



City Council Agenda 09/20/2016

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on September 20, 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 United Way of the Concho Valley's 2016 campaign, whose theme is "United Way Matters" and whose chairman is Civic Events Manager Sidney Walker.
- b. "RSVP Volunteer Recognition Day" September 29, 2016 to be accepted by West Texas RSVP Director Dolores Schwertner
- c. "Family Health & Fitness Day" September 25, 2016 to be accepted by Child Hunger Outreach Specialist Betty Teston

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 September 6, 2016 City Council regular meeting minutes (B.Kendrick)
- b. Consider a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) Services; making provision for city participation in the costs associated with the MHU not to exceed \$117,570, for fiscal year 2016-2017; and finding a public purpose and benefit (F. Carter)
- c. Consider a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services; making provision for city participation in the costs associated with the CIU not to exceed \$42,919, for fiscal year 2016-2017; and finding a public purpose and benefit (F. Carter)

- d. Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following properties: (C. Preas)

Lot 4, Block 11, Mineola Addition; Galilee Community Development Corporation (\$750)

Lot 4, Block 69, Miles Addition; Lorenzo A. and Maria Carmen Cuellar (\$750)

- e. Resolution authorizing the expenditure up to and not to exceed \$115,000 of TIRZ funds for design and surveying services for widening West Concho Avenue from South Koenigheim Street to South Randolph Street - (J. James)
- f. Resolution authorizing the expenditure of \$120,000 of TIRZ funds assisting with the existing Transportation Enhancement Grant Project for bicycle and pedestrian improvements along Martin Luther King Blvd, Rio Concho Drive, and south of downtown San Angelo. The City is required to match approximately \$260,000. The TIRZ board unanimously supported use of TIRZ funds. - (J. James)
- g. Consider approving an agreement between the City of San Angelo and ATMOS Energy in the amount of \$28,500 for the execution of a low income weatherization program for San Angelo citizens who are ATMOS customers and authorizing the City Manager or his designee to execute related documents (B.Salas)
- h. Consider awarding RFB FS-06-16 Truck Chassis with Dump System to Summit Truck Group (San Angelo, TX) in the amount of \$206,000 per fiscal year, budgeted each fiscal year, for the purchase of one (1) unit (with the option to purchase one (1) additional unit), and authorizing the City Manager or designee to execute any related documents (R.Kramer)
- i. Consider a resolution authorizing the City Manager, or designee, to execute an aerial easement over a 20-foot by 50-foot portion of a public alley adjacent to Lots 6 through 15 in Block N of the Miles Addition of the subject property at 316 Martin Luther King Drive (J. James)
- j. Consider approving a contract to lease uniforms from UniFirst through BuyBoard contract #507-16 in the amount of \$32,000 per fiscal year, budgeted each fiscal year by department with the option to add departments currently on the uniform purchasing program at an estimated cost of \$375 per employee, and authorizing the City Manager to negotiate and execute all related documents (J.Antilley)
- k. Consideration of approving a fifth amendment to the agreement with Concho Valley Transit District in the amount of \$0 and authorizing City Manager to negotiate and execute all related documents (M. Chegwidden)

- l. Second public hearing and adoption of an ordinance levying property taxes for the City of San Angelo for the 2016 tax year.

An ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2016-2017 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated web site; and, providing for an effective date - (M. Chegwiddden)

- m. Second public hearing and adoption of an ordinance amending the 2015-2016 budget for grants and program expenses (M. Chegwiddden)
- n. Second reading and consider adopting an ordinance amending Chapter 7 "Health and Sanitation", Article 7.02 "Property Maintenance", Section 7.02.063 "Weeds & vegetation" of the San Angelo Code of Ordinances to add affirmative defenses in cases where developed property is ten (10) acres or more (J. Flores)

6. Regular Agenda

- a. Update on the Sherwood Way Improvement Project - (Requested by Council Member Farmer and Presentation by John Dewitt, Jr., TxDot Director of Transportation Planning and Development)
- b. Consider a resolution authorizing the City Manager to negotiate and execute a construction contract with Reece Albert, Inc. pursuant to RFB No. ES-03-16 MLK Transportation Enhancement Project for street reconstruction, sidewalk and ADA accessibility, bicycle elements and utility construction services in the sum of \$5,806,443 with a 10% contingency for a total amount of \$6,387,088 (R.Pehl)
- c. First Reading and Public Hearing for Case VP16-01, an Ordinance approving a request to authorize an amendment to the Vision Plan component of the San Angelo Comprehensive Plan adopted in 2009, to change the Future Land Use designation from "Neighborhood Center" to "Neighborhood," on an approximately 0.14 acre tract, located at 14 South Bishop Street. (Presentation by Planning & Development Director Jon James)
- d. First Reading and Public Hearing for Case Z16-05, an Ordinance approving a request to authorize a rezoning from General Commercial/Heavy Commercial (CG/CH) Zoning District to the Two-Family Residential (RS-2) Zoning District for property located at 14 South Bishop Street, on 0.14 acres. (Presentation by Planning & Development Director Jon James)
- e. First public hearing and consideration of amending Chapter 7, Article 7.02 "Property Maintenance" Section 7.02.070 "Abatement, expenses and lien" to allow citizens an option to request a judicial case review and recommendation prior to abatement - (Presentation by Assistant Director of Neighborhood & Family Services James Flores)

f. Consider the following items related to the budget:

1. Second public hearing and adoption of an ordinance of the City of San Angelo approving and adopting the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017; Authorizing employee compensation schedules; Providing for the general appropriation of funds; Reserving unto the City Council the authority to transfer appropriations budgeted, ratifying transfers of appropriations occurring in the 2015-2016 fiscal year and amending that budget ordinance accordingly; Providing for lapse of all unencumbered or unobligated funds for the prior fiscal year and for carryover of all appropriations of encumbered, obligated or restricted funds; Reserving unto the City Council the power, only as permitted by law, to amend or make changes in the budget for municipal purposes; Providing authority for the city manager or his designee to make certain adjustments from time to time in or between budgeted allocations; Authorizing the city manager or his designee to apply for certain grants and execute any related documents; and, providing for filing of the budget.

This budget will raise more total property taxes than last year's budget by \$1,495,628 (4.34%), and of that amount, \$442,215 is tax revenue to be raised from new property added to the tax roll this year

2. Authorize the City Manager to negotiate and execute an amendment to the Meet and Confer Agreement, as necessary - (Presentation by Budget Manager Morgan Chegwiddden)

7. Closed Session

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

- a. Section 551.074(1) to deliberate the annual evaluation of the City Manager.
- b. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property related to Lot 1, Group 7, Lake Nasworthy Addition.
- c. 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.
- d. 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. Assignment of rights Hickory wellfield property
 2. The Martifer Hirschfeld agreement

- e. 551.087(2) to deliberate the offer of a financial or other incentive to an aeronautical services company at the airport

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive/Closed Session, if needed
- b. 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 16th day of September 2016, at 2:30 p.m.

Bryan Kendrick, City Clerk

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

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

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

Recognition

The United Way of the Concho Valley matters. That's both the theme for this year's United Way fundraising campaign, and it's the honest truth.

Through year's end, United Way staff and volunteers will be raising money by hosting scores of fundraisers and by visiting local employers. During those visits they will be asking their neighbors to consider helping others in our community who are far less fortunate. The end goal is always the same: To raise as much money possible to help as many people possible. We understand economic times are hard for many United Way donors; at the same time, that means the needs are greater than ever before.

Does the United Way matter? To the battered woman who finds safe haven at ICD Family Shelter, yes, the United Way matters. To the abused youngsters served by the Children's Advocacy Center, the United Way definitely matters. For the families who rely upon the YMCA for after-school care, the United Way certainly matters. And the list goes on – 19 programs – all of which matter – offered by 17 local non-profits.

As a result, no other form of charitable giving is more efficient and effective. One gift can literally touch hundreds of lives impacted by the worst social ills we see in our community. The City of San Angelo supports the United Way, and we ask that you please consider doing the same.

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

The United Way of the Concho Valley

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

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 20th day of September, 2016.

Dwain Morrison

Mayor of the City of San Angelo

Proclamation

The 35th Annual West Texas RSVP Volunteer Recognition Event will recognize those who serve

We will be honoring "All-Star" RSVP Volunteers and their commitment to "stepping up to the plate and hitting it out of the park" through their volunteer service

This annual event will honor 456 volunteers who represent hope for many, unity, inclusion, and kindness to others - the very principles that are fundamental American values

The West Texas "All-Star" RSVP team leverages individual strengths into a cohesive group where everyone works together toward accomplishing the same goal

The theme this year is baseball and volunteering - an American tradition

Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim September 29, 2016 as

"RSVP Volunteer Recognition Day"

in the Concho Valley focusing on volunteer engagement, recognition, inspiration and more.

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 20th day of September, 2016.

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

The Mayor's Wellness Partnership is presenting the first annual Family Health and Fitness Day with the purpose to increase good health awareness and promote family involvement in physical activity. This a national event that meets one of the goals of the U.S. General's Report on Physical Activity and Health. The report made it clear that health benefits can be obtained from moderate physical activity on a regular basis

The Mayor's Wellness Partnership was established under the Health and Wellness Task Force of the Tom Green County Hunger Coalition. The mission is to encourage, educate and empower the community through programs that promote a healthier body, mind and spirit. The vision is to work toward a healthy and vibrant community

This event shall offer the opportunity to participate in a run and /or walk on the Red Arroyo Trail and free health screenings, as well as education and information about health and fitness topics

This event is free to the community and encourages families of all ages to participate as area agencies and businesses provide information and support the Mayor's Wellness Partnership

Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim September 25, 2016 as

"Family Health and Fitness Day"

in San Angelo encourages all citizens to support the initiative and come to Unidad Park from 2pm-4pm to enjoy the activities and adopt a healthy, active lifestyle.

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 20th day of September, 2016.

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, September 6, 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 8:36 a.m. on Tuesday, September 6, 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 Janie Kelley with Unity Spiritual Center; and the pledges were led by Airport Director Luis Elguezabal.

3. Proclamations/Recognitions

The City of San Angelo & Tom Green County was recognized by DSHS TXHC Representative Rachel Coughlin for achieving Silver level in the Department of State Health Services Texas Healthy Communities Program (Spring 2016).

Public Information Officer Anthony Wilson was recognized for graduating from the Certified Public Communicator program at Texas Christian University.

September 2016 was proclaimed "National Childhood Cancer Awareness Month" and the proclamation was accepted by Becky Powers.

September 8th - 21st, 2016 was proclaimed "Your Peace Matters! 2016 Season of Peace" and the proclamation was accepted by Becky Benes and Valerie Queen (Peace Ambassadors of West Texas).

4. Public Comment

Child Hunger Outreach Specialist Betty Teston invited everyone to Unidad Park for a Family Fitness Day on September 25th.

Council Member Farmer thanked staff for their efforts in coordinating the upcoming Ports-to-Plains conference.

Council Member Carter recognized the renovation of El Patio Inn and its impact on the area.

Council Member Richardson thanked the citizens of San Angelo for the opportunity to attend the Texas Municipal League training for newly elected officials.

5. Consent Agenda

- a. Approval of the:

1. August 11, 2016 City Council Budget Workshop minutes
 2. August 16, 2016 City Council regular meeting minutes
- b. Approval of a resolution accepting the U.S. Department of Justice FY 2016 Justice Assistance Grant in the amount of \$23,661 and authorizing the City Manager or his designee to execute such grant award and related documents as may be necessary or convenient for acceptance of the grant.
 - c. Approval of declaring 201 Burlington Rd. surplus property and disposing of said surplus property for the highest sealed bid, being \$13,100 submitted by Miguel Duran and authorizing the Mayor, City Manager or his designee to execute all documents necessary to convey the surface estate only in the surplus property by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and ground water rights.
 - d. Approval of authorizing the sale of the following Lake Nasworthy property to current residential lake lot lease holder for the appraised value:
 1. Lot 6, Block 1, Sec. 1, Red Bluff Group, Lake Nasworthy Addition (2722 Red Bluff Road) \$109,000
 2. Lot 6A, Block 1, Group 13, Lake Nasworthy Addition (2021 Willow Rd.) \$62,000
 - e. Approval of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property: Lot 6, Block 2, Fort Concho Vista Addition; Mary Lou Reyes (\$1,000)
 - f. Approval of amendment no. 1 to the lease and license agreement between the City of San Angelo and Above the Clouds, LLC, allowing Above the Clouds, LLC to sell beer and wine within their leased premises at San Angelo Regional Airport.
 - g. Approval of a resolution authorizing the City Manager to execute an agreement with the Concho Valley Center for Human Advancement d/b/a MHMR Services to fund community mental health and mental retardation programs and services for the 2016-2017 fiscal year with an amount of \$55,423, currently proposed in FY2017 Budget.
 - h. Approval of accepting the appointment of and enter into contract with Dr. Stephen Seifert as the Local Health Authority to be compensated in the amount of \$24,000 per year, currently proposed in FY2017 Budget.
 - i. Approval of an Interlocal Agreement with Concho Valley Transit District to facilitate the provision and installation of signage along fixed bus routes within the City and authorizing City Manager to negotiate and execute all related documents.
 - j. Ratification of a resolution by COSADC approving an economic development (BREP) incentive to CalTech Software Systems Inc. in the amount of \$603,050, and authorizing the Board President to negotiate and execute a performance agreement.
 - k. Ratification of the COSADC acceptance of an offer by INVERMEX, LLC for the purchase of 4.25 acres more or less at the Business & Industrial Park at a sales price of \$29,000 per acre and authorizing the Board President to negotiate and execute a real estate sales contract subject to approval by City Council.
 - l. Ratification of the COSADC approval authorizing the Board President to negotiate and execute professional services contracts not to exceed \$30,000, to include design, engineering and surveying services, with professional services providers deemed qualified by the City Council for the City of San Angelo pursuant to PUR-03-14 for Indefinite Delivery Indefinite Quantity professional services, and ES-04-15 for Indefinite Delivery Indefinite Quantity Professional Services, Infrastructure Engineering and Surveying Services, as needed for approved ½ cent sales tax projects.

- m. Approval of a resolution supporting United States Army Special Operations Command, UWEX 16 Exercise, Realistic Military Training concept training within the City limits from March 10th to June 5th 2017.
- n. Approval of a contract with Cellco Partnership d/b/a Verizon Wireless and its related entities for purchase of wireless services and products under DIR-TSO-3415, and authorizing the City Manager to execute the contract in substantially the attached form, and any related documents.
- o. Approval of a revised Memorandum of Understanding by and between the City of San Angelo and the San Angelo Metropolitan Planning Organization.
- p. Approval of the second 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.
- q. Approval of the second reading and consider adopting an ordinance amending Chapter One "General Provisions" of the Code of Ordinances.

Motion: Council Member Farmer made a motion, seconded by Council Member Richardson, to approve the Consent Agenda, with the exception of items 5i, 5j, 5l, and 5m. The motion carried unanimously seven (7) ayes to zero (0) nays.

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

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve item 5j, as presented.

Responding to questions from citizen Steve Hampton Business Retention Expansion Coordinator Bob Schneeman explained the process for this economic incentive contract.

The motion carried unanimously six (6) ayes to zero (0) nays, with Council Member Thomas' recusal from the vote.

Motion: Council Member Farmer made a motion, seconded by Council Member Self, to approve item 5l. The motion carried unanimously seven (7) ayes to zero (0) nays.

Motion: Council Member Farmer made a motion, seconded by Council Member Thomas, to approve item 5m.

Citizens Steve Hampton and R.A. Cantrell expressed concerns related to military operations inside the city limits.

The motion carried five (5) ayes to two (2) nays with Mayor Morrison and Council Member Richardson casting the dissenting votes.

6. **Regular Agenda**

- a. Discussion and direction related to regulation of Pay Day Loans within the city limits.
This item was requested by Council Member Bill Richardson.

Council Members Richardson, Self, Thomas, Gonzales and Mayor Morrison expressed concerns related to predatory loans.

Council Member Farmer noted the validity of the concerns related to these types of loans, but expressed additional concerns over infringing on business owner rights and the possible impact local employment. Council Member Carter concurred with Council Member Farmer.

Several citizens spoke in support in the need for regulating this industry.

Consensus of Council was for staff to bring a proposed ordinance for discussion at a future meeting.

- b. Approval of an amendment to WU-14-13 with Alan Plummer Associates for the Direct Potable Reuse Pilot Project in the amount of \$300,000 to incorporate grant funding from the Bureau of Reclamation WaterSMART Title XVI Water Reclamation and Reuse Program, and authorizing the City Manager or designee to execute any related documents

A presentation was made by Water Utilities Assistant Director Allison Strube

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to TEXT. The motion carried (5) ayes to (1) nays, with Council Member Richardson casting the dissenting vote. *Council Member Farmer had left the meeting before this item.*

- c. Discussion and possible action on infrastructure rehabilitation prioritization and financing - A presentation was made by Water Utilities Director Bill Riley

Motion: Council Member Richardson made a motion, seconded by Council Member Thomas, to leverage the Cash Funded Capital amount allowed in the Water Rate Plan as debt service for the funding of infrastructure rehabilitation needs. The motion carried unanimously (7) ayes to (0) nays.

- d. Approval of first public hearing and consideration of amending Chapter 7 "Health and Sanitation", Article 7.02 "Property Maintenance", Section 7.02.063 "Weeds & vegetation" of the San Angelo Code of Ordinances to add affirmative defenses in cases where developed property is ten (10) acres or more

This item was taken out of order before item 5b.

A presentation was made by Assistant Director of Neighborhood & Family Services James Flores.

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

- e. Discussion and possible action to amend Chapter 7, Article 7.02 "Property Maintenance" Section 7.02.070 "Abatement, expenses and lien" to allow citizens an option to request a judicial case review and recommendation prior to abatement

This item was taken out of order before item 5b.

A presentation was made by Assistant Director of Neighborhood & Family Services James Flores.

Judge Allen Gilbert confirmed that the ordinance with option 3, to provide for an administrative hearing prior to abatement, would give the citizens an option to appeal to Municipal Court.

Developer Tony Jones expressed concerns related to the timing of notices of violation and the scheduling of work to remedy the situation within the given time frame.

Motion: Council Member Richardson made a motion, seconded by Council Member Gonzales, to approve the ordinance with option 3, to provide for an administrative hearing prior to abatement, as presented. The motion carried unanimously (7) ayes to (0) nays.

- f. Consider allocating up to \$500,000 for capital projects including \$450,000 from the Civic Events Fund's fund balance for facility improvements.

A presentation was made by Civic Events Manager Sidney Walker.

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

g. Discussion and consideration of matters related to the fiscal year 2016-2017 operating budget including:

1. First public hearing and introduction of an ordinance of the City of San Angelo approving and adopting the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017; Authorizing employee compensation schedules; Providing for the general appropriation of funds; Reserving unto the City Council the authority to transfer appropriations budgeted, ratifying transfers of appropriations occurring in the 2015-2016 fiscal year and amending that budget ordinance accordingly; Providing for lapse of all unencumbered or unobligated funds for the prior fiscal year and for carryover of all appropriations of encumbered, obligated or restricted funds; Reserving unto the City Council the power, only as permitted by law, to amend or make changes in the budget for municipal purposes; Providing authority for the city manager or his designee to make certain adjustments from time to time in or between budgeted allocations; Authorizing the city manager or his designee to apply for certain grants and execute any related documents; and, providing for filing of the budget.

This budget will raise more total property taxes than last year's budget by \$1,495,628 (4.34%), and of that amount, \$442,215 is tax revenue to be raised from new property added to the tax roll this year.

2. Conduct a separate record vote to ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for the September 6, 2016 regular meeting of the City Council as an action item.

A presentation was made by Budget Manager Morgan Chegwiddden.

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

Motion: Council Member Self made a motion, seconded by Council Member Thomas, to ratify the property tax revenue increase reflected in the budget and place the adoption of the tax rate, as presented. The motion carried unanimously (7) ayes to (0) nays.

h. First public hearing and introduction of an ordinance levying property taxes for the City of San Angelo for the 2016 tax year.

An ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2016-2017 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated web site; and, providing for an effective date.

A presentation was made by Budget Manager Morgan Chegwiddden.

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to ratify the property tax revenue increase reflected in the budget and place the adoption of the tax rate, as presented. The motion carried unanimously (7) ayes to (0) nays.

- i. First public hearing and introduction of an ordinance amending the 2015-2016 budget for grants and program expenses.

A presentation was made by Budget Manager Morgan Chegwiddden.

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

7. Closed Session

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

- a. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property related to Lot 1, Group 7, Lake Nasworthy Addition.
- b. Section 551.074(a)(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee regarding Planning Commission Member Travis Stribling
- c. ~~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.~~
- d. 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. Assignment of rights Hickory wellfield property
 2. ~~The Martifer Hirschfeld agreement~~

8. Follow Up and Administrative Issues

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

No action was taken on this item.

- b. Consideration of approving various Board nominations:

Construction Board of Adjustments and Appeals: David Jacobo (At-Large) to a first term ending February 2018

Design & Historic Review Commission: Ashley Young-Turner (SMD3) to a second term ending September 2018

Fort Concho Museum Board: Brandon Allen (SMD1) to a first term ending January 2019

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

- c. Announcements and consideration of Future Agenda Items.

Council Member Farmer asked for staff to look at the possibility of needed repairs at Unidad Park and the possibility of a meeting with the state on the addition of needed exit ramps on the loop.

Council Member Carter noted the upcoming citywide trash forum.

Council Member Self noted there would be an upcoming town hall meeting concerning flood zones in the county.

Council Member Richardson asked for a meeting to clarify the ordinance on the breeder's permit.

9. Adjournment

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

There being no further business, the meeting was adjourned at 1:55 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: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: September 20, 2016

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) Services; making provision for city participation in the costs associated with the MHU not to exceed \$117,570, for fiscal year 2016-2017; and finding a public purpose and benefit (F. Carter)

Summary/History:

During the Budget process the City Council approved contributions to the County for provision of Mental Health Unit services. The Mental Health Unit responds to crisis calls involving the mentally ill or suicidal or homicidal subjects for assessment and transport to the appropriate and safe facility. This agreement details services which are provided to the City by the Mental Health Unit.

Financial Impact:

The City of San Angelo will pay the County \$117,570 to support the Mental Health Unit. The funds for this are budgeted in the Police Department 2016-2017 budget.

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------|--|
| 1. | Interlocal Agreement | 16-663_PD_AGREEMENT_INTERLOCAL_MHU_TGC-COSA.DOCX |
| 2. | Resolution | 16-663_PD_MENTAL HEALTH UNIT_RESOLUTION_2016-2017.docx |

Presentation:

No

Approvals/Reviews:

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

**INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY
AND THE TOM GREEN COUNTY SHERIFF
FOR SERVICES FROM THE COUNTY MENTAL HEALTH UNIT**

This Interlocal Agreement (hereinafter “this Agreement”) is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between **Tom Green County**, and the Tom Green County Sheriff (hereinafter “County”) and the **City of San Angelo, Texas**, a Texas home rule municipal corporation situated in Tom Green County, Texas, (hereinafter “City”). City and County may be referred to as “Party” or “Parties” herein.

WITNESSETH

WHEREAS, County operates a mental health unit (“MHU”) for the benefit of its citizens and to allow patrol units to return to their law enforcement duties when a mental health situation arises; and

WHEREAS, City desires to support County in this endeavor; and

WHEREAS, this Agreement provides for City to benefit from the operation of the MHU and to contribute to the expenses associated with the MHU;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for City to participate in the costs and benefits associated with the MHU. Any funds expended for undertaking governmental functions under this Agreement shall come from the current funds of the Party.

ARTICLE 2: TERM.

The term of this Agreement shall commence on October 1, 2016 and shall continue in full force and effect until September 30, 2017. This Agreement may be terminated prior to this date in accordance with the termination provisions contained herein.

ARTICLE 3: OBLIGATIONS OF CITY.

City agrees to:

Pay to County One Hundred Seventeen Thousand Five Hundred Seventy and 00/100 dollars (\$117,570.00) upon execution of this Agreement.

ARTICLE 4: OBLIGATIONS OF COUNTY.

County agrees to operate a MHU through the Tom Green County Sheriff's Department. The MHU shall:

1. Consist of five (5) deputies and one (1) supervisor.
2. Operate three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
3. Respond to crisis calls involving the mentally ill or suicidal/homicidal subjects in City and County.
4. Assure that mentally ill and suicidal/homicidal subjects are assessed and transported to appropriate and safe facilities.
5. Utilize the One Hundred Seventeen Thousand Five Hundred Seventy and 00/100 dollars (\$117,570.00) provided by City to support the MHU by paying salaries, providing supplies and equipment, and maintenance of equipment, including automobiles.

ARTICLE 5: NO JOINT ENTERPRISE.

This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service, the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. City agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of County and not of City. Such employees, agents or representatives of either entity are not entitled to benefits conferred on the other entity's employees.

ARTICLE 7: TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the Parties.

ARTICLE 8: EXECUTION.

If the governing body of a Party is required to approve this Agreement, it shall not become effective until approved by the governing body of that Party. In that event, this Agreement shall be executed by the duly authorized official(s) of the Party as expressed in the approving resolution or order of the governing body of said Party.

ARTICLE 9: ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE 10: AMENDMENT.

This Agreement may only be amended by the mutual agreement of the Parties hereto in a writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. All amendments to this Agreement shall be submitted to the City Council and Commissioners Court for their consideration and approval.

ARTICLE 11: SEVERABILITY.

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

ARTICLE 12: FORCE MAJEURE.

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the Parties hereto, it shall not be considered a breach of this Agreement.

ARTICLE 13: EXCLUSIVITY.

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the same or similar service.

ARTICLE 14: NOTICE.

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as

follows:

To County:
Name: Honorable Steve Floyd
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone No.: 325/653-3318
Facsimile No.: 325/659-3258

To City:
Name: The City of San Angelo
Title: Attn: City Manager
Address: 72 West College Ave.
San Angelo, Texas 76903
Telephone No.: 325/657-4241
Facsimile No.: 325/657-4335

ARTICLE NO. 15: APPLICABLE LAW

This Agreement is not intended to create any legal rights enforceable by any third Party against either Party, nor is it intended to waive any rights or defenses available to any Party. City and County will have rights, immunities, and defenses available to them under law. Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under State law.

ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 17: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

(Signature Page to Follow)

EXECUTED in duplicate originals by Tom Green County on this the _____ day of _____, 2016.

TOM GREEN COUNTY:

By:

Steve Floyd, County Judge,
Tom Green County, acting in his official
capacity as County Judge and not
individually

By:

David Jones, Tom Green County
Sheriff, acting in his official capacity as
Sheriff and not individually

ATTEST:

Elizabeth McGill, County Clerk

EXECUTED in duplicate originals by the City of San Angelo on this the _____ day of _____, 2016.

CITY OF SAN ANGELO:

By:

Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

Approved as to content:

By: _____
Frank Carter,
City of San Angelo Police Chief

Approved as to form:

By: _____
Theresa James,
City Attorney

A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH TOM GREEN COUNTY PROVIDING FOR MENTAL HEALTH UNIT (THE MHU) SERVICES; MAKING PROVISION FOR CITY PARTICIPATION IN THE COSTS ASSOCIATED WITH THE MHU NOT TO EXCEED \$117,570, FOR FISCAL YEAR 2016-2017; AND FINDING A PUBLIC PURPOSE AND BENEFIT

WHEREAS, the Mental Health Unit (MHU) is a public service, first responder group that is called out by local law enforcement officer request; and,

WHEREAS, MHU staff respond to crisis calls involving the mentally ill or suicidal or homicidal subjects for assessment and transport to appropriate and safe facilities; and,

WHEREAS, the arrival of the MHU allows the patrol unit to return to their law enforcement duties in a timely manner; and,

WHEREAS, the services of the MHU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County; and,

WHEREAS, the services of the MHU provide a health and safety benefit for the citizens of City and County.

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

1. The services of the Tom Green County MHU are deemed to provide a health and safety benefit for the citizens of the City of San Angelo, Texas which serves a valid public purpose.
2. The City Manager or his designee is hereby authorized to execute the Interlocal Agreement Between The City Of San Angelo And Tom Green County For Services From The MHU, providing for MHU response on request of local law enforcement for the provision of services to the needs of mentally ill, suicidal or homicidal persons in crisis for assessment and transport to appropriate and safe facilities
3. Authorizes City participation in the costs associated with the MHU not to exceed \$117,570, for fiscal year 2016-2017.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services; making provision for city participation in the costs associated with the CIU not to exceed \$42,919, for fiscal year 2016-2017; and finding a public purpose and benefit (F. Carter)

Summary/History:

During the Budget process the City Council approved contributions to the County for provision of the Crisis Intervention Unit service. The Crisis Intervention Unit responds to crisis calls involving crime victims. They provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assist with emergency protective orders for victims of family violence. This agreement details services which are provided to the City by the Crisis Intervention Unit.

Financial Impact:

The City of San Angelo will pay the County \$42,919 to support the Crisis Intervention Unit. The funds for this are budgeted in the Police Department 2016-2017 budget.

Other Information/Recommendation:

Attachments:

1. Interlocal Agreement 16-664_PD_AGREEMENT_INTERLOCAL_CRISIS INTERVENTION UNIT_TGC-COSA.DOCX
2. Resolution 16-664_PD_RESOLUTION_CIU_TGC-COSA.DOCX

Presentation:

No

Approvals/Reviews:

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

**INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY
FOR SERVICES FROM THE COUNTY CRISIS INTERVENTION UNIT**

This Interlocal Agreement (hereinafter "this Agreement") is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between **Tom Green County**, (hereinafter "County") and the **City of San Angelo, Texas**, a Texas home rule municipal corporation situated in Tom Green County, Texas, (hereinafter "City"). City and County may be referred to as "Party" or "Parties" herein.

WITNESSETH

WHEREAS, County operates a crisis intervention unit ("CIU") to provide services to victims of crime; and

WHEREAS, City desires to support County in this endeavor; and

WHEREAS, this Agreement provides for City to benefit from the operation of the CIU and to contribute to the expenses associated with the CIU;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for City to participate in the costs and benefits associated with the CIU.

ARTICLE 2: TERM.

The term of this Agreement shall commence on October 1, 2016 and shall continue in full force and effect until September 30, 2017. This Agreement may be terminated prior to this date in accordance with the termination provisions contained herein.

ARTICLE 3: OBLIGATIONS OF CITY.

City agrees to:

Pay to County Forty-Two Thousand Nine Hundred Nineteen and 00/100 dollars (\$42,919.00) upon execution of this Agreement.

ARTICLE 4: OBLIGATIONS OF COUNTY.

County agrees to operate a CIU through the Tom Green County Sheriff's Department.

The CIU shall:

1. Provide staff and trained civilian volunteers.
2. Operate three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
3. Respond to crisis calls involving crime victims in City and County.
4. Provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assist with emergency protective orders for victims of family violence and stalking and respond to death scenes when requested.
5. Utilize the Forty-Two Thousand Nine Hundred Nineteen and 00/100 dollars (\$42,919.00) provided by City to support the CIU by paying a portion of the salary, benefits and cell phone expenses of the CIU coordinator.

ARTICLE 5: NO JOINT ENTERPRISE.

This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service, the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control. Any funds expended for undertaking the governmental function under this Agreement shall come from the current funds of the Party.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. City agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of County and not of City. Such employees, agents or representatives of either entity are not entitled to benefits conferred on the other entity's employees.

ARTICLE 7: TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the Parties.

ARTICLE 8: EXECUTION.

If the governing body of a Party is required to approve this Agreement, it shall not

become effective until approved by the governing body of that Party. In that event, this Agreement shall be executed by the duly authorized official(s) of the Party as expressed in the approving resolution or order of the governing body of said Party.

ARTICLE 9: ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE 10: AMENDMENT.

This Agreement may only be amended by the mutual agreement of the Parties hereto in a writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. All amendments to this Agreement shall be submitted to the City Council and Commissioners Court for their consideration and approval.

ARTICLE 11: SEVERABILITY.

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

ARTICLE 12: FORCE MAJEURE.

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the Parties hereto, it shall not be considered a breach of this Agreement.

ARTICLE 13: EXCLUSIVITY.

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the same or similar service.

ARTICLE 14: NOTICE.

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:
Name: Honorable Steve Floyd
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone No.: 325/653-3318
Facsimile No.: 325/659-3258

To City:
Name: The City of San Angelo
Title: Attn: City Manager
Address: 72 West College Ave.
San Angelo, Texas 76903
Telephone No.: 325/657-4241
Facsimile No.: 325/657-4335

ARTICLE NO. 15: APPLICABLE LAW

This Agreement is not intended to create any legal rights enforceable by any third Party against either Party, nor is it intended to waive any rights or defenses available to any Party. City and County will have rights, immunities, and defenses available to them under law. Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under state law.

ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 17: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

[Signature Page to Follow]

EXECUTED in duplicate originals by Tom Green County on this the _____ day of _____, 2016.

TOM GREEN COUNTY:

By:

Steve Floyd, County Judge,
Tom Green County, acting in his official
capacity as County Judge and not
individually

By:

David Jones, Tom Green County
Sheriff, acting in his official capacity as
Sheriff and not individually

ATTEST:

Elizabeth McGill, County Clerk

EXECUTED in duplicate originals by the City of San Angelo on this the _____ day of _____, 2016.

CITY OF SAN ANGELO:

By:

Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

Approved as to content:

By: _____
Frank Carter,
City of San Angelo Police Chief

Approved as to form:

By: _____
Theresa James,
City Attorney

A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH TOM GREEN COUNTY PROVIDING FOR CRISIS INTERVENTION UNIT (THE CIU) SERVICES; MAKING PROVISION FOR CITY PARTICIPATION IN THE COSTS ASSOCIATED WITH THE CIU NOT TO EXCEED \$42,919, FOR FISCAL YEAR 2016-2017; AND FINDING A PUBLIC PURPOSE AND BENEFIT

WHEREAS, the Crisis Intervention Unit (CIU) is a public service that assists victims of crime; and,

WHEREAS, CIU staff provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assistance with emergency protective orders and respond to death scenes when requested; and,

WHEREAS, the services of the CIU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County; and,

WHEREAS, the services of the CIU provide a health and safety benefit for the citizens of the City and County;

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

1. The services of the Tom Green County CIU are deemed to provide a health and safety benefit for the citizens of the City of San Angelo, Texas which serves a valid public purpose.
2. The City Manager or his designee is hereby authorized to execute the Interlocal Agreement Between The City Of San Angelo And Tom Green County For Services From The CIU and making provision for City participation in the costs associated with the CIU not to exceed \$42,919, for fiscal year 2016-2017.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Consent Item

Caption:

Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following properties: (C. Preas)

Lot 4, Block 11, Mineola Addition; Galilee Community Development Corporation (\$750)

Lot 4, Block 69, Miles Addition; Lorenzo A. and Maria Carmen Cuellar (\$750)

Summary/History:

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

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|----------------------------------|-----------------------------------|
| 1. | RE Map Mineola Addtn | Map Tax Resale.pdf |
| 2. | RE Property Analysis Mineola | Property Analysis Mineola.pdf |
| 3. | RE Resolution Tax Resale | Tax Resale Resolution.docx |
| 4. | RE Map Miles Addtn | Map Miles Addtn.pdf |
| 5. | RE Property Analysis Miles Addtn | Property Analysis Miles Addtn.pdf |

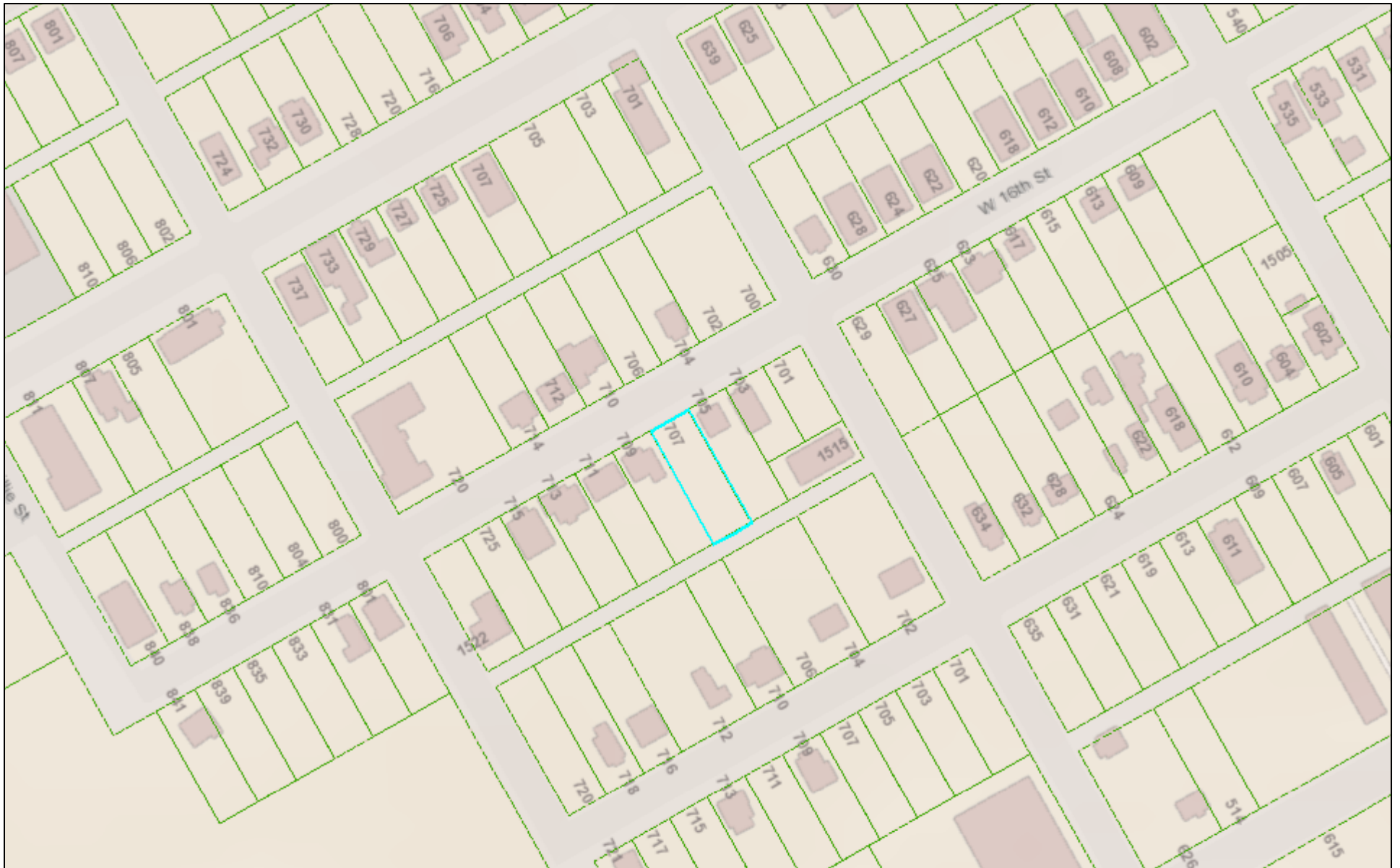
Presentation:

None

Approvals/Reviews:

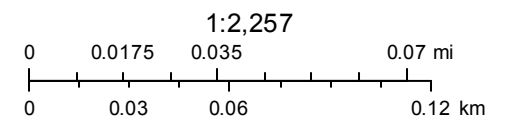
Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	Approved
Anthony Wilson	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

707 W 16th Street



September 9, 2016

 Ownership Parcels



PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 4, Block 11, Mineola Addition, City of San Angelo, Tom Green County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 90, Plat Records of Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: B-02-0095-T

Location: 707 W. 16th Street

City of San Angelo, et al. Victoria W. Buard
vs.

Tax ID Number: Acct #20-34900-0011-005-00

Judgment Date: February 9, 2004

Date of Sheriff's Sale: March 2, 2004

Sheriff's Deed Recorded: March 23, 2004

Years Held in Trust

12 yrs

Adjudge Value: \$ 2,500.00

Urban Redevelopment Program?

NO

Amount of Offer: \$ 750.00

Purchaser: Galilee Community Development Corporation

	Amounts Due		Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
	Fees	Judgment				
Administration Fee	\$500.00		\$500.00	0.00%		\$500.00
Maintenance Fee	\$860.00		\$860.00	10.00%		\$129.00
District Clerk	\$105.00		\$105.00	10.00%		\$15.75
Sheriff's Fee	\$40.00		\$40.00	10.00%		\$6.00
Attorney Fee	\$271.00		\$271.00	10.00%		\$40.65
Municipal Liens	\$ -	\$2,357.82		2.00%		\$47.18
Taxes	\$ -	\$570.41		2.00%		\$11.42
Total	\$1,776.00	\$2,928.23	\$1,776.00		\$0.00	\$750.00
Actual Total Amt Due		\$4,704.23				
Amount Remaining						

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

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

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

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

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

Conveying to:

Galilee Community Development Corporation (\$750.00)

Lot 4, Block 11, Mineola Addition, City of San Angelo, Tom Green County, Texas.

Acct. #20-34900-0011-005-00

Lorenzo A. Cuellar and Maria Carmen Cuellar (\$750.00)

Lot 4, Block 69, Miles Addition, City of San Angelo, Tom Green County, Texas.

Acct #19-34200-0069-004-00

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

THE CITY OF SAN ANGELO

Attest:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

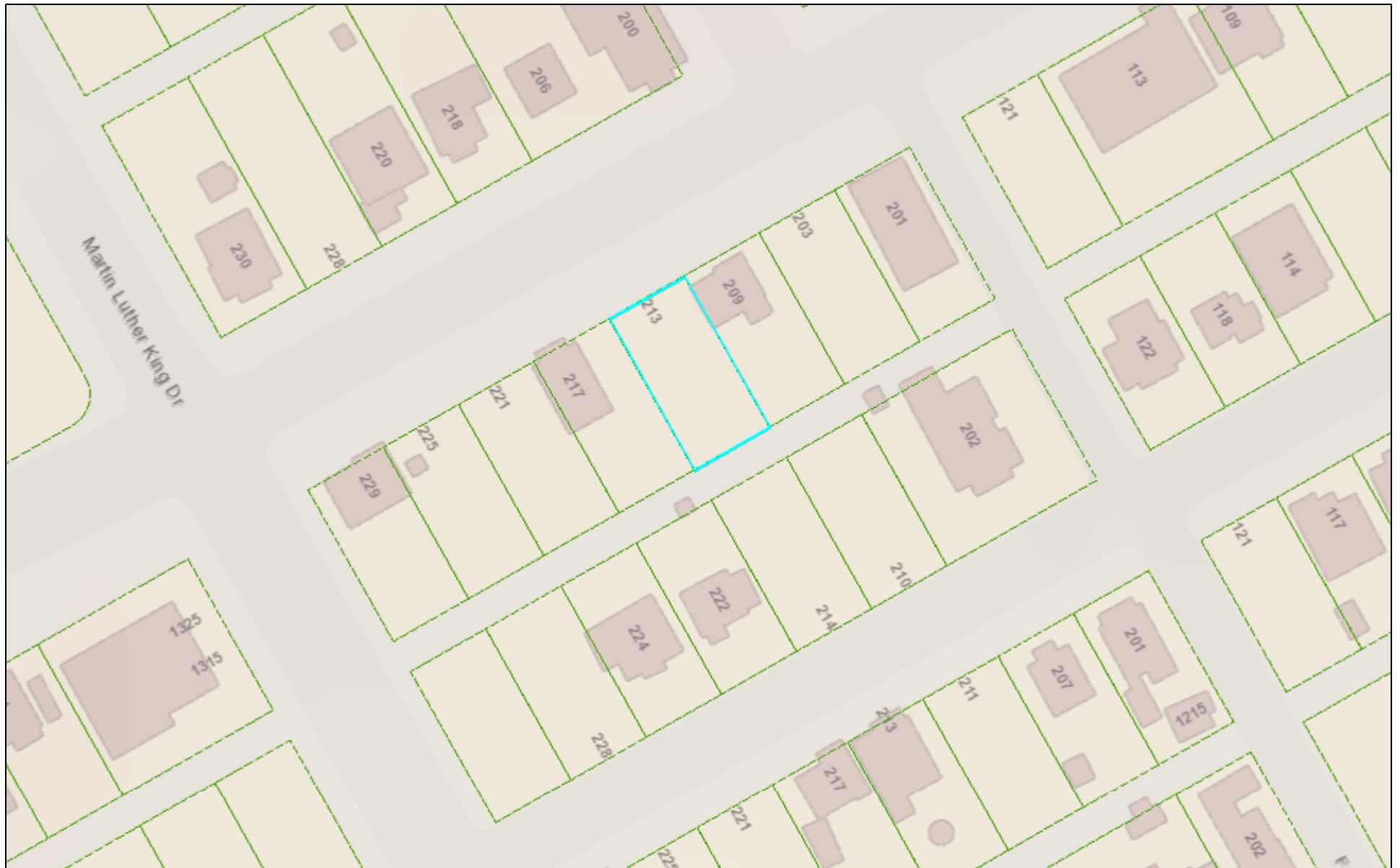
Approved As to Content:

Approved As to Form:

Cindy S. Preas, Real Estate Manager

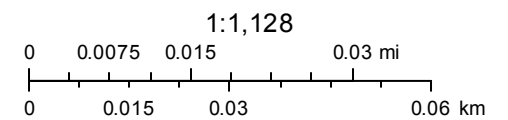
Theresa James, City Attorney

Lot 4, Block 69, Miles Addtn



September 12, 2016

 Ownership Parcels



PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 4, Block 69, Miles Addition, City of San Angelo, Tom Green County, Texas.

Improved/Unimproved Unimproved
Tax Suit Number: B-07-00009-T
Location: 213 W. 14th Street
City of San Angelo, et al. James Carter Wynn, deceased
vs.
Tax ID Number: Acct #19-34200-0069-004-00
Judgment Date: April 9, 2008
Date of Sheriff's Sale: June 7, 2011
Sheriff's Deed Recorded: June 30, 2011

Years Held in Trust

6 yrs 3 mo

Adjudge Value: \$ 2,799.00

Urban Redevelopment Program?

NO

Amount of Offer: \$ 750.00

Purchaser: Marie Carmen Cuellar and Lorenzo A. Cuellar

	Amounts Due		Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
	Fees	Judgment				
Administration Fee	\$500.00		\$500.00	0.00%		\$500.00
Maintenance Fee	\$460.00		\$460.00	14.00%		\$64.40
District Clerk	\$333.00		\$333.00	14.00%		\$46.62
Sheriff's Fee	\$100.00		\$100.00	14.00%		\$14.00
Attorney Fee	\$365.00		\$365.00	14.00%		\$51.10
Municipal Liens	\$ -					
Taxes	\$ -	\$2,001.00		3.69%		\$73.88
Total	\$1,758.00	\$2,001.00	\$1,758.00		\$0.00	\$750.00
Actual Total Amt Due		\$3,759.00				
Amount Remaining						

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Russell Pehl, City Engineer, Planning and Development Services, 325-657-4201

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

Resolution authorizing the expenditure up to and not to exceed \$115,000 of TIRZ funds for design and surveying services for widening West Concho Avenue from South Koenigheim Street to South Randolph Street - (J. James)

Summary/History:

This is for the design and survey to widen West Concho Avenue from South Koenigheim Street to South Randolph Street. The existing right of way width in this section of roadway is 80 feet with a roadway width of 38 feet. The design will include the widening of West Concho to 56 feet with no additional purchase of right of way, sidewalks, removal and replacement of existing stormwater inlets, removal and replacement of traffic signals, cross walks and coordination with the Texas Department of Transportation.

Financial Impact:

Expenditure of \$115,000 of TIRZ funds, as recommended by the TIRZ Board. No impact to General Fund.

Other Information/Recommendation:

At their August 23rd meeting, the TIRZ Board voted unanimously to recommend this expenditure of \$115,000 in TIRZ funds for this design project.

Attachments:

- | | | |
|----|-------------------|-----------------------------------|
| 1. | Resolution | 16-644_W-CONCHO_TIRZ_FUNDING.docx |
| 2. | Russell Pehl | W Concho OPC (2).pdf |
| 3. | Russell Pehl | W Concho Scope (1).pdf |
| 4. | Russell Pehl | W Concho Exhibit (2).pdf |
| 5. | PSC Proposal Cost | W Concho Fee Sheet (5).pdf |

Presentation:

Approvals/Reviews:

Russell Pehl	Created/Initiated
Shane Kelton	Approved
Theresa James	Approved
Tina Carriger	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, ACCEPTING RECOMMENDATION OF THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) BOARD AUTHORIZING THE EXPENDITURE OF UP TO \$115,000, OF TIRZ FUNDS FOR DESIGN, ENGINEERING AND PROFESSIONAL SERVICES RELATED TO THE WIDENING AND RECONSTRUCTION OF A PORTION OF THE STREET AND CONSTRUCTION OF ADA COMPLIANT PEDESTRIAN FACILITIES AT OR ABOUT THE 200 BLOCK OF WEST CONCHO AVENUE.

WHEREAS, the existing section of West Concho Avenue from South Koenigheim Street on the East to South Randolph Street on the West (the 200 block of West Concho Avenue, hereinafter “Project Corridor”) is composed of deteriorating pavement of insufficient width to accommodate current and anticipated traffic demands and lacks appropriate ADA compliant pedestrian facilities; and,

WHEREAS, reconstruction of West Concho Avenue within the Project Corridor to make it wider to the South; repaving the street with concrete pavement or roller-compacted concrete (RCC); making necessary adjustments to utilities, drainage structures and traffic signals; adding pedestrian ADA compliant facilities, and evaluating an option for constructing a right-turn lane on South Koenigheim Street at its intersection with West Concho Avenue are principal maintenance and upgrades needed to accommodate current and anticipated traffic and pedestrian needs within the Project Corridor;

WHEREAS, on August 23, 2016, the TIRZ Board recommended City Council approval of the expenditure of up to \$115,000, of TIRZ funds for design, engineering and professional services related to the widening, reconstructing and adding of pedestrian improvements to the street and right-of-way on West Concho Avenue within the Project Corridor;

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

The recommendation of the TIRZ board is accepted and City Council for the City of San Angelo, Texas, hereby authorizes the expenditure of up to ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00) of TIRZ funds for design, engineering

and professional services for reconstructing West Concho Avenue between South Koenigheim Street on the East and South Randolph Street on the West (the 200 block of West Concho Avenue, hereinafter the "Project Corridor") to better accommodate vehicular and pedestrian traffic by making it wider to the South; repaving the street with concrete pavement or roller-compacted concrete (RCC); making necessary adjustments to utilities, drainage structures and traffic signals; adding pedestrian ADA compliant pedestrian facilities, and evaluating an option for constructing a right-turn lane on South Koenigheim Street at its intersection with West Concho Avenue.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Daniel Valenzuela, City Manager

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Jon James, Director of
Development Services

Theresa James, City Attorney



W. Concho Street: S. Koenigheim Ave to S. Randolph Ave
San Angelo, TX



ENGINEER'S OPINION OF PROBABLE COST

4/22/2016

Number	DESCRIPTION	UNITS	ESTIMATED QUANTITY		
				UNIT PRICE	AMOUNT
1	Mobilization	ls	1	\$ 75,000.00	\$ 75,000.00
2	Prep ROW	Sta	6	\$ 1,500.00	\$ 8,250.00
3	Remove sign and sign assemblies	each	7	\$ 130.00	\$ 910.00
4	Remove concrete (driveway) (By Others)	sy	75	\$ -	\$ -
5	Remove concrete (driveway)	sy	70	\$ 15.00	\$ 1,050.00
6	Remove concrete (roadway)	sy	2,160	\$ 20.00	\$ 43,200.00
7	Remove concrete (C&G)	lf	1,230	\$ 5.00	\$ 6,150.00
8	Remove Sidewalk (By Others)	sy	340	\$ -	\$ -
9	Remove Sidewalk	sy	318	\$ 12.00	\$ 3,816.00
10	Curb inlet removal	each	1	\$ 1,750.00	\$ 1,750.00
11	Barrier Wall (Decorative)	lf	340	\$ 300.00	\$ 102,000.00
12	Excavation and subgrade prep	sy	3,300	\$ 10.00	\$ 33,000.00
13	Embankment	cy	1,200	\$ 30.00	\$ 36,000.00
14	Concrete Pavement (6")	sy	3,180	\$ 68.00	\$ 216,240.00
15	Curb Inlet	each	1	\$ 5,000.00	\$ 5,000.00
16	Curb Inlet Extension	each	3	\$ 2,000.00	\$ 6,000.00
17	24" RCP (CL III)	lf	35	\$ 250.00	\$ 8,750.00
18	8" Stub to Bank	each	1	\$ 8,000.00	\$ 8,000.00
19	Flowable backfill	cy	30	\$ 150.00	\$ 4,500.00
20	Concrete curb & gutter	lf	1,230	\$ 25.00	\$ 30,750.00
21	Parking Patchwork	sy	122	\$ 80.00	\$ 9,760.00
22	Adjust Manholes/Valves	ls	1	\$ 5,000.00	\$ 5,000.00
23	Driveway Returns (Concrete)	sy	40	\$ 70.00	\$ 2,800.00
24	Driveway Returns (Concrete) (By Others)	sy	80	\$ -	\$ -
25	Sidewalk (5")	sy	318	\$ 55.00	\$ 17,490.00
26	Sidewalk (5") (By Others)	sy	340	\$ -	\$ -
27	ADA Ramps	each	3	\$ 4,000.00	\$ 12,000.00
28	Concrete riprap	cy	10	\$ 350.00	\$ 3,500.00
29	Pavement markings (8") (white) (solid)	lf	500	\$ 2.50	\$ 1,250.00
30	Pavement markings (24") (white) (solid)	lf	60	\$ 12.00	\$ 720.00
31	Pavement markings (12") (white) (solid)	lf	96	\$ 10.00	\$ 960.00
32	Pavement markings (4") (yellow) (solid)	lf	880	\$ 1.50	\$ 1,320.00
33	Pavement markings (4") (yellow) (broken)	lf	100	\$ 1.50	\$ 150.00
34	Pavement markings (arrow)	each	10	\$ 650.00	\$ 6,500.00
35	Raised pavement markings (Ty II-A-A)	each	10	\$ 3.50	\$ 35.00
36	Small sign assembly	each	7	\$ 650.00	\$ 4,550.00
37	Retaining Wall (Brick)	sf	270	\$ 35.00	\$ 9,450.00
38	Barricades and Traffic Control	mo	4	\$ 3,000.00	\$ 12,000.00
39	SW3P	ls	1	\$ 7,500.00	\$ 7,500.00
40	Seeding/Sodding	sy	100	\$ 25.00	\$ 2,500.00
41	New Signalization at Koenigheim	each	1	\$ 180,000.00	\$ 180,000.00
42	Pedestrian Pole Assemblies	each	4	\$ 500.00	\$ 2,000.00
				Construction Total	\$ 869,851.00

SERVICES TO BE PROVIDED BY CONSULTANT

For: West Concho Avenue

From South Koenigheim Street to South Randolph Street

In San Angelo, Texas

The work to be performed under this contract by Parkhill, Smith & Cooper, Inc. (PSC), hereinafter referred to as CONSULTANT, will consist of the following services for the City of San Angelo, Texas (hereinafter referred to as the CLIENT):

SUMMARY OF SERVICES

For the widening, reconstruction and pedestrian improvements of West Concho Avenue, CONSULTANT will provide the following services: Individual discussion with property owners; construction drawings, specifications and opinion of probable cost (OPC); bid documents; and coordination with Texas Department of Licensing, Texas Department of Transportation, and CLIENT.

PROJECT DESCRIPTION

The Project Corridor is defined as the area along West Concho Avenue, generally within the Public Right-of-Way and from the west side of South Koenigheim Street to the east side of South Randolph Street in San Angelo, Texas.

GENERAL PROJECT OVERVIEW

The existing section of West Concho Avenue, within the project corridor, is composed of deteriorating pavement of insufficient width and lacks appropriate pedestrian facilities to meet ADA requirements. CLIENT wishes to reconstruct the street with concrete pavement (RCC may be considered as an alternate); widen roadway to the south to better accommodate traffic; make applicable adjustments to utilities, drainage structures and traffic signals; and add pedestrian facilities. Client also wishes to explore and construct (if feasible) a right-turn lane on South Koenigheim Street.

DESIGN PHASE SERVICES

CONSULTANT shall provide the following services

General Project Management:

- Designate a Project Manager (PM), licensed to practice engineering in the State of Texas, to be responsible for the overall project development, deliverable construction documents, and successful prosecution of the contract bidding and award process
- Conduct a project kick-off meeting with CLIENT and TxDOT to verify design and scheduling constraints, confirm design criteria and primary stakeholders, and establish protocol for project development
- Provide frequent and appropriate communication between CONSULTANT, CLIENT, TxDOT and other interested parties to expedite completion of the Project
- Conduct informal meetings and ongoing coordination with adjacent property owners
- Be responsible for project oversight and the daily management of this Project

Data Collection and Research

- Conduct project site visits, photograph, and document existing features applicable to design
- Utilize existing records, as-built information and surface indicators to identify existing overhead and underground utilities (Quality level C)
 - **Subsurface Utility Engineering is NOT included in scope**
- Research property ownership and identify shared access locations and right-of-way constraints
- Conduct one (1) utility coordination meeting
- Follow up and document one-on-one communication with utility agencies

Public Involvement

- Conduct and document individual discussions and coordination meetings with adjacent property owners or tenants
 - **A formal Public Meeting is NOT included in scope**

Plans, Specifications and Estimate

- Develop plan set in accordance with the latest City of San Angelo standards, manuals, and policies and in accordance with Texas Department of Licensing and Regulation requirements, or other publications where applicable
- Develop Specifications and OPC based on TxDOT 2014 Specifications and Item numbers
- Analyze and document existing drainage condition and compare effects with proposed design
- Provide up to four (4) plan sets for each submittal at 60% and 100%. Major items included in the plans:
 - Removal Plan
 - Traffic Control and Phasing Plan
 - Plan and Profile
 - Drainage Modification Plan
 - Intersection/Driveway Layouts
 - Parking Lot Modification Plan (if necessary)
 - Sidewalk Plan
 - Illumination Adjustment Plan
 - Traffic Signal and ITS Adjustment Plan
 - Erosion Control Plan
 - Signage and Pavement Markings Plan
 - Summary Sheets
 - Applicable Standards
- Provide specifications, general notes, and bid form for inclusion into City of San Angelo construction contract
- Provide estimated time of construction schedule
- Provide updated opinion of probable construction cost at each submittal
- Provide cross-sections sheets separate from construction drawings

Bid-Phase Services

- Assemble Bid Package and convert Plans to PDF format for bidding
- Attend one (1) pre-bid meeting with the Client and potential contractors
- Respond to Contractor's Questions
- Prepare Bid Tabulation Sheets and Assist with Bid Evaluation

Construction-Phase Services

- **Construction-phase services are NOT included in scope**



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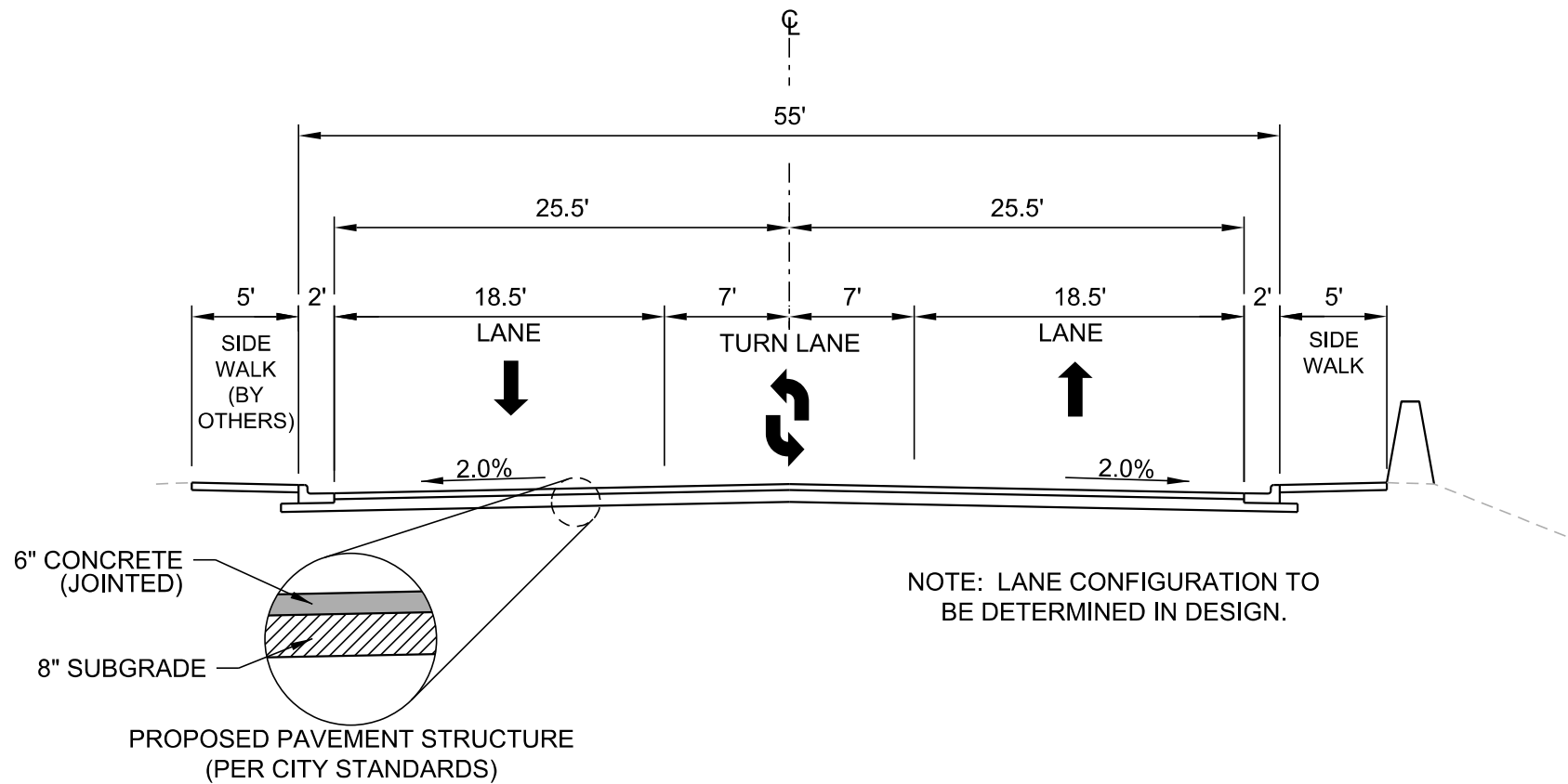
Document Path: \\Data1\Projects\2015\0023.15\CIVIL\ENGR\San Angelo - West Concho\ArcMap\West Concho - San Angelo.mxd

**W. CONCHO AVE
SAN ANGELO, TX
S .KOENIGHEIM ST TO S. RANDOLPH ST**

1 inch = 100 feet



PARKHILLSMITH&COOPER



PROPOSED TYPICAL SECTION

NTS

W. CONCHO STREET

S. KOENIGHEIM ST TO S. RANDOLPH ST
ROADWAY IMPROVEMENTS



PARKHILL SMITH & COOPER

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET (Billing Rates)

LOCATION CODE: 01
 PROJECT NAME: W Concho Street Reconstruction
 JOB NO.: NA
 TASK: NA
 DATE: 05/03/16



FEE TYPE: Hourly Rate w/Max
 PREPARED BY: DG
 PRINCIPAL: JTH
 PROJ. MANAGER: KJ

MARKUP ON REIMB: _____
 MARKUP ON DIRECTS: _____

TOTAL FEE:	<u>\$111,255</u>	LABOR:	<u>\$73,723</u>
LABOR:	<u>\$73,723</u>	DIRECTS:	_____
REIMBURSABLE. CONSULTANTS:	<u>\$34,788</u>	SUBTOTAL:	<u>\$73,723</u>
REIMBURSABLE. EXPENSES:	<u>\$2,744</u>	REIMB.	<u>\$37,532</u>
DIRECT CONSULTANTS:	_____	TOTAL FEE:	<u>\$111,255</u>
DIRECT EXPENSES:	_____		

LABOR BUDGETS:

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
EOD / Sector Director Civil/Str.	X1	PL VII	11	\$214.00	\$2,354
Project Manager Civil/Struct	X6	PL V	158	\$196.00	\$30,968
Prof Eng II Civil/Struct	X8	PL IV	38	\$176.00	\$6,688
Eng III-1 Civil/Struct	Y3	PL III	144	\$122.00	\$17,568
CADD III	E5	SS III	110	\$103.00	\$11,330
Project Assistant (PASS) I	P5	SS III	27	\$89.00	\$2,403
Eng Tech III	U3	SS III	18	\$134.00	\$2,412

FEE ESTIMATING SHEET		PROJECT: W Concho Street Reconstruction		JOB NO.: NA		TASK: NA		
SALARY		Discipline, Title, Labor Code, Rates						
Staff Discipline ----> Staff Title ----> Support Staff (SS) or Professional Level (PL)----> Labor Code ----> Billing Rate ---->	1	2	3	4	5	6	7	
	Civil_Struct	Civil_Struct	Civil_Struct	Civil_Struct	CADD_PASS_Ci erical	CADD_PASS_Ci erical	RPRs_Techs	
	EOD / Sector Director	Project Manager	Prof Eng II Civil/Struct	Eng III-1 Civil/Struct		Project Assistant (PASS) I		
	Civil/Str.	Civil/Struct	Civil/Struct	Civil/Struct	CADD III		Eng Tech III	
	PL VII	PL V	PL IV	PL III	SS III	SS III	SS III	
	X1	X6	X8	Y3	E5	P5	U3	
	\$214.00	\$196.00	\$176.00	\$122.00	\$103.00	\$89.00	\$134.00	
TASK	TRIPS							TOTAL
Task 1 - General Project Management								
Prepare Monthly Status Report and Invoice		1	2	6				9
Internal QA/QC prior to Submittals (assume 4)		6	16	16			8	46
Coordinate with TxDOT and COSA Departments	2	2	16	2	8	2	2	32
Task 1 Subtotal Hours		9	34	24	8	2	2	87
Task 2 - Data Collection/Research								
Gather as-built and other applicable plans					3			3
Gather utility information			1		2	1		4
Conduct Utility Coordination Meetings (assume 1)	1		8		2	2	2	14
Follow up/Document Utility Discussions			2		1		2	5
Coordinate Survey Limits and Needs			1			1		2
Task 2 Subtotal Hours			12		8	4	4	28
Task 3 - Public Involvement								
One-on-One Meetings with Adjacent Property Owners (assume 3)	1		10		2	2	2	16
Coordination Meetings with City Staff on Public Issues	1		6					6
Task 3 Subtotal Hours			16		2	2	2	22
Task 4 - Surveying								
Survey	<< See Reimbursable Expenses>>							
Task 4 Subtotal Hours								
Task 5 - Design and Construction Documents								
CADD Project Set up				2	1	8		11
Cut Plan & Profile and Double Plan Sheets					1	3		4
Cut Intersection Layout Sheets					1	1		2
Detail Existing Roadway Typical Sections						2		2
Detail Proposed Roadway Typical Sections			1		1	2		4
Title Sheet						2		2
Index of Sheets						2		2
Project Layout Sheet					1	1		2
Horizontal and Vertical Design			2	2	6	2		12
Horizontal Control and Curve Data Sheet					1	2		3
Detail and Annotate Plan & Profile Sheets			1	2	8	16		27
Design, Detail and Annotate Intersection Layouts			1		4	8		13
Design, Detail and Annotate Sidewalk & ADA Ramps			1		2	4		7
Miscellaneous Pavement Details			1		2	8		11
Plot and Review Design Cross Sections			2	4	16	2		24
Calculate Roadway Quantities			1		16	4		21
Detailed Removal Plans				1	2			3
Specifications and Special Conditions			8		4		2	14
Standard Sheets			1		1	4		6
Drainage Analysis (cursory review)			2		4			6
Drainage Standards			1		2	4		7
Drainage Quantities			1		2			3
Inventory of Existing Signs	1				1			1
Summary of Existing Signs			1		1	1		3
Pvmt Marking and Signing Layout			1		2	2		5

FEE ESTIMATING SHEET		PROJECT: W Concho Street Reconstruction		JOB NO.: NA		TASK: NA				
SALARY		Discipline, Title, Labor Code, Rates								
Staff Discipline ----> Staff Title ----> Support Staff (SS) or Professional Level (PL)----> Labor Code ----> Billing Rate ---->	1	2	3	4	5	6	7			
	Civil_Struct	Civil_Struct	Civil_Struct	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical	RPRs_Techs			
	EOD / Sector Director Civil/Str.	Project Manager Civil/Struct	Prof Eng II Civil/Struct	Eng III-1 Civil/Struct	CADD III	Project Assistant (PASS) I	Eng Tech III			
	PL VII	PL V	PL IV	PL III	SS III	SS III	SS III			
	X1	X6	X8	Y3	E5	P5	U3			
	\$214.00	\$196.00	\$176.00	\$122.00	\$103.00	\$89.00	\$134.00			
Calculate Signing and Pavement Marking Quantities				2				2		
Signing and Pavement Marking Standard Sheets					1			1		
Illumination and ITS Layout		1		1	2			4		
Electric Service Coordination with Utility		1			1			2		
Electrical Standards			1		1			2		
TCP Layout Sheets					1			1		
Sequence Narrative		4			1			5		
Detours and TCP Typical Sections		1		1	2			4		
Miscellaneous Traffic Control Details		1			2			3		
Calculate TCP Quantities				1				1		
TCP Standard Sheets		1		1	4			6		
Tabulate Cost Estimates at 60 & 100% Submittals		2		8				10		
SW3P Design and Details		2		4	1			7		
Construction Schedule		3		1			8	12		
Print/Collate/Bind Plan Submittals at 60, 100% & Mylar		2		1	6	1		10		
TDLR ADA Plan Review Processing (RAS)		1				1		2		
Attend Design Meetings (Assume 2)	2	16		16				32		
Prepare Meeting Agendas and Minutes		2				2		4		
Task 5 Subtotal Hours		62	12	115	100	4	10	303		
Task 6 - Bid Phase Services										
Coordinate and attend two meeting with the City to discuss bid	2	2	16			1		19		
Assemble Bid Package				1	2	8		11		
Transfer Information to City Purchasing Dept				2		2		4		
Respond to Questions from Bidders		8		4				12		
Attend Pre-Bid Meeting at City of San Angelo		8	2			2		12		
Prepare Bid Tabulation Sheets and Assist with Bid Evaluation		2		4		2		8		
Task 6 Subtotal Hours		2	34	2	11	2	15	66		
Task 7 - Construction Phase Services										
Services to be negotiated if requested by City of San Angelo										
Task 7 Subtotal Hours										
BUDGET SUBTOTALS:	HOURS/ Trips -	10	11	158	38	144	110	27	18	506
	SALARY		\$2,354	\$30,968	\$6,688	\$17,568	\$11,330	\$2,403	\$2,412	\$73,723

FEE ESTIMATING SHEET		PROJECT: W Concho Street Reconstruction		TASK: NA	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant - (NOT INCLUDED)					
516 Boundary Survey (ROW Relocations) (Inhouse)					\$5,376
518 Topographic Survey (Inhouse)					\$12,412
518 Subsurface Utility Engineering (NOT INCLUDED)					
518 Existing Pavement Cores (if necessary)					\$5,000
518 Traffic Signal Consultant					\$12,000
TOTAL REIMBURSABLE CONSULTANTS					\$34,788
REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	12 Days @	\$150.00	/Day	=	\$1,800.00
Mileage	Miles @	@	Trips	=	
SUBTOTAL					\$1,800
522 Reproductions					
Blackline / Color Plots					
34" x 22"	Shts @	\$2.50 /Sht	@	Sets =	
36" x 24"	Shts @	\$2.75 /Sht	@	Sets =	
42" x 30"	Shts @	\$3.25 /Sht	@	Sets =	
Other	sf @	\$0.55 /sf	@	Sets =	
Mounting Foam Board	Boards @	\$10.00 /ea	@		
Printing:					
Set Up Fee	Originals @	\$0.15 /Sht	@	Submittals =	
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht	@	Sets =	
8-1/2" x 11" Color	Originals @	\$0.55 /Sht	@	Sets =	
11" x 17" B&W	24 Originals @	\$0.18 /Sht	@	40 Sets =	\$172.80
11" x 17" Color	Originals @	\$1.05 /Sht	@	Sets =	
Binding Cost	24 Sets @	\$2.00 /Set		=	\$48.00
Laminating	Shts @	\$2.00 /Sht		=	
Scan to file					
Burn to CD/DVD	1 CD/DVD @	\$13.50 /each		=	\$13.50
Scan Specs	1 Originals @	\$15.00 /Set		=	\$15.00
Scan Drawings	1 Originals @	\$40.00 /Set		=	\$40.00
SUBTOTAL					\$289
523 Models/Renderings/Photos					
		Shots @	/Shot		
524 Telephone	30 Calls @	\$2.00 /Call			\$60
525 Meals	12 Days @	2 Men @	\$10.00 /Man-day		\$240
526 Field Supplies					
528 Postage	10 Mailings @	\$0.49 /Mailing	(Standard)		\$5
528 Postage	Mailings @	/Mailing	(Overnight)		
530 Misc Reimbursable Exp					\$200
532 Temporary Personnel					
536 Field Equip Rental					
539 TDLR Review / Inspection Fees					\$150
543 NM Gross Receipt Tax					
TOTAL REIMBURSABLE EXPENSES					\$2,744

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Russell Pehl, City Engineer, Planning and Development Services, 325-657-4201

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

Resolution authorizing the expenditure of \$120,000 of TIRZ funds assisting with the existing Transportation Enhancement Grant Project for bicycle and pedestrian improvements along Martin Luther King Blvd, Rio Concho Drive, and south of downtown San Angelo. The City is required to match approximately \$260,000. The TIRZ board unanimously supported use of TIRZ funds. - (J. James)

Summary/History:

In December 2012, City Council approved a resolution authorizing City staff to file for a Transportation Enhancement Grant with the Texas Department of Transportation for federal transportation assistance in the amount of \$1,300,354 with a 20% matching fund requirement of \$260,071. City staff proposed at that time to use \$120,000 of TIRZ funds to contribute to the required match, \$60,000 from the north TIRZ and \$60,000 from the south TIRZ. However, the TIRZ Board recommended a proportionate split based on the amount of the project in each area. Approximately 75% of the proposed improvements will be within the TIRZ north and approximately 25% is in TIRZ south; \$90,000 north and \$30,000 south.

Financial Impact:

Expenditure of \$120,000 of TIRZ funds, as recommended by the TIRZ Board. No impact to General Fund.

TIRZ North - \$90,000

TIRZ South - \$30,000

Total TIRZ funds - \$120,000

Other Information/Recommendation:

At their August 23rd meeting, the TIRZ Board voted unanimously to recommend this expenditure of \$120,000 in TIRZ funds proportionate to the amount of work performed in the respective areas, north and south.

Attachments:

- | | | |
|----|-----------------------------|---|
| 1. | Resolution | 16-644_MLK_RIO_CONCHO_PED_IMPROVE_TIRZ_FUNDING.docx |
| 2. | TIRZ August 23, 2016 Agenda | TIRZ August 23 2016 Agenda.pdf |

Presentation:

Approvals/Reviews:

Russell Pehl
Theresa James
Jon James

Created/Initiated
Approved
Approved

Anthony Wilson
Tina Carriger
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, ACCEPTING RECOMMENDATION OF THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) BOARD AUTHORIZING THE EXPENDITURE OF UP TO \$120,000, OF TIRZ FUNDS TO ASSIST WITH A TRANSPORTATION ENHANCEMENT GRANT PROJECT FOR CONSTRUCTION OF BICYCLE AND PEDESTRIAN IMPROVEMENTS ALONG MARTIN LUTHER KING BLVD., RIO CONCHO DR. AND SOUTH OF DOWNTOWN SAN ANGELO.

WHEREAS, the City of San Angelo applied for and has been awarded a federal Transportation Enhancement Grant in the sum of \$1,300,354, requiring twenty percent matching funds in the sum of \$260,071, for design and construction of pedestrian-transit infrastructure enhancements ; and,

WHEREAS, the City of San Angelo Bicycle and Pedestrian Improvement Plan (“Project”) provides for enhancement of pedestrian-transit infrastructure within the city, including added bicycle lanes, sidewalks and downtown pedestrian amenities ;

WHEREAS, on August 23, 2016, the TIRZ Board recommended City Council approve the expenditure of up to \$120,000, of TIRZ funds to assist with the Project under the grant, said funds to be applied proportionately based upon the amount of work to be done, seventy-five percent to the North TIRZ and twenty-five percent to the South TIRZ;

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

The recommendation of the TIRZ board is accepted and the City Council for the City of San Angelo, Texas, hereby authorizes the expenditure of up to ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) of TIRZ funds to assist with the Transportation Enhancement Grant Project for construction of pedestrian-transit infrastructure within the North and South TIRZ along Martin Luther King Blvd., Rio Concho Dr. and South of Downtown San Angelo, to be applied proportionately to the amount of improvements to be

constructed, seventy-five percent North TIRZ area and twenty-five percent South TIRZ area.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Daniel Valenzuela, City Manager

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Jon James, Director of
Development Services

Theresa James, City Attorney

NOTICE OF A PUBLIC MEETING

**AN AGENDA OF A REGULAR MEETING OF THE
TAX INCREMENT REINVESTMENT ZONE BOARD**

THE CITY OF SAN ANGELO, TEXAS

3:00 PM – Tuesday, August 23, 2016

**McNease Convention Center, South Meeting Room
501 Rio Concho Drive**

THE MCNEASE CONVENTION CENTER IS ACCESSIBLE TO PERSONS WITH DISABILITIES. ACCESSIBLE ENTRIES AND SPECIALLY MARKED PARKING SPACES ARE AVAILABLE AT BOTH MAIN ENTRANCES AT SURBER DRIVE AND RIO CONCHO DRIVE. IF ADDITIONAL ASSISTANCE IS NEEDED TO OBSERVE OR COMMENT, PLEASE NOTIFY PLANNING & DEVELOPMENT SERVICES DEPARTMENT AT 52 W. COLLEGE OR 325.657.4210, AT LEAST 24 HOURS PRIOR TO THE MEETING.

As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate". Thank You!

- I. Call to order, establish quorum.
- II. Public comment.

The chair will call for public comment on each item on the agenda at its appropriate time. Public input on an item not on the agenda may be identified and requested for consideration by the board at this time.
- III. Consideration of approving the minutes from the June 15, 2016 TIRZ Board Meeting.
- IV. Discussion and overview of TIRZ Board Members duties and responsibilities.
- V. Appointment of board Vice-Chair.
- VI. Consider authorizing the expenditure up to and not to exceed \$115,000 for services to Parkhill, Smith and Cooper, Inc. (PSC) Engineers for design and surveying for the widening of West Concho Avenue from South Koenigheim Street to South Randolph Street.
- VII. Consider authorizing the expenditure up to \$120,000 (\$60,000 each from the north and south funds) to assist with a Transportation Enhancement Project for bicycle and Pedestrian improvements within the zone.
- VIII. Selection of incentives program review subcommittees (north and south).
- IX. Announcements.
- X. Adjournment.

Given by order of the TAX INCREMENT REINVESTMENT ZONE BOARD and posted in accordance with Title 5, Texas Government Code, Chapter 551, Friday, August 12, 2016 at 5 PM.



Jon James, AICP
Director, Planning and Development Services

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Community and Housing Support, 325-655-0824

Meeting Date: September 20, 2016

Item type: Consent Item

Caption:

Consider approving an agreement between the City of San Angelo and ATMOS Energy in the amount of \$28,500 for the execution of a low income weatherization program for San Angelo citizens who are ATMOS customers and authorizing the City Manager or his designee to execute related documents (B.Salas)

Summary/History:

Community & Housing Support requests approval of an agreement between the COSA and ATMOS Energy in the amount of \$28,500.00 to execute a low income housing weatherization program for citizens in financial distress. Over the past six years, ATMOS has provided funds annually to the City in order to carry out the housing weatherization program. The program assists citizens in need of financial assistance to weatherize their homes free of charge.

Financial Impact:

The annual budget for Community & Housing Support will be increased by \$28,500.00.

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------------|---|
| 1. | Resolution - Atmos KTW | 16-650_NFS_Keeping the Warmth Resolution FINAL.docx |
| 2. | Contract - Atmos KTW | 2016 Atmos Contract.pdf |

Presentation:

Approvals/Reviews:

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

**A RESOLUTION BY THE SAN ANGELO CITY COUNCIL
RATIFYING THE AGREEMENT BETWEEN THE CITY OF
SAN ANGELO AND ATMOS ENERGY FOR THE
EXECUTION OF A LOW INCOME WEATHERIZATION
PROGRAM KNOWN AS KEEPING THE WARMTH.**

WHEREAS, Atmos Energy and the City of San Angelo recognize the need for providing charitable assistance to persons in financial distress to reduce energy related costs by installing weatherization measures improving energy efficiencies in the home; and

WHEREAS, Atmos Energy has developed the low-income Keeping the Warmth Program (to help meet that need and to be utilized as a supplement to government and community aid programs designed to assist persons in financial distress weatherize their homes; and

WHEREAS, the City of San Angelo is organized to provide charitable assistance to persons in financial distress; and

WHEREAS, the City of San Angelo recognizes that Keeping the Warmth is a program for providing charitable weatherization assistance to the citizens of San Angelo.

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

THAT, the agreement between the City of San Angelo and ATMOS energy for the Keeping the Warmth Program is hereby ratified and the grant of funds in the sum of \$28,500, is hereby accepted. The City Manager or his designee is hereby authorized to execute such documents as may be necessary or desirable to execute the agreement.

PASSED and APPROVED THIS 20th DAY OF SEPTEMBER, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

BRYAN KENDRICK, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney



KEEPING THE WARMTH AGREEMENT

This Keeping the Warmth Agreement ("**Agreement**") including exhibit (A) is made and entered into as of the ____ day of _____ 20__, ("**Effective Date**") by and between Atmos Energy Corporation, a Texas and Virginia corporation ("**Atmos Energy Energy**") and _____, a _____ ("**Agency**").

BACKGROUND:

Atmos Energy and Agency recognize the need for providing charitable assistance to persons in financial distress to reduce energy related costs by installing weatherization measures improving energy efficiencies in the home.

Atmos Energy has developed the low-income Keeping the Warmth Program ("**KTW**") to help meet that need and to be utilized as a supplement to government and community aid programs designed to assist persons in financial distress weatherize their homes.

Agency is organized, inter alia, to provide charitable assistance to persons in financial distress, and Agency recognizes that Keeping the Warmth is a program for providing charitable weatherization assistance to individuals.

Atmos Energy will act merely as a conduit for contributions made by others so that Agency and such other nonprofit charitable organizations can use and apply such contributions for the charitable purposes of the Keeping the Warmth Program.

AGREEMENT:

In consideration of the mutual covenants hereinafter set forth, Atmos Energy and Agency hereby agree as follows:

1. Keeping the Warmth

Agency acknowledges that Atmos Energy has established Keeping the Warmth and that said program is funded by contributions from Atmos Energy shareholders and its customers. Agency further acknowledges that the policies and procedures governing the collection and the disbursement of the funds contributed to Keeping the Warmth (KTW) shall be established and may be modified by Atmos Energy from time to time, provided that Keeping the Warmth Funds shall always be disbursed to one or more Agencies, and shall never be retained by Atmos Energy for any other purpose and must be used solely for Atmos Energy customers.

2. Funds

Any Keeping the Warmth Funds obtained by Atmos Energy are deemed to be collected on behalf of one or more Agencies for the purposes described above. Atmos Energy will act merely as a conduit for monies collected so that Agency and such other nonprofit charitable organizations can use and apply such funds for the charitable purposes of the Keeping the Warmth Program.

3. Fund Guidelines

The Agency shall have the sole right to determine who receives the Keeping the Warmth Funds (such person being a “**Beneficiary**”) subject, however, to the following conditions and restrictions:

3.1 KTW partner agencies and/or associated contractors are prohibited from using KTW funds for personal properties.

3.2 Agency is required to process all Keeping the Warmth invoices and all other required information for payment using the MAACLINK web based software.

3.3 A Beneficiary is eligible to receive a maximum of \$1,500.00 in Keeping the Warmth assistance per 12 month program year.

3.4 Although a Beneficiary does not have to meet federal low- income WAP guidelines in order to be eligible to receive Keeping the Warmth Funds, such Beneficiary shall be a person experiencing higher than average energy burden and financial hardship that limit their ability to make weatherization improvements to their primary residence.

3.5 A Beneficiary must be the named person or full-time resident on the Atmos Energy gas account for which weatherization assistance is being requested.

3.6 Keeping the Warmth Funds may only be used for energy efficient weatherization of the customer’s primary residence and include such items as:

- 3.6.1 Natural Gas Piping – inside home repair
- 3.6.2 Customer owned natural gas yard line repair
- 3.6.3 Natural gas water heater replacement
- 3.6.4 Natural gas main heating source replacement
- 3.6.5 Insulation – Attic and Walls
- 3.6.6 Natural Gas water heater insulation blanket
- 3.6.7 Duct sealing, caulking, weather-stripping, wall outlet insulation covers, and aerators.

4 Keeping the Warmth Report

4.1 In the event Atmos Energy ceases to use the MAACLINK Web-based program for any reason, Agency agrees to complete a Keeping the Warmth Report in the form and content provided by Atmos Energy (the “**Keeping the Warmth Report**”) for each month

during the term of this Agreement. The Keeping the Warmth Report shall be sent to Atmos Energy no later than the tenth (10th) day of the month following the month for which the report was prepared. Atmos Energy may from time to time amend the form, content and information requested in the Keeping the Warmth Report by providing thirty (30) day advance written notice to Agency. The monthly report is not required during periods when Agency does not have Keeping the Warmth Funds available to disburse to Beneficiaries.

4.2 Any information provided by Agency relating to estimated thermal savings, whether entered through the MAACLINK web-based program or through a Keeping the Warmth Report, shall be solely for informational purposes. Atmos Energy acknowledges that Agency does not warrant the accuracy or completeness of any thermal savings estimates, and Atmos Energy uses such information at its own risk.

5 Right to Audit

Atmos Energy and its designated agents, representatives, accountants and attorneys shall have full access, at all reasonable times, to the properties, books and records of Agency for examination of Agency's administration of Keeping the Warmth Funds and compliance with Section 7 below; provided however, this Section shall not be interpreted as granting Atmos Energy the right to control how Agency determines which Beneficiaries will be entitled to receive Keeping the Warmth Funds or how Agency governs its day to day business.

6 Compliance with Codes

Agency represents and warrants that either:

6.1 It is a state, county, municipal agency who provides on a consistence basis weatherization assistance: or

6.2 it is and shall continue to be during the term of this Agreement an organization described in Section 501(c)(3) of the Internal Revenue Code and it Regulations as they now exist or as they may be amended from time to time (the "**Code**"), is exempt from federal income taxes under Section 501(a) of the Code, and contributions to Agency are deductible from federal income taxes of the donor, within limits and guidelines of Section 170 of the Code. Agency covenants and agrees that it will take no action or omit to perform any act that will prejudice its status under said provisions of the Code.

Agency will immediately notify Atmos Energy if at any time during the term of this Agreement any of the representations made in this Section cease to be true.

7 Non-exclusive Agreement

Agency acknowledges that Atmos Energy may enter into one or more agreements with other charitable organizations, including charitable organization located within Agency's service area, pursuant to which such organization will be eligible to participate in Keeping the Warmth.

8 Term and Termination

The term of this Agreement is for one program year beginning July 1st and ending on June 30th and becomes effective as of the date Atmos Energy and Agency executes the agreement. This Agreement shall automatically renew for successive one year periods. Either Agency or Atmos Energy may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

9 Miscellaneous

9.1 Governing Law. This Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles.

9.2 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

9.3 Binding Effect; Delegation of Duties Prohibited. This Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which the Atmos Energy may merge or consolidate or to which all or substantially all of its assets may be transferred. The duties and covenants of the Agency under this Agreement, being personal, may not be delegated.

9.4 Notices. Whenever it is provided in this Agreement that any notice, demand, request, consent, approval, declaration or other communication be given to or served upon any of the parties by another, such notice, demand, request, consent, approval, declaration or other communication will be in writing and will be deemed to have been duly given (i) when received if personally delivered, (ii) when transmitted if transmitted by telecopy (except that telecopies transmitted after 5:00 p.m. in the recipient's time zone will be deemed delivered the next business day), electronic or digital transmission method, (iii) the business day after it is sent, if sent for next business day delivery to a domestic address by a nationally recognized overnight delivery service (i.e. Federal Express) and (iv) three business days after it is sent, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

If to Atmos Energy:
Atmos Energy Corporation
Attn: Keeping the Warmth Program
P.O. Box 650205
Dallas, TX 75265-0205

or at such other address as the intended recipient will from time to time designate by written notice delivered in accordance herewith.

9.5 Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties with respect to subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by each of the parties hereto.

9.6 Section Headings and Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" refer to the corresponding Section of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

9.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.9 Replacement of Existing Agreement. This Agreement replaces the entire Keeping the Warmth Agreement entered into by the parties.

[Signature Page Follows]

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

ATMOS ENERGY CORPORATION
a Texas and Virginia corporation

(INSERT HELP AGENCY NAME HERE)
a 501-C3 organization

Energy Assistance Program Manager

Executive Director

Exhibit A

Schedule of Payment to Administer the Keeping the Warmth (KTW) Program

In consideration for the strict adherence to the terms and conditions of the Agreement and subject to the Agency performance of the work set forth in the Agreement, to the satisfaction of Atmos Energy Corporation's authorized representative, Atmos Energy agrees to compensate the Agency in the following manner.

Quarterly, Agency will receive from Mid-America Assistance Coalition (MAAC) five (5) percent of the quarterly amount spent of KTW funds for low-income weatherization.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Consent Item

Caption:

Consider awarding RFB FS-06-16 Truck Chassis with Dump System to Summit Truck Group (San Angelo, TX) in the amount of \$206,000 per fiscal year, budgeted each fiscal year, for the purchase of one (1) unit (with the option to purchase one (1) additional unit), and authorizing the City Manager or designee to execute any related documents (R.Kramer)

Summary/History:

Bids were requested for Truck Chassis with Dump Systems for the purpose of replacing units that are past their useful operational life and/or for new requirements. One vehicle has been budgeted for FY16, and the award amount will cover one additional vehicle purchase if needed due to unforeseen events or expansion of services. Expenditures are budgeted within the General Fund. Bids were received from Corley Freightliner, Summit Truck Group, and Rush Truck Centers of Texas.

Bid requests were sent to five vendors, both local and out-of-town. Three responses were received. Staff recommends awarding the bid to Summit Truck Group, a local vendor.

Financial Impact:

Staff recommends award of RFB FS-06-16 Truck Chassis with Dump System to Summit Truck Group (San Angelo, TX) in the amount of \$206,000 per fiscal year.

Other Information/Recommendation:

Staff recommends award of FS-06-16 Truck Chassis with Dump System to Summit Truck Group (San Angelo, TX).

Attachments:

1. Truck Chassis with Dump System Bid Tab

FS-06-16 Bid Tab.pdf

Presentation:

None

Approvals/Reviews:

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

Bryan Kendrick

Final Approval



CITY OF SAN ANGELO

RFB Bid Tabulation * FS-06-16/Truck Chassis with Dump System

9/6/2016 at 2:00 p.m.

Item	Description	Corley Freightliner - A			Corley Freightliner - B			Summit Truck Group			Rush Truck Centers of Texas		
		Unit Price	Estimated Quantity	Extended Price	Unit Price	Estimated Quantity	Extended Price	Unit Price	Estimated Quantity	Extended Price	Unit Price	Estimated Quantity	Extended Price
1.	New/Unused Chassis	63857	1	63857	66200	1	66200	65800	1	65800	69024.88	1	69024.88
2.	Make and Model Quoted:	M2106 Freightliner			M2106 Freightliner			2017 INTL 4300 4x2			PeterBuilt Model 337		
3.	Delivery Lead Time	90 days			30 days			60-90 days			12 weeks		
4.	New/Unused Dump Body System	21850	1	21850	21850	1	21850	15011	1	15011	0	1	0
5.	Model Number Quoted:	11-620-15E-PW			11-620-15E-PW			SNG 11-620-15E-PW			11-520-15E-PW		
6.	Delivery Lead Time (Note if delivery differs from chassis)	N/A			45-60 days			6-8 weeks			6-8 weeks after chassis (JA: up to 20 weeks)		
7.	Short Side Dump Bed	5196	1	5196	5196	1	5196	3186	1	3186	19586	1	19586
8.	Platform Bed/Flatbed	2383	1	2383	2383	1	2383	2424	1	2424	0	1	0
9.	48" Drop Box	4945	1	4945	4945	1	4945	3361	1	3361	0	1	0
10.	36" Drop Box	4766	1	4766	4766	1	4766	3387	1	3387	0	1	0
11.	Chipper Top	1894	1	1894	1894	1	1894	1996	1	1996	0	1	0
12.	Extended Warranty	1305	1	1305	1305	1	1305	2788	1	2788	11085	1	11085
13.	Parts, Service, and Operator Manuals	online	1	0	online	1	0	0	1	0	7184	1	7184
Total Bid				106,196.00			108,539.00			97,953.00			106,879.88

Piggy Back
Cooperative
P-Card
Payment Terms
Payment Discount

Yes
No
No
Net 20 upon delivery
N/A

Yes
No
No
Net 20 upon delivery
N/A

No
No
No
10 Days Net
N/A

Yes
No
No
N/A
N/A

Mailed to:

	City	State	Notes
Rush Truck Centers	Tye	TX	
Versalift Southwest	Waco	TX	
Lonestar Truck Group	San Angelo	TX	
Bee Equipment	Lubbock	TX	No bid
Summit Truck Group	San Angelo	TX	

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager, or designee, to execute an aerial easement over a 20-foot by 50-foot portion of a public alley adjacent to Lots 6 through 15 in Block N of the Miles Addition of the subject property at 316 Martin Luther King Drive (J. James)

Summary/History:

The applicant is proposing to construct a galvanized metal catwalk across a public alley to transfer finished products from their production facility north of the alley to their packaging building south of the alley. They require an aerial easement approval from City Council in order to facilitate construction of the catwalk, and any future improvements across the public alley, within an air space between 30 feet and 50 feet from grade. The catwalk will be 35 feet from grade at its lowest point and 39.2 feet at its highest point. The total length of the catwalk will be 117 feet and the nearest appurtenance is a vertical beam which is 1.6 feet north of the alley. No structures will be within the alley except for the proposed aerial catwalk. The applicant has received a permit from the Permits and Inspections Division for Phase 1 of their development for a new 864-square foot mill tower north of the alley, and the aerial easement would allow the new catwalk for Phase 2 aerially across the alley.

Planning Staff circulated City departments and private utility providers for comments. No City departments had any objection. There is an 8-inch sewer line and 2-inch water main running underneath the alley, but given the substantial aerial clearance of at least 30 feet, future city maintenance could take place without obstruction. AEP indicated they would relocate their overhead electric line to the underground easement during the appropriate building phase. Atmos has gas facilities in the alley that serve the feed mill. They have confirmed that a 30-foot clearance would give them sufficient height clearance should they require to make repairs under the catwalk and have to place their equipment temporarily. Atmos requires the applicant to take precautions during construction to ensure structures and support structures are located away from their facilities. The applicant will be required to take these precautions as part of the building permit review process.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

- | | |
|---------------------|---------------------------------|
| 1. Aerial Easement | PL_Aerial_Easement_316_MLK.docx |
| 2. Draft Resolution | PL_Resolution_316_MLK.docx |
| 3. Maps & Surveys | PL__Maps & Surveys_316 MLK.docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra

Jon James

Theresa James

Anthony Wilson

Tina Carriger

Theresa James

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

**NONEXCLUSIVE AERIAL EASEMENT APPURTENANT
FOR ENCROACHMENT OF STRUCTURES**

Date: _____, 2016

Grantor: CITY OF SAN ANGELO, a Texas home rule municipal corporation

Grantor's Mailing Address: 72 W College Avenue, San Angelo, Tom Green County,
Texas 76903

Grantee: PALMER, PALMER & PALMER, a Texas general partnership, composed of
Blaine L. Palmer and Vance W. Palmer, Sr.

Grantee's Mailing Address: 1318 North Chadbourne St., San Angelo, Tom Green County, Texas
76903

Dominant Estate Property: Lots 6 and 15, Block "N", Miles Addition to the City of San Angelo,
Tom Green County, Texas.

Subservient Property: Being 1000 +/- square feet located within the alley right-of-way
adjacent to Lots 6 and 15, Block "N" of the Miles Addition to the City of San
Angelo, Tom Green County, Texas, as more particularly described and depicted in
Exhibit "A" attached hereto and incorporated herein by reference for all purposes
(hereinafter "Easement Property").

Aerial Easement: That certain vertical air space having a bottom plane to be **30 feet** above the
surface of the Subservient Property and continuing upward and encompassing all
the airspace above the Subservient Property to a top plane of **50 feet** above the
surface of the Subservient Property.

Easement Purpose: For the nonexclusive, sole, limited purpose of constructing, maintaining,
repairing, replacing and removing a galvanized metal catwalk and related structure
and appurtenances within the Aerial Easement for the manufacture , production
packaging and storage of animal and livestock feeds. Upon abandonment of the
physical use for the Easement Purpose for a period of twenty-four (24) consecutive
months or more of any structure built within the Aerial Easement, said Aerial
Easement shall automatically expire and revert to Grantor, in which case Grantee
shall proceed with due diligence to remove any improvements constructed within
the Aerial Easement and restore the Aerial Easement area to its original state that
existed on the date of this Easement.

Reservations from Conveyance: Grantor reserves all property rights to the Subservient
Property and alley right-of-way not specifically granted to Grantee under this Aerial
Easement and reserves the reversionary interest set forth hereinabove under
"Easement Purpose".

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance, grants, sells, and conveys to Grantee and Grantee's successors and assigns for the Easement Purpose and no other, and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively the " nonexclusive, appurtenant Aerial Easement") to have and to hold the Aerial Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement over or any part thereof, to the extent that such claim arises by, through or under Grantor but not otherwise.

(signature page to follow)

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2016.

GRANTOR:
CITY OF SAN ANGELO

ATTEST:

Bryan Kendrick, City Clerk

By: _____
Daniel Valenzuela, City Manager

STATE OF TEXAS §
COUNTY OF TOM GREEN §

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

Notary Public, State of Texas

GRANTEE:
PALMER, PALMER & PALMER

ATTEST:

BY: Elizabeth 'Liz' McGill
Tom Green County Clerk

By: _____
Palmer, Palmer & Palmer
acting in his official capacity but
not individually

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me this _____ day of _____ 2016, by _____, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as Tom Green County Judge, for Tom Green County, a legal and political subdivision of the State of Texas, for the purposes and considerations therein expressed.

Notary Public, State of Texas

FIELD NOTES

20.00' Alley (8000 Sq.Ft.)

July 11, 2016
16-S-0848

Being a 20.00 feet wide Alley (8000 Square Feet) in Block N, Miles Addition, City of San Angelo, Tom Green County, Texas and being adjacent to Lots 3 through 10 and Lots 11 through 18, said Block N and said Alley being more particularly described by metes and bounds as follows:

Beginning at a ½" iron pipe found for the southwest corner of this Alley and the northwest corner of said Lot 10 and also being in the east line of Martin Luther King Drive;

Thence with the west line of this Alley and the east line of said Martin Luther King Drive, N. 30° 00' 00" W. 20.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the northwest corner of this Easement and the southwest corner of said Lot 11;

Thence with the north line of this Alley and the south line of said Lots 11 through 18, N. 60° 00' 00" E. 400.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the northeast corner of this Alley and the southeast corner of said Lot 18;

Thence with the east line of this Alley S. 30° 00' 00" E. 20.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the southeast corner of this Alley and the northeast corner of said Lot 3;

Thence with the south line of this Alley and the north line of said Lots 3 through 10, S. 60° 00' 00" W. 400.00 feet to the place of beginning.

See attached plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



COPYRIGHT 2016
 THIS SURVEY IS PROTECTED BY ALL
 APPLICABLE STATE AND FEDERAL COPYRIGHT
 LAWS. THIS SURVEY IS VOID WITHOUT AN
 ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"



SUBSERVIENT PROPERTY
 (for aerial easement)



PLAT SHOWING A SURVEY OF A 20' ALLEY
 (8,000 SQUARE FEET) FOR CLOSURE IN BLOCK
 N, MILES ADDITION, CITY OF SAN ANGELO, TOM
 GREEN COUNTY, TEXAS. SEE ATTACHED FIELD
 NOTES.

Certification is hereby made that a survey was made of the ground under my
 supervision according to the minimum standards of the Professional Land Surveying
 Board of the State of Texas, and that the same is true and correct as the same were
 made and shown to me by the Surveyor.

Surveyed of the ground July 11, 2016.
 Russell T. Gilly
 Registered Professional Land Surveyor No. 6508

SKG
 ENGINEERING, LLC
 SURVEYING • ENVIRONMENTAL • LAB/CMT
 706 SOUTH ABE STREET
 SAN ANGELO, TEXAS 76903
 PHONE: 325.655.1288
 FAX: 325.657.8398
 FIRM NO. 00152440
 www.skg.com



**A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS
DESIGNEE, TO EXECUTE A NON-EXCLUSIVE AERIAL EASEMENT
APPURTENANT TO PALMER, PALMER & PALMER FOR CONSTRUCTION
AND OPERATION OF CERTAIN FEED MILL FACILITY IMPROVEMENTS
OVER A 50 FOOT LONG PORTION OF THAT CERTAIN ALLEY AND
RIGHT-OF-WAY LOCATED AT ABOUT 316 MARTIN LUTHER KING DRIVE
AND EXTENDING EASTERLY TO A POINT OF TERMINATION; AND,
FINDING A PUBLIC PURPOSE AND BENEFIT THEREIN**

WHEREAS, Palmer, Palmer & Palmer, a Texas partnership, (hereinafter "Palmer") is the owner and operator of an animal and livestock feed mill, for the processing, manufacturing and storing of grain and feed, located at or about 316 Martin Luther King Drive, within the corporate limits of the City of, San Angelo, Tom Green County, Texas (hereinafter "Mill"); and

WHEREAS, Palmer desires a non-exclusive aerial easement over a portion of City owned alley right-of-way adjoining the northerly and southerly boundaries of two separate lots owned by Palmer, for purposes of facilitating the processing and storage of animal and livestock feeds at the Mill as well as facilitating public and utility access and use of the alley and right-of-way; and,

WHEREAS, a non-exclusive aerial easement permitting construction of mill improvements and related appurtenances in the vertical air space having a bottom plane 30 feet and an upper plane of 50 feet above the surface of the alley right-of-way will facilitate operation of the Mill and at the same time assure open and continuous utility and public access to the alley and right-of-way; and,

WHEREAS, the City Council has determined that the granting of the non-exclusive aerial easement in substantially the form of **Exhibit "A"**, attached hereto, for the purpose of operation of the Mill and assuring utility and public access to the alley and right-of-way would be in the public interest and benefit:

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

1. All of the recitals hereinabove stated are found to be true and correct and are incorporated herein and made a part of this resolution.

2. The City Council of the City of San Angelo, Texas, hereby determines that there is a public necessity for, and the public welfare and convenience will be served by granting Palmer, Palmer & Palmer a non-exclusive aerial easement appurtenant for encroachment of structures into airspace having a bottom plane 30 feet above and continuing vertically to a maximum of 50 feet above the surface of a portion of that certain alley and right-of-way extending easterly and westerly contiguous to the northerly boundary line of Lot 6, and southerly boundary line of Lot 15, Block "N", Miles Addition of the City of San Angelo, Tom Green County, Texas, in substantially the form of **Exhibit "A"**, attached hereto, for the limited purposes therein stated.

3. The City Manager or his designee is hereby authorized to negotiate and execute on behalf of the City of San Angelo a non-exclusive aerial easement appurtenant as herein provided in substantially the form of **Exhibit "A"**, attached hereto, and such other instruments as may be necessary or convenient for carrying out such purposes.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

Attest:

Bryan Kendrick, City Clerk

Approved As to Form:

Theresa James, City Attorney

EXHIBIT "A"

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

NONEXCLUSIVE AERIAL EASEMENT APPURTENANT FOR ENCROACHMENT OF STRUCTURES

Date: _____, 2016

Grantor: CITY OF SAN ANGELO, a Texas home rule municipal corporation

Grantor's Mailing Address: 72 W College Avenue, San Angelo, Tom Green County,
Texas 76903

Grantee: PALMER, PALMER & PALMER, a Texas general partnership, composed of
Blaine L. Palmer and Vance W. Palmer, Sr.

Grantee's Mailing Address: 1318 North Chadbourne St., San Angelo, Tom Green County,
Texas 76903

Dominant Estate Property: Lots 6 and 15, Block "N", Miles Addition to the City of San
Angelo, Tom Green County, Texas.

Subservient Property: Being 1000 +/- square feet located within the alley right-of-way
adjacent to Lots 6 and 15, Block "N" of the Miles Addition to the City of San
Angelo, Tom Green County, Texas, as more particularly described and depicted
in **Exhibit "A"** attached hereto and incorporated herein by reference for all
purposes (hereinafter "Easement Property").

Aerial Easement: That certain vertical air space having a bottom plane to be **30 feet** above
the surface of the Subservient Property and continuing upward and encompassing
all the airspace above the Subservient Property to a top plane of **50 feet** above the
surface of the Subservient Property.

Easement Purpose: For the nonexclusive, sole, limited purpose of constructing, maintaining,
repairing, replacing and removing a galvanized metal catwalk and related
structure and appurtenances within the Aerial Easement for the manufacture ,
production packaging and storage of animal and livestock feeds. Upon
abandonment of the physical use for the Easement Purpose for a period of twenty-
four (24) consecutive months or more of any structure built within the Aerial
Easement, said Aerial Easement shall automatically expire and revert to Grantor,
in which case Grantee shall proceed with due diligence to remove any
improvements constructed within the Aerial Easement and restore the Aerial
Easement area to its original state that existed on the date of this Easement.

Reservations from Conveyance: Grantor reserves all property rights to the Subservient Property and alley right-of-way not specifically granted to Grantee under this Aerial Easement and reserves the reversionary interest set forth hereinabove under "Easement Purpose".

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance, grants, sells, and conveys to Grantee and Grantee's successors and assigns for the Easement Purpose and no other, and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively the "nonexclusive, appurtenant Aerial Easement") to have and to hold the Aerial Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement over or any part thereof, to the extent that such claim arises by, through or under Grantor but not otherwise.

(signature page to follow)

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2016.

GRANTOR:
CITY OF SAN ANGELO

ATTEST:

Bryan Kendrick, City Clerk

By: _____
Daniel Valenzuela, City Manager

STATE OF TEXAS §
COUNTY OF TOM GREEN §

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

Notary Public, State of Texas

GRANTEE:
PALMER, PALMER & PALMER,
a general Texas partnership

By: _____
Blaine L. Palmer, Partner

BY: _____
Vance W. Palmer, Sr, Partner
not individually

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me this ____ day of _____ 2016, by **BLAINE L. PLAMER AND VANCE W. PALMER, SR.**, personally known to me (or proved to me on the basis of satisfactory evidence), to be the persons whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same as general partners of **PALMER, PALMER & PALMER**, a Texas general partnership, for the purposes and considerations therein expressed.

Notary Public, State of Texas



Aerial Easement Case File

Palmer Feed

Council District: Harry Thomas (SMD #3)

Neighborhood: Downtown

Scale: 1" approx. = 83 ft

Subject Property: 316 Martin Luther King Drive

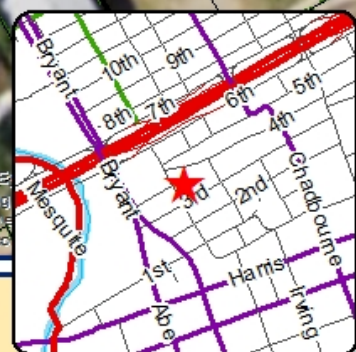
Legend

Subject Properties: —

Current Zoning: ML

Requested Zoning Change: N/A

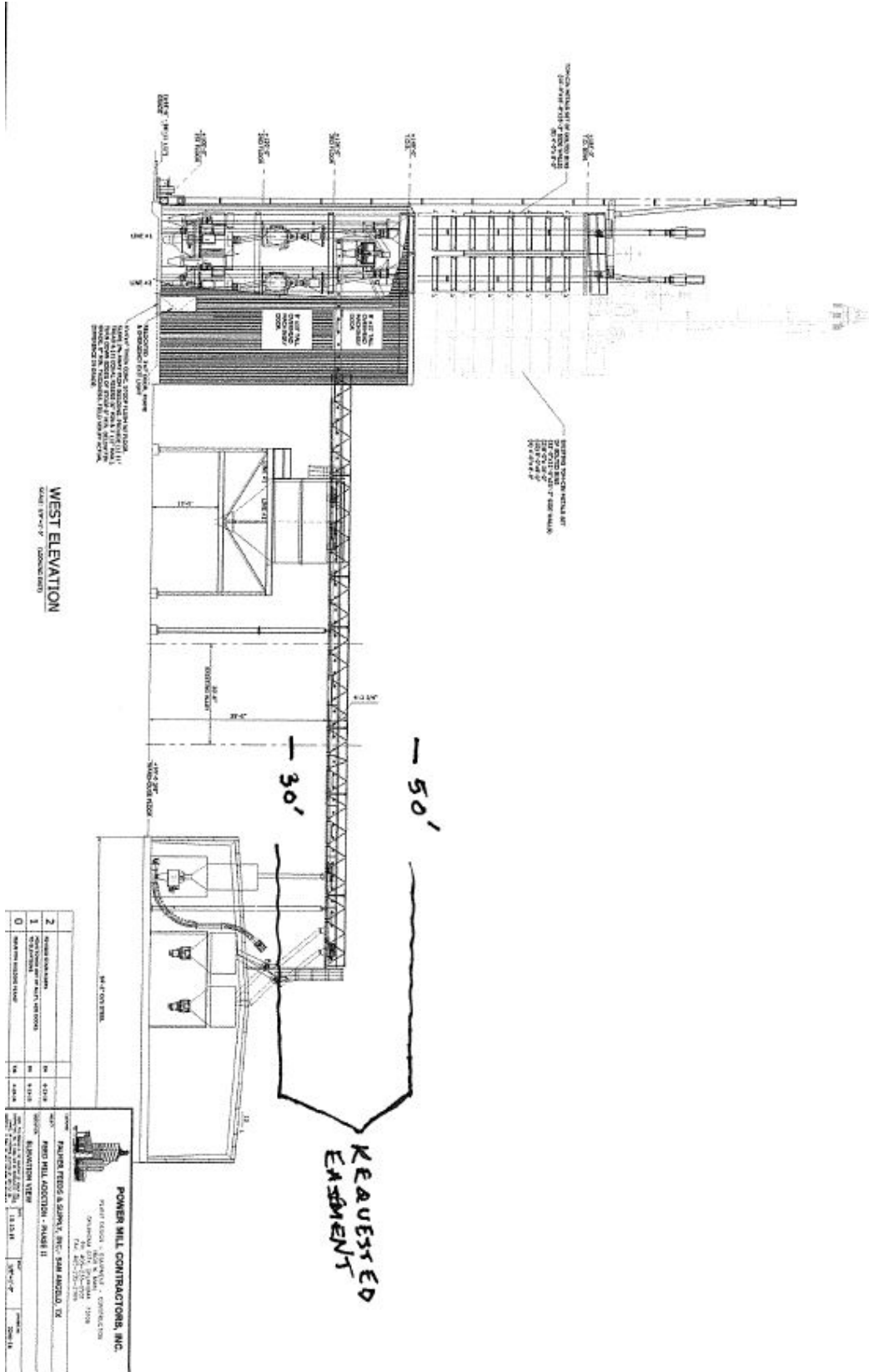
Vision: Downtown



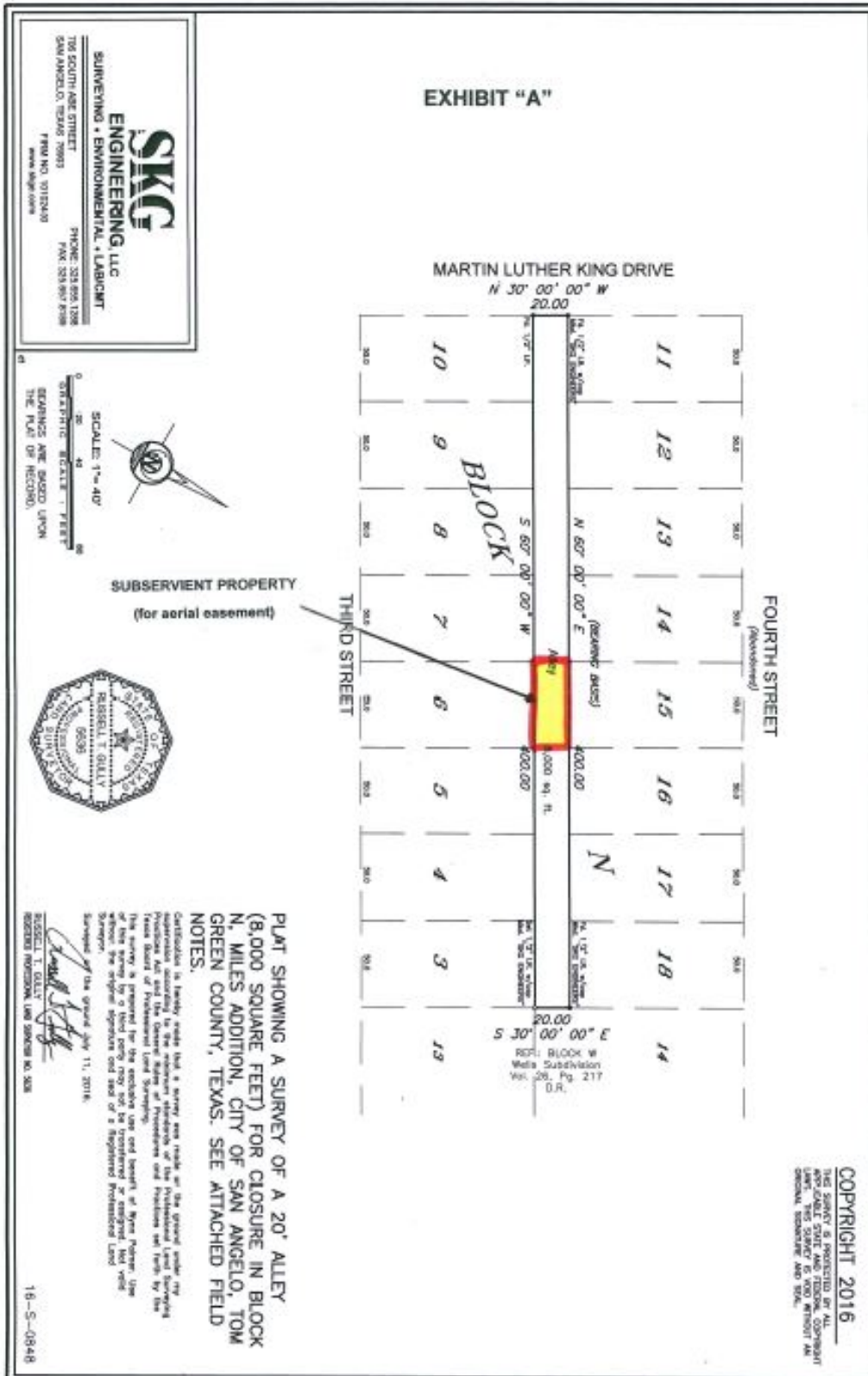
N



ELEVATION



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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Julia Antilley, Purchasing Manager, Purchasing, 325-657-4220

Meeting Date: September 20, 2016

Item type: Consent Item

Caption:

Consider approving a contract to lease uniforms from UniFirst through BuyBoard contract #507-16 in the amount of \$32,000 per fiscal year, budgeted each fiscal year by department with the option to add departments currently on the uniform purchasing program at an estimated cost of \$375 per employee, and authorizing the City Manager to negotiate and execute all related documents (J.Antilley)

Summary/History:

The City of San Angelo provides uniforms for those departments with a propensity to damage personal clothing while performing daily job functions. Of those departments, Utility Maintenance, Waste Water, Water Distribution, and Water Reclamation have elected to lease clothing to prevent chemical, waste, or other contaminants from being transferred to their personal clothing items.

Financial Impact:

The BuyBoard contract #507-16 specifies a 2% price increase each year on June 1st. Each uniform eligible department budgets annually to either lease or purchase uniform items. Any increase to the number of employees leasing uniforms will decrease the number of employees who purchased uniforms.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

Presentation:

Julia Antilley

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Consent Item

Caption:

Consideration of approving a fifth amendment to the agreement with Concho Valley Transit District in the amount of \$0 and authorizing City Manager to negotiate and execute all related documents (M. Chegwidden)

Summary/History:

Since 2006, the City of San Angelo contracts with Concho Valley Transit District to provide urban transit services in San Angelo. Staff from both agencies have been working through edits to the over-arching agreement as much of it is outdated. In the meanwhile, staff desires to execute an amendment to the existing agreement to continue the provision of services.

Providing urban transit to constituents in this way continues to be a success and both entities are committed to continuing this agreement.

Financial Impact:

None at this time.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|-----------------|--|
| 1. | Fifth amendment | 16-490 90 day extension amendment.docx |
|----|-----------------|--|

Presentation:

N/A

Approvals/Reviews:

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

**FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT
BY AND BETWEEN CITY OF SAN ANGELO
AND CONCHO VALLEY TRANSIT DISTRICT**

This Fifth Amendment to the Interlocal Agreement (Fifth Amendment) is made and entered into this ____ day of _____, 2016 (but effective as of October 1, 2016 ("Effective Date")), by and between the Concho Valley Transit District, a political subdivision of the State of Texas (CVTD) and the City of San Angelo, a Texas home-rule municipality (City).

WHEREAS, CVTD and City entered into an Interlocal Agreement (Original Agreement) on August 21, 2014, effective October 1, 2013; and

WHEREAS, CVTD and City executed a first amendment to the Original Agreement on February 16, 2010, extending the term through August 31, 2010, modifying the funding amount, and adding provision related to assets and employees; and

WHEREAS, CVTD and City executed a second amendment to the Original Agreement on October 1, 2013 extending the term through August 31, 2014; and

WHEREAS, CVTD and City executed a third amendment to the Original Agreement on October 21, 2014 extending the term to August 31, 2015; and

WHEREAS, CVTD and City executed a fourth amendment to the Original Agreement on December 9, 2015 extending the agreement to August 31, 2016 and amending the funding amount; and

WHEREAS, CVTD and City now desire to amend said Original Agreement to extend the term for an additional 60 days, effective beginning September 1, 2016 and ending November 30, 2016.

NOW THEREFORE, in consideration of the mutual promises, covenants and terms hereinafter set forth, the parties agree as follows:

FIRST. Article 2 "TERM OF AGREEMENT" Section 2.01 "Commencement and Termination Date: is hereby amended to read as follows: The term of the Agreement shall be for a period of 90 days, commencing September 1, 2016 and ending November 30, 2016.

SECOND. All remaining terms, conditions, clauses and provisions of Original Agreement and prior amendments to the extent not changed, altered or specifically amended by this instrument, shall remain in full force and effect in all respects and are hereby ratified by the parties hereto.

[Signature Page to Follow]

EXECUTED in duplicate originals on this the ____ day of _____, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CVTD

Board of Directors
Concho Valley Transit District

BY: _____

(Print Name)

Title: _____

Date: _____, 2016

ATTEST:

Title: _____

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

Date: _____, 2016

Approved as to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

Second public hearing and adoption of an ordinance levying property taxes for the City of San Angelo for the 2016 tax year.

An ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2016-2017 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated web site; and, providing for an effective date - (M. Chegwiddden)

Summary/History:

This item is the first public hearing and introduction of the ordinance to levy property taxes for the tax year 2016. The ordinance sets the total tax rate of 0.7760 per \$100 valuation and establishes taxes are delinquent on February 1, 2017. No changes are proposed to the existing exemptions, including the continuation of the 20% homestead exemption available to property owners on their primary residence.

The overall tax rate is proposed to remain the same as the prior year's tax rate of 0.776 per \$100 valuation. The proposed tax rate will 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

This year's proposed tax rate does not exceed either of the two benchmark rates, the effective tax rate or the rollback tax rate. The associated additional notices and actions are not needed for this ordinance.

City Council held a record vote to propose no more than 0.7760 per \$100 valuation on August 2, 2016. Staff introduced the budget ordinance and Council ratified the property tax revenue increase on September 6, 2016.

Financial Impact:

The proposed tax rate will generate property tax revenue as follows for the General Fund and the Debt Service Fund:

Proposed Property Tax Rate	
General Fund	\$31,365,904
Debt Service Fund	\$4,565,513
Total Property Tax Revenue	\$35,931,417

Other Information/Recommendation:

Staff recommends approval of the tax levy ordinance as presented.

Attachments:

- | | |
|--------------------------------|---|
| 1. Property Tax Levy Ordinance | FIN 160906 Tax Levy Ordinance 9-6-16.docx |
| 2. PowerPoint Presentation | FIN 160906 Budget Tax Levy 9-6-16.pptx |

Presentation:

Yes

Approvals/Reviews:

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

AN ORDINANCE FIXING AND LEVYING AD VALOREM TAXES FOR THE CURRENT TAX YEAR FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SAN ANGELO, TEXAS, FOR THE 2016-2017 BUDGET YEAR; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING WHEN THE TAX SHALL BECOME DUE; PROVIDING WHEN THE TAX SHALL BECOME DELINQUENT; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION ON THE CITY OPERATED WEB SITE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter for the City of San Angelo provides that the City Council at its first meeting in September of each year, or as soon thereafter as practicable, shall levy the annual tax for such year; and,

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of San Angelo, Texas, adopt a tax rate for the next fiscal year by September 30, 2016;and,

WHEREAS, the City Council finds that all public notices have been given and published as required by law for fixing and levying the ad valorem taxes; and,

WHEREAS, the City Council further finds that the taxes for the fiscal year beginning October 1, 2016, and ending September 30, 2017, hereinafter levied therefore are necessary to pay interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City; and,

WHEREAS, the City Council further finds that the tax for the fiscal year beginning October 1, 2016, and ending September 30, 2017, hereinafter levied for purposes of maintenance and operations must be levied to provide for the revenue requirements of the budget for the ensuing fiscal year:

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

Section One: "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE."

Section Two. The following taxes be and are hereby levied for the fiscal year 2016-2017, upon each One Hundred Dollar (\$100) valuation of property subject to taxation in the City of San Angelo for said year:

To pay annual interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City of San Angelo	\$0.0986
--	----------

For the purposes of maintenance and operations in the
General Fund

\$0.6774

The total tax rate for the aforementioned purposes is:

\$0.7760

Section Three: The taxes levied herein shall be assessed and proper record made thereof, as required by law by the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office and said officers shall collect such taxes and remit the same required by law and this ordinance.

Section Four: All taxes levied and due under this ordinance, plus penalties and interest thereon, shall become a lien upon the property against which the tax is assessed, as provided by City Charter and State law, and the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office, or their designee, are hereby authorized and empowered to enforce the collection of such taxes, penalties and interest according to the Constitution and laws of the State of Texas and the Charter and Ordinances of the City of San Angelo. Penalties and interest collected shall be paid to and credited to the General Fund of the City of San Angelo.

Section Five: Taxes levied under this ordinance shall be due on October 1, 2016, and if not paid as provided by law, shall immediately become delinquent on February 1, 2017.

Section Six: The City hereby affirms the adoption of the following exemptions from taxation of real property:

An individual may claim an exemption from taxation equal to twenty percent (20%) of the appraised value of his/her residence homestead, but not less than five thousand dollars (\$5,000) or the value of the homestead if said value is less than \$5,000.

Section Seven: Should any part, portion, or section of this ordinance be declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining parts, portions or sections of this ordinance, which provisions shall be, remain and continue in full force and effect.

Section Eight: The City Manager or his designee shall cause a copy of this Ordinance, in its entirety, as passed, to be published on the web site operated by the City of San Angelo

Section Nine: This ordinance shall become effective on the date Approved and Adopted.

INTRODUCED on the 6th day of September, 2016, and APPROVED and ADOPTED on this the 20th day of September, 2016.

YES

NO

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

Bill Richardson, SMD #1

Marty Self, SMD #2

Harry Thomas, SMD #3

Lucy Gonzales, SMD #4

Lane Carter, SMD #5

Charlotte Farmer, SMD #6

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content

Approved as to Form

Tina Carriger, Finance Director

Theresa James, City Attorney



City Council

Sept. 6, 2016



Property tax levy

- First public hearing and introduction of an ordinance levying property taxes for the 2016 tax year
- Held a record vote August 2, 2016 to propose a property tax rate
- Proposed rate is 0.776 / \$100 valuation



Property tax levy

Proposed property tax rate

Maintenance & operations	0.6774
Debt service	0.0986
Total proposed property tax rate	0.7760





City Council

Sept. 6, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

Second public hearing and adoption of an ordinance amending the 2015-2016 budget for grants and program expenses (M. Chegwidden)

Summary/History:

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

- Middle Concho Park Improvements
- Electronic Health Inspections System
- Keeping the Warmth Program
- Emergency Housing Repairs
- Homebuyers Assistance Program
- Airport Grant Projects

Financial Impact:

\$778,928 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|---------------------------|----------------------------------|
| 1. Ordinance | Ordinance.pdf |
| 2. Exhibit A | Exhibit A.pdf |
| 3. Additional Information | Additional Information.pdf |
| 4. Park Improvements | A - Park Improvements.doc |
| 5. Health Inspection | B - Health Inspection.doc |
| 6. Warmth Program | C - Warmth Program.docx |
| 7. Housing Repairs | D - Housing Repairs.docx |
| 8. Homebuyers Assist | E - Homebuyers Assist.docx |
| 9. Airport Grant | F - Airport Grant.doc |
| 10. Powerpoint | 9-6-16 FIN Budget Amendment.pptx |

Presentation:

Yes

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

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

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

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

WHEREAS the resources necessary for these changes are available;

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

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

INTRODUCED on the 6th day of September, 2016, and APPROVED and ADOPTED on this the 20th day of September, 2016.

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content and Form:

Tina Carriger, Finance Director

City of San Angelo
Proposed Budget Amendment
Exhibit A

Fund	Description	Total Revenue Amendment	Total Expense Amendment	Net Benefit/ (Cost)
103	Intergovernmental	390,950	390,950	-
453	CDBG Current Year	28,850	28,850	-
483	HOME Current Year	3,450	3,450	-
530	Airport FAA Projects	355,678	355,678	-
Total		778,928	778,928	-

City of San Angelo
Proposed Budget Amendment
Additional
Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/ (Cost)
Middle Concho Park Improvements	Texas Parks and Wildlife Department Grant	353,250	353,250	-
Electronic Health Inspections System	Health Inspection Fees	9,200	9,200	-
Keeping the Warmth Program	Atmos Grant	28,500	28,500	-
Emergency Housing Repairs	Service Line Water Royalties	28,850	28,850	-
Homebuyers Assistance Program	Recaptured Grant Funds	3,450	3,450	-
Airport Grant Projects	Passenger Facility Charges, Federal Aviation Administration Grant	355,678	355,678	-
Total		778,928	778,928	-

Memo

To: Morgan Chegwiddden, Budget Manager
From: Carl White, Parks & Recreation Director
Date: August 29, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To establish accounts to receive and expend grant funds related to construction of improvements at Lake Nasworthy, Middle Concho Park. Improvements include a widened boat ramp, restrooms, parking and lighting. Please see the attached Council-approved grant agreement related to this project.

Source of Funding:

Texas Parks and Wildlife Department grant and matching City funds. The matching City funds have already been budgeted.

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

Yes, by City Council on June 7, 2016.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
103-6xxx Revenue	0	353,250	353,250
103-6xxx Expenditure	0	353,250	353,250

Additional Comments:

Memo

To: Morgan Chegwiddden, Budget Manager
From: Sandra J. Villarreal, Health Director
Date: August 29, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

We would like to capture the increase in Revenue and add to our Expenditure lines to support the purchase of an Electronic Inspections System in FY17.

Source of Funding:

Funds are from Health Permit Fees collected. Increase Expenditures in Environmental Health due to increase in Revenue Account due to new health permits being issued.

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

No

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
103-7201-345.20-00 Health Inspections	76,745	9,200	85,945
103-7201-441.04-32 Equipment Maintenance	83,341	9,200	92,541

Additional Comments:

Memo

To: Morgan Chegwidden, Budget Manager
From: Mauri Rodríguez, Sr. Program Coordinator
Bob Salas, Director
Date: August 25, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To increase current year Atmos Funds due Atmos program year allocation. Atmos program year is July 1 – June 30.

Source of Funding:

Atmos Funds

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

Grant application approved by Council 9/15/15.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
103-7900-335.05-00 Atmos Grant	28,501	28,500	57,001
103-7900-441-05.68 Special Project "D"	28,501	28,500	57,001

Additional Comments:

Memo

To: Morgan Chegwidden, Budget Manager
From: Mauri Rodríguez, Sr. Program Coordinator
Bob Salas, Director
Date: March 7, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

[Increase Expenditures & Revenue budget by amount of Service Line Water Royalties.](#)

Source of Funding:

[Service Line Water Royalties](#)

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

[No](#)

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
453-0000-380.10-04 Royalties	0	28,850	28,850
453-2660-440.05-65 Special Project "A"	0	28,850	28,850

Additional Comments:

Warranty program royalties to be used for emergency repairs.

Memo

To: Morgan Chegwidden, Budget Manager
From: Mauri Rodríguez, Sr. Program Coordinator
Bob Salas, Director
Date: August 7, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request: [Increase Expenditures & Revenue budget by amount of recaptured funds received to date.](#)

Source of Funding: [HOME Funds](#)

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

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
483-0000-380.10-03 Misc/Recaptured Funds	6,112	3,450	9,562
483-2440-988.08-04 Homebuyers Assistance Program	106,108	3,450	109,558

Additional Comments:

Memo

To: Morgan Chegwiddden, Budget Manager
From: Liz Atwater, Business and Finance Analyst
Date: August 3, 2016
Re: Budget Amendment Request

Purpose of Budget Amendment Request:
 Grant 34 approved by Council.

Source of Funding:
 Remaining PFC Transfer - \$6,768.00
 FM Grant - \$348,910.00

Funding previously approved? If so, by City Manager or City Council and when?
 August 2, 2016

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
530-3934-331.31-05 Capital/FM Grant	0	348,910	348,910
530-3934-391.00-00 Interfund Transfers	32,000	6,768	38,768
Total Revenue		355,678	
530-3934-514 .05-65 Special Project "A" Wildlife	2,000	10,678	12,678
530-3934-514 .05-66 Special Project "B" Pavement	6,000	114,000	120,000
530-3934-514.05-67 Special Project "C" Taxiway	24,000	231,000	255,000
Total Expense		355,678	

Additional Comments:



City Council

September 6, 2016



Budget Amendment

	Revenue	Expense
Middle Concho Park Improvements	353,250	353,250
Electronic Health Inspections System	9,200	9,200
Keeping the Warmth Program	28,500	28,500



Budget Amendment

	Revenue	Expense
Emergency Housing Repairs	28,850	28,850
Homebuyers Assistance Program	3,450	3,450
Airport Grant Projects	355,678	355,678





City Council

September 6, 2016



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Code Compliance,

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending Chapter 7 "Health and Sanitation", Article 7.02 "Property Maintenance", Section 7.02.063 "Weeds & vegetation" of the San Angelo Code of Ordinances to add affirmative defenses in cases where developed property is ten (10) acres or more (J. Flores)

Summary/History:

Staff is requesting approval to amend Chapter 7, Section 7.02.063 "Weeds & vegetation" of the ordinance to provide an affirmative defense from the requirement to mow a piece of property where: The grass, weeds or brush is/are located on a developed lot, tract, or parcel of land that is more than 10 acres and is more than 100 feet (100') from any building or structure or more than fifteen feet (15') from the curb of any street, or if there is no curb from the edge of the pavement or traveled portion of the street.

Financial Impact:

No financial impact at this point.

Other Information/Recommendation:

Attachments:

- | | |
|---|---|
| 1. Weeds & vegetation abatement updated ordinance | 16-604_CODE_ORD_AMEND_WEEDS AND VEGETATION first reading.docx |
|---|---|

Presentation:

By James Flores, Asst Director, Neighborhood & Family Services

Approvals/Reviews:

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

**AN ORDINANCE AMENDING CHAPTER 7 "HEALTH AND
SANITATION" ARTICLE 7.02 "PROPERTY MAINTENANCE" OF
THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS,
BY DELETING AND REPLACING SECTION 7.02.063 "WEEDS
AND VEGETATION", PROVIDING FOR SEVERABILITY, AND
PROVIDING FOR AN EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

- 1) **THAT**, Chapter 7 "Health and Sanitation" of the Code of Ordinances is hereby amended by deleting and replacing Section 7.02.063 "Weeds and Vegetation" as set out below:

"Sec. 7.02.063 Weeds and vegetation

(a) Growth restrictions.

(1) It shall be unlawful for any person or entity owning or having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the city to permit uncultivated grass, weeds or brush to grow to a height greater than twelve inches (12") on any lot, tract or parcel of land within the corporate limits of the city.

(2) It shall be unlawful for any person or entity owning or having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the city to permit grass, weeds or any plant to grow in, upon or across the sidewalk or street adjacent to the lot or property in the area. Cultivated vegetation may be adjacent to the sidewalk when not in violation of other city ordinances. Special concern must be afforded corner lots to prevent violation of other city ordinances regarding view obstruction.

(3) The fact that a person is a present occupant of the premises shall be prima facie evidence that the person has supervision and control of the property. If the premises are unoccupied, the fact that a person is listed by the current tax roll as the owner shall be prima facie evidence that the person is the owner and has supervision and control of the lot.

(b) Affirmative defenses. The following shall be affirmative defenses to any charge of permitting grass, weeds or brush to grow in violation of subsection (a) of this section:

(1) The grass, weeds or brush is/are located on land that is being used as a pasture for the grazing of livestock.

(2) The grass, weeds or brush is/are located on land that is being used as a garden or is being cultivated for agricultural purposes.

(3) The brush has a central trunk with a girth of ten inches (10") or more at its base.

(4) The grass, weeds or brush is/are located on an undeveloped lot, tract or parcel of land, as defined by [section 7.02.061](#) of this division, and is more than one hundred feet (100') from any building, or structure or more than fifteen feet (15') from the curb of any street or, if there is no curb, from the edge of the pavement or traveled portion of the street.

(5) The grass, weeds or brush is/are located on a developed lot, tract, or parcel of land that is more than 10 acres and is more than 100 feet (100') from any building or structure or more than fifteen feet (15') from the curb of any street, or if there is no curb from the edge of the pavement or traveled portion of the street.

(6) The grass, weeds or brush is/are located on public property owned by the state or any of its subdivisions, and such governmental entity has determined that it is in the public interest that such property should remain in its natural, undisturbed condition and the vegetation on such property is in its native biome and the condition of such property does not present a danger or hazard to adjacent properties.

(7) The director of health has determined that there is just cause to permit grass, weeds or brush to grow to a height greater than twelve inches (12") on a lot, tract or parcel of land within the corporate limits of the city. Just cause shall exist if one or more of the following factors applies to the lot, tract or parcel of land in question:

(A) The topography of the land makes compliance with subsection (a) of this section impractical or impossible;

(B) The density of the brush makes compliance with subsection (a) of this section impractical or impossible;

(C) Some act of the city makes compliance with subsection (a) of this section impractical or impossible; and the land does not otherwise present a danger or hazard to adjacent properties."

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

SEVERABILITY:

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

3) THAT, this Ordinance shall be effective on, from and after the 20th day of April 2016.

INTRODUCED with public hearing on the 6th day of September, 2016, and finally PASSED, APPROVED and ADOPTED on this the 20th day of September, 2016.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Russell Pehl, City Engineer, Engineering Services, 325-657-4201

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

Consider a resolution authorizing the City Manager to negotiate and execute a construction contract with Reece Albert, Inc. pursuant to RFB No. ES-03-16 MLK Transportation Enhancement Project for street reconstruction, sidewalk and ADA accessibility, bicycle elements and utility construction services in the sum of \$5,806,443 with a 10% contingency for a total amount of \$6,387,088 (R.Pehl)

Summary/History:

Martin Luther King (MLK) Drive Transportation Enhancement/ Infrastructure Rehabilitation Project is partially funded through a federal transportation grant. The project has combined the City of San Angelo's capital improvement road funds, water and waste water funding, and the grant to develop a project that has sidewalk, trail, pedestrian, curb and gutter, road, water and waste water aspects. The primary focus location of the project is along the MLK area and right of way.

Base Bid Items:

- Sidewalk along the west side of MLK from Loop 306 at 7th St. to 29th St.
- Aged water infrastructure replacement which includes main line, fire hydrant, service taps and lateral line connections on MLK from 7th to 29th
- Aged wastewater infrastructure replacement of main line, service taps, manholes and lateral connections on MLK from 7th to 29th
- Road surfacing by means of mill and overlay on MLK from 7th to 16th
- Road reconstruction from 17th to 29th
- Curb and gutter from 17th to 29th
- Traffic signals with pedestrian implements at 19th and 29th
- Trail modifications in RIO Concho Park C & D along Rio Concho Dr, near the Concho drive from approximately Roosevelt St. to Bell St.
- Bike lanes and signage on MLK
- Bike lanes and signage in other areas of town provided by the City of San Angelo

Additive Alternate 1: The City of San Angelo is to retain ownership of the millings delivered by the contractor to a City designated stockpile location within 5 miles from the project location.

Bids were opened on August 30, 2016 in accordance with the Transportation Enhancement Grant agreement.

Financial Impact:

Bid Items:

Item No. 1 \$336,042 (Mobilization)

Item No. 2 \$1,276,854.70 (Utilities - Sewer)
Item No. 3 \$540,266.20 (Utilities - Water)
Item No. 4 \$2,372,961.69 (Street Rehabilitation)
Item No. 5 \$774,473.79 (Pedestrian Facilities)
Item No. 6 \$506,053.20 (Traffic Signals)
Add Alternate No.1 -\$208.44 (Street Rehabilitation)
Contingency: \$580,664
Base Bid Plus Alternate Total: \$6,387,088

Funding Sources:

Grant Funding: \$1,040,283
Water Funding: \$817,825
Sewer Funding: \$1,554,413
Street Bond Funds: \$2,974,566

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------|---|
| 1. | Acknowledgements | ES-03-16 MLK Acknowledgement.pdf |
| 2. | Bid Tab | ES-03-16 MLK Bid Tab.pdf |
| 3. | Project Map | ScopeChangeMap_2014_SJT-TE.pdf |
| 4. | Resolution | 16-XXX_ES-03-16_REECE_ALBERT_MLK_RESO.pdf |
| 5. | Agreement | 16-XXX_ES-03-16_REECE_ALBERT_MLK_K.pdf |

Presentation:

Approvals/Reviews:

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

**CITY OF SAN ANGELO****RFB No. ES-03-16 MLK Transportation Enhancement Infrastructure Improvement****Bid Deadline: August 30, 2016, 2:00pm****Bids Received From:**

1	Reece Albert	San Angelo	TX
2			
3			
4			

Mailed To:

1	Dickson Underground Utility Construction, LLC	San Angelo	TX
2	Darnell Construction, LLC	San Angelo	TX
3	Kiewit Texas Construction L.P.	Fort Worth	TX
4	LNV, Inc.	Corpus Christi	TX
5	Price Construction	Big Spring	TX
6	Reece Albert	San Angelo	TX
7	Seidel, Inc	San Angelo	TX
8	Wright Construction Co., Inc.	Grapevine	TX
9	Jones Bro Dirt & Paving	Odessa	TX
10	Joe Ramirez	Lubbock	TX



CITY OF SAN ANGELO

RFB No. ES-03-16 MLK Transportation Enhancement Infrastructure Improvement

Bid Deadline: August 30, 2016, 2:00pm

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

Item No. 1: Mobilization, Temporary Access and Erosion/Sedimentation Control Measures

				Reece Albert	
Item	Qty	Unit	Specification	Unit Price	Total Price
1.01	1	LS	TxDOT 500	\$225,000.00	\$225,000.00
1.02	18	Mo	TxDOT 502	\$3,084.00	\$55,512.00
1.03	18	Mo	TxDOT 506	\$3,085.00	\$55,530.00

Item No. 1: Mobilization, Temporary Access and \$336,042.00

Item No. 2: Utilities - Sanitary Sewer

Item	Qty	Unit	Specification	Unit Price	Total Price
2.01	7,924	LF	02731	\$11.70	\$92,710.80
2.02	972	LF	02731	\$72.45	\$70,421.40
2.03	6,952	LF	02731	\$95.00	\$660,440.00
2.04	5	EA	02731	\$1,790.00	\$8,950.00
2.05	20	EA	02731	\$1,880.00	\$37,600.00
2.06	46	EA	02610	\$8,700.00	\$400,200.00
2.07	250	LF	02731	\$6.12	\$1,530.00
2.08	345	LF	TxDOT 402	\$14.50	\$5,002.50

Item No. 2: Utilities - Sanitary Sewer **\$1,276,854.70**

Item No. 3: Utilities - Water

Item	Qty	Unit	Specification	Unit Price	Total Price
3.01	406	LF	02665	\$66.30	\$26,917.80
3.02	2,033	LF	02665	\$87.30	\$177,480.90
3.03	1,710	LF	02665	\$99.25	\$169,717.50
3.04	100	LF	02665	\$155.10	\$15,510.00
3.05	1	EA	02669	\$800.00	\$800.00
3.06	14	EA	02669	\$1,670.00	\$23,380.00
3.07	8	EA	02669	\$1,960.00	\$15,680.00
3.08	2	EA	02669	\$2,860.00	\$5,720.00

Item No.3: Utilities - Water Cont'd

Item	Qty	Unit	Specification	Unit Price	Total Price
3.09	7	EA	02665	\$7,380.00	\$51,660.00
3.10	10	EA	02665	\$640.00	\$6,400.00
3.11	100	LF	02665	\$290.00	\$29,000.00
3.12	40	LF	02665	\$300.00	\$12,000.00
3.13	20	LF	02665	\$300.00	\$6,000.00

Item No.3: Utilities - Water **\$540,266.20**

Item No. 4: Street Rehabilitation

Item	Qty	Unit	Specification	Unit Price	Total Price
4.01	20,844	SY	TxDOT 105	\$2.60	\$54,194.40
4.02	25,862	SY	TxDOT 105	\$4.40	\$113,792.80
4.03	122	CY	TxDOT 110	\$27.70	\$3,379.40
4.04	127	CY	TxDOT 134	\$16.90	\$2,146.30
4.05	25,862	SY	TxDOT 260	\$6.90	\$178,447.80

Item No. 4: Street Rehabilitation Cont'd

Item	Qty	Unit	Specification	Unit Price	Total Price
4.06	654	TON	TxDOT 260	\$248.00	\$162,192.00
4.07	25,862	SY	TxDOT 247	\$13.40	\$346,550.80
4.08	4,500	Ton	TxDOT 340	\$149.70	\$673,650.00
4.09	15,311	SY	TxDOT 354	\$2.90	\$44,401.90
4.10	8,423	LF	TxDOT 529	\$23.30	\$196,255.90
4.11	801	LF	TxDOT 529	\$81.00	\$64,881.00
4.12	1,984	SY	TxDOT 530	\$69.00	\$136,896.00
4.13	12,485	LF	TxDOT 666	\$0.51	\$6,367.35
4.14	193	LF	TxDOT 666	\$0.51	\$98.43
4.15	1,131	LF	TxDOT 666	\$3.60	\$4,071.60
4.16	280	LF	TxDOT 666	\$6.10	\$1,708.00
4.17	256	EA	TxDOT 672	\$3.06	\$783.36

Item No. 4: Street Rehabilitation Cont'd

Item	Qty	Unit	Specification	Unit Price	Total Price
4.18	433	SF	TxDOT 636	\$25.50	\$11,041.50
4.19	52	EA	TxDOT 644	\$715.00	\$37,180.00
4.20	6,249	GAL	TxDOT 310	\$4.85	\$30,307.65
4.21	8,335	GAL	TxDOT 316	\$5.40	\$45,009.00
4.22	245	CY	TxDOT 316	\$370.00	\$90,650.00
4.23	1,355	SY	TxDOT 360	\$108.50	\$147,017.50
4.24	1	AC	02936	\$3,880.00	\$3,880.00
4.25	390	SY	TxDOT 160	\$15.60	\$6,084.00
4.26	130	SY	TxDOT 104	\$29.50	\$3,835.00
4.27	2,960	LF	TxDOT 104	\$2.75	\$8,140.00

Item No.4: Street Rehabilitation **\$2,372,961.69**

Item No. 5: TEP Grant Pedestrian Facilities

Item	Qty	Unit	Specification	Unit Price	Total Price
5.01	1,120	SY	TxDOT 104	\$13.00	\$14,560.00
5.02	53	LF	TxDOT 104	\$40.00	\$2,120.00
5.03	3,909	LF	TxDOT 104	\$2.75	\$10,749.75
5.04	730	CY	TxDOT 110	\$58.50	\$42,705.00
5.05	760	CY	TxDOT 132	\$28.40	\$21,584.00
5.06	12	CY	TxDOT 420	\$615.00	\$7,380.00
5.07	2	CY	TxDOT 420	\$3,500.00	\$7,000.00
5.08	2,149	LB	TxDOT 442	\$4.75	\$10,207.75
5.09	150	LF	TxDOT 450	\$127.00	\$19,050.00
5.10	89	LF	TxDOT 529	\$40.80	\$3,631.20
5.11	4,511	SY	TxDOT 531	\$73.70	\$332,460.70
5.12	167	SY	TxDOT 531	\$88.00	\$14,696.00

Item No. 5: TEP Grant Pedestrian Facilities Cont'd

Item	Qty	Unit	Specification	Unit Price	Total Price
5.13	8	EA	TxDOT 531	\$1,175.00	\$9,400.00
5.14	2	EA	TxDOT 531	\$1,225.00	\$2,450.00
5.15	2	EA	TxDOT 531	\$1,275.00	\$2,550.00
5.16	48	EA	TxDOT 531	\$1,325.00	\$63,600.00
5.17	3	EA	TxDOT 531	\$1,020.00	\$3,060.00
5.18	533	SF	TxDOT 636	\$25.50	\$13,591.50
5.19	147	EA	TxDOT 644	\$715.00	\$105,105.00
5.20	4	EA	TxDOT 644	\$660.00	\$2,640.00
5.21	878	LF	TxDOT 666	\$0.51	\$447.78
5.22	49,509	LF	TxDOT 666	\$0.51	\$25,249.59
5.23	99	LF	TxDOT 667	\$3.60	\$356.40

Item No. 5: TEP Grant Pedestrian Facilities Cont'd

Item	Qty	Unit	Specification	Unit Price	Total Price
5.24	96	LF	TxDOT 666	\$6.10	\$585.60
5.25	2	EA	TxDOT 668	\$87.00	\$174.00
5.26	127	EA	TxDOT 668	\$180.00	\$22,860.00
5.27	127	EA	TxDOT 668	\$230.00	\$29,210.00
5.28	2,082	LF	TxDOT 666	\$0.51	\$1,061.82
5.29	520	LF	TxDOT 666	\$0.51	\$265.20
5.30	1,035	LF	TxDOT 666	\$0.50	\$517.50
5.31	3	EA	TxDOT 644	\$715.00	\$2,145.00
5.32	1	EA	TxDOT 628	\$3,060.00	\$3,060.00

Item No. 5: TEP Grant Pedestrian Facilities **\$774,473.79**

Item No. 6: Traffic Signals

Item	Qty	Unit	Specification	Unit Price	Total Price
6.01	75	LF	TxDOT 416	\$235.00	\$17,625.00
6.02	79	LF	TxDOT 416	\$360.00	\$28,440.00
6.03	13	LF	TxDOT 416	\$485.00	\$6,305.00
6.04	410	LF	TxDOT 618	\$25.50	\$10,455.00
6.05	380	LF	TxDOT 618	\$25.50	\$9,690.00
6.06	20	LF	TxDOT 618	\$36.00	\$720.00
6.07	70	LF	TxDOT 618	\$36.00	\$2,520.00
6.08	710	LF	TxDOT 620	\$1.80	\$1,278.00
6.09	950	LF	TxDOT 620	\$1.80	\$1,710.00
6.10	360	LF	TxDOT 620	\$1.90	\$684.00
6.11	11	EA	TxDOT 624	\$2,300.00	\$25,300.00
6.12	1	EA	TxDOT 628	\$5,100.00	\$5,100.00

Item No. 6: Traffic Signals Cont'd

Item	Qty	Unit	Specification	Unit Price	Total Price
6.13	1	LS	TxDOT 628	\$5,100.00	\$5,100.00
6.14	169	SF	TxDOT 636	\$51.00	\$8,619.00
6.15	800	LF	TxDOT 666	\$0.60	\$480.00
6.16	600	LF	TxDOT 666	\$0.60	\$360.00
6.17	1,450	LF	TxDOT 666	\$6.60	\$9,570.00
6.18	2,500	LF	TxDOT 666	\$0.60	\$1,500.00
6.19	8	EA	TxDOT 666	\$97.00	\$776.00
6.20	2	EA	TxDOT 680	\$51,000.00	\$102,000.00
6.21	2	EA	TxDOT 680	\$20,400.00	\$40,800.00
6.22	18	EA	TxDOT 682	\$255.00	\$4,590.00
6.23	18	EA	TxDOT 682	\$255.00	\$4,590.00

Item No. 6: Traffic Signals Cont'd

Item	Qty	Unit	Specification	Unit Price	Total Price
6.24	18	EA	TxDOT 682	\$255.00	\$4,590.00
6.25	2	EA	TxDOT 682	\$255.00	\$510.00
6.26	2	EA	TxDOT 682	\$255.00	\$510.00
6.27	16	EA	TxDOT 682	\$715.00	\$11,440.00
6.28	16	EA	TxDOT 682	\$82.00	\$1,312.00
6.29	2	EA	TxDOT 682	\$122.00	\$244.00
6.30	290	LF	TxDOT 684	\$2.00	\$580.00
6.31	680	LF	TxDOT 684	\$5.10	\$3,468.00
6.32	1	EA	TxDOT 686	\$8,200.00	\$8,200.00
6.33	4	EA	TxDOT 686	\$8,200.00	\$32,800.00
6.34	2	EA	TxDOT 686	\$9,180.00	\$18,360.00
6.35	1	EA	TxDOT 686	\$10,200.00	\$10,200.00

Item No. 6: Traffic Signals Cont'd

Item	Qty	Unit	Specification	Unit Price	Total Price
6.36	16	EA	TxDOT 688	\$1,680.00	\$26,880.00
6.37	15	EA	TxDOT 688	\$1,020.00	\$15,300.00
6.38	1	EA	TxDOT 690	\$3,570.00	\$3,570.00
6.39	8	EA	TxDOT 690	\$1,735.00	\$13,880.00
6.40	680	LF	TxDOT 690	\$2.04	\$1,387.20
6.41	2	EA	TxDOT 690	\$6,630.00	\$13,260.00
6.42	2	EA	TxDOT 6002	\$11,735.00	\$23,470.00
6.43	8	EA	TxDOT 6002	\$3,060.00	\$24,480.00
6.44	680	LF	TxDOT 6002	\$5.00	\$3,400.00

Item No. 6: Traffic Signals **\$506,053.20**

Additive Alternate Item No.1: Street Rehabilitation

Item	Qty	Unit	Specification	Unit Price	Total Price
A1.01	(20,844)	SY	DELETE	\$2.60	(\$54,194.40)
A1.02	20,844	SY	TxDOT 105	\$2.59	\$53,985.96

Additive

(\$208.44)

Base Bid Total:

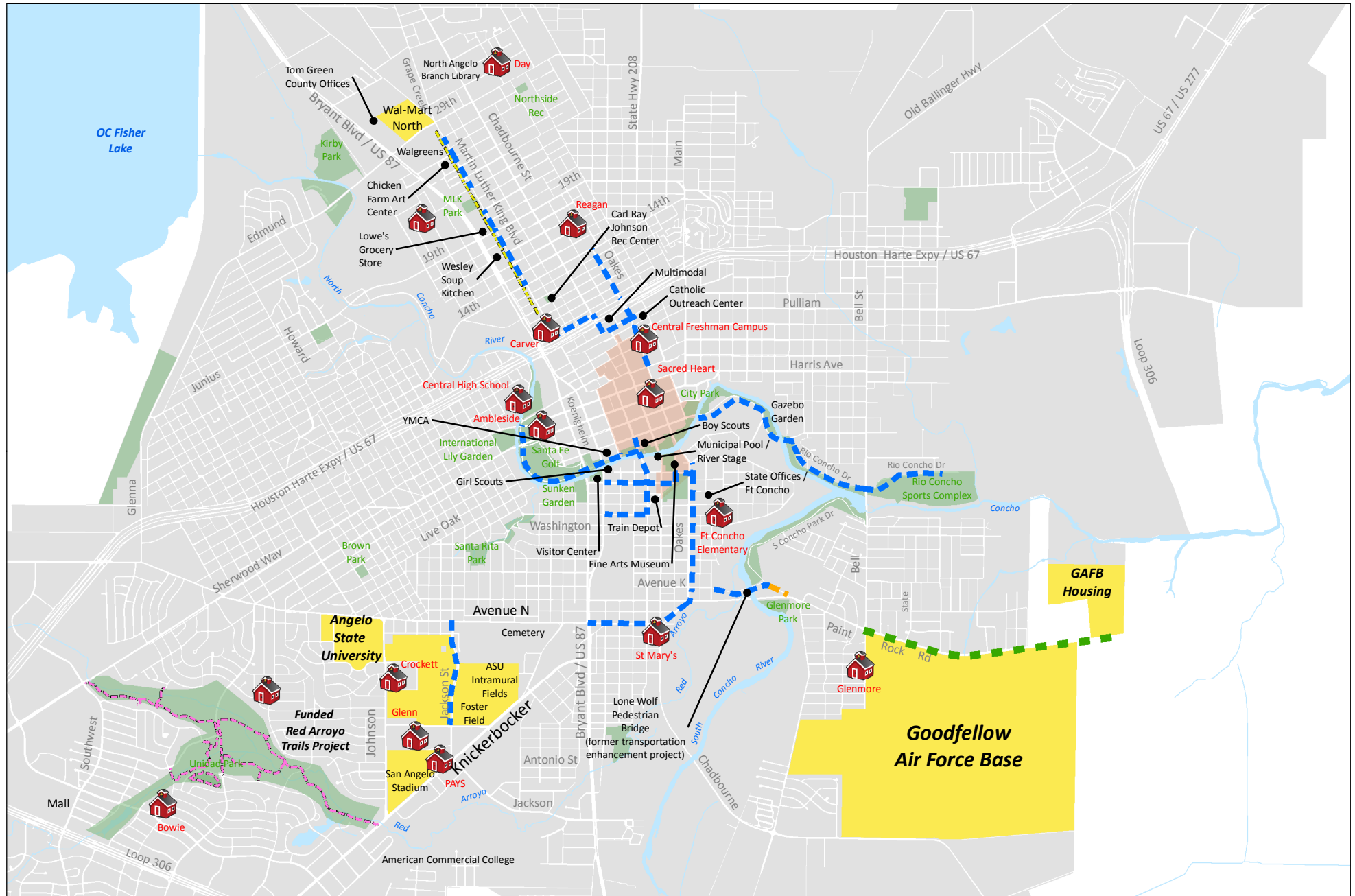
\$5,806,651.58

Additive Total:

(\$208.44)

Base + Additive:

\$5,806,443.14



- Proposed On-Street Bike Lane
- Current Off-Street Bike Trail
- Existing TxDOT Shared Use Traffic Lane
- Proposed Sidewalk
- Red Arroyo Trail Project (funded - scheduled completion 2014)

- School
- Park
- Central Business District

Texas Transportation Enhancement Grant Proposal San Angelo, Texas



GIS Division
Date: 7/10/2014

1 inch = 4,250 feet

**A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL
AWARDING RFB NO. ES-03-16 FOR MLK TRANSPORTATION
ENHANCEMENT / INFRASTRUCTURE IMPROVEMENT PROJECT TO
REECE ALBERT, INC., AND AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE A CONSTRUCTION AGREEMENT IN
ACCORDANCE WITH SAID BID AWARD WITH REECE ALBERT, INC. FOR
CONSTRUCTION OF SIDEWALKS, BICYCLE LANES, STREET
IMPROVEMENTS, AND TRAFFIC CONTROL DEVICES AT AND ABOUT
MARTIN LUTHER KING STREET**

WHEREAS, the City of San Angelo issued a Request for Bid RFB No. ES-03-16 “Engineering Division, MLK Transportation Enhancement/Infrastructure Improvement Project”, for the construction of sidewalks, bicycle lanes, street improvements and traffic control devices at and about Martin Luther King Street; and,

WHEREAS, Reece Albert, Inc. bid in response thereto and has been determined to be the lowest, responsible bidder for the Project;

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

The City Council hereby awards RFB No. ES-03-16 “Engineering Division, MLK Transportation Enhancement/Infrastructure Improvement Project”, for the construction of sidewalks, bicycle lanes, street improvements and traffic control devices at and about Martin Luther King Street, and authorizes the City Manager to negotiate and execute a construction agreement in accordance with said bid award with Reece Albert, Inc. for Construction of the Project improvements, in a sum not to exceed \$5,806,443.14, plus a ten percent contingency for a total sum of \$6,387,088, in substantially the form of the Construction Agreement attached.

PASSED, APPROVED, and ADOPTED on this the ____ day of September, 2016.

CITY OF SAN ANGELO

ATTEST:

By: _____
Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Content:

Approved as to Form:

Russell Pehl, City Engineer

Theresa James, City Attorney

**CONSTRUCTION AGREEMENT FOR MLK TRANSPORTATION
ENHANCEMENT/ INFRASTRUCTURE IMPROVEMENT PROJECT
BETWEEN THE CITY OF SAN ANGELO AND REECE ALBERT, INC.
PURSUANT TO RFB ES-03-16**

This Construction Agreement for MLK Transportation Enhancement/Infrastructure Improvement Project (“Agreement”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and REECE ALBERT, INC., a Texas for profit corporation (“Contractor”), effective as of the 20th day of September, 2016 (the “Effective Date”).

RECITALS

A. City has issued a Request for Bids No.ES-03-16 /MLK Street Improvement Project (“RFB No. ES-03-16”) for MLK Transportation Enhancement/Infrastructure Improvement Project (“Work” or “Services”) and Contractor’s response thereto (“Response”) has been selected as a qualified Response for the provision of Services. Contractor reaffirms all averments in Contractor’s Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. City wishes to engage the services of Contractor, and Contractor wishes to perform Services for City.

C. Contractor’s representative executing this Agreement on behalf of Contractor has full and complete authority of Contractor’s governing body to bind Contractor. The parties intend that this Agreement constitute the legal, valid and binding obligation of Contractor and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. RECITALS AND INCORPORATION: The recitals are true and correct and are hereby incorporated into and made a part of this Contract. The RFB No. ES-03-16, Addendum 1 dated August 23, 2016, including KSA Sealed Drawings 1 and 2; and, Addendum 2 dated August 25, 2015, including KSA Sealed Drawings 1 and 2, collectively **Exhibit “A”**; Contractor’s Response, **Exhibit “B”**; Special Insurance Rider, **Exhibit “C”**; TxDOT Standard Specifications, Special Specifications and Special Provisions, **Attachment 1**; Technical Specifications, TxDOT CSJ No. STP 2014 (091)TE, dated July 2014 and prepared by KSA Engineers, Inc.: **Attachment 1-a**; and, Owner’s Supplementary General Conditions, **Attachment 2**, are sometimes referred to herein collectively as the Contract Documents as identified in Section 6 below (“Contract Documents”), which are by this reference incorporated herein and made a part of this Contract by reference to said Exhibits and Attachment.

2. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within eighteen (18)

months ("Contract Time") after the date Work commences as established by the Notice to Proceed. Upon Contractor's receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in the Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City.

3. LIQUIDATED DAMAGES: City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 2.above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for Contractor to pay City ONE THOUSAND TWENTY DOLLARS AND NO/100 (\$1,020.00) for each calendar day that expires after the time specified in Section 2.until Work is substantially complete. Therefore, Contractor shall pay City as liquidated damages ONE THOUSAND TWENTY DOLLARS AND NO/100 (\$1,020.00) for each calendar day that expires after the time specified in Section 2.until Work is substantially complete.

4. SCOPE OF WORK/SERVICES:

A. Contractor agrees to provide Work/Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth in the Contract Documents.

B. Contractor represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the workmanlike manner described in Contract Documents.

5. COMPENSATION:

A. Contractor shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in the Contract Documents. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

B. Contractor shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice, and be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Contractor's fees, City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

C. The amount of compensation payable by City to Contractor shall be based on the rates and schedules or total price described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement.

D. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

6. CONTRACT DOCUMENTS: The following documents from the City of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

- This Construction Agreement
- RFB No. ES-03-16, Addendum 1 dated August 23, 2016, including KSA Sealed Drawings 1 and 2; and, Addendum 2 dated August 25, 2015, including KSA Sealed Drawings 1 and 2: Collectively **Exhibit "A"**
- Contractor's Response to RFB No. ES-03-16: **Exhibit "B"**
- TxDOT Standard Specifications, Special Specifications and Special Provisions: **Attachment 1**
- Technical Specifications, TxDOT CSJ No. STP 2014 (091)TE, dated July 2014 and prepared by KSA Engineers, Inc.: **Attachment 1-a**
- Owner's Supplementary General Conditions: **Attachment 2**

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

- This Construction Agreement

- RFB No. ES-03-16, Addendum 1 dated August 23, 2016, including KSA Sealed Drawings 1 and 2; and, Addendum 2 dated August 25, 2015, including KSA Sealed Drawings 1 and 2: Collectively **Exhibit “A”**
- Contractor’s Response to RFB No. ES-03-16: **Exhibit “B”**
- TxDOT Standard Specifications, Special Specifications and Special Provisions: **Attachment 1**
- Technical Specifications, TxDOT CSJ No. STP 2014 (091)TE, dated July 2014 and prepared by KSA Engineers, Inc.: **Attachment 1-a**
- Owner’s Supplementary General Conditions: **Attachment 2**

7. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor’s performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Contractor’s Work and perform such tests, as City deems reasonably necessary, to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms found in **Exhibit “A”** and the Contract Documents. Contractor shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

8. AWARD OF AGREEMENT: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

9. PUBLIC RECORD: Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to required disclosure under applicable law. Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and City laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as “Regulations”), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Contractor agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Contractor or Contractor’s agent, consultant under contract, or another entity over which Contractor exercises control (whether active or passive) of Contractor or its employees, agents or sub-Contractors (collectively referred to as “Contractor”) (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-Contractors, as provided above, for which Contractor’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Contractor in performing Services under this Agreement.

12. INSURANCE: Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in **Exhibit “C”** 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 shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers’ Compensation. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Contractor. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City 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 City’s Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Contractor shall not be construed to be a limitation upon Contractor’s liability or as a full performance on its part of Contractor’s indemnification requirements under this Agreement. Contractor’s obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

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

Contractor shall cause each subContractor and sub-subContractor of Contractor to purchase and maintain insurance of the types and in the amounts specified in **Exhibit “C”** hereto. Contractor shall require subContractors and sub-subContractors to furnish copies of certificates of insurance to Contractor’s Risk Manager evidencing coverage for each subContractor and sub-subContractor.

If, in the judgment of City, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kinds previously required and

shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Contractor shall be deemed in default of this Agreement.

13. DEFAULT: If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Contractor while Contractor was in default shall be immediately returned to City. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to City for all costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the reprocurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Contractor understands and agrees that all disputes between Contractor and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Contractor shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Contractor wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Contractor's Request within the thirty (30) days of receipt of Contractor's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Contractor's Request, the Official shall notify Contractor the date upon which a decision shall be issued. Submission of Contractor's Request for determination of the dispute is a condition precedent to Contractor's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Contractor's written Request for determination, whichever occurs first, Contractor will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Contractor's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Contractor's Request, the

dispute shall be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Contractor's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Contractor or stopping Work is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

15. TERMINATION RIGHTS OF CITY:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Contractor compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Contractor, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to City all amounts received by Contractor under this Agreement.

16. NONDISCRIMINATION: Contractor represents and warrants to City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

17. ASSIGNMENT: This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

18. NOTICES: All notices or other communications required under this Agreement shall be in writing and

shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo
Attn: Russell Pehl, City Engineer
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-4201

TO CONTRACTOR:

REECE ALBERT, INC.
Attn: Craig W. Odom
P.O. Box 62030
San Angelo, Texas 76903
(325) 947-1555

19. AMENDMENTS: City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of City and Contractor, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Contractor from their respective obligations under this Agreement.

20. WARRANTY:

A. The Contractor warrants and guarantees to the Owner that all Materials or Equipment will be new unless otherwise specified, free from faults or defects, and that all Work will be performed in a workmanlike manner, and in accordance with the specifications and requirements of the Contract Documents as well as of any required or applicable regulations, codes, inspections, test, or required approvals. All unsatisfactory, faulty or un-workman like Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defective Work shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

B. If required by the Owner prior to approval of final payment the Contractor will promptly, without cost to the Owner, either correct any defective Work, whether or not fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by its correction, removal, or replacement of Contractor's defective Work. If the Contractor does not diligently proceed to correct such defective Work or remove and replace such rejected Work within a reasonable time, as required by written notice from the Owner, the Owner

may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be charged to the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price or otherwise paid by Contractor.

C. Prior to the expiration of one (1) year after the date of Final Completion (or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or warranty required by the Contract Documents), if any Work is found to be defective, the Contractor will promptly without cost to the Owner and in accordance with the Owner's written instruction, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. Any such corrected or replaced defective work shall be warranted by the Contractor for one year from and after such correction or replacement of work.

D. If the Contractor does not promptly comply with the terms of such instructions to correct or replace defective Work, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor. In such case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. Should the remaining contract balance be insufficient to complete the works, Owner will seek reimbursement from the Contractor and/or its surety for the damages in excess of the remaining contract balance. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor within thirty (30) days of written demand for payment accompanied by supporting documentation.

21. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified

to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

22. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

23. INDEPENDENT CONTRACTOR: Contractor has been procured and is being engaged to provide Services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Texas Workers' Compensation benefits available to employees of City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to City under this Agreement.

24. CONTINGENCY CLAUSE: City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

25. REAFFIRMATION OF REPRESENTATIONS: Contractor hereby acknowledges and reaffirms all of the representations contained in this Agreement and Contractor's response to solicitation for bid.

26. DOCUMENTS OF INCORPORATION: This Agreement is expressly made subject to all exhibits

and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

27. SURVIVAL OF REMEDIES: Anything in this Agreement to the contrary notwithstanding the provisions of this agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

28. ENTIRE AGREEMENT: This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

29. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

Date: _____, 2016

CONTRACTOR:

REECE ALBERT, INC.

BY: _____
Craig W. Odom, Director

Date: _____, 2016

ATTEST:

BY: _____

(print name)

ITS: _____
Corporate office or position held

APPROVED AS TO CONTENT:

Julia Antilley, Purchasing Manager

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

APPROVED AS TO CONTENT:

Russell Pehl, City Engineer

APPROVED AS TO RISK

Charles Hagen, Risk Manager

**CONSTRUCTION AGREEMENT FOR MLK TRANSPORTATION
ENHANCEMENT/ INFRASTRUCTURE IMPROVEMENT PROJECT
BETWEEN THE CITY OF SAN ANGELO AND REECE ALBERT, INC.
PURSUANT TO RFB ES-03-16**

EXHIBIT “A”

RFB No. ES-03-16

(Following pages)

**CONSTRUCTION AGREEMENT FOR MLK TRANSPORTATION
ENHANCEMENT/ INFRASTRUCTURE IMPROVEMENT PROJECT
BETWEEN THE CITY OF SAN ANGELO AND REECE ALBERT, INC.
PURSUANT TO RFB ES-03-16**

EXHIBIT B

CONTRACTOR'S RESPONSE TO RFB NO. ES-03-16

[Contractor's Rates or Full Price are set forth in the Contractor's Response on the following pages]

**CONSTRUCTION AGREEMENT FOR MLK TRANSPORTATION
ENHANCEMENT/ INFRASTRUCTURE IMPROVEMENT PROJECT
BETWEEN THE CITY OF SAN ANGELO AND REECE ALBERT, INC.
PURSUANT TO RFB ES-03-16**

**EXHIBIT “C”
SPECIAL INSURANCE RIDER**

TYPES AND AMOUNTS OF INSURANCE REQUIRED. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor’s sole expense, insurance 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 Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor’s employees) and damage to property of City or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Agreement entitled “Indemnification,” including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

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

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

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------

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

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

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

**CONSTRUCTION AGREEMENT FOR MLK TRANSPORTATION
ENHANCEMENT/ INFRASTRUCTURE IMPROVEMENT PROJECT
BETWEEN THE CITY OF SAN ANGELO AND REECE ALBERT, INC.
PURSUANT TO RFB ES-03-16**

Attachment 1

**TxDOT Standard Specifications, Special Specifications and Special Provisions
(Following Pages)**

**CONSTRUCTION AGREEMENT FOR MLK TRANSPORTATION
ENHANCEMENT/ INFRASTRUCTURE IMPROVEMENT PROJECT
BETWEEN THE CITY OF SAN ANGELO AND REECE ALBERT, INC.
PURSUANT TO RFB ES-03-16**

Attachment 1-a

Technical Specifications

**TxDOT CSJ No. 0907-24-043
Federal Project No. STP 2014(091)TE**

**Dated: July 2016
Prepared by KSA**

(Following Pages)

**CONSTRUCTION AGREEMENT FOR MLK TRANSPORTATION
ENHANCEMENT/ INFRASTRUCTURE IMPROVEMENT PROJECT
BETWEEN THE CITY OF SAN ANGELO AND REECE ALBERT, INC.
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Owner's Supplementary General Conditions

Attachment 2

1. Notice to Proceed and the Preconstruction Conference

No work shall be performed until issuance of a written notice to proceed by the Owner. The notice to proceed shall be issued only upon completion of the Preconstruction Meeting and all related requirements as provided for in the Contract Documents.

2. Ownership, Copies of Documents, and Record Documents

All Specifications, Plans, and copies thereof furnished by the Owner shall remain the property of the Owner. They shall not be used on another project.

The Contractor will keep one record copy of all Specifications, Plans, Field Changes, Shop Drawings, and any addenda thereto at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Owner and shall be delivered to the Owner upon completion of the Project.

3. Cooperation between Contractors

When separate contracts are let within the limits of anyone project, each Contractor shall conduct the work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. The Contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if Owner is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its Work with theirs. If any part of the Contractor's Work depends upon the work of any such other contractor or the Owner for proper execution or results, the Contractor will inspect such work and promptly report any defects or deficiencies in writing to the Owner. Failure to make such a report shall constitute an acceptance of the other work as fit and proper for the Work,

except as to defects and deficiencies which may appear in the other work after the execution of Contractor's Work.

The Contractor will do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter the work of others with the written consent of the Owner.

Contractor shall defend and hold harmless Owner and Owner's officers, council members, agents and employees from and against any and all claims, costs, suits, damages and liabilities that may arise out of the performance of the Agreement with Owner, and shall release Owner from liability for and waive any claim for direct or consequential damages arising from, delay, work interference, or inconvenience experienced by the Contractor relating to the presence, conduct or operations of any other contractor or subcontractor on the Project.

If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the Award of the Agreement, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others causes Contractor to incur additional expense or entitles Contractor to an extension of the Contract Time, Contractor may make a claim therefore as provided for herein.

4. Acceptance of Work by Others

Each subcontractor shall examine work installed by others that would affect the final appearance of the subcontractor's installation and notify the Engineer and General Contractor in writing of any defects which would impair finished appearance of the Work. Application of materials by subcontractor will constitute acceptance of work by others.

5. Use of Premises

The Contractor will confine its equipment, the storage of materials and equipment, and the operations of its workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unnecessarily encumber the premises with materials or equipment.

6. Owner's Status During Construction

All instructions of the Owner, or its duly appointed representative, to the Contractor shall be issued directly to the Contractor.

The Owner will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The efforts of the Owner will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents, but Owner will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. Based on on-site observations, the Owner, or its duly appointed representative, will keep informed of the progress of the Work and will endeavor to guard it against defect and deficiencies.

The Owner will have authority to disapprove of or reject Work which is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test, or approval set forth herein. The Owner will also have authority to require special inspection or testing of the Work as provided herein, whether or not the Work is fabricated, installed, or completed. If such special inspection or testing reveals that the work already performed by Contractor was in accord with the contract documents the costs of such inspection and testing, if any, shall be paid by owner via a change order.

Neither the Owner's authority to act under this subsection, nor any decision made by it in good faith, either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

7. Owner's Clarifications or Interpretations

The Owner will issue with reasonable promptness such clarifications or interpretations (in the form of drawings or otherwise) as may be determined necessary for the proper execution of the Work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles it to an increase in the Contract Price, it may make a claim therefore as provided in the Contract Documents.

8. Access to the Work and Uncovering Finished Work

The Owner and his representatives will at all times have access to the Work. The Contractor will facilitate such access and observation of the Work as well as any inspection or testing thereof by others.

If any Work is covered contrary to the request of the Owner, it must be uncovered for observation and replaced at the Contractor's expense, if requested by the Owner.

If any Work has been covered which the Owner has not specifically requested to observe prior to its being covered, or if the Owner considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Owner's request, will uncover, expose, or otherwise make available for observation, inspection or testing that portion of the Work in question. The Contractor will furnish all necessary labor, material, and equipment to comply.

If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, testing, and professional services. If, however, such Work is found not to be defective and meets the requirements of the Contract Documents, the Contractor may request and may be granted an increase in the Contract Price and/or extension of the Contract Time as compensation, but only for the amount or time directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.

9. Change of Contract Time

The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the

Contract Documents to make a claim for an extension in the Contract Time, the claim shall be in writing delivered to the Owner within fifteen (15) days of the occurrence of the event-giving rise to the claim. All claims for adjustment in the Contract Time shall be as determined or approved by the Owner. Any change in the Contract Time resulting from any such claim shall be incorporated into a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God, unanticipated subsurface conditions, inability to secure permits, or unsafe materials.

Time limits stated in the Contract Documents are the essence of the Agreement. The provisions of this Section shall not exclude recovery by Owner for delay.

10. Warranty and Guarantee Regarding Work

The Contractor warrants and guarantees to the Owner that all Materials or Equipment will be new unless otherwise specified, free from faults or defects, and that all Work will be performed in a workmanlike manner, and in accordance with the specifications and requirements of the Contract Documents as well as of any required or applicable regulations, codes, inspections, test, or required approvals. All unsatisfactory, faulty or un-workman like Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defective Work shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

If required by the Owner prior to approval of final payment as set forth in paragraph 4.8, the Contractor will promptly, without cost to the Owner, either correct any defective Work, whether or not fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by its correction, removal, or replacement of Contractor's defective Work. If the Contractor does not diligently proceed to correct such defective Work or remove and replace such rejected Work within a reasonable time, as required by written notice from the Owner, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or

removal and replacement, including compensation for additional professional services shall be charged to the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price.

Prior to the expiration of one (1) year after the date of Final Completion (or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or warranty required by the Contract Documents), if any Work is found to be defective, the Contractor will, as set forth in the Contract Documents, promptly without cost to the Owner and in accordance with the Owner's written instruction, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. Any such corrected or replaced defective work shall be warranted by the Contractor for one year from and after such correction or replacement of work.

If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor. In such case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. Should the remaining contract balance be insufficient to complete the works, Owner will seek reimbursement from the Contractor and/or its surety for the damages in excess of the remaining contract balance. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor within thirty (30) days of written demand for payment accompanied by supporting documentation.

11. Waivers of Claims and Continuing Obligations

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the Owner, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

The Acceptance of Final Payment by the Contractor shall constitute a waiver of all claims by the

Contractor against the Owner other than those previously made in writing and unresolved at the time final payment is accepted.

12. Owner's Right to Stop or Suspend Work

The Owner may order the Contractor to stop the Work, or any portion thereof, if the Contractor performs un-workmanlike or defective Work, fails to supply sufficient skilled workmen or suitable Materials or Equipment, fails to provide adequate supervision, fails to make prompt payment to Subcontractors, fails to make prompt payment for labor, Materials or Equipment, or fails for any other similar cause jeopardizing the integrity of the Work. The Owner may suspend the Work without liability to the Contractor or subcontractors until the cause for the stop work order has been eliminated. No additional Contract Time and no increase in Contract Price will be awarded in such cases.

The Owner may, at any time and without fault of the Contractor, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and the Owner shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to suspension without cause.

13. Abandonment by Contractor

In case the Contractor should abandon the Work and fail or refuse to resume the Work within twenty (20) days after written notification from the Owner or if the Contractor refuses or fails to comply with the orders of the Owner, when such orders are consistent with the Contract Documents, then, where performance and payment bonds exist, the Surety on the Bonds shall be notified in writing and directed to complete the Work, and a copy of said notice shall be delivered to the Contractor.

After receiving notice of abandonment, the Contractor shall not remove from the Work any machinery, Equipment, tools, Materials, or supplies then on the job, but the same, together with any Materials and Equipment under contract for the Work, may be held for use on the Work by the Owner or the Surety on the performance and payment bonds, or another Contractor in completion of the Work, and the Contractor shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided in this Agreement), it being understood that the use of such Equipment and Materials will ultimately reduce the cost to complete the Work and be reflected in

the final settlement. Where there is no performance and payment bond provided or in case the Surety should fail to commence compliance with the notice for completion provided for, within ten (10) days after service of such notice, the Owner may provide for completion of the Work in either of the following elective manners:

(a) The Owner may employ such labor and use such Equipment, tools, Materials, and supplies as the Owner deems necessary to complete the Work and charge the expense of such labor, machinery, Equipment, tools, Materials and supplies to the Contractor. The expense(s) so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter become due by virtue of this Agreement. In case such expense is less than the sum which would have been due had the Work been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement, then the Contractor or its Surety shall pay the amount of such excess to the Owner;

Or,

(b) The Owner may contract with a third party or third parties for the completion of the Work under substantially the same terms and conditions provided for in this Agreement. In case of any increase in cost to the Owner under the new agreement, such increase shall be charged to the Contractor and the Surety. However, should the cost to complete the Work be less, the Contractor and its Surety shall be credited with the difference. When the Work shall have been Substantially Completed a complete itemized statement of the contract amounts certified to by the Owner, shall be prepared, and delivered to the Contractor and its Surety, whereupon the Contractor or its Surety shall pay the balance due if any within fifteen (15) days of the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than the Contract Price; or when the Contractor or its Surety shall pay the balance shown to be due by them to the Owner, then all machinery, Equipment, tools, Materials or supplies left on the site of the Work shall be turned over to the Contractor or its Surety. Should the cost to complete the Work exceed the Contract Price, and the Contractor or its Surety fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the site of the Work, notice, together with an itemized list of such equipment and materials, shall be mailed to the

Contractor and its Surety. Such property shall be held at the risk of the Contractor and its Surety. After fifteen (15) days from the date of said notice, the Owner may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor and its Surety. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on the Work and belong to persons other than the Contractor or its Surety, to their proper Owners.

14. Abandonment by Owner

In case the Owner shall fail to commence and diligently pursue compliance with the terms of this Agreement after the expiration of thirty (30) days of receipt of written notification describing the breach, the Contractor may, upon seven (7) days written notice to the Owner, suspend or wholly abandon the Work, and may remove there from all machinery, tools, and equipment, and all materials that have not been included in payments to the Contractor or have not been wrought into the Work.

15. Guarantee

Upon Final Completion of Contractor's work, which includes acceptance of all punch list items, the Contractor shall furnish to the Owner a written statement guaranteeing all materials, equipment, workmanship, and operation for a period of one (1) year from the date of final completion and acceptance by the Owner. This does not waive requirements specified elsewhere for guarantees in excess of one (1) year, or warranties furnished by manufacturers for period in excess of one (1) year. Failure of manufacturer to guarantee its own product will not relieve the Contractor of Contractor's obligation under this contract. Subcontractors shall guarantee their work to the General Contractor and the Owner.

Contractor shall also furnish to the Owner all certificates of Guarantee and Warranty provided by the manufactures of the equipment and materials.

Whenever, within one (1) year from the date of final completion, the Contractor is notified by the owner of defects in work, equipment, or materials, the Contractor shall promptly correct such defects without cost to Owner, either in materials or labor. Repairs, corrections and/or replacement of work shall be handled in accordance with the provisions of this paragraph and paragraph 10. Any such corrected or

replaced defective work shall be warranted by the Contractor for one year from and after such correction or replacement of work.

16. Payments Withheld

The Owner may, because of subsequently discovered evidence, withhold or nullify payment to such extent as may be deemed reasonably necessary by Owner because of:

- (a) Defective Work not remedied.
- (b) Claims filed or reasonable, confirmed evidence that the filing of a claim is likely.
- (c) Failure of the Contractor to make payments properly to sub-contractors for Material, Equipment or labor; or failure of Contractor to certify to Owner or Owner's representative that all such payments are complete.
- (d) Damage to or claimed by another Contractor.
- (e) Failure to carry out testing of material installation, if required.

When the above grounds are removed, or the Contractor provides a Surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made.

17. Delayed Payments

Should the Owner fail to make payment to the Contractor of a sum due and payable under the Contract Documents and set forth in any statement from Contractor, or should the Owner fail to issue any payment on or before the date required, then the Owner shall pay to the Contractor, in addition to the sum, interest at the rate of six (6%) percent per annum from the date the payment became past due until fully paid. Payment of interest on the amount owed shall fully liquidate any injury or claim for injury to the Contractor growing out of such delay in payment. The right is expressly reserved to the Contractor in the event payments are not promptly made to treat the Agreement as abandoned and recover compensation unless such payments are withheld as otherwise authorized in the Contract Documents.

18. CONTRACTOR AGREEMENT TO INDEMNIFY AND HOLD HARMLESS OWNER

By the execution of a contract pursuant to which these “Owner’s Supplementary General Conditions” apply, Contractor covenants and agrees to FULLY INDEMNIFY DEFEND AND HOLD HARMLESS, OWNER and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, judgments, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Owner directly or indirectly arising out of, resulting from or related to Contractor’s activities under this Contract, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee, consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives, or the joint negligence of Contractor or Contractor’s subcontractors or suppliers and any other entity, including Owner, while in the exercise of performance of the rights or duties under this Contract, or sustained in or upon the Project premises, or as a result of anything claimed to be done or admitted to be done by the Contractor hereunder. Nothing herein shall require Contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party’s gross negligence or willful misconduct.

18.2 CONTRACTOR AGREEMENT TO INDEMNIFY OWNER FROM INFRINGEMENT OF INTANGIBLE PROPERTY RIGHTS

Contractor shall protect and indemnify the Owner from and against all claims,

damages, judgments and losses arising from infringement or alleged infringement of any United States patent, or copyright that arise out of any of the work performed by the Contractor or the use by Contractor, or by Owner at the direction of Contractor, of any article or material. Upon becoming aware of a suit or threat of suit for patent or copyright infringement, Owner shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of Owner's or Project Architect's design of articles or their use in combination with other materials or in the operation of any process. In the event of litigation, Owner agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

18.3 No Rights Created in Third Parties

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

18.4 Contractor Notice of Claims to Owner

Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor which involves Owner and known to Contractor and related to or arising out of Contractor's activities under this Contract.

18.5 Survival of Indemnity and Hold Harmless Provisions

These indemnity and hold harmless provisions of this Part 18 "Indemnification of Owner", shall survive the expiration or termination this Agreement regardless of the reason for termination.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

First Reading and Public Hearing for Case VP16-01, an Ordinance approving a request to authorize an amendment to the Vision Plan component of the San Angelo Comprehensive Plan adopted in 2009, to change the Future Land Use designation from "Neighborhood Center" to "Neighborhood," on an approximately 0.14 acre tract, located at 14 South Bishop Street. (Presentation by Planning & Development Director Jon James)

Summary/History:

According to zoning maps dating as far back as 1954, the subject property has always been zoned for commercial use (originally classified as C-2, Business District). Being cumulative in intent, the 1954 Zoning Code allowed single-family residential uses in the C-2 Zoning District. In 2003, the City of San Angelo adopted its Comprehensive Plan which designated the Future Land Use of the subject property, as "General Commercial." The City's 2009 update to the Comprehensive Plan re-designated the property as "Neighborhood Center" and offered general and specific policies for preferred development in this area.

The subject property was platted in 1908 as part of the Angelo Heights Addition and contains a two-story, 2,000-square-foot, single-family residence that was originally constructed in 1957, according to CAD records. The owners / petitioners, Nicholas Buck and Rachel Backlund, are requesting approval of an application to amend the current underlying Future Land Use designation of "Neighborhood Center" to "Neighborhood" to accurately reflect the existing residential land use on the property, thereby curing outright inconsistencies between the Plan, the Official Zoning Map, and existing conditions on the ground. The requested Future Land Use amendment is in support of a corresponding request for a Zone Change from the General Commercial / Heavy Commercial (CG/CH) Zoning District to the Two-Family Residential (RS-2) Zoning District. The requested amendment is voluntary, and the expansion in coverage will be confined to the limits of the Petitioner's property.

Financial Impact:

N/A

Other Information/Recommendation:

On August 15, the Planning Commission recommended approval of this request by a vote of 6 in favor and none in opposition.

Attachments:

- | | |
|--------------------|------------------------------|
| 1. Staff Report | VP16-01 Staff Report_CC.docx |
| 2. Draft Ordinance | VP16-01 Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Approved
Final Approval

STAFF REPORT



City Council

Meetings:

September 20, 2016
October 4, 2016

From:

Jon James, AICP
Director of Planning and Development Services

Through:

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

Case:

VP16-01: Backlund and Buck

Request:

A request for approval of an amendment to the City of San Angelo Comprehensive Plan (a.k.a. Vision Plan), changing certain lands from the Neighborhood Center Future Land Use Category to the Neighborhood Future Land Use Category

Location:

14 South Bishop Street; generally located along the east side of South Bishop Street, between West Beauregard and West Harris Avenues

Legal

Description:

The West 115 feet of the North 20 feet of Lot 8 and all of Lot 9, save and except the East 25 feet of the South 25 feet, Block 86, Angelo Heights Addition

Size:

0.14 acres

General Information

Future Land Use:

Neighborhood Center (pending change to Neighborhood)

Current Zoning:

General Commercial / Heavy Commercial (pending change to Two-Family Residential [RS-2])

Existing Land Use: Residence

Surrounding Zoning / Land Use:

North:	Two-Family Residential (RS2)	Residence
West:	General-to-Heavy Commercial (CG/CH)	Vacant land
South:	General-to-Heavy Commercial (CG/CH)	Commercial Building
East:	General-to-Heavy Commercial (CG/CH)	Commercial Building; Alley; Residence

District: SMD#5 – Lane Carter

Neighborhood: Central

Thoroughfares/Streets:

South Bishop Street is defined as a “Local or Minor Road” in the City’s Master Thoroughfare Plan (MTP). Local or Minor Roads are designed to collect traffic from a localized area and discharge it into a larger distribution system. This type of roadway is used primarily for access to abutting properties and generally consist of a minimum right-of-way width of fifty feet (50’).

History and Background:

According to zoning maps dating as far back as 1954, the subject property has always been zoned for commercial use (originally classified as C-2, Business District). Being cumulative in intent, the 1954 Zoning Code allowed single-family residential uses in the C-2 Zoning District. In 2003, the City of San Angelo adopted its Comprehensive Plan which designated the Future Land Use of the subject property, as “General Commercial.” The City’s 2009 update to the Comprehensive Plan re-designated the property as “Neighborhood Center” and offered general and specific policies for preferred development in this area.

The subject property was platted in 1908 as part of the Angelo Heights Addition and contains a two-story, 2,000-square-foot, single-family residence that was originally constructed in 1957, according to CAD records. The owners / petitioners, Nicholas Buck and Rachel Backlund, are requesting approval of an application to amend the current underlying Future Land Use designation of “Neighborhood Center” to “Neighborhood” to accurately reflect the existing residential land use on the property, thereby curing outright inconsistencies between the Plan,

the Official Zoning Map, and existing conditions on the ground. The requested Future Land Use amendment is in support of a corresponding request for a Zone Change from the General Commercial / Heavy Commercial (CG/CH) Zoning District to the Two-Family Residential (RS-2) Zoning District. The requested amendment is voluntary, and the expansion in coverage will be confined to the limits of the Petitioner's property.

Analysis:

The requested reclassification appears, on balance, to be equally or more supportive of the currently adopted Comprehensive Plan (aka Vision Plan) as a whole than the current classification for the following reasons:

Comprehensive (Vision) Plan: As previously mentioned, the subject area currently has a Future Land Use designation of "Neighborhood Center." According to the 2009 Update, Neighborhood Centers should take on a more pedestrian-friendly character, integrate with and connect to their surroundings, and allow for building cluster to generate synergies between complementary uses. The property is part of an overall designated area that extends along the northwest side of West Beauregard Avenue (Business 67) from Park Street to the east to Van Buren Street to the west with a three-platted-lot depth. With a few notable exceptions, commercial buildout along the northwest side of Beauregard appears to be generally consistent with this pattern, the subject property being one of the notable exceptions.

This segment of West Beauregard was originally part of the primary east-to-west corridor through the City, and being such, notable retail / commercial activity eventually sprouted up along the corridor. It is presumed that the current Future Land Use designation was imposed to ensure the maintenance of neighborhood scale commercial activity that was in proportion to surrounding residential neighborhoods such as Angelo Heights and Santa Rita and discourage the more intensive commercial development typically found along major corridors and associated with General or Heavy Commercial. The current designation may have also been imposed to protect area small businesses from large-scale or national chain commercial encroachment and help to ensure a more sustainable neighborhood.

The request is for a Future Land Use reclassification from "Neighborhood Center" to "Neighborhood." With respect to the "Neighborhood" classification, the 2009 Update intends to promote quality neighborhoods by preserving and reinforcing their stability and diversity while providing for opportunities to increase density in order to attract and retain long-term residents and businesses, thereby ensuring the City's overall residential quality and economic vitality. Among the Goals necessary to reaching this Objective are: (1) Promoting vibrant and viable neighborhoods. Sustainable neighborhoods should ideally have a diversity of residential products and affordability levels; (2) Improving neighborhood connectivity with and between neighborhoods. Residents in a neighborhood should have reasonable daily access to normal goods and services; (3) Improving relationships between commercial and residential land use adjacencies. Logical transition areas between commercial and residential uses should be developed

in order to maintain neighborhood integrity and mitigate the potential for adverse impacts; (4) Growing new sustainable neighborhoods; (5) Promoting neighborhood organization and outreach; and (6) Improving access to open space for all residents. The proposed Future Land Use amendment appears to further Goals (1) and (3) by reducing the inventory of antiquated zones (General Commercial / Heavy Commercial [CG/CH]) and correcting the transition area between existing commercial and residential activities.

Land Use: The subject property has conversely functioned as a single-family residential development within a commercial zone for at least six decades, which is contrary to development patterns along the northwest side of West Beauregard. Unless the subject property is assembled to adjoining commercial frontage along West Beauregard, the potential for this property to realize the goals and policies of the Neighborhood Center Future Land Use as a separate commercial development is negligible, given its size, configuration and location away from major arterial roadway frontage. On the other hand, the proposed reclassification appears to be consistent with both existing and long-standing property conditions and similar neighborhood-type land use patterns found from West Beauregard northward to the Houston Harte Expressway (Loop 306/U.S. 67/U.S. 277). Given the nature, extent and location of the request, approval of the request does not appear to compromise the area's overall commercial character or result in a permanent displacement of existing area commercial uses. Additionally, approval of the request does not appear to lay the foundation for subsequent discontinuous or inconsistent zoning patterns, but it may preserve the physical continuity of existing land use patterns.

Tax Base/Economic Impacts: The argument that approval of this request for a downgraded and more restrictive Future Land Use reclassification could lay the foundation for a continued trend toward similar downgrading en masse appears inconclusive. This request will serve to rectify a long-standing inconsistency. Given the nature, extent, and location of the request, approval of the request should not constitute a severe or substantial reduction in either the local tax base or opportunities for local or regional employment generation.

Housing: There is an existing single-family residence on the subject property. The proposed Future Land Use reclassification should support this existing use. There will be no anticipated gain or loss in potential housing units, should the request be approved. Lastly, residential displacement should not be expected, should the request be approved.

Infrastructure: The property was platted in 1908 and meets current residential development standards. A single-family residence already exists on the property. The area street grid, area schools, public parks, and utilities should not be adversely impacted by the reclassification, and levels of service should not be compromised. Approval of the request should not trigger additional public improvements, such as new or expanded drainage facilities or street extensions.

Notification:

On July 27, 2016, twenty (20) notifications were mailed out to property owners of record within a 200-foot radius of the subject area. As of the date of this publication, Staff has received zero (0) responses in favor of, and zero (0) responses in opposition to, the request.

Planning Commission Action:

This request was scheduled for review and consideration on the August 15, 2016, Planning Commission docket as Regular Agenda Item **III.2.B**. Below is an excerpt from the meeting's unofficial minutes:

Chairperson Preiss introduced both Regular Agenda Items III.2.A and III.2.B simultaneously, given that both items affected the same property and were interrelated. David Stallworth, Principal Planner, outlined both requests for a Vision Plan Amendment and Zone Change on the subject property. Mr. Stallworth displayed photographs of the surrounding area and the requested amendments to recognize an existing single family dwelling on the property. He outlined Planning Staff's rationale to approve the Vision Plan Amendment and Zone Change for several reasons, including that the reclassification to a "Neighborhood" designation and a Zone Change to an RS-2 Zoning meets the goals of the Vision Plan, that there is little development opportunity for a non-residential land use, and that a single family dwelling already exists on the property.

Commissioner Crisp asked if this would be considered spot zoning. Mr. Stallworth responded the request would not be spot zoning, as there is already RS-2 zoning immediately to the north and this would be a continuous extension of this type of zoning. Rebeca Guerra, Planning Manager, explained that when Council originally designated this corridor (along West Beauregard), the lines that were drawn resulted in some residential properties being zoned commercial or dual-zoned.

There was no public comment.

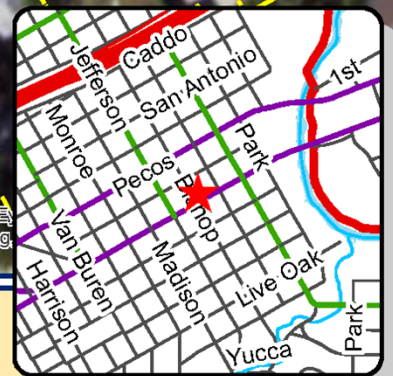
Commissioner Crisp made a Motion to recommend APPROVAL of the Amendment to the City of San Angelo Comprehensive Plan (a.k.a. Vision Plan) from "Neighborhood Center" to "Neighborhood." Commissioner Smith seconded the Motion. The Motion passed unanimously, 6-0.

Staff's Recommendation:

Staff's recommendation is that City Council **APPROVE** Case VP16-01, a request for approval of an amendment to the City of San Angelo Comprehensive Plan (aka Vision Plan), changing certain lands from the Neighborhood Center Future Land Use Category to the Neighborhood Future Land Use Category.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Plan
Survey
Petitioner Justification
Site Photographs



Zoning/Vision Plan Case Files

Z16-05/VP16-01 Backlund & Buck

Council District: Lane Carter

Neighborhood: Central

Scale: 1 inch :: 100 feet

Legal Description: Portions of Lots 8 and 9, Blk 86, Angelo Heights Add'n

Legend

Subject Properties: 

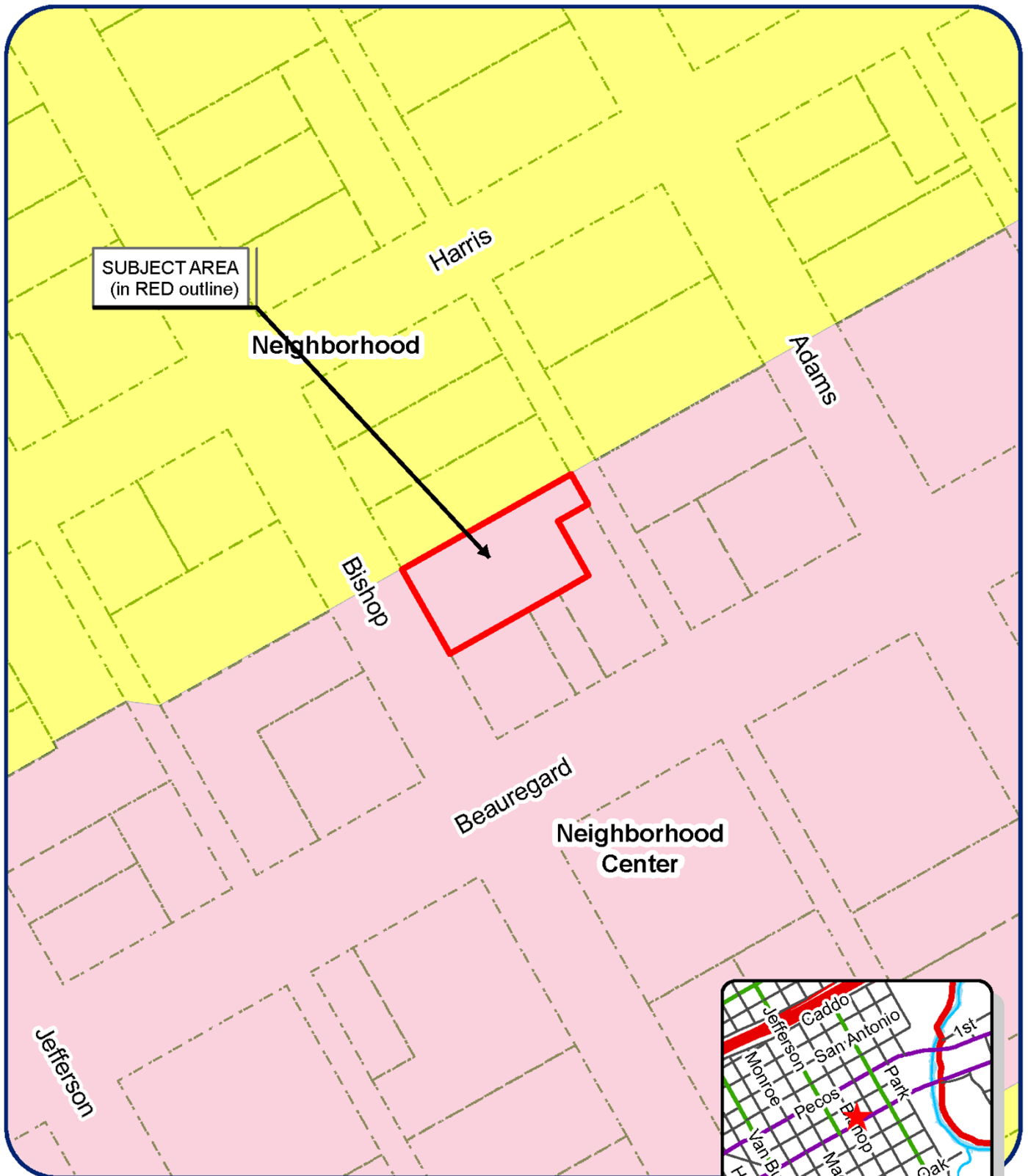
Current Zoning: **CG/CH**

Requested Zoning Change: **RS 2**

Vision: **Neighborhood Ctr**

N





Zoning/Vision Plan Case Files

Z16-05/VP16-01_Backlund & Buck

Council District: Lane Carter

Neighborhood: Central

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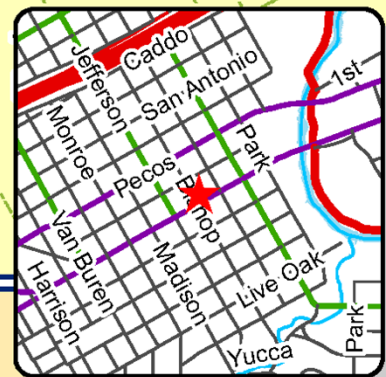
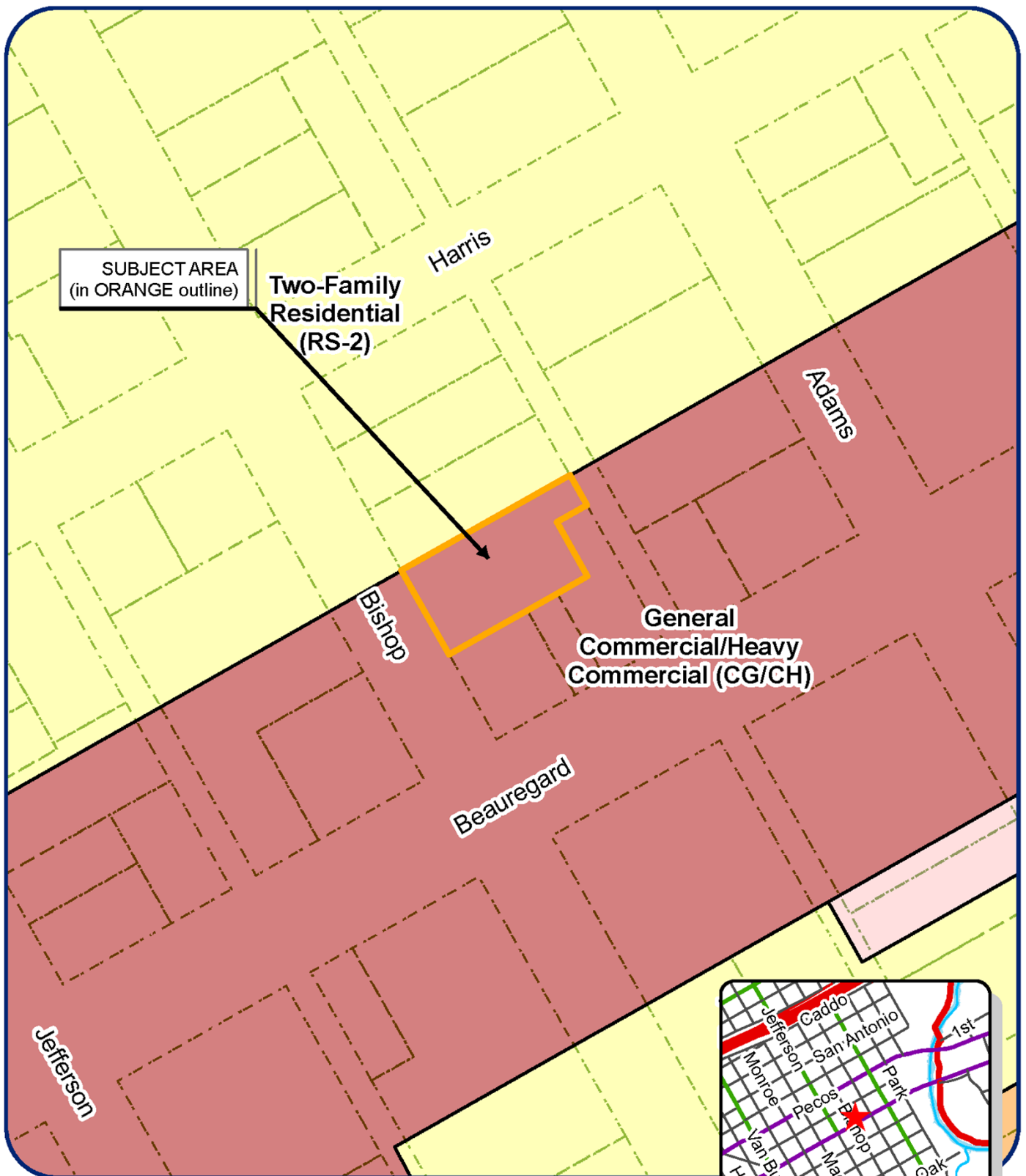
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Vision: **Neighborhood Ctr**





Zoning/Vision Plan Case Files

Z16-05/VP16-01_Backlund & Buck

Council District: Lane Carter

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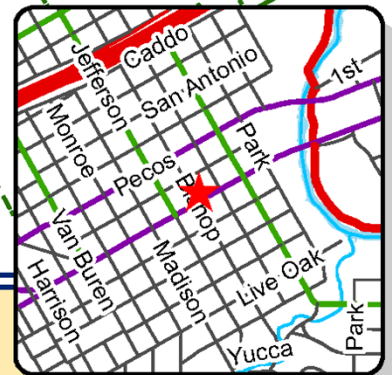
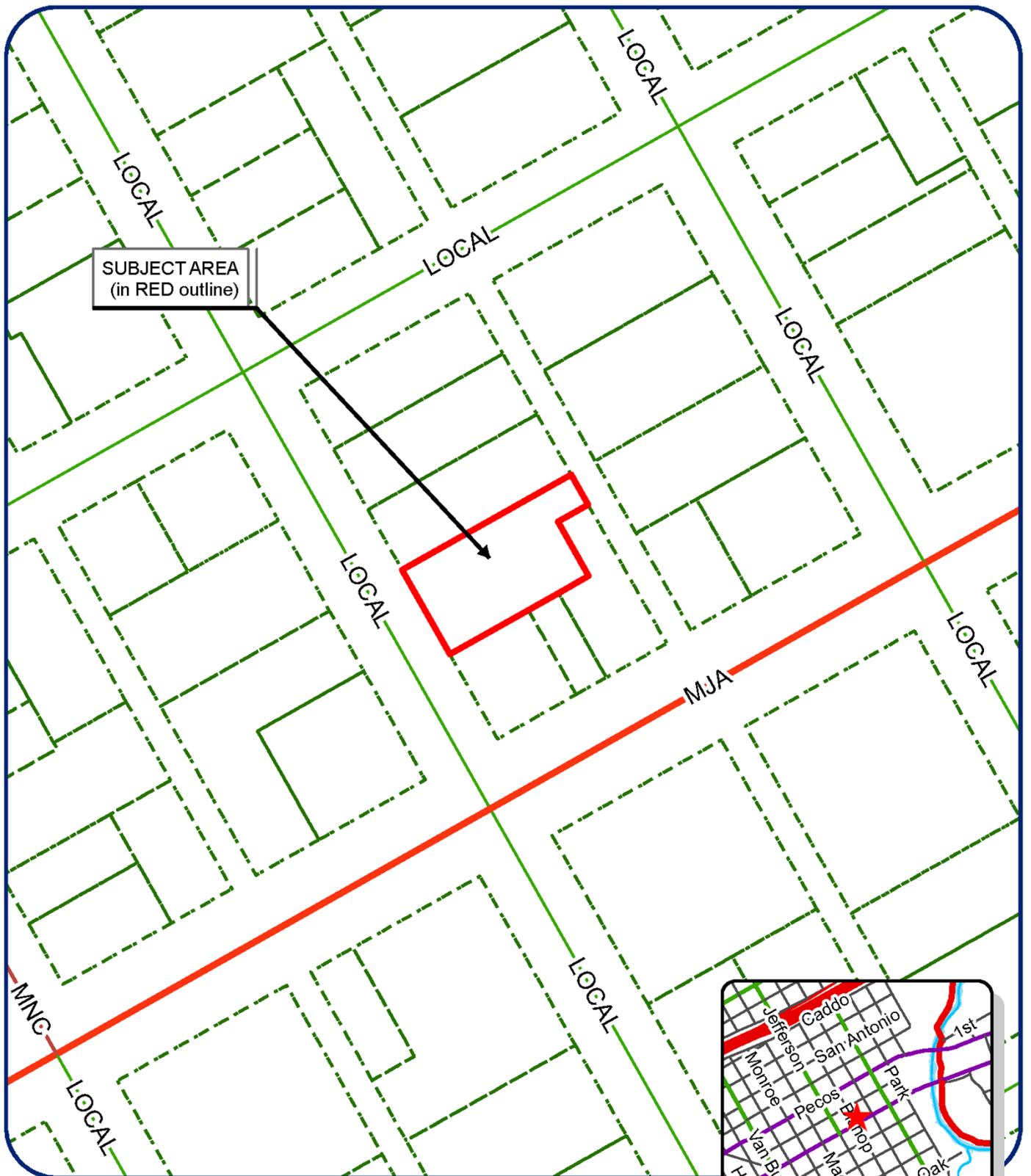
Subject Properties:

Current Zoning: **CG/CH**

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Vision: **Neighborhood Ctr**





Zoning/Vision Plan Case Files

Z16-05/VP16-01_Backlund & Buck

Council District: Lane Carter

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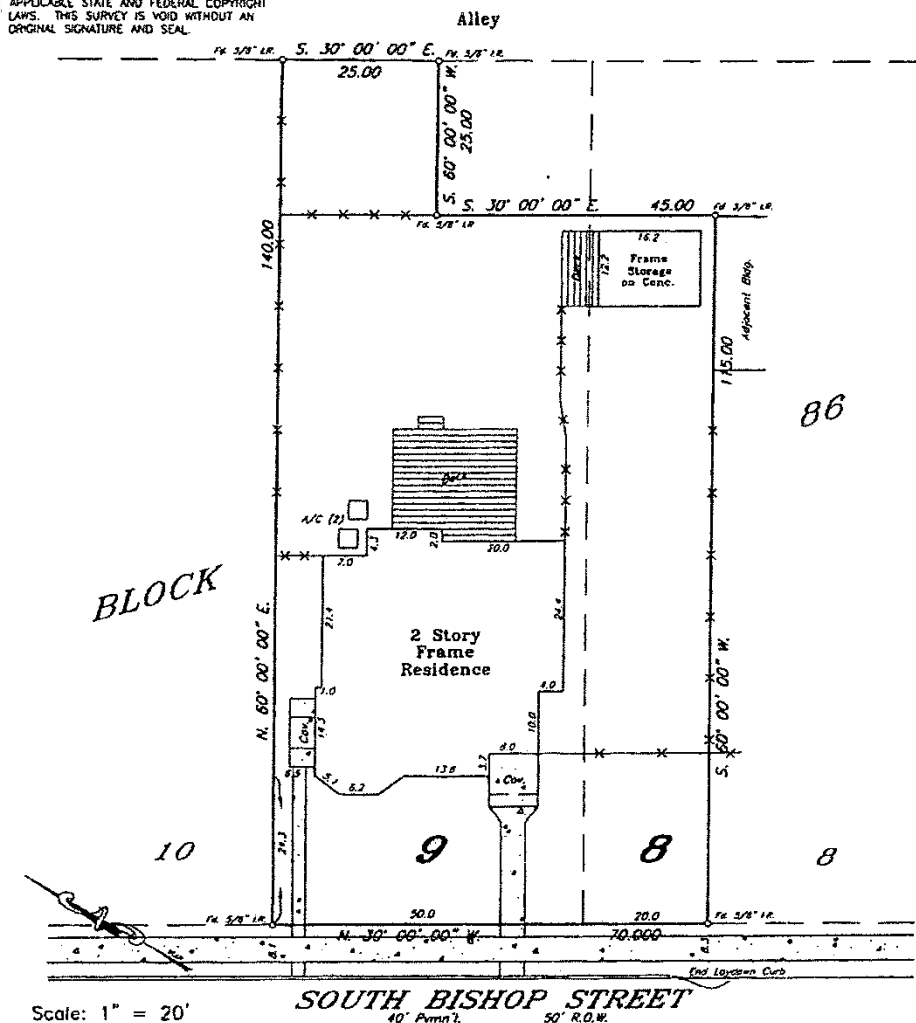
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APPLICABLE STATE AND FEDERAL COPYRIGHT
LAWS. THIS SURVEY IS VOID WITHOUT AN
ORIGINAL SIGNATURE AND SEAL.



Scale: 1" = 20'

BEARINGS ARE BASED UPON
THE PLAT OF RECORD.

14 SOUTH BISHOP STREET

PLAT SHOWING A SURVEY OF THE WEST 115 FEET OF THE
NORTH 20 FEET OF LOT 8, ALL OF LOT 9, SAVE AND EXCEPT
THE EAST 25 FEET OF THE SOUTH 25 FEET, BLOCK 86,
ANGELO HEIGHTS ADDITION, CITY OF SAN ANGELO, TOM GREEN
COUNTY, TEXAS.

As per plat recorded in Volume 54, Page 169, Deed Records
of Tom Green County, Texas.

This property lies entirely within Flood Zone(s) 'X' according to
FEMA Community Panel No. 480623 0015 D, March 2, 1994.

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

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

Surveyed on the ground May 17, 2005.

Survey For:
FIRST TITLE COMPANY
OF NO.: 200303013
Buck (buyer)
D

Russell T. Gully
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

SKG ENGINEERING 1122 S. BRYANT BLVD. SAN ANGELO, TEXAS 76903 325.655.1288

05-A-0693

To whom it may concern:

We would like to request that our property located on 14 S Bishop St be re-zoned. It is currently zoned as CG/CH and RS2. We are requesting that all our property be re-zoned to RS2.

1. Compatible with plans and policies: Our house is next to the RS2 zone with part of it actually in the RS2 zone. We are using our house as our residence and we are right next to the houses in our neighborhood. Our house faces South Bishop Street like the other homes on our block. The commercial properties that are next to us face Beauregard. Our property fits more into the plan of a residential property than a commercial property.

2. Consistent with Zoning Ordinance: Our house was built back in 1957 when the commercial zone permitted residential properties to be built. Now it is CG/CH with a small portion of our property zoned as RS2. We have lived in our home since May 16th 2005 and plan to remain using our property as our residence. Using our property for commercial use is not our intent or want.

3. Compatible with Surrounding Area: Our house is partly in and next to the RS2 zone. The block that we are on has residential homes. Our house faces South Bishop St like the rest of the residential properties on the block. The Commercial properties next to us all face Beauregard. Our house is more compatible with the RS2 zone than the CG/CH zone as we do not use our property for commercial uses and we are at the end of our neighborhood.

4. Changed Conditions: If our house were to be 100% destroyed we would lose our home and have a possibility of not being able to rebuild our home since we are a non-conforming house. Any change to our property uses to commercial would be a disruption. The property would not have any room to allow for parking for a commercial use. Re-zoning our property to a residential would keep this property use as a residence which wouldn't add to the traffic of the block and would keep the property use the same as the other residential properties on the block. And re-zoning our property will also give us an opportunity to rebuild our home in a situation where it was destroyed.

5. Effect on Natural Environment: No dangerous, noxious, or environmentally compromising businesses or industries are allowed under the new zoning district, No adverse impacts on the environment are expected as a result. No adverse environmental impacts are anticipated from the zone change. We would be using the property in the same manner we have for the past eleven years, as a residence.

6. Community Need: The new zoning would keep all the properties that face into South Bishop Street on our block as residential properties. The use of our property for commercial use would not leave room for parking and would increase traffic on the block. Re-zoning will keep the neighborhood separate from the commercial properties.

7. Development Patterns: Our house has been on our property since 1957. The zoning back then allowed for residential properties to be built in the commercial zone. We have lived in our home since 2005 and plan on continuing to live there. The rest of our neighborhood is zoned for residential use (RS2). Re-zoning all of our property to RS2 would make us consistent with the rest of our neighborhood.

Thank you,

Rachel Beckel 6-29-16

Markus Beck 6-29-16

SUBJECT PROPERTY (Single-family Residence)



SOUTH OF THE SUBJECT PROPERTY (Commercial Use [Tattoo Parlor])



WEST OF THE SUBJECT AREA



NORTH OF THE SUBJECT AREA



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN (VISION PLAN) BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS FROM "NEIGHBORHOOD CENTER" TO "NEIGHBORHOOD;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan (Vision Plan) to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, inconsistencies have developed between current long standing land use and development patterns and development envisioned by the Future Land Use Map, which inconsistencies call for compatible revisions to the Future Land Use Map.; and

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code regarding adoption and amendment of the City's Comprehensive Plan (Vision Plan), having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that revision of the Vision Plan and Future Land Use Map changes should be made as set out herein;

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan (Vision Plan) for the City of San Angelo be and the same is hereby amended to change the Future Land Use designation of the following described parcel of land from “Neighborhood Center” to “Neighborhood:”

14 South Bishop Street; generally located along the east side of South Bishop Street, between West Beauregard and West Harris Avenues; more specifically being the West 115 feet of the North 20 feet of Lot 8 and all of Lot 9, save and except the East 25 feet of the South 25 feet, Block 86, Angelo Heights Addition, comprising a total of 0.140 acres.

SECTION 2: Upon the incorporation of the foregoing amendment into the Future Land Use Planning Map, the Director of the Planning and Development Services Department (“Director”) is hereby authorized to rectify inconsistencies between the Zoning District Maps maintained in the Office of the Director and the Future Land Use Planning Map.

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

SECTION 4: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **20th day of September, 2016**, and finally PASSED,
APPROVED AND ADOPTED on this, the **4th day of October, 2016**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

First Reading and Public Hearing for Case Z16-05, an Ordinance approving a request to authorize a rezoning from General Commercial/Heavy Commercial (CG/CH) Zoning District to the Two-Family Residential (RS-2) Zoning District for property located at 14 South Bishop Street, on 0.14 acres. (Presentation by Planning & Development Director Jon James)

Summary/History:

According to zoning maps dating as far back as 1954, the subject property has always been zoned for commercial use (originally classified as C-2, Business District). Being cumulative in intent, the 1954 Zoning Code allowed single-family residential uses in the C-2 Zoning District. The subject property was platted in 1908 as part of the Angelo Heights Addition and contains a two-story, 2,000-square-foot, single-family residence that was originally constructed in 1957, according to CAD records. The owners/petitioners, Nicholas Buck and Rachel Backlund, are requesting approval of an application to rezone the subject property from the General Commercial / Heavy Commercial (CG/CH) Zoning District to the Two-family Residential (RS-2) Zoning District in order to cure a long-standing inconsistency.

Financial Impact:

N/A

Other Information/Recommendation:

On August 15, the Planning Commission recommended approval of this request by a vote of 6 in favor and none in opposition.

Attachments:

- | | | |
|----|-----------------|-----------------------------|
| 1. | Staff Report | Z16-05 Staff Report_CC.docx |
| 2. | Draft Ordinance | Z16-05 Ordinance.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:

September 20, 2016
October 4, 2016

From:

Jon James, AICP
Director of Planning and Development Services

Through:

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

Case:

Z16-05: Backlund and Buck

Request:

A request for approval of a Zone Change from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Two-Family Residential (RS-2) Zoning District

Location:

14 South Bishop Street; generally located along the east side of South Bishop Street, between West Beauregard and West Harris Avenues

Legal

Description:

The West 115 feet of the North 20 feet of Lot 8 and all of Lot 9, save and except the East 25 feet of the South 25 feet, Block 86, Angelo Heights Addition

Size:

0.14 acres

General Information

Future Land Use: Neighborhood Center (pending change to Neighborhood [RE: VP16-01])

Current Zoning: General Commercial / Heavy Commercial (CG/CH)

Existing Land Use: Residence

Surrounding Zoning / Land Use:

North:	Two-Family Residential (RS2)	Residence
West:	General-to-Heavy Commercial (CG/CH)	Vacant land
South:	General-to-Heavy Commercial (CG/CH)	Commercial Building
East:	General-to-Heavy Commercial (CG/CH)	Commercial Building; Alley; Residence

District: SMD #5 – Lane Carter

Neighborhood: Central

Thoroughfares/Streets:

South Bishop Street is defined as a “Local or Minor Road” in the City’s Master Thoroughfare Plan (MTP). Local or Minor Roads are designed to collect traffic from a localized area and discharge it into a larger distribution system. This type of roadway is used primarily for access to abutting properties and generally consist of a minimum right-of-way width of fifty feet (50’).

History and Background:

According to zoning maps dating as far back as 1954, the subject property has always been zoned for commercial use (originally classified as C-2, Business District). Being cumulative in intent, the 1954 Zoning Code allowed single-family residential uses in the C-2 Zoning District. The subject property was platted in 1908 as part of the Angelo Heights Addition and contains a two-story, 2,000-square-foot, single-family residence that was originally constructed in 1957, according to CAD records. The owners/petitioners, Nicholas Buck and Rachel Backlund, are requesting approval of an application to rezone the subject property from the General Commercial / Heavy Commercial (CG/CH) Zoning District to the Two-family Residential (RS-2) Zoning District in order to cure a long-standing inconsistency. Details on the RS-2 Zoning District, including development standards and allowable land uses, are furnished with this report.

Analysis:

Comprehensive (Vision) Plan: The subject area currently has a Future Land Use designation of “Neighborhood Center.” This designation extends along the northwest side of West Beauregard Avenue (Business 67) from Park Street to the east to Van Buren Street to the west with a three-platted-lot depth. With a few notable exceptions, commercial buildout along

the northwest side of Beauregard appears to be generally consistent with this pattern, the subject property being one of the notable exceptions.

According to the Comprehensive Plan, Neighborhood Centers should take on a more pedestrian-friendly character, integrate with and connect to their surroundings, and allow for building cluster to generate synergies between complementary uses. This segment of Beauregard was originally part of the primary east-to-west corridor through the City, and being such, notable retail/commercial activity eventually sprouted up along the corridor. It is presumed that the current Future Land Use designation was imposed to ensure the maintenance of neighborhood scale commercial activity that was in proportion to surrounding residential neighborhoods such as Angelo Heights and Santa Rita and discourage the more intensive commercial development typically found along major corridors.

The proposed Zone Change request will require a Future Land Use Amendment from the currently underlying “Neighborhood Center” Future Land Use (FLU) to the “Neighborhood” Future Land Use. Case number VP16-01 corresponds to this application. With respect to the “Neighborhood” classification, the 2009 Update intends to promote quality neighborhoods by preserving and reinforcing their stability and diversity while providing for opportunities to increase density in order to attract and retain long-term residents and businesses, thereby ensuring the City’s overall residential quality and economic vitality. Among the Goals necessary to reaching this Objective are: (1) Promoting vibrant and viable neighborhoods. Sustainable neighborhoods should ideally have a diversity of residential products and affordability levels; (2) Improving neighborhood connectivity with and between neighborhoods. Residents in a neighborhood should have reasonable daily access to normal goods and services; (3) Improving relationships between commercial and residential land use adjacencies. Logical transition areas between commercial and residential uses should be developed in order to maintain neighborhood integrity and mitigate the potential for adverse impacts; (4) Growing new sustainable neighborhoods; (5) Promoting neighborhood organization and outreach; and (6) Improving access to open space for all residents.

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.*

As previously mentioned, the proposed Zone Change from CG/CH to RS-2 will require a Future Land Use Amendment from the currently underlying “Neighborhood Center” Future Land Use (FLU) to the “Neighborhood” Future Land Use. Unless the subject property is assembled to adjoining commercial frontage along West Beauregard, the potential for this property to realize the goals and policies of the Neighborhood Center Future Land Use as a separate commercial development is negligible, at best.

Furthermore, the subject property has historically and optimally functioned as a single-family residential development for at least six decades. With this in mind, steps should be taken to rectify this inconsistency. Both a Zone Change and a Future Land Use Amendment would be the appropriate steps in the right direction, particularly as such would promote Neighborhoods Goal number (3), which seeks to “improve the relationship between...commercial and residential land use adjacencies” and promote “better transition between nearby commercial and residential use of land and buildings.” Lastly, the proposed Zone Change would be in keeping with Neighborhood Centers Goal number (1), which seeks to redefine, reapportion and redesign commercial corridors by incrementally removing the antiquated CG/CH Zoning District with reclassifying properties with more suitable Zoning categories.

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

The RS-2, or the Two-family Residential Zoning District, is intended to provide opportunities for the development of detached single-family and two-family (duplex) residences at medium densities. The subject property was platted in 1908 in a conventional, single-family residential lot configuration, and it has contained a detached, two-story single-family residence since 1957. The subject property is considered a legal lot of record, and it complies with most provisions of the RS-2 Zoning District as it contains the minimum 5,000-square-foot lot area and meets or exceeds minimum lot width and depth requirements (50-ft width required, 70-ft provided at its widest point; 100-ft depth required, 140-ft provided at its deepest point).

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 proposed RS-2 Zoning District appears to be compatible with the area. The existing single-family residence is an allowed use in the proposed zone. Given the limited scale and proportion of the area to be rezoned, the argument that approval of this request for a downgraded and more restrictive Future Land Use reclassification could lay the foundation for a continued trend toward similar downgrading en masse appears inconclusive. On the other hand, the proposed RS-2 zone is a plausible extension of similar zoning and neighborhood-type land use patterns that exist between West Beauregard and the Houston Harte Expressway (Loop 306/U.S. 67/U.S. 277).

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

In this case, the conversion of the Zoning Ordinance from cumulative and neighborhood-oriented to more stringent and exclusionary in direction constitutes a change in conditions that could warrant a Zone Change. As previously mentioned, the

subject property has always been zoned for commercial use (originally classified as C-2, Business District). Being cumulative in intent, the 1954 Zoning Code allowed single-family residential uses in the former C-2 Zoning District. The currently adopted Zoning Ordinance, however, places land uses into specific geographical districts and administers under a more institutionalized framework. As a result, a land use once deemed acceptable has now been excluded from and deemed inappropriate within a commercial environment. This request now seeks to cure this inconsistency.

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.*

There should be no appreciable effect on the natural environment. The residential land use has existed on the premises for over half a century. Single-family residential uses are generally viewed as low traffic generators and are suitable within a neighborhood context. As indicated above, the proposed zoning is consistent with the current land use, which conforms with similar neighborhood-type land use patterns that exist between West Beauregard and the Houston Harte Expressway (Loop 306/U.S. 67/U.S. 277).

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

The need to rectify inconsistencies between the Zoning Map, the Future Land Use Map, and existing land use patterns on the ground serves as a community need. The proposed rezoning should further key goals and objectives of the adopted Comprehensive Plan, a key growth management tool. Among those goals are the improvement of the relationship between commercial and residential land use adjacencies, the promotion of a better transition between nearby commercial and residential land uses and buildings, and the programmed transition away from ineffective zoning categories.

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.*

Again, single-family residential uses are generally viewed as low traffic generators and are suitable within a neighborhood context. The current land use is consistent with similar neighborhood-type land use patterns that exist between West Beauregard and the Houston Harte Expressway (Loop 306/U.S. 67/U.S. 277).

Notification:

On July 27, 2016, twenty (20) notifications were mailed out to property owners of record within a 200-foot radius of the subject area. On August 3, 2016, a separate written notice

was mailed out to the local school district, in accordance with Section 211.007, Texas Local Government Code. To date, Staff has received zero (0) responses in favor of, and zero (0) responses in opposition to the request.

Planning Commission Action:

This request was scheduled for review and consideration on the August 15, 2016, Planning Commission docket as Regular Agenda Item **III.2.B**. Below is an excerpt from the meeting's unofficial minutes:

Chairperson Preiss introduced both Regular Agenda Items III.2.A and III.2.B simultaneously, given that both items affected the same property and were interrelated. David Stallworth, Principal Planner, outlined both requests for a Vision Plan Amendment and Zone Change on the subject property. Mr. Stallworth displayed photographs of the surrounding area and the requested amendments to recognize an existing single family dwelling on the property. He outlined Planning Staff's rationale to approve the Vision Plan Amendment and Zone Change for several reasons, including that the reclassification to a "Neighborhood" designation and a Zone Change to an RS-2 Zoning meets the goals of the Vision Plan, that there is little development opportunity for a non-residential land use, and that a single family dwelling already exists on the property.

Commissioner Crisp asked if this would be considered spot zoning. Mr. Stallworth responded the request would not be spot zoning as there is already RS-2 zoning immediately to the north and this would be a continuous extension of this type of zoning. Rebeca Guerra, Planning Manager, explained that when Council originally designated this corridor (along West Beauregard), the lines that were drawn resulted in some residential properties being zoned commercial or dual-zoned.

There was no public comment.

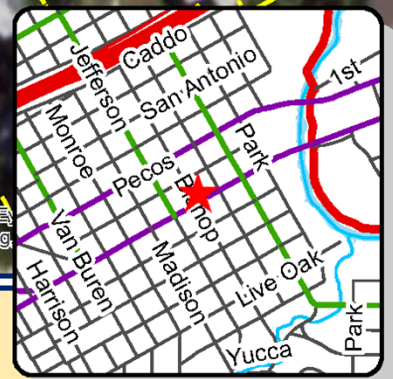
Commissioner Crisp made a Motion to recommend APPROVAL of the Zone Change from "General Commercial/Heavy Commercial (CG)" to "Two-Family Residential (RS-2)." Commissioner Smith seconded the Motion. The Motion passed unanimously, 6-0.

Staff's Recommendation:

Staff's recommendation is that City Council **APPROVE** Case Z16-05, a request for a Zone Change from the General Commercial / Heavy Commercial (CG/CH) Zoning District to the Two-Family Residential (RS-2) Zoning District.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Plan
Survey
Petitioner Justification
Excerpt of RS-2 Permitted Uses and Provisions
Site Photographs



Zoning/Vision Plan Case Files

Z16-05/VP16-01 Backlund & Buck

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Neighborhood: Central

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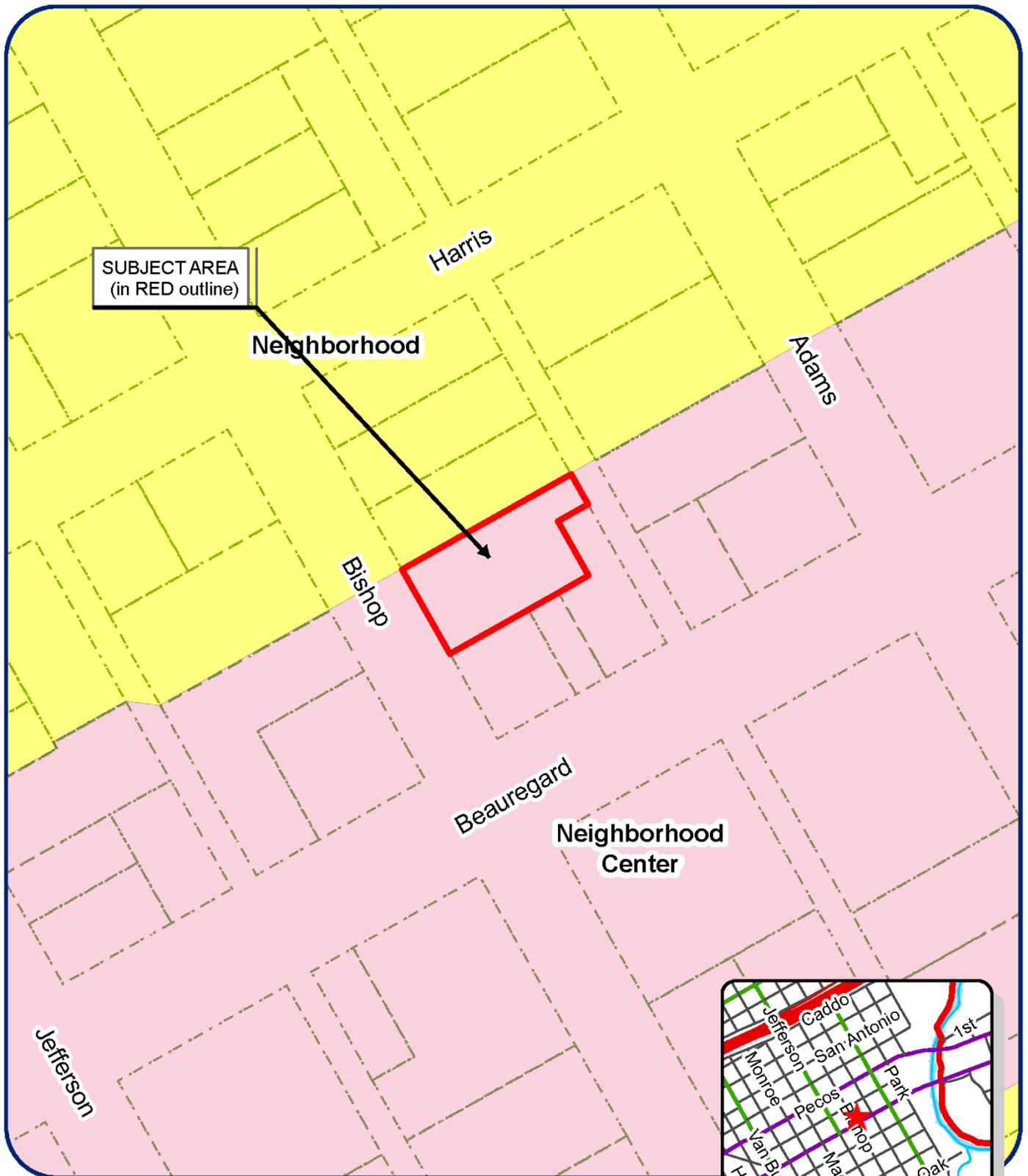
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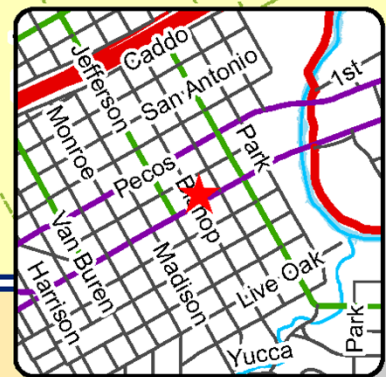
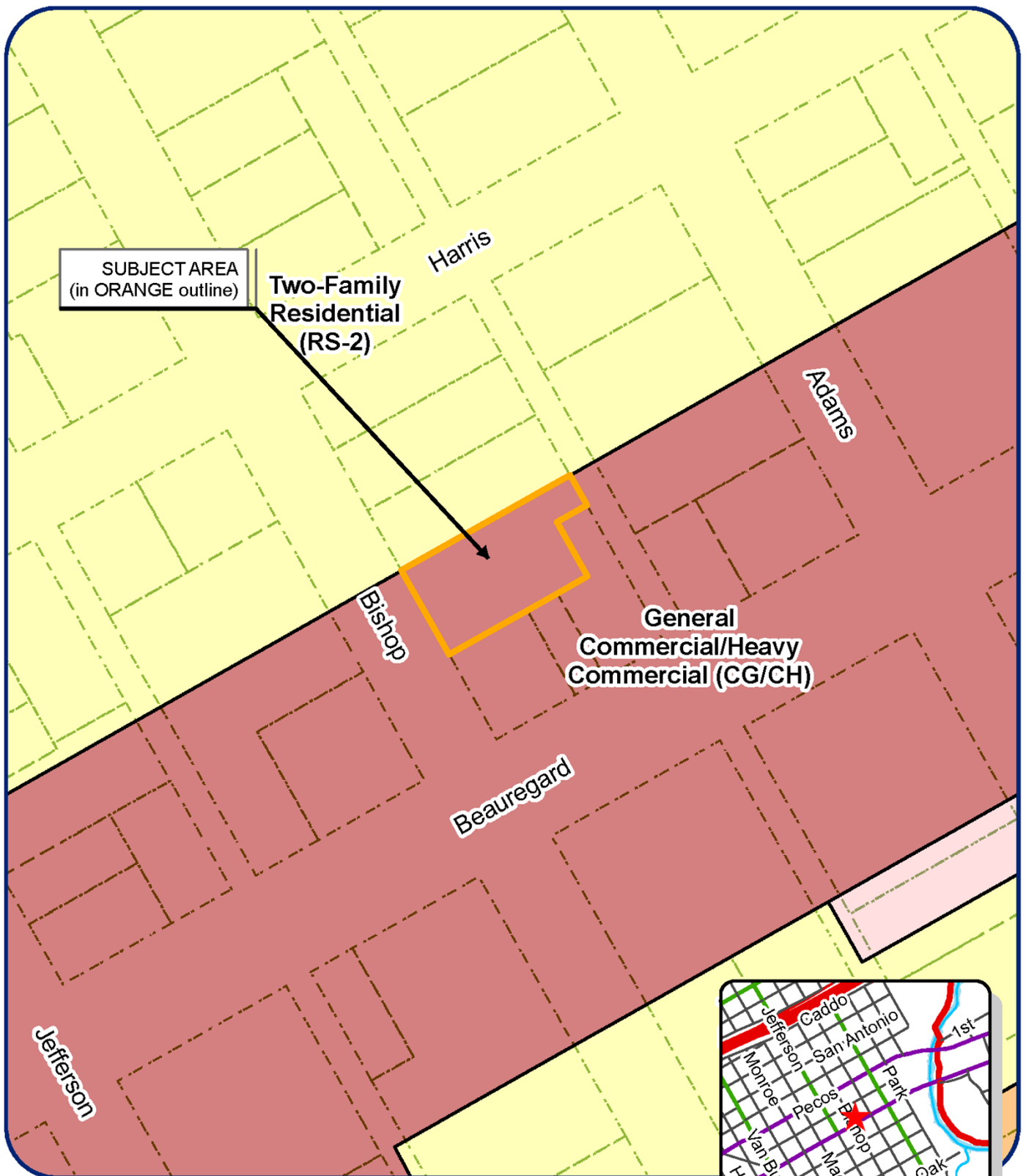
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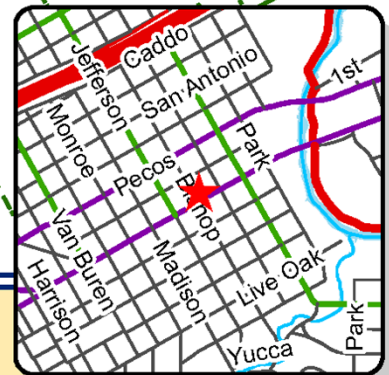
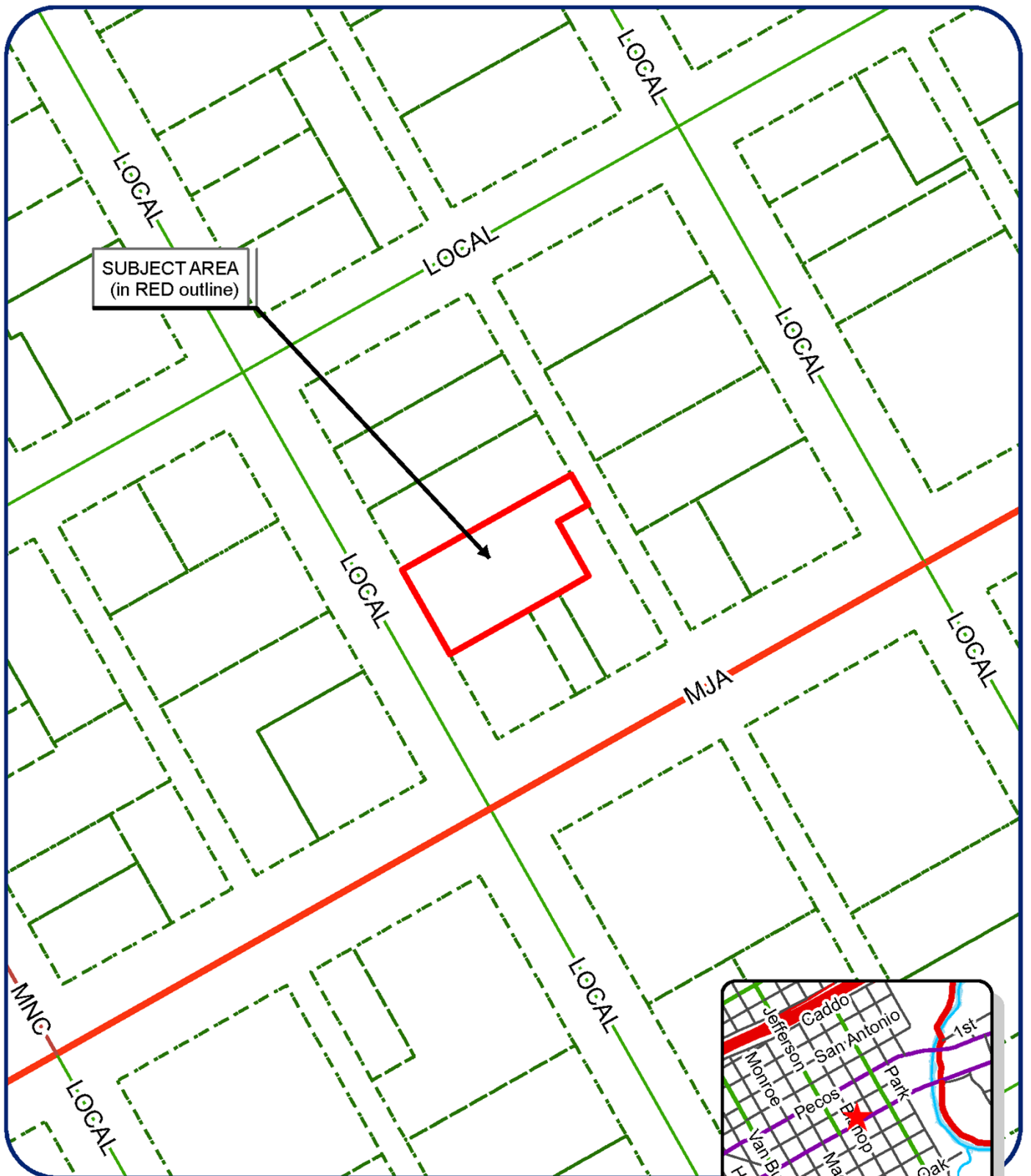
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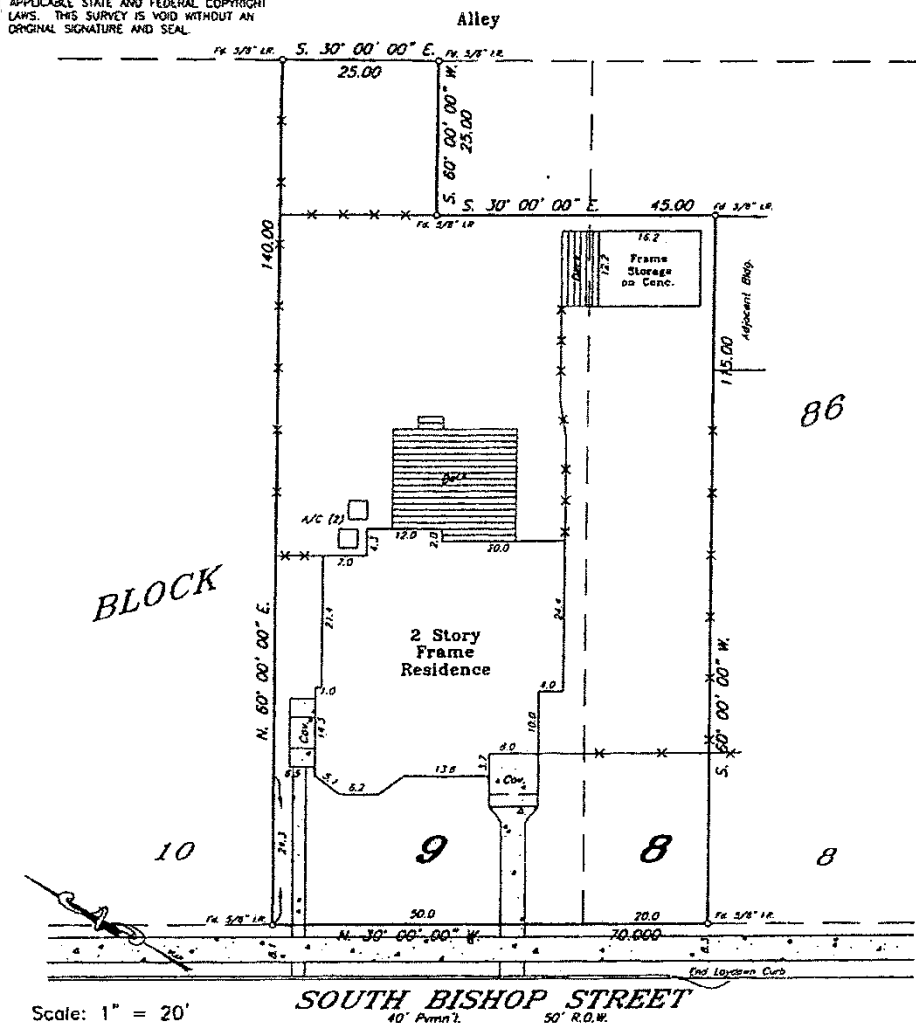
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APPLICABLE STATE AND FEDERAL COPYRIGHT
LAWS. THIS SURVEY IS VOID WITHOUT AN
ORIGINAL SIGNATURE AND SEAL.



Scale: 1" = 20'

BEARINGS ARE BASED UPON
THE PLAT OF RECORD.

14 SOUTH BISHOP STREET

PLAT SHOWING A SURVEY OF THE WEST 115 FEET OF THE
NORTH 20 FEET OF LOT 8, ALL OF LOT 9, SAVE AND EXCEPT
THE EAST 25 FEET OF THE SOUTH 25 FEET, BLOCK 86,
ANGELO HEIGHTS ADDITION, CITY OF SAN ANGELO, TOM GREEN
COUNTY, TEXAS.

As per plat recorded in Volume 54, Page 169, Deed Records
of Tom Green County, Texas.

This property lies entirely within Flood Zone(s) 'X' according to
FEMA Community Panel No. 480623 0015 D, March 2, 1994.

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

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

Surveyed on the ground May 17, 2005.

Survey For:
FIRST TITLE COMPANY
OF NO.: 200303013
Buck (buyer)
D

Russell T. Gully
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

SKG ENGINEERING 1122 S. BRYANT BLVD. SAN ANGELO, TEXAS 76903 325.655.1288

05-A-0693

To whom it may concern:

We would like to request that our property located on 14 S Bishop St be re-zoned. It is currently zoned as CG/CH and RS2. We are requesting that all our property be re-zoned to RS2.

1. Compatible with plans and policies: Our house is next to the RS2 zone with part of it actually in the RS2 zone. We are using our house as our residence and we are right next to the houses in our neighborhood. Our house faces South Bishop Street like the other homes on our block. The commercial properties that are next to us face Beauregard. Our property fits more into the plan of a residential property than a commercial property.

2. Consistent with Zoning Ordinance: Our house was built back in 1957 when the commercial zone permitted residential properties to be built. Now it is CG/CH with a small portion of our property zoned as RS2. We have lived in our home since May 16th 2005 and plan to remain using our property as our residence. Using our property for commercial use is not our intent or want.

3. Compatible with Surrounding Area: Our house is partly in and next to the RS2 zone. The block that we are on has residential homes. Our house faces South Bishop St like the rest of the residential properties on the block. The Commercial properties next to us all face Beauregard. Our house is more compatible with the RS2 zone than the CG/CH zone as we do not use our property for commercial uses and we are at the end of our neighborhood.

4. Changed Conditions: If our house were to be 100% destroyed we would lose our home and have a possibility of not being able to rebuild our home since we are a non-conforming house. Any change to our property uses to commercial would be a disruption. The property would not have any room to allow for parking for a commercial use. Re-zoning our property to a residential would keep this property use as a residence which wouldn't add to the traffic of the block and would keep the property use the same as the other residential properties on the block. And re-zoning our property will also give us an opportunity to rebuild our home in a situation where it was destroyed.

5. Effect on Natural Environment: No dangerous, noxious, or environmentally compromising businesses or industries are allowed under the new zoning district, No adverse impacts on the environment are expected as a result. No adverse environmental impacts are anticipated from the zone change. We would be using the property in the same manner we have for the past eleven years, as a residence.

6. Community Need: The new zoning would keep all the properties that face into South Bishop Street on our block as residential properties. The use of our property for commercial use would not leave room for parking and would increase traffic on the block. Re-zoning will keep the neighborhood separate from the commercial properties.

7. Development Patterns: Our house has been on our property since 1957. The zoning back then allowed for residential properties to be built in the commercial zone. We have lived in our home since 2005 and plan on continuing to live there. The rest of our neighborhood is zoned for residential use (RS2). Re-zoning all of our property to RS2 would make us consistent with the rest of our neighborhood.

Thank you,

Rachel Beckel 6-29-16

Markus Beck 6-29-16



Planning Division
52 W College Ave.
San Angelo, TX 76903
(325) 657-4210, #2
www.cosatx.us/planning

PLANNING

Planning is a Division of the Department of Planning & Development Services

TWO-FAMILY RESIDENCE (RS-2) ZONING DISTRICTS

What is the intent of RS-2 districts?

The Two-Family Residential District is intended to provide opportunities for development of detached single-family residences and two-family residences at medium densities.

Is there a restriction on how many structures I can build on my property?

There is a floor area ratio (FAR) that must be followed. The FAR refers to a maximum ratio calculated with the gross floor area of *all* buildings on the lot, (i.e. primary structure, detached garage, and storage buildings), and the square footage of the lot. For RS-2 the FAR is .50 times the size of the lot, or 50%. In other words, for a lot of 5,000 square feet, the floor area of all buildings cannot exceed 2,500 square feet. This figure includes multi-story construction.

What are the height restrictions?

35 feet, or 2 ½ stories. To learn how the height is measured, please consult Section 803.D of the Zoning Ordinance or contact the Planning Division.

Structures specifically *excluded* in the calculation of height include, but are not limited to: chimneys, cooling towers, elevator bulkheads, radio or television towers, satellite dish antennas, domes or spires, and parapet walls not exceeding four feet in height.

What are the lot restrictions?

Minimum size in the RS-2 District:

- 5,000 sq ft. for single-family residences
- 6,500 sq ft. for two-family residences

Setbacks for the RS-2 District are:

Front Setback: 25 feet

Side Setback: 5 feet

Rear Setback: 20 feet

All setbacks are measured from the front, side, and rear property lines, not the street edge. In scenarios where lots are irregularly shaped, the Planning Manager determines which lot lines are front(s), side(s), and rear(s).

Setback areas must be free of all obstructions, with the following projection exemptions:

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

SUBJECT PROPERTY (Single-family Residence)



SOUTH OF THE SUBJECT PROPERTY (Commercial Use [Tattoo Parlor])



WEST OF THE SUBJECT AREA



NORTH OF THE SUBJECT AREA



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **14 South Bishop Street; generally located along the east side of South Bishop Street, between West Beauregard and West Harris Avenues; more specifically being the West 115 feet of the North 20 feet of Lot 8 and all of Lot 9, save and except the East 25 feet of the South 25 feet, Block 86, Angelo Heights Addition, comprising a total of 0.140 acres,** FROM GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) ZONING DISTRICT TO TWO FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and state law regarding zoning regulations and zoning map, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that zoning changes should be made as set out herein; and,

WHEREAS, the City Council on October 4, 2016, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted an Ordinance amending the City's Comprehensive Plan (Vision Plan) changing the Future Land Use designation of the following described parcel of land from "Neighborhood Center" to "Neighborhood":

14 South Bishop Street; generally located along the east side of South Bishop Street, between West Beauregard and West Harris Avenues; more specifically being the West 115 feet of the North 20 feet of Lot 8 and all of Lot 9, save and except the East 25 feet of the South 25 feet, Block 86, Angelo Heights Addition, comprising a total of 0.140 acres

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the Zoning Map be and the same are hereby amended as follows:

14 South Bishop Street; generally located along the east side of South Bishop Street, between West Beauregard and West Harris Avenues; more specifically being the West 115 feet of the North 20 feet of Lot 8 and all of Lot 9, save and except the East 25 feet of the South 25 feet, Block 86, Angelo Heights Addition, comprising a total of 0.140 acres, zoned General Commercial/Heavy Commercial (CG/CH) Zoning District shall henceforth be permanently zoned Two-Family Residential (RS-2) Zoning District.

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to correct Zoning District Maps in the Office of the Director of the Planning and Development Services Department, to reflect the herein described changes in zoning.

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

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

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

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

INTRODUCED on the **20th day of September, 2016**, and finally PASSED, APPROVED AND ADOPTED on this, the **4th day of October, 2016**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Code Compliance, 325-655-0824

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

First public hearing and consideration of amending Chapter 7, Article 7.02 "Property Maintenance" Section 7.02.070 "Abatement, expenses and lien" to allow citizens an option to request a judicial case review and recommendation prior to abatement - (Presentation by Assistant Director of Neighborhood & Family Services James Flores)

Summary/History:

Staff is requesting approval of amending Chapter 7, Article 7.02 "Property Maintenance" Section 7.02.070 "Abatement, expenses and lien" allowing citizens who have received a notice of violation the opportunity to have their case heard by municipal court prior to the city abating the property and setting timelines for the judicial review.

While the current ordinance provides a citizen an opportunity to appeal their case to the Department Director, the only process to have a municipal judge hear their case is through a citation and criminalization of their case. In order to instill an administrative judicial review process, the ordinance will need to be amended to include such an admin review process.

Financial Impact:

No financial impact due to action.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------------------------|--|
| 1. | Proposed Ordinance
Amendment | 16-604_CODE_ORD_AMEND_ABATEMENT PROCESSES AND WEEDS AND
VEGETATION first reading.docx |
|----|---------------------------------|--|

Presentation:

Approvals/Reviews:

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

AN ORDINANCE AMENDING CHAPTER 7 "HEALTH AND SANITATION" ARTICLE 7.02 "PROPERTY MAINTENANCE" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, BY DELETING AND REPLACING SECTIONS 7.02.063 "WEEDS AND VEGETATION" AND 7.02.070 "ABATEMENT, EXPENSES AND LIEN", PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

- 1) **THAT**, Chapter 7 "Health and Sanitation" of the Code of Ordinances is hereby amended by deleting and replacing Section 7.02.063 "Weeds and Vegetation" as set out below:

"Sec. 7.02.063 Weeds and vegetation

(a) Growth restrictions.

(1) It shall be unlawful for any person or entity owning or having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the city to permit uncultivated grass, weeds or brush to grow to a height greater than twelve inches (12") on any lot, tract or parcel of land within the corporate limits of the city.

(2) It shall be unlawful for any person or entity owning or having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the city to permit grass, weeds or any plant to grow in, upon or across the sidewalk or street adjacent to the lot or property in the area. Cultivated vegetation may be adjacent to the sidewalk when not in violation of other city ordinances. Special concern must be afforded corner lots to prevent violation of other city ordinances regarding view obstruction.

(3) The fact that a person is a present occupant of the premises shall be prima facie evidence that the person has supervision and control of the property. If the premises are unoccupied, the fact that a person is listed by the current tax roll as the owner shall be prima facie evidence that the person is the owner and has supervision and control of the lot.

(b) Affirmative defenses. The following shall be affirmative defenses to any charge of permitting grass, weeds or brush to grow in violation of subsection (a) of this section:

(1) The grass, weeds or brush is/are located on land that is being used as a pasture for the grazing of livestock.

(2) The grass, weeds or brush is/are located on land that is being used as a garden or is being cultivated for agricultural purposes.

(3) The brush has a central trunk with a girth of ten inches (10") or more at its base.

(4) The grass, weeds or brush is/are located on an undeveloped lot, tract or parcel of land, as defined by [section 7.02.061](#) of this division, and is more than one hundred feet (100') from any building, or structure or more than fifteen feet (15') from the curb of any street or, if there is no curb, from the edge of the pavement or traveled portion of the street.

(5) The grass, weeds or brush is/are located on a developed lot, tract, or parcel of land that is more than 10 acres and is more than 100 feet (100') from any building or structure or more than fifteen feet (15') from the curb of any street, or if there is no curb from the edge of the pavement or traveled portion of the street.

(6) The grass, weeds or brush is/are located on public property owned by the state or any of its subdivisions, and such governmental entity has determined that it is in the public interest that such property should remain in its natural, undisturbed condition and the vegetation on such property is in its native biome and the condition of such property does not present a danger or hazard to adjacent properties.

(7) The director of health has determined that there is just cause to permit grass, weeds or brush to grow to a height greater than twelve inches (12") on a lot, tract or parcel of land within the corporate limits of the city. Just cause shall exist if one or more of the following factors applies to the lot, tract or parcel of land in question:

(A) The topography of the land makes compliance with subsection (a) of this section impractical or impossible;

(B) The density of the brush makes compliance with subsection (a) of this section impractical or impossible;

(C) Some act of the city makes compliance with subsection (a) of this section impractical or impossible;

and the land does not otherwise present a danger or hazard to adjacent properties."

- 2) **THAT**, Chapter 7 “Health and Sanitation” of the Code of Ordinances is hereby amended by deleting and replacing Section 7.02.070 “Abatement, expenses and lien” as set out below:

Sec. 7.02.070 Abatement, expenses and lien

(a) Abatement. If the owner of any lot, tract, parcel of land or portion thereof does not comply with the provisions of this division within seven (7) days of receipt of notice of violation, the city or its agents may:

- (1) Enter upon such premises and do such work as necessary, or cause the same to be done, in order that the premises may comply with the requirements set forth in this division; and
- (2) Pay for the work or improvements made and charge the expenses to the owner of the property.

(b) Assessment of expenses and lien.

- (1) The city manager may assess expenses incurred by the city in exercising the authority granted in this section. The city manager, assistant city managers or director of planning and development may execute and file a statement with the county clerk of such expenses, including administrative, filing and publication costs incurred in abating the unsanitary condition on said premises. The lien statement must state the name of the owner, if known, and a legal description of the property. The city shall have a privileged lien on such lot, tract or parcel of land, second only to tax liens and liens for street improvements, for the expenses incurred, together with interest at the rate of ten percent (10%) per year on the amount due from the date the city paid or incurred such expenses. For any such expenditures and interest, suit may be instituted and recovery and foreclosure had in the name of the city, and the statement of expenses, or a certified copy thereof shall be the name of the city, [sic] and the statement of expenses, or a certified copy thereof, shall be prima facie proof of the amount expended in any such work performed by the city.
- (2) The city manager, assistant city managers or director of planning and development shall execute and file a release of lien for the subject property with the county clerk within a reasonable time after payment of the amount due on the property including interest through the date of payment.

(c) Hearing.

- 1) Any person or entity receiving an abatement notice under this division shall have the right to request and administrative review of the abatement by filing a written request for review with the City of San Angelo Municipal Court.
- 2) Such request for review shall be submitted to municipal court within seven (7) days of receipt of the notice of violation.

- 3) The written request for review shall assert any legal defense as to why the City should not proceed with abatement and attachment of lien to the property as provided in this division.
- 4) Upon receipt of a request for review the Municipal court shall notify the Director of Neighborhood Services or designee of the request upon which time the abatement shall be delayed until review by the court. All files related to the property shall be forwarded to the Municipal Court for review.
- 5) Within 5 business days of receipt of the request, the Municipal Court Judge or designee shall review all information related to the condition of the property and issue a decision on whether the abatement is proper under this division. The decision shall be in writing and provided to the person or entity requesting the review as well as the Director of Neighborhood Services.
- 6) If the abatement decision of the department is upheld, the property must be abated within 3 days of the notice of determination by Municipal Court or the city may proceed with the abatement of the property pursuant to this division.

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 20th day of April 2016.

INTRODUCED with public hearing on the 6th day of September, 2016, and finally PASSED, APPROVED and ADOPTED on this the 20th day of September, 2016.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: September 20, 2016

Item type: Regular Item

Caption:

Consider the following items related to the budget:

1. Second public hearing and adoption of an ordinance of the City of San Angelo approving and adopting the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017; Authorizing employee compensation schedules; Providing for the general appropriation of funds; Reserving unto the City Council the authority to transfer appropriations budgeted, ratifying transfers of appropriations occurring in the 2015-2016 fiscal year and amending that budget ordinance accordingly; Providing for lapse of all unencumbered or unobligated funds for the prior fiscal year and for carryover of all appropriations of encumbered, obligated or restricted funds; Reserving unto the City Council the power, only as permitted by law, to amend or make changes in the budget for municipal purposes; Providing authority for the city manager or his designee to make certain adjustments from time to time in or between budgeted allocations; Authorizing the city manager or his designee to apply for certain grants and execute any related documents; and, providing for filing of the budget.

This budget will raise more total property taxes than last year's budget by \$1,495,628 (4.34%), and of that amount, \$442,215 is tax revenue to be raised from new property added to the tax roll this year

2. Authorize the City Manager to negotiate and execute an amendment to the Meet and Confer Agreement, as necessary - (Presentation by Budget Manager Morgan Chegwiddden)

Summary/History:

Through the council communications via Friday packet memos and workshop discussions, staff has made progress towards preparing the 2016-17 budget. The following action items are necessary to proceed with adopting the 2016-17 budget.

This is the first public hearing and introduction of the budget ordinance for the fiscal year beginning October 1, 2016 and ending September 30, 2017. The ordinance appropriates funds for the 2016-2017 fiscal year (exhibit A), and approves the pay schedule for all City employees (exhibit B). It also determines and approves budget amendment authorizations.

The ordinance authorizes the city manager to apply for the routine, recurring grants listed in exhibit C and execute any documents related to these grants. Lastly, the staffing head count is authorized in sections nine (for civil service) and ten (for civilians) with support in exhibit D.

The proposed 2016-2017 budget is balanced for all funds and meets all legal requirements.

The next item for the Council's consideration is to conduct a separate record vote to ratify the property tax revenue budgeted per truth in taxation guidelines. The motion must specifically be made to:

"Ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda

for the September 6, 2016 regular meeting of the City Council as an action item.”

Financial Impact:

Total operating budget of \$132,680,159. See attached budget ordinance for specific funds.

Other Information/Recommendation:

Staff recommends approval of the budget ordinance.

Attachments:

- | | | |
|----|-------------------------|--------------------------------|
| 1. | Proposed Budget | Final Draft Budget 8-26-16.pdf |
| 2. | Budget Ordinance | Budget Ordinance 9-6-16.pdf |
| 3. | PowerPoint Presentation | FIN 160906 Budget 9-6-16.pptx |
| 4. | Exhibit A | Exhibit A 9-6-16.pdf |
| 5. | Exhibit B | Exhibit B 9-6-16.pdf |
| 6. | Exhibit C | Exhibit C 9-6-16.pdf |
| 7. | Exhibit D | Exhibit D 9-6-16.pdf |

Presentation:

Yes

Approvals/Reviews:

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

City of San Angelo, Texas



Operating Budget Fiscal Year 2016-2017

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$1,495,628 (4.34%), AND OF THAT AMOUNT, \$442,215 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR

City Council Record Vote

****September 6, 2016****

The members of the governing body voted on the adoption of the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Tax Rate	Proposed FY2016-17	Adopted FY2015-16
Property Tax Rate	0.7760 / \$100	0.7760 / \$100
Effective Rate	0.8514 / \$100	0.8264 / \$100
Effective M&O Tax Rate	0.7436 / \$100	0.7402 / \$100
Rollback Tax Rate	0.9194 / \$100	0.9169 / \$100
Debt Rate	0.0986 / \$100	0.0986 / \$100

The total amount of municipal debt obligation secured by property taxes for the City of San Angelo is \$176,665,000.

City of San Angelo

Consolidated Financial Schedule

Revenue and Expenditures, Fiscal Year Ending September 30, 2017

Fund No.	Fund Name	Beginning Balance	Operating Revenues	Transfers In	Amount Available	Operating Expenditures	Transfers Out	Total Expenditures	Rev Over/ (Under) Exp	Ending Balance
101	General	\$19,017,967	\$63,454,549	\$6,415,801	\$88,888,317	\$66,626,783	\$3,243,567	\$69,870,350	\$0	\$19,017,967
105	General Debt Service	3,882,768	4,627,513	1,837,561	10,347,842	10,800,481	0	10,800,481	(4,335,407)	(452,639)
501	Equipment Replacement	327,218	95,301	1,201,373	1,623,892	1,296,674	0	1,296,674	0	327,218
502	Capital Projects	6,431,660	22,801	244,295	6,698,756	267,096	0	267,096	0	6,431,660
103	Intergovernmental	697,712	2,484,280	372,575	3,554,567	2,762,135	94,720	2,856,855	0	697,712
106	TIRZ	1,248,358	740,777	0	1,989,135	740,777	0	740,777	0	1,248,358
453	Community Development Block Grant	0	710,718	0	710,718	710,718	0	710,718	0	0
483	HOME Grant	0	346,838	0	346,838	346,838	0	346,838	0	0
601	Designated Revenue	207,777	37,850	0	245,627	37,850	0	37,850	0	207,777
640	Lake Nasworthy Trust	13,953,230	928,441	0	14,881,671	50,000	286,797	336,797	591,644	14,544,874
203	Texas Bank Sports Complex	133,301	145,426	747,651	1,026,378	893,077	0	893,077	0	133,301
410	Civic Events	2,993,657	2,474,448	0	5,468,105	2,275,216	199,232	2,474,448	0	2,993,657
420	Fort Concho	191,043	625,342	393,640	1,210,025	1,018,982	0	1,018,982	0	191,043
440	Fairmount Cemetery	(148,728)	381,950	77,693	310,915	428,923	0	428,923	30,720	(118,008)
201	State Office Building	269,674	1,280,053	0	1,549,727	1,280,053	0	1,280,053	0	269,674
220	Airport Operating	146,583	1,390,761	0	1,537,344	1,310,932	79,829	1,390,761	0	146,583
529	Airport PFC	881,169	274,936	0	1,156,105	0	274,936	274,936	0	881,169
230	Solid Waste Enterprise	2,023,623	1,570,308	0	3,593,931	799,534	255,000	1,054,534	515,774	2,539,397
240	Stormwater	2,684,333	2,642,635	95,000	5,421,968	2,525,925	211,710	2,737,635	0	2,684,333
260	Water Operating	1,761,458	24,353,993	1,218,456	27,333,907	16,059,342	6,792,743	22,852,085	2,720,364	4,481,822
261	Water Debt Service	244,120	21,111	8,393,380	8,658,611	8,414,491	0	8,414,491	0	244,120
512	Water / Supply Capital Projects	7,860,432	4,736,246	40,770	12,637,448	2,974,099	1,802,917	4,777,016	0	7,860,432
270	Wastewater Operating	3,645,055	12,454,221	0	16,099,276	5,604,810	5,651,563	11,256,373	1,197,848	4,842,903
271	Wastewater Debt Service	552,643	0	4,162,688	4,715,331	4,162,688	0	4,162,688	0	552,643
520	Wastewater Capital Projects	6,767,524	1,774,297	0	8,541,821	1,292,735	481,562	1,774,297	0	6,767,524
Operating Totals		\$75,772,577	\$127,574,795	\$25,200,883	\$228,548,255	\$132,680,159	\$19,374,576	\$152,054,735	\$720,943	\$76,493,520
301	Vehicle Maintenance	(\$216,753)	\$7,013,264	\$0	\$6,796,511	\$7,013,264	\$0	\$7,013,264	\$0	(\$216,753)
305	Communications	215,408	810,512	0	1,025,920	810,512	0	810,512	0	215,408
310	Health Insurance	(708,514)	7,810,837	0	7,102,323	7,810,837	0	7,810,837	0	(708,514)
320	Property/Casualty	1,127,988	817,497	0	1,945,485	817,497	0	817,497	0	1,127,988
330	Workers' Compensation	(650,397)	1,308,556	0	658,159	1,072,315	0	1,072,315	236,241	(414,156)
Total Internal Service Funds		(\$232,268)	\$17,760,666	\$0	\$17,528,398	\$17,524,425	\$0	\$17,524,425	\$236,241	\$3,973

City of San Angelo

General Fund

Schedule of Revenues and Expenditures

Category	Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
101 REVENUES:					
Taxes	Property Tax	29,468,894	30,808,814	32,160,271	\$1,351,457
	Sales Tax	18,970,360	19,610,000	17,614,317	(1,995,683)
	Franchise Tax	4,472,891	4,454,370	4,517,446	63,076
	Total Taxes	52,912,145	54,873,184	54,292,034	(581,150)
Licenses and Permits	Licenses	50,229	50,000	55,807	5,807
	Permits	556,101	709,850	656,611	(53,239)
	Total Permits and Fees	606,330	759,850	712,418	(47,432)
Charges for Services	Ambulance	3,239,377	3,020,000	3,148,250	128,250
	Recreation	602,406	476,800	634,200	157,400
	Real Estate	84,992	80,269	132,105	51,836
	Animal Services	137,704	128,061	199,651	71,590
	Public Safety	775,657	743,675	862,711	119,036
	Other	330,504	320,050	329,126	9,076
	Total Charges for Service	5,170,640	4,768,855	5,306,043	537,188
Fines and Forfeitures	Municipal Court	2,979,639	2,665,581	2,813,239	147,658
Other	Interest	109,171	54,023	125,776	71,753
	Miscellaneous	305,222	373,801	205,039	(168,762)
	Total Other	414,393	427,824	330,815	(97,009)
Transfers	Transfers In	2,563,883	2,768,236	3,142,042	373,806
	Administrative Charges (Transfers In)	3,136,955	3,340,380	3,273,759	(66,621)
	Total Transfers	5,700,838	6,108,616	6,415,801	307,185
Total General Fund Revenues		67,783,985	69,603,910	69,870,350	266,440

City of San Angelo

General Fund

Schedule of Revenues and Expenditures

Category	Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>101 EXPENDITURES:</u>					
General	City Council	131,023	132,943	156,989	\$24,046
Government	City Manager	668,087	675,181	706,956	31,775
	Internal Auditor	56,767	71,810	75,151	3,341
	City Attorney	534,165	636,154	640,873	4,719
	City Clerk	257,953	233,723	243,226	9,503
	Public Information	336,018	440,885	452,397	11,512
	Municipal Court	2,136,964	2,371,921	2,418,177	46,256
	Construction Management	144,287	185,061	190,328	5,267
	Facilities Maintenance	566,379	646,473	658,482	12,009
	Total General Government	4,831,643	5,394,151	5,542,579	148,428
Human Resources & Risk Management	Human Resources	371,066	399,146	406,148	7,002
	Crossing Guards	106,957	124,000	122,000	(2,000)
	Total Human Resources & Risk Management	478,023	523,146	528,148	5,002
Finance	Budget	998,314	1,091,372	1,073,197	(18,175)
	Accounting	477,399	508,548	520,543	11,995
	Billing & Receipts	613,703	646,801	694,807	48,006
	Information Technology	508,164	579,148	581,969	2,821
	Purchasing	177,215	147,064	158,724	11,660
	Real Estate	132,040	154,106	171,059	16,953
	Total Finance	2,906,835	3,127,039	3,200,299	73,260
Development Corporation	Development Corporation	321,850	400,382	471,250	70,868
	Total Development Corporation	321,850	400,382	471,250	70,868
Development Services	Administration	635,209	442,946	466,072	23,126
	Planning	249,259	328,024	299,481	(28,543)
	GIS	243,752	272,628	295,217	22,589
	Permits & Inspections	793,467	801,319	838,663	37,344
	Total Development Services	1,921,687	1,844,917	1,899,433	54,516
Neighborhood & Family Services	Code Compliance	482,402	458,298	461,179	2,881
	Animal Services	749,852	927,387	1,016,501	89,114
	Total Neighborhood & Family Services	1,232,254	1,385,685	1,477,680	91,995

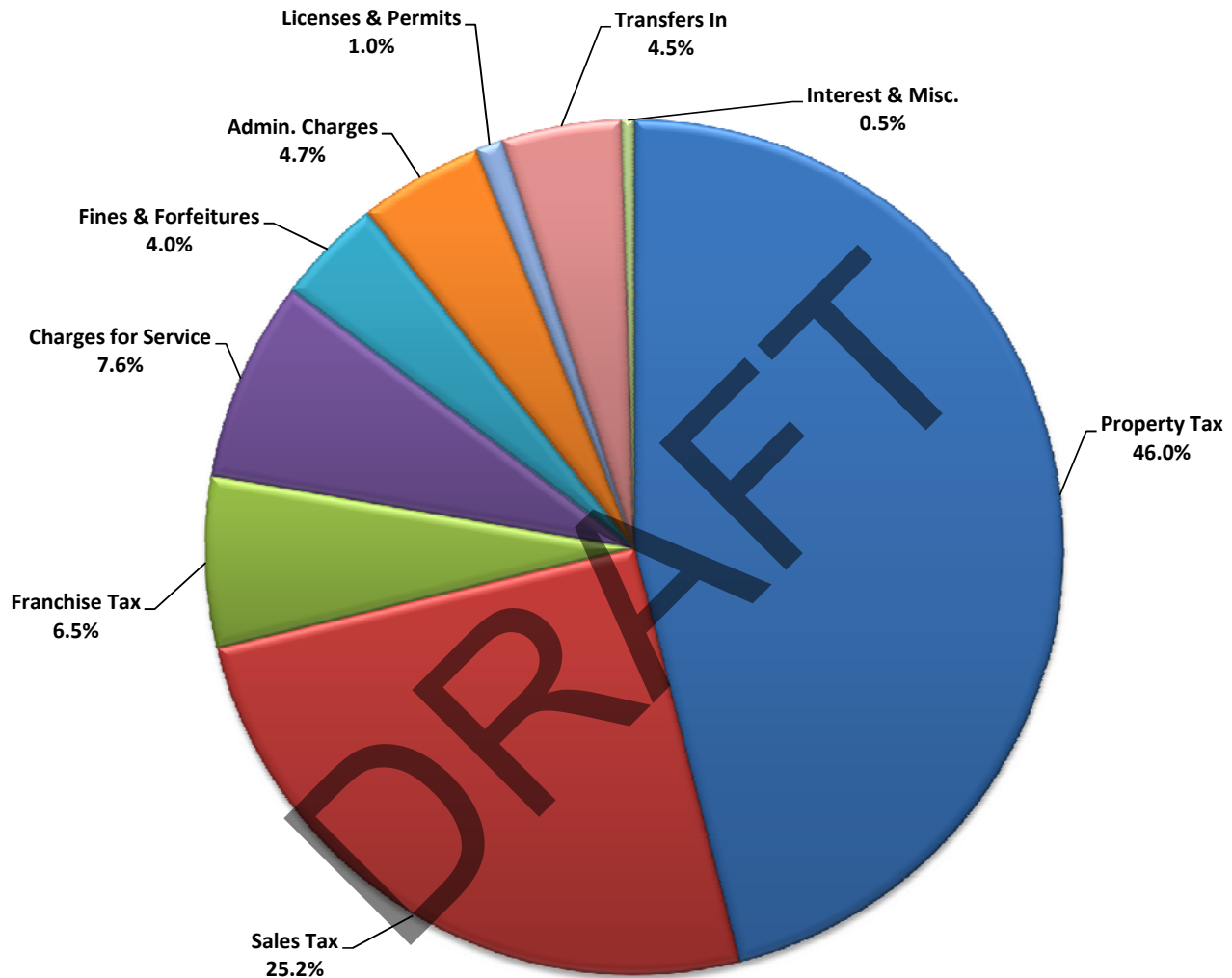
City of San Angelo

General Fund

Schedule of Revenues and Expenditures

Category	Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
Health Services	Administration	154,122	158,931	173,922	14,991
	MHMR Contribution	55,423	55,423	55,423	0
	Total Health Services	209,545	214,354	229,345	14,991
Police	Police	16,876,476	17,114,741	17,174,033	59,292
	Traffic Safety	281,257	247,878	247,878	0
	DWI Step	18,576	39,222	39,222	0
	Public Safety Communications	1,500,222	1,447,453	1,479,276	31,823
	Total Police	18,676,531	18,849,294	18,940,409	91,115
Fire	Fire	14,878,917	15,133,712	15,713,112	579,400
	Fire Prevention	723,791	693,179	721,900	28,721
	Total Fire	15,602,708	15,826,891	16,435,012	608,121
Public Works	Engineering	426,106	1,159,444	1,188,075	28,631
	Operations Admin	345,236	364,972	350,170	(14,802)
	Traffic Control	888,401	901,908	925,376	23,468
	Street and Bridge	5,140,799	6,000,174	6,102,409	102,235
	Street Lighting	1,126,863	1,118,829	1,118,829	0
	Total Operations	7,927,405	9,545,327	9,684,859	139,532
Parks & Recreation	Parks	2,773,338	3,221,821	3,360,227	138,406
	Water Lily Garden	95,038	97,415	99,850	2,435
	Recreation	998,533	1,057,318	1,105,133	47,815
	Total Parks & Recreation	3,866,909	4,376,554	4,565,210	188,656
Other	Non-Departmental	2,327,158	4,817,167	3,652,559	(1,164,608)
	Transfers Out	2,961,631	3,299,003	3,243,567	(55,436)
	Total Other	5,288,789	8,116,170	6,896,126	(1,220,044)
Total General Fund Expenditures		\$63,264,179	\$69,603,910	\$69,870,350	\$266,440
Increase/(Decrease) in Fund Balance		4,519,806	0	0	\$0
Beginning Fund Balance		14,498,161	19,017,967	19,017,967	0
Ending Fund Balance		\$19,017,967	\$19,017,967	\$19,017,967	\$0

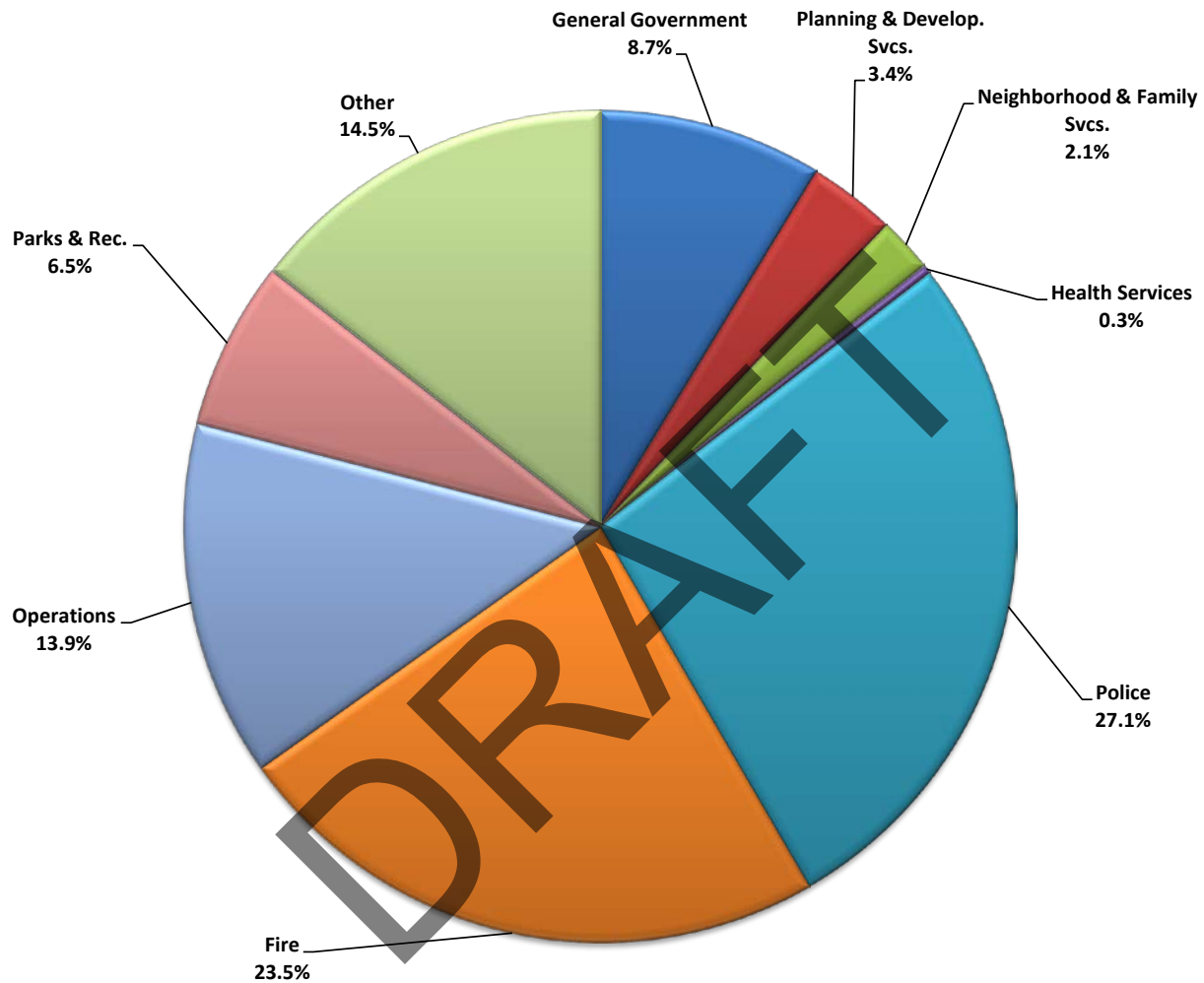
City of San Angelo General Fund Revenues Fiscal Year 2016-17



Graph Description:

The property tax, at a rate of 0.7760 per \$100 valuation, is the largest revenue source for the General Fund. Property, sales and franchise taxes account for just under 78% of the General Fund's revenue. All other revenue sources combined total approximately 22% of General Fund Revenue.

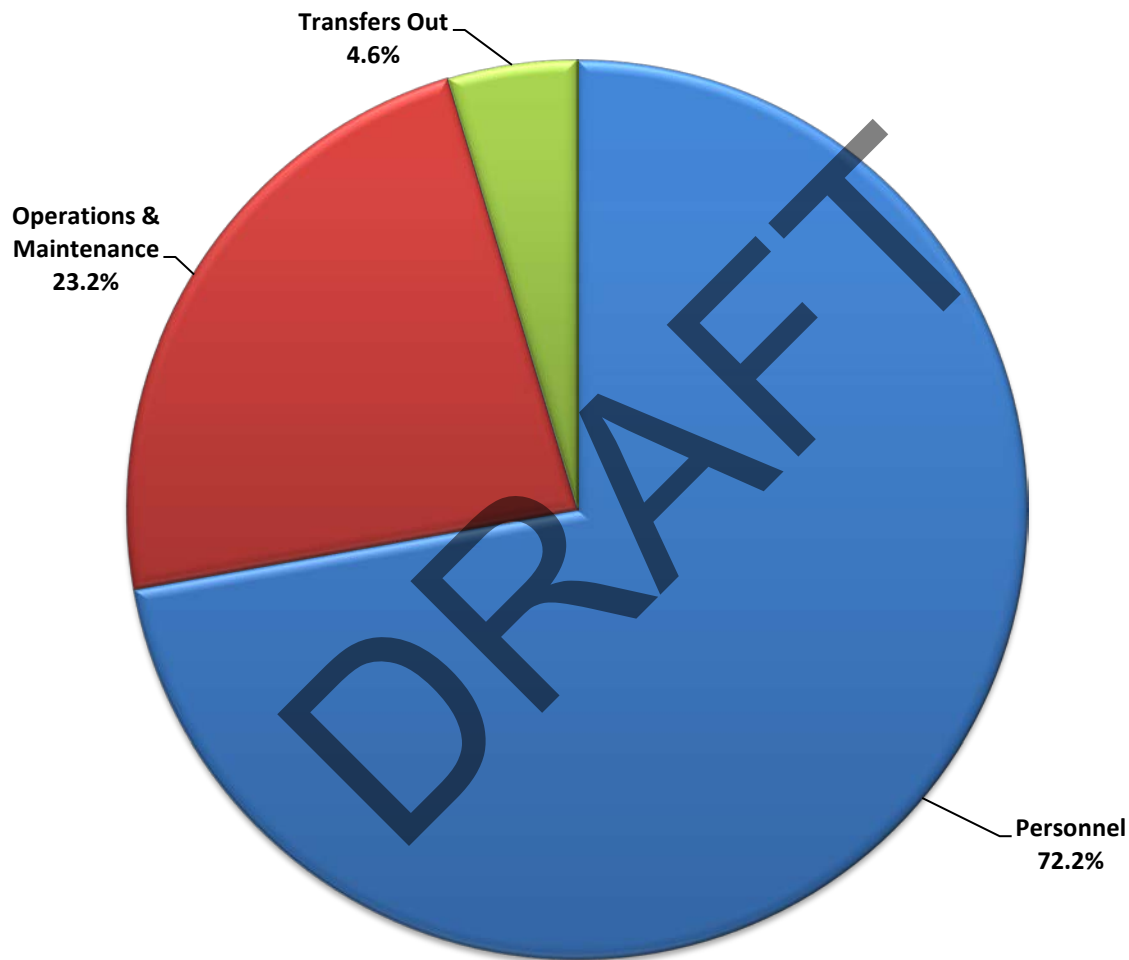
City of San Angelo General Fund Expenditures by Department Fiscal Year 2016-17



Graph Description:

The graph above shows the City's commitment to provide a safe environment for its citizens by devoting over 50% of authorized expenditures for the use of public safety.

City of San Angelo General Fund Expenditures by Category, Fiscal Year 2016-17



Graph Description:

The single largest General Fund expense for the City of San Angelo is personnel. This category consists of salary and benefits for employees. Operations & maintenance and transfers account for just over one-quarter of General Fund expenses.

City of San Angelo

General Debt Service Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>105 REVENUES:</u>				
Current Taxes	3,310,665	4,375,475	4,565,513	190,038
Delinquent Taxes	42,379	40,000	50,000	10,000
Transfers In	2,600,450	2,752,988	1,837,561	(915,427)
Interest	9,564	1,899	12,000	10,101
Total Revenues	\$5,963,058	\$7,170,362	\$6,465,074	(\$705,288)
<u>105 EXPENSES:</u>				
Principal on Debt	2,185,000	5,119,215	8,385,000	3,265,785
Interest on Debt	1,947,510	2,047,439	2,402,023	354,584
Issue Costs	7,022	3,708	13,458	9,750
Total Expenditures	\$4,139,532	\$7,170,362	\$10,800,481	\$3,630,119
Revenues Over/ (Under) Expenditures	1,823,526	0	(4,335,407)	(4,335,407)
Beginning Fund Balance	2,059,242	3,882,768	3,882,768	0
Ending Fund Balance	\$3,882,768	\$3,882,768	(\$452,639)	(\$4,335,407)

City of San Angelo

General Fund Equipment Replacement

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
501 REVENUES:				
Transfers In	1,201,373	1,251,373	1,201,373	(50,000)
Sale of Fixed Assets	129,188	55,000	55,000	0
Other	38,476	888	40,301	39,413
Total Revenue	\$1,369,037	\$1,307,261	\$1,296,674	(\$10,587)
501 EXPENDITURES:				
Vehicles & Equipment	1,259,390	1,307,261	1,296,674	(10,587)
Total Expenditures	\$1,259,390	\$1,307,261	\$1,296,674	(\$10,587)
Revenues Over/ (Under) Expenditures	109,647	0	0	0
Beginning Fund Balance	217,571	327,218	327,218	0
Ending Fund Balance	\$327,218	\$327,218	\$327,218	\$0

City of San Angelo

General Fund Capital Projects

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
502 REVENUES:				
Transfers In	262,379	244,295	244,295	0
Other Revenue	319,254	8,128	22,801	14,673
Total Revenue	\$581,633	\$252,423	\$267,096	\$14,673
502 EXPENDITURES				
Facilities	12,471	0	0	0
City Hall Plaza Rehabilitation	51,044	0	0	0
Development Software	0	0	0	0
19th St. Sidewalks	100,408	0	0	0
Transportation Enhancement	0	0	0	0
Street Improvements	267	0	0	0
Stormwater Improvements	0	0	0	0
Dog Park	0	0	0	0
Texas Bank Sports Complex	0	0	0	0
Aquatics Facility	10,091	0	0	0
29th St Sports Complex	0	0	0	0
Fort Concho	0	0	0	0
Cemetery Improvements	46,283	0	0	0
Auditorium	0	0	0	0
Fire Station	74,321	0	0	0
Ambulance Replacement	516,534	250,000	250,000	0
Fire Mobile Data Terminals	149,477	0	0	0
Contingencies	0	28	17,096	17,068
Total Expenditures	\$960,896	\$250,028	\$267,096	\$17,068
Revenues Over/ (Under) Expenditures	(379,263)	2,395	0	(2,395)
Beginning Fund Balance	6,808,528	6,429,265	6,431,660	2,395
Ending Fund Balance	\$6,429,265	\$6,431,660	\$6,431,660	\$0

City of San Angelo

Intergovernmental Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
103 REVENUES:				
Health Department Revenue	101,270	105,645	108,900	3,255
Health Department Grants	396,826	382,229	437,229	55,000
WIC Grant	790,110	914,660	877,860	(36,800)
Transportation Grant	224,174	230,000	477,599	247,599
Nutrition Program Revenue	140,237	171,478	158,945	(12,533)
Police Grants	68,661	20,137	198,299	178,162
Parks Grants and Donations	0	0	0	0
Emergency Management Grant	257,043	96,600	225,448	128,848
Fire Grants	230,000	0	0	0
Interest	958	0	0	0
Transfers In	324,910	381,869	372,575	(9,294)
Total Revenue	2,534,189	2,302,618	2,856,855	554,237
103 EXPENDITURES:				
Health Department Grants	514,285	589,109	625,023	35,914
WIC Grant	736,496	846,520	807,860	(38,660)
Social Services	113,737	119,717	124,915	5,198
Transportation Planning Grant	188,783	222,387	462,909	240,522
Nutrition	232,317	275,367	263,204	(12,163)
Police Grants	64,522	20,137	198,299	178,162
Parks	0	0	0	0
Emergency Management	229,684	150,911	279,925	129,014
Fire Grants	289,531	0	0	0
Transfers Out	92,977	85,783	94,720	8,937
Total Expenditures	2,462,332	2,309,931	2,856,855	546,924
Revenues Over/ (Under) Expenditures	71,857	(7,313)	0	\$7,313
Beginning Fund Balance	633,168	705,025	697,712	(7,313)
Ending Fund Balance	\$705,025	\$697,712	\$697,712	\$0

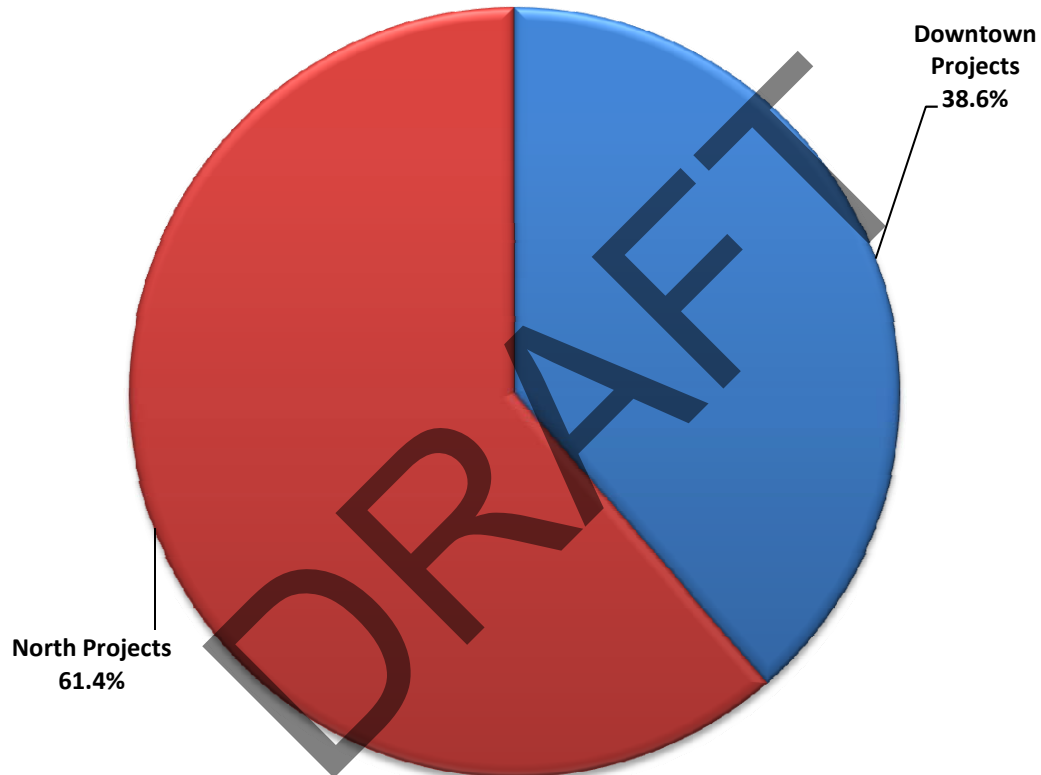
City of San Angelo

TIRZ Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>106 REVENUES:</u>				
Downtown Property Tax	215,820	248,270	283,705	35,435
Reimbursed Expense	0	0	0	0
North Property Tax	405,218	406,958	452,738	45,780
New Freedom Grant	506,583	0	0	0
Interest	4,418	2,346	4,334	1,988
Total Revenues	\$1,132,039	\$657,574	\$740,777	\$83,203
<u>106 EXPENSES:</u>				
Downtown Projects	64,321	249,443	285,872	36,429
North Projects	19,533	408,131	454,905	46,774
New Freedom Grant	791,012	0	0	0
Total Expenditures	\$874,866	\$657,574	\$740,777	\$83,203
Revenues Over/ (Under) Expenditures	257,173	0	0	0
Beginning Fund Balance	991,186	1,248,359	1,248,359	0
Ending Fund Balance	\$1,248,359	\$1,248,359	\$1,248,359	\$0

City of San Angelo TIRZ Expenditures Fiscal Year 2016-17



Graph Description:

The purpose of this graph is to show that expenses for the TIRZ Fund are allocated in accordance with receipts, with more resources in North over Downtown projects.

City of San Angelo

Community Development Block Grant

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
453 REVENUES:				
Grant Income	590,979	675,246	678,718	3,472
Rehab Loans	24,565	35,000	32,000	(3,000)
Miscellaneous	0	0	0	0
Total Revenues	\$615,544	\$710,246	\$710,718	\$472
453 EXPENDITURES:				
Administration	257,426	272,941	265,858	(7,083)
Debt Service	149,996	150,713	147,695	(3,018)
Public Service Projects	94,735	105,000	109,165	4,165
Rehab Grants and Loans	85,493	143,592	150,000	6,408
Code Enforcement	38,000	38,000	38,000	0
Total Expenditures	\$625,650	\$710,246	\$710,718	\$472
Revenues Over/ (Under) Expenditures	(10,106)	0	0	0
Beginning Fund Balance	10,106	0	0	0
Ending Fund Balance	\$0	\$0	\$0	\$0

City of San Angelo

HOME Program

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
483 REVENUES:				
Grant Income	156,674	254,439	254,111	(328)
Rent	42,881	38,400	0	(38,400)
Loan Payments	5,680	25,000	24,000	(1,000)
Miscellaneous	43,553	30,000	68,727	38,727
Total Revenues	\$248,788	\$347,839	\$346,838	(\$1,001)
483 EXPENDITURES:				
Administration	44,704	106,020	96,730	(9,290)
Galilee CDC	90,000	83,000	88,000	5,000
MHMR Contribution	45,204	46,000	51,000	5,000
Homebuyers Assistance	24,744	96,223	111,108	14,885
Duplex Maintenance	14,240	16,596	0	(16,596)
Total Expenditures	\$218,892	\$347,839	\$346,838	(\$1,001)
Revenues Over/ (Under) Expenditures	29,896	0	0	0
Beginning Balance	(29,896)	0	0	0
Ending Balance	\$0	\$0	\$0	\$0

City of San Angelo

Designated Revenue Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
601 REVENUES:				
Police Donations	12,880	4,250	4,250	0
Parks Donations	3,746	1,500	3,000	1,500
Recreation Donations	37,032	24,250	30,600	6,350
Other Donations	16,260	0	0	0
Interest	930	498	0	(498)
Total Revenue	\$70,848	\$30,498	\$37,850	\$7,352
601 EXPENDITURES				
Police Projects	38,488	4,250	4,250	0
Parks Projects	7,168	1,500	3,000	1,500
Recreation Projects	29,606	24,250	30,600	6,350
Other	0	498	0	(498)
Total Expenditures	\$75,262	\$30,498	\$37,850	\$7,352
Revenues Over/ (Under) Expenditures	(4,414)	0	0	0
Beginning Fund Balance	212,191	207,777	207,777	0
Ending Fund Balance	\$207,777	\$207,777	\$207,777	\$0

City of San Angelo

Lake Nasworthy Trust

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
640 REVENUES:				
Lot Sales	633,240	700,000	700,000	0
Lake Lease Income	26,496	84,000	84,000	0
Interest	171,432	127,851	144,441	16,590
Total Revenues	\$831,168	\$911,851	\$928,441	\$16,590
640 EXPENDITURES:				
Professional Services	12,650	50,000	50,000	0
Transfers Out	138,308	271,866	286,797	14,931
Total Expenditures	\$150,958	\$321,866	\$336,797	\$14,931
Revenues Over/ (Under) Expenditures	680,210	589,985	591,644	1,659
Beginning Fund Balance	12,683,035	13,363,245	13,953,230	589,985
Ending Fund Balance	\$13,363,245	\$13,953,230	\$14,544,874	\$591,644

City of San Angelo

Texas Bank Sports Complex Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>203 REVENUES:</u>				
Program Fees	84,152	88,000	88,000	0
Dev Corp	0	0	0	0
Transfers In	708,658	746,802	747,651	849
Other Revenue	63,065	57,022	57,426	404
Total Revenues	\$855,875	\$891,824	\$893,077	\$1,253
<u>203 EXPENSES:</u>				
Personnel	281,202	379,851	381,543	1,692
Operations & Maintenance	368,769	511,973	511,534	(439)
Capital	6,468	0	0	0
Total Expenses	\$656,439	\$891,824	\$893,077	\$1,253
Revenues Over/ (Under) Expenditures	199,436	0	0	0
Beginning Fund Balance	(66,135)	133,301	133,301	0
Ending Fund Balance	\$133,301	\$133,301	\$133,301	\$0

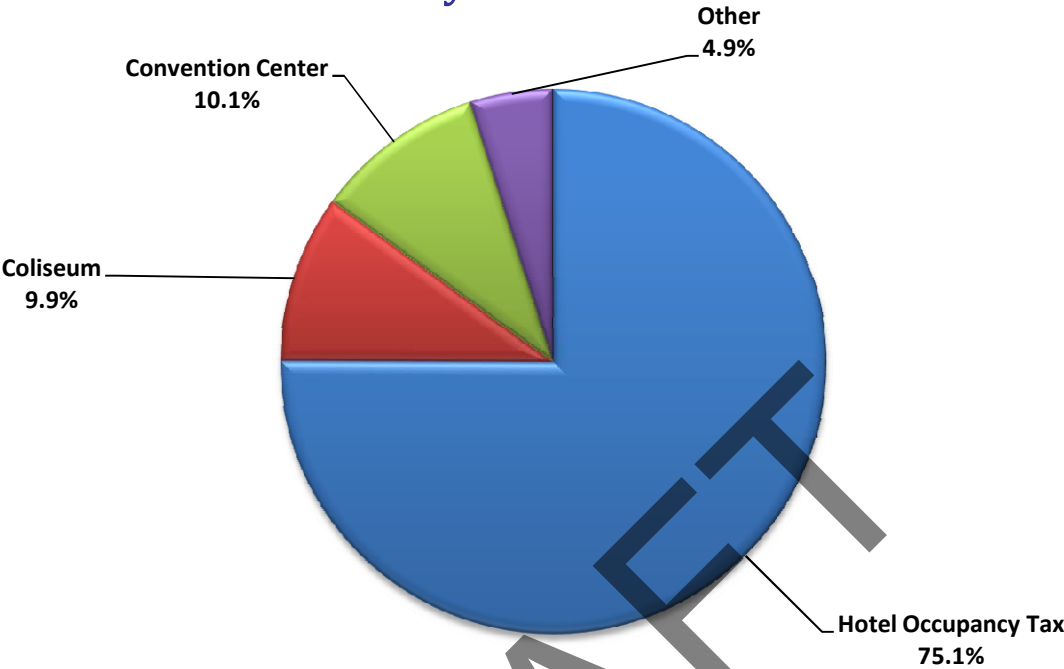
City of San Angelo

Civic Events Fund

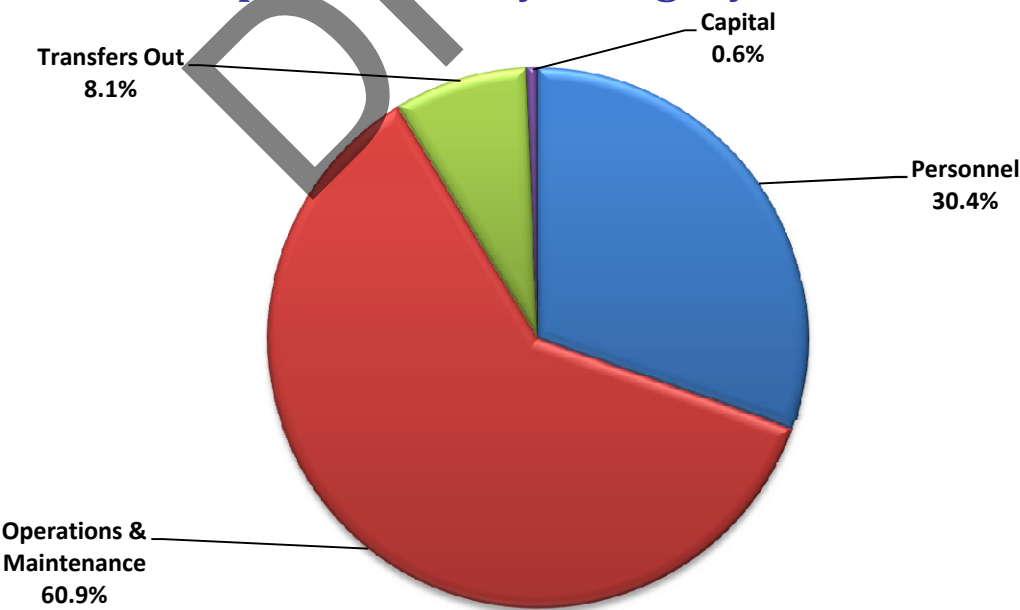
Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
410 REVENUES:				
Hotel/Motel Tax	2,373,746	2,300,000	1,857,500	(442,500)
Coliseum Revenue	237,775	240,200	245,986	5,786
Auditorium Revenue	0	0	0	0
Convention Center Revenue	226,749	285,900	249,400	(36,500)
River Stage Revenue	16,230	39,000	31,000	(8,000)
Pavilion Revenue	11,189	9,500	9,500	0
Pecan Creek Revenue	4,294	5,800	5,800	0
Other	75,955	66,106	75,262	9,156
Total Revenues	\$2,945,938	\$2,946,506	\$2,474,448	(\$472,058)
410 EXPENDITURES:				
Personnel	702,346	709,498	753,060	43,562
Operations & Maintenance	1,430,247	1,464,618	1,506,500	41,882
Transfers Out	199,232	199,232	199,232	0
Capital	330,581	23,158	15,656	(7,502)
Total Expenditures	\$2,662,406	\$2,396,506	\$2,474,448	\$77,942
Revenues Over/ (Under) Expenditures	283,532	550,000	0	(550,000)
Beginning Fund Balance	2,160,125	2,443,657	2,993,657	550,000
Ending Fund Balance	\$2,443,657	\$2,993,657	\$2,993,657	\$0

City of San Angelo
Civic Events Fund
FY 2016-17 Revenues by Source



City of San Angelo
Civic Events Fund
FY 2016-17 Expenditures by Category



City of San Angelo

Fort Concho

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>420 REVENUES:</u>				
Rent & Donations	622,214	592,750	607,750	15,000
Transfers In	355,286	391,826	393,640	1,814
Other	12,999	19,519	17,592	(1,927)
Total Revenues	\$990,499	\$1,004,095	\$1,018,982	\$14,887
<u>420 EXPENDITURES:</u>				
Personnel	607,046	713,179	720,999	7,820
Operations & Maintenance	278,257	289,916	295,710	5,794
Capital	3,011	1,000	2,273	1,273
Total Expenditures	\$888,314	\$1,004,095	\$1,018,982	\$14,887
Revenues Over/ (Under) Expenditures	102,185	0	0	0
Beginning Fund Balance	88,858	191,043	191,043	0
Ending Fund Balance	\$191,043	\$191,043	\$191,043	\$0

City of San Angelo

Fairmount Cemetery

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
440 REVENUES:				
Charges for Service	197,997	318,560	326,950	8,390
Trust Income	43,851	50,000	50,000	0
Transfers In	62,135	77,070	77,693	623
Other Revenue	4,950	4,950	5,000	50
Total Revenues	\$308,933	\$450,580	\$459,643	\$9,063
440 EXPENDITURES:				
Personnel	243,996	255,819	251,571	(4,248)
Operations & Maintenance	126,671	194,761	177,352	(17,409)
Capital	0	0	0	0
Total Expenditures	\$370,667	\$450,580	\$428,923	(\$21,657)
Revenues Over/ (Under) Expenditures	(61,734)	0	30,720	30,720
Beginning Fund Balance	(86,994)	(148,728)	(148,728)	0
Ending Fund Balance	(\$148,728)	(\$148,728)	(\$118,008)	\$30,720

City of San Angelo

State Office Buildings

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>201 REVENUES:</u>				
Rental Income	1,211,371	1,220,096	1,230,000	9,904
Other Revenue	9,195	566	50,053	49,487
Total Revenues	\$1,220,566	\$1,220,662	\$1,280,053	\$59,391
<u>201 EXPENDITURES:</u>				
Personnel	113,543	119,691	119,997	306
Operations & Maintenance	590,563	598,689	595,700	(2,989)
Debt Service	519,012	502,282	514,356	12,074
Capital	0	0	50,000	50,000
Total Expenditures	\$1,223,118	\$1,220,662	\$1,280,053	\$59,391
Revenues Over/ (Under) Expenditures	(2,552)	0	0	0
Beginning Fund Balance	272,226	269,674	269,674	0
Ending Fund Balance	\$269,674	\$269,674	\$269,674	\$0

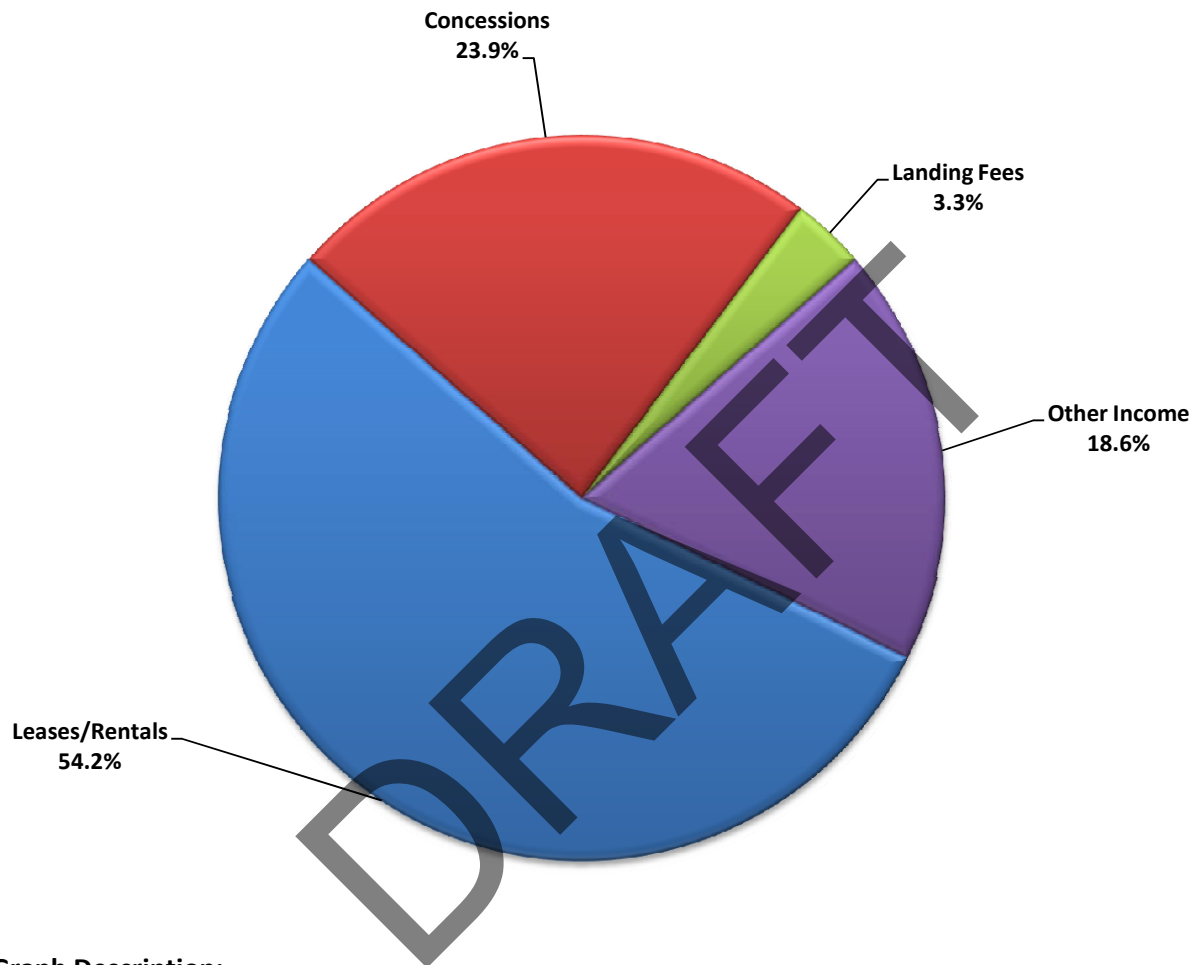
City of San Angelo

Airport Operating Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>220 REVENUES:</u>				
Leases/Rentals	835,006	848,233	754,102	(94,131)
Concessions	340,292	356,212	331,891	(24,321)
Landing Fees	46,848	51,279	45,469	(5,810)
Advertising	10,414	30,000	30,000	0
Interest	531	296	378	82
Grants	722	722	722	0
Transfers In	0	0	0	0
Other Income	101,039	222,972	228,199	5,227
Total Revenues	\$1,334,852	\$1,509,714	\$1,390,761	(\$118,953)
<u>220 EXPENSES:</u>				
Personnel	621,795	789,609	745,080	(44,529)
Operations & Maintenance	470,151	591,108	519,886	(71,222)
Capital	0	3,202	0	(3,202)
Transfers Out	83,053	79,829	79,829	0
Debt Service	37,072	45,966	45,966	0
Total Expenses	\$1,212,071	\$1,509,714	\$1,390,761	(\$118,953)
Revenues Over/ (Under) Expenditures	122,781	0	0	0
Beginning Fund Balance	23,802	146,583	146,583	0
Ending Fund Balance	\$146,583	\$146,583	\$146,583	\$0

City of San Angelo Airport Operating Fund FY 2016-17 Revenues by Source



Graph Description:

The graph above shows the majority of the City's Airport revenue comes from leases and rental income.

City of San Angelo

Airport PFC Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
529 REVENUES:				
Passenger Facility Charges	274,701	270,000	270,000	0
Interest	3,982	2,446	4,936	2,490
Total Revenues	\$278,683	\$272,446	\$274,936	\$2,490
529 EXPENSES:				
Transfer to Capital Fund	74,176	272,446	274,936	2,490
Miscellaneous	0	0	0	0
Total Expenses	\$74,176	\$272,446	\$274,936	\$2,490
Revenues Over/ (Under) Expenditures	204,507	0	0	0
Beginning Fund Balance	676,662	881,169	881,169	0
Ending Fund Balance	\$881,169	\$881,169	\$881,169	\$0

City of San Angelo

Solid Waste Enterprise Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
230 REVENUES:				
Landfill Fees	969,646	824,960	949,417	124,457
Leases	602,505	601,287	598,832	(2,455)
Other	355,867	692,766	3,000	(689,766)
Interest	25,026	8,363	19,059	10,696
Total Revenues	\$1,953,044	\$2,127,376	\$1,570,308	(\$557,068)
230 EXPENDITURES:				
Personnel	120,321	126,364	212,164	85,800
Operations & Maintenance	228,970	376,901	379,870	2,969
Transfers Out	280,599	425,000	255,000	(170,000)
Capital	2,173	4,914	207,500	202,586
Debt Service	338,981	338,250	0	(338,250)
Total Expenditures	\$971,044	\$1,271,429	\$1,054,534	(\$216,895)
Revenues Over/ (Under) Expenditures	982,000	855,947	515,774	(340,173)
Beginning Fund Balance	185,676	1,167,676	2,023,623	855,947
Ending Fund Balance	\$1,167,676	\$2,023,623	\$2,539,397	\$515,774

City of San Angelo

Stormwater Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
240 REVENUES:				
Stormwater Fee	2,545,795	2,620,000	2,620,000	0
Transfers In	95,000	95,000	95,000	0
Other	(69,782)	5,538	22,635	17,097
Total Revenues	\$2,571,013	\$2,720,538	\$2,737,635	\$17,097
240 EXPENSES:				
Personnel	1,207,643	1,182,616	1,286,143	103,527
Operations & Maintenance	413,355	623,235	620,275	(2,960)
Transfers Out	211,710	211,710	211,710	0
Capital	12,178	702,977	619,507	(83,470)
Total Expenses	\$1,844,886	\$2,720,538	\$2,737,635	\$17,097
Revenues Over/ (Under) Expenditures	726,127	0	0	0
Beginning Fund Balance	1,958,206	2,684,333	2,684,333	0
Ending Fund Balance	\$2,684,333	\$2,684,333	\$2,684,333	\$0

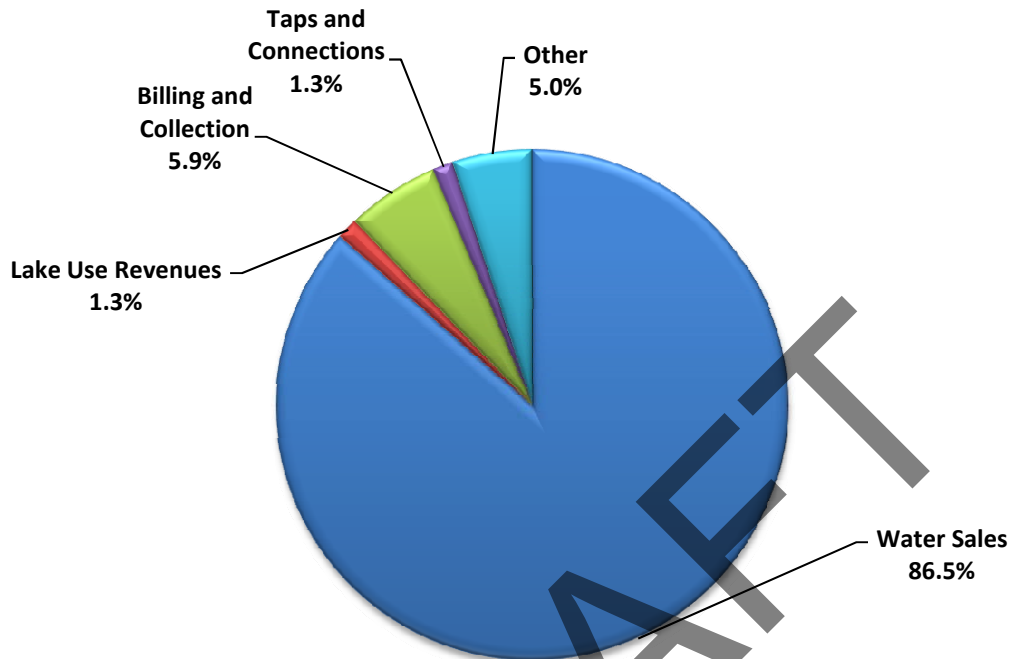
City of San Angelo

Water Enterprise Fund

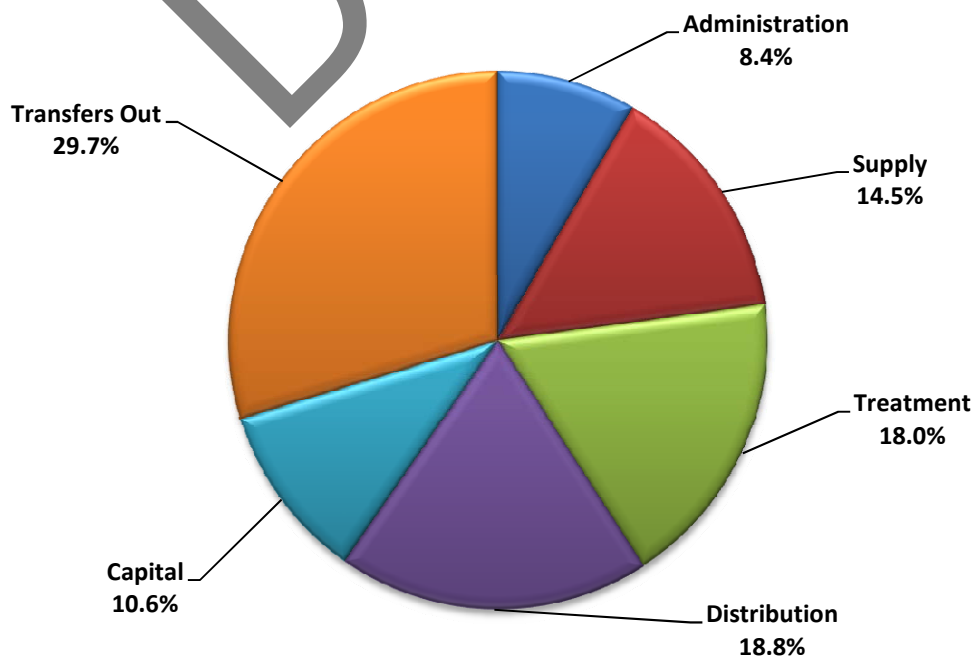
Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>260 REVENUES:</u>				
Water Sales	15,455,225	20,093,067	22,113,017	2,019,950
Lake Use Revenues	347,486	344,125	335,412	(8,713)
Billing and Collection	1,581,037	1,508,000	1,508,000	0
Taps and Connections	304,395	325,000	325,000	0
Other Operating Revenue	(154,108)	39,000	45,782	6,782
Misc	90,065	21,500	21,500	0
Transfers In	754,658	998,453	1,218,456	220,003
Interest	14,935	2,088	5,282	3,194
Total Revenues	\$18,393,693	\$23,331,233	\$25,572,449	\$2,241,216
<u>260 EXPENSES:</u>				
Administration	1,894,923	1,943,442	1,915,846	(27,596)
Supply	4,148,531	4,367,540	3,309,671	(1,057,869)
Treatment	2,454,648	3,354,936	4,110,591	755,655
Distribution	4,032,928	4,295,529	4,294,524	(1,005)
Capital	263,764	873,532	2,428,710	1,555,178
Transfers Out	7,625,968	8,496,254	6,792,743	(1,703,511)
Total Expenses	\$20,420,762	\$23,331,233	\$22,852,085	(\$479,148)
Revenues Over/ (Under) Expenditures	(2,027,069)	0	2,720,364	2,720,364
Beginning Fund Balance	1,291,578	1,761,458	1,761,458	0
Ending Fund Balance	\$1,761,458	\$1,761,458	\$4,481,822	\$2,720,364

City of San Angelo Water Enterprise Fund FY 2016-17 Revenues by Source



City of San Angelo Water Enterprise Fund FY 2016-17 Expenditures by Category



City of San Angelo

Water Debt Service Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
261 REVENUES:				
Dev Corp	1,500,000	1,500,000	3,331,217	1,831,217
Transfers In	6,908,630	6,906,915	5,062,163	(1,844,752)
Other	17,251	5,618	21,111	15,493
Total Revenues	\$8,425,881	\$8,412,533	\$8,414,491	\$1,958
261 EXPENDITURES:				
Debt Service	8,411,517	8,412,533	8,414,491	1,958
Total Expenses	\$8,411,517	\$8,412,533	\$8,414,491	\$1,958
Revenues Over/ (Under) Expenditures	14,364	0	0	0
Beginning Fund Balance	229,756	244,120	244,120	0
Ending Fund Balance	\$244,120	\$244,120	\$244,120	\$0

City of San Angelo

Water Capital Projects

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
512 REVENUES:				
Water Sales	4,679,128	5,794,774	4,687,870	(1,106,904)
Transfers In	160,377	0	40,770	40,770
Interest	40,514	13,906	48,376	34,470
Total Revenues	\$4,880,019	\$5,808,680	\$4,777,016	(\$1,031,664)
512 EXPENDITURES:				
Capital Improvements	235,831	3,861,279	2,774,099	(1,087,180)
Franchise Fee	233,981	289,738	234,394	(55,344)
Transfers Out	1,557,663	1,557,663	1,568,523	10,860
Contract Services	217,721	100,000	200,000	100,000
Total Expenses	\$2,245,196	\$5,808,680	\$4,777,016	(\$1,031,664)
Revenues Over/ (Under) Expenditures	2,634,823	0	0	0
Beginning Fund Balance	5,225,609	7,860,432	7,860,432	0
Ending Fund Balance	\$7,860,432	\$7,860,432	\$7,860,432	\$0

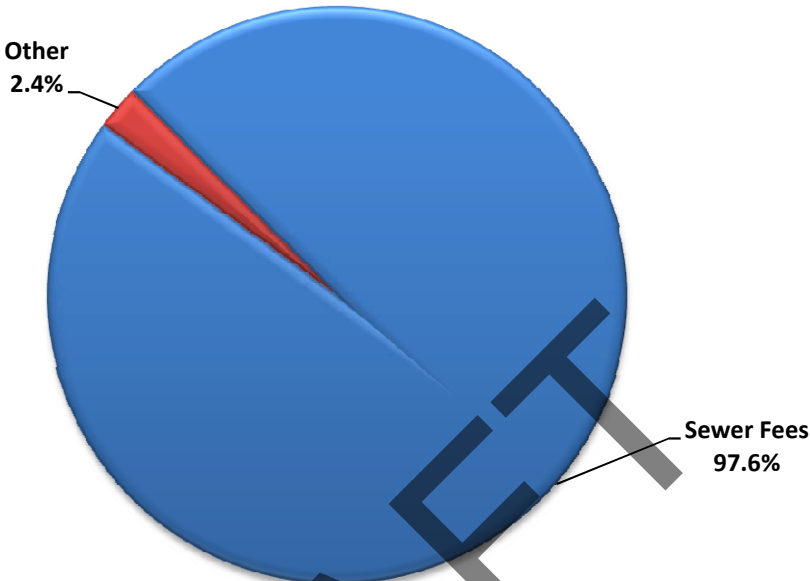
City of San Angelo

Wastewater Enterprise Fund

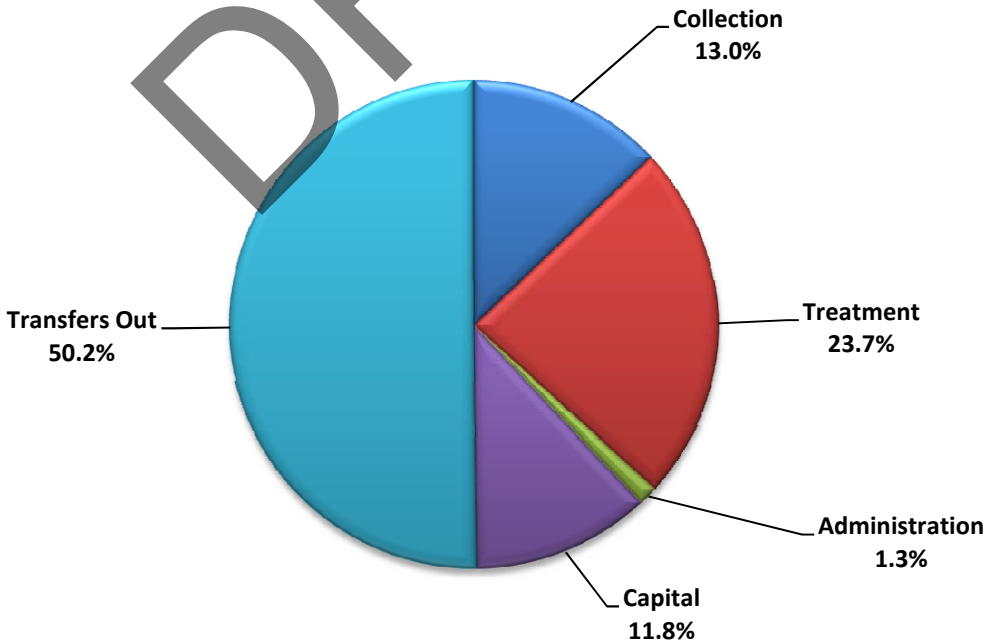
Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
270 REVENUES:				
Wastewater Charges	8,995,971	9,408,000	12,151,544	2,743,544
Farm Use Revenues	195,072	197,274	200,637	3,363
Connections	77,623	15,000	15,000	0
Paving Cuts	27,060	20,000	20,000	0
Non-Refundable Aid	2,850	50,000	50,000	0
Miscellaneous	24,436	27,000	14,000	(13,000)
Interest	6,562	1,307	3,040	1,733
Total Revenues	\$9,329,574	\$9,718,581	\$12,454,221	\$2,735,640
270 EXPENSES:				
Wastewater Treatment	2,230,505	2,607,215	2,670,726	63,511
Wastewater Collection	1,446,031	1,454,016	1,459,255	5,239
Administration	205,328	143,720	143,720	0
Capital	34,387	49,177	1,331,109	1,281,932
Transfers Out	6,006,854	5,464,453	5,651,563	187,110
Total Expenses	\$9,923,105	\$9,718,581	\$11,256,373	\$1,537,792
Revenues Over/ (Under) Expenditures	(593,531)	0	1,197,848	1,197,848
Beginning Fund Balance	3,306,362	3,645,055	3,645,055	0
Ending Fund Balance	\$3,645,055	\$3,645,055	\$4,842,903	\$1,197,848

City of San Angelo
Wastewater Revenue by Source
FY 2016-17



City of San Angelo
Wastewater Expenditures by Category
FY 2016-17



City of San Angelo

Wastewater Debt Service Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>271 REVENUES:</u>				
Transfers In	4,216,389	4,157,301	4,162,688	5,387
Interest	35	338	0	(338)
Total Revenues	\$4,216,424	\$4,157,639	\$4,162,688	\$5,049
<u>271 EXPENDITURES:</u>				
Debt Service	4,220,071	4,157,639	4,162,688	5,049
Total Expenses	\$4,220,071	\$4,157,639	\$4,162,688	\$5,049
Revenues Over/ (Under) Expenditures	(3,647)	0	0	0
Beginning Fund Balance	556,290	552,643	552,643	0
Ending Fund Balance	\$552,643	\$552,643	\$552,643	\$0

City of San Angelo

Wastewater Capital Projects Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
520 REVENUES:				
Wastewater Charges	1,762,638	1,700,000	1,727,496	27,496
Interest	43,723	18,703	46,801	28,098
Total Revenues	\$1,806,361	\$1,718,703	\$1,774,297	\$55,594
520 EXPENDITURES:				
Capital Projects	566,038	1,292,119	1,292,735	616
Franchise Fee	88,161	85,000	86,375	1,375
Transfers Out	385,388	341,584	395,187	53,603
Total Expenses	\$1,039,587	\$1,718,703	\$1,774,297	\$55,594
Revenues Over/ (Under) Expenditures	766,774	0	0	0
Beginning Fund Balance	6,000,750	6,767,524	6,767,524	0
Ending Fund Balance	\$6,767,524	\$6,767,524	\$6,767,524	\$0

City of San Angelo

Vehicle Maintenance Internal Service Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>301 REVENUES:</u>				
Gas and Oil	1,805,733	4,591,405	4,512,251	(79,154)
Material	1,021,363	865,411	919,613	54,202
Labor	950,343	1,368,335	1,425,668	57,333
Rent	120,000	120,000	120,000	0
Other Revenue	(8,934)	35,632	35,732	100
Total Revenues	\$3,888,505	\$6,980,783	\$7,013,264	\$32,481
<u>301 EXPENSES:</u>				
Personnel	821,484	880,301	909,383	29,082
Operations & Maintenance	3,013,967	6,054,999	6,000,937	(54,062)
Capital	45,125	300,601	102,944	(197,657)
Total Expenses	\$3,880,576	\$7,235,901	\$7,013,264	(\$222,637)
Revenues Over/ (Under) Expenditures	7,929	(255,118)	0	255,118
Beginning Fund Balance	30,436	38,365	(216,753)	(255,118)
Ending Fund Balance	\$38,365	(\$216,753)	(\$216,753)	\$0

City of San Angelo

Communications Internal Service Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>305 REVENUES:</u>				
Radio	174,740	164,305	167,467	3,162
Voice Over IP	298,977	313,849	302,901	(10,948)
Internet	64,977	57,092	51,526	(5,566)
Cell Phones	298,661	283,164	288,618	5,454
Total Revenues	\$837,355	\$818,410	\$810,512	(\$7,898)
<u>305 EXPENSES:</u>				
Radio	123,988	137,523	137,914	391
Website	0	0	0	0
Voice Over IP	237,610	247,433	236,293	(11,140)
Internet	43,632	57,240	51,165	(6,075)
Cell Phones	278,118	277,984	289,444	11,460
Capital	149,503	98,230	95,696	(2,534)
Total Expenses	\$832,851	\$818,410	\$810,512	(\$7,898)
Revenues Over/ (Under) Expenditures	4,504	0	0	0
Beginning Fund Balance	210,904	215,408	215,408	0
Ending Fund Balance	\$215,408	\$215,408	\$215,408	\$0

City of San Angelo

Health Insurance Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>310 REVENUES:</u>				
Clinic Revenue	91,546	101,380	104,740	3,360
Self Insurance Revenue	7,002,949	8,361,608	7,703,392	(658,216)
Interest	3,687	2,160	2,705	545
Total Revenues	\$7,098,182	\$8,465,148	\$7,810,837	(\$654,311)
<u>310 EXPENSES:</u>				
Personnel	135,810	127,674	127,341	(333)
Operations & Maintenance	1,165,840	1,745,532	1,597,281	(148,251)
Self Insurance Claims Liability	6,487,954	6,591,942	6,086,215	(505,727)
Total Expenses	\$7,789,604	\$8,465,148	\$7,810,837	(\$654,311)
Revenues Over/ (Under) Expenditures	(691,422)	0	0	0
Beginning Balance	(17,092)	(708,514)	(708,514)	0
Ending Balance	(\$708,514)	(\$708,514)	(\$708,514)	\$0

City of San Angelo

Property/Casualty Insurance Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
<u>320 REVENUES:</u>				
Premium Contributions	472,884	475,388	523,154	47,766
Special Event Insurance	35,692	32,622	33,692	1,070
Insurance Proceeds	292,883	148,170	251,768	103,598
Interest	8,454	4,920	8,883	3,963
Total Revenues	\$809,913	\$661,100	\$817,497	\$156,397
<u>320 EXPENSES:</u>				
Prior Year Indemnity	111,745	100,000	100,000	0
Claims	313,003	320,519	383,061	62,542
Insurance Premiums	70,631	118,699	118,699	0
Claims Management	17,591	111,132	204,987	93,855
Special Projects/Other	740,540	9,250	9,250	0
Capital	0	1,500	1,500	0
Total Expenses	\$1,253,510	\$661,100	\$817,497	\$156,397
Revenues Over/ (Under) Expenditures	(443,597)	0	0	0
Beginning Fund Balance	1,571,585	1,127,988	1,127,988	0
Ending Fund Balance	\$1,127,988	\$1,127,988	\$1,127,988	\$0

City of San Angelo

Workers' Compensation Insurance Fund

Schedule of Revenues and Expenditures

Description	FY15 Actual	FY16 Original Budget	FY17 Proposed Budget	Increase (Decrease) from FY16 Original
330 REVENUES:				
Premium Contributions	1,132,463	1,134,775	1,272,724	137,949
Insurance Proceeds	1,284	50,000	31,965	(18,035)
Interest	7,244	3,867	3,867	0
Total Revenues	\$1,140,991	\$1,188,642	\$1,308,556	\$119,914
330 EXPENSES:				
Personnel	318,750	352,372	351,026	(1,346)
Operations & Maintenance	47,292	80,080	81,426	1,346
Claims	868,702	507,985	512,845	4,860
Insurance Premiums	94,027	127,018	127,018	0
Total Expenses	\$1,328,771	\$1,067,455	\$1,072,315	\$4,860
Revenues Over/ (Under) Expenditures	(187,780)	121,187	236,241	115,054
Beginning Balance	(583,804)	(771,584)	(650,397)	121,187
Ending Balance	(\$771,584)	(\$650,397)	(\$414,156)	\$236,241

AN ORDINANCE OF THE CITY OF SAN ANGELO APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AUTHORIZING EMPLOYEE COMPENSATION SCHEDULES; PROVIDING FOR THE GENERAL APPROPRIATION OF FUNDS; RESERVING UNTO THE CITY COUNCIL THE AUTHORITY TO TRANSFER APPROPRIATIONS BUDGETED; RATIFYING TRANSFERS OF APPROPRIATIONS OCCURRING IN THE 2015-2016 FISCAL YEAR AND AMENDING THAT BUDGET ORDINANCE ACCORDINGLY; PROVIDING FOR LAPSE OF ALL UNENCUMBERED OR UNOBLIGATED FUNDS FOR THE PRIOR FISCAL YEAR AND FOR CARRY OVER OF ALL APPROPRIATIONS OF ENCUMBERED, OBLIGATED OR RESTRICTED FUNDS; RESERVING UNTO THE CITY COUNCIL THE POWER, ONLY AS PERMITTED BY LAW, TO AMEND OR MAKE CHANGES IN THE BUDGET FOR MUNICIPAL PURPOSES; PROVIDING AUTHORITY FOR THE CITY MANAGER OR HIS DESIGNEE TO MAKE CERTAIN ADJUSTMENTS FROM TIME TO TIME IN OR BETWEEN BUDGETED ALLOCATIONS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY FOR CERTAIN GRANTS AND EXECUTE ANY RELATED DOCUMENTS; AND, PROVIDING FOR FILING OF THE BUDGET.

WHEREAS, a budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, has been proposed and submitted by the City Manager to the City Council as required by law; and,

WHEREAS, the proposed budget has been filed with the City Clerk and has been posted on the website for the City of San Angelo, for inspection by any person for more than fifteen (15) days immediately prior to the public hearing upon said budget and more than thirty (30) days prior to a tax levy for the fiscal year; and,

WHEREAS, proper notice of public hearing upon this budget has been posted and published in accordance with applicable law; and,

WHEREAS, the City Council has conducted the necessary public hearings as required by law; and,

WHEREAS, after a full and final consideration of the financial condition and estimated revenues and proposed expenditures as set forth in the budget as filed and amended, it is the consensus of opinion of the Council that the budget as filed and amended should be approved.

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

SECTION 1 The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

SECTION 2 The proposed budget as filed with the City Clerk and as amended by the

City Council, for the fiscal year October 1, 2016, through September 30, 2017, (hereinafter the "Budget") is hereby approved and adopted. A copy of the Budget, as amended, approved, and adopted, is attached hereto as **Exhibit "A"** and made a part hereof for all purposes.

SECTION 3 The Competitive Pay Plan Grade and Step Tables for Fire and Police Civil Service employees and the Salary Ranges for all other City employees set forth in the Budget are attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Employee compensation schedules that are in accordance with the Competitive Pay Plan and Grade Step Tables for Fire and Police Civil Service employees and the Salary Ranges for all other City employees as set forth are hereby authorized.

SECTION 4 By virtue of the adoption of the Budget, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the course of the 2016-2017 fiscal year, the amounts set forth in the Budget for the purposes therein stated.

SECTION 5 The City Council reserves the authority to transfer appropriations budgeted from one account or activity to another within the objects covered by the Budget. All transfers of appropriations budgeted from one account or activity to another within the objects of the budget for the fiscal year 2015-2016, are hereby ratified and the Budget Ordinance for fiscal year 2015-2016, heretofore enacted by the City Council, be, and the same is hereby, amended to the extent of such transfers for all purposes.

SECTION 6. All unencumbered or unobligated funds for the prior fiscal year shall lapse at the end of the prior fiscal year. All appropriations for encumbered, obligated, or restricted funds shall carry over to the subsequent fiscal year and be considered committed in order to complete these transactions.

SECTION 7 The expenditures of the City shall be made in accordance with the financial summaries included within the Budget approved by this ordinance provided however:

1. The City Council may, from time to time and as permitted by law, amend this ordinance to authorize changes that increase or decrease the total appropriation of any fund or otherwise make changes in the budget for municipal purposes.
2. The City Manager or his designee is authorized to approve changes that move budgeted amounts between accounts within a fund.
3. The City Manager is authorized to approve budget amendments that reduce the total amount of budgeted revenues and expenditures in a fund. Under this authorization the reduction in budgeted expenditures must equal or exceed any reduction in budgeted revenues.

SECTION 8 Certain grants are identified in the Budget, and where possible estimated revenues and expenditures are included as listed on **Exhibit "C"**, attached hereto and made a part hereof for all purposes. The City Manager or his designee is hereby authorized to apply for and

accept those grants and execute any documents related thereto.

SECTION 9 The Classification plan for authorized police and fire positions set out in Chapter 2, Article 2.1500, Section 2.1502, paragraph (b) of the City of San Angelo Code of Ordinances, as amended, are attached hereto as **Exhibit “D”** and are hereby authorized and made part hereof for all purposes.

SECTION 10 The total number of civilian employees in place as shown on **Exhibit “D”** is hereby authorized. The City Manager or his designee is authorized to adjust compensation and position titles for any non-civil service positions and hire all part time positions deemed necessary to retain qualified individuals or for the efficient administration of the City.

SECTION 11 The Budget as amended and adopted shall be filed with the City Clerk and posted on the City’s website. The City Clerk is hereby directed to provide a certified copy of this budget ordinance and the Budget as amended, approved and adopted to the County Clerk of Tom Green County for recording after final passage and adoption hereof.

SECTION 12 Should any section, provision, clause, or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

INTRODUCED on the 6th day of September, 2016, and finally PASSED, APPROVED and ADOPTED on this the 20th day of September, 2016.

<u>YES</u>	<u>NO</u>	CITY OF SAN ANGELO, TEXAS
_____	_____	_____ Dwain Morrison, Mayor
_____	_____	_____ Bill Richardson, SMD #1
_____	_____	_____ Marty Self, SMD #2
_____	_____	_____ Harry Thomas, SMD #3
_____	_____	_____ Lucy Gonzales, SMD #4
_____	_____	_____ Lane Carter, SMD #5
_____	_____	_____ Charlotte Farmer, SMD #6

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content

Tina Carriger, Finance Director

Approved as to Form

Theresa James, City Attorney



City Council

Sept. 6, 2016



Budget ordinance

1. First public hearing and introduction of an ordinance adopting the 2016-17 budget
2. Conduct a separate record vote to ratify the property tax revenue increase



Budget ordinance

1. First public hearing and introduction of an ordinance adopting the 2016-17 budget
 - Salary adjustments
 - Health insurance



Budget ordinance

2. Conduct a separate vote to:

“Ratify the property tax revenue increase reflected in the budget and place the adoption of this tax on the agenda for the September 6, 2016 regular meeting of the City Council as an action item.”





City Council

Sept. 6, 2016



City of San Angelo

Consolidated Financial Schedule

Revenue and Expenditures, Fiscal Year Ending September 30, 2017

Fund No.	Fund Name	Beginning Balance	Operating Revenues	Transfers In	Amount Available	Operating Expenditures	Transfers Out	Total Expenditures	Rev Over/ (Under) Exp	Ending Balance
101	General	\$19,017,967	\$63,454,549	\$6,415,801	\$88,888,317	\$66,626,783	\$3,243,567	\$69,870,350	\$0	\$19,017,967
105	General Debt Service	3,882,768	4,627,513	1,837,561	10,347,842	10,800,481	0	10,800,481	(4,335,407)	(452,639)
501	Equipment Replacement	327,218	95,301	1,201,373	1,623,892	1,296,674	0	1,296,674	0	327,218
502	Capital Projects	6,431,660	22,801	244,295	6,698,756	267,096	0	267,096	0	6,431,660
103	Intergovernmental	697,712	2,484,280	372,575	3,554,567	2,762,135	94,720	2,856,855	0	697,712
106	TIRZ	1,248,358	740,777	0	1,989,135	740,777	0	740,777	0	1,248,358
453	Community Development Block Grant	0	710,718	0	710,718	710,718	0	710,718	0	0
483	HOME Grant	0	346,838	0	346,838	346,838	0	346,838	0	0
601	Designated Revenue	207,777	37,850	0	245,627	37,850	0	37,850	0	207,777
640	Lake Nasworthy Trust	13,953,230	928,441	0	14,881,671	50,000	286,797	336,797	591,644	14,544,874
203	Texas Bank Sports Complex	133,301	145,426	747,651	1,026,378	893,077	0	893,077	0	133,301
410	Civic Events	2,993,657	2,474,448	0	5,468,105	2,275,216	199,232	2,474,448	0	2,993,657
420	Fort Concho	191,043	625,342	393,640	1,210,025	1,018,982	0	1,018,982	0	191,043
440	Fairmount Cemetery	(148,728)	381,950	77,693	310,915	428,923	0	428,923	30,720	(118,008)
201	State Office Building	269,674	1,280,053	0	1,549,727	1,280,053	0	1,280,053	0	269,674
220	Airport Operating	146,583	1,390,761	0	1,537,344	1,310,932	79,829	1,390,761	0	146,583
529	Airport PFC	881,169	274,936	0	1,156,105	0	274,936	274,936	0	881,169
230	Solid Waste Enterprise	2,023,623	1,570,308	0	3,593,931	799,534	255,000	1,054,534	515,774	2,539,397
240	Stormwater	2,684,333	2,642,635	95,000	5,421,968	2,525,925	211,710	2,737,635	0	2,684,333
260	Water Operating	1,761,458	24,353,993	1,218,456	27,333,907	16,059,342	6,792,743	22,852,085	2,720,364	4,481,822
261	Water Debt Service	244,120	21,111	8,393,380	8,658,611	8,414,491	0	8,414,491	0	244,120
512	Water / Supply Capital Projects	7,860,432	4,736,246	40,770	12,637,448	2,974,099	1,802,917	4,777,016	0	7,860,432
270	Wastewater Operating	3,645,055	12,454,221	0	16,099,276	5,604,810	5,651,563	11,256,373	1,197,848	4,842,903
271	Wastewater Debt Service	552,643	0	4,162,688	4,715,331	4,162,688	0	4,162,688	0	552,643
520	Wastewater Capital Projects	6,767,524	1,774,297	0	8,541,821	1,292,735	481,562	1,774,297	0	6,767,524
Operating Totals		\$75,772,577	\$127,574,795	\$25,200,883	\$228,548,255	\$132,680,159	\$19,374,576	\$152,054,735	\$720,943	\$76,493,520
301	Vehicle Maintenance	(\$216,753)	\$7,013,264	\$0	\$6,796,511	\$7,013,264	\$0	\$7,013,264	\$0	(\$216,753)
305	Communications	215,408	810,512	0	1,025,920	810,512	0	810,512	0	215,408
310	Health Insurance	(708,514)	7,810,837	0	7,102,323	7,810,837	0	7,810,837	0	(708,514)
320	Property/Casualty	1,127,988	817,497	0	1,945,485	817,497	0	817,497	0	1,127,988
330	Workers' Compensation	(650,397)	1,308,556	0	658,159	1,072,315	0	1,072,315	236,241	(414,156)
Total Internal Service Funds		(\$232,268)	\$17,760,666	\$0	\$17,528,398	\$17,524,425	\$0	\$17,524,425	\$236,241	\$3,973

City of San Angelo Development Corporation
Schedule of Revenues and Expenditures
Fiscal Year Beginning October 1, 2016

	Proposed 2016-2017
Revenue	
Economic Development Revenue	2,891,713
Ballot Revenue	6,480,000
Total Revenue	\$ 9,371,713
 Expenditures	
Economic Development Projects	2,891,713
Ballot Projects	6,480,000
Total Expenditures	\$ 9,371,713
 Revenue Over/(Under) Expenditures	 -

2015-2016 Fund Balance Designated for Existing Projects	
Estimated Balance of Existing Economic Development Projects	3,864,393
Estimated Balance of Existing Ballot Projects	3,953,295
Estimated 9/30/16 Balance of Existing Projects	\$ 7,817,688

City of San Angelo Pay Plan
FY 2016/17

<u>Grade</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
11	\$22,075	\$27,594	\$33,113
12	\$26,483	\$33,103	\$39,723
13	\$27,719	\$34,648	\$41,577
14	\$30,050	\$37,563	\$45,075
15	\$30,363	\$37,953	\$45,542
16	\$31,443	\$39,304	\$47,165
17	\$31,868	\$39,835	\$47,801
18	\$34,786	\$43,484	\$52,181
19	\$35,864	\$44,806	\$53,747
20	\$36,526	\$45,658	\$54,790
21	\$39,502	\$49,378	\$59,253
22	\$41,479	\$51,848	\$62,216
23	\$43,552	\$54,441	\$65,329
24	\$45,730	\$57,162	\$68,594
25	\$48,016	\$60,021	\$72,025
27	\$52,818	\$66,023	\$79,228
28	\$54,770	\$68,327	\$81,884
29	\$55,823	\$69,644	\$83,464
30	\$58,587	\$73,099	\$87,610
31	\$61,516	\$76,754	\$91,991
32	\$64,537	\$80,536	\$96,534
33	\$67,754	\$84,558	\$101,361
34	\$71,097	\$88,736	\$106,374
35	\$74,624	\$93,145	\$111,665
36	\$78,421	\$97,891	\$117,360
37	\$82,218	\$102,637	\$123,056
38	\$86,329	\$107,769	\$129,208
39	\$90,645	\$113,157	\$135,669
40	\$95,178	\$118,815	\$142,452
42	\$104,784	\$130,845	\$156,905
43	\$109,995	\$137,359	\$164,722
47	\$133,583	\$166,844	\$200,105
GR 32F	\$99,880		\$107,557
GR 32P	\$99,880		\$107,557
GR 30M	\$71,174		\$80,013
GR 29M	\$62,083		\$70,478
GR 27M	\$45,140		\$61,597
GR 27A	\$45,140		\$61,597

**City of San Angelo
Civil Service Grade and Step Plan
Police Department**

Effective 10/1/2016														
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
GR 23 Recruit	\$39,542													
GR 26 Probationary PO	\$41,811													
GR 27 Police Officer		\$45,140	\$46,511	\$47,883	\$49,254	\$50,626	\$51,997	\$53,368	\$54,740	\$56,111	\$57,483	\$58,854	\$60,226	\$61,597
GR 29 Sergeant		\$62,083	\$63,133	\$64,182	\$65,231	\$66,281	\$67,330	\$68,379	\$69,429	\$70,478				
GR 30 Lieutenant		\$71,174	\$72,279	\$73,384	\$74,489	\$75,593	\$76,698	\$77,803	\$78,908	\$80,013				

**City of San Angelo
Civil Service Pay Plan
Fire Department
Effective 10/1/16**

		<u>Monthly</u>	<u>Annually</u>
GR 24	Recruit	\$3,161.42	\$37,937
GR 26	Probationary FF	\$3,245.42	\$38,945
GR 27	Firefighter II	\$3,729.33	\$44,752
GR 28	Driver	\$4,300.17	\$51,602
GR 29	Lieutenant	\$4,948.33	\$59,380
GR 30	Captain	\$5,673.00	\$68,076
GR 31	Battalion Chief	\$6,517.50	\$78,210

City of San Angelo
Budget Ordinance
Exhibit C

City Council authorizes application for and acceptance of the following grants:

1115 Healthcare Transformation Waiver
Atmos Energy Grant
Bureau of Justice Assistance Edward Byrne Memorial Local Justice Assistance Grant
Community Development Block Grant
Emergency Food and Shelter Program Grant
Emergency Management Performance Grant
Environmental Health Service and Bureau of Regional Local Health Operations Grant
Federal Aviation Administration Grants - Entitlements and Discretionary
FTA New Freedom Program
Gang Initiative Grant
HOME Grant
Office of Justice Programs Bulletproof Vest Partnership
Office of the Governor Criminal Justice Division Body-Worn Camera Program
Hazards Grant
San Angelo Cultural Affairs Council Grant
State Events Trust Fund Grant
Texas Department of State Health Services Healthy Communities Grant
Texas Department of Transportation Routine Airport Maintenance Program
Texas Department of Transportation Click It or Ticket Grant
Title III C-1 Congregate Nutrition Services
Transit and Transportation Planning Grants - Federal and State
Women, Infant, and Children Grant

City of San Angelo
 Budget Ordinance
 Exhibit D
 Staffing Levels

Fire Department – Civil Service

Fire Chief	1
Assistant Chief	2
Battalion Chief	4
Fire Captain	12
Fire Lieutenant	20
Fire Engineer (or Driver)	33
Fire Fighter	91
Total Fire Department – Civil Service	163

Police Department – Civil Service

Police Chief	1
Assistant Chief	3
Police Lieutenant	7
Police Sergeant	28
Police Officer	126
Total Police Department – Civil Service	165

All Others

Civilians	614
Total All Others	614
Grand Total Staffing Levels	942

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lisa Marley, Dir of HR/RM, Human Resources/Risk Management, (325) 657-4221

Meeting Date: September 20, 2016

Item type: Executive Session Item

Caption:

Section 551.074(1) to deliberate the annual evaluation of the City Manager.

Summary/History:

This will be the first of two meetings on this subject.

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Lisa Marley	Created/Initiated
Lisa Marley	Approved
Theresa James	Approved
Bryan Kendrick	Final Approval