



City Council Agenda 07/12/2016

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on July 12, 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. "Jordan Holden Day" July 20th, 2016 to be accepted by the Holden Family
- b. Presentation to Daniel Valenzuela, City Manager, by the Employee Wellness Committee for the Gold Award from the American Heart Association for a Fit Friendly Worksite at the City of San Angelo. Presentation by: Janet Charlesworth and Mary Soloman, Wellness Coordinators, and Morgan Chegwiddden, Wellness Committee Chairperson
- c. "Kids Eat! Summer Meals Initiative Month" July 2016, to be accepted by Betty Teston, Child Hunger Outreach Specialist with the Texas Hunger Initiative - San Angelo Regional Office
- d. Recognition of coordinators for the Texas Police Games
- e. "Mosaic Possibilities Month" July 2016 to be received by Mosaic Community Relations Manager Ami Mizell-Flint

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 (Old Business)

- a. Consider approving the June 21, 2016 City Council regular meeting minutes (B.Kendrick)
- b. Consider authorizing the City Manager to execute a contract with Gary Donaldson Architect and Facilities Planning in the amount not to exceed \$152,000 for architectural services for the new Station #4 (B.Dunn)

- c. Consider adopting a resolution accepting a FY2016/2017 National Oceanic & Atmospheric Administration (NOAA) Sectoral Applications Research Program (SARP) grant for \$15,000 to carry out implementation of a rain capture system at The Bosque used both to maintain plant life in the area and to provide an educational tool for residents and visitors on the use and importance of water conservation in building resilience to projected climate patterns (S. Villarreal)
- d. Consider a resolution authorizing the City Manager to Execute an Agreement with the Department of State Health Services and accepting the FY2017 CPS/HAZARDS Public Health Emergency Preparedness (PHEP) Grant in the amount of \$100,296 with the City providing a 10% Match of \$10,030 (S.Villarreal)
- e. Consider approval to pay Midwest Employers Casualty Company for \$85,224 renewal premium for Excess Workers Compensation insurance for policy year 2016-2017. This Premium is budgeted for in current fiscal year (C.Hagen)
- f. Consider authorization to increase amount for awarded contract VM-05-13 Auto Body Repair Service from not to exceed \$75,000 to an amount budgeted each fiscal year of \$120,000 annually for auto body repair services (R.Kramer)
- g. Second 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 (J. James)
- h. Second 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 (J. James)

6. Special Agenda

Note: A reception will immediately follow the Special Agenda. The Regular Agenda with the newly seated Council Members will begin approximately 30 minutes after the recess for the reception.

- a. Consider adopting a resolution canvassing returns and declaring the results of the Runoff Election held on the 2nd day of July, 2016; providing a severability clause; and providing for an effective date - (Presentation by Mayor Morrison and City Clerk Bryan Kendrick)
- b. Administration of Oaths of Office and presentation of Certificates of Election - (Administered by Judge Allen Gilbert and presentation by Mayor Morrison)
- c. Introduction of Special Guests
- d. Consider appointment of Mayor Pro-Tempore

7. Regular Agenda

- a. Public hearing of the 2016 Annual Action Plan for use of CDBG and HOME grant funds and consider approving a resolution authorizing City Manager to execute the applications, required certifications, related documents and annual funding agreements - (Neighborhood Services Director Bob Salas)
- b. Consider approving conceptual design of a set of three sculptures regarding the "Historic Beginnings of San Angelo," landscaping and its placement at Bart DeWitt Park - (Presentation by Parks and Recreation Director Carl White)
- c. First Reading and Public Hearing of an Ordinance for a Street Name Change from "Creswell Street" to "Lighthouse Way" for a 472-foot length of the right-of-way from Vaughn Street to Austin Street - (Presentation by Planning & Development Services Director Jon James)
- d. First Reading and Public Hearing on ordinances to repeal an ordinance approved on September 18, 2012 naming a private drive as "Time Clock Drive" and to designate an unnamed private drive in the 2900 block of Southwest Blvd as "Time Clock Drive" - (Presentation by Planning & Development Services Director Jon James)
- e. First Reading and Public Hearing for Case Z16-04, an Ordinance approving a request from George Draper to authorize a Rezoning from the Single-Family Residence (RS-1) Zoning District to the Office Commercial (CO) Zoning District, on 0.642 acres, generally located at the intersection of Freeland Avenue and North Campus Boulevard - (Presentation by Planning & Development Services Director Jon James)
- f. Update on the progress of the Auditorium Project and consider authorizing the City Manager to execute Change Order No. 2 to the Lee Lewis Construction contract as Construction Manager at Risk (CE 02-14) for a total of \$445,948; funded by the project budget - (Presentation by Construction Manager David Knapp)
- g. First public hearing and consideration of an ordinance amending chapter 11 "utilities," article 11.5 "water conservation and drought contingency plan", section 11.5.003 "drought stages and water management measures", by amending the minimum criteria for establishing water supply stage drought levels I, II and III - (Presentation by Water Utilities Assistant Director Allison Strube)
- h. Discussion and direction to staff regarding the most recent increase of water rates in relation to the funding of future water projects - (Requested by Council Member Farmer)
- i. Public hearing and consideration of the removal of Ryan Smith from the Planning Commission - (Requested by Council Member Richardson)
- j. First public hearing and consideration of an ordinance amending the 2015-2016 budget for grants and capital projects - (Presentation by Budget Manager Morgan Chegwidan)

- k. Discussion and consideration of appointing Council Member representation on following Boards and Committees:
 - 1) Concho River Water Master Advisory Committee;
 - 2) CVCOG General Assembly;
 - 3) CVCOG Transit Board; and
 - 4) Investment Oversight Committee
 - 5) I-14 Gulf Coast Strategic Highway Coalition - (Presentation by City Clerk Bryan Kendrick)

8. Closed Session

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

- a. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
 - 1. 2013 Sealcoating Program Contract
 - 2. 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.

9. Follow Up and Administrative Issues

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

Fort Concho: Wayland Cooksey (SMD4) to a first term ending January 2019

TIRZ: Casey Barrett (SMD1) to a first term ending July 2018 and Dudra Butler (SMD4) to a first term ending July 2018

- c. Consider appointing a chair of the Tax Increment Reinvestment Zone Board (TIRZ)
- d. If necessary, consider the possible replacement of a member of the Planning Commission: Randal Schkade (SMD1) to an unexpired term ending January 2017
- e. Consider scheduling potential workshops for the fiscal 2017 budget process
- f. Announcements and consideration of Future Agenda Items

10. 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 7th day of July 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.

Proclamation

John 15:13 tells us, "Greater love hath no man than this, that a man lay down his life for his friends." On July 20th, 2008, that is exactly what young Jordan Holden did.

Early that day, Holden and three friends surprised two armed intruders at the home of one of those friends. While coming to the homeowner's aid, Holden was shot in the chest. Despite the wound, he chased the assailants through the house and into the backyard, where he collapsed and died as the burglars made their escape. They have yet to be captured. Jordan Holden died at only 22 years of age.

Six months later, his son was born. Also named Jordan, he knows nothing of his father other than this: He was a hero.

In addition to being a Life Scout who earned merit badges for exhibiting strength, endurance and ingenuity, Jordan Holden was a loving and faithful friend, son and brother. He was also, unquestionably, courageous and heroic.

Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim July 20th, 2016, as

"Jordan Holden Day"

In San Angelo, Texas.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 12th day of July, 2016.

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

The Texas Hunger Initiative is a collaborative effort-both statewide and locally. Our goal is to end hunger in Texas through policy, education, research, grassroots-organizing and community development

San Angelo is one of twelve Texas cities selected to have regional office with the dual purpose of recruiting, training, and supporting community partners in providing additional access points for people to apply for Texas benefits and of implementing local outreach and coordination for the No Kid Hungry Campaign

In Tom Green County more than one in four families with children had times during the last year when there was not enough money to buy food-that is 5,400 households in San Angelo

The goal for the Tom Green County Hunger Initiative for 2016 is to feed more children during the summer when school is not in session. In San Angelo, over 8,600 students receive free or reduced meals when school is not in session-more than 60% of all students.

After summer school ends in June, local churches, ministries, organizations, businesses and numerous individuals have committed to provide meals in July and August at eight San Angelo neighborhood sites, plus one site in Carlsbad.

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

"Kids EatQ! Summer Meals Initiative Month"

and.

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 12th day of July, 2016.

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

Mosaic has been a valued, active member of the San Angelo community for 30 years.

The people Mosaic serves are integral to the social fabric of our community as neighbors and friends

The employees of Mosaic share in their civic duties as responsible citizens, working to build a better community for all.

Mosaic has worked to build a network of support through volunteers and donors and it is important for us all to support the mission and work of non-profits that make our community a better place to call home.

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

"MOSIAC POSSIBILITIES MONTH"

in San Angelo.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 12 day of July, 2016.

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, June 21, 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 21, 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 Mayor Morrison; and the pledges were led by Brittany Macias.

3. Proclamations/Recognitions

Veterinarian Dr. Gary Hodges was recognized for his \$2,000 donation to the San Angelo Animal Shelter
The City of San Angelo Public Information Office was recognized for winning first place for Educational Public Service Announcements at the state conference of the Texas Association of Municipal Information Officers

4. Public Comment

Citizens Jamie Thompson, Jacy Pasqua, Christina De Leo, and Jennifer McConn expressed concerns about the operation of the Animal Shelter.

Animal Shelter Advisory Committee Member Mo Soupiset spoke in support of the operations of the Animal Shelter.

City Clerk Bryan Kendrick noted the dates and times for early voting and encouraged all registered voters to participate.

5. Consent Agenda

- a. Approval of the June 7, 2016 City Council regular meeting minutes
- b. Approval of the Animal Shelter Advisory Committee (ASAC) revised by laws
- c. Approval of 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
- d. Approval of 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

- e. Approval of 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
- f. Approval of 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
- g. Approval of 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
- h. Approval of 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
- i. Approval of second reading and adoption of an ordinance amending the 2015-2016 budget for capital projects and donations

Motion: Council Member Thomas made a motion, seconded by Council Member Grindstaff, to approve the consent agenda with the exception of items, 5d, 5e, and 5f. The motion carried unanimously (7) ayes to (0) nays.

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

Motion: Mayor Morrison made a motion, seconded by Council Member Thomas, to approve item 5e, as presented. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to approve item 5f, as presented. The motion carried (5) ayes to (2) nays, with Mayor Morrison and Council Member Farmer casting the dissenting votes.

6. Regular Agenda

- a. Approval of 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

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

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

- b. Approval of first reading and public hearing for Case Z16-03, 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

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

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

- c. Update and discussion on the activities of the West Texas Water Partnership

A presentation was made by Scott Hibbs, P.E., Enprotec, Hibbs & Todd, Inc.

No action was taken on this item.

- d. Approval of withdrawing the Texas Water Development Board SWIFT funding application for the direct potable reuse project from consideration of 2016 funding

A presentation by Water Utilities Director Bill Riley

Comments were made by citizens Wiley Webb, H.R. Wardlaw and Jim Turner regarding the decision to withdraw the SWIFT application for funding

Motion: Council Member Grindstaff made a motion, seconded by Council Member Farmer, to withdraw the Texas Water Development Board SWIFT funding application. The motion carried (6) ayes to (1) nays, with Mayor Morrison casting the dissenting vote.

- e. Discussion and direction to staff regarding the calculation and utilization of available water sources to meet current and future demands

A presentation by Water Utilities Director Bill Riley

Consensus: The consensus of the City Council was to continue calculating the water supply according to the current method.

- f. Approval of a recommendation from the Civic Events Advisory Board amending the Facility Discounts Policy for McNease Convention Center and Foster Communications Coliseum

A presentation was made by Civic Events Manager Sidney Walker and Convention & Visitors Bureau Pamela Miller

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

- 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

A presentation was made by Neighborhood Services Director Bob Salas)

No action was taken on this item.

7. Closed Session

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle

A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

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

1. 2013 Sealcoating Program Contract
2. 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

No action was taken on this item.

- 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 term 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

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

- c. Announcements and consideration of Future Agenda Items

Council Member Harry Thomas mentioned that City Clerk Bryan Kendrick and City Attorney Theresa James reviewing ordinances that need to be updated or deleted.

Council Member Grindstaff noted the upcoming public meeting on trash issues with city staff on July 7th, 2016.

Council Member Farmer asked for a meeting with City Manager and the Water Advisory Board related to the Water Conservation Plan.

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 12:56 p.m.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute a contract with Gary Donaldson Architect and Facilities Planning in the amount not to exceed \$152,000 for architectural services for the new Station #4 (B.Dunn)

Summary/History:

In July of 2009 the City of San Angelo contracted with Gary Donaldson Architecture and Facilities Planning to design and provide services to build 3 fire stations. Two of the stations were funded and built in 2011. The third fire station was recently funded by council.

The original location for the third station was to be on the corner of GAFB at Bell and Paint Rock Road. After many talks with GAFB we couldn't secure a lease longer than 25 years. This time frame was too short for the investment that was going to be made. We spent about a year trying to secure land on Old Christoval Road and South Chadbourne, but couldn't reach an agreement with the owner. The city did eventually secure approximately 3 acres at Edgewood and South Chadbourne.

The architect still holds the basic design for the station. The station will have a few minor changes and the layout will need to be reversed due to the streets positioned around the land.

The pricing for the architectural services needed to be updated so we took the opportunity to execute a new agreement to also update the latest requirements of the professional services procurement act. The construction costs on the station have approximately doubled in the last 7 years. The fee for the Architectural services has went up during that time also. The original fee was to be \$65,000 if done in conjunction with the other 2 stations. The new fee to do this station will be \$148,900. The not to exceed amount will be \$152,000 for unexpected issues or acceptance of an alternate. This will put the cost in the neighborhood of 4.5 percent which is about half of the standard 9% percent architectural fee. If another architect were to design the building and perform the service the fee would be in the \$300,000 range.

Financial Impact:

Not to exceed \$152,000. Contract is for \$148,900 but has room for an alternate or unexpected issues. This amount was part of the original budget for the debt that was issued in 2015 for Fire Station #4 and is currently budgeted in account 517-9000-800.07-20.

Other Information/Recommendation:

Attachments:

1. Architectural Services Agreement 16-183 FD Architectural Services Agreement Fire Stations 6 14 2016.docx

Presentation:

Approvals/Reviews:

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

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement made as of the ____ day of June, 2016, between the City of San Angelo, Texas, hereinafter referred to as "Owner", and Gary Donaldson Architect and Facilities Planning, 949 Turner St., San Angelo, Texas 76903, hereinafter referred to as "Architect" for the design, preparation of construction documents and construction administration related to three new fire stations to be located in San Angelo, Texas. The Owner and Architect agree as set forth below.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES (WORK)

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 11 ("Work"), all of which pertain to the Project more fully described on Exhibit "A," which is attached hereto and incorporated by reference.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with the professional skill and care of an Architect licensed in the State of Texas and the orderly progress of the Project. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Work which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner, and any adjustments to this schedule shall be mutually acceptable to both parties.

1.1.3 The Work covered by this Agreement is subject to the time limitations contained in Subparagraph 10.4.2.

1.1.4 Architect represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Agreement Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITIONS

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 11 as part of Basic Services, and include without limitation normal structural, mechanical, civil and electrical engineering services necessary to produce a complete and accurate set of Construction Documents, as described and required in Paragraph 2.4.

Contract for Construction

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect, in consultation with the Owner, shall develop a written program for the Project to ascertain Owner's needs and to establish the requirements for the Project.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, construction schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Schematic Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations.

~~**2.2.5** The Architect shall submit to the Owner a preliminary detailed estimate of Construction Cost based on current area, volume or other unit costs and which indicates the cost of each category of work involved in constructing the Project.~~

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustment authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil engineering, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, which shall comply with all applicable laws, statutes, ordinances, codes and regulations. Notwithstanding Owner's approval of the Documents, Architect will exercise the generally accepted standard of care for architects in the State of Texas (hereinafter referred to as "due care") and provide Documents and specifications which will be sufficient and adequate to fulfill the purposes of the Project.

~~2.3.2 — The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost by providing a Detailed Statement of Probable Construction Costs that includes the information required in Subparagraph 2.2.5.~~

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail requirements for the construction of the Project. In the preparation of such Drawings and Specifications, Architect will exercise the generally accepted standard of care for rendering professional architectural services in compliance with all applicable laws, statutes, ordinances, codes and regulations, including the Americans with Disabilities Act (ADA).

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

~~2.4.3 — The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.~~

~~2.4.34~~ **2.4.34** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary detailed estimate of Construction Cost, shall assist the Owner in obtaining bids and assist in awarding and preparing contracts for construction.

2.5.2 If the lowest bid for the construction of the Project exceeds the total construction cost of the Project ~~Project as set forth in the approved Detailed Statement of Probable Construction Costs prepared by the Architect and approved by Owner,~~ then, to the extent allowed by law, the Architect shall assist Owner in working with the bidder to bring the Project within cost constraints of Owner. ~~Provided modifications do not substantially change the scope of the project, Architect at its sole cost and expense, will revise the Construction Documents as may be required by the Owner to reduce or modify the quantity or quality of the work so that the total construction cost of the Project will not exceed the total construction cost set forth in the approved Detailed Statement of Probable Construction Costs.~~

2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and

terminates at the issuance to the Owner of the final Certificate for Payment, unless extended under the terms of this Agreement.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Construction Phase duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) at the Owner's direction from time to time during the correction or warranty period described in the contract for construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall observe the construction site at intervals appropriate to the stage of construction or as otherwise agreed by Owner and Architect in writing to become familiar with the progress and quality of the Project completed and to determine if the work is being performed in a manner indicating that the work of the Contractor and Project when completed will be in accordance with the Contract Documents. Architect shall provide Owner with written or oral reports regarding on-site visits when specifically requested by Owner or otherwise as Architect deems appropriate in its professional judgment. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Project, and shall exercise the due care and diligence in discovering and promptly reporting to the Owner any defects or deficiencies observed in the work of Contractor or any subcontractors. The Architect represents that he will follow the professional standards of a licensed Architect in the State of Texas in performing all services under this Agreement. The Architect shall promptly correct any defective designs or specifications furnished by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or of the Project itself shall in no way alter the Architect's professional obligations or the Owner's rights hereunder.

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Project in accordance with the Contract Documents except insofar as such failure may result from Architect's negligent acts or omissions. The Architect shall not have control over acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work on the Project.

2.6.7 The Architect shall at all times have access to the Project wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall

communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations of the work at the site of the Project and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the work on the Project, to the best of the Architect's knowledge, provided that Architect uses due care in making such assessment, has progressed to the point indicated and that the quality of the Project is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have the responsibility and authority to reject Contractor's work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Contractor's work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employee or other persons performing portions of the work on the Project.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of determining whether or not the Project, when completed, will be in compliance with the requirements of the Contract Documents. The Architect shall act with such reasonable promptness to cause no delay in the Project or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.3.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Project not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 On behalf of the Owner, the Architect shall, in the course of project administration, determine the dates of Substantial Completion and Final Completion, and shall issue Certificates of Substantial and Final Completion. The Architect will receive and review written guarantees and related documents required by the contract for construction to be assembled by the Contractor and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and provide recommendations on matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and ~~shall~~ be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results or interpretations or decisions so rendered in good faith in accordance with all the provisions of this Agreement and in the absence of negligence.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Project as provided in the Contract Documents.

2.6.19 The Architect shall specify in the construction document that, at completion of the project, the general contractor shall provide the Owner with one (1) set of reproducible prints showing all significant changes to the Construction Documents during the Construction Phase.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 11, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If

services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services. Owner will not be responsible for compensating the Architect for Contingent Additional Services if they are not required due to the negligence or fault of Architect.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.3 CONTINGENT ADDITIONAL SERVICES

Architect shall provide the following and be paid as set out in 3.1.1:

3.3.1 Make material revisions in Drawings, Specifications or other documents when such revisions are:

1. consistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or
3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Provide services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding and contracting for construction, except for services required under Subparagraph 2.5.2.

3.3.3 Prepare Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Provide consultation concerning replacement of work on the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.3.5 Provide services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the contract for construction.

3.3.6 Provide services in connection with a public hearing or legal proceeding except where the Architect is party thereto.

3.4 OPTIONAL ADDITIONAL SERVICES

Architect may provide the following:

3.4.1 Provide financial feasibility or other special studies.

3.4.2 Provide planning surveys, site evaluations or comparative studies of prospective sites.

3.4.3 Provide special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.4 Provide services relative to future facilities, systems and equipment.

3.4.5 Provide services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.6 Provide services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.7 Provide coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.8 Provide services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.9 Provide detailed quantity surveys or inventories of material, equipment and labor.

3.4.10 Provide analyses of owning and operating costs.

3.4.11 Provide interior design and similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.12 Provide services for planning tenant or rental spaces.

3.4.13 Make investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.14 Provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

- 3.4.15** Provide services other than as provided in Subparagraph 2.6.4, after issuance to the Owner of the final Certificate for Payment and expiration of the Warranty period of the Contract for Construction.
- 3.4.16** Provide services of consultants for other than architectural, structural, mechanical, electrical and civil engineering portions of the Project provided as a part of Basic Services.
- 3.4.17** Civil Engineering for the Goodfellow Fire Station above the amount contemplated and allocated in Section 10.1.2(C) shall be compensated as additional services.
- 3.4.18** Provide services of Leadership in Energy and Environmental Design (LEED) consultants including but not limited to United States Green Building Council (USGBC) certifications, LEED certifications and commissioning.
- 3.4.19** Provide any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices.

ARTICLE 4 OWNER'S RESPONSIBILITIES

- 4.1** The Owner shall consult with the Architect regarding requirements for the Project, including (1) the Owner's objectives, (2) schedule and design constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements, as more specifically described in Subparagraph 2.2.1.
- 4.2** The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs and shall communicate this budget to the Architect.
- 4.3** If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 4.4** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly sequential progress of the Architect's services.
- 4.5** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 4.6** The Owner may furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits,

determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests of hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract for Construction.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports referred to in Paragraphs 4.5 through 4.8 may be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall give prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner agrees not to request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids

or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

- 5.2.2** If the Bidding or Negotiation Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner for completion of this Project by others, unless this Agreement is terminated under Article 7 of this Agreement, at which time the documents become the property of the City of San Angelo.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

TERMINATION, SUSPENSION OR ABANDONMENT

7.1 ~~Architect may terminate this Agreement upon not less than thirty (30) days written notice should the Owner fail substantially to perform in accordance with the terms of this Agreement through no fault of the Architect.~~ Owner or Architect may terminate this Agreement or any phase thereof upon thirty (30) days prior written notice to the Architect with the understanding that immediately upon receipt of such notice, all work and labor being performed under the Agreement shall cease immediately. Before the end of the thirty (30) day period, Architect shall invoice the Owner for all work it performed prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of the Owner upon termination of the Agreement and shall be promptly delivered to the Owner in a reasonably organized form. Should Owner subsequently contract with a new architect for continuation of services on the Project, Architect shall cooperate in providing information.

7.2 If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

7.3 This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving written notice.

7.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.5 If the Owner fails to make payment to Architect within thirty (30) days of receipt of a statement for services properly performed, the Architect may, upon seven (7) days written notice to the Owner, suspend performance of services under this Agreement. Unless Architect receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

7.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to termination, together with Reimbursable Expenses (allowed pursuant to Paragraph 9.2) then due.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be governed by the laws of the State of Texas and that venue shall be in Tom Green County, Texas.

8.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

8.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

8.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

8.6 Upon receipt of prior written approval of Owner, the Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or

proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 9 PAYMENTS TO THE ARCHITECT

9.1 DIRECT PERSONNEL EXPENSE

9.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

9.2 REIMBURSABLE EXPENSES

9.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses.

9.2.1.1 Expenses in connection with those items listed in 10.3 .1 and authorized by Owner.

9.2.1.2 Expense of reproductions (except the reproduction of the sets of documents referenced in Subparagraph 2.6.19), postage and handling of Drawings, Specifications and other documents.

9.2.1.3 If authorized in advance by the Owner, expenses of overtime work requiring higher than regular rates.

9.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

9.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

9.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase or component of service, on the basis set forth in Subparagraph 10.1.

9.3.2 If and to the extent that the time initially established in Subparagraph 10.4.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 10.2.2.

9.3.3 If and any portions of alternate design features added to the Project but not otherwise included in the basic services of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, at five and one quarter percent (5.25%) of the lowest bona fide bid or negotiated proposal or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

For any portion of alternate design features added to the Project but not otherwise included in the basic services are constructed then Architect shall be payable to the extent services are performed on those portions at seven percent (7%) of the actual construction cost.

9.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

9.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

9.5 PAYMENTS WITHHELD

9.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Project other than those for which the Architect is responsible.

9.6 ARCHITECT'S ACCOUNTING RECORDS

9.6.1 Architect shall make available to Owner or Owner's authorized representative records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense for inspection and copying during regular business hours for three (3) years after the date of the final Certificate of Payment, or until any litigation related to the Project is final, whichever date is later.

ARTICLE 10 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

10.1 BASIC COMPENSATION

10.1.1 FOR BASIC SERVICES, as described under Article 2, the Owner shall compensate the Architect as follows:

The Architect's Compensation shall be a stipulated sum of One Hundred Forty-Eight Thousand Nine Hundred Dollars (\$148,900).

Where compensation for Basic Services is based on a stipulated sum, the compensation for each phase of service shall be as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding/Negotiation Phase	5%
Construction Phase	20%
Total Basic Compensation	100%

10.1.2 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions based on (1) the lowest bonafide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

10.1.3 Payments for Basic Services shall be paid monthly for work completed on each phase of the Project. Architect's invoice shall include detailed descriptions of the Work completed and the corresponding cost to Owner.

10.2 COMPENSATION FOR ADDITIONAL SERVICES

10.2.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES requested in writing by the Owner, as described in Paragraph 3.2, compensation shall be computed as follows:

Hourly rate schedule of services:

Architect/Principal	\$ 200.00 per hour
Consulting Engineer	\$ 175.00 per hour
Senior Associate	\$ 95.00 per hour
Technician/CAD Draftsman	\$ 80.00 per hour
Clerical & Administrative	\$ 30.00 per hour

10.3 REIMBURSABLE EXPENSES

10.3.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 9.2, compensation shall be expenses incurred by the Architect and the Architect's consultants plus one and one tenth (1.10) of the expenses incurred.

10.4 ADDITIONAL PROVISIONS

10.4.1 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses due. In determining the compensation due to the Architect in the event of termination not the fault of the Architect, the following schedule shall be used to determine the appropriate compensation due to the Architect based on services completed:

Service	Compensation
Schematic Design Phase	15% of total fee
Design Development Phase	20% of total fee
Construction Documents Phase	40% of total fee
Bidding/Negotiation Phase	5% of total fee
Construction Administration Phase	20% of total fee

10.4.2 All Basic Services under this Agreement shall be completed within twenty-four (24) months of the date of execution hereof. If the Basic Services covered by this agreement have not been completed within such time, through no fault of the Architect, extension of the

Architect's services beyond that time shall be compensated as provided in Subparagraphs 9.3.2 and 10.2.1.

10.4.3 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts for services properly performed which remain unpaid sixty (60) days after the invoice date shall bear interest at the rate of ten (10%) percent per annum.

10.4.4 The Architect shall provide the following within the Construction Administration Phase of the Contract:

1. Two (2) reviews total of each Shop Drawing and/or Product Submittal.
2. An average of two (2) site visits each week during the course of construction as defined in the Owner/Contractor agreement.
3. Two (2) site visits for any portion of the work to determine whether said portions are substantially complete and two (2) site visits to determine final completion.

Any of the above Reviews or Site Visits required of the Architect or his consulting engineers in excess of the above limits, through no fault of the Architect, shall be compensated as Additional services.

The above services shall be provided by the Architect on behalf of the Owner during the Construction Phase of the project from the project start to Substantial Completion of the project. If the Project is not completed and a letter of completion issued by the Architect or Owner within fourteen (14) days of the notice of Substantial Completion through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

10.4.5 In the event of a change of scope in the project at any phase of planning or construction, the Architect shall be allowed additional compensation in the form of hourly rates for Additional Services as set forth in the contract and for Reimbursable Expenses in the event additional work is requested by the Owner or required of consultants other than the Architect's paid consulting engineers. Compensation for these services shall be the amount invoiced to the Architect plus ten percent (10%).

The paid consulting engineers retained at the Architect's expense are:

Structural Engineer (McClanahan & Associates)
Mechanical/Electrical Engineer (Power Systems, Inc.)
Civil Engineer (Bleyl & Associates)

ARTICLE 11 OTHER CONDITIONS OR SERVICES

11.1 Architect shall maintain, at no expense to Owner, a professional liability (errors and omissions) insurance policy placed with a company rated at least B+/X by Best's Key Rating Guide, authorized to do business in Texas, in an amount not less than two million dollars (\$2,000,000.00). Such policy shall require the giving of written notice to Owner at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt of

United States Certified Mail. Architect shall furnish Owner with copies of said policies or certificates evidencing such coverage.

11.2 ARCHITECT 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 REASONABLE ATTORNEY'S FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OR LOSS OF ANY PROPERTY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH (I) THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES CONTEMPLATED BY THIS AGREEMENT BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS, INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENT, OR A FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ARCHITECT OR ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ARCHITECT EXERCISES CONTROL (WHETHER ACTIVE OR PASSIVE) OF ARCHITECT OR ITS EMPLOYEES, AGENTS OR SUB-PROVIDERS (COLLECTIVELY REFERRED TO AS "ARCHITECT") (II) THE FAILURE OF ARCHITECT TO COMPLY WITH ANY OF THE PARAGRAPHS HEREIN OR THE FAILURE OF ARCHITECT TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL, STATE OR LOCAL, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. ARCHITECT EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES, OR ANY OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF ARCHITECT, OR ANY OF ITS SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH ARCHITECT'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. NOTHING HEREIN SHALL REQUIRE ARCHITECT TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNITEE FOR THE INDEMNITEE'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS AGREEMENT BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF PROVIDER IN PERFORMING SERVICES UNDER THIS AGREEMENT.

FOR PROFESSIONAL LIABILITY CLAIMS, ARCHITECT SHALL BE LIABLE FOR REASONABLE DEFENSE COSTS INCURRED BY CITY BUT ONLY AFTER FINAL ADJUDICATION AND TO THE EXTENT AND PERCENT THAT ARCHITECT OR ARCHITECT'S AGENTS ARE FOUND NEGLIGENT OR OTHERWISE AT FAULT.

11.3 The Architect shall not be responsible for pre-existing site conditions and/or site structures.

11.4 Unless otherwise provided in this Agreement the Architect shall not be responsible for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site including, but not limited to, mold, asbestos, asbestos products, lead, polychlorinated biphenyl (PCB) or other toxic substances.

11.5 The Architect shall assist the Owner in submitting plans and specifications to all necessary state and local authorities. The Architect shall perform, or cause to be performed, a Texas Department of Licensing and Regulation (TDLR) compliance review for Owner. The Owner shall pay all fees and expenses related to such submissions including the state requirement to send all such

plans to the TDLR (or to a TDLR approved contract provider) for review and inspection and to the Texas Department of State Health Services for asbestos analysis if required by law.

This Agreement executed in duplicate originals is entered into as of the day and year first written above.

OWNER
CITY OF SAN ANGELO

ATTEST:

BY: _____
Daniel Valenzuela, City Manager

BY: _____
Bryan Kendrick, City Clerk

ARCHITECT
Gary Donaldson

ATTEST:

BY: _____
Printed Name: _____
Title: _____

BY: _____

Approved as to Content:

Brian Dunn, Fire Chief

Approved as to Form:

Theresa James, City Attorney

Exhibit A - Project Description

PROJECT CONSISTS OF A NEW FIRE STATION KNOWN AS STATION 4 and designed with the same plan and architectural style as the most recent stations number 5 and 7, but with the addition of a revised site plan for the new site at South Chadbourne Street and Edgewood Drive, San Angelo, Texas. Station 4 is approximately 11,000 sq ft in size and will follow the designs and layout of 5 & 7 but will be reversed in plan and receive minor modifications and updates as directed by the San Angelo Fire Department and Owner and agreed by the Architect and as shown in Exhibits B and C attached hereto.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Consent Item

Caption:

Consider adopting a resolution accepting a FY2016/2017 National Oceanic & Atmospheric Administration (NOAA) Sectoral Applications Research Program (SARP) grant for \$15,000 to carry out implementation of a rain capture system at The Bosque used both to maintain plant life in the area and to provide an educational tool for residents and visitors on the use and importance of water conservation in building resilience to projected climate patterns (S. Villarreal)

Summary/History:

Adaptation International, in coordination with the Southern Climate Impacts Planning Program (SCIPP) and ATMOS Research, have been working on piloting a participatory process to identify locally relevant critical thresholds for extreme weather events, prepare climate projections, and address community-specific needs. This project, funded by the National Oceanic & Atmospheric Administration (NOAA) Sectoral Applications Research Program (SARP), provides a mechanism to study specific communities and work with them to identify their locally relevant critical weather thresholds, before undertaking a community-specific project which ties into the issues most important where they live.

Adaptation International approached Planning & Development Services in late 2015 and asked to work with the City of San Angelo, one of the four communities in the south central United States they had identified for project locations. The other three communities engaged in this same program currently are: Boulder, Colorado; Las Cruces, New Mexico; and, Miami, Oklahoma.

Project workshops were held in January and April, and the invitee list included a wide variety of backgrounds, including related city departments, non-profit organizations, local partners such as Goodfellow AFB, UCRA, and the National Weather Service. These workshops entailed discussion of weather patterns and conditions which are particularly problematic for San Angelo, determine the threshold between nuisance conditions and problem conditions, and the impact of these conditions on operations and emergency situations. ATMOS Research has been working to prepare future weather projections for San Angelo, which will be summarized in a report and provided to the city at the end of the project. At the second workshop, participants quickly determined the main areas for concern to be precipitation, drought, and heat.

To build upon an increasing awareness of water conservation and usage in the community, the group quickly closed in on a final community project which would focus on rainwater capture and reuse, along with the installation of an Evapotranspiration (ET) weather station. This ET weather station essentially collects water use data which describes and quantifies the loss of water via evaporation from the soil and transpiration from plants. By utilizing this equipment, the City of San Angelo can better predict and determine the amount of water necessary for irrigation for future periods of time. The ET weather station also serves as a public education tool, since the data extracted can be utilized in City of San Angelo publications, website, and social media. Long-term, data collected can be utilized by City staff to develop an online tool for citizens to use that could easily calculate the amount of watering necessary based upon the size of a yard,

for example – customizing the information for the user.

Simply stated, NOAA is funding a Rain Capture System and Evapotranspiration Weather Station Project at El Bosque based on critical thresholds and projected climate patterns identified by SCIPP and ATMOS Research through the following process; the same process the group used to identify the community-specific project to be funded.

This project is intended as a three-pronged approach. First, this project would establish a working rainwater capture system in a civic location, reducing dependence upon the City's municipal water supply while providing a supplemental source for maintaining the existing plant life and setting an example. Second, this project could spark a philosophical shift by key decision makers towards City projects which utilize sustainable methods to sustain the longevity of these civic places, given the implications of extreme heat, drought, and uncertain rainfall and evaporation. Third, by establishing this rainwater system in a highly visible and well-trafficked area – and by accompanying educational signage – this system could provide education to the public and visitors about how rainwater capture systems work. By demystifying this process and demonstrating the advantages and equipment necessary, the hope is that citizens will begin thinking about how they can create their own systems for their homes and businesses, creating an overall net benefit for the community. The attached project description provides more detail and background.

The \$15,000 would be spent as outlined below – and would be payable to the City in two payments; the first, upon 50% completion, and the second, upon 100% completion. The City will work to seek partial donation of planters and plants, and the Parks Department has indicated their willingness to contribute towards the stainless steel tank – to ensure that the system is attractive in appearance, given its key location. In-kind contributions include: design and installation of signage, assembly and installation of the rain capture system, selection and ordering of materials, installation of a gutter along one side of the concessions building - to maximize the runoff captured, installation of the ET weather station, selection and installation of plants. The City will also waive the fee for application to the Planning Division (due to its location within the River Corridor), for approval of the signage and any approvals necessary for installation.

Description	Cost
1,000 gallon stainless steel tank	\$4,000.00
<i>City of San Angelo contribution</i>	<i>-\$1,000.00</i>
Gutter of south side of the Grove (commissary) building	\$500.00
Pump	\$800.00
Plumbing supplies (drip, fittings, floats, valve, etc.)	\$1,000.00
Planters	\$2,500.00
<i>City of San Angelo to seek donations</i>	<i>-\$500.00</i>
Plants	\$700.00
<i>City of San Angelo to seek donations</i>	<i>-\$500.00</i>
Evapotranspiration (ET) weather station	\$5,500.00
Educational signage with full color illustration(s), all-weather materials, and metal frame	\$2,000.00
TOTAL	\$15,000.00

Financial Impact:

Both revenue and expense will increase for the grant amount and a Budget Amendment is being submitted for Council approval to budget for both revenue and expense at the July 12 meeting.

Other Information/Recommendation:

Attachments:

1. Proposed Location Map
2. Award Letter
3. Resolution Approved by Legal 0630
4. Grant Proposal

Rain Water Capture Location.pdf
San Angelo Climate Project Award Letter 6_24_16.pdf
resolutionapprovedbylegal_updated0630.docx
projectproposal_final.docx

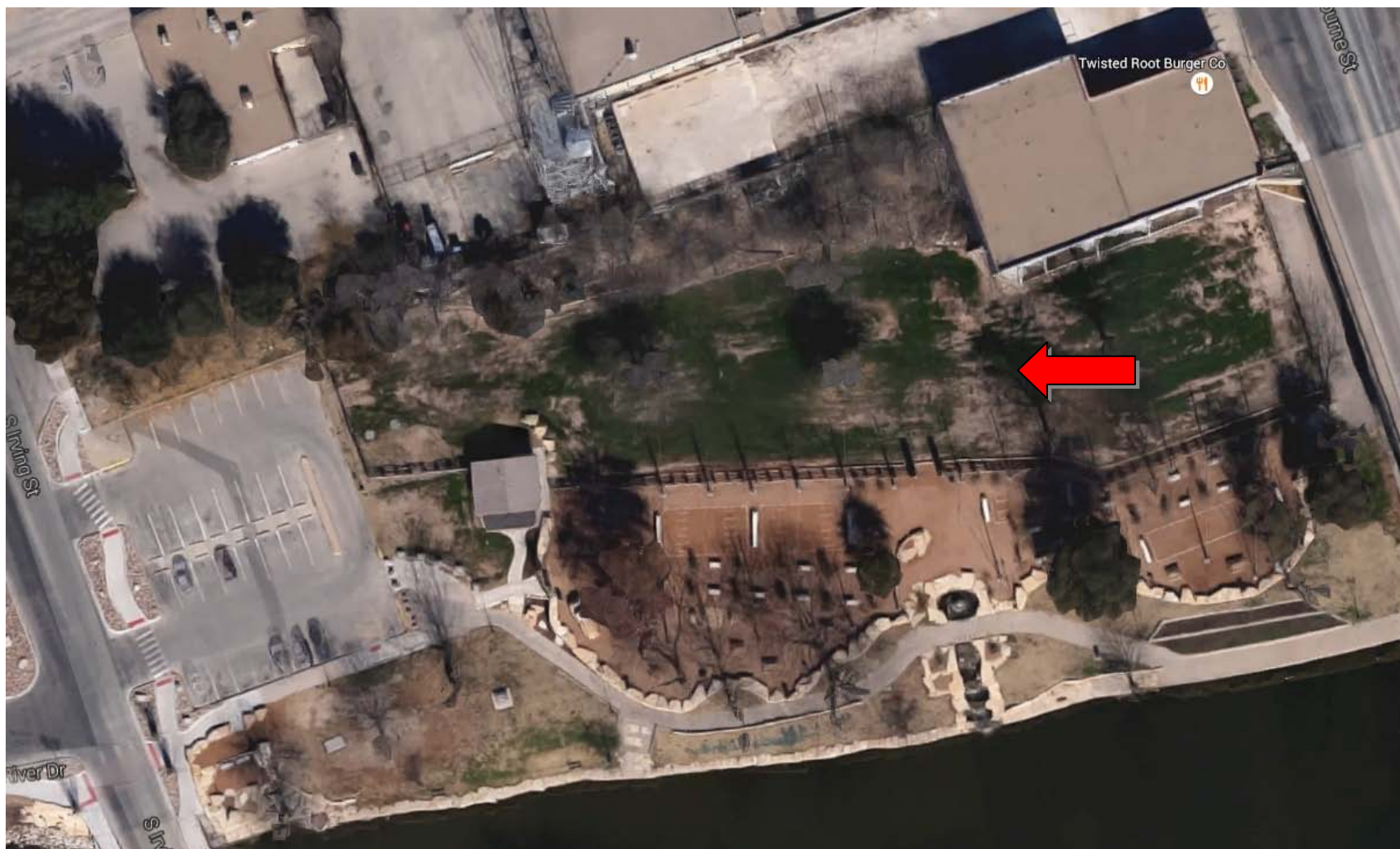
Presentation:

Sandra Villarreal, Health Services Director

Approvals/Reviews:

AJ Fawver
Sandra Villarreal
Theresa James
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval



Site location for the Rain Water Capture system at "The Bosque"



1102 Lorrain St.
Austin, TX 78704
(512) 585-8592

Sascha@adaptationinternational.com
www.adaptationinternational.com

AJ Fawver
Planning & development Administrator
City of San Angelo
52 W College Ave
San Angelo, TX 76903

June 24th, 2016

Dear Ms. Fawver,

As part of the City of San Angelo's active participation in the National Oceanic and Atmospheric Administrative project, *"Using critical thresholds to customize climate projections of extreme events to user needs and support decisions"* (Award number: NA14OAR4310248) ***you have been awarded up to \$15,000 to complete a project that helps build resilience to changing climate conditions and extreme weather events.***

On behalf of the project team, Adaptation International is happy to provide this funding in support of the "Building Climate Change Resilience: Rain Capture System Project at El Bosque" project. This pilot project is a great way to: save the City of San Angelo money by reducing water use; demonstrate City leadership by taking a proactive step to prepare for future extreme weather events; and build awareness of the need for climate change action throughout the community.

We look forward to seeing the final results of the project at the end of the year.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexander Petersen", with a stylized flourish at the end.

Alexander Petersen
Adaptation International

A RESOLUTION BY THE SAN ANGELO CITY COUNCIL ACCEPTING FUNDING AS PART OF A FY2016/2017 NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA) SECTORAL APPLICATIONS RESEARCH PROGRAM (SARP) GRANT IN THE SUM OF \$15,000 TO CARRY OUT IMPLEMENTATION OF A RAIN CAPTURE SYSTEM AT THE BOSQUE USED BOTH TO MAINTAIN PLANT LIFE IN THE AREA AND TO PROVIDE AN EDUCATIONAL TOOL FOR RESIDENTS AND VISITORS ON THE USE AND IMPORTANCE OF WATER CONSERVATION IN BUILDING RESILIENCE TO CHANGING CLIMATE CONDITIONS.

WHEREAS, the City of San Angelo was invited by Adaptation International to participate in a pilot program to identify locally relevant critical thresholds for extreme weather events and identify community-specific needs; and,

WHEREAS, as part of that project, the City of San Angelo has been offered grant for \$15,000 to carry out the steps of a project designed to capture and reuse rainwater and serve as an educational tool/exhibit for the public; and,

WHEREAS, the City is not obligated to contribute matching funds; and,

WHEREAS, the grant will permit the City of San Angelo to pursue a pilot project which could be expanded upon in the future, promoting efficient rainwater reuse in a drought-prone environment across a variety of San Angelo locations; and,

WHEREAS, the project will allow the City of San Angelo to build upon an already-established priority of water conservation.

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

The offer of a grant for the amount of \$15,000.00 as part of a National Oceanic & Atmospheric Administration (NOAA) Sectoral Applications Research Program (SARP) grant, commencing July 13, 2016, and ending on December 30, 2016, to be used to design, develop, and implement a rain capture system at the Bosque used both to maintain plant life in the area and to provide an educational tool for residents and visitors on the use and importance of water conservation in building resilience to project climate patterns and changing conditions is hereby ratified and the grant of funds in the sum of \$15,000.00, is accepted. .

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

AJ Fawver
Planning & Development Administrator

APPROVED AS TO FORM

Theresa James, City Attorney

City of San Angelo



Building Climate Change Resilience: Rain Capture System Project at El Bosque

June 30th, 2016



San Angelo – Building Climate Change Resilience- Rain Capture System Project at El Bosque

Climate, according to Merriam-Webster, is defined as the usual weather conditions in a particular place or region; climate change, refers to changes in the Earth's weather patterns. A report titled *Climate Change Impacts in the United States*, by the U.S. Global Change Research Program, defines climate "as long-term averages and variations in weather measured over a period of several decades". The Environmental Protection Agency (EPA) in *Understanding Climate Change Impacts on Water Resources* education course stated "Climate change encompasses both increases and decreases in temperatures, as well as shifts in precipitation patterns and changes in the level of risk of severe weather events, and includes changes in average conditions as well as extreme conditions."

Historical Research

During the first part of 2016, the City of San Angelo had the opportunity to participate in a project funded by the National Oceanic and Atmospheric Administration (NOAA) to look at past and future changes to climate in the region. As part of this project, Dr. Katharine Hayhoe with ATMOS Research, summarized that temperature averages in the United States have increased by 1.3° F to 1.9° F since recording began in 1895; most of the increases have occurred since the 1970's. The historical data illustrates that the decade of 2000-2009 was the warmest in at least the last 1300 years. 2015 was the warmest year on record and significantly warmer than 2014 (the second warmest year on record)¹. Temperature is also projected to steadily rise another 2-11.5° F over the next 100 years. In the Great Plains Region, of which Texas is a part, future projections call for an average of seven days per year in which maximum temperatures reach more than 100° F in the Southern Plains and about 95° F in the Northern Plains. Similarly, the number of nights with minimum temperatures higher than 80° F in the South are expected to increase. ATMOS Research also projects increases in the number of days with temperatures over 100° F in San Angelo from an average of about 25-30 per year now to roughly 50-100 per year by the end of the century. Days with heat indexes greater than 100° F are also expected to rise from an average of approximately 40 days per year, to a range of 75-140 days per year. These increases in extreme heat will negatively impact surface water, public health by leading to increases in heat stress, and electrical uses due to increased air conditioning needs. In 2011, many locations in Texas, including San Angelo, experienced more than 100 days over 100° F.

Precipitation is also changing. According to the research, heavy rainfall events have become heavier and more frequent. Research projections suggest that since warmer air can contain more water vapor than cooler air, heavy precipitation will continue. Based on the models, such extreme events would occur 2-5 times more often, with the increased frequency dependent on the various scenarios of future emissions released into the atmosphere.

¹ <http://www.nasa.gov/press-release/nasa-noaa-analyses-reveal-record-shattering-global-warm-temperatures-in-2015>

In *Understanding Climate Change Impacts on Water Sources*, the EPA has noted that higher temperatures will increase both evaporation rate and ability of the atmosphere to hold water. These effects have a variety of negative impacts, such as water loss, dry soils, and reduction in surface water. Furthermore, the EPA states, "when it does rain, the increased atmospheric moisture content causes rain to fall in more intense events. This combination results in longer periods of drought punctuated by more intense rain storms." Therefore with warmer atmospheric conditions, the entire cycle is strengthened, resulting in an increase in extreme weather events such as intense precipitation episodes, droughts, and heat waves.

Importantly noted in the *Climate Change Impacts in the United States* report, "There have been changes in some types of extreme weather events over the last several decades. Heat waves have become more frequent and intense and cold waves less frequent. There have been regional trends in floods and droughts. Droughts in the Southwest and heat waves everywhere are projected to become more intense, and cold waves less intense everywhere else."

The *Climate Change Impacts in the United States* report states "tree ring data suggests that the drought over the last decade in the western U.S. represents the driest conditions in 800 years." 2011 in Texas, set records for the highest monthly average temperatures due to its heat waves and drought, mainly due to the decrease in precipitation, but as stated in the report, "the human contribution to climate change approximately doubled the probability that the heat was record-breaking". In other words, a warmer climate, caused by human influences, continues to increase the likelihood for these severe weather events to occur. Summer temperatures are expected to rise in the western and central U.S., and combined with the decreasing amount of soil moisture, will exacerbate heat waves.

Human Influences and Vulnerabilities

The report states that human influences include the emissions from burning fossil fuels, which includes coal, oil and natural gas, and from deforestation. These actions produce heat-trapping gases such as carbon dioxide, methane, and nitrous oxide, which produce a warming effect, and sulfates, which have a cooling effect. The largest uncertainty, according to the research, will be the amount of heat-trapping gases being emitted into the atmosphere. Even considering this uncertainty, research models and methods used by the researchers still project "large and historically unprecedented future warming in every region of the U.S." based on the assessment of various scenarios and emissions amounts.

Local factors such as crop irrigation, land use, and other natural variables, such as population growth and energy usage also affect local climate. The population in Texas according to the 2010 US Census was 25.1 million, an increase of 4.3 million since the 2000 Census. In San Angelo, population estimates for 2014 are 98,227, a 5,775 increase from the 2000 US Census. Based on the *Climate Change Impacts in the United States* report, population growth will require more water, an expansion into green spaces and croplands, and fragment habitats (which also increases

the risk of wildfires). All of these factors will in return have an effect on climate and the resulting extreme weather events.

Within the communities, populations such as the elderly- who can be very vulnerable to extreme heat, the low-income populations- who may find it difficult to find adequate housing or pay for air conditioning, and non-native English speakers - who face language barriers, are at high risk with regards to extreme weather events. In San Angelo, approximately 14% of the population is over 65 years of age and 38.5% of the population is Hispanic.

According to the report, more dry days and higher temperatures will increase evaporation rates, decrease the water supply, reduce electricity transmission capacity and increase cooling demands. These factors will in turn lead to decreased water resources and affect decisions with regards to irrigation, municipal water use, and generation of energy.

Opportunities for Change

As climate change and extreme weather events continue to affect hydrological patterns, protecting the quality and quantity of water will become more difficult. Intense precipitation could cause increases in stormwater runoff and overflowing sewer lines; intense rainfall events could increase the rates of stream flow and cause more erosion and sedimentation, and dry periods and drought could lower stream flow and reduce dilution of pollutant discharges. Especially during events such as drought and heat waves, the decrease in water quality and quantity will make it essential for communities to care for and manage water resources.

"Green infrastructure", according to the EPA, is a cost-effective way to manage wet weather impacts that provides benefits to communities incorporating the approach. Green infrastructure uses "vegetation, soils, and natural hydrological process to manage storm water and create healthier urban environments." This approach can help build resilience to climate change as San Angelo becomes hotter. A few examples include:

- Rainwater capture systems to help reduce the use of potable municipal water, and
- Trees and other vegetation, which can lower building energy demands and reduce the urban heat island effect.

Rainwater capturing systems collect and store water for later use, thus reducing the use of municipal water supplies by providing a source of water for vegetative and tree needs.

Trees produce oxygen, but also, sequester carbon, reducing the overall concentration of greenhouse gases in the atmosphere. In addition, trees are natural air conditioners. The evaporation from a single tree can produce the cooling effect of ten room-size, residential air conditioners operating 20 hours a day, according to the organization Canopy.

With this in mind, the City of San Angelo is proposing a project as part of the extreme weather preparedness initiative: the installation of a *Rain Capture System at El Bosque*.

El Bosque

El Bosque, meaning "the Woods" in Spanish, was so named because of the numerous trees in the area. The urban green space and tree canopy running along the banks of the beautiful North Concho River Corridor provide an area of respite, relaxation, and recreation to both the citizens of San Angelo and the many people who come to visit.

This urban green space lies in the heart of the City, nestled between the business district and cultural district. The desert/arid climate of the City makes it a challenge to maintain landscapes and shade, but the River Corridor is a relatively cool and lush area. To preserve its beauty, while providing the benefits expressed above with regards to green infrastructures, efforts must be made to maintain the environment.

Vision

The City of San Angelo wants to provide a public place where people of all walks of life have a place to enjoy a wide range of recreational opportunities at one of the most centrally located and historically important places in San Angelo. The surrounding landscape, adorned with trees and lush greenery, and scattered with native vegetation, provides a beautiful backdrop to the North Concho River, the heart of the City.

Goals and Objectives

The installation of a Rain Capture System Project at El Bosque will serve three purposes:

1. Capture rain runoff from an existing building (the Grove Commissary) at El Bosque;
2. Use that water to maintain and enhance the urban green space in El Bosque area; and
3. Educate residents and visitors on the use and importance of rain capturing systems in a changing climate.

Based on the historical data presented as part of this project, the City of San Angelo already experiences a wide range of extreme weather conditions. Extended days of extreme heat and drought are projected throughout Texas and San Angelo, and water demand is likely to increase. A large part of San Angelo's municipal water source is derived from surface water, which will experience more rapid evaporation because of the extreme heat. As our population grows (which it is expected to), demand for water will also increase. The water needs for agriculture and vegetation in the area will also need to be met.

Capturing rain runoff from the Grove Commissary building in El Bosque area will not only decrease the use of municipal potable water and save the City money, but also add a valuable water source that can be used to water trees and vegetation in the area. In drought conditions, there may still be intermittent rain events and rain harvesting or capturing can provide a substantial water supply, specifically for use in landscapes and trees. It is possible to estimate the amount of water that this system can capture over the course of the year. To do this, multiply the roof's 1267 square

foot surface area by the factor of .06234 to get the number of gallons captured per one inch of rain, and multiplying further by 20 (20 being the average annual inches for the average annual rainfall for San Angelo), this project can potentially capture 15,796.96 gallons annually.

$$1267 \times .06234 = 789.84 \text{ gallons}$$

$$789.84 \text{ gallons} \times 20 = 15796.96 \text{ gallons}$$

The urban green space and tree canopy along the North Concho River and El Bosque, create a peaceful and aesthetically pleasing environment. Hundreds of citizens and visitors frequent the area daily; thousands during special events such as River Fest, 4th of July Celebrations, and others. The area provides welcomed shade, especially on the hottest of days. As mentioned before, trees are "nature's air conditioners". Trees in the area provide shade, reducing the heat island effect caused by the pavement and commercial buildings to the north of the area. Trees also reduce the amount of harmful gases that result from burning fossil fuels and are an effective way to slow and combat the negative effects of climate change. By capturing the water runoff of the Grove Concession building in El Bosque, City of San Angelo Parks Department will be able to decrease their potable water demands by using this water on the surrounding trees, shrubs and other plants, providing a cooling effect for the area.

A large part of the climate change discussion centers on the impacts humans –their actions and choices – have on the overall environment. Governmental agencies and non-profit organizations have long recognized public education as a valuable tool to creating change and modifying habits and practices. With the hundreds, and sometimes thousands of visitors who frequent the area, El Bosque provides a prime location for an interactive demonstrative display that: (a) alerts visitors to the problem, (b) provides snippets of data demonstrating how projections of high temperatures and precipitation are expected to affect San Angelo, (c) illustrates the various parts of a rain capture system and the basic water cycle, and (d) educates on how such a system is assembled, how it functions, and how the water can be creatively reused. This location attracts a variety of visitors, including but not limited to: recreational users, families, sports enthusiasts, attendees of special events, tourists, nearby residents, and employees of the many businesses and civic buildings in the area. So, the City is hopeful that these educational efforts will be able to reach this wide cross-section of the City's population.

Partnerships

The City of San Angelo will serve as the project lead; however, confirmed partners include the Texas A-&-M AgriLife Extension Office's "Water my yard" program, the Tom Green County Extension Office and the Concho Valley Master Gardeners Club. These partners have committed to conducting regular outdoor classroom sessions, elaborating on the benefits of rainwater capture and perhaps expanding upon that to include topics such as appropriate plant selection for this area. They would also assist by providing handouts and instruction on system installation, while potentially continuing to partner on expansions of this initial pilot project, to establish similar systems in other parts of the community.

Additionally, City staff involved in the formulation of this project are prepared to explore additional opportunities for partnership in education; ideas include partnering with groups who represent the building and development community, who may be interested in working residential or commercial systems into their new construction; working with the Upper Colorado River Authority, who have a history of education on water conservation and reuse and likely have suggestions and resources; utilizing local groups who target elementary through junior high audiences (such as local Boy and Girl Scout troops); utilizing the City's connection to area youth through our neighborhood recreational centers; and, incorporating information into the various City outreach programs – in-person seminars, social media, and educational series.

Furthermore, City staff hopes to build upon this pilot and is planning to apply for additional grant programs in order to expand the scope and take a community-wide approach to creatively utilizing rain capture systems, making appropriate plant selections, utilizing xeriscaping, and other related activities which all are related to the climate changes that are projected for our community in the short- and long-term. Local organizations like the San Angelo Area Foundation and the San Angelo Health Foundation routinely issue grants for a wide variety of projects and are currently being researched.

In addition, by using an Evapotranspiration (ET) weather station alongside the rain capture system, water requirements of various trees, plants and vegetation can be calculated - thus building upon the City's successful efforts at water conservation. The ET weather station to be purchased for this project will be the Texas A&M Agrilife Extension Service office's (Texas ET Network) ET weather station as part of a broader effort to have the City of San Angelo join 63 other Texas cities into a program known as "Water my yard." This program provides important support in data storage, analysis and communications for the information gathered by the ET station and enables the City to provide irrigation recommendations for its residents based on current weather (precipitation and temperature) information gathered by the station, providing a directly relevant advantage to this idea of more responsible water usage, re-usage, and data collection which influences policy decisions and conduct.

This station does this by collecting water use data, which describes and quantifies the loss of water via evaporation from the soil and transpiration from plants. The station is able to do this through the various sensors embedded in it, which look at solar radiation, relative humidity, air temperature, wind speed, and rainfall. By utilizing this equipment, the City of San Angelo can better predict and determine the amount of water necessary for irrigation for future periods of time. The ET weather station would be sited in an open area with full sunlight in the Bosque area – this siting is critical both to the validity of the data being collected, and to attract the most attention from passersby in an easily accessible and visible location that is secure. Fencing to protect the unit from damage or vandalism as well as the required regular maintenance of the unit will be the responsibility of the Parks Department for the City of San Angelo, which is familiar with the unit.

In addition, the ET weather station also serves as a public education tool, since the data extracted can be utilized in City of San Angelo publications, website, and social media. In particular, by being part of the “Water my yard” program, there are many potential opportunities for sharing the information with local residents, including the idea of integrating reports of the 7 day watering schedule generated through the ET station’s data collection into the local nightly television news reporting. In the short-term, City staff involved in this project would coordinate with Public Information staff to publicize on a recurring basis the daily and weekly totals of rainfall and ET – while making recommendations to our citizens about how to use this information to guide their general decision making about caring for their yards in the context of the City’s watering and conservation ordinance. It, too, provides another opportunity to spread the word in a way that maximizes impact by piggybacking on the hyperawareness our citizens currently have on watering their yards and gardens – while providing additional information related to the effort addressed herein, which they are likely less aware of. Long-term, data collected can be utilized by City staff to develop an online tool for citizens to use that could easily calculate the amount of watering necessary based upon the size of a yard, for example – customizing the information for them.

The overall impact of this project can in part be measured by monitoring how many people are reached via the City’s Public Information pages on which this data collected from the ET weather station is posted – in other words, the “reach”. Outcomes of this project are easier to substantiate by utilizing a separate, 5/8” water meter for this project to help illustrate how many gallons of water is saved utilizing the rainwater capture system. Monitoring the creation of new rainwater capture systems across the city and comparing water usage numbers for periods after this project is completed to usage numbers before the project could also demonstrate a change in thinking by citizens, utilizing water differently. In short, this project really creates an enormous opportunity for future dividends as a catalyst – bringing about a shift in how the City of San Angelo waters other City properties, and bringing awareness to the usefulness of similar systems for homes and businesses across the community.

Based on initial outreach as part of the development of this project, generous donations have already been committed by the Water Utilities Department up to \$5,000 annually, which facilitates the City’s involvement in this dynamic important new venture. This program will allow the City to (More details about the program can be found at: <https://watermyyard.org/#/Location>)

Project Budget

The following are costs based on research by the City of San Angelo Parks, Construction, and Engineering personnel.

Description	Cost
1,000 gallon stainless steel tank	\$4,000.00
<i>City of San Angelo contribution</i>	<i>-\$1,000.00</i>
Gutter of south side of the Grove (commissary) building	\$500.00
Pump	\$800.00

Plumbing supplies (drip, fittings, floats, valve, etc.)	\$1,000.00
Planters	\$2,500.00
<i>City of San Angelo to seek donations</i>	<i>-\$500.00</i>
Plants	\$700.00
<i>City of San Angelo to seek donations</i>	<i>-\$500.00</i>
Evapotranspiration (ET) weather station	\$5,500.00
Educational signage with full color illustration(s), all-weather materials, and metal frame	\$2,000.00
TOTAL	\$15,000.00

In-kind Contributions

Due to the location of this installation within the City's River Corridor – which has specific design standards for structures and buildings within its boundaries – the City of San Angelo will supplement the funding for the water tank in order to purchase a more attractive and longer-lasting product in stainless steel. The City of San Angelo will be providing a variety of in-kind contributions, including: design and installation of signage, assembly and installation of the rain capture system, selection and ordering of materials, installation of a gutter along one side of the concessions building - to maximize the runoff captured, installation of the ET weather station, selection and installation of plants. The City will also waive the fee for application to the Design & Historic Review Commission, for approval of the signage and any approvals necessary for installation.

Timeline

The project timeline includes the following milestones:

- Ordering of tank and related equipment (3 to 4 weeks) - Complete by August 10, 2016
- Sign design (4 weeks) – Complete by September 1, 2016
- Installation of gutter along concession stand roof – Complete by September 1, 2016
- Installation of ET weather station - Complete by October 1, 2016
- Sign approval by the Design & Historic Review Commission (5 weeks) – Complete by October 15, 2016
- Ordering of sign (4 weeks) - Complete by November 15, 2016
- Assembly/Installation (1 week) – Complete by November 1, 2016
- Installation of plants and planters – Complete by November 1, 2016
- Installation of sign (2 weeks) - Complete by November 30, 2016

Community Leadership

By establishing a rain capture system to use as a prototype, we - The City of San Angelo - set an example for our citizens. By addressing the need for water conservation, especially due to extreme weather and projected changes to our climate, with the installation of a rain capture system, and by demonstrating the simplicity of such systems, it is our hope that the public will follow suit by installing their own rain capturing systems in their homes and businesses. Demystifying a process, which may be intimidating to a home or business owner, is an important part of increasing public awareness. The ability to observe all the various parts of the system - similar to a museum display - helps visitors of any age understand the mechanics involved and the simplicity of assembly. Furthermore, this helps to visually quantify the amount of rainwater which can be harvested and

reused, which translates to a demonstration of value to even the casual observer. This is an important first step in highlighting a philosophical shift in City of San Angelo projects, whereby we recognize the exposure of civic facilities and lead the efforts to develop in a more responsible, environmentally-sensitive, and climate resilient manner. The successes and awareness generated by these projects also pave the way for regulation reform which incentivizes the very actions which can begin minimizing the impact of the weather patterns we know we will face. Rain Capture Systems are something the City intends to replicate throughout various other city venues.

References:

1. Walsh, J., D. Wuebbles, K. Hayhoe, J. Kossin, K. Kunkel, G. Stephens, P. Thorne, R. Vose, M. Wehner, J. Willis, D. Anderson, S. Doney, R. Feely, P. Hennon, V. Kharin, T. Knutson, F. Landerer, T. Lenton, J. Kennedy, and R. Somerville, 2014: Chapter 2: Our Changing Climate. *Climate Change Impacts in the United States: The Third National Climate Assessment*, J.M. Melillo, Terese (T.C.) Richmond, and G.W. Yohe, Eds., U.S. Global Change Research Program, 19-7-67. doi:10.7930/JOKW5CXT. <http://nca2014.globalchange.gov/report/our-changing-climate/introduction>
2. *Understanding Climate Change Impacts on Water Resources*, United States Environmental Protection Agency.
3. Shafer, M., D. Ojima, J.M. Antle, D. Kluck, R.A. McPherson, S. Petersen, B. Scanlon, and K. Sherman, 2014: Chapter 19: Great Plains. *Climate Change Impacts in the United States: The Third National Climate Assessment*, J. M. Melillo, Terese (t.C.) Richmond, and G. W. Yohe, Eds., U.S. Global Change Research Program, 441-461. doi:10.7930/JOD798BC. <http://nca2014.globalchange.gov/report/regions/great-plains>

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sandra Villarreal, Director of Health, Health Services, 325.657.4493

Meeting Date: July 12, 2016

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to Execute an Agreement with the Department of State Health Services and accepting the FY2017 CPS/HAZARDS Public Health Emergency Preparedness (PHEP) Grant in the amount of \$100,296 with the City providing a 10% Match of \$10,030 (S.Villarreal)

Summary/History:

The Public Health Emergency Preparedness (PHEP) Grant is a recurring grant applied to and received from the Department of State Health Services. The San Angelo-Tom Green County Health Department uses these funds to pay for 50% salary and benefits of the Nursing Manager and 100% of salary and benefits for a PHEP/Emergency Management Planning Specialist. Funds are used to carry out objectives addressing Centers for Disease Control Public Health Emergency Preparedness Goals of prevention, detection/reporting, investigation, control, recovery, and improvement. The Health Department is encouraged to partner and cooperate within and between jurisdictions in the State of Texas related to preparedness activities. Partnerships may include, planning activities, exercise, training and response to events or emergencies.

PHEP funding became available to State and Local Governments after the bombing of September 11, 2001. Funds were made available to help strengthen the public health system. The San Angelo-TGC Health Department has applied for and received PHEP funds since 2002.

Financial Impact:

The receipt of \$100,296.00 will allow the City of San Angelo's Public Health Emergency Preparedness Division of the Health Department to continue to exist and work on preparedness objectives as set forth by the Center of Disease Control. 100% of PHEP Planning Specialist and 50% of Nursing Manager salary and benefits will be paid for by this grant.

The City is obligated to provide 10% Match funds in the amount of \$10,030.00.

Other Information/Recommendation:

Attachments:

- | | |
|--|------------------------------------|
| 1. HD PHEP FY17 Resolution | 16-507_HLTH_HD PHEP FY17 RESO.docx |
| 2. HD FY17 CPS/HAZARDS PHEP Grant Contract | HD FY17 PHEP_Contract.pdf |

Presentation:

N/A

Approvals/Reviews:

Sandra Villarreal	Created/Initiated
Sandra Villarreal	Approved
Rick Weise	Approved
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION BY THE SAN ANGELO CITY COUNCIL RATIFYING THE APPLICATION AND CONTRACT FOR TEXAS DEPARTMENT OF STATE HEALTH SERVICES, PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANTS (PHEP) FOR FY 2016 AND FY 2017, IN ANNUAL SUM OF THE SUM OF \$100,296.00, TOTALING \$200,592.00, TO CARRY OUT THE CENTERS FOR DISEASE CONTROL PUBLIC HEALTH EMERGENCY PREPAREDNESS GOALS AND OBLIGATING THE CITY TO MATCH TEN PERCENT, ESTIMATED FOR FY2017 TO BE IN THE SUM OF \$10,030.00

WHEREAS, the City of San Angelo applied for and accepted a Texas Department of State Health Services Public Health Emergency Preparedness (PHEP) Grant for FY 2016, in the sum of \$100,296.00, used to carry out objectives addressing Centers for Disease Control Public Health Emergency Preparedness Goals; and,

WHEREAS, the City of San Angelo applied for and has been awarded a PHEP Grant for FY 2017, in the sum of \$100,296.00, requiring a ten percent match estimated to be \$10,030.00; and,

WHEREAS, the PHEP grants will permit the City of San Angelo to partner and cooperate with Tom Green County relating to preparedness activities; and,

WHEREAS, the grant application and award is recurring and has been accepted and so utilized in the past; and,

WHEREAS, funds are available to be allocated to pay the City's ten percent match for FY 2017:

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

The applications and contract for Texas Department of State Health Services Public Health Emergency Preparedness (PHEP) annual grants for FY2016 and FY2017, in the sum of \$100,296.00 for each fiscal year, totaling \$200,592.00, to be used to carry out objectives addressing Centers for Disease Control Public Health Emergency Preparedness Goals is hereby ratified; and, the PHEP grant funds are hereby accepted, with the City being obligated to pay 10% of the FY2017 grant amount, said match estimated to be in the sum of \$10,030.00. The City Manager or his designee is hereby authorized to execute a contract with the Texas Department of State Health Services in substantially the attached form, and related documents as

may be necessary or desirable to accept the PHEP grant funds and provide for their application for the purposes stated; and any such execution is hereby ratified.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Sandra Villarreal
Health Services Director

Theresa James, City Attorney

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001269-02**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and San Angelo-Tom Green County Health Department (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$200,592.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 07/01/2015 and ends on 06/30/2017. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010402CONT15 and CDC-RFA-TP12-12010402CONT16) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

The Total amount of this Contract will not exceed \$200,592.00

The total allocation amount for FY16 (07/01/2015 through 06/30/2016) is \$100,296.00

The total allocation amount for FY17 (07/01/2016 through 06/30/2017) is \$100,296.00

B. Identify the appropriate jurisdictional partners to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

C. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

D. Contractor shall address public health preparedness capabilities including, but not limited to the contractor's work plan, updated for each fiscal year, submitted to DSHS as provided for in Section 7. "Statement of Work" (O) of this contract.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. Capability 3 – Emergency Operations Center Coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. Capability 5 – Fatality Management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to be met as the incident evolves.
8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.
9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.
10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.
11. Capability 11 – Non-Pharmaceutical Interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.
12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.
13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.
15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

E. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

F. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

G. Contractor will comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

H. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal

Cooperation Contract.

I. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

J. The Contractor is required to provide matching funds, for each fiscal year of this Contract in the amount of at least ten-percent of the allocation amount for the applicable fiscal year. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

K. In the event of a public health emergency involving a portion of the state Contractor will mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

L. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within 30 days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

M. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

N. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease

in funds.

O. The Contractor will:

1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance;

2. Submit Performance Measures to DSHS within an established timeframe designated by DSHS as required by the CDC;

3. Submit the Capabilities Planning Guide assessment that encompasses the contract term, due to DSHS within an established timeframe designated by DSHS;

4. Update the Texas Public Health Risk Assessment Tool that encompasses the contract term, within an established timeframe designated by DSHS;

5. Submit the Strategic Map that encompasses the contract term, due to DSHS within an established timeline designated by DSHS;

6. Continue to improve the SNS Program by focusing efforts on the recommendations provided by DSHS in the BP4-FY16 Operational Readiness Review (ORR) Tool and participate in a technical assistance meeting determined by DSHS;

7. Submit the Mitigation Plan due to DSHS within an established timeframe designated by DSHS;

8. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS.

9. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015, using the template provided by DSHS. Submit a current Multi-Year Training & Exercise Plan that covers FY17 through FY22 to DSHS by January 13, 2017, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance.

10. For FY16 only, complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;

a. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1, 2016;

b. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016 for FY16 and by April 1, 2017 for FY17 to the preparednessexercise.dshs.state.tx.us inbox. Acceptable drills include:

i. Staff Call Down;

ii. Facility Set-up;

iii. POD Activation;

iv. Dispensing Throughput; and

v. RealOpt usage;

c. For FY16 only, submit above items listed in Section O. 6. b. to the DSHS SNS SharePoint Site sixty (60) days after completion of the drill or by April 1, 2016, whichever is earliest.

11. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.
12. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016 for FY16 (07/01/2015 – 06/30/2016); and, no later than August 15, 2017 for FY17 (07/01/2016 – 06/30/2017).
13. Conduct, or participate in, at least one Preparedness Exercise in accordance to the Contractor's exercise plan, and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with the timeframes established in the DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within sixty (60) days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan and an Improvement Plan. Exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. If the exercise is conducted as an SNS exercise (testing capabilities 8 & 9), in order for an exercise to meet the requirements of the HAZARD contract, the exercise must also test at least two additional capabilities. All capabilities tested should have objectives, observations, analysis, corrective actions and improvement plans that are directly related to each capability. The AAR/IP will be submitted to the Preparedness Exercise inbox (preparednessexercise@dshs.state.tx.us).
14. Designate a member of the PHEP program to attend, in person, all four quarterly meetings, per fiscal year, of the contract term. If the designee is unable to attend any of the meetings in person, the Contractor must notify DSHS in writing as to the reason for non-compliance.
15. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released within thirty (30) days of the contract start date.
16. Designate member of the PHEP program to attend, in person, two regional healthcare coalition meetings during the term of the contract from July 1, 2016 to June 30, 2017. Submit sign-in sheets from meetings as evidence of attendance.
17. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.
18. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.
19. For each fiscal year during this Contract in which the Contractor uses volunteers as provided in the Subsection, the Contractor must either:
 - a. Contractor must request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
 - b. Contractor must petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.
 - c. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management system, then the substitute system must meet the following federal requirements but are not limited to:
 1. Must offer Internet-based registration;
 2. Volunteer information is collected and maintained in a manner consistent with all Federal, State and

Local laws governing security and confidentiality;

3. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority
4. Must be able to verify the credentials of the 20 mandated professions;
5. Must be able to assign to one of four emergency credential levels;
6. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
7. Must be able to re-verify professional credentials every 6 months
8. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
9. Must be able to record All volunteer health professional affiliations; and
10. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
11. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.

P. In the event of another local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

Q. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

R. Ensure Contractor and subrecipient costs associated with this Contract are allowable and that subcontractor expenditures are approved and in compliance.

S. Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

T. Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

B. The initial reporting requirement schedule for the requirements are subject to change as DSHS and CDC may modify requirements and due dates. DSHS will send a requirements schedule within thirty (30)

days of the contract start date.

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services 1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

B-13:
invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

Support Document:
invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

B-13A:
invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

FSR:
invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us
FSRGrants@dshs.state.tx.us

8. Service Area

Tom Green County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 06/30/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069, 93.069, 93.069

14. DUNS Number:

078547502

This section intentionally left blank.

16. Special Provisions

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>.

Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements § 14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

C. General Provisions, Article V, Payment Method and Restrictions, Section 5.03, Final Billing Submission, is modified to add the following:

Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016 for costs incurred between the services dates of July 1, 2015 to June 30, 2016. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2017 for costs incurred between the services dates of July 1, 2016 to June 30, 2017.

D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.

a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:

b. Hold Harmless and Indemnification, Section 14.17;

c. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);

d. Insurance, Section 14.22;

e. Liability Coverage, Section 25.03;

- f. Fidelity Bond, Section 25.02;
- g. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
- h. Debt to State and Corporate Status, Section 4.01;
- i. Application of Payment Due, Section 4.02; and
- j. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

E. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS.

Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.

H. General Provisions, General Business Operations of Contractor, Article XIV, Section 14.20, Equipment, is revised to add the following:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 for FY16 and no later than June 30, 2017 for FY17, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016 for FY16 and on or before June 30, 2017 for FY17. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.01.

Enterprise Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The Enterprise Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the Enterprise Agency has paid

funds to Grantee for unallowable or ineligible costs, the Enterprise Agency will notify Grantee in writing, and Grantee shall return the funds to the Enterprise Agency within thirty (30) calendar days of the date of this written notice. The Enterprise Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the Enterprise Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The Enterprise Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements

State, Local and Tribal Governments

2 CFR, Part 225 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS Educational Institutions 2 CFR, Part 220

2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

Non Profit Organizations 2 CFR, Part 230 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

2

A chart of applicable Federal awarding agency common rules is located through a web link on the Enterprise Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>.

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05:

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the Enterprise Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission Office of Inspector General Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the Enterprise Agency should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2016-001269-02 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budget |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of San Angelo
Vendor Identification Number:	17560006599

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Telephone Number

E-mail Address

San Angelo-Tom Green County Health

Department

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: San Angelo-Tom Green County
Health Department

Program ID: CPS/HAZARDS

Contract Number: 2016-001269-02

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$135,674.00	\$0.00	\$0.00	\$135,674.00
Fringe Benefits	\$51,074.00	\$0.00	\$0.00	\$51,074.00
Travel	\$10,100.00	\$0.00	\$0.00	\$10,100.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$3,744.00	\$0.00	\$0.00	\$3,744.00
Total Direct Costs	\$200,592.00	\$0.00	\$0.00	\$200,592.00
Indirect Costs	\$0.00	\$20,060.00	\$0.00	\$20,060.00
Totals	\$200,592.00	\$20,060.00	\$0.00	\$220,652.00

CERTIFICATION REGARDING LOBBYING

Organization Name: San Angelo-Tom Green County Health Department

Contract Number: 2016-001269-02

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☒ Applicable

☐ Non- Applicable

Signature of Authorized Individual

Daniel Valenzuela

Date:

06/23/2015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name San Angelo-Tom Green County Health Department

Address 72 West College State Texas

City San Angelo Zip Code (9 digit) 76903

Payee Name City of San Angelo

Address 72 W College Ave State TX

City San Angelo Zip Code (9 digit) 76903-5814

Vendor Identification No. 17560006599 MailCode 013

Payee DUNS No. 078547502

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?

☒ Yes ☐ No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes ☒ No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

☐ Yes ☒ No

4. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐

Yes

☐

No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.

Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name Tina Bunnell
Email tina.bunnell@cosatx.us
Telephone (325) 657-4270

FFATA Contact Person #2

Name Sandra J. Villarreal
Email sandra.villarreal@cosatx.us
Telephone (325) 657-4493

☒

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature

Date

Daniel Valenzueala

06/23/2015

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Hagen, Risk Manager, Human Resources/Risk Management, (325)657-4359

Meeting Date: July 12, 2016

Item type: Consent Item

Caption:

Consider approval to pay Midwest Employers Casualty Company for \$85,224 renewal premium for Excess Workers Compensation insurance for policy year 2016-2017. This Premium is budgeted for in current fiscal year (C.Hagen)

Summary/History:

The City is self-insured for its workers compensation exposures. Claim exposures exceeding \$650,000 are insured by the purchase of Excess Workers Compensation Insurance. The renewal premium for fiscal year 2017 will be \$85,224.00 and is budgeted for in the current fiscal year.

City Code, Section 1.608 provides that the City Manager, "with approval of the City Council, is hereby authorized to purchase insurance as may be necessary to provide coverage to the extent that the loss exposure exceeds the reasonable capacity of the Self-Insurance Fund to afford adequate coverage. (1959 Code of Ordinances, Sec. 1-33-8)."

USI (insurance broker) solicited quotes from other Excess WC Insurance sources but responses indicated premiums from the other sources would exceed \$100,000 and provide less coverage than that currently provided by Midwest Employers Casualty Company (MECC). MECC has been our Excess Workers Compensation carrier since 2005. MECC is rated by A.M. Best to be A+ (Superior) in the XV Financial Size Category (\$2 Billion or greater).

Financial Impact:

The premium for excess workers compensation is an annually budgeted item and paid from Risk Management fund 330-1604-500.05-23.

Other Information/Recommendation:

Attachments:

1. Quotation Sheet City of San Angelo.pdf

Presentation:

Approvals/Reviews:

Charles Hagen	Created/Initiated
Lisa Marley	Approved
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved

Bryan Kendrick

Final Approval



Excess Workers Compensation Quotation Sheet

Insured: City of San Angelo
Policy #: EWC007308

Policy Effective Date: 07/01/2016
Quote Date: 06/09/2016
Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS					
	0203574	0203575				
Named States	TX	TX				
<u>SPECIFIC:</u>						
Specific Limit	STATUTORY	STATUTORY				
Specific Retention	\$650,000	\$750,000				
<u>EMPLOYERS LIABILITY:</u>						
Employers Liability Limit	\$1,000,000	\$1,000,000				
Employers Liability Retention	See Specific	See Specific				
<u>AGGREGATE:</u>						
Aggregate Limit	\$1,000,000	\$1,000,000				
Rate as a % of Normal Premium	232.6%	232.6%				
Estimated Aggregate Retention	\$1,896,941	\$1,896,941				
Minimum Aggregate Retention	\$1,859,003	\$1,859,003				
Aggregate Loss Limitation	\$500,000	\$500,000				
<u>RATING BASE:</u>						
Est. Annual Payroll	\$40,803,110	\$40,803,110				
Est. Annual Manual Premium	\$815,538	\$815,538				
Length of Policy (Years)	1.000000	1.000000				
Est. Policy Normal Premium	\$815,538	\$815,538				
Rate as a % of Normal Premium	10.45%	9.39%				
<u>PREMIUM:</u>						
Total Est Policy Prd Premium (including Flat Charges)	\$85,224	\$76,579				
Policy Minimum Premium	\$76,701	\$68,921				
Deposit Premium	\$85,224	\$76,579				
Deposit Flat Charge(s)	NA	NA				
<u>Total Deposit Due</u>	\$85,224	\$76,579				
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$2,557	\$2,297				
Commission	0%	0%				

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.

Insured: City of San Angelo
Policy #: EWC007308

Policy Effective Date: 07/01/2016
Quote Date: 06/09/2016
Quote Expiration Date: 60 Days

The following endorsements apply to all quote options:

CMB-11	Amendment to Schedule Item 11
CMB-197	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-TX	Texas
CMB-TX	Texas Important Notice
CMB-TX-EL	Texas Employers Liability

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is shown below and does not include any charges for the portion of losses covered by the United States Government under the Act.

	<u>0203574</u>	<u>0203575</u>
TRIA Charge	<u>\$2,557</u>	<u>\$2,297</u>

Name of Insurer: Midwest Employers Casualty Company
Name of Insured: City of San Angelo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Consent Item

Caption:

Consider authorization to increase amount for awarded contract VM-05-13 Auto Body Repair Service from not to exceed \$75,000 to an amount budgeted each fiscal year of \$120,000 annually for auto body repair services (R.Kramer)

Summary/History:

The Fleet Services Division is requesting City Council approval to increase the awarded contract for the repair of vehicles and equipment resulting from accidents. The current award amount is not to exceed \$75,000 annually and the contract is scheduled to expire in June 2018. The requested annual increase to \$120,000 annually will be applied to all remaining years of contract award. Current actual spend amounts related to this award are nearing \$75,000 for FY16.

This increase, if approved, will allow for continued repairs of vehicles or equipment involved in accidents. Fleet Services currently utilizes the following contracted vendors (all local): Santellano's Collision, Pardner's Body Shop, and Shirley Auto Repair.

The City contracts with local auto body shops for the repair of City equipment and vehicles needing auto body repair due to accidents or modification.

Financial Impact:

Staff recommends approval to increase amount for awarded contract VM-05-13 Auto Body Repair Service from not to exceed \$75,000 to an amount of \$120,000 annually for auto body repair services. This amount is budgeted in the current and future fiscal years.

Other Information/Recommendation:

Staff recommends approval to increase amount for awarded contract VM-05-13 Auto Body Repair Service to an amount of \$120,000 annually for auto body repair services.

Attachments:

Presentation:

Approvals/Reviews:

Ryan Kramer
Patrick Frerich
Shane Kelton
Theresa James
Tina Carriger

Created/Initiated
Approved
Approved
Approved
Approved

Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Consent Item

Caption:

Second 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 (J. 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. | Staff Report | PL_Z16-03 Bent_Tree_Staff Report.docx |
| 2. | Draft Ordinance | PL_Z16-03 Bent_Tree_Ordinance FINAL.docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved

Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

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

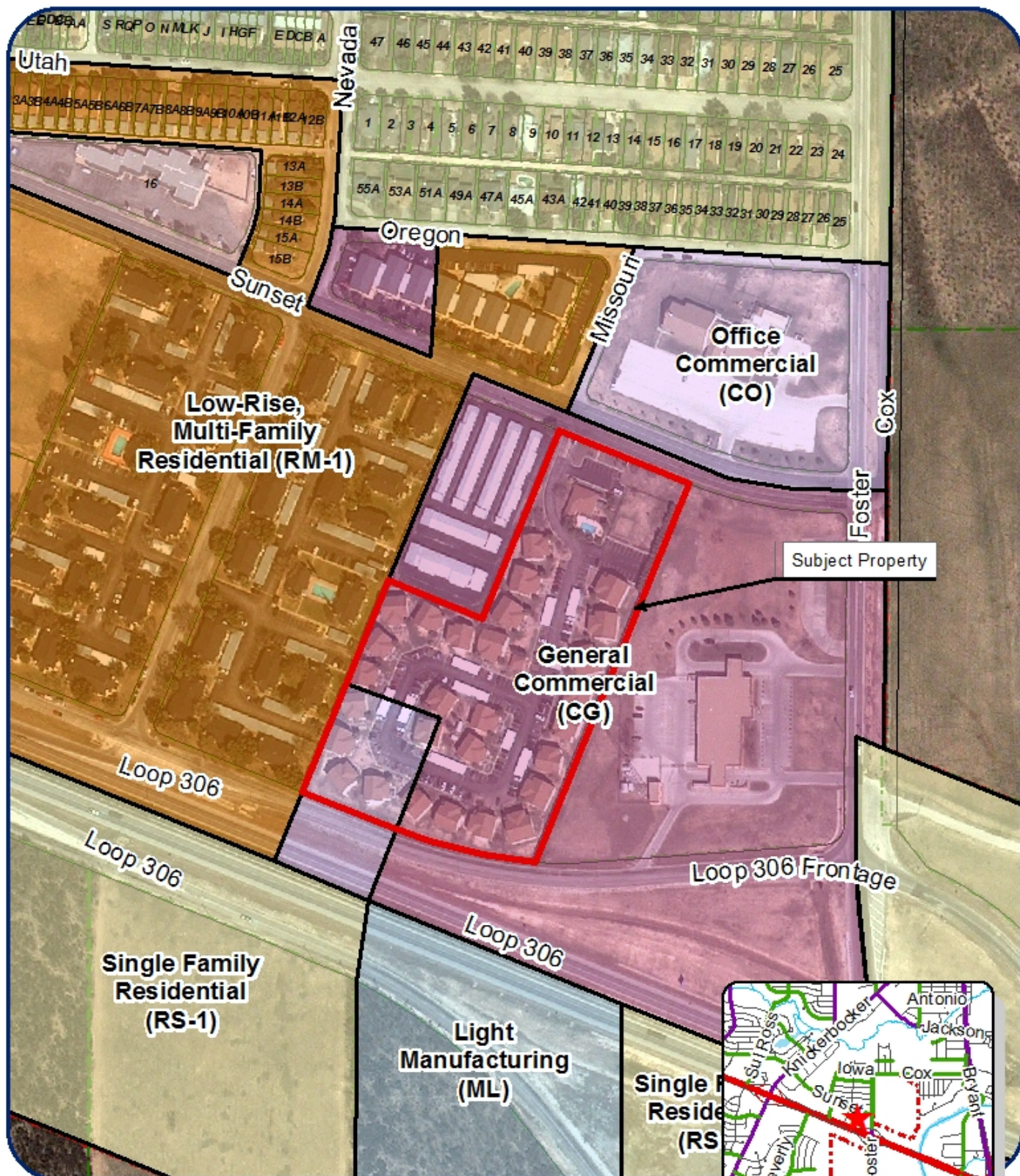
Subject Properties: —

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: —

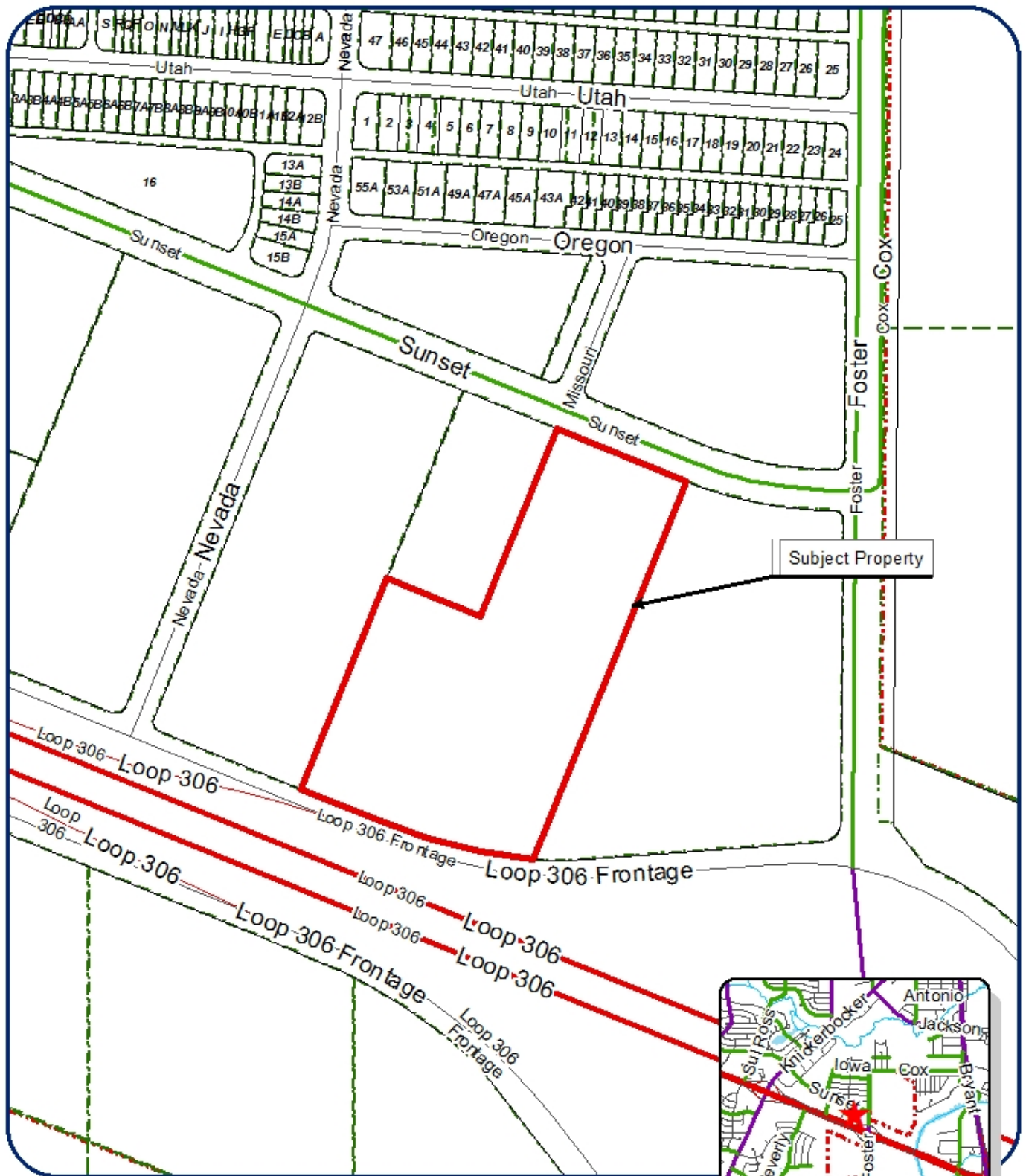
Current Zoning: CG and CO

Requested Zoning Change: RM-1

Vision: Transitional

N





Zoning Case File

Case Z16-03: Bent Tree

Council District: Rodney Fleming (SMD#1)

Neighborhood: Rio Vista

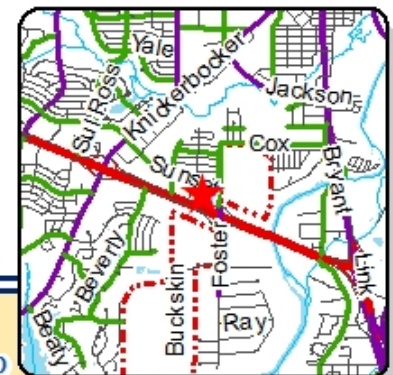
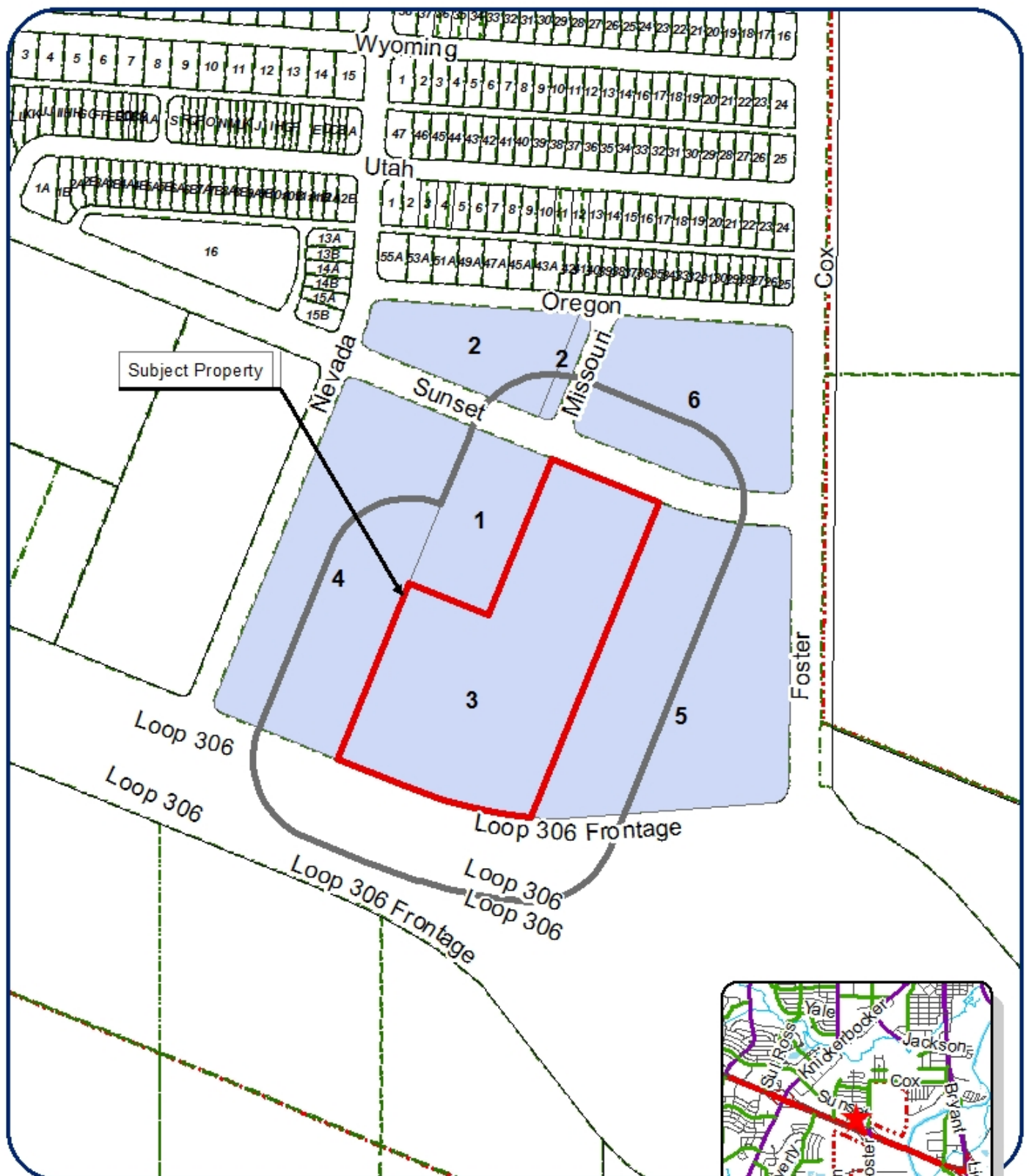
Scale: 1" approx. = 250 ft

Subject Property: 1625 Sunset Drive

Legend

Subject Properties: —
 Current Zoning: CG and CO
 Requested Zoning Change: N/A
 Vision: Transitional





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

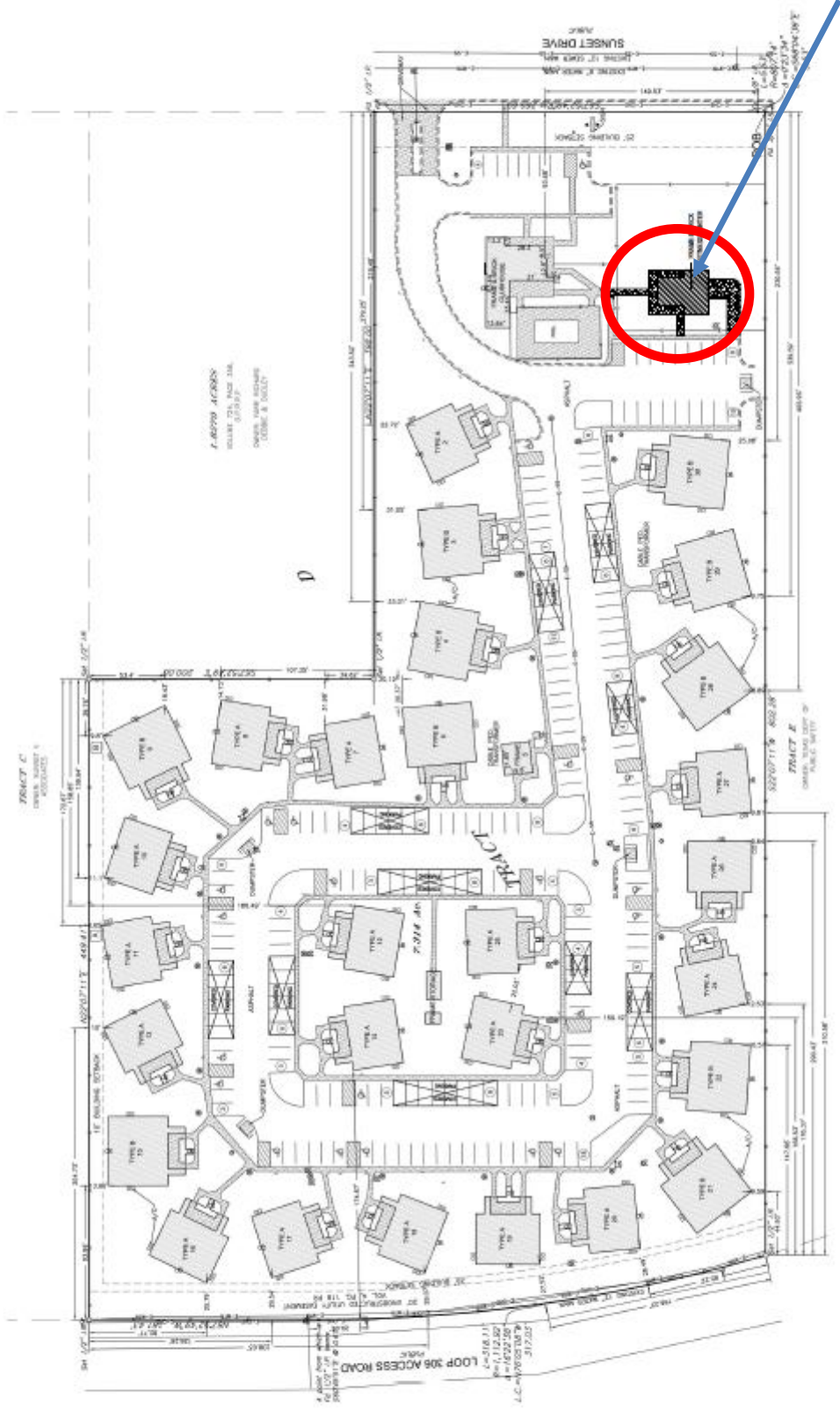
Requested Zoning Change: RM-1

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; AND PROVIDING FOR SEVERABILITY**

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.

INTRODUCED on the **21st day of June, 2016**, and finally PASSED, APPROVED AND ADOPTED on this the **5th 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: July 12, 2016

Item type: Consent Item

Caption:

Second 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 (J. 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. | Staff Report | PL_PD16-01 87 & 29 LLC_Staff Report.docx |
| 2. | Draft Ordinance | PL_PD16-01 87 29 LLC_Ordinance FINAL.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);

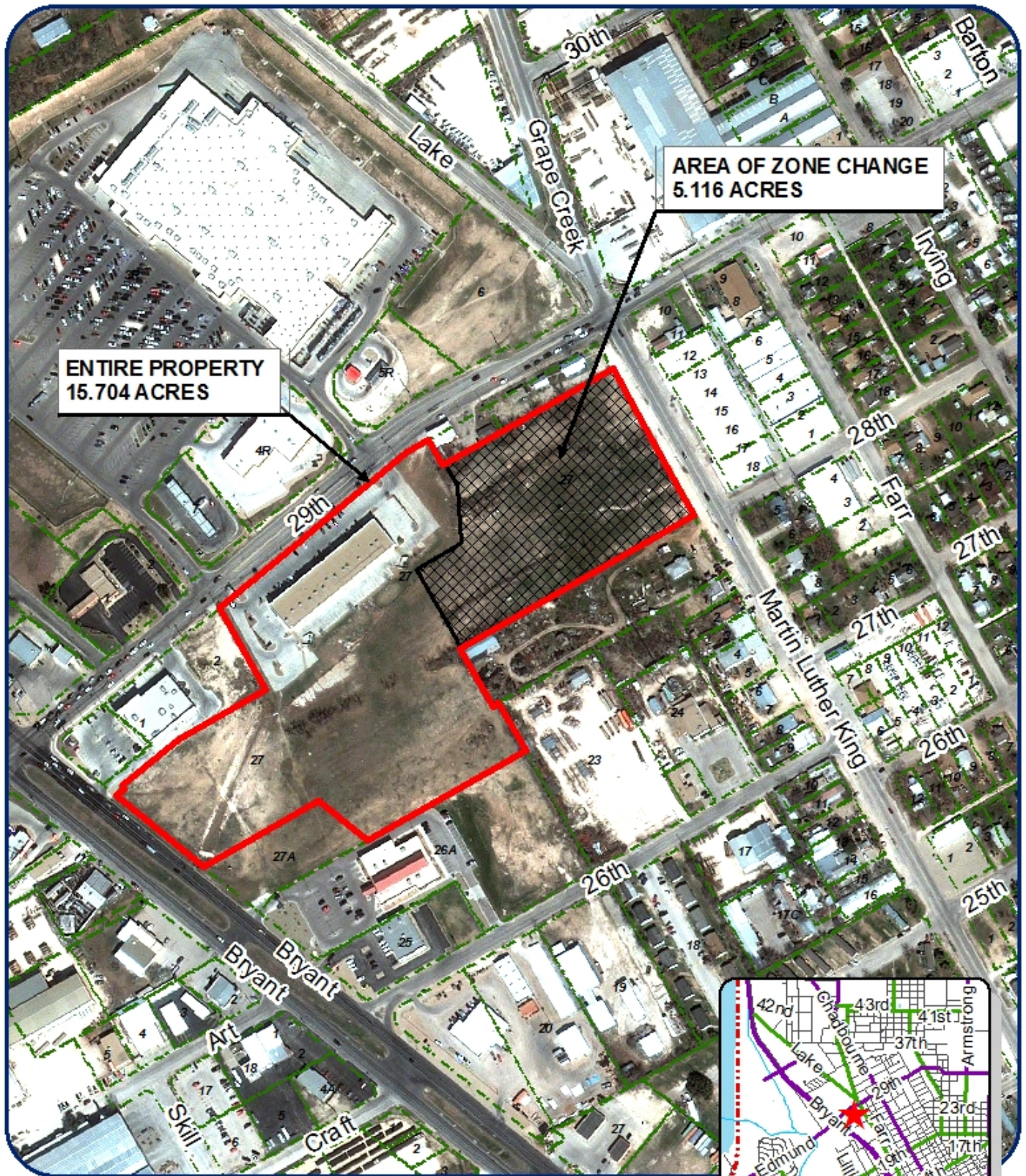
3. Rock or stone curbs (anchored); or
 4. Wheelstops (anchored).
- D. Landscaping plant material shall be of healthy stock, be native and naturalized, and have low water requirements.
- E. Dying or diseased landscaping plant material shall be replaced with an equivalent plant material.
- F. Adequate 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

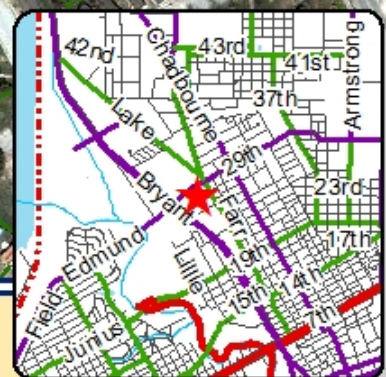
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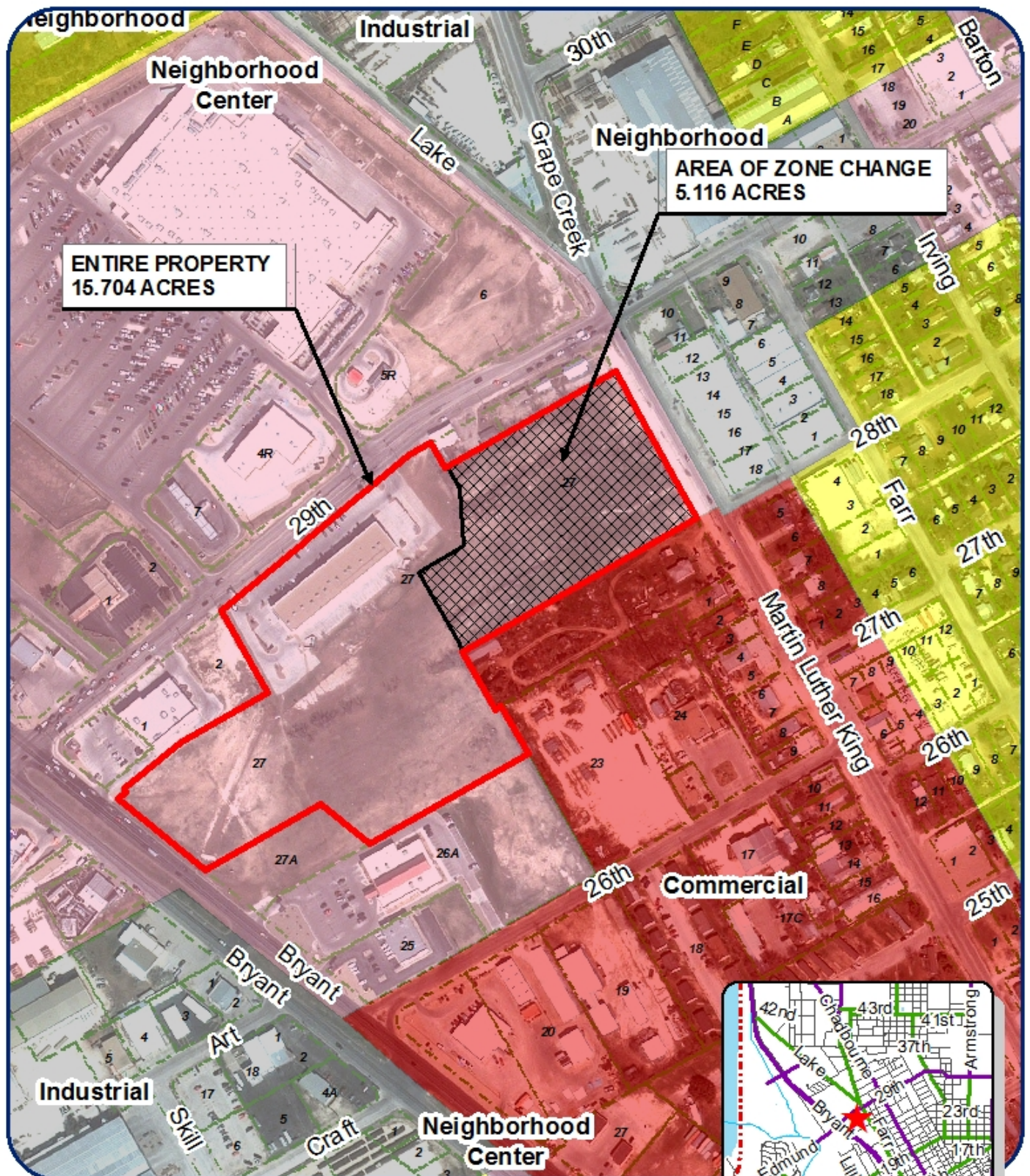
Subject Properties: —

Current Zoning: CG

Requested Zoning Change: PD

Vision: Neighborhood Center





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

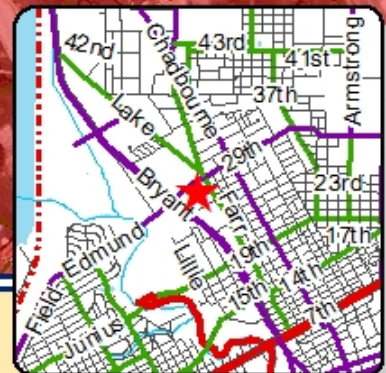
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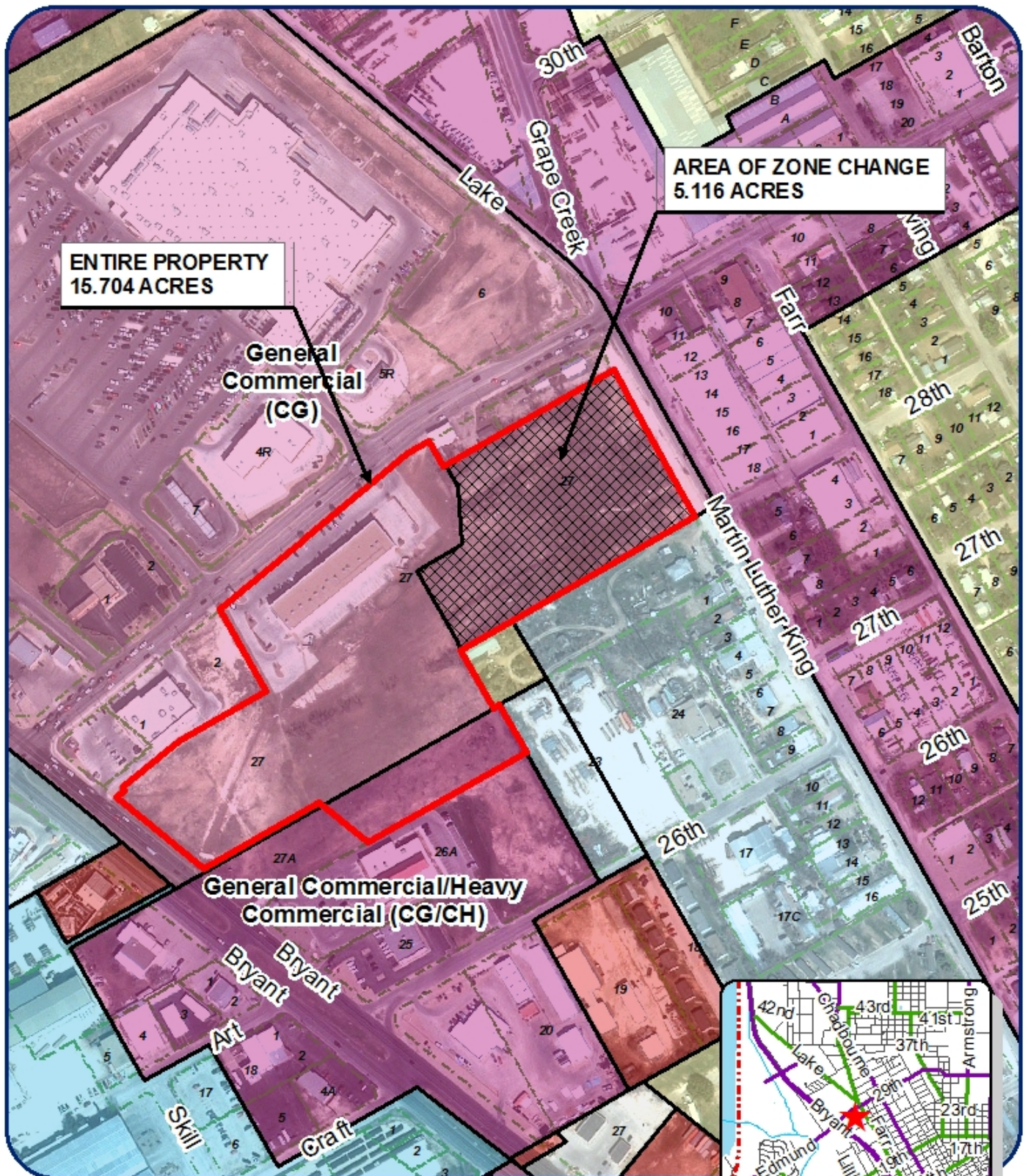
Subject Properties: —

Current Zoning: CG

Requested Zoning Change: PD

Vision: Neighborhood Center





Planned Development Case File
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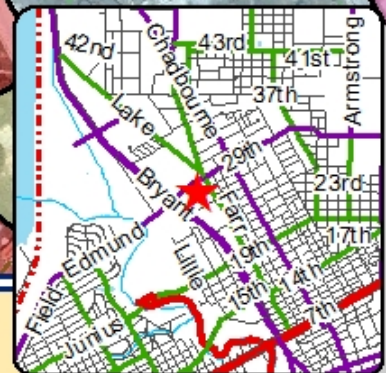
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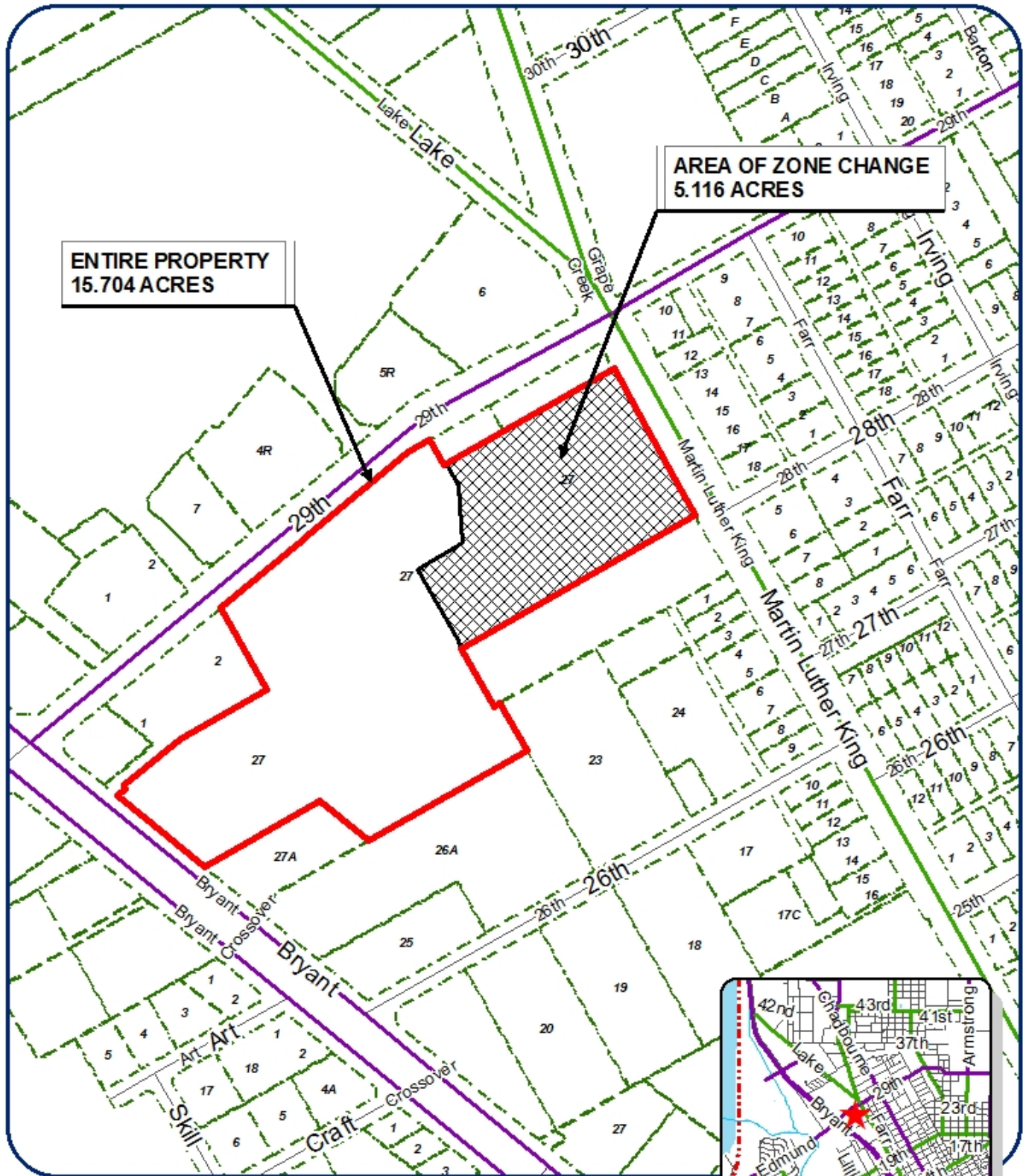
Subject Properties: —

Current Zoning: CG

Requested Zoning Change: PD

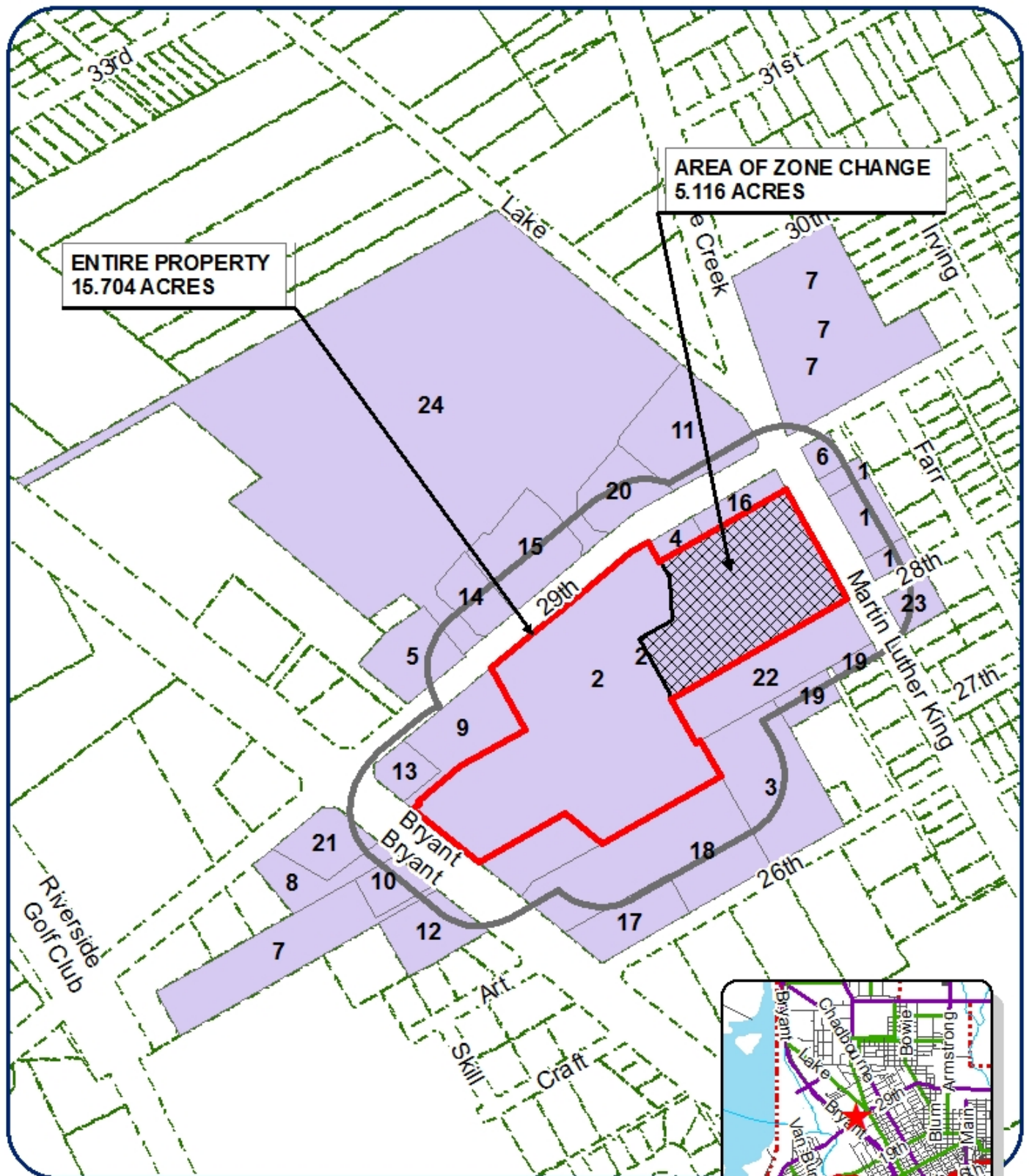
Vision: Neighborhood Center





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			



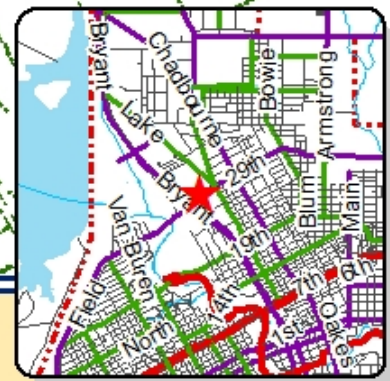


Planned Development Case File
Case PD16-01: 87 & 29 LLC

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

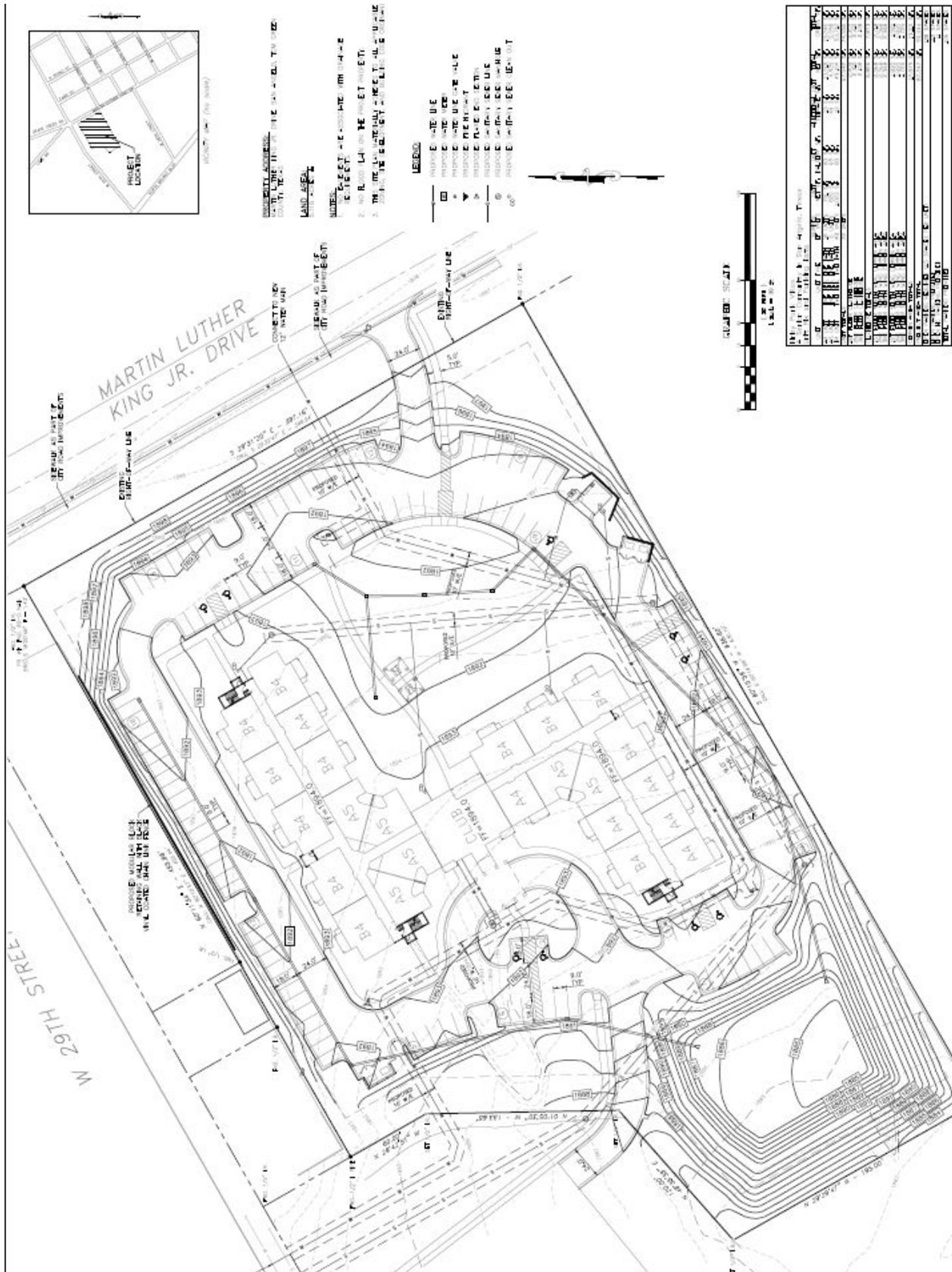
ADDRESS: 320 W 26TH ST
SAN ANGELO, TX 76903

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, Inc. LLC
1000 W. 10th St.
Suite 100
San Angelo, TX 76901



Kirby Park Villas

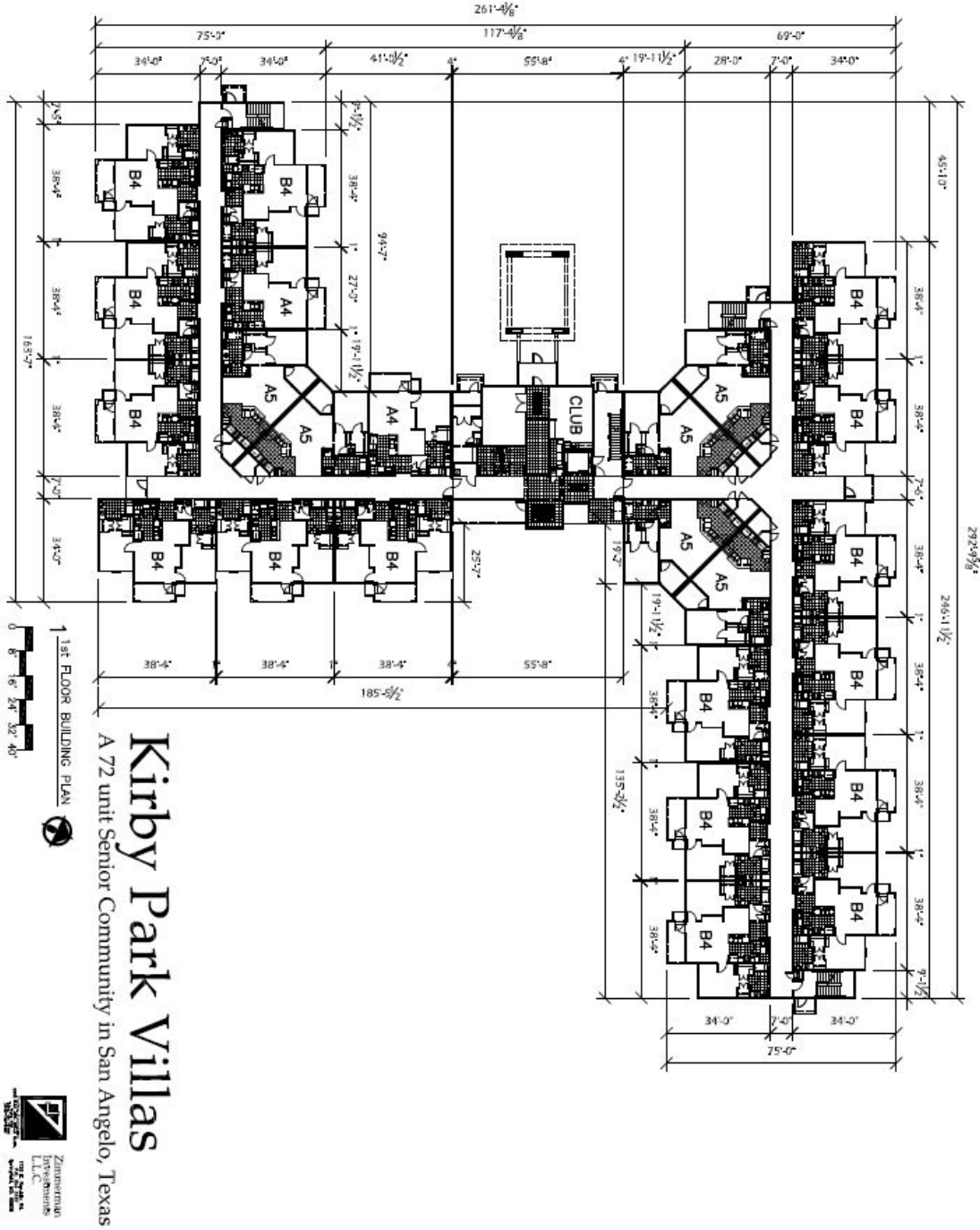
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Suite 100
San Angelo, TX 76901

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; AND PROVIDING FOR SEVERABILITY**

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: 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 5: 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 6: 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 7: 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 8: 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 9: 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 10: 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 11: 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 12: No outdoor storage shall be allowed within the boundaries of this Planned Development District.

SECTION 13: 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 **5th 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		ORANGE BELL
	RED BAY		RED BAY
	LIME DYE		ORANGE BELL
	EVERGREEN TREES		ORANGE BELL
	RED BAY		ORANGE BELL
	DOCKWOOD SHADY TREES		ORANGE BELL
	RED BAY		ORANGE BELL
	LIME DYE		ORANGE BELL
	EVERGREEN TREES		ORANGE BELL
	RED BAY		ORANGE BELL
	DOCKWOOD SHADY TREES		ORANGE BELL
	RED BAY		ORANGE BELL
	LIME DYE		ORANGE BELL
	EVERGREEN TREES		ORANGE BELL
	RED BAY		ORANGE BELL
	DOCKWOOD SHADY TREES		ORANGE BELL
	RED BAY		ORANGE BELL
	LIME DYE		ORANGE BELL
	EVERGREEN TREES		ORANGE BELL
	RED BAY		ORANGE BELL
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	LIME DYE		ORANGE BELL
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	RED BAY		ORANGE BELL
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	RED BAY		ORANGE BELL
	LIME DYE		ORANGE BELL
	EVERGREEN TREES		ORANGE BELL
	RED BAY		ORANGE BELL
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	RED BAY		ORANGE BELL
	LIME DYE		ORANGE BELL
	EVERGREEN TREES		ORANGE BELL
	RED BAY		ORANGE BELL
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	RED BAY		ORANGE BELL
	LIME DYE		ORANGE BELL
	EVERGREEN TREES		ORANGE BELL
	RED BAY		ORANGE BELL
	DOCKWOOD SHADY TREES		ORANGE BELL
	RED BAY		ORANGE BELL
	LIME DYE		



RED OAK (FALL COLOR)



CEDAR ELIM



LIVE OAK



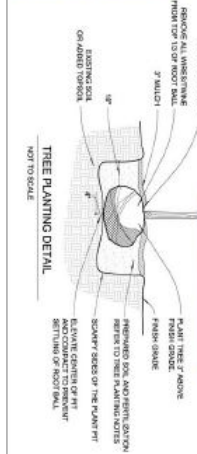
NELLIE STEVENS HOLLY



YAU-PON HOLLY


CRABBAPPLE

TEXAS
MOUNTAIN



TREE PLANTING DETAIL
NOT TO SCALE

GENERAL NOTES

[illegible]

INTEL TRAINING FIVE-MINUTE

EACH TREE IS LOCATED OUTSIDE THE PLANTING BED AND SHALL EXPOSE THREE (3) CLASP FEET OF BARK TO EARTH AND TWO (2) CLASP FEET OF AGED, STERILIZED COW MANURE MIX WITH THE TOPSOIL, AND USE AS A BACKFILL. APPLY A ROOTS TRANSPIRANT ONE STEP AT A RATE OF 4" OZ. PER GALLON (1 GAL PER 1000 SQUARE FEET) INTO THE TOP 3" OF SOIL BACKFILL.

MOLCH

LAWN
MULCH ALL THE LAWN LOCATED IN LAWN AREAS WITH
SPREADER HARDWOOD MULCH TO A DEPTH OF THREE (3) INCHES

LAWRENCE

[illegible]

RECEIPT ADDRESS:
The Editor
JOURNAL OF LINGUISTICS
609 EAST 58TH STREET
NEW YORK, N.Y. 10022

Kirby Park Villa
 Essex, England

Zimmerman
Properties

[illegible]

U-80	ELVAC	
	ALL NORTH	

City Landscapes
 11
 12

Building Elevations



1 WEST - FRONT ELEVATION



2 SOUTH - SIDE ELEVATION

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, MO 65088





Kirby Park Villas

A 72 unit Senior Community in San Angelo, Texas

**Zimmerman
Investments
L.L.C.**
17321 E. Republic Rd.
P.O. Box 5723
Springtown, MO 65888

Parker Associates, Inc., LLC
2001 East 4th Street, Suite 100
San Angelo, Texas
76901-1010

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

Consider adopting a resolution canvassing returns and declaring the results of the Runoff Election held on the 2nd day of July, 2016; providing a severability clause; and providing for an effective date - (Presentation by Mayor Morrison and City Clerk Bryan Kendrick)

Summary/History:

The canvassing of the Runoff Election is a routine action required by the election code.

Financial Impact:

The expense of the election was shared on a prorata basis with the Wall ISD. The base estimate is \$27,500.00.

Other Information/Recommendation:

Staff recommends adoption of the resolution

Attachments:

- | | |
|--|--|
| 1. Canvassing Resolution | 16-493_CC_JULY_2ND_CANVASS_RESO - Final Draft.docx |
| 2. Exhibit A Precinct by Precinct Report | doc03842920160615140420.pdf |
| 3. Code of Ordinances Sec 1.02.021 - 1.02.026 | Code of Ordinances Sec 1.02.021 - 1.02.026.pdf |
| 4. Code of Ethics and Conduct Member Statement | Code of Ethics Policy and Member Stmt.doc |

Presentation:

Approvals/Reviews:

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

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, CANVASSING RETURNS OF THE RUNOFF ELECTION HELD IN SAID CITY ON THE 2nd DAY OF JULY, 2016, FOR THE PURPOSE OF ELECTING MUNICIPAL OFFICERS; DECLARING RESULTS OF THE RUNOFF ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution No. 2016-05-068 of the City of San Angelo, Texas, adopted on the 18th day of May, 2016, a Runoff Election was duly held on the 2nd day of July, 2016, for the purpose of electing municipal officers to the following positions: Chief of Police to a four year term, and City Council Member for Single Member Districts Five to three year term; and

WHEREAS, said Runoff Election was held with the solemnities and formalities necessary to make a valid election, all notices having been posted in the manner and for the length of time required by law; and

WHEREAS, only duly qualified resident voters of the City of San Angelo, Texas, voted at the Special Election called and held on July 2, 2016; and

WHEREAS, section 67.003(a) of the Texas Election Code, as amended, generally provides that the canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not earlier than the eighth (8th) day or later than the eleventh (11th) day after election day; and

WHEREAS, section 67.004(a) of the Texas Election Code, as amended, establishes the quorum level required to canvass election results to be two members of the canvassing authority; and

WHEREAS, a quorum of the City Council met on Tuesday, July 12, 2016, and duly canvassed the election returns of the above described Runoff Election, attached hereto as **Exhibit "A"**;

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

Section 1. The findings set forth above are incorporated into the body of this resolution for all purposes as if fully set forth herein.

Section 2. The City Council officially finds and determines that an election was duly ordered to be held in the City of San Angelo, Texas on the 2nd day of July, 2016, for the purpose of electing municipal officers to the following positions: Chief of Police to a four year term, and City Council Member for Single Member District Five to a three year term; and that proper notice of said election was duly given; that proper election officers were duly appointed prior to said election; that said election has been duly made and election returns delivered; and that the City Council has duly canvassed said returns all in accordance with law.

Section 3. The City Council officially finds and determines that only qualified resident voters of the City of San Angelo were allowed to vote at said election, and the following votes were cast at said

election, and that the canvass of the votes cast in said election and returns thereof, which is attached hereto as **Exhibit “A”**, were made in accordance with the law.

Office/Candidate	Early/Absentee		Election Day		Total	
Chief of Police						
Tim Vasquez	2164	34.11%	1157	30.89%	3321	32.91%
Frank Carter	4180	65.89%	2589	69.11%	6769	67.09%
City Council Member, SMD 5						
Elizabeth Miller Grindstaff	707	47.93%	321	44.46%	1028	46.79%
Lane Carter	768	52.07%	401	55.54%	1169	53.21%

Section 4. Pursuant to the applicable provisions of the Texas Local Government Code, Texas Election Code, and the City of San Angelo, Texas Home-Rule Charter, the City Council officially finds, determines, and declares the results of said General Election to be that:

- (1) Frank Carter is elected Chief of Police for the City of San Angelo to a four (4) year term of office by majority vote of the votes cast for Chief of Police; and
- (1) Lane Carter is elected to the position of City Council Member Single Member District Five to a three (3) year term of office by majority vote of the votes cast for City Council Member Single Member District Five.

Section 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this resolution, since the same would have been enacted by the City Council without the incorporation of this resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. This Resolution shall be effective immediately upon its adoption.

The above Resolution was, upon motion made by _____ and seconded by _____, duly passed and adopted by the City Council of the City of San Angelo, Texas on the 12th day of July, 2016.

THE CITY OF SAN ANGELO, TX

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Content:

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James, City Attorney

DRAFT

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, CANVASSING RETURNS OF THE GENERAL ELECTION HELD IN SAID CITY ON THE 7TH DAY OF MAY, 2016, FOR THE PURPOSE OF ELECTING MUNICIPAL OFFICERS; DECLARING RESULTS OF THE GENERAL ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

EXHIBIT A

(Precinct Election Returns)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.021 Purpose of code of conduct

(a) The citizens and businesses of the city are entitled to have fair, ethical and accountable local government. Such government requires that public officials:

- (1) Comply with both the letter and the spirit of the laws and policies affecting operations of the government;
- (2) Be independent, impartial and fair in their judgment and actions;
- (3) Use their public office for the public good, not for personal gain; and
- (4) Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility.

(b) Recognizing that stewardship of the public interest must be their primary concern, councilmembers shall work for the common good of the people of the city and not for any private or personal interest. Councilmembers must endeavor to treat all members of the public and issues before them in a fair and equitable manner.

(c) Councilmembers shall comply with the laws of the nation, the state and the city in the performance of their public duties. These laws include, but are not limited to: the United States and Texas Constitutions; the city charter; and laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open meetings and public information acts.

(d) The city council has adopted a code of ethics to encourage public confidence in the integrity of local government and its fair and effective operation.

(e) The city council code of conduct shall be considered to be the definitive document relating to ethical conduct by city council members.

(1996 Code, sec. 2.121; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.022 Code of conduct and rules of procedure during city council meetings

City council members retain their rights guaranteed by the United States and Texas Constitutions to freely speak on matters of public importance. However, while the council is in session, the members must preserve order and decorum and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council, use personal, impertinent, or slanderous remarks, nor disturb any member while speaking or refuse to obey the orders of the council or the presiding officer, except as otherwise herein provided.

(1) Rules of procedure.

(A) A city council member desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine discussion to the question under debate, avoid discussion of personalities and indecorous language, and refrain from personal attacks and verbal abuse.

(B) A city council member desiring to question the administrative staff shall address

questions to the city manager or staff member presenting the information, who shall be entitled either to answer the inquiries or to designate some member of city staff for that purpose. City council members shall not berate nor admonish staff members.

(C) A city council member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of order is raised by another member, or unless the speaker chooses to yield to questions from another member. If a city council member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall remain silent or make additional remarks so as to comply with rules of the city council.

(D) City council members shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the city council.

(E) When there is more than one speaker on the same subject, city council members will delay their comments until after all speakers on the subject have been heard.

(F) No councilmember shall speak on any given subject twice unless everyone else has been given an opportunity to speak.

(2) Chair and duties.

(A) Chair. The mayor, if present, shall preside as chair at all meetings of the city council. In the absence of the mayor, the mayor pro tem shall preside. In the absence of both, the council shall elect a chair. If the mayor vacates the chair during a meeting, and the mayor pro tem is not available, the mayor may, subject to the approval of the city council, appoint a temporary chair. The first adjournment puts an end to this appointment.

(B) Call to order. The meetings of the city council shall be called to order by the mayor or, in the mayor's absence, by the mayor pro tem. In the absence of the mayor and mayor pro tem, the meeting shall be called to order by the city clerk.

(C) Preservation of order. The chair shall preserve order and decorum, and shall call upon the sergeant-at-arms as necessary to enforce compliance with the rules, and confine members in debate to the question under discussion.

(D) Questions to be stated. The chair shall state all questions submitted for a vote and announce the result. A roll call shall be taken when requested by a member.

(E) Call for recess. The chair may call for a recess at regular intervals with the consent of the council.

(F) Sergeant-at-arms. The city manager, in the absence of a designated law enforcement officer, shall act as sergeant-at-arms for the council and shall furnish whatever assistance is needed to enforce the rules of decorum herein established.

(3) Enforcement.

(A) A member who violates any of the rules stated herein shall be immediately warned by the chair that he or she is in violation.

(B) After three (3) warnings to the offending member during the discussion of a particular agenda item, the city council may, by a majority vote of the members present at the meeting, or four (4) votes, whichever number is larger, order the member ejected from the meeting for the duration of the meeting or any portion thereof. The sergeant-at-arms shall escort the member from the meeting.

(1996 Code, sec. 2.122; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.023 General policy role

- (a) Councilmembers shall respect and adhere to the council-manager structure of city government as provided in state law and the city charter.
- (b) Councilmembers shall support the maintenance of a positive and constructive environment for residents, businesses and city employees.
- (c) It is the responsibility of councilmembers to publicly share substantive information that is relevant to a matter under consideration that they have received from sources outside of the public decision-making process with all other councilmembers and the public prior to taking action on the matter.
- (d) Appropriate city staff should be involved when councilmembers meet with officials from other agencies and jurisdictions to ensure proper staff support as needed and to keep staff informed.
- (e) Councilmembers shall not attend internal staff meetings or meetings between city staff and third parties unless invited by city staff or directed by the council to do so.

(1996 Code, sec. 2.123; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.024 Implementation of ethics standards

Ethics standards shall be included in the regular orientations for city council candidates. Councilmembers entering office shall sign a statement affirming they have read and understand the city council code of ethics. (1996 Code, sec. 2.124; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.025 General conduct

- (a) Councilmembers must avoid behavior that could constitute an act of disorder or misbehavior. Specifically, they must avoid conduct that:
 - (1) Contravenes the Act, associated regulations and the council's relevant administrative requirements;
 - (2) Is detrimental to the pursuit of the charter of a council;
 - (3) Is improper or unethical;
 - (4) Is an abuse of power or otherwise amounts to misconduct;
 - (5) Causes, comprises or involves intimidation, harassment or verbal abuse;
 - (6) Causes, comprises or involves discrimination, disadvantage or adverse treatment in

relation to employment;

(7) Causes, comprises or involves prejudice in the provision of a service to the community.

(b) Councilmembers must act lawfully, honestly and exercise a reasonable degree of care and diligence in carrying out the functions under the Act or any other act.

(c) Councilmembers must treat others with respect at all times.

(1996 Code, sec. 2.125; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.026 Harassment

(a) Harassment of another member, staff or any member of the public is misconduct. It is the policy of the city that all persons be treated fairly in the workplace in an environment free of discrimination and of personal and sexual harassment.

(b) Harassment may be defined as any behavior by any person that is directed at or is offensive to another person on the grounds of race, color, disability, religion, sex, sexual preference, national origin, age, or any other legally protected characteristics. This is compliant with title VII of the Civil Rights Act of 1964, and chapter 21 of the Texas Labor Code.

(1996 Code, sec. 2.126; Ordinance adopted 3/11/08)

Code of Ethics for members of The San Angelo City Council

Preamble

The citizens and businesses of San Angelo are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of San Angelo commitment to excellence, the effective functioning of democratic government therefore requires that:

public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and fair in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the San Angelo City Council adopted this Code of Ethics for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. The members of the City Council and its boards and commissions shall be collectively referred to as "members" unless otherwise designated herein.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of San Angelo and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the San Angelo City Council, boards and commissions.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of Texas and the City of San Angelo in the performance of their public duties. These laws include, but are not limited to: the United States and Texas constitutions; the San Angelo City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of City Council, boards and commissions, the staff or public.

4. Respect for Process

Members shall perform their duties in accordance with the laws of the state and the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful

Code of Ethics

involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. Communication

Members shall publicly share substantive information that is relevant to a matter under consideration by the City Council or boards and commissions, which they may have received from sources outside of the public decision-making process.

8. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall comply with Texas Local Government Code Chapter 176.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

9. Gifts and Favors

Members will abide by state law, Charter provisions and City Ordinance with regard to accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

10. Confidential Information

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests. They shall not reveal the contents of discussions in executive session to person not legally entitled to such information.

11. Use of Public Resources

Code of Ethics

Members shall not use public resources not available to the public in general, such as city staff time, equipment, supplies or facilities, for private gain or personal purposes.

12. Advocacy

Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of San Angelo, nor will they allow the inference that they do.

13. Policy Role of Members

Members shall respect and adhere to the City Council-manager structure of San Angelo city government as outlined by the San Angelo City Charter. In this structure, the City Council determines the policies of the city with the advice, information and analysis provided by the public, boards and commissions, and city staff.

Except as provided by the city charter, members therefore shall not direct or interfere with the administrative functions of the city or the professional duties of city staff; nor shall they impair the ability of staff to implement City Council policy decisions.

14. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of City Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

15. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. Members shall recognize their special role in dealings with city employees so that they in no way create the perception of inappropriate direction to staff.

16. Implementation

As an expression of the standards of conduct for members expected by the city, the San Angelo Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of San Angelo code of ethics. In

Code of Ethics

addition, the Code of Ethics shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

17. Compliance and Enforcement

The San Angelo Code of Ethics expresses standards of ethical conduct expected for members of the San Angelo City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of boards and commissions and the mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention.

The City Council may impose sanctions on members whose conduct does not comply with the city's ethical standards, such as reprimand, formal censure, or loss of committee assignment. The city council also may remove members of boards and commissions from office as provided by the city ordinance.

A violation of this code of ethics shall not be considered a basis for challenging the validity of a City Council, board or commission decision.

Model of Excellence / Code of Ethics
San Angelo City Council, Boards and Commissions
MEMBER STATEMENT

As a member of the City of San Angelo City Council or of a board or commission, I agree to uphold the Code of Ethics for elected and appointed officials adopted by the City and conduct myself by the following model of excellence. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of San Angelo; and
- Treat all people with whom I come in contact in the way I wish to be treated.

I affirm that I have read and understood the City of San Angelo Code of Ethics.

	<u>City Council</u>
_____ Name	_____ Office

_____ Signature	_____ Date
--------------------	---------------

Certificate of Election

*In the name and by the Authority of the
State of Texas*

THIS IS TO CERTIFY, that at a special election held on the

2nd of July, 2016

Lane Carter

was duly elected

***City Council Member
Single Member District 5
of the
City of San Angelo***

***In testimony whereof, I have hereunto
signed my name and caused the Seal of
City of San Angelo to be affixed, this
the 12th day of July, 2016***

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

Attest:

Bryan Kendrick, City Clerk

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Lane Carter, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of San Angelo City Council - Single Member District Five of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

.....

State of Texas)
County of Tom Green)

Sworn to and subscribed before me
this 12th day of July, 2016.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Judge Allen Gilbert

Printed or Typed Name

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Lane Carter, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Date

Affiant's Signature

San Angelo City Council – SMD 5
Position to Which Elected/Appointed

San Angelo, Tom Green County, Texas
City and/or County

SWORN TO and subscribed before me by affiant on this ____ day of _____, 2016.

Signature of Person Authorized to Administer Oaths/Affidavits

Bryan Kendrick
Printed Name

City Clerk
Title

Certificate of Election

*In the name and by the Authority of the
State of Texas*

THIS IS TO CERTIFY, that at a special election held on the

2nd of July, 2016

Frank Carter

was duly elected

Chief of Police

for the

City of San Angelo

*In testimony whereof, I have hereunto
signed my name and caused the Seal of
City of San Angelo to be affixed, this
the 12th day of July, 2016*

*Dwain Morrison
Mayor of the City of San Angelo*

Attest:

Bryan Kendrick, City Clerk

Form 2204 - Oath of Office (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Execution and Delivery Instructions

The Oath is considered filed once it has been received by this office.

Mail: P.O. Box 12887, Austin, Texas 78711-2887.

Overnight mail or hand deliveries: James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

Fax: (512) 463-5569. If faxed, the original Oath should also be mailed to the appropriate address above.

Email: Scanned copies of the executed Oath may be sent to register@sos.state.tx.us. If emailed, the original Oath should also be mailed to the appropriate address above.

NOTE: Do not have the Oath of Office administered to you before executing and filing the Statement of Officer (Form 2201 – commonly referred to as the “Anti-Bribery Statement”) with the Office of the Secretary of State.

Commentary

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office, are commissioned by the governor. Tex. Gov’t Code, Section 601.005. The Secretary of State performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the Office of the Secretary of State confirms an officer’s qualification so that the commission may be issued.

Pursuant to art. XVI, Section 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer (see Form 2201) has been subscribed to and, as required, filed with the Office of the Secretary of State. Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, Section 12. A Statement of Officer form required to be filed with the Office of the Secretary of State is filed upon receipt by the Secretary of State. The Oath of Office may be administered by anyone authorized under the provisions of Chapter 602 of the Texas Government Code. Commonly used officials include notaries public and judges.

Officers Required to File Oath of Office with the Secretary of State:

- Gubernatorial appointees, appellate and district court judges, and district attorneys
- Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code file a duplicate original of their Oath of Office within 10 days of its execution. Tex. Water Code Ann. Sections 36.055(d); 49.055(d)

Officers Not Required to File Oath of Office with the Secretary of State:

- Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.
- All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or register@sos.state.tx.us.

Revised 10/2011

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Frank Carter, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of San Angelo Chief of Police of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Tom Green)

Sworn to and subscribed before me
this 12th day of July, 2016.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Judge Allen Gilbert

Printed or Typed Name

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Frank Carter, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Date

Affiant's Signature

San Angelo Chief of Police
Position to Which Elected/Appointed

San Angelo, Tom Green County, Texas
City and/or County

SWORN TO and subscribed before me by affiant on this ____ day of _____, 2016.

Signature of Person Authorized to Administer Oaths/Affidavits

Bryan Kendrick
Printed Name

City Clerk
Title

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

Public hearing of the 2016 Annual Action Plan for use of CDBG and HOME grant funds and consider approving a resolution authorizing City Manager to execute the applications, required certifications, related documents and annual funding agreements - (Neighborhood Services Director Bob Salas)

Summary/History:

The 2016 Annual Action Plan (AAP) is a document required of all entitlement cities receiving annual Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The AAP is the City's application for its 2016 CDBG and HOME funding. The Plan includes a summary of resources available, objectives and goals as they relate to affordable housing, outcome measures, geographic distribution, and barriers to affordable housing.

Approval the 2016 AAP will authorize the City Manager to execute the application for Program Year 2016 funding, required certifications and any other related documents, to include the annual funding agreement with HUD and file all documents with HUD. Funding allocations for 2016 were made by the City Council on June 21, 2016.

The City expects to receive approximately \$678,718 in CDBG funds and \$254,111 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.

Financial Impact:

The 2016 AAP is required to be submitted in order to receive federal funding from HUD for 2016 CDBG and HOME grants.

Other Information/Recommendation:

Approve 2016 AAP for submission to HUD.

Attachments:

- | | | |
|----|-------------------------|--------------------|
| 1. | 2016 Annual Action Plan | 2016 AAP Draft.pdf |
|----|-------------------------|--------------------|

Presentation:

Approvals/Reviews:

Bob Salas
Theresa James

Created/Initiated
Approved

Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval

2016 Annual Action Plan

CITY OF SAN ANGELO COMMUNITY & HOUSING SUPPORT



DRAFT

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This Annual Action Plan outlines the activities which will be undertaken during the program year beginning October 1, 2016 and ending September 30, 2017 using federal funds granted to the City of San Angelo by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and HOME Investment Partnerships grant (HOME) programs. Programs and activities described in this plan are intended to primarily benefit low-income and moderate-income residents of the City of San Angelo, neighborhoods with high concentrations of low-income and moderate-income residents, and the city as a whole.

Specifically, the plan identifies resources, addresses objectives and outcomes for funded activities, provides a description of geographic areas being affected, outlines plans to address the needs of the homeless and special needs citizens, and addresses the city's goals as they relate to affordable housing.

Based on citizen recommendations, the city plans to focus on four major activities: neighborhood revitalization, housing rehabilitation/preservation, clearance, and tenant-based rental assistance.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Objectives and outcomes: These activities address goals set in the 2015-2019 Consolidated Plan and meet one of the three **objectives** of the CDBG program:

1. Creating a Suitable Living Environment
2. Providing Decent Housing
3. Creating Economic Opportunities

Moreover, funded activities will address, and are consistent with, the following three **outcome** categories as outlined by the Outcome Performance Measurement System published in the Federal Register on June 10, 2005 (70FR 34044):

1. Improving availability or accessibility of units or services
2. Improving affordability not just of housing but of other services
3. Improving sustainability by promoting viable communities

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Evaluation of Past Performance: The City of San Angelo has been successful over the past year in furthering key housing objectives and goals cited in the 2015-2019 Consolidated Plan. We met or will have met all of the annual goals for emergency and housing repairs, tenant-based rental assistance, and the Homebuyers Assistance Program (HAP), and new home construction. Completion data for all projects will be reported in the Consolidated Annual Performance & Evaluation Report (CAPER).

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen Participation: This plan is the product of public outreach consistent with the City of San Angelo's 2015-2019 Five-Year Consolidated Plan. Public participation efforts included several public meetings and hearings, discussions with agencies and groups that provide services, assist and/or advocate for low-to-moderate-income citizens.

The Community & Housing Support (CHS) staff provided program information to include eligible activities and funds available for 2016. During these public meetings held throughout the city at various times and locations, public comment was received regarding the allocation of CDBG and HOME funds. All comments were accepted. In addition, a 30 day public comment period was provided from June 20, 2016 thru July 20, 2016.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

All public comments at the Neighborhood meetings and at the city council meeting were accepted. The citizens who participated in the meeting were in favor of the city continuing to improve the neighborhoods with the current Rehabilitation Program, the New Construction program (through the CHDO), the Emergency Repair program, and the Homebuyer's Assistance Program for first time home buyers. Citizens also agreed with moving towards a grant/loan rehabilitation program instead of 100% grant in order to be able to sustain the program with program income. In addition, it was discussed

among participating citizens that the city should not use grant funds to pay for a Code Compliance officer's salary, as it is believed this should be covered by general funds.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

Not applicable.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SAN ANGELO	Neighborhood & Family Services
HOME Administrator	SAN ANGELO	Neighborhood & Family Services

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Public participation plays a central role in the development of the Consolidated Plan. The City launched an in-depth, collaborative effort to consult with community stakeholders, elected offices, City departments, and beneficiaries of entitlement programs to inform and develop the priorities and strategies contained within this five-year plan. Public hearings, annual neighborhood public meetings, and annual assessments are regularly conducted by the Community & Housing Support Division to identify community needs. The City of San Angelo Community & Housing Support Division will continue to monitor the needs of the community through these activities and through cooperative efforts undertaken from time to time by other local entities.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City facilitated a comprehensive outreach process to enhance coordination and discuss new approaches to working with public and housing providers, private and governmental health agencies, mental health service providers, and other stakeholders that utilize funding for eligible activities, projects, and programs.

A community needs survey was conducted to solicit input from residents and workers in the City. Respondents were informed that the City was updating its Consolidated Plans for federal funds that primarily serve low-to-moderate-income (LMI) residents and areas. The survey polled respondents about the level of need in their respective neighborhoods for various types of improvements.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Concho Valley Homeless Planning Coalition (CVHPC) is a multi-sector group of stakeholders dedicated to ending and preventing homelessness in San Angelo. The group's primary responsibilities are to coordinate large-scale implementation of efforts to prevent and end homelessness. The CVHPC is governed by a board which stands as the driving force committed to supporting and promoting a systems change approach to preventing and ending homelessness in the City. The board is comprised of the members of local agencies and City government that provide services to meet affordable housing and community needs.

Members of the CVHPC meet on a monthly basis to discuss services available to homeless or about to be homeless and opportunities to coordinate these services. One of the issues the group has investigated

is introducing the *Operating and Adminstrating Homeless Management Information System (HMIS)* in San Angelo. The CVHPC has taken steps to integrate the HMIS across service providers in order to share information on recipients of these services. Besides meeting and exceeding HUD's requirements for the implementation and compliance of HMIS Standards, the effort will incorporate a rich array of service provider participation to capture and share information on service recipients.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The city does not have ESG grant funds to allocate nor have HMIS online at this time.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Salvation Army
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City staff met with the Salvation Army director to discuss homeless needs.
2	Agency/Group/Organization	Galilee CDC
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Executive Director to obtain housing needs data which will assist in the fulfillment of the Consolidate Plan and this year's Action Plan.
3	Agency/Group/Organization	SAN ANGELO HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Executive Director to obtain public housing data to help formulate this year's Action Plan.
4	Agency/Group/Organization	Concho Valley Community Action Agency
	Agency/Group/Organization Type	Housing Utility Payment Assistance
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Executive Director to obtain housing needs to help formulate the annual plan.
5	Agency/Group/Organization	Habitat for Humanity of San Angelo, Inc.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with board members to obtain housing data to help formulate the plan.
6	Agency/Group/Organization	MHMR of the Concho Valley
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Program Coordinator to obtain housing needs for persons with disabilities to help formulate the plan.
7	Agency/Group/Organization	INSTITUTE OF COGNITIVE DEVELOPMENT
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff contacted Executive Director to obtain information on the need for housing for victims of domestic violence.
8	Agency/Group/Organization	City of San Angelo
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Planning and other departments within the city to obtain data to help develop the plan.
9	Agency/Group/Organization	CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD (CVWDB)
	Agency/Group/Organization Type	Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff contacted organization to obtain workforce data to help develop the action plan.
10	Agency/Group/Organization	San Angelo Development Corporation
	Agency/Group/Organization Type	Economic Development
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Executive Director to obtain information on the economic environment in San Angelo.
11	Agency/Group/Organization	Dream Center
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff contacted Executive Director to obtain information on the need for transitional housing for homeless.
12	Agency/Group/Organization	Adult Mental Health Respite
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff contacted Executive Director to obtain information on the need for emergency housing for adults with mental health issues and homeless.

13	Agency/Group/Organization	Hernandez & Associates Law Firm
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed issues associated with the business environment for low/moderate income families which gives a better understanding of opportunities for low/moderate income families.
14	Agency/Group/Organization	Rev. Floyd Crider
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed homeless issues with Rev. Crider to obtain an understanding of the condition of homelessness.
15	Agency/Group/Organization	Tom Green County Health Department
	Agency/Group/Organization Type	Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed lead-based paint issues to get an understanding of the lead poisoning threat in the county.

16	Agency/Group/Organization	West Texas Organizing Strategy
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed affordable housing issues with WTOS leaders which assisted in the housing needs assessment.
17	Agency/Group/Organization	Small Business Development Center
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed the current state of small businesses in the city with the Director, identifying barriers to success.
18	Agency/Group/Organization	Adult Protective Services
	Agency/Group/Organization Type	Services-Elderly Persons Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed issues associated with senior care and housing needs.
19	Agency/Group/Organization	Women, Infants, and Children (WIC)
	Agency/Group/Organization Type	Child Welfare Agency Other government - State Other government - Local

What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed nutritional needs for children and pregnant mothers to coordinate state funding for WIC services.

Identify any Agency Types not consulted and provide rationale for not consulting

The city did not consult with agencies that represent public services since the city's focus on expenditure of funds is on housing programs due to continued cuts in federal funding and public sentiment to for the city to focus on housing. In addition, the city did not consult with adjacent units of general local government since there are no adjacent local governments that affect San Angelo's use of federal resources.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Concho Valley Homeless Planning Coalition	Homeless needs are addressed in both plans.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen Participation: This plan is the product of public outreach consistent with the City of San Angelo's 2015-2019 Five-Year Consolidated Plan. Public participation efforts included several public meetings and hearings, discussions with agencies and groups that provide services, assist and/or advocate for low-to-moderate-income citizens.

The Community & Housing Support (CHS) staff provided program information to include eligible activities and funds available for 2016. During these public meetings held throughout the city at various times and locations, public comment was received regarding the allocation of CDBG and HOME funds. All comments were accepted. In addition, a 30 day public comment period was provided from June 20, 2016 thru July 20, 2016.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
1	Public Meeting	Non-targeted/ broad community	The general response at the public meetings was support and approval for the programs we currently fund through CDBG and HOME such as Emergency Repairs, Rehabilitation through the Neighborhood Blitz, and Down Payment & Closing Cost Assistance for first time home buyers.	While most comments received were regarding general city business concerning other departments, the comments received pertaining to our programs were in favor of the current proposed allocation. Citizens who attended were concerned about grant funds paying for a code officer instead of general funds, home owner emergency repair assistance, home owner rehab assistance, and home buyer assistance.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The City of San Angelo's 2016 Annual Action Plan covers the time period from October 1, 2016 to September 30, 2017. The City's total entitlement is \$932,829. Over the past several years, the City of San Angelo has seen an annual reduction in funding for both CDBG and HOME funds with only a few exceptional years where the city saw slight increases in CDBG funds. Although these reductions adversely affect the city's ability to meet the needs of low-to-moderate income citizens, we will continue to strive to meet or exceed our goals by finding and taking advantage of synergies with local organizations and government entities wherever possible.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	678,718	32,000	0	710,718	1,988,217	CDBG funds will be used for the preservation of affordable housing units for LMI households.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	254,111	24,000	0	278,111	688,757	HOME funds are used to create and acquire affordable housing for low to moderate income households.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

When leveraging entitlement funding, the City combines other local, state, and federal financial resources to maximize the reach and impact of the City's HUD programs. HUD encourages the recipients of federal monies to demonstrate that efforts are being made to strategically leverage additional funds in order to achieve greater results. Leveraging funds is also a way to increase project efficiencies and benefit economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the cost of a project from a source other than the originating HUD program are documented.

The Community and Housing Support division leverages other city departments in order to obtain operating support to include financial, legal, planning, human resources, and purchasing. The City also leverages over \$370,000 of local sales tax revenue for gap financing provided to low/moderate income first-time home buyers. The City's annual Neighborhood Blitz, funded by CDBG, leverages over 800 volunteers to paint

and clean up neighborhoods targeted for revitalization. Moreover, the city receives a grant from Atmos Energy to continue a housing weatherization program, expending approximately \$25,000 to assist sixteen home owners.

While a 25% match is required for HOME funds, the City of San Angelo is considered distressed and currently has a match requirement of 12.5%. The match can be cash, the value of foregone interest, fees, or charges, appraised value of land or real property, or general funds, and must be available at the time the nonprofit requests reimbursement under its contract.

The majority of Consolidated Plan activities carried out by the Participating Jurisdiction involve the leveraging of a variety of sources. For example, during the FY2014-2015 reporting period, the HOME program utilized a variety of resources to meet the matching requirements. Over \$54,000 in match funds was accumulated 2014 program year. At the end of the program year, the city maintained \$2,097,220.00 in excess matching funds. This reserve was more than adequate to meet the required match liability for the 2014 program year.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

Please see discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent Housing	2015	2019	Affordable Housing	City Wide	Affordable Housing	CDBG: \$109,165	Homeowner Housing Rehabilitated: 35 Household Housing Unit
2	Home Ownership	2015	2019	Affordable Housing	City Wide	Affordable Housing Neighborhood Revitalization	HOME: \$110,300	Direct Financial Assistance to Homebuyers: 15 Households Assisted
3	Neighborhood Revitalization	2015	2019	Affordable Housing	BLACKSHEAR FORT CONCHO REAGAN RIO VISTA	Affordable Housing	CDBG: \$188,000	Homeowner Housing Rehabilitated: 30 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 5000 Household Housing Unit
4	Affordable Housing	2015	2019	Affordable Housing	BLACKSHEAR FORT CONCHO REAGAN RIO VISTA	Affordable Housing Neighborhood Revitalization	HOME: \$88,000	Homeowner Housing Added: 3 Household Housing Unit
5	Special Needs & Homelessness	2015	2019	Homeless Non-Homeless Special Needs	City Wide	Affordable Housing Homelessness	HOME: \$51,000	Tenant-based rental assistance / Rapid Rehousing: 23 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Decent Housing
	Goal Description	The Emergency Repair program will assist with meeting this goal.
2	Goal Name	Home Ownership
	Goal Description	The First-Time Homebuyer's Assistance program will assist with meeting this goal.
3	Goal Name	Neighborhood Revitalization
	Goal Description	The Homeowner Rehabilitation program and the Code Compliance Officer will assist with meeting this goal.
4	Goal Name	Affordable Housing
	Goal Description	The new construction program carried out by the CHDO for first-time homebuyers will assist with meeting this goal.
5	Goal Name	Special Needs & Homelessness
	Goal Description	The tenant based rental assistance program will assist with meeting this goal.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The City of San Angelo will provide affordable housing to approximately 26 low-to-moderate income families. Of these, we estimate approximately 18 will be extremely low income, 4 low income, and 3 moderate income.

AP-35 Projects – 91.220(d)

Introduction

The mission of the City's Community & Housing Support Division is to help increase homeownership, support community development, eliminate blight, and increase access to affordable housing for low to moderate income citizens. We execute the mission through a variety of programs that includes rehabilitation, new home construction (through the CHDO), homebuyer's assistance, code compliance, demolition, and emergency repairs.

Whenever possible, the City creates partnerships and synergies with local non-profit organizations that provide services and housing opportunities to low to moderate income citizens. These organizations include Community Housing Development Organizations (CHDO) and Habitat for Humanity.

The City of San Angelo has established three main objectives which are consistent with the 2015-2019 Consolidated Plan and meet one of the three national objectives of the CDBG program:

- Creating a Suitable Living Environment
- Providing Decent Housing
- Creating Economic Opportunities

Our plan to meet these objectives covers a myriad of activities. Some of these activities include increasing code enforcement efforts in low to moderate income target neighborhoods; coalescing with non-profit organizations that provide home repair to target citizenship; increasing the number of recreational facilities in target neighborhoods to include parks; expanding access to affordable rental housing, increasing the number of housing rehab projects across the city; and exploring new housing opportunities with housing partners.

As we work to meet these objectives, we anticipate that all funded activities will address and are

consistent with at least one of three outcomes:

- Improving availability or accessibility of units or services
- Improving affordability, not just of housing, but of other services
- Improving sustainability by promoting viable communities

#	Project Name
1	CD Admin
2	Rehab Admin
3	Housing Rehabilitation
4	Emergency Repairs
5	Code Compliance
6	Debt Service
7	HOME Administration
8	HAP - Homebuyer's Assistance Program
9	MHMR TBRA Assistance
10	Galilee Community Development Corporation CHDO

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City's ConPlan update coincides with the development of the first year Action Plan. The City awards Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funding to public entities and non-profit agencies that provide services and housing for LMI and special needs households. The City operates on a one-year grant funding cycle for CDBG and HOME projects. The only obstacle the City has to addressing underserved needs is limited available funding.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	CD Admin		
	Target Area	City Wide		
	Goals Supported	Decent Housing	Neighborhood Revitalization	Affordable Housing
	Needs Addressed	Affordable Housing	Neighborhood Revitalization	
	Funding	CDBG: \$142,144		
	Description	Administration of the CDBG programs including salaries, benefits, training, supplies, and services necessary to execute program activities.		
	Target Date	9/30/2017		
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.		
	Location Description	52 West College, San Angelo, Texas 76903		

	Planned Activities	Administration of the CDBG programs includes salaries, benefits, training, supplies, and services necessary to execute program activities. These activities include, but are not limited to, client intake, eligibility screening, inspections, financial management, monitoring of activities, and monitoring of subrecipients as applicable.
2	Project Name	Rehab Admin
	Target Area	BLACKSHEAR FORT CONCHO REAGAN RIO VISTA City Wide
	Goals Supported	Decent Housing Neighborhood Revitalization Affordable Housing
	Needs Addressed	Affordable Housing Neighborhood Revitalization
	Funding	CDBG: \$123,714
	Description	Administration of the CDBG Rehab program to include salaries, benefits, certifications, training, and supplies necessary to successfully execute the program.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.

	Location Description	52 West College
	Planned Activities	Administration of the Rehab programs including salaries, benefits, training, supplies, and services necessary to execute program activities. These activities include, but are not limited to, client intake, eligibility screening, inspections, financial management, monitoring of activities, and monitoring of subrecipients as applicable.
3	Project Name	Housing Rehabilitation
	Target Area	City Wide
	Goals Supported	Decent Housing Neighborhood Revitalization
	Needs Addressed	Affordable Housing Neighborhood Revitalization
	Funding	CDBG: \$150,000
	Description	Assistance will be provided to at least 20 eligible low/moderate income citizens within 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. Projects are scheduled on a first come first served basis and will be executed throughout the year. The Neighborhood Blitz activities will also utilize volunteers to paint the homes selected with paint donated by the Brush with Kindness program facilitated by Habitat for Humanity.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 20 low to moderate income single family households will be assisted.

	Location Description	While properties located within the city limits of San Angelo are eligible, the majority of the rehabilitation activities will be within the Fort Concho and Rio Vista neighborhoods.
	Planned Activities	Projects will consist primarily of siding replacement and painting. however, some housing units may need additional repairs such as windows and insulation. Projects are scheduled on a first come first served basis and will be executed throughout the year. The Neighborhood Blitz activities will also utilize volunteers to paint the homes selected with paint donated by the Brush with Kindness program facilitated by Habitat for Humanity.
4	Project Name	Emergency Repairs
	Target Area	City Wide
	Goals Supported	Decent Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$109,165
	Description	100% grant for low/moderate income homeowners for Emergency Repairs. An emergency is a situation that occurred without warning (within two weeks), is detrimental to life, health, or safety and requires immediate action. Action must be taken within 24-72 hours to remedy 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.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 35 low to moderate income single family households will be assisted through the Emergency Repair program.

	Location Description	Emergency repairs are conducted city-wide and not limited to target areas.
	Planned Activities	Repairs that are detrimental to life, health, or safety and require immediate action are completed with this program. These repairs include, but are not limited to gas leaks, sewer leaks, collapsed sewer lines, water leaks, and electrical hazards. Modifications to provide a barrier-free living space, when feasible, for homes occupied by either disabled or elderly individuals requiring such modifications will also be included.
5	Project Name	Code Compliance
	Target Area	BLACKSHEAR FORT CONCHO REAGAN RIO VISTA
	Goals Supported	Neighborhood Revitalization
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$38,000
	Description	Funds the salary and benefits for a City Code Compliance Officer. This officer will be assigned to enforce codes such as tall grass and weeds, unsightly junk material, and other items that put the health and safety of citizens at risk.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3,000 households within the low to moderate income target area will benefit from code compliance enforcement.

	Location Description	While the Code Compliance Division enforces code city-wide, the officer funded with CDBG funds will only operate within the specified targeted areas.
	Planned Activities	The code officer in the targeted areas emphasizes compliance to health and safety issues in teh residential and commercial buildings in the eligible areas. The Code Compliance Officer will also enforce codes such as junk, tall grass and weeds, junk appliances, refuse, unsightly material, temporary signs, and related state laws in low/moderate income aread defined by the 2010 Census.
6	Project Name	Debt Service
	Target Area	REAGAN RIO VISTA
	Goals Supported	Neighborhood Revitalization
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$147,695
	Description	Repayment of the Section 108 Loan for Rio Vista Park Renovation and Producer's Park Development. This loan, totaling \$2,035,000 plus interest will be paid back over a period not to exceed 20 years.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	Producer's Park is located at 1870 Ricks Drive, San Angelo, Texas. Rio Vista Park is located at approximately 2726 Ben Ficklin Road, San Angelo, Texas.

	Planned Activities	The Debt Service is used to repay the principal and interest on the Section 108 Loan taken to construct Producer's Park and rehabilitate Rio Vista Park. Both activities were completed by May 2013.
7	Project Name	HOME Administration
	Target Area	BLACKSHEAR FORT CONCHO REAGAN RIO VISTA
	Goals Supported	Decent Housing Home Ownership Affordable Housing Special Needs & Homelessness
	Needs Addressed	Affordable Housing
	Funding	HOME: \$27,811
	Description	Staff and related costs required for overall program management, coordination, monitoring, reporting, and evaluation of HOME programs.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	The offices for Community and Housing Support are located at 52 West College, San Angelo, Texas.
	Planned Activities	Administration of the HOME programs including salaries, benefits, training, supplies, and services necessary to execute program activities. These activities include, but are not limited to client intake, eligibility screening, home inspections, financial management, monitoring of activities, and monitoring of subrecipients as applicable.

8	Project Name	HAP - Homebuyer's Assistance Program
	Target Area	City Wide
	Goals Supported	Home Ownership
	Needs Addressed	Affordable Housing
	Funding	HOME: \$111,300
	Description	Provide down payment and closing cost assistance for low to moderate first time home buyers.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 15 low to moderate income households will benefit from the program.
	Location Description	The Homebuyer's Assistance Program will provide funding for homes purchased within the San Angelo city limits.
	Planned Activities	The Homebuyer's Assistance Program will provide down payment and closing cost assistance to low-to-moderate income first time home buyers who are purchasing a home within the San Angelo city limits.
9	Project Name	MHMR TBRA Assistance
	Target Area	City Wide
	Goals Supported	Special Needs & Homelessness
	Needs Addressed	Affordable Housing Homelessness
	Funding	HOME: \$51,000

	Description	Funds provide tenant-based rental assistance (TBRA) to 23 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.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 23 low to moderate income families with special needs will benefit from the TBRA assistance provided through this program.
	Location Description	City-wide.
	Planned Activities	Tenant Based Rental Assistance (TBRA) will be provided to clients with a chronic mental illness residing within the San Angelo city limits over a period of approximately a year while on the waiting list for Section 8 housing. The program will provide rental assistance, one-time security deposit assistance, and one-time utility deposit assistance as needed. TBRA may be used on any rental property within the City of San Angelo that meets HUD's minimum Housing Quality Standards.
10	Project Name	Galilee Community Development Corporation CHDO
	Target Area	BLACKSHEAR FORT CONCHO REAGAN RIO VISTA
	Goals Supported	Home Ownership Neighborhood Revitalization Affordable Housing
	Needs Addressed	Affordable Housing Neighborhood Revitalization

Funding	HOME: \$88,000
Description	Funds provide for new home construction for low/moderate income residents. GCDC's current goal is to build at least 3 homes with the 2016 allocation and other sources.
Target Date	9/30/2017
Estimate the number and type of families that will benefit from the proposed activities	Approximately 3 low to moderate income single family households will benefit from this activity.
Location Description	Approximately 3 homes will be constructed in a Target Area within the San Angelo city limits. Lots have not yet been purchased.
Planned Activities	GCDC will construct 3 single family homes for first time home buyers who are low to moderate income.

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

People of Hispanic origin compromise the largest minority in San Angelo. Areas with high concentrations of minority population are defined as block groups consisting of 51% or more minority population. Areas of the City with higher concentrations of low-to-moderate income households typically tend to be the areas with the greatest concentrations of minority populations. The largest concentrations of minority population are found in Census Tracts 3, 4, 7, 8, 9, and 14. Some of the Block Groups within these Census Tracts contain high concentrations of Hispanic population. Further, these are also the Census Tracts with the largest numbers and greatest percentages of low-to-moderate income residents.

Minority Concentrations - Indeed, the four neighborhoods targeted for revitalization are located in areas with lower income households and older housing units.

Please refer to the city's NRP online at www.cosatx.us/chs.

Community-wide projects are directed toward low-to-moderate income persons and are usually carried out throughout targeted low-to-moderate income Census Tract Block Groups. These projects are offered on a community-wide basis because, while there are distinct areas with high concentrations of low-to-moderate income populations within the City, over the years the low-to-moderate income population has spread throughout the community. This is especially true for elderly and special needs residents. Out of fairness to all eligible low-to-moderate income residents, these programs are offered on a city-wide basis.

Community-wide projects:

Emergency Repair Program

Homebuyers Assistance Program

MHMR TBRA Program

Target Area projects consist of those projects conducted in four City Council designated target areas - Rio Vista, Blackshear, Reagan, and Fort Concho. Code Compliance and the annual Neighborhood Blitz will be conducted strictly in target area neighborhoods as well as new home construction earmarked for the Neighborhood Revitalization Program.

Galilee Community Development Corporation is currently the only CHDO that has applied for 2016

CHDO set-aside funds. Although CHDO funds are not limited to target areas, Galilee has decided to focus on the target areas for their operations.

Approximately \$276K (\$38K Code Compliance, \$150K Neighborhood Blitz, \$88K CHDO new home construction) will be expended specifically in the neighborhoods targeted for revitalization which equates to 28% of total CDBG & HOME funds available for the program year.

Geographic Distribution

Target Area	Percentage of Funds
BLACKSHEAR	
FORT CONCHO	
REAGAN	
RIO VISTA	

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City is allocating resources to the four neighborhoods targeted for revitalization. However, the allocations are based on a first-come first-served project basis, so one neighborhood will receive more than the others. The City cannot determine the percentage of funds to be allocated in a particular neighborhood.

Discussion

See above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

AFFORDABLE HOUSING FOR HOMELESS/SPECIAL NEEDS

The City of San Angelo's actions as they relate to homeless and special-needs households are identified below.

Homeless Needs

There should be sufficient emergency shelters available for the needs of the homeless; however, the main emphasis should be on providing transitional and permanent housing. The local Salvation Army began a new program which they hope will alleviate some of the problems. This transitional housing program offers selected participants a place of residence with low nightly rates in order to provide the opportunity to save money for a home or apartment. Tenants are housed for three to four months, and each participant is required to take part in a financial course and to find a job. Staff then evaluates the tenants after 90 days and if qualified, the program pays the first month's rent and helps with utilities.

In addition to the Salvation Army, there are two transitional housing programs for men and women managed by the Alcohol & Drug Abuse Council that provide transitional housing for individuals suffering from drug and alcohol addiction. Also, the Institute of Cognitive Development provides transitional housing for families made homeless through domestic violence. These transitional housing programs are in place in 2015 and will continue in 2016.

Moreover, the majority of homeless individuals are associated with mental health issues. The city will assist in addressing this problem through its efforts described below regarding the Special Needs Population.

Housing for Special Needs Population

Elderly, frail elderly, handicapped, disabled and other special needs persons should likewise have the opportunity to live in decent, safe, sanitary affordable housing. Furthermore, this housing should be accessible and barrier free when required. Housing rehabilitation assistance through the Amy Young barrier removal program will be provided to homeowners with disabilities to fund renovations necessary to make their homes accessible. Additionally, the PHA offers several barrier free units to those qualified

individuals needing accessible housing.

MHMR Services of the Concho Valley will receive HOME funds to provide tenant-based rental assistance (TBRA) to 23 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. Initial and annual inspections of the units are required in order to assure that the funds are being used for decent, safe and sanitary properties.

Galilee Community Development Corporation will provide handicap accessibility features in houses constructed under its HOME funded New Construction Program when such features are requested by participant families.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	23
Total	23

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	23
The Production of New Units	3
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	26

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

Please see discussion above.

AP-60 Public Housing – 91.220(h)

Introduction

The PHA will continue to offer 174 public housing units consisting of 90 Low Rent Public Housing Family units, 60 elderly units, and 24 Acquisition Project units. The Desert Shadows complex will continue to offer 224 units for rent, but under the Land Use Restriction Agreement in effect only 112 of those units are available at less than market rent for low-to-moderate income tenants. The PHA will continue to provide the Housing Choice Voucher Rental Assistance Program, formally known as Section 8 to serve qualified low-to-moderate income families in San Angelo.

During FY 2002, the Housing Authority sold two of its Affordable Housing Program apartment complexes which resulted in a decrease of affordable housing units operated by the PHA from 221 to 168. Because of a Land Use Restriction Agreement (LURA), the two complexes will continue to benefit 53 lower income families in the City of San Angelo through private operation until expiration of the LURA in 12/21/2033. During FY 2004, the Housing Authority sold a third Affordable Housing Program apartment complex to a local hospital. In 2015 PHA purchased 12 units from the City of San Angelo. PHA now has 122 affordable housing units under its operation.

Actions planned during the next year to address the needs to public housing

The PHA intends to make modifications to public housing based on the Section 504 needs assessment. They intend to install lighting to enhance security; complete modernization of 1-2 units per year for the next five years; replace existing windows in two developments with new windows that comply with the *International Energy Conservation code* over the next five years. The PHA indicated that it will employ effective maintenance and management policies to minimize the number of public housing units off-line and reduce the turnover time for vacated public housing units. The PHA is also planning to continue a winterization program to properly seal and insulate windows and doors and improve the efficiency of all units through the purchase of “Energy Star” rated systems. The PHA continues to partner with the local SAPD to implement a Crime Free program to reduce crime and vandalism. This addition to the residents lease will include all Public Housing residents as well as residents living in the Affordable Housing program.

In 2011 The Housing Choice Voucher program was awarded twenty-five additional vouchers to assist HUD’s mission of eliminating homelessness among veterans. The Veteran’s Affairs Supportive Housing (VASH) program strives to work with the Big Springs VA office to obtain 100 % utilization of these vouchers. In 2015, the HCV program was awarded an additional 8 VASH vouchers. With the addition of these eight vouchers the PHA now has 816 Housing Choice Vouchers to offer low and very low income families.

Actions to encourage public housing residents to become more involved in management and

participate in homeownership

For 2016, the PHA will continue to encourage residents to submit responses both telephonically and in writing concerning any PHA matters. The resident Advisory Group provides input to the PHA. In 2015, the PHA opened the availability of the voluntary Family Self-Sufficiency program to not only HCV but Public Housing residents as well. This program encourages homeownership and is designed to remove barriers of residents looking to become self sufficient. This year had the FSS program more than doubled in size and the PHA now has 2 vouchers of the 10 homeownership vouchers leased. The PHA will continue to promote and develop this program to encourage FSS participants to participate in the homeownership program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Please see discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As part of a 2016 Homeless Count by the City's Homeless Coalition, there were 153 homeless identified and counted. This snapshot in time provides a general idea on the homeless problem in San Angelo. The Concho Valley Homeless Planning Coalition is working with local agencies to introduce HMIS in order to better support agencies that provide services to homeless citizens. The HMIS will monitor outcomes and performance measures for all the homeless services agencies in the county.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Concho Valley Homeless Planning Coalition will continue working with local agencies to ensure homeless persons are contacted and provided information on what types of assistance is available. In addition, an annual homeless count will be conducted to assess the needs of homeless persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Salvation Army will continue to provide shelter and nutritional assistance to homeless persons. In addition, the City will work with a local women's shelter to provide transitional housing for families made homeless due to domestic violence.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City is working with the Concho Valley Homeless Planning Coalition to develop plans to build a transitional housing complex to provide homeless persons a place to live up to 18 months. The City will also provide funding for MHMR to help clients transition into permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving

assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will continue providing affordable housing programs to include emergency housing repair and housing rehabilitation programs that will help keep low income families from becoming homeless especially renters who have a higher cost burden than homeowners by percentage. The City will also provide funds in the form of tenant-based rental assistance to help low income persons transition into permanent housing.

Discussion

Please see discussion above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

The City of San Angelo Council and staff believe that it does not have regulatory provisions which bar or create barriers to affordable housing. The City Council is keenly aware of the need to keep permit fees and property taxes low and is committed to raising fees and taxes only when absolutely necessary for essential services. Council also supports affordable housing programs to include Low Income Housing Tax Credits in high opportunity areas of the city and other CDBG/HOME funded or supported programs.

Slow economic development in San Angelo is another barrier to affordable housing for some citizens. The City of San Angelo has undertaken aggressive measures to remedy the problem. One of those measures was to extend the ½ cent sales tax to fund performance-based job creation and business retention. The City of San Angelo Development Corporation provides grants to businesses interested in setting up or expanding operations in San Angelo. Types of businesses include manufacturing, warehousing/distribution, data processing, telecommunications services, research and development, information services, correctional institutions, mining, and agricultural services.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The major barrier to affordable housing is still a lack of funds. While education and/or job training may provide a means to increasing income and improving living conditions for some low income families, low income elderly and disabled will not likely be able to achieve these goals through education or job training.

Slow economic development in San Angelo is another barrier to affordable housing for some citizens. The City of San Angelo has undertaken aggressive measures to remedy the problem. One of those measures was to extend the ½ cent sales tax to fund performance-based job creation and business retention. The City of San Angelo Development Corporation provides grants to businesses interested in setting up or expanding operations in San Angelo. Types of businesses include manufacturing, warehousing/distribution, data processing, telecommunications services, research and development, information services, correctional institutions, mining, and agricultural services.

Discussion

In addressing the barriers to affordable housing, the City will continue to offer its owner-occupied Housing Rehabilitation Program and the Neighborhood Revitalization/Enhancement Program and will continue its 100% Emergency Repairs Grant Program through the Community & Housing Support Division. The Community & Housing Support Division will also administer the Homebuyers Assistance

Program which offers down payment and closing cost assistance to low to moderate income homebuyers.

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AP-85 Other Actions – 91.220(k)

Introduction

This section discusses the City's efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

During grant year 2016, the City of San Angelo will take action to address obstacles to meeting underserved needs in several areas as discussed below.

Actions planned to foster and maintain affordable housing

Low and moderate income persons should have decent, safe, sanitary, and affordable housing. To address this continuing problem, the City will offer its owner-occupied and rental single family housing rehabilitation and emergency repairs 100% grant programs. Owner-occupied and rental single family housing rehabilitation is critical to aging neighborhoods, especially lower income neighborhoods, in preventing slum/blight conditions from developing. Such neighborhoods have large concentrations of single parent families and elderly residents who lack the financial and/or physical ability to provide even routine maintenance and repairs. Unless these neighborhoods are addressed, neglect will occur and will ultimately result in deterioration of the housing stock and contribute to the further decline of these neighborhoods.

The Housing Rehabilitation Program Neighborhood Blitz is funded with \$150,000 of 2016 CDBG funds. Rehabilitation assistance to low-to-moderate income persons for the purpose of replacing siding and painting the exterior walls to help reduce blight conditions in the neighborhood. In addition, an allocation of \$109,165 of 2016 CDBG funds will enable the department to continue an Emergency Repairs 100% Grant component to the Housing Rehabilitation Program, which will provide assistance with a 100% grant up to \$5,000 for homeowners in need of emergency repairs.

Down payment and closing cost assistance will be provided for income qualified homebuyers under the City's Homebuyers Assistance Program (HAP) which has been allocated HOME funds in the amount of \$111,300. The assistance will be provided as a forgivable, no-interest deferred payment loan which will not have to be repaid as long as the homeowner occupies the home as his or her principal residence for the full five year affordability period.

To further aid in addressing the priority of Housing, the City will assist Galilee Community Development Corporation in construction of three houses for low-to-moderate income families.

HOME funds will be provided for tenant-based rental assistance to 23 persons/households. Additional

information regarding the City's Housing objective is contained in this Annual Action Plan under Activities to be undertaken.

Actions planned to reduce lead-based paint hazards

Lead-Based Paint Hazards

The HOME Neighborhood Enhancement/Revitalization rehabilitation component and Housing Rehabilitation Program will adhere to the HUD Regulation on Lead-Based Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance, 24 CFR Part 35, Subpart J, that went into effect on September 15, 2000. In response to this regulation and as one of the 2000 Annual Action Plan goals, CHS staff prepared and incorporated a chapter on Lead-Based Paint Hazards in its rehabilitation program guidelines, which is applicable to both CDBG and HOME funded activities.

The CHS Housing Program Coordinator received training and is currently certified by the State in order to carry out the required lead-based paint inspections, risk assessments, interim control/abatement work, lead abatement supervisor, and clearance testing.

Actions planned to reduce the number of poverty-level families

Anti-Poverty Strategy

The City recognizes that its future economic viability rests with elimination of poverty. San Angelo has and will continue to undertake efforts in housing and supportive services to improve the quality of life of its low-to-moderate income residents so long as funding for such activities is available. The major factor in predicting poverty and locking people into a life of poverty is the lack of education and job skills. Being without requisite education and skills necessary to obtain a job paying more than minimum wage prevents many residents from departing the ranks of the impoverished. Therefore, workforce development and area-wide economic development have been identified as priorities which will aid the City in reducing the number of persons living below the poverty level.

The West Texas Training Center, which opened January 3, 2001, is located on property owned by the City and is the focal point of a cooperative effort amongst the City, San Angelo Independent School District, Angelo State University, Howard College, the Chamber of Commerce, and regional business, industry and health care organizations to meet the occupational training needs of the Concho Valley region and West Texas. The Center was renovated/constructed through funding provided by \$1.2 million in an EDA grant, \$925,000 from a State Special Item Appropriations grant, \$40,000 from Howard

College and additional funding from the San Angelo Health Foundation.

Actions planned to develop institutional structure

Institutional Structure and Coordination of Activities

The City of San Angelo Community & Housing Support Division, which administers CDBG and HOME funds is a division of the municipal government. The PHA is a separate entity with a Board of Directors appointed by the Mayor of the City of San Angelo. However, the CHS staff will continue to work with the PHA staff to leverage other federal funds earmarked for affordable housing.

As established by the many cooperative efforts undertaken by the City of San Angelo described previously in this Plan, coordination of activities is an ongoing process. In 2016, the CHS staff will continue to provide technical assistance to all non-profit organizations within the City, particularly those which are the Subrecipients of CDBG and HOME funds and those which are HOME Community Housing Development Organizations. The staff typically provides technical assistance on the availability of federal grants and the availability of private grants and funds to include faith-based organizations. Technical assistance is also provided on program compliance, documentation, and monitoring matters.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of San Angelo benefits from a strong network of housing and community development partners, such as the Annual Community Development Directors Meeting, Galilee Community Development Corporation, and the Homeless Coalition of San Angelo. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local organizations and developers in sharing information and resources.

Discussion

Please see discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

The activities planned provide for the expenditure of all CDBG funds expected to be available during the program year, including program income. No amount has been excluded for eligible activities that have been identified for the contingency of cost overruns. There is no surplus from urban renewal settlements. No grant funds have been returned to the line of credit for which the planned use has not been included in a prior statement, plan or amended plan. No income will be received from float funded activities in 2016. No “urgent need” activities are allocated 2016 CDBG funding. Approximately 80% of CDBG funds will be used to benefit low-to-moderate income persons.

HOME investments by the City of San Angelo in fiscal year 2016 will consist of grant funds and program income funds. No HOME funds will be used to refinance existing debt secured by multi-family housing being rehabilitated with HOME funds; therefore, no such guidelines are required. The City intends to use 2016 HOME funds for First-time Homebuyers. Our guidelines for recapture of funds are included in the City’s HOME program documents for the Home Buyer’s Assistance Program, the Neighborhood Enhancement/Revitalization Program which includes a down payment and closing cost component, and Galilee Community Development Corporation’s housing construction program, all of which assist homebuyers. All housing under these programs must be acquired by homebuyers whose family qualifies as low-income and the housing must be the principal residence of the family throughout the applicable affordability period. In the case of default, the case will be handed to the City’s Legal Department in order to initiate foreclosure proceedings.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities 0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 80.00%

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City of San Angelo does not use HOME funds in any other manner than those described in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The CDBG/HOME investment subject to **recapture** is based on the amount of assistance provided and the affordability period on which it is based. Repayment of proceeds at transfer of the property must be reinvested in another HOME-eligible activity. The beneficiaries of that investment must also be low-income households. In the event of a sale, short sale, and/or foreclosure, the amount recaptured will be limited to the amount of shared net proceeds available at the time of such occurrence. The city also passes on its recapture requirements to Galilee Community Development Corporation's housing construction program, all of which assist homebuyers. All housing under these programs must be acquired by homebuyers whose family qualifies as low-income and the housing must be the principal residence of the family throughout the applicable affordability period. In the case of default, the case will be handed to the City's Legal Department in order to initiate foreclosure proceedings.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Annually, the HOME Program Administrator and Housing Rehab Program Administrator conduct inspections on HOME and CDBG funded units to include CHDO built units to ensure compliance to

the affordability period as stated in the legal documents. This will be accomplished by the following:

1. Check the current water bill with the Water Billing Department to ensure the client is still the main recipient at the appropriate address.
 2. Check with the Tom Green County Appraisal District to ensure name on tax rolls has not changed.
 3. If the name listed in either the water bill or tax roll does not match original client's name, a title search will be conducted followed by a site visit.
 4. If non-compliance to the affordability period is discovered, action to recapture funds will be taken.
-
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of San Angelo will not use HOME funds to refinance existing debt.

Discussion

Please see discussion above.

Attachments

DRAFT

Grantee SF-424's and Certification(s)

Version 7/03

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application ☐ Pre-application ☐ Construction ☐ Non-Construction ☐ Construction ☐ Non-Construction

2. DATE SUBMITTED: 08/15/2016

3. DATE RECEIVED BY STATE: Applicant Identifier: B-16-MC-48-0025

4. DATE RECEIVED BY FEDERAL AGENCY: State Application Identifier: Federal Identifier:

5. APPLICANT INFORMATION

Legal Name: City of San Angelo

Organizational DUNS: 07-854-7502

Address: Street: 72 West College

City: San Angelo

County: Tom Green

State: Texas Zip Code: 76903

Country: United States

Organizational Unit: Department: Neighborhood & Family Services

Division: Community & Housing Support

Name and telephone number of person to be contacted on matters involving this application (give area code)

Prefix: Mr. First Name: Robert

Middle Name:

Last Name: Salas

Suffix:

Email: robert.salas@cosatx.us

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 75-6000659

Phone Number (give area code): 325-657-4274

Fax Number (give area code): 325-481-2628

8. TYPE OF APPLICATION: ☐ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)

Other (specify):

7. TYPE OF APPLICANT: (See back of form for Application Types)

Municipal

Other (specify):

9. NAME OF FEDERAL AGENCY: U.S. Department of Housing and Urban Development

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-218

TITLE (Name of Program): Community Development Block Grant

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Annual Action Plan for the City of San Angelo, Texas. CDBG funding to provide decent housing, a suitable living environment, and expanding economic opportunities principally for persons of low to moderate income.

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): City of San Angelo, TX (within city limits only)

13. PROPOSED PROJECT

Start Date: 10/01/2015 Ending Date: 09/30/2016

14. CONGRESSIONAL DISTRICTS OF: a. Applicant 17th b. Project 17th

15. ESTIMATED FUNDING:

a. Federal	\$	678,718.00
b. Applicant	\$	.00
c. State	\$	.00
d. Local	\$	.00
e. Other	\$	.00
f. Program Income	\$	32,000.00
g. TOTAL	\$	710,718.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE:

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes" attach an explanation. ☐ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Mr. First Name: Daniel

Middle Name:

Last Name: Valenzuela

Suffix:

b. Title: City Manager

c. Telephone Number (give area code): 325-657-4241

d. Signature of Authorized Representative

e. Date Signed:

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

Reset Form

Annual Action Plan
2016

51

**APPLICATION FOR
FEDERAL ASSISTANCE**

Version 7/03

1. TYPE OF SUBMISSION:

Application

Pre-application

☐ Construction☐ Construction☐ Non-Construction☐ Non-Construction**5. APPLICANT INFORMATION**

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Prefix

Mr.

First Name

Daniel

Last Name

Valenzuela

b. Title

City Manager

d. Signature of Authorized Representative

Middle Name

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c. Telephone Number (give area code)

325-657-4241

e. Date Signed

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B-16-MC-48-0025

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robert.salas@cosatx.us

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Municipal

Other (specify)

9. NAME OF FEDERAL AGENCY:

U.S. Department of Housing and Urban Development

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Annual Action Plan for the City of San Angelo, Texas. CDBG funding to provide decent housing, a suitable living environment, and expanding economic opportunities principally for persons of low to moderate income.

14. CONGRESSIONAL DISTRICTS OF:

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17th

b. Project

17th

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DATE:

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**☐ Yes If "Yes" attach an explanation.☐ No

Reset Form

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year **2015**, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

City Manager

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

Signature of Authorized Official

Date

City Manager

Title

APPENDIX TO CERTIFICATIONS INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

Consider approving conceptual design of a set of three sculptures regarding the "Historic Beginnings of San Angelo," landscaping and its placement at Bart DeWitt Park - (Presentation by Parks and Recreation Director Carl White)

Summary/History:

City Council is being asked to consider conceptual approval for a proposal from the "Historic Beginnings of San Angelo" committee to utilize some of the Bart DeWitt Park property along the North Concho River to develop a landscaped setting to include 3 bronze sculptures telling the story of the "Lady in Blue" and the Jumanos Indians.

Conceptual approval is being requested at this time so the project can move forward. If approved, at another time, the proponents will return with a request for approval of the final design of the sculptures and the landscaped setting.

If approved to move forward, the project will take a few years to fully implement including design, any additional fundraising required and construction. This project has a pledge from a single donor, at present, of \$500,000.

The City is not being asked to fund development or maintenance.

Financial Impact:

There is no cost to the City for conceptual approval of this item. Fundraisers have pledged to raise money for an endowment to cover the cost of future maintenance.

Other Information/Recommendation:

The Public Art Commission considered this item at their meeting on June 27, 2016 and recommended the following: "to approve the conceptual design and location of a set of 3 sculptures regarding the 'Historic Beginnings of San Angelo,' landscaping and its placement at Bart DeWitt Park."

Attachments:

- | | | |
|----|-------------------------------|--|
| 1. | Proposal from Tilly Chandler | Proposal Letter and Packet from Tilly Chandler.pdf |
| 2. | Presentation for Lady in Blue | Lady in Blue.pptx |

Presentation:

PowerPoint

Approvals/Reviews:

Carl White	Created/Initiated
Carl White	Approved
Theresa James	Approved

Rick Weise
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval

HISTORICAL BEGINNINGS OF SAN ANGELO

June 2016

Dear Friends,

The committee for *The Historical Beginnings of San Angelo* is asking for the use and dedication of part of the Bart DeWitt Park property to develop a site for the placement of three heroic size bronze statues of exceptional artistic value as described in your packet, as well as development of landscaping for the project entitled "Historic Beginnings of San Angelo."

Please see the proposal packet for additional information as well as sample pictures, an architectural sketch by committee member, Craig Kinney, and a map of the proposed locations. The statues and environment will be underwritten anonymously by a member of an early area family. We would like to develop this site within the next 12 to 16 months.

We appreciate the giving of your time for the very important artistic aspect of our community, so it is exciting for the Historical Beginnings of San Angelo Project to finally reach the point of being able to present our project to the ART COMMISSION. Some of us worked on the 200% piece and The Dos Angelas. The process of art in San Angelo has come a long way since then, and we have public art in our town of which we should be and are justifiably proud.

The Lady in Blue Celebration held on May 22 at the San Angelo Museum of Fine Arts was a preview of our project, The Historical Beginnings of San Angelo, and we appreciated all the people who attended this year's celebration in particular members of the City Council and city staff.

It is always moving to see Jumanos come back to their former homeland. We had a good representation this year, some Jumanos coming from California, Colorado, and New Mexico; of course, West Texas was well represented with Jumanos coming from Alpine, Redford, Presidio, Midland, Odessa, and El Paso, including Chief Gabriel Carrasco. A happy aspect was seeing the number of young people participating in the ceremony and being visibly joyful about their heritage. That is the very thing we want to develop with this project.

What Texas town or city can claim a written history hundreds of years old which includes the first missionary effort in the state—more than 45 years before El Paso, more than 80 years before San Antonio? Other Texas towns, including San Antonio, salute their history loudly and draw tourists by the thousands. But if the truth be told, the historical ties go back to a little town on the Concho River ... a sleepy little town. Tim Archuleta said in his 2009 editorial, "Our history has been buried long enough."

The story of the Jumanos and their beloved Lady in Blue is well documented around the world; yet it is hard for our finite minds to wrap around it. As one of our local historians said, "You can't explain it, but you can't explain it away."

Indeed, it is not just a matter of tourism, which assuredly will come. It is a matter of pride in knowing our history, taking pride in our history, making sure our West Texas children know this heritage, and having tangible artifacts such as the Paint Rock Pictographs honoring the peaceful Indians who were stewards of our land ... land on which some of our homes may very well be situated. They left us a pristine river and unspoiled soil in which to grow crops.

We have many reminders from the middle 1800s forward including our spectacular Fort Concho. We have some lovely statues honoring our namesake and western way of life. But we must stretch our imagination and reach way back.... Why? *Because we can. Because we should.* The site we propose should be just the first step to developing "THE HISTORICAL BEGINNINGS OF SAN ANGELO." The three bronze statues of exceptional artistic value would be a solid addition to our community's environment.

As you know, we have worked closely with the Jumano Native Americans for the last nine years. Everything we plan has their extensive input and knowledge. Once the gracious donor presented the idea for this project, we have worked for the last several months with Daniel Valenzuela, Rick Weise, Carl White, Sandra Villareal and Craig Kinney. Our goals, with their help, were to be realistic, practical, historically faithful, and artistically beautiful.

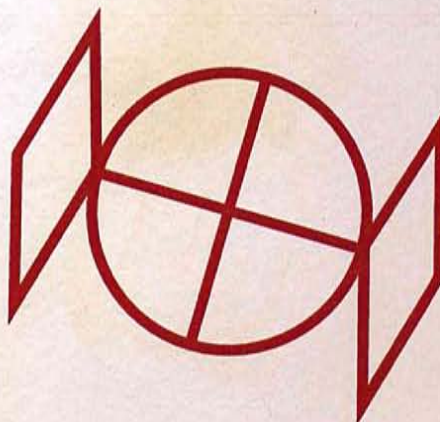
We have allocated a fund for maintenance and our hope is to talk to people with similar funds with the idea of consolidating such funds at the San Angelo Area Foundation in order to draw more interest. If enough money can be accumulated by the interest to clean the fine bronze works of art, the city staff indicated a financial burden would be taken off the city. I am sure you agree with us, that a half million dollar historical and artistic project for our city is not only generous but incredibly exciting. We hope you join our donor and our 35-member committee in bringing this dream to fruition.

Thank you for your time and consideration and to the city staff for their able guidance and expertise.

Sincerely,

A handwritten signature in cursive script that reads "Tilly Chandler". The signature is fluid and elegant, with a long, sweeping underline.

THE HISTORICAL BEGINNINGS OF SAN ANGELO COMMITTEE
Tilly Chandler, Donor's Agent



**HISTORIC BEGINNINGS
OF SAN ANGELO DONOR PROJECT
2015-2016**



HISTORIC BEGINNINGS OF SAN ANGELO

TABLE OF CONTENTS

1. LADY IN BLUE—Short story of Maria
2. PROJECT OVERVIEW
3. SAMPLE PICTURE OF MARIA DE JESUS DE AGEDA
4. SAMPLE PICTURE OF JUMANO BRAVE
5. PROJECTED SITE
6. MATERIALS TO READ
7. COMMITTEE STRUCTURE
8. HOW THIS ALL BEGAN

The Lady in Blue

San Angelo's place in Texas history is secure as the site of the first missionary effort in the state—more than 45 years before El Paso, more than 80 years before San Antonio—thanks to mysterious “Lady in Blue” appearances to members of the Jumano tribe at the confluence of the Concho Rivers in the early 1600s.

The mysterious woman, dressed in a flowing blue cape, tended to the sick, comforted the afflicted and, most importantly, taught the indigenous people about the Lord, Jesus Christ and encouraged them to seek baptism.

In 1629 a band of Jumano Indians arrived at Isleta, New Mexico, where they presented themselves to the “brown robes” and asked to be baptized as the Lady in Blue had directed them. When the Jumanos led the Spanish priests to one of their central camping grounds, they arrived at the Concho River confluence area at present day San Angelo.

One of the missionaries, Fra Alonzo de Benavides, knew of a young Franciscan nun in the Spanish village of Agreda, north of Madrid. Sister Maria de Jesus reportedly lapsed into deep trances while in prayer and described visits to the New World, where she taught the natives. She told visitors she made more than 500 such spiritual visits, though she in fact never left her monastery in Agreda, Spain during her lifetime.

Upon returning to Spain, Fra Alonzo questioned Sister Maria at length and was amazed at her detailed descriptions of the lands she had never seen in person. He was also astonished to learn that it was her custom to wear a sky-blue cape when she went outdoors.

When Fra Alonzo asked Sister Maria where she learned to speak the Jumano languages, she is reported to have replied, “I didn’t. I simply spoke to them—and God let us understand one another.”

The appearances ceased after Fra Alonzo told Sister Maria of his contacts with the Jumanos. Sor then said, “My work with my beloved Jumanos is finished. Sister Maria died in 1665, and her incorrupt body can still be viewed at the convent where she lived and from where she “journeyed” to the Americas, including present day San Angelo. To this day, Jumano’s tradition relates that on her last visit, as Maria was leaving, every place her vivid blue cape touched the ground, blue bonnets sprang up to forever grace the Texas countryside.

HISTORIC BEGINNINGS OF SAN ANGELO

OVERVIEW OF PROJECT

CENTER OF HISTORIC BEGINNINGS

MISSION: To celebrate the history of our community's earliest inhabitants dwelling along the Concho River.

VISION: A place for residents and visitors to enjoy the art, rest in a peaceful setting, and learn about our community and its beginnings, with displays, videos and artifacts with accounts of the Jumano Indians and their miraculous Lady in Blue. Included will be huge rocks with reproductions and explanations of pictographs from Paint Rock, Texas.

RENDERING: The pictures are simply visual suggestions of the site so that people can grasp the scope of what the location might look like. The first picture is Maria de Jesus de Agreda, the Lady in Blue, with a Jumano girl. The second is of a Jumano brave in a desert setting. Both are in color but the statues will be in bronze. The pictures are from scenes filmed here for the documentary "The Needle and The Thread" produced by EURAVISION FILMS of Los Angeles, California, producer Victor Mancilla and videographer Christian Hernandez. Input as to composition of the statues was guided by Jumano historian Enrique Madrid and other members of the Jumano heritage. Much time was spent in gathering Jumano opinions and thought. As always, our work is guided by Marilyn Fedewa and her biography, "Maria of Agreda". Also, artistic work was done by author, musician, and composer Cynthia Jordan of San Angelo. Graphic designer, Sarah Williamson, of Clemens & Associates brought the scene to fruition. Several people helped proofread and block, but, of course, there will still be mistakes! They are mine. Finally, Craig Kinney of Kinney Franke Architects is advising on site orientation. These people will continue to help with this project and are invaluable to its success.

PROPERTY REQUIREMENTS: The vision of the site is to have a park-like setting, with benches scattered around the area. This would enable people to choose a bench close to the river to enjoy the whole site or sit closer to one of the statues to contemplate a particular sculpture. The statue of the Lady in Blue and Jumano girl would probably be in a prominent location in the park area of greenery and flowers (hopefully spring blue bonnets). The rock stand containing a slanted screen should have ample room around it so several people can watch the video together. There should be a sturdy anchored stool for young children to stand on to see the video. Lastly, the area concerning the Indians should be a distance from Maria and child and the Jumano brave would perhaps be centered in that display which would be desert. The site should be divided between Maria and the Indian exhibit by desert foliage or even a water feature. Scattered around the brave with ample space from the statue would be the large rocks. The rocks would be approximately 3x3x4 with reproductions of pictographs. At least 12 rocks are contemplated with space between each rock.

There would be low markers with explanations of the pictographs, and other markers of Indian history, day to day life, culture, etc. Obviously, there would need to be strolling room throughout the Indian display. Additional space would be used to add historical information later on other area, peaceful tribes.

To accomplish a park-like setting, we are asking for a plot of ground which would accommodate all these features. We would hope that the site could be across the river from the art museum near the walking bridge. In addition to the tourists, this site would attract people who are downtown or at the museum. Likewise, we know that maintenance must be built in to our budget. We realize that much thought and expertise are needed to protect items from vandals, particularly the video encasement and possible graffiti on the large rocks.

The site suggested and described by Craig Kinney in agreement with the committee and city staff is just north of Celebration Bridge, Oakes Street bridge, and Johnson Dam and across the river from some rock outcroppings that are representative of San Angelo geology and geography.

Undoubtedly, this area has had a rich history of activity with Native Americans, Fort Concho soldiers, and early pioneers. The site is along the existing river trail that runs from Bell Street to 14th Street and is adjacent to the Concho River. It has large parking lots close by as well as beautiful trees that will serve as shade for gatherings. This area would provide space for viewing fine artwork and experience a phenomenal story—our story which has been buried too long.

The overall shape of the site is roughly triangular: 160 feet long, 60 feet wide at the north boundary and about fifteen feet wide at the south boundary. Overall size of the site is about 5100 square feet.

The donor (who has asked to be anonymous) has stressed that the bronze statues should be of heroic size and pieces of exceptional artistry. A plaque at Maria's feet has also been requested. A nation-wide search will be done by the sculpture committee for a nationally ranked sculptor which would result in a total budget of nearly a half million dollars. We also understand there is a designated process to go through, as well as, guidelines before approval is given.

This project would draw people to the site for at least three reasons: (1) People who are interested in San Angelo's beginnings emphasizing the ancient and positive history of our town, which includes the first indigenous mission site in Texas. (2) Because the statues will be done by a well-known, nationally ranked sculptor, it will draw people who come just to see the statues. (3) It will provide a peaceful, artistic area to sit along the river to relax while shopping or simply enjoy a beautiful park. Reproductions of the Paint Rock pictographs, thousands of years old, will be "brought to town" and the contrast in landscaping around The Lady in Blue and Indian child and the Jumano brave will typify San Angelo's farming soil versus our stark desert. The pristine Concho River looks much like it did in the 1600's which is a real tribute to all the people who have walked its banks for thousands of years.

Historic Beginnings of the San Angelo Area

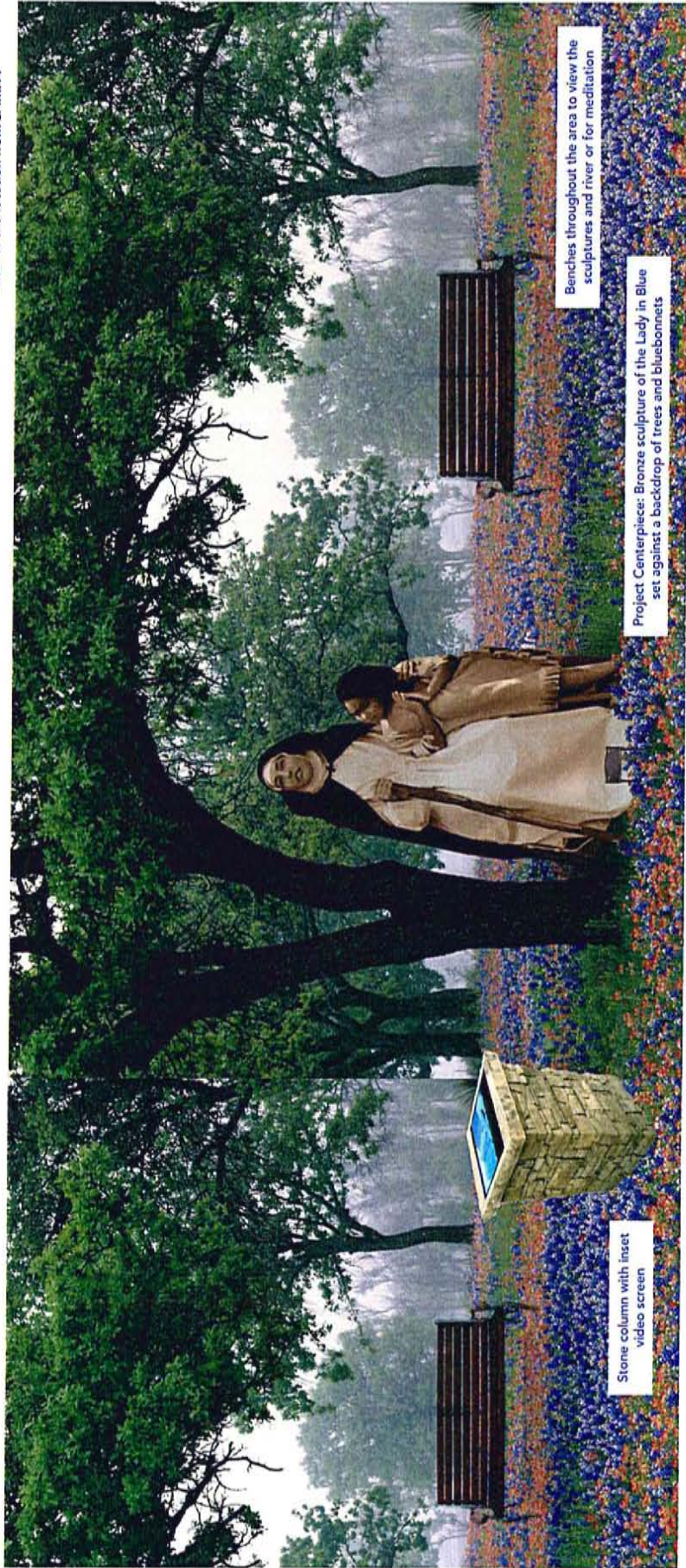


Proposed location between S. Chadbourne & S. Oakes

A project creating a fascinating artistic and educational site on the banks of the Concho River, the very life force of the San Angelo area, for visitors and residents to learn about and honor the Jumano Indians and their miraculous Lady in Blue. Bronze sculpture and monumental rock reproductions of pictographs at Paint Rock, Texas, will be the centerpiece of the art, video, and artifact accounts of the earliest inhabitants of the Concho Valley.



View of the location from SAMFA



Stone column with inset video screen

Project Centerpiece: Bronze sculpture of the Lady in Blue set against a backdrop of trees and bluebonnets

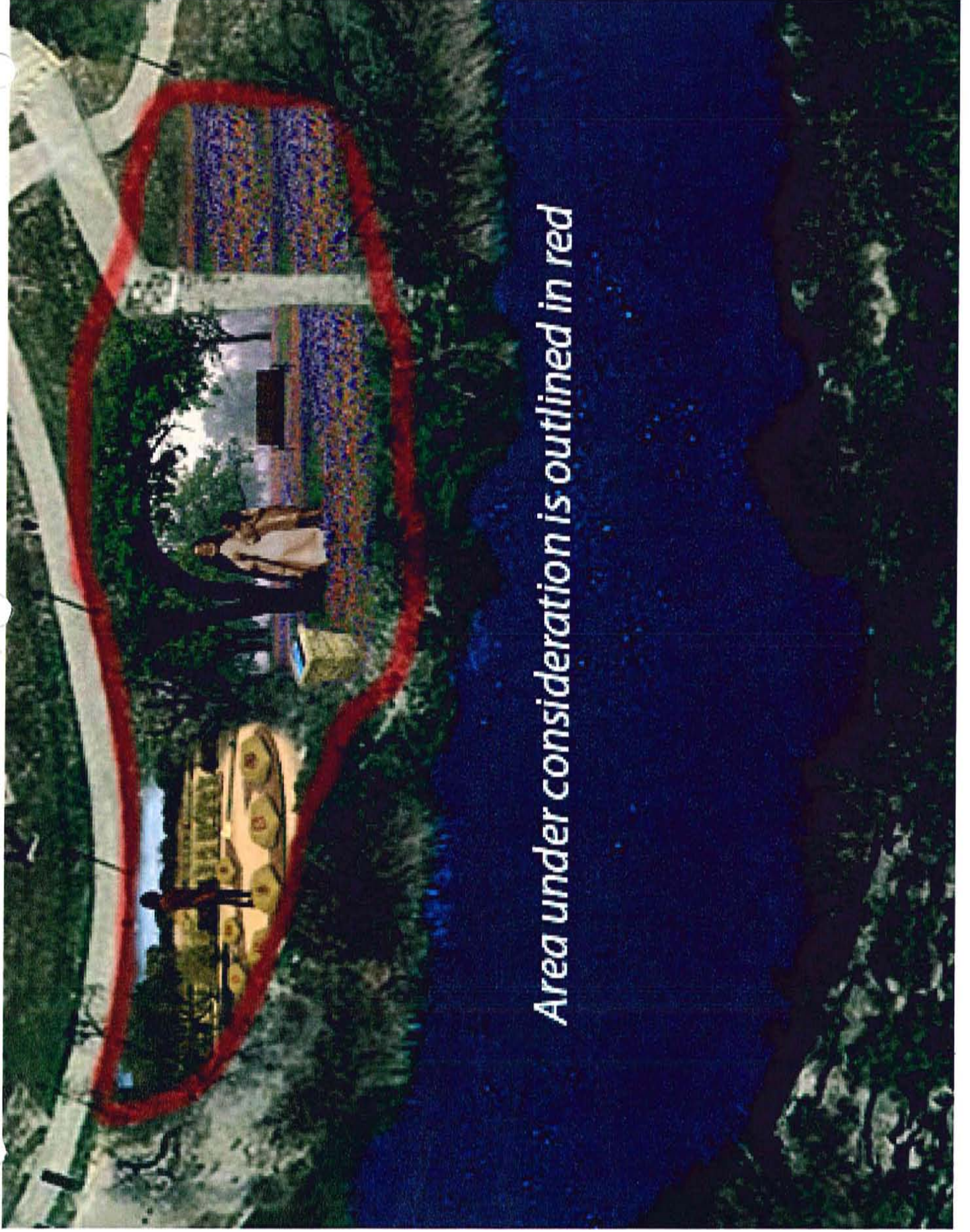
Benches throughout the area to view the sculptures and river or for meditation

Historic Beginnings of the San Angelo Area



Benches throughout the area to view the sculpture and rocks or for meditation

The history of the Jumanos shared through a bronze sculpture and pictograph images



Area under consideration is outlined in red



ENTRY ELEVATION

Existing Live Oak Tree

Existing Parking

Existing Trail / Path

Entry Canopy / Video Area

Existing Water Plume

2' High Stone Wall

Decomposed Granite

Entry

Ground Cover, typical

New Trees, typical

Jumano Sculpture

Stone Bench, typical

Large stone slabs with photographs

Lady in Blue with Child Sculpture

Picnic Tables

Existing Concrete Retaining Wall with new Fencing

New Riprap Boulder Stabilization

Johnson Dam

Historic Beginnings of San Angelo

Site Layout / Concept

1" = 20' +/-

4-22-2016

HISTORIC BEGINNINGS OF SAN ANGELO

MATERIALS TO READ

These will be available at the first meeting. If you have one of these selections and have not read it, please do so. We have a very large committee so we will have to circulate the books "round robin." Some are in the TGC libraries.

Maria of Agreda Mystical Lady in Blue by Marilyn H. Fedewa

Legends of Texas Vol. II by J. Frank Dobie; *The Mysterious Woman in Blue*, (page 45)

The Lady in Blue by Cynthia Jordan

The Concho Country by Gus Clemens

The Jumanos by Nancy P. Hickerson

The Indians of Texas, (part 4) by W. W. Newcomb, Jr.

Dark Eyes, Lady Blue by Marilyn Fedewa—New book out in May!!

There are other resources online.

In addition please listen to the music of the CD: "Lady in Blue" by Cynthia Jordan
If you don't have a copy, it is on her web site.

Note: "The Needle and The Thread" documentary produced by Eurovision (see credits) will be out this fall. It was filmed here around San Angelo and in New Mexico where she also appeared.

HISTORIC BEGINNINGS OF SAN ANGELO

COMMITTEE SECTIONS

1. Property location and selection
2. Process and selection of a sculptor
3. Historical Research (a) Jumanos (B) Lady in Blue (c) Paint Rock Pictographs (d) Other peaceful tribes in this area during the 1500 to late 1600's.
4. Artifact/collections Research and selection of artist for pictograph reproductions
5. Site development such as outdoor exhibits, design of video stand, and landscaping
6. Public Relations and Community Education
7. Preparation of printed material such as verbiage for plaques, brochures, children's written materials
8. Research and fund allocation to take care of bronze statues
9. Research on taking care of site (who, what)
10. Long range planning with City, C of C, and CVB to advertise and promote site
11. Research into other towns having holy or sacred sites with resulting effect on tourism
12. Research with city, Downtown Assoc. etc., on what would be required of our city to prepare for an influx of tourists
13. Three-Day Dedication (a) Dinner/reception by invitation and/or ticket (b) Dinner speaker (c) Invitations (d) Publicity and Printing (e) Musical (Scoring—Kermit Poling) Musical production (f) Reception for the general public and unveiling. Program at unveiling (g) Docents for site (h) Security
14. Liaison to SAISD and private schools including librarians.
15. "Librarian"
16. Other

COMMITTEE ORGANIZATION AND PROCEDURE:

Executive Committee: Composed of chairman, committee members, representing members of the community at large and Jumano representatives. They would oversee committee activities which would be divided up so that each member would only have a few committees to track; finances (CPA) who would report to the donor's attorney and keep track of receipts, expenditure requests, etc.; spokesperson.

Composition of segments (committees): Chairman with at least three committee members. The chairman would first choose from those who have signed up for his/her category and then submit names to the executive committee before additional persons are asked. The chairman needs to keep in

close contact with the executive committee as well as any other committee chairman whose committee's work is aligned with their own committee.

The committee would meet as needed. Various committees would need to meet on a regular basis (once a week, every other week, etc.) and other committees would need to meet on a seasonal basis or as the needs of the committee requires. The timing of when the committee meets also depends on when their particular event needs to get started.

Minutes should be taken at every meeting (both individual committee meetings and quarterly meetings). A brief synopsis of the progress of each committee should be emailed to everyone two days or more before the quarterly general meeting and a printed report submitted to the executive committee at the quarterly meeting. Each chairman, or designated person, should be prepared to give a report at the quarterly meeting if their group has accomplished something. City staff should receive regular progress reports from the executive committee.

QUARTERLY MEETINGS:

Chairman and all volunteers would meet (the time would be a consensus of the committee but once decided would stay the same) and would probably include a meal which would be a "no host" affair. Chairmen who have something to report would make a brief report. Someone from the executive committee would give a brief overall report.

HISTORIC BEGINNINGS OF SAN ANGELO

How this all began

On a Saturday morning in June I received a call from someone I have admired and for whom I have great affection. The person had a project in mind but wants to remain absolutely anonymous. The anonymity is very important and I know we all will respect those wishes.

The project is to form a committee to research property on which a bronze statue of Maria de Jesus de Agreda—The Lady in Blue would be placed with that of a Jumano Native American. The funds for the property, environment, and statues would be contributed by the donor.

The donor commented that our written history is thousands of years old and we have not taken advantage of that in terms of educating the public, particularly our children. And a most important part of our history is the well-documented story of Maria de Jesus de Agreda—The Lady in Blue and her appearances in the 1600's to the Jumano Indians through bi-location from Spain to West Texas and New Mexico. The donor enthusiastically would like a contemplative area in a central location that tells this intriguing story and celebrates the history of our peaceful Indians. Tim Archuleta once said in an editorial "Our history has been buried long enough" and the donor feels it is past time to correct this.

To quote Bishop Michael Pfeifer, "When The Lady in Blue brought Christianity to the Indians, their conversion changed our way of life forever."

It was not until I hung up, still in shock, that I realized the date was June 20th The Lady in Blue Day as declared by Bishop Michael Pfeifer OMI and Pro-tem mayor Jon Hogg in 2009. The donor is a scholarly historian but since the donor is not a Catholic, the date wasn't relevant. Maria works in interesting ways.

At the first meeting we will have a collection of books, videos, and articles on The Lady in Blue which we will ask you to "check" out one or two library style. Some are long but there are some shorty's also. **It is important that every member of the committee can relate the story of Maria and the Jumano Indians. As the project progresses, you will be asked, "What is this about!" Ultimately your marvelous answers will draw to the site local citizens as well as tourists by the bus load.**

I am honored and privileged to have been asked by the donor to coordinate this endeavor and equally privileged to work with such a prestigious committee. I will do my best to see that your time is well spent and not "over spent." Thank you for joining us. I can guarantee you it will be an interesting journey. With hope and affection—Tilly Chandler

HISTORIC BEGINNINGS OF SAN ANGELO

Donor Project 2015-16

EXECUTIVE COMMITTEE February 2016

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Ron & Annell Salladay 3821 Hillcrest Dr. San Angelo, TX 76904 949-8755 (On-hold)

SPECIAL GROUPS

Knights of Columbus (Contact Jerry Peter, Knight Huro)

ACTS: Our Prayer Group—Contact: Jo Ann Turner 325-763-9400)
catlaughter@yahoo.com

Dave McGary (sculptor)



Dave McGary (sculptor), *Walks Among the Stars* lifesize

Bronze with Patina and Paint, lifesize 76" high

"Walks Among the Stars" is the second bronze in the Native American Women series. It depicts a late 18th c Lakota woman displaying her beautiful heirloom star quilt. As the Indian Wars ended and the North Plains tribes faced relocation to reservations, the Sioux women began making patchwork, quilts as replacements for tradi

Dave McGary (sculptor)



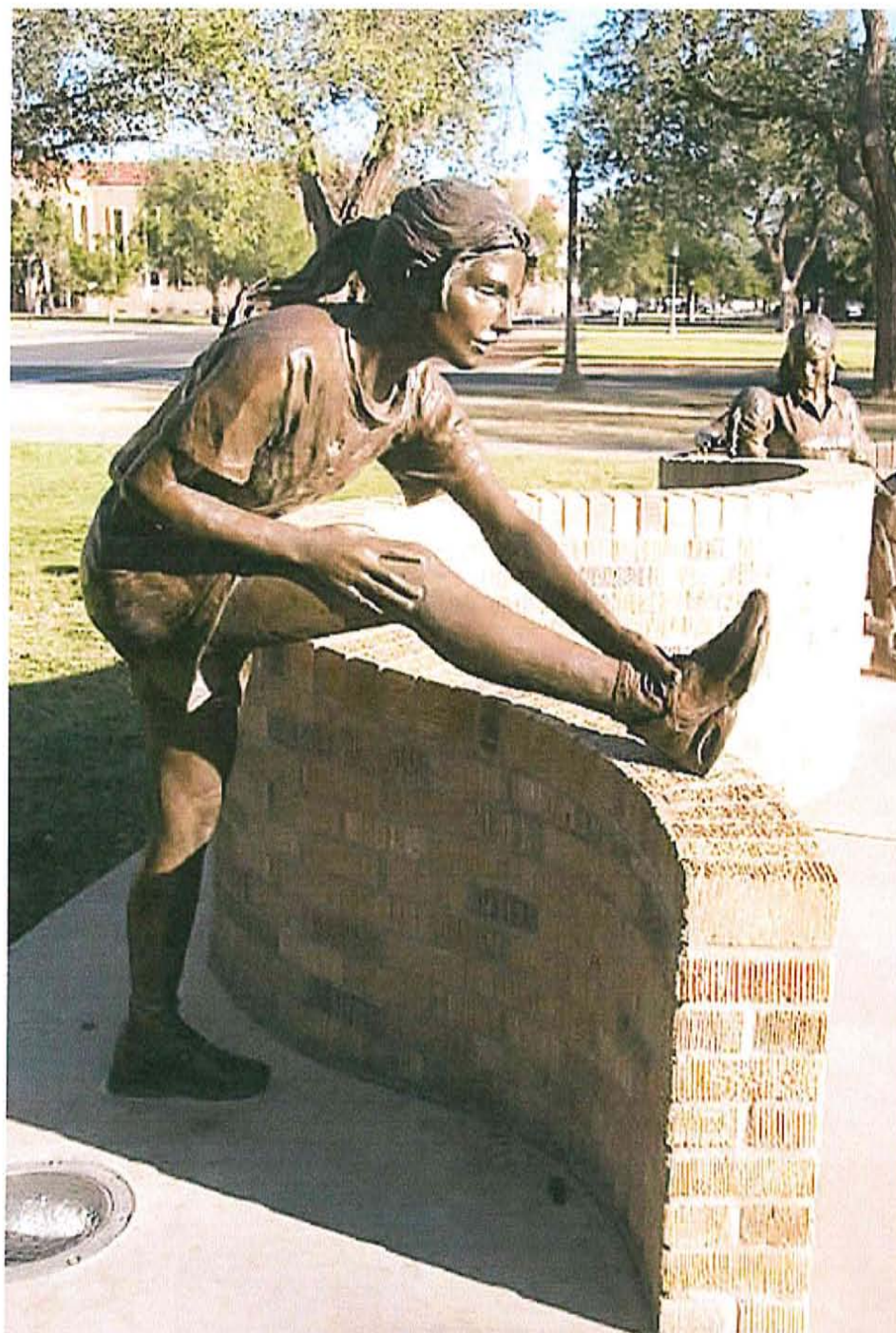
Dave McGary (sculptor), *Battle at Bear Paw*

Bronze with Patina and Paint, Masterwork: 37.5" high, 22.5" wide, 15.5" deep; Maquette: 25" high, 15" wide, deep

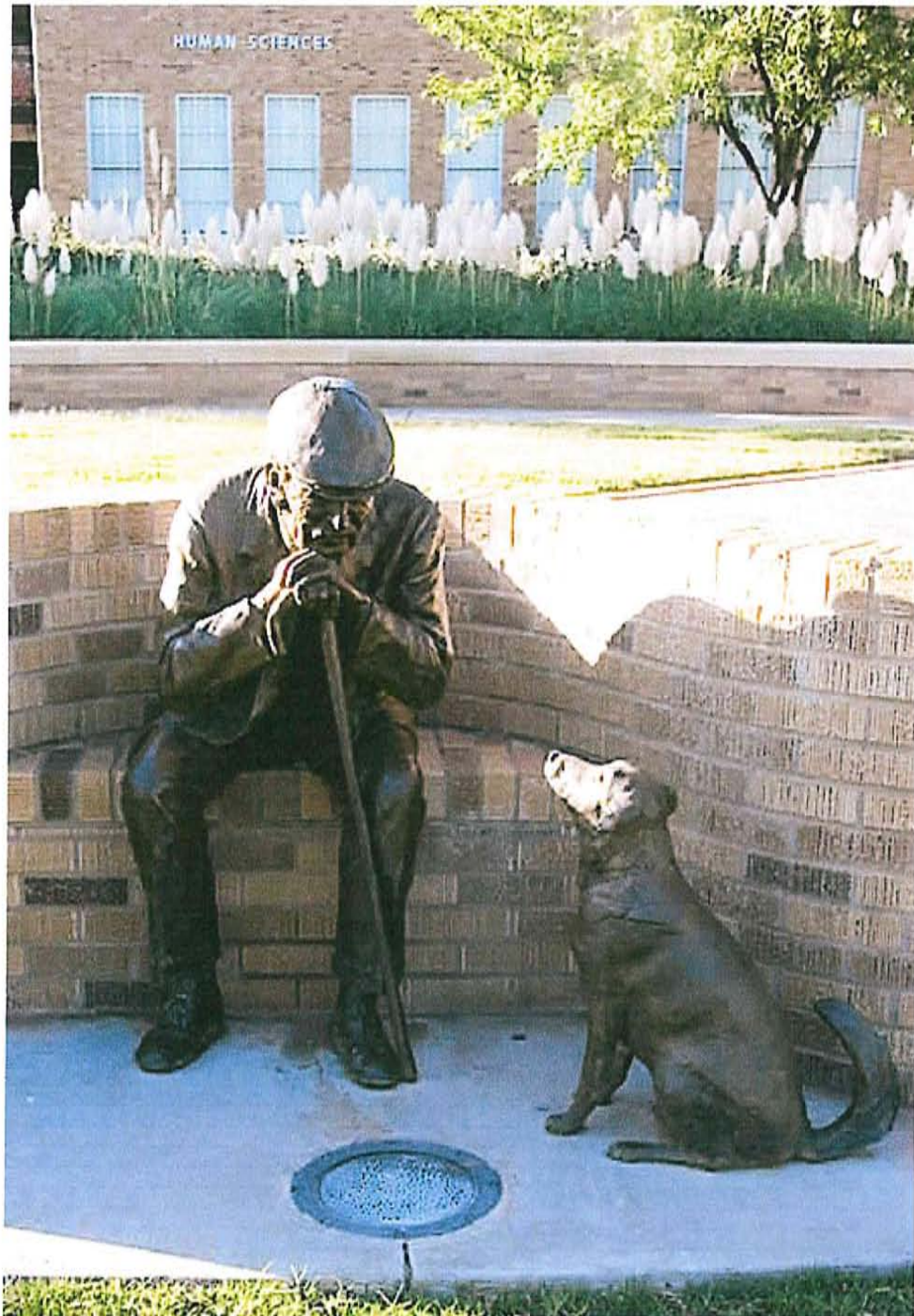
19494

[More Info](#)

[BACK](#)

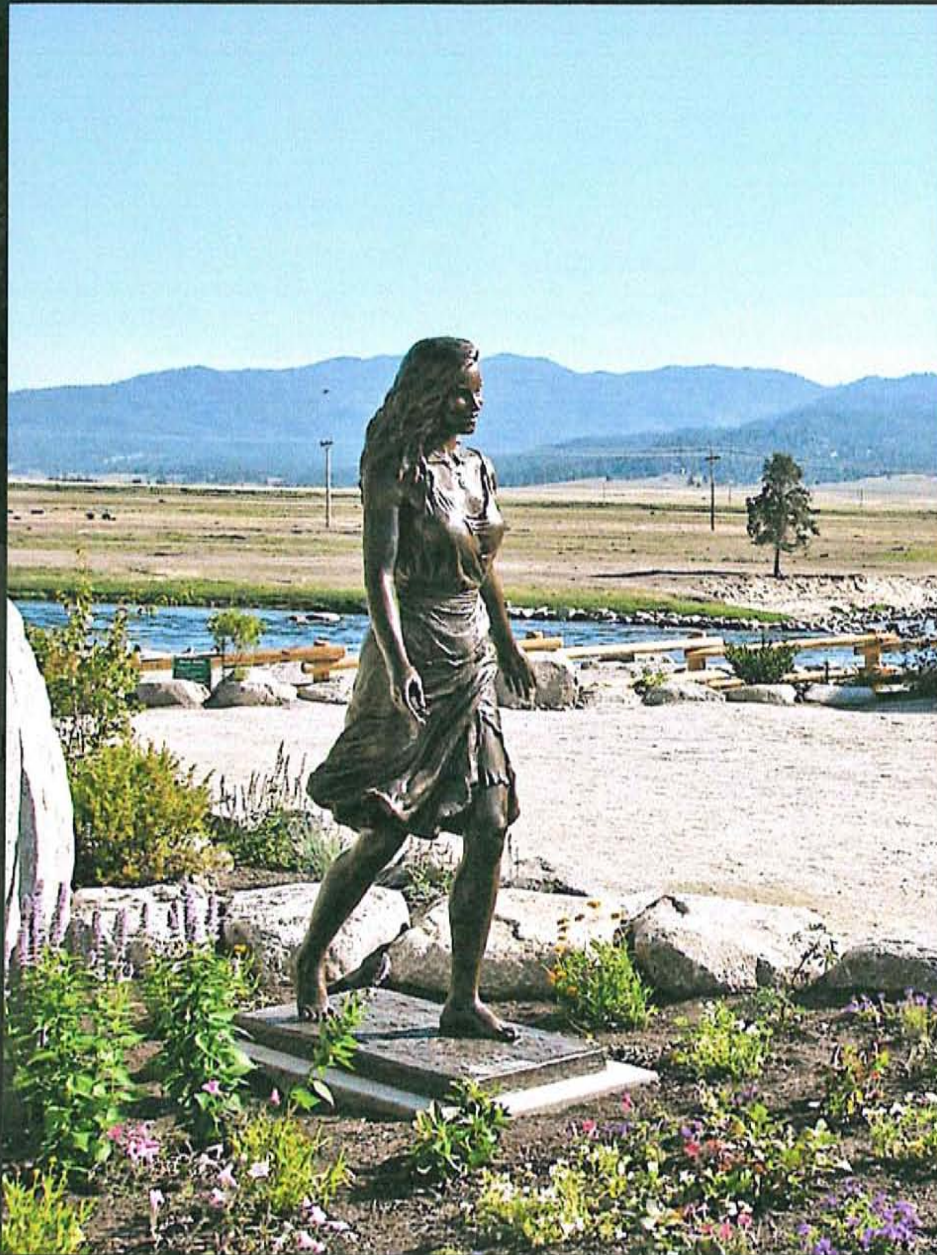


BACK





Bronze memorial statue of an Angel and child by Lena Toritch



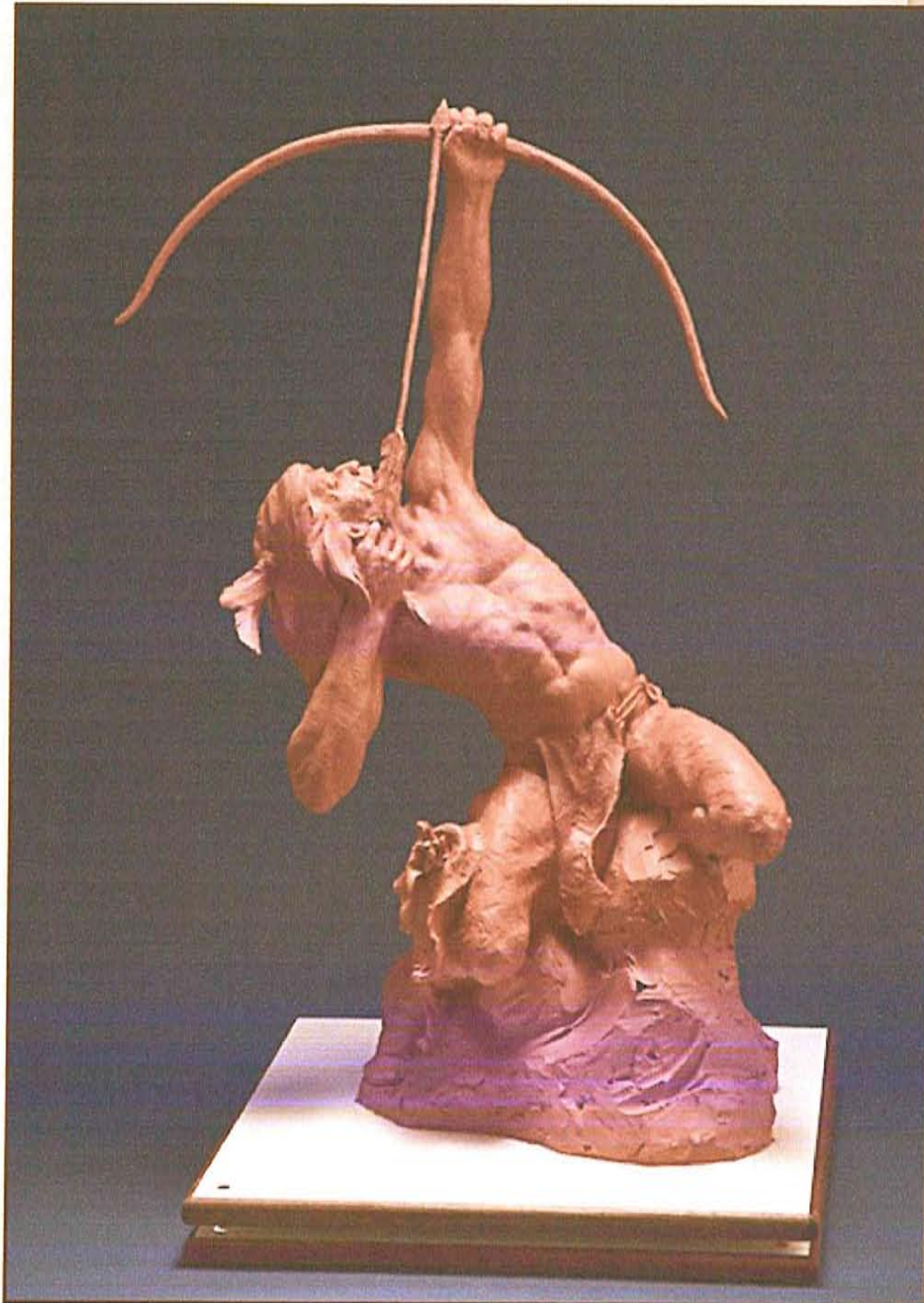
Kelly Life-size Bronze Portrait Statue Monument at KWWP

1 of 5



LINCOLN FOX STUDIO

Lincoln Fox ~ Heaven Bound Maquette

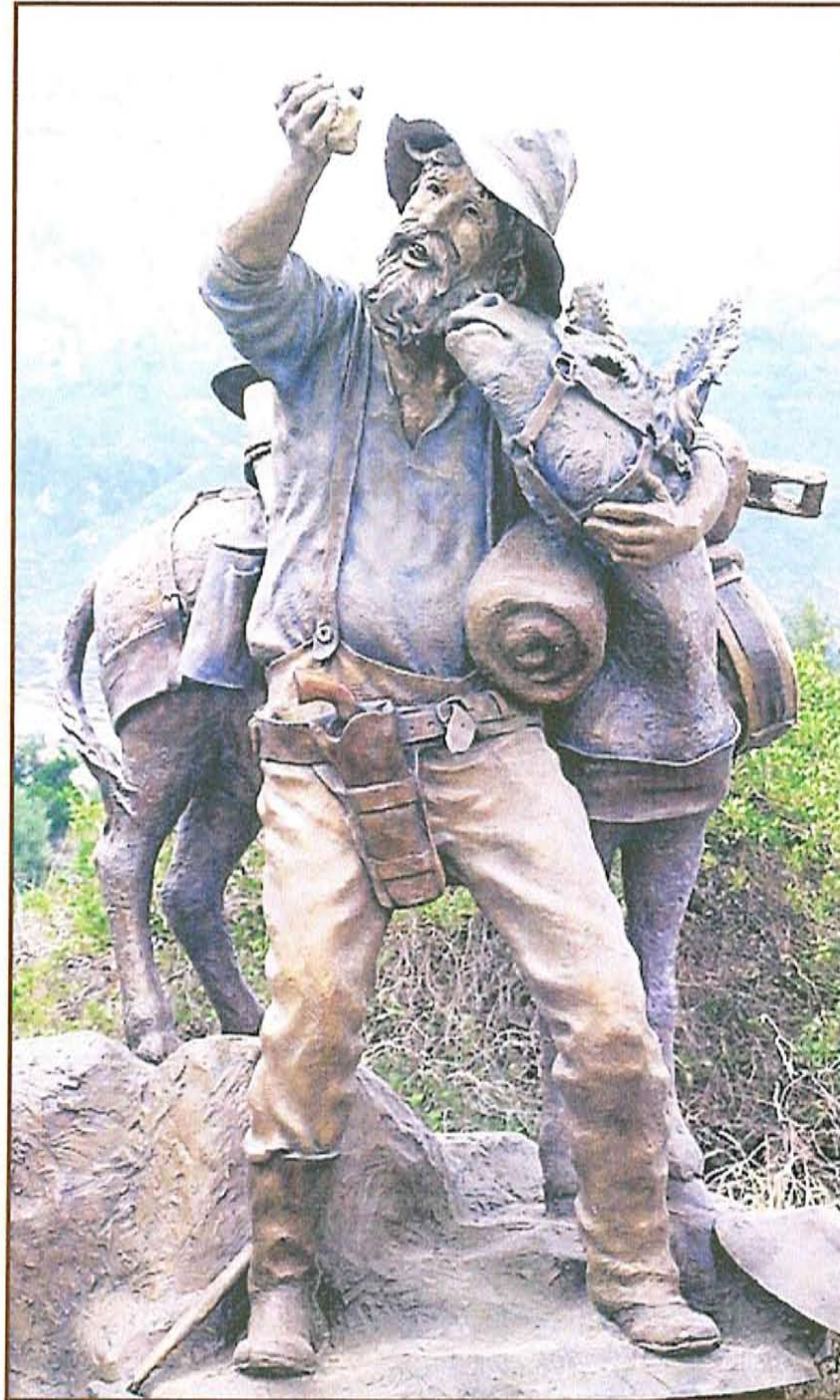


Heaven Bound Maquette



LINCOLN FOX STUDIO

Lincoln Fox ~ Sharing the Golden Moment



Sharing the Golden Moment

alamy

alamy

Stock Photo - Journey's End, bronze sculpture by Reynaldo 'Sonny' Rivera at Museum Hill



www.alamy.com - CX9P1P

Journey's End, bronze sculpture by Reynaldo 'Sonny' Rivera at Museum Hill, Santa Fe, New Mexico, USA

File size: 4287 x 2848 px | 14.3 x 9.5 inches (300dpi) | 34.9 MB

Stock photo keywords

america, animal, art, artistic, blue, bronze, carvings, creativity, cultural, end, exhibit, exhibits, fe, hill, horizontal, human, new, no, one, outdoors, outside, people, pioneer, pioneers, representation, reynaldo, rivera, santa, sculpture, sculpture, wagon, western

Date taken 22nd May 2011

Digitally altered No



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Timeline Photos



City Council

July 12, 2016



“Historic Beginnings”

- Conceptual approval sought to allow project to move forward.
- Introduction of the proposal.
- Discussion of the proposal.







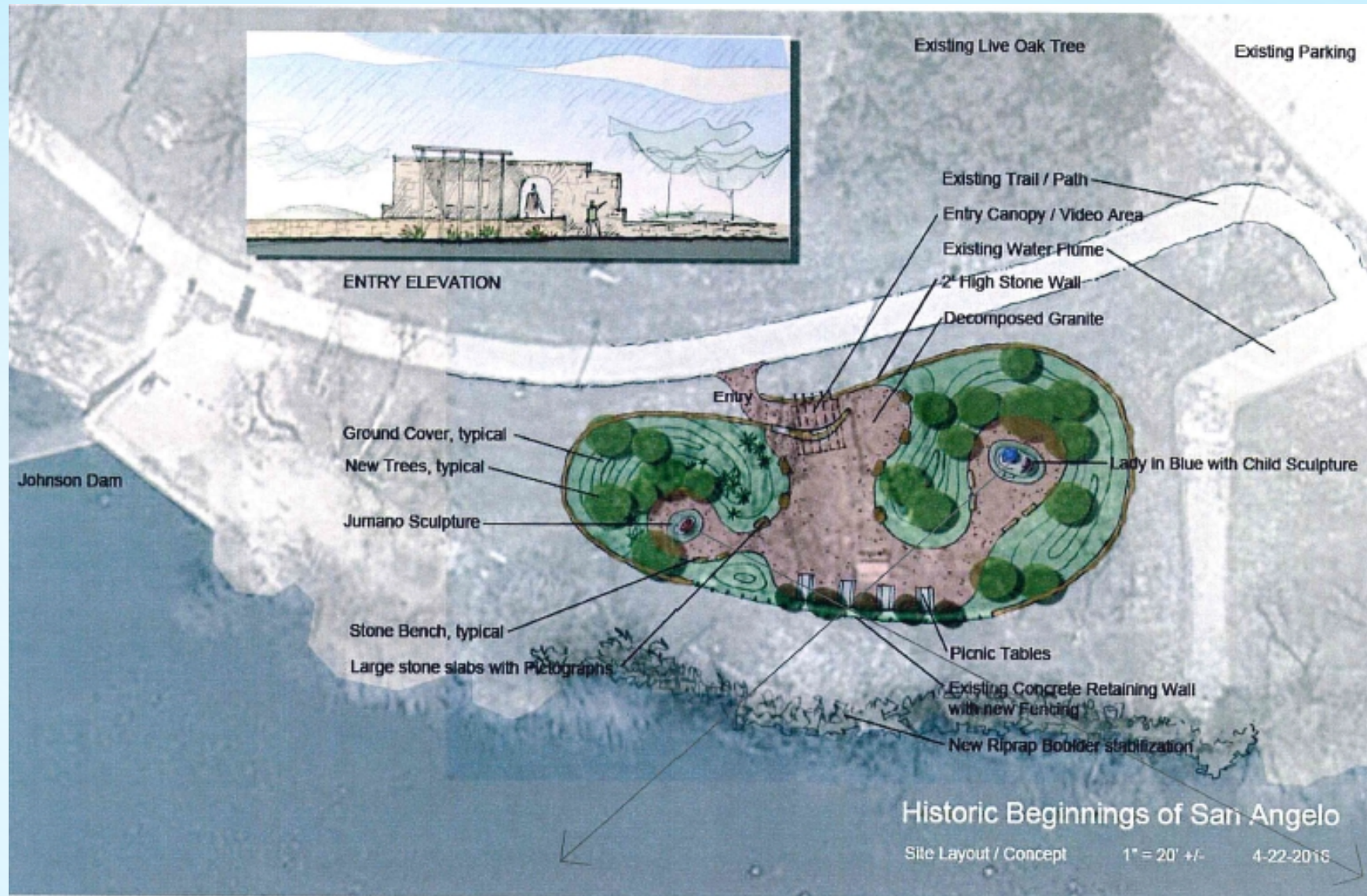
Looking towards Oakes St.





Looking towards Concho Ave.





Lady in Blue



Jumano Brave



Estimated Budget

• Artist selection process	\$15,000
• Sculptures, landscaping & utilities	\$278,000
• Plaques	\$24,000
• Interpretive display	\$18,000
• Project administration	\$35,000
• Maintenance endowment	\$45,000
• Contingency	\$85,000
• Total	\$500,000



“Historic Beginnings”

- Public Art Commission’s recommendation.
- Implementation.
- Future maintenance.
- Conceptual approval sought to allow project to move forward.





City Council

July 12, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

First Reading and Public Hearing of an Ordinance for a Street Name Change from "Creswell Street" to "Lighthouse Way" for a 472-foot length of the right-of-way from Vaughn Street to Austin Street - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On May 10, 2016, the applicant, West Texas Lighthouse for the Blind, submitted an Application for Naming/Renaming a Street. The request is to rename Creswell Street to Lighthouse Way. Creswell Street is approximately 472 feet long from Austin Street to Vaughn Street. Creswell Street provides access to the West Texas Lighthouse for the Blind, Concho Bike and Lawn Equipment, W.E.T. Wash Company, and a southern entrance to Fairmount Cemetery, but has little through traffic as the street forms a loop via Vaughn Street and Jack Street back to Austin Street (a Minor Collector Street). The applicant has expanded operations and owns buildings on both sides of Creswell Street. The West Texas Lighthouse for the Blind currently uses 2001 Austin Street as a mailing and physical address although the main office fronts Creswell Street. None of the businesses with buildings on Creswell Street use a Creswell Street address. The applicant requests the Street Name Change to Lighthouse Way to make it easier for customers, vendors and delivery drivers to locate their business. The applicant has indicated that currently, people call the office to ask for better directions as Creswell Street is a short street and the main office is not visible from Austin Street.

Financial Impact:

N/A

Other Information/Recommendation:

On June 20, 2016, the Planning Commission recommended APPROVAL of the applicant's request for a Street Name Change from "Creswell Street" to "Lighthouse Way" by a unanimous 6-0 vote.

Attachments:

1. Draft Ordinance Lighthouse Way Ordinance_FINAL.docx
2. Staff Report Staff Report_Cresswell to Lighthouse Name Change City Council.docx

Presentation:

Jon James

Approvals/Reviews:

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

Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval

AN ORDINANCE CHANGING THE NAME OF CRESWELL STREET, A LOCAL STREET ON THE CITY'S MAJOR THOROUGHFARE PLAN OF APPROXIMATELY 472-FOOT EAST/WEST RIGHT-OF-WAY BETWEEN VAUGHN STREET AND AUSTIN STREET IN SOUTH CENTRAL SAN ANGELO, FROM "CRESWELL STREET" TO "LIGHTHOUSE WAY," AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Creswell Street is classified as a "Local Street" in the City's Major Thoroughfare Plan that runs east/west between Vaughn Street and Austin Street in south central San Angelo; and

WHEREAS, West Texas Lighthouse for the Blind has requested a name change from "Creswell Street" to "Lighthouse Way" to facilitate emergency vehicle, commercial delivery and general public identification of its location and access to its facilities; and

WHEREAS, there are no establishments that front on or utilize Creswell Street for address purposes; and

WHEREAS, West Texas Lighthouse for the Blind provides meaningful employment to the blind and visually impaired while manufacturing numerous products to a variety of customers, and such benefits would be enhanced by implementation of the requested street name change, and

WHEREAS, the proposed street name change will allow for proper wayfinding and relieve some confusion for customers and visitors that seek to locate the facility.

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

Section 1. That Creswell Street, extending east/west between Vaughn Street and Austin Street in south central San Angelo be and is hereby re-named: "Lighthouse Way."

Section 2. That this Ordinance shall become effective from and after the date of its adoption.

INTRODUCED on the **12th day of July, 2016** and finally PASSED, APPROVED AND ADOPTED on this the **2nd day of August, 2016**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved As To Form:

Theresa James, City Attorney

STAFF REPORT



Meeting: July 12, 2016
August 2, 2016

To: City Council

From: Jon James, AICP
Director

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

Request: A request for a Street Name Change from Creswell Street to Lighthouse Way

Location: The 472-foot length of the Creswell Street right-of-way from Vaughn Street and Austin Street, in south central San Angelo

History and Background:

On May 10, 2016, the applicant, West Texas Lighthouse for the Blind, submitted an Application for Naming/Renaming a Street. The request is to rename Creswell Street to Lighthouse Way. Creswell Street is approximately 472 feet long from Austin Street to Vaughn Street. Creswell Street provides access to the West Texas Lighthouse for the Blind, Concho Bike and Lawn Equipment, W.E.T. Wash Company, and a southern entrance to Fairmount Cemetery, but has little through traffic as the street forms a loop via Vaughn Street and Jack Street back to Austin Street (a Minor Collector Street). The applicant has expanded operations and owns buildings on both sides of Creswell Street. The West Texas Lighthouse for the Blind currently uses 2001 Austin Street as a mailing and physical address although the main office fronts Creswell Street. None of the businesses with buildings on Creswell Street use a Creswell Street address. The applicant requests the Street Name Change to Lighthouse Way to make it easier for customers, vendors and delivery drivers to locate their business. The applicant has

indicated that currently, people call the office to ask for better directions as Creswell Street is a short street and the main office is not visible from Austin Street.

Planning Commission Recommendation:

On June 20, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for a Street Name Change from Creswell Street to Lighthouse Way, subject to two (2) Conditions, by a unanimous 6–0 vote. The following is the complete excerpt of the unofficial minutes from the June 20, 2016, meeting for this case:

David Fee, Senior Planner, outlined the request for the Street Name Change from Creswell Street to Lighthouse Way. He explained that the West Texas Lighthouse for the Blind requested the street name change because visitors and delivery vehicles were having difficulty finding the facility on Creswell Street which is a short street. The address for the main building of the West Texas Lighthouse for the Blind is on 2001 Austin Street which is not visible from Austin Street itself. In addition, the West Texas Lighthouse for the Blind wishes to honor its employees and raise the profile of the company in the community. The company receives no Federal or State funding so it depends on company sales to remain in operation. Mr. Fee noted that none of the businesses along Creswell Street uses Creswell as an address nor does anyone use the similarly sounding street stub, Lighthouse Lane, which is more than 5 miles away and located south of Lake Nasworthy. The E-911 Address Coordinator expressed no objections to the proposed street name change.

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

A Motion to recommend **APPROVAL** of the proposed Street Name Change from Creswell Street to Lighthouse Way, subject to the two (2) Conditions of Approval stated in the Staff Report, was made by Commissioner Farmer and seconded by Commissioner Spano. The motion carried unanimously, 6-0.

Staff Recommendation:

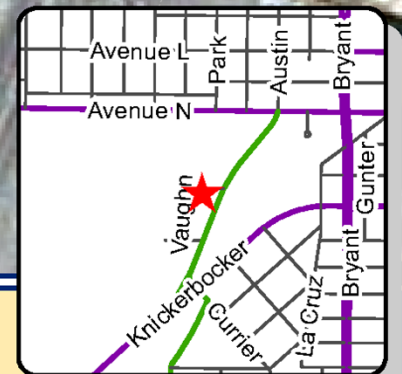
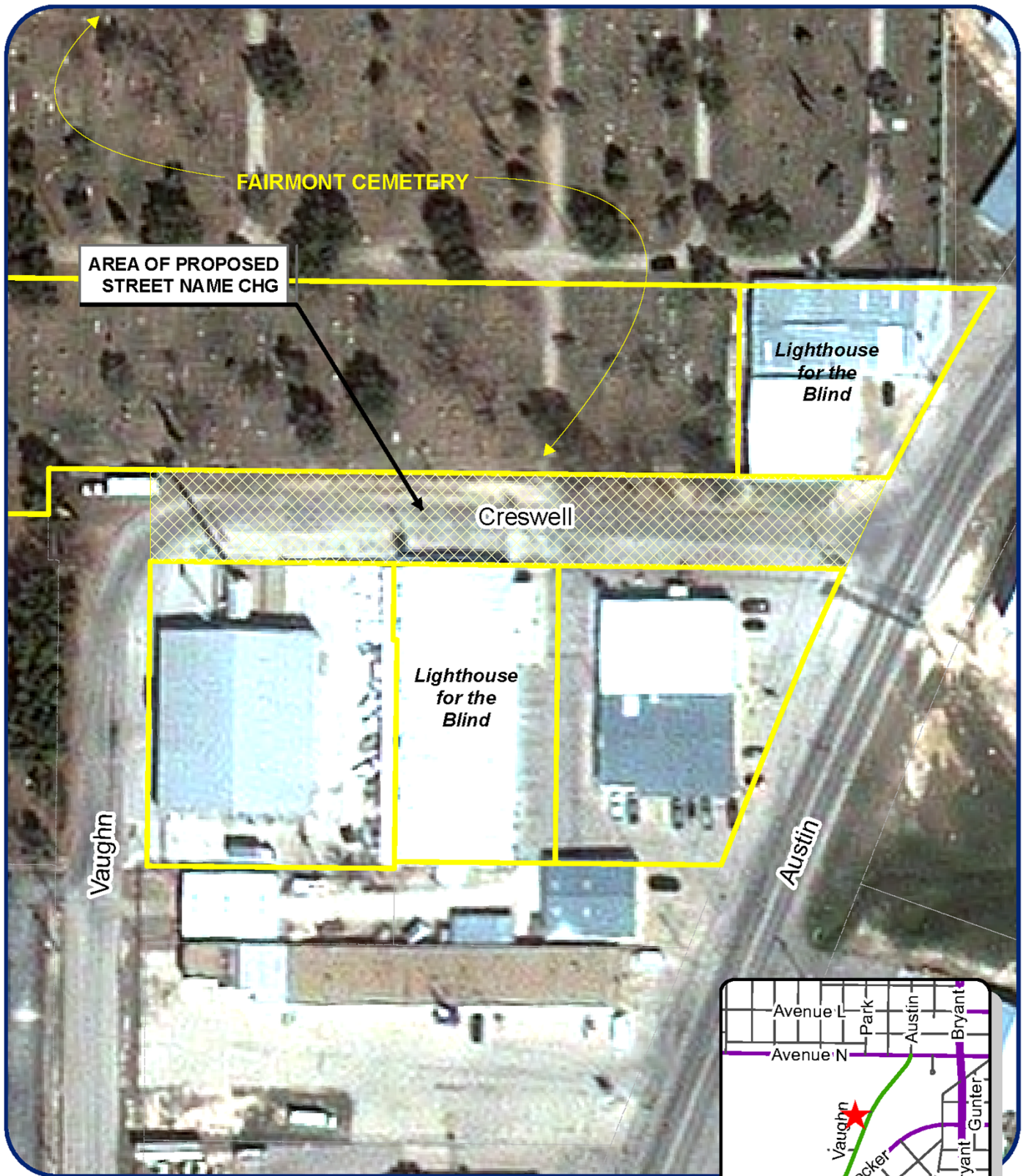
Staff's recommendation is for the City Council to **APPROVE** the proposed Street Name Change from Creswell Street to Lighthouse Way, **subject to the following two (2) Conditions of Approval:**

1. A request to the City's 911 Addressing Coordinator shall be submitted for an address/street name change for addresses affected by the street name change.

2. Payment to the City of San Angelo shall be made for the installation of two street identification signs at the intersections with Austin Street and Vaughn Street. All signage shall be designed and erected in accordance with local regulations.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map



N



Street Name Change Case File

Lighthouse Way

Council District: Elizabeth Grindstaff

Neighborhood: ASU/College Hills

Scale: 1 inch :: 100 feet

Affected Street: Creswell Street, between Austin Street and Vaughn Street

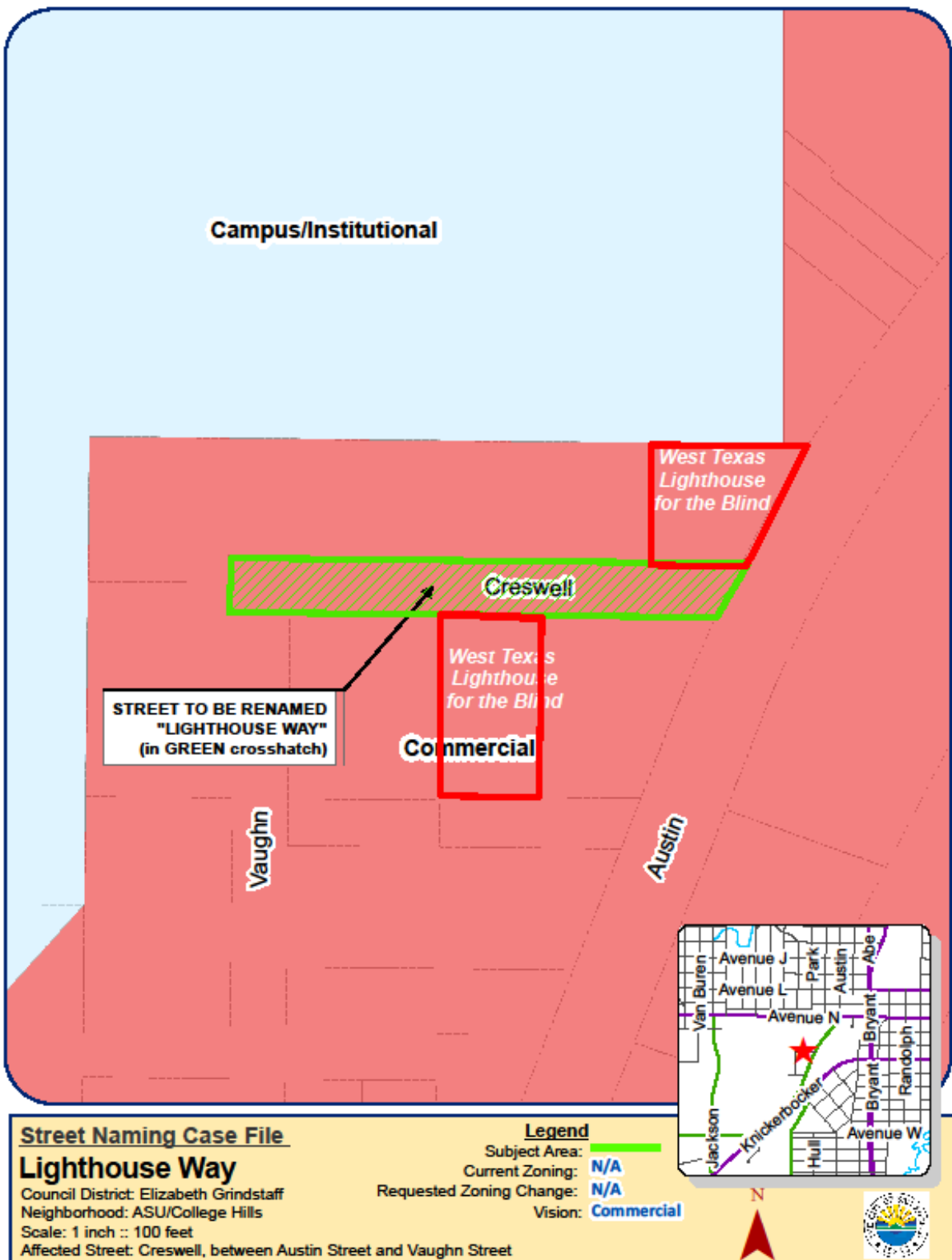
Legend

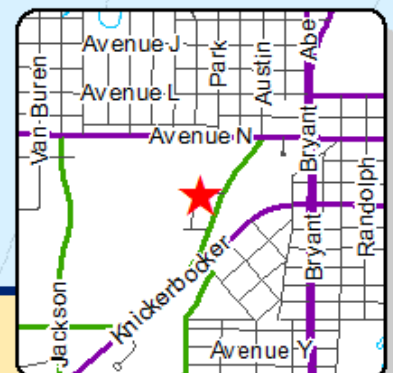
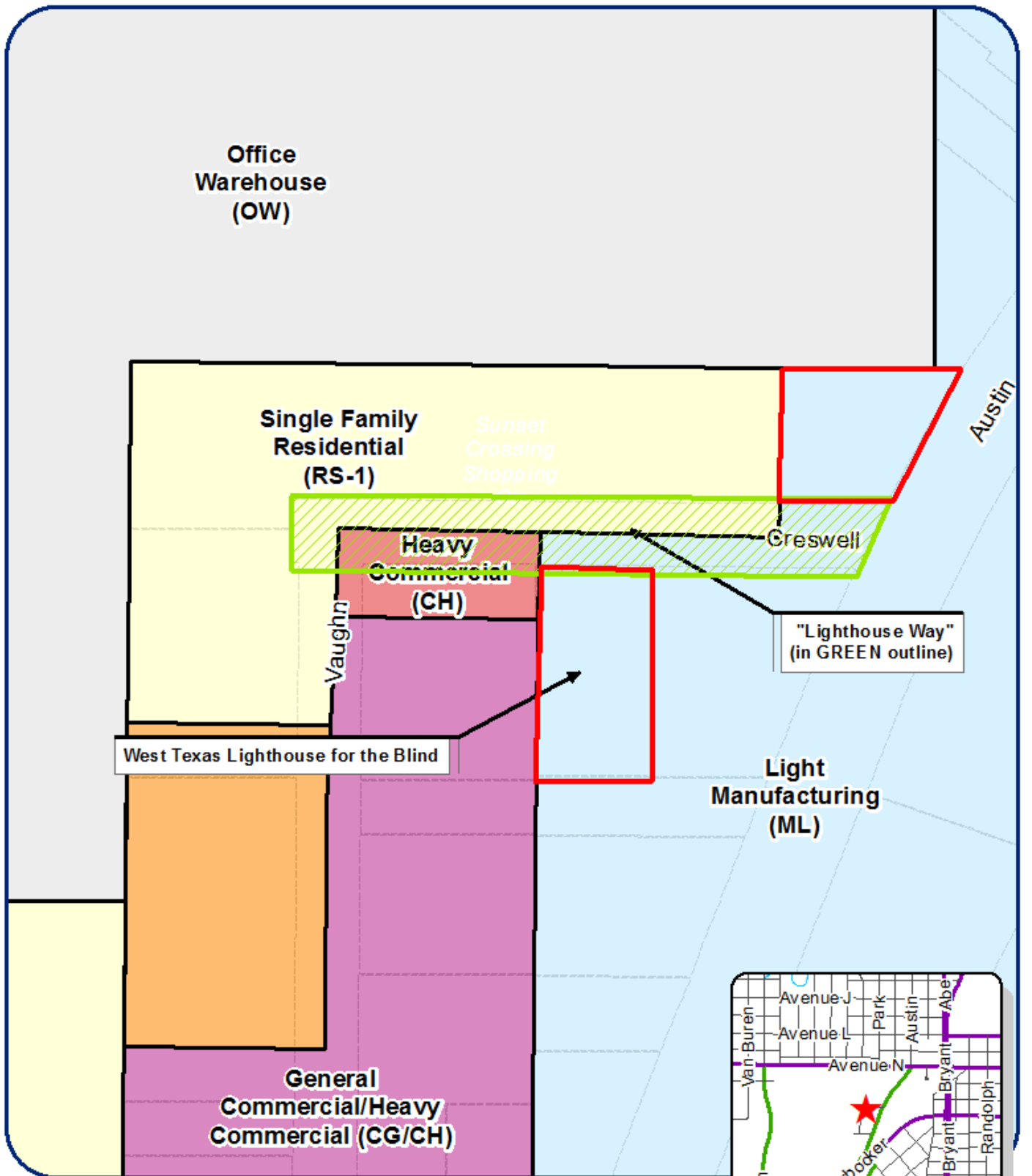
Affected Properties:

Current Zoning: N/A

Requested Zoning Change: N/A

Vision: N/A





Street Naming Case File

Lighthouse Way

Council District: Elizabeth Grindstaff

Neighborhood: Sunset

Scale: 1 inch = 100 feet

Affected Street: Creswell Street, between Austin St. and Vaughn St.

Legend

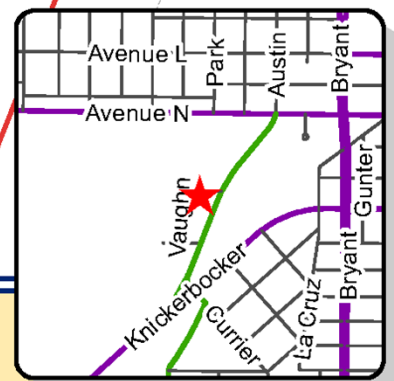
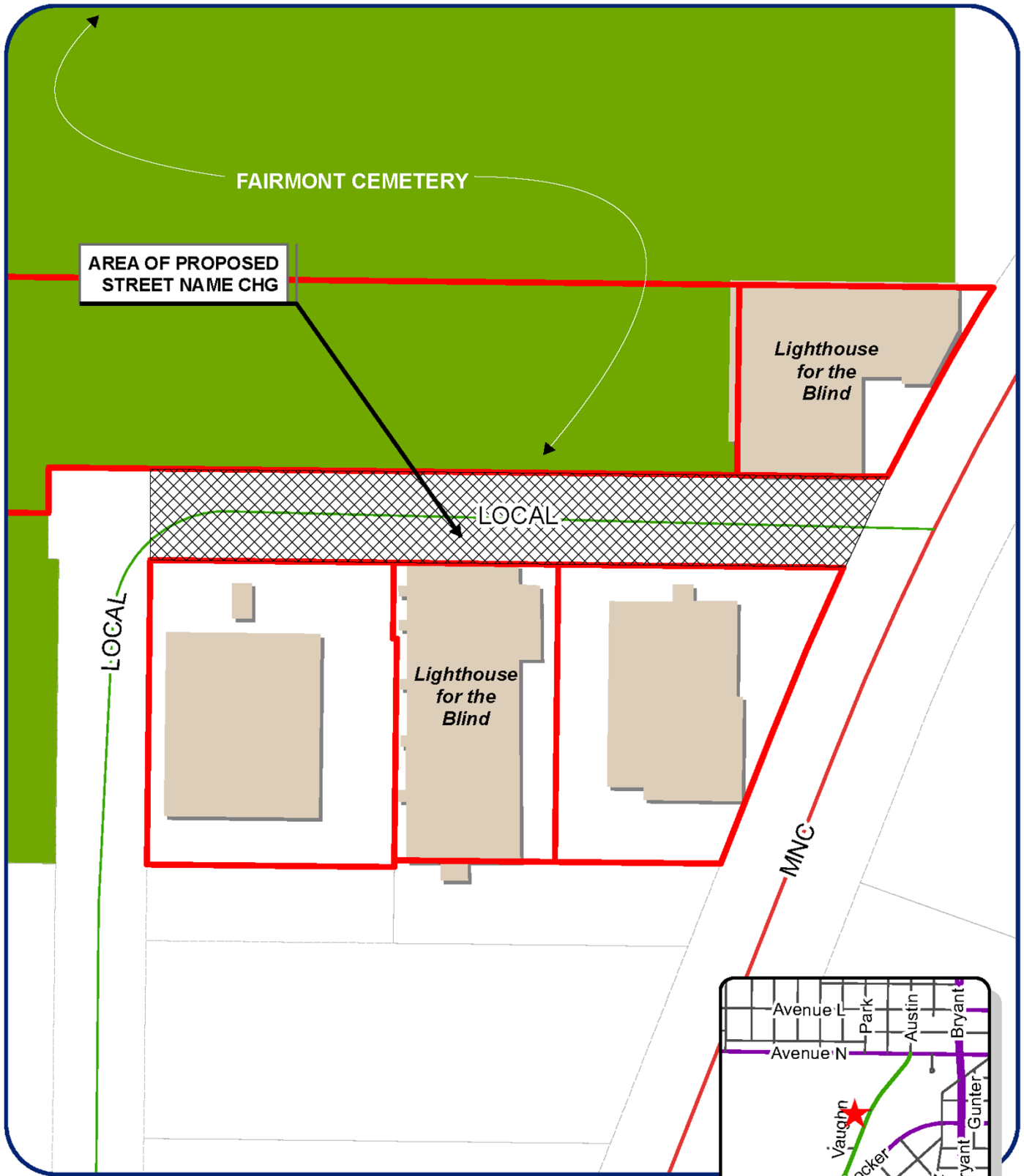
Subject Area: —

Current Zoning: ML

Requested Zoning Change: N/A

Vision: Commercial





Street Name Change Case File

Lighthouse Way

Council District: Elizabeth Grindstaff

Neighborhood: ASU/College Hills

Scale: 1 inch :: 100 feet

Affected Street: Creswell Street, between Austin Street and Vaughn Street

Legend

Affected Properties: —

Current Zoning: N/A

Requested Zoning Change: N/A

Vision: N/A



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

First Reading and Public Hearing on ordinances to repeal an ordinance approved on September 18, 2012 naming a private drive as "Time Clock Drive" and to designate an unnamed private drive in the 2900 block of Southwest Blvd as "Time Clock Drive" - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On September 18, 2012, the San Angelo City Council approved an Ordinance to designate an unnamed and unplatted private driveway / drive aisle located on a 3.757-acre portion of Block CC, College Hills South Addition, Section 30 as "Time Clock Drive." That property fronts West Loop 306 and is situated east of Forest Trail and west of College Hills Boulevard. The drive aisle runs linear, northeast to southwest, and provided secondary, unfettered access between Loop 306 and Wildewood Drive. Perpendicular parking spaces run along both sides of this drive aisle. Had this been a public or private roadway, such parking would have been counter to Zoning Ordinance restrictions on head-in parking from a street or roadway. The property owner at the time of the application was Data Management, Incorporated, d.b.a. Time Clock Plus. The property contains a 27,000-square-foot office building that, until early 2016, served as a regional operations office.

Due to expansion, the company has since relocated to a larger facility currently located at 2950 Southwest Boulevard. The 65,000-square-foot facility is a former retail anchor building which is part of the overall 227,000-square-foot Sunset Crossing Shopping Center and has housed several different tenants over the years, the most recent tenant being an oilfield services company. The overall shopping center has numerous tenants and largely fronts along the west side of Southwest Boulevard. Several individual commercial buildings are also located along Southwest Boulevard to the east of the Time Clock Plus facility and are not associated with the shopping center. As a matter of preference and addressing consistency, the business is petitioning the City to transfer the designation, "Time Clock Drive," from its former location to its new location, which will be also be a private, unplatted, driveway and drive aisle within the shopping center development, or specifically, a portion of Tract A, College Hills West Addition, Section 8. To facilitate the address relocation, a two-fold request to repeal the September, 2012, Ordinance and supersede it with a new Ordinance relocating Time Clock Drive to the new Sunset Crossing location has been initiated by the business. The extent of the driveway / drive aisle to be designated Time Clock Drive is approximately 445 feet, emanating westward from Southwest Boulevard, along the front of the business, to the western edge of Tract A.

Financial Impact:

N/A

Other Information/Recommendation:

On June 20, 2016, the Planning Commission recommended approval of both requests by a 4-2 vote, with Commissioners Smith & Stribling voting in opposition.

Attachments:

- | | | |
|----|--|--|
| 1. | Staff Report | C02_TimeClockDr_Staff Report (City Council).docx |
| 2. | Draft Ordinance (Repealing Original Ordinance) | 16-501_PL_TimeClockDr_REPEAL.docx |
| 3. | Draft Ordinance (New Street Name Change) | 16-501_PL_TimeClockDr_New 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:

July 12, 2016
August 2, 2016

From:

Jon James, AICP
Director

Through:

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

Case:

Street Name Designation – Time Clock Drive

Request:

A request for the following: (1) to repeal, in its entirety, the Ordinance approved and adopted on September 18, 2012, designating an unnamed private drive located on a 3.757-acre portion of Block CC, College Hills South Addition, Section 30, as "Time Clock Drive," thereby abandoning and removing all geographical and addressing references thereto; and instead (2) ordain a portion of Tract A, College Hills West Addition, Section 8, as "Time Clock Drive"

Location:

2950 Southwest Boulevard; generally located along the west side of Southwest Boulevard, across from Deerfield Road

General Information

Future Land Use:

Commercial

Current Zoning:

General Commercial (CG)

Existing Use:

Anchor building for a commercial strip center, currently functioning as an office building

Surrounding Zoning / Land Use:

North:	General Commercial (CG)	Commercial Strip Center Parking Lot
West:	General Commercial (CG)	Commercial Strip Center
South:	General Commercial (CG)	Vacant Land
East:	Neighborhood Commercial (CN)	Commercial Strip Center

District: CMD #6 – Charlotte Farmer

Neighborhood: Sunset

Thoroughfares/Streets: Not applicable; Private driveways and parking lot drive aisles within medium-to large-scale retail/commercial centers are not mentioned in the Major Thoroughfare Plan and are not subject, nor built, to public roadway standards.

History and Background:

On September 18, 2012, the San Angelo City Council approved an Ordinance to designate an unnamed and unplatted private driveway / drive aisle located on a 3.757-acre portion of Block CC, College Hills South Addition, Section 30 as “Time Clock Drive.” That property fronts West Loop 306 and is situated east of Forest Trail and west of College Hills Boulevard. The drive aisle runs linear, northeast to southwest, and provided secondary, unfettered access between Loop 306 and Wildewood Drive. Perpendicular parking spaces run along both sides of this drive aisle. Had this been a public or private roadway, such parking would have been counter to Zoning Ordinance restrictions on head-in parking from a street or roadway. The property owner at the time of the application was Data Management, Incorporated, d.b.a. Time Clock Plus. The property contains a 27,000-square-foot office building that, until early 2016, served as a regional operations office.

Due to expansion, the company has since relocated to a larger facility currently located at 2950 Southwest Boulevard. The 65,000-square-foot facility is a former retail anchor building which is part of the overall 227,000-square-foot Sunset Crossing Shopping Center and has housed several different tenants over the years, the most recent tenant being an oilfield services company. The overall shopping center has numerous tenants and largely fronts along the west side of Southwest Boulevard. Several individual commercial buildings are also located along Southwest Boulevard to the

east of the Time Clock Plus facility and are not associated with the shopping center. As a matter of preference and addressing consistency, the business is petitioning the City to transfer the designation, "Time Clock Drive," from its former location to its new location, which will be also be a private, unplatted, driveway and drive aisle within the shopping center development, or specifically, a portion of Tract A, College Hills West Addition, Section 8. To facilitate the address relocation, a two-fold request to repeal the September, 2012, Ordinance and supersede it with a new Ordinance relocating Time Clock Drive to the new Sunset Crossing location has been initiated by the business. The extent of the driveway / drive aisle to be designated Time Clock Drive is approximately 445 feet, emanating westward from Southwest Boulevard, along the front of the business, to the western edge of Tract A.

Analysis:

Similar to the 2012 Ordinance, this new request involves the naming of an unplatted, private drive aisle located within a shopping center parking lot. This drive aisle does not provide discernible access only for Time Clock Plus employees and customers, however, and there is not an expressed intent to do so under the relocated designation. This driveway is one of five (5) along the west side of Southwest Boulevard that provide primary access to the Sunset Crossing Shopping Center.

Whereas the previous name designation was simply confined to one (1) property, this request is more complex and, if approved, would potentially impact at least five (5) contiguous properties as well as multiple storefronts within the shopping center. With the preference to retain the same naming designation, but at a different location, at least two (2) address changes will be necessary. Addresses or street names have generally never been portable or interchangeable instruments. A plausible and valid concern rests with the possibility of the company relocating again to another local facility, thereby prompting yet another similar action in a completely different location, or leaving the area altogether, thereby leaving the City responsible for rectifying the matter.

Approval of the request could perpetuate an already problematic precedent, the official naming of private driveways, which in doing so inadvertently and unnecessarily elevates their status and functionality in the local road hierarchy. This further exacerbates the set precedent by encouraging similar actions from other businesses who seek to either territorialize, promote brand or company visibility, or cement company identity outside of the conventional process of naming an existing public street right-of-way or creating a new street through the entitlement and development process. Albeit on a lesser scale, this precedent could also likely encourage similar requests from various other unlikely petitioners, ranging from private single-family residential homeowners to individual commercial properties, regardless of size, to institutions such as places of worship, schools (private or public), and colleges. If this precedent is further reinforced, the City would be hard-pressed to deny these petitions, no matter how inconsequential or nonsensical the request.

While the City's Code of Ordinances does not regulate street name changes, City staff has consistently used the following three (3) criteria for evaluating the appropriateness of all proposed street name changes within the city:

1. **Whether or not the street name change would confuse motorists and emergency vehicles** – The new name designation will apply to a commercial driveway leading into a drive aisle that runs through a parking lot, not a public or private roadway or a public access easement. As this request involves the use of an existing name designation that is currently found in a different location approximately 1.25 road miles away, this could understandably cause some motorist or client confusion, given that it may take time for electronic mapping (GPS) providers and trip advisors to update their records accordingly, processes that are ostensibly out of the City's control. Motorists typically expect businesses to be addressed on a public street and not on a driveway. Should an incident occur on this driveway, a participant could erroneously deduce that the driveway is instead a public street and attempt to assign liability to the City. From an emergency response standpoint, however, local emergency management and GIS staff stand ready to make any necessary and timely data changes to ensure a minimal disruption in response times, should the Ordinance authorizing the name designation be adopted. The Fire Department is opposed to the proposed request, and in fact spoke in opposition to the earlier street name change request for the site's previous location.
2. **Whether there is the same or similar name to the proposed street name** – The repeal of the September, 2012 Ordinance and its subsequent replacement with the proposed new Ordinance should eliminate the likelihood of street name duplication or similarity with names of actual streets. There are no records of any other closely related naming conventions in City databases, therefore from a local standpoint, the designation "Time Clock Drive" appears unique.
3. **Whether or not there is a justified reason to rename the street such as the naming for the betterment of the community or to honor a public figure** – It is not unusual for local jurisdictions to recognize businesses of local, regional, or national importance through the renaming of existing public streets or the creation of new public streets. Businesses may seek street name changes or new street designations out of a desire to either promote company or product awareness and identity, show a strong display of business pride, elevate a company's standing in the local market, establish tangible community ties, or simply territorialize. What is unusual about this request is that it does not involve a public street right-of-way, but rather a private driveway and drive aisle through a parking lot. This is unconventional and potentially problematic, as the previous analysis indicates. The petitioner has failed to demonstrate that this is the only available option, given the availability of other possible alternatives such as seeking an Honorarium through Resolution, incorporating the business name into some aspect of the shopping center's branding, renaming the overall shopping center in favor of the

Petitioner, or simply providing additional wall signage to draw attention to the business. Lastly, because this request appears to be driven by preference and choice, no appreciable amount of company or community benefit from the naming designation seems apparent.

Planning Commission Action:

This request was heard by the Planning Commission on June 20, 2016. In a 4-2 vote, the Commission recommended Approval of the request, subject to three (3) Conditions. Below is an excerpt from the meeting's unofficial minutes:

David Stallworth, Principal Planner, provided a brief synopsis of the case. Mr. Stallworth provided details on the former location of Time Clock Drive. Mr. Stallworth then indicated the new location of the general area to be designated, showed existing site conditions as well as various perspectives of the surrounding area, and elaborated on details of the proposed street name designation. Mr. Stallworth concluded his presentation with a recommendation to approve the rescinding of the September, 2012 Ordinance, and deny adoption of the proposed superseding Ordinance, along with his bases for both recommendations.

Commissioner Smith opened up deliberation by asking Staff on the extent and scope of the request, to which Mr. Stallworth responded. Barring further questions for Staff, Chairperson Preiss opened the public hearing for comments. Mr. Ernie Nabors, Chief Operating Officer for Data Management, Inc. (Time Clock Plus) approached the podium, identified himself and explained the rationale behind the request. Commissioner Smith expressed concerns over perceived liabilities by the City as a result of the designation. Roland Pena, City Economic Development Director, then approached the podium and expressed support for the proposed street name designation.

Commissioner Farmer made a Motion to recommend APPROVAL of the request. Commissioner Crisp seconded the Motion.

Mr. Stallworth outlined three (3) Conditions of Approval, as indicated in the staff report, for consideration in the event the Commission opted to recommend approval. Commissioner Farmer acknowledged that his Motion would be contingent upon the Conditions as read into the record by Mr. Stallworth. Commissioner Smith expressed reservations regarding approval of the request, which was followed by extensive discussions from Chairperson Preiss and Commissioners Farmer and Crisp. Mr. Nabors again approached the podium and asked for clarification on proposed Condition number two. Rebeca Guerra, Planning Manager, explained the need to legally memorialize the area to be designated in order to meet the spirit of the Land Development Code. Mr. Nabors agreed to the Conditions recommended by Staff.

The Motion passed, 4-2 (with Commissioners Stribling and Smith voting in opposition).

Staff Recommendation:

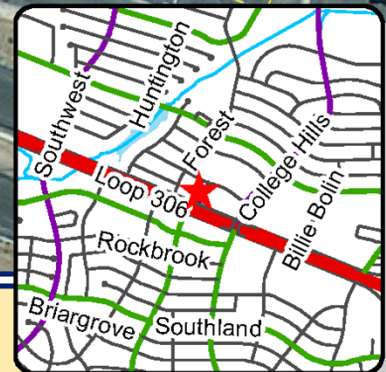
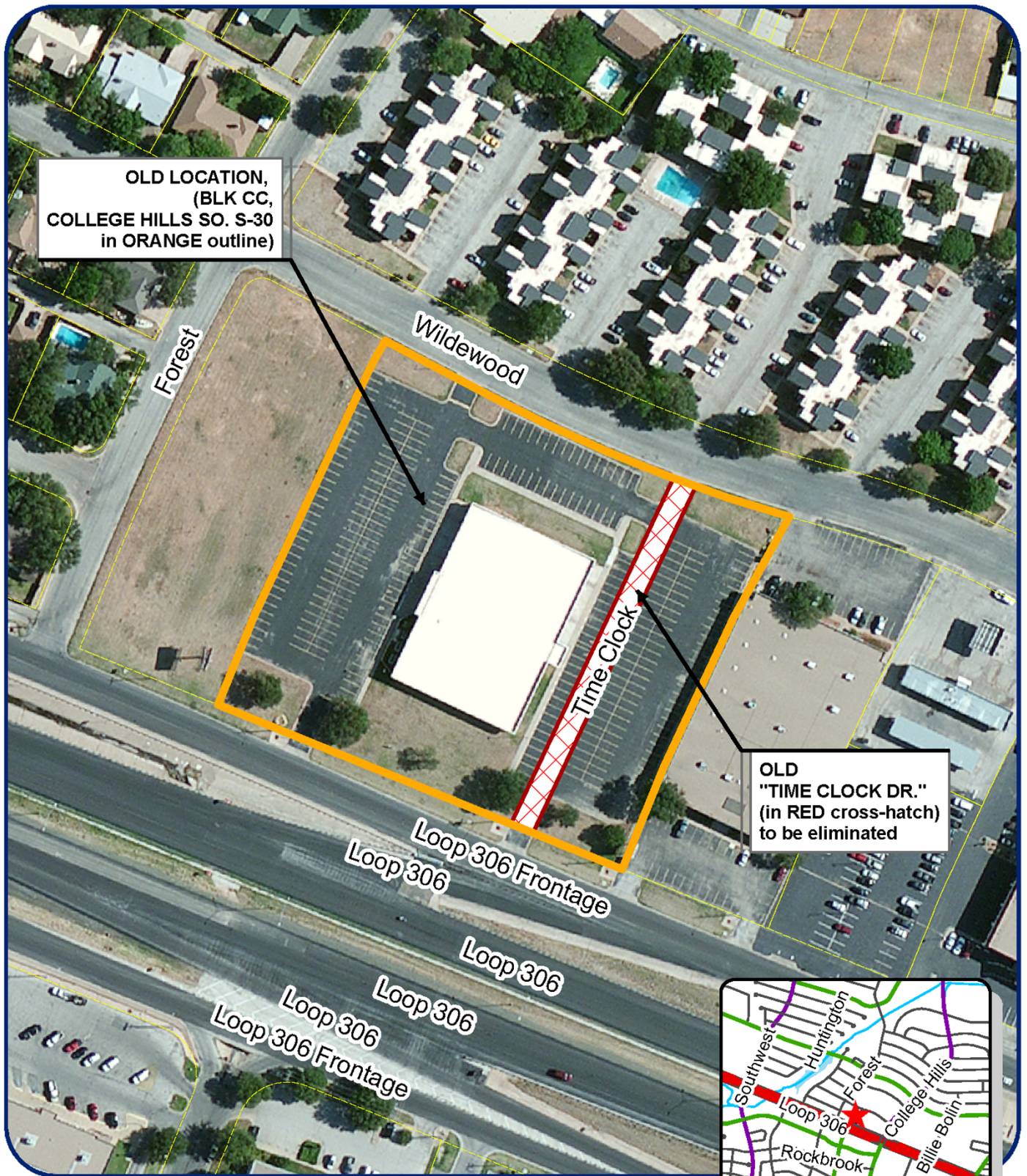
Staff's recommendation is for City Council to **APPROVE** the request to repeal, in its entirety, the Ordinance approved and adopted on September 18, 2012, and **DENY** the request to designate an unnamed private drive located on a 3.757-acre portion of Block CC, College Hills South Addition, Section 30, as "Time Clock Drive," thereby abandoning and removing all geographical and addressing references thereto, and instead ordaining a portion of Tract A, College Hills West Addition, Section 8, as "Time Clock Drive."

Should City Council wish to APPROVE the request to designate an unnamed private drive located on a 3.757-acre portion of Block CC, College Hills South Addition, Section 30, as "Time Clock Drive," thereby abandoning and removing all geographical and addressing references thereto, and instead ordaining a portion of Tract A, College Hills West Addition, Section 8, as "Time Clock Drive," however, the following three (3) Conditions of Approval are recommended:

1. A request to the City's 911 Addressing Coordinator shall be submitted for an address/street name change for addresses affected by the street name change.
2. The Petitioner shall either: (a) record an instrument with the Tom Green County Clerk's Office establishing a public access easement extending westward from Southwest Boulevard and terminating at the westernmost property line of Tract A of the College Hills West Addition – Section 8, or (b) Replat Tract A of the College Hills West Addition – Section 8 to provide for a defined private street emanating westward from Southwest Boulevard and laid out in accordance with minimum City street standards.
3. Payment to the City of San Angelo shall be made for the installation of a street identification sign and any additional necessary traffic control signs at the intersection of the driveway with Southwest Boulevard. All signage shall be designed and erected in accordance with local regulations.

Attachments:

Aerial Map – Old Location
Aerial Map – New Location
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Application



(Private) Street Naming Case File

Time Clock Drive (OLD)

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 150 feet

Legal Descr.: Portion of Tr-A, College Hills West Add'n, S-8

Legend

Former Time Clock Dr.: —

Current Zoning: **CG**

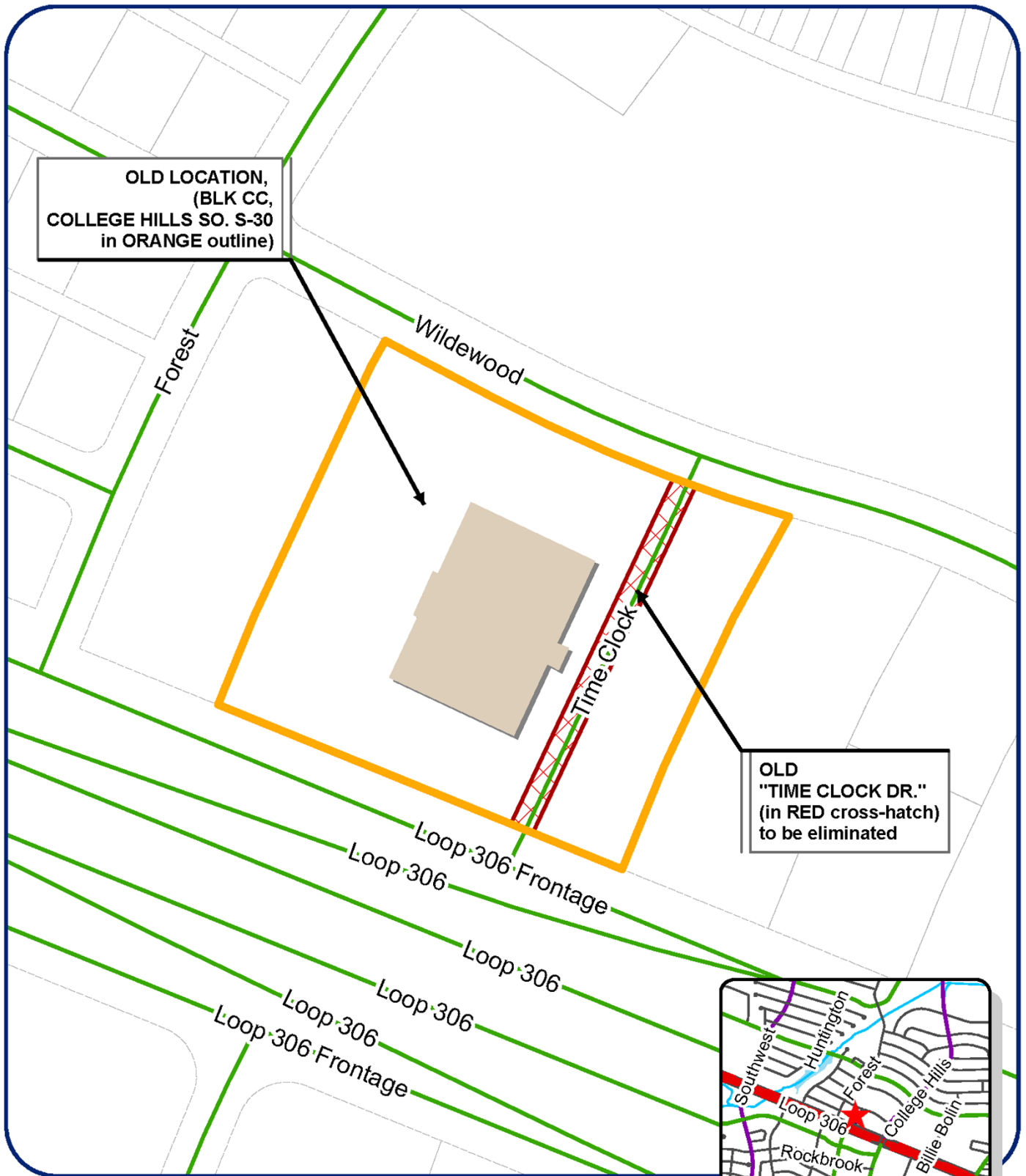
Requested Zoning Change: **N/A**

Vision: **Commercial**

N



Site Photographs



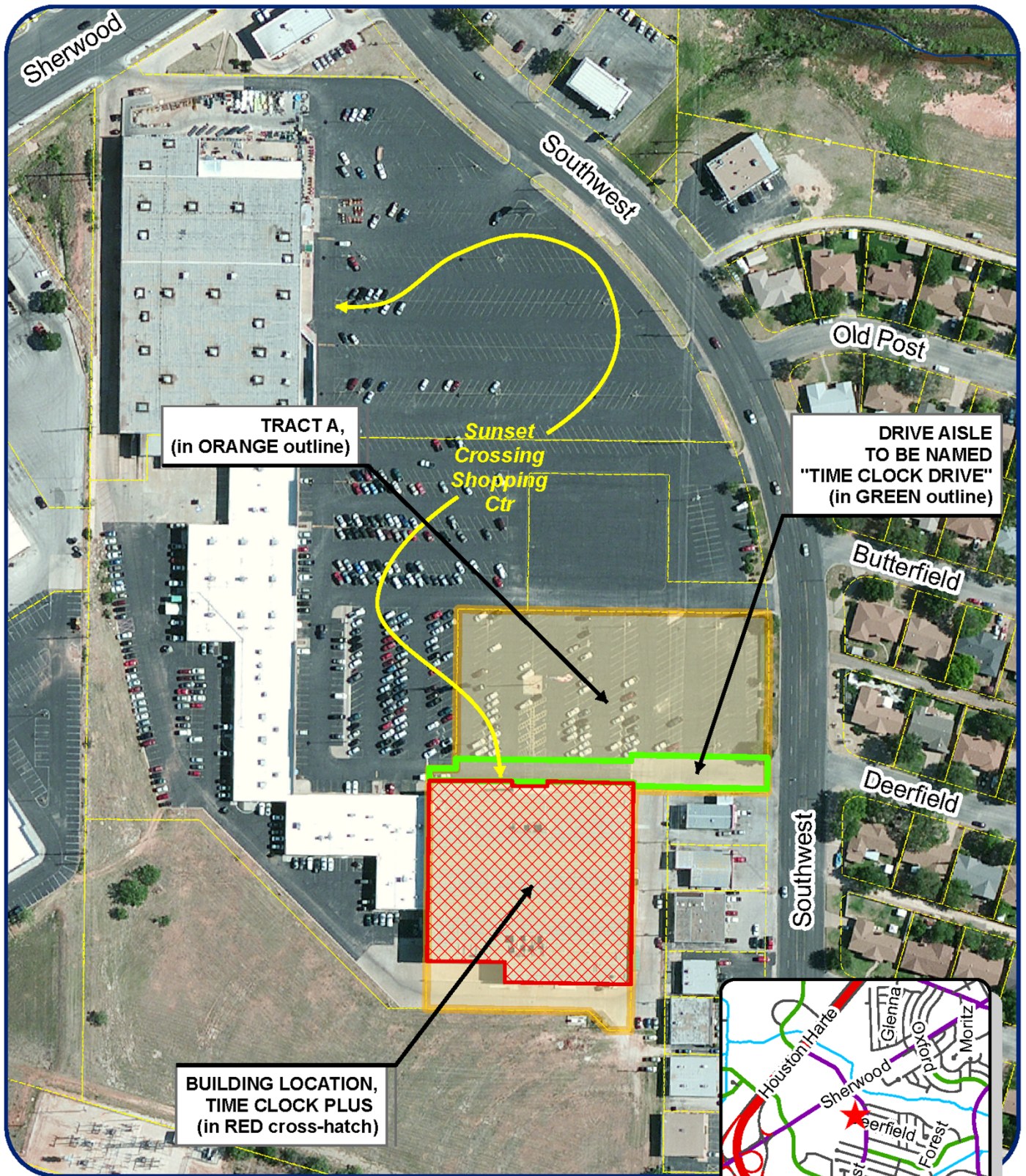
(Private) Street Naming Case File
Time Clock Drive (OLD)

Council District: Charlotte Farmer
 Neighborhood: Sunset
 Scale: 1 inch :: 150 feet
 Legal Descr.: Portion of Tr-A, College Hills West Add'n, S-8

Legend

Former Time Clock Dr.: —
 Current Zoning: **CG**
 Requested Zoning Change: **N/A**
 Vision: **Commercial**





(Private) Street Naming Case File

Time Clock Drive (NEW)

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 200 feet

Legal Descr.: Portion of Tr-A, College Hills West Add'n, S-8

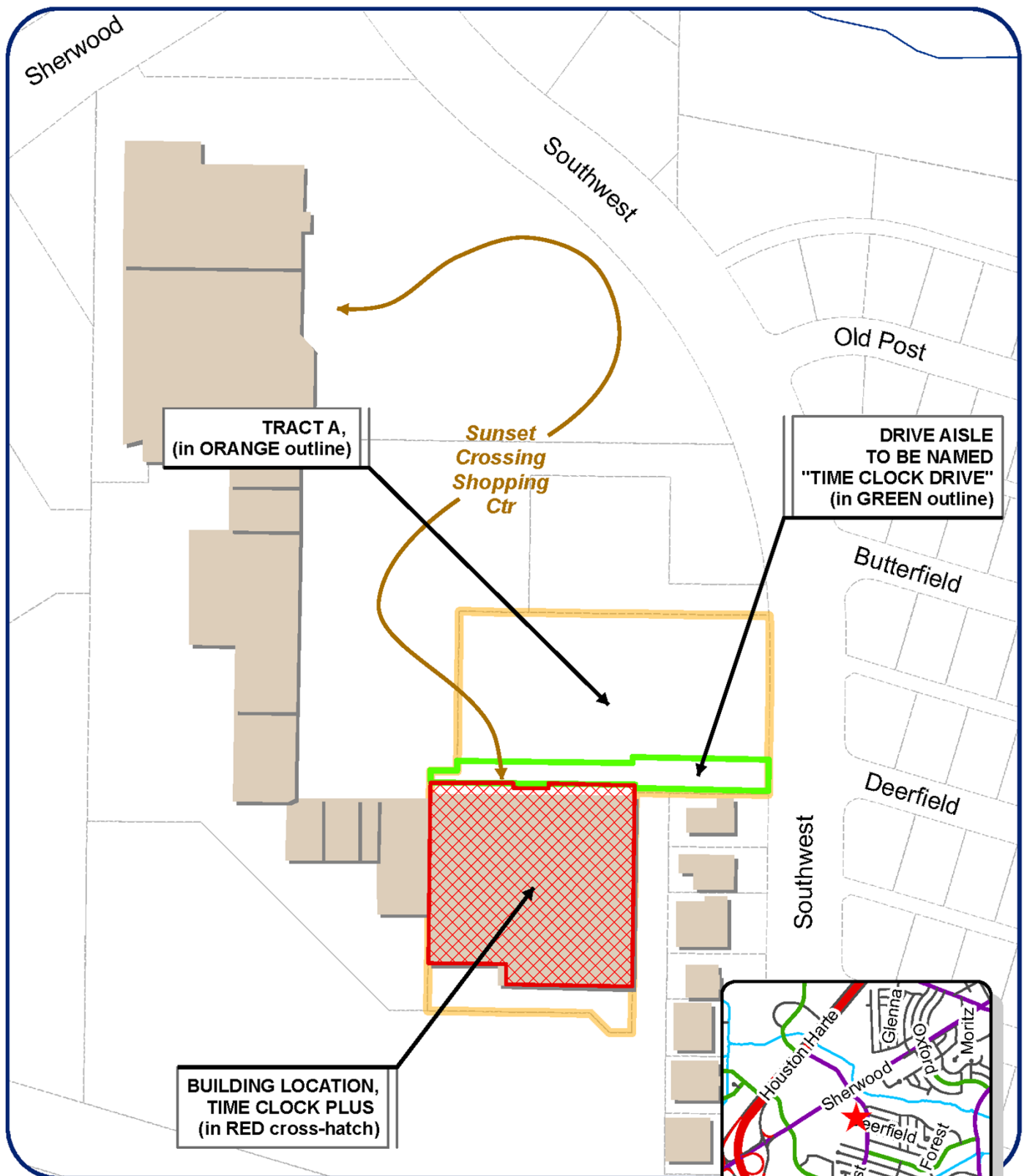
Legend

Subject Area: —

Current Zoning: CG

Requested Zoning Change: N/A

Vision: Commercial



(Private) Street Naming Case File

Time Clock Drive (NEW)

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 200 feet

Legal Descr.: Portion of Tr-A, College Hills West Add'n, S-8

Legend

Subject Area: —

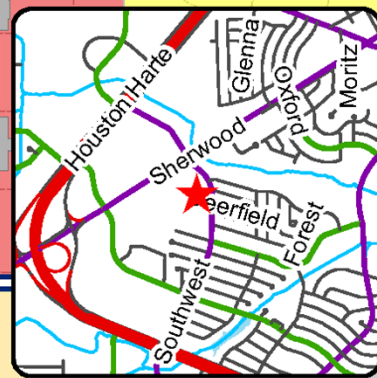
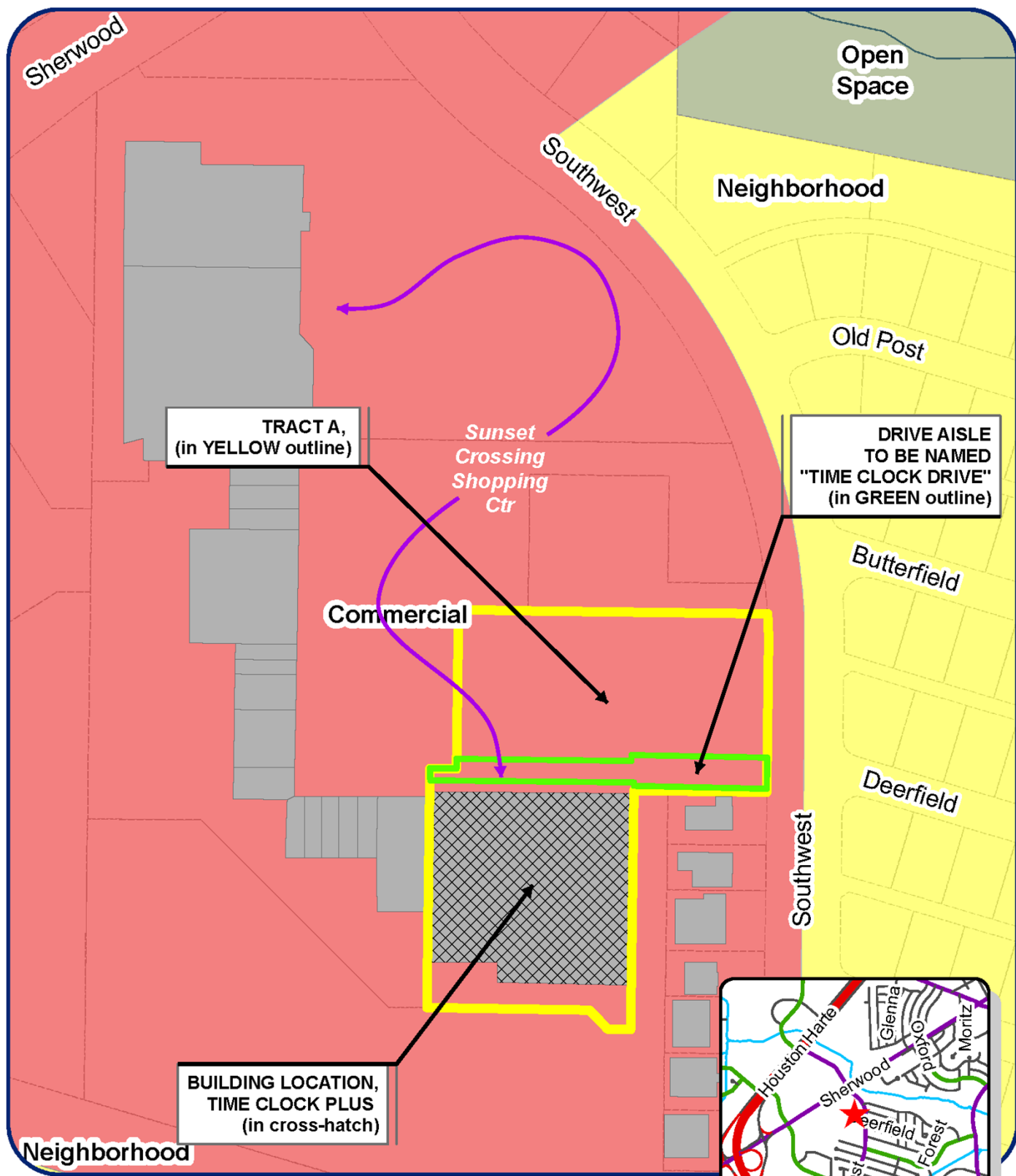
Current Zoning: **CG**

Requested Zoning Change: **N/A**

Vision: **Commercial**

N





(Private) Street Naming Case File

Time Clock Drive (NEW)

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 200 feet

Legal Descr.: Portion of Tr-A, College Hills West Add'n, S-8

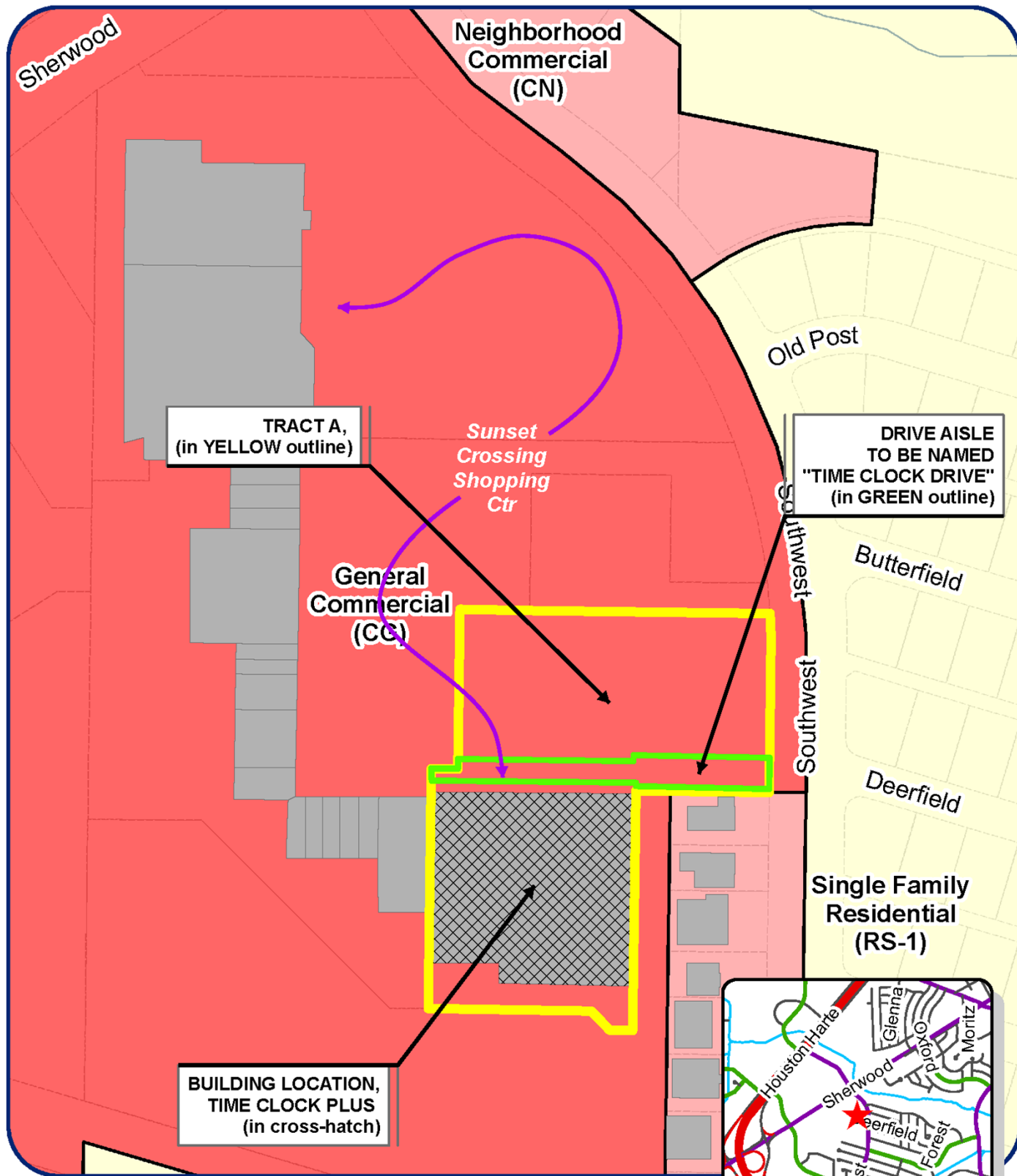
Legend

Subject Area: —

Current Zoning: CG

Requested Zoning Change: N/A

Vision: Commercial



(Private) Street Naming Case File

Time Clock Drive (NEW)

Council District: Charlotte Farmer

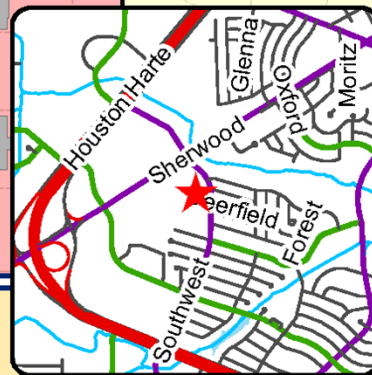
Neighborhood: Sunset

Scale: 1 inch :: 200 feet

Legal Descr.: Portion of Tr-A, College Hills West Add'n, S-8

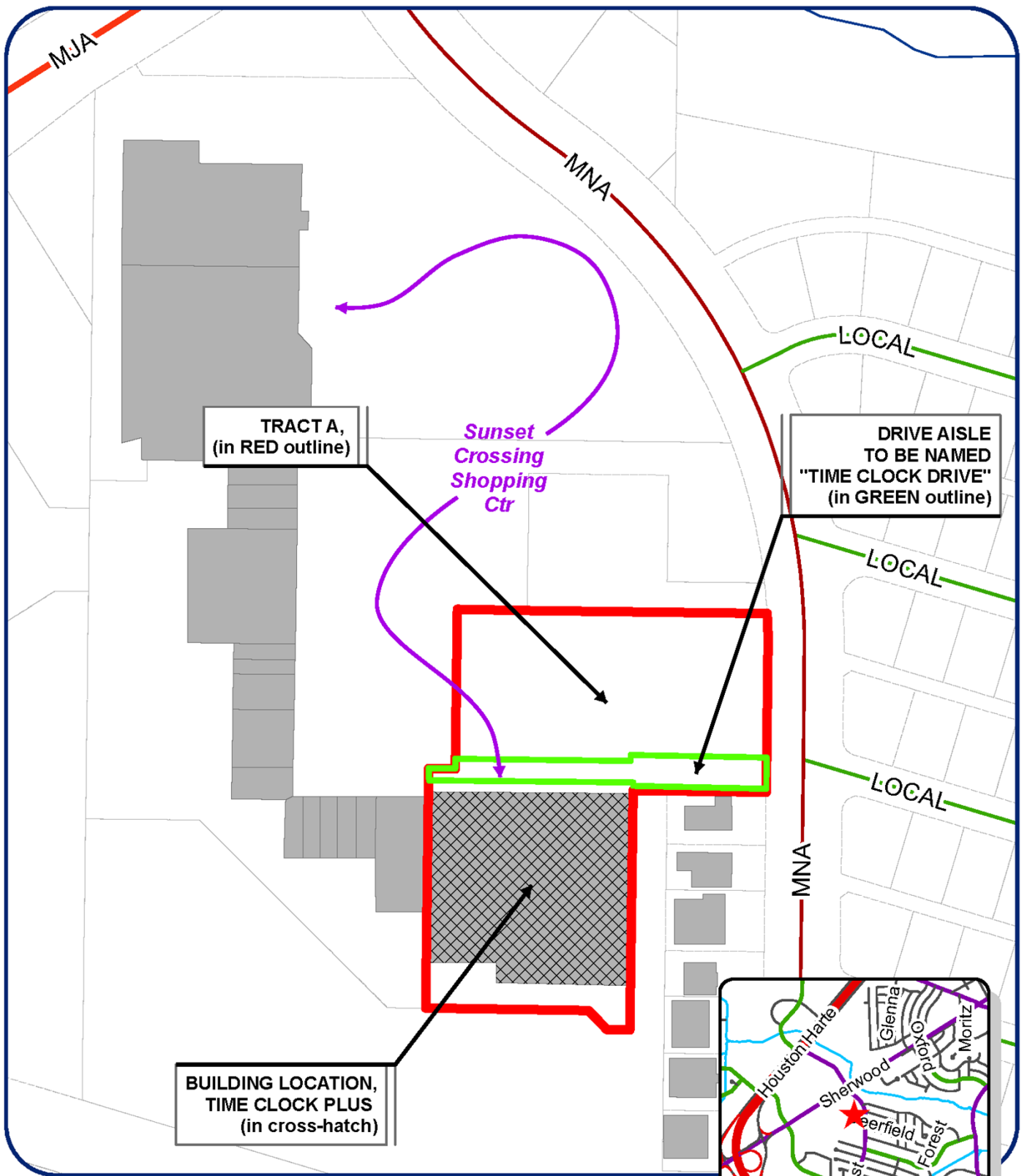
Legend

Subject Area: —
 Current Zoning: **CG**
 Requested Zoning Change: **N/A**
 Vision: **Commercial**



N





(Private) Street Naming Case File

Time Clock Drive (NEW)

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 200 feet

Legal Descr.: Portion of Tr-A, College Hills West Add'n, S-8

Legend

Subject Area: —

Current Zoning: CG

Requested Zoning Change: N/A

Vision: Commercial

N



Fisher, Jeff

From: info@cosatx.us
Sent: Thursday, May 19, 2016 11:03 AM
To: Fawver, AJ; Guerra, Rebeca; Fisher, Jeff; Fee, David; Stallworth, David
Subject: City of San Angelo, TX Street Name Changes application

A new entry to a form/survey has been submitted.

Form Name: Street Name Changes application
Date & Time: 05/19/2016 9:02 AM
Response #: 4
Submitter ID: 10030
IP address: 192.168.4.40
Time to complete: 51 min. , 20 sec.

Survey Details

Page 1

This application must be signed and dated before it will be processed. To sign the application, visit the Planning division in the Community Development Building, 52 W. College Ave., adjacent to City Hall. Offices are open from 8 a.m.-noon and from 1 p.m.-5 p.m. Mondays-Fridays. For more information, call [325-657-4210](tel:325-657-4210).

1. Name of applicants:

Data Management Inc.

2. Mailing address (street, city, state, ZIP):

1 Time Clock Drive, San Angelo TX, 76904

3. Phone:

325-223-9500

4. Describe request for street to be named/renamed.

We are requesting a private road off of Southwest Blvd in the Sunset Crossing Shopping Plaza to be name Time Clock Drive. The current address of the building that would receive the street name is 2905 Southwest Blvd. The 1 Time Clock Drive is our current address.

5. Describe location of street to be named/renamed. Include, where applicable, the legal description of the land adjacent to street requested to be named/renamed.

The street will be named off of Southwest Blvd in the Sunset Crossings Shopping Center

6. Describe reason for request to name/rename street.

The street rename was approved by the City Council in 2012 for our business. We are moving to a new location and would like to take the Time Clock Drive with us.

This application must be signed and dated before it will be processed. To sign the application, visit the Planning division in the Community Development Building, 52 W. College Ave., adjacent to City Hall. Offices are open from 8 a.m.-noon and from 1 p.m.-5 p.m. Mondays-Fridays. For more information, call [325-657-4210](tel:325-657-4210).

Thank you,
City of San Angelo, TX

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Sunset Crossing, LLC

PO Box 181977
Coronado, CA 92178
Tel/Fax 619/342-7207
Email help@smiser.net Web www.smiser.net

Ernie Nabors
TimeClock Plus
1 TimeClock Drive
San Angelo, Texas 76904

May 18, 2016

Re: Address Change – 2905 Southwest Blvd.

Ernie,

Regarding your request for the Landlord / Owner's permission to change the above referenced address to: 1 TimeClock Drive
San Angelo, Texas 76904

We absolutely approve this request and believe it will promote TimeClock Plus and the entire shopping center. Let me know if you need any additional information.

Thanks,



Dub Z. Johnson
Property Manager / Agent for Owner

City of San Angelo, Texas
Department of Planning

Application for Naming/Renaming a Street

Name of Applicant(s): Data Management, Inc. on behalf of Sunset Crossing, LLC

Mailing Address: 1 Time Clock Drive Telephone: (325) 223-9500

City/State/Zip: San Angelo, TX 76904 Fax/other: Ernie.Nabors@timeclockplus.com

describe request for street to be named/renamed*:

To designate a portion of Tract A, College Hills West Addition - Section 8 as "Time Clock Drive"

describe location of street to be named/renamed*:**

The subject area is generally located directly across from Deerfield Road to the east, +/-190 feet south of the northeasternmost corner of Tract A to a point along the west side of Southwest Boulevard where the primary drive aisle for the parking lot servicing Tract A begins, and extending westward from Southwest Boulevard along said drive aisle +/-450 feet into Tract A (see attached exhibit).

describe reason(s) for request to name or rename the street*:

A similar request was granted in 2012 for the property located along the north side of W Loop 306 between Forest Trail and S College Hills Blvd (a 3.75-ac portion of Block CC, College Hills South Addition, Sec. 30). The business, Time Clock Plus, is moving from that location to a property currently addressed as 2905 Southwest Blvd, and the business principals prefer to transfer the assigned "1 Time Clock Drive" address to the new location.

* use attachment, if necessary

** including, where applicable, the legal description of land adjacent to street requested to be named/renamed

Ernie R. Nabors - COO 6-3-2016
Signature Date

OFFICE USE ONLY

received by: _____ date of application: _____

assigned to: _____ ☐ walk-in ☐ by mail

nonrefundable application fee: \$ _____ date paid: _____

Planning Commission hearing date: _____ City Council hearing date(s): _____



INDIVIDUAL OFFICE & COMMERCIAL SPACES,
SOUTH OF DRIVEWAY ENTRANCE
(Not a part of Sunset Crossing)



DRIVEWAY ENTRANCE & SOUTHWEST BLVD FRONTAGE
(Looking north of driveway)



PARKING LOT, ALONG NORTH SIDE OF DRIVEWAY





AN ORDINANCE REPEALING IN ITS ENTIRETY THE ORDINANCE PASSED, APPROVED AND ADOPTED ON THE 18TH DAY OF SEPTEMBER, 2012, DESIGNATING AN UNNAMED PRIVATE DRIVE WITHIN A 3.757-ACRE PORTION OF BLOCK CC, COLLEGE HILLS SOUTH ADDITION, SECTION 30, AS "TIME CLOCK DRIVE;" ABANDONING AND DIRECTING REMOVAL OF OFFICIAL GEOGRAPHICAL AND ADDRESS RELATED REFERENCES THERETO; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Data Management, Incorporated, d.b.a. TimeClock Plus, has relocated from its former facility at Block CC, College Hills South Addition, Section 30, "1 Time Clock Drive", just off 306 Loop East near College Hills Boulevard due to an expansion; and

WHEREAS, Data Management, Incorporated has requested that the address for its new location be designated "1 Time Clock Drive"; and,

WHEREAS, the City Council for the City of San Angelo, Texas has determined that repealing the former ordinance and designating the new location for Data Management, Incorporated to be "1 Time Clock Drive" will foster a mutually beneficial relationship between the City and its business community, in the best interest of the health, safety and welfare of the general public;

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

SECTION 1: That the Ordinance designating a private drive located within a 3.757-acre portion of Block CC, College Hills South Addition, Section 30 as "Time Clock Drive," and providing for an effective date, passed, approved and adopted on the 18th day of September, 2012, is hereby repealed in its entirety.

SECTION 2: City staff is directed to provide for removal of official geographical and address related references to "Time Clock Drive" designated by the repealed ordinance.

SECTION 3 This Ordinance shall become effective from and after the date of adoption.

INTRODUCED on the **12th day of July, 2016** and finally PASSED, APPROVED AND ADOPTED on this the **2nd day of August, 2016**.

THE CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved As To Form:

Theresa James, City Attorney

EXHIBIT A

OLD LOCATION,
(BLK CC,
COLLEGE HILLS SO. S-30
in ORANGE outline)

Forest

Wildewood

Time Clock

OLD
"TIME CLOCK DR."
(in RED cross-hatch)
to be eliminated

Loop 306 Frontage
Loop 306

Loop 306

Loop 306

Loop 306 Frontage
Loop 306



(Private) Street Naming Case File

Time Clock Drive (OLD)

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 150 feet

Legal Descr.: Portion of Tr-A, College Hills West Add'n, S-8

Legend

Former Time Clock Dr.: —

Current Zoning: CG

Requested Zoning Change: N/A

Vision: Commercial



AN ORDINANCE TO DESIGNATE AN UNNAMED PRIVATE DRIVE WITHIN A PORTION OF TRACT A, COLLEGE HILLS WEST ADDITION, SECTION 8, AS "TIME CLOCK DRIVE;" PROVIDING FOR PERMANENTLY AFFIXING ANY NECESSARY GEOGRAPHICAL AND ADDRESS-RELATED REFERENCES THERETO; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, there is a private drive located within a portion of the property known as Tract A, College Hills West Addition – Section 8, the property being located at 2950 Southwest Boulevard and being part of the Sunset Crossing Shopping Center;

WHEREAS, Data Management, Incorporated, d.b.a. TimeClock Plus, has relocated from its former facility along West Loop 306 between Forest Trail and College Hills Boulevard to a mall at 2950 Southwest Boulevard to accommodate expansion of its business and has petitioned the City of San Angelo to affix the designation of Time Clock Drive to a private drive at the new location;

WHEREAS, the City Council for the City of San Angelo, Texas has determined that repealing the former ordinance and designating the new location for Data Management, Incorporated to be "1 Time Clock Drive" will foster a mutually beneficial relationship between the City and its business community, in the best interest of the health, safety and welfare of the general public;

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

SECTION 1: That the private drive, as referenced in "Exhibit A" attached herein, located within a portion of the property known as Tract A, College Hills West Addition – Section 8, shall be, and is hereby designated as "Time Clock Drive".

SECTION 2: That as a consequence of this Ordinance, the City of San Angelo shall assume no responsibility for the maintenance or repair of the private drive to be designated as "Time Clock Drive."

SECTION 3: That as a consequence of this Ordinance, the Petitioner shall:

- a. Submit a request to the City's 911 Addressing Coordinator for an address/street name change for any addresses to be affected by said designation. A copy of this Ordinance shall accompany said request, and all conditions must be implemented to the satisfaction of the Planning and Development Services Director.
- b. Submit to the Planning and Development Services Department:

- (1.) An executed separate instrument recorded with the Tom Green County Clerk's Office establishing a public access easement extending westward from Southwest Boulevard and terminating at the westernmost property line of Tract A of the College Hills West Addition – Section 8; OR
 - (2.) A Replat of Tract A of the College Hills West Addition – Section 8 that is recorded with the Tom Green County Clerk's Office and provides for a definitive private street emanating westward from Southwest Boulevard and dimensionally laid out in accordance with minimum City street standards.
- c. Remit payment to the City of San Angelo for the installation of a street identification sign and any additional necessary traffic control signs at the intersection of the driveway with Southwest Boulevard. All signage shall be designed and erected in accordance with local regulations.

SECTION 4: This Ordinance shall become effective from and after the date of adoption.

INTRODUCED on the 12th day of July, 2016 and finally PASSED, APPROVED AND ADOPTED on this the 2nd day of August, 2016.

THE CITY OF SAN ANGELO

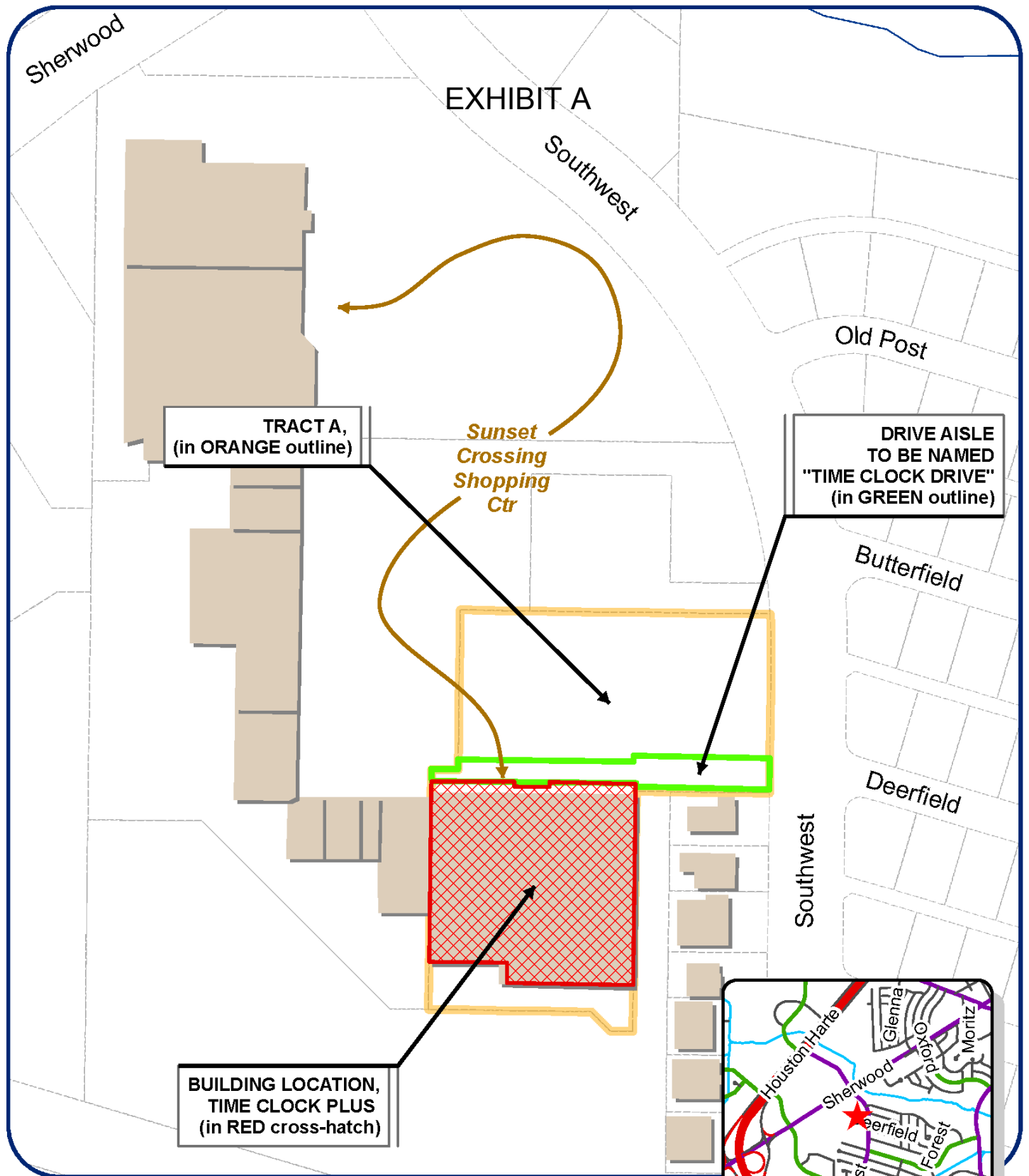
ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved As To Form:

Theresa James, City Attorney



(Private) Street Naming Case File

Time Clock Drive (NEW)

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 200 feet

Legal Descr.: Portion of Tr-A, College Hills West Add'n, S-8

Legend

Subject Area: —

Current Zoning: **CG**

Requested Zoning Change: **N/A**

Vision: **Commercial**



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

First Reading and Public Hearing for Case Z16-04, an Ordinance approving a request from George Draper to authorize a Rezoning from the Single-Family Residence (RS-1) Zoning District to the Office Commercial (CO) Zoning District, on 0.642 acres, generally located at the intersection of Freeland Avenue and North Campus Boulevard - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On May 20, 2016, the applicant, Hillcrest Baptist Church, submitted this request for a Rezoning from the Single-Family Residence (RS-1) Zoning District to the Office Commercial (CO) Zoning District for the four subject lots. 2601 and 2605 Freeland Avenue west of North Campus Boulevard are presently being used as office space for the church. 2533 and 2537 Freeland Avenue east of North Campus Boulevard are being used as a parking lot for the church and have a Special Permit (SP92-08) to allow this parking lot on parcels which are not contiguous to the church. The existing church building at 2600 Freeland Avenue is directly south of the office lots, and is not subject to this application. The church was built in 1959 and the church offices and associated parking lot on Freeland Avenue have been in operation since at least the 1990s, according to the applicant. At that time, churches and similar buildings were allowed as-of-right in the previous R-1 Zoning on the four properties. On January 4, 2000, the current Zoning Ordinance was approved which removed churches as permitted uses in the now RS-1 Zoning on the properties, making the lots legal non-conforming. The church plans to rezone and eventually sell the four subject properties in order to generate funds to preserve the existing church. The applicant has provided a rationale for their Rezoning which is attached to this Staff Report. The applicant believes that a zone change to allow business, professional, or financial offices at this location would be more appropriate than maintaining residential Zoning given their frontage onto Freeland Avenue adjacent to the Houston Harte Expressway.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------|----------------------------------|
| 1. | Staff Report | PL_Z16-04 Staff Report.docx |
| 2. | Draft Ordinance | PL_Z16-04 Ordinance (FINAL).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



City Council

Meetings:

July 12, 2016
August 2, 2016

From:

Jon James, AICP
Director of Planning and Development Services

Through:

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

Case:

Z16-04

Request:

A request for approval of a Rezoning from the Single-Family Residence (RS-1) Zoning District to the Office Commercial (CO) Zoning District

Location:

2533, 2537, 2601 and 2605 Freeland Avenue; generally located at the intersection of Freeland Avenue and North Campus Boulevard

Legal

Description:

Being Lots 1 and 2 in Block 4, Highland Heights Addition, and Lots 9 and 10 in Block 3, Highland Heights Addition

Size:

0.642 acres

General Information

Future Land Use:

Neighborhood

Current Zoning:

Single-Family Residence (RS-1)

Existing Land Use: 2601 and 2605 Freeland Avenue: Office and Parking Lot for Hillcrest Baptist Church

2533 and 2537 Freeland Avenue: Parking Lot for Hillcrest Baptist Church

Surrounding Zoning / Land Use:

North:	Single Family Residence (RS-1)	Houston Harte Expressway, Single-Family Dwellings (north side of Expressway)
West:	Single Family Residence (RS-1)	Single-Family Dwellings
South:	Single Family Residence (RS-1)	Single-Family Dwellings
East:	Single Family Residence (RS-1)	Single-Family Dwellings

District: SMD #4 – Lucy Gonzales

Neighborhood: Central

Thoroughfares/Streets:

Freeland Avenue 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.

Per the Master Thoroughfare Plan (MTP), North Campus Boulevard is classified as an “Urban Local Street.” An Urban Local Street carries light neighborhood traffic at low speeds, and requires a right-of-way width of 50 feet and a paving width of 36 feet for existing streets. The existing right-of-way width is 56 feet and the existing paving width is 36 feet, in compliance with the MTP.

History and Background:

On May 20, 2016, the applicant, Hillcrest Baptist Church, submitted this request for a Rezoning from the Single-Family Residence (RS-1) Zoning District to the Office Commercial (CO) Zoning District for the four subject lots. 2601 and 2605 Freeland

Avenue west of North Campus Boulevard are presently being used as office space for the church. 2533 and 2537 Freeland Avenue east of North Campus Boulevard are being used as a parking lot for the church and have a Special Permit (SP92-08) to allow this parking lot on parcels which are not contiguous to the church. The existing church building at 2600 Freeland Avenue is directly south of the office lots, and is not subject to this application. The church was built in 1959 and the church offices and associated parking lot on Freeland Avenue have been in operation since at least the 1990s, according to the applicant. At that time, churches and similar buildings were allowed as-of-right in the previous R-1 Zoning on the four properties. On January 4, 2000, the current Zoning Ordinance was approved which removed churches as permitted uses in the now RS-1 Zoning on the properties, making the lots legal non-conforming. The church plans to rezone and eventually sell the four subject properties in order to generate funds to preserve the existing church. The applicant has provided a rationale for their Rezoning which is attached to this Staff Report. The applicant believes that a zone change to allow business, professional, or financial offices at this location would be more appropriate than maintaining residential Zoning given their frontage onto Freeland Avenue adjacent to the Houston Harte Expressway.

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 original Highland Heights Subdivision recorded in June 1906 included only the parking lot properties at 2533 and 2537 Freeland Avenue in Block 3. In August 1927, the subdivision was extended to add Block 4 which included the church office properties at 2601 and 2605 Freeland Avenue. The surrounding residential neighborhood has existed since at least the 1950s when most of the homes were built. The church to the south has existed since 1959, and the church building used for the existing offices was originally erected the same year. A site visit by the Planning Division on June 3, 2016, indicates several lots east along Freeland Avenue are vacant. The San Angelo's Comprehensive Plan (aka Vision Plan's) Future Land Use designation for the subject properties is "Neighborhood." This Neighborhood designation extends for over one mile east to Central High School, and 0.6 miles west to the TLCA Elementary Campus. The Neighborhood designation, although predominantly residential, does "promote an appropriate balance of use within each neighborhood" and calls to "eliminate uncomplimentary and incompatible zoning classifications from neighborhood plans." As indicated, there are several vacant residential lots along Freeland Avenue and residential development appears unlikely to occur given that the lots face the Houston Harte

Expressway. Further, the Neighborhood designation states that “all residents within each neighborhood boundary should be able to meet their daily needs within a reasonable and accessible distance from their home.” In addition to business, professional, medical, and financial service offices in this location, the CO Zoning District also permits community services, day cares, religious institutions, and schools. The Planning Division believes that a Rezoning to Office Commercial (CO) would be appropriate given that offices and a parking lot have existed in this location since the 1990s and that a new office or community use could continue in this location to service the surrounding residential community.

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

The subject properties comply with the maximum floor area ratio of 2.0, the minimum lot area of 6,000 square feet, the minimum lot width of 50 feet, and the minimum lot depth of 80 feet. The Planning Division, however, cannot confirm whether the building meets all required setbacks without a property survey. Office uses require one parking space for every 300 square feet. During staff's site visit, the Planning Division calculated sixteen parking spaces on the property which would allow up to 4,800 square feet of office space without a variance from the Zoning Ordinance. There are 45 parking spaces existing on the stand-alone parking lot east of North Campus Boulevard. The Special Use Permit (SP92-08) approved by City Council on November 3, 1992, allowed this stand-alone parking lot within an R-1 Zoning District. Should this Rezoning be approved to a CO, a principal building would have to be erected on this lot removing a portion of the parking area. The remaining parking area could remain as an accessory use to the principal building. It is further noted that SP92-08 required as a Condition of Approval a 6-foot high opaque privacy fence tapering to 4 feet in the front 25 feet along the east side of 2533 Freeland Avenue. The current Zoning Ordinance also requires a 6-foot high privacy along the south property line of 2533 and 2537 Freeland Avenue for any new construction. Prior to any construction on these stand-alone parking lot properties, a 6-foot high privacy fence shall also be installed along the south property lines as well.

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.*

As indicated previously, the entire area is residential and there are no office uses or retail uses in close proximity. The properties have been used for church offices and accessory parking for at least twenty years. The Planning Division believes a new office use in this location would therefore be compatible with the surrounding area, and continue what has already taken place on these properties since the 1990s.

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

After conducting a site visit and reviewing the development history of the neighborhood, the Planning Division believes that office development is more likely and more appropriate than further residential development on these four lots. While there are many existing homes facing the Houston Harte Expressway, most of these homes were built in the 1950s before the Expressway was built. Further, there are other vacant residential lots along Freeland Avenue which remain vacant. The Planning Division does not see the conversion of these four lots into office commercial as noticeably reducing the amount of available residential housing stock in the City. An Office Commercial (CO) Zoning District in this location would instead legalize the office development that have existed in the community for many years.

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

Effects on the natural environment would appear to be minimal as the properties are 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.*

As indicated above, the Neighborhood policies in the Comprehensive Plan promote improved neighborhood connectivity to allow residents to meet their needs within walking distance of their home. There are no office uses within walking distance of the properties. An office building or related use in this location such as a dental office, doctor office, or accountant office would provide a needed service in close proximity to neighboring residents.

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

The Planning Division does not foresee any negative impacts on existing development patterns if a Rezoning to Office Commercial took place in this location. The existing properties have paved parking and front onto Freeland Avenue which connects to the Houston Harte Expressway. Customers who do

not reside in the neighborhood would use the Houston Harte Expressway frontage road, mitigating any potential traffic impacts on the neighborhood.

Notification:

On June 3, 2016, fourteen (14) notifications were mailed out within a 200-foot radius of the properties, and on June 4, 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 29, 2016, there was (1) response in favor and zero (0) in opposition of the request.

Planning Commission Recommendation:

On June 20, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for a Rezoning from the Single-Family Residence (RS-1) Zoning District to the Office Commercial (CO) Zoning District on the four properties. The following is the complete excerpt of the minutes from the June 20, 2016, meeting for this case:

Jeff Fisher, Planner, outlined the request for a Rezoning from an RS-1 Zoning District to a CO Zoning District on the four properties to allow office and related uses to be developed in future. He explained that the two properties west of Campus Boulevard have been used as church offices since the 1990s for Hillcrest Baptist Church located immediately to the south, and the two properties east of Campus Boulevard have been used for church parking. He further explained the church's plans to sell these four lots in order to raise funds for the existing church.

Mr. Fisher outlined the Planning Division's reasons for recommendation approval, which included that the Comprehensive Plan allows an appropriate mix of uses in the Neighborhood designation, including offices; that the existing uses comply with the development standards in the Zoning Ordinance; that offices would be compatible given the close proximity to Houston Harte Expressway; and that offices would be more suitable than residential given several vacant residential lots already along Freeland Avenue. Mr. Fisher explained there appears to be a community need given there are no office or institutional uses in almost a mile in either direction.

Commissioner Smith asked if the existing church would have enough parking if these lots were sold.

Mr. Fisher responded that based on his site observations, there appeared to be sufficient parking for the church on their remaining properties based on the square footage provided by the appraisal district.

Jon James, Director of Planning and Development Services, indicated that staff's review focuses on whether the proposal would meet the minimum parking standards, and in this case, these minimum standards, indeed, appear to have been met.

There was no public comment.

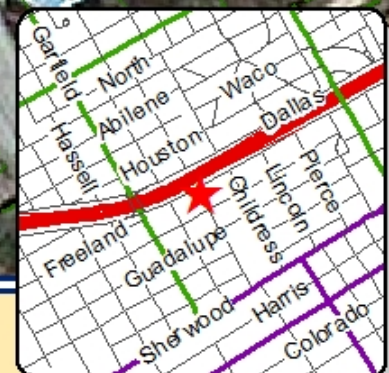
Commissioner Crisp made a Motion to recommend **APPROVAL** of the request, and Commissioner Jackson seconded the Motion. The Motion passed unanimously, 7-0.

Staff's Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the Single-Family Residence (RS-1) Zoning District to the **Office Commercial (CO) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Support Letter
Photos of Site and Surrounding Area
Applicant's Rationale
Excerpt of CO Permitted Uses and Provisions



Zoning Case File

Case Z16-04: Draper

Council District: Lucy Gonzales (SMD #4)

Neighborhood: Central

Scale: 1" approx. = 100 ft

Subject Properties: 2533, 2537, 2601, 2605 Freeland Ave

Legend

Subject Properties: —

Current Zoning: RS-1

Requested Zoning Change: CO

Vision: Neighborhood





Zoning Case File

Case Z16-04: Draper

Council District: Lucy Gonzales (SMD #4)

Neighborhood: Central

Scale: 1" approx. = 100 ft

Subject Properties: 2533, 2537, 2601, 2605 Freeland Ave

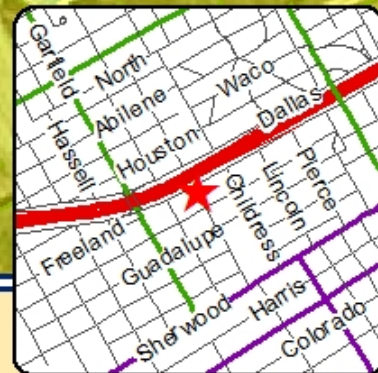
Legend

Subject Properties: ■

Current Zoning: ■ RS-1

Requested Zoning Change: ■ CO

Vision: ■ Neighborhood





Zoning Case File

Case Z16-04: Draper

Council District: Lucy Gonzales (SMD #4)

Neighborhood: Central

Scale: 1" approx. = 100 ft

Subject Properties: 2533, 2537, 2601, 2605 Freeland Ave

Legend

Subject Properties: —

Current Zoning: RS-1

Requested Zoning Change: CO

Vision: Neighborhood





Zoning Case File

Case Z16-04: Draper

Council District: Lucy Gonzales (SMD #4)

Neighborhood: Central

Scale: 1" approx. = 100 ft

Subject Properties: 2533, 2537, 2601, 2605 Freeland Ave

Legend

Subject Properties: —

Current Zoning: RS-1

Requested Zoning Change: CO

Vision: Neighborhood

N





Zoning Case File

Case Z16-04: Draper

Council District: Lucy Gonzales (SMD #4)

Neighborhood: Central

Scale: 1" approx. = 150 ft

Subject Properties: 2533, 2537, 2601, 2605 Freeland Ave

Legend

Subject Properties:

Current Zoning: RS-1

Requested Zoning Change: CO

Vision: Neighborhood

N



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) I believe that any development
of depressed or un developed
property in San Angelo cannot
but help the overall goals of
our fair community

RECEIVED
JUN 15 2016

Jeff Fisher
Planning

NAME: David Westhersch

ADDRESS: 2529 Franklin Ave

San Angelo, Tx 76901

SIGNATURE: David Westhersch

Z16-04: Draper

property owner number: 13

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.

Photos of Site and Surrounding Area

West



North



**South at Existing Office Building
(2601 & 2605 Freeland Avenue)**



**South at Existing Parking Lot
(2533 and 2537 Freeland Avenue)**



East



**Existing Church – not part of Zone Change
(2600 Chestnut Street)**



To whom it may concern:

I George Draper on behalf of Hillcrest Baptist Church ask that the property located at 2533, 2537, 2601 and 2605 Freeland Avenue be re-zoned. It is currently zoned RS-1. We are requesting that it be re-zoned to Office Commercial (CO).

1 Compatible with Plans and Policies: This part of Freeland between Garfield and Howard was developed before the expressway and has been in existence since mid to late 1940's. Housing conditions along this part of Freeland vary but the occupancies appear to be stable. Due to Freeland Avenue functioning as a frontage road for the expressway new housing development may be difficult to achieve. A reasonable person might conclude that additional residential properties along Freeland won't achieve housing goals of Goal of the Plan. Goal 3 aims to improve relationships between commercial and residential land uses. Allowing the existing office building to remain seems to me to not be as disruptive to the neighborhood as forcing it to be used for single-family residential redevelopment.

2 Consistent with Zoning Ordinance: Before the year 2000, churches and their ancillary uses were allowed in single-family zoning districts. The church office and parking area across the street have been in place since the 1990's. We have good relationship with our neighbors. The new zoning will preserve that existing relationship as well as provide limited opportunities for the development of business, professional and financial offices that are proportionate in activity level to the neighborhood that is nearby. Also, any changes of the property to retail will require Conditional Use approval, The residents and other stakeholders will be afforded due process.

3 Compatible with Surrounding Area: Again the existing church office and parking area across the street have been used as they are now since the 1990's. In that time churches and their ancillary uses were allowed in the R-1(which is now RS-1 Zoning district by right. A good and harmonious relationships has existed over the years between the office and the surrounding neighborhood. The new zoning will help maintain harmony.

4 Changed Conditions: A change in ownership of the properties will eliminate non-conforming entitlements. That will force a single-family residential redevelopment of these properties. As mentioned before there exists several vacant lots along Freeland. Adding more vacant lot inventory along Freeland does not necessarily guarantee more housing, especially in light of the functionality of Freeland Avenue. The requested zone change may help to maintain the status quo, keep an established and familiar use, preserve existing neighborhood relationships. Also, the change will discourage any neighborhood disruptions resulting from vacant buildings or lands.

5 Effect on Natural Environment: No dangerous, noxious or environmentally compromising businesses or industries are allowed under the new zoning district. No adverse impacts on the environment are expected as a result. No adverse environmental impacts are anticipated from the zone change. The land use under the new zoning is similar to the adjacent residential neighborhoods.

6 Community need: The new zoning will provide opportunities for residents to walk to work for those that do not want to travel long distances to go to work.

7 Development patterns. The church office and parking area across the street have been in place since the 1990's. At that time churches and their ancillary functions were allowed in the R-1 (now RS-1) zoning district by right. A harmonious relationship has been enjoyed over the years between the church office and the neighborhood. The new zoning should help to preserve the existing relationship.



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

PLANNING DIVISION

OFFICE COMMERCIAL (CO) ZONING DISTRICTS

Allowed Uses:

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

Conditional Uses:

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

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

Special Uses:

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

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

Required Setbacks:

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



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PLANNING DIVISION

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

Maximum Floor Area Ratio: 2.0

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

Minimum Lot Size: 6,000 square feet

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

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

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

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **2533, 2537, 2601 and 2605 Freeland Avenue; generally located at the intersection of Freeland Avenue and North Campus Boulevard; more specifically being Lots 1 and 2 in Block 4, Highland Heights Addition, and Lots 9 and 10 in Block 3, Highland Heights Addition, comprising a total of 0.642 acres,** FROM SINGLE-FAMILY RESIDENCE (RS-1) ZONING DISTRICT TO OFFICE COMMERCIAL (CO) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY

RE: Z16-04: Draper

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and state law regarding zoning regulations and zoning map, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being 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: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic zoning ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

2533, 2537, 2601, and 2605 Freeland Avenue; generally located at the intersection of Freeland Avenue and North Campus Boulevard; more specifically being Lots 1 and 2 in Block 4, Highland Heights Addition, and Lots 9 and 10 in Block 3, Highland Heights Addition, comprising a total of 0.642 acres, zoned Single-Family Residence (RS-1) shall henceforth be permanently zoned as follows: Office Commercial (CO) Zoning District.

SECTION 2: 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 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

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

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

INTRODUCED on the **12th day of July, 2016**, and finally PASSED, APPROVED AND ADOPTED on this the **2nd day of August, 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: David Knapp, Construction Manager, Construction Management, 325-262-1357

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

Update on the progress of the Auditorium Project and consider authorizing the City Manager to execute Change Order No. 2 to the Lee Lewis Construction contract as Construction Manager at Risk (CE 02-14) for a total of \$445,948; funded by the project budget - (Presentation by Construction Manager David Knapp)

Summary/History:

In the original budget for the Auditorium project, the City carried a line item estimate of \$549,191 for seating in the auditorium for the orchestra and balcony levels. The orchestra level seats would utilize salvaged decorative cast end caps and original wood armrest with new seat bottoms and backs designed to look like the original seats. The balcony seats would be complete replicas of the orchestra seats with all new materials.

For various reasons the City had intended to purchase these seats and just coordinate with the contractor for installation. As the project progressed and Historic Preservation Tax Credits became an option, it became evident that purchase of the seats needed to be under the umbrella of the contractor and paid for by SAPAC to maximize the tax credits. In the end it puts the responsibility for coordination and installation under the contractor, simplifying any possible future warranty issues with them.

Fortunately, when the seating was finally bid out by Lee Lewis Construction, Inc (LLCI) the pricing came in below our budget, \$445,948. The \$103,000 saved can now be used for finishes and equipment for the project that qualify for tax credits as well.

Financial Impact:

The original project budget carried a line item for seating under "City Project Expenses". The seats are now being carried under the contractors scope of work so the funds will be transferred to their contract accordingly per the Change Order.

Fortunately the final seating cost with contractor markup came in under what was budgeted.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------|--------------------------------|
| 1. | Change Order No.2 | CO-02 FINAL.pdf |
| 2. | Project Summary - Co #2 | Auditorium Funding - CO #2.pdf |

Presentation:

David Knapp

Approvals/Reviews:

David Knapp	Created/Initiated
Theresa James	Approved
Tina Carriger	Approved

Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 002	OWNER: ☒
San Angelo Auditorium Stage and Annex	DATE: 06/06/2016	ARCHITECT: ☒
2014		CONTRACTOR: ☒
City Hall Auditorium		FIELD: ☐
72 West College Ave.		OTHER: ☒
San Angelo, Texas 76903		
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 14.04-01	
Lee Lewis Construction, Inc.	CONTRACT DATE: April 11, 2016	
7810 Orlando Avenue	CONTRACT FOR: General Construction for the	
Lubbock, TX 79423	Rehabilitation of the San Angelo City Hall Auditorium	
Atten: Amy Bollinger	and the construction of a new Annex around the Stage	
	for support functions.	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Auditorium Seating by American Seating Co.

Bid for Auditorium and Balcony Seating

\$433,170.00

Lee Lewis Co, Inc. Fee

\$ 12,778.00

Total Change Order Amount for CO No. 2

\$445,948.00

The original Guaranteed Maximum Price was

\$ 10,369,494.00

The net change by previously authorized Change Orders

\$ 593,916.00

The Guaranteed Maximum Price prior to this Change Order was

\$ 10,963,410.00

The Guaranteed Maximum Price will be increased by this Change Order in the amount of

\$ 445,948.00

The new Guaranteed Maximum Price including this Change Order will be

\$ 11,409,358.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 04/16/2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Killis Almond Architects, P.C.

Lee Lewis Construction, Inc.

San Angelo Performing Arts Company

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

Killis Almond, FAIA, 342 Wilkens Ave.,
San Antonio, Texas 78210

7810 Orlando Avenue
Lubbock, TX 79423

c/o San Angelo Area Foundation
221 S. Irving St.
San Angelo, TX 76903

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Killis Almond, FAIA

Jason Smith

Delilah Harper

(Typed name)

(Typed name)

(Typed name)

06/06/2016

6/10/16

6/16/16

DATE

DATE

DATE

Lee Lewis Construction, Inc

CONST CHANGE REQUEST

7810 Orlando Ave.

No. 00008

Lubbock, TX 79423

Phone: 806-797-8400

Fax: 806-797-8492

TITLE: Seating

DATE: 06/03/2016

PROJECT: COSA Municipal Theater Renovation

JOB: 1552

TO: Attn: David Knapp
City of San Angelo
702 S. Chadbourne
San Angelo, TX 76903
Phone: 325-657-4279 Fax:

CONTRACT NO: 1552

RE:

To:

From:

Number:

DESCRIPTION OF PROPOSAL

This CCR encompasses pricing for the auditorium seating.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	American Seating		1.000		\$433,170.00	0.00%	\$0.00	\$433,170.00
00002	LLCI Fee		1.000		\$12,778.00	0.00%	\$0.00	\$12,778.00

Unit Cost: \$445,948.00

Unit Tax: \$0.00

Unit Total: \$445,948.00

APPROVAL:

By: _____
David Knapp

Date: _____

By: Amy Bollinger
Amy Bollinger

Date: 06-03-16

SECTION 12 71 00
Auditorium Theater Chair

(Wood reveal back, Metal seat, and Historic ends)

PART 1: GENERAL

- 1.01 Section Includes:
- A. Fixed seating for theater facilities where multiple seating is required.
 - B. Rehabilitate existing auditorium seats in accordance with the specifications detailed herein.
- 1.02 Related Documents: All applicable provisions of the Building and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.
- 1.03 Description of Work: Provide all labor, materials, necessary equipment and services to complete the manufacture and installation of the fixed seating, as indicated on the drawings, and as specified herein.
- A. Strip and refinish all armrests and end standards relating to the Orchestra Level seating.
 - B. Fabricate wooden armrests to match existing size, shape and color for Balcony Level seating only.
 - C. Repair or replace all missing, damaged and worn parts which are to be reused in the rehabilitation including wooden armrests and cast iron end standards.
 - D. New intermediate leg standards (reusing existing intermediate wood armrests for Orchestra Level only). See Base Bid and Alternate Bid Pricing.
 - E. Fabricate cast iron end standards similar to original end standards for Balcony Level seating only, design to be approved by Architect.
 - F. New metal seat pans with gravity lifts.
 - G. New plywood backs to approximate historic profile and thickness of the original Orchestra Level seating.
 - H. New upholstered inner panel attached to the finished wood back, creating a revealed upholstered back that reveals the wood finish on the rear of the back to approximate the original Orchestra Level backs (this includes the new balcony seating).
 - I. New LED aisle light fixtures located in the armrests and installed as indicated in the attached drawings.
 - J. Custom paint colors on end standards with highlight paint glazing to approximate the original glazing. The Orchestra Level chairs will have decorative painting to replicate the design of these historic end standards including highlight painting and glazing. The Balcony Level chairs are to include decorative painting with the same base color as the Orchestra Level and will include the decorative painting in a reserved fashion using the same colors as the Orchestra Chairs.
 - K. New alpha/numeric identification plates identifying row and seat number (viewable from aisle and when the seat is in the upright position).
 - L. Installation of seating based on approved seating layout.
 - M. Clean all chairs and adjust their operation at the completion of the installation. All chairs shall be operating properly prior to final acceptance and sign-off by the owner.
 - N. All chairs shall be operating properly prior to final acceptance and sign-off by the City.
 - O. Return all remaining armrests and end standards to the City.
- 1.04 Performance:
- A. Field performance of the installer shall be demonstrated by providing a list of not less than five (5) installations of similar specifications that have been in service for a minimum period of five (5) years.
 - B. Gray iron shall be of a quality and strength in accordance with ASTM A48-64 for Class 25 gray iron castings.
 - C. All wood used in the construction of the arms shall be hardwood. All veneers used in plywood shall be

well seasoned hardwoods. Scope of work includes the reuse of all armrests for the Orchestra Level. Missing armrests are to be replicated. Any armrest above the number needed to reseat the auditorium will be refinished and returned to the Owner for future replacement needs. The Balcony level will be newly fabricated armrests.

1.05 Submittals:

- A. Complete Seat Plan: Submit drawings fully describing the seat plan developed from architect's prints/drawing of the building. Include details of all chairs, sizes, widths, anchorage and accessories. CAD files are available upon request. Ensure seat layout is efficient and has maximized useful space and that chair count is accurate prior to beginning the manufacturing of chairs.
 - 1. A list of not less than five projects of similar size that have been in service a minimum of ten (10) years.
- B. Samples for initial selection purposes of the following:
 - 1. Chair Fabric Quality: Performance - 50,000 Double Rubs minimum, Flammability – UFAC Class 1; NFPA 260A and CA Tech. Bulletin 117 Section E. Equal to Douglas Weave Appeal Fountain and Chamberlin as approved by the Architect.
 - 2. Paint Colors – Two (2) samples of three (3) different gold powder coat colors to approximate the original base color and highlight colors and glazing colors for the balcony and orchestra levels as approved by the architect to best replicate original paint coloring.
 - 3. Two (2) wood stain colors on each type of wood being used on the rehabilitation.
- C. Submit a product sample for the Orchestra Section. This sample should incorporate the salvaged armrests and end standards and will be evaluated for quality and craftsmanship.
- D. One chair each for the balcony and orchestra completed in accordance with these specifications in the selected fabric, paint, and wood stain for approval by the Owner.
- E. Shop drawings of existing conditions and new layout.
- F. Manufacturer's product data and specifications for fabric, foam padding, and powder coat materials.

1.06 Quality Assurance:

- A. All component parts of the product are to be made under direct control of the manufacturer. Utilize testing and inspection procedures to assure uniform high quality component parts and finished product.

1.07 Warranty:

- A. Installation Warranty: All material, labor and equipment installed in this contract shall be under warrantee for a period of two (2) years and repairs will be made at no additional cost to the City. Abuse or act of God is not covered under the warranty.
- B. Foam, wood and electrical lighting elements - five (5) years
- C. Operating mechanisms and structural components - fifteen (15) years
- D. Steel and Cast Iron Structural Standards - twenty-five (25) years

1.08 Salvage Materials:

- E. The City salvaged all existing armrests and historic end standards during the demolition phase of the auditorium. All have been carefully protected and crated for storage and shipping to be incorporated into the design of the new seats. There are three (3) crates of armrests and four (4) crates of end standards. Selected Vendor is responsible for getting crates to their facility to be refurbished and reused as specified. Any remaining salvaged materials should be delivered back to the City at project completion. All crates are approximately 51"L x 52"W x 17"H.

PART 2: PRODUCTS

2.01 Acceptable Manufacturer:

- A. Manufacturer: Any manufacturer who has shown quality manufacturing of historic and reproduction chairs installed in the United States for a minimum of ten (10) years.

2.02 Orchestra Level Chairs:

- A. Cast Iron End Standard: The orchestra level will **reuse the historic decorative end standards** as shown in the attached photo and the decorative ends will be attached to new seating between the aisles.
- B. Armrests: All existing orchestra **armrests are to be reused** on the existing end and middle standards for each chair.
- C. Backing: New wood inset padded backs are to match the thickness and shape of the historic backs.
- D. Plywood Back: To approximate historic plywood back: - 5/8" min. Northern Maple Select hardwood.
- E. Metal Seat Bottoms: 20 gage die formed steel foundation pan with 11 gage reinforcing plates as needed. Seat number plates are to be placed on the seat bottom to allow viewing when the seat is in the upright position. Powder coat finish, color by Architect from standard finishes.
- F. Lighting: The aisle lights are to be installed in the ends noted on the plans and **integrated into the historic armrests**. Coordinate the placement of aisle lights with the General Contractor by making field trips to verify placement prior to pouring concrete.
- G. ADA Seating: ADA seating is to be incorporated into the Orchestra Level seating as shown on the drawings and must meet TAS Standards. End standards on ADA seating will not match historic ends being reused in the remainder of this chair installation.



Orchestra Level Chairs

2.03 Balcony Level Chairs:

- A. Cast Iron End Standard: The balcony level will have **new end standards** to approximate the simple, historic, cast iron end standard found in the balcony as shown in the attached photo. End Standard color to match gold base of the Orchestra Level cast iron end standards and highlights to match Orchestra in a simpler fashion as approved by the architect.
- B. Armrests: Fabricate new wooden armrests to match existing size, shape and color.
- C. Backing: New wood inset padded backs are to approximate the thickness and shape of the historic seat back profile of the orchestra level seats.
- D. Plywood Back: To approximate historic plywood back: - 5/8" min. Northern Maple Select hardwood.
- E. Metal seat bottoms: 20 gage die formed steel foundation pan with 11 gage reinforcing plates as needed. Seat number plates are to be placed on the seat bottom to allow viewing when the seat is in the upright position. Powder coat finish, color by Architect from standard finishes.
- F. Lighting: The aisle lights are to be installed in the ends noted on the plans and **integrated into the newly fabricated armrests**. Coordinate the placement of aisle lights with the General Contractor by making field trips to verify placement prior to pouring concrete.



Balcony Level Chairs

2.04 Padding Material:

- A. Seat and back padding material shall be of cold molded polyurethane foam. Padding material shall comply with the flammability requirements outlined in California Technical Information Bulletin #117, Resilient Cellular Materials, Section A & D, dated February 1975, when tested in accordance with Federal Test Method standard 191, Method 5903.2. Padding can be upgraded to meet California Technical Bulletin #133.

2.05 Metal Coating:

- A. Metal parts: All metal parts shall be completely stripped of their existing finish. After stripping, parts shall be cleaned and pre-treated for the application of thermosetting epoxy powder coating. All metal parts shall be baked in a gas oven at a minimum temperature and time prescribed below to assure an even, smooth and fully cured finish. Epoxy powder coating finish and color shall be selected by the City from the manufacturers' standard color chart. The final cured coating shall meet or exceed the following characteristics:

1. Dry film thickness: ASTM D 1400-81 (thickness 2 – 3 mils)
2. Hardness ASTM D-3363-74 (2 H pencil hardness)
3. Abrasion/Scrub Resistance ASTM D-968-51 (22,000 cycles)
4. Adhesion by tape test ASTM D 3359-78 Cross Hatch Method
5. Impact Resistance ASTM-D2794-69 (100 pounds)
6. Flexibility of coated surface ASTM-D522-60
7. Rust and corrosion (salt spray) ASTM-B 116-73

B. Hardware

1. All hardware assemblies shall be rust resistant, zinc, or black plated.
2. Attach floor mount chairs with 1/4" inch expansion bolts not less than 2 1/2" inches long. Use two bolts per end standard. **NOTE: THE ARCHITECT WILL INSPECT EVERY CHAIR INSTALLED AND APPROVE ALL ATTACHMENTS.**

2.06 Construction: Minimum Standards as follows:

- A. Seat: Seat sizes shall accommodate 20", 21", and 22" chairs.
- B. Upholstered self-lifting seat: The seat assembly shall consist of an upholstered and padded surface, with a drawn steel seat pan and a gravity self-rising seat that rises to the 100% fold position when unoccupied. The seat must be designed for exceptional comfort, constructed of molded polyurethane foam 50/55 kgs/m³ and arch-spring support of five (5) serpentine springs attached to a molded high-density polypropylene frame. A seat cover should be tailored from the specified fabric and upholstered over the molded polyurethane foam pad and locked into place with saw tooth upholstery hooks formed into the steel channel. The entire bottom of the seat, including the seat-lifting mechanism and upholstery attachment, must be totally enclosed by drawn steel seat bottom cover. The cover should be contoured to a shape favorable to the chair design and complement the design of the back with seat back and bottom fabric installed. Fabric must be an approved color/pattern and meet the minimum specifications below.
- C. Intermediate leg standards:
1. Base Bid: All standards should be pedestaling design, 14-gauge steel, 1" x 3" rectangular tube. All standards shall be provided with a 1-3/4" x 11-1/2" flat 16-gauge steel plate for mounting armrests and a 9-gauge steel wing welded to the rear of the standard for attaching the chair back wings.
 2. Floor mounted standards should be constructed to meet an 11 - gauge formed carbon steel foot, welded to the bottom of the rectangular standards. The weld should be 360 degrees around the standard and concealed on the inside to give a clean appearance to the standard. The foot dimension must be 8" x 3" for firm attachment to the floor. The standard must be fabricated to fit the floor incline and maintain the proper seat height and sight line.

3. **Alternate Bid: Include new middle standards of solid cast iron design to approximate the original middle standards. Field document the need for both forward and reverse incline castings.**
- D. AISLE LIGHTS: Aisle lights shall consist of low voltage lights and transformers. The low voltage light assembly shall consist of LED lights, a mounting plate to attach the housing or recessed pocket to the end standard under the armrest, prewired with a 24" pigtail, 18" flexible conduit and a connector. Seating contractor shall provide all transformers. All final connections shall be done by others.
- E. ADA ARMS: Provide an armrest at the aisle ends or adjacent to the wheelchair positions as noted on the plans. The arms shall fold upward to allow occupants with disabilities to egress and ingress the chair without interference of the armrest. The quantity and locations of the ADA arms shall be noted on the shop drawings in compliance with local, state and federal regulations and approved by the Architect and/or Owner.
- F. MOVEABLE BASES: Provide moveable bases as shown on the drawings for single, double or triple chair groupings. The bases shall be of the skid base design and attached to the floor with removable hardware to allow for quick and easy removal of the chair grouping.
- G. PLYWOOD BACK: To approximate historic plywood back: - **5/8" min.** Northern Maple Select hardwood or as approved equal by the architect.

PART 3: INSTALLATION, EXECUTION, AND WORKMANSHIP

3.01 FACTORY RESTORATION PROCEDURES

A. METAL RE-FINISHING:

1. Thermosetting Epoxy Powder. All metal parts shall be coated with an epoxy powder coating system, with a dry film thickness (DFT) of at least two (2) mils. Finish shall be either "wrinkled", "veined" or "smooth" as selected by Architect. Color shall be selected by Architect from standard finish ranges.
2. Application of Epoxy Powder Coating: Clean and pre-treat stripped parts for immediate application of thermosetting Epoxy Powder Coating. Coat all parts using the Electrostatic Powder Coat Method. All parts shall be baked in a convection oven at a temperature range of 350 to 400 degrees F for a minimum of twenty (20) minutes.
3. Cured paint must pass the 2H pencil hardness test.
4. All coated parts shall have an average dry film thickness (D.F.T.) of at least two (2) mils.

B. METAL PREPARATION AND STRIPPING:

1. Strip all metal parts using the following procedure:
 - a) 150 degree caustic soda bath.
 - b) High spray rinse.
 - c) Acid bath for rust removal.
 - d) Neutralizing bath.
 - e) Preservative water-soluble dip.

C. CLEANING METAL PARTS:

1. Iron phosphate and cleaner: Wash all parts with iron phosphate and detergent recommended by manufacturer for this process, in order to establish an iron phosphate film of 40 to 60 milligrams per square inch over all parts. The wash shall utilize a high pressure spray heated to (140 to 160 degrees F), with all parts rotated 360 degrees during the wash process, to ensure complete coverage.
2. Clean water rinse: High-pressure hot water rinse.
3. Final rinse: High-pressure hot spray (130 degree).
4. Dry off: Allow all parts to completely dry between stages. All parts shall pass through a dry off oven for four (4) minutes at 300 degrees F minimum. This dry off stage shall occur within three minutes of final rinse, and within fifteen minutes of the Powder Coating application.

D. WOOD FINISHES:

1. All wood parts shall have existing finish removed in a non-water based stripper.

2. Wood parts shall be stained in a non-water based stain.
3. After air-drying in a dust free environment, two sealer coats shall be applied.
4. After the sealer has dried, it shall be sanded with a 220 grit or finer sated paper.
5. Three coats of lacquer shall be applied to provide sufficient film depth to afford wear resistance of institutional quality.

E. INSTALLATION OF THEATER SEATS:

1. A factory trained and approved installation crew shall be used when reinstalling the chairs.
2. The architect will approve the installer prior to the acceptance of the proposal. Installer's references should be included as part of the proposal forms. The architect's decision is final.
3. Install the seats in accordance with the approved seating layout.
4. Install new anchors as approved by architect.
5. Once chairs have been installed, check all fasteners to ensure that each chair is securely mounted to the floor. Clean all chairs and adjust all operating hardware for proper performance.
6. All chairs shall perform properly prior to Owner's final acceptance. Make all adjustments or repairs required in order to correct deficiencies in installation, operation and quality of padding or upholstering. Make repairs where adjacent work of other trades has been damaged as a result of the Work of this Section.

3.02 FINAL CLEANING

- A. Remove all debris caused by this work from site.
- B. Inspect, clean, and adjust all work as necessary at the completion of installation.
- C. Clean, vacuum, and dust all surfaces of the seating as needed.

QUOTATION

Quote #: 111595-1

Auditorium (main / orchestra level)

ATTN: Michael McGuffin

Created 2/5/2016

Revised 5/9/2016



Mark Wretschko

mark.wretschko@amseco.com

American Seating is pleased to present the enclosed quotation.

The following items are included:

- Detailed PO requirements
 - Quote Summary
 - Itemized Quote
 - Product options that must be determined exist and must be selected.
- Please contact your Representative for assistance with specifications.



The pictures presented within may not directly reflect the selections provided in the quote details. See your American Seating Sales representative for further details.

QUOTATION

Quote #: 111595-1

CREATED: 2/5/2016

Created By: Daniel Lucas



Fixed Seating

Line	SKU	Product	Qty
1	5H1B02	Stellar 206VR Ends : 78 End Standard : #502 Saenger Cast Iron End Standard with Wood Armrests Upholstery Fabric : Grade 12 Seat Bottom : Steel Seat Foam : 2" FSC/NAUF Certified Back : NOT INCLUDED FSC/NAUF Certified Armrests : NOT INCLUDED	1,341
2		ADA Cast Iron End - Wood Armrest	26
3		Aluminum Number/Letter Plate Type : Brass Tone - Route Wood Arms	1,341
4		Donor Plate Type : Solid Brass - Route Wood Arms	1,341
5		Stellar/Majestic Stretcher Mount Chair Count : One Chair	2
6		Stellar/Majestic Stretcher Mount Chair Count : Two Chairs	2
7	MISC	Miscellaneous Charge Description : 700 Series middle standards	1,341
8	MISC	Miscellaneous Charge Description : Attic Stock - Seats/Backs with Seat Pans	10
9	MISC	Miscellaneous Charge Description : Convert 3/4 fold pivots to full fold pivots	1,341
10	MISC	Miscellaneous Charge Description : Convert Back from Stellar 206VR to Shubert Back	1,341
11	MISC	Miscellaneous Charge Description : New scrolled end armrests with LED lights under armrest	174
12	MISC	Miscellaneous Charge Description : Reuse existing scrolled armrests	1,167
13	MISC	Miscellaneous Charge Description : reuse of existing and modified end standards	138
14	MISC	Miscellaneous Charge Description : thicker wood back (5/8")	1,341

Project Details

1. Installation to be on concrete flooring only, at industry standards.
Installation on other types of flooring, or raised/access/metal flooring, may be an additional charge. Please contact American Seating for specific requirements.
2. We are bidding standard American Seating products, testing, packaging, stains, paints, and other finishes. Only the products listed in this quote are included in the price.
3. Add Option: To convert steel seat pan to majestic seat bottom, add \$101.56/chair
4. Change Option: New end standards can be either converted to Commonwealth for no additional charge
5. Section 2.04, Part A: All chairs meet CAL 117 requirements. To meet CAL 133 requirements, add \$19.39/chair
6. Section 2.06, Part B: Seat is spring lift as opposed to gravity lift
7. Section 2.06, Part C: All standards are cast iron as opposed to steel

	Per Chair	Total
Subtotal	\$292.78	\$392,617.98
Installation	\$30.24	\$40,551.84
Sales Tax	\$26.65	\$35,737.65
Bonds	\$0.00	\$0.00
Total	\$349.67	\$468,907.47

All prices are in USD

QUOTATION

Quote #: 111595-1



Created:

2/5/2016

Revised:

5/9/2016

Requested Delivery Date:

12/1/2016

End User

City of San Angelo

Ship To:

San Angelo, TX 76903

You can send your completed purchase order to:

American Seating Company
401 American Seating Ctr NW
Grand Rapids, MI 49504
Email: orders@amseco.com

Quote Terms and Conditions

1. Quote is valid for 60 days from the date issued and is based on the information contained within this quote.
2. Standard terms and conditions (including payment terms) apply unless otherwise noted and approved in writing.
3. Standard payment terms are 25% down with order, 50% payment before shipment and 25% payment after usable installation. Credit department approval required.
4. Pricing does not constitute approval of project lead times.
5. Project lead time is based on notice of award, receipt of all approved color, fabric, finish and submittal details, as well as complete field dimensions.
6. Pricing does NOT INCLUDE LIQUIDATED DAMAGES CAUSED BY OTHERS.
7. Pricing includes delivery to any point within the 48 contiguous United States.
8. Pricing or manufacturing lead times may be adjusted based on events outside of American Seating's reasonable control.
9. American Seating's standard product warranty (attached) is applicable to this quotation unless otherwise approved in writing by an officer of the Company.
10. Lease financing may be available through an independent third party financial institution subject to their credit review and approval. Please ask your American Seating representative for more information.
11. This quote only includes standard American Seating products, testing, packaging, stains, paints, and other finishes. Only the products listed in this quote are included in the price.
12. We are bidding standard American Seating products, testing, packaging, stains, paints, and other finishes. Only the products listed in this quote are included in the price.
13. Based on mutually agreed upon scope and schedule.
14. All final electrical connection to building power and testing to be by others.
15. Pricing is based on shipment by October 1, 2017 or sooner and may vary if shipping date and/or product requirements change.
16. Installation is included using prevailing labor rates.
17. Taxes are included at 8.25%
18. Performance/Payment/Labor bonds are not included and will be added if applicable.



Terms and Conditions

Architectural Product Warranty

Effective Date: March 1, 2013

American Seating provides the following warranty to the original purchaser of new American Seating products sold in North America, when products continue to be owned by the original purchaser. The warranty period begins the date of product invoice, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below.

WARRANTY: In the event there is a defect in the material, in the installation (in the event installation is controlled by American Seating), and/or in the workmanship of the American Seating product (or component thereof) which causes failure of the product within the applicable time period and provided notification of this defect is given to American Seating in writing at the address set forth below prior to the expiration of the applicable time period; American Seating, in its sole discretion, will either repair or replace the defective product (or defective component thereof) with a comparable product (or component thereof), or will provide a refund of the purchase price of the defective product (or defective component thereof) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for the first year of the warranty and materials and freight thereafter. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control of American Seating.

TIME PERIODS:	25 YEARS	Cast iron structural standards
Indoor Use	15 YEARS	Structural components and operating mechanisms of <i>Spirit</i> ®, <i>Stellar</i> ®, <i>Majestic</i> ®, <i>Dimension</i> ®, <i>Rally</i> , <i>Core</i> ® and Sports Seating
	10 YEARS	Structural components and operating mechanisms of <i>Focus</i> ®
	5 YEARS	Power & Electrical Wood Foam
	1 YEAR	Value seat topper for <i>Focus</i> Custom design, non-catalog, and special made products^ Seating textiles

TIME PERIODS:	25 YEARS	Cast iron structural standards
Outdoor Use	15 YEARS	Structural components
	5 YEARS	Operating mechanisms
	3 YEARS	Equal Access Seating® Plastic components and paint finishes~
	1 YEAR	Custom design, non-catalog, and special made products^ Seating textiles

EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to:

- Conditions of normal wear and tear, of abuse, of neglect, of vandalism, or of misuse-all as determined by American Seating in its sole discretion
- In-transit damage
- Products altered or modified by the user
- User attached accessories
- Light bulbs, lamps, ballasts, or consumable components
- Products not installed by American Seating approved installers and/or not installed in accordance with American Seating Installation/Application Instructions
- Products not properly maintained in accordance with American Seating Operating and Maintenance Procedures

* Natural variations occurring in wood and leather and/or color fastness and/or variations in matching of colors, grains or textures of materials shall not be considered defects

^ Customers own material, leather, and nonstandard material and color finishes whether purchased by the customer or American Seating

~ Product color change

In the event of repair or replacement of the defective product (or defective component thereof) sole responsibility for the matching of color, grain, fabric, or texture is within commercially acceptable standards, as determined by American Seating in its sole discretion. There are no other warranties than those expressly stated above, whether expressed or implied (including, but not limited to any warranty of merchantability or fitness for any particular purpose) unless specifically agreed to in writing by American Seating in the specific circumstance. American Seating is not liable for consequential or incidental damage arising from any product defect.

WARRANTY NOTICE ADDRESS: American Seating Company
ATTN: Architectural Product Warranty/Customer Services
401 American Seating Center
Grand Rapids, MI 49504

Exhibit 'A' - Auditorium Renovation and Expansion

Project Funding (All Phases)	SAPAC	COSA
Half Cent Sales Tax (2010)		\$ 3,750,000
COSA Risk Management		\$ 316,100
COSA-DC (Annex Construction)		\$ 1,500,000
City of San Angelo - Additional Funding Sources		\$ 2,500,000
Dian Graves Owen Foundation Grant		\$ 200,000
SAPAC / Naming Rights	\$ 3,000,000	
SAPAC / Pledged	\$ 2,000,000	
SAPAC - Additional Donations Received	\$ 153,401	
SAPAC - SAAF Security Pledge	\$ 1,000,000	
SAPAC / SAAF - Historic Tax Credits	\$ 1,600,000	
	\$ 7,753,401	\$ 8,266,100
	TOTAL FUNDING	16,019,501

Project Expenses	COSA / SAPAC
CO Proceeds - Expenditures prior to current phase	\$ 1,873,254
COSA Risk Mgmt - Insurance Proceeds (Professional Services)	\$ 11,981
COSA Construction Management	\$ 80,000
SAPAC Operating Reserve	\$ 400,000
Killis Almond Architects	\$ 737,300
Asbestos/Testing / Security	\$ 118,348
Auditorium Seating - Orchestra & Balcony levels (Budget - \$549,191)	\$ 445,948
Project Contingency	\$ 300,000
Lee Lewis Construction, Inc. - Base Contract	\$ 10,369,494
Change Order No. 1 - Bid Alternates & Allowance (approved 4/19/16)	\$ 593,916
	TOTAL EXPENDITURES \$ 14,930,241

PROJECT BUDGET SUMMARY		
Total Project Funding	\$	16,019,501
Total Project Expenses	\$	14,930,241
	Funding Balance (+/-)	\$ 1,089,260

COUNCIL APPROVED				
Change Order #1			Date:	4/19/2016
Bid Alternates + Allowance				
1	Civil Revisions (per Contract Documents)		\$	168,038.00
2	Audio / Video Options with Sub		\$	22,783.00
3	Use Forbo linoleum in Lieu of Paint at dressing rooms		\$	25,000.00
4	Add 80 mil PVC versus 60 mil TPO Roofing	\$ 18,200.00		NA
5	Add Ceramic Tiles at restrooms in lieu of Epoxy		\$	30,500.00
6	Use Bid Documents for Theatrical Rigging & Lighting in lieu of VE list	(GMP Attachment 'A')	\$	72,595.00
7	Acoustiment plaster ceiling in lieu of gypsum plaster below balcony	\$ 42,801.00		NA
			\$	318,916.00
X	Orchestra Pit Lift Equipment, etc. - Allowance	ESTIMATE	\$	275,000.00
				<i>Lift Equipment, electrical, flooring, engineering, installation</i>
			\$	593,916.00

SEEKING COUNCIL APPROVAL				
Change Order #2			Date:	7/12/2016
Auditorium Seating				
	American Seating Company -1341 seats (Orchestra & Balcony levels)	\$ 433,170.00		
	LLCI Fee	\$ 12,778.00		
			\$	445,948
			Funding Balance (+/-)	\$ 1,089,260

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

First public hearing and consideration of an ordinance amending chapter 11 "utilities," article 11.5 "water conservation and drought contingency plan", section 11.5.003 "drought stages and water management measures", by amending the minimum criteria for establishing water supply stage drought levels I, II and III - (Presentation by Water Utilities Assistant Director Allison Strube)

Summary/History:

The proposed amendment to Chapter 11.05 of the City's Code of Ordinances is being brought at this time to provide clarity on the months of water supply calculation. The months of water supply is essential to the Water Conservation and Drought Contingency Plan because it is the key component to the enacting or retracting of the 3 drought stages.

Once the Hickory Groundwater Project was officially connected to our water supply system, the Water Conservation and Drought Contingency Plan was not amended to reflect how water in the aquifer would contribute to the calculation of water supply.

The water supply calculation will include the required minimum daily groundwater production coupled with the total amount of surface water available, as determined by the water utilities director, to the city from its developed water sources.

Financial Impact:

No fiscal impact

Other Information/Recommendation:

This amendment to the ordinance is updated per recommendations made by both City Council at the June 21, 2016 meeting and by the Water Advisory Board at the June 20, 2016 meeting.

Attachments:

1. Ordinance Amendment 16-XXX_WU_DROUGHT_CONTINGENCY_PLAN_AMEND_06-12-16 (002).docx

Presentation:

Approvals/Reviews:

Allison Strube
Bill Riley
Theresa James
Tina Carriger

Created/Initiated
Approved
Approved
Approved

Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 11 “UTILITIES,” ARTICLE 11.5 “WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN”, SECTION 11.5.003 “DROUGHT STAGES AND WATER MANAGEMENT MEASURES”, BY AMENDING THE MINIMUM CRITERIA FOR ESTABLISHING WATER SUPPLY STAGE DROUGHT LEVELS I, II AND III TO INCLUDE MINIMUM DAILY GROUNDWATER PRODUCTION; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of San Angelo Water Conservation and Drought Contingency Plan establishes three water supply stage drought levels with designated water management measures for each drought level based upon the future supply of available water as determined by the Water Utilities Director; and,

WHEREAS, the Hickory Groundwater Supply Project has become operational and contributes to the municipality’s water supply, which minimum daily groundwater production shall be taken into account when determining an applicable water supply stage drought level:

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

Section 1. Chapter 11 “Utilities,” Article 11.5 “Water Conservation and Drought Contingency Plan,” Section 11.05.003 Subsection (d), subparagraph (1) is amended in its entirety to read as follows:

“(d) Water supply stage - Drought Level I.

(1) The minimum criteria for this drought stage shall be the following: The required minimum daily groundwater production coupled with the total amount of surface water available, as determined by the water utilities director, to the city from its developed water sources is less than a 24-month supply.”

Section 2. Chapter 11 “Utilities,” Article 11.5 “Water Conservation and Drought Contingency Plan,” Section 11.05.003 Subsection (e), subparagraph (1) is amended in its entirety to read as follows:

“(e) Water supply stage - Drought Level II.

(1) The minimum criteria for this drought stage shall be the following: The required minimum daily groundwater production coupled with the total amount of surface water available, as determined by the water utilities director, to the city from its developed water sources is less than an 18-month supply.”

Section 3. Chapter 11 “Utilities,” Article 11.5 “Water Conservation and Drought Contingency Plan,” Section 11.05.003 Subsection (f), subparagraph (1) is amended in its entirety to read as follows:

“(f) Water supply stage - Drought Level III.

(1) The minimum criteria for this drought stage shall be the following: The required minimum daily groundwater production coupled with the total amount of surface water available, as determined by the water utilities director, to the city from its developed water sources is less than a 12-month supply.”

Section 4. All provisions of Chapter 11, Article 11.5, Section 11.05.003 not amended hereby shall continue in full force and effect.

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

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

INTRODUCED on the 12th day of July, 2016, and finally PASSED,
APPROVED and ADOPTED on this the _____ day of _____ 2016.

ATTEST:

CITY OF SAN ANGELO

Bryan Kendrick, City Clerk

BY: _____
Dwain Morrison, Mayor

Approved as to form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

Public hearing and consideration of the removal of Ryan Smith from the Planning Commission - (Requested by Council Member Richardson)

Summary/History:

Sec. 2.07.032 of the Ordinance Governing the Planning commission states the following regarding the removal of members:

"Members of the planning commission may be removed by the mayor with the approval of the city council after a public hearing and for cause assigned in writing."

Please see the attached ordinance for more information.

Council Member Richardson indicated he will present the entire City Council with written cause on July 12, 2016.

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Ordinance Planning Commission Ordinance.pdf

Presentation:

Approvals/Reviews:

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

ARTICLE 2.07 BOARDS, COMMITTEES AND COMMISSIONS

Division 2. Planning Commission*

Division 2. Planning Commission*

Sec. 2.07.031 Creation; members; terms

(a) There is hereby created within the city a planning board to be known as the planning commission. Said commission shall be composed of seven (7) members, all of whom shall be representative, insofar as possible, of different businesses, professions or occupations. All members shall be residents of the city. No more than three (3) members of the commission shall be in the same, similar or related business, profession or occupation. The term of office for each member shall be three (3) years and no member may serve more than two (2) terms. All members shall be appointed by the city council. All vacancies shall be filled for unexpired terms in the same manner provided for original appointment. In order to provide for a smooth transition from the six-year terms of the old ordinance to the three-year terms of this division, and to provide for staggered terms, the current terms of the members of the commission shall expire as follows.

(b) Of the present nine (9) members of the commission:

- (1) Three (3) shall serve a term to expire on January 1, 1975;
- (2) Three (3) shall serve a term to expire on January 1, 1976; and
- (3) Three (3) shall serve a term to expire on January 1, 1977.

(1959 Code, sec. 2-2-1; 1996 Code, sec. 2.3101; Ordinance adopted 9/21/10)

Division 2. Planning Commission*

Sec. 2.07.032 Removal or resignation of members

Members of the planning commission may be removed by the mayor with the approval of the city council after a public hearing and for cause assigned in writing. Any member who fails to attend at least two-thirds (2/3) of the meetings in any one-year period shall be deemed to have automatically resigned from office, unless such absences were excused as set forth in the planning commission bylaws. The director of planning shall make periodic attendance reports to the planning commission, and a replacement shall be appointed in the manner provided above for any planning commission member who has automatically resigned under this section. (1959 Code, sec. 2-2-2; 1996 Code, sec. 2.3102)

Division 2. Planning Commission*

Sec. 2.07.033 Ex-officio members

The director of planning and the director of public works shall be ex-officio, nonvoting members of the planning commission. The director of planning, assisted by staff, shall furthermore serve as recording secretary for the planning commission. (1996 Code, sec. 2.3103; Ordinance adopted 1/4/00)

Division 2. Planning Commission*

Sec. 2.07.034 Election of officers; committees

The planning commission shall elect a chairman and vice-chairman from its membership for terms to be determined by that organization. The chairman shall appoint those committees to hear evidence or for any other purpose as deemed necessary by the planning commission in order to execute more effectively its duties and responsibilities. (1959 Code, sec. 2-2-4; 1996 Code, sec. 2.3104)

Division 2. Planning Commission*

Sec. 2.07.035 Meetings

The planning commission shall hold regular monthly meetings on a day to be selected by that commission and on such other occasions as called by the chairman, provided that, if a quorum is not present on any regular meeting day in which there is business to be transacted, the chairman shall call a special meeting within three (3) days of the regular meeting in order to transact said business with minimum delay, and said chairman shall continue to call special meetings until a quorum is present. (1959 Code, sec. 2-2-5; 1996 Code, sec. 2.3105)

Division 2. Planning Commission*

Sec. 2.07.036 Quorum

A quorum shall consist of a majority of the members excluding ex-officio members. (1959 Code, sec. 2-2-6; 1996 Code, sec. 2.3106)

Division 2. Planning Commission*

Sec. 2.07.037 Rules, regulations and bylaws

The planning commission shall have the power to make rules, regulations and bylaws for its own government in conformity with the laws of the state; all of said rules, regulations and bylaws shall be approved by the city council. (1959 Code, sec. 2-2-7; 1996 Code, sec. 2.3107)

Sec. 2.07.038 Additional duties

In addition to duties delegated to the planning commission by other laws of the city, it shall be the duty of the planning commission to prepare, amend and keep current a master plan for the development of the city, and to make recommendations to the city council relative to long-range planning of all phases of city development that it deems necessary. (1959 Code, sec. 2-2-8; 1996 Code, sec. 2.3108)

Secs. 2.07.039–2.07.060 Reserved

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: July 12, 2016

Item type: Regular Item

Caption:

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

Summary/History:

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

- The Bosque rainwater harvesting system;
- WIC program;
- State Office Building improvements;
- Stormwater equipment replacement; and
- Homebuyers Assistance Program.

Financial Impact:

\$97,412 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	Exhibit A	Exhibit A Rev 7-7-16.pdf
2.	Ordinance	Ordinance.pdf
3.	Additional Information	Additional Information Rev 7-7-16.pdf
4.	Memo - Bosque Rainwater	103-6xxx BA Memo Bosque rainwater.doc
5.	Memo - WIC	103-7700 BA Memo WIC grant.doc
6.	Memo - State Office Bldg	201 BA Memo State Office Bldg imp.doc
7.	Memo - Stormwater equipment	240 BA Memo Stormwater Insurance Proceeds.doc
8.	Memo - HOME	483 BA Memo HOME Recaptured Funds Rev 7-7-16.docx
9.	Powerpoint	7-12-16 FIN Budget Amendment Rev 7-7-16.pptx

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden
Theresa James

Created/Initiated
Approved

Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

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)
103	Intergovernmental Fund	31,300	31,300	-
201	State Office Building Fund	30,000	30,000	-
240	Stormwater Fund	30,000	30,000	-
483	HOME Fund	6,112	6,112	-
Total		97,412	97,412	-

**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 GRANTS AND
CAPITAL PROJECTS.**

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 12th day of July, 2016, and APPROVED and ADOPTED on this the 2nd day of August, 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)
The Bosque rainwater harvesting system	National Oceanic and Atmospheric Administration grant	15,000	15,000	-
WIC program	United States Department of Agriculture grant	16,300	16,300	-
State Office Building improvements	Texas Health & Human Services Commission reimbursement	30,000	30,000	-
Stormwater equipment replacement	Insurance proceeds	30,000	30,000	-
Homebuyers Assistance Program	Recaptured HOME funds	6,112	6,112	-
Total		97,412	97,412	-

Memo

To: Morgan Chegwiddden, Budget Manager
From: AJ Fawver, Planning & Development Administrator
Date: June 30, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

The City of San Angelo was approached about participating in this grant opportunity and was awarded these funds as part of a pilot project. This request would increase revenue account by \$15,000 (awarded grant amount) to allow for deposit of grant funding and increase expense account by \$15,000 to allow for expenditures as agreed to in the grant proposal and award letter.

Source of Funding:

National Oceanic & Atmospheric Administration (NOAA) via the Sectoral Applications Research Program (SARP) and Adaptation International

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

Funding to be approved by City Council at July 12th meeting

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
	0	15,000	15,000
	0	15,000	15,000

Additional Comments:

Memo

To: Morgan Chegwiddden, Budget Manager
From: Gillian MacKenzie _____, WIC Manager _____
Date: June 30, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request: To increase the WIC Admin and Lactation Services funding.

Source of Funding: Extra Funding from United States Department of Agriculture in the amount of \$6,300 for admin and an increase of \$10,000 for Lactation Services.

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
Revenue Extra Funding			
103-7700-331-12-01	914,660	16,300	930,960
Program Expense			
103-7700-441-06-16	8,774	6,300	15,074
Program Expense			
103-7700-441-01-10	408,874	10,000	418,874

Additional Comments:

Memo

To: Morgan Chegvidden, Budget Manager
From: Robert Bluthardt, Manager/Fort Concho
Date: June 30, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To properly account for \$30,000 in new and unexpected revenue for Fund 201 and to reserve it for capital improvement and maintenance needs for FY16 and FY17.

Source of Funding:

State of Texas Health & Human Services Commission reimbursement of \$30,000 for architectural services performed by the City of San Angelo

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

Council approved the interlocal agreement between COSA and State of Texas/HHSC and the agreement was signed by all parties on June 2, 2016 that said HHSC agreed to pay COSA \$30,000.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Misc Income 201 1908 381 1000	50,000	30,000	80,000
Improvements Not Bldg 201 1908 800 07 30	109,582	30,000	139,582

Additional Comments:

Unused portion of \$30,000 should be carried over to FY17 for HVAC and maintenance needs.

Memo

To: Morgan Chegwidden, Budget Manager

From: Ryan Kramer _____, Vehicle Maintenance Superintendent _____

Date: June 30, 2016

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase budget to utilize funds from damaged (wrecked) vehicles.

Source of Funding:

Insurance proceeds from vehicle and equipment damage

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

None

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Insurance Proceeds – Revenue from Damage of Equipment 240-0000-390.40-03	0	30,000	30,000
Equipment Replacement – Vehicles 240-5800-800.07-42	25,000	30,000	55,000

Additional Comments: Line 1: Insurance Proceeds (Revenue) from wrecked vehicles; Line 2:
Increase to expense budget for Insurance Proceeds

Memo

To: Morgan Chegwidden, Budget Manager
From: Mauri Rodríguez, Sr. Program Coordinator
Bob Salas, Director
Date: June 28, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request: [Increase Expenditures & Revenue budget by amount of recaptured funds received to date.](#)

Source of Funding: [HOME Funds](#)

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

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
483-0000-380.10-13 Misc/Recaptured Funds	0	6,112	6,112
483-2440-988.08-04 Homebuyers Assistance Program	99,996	6,112	106,108

Additional Comments: .



City Council

July 12, 2016



Budget Amendment

	Revenue	Expense
Bosque rainwater harvesting system	15,000	15,000
WIC program	16,300	16,300
State office building improvements	30,000	30,000



Budget Amendment

	Revenue	Expense
Stormwater equipment replacement	30,000	30,000
Homebuyers assistance program	6,112	6,112





City Council

July 12, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: July 12, 2016

Item type: Consent Item

Caption:

Discussion and consideration of appointing Council Member representation on following Boards and Committees:

- 1) Concho River Water Master Advisory Committee;
- 2) CVCOG General Assembly;
- 3) CVCOG Transit Board; and
- 4) Investment Oversight Committee
- 5) I-14 Gulf Coast Strategic Highway Coalition - (Presentation by City Clerk Bryan Kendrick)

Summary/History:

As you know, the Council Members also serve as representatives on various boards and committees. Below is the current Council Representation:

Concho River Water Master Advisory Committee;

Dwain Morrison
Marty Self
Currently Vacant (Elizabeth Grindstaff)

Concho Valley Council of Governments - General Assembly:

Currently Vacant (Johnny Silvas)
Lucy Gonzales

Transit District Board:

Dwain Morrison
Charlotte Farmer
Currently Vacant (Johnny Silvas)

Investment Oversight Committee

Charlotte Farmer
Currently Vacant (Rodney Fleming)

I-14 Gulf Coast Strategic Highway Coalition

Currently Vacant (New) - Please see attached memo from Roland Pena

Financial Impact:

N/A

Other Information/Recommendation:

Staff seeks Council's action on re-appointment or new appointments for all positions.

Attachments:

- | | | |
|----|--------------------------------------|---|
| 1. | Memo Regarding I-14 from Roland Pena | June 15_2016 - I-14 Memo.docx |
| 2. | Letter | CC Council Representation CVCOG Letter.pdf |
| 3. | By-Laws | CC Council Representation CVCOG Bylaws.pdf |
| 4. | Designation | CC Council Representation CVCOG Designation.pdf |
| 5. | Program | CC Concho River Watermaster Program.pdf |

Presentation:

Approvals/Reviews:

Bryan Kendrick

Created/Initiated

REPORT TO COSADC BOARD

Requestor: Roland Peña, Economic Development Director, 325-653-7197

Meeting Date: June 27, 2016

Item type: Regular – Board Commissions

Caption:

Consideration of appointing a City Council designee to represent the City of San Angelo on the I-14 Gulf Coast Strategic Highway Coalition

Summary

On June 22, 2016, the COSADC approved the following designations for the I-14 Gulf Coast Strategic Highway Coalition:

- One member to be designated by City Council
- One member to be designated by COSADC – President Tommy Hiebert was appointed by the COSADC Board.
- One additional designee – the COSADC Board appointed Roland Pena, the Director of Economic Development

The I-14 GCSHC is excited about the opportunity to begin the partnership with communities in the region and the creation of a regional segment committee. Segment committees of community representatives will work to identify preferred local routing and help recommend priorities for projects in each region.

The segment committee will work toward expansion of the congressionally designated corridor to serve San Angelo and Midland-Odessa. TxDOT officials have pledged to work with communities along the corridor to plan upgrade projects that will eventually elevate existing roadways to interstate standard so they can be part of I-14.

At its meeting on May 25, 2016 the COSADC Board approved the allocation of up to \$15,000 to join the I-14 Gulf Coast Strategic Highway Coalition which would allow up to three (3) voting memberships on the coalition board.

History: Most recently, the Texas Transportation Commission authorized the submission of an application to petition the American Association of State Highway and Transportation Officials to include the segment of US 190 as part of the national Interstate Highway System as I-14.

On April 5th, John Thompson, the Chairman of the Board of the I-14 GCSH Coalition met with Economic Development Partners in San Angelo that included representatives of the Chamber of Commerce, Tom Green County, COSADC, and the City of San Angelo. The meeting was requested by Mr. Thompson. His intention was to meet with San Angelo to determine interest in joining the I-14 GSCH Coalition. All local representatives were receptive to the idea and with the caveat that each entity had to seek approval from their respective organizations. He met with Midland and Odessa representatives the day prior.

On January 27, 2016 staff provided an update on the I-14 Gulf Coast Strategic Highway and the Board heard from Gary Bushell, Coalition consultant, who provided a power-point and made the presentation via conference call.

San Angelo had been invited to attend the I-14 Gulf Coast Strategic Highway Coalition the week prior. Representatives from San Angelo included; Tom Green County Judge Steve Floyd, City Council-woman Elizabeth Grindstaff, City Manager Daniel Valenzuela, John Dewitt, Texas Department of Transportation Interim District Engineer and Roland Peña, Director

of Economic Development. Since the impact of this corridor has the potential to provide economic development opportunities for our community, staff considered this an important item to bring to the COSADC Board.

The five-year federal transportation bill signed into law December 4, 2015, created a congressionally designated Texas highway corridor that will be Interstate Highway 14 in the future. The designated Central Texas Corridor begins in West Texas and generally follows US Highway 190 through Killeen, Belton, Bryan-College Station, Huntsville, Livingston, Woodville and Jasper before terminating on State Highway 63 at the Sabine River.

The Gulf Coast Strategic Highway, now known as the “Ports to Forts” corridor is expected to meet the military transportation needs of U.S. Army facilities in Texas and Louisiana and connect them with Strategic Deployment seaports -- the Port of Corpus Christi and the Port of Beaumont. A proposed route connects our own Goodfellow AFB and San Angelo to Midland/Odessa as it links to I-20 to meet El Paso’s Fort Bliss.

The I-14/Gulf Coast Strategic Highway System will help meet the need to move a growing amount of freight from one region to another and provide improved safety for travelers moving in and out of Central and West Texas.

Financial Impact:

Up to \$15,000 (previously approved)

Other Information/Recommendation:

Staff recommends designation of 3 representatives to the board.

Attachments:

Exhibit

Presentation: Roland Peña

Approvals/Reviews:

Reviewed by Roland Peña, Director of Economic Development



CONCHO VALLEY COUNCIL OF GOVERNMENTS

2801 W. Loop 306, Ste. A
P. O. Box 60050
San Angelo, Texas 76904

325/944-9666
Fax 325/944-9925

VIA EMAIL & USPS

September 11, 2015

Bryan Kendrick
City of San Angelo
P.O. Box 1751
San Angelo, TX 76902

Dear Mr. Kendrick,

The Bylaws of the Concho Valley Council of Governments provide that the City of San Angelo (COSA) is eligible to name three (3) representatives to the General Assembly and one (1) Executive Committee member of the Council of Governments as follows:

General Assembly - Each member city which is incorporated and has a population exceeding 50,000 shall have three (3) representatives.

Executive Committee - A member city with a population of 50,000 or more (determined by the preceding U.S. Census) shall have one (1) representative on the Executive Committee chosen from that unit's governing body.

These three representatives must be members of the City Council, elected by the City Council to these positions.

Attached you will find a list of your current representatives and also a designation form in order to update your representation. I am enclosing a copy of the CVCOG Bylaws, a designation form, and a return address envelope which you can use to notify us of the Council's action regarding these designations.

Please feel free to contact me at 325-944-9666 if you have any questions.

Sincerely,

Tracy Ogle
Director of Administration

cc: member file
Mayor Dwain Morrison

Enclosures



BYLAWS

Of the

CONCHO VALLEY

COUNCIL OF GOVERNMENTS

San Angelo, Texas

As Amended:

August 9, 1978

December 10, 1980

October 10, 1981

September 11, 1982

March 6, 1996

October 14, 2009

July 10, 2013

BYLAWS OF THE CONCHO VALLEY COUNCIL OF GOVERNMENTS

PREAMBLE

We, the elected officials of local governments in the Concho Valley Region hereby join together in a voluntary association to be known as the Concho Valley Council of Governments for the purpose of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, and to develop policy and action recommendations for ratification and implementation by member local governments.

We realize that our individual and common destinies rest with the interdependent actions of the local governments which comprise our region.

This voluntary association which we have formed is a vehicle for closer cooperation and is not a new layer of government nor a super-government. As a voluntary organization of local governments, the members seek, by mutual agreement, solutions to mutual problems for mutual benefit.

Our goal is to retain and strengthen local home rule while combining our total resources for regional challenges beyond our individual capabilities.

We believe that the expansion of the concept of voluntary cooperation among local governments is an effective means for achieving this goal. We believe that cooperation must be fostered in two ways: By strengthening the abilities of local governments to meet individual local needs; and by developing a voluntary association (council) of local governments to meet the broader common needs.

ARTICLE I ORGANIZATION

There is hereby organized under Chapter 391, Local Government Code, (Formerly, Article 1011M, Vernon's Annotated Civil Statutes), a regional planning commission which shall be known as the Concho Valley Council of Governments, which shall be a voluntary association of governments.

ARTICLE II

PURPOSE

The Concho Valley Council of Governments shall be a voluntary organization of local governments to foster a cooperative effort in resolving problems, policies, and plans that are common and regional. The purpose of this organization is:

- A. To join and cooperate to improve the health, safety, and general welfare of their residents;
- B. To plan for the future development of communities, areas, and regions;
- C. To improve the planning of transportation systems;
- D. To help provide adequate street, utility, health, educational, recreational, and other essential facilities as the communities, areas, and regions grow;
- E. To recognize the needs of agriculture, business, and industry;
- F. To help provide healthful surroundings for family life in residential areas;
- G. To help preserve historical and cultural values;
- H. To help ensure the efficient and economical use of public funds is commensurate with the growth of the communities, areas, and regions.
- I. To make studies and plans to guide the unified, far-reaching development of a region, eliminate duplication, and promote economy and efficiency in the coordinated development of a region.

ARTICLE III MEMBERSHIP

A. Requirements

1. The geographic area within which eligible members shall be located include Coke, Concho, Crockett, Edwards, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton and Tom Green Counties.
2. Members must be geographically situated within a county listed in Article III, A.1.
3. All incorporated communities within a county shall become members simultaneously with the county. The Executive Committee may deviate from this requirement when requested if in its opinion such a deviation would give priority to the condition that the incoming members who are units of general local government together represent 75% of the aggregate population of the county.
4. The membership by a county will continue the contiguous nature of the existing membership and will not create a geographic void in the existing membership area.
5. Compliance by the member with the requirement in the Bylaws concerning financial contributions of its members.
6. Voting membership shall be open to:
 - a. Member counties
 - b. Member cities/towns
 - c. Member school districts
 - d. Member soil and water conservation districts
 - e. Member River Authorities
 - f. Member Water Districts
 - g. Other special districts by permission of the Executive Committee
7. Upon approval of the Executive Committee, pending final approval of the General Assembly, eligible governmental units, public utility companies, public and private companies within the area of the CVCOG may become associate members of the CVCOG by passage of an ordinance, minute order, resolution or other appropriate and legal action of the governing body of such units adopting Articles of Association and appropriating the funds required to pay their share of the dues of the CVCOG. In no event shall an associate member in the CVCOG be entitled to voting representation in the General Assembly or on the Executive Committee.

B. Representation

Each member government shall be officially represented at the General Assembly as follows:

1. Each member county shall have one (1) representative who shall be an elected official, a member of the Commissioner's Court, and elected by the Commissioner's Court.
2. Each member county with a population exceeding 50,000 shall have two (2) additional representatives elected as prescribed in Article III, B.1.
3. Each member city which is incorporated shall have one (1) representative who shall be an elected official, a member of the member city's legislative body, and elected by that legislative body.
4. Each member city which is incorporated and has a population exceeding 25,000 shall have two (2) representatives who are qualified and elected as prescribed in Article III, A.
5. Each member city which is incorporated and has a population exceeding 50,000 shall have three (3) representatives who are qualified and elected as prescribed in Article III, A.
6. Each member independent school district with an enrollment of 10,000 or more shall have two (2) representatives who shall be elected members of the school board.
7. Each member independent school district with an enrollment of less than 10,000 shall have one (1) representative who shall be an elected member of the school board.
8. Member Soil and Water Conservation Districts, Member River Authorities and Water Districts, and other member special districts shall each have one (1) representative who is a member of its governing body and appointed by that body.
9. The population of any member governmental unit shall be determined by the preceding United States Census. After each United States Census membership shall be adjusted accordingly.
10. As used in these Bylaws, the term "elected official" means a Mayor and other members of the governing body of a city, town or village, a county judge, a county commissioner, a member of the Board of Trustees of a School District, a member of the Board of Supervisors of a Soil and Water Conservation District, or a member of the governing body of a special district other than a Soil and Water Conservation District.

11. As used in these Bylaws, the terms "cities", "towns", and "villages" shall mean those communities incorporated as such pursuant to the terms and requirements of the laws of the State of Texas.
12. Representatives shall serve during the term of office to which they have been elected as members of governing bodies of CVCOG member governmental units unless replaced sooner by the appointing authority.
13. In addition to the above named members, two members of the Texas Legislature whose districts include all or part of the Concho Valley Region shall be designated by the Executive Committee to serve as members of the General Assembly. Such members shall serve until a successor shall be appointed by the Executive Committee.

C. Admission and Withdrawal

1. Membership in the CVCOG shall be contingent upon execution of a resolution, ordinance, minute order or other appropriate legal action by the governing body of the member.
2. Withdrawal from membership may be accomplished upon execution of a resolution, ordinance, minute order or other appropriate legal action by the governing body of the member.

D. Dues

The CVCOG shall send each member before June 1st of each year a statement of dues for the coming year. Each member governmental unit shall pay to CVCOG an amount equal to one year's dues on or before October 1st of each year. Members whose annual dues have not been paid as of October 31st of the dues' year shall be given written notice by certified mail, return receipt requested, as soon thereafter as practicable of this delinquency, which notice shall include a statement advising such member that it is delinquent and further advising that if such dues are not paid within thirty (30) days from the date of such notice, its membership and all privileges afforded thereby, including the right to vote, shall be terminated automatically as provided herein. Thereafter, upon the expiration of thirty (30) days from the date of such notice, any delinquent member shall be notified by certified mail, return receipt requested, that its membership and all privileges afforded thereby have been terminated. A terminated member shall automatically be reinstated upon payment of all delinquent dues and the current dues, if any, then owing. The amount of annual dues shall be as follows:

1. Member counties and cities shall pay annual dues in the amount of \$.05 per capita.
2. Each independent school district with an enrollment of over 10,000 shall pay annual dues of \$1,000.00.
3. All other independent school districts shall pay annual dues of \$100.00.

4. All other voting members shall pay annual dues of \$25.00.
5. Associate members shall pay annual dues of \$200.00.
6. Annual dues by any member shall in no event be less than \$25.00.

ARTICLE IV POLICY BODIES

The CVCOG shall have two policy bodies – a General Assembly and Executive Committee.

A. General Assembly

1. **Quorum.** A quorum of the General Assembly shall consist of a majority of the total representatives of the member general purpose governments. Proxies shall be in writing; stating the name of the proxy, date of the meeting and signed by the person giving the proxy with this stipulation: proxies may only be held by those representing the membership of the person giving the proxy, i.e. a member who represents an entity must give his or her proxy to someone representing the same entity. The presiding officer at the meeting shall be the sole judge of the validity of the proxy and shall identify all proxy votes at the beginning of each meeting. Associate members shall not be included for quorum purposes.

2. **Voting.** Each representative of a member government and member of the Texas Legislature designated by the Executive Committee shall have one (1) vote in the General Assembly. Proxies may vote at any meeting of the General Assembly for which they were duly appointed and accepted.

3. **Meetings.** The General Assembly is required to meet at least one time each fiscal year of the CVCOG. The exact date of the meeting shall be determined by the Executive Committee. Election of officers shall be held at this meeting. The General Assembly shall also meet upon call of its president or the Executive Committee, or by petition of at least 10% of the membership of the General Assembly.

4. **Responsibilities.** The responsibilities of the General Assembly are:

- a. To adopt and amend Bylaws;
- b. To review actions of the Executive Committee;
- c. To annually elect from representatives of general purpose member governments a President, Vice-President, Secretary, and other officers as required.; and
- d. To resolve questions arising under Article III.

5. **Policy Recommendations.** The General Assembly may recommend policy to the Executive Committee which shall be the governing body of the CVCOG.

B. Executive Committee

1. **Membership**

a. Except when filling a vacancy, new Executive Committee members, after being duly selected, shall assume their position on the Executive Committee beginning January 1st following their appointment.

b. Each county, within the Concho Valley region, shall have one representative who shall be the County Judge or a County Commissioner, appointed by the Commissioner's Court.

c. A member city with a population of 50,000 or more (determined by the preceding U.S. Census) shall have one (1) representative on the Executive Committee chosen from that unit's governing body.

d. A member independent school district with an enrollment exceeding 10,000 shall have one (1) representative on the Executive Committee chosen from that independent school district's representatives to the General Assembly.

e. Two members of the Texas Legislature chosen by the other members of the Executive Committee from among the legislators whose districts include all or a portion of the Concho Valley Region shall be voting members of the Committee. Such members shall serve until a successor shall be appointed.

2. **Officers.**

a. **The** officers of the Executive Committee shall be Chair, Vice-Chair and Secretary. The officers shall be elected annually by the Executive Committee.

b. Should a vacancy occur in the office of the Chair, the Vice-Chair shall become Chair for the balance of the unexpired term. Should a vacancy occur in the office of Vice-Chair, the Secretary shall become Vice-Chair for the balance of the unexpired term. Should a vacancy occur in the office of the Secretary, the Executive Committee shall by simple majority of the members present, elect a new Secretary to serve the balance of the unexpired term.

3. **Quorum.** A quorum of the Executive Committee shall consist of a majority of the total members of the Executive Committee in good standing. Proxies shall be in writing; stating the name of the proxy, date of the meeting and signed by the person giving the proxy with this stipulation: proxies may only be held by fellow Executive Committee members in good standing. The presiding officer at the meeting shall be the sole judge of the validity of the proxy and shall identify all proxy votes at the beginning of each meeting. Proxies do not count for purposes of a quorum.

4. **Vacancies.** Should any member of the Executive Committee miss three consecutive regular meetings of such Committee without reason satisfactory to the Executive Committee, then the Executive Committee may declare the post vacated. When a vacancy occurs on the Executive Committee by reason or removal, resignation, death, withdrawal from public office, or any other

reason, the remaining members of the Executive Committee shall appoint an eligible replacement until the appropriate appointing authority designates a new member.

5. **Voting.** Voting on routine matters in the Executive Committee requires a simple majority of those members present and voting. Proxies may vote at any meeting of the Executive Committee for which they were duly appointed and accepted.

6. **Meetings.** The Executive Committee shall meet at least monthly or on call of its Chairman, or at the direction of the General Assembly, or upon call of at least 10% of the voting membership of the Executive Committee.

7. **Responsibilities.** The responsibilities of the Executive Committee are:

- a. To adopt CVCOG budget and membership fee schedules;
- b. To initiate, advise and aid in the establishment of cooperative arrangements, among local governments in the region;
- c. To propose, initiate, or approve any study, policy discussion, plan, or other CVCOG policy matters;
- d. To resolve questions arising under Article IV.B.1.
- e. To make recommendations to any local governments or other appropriate agencies or entities;
- f. To propose amendments to intergovernmental agreements for ratification of members;
- g. To designate an Applications Review Committee pursuant to Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966, and relevant Executive Orders, in accordance with the guidelines established by the Office of Management and Budget.
- h. To nominate a slate of officers to the General Assembly for approval and election;
- i. To appoint, fix salary of, and remove Executive Director;
- j. To be responsible for prescribing adequate controls for the investment, receipts, disbursement, and accounting for all CVCOG funds.
- k. To review CVCOG's investment policy annually.
- l. To provide for an independent audit annually, with the auditor selected pursuant to a Request for Proposals (RFP) to be released at least every five (5) years. The maximum number of consecutive years that an auditor may provide services shall be five (5).
- m. To provide an opportunity for the state and federal governments and other agencies having interest to participate in CVCOG activities;
- n. To seek and accept contributions and grants-in-aid;

- o. To provide for the duties, responsibilities and powers of officers and staff members;
- p. To execute, approve execution, ratify, confirm, or authorize the execution of any contract or any amendment of any contract in its own right or by and through the Executive Director until such time as the Executive Committee shall by resolution terminate such power;
- q. To provide that the certification of the Executive Director to the termination or non-termination of any power to contract, granted in these Bylaws, shall be conclusive of the same.

ARTICLE V STAFF

The CVCOG shall have staff as provided for by the policy bodies. The Executive Committee shall have authority to appoint and remove the Executive Director and may authorize such other staff positions deemed necessary to carry out the functions of the CVCOG. The Executive Director shall be responsible for coordinating all staff and consultant services provided for to the CVCOG, preparing and administering the Annual work program and budget, employing, retaining, and removing all other personnel as may be necessary, performing all other duties delegated to him by the Executive Committee, including but not limited to the power to execute contracts as hereinafter specified. When time is of the essence, as determined by the Executive Director, said Executive Director shall have the power to execute any and all proper contracts, agreements or amendments of the same, and said contract, agreement, or amendment of the same shall be valid, binding and in full force and effect until such time as the Executive Committee shall by resolution reject it. When time is not of the essence, as determined by the Executive Director, each contract, agreement and/or amendment of the same shall be specifically approved by the Executive Committee by Resolution attached to the same, before the same shall be binding and in full force and effect. The certificate of the Executive Director that time is of the essence and that his contractual powers have not been terminated shall be conclusive of the same. The Executive Committee may require a fidelity bond, or other appropriate insurance of fidelity coverage in such amounts as seem prudent, on designated members of the Executive Committee and staff. The premiums for such bonds or insurance shall be paid by the CVCOG.

ARTICLE VI FINANCE

A. Budget

The annual budget may be prepared in a manner that involves the splitting of the budget into a core budget and a special projects budget. The core budget will be the basic program budget, the benefits

of which are received by all members. The special projects budget will include items of special interest and benefit to some of the members, but not necessarily all of them. The special projects budget will be supported by special contributions from those governments which directly benefit from the special project.

B. Authorization to Sign Checks

Checks will be signed by the persons to be designated by the Executive Committee. The Executive Director will certify that the item or the items for which the check is issued are payable and where appropriate will allocate charges to a specific project.

C. Contributed Services

Financial contributions to the CVCOG may take the form of contributed services, the cash equivalent of which can be readily determined.

ARTICLE VII CITIZEN INVOLVEMENT

The solicitation and consideration of citizen viewpoints shall be achieved through the mechanism of citizen advisory committees which shall be designated by and serve at the pleasure of the General Assembly and/or the Executive Committee.

ARTICLE VIII

AMENDMENTS

These Bylaws may be amended (repealed) or added to at regular or special meetings of the General Assembly, provided that ten (10) days in advance of the meeting a written notice shall have been sent to each representative, which notice shall state the amendments or changes which are proposed to be made in such Bylaws. Proposed amendments shall be considered to have passed if two-thirds of the participating representatives vote in the affirmative.

Adopted October 7, 1967

Amended August 9, 1978

December 10, 1980

October 10, 1981

September 11, 1982

March 6, 1996

October 14, 2009

July 10, 2013

**DESIGNATION OF CONCHO VALLEY COUNCIL OF GOVERNMENTS’
GENERAL ASSEMBLY REPRESENTATIVES
AND EXECUTIVE COMMITTEE
FOR THE CITY OF SAN ANGELO**

The CVCOG Bylaws state that the City of San Angelo is eligible to have (3) three representatives to the CVCOG General Assembly. Of those (3) three, one shall be appointed to the Executive Committee.

The City Council for the City of San Angelo met on _____, and designated the following (3) three who are members of the City Council, to be voting representatives to the General Assembly of the Concho Valley Council of Governments:

Of the those (3) representatives the council designates _____ as the City’s Executive Committee Member of the Concho Valley Council of Governments.

_____ Mayor	Attest:	_____ Name & Title
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Please return to: Concho Valley COG, P.O. Box 60050, San Angelo, TX 76906

Please indicate below the mailing address and phone number where the members wish to receive CVCOG mail and telephone contacts. Please include email if possible.



>> Questions or Comments:
watermaster@tceq.texas.gov

You are here: [Home](#)[1] / [Permits, Registrations, and Reporting](#)[2] / [Surface Water Rights and Availability](#)[3] / [Watermasters](#)[4] / Concho River Watermaster Program

Concho River Watermaster Program

The Concho River Watermaster Program administers water rights in the Concho River segment of the Colorado River Basin.

[About the Concho River Watermaster Program](#)[5]

[How to Contact the Concho River Watermaster's Office](#)[6]

[Jurisdiction](#)[7]

[Concho River Watermaster Advisory Committee](#)[8]

[9]

About the Concho River Watermaster Program

The Concho River Watermaster Program was established by House Bill 2815, passed in the Regular Session, 79th Legislature, 2005. This legislation added Subchapter K to Chapter 11 of the Texas Water Code.

The Concho River Watermaster Program is responsible for an area that encompasses 8 counties in west Texas. Two field deputies patrol these counties from an office located in San Angelo. Water-right management is based on "run of the river rights." That means the deputies oversee a constantly changing, dynamic surface-water system of rivers and tributaries that allow diversions as water is available and as it passes individual diversion points.

The watermaster program informs individuals and groups as needed concerning water rights and other matters related to availability of surface water. The program also responds to complaints and may follow up with enforcement actions if necessary.

Deputies also provide services such as measuring reservoirs to insure compliance with state law. They perform Doppler flow measurements on water diversion pipes and may set stream-flow markers to help water-right holders comply with guidelines. The watermaster also documents in a database the amount of water that is authorized and used.

The watermaster program also updates and maintains water-right ownerships as well as annual assessments due on each water-right account.

[10]

Concho River Watermaster's Office

Concho River Watermaster

622 South Oakes, Suite K

San Angelo, Texas 76903-7035

Voice: 1-866-314-4894

Fax: 325-658-5431

E-mail: conchowm@tceq.texas.gov[11]

[12]

Jurisdiction

River Basin	Counties
Concho River segment of the Colorado Basin	Irion, Runnels, Sterling, Coke, Reagan, Tom Green, Schleicher, Concho

Related content

[Concho River Watermaster Advisory Committee](#)[13]

[1] <https://www.tceq.texas.gov>

[2] <https://www.tceq.texas.gov/permitting>

[3] https://www.tceq.texas.gov/permitting/water_rights

[4] https://www.tceq.texas.gov/permitting/water_rights/wmaster

[5] https://www.tceq.texas.gov/permitting/water_rights/wmaster/crw/mailto:conchowm@tceq.texas.gov

[6] https://www.tceq.texas.gov/permitting/water_rights/wmaster/crw/#crofc

[7] https://www.tceq.texas.gov/permitting/water_rights/wmaster/crw/#crjur

[8] https://www.tceq.texas.gov/compliance/field_ops/wmaster/crw/conchoriver_adv.html

[9] undefined

[10] undefined

[11] https://www.tceq.texas.gov/permitting/water_rights/wmaster/crw/mailto:conchowm@tceq.texas.gov

[12] undefined

[13] https://www.tceq.texas.gov/permitting/water_rights/wmaster/crw/conchoriver_adv.html

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Last modified May 15, 2015

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APPLICATION FOR BOARDS and COMMISSIONS

Name: DUDRA D. BUTLER
 Address: 1701 CORDELL DRIVE
 City: San Angelo (unless otherwise noted) Zip: 76901
 Phone (Home): 617-7131 (325) Office: CELL (325) 300-7923
 Resident of San Angelo since: 1954 SMD: 2
 Are you a registered voter of San Angelo? Yes: X No:
 Occupation / Business Affiliation: SAISD - SCHOOL SERVICE WORKER
 Occupation / Business Address: 120 E 39th ST. (SOCIAL)
 Position: SCHOOL SERVICE WORKER (SOCIAL)
 Email: dbutler@saissd.org

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X Dudra D. Butler June 20, 2016
 Applicant's Signature Date

NOTE: This application is information of public record.* Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

RETURN TO: City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76903

Applying for:

- ☐ Airport Advisory Board
- ☐ Animal Shelter Adv Cmm*
- ☐ Civic Events Adv Board
- ☐ Civil Service Commission
- ☐ Construction Board of Adj/Appls*
- ☐ Design & Historic Review Cmm*
- ☐ Development Corporation
- ☐ Downtown Development Cmm*
- ☐ Fort Concho Museum Board
- ☐ Park Commission
- ☐ Parks & Recreation Adv Board
- ☐ Planning Commission
- ☐ Public Art Commission*
- ☐ Public Housing Authority
- ☒ Tax Incrmt Reinvst Zone Board*
- ☐ Water Advisory Board*
- ☐ Zoning Board of Adjustment

*specific membership criteria requirements apply-See back page for more information

Recommended by: CODACIL WOMAN
LUCY GONZALES

Tell us about yourself. Feel free to attach additional sheets, if necessary.

Based on you board selection, do you meet the membership criteria*? Yes No If so, which criteria: OWN PROPERTY
 (see back page for board criteria) IN TIRZ NORTH

Education and/or Professional Licenses: B.A DEGREE - ANGELO STATE UNIVERSITY. EMPLOYEE
SAISD - 18 YRS.

Current Municipal and Civic Organization Memberships (Positions & Dates): EDITORIAL BOARD MEMBER
SINCE MAY 2003 - SAN ANGELO STANDARD TIMES. COLUMNIST. CURRENT VICE-PRESIDENT
OF SAN ANGELO NAACP.

Previous Municipal Experience (Positions, Dates, Where): PAST MEMBER OF RIVER CORRIDOR COMMISSION
COSTX. 1ST CLASS OF LEADERSHIP S.A. GRADUATE (1984) - 1ST CLASS OF UNITED WAY DIVERSITY
LEADERSHIP CLASS 2015-16 COSTX GRAD. RAN SENATOR BILL SIMS DISTRICT OFFICE 1983-86.

What personal qualifications can you bring to this board? A WEALTH OF CIVIC PARTICIPATION, HOMEOWN
OWN 5 PROPERTIES IN SMD 4, PAST CANDIDATE FOR SMD 4, PAST CANDIDATE FOR SA SCHOOL BOARD
PAST PRES. NAACP, FORMER JR. LEAGUE MEMBER.

What is your personal vision for the City? I WANT MY HOMETOWN TO CONTINUE BEING A SELF-
PROCLAIMED ALL-AMERICAN CITY. HOWEVER, MY ASPIRATION IS ALWAYS VEERED
TOWARD DIVERSITY, FAIRNESS, INCLUSION. A CONTINUAL PUSH TO BE THE BEST.

Why do you want to serve on this board? TO BE INFORMED ABOUT THE "TIRZ" BOARD + TO
ENSURE THAT THE NORTH "TIRZ" BOARD IS REPRESENTED BY SOMEONE THAT HAS
A VESTED INTEREST, GOAL BEING TO GUARANTEE THAT SOMEONE IS A WATCHDOG + PARTICIPANT

Anything else you would like for us to know? THIS IS MY HOMETOWN + I DEEPLY CARE WHAT
IMPROVEMENTS OR LACK OF IMPROVEMENTS HAPPEN HERE. I WILL ALWAYS BE AN ACTIVE PARTICIPANT.

*The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 657-4405.

For Office Use Only:



APPLICATION FOR BOARDS and COMMISSIONS

Name: Casey Barrett
Address: 2132 Coyote Bend Road
City: San Angelo (unless otherwise noted) Zip: 76904
Phone (Home): (325) 234-5401 (Office): (325) 655-4110
Resident of San Angelo since: 2009 SMD: _____
Are you a registered voter of San Angelo? Yes: xx No: _____
Occupation / Business Affiliation: Texas Financial Bank
Occupation / Business Address: 121 West Twohig, San Angelo, 76903
Position: Chief Financial Officer
Email: cbarrett@texasfinancialbank.com

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X [Signature] June 15, 2016
Applicant's Signature Date

NOTE: This application is information of public record.* Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

RETURN TO: City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76902-1751

Applying for:

- ☐ Airport Advisory Board
- ☐ Animal Shelter Adv Cmm*
- ☐ Civic Events Adv Board
- ☐ Civil Service Commission
- ☐ Construction Board of Adj/Apps*
- ☐ Design & Historic Review Cmm*
- ☐ Development Corporation
- ☐ Downtown Development Cmm*
- ☐ Fort Concho Museum Board
- ☐ Park Commission
- ☐ Parks & Recreation Adv Board
- ☐ Planning Commission
- ☐ Public Art Commission*
- ☐ Public Housing Authority
- ☒ Tax Incrmt Reinvsmt Zone Board*
- ☐ Water Advisory Board*
- ☐ Zoning Board of Adjustment

*specific membership criteria requirements
apply-See back page for more information

Recommended by:

Tell us about yourself. Feel free to attach additional sheets, if necessary.

Based on you board selection, do you meet the membership criteria? Yes No If so, which criteria: TIRZ #3
(see back page for board criteria)

Education and/or Professional Licenses: Bachelor of Science, Texas Tech University

Current Municipal and Civic Organization Memberships (Positions & Dates): Downtown San Angelo, Inc. Board Member (2014-present); San Angelo Stock Show and Rodeo, Sale Committee (2014-present); Tom Green County Livestock Show, Sale Committee (2014-present)

Previous Municipal Experience (Positions, Dates, Where): Economic Development Corporation, Board Member, Lamesa, Texas (2004-2005).

What personal qualifications can you bring to this board? I operate a business in the TIRZ zone and have been actively involved in the restoration and continued revitalization of the downtown area. My leadership skills and fiscal responsibility will enhance the TIRZ Board.

What is your personal vision for the City? I personally want to preserve the history and culture of San Angelo. I believe that we can use our uniqueness to attract quality businesses and citizens from all of Texas and beyond. We have a great foundation on which we can build on.

Why do you want to serve on this board? The TIRZ Board has a great fiscal responsibility of improving the TIRZ zones. As a businessman in this zone, along with my volunteer work in these zones, I believe that we can greatly improve this business district and attract new employers and enhance this great city.

Anything else you would like for us to know? San Angelo is my "adopted" hometown. I moved here 7 years ago with an eagerness get involved. The people and leadership of this city has established a great foundation, but I believe that we can continue to improve our TIRZ zones.

*The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 657-4405.

For Office Use Only:

Appointed by: _____ CiCo Appt/Reappt Date: _____ Term Dates: To _____ From _____

Kendrick, Bryan

Subject: FW: City of San Angelo, TX Boards and Commissions application

NOTE: This application is information of public record.

Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: Wayland M. Cooksey
Address: 726 Baker St.
ZIP code: 76903
Home/mobile phone: 512-496-7515
Office/mobile phone: 512-496-7515
Resident of San Angelo since (year): 1989-1994, 1998-2003, 2014-present
City Council Single-Member District in which you reside: San Angelo
Registered San Angelo voter? (yes or no) Yes
Occupation/business affiliation: Water Valley ISD
Occupation/business address: 15575 Wildcat Dr., Water Valley TX. 76958
Title/position: Principal, Water Valley Elementary School
Email: wcooksey1@wvisd.net

2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

(o) Yes

3. Date

6/6/2016

4. Applying for:

NOTE: Specific membership requirements apply to boards/commissions marked with an asterisk. See the bottom page at [this link](#) for more details.

(o) Fort Concho Museum Board

5. Recommended by:

(Name): Bob Bluthardt

6. Based on your board selection, do you meet the membership criteria?

(o) Yes

7. If so, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

Education: Angelo State B.A. (1993),
Angelo State M.Ed. (2002).
Angelo State-Superintendents Certification (2009),
Lamar University Ed.D. (Current student)

Profession-Principal Water Valley Elementary.

Married to Roxanne Cooksey (12 years)

Current municipal and civic organization memberships (positions and dates):

Yegua Creek Evangelical Church-Chairman Church Board-2014
Bastrop County Historic Society-2006

Previous municipal experience (positions, dates, where):

Yegua Creek Evangelical Church-Chairman Church Board-2014
Bastrop County Historic Society-2006

What personal qualifications can you bring to the board?

I bring a love of history and a strong desire to contribute to my community.

What is your personal vision for the City?

A community with an active social network and strong infrastructures.

Why do you want to serve on this board?

I live very close to the Fort. I love history and I want to be active in my community.

Is there anything else you would like to share about yourself?

San Angelo is my adopted home. I have moved away numerous times but always end up back here. I do not plan to move again until I am moved to my final resting place...hopefully a long time in the future.

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 325-657-4405.

Thank you,
City of San Angelo, TX

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

The seal of the City of San Angelo, Texas, is a circular emblem. It features a central design with a yellow sun rising over a green mountain range, which is set against a blue background representing water. The words "THE CITY OF SAN ANGELO" are written in a circle around the top, and "TEXAS" is at the bottom, flanked by two stars.

Item type: Regular Item

Approvals/Reviews:

Bryan Kendrick
Jon James
Theresa James
Bryan Kendrick

Created/Initiated
Approved
Approved
Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE 2.7 "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 10 "TAX INCREMENT REINVESTMENT ZONE BOARD," SECTIONS 2.07.281 "ORGANIZATION AND PROCEDURE", 2.07.282 "QUALIFICATIONS" AND 2.07.283 "TERMS" BY RESTATING SAID SECTIONS IN THEIR ENTIRETY TO PROVIDE FOR A TAX INCREMENT REINVESTMENT ZONE BOARD OF TWELVE BOARD MEMBERS; PROVIDING FOR QUALIFICATIONS OF BOARD MEMBERS; ADDING A NEW SECTION 2.07.292 PROVIDING FOR CONFLICTS OF INTEREST; REMOVING CHAPTER 2 "ADMINISTRATION," ARTICLE 2.7 "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 11 IN ITS ENTIRETY, THUS ELIMINATING THE DOWNTOWN DEVELOPMENT COMMISSION; RATIFYING OTHER ACTIONS; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

WHEREAS, the duties required of the Downtown Development Commission have been fulfilled; and,

WHEREAS, the Tax Increment Reinvestment Zone and the Downtown Development Commission have overlapping areas of oversight with common goals:

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

Section 1. Chapter 2 "Administration," Article 2.7 "Boards, Committees and Commissions," Division 10, "Tax Increment Reinvestment Zone Board, Section 2.07.281 "Organization and Procedure", is amended by restating said section in its entirety to read as follows:

“Section 2.07.281 Organization and Procedure

There is hereby created within the city a tax increment reinvestment zone board that consists of nine (9) regular board members to be filled by nomination and appointment as follows:

- (1) One (1) board seat shall be appointed by city council from a nomination of the mayor;
- (2) Each of six board member seats shall be appointed by city council, designated for city council single member districts one through six respectively, from nomination of each council member representing each designated single member district;
- (3) Two (2) board member seats shall be appointed by the County Commissioners Court, Tom Green County;

In addition, there shall be five (5) non-voting, ex-officio members who will attend and participate in an advisory capacity. Each one of the five will be a representative of each of the following organizations: San Angelo Chamber of Commerce, Downtown San Angelo, San Angelo Independent School District, Goodfellow Air Force Base, and Angelo State University.”

Section 2. Chapter 2 “Administration,” Article 2.7 “Boards, Committees and Commissions,” Division 10, “Tax Increment Reinvestment Zone Board, Section 2.07.282 “Qualifications,” is amended by restating said section in its entirety to read as follows:

“Section 2.07.282 Qualifications

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

Appointees of council members representing Single Member Districts (SMDs) two, three, and four shall live, work and/or own property within the TIRZ – North. Appointees of council members representing Single Member Districts (SMDs) one, five, and six shall live, work and/or own property within the TIRZ – South.”

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

“Section 2.07.283 Terms

- (1) Of the initial board member appointments by city council after the effective date of the ordinance, four (4) shall be for a two (2) year term, and three (3) shall be for a three (3) year term. Of the initial board member appointments by the county commissioners’ court after the effective date of this ordinance, one (1) shall be for a two (2) year term, and one (1) shall be for a three (3) year term.

- (2) All appointments for regular members made after the initial appointments shall be for a term of two (2) years, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term, thereby maintaining staggered terms. Ex-officio members will not have terms or term limitations.
- (3) No individual may serve more than three, full consecutive board member terms, except after one full year from the date of last service as a board member.”

Section 4. Chapter 2 “Administration,” Article 2.7 “Boards, Committees and Commissions,” Division 10, “Tax Increment Reinvestment Zone Board”, Section 2.07.284 “Duties”, is amended by restating said section in its entirety to read as follows:

“Sec. 2.07.284 Duties

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

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

TIRZ board and with an affirmative vote of six (6) members of the city council.

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

Section 5. Chapter 2 “Administration,” Article 2.7 “Boards, Committees and Commissions,” Division 10, “Tax Increment Reinvestment Zone Board”, Section 2.07.285 “Officers”, is amended by restating said section in its entirety to read as follows:

“Sec. 2.07.285 Officers

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

Section 6. Chapter 2 “Administration,” Article 2.7 “Boards, Committees and Commissions,” Division 10, “Tax Increment Reinvestment Zone Board, is amended by adding Section 2.07.292 “Conflicts of Interest,” to read as follows:

“Section 2.07.292 Conflicts of Interest

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

Section 6. All prior actions of the tax increment reinvestment zone board; all prior actions of the city council on recommendations made to the city council by the board; and all prior actions of city staff in connection therewith are ratified and approved.

Section 7. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The city council hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases be declared unconstitutional; or invalid.

Section 8. This Ordinance shall become effective on June 21st, 2016.

INTRODUCED on the day of _____, 2016, and finally PASSED,

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

ATTEST:

CITY OF SAN ANGELO

Bryan Kendrick, City Clerk

BY: _____
Dwain Morrison, Mayor

Approved as to form:

Theresa James, City Attorney



APPLICATION FOR BOARDS and COMMISSIONS

Name: D. Randal Schkade

Address: PO Box 60784 /2718 Red Bluff Ramp Rd

City: San Angelo (unless otherwise noted) Zip: 76906

Phone (Home): 947-3250 (Office): 650-0365

Resident of San Angelo since: 1953-1976; 1998- present SMD: 1

Are you a registered voter of San Angelo? Yes: x No:

Occupation / Business Affiliation: Retired

Occupation / Business Address: N/A

Position: N/A /

Email: Randal 2653@gmail.com

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X D. Randal Schkade 6-15-16
Applicant's Signature Date

NOTE: This application is information of public record.* Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

RETURN TO: City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76903

Applying for:

- ☐ Airport Advisory Board
- ☐ Animal Shelter Adv Cmm*
- ☐ Civic Events Adv Board
- ☐ Civil Service Commission
- ☐ Construction Board of Adj/Apps*
- ☐ Design & Historic Review Cmm*
- ☐ Development Corporation
- ☐ Downtown Development Cmm*
- ☐ Fort Concho Museum Board
- ☐ Park Commission
- ☐ Parks & Recreation Adv Board
- ☒ Planning Commission
- ☐ Public Art Commission*
- ☐ Public Housing Authority
- ☐ Tax Incrmt Reinvsmt Zone Board*
- ☐ Water Advisory Board*
- ☐ Zoning Board of Adjustment

*specific membership criteria requirements apply-See back page for more information

Recommended by:

Tell us about yourself. Feel free to attach additional sheets, if necessary.

Based on you board selection, do you meet the membership criteria?* Yes No If so, which criteria:
(see back page for board criteria)

Education and/or Professional Licenses: High School, some college, arbitration training, Technical, Schools - Telecommunication

Current Municipal and Civic Organization Memberships (Positions & Dates): None - HOA

Previous Municipal Experience (Positions, Dates, Where): 40 years ago, Instrument Man /Party Chief on Survey Crew 3 yrs. COSA

What personal qualifications can you bring to this board? Open mind, fairness, can make the tough calls, experience in negotiating agreements.

What is your personal vision for the City? Grow our business opportunities while creating jobs. Maintain the integrity of our residential areas and neighborhoods.

Why do you want to serve on this board? To assist in keeping San Angelo on track to be an excellent retirement area.

Anything else you would like for us to know? I was born here and came back in 1998 and retired here in around 2010-2011 (Bill Richardson asked me to serve.)

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For Office Use Only:

Appointed by:

CiCo Appt/Reappt Date:

Term Dates: To

From