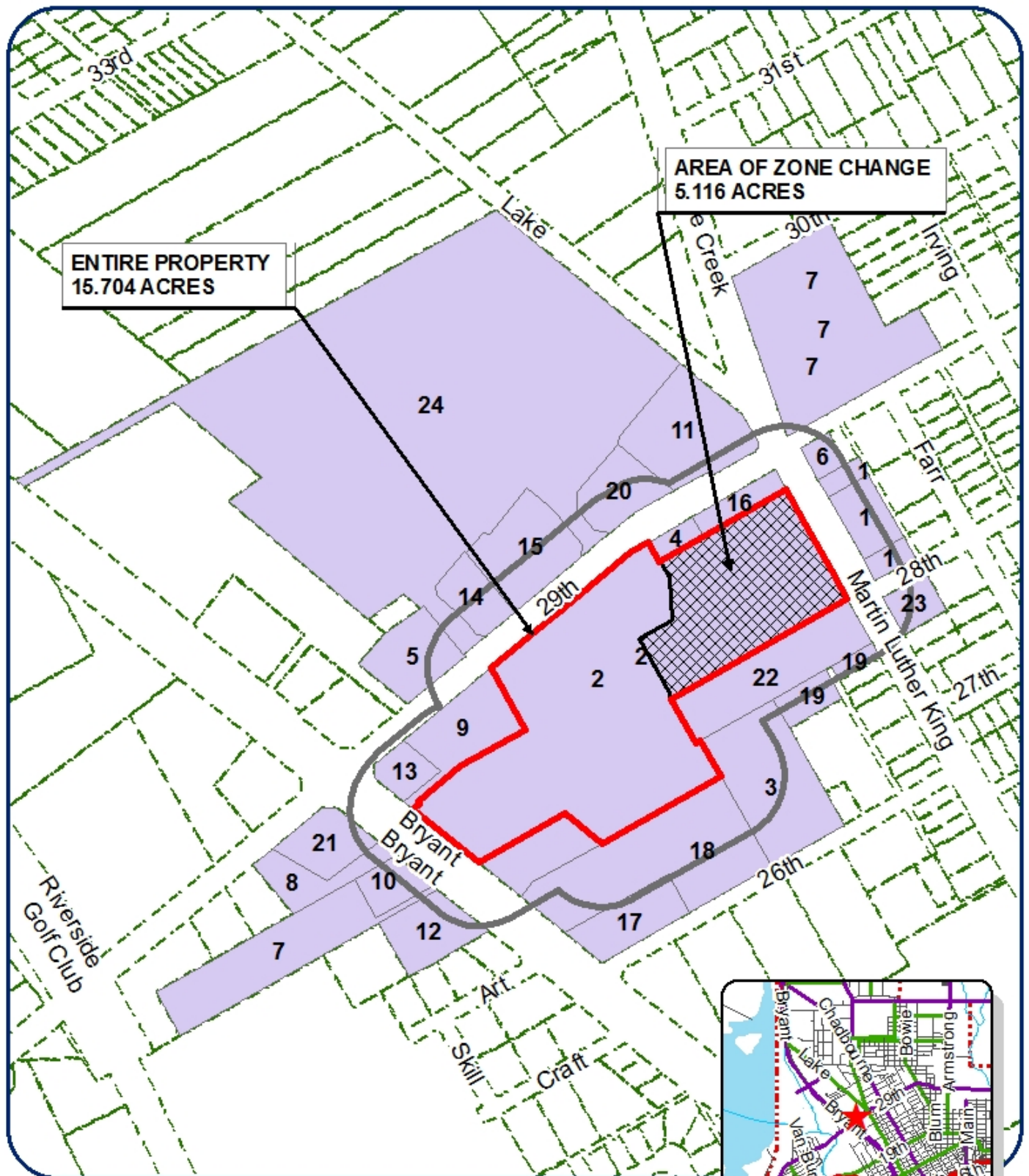
Subject Properties: —
Current Zoning: CG
Requested Zoning Change: PD
Vision: Neighborhood Center





Planned Development Case File		Legend	
Case PD16-01: 87 & 29 LLC		Subject Properties:	CG
Council District: Lucy Gonzales (SMD #4)		Current Zoning:	PD
Neighborhood: Blackshear		Requested Zoning Change:	Neighborhood Center
Scale: 1" approx. = 300 ft		Vision:	
Subject Property: Unaddressed Tract, SW of MLKW 29th St			



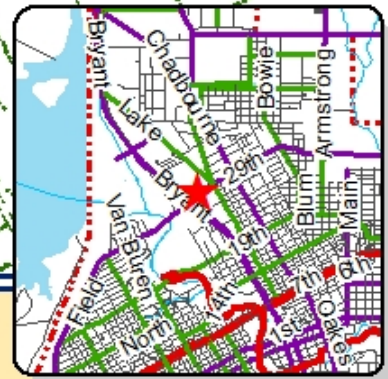


Planned Development Case File
Case PD16-01: 87 & 29 LLC

Council District: Lucy Gonzales (SMD #4)
 Neighborhood: Blackshear
 Scale: 1" approx. = 400 ft
 Subject Property: Unaddressed Tract, SW of MLK/W 29th St

Legend

Subject Properties: —
 Current Zoning: CG
 Requested Zoning Change: PD
 Vision: Neighborhood Center



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

(☒)

IN FAVOR

()

IN OPPOSITION

REASON(S) _____

RECEIVED
MAY 11 2016

Jeff Fisher Planning

NAME:

Ramon R. Ureste

ADDRESS:

2801 M.L.K.

San Angelo, Texas

SIGNATURE:

Ramon R. Ureste

PD16-01: 87 & 29 LLC

property owner number: *22*

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

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

(☒) IN FAVOR () IN OPPOSITION

REASON(S) To Have Tax-Base growth & development

RECEIVED
MAY 11 2016

Jeff Fisher

NAME: Maria B. STEPHENSON

ADDRESS: 1823 Edmond Blvd

SIGNATURE: Maria B. Stephenson

PD16-01: 87 & 29 LLC

property owner number: 19

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

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

(X) IN FAVOR () IN OPPOSITION

REASON(S) HAS NO EFFECT ON OUR BUSINESS BUT WILL
IMPROVE THE APPEARANCE OF THE AREA

RECEIVED
MAY 11 2016

Jeff Fisher, Planning

NAME: CHARLES ANDERSON PRESIDENT WESTERN TOWNS

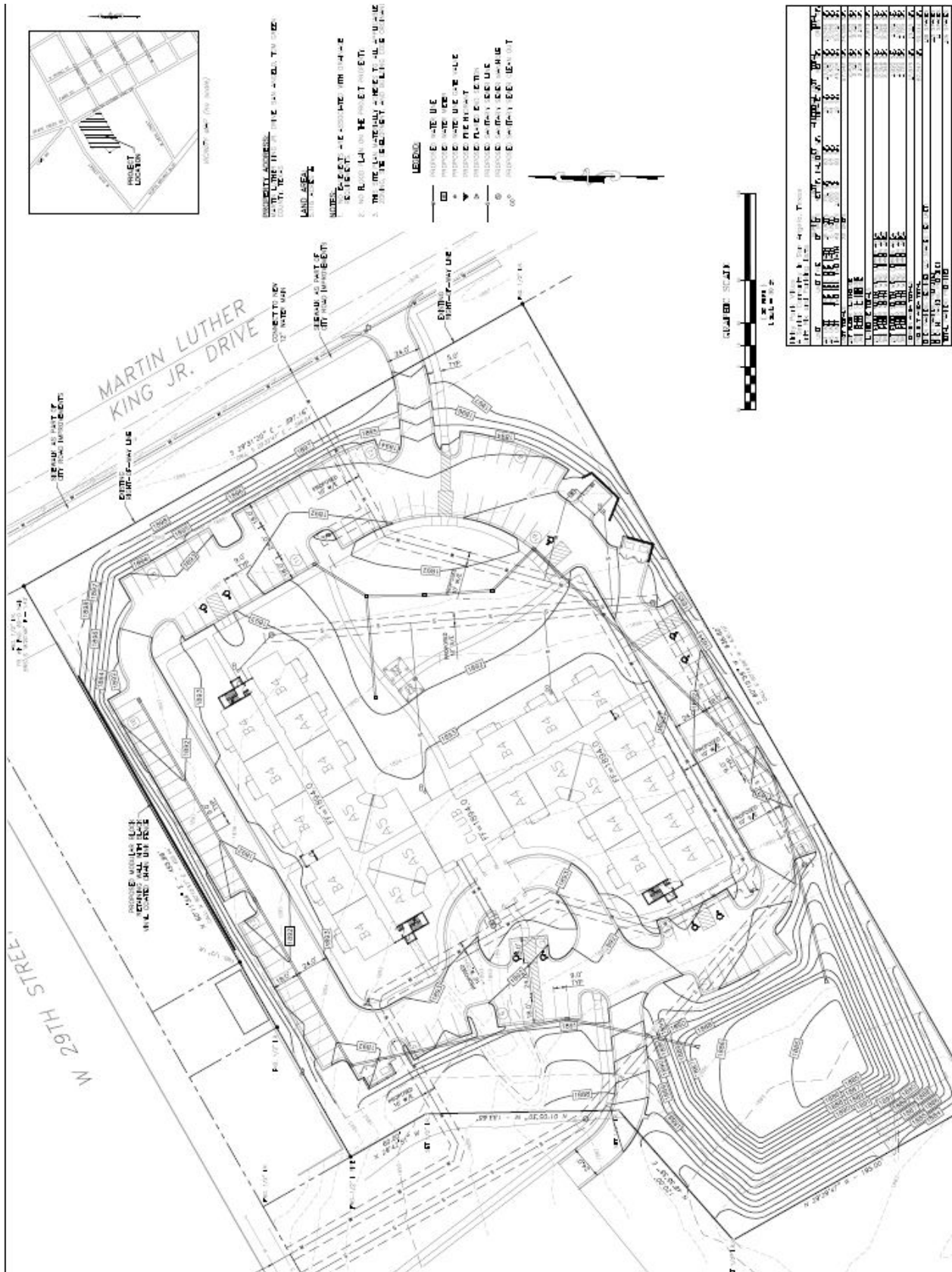
ADDRESS: 320 W 26TH ST
SAN ANGELO, TX 76903

SIGNATURE: *Charles Anderson*

PD16-01: 87 & 29 LLC
property owner number: 3

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

19



Landscape Plan



Building Elevations



Kirby Park Villas

A 72 unit Senior Community in San Angelo, Texas

Zimmerman
Investments
L.L.C.

1730 E. Republic Rd.
P.O. Box 3733
Springfield, MO 65805

Parker Associates Tulsa, LLC
1000 N. 10th Ave., Suite 100
Tulsa, OK 74103



Kirby Park Villas

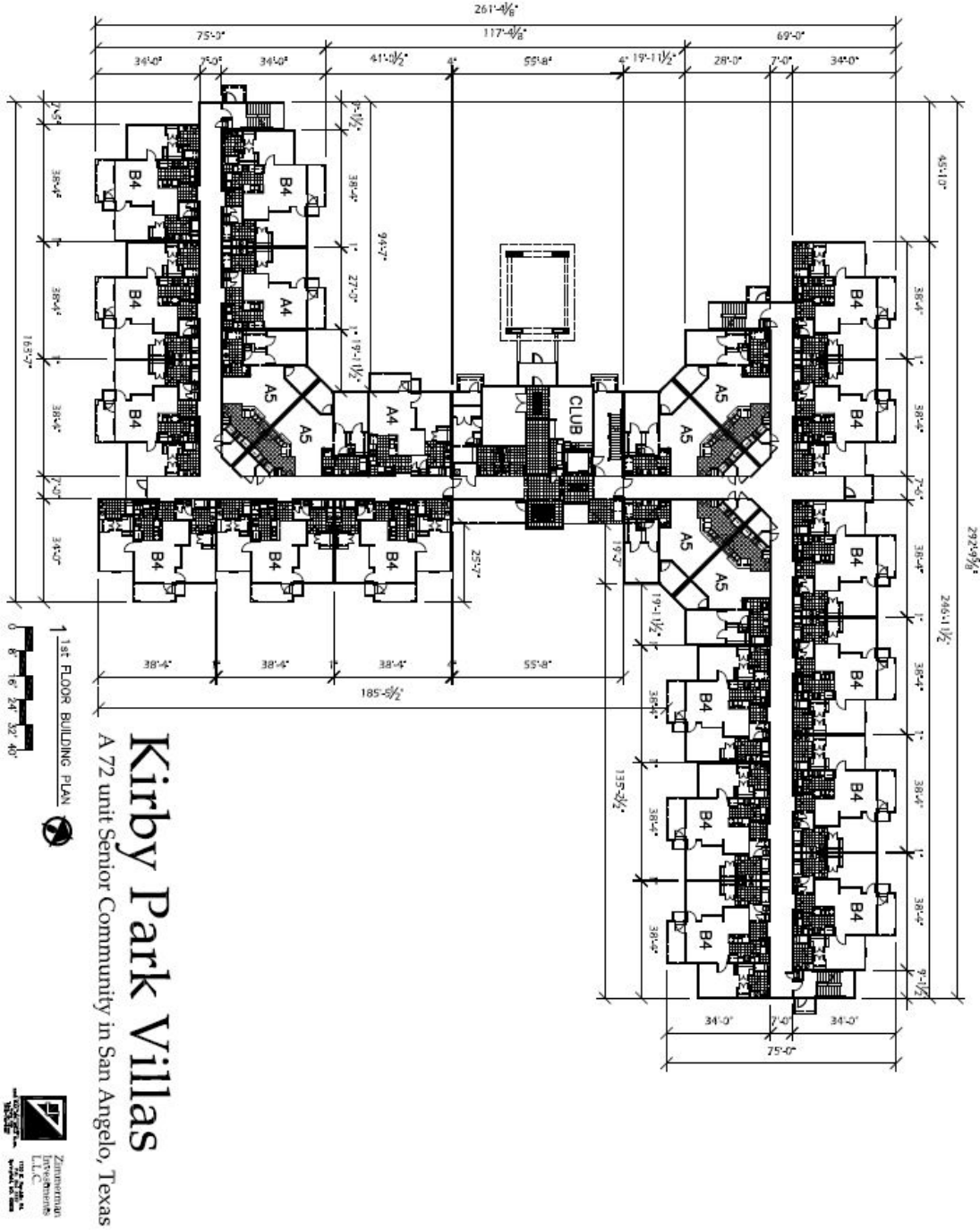
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P.O. Box 3733
Springfield, MO 65805

Parker Associates Tulsa, LLC
1000 N. 10th Ave., Suite 100
Tulsa, OK 74103

Sample Floor Plan (not part of approval)



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: **An unaddressed tract; generally located approximately 90 feet southwest of the intersection of Martin Luther King Drive and West 29th Street; more specifically being 5.116 acres out of 15.704 acres in the Lake View Towne Center Subdivision, Section One, Part of Lot 27, a request for approval of a Zone Change from the General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District;** PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

RE: PD16-01: 87 & 29 LLC

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

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: That the basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo on January 4, 2000, and included within Chapter 12 of the Code of Ordinances for the City of San Angelo, be and the same is hereby amended insofar as the property hereinafter set forth, and said ordinance generally and the zoning map shall be amended insofar as the property hereinafter described:

An unaddressed tract; generally located approximately 90 feet southwest of the intersection of Martin Luther King Drive and West 29th Street; more specifically being 5.116 acres out of 15.704 acres in the Lake View Towne Center Subdivision, Section One, Part of Lot 27, zoned General Commercial (CG) Zoning District shall henceforth be permanently zoned as follows: Planned Development (PD) Zoning District.

The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

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

SECTION 3: That the following severability clause is adopted with this amendment:

SEVERABILITY:

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

SECTION 4: That the following penalty clause is adopted with this amendment:

PENALTY:

Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

SECTION 5: Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the **High Rise Multi-Family Residence (RM-2) Zoning District**, unless specified as otherwise. All activities shall be limited to those associated with a multi-family development.

SECTION 6: Overall site use shall be in accordance with the **Concept Plan** shown in **Exhibit A** of this Ordinance. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning Commission and City Council. Minor deviations may be approved by the Planning Director provided no changes to the Zoning Ordinance are required.

SECTION 7: Building facades shall be consistent and unified in architectural style, colors and materials, as detailed in the **Building Elevations** shown in **Exhibit A** of this Ordinance. The applicant shall submit a final color palette showing all proposed building colors to the Director of Planning & Development Services for approval. Additional building façade material types may be approved at the discretion of the Planning Director.

SECTION 8: Landscaping shall be consistent with the plant materials and details, as detailed in the **Landscape Plan** shown in **Exhibit A** of this Ordinance.

- A. Xeriscaping and water use reduction strategies shall be incorporated into overall landscape design through the use of drought tolerant plant species native and well suited to West Texas.
- B. Landscaped areas may include planters, brick, stone, natural forms, or other landscape features that provide a park-like setting.

- C. Landscaped areas, or plants, adjacent to pavement must be protected with a concrete curb or equivalent barrier such as:
 - 1. Asphalt curbs;
 - 2. Railroad ties (anchored);
 - 3. Rock or stone curbs (anchored); or
 - 4. Wheelstops (anchored).
- D. Landscaping plant material shall be of healthy stock, be native and naturalized, and have low water requirements.
- E. Dying or diseased landscaping plant material shall be replaced with an equivalent plant material.
- F. Adequate soil depth and width to encourage healthy growth shall be provided.
- G. The property owner shall be responsible for the irrigation of all required landscape areas and plant materials, utilizing one or a combination of the following methods:
 - 1. An automatic or manual underground irrigation system;
 - 2. A drip irrigation system;
 - 3. A rainwater capture system or equivalent; or
 - 4. Any other comparable method.
- H. Landscaped areas planted with native grasses and wildflowers may use a temporary and above ground irrigation system and shall be required to provide irrigation only for the first 2 growing seasons.
- I. Irrigation methods used shall:
 - 1. Provide a moisture level in an amount and frequency adequate to sustain growth of the plant material on a permanent basis; and
 - 2. Be maintained and kept operational at all times to provide for efficient water distribution.
- J. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
- K. All landscaping plants on the approved Landscape Plan, shall be a minimum 4 inch caliper and a height of 3 feet at time of planting. Shrubs and other plant material shall be a maximum of 36 inches in height. Trees shall have a minimum 72 inch clearance from grade to the lowest branches.

SECTION 9: A minimum of 133 parking spaces shall be required for this Planned Development. Any amendments to facilitate new development may result in a new parking standard, as determined by the Director of Planning & Development Services. The applicant shall submit a revised Concept Plan to the Director of Planning & Development Services delineating all driveways to be a minimum of 26 feet, as required by the Fire Department.

SECTION 10: All proposed fencing and screening of garbage enclosures shall be approved through an Urban Design Review by the Planning Director, and as maintained on file in the offices of the Planning Division. Other usage of fencing material for property screening purposes, within the confines of the Concept Plan for this Planned Development shall be in accordance with the standards set forth in Section 509 of the Zoning Ordinance.

SECTION 11: An Urban Design Review for the buildings, coloring, materials, landscaping, fencing, and other site features shall be submitted and approved by the Planning Director, and be maintained on file in the offices of the Planning Division.

SECTION 12: The sidewalks as shown on the Concept Plan shall be no less than five feet in width, shall be installed prior to the issuance of a certificate of occupancy, and shall meet all TAS accessibility standards.

SECTION 13: No outdoor storage shall be allowed within the boundaries of this Planned Development District.

SECTION 14: A building permit shall not be acquired until a Replat for the subject 5.116-acre property is recorded with the Tom Green County Clerk. An access easement shall be required which includes a minimum 5-foot wide internal sidewalk extending through the adjacent property at 613 West 29th Street north to West 29th Street.

INTRODUCED on the **21st day of June, 2016**, and finally PASSED, APPROVED AND ADOPTED on this the **12th day of July, 2016**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Landscape Plan

	DOCKWOOD SHADY TREES		DOCKWOOD SHADY TREES
	RED BAY		RED BAY
	LIME DUNE		DOCKWOOD SHADY TREES
	EVERGREEN TREES		DOCKWOOD SHADY TREES
	HELLER GLOSSY HOLLY		DOCKWOOD SHADY TREES
	CHERRY JAPANESE		DOCKWOOD SHADY TREES
	DOCKWOOD SHADY TREES		DOCKWOOD SHADY TREES
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	DOCKWOOD SHADY TREES		



RED OAK (FALL COLOR)



CEDAR ELIM



LIVE OAK



NELLIE STEVENS HOLLY



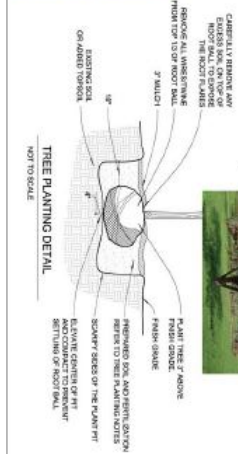
YAU-PON HOLLN



TEXAS
MOUNTAIN
LAUREL



CRABAPPLE



TREE PLANTING DETAIL
NOT TO SCALE

[illegible]

EACH TREE IS LOCATED OUTSIDE THE PLANTING BED AND SHALL BECOME THREE (3) CLUMP FEET OR BACK TO EARTH AND TWO (2) CLUMP FEET OF ACID, STERILIZED COMBUSTIBLE MIX WITH THE TOPSOIL, AND USE AS A BACKFILL. APPLY A ROOTS TRANSPIRANT ONE STEP AT A RATE OF 1/2 OZ PER GALLON (1 OZ PER GALLON) TRANSPIRANT INTO THE TOP 3" OF SOIL BACKFILL.

LAWN

ALL LAWN DISTURBED BY CONSTRUCTION (AND NOT SHOWING FROM OTHER LAINTS) SHALL BE PROVIDED WITH BROADCAST COARSE WATER AND ROLL. DO NOT DISCHARGE A SMOOTH LAYER OF ANY FERTILIZATION TO 300' ACCORDING TO THE INSTALLATION.

MAY 1 - ALTHOUGH THIS MAY 1 IS A 10-4-8 FERTILIZER, ALL LAWN OF 6" (6) FERTILIZER PER 1,000 SQUARE FEET TO ALL LAWN AREAS.

PLANT - PLANT 10,000 PER 1,000 SQ. YARD FERTILIZER AT A RATE OF 100 LBS. 10,000 PER 1,000 SQ. YARD PER FERT OF LAWN AREA. FERTILIZER SHALL BE APPLIED PRIOR TO SOILING.



PROPERTY ADDRESS:
10000 LUTHER BLVD. AC DRIVE, SAN ANTONIO, TX 78230
CITY, STATE
ZIP AND AREA
THE ABOVE IS

Kirby Park Villa

Zimmerman
Properties

[illegible]

U-80	ELVAC	
	ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED	

City Landscapes Inc.
1101
L 1

Building Elevations



Kirby Park Villas
A 72 unit Senior Community in San Angelo, Texas

Zimmerman
Investments
L.L.C.

1732 E. Grand St.
P.O. Box 3032
Surrey, BC V4E 2S6



Kirby Park Villas

A 72 unit Senior Community in San Angelo, Texas

Zimmerman
Investments
L.L.C.

17321 E. Republic Rd.
P.O. Box 5722
Springtown, MO 65858

Parker Associates, Inc., LLC

2001 East 4th Street, Suite 100
San Angelo, TX 76901
(817) 781-5528

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bill Riley, Water Util Dir, Water Utilities, x1691

Meeting Date: June 21, 2016

Item type: Regular Item

Caption:

Update and discussion on the activities of the West Texas Water Partnership - (Presentation by Scott Hibbs, P.E., Enprotec, Hibbs & Todd, Inc.)

Summary/History:

In 2010 the Cities of San Angelo, Midland and Abilene entered into an interlocal agreement to cooperatively search for and evaluate potential water supplies and to jointly secure supplies that meet current and future needs. The partnership is actively working toward this goal. The engineering firm of Enprotec, Hibbs & Todd, Inc. (eHT) based in Abilene was chosen to lead this effort on behalf of the partnership. Mr. Scott Hibbs, P.E., president of eHT will provide an update on the actions of the partnership to-date.

Financial Impact:

None at this time.

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bill Riley, Water Util Dir, Water Utilities, x1691

Meeting Date: June 21, 2016

Item type: Regular Item

Caption:

Discussion and possible action on withdrawing the Texas Water Development Board SWIFT funding application for the direct potable reuse project from consideration of 2016 funding - (Presentation by Water Utilities Director Bill Riley)

Summary/History:

In December 2015 the City submitted an abridged application to the Texas Water Development Board (TWDB) for SWIFT funding for a potential Direct Potable Reuse Project. The TWDB accepted the abridged application and invited San Angelo to submit a full application to be considered for funding. The full application was submitted on May 16, 2016. The applications are currently being reviewed by the TWDB. If funded, the City would need to make a decision whether or not to accept the funding by early October to avoid paying any fees to the TWDB.

Financial Impact:

Unknown at this time.

Other Information/Recommendation:

The Water Advisory Board will be discussing this item at its regular meeting on Monday, June 20, 2016. The results of that discussion will be made available during discussion of this item at the Council meeting.

Attachments:

Presentation:

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bill Riley, Water Util Dir, Water Utilities, x1691

Meeting Date: June 21, 2016

Item type: Regular Item

Caption:

Discussion and possible action on the calculation and utilization of available water sources to meet current and future demands - (Presentation by Water Utilities Director Bill Riley)

Summary/History:

The City's main water source is water purchased from the Colorado River Municipal Water District (CRMWD) from Lake O.H. Ivie. The water levels in Lake O.H. Ivie have been low for some time. The Hickory Groundwater Project is almost complete and while being used at a minimal amount of approximately 1.5 million gallons per day (mgd), the question is does utilizing more of the Hickory groundwater improve the available water supply?

The City's Drought / Conservation Plan implements different stages of drought levels based upon water supplies. This calculation takes into account our current and available surface supplies coupled w/ the minimum daily Hickory Groundwater pumping. CRMWD provides the number of remaining months for the City of San Angelo to continue bringing in water from O.H. Ivie. This calculation also takes a conservative approach by assuming a "no-inflow" scenario and also utilizes monthly evaporation rates established by the Texas Water Development Board for the area.

Financial Impact:

Potential increase in annual operating cost.

Other Information/Recommendation:

The Water Advisory Board will be discussing this item at its regular meeting on Monday, June 20, 2016. The results of that discussion will be made available during discussion of this item at the Council meeting.

Attachments:

Presentation:

Approvals/Reviews:

Bill Riley
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: Sidney Walker, Civic Events Manager, Civic Events, 3256539577

Meeting Date: June 21, 2016

Item type: Regular Item

Caption:

Consider approving a recommendation from the Civic Events Advisory Board amending the Facility Discounts Policy for McNease Convention Center and Foster Communications Coliseum - (Presentation by Civic Events Manager Sidney Walker and Convention & Visitors Bureau Pamela Miller)

Summary/History:

We are seeking City Council approval to amend the Facility Discount Policy for McNease Convention Center and Foster Communications Coliseum. On May 26, 2016, the Civic Events Advisory Board recommended changes to the policy, to provide incentives to bring new conventions and business meetings which we can accommodate well.

The current policy is a 200 Room Night Discount of 1/2 of the cost of the rental fees. For example, the rental of the large meeting room at the McNease Convention Center would cost \$2,900 for 1 day. With the discount applied, the cost would be only \$1,450.

- * Organizers/promoters of existing, established events will be offered a 50-percent discount from the daily rental rates of Civic Events facilities if:
 - * They show a history of using an average of at least 200 hotel rooms per night during their event. "Existing, established events" are defined as events that have met at least annually for a minimum of the past three years.
 - * They work through the San Angelo Chamber of Commerce's Convention and Visitors Bureau to book and plan their event.
 - * They offer documented proof within 10 working days of the end of their event, either through themselves or the Convention and Visitors Bureau, that an average of 200 San Angelo hotel rooms per night were booked and used during the course of the event.

The proposed new policy will allow for a:

150 room night discount of 1/3 of the cost of the rental
example: $\$2903/3 = \966.67
client pays \$1933.33

100 room night discount of 1/4 of the cost of the rental
example: $\$2900/4 = \725
client pays = \$2175

The amended policy would apply to new conventions and meetings for only a 3-year period. That is, A qualified new convention or meeting could receive the discount for their rentals for 3 years, then they would no longer qualify to receive the discount.

Financial Impact:

It is unknown at this point what impact this policy might have. Since it is designed to provide incentives for new and small conventions, it is intended to generate new business, new revenue.

We ask Council to allow staff to gauge the fiscal impact of this policy for a year. If we see that it is creating lost revenue and negatively impacting our bottom line that we return to Council for consideration to amend the policy or provide funds to offset the loss.

Other Information/Recommendation:

Attachments:

- 1. Powerpoint City Council - Facility Discounts 2016New2.pptx

Presentation:

by Pamela Miller, Convention & Visitors Bureau

Approvals/Reviews:

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



City Council

June 21, 2016



Facility Discount Policy

- CVB proposal to add 2 tiers to the existing discount policy for new conventions.
- CEAB recommended approval of the proposal for the McNease Convention Center and Foster Communications Coliseum.



Current Facility Discount Policy

- 200 room night, discount $\frac{1}{2}$
- Room nights tracked by CVB
- Discounted by Civic Events & applied to final invoice



Facility Discount Proposal

- 150 room night, discount 1/3
- 100 room night, discount 1/4
- Convention Center/Coliseum Only
- New conventions, conferences, or business mtgs
- 3 year limit
- Groups verified through CVB for room blocks
- Applies only to the rental of facility.



CVBs with Incentive Discounts

- Abilene
- Amarillo
- Lubbock
- Odessa



Tax Code 351.101 (a)

- “Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:
- advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;”



Fiscal Impact

- Financial impact unknown.
- Designed to create new business, new revenue.
- Staff requests to gauge impact for 1 year.
- Return to Council in a year to report impact and consider any changes.





City Council

June 21, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services, 325-655-0824

Meeting Date: June 21, 2016

Item type: Regular Item

Caption:

Public hearing to allow citizen input on requested projects to be considered for funding with Grant Year 2016 Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Grant funds from the U.S. Department of Housing and Urban Development and discussion and deliberation on funding allocations - (Presentation by Neighborhood Services Director Bob Salas)

Summary/History:

This is a public hearing for the 2016 CDBG and HOME allocations and the discussion and deliberation of those funds. The City Council needs to make its allocation decisions in order to comply with the Citizen Participation Plan and allow staff to prepare the Annual Action Plan. The attached spreadsheet sets out the available funding for the allocations and staff's recommendations. In addition to federal grants, funding amounts include local funds managed by the Division.

The City expects to receive approximately \$678,718 in CDBG funds and \$254,811 in HOME funds from the U.S. Department of Housing and Urban Development (HUD) for Grant Year 2016. Additionally, we anticipate receiving \$32,000 in CDBG program income, \$24,000 in HOME program income, \$38,412 in rental revenue and \$30,315 from COSADC for a total of **\$1,057,556** to be allocated to 2016 projects. Project descriptions (attached) provide a synopsis of the applications for funding which were reviewed and analyzed by staff. The other attachment is the 2016 CDBG/HOME Projects Funding Worksheet which provides a summary of all proposed projects recommended for funding. Two separate public hearings were held to obtain citizen input and their recommendations were taken into account in staff's recommended allocations.

Financial Impact:

The allocation process must be completed in order to submit the required Annual Action Plan to HUD for approval and expend allocated funds.

Other Information/Recommendation:

Staff requests approval of recommended allocations as presented.

Attachments:

- | | |
|-------------------------|---|
| 1. Funding Worksheet | Copy of Proposed Allocs 2016 ALL FUNDING.xlsm |
| 2. Project Descriptions | Project Descriptions 2016.docx |

Presentation:

By Robert Salas

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved

Becky Dunn
Bryan Kendrick

Approved
Final Approval

City of San Angelo

2016 CDBG Projects Funding Worksheet

CDBG Federal Entitlement	678,718
Program Income: Housing Rehab Loans	32,000
Program Year Funds Available	710,718
Prior Year Funds Available	0
Total Available to Allocate	710,718

	Amount of Requests	Proposed Allocation
	Prior Year Allocation	Proposed Allocation
Administration/Planning		
CHS Admin (≤20% EN+PI))	142,049	142,144
Rehab/Preservation		
Hsg Rehab Admin	126,625	123,714
Hsg Rehab Program	149,571	150,000
Emergency Repairs	95,000	109,165
Helping Hands	10,000	0
Debt Payment Services	149,001	147,695
Clearance		
Code Compliance - Code Enforcement	38,000	38,000
Total		710,718

City of San Angelo
2016 HOME Projects Funding Worksheet

HOME Federal Entitlement	254,111
Program Income: Revitalization Loans	24,000
Total Available to Allocate	278,111

	Prior Year Allocation	Proposed HOME Allocation
City Requests		
CHS - HOME Admin ($\leq 10\%$ EN+ PI)	25,443	27,811
CHS - Neigh Revitalization(Down Pmt)	99,996	111,300
Total City Requests	125,439	139,111
Community Requests		
MHMR - TBRA	46,000	51,000
Galilee CDC (CHDO Set-Aside)	83,000	88,000
Total Community Requests	129,000	139,000
Total		278,111

PROPOSED CDBG/HOME PROJECT DESCRIPTIONS

Listed below are detailed descriptions of activities recommended for funding under 2016 CDBG and HOME grant programs. Descriptions include timelines for each project, additional funding received for specific use of the project, and what national/local objectives the project addresses.

CDBG FUNDED PROJECTS

\$142,144 CDBG Administration/Planning

Staff and related costs required for overall program management, coordination, monitoring, reporting, and evaluation of CDBG and HOME programs.

Additional Funding:	None
NATIONAL OBJECTIVE:	NA
CONS. PLAN OBJECTIVE:	Non-Housing Community Development
ELIGIBLE ACTIVITY:	21A General Program Administration §570.206

\$382,879 City's Housing Rehabilitation Program

Continues funding for the Housing Rehabilitation/Preservation Program which includes:

- Housing Rehabilitation
- Emergency Repairs
- Program Delivery

Housing Rehab and Neighborhood Blitz - \$150,000 will be for Housing Rehab Neighborhood Blitz projects. Assistance will be provided to at least 20 eligible low/moderate income citizens (homeowners or rental units) within the city limits of San Angelo. Projects will consist primarily of siding replacement and painting. However, some housing units may need additional repairs such as windows and insulation. Landlords will be required to adhere to affordability timelines and HUD rent limits and caps for the duration of the affordability period. Projects are scheduled first come first served and will be executed throughout the year.

Emergency Repairs - \$109,165 will fund 100% grant for low/moderate income homeowners for up to \$5,000.00 in Emergency Repairs. An emergency is a situation or condition that occurred without warning (within two (2) weeks), is detrimental to life, health, or safety and requires immediate action. Action must be taken within 24-72 hours to remediate the emergency situation. Modifications to provide barrier-free living space, when feasible, for homes occupied by either disabled or elderly individuals requiring such modifications will also be included. The goal for this funding is to complete repairs for at least 30 unduplicated households. Services continue throughout the year.

Program Delivery - \$123,714 will fund salaries and benefits for program staff and provide funds for operating the Rehab programs.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit 100% low/moderate income households
CONS. PLAN OBJECTIVE:	Affordable Housing
ELIGIBLE ACTIVITY:	14A Rehabilitation §570.202

\$38,000 Code Compliance

Funds the salary and benefits for a City of San Angelo Code Compliance Officer. This officer will be assigned to enforce codes, such as junk, junk vehicles, tall grass and weeds, junk appliances, refuse, unsightly material and temporary signs, and related state laws in low/moderate income areas defined by the 2010 Census. On average, the Code Compliance Division performs about 2900 compliance activities annually, which include inspection, re-inspection and violation documentation in low/moderate income areas. The service provided by the officer will aid in the elimination of conditions which are detrimental to health, safety and public welfare in targeted areas of the City. Year-long project.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit at least 51% low/moderate income
CONS. PLAN OBJECTIVE:	Non-Housing Community Development
ELIGIBLE ACTIVITY:	15 Code Enforcement Activities §570.202(c)

\$147,695 Debt Service

Repayment of the Section 108 Loan for Rio Vista Park Renovation and the Producer's Park Development. This loan totaling \$2,035,000 plus interest will be paid back over period not to exceed 20 years.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit at least 51% low/moderate income persons
CONS. PLAN OBJECTIVE:	Public Facilities
ELIGIBLE ACTIVITY:	Parks, Recreational Facilities §570.201(c)

HOME FUNDED PROJECTS

\$207,838 City's Affordable Housing Program

Funds provided for HOME administration and Homebuyers Assistance Programs to continue to revitalize the current City Council identified Rio Vista, Blackshear, Reagan and Fort Concho target areas through down payment and closing cost assistance. Of the amount allocated, \$27,811 of HOME funds will provide for administration costs along with \$68,727 from other non-HOME grant funds. In addition, \$111,300 will provide approximately 15 families down payment and closing cost assistance to purchase a home. Projects will be executed throughout the year.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit Low/Moderate Income Persons Benefit
CON. PLAN OBJECTIVE:	Affordable Housing
ELIGIBLE ACTIVITY:	12,13,14A Affordable Housing/Site Improvements Rehabilitation/New Construction §92.205(a)

\$51,000

MHMR Tenant-based Rental Assistance

Funds provide tenant-based rental assistance (TBRA) to 20 clients with a chronic mental illness residing within the San Angelo city limits over a period of a year. The HOME funds requested will provide rental assistance, one time security deposit assistance, and one-time utility deposit assistance. TBRA may be used on any rental property within the City of San Angelo that meets HUD's minimum Housing Quality Standards. Yearlong services will be provided.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit Low/Moderate Income Persons
CONS. PLAN OBJECTIVE:	Special Needs/Homeless Populations
ELIGIBLE ACTIVITY:	05S Tenant-Based Rental Assistance §92.205(a)

\$88,000 Galilee Community Development Corp – CHDO Construction Grant

Funds provide for new home construction for low/moderate income residents. GCDC's current goal is to build at least 3 homes with the 2015 allocation and with other resources.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit Low/Moderate Income Persons
CONS. PLAN OBJECTIVE:	Affordability Housing
ELIGIBLE ACTIVITY:	12 Construction and Housing §92.2.05(a)