



City Council Agenda 8/2/2022

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held August 2, 2022 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. Chaplain Prayer & Pledges
3. Proclamations/Recognitions
4. Public Comment

Issues or concerns not on the Regular Agenda may be raised by the public at this time. Citizens should speak from the podium, address all comments to the dais, begin by stating their name and address or Single Member District number, and limit their remarks to less than three minutes.

5. Consent Agenda

- a. Consider approving the July 19, 2022 City Council Regular Meeting minutes (Julia Antilley)
- b. Consider approving BuyBoard Contract #608-20 with Centerline Supply, Inc. (Austin, TX) for the purchase of one road striper in the amount of \$80,235, budgeted for purchase in fiscal year 2022, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- c. Consider approving BuyBoard Contract #608-20 with Cubic Transportation Systems for the purchase of Gridsmart traffic signal detection equipment in the amount of \$59,244, budgeted for purchase in fiscal year 2022, and authorizing the City Manager to negotiate and execute all related documents (Dustin Hohensee)
- d. Consider amending the June 21, 2022 purchase via TIPS agreement #200201 from Kings Consulting to Construction Consultants-3 for an amount not to exceed \$1,500,000 to update the North Amcom Hangar to the 'shell rent requirements', using \$196,204 from the Airport Fund balance, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
- e. Consider approving an interlocal agreement between the City of San Angelo and Tom Green County authorizing the City Manager to negotiate and execute all related documents for HVAC Services and Equipment with Duncan Mechanical Services (Ron Lewis)
- f. Consider accepting a Memorandum of Understanding between Texas Pacifico Transportation, LTD and the City of San Angelo for railway improvements as a part of the Southwest Blvd. rehabilitation project and authorizing the City Manager to execute all related documents (Patrick Frerich)
- g. Consider a resolution approving the 2022 Annual Action Plan for use of CDBG and HOME grant funds as approved by City Council on July 7, 2022 and authorizing the City Manager to execute the applications, required certifications, related documents and annual funding

agreement for the allocation of \$661,943 of CDBG and \$337,050 HOME grant funds, \$17,800 in program income, and \$100,000 in prior year funds (Bob Salas)

- h. Consider approving updated guidelines for the Affordable Housing Assistance Program (AHAP) to reflect an increase of gap financing to \$50,000 as approved by the Board and ratified by City Council (Bob Salas)
- i. Consider ratifying a lease agreement by and between the City of San Angelo Development Corporation and Vicki Terrill Coaching and authorizing the Board President or their designee to execute all necessary documents (Nolan Sosa)
- j. Consider ratifying a lease agreement by and between the City of San Angelo Development Corporation and The Gold Beacon, PLLC and authorizing the Board President or their designee to execute all necessary documents (Nolan Sosa)
- k. Consider ratifying a copier lease agreement by and between the City of San Angelo Development Corporation and CTWP for the Business Resource Center and Business Incubator and authorizing the Board President or their designee to execute all necessary documents (Nolan Sosa)
- l. Consider ratifying a sponsorship for ASU SBDC, Meet the Lender Luncheon in an amount not to exceed \$500 and authorizing the Board President or their designee to execute all necessary documents (Nolan Sosa)
- m. Consider accepting an annexation petition for an unaddressed 6.9-acre tract of land in the A.B. & M Survey No. 3, Abstract No. 24, Tom Green County, Texas, located northwest of Arden Rd. and FM 2288; and setting a public hearing on the annexation for September 22, 2022 (Jon James)
- n. Second reading of an ordinance for Z22-12 to rezone properties from Low Rise Multi-Family Residential and General Commercial zoning districts to the Single Family Residential zoning district, being 22.76 acres located southeast of N. Bentwood Dr. and Crystal Point Dr. (Jon James)
- o. Second reading of an ordinance for Z22-13 to rezone properties from Two-Family Residential zoning district to Low Rise Multifamily Residential and General Commercial zoning districts, being 1.08 acres, located southeast of S. Koenigheim St. and W. Ave. A (Jon James)
- p. Second reading of an ordinance for Z22-15 to rezone properties from Two-Family Residential zoning district to Office Commercial zoning district, being 0.23 acres, located at 103 and 107 W. 14th St. (Jon James)

6. Regular Agenda

Comments regarding items on the Regular Agenda may be made by the public when each item is discussed as outlined above. Applicants, proponents, and appellants are exempt from the time limit above and instead must limit their remarks to less than five minutes.

- a. Consider matters related to Request for Proposal HR-02-22:
 - 1. Discussion of proposals submitted for benefits regarding Medical/Pharmacy, Clinic, Dental, and Life/AD&D
 - 2. Consider selecting Benefit Providers, authorizing staff to negotiate contracts, and authorizing the City Manager to execute all related documents (Presentation made by

Holmes Murphy Senior Client Service Consultant Jason Newman and Human Resources Director Bryan Kendrick)

- b. Discussion and direction regarding the Charter Review Committee's presentation (Presentation made by the Charter Review Committee)
- c. Consider approving amendments to the Tax Increment Reinvestment Zone Incentives Policy (Jon James)
- d. First reading and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for grants, capital items, and projects (Presentation made by Finance Director Tina Dierschke)

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 - Deliberations about real property regarding an easement for AEP in C. Berberich survey

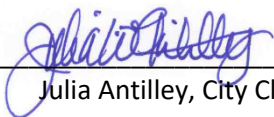
8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consideration of approving various Board nominations
Keep San Angelo Beautiful: Michelle Barnett (SMD2) and Shawn Stine (SMD4) both to an unexpired term ending September 2023
- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 28th day of July 2022, at 8:52 a.m.



Julia Antilley, City Clerk

All agenda items are subject to action. 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.

Citizen requests to display materials on the city's monitors must submit the request 96 hours prior to the meeting by email to Julia.Antilley@cosatx.us. Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

City Council regular meetings are broadcast on SATV Channel 17-Government Access at 10:30 a.m. and 7:00 p.m. every day, beginning the evening of the meeting until the evening of the next meeting.

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, July 19, 2022

Present:

Mayor Brenda Gunter
Mayor Pro tem Tom Thompson, SMD 2
Council Member Tommy Hiebert, SMD 1
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Karen Hesse Smith, SMD 5
Council Member Larry Miller, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:31 a.m. on Tuesday, July 19, 2022 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided, and pledges were led, by Chaplain Ralph Dawkins.

3. Proclamations/Recognitions

July 28-30, 2022 was proclaimed as National Buffalo Soldier Weekend.

4. Public Comment

Mayor Gunter announced the passing of former City Council Member Charlotte Farmer.

5. Consent Agenda

- a. Approval of the July 7, 2022 City Council special meeting minutes (Julia Antilley)
- b. Approval of a renovation to the WIC clinic, in the amount of \$295,543 with Basic IDIQ as the contractor, with the agreement that WIC has the right to occupy and remain in the space indefinitely with no rental fees, and authorizing the City Manager to negotiate and execute all related documents (Cristina Eureste)
- c. Approval of a Memorandum of Understanding between the San Angelo Area Foundation and the City of San Angelo facilitating the construction of the Buffalo Soldiers' Memorial at El Paseo de Santa Angela Park and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- d. Adoption of a resolution calling a joint meeting with the Planning Commission and establishing alternative notice procedures (Jon James) (Pg. 293, 2022-060)
- e. Adoption of a resolution amending the Schedule of Fees and Charges to amend charges for Development Services, ~~Municipal Pool~~, Fire Ambulance services, and Health Services (Tina Dierschke) (Pg. 295, 2022-061)

Motion: Council Member Gonzales made a motion, seconded by Council Member Hesse Smith, to approve the Consent Agenda as presented, with the exception of items 5c, 5d, and 5e. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

[Parks & Recreation Director Carl White and San Angelo Area Foundation President Matt Lewis answered questions about the timeline of completion for the Buffalo Soldiers' Memorial and stated the Memorial should be complete in approximately one year.]

Motion: Council Member Gonzales made a motion, seconded by Council Member Thomas, to approve item 5c, as presented by Parks and Recreation Director Carl White. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

Citizen Evelyn Smith (SMD 5) asked about alternative methods for notifying citizens, who do not read the paper and do not have social media, of zoning changes.

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Gonzales, to approve item 5d, as presented by Planning and Development Service Director Jon James. The motion carried unanimously (7) ayes to (0) nays.

Citizen Kimberly Henry (SMD 3) requested the City consider adding morning hours for the pool, before temperatures get too high, for families with small children.

[Mayor Gunter requested staff bring back a more developed strategy to increase the Municipal Pool's revenue.]

Motion: Mayor Brenda Gunter made a motion, seconded by Council Member Gonzales, to approve item 5e, as presented by Finance Director Tina Dierschke, with the exception of the Municipal Pool fees. The motion carried unanimously (7) ayes to (0) nays.

6. **Regular Agenda**

a. Consider approving the following items:

1. Denial of six Tax Increment Reinvestment Zone private incentive projects in the South TIRZ for properties located at 213 N. Chadbourne, 215 S. Chadbourne, 402 W. Beauregard, 36 E. Twohig, 109 N. Chadbourne, and 109 S. Chadbourne totaling \$263,270 to be paid from TIRZ North funds and authorizing the City Manager to negotiate and execute all related documents; and
2. Approval of one Tax Increment Reinvestment Zone private incentive project in the South TIRZ for a property located at 416 S. Oakes totaling \$15,924 to be paid from TIRZ South funds and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Planning & Development Services Director Jon James)

Citizens Craig Meyers (SMD 5), Sherley Spears (SMD 5), Evelyn Smith (SMD 5), Adrian Soto (SMD 5) and Zane White (SMD 6) all spoke in support of the motion to deny, and many spoke about educating business owners in the north zone to increase participation.

Motion: Mayor Brenda Gunter made a motion, seconded by Council Member Gonzales, to deny item 6a1, as presented. The motion carried (4) ayes to (3) nays with Council Members Hiebert, Thompson, and Thomas casting the dissenting votes.

Motion: Council Member Thomas made a motion, seconded by Council Member Hesse Smith, to approve item 6a2, as presented. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

b. First reading and public hearing of an ordinance for Z22-12 to rezone properties from Low Rise Multi-Family Residential and General Commercial zoning districts to the Single Family Residential zoning district, being 22.76 acres located southeast of N. Bentwood Dr. and Crystal Point Dr. (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

c. First reading and public hearing of an ordinance for Z22-13 to rezone properties from Two-Family Residential zoning district to Low Rise Multifamily Residential and General Commercial zoning districts, being 1.08 acres, located southeast of S. Koenigheim St. and W. Ave. A (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nay, with no public comment.

- d. First reading and public hearing of an ordinance for Z22-15 to rezone properties from Two-Family Residential zoning district to Office Commercial zoning district, being 0.23 acres, located at 103 and 107 W. 14th St. (Presentation made by Planning & Development Services Director Jon James)

Applicants Edward and Linda Gonzales (SMD 5) provided Council with handouts showing other properties operating businesses in the neighborhood, including a funeral home and tax office.

Citizen Sherley Spears (SMD 5) asked if the re-zoning would have an impact on the possible historic designation of buildings in the area.

Motion: Council Member Gonzales made a motion, seconded by Council Member Hiebert, to approve the item, as presented. The motion carried (5) ayes to (2) nay, with Council Members Thomas and Hesse Smith casting the dissenting votes.

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 - Personnel matters regarding the City of San Angelo Fire Chief

8. Follow Up and Administrative Issues

- a. Consideration of items discussed in Closed Session, if needed

[City Manager Daniel Valenzuela announced his appointment of Patrick Brody as Fire Chief and stated his appointment requires Council's approval.]

Motion: Council Member Hiebert made a motion, seconded by Council Member Hesse Smith, to approve the City Manager's appointment of Patrick Brody as Fire Chief for the City of San Angelo. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

- b. Approval of various Board nominations:

Animal Shelter Advisory Committee: Michelle Barnett (SMD4) to an unexpired term ending January 2023

Charter Review Committee: Jeff Curry (SMD5)

Keep San Angelo Beautiful: Michelle Barnett (Mayor Alternate 1) to an unexpired term ending September 2022

Tax Increment Reinvestment Zone Board: Jim Cummings (Mayor), Jon Mark Hogg (SMD1), and Greg Gayler (SMD2) each to a third term, and Tony Villarreal (SMD4) to a first term, all ending July 2024

Motion: Council Member Gonzales made a motion, seconded by Council Member Miller, to approve the item, as presented. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

- c. Announcements and consideration of Future Agenda Items:

Mayor Gunter announced City Council will meet Tuesday, July 26th at 8:30 a.m. for a Joint Meeting with the Planning Commission, immediately followed by the Enterprise Fund Budget Workshop in Council Chambers at the McNease Convention Center.

City Clerk Julia Antilley passed out a written public comment submitted by a citizen after City Council went into Executive Session.

9. Adjournment

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

There being no further business, the meeting adjourned at 11:59 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, 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 Kramer, Sr. Fleet Manager, Fleet Services, 325-657-4329

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider approving BuyBoard Contract #608-20 with Centerline Supply, Inc. (Austin, TX) for the purchase of one road striper in the amount of \$80,235, budgeted for purchase in fiscal year 2022, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

Staff Recommendation:

Approve

Summary/History:

Approval is requested for the purchase of a road striping machine for the purpose of painting traffic control striping on city streets. This equipment will be utilized by the Traffic Operations Division and is replacing the existing unit that has exceeded its useful life. This purchase will be made using the Buyboard Purchasing Cooperative.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
501	50131028000741		\$80,235

Financial Impact:

Budgeted in fiscal year 2022 in Fund 501 Equipment Replacement.

Other Information/Recommendation:

Purchase utilizing Buyboard Contract #608-20.

Attachments:

1. QTE 18235 SAN ANGELO	QTE 18235 SAN ANGELO.pdf
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Presentation:

Ryan Kramer

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved

Theresa James
Jeffrey Tomlinson
Tina Dierschke
Julia Antilley

Approved
Approved
Approved
Final Approval



Quote

Page 1

Centerline Supply, Inc.
9201 Brown Ln BLDG 4 - #152
Austin, TX 78754
United States
P: (737) 800-9905

Quote Number: QTE0018235

Quote Date: 07/22/22

Prepared By: JTRAYNHAM

BILL TO:

SAN ANGELO, CITY OF
1729 ST ANN ST
SAN ANGELO TX 76905

SHIP TO:

BELINDA ROBLES
SAN ANGELO, CITY OF
1729 ST ANN ST
SAN ANGELO TX 76905

Notes: BUY BOARD CONTRACT #608-20

Customer P.O.	Ship VIA CPU	Terms NET30	Shipping Terms CPU	
Item Number	Ordered	Unit	Price	Extended Price
90900-QUOTE RSP OPTION 7 PART# 25D274 W/ 3RD GUN	1	EA	\$58,750.00	\$58,750.00
90900-QUOTE 2 PUMP 3 GUN ROADPAK GUN ARM PART# 25M710	1	EA	\$16,700.00	\$16,700.00
90900-QUOTE ROADVIEW HD CAMERA SYSTEM PART#24G633	1	EA	\$5,300.00	\$5,300.00
90900-QUOTE LAZERGUIDE 3000 PART#17U930	1	EA	\$4,900.00	\$4,900.00
90900-QUOTE COMMUNICATION SYSTEM (TRANTEX)	1	EA	\$3,500.00	\$3,500.00

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$89,150.00
Discount %	10%
Less Discount:	\$8,915.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$80,235.00

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!

1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.
CENTERLINE SUPPLY, INC. - PHONE (737) 800-9905 - SALES@CLSUSA.COM

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Dusty Hohensee, Traffic Operations Superintendent, Traffic Operations, 325-657-4377

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider approving BuyBoard Contract #608-20 with Cubic Transportation Systems for the purchase of Gridsmart traffic signal detection equipment in the amount of \$59,244, budgeted for purchase in fiscal year 2022, and authorizing the City Manager to negotiate and execute all related documents (Dustin Hohensee)

Staff Recommendation:

Approve

Summary/History:

Staff sought pricing for four Gridsmart traffic control cameras to replace three traffic signal cameras that are outdated and are no longer manufactured. These cameras allow for the safe actuation of traffic signals at signalized intersections throughout the City.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
101	101-3102-432.04-35		\$59,244.00

Financial Impact:

This purchase was budgeted in fiscal year 2022.

Other Information/Recommendation:

Staff recommends approving the purchase of Gridsmart cameras from Cubic Transportation Systems through Buyboard Contract #608-20.

Attachments:

1. 3 GS3 intersections for San Angelo Rev1 3 GS3 intersections for San Angelo Rev1.pdf

Presentation:

Dusty Hohensee

Approvals/Reviews:

Dusty Hohensee	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved

Jeffrey Tomlinson
Tina Dierschke
Theresa James
Julia Antilley

Approved
Approved
Approved
Final Approval



Cubic Transportation Systems
10545 Hardin Valley Road
Knoxville, TN 37932
USA

Description 3 GRIDSMART intersections with new GS3 Processor; Buyboard contract# 608-20 - Highway Safety and Traffic Control Products

Quote Number 00017866
Payment Terms Net 30

Prepared By Jeffrey Peterson
Email jeff.peterson@cubic.com

Contact Name Robert Karch
Phone (325) 657-4377
Email robert.karch@cosatx.us

Bill To Name San Angelo, TX
Bill To 52 W. College Ave.
San Angelo, Texas 76903
United States

Ship To Name San Angelo, TX

Product Code	Product	Sales Price	Quantity	Total Price
GS-3-CBL	84" Cable Bracket	USD 167	3.00	USD 501
GS-3-GS3	GRIDSMART GS3 Processor	USD 12,495	3.00	USD 37,485
GS-3-PFM	Performance Module	USD 3,200	3.00	USD 9,600
GS-3-SMK	SMARTMOUNT Bell Camera	USD 3,709	3.00	USD 11,127
GS-3-TS2	TS2 Interface Cable	USD 177	3.00	USD 531

Total Price USD 59,244

Grand Total USD 59,244

Cubic Transportation Systems will charge a 25% restocking fee on all physical goods and 10% on all software licenses.

I agree to the above pricing and terms and would like to place the above product on order.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport, 325-659-6409

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider amending the June 21, 2022 purchase via TIPS agreement #200201 from Kings Consulting to Construction Consultants-3 for an amount not to exceed \$1,500,000 to update the North Amcom Hangar to the 'shell rent requirements', using \$196,204 from the Airport Fund balance, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Staff Recommendation:

Approve

Summary/History:

On June 21st Council awarded a contract to Kings Consultants under TIPS #200201 to improve the CBP North AMCOM Hangar to the "Shell Rent Requirements" dictated in the Lease Agreement. Kings Consultants is a Sister Company to Construction Consultants-3. The TIPS Agreement is registered under Construction Consultants-3 and not Kings Consultants. Therefore, the approval needs to be for Construction Consultants-3 in an amount not to exceed \$1.5 Million.

Funding Source(s):

Financial Impact:

No financial impact. All funding was previously approved under the existing agreement.

Other Information/Recommendation:

Attachments:

Presentation:

Jeremy Valgardson

Approvals/Reviews:

Jeremy Valgardson

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ron Lewis, Facilities Maintenance Manager, Facilities Maintenance, 325-481-2773

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider approving an interlocal agreement between the City of San Angelo and Tom Green County authorizing the City Manager to negotiate and execute all related documents for HVAC Services and Equipment with Duncan Mechanical Services (Ron Lewis)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo (COSA) Facilities Maintenance Department desires to utilize the HVAC Services and Equipment contract executed between Tom Green County and Duncan Mechanical Services. This contract will allow COSA to provide purchase orders to Duncan Mechanical Services for any and all HVAC related equipment, repair and replacement services for all COSA facilities and properties.

Funding Source(s):

Financial Impact:

COSA departments must have City Council approved funds prior to issuing a purchase order to Duncan Mechanical Services for repairs or replacement.

Labor rates: Service Tech \$75 per hour, overtime \$112.50 per hour, Hoilday \$150 per hour

Labor rates: Laborer / Helper \$65 per hour, overtime \$97.50 per hour, Holiday \$130 per hour

Materials, Profit and Overhead (MPO): 40% up to \$1,000, 30% \$1,000 up to \$10,000, 20% over \$10,000, 15% subcontractor and equipment rental.

Other Information/Recommendation:

Attachments:

Presentation:

Ron Lewis

Approvals/Reviews:

Ron Lewis
Theresa James
Jeffrey Tomlinson
Tina Dierschke
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Asst. Director of Operations, Engineering Services, (325) 657-4206

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider accepting a Memorandum of Understanding between Texas Pacifico Transportation, LTD and the City of San Angelo for railway improvements as a part of the Southwest Blvd. rehabilitation project and authorizing the City Manager to execute all related documents (Patrick Frerich)

Staff Recommendation:

Accept

Summary/History:

As a part of the Southwest Blvd rehabilitation project, improvements to the railroad - operated by Texas Pacifico Transportation (TXPF) - are necessary to appropriately tie into the rehabilitated roadway and to provide additional pedestrian elements to provide safe passage of pedestrians across the railway. These improvements incorporate a new pedestrian crossing and gate across the railway on the west side of Southwest Blvd. Since these improvements are confined solely within the railroad right-of-way, it is necessary to allow TXPF to design and install these improvements to their safety and performance standards.

The improvements are at the request of the City with the primary intent of providing safe passage for students to and from Lamar Elementary. Thus, the Memorandum of Understanding will allow the City to reimburse TXPF for the costs of design and construction of the requested improvement. The improvements will be owned and maintained by TXPF.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
528	528-3200-800-0730	ST0001	\$100,000

Financial Impact:

Other Information/Recommendation:

Staff recommends accepting a Memorandum of Understanding with Texas Pacifico Transportation and authorizing the City Manager to execute any related documents.

Attachments:

1. MOU - COSA and TXPF MOU Southwest Crossing MOU - COSA and TXPF MOU Southwest Crossing.docx

Presentation:

Patrick Frerich

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

**MEMORANDUM OF UNDERSTANDING
FOR SOUTHWEST BLVD. RAILROAD CROSSING
BETWEEN**

THE CITY OF SAN ANGELO AND TEXAS PACIFICO TRANSPORTATION LTD.

This memorandum of understanding (MOU) is entered into by and between the CITY OF SAN ANGELO ("CITY") and TEXAS PACIFICO TRANSPORTATION LTD. ("TXPF"). In consideration of the mutual promises and agreements set forth, CITY and TXPF agree as follows:

I. GENERAL PROVISIONS

- A. This affiliation is for the sole and limited purpose of design and construction of a pedestrian crossing at the public railroad crossing located at the Southwest Blvd. Dot No. 968161 W RRMP 723.06, described in further detail in the Scope of Work attached hereto, and incorporated herein for all purposes as **Exhibit "A"** ("PROJECT").
- B. This agreement shall be effective on _____, 2022 and continue until such time that the PROJECT has been fully constructed or both parties agree in writing to terminate the agreement.
- C. Nothing herein shall be deemed to create an association, partnership, or joint venture between CITY and TXPF.
- D. Point of contact for activities conducted under this memorandum shall be Shane Kelton – Public Works Director for the CITY; and Stan Meador – Vice President of Sales & Marketing for TXPF.

II. CITY SHALL:

- A. Timely review and approve PROJECT plans submitted by TXPF.
- B. Be responsible for coordinating scheduled street closures necessary for TXPF to construct the PROJECT.
- C. Be responsible for construction of street improvements outside of TXPF's right-of-way necessary to connect to the PROJECT.
- D. Timely reimburse TXPF for its costs to design and construct the PROJECT, including administrative fees, in accordance with the Scope of Work attached as Exhibit "A". Unless authorized by its governing body, and detailed in a written amendment to this MOU signed by the parties, CITY's reimbursement obligation shall not exceed ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00).

III. TXPF SHALL:

- A. Be responsible for advancing all costs and activities associated with the design, bidding, insurance, and construction of the PROJECT in accordance with the Scope of Work.

- B. Submit plans prepared by a certified signal engineer for CITY's review and approval.
- C. Oversee all aspects of construction of the PROJECT and ensure completion of the same in strict compliance with the Scope of Work, approved plans, and all applicable federal, state, and local law.
- D. In accordance with phasing described in the Scope of Work, submit invoices, bills, receipts and such other information as may be reasonably requested by CITY to document PROJECT costs actually incurred and advanced by TXPF as of the date of the submittal of the request for reimbursement.
- E. Be solely responsible for all ongoing maintenance related to the PROJECT.

IV. IT IS FURTHER AGREED THAT:

- A. The terms and conditions of this MOU may be amended, deleted or expanded only by written agreement of the parties approved by their respective governing bodies.
- B. The MOU shall be construed under laws of Texas, and if any provisions shall be invalid under the laws, such invalidity shall not violate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.
- C. Both of the parties hereto and the individuals executing this agreement for them represent to the party that it has the requisite power and authority to make and enter this agreement, and said agreement does not violate any provisions of the corporate charter or by-laws of any corporate party or statute, act or ordinance under which any unincorporated institution or party hereto is organized, or violate any agreement or commitment executed or made by any party.
- D. Notices required to be sent hereunder shall be sent prepaid registered mail with return receipt requested, and are effective upon receipt.

Notices sent to CITY shall be sent to:

Shane Kelton – Public Works Director
 301 W. Beauregard Ave.
 San Angelo, TX 76903
 325-657-4206

Notices sent to TXPF shall be sent to:

Stan Meador – Vice President of Sales & Marketing
 106 S. Chadbourne St.
 San Angelo, TX 76903
 325-942-8164

- E. This writing shall constitute the sole agreement between the parties.

Executed this _____ day of _____ 2022.

TEXAS PACIFICO TRANSPORTATION LTD.

By: Stan Meador, Vice President of Sales
& Marketing

CITY OF SAN ANGELO

ATTEST:

Daniel Valenzuela, City Manager

Julia Antilley, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa James, City Attorney

Shane Kelton, Public Works Director

EXHIBIT A SCOPE OF WORK

Frerich, Patrick

From: Eduardo Gomez <e.gomez@txpf.us>
Sent: Friday, July 15, 2022 3:06 PM
To: Kelton, Shane
Cc: Jorge Gonzalez; Stan Meador; Frerich, Patrick; jorge.gonzalez@fecrwy.com
Subject: RE: Clarifying roles/responsibilities for rail crossing on Southwest Blvd.

CAUTION: This email was received from an **EXTERNAL** source, use caution when clicking links or opening attachments.

Shane,

Reference is made to the Public Road crossing located at the Southwest Boulevard Dot No 968161 W RRMP 723.06.

Per your request, following are TXPF's **COST ESTIMATES** and Scope of work to carry out the installation of new equipment (cross bars and associated costs) as per City requirements.

- **Engineering** **\$6,600.00**
The crossing signal system must be reengineered by a certified signal engineer. Include design and corrections. Once we have the new plans, TXPF will send to the City for approval and invoice for payment net in 30 days,
- **Materials** **\$40,600.00**
Once the new plans are approved, then TXPF will submit the new plans to get a materials list to signal material suppliers for firm pricing. As soon as that is received by TXPF, we will review, approve and order the materials. Once the materials are shipped by the supplier, TXPF will invoice to the City for payment net in 30 days
- **Labor and Equipment** **\$ 12,028.00**
Once materials are received and the construction is scheduled, the new equipment will then be installed. Once construction is complete, we will submit the final bill for the labor, construction materials and equipment costs. TXPF will invoice to the City for payment net in 30 days
- **SUTOTAL** **\$ 59,228.00**
TXPF Administrative Fees **\$ 5,922.80**
TOTAL COST ESTIMATED **\$65,150.80**

NOTE:

- Any variation in the material costs, labor, freight and/or any additional work required during the process, will be charged, and submitted accordingly to the City.
- TXPF will bill based on the actual work performed plus 10% administrative fees
- Traffic control is not included in the above cost estimate.

If you any question, please let me know ,

EGA

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider a resolution approving the 2022 Annual Action Plan for use of CDBG and HOME grant funds as approved by City Council on July 7, 2022 and authorizing the City Manager to execute the applications, required certifications, related documents and annual funding agreement for the allocation of \$661,943 of CDBG and \$337,050 HOME grant funds, \$17,800 in program income, and \$100,000 in prior year funds (Bob Salas)

Staff Recommendation:

Approve

Summary/History:

The 2022 Annual Action Plan (AAP) is a document that is required of all entitlement cities receiving annual Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The AAP is the City's application for its 2022 CDBG and HOME funding. The Plan includes a summary of resources available, objectives and goals as they relate to affordable housing, outcome measures, geographic distribution, and barriers to affordable housing.

Approval of the 2022 AAP will authorize the City Manager to execute the application for Program Year 2022 funding, required certifications and any other related documents, to include the annual funding agreement with HUD and file all documents with HUD. Funding allocations for 2022 were made by the City Council on July 7, 2022. The City expects to receive \$661,943.00 of CDBG funds and \$337,050.00 of HOME grant funds from the U.S. Department of Housing and Urban Development (HUD) for Grant Year 2022. In addition to the allocation, the City expects to receive approximately \$7,800.00 in CDBG Program Income and \$10,000.00 in HOME Program Income. The City will also reallocate \$100,000.00 in Prior Year HOME funds.

Funding Source(s):

Financial Impact:

Approval of the 2022 Annual Action Plan for use of CDBG and HOME funds will increase NFS Department annual funding by \$661,943.00 of new CDBG and \$337,050.00 of new HOME grant funds.

Other Information/Recommendation:

Attachments:

1. AAP Draft AAP Draft.pdf

2. 2022 AAP Resolution (002)

2022 AAP Resolution (002).docx

Presentation:

Bob Salas

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



City of San Angelo
Community and Housing Support
2022 Annual Action Plan

Executive Summary

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

1. Introduction

This Annual Action Plan outlines the activities which will be undertaken during the program year beginning October 1, 2022 and ending September 30, 2023 using federal funds granted to the City of San Angelo by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and HOME Investment Partnerships Grant (HOME) programs. Programs and activities described in this plan are intended to primarily benefit low-income and moderate-income residents of the City of San Angelo, neighborhoods with high concentrations of low-income and moderate-income residents, and the city as a whole.

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

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

2. Summarize the objectives and outcomes identified in the Plan

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

Objectives and outcomes: These activities address goals set in the 2020-2024 Consolidated Plan and meet one of the three **objectives** of the CDBG program:

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

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

1. Improving availability or accessibility of units or services

2. Improving affordability not just of housing but of other services
3. Improving sustainability by promoting viable communities

3. Evaluation of past performance

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

The City of San Angelo recognizes the importance of maintaining appropriate performance measurements of its CDBG and HOME projects and programs, including any funding provided for special circumstances such as response to COVID-19. The City is generally on target for meeting its proposed accomplishments through PY 2022. The City met or will have met all its annual goals for emergency and housing repairs, tenant-based rental assistance, and the Homebuyers Assistance Program (HAP), homeless prevention, and new home construction. It is anticipated that by the end of PY 2022, the City will have completed the objectives set forth in the PY 2022 Annual Action Plan and will have expended at least 85% of its PY 2022 award. All projects including in the PY21 Annual Action Plan and projects funded during the past five years have met a need as identified in the City's Consolidated Plans. Completion data for all projects will be reported in the Consolidated Annual Performance & Evaluation Report (CAPER).

The City of San Angelo is also on target for meeting its proposed accomplishments for all awarded CDBG-CV funding.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen Participation: This plan is the product of public outreach consistent with the City of San Angelo's 2020-2024 Five-Year Consolidated Plan. Public participation efforts included several public meetings and hearings, discussions with agencies and groups that provide services, assist and/or advocate for low-to-moderate-income citizens.

The Community & Housing Support (CHS) staff provided program information to include eligible activities and funds available for 2022. During these public meetings held throughout the city at various times and locations, public comment was received regarding the allocation of CDBG and HOME funds. All comments were accepted. In addition, a public comment period was provided from July 18, 2022 thru August 16, 2022.

5. Summary of public comments

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

All public comments at the Neighborhood meetings and at the city council meeting were accepted. The citizens who participated in the meeting were in favor of the city continuing to improve the neighborhoods with the current New Construction program (through the CHDO), the Emergency Repair Program, the Neighborhood Blitz, and the Homebuyer's Assistance Program for first time home buyers.

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

The City of San Angelo accepts all comments and views presented to staff and presents them in the Annual Action Plan.

7. Summary

The City of San Angelo has been an entitlement community for the CDBG grant program since 1990 and the HOME program since 1994. The City has utilized the CDBG and HOME funds to improve the quality of life, housing, and neighborhoods for its low-moderate income residents. Detailed descriptions of the funded activities can be found at AP-35.

During PY2022, the City's CDBG program will fund the following projects in addition to administration:

CDBG Program Use of Funds

Housing Rehab Program	\$130,000
Emergency Repairs Grant	\$111,000
Code Compliance	\$ 45,000
Debt Payment Services	\$133,711

HOME Program Use of Funds

CHS - Homebuyer's Assistance Program	\$ 67,345
CHDO Set Aside*	\$ 285,000 (includes \$100,000 prior year funds)
MHMR - Tenant-Based Rental Assistance	\$ 60,000

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

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

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

Agency Role	Name	Department/Agency

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Robert Salas, Director of Community & Housing Support - 325-655-0824, robert.salas@cosatx.us

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

1. Introduction

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

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

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

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

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

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

Members of the CVHPC meet on a monthly basis to discuss services available to the homeless or about to be homeless and opportunities to coordinate these services. One of the issues the group has investigated is introducing the Operating and Adminstrating Homeless Management Information System (HMIS) in San Angelo. The CVHPC has taken steps to integrate the HMIS across service providers

in order to share information on recipients of these services. Besides meeting and exceeding HUD's requirements for the implementation and compliance of HMIS Standards, the effort will incorporate a rich array of service provider participation to capture and share information on service recipients.

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

The City of San Angelo does not receive ESG funds at this time.

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

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Galilee CDC
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Executive Director to obtain housing needs data which will assist in the fulfillment of the Consolidate Plan and this year's Action Plan.
2	Agency/Group/Organization	San Angelo Public Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Executive Director to obtain public housing data to help formulate this year's Action Plan.

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

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff contacted Executive Director to obtain information on the need for housing for victims of domestic violence.
7	Agency/Group/Organization	City of San Angelo
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Planning and other departments within the city to obtain data to help develop the plan.
8	Agency/Group/Organization	CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD (CVWDB)
	Agency/Group/Organization Type	Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Planning and other departments within the city to obtain data to help develop the plan.
9	Agency/Group/Organization	San Angelo Development Corporation
	Agency/Group/Organization Type	Economic Development
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Planning and other departments within the city to obtain data to help develop the plan.
10	Agency/Group/Organization	Tom Green County Health Department
	Agency/Group/Organization Type	Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy

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

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

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

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

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

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

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

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

Citizen Participation: This plan is the product of public outreach consistent with the City of San Angelo's 2020-2024 Five-Year Consolidated Plan. Public participation efforts included two public meetings, a public hearing, discussions with agencies and groups that provide services, assist and/or advocate for low-to-moderate-income citizens.

The Community & Housing Support (CHS) staff provided program information to include eligible activities and funds available for 2022. During these public meetings held throughout the city at various times and locations, public comment was received regarding the allocation of CDBG and HOME funds. All comments were accepted. In addition, public comment period was provided from July 18, 2022, thru August 16, 2022.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	The general response at the public meeting was support and approval for the programs we currently fund through CDBG and HOME such as Emergency Repairs, Neighborhood Paint Blitz, New Construction through the CHDO, Down Payment & Closing Cost Assistance for first time home buyers.	The comments we received were in favor of the proposed allocations for Emergency repairs, Rehabilitation through the paint blitz, new construction through the City's CHDO, and Special needs rental assistance. Citizens who attended were also concerned for housing for veterans and rental assistance due to COVID.	All comments were accepted.	

Table 4 – Citizen Participation Outreach
Annual Action Plan

Expected Resources

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

Introduction

Over the past several years, the City of San Angelo has seen an annual reduction in funding for both CDBG and HOME funds with only a few exceptional years where the city saw slight increases in CDBG funds. Although these reductions adversely affect the city's ability to meet the needs of low-to-moderate income citizens, the city will continue to strive to meet or exceed our goals by finding and taking advantage of synergies with local organizations and government entities wherever possible.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	661,943	7,800	0	669,743	1,353,262	CDBG funds will be used for the preservation of affordable units for LMI households and services that benefit LMI and special needs households. The expected amount available is the current allocation times the 3 years remaining in the current Consolidated Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	337,050	10,000	100,000	447,050	582,765	HOME funds will be used to create, preserve, and acquire affordable housing for low to moderate-income households. The expected amount available is the current allocation times the 3 years remaining in the current Consolidated Plan.

Table 5 - Expected Resources – Priority Table

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

Entitlement

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

The Community and Housing Support Division leveraged other City departments in order to obtain operating support to include financial, legal, planning, human resources, and purchasing. The City also leveraged over \$370,000 of local sales tax revenue for gap financing provided to low/moderate-income first-time home buyers. Moreover, the City receives over \$20K annually as a grant from Atmos Energy to continue a housing weatherization program.

Match Requirements

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

will utilize cash resources to meet the matching requirements.

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

Not applicable. There is no publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

See discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent Housing (ERP)	2020	2024	Affordable Housing	City Wide	Affordable Housing	CDBG: \$111,000	Homeowner Housing Rehabilitated: 20 Household Housing Unit
2	Home Ownership (HAP)	2020	2024	Affordable Housing	City Wide	Affordable Housing	HOME: \$67,345	Direct Financial Assistance to Homebuyers: 4 Households Assisted
3	Neighborhood Revitalization (NB,CC)	2020	2024	Affordable Housing	BLACKSHEAR FORT CONCHO REAGAN RIO VISTA City Wide Belaire Lakeview	Affordable Housing	CDBG: \$175,000	Homeowner Housing Rehabilitated: 15 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 1200 Household Housing Unit
4	Affordable Housing (AHAP)	2020	2024	Affordable Housing	BLACKSHEAR FORT CONCHO REAGAN RIO VISTA Belaire Lakeview	Affordable Housing Neighborhood Revitalization	HOME: \$285,000	Homeowner Housing Added: 6 Household Housing Unit
5	Special Needs & Homelessness (TBRA)	2020	2024	Homeless Non-Homeless Special Needs	City Wide	Affordable Housing Homelessness	HOME: \$60,000	Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Decent Housing (ERP)
	Goal Description	Emergency Repair Program will assist low-to-moderate income households with emergency repairs required at their home.
2	Goal Name	Home Ownership (HAP)
	Goal Description	Provide down payment and closing cost assistance to low-to-moderate income families purchasing their first home.
3	Goal Name	Neighborhood Revitalization (NB,CC)
	Goal Description	Provide exterior rehabilitation including replacing/repairing roofs, siding, trim, and paint in a targeted neighborhood and providing code compliance within the City of San Angelo.
4	Goal Name	Affordable Housing (AHAP)
	Goal Description	Continue to make housing affordable by assisting first-time homeowners with the construction of a new home within one of the city's targeted neighborhoods.
5	Goal Name	Special Needs & Homelessness (TBRA)
	Goal Description	Assist special needs populations with supportive services, facilities, and housing needs, and expand efforts that eliminate or prevent homelessness.

Projects

AP-35 Projects – 91.220(d)

Introduction

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

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

The City of San Angelo has established three main objectives which are consistent with the 2020-2024

Consolidated Plan and meet one of the three national objectives of the CDBG program:

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

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

As we work to meet these objectives, we anticipate that all funded activities will address, and are consistent with, at least one of three outcomes:

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

Projects

Table 7 - Project Information

Project Summary Information					
N o.	Project	Goals Supported	Geographic Areas	Needs Addressed	Funding
1	CDBG Admin	Decent Housing (ERP) Neighborhood Revitalization (NB,CC)	City Wide - Local Target area	Affordable Housing	CDBG : \$133,900
	Description	Administration of the CDBG programs including salaries, benefits, training, supplies, and services necessary to execute program activities.			
	Target Date for Completion	09/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Not applicable.			

	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	72 West College, San Angelo, TX 76903			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Administration of the CDBG allocation and the programs provided with these funds to include salaries, supplies, training.			
2	Rehab Administration	Decent Housing (ERP) Neighborhood Revitalization (NB,CC)	City Wide - Local Target area	Affordable Housing	CDBG : \$116,132
	Description	Administration of the CDBG rehab programs including salaries, benefits, training, supplies, and services necessary to execute program activities.			
	Target Date for Completion	09/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Not applicable.			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	72 W College, San Angelo, TX 76903			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Program Administration and project delivery activities.			
3	Emergency Repair Program	Decent Housing (ERP)	City Wide - Local Target area	Affordable Housing	CDBG : \$111,000
	Description	Provide emergency repairs to moderate to low-income households in the city limits. Repairs are necessary for the health and safety of the homeowner.			
	Target Date for Completion	09/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Approximately 20 low to moderate-income families will be assisted.			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	All activities will take place within the city limits of San Angelo.			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Emergency repairs for homeowners.			

	the AP-36 Project Detail screen)				
4	Housing Rehabilitation	Neighborhood Revitalization (NB,CC)	City Wide - Local Target area	Affordable Housing	CDBG : \$130,000
	Description	Minor repairs for homeowners within the city limits of San Angelo.			
	Target Date for Completion	09/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Approximately 15 low to moderate-income families will be assisted with this activity.			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	All activities will take place within the city limits of San Angelo in a target area.			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Activities include, but are not limited to repair/replace siding, trim, paint exterior, repair/replace roofs.			
5	Code Compliance	Neighborhood Revitalization (NB,CC)	City Wide - Local Target area	Neighborhood Revitalization	CDBG : \$45,000
	Description	This officer will be assigned to enforce codes, such as junk, junk vehicles, tall grass and weeds, junk appliances, refuse, unsightly material and temporary signs, and related state laws in low/moderate-income areas defined by the 2010 Census.			
	Target Date for Completion	09/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Approximately 1200 households will benefit from this activity.			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	Code compliance activities will take place within the city limits of San Angelo.			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	This officer will be assigned to enforce codes, such as junk, junk vehicles, tall grass and weeds, junk appliances, refuse, unsightly material and temporary signs, and related state laws in low/moderate-income areas defined by the 2010 Census.			
6	Debt Service	Neighborhood Revitalization (NB,CC)	REAGAN - Local Target area	Neighborhood Revitalization	CDBG : \$133,711
	Description	Repayment of principal and interest on Section 108 Loan.			
	Target Date for Completion	09/30/2023			

	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Not applicable.			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	Not applicable.			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Repayment of Section 108 Loan.			
7	HOME Administration	Affordable Housing (AHAP) Home Ownership (HAP) Special Needs & Homelessness (TBRA)	City Wide - Local Target area	Affordable Housing Neighborhood Revitalization	HOME : \$34,705
	Description	Administration of the HOME program to include salary, benefits, training, supplies, etc.			
	Target Date for Completion	09/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Not applicable.			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	72 W College, San Angelo, TX 76903			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)				
8	Homebuyer's Assistance Program	Home Ownership (HAP)	City Wide - Local Target area	Affordable Housing	HOME : \$67,345
	Description	Provide down payment and closing cost assistance to low-to-moderate income first-time homebuyers within the city limits.			
	Target Date for Completion	09/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Approximately 4 families will receive down payment and closing cost assistance.			

	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	All activities will take place within the city limits of San Angelo.			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Provide down payment and closing cost assistance to low-to-moderate income first-time homebuyers within the city limits.			
9	MHMR TBRA	Special Needs & Homelessness (TBRA)	City Wide - Local Target area	Affordable Housing	HOME : \$60,000
	Description	Tenant-based rental assistance provided to MHMR clients while on the waiting list to receive Section 8 assistance.			
	Target Date for Completion	09/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Approximately 16 families will benefit from the proposed activities.			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	All activities will take place within the city limits of San Angelo.			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Tenant-based rental assistance.			
10	Galilee Community Development Corporation CHDO	Affordable Housing (AHAP)	BLACKSHEAR - Local Target area FORT CONCHO - Local Target area REAGAN - Local Target area RIO VISTA - Local Target area Belaire - Local Target area Lakeview - Local Target area	Affordable Housing Neighborhood Revitalization	HOME : \$285,000
	Description	New home construction within a target area for a low-to-moderate income family who are first-time home buyers.			
	Target Date for Completion	09/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Approximately 6 families will benefit from the proposed activities.			

Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	Activities will take place within targeted areas of the city.
Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	New construction of single-family homes.

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

AP-38 Project Summary

Project Summary Information

AP-50 Geographic Distribution – 91.220(f)

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

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

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

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

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

Community-wide projects:

Emergency Repair Program

Homebuyers Assistance Program

MHMR TBRA Program

Target Area projects consist of those projects conducted in six City Council designated target areas - Rio Vista, Blackshear, Reagan, Fort Concho, Belaire, and Lakeview. New home construction earmarked for the Neighborhood Revitalization Program in addition to the Housing Rehabilitation Neighborhood Paint Blitz program will be concentrated in the target areas only.

Galilee Community Development Corporation is currently the only CHDO that has applied for 2022 CHDO set-aside funds. Although CHDO funds are not limited to target areas, Galilee has decided to

focus on the target areas for their operations.

This year, \$415,000 (\$285,000 CHDO new home construction and \$130,000 for Housing Rehabilitation) will be expended specifically in the neighborhoods targeted for revitalization that equates to 38% of total CDBG & HOME funds available for the program year.

Geographic Distribution

Target Area	Percentage of Funds
BLACKSHEAR	
FORT CONCHO	
REAGAN	
RIO VISTA	
City Wide	
Belaire	
Lakeview	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

Discussion

See discussion above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

AFFORDABLE HOUSING FOR HOMELESS/SPECIAL NEEDS

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

Homeless Needs

With the closure of the only emergency shelter for the general homeless population, the city's main emphasis is focused on providing transitional and permanent housing. This transitional housing program offered by Galilee CDC offers selected participants a place of residence for up to 18 months. This program is designated for families with children under 18 who are homeless or about to become homeless. Also, the city is partnering with the local housing authority to manage a rapid re-housing program that will provide permanent housing for up to 30 individuals to include supportive services and case management thru a Continuum of Care HUD grant.

In addition to the Galilee CDC program, there are two transitional housing programs for men and women managed by the Alcohol & Drug Abuse Council that provide transitional housing for individuals suffering from drug and alcohol addiction. Also, the Institute of Cognitive Development provides transitional housing for families made homeless through domestic violence. These transitional housing programs will continue in 2022.

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

Housing for Special Needs Population

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

MHMR Services of the Concho Valley will receive HOME funds to provide tenant-based rental assistance (TBRA) to approximately 16 clients with a chronic mental illness residing within the San Angelo city limits

for a year. The HOME funds requested will provide rental assistance, one-time security deposit assistance, and one-time utility deposit assistance. TBRA may be used on any rental property within the City of San Angelo that meets HUD's minimum Housing Quality Standards. Initial and annual inspections of the units are required to assure that the funds are being used for decent, safe, and sanitary properties.

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

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	42
Special-Needs	16
Total	58

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	16
The Production of New Units	6
Rehab of Existing Units	36
Acquisition of Existing Units	0
Total	58

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Please see discussion above.

AP-60 Public Housing – 91.220(h)

Introduction

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

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

The San Angelo Public Housing Authority (“PHA”) is responsible for administering Low Rent Public Housing, the Section 8 Rental Assistance Program, and the Affordable Housing Program for San Angelo residents. By state statute, the Mayor appoints the Board of Directors of the PHA, which is the policy-making body for the administration of the Low Rent and Section 8 Programs. Currently, the PHA reports having 174 Low Rent Public Housing units, 836 housing vouchers through its Section 8 Rental Assistance Program, and 224 Affordable Housing Apartment units.

The PHA reported a 97% occupancy rate for its 174 Low Rent Public Housing units and waiting lists of 889 for the family units and 86 for the elderly units as of May 15, 2021. Additional information regarding the 4 public housing developments is as follows:

TX21P470-001, Paisano Plaza – located at 22nd and Senisa Sts. in Northeast San Angelo-60 family units - 6 one-bedroom, 24 two-bedroom, 24 three-bedroom, 6 four-bedroom. There is currently 1 vacancy at this development being prepared by the maintenance section for eligible families. This development is in good condition.

TX21P470-002, Rio Vista Villa – located on Julian St. in South San Angelo- 14 elderly units; and Alta Loma Villa – located on Junius St. in Northwest San Angelo - 46 elderly units. This development consists of 52 one-bedroom and 8 two-bedroom units. There is currently 1 vacancy at this development being prepared by the maintenance section for eligible families. This development is in very good condition.

TX21P470-003, Presidente Villa – located at Marx and 28th Sts. in Northeast San Angelo - 30 family units - 24 three-bedroom and 6 four-bedroom. There are currently no vacancies being prepared by the

maintenance section for eligible families. This development is in very good condition.

TX21P470-008, Acquisition Villa – located throughout San Angelo - 24 single-family homes - 20 three-bedroom and 4 four-bedroom. There is currently 1 vacancy being prepared by the maintenance section for eligible families. This development is in good condition.

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

The PHA intends to make modifications to public housing based on the Section 504 needs assessment. The PHA has contracted an interior renovation of the units located in the Paisano development. This renovation will replace the cabinets and countertops with new cabinets and new laminate countertops as well as new sinks and updates through the kitchen. The water closets will also be part of this renovation, the tubs, toilets, and vanities will all be replaced with updated materials. The PHA indicated that it will employ effective maintenance and management policies to minimize the number of public housing units off-line and reduce the turnover time for vacated public housing units. The PHA is also planning to continue a winterization program to properly seal and insulate windows and doors and improve the efficiency of all units through the purchase of “Energy Star” rated systems. The PHA continues to partner with the local SAPD to implement a Crime Free program to reduce crime and vandalism. This addition to the lease will include all Public Housing residents as well as residents living in the Affordable Housing program.

The Housing Authority of San Angelo (HASA) wishes to implement Section 22 of the United States Housing Act of 1937, Streamlined Voluntary Conversion (SVC) via 24 CFR 972, subpart B; and has submitted an application to Housing and Urban Development. The SVC plan indicates an estimated date of conversion to be June of 2022. This conversion will transition all 174 of the PHA’s Public Housing Units to the Housing Choice Voucher program. There are no plans for demolition of any of these units, they will continue to serve as Federally subsidized housing but under the Voucher program. The purpose of this transition is to alleviate the administrative burden tied to the PH program and to increase revenues for the program by changing the funding source.

The Housing Choice Voucher program was previously awarded twenty-five additional vouchers to assist HUD’s mission of eliminating homelessness among veterans. The Veteran’s Affairs Supportive Housing (VASH) program strives to work with the Big Springs VA office to obtain 100 % utilization of these vouchers. The HCV program was awarded an additional 8 VASH vouchers. With the addition of these eight vouchers, the PHA now has 33 VASH Housing Choice Vouchers to offer Veterans experiencing homelessness.

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

For 2022, the PHA will continue to encourage residents to submit responses both telephonically and in

writing concerning any PHA matters. In addition, the Executive Director holds quarterly sessions concerning quality-of-life matters. The resident Advisory Group provides input to the PHA.

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

Not applicable.

Discussion

Please see the discussion above.

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

Introduction

The annual Point in Time (PIT) homeless count was conducted on January 27, 2022. Results of the count identified 109 homeless individuals in the area, including 97 adults, 12 children, and 6 veterans. This snapshot in time provides a general idea of the homeless problem in San Angelo. The Concho Valley Homeless Planning Coalition continues to work with local agencies to introduce HMIS to better support agencies that provide services to homeless citizens. The HMIS monitors outcomes and performance measures for all the homeless services agencies in the county. In addition, the city is partnering with the local housing authority to manage a rapid re-housing (RRH) program to permanently house up to 30 homeless individuals and families. As part of the RRH, a coordinated entry program to better coordinate needs assessments and case management was developed and currently operating.

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

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

The Concho Valley Homeless Planning Coalition will continue working with local agencies to ensure homeless persons are contacted and provided information on what types of assistance is available. In addition, an annual homeless count will be conducted to assess the needs of homeless persons. Members of the Local Homeless Coalition created an outreach group to reach out to homeless individuals to provide information on available resources and programs to help meet their needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Local Homeless Coalition created a program named “Out of the Cold” to shelter homeless during winter months when the temperature lowers below 35 F degrees. The Salvation Army oversees the OTC program. In addition, City works with a local women’s shelter to provide transitional housing for families made homeless due to domestic violence and Galilee CDC will continue to offer transitional housing for homeless families with children.

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

The City is working with the Concho Valley Homeless Planning Coalition to develop plans to provide

additional transitional and permanent housing for homeless persons and families. In addition, the City will also provide funding for MHMR to help clients transition into permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

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

Discussion

Please see the discussion above.

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

Introduction:

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

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

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

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

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

Discussion:

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

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

AP-85 Other Actions – 91.220(k)

Introduction:

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

Actions planned to address obstacles to meeting underserved needs

During the grant year 2021, the City of San Angelo will take action to address obstacles to meeting underserved needs in several areas as discussed below.

Actions planned to foster and maintain affordable housing

Foster and Maintain Affordable Housing

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

The Housing Rehabilitation Program is funded with \$130,000 of 2022 CDBG funds. Rehabilitation assistance to low-to-moderate income persons for the purpose of replacing and/or repairing siding, roofs, etc., and painting the exterior walls to help reduce blight conditions in the neighborhood. In addition, an allocation of \$111,000 of 2022 CDBG funds will enable the department to continue an Emergency Repairs 100% Grant component to the Housing Rehabilitation Program, which will provide assistance with a 100% grant of up to \$5,000 for homeowners in need of emergency repairs.

Down payment and closing cost assistance will be provided for income-qualified homebuyers under the City's Homebuyers Assistance Program (HAP) which has been allocated HOME funds in the amount of \$71,745. The assistance will be provided as a forgivable, no-interest deferred payment loan which will not have to be repaid as long as the homeowner occupies the home as his or her principal residence for the full five-year affordability period.

To further aid in addressing the priority of Housing, the City will assist Galilee Community Development

Corporation in the construction of at least three houses for low-to-moderate-income families.

HOME funds will be provided for tenant-based rental assistance to at least 20 persons/households. Additional information regarding the City's Housing objective is contained in this Annual Action Plan under Activities to be undertaken.

Actions planned to reduce lead-based paint hazards

Lead-Based Paint Hazards

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

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

Actions planned to reduce the number of poverty-level families

Anti-Poverty Strategy

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

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

College, and additional funding from the San Angelo Health Foundation.

Actions planned to develop institutional structure

Institutional Structure and Coordination of Activities

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

As established by the many cooperative efforts undertaken by the City of San Angelo described previously in this Plan, coordination of activities is an ongoing process. In 2021, the CHS staff will continue to provide technical assistance to all non-profit organizations within the City, particularly those which are the Subrecipients of CDBG and HOME funds and those which are HOME Community Housing Development Organizations. The staff typically provides technical assistance on the availability of federal grants and the availability of private grants and funds to include faith-based organizations. Technical assistance is also provided on program compliance, documentation, and monitoring matters.

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

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

Discussion:

Please see discussions above.

Program Specific Requirements

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

Introduction:

The activities are planned to provide for the expenditure of all CDBG funds expected to be available during the program year, including program income. No amount has been excluded for eligible activities that have been identified for the contingency of cost overruns. There is no surplus from urban renewal settlements. No grant funds have been returned to the line of credit for which the planned use has not been included in a prior statement, plan, or amended plan. No income will be received from float-funded activities in 2022. No “urgent need” activities are allocated 2022 CDBG funding. Approximately 80% of CDBG funds will be used to benefit low-to-moderate income persons.

HOME investments by the City of San Angelo in the fiscal year 2022 will consist of grant funds and program income funds. No HOME funds will be used to refinance existing debt secured by multi-family housing being rehabilitated with HOME funds; therefore, no such guidelines are required. The City intends to use 2022 HOME funds for First-time Homebuyers. Our guidelines for the recapture of funds are included in the City’s HOME program documents for the Home Buyer’s Assistance Program, the Neighborhood Enhancement/Revitalization Program which includes a down payment and closing cost component, and Galilee Community Development Corporation’s housing construction program, all of which assist homebuyers. All housing under these programs must be acquired by homebuyers whose family qualifies as low-to-moderate income and the housing must be the principal residence of the family throughout the applicable affordability period. In the case of default, the case will be handed to the City’s Legal Department in order to initiate foreclosure proceedings.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

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

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

Other CDBG Requirements

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

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

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

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

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

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

income and the housing must be the principal residence of the family throughout the applicable affordability period. In the case of default, the case will be handed to the City's Legal Department in order to initiate foreclosure proceedings.

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

Annually, the HOME Program Administrator and Housing Rehab Program Administrator conduct inspections on HOME and CDBG funded units to include CHDO built units to ensure compliance to the affordability period as stated in the legal documents. This will be accomplished by the following:

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

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

Please see the discussions above.

A RESOLUTION OF THE SAN ANGELO CITY COUNCIL APPROVING THE 2022 ANNUAL ACTION PLAN (AAP) FOR USE OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) FUNDS AS APPROVED BY CITY COUNCIL ON JULY 7, 2022 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPLICATIONS, REQUIRED CERTIFICATIONS, RELATED DOCUMENTS AND ANNUAL FUNDING AGREEMENT FOR THE ALLOCATION OF \$661,943 OF CDBG AND \$337,050 HOME GRANT FUNDS, \$17,800 IN PROGRAM INCOME, AND \$100,000 IN PRIOR YEAR FUNDS

WHEREAS, the City of San Angelo applied for and is eligible for a federal Housing and Urban Development (HUD) Community Development Block Grant (CDBG) in the sum of \$661,943.00, and a Home Investment Partnerships Grant (HOME), in the sum of \$337,050.00, to be used for municipal affordable housing projects; and,

WHEREAS, City expects to receive \$17,800.00 in program income, and to reallocate \$100,000.00 of prior year HOME funds; and,

WHEREAS, the grants will provide part of the funding for the City's affordable housing projects and require 25% matching of HOME funds; and,

WHEREAS, on August 2, 2022, the City Council held a public hearing for approving and adopting the 2022 Annual Action Plan (AAP) at a duly called regular meeting of the City Council pursuant to notice posted as required under Chapter 551 of the Texas Government Code, during which all interested persons had the opportunity to testify before the City Council.

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

SECTION 1. The Annual Action Plan for 2022 for use of U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds, as presented, is hereby approved and adopted.

SECTION 2. The consolidated applications for CDBG and HOME funds for fiscal year 2022 are hereby authorized and ratified; and CDBG grant funds in the sum of \$661,943.00 and HOME grant funds in the sum of \$337,050.00 are accepted.

SECTION 3. The City Manager or his designee is hereby authorized and directed to execute the applications, required certifications, related documents and annual funding agreement for the allocation of \$661,943 of CDBG and \$337,050 HOME grant funds, \$17,800 in program income, and \$100,000 in prior year funds, and to accept such grant funds and provide for their application for the purposes stated in the Annual Action Plan for 2022.

PASSED and APPROVED the 2nd day of August, 2022.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Robert Salas, Neighborhood & Family
Services

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider approving updated guidelines for the Affordable Housing Assistance Program (AHAP) to reflect an increase of gap financing to \$50,000 as approved by the Board and ratified by City Council (Bob Salas)

Staff Recommendation:

Approve

Summary/History:

On January 26, 2022 the Development Corporation Board approved an increase for the gap financing under the Affordable Housing Assistance Program (AHAP) from \$40,000.00 to \$50,000.00 to cover increased construction costs. Subsequently, City Council ratified the increase on February 8, 2022. Staff has updated the guidelines to reflect the change and is requesting approval of the modifications.

Funding Source(s):

Financial Impact:

While there is no impact to the overall annual AHAP allocation, each project can now be allocated up to \$50K in gap financing.

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------------|----------------------------|
| 1. | AHAP Guidelines - 2022 | AHAP Guidelines - 2022.pdf |
|----|------------------------|----------------------------|

Presentation:

Morgan Chegwidan

Approvals/Reviews:

Bob Salas
Theresa James
Tina Dierschke
Julia Antilley

Created/Initiated
Approved
Approved
Final Approval



**POLICIES AND PROCEDURES
FOR
SINGLE FAMILY NEW CONSTRUCTION
AFFORDABLE HOUSING ASSISTANCE PROGRAM
(AHAP) CITY OF SAN ANGELO
DEVELOPMENT CORPORATION**

Updated July 27, 2022

SINGLE FAMILY NEW CONSTRUCTION

AFFORDABLE HOUSING ASSISTANCE PROGRAM (AHAP)

1. Introduction and Purpose

The purposes of the City of San Angelo Development Corporation (COSADC) Single Family New Construction Homebuyer Assistance Program is as follows: 1) to increase home ownership in City of San Angelo identified neighborhoods targeted for revitalization; 2) to assist low to moderate income households with home purchases; and 3) to leverage private funds for these purposes with Federal and nonfederal grant funds. It is the goal of the Program to serve the maximum number of households within the approved annual allocation from COSADC (1/2 Cent Sales Tax) funding. Participants in the Program are as follows:

City of San Angelo Community & Housing Support Division (City Staff)
Income -Eligible Applicants
Preferred Lenders
Participating Non- Profit/For -Profit Contractors
Other Entities Providing/Encouraging Affordable Housing Development

The policies and procedures set forth herein are subject to approval and revision by the COSADC Board and City Staff responsible for administering the program. City Staff and approved program verifying non- profit organizations (with City Staff review) will determine income eligibility for grants and loans provided under the COSADC's Single Family New Construction AHAP.

Approved program verifying non- profit organizations may include additional requirements beyond the minimum requirements of these guidelines. Those additional program requirements, such as sweat equity, participation in IDA match savings and additional homebuyer education classes will be reviewed and approved by the Community Housing Support Division Manager.

2. Authority for Program / Administration of Program

- Program funded primarily by the economic development sales tax authorized under The Development Corporation Act of 1979, (the Act) as amended.
- Affordable housing is an eligible activity under the Act, and was approved by the voters in an election on September 11, 2004.
- COSADC's approved annual allocation for this program is \$335,000 subject to funding stream of sales tax receipts.
- COSADC is responsible for funding recommendations and community relations issues

- City Staff is responsible for oversight, and implementation of policies and procedures that have been reviewed and recommended by COSADC Board and adopted by formal resolution of the Board of the COSADC .

3. Types of Assistance

- Gap reduction/mortgage buy down up to \$**50,000** contingent upon the execution of a deferred, non-interest bearing 2ndLien Deed of Trust and Promissory Note due at the time the subject property is sold, proceeds from which will be used as reinvestment back into the Program.
- Deferred loan for the gap financing amount will be forgivable starting in year five (5) and extend thru the life of the mortgage and forgiven monthly thereafter in equal amounts.
- Required closing costs (if down payment assistance is unavailable from other sources).
- Purchase of lot, not to exceed \$5,000.00 which can include demolition of existing structures.

4. Eligible Applicants

- Applicants must reside in the City of San Angelo for a minimum of one year, or be currently employed with a local San Angelo business, the City of San Angelo, Tom Green County, or the San Angelo Independent School District for a minimum of one year.
- Applicant's gross annual household income may not exceed current income limits for low to moderate income households, as established and periodically revised by the U.S. Department of Housing & Urban Development (HUD). This is defined as households with incomes not to exceed 80% of the Area Median Income, adjusted for family sizes (24 CFR, §92.2 (9)).
- Applicants must be U.S. Citizens or permanent legal residents.
- Verification of homeowner's insurance, paid property taxes and homestead is required annually for the entire term the applicant resides at the property after closing is complete.
- An applicant, and co -applicant (if applicable), must be an individual who has not purchased real property within three (3) years prior of submitting an application for this Program. Co -applicants are defined as spouses and adult co-habitants.
- Income is calculated based on HUD-established procedures for calculating adjusted annual gross income (24 CFR, Subpart E §92.203).
- Applicants must provide a minimum of \$**500** in Earnest Money and/or contribution of time and effort (i.e. sweat equity) toward the purchase of their home. Sweat equity programs must be approved by staff and requires appropriate monitoring and verification as defined by staff.
- Each applicant must attend and complete a staff approved Homebuyer Education program prior to purchase of a home.
- Applicants will be served on a first -come -first-served basis, as funding allows, with minimum mortgage pre-approval qualification of \$**60,000** minimum. Homebuyers will be required to qualify for amounts to cover the higher sales price. However, debt -to-income ratios identified later in this document will still apply.

- Willing to relocate to one of the six (6) neighborhoods targeted for revitalization (see APPENDIX A).
- Must sign and submit to City Staff or organization approved for client processing a signed acknowledgement form that he/she has read the Program Policies and understands all his/his rights and responsibilities under the program.
- Applicants will be served as they become Bank Qualified and Income/Program Verified. The later date of either the bank qualification letter/Good Faith Estimate (GFE) and their completed Income/Program Verification shall be used to determine the order that they shall be served. The date of the first bank qualification letter/GFE and completed Income/Program Verification letter shall continue to be used for determining order even as the applicant must recertify every six months while waiting for AHAP buy-down funding approval.

5. Preferred Lenders – Mortgage Companies, Banks, and Other Financial Institutions

- A “Preferred Lender” is defined as a mortgage Lender partnering with the COSADC to promote and support the COSADC Single Family AHAP and which has been selected by an applicant.
- Applicants must apply for mortgage financing with one of the Lenders from the COSADC Preferred Lenders list or from a financial institution willing to become a Preferred Lender
- Owner finance options do not qualify as “Preferred Lenders”

6. To participate as a preferred Lender, the Lender must meet the following criteria:

- Agree to waive 10% of standard fees. The list of standard fees eligible to be considered for this waiver is subject to review and approval by the COSADC .
- “Sub-prime” loans will not be approved.
- Mortgage brokers will be required to waive 10% of their Origination Fee.
- Lend to low and/or moderate -income families.
- Agree to participate in the marketing of the COSADC’s Single Family New Construction Homebuyer Assistance Program
- Agree to pre- approve applicants before the prospective homebuyer can be fully eligible for the COSADC Mortgage buy down assistance and City’s down payment assistance and supply the applicants with a pre-approval letter.
- Lender agrees to contact the City Staff 30-60 days after an applicant becomes delinquent to the extent of becoming a possible foreclosure in order to pursue curable action.
- Any federally or state chartered financial institution may apply at any time to be on the COSADC ’s list of preferred Lenders.
- Must provide closing notification to staff at least three (3) workdays prior to closing to provide staff time to obtain payment information and secure funding for the project.
- Provide Homebuyer Education classes (in house) or through an approved third party.
- Establish an escrow account.
- Preferred Lenders will be expected to commit to these provisions in writing.

7. Lender Underwriting Guidelines:

- Payment -to-Income and Debt -to-Income Ratios not to exceed those established by the Federal Housing Administration (FHA) benchmarks.
- Collateral–Newly constructed or to be constructed house which meets or exceeds program minimum standards.
- \$500.00 minimum down payment (earnest money and/or sweat equity) from borrower.
- Minimum loan term– 20 years; 30 years preferable.
- Maximum Loan to Value Ratio –100% inclusive of City of San Angelo second mortgage loan
- Fixed Interest Rate comparable to current FHA 203(b) fixed rates adjusted for similar term, amount, and credit quality.

8. Homebuyer Education

- Homebuyers are required to take a homebuyers education class. City Staff accepts an online class at www.knowdebt.org. Client must pass exam and submit certificate to staff prior to closing.

9. Role of the Title Company

- Title Company is to close the loan on behalf of the Lender and homebuyer.
- Title Company provides City Staff with a HUD1 form (a list of buyers and sellers fees) 5 business days prior to closing the loan.
- City submits a check for the gap reduction/mortgage buy down and closing costs to the Title Company.

10. Eligible Properties and Inspections

- Eligible properties are newly constructed single-family homes financed through this Program and located within the neighborhoods targeted for revitalization as determined by City Staff.
- Single-family homes whose sale price to the buyer does not exceed **95%** of the area purchase price for single-family homes as established by HUD for the San Angelo area.
- Property must meet all inspections as specified by City Staff.
- Houses must meet minimum construction standards and specifications as set forth in APPENDIX B and all applicable City building codes.

11. Legal Documents

The City of San Angelo's Legal Department or designated outside counsel will review as to form all legal documents related to the sale of homes under this single family Homebuyers Assistance Program at least annually. Applicants are required to sign a Real Estate Lien Note and Deed of Trust document before release of funds to the Title Company. Legal documents to include Deed of Trust will reflect the following:

- Recapture provisions where the non- forgiven portion of the note will be repaid upon the sale of the housing unit.
- Deferred forgivable loan starting with the first month of the SIXTH (6th) year, and forgiven in a set amount each month for the remaining life of the mortgage. (The monthly amount to be forgiven beginning with the 61st month is calculated by multiplying the total sum then due on the note, not to exceed the original principal sum, by a fraction having a numerator of 1 and a denominator equal to the number of months left on the note).
- Allow COSADC to “cure” in cases where the client/borrower chooses to sell the home while having a portion of the note outstanding and un-forgiven. The right to cure will be preserved by execution of a “right of first refusal” by the client/borrower at closing. To exercise the right, COSADC would be required to “match” the sum and terms of a legitimate written offer of purchase made by a ready, willing and able potential buyer. COSADC would bid in the un- forgiven portion of the note, plus pay off the remaining balance of the bank note, and pay to the client any amount by which the offered purchase price exceeds the sum thereof. (The client will get the benefit of his/her equity in the property in the case of a voluntary sale.)

12. Variance from Homebuyer Assistance Program Policies and Procedures

Variances from these policies and procedures may be authorized by the Community & Housing Support Division Manager and shall only be granted under extraordinary extenuating circumstances and upon recommendation from the COSADC. Applicants or other program participants requesting such a variance must make a written request, providing a full explanation and description of the circumstances justifying the variance.

13. Rights and Responsibilities of the Applicant

- Submitting all information required to document eligibility for the program within a period of 30 days.
- Get pre -approved by a preferred lender.
- Reviewing, executing, and understanding the grant agreement, deed of trust, and associated documents.
- Notifying City Staff and approved program verifying non-profit organizations of any concerns and/or questions during the application process and homebuyer education period.
- Attending the mandatory homebuyer education classes.
- Keep in contact with their builder to keep abreast of the construction process.
- Support the City Staff in obtaining closing documents identified in the HUD-1.
- Work with builder to minimize the cost to the City.
- Agree to an escrow account to pay for annual taxes and insurance costs.
- Work with the builder in selection a lot, floor plan and acceptable sales price of their home. (If the applicant can't come to agreement with the assigned builder within 60

days, the applicant will be assigned the next builder from the qualified builders' list.

14. Grievance Procedures

If an application is denied, the applicant will be informed of his or her right to present an appeal and the timeframe to do so. An appeal must be made in writing and submitted to the Community & Housing Support Division Manager within 30 calendar days of the date the applicant is informed of the denial. The appeal will be presented first to the COSA Economic Development Director and may then be forwarded to the City Manager whose decision is final.

15. Role of Participating Organizations

Financial institutions, non-profit housing organizations, community development corporations, or redevelopment agencies acting on behalf of COSADC to administer an AHAP will be expected to conduct operations in a manner which is consistent with these guidelines. Though amounts of assistance, target client populations, and administrative procedures may vary, the following provisions in particular should be consistent with COSADC policy:

- 1) Income verification requirements.
- 2) First-come -first-served basis after clients have been approved by the bank and are income eligible. If clients are vetted and funds are no longer available for the fiscal year, they will be placed on a waiting list based on approval date and funded in the next fiscal year.
- 3) Requirement of fee waivers from participating Lenders.
- 4) Homebuyer education requirements.
- 5) San Angelo residency requirements.
- 6) Sale Price purchase limitations (95% of median sales price).
- 7) Retention of records (for all applicant households whether denied or approved) for a period of five years.

16. Rights and Responsibilities of Participating Organizations and City Staff

- Administering the program in a professional manner that ensures maximum effectiveness, efficiency and customer satisfaction.
- Timely communications with the applicant, title company, Lender and City Staff regarding all administrative procedures that affect completion of the purchase on behalf of the applicant.
- Determine eligibility of applicants to attend the classes.
- Advising the applicant regarding lending requirements.
- Clarifying with the applicant the advisability and eligibility of certain fees and/or charges.

17. Builders/Developers/Contractors

Local builders/developers/contractors (hereafter referred to as builder) interested in participating will need to contact the Community & Housing Support (CHS) Division and obtain an application. Once the application has been received, Staff will vet the application for past performance and current capacity and then make an approval determination with an

accompanying letter from the CHS Manager. If disapproved, builder may appeal to the COSADC Board. In order to support the local economy, builders from outside the city limits will not be approved to participate in the program. Other considerations for approved builders:

- Must obtain interim financing for the construction of the unit.
- Can either build at risk (i.e. build the unit without a qualified homebuyer at hand) or wait until a qualified homebuyer is identified by City Staff.
- When building with an identified qualified homebuyer, a construction agreement between the homebuyer and builder must be executed. City Staff will mediate the agreement.
- Must purchase the proposed lot prior to commencing construction.
- Must obtain an initial survey and final survey.
- Upon completion must notify the bank to order a final appraisal (cost to be covered by COSADC at closing.)

18. Special Provisions

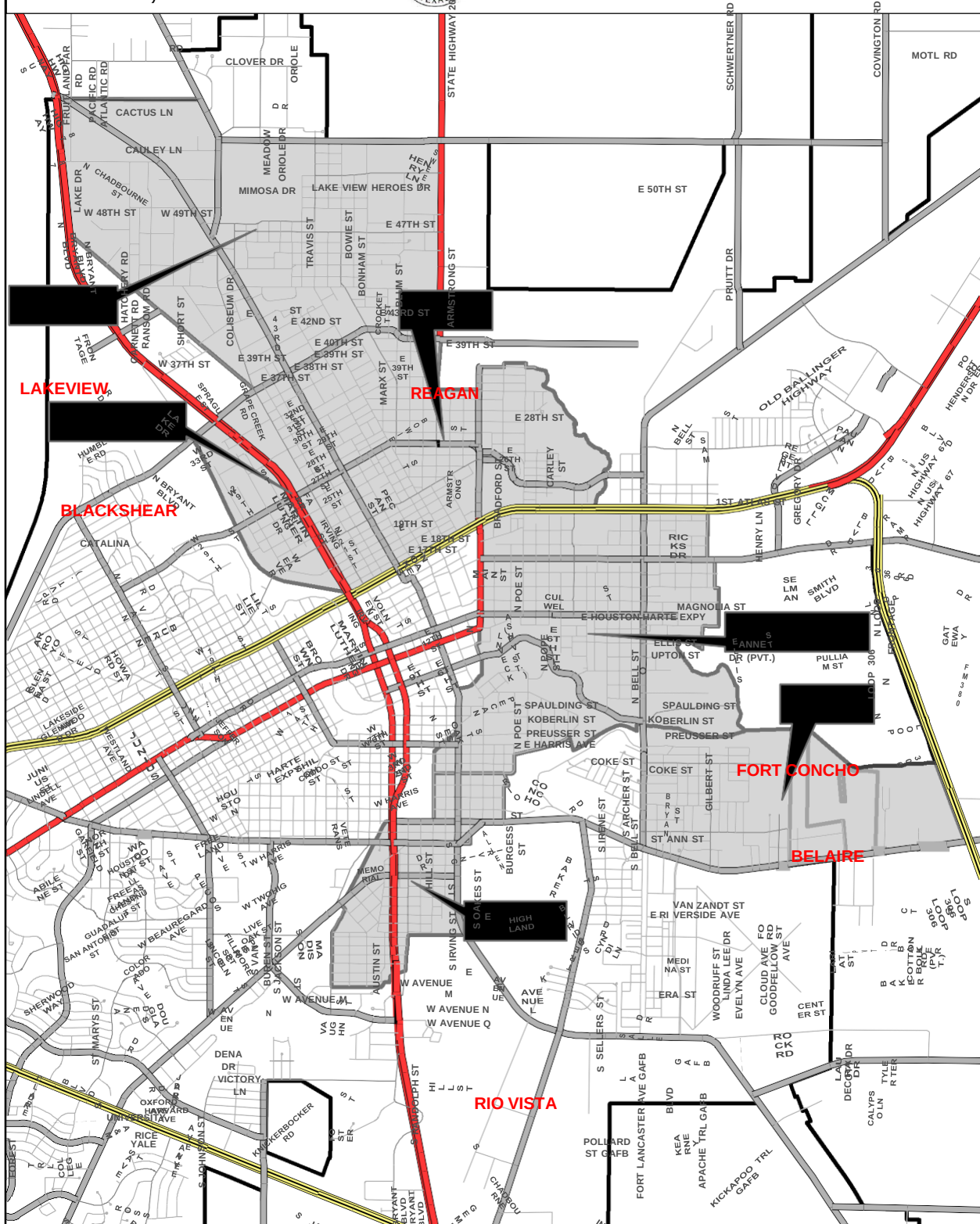
- In cases where the builder has completed the construction of the home and the client becomes ineligible for a mortgage, COSADC agrees to purchase the property if a qualified client cannot be identified within 60 days from the issuance of the Certificate of Occupancy. The purchase price cannot exceed 95% of the agreed upon sales price.
- In order of date of qualification, clients on the City's and approved program verifying non-profit organization's waiting list will be given the opportunity to purchase the home. Choosing not to purchase the home will not affect their position in the waiting list.

Date: 2/2/2018
COSA GIS Division
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Community Development Target Area Map

1 inch = 5,375 feet



Document Path: Y:\GISFiles\Dept Neighborhood Family Services\Functions\Target Areas CDBG\workarea\2018_Community_Development_Areas.mxd

APPENDIX B

CITY OF SAN ANGELO DEVELOPMENT CORPORATION HOMEBUYER ASSISTANCE PROGRAM:

SINGLE FAMILY HOME CONSTRUCTION STANDARDS AND MINIMUM SPECIFICATIONS

Minimum square footage (living): 1,200 Square Feet without including Garage

Garage: One car garage

Minimum No. bedrooms: 3

Minimum No. bath (full): 2 (one of which contains a full size tub)

Exterior materials: Brick or OSB backed Smart Siding

Foundation: Slab on Grade

Roofing materials (warranty): 20 Years

Insulation requirements (exterior walls, roof, etc): Comply with city code (R30 in Attic, R13 on Exterior Walls)

Appliances furnished (energy star rating): Range/Dishwasher/Refrigerator

Driveway: Concrete

Fencing: Wooden in Back Yard

HVAC with 13 SEER or as required by the DOE

All other standard construction requirements as set by city code will apply

** Above Standards Meet or Exceed the Minimum Standards Required by the City's Inspection and Permit Department as well as the energy efficiency standards in accordance with Title 42 U.S.C. 12708*

GENERAL PROCEDURES

The following is an outline of the normal sequence of events for a homebuyer assistance grant/deferred loan. For specifics, see attached Standard Operating Procedures (SOP).

Initial Contact with Potential Homebuyer

- The potential homebuyer inquires about the program through lenders, or Family Support Division, and receives a **Homebuyer's Assistance Packet** from the City Staff.
- The potential homebuyer submits a **Homebuyer Assistance Application** to City Staff, which includes information on income, credit history, social security number, and household size.
- The time and date that the application is received is stamped on all components.
- The applicant is required to furnish documentation to verify income, family size, and any other information necessary to verify eligibility.

Income Verification, Program Approval, and Lender Pre-approval

- City Staff will review the application information to determine income eligibility.
 - If applicant income is greater than 80% of the area median, Staff prepares a letter to the applicant notifying them that they are not eligible for assistance.
 - If applicant income is 80% of the area median or less, an interview will be scheduled with the applicant to verify all information and to thoroughly explain program procedures.
 - Applicants for homebuyer assistance must complete this income eligibility verification phase of the application process within 30 days. Incomplete applications will be returned to the applicant and may not be resubmitted for an additional 60 days.
- Income documents will include:
 - An IRS 1040
 - 3 months current paystubs
 - All income documentation must be current within 6 months of the application date
- City Staff will prepare a program approval letter for the applicant for later submission to their selected Lender.
- If the applicant is income-eligible and approved for the program, applicant contacts a respective Lender to get pre-approved for a minimum \$60K mortgage.
- Lender will provide pre-approval letter and initial Good Faith Estimate.
 - Although the GFE will change based on the actual sales price, an initial GFE provides the Staff critical information to help determine housing and debt to income ratios.
- Applicant returns the pre-approval letter to Family Support for filing.

Match up with Builders

- Staff will create and maintain a rotating list of eligible builders.
- Once approved for the program and pre-approved by the lender, City Staff will facilitate a meeting with the applicant (hereafter referred to as client) and the next eligible builder in order to begin the construction process.
- Builder will provide sales contract and builder and client will execute the contract.

- Sales contracts should include a clause specifying that the house must meet or exceed the construction standards and minimum specifications as set forth in Appendix B, as determined by an inspection by the City of San Angelo Inspection & Permits Division and the Family Support Division in order for the sale to go through.
- Based on the sales contract and amount of mortgage the client is pre-approved for, Staff will determine the amount of gap financing required
 - A letter will be sent to lender, SADC, client, and builder addressing the amount of funds to be committed for the project.
 - Funds will be reserved/committed to the project at this point.
- Client will select eligible lot from list provided by Staff.
- Builder will contact COSA Purchasing Division to begin the lot purchasing process.
- If client provides own lot, ownership documentation (transfer of lien) must be executed prior to start of construction.
 - Client will need to pay \$75 for a title search to ensure the clear title which will be part of the \$500 Earnest Money provided.
- Builder will be required to obtain interim financing.
- Client works with the builder to select appropriate options (colors, flooring, etc).
- Construction begins.

Construction

- Client and Staff will monitor construction quality control
- Upon 90% completion, Staff will initiate closing process
 - Contact the lender
 - Begin gathering required docs (see SOP for specific items)
- At construction completion, Builder will be required to obtain a Certificate of Occupancy
- Staff and Client will walk thru to identify corrections
 - A punch list will be developed and the Builder will be required to address all items on the punch list prior to setting up closing date

Closing

- Staff will coordinate closing with the lender, title company, builder, and client
- Title Company must submit a HUD-1 form to City Staff.
- A City check for the mortgage reduction, down payment and closing costs will be submitted to the Title Company on the closing date.
- A minimum of 3 business days must be allowed for check disbursements by the City.
- The Family Support Division Manager or his/her designee will review legal documents for execution by the homebuyer while the check is being processed.
- City Staff will secure the SADC and/or City's down-payment and mortgage reduction/gap reduction assistance through a second lien on the property.
- Before payment to the title company can be issued, the applicant provides proof of home owner's insurance coverage.
- The borrower will execute a Subordinate Lien Contract and Deed of Trust in the principal sum of the SADC Single Family New Construction Homebuyer Assistance Program Deferred Payment Loan.
- This Loan will bear an interest rate of zero percent (0%). As long as the borrower is not in default with any conditions of this Program or the Subordinate Lien Contract and Deed of Trust, all payments of principal will be deferred. Principal and five percent interest (5%) on unforgiven amount will be due and payable under the following conditions:

- a. Cessation of use as borrower(s) sole residence.
- b. The sale, lease, rental or transfer of Program property.
- c. Death of Borrow(s) unless transferred to a qualifying family member.
- d. Upon refinance of the 1st mortgage unless SADC agrees to subordinate.

Homebuyers Education Class

- Applicants are required to attend Homebuyer Education class at www.knowdebt.org or any other HUD-approved course with City staff approval.
- On-line versions require clients to pass an end of class test by 70% or better.

Record Keeping

- City Staff is responsible for maintaining a database of all prospective applicants, lenders, and builders.
- Records of all applicants to include those households denied assistance, will be maintained on file for 5 years.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider ratifying a lease agreement by and between the City of San Angelo Development Corporation and Vicki Terrill Coaching and authorizing the Board President or their designee to execute all necessary documents (Nolan Sosa)

Staff Recommendation:

Approve

Summary/History:

Vicki Terrill will be leasing an office space in the Business Resource Center. Mrs. Terrill is currently assisting the San Angelo Regional Manufacturers Alliance (SARMA) by improving leadership skills, identifying purpose, and inspiring team performance.

The Development Corporation Board of Directors approved this item during their July 27, 2022 Regular Meeting.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
700 (Economic Development)	700-0000-363-11-00	N/A	\$2,888.00

Financial Impact:

Other Information/Recommendation:

Staff recommends ratifying a lease agreement by and between the City of San Angelo Development Corporation and Vicki Terrill Coaching and authorizing the Board President or their designee to execute all necessary documents.

Attachments:

1. 22-0336 - DRAFT LEASE - TERRILL VICKIE 22-0336 - DRAFT LEASE - TERRILL VICKIE.docx

Presentation:

Guy Andrews

Approvals/Reviews:

Nora Nevarez
Guy Andrews
Tina Dierschke
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Final Approval

City of San Angelo Development Corporation

Business Resource Center

Office Lease Agreement

Basic Terms

Effective Date: July 1, 2022

Landlord: CITY OF SAN ANGELO DEVELOPMENT CORPORATION, a Texas municipal development corporation

Landlord's Address: 69 N. Chadbourne St., San Angelo, Tom Green County, Texas 76903

Tenant: Vickie Terrill

Tenant's Address: 69 N. Chadbourne Street, San Angelo, Texas 76903

Phone: (325) 234-6032

Email: vterrill@vickiterrillcoaching.com

Leased Premises: Office suite number 210.2 located on the second floor of the Business Resource Center, 69 N. Chadbourne St., San Angelo Texas, being approximately 100 square feet, as depicted in the diagram of second floor of the BRC, attached hereto as **Exhibit "A"** ("Leased Premises").

Term: One (1) year, commencing on the **Effective Date** and automatically extending for up to one (1) additional one year term, unless earlier terminated as herein provided.

Termination Date: June 30, 2023 subject to one extension of term for an additional year, Terminating on June 30, 2024

Permitted Use: Tenant shall use the Leased Premises for the limited purpose of professional business office and related uses.

Zoning: The Permitted Use shall be subject to use restrictions in the designated zoning district for the Leased Premises. At the commencement of the Lease Term the designated zoning district for the Leased Premises is "Central Business District" (CBD).

Initial Payment: Initial Rent Payment due and payable on execution of this Lease, is the sum of Seven Hundred Twenty and 00/100 Dollars (\$720.), which includes: (a) One time Security **Deposit** for one office suite ~~in the amount of~~(a) Four Hundred Eighty and 00/100 Dollars (\$480.00); ~~and~~ (b) first month's rent of Two Hundred Forty and 00/100 Dollars (\$240.00)

The deposit is refundable within 30 days of termination or expiration of the lease, net of amounts credited to reimburse landlord for reasonable expenses necessary to restore the Leased Premises to their condition at commencement of the lease, normal wear and tear excepted.

Monthly Rent: Except as provided herein for the Initial Payment, monthly Rent shall be in the sum of Two Hundred ~~Forty Ninty Nine~~ and 00/100 Dollars ~~(\$299.15—Suite 210.5) and Two Hundred Sixty Eight and 60/100 Dollars (\$268.60—Suite 210.6);~~ payable in advance on or before the 1st day of each month during the term of this Lease. Payments due under this Lease shall be made to the Landlord at 69 N. Chadbourne St., San Angelo, Texas 76903.

Commented [DB1]: Please double check. Above it says she is just leasing suite 210.2 with monthly rent at \$240.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises on an annual term with rent payable in advance in equal monthly installments.
2. Comply with all applicable laws, ordinances, rules and regulations relating to Tenant's occupancy, use and maintenance of the Leased Premises.
3. Pay when due the Initial Rent Payment, regular Rent payments and any other payment obligation of Tenant under the terms of this Lease.
4. Pay to Landlord a late charge ten percent of the rent due plus interest accrued on the balance past due at the lower of ten percent (10%) per annum or the maximum rate allowed by law. Acceptance by Landlord of late rent, charges or interest shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.
5. Pay all taxes on Tenant's property located on the Leased Premises.
6. Use the Leased Premises for the Permitted Use only and uses incidental thereto in compliance with applicable law.
7. Tenant shall return the Leased Premises to Landlord in the same condition as when received, reasonable wear and tear accepted.
8. TENANT AGREES TO INDEMNIFY DEFEND, AND HOLD HARMLESS, LANDLORD, ITS BOARD MEMBERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, FAULT, LIABILITIES, DEMANDS, SUITS, CAUSES OF ACTION, PROCEEDINGS OF ANY KIND AND JUDGMENTS FOR PERSONAL INJURY AND/OR PROPERTY LOSS OR DAMAGE, PLUS REASONABLE ATTORNEYS' FEES AND COST OF DEFENSE, WHICH THE INDEMNIFIED PARTIES MAY INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF THE SOLE OR JOINT NEGLIGENCE, ERROR, OMISSION, OR INTENTIONAL ACTS OF TENANT IN THE EXERCISE BY TENANT OF THE PRIVILEGES CONFERRED UNDER THIS LEASE.

THIS INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE THE INDEMNIFYING PARTY TO

INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Maintain Insurance as follows:

a. Tenant shall, at all times during the term hereof, maintain such insurance coverage as may be required by LandlordCITY and approved by the City of San Angelo Risk Manager of the types and in the amounts specified in **Exhibit "B"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein will defend and shall be drawn in the name of Tenant, with LandlordCITY, its board members, officers, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by LandlordCITY, its board members, officers, or employees, shall be excess and not contributory to that provided by Tenant. All such insurance, including renewals, shall be subject to the approval of the City of San Angelo Risk Manager for adequacy of protection and evidence of such coverage shall be furnished to the City Risk Manager 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 LandlordCity. 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 Tenant occupying or utilizing the Leased Premises, provided however, that Tenant shall at any time upon request file duplicate copies of the policies of such insurance with LandlordCITY.

b. Tenant shall notify City's Risk Manager of any reduction or exhaustion of insurance policy aggregate limits. Should Tenant fail to immediately secure other insurance, as specified, for any policy canceled before expiration of the Lease Term or any extension thereof, LandlordCity may procure such insurance and assess the cost thereof against Tenant as additional rent.

c. Tenant shall require its insurance carrier(s), with respect to Commercial General Liability and Automobile Liability insurance policies, to waive all rights of subrogation against LandlordCITY, its board members, officers, agents, guests, invitees, consultants and employees.

d. The procuring of such policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance of its obligations under the indemnification provisions of this Lease. Tenant's obligations are, notwithstanding said policies of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its occupation or control over the Leased Premises pursuant to this Lease or any extension thereof.

10. Vacate the Leased Premises on the last day of the Term.

B. Tenant agrees not to—

1. Use the Leased Premises for any purpose other than the Permitted Use, including that:

a. No permanent improvements shall be made or construction without the prior written consent of Landlord.

b. No storage or dispensing of petroleum products or hazardous materials without Landlord's prior written consent. ("Hazardous Material" being the presence of which requires investigation, notice or remediation under any federal, state or local statute, regulation, ordinance.)

2. Create or allow any nuisance or waste on Leased Premises.

3. Cause or allow a lien to be placed on the Leased Premises.

4. Assign this Lease or sublease any portion of the Leased Premises without Landlord's prior written consent.

5. Litter or leave trash or debris on the Leased Premises.

C. Landlord agrees to—

Lease to Tenant the Leased Premises subject to the terms and conditions herein provided beginning on the Commencement Date. Landlord covenants and agrees that at all times when Tenant is not in default under the terms of this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises for the Permitted Use shall not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord, except as otherwise may be specifically provided for under the terms of this Lease.

D. Landlord agrees not to—

Allow any use of the Leased Premises inconsistent with Tenant's Permitted Use, subject to the reservations of rights herein stated, and so long as Tenant is not in default.

E. Landlord and Tenant mutually agree to the following:

1. *Rent Adjustment.* N/A.

2. *Disclaimer of Warranties.* ALL WARRANTIES OF LANDLORD THAT MAY ARISE IN COMMON LAW ARE EXCLUDED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

3. *RESERVATIONS.* LANDLORD OPERATES THE BUSINESS FACTORY INCUBATOR PROGRAM AND IN ADDITION TO TENANT, OFFICE SPACE IN THE BRC IS OCCUPIED BY VARIOUS PRIVATE BUSINESS ENTITIES. LANDLORD IS RESPONSIBLE FOR BUILDING OPERATION AND MAINTENANCE OF COMMON AREAS, INCLUDING USE OF PARKING FACILITIES AND SECURITY. LANDLORD RESERVES THE RIGHT TO ADOPT REASONABLE RULES AND REGULATIONS RELATING TO OFFICE USE OF THE BRC BY MULTIPLE PRIVATE BUSINESS ENTITIES, IN ADDITION TO CITY, CITY OFFICES, AND ASU SMALL BUSINESS DEVELOPMENT CENTER. TENANT AGREES TO COMPLY WITH SUCH RULES AND REGULATIONS.

4. *Termination of Lease.* Landlord or Tenant may terminate this lease for convenience on thirty (30) days written notice to the other party. *The foregoing provision for termination is in addition to termination pursuant to Default* by Tenant, under Section 9 herein.

5. *No Encumbrances.* Tenant shall not have the right to encumber the Leased Premises.

6. *Transfer, Assignment and Subletting.* Tenant may not transfer, assign or sublet the Leased Premises, in whole or in part, without the prior written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.

7. *Fees Related to Leased Premises.*

a. *Utilities:* Usual utilities (electric, water, HVAC) are provided by Landlord. Telephone and other services are provided by Tenant at Tenant's expense. Any use of Landlord's copier will be charged as additional rent at the rate of \$.10 per page for color copies. Landlord will permit Tenant up to 250 black and white copies per month without charge. Each black and white copy exceeding 250 in any calendar month will be charged as additional rent at the rate of \$.08 per page.

b. Tenant will be permitted occasional use of the conference room located on the first floor of the BRC without charge, unless Tenant charges a fee for attendees at a meeting or event utilizing the conference room. Tenant will be charged as additional rent at the rate of \$75 for half day (up to four hours) or \$175 for full day (exceeding four hours but not more than eight hours). Scheduling of use of the conference room will be pursuant to BRC policy approved by Landlord.

c. *Taxes:* Tenant shall be solely responsible for the payment of any taxes assessed relating to Tenant improvements or personal property placed upon the Leased Premises. Tenant shall pay all such taxes, charges, and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and **Tenant agrees to indemnify and save harmless Landlord from all such taxes, charges and assessments.** Failure to pay such taxes and assessments as provided herein shall, at the option of Landlord, result in termination of this Lease.

8. *Default by Tenant/Events.* The following shall constitute events of default by Tenant:

- a. failure to timely pay Rent or other charges payable by Tenant under this Lease; or,
- b. failure to comply with any provision of this Lease Agreement other than timely payment of Rent.

9. *Default by Tenant/Landlord's Remedies.* Landlord's remedy for Tenant's default, after providing a notice describing the nature of default and such default continues for a period of ten (10) days after notice, is to terminate this Lease Agreement by written notice, take possession of the Leased Premises, and seek judicial relief for costs, rents due and such other damages or relief to which Landlord may be entitled. Landlord may enter and take physical possession and control over the Leased Premises on termination of this Lease by self-help, and may prohibit the Tenant in default or any other person who may be occupying the Leased Premises, from access thereto or the use thereof, and shall not be liable in trespass or for damages therefore.

10. *Default/Waiver/Mitigation.* It is not a waiver of default if the Landlord fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Lease does not preclude pursuit of other remedies under this Lease or provided by law.

11. *Reimbursement of Landlord's Expenses.* Tenant shall pay on demand Landlord's expenses necessarily incurred, including, but not limited to attorney's fees and court costs, to enforce any Tenant obligation under this Lease or to terminate this Lease for Tenant's default and retake physical possession of the Leased Premises.

12. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

13. *Notices.* Any notice required or permitted under this Lease must be in writing and delivered to the address for the recipient party. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) on the second day after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address below. Notice may also be given by personal delivery or commercial courier delivery and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other party as provided herein.

LANDLORD:

City of San Angelo
Attn: Dir. of Economic Development
69 N. Chadbourne St.
San Angelo, Texas 76903

TENANT:

Vicki Terrill
69 N. Chadbourne Street, Ste. 210.2
San Angelo, Texas 76903

14. *Entire Agreement.* This Lease Agreement constitutes the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Leased Premises by Landlord to Tenant that are not in this Lease Agreement.

EXECUTED by the parties in duplicate originals on the dates indicated below.

TENANT:

Vicki Terrill Coaching

BY: _____
Vicki Terrill

DATE: _____, 2022

LANDLORD:

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

Attest:

Nora Nevarez, Corporation Secretary

BY: _____
Max Puello, President

DATE: _____

APPROVED AS TO FORM

APPROVED AS TO RISK

Brandon Dyson, Deputy City Attorney

Charles Hagen, Risk Manager

COSADC/Vicki Terrill Coaching



210.8 124 sq. ft. Vacant	210.7 197 sq. ft. A&M Electric	210.6 144 Sq. Ft. Shad Wisener	210.5 191 sq. ft. Shad Wisener
			210.4 Vacant 161 Sq. Ft.
210.2 100 sq. ft. V. Terrill	210.1 105 sq. ft. Vacant		

EXHIBIT “B”

SPECIAL INSURANCE RIDER

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

- 1.1 **Commercial General Liability.** Tenant shall obtain and maintain policies of insurance covering the Leased Premises and Tenant’s activities thereon at all times during the Term, including comprehensive general liability insurance with a minimum combined occurrence and annual limitation of \$1,000,000.00; and Fire Damage on the building and fixtures with a minimum combined occurrence and annual limitation of \$150,000. This policy shall be an occurrence-type policy and shall protect Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Tenant’s employees) and damage to property of ~~Landlord~~City or others arising out of the act or omission of ~~Tenant~~Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by ~~Tenant~~Provider under the paragraph of this Agreement entitled “Indemnification”.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider ratifying a lease agreement by and between the City of San Angelo Development Corporation and The Gold Beacon, PLLC and authorizing the Board President or their designee to execute all necessary documents (Nolan Sosa)

Staff Recommendation:

Approve

Summary/History:

Kimberly Henry, CEO/Founder of The GOLD Beacon, PLLC has applied to participate in the Development Corporation's Business Factory, Business Incubator program. She will be leasing an office suite. Ms. Henry honorably served 10 years in the US Navy as a Signals Analyst and Sexual Assault Victim Advocate. She recently received a Veteran Women Entrepreneurs grant from the Texas Women's University Center for Women Entrepreneurs. She will consult for-profit and non-profit on preparing grant applications, strategic planning outlines, and training curriculum.

The Development Corporation Board of Directors approved this item during their July 27, 2022 Regular Meeting.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
700 (Economic Development)	700-0000-363-11-00	N/A	\$3,067.20

Financial Impact:

Lease Agreements are subject to extension upon mutual agreement of the tenant and the Development Corporation's Authorized Representative.

Other Information/Recommendation:

Staff recommends ratifying a lease agreement by and between the City of San Angelo Development Corporation and The GOLD Beacon, PLLC and authorizing the Board President or their designee to execute all necessary documents.

Attachments:

1. DRAFT Agreement_The Gold Beacon PLLC DRAFT Agreement_The Gold Beacon PLLC.docx

Presentation:

Nolan Sosa

Approvals/Reviews:

Nora Nevarez

Guy Andrews

Tina Dierschke

Theresa James

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Final Approval

CLIENT GRANT, LICENSE AND SERVICE AGREEMENT

This agreement (the Agreement) is made and entered into as of **August 1, 2022**, by and between City of San Angelo Development Corporation (COSADC), a Texas Non-Profit Corporation, and The GOLD Beacon, PLLC, d/b/a/ (Licensee), a Professional Limited Liability Company based in San Angelo, Texas.

WITNESSETH:

WHEREAS, COSADC was formed, in part, to aid, assist, and encourage entrepreneurship and business development in the Concho Valley; and,

WHEREAS, COSADC has instituted a Business Incubator Program (the Program) where COSADC provides discounted facilities and services to small, newly formed business enterprises (the Clients) in order to facilitate the growth and success of the Clients and to promote the overall economic development of the Concho Valley; and,

WHEREAS, Clients who apply and are accepted into the Program agree to locate themselves in COSADC/Business Resource Center facilities, participate in educational seminars and business consulting provided by COSADC and ASU SBDC, and pay graduated, subsidized license fees for use of COSADC facilities, services and equipment; and

WHEREAS, Licensee has been accepted into the Program as a Client;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties named above do hereby contract, covenant, and agree as set forth below:

ARTICLE I INCUBATOR PROGRAM

Section 1. Incubator Program. The Licensee agrees to use his, her, or their best efforts to follow the obligations set forth in the Personalized Incubator Program, attached hereto as Exhibit A, within the time frames set forth therein. Any failure to meet these obligations strictly within the time frames set forth, other than a failure which is solely due to the action or inaction of COSADC, will be considered a material breach of this Agreement and will constitute a default within the meaning of Article VI.

Section 2. Reporting Requirements. Licensee, as a participant in the Program, will be expected to provide information regarding the operation of its business to COSADC on a quarterly basis as described more fully in the Incubator Personalized Incubator Program.

A. Licensee grants COSADC a non-exclusive license in perpetuity to use information compiled by COSADC and LICENSEE, trade names, or trademarks for the following purposes:

- i. to determine the effectiveness of the Program;

ii. to allow COSADC to market the Program to potential Clients and funding sources; and,

iii. to meet the reporting requirements of COSADC's current funding sources.

B. COSADC agrees that information compiled by COSADC will only be reported to third parties either (i) on an aggregate basis, (ii) as anonymous statistical compilations, or (iii) pursuant to a valid confidentiality agreement consistent with COSADC policies on confidentiality and pursuant to the Texas Public Information Act.

C. COSADC staff may, from time to time, request in writing additional information not listed on the Personalized Incubator Program, and Licensee will make a good faith effort to comply with such requests within the time period specified; however, Licensee will not be required to comply with additional information requests not specified in the Personalized Incubation Program if the compilation of the response would result in a significant additional cost to Licensee.

Section 3. Graduation. The Licensee shall be deemed to have graduated from the Program when all conditions to graduation, as listed in the Personalized Incubation Program, have been met. In the event that the Agreement terminates prior to the time Licensee meets the conditions to graduation, the Licensee will be deemed removed from the Program without graduating.

ARTICLE II TERM

Section 1. Agreement Term and Renewal. Unless otherwise terminated as provided below, this Agreement shall remain in force for **one (1) year** from the date hereof. If, at the end of the initial term of this Agreement or any renewal thereof, Licensee is not in default of any term, condition, or covenant contained herein, including any performance criteria as set forth in Exhibit A of this Agreement, this Agreement may be renewed for **Three (3) successive one year terms**; however, in no event, shall the total term of this Agreement extend past or be renewed to extend past **FOUR (4) years** from the date hereof.

Section 2. Termination by Graduation. Graduation of Licensee will terminate this Agreement immediately; however, no such graduation shall take place without the COSADC receiving at least **two (2) months prior notice** of the date of such graduation and subsequent termination.

Section 3. Early Termination by Licensee. Provided Licensee is not in default of any term, condition or covenant contained herein, Licensee shall have the right to terminate this Agreement without the consent of COSADC only as set forth below.

i. Licensee must give COSADC at least one (1) month prior notice of early termination, which termination will not be effective until the last day of the last full calendar month that falls (1) one month after Licensee's notice.

ii. Licensee may vacate the Premises prior to the expiration of the **one (1) month** period from the date of such notice of termination if Licensee pays in advance, prior to vacating

the Premises, all fees then due including any increase in fees made by COSADC pursuant to this Agreement.

Section 4. Fees Incurred Post Termination. After the effective date of any termination of this Agreement, Licensee will remain liable for any accrued but unpaid fees under this Agreement and any new fees incurred thereafter as described in Article V, Section 6. Any such amounts shall be immediately due and payable as incurred and shall bear interest at the statutory judgment rate until paid in full.

Section 5. Default Terminations. COSADC and Licensee shall have the right to terminate this Agreement pursuant to the terms of Article VI, Section 2, or Section 3, as applicable.

ARTICLE III SERVICES

Section 1. Grant of Services. COSADC shall provide for the Licensee's use of the facilities, equipment, and services set forth on the List of Program Services, attached hereto as Exhibit B, free of charge to the Licensee as a participant in the program. The fair market value of such facilities, equipment, and services shall be deemed charitable grants to the Licensee in accordance with COSADC's Purpose and the administration of grant funds given to COSADC by third parties.

Section 2. Fee-Based Services. COSADC shall provide for the Licensee's use of the facilities, equipment, and services set forth on the List of Fee-Based Services, attached hereto as Exhibit C, for the fees and at the rates described therein. The amount of any difference between (i) the fair market value, and (ii) the fees actually charged to Licensee by COSADC for such facilities, equipment, and services, shall be deemed charitable grants as described in Section 1 above.

A. Fee-Based Services shall be provided to Licensee on an as-needed basis when Licensee notifies COSADC of its intention to use such services.

B. Fee-Based Services billed in advance (as indicated in EXHIBIT C, List of Fee-Based Services).

ARTICLE IV PREMISES

Section 1. Premises. COSADC hereby agrees to grant to Licensee an exclusive license to use **124 sq. ft. of office space** (Office #210.8) comprised of 1 individual office, and a non-exclusive license to use common hallways, kitchens, and restroom facilities (the Premises) at the COSADC facility at 69 North Chadbourne Street, in San Angelo, Texas, Tom Green County (the Business Resource Center Site), for the full term of this Agreement.

A. The Premises granted per term of this lease agreement are designated as Office # 210.8 on the floor plan of the Business Resource Center Site attached hereto as Exhibit D (the Floor Plan).

B. The Licensee will be granted 24-hour access to the Premises, 7 days per week. Licensee will be assigned an access door card. The licensee is responsible to report a lost card immediately to the COSADC staff.

C. Premises are assessable to Licensee and employees of the Licensee provided the employees have received a criminal background check by the Licensee and provided to the COSADC representative prior to issuance of an access card.

D. The Premises will be furnished to include the following, per leased space:

i. One telephone instrument (if needed) and telephone jack, and one Internet/printer network jack per room

ii. Furniture and Equipment for **Office # 210.8 (inventory number):**

Example:

- One - desks (Inventory no. 10)
- One - 5 shelf bookcase 10 ¼ X 36 (Inventory # BO 008)
- One - Black office chair (BOC 009)
- Two- blue side chairs (SCO 031 & SCO 456)

E. All utilities, janitorial service, except telephone service used in or about the premises shall be provided by COSADC. Air conditioning and central heating, in season, on business days will be provided during regular business hours of 7:00 a.m. to 6:00 p.m., and at a temperature and in amounts as are considered by COSADC to be standard or in compliance with any governmental regulations. Any such service at times other than regular hours will be furnished upon not less than twenty-four (24) hours advance notice from Licensee. Fees for such extra utilities and janitorial services will be billed by COSADC monthly as set forth in Article V.

F. There are to be absolutely no space heaters used in or around offices; this is a fire hazard and is so noted in the Fire Safety Code.

G. Notwithstanding this Section 1, Licensee will have access to all areas of the COSADC Site provided to Licensee as Program Services or Fee-Based Services.

Section 2. Alteration of Premises. Notwithstanding Section 1 above, or the areas designated in the Floor Plan, COSADC reserves the right to alter the physical location of the space which shall be designated the Premises hereunder as outlined below.

A. Any alteration of the Premises by COSADC shall be with at least two (2) months advance notice in writing to Licensee, which notice shall include the effective date of such change and an updated Floor Plan. Upon such effective date, the newly designated Premises and Floor Plan shall be incorporated into this Agreement and considered the only Premises and Floor Plan for all purposes under this Agreement.

B. No alteration or relocation shall be made which would materially decrease or increase the total square footage of the Premises occupied by the Licensee without consultation with Licensee.

C. Upon alteration or relocation of the Premises, the License Fee described in Article V, Section 1(A) shall be decreased or increased on a square footage basis as of the effective date of such alteration.

D. Licensee shall have the right hereunder to request in writing the square footage of the Premises be increased or decreased. COSADC shall, in its sole discretion, decide whether or not to make such alteration; however, COSADC shall in good faith use reasonable effort to accommodate Licensee requests if such requests comport with the overall COSADC plans for the Program, needs of other Program participants, and the Business Plan of the Licensee. COSADC shall respond in writing to any such request of the Licensee within two (2) months of the date of such request.

E. **Interruption in Service.** Should any of the equipment or machinery provided as part of the Premises break down or for any reason cease to function properly, or should any of the utilities or janitorial services provided by COSADC cease to operate, COSADC shall use reasonable diligence to repair or restore the same promptly; however, Licensee shall have no claim for default or termination of the License as a result of any such repairs or interruption of services.

F. **Access.** COSADC staff and any contractors thereof, including custodial service personnel, shall have the right to enter the Premises as needed for building maintenance and upkeep. COSADC shall make a good faith effort to give prior notice to the Licensee of any such entry and schedule the times for such entry where appropriate. **Under no circumstances shall the Licensee change any of the locks on any part of the Premises without the prior written consent of COSADC.** In the event any locks on any part of the Premises are changed during the term of this license for any reason, Licensee must immediately make available to COSADC copies of keys with which to enter the Premise.

G. **Security Deposit.** Licensee, at the time of the execution of this Agreement, shall pay a deposit to COSADC in the sum of \$511.00 dollars and 20 cents (the Security Deposit). This deposit is to ensure the payment of all amounts due under this Agreement and that the Licensee, upon the termination of this Agreement, leaves the Premises in the same condition they were in at the time of this Agreement, reasonable wear and tear alone excepted. The Security Deposit shall not be considered an advance payment of any fees or a measure of COSADC's damages in case of the occurrence of any default under this Agreement. Licensee shall not be entitled to receive any interest on the Security Deposit, and COSADC may commingle the same with other monies of COSADC. The Security Deposit is considered twice the amount of the License and Service monthly fees (License & Service Fees x 2). License and Service fees cover programs and services calculated as per Article V Section 1. List of programs and services is located in Exhibits B and C.

H. Upon the termination of this Agreement and surrender of the Premises to COSADC, Licensee will deliver to COSADC in writing a forwarding address and request a return of the

Security Deposit. COSADC will, within sixty (60) days from the receipt of such notice, return the deposit or return any balance that might be remaining less any obligations owned by Licensee to COSADC under this Agreement.

I. Deductions from the security deposit shall be made for any amounts then due under this Agreement and for any damage done to the Premises including, but not limited to, insufficient light bulbs, scratches, burns, stains, holes in the wall, as well as damage to personal property of COSADC on the Premises, if any. In addition, COSADC may deduct the cost of any repainting or carpet cleaning if COSADC, in COSADC's sole discretion, deems the same to be appropriate.

J. If none or less than the full amount of the deposit is returned to Licensee, COSADC will, at the time of the return of any balance remaining or at the time of demand upon Licensee for any additional amount due, advise Licensee as to the use made of the deposit.

Section 3. COSADC Maintenance of Premises.

A. Licensee expressly agrees that COSADC shall have no duty or obligation whatsoever unless specified below, to make any subsequent repairs to the Premises, the COSADC Site, or any part of either during the term of this Agreement which affects or may affect the use of the Premises or the physical well being, health or safety of the Licensee, whether or not the Premises are later in a state of disrepair by reason of ordinary wear and tear or otherwise.

B. Licensee expressly acknowledges and understands that the license fees agreed to by the parties hereto take into account the fact that the Licensee is to have the use of the Premises "as is" in its present condition.

C. COSADC agrees to maintain the Premises and the COSADC Site in such condition as Licensee found the Premises and COSADC Site on the date hereof, ordinary wear and tear excepted, which shall include minimal maintenance for continued reasonable use of all items listed in Article IV, Section 1.

D. Licensee expressly agrees to cooperate with any maintenance or renovation work COSADC decides, in its sole discretion, to perform on the Premises or the COSADC Site; provided that Licensee is not denied use of the Premises for more than two consecutive days as a result of any voluntary maintenance or renovation work conducted by COSADC.

Section 4. Licensee Maintenance of Premises.

A. Licensee hereby accepts and acknowledges that the Premises have been tendered to Licensee in good condition and agrees to take good care of the Premises.

B. Licensee will make no alterations, additions, repairs, improvements or installation of fixtures without the prior written consent of COSADC.

i. Any alterations made or fixtures installed on the Premises by Licensee hereunder shall become the property of COSADC, and shall be surrendered with the Premises upon termination of this Agreement without compensation to Licensee.

ii. COSADC shall have the right upon termination of this Agreement to direct Licensee by written notice to remove or repair any alterations made or fixtures installed (whether or not such alterations or fixtures are the property of Licensee or COSADC) on the Premises; and Licensee, upon such notice, shall have an obligation to promptly complete such removal or repair at Licensee's own expense and repair any damage to the Premises caused by any such removal.

C. Licensee agrees to notify COSADC promptly, in writing, if any portion of the Premises is out of repair, and to reimburse COSADC for any damages caused by the negligence or misuse of Licensee or Licensee's agents, Licensees, invitees, or guests, or any other occurrence attributable to Licensee or Licensee's agents, Licensees, invitees, guests.

Section 5. Surrender Procedures. Upon termination of this Agreement, Licensee shall surrender the Premises to COSADC upon the effective date of such Termination in the same condition as when the term of this Agreement commenced, ordinary use and wear accepted.

Section 6. Abandoned Property. Upon surrender of the Premises by Licensee, all tangible personal property left by the Licensee for any reason in or upon the Premises shall be conclusively deemed to be abandoned by Licensee (Abandoned Property). After the expiration of sixty (60) days from such surrender and abandonment, Licensee hereby authorizes COSADC to dispose of the Abandoned Property as COSADC, in COSADC's sole discretion, deems necessary and in a manner COSADC deems fit and proper, and without recourse by the Licensee. COSADC herein is further given the express right to use the Licensee's security deposit described in Article IV, Section 2(G) above to cover COSADC's expenses in storing and disposing of the Abandoned Property.

Section 7. Hazardous Material. Licensee will not keep or permit any materials at or around the Premises which would cause suspension or cancellation of any fire and extended insurance coverage maintained by COSADC, or cause an increase in the premiums thereof.

Section 8. Chemical Use. Any chemicals to be used or stored within the Premises must be registered with and approved by COSADC. A current list of every chemical used by the Licensee must be given to COSADC, including a copy of the corresponding Material Safety Data Sheet (MSDS) for each chemical. COSADC shall have the right to periodically request an updated list and MSDS sheet to keep on file.

Section 9. Remedial Environmental Action. Licensee agrees that it will undertake any remedial or removal action that may be required by COSADC or any government authority or court concerning any environmental contamination, including any soil or water contamination, relating to and arising out of Licensee's operations at the Premises. If Licensee fails to cause such remedial or removal work to be done in a timely manner in compliance with any governmental requirements, COSADC shall have the right to contract on behalf of Licensee to have such work completed and shall

be indemnified by Licensee for any costs related to such work or the procurement of such work. Nothing in this Section 9 shall relieve Licensee of any of its indemnity obligations under Article VIII.

Section 10. Assignment and Subletting. Licensee shall not assign all or any portion of its license for the Premises (including any attempted sublet) without the prior written consent of COSADC. Any such attempted assignment shall have no force or effect and will not operate to relieve Licensee of any of its obligations under this Agreement.

Section 11. Taxes. Licensee shall be responsible for and agrees to pay all taxes and all other charges and assessments levied upon the Licensee's personal property, including trade fixtures and inventory, kept in or about the Premises during the term of this Agreement, as and when the same shall become due and payable and before delinquency.

ARTICLE V LICENSE AND SERVICE FEES

Section 1. Payment of Fees. The Licensee shall pay the following fees due to COSADC on a monthly basis, by the **first (1) business day** of each calendar month in which such fees become due.

License Fees. The Licensee shall promptly pay to COSADC in advance at the time set forth above without demand, offset, or deduction a monthly license fee for use of the Premises of a sum of **\$80.60** per month, based on \$0.65 per square foot of space in the Premises for current year lease rate. Total monthly payments, including the service fee of \$175.00, equal **\$255.60**.

Licensee shall continue to have access to incubation services until the end of the first year term, at which time this Agreement may be renewed at a rate of \$.90 per square foot in Year 2, \$.95 per square foot in Year 3, \$1.00 per square foot in Year 4, and a \$175.00 service fee. These rates are subject to change as the stated in Article V, Section 2.

Should Licensee need additional office space, and if available, the Licensee will be required to pay an additional deposit, and license fees.

A. **Service Fees.** On or before the **first (1) of each month**, COSADC shall submit to Licensee a statement of all fees incurred or payable in advance pursuant to the List of Fee-Based Services outlined in Exhibit C, List of Fee-Based Services. A monthly service fee will be **\$175.00**.

B. **Late Fee Payments.** If any fees are not paid on or before the fifth (5) day after such fees become due under this Agreement, Licensee shall pay a late charge of **\$50.00**.

C. **Returned Check Fees.** Licensee agrees to pay a **\$50.00** charge for each returned check, bank fees, plus late payment charges, if applicable.

D. **Above Fee Amounts.** COSADC shall submit to Licensee a statement of any amounts over the monthly allowable fees-base service. These amounts will be charged above the stated monthly fee. Example of these charges are more than one Network user, for color copies per tier rates, and additional IT Services.

Section 2. Adjustment of Fees. Licensee hereby acknowledges that COSADC has set many of its fees below market rates to assist licensee in creating a successful business enterprise. Licensee also acknowledges that, at the point of any renewal of this Agreement pursuant to Article II, Section 1, COSADC will have the right to adjust fees payable pursuant to Sections 2(A) and 2(B) of this Article V, as set forth below.

A. COSADC shall have the right to increase the fees it charges by no more than 25% for anyone renewal.

B. COSADC shall have the right to remove any facility, equipment, or service from the List of Program Services and add it to the List of Fee-Based Services, at which point COSADC will begin charging a fee for such facility, equipment, or service.

Section 3. Dishonored Checks. If any check from Licensee is dishonored for any reason by the Licensee's bank, thereafter COSADC, may, at COSADC's option, require all payments due hereunder to be paid by cashier's check, bank certified check, or money order.

Section 4. Interruption in Service. Should any of the equipment or machinery provided as part of the Premises break down or for any reason cease to function properly, or should any of the utilities or janitorial services provided by COSADC cease to operate, COSADC shall use reasonable diligence to repair or restore the same promptly, but Licensee shall have no claim for rebate or abatement of license fees or damages on account of any interruption in service occasioned from the repairs.

Section 5. Contractual Lien. Licensee does, upon the execution of this Agreement, grant to COSADC an express contractual lien and security interest in all fixtures, goods, and property of the Licensee now or hereafter placed in or upon the Premises, in order to secure the prompt payment of fees or other amounts due under this Agreement and full compliance by Licensee of all obligations under this Agreement. Licensee authorizes COSADC to execute and file a UCC-1 Financing Statement in favor of the COSADC to properly record this lien. This contractual lien shall be in addition to such statutory liens as COSADC may be entitled to under and by virtue of the laws of the State of Texas as presently existing or as may be amended. In order to exercise contractual or statutory lien rights when Licensee is in default under this Agreement, COSADC may peaceably enter the Premises and remove and store all covered, non-exempt property therein; provided, however, either Licensee will be present or written notice of entry will be left at the Premises.

Section 6. Post-Termination Fees. Licensee will incur fees under this Article after the effective date of any termination of this Agreement, for whatever reason, if Licensee:

A. (i) Continues to occupy the Premises or any other COSADC facility (in person or through storage of Licensee's personal property there), in which case, Licensee will be liable for double the then applicable license fee for use of the Premises, payable in advance, and Licensee will be liable for a full month's license fee for any partial month of occupation; or

B. (ii) Continues to use or retain possession of any COSADC personal property or equipment.

ARTICLE VI DEFAULT

A. **Licensee Default.** Any one or more of the following events shall be deemed a default by Licensee under this Agreement:

B. Licensee fails to pay on the date due any fees owed pursuant to Article V or any other monetary obligations to COSADC incurred as a result of this Agreement, fails to observe or perform any of its non-monetary promises or obligations under this Agreement, or breaches any representation or warranty made under this Agreement.

C. After notice from COSADC, Licensee fails to immediately cure any potentially hazardous condition that Licensee has created on the Premise or COSADC Site.

D. Licensee abandons the Premises prior to the full term of the Agreement without having first given appropriate notice to COSADC of termination of the Agreement pursuant to Article II, Section 3.

E. Licensee makes an assignment for the benefit of creditors, files a petition for protection under federal bankruptcy laws or similar laws, or any third party institutes a suit for any or the forgoing or to appoint a receiver or trustee for Licensee.

F. Licensee allows smoking of any substance and/or alcohol on Premises.

G. **Rights and Remedies Upon Licensee Breach.** If a Licensee Default occurs, COSADC shall have the following rights and remedies.

H. COSADC may terminate this Agreement by giving Licensee a 30 day written notice, which shall include a description of the Licensee Default and what measures Licensee must take to cure such default. Cure of such default prior to the expiration of the 30-day period shall eliminate this right to termination with respect to any default described in the notice of Licensee Default delivered; however, COSADC may terminate this Agreement immediately without notice if Licensee has already received three (3) valid notices of default within the prior 12 month period, or if the default in question involves the breach of a representation or warranty.

I. If COSADC terminates this Agreement as provided by Section 2(A) above, COSADC shall be entitled to recover from Licensee all unpaid license fees or other sums provided for by law or as otherwise provided for in this Agreement.

J. If COSADC terminates this Agreement as provided by Section 2(A) above, COSADC, without further notice, may re-enter the Premises without being liable for prosecution for such entry and take possession of the Premises and remove all persons or property from the Premises.

K. If COSADC terminates this Agreement as provided by Section 2(A) above, COSADC shall be entitled to immediately exercise its lien rights under Article V, Section 5.

L. If COSADC terminates this Agreement as provided by Section 2(A) above, COSADC may re-license the Premises at its discretion. Any license fees received as a result of such re-license shall be applied first to the expenses incurred by the COSADC in entering and re-licensing, and then to the payment of amounts due under this Agreement. Notwithstanding any such re-licensing, Licensee shall remain liable for any deficiency in the total amount due under this Agreement.

M. COSADC Default. Any one or more of the following events shall be deemed a default by COSADC under this Agreement:

- i. COSADC fails to observe or perform any of its promises or obligations under this Agreement, or breaches any representation or warranty made under this Agreement.
- ii. After notice from Licensee, COSADC fails to immediately cure any potentially hazardous condition that COSADC has created on the Premise or COSADC Site, but only if such condition on the COSADC Site affects Licensee's reasonable use of the Premises.

Section 2. Rights and Remedies Upon Licensors Breach. If a default by COSADC occurs, Licensee may terminate this Agreement by giving COSADC a 30-day written notice, which shall include a description and demand for cure of the Default. Cure of such default prior to the expiration of the 30-day period shall eliminate this right to termination with respect to the notice of default delivered.

Section 3. Cumulative Remedies. The rights and remedies provided by this Article VI, and otherwise in this Agreement, are cumulative and the exercise by any one of rights or remedies contained in Article VI of the Agreement shall not preclude or waive that party's right to use any and all other legal rights and remedies provided elsewhere in the Agreement, by law or in equity. The rights and remedies set forth herein are in addition to any other rights and remedies the parties may have by law, statute, ordinance, or otherwise.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

Section 1. Representations and Warranties of the Licensee. The Licensee hereby represents and warrants the following to COSADC, as of the date of this Agreement.

A. Organization and Good Standing. The Licensee is duly organized, validly existing, and in good standing under the laws of the State of Texas, and has full corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now conducted and as it is proposed to be conducted.

B. Authorization of Agreement; Enforceability. The Licensee has all requisite corporate power and authority to execute and deliver this Agreement and to perform its duties hereunder, and the execution, delivery and performance by the Licensee of this Agreement has been duly authorized by all necessary corporate action on the part of the Licensee. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement (i) conflicts with or will result in the breach of any provision of any other agreements to which Licensee is a party; (ii) would result in the creation of any lien

on any of the property or rights covered by this Agreement, or (iii) requires the consent or waiver of any third party, including any governmental entity.

C. Application for Entry. All information submitted by Licensee in its signed Application for Entry into the Program, attached hereto as Exhibit E, is, as of this date, accurate and complete and does not contain any untrue statement of material fact and does not fail to state a material fact necessary in order to make such statements contained herein and therein not misleading. A false or misleading statement may result in termination of lease.

D. Legal Actions. There are no legal, administrative, regulatory or judicial proceedings pending or threatened against the Licensee or its assets or properties. The business of the Licensee, as contemplated in the Application for Entry does not violate the intellectual property rights of any other entity or person.

E. Disclosure. The Licensee has not intentionally and knowingly withheld any material information from COSADC that would cause any of the forgoing representations and warranties to be untrue or misleading as stated.

Section 2. Survival. The Representations and Warranties above, shall survive the termination of this Agreement, and Licensee agrees to notify COSADC promptly if, at time in the future, such Representations and Warranties are no longer accurate or require updated information so as to not be misleading as stated on the date of this Agreement.

ARTICLE VIII INDEMNITY

Section 1. Indemnity for Premises. COSADC shall not be liable to Licensee's invitees, licensees guests, employees, agents, servants, suppliers, customers, or other persons upon the Premises for (i) any personal injuries or damage to property caused by defects, disrepair, or faulty construction of the Premises; or (ii) personal injuries, property damage, or loss from theft, vandalism, fire, wind, water, hurricane, rain, explosion, or other causes whatsoever, **IN BOTH CASES, INCLUDING LOSSES WHICH ARE THE RESULT OF NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR CONCURRENT NEGLIGENCE OF COSADC**; however, nothing herein shall relieve COSADC of liability for gross negligence or willful misconduct. Licensee shall indemnify and hold COSADC harmless from and against any and all claims for damages to the Premises or other property or personal injury arising from Licensee's use or occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Licensee in or about the Premises.

Section 2. Indemnity for Licensee's Activities. Licensee shall indemnify and hold COSADC harmless of, from and against any and all liability to third parties, including any governmental authority, entity or court, if such liability concerns, relates to, or arises out of any operations at the Premises by Licensee, including but not limited to operations which result in any violation or exposure, under any environmental law, regulation, or ordinance; including, but not limited to, the release or discharge into the environment, or disposal of, materials or other substances at or in connection with the Premises. Further, Licensee shall indemnify and hold COSADC harmless of, from

and against any and all liability to third parties, including any governmental authority, entity or court, which results from the breach by Licensee of this Agreement.

Section 3. COSADC Insurance. Licensee acknowledges notification that COSADC's insurance does not insure Licensee against loss of personal property on the Premises due to fire, theft, vandalism, or other casualties or causes, and Licensee hereby waives any right of subrogation under such insurance. Licensee is responsible for obtaining insurance in such amounts as Licensee may desire on Licensee's own property and for Licensee's operations at and use of the Premises.

Section 4. Costs and Attorney Fees. In the event it is necessary for COSADC to retain an attorney to enforce any of the terms, provisions, or covenants contained herein, including retaining an attorney to represent COSADC in any proceeding in which Licensee has agreed to indemnify COSADC pursuant to this Article VIII, in addition to all other sums payable by Licensee hereunder, Licensee agrees to pay COSADC's reasonable attorney's fees and other costs.

Section 5. Success or Failure of Licensee's Business. Licensee specifically recognizes and acknowledges that the business venture to be undertaken by Licensee on the Premises as part of the Program depends upon the ability of Licensee as an independent business person, as well as other factors, such as market and economic conditions, beyond the control of COSADC and Licensee. Licensee acknowledges that success or failure of Licensee's business enterprise will depend solely on the business acumen and diligence of Licensee. Licensee agrees that success or failure of Licensee's business will not depend on COSADC's performance under this Agreement or as administrator the Program, and COSADC makes no representation or warranties as to the success of Licensee's business.

ARTICLE IX MISCELLANEOUS

Section 1. Notices. Any notice required or permitted hereunder shall be in writing and may be delivered in person or shall be deemed delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, by registered or certified mail, returned receipt requested, or transmitted via facsimile machine with delivery confirmation addressed to the parties as follows (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

A. To COSADC:
69 N. Chadbourne
San Angelo, TX. 76903
Phone: (325) 653-7197
guy.andrews@cosatx.us
ATTN: Guy Andrews

B. To Licensee: Kimberly Henry
The GOLD Beacon, PLLC

69 N. Chadbourne
San Angelo, TX. 76903
kim@thegoldbeacon.com
(864) 387-0585

Section 2. NON-DISCRIMINATION. COSADC AND THE LICENSEE REPRESENT THAT ENTRY INTO THE PROGRAM IS OFFERED TO ALL APPLICANTS ON A NON-DISCRIMINATORY BASIS, WITHOUT REGARD TO RACE, ETHNICITY, COLOR, RELIGION, SEX, FAMILY STATUS, HANDICAP, OR NATIONAL ORIGIN, IN ACCORDANCE WITH APPLICABLE LAWS.

Section 3. Binding Effect and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of COSADC and Licensee. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement except as expressly provided herein. Licensee shall not assign all or any portion of its rights under this Agreement without the prior written consent of COSADC. Any such attempted assignment shall have no force or effect and will not operate to relieve Licensee of any of its obligations under this Agreement.

Section 4. Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to the rules regarding conflict of laws thereof, and exclusive venue to enforce this Agreement shall lie in Tom Green County, Texas.

Section 5. Relationship of COSADC to Licensee. The Licensee shall not use any trademark, service mark or trade name of the COSADC, nor shall Licensee hold itself out as having any specific business affiliation with the COSADC other than Licensee's status as a participant in the Program without having specific written permission to do so from the COSADC. All references by the Licensee to COSADC or to the Program shall exclude any other name, program or mark of the COSADC.

Section 6. Entire Agreement; Amendments and Waivers. This Agreement (including the Exhibits hereto) represents the entire understanding and agreement among the parties with respect to the subject matter of this Agreement and, except as expressly provided elsewhere in this Agreement, can only be amended, supplemented or changed, or any provision hereof waived, by written instrument making specific reference to this Agreement and signed by the parties to this Agreement.

No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are exclusive of any other remedies provided by law. Acceptance of any partial payment from Licensee will not waive COSADC's right to pursue Licensee

for any remaining balance due nor shall any endorsement or statement on any check or any letter which acknowledges a check or payment be deemed an accord and satisfaction.

Section 7. Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

Section 8. Subordination. Licensee agrees that this Agreement and Licensee's interest in this Agreement and license of the Premises, shall, at COSADC's option, be subordinated to and secondary to any mortgage, deed of trust or other method of financing or refinancing now or hereafter placed on the COSADC Site and/or the Premises.

Section 9. Further Assurances. COSADC and the Licensee each agree to execute and deliver such other documents or agreements, as may be necessary or desirable, for the implementation or enforcement of this Agreement.

THIS AGREEMENT IS A VALID BINDING LEGAL DOCUMENT. IF LICENSEE DOES NOT UNDERSTAND THE EFFECT OF THIS AGREEMENT OR ANY PROVISION HEREOF, LICENSEE IS ADVISED TO SEEK COMPETENT LEGAL ADVICE FROM AN ATTORNEY OF LICENSEE'S CHOICE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date listed above.

City of San Angelo Development Corporation:

Max Puello, President

ATTEST:

Nora Nevarez, Secretary

Licensee: The GOLD Beacon, PLLC

Kimberly Hunt, CEO

Approved as to Content:

Guy Andrews, Economic Development Director

Approved as to Form:

Brandon Dyson, Deputy City Attorney

EXHIBIT A

PERSONALIZED INCUBATOR PROGRAM PERFORMANCE

Setting performance benchmarks, and ensuring that clients meet them, helps incubation programs provide appropriate client assistance and keeps companies on track for graduation. Clients that fail to meet established benchmarks may face consequences that include eviction. Clients that consistently fail to meet the agreed-upon benchmarks are in default of the License Agreement and the COSADC can terminate use of space.

1. Program requirements with time frames for completion:

- A. Licensee to develop, in conjunction with the ASU Small Business Development Center, and COSADC Staff Representative, a comprehensive employment manual by **end of first year**.
- B. Licensee to develop a business plan or a comprehensive marketing plan by **end of first year**.

2. Reporting Requirements:

- A. Licensee to report to COSADC quarter activity in a formal Business Factory Advisory Panel meeting.
- B. Licensee to report to COSADC on job creation and aggregate sales in written format to be submitted to the COSADC Executive Director.
- C. Licensee to provide summary financial statements, specifically a Balance Sheet and Profit & Loss Statement upon request by COSADC.
- D. Licensee to report substantial changes in cash flow projections in the form of a pro forma statement upon request by COSADC.

3. Projected Performance Benchmarks:

- A. In first year, Licensee to achieve projected gross sales of \$____ by (Six months from move-in date) and achieve projected gross sales of \$____ by (Remaining six months 07/31/2023).
- B. In remaining years, Licensee to report achieved gross payroll of \$____ by (Six months from move-in date) and achieve projected gross payroll of \$____ by (Remaining six months 07/31/2023). Renewed annually during 4th quarter report.
- C. Licensee to create ____ Full time jobs and ____ Part –time jobs. Renewed annually during 4th quarter report.

4. Graduation Criteria

- A. Licensee will have achieved projected \$____ in annual sales.
- B. Licensee will have created ____ full-time permanent jobs, with an average annual salary of \$_____.

EXHIBIT B

LIST OF PROGRAM SERVICES

The following services are provided upon the conditions stated below, free of cost to Licensee, as a grant.

1. Central waiting area for Licensee's visitors.
2. Common/shared break room; use of microwave, refrigerator (food to be removed weekly), and coffee maker. Coffee and condiments to be furnished by Licensee.
3. Limited janitorial services. Services are provided twice per week (Tuesday & Friday).
4. All utilities included (electricity, gas, water & sewer, and water deliver are included).
5. Three conferences rooms. Contact appropriate representative for availability.
6. Notary onsite.
7. Building security and cameras located within the building and parking lot.
8. Parking for Licensee's employees and visitors. All parking spaces are on a first-come, first-served basis.
9. On-site counseling and a list of professional services is available to Licensee by appointment with ASU Small Business Development Center (SBDC). Attending appropriate seminars provided by ASU SBDC is strongly encouraged.
10. Assistance with procurement of professional services. Providers of such services may or may not require payment of fees. Any and all such fees will be responsibility of Licensee.
11. The COSADC staff will accept and sign for USPS and courier deliveries; however, acceptance and handling of COD deliveries must be arranged on an individual basis. COSADC will not receive or be responsible for receipt of shipments from common carriers.

Mailing address: 69 N. Chadbourne St.
San Angelo, TX. 76903

12. Licensee business name signage on door and/or directories.

13. One manager's desk and desk chair will be provided in the base lease fee for each exclusive office leased. Additional desks and/or chairs are available to Licensees at monthly rental rate of \$15 per desk and \$5 per chair.
14. Personal office supplies are Licensee responsibility.
15. All Licensee will receive door access cards to enter into building before and after hours.

DRAFT

EXHIBIT C

LIST OF FEE-BASED SERVICES

The following services will be provided according to the fee schedule and conditions described below. The Licensee shall promptly pay the COSADC in advance, at the time set forth in Article III, Section 2, without demand, offset, or deduction, a monthly service fee of **\$175.00**. If the services below show additional amounts, these amounts will be charged above the stated monthly service fee.

1. Business Resource Center Conference Room: 1st year no charge to use this area only, 2nd year – Licensee will be charged the following: short term use (2 hour minimum) as available, for internal staff meetings and/or presentations. Licensee must reserve conference room 24 hours in advance, using reservation system required by COSADC Staff Representative. Longer time frames or additional time, will require COSADC Staff Representative approval. Meals may be served. Room must be left clean, trash removed, furniture/chairs returned to normal placement. Use AFTER regular business hours requires COSADC Staff Representative Pre-approval.
2. Business Resource Center, Training Room: 1st year no charge to use this area only, 2nd year – Licensee will be charged the following: short term use (2 hour minimum) as available, for internal staff meetings and/or presentations. Licensee must reserve the training room 24 hours in advance, using reservation system required by ASU SBDC Staff. Longer time frames or additional time, will require COSADC Staff Representative Approval. Meals may be served. Room must be left clean, trash removed, furniture/chairs returned to normal placement. Use AFTER regular business hours requires COSADC Staff Representative Pre-approval.
3. Business Resource Center, Suite Room 220: 1st year no charge to use this area only, 2nd year – Licensee will be charged the following: short term use (2 hour minimum) as available, for internal staff meetings and/or presentations. Licensee must reserve conference room 24 hours in advance, using reservation system required by COSADC Staff Representative. Longer time frames or additional time, will require COSADC Staff Representative Approval. Meals may be served. Room must be left clean, trash removed, furniture/chairs returned to normal placement. Use AFTER regular business hours requires COSADC Staff Representative Pre-approval.

THERE WILL BE A CHARGE TO ANY INCUBATOR CLIENT USING CONFERENCE ROOM, TRAINING ROOM, AND SUITE ROOM FOR ANY EVENTS WHICH ARE REVENUE GENERATED.

4. Telephone service – COSADC will make available one telephone line per Licensee, and one telephone unit for each exclusive office lease. Licensee will pay all monthly telephone line charges and all other telephone charges – long distance,

- local, and special service charges. Two additional phone lines can be made available to Licensee; however, installation and all charges will be Licensee's responsibility.
5. A common fax/modem line is available for use by all COSADC Licensees. Licensee will not be billed for local faxes or incoming faxes. Long distance faxes sent by Licensee will be charged back to Licensee at rate on COSADC bill. Fax line: (325) 657-7187
 6. Use of full color copy machine with the following allocated amounts;
 - Up to 250 copies per month. (Black ink only)
 - Additional copies will be billed at prevailing rate of \$0.10 per copy.
 - Color copy images are billed at \$0.08 cents. Costs will be billed monthly to Licensee. *(Revised, 10-30-15 – New copier)*
 - 8.5 x 11 copy paper is provided. Licensee will furnish paper for all sizes other than standard 8.5 x 11.
 7. Network Access: (More than one connection) A charge of \$15 per month will be accessed for each additional connection to the printer and internet access.

ACCESS TO THE IT NETWORK WILL REQUIRE STRICT ABIDING OF PROVIDER POLICY TO PROTECT THE INTEGRITY OF THE SECURE SYSTEM.

Additional IT services are available to assist in your growing needs. Such services include email group exchange and Cloud storage of data.

8. It is the Licensee responsibility to report lost and/or damage access door card. A replacement charge of \$2.75 will be billed.
9. Should Licensee activate the Business Resource Center security alarm system, Licensee will be charged a \$75.00 false alarm trip charge.
10. All offices leased are accommodated with one manager's desk, chair, bookcase and chairs for guest. (Should licensee need additional furniture, please contact staff.)

**EXHIBIT D
LICENSEE
PREMISES FLOOR PLAN**

Attached is the Floor Plan for purposes of this Agreement. This Floor Plan remains subject to change pursuant to Article IV, Section 2.

EXHIBIT E
LICENSEE APPLICATION FOR ENTRY

The seal of the City of San Angelo, Texas, is a circular emblem. It features a central design with a yellow sun rising over a green mountain range, which is set against a blue background representing water. The words "THE CITY OF SAN ANGELO" are written in a circle around the top, and "TEXAS" is at the bottom, flanked by two stars.

Item type: Consent Item

- | | | |
|----|----------------|--------------------|
| 1. | Blank Contract | Blank Contract.rtf |
|----|----------------|--------------------|

Presentation:

Nolan Sosa

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Guy Andrews	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

Document Management Agreement

Agreement No.:



CUSTOMER INFORMATION:			SUPPLIER INFORMATION:	
Customer's Full Legal Name:			Supplier Name:	
Address:			CTWP	
City/State/Zip Code:			Address:	
Telephone Number:			3730 Franklin Avenue	
Federal Tax ID #:			City/State/Zip Code:	
County:			Waco, Texas 76710	

EQUIPMENT INFORMATION: ☐ See Attached Equipment Schedule		Equipment Location (if different than address shown above): _____	
Quantity	Equipment Make, Model & Serial Number (Required)	Quantity	Equipment Make, Model & Serial Number (Required)

TERM AND PAYMENT INFORMATION: Initial Term: _____ months			Minimum Payment Per Payment Period: _____* (*PLUS TAX)	
Image Type	Images Included Per Payment Period	Excess Per Image Charge	Payment Period is "Monthly" unless noted here: _____	
Black & White		*	Excess image charges billed "Quarterly" unless noted here: <u>Monthly</u>	
Color Tier 1		*		
Color Tier 2		*		
Color Tier 3		*		
Scans		*		
☐ See attached schedule for additional meters.				
Advance Payment: <u>0.00</u> * applied to ☐ 1st Minimum Payment ☐ Last Minimum Payment ☐ 1st and Last Minimum Payments				
Security Deposit: <u>0.00</u>			Documentation / Processing Fee: \$75.00	

In this agreement (as amended from time to time, the "Agreement"), "You" and "Your" mean the customer named above. "We," "Us" and "Our" mean the owner, **CTWP Leasing** ("Supplier" means the equipment supplier named above. You acknowledge and agree that this Agreement represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Agreement can be changed only by written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Agreement and are not binding on Us.

1. LEASE OF EQUIPMENT. You agree to lease from Us the Equipment referenced herein ("Equipment") upon the terms stated herein. You promise to pay to Us all of the charges and fees stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment miscalculation.

2. EQUIPMENT SERVICE; SUPPLIES; YOUR UNCONDITIONAL OBLIGATIONS. The Supplier named above has agreed with You to provide Equipment service during normal business hours and to provide You with all toner, developer and parts necessary for You to produce images, all of which are included in the Minimum Payment Per Payment Period. However, You agree that: (a) You must separately purchase all other supplies, including, without limitation, copier paper, at Your own cost, and (b) You must separately purchase Equipment service outside the Supplier's normal business hours and any service, parts or supplies required by your misuse of the Equipment or failure to follow the manufacturer's suggested use instructions. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No statement or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement; (iii) You, not We, selected the Equipment and the Vendor(s) based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional despite any Equipment failure or any Vendor's failure to provide You with any Equipment service, parts or supplies (including any service, parts or supplies that are included in the Minimum Payment Per Payment Period), or any other adverse condition; (v) We are NOT a party to the Supplier's agreement to provide You with service, parts or supplies, such contract is NOT part of this Agreement (even though We will, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier), and no breach by the Supplier will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Agreement.

3. IMAGE CHARGES. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Minimum Payment shown above, (ii) the applicable Excess Per-Image Charge for each metered image in excess of the applicable number of Images Included, and (iii) applicable taxes and other charges provided for herein. You agree to pay such Minimum Payment each Payment Period even if You do not make the applicable number of Images Included. There are no "credits" that carry over from any Payment Period during which You make fewer than the applicable number of Images Included. You agree that We may increase the Minimum Payment and/or the applicable Excess Per-Image Charges once each year during the Initial Term and once each year for any Renewal Term, by an amount not to exceed 10% per year. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to attach an automatic meter reading device to the Equipment, or (c) allow Us access to the Equipment to obtain meter readings or audit the meter reading device. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then (i) We may estimate the number of images made and invoice you accordingly, and (ii) We will adjust the estimated charge for excess images upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You within 90 days at the end of the Initial Term or Renewal Term If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$30.00.

4. TERM; AUTOMATIC RENEWAL. This Agreement is effective on the date that it is accepted by Us, and the term will begin on that date or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Present Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term that You intend to return the Equipment at the end of such Present Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment terms and other terms of this Agreement will continue to apply.** If You do notify Us in writing within such time that You intend to return the Equipment at the end of a Present Term, then promptly upon the expiration of such Present Term You shall return the Equipment pursuant to Section 12. **This Agreement is non-cancelable for the full Initial Term and for any and all Renewal Terms.**

Customer: _____	Owner: CTWP Leasing
By: X _____	By: X _____
Date: ____ / ____ / ____	Date: ____ / ____ / ____
Print name: _____	Print name: _____
Title: _____	
BY SIGNING ABOVE, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2	

5. INDEMNIFICATION. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us in any way relating to the Equipment. This obligation shall survive the termination of this Agreement.

6. NO WARRANTIES. WE ARE PROVIDING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment. The parties hereto agree that the transaction documented in this Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by sections 507-522 Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC financing statement to protect Our interests in the Equipment. You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We assign to you any warranties given to us.

7. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance to the extent the Supplier does not provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the "Minimum Payment" and/or "Excess" per-image charges by a reasonable amount in order to account for any increased costs in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Agreement. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. If the Equipment includes any software, (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss. In no event will we be liable for any consequential or indirect damages. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You agree to pay Us a fee for preparing and filing personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee as set forth on Page 1 (or as otherwise agreed to) to cover Our investigation, documentation and other administrative costs in originating this Agreement. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request. You acknowledge that We may (on behalf of the Supplier) bill You for any supply freight fee that the Supplier charges for shipping supplies to You. You agree that the fees set forth in this Agreement may include a profit.

11. DEFAULT. You will be in default hereunder if You (1) fail to pay any amount due hereunder within 15 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein or in any other agreement between You and Us, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Your creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, We deem Ourselves insecure. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to return the Equipment pursuant to Section 12 below, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Minimum Payments and other amounts then due and past due, (ii) all remaining Minimum Payments for the remainder of the then Present Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under this Agreement shall not constitute a waiver thereof. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within any Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Agreement, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate and pay Us a handling/restocking fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Minimum Payments and all other amounts due hereunder until the Equipment is received by Us. You cannot pay off this Agreement or return the Equipment prior to the end of the Initial Term or any Renewal Term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. INTERIM RENT. As you will have possession of the Equipment from the date of its delivery to You, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Minimum Payment prorated on a 30-day calendar month and will be added to Your first invoice.

15. MISCELLANEOUS. You shall furnish Us with current financial statements upon Our request. You acknowledge that You have received a copy of this Agreement. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Nora Nevarez, Executive Office Coordinator, COSADC, 325-653-7197

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider ratifying a sponsorship for ASU SBDC, Meet the Lender Luncheon in an amount not to exceed \$500 and authorizing the Board President or their designee to execute all necessary documents (Nolan Sosa)

Staff Recommendation:

Approve

Summary/History:

ASU Small Business Development Center will be hosting the Meet the Lender Luncheon. This event will be held on October 4, 2022.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
700 (Economic Development)	700-0700-411-05-40	N/A	\$500.00

Financial Impact:

Other Information/Recommendation:

Staff recommends ratifying a sponsorship for ASU SBDC, Meet the Lender Luncheon in an amount not to exceed \$500 and authorizing the Board President or their designee to execute all necessary documents.

Attachments:

Presentation:

Nolan Sosa

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Guy Andrews	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325-657-4210

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Consider accepting an annexation petition for an unaddressed 6.9-acre tract of land in the A.B. & M Survey No. 3, Abstract No. 24, Tom Green County, Texas, located northwest of Arden Rd. and FM 2288; and setting a public hearing on the annexation for September 22, 2022 (Jon James)

Staff Recommendation:

Accept

Summary/History:

The applicant, West Texas Land Guys, LLC, recently purchased a total of 100.355 acres of land which included this 6.9-acre tract. The applicant intends to annex this property to facilitate a future zoning of Single-Family Residential (RS-1) for a future residential development. The tract is identified as being part of a preliminary plat for Arden Heights to be presented to the Planning Commission at their July 18, 2022, meeting. Chapter 43.0672 of the Texas Local Government Code requires the City to enter into a written agreement with the owner to include a list of each service the City will provide on the effective date of annexation; and a schedule that includes the period within which the City will provide each service that is not provided on the effective annexation date. City Staff will prepare this service plan and any associated cost/benefit analysis and submit it to the City Council for approval prior to final approval of the annexation. This annexation request is governed by Chapter 43, Subchapter C-3 of the Texas Local Government Code, which authorizes a municipality under Section 43.0671 to annex an area if each owner of land in the area requests the annexation. The proposed timeline (subject to change) is as follows:

- Tuesday, August 2, 2022: The proposed annexation petition will be presented to City Council for acceptance. If accepted, the annexation process will begin.
- Monday, August 15, 2022: The zoning amendment will be presented to the Planning Commission for recommendation.
- Thursday, September 22, 2022: The first public comment hearing on the annexation, first hearing of the annexation ordinance, and first hearing of the zoning amendment.
- Tuesday, October 4, 2022: The second reading of the annexation ordinance and second reading of the zoning amendment.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

Planning staff recommend that this petition be accepted to facilitate the annexation process.
The item was presented to the Planning Commission on July 18, 2022, for discussion only.

Attachments:

- | | | |
|----|-------------------------------------|---|
| 1. | Memo (Arden Heights Annexation) | Memo_PC_ArdenHeights_Annexation.pdf |
| 2. | Petition (Arden Heights Annexation) | Petition (Arden Heights Annexation).pdf |
| 3. | Survey (Annexation) | Survey (Annexation).pdf |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher	Created/Initiated
Zachary Rainbow	Approved
Jon James	Approved
Brandon Dyson	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval

MEMO

**Meeting**

Date: July 18, 2022

To: Planning Commission

From: Jeff Fisher, AICP
Chief Planner

Agenda Item: Discussion on an Annexation of an unaddressed 6.9-acre tract out of the A.B. & M Survey No. 3, Abstract No. 24, Tom Green County, Texas, located northwest of Arden Road and FM 2288.

Background:

The applicant, West Texas Land Guys, LLC, recently purchased a total of 100.355 acres of land which included this 6.9-acre tract. The applicant intends to annex this property to facilitate a future zoning of Single-Family Residential (RS-1) for a future residential development. The tract is identified as being part of a preliminary plat for Arden Acres which is being presented to the Planning Commission today.

Compatibility with the City's Comprehensive Plan:

The City's 2009 Strategic Plan Update to its Comprehensive Plan sets certain policies for annexation of land into the City Limits. The property is identified in the 2009 City's Annexation Plan as "intermediate" for annexation within the next 5-20 years. Since the plan was adopted as part of the City's Strategic Plan Update 13 years ago, Staff believes this area is now ready to be developed. One of the annexation policies is to anticipate "realistic potential for development of new home sites and new business activity all around the urban fringe, annexing the most promising such areas where timely application of urban development standards can have an effective impact." It is located immediately west of an existing property already in the City Limits so this would be a logical extension of the City compatible with this policy. There is an existing 16 inch water main running adjacent to F.M. 1288 and an existing 12 inch sewer main at the corner of Arden Road and F.M. 1288. Planning and Engineering Services will discuss further requirements and timing to connect to services as part of the required Service Plan and before City Council. The property has a future land use of "Neighborhood" in the Comprehensive Plan which calls to "promote neighborhood diversity and security by encouraging a mix of age, income, and housing choices within San Angelo's neighborhoods." The proposed RS-1. Finally, the City's Master Thoroughfare Plan (MTP) identifies a future minor collector road extending north-south through the property.

The applicant will be required to construct this road as part of a future plat, or request that this road be relocated which will require an amendment to the MTP.

Annexation Process, Timeline, and Servicing Plan:

This annexation request is governed by Chapter 43, Subchapter C-3 of the Texas Local Government Code which authorizes a municipality under Section 43.0671 to annex an area if each owner of land in the area requests the annexation. The proposed timeline (subject to change) is as follows:

- Tuesday, August 2, 2022: The proposed annexation petition will be presented to City Council for acceptance. If accepted, the annexation process will begin.
- Monday, August 15, 2022: The zoning amendment will be presented to the Planning Commission for recommendation.
- Thursday, September 22, 2022: The first public comment hearing of the annexation, first hearing of the annexation ordinance, and first hearing of the zoning amendment.
- Tuesday, October 4, 2022: The second reading of the annexation ordinance and second reading of the zoning amendment.

Chapter 43.0672 of the Texas Local Government Code requires the City to enter into a written agreement with the owner to include a list of each service the City will provide on the effective date of annexation; and a schedule that includes the period within which the City will provide each service that is not provided on the effective annexation date. City Staff will prepare this service plan and any associated cost/benefit analysis and submit to City Council for approval prior to final approval of the annexation.

Discussion:

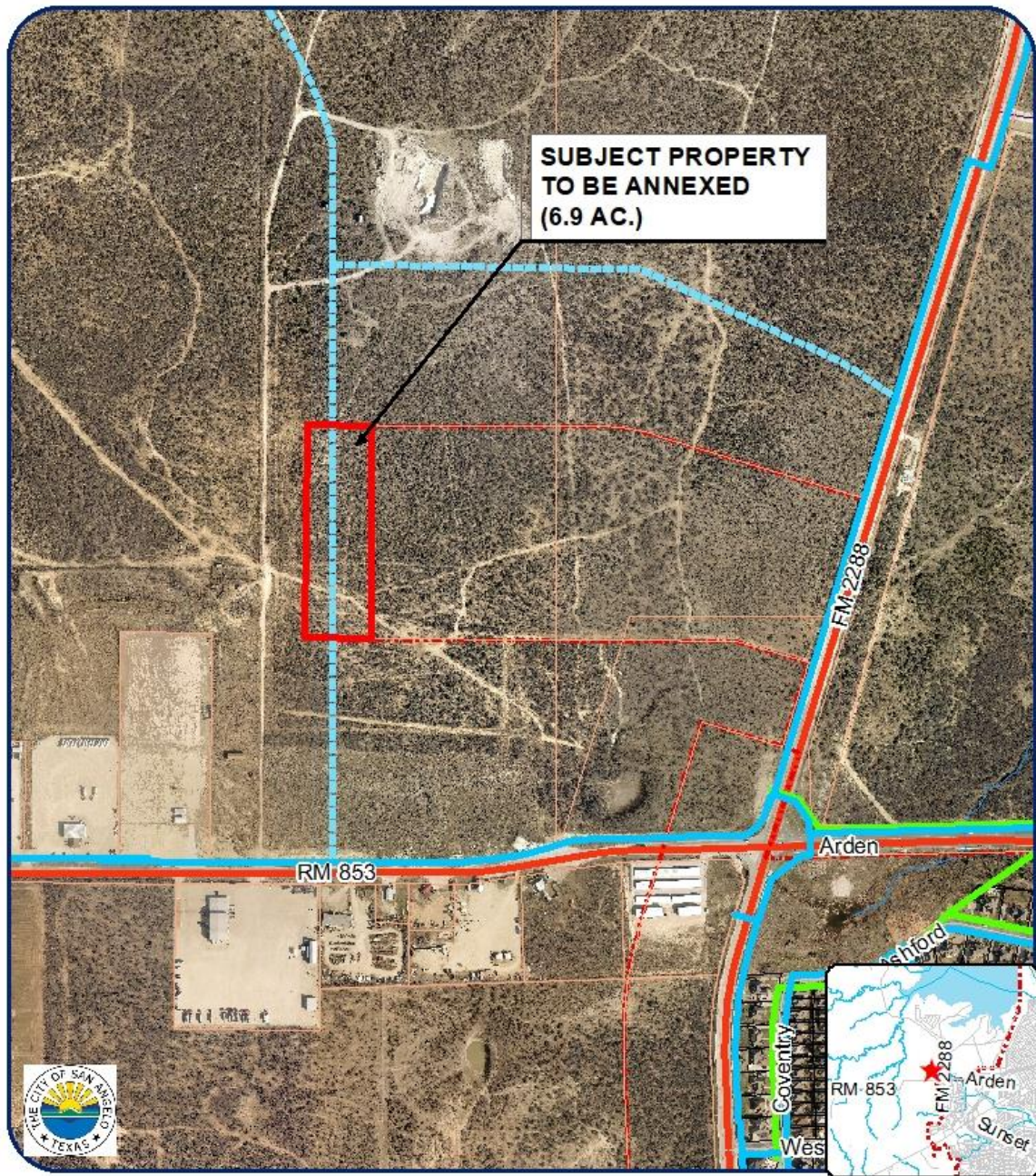
Staff is submitting this to the Planning Commission to provide an opportunity to review the proposed annexation and attached exhibits, and for staff to address any questions or concerns for long-term planning prior to the annexation petition going to City Council on September 22, 2022.

Planning Commission Requested Action:

No action is required.

Attachment:

Aerial Map
Future Land Use Map
Zoning Map
Survey
Annexation Petition



Annexation

NW of Arden Rd/F.M. 2288

Council District 6 - Larry Miller

Neighborhood: Bluffs

Scale: 1" approx. = 605 ft

NW of Arden Rd/FM 1288



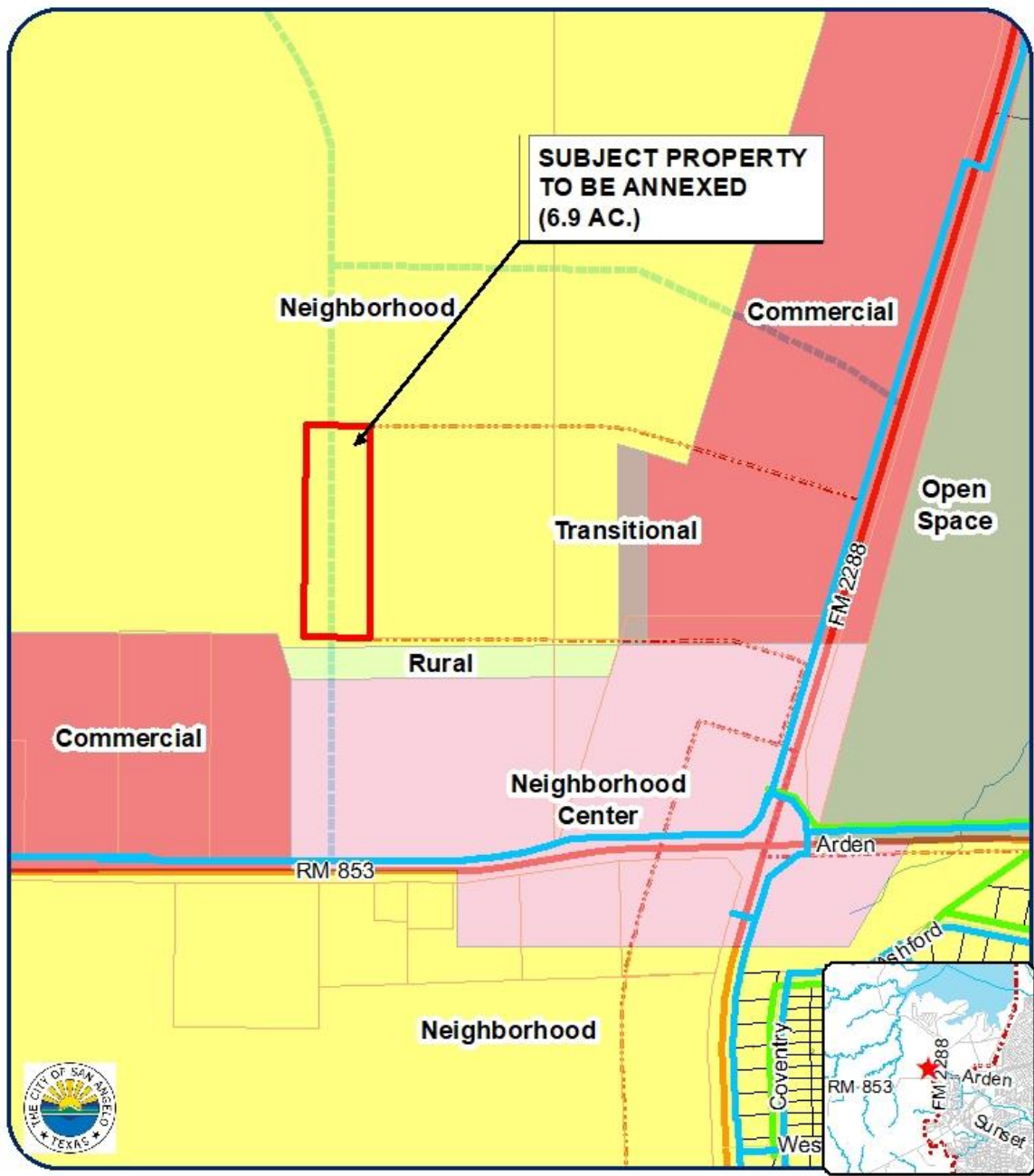
Legend

Subject Properties: **—**

Current Zoning: **N/A**

Requested Zoning Change: **RS-1**

Vision: **Neighborhood**



Annexation

NW of Arden Rd/F.M. 2288

Council District 6 - Larry Miller

Neighborhood: Bluffs

Scale: 1" approx. = 605 ft

NW of Arden Rd/FM 1288



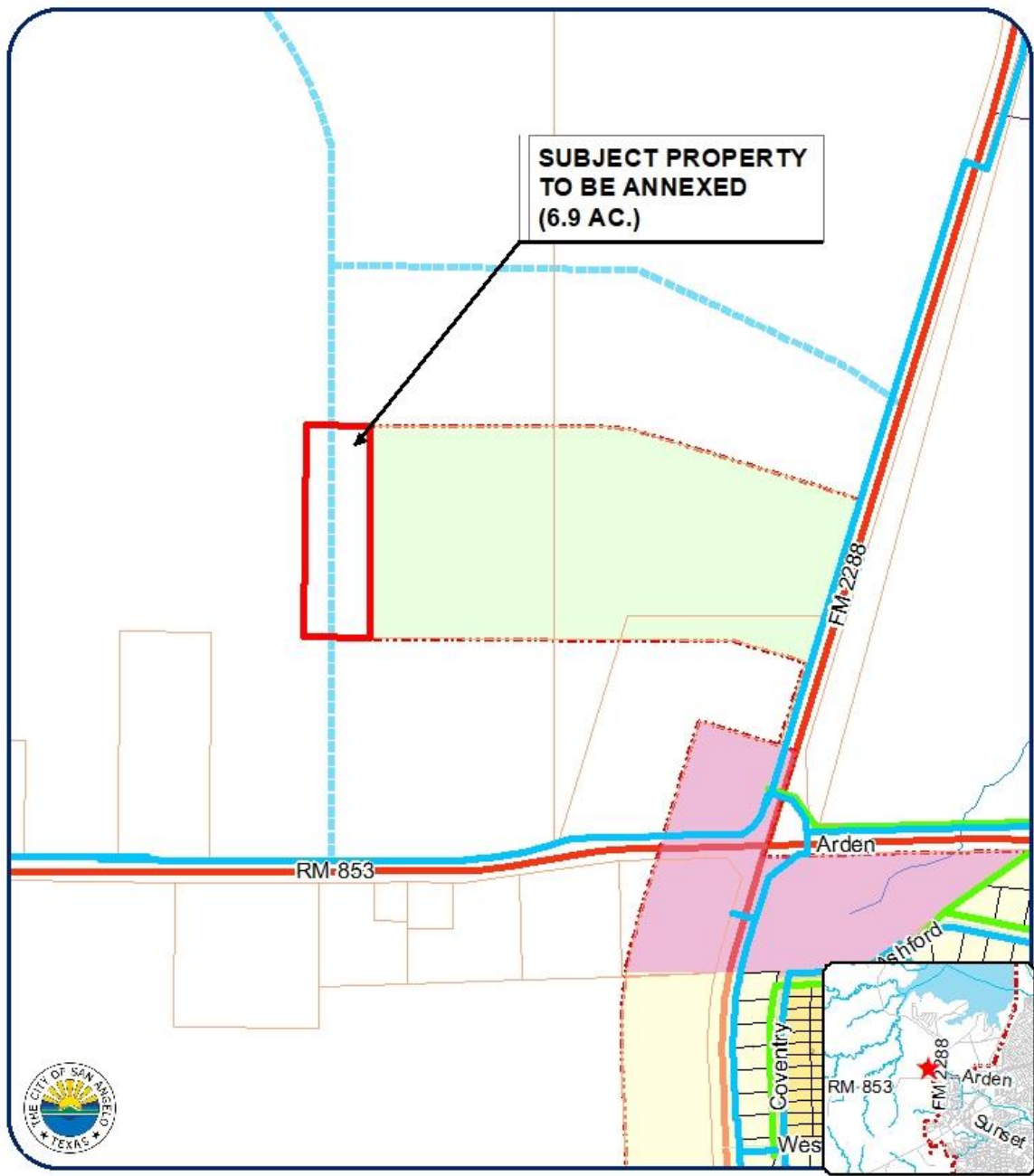
Legend

Subject Properties:

Current Zoning: **N/A**

Requested Zoning Change: **RS-1**

Vision: **Neighborhood**



Annexation

NW of Arden Rd/F.M. 2288

Council District 6 - Larry Miller

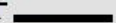
Neighborhood: Bluffs

Scale: 1" approx. = 605 ft

NW of Arden Rd/FM 1288



Legend

Subject Properties: 

Current Zoning: **N/A**

Requested Zoning Change: **RS-1**

Vision: **Neighborhood**

Owner: West Texas Land Guys, LLC
Ref. 100,355 Ac.
Instrument No. 202207718 OPR

Owner: David Jensen
Ref. Remainder of 917.9 Ac.
Instrument No. 736511 OPRRP

Owner: West Texas Land Guys, LLC
Ref. 100,355 Ac.
Instrument No. 202207718 OPR

Owner: David Jensen
Ref. Remainder of 917.9 Ac.
Instrument No. 736511 OPRRP

**A.B. & M.
SURVEY NO. 3
ABSTRACT NO. 24**

Owner: David Jensen
Ref. Remainder of 917.9 Ac.
Instrument No. 736511 OPRRP

Owner:
PETRA FIRMA DEVELOPMENT
GROUP, INC.
Ref. 20,695 Ac.
Instrument No.
202001141 OPR

**B.S. & F.
SURVEY NO. 5
ABSTRACT NO. 101**

N00°14'29"E 980.00'

N89°45'31"W
295.00'

S00°14'29"W 970.00'

S89°45'31"E 1293.39'

N89°45'31"W 1031.34'

6.900 Ac.

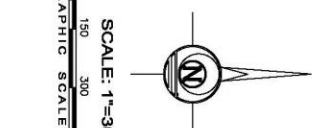
L=259.27'
R=880.00'
Δ=16°52'50"
L.C.=N81°19'06"W
258.33'

S72°52'41"E
34.44'

L=259.27'
R=880.00'
Δ=16°52'50"
L.C.=S81°19'06"E
258.33'

F.M. HIGHWAY 2286

F.M. HWY 853 (Arden Rd.)



SCALE: 1"=300'
GRAPHIC SCALE : FEET
0 150 300 600

BEARINGS ARE BASED UPON
917.9 Ac. Instrument No.
703683 OPRRP

SKG
ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT
706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.655.1288
FAX: 325.657.8189
FIRM No.: 10102400
www.skge.com

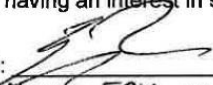
Preliminary. This document
shall not be recorded for any
purpose and shall not be used
or viewed or relied upon as a
final survey document.

**PROPOSED ANNEXATION
OF 6.900 ACRES**

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TEXAS
The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition(s) your honorable Body to extend the present city limits so as to include as part of the City of San Angelo, Texas, the property described in Exhibit "A", by metes and bounds and attached herein.

West Texas Land Guys San Angelo, LLC certifies that the above described tract of land is contiguous and adjacent to the City of San Angelo, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: 

Printed Name: ERIC VAN ROSENBERG

Title: PARTNER

Date:

6/17 2022

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, this instrument was acknowledged on 6.17.22 by person's name or entity.

Vikki R. White

Notary Public, State of Texas

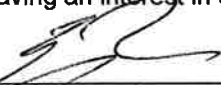
My commission expires: 3.20.23



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West Texas Land Guys San Angelo, LLC certifies that the above described tract of land is contiguous and adjacent to the City of San Angelo, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: 
Printed Name: ERIC VAN ROSUMBURG

Title: PARTNER
6/17 2022

Date:

THE STATE OF TEXAS
COUNTY OF
BEFORE ME, this instrument was acknowledged on 6.17.22 by person's name or entity.

Vikki R. White
Notary Public, State of Texas
My commission expires: 3.20.23



Owner: David Jensen
Ref. Remainder of 917.9 Ac.
Instrument No. 736511 OPRRP

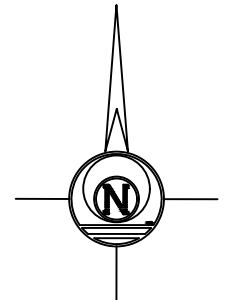
$L=259.27'$
 $R=880.00'$
 $\Delta=16^{\circ}52'50''$
 $L.C.=S81^{\circ}19'06''E$
 $258.33'$

S72°52'41"E
34.44'

Owner: David Jensen
Ref. Remainder of 917.9 Ac.
Instrument No. 736511 OPRRP

Owner:
PETRA FIRMA DEVELOPMENT
GROUP, INC
Ref: 20.695 Ac.
Instrument No.
202001141 OPR

F.M. HWY/ 853 (Arden Rd.)



SCALE: 1"=300'



BEARINGS ARE BASED UPON
917.9 Ac. Instrument No.
703583 OPRRP

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

PROPOSED ANNEXATION OF 6.900 ACRES

22-E-0068

SKG
ENGINEERING, LLC
NG • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288
FAX: 325.657.8189

FIRM No.: 10102400
www.skge.com

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325-657-4210

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Second reading of an ordinance for Z22-12 to rezone properties from Low Rise Multi-Family Residential and General Commercial zoning districts to the Single Family Residential zoning district, being 22.76 acres located southeast of N. Bentwood Dr. and Crystal Point Dr. (Jon James)

Staff Recommendation:

Adopt

Summary/History:

The purpose of the rezoning is to facilitate development of an approved subdivision plat for single-family homes. The current zoning of RM-1 and CG would be changed to RS-1 which allows exclusively single-family homes.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

On June 20, 2022, the Planning Commission voted unanimously 5-0 to recommend approval of the zone change.

On July 19, 2022, City Council voted unanimously 7-0 to approve the zone change.

Attachments:

- | | | |
|----|---------------------|---------------------------|
| 1. | Z22-12 Staff Report | Staff Report (Z22-12).pdf |
| 2. | Ordinance (Z22-12) | Ordinance (Z22-12).docx |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher	Created/Initiated
Zachary Rainbow	Approved
Jon James	Approved

Brandon Dyson
Jon James
Theresa James
Julia Antilley

Approved
Approved
Approved
Final Approval



STAFF REPORT - Z22-12

Scheduled Hearings:

Planning Commission: June 20th, 2022

City Council 1st reading: July 19th, 2022

City Council 2nd reading: August 2nd, 2022

APPLICATION TYPE:		CASES:	
Rezoning		Z22-12: Bentwood/Enclave Court	
SYNOPSIS:			
A request for approval of a rezoning from the Multi-Family Residential (RM-1) as well as General Commercial (CG) zoning districts to the Single Family Residential (RS-1) Zoning District, being 25 undeveloped acres located near Enclave CT and Crystal Pont Drive.			
LOCATION:		LEGAL DESCRIPTION:	
Near Enclave Court, Crystal Point Drive and Wolf Creek Drive		Acres: 22.542, Abst: A-0052 S-0177, Survey: C BERBERICH, 22.542 ACRES IN ABST 4210 & ABST 52 & Abst: A-0052 S-0177, C BERBERICH, 15.060 ACRES**ABST 55 BOW	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #1 – Tommy Hiebert Country Club Neighborhood	RM-1/CG	N – Neighborhood	22.76 acres
NOTIFICATIONS:			
38 notifications for Z22-12 were mailed within a 200-foot radius on June 2, 2022.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the Multi-Family Residential (RM-1) as well as General Commercial to the Single-Family Residential (RS-1) zoning district, being 25.061 acres, located near Enclave CT and Crystal Pont Drive.			
PROPERTY OWNER/PETITIONER:			
Property Owner and Applicant: Bentwood Country Club LLC			
STAFF CONTACT:			
Kyle Warren Planner (325) 657-4210, Extension 1546 Kyle.warren@cosatx.us			

Rezoning: 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 as outlined in #1 through #7 below:

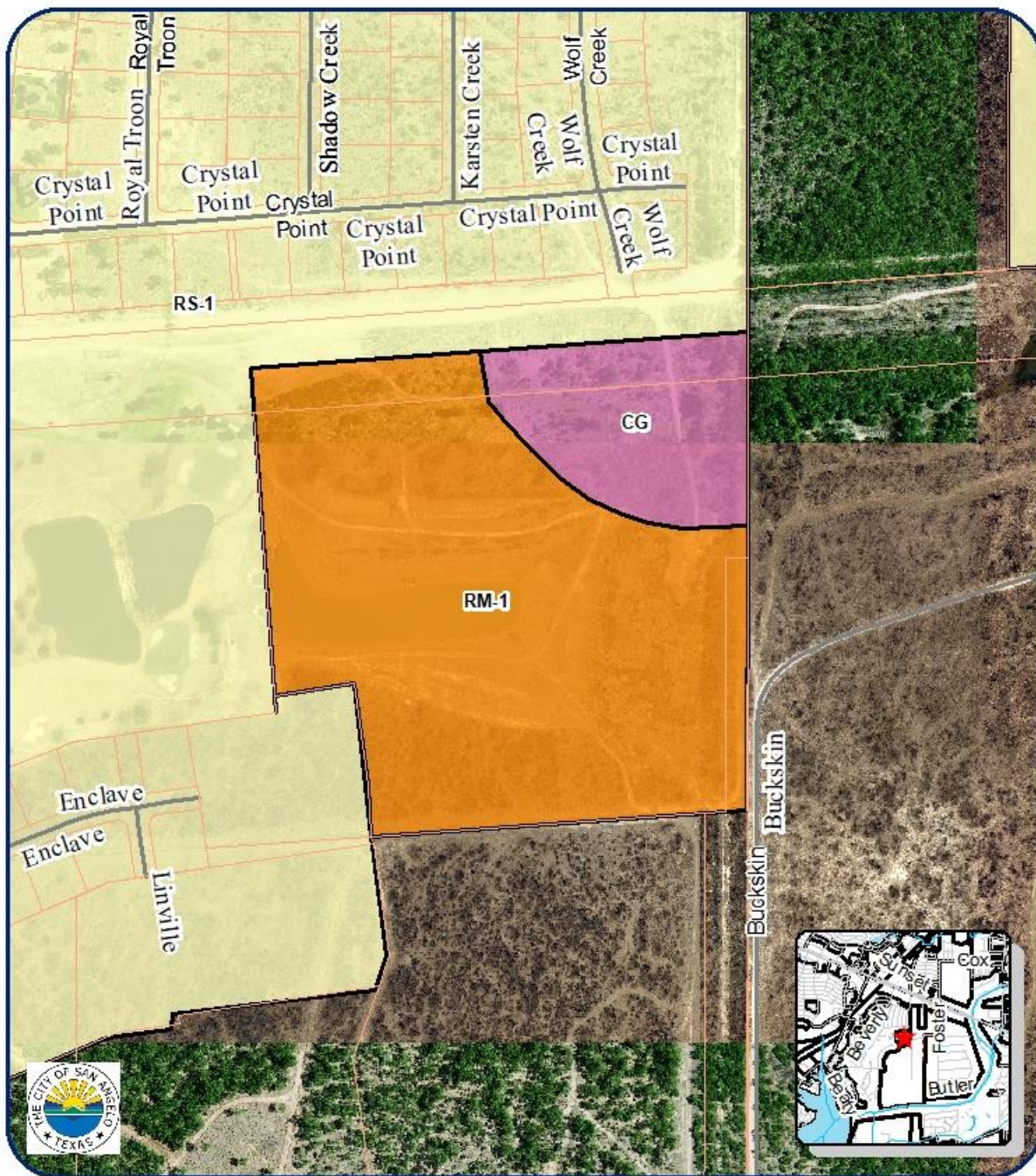
1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The Bentwood neighborhood has a future land use of neighborhood. The up zoning from RM-1 and CG to RS-1 zoning would bring the zoning in compatibility with the future land use.
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-1 zoning requires a minimum 5,000 sq. ft. lot area, a 50-foot lot frontage, and a 100-foot lot depth for a single family unit. The already approved plat for this location more than meets these dimension and size requirements.
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 surrounding area is residential with similar housing styles and lot sizes. The up zoning would remain a residential use and would not vary with the surrounding area/zoning to any extent.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The property owners want the amendment to change to RS-1 to be able to build single family housing in this undeveloped area, which given the current zoning of RM-1 and CG they cannot do.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* Staff does not anticipate any adverse environmental affects at this time. The area in question is raw land adjacent to Bentwood Country Club.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The raw land in question logically makes sense to be developed as RS-1 lots as that is what completely surrounds the area.
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.* This zone change will be in keeping with the overall development of Bentwood Country Club.

Recommendation:

Staff recommends **APPROVAL** of a rezoning from the Multi-Family Residential (RM-1) and General Commercial (CG) Zoning Districts to the Single-Family Residential (RS-1) Zoning District.

Attachments:

Aerial/ Zoning Map
Future Land Use Map
Notification Map
Photographs



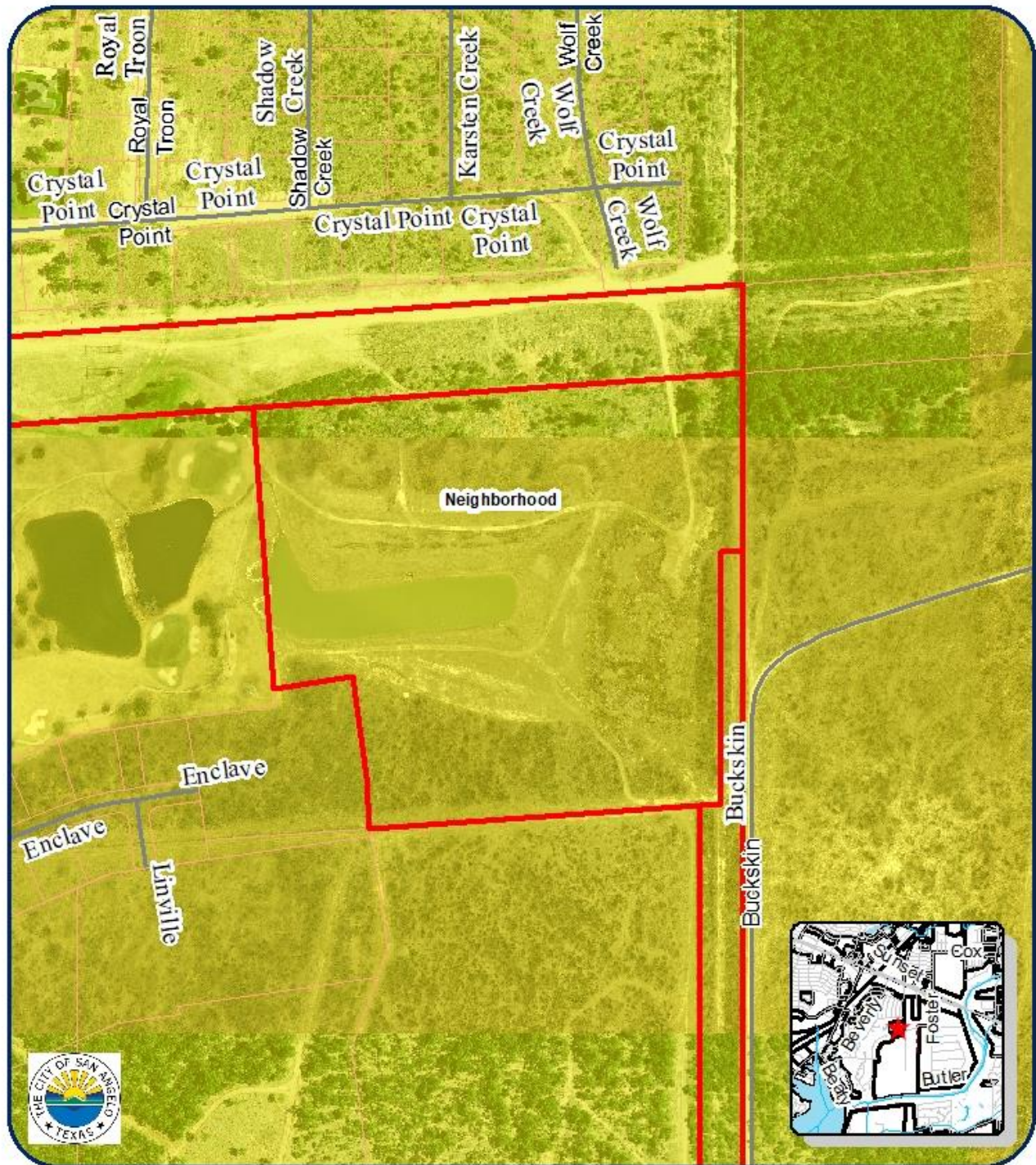
Zoning Map

Z22-12

Council District: 1 Hiebert
Neighborhood: Country Club

Scale: 0.01 0.03 0.06 0.09 0.12
Miles





Vision Plan

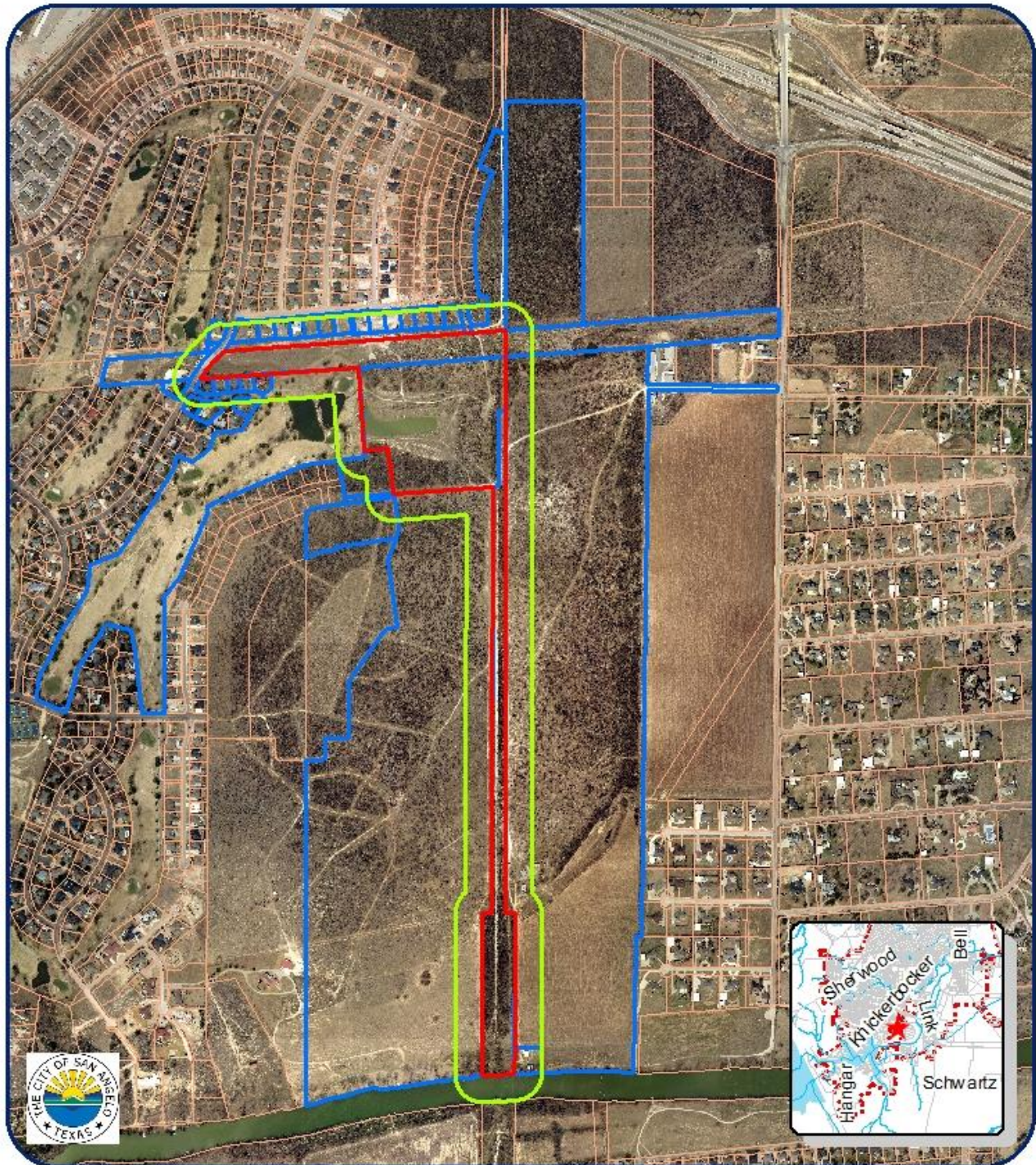
Z22-12

Council District: 1 Hiebert

Neighborhood: Country Club

Scale: 0.00 0.03 0.06 0.09 0.12
Miles





200' Notification Map

Z22-12

Council District: 1 Hiebert

Neighborhood: Country Club

Scale: 0 0.05 0.1 0.2 0.3 0.4 Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —



Photos of Site and Surrounding 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: **BEING 22.76 ACRES LOCATED SOUTHEAST OF N. BENTWOOD DRIVE AND CRYSTAL POINT DRIVE**; FROM THE MULTI-FAMILY RESIDENTIAL (RM-1) ZONING DISTRICT AND THE GENERAL COMMERCIAL (CG) ZONING DISTRICT TO THE SINGLE FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z22-12: ENCLAVE COURT AND CRYSTAL POINT DRIVE

WHEREAS, on the 20th day of June, 2022, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Single Family residential (RS-1) Zoning District; and,

WHEREAS, on the 19th day of July, 2022, City Council held a public hearing on Z22-12, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned SINGLE FAMILY RESIDENTIAL (RS-1) Zoning District:

The real property located southeast of N. Bentwood Drive and Crystal Point Drive being 22.76 acres in the C. Berberich Survey No. 177, Abstract No. 52, San Angelo, Tom Green County, Texas.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning

& Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance.

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 with public hearing on the **19th day of July, 2022**, and finally PASSED, on this the **2nd day of August, 2022**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

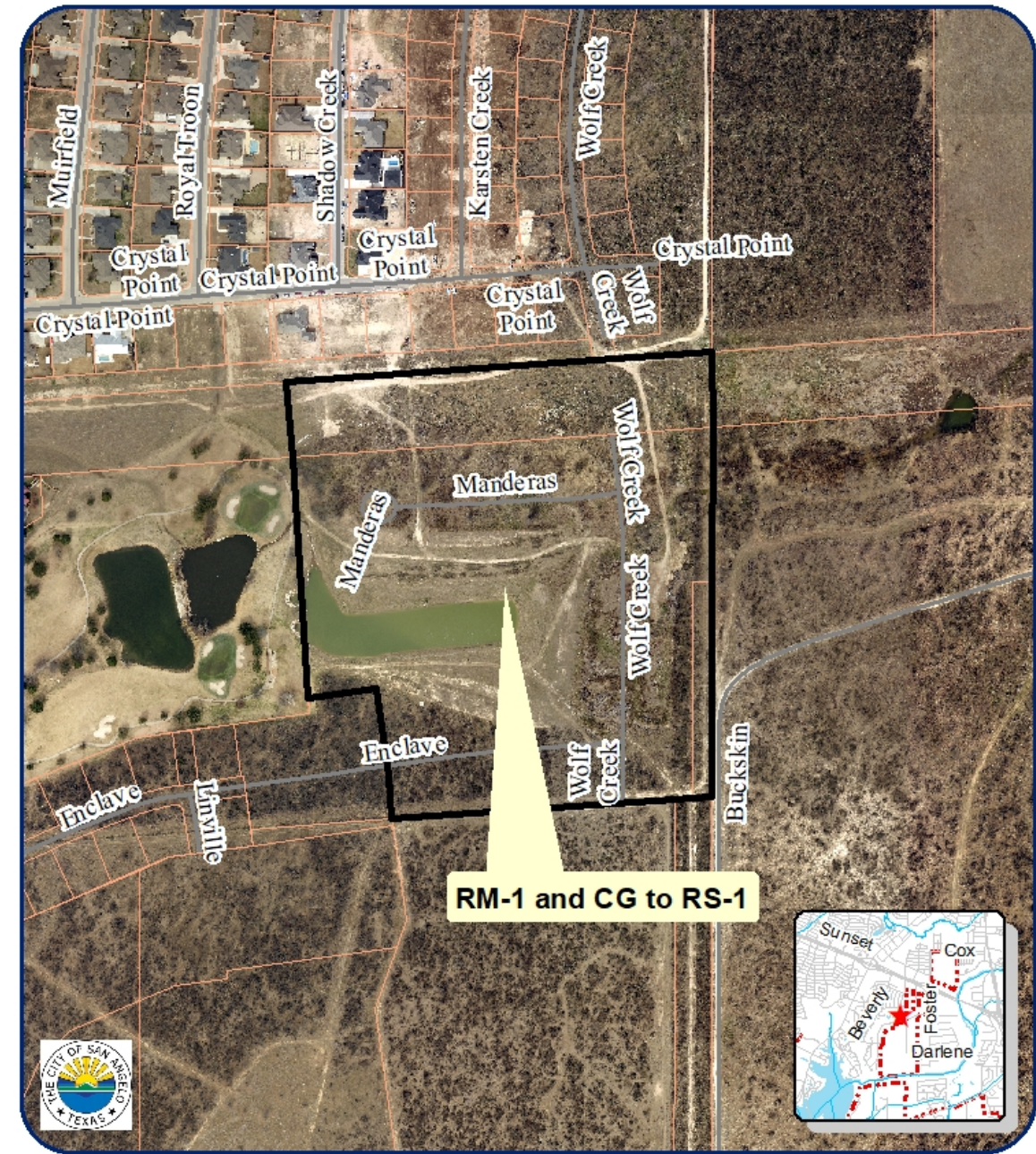
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Zoning Map
Z22-12
Council District: 1 Hiebert
Neighborhood: Country Club
Scale: 0.00 0.03 0.06 0.09 0.12 Miles

Subject Properties: —

N

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325-657-4210

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Second reading of an ordinance for Z22-13 to rezone properties from Two-Family Residential zoning district to Low Rise Multifamily Residential and General Commercial zoning districts, being 1.08 acres, located southeast of S. Koenigheim St. and W. Ave. A (Jon James)

Staff Recommendation:

Adopt

Summary/History:

The owners of 308 W. Avenue B approached Planning and Permitting Staff to legalize a third residential unit located at the rear of the property. The Appraisal District identifies the primary home and a detached accessory apartment, but does not identify that the structure has been used for residential purposes. This led the owners to apply for a zone change from RS-2 to RM-1 to allow a third unit. The City has joined the owners by requesting that the remaining RS-2 properties on the block also be rezoned to RM-1, except for Lot 13 which would be rezoned to CG to allow it to continue to be used as a parking lot for Crockett National Bank.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

On June 20, 2022, the Planning Commission voted unanimously 5-0 to recommend approval of the rezoning. On July 19, 2022, City Council voted unanimously 7-0 to approve the zone change.

Attachments:

- | | |
|--------------------------|---------------------------|
| 1. Staff Report (Z22-13) | Staff Report (Z22-13).pdf |
| 2. Ordinance (Z22-13) | Ordinance (Z22-13).docx |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher
Zachary Rainbow
Jon James
Brandon Dyson
Jon James
Theresa James
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval



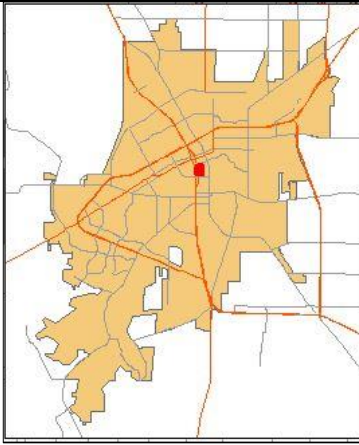
STAFF REPORT - Z22-13

Scheduled Hearings:

Planning Commission: June 20, 2022

City Council 1st reading: July 19, 2022

City Council 2nd reading: August 2, 2022

APPLICATION TYPE:		CASES:	
Rezoning		Z22-13: Part of 300 Blks. Of W. Avenue A and W. Avenue B	
SYNOPSIS:			
The owners of 308 W. Avenue B approached Planning and Permitting Staff to legalize a third residential unit located to the rear of the property. The Appraisal District identifies the primary home and a detached accessory apartment, but does not identify that the structure has been used for residential purposes. This led the owners to apply for a zone change from RS-2 to RM-1 to allow a third unit. The City has joined the owners by requesting that the remaining RS-2 properties on the block also be rezoned to RM-1, except for Lot 13 which would be rezoned to CG to allow it to continue to be used as a parking lot for Crockett National Bank.			
LOCATION:		LEGAL DESCRIPTION:	
Southeast of S. Koenigheim St. and W. Ave. A		East 25 feet of Lot 6, and all of Lots 7-13 in Block 6, Park Heights Addition	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #3 – Harry Thomas Fort Concho	RS-2	D- Downtown	1.08 acres
NOTIFICATIONS:			
22 notifications for Z22-04 were mailed within a 200-foot radius on May 6, 2022. No responses received in favor, and one received against.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the Two-Family Residential (RS-2) to the Low Rise Multifamily Residential (RM-1) on 0.943 acres, and General Commercial (CG) Zoning District on the remaining 0.137 acres being Lot 13 in Block 6 of the Park Place Addition, located southeast of S. Koenigheim St. and W. Ave. A.			
PROPERTY OWNER/PETITIONER:			
<i>Applicants:</i> Brent and Teri Kolster and City of San Angelo			
STAFF CONTACT:			
Jeff Fisher, AICP Chief Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Additional Information: On April 27, 2022, the owners of 308 W. Avenue B obtained a permit (#22-1964) to remove the third structure which needed repair. The structure is now back on the property and will require a new permit as well as a change of occupancy to allow it be used for a residence should the rezoning be approved.

Rezoning: 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 as outlined in #1 through #7 below:

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The properties is located within the City's "Downtown" Future Land Use in the Comprehensive Plan. Rezoning to RM-1 would be consistent with the Downtown policies which support residential development, and would provide an effective transition between the bank zoned CG to the west and the residential RS-2 neighborhood to the east and south.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The requested RM-1 and CG would allow the current uses and comply with the applicable development standards for this zone districts. The third unit at W. Ave B would require a 20-foot rear yard setback and 5-foot side yard setback as required for single-family structures in RM-1 zoning districts. There are 5 paved parking spaces on the property to accommodate the 1.75 spaces required for the 2-bedroom house, and 1.5 spaces for each of the two, one-bedroom structures.
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 properties are located between commercial uses to the west along S. Koenigheim St. and mainly single-family residences to the south and east. Staff believes the rezoning allowing RM-1 is an effective transition between higher density commercial and lower density single-family homes.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** When the applicants came in to discuss repairing the third unit, it was determined this was not a legal dwelling unit.
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 are no anticipated adverse effects on neighboring properties. No additional paving would be required and the applicants have not indicated intent to enlarge the existing third structure.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Staff believes there is a community need for more residential living in this location, consistent with the Downtown policies of the City's Comprehensive Plan.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The property will have continue to have access from W. Avenue B. Parking will be shared on the existing driveway that fronts this street. A replat will be required to combine Lot 12 with the west ½ of Lot 11 for W. Avenue B which has been communicated to the applicant.

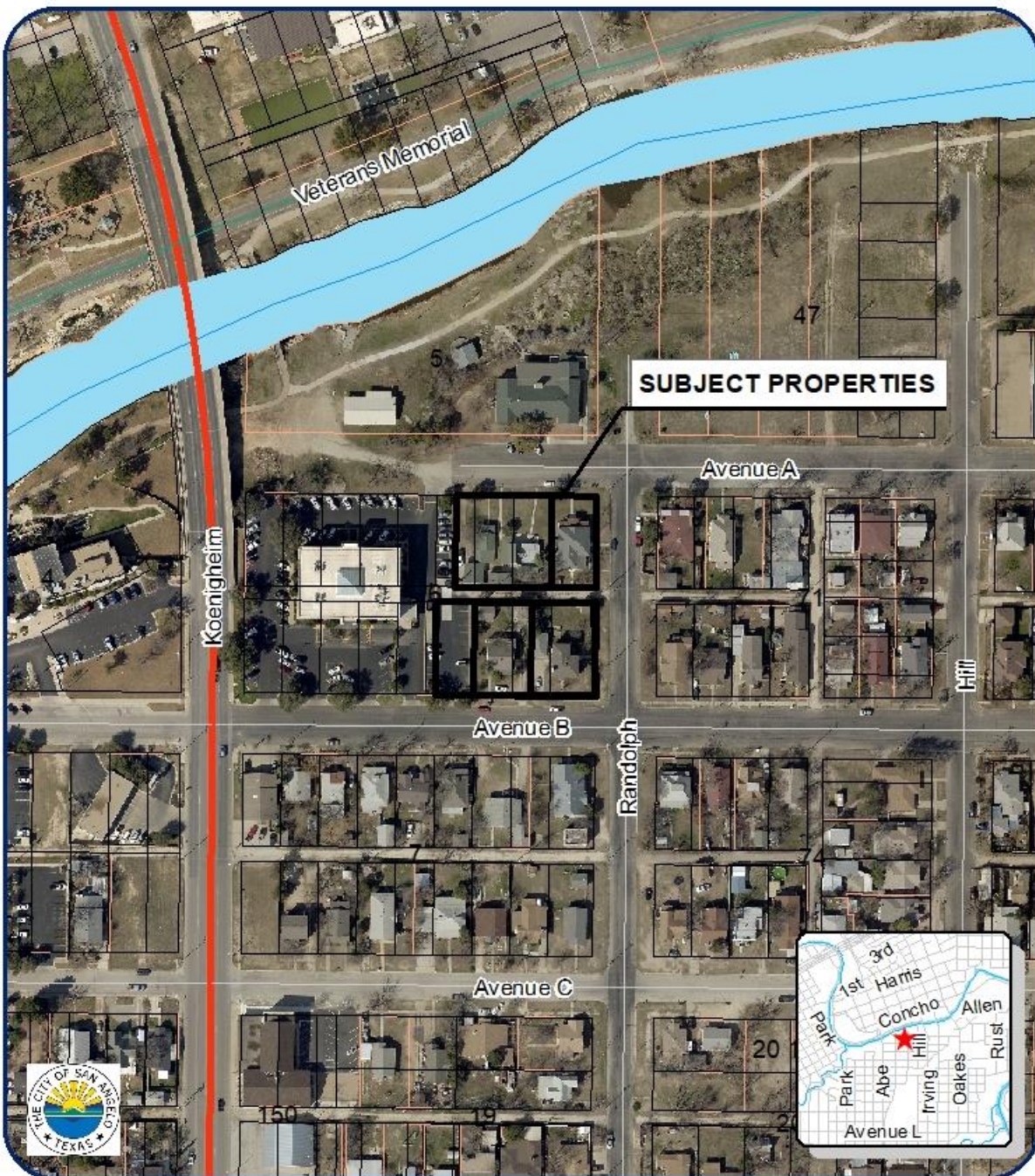
Recommendation:

Staff recommends **APPROVAL** of a rezoning from the Two-Family Residential (RS-2) to the Low Rise Multifamily Residential (RM-1) on 0.943 acres, and General Commercial (CG) Zoning District on the remaining 0.137 acres being Lot 13 in Block 6 of the Park Place Addition, located southeast of S. Koenigheim St. and W. Ave. A.

Note: The applicants of 308 W. Avenue B will be required to replat this property which includes Lot 12 and the west ½ of Lot 11 prior to permitting.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Close-Up of Block including 308 W. Avenue B
Response Letter
Application



Rezoning

Z22-13: Part of 300 Blks. of W. Avenue A & B

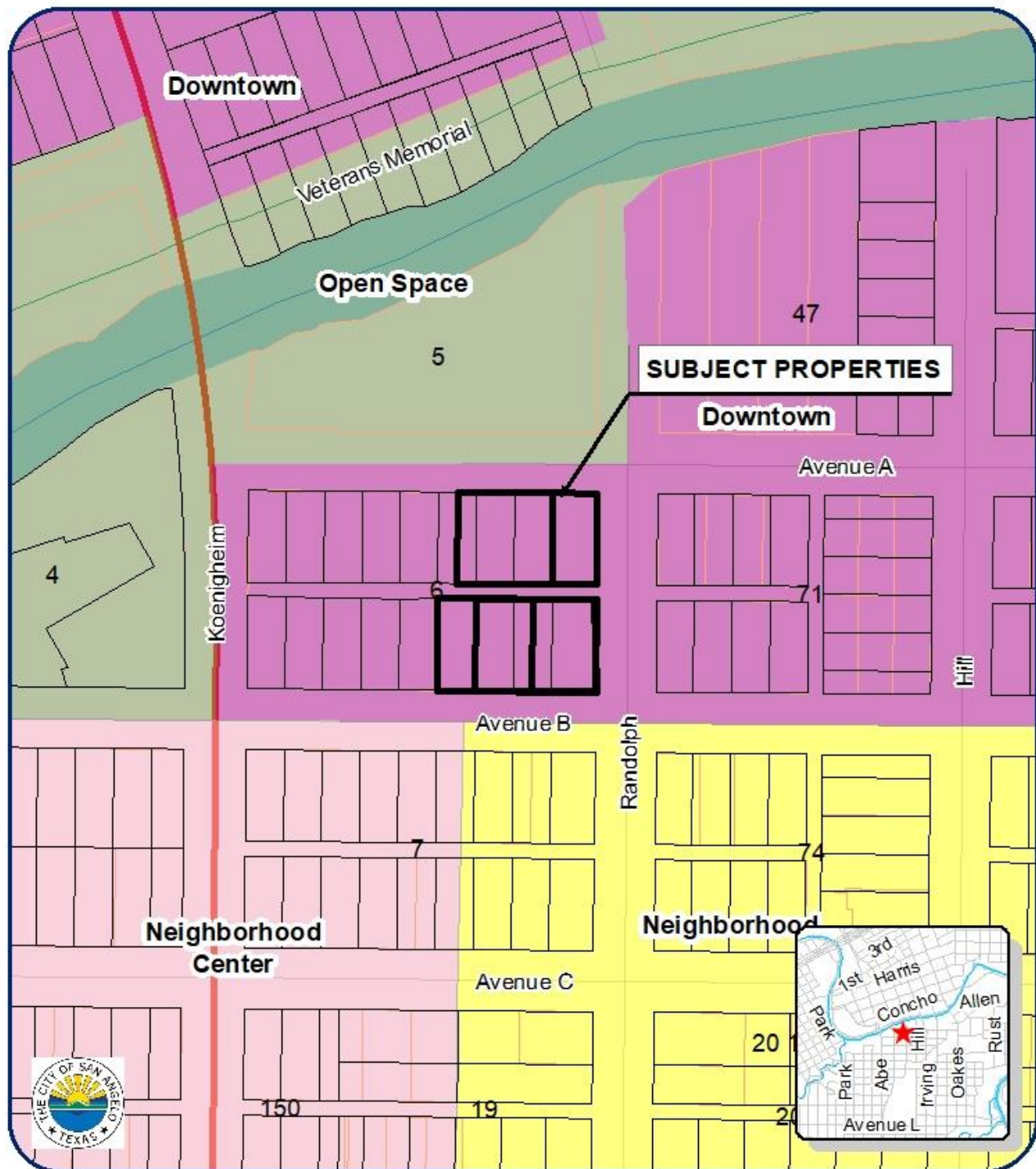
Council District 3 - Harry Thomas
Neighborhood: Fort Concho
Scale: 1" approx. = 175 ft

SE of S. Koenigheim St. and W. Ave. A



Legend

Subject Properties: 
Current Zoning: **RS-2**
Requested Zoning Change: **RM-1 and CG**
Vision: **Downtown**

**Rezoning****Z22-13: Part of 300 Blks. of W. Avenue A & B**

Council District 3 - Harry Thomas

Neighborhood: Fort Concho

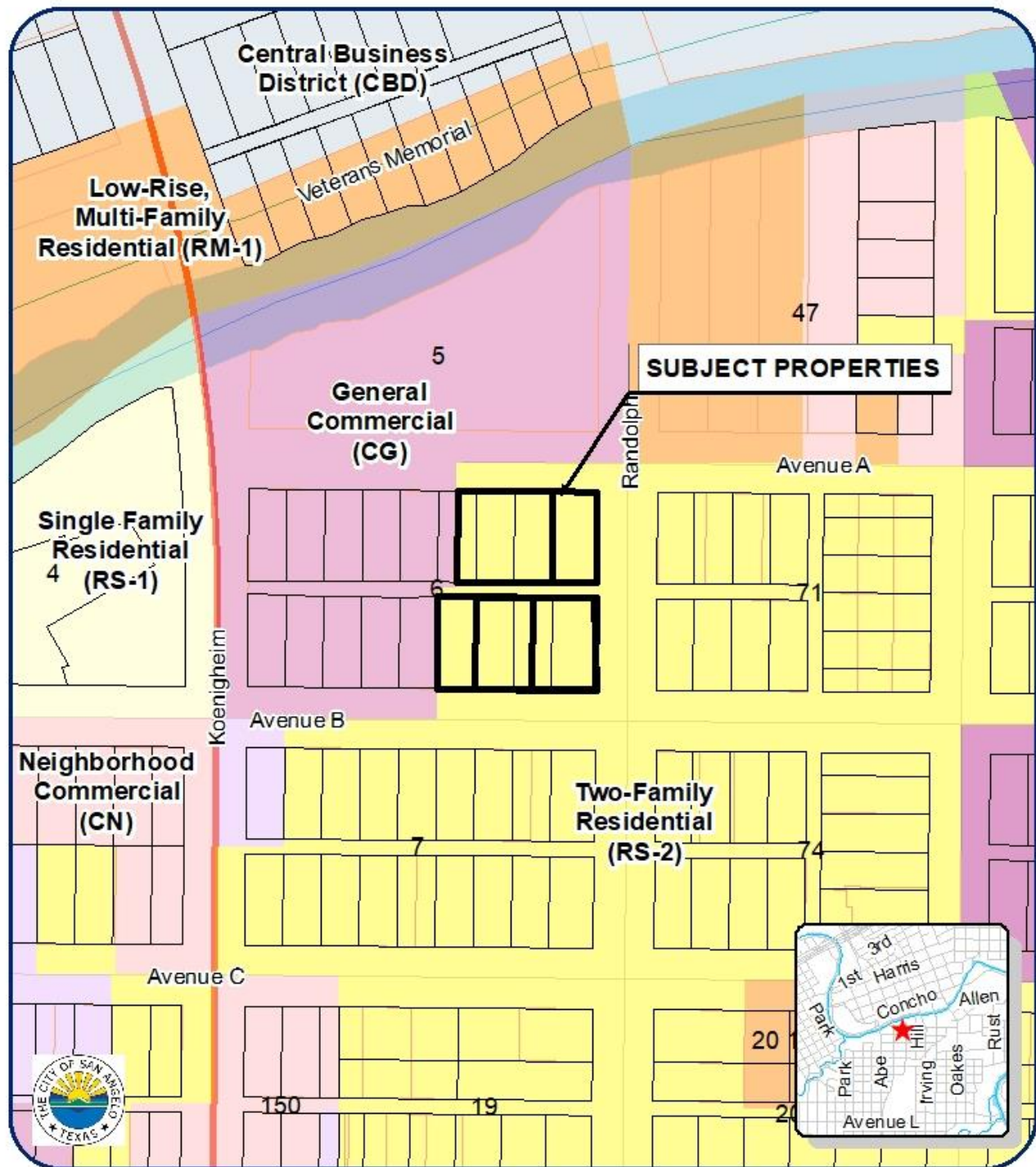
Scale: 1" approx. = 175 ft

SE of S. Koenigheim St. and W. Ave. A

**Legend**

Subject Properties:

Current Zoning: **RS-2**Requested Zoning Change: **RM-1 and CG**Vision: **Downtown**

**Rezoning****Z22-13: Part of 300 Blks. of W. Avenue A & B**

Council District 3 - Harry Thomas

Neighborhood: Fort Concho

Scale: 1" approx. = 175 ft

SE of S. Koenigheim St. and W. Ave. A

**Legend**

Subject Properties:

Current Zoning: **RS-2**Requested Zoning Change: **RM-1 and CG**Vision: **Downtown**

Close-Up of Block including 308 W. Avenue B



For the PLANNING COMMISSION

Please call (325) 657-4210 if you have any questions about this notice.

CASE #: Z22-13

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CONCHO QUARTERS LLC

Parcel I.D.: 5

Address: 1930 SPRING CREEK DR

Mailing To: ATTN: Planning and Development Services
52 W. College Ave
San Angelo TX 76903

Email: planning@cosatx.us

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: Concho Quarters LLC

Jeff

Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue
Application for Approval of a Zone Change

**Section 1: Basic Information**

Name of Applicant(s): Brent & Teri Koester

☒ Owner	☐ Representative (Notarized Affidavit Required)		
11461 Twin Lakes Lane	San Angelo	TX	76904
Mailing Address	City	State	Zip Code
503-999-9862	terjoyk@gmail.com		
Contact Phone Number	Contact E-mail Address		
308 W. Avenue B	San Angelo	TX	76903
Subject Property Address	City	State	Zip Code

Legal Description (can be found on property tax statement or at www.tamgreencad.com)

Property ID: R000010336 Geo ID: 21-38100-0006-010-00

Existing Zoning: RS2 Proposed Zoning: RM1 Lot size: _____

(Zoning Map available on [City Maps](#))**Section 2: Site Specific Details**

Existing Use of Property: 2 rental units

*Proposed Use of Property: 3 rental units

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;
- ☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
- ☒ If approved, a zone change is applied to the property, not the property owner.
- ☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
- ☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
- ☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
- ☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
- ☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

July 19, 2022

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

Brent Koester

Owner Name (Print)



Signature

Teri Koester

Company/Organization (If Applicable)

5/19/2022

Date

Representative Name (Print)

Signature

Company/Organization

Date

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: ____/____/____

Case No.: Z 22-13Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ ____

Receipt #: ____

Date paid: ____/____/____

Sign Deposit \$37.50

Receipt #: ____

Date paid: ____/____/____

Affidavit attached?

☐ Yes☐ No☐ N/A

Applicant's signature on information sheet?

☐ Yes☐ No

Previous Zone Change Inquiry?

☐ Yes☐ No

If yes, ZCI case no.: ____

River Corridor Commission?

☐ Yes☐ No

If yes, RCC meeting date: ____/____/____

Planning Commission hearing date: ____/____/____

Date notifications due: ____/____/____

City Council hearing date: ____/____/____

Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: ____

Date: ____/____/____

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: **1.08 ACRES LOCATED SOUTHEAST OF S. KOENIGHEIM STREET AND WEST AVENUE A**; FROM THE TWO-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT TO THE LOW RISE MULTIFAMILY (RM-1) AND GENERAL COMMERCIAL (CG) ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z22-13: PART OF 300 BLOCKS OF W. AVENUE A AND W. AVENUE B

WHEREAS, on the 20th day of June, 2022, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Low Rise Multifamily (RM-1) and General Commercial (CG) Zoning Districts; and,

WHEREAS, on the 19th day of July, 2022, City Council held a public hearing on Z22-13, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned LOW RISE MULTIFAMILY (RM-1) AND GENERAL COMMERCIAL (CG) Zoning Districts:

The real properties located southeast of S. Koenigheim Street and W. Avenue A:

- a) **To be rezoned RM-1: the east 25 feet of Lot 6, and all of Lots 7-12 in Block 6 of the Park Heights Addition, comprising a total of 0.943 acres, San Angelo, Tom Green County, Texas.**
- b) **To be rezoned CG: Lot 13 in Block 6 of the Park Heights Addition, comprising a total of 0.137 acres, San Angelo, Tom Green County, Texas.**

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance.

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 with public hearing on the **19th day of July, 2022**, and finally PASSED, on this the **2nd day of August, 2022**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

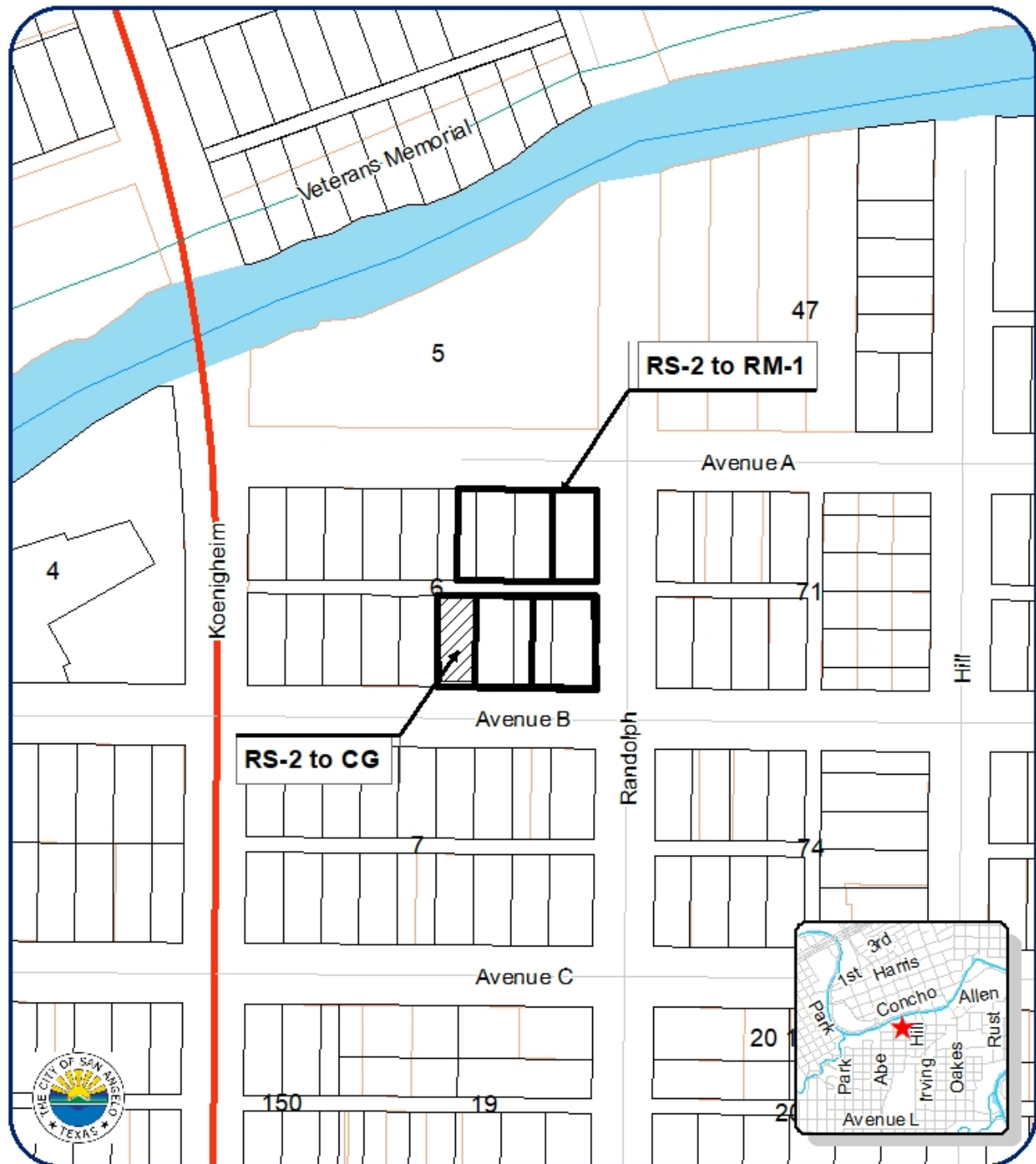
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Rezoning

Z22-13: Part of 300 Blks. of W. Avenue A & B

Council District 3 - Harry Thomas

Neighborhood: Fort Concho

Scale: 1" approx. = 175 ft

SE of S. Koenigheim St. and W. Ave. A

N



Legend

Subject Properties:

Current Zoning: **RS-2**

Requested Zoning Change: **RM-1 and CG**

Vision: **Downtown**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325-657-4210

Meeting Date: August 2, 2022

Item type: Consent Item

Caption:

Second reading of an ordinance for Z22-15 to rezone properties from Two-Family Residential zoning district to Office Commercial zoning district, being 0.23 acres, located at 103 and 107 W. 14th St. (Jon James)

Staff Recommendation:

Adopt

Summary/History:

On January 24, 2022, the applicants' request for a rezoning from RS-2 to CN, Neighborhood Commercial, on the property was denied by the Planning Commission. They appealed to the City Council where the Planning Commission decision was upheld resulting in a denial of the rezoning. The applicants have an existing church and are looking at adding a retail component. They have now returned with this rezoning from RS-2 to CO, Office Commercial, which is a lower intensity district than the originally requested CN. If approved, the applicants intend to apply for an amendment to their existing Conditional Use for a church to allow the additional use of a faith-based bookstore.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

On June 20, 2022, the Planning Commission voted 3-2 to recommend approval of the rezoning. Vice Chair Jackson, and Commissioners Aguirre and Gomez voted in favor, and Chair Stribling and Commissioner Uherik voted against.

On July 19, 2022, City Council voted 5-2 to approve the zone change with Council Members Thomas and Hesse Smith opposed.

Attachments:

- | | | |
|----|-----------------------|---------------------------|
| 1. | Staff Report (Z22-15) | Staff Report (Z22-15).pdf |
| 2. | Ordinance (Z22-15) | Ordinance (Z22-15).docx |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher

Zachary Rainbow

Jon James

Brandon Dyson

Jon James

Theresa James

Julia Antilley

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval



STAFF REPORT - Z22-15

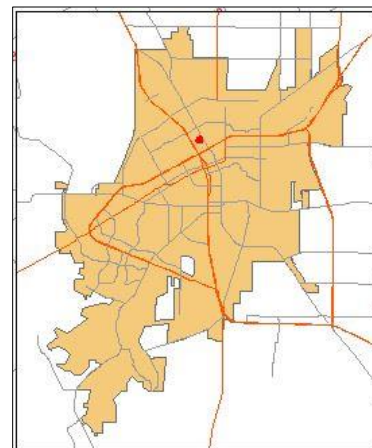
Scheduled Hearings:

Planning Commission: June 20, 2022

City Council 1st reading: July 19, 2022

City Council 2nd reading: August 2, 2022

APPLICATION TYPE:		CASES:	
Rezoning		Z22-15: 103 & 107 W. 14 th St.	
SYNOPSIS:			
On January 24, 2022, the applicants request for a rezoning from RS-2 to CN on the property was denied by the Planning Commission. They appealed to City Council where City Council upheld the Planning Commission denial and the rezoning was not approved. The applicants have an existing church and are looking at adding a retail component. They have now returned with this rezoning from RS-2 to CO which allows less intense uses than CN. If approved, the applicants intend to apply for an amendment to their existing Conditional Use for a church to allow the additional use of a faith-based bookstore. On June 20, 2022, the Planning Commission voted to recommend approval of the zone change by a vote of 3-2 with Vice Chair Jackson, and Commissioners Aguirre and Gomez voting in favor, and Chair Stribling and Commissioner Uherik voting against.			
LOCATION:		LEGAL DESCRIPTION:	
Southwest corner of N. Irving St./W. 14 th St.		Lots 1 and 2 in Block 79, Miles Addition	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #4 – Lucy Gonzales Blackshear Neighborhood	RS-2	N – Neighborhood	0.23 acres
NOTIFICATIONS:			
23 notifications for Z22-15 were mailed within a 200-foot radius on May 6, 2022. No responses have been received to date.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the Two-Family Residential (RS-2) Zoning District to the Office Commercial (CO) Zoning District; being 0.23 acres, located at 103 & 107 W. 14 th Street.			
PROPERTY OWNER/PETITIONER:			
<i>Property Owners and Applicants:</i> Edward and Linda Gonzales			
STAFF CONTACT:			
Jeff Fisher, AICP Chief Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			



Rezoning: 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 as outlined in #1 through #7 below:

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The property is located within a “Neighborhood” Future Land Use designation in the City’s Comprehensive Plan, updated in 2009. The neighborhood policies call to “promote an appropriate balance of use within each neighborhood” and that there should be a “neighborhood commercial center within walking distance of all homes within the defined neighborhood boundary.” Rezoning to Office Commercial (CO) is consistent with these policies. CO zoning would allow the existing church to serve the surrounding residential neighborhood, and require an amendment to the existing Conditional Use (CU) for the faith-based bookstore. The CU amendment would allow the Commission to require certain conditions to ensure compatibility with the neighborhood, and ensure no other incompatible retail uses would be allowed, as it would be exclusively for the bookstore.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* The combined lots will have a lot area of 10,000-sq. ft. in compliance with CO zoning. There are currently two parking spaces on the property for the church as required. Any portion of the building used for a bookstore will require a change of occupancy permit and additional parking at 1 space per 200 sq. ft. of floor area accessible to the public. Staff measured the remaining concrete area on the property and the applicant can stripe at least four more parking spaces if needed.
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 CO zoning is compatible with the surrounding area which contains other commercial and institutional uses. These include The Church of the Bread of Life to the west approved by the Planning Commission on December 17, 2018 (CU18-24), a funeral home approved in 1954 by a Special Permit (SP153), and commercial zoning and uses along the Martin Luther King Drive and N. Chadbourne Street corridors nearby.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The applicants and operators of the church wish to add a faith-based bookstore which is not allowed in the RS-2 zoning or the approved Conditional Use which only allows the church.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* Staff does not anticipate any adverse

environmental affects at this time. If additional parking is required at time of permitting, a review of drainage, grading, and stormwater will be conducted by Engineering Services to address any environmental issues.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Staff believes there is a need for small-scale, office commercial zoning in this area. A faith-based bookstore should generate less traffic than a retail use such as a coffee shop, and is compatible with the existing church.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The property is located on a corner property fronting a collector road (14th Street) and not in the middle of residential homes, respecting the existing land use pattern already established.

Recommendation:

Staff recommends **APPROVAL** of a rezoning from the Two-Family Residential (RS-2) Zoning District to the Office Commercial (CO) Zoning District; being 0.23 acres, located at 103 & 107 W. 14th Street.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Application



Rezoning

Z22-15: 103 & 107 W. 14th St.

Council District 4 - Lucy Gonzales

Neighborhood: Blackshear

Scale: 1" approx. = 175 ft

SW of N. Irving St. and W. 14th St.



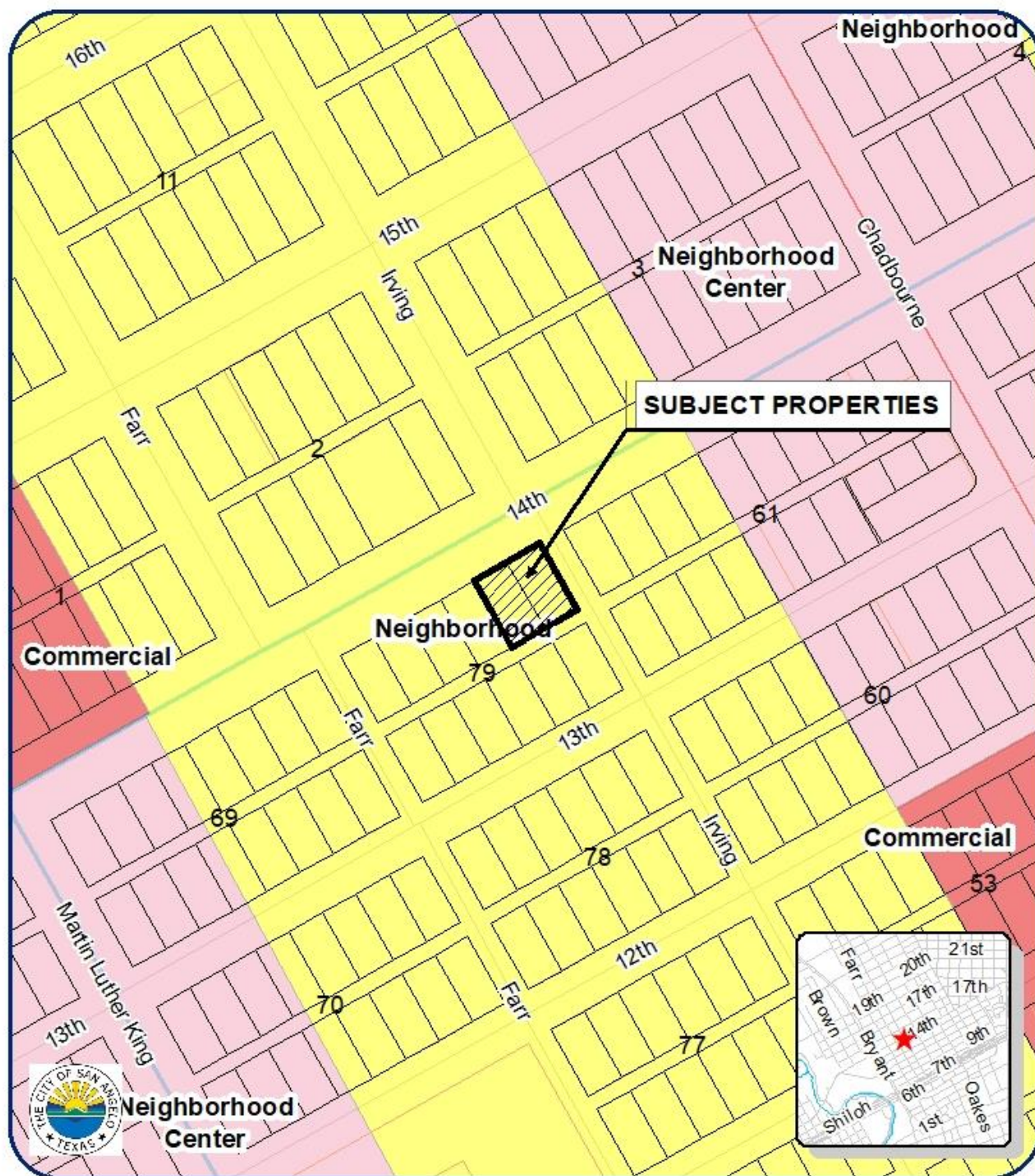
Legend

Subject Properties: 

Current Zoning: **RS-2**

Requested Zoning Change: **CO**

Vision: **Neighborhood**



Rezoning

Z22-15: 103 & 107 W. 14th St.

Council District 4 - Lucy Gonzales

Neighborhood: Blackshear

Scale: 1" approx. = 175 ft

SW of N. Irving St. and W. 14th St.



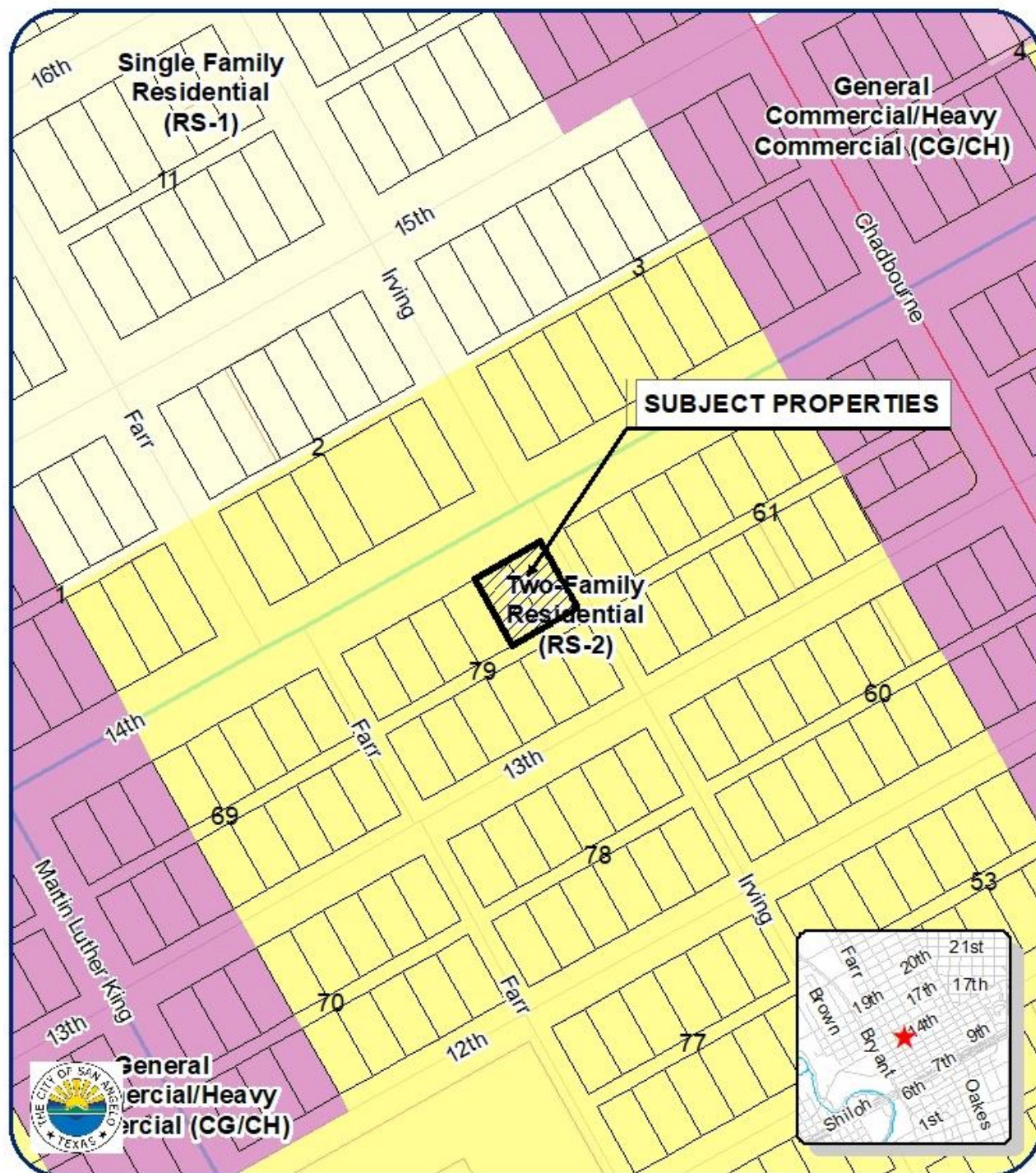
Legend

Subject Properties: 

Current Zoning: **RS-2**

Requested Zoning Change: **CO**

Vision: **Neighborhood**



Rezoning

Z22-15: 103 & 107 W. 14th St.

Council District 4 - Lucy Gonzales

Neighborhood: Blackshear

Scale: 1" approx. = 175 ft

SW of N. Irving St. and W. 14th St.



Legend

Subject Properties: 

Current Zoning: **RS-2**

Requested Zoning Change: **CO**

Vision: **Neighborhood**

Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue
Application for Approval of a Zone Change



Section 1: Basic Information

Name of Applicant(s): Edward and Linda Gonzales

☒ Owner

☐ Representative (Notarized Affidavit Required)

Po Box 3485

San Angelo

Texas

76902

Mailing Address

City

State

Zip Code

(325) 245-6485

gonza.32@hotmail.com

Contact Phone Number

Contact E-mail Address

103 & 107 W. 14th

San Angelo

Texas

76903

Subject Property Address

City

State

Zip Code

Lot 1 & 2, Blk:79, Subd: Miles Addition

Legal Description (can be found on property tax statement or at www.texasgreenacad.com)

Existing Zoning: RS2 Proposed Zoning: CO Lot size: 0.23 acres

(Zoning Map available on [City Maps](#))

Section 2: Site Specific Details

Existing Use of Property: Church

*Proposed Use of Property: Church and/or other permitted uses

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;
- ☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
- ☒ If approved, a zone change is applied to the property, not the property owner.
- ☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
- ☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
- ☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
- ☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
- ☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

Edward Gonzales/Linda Gonzales

Edward Gonzales
Signature

05-25-22

Owner Name (Print)

Company/Organization (If Applicable)

Date

Representative Name (Print)

Signature

Company/Organization

Date

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: 5, 25, 22

Case No.: Z 22-15

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 645

Receipt #: 0288401 Date paid: 5, 25, 22

Sign Deposit \$37.50 20.00

Receipt #: _____ Date paid: ____/____/____

Affidavit attached? ☐ Yes ☐ No ☐ N/A Applicant's signature on information sheet? ☐ Yes ☐ No

Previous Zone Change Inquiry? ☐ Yes ☐ No If yes, ZCI case no.: ____-____

River Corridor Commission? ☐ Yes ☐ No If yes, RCC meeting date: ____/____/____

Planning Commission hearing date: 6, 20, 22 Date notifications due: ____/____/____

City Council hearing date: 7, 19, 22 Packets due date: ____/____/____

Publication date: 8, 2, 22

Reviewed/Accepted by: _____ Date: ____/____/____

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: **0.23 ACRES LOCATED AT 103 AND 107 W. 14TH STREET, SOUTHWEST OF N. IRVING STREET AND W. 14TH STREET**; FROM THE TWO-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT TO THE OFFICE COMMERCIAL (CO) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z22-15: 103 & 107 W. 14TH STREET

WHEREAS, on the 20th day of June, 2022, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Office Commercial (CO) Zoning Districts; and,

WHEREAS, on the 19th day of July, 2022, City Council held a public hearing on Z22-15, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned OFFICE COMMERCIAL (CO) Zoning District:

The real property located southwest of N. Irving Street and W. 14th Street, being Lots 1 and 2 in Block 79 of the Miles Addition, comprising a total of 0.23 acres, San Angelo, Tom Green County, Texas.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning

& Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance.

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 with public hearing on the **19th day of July, 2022**, and finally PASSED, on this the **2nd day of August, 2022**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

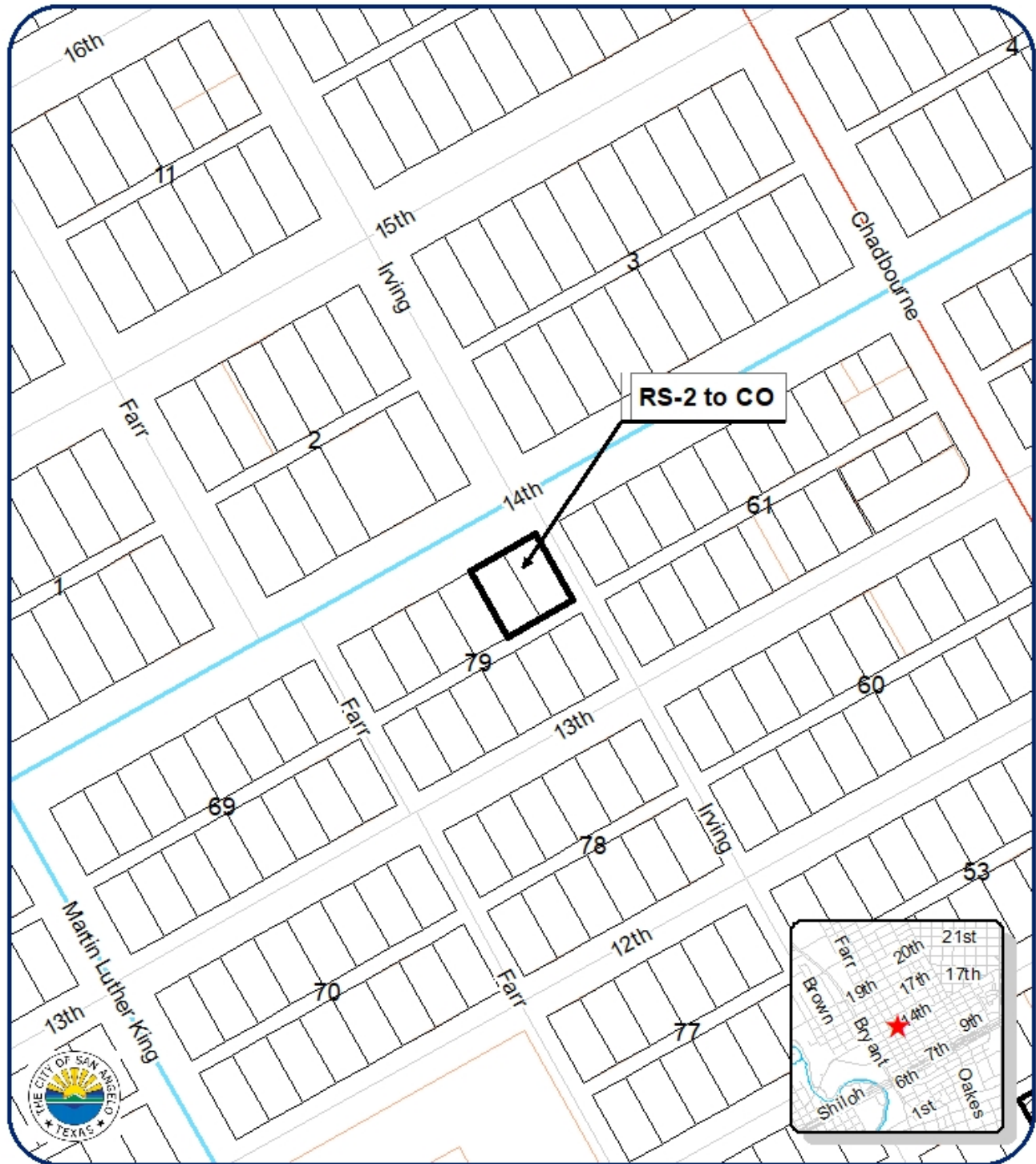
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



Rezoning

Z22-15: 103 & 107 W. 14th St.

Council District 4 - Lucy Gonzales

Neighborhood: Blackshear

Scale: 1" approx. = 175 ft

SW of N. Irving St. and W. 14th St.



Legend

Subject Properties: 

Current Zoning: **RS-2**

Requested Zoning Change: **CO**

Vision: **Neighborhood**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, Director of Human Resources/Risk Management, Human Resources/Risk Management, 325-657-4221

Meeting Date: August 2, 2022

Item type: Regular Item

Caption:

Consider matters related to Request for Proposal HR-02-22:

1. Discussion of proposals submitted for benefits regarding Medical/Pharmacy, Clinic, Dental, and Life/AD&D
2. Consider selecting Benefit Providers, authorizing staff to negotiate contracts, and authorizing the City Manager to execute all related documents (Presentation made by Holmes Murphy Senior Client Service Consultant Jason Newman and Human Resources Director Bryan Kendrick)

Staff Recommendation:

Approve

Accept

Summary/History:

The RFP was issued on April 26, 2022, with a closing date of June 7, 2022.

Holmes-Murphy Consultants and HR Staff evaluated the bids.

The current vendors are as follows:

- Medical = Aetna/Shannon
- Pharmacy = Aetna
- Clinic = Shannon
- Dental = Delta Dental
- FSA = WEX
- EAP = Deer Oaks
- Vision=Superior Vision
- Post 65 Retiree Benefits = Retire First
- COBRA Administration = PlanSource

Funding Source(s):

Financial Impact:

Staff will present multiple options for City Council and the Budget Division will have approximate costs for the various options ready to present at the meeting.

Other Information/Recommendation:

Staff recommends awarding the bids to:
Aetna/Shannon for Medical
Aetna for Pharmacy
Shannon for Clinic
Lincoln for Dental
Symetra for Life/AD&D

Attachments:

Presentation:

Bryan Kendrick

Approvals/Reviews:

Bryan Kendrick	Created/Initiated
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Julia Antilley, City Clerk, City Clerk, 325-657-4405

Meeting Date: August 2, 2022

Item type: Regular Item

Caption:

Discussion and direction regarding the Charter Review Committee's presentation (Presentation made by the Charter Review Committee)

Staff Recommendation:

Direction from Council

Summary/History:

The City Council appointed a Charter Review Committee at their June 21, 2022 meeting. The committee has met eight times to discuss Sections 60-64 of the Charter, pertaining to the Chief of Police provisions, with the goal of reviewing all aspects and recommending to the City Council what is best for the City of San Angelo.

Funding Source(s):

Financial Impact:

The City of San Angelo has a scheduled election in both November 2022 and May 2023. If the city chooses to take this to an election at either of these dates, there is no extra cost to the city to add charter revisions to the ballot.

Other Information/Recommendation:

Members of the CRC are:

Allen Gilbert

Mark Lack

David Howard

Kandi Pool

Billie DeWitt

Jeff Curry

Ronald "JJ" Graham

Attachments:

Presentation:

Charter Review Committee

Approvals/Reviews:

Julia Antilley
Theresa James
Julia Antilley

Created/Initiated
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jon James, Director of Planning & Development Services, Planning and Development Services, x1180

Meeting Date: August 2, 2022

Item type: Regular Item

Caption:

Consider approving amendments to the Tax Increment Reinvestment Zone Incentives Policy (Jon James)

Staff Recommendation:

Approve

Summary/History:

A few months ago the Tax Increment Reinvestment Zone (TIRZ) Board began discussions on possible changes to the TIRZ Incentive Policies for the incentive grant program. Currently there are two policies, one for the North TIRZ area and one for the South TIRZ area. After multiple discussions with the TIRZ Board, staff drafted these revised policies based on their input, as well as comments staff has heard from applicants in previous cycles. Below is a summary of the major changes in this revised document:

- The two TIRZ policies have been combined into one policy, since over 90% of the policies were the same. The new policy simply identifies provisions that only apply to one area or the other.
- The new policy introduces new prioritization criteria to assist the Board and Council in comparing applications, especially when funding is not available to fund all projects.
 - This prioritization places the highest priority on historic preservation, housing, and building aesthetics, with secondary priority on landscaping and other aesthetic improvements not related to the building, as well as health/safety improvements, like fire sprinklers (see subsequent change below). Lower priority is given to eligible interior improvements, signage, and parking lots/paving.
 - Also, projects or owners that have not received recent funding will be prioritized over those that have received funding; improvements to blighted properties over those already improved; improvements visible from the street over those that are not; occupied or to-be-occupied buildings over vacant buildings; and projects that will expand the tax base over ones that do not.
- The new policy clarifies that matching funds put toward the project must also be for TIRZ-eligible improvements (this has been applied by the Board in recent years as part of their discretionary review, but was not formally a part of the policy).
- In addition, there are a number of cleanup items to simplify the policy and clarify certain provisions.

At their July meeting, the TIRZ Board approved some additional revisions to the TIRZ Incentive Policy (highlighted in the attached document), including:

- Fire sprinkler projects moved to "High" priority for project rankings
- In the North TIRZ area, parking lot improvements are eligible as a standalone project (previously parking lot paving was only eligible for funding as part of a larger project)
- In the North TIRZ area, the application cycles (twice per year) are eliminated, allowing incentive applications at any time throughout the year (South TIRZ projects would still be done during 1-2 yearly cycles)
- In the North TIRZ area, matching fund requirements were reduced. With the proposed changes, a match would only be required for projects over \$25,000 (up from \$10,000) and the matching amount for larger projects was reduced from 25% to a 10% match.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

At their January 11, 2022 meeting, the TIRZ Board unanimously recommended approval of these changes by a vote of 6-0.

At their July 26, 2022 meeting, the TIRZ Board unanimously recommended approval of additional changes to the policy by a vote of 6-0.

Attachments:

- | | | |
|----|--|--|
| 1. | TIRZ Incentives Policy Combined (Draft Revisions July 2022) TIRZ Board additional changes (with original redlines) | TIRZ Incentives Policy Combined (Draft Revisions July 2022) TIRZ Board additional changes (with original redlines).pdf |
|----|--|--|

Presentation:

Jon James

Approvals/Reviews:

Jon James	Created/Initiated
Holly Voth	Approved
Jon James	Approved
Theresa James	Approved
Julia Antilley	Final Approval



TIRZ ~~SOUTH~~ INCENTIVES POLICY

BACKGROUND

To encourage revitalization and infill development of properties which fall within the ~~South TIRZ Tax Increment Reinvestment Zone (TIRZ)~~ area, the City of San Angelo offers many unique incentives. The goal is to fund projects that bring new business and positive impacts to this area in an aggressive way. Please refer to the maps ~~at the end of this document on page 7 of the TIRZ South Incentives Policy~~ to see if your business/property falls within the ~~South~~ zone. For more information, contact ~~Shannon Scott~~ in the Economic Development Department at 325-653-7197 ~~ex. 4~~.

These incentives are part of an overall strategy to leverage investment, lower the cost of doing business and incentivize property owners choosing to improve properties in the target area. They are also intended to preserve the architectural and historic character of buildings and corridors within the South zone.

Specifically excluded from the TIRZ ~~South~~ Incentives Policy are properties zoned RS.

Non-profit organizations are not eligible for TIRZ incentives in the South zone, with the exception of government entities.

Non-profit organizations may be eligible for TIRZ incentives in the North zone, if the TIRZ Board and City Council make a finding that a significant economic impact will be created as a result of the project. Providing funding for a non-profit organization under this policy shall require a favorable vote of at least three-fourths of all the members of the TIRZ Board and City Council.

ELIGIBILITY

1. Must fall within the North or South TIRZ boundary (see ~~pg. 7 for a the maps of the South Zone at the end of this document~~)
2. The *Project Criteria* listed below will be considered when making grants, but will not necessarily be required.
3. The request for funding must be composed of one or more of the eligible *Incentive Types* listed ~~on pages 2 and 3 below~~

PROJECT CRITERIA

Does the Project:

- Provide connections between activities?
- Improve pedestrian & vehicular infrastructure?
- Provide or reinforce usable & defined open space?
- Strengthen the focus area's identity?
- Support the goals of making the area a cultural, leisure and tourist destination?
- Improve the utilities and/or drainage infrastructure?
- Remediate environmental deficiencies or enhance public safety?
- Promote mixed-use development?
- Utilize architectural styles that compliment to historic areas already in existence?

- Help to mitigate or eliminate undesirable views or outside storage?
- Reduce the visual impact of parking areas?
- Preserve or provide natural landscaping?
- Implement environmentally friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- Include an aggressive match by the applicant, in excess of what is minimally required?

INCENTIVE TYPES

- **Façade Improvement-** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in façade improvements on existing buildings which are part of approved projects. Signage can be funded as part of broader aesthetic improvements, but generally will not be funded as a standalone project, with the exception of repair and revitalization of historic signage in the downtown.
In the South zone, rReview and approval of the proposed façade design will be based upon the design standards outlined in the River Corridor Master Development Plan. For buildings identified as resources within the 2006-~~or~~, 2009 or 2021 Historic Resources Survey, or which are historically designated, the review and approval of the proposed design will also be based upon the design standards outlined in the Central Business/Old Town Historic District Design Guidelines. Buildings identified as resources in the 2006, ~~and~~ 2009, or 2021 Survey are strongly encouraged to apply, at no cost to the applicant, for a Historic Overlay through the Design and Historic Review Commission.
- **Historic Preservation-** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the preservation, sustainability and conservation of historic buildings, structures and materials that maintain or revitalize the building or property's historical integrity.
- **Landscape Installation-** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in new landscaping for approved projects. Review and approval of the proposed landscaping design will be based upon the design standards outlined in the River Corridor Master Development Plan and plant selection as outlined in the Drought Tolerant Plantings Guide.
- **Outside Storage Screening-** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the screening of outside storage areas.
- **Paving-** As part of an overall funding package, TIRZ funds could cover a portion or all of the costs involved in paving (or demolition as part of an overall redevelopment project). This could include parking areas, driveways, sidewalks, and curbing. However, independent paving projects in the South TIRZ area, such as for a parking lot, will generally not be funded unless part of a larger improvement project or where the parking lot includes aesthetic improvements such as screening, landscaping, etc. to help improve the appearance of the property and the zone.
- **Secondary Egress-** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the installation of additional exits *if required* by International or Fire Building codes. Written verification by the Fire or Building Code Official that the additional exit(s) are required must be provided.
- **Asbestos Abatement-** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the abating of asbestos *if required* by International Fire or Building codes.

- **Fire Sprinkler System & Monitored Smoke Alarm System-** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the installation of a fire sprinkler system or monitored smoke alarm system.
- **Sales Tax-** As part of the funding package, TIRZ funds could cover the sales tax on locally-purchased construction materials used on an approved project.
- **Property Tax-** As part of the funding package, TIRZ funds ~~could~~may be considered to cover a portion of property taxes – specifically the increment between the original appraised tax amount and the new appraised tax amount following improvements – beginning with the year a Certificate of Occupancy is granted in accordance with the schedule below. Property Tax incentives will only be considered for projects that have an overall total investment of \$750,000 or more. This is generally not a preferred funding mechanism but will be considered on a case-by-case basis for substantial projects based on the projected economic impact to the City. Applicants that are awarded for property tax incentive funding must show proof of payment of property taxes on or before February 1st of the payment year or will face forfeiture of their tax rebate for that year. Year 1 will include the first year in which the improvements are reflected in the new appraised value from the Tom Green County appraisal district. **Property tax incentives will be awarded in addition to the other listed incentives and are not counted toward the maximum award amounts.**

Year Rebate	Year 1	Year 2	Year 3	Year 4	Year 5
	100%	90%	80%	70%	60%

- **Job Creation Incentives-** This Incentive Policy does not preclude or serve as a guide for any incentives that may be granted based upon job creation by the City of San Angelo Development Corporation (COSADC). For more information about incentives possible from this source, contact ~~Shannon Scott in~~ the Economic Development Department at 325-653-7197 ~~ex. 4.~~
- **Development Fee Reductions-** As part of the funding package, TIRZ funds could cover development fees including:
 - Preliminary Plat, Final Plat, Amended Plat and Replat application fees
 - Abandonment of public right-of-way application fees
 - Application fees for release of easements
 - Dedication of a public right-of-way or easement
 - Special Use, Conditional Use or Zone Change application fees
 - Building Permit fees
 - Off-site sign demolition permit fees (removal of billboards)
 - Permit fees for demolition of any non-historic building or structure
 - Architectural fees
 - Engineering fees
 - Water tap fees

REQUIRED APPLICATION DOCUMENTS

- A completed application
- A substantiation of the need for funding requested via a proposed project budget (Worksheet A)
- A brief narrative illustrating how the project meets the *Project Criteria* outlined on page 1
- Zone impact statement projecting the activity, economic benefit and positive impact of property taxes that will be generated as a direct result of the completion of the project(s).
 - Activities/benefits generated by the Project
 - Activities/benefits of adjacent properties
 - How the project will enhance the District
- Current appraised value of the subject property
- Renderings/Elevation drawings of the proposed work (What the project will look like when complete)
- Current photos
- A completed W-9
- Approval letter from the Design and Historic Review Commission (DHRC), (if applicable)
- Prior TIRZ funding (if applicable) that has been previously awarded to the subject property or applying applicant

(The Application and Project Budget (Worksheet A) can be found online at cosatx.us/TIRZ).

AWARD AMOUNTS

SOUTH	If total cost of Project is less than or equal to \$10,000	25% minimum match required from applicant	Maximum award of \$10,000
NORTH	If total cost of Project is less than or equal to \$10,000 <u>\$25,000</u>	No minimum match required from applicant	Maximum award of \$10,000 <u>\$25,000</u>
NORTH	If total cost of Project is greater than \$10,000 <u>\$25,000</u>	25% <u>10%</u> minimum match required from applicant	Maximum award of \$75,000
SOUTH	If total cost of Project is greater than \$10,000	25% minimum match required from applicant	Maximum award of \$75,000

Each project award may be issued as follows:

- ~~For projects less than or equal to \$10,000:~~ Once the incentive funding has been authorized by the ~~Economic Development Department~~City Staff, the TIRZ Board and the City Council, an Incentive Agreement will be prepared which will outline the requirements of the policy and include recapture provisions in the event that the project is not completed within the maximum two year period, or not completed in accordance with the approved drawings and Incentive Agreement. If the project cannot be completed within the 2 year period, an extension must be requested and granted by the TIRZ Board. Work can begin on other portions of the project, however, *work may not begin on the approved incentive items until an Incentive Agreement is executed and a Letter to Proceed is issued.* ~~Upfront payment to the applicant for 10% of the approved incentive funds will occur once the Incentive Agreement is executed; the remaining 90%~~Payment of the incentive funds will be remitted once the project is complete and deemed compliant with the approved drawings and Incentive Agreement.
- Project costs used as matching funds must be for TIRZ-eligible expenses.

- ~~**For projects greater than \$10,000:** Once the incentive funding has been authorized by the Economic Development Department Staff, The TIRZ Board and the City Council, an Incentive Agreement will be prepared which will outline the requirements of the policy and include recapture provisions in the event that the project is not completed within the maximum two year period, or not completed in accordance with the approved drawings and agreement. If the project cannot be completed within the 2 year period, an extension must be requested and granted by the TIRZ Board. Work can begin on other portions of the project, however, work may not begin on the approved incentive items until an Incentive Agreement is executed and a Letter to Proceed is issued. Upfront payment to the applicant for 10% of the approved incentive funds will occur once the Incentive Agreement is executed; the remaining 90% of the incentive funds will be remitted once the project is complete and deemed compliant with the approved drawings and Incentive Agreement.~~

AWARD RANKINGS

Projects in the South TIRZ area will be considered during one or more application cycles each Fiscal Year. Projects in the North TIRZ area will be considered throughout the year and applications may be submitted at any time. Proposed projects submitted during the application window(s) ~~identified on pages 3 and 4~~ will be ranked and the highest ranked will be considered for funding first.

Rankings will be determined in review utilizing:

- The project fulfilling one or more of the *Project Criteria* listed on page 1
- The appearance of the proposed project
- The location of the proposed project
- Projects will be prioritized based on the following:
 - High priority – housing, historic preservation, **fire sprinklers and related improvements**, and building aesthetics
 - Medium priority – landscaping, other aesthetic improvements, and **other** health/safety improvements ~~(fire sprinklers, etc.)~~
 - Low priority – internal building improvements and signage
 - Lowest priority – parking lots and other paving (and only funded as part of a larger project)
- In general, sites and/or owners that have not received funding within the past year will be prioritized over those that have received funding.
- Projects improving a blighted property will be prioritized over properties that are not blighted.
- Physical improvements visible from a public street right-of-way will be prioritized over improvements that are not visible from a public street right-of-way.
- An occupied building or one with immediate occupancy planned will be prioritized over vacant buildings.
- A project that will expand the tax base within the zone will be prioritized over one that does not.
- The level of investment/overall fiscal impact, as well as any other information determined pertinent by the staff, the TIRZ subcommittee ~~or~~ TIRZ Board, and City Council.

OTHER IMPORTANT INFORMATION

- For all projects – Receipt of a complete application package by the Economic Development Department – and issuance to the applicant of a Letter to Proceed and signed Executed Incentive Agreement is required before work can begin on the approved incentive items.
- The Letter to Proceed will include the completion date on the portion of the project that is approved for incentive funding - two years from the issuance of this letter. If an extension past two years is requested, it must be presented to the TIRZ Board for determination.

- Unlike in previous TIRZ incentive policies, applicants will not be required to submit bids for work. Rather, the applicant will provide the total cost of the project via an overall scope and project budget (Worksheet A), and demonstrate how they will meet the required match, with the remaining cost constituting the request for incentive funding. The request for incentive funding must be composed of one or more of the eligible *Incentive Types* and substantiated with a cost estimate, estimated budget, or other means of documentation.
- The maximum request for incentive funding will be considered; however, the request may be denied for incentive funding, approved for partial incentive funding, or fully approved for incentive funding, based upon how well the proposed project meets the *Project Criteria* outlined on page 1. In addition, when the current year of incentive funds are exhausted, the TIRZ Board may elect to fund additional projects when incentive funding is available, by approving the project to begin and making reimbursement – subject to all restrictions outlined in the Incentive Agreement – in the following fiscal year. In no circumstance shall an existing TIRZ Board make incentive funding commitments more than one cycle in the future.
- In 2017, the TIRZ Board voted to annually allocate at least 25% of TIRZ funding for public projects from each the North and South zones. Public project allocated funds will be accumulated annually until spent.
- All application requirements must be met in order to be eligible for the maximum reimbursement amounts.
- An appeal of any administrative decision can made to the TIRZ Board.
- All Incentive Agreements must be signed and executed within 60 days of City Council approval or applicant will forfeit all approved incentive funding.

OTHER IMPORTANT INFORMATION – SOUTH ONLY

- In determining whether or not to fund a project, City Staff and TIRZ Board Members will utilize the *Project Criteria*, some of which are contained within the recommendations of the Downtown Master Development Strategic Plan as recommended items for investment in order to realize the potential of the district, and others which were identified in the adopted River Corridor Master Development Plan and TIRZ Project Plan.

In 2013, The City Council adopted *The Downtown Master Development Strategic Plan*, which identified 3 areas of focus that the TIRZ South Zone should support.

- Category A - OFFICE/WORKFORCE- This includes potential building area, vacant office space and new office space
- Category B - RESTAURANT/ENTERTAINMENT- This includes food services and drinking places, full-service restaurants, limited service eating places, special food services, drinking places - alcoholic beverages
- Category C - HOUSING/HOTEL- This includes multi-family units

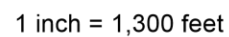
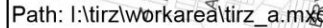
In addition, the TIRZ Board identified the following additional area of focus for the TIRZ South Zone.

- Category D - RETAIL/SALES

ZONING REQUIREMENTS

Any business which applies for incentives through the TIRZ Policy and is currently zoned CG/CH must rezone their property ~~in compliance with CG/CH Rezoning Plan or any other zoning classification approved by the City of San Angelo Planning Division~~. Proposals for CG/CH zoning were banned by the San Angelo Planning Commission and City Council in 1972 due to the harmful effects created such as unlimited outside storage and a range of incompatible allowed uses. ***Rezoning fees for this item will be waived.***

Unless specifically exempted, all projects seeking TIRZ incentive funding must meet current building standards, codes and permitting requirements as well as be current on all taxing obligations. All TIRZ incentives are subject to incentive funding availability and final approval by the City Council. The City of San Angelo has adopted the International Existing Building Code, a developer - friendly code that allows for improvements that consider the design limitations of older buildings to encourage adaptive reuse by allowing different levels of modification to existing structures. Contact the Permits Division at 325-657-4210 for further information regarding questions about the International Existing Building Code.



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget, 325-657-4211

Meeting Date: August 2, 2022

Item type: Regular Item

Caption:

First reading and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for grants, capital items, and projects (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

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

- Railroad Museum Fencing
- Police Body Cameras
- 2022 Streets Bond issue
- WIC additional grant allocation for overtime

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			-\$70,067
Intergovernmental			\$0.00
General Debt			\$0.00
General Equipment Replacement			\$0.00
2022 Streets CO			\$0.00

Financial Impact:

See attached memos for additional information on each project.

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------------------------|--|
| 1. | 2022 08.02 Presentation - BA Memos | 2022 08.02 Presentation - BA Memos.pdf |
| 2. | 2022 08.02 Ordinance | 2022 08.02 Ordinance.docx |
| 3. | BA Memo - ALL | BA Memo - ALL.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle	Created/Initiated
Traci Cartwright	Approved
Kimberly Holle	Approved
Tina Dierschke	Approved
Theresa James	Approved
Julia Antilley	Final Approval



City Council

August 2, 2022

Budget Amendments

Tina Dierschke

Budget amendment

General Fund	Revenue	Expense
Railway Museum of San Angelo	28,160	
Fencing Replacement		28,160

Budget amendment

General Fund	Revenue	Expense
General Fund Transfer Out		70,067
Police - Body Cameras	70,067	70,067

Budget amendment

General Fund	Revenue	Expense
Certification of Obligation, Series 2022	16,161,688	
Street Improvements		16,161,688

Budget amendment

Intergovernmental Fund	Revenue	Expense
Texas Health and Human Services Grant	122,607	
WIC Overtime		122,607

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info@cosatx.us



AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, FOR GRANTS, CAPITAL ITEMS, AND PROJECTS.

WHEREAS, the City of San Angelo has determined that certain budgeted amounts should be amended due to purchases, and

WHEREAS, the resources necessary for these changes are available.

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

The City's budget for fiscal year 2021-2022 be amended by the amounts contained in **Exhibit "A"**.

INTRODUCED with public hearing on the 2nd day of August 2022, and finally PASSED on this 16th day of August 2022.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Julia Antilley, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

Exhibit A

**City of San Angelo
Proposed Budget Amendment**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General	28,160	98,227	(70,067)
Intergovernmental	122,607	122,607	-
General Debt Services	3,853	3,853	-
General Equipment Replacement	70,067	70,067	-
2022 Streets CO	16,161,688	16,161,688	-
	\$16,386,375	\$16,456,442	\$(70,067)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Street Improvements	Certificate of Obligation, Series 2022	16,165,541	16,165,541	-
WIC Overtime	WIC Grant	122,607	122,607	-
Fencing for the Railway Museum	General fund	28,160	28,160	-
Body Cameras and licenses	General Equipment Replacement	70,067	140,134	(70,067)
		\$16,386,375	\$16,456,442	\$(70,067)

Memo

To: Tina Dierschke, Finance Director
From: Ron Lewis, Facilities Maintenance Manager
Date: 08/02/2022
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Amending lease between COSA & the Railway Museum allowing COSA to purchase fencing from the Texas Correction Industries then the Railway Museum to reimburse COSA.

Source of Funding:

General fund until reimbursed by Railway Museum.

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

No

Project/Budget to be amended	Revenue	Expense
Railway Museum of San Angelo	28,160	28,160

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: David Howard, Asst. Police Chief
Date: 08/02/2022
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Year 2 of a 5 year contract for 45 additional body cameras for a total of 190 body cameras and licenses, and redaction software upgrade.

Source of Funding:

General Fund Balance

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

August 13, 2020 City Council Budget Workshop

Project/Budget to be amended	Revenue	Expense
General Fund - Transfer to Equipment Replacement		70,067
Police - Body Cameras	70,067	70,067

Additional Comments:

During the 2020 budget workshop, City Council discussed the funding plan for these costs. The initial cost of \$24,500 was funded utilizing Police forfeitures funds. Council directed PD staff to seek out additional grant dollars for years 2-5 of the contract amount, if funds were not located the City would fund this expenditure. Efforts to secure a grant have been unsuccessful. The majority of body worn camera grants are currently being offered to Departments that do not have an existing body worn camera program.

Memo

To: Tina Dierschke, Finance Director
From: Ryan Gaddy, Assistant Finance Director
Date: 08/02/2022
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

2022 Certificates of Obligation Issue for Streets Improvements

Source of Funding:

Debt Issue Proceeds

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

City Council, June 21, 2022

Project/Budget to be amended	Revenue	Expense
2022 Streets Certificate of Obligations	\$16,161,688	\$16,161,688

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Cristina Eureste, WIC Manager
Date: 08/02/2022
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Allocation of \$122,607 in additional funding from our Local Agency's Reissuance under Cash Value Benefits (CVB Amount).

Source of Funding:

Texas Health and Human Services

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

Yes, grant application approved in budget ordinance adopted September 21, 2021.

Project/Budget to be amended	Revenue	Expense
Grant	122,607	
Overtime		122,607

Additional Comments:



APPLICATION FOR
BOARDS and COMMISSIONS

Name: Michelle Barnett
Address: [REDACTED]
City: San Angelo State: TX Zip: 76904
Phone (Home): [REDACTED] (Office): 325-655-8376
Resident of San Angelo since: 2000 SMD: 1
Are you a registered voter of San Angelo? Yes: ☒ No: ☐
Occupation/Business Affiliation: House of Chemicals
Occupation/Business Address: 304 N. Chadbourne St.
Title/Position: Sales Representative
Email: [REDACTED]

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

MBarnett
Applicant's Signature

5/28/22
Date

NOTE: This application is a public record. * Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex, or disability.

Return to: julia.antilley@cosatx.us or City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76903

Applying for:

- ☐ Airport Advisory Board
- ☐ Airport Zoning Board
- ☐ Animal Shelter Advisory Committee
- ☐ Civic Events Advisory Board
- ☐ Civil Service Commission
- ☐ Construction Board of Adjustment & Appeals
- ☐ Design & Historic Review Commission
- ☐ Economic Development Corporation
- ☐ Fairmount Cemetery Board
- ☐ Fort Concho Museum Board
- ☒ Keep San Angelo Beautiful Board
- ☐ Park Commission
- ☐ Parks & Recreation Advisory Board
- ☐ Planning Commission
- ☐ Public Art Commission
- ☐ Tax Increment Reinvestment Zone Board
- ☐ Water Advisory Board
- ☐ Zoning Board of Adjustment

Specific membership criteria requirements apply - see back page for more information.

Recommended by: _____

Feel free to attach additional sheets, if necessary.

Based on your board selection, do you meet the membership criteria? ☒ Yes ☐ No

If no, which criteria (see back page for board criteria): _____

Education and/or Professional Licenses: see attached

Current Municipal and Civic Organization Memberships (position and dates): N/A

Previous Municipal Experience (position, location, and dates): N/A

What personal qualifications can you bring to this board? see attached

What is your personal vision for the City? see attached

Why do you want to serve on this board? see attached

Additional relevant information: _____

*The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk.

Education: I graduated with my Bachelor of Arts in Communication and Mass Media from Angelo State in 2021.

What personal qualifications can you bring to this board? I'm a strong believer in Martin Luther King Junior's quote, "Everybody can be great, because everybody can serve." I pride myself in being a good servant. I'm humbled by the fact that my parents instilled in me what it meant to serve. My parents have owned House of Chemicals since before I was born, and before that it was my Grandad who had it. All this to say, I have seen how they serve the community day in and day out. The examples before me have taught me not only how to serve but the importance of it. I know I bring a mind and heart for service to the table. I was born and raised in San Angelo, so I only want what is best for our city. I cannot expect to see changes without stepping up to lead myself. I have never feared leadership responsibilities, in fact throughout high school and college, I embraced them. Although I continue to lead on a daily basis at my family's company, I still have a yearning to be a part of something bigger than myself, to do something bigger.

What is your personal vision for the city? My vision for the city is to preserve its beauty and originality. Between the historic downtown, the riverwalk, Lake Nasworthy, and everything else that I failed to mention, San Angelo has so much to offer. In a world that is so focused on modernizing everything, I pray that we can keep San Angelo beautiful without feeling the need to change her. I pray that we do not turn her into a concrete jungle, but relish in the west Texas beauty of mesquite and wildlife that surrounds us.

Why do you want to serve on this board? My family has owned a business in downtown San Angelo for 57 years. My parents have owned their house on their lake for more than 25 years, and before that it was my grandparents'. We love this city with everything we have, and we always want what is best for San Angelo. I want to serve on this board because it would mean having a voice for the city. Being able to stand up for my home and make sure we continue to respect it is a huge reason I feel compelled to serve. Majority of people around my age (18-25) do not understand how much of a gem our town is. So many of my friends want to move on to bigger cities that "have more to offer." I completely disagree. My fiancé and I loved what our childhood was here and want to continue that for our children as well. San Angelo is so special to me. I want to be a voice for it.

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

Form Name: Boards and Commissions application
Date & Time: 02/04/2022 11:59 AM
Response #: 127
Submitter ID: 105891
IP address: 74.195.87.30
Time to complete: 10 min. , 10 sec.

Survey Details

Page 1

NOTE: This application is a public record.

Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: Shawn Stine
Address: [REDACTED]
ZIP code: 76901
Home/mobile phone: [REDACTED]
Office/mobile phone: [REDACTED]
Resident of San Angelo since (year): 2018
City Council Single-Member District in which you reside: 6
Registered San Angelo voter? (yes or no) yes
Occupation/business affiliation: BRI
Occupation/business address: 615 W 11th st
Title/position: GM

Email:

2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

(o) Yes

3. Date

02/04/2022

4. Applying for:

(o) Keep San Angelo Beautiful

5. Recommended by:

(Name): Charlotte Anderson

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version](#) of the application/Board Ordinance on our [website](#)?

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

I started my own finish carpentry business when I was 24 years old in California. I have been working for BRI (Butts Recycling) since 2018.

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

None

Previous municipal experience (positions, dates, where):

None

What personal qualifications can you bring to the board?

I have leadership experience with a strong ability to problem solve

What is your personal vision for the City?

I want to keep the city beautiful while promoting recycling and no littering.

Why do you want to serve on this board?

I want to do my part in helping keeping the city beautiful and the top city in Texas. I plan to live out my last days in this city and want it to continue to be the city I feel in love with when I move here.

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

None

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within

the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at [325-657-4405](tel:325-657-4405).

Thank you,
City of San Angelo, TX

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