



City Council Agenda 08/16/2016

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on August 16, 2016 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Prayer and Pledge

3. Proclamations/Recognitions

- a. Recognition of the Howard College Nursing Program

4. Public Comment

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

5. Consent Agenda

- a. Consider approving the August 2, 2016 City Council regular meeting minutes (B.Kendrick)
- b. Consider ratifying COSADC approval of renewing the COSADC – SBDC lease agreement for office space in the Business Resource Center commencing September 1, 2016 at a rate of \$22,488 per year and authorizing the Board President to execute a lease in substantially the same form as the attached (R.Pena)
- c. Consider approving amendments to the bylaws for the Water Advisory Board (A. Strube)
- d. Second reading and consider adopting an ordinance amending Appendix A, Article A8.000 monthly landscape volumetric water rates (B.Riley)

6. Regular Agenda

- a. Presentation on Literacy Awareness from students in the gifted and talent program at Santa Rita Elementary
- b. Presentation of the biannual report from Downtown San Angelo, Inc. - (Presentation by DTSA Executive Director Del Velasquez and DTSA President Brenda Gunter)

- c. Discussion and consideration of matters regarding the fiscal year 2016-2017 budget preparation including but not limited to :
 - 1. First public hearing of a proposed property tax levy for the City of San Angelo for the 2016 tax year; and
 - 2. Council direction regarding General Fund expenditures - (Presentation by Budget Manager Morgan Chegwidden)
- d. First Reading and Public Hearing for Case PD16-02, an Ordinance approving a request from Tom Green County to authorize a rezoning from the Ranch and Estate (R&E) Zoning District to the Planned Development (PD) Zoning District for the Tom Green County detention facility generally located off U.S. Highway 277, 880 feet west of the intersection of MH Morgan Trail and U.S. Highway 67, on 179.174 acres - (Presentation by Planning & Development Services Director Jon James)
- e. First public hearing and consideration of an ordinance amending Chapter One "General Provisions" of the Code of Ordinances - (Presentation by City Attorney Theresa James and City Clerk Bryan Kendrick; requested by Council Member Thomas)

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. 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:
 - 1. Short Term Rentals in the City limits
 - 2. The Martifer Hirschfeld agreement

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive/Closed Session, if needed

- b. Consideration of approving the following Board nomination:

Animal Services Advisory Committee: Victor Schulze (Mayor/Veterinarian) to an unexpired term ending January 2017 and David Howard (SMD3/Municipal Official) to a 1st term ending January 2018

- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 11th day of August 2016, at 4:30 p.m.

Bryan Kendrick, City Clerk

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

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

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

Recognition

Howard College has a well-earned reputation for producing skilled professionals ready to contribute to the workforce. It recently won state approval to do so in nursing, thus filling a critical need in San Angelo and the Concho Valley.

On July 21, the Texas State Board of Nursing unanimously approved two new nursing programs at Howard College. The first 20 students in the Associate Degree Nursing program begin classes this month. Since 2013, nursing students wishing to earn an ADN had to do so outside the Concho Valley. The second program approved will allow Licensed Vocational Nurses to become Registered Nurses on a faster track. The first 30 accelerated LVN to RN students also began classes this month. They will graduate next summer.

Validation of the need and demand in our community included a commitment from clinical facilities offering rich learning experiences in the field for the students.

In fact, Shannon and San Angelo Community medical centers are contributing to the funding of the program's first two years, as are the COSADC, the Workforce Development Board, the Workforce Commission, and the San Angelo Area Foundation. Such is the support our community is showing for Howard College and its effort to produce more highly qualified nurses.

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

Howard College and its nursing programs

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

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 16th day of August, 2016.

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, August 2, 2016

Present:

Mayor Dwain Morrison
Mayor Pro tem Charlotte Farmer, SMD 6
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 Lane Carter, SMD 5

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, August 2, 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 Pastor Jehu Hernandez (Solid Rock Church); and the pledges were led by Bonham Elementary fourth grade students Rey Palos Jr. and Caiden Bennett

3. Proclamations/Recognitions

Concho Valley Master Gardeners' Water Smart Landscape of the Month program was recognized and it was accepted by Christina Wilson.

4. Public Comment

Craig Meyers spoke about the Low Income Housing Tax Credit related to the project planned in the Blackshear area.

Charles Davis, the pastor of St Paul Baptist expressed concern related to the Bar across the street from the church.

5. Consent Agenda

- a. Approved of the July 12, 2016 City Council regular meeting minutes
- b. Approval of authorizing the City Manager to negotiate and execute a DIR Purchase Agreement with Weaver Technologies, Inc., budgeted for purchase FY2016, for purchase of core networking switches for the City Hall data center in an amount not to exceed \$65,275
- c. Approval of ratifying a resolution of the City of San Angelo Development Corporation board of directors authorizing the board president to execute a memorandum of understanding with the City of San Angelo providing funding not to exceed \$110,000 for a project authorized under the Texas Local Government Code chapter 501 for infrastructure improvements necessary to construct an extension of a sewer main into Phase I of the San Angelo Business and Industrial Park
- d. Approval of the Federal Aviation Administration's FY-2016 Grant No. 34 (AIP Project No. 3-48-0191-034-2016) estimated at \$387,678 for improvements at San Angelo Regional Airport and authorizing City Manager to negotiate and execute all related documents

- e. Approval of Task Order 104 with KSA Engineers in the amount of \$231,000 and authorizing City Manager to negotiate and execute all related documents
- f. Approval of Task Order 105 with KSA Engineers in the amount of \$120,000 and authorizing City Manager to negotiate and execute all related documents
- g. Approval of a new month-to-month commercial lease with Tri-Star Fleet Sales and Services, LP for the lease of 0.604 acres out of Emil Hermes Survey-174, commonly known as 4202 S Bryant Blvd and being located on the corner of Ben Ficklin and S. Bryant Blvd., San Angelo, Tom Green County
- h. Second reading, public hearing and adoption 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
- i. Second reading and adoption 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
- j. Second reading, public hearing, and adoption of 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 Boulevard as "Time Clock Drive"
- k. Second reading, public Hearing for Case Z16-04, and adoption of 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

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

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

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

6. Regular Agenda

- a. First Reading and Public Hearing on an Ordinance amending Chapter 12, Exhibit "A," Zoning Ordinance, for Bed and Breakfast Establishments and Short Term Rentals

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

Several citizens expressed concerns regarding the city allowing Short Term Rentals.

Several citizens expressed support of the city allowing Short Term Rentals.

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to postpone the item until September 20th, 2016. The motion failed (3) ayes to (4) nays, with Mayor Morrison and Council Members Gonzales, Thomas and Self casting the dissenting votes.

Motion: Council Member Self made a motion, seconded by Council Member Gonzales, to approve the ordinance, with the additional of a 2 year renewal threshold on the conditional use. The motion failed (3) ayes to (4) nays, with Council Members Farmer, Carter, Thomas, and Richardson casting the dissenting votes.

- b. Adoption of a resolution authorizing the San Angelo Police Department to apply for the Body-Worn Camera Program Grant with a 25% match of \$35,268.75, which is not yet budgeted, and designating the City Manager as the authorized official

A presentation was made by Assistant Police Chief David Howard

Mayor Morrison, Council Members Farmer and Thomas expressed concern related to the funding related to the expected budget crunch.

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

- c. Discussion and possible action regarding the most recent increase of water rates in relation to the funding of future water projects

A presentation was made by Water Utilities Director Bill Riley

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

- d. First public hearing and consideration of an ordinance amending Appendix A, Article A8.000 monthly landscape volumetric water rates

A presentation was made by Water Utilities Director Bill Riley

Citizen Steve Hampton expressed concern related to this ordinance.

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to approve the first reading, as presented. The motion carried (6) ayes to (1) nays, with Mayor Dwain Morrison casting the dissenting vote.

- e. A record vote approving a proposal of a property tax rate and discussion regarding the fiscal year 2016-2017 budget preparation

A presentation was made by Budget Manager Morgan Chegwiddden

Citizen Steve Hampton thanked the council for their efforts to maintain or lower tax rates.

Mayor Morrison expressed concern for the need for the protection of the aquifers.

Motion: Council Member Farmer made a motion, seconded by Council Member Thomas, to keep the tax rate at the current rate of 0.776 per \$100 valuation for the next fiscal year. The motion carried unanimously (7) ayes to (0) nays.

- f. Second reading and consideration of an ordinance amending the 2015-2016 budget for grants and capital projects

A presentation was made by Budget Manager Morgan Chegwiddden

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to adopt the ordinance, as presented. The motion carried (5) ayes to (2) nays, with Council Member Marty Self, Council Member Lucy Gonzales casting the dissenting vote.

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 assignment of water rights on the Ford Ranch

8. Follow Up and Administrative Issues

- a. Consider items discussed in executive session, if needed

Motion: Council Member Thomas made a motion, seconded by Council Member Farmer, to retain Peckar & Abramson P.C. related to pending or contemplated litigation, in an amount not to exceed \$50,000.

- b. Consideration of approving various Board nominations:
Design & Historic Review Commission: Stephen McLaughlin (SMD4) to a 1st term ending September 2018

- c. Consider appointments to the Concho River Watermaster Advisory Committee:
Daniel Valenzuela (City Manager) Bill Riley (Director of Water Utilities) and Stephen Brown (Consultant/Upper Colorado River Authority) to a terms ending August 2018

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve items 8b and 8c, as presented. The motion carried (6) ayes to (1) nays, with Council Member Charlotte Farmer casting the dissenting vote.

- d. Announcements and consideration of Future Agenda Items

- Council Member Farmer asked for a priority list of street repair to be given to Mike Boyd. Ms. Farmer also requested an update on the status of the Sherwood Way project.
- Council Member Richardson asked for a review of the Planning Commission related to the renewal of board applications and number of members in related businesses.
- Council Member Self requested an update on the status of North Monroe Street Repair. Mr. Self also asked for information related to the Green Acres flood track.

9. Adjournment

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

There being no further business, the meeting was adjourned at 1:43 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: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: August 16, 2016

Item type: Consent Item

Caption:

Consider ratifying COSADC approval of renewing the COSADC – SBDC lease agreement for office space in the Business Resource Center commencing September 1, 2016 at a rate of \$22,488 per year and authorizing the Board President to execute a lease in substantially the same form as the attached (R.Pena)

Summary/History:

The San Angelo Development Corporation approved the renewing of the COSADC – SBDC lease agreement on Wednesday, July 27 with a 7-0 vote. The Angelo State University (ASU) Small Business Development Center (SBDC) originally leased office space in the Business Resource Center (BRC) in December 2012 ending August 31, 2013 at which time a new lease was executed, the terms of which allowed for annual renewal through August 2016 at an annual rate of \$19,988.00. The proposed lease (attached) will commence September 1, 2016 at an annual rate of \$22,488.00, and may be renewed annually through August 31, 2020, and allows for annual rate adjustments. COSADC approved this item by a 7-0 vote at its meeting of July 27, 2016.

Financial Impact:

\$22,488.00 per year revenue, account number 363105

Other Information/Recommendation:

Attachments:

- | | |
|--------------------|-----------------------|
| 1. Lease Agreement | 5f2_ASU-SBDCLease.pdf |
|--------------------|-----------------------|

Presentation:

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Roland Pena	Approved
Theresa James	Approved
Anthony Wilson	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

LEASE AGREEMENT

LESSOR: City of San Angelo Development Corporation (COSADC), a Texas non-profit development corporation.

LESSEE: Angelo State University, (ASU) a member of the Texas Tech University System.

LEASED PREMISES: Business Resource Center (BRC), 69 North Chadbourne Street, San Angelo, Texas 76903-5848. Suites 110.0 through 110.10

REFERENCE DATA

Commencement Date: September 1, 2016

Building Name: Business Resource Center

Leased Premises Address: 69 North Chadbourne Street, San Angelo, Texas 76903-5848 Suites 110.0 through 110.10

Lessor: City of San Angelo Development Corporation

Address: 69 North Chadbourne Street, San Angelo, Texas 76903

Lessee: Angelo State University, member Texas Tech University System, Mayer Administration Building, 2601 W. Avenue N, San Angelo, Texas 76909

Address / Leased Premises: Facilities Planning and Construction ASU Station #11011, San Angelo, Texas 76909-1011

Total Leasable Area in Leased Premises: 2,516 square feet (approx.)

Estimated Commencement Date: September 1, 2016

Estimated Termination Date: Terminates on August 31, 2017, but may renew annually until August 31, 2020

Term of Lease: As long as Four (4) years (with yearly auto renewal & funding out clauses)

Annual Rent: \$22,488.00

Security Deposit: N/A

Use of Leased Premises: Office space for operation of ASU Small Business Development Center

Exhibits: The exhibits marked in this section are incorporated in this Lease by reference hereto and are to be construed as part of this Lease Agreement.

- X **Exhibit "A"** - Legal Description
- X **Exhibit "B"** – Special Provisions
- X **Exhibit "C"** – Special Insurance Rider

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LEASE AGREEMENT

This Lease Agreement is made by and between the City of San Angelo Development Corporation, a Texas Nonprofit Development Corporation (Lessor) and Angelo State University a member of the Texas Tech University System (Lessee) on the Execution Date stated in the REFERENCE DATA, which REFERENCE DATA is attached to and made a part hereof for all purposes.

WITNESSETH:

Lessor does hereby lease to Lessee and Lessee accepts from Lessor the Leased Premises, located at the address specified in the REFERENCE DATA and hereinafter called the "Leased Premises", subject to the covenants, terms, provisions, and conditions of this Lease Agreement. The legal description of the real estate on which the building in which the Leased Premises is located (the "Building") is attached hereto as **Exhibit "A"**.

1. TERM OF LEASE

This Lease Agreement shall begin on the Commencement Date, and shall end on August 31, 2017, except that it shall automatically renew for three (3) additional one year terms if neither party objects at least thirty (30) days prior to the expiration of a term. In any case, this Lease Agreement shall not extend beyond August 31, 2020. This Lease Agreement may terminate on an earlier date pursuant to any of the other conditions or provisions of this Lease Agreement.

2. RENT

Lessee agrees to pay to Lessor, without demand therefore and without any deduction or offset whatsoever, an annual rent payment for each fiscal year (September 1st through August 31st) (hereinafter Annual Rent) payable in advance during the full term of this Lease Agreement. Annual rent shall be due and payable on or before October 1st for each fiscal year of the term of this Lease or any extensions thereof. The Lessee shall have the right to cancel this contract at the end of the then current fiscal period if funds are not allotted for the next fiscal year to continue this contract. The Lessee may enact such cancellation by giving the Lessor written notice of its intention to cancel not less than thirty (30) days prior to the end of the then current fiscal period, stating its reasons for cancellation. Upon cancellation of this contract as provided in this section, the Lessee shall not be responsible for the payment of any services received which occur after the end of the current contract period.

Lessor reserves the option to adjust Annual Rent by a sum up to but not exceeding 2% of the then applicable Annual Rent, effective upon any automatic renewal or other extension of the Lease Term. Lessor shall give Lessee notice of any such adjustment in Annual Rent on or before May 31st of each year prior to the fiscal year in which the adjusted Annual Rent becomes effective. After such notice and at least thirty days prior to expiration of the current fiscal year, Lessee shall provide a written response to Lessor, accepting or declining the adjusted rent. Should Lessee decline the proposed adjusted fiscal year rent by written response within the time period provided, the Lease shall be deemed terminated on August 31st of the current fiscal year. Should Lessee accept the proposed adjusted Annual Rent or not provide a written response to the proposed adjusted Annual Rent within the time period provided, the Lease term shall be deemed extended through the next fiscal year at the adjusted Annual Rent.

3. PAYMENT OF RENT

All rent hereunder shall be paid by check to the Landlord at the address shown at Paragraph 29, NOTICES, of this Lease Agreement, or to such other place as Lessor may from time to time designate in writing; provided, however, all rent must be actually received by Lessor on or before its due date.

4. SERVICES BY LESSOR

Lessor agrees to furnish to the Leased Premises during reasonable hours of generally recognized business days, heating and cooling required for the normal office use and occupation of the Leased Premises. Lessee requires 24/7 access to leased space and common areas. Lessor shall make water, gas, electric, and sewer utilities available to the Leased Premises. Failure to any extent to furnish these services resulting from causes beyond the control of Lessor shall not render Lessor to be in default hereof, however occurring, nor relieve Lessee from any of Lessee's obligations under this Lease Agreement.

5. MAINTENANCE AND REPAIRS

Lessor shall keep and repair the interior and exterior of the Leased Premises, including all paving, parking areas, exterior landscaping and exterior lighting associated with the Leased Premises, unless the need for such repair shall have been caused by the negligence or misconduct of Lessee or Lessee's employees, agents, or invitees. Lessor shall not be required to pay for any charges made for repair of the Leased Premises authorized by Lessee without notice to and prior approval of Lessor in writing and Lessor shall not have any liability for damage or injury arising out of any occurrence causing a need for such repair. Lessee hereby agrees to exercise all reasonable care to prevent damage to the Leased Premises. Lessor shall furnish janitorial services furnished by Lessor for the rest of the offices and common areas of the building.

6. COMMON AREA MAINTENANCE

Lessor is responsible for all common area maintenance.

7. TAXES

Lessor shall pay and fully discharge all of the real estate ad valorem taxes on the Leased Premises. To the extent that such taxes are applicable to Lessee as a tax-exempt entity, Lessee will pay all personal property taxes and all real estate ad valorem taxes and assessments levied, assessed, or imposed upon all improvements erected, installed or placed by Lessee on the Leased Premises.

8. INSURANCE

- a. Lessor Fire Insurance and Limited Liability: Lessor shall at all times during the term of this Lease Agreement carry fire and extended coverage insurance on the Building for not less than eighty percent (80%) of the replacement cost of said improvements. Lessor shall not be required to insure and shall not be liable to Lessee for any loss or damage to Lessee's property including, but not limited to, furniture, fixtures, equipment and inventory and leasehold improvements added to the Leased Premises by Lessee which may be caused by fire, wind, rain, flood, other unforeseen Acts of God, or any other cause. Lessee is self-insured for liability purposes. Lessor shall not be responsible or liable to Lessee for any loss or damage to person or property that Lessee may incur by or through any act or failure to act of other tenants occupying any part of the building in which the Leased Premises are located, or for any loss or damage to property that Lessee may incur arising from bursting or leaking of water, gas, or sewer

pipes, or for any damage or loss of property within the premises from any other reason whatsoever, except if caused by the negligence of the Lessor, or its agents or employees.

- b. Lessee Insurance: Lessee shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSADC of the types and in the amounts specified in **Exhibit "C" SPECIAL INSURANCE RIDER**, attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein will defend and shall be drawn in the name of Lessee, with COSADC, its board members, officers, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by COSADC its board members, officers, or its employees, shall be excess and not contributory to that provided by Lessee. All such insurance, including renewals, shall be subject to the approval of COSADC for adequacy of protection and evidence of such coverage shall be furnished to COSADC on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with the City of San Angelo's Director of Economic Development, 69 North Chadbourne Street, San Angelo, Texas 76903, prior to Lessee occupying or utilizing the Leased Premises, provided however, that Lessee shall at any time upon request file duplicate copies of the policies of such insurance with COSADC. An omnibus insured definition in an auto liability policy shall satisfy an additional insured requirement.
- c. Continuous Insurance Coverage: Lessee shall notify City's Director of Economic Development of any reduction or exhaustion of insurance policy aggregate limits. Should Lessee fail to immediately secure other insurance, as specified, for any policy canceled before expiration of the Lease Term or any extension thereof, COSADC may procure such insurance and assess the cost thereof against Lessee as additional rent.
- d. Waiver of Right of Subrogation: Lessee shall require its insurance carrier(s), with respect to Commercial General Liability and Automobile Liability insurance policies, to waive all rights of subrogation against COSADC, its board members, officials, agents, guests, invitees, consultants and employees.
- e. Insurance Not Waiver of Obligations of Lessee: The procuring of such policies of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance of its obligations under the indemnification provisions of this Lease. Lessee's obligations are, notwithstanding said policies of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its occupation or control over the Leased Premises pursuant to this Lease or any extension thereof.
- f. Self-Insurance Option: Notwithstanding anything to the contrary contained herein, Lessee may self-insure its insurance obligations under this Lease Agreement, subject to and in accordance with the following requirements:
 - (i) Lessee shall provide a certificate of self insurance that declares self-insurance retentions and illustrates self-funded retention levels maintained for each type of insurance coverage otherwise required under this Lease and as specifically required under **Exhibit "C"**.

9. SECURITY

To the extent allowed by Texas law, Lessor hereby disclaims, and Lessee hereby waives, any obligations on the part of Lessor to provide security for the Leased Premises at any time. To the extent allowed by Texas law, Lessee agrees that Lessor shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person whomsoever for any injury to person or damage to property on or about the Leased Premises by reason of the absence and/or failure of security, and Lessee further agrees that the provisions of Paragraph 17, HOLD HARMLESS AND INDEMNITY, shall apply with respect to any claim, damage, cost and/or expense asserted against or incurred by Lessor and arising from the absence and/or failure of security for the Leased Premises insofar as Texas law allows.

10. ALTERATIONS

Lessee may not make any alteration to the Leased Premises. If Lessor, in Lessor's sole discretion, approves any alteration to the Leased Premises, except as agreed otherwise in writing by Lessor, all alterations shall at once become a part of the realty and belong to Lessor, except movable furniture and trade fixtures. Lessee shall keep the Leased Premises in good condition, and shall, at the expiration or termination of this Lease Agreement, deliver the Leased Premises to Lessor in as good a condition as of the date of possession, except for ordinary wear and tear, casualty and Lessor repairs.

11. ACCEPTANCE OF PREMISES

LESSEE ACCEPTS THE LEASED PREMISES AS IS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE. To the extent that a reasonable person could have discovered any defects or conditions to indicate to the contrary, Lessee's taking possession shall be conclusive evidence that the Leased Premises was in good order and satisfactory condition when Lessee took possession. Further, there was nothing in or about the Leased Premises obviously dangerous to life, limb, or health, and, to the extent allowed by Texas law, Lessee waives any claim for damages that may arise from defects of that character. No promise of Lessor to alter, remodel, repair, decorate or improve the Leased Premises, and no representation respecting the condition of the Leased Premises has been made by Lessor to Lessee other than as may be contained herein or on the exhibits attached hereto.

12. USE OF LEASED PREMISES

Lessee shall use the Leased Premises for general office and educational purposes and for no other purpose without the prior written consent of Lessor. Lessee, its employees, agents, or invitees, shall not do or permit anything to be done in or about the Leased Premises which in any way will injure the reputation or appearance of the Leased Premises. Lessee shall not cause, maintain or permit any nuisance in, on, or about the Leased Premises. Lessee shall not conduct any business in the Leased Premises except that essentially connected with the stated use of the Leased Premises in the REFERENCE DATA.

13. LESSOR'S RIGHT OF ENTRY

The parties hereto agree that Lessor, its agents or representatives, shall have the right, without abatement of rent, to enter upon the Leased Premises to examine the Leased Premises, improve or repair the Leased Premises, provide services required of Lessor, or to make such repairs or alterations to Leased Premises as may be necessary for the safety and preservation of said Leased Premises. Such examinations, repairs, and alterations,

except those of an emergency nature, shall be made so as to cause a minimum of interference with Lessee's business conducted in the Leased Premises, and, to the maximum extent possible, reasonable prior notice shall be provided to Lessee. For each of the aforesaid purposes, Lessor shall, at all times, have and retain a key to unlock all of the doors in and to the Leased Premises.

14. ASSIGNMENT AND SUBLETTING

Lessee may not assign this Lease Agreement or any interest herein, nor sublet the Leased Premises nor any part thereof nor any right or privilege pertinent thereto. If Lessor, in Lessor's sole discretion, approves a transfer, assignment or sublease, each transferee, assignee or sublessee must assume in writing all of Lessee's obligations under this Lease Agreement, and Lessee shall remain liable for each and every obligation hereunder. In the event Lessee assigns or sublets any portion of the Leased Premises without the prior written approval of Lessor, Lessee shall be deemed to be in default of this Lease Agreement and Lessor shall have all remedies provided in this Lease Agreement.

15. SURRENDER AND HOLDING OVER

Lessee, upon expiration or termination of this Lease Agreement, either by lapse of time or otherwise, agrees to surrender peaceably the Leased Premises to Lessor. In the event that Lessee shall fail to surrender the Leased Premises as provided above, such holding over shall be construed as tenancy from month to month upon the other terms and conditions as set out herein, and Lessee shall pay Lessor as rent twice the most recent monthly rental paid prior to the date of such termination.

16. DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises is damaged by fire or other casualty, Lessor shall forthwith repair the same, provided such repairs to the Leased Premises can normally be made within sixty (60) days from the date of the casualty. This Lease Agreement shall remain in full force and effect except that Lessee shall be entitled to a proportionate abatement in rent, unless such damage or casualty resulted from the negligence or other act of Lessee or its agents, licensees, invitees or employees, from the date of such damage and while such repairs are being made, such reduction to be determined by Lessor based pro rata on the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Lessee of the Leased Premises. If such repairs cannot be made within sixty (60) days, Lessor shall have the option by written notice given at any time within thirty (30) days after such damage, of terminating this Lease Agreement as of the date specified in such notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the giving of such notice. In the event of the giving of such termination notice, rent, proportionately abated as specified above, shall be paid by Lessee only through the specific termination date provided for in the notice, Lessor agreeing to refund to Lessee any rent theretofore paid in advance for any period of time subsequent to such date. In the event Lessor does not exercise the above set forth option to terminate this Lease Agreement shall continue in full force and effect, but the rent hereunder to be proportionately abated as provided above. Lessor shall not be required to repair or replace any property or improvements installed in the Leased Premises by Lessee. The foregoing notwithstanding, Lessor shall not be required to expend in repairing and restoring the Leased Premises any amount in excess of the insurance proceeds received by Lessor for such damage or casualty which are allocable to the Leased Premises.

17. HOLD HARMLESS AND INDEMNITY

To the extent allowed by Texas laws and constitution of the State of Texas, Lessor shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person whomsoever for any injury to person or damage to property on or about the Leased Premises caused by or arising out of the negligence, misconduct, other acts or omissions of any person other than Lessor; the Leased Premises becoming out of repair; the lack of

supervision or security for the Leased Premises; the management of Lessee's business in the Leased Premises; or the breach on the part of Lessee of any term or condition of this Lease Agreement. Only insofar as Texas laws and constitution of the State of Texas allows, Lessee agrees to indemnify and hold Lessor harmless from and against any and all liability and claims for any and all such injury or damage, including reasonable attorney's fees for the defense thereof. Only insofar as Texas law allows, in case of any action or proceeding brought against Lessor by reason of any such claim, Lessee covenants and agrees to defend such action or proceeding by legal counsel appointed by Lessee, and shall indemnify and hold Lessor harmless from any liability costs, expenses, judgment, or other loss arising out of any such action or proceeding.

18. SALE OR ASSIGNMENT BY LESSOR

In the event of a sale or conveyance by Lessor of the Leased Premises, provided the successor owner agrees in writing to assume all of Lessor's obligations under this Lease Agreement, the same shall operate to release Lessor from any future liability under this Lease Agreement to Lessee, and Lessee agrees, following such a sale or conveyance to look solely to the successor owner for performance of all the covenants and obligations of Lessor under this Lease Agreement. This Lease Agreement shall not otherwise be affected by any such sale or conveyance. Lessee agrees to attorn to the successor owner. Lessee agrees that Lessor may assign all of its rights as Lessor under this Lease Agreement only if each transferee or assignee assumes in writing all of Lessor's obligations under this Lease Agreement, unless otherwise agreed in writing by Lessor and Lessee prior to such assignment. Lessee further agrees to give such further evidence of Lessee's consent to such assignment as may be reasonably requested by Lessor or by Lessor's assignee.

19. DEFAULT BY LESSEE

Lessee shall be in default under this Lease Agreement if any of the following occur:

- (a) Lessee shall fail to pay when due any rent or other sum of money required to be paid to Lessor pursuant to the terms of this Lease Agreement.
- (b) Lessee shall fail to comply with any material term or condition of this Lease Agreement other than the payment of any rent or other sum as described in subparagraphs (a) hereinabove. Lessor agrees to give Lessee notice of any such failure and a reasonable time to cure such failure, generally no less than thirty (30) days, before declaring Lessee in default under this Lease Agreement if such notice and reasonable time can be given without prejudice to the protection of Lessor's rights hereunder.

20. REMEDIES BY LESSOR

- (a) Should Lessee default under, or fail to perform, any provision of this Lease Agreement, Lessor may at its option do any one or more of the following, insofar as Texas law allows:
 - i. Terminate this Lease Agreement and Lessee shall immediately surrender the Leased Premises to Lessor. In the event Lessor elects to terminate this Lease Agreement, Lessee shall be liable to Lessor for all rentals and sums due for the remaining term of this Lease Agreement, all of which shall be immediately due and payable.
 - ii. Lessor may relet the Leased Premises or any part thereof for all or any part of the remainder of said term of this Lease Agreement to a part satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence secure. Lessee shall pay to Lessor upon demand all expense of reletting, and shall pay to Lessor upon demand the amount of the total projected deficiency for the

remaining term of this Lease Agreement should the total rental provided for under the relet lease be less than the total rental Lessee was obligated to pay under this Lease Agreement.

- iii. Lessor may enter the Leased Premises by any lawful means without being liable for prosecution or any claim for damages therefore and perform the obligations of Lessee under this Lease Agreement, and Lessee agrees to reimburse Lessor upon demand for any expenses incurred by Lessor in effecting compliance with Lessee's obligations.

- (b) To the extent allowed by Texas law, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from Lessor's election of any of the foregoing remedies. All rights and remedies of Lessor under this Lease Agreement shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore may arise.

21. EXAMINATION NOT OPTION

Submission of this instrument for examination or signature by Lessee does not constitute a reservation of option for lease and it is not effective as a lease or otherwise until execution and delivery by both Lessor and Lessee.

22. DAMAGE

Lessor shall not be responsible or liable to Lessee for any loss or damage which may be caused by or arising out of the acts or omissions of persons occupying other premises in the building, or, to the extent allowed by Texas law, for any loss or damage resulting to Lessee or Lessee's property from bursting, stoppage or leakage of water, gas, sewer or steam pipes.

23. REMEDIES BY LESSEE

In the event of any default by Lessor of any term or condition of this Lease Agreement, Lessee shall give written notice to Lessor of such default in reasonable detail and Lessor shall have thirty (30) days to commence to cure such default after receipt of written notice. If Lessor has not with reasonable diligence and good faith commenced to cure said default within said thirty (30) days, Lessee may at its option terminate this Lease Agreement.

24. WAIVER OF DEFAULT

No waiver of default of Lessee shall be implied, and no express waiver shall affect any default other than the default specified in such waiver and that only for the time and to the extent herein stated. The parties hereby agree that no action by Lessor pursuant to Paragraph 23, REMEDIES BY LESSOR, or any other paragraph of this Lease Agreement shall be deemed an acceptance by Lessor of Lessee's surrender of the Leased Premises, thereby relieving Lessee of any liability hereunder.

25. BINDING EFFECT

This Lease Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns, of the parties. Each person, corporation or other legal entity which is authorized by Lessee to conduct any business or other operations on the Leased Premises, either as a transferee, assignee, sublessee, licensee, invitee or otherwise, shall be liable for all of Lessee's obligations under this Lease Agreement and shall have assumed all such obligations by virtue of having conducted any business or other operations on the Leased Premises. Each of the persons executing this Lease Agreement on behalf of Lessee herein below is executing

this Lease Agreement not only on behalf of the named Lessee but also on behalf of and as an authorized agent of any other person, corporation or other legal entity described in the preceding sentence.

26. WAIVER OF SUBROGATION

The parties hereto agree that with respect to damage from fire or other casualty or events, the risk of which are insurable under standard insurance policies, no insurer of either party hereto against such risk or damage covering the Leased Premises shall have a right of subrogation against the other party, their officers, directors, employees or agents, and both parties hereto release and waive any right to recover from said person for any damage covered by such insurance. Such waiver shall stand mutually terminated as of the date either party notifies the other party in writing of the termination of each waiver. Each party shall notify its respective insurer of such waiver of subrogation and this provision shall remain in effect so long as such provision does not invalidate insurance coverage or prevent insurance coverage provided for in this Lease Agreement.

27. CONDEMNATION

If all or any substantial part of the Leased Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu thereof, Lessor shall give Lessee notice thereof and thereafter have the right, at its option, to terminate this Lease Agreement as of the date possession is taken hereunder. If the taking of a sufficient or a certain portion of the Leased Premises renders the balance of the Leased Premises inadequate for the operation of Lessee's business at the Leased Premises, Lessee shall have a right to terminate this Lease Agreement upon written notice to Lessor not later than thirty (30) days from the date such possession is to be taken, said termination to be effective as of the date possession is to be taken.

The entire compensation awarded to Lessor by reason of said eminent domain proceedings shall belong to Lessor without any deduction there from for any present or future estate or interest of Lessee.

In the event of a partial taking of the Leased Premises, if this Lease Agreement is not terminated, Lessor at its expense shall restore any damage to the Leased Premises as a result of the taking, and the rent and any other sums payable by Lessee to Lessor shall be reduced by the percentage that the area of the Leased Premises taken bears to the area of the entire Leased Premises prior to the taking.

28. USE OF LANGUAGE

Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural unless the context otherwise requires.

29. NOTICES

All provisions for notice of any kind under this Lease Agreement shall be deemed sufficient notice if: (a) such notice to Lessee is in writing addressed to Lessee's address indicated in the REFERENCE DATA, Attention: ASU Director of Facilities Planning and Construction, or the last known post office address of Lessee and deposited in the United States mail by registered or certified mail, return receipt requested, with postage prepaid, and (b) such notice to Lessor is in writing addressed to Lessor's address indicated in the REFERENCE DATA, Attention: Director of Economic Development, or at such other address as Lessor may notify Lessee in writing and deposited in the United States mail by registered or certified mail, return receipt requested, with postage prepaid. Notice shall be deemed given when mailed in accordance with the provisions of this Lease Agreement.

30. CAPTIONS

The captions or headings of paragraphs in this Lease Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

31. REMOVAL OF EQUIPMENT AND FIXTURES

Lessee shall have the right to remove from the Leased Premises signs, shelving, and other fixtures and equipment which have been installed upon the Leased Premises by Lessee, provided that Lessee is not in default under any of the terms and conditions of this Lease Agreement, and that Lessee shall repair any damage caused by removal of its property so as to restore the Leased Premises in the same or similar condition as provided in Paragraph 11, ALTERATIONS, hereof. The foregoing notwithstanding, Lessee shall not have the right to remove from the Leased Premises any item or items built and/or purchased by Lessee in whole or in part with funds provided by Lessor whether such funds are provided as a finish-out allowance under this agreement or otherwise; interior partitioning, wall coverings, floor and floor coverings, ceilings, lighting fixtures, heating and air conditioning and ventilating equipment and any other electrical, mechanical, plumbing or other similar items which would be used in the general occupancy of the Leased Premises; or any item or items used in lieu of permanent wall coverings, ceiling coverings and/or floor coverings, including, but not limited to, such items as wall cabinets or shelving which do not have built-in wall coverings behind them and built-in units which do not have permanent floor coverings below them.

32. FORCE MAJEURE

Neither party shall be required to perform any term, condition or covenant of this Lease Agreement so long as such performance is delayed or prevented by force majeure which shall mean acts of God, strikes, lockouts, shortage of material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the party affected by the force majeure, and which, by the exercise of due diligence, that party is unable wholly or in part to prevent or overcome.

33. SIGNS

Lessee shall be permitted an approved sign on exterior of building near entrance per SBDC cooperative agreement. See Special Provisions **Exhibit "B"**

34. ENTIRE AGREEMENT

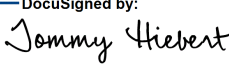
This Lease Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the Leased Premises. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by the parties hereto. If Lessor is a partnership (general or limited) or corporation, no partner, director, officer, stockholder or other individual associated with said Lessor shall be personally liable for any of Lessor's obligations or covenants hereunder to the extent allowed by Texas law. Each Lessee signing this Lease Agreement, if more than one, is jointly and severally liable for all of Lessee's obligations under this Lease Agreement, insofar as Texas law allows.

NEITHER THE EXECUTION OF THIS CONTRACT BY LESSEE NOR ANY OTHER CONDUCT OF ITS REPRESENTATIVES RELATING TO THIS AGREEMENT SHALL BE CONSIDERED A WAIVER OF LESSEE'S SOVEREIGN IMMUNITY TO SUIT

EXECUTED on the dates indicated below each signature.

LESSOR:

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

By: 

Tommy Hiebert, President
% roland.peña@cosatx.us

Date: 7/15/2016 | 2:27 PM CDT

LESSEE:

ANGELO STATE UNIVERSITY, member
TEXAS TECH UNIVERSITY SYSTEM

By: 

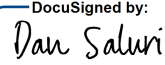
Dr. Brian May, President
brian.may@angelo.edu

Date: 7/15/2016 | 2:30 PM CDT

APPROVED AS TO CONTENT

Roland Peña, Economic Development Director

APPROVED AS TO FORM



Dan T. Saluri, Deputy City Attorney

APPROVED FOR RISK

Charles Hagen

EXHIBIT "A"

LEGAL DESCRIPTION

Being that certain tract of land described in Warranty Deed recorded in Instrument Number 699748 Official Public Records of Tom Green County, Texas, also being 0.3407 acres (14,840 square feet) out of Acre Lots 15 and 16 of the Miles Addition to the City of San Angelo, and being 0.3111 acres (13,553 square feet) also being all of Lots 8 through 10 and the South 17.6 feet of Lot 11, W.C. Johnson's Subdivision of a part of Acre Lots 5 and 6, of the Miles Addition to the City of San Angelo, Tom Green County Texas.

Suites 110.00 through 110.10.

EXHIBIT "B"

SPECIAL PROVISIONS

1. Lessee requires eight dedicated parking spaces for Lessee staff in lot owned by Lessor at corner of First Street and Chadbourne Street.
2. Lessee requires signage on front of building near the entrance per its cooperative agreement with lead SBDC center. Signage and installation of such was paid by Lessee. Signage is not more than ten (10) sq. ft. in size.
3. Lessee, its agents, servants and employees shall maintain a friendly and cooperative relationship with other persons associated with companies engaged as tenants on "Business Resource Center" (BRC) premises.

EXHIBIT “C” SPECIAL INSURANCE RIDER

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

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

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Lessee and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Combined Single Limit
-----------------	-----------------------

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

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

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 16, 2016

Item type: Consent Item

Caption:

Consider approving amendments to the bylaws for the Water Advisory Board (A. Strube)

Summary/History:

During recent years of the drought, the City Council expressed their desire to have an active and engaged Water Advisory Board. In the spring of 2015 new members were appointed to the current Water Advisory Board (members below).

- Chairman Mike Boyd (banking)
- Vice Chairman Ben Wiese (rural water)
- Kendall Hirschfeld (former governmental officer)
- Jonathon Jennings (meteorologist)
- County Judge Steve Floyd (Commissioners Court representative)
- Chuck Brown (Upper Colorado River Authority representative)
- Roland Pena (City of San Angelo Development Corp. representative)
- Non-voting member - Stan Meador (Chamber of Commerce representative)
- Non-voting member - Water Utilities Director Bill Riley

At the Water Advisory Board meeting held on May 13, 2015 the revised bylaws were approved by the board. Prior to the approval by the board, the bylaws' most recent adoption was in February 2010.

Amendments to Bylaws -

1. All references to other sections of the ordinance were updated.
2. Article II - Section 1 - Members of the Board:
Board members was revised from seven (7) members to include seven (7) voting and two (2) non-voting members.
3. Article III - Section 1 - Meetings:
Board meetings were changed from being held "as-called" to required to meeting quarterly.

Financial Impact:

No fiscal impact

Other Information/Recommendation:

As stated previously, the Water Advisory Board approved these amended bylaws on May 13, 2015. City staff also recommends approving these amended bylaws as proposed.

Attachments:

1. Revised Bylaws 16-XXX_WATER_ADVISORY_BD_BY-LAWS modified.docx

Presentation:

Approvals/Reviews:

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

WATER ADVISORY BOARD

BYLAWS

Article I

Purposes, Duties, Powers and Conduct

Section 1. Purposes: The Water Advisory Board ("Board" herein) is organized and created by City ordinance, Article 2.07, Division 13, to advise the City Council of the City of San Angelo, the City Manager and his/her representatives.

Section 2. Duties: The Board shall advise the City Council and the City Manager and his/her representatives on matters regarding the development, management, and preservation of the City's water supply and other water-related projects the City Council may direct it to investigate, study and make recommendations on.

Section 3. Powers: The Board may exercise all powers and do all lawful acts delegated to it or permitted by City ordinances, state statutes and these bylaws.

Section 4. Conduct: The Board and its members shall conduct itself in a manner that is in keeping with the standards, rules, regulations, policies and practices established by the City Council for itself and all City Boards and Commissions.

Article II

Members of the Board

Section 1. Members: The Board shall consist of seven (7) voting and two (2) non-voting members. Board members shall receive no compensation for services.

Section 2. Appointment: Voting and non-voting board members shall be appointed by the City Council in accordance with the procedures established by the City Council in Article 2.07, Division 13 of the City Code of Ordinances.

Section 3. Qualifications: Board members shall have such qualifications as prescribed by the City Council and as stated in City ordinance, Article 2.07, Division 13. All members must be of voting age.

Section 4. Term of Office: Board members shall be appointed for two (2) year terms, except for vacancies of unexpired terms, which shall be filled for the remainder of the unexpired term.

There shall be no limit on the number of terms a board member may serve. A board member may be terminated by the City Council at any time.

Article III

Meetings

Section 1. Meetings: The Board shall hold meetings at least quarterly. The meetings shall normally be held at 9:00 a.m. at the McNease Convention Center. The Board may periodically meet at other venues. All meetings shall be public and conform to law.

Section 2. Attendance: Members must attend all Board meetings unless they notify the Board Chairman or Secretary they will be absent. Absences without notification shall be considered unexcused.

Section 3. Quorum: A quorum of at least four (4) voting members is necessary to conduct any Board meeting.

Section 4. Vote: Each Voting Board member shall have one vote, which must be exercised in person. The vote of a majority of voting members present and voting at a meeting at which a quorum is present shall be the vote of the Board.

Article IV

Officers

Section 1. Designation of Officers: The Board shall have a Chair and Vice-Chair. The Water Utilities Director or his/her designee shall perform the duties of Secretary, but will not be a voting member of any Committee or the Board.

Section 2. Election: At the first meeting each calendar year, the members shall elect a Chair and Vice-Chair. Election shall be determined by a majority vote of the members present.

Section 3. Terms: The Chair and Vice-Chair shall serve a term of one year and thereafter until their successors are elected.

Section 4. Duties and Authority of Officers:

- A. Chair – The Chair shall preside over all meetings of the Board and shall be responsible for accomplishing all directives, purposes, duties and responsibilities imposed on the Board by the City Council. The Chair shall appoint members of all committees as

he/she deems necessary and shall designate the Chairman of all committees. The Chair shall sign official documents on the Board's behalf.

- B. Vice-Chair – In the absence, disability or disqualification of the Chair, the Vice-Chair shall perform the duties and exercise the powers of the Chair. The Vice-Chair shall also perform other duties prescribed by the Board.
- C. Secretary – The Secretary shall keep the minutes of all Board meetings, be the custodian of all books and records of the Board, make appointments for the Board, prepare the agenda for Board meetings, prepare and send or deliver notices as directed by the Board and perform all secretarial duties required by the Board. Minutes of all proceedings shall be recorded in a permanent book and a signed copy of the minutes given to the City Clerk

Article V

Amendments

These bylaws may be amended, altered or changed only by a majority vote of the Board, subject to final approval by the City Council. The bylaws and amendments shall be filed with the City Clerk.

Adopted and approved by the Water Advisory Board this the _____ day of _____, 2016.

Chairman

Bill Riley, Secretary

Adopted and approved by the City Council this the _____ day of _____, 2016.

Mayor, Dwain Morrison

ATTEST:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Water Utilities,

Meeting Date: August 16, 2016

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending Appendix A, Article A8.000 monthly landscape volumetric water rates (B.Riley)

Summary/History:

The proposed amendment to the landscape rate established in Appendix A is being brought at the time because of the undue burden it put on schools, universities, and city owned facilities that was not intended. These group of customers were exempted from "excessive use fees" in the prior ordinance.

Financial Impact:

Less than \$200,000 annual reduction in water revenue.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Ordinance 16-xxx Rate Change for Landscape First Reading.docx

Presentation:

Approvals/Reviews:

Bryan Kendrick

Created/Initiated

**AN ORDINANCE AMENDING APPENDIX A, ARTICLE A8.000
OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO
TEXAS, BY REPEALING AND REPLACING SUBSECTION
A8.002(a)(1)(D) IN ITS ENTIRETY, PROVIDING FOR
SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Appendix A, Article A8.000 of the Code of Ordinances, City of San Angelo, Texas, Section A8.002, Monthly Water Rates, is hereby amended by repealing and replacing Subsection A8.002(a)(1)(D) as follows:

“Sec. A8.002(a)(1)

(D) Landscape volumetric, rate per 1,000 gallons:

	2016	2017	2018	2019	2020
Winter					
0-89	\$4.46	\$5.09	\$5.81	\$6.23	\$6.68
>89	\$9.98	\$11.39	\$12.99	\$13.93	\$14.94
	2016	2017	2018	2019	2020
Summer					
0-89	\$4.66	\$5.32	\$6.07	\$6.51	\$6.98
>89	\$10.43	\$11.90	\$13.58	\$14.56	\$15.62

* For all landscape meters at schools, colleges, parks, or other city owned facilities all usage will be billed at the “0-89” rate.”

2) THAT all remaining subsections of Section A8.002 not amended by this ordinance remain in full force and effect.

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

SEVERABILITY:

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

4) THAT, this Ordinance shall be effective on, from and after the 16st day of August 2016.

INTRODUCED with public hearing on the 2nd day of August, 2016, and finally PASSED, APPROVED and ADOPTED on this the 16th day of August, 2016.

CITY OF SAN ANGELO

ATTEST:

Bryan Kendrick, City Clerk

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: August 16, 2016

Item type: Regular Item

Caption:

Presentation of the biannual report from Downtown San Angelo, Inc. - (Presentation by DTSA Executive Director Del Velasquez and DTSA President Brenda Gunter)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | DSA Report Widescreen PP Oct2015-Mar2016 | DSA REPORT Widescreen PP Oct2015-Mar2016.pptx |
|----|--|---|

Presentation:

Approvals/Reviews:

Bryan Kendrick
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Final Approval



City Council

Date: August 16, 2016





PRESENTED: August, 2016

PERIOD: October 2015 - March 2016



VACANT BUILDINGS



March 17, 2016: Meetings with Main Street Staff, Jon James, COSA Planning Director and Barbara Hesse, Historic Preservation Officer to discuss Downtown Online Inventory Project



OUTREACH

OCTOBER

- The Downtown San Angelo Board of Directors held the annual Board Retreat at the ASU SBDC training facility on October 26th. The retreat provided the opportunity for review of committee action plans and set the agenda for 2016.
- Del Velasquez was Keynote Speaker at the Angelo State University Friends of the Library monthly meeting. Presented update on downtown activity. Additionally Mr. Velasquez made a presentation to the Angelo State University Honors students and faculty.

NOVEMBER

- Toured 9 buildings being put on market by the 1st Baptist Church on North Chadbourne.
- Attended the Small Business Advisory Committee Meeting to assist with the San Angelo Business Plan Competition New Venture
- Meeting with COSA Assistant City Manager, Planning Director and Engineering and downtown property owners who would be impacted, regarding planting of trees (Streetscaping Project).



OUTREACH

DECEMBER

- Carl White, Parks and Recreation Director and Sidney Weaver, Manager of San Angelo Civic Department, Skylar Nichols, discussed developing concert series for Spring, 2016.

JANUARY

Developers:

Met with five developers regarding distinctive vacant properties within the downtown area, and business owner – potential relocation of business to San Angelo from Austin

- Developer with project under construction met to discuss 2 new businesses leasing his buildings

FEBRUARY

- ASU Interns to review project in process to identify buildings and businesses within the Central Business District.
- Texas Historical Commission has scheduled meeting in San Angelo on March 17th , regarding the Downtown Online Inventory (DOI) grant project.



OUTREACH

MARCH

- DSA staff met with Planning Director Jon James and Al Torres, COSA Building Permits, to discuss Vacant & Underutilized Building Ordinance implementation
- Attended the SUMMERLEE COMMISSION FORUM on the "The Financial Sustainability of History Organizations."
- Developer met with D. Velasquez to discuss property for potential housing development.
- DSA staff attended Angelo State University Volunteer Fair
- DSA staff met with David Erickson, Small Business Development Center, & Vincent Mangano, Angelo State University Professor, to develop downtown finance option package



**SALES TAX
SAN ANGELO**

**Local Sales Tax Allocation Area Report
San Angelo**

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Yearly Total
2016	\$6,540,278	\$6,160,098			\$12,700,376
2015	\$6,846,547	\$6,817,779	\$6,438,522	\$6,540,278	\$26,643,126
2014	\$6,668,887	\$7,029,405	7,188,310	\$6,750,705	\$27,637,307
2013	\$5,801,149	\$6,248,799	\$6,553,129	\$6,545,379	\$25,148,456
2012	\$5,854,951	\$5,548,280	\$5,652,535	\$5,933,567	\$22,989,333
2011	\$5,170,009	\$4,978,702	\$5,086,647	\$5,230,363	\$20,465,721
2010	\$4,849,986	\$4,676,292	\$4,538,873	\$4,724,110	\$18,789,261
2009	\$5,247,744	\$4,867,056	\$4,769,767	\$4,538,100	\$19,422,666
2008	\$4,962,999	\$4,591,890	\$5,184,954	\$5,045,117	\$19,784,960
2007	\$4,711,492	\$4,563,180	\$4,769,050	\$4,599,458	\$18,643,180
2006	\$4,527,352	\$4,136,260	\$4,525,902	\$4,451,399	\$17,640,913
2005	\$3,910,486	\$3,717,395	\$4,525,902	\$3,915,478	\$16,069,261
					\$178,953,751

change % 2015-2016	4.47%	-9.65%		
change \$ 2015-2016	-\$306,269	-\$657,681		
change % 2014-2015	2.66%	-3.01%	-10.43%	-3.12%
change \$ 2014-2015	\$177,660	-\$211,626	-749,788	-\$210,427
change % 2013-2014	14.96%	12.49%	9.69%	3.14%
change \$ 2013-2014	\$867,738	\$780,606	\$635,181	\$205,326
change % 2012-2013	-0.92%	12.63%	15.93%	10.31%
change \$ 2012-2013	-\$53,802	\$700,519	\$900,594	\$1,315,016
change % 2011-2012	13.20%	11.40%	11.10%	13.40%
change \$ 2011-2012	\$684,942	\$569,578	\$565,888	\$703,204
change % 2010-2011	6.60%	6.50%	12.10%	10.70%
change \$ 2010-2011	\$320,023	\$302,410	\$547,774	\$506,253
change % 2009-2010	-7.58%	-3.90%	-4.80%	4.10%
change \$ 2009-2010	-\$397,757	-\$190,764	-\$230,894	\$186,010



LOCAL SALES TAX CBD

CENTRAL BUSINESS DISTRICT (CBD) 2005 - 2016 E Harris, S Randolph St, Concho River, S Magdalen St					
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Yearly Total
2016	\$87,576	\$150,762			
2015	\$114,253	\$90,189	\$94,933	\$83,219	\$382,594
2014	\$107,535	\$99,685	\$97,889	\$105,162	\$410,272
2013	\$110,824	\$105,158	\$101,349	\$96,942	\$414,274
2012	\$90,708	\$74,313	\$74,908	\$65,381	\$305,310
2011	\$166,670	\$78,394	\$73,882	\$95,378	\$414,324
2010	\$150,221	\$156,199	\$148,657	\$151,370	\$606,447
2009	\$145,611	\$135,728	\$135,211	\$137,655	\$554,205
2008	\$149,499	\$148,008	\$132,789	\$143,963	\$574,259
2007	\$125,804	\$116,832	\$122,460	\$129,616	\$494,712
2006	\$125,615	\$107,982	\$116,535	\$104,623	\$454,755
2005	\$74,990	\$61,992	\$67,124	\$65,224	\$269,330
					\$4,497,887
change % 2015-2016	-23%	67%			
change \$ 2015-2016	-\$26,677	\$60,573			
change % 2014-2015	6%	-10%	-3%	-21%	-7%
change \$ 2014-2015	\$6,718	\$9,496	\$2,956	\$21,943	-\$15,225
change % 2013-2014	-2.97%	-5.20%	-3.41%	8.48%	-26.31%
change \$ 2013-2014	-\$3,289	-\$5,473	-3,460.00	\$8,220	-\$11,509
change % 2012-2013	22.18%	41.51%	35.30%	48.27%	35.69%
change \$ 2012-2013	\$20,116	\$30,845	\$26,441	\$31,561	\$108,964
change % 2011-2012	-45.60%	-5.20%	-1.40%	-1.40%	-26.30%
change \$ 2011-2012	-\$75,962	-\$4,081	\$1,026	-\$29,997	-\$109,014

NOTE: There is a two month lag between the time of sale and when the local tax is allocated (paid to the city) **EXAMPLE:** Sales made in January are reported to the Comptroller in February and allocated to local jurisdiction in March



**LOCAL SALES
TAX
MAIN STREET**

Main Street					
Houston Harte, Washington St, Concho River, Main St/Concho River					
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Yearly Total
2016	\$322,107				
2015	\$364,996	\$323,697	\$336,390	\$330,038	\$1,355,121
2014	\$372,348	\$353,890	\$354,267	\$373,227	\$1,453,732
2013	\$328,756	\$324,138	\$316,397	\$330,788	\$1,300,078
2012	\$276,474	\$253,942	\$264,441	\$244,623	\$1,039,480
2011	\$357,978	\$265,093	\$268,039	\$343,322	\$1,234,432
2010	\$334,168	\$337,683	\$333,000	\$327,971	\$1,332,822
2009	\$328,575	\$320,603	\$319,317	\$305,465	\$1,273,960
2008	\$334,181	\$326,472	\$333,538	\$350,695	\$1,344,886
2007	\$306,582	\$298,129	\$298,804	\$312,356	\$1,215,871
2006	\$305,385	\$288,211	\$304,067	\$282,185	\$1,179,848
2005	\$232,202	\$212,313	\$224,170	\$199,475	\$868,160
					\$12,243,269
change % 2015-2016	-11.75%				
change \$ 2015-2016	-\$42,889				
change % 2014-2015	-1.97%	-8.53%	-5.05%	-11.57%	
change \$ 2014-2015	-\$7,352	-\$30,193	-\$17,877	-\$43,189	
change % 2013-2014	13.26%	9.18%	11.97%	12.83%	
change \$ 2013-2014	\$43,592	\$29,752	\$37,870	\$42,439	
change % 2012-2013	18.91%	27.64%	19.65%	35.22%	
change \$ 2012-2013	\$52,282	\$70,196	\$51,956	\$86,165	
change % 2011-2012	-22.80%	-4.20%	-3.70%	-28.75%	
change \$ 2011-2012	-\$81,504	-\$11,151	-\$3,628	-\$98,699	



2014-2016 Quarterly Mixed Beverage Tax Report

2012-2016 Quarterly Mixed Beverage Tax Report								
Taxes (Totals)	San Angelo	% Change	CBD	% Change	% of Total	Main Street	% Change	% of Total
2016 1st Quarter	\$799,765	-13.9%	\$150,762	-26.3%	19%	\$234,434	-20.3%	29.3%
2016 2nd Quarter	\$798,203	-1.7%	\$171,037	3.3%	21.4%	\$208,837	-0.7%	26.2%
2016 3rd Quarter		-100.0%		-100.0%		\$0	-100.0%	0.0%
2016 4th Quarter		-100.0%		-100.0%		\$0	-100.0%	0.0%
Total 1st-4th	\$1,597,968		\$321,799			\$443,271		13.9%
2015 1st Quarter	\$928,426	6.9%	\$204,538	13.4%	22.0%	\$294,242	20.2%	31.7%
2015 2nd Quarter	\$811,658	-9.5%	\$165,524	-3.5%	20.4%	\$207,466	0.4%	25.6%
2015 3rd Quarter	\$658,612	-24.8%	\$147,809	-3.8%	22.4%	\$187,149	19.0%	28.4%
2015 4th Quarter	\$788,298	-7.5%	\$154,744	1.5%	19.6%	\$198,256	30.0%	25.1%
Total 1st-4th	\$3,186,994		\$672,615			\$887,113		27.7%
2014 1st Quarter	\$868,336	15.0%	\$180,384	2.7%	20.8%	\$244,715	9.3%	28.2%
2014 2nd Quarter	\$896,380	25.5%	\$171,535	9.1%	19.1%	\$206,670	13.3%	23.1%
2014 3rd Quarter	\$876,396	2.5%	\$153,591	-20.1%	17.5%	\$157,246	-37.2%	17.9%
2014 4th Quarter	\$852,615	-71.8%	\$152,490	-77.8%	17.9%	\$152,490	-82.4%	17.9%
Total 1st-4th	\$3,493,727		\$658,000			\$761,121		
1st Qtr \$ Change 2015-2016	(\$128,661)		-\$53,776					
1st Qtr % Change 2015-2016		-13.9%		-8.9%				
2nd Qtr \$ Change 2015-2016	(\$13,455)		\$5,513					
2nd Qtr % Change 2015-2016		-1.7%						
3rd Qtr \$ Change 2015-2016								
3rd Qtr % Change 2015-2016								
4th Qtr \$ Change 2015-2016								
4th Qtr % Change 2015-2016								
1st Qtr \$ Change 2014 - 2015	\$60,090		\$24,154		40.2%	\$49,527	20.2%	
1st Qtr % Change 2014 - 2015		6.9%		13.4%				
2nd Qtr \$ Change 2014 - 2015	(\$84,722)		-\$6,011		7.1%		0.4%	
2nd Qtr % Change 2014 - 2015		-9.5%		-3.5%		\$796		
3rd Qtr \$ Change 2014 - 2015	(\$217,784)		-\$5,782		2.7%		19.0%	
3rd Qtr % Change 2014 - 2015		-24.8%		-3.8%		\$29,903		
4th Qtr \$ Change 2014 - 2015								
4th Qtr % Change 2014 - 2015								



Combined Quarterly Retail & Mixed Beverage Tax Report

2013-2016

Time Period	San Angelo	% Change 2015 - 2016	CBD	% Change 2015 - 2016	% of Total	Main Street	% Change 2015 - 2016	% of Total
1st Qtr 2016	\$6,959,863	-17.79%	\$238,317	16.51%	3.42%	\$556,536	-15.58%	8.00%
2nd Qtr 2016		0.00%		0.00%	0.00%		0.00%	0.00%
3rd Qtr 2016		0.00%		0.00%	0.00%		0.00%	0.00%
4th Qtr 2016		0.00%		0.00%	0.00%		0.00%	0.00%
Combined 1st -4th	\$6,959,863	0.00%	\$238,317	0.00%	0.00%	\$556,536	0.00%	8.00%
1st Qtr 2015	\$8,465,649	12.32%	\$204,538	-28.96%	2.42%	\$659,238	6.83%	7.79%
2nd Qtr 2015	\$7,629,437	-3.74%	\$255,713	-5.72%	3.35%	\$531,163	-5.24%	3.23%
3rd Qtr 2015	\$7,097,134	-6.38%	\$242,742	-7.92%	3.42%	\$523,539	-10.58%	3.20%
4th Qtr 2015	\$5,272,881	-26.08%	\$154,743	-46.02%	2.93%	\$198,255	-68.76%	2.17%
Combined 1st -4th	\$28,465,101	-23.88%	\$857,736	-88.61%	12.12%	\$1,912,195	-77.76%	16.38%
1st Qtr 2014	\$7,537,223	15.90%	\$287,919	5.31%	3.82%	\$617,063	14.42%	8.19%
2nd Qtr 2014	\$7,925,785	13.16%	\$271,220	-3.39%	3.42%	\$560,560	-21.49%	7.07%
3rd Qtr 2014	\$7,581,076	4.32%	\$263,609	1.94%	3.48%	\$585,513	17.38%	7.72%
4th Qtr 2014	\$7,132,813	2.44%	\$286,645	-0.91%	4.02%	\$634,659	9.23%	8.90%
Combined 1st -4th	\$30,176,897	8.96%	\$1,109,393	0.67%	3.68%	\$2,397,795	2.77%	7.95%
1st Qtr 2013	\$6,502,954	-0.75%	\$273,391	36.64%	4.20%	\$539,285	24.71%	8.29%
2nd Qtr 2013	\$7,003,954	16.94%	\$280,740	40.31%	4.01%	\$714,020	99.73%	10.19%
3rd Qtr 2013	\$7,267,330	15.70%	\$258,587	31.12%	3.56%	\$498,824	16.79%	6.86%
4th Qtr 2013	\$7,400,741	10.05%	\$289,290	8.85%	3.91%	\$581,023	13.62%	7.85%
Combined 1st-4th	\$28,174,979	10.28%	\$1,102,008	35.31%	3.91%	\$2,333,152	34.99%	8.28%



PROMOTIONS

OCTOBER

- DSA hosted ASU Homecoming Parade, The Lions Club Pancake Extravaganza and Shoot-ut at the Downtown Stocky Yards presented by the Concho Cowboy Company and Elvis Presley, Impersonator at Concho Crossings.
- Partnered with the Laura Bush Institute for Women's Health to promote October as Women's Health month.
- Collaborated with Shannon Hospital for "Pink-Out" promotion.

NOVEMBER

- Promoted November 19th Downtown Art Walk on Concho Live and KSAN Interview on KCSA Radio to promote "Santa Arrives via Helicopter" on December 5th



PROMOTIONS

DECEMBER

- Hosted Santa's arrival via Shannon Air Med 1 helicopter in Downtown San Angelo.



JANUARY

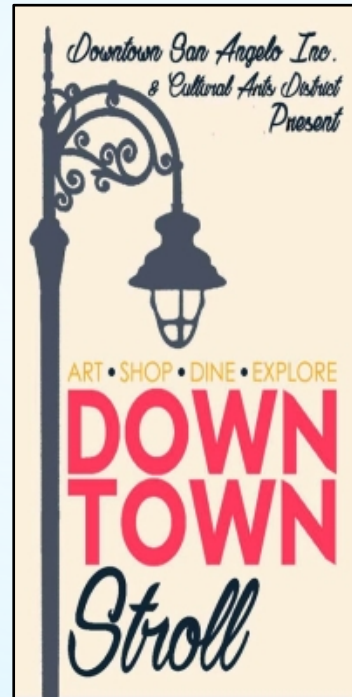
- DSA met with Standard-Times to discuss content and photos for the April, 2016 Downtown Historic Magazine layout and content.



PROMOTIONS

FEBRUARY

- Effective February, 2016, the monthly Art Walk will now know as The Downtown Stroll, which will be inclusive to include retail establishments, restaurants, wineries, bars and entertainment venues, etc.



PROMOTIONS

MARCH

- DSA working on securing sponsorship for the Texas Police Games. Also attended meeting with the San Angelo Convention & Visitors & Bureau for an update with Texas Police Games Committee. DSA has developed a flyer to enlist downtown merchants support of the Texas Police Games in June.
- Corey Owens, ASU Agriculture Dept., met with staff to discuss Woolly Bully Festival to include securing sheep for Mutton Bustin' portion of the event. Corey will also serve as commentator at this event. Tom Thompson, San Angelo Stock Show and Rodeo Marketing Director, provided materials for the Mutton Bustin' portion of the Woolly Bully Festival
- Angelo State University Volunteers, Austin Landon, Drew Leija, Tyler Macartney and Jordon Hamorik, assisted with cleanup of Downtown Stockyard in preparation for Woolly Bully Festival



Reinvestment - Private Sector

CUMULATIVE

PRIVATE SECTOR REINVESTMENT

number of rehab projects	173
total expenditures, rehab	\$28,257,175
number of new buildings	46
total expenditures, new construction	\$32,939,113
number of buildings/property bought/sold	99
total expenditures bought/sold	\$15,689,203
TOTAL PRIVATE SECTOR REINVESTMENT	\$76,885,491



Reinvestment - Public Projects

PUBLIC/PRIVATE JOINT VENTURES

total number of projects	3
<i>City</i> total expenditures, joint ventures	\$541,000

PUBLIC PROJECTS

total number of projects	44
<i>County</i> total expenditures	\$16,350,000
<i>State</i> total expenditures	\$552,500
<i>Federal</i> total expenditures	0
TOTAL NUMBER PUBLIC PROJECTS	44
TOTAL PUBLIC EXPENDITURES	\$39,537,635
REINVESTMENT GRAND TOTAL	\$132,519,840

PRIVATE SECTOR – PUBLIC PROJECTS CUMULATIVE

Total Business starts, expansions & relocations	88
Net Gain, business starts expansions & relocations	65
Net gain in jobs tracked	588
Volunteer hours logged	37,938
Total downtown housing units	28
Total downtown residents	92



Hosted monthly Downtown Art Walks (**Feb., 2016 Downtown Stroll**):

DATE	THEME
October 15, 2015	Octob-ART Extravaganza
November 19, 2015	November H “art”vest
December 17, 2015	Winter Wonderland
January 21, 2016	StART the New Year
February 18, 2016	Stroll throughout downtown
March 17, 2016	Good Luck pursue you as you stroll



The Downtown Stroll ART • SHOP • DINE • EXPLORE
February 18, 2016

DOWNTOWN SAN ANGELO, INC.

www.downtownsanangelo.com

downtown
San Angelo, Inc. 
24 W. Concho Ave. www.downtownsanangelo.com

The Downtown Stroll ART • SHOP • DINE • EXPLORE
MARCH, 17th 2016

downtown
San Angelo, Inc.

24 W. Concho Ave. www.downtownsanangelo.com



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 16, 2016

Item type: Regular Item

Caption:

Discussion and consideration of matters regarding the fiscal year 2016-2017 budget preparation including but not limited to :

1. First public hearing of a proposed property tax levy for the City of San Angelo for the 2016 tax year; and
2. Council direction regarding General Fund expenditures - (Presentation by Budget Manager Morgan Chegwidden)

Summary/History:

Through the council communications via Friday packet memos and workshop discussions, staff has made progress towards preparing the 2016-17 budget.

1. This is the first public hearing on the proposed property tax levy. A vote of record indicating the city council will in fact levy a property tax was taken August 2, 2016.

The overall tax rate is proposed to remain the same as the prior year's tax rate of 0.7760 per \$100 valuation. If the proposed tax rate is adopted, the rate per one hundred dollar (\$100) valuation of property subject to taxation in the City of San Angelo for the 2016-2017 fiscal year would be applied as follows.

Proposed Property Tax Rate	
For the purposes of maintenance and operations in the General Fund	0.6774
To pay annual interest and maturities and create debt service funding to discharge outstanding bonded indebtedness of the City of San Angelo	0.0986
The total tax rate for the aforementioned purposes is	0.7760

2. General Fund expenditures

General

Fund

Recent sales tax performance has been poor and proposed revenue reflects that. Currently,

revenue over expenditure is \$322,946.

General Fund	2015-16	2016-17	Inc / (Dec)
Revenue			
Taxes	56,612,426	56,321,781	(290,645)
Other	12,991,484	13,548,569	557,085
Total	69,603,910	69,870,350	266,440
Expenditure			
Personnel	50,418,211	50,419,146	935
O & M	18,635,701	18,607,125	(28,576)
Capital	549,998	521,133	(28,865)
Total	69,603,910	69,547,404	56,506
Revenue Over/(Under) Expenditure	-	322,946	322,946

Salaries: Adjustment to Market

Due to the continued decline of sales tax, there is not sufficient revenue to fully fund the meet & confer police pay raises. Staff is researching opportunities and recommends funds be set aside to address this and other salary needs as directed at the budget workshop.

Health Insurance

The City of San Angelo currently contributes \$5,510 per employee per year towards group insurance for employees who opt in to our health plan. Due to recent claims experience and the rising cost of prescription coverage, an increase to our self-insurance fund is necessary to maintain this benefit. This increase may be funded by an increased employer contribution, an increased employee contribution, or (likely) both. In a year where pay raises would be small, it would be desirable to allocate funds to increase the employer's contribution. Staff is researching opportunities and recommends funds be set aside to address this and/or salary needs as directed at the budget workshop.

Financial Impact:

None at this time.

Other Information/Recommendation:

Attachments:

1. PowerPoint Presentation

FIN 160816 Budget 8-16-16.pptx

Presentation:

Yes

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval



City Council

Aug. 16, 2016



Budget preparation

- First public hearing of a proposed property tax levy for the 2016 tax year
- Held a record vote August 2, 2016 to propose a property tax rate
- Adopted rate may not exceed 0.776 / \$100 valuation
- Ordinance to be introduced September 6, 2016



Budget preparation

General Fund	2015-16	2016-17	Inc/(Dec)
Revenue			
Taxes	56,612,426	56,321,781	(290,645)
Other	12,991,484	13,548,569	557,085
Total revenue	69,603,910	69,870,350	266,440



Budget preparation

General Fund	2015-16	2016-17	Inc/(Dec)
Expenditures			
Personnel	50,418,211	50,419,146	935
Operations	18,635,701	18,607,125	(28,576)
Capital	549,998	521,133	(28,865)
Total expenditures	69,603,910	69,547,404	(56,506)
Rev over/(under) exp	-	322,946	322,946



Salaries: adjustment to market

- Additional need:
 - FY17 salary adjustments for civilians, police civil service, and fire civil service



Health insurance

- Additional need:
 - FY17 increased employer contribution





City Council

Aug. 16, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 16, 2016

Item type: Regular Item

Caption:

First Reading and Public Hearing for Case PD16-02, an Ordinance approving a request from Tom Green County to authorize a rezoning from the Ranch and Estate (R&E) Zoning District to the Planned Development (PD) Zoning District for the Tom Green County detention facility generally located off U.S. Highway 277, 880 feet west of the intersection of MH Morgan Trail and U.S. Highway 67, on 179.174 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The subject area was annexed into the City on December 20, 2011. All of the proposed Planned Development (PD) is on land owned by Tom Green County. On June 16, 2016, the applicant applied for a zone change from the Ranch and Estate (R&E) Zoning District to the Planned Development Zoning District for the Tom Green County detention facility with limited accessory uses including: firearms range, light manufacturing, recovery facility - alcohol and drug, telecommunications facilities, safety services, office, recovery services, and maintenance facilities. The current detention facility located in downtown San Angelo is not only outdated, but has been running at or near capacity (449 inmates) for years and has had several compliance issues with the jail standards commission. The facility has been designed to provide the County with a 50 to 75 year solution to the County's detention problems. In addition to the normal detention infrastructure, the facility has been designed to provide accommodations for mental health inmates, medical facilities, and seventeen-year old inmates who are now a special class of inmate. It is designed under a direct supervision model that has proven to be one of the most successful programs in the correctional field.

The proposed Planned Development is a 179.174 acre site currently home of the Roy K. Robb Men's Correctional Facility with the Men's Work Camp behind the main facility and southwest of the proposed detention facility. To the north of the detention facility is the firearms range of the Tom Green 4-H Shooting Sports Complex.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1. Staff Report PD16-02 CC Staff Report.docx
2. Draft Ordinance PD16-02 Tom Green County Detention Facility ordinance Final.docx

Presentation:

Jon James

Approvals/Reviews:

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

STAFF REPORT



City Council

Meetings:

August 16, 2016
September 6, 2016

From:

Jon James, AICP
Director of Planning and Development Services

Through:

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

Case:

PD16-02: Tom Green County Detention Facility

Request:

A request for approval of a Rezoning from the Ranch and Estate (R&E) Zoning District to the Planned Development (PD) Zoning District for the Tom Green County Detention Facility with limited accessory uses including: firearms range, light manufacturing, recovery facility - alcohol and drug, telecommunications facilities, safety services, office, recovery services, and maintenance facilities

Location:

Four unaddressed tracts off U.S. Highway 277, 880 feet west of the intersection of M H Morgan Trail and U.S Highway 67

Legal

Description:

69.606 acres out of the J Fenner Survey, Abstract 4985; 52.759 acres out of J A Eggleston Survey, Abstract 4984; 55.212 acres out of J W Johnson Survey, Abstract 8134; & 1.597 acres out of the J Fenner Survey, Abstract 4985

Size:

179.174 acres

General Information

Future Land Use:

Campus/Institutional

Current Zoning: Ranch & Estate (R&E)

Existing Land Use: Largely Vacant Land but contains the Roy K. Robb Men's Correctional Facility and the Tom Green 4-H Shooting Sports Complex.

Surrounding Zoning / Land Use:

North:	Ranch and Estate (R&E)	City of San Angelo
West:	Light Manufacturing (ML) and Ranch and Estate (R&E)	Texas National Guard, American Tire Distributors, Katco Concrete
South:	Light Manufacturing (ML)	Delek Marketing and Supply, City of San Angelo
East:	None	East of City limits

District: SMD #4 – Lucy Gonzales

Neighborhood: PaulAnn

Thoroughfares/Streets:

Per the Master Thoroughfare Plan (MTP), U.S. Highway 67/277 are both classified as “Major Arterial Roads” in the City’s Master Thoroughfare Plan (MTP). Major Arterial Roads are designed to carry a large volume of traffic at high speeds. Major Arterial Roads consist of a minimum right-of-way width of 94 feet with a minimum pavement width of 64 feet.

History and Background:

The subject area was annexed into the City on December 20, 2011. All of the proposed Planned Development (PD) is on land owned by Tom Green County. On June 16, 2016, the applicant applied to an Approval of a Zone Change from the Ranch and Estate (R&E) Zoning District to the Planned Development Zoning District for the Tom Green County Detention Facility with limited accessory uses including: firearms range, light manufacturing, recovery facility - alcohol and drug, telecommunications facilities, safety services, office, recovery services, and maintenance facilities. The current detention facility located in downtown San Angelo is not only outdated, but has been running at or near capacity (449 inmates) for years and has had several compliance issues with the jail standards commission. The facility has been designed to provide the County with a 50 to 75 year solution to the County’s detention problems.

A typical detention facility is normally only serviceable for 25 to 30 years due to the extreme use it receives. In addition to the normal detention infrastructure, the facility has been designed to provide accommodations for mental health inmates, medical facilities, and seventeen-year old inmates who are now a special class of inmate. It is designed under a direct supervision model that has proven to be one of the most successful programs in the correctional field.

The proposed Planned Development is a 179.174 acre site currently home of the Roy K. Robb Men's Correctional Facility with the Men's Work Camp behind the main facility and southwest of the proposed detention facility. To the north of the detention facility is the firearms range of the Tom Green 4-H Shooting Sports Complex.

Analysis:

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, noise mitigation, density capping, and resource protection.

Concept Plan: A Concept Plan outlining the general intent of the development, as well as a tentative layout of uses, accompanies the application to indicate the overall extent and complexity of the development. The primary building in the Planned Development is the Detention Facility. Initial design plans list the ground floor as 213,463 square feet and a mezzanine level as 14,526 square feet, for a total gross square footage of 227,989. The facility is designed to hold an estimated 520-546 inmates with a build-out estimate rising to a total 744 inmates in the next 30 years. An estimated staff of twenty will run the facility. A medical area and ambulance loading area will be onsite to treat inmates and staff as needed. A laundry room will be used to clean uniforms and bed linens. Areas for staff administration and a lounge will be provided. Visitors may visit inmates in the lobby area while inmates themselves will be processed through the transportation and intake areas. The area east of the building will have 12-foot high perimeter fencing. Lighting would be directed at the facility for security, but not in such a way as to spill over onto neighboring properties. The Alcohol and Drug Abuse Council for the Concho Valley (ADACCV) is anticipating to build a new facility on the premises, but it will be a separate facility from the detention facility between the Roy K. Robb Men's Correctional Facility and the proposed Tom Green County Detention. ADACCV is classified as a "Recovery Facility: Drug and Alcohol" use under the Zoning Ordinance where patients are residents of the program, but where they are not supervised by sworn officers. The PD is also expected to house the future Tom Green County Sheriff's Office which will have an estimated 30,000 square feet and require the inclusion of "Safety Service" and "Office" uses into the Planned

Development. Telecommunication Facilities uses would also be required in order to stay in contact should the cell tower system fail in an emergency situation.

The applicant will be required to plat the property to reflect the future 179.174 acre Planned Development zoning boundary. In addition, the applicant will require an Urban Design Review, as the proposed building will have greater than 25,000 square feet of gross floor area (227,989 square feet).

Site Access and Circulation: Primary initial access to the site is planned to be from U.S. Highway 67/277. A secondary access has been under discussion for a new street on the City-owned land just to the south of the County's southeast corner of the proposed Planned Development. The street would need to head south from this corner and then turn west and to intersect Tractor Trail Road. This road shall be paved in accordance with minimum City standards. There will be two gated entrances into fenced perimeter on the east side of the building.

Parking:

Offices require one parking space for every 300 square feet. The estimated initial area devoted to office uses is 11,500 square feet. The PD shows 38 spaces for the 22 staff employees. Detention Facilities do not require parking for inmates, but non-public areas of the facility for staff are expected to be covered under the Office use. Light Manufacturing and Maintenance uses require one space for every four employees. Visitors will use the 4,000 square foot lobby and have a requirement of one space for every 300 feet, or 12 spaces minimum, but 78 spaces are provided. It is expected that visitors will use cellular devices (with internet access) to contact inmates, which will reduce the need for more parking in the future.

Loading Area: Under the Zoning Ordinance, every non-residential building over 20,000 square feet requires a loading area with an additional loading area for every 60,000 square feet for institutional uses. The Concept Plan provides for ambulance loading, a secure loading courtyard, and a sally port.

Criteria: 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 District appears to be consistent with the Comprehensive Plan's Future Land Use designation of "Campus/Institutional." Institutional campuses refer to land owned and controlled

by public and private institutions. In San Angelo, these public institutions include City Hall and the Tom Green Justice Center County which include both the County Courthouse and County Jail. The Comprehensive Plan for the City states “these institutions are largely ignoring the community around them and effectively operating as islands.” In this case, the “island” effect is desirable from a security perspective as placing crowded inmates in the same building as the court and the public are now seen as problematic. The Tom Green County Jail, like all jails is a maximum security facility. Because the inmates in this jail range from low level offenders to those being held for violent crimes like robbery, rape, and murder, the security level is as high as it is in any maximum security state prison. The proposed site offers more space and less crowding for inmates and staff while providing more security to the public. The proposed Planned Development has been the home of the Roy K. Robb Men’s Correctional Facility and the Men’s Work Camp. Before that, the facility had been designated for juvenile offenders. One of the goals of the Comprehensive Plan is to base decisions on a standard for community accounting that accounts for economic and social improvements. Expanding the footprint of the existing jail in Downtown was deemed too expensive to acquire land when the County already owned existing property on the site of the proposed Planned Development.

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

The purposes of a Planned Development District include, but are not limited to, the following: (1) To allow diversification of uses, structures, and open spaces and to promote flexibility of design in a manner compatible with existing and allowed uses of land on adjacent properties; (2) To preserve the natural amenities and environmental assets of the land by encouraging the preservation and improvement of open space; (3) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; (4) To promote the efficient use of land to facilitate a more economic arrangement of buildings, uses of land and utilities; and (5) To promote the development of vacant property within the presently developed urban (or suburban) area. The Planned Development will afford a multitude of complementary and logical accessory uses. The development is centered on the detention facility, but ADACCV does offer drug and alcohol treatment for residents and for outpatients which would help to rehabilitate those offenders serving time. The incorporation of the future sheriff’s office and existing firearm’s range would also complement the necessity for security on site. The 179-acre site offers more than enough room between uses, for open space, and for future expansion. Due to the nature of the uses on site, it is unlikely to attract much more development in the area impacting the environment as the focus is on housing or helping people that will be spending time indoors in largely self-contained facilities for eating, sleeping, and medical attention. Furthermore, the project has spurred a

strategy for a planned network of collector streets to develop the northeast edge of the City as part of an amendment to the Major Thoroughfare Plan.

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 Planned Development is compatible with existing and proposed uses surrounding the area. The area is currently zoned as Ranch and Estate, which does not currently allow for the use categories of: Recovery Facility, Alcohol and Drug; Detention Facilities or Manufacturing and Production, Light. In addition, Firearms Ranges and Telecommunications Facilities required Special Use and Conditional Use. It is more appropriate to treat such divergent uses and accessory uses under the Planned Development rezoning. Within the Planned Development is the existing Roy K. Robb Men's Correctional Facility and Men's Work Camp. Neighboring the development further to the south is a Light Manufacturing (ML) Zoning District with Delek Marketing and Supply – a company that supplies refined petroleum products through its terminal in San Angelo. To the east, beyond the City limits, is nearly a mile of native vegetation with farms on either side. The area to the north has more native vegetation, about 1.5 miles to a paved road. To the west is U.S. Highway 67/277, owned by the Texas Department of Transportation (TxDOT), with an average right-of-way width of 850 feet. None of these uses appear to be incompatible with the proposed detention facility in this sparsely populated corner of the City.

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

The current Tom Green County Jail is outdated and overcrowded necessitating the need for a more appropriate site. An expanded detention facility in downtown San Angelo is not in the best interests of the City which seeks to revitalize the core of the center. The rezoning amendment to a Planned Development offers the flexibility to place the detention facility and accessory uses in an area accustomed to highly similar uses. The existing Roy K. Robb Men's Correctional Facility and the Men's Work Camp were built in 2008 before the City annexed the area in 2011. Besides the County Jail, the trend has been to expand or relocate other institutions from the more densely populated parts of the City such as the planned Alcohol and Drug Abuse Council for the Concho Valley (ADACCV) facility away from its current location at 3553 W Houston Harte Expressway to the proposed PD. A plan has been developed that includes a 20,000+ square foot facility. The expansion will allow ADACCV to consolidate its residential treatment services to one location and double its residential treatment capacity by providing 30 male treatment beds and 18 female treatment beds.

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.*

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. There will be some increased traffic in the area but most of it will be relatively light and not in the peak travel demand hours. Initially, only 20 staff members will be accessing the site regularly with visitors arriving only during visiting hours. A secondary access road to the south is planned to make the current dual direction lanes on the frontage road become one-way in the future. Noise carrying to neighboring properties should be minimal as the inmates spend most of their time indoors and the distance to outside the development is large.

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

The Texas Commission on Jail Standards report on June 1, 2016, noted that of the 254 counties in Texas, Tom Green County was ranked highest (43rd) with an incarceration rate of 3.49%. This tracks closely with Tom Green's total population compared to other Texas counties. It is not a question of an increasing number of people being incarcerated in Tom Green County, but of needing to update a facility and plan for more space that inevitably comes with a growing population. The Planned Development addresses that community need while putting the facility close to a drug and alcohol rehabilitation facility - a use which rarely lacks for people in need of treatment. The incorporation of limited Light Manufacturing uses in the Planned Development offers the option that other jurisdictions have for inmates to make products to learn a skill or help defray the cost of their incarceration. By the same token, including Maintenance Facilities uses offers a chance for inmate trustees to make themselves more purposeful and maintain the facility.

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 proposed Planned Development site is located in a sparsely populated area at the northeast edge of the City limits. The Future Land Use for the area is Campus/Institutional, which appears to be compatible with a detention facility. As noted earlier, the site already has a correctional facility, so there would not appear to be a conflict in introducing another correctional facility as the site is large enough to hold both buildings and have enough room to accommodate for accessory uses.

Notification:

On July 7, 2016, three (3) notifications were mailed out, and on July 2, 2016, notice was published in the San Angelo Standard-Times. As of August 9, 2016, Staff has received zero (0) responses in opposition and zero (0) responses in support to the request.

Planning Commission Action:

This request was scheduled for review and consideration on the July 18, 2016, Planning Commission. In a 6-0 vote, the Commission recommended APPROVAL of the request. Below is an excerpt from the meeting's unofficial minutes:

Approval of a Rezoning from the Ranch and Estate (R&E) Zoning District to the Planned Development (PD) Zoning District for the Tom Green County Detention Facility with limited accessory uses including: firearms range, light manufacturing, recovery facility - alcohol and drug, telecommunications facilities, safety services, office, recovery services, and maintenance facilities, located east of the intersection of U.S. Highways 67 and 277, on 179.174 acres.

David Fee, Senior Planner, outlined the request. The Future Land Use of the site is Campus/Institutional and the zoning is Ranch and Estate (R&E). Mr. Fee showed exhibits of the area which include an existing correctional facility immediately south. He outlined Planning Staff's rationale to recommend approval of the application subject to seven conditions of approval. The rationale included that the request was consistent with the Campus/Institutional Future Land Use Designation, that other similar public institutions exist in the City, and that the site offers adequate space and security.

Commissioner Jackson asked who would be using the shooting range nearby. Mr. Fee responded that the Sheriff's Office may be using this shooting range facility, but that he did not believe there would be another facility. Russell Gully, from SKG Engineering and a representative for the applicant, indicated that the current shooting range is a small facility and some of the stations will be moved to avoid conflict with the location of the nearby detention pond. Mr. Gully indicated that Condition #3 which requires colors and materials is redundant as it is already required by an Urban Design Review. He requested that Condition #3, and Condition #5 which requires an Urban Design Review that is already required by the Zoning Ordinance, be removed. Mr. Gully also raised a concern about Condition #7 in that the entire area may not be replatted particularly where the firearms range is located and that this condition be removed. Mr. Jon James, Director of Planning and Development Services, indicated that Condition #3, although already required by the Zoning Ordinance through an Urban Design Review, was reiterated for clarity. He also explained that Condition #5 specifically referencing the Urban Design Review was intended to also cover design for buildings under 25,000 square feet. Mr. James indicated that Condition #7 could

be amended to mandate that no building permits be issued until the entire site is platted.

Commissioner Spano made a Motion to recommend APPROVAL of the request, eliminating Condition #3 and revising Condition #7 (renumbered Condition #6) as follows: "Prior to a Certificate of Occupancy, the entire 179.174-acre site shall be platted." Commissioner Smith seconded the Motion. The Motion passed unanimously, 6-0.

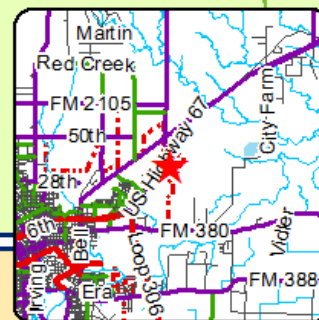
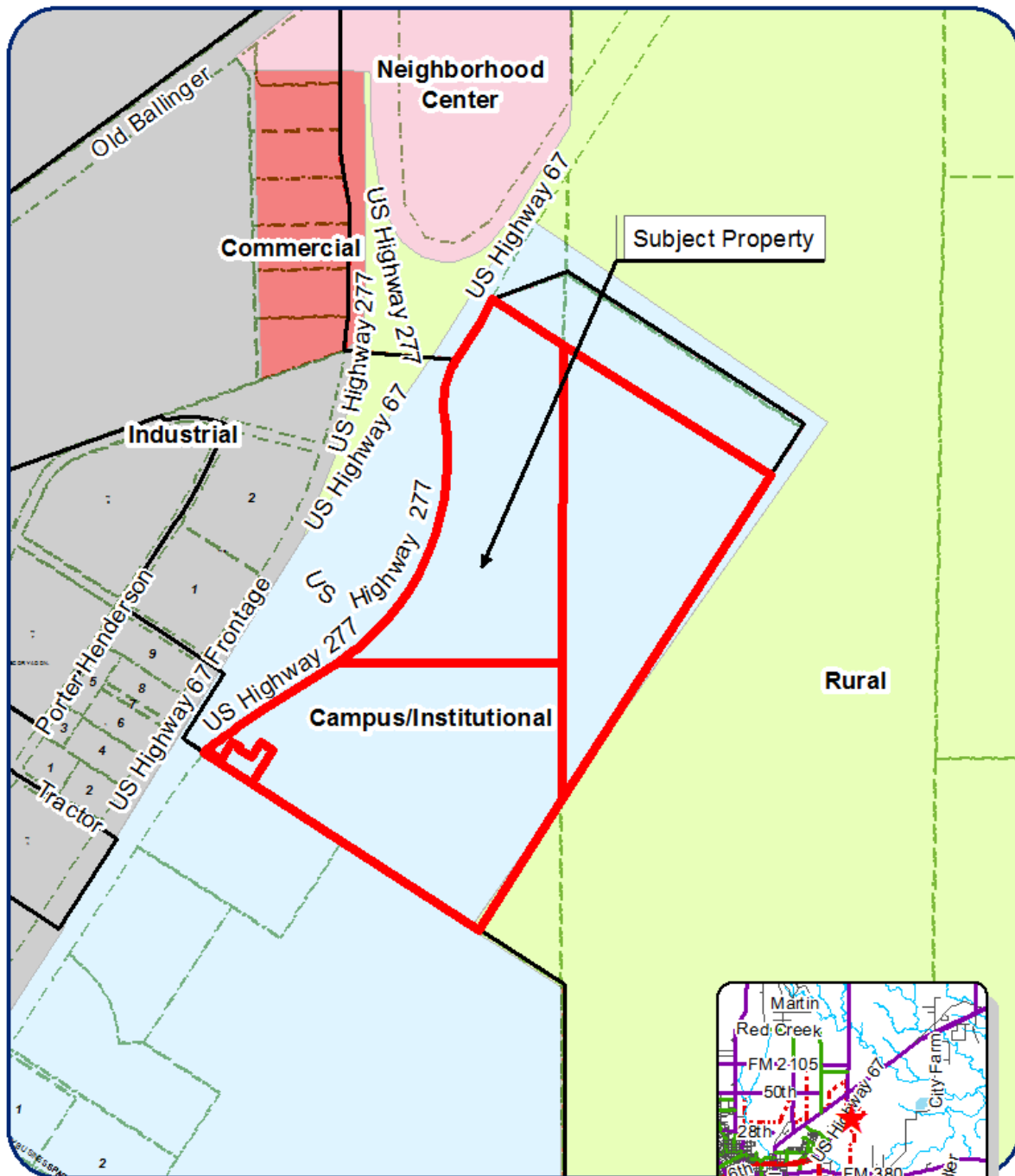
Staff's Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the Ranch and Estate (R&E) Zoning District to the **Planned Development (PD) Zoning District** for a Detention Facility limited accessory including: firearms range, light manufacturing, recovery facility - alcohol and drug, telecommunications facilities, safety services, office, recovery services, and maintenance facilities, subject to the following six (6) Conditions of Approval:

1. Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the Light Manufacturing (ML) Zoning District.
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, consistent the Zoning Ordinance.
3. A minimum of 50 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. All driveways shall be a minimum of 26 feet wide, as required by the Fire Department.
4. An Urban Design Review for the buildings, coloring, materials, landscaping, fencing, and other site features shall be submitted and approved by the Planning Division and be maintained on file in the offices of the Planning Division.
5. The sidewalks as shown on the Concept Plan shall be no less than five (5) feet in width, shall be installed prior to the issuance of a Certificate of Occupancy, and shall meet all Texas Accessibility Standards.
6. Prior to the issuance of a Certificate of Occupancy, the entire 179.174-acre site shall be platted.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Notification List
Concept Plan
Detention Center
Publication Proof



Zoning Case File

Case PD16-02

Council District: Lucy Gonzales

Neighborhood: PaulAnn

Scale: 1" approx. = 900 ft

Legal Description(s): 179.174 total acres, multiple tracts

Legend

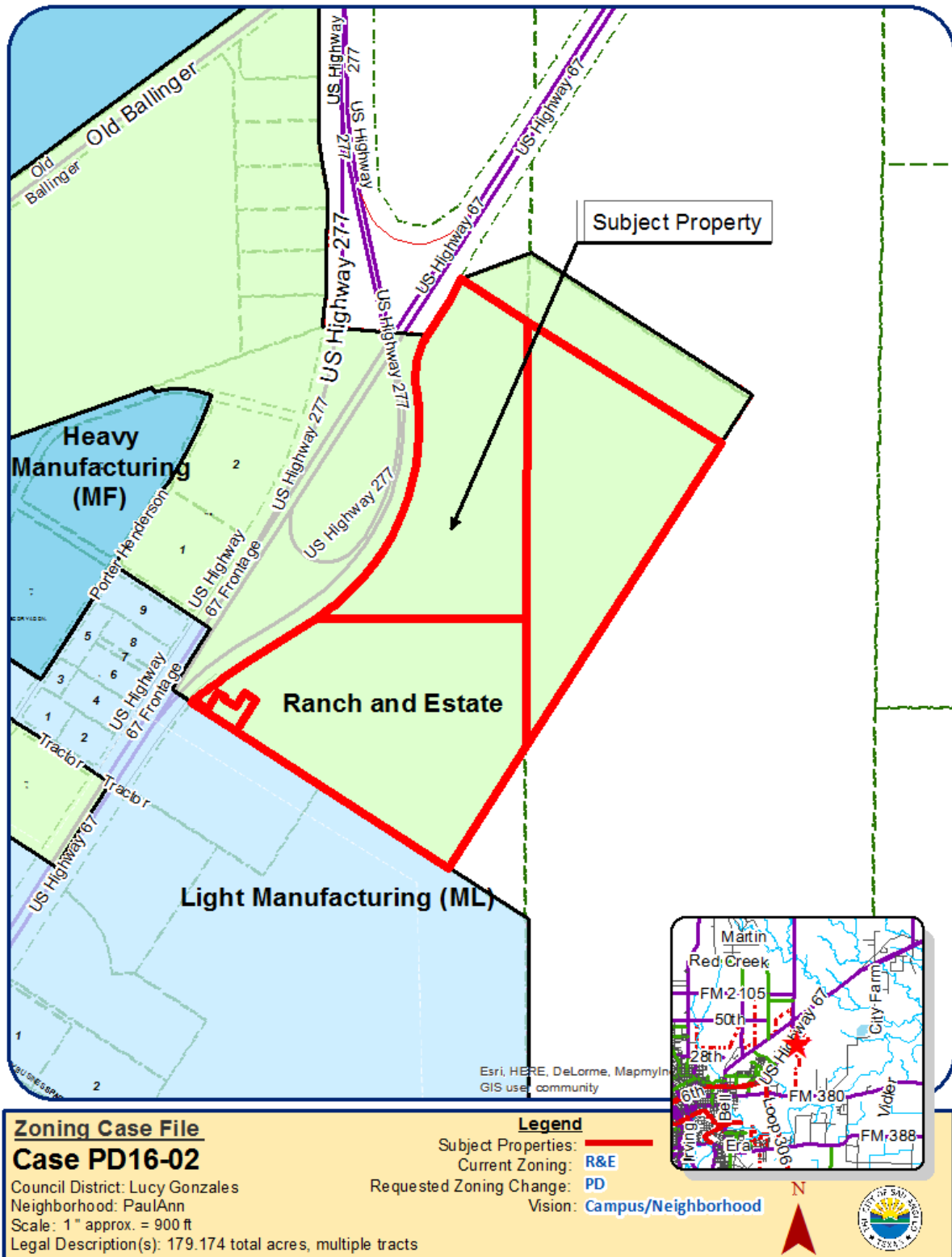
Subject Properties: —

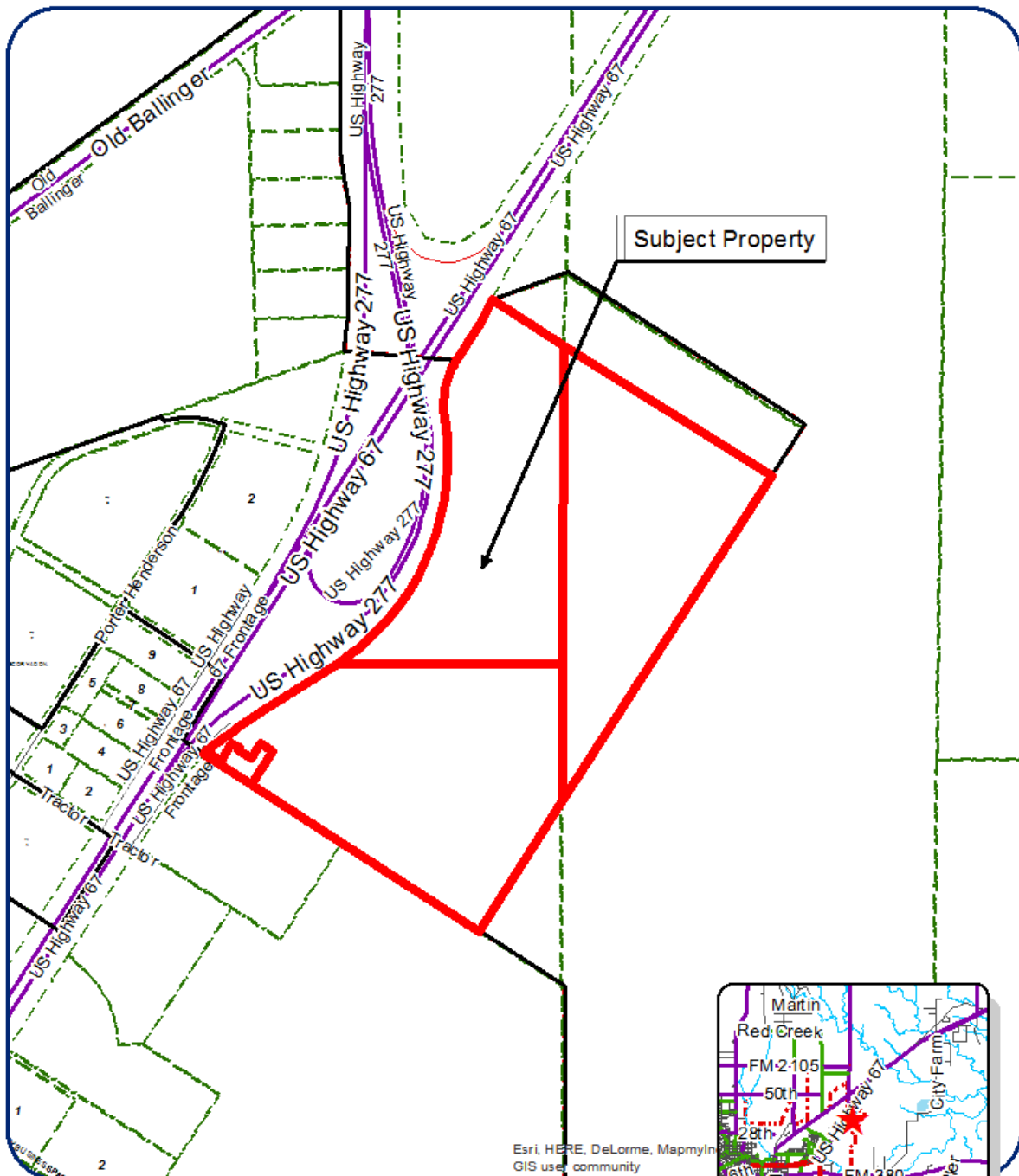
Current Zoning: **R&E**

Requested Zoning Change: **PD**

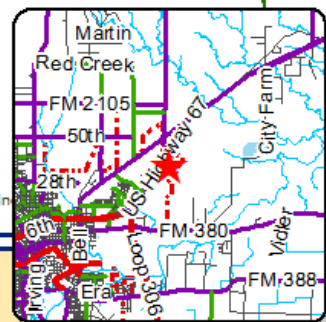
Vision: **Campus/Neighborhood**







Esri, HERE, DeLorme, MapmyIn
GIS user community



Zoning Case File

Case PD16-02

Council District: Lucy Gonzales

Neighborhood: PaulAnn

Scale: 1" approx. = 900 ft

Legal Description(s): 179.174 total acres, multiple tracts

Legend

Subject Properties: —

Current Zoning: R&E

Requested Zoning Change: PD

Vision: Campus/Neighborhood

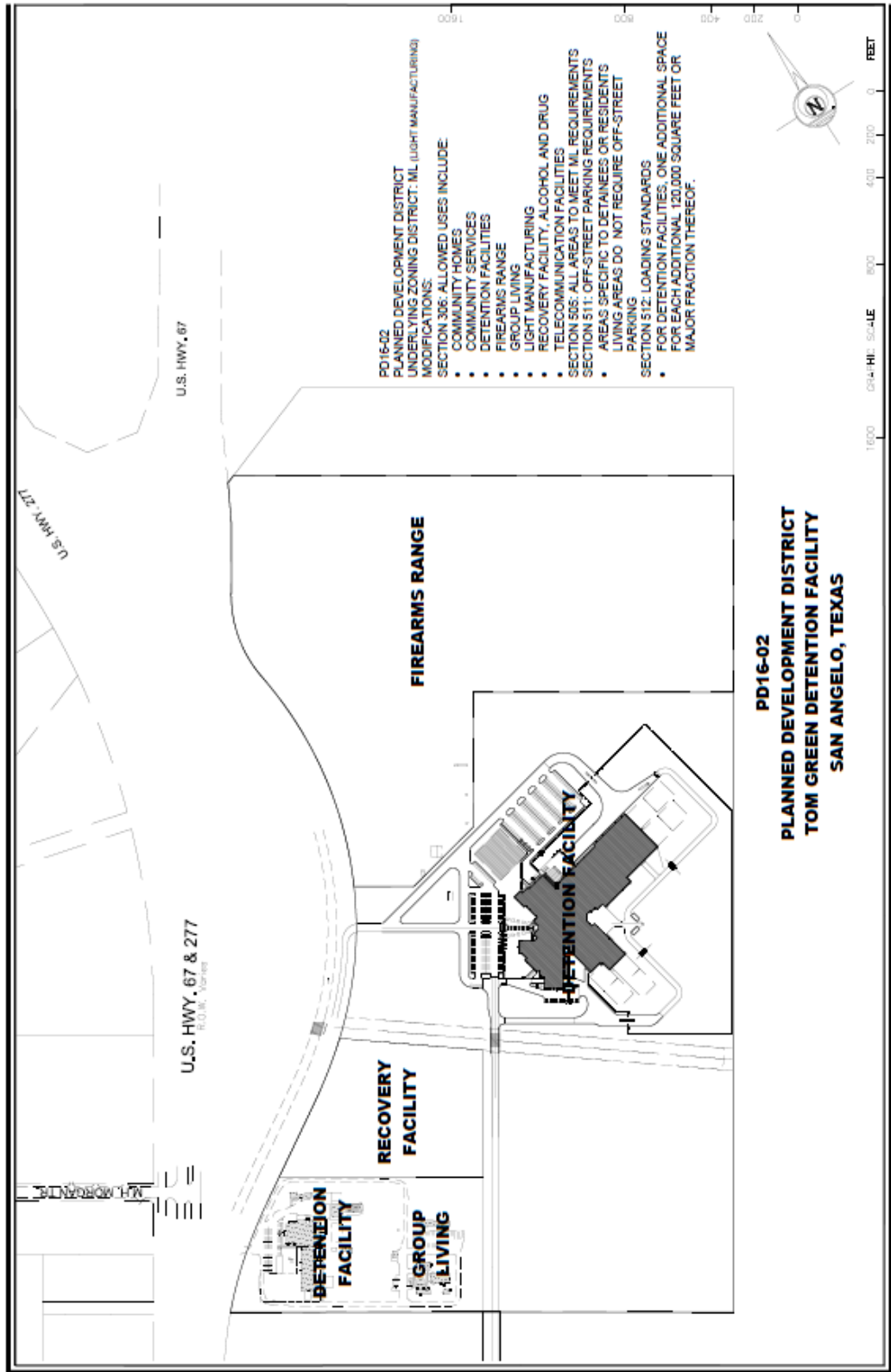


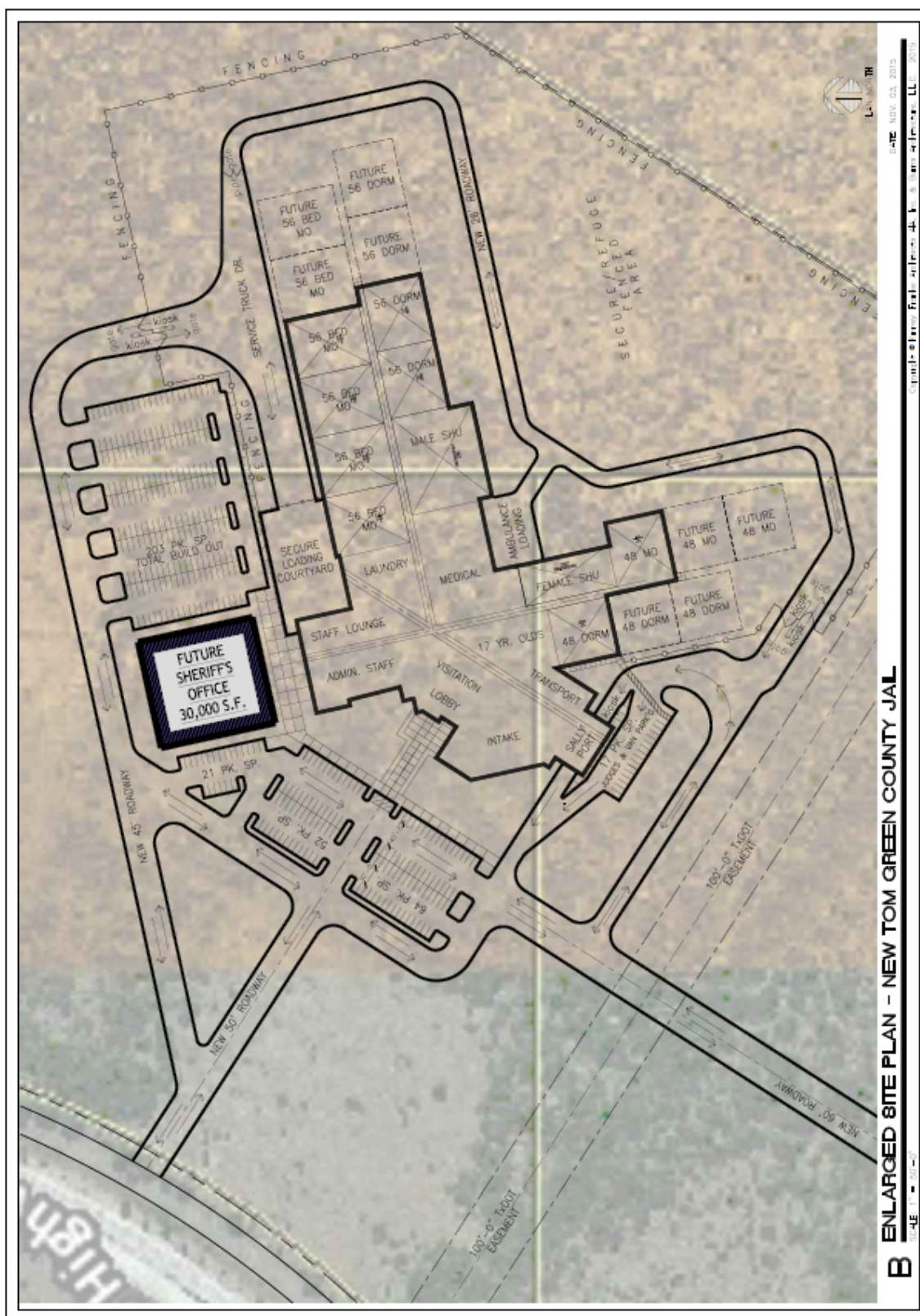
PD16-02, Tom Green Co Detention Fac

Total Notices Mailed: 4

Page 1 of 1

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2	CITY OF SAN ANGELO	% DAVID FEE, AICP - PLANNING	72 W COLLEGE AVE	SAN ANGELO	TX	76903-5814
3	DELEK MARKETING & SUPPLY LP	PROPERTY TAX DEPT	7102 COMMERCE WAY	BRENTWOOD	TN	37027-2896
4	TOM GREEN COUNTY		112 W BEAUREGARD	SAN ANGELO	TX	76903-6850





Standard Times

Sales Rep: Melissa Patino (S9104)

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> Account Information

Date: 07/01/16

Account Number: 250356 (\$102355)

Company Name: COSA - PLANNING DIVISION

Contact Name:

Email: rebecca.guerra@cosatx.us

Address: 52 WEST COLLEGE AVENUE, SAN ANGELO, TX, 76903

Phone: (325) 657-4210

Fax:

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account rep at (325) 659-8328.

Ad Id: 1166973 P.O. Number: Total Cost: \$304.00

Tag Line: legal notice NOTICE IS HEREBY GIVEN

Start Date: 07/02/16

Stop Date: 07/02/16

Number of Times: 1

Class: 16100 - Legal Notices

Publications: SS-San Angelo Standard-Times, SS-Internet-go sanangelo.com

> Ad Proof

I agree this ad is accurate and as ordered.

LEGAL NOTICE
NOTICE TO HONORARY GRANT that the City of San Angelo hereby grants a Planning Case (P219-20) on property located inside the City limits of San Angelo.

A request for approval of a Rezoning from the Ranch and Estate (RESE) zoning district to the Planned Development (PD) zoning district for the San Angelo County Correctional Facility with related accessory uses including: firehouse, range, dog kennel, industrial, assembly facility, alcohol and drug, telecommunications facilities, safety services, office, recovery services, and sustainable facilities on the following property:

Location: Six undeveloped tracts off U.S. Highway 277, 885 feet west of the intersection of W H Morgan Trail and U.S. Highway 277, more specifically situated 40.4500 acres out of the J. Penner Survey, Abstract 4886, Survey 0801; 54.8400 acres out of J. A. Hightower Survey 105.3400 acres, Abstract 4881, Survey 0802; 58.2700 acres out of J. W. Johnson Survey 58.7700 acres, Abstract 0254, Survey 0803; 17 acres out of J. W. Johnson Survey 07.8400 acres, Abstract 0254, Survey 0803; 2.8800 acres out of the J. A. Hightower Survey 1.0000 acres, Abstract 4886, Survey 0802; 1.0200 acres out of the J. Penner Survey 1.0800 acres, Abstract 0800 Survey 0804.

In accordance with Section 22.01 and 22.02 of the Texas Local Government Code, public hearings on the proposed plan and zoning changes and findings will be conducted by the Planning Commission. These hearings will begin at 8:00AM on Monday, July 18, 2016 at the Midland Convention Center, South Meeting Room, 201 Rio Grande Drive. The Planning Commission will then forward recommendations to the City Council who will conduct a public hearing of readings at 8:00AM at the Midland Convention Center on Tuesday, August 16, 2016 and Wednesday, August 17, 2016, and will make the final decision on the rezoning. Information pertaining to these applications is available at the Planning Division's office at 52 West College Avenue. For more information, call (325) 657-4210.

By order of the Planning Manager on July 1, 2016, Melissa Patino, Secretary

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Journal Media Group reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 325-655-1111. Allowance may not be made for errors reported past the second print date. The San Angelo Standard Times may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

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: **Four unaddressed tracts generally located off U.S. Highway 277, 880 feet west of the intersection of M H Morgan Trail and U.S Highway 67; more specifically being 69.606 acres out of the J Fenner Survey, Abstract 4985; 52.759 acres out of J A Eggleston Survey, Abstract 4984; 55.212 acres out of J W Johnson Survey, Abstract 8134; & 1.597 acres out of the J Fenner Survey, Abstract 4985, a request for approval of a Rezoning from the Ranch and Estate (R&E) Zoning District to the Planned Development (PD) Zoning District for a Detention Facility with limited accessory uses including: firearms range; light manufacturing; recovery facility - alcohol and drug; telecommunications facilities; safety services; office; recovery services; and maintenance facilities; AND PROVIDING FOR SEVERABILITY**

RE: PD16-02: Tom Green County Detention Facility

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:

Four unaddressed tracts generally located off U.S. Highway 277, 880 feet west of the intersection of M H Morgan Trail and U.S Highway 67; more specifically being 69.606 acres out of the J Fenner Survey, Abstract 4985; 52.759 acres out of J A Eggleston Survey, Abstract 4984; 55.212 acres out of J W Johnson Survey, Abstract 8134; & 1.597 acres out of the J Fenner Survey, Abstract 4985 zoned Ranch and Estate (R&E) 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 **Light Manufacturing (ML) Zoning District**, unless specified as otherwise.

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: A minimum of 50 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. All driveways shall be a minimum of 26 feet wide, as required by the Fire Department.

SECTION 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.

SECTION 8: The sidewalks as shown on the Concept Plan shall be no less than five (5) feet in width, shall be installed prior to the issuance of a Certificate of Occupancy, and shall meet all Texas Accessibility Standards.

SECTION 9: Prior to the issuance of a Certificate of Occupancy, the entire 179.174-acre site shall be platted.

INTRODUCED on the **16th day of August, 2016**, and finally PASSED, APPROVED AND ADOPTED on this the **6th day of September, 2016**.

THE CITY OF SAN ANGELO

ATTEST:

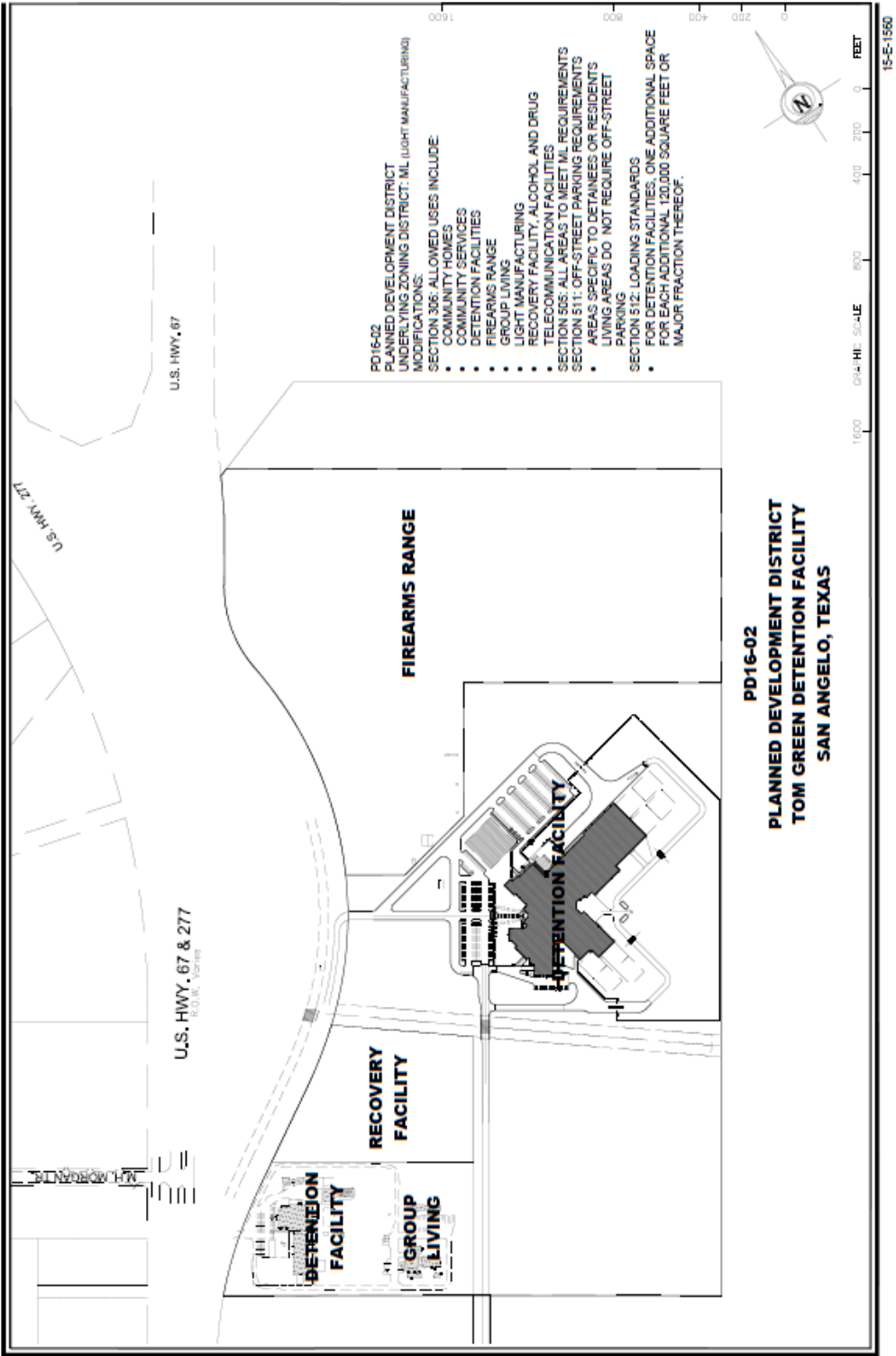
Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved As To Form:

Theresa James, City Attorney

EXHIBIT A



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Legal,

Meeting Date: August 16, 2016

Item type: Regular Item

Caption:

First public hearing and consideration of an ordinance amending Chapter One "General Provisions" of the Code of Ordinances - (Presentation by City Attorney Theresa James and City Clerk Bryan Kendrick; requested by Council Member Thomas)

Summary/History:

In the 2015 City Charter review, some ordinances were identified that were either in conflict or duplicated provisions located in the Charter or State Law.

Per a request from Council Member Harry Thomas in June 2016, staff has begun reviewing the Code of Ordinances chapter by chapter for any items that are in need of deletion, amendment, or clean-up related to the requirements of State Law, the City Charter, or changes in method of operation with the City.

The review of chapter one of the code or ordinances is ongoing, and articles 1 through 1.04 have been completed. The attached changes are recommended by staff.

Financial Impact:

None.

Other Information/Recommendation:

Staff recommends approval of the first reading, as presented.

Attachments:

- | | | |
|----|------------------------------------|--|
| 1. | Red Lined Ordinances with Comments | Article 1 through 1 04 - redline (2).pdf |
| 2. | Proposed Ordinance | 1 01 through 1 04 clean First Reading.docx |

Presentation:

Approvals/Reviews:

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

ARTICLE 1.01 CODE OF ORDINANCES

Sec. 1.01.001 Adoption

There is hereby adopted the Code of Ordinances of the City of San Angelo, Texas, as compiled, edited and published by Franklin Legal Publishing, Inc.

Sec. 1.01.002 Designation and citation of code

The ordinances embraced in this chapter and the following chapters, articles and sections shall constitute and be designated the "Code of Ordinances, City of San Angelo, Texas," and may be so cited.

Sec. 1.01.003 Catchlines of articles, divisions and sections

The catchlines of the several articles, divisions and sections of this code are intended as mere catchwords to indicate the contents of the article, division or section and shall not be deemed or taken to be titles of such articles, divisions and sections, nor as any part of the articles, divisions and sections, nor, unless expressly so provided, shall they be so deemed when any of such articles, divisions and sections, including the catchlines, are amended or reenacted.

Sec. 1.01.004 Definitions and rules of construction

In the construction of this code and of all ordinances and resolutions passed by the city council, the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the city council:

Generally. Words shall be construed in their common and usual significance unless the contrary is clearly indicated.

City and town. Each means the City of San Angelo, Texas.

City administrator, city manager, city secretary, chief of police or other city officers. The term "city administrator," "city manager," "city secretary," "chief of police" or other city officer or department shall be construed to mean the city administrator, city manager, city secretary, chief of police or such other municipal officer or department, respectively, of the City of San Angelo, Texas.

Computation of time. Whenever a notice is required to be given or an act to be done a certain length of time before any proceeding shall be had, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

Council. Whenever the term "council" or "city council" or "the council" is used, it shall mean the city council of the City of San Angelo, Texas.

County. The term "county" or "this county" shall mean the County of Tom Green, Texas.

Delegation of authority. Whenever a provision of this Code of Ordinances requires or authorizes an officer or employee of the city to do some act or perform some duty, it shall be construed to authorize such officer or employee to designate, delegate and authorize subordinates to perform the act or duty unless the terms of the provision specifically designate otherwise.

Gender. A word importing the masculine gender only shall extend and be applied to females and to firms, partnerships, associations and corporations, as well as to males.

Joint authority. Words purporting to give authority to three (3) or more officers or other persons shall be construed as giving such authority to a majority of such officers or other persons, unless it is otherwise declared.

May. The word “may” is permissive.

Month. The word “month” shall mean a calendar month.

Must and shall. Each is mandatory.

Number. Any word importing the singular number shall include the plural, and any word importing the plural number shall include the singular.

Oath. The word “oath” shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words “swear” and “sworn” shall be equivalent to the words “affirm” and “affirmed.”

Official time standard. Whenever certain hours are named in this code, they shall mean standard time or daylight saving time, as may be in current use in the city.

Or, and. The word “or” may be read “and,” and the word “and” may be read “or,” as the sense requires it.

Owner. The word “owner,” applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole or of a part of such building or land.

Person. The word “person” shall extend and be applied to associations, corporations, firms, partnerships, organizations, business trusts, estates, trusts, and bodies politic and corporate, as well as to individuals.

Preceding, following. The terms “preceding” and “following” mean next before and next after, respectively.

Property. The word “property” shall mean and include real and personal property.

Real property. The term “real property” shall mean and include lands, tenements and hereditaments.

Sidewalk. The word “sidewalk” shall mean that portion of a street between the curblin and the adjacent property line intended for the use of pedestrians.

Signature or subscription. A signature or subscription shall include a mark when a person cannot write.

State. The term “the state” or “this state” shall be construed to mean the State of Texas.

Street. The word “street” shall have its commonly accepted meaning and shall include highways, sidewalks, alleys, avenues, recessed parking areas and other public rights-of-way, including the entire right-of-way.

Tense. Words used in the past or present tense include the future, as well as the past and present.

V.T.C.S., V.T.P.C., V.T.C.C.P., V.T.C.A. Such abbreviations refer to the divisions of Vernon's Texas Statutes Annotated.

Written or in writing. The term “written” or “in writing” shall be construed to include any representation of words, letters, or figures, whether by printing or otherwise.

Year. The word “year” shall mean a calendar year.

Sec. 1.01.005 Severability of parts of code

It is hereby declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this code are severable, and if any phrase, clause, sentence, paragraph or section of this code 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 code, since the same would have been enacted by the city council without the incorporation in the code of any such unconstitutional phrase, clause, sentence, paragraph or section.

Sec. 1.01.006 Repeal of ordinances

The repeal of an ordinance or any portion thereof shall not repeal the repealing clause of an ordinance or revive any ordinance which has been previously repealed. (~~Ordinance adopting 2013 Code~~)

Sec. 1.01.007 Amendments or additions to code

All ordinances of a general and permanent nature, and amendments to such ordinances, hereafter enacted or presented to the city council for enactment, shall be drafted, so far as possible, as specific amendments of, or additions to, the Code of Ordinances. Amendments to this code shall be made by reference to the chapter and section of the code which is to be amended, and additions shall bear an appropriate designation of chapter, article and section; provided, however, the failure to do so shall in no way affect the validity or enforceability of such ordinances.

Sec. 1.01.008 Supplementation of code

(a) By contract or by city personnel, supplements to this code shall be prepared and printed whenever authorized or directed by the city council. A supplement to the code shall include all substantive permanent and general parts of ordinances passed by the city council or adopted by initiative and referendum during the period covered by the supplement and all changes made thereby in the code. The pages of a supplement shall be so numbered that they will fit properly into the code and will, where necessary, replace pages that have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the code will be current through the date of the adoption of the latest ordinance included in the supplement.

(b) In preparing a supplement to this code, all portions of the code which have been repealed shall be excluded from the code by omission thereof from reprinted pages.

(c) When preparing a supplement to this code, the codifier (meaning the person, agency or organization authorized to prepare the supplement) may make formal, nonsubstantive changes in ordinances and parts of ordinances included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, the codifier may:

- (1) Organize the ordinance material into appropriate subdivisions;
- (2) Provide appropriate catchlines, headings and titles for articles, sections and other subdivisions of the code printed in the supplement and make changes in such catchlines, headings and titles;
- (3) Assign appropriate numbers to articles, sections and other subdivisions to be inserted in the code and, where necessary to accommodate new material, change existing article or section or other subdivision numbers;
- (4) Change the words "this ordinance" or words of the same meaning to "this chapter," "this article," "this section," "this subsection," etc., as the case may be; and
- (5) Make other nonsubstantive changes necessary to preserve the original meaning of ordinance material inserted into the code, but in no case shall the codifier make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the code.

Sec. 1.01.009 General penalty for violations of code; continuing violations

(a) Whenever in this code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor or whenever in this code or such ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this code or any such ordinance shall be punished by a fine of not exceeding five hundred dollars (\$500.00).

(b) A fine or penalty for the violation of a rule, ordinance or police regulation that governs fire safety, zoning or public health and sanitation, including the dumping of refuse, may not exceed two thousand dollars (\$2,000.00).

(c) A person convicted of an offense under title 7, subtitle C, Transportation Code (the Uniform Act Regulating Traffic on Highways) for which another penalty is not provided shall be

punished by a fine of not less than one dollar (\$1.00) or more than two hundred dollars (\$200.00) plus such other penalties and costs as may be provided by such subtitle C.

(d) Unless otherwise specifically stated in this code, any violation of this code or of any ordinance that is punishable by a fine that does not exceed five hundred dollars (\$500.00) does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense. Unless otherwise specifically stated in this code, any violation of this code or of any ordinance that is punishable by a fine that exceeds five hundred dollars (\$500.00) shall require a culpable mental state.

(e) No penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.

(f) Unless otherwise stated in this code or in any ordinance, each day any violation of this code or of any ordinance shall continue shall constitute a separate offense.

(g) In the event that any such violation is designated as a nuisance under the provisions of this code, such nuisance may be summarily abated by the city. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Sec. 1.01.010 Default in payment of fine

Any non-indigent person in default of payment of any fine imposed by the judge of the municipal court may be imprisoned in the county jail. For each day served such person shall be given credit for that portion of his fine as is authorized and required by state law.

Sec. 1.01.011 License revocation as penalty

When a person is convicted of a violation of this code in connection with any business or activity which requires a permit or license to be issued by the city, such license or permit may also be revoked as a part of the penalty.

~~Sec. 1.01.012 Application of penalty~~

~~The penalty provided in this article shall be applicable to every section of this code the same as though it were a part of each and every separate section. Any person convicted of a violation of any section of this code, where any duty is prescribed or obligation imposed, or where any act which is of a continuing nature is forbidden or declared to be unlawful, shall be deemed guilty of a misdemeanor. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues. (1959 Code, sec. 1-4-5; 1996 Code, sec. 1-109)~~

Sec. 1.01.013 Enforcement of code

(a) Authority. Any person employed by the city as a code enforcement officer, ~~or as~~ a peace officer, ~~or a person specifically authorized by the City Manager or designee~~ shall have authority to issue citations for violations of any regulation enacted by the city.

Comment [JT1]: Removed due to duplication of Section 1.01.009(a) above.

Comment [JT2]: This provision has been modified to allow other City officials the ability to issue citations for enforcement of specific violations. i.e. Zoning violations could be enforced through the planning department.

(b) Uniforms and badges. The department head shall provide sufficient uniforms, insignia, badges, or other indicia of authority for adequate identification of code enforcement officers.

(c) Appearance in court required. Any person who violates or causes to be violated any of the provisions of this code may be arrested upon written complaint and shall be taken immediately before the judge of the municipal court when such person refuses to give his written promise to appear in court as hereinafter provided.

(1) Whenever any person violates a regulation enacted by the city the peace officer or code enforcement officer, or designated official (~~"finance officer"~~ enforcement officer herein) shall prepare in duplicate written notice to appear in municipal court, containing the name and address of such person, the offense with which the person is charged, and the time and place, when and where such person shall appear in municipal court. Such person must give his written promise to appear in court by signing in duplicate the written notice prepared by the enforcement ~~finance~~ officer, such appearance to be at least ten (10) days from such date unless an earlier hearing is demanded. The original of such notice shall be retained by the enforcement ~~finance~~ officer and a copy thereof delivered to such person, and thereupon, the enforcement ~~finance~~ officer shall forthwith release such person. If such person refuses to sign such notice, he may be arrested by a peace officer and taken before the judge of the municipal court.

(2) Any person intentionally or knowingly violating any part of his written promise to appear in court, given as provided in this section, is guilty of a class C misdemeanor regardless of the disposition of the original charge.

Sec. 1.01.014 Acceptance of gifts or favors

~~No officer or employee of the city shall accept any frank, free ticket, passes or service or anything of value, directly or indirectly, from any person, firm or corporation, upon terms more favorable than are granted to the public, and any violation of this section shall be punishable as provided elsewhere in this code and on conviction thereof such office or employment shall be forfeited.~~

Comment [JT3]: Moved from Sec. 1.02.003

ARTICLE 1.02 CITY COUNCIL

~~Sec. 1.02.001 Composition~~

~~The municipal government of the city shall consist of the city council, which shall be composed of a mayor and six (6) councilmembers. (1959 Code, sec. 1-5-1; 1996 Code, sec. 2.101)~~

Comment [JT4]: Found in Section 7 of the Charter.

~~Sec. 1.02.002 Term of office~~

~~The mayor and each councilmember shall serve for a term of two (2) years and until his successor is elected and qualified, unless sooner removed from office as provided herein. (1959 Code, sec. 1-5-2; 1996 Code, sec. 2.102)~~

Comment [JT5]: Found in Section 8 of the Charter.

Sec. 1.02.003 Qualifications

~~The mayor and each councilmember shall be a resident citizen of the city and have the qualifications of electors herein. Additionally, councilmembers shall be resident citizens of the single-member districts from which they are elected. The mayor and each councilmember shall not be indebted to the city; shall not hold any other public office of emolument and shall not be interested in the profits or emoluments of any contract, job, work or service for the city or interested in the sale to the city of any supplies, equipment, material or articles purchased; nor shall either of them. The mayor and each councilmember shall not be the owner of stock in any public utility or public service corporation within the city; nor in the employ of any owner of stock in any public utility or public service corporation. Any officer or employee of the city who shall cease to possess any of the qualifications herein required shall forfeit his office or position and any contract in which any officer or employee shall or may become interested may be declared void by the council.~~

Comment [JT6]: Found in Section 9 of the Charter.

Comment [JT7]: These provisions have been held to be unconstitutional by Texas Courts.

Comment [JT8]: Found in Section 9 of the Charter

Comment [JT9]: Moved to 1.01.014

Sec. 1.02.004 Compensation and attendance

~~The compensation of the mayor shall be six hundred dollars (\$600.00) and of each councilmember shall be five hundred dollars (\$500.00) per annum, payable in monthly installments. Provided, however, that in either event the mayor or either councilmember shall forfeit ten dollars (\$10.00) of his salary if absent from any regular meeting of the council unless such absence from the meeting is unavoidable necessitated in the services of such officer on business of the city away from the city at the time the meeting is held.~~

Comment [JT10]: Found in Section 10 in the Charter

Sec. 1.02.005 Duties of mayor

~~The mayor shall be the presiding officer of the council. He shall vote as a member of the council on all matters before the body, sign all bonds, warrants and other official documents, by [be] the official head of the city and exercise all powers and perform all duties imposed upon him by the city charter and by the laws of the city.~~

Comment [JT11]: Found in Section 11 of the Charter

Sec. 1.02.006 Mayor pro tempore

~~The city council shall elect one member to serve as mayor pro tempore in the event of the absence or disability or disqualification of the mayor. In the event of the absence or disability of both the mayor and the mayor pro tempore, the chain of command shall be in the order of the number of the single-member districts.~~

Comment [JT12]: Found in Section 12 of the Charter

Sec. 1.02.007 Vacancies

~~Vacancies in the council shall be filled by a special election for the remainder of the unexpired term as provided by the city charter. (1959 Code, sec. 1-5-7; 1996 Code, sec. 2.107)~~

Sec. 1.02.008 Establishing major departments or service areas

(a) The city shall be comprised of the following ~~eleven~~nine (11~~9~~) major departments or service areas:

- (1) City management;

- (2) Human Resources and Risk Management Services~~Administrative services~~;
- (3) Community planning and development services;
- (4) Parks and recreation services;
- (5) Health ~~and social~~ services;
- (6) Fire and emergency medical services;
- (7) Police department;
- (8) Public works services;
- (9) Water and water reclamation services.

(10) Finance Services

(11) Neighborhood and Family Services

(12) Economic Development Services

(b) The city manager shall:

- (1) Appoint with the advice and consent of Council, an officer (henceforth to be called "service area directors") to manage each of the service areas, with the exception of the chief of police, who is elected to serve as the director of the police department;
- (2) Determine the responsibilities, duties and qualifications for each such position;
- (3) Determine what services shall be provided by each service area or department; and
- (4) Assign smaller departments, divisions and offices to service areas and shall have authority to organize or reorganize service areas with divisions that are necessary to provide services in an effective and efficient manner.

Comment [JT13]: Per section 28 of the Charter

Sec. 1.02.009 Special Meetings

~~(a) Councilmembers shall meet at such times as may be prescribed by ordinance or resolution, but they shall meet no less than twice per month unless otherwise ordered by the council for reasons to be recorded in the minutes.~~ Special meetings may be called as deemed necessary by a consensus of the council based upon recommendation of the city manager at any time the council deems it advisable.

Comment [JT14]: Found in Section 16 of the Charter.

~~(b) The council shall determine its own rules and order of business and shall keep a journal of its proceedings in a permanently bound book, and any citizen shall have access to the minutes and records thereof at any reasonable time.~~

Comment [JT15]: Found in Section 16 of the Charter

~~Sec. 1.02.010 Elections generally~~

~~The elective officers of the city shall consist of a mayor and councilmembers numbered 1, 2, 3, 4, 5 and 6 respectively and the chief of police. The mayor and chief of police shall be elected to the office for which he is candidate by the qualified voters of the city at large. Each councilmember shall be elected by the registered voters within that candidate's respective district. The council shall be the judge of the election and the qualifications of its members.~~

Comment [JT16]: Found in Sections 7 and Section 43 of Charter

~~Sec. 1.02.011 Election returns; runoff election~~

~~(a) The council shall, on the next regular meeting day of the council after each regular and special election, canvass the returns and declare the result of such election. Qualified officers shall be then sworn in immediately.~~

~~(b) At every regular election and every special election called to fill one or more vacant elective offices, election to each office shall be by a majority of the votes cast for such office at such election. Where in any election for elective office no candidate received a majority of all the votes cast for such office at such election, the city council shall, immediately upon declaring the official results of the election, issue a call for a runoff election for every place to which no one was elected. Such runoff election shall be held on the date as prescribed by the provisions of the Texas Election Code and by council resolution and in such runoff election the two (2) candidates who receive in the preceding election the highest number of votes for each place to which no one was elected shall be voted on again and the candidate who receives the majority of the votes cast for such place in the runoff election shall be declared elected to such office. In accordance with the provisions of the Election Code, after the runoff election of the council has been declared the council shall meet at 8:00 a.m. in the council chamber of the city hall, at which time the councilmembers shall qualify and assume the duties of their office.~~

Comment [JT17]: Found in Section 44 of Charter

~~Sec. 1.02.012 Ordinance enactment~~

~~Each proposed ordinance or resolution shall be introduced in written or printed form, [and] shall not contain more than one subject, which shall be clearly stated in the title, but general appropriation ordinances may contain the various subject and accounts for which moneys are to be appropriated. No ordinance, unless it shall be declared to be an emergency measure and passed by an unanimous vote of the council, shall be passed on the day on which it shall be introduced.~~

Comment [JT18]: Found in Section 17 of Charter

~~Sec. 1.02.013 Emergency measures~~

~~An emergency measure is an ordinance or resolution for the immediate preservation of the public peace, property, health or safety or providing for usual daily operation of a municipal department, in which the emergency is set forth and defined in a preamble thereto. Ordinances appropriating money not exceeding two hundred and fifty dollars (\$250.00) and ordinances for the payment of salaries and wages may be passed as emergency measures, but no measure making a grant, renewal or extension of a franchise or other special privilege or regulating the rate to be charged for its services by any public utility shall ever be passed as an emergency measure.~~

Comment [JT19]: Found in Section 18 of Charter

~~Sec. 1.02.014 Powers of ordinances~~

~~The city shall have the power to enact and enforce all ordinances necessary to protect health, life and property and to prevent and summarily abate and remove all nuisances and to preserve and enforce good government, order and security of the city and its inhabitants, and to enact and enforce ordinances on any and all subjects, provided that no ordinance shall be enacted inconsistent with the provisions of the city charter or the constitution of the state.~~

Comment [JT20]: Found in Section 19 of Charter

~~Sec. 1.02.015 — Style of ordinances~~

~~The style of all ordinances of the city may be: "Be it ordained by the City of San Angelo," but the same may be omitted when published in book or pamphlet form under authority or by direction of the governing authority of the city.~~

Comment [JT21]: Found in Section 20 of Charter.

~~Sec. 1.02.016 — Publication of ordinances~~

~~All ordinances carrying a penalty shall be published in some newspaper published in the city and such ordinance shall become effective on the day after the date of publication or the date stated in the ordinance, whichever is later. Emergency orders shall take effect according to their terms.~~

Comment [JT22]: Found in Section 21 of Charter.

~~Sec. 1.02.017 — Recording of ordinances~~

~~Every ordinance or resolution, upon its becoming effective, shall be recorded in a permanently bound book kept for that purpose and shall be authenticated by the signature of the mayor and the person exercising the duties of the city clerk.~~

Comment [JT23]: Found in Section 22 of Charter.

~~Sec. 1.02.018 — Ratification of ordinances~~

~~All ordinances and resolutions in force at the time of taking effect of this code shall, where not inconsistent with its provisions, continue in force until amended or repealed.~~

Comment [JT24]: Found in Section 23 of Charter

~~Sec. 1.02.019 — Legislative procedure~~

~~Any five (5) members of the council shall constitute a quorum for the transaction of any business, and the affirmative vote of any four (4) members of the city council shall be sufficient and necessary to adopt or repeal any ordinance or resolution. The vote upon the passage or repeal of any ordinance or resolution shall be taken by "yea" and "nay" vote and entered upon the minutes. All members of the council present at any meeting shall vote upon every question, ordinance, or resolution, provided that not more than one member of the council may be excused from voting by a vote of the other members, which shall be entered upon the minutes. Any councilmember refusing to vote, unless so excused, shall be entered on the minutes as voting in the affirmative.~~

Comment [JT25]: Found in Section 25 of Charter

~~Sec. 1.02.020 — Investigations~~

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~~The council may investigate the financial transactions of any office or department of the city government, and the acts and conduct of any official or employee. In conducting such investigation, the council may control the attendance of witnesses, the production of books and papers, and other evidence and for that purpose may issue subpoenas or attachments on which shall have the mayor's signature and which may be served and executed by any officer~~

~~authorized by law to serve subpoenas or other process or any peace officer of the city. If any witness shall refuse to appear or to testify to any facts within his knowledge or to produce any papers or books in his possession or under his control, relating to the matter under investigation before the council, the council shall have the power to cause the witness to be punished as for contempt. No witness shall be excused from testifying touching his knowledge of the matter under investigation in any such inquiry, but such testimony shall not be used against him in any criminal prosecution except for perjury committed upon such inquiry.~~

Comment [JT26]: Found in Section 24 of Charter

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.

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.~~ A law enforcement officer as designated by the City Manager 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.

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.

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.

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.

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.

Sec. 1.02.027 Conflict of interest

(a) In order to assure their independence and impartiality on behalf of the public good, councilmembers are prohibited from using their official positions to influence government decisions in which they have a financial interest or where they have an organizational responsibility or a personal relationship that would present a conflict of interest under chapter 171 of the Local Government Code state law.

(b) In accordance with chapter 176, Local Government Code state law, councilmembers must file annual written disclosures of their economic interests.

(c) Councilmembers shall not take advantage of services or opportunities for personal gain by virtue of their public office that are not available to the public in general.

(d) Councilmembers shall respect and preserve the confidentiality of information provided to them concerning the confidential matters of the city. They must neither disclose confidential information without proper legal authorization nor use such information to advance the personal, financial or private interests of themselves or others.

(e) Councilmembers should avoid any action that could be construed as, or create the appearance of, using public office for personal gain, including use of city stationery or other city resources to obtain or promote personal business.

~~(f) Public resources not available to the general public (e.g., city staff time, equipment, supplies or facilities) shall not be used by councilmembers for private gain or personal purposes.~~

Comment [JT27]: Found in 1.02.031

(g) In keeping with their role as stewards of the public interest, councilmembers shall not appear on behalf of the private interests of a third party before the city council or any board, commission or committee or proceeding of the city, except as permitted by law.

(h) To the best of their ability, councilmembers shall represent the official policies and positions of the city council. When presenting their personal opinions or positions publicly, members shall explicitly state they do not represent the council or the city.

Sec. 1.02.028 Training requirements

In an effort to educate and include the city council on the intensity of training provided to city employees, the council shall be required to participate and attend mandatory training in accordance to the city personnel policies for city employees, including, but not limited to, state-mandated training for elected officials, orientation, sexual harassment prevention, and diversity training. (1996 Code, sec. 2.128; Ordinance adopted 3/11/08)

Sec. 1.02.029 Travel expenses and reimbursement

(a) The purpose of these regulations is to establish the policies and procedures for councilmembers who travel on official city business either in-state or out-of-state. Such travel shall include attendance at conferences, seminars, and training sessions on behalf of the city. The city shall pay reasonable expenses for registration fees, lodging, meals, transportation, and all allowable miscellaneous expenses for the councilmember only. Councilmembers will be reimbursed for their documented travel expenses as well as any documented expenses (except for alcoholic beverages) associated with conducting city business. Councilmembers shall be reimbursed in accordance with the terms contained within the employee travel expense policy. This policy shall supersede any existing policy.

(b) Councilmembers requesting advance travel shall provide a travel settlement for such expenses upon return and no later than five days of return and in accordance with the terms contained within the employee travel expense policy. Travel settlement forms should document

all expenses as required. Councilmembers must return any excess advance monies or request additional payment to cover outstanding expenses at that time. Finance will provide a receipt for any excess monies returned.

(c) Any councilmember with two or more outstanding travel settlements may not apply for a future advance travel request until such settlements have been submitted and, if required, paid. Confirmation of settlement shall be made by the finance director.

~~Sec. 1.02.030 — Nepotism~~

~~In accordance with section 37 [of the city charter], the council shall not appoint to a salaried position under the city government any person who is a relative by blood or marriage within the second degree of any one or more of the members of the council.~~

Comment [JT28]: Found in Section 37 of Charter.

Sec. 1.02.031 Use of city property

(a) Limited to lawful business of city. No person or persons other than city officials or employees shall use any city-owned equipment, tools or paraphernalia other than for the purpose of conducting the lawful business of the city.

(b) Use for private purposes by city official, employee, etc. No city official, city employee or other person shall borrow, take or remove any city-owned equipment, tools or paraphernalia for private use.

(c) Loan by city official, employee, etc. No city official, city employee or any other person shall lend, give or transfer possession of such city-owned equipment, tools or paraphernalia to any other city official, employee or any other person with knowledge that the same shall be used for private purposes.

Sec. 1.02.032 ~~Administrative allowance, vehicle mileage reimbursement, and Council~~ direct expenses

~~(a) — In accordance with section 10 [of the city charter], administrative allowance for the mayor is set at six hundred dollars (\$600.00) per annum and for each councilmember at five hundred dollars (\$500.00) per annum, payable in monthly installments.~~

Comment [JT29]: Found in Section 10 of Charter

~~(b) — Councilmembers will be reimbursed for their documented vehicle mileage expenses associated with conducting city business. The reimbursement rate shall be made in accordance with the standard mileage rate set by the Internal Revenue Service.~~

Comment [JT30]: Found in Sec. 1.02.029

(c) Direct expenses benefits can be reimbursed for those duties required or the individual will be provided the materials necessary to carry out the role as a councilmember. Such items include, but are not limited to, mobile phone or pager, high speed internet, laptop, or any other equipment or technology that may be required.

(d) Councilmembers shall comply with the city's information technology system and software use policy. They shall be responsible for the safety and security of the equipment while assigned during the term of office and that it will be returned to the city upon the end of the term. The equipment is to be used for the sole purpose of city-related business as outlined in the

technology system and software use policy and, therefore, is subject to provisions of the Texas Public Information Act. All maintenance/upgrades and/or software installation to the equipment shall be performed by the city's information services department.

~~Charter reference—Compensation of mayor and councilmembers, sec. 10.~~

Sec. 1.02.033 Violations of code of ethics or code of conduct

(a) City council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the council. Serious infractions of the code of ethics or code of conduct could lead to other sanctions as deemed appropriate by council. Councilmembers should point out to the offending councilmember infractions of the code of ethics or code of conduct. If the offenses continue, then the matter should be referred to the mayor in private. If the mayor is the individual whose actions are being challenged, then the matter should be referred to the mayor pro tempore.

(b) It is the responsibility of the mayor to advise the city manager and city attorney of the situation. Upon review, the mayor shall initiate action if a councilmember's behavior may warrant sanction. If no action is taken by the mayor, the alleged violation(s) can be brought up with the full council in executive session and/or a public meeting. If violation of the code of ethics or code of conduct is outside of the observed behaviors by the mayor or councilmembers, the alleged violation should be referred to the mayor. The mayor should ask the city manager and/or the city attorney to investigate the allegation and report the findings to the mayor. It is the mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full council to consider in a public meeting; or forming a council ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for council consideration.

ARTICLE 1.03 ORDINANCES^{*}

Sec. 1.03.001 Adoption

The city council shall follow the procedures established in the city charter.

Sec. 1.03.002 Reconsideration

(a) The city council shall only reconsider an ordinance which has been adopted by the city under the following circumstances:

(1) If six (6) months or more have passed since such ordinance became effective, a councilmember may request that the repeal or amendment of the ordinance be placed on the council's agenda for consideration.

(2) If the ordinance has been effective for less than six (6) months, four (4) members of the city council must vote to place consideration of repeal or amendment of such ordinance on the council's agenda of a future council meeting.

(3) Regardless of how long such ordinance has been in effect, if repeal or amendment of such ordinance is required by law, the city manager or a city council member may place discussion of such ordinance on council's agenda.

(b) The city council shall only reconsider an ordinance which has failed to be adopted by the city under the following circumstances:

(1) If six (6) months or more have passed since such ordinance was defeated, a councilmember may request that the ordinance be placed on the council's agenda for consideration.

(2) ~~If less than six (6) months have passed since the ordinance~~ If the ordinance was defeated, four (4) members of the city council must vote to place consideration of such ordinance on the council's agenda of a future council meeting.

(3) Regardless of when such ordinance was defeated, if such ordinance is required by law, the city manager or a city council member may place discussion of such ordinance on council's agenda.

~~ARTICLE 1.04 LIMITATION ON USE OF EMINENT DOMAIN AUTHORITY:~~

~~Sec. 1.04.001 Prohibition of use of eminent domain for private parties or economic development purposes~~

~~The city shall not take private property through the use of eminent domain if the taking:~~

~~(1) Confers a private benefit on a particular private party through the use of the property;~~

~~(2) Is for a public use that is merely a pretext to confer a private benefit on a particular private party; or~~

~~(3) Is for economic development purposes, unless the economic development is a secondary purpose resulting from municipal community development or municipal urban renewal activities to eliminate an existing affirmative harm on society from slum or blighted areas under:~~

~~(A) Chapter 373 or 374, Local Government Code, other than an activity described by section 373.002(b)(5), Local Government Code; or~~

~~(B) Section 311.005(a)(1)(I), Tax Code.~~

Sec. 1.04.002 Authority not affected for certain projects

The prohibition contained in section 1.04.001 shall not affect the city authority to take private property through the use of eminent domain for the following public projects:

(1) Transportation projects including, but not limited to, airports and public roads;

- (2) Water supply, wastewater, flood control and drainage projects;
- (3) Public buildings and parks;
- (4) The provision of utility services;
- (5) Waste disposal projects; or
- (6) A museum or related facility and any infrastructure related to the facility.

Sec. 1.04.003 Authority to condemn leasehold

The city is not prohibited by this article from condemning a leasehold estate on property owned by the city.

Sec. 1.04.004 Presumption not created

The determination by the city that a taking does not involve an act or circumstance prohibited by section 1.04.001 does not create a presumption with respect to whether the taking involves that act or circumstance.

Comment [JT31]: These provisions appear to have been passed in response to a U.S. Supreme Court case (*Kelo v. City of New London*) in which the Court determined it is permissible to use eminent domain authority to take private property and give it to another private individual for the public purpose of economic development. The Texas Legislature has since passed Texas Government Code Section 2206 which prohibits the use of eminent domain to benefit a private party. Since the passage of 2206, this provision is no longer necessary.

AN ORDINANCE AMENDING CHAPTER 1 "GENERAL PROVISIONS" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, BY REPEALING AND REPLACING ARTICLES 1.01 THROUGH 1.04 IN THE ENTIRETY, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

- 1) **THAT**, Chapter 1 "General Provisions" of the Code of Ordinances, City of San Angelo, Texas is hereby amended by repealing and replacing Articles 1.01 through 1.04 as follows:

" ARTICLE 1.01 CODE OF ORDINANCES

Sec. 1.01.001 Adoption

There is hereby adopted the Code of Ordinances of the City of San Angelo, Texas, as compiled, edited and published by Franklin Legal Publishing, Inc.

Sec. 1.01.002 Designation and citation of code

The ordinances embraced in this chapter and the following chapters, articles and sections shall constitute and be designated the "Code of Ordinances, City of San Angelo, Texas," and may be so cited.

Sec. 1.01.003 Catchlines of articles, divisions and sections

The catchlines of the several articles, divisions and sections of this code are intended as mere catchwords to indicate the contents of the article, division or section and shall not be deemed or taken to be titles of such articles, divisions and sections, nor as any part of the articles, divisions and sections, nor, unless expressly so provided, shall they be so deemed when any of such articles, divisions and sections, including the catchlines, are amended or reenacted.

Sec. 1.01.004 Definitions and rules of construction

In the construction of this code and of all ordinances and resolutions passed by the city council, the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the city council:

Generally. Words shall be construed in their common and usual significance unless the contrary is clearly indicated.

City and town. Each means the City of San Angelo, Texas.

City administrator, city manager, city secretary, chief of police or other city officers. The term “city administrator,” “city manager,” “city secretary,” “chief of police” or other city officer or department shall be construed to mean the city administrator, city manager, city secretary, chief of police or such other municipal officer or department, respectively, of the City of San Angelo, Texas.

Computation of time. Whenever a notice is required to be given or an act to be done a certain length of time before any proceeding shall be had, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

Council. Whenever the term “council” or “city council” or “the council” is used, it shall mean the city council of the City of San Angelo, Texas.

County. The term “county” or “this county” shall mean the County of Tom Green, Texas.

Delegation of authority. Whenever a provision of this Code of Ordinances requires or authorizes an officer or employee of the city to do some act or perform some duty, it shall be construed to authorize such officer or employee to designate, delegate and authorize subordinates to perform the act or duty unless the terms of the provision specifically designate otherwise.

Gender. A word importing the masculine gender only shall extend and be applied to females and to firms, partnerships, associations and corporations, as well as to males.

Joint authority. Words purporting to give authority to three (3) or more officers or other persons shall be construed as giving such authority to a majority of such officers or other persons, unless it is otherwise declared.

May. The word “may” is permissive.

Month. The word “month” shall mean a calendar month.

Must and shall. Each is mandatory.

Number. Any word importing the singular number shall include the plural, and any word importing the plural number shall include the singular.

Oath. The word “oath” shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words “swear” and “sworn” shall be equivalent to the words “affirm” and “affirmed.”

Official time standard. Whenever certain hours are named in this code, they shall mean standard time or daylight saving time, as may be in current use in the city.

Or, and. The word “or” may be read “and,” and the word “and” may be read “or,” as the sense requires it.

Owner. The word “owner,” applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole or of a part of such building or land.

Person. The word “person” shall extend and be applied to associations, corporations, firms, partnerships, organizations, business trusts, estates, trusts, and bodies politic and corporate, as well as to individuals.

Preceding, following. The terms “preceding” and “following” mean next before and next after, respectively.

Property. The word “property” shall mean and include real and personal property.

Real property. The term “real property” shall mean and include lands, tenements and hereditaments.

Sidewalk. The word “sidewalk” shall mean that portion of a street between the curblin and the adjacent property line intended for the use of pedestrians.

Signature or subscription. A signature or subscription shall include a mark when a person cannot write.

State. The term “the state” or “this state” shall be construed to mean the State of Texas.

Street. The word “street” shall have its commonly accepted meaning and shall include highways, sidewalks, alleys, avenues, recessed parking areas and other public rights-of-way, including the entire right-of-way.

Tense. Words used in the past or present tense include the future, as well as the past and present.

V.T.C.S., V.T.P.C., V.T.C.C.P., V.T.C.A. Such abbreviations refer to the divisions of Vernon’s Texas Statutes Annotated.

Written or in writing. The term “written” or “in writing” shall be construed to include any representation of words, letters, or figures, whether by printing or otherwise.

State law reference—“Written” or “in writing” defined, V.T.C.A., Government Code, sec. 312.011.

Year. The word “year” shall mean a calendar year.

Sec. 1.01.005 Severability of parts of code

It is hereby declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this code are severable, and if any phrase, clause, sentence, paragraph or section of this code 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 code, since the same would have been enacted by the city council without the incorporation in the code of any such unconstitutional phrase, clause, sentence, paragraph or section. (Ordinance adopting 1996 Code; 1996 Code, sec. 1.111; Ordinance adopting 2013 Code)

Sec. 1.01.006 Repeal of ordinances

The repeal of an ordinance or any portion thereof shall not repeal the repealing clause of an ordinance or revive any ordinance which has been previously repealed.

Sec. 1.01.007 Amendments or additions to code

All ordinances of a general and permanent nature, and amendments to such ordinances, hereafter enacted or presented to the city council for enactment, shall be drafted, so far as possible, as specific amendments of, or additions to, the Code of Ordinances. Amendments to this code shall be made by reference to the chapter and section of the code which is to be amended, and additions shall bear an appropriate designation of chapter, article and section; provided, however, the failure to do so shall in no way affect the validity or enforceability of such ordinances.

Sec. 1.01.008 Supplementation of code

(a) By contract or by city personnel, supplements to this code shall be prepared and printed whenever authorized or directed by the city council. A supplement to the code shall include all substantive permanent and general parts of ordinances passed by the city council or adopted by initiative and referendum during the period covered by the supplement and all changes made thereby in the code. The pages of a supplement shall be so numbered that they will fit properly into the code and will, where necessary, replace pages that have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the code will be current through the date of the adoption of the latest ordinance included in the supplement.

(b) In preparing a supplement to this code, all portions of the code which have been repealed shall be excluded from the code by omission thereof from reprinted pages.

(c) When preparing a supplement to this code, the codifier (meaning the person, agency or organization authorized to prepare the supplement) may make formal, nonsubstantive changes in ordinances and parts of ordinances included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, the codifier may:

- (1) Organize the ordinance material into appropriate subdivisions;
- (2) Provide appropriate catchlines, headings and titles for articles, sections and other subdivisions of the code printed in the supplement and make changes in such catchlines, headings and titles;

(3) Assign appropriate numbers to articles, sections and other subdivisions to be inserted in the code and, where necessary to accommodate new material, change existing article or section or other subdivision numbers;

(4) Change the words “this ordinance” or words of the same meaning to “this chapter,” “this article,” “this section,” “this subsection,” etc., as the case may be; and

(5) Make other nonsubstantive changes necessary to preserve the original meaning of ordinance material inserted into the code, but in no case shall the codifier make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the code.

Sec. 1.01.009 General penalty for violations of code; continuing violations

(a) Whenever in this code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor or whenever in this code or such ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this code or any such ordinance shall be punished by a fine of not exceeding five hundred dollars (\$500.00).

(b) A fine or penalty for the violation of a rule, ordinance or police regulation that governs fire safety, zoning or public health and sanitation, including the dumping of refuse, may not exceed two thousand dollars (\$2,000.00).

(c) A person convicted of an offense under title 7, subtitle C, Transportation Code (the Uniform Act Regulating Traffic on Highways) for which another penalty is not provided shall be punished by a fine of not less than one dollar (\$1.00) or more than two hundred dollars (\$200.00) plus such other penalties and costs as may be provided by such subtitle C.

(d) Unless otherwise specifically stated in this code, any violation of this code or of any ordinance that is punishable by a fine that does not exceed five hundred dollars (\$500.00) does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense. Unless otherwise specifically stated in this code, any violation of this code or of any ordinance that is punishable by a fine that exceeds five hundred dollars (\$500.00) shall require a culpable mental state.

(e) No penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.

(f) Unless otherwise stated in this code or in any ordinance, each day any violation of this code or of any ordinance shall continue shall constitute a separate offense.

(g) In the event that any such violation is designated as a nuisance under the provisions of this code, such nuisance may be summarily abated by the city. In addition

to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Sec. 1.01.010 Default in payment of fine

Any non-indigent person in default of payment of any fine imposed by the judge of the municipal court may be imprisoned in the county jail. For each day served such person shall be given credit for that portion of his fine as is authorized and required by state law.

Sec. 1.01.011 License revocation as penalty

When a person is convicted of a violation of this code in connection with any business or activity which requires a permit or license to be issued by the city, such license or permit may also be revoked as a part of the penalty.

Sec. 1.01.012 Enforcement of code

(a) Authority. Any person employed by the city as a code enforcement officer, a peace officer, or a person specifically authorized by the City Manager or designee shall have authority to issue citations for violations of any regulation enacted by the city.

(b) Uniforms and badges. The department head shall provide sufficient uniforms, insignia, badges, or other indicia of authority for adequate identification of code enforcement officers.

(c) Appearance in court required. Any person who violates or causes to be violated any of the provisions of this code may be arrested upon written complaint and shall be taken immediately before the judge of the municipal court when such person refuses to give his written promise to appear in court as hereinafter provided.

(1) Whenever any person violates a regulation enacted by the city the peace officer or code enforcement officer, or designated official ("enforcement officer" herein) shall prepare in duplicate written notice to appear in municipal court, containing the name and address of such person, the offense with which the person is charged, and the time and place, when and where such person shall appear in municipal court. Such person must give his written promise to appear in court by signing in duplicate the written notice prepared by the enforcement officer, such appearance to be at least ten (10) days from such date unless an earlier hearing is demanded. The original of such notice shall be retained by the enforcement officer and a copy thereof delivered to such person, and thereupon, the enforcement officer shall forthwith release such person. If such person refuses to sign such notice, he may be arrested by a peace officer and taken before the judge of the municipal court.

(2) Any person intentionally or knowingly violating any part of his written promise to appear in court, given as provided in this section, is guilty of a class C misdemeanor regardless of the disposition of the original charge.

Sec. 1.01.013 Acceptance of gifts or favors

No officer or employee of the city shall accept any frank, free ticket, passes or service or anything of value, directly or indirectly, from any person, firm or corporation, upon terms more favorable than are granted to the public, and any violation of this section shall be punishable as provided elsewhere in this code and on conviction thereof such office or employment shall be forfeited.

ARTICLE 1.02 CITY COUNCIL

Sec. 1.02.001 Qualifications

The mayor and each councilmember shall not be the owner of stock in any public utility or public service corporation within the city; nor in the employ of any owner of stock in any public utility or public service corporation.

Sec. 1.02.002 Establishing major departments or service areas

(a) The city shall be comprised of the following eleven (11) major departments or service areas:

- (1) City management;
- (2) Human Resources and Risk Management Services;
- (3) Community planning and development services;
- (4) Parks and recreation services;
- (5) Health services;
- (6) Fire and emergency medical services;
- (7) Police department;
- (8) Public works services;
- (9) Water and water reclamation services.
- (10) Finance Services
- (11) Neighborhood and Family Services
- (12) Economic Development Services

(b) The city manager shall:

- (1) Appoint, with the advice and consent of Council, an officer (henceforth to be called “service area directors”) to manage each of the service areas, with the exception of the chief of police, who is elected to serve as the director of the police department;
- (2) Determine the responsibilities, duties and qualifications for each such position;
- (3) Determine what services shall be provided by each service area or department; and
- (4) Assign smaller departments, divisions and offices to service areas and shall have authority to organize or reorganize service areas with divisions that are necessary to provide services in an effective and efficient manner.

Sec. 1.02.003 Special Meetings

Special meetings may be called as deemed necessary by a consensus of the council based upon recommendation of the city manager at any time the council deems it advisable.

Sec. 1.02.004 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.

Sec. 1.02.005 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. A law enforcement officer as designated by the City Manager 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.

- (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.

Sec. 1.02.007 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.

Sec. 1.02.008 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.

Sec. 1.02.009 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.

Sec. 1.02.010 Conflict of interest

(a) In order to assure their independence and impartiality on behalf of the public good, councilmembers are prohibited from using their official positions to influence government decisions in which they have a financial interest or where they have an organizational responsibility or a personal relationship that would present a conflict of interest under chapter 171 of the Local Government Code state law.

(b) In accordance with chapter 176, Local Government Code state law, councilmembers must file annual written disclosures of their economic interests.

(c) Councilmembers shall not take advantage of services or opportunities for personal gain by virtue of their public office that are not available to the public in general.

(d) Councilmembers shall respect and preserve the confidentiality of information provided to them concerning the confidential matters of the city. They must neither disclose confidential information without proper legal authorization nor use such information to advance the personal, financial or private interests of themselves or others.

(e) Councilmembers should avoid any action that could be construed as, or create the appearance of, using public office for personal gain, including use of city stationery or other city resources to obtain or promote personal business.

(f) In keeping with their role as stewards of the public interest, councilmembers shall not appear on behalf of the private interests of a third party before the city council or any board, commission or committee or proceeding of the city, except as permitted by law.

(g) To the best of their ability, councilmembers shall represent the official policies and positions of the city council. When presenting their personal opinions or positions publicly, members shall explicitly state they do not represent the council or the city.

Sec. 1.02.011 Training requirements

In an effort to educate and include the city council on the intensity of training provided to city employees, the council shall be required to participate and attend mandatory training in accordance to the city personnel policies for city employees, including, but not limited to, state-mandated training for elected officials, orientation, sexual harassment prevention, and diversity training.

Sec. 1.02.012 Travel expenses and reimbursement

(a) The purpose of these regulations is to establish the policies and procedures for councilmembers who travel on official city business either in-state or out-of-state. Such travel shall include attendance at conferences, seminars, and training sessions on behalf of the city. The city shall pay reasonable expenses for registration fees, lodging, meals, transportation, and all allowable miscellaneous expenses for the councilmember only. Councilmembers will be reimbursed for their documented travel expenses as well as any documented expenses (except for alcoholic beverages) associated with conducting city business. Councilmembers shall be reimbursed in accordance with the terms contained within the employee travel expense policy. This policy shall supersede any existing policy.

(b) Councilmembers requesting advance travel shall provide a travel settlement for such expenses upon return and no later than five days of return and in accordance with the terms contained within the employee travel expense policy. Travel settlement forms should document all expenses as required. Councilmembers must return any excess advance monies or request additional payment to cover outstanding expenses at that time. Finance will provide a receipt for any excess monies returned.

(c) Any councilmember with two or more outstanding travel settlements may not apply for a future advance travel request until such settlements have been submitted and, if required, paid. Confirmation of settlement shall be made by the finance director.

Sec. 1.02.013 Use of city property

(a) Limited to lawful business of city. No person or persons other than city officials or employees shall use any city-owned equipment, tools or paraphernalia other than for the purpose of conducting the lawful business of the city.

(b) Use for private purposes by city official, employee, etc. No city official, city employee or other person shall borrow, take or remove any city-owned equipment, tools or paraphernalia for private use.

(c) Loan by city official, employee, etc. No city official, city employee or any other person shall lend, give or transfer possession of such city-owned equipment, tools or paraphernalia to any other city official, employee or any other person with knowledge that the same shall be used for private purposes.

Sec. 1.02.014 Council direct expenses

(a) Direct expenses benefits can be reimbursed for those duties required or the individual will be provided the materials necessary to carry out the role as a councilmember. Such items include, but are not limited to, mobile phone or pager, high speed internet, laptop, or any other equipment or technology that may be required.

(b) Councilmembers shall comply with the city's information technology system and software use policy. They shall be responsible for the safety and security of the equipment while assigned during the term of office and that it will be returned to the city upon the end of the term. The equipment is to be used for the sole purpose of city-related business as outlined in the technology system and software use policy and, therefore, is subject to provisions of the Texas Public Information Act. All maintenance/upgrades and/or software installation to the equipment shall be performed by the city's information services department.

Sec. 1.02.015 Violations of code of ethics or code of conduct

(a) City council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the council. Serious infractions of the code of ethics or code of conduct could lead to other sanctions as deemed appropriate by council. Councilmembers should point out to the offending councilmember infractions of the code of ethics or code of conduct. If the offenses continue, then the matter should be referred to the mayor in private. If the mayor is the individual whose actions are being challenged, then the matter should be referred to the mayor pro tempore.

(b) It is the responsibility of the mayor to advise the city manager and city attorney of the situation. Upon review, the mayor shall initiate action if a councilmember's behavior may warrant sanction. If no action is taken by the mayor, the alleged violation(s) can be brought up with the full council in executive session and/or a public meeting. If violation of the code of ethics or code of conduct is outside of the observed behaviors by the mayor or councilmembers, the alleged violation should be referred to the mayor. The mayor should ask the city manager and/or the city attorney to investigate the allegation and report the findings to the mayor. It is the mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full council to consider in a public meeting; or forming a council ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for council consideration.

ARTICLE 1.03 ORDINANCES

Sec. 1.03.001 Adoption

The city council shall follow the procedures established in the city charter.

Sec. 1.03.002 Reconsideration

(a) The city council shall only reconsider an ordinance which has been adopted by the city under the following circumstances:

(1) If six (6) months or more have passed since such ordinance became effective, a councilmember may request that the repeal or amendment of the ordinance be placed on the council's agenda for consideration.

(2) If the ordinance has been effective for less than six (6) months, four (4) members of the city council must vote to place consideration of repeal or amendment of such ordinance on the council's agenda of a future council meeting.

(3) Regardless of how long such ordinance has been in effect, if repeal or amendment of such ordinance is required by law, the city manager or a city council member may place discussion of such ordinance on council's agenda.

(b) The city council shall only reconsider an ordinance which has failed to be adopted by the city under the following circumstances:

(1) If six (6) months or more have passed since such ordinance was defeated, a councilmember may request that the ordinance be placed on the council's agenda for consideration.

(2) If less than six (6) months have passed since the ordinance was defeated, four (4) members of the city council must vote to place consideration of such ordinance on the council's agenda of a future council meeting.

(3) Regardless of when such ordinance was defeated, if such ordinance is required by law, the city manager or a city council member may place discussion of such ordinance on council's agenda.

Article 1.04 RESERVED"

2) THAT all remaining subsections of Chapter 1 not amended by this ordinance remain in full force and effect.

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

SEVERABILITY:

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

4) THAT, this Ordinance shall be effective on, from and after passage.

INTRODUCED on the 16th day of August, 2016, and finally PASSED, APPROVED and ADOPTED on this the 6th day of September, 2016.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

Kendrick, Bryan

From: info@cosatx.us
Sent: Monday, July 11, 2016 1:23 PM
To: Kendrick, Bryan; Franco, Maria
Subject: City of San Angelo, TX Boards and Commissions application

A new entry to a form/survey has been submitted.

Form Name: Boards and Commissions application
Date & Time: 07/11/2016 11:23 AM
Response #: 48
Submitter ID: 10428
IP address: 208.180.246.16
Time to complete: 13 min. , 29 sec.

Survey Details

Page 1

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: Victor Ewald Schulze
Address: 4205 Lexington Place
ZIP code: 76904
Home/mobile phone: 325-212-1666
Office/mobile phone: 325-658-5020
Resident of San Angelo since (year): 16
City Council Single-Member District in which you reside: 6
Registered San Angelo voter? (yes or no) yes
Occupation/business affiliation: Main Street Animal Clinic
Occupation/business address: 703 North Main
Title/position: Associate Veterinarian
Email: vschulze10@gmail.com

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

7-11-2016

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) Animal Shelter Advisory Committee*

5. Recommended by:

(Name): Jenie Wilson

6. Based on your board selection, do you meet the membership criteria?

(o) Yes

7. If so, which criteria?

I am local veterinarian who has lived in San Angelo since 1999 and actively working as a veterinarian for the past 6 years. I have done work for the shelter in the past until recently. I have been working with Concho Valley PAWS for the past 3 years assisting with the veterinary care of their animals.

8. Tell us about yourself.

Education and/or professional licenses:

I graduated from Central high school and Angelo State University. I went on to receive my doctorate in Veterinary Medicine from Texas A&M University. I am licensed through the Texas State Veterinary Board and a member in good standing. I am an active member in the AVMA and TVMA.

Current municipal and civic organization memberships (positions and dates):

none

Previous municipal experience (positions, dates, where):

none

What personal qualifications can you bring to the board?

I have previously been on chairs and leadership positions of various college honor societies. My years of veterinary service and years with animal rescue have given me valuable insight on the public's concerns and opinions of animal welfare laws in the city.

What is your personal vision for the City?

I would truly like to see a common easy to follow and enforceable laws. Laws must be applied equally and uniformly across the city. In my opinion, if a person does wish to have intact animals for breeding purposes, a non-commercial breeders license should be allowed for a residential area. Such licenses would enable active monitoring of intact pets and more compliance from the general public. It would also respect the rights of the owner.

Why do you want to serve on this board?

I was asked by the current chair, Jenie Wilson, to serve. I consider the invitation an honor and gladly serve the community.

Is there anything else you would like to share about yourself?

My family has long been a part of the San Angelo Community since 1950.

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

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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: David Howard
Address: 5906 Lyndhurst
ZIP code: 76901
Home/mobile phone: 325-656-6491
Office/mobile phone: 325-659-8011
Resident of San Angelo since (year): 1965
City Council Single-Member District in which you reside: District 6
Registered San Angelo voter? (yes or no) yes
Occupation/business affiliation: Police Officer
Occupation/business address: 401 E Beauregard
Title/position: Assistant Chief
Email: david.howard@sanangelopolice.org

- 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

08/11/16

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) Animal Shelter Advisory Committee*

5. Recommended by:

(Name): James Flores

6. Based on your board selection, do you meet the membership criteria?

(o) Yes

7. If so, which criteria?

A resident of the City of San Angelo. I do not have any other affiliation, membership or association.

8. Tell us about yourself.

Education and/or professional licenses:

I was born and raised in San Angelo. After graduating from San Angelo Central High School in 1983. I attended San Angelo State University where I was enrolled in the Criminal Justice Program. In 1988, I was hired by the San Angelo Police Department. I was promoted to Master Police Officer in October of 1994, Sergeant in July of 2001, and Lieutenant on March 25th 2010.

During my career, I have been assigned to the Patrol Division, the K-9 Unit, the Rio Concho Multi-Agency Drug Enforcement Task Force, the San Angelo Police Department Narcotics Division as an investigator and then supervisor. I also have served as a supervisor of the Community Services Division, Commander over a Patrol Shift, and as the Police Department Public Information Officer, I was also Commander over the Criminal Investigations Division. I was promoted to Assistant Chief over Support Services on June 18th, 2016.

Current municipal and civic organization memberships (positions and dates):

I am a current member of the Texas Municipal Police Officers Association.

Previous municipal experience (positions, dates, where):

I have been a city employee for 28 years. I am familiar with the various departments within the city and their functions.

What personal qualifications can you bring to the board?

I have been a pet owner my whole life. I was a K-9 Handler with the Police Department for approximately 9 years. During this time I received extensive training in animal behavior.

What is your personal vision for the City?

I want a good quality of life for the citizens of San Angelo. The City needs to be a safe environment to work and live.

Why do you want to serve on this board?

I was approached by James Flores and asked if I would like to be on this board. I do support the vision of working toward the goal of being a "no kill" shelter.

Is there anything else you would like to share about yourself?

I have been married to my wonderful wife for 28 yrs.

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 have 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

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