City Council Agenda
01/17/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on January 17, 2017 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. **Call to Order**
2. **Prayer and Pledge**
3. **Proclamations/Recognitions**
   a. Recognition of Parks employees for winning the Sports Complex of the Year Award for their care of the Texas Bank Sports Complex.
   b. "School Board Recognition Month" January 2017 to be accepted by SAISD School Board President Lanny Layman
   c. "West Texas Rehabilitation Center Appreciation Days" January 16-21, 2017 to be accepted by Fred Key and Dan Baker, members of the WTRC San Angelo Board of Directors
   d. "Moebius Syndrome Awareness Day" January 24, 2017 to be accepted by Kara DeLynn
4. **Public Comment**

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

5. **Consent Agenda**
   a. Consider approving the December 6, 2016 City Council Regular Meeting minutes (B.Kendrick)
   b. Consider adopting the following resolutions (B.Kendrick):
      1. a resolution (English/Spanish) calling and ordering the General Election for May 6, 2017
      2. a resolution authorizing the City Manager to execute an Interlocal Agreement for Joint Election providing for holding of a joint election to be administered by Tom Green County Election Administration
   c. Consider awarding NJPA quote from West Office Interiors for the purchase of office and classroom furniture for the new Fire Training Center in the amount of $64,344.62 in association with NJPA contract #031715-KII, budgeted for purchase as a project expense and fully funded by the project (D.Knapp)

d. Consider authorizing the sale of the following Lake Nasworthy property to current residential lot lease holder for the appraised value (C Preas):
1. 1506 Loop Drive; Lot 53-B, Block 3, Section 1, Group Shady Point, Lake Nasworthy - $51,600
2. 6658 Knickerbocker Rd; Lot 109, Block 6, Section 1, Group Shady Point, Lake Nasworthy - $27,600

e. Consider a Resolution authorizing and directing distribution of settlement proceeds derived from litigation Cause No. B150116C with Martifer--Hirschfeld Energy Systems, LLC, ET AL. (R.Pena)

f. Consider approving an amendment to extend an elevator maintenance and service Agreement between the City of San Angelo and ThyssenKrupp Elevator Corporation for one year for City Hall and the Community Development Building (R.Lewis)

g. Consider an inter-local agreement with Howard College to allow EMS students to do clinical ride-outs with San Angelo Fire Department. The students taking EMS classes at Howard would be allowed to ride on the ambulances to get clinical time to complete their certification (B. Dunn)

h. Consider a resolution abandoning, vacating, and releasing a 20-foot wide access and utility easement totaling 3,966 square feet located in the Shahan Subdivision, Section 1A, generally located approximately 570 feet southwest of the intersection of Sherwood Way and Clare Drive, on 0.091 acres (J. James)

i. Consider a resolution authorizing the City Manager to negotiate a naming rights agreement with the San Angelo Stock Show and Rodeo Association and HEB Grocery Company for the City of San Angelo Fairgrounds Livestock Barn, Building No. 3 and to execute all necessary related documents (C.White)

j. Consider a resolution authorizing the City Manager, or designee, to negotiate and execute a Temporary Nonexclusive Sidewalk Use License Agreement to allow for encroachments into the public right-of-way adjacent to property located at 204 South Chadbourne Street. (J. James)

k. Consider a resolution authorizing the City Manager, or designee, to negotiate and execute a Non-Exclusive Aerial Easement Appurtenant to allow for encroachments into the public right-of-way adjacent to property located at 135 West Twohig Avenue. (J. James)

l. Second Reading of an Ordinance amending Chapter 12, Exhibit "A," Zoning Ordinance, for Bed and Breakfast Establishments and Short Term Rentals. (J. James)

6. Regular Agenda

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

b. Consider the following items related to Solid Waste Services authorizing City Manager or designee to negotiate and execute all related documents:
1. Approval of an amendment to the Special Exclusive Contract for Solid Waste Collection and Disposal Services Section 8 titled “Duties of Provider” with Republic Services of Texas, LTD., providing every other week bulk pick-up and every other week collection of recyclables
2. First public hearing and consideration of an Ordinance amending Section A8.017 "Charge for Collection of Garbage and Trash"
3. First public hearing and consideration of an Ordinance amending Section 11.04.006 "Duties of the Residential Customer"- (Presentation by Operations Director Shane Kelton)

c. Consider resolutions of general support for construction of Low Income Housing Tax Credit (LIHTC) projects Kirby Commons by Zimmerman Properties, LLC to construct an 80 unit affordable housing apartment complex for the general public on the corner of 29th St and MLK Blvd ,and San Angelo Estates by Four Corners Development, LLC to construct a 48-60 unit apartment complex for elderly renters near Surber and Baker Street - (Presentation by Neighborhood Services Director Bob Salas)

d. Consider authorizing the City Manager or his designee to negotiate and execute a contract with Concho Valley PAWS to manage animal shelter adoptions not to exceed $60K and execute related documents in accordance with RFP NS-01-17 - (Presentation by Neighborhood Services Assistant Director James Flores)

e. Consider authorizing the City Manager to negotiate an agreement with I-10 Race Promotions, Inc. (DBA Lucas Oil Drag Boat Racing Series) for the annual Craig Partush Drag Boat Races at Lake Nasworthy and to execute any documents related thereto - (Presentation by Parks & Recreation Director Carl White)

f. First Reading and public hearing for an Ordinance approving an amendment to the Vision Plan component of the San Angelo Comprehensive Plan, to change the Future Land Use designation on eight properties: 2007 West Loop 306 and 2031 West Loop 306 from “Neighborhood” to “Commercial,” 1981 West Loop 306 from “Neighborhood Center” and “Neighborhood” to “Commercial,” 1883 and 1955 West Loop 306 from “Neighborhood Center” and “Neighborhood” to “Commercial,” 4537- 4541 North Bentwood Drive and 4540-4544 North Bentwood Drive from “Neighborhood” to “Neighborhood Center,” and 1801 West Loop 306 from “Neighborhood Center” to “Transitional” - (Presentation by Planning & Development Director Jon James)

g. First Reading and public hearing for Case PD16-06, an Ordinance approving a request for a rezoning from the General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District to allow for all of those uses permitted in the Neighborhood Commercial (CN) Zoning District, and the additional uses of Warehouse and Freight Movement along with the assembly of goods, generally located approximately 400 feet southwest of the intersection of North Bentwood Drive and West Loop 306, on 1.30 acres - (Presentation by Planning & Development Services Director Jon James)

h. First Reading and public hearing for Case Z16-08, an Ordinance approving a request for a rezoning from the Heavy Commercial (CH) and the General Commercial/Heavy Commercial (CG/CH) Zoning Districts to the General Commercial (CG) Zoning District, generally located along the northwest side of Executive Drive between Office Park Drive and Parkview Drive, on 1.010 acres - (Presentation by Planning & Development Services Director Jon James)

i. First Reading and public hearing for Case PD16-07, an Ordinance approving a request for a rezoning from the General Commercial / Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District for a short term and long term residential shelter / safe house, generally located at the southeast corner of the intersection of East 19th Street and Briant Street, on 0.804 acres - (Presentation by Planning & Development Services Director Jon James)

j. First public hearing and consideration of an Ordinance amending Chapter 10 of the Code of Ordinances to increase the speed limit on Scherz Boulevard beginning at the north boundary of Goodfellow Airforce Base and extending south to the south boundary of Goodfellow Airforce Base from 20 mph to 25 mph - (Presentation by City Engineer Russell Pehl)

k. First public hearing and consideration of an ordinance amending the existing One-Way operations of E. Washington St. and Burgess - (Presentation by Traffic Operations Superintendent Ryan Ward)

l. Consider awarding Buyboard quote for Centracs Advance Traffic Management System (ATMS) Software, Maintenance Agreement and Controllers to Paradigm Traffic Systems, Inc., in the amount of $264,464 budgeted for purchase Fiscal Year 2017, and authorizing the City Manager or designee to execute any related documents - (Presentation by Traffic Operations Superintendent Ryan Ward)

m. Consider a resolution requesting the Texas State Legislature take action to approve legislation regarding handheld wireless communication device for text-based communication while operating a motor vehicle

n. Consider a resolution supporting the extension of Interstate 27 (Requested by Mayor Morrison and Council Member Farmer)

o. First public hearing and consideration of an ordinance amending appendix A fee schedule of the code of ordinances, City of San Angelo Texas, by creating section A3.014 credit access business fee - (Presentation by Budget Manager Morgan Chegwidden)

p. First public hearing and introduction of an ordinance amending the 2016-2017 budget for grants, contributions and incomplete projects - (Presentation by Budget Manager Morgan Chegwidden)

q. Update on the performance of Sales Tax revenue in the current fiscal year - (Presentation 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 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
   1. 2013 Sealcoating Program Contract
   2. Templeton Construction, Inc.
   3. Alsay, Inc.
   4. Spillman Contract

b. Section 551.072 Deliberations about Real Property regarding:
   1. The Ford Ranch
   2. 703 S. Chadbourne Street

c. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding the Insurance Services Organization Rating

8. Follow Up and Administrative Issues

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

b. Consider approving various Board nominations:

   Civil Service Commission: Teresa Special (At-Large) to a 3rd full term ending January 2020 and Keith Hidalgo (At-Large) to a 2nd full term ending January 2020.
   Park & Recreation Advisory Board: Kenneth Dierschke (SMD1) to a 1st full term ending December 2018; Laurie Dicello (SMD3) to a 1st full term ending December 2018; and Francis Jelensperger to rotate from representing SMD1 to representing the Mayor in an unexpired 2nd term ending December 2017
   Planning Commission: Randal Schkade (SMD1) to a 1st full term ending January 2020; Mark Crisp (SMD2) to a 2nd full term ending January 2020
   Zoning Board: John Hadyn (SMD2) to a 3rd full term ending January 2019

c. Discussion and possible action related to the scheduling of the Strategic Planning Workshop

d. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of

the City of San Angelo, Texas, on the 13th day of January 2017, at 10:00 a.m.

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Bryan Kendrick, City Clerk

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

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

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

Recognition

Texas Bank Sports Complex has again been named the best sports complex in Texas, thanks to the efforts of City of San Angelo Parks workers. The Texas Turfgrass Association last month named the site its Sports Complex of the Year for 2016. This is the second time in five years Texas Bank Sports Complex has earned the honor. It also won in 2011.

City Parks employees who maintain the 80-acre site and earned the award are: Marcus Hinojosa, Jason Campbell, Daniel Aguilar, Gary Poe, Kevin Celaya, Danny Vigil, Michael Blaylock, Richard Scott, Tony Harris, Mike Hitchcock and Roger Havlak.

Texas Bank Sports Complex opened in 2009. The site has 55 acres of irrigated turf, plus 15 ball fields. Ten of those fields are used for softball, baseball, football and soccer. The site also has two regulation baseball fields, two Little League fields and one tee-ball field. It also boasts two restroom/concession facilities, with a third in the works; four sand volleyball courts, a park with a playground, picnic tables and four parking lots.

Texas Bank Sports Complex has become a vital recreation and tourism cog. It is used year-round and hosts some 45 events and tournaments each year, including the biggest Easter egg hunt in Texas. The complex hosts four sessions of adult softball with 120 teams, 90 flag football teams, 30 Little League squads, high school softball and baseball games, and a girls fast-pitch softball league.

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

City of San Angelo Parks employees

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

***In Witness Whereof,** I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 17th day of January, 2017.*

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Dwain Morrison
Mayor of the City of San Angelo

Proclamation

The mission of public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world;

Local school board members are committed to children and believe all children can be successful life-long learners and that the best education is tailored to the individual needs of each child;

Local school board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students;

Local school board members are responsible for ensuring the structure that provides a solid foundation for our school system;

Local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district;

Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, declare our appreciation to the members of the San Angelo Independent School Board and proclaim the month of January 2017, as

"SCHOOL BOARD RECOGNITION MONTH"

In San Angelo, Texas and urge all citizens to join us in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

In Witness Whereof, *I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 17th day of January, 2017.*

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Dwain Morrison
Mayor of the City of San Angelo

Proclamation

West Texas Rehabilitation Center, which was founded in Abilene, Texas in 1953, to provide outpatient physical rehabilitation treatment services to all who turn to it for help

Everyday approximately 250 San Angelo-area children and adults receive West Texas Rehab's top-quality care in overcoming the disabling effects of illness, injury or birth trauma

The Rehab Center not only provides nationally-respected rehabilitation programs, but also contributes to San Angelo's economy by its employment of 90 highly skilled and well-trained personnel and, further, through its local $7 million annual operating budget

This unique organization will have its 47th annual telethon on January 21, 2017, a fund-raising event which is critical to its ability to provide care to every patient regardless of financial status

NOW, THEREFORE, I Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim the week of January 16-21, 2017 as

"West Texas Rehabilitation Center Appreciation Days"

in San Angelo in recognition of the Center's 40-year commitment to meeting the outpatient rehabilitation needs of this community.

In Witness Whereof, *I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 17th day of January, 2017*

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Dwain Morrison
Mayor of the City of San Angelo

Proclamation

Moebius Syndrome is a non-progressive craniofacial/neurological disorder that manifests itself primarily in facial paralysis. Individuals with Moebius syndrome cannot smile or frown, and do not have lateral eye movements.

Many individuals with Moebius syndrome also have skeletal involvement with limb abnormalities. People with Moebius syndrome can have respiratory problems, speech and swallowing disorders, visual impairments, sensory integration dysfunction, sleep disorders, weak upper body strength and autism spectrum disorders.

The causes of Moebius syndrome are unknown, although the condition probably results from a combination of environmental and genetic factors. Researchers estimate that the condition affects 2 to 20 per 1 million people!

Moebius Syndrome Awareness Day is an annual event celebrated globally each year on January 24th, the birth date of a Professor Paul Julius Moebius, the doctor who first diagnosed the condition in 1888.

The goal of Moebius Syndrome Awareness Day is to raise awareness about the rare condition and to educate the world. Each year participants are encouraged to wear purple and raise awareness.

NOW THEREFORE, I, Dwain Morrison, Mayor on behalf of the City council of the City of San Angelo, proclaim January 24, 2017 as

"MOEBIUS SYNDROME AWARENESS DAY"

In Witness Whereof, *I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 17th day of January, 2017*

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Dwain Morrison
Mayor of the City of San Angelo

The Smile That Changed My Life

My name is Kara DeLynn "Sunshine" James, I am 33 years old, and I was born with Moebius Syndrome and Poland Syndrome. I would like to share my story with you.

At 2 years old, I was soon to be adopted by Buck and Norma James. Prior to my adoption, they were told that I would be intellectually and developmentally disabled. Despite the news of my impairments, Buck and Norma still adopted me and raised me with love and kindness; this is where my journey begins.

I was born the youngest of four children, I have an older brother, John, and two older sisters, Tiffany and Cerina. Our birth parents were unable to take care of us and so we were eventually put up for adoption. While we waited to be adopted, we spent time in numerous foster homes--some of which were not so kind to us. We were finally placed into a home that was willing to adopt my three siblings, but not me, for fear I would require too much care. John, the oldest of my siblings, told the caseworker that he didn't want any of us to be separated, especially the two of us, because we share the same birthday, and I was his birthday present. Everyone honored John's request and we went back into foster homes. God finally blessed us with a loving home; the James family. Cerina and I were adopted by the James family, and John and my sister, Tiffany, were adopted by the Bates family. While we never wanted to be split up, we were all satisfied with the new families. The James' and the Bates' are cousins, so even though we were not going to be living in the same house, we would still be in the same family. This new family arrangement made us not only siblings, but cousins as well. Tiffany and John were adopted into a family without other children. When the James family adopted us, they were already a family of 6, and all children had been adopted. God had already blessed me with siblings that loved me and, I loved them. When the James' adopted Cerina and I, we were blessed with an entirely new family. While the James' knew that I was going to have challenges in life, they willingly took me into their home and made me a part of their family. I am so blessed to call them my parents. Mom and Dad spent many hours making long trips to Dallas and other cities in Texas to get the medical attention I needed. There were surgeries, and time spent in hospitals and hotels as I went through various treatments and recoveries, along with hotel stays in order to visit doctors in the hopes they would be able to help as well. Mom and Dad spent countless hours working with me, and helped me to learn to do everyday things like tying my shoes and buttoning by clothes. My parents are the backbone of our family and I am where I am today because of the love, support, and encouragement they have

continually given me. I cannot stress how much children need their parents--someone to stand up and fight for them, disabled or not. If it was not for my parents I would not be the person I am today. I would not be a strong-willed, God-fearing person - knowing that I was put on this earth for a reason. They taught me how to believe in myself, to love myself how God made me, to stand strong in any battle life brings my way. God gifted me with parents that could and would love me unconditionally.

Living with Mobius Syndrome was very difficult. I was ridiculed and had hardly any friends. Because I had no facial expressions, everyone thought I was mad all the time. My family members were the only people that could identify my emotions. At times I just wanted to hide from everyone because no one ever understood me. I felt like I was all alone in this world. None of my biological family have any kind of birth defect. As a child, it was very difficult for me to understand why I was so different from everyone else. All I wanted was for someone outside of my family to notice me for who I was and not for how I looked. I used to be made fun of all the time. I have been told that I was a curse. Students and teachers told me that I would never be like the normal kids. The thing that I hated the most in school was picture day. Every year from pre-K through 8th grade all students would stand in a line and wait for the picture guy to say, "next". When it was my turn, I would go up to sit on a stool and we had the following conversation.

Photographer - "Smile".

Me - "I can't smile"

Photographer - "Oh, come on. You can smile."

Me - "I can't smile". He would continue to pressure me to smile until I finished the conversation by saying very firmly, "I can't smile." Every year the students standing behind me would laugh at me. On those day I would go home upset and angry, because I could not smile, I was so different from everyone else, and my whole class laughed at me. I remember I use to dream of smiling. Everyday I would put my fingers at the corner of my mouth and push up just to see what I would look like with a smile. My family, church family, friends and I prayed everyday for years that God would give me a smile.

When I entered school at the age of 4, I was automatically placed in the self-contained unit for students with multiple disabilities. Yes, I have a disability but I was not disabled or slow. I felt so out of place. I was not learning anything and I fell further and further behind in the education I was suppose to be getting. I began to tell my parents that I was not happy in those classes. My parents talked to teachers, school board members, anyone who knew anything about education

trying to get me out of the self-contained unit. The teacher explained that I simply have to stay in those classes because there was no place for someone with my disabilities in a regular classroom. Despite our efforts, I was kept in a self-contained room without being tested for ability or I.Q. Because of the way I looked and talked, the education system just assumed that I would never be able to learn anything and I would be best served in a self-contained unit. They took one look at me and decided that my brain would not work. After ARD meeting upon ARD meeting, no one would listen to my parents. After a family meeting, my oldest brother Kyle and his wife, Kathy (a 6th grade teacher at the time), went to the school with my parents and demanded that I be tested. They had to threaten the school to get results that would ensure that I would get the education I deserved. At that time in my life when I could not stand up for myself, my family took a stand for me. Well, as you can guess, I got to take the test, and I tested out of the self-contained unit. I was in the fifth grade before I was allowed to attend a general population classroom.

One day when I was 13 years old, my mother and I were watching the Oprah show when a young girl named Chelsea Thomas, came on talking about the miraculous surgery she had. This surgery gave her the smile that she was not born with. She had Möbius syndrome like me. Until that day, I had never seen anyone with Mobius syndrome. The idea that this type of surgery could take place was like God handing a miracle to me on a golden platter. A new journey began -- a journey and miracle that would change my life forever. I will never forget that day, 20 years ago, when I found out about the surgery. Within 20 minutes after the show aired, my dad called the contact number to a large baptist church, who gave him Chelsea's parents number. Her parents shared Dr. Zuker's contact information. Dad called Dr. Zuker and had a lengthy conversation about this miracle surgery for me. Before we could schedule the surgery, Dr. Zuker and his team had to decide if I was a good candidate for it. We had to make a video of me talking and reading. Pictures were taken of me from all angles and sent to Dr. Zuker. Now all that was left was the praying and waiting. I was so excited when Dr. Zuker said I was a perfect candidate. I can not express the emotions that I felt. God answered my prayers in his time. Fourteen years of my life, I waited, hoped, and prayed... I could not believe it! But there was another obstacle in achieving my life's dream -- the cost of the surgery. I was on Medicaid at the time. When my parents presented the surgery to Medicaid, we were denied approval because it was not life threatening. But in a way, for me, it was. How could they deny me my miracle? I could not believe that they would not pay. As usual, my dad and mom were going to make a way, find a way, do anything possible to help me. They took me off Medicaid and put

me on my dad's insurance, which was Goodyear's insurance. My dad, as a supervisor of the tire proving grounds, was well respected. When my dad asked for approval from his insurance to cover the surgery, the company picked me up and offered to pay for the whole surgery, almost 48,000 thousand dollars, when it was all said and done. Our church family and my parents split the cost of airfare, hotels, meals and other travel expenses, for us to be able to make the trip to Canada twice. After finances were arranged and it was a go for the the surgery, all I had to do was wait for a year. That year I was told not to drink or eat anything with caffeine. Let me tell you, that was so difficult because I love cokes and chocolate.

The day we left for Canada for the first surgery, the feeling was so surreal. It's finally happening! I'd been waiting for this my whole life. The first trip to Canada it was snowing a lot. For this Texas girl that was an adventure. I had never seen that much snow on the ground, blankets of pure white snow. As we landed, I remember thinking to myself, this is totally God with us in everything. If it was not for me being adopted into my family, I probably would never be standing in this beautiful country, waiting to undergo the biggest surgery of my life. We went to the Hospital for Sick Children in Toronto, Ontario, Canada, where we met with Doctor Zuker.He explained that the surgery would take 12 hours or more and they would be taking the inner thigh muscle and placing it in my face. He also explained how they were going to hook the nerves in my brain up to the muscle that would cause my smile to happen. Dr Zuker went step by step with me and my parents through the whole process of the surgery and what to expect after surgery. When surgery day came I remember walking into the hospital and being so cold. I always get very cold when I know I am going into surgery. As we were in the waiting room, all emotions were going through me, joy, thankfulness, anxiety, and fear. But I kept it inside, I did not want my parents to see me cry, I did not want them to worry, I wanted them to see that I was strong. When it came time to go into surgery, a pregnant nurse walked me down this long hallway. As we got away from my parents, I remember crying. I started telling the nurse I wanted to go back to my parents, I was so scared. The nurse looked at me and said, "Kara, you came all the way up here to have this surgery, something that you have wanted for a long time. You have to face your fears." I remember thinking, "Man, she is hormonal." Instead of babying me, she basically told me, "suck it up". I don't think I ever told anyone that but it really made a lasting impression on me, she was right. I had taken a long journey to get to this point and needed to move forward.

After surgery, I woke up in the recovery room, I saw my parents and Dr. Zuker standing over me. The next few days, I had to lay flat on my back; then I slowly began to get up and walk. The

day came when we got to go home. I was so excited to go home and show everyone my new smile. Before I could do that though, I had to wait for 6 weeks. After the 6 weeks I would see the first twitch, and then my full smile would slowly appear was told to do exercises to work the muscles in my face to get the muscle working and stronger. We flew in to my hometown, my parents and I were greeted by my family and friends at the airport. That meant so much to me. My new smile was a half smile.

When the time came for the second surgery, it was summertime and my sister, Cerina go to go with us to Canada. I cannot express how thankful I was that she got to go. I really needed her there with me. This time the plains of Canada were clean, crisp and green -- something this West Texas girl had not seen in her lifetime. We went a week early so we could tour the city of Toronto. We went to see our first Major League baseball game. We tried to get a ball signed by the Blue Jays, but they lost the game so did not feel like signing autographs. We also went to see the CN tower, at the time it was the tallest tower in the world. Then we went to my favorite place of the whole tour, the Casa Loma castle. I fell in love with that castle and the history that went with it. From the grand ballroom to the hidden tunnels, it was just amazing. We also went to see Niagara Falls which is such a breathtaking sight. Then the day came for surgery, but this time I was not as scared because my sister was there.

I have been through so much in my lifetime including 18 eye surgeries, 5 hand surgeries, 2 Smile surgeries and various other surgeries to correct issues caused by Mobius Syndrome and Poland Syndrome. For a short time, I did think I was a curse. But why else would God make me like this, when my siblings are perfect. There would be days that I just stared at my family's facial expressions and wondered what mine would be like. Would I have the dimply smile like my sister Cerina? Would I have a big grin like my sister Tiffany with teeth showing? What would my facial expression be like if I was scared or grossed out? Then I realized that I would never know. I remember the day that my mom saw the first twitch on my left side, it was a small twitch but I knew it would only get bigger. My brother Butch saw the twitch on the right side. After the twitching started and with the help of the exercises for my muscles, my smile began to grow. I was so excited and felt so blessed when I looked in the mirror for the first time and saw my smile. I was overcome with joy, no more pushing the corners of my mouth up, it was actually a smile, a real smile, a gift from God that I'd been waiting for my whole life. I called my whole family into the bathroom, and as everyone was standing around me I smiled for the first time for my family. I was so happy now, when the picture guy said smile I could actually smile.The day I

realized I had a full smile was the day my story came out in our local newspaper, which happened to be the first day after spring break during my 8th grade year. I will never forget the feeling I felt walking into my first period, it was Mr. Costello's class. I walked in late, of course, because to this day I'm not a punctual person. As I walked in I received a standing ovation from the entire class. They were cheering for me, and everyone was yelling "Smile Kara, Smile!" I will never forget that day. The day I showed the world, my friends, family and classmates my BEAUTIFUL, unique smile (with one dimple that my sister requested the day i went in to my second surgery) I could smile and i wanted the whole world to see it it was a true miracle.
BSomeone asked me a long time ago, what would I say to God if He came down and asked me if I wanted a right hand. What would I say? My first thought would be, "No, I like my nub. I am unique with it." But then I got to thinking what would it be like to have two hands? It sure would make putting my hair up a lot easier or tying my shoe a whole lot faster. I would be able to paint my nails -- both hands instead of one hand. I would be able to give two thumbs up instead of one thumb up and a nub. I would be able to do a lot with two hands. I don't really know my answer. If I had to answer right now, I would say, "no thanks. I have lived with my nub for 33 years. I have learned to cope and adapt to doing things a certain way. I go through struggles everyday. I always prove I can do anything I set my mind to.
Philippians 4:13, I can do all things through Christ who strengths me, I live by that daily. I live my life as normal as possible, I have challenges but there is always a way, if you put your mind to it. I love the life that God has blessed me with. I feel like God has used me everyday to show people that nothing is impossible. I have always felt like I have to prove myself to everyone, especially if they said I can't do something then I'm bound and determined to show them I can. I love new challenges and enjoy conquering each one that comes my way. I work in an Emergency Room, as an ER Tech, one of the most stressful, fast paced, challenging jobs I could ever hope to have, a job many people thought I could not do. My boss Ann believes in me and gave me this opportunity. Many of my coworkers have helped me overcome some of the challenges I face during day to day operations in the ER, such as a way to do an in and out catheter while maintaining a sterile field, and doing it with a nub. Drawing blood is another challenge for me, after many attempts to use a clip on tourniquet, my coworker Becky suggested a different way using a banded tourniquet, and worked with me for a while until I was able to do it properly. I was honored that my coworkers put their minds together to help me figure out a way to do my job and overcome some of the challenges I would face. I enjoy working in the ER, even though it's not easy at all, but I'm proud of myself. I know I'm not

perfect, or a curse, but I do know that there is a reason why I'm made different and unique. I believe that God put me on this earth to make a difference in people's lives and show the world that there are miracles and they can happen.

Dr. Zuker and his team changed my life. God used his brain and his hands to create my miracle smile. I can not think of a better Doctor to perform the surgery, he will probably never know how much he help changed my life for the better. I can

not imagine what my adult life would be like if I didn't have a smile, and i don't want to know. God has a purpose and a plan for everyone, I believe we have one life to live and we need to live it to the fullest and with a smile from the inside out.

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, December 6, 2016

Present:

Mayor Dwain Morrison
Mayor Pro tem Charlotte Farmer, SMD 6
Council Member Bill Richardson, SMD 1
Council Member Marty Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 8:37 a.m. on Tuesday, December 6, 2016, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Bishop Michael Sis; and the pledges were led by Ketcher Joiner, a seventh grader at Trinity Lutheran and President of the National Jr. Honor Society

3. Proclamations/Recognitions

"Buckle down & Stay Strapped in Week" December 12-19, 2016 was accepted by Police Chief Frank Carter and SAPD Public Information Officer Tracy Gonzalez

4. Public Comment

No public comments were made.

5. Consent Agenda

a. Approval of the November 15, 2016 City Council Regular and November 15, 2016 City Council Special Joint Meeting minutes
b. Approval of awarding WU-01-17 Liquid Ammonium Sulfate to Chameleon Industries in the amount of $60,000 annually for one (1) year with two (2) additional one (1) year term extensions, budgeted for purchase FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents
c. Approval of awarding RFB SB-01-17 Street Paving Materials to CSA Materials, Inc. and Vulcan Construction Materials in an amount of $600,000, budgeted annually, and authorizing the City Manager or designee to execute any related documents
d. Approval of the proposed Fire Alarm Installation for the auditorium & annex project with Ener-Tel Services, Inc. under the CFM-07-15 contract; in the amount of $54,940, all to be funded by the project budget; and authorizing the City Manager to execute said contract
e. Adoption of a resolution authorizing the Mayor, on condition stated, to execute a tax-resale (quitclaim) deed conveying all right, title and interest of the City of San Angelo, Trustee and all other taxing units interested in the tax foreclosure judgment to Mike Gotschall for $3,000: 1218 N. Garfield: Lots 24 and 25, Block 44, Forest Park Addition

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f. Approval of a resolution authorizing the City Attorney to begin termination of Lake Nasworthy Residential Lot Lease and eviction proceedings for non-payment of annual rent (more than 160 days delinquent) on the following properties (C. Preas):
   1. 2562 Sleepy Hollow; Lot 25, Group Fisherman's Road ($502)
   2. 6638 Knickerbocker Road; Lot 114, Group Shady Point ($461)
g. Approval of new Lake Nasworthy residential lot leases with the current tenants of the following properties (C. Preas):
   1. 1637 Canal Road; Lot 140, Block 9, Section 2, Group Shady Point
   2. 1836 Shady Point Circle Dr.; Lot 29, Block 7, Section 2, Group Shady Point
   3. 1838 Shady Point Circle Dr.; Lot 31, Block 7, Section 2, Group Shady Point
   4. 1912 Shady Point Circle Dr.; Lot 42, Block 7, Section 2, Group Shady Point
   5. 2026 Mermaid Road; Lot 10, Block B, Section 2, Group 2
   6. 2041 American Legion Road; Lot 22, Block A, Group 2
   7. 2041 Beaty Road; Lot 3, Block 1, Section 1, Group 1
   8. 2145 Hillside Dr.; Lot 13, Block 1, Group 2
   9. 2550 Sleepy Hollow Rd.; Lot 22, Block 1, Section 1, Group Fishermans Road
   10. 2165 Gun Club Road; Lot 10, Group 10
   11. 3141 Red Bluff Road; Lot 91,Block 4, Section 4, Group Red Bluff
   12. 1850 Shady Point; Lot 36A, Block 7, Section 2, Group Shady Point
   13. 2540 Sleepy Hollow; Lot 18, Block 1, Section 1, Group Fisherman's Road
   14. 2462 Fisherman's Road; Lot 11, Block 1, Group 14
   15. 3330 Middle Concho; Lot 4, Block 4, Section 1, Group Middle Concho
h. Adoption of a resolution requesting the members of the 85th Legislative Session of the State of Texas support the passage of legislation for fair distribution of the sporting tax revenue for local and state parks and requiring Texas Recreation and Parks Account funded projects be subject to the competitive scoring system established by the Texas Parks and Wildlife Department, and there is no expenditure related to the passage of this resolution
i. Approval of authorizing the City Manager to negotiate and execute an agreement between the City of San Angelo and The Corporation for National and Community Service (AmeriCorps National Civilian Community Corps - NCCC) for a service project (from January 5 to March 31, 2017), and providing in-kind support for lodging that will not result in additional budgeted expenditures
j. Approval of an agreement with Concho Valley Transit District for the provision of transit services and authorizing the City Manager to negotiate and execute such agreement
k. Approval of authorizing the expenditure of up to $10,000 in Tax Increment Reinvestment Zone (TIRZ) funds for the purpose of repair, replacement, and general maintenance of streetscaping along Chadbourne Street installed using TIRZ funds
l. Second Reading for Case PD16-05, and adoption of an Ordinance approving a request for a rezoning from the General Commercial (CG) Zoning District to the Planned Development (PD) Zoning District for a Construction Yard with an Office, Shop, and Outdoor Storage, generally located along the northeast side of South Chadbourne Street, approximately 588 feet northwest of Texas Farm-to-Market Road 765, on approximately 8.140 acres
m. Second Reading and adoption of an Ordinance for a text amendment to Chapter 12, Exhibit "A" Zoning Ordinance, for Accessory Structures
n. Second Reading and adoption of an Ordinance for a text amendment to Chapter 12, Exhibit "A" Zoning Ordinance, for Intermodal Containers
o. Second Reading and adoption of an Ordinance approving a request for the following alley right-of-way abandonments: (a) two 10-foot-wide alleys within Blocks A & B of the J.P. Holmes'

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Resubdivision, consisting of approximately 1,912 square feet and (b) a 20-foot-wide alley in the south ½ of Block C, Baze Addition of the Malone Subdivision, consisting of approximately 7,898 square feet, generally located north of Upton Street, east of North Baze Street, south of Veck Street and west of the Texas-Pacifico Railway line

p. Second Reading and adoption of an ordinance amending the 2016-2017 budget for grants and capital projects

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

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

Motion: Mayor Morrison made a motion, seconded by Council Member Richardson, to approve item 5m, with the exception of adding the a grandfather clause for all currently legally permitted containers. The motion carried (5) ayes to (2) nays, with Council Members Thomas and Self casting the dissenting votes.

6. Regular Agenda

a. Ratification of a resolution by COSADC approving an economic development (BREP) incentive to Principal LED, LLC. in an amount up to $350,000, and authorizing the Board President to negotiate and execute a performance agreement - (A presentation was made by Economic Development Director Roland Peña)

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

b. Adoption of an ordinance authorizing the issuance of one or more series of city of San Angelo, Texas waterworks and sewer system revenue bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; establishing procedures for the sale and delivery of the bonds; providing for the security for and payment of such bonds; and authorizing and enacting other matters and provisions relating to the subject - (A presentation was made by Finance Director Tina Dierschke)

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

c. Approval of First Reading and Public Hearing on an Ordinance amending Chapter 12, Exhibit "A," Zoning Ordinance, for Bed and Breakfast Establishments and Short Term Rentals - (A presentation was made by Planning & Development Services Director Jon James)

Motion: Mayor Morrison made a motion, seconded by Council Member Gonzales, to the ordinance, as presented. The motion carried (4) ayes to (3) nays, with Council Members Richardson, Farmer, and Carter casting the dissenting votes.

d. Approval of awarding FS-06-17 Asphalt Paving and Recycling Equipment to Angelo Benedetti, Inc., in an amount of $1,200,000, budgeted in FY17, for the purchase of one system, and authorizing the City Manager or designee to execute any related documents - (A presentation was made by Operations Director Shane Kelton)

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

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e. Approval of the Parks and Recreation Advisory Board's recommendation to amend the park renovation plan funded by 4B Half-cent sales tax revenues - (A presentation was made by Parks and Recreation Director Carl White)

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve the recommendation, as presented. The motion carried (4) ayes to (3) nays, with Mayor Morrison and Council Members Gonzales and Self casting the dissenting votes.

f. Authorization for the City Manager to negotiate and execute a second amendment to the "Agreement for the Management and Operation of Old Town at El Paseo de Santa Angela" to increase the managed area to allow for the construction of a small chapel designed by Oscar Ruffini, and to negotiate and execute all related documents - (A presentation was made by Parks and Recreation Director Carl White)

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

g. Approval of first reading and public hearing on an ordinance closing the public hearing on the proposal to assess abutting property and owners for improvements to the Northwest one half of Twin Mountain Drive between April Street and Tarin Street; assessing the cost of constructing such improvements in accordance with Article 4.08 of the City Code of Ordinances; providing the time, terms and conditions of payment and default of such assessment, and prescribing the rate of interest thereon - (A presentation was made by City Engineer Russell Pehl)

Motion: Council Member Farmer made a motion, seconded by Mayor Morrison, to approve ordinance, establishing an assessed amount of $17,000, to be assessed as lots are sold, proportionally and an interest rate established at 2.178%. The motion carried unanimously (4) ayes to (3) nays, with Council Members Richardson, Self and Thomas casting the dissenting vote.

h. Presentation on water and wastewater fund performance following the first year of Council adopted rate plan and consideration of the possibility of issuing rebates of water fees - (A presentation was made by Water Utilities Director Bill Riley and Budget Manager Morgan Chegwidden)

Motion: Council Member Self made a motion, seconded by Council Member Thomas, to wait and review this again in April 2017. The motion carried (5) ayes to (2) nays, with Mayor Morrison and Council Member Richardson 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 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
   1. ~~2013 Sealcoating Program Contract~~
   2. ~~Templeton Construction, Inc.~~
   3. Alsay, Inc.
b. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the

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Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding the West Texas Water Partnership

c. Section 551.072 Deliberations about Real Property regarding:
   1. The Ford Ranch
   2. Lake Nasworthy Residential Lots
   3. Purchase of properties for use by City Departments

8. Follow Up and Administrative Issues

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

No action taken was on this item.

b. Approval of the following board nomination:

Fort Concho Museum Board: Iskandar Atajanow (SMD5) to an unexpired term ending January 2019

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

c. Announcements and consideration of Future Agenda Items

9. Adjournment

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

There being no further business, the meeting was adjourned at 2:04 p.m.

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

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

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider adopting the following resolutions (B.Kendrick):
1. a resolution (English/Spanish) calling and ordering the General Election for May 6, 2017
2. a resolution authorizing the City Manager to execute an Interlocal Agreement for Joint Election providing for holding of a joint election to be administered by Tom Green County Election Administration

Summary/History:

The ordering of the General Election is a routine action required by the Election Code 3.005(a) to set the date of the election, possible runoff, and place for early voting. The General Election will be conducted to fill full terms (4 Years) for Mayor and Council Member Single Member Districts 2, 4, and 6.

The Interlocal Agreement provides for the holding of a joint election with Grape Creek Independent School District, San Angelo Independent School District, Veribest Independent School District, and Wall Independent School District on May 7, 2016, said election to be administered by Tom Green County Election Administration with provision for shared election services, This has proven to be the most efficient method of conducting the elections and is in the best interest of the citizens of the City of San Angelo

Financial Impact:

The expense of the election is shared with the other entities. Staff negotiated and executed a Master Joint Election Services Agreement with Tom Green County for this and subsequent elections until 2022. The master agreement outlines that the Elections Administrator will continue to hold elections for the municipality on the May uniform election date, and participating entities agreed to purchase additional equipment and hire additional personnel for the conduct of said elections.

The Historical cost for previous elections has been under $30,000. Current budget has been historically sufficient for the General election, if a runoff is not necessary.

The last time a runoff election was held was in 2016, the total election cost was $55,633.00, including the runoff election related publications. If a runoff election is warranted, a budget amendment will need be submitted for additional funds in account 101-0500-411.06-16

Other Information/Recommendation:

Attachments:

1.	Resolution - Interlocal Agreement	17-052_CC__SAISD_+VERIBEST_WALL_JOINT_ELEC+AGREE_MAY-06-17+(FINAL) (3).docx
2.	Resolution - Interlocal Agreement (Spanish)	17-052_CC__VERIBEST_WALL_JOINT_ELEC+_RESO_MAY-06-17+(SPANISH-DF)++FINAL.docx
3.	Resolution - Election Order (English)	17-052_CC_ORDER_SET_GEN_ELEC_MAY-06-17_RESO_REDLINE+(FINAL) (3).docx
4.	Resolution - Election Order (Spanish)	17-052_CC_ORDER_SET_GEN_ELEC_MAY-06-17_RESO+(SPANISH-DF)+++FINAL.docx
5.	Interlocal Agreement	JOINT_ELEC_INTERLOCAL_VBISD_WISD_RESO_05-06-17 (2).docx
6.	Notice of Election	17-052_NOTICE_OF_GENERAL_ELECTION+(DF)++FINAL.docx

Presentation:

Approvals/Reviews:

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

INTERLOCAL AGREEMENT FOR JOINT ELECTION

WHEREAS, Chapter 271 of the Texas Election Code authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places; and,

WHEREAS, Tom Green County (TGC), Tom Green County Election Administration, City of San Angelo (City), San Angelo Independent School District (SAISD), Grape Creek Independent School District (GCISD), Veribest Independent School District (VISD) and Wall Independent School District (WISD) entered into a Master Interlocal Agreement for Joint Elections effective December 6, 2011, providing for election services to be provided by Tom Green County Election Administration, in anticipation of the holding joint elections in May of each year from and after May, 2012, through May of 2022 (hereinafter "Master Interlocal Agreement"); and,

WHEREAS, the City of San Angelo, SAISD, GCISD, VISD and WISD, all in Tom Green County, Texas, desire to hold elections on May 6, 2017, for election of officers and it would be for the benefit of each of said parties and the citizens and voters thereof, to hold the elections jointly:

NOW THEREFORE THIS AGREEMENT is made by and between the following named entities: City of San Angelo ("City"), San Angelo Independent School District, Grape Creek Independent School District, Veribest Independent School District and Wall Independent School District (collectively "Independent School Districts"), of Tom Green County, acting by and through the authority of each of their governing bodies and, pursuant to Chapter 271 of the Texas Election Code, agree as follows:

1. The entities party to this Agreement, namely: City of San Angelo, San Angelo Independent School District, Grape Creek Independent School District, Veribest Independent School District and Wall Independent School District, will hold a joint election for the election of Mayor, Council Member Single Member District 2, Council Member Single Member District 4 and Council Member Single District 6 for City of San Angelo; and School Board Trustees for SAISD, GCISD, VISD and WISD, respectively, on May 6, 2017 (hereafter referred to as the "Joint Election").

2. The Joint Election shall be conducted in accordance with the terms of the Master Interlocal Agreement, under the coordination, supervision and handling of Tom Green County, Tom Green Election Administration. A copy of the Master Interlocal Agreement is attached hereto as **Exhibit "A",** the provisions of which are adopted by reference thereto as if fully set forth herein.

3. Each entity not a party to the Master Interlocal Agreement shall be responsible for paying the Tom Green County Election Administration an administrative fee and its proportionate share of expenses directly attributable to the election services for conducting the elections as determined by the Election Administrator and provided for in the Master Interlocal Agreement.

4. Each entity will be responsible for canvassing its respective precinct returns for the Joint Election.

5. If a participating entity determines not to participate in the Joint Election to be held on Saturday, May 6, 2017, because it has no contested positions, the nonparticipating entity shall promptly notify the Tom Green County Election Administration and the other parties to this Interlocal Joint Election Agreement, and this Agreement shall be automatically amended to delete the nonparticipating entity as a party to this Agreement.

6. In all respects, said elections shall be conducted in accordance with the Texas Election Code.

7. Each entity to this Interlocal Agreement will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

8. The voting system for the Joint Election is expected to be the same as described in the Master Interlocal Agreement.

9. Common polling places shall be utilized in the voting precincts wherein City and School Districts have candidates on the ballot. The Tom Green County Elections Administrator's Office shall be designated as the site for early voting by personal appearance.

10. Those persons appointed by the Tom Green County Elections Administrator's Office shall be appointed to serve as election officers.

11. The Tom Green County Elections Administrator shall be appointed as the Early Voting Clerk for the joint election and the City Clerk as the Deputy Early Voting Clerk for personal appearance early voting.

12. A joint ballot and a single set of ballot boxes will be used at common polling places.

13. Election forms and records maintained at common polling places shall be combined.

14. In connection with the performance of this Agreement, no contracting party shall be deemed liable to third parties for a default of another contracting party in connection with the holding of the joint election, including the failure by another contracting party to pay any expenses hereunder.

15. This Agreement shall be interpreted under and governed and enforced according to the laws of the State of Texas. All obligations of the parties created hereunder are performable in Tom Green County, Texas.

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

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17. No amendment, modification or alteration of the term hereof shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by authority of the governing body for each entity.

18. In connection with this Agreement, all notices, inquiries and communications shall be to the following persons or offices:

City Clerk
Bryan Kendrick
City of San Angelo
72 W. College Ave
San Angelo, Texas 76903

San Angelo ISD
Superintendent of Schools
1621 University Avenue
San Angelo, Texas 76904-5164

Superintendent of Schools– Grape Creek I.S.D.
Barbie McMath
8207 US Hwy. 87 North
San Angelo, TX 76901

Superintendent of Schools–Veribest I.S.D.
Bobby Fryar
P.O. Box 490, 10062 FM HWY 380
Veribest, TX 76886

Superintendent of Schools– Wall I.S.D.
Walter Holik, Jr.
P.O. Box 259
Wall, TX 76957

Elections Administrator
Vona Hudson
Tom Green County
Edd B. & Frances Frink Keyes Building113 W. Beauregard Avenue
San Angelo, Texas76903

[Signature pages to follow]

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WITNESS the following signatures and seals and EXECUTED in multiple originals on the _____day of _____, 2017.

CITY OF SAN ANGELO

BY:_____
Daniel Valenzuela, City Manager

ATTEST:

Date: _____, 2017

_____
Bryan Kendrick, City Clerk

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SAN ANGELO INDEPENDENT SCHOOL DISTRICT

BY: _____, President Board of Trustees

_____

Date: _____

ATTEST:

BY _____, ITS:_____

Date: _____, 2017

_____, Secretary

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GRAPE CREEK INDEPENDENT SCHOOL DISTRICT

BY: _____

Mike Diaz
President Board of Trustees

ATTEST:

_____

Date: _____

Butch Hasty, Secretary

DRAFT

VERIBESTINDEPENDENT SCHOOL DISTRICT

BY: _____

_____
President Board of Trustees

ATTEST:

_____

Date: _____, 2017

_____, Secretary

DRAFT

WALL INDEPENDENT
SCHOOL DISTRICT

BY: _____

_____
President Board of Trustees

ATTEST:

_____

Date: _____, 2017

_____, Secretary

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APPROVED AS TO CONTENT

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Dan T. Saluri, Deputy City Attorney

APPROVED AS TO CONTENT

_____
Vona Hudson, Tom Green County
Elections Administrator

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EXHIBIT "A"
TO
INTERLOCAL AGREEMENT FOR JOINT ELECTION

[Following this page]

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UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE SAN ANGELO, TEJAS, AUTORIZANDO AL GERENTE DE LA CIUDAD O SU DESIGNADO A EJECUTAR UN ACUERDO INTERLOCAL POR Y ENTRE LA CIUDAD DE SAN ANGELO, Y LOS DISTRITOS ESCOLARES INDEPENDIENTES DE SAN ANGELO, GRAPE CREEK, VERIBEST, Y WALL PARA ELECCIONES CONJUNTAS PARA LOS OFICIALES QUE SE REALIZARÁN EL 6 DE MAYO DE 2017.

EN TANTO QUE, de acuerdo con la autoridad bajo el Código de Elección de Tejas, Capítulo 271, la Ciudad de San Angelo (Ciudad), el Distrito Escolar Independiente de San Angelo (SAISD), el Distrito Escolar Independiente de Grape Creek (GCISD), el Distrito Escolar Independiente de Veribest (VISD) El Distrito Escolar de Wall (WISD) prevé la celebración de elecciones conjuntas el 6 de mayo de 2017; y

EN TANTO QUE, la Sección 31.092 del Código de Elecciones de Tejas autoriza a los oficiales electorales del condado a contratar con los cuerpos que gobiernan las subdivisiones políticas para realizar servicios electorales y un Acuerdo Interlocal Maestro ha sido firmado entre el Administrador de Elecciones del Condado de Tom Green, la Ciudad, SAISD, GCISD, VISD Y WISD, proveyendo para tales servicios con vigencia el 6 de diciembre de 2011, y renovándose automáticamente anualmente hasta el 31 de diciembre de 2022; y

EN TANTO QUE, la Ciudad y cada distrito escolar independiente nombrado convienen que el entrar en un contrato para las elecciones comunes con la disposición para los servicios compartidos de la elección es el método más eficiente de conducir las elecciones y es en el mejor interés de los ciudadanos de la Ciudad, de SAISD, de GCISD, de VISD y de WISD;

POR LO TANTO, SE RESUELVE QUE:

El Gerente de la Ciudad de San Angelo o su designado es por el presente autorizado y dirigido a firmar un Acuerdo de Elección Conjunta con el Distrito Escolar Independiente de San Angelo, el Distrito Escolar Independiente de Grape Creek, el Distrito Escolar Independiente de Veribest y el Distrito Escolar Independiente de Wall que provee para una elección conjunta el 6 de mayo de 2017, incluyendo el intercambio de servicios electorales y costos sustancialmente en forma del **Anexo "A"** a esta resolución. El Gerente de la Ciudad o su designado está además autorizado para ejecutar cualquier otro documento que sea necesario o conveniente para llevar a cabo los propósitos de esta resolución.

APROBADO y ADOPTADO el 17 de enero de 2017.

CIUDAD DE SAN ANGELO

POR:_____
Dwain Morrison, Alcalde

ATESTIGUAR:

_____
Bryan Kendrick, Oficinista de la Ciudad

Fecha: _____, 2017

Aprobado en cuanto al contenido:

_____

Bryan Kendrick, Oficinista de la Ciudad

Aprobado en cuanto a forma:

_____

Theresa James, Abogada de la Ciudad

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, ORDERING THAT A GENERAL ELECTION BE HELD IN SAID CITY ON THE 6TH DAY OF MAY, 2017, FOR THE PURPOSE OF ELECTING A MAYOR FOR A FOUR YEAR TERM AND THREE COUNCIL MEMBERS FOR SINGLE MEMBER DISTRICTS TWO, FOUR AND SIX RESPECTIVELY, FOR FOUR YEAR TERMS; DESIGNATING LOCATIONS OF POLLING PLACES; PROVIDING FOR DATES, TIMES AND PLACE FOR EARLY VOTING BY PERSONAL APPEARANCE; AUTHORIZING A JOINT ELECTION WITH SAN ANGELO INDEPENDENT SCHOOL DISTRICT, GRAPE CREEK INDEPENDENT SCHOOL DISTRICT, VERIBEST INDEPENDENT SCHOOL DISTRICT, AND WALL INDEPENDENT SCHOOL DISTRICT; MAKING TENTATIVE PROVISIONS FOR A RUNOFF ELECTION; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS RESOLUTION; ORDERING PUBLICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of San Angelo, Texas (hereinafter referred to as "City"), pursuant to provisions of the Texas State Constitution, Texas Election Code and City Charter for the City of San Angelo does determine to call a general election for the purpose of electing municipal officers for the following positions: Mayor; one City Councilmember from Single Member District 2; one City Councilmember from Single Member District 4; and one City Councilmember from Single Member District 6; by the qualified voters of the City of San Angelo eligible to vote for said officers; and

WHEREAS, should any candidate for an office in the general municipal election fail to receive a majority of all the votes cast for such office, then in that event, it shall be the duty of the City Council to order a runoff election for each position to which no one received a majority of all votes cast for such office as required by Section 45 of the City Charter and state law; and

WHEREAS, the City entered into a Master Interlocal Agreement with Tom Green County and Tom Green County Election Administration, et. al., which makes provision for Tom Green County to provide services in the conduct of joint elections on uniform election days in May, having an effective date of December 6, 2011, and automatically renewing annually through May of 2022; and

WHEREAS, the election on May 6, 2017, will be held jointly with San Angelo Independent School District, Veribest Independent School District and Wall Independent School District, pursuant to interlocal agreements entered into with each of those independent school districts as authorized under Section 271.002 of the Texas Election Code and by the City Council; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Title 5, Chapter 551, Texas Government Code.

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

Section 1. All of the above premises are found to be true and correct and are incorporated into the body of this Resolution as if herein set forth in their entirety.

Section 2. The City Council orders a general election of officers for the City of San Angelo, Texas, to be held on the first Saturday of May, 2017, the same being the 6th day of May, 2017, which is not less than seventy-eight (78) days from the date of the adoption of this Resolution (EC 3.005), between the hours of 7:00 A.M. and 7:00 P.M., for the purpose of electing the following municipal officers: Mayor, one City Councilmember from Single Member District 2; one City Councilmember from Single Member District 4; and one City Councilmember from Single Member District 6.

Section 3. The general election ordered to be held on Saturday, May 6, 2017, shall be held jointly with San Angelo Independent School District, Grape Creek Independent School District, Veribest Independent School District, and Wall Independent School District pursuant to interlocal agreements entered into with each of those districts. (EC 271.002).

Section 4. In the event that in the general election herein ordered for any office, no candidate receives a majority of all the votes cast for such office, and the City Council calls for a run-off election for each such position, there shall be held a run-off election pursuant to Section 45 of the City of San Angelo City Charter and state law, which shall not be earlier than the 20th day or later than the 45th day after the date the final canvass of the main election is completed. (EC 2.025)

Section 5. The official ballots for said election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote for the candidate of their choice, with the official ballot to contain such other provisions, markings and language as required by law.

Section 6. Early voting by personal appearance shall be conducted each weekday, April 24 2017 through April 30, 2017, from 8:00 A.M. - 5:00 P.M., and May 1, 2017 through May 2, 2017, from 7:00 A.M. – 7:00 P.M. The City of San Angelo will utilize the early voting branch location, shown on **Exhibit "A",** adopted as part of this Resolution, and designated by Tom Green County as outlined in the Election Code Section 42.002 entitled "Required Use of County Precincts".

Application for ballot by mail shall be mailed to:

City Clerk, City of San Angelo
c/o Vona Hudson, Tom Green County Elections Administrator
Edd B. & Frances Frink Keyes Building113 W. Beauregard Ave.
San Angelo, Texas 76903

Applications for ballot by mail must be received no later than the close of business on Tuesday, April 25, 2017.

Section 7. The election day polling places where qualified voters shall cast ballots will be at the locations designated on **Exhibit "A",** adopted as part of this Resolution, and designated by Tom Green County as outlined in the Election Code Section 42.002 entitled "Required Use of County Precincts".

Section 8. Said elections shall be conducted and the results canvassed and announced as prescribed by the General Election Laws of the State of Texas, as amended, and only duly qualified electors shall be qualified to vote.

Section 9. The City Clerk is directed and required to publish notice of said elections as required by law.

Section10. The terms and provisions of this Resolution shall be deemed to be severable in that if any portion of this Resolution shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Resolution.

Section 11. This Resolution shall be effective from and after the date of adoption.

PASSED, APPROVED and ADOPTED on the 17th day of January, 2017.

THE CITY OF SAN ANGELO, TX

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to Content:

_____
Bryan Kendrick, City Clerk

Approved as to Form:

_____
Theresa James, City Attorney

Exhibit "A"

POLLING PLACES FOR MAY 6, 2017 GENERAL ELECTION
AND SUBSEQUENT UNIFORM ELECTION DATES
AND RELATED EARLY VOTING DATES

Early Voting (Votacion Adelantada)
April 24 - April30, 8 am to 5 pm (24 de abril hasta el 28 de abril, desde las 8 hasta las 5)
May 1-2, 7 am to 7 pm (El 1 y 2 de mayo, desde las 7 hasta las 7)

Edd B. & Frances Frink Keyes Building, 113 W. Beauregard, 1st floor (Primero Piso)

During early voting, any voter may go to this location and vote on all the issues for which they are eligible. (Durante la votación temprana , cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles)

Election Day (Dia de las Elecciones)
May 06, 2017, 7 am to 7 pm
(el 6 de mayo, 2017, desde las 7 hasta las 7)

Location	Address
Angelo Bible Church	3506 Sherwood Way
Belmore Baptist Church	1214 South Bell
Calvary Baptist Church	2401 Armstrong St.
Christoval Community Center	20022 Main, Christoval, TX 76935
Community Medical Center	3501 Knickerbocker Rd.
Concho Valley Transit District (Bus Depot)	501 North Chadbourne
First Assembly of God	1442 Edmund Blvd.
Grape Creek ISD	8207 US Hwy 87
Keating Paint and Body	5050 North Chadbourne
MHMR	1501 W. Beauregard
Paulann Baptist Church	2531 Smith Blvd.
S A Public Housing Authority	420 East 28th St.
Segunda Iglesia Bautista	510 W Avenue T
Southgate Church of Christ	528 Country Club Road
Southland Baptist Church	4300 Meadow Creek
St. Ambrose Catholic Church	8602 Loop 570 Wall 76959
TxDOT	4502 Knickerbocker Rd Bldg E
Veribest Baptist Church	50 FM 2334, Veribest, TX 76886
Wesley Trinity United Methodist Church	301 West 18th
West Texas Rehab	1925 University

On Election Day, any voter may go to any one of these locations and vote on all the issues for which they are eligible. (El día de elección, cualquier votante puede ir a cualquiera de estos lugares y votar sobre todas las cuestiones para los cuales son elegibles.)

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE SAN ANGELO, TEJAS, ORDENANDO UNA ELECCIÓN GENERAL PARA LA ELECCIÓN DE OFICIALES MUNICIPALES QUE SE CELEBRARÁ EL 6 DE MAYO DE 2017; CON EL FIN DE ELEGIR A UN ALCALDE PARA UN TÉRMINO DE CUATRO AÑOS Y TRES MIEMBROS DEL CONSEJO DE LA CIUDADA PARA DISTRITO DE MIEMBRO ÚNICOS DOS, CUATRO Y SEIS, RESPECTIVAMENTE, PARA TÉRMINOS DE CUATRO AÑOS; LA DESIGNACIÓN DE UBICACIONES DE CENTROS ELECTORALES; PROPORCIONAR LAS FECHAS, HORARIOS Y LUGAR PARA LA VOTACIÓN TEMPRANA EN PERSONA; AUTORIZANDO UNA ELECCIÓN CONJUNTA CON LOS DISTRITOS ESCOLARES INDEPENDIENTES DE SAN ANGELO, GRAPE CREEK, VERIBEST Y WALL; ADOPTAR DISPOSICIONES PROVISIONALES PARA UNA ELECCIÓN DE DESEMPATE; ADOPTAR DISPOSICIONES PARA LA REALIZACIÓN DE LAS ELECCIONES, Y OTROS INCIDENTES RELACIONADO CON EL PROPÓSITO DE LA PRESENTE RESOLUCIÓN; ORDENAR PUBLICACIÓN; PROPORCIONAR PARA DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA DE VIGENCIA

EN TANTO QUE, el Concejo de la Ciudad de San Angelo, Tejas (de aquí en adelante "Ciudad"), en virtud con las disposiciones de la Constitución del Estado de Tejas, el Código de Elecciones de Tejas y Carta de la Ciudad de San Angelo determina, con el propósito de elegir a los siguientes oficiales de dicha ciudad: un Alcalde; un Concejal de La Ciudad de Distrito Unico Numero Dos; un Concejal de la Ciudad de Distrito Único Numero Cuatro; y un Concejal de la Ciudad de Distrito Único Numero Seis por los votantes calificados de la Ciudad de San Angelo elegibles para votar por dichos oficiales; y

EN TANTO QUE, si cualquier candidato para una oficina en la elección municipal general falla de recibir una mayoría de los votos lanzó para tal oficina, entonces en ese acontecimiento, será el deber de la Ciudad para pedir una elección de desempate para cada posición a la que nadie recibió la mayoría de los votos lanzó por dicha oficina tal como se exige por la Sección 45 de la Carta de la Ciudad; y

EN TANTO QUE, la Ciudad firmó un Acuerdo Maestro Interlocal con el Condado de Tom Green y el Condado de Tom Green Administración de Elecciones, et. al., que prevé para el Condado de Tom Green para proporcionar servicios en la conducta de elecciones conjuntas en los días de elecciones uniformes en mayo, con una fecha de vigencia del 6 de diciembre de 2011, y renovando anualmente de forma automática a través de 31 de diciembre 2022; y

EN TANTO QUE, la elección del 6 de mayo de 2017, se llevará a cabo de forma conjunta con los Distritos Escolares Independientes de San Angelo, Grape Creek, Veribest y Wall en virtud de acuerdos interlocal con cada uno de los distritos escolares independientes según lo autoriza la Sección 271.002 del Código Electoral de Tejas y por la Ciudada; y

EN TANTO QUE, la reunión en la cual esta Resolución se considera está abierta para el público como requerido según la ley y fue dado aviso público del tiempo, lugar, y proposito de dicha reunión como lo requiere el Título 5, Capítulo 551, del Código Gobierno de Tejas.

AHORA, POR LO TANTO, SERÁ RESUELTO POR LA CIUDAD QUE:

Sección 1. Que todas las premisas mencionadas anteriormente son verdaderas y correctas y están incorporadas en el cuerpo de esta Resolución como si estuvieran establecidos en su totalidad.

Sección 2. Que la Ciudad ordena una elección de oficiales para la Ciudad de San Angelo, Tejas, que se celebrará el primer sábado de mayo, 2017, el mismo ser el día 6 de mayo, 2017, que no es menos de setenta ocho (78) días de la fecha de la adopción de esta Resolución (EC 3.005), entre las horas de 7:00 de la mañana y 7:00 de la tarde, para el propósito de elegir a los oficiales municipales siguientes: Un Alcalde; un Concejal de La Ciudad de Distrito Unico Numero Dos; un Concejal de la Ciudad de Distrito Único Numero Quatro; y un Concejal de la Ciudad de Distrito Único Numero Seis.

Sección 3. Las elecciones generales ordenadas ser sostenidas el día 6 de mayo, 2017, se celebrarán conjuntamente con los Distritos Escolares Independientes de San Angelo, Grape Creek, Veribest y Wall en virtud de acuerdos interlocal con cada distrito. (EC 271.002).

Sección 4. En caso de que en las elecciones generales aquí pedido para cualquier oficina, si ningún candidato recibe una mayoría de los votos lanzó para la oficina, y la Ciudad ordena una segunda votación/elección de desempate para cada posición, allí será sostenido una segunda votación en virtud de Sección 45 de la Carta de la Ciudad, que no será anterior al vigésimo día o posterior al 45.o día posterior a la fecha del último escrutinio de la elección principal esta completado. (EC 2.025)

Sección 5. Las boletas oficiales para la dicha elección se conformarán con el código de la elección de Tejas, según la enmienda prevista, para permitir que los electores voten por el candidato de su opción, con la boleta oficial para contener tales otras provisiones, marcas y lengua según los requisitos de ley.

Sección 6. Votación temprana en persona se llevarán a cabo cada día de la semana, a partir del 24 de abril del 2017 hasta el 30 de abril del 2017 de las 08:00 de la mañana hasta las 5:00 de la tarde; y del 1 de mayo del 2017 hasta el 2 de mayo del 2017 de las 7:00 de la mañana hasta las 7:00 de la tarde. La Ciudad de San Angelo utilizará la ubicación de la rama de votación temprana, mostrada en el Anexo "A", adoptado como parte de la presente resolución y designado por el Condado de Tom Green como se indica en el Artículo 42.002 del Código Electoral, titulado "Uso Obligatorio de los Precintos del Condado".

La solicitud para una boleta postal será enviado a:

Oficinista de La Ciudad de San Angelo
c/o Vona Hudson, Administradora de Elecciones del Condado de Tom Green
Edd B. & Frances Frink Keyes Building

Las solicitudes para las boletas postales deben ser recibidas no más tarde de la hora de cierre de los negocios el martes dia 25 de abril del 2017, sin excepción alguna.

Sección 7. Los lugares de votación del día de las elecciones donde los votantes elegibles deberán emitir sus votos serán en los lugares designados en el Anexo "A", adoptado como parte de esta resolución y designado por el Condado de Tom Green como se indica en el Artículo 42.002 del Código Electoral, titulado "Uso Obligatorio de los Precintos del Condado".

SecciónLas elecciones dichas deben ser conducidas y los resultados escrutinio y anunciado como prescritas por las leyes de elecciones generales del estado de Tejas, en su forma enmendada, y sólo los electores debidamente calificados serán calificados para votar.

Sección 9. El Oficinista de la Ciudad es dirigido y se requiere publicar el aviso de la elección dicha como requerido según la ley.

Sección 10. Que los términos y disposiciones de esta Resolución se considerará separable en si cualquier parte de esta Resolución deberá ser declarada inválida, el mismo no afectará la validez de las demás disposiciones de esta Resolución.

Sección 11. Esta Resolución debe ser eficaz en y después de la fecha de adopción.

PASADO, APROBADO Y ADOPTADO el día 17 de enero del 2017.

LA CIUDAD DE SAN ANGELO

_____
Dwain Morrison, Alcalde

ATESTIGUAR:

_____
Bryan Kendrick, Oficinista de La Ciudad

Aprobado en cuanto al contenido:

_____

Bryan Kendrick, Oficinista de la Ciudad

Aprobado en cuanto a forma:

_____

Theresa James, Abogada de la Ciudad

Anexo "A"

LUGARES DE VOTACIÓN PARA EL SABADO 6 DE MAYO, 2017 ELECCIONES GENERALES
Y FECHAS DE LA ELECCIÓN UNIFORMES SUBSECUENTES
Y RELACIONADOS CON LAS FECHAS DE VOTACIÓN TEMPRANA

(Votación Temprana)

24 de abril hasta el 30 de abril, desde las 8 hasta las 5
El 1 y 2 de mayo, desde las 7 hasta las 7

Edd B. & Frances Frink Keyes Building, 113 W. Beauregard, 1st floor (Primer Piso)

Durante la votación temprana, cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles

Dia de las Elecciones
el 6 de mayo, 2017, desde las 7 hasta las 7

Ubicación	Dirección
Angelo Bible Church	**3506 Sherwood Way**
Belmore Baptist Church	**1214 South Bell**
Calvary Baptist Church	**2401 Armstrong St.**
Christoval Community Center	**20022 Main, Christoval, TX 76935**
Community Medical Center	**3501 Knickerbocker Rd.**
Concho Valley Transit District (Bus Depot)	**501 North Chadbourne**
First Assembly of God	**1442 Edmund Blvd.**
Grape Creek ISD	**8207 US Hwy 87**
Keating Paint and Body	**5050 North Chadbourne**
MHMR	**1501 W. Beauregard**
Paulann Baptist Church	**2531 Smith Blvd.**
S A Public Housing Authority	**420 East 28th St.**
Segunda Iglesia Bautista	**510 W Avenue T**
Southgate Church of Christ	**528 Country Club Road**
Southland Baptist Church	**4300 Meadow Creek**
St. Ambrose Catholic Church	**8602 Loop 570 Wall 76959**
TxDOT	**4502 Knickerbocker Rd Bldg E**
Veribest Baptist Church	**50 FM 2334, Veribest, TX 76886**
Wesley Trinity United Methodist Church	**301 West 18th**
West Texas Rehab	**1925 University**

El día de elección, cualquier votante puede ir a cualquiera de estos lugares y votar sobre todas las cuestiones para los cuales son elegibles.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY, VERIBEST I.S.D., AND WALL I.S.D. FOR JOINT ELECTIONS FOR OFFICERS TO BE HELD ON MAY 6, 2017.

WHEREAS, Pursuant to authority under Texas Election Code, Chapter 271, the City of San Angelo (City), Veribest Independent School District (VISD) and Wall Independent School District (WIDS) anticipate holding joint elections on May 6, 2017; and

WHEREAS, the Texas Election Code Section 31.092 authorizes county election officers to contract with governing bodies of political subdivisions to perform election services and a Master Interlocal Agreement has been entered into by and between the Tom Green County Elections Administrator, City, VISD and WISD, providing for such services effective on December 6, 2011, and automatically renewing annually through December 31, 2022; and

WHEREAS, City and School District agree that entering into a contract for joint elections with provision for shared election services is the most efficient method of conducting the elections and is in the best interest of the citizens of City, VISD and WISD;

NOW THEREFORE, BE IT RESOLVED THAT:

The City Manager of the City of San Angelo or his designee is hereby authorized and directed to enter into a Joint Election Agreement with the Veribest Independent School District and Wall Independent School District that makes provision for a joint election on May 6, 2017, including the sharing of election services and costs in substantially the form of **Attachment A** to this resolution. The City Manager or his designee is further authorized to execute such other documents as may be necessary or convenient to carry out the purposes of this resolution.

APPROVED and **ADOPTED** on this the 17th day of January, 2017.

THE CITY OF SAN ANGELO

BY:_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Date: _____, 2017

DRAFT

Approved as to Content

_____
Bryan Kendrick, City Clerk

Approved as to Form:

_____
Theresa James, City Attorney

AW1-10
Prescribed by Secretary of State
Sections 4.004, 83.010, 85.004, 85.007, Texas Election Code
3/2007

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)

To the registered voters of the City of San Angelo, Texas:

(A los votantes registrados de la Ciudad de San Angelo, Tejas):

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on Saturday May 6, 2017 for voting in a general election to elect a Mayor for a four year term and three Council Members for Single Member Districts two, four and six respectively, for four year terms.

(Se hace saber que las casillas electorales citados abajo se abrirán desde las 7:00 am hasta las 7:00 pm, el sábado 06 de mayo 2017 para votar en la Elección General con el fin de elegir a un Alcalde para un término de cuatro años y tres miembros del Consejo de la Ciudad para Distrito de Miembro Unicos Dos, Cuatro y Seis, respectivamente, para términos de cuatro años.)

LOCATION(S) OF POLLING PLACES
(LUGARES DE VOTACIÓN)

Location (Ubicación)	Address (Dirección)
Angelo Bible Church	**3506 Sherwood Way**
Belmore Baptist Church	**1214 South Bell**
Calvary Baptist Church	**2401 Armstrong St.**
Christoval Community Center	**20022 Main, Christoval, TX 76935**
Community Medical Center	**3501 Knickerbocker Rd.**
Concho Valley Transit District (Bus Depot)	**501 North Chadbourne**
First Assembly of God	**1442 Edmund Blvd.**
Grape Creek ISD	**8207 US Hwy 87**
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Segunda Iglesia Bautista	**510 W Avenue T**
Southgate Church of Christ	**528 Country Club Road**
Southland Baptist Church	**4300 Meadow Creek**
St. Ambrose Catholic Church	**8602 Loop 570 Wall 76959**
TxDOT	**4502 Knickerbocker Rd Bldg E**
Veribest Baptist Church	**50 FM 2334, Veribest, TX 76886**
Wesley Trinity United Methodist Church	**301 West 18th**
West Texas Rehab	**1925 University**

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)
Edd B. & Frances Frink Keyes Building, 113 W. Beauregard, 1st floor (Primer Piso)
(location) (sitio)
April 24 – April 30, 8 am to 5 pm (24 de abril hasta el 30 de abril, desde las 8:00 am hasta las 5:00 pm)
May 1-2, 7 am to 7 pm (El 1 y 2 de mayo, desde las 7:00 am hasta las 7:00 pm)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

City Clerk, City of San Angelo
c/o Vona Hudson, Tom Green County Elections Administrator
Edd B. & Frances Frink Keyes Building
113 W. Beauregard Ave.
San Angelo, Texas 76903

(Oficinista de La Ciudad de San Angelo
c/o Vona Hudson, Administradora de Elecciones del Condado de Tom Green
Edd B. & Frances Frink Keyes Building
113 W. Beauregard Ave
San Angelo, Texas 76903)

Applications for ballots by mail must be received no later than the close of business on:
(Las solicitudes para las boletas postales deben ser recibidas no más tarde de la hora de cierre de los negocios el:)

Tuesday, April 25, 2017
(martes) (25 de abril, 2017)

Issued this the 17th day of January, 2017.
(Emitido este 17 día de enero, 2017.)

_____
Signature of Mayor (Firma del Alcalde)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: David Knapp, Construction Manager, Construction Management, 325-262-1357

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider awarding NJPA quote from West Office Interiors for the purchase of office and classroom furniture for the new Fire Training Center in the amount of $64,344.62 in association with NJPA contract #031715-KII, budgeted for purchase as a project expense and fully funded by the project (D.Knapp)

Summary/History:

The total project funding is $4,400,000. Our original project budget included $65,000 for furniture

The City is a member of the National Joint Powers Alliance (NJPA) which allows us to purchase goods from approved vendors with guaranteed prices for specific goods (furniture). We worked with a local vendor (West Office Supply) to make furniture and finish selections through KI furniture manufacturing (also on NJPA). West Office will provide the furniture and installation.

With the final cost to purchase and install furniture, $64,344.62, we have a budget savings of $655.

Financial Impact:

Furniture is a budgeted line item for the project. Actual cost is slightly lower than estimated. The funds are available for this expense.

Other Information/Recommendation:

Attachments:

1.	KI Furniture Quote	City of San Angelo Fire Training Facility Avail - 16MDH-178161A-C_Quote.pdf
2.	West Office Interiors - Quote + Install	City of San Angelo Fire Training Facility Avail - 16MDH-178161A-C_Quote.pdf

Presentation:

Approvals/Reviews:

David Knapp	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn	Approved
Bryan Kendrick	Final Approval

QUOTATION

CREATED 12/6/2016 | Valid Through 3/6/2017

City of San Angelo: Fire Training Facility Avail

Quote Number: 16MDH-178161A/C

KI is pleased to present the enclosed quotation. The following items are included:

- Detailed PO requirements
- Itemized Quote
- Quote Summary
- Product Options

For an environmentally friendly option, please consider printing only the pages you need in black ink.

Sales Team:

Whitney Garry | Sales Rep | whitney.garry@ki.com | (806) 786-3998

Matt Hartman | Inside Sales Specialist | matt.hartman@ki.com | 800.472.0811

QUOTATION

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Matt Hartman
"Reference Only"
Market Code: 9=9=State/Local Gov't

Opportunity #: 178161
Quote Filename: City of San Angelo: Fire Training Facility Avail - 16MDH-178161A

Whitney Garry
Sales Rep
whitney.garry@ki.com
(806) 786-3998

Matt Hartman
Inside Sales Specialist
matt.hartman@ki.com
800.472.0811

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
   KI
   1330 Bellevue Street
   Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference

3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

QUOTATION

City of San Angelo: Fire Training Facility Avail
Quote Number: 16MDH-178161A/C

CREATED 12/6/2016

Valid Through 3/6/2017

PRODUCT TOTALS	$60,984.62
Other- See Quote Details	$0.00
GRAND TOTAL	**$60,984.62**

KI Offers A Lease Finance Option For All of Your Furniture Needs. Contact Us For A Quote.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Matt Hartman
"Reference Only"
Market Code: 9=9=State/Local Gov't

Opportunity #: 178161
Quote Filename: City of San Angelo: Fire Training Facility Avail - 16MDH-178161A

Requested Delivery Date **To be Determined**

Sold To
City of San Angelo

End User
City of San Angelo

Ship To
To be Determined

Installation
To be Determined

Client Notes:

Whitney Garry
Sales Rep
whitney.garry@ki.com
(806) 786-3998

Matt Hartman
Inside Sales Specialist
matt.hartman@ki.com
800.472.0811

QUOTATION

CREATED	**12/6/2016**
VALID THROUGH	**3/6/2017**
Prepared By	Matt Hartman
Quote Filename	City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1							
BREAKROOM 131							
1.1	**IQS36SSO-74P**	Inquire Sq Tbl,4 Straight Legs,74P Edge,Col Leg,36x36"	3		$294.50	**$883.50**	
		Edge Color	Misty Brown edge	/EMY			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	SATIN OXIDE 4832-07	/LSX			
		Leg Finish	Champagne Metallic	/CM			
		Base Option	4 Inquire glides	/IG			
		Wire Management Options	No wire management	/NM			
		Price Description: Delivered/Open Market					
1.2	**SWNA**	Strive High Density Sled Base,Poly,Armless Chair	10		$93.50	**$935.00**	
		Frame Color	Champagne Metallic	/CM			
		Poly Seat & Back Color	No Fire Retardant	/NFR			
		Poly Seat & Back Color	Black	/PBL			
		Glide Option	PVC non-skid glides	/NS			
		Price Description: Delivered/Open Market					
Tag 1					**WorkGroup Product Subtotal**	**$1,818.50**	
BREAKROOM 131							
Tag 1							
CLASSROOM 103							
2.1	**DL3072**	DuraLite 30x72",Rectangular Fixed Height Table	12		$211.04	**$2,532.48**	
		Top Color	Walnut	/TWA			
		Frame Color	Black	/BL			
		Price Description: Delivered/Open Market					
2.2	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	25		$279.00	**$6,975.00**	
		Back Panel Color	Black	/BL			
		Base Option	Hard floor casters	/S			
		Upholstery Grade/Color	Compliance to TB 117-2013	NFR			
		Avail Upholstery	Fabric Grade 1	GRD1			
		G1 Fabric	1K SKYLINE	1KUPHSKYLINE			
		1K SKYLINE	TAFFY	/1KTY			
		Price Description: Delivered/Open Market					
Tag 1					**WorkGroup Product Subtotal**	**$9,507.48**	
CLASSROOM 103							
Tag 1							
CLASSROOM 105							
3.1	**DL3072**	DuraLite 30x72",Rectangular Fixed Height Table	16		$211.04	**$3,376.64**	
		Top Color	Walnut	/TWA			
		Frame Color	Black	/BL			
		Price Description: Delivered/Open Market					
3.2	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	33		$279.00	**$9,207.00**	
		Back Panel Color	Black	/BL			
		Base Option	Hard floor casters	/S			
		Upholstery Grade/Color	Compliance to TB 117-2013	NFR			
		Avail Upholstery	Fabric Grade 1	GRD1			
		G1 Fabric	1K SKYLINE	1KUPHSKYLINE			
		1K SKYLINE	TAFFY	/1KTY			

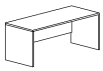
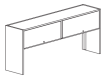
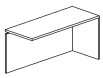
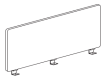
QUOTATION

CREATED	**12/6/2016**
VALID THROUGH	**3/6/2017**
Prepared By	Matt Hartman
Quote Filename	City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
		Price Description: Delivered/Open Market					
Tag 1 **CLASSROOM 105**					**WorkGroup Product Subtotal**	**$12,583.64**	
Tag 1 **CONFERENCE 116**							
4.1	**P412BF3-74P**	Portico Fixed Leg,Boat Shp,3-TT Bases,74P Edge,36x48x144"	1		$1,601.00	**$1,601.00**	
		Edge Color	Windsor Mahogany edge	/EWY			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Base Finish	Espresso Metallic	/EX			
		Base Options	No casters	-NCST			
		Plastic End Cap Color	Black	/PBL			
		Table Height Other Than 29"	Standard height (29")	-NO			
		Price Description: Delivered/Open Market					
4.2	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	12		$279.00	**$3,348.00**	
		Back Panel Color	Black	/BL			
		Base Option	Hard floor casters	/S			
		Upholstery Grade/Color	Compliance to TB 117-2013	NFR			
		Avail Upholstery	Fabric Grade 1	GRD1			
		G1 Fabric	1W FREEWAY	1WUPHFREEWAY			
		1W FREEWAY	RED	/1WRD			
		Price Description: Delivered/Open Market					
Tag 1 **CONFERENCE 116**					**WorkGroup Product Subtotal**	**$4,949.00**	
Tag 1 **LIBRARY 130**							
5.1	**IQS36SSO-74P**	Inquire Sq Tbl,4 Straight Legs,74P Edge,Col Leg,36x36"	1		$294.50	**$294.50**	
		Edge Color	Misty Brown edge	/EMY			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	SATIN OXIDE 4832-07	/LSX			
		Leg Finish	Champagne Metallic	/CM			
		Base Option	4 Inquire glides	/IG			
		Wire Management Options	No wire management	/NM			
		Price Description: Delivered/Open Market					
5.2	**SWNA**	Strive High Density Sled Base,Poly,Armless Chair	4		$93.50	**$374.00**	
		Frame Color	Champagne Metallic	/CM			
		Poly Seat & Back Color	No Fire Retardant	/NFR			
		Poly Seat & Back Color	Black	/PBL			
		Glide Option	PVC non-skid glides	/NS			
		Price Description: Delivered/Open Market					
Tag 1 **LIBRARY 130**					**WorkGroup Product Subtotal**	**$668.50**	

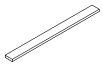
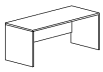
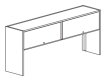
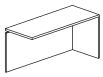
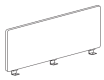
QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1							
OFFICE 118							
6.1	**7D/D3072-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,30x72"W	1		$598.50	**$598.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
6.2	**7D/OSD72/S**	700 Series Desk,Closed Overhead,2-Door,Steel,72"W	1		$569.00	**$569.00**	
		Enamel Color	Champagne Metallic	/CM			
		Overstorage Pack Option	Unassembled	/UAS			
		Key Option	Key alike	/KA			
		Key Alike	Key Alike Lock #101	/L101			
		Lock Info 2	Number of locks per unit - 2	INFO2			
		Price Description: Delivered/Open Market					
6.3	**7D/R2460-74P-F**	700 Series Desk,Return,Full Modesty Panel,74P Edge,24x60"W	1		$493.50	**$493.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
6.4	**7D/TB7219**	700 Series Desk,Tackboard/Screen,72"W	1		$263.00	**$263.00**	
		Privacy Screen Fabric	Fabric Grade 1	GRD1			
		VSG1 Fabric	1 SENSA	1SUPHENSA			
		1 SENSA	BASSWOOD	/S1183			
		Enamel Color	Champagne Metallic	/CM			
		Price Description: Delivered/Open Market					
6.5	**S7P/1520WFF**	700 Series Files Supporting Ped-File/File-20" Nominal Depth	1		$306.00	**$306.00**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		Price Description: Delivered/Open Market					
6.6	**S7P/1524WBBF**	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth	1		$391.50	**$391.50**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		Price Description: Delivered/Open Market					
6.7	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1		$279.00	**$279.00**	
		Back Panel Color	Black	/BL			
		Base Option	Hard floor casters	/S			
		Upholstery Grade/Color	Compliance to TB 117-2013	NFR			
		Avail Upholstery	Fabric Grade 1	GRD1			
		G1 Fabric	1W FREEWAY	1WUPHFREEWAY			
		1W FREEWAY	RED	/1WRD			
		Price Description: Delivered/Open Market					

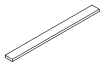
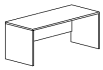
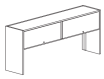
QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
6.8	**SLNAU**	Strive Four-Leg Armless Chair,Uph Seat	2		$122.50	**$245.00**	
		Frame Color	Champagne Metallic	/CM			
		Glide Option	Plastic glides	/P			
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR			
		Upholstery Grade/Color	Fabric Grade 1	GRD1			
		G1 Fabric	1K SKYLINE	1KUPHSKYLINE			
		1K SKYLINE	TAFFY	/1KTY			
		Poly Seat & Back Color	No Fire Retardant	-NFR			
		Poly Seat & Back Color	Black	/PBL			
		Price Description: Delivered/Open Market					
6.9	**TLT5.48**	Universal Shelf/Cabinet Task Light,48"W,For 54" and Larger Overheads	1		$44.00	**$44.00**	
		**Price Description: Delivered/Open Market**					
Tag 1					**WorkGroup Product Subtotal**	**$3,189.50**	
OFFICE 118							
Tag 1							
OFFICE 119							
7.1	**7D/D3072-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,30x72"W	1		$598.50	**$598.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
7.2	**7D/OSD72/S**	700 Series Desk,Closed Overhead,2-Door,Steel,72"W	1		$569.00	**$569.00**	
		Enamel Color	Champagne Metallic	/CM			
		Overstorage Pack Option	Unassembled	/UAS			
		Key Option	Key alike	/KA			
		Key Alike	Key Alike Lock #101	/L101			
		Lock Info 2	Number of locks per unit - 2	INFO2			
		Price Description: Delivered/Open Market					
7.3	**7D/R2460-74P-F**	700 Series Desk,Return,Full Modesty Panel,74P Edge,24x60"W	1		$493.50	**$493.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
7.4	**7D/TB7219**	700 Series Desk,Tackboard/Screen,72"W	1		$263.00	**$263.00**	
		Privacy Screen Fabric	Fabric Grade 1	GRD1			
		VSG1 Fabric	1 SENSA	1SUPHENSA			
		1 SENSA	BASSWOOD	/S1183			
		Enamel Color	Champagne Metallic	/CM			
		Price Description: Delivered/Open Market					
7.5	**S7P/1520WFF**	700 Series Files Supporting Ped-File/File-20" Nominal Depth	1		$306.00	**$306.00**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		Price Description: Delivered/Open Market					

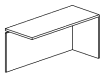
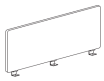
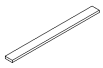
QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
7.6	**S7P/1524WBBF**	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth	1	$391.50	**$391.50**	
		Pull Options: Classic (inset pull) /CLSC Unit Color: Champagne Metallic /CM Key Option: Key alike /KA National Key Alike: Key Alike Lock #101 /L101 **Price Description: Delivered/Open Market**				
7.7	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1	$279.00	**$279.00**	
		Back Panel Color: Black /BL Base Option: Hard floor casters /S Upholstery Grade/Color: Compliance to TB 117-2013 NFR Avail Upholstery: Fabric Grade 1 GRD1 G1 Fabric: 1W FREEWAY 1WUPHFREEWAY 1W FREEWAY: RED /1WRD **Price Description: Delivered/Open Market**				
7.8	**SLNAU**	Strive Four-Leg Armless Chair,Uph Seat	2	$122.50	**$245.00**	
		Frame Color: Champagne Metallic /CM Glide Option: Plastic glides /P Upholstery Grade/Color: Compliance to TB 117-2013 /NFR Upholstery Grade/Color: Fabric Grade 1 GRD1 G1 Fabric: 1K SKYLINE 1KUPHSKYLINE 1K SKYLINE: TAFFY /1KTY Poly Seat & Back Color: No Fire Retardant -NFR Poly Seat & Back Color: Black /PBL **Price Description: Delivered/Open Market**				
7.9	**TLT5.48**	Universal Shelf/Cabinet Task Light,48"W,For 54" and Larger Overheads	1	$44.00	**$44.00**	
		**Price Description: Delivered/Open Market**				
Tag 1 **OFFICE 119**				**WorkGroup Product Subtotal**	**$3,189.50**	
Tag 1 **OFFICE 120**						
8.1	**7D/D3072-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,30x72"W	1	$598.50	**$598.50**	
		Grommets: Grommets - left and right /G Enamel Color: Champagne Metallic /CM Surface Finish: KI Laminates Standard KI Laminates: WINDSOR MAHOGANY 7039-38 /LWY Grommet and/or PowerUp Color: Windsor Mahogany edge/Black grommet /TWY **Price Description: Delivered/Open Market**				
8.2	**7D/OSD72/S**	700 Series Desk,Closed Overhead,2-Door,Steel,72"W	1	$569.00	**$569.00**	
		Enamel Color: Champagne Metallic /CM Overstorage Pack Option: Unassembled /UAS Key Option: Key alike /KA Key Alike: Key Alike Lock #101 /L101 Lock Info 2: Number of locks per unit - 2 INFO2 **Price Description: Delivered/Open Market**				

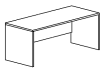
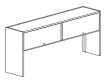
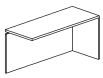
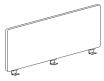
QUOTATION

CREATED	**12/6/2016**
VALID THROUGH	**3/6/2017**
Prepared By	Matt Hartman
Quote Filename	City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
8.3	**7D/R2460-74P-F**	700 Series Desk,Return,Full Modesty Panel,74P Edge,24x60"W	1	$493.50	**$493.50**	
		Grommets: Grommets - left and right /G Enamel Color: Champagne Metallic /CM Surface Finish: KI Laminates Standard KI Laminates: WINDSOR MAHOGANY 7039-38 /LWY Grommet and/or PowerUp Color: Windsor Mahogany edge/Black grommet /TWY **Price Description: Delivered/Open Market**				
8.4	**7D/TB7219**	700 Series Desk,Tackboard/Screen,72"W	1	$263.00	**$263.00**	
		Privacy Screen Fabric: Fabric Grade 1 GRD1 VSG1 Fabric: 1 SENSA 1SUPHENSA 1 SENSA: BASSWOOD /S1183 Enamel Color: Champagne Metallic /CM **Price Description: Delivered/Open Market**				
8.5	**S7P/1520WFF**	700 Series Files Supporting Ped-File/File-20" Nominal Depth	1	$306.00	**$306.00**	
		Pull Options: Classic (inset pull) /CLSC Unit Color: Champagne Metallic /CM Key Option: Key alike /KA National Key Alike: Key Alike Lock #101 /L101 **Price Description: Delivered/Open Market**				
8.6	**S7P/1524WBBF**	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth	1	$391.50	**$391.50**	
		Pull Options: Classic (inset pull) /CLSC Unit Color: Champagne Metallic /CM Key Option: Key alike /KA National Key Alike: Key Alike Lock #101 /L101 **Price Description: Delivered/Open Market**				
8.7	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1	$279.00	**$279.00**	
		Back Panel Color: Black /BL Base Option: Hard floor casters /S Upholstery Grade/Color: Compliance to TB 117-2013 NFR Avail Upholstery: Fabric Grade 1 GRD1 G1 Fabric: 1W FREEWAY 1WUPHFREEWAY 1W FREEWAY: RED /1WRD **Price Description: Delivered/Open Market**				
8.8	**SLNAU**	Strive Four-Leg Armless Chair,Uph Seat	2	$122.50	**$245.00**	
		Frame Color: Champagne Metallic /CM Glide Option: Plastic glides /P Upholstery Grade/Color: Compliance to TB 117-2013 /NFR Upholstery Grade/Color: Fabric Grade 1 GRD1 G1 Fabric: 1K SKYLINE 1KUPHSKYLINE 1K SKYLINE: TAFFY /1KTY Poly Seat & Back Color: No Fire Retardant -NFR Poly Seat & Back Color: Black /PBL **Price Description: Delivered/Open Market**				
8.9	**TLT5.48**	Universal Shelf/Cabinet Task Light,48"W,For 54" and Larger Overheads	1	$44.00	**$44.00**	
		**Price Description: Delivered/Open Market**				
Tag 1 **OFFICE 120**				**WorkGroup Product Subtotal**	**$3,189.50**	

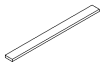
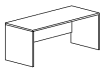
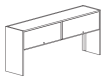
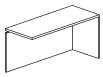
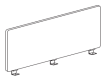
QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1							
OFFICE 121							
9.1	**7D/D3072-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,30x72"W	1		$598.50	**$598.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
9.2	**7D/OSD72/S**	700 Series Desk,Closed Overhead,2-Door,Steel,72"W	1		$569.00	**$569.00**	
		Enamel Color	Champagne Metallic	/CM			
		Overstorage Pack Option	Unassembled	/UAS			
		Key Option	Key alike	/KA			
		Key Alike	Key Alike Lock #101	/L101			
		Lock Info 2	Number of locks per unit - 2	INFO2			
		Price Description: Delivered/Open Market					
9.3	**7D/R2460-74P-F**	700 Series Desk,Return,Full Modesty Panel,74P Edge,24x60"W	1		$493.50	**$493.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
9.4	**7D/TB7219**	700 Series Desk,Tackboard/Screen,72"W	1		$263.00	**$263.00**	
		Privacy Screen Fabric	Fabric Grade 1	GRD1			
		VSG1 Fabric	1 SENSA	1SUPHENSA			
		1 SENSA	BASSWOOD	/S1183			
		Enamel Color	Champagne Metallic	/CM			
		Price Description: Delivered/Open Market					
9.5	**S7P/1520WFF**	700 Series Files Supporting Ped-File/File-20" Nominal Depth	1		$306.00	**$306.00**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		Price Description: Delivered/Open Market					
9.6	**S7P/1524WBBF**	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth	1		$391.50	**$391.50**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		Price Description: Delivered/Open Market					
9.7	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1		$279.00	**$279.00**	
		Back Panel Color	Black	/BL			
		Base Option	Hard floor casters	/S			
		Upholstery Grade/Color	Compliance to TB 117-2013	NFR			
		Avail Upholstery	Fabric Grade 1	GRD1			
		G1 Fabric	1W FREEWAY	1WUPHFREEWAY			
		1W FREEWAY	RED	/1WRD			
		Price Description: Delivered/Open Market					

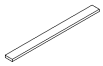
QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
9.8	**SLNAU**	Strive Four-Leg Armless Chair,Uph Seat	2	$122.50	**$245.00**	
		Frame Color: Champagne Metallic /CM Glide Option: Plastic glides /P Upholstery Grade/Color: Compliance to TB 117-2013 /NFR Upholstery Grade/Color: Fabric Grade 1 GRD1 G1 Fabric: 1K SKYLINE 1KUPHSKYLINE 1K SKYLINE: TAFFY /1KTY Poly Seat & Back Color: No Fire Retardant -NFR Poly Seat & Back Color: Black /PBL **Price Description: Delivered/Open Market**				
9.9	**TLT5.48**	Universal Shelf/Cabinet Task Light,48"W,For 54" and Larger Overheads	1	$44.00	**$44.00**	
		**Price Description: Delivered/Open Market**				
Tag 1 **OFFICE 121**				**WorkGroup Product Subtotal**	**$3,189.50**	
Tag 1 **OFFICE 122**						
10.1	**7D/D3072-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,30x72"W	1	$598.50	**$598.50**	
		Grommets: Grommets - left and right /G Enamel Color: Champagne Metallic /CM Surface Finish: KI Laminates Standard KI Laminates: WINDSOR MAHOGANY 7039-38 /LWY Grommet and/or PowerUp Color: Windsor Mahogany edge/Black grommet /TWY **Price Description: Delivered/Open Market**				
10.2	**7D/OSD72/S**	700 Series Desk,Closed Overhead,2-Door,Steel,72"W	1	$569.00	**$569.00**	
		Enamel Color: Champagne Metallic /CM Overstorage Pack Option: Unassembled /UAS Key Option: Key alike /KA Key Alike: Key Alike Lock #101 /L101 Lock Info 2: Number of locks per unit - 2 INFO2 **Price Description: Delivered/Open Market**				
10.3	**7D/R2460-74P-F**	700 Series Desk,Return,Full Modesty Panel,74P Edge,24x60"W	1	$493.50	**$493.50**	
		Grommets: Grommets - left and right /G Enamel Color: Champagne Metallic /CM Surface Finish: KI Laminates Standard KI Laminates: WINDSOR MAHOGANY 7039-38 /LWY Grommet and/or PowerUp Color: Windsor Mahogany edge/Black grommet /TWY **Price Description: Delivered/Open Market**				
10.4	**7D/TB7219**	700 Series Desk,Tackboard/Screen,72"W	1	$263.00	**$263.00**	
		Privacy Screen Fabric: Fabric Grade 1 GRD1 VSG1 Fabric: 1 SENSA 1SUPHENSA 1 SENSA: BASSWOOD /S1183 Enamel Color: Champagne Metallic /CM **Price Description: Delivered/Open Market**				
10.5	**S7P/1520WFF**	700 Series Files Supporting Ped-File/File-20" Nominal Depth	1	$306.00	**$306.00**	
		Pull Options: Classic (inset pull) /CLSC Unit Color: Champagne Metallic /CM Key Option: Key alike /KA National Key Alike: Key Alike Lock #101 /L101 **Price Description: Delivered/Open Market**				

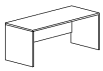
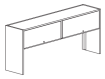
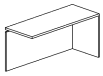
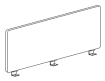
QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
10.6	**S7P/1524WBBF**	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth	1	$391.50	**$391.50**	
		Pull Options: Classic (inset pull) /CLSC Unit Color: Champagne Metallic /CM Key Option: Key alike /KA National Key Alike: Key Alike Lock #101 /L101 **Price Description: Delivered/Open Market**				
10.7	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1	$279.00	**$279.00**	
		Back Panel Color: Black /BL Base Option: Hard floor casters /S Upholstery Grade/Color: Compliance to TB 117-2013 NFR Avail Upholstery: Fabric Grade 1 GRD1 G1 Fabric: 1W FREEWAY 1WUPHFREEWAY 1W FREEWAY: RED /1WRD **Price Description: Delivered/Open Market**				
10.8	**SLNAU**	Strive Four-Leg Armless Chair,Uph Seat	2	$122.50	**$245.00**	
		Frame Color: Champagne Metallic /CM Glide Option: Plastic glides /P Upholstery Grade/Color: Compliance to TB 117-2013 /NFR Upholstery Grade/Color: Fabric Grade 1 GRD1 G1 Fabric: 1K SKYLINE 1KUPHSKYLINE 1K SKYLINE: TAFFY /1KTY Poly Seat & Back Color: No Fire Retardant -NFR Poly Seat & Back Color: Black /PBL **Price Description: Delivered/Open Market**				
10.9	**TLT5.48**	Universal Shelf/Cabinet Task Light,48"W,For 54" and Larger Overheads	1	$44.00	**$44.00**	
		**Price Description: Delivered/Open Market**				
Tag 1 **OFFICE 122**				**WorkGroup Product Subtotal**	**$3,189.50**	
Tag 1 **OFFICE 128**						
11.1	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1	$279.00	**$279.00**	
		Back Panel Color: Black /BL Base Option: Hard floor casters /S Upholstery Grade/Color: Compliance to TB 117-2013 NFR Avail Upholstery: Fabric Grade 1 GRD1 G1 Fabric: 1W FREEWAY 1WUPHFREEWAY 1W FREEWAY: RED /1WRD **Price Description: Delivered/Open Market**				
11.2	**SLNAU**	Strive Four-Leg Armless Chair,Uph Seat	2	$122.50	**$245.00**	
		Frame Color: Champagne Metallic /CM Glide Option: Plastic glides /P Upholstery Grade/Color: Compliance to TB 117-2013 /NFR Upholstery Grade/Color: Fabric Grade 1 GRD1 G1 Fabric: 1K SKYLINE 1KUPHSKYLINE 1K SKYLINE: TAFFY /1KTY Poly Seat & Back Color: No Fire Retardant -NFR Poly Seat & Back Color: Black /PBL				

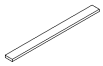
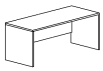
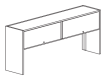
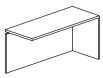
QUOTATION

CREATED	**12/6/2016**
VALID THROUGH	**3/6/2017**
Prepared By	Matt Hartman
Quote Filename	City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
		Price Description: Delivered/Open Market					
Tag 1					**WorkGroup Product Subtotal**	**$524.00**	
OFFICE 128							
Tag 1							
OFFICE 132							
12.1	**7D/D3072-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,30x72"W	1		$598.50	**$598.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
12.2	**7D/OSD72/S**	700 Series Desk,Closed Overhead,2-Door,Steel,72"W	1		$569.00	**$569.00**	
		Enamel Color	Champagne Metallic	/CM			
		Overstorage Pack Option	Unassembled	/UAS			
		Key Option	Key alike	/KA			
		Key Alike	Key Alike Lock #101	/L101			
		Lock Info 2	Number of locks per unit - 2	INFO2			
		Price Description: Delivered/Open Market					
12.3	**7D/R2460-74P-F**	700 Series Desk,Return,Full Modesty Panel,74P Edge,24x60"W	1		$493.50	**$493.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
12.4	**7D/TB7219**	700 Series Desk,Tackboard/Screen,72"W	1		$263.00	**$263.00**	
		Privacy Screen Fabric	Fabric Grade 1	GRD1			
		VSG1 Fabric	1 SENSA	1SUPHENSA			
		1 SENSA	BASSWOOD	/S1183			
		Enamel Color	Champagne Metallic	/CM			
		Price Description: Delivered/Open Market					
12.5	**S7P/1520WFF**	700 Series Files Supporting Ped-File/File-20" Nominal Depth	1		$306.00	**$306.00**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		Price Description: Delivered/Open Market					
12.6	**S7P/1524WBBF**	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth	1		$391.50	**$391.50**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		Price Description: Delivered/Open Market					

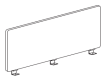
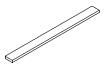
QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
12.7	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1	$279.00	**$279.00**	
		Back Panel Color: Black /BL Base Option: Hard floor casters /S Upholstery Grade/Color: Compliance to TB 117-2013 NFR Avail Upholstery: Fabric Grade 1 GRD1 G1 Fabric: 1W FREEWAY 1WUPHFREEWAY 1W FREEWAY: RED /1WRD **Price Description: Delivered/Open Market**				
12.8	**SLNAU**	Strive Four-Leg Armless Chair,Uph Seat	2	$122.50	**$245.00**	
		Frame Color: Champagne Metallic /CM Glide Option: Plastic glides /P Upholstery Grade/Color: Compliance to TB 117-2013 /NFR Upholstery Grade/Color: Fabric Grade 1 GRD1 G1 Fabric: 1K SKYLINE 1KUPHSKYLINE 1K SKYLINE: TAFFY /1KTY Poly Seat & Back Color: No Fire Retardant -NFR Poly Seat & Back Color: Black /PBL **Price Description: Delivered/Open Market**				
12.9	**TLT5.48**	Universal Shelf/Cabinet Task Light,48"W,For 54" and Larger Overheads	1	$44.00	**$44.00**	
		**Price Description: Delivered/Open Market**				
Tag 1 **OFFICE 132**				**WorkGroup Product Subtotal**	**$3,189.50**	
Tag 1 **OFFICE 133**						
13.1	**7D/D3072-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,30x72"W	1	$598.50	**$598.50**	
		Grommets: Grommets - left and right /G Enamel Color: Champagne Metallic /CM Surface Finish: KI Laminates Standard KI Laminates: WINDSOR MAHOGANY 7039-38 /LWY Grommet and/or PowerUp Color: Windsor Mahogany edge/Black grommet /TWY **Price Description: Delivered/Open Market**				
13.2	**7D/OSD72/S**	700 Series Desk,Closed Overhead,2-Door,Steel,72"W	1	$569.00	**$569.00**	
		Enamel Color: Champagne Metallic /CM Overstorage Pack Option: Unassembled /UAS Key Option: Key alike /KA Key Alike: Key Alike Lock #101 /L101 Lock Info 2: Number of locks per unit - 2 INFO2 **Price Description: Delivered/Open Market**				
13.3	**7D/R2460-74P-F**	700 Series Desk,Return,Full Modesty Panel,74P Edge,24x60"W	1	$493.50	**$493.50**	
		Grommets: Grommets - left and right /G Enamel Color: Champagne Metallic /CM Surface Finish: KI Laminates Standard KI Laminates: WINDSOR MAHOGANY 7039-38 /LWY Grommet and/or PowerUp Color: Windsor Mahogany edge/Black grommet /TWY **Price Description: Delivered/Open Market**				

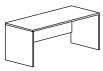
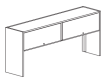
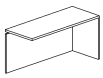
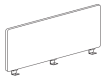
QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
13.4	**7D/TB7219**	700 Series Desk,Tackboard/Screen,72"W	1	$263.00	**$263.00**	
		Privacy Screen Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 SENSA — 1SUPHENSA 1 SENSA — BASSWOOD — /S1183 Enamel Color — Champagne Metallic — /CM **Price Description: Delivered/Open Market**				
13.5	**S7P/1520WFF**	700 Series Files Supporting Ped-File/File-20" Nominal Depth	1	$306.00	**$306.00**	
		Pull Options — Classic (inset pull) — /CLSC Unit Color — Champagne Metallic — /CM Key Option — Key alike — /KA National Key Alike — Key Alike Lock #101 — /L101 **Price Description: Delivered/Open Market**				
13.6	**S7P/1524WBBF**	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth	1	$391.50	**$391.50**	
		Pull Options — Classic (inset pull) — /CLSC Unit Color — Champagne Metallic — /CM Key Option — Key alike — /KA National Key Alike — Key Alike Lock #101 — /L101 **Price Description: Delivered/Open Market**				
13.7	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1	$279.00	**$279.00**	
		Back Panel Color — Black — /BL Base Option — Hard floor casters — /S Upholstery Grade/Color — Compliance to TB 117-2013 — NFR Avail Upholstery — Fabric Grade 1 — GRD1 G1 Fabric — 1W FREEWAY — 1WUPHFREEWAY 1W FREEWAY — RED — /1WRD **Price Description: Delivered/Open Market**				
13.8	**SLNAU**	Strive Four-Leg Armless Chair,Uph Seat	2	$122.50	**$245.00**	
		Frame Color — Champagne Metallic — /CM Glide Option — Plastic glides — /P Upholstery Grade/Color — Compliance to TB 117-2013 — /NFR Upholstery Grade/Color — Fabric Grade 1 — GRD1 G1 Fabric — 1K SKYLINE — 1KUPHSKYLINE 1K SKYLINE — TAFFY — /1KTY Poly Seat & Back Color — No Fire Retardant — -NFR Poly Seat & Back Color — Black — /PBL **Price Description: Delivered/Open Market**				
13.9	**TLT5.48**	Universal Shelf/Cabinet Task Light,48"W,For 54" and Larger Overheads	1	$44.00	**$44.00**	
		**Price Description: Delivered/Open Market**				
Tag 1 **OFFICE 133**				**WorkGroup Product Subtotal**	**$3,189.50**	

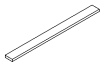
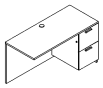
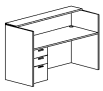
QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1							
OFFICE 134							
14.1	**7D/D3072-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,30x72"W	1		$598.50	**$598.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
14.2	**7D/OSD72/S**	700 Series Desk,Closed Overhead,2-Door,Steel,72"W	1		$569.00	**$569.00**	
		Enamel Color	Champagne Metallic	/CM			
		Overstorage Pack Option	Unassembled	/UAS			
		Key Option	Key alike	/KA			
		Key Alike	Key Alike Lock #101	/L101			
		Lock Info 2	Number of locks per unit - 2	INFO2			
		Price Description: Delivered/Open Market					
14.3	**7D/R2460-74P-F**	700 Series Desk,Return,Full Modesty Panel,74P Edge,24x60"W	1		$493.50	**$493.50**	
		Grommets	Grommets - left and right	/G			
		Enamel Color	Champagne Metallic	/CM			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	WINDSOR MAHOGANY 7039-38	/LWY			
		Grommet and/or PowerUp Color	Windsor Mahogany edge/Black grommet	/TWY			
		Price Description: Delivered/Open Market					
14.4	**7D/TB7219**	700 Series Desk,Tackboard/Screen,72"W	1		$263.00	**$263.00**	
		Privacy Screen Fabric	Fabric Grade 1	GRD1			
		VSG1 Fabric	1 SENSA	1SUPHENSA			
		1 SENSA	BASSWOOD	/S1183			
		Enamel Color	Champagne Metallic	/CM			
		Price Description: Delivered/Open Market					
14.5	**S7P/1520WFF**	700 Series Files Supporting Ped-File/File-20" Nominal Depth	1		$306.00	**$306.00**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		Price Description: Delivered/Open Market					
14.6	**S7P/1524WBBF**	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth	1		$391.50	**$391.50**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		Price Description: Delivered/Open Market					
14.7	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1		$279.00	**$279.00**	
		Back Panel Color	Black	/BL			
		Base Option	Hard floor casters	/S			
		Upholstery Grade/Color	Compliance to TB 117-2013	NFR			
		Avail Upholstery	Fabric Grade 1	GRD1			
		G1 Fabric	1W FREEWAY	1WUPHFREEWAY			
		1W FREEWAY	RED	/1WRD			
		Price Description: Delivered/Open Market					

QUOTATION

CREATED	**12/6/2016**
VALID THROUGH	**3/6/2017**
Prepared By	Matt Hartman
Quote Filename	City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
14.8	**SLNAU**	Strive Four-Leg Armless Chair,Uph Seat	2		$122.50	**$245.00**	
		Frame Color	Champagne Metallic	/CM			
		Glide Option	Plastic glides	/P			
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR			
		Upholstery Grade/Color	Fabric Grade 1	GRD1			
		G1 Fabric	1K SKYLINE	1KUPHSKYLINE			
		1K SKYLINE	TAFFY	/1KTY			
		Poly Seat & Back Color	No Fire Retardant	-NFR			
		Poly Seat & Back Color	Black	/PBL			
		Price Description: Delivered/Open Market					
14.9	**TLT5.48**	Universal Shelf/Cabinet Task Light,48"W,For 54" and Larger Overheads	1		$44.00	**$44.00**	
		**Price Description: Delivered/Open Market**					
Tag 1					**WorkGroup Product Subtotal**	**$3,189.50**	
OFFICE 134							
Tag 1							
OFFICE 139							
15.1	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1		$279.00	**$279.00**	
		Back Panel Color	Black	/BL			
		Base Option	Hard floor casters	/S			
		Upholstery Grade/Color	Compliance to TB 117-2013	NFR			
		Avail Upholstery	Fabric Grade 1	GRD1			
		G1 Fabric	1W FREEWAY	1WUPHFREEWAY			
		1W FREEWAY	RED	/1WRD			
		Price Description: Delivered/Open Market					
Tag 1					**WorkGroup Product Subtotal**	**$279.00**	
OFFICE 139							
Tag 1							
RECEPTION 115							
16.1	**KRR5424C.H**	Aristotle Pedestal Return-Right,File/File Pedestal,54x24"	1		$566.00	**$566.00**	
		Laminate (Horizontal)	Brighton Walnut	/LBW			
		Laminate Base (Vertical)	Brighton Walnut	/LBBW			
		File Pull	Standard integral pull	/NP			
		Back Panel Option	Full Back (standard)	/FB			
		Key Option	Key alike - 1 lock (Note room numbers on order)	/KA			
		Price Description: Delivered/Open Market					
16.2	**KGDL7230B.H**	Aristotle Reception,Left,Full Back Panel,BBF Ped,72x30"	1		$922.50	**$922.50**	
		Laminate (Horizontal)	Brighton Walnut	/LBW			
		Laminate Base (Vertical)	Brighton Walnut	/LBBW			
		File Pull	Standard integral pull	/NP			
		Key Option	Key alike - 1 lock (Note room numbers on order)	/KA			
		Price Description: Delivered/Open Market					

QUOTATION

CREATED 12/6/2016
VALID THROUGH 3/6/2017
Prepared By Matt Hartman
Quote Filename City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
16.3	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1	$279.00	**$279.00**	
		Back Panel Color: Black /BL				
		Base Option: Hard floor casters /S				
		Upholstery Grade/Color: Compliance to TB 117-2013 NFR				
		Avail Upholstery: Fabric Grade 1 GRD1				
		G1 Fabric: 1W FREEWAY 1WUPHFREEWAY				
		1W FREEWAY: RED /1WRD				
		Price Description: Delivered/Open Market				
16.4	**SOMC/NC**	Soltice Metal Multiple Seating-1 Seat Unit,No Table No Chair Connect,Open Arm,Non-Contrast	4	$539.00	**$2,156.00**	
		Non-Contrast Fabric: Compliance to TB 117-2013 /NFR				
		Soltice Metal Fabric NFR: Fabric Grade G G				
		Fabric: OFF TRACK OFF TRACK				
		OFF TRACK: BRICK /27.209.058.P				
		Base Finish: Champagne Metallic /CM				
		Armcap Option: Wood armcaps (pair) /WAC				
		Wood Armcap Finish Color: Wood finish-Core CORE				
		Core Wood Finish Color: Cinnamon on Beech /BCN				
		Glide Color: Flannel (Dark Grey) /NGFN				
		Moisture Barrier: No Moisture Barrier /NMB				
		Price Description: Delivered/Open Market				
16.5	**2206/L-74P**	Soltice Metal Square Table,Laminate Top,74P Edge,20x20x16"H	2	$276.00	**$552.00**	
		Base Finish: Champagne Metallic /CM				
		Laminate Color: KI Laminates Standard				
		KI Laminates: WINDSOR MAHOGANY 7039-38 /LWY				
		Edge Color: Windsor Mahogany edge /EWY				
		Glide Color: Flannel (Dark Grey) /NGFN				
		Price Description: Delivered/Open Market				
Tag 1				**WorkGroup Product Subtotal**	**$4,475.50**	
RECEPTION 115						
Tag 1						
ROOM 138						
17.1	**IQ3672SSO-74P**	Inquire Rect Tbl,4 Straight Legs,74P,Col Leg,36x72"	1	$384.00	**$384.00**	
		Edge Color: Misty Brown edge /EMY				
		Surface Finish: KI Laminates Standard				
		KI Laminates: SATIN OXIDE 4832-07 /LSX				
		Leg Finish: Champagne Metallic /CM				
		Base Option: 4 Inquire glides /IG				
		Wire Management Options: No wire management /NM				
		Price Description: Delivered/Open Market				
Tag 1				**WorkGroup Product Subtotal**	**$384.00**	
ROOM 138						
Tag 1						
SCBA ROOM 136						
18.1	**KIUV72/JR39**	Avail Task,Adjustable T-Arm	1	$279.00	**$279.00**	
		Back Panel Color: Black /BL				
		Base Option: Hard floor casters /S				
		Upholstery Grade/Color: Compliance to TB 117-2013 NFR				
		Avail Upholstery: Fabric Grade 1 GRD1				
		G1 Fabric: 1W FREEWAY 1WUPHFREEWAY				
		1W FREEWAY: RED /1WRD				

QUOTATION

CREATED	**12/6/2016**
VALID THROUGH	**3/6/2017**
Prepared By	Matt Hartman
Quote Filename	City of San Angelo: Fire Training Facility Avail - 16MDH-178161A/C

Line	Model	Qty.		Sell Price	Extended Total	TBD Options
	Price Description: Delivered/Open Market					
Tag 1 **SCBA ROOM 136**				**WorkGroup Product Subtotal**	**$279.00**	

Product SubTotal:	**$60,984.62**
Estimated Sales Tax:	**See Note Below**
Quote Total:	**$60,984.62**

Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.

Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customers's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Furniture Quote
Prepared By
West Office Interiors

San Angelo - Fire Training School				**NJPA No. 031715-KII**
Breakroom 131				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
3	IQS366SSO-74P	KI Inquire square table, 36" x 36"	$294.50	$883.50
10	SWNA	KI Strive high density sled base chair	$93.50	$935.00
		Total		**$1,818.50**
Classroom 103				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
12	DL3072	KI Duralite rectangular fixed height table	$211.04	$2,532.48
25	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$6,975.00
		Total		**$9,507.48**
Classroom 105				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
16	DL3072	KI Duralite rectangular fixed height table	$211.04	$3,376.64
33	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$9,207.00
		Total		**$12,583.64**
Conference 116				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	P412BF3-74P	KI Portico boat shaped conference table, 36" x 48" x 144"	$1,601.00	$1,601.00
12	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$3,348.00
		Total		**$4,949.00**

Furniture Quote
Prepared By
West Office Interiors

Library 130				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	IQS366SSO-74P	KI Inquire square table, 36" x 36"	$294.50	$294.50
4	SWNA	KI Strive high density sled base chair	$93.50	$374.00
		Total		**$668.50**
Office 118				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	7D/D3072-74P-P	KI 700 series desk shell with partial modesty panel, 30" x 72"	$598.80	$598.50
1	7D/OSD72/S	KI 700 series overhead storage with doors, 72"	$569.00	$569.00
1	7D/R2460-74P-F	KI 700 series return, with full modesty, 24" x 60"	$493.50	$493.50
1	7D/TB7219	KI 700 series desk tackboard, 72"	$263.00	$263.00
1	S7P/1520WFF	KI 700 series file/file pedestal	$306.00	$306.00
1	S7P/1524WBBF	KI 700 series box/box/file pedestal	$391.50	$391.50
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
2	SLNAU	KI Strive chair with upholstered seat	$122.50	$245.00
1	TLT5.48	KI Universal Shelf task light, 48"	$44.00	$44.00
		Total		**$3,189.50**
Office 119				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	7D/D3072-74P-P	KI 700 series desk shell with partial modesty panel, 30" x 72"	$598.80	$598.50
1	7D/OSD72/S	KI 700 series overhead storage with doors, 72"	$569.00	$569.00
1	7D/R2460-74P-F	KI 700 series return, with full modesty, 24" x 60"	$493.50	$493.50
1	7D/TB7219	KI 700 series desk tackboard, 72"	$263.00	$263.00
1	S7P/1520WFF	KI 700 series file/file pedestal	$306.00	$306.00
1	S7P/1524WBBF	KI 700 series box/box/file pedestal	$391.50	$391.50
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
2	SLNAU	KI Strive chair with upholstered seat	$122.50	$245.00
1	TLT5.48	KI Universal Shelf task light, 48"	$44.00	$44.00
		Total		**$3,189.50**

Furniture Quote
Prepared By
West Office Interiors

Office 120				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	7D/D3072-74P-P	KI 700 series desk shell with partial modesty panel, 30" x 72"	$598.80	$598.50
1	7D/OSD72/S	KI 700 series overhead storage with doors, 72"	$569.00	$569.00
1	7D/R2460-74P-F	KI 700 series return, with full modesty, 24" x 60"	$493.50	$493.50
1	7D/TB7219	KI 700 series desk tackboard, 72"	$263.00	$263.00
1	S7P/1520WFF	KI 700 series file/file pedestal	$306.00	$306.00
1	S7P/1524WBBF	KI 700 series box/box/file pedestal	$391.50	$391.50
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
2	SLNAU	KI Strive chair with upholstered seat	$122.50	$245.00
1	TLT5.48	KI Universal Shelf task light, 48"	$44.00	$44.00
		Total		**$3,189.50**
Office 121				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	7D/D3072-74P-P	KI 700 series desk shell with partial modesty panel, 30" x 72"	$598.80	$598.50
1	7D/OSD72/S	KI 700 series overhead storage with doors, 72"	$569.00	$569.00
1	7D/R2460-74P-F	KI 700 series return, with full modesty, 24" x 60"	$493.50	$493.50
1	7D/TB7219	KI 700 series desk tackboard, 72"	$263.00	$263.00
1	S7P/1520WFF	KI 700 series file/file pedestal	$306.00	$306.00
1	S7P/1524WBBF	KI 700 series box/box/file pedestal	$391.50	$391.50
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
2	SLNAU	KI Strive chair with upholstered seat	$122.50	$245.00
1	TLT5.48	KI Universal Shelf task light, 48"	$44.00	$44.00
		Total		**$3,189.50**

Furniture Quote
Prepared By
West Office Interiors

Office 122				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	7D/D3072-74P-P	KI 700 series desk shell with partial modesty panel, 30" x 72"	$598.80	$598.50
1	7D/OSD72/S	KI 700 series overhead storage with doors, 72"	$569.00	$569.00
1	7D/R2460-74P-F	KI 700 series return, with full modesty, 24" x 60"	$493.50	$493.50
1	7D/TB7219	KI 700 series desk tackboard, 72"	$263.00	$263.00
1	S7P/1520WFF	KI 700 series file/file pedestal	$306.00	$306.00
1	S7P/1524WBBF	KI 700 series box/box/file pedestal	$391.50	$391.50
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
2	SLNAU	KI Strive chair with upholstered seat	$122.50	$245.00
1	TLT5.48	KI Universal Shelf task light, 48"	$44.00	$44.00
		Total		**$3,189.50**
Office 128				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
2	SLNAU	KI Strive chair with upholstered seat	$122.50	$245.00
		Total		**$524.00**
Office 132				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	7D/D3072-74P-P	KI 700 series desk shell with partial modesty panel, 30" x 72"	$598.80	$598.50
1	7D/OSD72/S	KI 700 series overhead storage with doors, 72"	$569.00	$569.00
1	7D/R2460-74P-F	KI 700 series return, with full modesty, 24" x 60"	$493.50	$493.50
1	7D/TB7219	KI 700 series desk tackboard, 72"	$263.00	$263.00
1	S7P/1520WFF	KI 700 series file/file pedestal	$306.00	$306.00
1	S7P/1524WBBF	KI 700 series box/box/file pedestal	$391.50	$391.50
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
2	SLNAU	KI Strive chair with upholstered seat	$122.50	$245.00
1	TLT5.48	KI Universal Shelf task light, 48"	$44.00	$44.00
		Total		**$3,189.50**

Furniture Quote
Prepared By
West Office Interiors

Office 133				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	7D/D3072-74P-P	KI 700 series desk shell with partial modesty panel, 30" x 72"	$598.80	$598.50
1	7D/OSD72/S	KI 700 series overhead storage with doors, 72"	$569.00	$569.00
1	7D/R2460-74P-F	KI 700 series return, with full modesty, 24" x 60"	$493.50	$493.50
1	7D/TB7219	KI 700 series desk tackboard, 72"	$263.00	$263.00
1	S7P/1520WFF	KI 700 series file/file pedestal	$306.00	$306.00
1	S7P/1524WBBF	KI 700 series box/box/file pedestal	$391.50	$391.50
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
2	SLNAU	KI Strive chair with upholstered seat	$122.50	$245.00
1	TLT5.48	KI Universal Shelf task light, 48"	$44.00	$44.00
		Total		**$3,189.50**
Office 134				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	7D/D3072-74P-P	KI 700 series desk shell with partial modesty panel, 30" x 72"	$598.80	$598.50
1	7D/OSD72/S	KI 700 series overhead storage with doors, 72"	$569.00	$569.00
1	7D/R2460-74P-F	KI 700 series return, with full modesty, 24" x 60"	$493.50	$493.50
1	7D/TB7219	KI 700 series desk tackboard, 72"	$263.00	$263.00
1	S7P/1520WFF	KI 700 series file/file pedestal	$306.00	$306.00
1	S7P/1524WBBF	KI 700 series box/box/file pedestal	$391.50	$391.50
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
2	SLNAU	KI Strive chair with upholstered seat	$122.50	$245.00
1	TLT5.48	KI Universal Shelf task light, 48"	$44.00	$44.00
		Total		**$3,189.50**

Furniture Quote
Prepared By
West Office Interiors

Office 139				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	**$279.00**
Reception 115				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	KRR5424C.H	KI Aristotle pedestal return, 54" x 24"	$566.00	$566.00
1	KGDL7230B.H	KI Aristotle reception desk	$922.50	$922.50
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	$279.00
4	SOMC/NC	KI Soltice metal chair upholstered	$539.00	$2,156.00
2	2206/L-74P	KI Soltice Metal square table, 20" x 20"	$276.00	$552.00
		Total		**$4,475.50**
Room 138				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	IQ3672SSO-74P	KI Inquire rectangular table, 36" x 72"	$384.00	**$384.00**
SCBA Room 136				
Qty.	**Item #**	**Description**	**Sell Price**	**Total Price**
1	KIUV72/JR39	KI Avail task chair with adjustable T arms	$279.00	**$279.00**

Furniture Quote
Prepared By
West Office Interiors

	Quote Summary			
		Breakroom 131		$1,818.50
		Classroom 103		$9,507.48
		Classroom 105		$12,583.64
		Conference 116		$4,949.00
		Library 130		$668.50
		Office 118		$3,189.50
		Office 119		$3,189.50
		Office 120		$3,189.50
		Office 121		$3,189.50
		Office 122		$3,189.50
		Office 128		$524.00
		Office 132		$3,189.50
		Office 133		$3,189.50
		Office 134		$3,189.50
		Office 139		$279.00
		Reception 115		$4,475.50
		Room 138		$384.00
		SCBA Room 136		$279.00
		Labor		$3,360.00
		Total		**$64,344.62**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider authorizing the sale of the following Lake Nasworthy property to current residential lot lease holder for the appraised value (C Preas):
1. 1506 Loop Drive; Lot 53-B, Block 3, Section 1, Group Shady Point, Lake Nasworthy - $51,600
2. 6658 Knickerbocker Rd; Lot 109, Block 6, Section 1, Group Shady Point, Lake Nasworthy - $27,600

Summary/History:

If the sale is approved at the appraised value, a title examination will be performed and legal staff will prepare a Real Estate Contract of Sale, Special Warranty Deed and Surrender of Lease.

Financial Impact:

Upon approval, proceeds from the sale of residential lots will be placed in the Lake Nasworthy Trust Fund.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	1506 Loop Dr., Appraisal Summary	1506 Loop Dr. Appraisal Summary.pdf
2.	6658 Knickerbocker Rd, Appraisal Summary	6658 Knickerbocker Appraisal Summary.pdf

Presentation:

NA

Approvals/Reviews:

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

APPRAISAL OF REAL PROPERTY

LOCATED AT

1506 Loop Drive
San Angelo, Tx 76904
Lot 53-B, Block 3, Section 1, Group Shady Point, Lake Nasworthy Addtion

FOR

City of San Angelo
72 W. College Ave
San Angelo, TX 76903

AS OF

12/15/2016

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 208
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

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01/06/2017

City of San Angelo
Real Estate Division
72 W. College Ave
San Angelo, TX 76903

Re: Property: 1506 Loop Drive
San Angelo, Tx 76904
Borrower: Robert Danbert & Todd Guffey
File No.: R16-0460

Opinion of Value: $ 51,600
Effective Date: 12/15/2016

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership (surface only).

This report is based on a physical analysis of the site only, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Respectfully Submitted,

Crystal N. Bancroft
Appraiser Trainee
License or Certification #: 1340109
State: TX Expires: 05/31/2018
niki@halfmannrealty.com

Kevin J. Halfmann
License or Certification #: 1320469-G
State: TX Expires: 04/30/2017
(325)655-1278
kevin@halfmannrealty.com

APPRAISAL OF REAL PROPERTY

LOCATED AT

6658 Knickerbocker Rd
San Angelo, TX 76904
Lot 109, Block 6, Section 1, Group Shady Point, Lake Nasworthy Addtion

FOR

City of San Angelo
72 W. College Ave
San Angelo, TX 76903

AS OF

12/15/2016

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 208
San Angelo, TX 76903-6462
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(325) 655-1278
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01/06/2017

City of San Angelo
Real Estate Division
72 W. College Ave
San Angelo, TX 76903

Re: Property: 6658 Knickerbocker Rd
San Angelo, TX 76904
Borrower: Mary Yu & Rose Gomeztrejo
File No.: R16-0430

Opinion of Value: $ 27,600
Effective Date: 12/15/2016

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership (surface only).

This report is based on a physical analysis of the site only, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Respectfully Submitted,

Crystal N. Bancroft
Appraiser Trainee
License or Certification #: 1340109
State: TX Expires: 05/31/2018
niki@halfmannrealty.com

Kevin J. Halfmann
License or Certification #: 1320469-G
State: TX Expires: 04/30/2017
(325)655-1278
kevin@halfmannrealty.com

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Roland Pena, Economic Development Director, Economic Development, 325.653.7197

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider a Resolution authorizing and directing distribution of settlement proceeds derived from litigation Cause No. B150116C with Martifer--Hirschfeld Energy Systems, LLC, ET AL. (R.Pena)

Summary/History:

Financial Impact:

$1.4 M distribution in proportionate to the shares of incentives provided by and between COSADC and City of San Angelo

Other Information/Recommendation:

Attachments:

1.	15-155_COSADC_CITY_M-H_SETTLE_FUNDS_DISTRIBUTION_RESO	15-155_COSADC_CITY_M-H_SETTLE_FUNDS_DISTRIBUTION_RESO.pdf

Presentation:

Approvals/Reviews:

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

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING AND DIRECTING DISTRIBUTION OF SETTLEMENT PROCEEDS DERIVED FROM LITIGATION ENTITLED "CITY OF SAN ANGELO, TEXAS and CITY OF SAN ANGELO DEVELOPMENT CORPORATION V. MARTIFER--HIRSCHFELD ENERGY SYSTEMS, LLC, ET AL", IN THE 119TH DISTRICT COURT, TOM GREEN COUNTY, TEXAS, CAUSE NO. B150116C.

WHEREAS, the City of San Angelo (City) and the City of San Angelo Development Corporation (COSADC) (jointly "Petitioners") filed a petition in the 119th District Court, Tom Green County, Texas, seeking judgment against Martifer-Hirschfeld Energy Systems, LLC, Et. Al. (Defendants), for reimbursement of incentive payments made and credits given to Defendants for economic development purposes (Litigation); and,

WHEREAS, the Litigation settled on terms accepted by both the City Council and the COSADC Board of Directors; which settlement terms include that a cash payment be made by Defendants to Petitioners in the sum of One Million Four Hundred Thousand and No/100 Dollars ($1,400,000.)(Settlement Funds); and,

WHEREAS, City and COSADC require distribution of Settlement Funds collected that is proportionate to the shares of incentive provided by and between the parties to be consistent with the mutual interests of the Petitioners in filing the cause of action; and,

WHEREAS, necessary costs and reasonable attorney's fees have been incurred by the Parties that have resulted in the collection of the Settlement Funds, which costs and attorney's fees are to be paid in equal shares between City and COSADC;

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

The City Manager or his designees are hereby authorized and directed to execute such directives and other legal documents as may be necessary or convenient to secure distribution of the settlement proceeds totaling One Million Four Hundred Thousand Dollars ($1,400,000.) proportionately to the shares of incentives provided by between the City and COSADC consistent with the mutual interests of the Petitioners in filing the cause of action, each share net of one half of the costs and reasonable attorney's fees necessarily incurred to secure Settlement Funds.

PASSED and APPROVED THIS _____ DAY OF _____, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Dwain Morrison, Mayor

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

Daniel Valenzuela, City Manager

APPROVED AS TO FORM

Theresa James City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Ron Lewis, Facilities Maintenance Manager, Facilities Maintenance, 325-657-4472

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider approving an amendment to extend an elevator maintenance and service Agreement between the City of San Angelo and ThyssenKrupp Elevator Corporation for one year for City Hall and the Community Development Building (R.Lewis)

Summary/History:

Financial Impact:

$9,000 annual fee ($4,500 per building) - same as existing rate

Other Information/Recommendation:

Attachments:

1.	ThyssenKrupp Contract	ThyssenKrupp Signed Contract.pdf
2.	First Amendment	17-144 Agreement THYSSENKRUPP extension 1 Final.docx

Presentation:

Approvals/Reviews:

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 1st day of January, 2014 (but effective as of the 1st day of January, 2014) by and between the City of San Angelo, a municipal corporation of the State of Texas ("City") and ThyssenKrupp Elevator Corporation, a foreign corporation qualified to do business in Texas ("Provider").

RECITAL

A. City has issued a Request for Bids No. CFM-04-13 ("RFB No. CFM-04-13") for the provision of elevator maintenance services ("Services") and Provider's bid ("Bid"), in response thereto, has been selected as the most qualified bid for the provision of the Services. The RFB and the Bid are sometimes referred to herein, collectively, as the Solicitation Documents, and are by this reference incorporated into and made a part of this Agreement.

B. Provider's proposal, in response thereto, has been selected as the most qualified proposal for the provision of Services.

C. Provider possesses all necessary qualifications and expertise to perform Services.

D. City wishes to engage the services of Provider, and Provider wishes to perform Services for City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. City's RFB No. CFM-04-13 and Bid are hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A" entitled Solicitation Documents.

2. **TERM:** The term of this Agreement shall be three (3) years commencing on the effective date hereof ("Term").

3. **OPTION TO EXTEND:** City shall have two (2) options to extend the term hereof for a time period of one (1) year each, subject to availability and appropriation of funds. Agreement shall not be amended, changed or extended except by written instrument signed by both parties hereto.

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services, as specifically described, and under the special terms and conditions set forth in Exhibit "B" entitled Scope of Services hereto, which by this reference is incorporated into and made a part of this Agreement.

B. This Agreement shall solely encompass Services during Term, as specifically described, and under the special terms and conditions set forth in Exhibit "B" entitled Scope of Services hereto.

C. Provider agrees and understands that any additional time period beyond Term, is not covered by this Agreement, and shall not be performed without an extension or amendment of this Agreement being authorized and approved by City Council.

D. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent

in the payment of any sums due City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Exhibit "B."

5. COMPENSATION:

A. The amount of compensation payable by City to Provider for Services referenced in Exhibit "B" shall be based on the fees, rates and schedules described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement; provided, however, in no event shall the total compensation for Services during Term exceed Twenty Seven Thousand Dollars ($27,000.00).

B. Absent an amendment or extension of this Agreement, compensation for any work for additional time periods beyond Term identified in Exhibit "B" are not included in this compensation and shall only be provided upon a written amendment entered into by City and Provider and approved by City Council.

C. Payment shall be made in arrears based upon work performed to the satisfaction of City within thirty (30) calendar days after receipt of Provider's invoice for Services performed, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures should City require one to be performed. Invoices shall be sufficient detailed so as to comply with Texas Government Code, Chapter 2251 and other applicable laws. No advance payments shall be made at any time.

6. OWNERSHIP OF DOCUMENTS:

Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

7. AUDIT AND INSPECTION RIGHTS:

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

B. City may, at reasonable times during the term hereof, inspect Provider's work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in Exhibit "B", if applicable. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

8. AWARD OF AGREEMENT:

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

9. PUBLIC RECORDS:

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

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

11. INDEMNIFICATION:

Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the

performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the failure of provider to comply with any of the paragraphs herein or the failure of provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct.

Provider's responsibility for indemnity, defend and hold harmless is limited to Provider's acts, actions, omissions and neglects and in no way to include the acts, actions, omissions or neglects of a party indemnified hereunder. Provider shall not be liable for special and consequential damages.

12. DEFAULT:

If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other

compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of the Services, including consequential and incidental damages.

13. RESOLUTION OF CONTRACT DISPUTES:

Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds $25,000.00, the City Manager's decision shall be approved or disapproved by City Council. Provider shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, approved by City Council if the amount of compensation hereunder exceeds $25,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (ninety (90) days if the City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

14. CITY'S TERMINATION RIGHTS:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective

date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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

15. INSURANCE:

Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit "D" attached hereto, which by this reference is incorporated into this Agreement, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insured ("Additional Insured"), except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

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

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in Exhibit "D" hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

Additional Insured shall be defended and indemnified for claims arising from Provider's acts, actions, omissions or neglects; but is not defended or indemnified for its own acts, actions, omissions or neglects.

16. NONDISCRIMINATION:

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

17. ASSIGNMENT:

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

18. NOTICES:

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

TO CITY:

City of San Angelo
Attn: Ron Lewis
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 481-2730

TO PROVIDER:

ThyssenKrupp Elevator Corporation
Attn: Zach Rogers, Sales Representative
906 S. Big Spring
Midland, Texas 79701
Phone: (432) 683-1488

19. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas.

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

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

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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

20. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

21. INDEPENDENT CONTRACTOR:

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

22. CONTINGENCY CLAUSE:

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

23. REAFFIRMATION OF REPRESENTATIONS:

Provider hereby reaffirms all of the representations contained in this Agreement and included in Exhibit "B".

24. DOCUMENTS OF INCORPORATION:

This Agreement is expressly made subject to all exhibits hereto, to all of the exhibits, provisions, requirements, federal, state and local laws, rules and regulations as of the effective date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

25. ENTIRE AGREEMENT:

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

26. COUNTERPARTS:

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

[Signature Page to Follow]

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

"City"
CITY OF SAN ANGELO,
a municipal corporation

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Alicia Ramirez, City Clerk

"Provider"
ThyssenKrupp Elevator Corporation,
a foreign corporation

By: _____
Print Name: David Heath
Title: Branch Manager

ATTEST:
_____, Secretary

EXHIBIT "A"

SOLICITATION DOCUMENTS

EXHIBIT "B"

SCOPE OF SERVICES

Provider shall perform the following services:

1. SPECIFICATIONS AND REQUIREMENTS:

1.1 Description of Scope of Work.

Work to be performed by Provider under this Agreement shall consist of furnishing all labor, materials, tools and equipment for the complete maintenance and maintenance repairs of all City elevators described in Exhibit B-1, and as required for the continuous and efficient operation of elevators in accordance within the terms of this Scope of Services.

1.2 Scope of Services.

1.2.1 Scheduled Maintenance

Provider shall systematically maintain elevators listed in Exhibit B-1 in accordance with the minimum designated frequencies.

1.2.2 For the purpose of this Agreement .the following are Routine Service definitions.

1.2.2.1 Monthly shall mean once every thirty (30) days.

1.2.3 The maintenance shall include.

1.2.3.1 Cleaning

Complete and continued cleaning of all parts of elevator equipment and all areas in which the equipment is operating such as; the machine room, hoist way pits, cars, separator beams, guide rails, and drip pans.

1.2.3.2 Adjustments

All components such as brakes, cables, drive equipment, safety devices, and doors shall be adjusted within the manufacturer's recommended specification limits. All fluids shall be maintained at the proper levels.

1.2.3.3 Lubrication

All moving parts shall be lubricated with the appropriate quantities of manufacturer's recommended lubricant, and per the manufacturer's recommended frequency.

1.2.4 Additional Maintenance

Any additional maintenance not specifically mentioned in this Scope of Services, but required for proper functioning of elevators shall be performed.

1.3 General

When components are worn beyond a safe level of dependable service as determined by the Provider and per the approval of the City Facilities Manager, Provider shall repair or replace the defective components listed below.

1.3.1 All components replaced by Provider shall be inspected by the City prior to being removed from the work site.

1.4 Electric Elevators

1.4.1 Machine drive sheave or drum drive, sheave or drum shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, drum buffers, and stop motion switches.

1.4.2 Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holder and bearings.

1.4.3 Controller, selector, and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contact, leads dashpots, timing devices, computer devices, steel selector tape and mechanical and electrical drive equipment.

1.4.4 Governor, governor sheave and shaft assembly, bearings, contacts, and governor laws.

1.4.5 Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly; compensating sheave assembly, counterweight and counter-weight guide shoes, including rollers or gibs and re-babbiting counter-weights.

1.4.6 Hoist way door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices.

1.4.7 Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, elevator car, elevator car guide shoes, gibs or rollers, signal and operating fixtures, including lights, buzzers and gongs in all signal and operating fixtures.

1.4.8 All wire ropes to equalize the tension on all hoisting ropes.

1.4.9 Conductor cables and hoist way and machine room elevator wiring.

1.4.10 Re-shackle cables, hoist way and machine room elevator wiring.

1.4.11 Shorten re-shackle hoist or compensating cables.

1.4.12 For freight elevators with vertical lifting or collapsible car gates and/or bi-parting, vertical lifting doors or hoist way gates;

1.4.12.1 Contact, pulleys, cables and locks.

1.4.12.2 Interlocks and retiring cams, door astragals and door guides.

1.5 Hydraulic Elevators

1.5.1 Pumping plant, valves, piping, fittings, cylinder, packing, plunger tank, heaters, mufflers, remote pipe, if exposed.

1.5.2 Materials covered by section 1.4, items 1.4.1, 1.4.2, 1.4.3 and 1.4.4.

1.6 Additional Services

1.6.1 Additional services will include services which are supplemental to those listed above in sections 1.2, 1.3, 1.4, and 1.5.

1.6.2 ThyssenKrupp Communications

1.6.2.1 Through its centralized ThyssenKrupp Communications call center, Provider will provide 7 days per week 24 hours per day, 365 days per year dispatching services for calls placed by City after normal business working days and hours to the local ThyssenKrupp elevator branch office and telephone monitoring on all elevators maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, Provider's operators can call one or more of the following: City's Designated Contacts set forth in Section 2 of Exhibit B-2; Local Emergency Services at phone

numbers provided by City in Section 3 of Exhibit B-2; and/or a local ThyssenKrupp service technician to be dispatched to the location of the equipment.

2. EXCLUSIONS FROM SCHEDULED MAINTENANCE SERVICES

Scheduled Maintenance Services do not include the maintenance, repair, or replacement of the following:

2.1 Elevator car enclosures, hoistway enclosures, hoistway door panels, frames and sills, and fluorescent lighting.

2.2 Hydraulic elevator buried cylinders and piping.

2.3 Damage caused by acts of God or obvious abuse such as "Vandalism".

2.4 Obsolete parts/components which are no longer available. Provider shall make every reasonable effort to repair or replace the obsolete part/component.

2.5 Telephone or other communication equipment.

3. PERFORMANCE OF PROVIDER

3.1 General

3.1.1 All work shall be performed in a timely, neat, and orderly manner by skilled and certified/competent elevator workers. City may refuse to accept work or workers who do not meet these standards. Provider shall be responsible for any damage caused by its operations and shall repair or replace as direct by the City, said damage within a reasonable time.

3.2 Down Time

3.2.1 If an elevator is inoperative for more than fifteen (15) minutes, Provider shall post at each entrance a neat and clearly legible sign indicating that the equipment is inoperable with an "estimated time" that the elevator will be returned to service.

All scheduled down time shall be presented to the City for approval a minimum of forty-eight (48) hours prior to shutdown.

3.2.2 Unscheduled down time shall be minimized. Provider shall make every effort to bring elevators on-line as quickly as possible. The City estimates that the most severe elevator malfunction will be two (2) days of down time. Outages for routine failures shall be rectified on the same business day as reported by the City.

3.2.3 Immediately upon returning an elevator to service, the technician shall contact the appropriate City personnel (i.e. facilities manager) to inform them that the unit is back in service.

3.3 Callbacks

3.3.1 Provider shall provide prompt service in the event of improper functioning of elevators twenty-four (24) hours per day, seven (7) days per week. This service shall be performed at "NO CHARGE" to the City.

3.3.2 In the event of an emergency call where actual or imminent physical or psychological damage to the user of the elevator, Provider shall respond within twenty (20) minutes of placement of the call by the City.

3.3.4 In the event of non-emergency calls, Provider shall provide service within one and one half (1 ½) hours of placement of the call by the City. Upon approval by the Facilities Manager, additional time may be allowed.

3.3.5 Call backs for which the elevator is running upon arrival of the Provider, and for which the Provider is unable to determine a cause of failure shall be at no charge to the City.

3.4 Hours of Work

3.4.1 City shall not prohibit Provider from performing work herein during a normal workday. If Provider elects to work overtime hours, no additional compensation will be paid by City. For the purpose of this provision a "normal work day" is defined as Monday through Friday, 8:00am to 5:00pm.

4. RECORDS

4.1 General

4.1.1 Provider shall submit for approval by City a proposed work schedule and log within ten (10) days after award of the Agreement.

4.1.2 Provider shall provide a service schedule to City on the first day of each month for that month. City shall approve the schedule within forty-eight (48) hours. All work scheduled during the month shall be performed during the times scheduled and not at call back times.

4.2 Schedule

The work schedule shall be designed for each type of equipment to be serviced, such as gearless elevators, geared elevators, hydraulic elevators and shall conform to the

manufacturer's recommended practice for the specific equipment concerned. The schedule shall show the type and frequency of service and lubrication proposed by the Provider for the duration of the Agreement.

4.2.1 All inspections, lubrication, adjustments, tests, cleaning, routine repairs and other preventive maintenance activities shall be performed in accordance with the schedule.

4.2.2 After approval of the schedule by the City, Provider shall keep the work schedule on display in each equipment room and .perform regular maintenance service in accordance therewith. The posted schedule shall be of the chart type which shall be initialed by the Provider when each scheduled inspection is performed.

4.3 Log

4.3.1 Provider shall also maintain and submit to the City complete and accurate monthly logs of all work performed in addition to routine inspection at each location. The logs shall include emergency callback service describing the nature of all complaints and resolutions. Provider shall on each call (scheduled or emergency, and for each location designated by the department), sign-in including date, time-in, time-out, and the ID numbers of the equipment serviced. This requirement shall be strictly enforced unless Provider receives written exemption from the Maintenance Supervisor.

4.3.2 Provider shall also submit copies of work tags with monthly invoices. Work tag shall include date, facility, time-in, time-out, and ID numbers of equipment serviced.

4.4 Wiring and Construction Drawings

4.4.1 All changes in circuitry made by Provider shall be properly recorded on a "Wiring and Construction Drawing" supplied to the City, including date of change and the name of person making changes.

5. STOCK OF MATERIALS

5.1 On-Site Stock

5.1.1 Provider shall maintain in each City approved machine room an adequate. supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses, and other parts which are required for prompt replacement, together with an adequate supply of lubricants and wiping rags.

5.2 Off-Site Stock

5.2.1 In addition, Provider shall maintain in an approved City facility or in a facility owned or leased by Provider within 150 miles of San Angelo the following items.

5.2.1.1 One (1) set of motor brushes and holders for each type of motor and generator.

5.2.1.2 One (1) door operator motor of each elevator type used.

5.2.1.3 Hanger sheaves for car and host way doors.

5.2.1.4 Two (2) complete door interlocks.

5.2.1.5 One (1) set of generator bearings for each type of generator.

5.2.1.6 One (1) set of brake linings for each type of elevator brake.

5.2.1.7 Parts for door protective devices.

5.2.1.8 All other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.

5.2.2 City reserves the right to inspect Provider's inventory if City deems such inspection is necessary

6. ELEVATOR PERFORMANCE

6.1 Testing

6.1.1 Within thirty (30) day intervals Provider shall test for the proper operation of all safety features of elevators listed in Exhibit B-1, including Fire Department service .and other special controls.

6.1.2 Annually Provider shall perform the following:

6.1.2.1 Examine all safety devices and governors.

6.1.2.2 Electrically test the car balance.

6.1.2.3 Test elevator speed.

6.1.3 Perform a load test of the safety mechanisms, overhead speed governors and counter weight buffers.

6.1.3.1 The testing of safeties on all traction elevators shall be in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the State of

Texas, the City of San Angelo or another local governing authority in which the equipment is located has adopted different requirements, Provider will test City's equipment in accordance with those periodic testing requirements in effect at the time this Agreement is executed. City will pay for any costs of the inspector and/or inspection fees.

6.2 Quality Standards

The Provider, and not the City, is responsible for management and quality control to meet the terms of the Agreement. The role of the City is quality assurance to ensure contract standards are achieved. The following are the performance objectives of this Agreement.

6.2.1 Maintenance Performance Objective.

6.2.1.1 The Provider will maintain elevators so that in any given week, all elevators are operational at all times.

6.2.2 Service Call Repair Performance Objective:

6.2.2.1 The Provider shall respond to 95% of all calls for repairs in a timely manner, as set forth in section 3.3.

6.2.3 The Provider shall maintain and make available to the City within 24 hours or request, the following information:

6.2.3.1 Date and time of service call.

6.2.3.2 Time of arrival on site.

6.2.3.3 Corrective action taken.

6.2.3.4 Date and time unit is returned to service.

6.2.3.5 Any future action required to insure continued reliability of unit.

6.2.4 Provider agrees that in the event that its failure to complete repairs prior to a State of Texas inspection that results in any charges incurred by City for preliminary order re-inspections, then Provider shall be obligated to pay such charges and City shall in its sole discretion have the right to deduct such charges from amounts otherwise owing to Provider.

EXHIBIT "B-1"

SCHEDULE OF PERFORMANCE

CITY ID	BUILDING LOCATION	DAYS & HOURS IN USE	EQUIPMENT TYPE & USE	MAKE	ELEV. NO.	FREQUENCY OF ROUTINE SERVICE	FLOORS SERVICED	MONTHLY COST
1	City Hall 72 W. College	Monday – Friday 7:00am – 9:00pm	Passenger – Electric Rope-sprocket	Thyssen	BAU 098	Monthly	5	$375.00
2	Community Development 52 W. College	Monday – Friday 7:00am – 9:00pm	Passenger Hydraulic	Thyssen	EAR 533	Monthly	3	$375.00

EXHIBIT "B-2"

CITY CONTACT INFORMATION

Section 1. Elevator Detail

Elevator 1
City Hall
(325) 486-3790

Elevator 2
Community Development
(325) 486-3793

Section 2. City's Designated Contacts

John Rangel, Maintenance Supervisor
(325) 657-4236 or (325) 212-1079

Ron Lewis, CFM Manager
(325) 481-2773 or (325) 234-8609

Floyd Bias, Maintenance Worker
(325) 656-3324

Section 3. Local Emergency Services Contact Information

Phone number for Local Police Department: (325) 657-4315
Phone number for Local Fire Department: (325) 657-4355

Section 4. City's Special Instructions

Police Department number is for non-emergency dispatch.
Fire Department number is for the Fire Department administration.
For emergencies call 911.

EXHIBIT "C"

COMPENSATION

Provider shall provide Services under this Agreement as specified in Exhibit "B" of this Agreement for a sum not to exceed Twenty Seven Thousand Dollars ($27,000.00). Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 MONTHY SERVICE COST

CITY ID	BUILDING LOCATION	MAKE	ELEV. NO.	MONTHLY SERVICE COST
1	City Hall 72 W. College	Thyssen	BAU 098	$375.00
2	Community Development 52 W. College	Thyssen	EAR 533	$375.00
	Total Monthly Rate:			$750.00

EXHIBIT "D"

SPECIAL INSURANCE RIDER

TYPES AND AMOUNTS OF INSURANCE REQUIRED.

Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.0. COMMERCIAL GENERAL LIABILITY.

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

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

2.0. BUSINESS AUTOMOBILE LIABILITY.

This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and

off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

$ 500,000.00	**Combined Single Limit per Claim**

3.0 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

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

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

The foregoing requirement will not be applicable if, and so long as, Provider qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

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

Additional Insured shall be defended and indemnified for claims arising from Provider's acts, actions, omissions or neglects; but is not defended or indemnified for its own acts, actions, omissions or neglects.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN ANGELO, TEXAS
AND THYSSENKRUPP ELEVATOR CORP.

APPROVED AS TO FORM AND CORRECTNESS:

Lysia H. Bowling, City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

John Seaton, Risk Manager

APPROVED AS TO CONTENT:

Ron Lewis, Construction & Facilities Manager

APRROVED AS TO CONTENT:

John Rangel, Maintenance Supervisor

AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT
RFB No. CFM-04-13

RECITALS:

WHEREAS, the City of San Angelo City Council authorized the City of San Angelo ("City") and ThyssenKrupp Elevator Corporation. ("Provider") to enter into a Professional Services Agreement (the "Agreement") for maintenance and repair of City elevators effective January 1, 2014 pursuant to RFB No. CFM-04-13; and

WHEREAS, under the Agreement the parties may upon approval of City Council extend the original three year term for up to two additional one year terms: and

WHEREAS, the City desires to amend the Agreement to extend the term for an additional year beginning January 1, 2017 through December 31, 2017.

NOW, THEREFORE, the parties agree as follows:

PART 1: That the Agreement is hereby amended to extend the Agreement for an additional one year term beginning January 1, 2017 through December 31, 2017.

PART 2: All other terms and conditions of the Agreement shall remain in full force and effect unless amended and changed by further amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Professional Services Agreement with ThyssenKrupp Elevator Corporation to be executed by their respective duly authorized officials.

CITY OF SAN ANGELO

_____
Daniel Valenzuela, City Manager

Date: _____

THYSSENKRUPP ELEVATOR CORPORATION

_____
Kumar Velloo, Branch Manager

Date: _____

ATTEST

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____
Ron Lewis, Construction and Facilities Maintenance Manager

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider an inter-local agreement with Howard College to allow EMS students to do clinical ride-outs with San Angelo Fire Department. The students taking EMS classes at Howard would be allowed to ride on the ambulances to get clinical time to complete their certification (B. Dunn)

Summary/History:

Financial Impact:

N/A

Other Information/Recommendation:

Staff Recommends Approval

Attachments:

1. Howard College MOU 16-716 Howard College MOU (11-7-16).docx

Presentation:

Approvals/Reviews:

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

INTERLOCAL AGREEMENT

BETWEEN

CITY OF SAN ANGELO
AND
HOWARD COUNTY JUNIOR COLLEGE DISTRICT

This Interlocal Agreement (Agreement), is made and entered into this ____ day of _____ 2016, between the City of San Angelo, Texas, a home rule municipal corporation (City), and the Howard County Junior College District (Howard), pursuant to Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act (the "Act"). San Angelo and Howard are sometimes collectively referred to herein as the "Parties".

WHEREAS, Howard has requested use of City owned training facilities and equipment through the San Angelo Fire Department (SAFD); and

WHEREAS, equipment use includes utilization of City owned emergency response vehicles such as ambulances; and

WHEREAS, use of training facilities and equipment is necessary for student completion of clinical hours for EMT, Advanced EMT, and Paramedic programs offered by Howard; and

WHEREAS, City, through SAFD, is willing and able to provide use of its facilities and equipment to Howard.

NOW, THEREFORE, the Parties agree as follows:

1. <u>RESPONSIBILITIES OF SAFD:</u>

A. SAFD shall provide use of its facilities and equipment to Howard to the extent necessary for student completion of required clinical hours. Scheduling Howard's use of City facilities and equipment shall be at the sole discretion of SAFD.

B. SAFD personnel shall supervise all use of City owned facilities and equipment. Any involvement or assistance by Howard instructors or personnel shall be at the sole discretion of SAFD.

2. <u>RESPONSIBILITIES OF HOWARD</u>:

A. Howard agrees that all students and personnel shall abide by all SAFD policies, procedures, and directives while utilizing City facilities and equipment.

B. Howard agrees to reimburse SAFD for all costs incurred in its use of City owned training facilities and equipment, including but not limited to, any property damages resulting from Howard's use of the same. The Parties acknowledge that the majority of Howard's use will

occur simultaneously with SAFD's regular use of its own facilities and equipment. As such, Howard shall only be responsible for costs incurred to SAFD to the extent those costs stem solely from Howard's use. Any reimbursement required under this Agreement shall be made within thirty (30) days of SAFD submitting a written statement of costs incurred to Howard.

C. Howard shall notify SAFD each time a course is scheduled which will require the use of facilities or equipment. Furthermore, in-department training schedules will be submitted to SAFD's Emergency Medical Services Training Coordinator prior to scheduled ambulance rotations.

3. GENERAL TERMS:

A. LIABILITY: Per Section 791.006(a) of the Act, Howard is the governmental unit that would be responsible for furnishing the services in the absence of this Agreement; therefore, Howard is responsible for any civil liability that arises from the furnishing of the services.

B. This Agreement will become effective upon approval by the governing bodies and execution by all parties hereto. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of services for the purpose stated herein.

C. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

D. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

E. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

F. TERM: This Agreement shall be valid for one calendar year from the date of execution by both Parties. This Agreement shall automatically be renewed from year to year without further action required on the part of either Party, hereto.

G. TERMINATION: This Agreement shall commence upon the date of execution. Each Party has the right to terminate its participation in this Agreement upon sixty (60) days written notice to the other Party. The Parties to this Agreement understand and agree that it is in either Party's sole discretion to cancel this Agreement during the term of this Agreement without penalty to either Party. The Parties have no expectation and have received no guarantees that this Agreement will not be terminated. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of this Agreement.

H. SEVERABILITY: In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be

construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

I. DEFENSES: This Agreement is made pursuant to Chapter 791, Texas Government Code. It is agreed that, in the execution of this Agreement, neither Party waives any immunity or defense that would otherwise be available to it against third parties, or against claims arising from the exercise of governmental powers and function. This Agreement shall not be construed as a waiver regarding the issues of governmental immunity, sovereign immunity or qualified immunity.

J. THIRD PARTY CLAIMS: Third party claims against the Parties shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas and of the United States.

K. ASSIGNMENT: The Parties hereto shall not assign this agreement, in whole or in part, any such assignment being void.

L. THIRD-PARTY BENEFICIARIES: This Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

M. NOTICE: All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to City:

City of San Angelo Fire Department
Attn: Fire Chief
306 West 1st Street
San Angelo, Texas 76903

If to Howard:

Howard College, EMS Program
Attn: Debra Sartain
3501 N. US Hwy. 67
San Angelo, Texas 76905
St. John's Campus, Room 1008

The Parties have caused this Agreement to be executed by their duly authorized representatives on this ____ day of _____, 2016

CITY OF SAN ANGELO, TEXAS

_____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

HOWARD COUNTY JUNIOR
COLLEGE DISTRICT

_____
Dr. Cheryl T. Sparks, President

For the City of San Angelo, Texas:

Approved as to Content:

_____
Brian Dunn, Fire Chief

Approved as to Form

_____
Brandon Dyson, Assistant City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider a resolution abandoning, vacating, and releasing a 20-foot wide access and utility easement totaling 3,966 square feet located in the Shahan Subdivision, Section 1A, generally located approximately 570 feet southwest of the intersection of Sherwood Way and Clare Drive, on 0.091 acres (J. James)

Summary/History:

The applicants require this Easement Release in order to facilitate expansion of the existing Athletes World facility on the property.

On April 3, 2001, a previous Replat "Section 1A, Shahan Subdivision" was approved by City Council. This Replat included the subject Athletes World property (Lots 1 and 2), the adjacent Mitchell GMC Buick car dealership property to the west and south (Lot 3), and the adjacent City-owned 40-foot wide drainage easement property to the east (Lot 4). This Replat was filed for recordation with the Tom Green County Clerk on July 26, 2001. The Replat incorporated the subject 20-foot access and utility easement on Lot 1 which runs in a north-south direction immediately west of the Athletes World building. The intent of the easement was to provide vehicular access for Lot 2 which uses the driveway on Lot 1 as sole access to Sherwood Way, as well as to allow Lots 2 and 3 to connect to the water main along Sherwood Way.

On September 26, 2016, the applicants submitted this request for an Easement Release of the said easement. The Planning Division circulated the application to all relevant City departments and private utility companies. Engineering Services confirmed there are no City utilities in the easement nor any access limitations caused by releasing the easement. Atmos Energy also confirmed they had no facilities in this easement. There were no objections received from any other utility company, department, or agency in releasing this easement.

As part of the approval, the applicants will be responsible for ensuring that any future building expansions do not encroach into the 15-foot utility and sewer easement along the west property line and that should an expansion be located within the former access easement, a new driveway access shall be built and fully paved to City standards ensuring adequate and safe access to the rear parking lot.

City Council is the final approval authority for an Easement Release and this application shall require both a Planning Commission recommendation and City Council approval by way of a Resolution before a replat can be approved and recorded, prior to any future construction.

Financial Impact:

N/A

Other Information/Recommendation:

On November 21, 2016, the Planning Commission recommended APPROVAL of the proposed Easement Release.

Commissioner Crisp made a Motion to Approve the Easement Release, subject to the four conditions outlined in the Staff Report. Commissioner Spano seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

1.	Staff Report	PL_Easement Release (Shahan S-D 1A) Report.docx
2.	Easement Release	PL_Shahan S-D 1A_Easement Release - FINAL.docx
3.	Draft Resolution	PL_Shahan S-D 1A_Easement Resolution - FINAL.docx

Presentation:

Jon James

Approvals/Reviews:

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

STAFF REPORT

City Council Meeting: January 17, 2017

To: City Council

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

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

Request: A request for an Easement Release of a 20-foot access and utility easement totaling 3,966 square feet in the Shahan Subdivision, Section 1A

Location: 3949 Sherwood Way (Athletes World); generally located approximately 570 feet southwest of the intersection of Sherwood Way and Clare Drive

Legal Description: Being all of the 20-foot wide access and utility easement, totaling 3,966 square feet in the Shahan Subdivision, Section 1A.

Size: 0.091 acres (3,966 square feet)

General Information

Future Land Use: Commercial

Zoning: General Commercial (CG)

Existing Land Use: Access and Utility Easement, serves as an access to Athletes World rear parking lot

Surrounding Zoning/Land Use:

North:	Neighborhood Commercial (CN)	Concho Square retail plaza, Three Rivers Paint & Supply
West:	Office Commercial (CO)	Mitchell GMC Buick
South:	General Commercial (CG)	Parking area for Mitchell GMC Buick
East:	Planned Development (PD03-02)	Affordable Self-Storage

District: SMD#6 – Charlotte Farmer

Neighborhood: ASU – College Hills Neighborhood

Thoroughfares/Streets: This portion of Sherwood Way is owned by TXDOT and has a paving width of 64 feet and a right-of-way of 100 feet. Because it is not a City-owned and maintained road, no specifications are listed in the Master Thoroughfare Plan (MTP).

Background:

The applicants require this Easement Release in order to facilitate expansion of the existing Athletes World facility on the property.

On April 3, 2001, a previous Replat "Section 1A, Shahan Subdivision" was approved by City Council. This Replat included the subject Athletes World property (Lots 1 and 2), the adjacent Mitchell GMC Buick car dealership property to the west and south (Lot 3), and the adjacent City-owned 40-foot wide drainage easement property to the east (Lot 4). This Replat was filed for recordation with the Tom Green County Clerk on July 26, 2001. The Replat incorporated the subject 20-foot access and utility easement on Lot 1 which runs in a north-south direction immediately west of the Athletes World building. The intent of the easement was to provide vehicular access for Lot 2 which uses the driveway on Lot 1 as sole access to Sherwood Way, as well as to allow Lots 2 and 3 to connect to the water main along Sherwood Way.

On September 26, 2016, the applicants submitted this request for an Easement Release of the said easement. The Planning Division circulated the application to all relevant City departments and private utility companies. Engineering Services confirmed there are no City utilities in the easement nor any access limitations caused by releasing the easement. Atmos Energy also confirmed they had no facilities in this easement. There were no objections received from any other utility company, department, or agency in releasing this easement.

As part of the approval, the applicants will be responsible for ensuring that any future building expansions do not encroach into the 15-foot utility and sewer easement along the west property line and that should an expansion be located within the former access easement, a new driveway access shall be built and fully paved to City standards ensuring adequate and safe access to the rear parking lot.

City Council is the final approval authority for an Easement Release and this application shall require both a Planning Commission recommendation and City Council approval by way of a Resolution before a Replat can be approved and recorded, prior to any future construction.

Notification:

No public notification is required. The applicants (property owners) were mailed and emailed a notice of the hearings for both the Planning Commission and City Council meetings.

Planning Commission Recommendation:

On November 21, 2016, the Planning Commission recommended **APPROVAL** of the applicants' request for an Easement Release of a 20-foot access and utility easement totaling 3,966 square feet in the Shahan Subdivision, Section 1A, on the subject property at 3949 Sherwood Way (Athletes World). The following is the complete excerpt of the Minutes from the November 21, 2016, meeting for this case:

Jeff Fisher, Planner, outlined the proposed request to release a 20-foot wide access and utility easement which runs north-south through the middle of the property. Mr. Fisher explained that the applicants own the property which comprises of two platted lots, and are seeking to expand their existing Athletes World building from Lot 1 onto Lot 2. He further explained that the easement is no longer required because the applicant owns both lots and plans to replat into one lot. Mr. Fisher indicated that no public or private utility providers had any concerns with the easement release and there are no utility lines in the said easement. He outlined Staff's recommendation for approval based on this, and that there will be sufficient area along the west portion of the property for a future parking area and drive aisle if needed.

Louisa Paugh indicated that she was one of the applicants. She expressed her desire to release the easement in order to allow an expansion on the property for Athletes World.

There was no further public comment.

Commissioner Crisp made a Motion to APPROVE the Easement Release, subject to the four conditions outlined in the Staff Report. Commissioner Spano seconded the Motion. The Motion passed unanimously, 6-0.

Staff Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Easement Release of a 20-foot wide access and utility easement, totaling 3,966 square feet in the Shahan Subdivision, Section 1A, **subject to the following four Conditions of Approval:**

Proposed Conditions:

1. A Resolution shall be approved by City Council for release of the easement and this instrument shall be filed on record with the Tom Green County Clerk's Office.

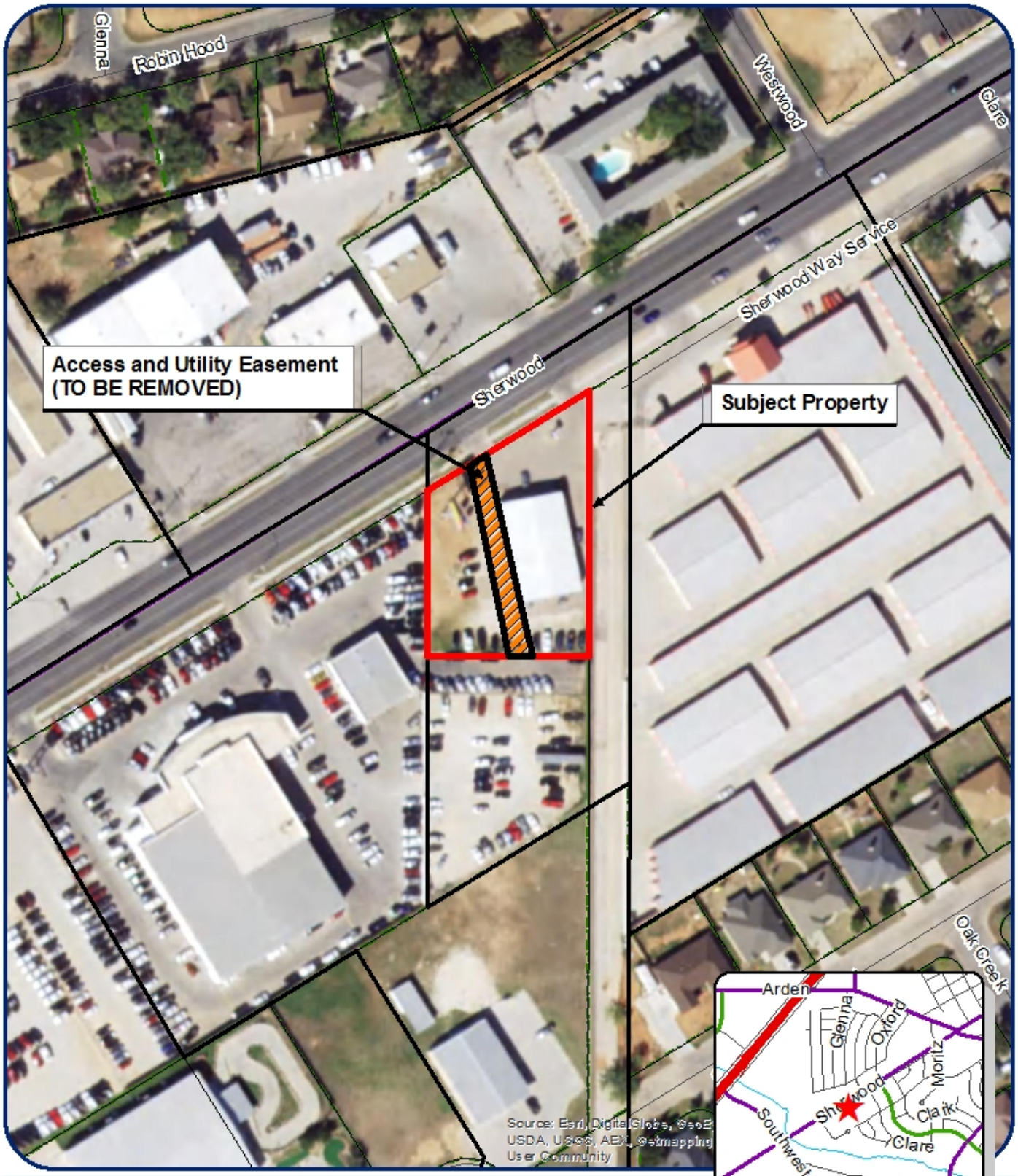
2. A Replat of Lots 1 and 2 delineating removal of the easement shall be required, but that the document shall not be recorded until a Resolution is approved by City Council to remove the easement.

3. No future expansions shall encroach into the 15-foot utility and sewer easement along the west property line.

4. Should any future expansion be located within the released access easement, a new driveway access shall be built and fully paved to City standards ensuring adequate and safe access to the rear parking lot.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Site Photos
Location of Easement on Original Replat
Field Notes
Letter of Intent



Easement Release Case File

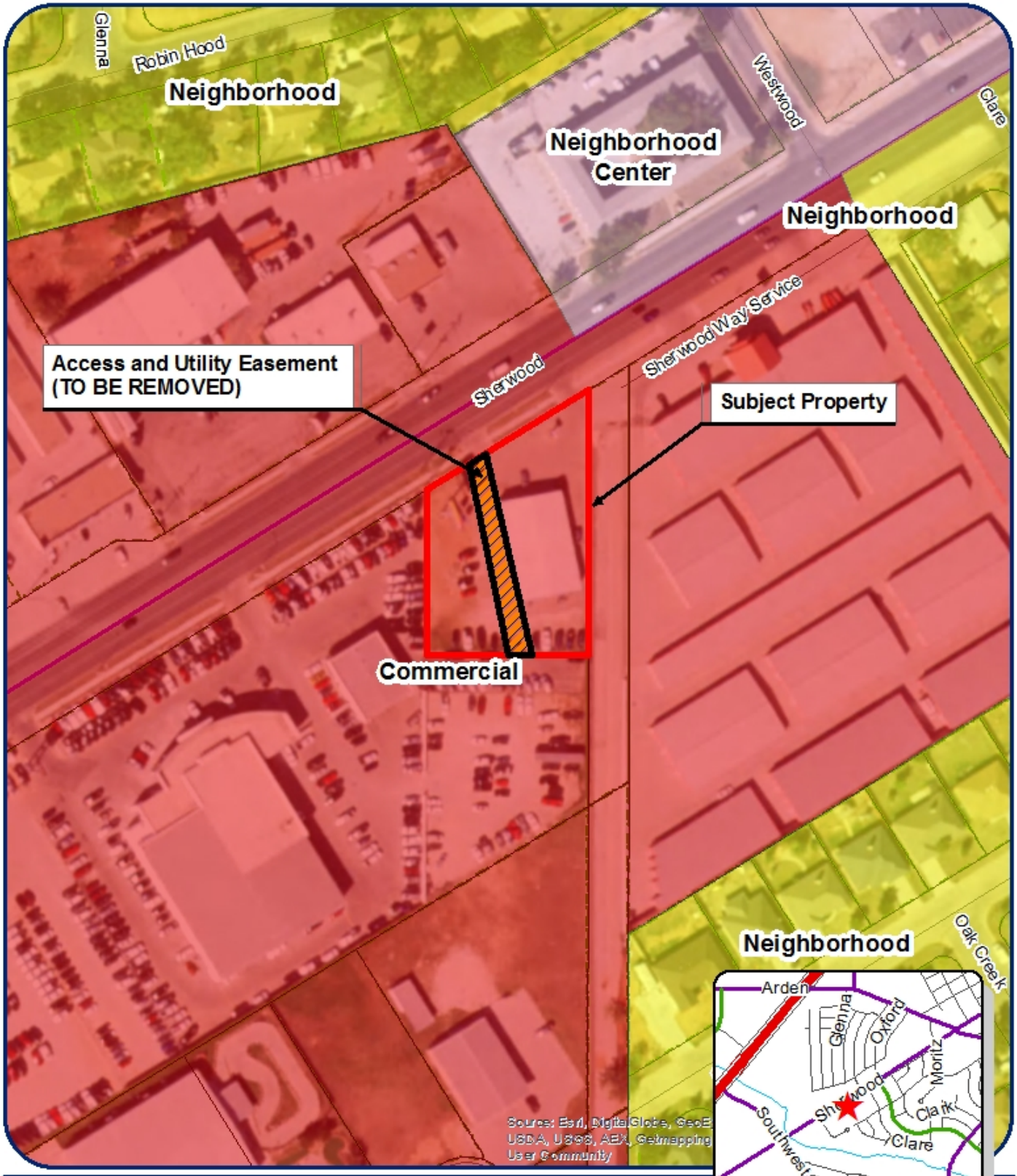
Athletes World (Paugh)

Council District: Charlotte Farmer (SMD #6)
Neighborhood: ASU - College Hills
Scale: 1 " approx. = 125 ft
Subject Property: 3949 Sherwood Way

Legend

Subject Properties:
Current Zoning: CG
Requested Zoning Change: N/A
Vision: Commercial

N



Easement Release Case File

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Legend

Subject Properties:
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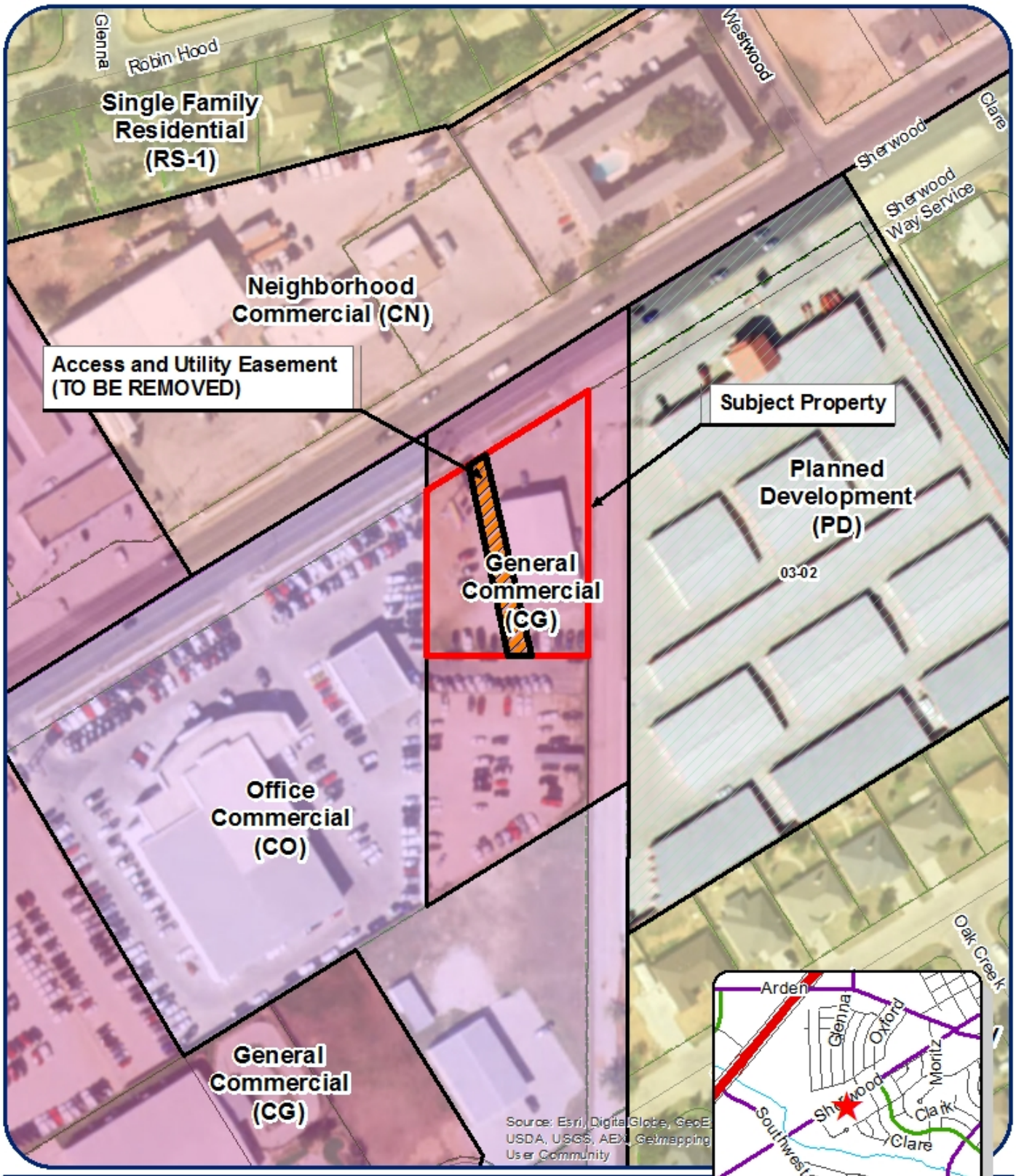
Requested Zoning Change: N/A
Vision: Commercial

N



Easement Release Case File

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Council District: Charlotte Farmer (SMD #6)
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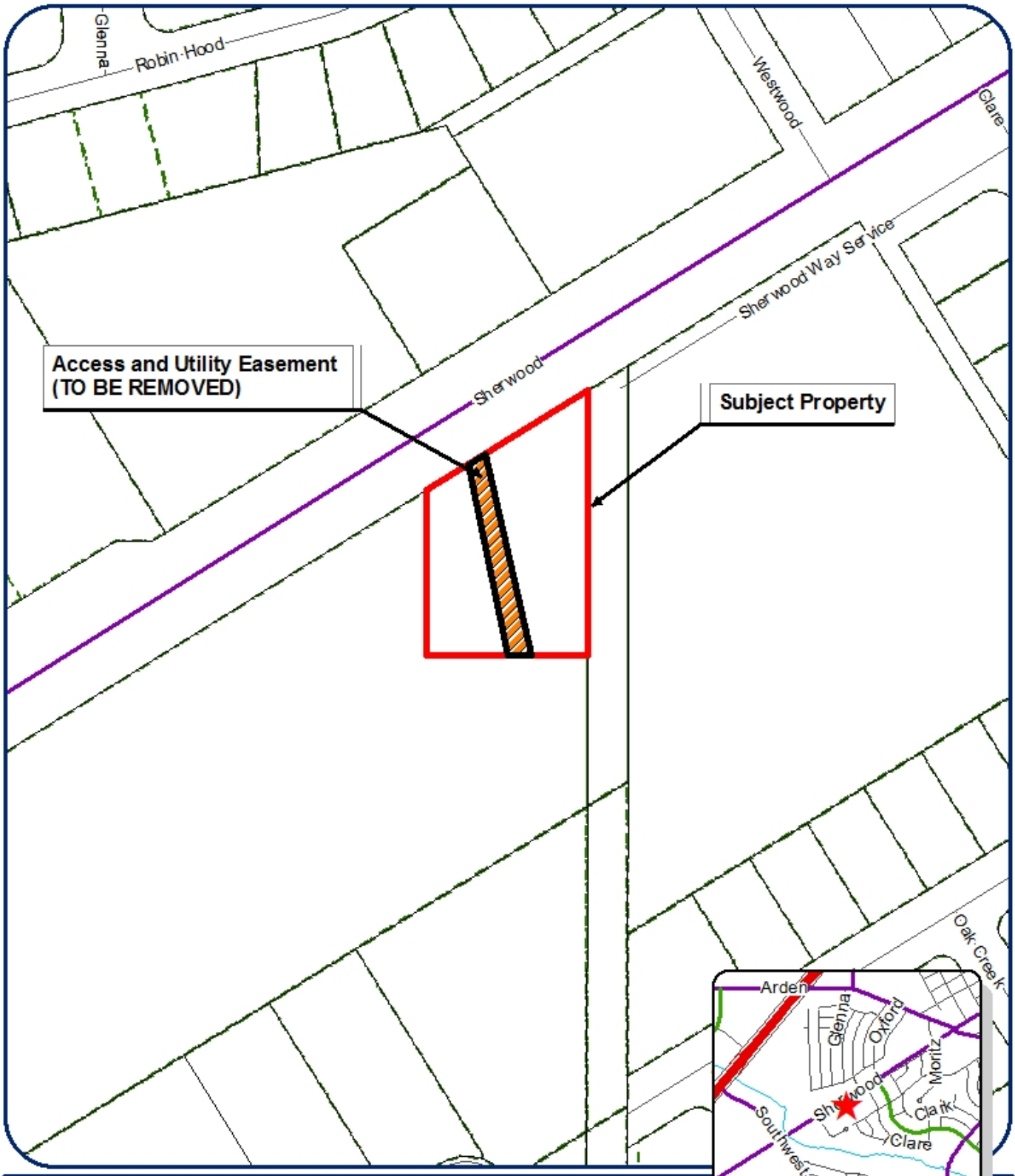
Scale: 1 " approx. = 125 ft
Subject Property: 3949 Sherwood Way

Legend

Subject Properties:
Current Zoning: CG
Requested Zoning Change: N/A
Vision: Commercial

N



Easement Release Case File

Athletes World (Paugh)

Council District: Charlotte Farmer (SMD #6)
Neighborhood: ASU - College Hills
Scale: 1 " approx. = 125 ft
Subject Property: 3949 Sherwood Way

Legend

Subject Properties:
Current Zoning: CG
Requested Zoning Change: N/A
Vision: Commercial

N

Site Photos

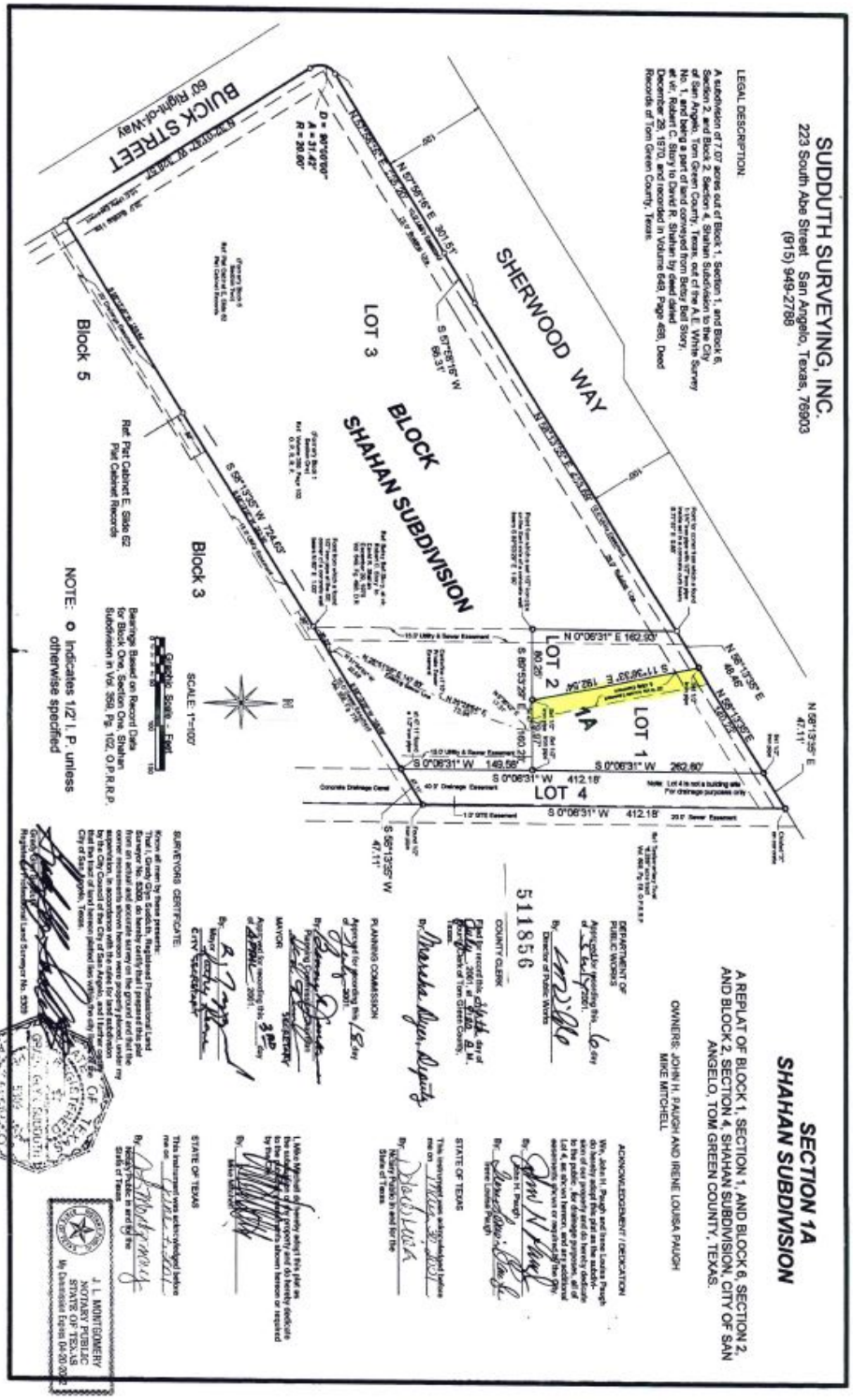
Looking South at Building and Easement Area

North

West

East

Location of Easement on Original Replat



FIELD NOTES

20' Access Easement & Utility Easement (3966 Square Feet) September 16, 2016
16-S-1122

Being a 20.00 foot wide Access Easement & Utility Easement out of Lot 1, Block 1A, Section 1A, Shahan Subdivision, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet F, Slide 3, Plat Records of Tom Green County, Texas and said Access Easement & Utility Easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of this Access Easement & Utility Easement and said Lot 1 and the northeast corner of certain Lot 2 of said Block 1A and also being in the south or southeast line of Sherwood Way;

Thence with the north or northwest line of this Access Easement & Utility Easement and said Lot 1 and the south or southeast line of said Sherwood Way, N. 58° 13' 35" E. 21.31 feet to the northeast corner of this Access Easement & Utility Easement;

Thence with the east line of this Access Easement & Utility Easement and across said Lot 1, S. 11° 36' 33" E. 204.03 feet to the southeast corner of this Access Easement & Utility Easement in the south line of said Lot 1 and in an easterly north line of certain Lot 3 of said Block 1A;

Thence with the south line of this Access Easement & Utility Easement and said Lot 1 and an easterly north line of said Lot 3, N. 89° 53' 29" W. 20.43 feet to the southwest corner of this Access Easement & Utility Easement and said Lot 1 and the southeast corner of said Lot 2;

Thence with the west line of this Access Easement & Utility Easement and said Lot 1 and the east line of said Lot 2, N. 11° 36' 33" W. 192.54 feet to the place of beginning and containing an area of 3966 Square Feet of land.

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

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL
LAND SURVEYOR

John Paugh
3949 Sherwoodway
San Angelo, TX 76904

September 26, 2016

Letter of Intent

RE:

We, the property owners of Athlete's World Inc., submit a request for abandonment of easement. See the attach letter for easement details. The easement separates lot one from lot two. Consequently preventing any future building expansion.

The easement that run through the property is no longer useful; since the lots have been re-plated and future street development will not be possible.

Please take action on this request for abandonment of easement.

Respectfully,

John Paugh

Louisa Irene Paugh

RELEASE OF ACCESS AND UTILITY EASEMENT
AND CERTIFICATE OF ABANDONMENT

STATE OF TEXAS §
§
TOM GREEN COUNTY §

WHEREAS the following access and utility easement was granted by separate instrument filed and recorded as set forth below:

> Being a 20.00 foot wide Access Easement and Utility Easement out of Lot 1, Block 1A, Section 1A, Shahan Subdivision, City of San Angelo, Tom green County, Texas as per plat recorder in Cabinet F, Slide 3, Plat Records of Tom Green County, Texas, being more particularly described in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

WHEREAS, on January 17, 2017, the City Council for the City of San Angelo, Texas, adopted a resolution finding that the said access and utility easement described and depicted on **Exhibit "A",** attached hereto, existing within the bounds of the Shahan Subdivision, Section 1A, is no longer needed for any identifiable public purpose now or in the foreseeable future, and authorizing the City Mayor to execute and deliver this Release of Access and Utility Easement and Certificate of Abandonment;

NOW THEREFORE, this Release of Access and Utility Easement and Certificate of Abandonment is filed for the purpose of abandoning the easement described in Exhibit "A", attached hereto.

EXECUTED THIS _____ day of _____, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Dwain Morrison, Mayor

_____
Bryan Kendrick, City Clerk

STATE OF TEXAS §
§
COUNTY OF TOM GREEN §

This instrument was acknowledged before me this _____dayof _____, 2017, by DWAIN MORRISON, as Mayor of the CITY OF SAN ANGELO, a Texas, a home-rule municipal corporation, on behalf of such corporation by authority of its governing body.

_____
Notary Public, State of Texas

APPROVED AS TO CONTENT

_____

Russell Pehl, City Engineer

APPROVED AS TO FORM

_____

Dan T. Saluri, Deputy City Attorney

Exhibit "A"
Page 1 of 2
FIELD NOTES

FIELD NOTES

20' Access Easement & Utility Easement (3966 Square Feet) September 16, 2016
16-S-1122

Being a 20.00 foot wide Access Easement & Utility Easement out of Lot 1, Block 1A, Section 1A, Shahan Subdivision, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet F, Slide 3, Plat Records of Tom Green County, Texas and said Access Easement & Utility Easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of this Access Easement & Utility Easement and said Lot 1 and the northeast corner of certain Lot 2 of said Block 1A and also being in the south or southeast line of Sherwood Way;

Thence with the north or northwest line of this Access Easement & Utility Easement and said Lot 1 and the south or southeast line of said Sherwood Way, N. 58° 13' 35" E. 21.31 feet to the northeast corner of this Access Easement & Utility Easement;

Thence with the east line of this Access Easement & Utility Easement and across said Lot 1, S. 11° 36' 33" E. 204.03 feet to the southeast corner of this Access Easement & Utility Easement in the south line of said Lot 1 and in an easterly north line of certain Lot 3 of said Block 1A;

Thence with the south line of this Access Easement & Utility Easement and said Lot 1 and an easterly north line of said Lot 3, N. 89° 53' 29" W. 20.43 feet to the southwest corner of this Access Easement & Utility Easement and said Lot 1 and the southeast corner of said Lot 2;

Thence with the west line of this Access Easement & Utility Easement and said Lot 1 and the east line of said Lot 2, N. 11° 36' 33" W. 192.54 feet to the place of beginning and containing an area of 3966 Square Feet of land.

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

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL
LAND SURVEYOR

Page **3** of **4**

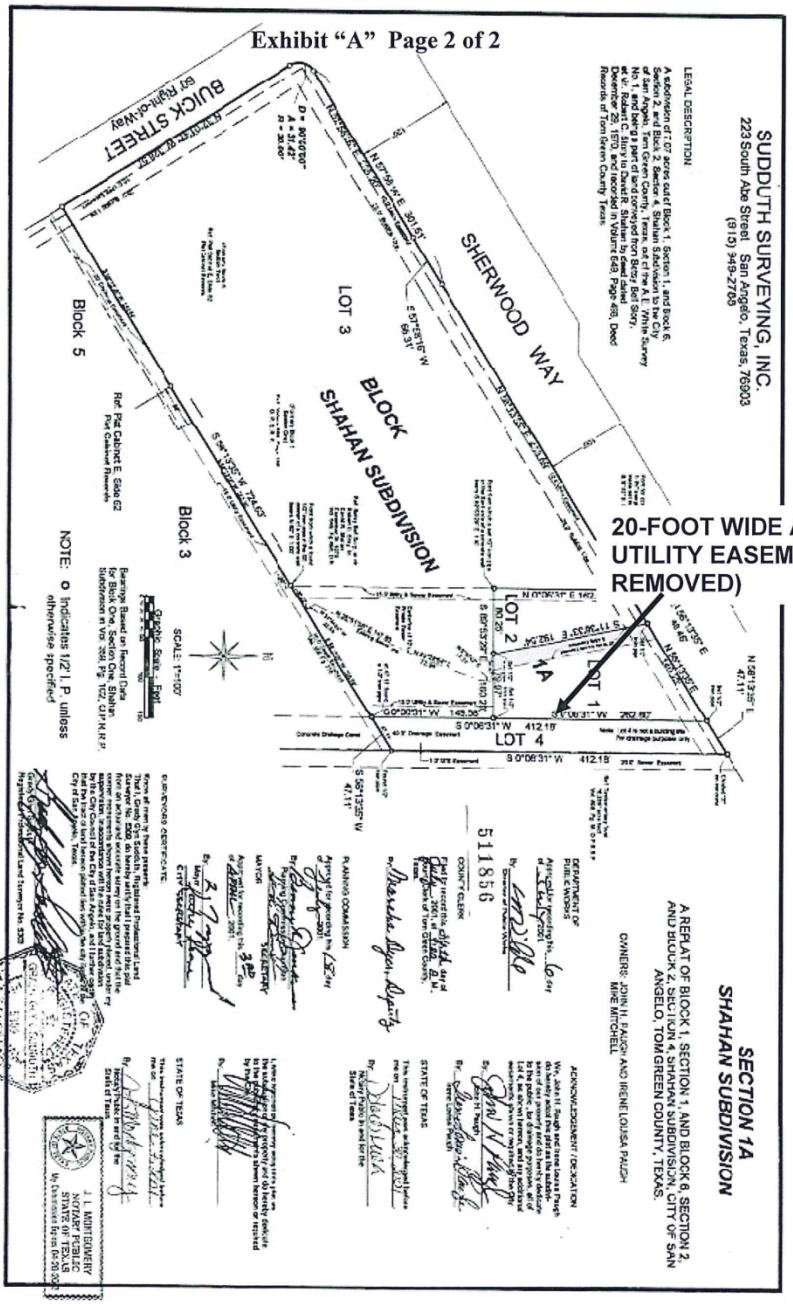


Exhibit "A" Page 2 of 2
SUDDUTH SURVEYING, INC.
223 South Abe Street San Angelo, Texas, 76903
(915) 949-2788
LEGAL DESCRIPTION
SHERWOOD WAY
BUICK STREET
BLOCK
SHAHAN SUBDIVISION
LOT 3
LOT 2
LOT 1
1A
LOT 4
Block 5
Block 3
Ref. Plat Cabinet E, Slide 62
Plat Cabinet Records
NOTE: o Indicates 1/2" I. P. unless otherwise specified
SCALE: 1"=100'
Bearings Based on Record Data for Block One, Section One, Shahan Subdivision in Vol. 384, Pg. 162, O.P.R.T.C.T.
SECTION 1A
SHAHAN SUBDIVISION
A REPLAT OF BLOCK 1, SECTION 1, AND BLOCK 6, SECTION 2, AND BLOCK 2, SECTION 4, SHAHAN SUBDIVISION, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.
OWNERS: JOHN H. RAUGH AND IRENE LOUISA RAUGH
MIKE MITCHELL
DEPARTMENT OF PUBLIC WORKS
511856
COUNTY CLERK
PLANNING COMMISSION
MAYOR
STATE OF TEXAS
J. L. MONTGOMERY
RPLS
STATE OF TEXAS
20-FOOT WIDE ACCESS AND UTILITY EASEMENT (TO BE REMOVED)

Page 4 of 4

RESOLUTION

A RESOLUTION ABANDONING, VACATING AND RELEASING A 20-FOOT WIDE ACCESS AND UTILITY EASEMENT TOTALLING 3,966 SQUARE FEET LOCATED WITHIN THE BOUNDS OF THE SHAHAN SUBDIVISION, SECTION 1A; PROVIDING THAT THE MAYOR EXECUTE AND RELEASE THE EASEMENT; AND, ORDERING RECORDING OF THE RELEASE.

RE: Consideration of a Resolution of the City of San Angelo abandoning, vacating and releasing a 20-foot wide access and utility easement totaling 3,966 square feet located in the Shahan Subdivision, Section 1A,

WHEREAS, on July 18, 2001, the Planning Commission of the City of San Angelo, approved for recording the Shahan Subdivision, Section 1A which established the said 20-foot wide access and utility easement as part of the approved plat;

WHEREAS, on July 26, 2001, the Shahan Subdivision, Section 1A which established the said 20-foot wide access and utility easement, was filed for record with the Tom Green County Clerk;

WHEREAS, the City Council for the City of San Angelo determines that the said access and utility easement existing within the bounds of the Shahan Subdivision, Section 1A, as depicted and described on **Exhibit "A"**, attached hereto, is no longer needed for any identifiable public purpose now or in the foreseeable future, and it is in the public interest to abandon, vacate and release the said easement;

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

(a) That the City Council of the City of San Angelo, Texas, finds that the said access and utility easement as described and depicted on **Exhibit "A",** attached hereto, existing within the bounds of the Shahan Subdivision, Section 1A, is no longer needed for any identifiable public purpose now or in the foreseeable future, and should be abandoned, vacated and released.

(b) That the Mayor of the City of San Angelo is hereby authorized to execute and deliver a formal instrument officially abandoning, vacating and releasing the said access and utility easement established as part of the approved plat, filed for record with the Tom Green County Clerk on July 26, 2001, described and depicted on **Exhibit "A"**, attached hereto.

PASSED, APPROVED AND ADOPTED on this the ____ day of _____, 2016.

THE CITY OF SAN ANGELO, TEXAS

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved As To Content:

_____
Jon James, AICP, Director of
Planning and Development Services

Approved As To Form:

_____
Theresa James, City Attorney

Exhibit "A"
Page 1 of 2
FIELD NOTES

FIELD NOTES

20' Access Easement & Utility Easement (3966 Square Feet) September 16, 2016
16-S-1122

Being a 20.00 foot wide Access Easement & Utility Easement out of Lot 1, Block 1A, Section 1A, Shahan Subdivision, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet F, Slide 3, Plat Records of Tom Green County, Texas and said Access Easement & Utility Easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of this Access Easement & Utility Easement and said Lot 1 and the northeast corner of certain Lot 2 of said Block 1A and also being in the south or southeast line of Sherwood Way;

Thence with the north or northwest line of this Access Easement & Utility Easement and said Lot 1 and the south or southeast line of said Sherwood Way, N. 58° 13' 35" E. 21.31 feet to the northeast corner of this Access Easement & Utility Easement;

Thence with the east line of this Access Easement & Utility Easement and across said Lot 1, S. 11° 36' 33" E. 204.03 feet to the southeast corner of this Access Easement & Utility Easement in the south line of said Lot 1 and in an easterly north line of certain Lot 3 of said Block 1A;

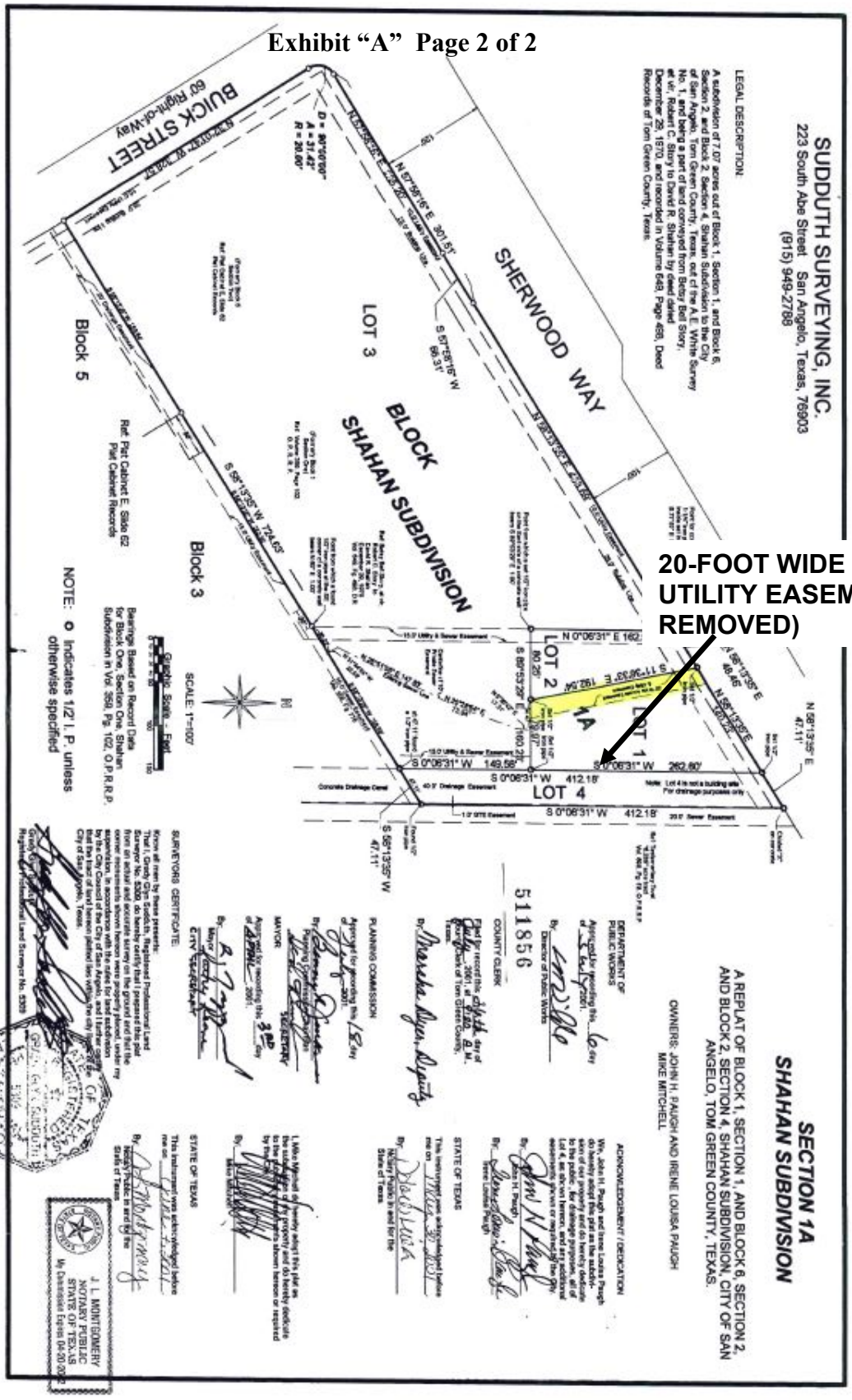
Thence with the south line of this Access Easement & Utility Easement and said Lot 1 and an easterly north line of said Lot 3, N. 89° 53' 29" W. 20.43 feet to the southwest corner of this Access Easement & Utility Easement and said Lot 1 and the southeast corner of said Lot 2;

Thence with the west line of this Access Easement & Utility Easement and said Lot 1 and the east line of said Lot 2, N. 11° 36' 33" W. 192.54 feet to the place of beginning and containing an area of 3966 Square Feet of land.

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

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL
LAND SURVEYOR

Exhibit "A" Page 2 of 2



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Carl White, Parks and Recreation Director, Parks and Recreation, 325-657-4450

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to negotiate a naming rights agreement with the San Angelo Stock Show and Rodeo Association and HEB Grocery Company for the City of San Angelo Fairgrounds Livestock Barn, Building No. 3 and to execute all necessary related documents (C.White)

Summary/History:

The San Angelo Stock Show & Rodeo Association (SASSRA) has solicited and received a naming rights proposal from HEB Grocery Company, LP, a Texas Limited Partnership, for the Livestock Barn, Building #3. The proposal is for $6,000 per year for 3 years. The proposed name is "HEB Livestock Barn."

SASSRA seeks City Council's approval.
City Staff supports this proposal.
On June 1, 2010, the Council adopted an updated naming rights policy.

The policy states that, "All naming rights proposals and contracts shall be subject to review and approval by the City Council."

SASSRA leases the fairgrounds (land and improvements) from the City. The policy also states that SASSRA is the only lessee of City property that may solicit and negotiate naming rights agreements for the properties it manages on the San Angelo Fairgrounds.

The policy also states that, "SASSRA is entitled to a 25% royalty fee from the revenue generated by such agreements. The remaining 75% shall be used by the SASSRA on the upkeep and maintenance of its leased properties on the Fairgrounds and improvements located thereon for the term of its lease agreement."

Financial Impact:

The City incurs no expense with this proposal.

Other Information/Recommendation:

Attachments:

1.	Naming Rights Policy	CE Naming Rights Policy.doc
2.	Naming Rights Agreement, Proposed	San+Angelo+Naming+Rights+Agreement+(v2)+HEB+12-9-16 (1).docx
3.	Resolution	17-171_PARKS_HEB_BLDG_2_NAMING_RIGHTS_RESO.docx

Presentation:

Approvals/Reviews:

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

City of San Angelo
Policy for Selling Naming Rights

Adopted on 06/01/10

I. Purpose

This policy shall apply to the selling or granting of naming rights for any public property owned, controlled or leased by the City of San Angelo, or any feature or component of a City public property (e.g. a playing field in a park or sports complex, a room in a facility, a fountain). The aim of this policy is to:

1. Create a clear and consistent process for entering into agreements with third parties that mutually benefit both parties.
2. Optimize opportunities to generate non-tax revenue for the City and its partners.
3. Ensure the City's stewardship of public assets and interests.

II. Definitions

A. "Naming Rights" shall mean a type of sponsorship in which a third party purchases the exclusive right to place its name on a City Property or Facility as described herein. Sponsorship naming rights are considered in the commercial context only, in which the naming right is sold or exchanged for cash, goods, in-kind services or other revenue support. This agreement and its terms, including the display of advertising/signage in conjunction with the granting of a naming right, must be documented in a contract between the City (or its lessees, such as the San Angelo Stock Show and Rodeo Association) and the interested party, and shall have a specified end date to the contractual obligations.

B. "City Property or Facility" shall mean any City-owned, -leased or -controlled real property, public facilities such as buildings or parks, and features or attributes of a facility.

C. "Naming Rights Agreement" shall mean a mutually beneficial, contractual agreement that reflects the business arrangement and obligations for the exchange of commercial and/or marketing benefits between the City (or its lessee in the case of the San Angelo Fairgrounds) and a third party for a specified term. Such agreement shall be a written contract evidencing the right to name or re-name City-owned, -leased or -controlled property or facility. All such agreements are to be drafted and/or reviewed by the City Attorney's office prior to consideration by the City Council.

D. "Advertising" shall mean the display of a third party's signage on a City Property or Facility in exchange for cash, goods, in-kind services or other revenue support. The independent contractor with whom the City has contracted to provide advertising services shall have the exclusive right to sell advertising on City Properties or Facilities. This agreement and its terms must be documented in a contract between the independent contractor and the third party, and shall have a specified end date to the contractual obligations.

III. Policy

A. This policy does not apply to existing naming rights agreements, until the term of said agreements expire. Further, the name of the Convention Center shall remain the McNease Convention Center, at least until its next remodeling.

B. All naming rights proposals and contracts shall be subject to review and approval by the City Council.

C. Naming rights sponsorships will not result in any loss of City jurisdiction or authority.

D. The City shall have sole discretion on the number, types and sizes of advertising placed on City property in association with the granting of a naming right. Full graphic designs must be submitted to and approved by the City prior to the installation of any advertising.

E. The term of any Naming Rights Agreement shall be not less than five (5) years and no more than ten (10) years. Upon expiration of the term, the third party in the agreement shall have the first right of refusal to enter into a new contract and retain the naming rights of the City property under terms agreed to by both sides.

F. The independent contractor with whom the City has contracted to provide advertising services shall, for a percentage of the revenue generated, have the exclusive right to market on the City's behalf naming rights to all City properties with the following exceptions: the San Angelo Coliseum, all other City-owned buildings on the San Angelo Fairgrounds and the sports complex at Rio Concho Community Park. City staff will participate with the independent contractor in the negotiating of naming rights agreements.

G. The San Angelo Stock Show and Rodeo Association may solicit and negotiate naming rights agreements for the properties it manages on the San Angelo Fairgrounds. The SASSRA is entitled to a 25% royalty fee from the revenue generated by such agreements. The remaining 75% shall be used by the SASSRA on the upkeep and maintenance of its leased properties on the Fairgrounds and improvements located thereon for the term of its lease agreement.

H. The San Angelo Stock Show and Rodeo Association is the only lessee of City property that may solicit and negotiate naming rights agreements. The City's independent contractor shall have the exclusive right to market naming rights for all leased City properties except those on the San Angelo Fairgrounds. The City Council may make exceptions for lessees who administer and maintain a City property. If such an exception is granted, the lessee is entitled to a 25% royalty fee from the revenue generated by such agreements. The remaining 75% shall be used by the lessee on the upkeep and maintenance of the leased property and improvements located thereon for the term of its lease agreement.

I. The City's independent contractor will bring naming rights offers to the City for its consideration. Terms of naming rights agreements will, with the independent contractor's involvement, be negotiated between the City and the interested third party. Negotiated agreements shall be presented to the City board or commission with oversight of the City Property or Facility for said board or commission's recommendation. That recommendation will be presented to the City Council for its consideration.

J. The purchaser of a naming rights sponsorship must pay all costs associated with the production and maintenance of any signage placed on a City property. The naming rights sponsor is also responsible for the costs of installing any electrical connections necessary to illuminate its signage. The City may require separate metering and payment by the naming rights sponsor to recover electric costs based upon the signage installed.

K. Upon termination or expiration of a naming rights agreement, the sponsor shall return the City property to its original condition. In the alternative, the sponsor may reach an agreement to leave its signage infrastructure in place, at which time said infrastructure becomes City property.

NAMING RIGHTS AGREEMENT
FOR
CITY OF SAN ANGELO FAIRGROUNDS
LIVESTOCK BUILDING NO. 3

This Naming Rights Agreement ("Agreement") is entered into effective _____ _____, 201__, among the SAN ANGELO STOCK SHOW & RODEO ASSOCIATION, INC. (SASSRA), a Texas nonprofit corporation, ~~H-E-B, INC. a Texas for profit corporation~~HEB Grocery Company, LP, a Texas limited partnership, ("Sponsor"), and the City of San Angelo, a Texas municipal corporation ("City") for the purposes of contracting for naming rights concerning City of San Angelo Fairgrounds Building No. 3 located at 4608 Grape Creek Road, San Angel, Tom Green County, Texas ("Building No. 3").

WHEREAS, on (date), the City Council for the City of San Angelo adopted a policy relating to naming rights to properties owned by the City, which requires City Council review and approval of proposed contracts for naming rights;

WHEREAS, the naming rights policy provides that SASSRA is authorized to solicit and negotiate naming rights agreements for City of San Angelo Fairgrounds properties managed by SASSRA;

WHEREAS, the naming rights policy provides that, "SASSRA is entitled to a 25% royalty fee from the revenue generated by such naming rights contracts, with the remaining 75% of revenue to be utilized by the SASSRA for upkeep and maintenance of Fairgrounds properties that it manages;

WHEREAS, the SASSRA has solicited and negotiated the sale of naming rights for San Angelo Fairgrounds Livestock Building #3, and has submitted the proposed contract to City Council for review and approval at the Fairgrounds; and,

WHEREAS, on _____, 201_, the City Council for the City of San Angelo approved this Agreement as submitted by SASSRA, and authorized the execution thereof by the City Manager;

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained, the parties agree as follows.

1. Initial Term of Agreement. The initial term of this Agreement shall commence on _____, December 8, 201__6 ("Commencement Date") and expire on _____, December 31, 201__9 ("Expiration Date") at which time the naming rights granted hereunder shall automatically terminate, subject to Sponsor's option to extend the term as herein provided.

2. Option to Extend Term. Sponsor shall have the option to extend the term of this Agreement for one additional three year term by providing SASSRA and City with written notice of its election to extend the term no earlier than 180 days or later than 90 days prior to expiration of the initial term.

3. Designated Name for Fairgrounds Livestock Building No. 3. During the initial term of this Agreement and any extensions thereof, the designated name for San Angelo Fairgrounds Livestock Building No. 3 hereinafter referred to as "Building No. 3") located at 4608 Grape Creek Road, San Angelo, Texas, shall be _____HEB Livestock Barn ("Name"). City and SASSRA agree to use reasonable commercial efforts to identify Building No. 3 by Name in all official documents such as press releases, directional signage, tickets, brochures, marketing and promotional materials, schedules, letterhead, stationery and promotional items in any form produced or disseminated by or for them during the initial term of this Agreement and any extension thereof. SASSRA and City shall use reasonable commercial efforts to require each person who contracts for the use of Building No. 3 to refer to and identify it by Name in all promotional and advertising materials. Occasional immaterial failures to use the Name shall not be deemed to be a breach of this Agreement.

4. Consideration. The consideration payable by Sponsor to SASSRA shall be Six Thousand Dollars ($6,000.00), payable in annual installments of SixThousand Dollars ($6,000.00) per year over the three (3)-year Term of this Agreement, the first such payment being, due and payable on or before _____January 31, 201__. 7. Each successive annual payment shall be due and payable on or before the ____31st day of _____ _____January of each year thereafter during the initial term of this Agreement and any extension thereof.

5. Placement and Use Name / Signage. Subject to the terms of this Agreement, Sponsor shall have exclusive rights to procure, design, and construct signage identifying Building No. 3 as the "_____". "HEB Livestock Barn". Sponsor shall have the right to procure signage for the outer fascia of Building No. 3 and any signs or decals on entry doors or within the interior of Building No. 3 as may be approved by the City in its sole discretion from time to time, which shall not be unreasonably withheld. In all cases, the design and infrastructure requirements for signage, as well as any subsequent proposed signage modifications proposed by Sponsor, shall be subject to prior approval of the City , which shall not be unreasonably withheld, and as may be required under City ordinance or other, applicable law or regulation.

6. Signage/Displays; Costs, Procedures, and Limitations

(a) Costs of all signage and displays produced for installation pursuant to this Agreement shall be paid by Sponsor to SASSRA in advance of the erection, placement or posting of signage.

(b) SASSRA shall be responsible for contracting for the production and installation of any and all said signage and displays to be installed, which contracts shall provide for production and installation within thirty (30) days of payment by Sponsor, when reasonably feasible.

(c) All of said signage and displays produced and installed pursuant this Agreement shall remain the sole and exclusive property of the Sponsor.

(d) Said signage and displays installed pursuant to this Agreement shall be removed at the termination of this Agreement or expiration of any extension thereof at the expense of the Sponsor, unless otherwise agreed in writing between the Sponsor, SASSRA and City. The Sponsor shall restore City property to its condition at the time signage was installed, leaving in place any preliminary improvement that may have been completed by City prior to installation, such as electrical extensions, supports, and architectural modifications.

7. Obligations of Sponsor. During the Term of this Agreement, Sponsor shall be responsible, at Sponsor's sole expense, for the design, construction, purchase and installation of all signage chosen by Sponsor and approved by City. **Sponsor shall own and maintain all such signage provided by Sponsor.**

8. Trademarks and Licensing. Sponsor warrants that during the initial term of this Agreement and any extensions thereof, it is a licensed user of any trademarks, service marks, trade names and/or logos used in the Name. Sponsor hereby licenses SASSRA and City to use the Name solely as contemplated by this Agreement and to sublicense others to use the Name and to subcontract others to manufacture products incorporating or bearing the Name including but not limited to products for food service, related supplies, facility supplies, furniture, equipment, novelties, souvenirs, publications and other products used solely by SASSRA or City in the promotion of SASSRA, the City of San Angelo, the San Angelo Fairgrounds, and the presentation of any events at the San Angelo Fairgrounds. All such products may be used, consumed, given away, sold or held for sale by SASSRA or City or their agents or sub-licensees. SASSRA and City shall not be obliged to pay or to cause any sub-licensee to pay any royalty or other fee to Sponsor with respect to any such use. SASSRA and City agree that all products and/or services offered by City or its sub-licensees that use the Name shall generally be of a nature and quality commensurate with the nature and quality of the current products and/or services offered by City or its licensees.

9. Reserved Rights for Advertising. Sponsor acknowledges the right of SASSRA and City in their discretion to designate advertisers and authorize advertising at the Fairgrounds, including Building No. 3, provided that HEB will be the sole and exclusive sponsor in the grocery store, supermarket and supercenter retail category including without limitation, brick-and-mortar stores; online retailers (including retailer and the online retail activities of brick-and-mortar stores); and online or brick-and-mortar delivery services in the aforementioned categories (the "Category"). For purpose of this Agreement, the Category includes, but is not limited to the following: Walmart, Target, Costco, Whole Foods, Sam's Club, Trader Joe's, Sprouts, Aldi, Winco, Amazon Fresh, Amazon Prime Now (for delivery of grocery items), Instacart and Corner Store (for advertising of grocery store items).

10. Use of Sponsor Name. Sponsor hereby grants to SASSRA and City, during the Term of this Agreement, an exclusive, royalty-free, irrevocable license to use the Name, any logo designated by Sponsor concerning Building No. 3, and the goodwill associated therewith in connection with the operation, marketing and promotion of the San Angelo Fairgrounds,

SASSRA, or City or any of its departments or programs; however, except as otherwise provided in this Agreement, Sponsor retains the exclusive right to use or license or otherwise deal with Sponsor's name, logo, and other trademarks, which may not be used by City of SASSRA in any way without the prior written approval of Sponsor in each instance.

11. Maintenance and Upkeep. Sponsor shall be responsible for costs associated with purchase, installation (including electrical or structural modifications), and maintenance of any signage installed by Sponsor or on behalf of Sponsor. Sponsor and its designees shall have the right, upon reasonable advance notice, to inspect and maintain Sponsor's signage.

12. Special Rights of Termination. Notwithstanding anything contained in this Agreement to the contrary, if during the Term of this Agreement SASSRA shall permanently cease to utilize Building No.3 as a location for events, or for any other reason at Sponsor's sole discretion, Sponsor shall be free, upon thirty (30) days prior written notices to City and SASSRA, to terminate this Agreement as to the remainder of the Term. It is expressly agreed that the exercise of such termination right will extinguish all of Sponsor's obligations under this Agreement and any licenses or sublicenses granted hereunder, except as set forth in the survival provisions hereof, provided that the exercise of such special right of termination shall not entitle Sponsor to the refund of any consideration paid up to the date of termination. It is further agreed that Sponsor shall incur no liability to SASSRA or City solely for exercising such right.

13. Removal of Name. If, during the term of this Agreement or any extension thereof, Sponsor elects to remove its Name from Building No. 3 or Fairgrounds, Sponsor shall notify City of such election and coordinate with City the removal of Sponsor's signage and Sponsor shall restore City property damaged by installation or removal of signage to its condition at the commencement of this Agreement at the sole expense of Sponsor. Such removal of signage shall not discharge Sponsor of any of Sponsor's obligations under this Agreement.

14. Termination/Remedies.

(a) Failure of Sponsor to Pay Amounts Due. In the event Sponsor fails to pay to SASSRA when due any sum required by this Agreement to paid, and Sponsor shall fail, for a period of thirty (30) days following receipt of written notice from SASSRA or City specifying such default, to cure such default by payment of the amount due, plus interest at the annual rate of five percent (5%), but in no event an amount of interest exceeding that permitted by law, then SASSRA or City shall have the right to (i) terminate this Agreement upon the expiration of the cure period, (ii) remove immediately any advertising or display signage provided for under this Agreement at the expense of Sponsor, and (iii) assert any and all other remedies which SASSRA or City may have at law or in equity.

(b) Default. A party shall be in default hereunder if any of the following events shall occur (each being an "Event of Default"), provided that nothing in this paragraph 15(b) shall limit the termination rights set forth in paragraph 15(a):

i. Such party fails to perform timely any of its material obligations hereunder and such default shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such default. If the default specified in such notice is curable but of a nature such that it cannot be cured through the exercise of reasonable diligence within the thirty (30) day cure period, then such thirty (30) day cure period shall be extended to a period as is reasonable [but in no event more than one hundred eighty (180) days unless the delay is due to force majeure] to cure such default, provided the non-performing party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure;

ii. Sponsor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

iii. By court order or decree Sponsor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of its stockholders or partners, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or any state thereof;

iv. An involuntary petition under any bankruptcy or insolvency law, or an action under present or future insolvency law or statute, is filed against Sponsor and is not dismissed or stayed within sixty (60) days after the filing thereof; or

v. Sponsor sells, conveys, assigns or otherwise transfers rights to Sponsor's Name.

(c) Remedies in the Event of a Default. If any party is in default under this Agreement beyond the applicable grace or cure periods, then any non-defaulting party shall be entitled to terminate this Agreement or seek specific performance, and in any event, may sue for damages or exercise any remedy available to it in applicable law or equity including, without limitation, injunctive relief. In any action under this Agreement, no party shall be liable or responsible under any circumstances for any consequential or punitive damages.

(d) Surviving Provisions. In the event of a termination or expiration of this Agreement for any reason, the parties agree that all provisions that by their meaning or nature are intended to survive termination or expiration shall survive termination or expiration of this Agreement, including but not limited to representations and warranties made under this Agreement and the indemnification provisions set forth in paragraph 27 of this Agreement.

15. Assignment. The rights and obligations of Sponsor under this Agreement may not be assigned by Sponsor without the prior written consent of SASSRA and City, with the consent of the San Angelo City Council, which may be withheld in the reasonable discretion of SASSRA or the Council. In connection with any such permitted assignment, Sponsor shall provide to SASSRA and City sixty (60) days prior written notice of the proposed assignment and shall require the assignee to execute an assignment agreement in such form and content as reasonably acceptable to SASSRA and City.

16. Notices. Unless otherwise specified herein, any notice required or permitted under this Agreement shall be deemed sufficient if given in writing and personally delivered, sent by overnight express delivery service or deposited in the United States mail, postage prepaid, by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served by close of business on the third business day after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, the addresses of the parties for purposes herein shall be as follows:

CITY OF SAN ANGELO:

City of San Angelo
Attn: City Manager
72 West College Avenue
San Angelo, Texas 76902

With a copy to:

City Attorney's Office
72 West College Avenue
San Angelo, Texas 76902

SAN ANGELO STOCK SHOW AND RODEO ASSOCIATION:
Attention: Irwin Schwartz, President
200 W. 43rd Street
City of San Angelo, Texas 76903

SPONSOR:

H-E-B

San Angelo, Texas 76903

17. Authority. Each of the undersigned by the execution hereof warrants that he/she has full power, authority and legal right to enter into this Agreement on behalf of the party for whom he/she is executing this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized by all requisite action of the directors, shareholders, City Council or appropriate governing body of each party hereto. Upon execution and delivery by each party of this Agreement, it will be a valid and binding obligation of each Party, enforceable in accordance with its terms.

18. Governing Law. This Agreement shall be governed by and construed in conformity with the laws of the State of Texas. ~~This Agreement calls for performance in Tom Green County, Texas, wherein jurisdiction and venue for any dispute arising out of or related to this Agreement shall lie exclusively.~~

19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other parties or circumstances.

20. Non-Waiver. No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver or consent to any further or succeeding default of the same nature.

21. Successors and Assigns. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns.

22. Force Majeure. A party hereto is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm,

hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout. No party is entitled to terminate this Agreement in such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party or parties were timely notified of the likelihood or actual occurrence of an event described in this paragraph 26.

23. **INDEMNIFICATION**. Sponsor covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS SASSRA and the City of San Angelo, Texas and the officials, officers, employees, representatives, and volunteers of SASSRA and the City, individually or collectively in both their official and private capacities, from and against any and all costs, claims, liens, judgments, harm, damages, losses, expenses, legal fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever that arise out of, result from, or relate to: (1) Sponsor's negligent performance of this Agreement; (2) a breach of representations or warranties by Sponsor under this Agreement; and, (3) any other negligent act or omission under or in performance of this Agreement by Sponsor, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, or concessionaire of Sponsor, or any other person or entity for whom Sponsor is legally responsible, and their respective owners, officers, managers, employees, directors, agents, and representatives. Sponsor shall promptly notify SASSRA and City in writing of any claim or demand against SASSRA or City, or any official, officer, employee, representative or volunteer of City or SASSRA or Sponsor related to or arising out of Sponsor's performance or activities under this Agreement. **THE SPONSOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS** from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against SASSRA or City to the extent that such action or proceeding is based on a claim that any name, logo, signage, written

material, or digital or other reproduction provided by Sponsor pursuant to this Agreement and utilized by SASSRA or City or the use or reproduction of any documentation provided by Sponsor infringes any intangible right of a third party, including but not limited to copyright, trademark, trade name or trade secret of any person or entity, which is enforceable under the laws of the State of Texas or of the United States. The provisions of these defense, indemnity, and hold harmless obligations, and any other defense, indemnity, and hold harmless obligation set forth in this Agreement, shall survive the termination of or expiration of this Agreement.

24. Approval by City. Sponsor agrees that this Agreement and all provisions thereof shall be subject to approval by the City Council for the City of San Angelo in it's sole discretion. This Agreement shall not be made valid, final and binding unless approved by the City of San Angelo City Council as indicated by authorized signature of City's representative below.

25. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

SAN ANGELO STOCK SHOW & RODEO

BY: _____
Irwin Schwartz, President

~~H-E-B~~HEB GROCERY COMPANY, LP

BY:_____
Name, Title

CITY OF SAN ANGELO

BY: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
~~Alicia Ramirez~~Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

_____
Carl White, Director of Parks & Rec.

APPROVED AS TO FORM

_____
Dan T. Saluri, Sr. Asst. City Attorney

APPROVED AS TO RISK MANAGEMENT

_____
~~John Seaton~~Charles Hagen, Risk Manager

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A NAMING RIGHTS AGREEMENT WITH THE SAN ANGELO STOCK SHOW & RODEO ASSOCIATION, INC. AND HEB GROCERY COMPANY, LP FOR NAMING CITY OF SAN ANGELO FAIRGROUNDS LIVESTOCK BUILDING NO. 3.

WHEREAS, on June 1, 2010, the City Council for the City of San Angelo adopted a policy relating to naming rights to properties owned by the City, which requires City Council review and approval of proposed contracts for naming rights;

WHEREAS, the naming rights policy provides that the San Angelo Stock Show and Rodeo Association, Inc. (SASSRA) is authorized to solicit and negotiate naming rights agreements for City of San Angelo Fairgrounds properties managed by SASSRA;

WHEREAS, the naming rights policy provides that, "SASSRA is entitled to a 25% royalty fee from the revenue generated by such naming rights contracts, with the remaining 75% of revenue to be utilized by the SASSRA for upkeep and maintenance of Fairgrounds properties that it manages;

WHEREAS, the SASSRA has solicited and negotiated the sale of naming rights for San Angelo Fairgrounds Livestock Building No. 3 to HEB GROCERY COMPANY, LP, and has submitted the proposed contract to City Council for review and approval at the Fairgrounds; and,

WHEREAS, the City Council for the City of San Angelo approves the Agreement in substantially the form and for the consideration as submitted by SASSRA, to be executed on behalf of the City by the City Manager;

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

The City Manager is hereby directed and authorized to negotiate and execute a Naming Rights Agreement by and between the City, the San Angelo Stock Show & Rodeo Association, Inc. (SASSRA), and HEB Grocery Company, LP, in substantially the attached form as proposed

by SASSRA and for the compensation set forth therein.

PASSED, APPROVED, and ADOPTED on this the 17th day of January, 2017.

CITY OF SAN ANGELO

ATTEST:

By: _____
Dwain Morrison, Mayor

_____
Bryan Kendrick, City Clerk

Approved as to Content:

_____
Carl White, Director of Parks & Recreation

Approved as to Form:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager, or designee, to negotiate and execute a Temporary Nonexclusive Sidewalk Use License Agreement to allow for encroachments into the public right-of-way adjacent to property located at 204 South Chadbourne Street. (J. James)

Summary/History:

The subject property is located in the Central Business District in Downtown San Angelo in the River Corridor, and while it is adjacent to historical buildings, this property does not carry a historic designation. The commercial building located at 204 South Chadbourne Street is a one-story, 3,300-square-foot building that was built in the mid-1950's and currently houses the Swagito Night Club. The subject property is located the east side of South Chadbourne Street, between East Concho and East Twohig Streets within the River Corridor area, as delineated in Section 12.06.002 of the River Corridor Development Ordinance.

On December 15, 2016, the Petitioner obtained approval from the San Angelo Design and Historic Review Commission (DHRC) for the following: (a) a new 150-square-foot awning that will extend six feet from the building façade into the adjoining public right-of-way to provide all-weather protection and building enhancement; and (b) a new 32-square-foot, illuminated sign. On November 14, 2016, the Petitioner obtained TIRZ (Tax Increment Reinvestment Zone) funding in order to proceed with the erection of the proposed awning; City Council approval will be necessary in order to facilitate this action, however.

The River Corridor Master Development Plan (RCMDP) requires "quality materials" that "promote a sense of permanence" and that the "quality finished materials should be used." These Design Guidelines in the Historic City Center also have specific policies for canopies and awnings. "The use of awnings is encouraged, and awnings should fit in proportion to the module of the individual storefront rather than extending beyond a single bay. Awnings can also be placed over entries to give attention to them." The proposed awning will be 25 feet in length, 6 feet in depth and ½-foot in depth. The awning will be painted blue (PPG #1154-7, Regatta Bay) and will be suspended approximately 8 feet above the sidewalk area by new cabled stanchions along the building parapet. Most of the building's front facade will be repainted Burgundy Wine (PPG #1053-7), while pedestrian-level, waist-high horizontal banding (PPG #1014-5, Gray Violet) and thinner horizontal banding (PPG #1005-4, Slate Pebble) underneath the new signage will be included along the facade. The awning will be contain recessed lighting for pedestrians; no additional lighting is proposed. All outdoor seating appears to be confined to underneath the awning, which will correspond to the limits of the proposed easement. The proposed awning appears to be consistent with these policies and thereby meets the objectives of the Master Development Plan.

The existing sidewalk along South Chadbourne is approximately 15 feet wide, and the proposed awnings would project 6 feet over this sidewalk. Whereas the buildings are already established, it is unlikely that either roadway will ever be extended into the sidewalk area where the proposed awnings would be located. Lastly, the awnings will overhang from the building and will not be attached to the ground. Should this portion of right-of-way ever be required by the City, the

awnings could be removed at that time without major cost to the owner, given that no structural supports would be affixed to the ground.

Financial Impact:

N/A

Other Information/Recommendation:

Staff's recommendation is for the City Council to APPROVE an awning and outdoor seating along the west elevation of a building located at 204 South Chadbourne to extend into the public rights-of-way, subject to the following Condition of Approval:

1. The applicant shall enter into a Temporary Nonexclusive Sidewalk Use License Agreement with the City of San Angelo.

Attachments:

1.	Staff Report	CUELLAR_MEMO.docx
2.	Draft Resolution	CUELLAR_LICENSE_RESOLUTION.docx
3.	Temporary Nonexclusive Sidewalk Use License Agreement	CUELLAR_SWAGITOS_LICENSE.docx
4.	Exhibit "A"	EX-A_SURVEY MAP_CUELLAR.pdf

Presentation:

Jon James

Approvals/Reviews:

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

STAFF REPORT

Meeting: January 17, 2017

To: Mayor and City Council

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

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

Request: Approval for awnings and outdoor seating along the front (west) elevation of a building located at 204 South Chadbourne Street to extend over a portion of the public sidewalk and into the public right-of-way of South Chadbourne Street

Location: 204 South Chadbourne Street

Legal Description: Being an area of 150 square feet of land within the public rights-of-way (sidewalk) of South Chadbourne Street, adjoining the property identified as San Angelo Addition, Block 1, the North 25' of the South 45' of Lot 20, and the South 25' of the North 80' of the Western ½ of Lot 28, Tom Green County, Texas

General Information

Future Land Use:	Downtown
Zoning:	Central Business District (CBD)
Existing Land Use:	Sidewalk within South Chadbourne Street public right-of-way.

Surrounding Zoning/Land Use:

North:	Central Business District (CBD)	Retail/Service/Commercial
West:	Central Business District (CBD)	Retail/Service/Commercial
South:	Central Business District (CBD)	Retail/Service/Commercial
East:	Central Business District (CBD)	Retail/Service/Commercial

District: SMD#3 – Harry Thomas

Neighborhood: Downtown

Thoroughfares/Streets: Per the Major Thoroughfare Plan (MTP), South Chadbourne Street is a "Major Arterial Street" which connects freeways and other arterials. Arterial Streets in the MTP require an 80-foot right-of-way and a 64-foot paving width. South Chadbourne Street has a right-of-way of 100 feet, in compliance, and a paving width of 68 feet, in compliance with the MTP.

History and Background:

The subject property is located in the Central Business District in Downtown San Angelo in the River Corridor, and while it is adjacent to historical buildings, this property does not carry a historic designation. The commercial building located at 204 South Chadbourne Street is a one-story, 3,300-square-foot building that was built in the mid-1950's and currently houses the Swagito Night Club. The subject property is located the east side of South Chadbourne Street, between East Concho and East Twohig Streets within the River Corridor area, as delineated in Section 12.06.002 of the River Corridor Development Ordinance.

On December 15, 2016, the Petitioner obtained approval from the San Angelo Design and Historic Review Commission (DHRC) for the following: (a) a new 150-square-foot awning that will extend six feet from the building façade into the adjoining public right-of-way to provide all-weather protection and building enhancement; and (b) a new 32-square-foot, illuminated sign. On November 14, 2016, the Petitioner obtained TIRZ (Tax Increment Reinvestment Zone) funding in order to proceed with the erection of the proposed awning; City Council approval will be necessary in order to facilitate this action, however.

The RCDMP requires “quality materials” that “promote a sense of permanence” and that the “quality finished materials should be used.” The RCMDP Design Guidelines in the Historic City Center also have specific policies for canopies and awnings. “The use of awnings is encouraged, and awnings should fit in proportion to the module of the individual storefront rather than extending beyond a single bay. Awnings can also be placed over entries to give attention to them.” The proposed awning will be 25 feet in length, 6 feet in depth and ½-foot in depth. The awning will be painted blue (PPG #1154-7, Regatta Bay) and will be suspended approximately 8 feet above the sidewalk area by new cabled stanchions along the building parapet. Most of the building’s front facade will be repainted Burgundy Wine (PPG #1053-7), while pedestrian-level, waist-high horizontal banding (PPG #1014-5, Gray Violet) and thinner horizontal banding (PPG #1005-4, Slate Pebble) underneath the new signage will be included along the facade. The awning will be contain recessed lighting for pedestrians; no additional lighting is proposed. All outdoor seating appears to be confined to underneath the awning, which will correspond to the limits of the proposed easement. The proposed awning appears to be consistent with these policies and thereby meets the objectives of the RCMDP.

The existing sidewalk along South Chadbourne is approximately 15 feet wide, and the proposed awnings would project 6 feet over this sidewalk. Whereas the buildings are already established, it is unlikely that either roadway will ever be extended into the sidewalk area where the proposed awnings would be located. Lastly, the awnings will overhang from the building and will not be attached to the ground. Should this portion of right-of-way ever be required by the City, the awnings could be removed at that time without major cost to the owner, given that no structural supports would be affixed to the ground.

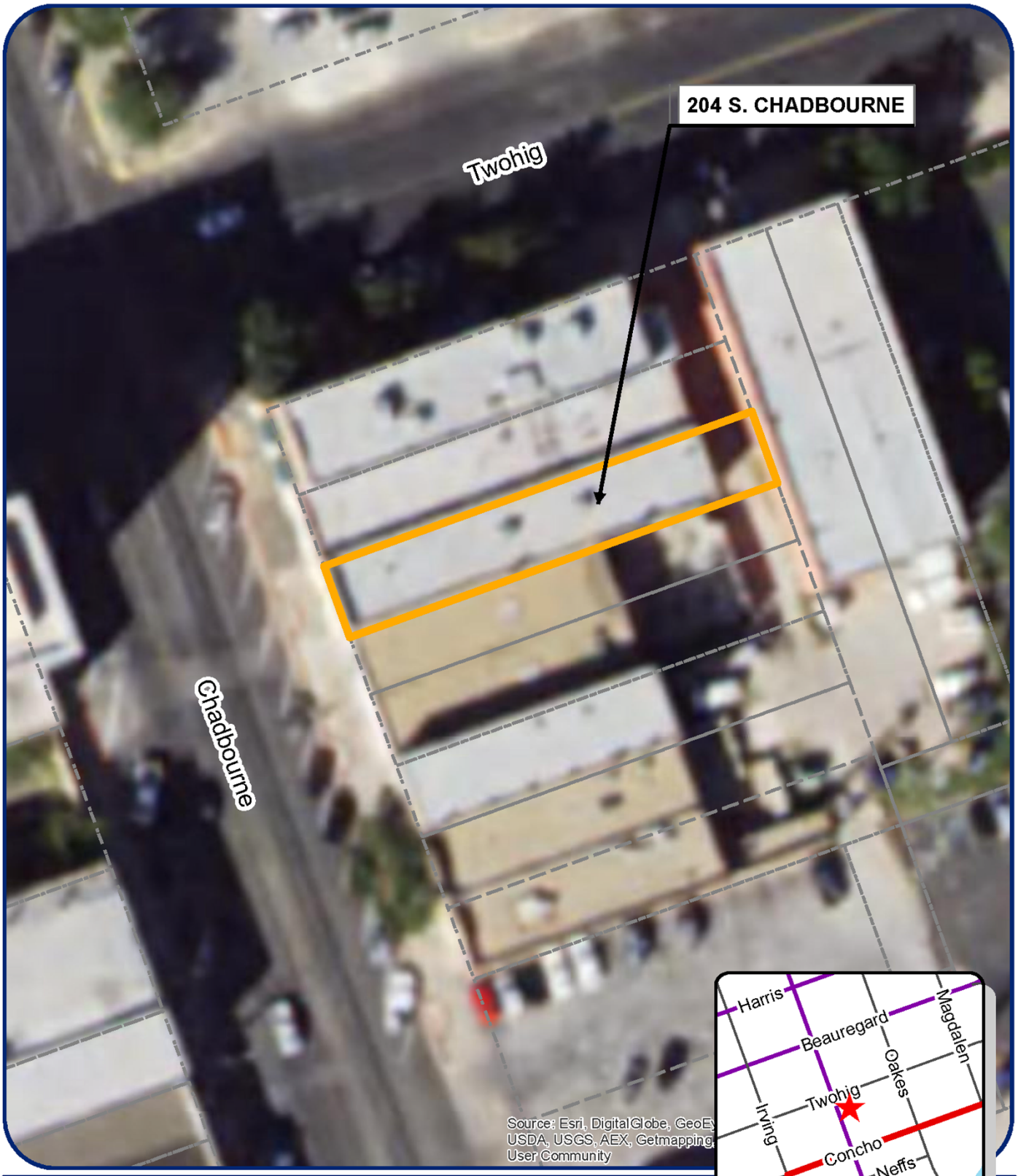
Action Requested:

Staff’s recommendation is for the City Council to **APPROVE** awnings along the front (north) and side (west) elevations of a building located at 135 West Twohig Avenue to extend into the public rights-of-way of West Twohig Avenue and South Randolph Street, **subject to the following Condition of Approval**:

1. The applicant shall enter into a Temporary Nonexclusive Sidewalk Use License Agreement with the City of San Angelo.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Building Elevations with Proposed Awnings Placement
Proposed Awning Diagram/Color Scheme
Site Photographs showing Façade Improvements
Proposed Awning Signage Design



City Council (1/17/2017 Mtg)

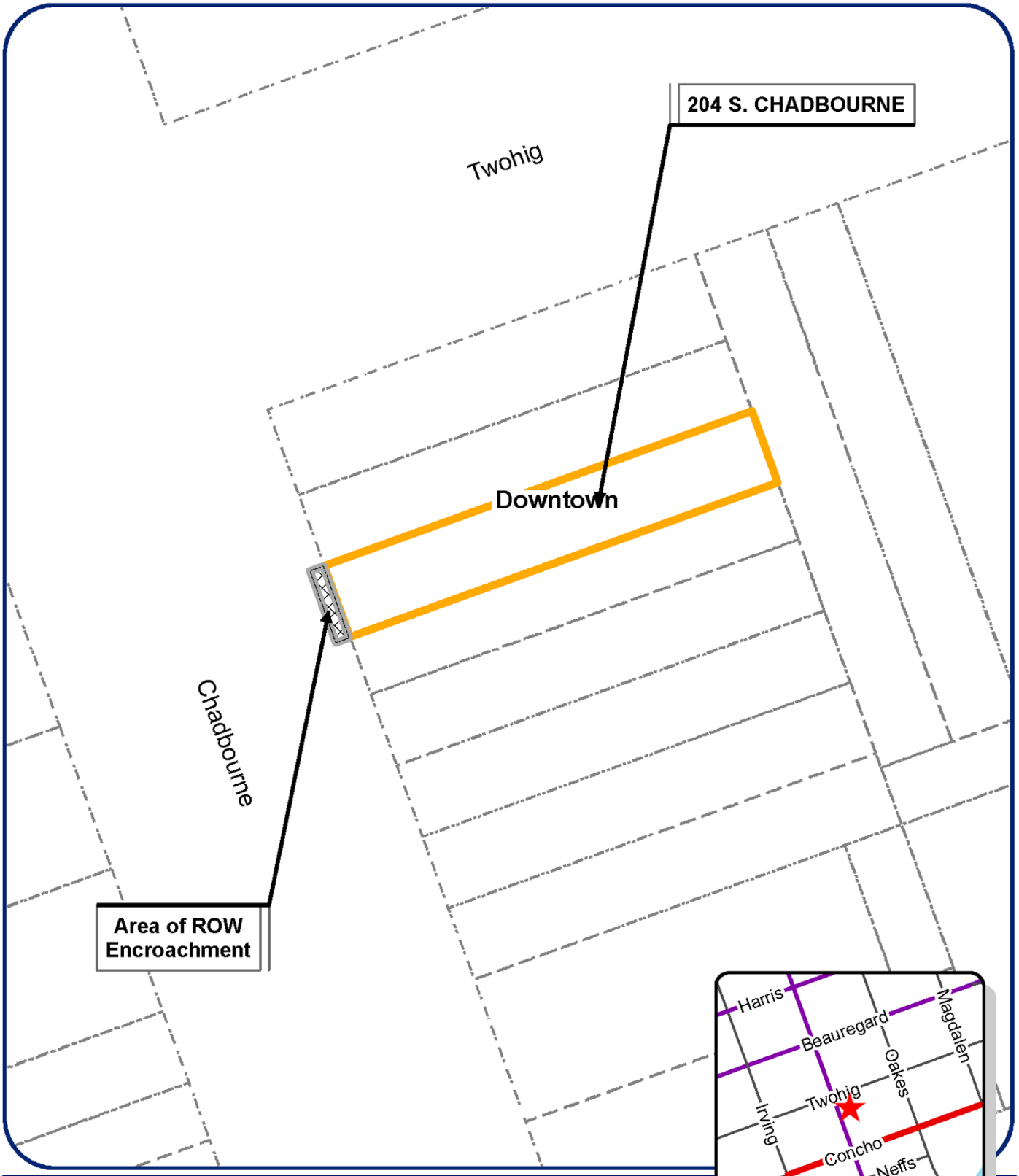
204 S. Chadbourne (Cuellar)

Council District: SMD#3 (Harry Thomas)
Neighborhood: Downtown
Scale: 1 inch :: 40 feet
Legal Descr:San Angelo Add'n, Blk 1, N25' of the S45', Lot 20; S25' of the N80' of the W½ , Lot 28

Legend

Subject Properties:
Current Zoning: CBD
Requested Zoning Change: N/A
Vision: Downtown

N



City Council (1/17/2017 Mtg)

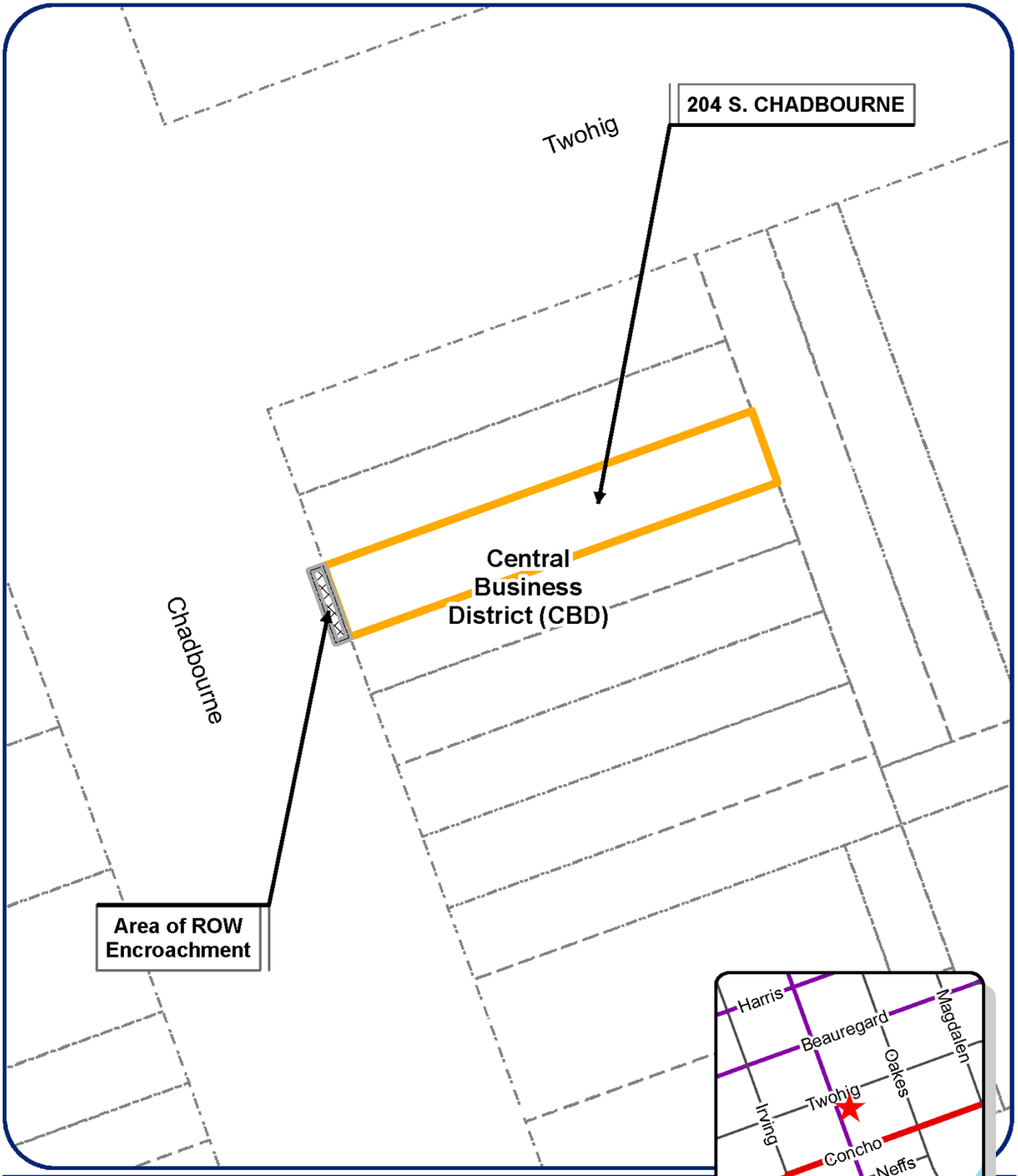
204 S. Chadbourne (Cuellar)

Council District: SMD#3 (Harry Thomas)
Neighborhood: Downtown
Scale: 1 inch :: 40 feet
Legal Descr:San Angelo Add'n, Blk 1, N25' of the S45', Lot 20; S25' of the N80' of the W½ , Lot 28

Legend

Subject Properties:
Current Zoning: CBD
Requested Zoning Change: N/A
Vision: Downtown

N



City Council (1/17/2017 Mtg)

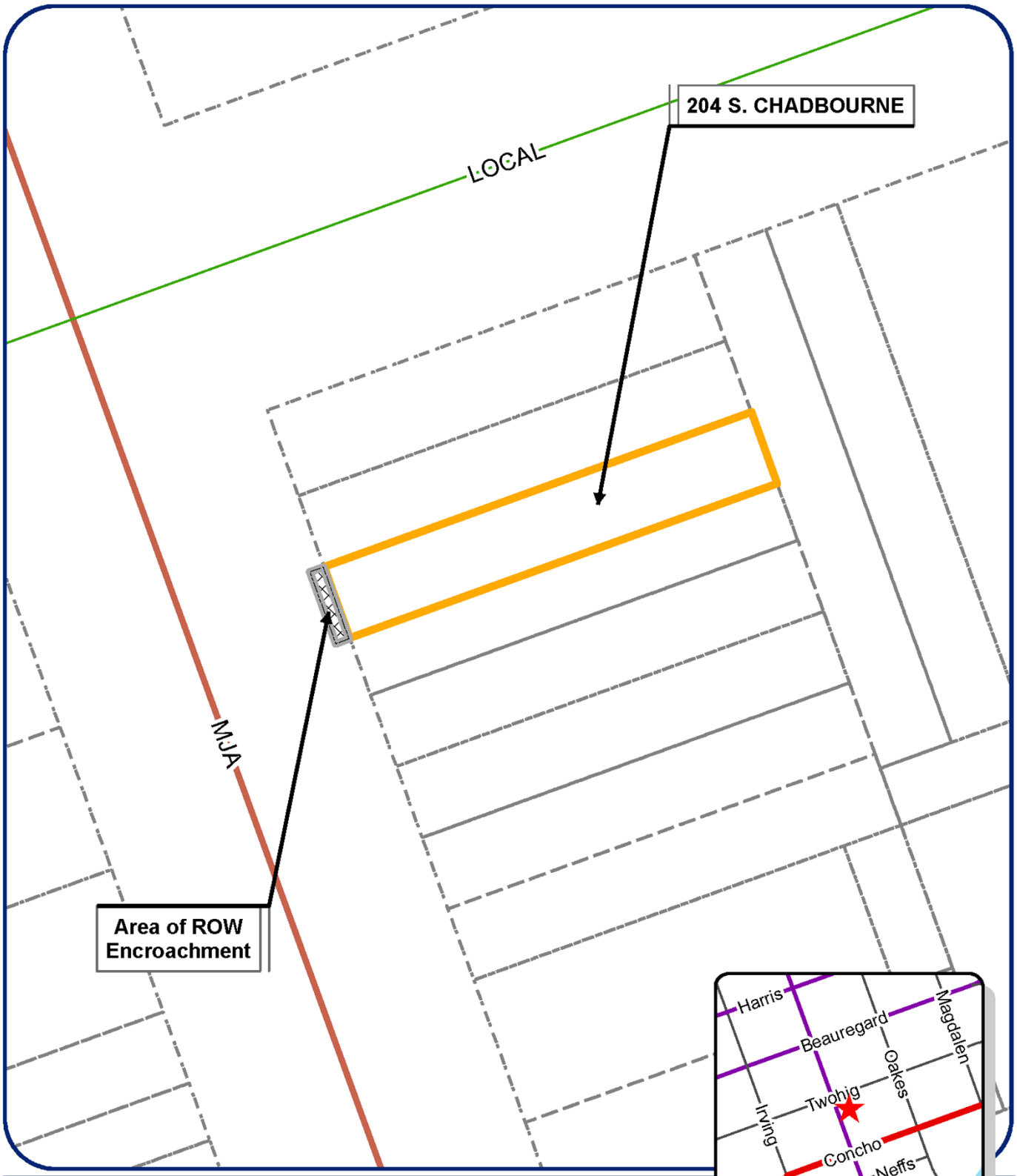
204 S. Chadbourne (Cuellar)

Council District: SMD#3 (Harry Thomas)
Neighborhood: Downtown
Scale: 1 inch :: 40 feet
Legal Descr:San Angelo Add'n, Blk 1, N25' of the S45', Lot 20; S25' of the N80' of the W½ , Lot 28

Legend

Subject Properties:
Current Zoning: CBD
Requested Zoning Change: N/A
Vision: Downtown

N



City Council (1/17/2017 Mtg)

204 S. Chadbourne (Cuellar)

Council District: SMD#3 (Harry Thomas)
Neighborhood: Downtown
Scale: 1 inch :: 40 feet
Legal Descr:San Angelo Add'n, Blk 1, N25' of the S45', Lot 20; S25' of the N80' of the W½ , Lot 28

Legend

Subject Properties:
Current Zoning: CBD
Requested Zoning Change: N/A
Vision: Downtown

N

Proposed Renovations, including New Awning

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS AUTHORIZING THE CITY MANAGER OR HIS DESIGINEE TO EXECUTE A TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT WITH SIMON CUELLAR, D.B.A. SWAGITO, LLC FOR AWNING AND OUTDOOR SEATING USE AT 204 SOUTH CHADBOURNE STREET AND SUCH OTHER INSTRUMENTS AS DEEMED NECESSARY OR CONVENIENT FOR CARRYING OUT SUCH PURPOSES; AND, FINDING A PUBLIC PURPOSE AND BENEFIT THEREIN

WHEREAS, Simon Cuellar, the Petitioner for license is the owner of certain real property commonly known as 204 South Chadbourne, San Angelo, Tom Green County, Texas; and,

WHEREAS, Petitioner would like to utilize a designated portion of the sidewalk right-of-way adjacent to the west façade of the building located at 204 South Chadbourne street for purposes of constructing and maintaining an awning over a portion of the sidewalk area and providing business-related outdoor seating within a portion of the sidewalk area under the awning; and,

WHEREAS, use of a designated portion of the sidewalk right-of-way along the east side of 204 South Chadbourne Street, adjacent to the west façade of the building, for the purposes of both constructing and maintaining an awning over a portion of the sidewalk area and providing business-related outdoor seating under the overhang would be beneficial to the overall redevelopment of Downtown San Angelo and the redevelopment of a portion of Block 1, San Angelo Addition; and,

WHEREAS, the proposed awning would serve as a favorable architectural element for the existing building and would provide a beneficial pedestrian amenity for both shelter and respite; and,

WHEREAS, there are no substandard pavement widths along this segment of roadway, each of which is categorized as a local street, and whereas there are no immediate or future plans to widen or modify this segment of roadway; and,

WHEREAS, the City Council has determined that the granting of the application for a temporary nonexclusive sidewalk use license for the purposes of both constructing and maintaining an awning over a portion of the sidewalk area and providing business-related outdoor seating along the building located at 204 South Chadbourne Street as described more particularly in **Exhibit A**, attached hereto, would be in the public interest and benefit:

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

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

2. The City Council of the City of San Angelo, Texas, hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, granting of the application made by Simon Cuellar for a temporary nonexclusive sidewalk use license for the purposes of both constructing and maintaining an awning over a portion of the sidewalk area and providing business-related outdoor seating within a portion of the sidewalk area adjacent to the west façade of the building located at 204 South Chadbourne Street, in compliance with all applicable State law and City ordinances, as described more particularly in **Exhibit "A"**, attached hereto and made a part hereof for all purposes.

3. The City Manager or his designee is hereby authorized to negotiate and execute on behalf of the City of San Angelo a Temporary Nonexclusive Sidewalk Use License Agreement with Simon Cuellar for the purposes herein set forth as described more particularly in **Exhibit "A"**, attached hereto, and such other instruments as may be necessary or convenient for carrying out such purposes.

PASSED and APPROVED THIS _____ DAY OF _____, 2017.

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

Attest:

_____
Bryan Kendrick, City Clerk

Approved As to Form:

_____
Theresa James, City Attorney

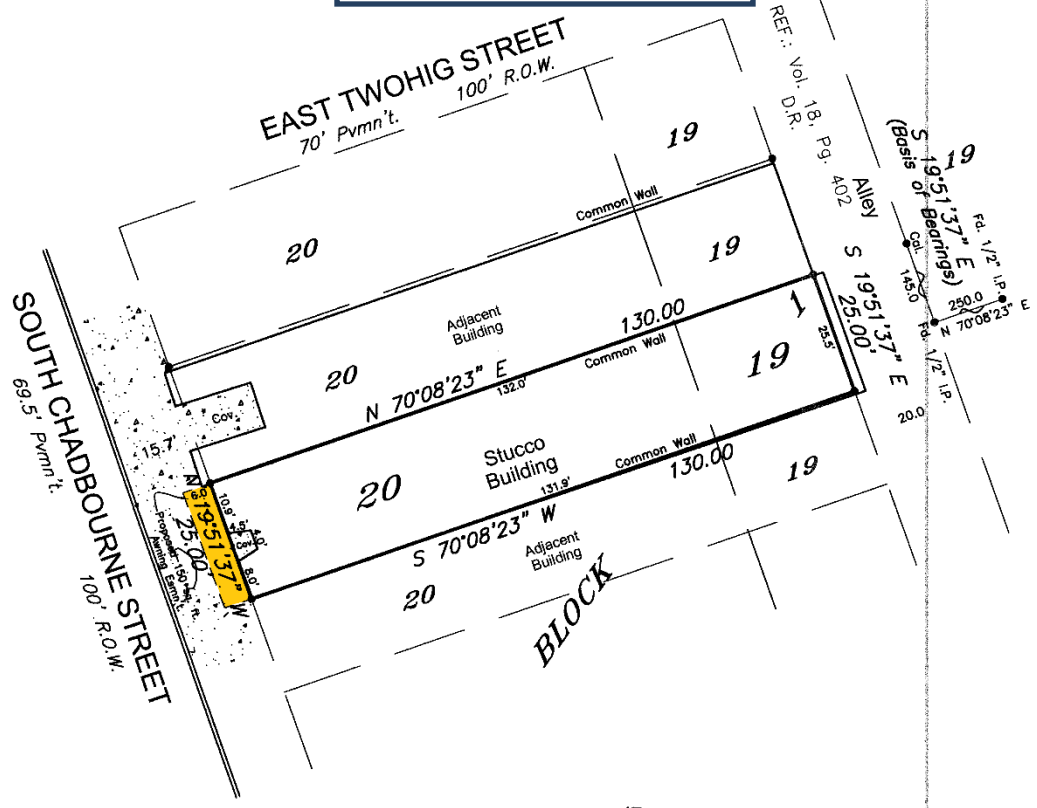
COPYRIGHT 2016

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

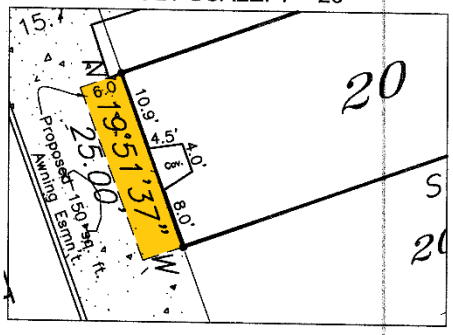
0 15 30 FEET 60 GRAPHIC SCALE 120

SKG ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT
706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.655.1288
FAX: 325.657.6189
FIRM NO. 10102400
www.skge.com

EXHIBIT "A"
(Affected area shown in ORANGE on survey map)



(Proposed Awning Easement)
INSET SCALE: 1"= 20'



SCALE: 1"= 30'

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

204 SOUTH CHADBOURNE STREET

PLAT SHOWING A SURVEY OF THE NORTH 25 FEET OF THE SOUTH 45 FEET OF LOT 20, AND THE SOUTH 25 FEET OF THE NORTH 80 FEET OF THE WEST HALF OF LOT 19, BLOCK 1, MAIN TOWN ADDITION, AND A PROPOSED 150 SQUARE FEET AWNING EASEMENT OUT OF SOUTH CHADBOURNE STREET RIGHT–OF–WAY, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.

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

This survey is prepared for the exclusive use and benefit of Simon Cuellar, Jr. Use of this survey by a third party may not be transferred or assigned. Not valid without the original signature and seal of a Registered Professional Land Surveyor.

Surveyed on the ground November 17, 2016.

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

STATE OF TEXAS REGISTERED RUSSELL T. GULLY 5636 PROFESSIONAL LAND SURVEYOR

dt

SKG ENGINEERING, LLC 706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903 325.655.1288

16–S–1381

FIELD NOTES

150 Square Feet (Awning Easement)

January 9, 2017
16-S-1381

Being an area of 150 Square Feet of land out of South Chadbourne Street right-of-way adjacent to Lot 20, Block 1, Main Town Addition, City of San Angelo, Tom Green County, Texas and said 150 Square Feet (Awning Easement) being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of this Easement in the west line of said Lot 20 and in the east right-of-way line of South Chadbourne Street and being 55.00 feet S. 19° 51' 37" E. from the northwest corner of said Lot 20;

Thence with the east line of this Easement and said South Chadbourne Street right-of-way and the west line of said Lot 20, S. 19° 51' 37" E. 25.00 feet to the southeast corner of this Easement;

Thence with the south line of this Easement and across said South Chadbourne Street right-of-way, S. S. 70° 08' 23" W. 6.00 feet to the southwest corner of this Easement;

Thence with the west line of this Easement, N. 19° 51' 37" W. 25.00 feet to the northwest corner of this Easement;

Thence with the north line of this Easement, N. 70° 08' 23" E. 6.00 feet to the place of beginning and containing an area of 150 Square Feet of land.

Bearings recited hereon are based on Texas Coordinate System NAD83 – Texas Central Zone by GPS observation.

See attached plat of Survey.

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

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL
LAND SURVEYOR

THE STATE OF TEXAS §

TOM GREEN COUNTY §

TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT FOR AWNINGS and OUTDOOR SEATING, hereinafter referred to as "License", effective the _____ day of _____2017, by and between the City of San Angelo, a home rule, municipal corporation of the State of Texas, hereinafter referred to as "Licensor" or "City", and Simon Cuellar, d.b.a Swagito, LLC, hereinafter referred to as "Licensee."

WITNESSETH:

That Licensor, for consideration of ten dollars ($10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant to Licensee the non-exclusive, temporary, revocable right, privilege and license to use that portion of sidewalk right-of-way adjacent to the west façade of the building located at 204 South Chadbourne Street as more particularly described and depicted in **Exhibit "A[d1],"** attached hereto and made a part hereof for all purposes (hereinafter "Licensed Premises").

1. Interest Conferred by this License: This License confers no exclusive possession or tenancy of Licensed Premises. The Licensees cannot exclude City from Licensed Premises. This License solely authorizes Licensee to the temporary use of Licensed Premises for the limited purposes set forth herein and for no other purpose. The parties hereby agree that the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on Licensed Premises and to use Licensed Premises, subject to the terms of this License. City retains dominion, possession and control of the Licensed Premises. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of any expenditure of funds by Licensee for improvements, construction, repairs, partitions, or alterations to Licensed Premises which may be authorized by City.

2. Licensed Use: Licensed Premises shall be used for the limited purpose of construction and maintenance of an awning over said Licensed Premises, including all support structures as depicted and described in **Exhibit "B,"** attached hereto and made a part hereof for all purposes. Any construction or installation shall be in accordance with a building permit for construction of said

awning issued by the City of San Angelo, Permits and Inspections Division. A seven foot (7') clearance shall be maintained over the sidewalk surface at all times to accommodate pedestrian use of the sidewalk right-of-way. The awning shall be suspended from support structures above the required clearance over the surface of the sidewalk. Exterior lighting shall be designed to reduce glare and spillover of illumination onto adjacent properties. The sidewalk area underneath the awning may be utilized by the licensee for seating and service related to the establishment occupying 204 South Chadbourne Street.

3. Term: The License shall commence on the effective date hereof and continue for a period of twenty (20) years to _____, 2037, at which time this License shall automatically terminate if not sooner terminated as herein provided.

4. Non-exclusive License: This license is non-exclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose.

5. Reservation of Right of Termination:

   (a) The City Council of the City of San Angelo reserves the right to terminate and cancel this License by resolution passed by said Governing Body upon a finding that the License is inconsistent with the public use of the Licensed Premises or whenever the purpose or use of the License is or has become a nuisance as determined in the discretion of the City Council, and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City shall not be held liable by reason thereof. The parties hereto concur that said resolution shall be final and shall not be subject to review by the Courts.

   (b) Notwithstanding the provisions of Paragraph 3 above, Licensee and Licensor shall each have the right of cancellation of this License upon giving the other party sixty (60) days written notice of the party's intention to cancel this License Agreement.

   (c) Upon expiration of the term of this License Agreement or upon earliertermination or cancellation by City or Licensee, this License Agreement shall become null and void and Licensee or anyone claiming any rights under this instrument shall remove, to the extent required by City, any or all improvements, appurtenances and encroachments owned by Licensee from the Licensed Premises at Licensee's expense, and shall restore the Licensed Premises to its condition at the effective date of this License Agreement at the sole cost of the Licensee. In the event that Licensee shall fail to remove its improvements, appurtenances and encroachments as required and to restore the Licensed Premises, City shall have the right but not the obligation to: do the necessary work to remove said improvements, appurtenances and encroachments; retain or dispose of such improvements

and appurtenances; restore the Licensed Premises to its condition at the effective date of this License, or to cause such work to be done; and assess reasonable allocated costs or the incurred cost of all such work against Licensee which assessment shall be the personal obligation of Licensee.

6. Fixtures: Licensee may install an awning and support structure for said awning as more particularly described on **Exhibit "B."** Licensee shall not install any additional permanent fixtures or appurtenances to said fixtures without first securing the written permission of City.

7. Codes, Ordinances and Regulations: Licensee shall comply with all applicable codes, ordinances and regulations of local, state and federal governments in the exercise of its use of the Licensed Premises. This requirement shall include, but not be limited to, compliance at all times with the Texas Architectural Barriers Act, Texas Accessibility Standards, Americans with Disabilities Act, as well as local ordinances and regulations relating to occupancy loads and unobstructed passage ways, entrances and exits.

8. Improvements and Maintenance: It is further understood that should the City, in the exercise of its discretion, determine that the grade of any street or sidewalk should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the Licensed Premises, Licensee's improvements or appurtenances thereon, or the use thereof by Licensee, City may proceed with such improvement or work without liability to Licensee. Further, any modifications or changes to Licensee's facilities in the licensed area or in construction or reconstruction of any public improvement attributable to Licensee's use of the licensed area and/or its installations and improvements shall be made at the sole expense of Licensee and to the satisfaction of City.

9. **INSURANCE AND INDEMNIFICATION**: At such time as this license is granted, it is agreed that Licensee shall hold harmless and indemnify City and procure and keep in full force and effect Insurance coverage of the kind and in the minimum amounts, all as set forth in **Exhibit "C,"** attached hereto and made a part hereof for all purposes, which provisions shall survive termination or expiration of the term of this License Agreement.

10. Reservations: This License is subject to any existing utilities or communication facilities, including drainage, presently located within or about the Licensed Premises, owned or operated by the City or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the Licensed Premises for facilities presently located within the boundaries of said Licensed Premises. No improvement or

appurtenance shall be constructed or placed upon, over or across the Licensed Premises in such a manner as to interfere with the operation of any utilities or communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any improvement or appurtenance which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the Licensed Premises. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any improvements or appurtenances which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the Licensed Premises for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of Licensee.

11. Successors and Assigns: The terms of this License shall be binding upon the Licensee and Licensee's permitted successors and assigns.

12. Non-assignable: This License may not be assigned by Licensee without the prior written approval from the City. The permitted assignee shall deliver a copy of the assignment, along with the assignee's written acceptance of the provisions of this License, to the Director of Community and Economic Development for the City of San Angelo, or his designee, within ten (10) days of such assignment. Should Licensee fail to obtain prior written approval for assignment of this License or fail to provide the City with the required written acceptance and a copy of the assignment as provided, the Director of Community and Economic Development, or his designee, may terminate this License without notice.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused License to be executed in duplicate and intend to be legally bound thereby.

LICENSOR:
CITY OF SAN ANGELO

BY: _____
Daniel Valenzuela, City Manager

ATTEST:

Date: _____, 2017

_____
Bryan Kendrick, City Clerk

LICENSEE:
SIMON CUELLAR, D.B.A. SWAGITO, LLC

_____
Simon Cuellar

Date: _____, 2017

STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by Daniel Valenzuela, City Manager of the CITY OF SAN ANGELO, a Texas home rule municipal corporation, on behalf of said corporation pursuant to resolution of its governing body.

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by SIMON CUELLAR, Property Owner and Petitioner.

_____
Notary Public, State of Texas

TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT BETWEEN CITY OF SAN ANGELO AND SIMON CUELLAR

APPROVED AS TO FORM:

_____
Dan T. Saluri, Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Jon James, AICP
Director – Planning & Development Services

APPROVED AS TO INSURANCE REQUIRMENTS:

_____
Charles Hagen, Risk Manager

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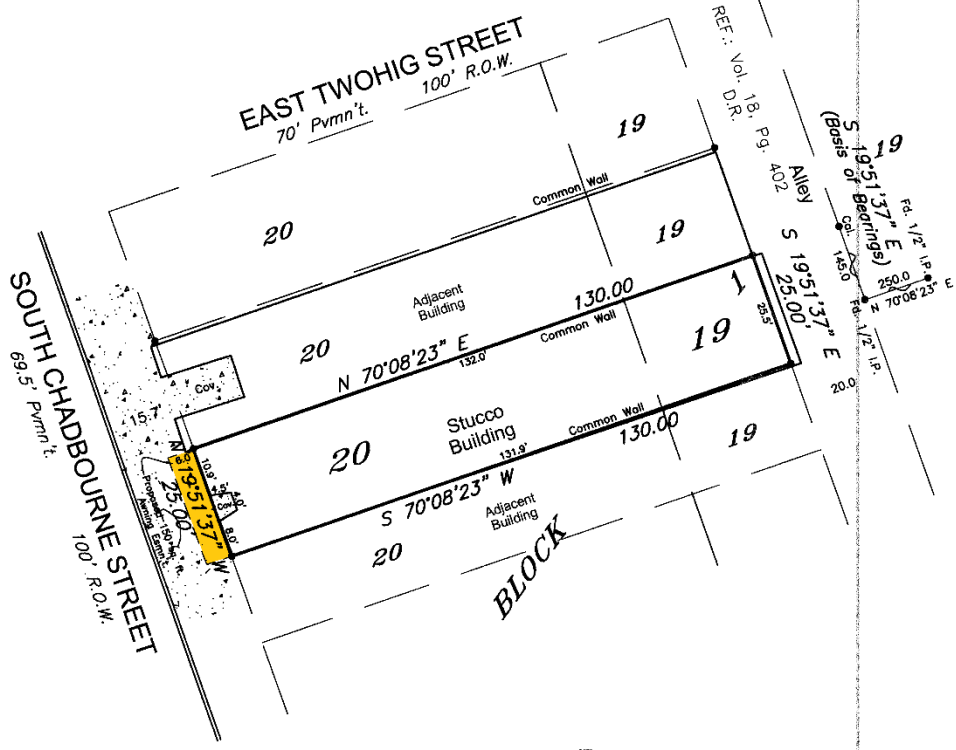
THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL.

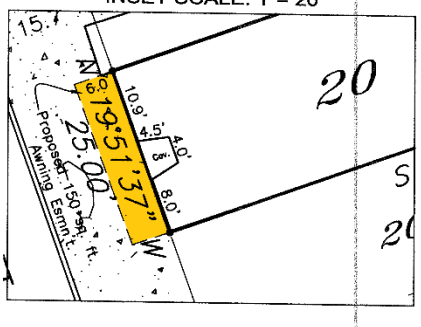
0 15 30 FEET 60 GRAPHIC SCALE 120

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

EXHIBIT "A"
SURVEY MAP



(Proposed Awning Easement)
INSET SCALE: 1"= 20'



SCALE: 1"= 30'

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

204 SOUTH CHADBOURNE STREET

PLAT SHOWING A SURVEY OF THE NORTH 25 FEET OF THE SOUTH 45 FEET OF LOT 20, AND THE SOUTH 25 FEET OF THE NORTH 80 FEET OF THE WEST HALF OF LOT 19, BLOCK 1, MAIN TOWN ADDITION, AND A PROPOSED 150 SQUARE FEET AWNING EASEMENT OUT OF SOUTH CHADBOURNE STREET RIGHT–OF–WAY, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.

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

This survey is prepared for the exclusive use and benefit of Simon Cuellar, Jr. Use of this survey by a third party may not be transferred or assigned. Not valid without the original signature and seal of a Registered Professional Land Surveyor.

Surveyed on the ground November 17, 2016.

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL LAND SURVEYOR

dt

SKG ENGINEERING, LLC 706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903 325.655.1288 16–S–1381

FIELD NOTES

150 Square Feet (Awning Easement)

January 9, 2017
16-S-1381

Being an area of 150 Square Feet of land out of South Chadbourne Street right-of-way adjacent to Lot 20, Block 1, Main Town Addition, City of San Angelo, Tom Green County, Texas and said 150 Square Feet (Awning Easement) being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of this Easement in the west line of said Lot 20 and in the east right-of-way line of South Chadbourne Street and being 55.00 feet S. 19° 51' 37" E. from the northwest corner of said Lot 20;

Thence with the east line of this Easement and said South Chadbourne Street right-of-way and the west line of said Lot 20, S. 19° 51' 37" E. 25.00 feet to the southeast corner of this Easement;

Thence with the south line of this Easement and across said South Chadbourne Street right-of-way, S. S. 70° 08' 23" W. 6.00 feet to the southwest corner of this Easement;

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Thence with the north line of this Easement, N. 70° 08' 23" E. 6.00 feet to the place of beginning and containing an area of 150 Square Feet of land.

Bearings recited hereon are based on Texas Coordinate System NAD83 – Texas Central Zone by GPS observation.

See attached plat of Survey.

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

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"
PROPOSED AWNING DESIGN and COLOR

EXHIBIT "C"

TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT
INSURANCE REQUIREMENTS

1. INDEMNIFICATION.

1.1 GENERAL INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF LICENSEE OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF LICENSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LICENSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LICENSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LICENSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

1.2 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF LICENSEE IN PERFORMING UNDER THIS CONTRACT.

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Licensee for the purpose of complying with this Contract.

2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas. Provider shall, at all times during the term hereof, maintain such insurance coverage with insurers licensed to do business in Texas, as may be required by City, of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes. Every policy required shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Provider. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the term of this License Agreement without thirty (30) calendar days prior written notice to City.

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Licensee, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

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

2.1.4 Certificates of Insurance. At or before the time of execution of this License Agreement, Licensee shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Licensee and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 W College Avenue, San Angelo, Texas 76903.

2.1.5 Licensee's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Licensee's liability or as a full performance on its part of the indemnification provisions of this License Agreement. Licensee's obligations are,

notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Licensee to maintain adequate coverage shall not relieve Licensee of any contractual responsibility or obligation.

2.1.6 Sub-Licensees' Insurance. Licensee shall cause each Sub-Licensee and Sub-Sub-Licensee of Licensee to purchase and maintain insurance of the types and in the amounts specified herein. Licensee shall require Sub-Licensees and Sub-sub-Licensees to furnish copies of certificates of insurance to Licensor's Risk Manager evidencing coverage for each Sub-Licensee and Sub-Sub-Licensee.

2.2 Types and Amounts of Insurance Required. Licensee shall obtain and continuously maintain in effect at all times during the term of this License Agreement, at Licensee's sole expense, insurance coverages as follows with limits not less than those set forth below. All such insurance shall provide for primary coverage:

2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Licensee and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Licensee's employees) and damage to property of the City or others arising out of the act or omission of the Licensee or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Licensee under the paragraph of this Contract entitled "Indemnification." Coverage shall not be less than:

$ 2,000,000.00	General Aggregate
$ 1,000,000.00	Each Occurrence

2.2.2 Liquor Liability. In the event Licensee plans to distribute, serve, or sell alcoholic beverages, the Licensee shall obtain Liquor Liability coverage in the amount indicated below. The insurance shall protect the Licensee and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Licensee's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be no less than:

$1,000,000.00	Combined Single Limit, each occurrence

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0 15 30 FEET 60 GRAPHIC SCALE 120

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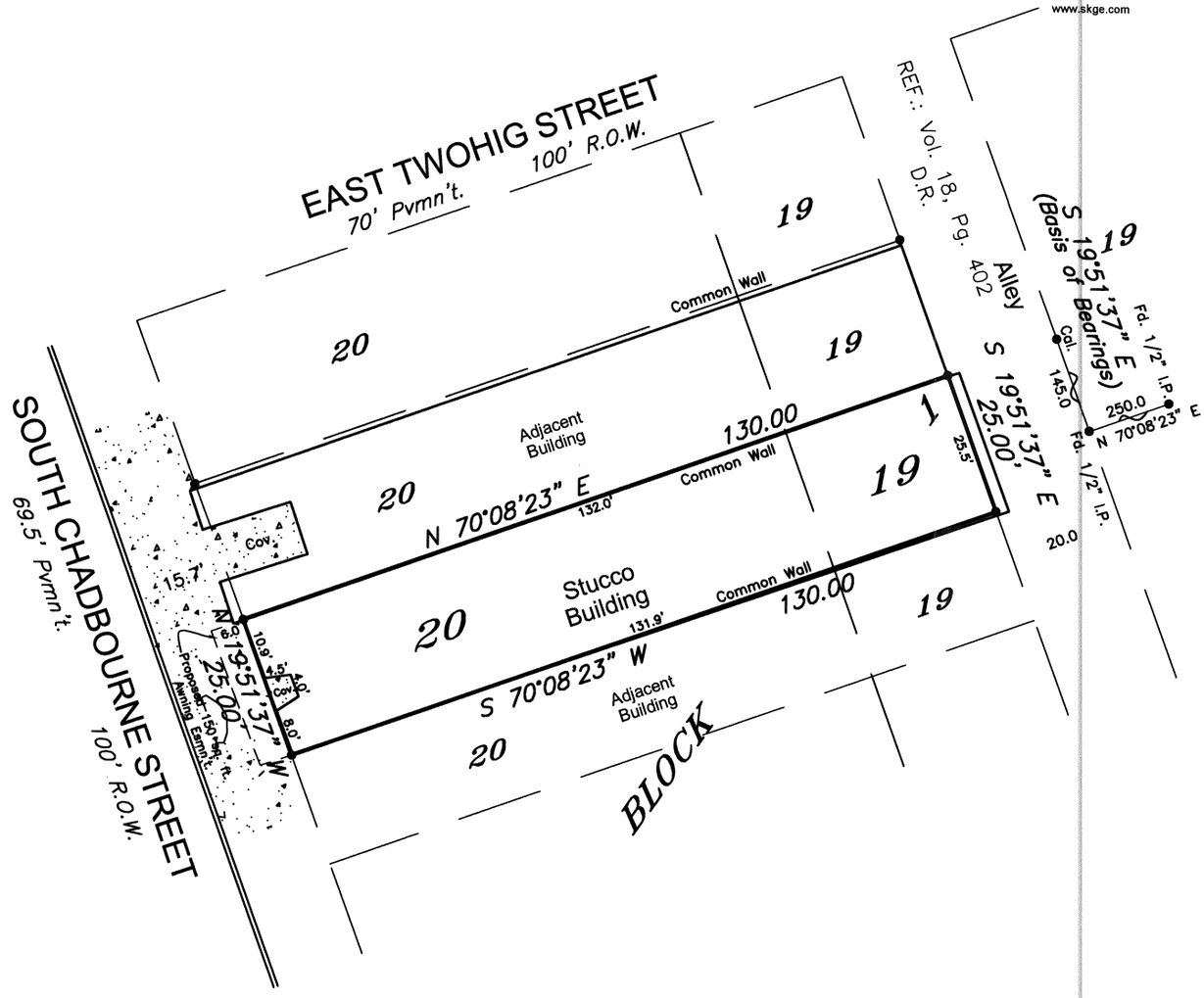
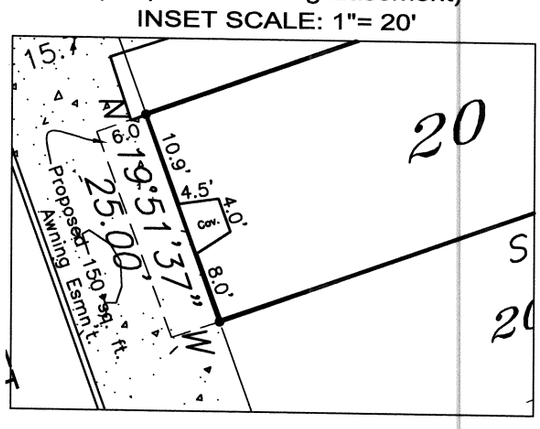


(Proposed Awning Easement)
INSET SCALE: 1"= 20'



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204 SOUTH CHADBOURNE STREET

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This survey is prepared for the exclusive use and benefit of Simon Cuellar, Jr. Use of this survey by a third party may not be transferred or assigned. Not valid without the original signature and seal of a Registered Professional Land Surveyor.

Surveyed on the ground November 17, 2016.

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

STATE OF TEXAS
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RUSSELL T. GULLY
5636
PROFESSIONAL LAND SURVEYOR

dt

FIELD NOTES

150 Square Feet (Awning Easement)

January 9, 2017
16-S-1381

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See attached plat of Survey.

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

STATE OF TEXAS
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RUSSELL T. GULLY
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PROFESSIONAL
LAND SURVEYOR

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager, or designee, to negotiate and execute a Non-Exclusive Aerial Easement Appurtenant to allow for encroachments into the public right-of-way adjacent to property located at 135 West Twohig Avenue. (J. James)

Summary/History:

On February 18, 2016, the Petitioner obtained DHRC approval to remodel the existing building's exterior (RE: RCC15-33). The approval will facilitate an adaptive reuse of the interior to multi-tenant, retail and office space and restore the exterior of the building to resemble its 1931 appearance, using materials consistent with "period construction." On October 20, 2016, the DHRC approved an amendment to RCC15-33 that would allow the installation of awnings over a public sidewalk along the building's West Twohig and South Randolph elevations and tenant identification signage on each awning. The approval is subject to two (2) Conditions:

1. The Petitioner shall obtain any necessary Building and Sign Permits from the Permits and Inspections Division. Colors, materials, and location for both signs and awnings shall be consistent with the renderings approved by the Design and Historic Review Commission.

2. The applicant shall be required to obtain approval from the City Council for any encroachments into the public right-of-way prior to obtaining any permits.

The applicant has recently submitted an application in accordance with Condition number two (2); the submittal includes a letter of intent, survey, elevations, and metes-and-bounds description of the canopy area in the right-of-way.

The RCDMP requires "quality materials" that "promote a sense of permanence" and that the "quality finished materials should be used." The RCMDP Design Guidelines in the Historic City Center also have specific policies for canopies and awnings. "The use of awnings is encouraged, and awnings should fit in proportion to the module of the individual storefront rather than extending beyond a single bay. Awnings can also be placed over entries to give attention to them." Open awnings consisting of durable fabric that is colored Hunter Green and supported by black metal spears are proposed to be affixed along, and projecting from, the building's front (West Twohig) and west side (South Randolph) facades. Awnings will be located directly above each storefront entrance and underneath the row of transom windows to clearly distinguish each individual tenant while providing an attractive entry feature. The proposed lettering to be affixed to each awning will consist of adhesive individual white lettering in New Times Roman font that complements the proposed green background, with each awning containing up to 50 square feet in area. The color and design should work well against the building's existing unpainted brick color and texture. A total of five awnings along West Twohig will be installed, with the remaining awning to be installed along South Randolph, in anticipation that such installations will lend a visual "pop" to each storefront as well as the overall building elevation. The proposed awnings appear to be consistent with these policies and thereby meets the objectives of the RCMDP.

The existing sidewalks along West Twohig and South Randolph are approximately 15 feet wide, and the proposed awnings would project 4 feet over this sidewalk. Whereas the buildings are already established, it is unlikely that either roadway will ever be extended into the sidewalk area where the proposed awnings would be located. Lastly, the awnings will overhang from the building and will not be attached to the ground. Should this portion of right-of-way ever be required by the City, the awnings could be removed at that time without major cost to the owner, given that no structural supports would be affixed to the ground.

Financial Impact:

N/A

Other Information/Recommendation:

Staff's recommendation is for the City Council to APPROVE awnings along the front (north) and side (west) elevations of a building located at 135 West Twohig Avenue to extend into the public rights-of-way of West Twohig Avenue and South Randolph Street, subject to the following Condition of Approval:

1. The applicant shall enter into a Nonexclusive Aerial Easement Agreement with the City of San Angelo.

Attachments:

1.	Staff Report	PL_BROOKS_MEMO.docx
2.	Non-Exclusive Aerial Easement Appurtenant	BROOKS_AERIAL_ESMT.docx
3.	Draft Resolution	BROOKS_AWNING_ESMT_RESOLUTION.docx
4.	Exhibit "A"	EX-A_Field Notes and Survey.pdf

Presentation:

Jon James

Approvals/Reviews:

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

STAFF REPORT

Meeting: January 17, 2017

To: Mayor and City Council

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

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

Request: Approval for awnings along the front (north) and side (west) elevations of a building located at 135 West Twohig Avenue to extend into the public rights-of-way of West Twohig Avenue and South Randolph Street

Location: 135 West Twohig Avenue (Downtown San Angelo).

Legal Description: Being an area of 483 square feet of land within the public rights-of-way (sidewalk) of West Twohig Avenue and South Randolph Street, adjoining Lots 11 and 12, Block 10, Main Town, City of San Angelo, Tom Green County, Texas

General Information

Future Land Use:	Downtown
Zoning:	Central Business District (CBD)
Existing Land Use:	Sidewalk within West Twohig Avenue and South Randolph Street public rights-of-way.

Surrounding Zoning/Land Use:

North:	Central Business District (CBD)	San Angelo Abstract Co./Law Offices
West:	Neighborhood Commercial (CN)	Farmer's Group Insurance
South:	Central Business District (CBD)	West Texas Fire
East:	Central Business District (CBD)	AAA Loan Company

District: SMD#3 – Harry Thomas

Neighborhood: Downtown

Thoroughfares/Streets: Per the Major Thoroughfare Plan, West Twohig and South Randolph are each classified as a "Local Street." This type of roadway carries light neighborhood traffic at low speeds, and requires a right-of-way width of 50 feet and a paving width of 36 feet for existing streets. The existing rights-of-way width of these roadways is 98 feet, and their existing pavement width is 68 feet, which complies with the MTP. The proposed awning would be located within the existing sidewalk.

History and Background:

On February 18, 2016, the Petitioner obtained DHRC approval to remodel the existing building's exterior (RE: RCC15-33). The approval will facilitate an adaptive reuse of the interior to multi-tenant, retail and office space and restore the exterior of the building to resemble its 1931 appearance, using materials consistent with "period construction." On October 20, 2016, the DHRC approved an amendment to RCC15-33 that would allow the installation of awnings over a public sidewalk along the building's West Twohig and South Randolph elevations and tenant identification signage on each awning. The approval is subject to two (2) Conditions:

1. The Petitioner shall obtain any necessary Building and Sign Permits from the Permits and Inspections Division. Colors, materials, and location for both signs and awnings shall be consistent with the renderings approved by the Design and Historic Review Commission.

2. The applicant shall be required to obtain approval from the City Council for any encroachments into the public right-of-way prior to obtaining any permits.

The applicant has recently submitted an application in accordance with Condition number two (2); the submittal includes a letter of intent, survey, elevations, and metes-and-bounds description of the canopy area in the right-of-way.

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The existing sidewalks along West Twohig and South Randolph are approximately 15 feet wide, and the proposed awnings would project 4 feet over this sidewalk. Whereas the buildings are already established, it is unlikely that either roadway will ever be extended into the sidewalk area where the proposed awnings would be located. Lastly, the awnings will overhang from the building and will not be attached to the ground. Should this portion of right-of-way ever be required by the City, the awnings could be removed at that time without major cost to the owner, given that no structural supports would be affixed to the ground.

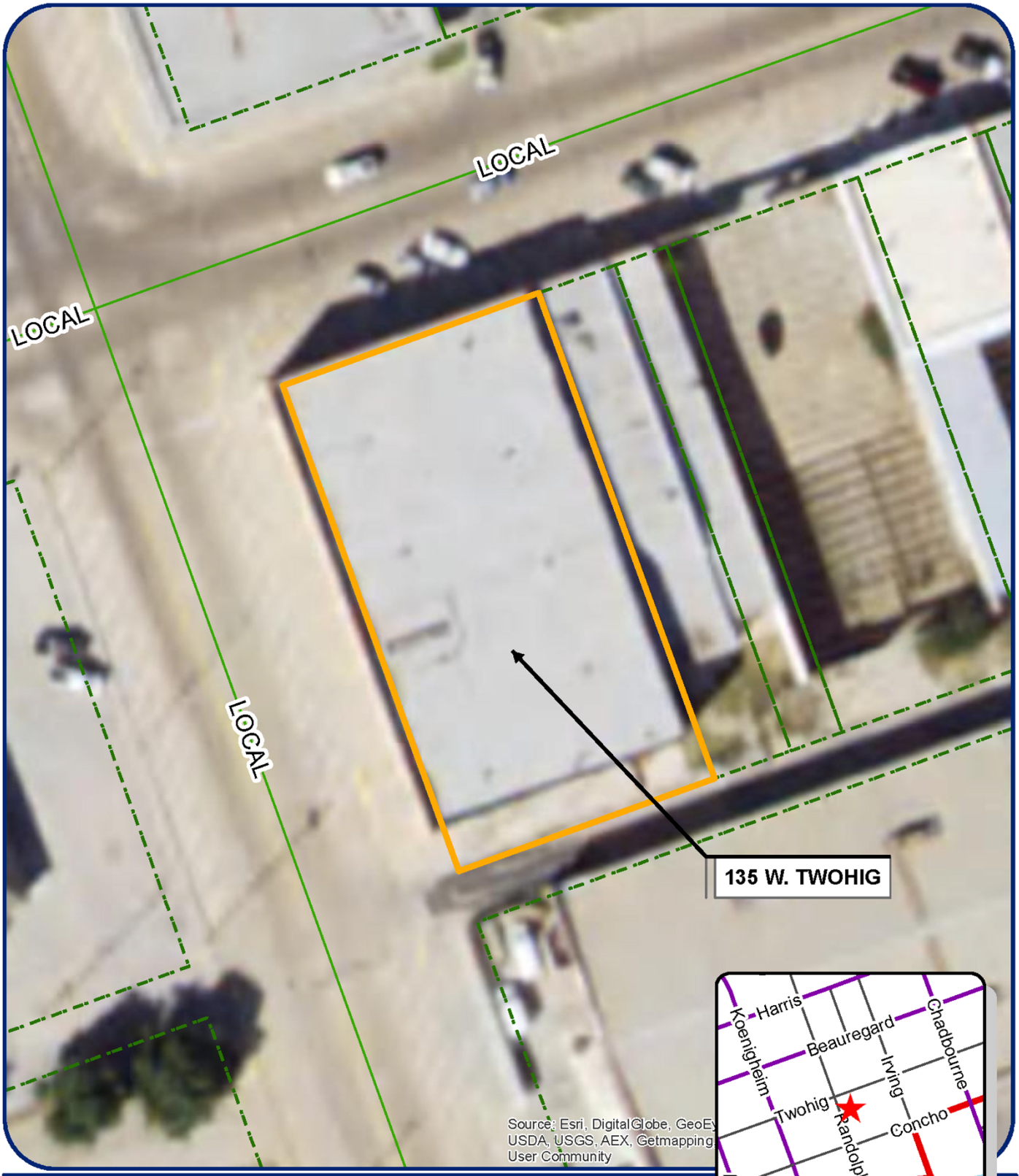
Action Requested:

Staff's recommendation is for the City Council to **APPROVE** awnings along the front (north) and side (west) elevations of a building located at 135 West Twohig Avenue to extend into the public rights-of-way of West Twohig Avenue and South Randolph Street, **subject to the following Condition of Approval**:

1. The applicant shall enter into a Nonexclusive Aerial Easement Appurtenant with the City of San Angelo.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Building Elevations with Proposed Awnings Placement
Proposed Awning Diagram/Color Scheme
Site Photographs showing Façade Improvements
Proposed Awning Signage Design



City Council Mtg - 1/17/2017

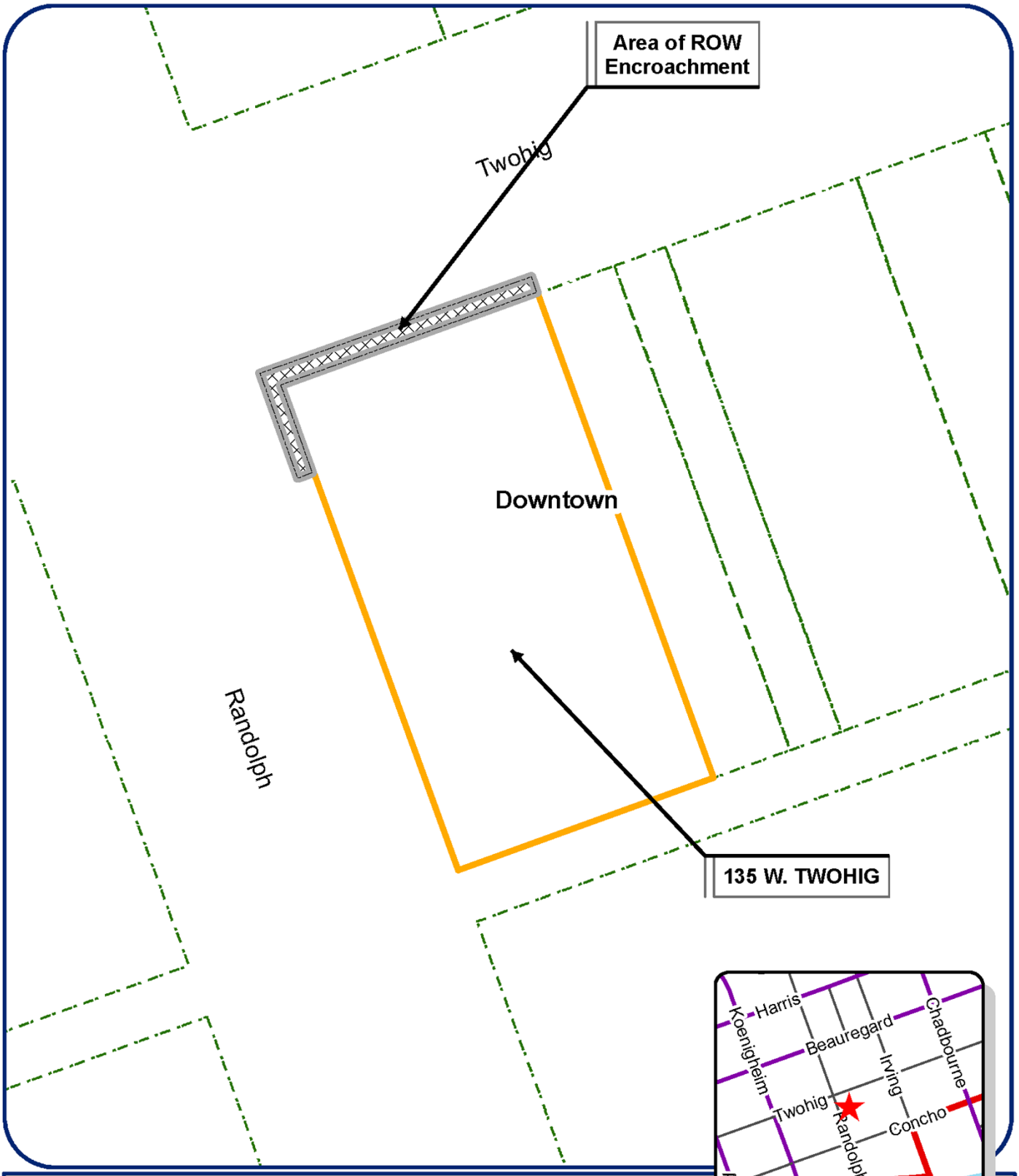
135 W. Twohig (Brooks)

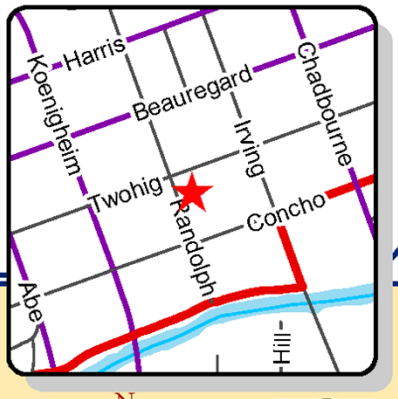
Council District: SMD#3 (Harry Thomas)
Neighborhood: Downtown
Scale: 1 inch :: 50 feet
Legal Description(s): Lots 11 & 12, Blk 10, San Angelo Add'n

Legend

Subject Properties:
Current Zoning: CBD
Requested Zoning Change: N/A
Vision: Downtown

N





N

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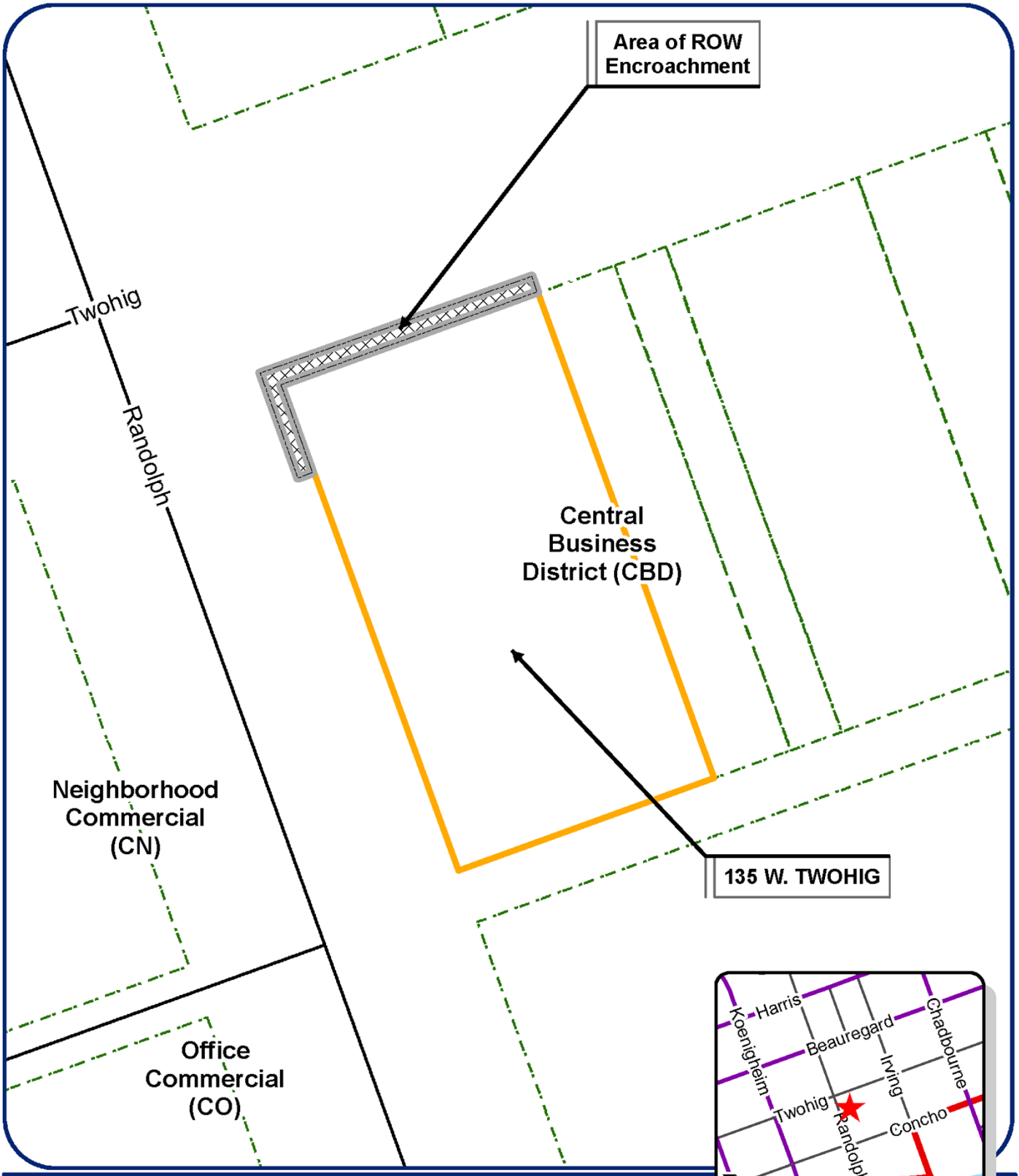
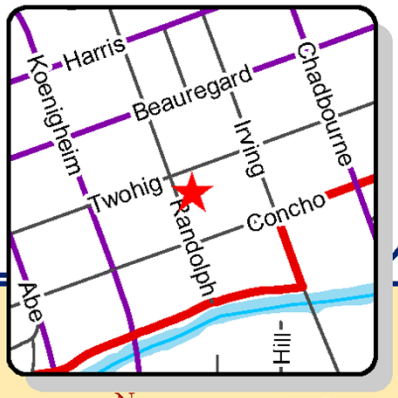
Vision: Downtown





N

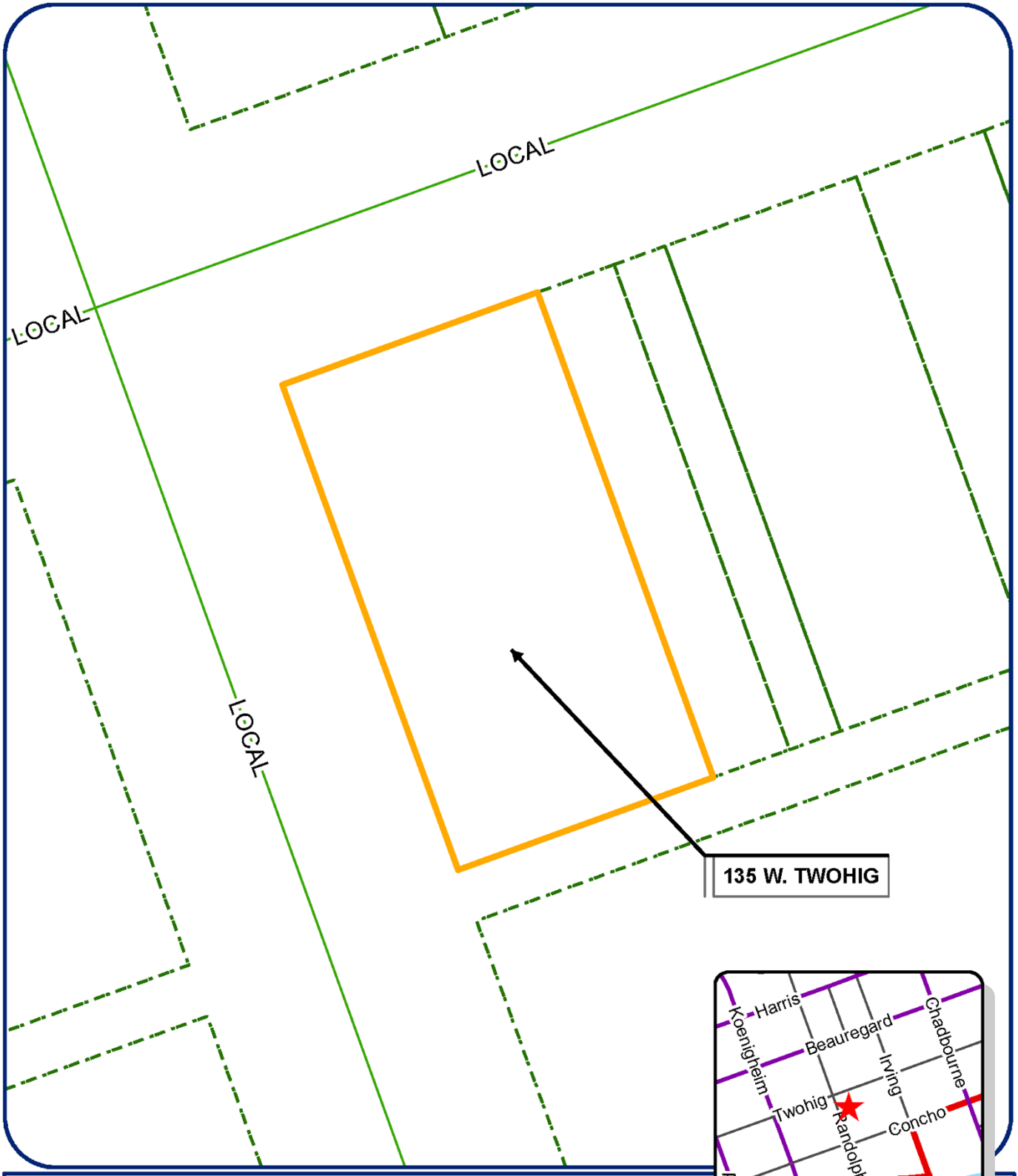
City Council Mtg - 1/17/2017

135 W. Twohig (Brooks)

Council District: SMD#3 (Harry Thomas)
Neighborhood: Downtown
Scale: 1 inch :: 50 feet
Legal Description(s): Lots 11 & 12, Blk 10, San Angelo Add'n

Legend

Subject Properties:
Current Zoning: CBD
Requested Zoning Change: N/A
Vision: Downtown



City Council Mtg - 1/17/2017

135 W. Twohig (Brooks)

Council District: SMD#3 (Harry Thomas)
Neighborhood: Downtown
Scale: 1 inch :: 50 feet
Legal Description(s): Lots 11 & 12, Blk 10, San Angelo Add'n

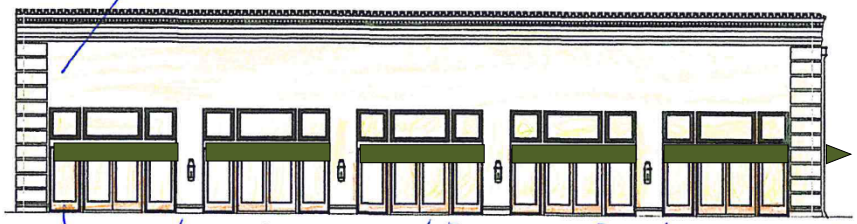
Legend

Subject Properties:
Current Zoning: CBD
Requested Zoning Change: N/A
Vision: Downtown

N

Color Drawing

Color: "Perla, blend 51, Confederate"

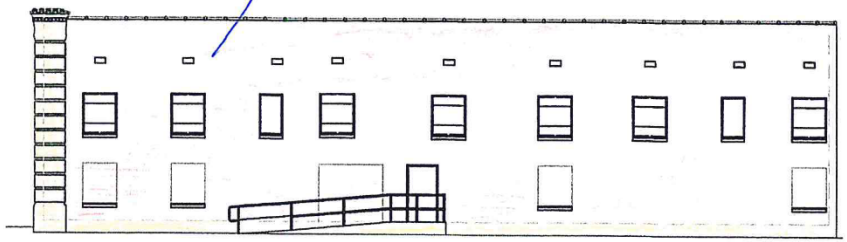


Window Frames & Doors: Dark Bronze

A NORTH BUILDING ELEVATION

SCALE: 1/16" = 1'-0"

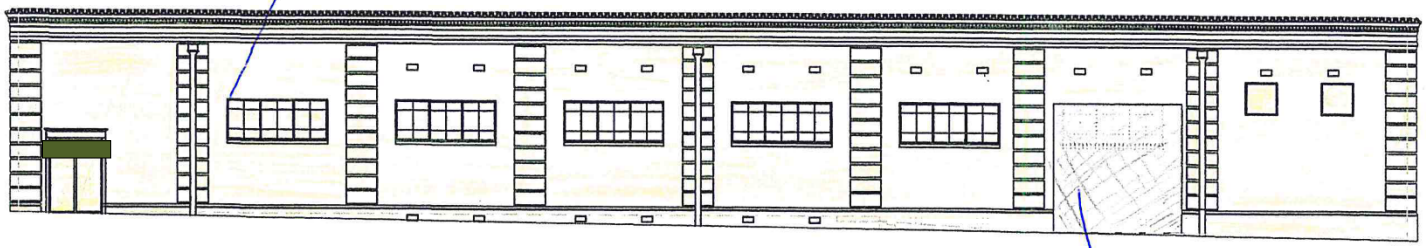
Color: "Cherry Red Smooth



B SOUTH BUILDING ELEVATION

SCALE: 1/16" = 1'-0"

Existing window Frames, color: "Amber White"



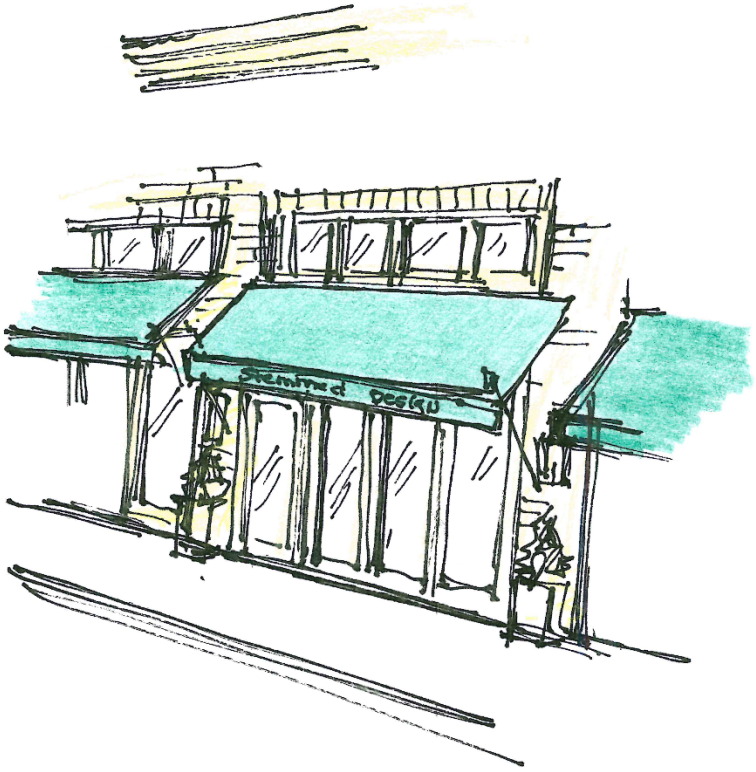
Garage Door: "Brown"

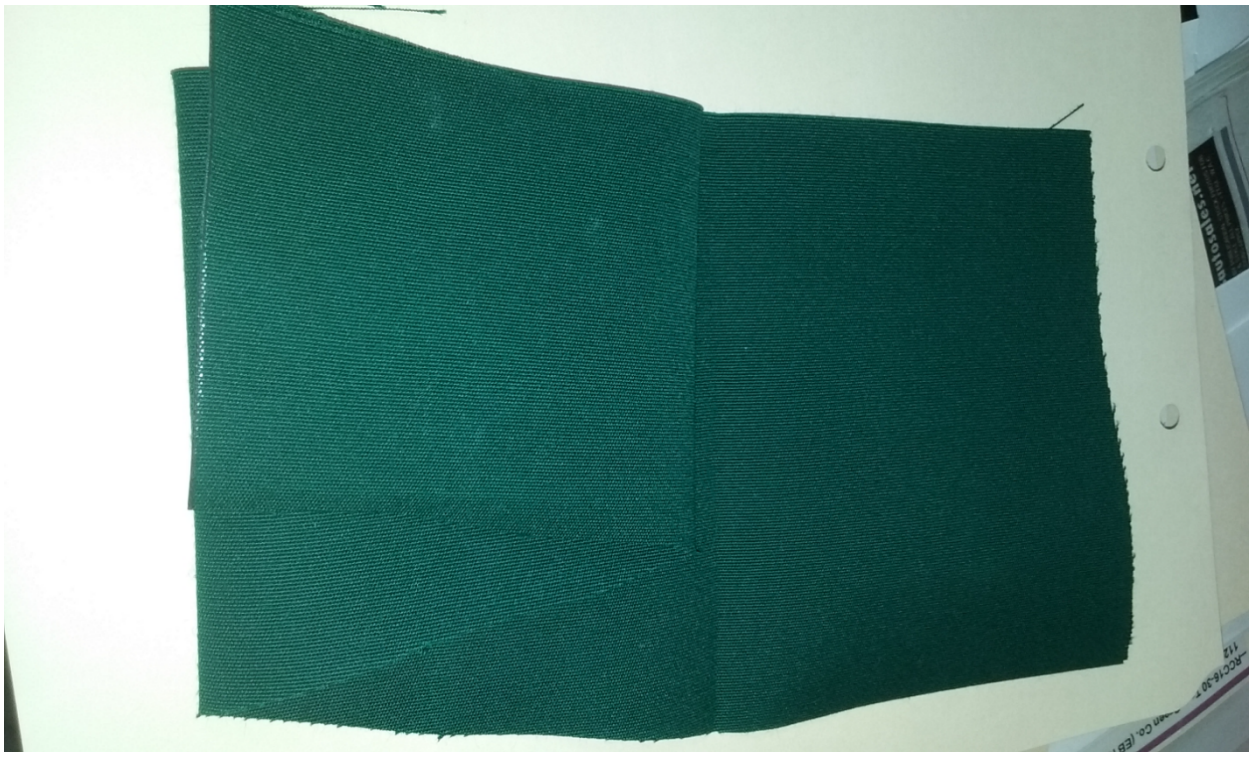
C WEST BUILDING ELEVATION

SCALE: 1/16" = 1'-0"

FOR DEMONSTRATION and LOCATIONAL REFERENCE PURPOSES ONLY

ACTUAL DESIGN OR COLOR OF AWNINGS NOT DEPICTED ON THIS DIAGRAM


Stained Design



FOR DEMONSTRATION and LOCATIONAL REFERENCE PURPOSES ONLY
NOT ACTUAL DESIGN OR COLOR OF AWNINGS

Proposed Mercantile Building Awning/Signage

Business Name Here

Color: Hunter Green

Font: Times

Font Color: White

B3

CONOLY O. BROOKS, III

October 11, 2016

LETTER OF INTENT

I propose to construct 5 canopies, 48" x 152", at 135 W. Twohig (suites: A,B,C,D,E). And 1 canopy 48" x 90", at the NW corner of South Randolph; where South Randolph and 135 W. Twohig intersect, as per specification.

Thank you,

Conoly O. Brooks III

P. O. Box 60673 • San Angelo, TX 76906

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

NONEXCLUSIVE AERIAL EASEMENT APPURTENANT
FOR ENCROACHMENT OF AWNING STRUCTURES

Date:_____, 2017

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

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

Grantee: CONOLY O. BROOKS III, owner of the property located at 135 West Twohig Avenue and identified as Lots 11 and 12, Block 10, San Angelo Addition.

Grantee's Mailing Address: P. O. Box 60673, San Angelo, Tom Green County, Texas 76906

Dominant Estate Property: Lots 11 and 12, Block 10, San Angelo Addition, Tom Green County, Texas.

Subservient Property: Being +/-483.00 square feet located within both the West Twohig Avenue and South Randolph Street public street rights-of-way adjacent and parallel to the west boundary line of Lot 11 and the north boundary line of 12, Block 10, San Angelo Addition, Tom Green County, Texas, as more particularly described and depicted in **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as the "Easement Property").

Aerial Easement: That certain vertical air space having a bottom plane to be **seven feet** above the surface of the Easement Property and continuing upward and encompassing all the airspace above the Easement Property to a top plane of **20 feet** above the surface of the Easement Property.

Easement Purpose: For the nonexclusive, sole, limited purpose of constructing, maintaining, repairing, replacing and removing awnings and related structures and appurtenances within said Aerial Easement to provide shade and weather shelter for business patrons as well as the general public and serve as a favorable architectural element for a recently renovated commercial building located on the Dominant Estate Property and containing multiple storefronts. Upon abandonment of the physical use for the Easement Purpose for a period of twenty-four (24) consecutive months or more of any structure built within the Aerial Easement, said Aerial Easement shall automatically expire and revert to Grantor, in which case Grantee shall proceed with due diligence to remove any improvements constructed

within the Aerial Easement and restore the Aerial Easement area to its original state that existed on the date of this Easement.

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

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

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

(signature page to follow)

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2017.

GRANTOR:

ATTEST:

CITY OF SAN ANGELO

_____
Bryan Kendrick, City Clerk

By: _____
Daniel Valenzuela, City Manager

STATE OF TEXAS §
COUNTY OF TOM GREEN §

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

_____
Notary Public, State of Texas

GRANTEE:
CONOLY O. BROOKS, III

By: _____
Conoly O. Brooks, III

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me this _____ day of _____ 2017, by CONOLY O. BROOKS, III, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

_____
Notary Public, State of Texas

EXHIBIT "A"

FIELD NOTES and SURVEY MAP

FIELD NOTES

4' Awning Easement (482 Square Feet)

October 4, 2016
16-S-1200

Being a Awning Easement in the right-of-way of South Randolph Street and West Twohig Avenue adjoining Lot 11 and 12, Block 10, Main Town, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume 368, Page 53, Deed Records of Tom Green County, Texas and said Awning Easement being more particularly described by metes and bounds as follows:

Beginning at an "x" found on concrete for the northwest corner of said Lot 11 and being the intersection of the south line of said West Twohig Avenue and the east line of said South Randolph Street for an ell corner of this tract;

Thence with the west line of said Lot 11 and the east line of said South Randolph Street, South 15.00 feet to the south southeast corner of this Awning Easement;

Thence with the most southerly line of this Awning Easement, West 4.00 feet to the southwest corner of this Awning Easement;

Thence with the westerly line of this Awning Easement, North 19.00 feet to the northwest corner of this Awning Easement;

Thence with the northerly line of this Awning Easement, East 105.6 feet to a the northeast corner of this Awning Easement;

Thence with the easterly line of this Awning Easement, South 4.00 feet to the east southeast corner of this Awning Easement in the north line of certain Lot 13 of said Block 10 and the south line of said West Twohig Avenue;

Thence with a southerly line of this Awning Easement and south line of said West Twohig Avenue and the north line of said Lot 13 and Lot 12 and Lot 11, West at 1.60 feet pass the northwest corner of said Lot 13 and the northeast corner of said Lot 12, in all a total distance of 101.60 feet to the place of beginning and containing an area of 482 Square Feet of land.

See attached plat of Survey.

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

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL
LAND SURVEYOR

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

0 15 30 FEET 60 GRAPHIC SCALE 120

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706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.655.1288
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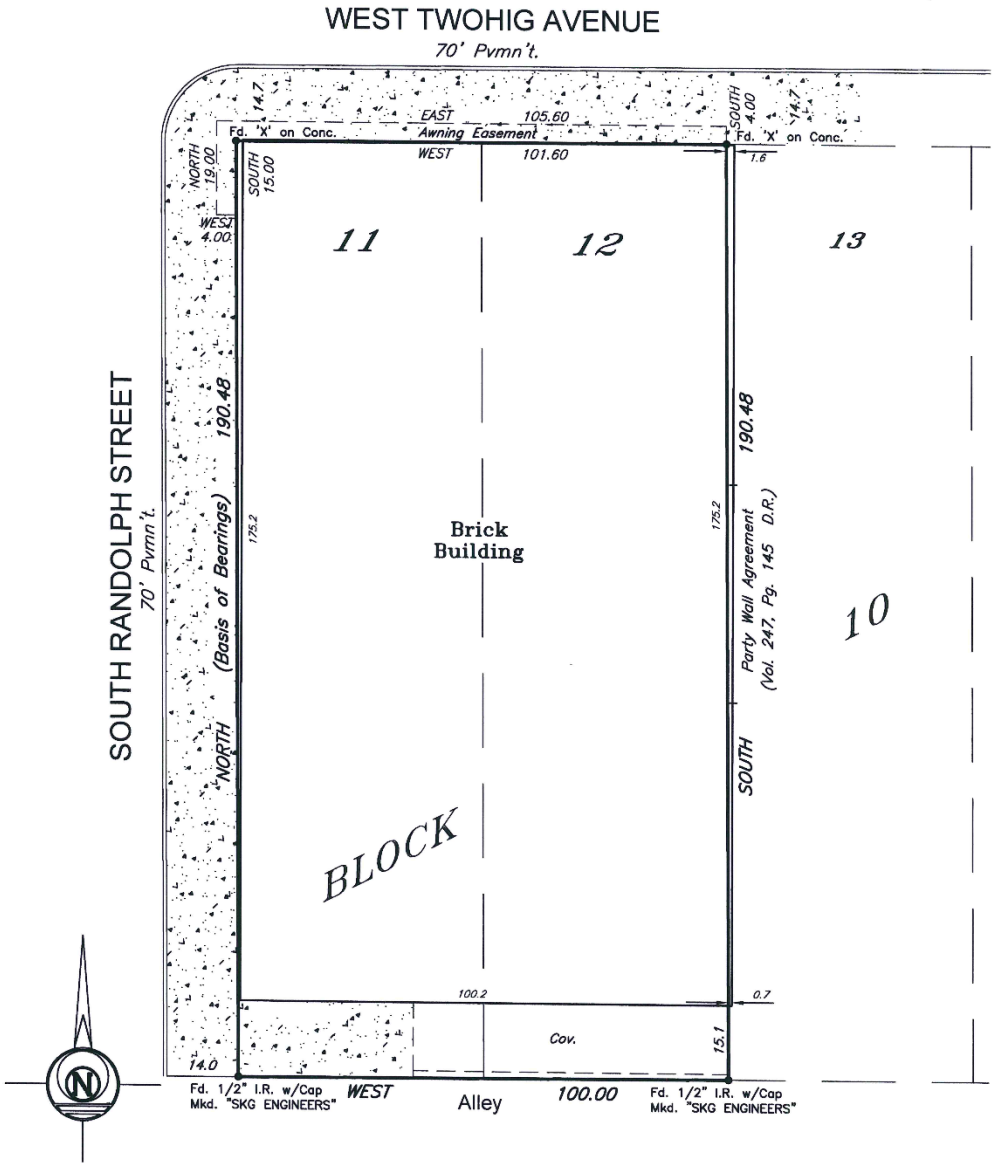

SCALE: 1"= 30'

BEARINGS ARE BASED UPON THE PLAT OF RECORD.

135 WEST TWOHIG AVENUE

PLAT SHOWING A SURVEY OF AN AWNING EASEMENT (482 s.f.) ADJOINING LOTS 11 AND 12, BLOCK 10, MAIN TOWN, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.

As per plat recorded in Volume 368, Page 53, Deed Records of Tom Green County, Texas.

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

This survey is prepared for the exclusive use and benefit of the parties listed. Use of this survey by a third party may not be transferred or assigned. Not valid without the original signature and seal of a Registered Professional Land Surveyor.

Surveyed on the ground October 04, 2016.

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

STATE OF TEXAS REGISTERED RUSSELL T. GULLY 5636 PROFESSIONAL LAND SURVEYOR

dt

SKG ENGINEERING, LLC 706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903 325.655.1288 16-S-1200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS AUTHORIZING THE CITY MANAGER OR HIS DESIGINEE TO EXECUTE A NON-EXCLUSIVE AERIAL EASEMENT APPURTENANT TO THE PROPERTY LOCATED AT 135 WEST TWOHIG FOR AWNING USE OVER A 483-SQUARE-FOOT PORTION OF PUBLIC STREET RIGHTS-OF-WAY LOCATED NEAR THE SOUTHEAST CORNER OF WEST TWOHIG AVENUE AND SOUTH RANDOLPH STREET AND SUCH OTHER INSTRUMENTS AS DEEMED NECESSARY OR CONVENIENT FOR CARRYING OUT SUCH PURPOSES; AND, FINDING A PUBLIC PURPOSE AND BENEFIT THEREIN

WHEREAS, Conoly O. Brooks, III, Petitioner, is the owner of certain real property commonly known as 135 West Twohig Avenue, San Angelo, Tom Green County, Texas; and,

WHEREAS, Petitioner desires a 483 +/-square-foot, non-exclusive aerial easement over a portion of City-owned public street rights-of-way along the south side of West Twohig Avenue and the west side of South Randolph Street for purposes of constructing and maintaining awnings attached to the outer north and west building walls of the building located at 135 West Twohig Avenue and extending over portions of the sidewalk areas; and,

WHEREAS, the imposition of the non-exclusive aerial easement would be beneficial to the overall redevelopment of Downtown San Angelo and the redevelopment of a portion of Block 10, San Angelo Addition; and,

WHEREAS, the proposed awnings would serve as a favorable architectural element for a recently renovated commercial building containing multiple storefronts; and,

WHEREAS, the awnings will provide shade and weather protection for business patrons as well as the general public utilizing the sidewalks; and,

WHEREAS, there are no substandard pavement widths along these segments of roadway, each of which is categorized as a local street, and whereas there are no immediate or future plans to widen or modify these segments of roadway; and,

WHEREAS, the City Council has determined that the granting of the non-exclusive aerial easement for the purposes of constructing and maintaining awnings attached to the outer north and west building walls of the building located at 135 West Twohig Avenue and over a portion of the sidewalk areas as described more particularly in **Exhibit "A"**, attached hereto, would be in the public interest and benefit:

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

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

2. The City Council of the City of San Angelo, Texas, hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, granting of the application made by Conoly O. Brooks, III for a 483 +/-square-foot, non-exclusive aerial easement for the purposes of constructing and maintaining awnings attached to the outer north and west building walls of the building located at 135 West Twohig Avenue and over a portion of the sidewalk areas as described more particularly in **Exhibit "A"**, attached hereto and made a part hereof for all purposes.

3. The City Manager or his designee is hereby authorized to negotiate and execute on behalf of the City of San Angelo a 483 +/-square-foot, non-exclusive aerial easement for the purposes of constructing and maintaining awnings attached to the outer north and west building façades as described herein, and such other instruments as may be necessary or convenient for carrying out such purposes.

PASSED and APPROVED THIS _____ DAY OF _____, 2017.

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

Attest:

_____
Bryan Kendrick, City Clerk

Approved As to Form:

_____
Theresa James, City Attorney

EXHIBIT "A"
FIELD NOTES and SURVEY MAP

FIELD NOTES

4' Awning Easement (482 Square Feet)

October 4, 2016
16-S-1200

Being a Awning Easement in the right-of-way of South Randolph Street and West Twohig Avenue adjoining Lot 11 and 12, Block 10, Main Town, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume 368, Page 53, Deed Records of Tom Green County, Texas and said Awning Easement being more particularly described by metes and bounds as follows:

Beginning at an "x" found on concrete for the northwest corner of said Lot 11 and being the intersection of the south line of said West Twohig Avenue and the east line of said South Randolph Street for an ell corner of this tract;

Thence with the west line of said Lot 11 and the east line of said South Randolph Street, South 15.00 feet to the south southeast corner of this Awning Easement;

Thence with the most southerly line of this Awning Easement, West 4.00 feet to the southwest corner of this Awning Easement;

Thence with the westerly line of this Awning Easement, North 19.00 feet to the northwest corner of this Awning Easement;

Thence with the northerly line of this Awning Easement, East 105.6 feet to a the northeast corner of this Awning Easement;

Thence with the easterly line of this Awning Easement, South 4.00 feet to the east southeast corner of this Awning Easement in the north line of certain Lot 13 of said Block 10 and the south line of said West Twohig Avenue;

Thence with a southerly line of this Awning Easement and south line of said West Twohig Avenue and the north line of said Lot 13 and Lot 12 and Lot 11, West at 1.60 feet pass the northwest corner of said Lot 13 and the northeast corner of said Lot 12, in all a total distance of 101.60 feet to the place of beginning and containing an area of 482 Square Feet of land.

See attached plat of Survey.

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

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL
LAND SURVEYOR

1

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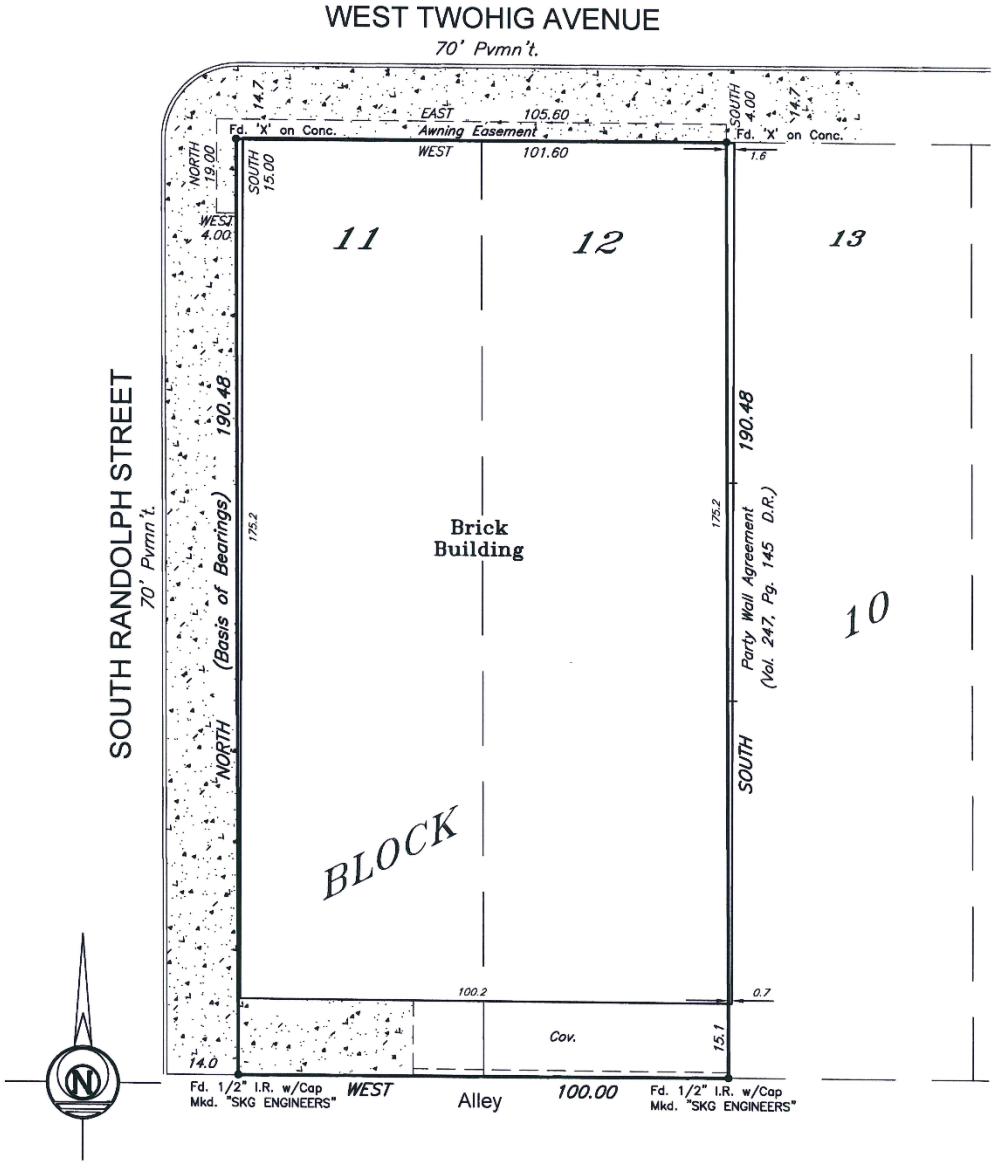

SCALE: 1"= 30'

BEARINGS ARE BASED UPON THE PLAT OF RECORD.

135 WEST TWOHIG AVENUE

PLAT SHOWING A SURVEY OF AN AWNING EASEMENT (482 s.f.) ADJOINING LOTS 11 AND 12, BLOCK 10, MAIN TOWN, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.

As per plat recorded in Volume 368, Page 53, Deed Records of Tom Green County, Texas.

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Surveyed on the ground October 04, 2016.

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

STATE OF TEXAS REGISTERED RUSSELL T. GULLY 5636 PROFESSIONAL LAND SURVEYOR

dt

SKG ENGINEERING, LLC 706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903 325.655.1288 16-S-1200

FIELD NOTES

4' Awning Easement (482 Square Feet)

October 4, 2016
16-S-1200

Being a Awning Easement in the right-of-way of South Randolph Street and West Twohig Avenue adjoining Lot 11 and 12, Block 10, Main Town, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume 368, Page 53, Deed Records of Tom Green County, Texas and said Awning Easement being more particularly described by metes and bounds as follows:

Beginning at an "x" found on concrete for the northwest corner of said Lot 11 and being the intersection of the south line of said West Twohig Avenue and the east line of said South Randolph Street for an ell corner of this tract;

Thence with the west line of said Lot 11 and the east line of said South Randolph Street, South 15.00 feet to the south southeast corner of this Awning Easement;

Thence with the most southerly line of this Awning Easement, West 4.00 feet to the southwest corner of this Awning Easement;

Thence with the westerly line of this Awning Easement, North 19.00 feet to the northwest corner of this Awning Easement;

Thence with the northerly line of this Awning Easement, East 105.6 feet to a the northeast corner of this Awning Easement;

Thence with the easterly line of this Awning Easement, South 4.00 feet to the east southeast corner of this Awning Easement in the north line of certain Lot 13 of said Block 10 and the south line of said West Twohig Avenue;

Thence with a southerly line of this Awning Easement and south line of said West Twohig Avenue and the north line of said Lot 13 and Lot 12 and Lot 11, West at 1.60 feet pass the northwest corner of said Lot 13 and the northeast corner of said Lot 12, in all a total distance of 101.60 feet to the place of beginning and containing an area of 482 Square Feet of land.

See attached plat of Survey.

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

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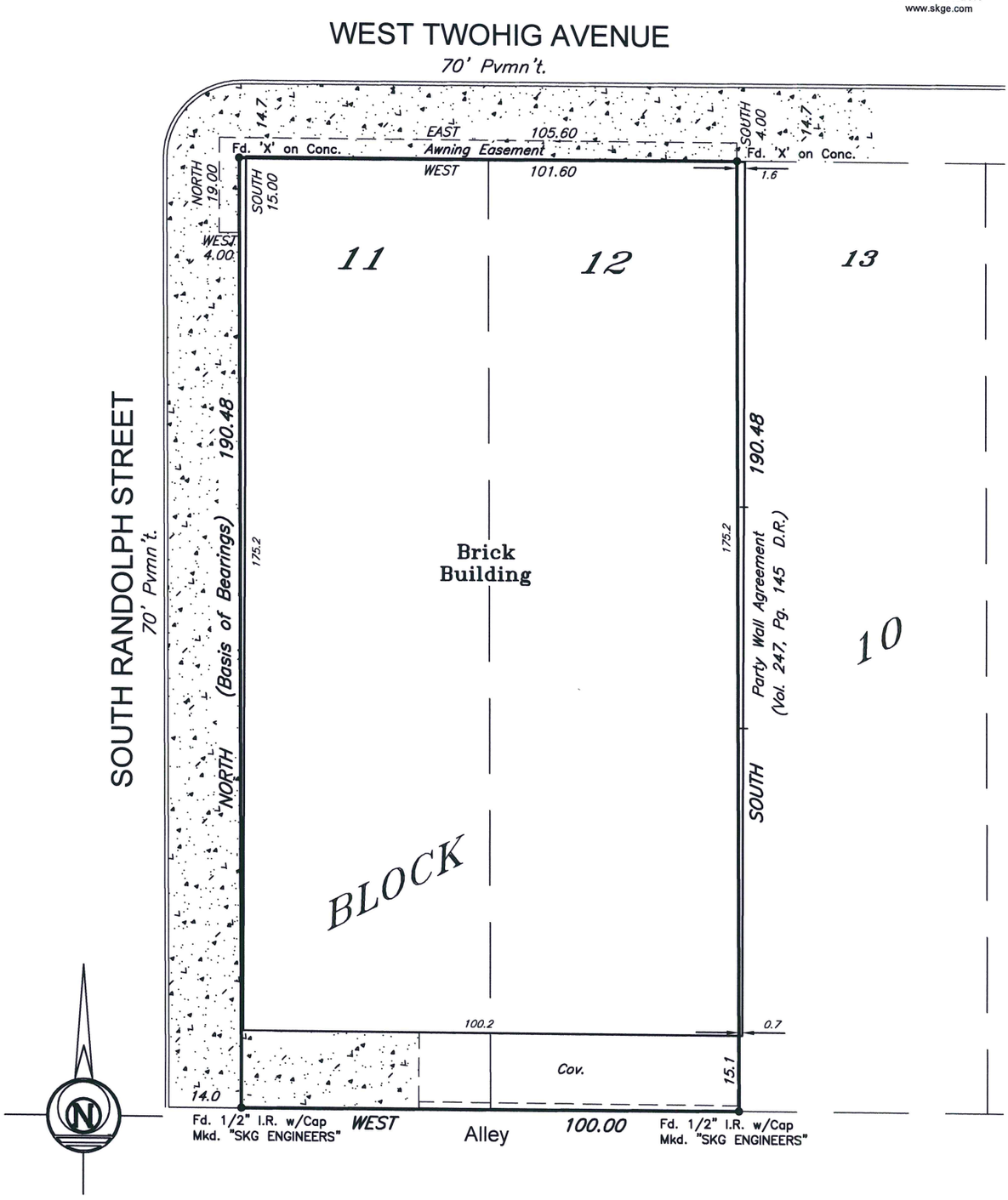

SCALE: 1"= 30'

BEARINGS ARE BASED UPON THE PLAT OF RECORD.

135 WEST TWOHIG AVENUE

PLAT SHOWING A SURVEY OF AN AWNING EASEMENT (482 s.f.) ADJOINING LOTS 11 AND 12, BLOCK 10, MAIN TOWN, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.

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Surveyed on the ground October 04, 2016.

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL LAND SURVEYOR

dt

SKG ENGINEERING, LLC 706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903 325.655.1288 16-S-1200

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Second Reading of an Ordinance amending Chapter 12, Exhibit "A," Zoning Ordinance, for Bed and Breakfast Establishments and Short Term Rentals. (J. James)

Summary/History:

Like many other cities, San Angelo has seen increased interest in short term rentals, or rentals of homes for a period of less than 30 days, particularly in the neighborhoods around Lake Nasworthy. While the City currently has regulations for Bed and Breakfast establishments, other short term rentals are treated as a hotel/motel use, which is not allowed within residential zoning districts. City staff has met with both proponents and opponents of these rentals, as well as representatives of the Lake Nasworthy Homeowners Association, and held a discussion item with the Planning Commission. Based on all of those discussions, staff drafted amendments to the Zoning Ordinance to specifically address Short Term Rentals, as distinct from Bed and Breakfast establishments. These amendments are intended to strike a balance that will generally allow this use in single-family neighborhoods, but with some restrictions to address common concerns from neighbors.

Subsequent to the earlier meeting where this issue was discussed, staff met with a representative from both the opponents and the proponents of short term rentals to work out a possible compromise ordinance, as directed by Council. That compromise ordinance is attached as approved on First Reading.

Financial Impact:

N/A

Other Information/Recommendation:

On April 18, 2016, the Planning Commission recommended APPROVAL of amendments to the Zoning Ordinance by a unanimous 7–0 vote.

On August 2, 2016, the City Council considered a draft ordinance to address this issue, but no motion achieved the necessary votes to pass, so the issue died effectively leaving the current ordinance prohibiting short term rentals in place. Subsequently at the October 4, 2016 City Council meeting, the Council placed a moratorium on enforcement of the current ordinance pending resolution of this issue and directed staff to work with representatives from both sides and bring back an ordinance for the December 6, 2016 Council meeting. On December 6, 2016 the City Council voted on First Reading to approve the ordinance as written, with minor rewording to Section 406.A.1, by a vote of 4 in favor and 3 opposed.

Staff recommends approval of the attached amendments.

Attachments:

1.	Staff Memo	Memo_Short Term Rental_City Council (2017-01-17 - 2nd Reading).docx
2.	Ordinance	Ordinance_Short Term Rental_City Council 2nd Reading (2017-01-17) DRAFT 2.docx
3.	Citizen Letter	Council Packet Letter from Randal Schkade (1-6-2017).docx

Presentation:

Jon James

Approvals/Reviews:

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

MEMO

Meeting Dates: December 6, 2016 and January 17, 2017

To: City Council

From: Jon C. James, AICP
Director, Planning & Development Services

Request: Text Amendment to Chapter 12, Exhibit "A" (Zoning Ordinance)

RE: Short Term Rental and Bed & Breakfast establishments

Background:

The Department has received complaints and concerns about homeowners renting out their homes for short-term rentals, typically defined as a rental period of 30 days or less. This is similar to a bed-and-breakfast operation, but the owner is not present on the site and rentals are more often for a whole house. The City's current zoning ordinance specifically regulates bed-and-breakfast facilities, ***but other short term rentals of less than 30 days are treated as a hotel/motel use, which is not allowed within residential zoning districts.***

Given the increasing interest in renting homes for short term use, such as weekend rentals at the lake, staff is presenting the included ordinance amendment as a way to accommodate this use, while placing restrictions that seek to address the common concerns raised by neighbors. Many other cities have been dealing with similar concerns, particularly with the rise of websites that cater to short-term rentals.

Over the past year staff has met with both opponents and proponents of short term rentals and reviewed other cities ordinances. The Planning Commission had a discussion item on this topic at their November 16, 2015

meeting. Based on all of those discussions, staff drafted amendments to the Zoning Ordinance to specifically address Short Term Rentals, as distinct from Bed and Breakfast establishments. These amendments are intended to strike a balance that will generally allow this use in single-family neighborhoods, but with some restrictions to address common concerns from neighbors.

The proposed text amendment, as recommended by the Planning Commission, seeks to do the following:

- Defines a "Short Term Rental" as a dwelling rented for 30 days or less that meets all of the following criteria:
    - Single Family Occupancy (but allowing up to 6 unrelated people rather than the normal requirement of no more than 4 unrelated)
    - No meal service
    - Does not host gatherings of more than 20 people
- Defines "Bed and Breakfast" as a dwelling rented for 30 days or less that does not meet all of the criteria above
- Implement a parking standard to ensure a minimum amount of parking on the site
    - Minimum of two spaces per house, plus an additional space per separately rented bedroom for a bed and breakfast
- Standards to reduce negative impacts:
    - No more than 2 adults per bedroom
    - Outdoor gatherings for parties, picnics, family reunions, etc. are limited to the hours of 7:00 am to 10:30 pm and may not include more than 20 people total.
- Requirements for registration, enforcement, and inspections
    - Hotel Occupancy Tax registration with the State and City (already required)
    - Requires a change of use Certificate of Occupancy when converting a home to a Bed & Breakfast or Short Term Rental
    - Annual fire safety inspection
    - Exception for rental related to the sale of a home
    - Exception for when the property is occupied by the owner or by a long-term renter
- Requirement to obtain Conditional Use approval by the Planning Commission
    - Rather than allowing these uses "by right", the Planning Commission preferred a Conditional Use requirement to allow an individualized review, and notification for surrounding neighbors, for each proposed Short Term Rental.

Subsequently, this issue was considered before the City Council on August 2, 2016 where no motion garnered enough votes to pass and, therefore, the current prohibition remains in place. At the October 4, 2016 City Council meeting, the Council directed staff to meet with one representative from both the opponents and proponents of short term rentals to craft a compromise ordinance. The ordinance being presented to the Council is the result of those discussions. Below is a summary of the changes from the previous version considered on August 2:

- Approval for a B&B or short term rental (STR) must be renewed after the first year and every two years thereafter. This provides a new hearing and notifications and would allow the permit to not be renewed in circumstances where the use is causing problems for neighbors.
- The owner of a B&B or STR must designate an "operator" who resides within Tom Green County and a phone number for that person.
- A B&B or STR may not be located on a street with a pavement width less than 30 feet, although existing registered uses may continue. **{Staff has some concerns about this limitation.}**
- A STR may not be located within 500 feet of another STR. **{Staff also has concerns about this limitation and believes that the Conditional Use process can adequately address concerns on a case by case basis.}**
- The owner must post within the STR a notice with the contact information of the designated operator, as well as the occupancy limits and noise restrictions.
- A B&B or STR may not be operated on a city-owned lease lot.
- Tents and other camping units are not allowed, with the exception of one "pup tent".

Finally, opponents of STRs wanted to change the approval process from a Conditional Use, approved by the Planning Commission, to a Special Use, approved by City Council. However, staff is recommending keeping the approval as a Conditional Use, since those decisions may be appealed to the City Council.

Planning Commission Recommendation:

On April 18, 2016, the Planning Commission recommended **APPROVAL** of a text amendment to Chapter 12, Exhibit "A," Zoning Ordinance, for Bed and Breakfast Establishments and Short Term Rentals, by a unanimous 7–0 vote, subject to five (5) modifications. The following is the complete excerpt of the minutes from the April 18, 2016, meeting for this case:

Jon James, Director of Planning and Development Services, outlined some of the concerns received for short term rentals, including parking, parties, noise, trash, and camping, which led to the creation of this Text Amendment. He outlined one proposed change since the last meeting - to restrict short term rentals from having any signage.

Mr. James then outlined the difference between a short term rental and a bed and breakfast. A short term rental would be for the entire home, with single family occupancy of no more than 4 unrelated persons, no meal service, and no gatherings of more than 20 people, or another number as determined. A bed and breakfast could rent multiple rooms, could be multiple family occupancy, could serve meals, and could host gatherings of more than 20 people. He explained that a short term rental, as proposed, would be allowed in all residential zoning and in the Central Business District (CBD), in the same manner as Household Living, but that this could be done on a case-by-case basis instead. Short term rentals would require a minimum of two parking spaces, and bed and breakfasts would require one additional space per separately rented bedroom. Short term rentals would also be restricted to no more than two adults per bedroom and no gatherings before 7:00am or after 10:00pm, as proposed.

Mr. James further outlined the proposed Text Amendment, including registration for hotel tax which is required when renting a building for less than 30 days, a Certificate of Occupancy to convert a single-family residence into a bed and breakfast or a short term rental, and an annual fire safety inspection for both uses.

Commissioner Smith believed that the Commission was not ready to move forward yet with recommending approval of the Text Amendment.

Commissioner Priess agreed with Commissioner Smith, and indicated that she was unsure of how to proceed with the Text Amendment.

Commissioner Priess opened the item for public comment.

Greg Gossett, a resident in the area, believed the proposed Text Amendment should be denied. He was concerned of parties being held on the sites and the possible lowering of property values. He indicated that should the Amendment be approved, that short term rentals be limited to streets with the minimum street widths and that owners pay a fine if their short term rental is deemed a public nuisance.

Ms. Debbie Powell, an owner of a short term rental in the area, indicated she has rented her home for two years and has been paying hotel tax already. She is concerned that other houses not advertising as short term rentals do not have to follow the same rules because they are not identified as short term rentals.

Mr. Pat Powell, a resident, indicated that a real estate agent he spoke with would not lower the value of a home if it was next to a short term rental.

Ms. Anna Martinez, the owner of a short term rental in the area, indicated she had received positive reviews of her rental.

Ms. Donna Berkson, a resident, is not against short term rentals, but is concerned with who would be responsible when there are several of these in the same area and there are large gatherings.

Mr. Tad Logan, a resident of Lake Nasworthy, believed short term rentals were going to be detrimental to the area. He cited problems with parking and that the existing streets are not 40 feet wide and allowing short term rentals would lead to further traffic congestion.

Mr. Randal Schkade, a resident of Red Bluff Road, stated he was against short term rentals and suggested a non-binding ballot to see if residents agreed with allowing short term rentals, and if not, that existing short term rentals would have 12 months before they were removed.

Ms. Jean Dampert, a resident, indicated that the Lake Nasworthy Homeowners Association at their last meeting voted 12-1 in favor of this Text Amendment. Mr. Tad Logan clarified Mr. Dampert's statement, noting that the 12-1 vote was not in support, but to remain neutral on this issue at this time.

Ms. Sammye Favre, a resident, indicated that she occasionally rents out her home as a short term rental and lets her neighbors know. She also stated that has not had any problems pointed out to her.

Mr. Max Puello, a local real estate agent, believed the Homeowners Association could regulate short term rentals, and requested a motion to table the proposed Amendment.

Jon James, Director of Planning and Development Services, indicated that short term rentals are currently not identified as a Use Category on the Zoning Ordinance. Moreover, he added, if this text amendment

was not approved in some form, enforcement would be brought forward on existing short term rentals as they would not be in compliance with the City's Zoning Ordinance. Mr. James recommended that it would be in the best interest of the Commission to move the item to City Council to ascertain their position on the matter.

Commissioner Priess indicated that several of the existing short term rentals appear to have registered because they are already paying the Hotel Occupancy Tax (HOT tax).

Mr. James responded that even if existing short term rentals signed up with the City for the HOT tax, they are still not zoned accordingly and may not have known about the zoning prohibition on short term rentals.

Ms. Jackson asked where the HOT tax money has been going if the uses are not permitted by zoning. Ms. Priess also inquired if this money went to the City first.

Mr. James indicated that the HOT tax money first goes to the State of Texas which later comes back to the City of San Angelo as a disbursement.

Commissioner Smith asked one of the residents who had already spoken, Ms. Debbie Powell, how she paid her HOT tax.

Ms. Powell responded that to pay the HOT tax, one sends a report to the City with the rental receipts multiplied by 7%. One then sends a separate report to the Texas State Comptroller for their portion of 6%, so that monies go directly to both the City and the State, for a total HOT tax of 13%. Ms. Powell indicated that she had been paying this HOT tax for the last 2 years.

Rebeca Guerra, Planning Manager, explained there are currently two bed and breakfasts that were subject to application approvals in the City, one as a Special Use and one as a Conditional Use. At the present time, the Zoning Ordinance does not allow short term rentals in residential areas, they would require a Conditional Use as a bed and breakfast. The new Text Amendment if approved, would allow short term rentals in residential areas without requiring a Conditional Use as a bed and breakfast each time.

Ms. Kandi Pool of the San Angelo Association of Realtors suggested that the Text Amendment only apply for Lake Nasworthy.

Anna Martinez requested that the Amendment be modified to allow up to six unrelated persons for short term rentals instead of four.

Mr. Gary Pierce, a resident of the Lake, indicated that he wanted to be informed of any further changes.

Commissioner Crisp believed that the homeowners needed to be exempt from the short term rental provisions while they were living in their house.

Mr. James explained as the Amendment is currently written, owners will have one year to obtain a Certificate of Occupancy to convert a single family dwelling into a short term rental.

Commissioner Smith made a Motion to recommend APPROVAL of the Text Amendment for Short Term Rentals and Bed and Breakfasts, seconded by Commissioner Stribling, subject to five (5) modifications. The five (5) modifications were as follows: Outdoor gatherings for Short Term Rentals shall terminate at 10:30 pm (instead of 10:00 pm); A maximum of six (6) unrelated persons may be allowed to occupy a Short Term Rental (instead of four [4]); Camping shall be permitted (instead of camping being prohibited); All Short Term Rentals in residential zoning shall require Conditional Use approval; Existing Short Term Rentals that pay Hotel Occupancy Tax shall have one (1) year from date of the Ordinance's approval to obtain a Conditional Use.

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO CHAPTER 12, EXHIBIT "A," ZONING ORDINANCE BY: (1) AMENDING ARTICLE 3, "USE REGULATIONS," SECTION 310, "USE TABLE,"; (2) AMENDING ARTICLE 4, "SPECIFIC USE STANDARDS," SECTION 406, "BED AND BREAKFAST ESTABLISHMENTS"; (3) AMENDING ARTICLE 8, "DEFINITIONS," SECTION 804, "DEFINED TERMS," TO AMEND THE DEFINITION FOR "BED AND BREAKFAST" AND ADD A DEFINITION FOR "SHORT TERM RENTAL"; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

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

Section 1. That Chapter 12, Exhibit A "Zoning Ordinance," Article 3 "Use Regulations," Section 310 "Use Table," is hereby amended by adding uses to the Use Table designated as "Short Term Rental" to read as follows:

Use Category	**Short Definition (see also Chap. 8)**	*	**Residential Districts**								**Nonresidential Districts**								
			R&E	**RS1**	**RS2**	**RS3**	**RM1**	**RM2**	**MHP**	**MHS**	**CN**	**CO**	**CG**	**CH**	**CBD**	**OW**	**ML**	**MH**	**CG/CH**
A = Allowed C= Conditional Use S= Special Use * = Specific Use Regulations May Apply. See Article 4																			
Commercial																			
Short Term Rental	A single-family dwelling offering overnight accommodations	*	C	C	C	C	C	C	C	C	C	C	C	C	A	C	C	C	C

Section 2. That Chapter 12, Exhibit A "Zoning Ordinance," Article 4 "Specific Use Standards," Section 406 is amended by renaming the Section as "Bed and Breakfast Establishments and Short Term Rentals" and restating the section in its entirety to read as follows:

Sec. 406. Bed and Breakfast Establishments and Short Term Rentals

Specific use standards applicable to a bed and breakfast and short term rentals are:

A. General Standards. In all zoning districts, the following will be required:

1. The operator of a Bed and Breakfast or a Short Term Rental must obtain a license from the Director of Planning and Development Services, on an application form approved by the Director.

2. An approved Conditional Use shall automatically expire unless renewed after one year and thereafter every two years.

3. The application shall designate an "Operator" who must reside in Tom Green County, Texas and shall furnish a telephone number for the operator. This information shall be furnished in the notice to owners of real property as required by Section 201 of this Zoning Ordinance. If this information subsequently changes, the operator shall mail notice of the new contact information to owners of real property within 200 feet of the lot lines.

4. Neither a Bed and Breakfast nor a Short Term Rental may be approved unless it adjoins a public street at least 30 feet in width. A Short Term Rental use may not be located on a lot that is within 500 feet of a lot on which another Short Term Rental use is located. The restrictions contained in this subparagraph 3 shall not affect any property which is registered with the State of Texas and the City of San Angelo for the purpose of Hotel Occupancy Tax on or before September 1, 2016.

5. The operator shall keep a current guest register in compliance with state code.

6. For the purposes of determining privacy fence requirements, a Bed and Breakfast or a Short Term Rental will always be considered a residential use.

7. On a residentially zoned property, all lighting shall be directed toward the establishment and not at surrounding neighbors.

8. The operator of a Bed and Breakfast or a Short Term Rental must post conspicuously in the common area of each unit (1) the name and contact information of the operator, and (2) the occupancy limits and restrictions on noise as set out in this Section.

9. A minimum of two off-street parking spaces, plus one additional off-street parking space per separately rented guest room, shall be provided

on the same lot or tract of land as the establishment, except in the CBD zoning district as outlined in Section 511.A.1 of this Zoning Ordinance.

10. Neither a Bed and Breakfast nor Short Term Rental establishment may be operated on a city-owned property that is leased for residential purposes.

B. Standards for a Short Term Rental. In addition to the requirements in Section 406.A, the following shall apply on the premises of a Short Term Rental establishment on a residentially zoned property.

1. Renting for overnight occupancy by more than 2 people 18 or older per bedroom is prohibited,
2. meal service may not be provided,
3. permitting or hosting of outdoor gatherings before 7:00 am or after 10:30 pm, or permitting or hosting any outdoor gathering to include more than 20 people attending at one time is prohibited,
4. in addition to occupation by a single family, a Short Term Rental may be occupied by up to 6 individuals unrelated by blood, marriage, or adoption, and
5. these requirements shall not apply for any period in which the owner is occupying the dwelling as a single-family dwelling or when the property is rented as a single-family dwelling for a period of 30 consecutive days or more.
6. Camping Units are prohibited on the premises of a Short Term Rental establishment on a residentially zoned property.

C. Standards for a Bed and Breakfast. In addition to the requirements in Section 406.A, the following shall apply to a Bed and Breakfast establishment:

1. On a residentially zoned property, a maximum of four guest rooms shall be permitted in any one Bed and Breakfast establishment.
2. No food preparation, except beverages, shall be permitted within individual guest rooms. Meal service may only be provided to overnight guests.
3. Preparation and service of food for guests shall conform to all applicable regulations of the State of Texas and the City of San Angelo.
4. On a residentially zoned property, the operator of the Bed and Breakfast shall be a full-time resident of the dwelling unit in which the Bed and Breakfast establishment is housed and shall remain onsite when the unit is occupied by guests.

5. On a residentially zoned property, on-site sales will be permitted only as an accessory use to the Bed and Breakfast establishment; said sales will be limited to Bed and Breakfast guests only; no other sales not otherwise permitted in the zoning district shall be permitted on the premises of a Bed and Breakfast establishment.

6. No exterior evidence of the Bed and Breakfast shall be allowed, except for one sign, no larger than six square feet, which is not internally lit.

D. Registration, Inspections, and Enforcement.

1. All Bed and Breakfast and Short Term Rental establishments must be registered with the State of Texas and the City of San Angelo for the purpose of Hotel Occupancy Tax.

2. A change in occupancy from a single-family home to a Bed and Breakfast or Short Term Rental shall require issuance of a new Certificate of Occupancy to ensure compliance with all applicable standards. A Short Term Rental that is currently operating and paying City and State hotel tax as of the effective date of this ordinance shall have one year therefrom to obtain Conditional Use approval and a Certificate of Occupancy for the Short Term Rental use.

3. The owner shall obtain and comply with an annual fire safety inspection by the City Fire Marshal's office.

4. The offering of a dwelling unit for Bed and Breakfast rental or Short Term Rental, or the solicitation for such rental, creates a rebuttable presumption of such use.

5. Failure to comply with all applicable standards for such an establishment may result in revocation of the Certificate of Occupancy.

Section 3. That Chapter 12, Exhibit A "Zoning Ordinance," Article 8 "Definitions," Section 804 "Defined Terms" is hereby amended to amend the definition for "bed and breakfast" and add a definition for "short term rental" as follows:

BED AND BREAKFAST: An establishment used for dwelling purposes for a period of less than 30 consecutive days in which less than the entire dwelling unit is offered to transient guests for compensation.

SHORT TERM RENTAL: An establishment used for dwelling purposes for a period of less than 30 consecutive days in which the entire dwelling unit is offered to transient guests for compensation. This shall not include a rental of a dwelling that is part of a contract for sale of the dwelling.

CAMPING UNIT: Any tent, trailer, cabin, lean-to or similar structure established or maintained as temporary living quarters for recreational, education or vacation purposes. Excluded from the definition of a "Camping Unit" is one pup tent, which is a wedged-shaped tent for two persons, no more than 40 inches in height and 8 feet in length.

Section 4. This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of San Angelo, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

Section 5. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, or for any reason unenforceable, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation of this Ordinance. This ordinance will be reviewed and revised periodically to accommodate any changes in State or Federal requirements that may be necessary.

Section 6. That this Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 2nd day of December, 2016, and finally PASSED, APPROVED AND ADOPTED on this the 17th day of January, 2016.

THE CITY OF SAN ANGELO

by:_____
Dwain Morrison, Mayor

ATTEST:

by:_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

To Staff and City Council.

Good morning all,

I am adding this document to the permanent official records and City Council packets through our City Clerk.

Note: I am against Short Term Rentals period. However for the well being of our City I am presenting the following information.

Jan. 17th City Council meeting. Short Term Rentals Final Reading. This potentially is your last opportunity to try and sway the City Council not to trash our neighborhoods with commercial enterprises known as STRs.

Tourism and Short Term Rentals have absolutely zero to do with each other. People will not make a special trip to San Angelo because we allow STRs however, they may very well choose to build their retirement homes elsewhere because we might allow STRs in their neighborhoods. These are the facts without the fabricated STR rhetoric and they are undisputed.

We have an over abundance of brand new hotels that the city worked very hard to bring into our city. Legalizing STRs, another unwanted unenforceable layer of competition; what kind of Chamber of Commerce and City are we running here?

Is the majority of the City Council turning it's back on local businesses like land developers, home builders, restaurants, pubs, their suppliers and all of their combined employees for the sake of 7 or 8 illegal STRs? Only those who voted for Short Term Rentals last month can answer this question.

I fully support our local businesses much like Bill Richardson, Lane Carter along with longtime public servant and solid local business supporter Charlotte Farmer!

Modified communication to the City Staff and City Council.

---> Good morning Mr. Jon James,

Councilman Thomas had made a request for some of the following information at the last City Council meeting regarding Grandfathering data, which staff was totally unable to provide. I am expanding Councilman Thomas' request but it is made in the same vain of concern for the city's well being and long-term stability.

No one wants to place the COSA in the unwanted position of the city being potentially complicit in future law suits especially regarding known prohibitive safety and traffic issues in a new ordinance. Every civil attorney in Texas will salivate over the known safety issues endorsed by COSA in this proposed new unenforceable ordinance allowing Short Term Rentals.

Please provide a complete list of all grandfathered properties and owners by address regarding the September 1, 2016 date, which should have been January 1, 2016. The September 1 date is irresponsible! That date leaves the door wide open for more lawbreakers to take advantage of this new ordinance, should it pass, almost more than a wide open Grandfathering clause.

Also please provide a list of properties by address, owner and street width that will be grandfathered on streets less 30' wide city-wide that you intend on Grandfathering by this ordinance. These areas have been identified by staff with known safety and traffic issues, which should require Special Use approval at the minimum or even smarter yet from strictly a legal perspective, NOT grandfathered at all.

Remove the grandfathering clause regarding the 30' street width completely thusly doing away with the potentially devastating law suits that surely will come in the future thereby protecting the City of San Angelo. This is the SMART move. It is the RIGHT move for San Angelo and it's citizens.

If you intend to grandfather any other illegal STRs or unsafe conditions under the proposed new unenforceable ordinance, please include that information as well.

On another note, the Moritorium appears to be illegal under the City Charter. All ordinances must remain in full force and effect while a new one or modification of an existing ordinance is being considered.

The illegal Moritorium should be repealed at the City Council meeting of Jan. 17th regardless whether or not the STR ordinance passes, which is an unknown at this juncture.

In addition, the 4 or more known STRs at the lake operaring on city leased property should cease subletting NOW due to their existing lease. The City Council and the City Real Estate Division should cause this to be so ASAP. No variances should be allowed!

There is NO grandfathering or illegal Moritorium on this issue per the city's Real Estate Division. Does the city have a list of these properties and if so please provide said list as well for both less than 30 days and more than 30 day Rentals?

Conditional Use vs Special Use.
The archaic appeal process staff citied as a better path than a Special Use permit is all smoke and mirrors. That appeal process puts everything on the citizen. It has been used once in the last 3 plus years and that appeal was rejected. Staff only went back a little over 3 years. It could be much longer.

Special Use was NOT an issue for anybody except staff due to the extra work for them. If elected officials are going to chop up neighborhoods with this horrible ordinance and place commercial enterprises in our neighborhoods, the City Council should follow through and be responsible for permitting the same with the advice of the Planning Commission as soon as that Commission is brought into compliance with the rules, ie, no more than 3 people in the same or related

business/industry shall be on the Planning Commission at one time. Right now we have 5 Planning Commissioners who are members of the Board of Realtors, two work in the same office. That's against the rules and needs to be corrected by the City Council forthwith.

In closing, we should not put the city at risk to be sued when there are known safety, traffic and parking issues that potentially could result in loss of life and/or property due to inaccessibility for emergency services.

NO Grandfathering of STRs on narrow streets less than 30 ' wide will henceforth protect our hometown from potentially legally crippling law suits, costs and settlements in our future.

Respectfully submitted,

Randal Schkade

A Concerned Citizen, Property Tax Payer and Registered Voter.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

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

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

1. DSA Report Widescreen PP Apr2016-Sept2016 COSA BiAnnualRpt APR-SEP 2016.pptx

Presentation:

Approvals/Reviews:

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

City Council

Date: January 19, 2017

downtown
San Angelo, Inc.

Biannual

APRIL 2016 - SEPTEMBER 2016

OUTREACH

Newly elected Police Chief, Frank Carter, met with downtown merchants on August 16, 2016 to introduce officers assigned to the downtown area. The group also discussed issues which impact downtown businesses and working together to keep the area safe.

OUTREACH

Lucie Hofheins, DSA Assistant Director, provided an update on downtown development and projects currently in process to the San Angelo Telephone Pioneers.

Reinvestment - Private Sector

PRIVATE SECTOR REINVESTMENT	CUMULATIVE 2007 to 9-31-16
number of rehab projects	185
total expenditures, rehab	$30,411,971.00

number of new buildings	50
total expenditures, new construction	$50,412,845.00

	PRIVATE SECTOR BUILDINGS AND/OR PROPERTY SOLD	
number of buildings/property bought/sold	103	
total expenditures bought/sold	$17,148,453.00	
TOTAL PRIVATE SECTOR REINVESTMENT	9.00	$97,973,26

Reinvestment - Public Projects

PUBLIC PROJECTS	CUMULATIVE 2007 to 9-31-16
total number of projects	45
City total expenditures	$46,313,635.00
County total expenditures	$16,350,000.00
State total expenditures	$552,500.00
Federal total expenditures	0
Other total expenditures	$7,317,000.00

TOTAL NUMBER PUBLIC PROJECTS	**45**
TOTAL PUBLIC EXPENDITURES	**$46,313,635.00**
REINVESTMENT GRAND TOTAL	**$144,827,904.00**

Reinvestment – Business/Jobs/Volunteers

	CUMULATIVE through 9-31-16
Total business starts, expansions & relocations	94
Net gain, business starts expansions & relocations	69
Net gain in jobs tracked	638
Volunteer hours logged	38,438
Total downtown housing units	30

PROMOTIONS

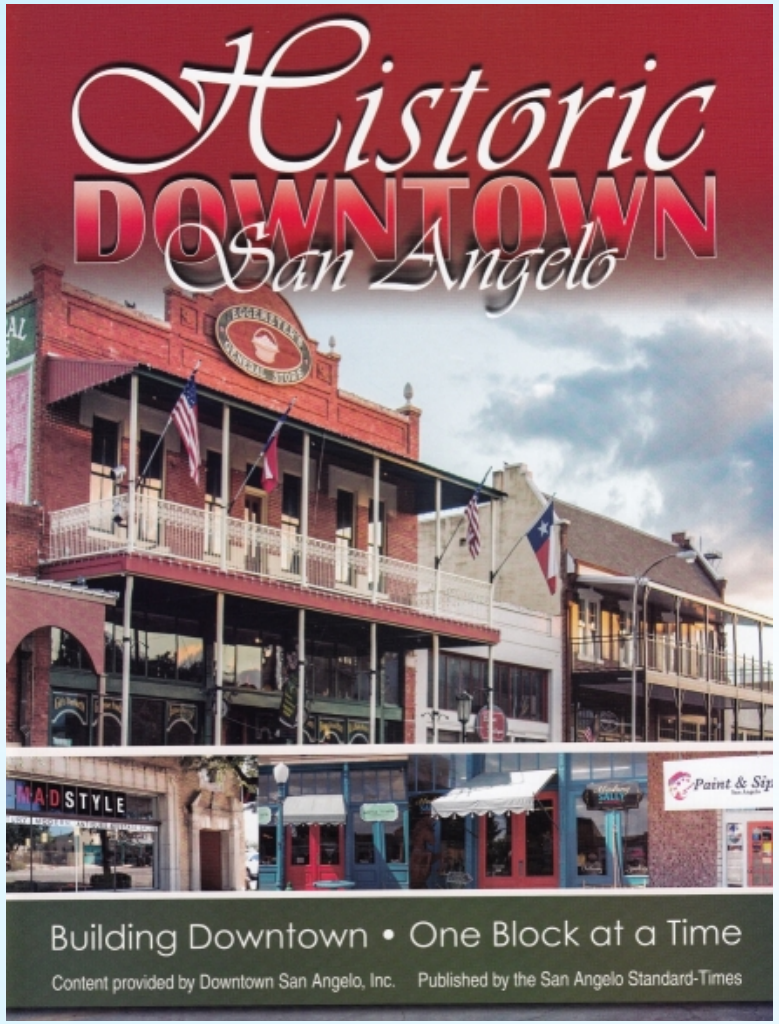
Downtown San Angelo, Inc. Presents
BREWS
EWES
& BBQ
SANCTIONED BY: THE INTERNATIONAL BARBEQUE COOKERS ASSOCIATION
BAR-B-QUE COOK-OFF
OCTOBER 8, 2016 • STOCK YARDS, 112 E. CONCHO AVE
TEAM ENTRY FEE $160 SIGN UP TODAY
Teams will provide Cook-Off items: Brisket • Ribs • Chicken • Beans
BRISKET • RIBS • CHICKEN • LAMB
Prizes per meats: 1st $500 • 2nd $350 • 3rd $200
BEST BEANS
1st $250 • 2nd $150 • 3rd $100
Grand Champion $200 • Reserve $100
DSA LAMB CHALLENGE
Each cook team will be provided with a leg of lamb donated by Sterling Lamb
NO MEAT IS SAFE
10/8/16

SCHEDULE OF EVENTS
8:00 - 11:00 am
Lions Club Pancake Breakfast, corner of S. Chadbourne and Concho Avenue
Annual Downtown Lions Club fundraiser featuring pancake and sausage breakfast with coffee and orange juice included. Tickets: $6
9:00am - 2:00pm
Family Day sponsored by San Angelo Standard -Times at the RiverStage
Outdoor Family Fun Day at the Concho River featuring fishing, kayak rides, and much more.
11:00am - 12:00 pm
Annual ASU Homecoming Parade, downtown San Angelo complete with band, drill teams, sorority/fraternity floats.
12:00 - 5:30 pm
Brews, Ewes & BBQ cook-off and home brew competition located at the downtown stock yards and Concho's Downtown south parking lot.
4:00 pm - LATE NITE
Rockin' the Ranch between S. Chadbourne and S. Irving on W. Twohig.
A music festival benefitting the West Texas Boys Ranch.
Downtown San Angelo, Inc. Presents
BREWS
EWES
& BBQ
For more information please visit
www.downtownsanangelo.com
OCT 8

MARKETING & PROMOTIONS

Hosted monthly Downtown Stroll:

MARKETING AND PROMOTIONS



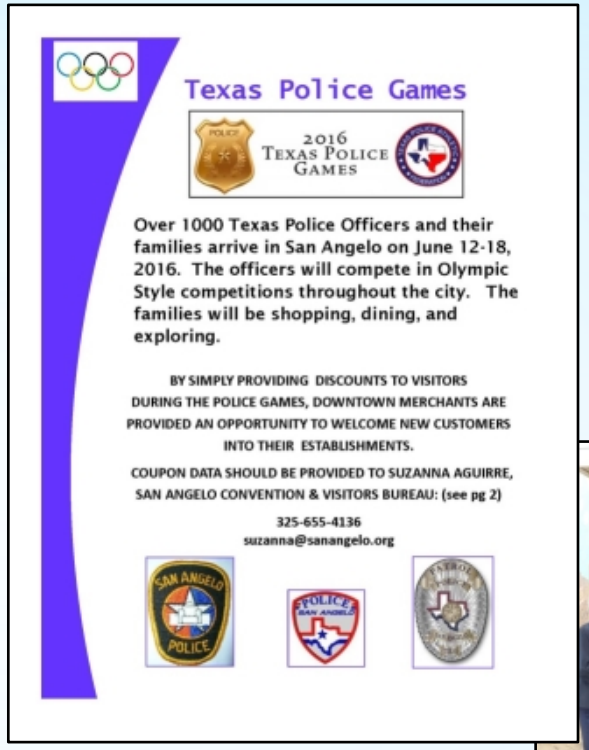
New Historic Downtown San Angelo Magazine
Published and distributed October, 2016.

PARTNERSHIPS

- City Council
- The San Angelo Development Board
- COSA Planning Department
- San Angelo Police Department
- Tax Reinvestment Increment Zone Board
- Design & Historic Commission
- Civic Events
- Planning Board
- Zoning Appeals Board
- Permits Department
- City Parks & Recreation Department

PARTNERSHIPS

- Angelo State University
- ASU - Small Business Development
- San Angelo Chamber of Commerce
- Convention & Visitors Bureau
- Concho Cadre
- San Angelo Realtor's Association
- San Angelo Restaurant Association
- San Angelo Cultural Affairs Council
- Tom Green County Library System



Texas Police Games

2016 Texas Police Games

Over 1000 Texas Police Officers and their families arrive in San Angelo on June 12-18, 2016. The officers will compete in Olympic Style competitions throughout the city. The families will be shopping, dining, and exploring.

BY SIMPLY PROVIDING DISCOUNTS TO VISITORS DURING THE POLICE GAMES, DOWNTOWN MERCHANTS ARE PROVIDED AN OPPORTUNITY TO WELCOME NEW CUSTOMERS INTO THEIR ESTABLISHMENTS.

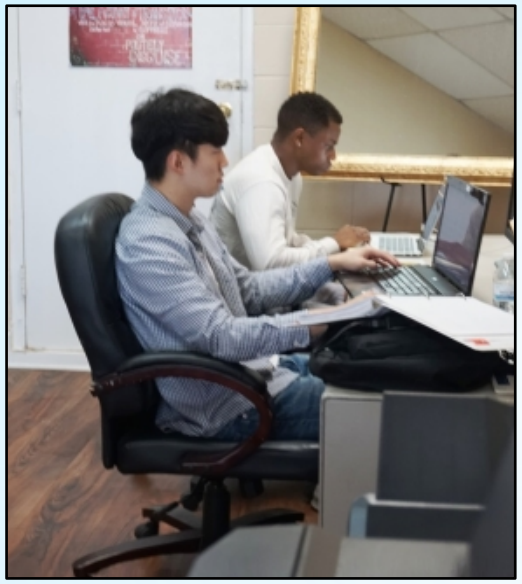
COUPON DATA SHOULD BE PROVIDED TO SUZANNA AGUIRRE, SAN ANGELO CONVENTION & VISITORS BUREAU: (see pg 2)

325-655-4136
suzanna@sanangelo.org

Partnering for the June, 2016 Texas Police Games

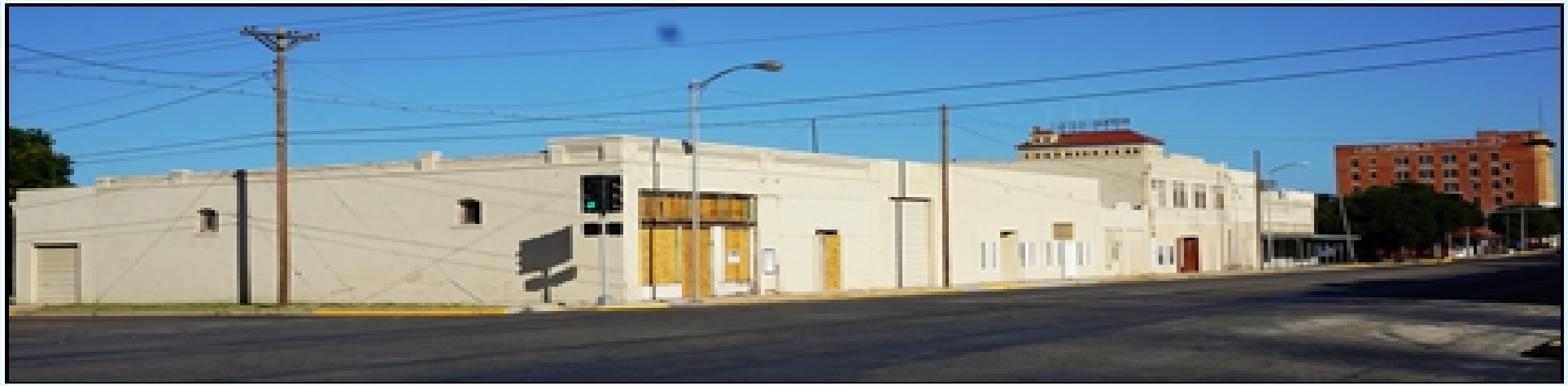
Ribbon Cutting, San Angelo Chamber of Commerce "Concho Cadre"

EDUCATION - TRAINING



Angelo State University Business Interns, Tyler Groce and Daniel Lee assisting DSA with online software data research and recording.

Revitalizing Downtown San Angelo



REBUILDING DOWNTOWN ONE BLOCK at a TIME

Revitalizing Downtown San Angelo

Angelo Teachers Store, 310 N. Chadbourne, puts on a new face

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Jeremy Miller, Solid Waste Contract Manager, Solid Waste, (325) 486-3798

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

Consider the following items related to Solid Waste Services authorizing City Manager or designee to negotiate and execute all related documents:
1. Approval of an amendment to the Special Exclusive Contract for Solid Waste Collection and Disposal Services Section 8 titled "Duties of Provider" with Republic Services of Texas, LTD., providing every other week bulk pick-up and every other week collection of recyclables
2. First public hearing and consideration of an Ordinance amending Section A8.017 "Charge for Collection of Garbage and Trash"
3. First public hearing and consideration of an Ordinance amending Section 11.04.006 "Duties of the Residential Customer"- (Presentation by Operations Director Shane Kelton)

Summary/History:

The current waste collection contract with Republic Services went into effect on August 1, 2014. The contract provides for once a week collection of trash and once a week collection of recyclables, and quarterly collection of bulk items. In order to address the requests of citizens for more service options to dispose of yard waste and other bulk items, the contract and related Ordinances will need to be amended. The proposed amendment to the contract will change the collection of recyclables from once a week to every other week in exchange for an increased collection of bulk items from once a quarter to every other week. The proposed changes are a result of feedback received from an online survey, public forums, and Council. The proposed changes in service will not effect the contracted rate for service.

Financial Impact:

The proposed amendment to the waste collection contract will have no financial impact to the citizens. All costs associated with advertising and education will the responsibility of Republic Services.

Other Information/Recommendation:

Staff recommends approving the proposed amendment to the waste collection contract and associated ordinances.

Attachments:

1.	Solid Waste Ordinance	17-193_OP_ORDINANCE AMEND_CHAP 11_FOR CONTAMINATION 1ST READING.docx
2.	Appendix A	17-194_OP_Appendix A fee change ordinance First reading.docx
3.	Exhibit F Solid Waste Collections Agreement	EXHIBIT F RATES FOR SERVICES 1 10 2017.docx
4.	SWSTE 01-17-17 Presentation	SWSTE 01-17-17 Contract Changes.pptx
5.	Waste Collection Contract Amendment	17-194_OP_ Amendment 1 to Solid Waste Collections Agreement 1 10 2017.docx

Presentation:

Director of Operations Shane Kelton

Approvals/Reviews:

Jeremy Miller	Created/Initiated
Theresa James	Approved
Patrick Frerich	Approved
Tina Dierschke	Approved
Theresa James	Approved
Shane Kelton	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 11 "UTILITIES", ARTICLE 11.04.006 "DUTIES OF THE RESIDENTIAL CUSTOMER" OF THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY ADDING "CONTAMINATION OF RECYCLABLES" AS SET OUT BELOW; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on the 24th day of July 2014 the City of San Angelo entered into a Special Exclusive Contract for Solid Waste Collection and Disposal services("Contract"); and

WHEREAS, the current provisions of Chapter 11 "Utilities", Article 11.04.006 "Duties of the Residential Customer" are no longer sufficient to ensure proper compliance with the contamination requirements of the Contract;

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

SECTION 1. THAT Chapter 11 "Utilities", Article 11.04.006 "Duties of the Residential Customer" of the Code of Ordinances, City of San Angelo, Texas is hereby amended as set out below.

Add Section 11.04.006(a)(6) to read:

"(6) Contamination of Recyclables. It shall be the responsibility of the residential customer to ensure that the recyclables placed in the cart designated for recycling is not contaminated and are accepted by the City's contracted provider for recycling. At the discretion of the City's Solid Waste Administrator recycling carts are subject to removal by the City's contracted provider for contamination of recyclables." Reinstatement of recycling cart will be at the discretion of the City's Solid Waste Administrator.

SECTION 2. THAT the terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 3. THAT this Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

INTRODUCED on the 17th day of January, 2017 and finally PASSED, APPROVED AND ADOPTED on this the 7th day of February, 2017.

ATTEST:

THE CITY OF SAN ANGELO

_____
Bryan Kendrick, City Clerk

_____
Dwain Morrison, Mayor

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

Exhibit A

Amend Article A8.000 "Utility Related Fees" Section A8.017, A8.018, and A8.019 as set out below:

Sec. A8.017 Charge for collection of garbage and trash

(a) Residential service. It shall be the duty of all residential customers to subscribe to a commercial garbage collection service which is licensed by the city. The city council may authorize an individual to dispose of his own garbage and trash where hardship is shown. The city manager shall cause an investigation to be made of the circumstances surrounding any application for exception and shall report to the city council on the results of his investigation. A list of such exempt persons shall be kept and given to any city garbage company monthly. The city council may revoke said exemption at any time.

Residential Service Charges

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Base rate (1x week trash & every other week recycling)	$13.47	$13.86	$14.26	$14.68	$15.10	$15.54	$15.99	$16.45	$16.93	$17.42	$17.93
Bulk collections (every other week)	$0.50	$0.51	$0.53	$0.54	$0.56	$0.58	$0.59	$0.61	$0.63	$0.65	$0.67
Additional cart fee – trash	$5.00	$5.15	$5.29	$5.45	$5.61	$5.77	$5.94	$6.11	$6.28	$6.47	$6.65
Additional cart fee – recycling (beyond 2 carts)	$1.25	$1.29	$1.32	$1.36	$1.40	$1.44	$1.48	$1.53	$1.57	$1.62	$1.66
Replacement cart fee	$65.00	$66.89	$68.82	$70.82	$72.87	$74.99	$77.16	$79.40	$81.70	$84.07	$86.51
Cart delivery fee	$20.00	$20.58	$21.18	$21.79	$22.42	$23.07	$23.74	$24.43	$25.14	$25.87	$26.62
Out-of-cycle bulk											
Trip charge	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
Per cubic yard	$25.00	$25.73	$26.47	$27.24	$28.03	$28.84	$29.68	$30.54	$31.42	$32.34	$33.27
Charge for recyclables	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50

tonnage <500 tons/month for prior year											

(b) Commercial service. It shall be the duty of all commercial customers to subscribe to a commercial garbage collection service which is licensed by the city. Those commercial customers that generate special types of garbage that are not covered by an exclusive contract entered into by the city shall be allowed to use any other garbage collection service duly permitted by the city.

(1) Exception. Notwithstanding the foregoing, a commercial, institutional or industrial business may, by obtaining a permit from the sanitation inspector, haul its own garbage, trash and debris provided it uses its own employees and vehicles for hauling, and those vehicles conform to the requirements of vehicles used by licensed collectors as set forth in article 11.04 of the Code of Ordinances; provided, however, no business engaged in food handling, such as a restaurant, quick food or take-out food business, may haul its own garbage but must subscribe to a licensed hauler to insure the orderly and regular removal of rapidly deteriorating garbage.

(2) Nonresidential service charges.

Nonresidential Collections - Trash

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
96 Gallon cart											
1x per week	$23.00	$23.67	$24.35	$25.06	$25.79	$26.53	$27.30	$28.10	$28.91	$29.75	$30.61
2x per week	$46.00	$47.33	$48.71	$50.12	$51.57	$53.07	$54.61	$56.19	$57.82	$59.50	$61.22
3x per week	$69.00	$71.00	$73.06	$75.18	$77.36	$79.60	$81.91	$84.29	$86.73	$89.25	$91.83
4x per week	-	-	-	-	-	-	-	-	-	-	-
5x per week	-	-	-	-	-	-	-	-	-	-	-
6x per week	-	-	-	-	-	-	-	-	-	-	-
Extra pick up	$15.00	$15.44	$15.88	$16.34	$16.82	$17.30	$17.81	$18.32	$18.85	$19.40	$19.96
Extra cart	$17.00	$17.49	$18.00	$18.52	$19.06	$19.61	$20.18	$20.77	$21.37	$21.99	$22.63
2 Cubic Yard Dumpster											
1x per week	$73.00	$75.12	$77.30	$79.54	$81.84	$84.22	$86.66	$89.17	$91.76	$94.42	$97.16
2x per week	$120.00	$123.48	$127.06	$130.75	$134.54	$138.44	$142.45	$146.58	$150.84	$155.21	$159.71

3x per week	$152.75	$157.18	$161.74	$166.43	$171.25	$176.22	$181.33	$186.59	$192.00	$197.57	$203.30
4x per week	$187.00	$192.42	$198.00	$203.75	$209.65	$215.73	$221.99	$228.43	$235.05	$241.87	$248.88
5x per week	$217.00	$223.29	$229.77	$236.43	$243.29	$250.34	$257.60	$265.07	$272.76	$280.67	$288.81
6x per week	$253.00	$260.34	$267.89	$275.66	$283.65	$291.88	$300.34	$309.05	$318.01	$327.23	$336.72
Extra pick up	$22.50	$23.15	$23.82	$24.51	$25.23	$25.96	$26.71	$27.48	$28.28	$29.10	$29.95
3 Cubic Yard Dumpster											
1x per week	$95.00	$97.76	$100.59	$103.51	$106.51	$109.60	$112.78	$116.05	$119.41	$122.87	$126.44
2x per week	$149.75	$154.09	$158.56	$163.16	$167.89	$172.76	$177.77	$182.93	$188.23	$193.69	$199.31
3x per week	$199.13	$204.90	$210.85	$216.96	$223.25	$229.73	$236.39	$243.25	$250.30	$257.56	$265.03
4x per week	$251.25	$258.54	$266.03	$273.75	$281.69	$289.86	$298.26	$306.91	$315.81	$324.97	$334.40
5x per week	$297.75	$306.38	$315.27	$324.41	$333.82	$343.50	$353.46	$363.71	$374.26	$385.11	$396.28
6x per week	$341.25	$351.15	$361.33	$371.81	$382.59	$393.69	$405.10	$416.85	$428.94	$441.38	$454.18
Extra pick up	$29.50	$30.36	$31.24	$32.14	$33.07	$34.03	$35.02	$36.04	$37.08	$38.16	$39.26
4 Cubic Yard Dumpster											
1x per week	$117.00	$120.39	$123.88	$127.48	$131.17	$134.98	$138.89	$142.92	$147.06	$151.33	$155.72
2x per week	$179.50	$184.71	$190.06	$195.57	$201.25	$207.08	$213.09	$219.27	$225.63	$232.17	$238.90
3x per week	$245.50	$252.62	$259.95	$267.48	$275.24	$283.22	$291.44	$299.89	$308.58	$317.53	$326.74
4x per week	$315.50	$324.65	$334.06	$343.75	$353.72	$363.98	$374.53	$385.40	$396.57	$408.07	$419.91
5x per week	$378.50	$389.48	$400.77	$412.39	$424.35	$436.66	$449.32	$462.35	$475.76	$489.56	$503.76
6x per week	$429.50	$441.96	$454.77	$467.96	$481.53	$495.50	$509.87	$524.65	$539.87	$555.52	$571.63
Extra pick up	$36.00	$37.04	$38.12	$39.22	$40.36	$41.53	$42.74	$43.98	$45.25	$46.56	$47.91
6 Cubic Yard Dumpster											
1x per week	$146.25	$150.49	$154.86	$159.35	$163.97	$168.72	$173.62	$178.65	$183.83	$189.16	$194.65
2x per week	$247.50	$254.68	$262.06	$269.66	$277.48	$285.53	$293.81	$302.33	$311.10	$320.12	$329.40
3x per week	$337.50	$347.29	$357.36	$367.72	$378.39	$389.36	$400.65	$412.27	$424.23	$436.53	$449.19
4x per week	$443.00	$455.85	$469.07	$482.67	$496.67	$511.07	$525.89	$541.14	$556.84	$572.98	$589.60
5x per week	$538.25	$553.86	$569.92	$586.45	$603.46	$620.96	$638.96	$657.49	$676.56	$696.18	$716.37

6x per week	$631.25	$649.56	$668.39	$687.78	$707.72	$728.25	$749.37	$771.10	$793.46	$816.47	$840.15
Extra pick up	$45.00	$46.31	$47.65	$49.03	$50.45	$51.91	$53.42	$54.97	$56.56	$58.20	$59.89
8 Cubic Yard Dumpster											
1x per week	$175.50	$180.59	$185.83	$191.22	$196.76	$202.47	$208.34	$214.38	$220.60	$226.99	$233.58
2x per week	$315.50	$324.65	$334.06	$343.75	$353.72	$363.98	$374.53	$385.40	$396.57	$408.07	$419.91
3x per week	$429.50	$441.96	$454.77	$467.96	$481.53	$495.50	$509.87	$524.65	$539.87	$555.52	$571.63
4x per week	$570.50	$587.04	$604.07	$621.59	$639.61	$658.16	$677.25	$696.89	$717.10	$737.89	$759.29
5x per week	$698.00	$718.24	$739.07	$760.50	$782.56	$805.25	$828.61	$852.63	$877.36	$902.80	$928.99
6x per week	$832.75	$856.90	$881.75	$907.32	$933.63	$960.71	$988.57	$1,017.24	$1,046.74	$1,077.09	$1,108.33
Extra pick up	$55.00	$56.60	$58.24	$59.93	$61.66	$63.45	$65.29	$67.18	$69.13	$71.14	$73.20
Container Lock Bar Rental	$10.00	$10.29	$10.59	$10.90	$11.21	$11.54	$11.87	$12.22	$12.57	$12.93	$13.31
Extra yardage fee per occurrence	-	-	$30.00	$30.87	$31.77	$32.69	$33.63	$34.61	$35.61	$36.65	$37.71
Temporary 4 CY container (max 60 days for residential use only, excludes construction debris)											
Delivery			$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Removal			$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Collection fee - (per collection)			$38.12	$39.22	$40.36	$41.53	$42.74	$43.98	$45.25	$46.56	$47.91

Nonresidential Container Movement Fee

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Delivery	$50.00	$51.45	$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Swap/Exchange	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
Removal	$50.00	$51.45	$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Relocate	$50.00	$51.45	$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Container lock bar installation	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82

Roll-Off Collections

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Industrial charge over 10 Tons (per ton)		-	-	$50.00	$51.45	$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85
15 cubic yard container												
_	Haul rate	-	-	$145.00	$149.21	$153.53	$157.98	$162.57	$167.28	$172.13	$177.12	$182.26
	Delivery	-	-	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	-	-	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (Customer called but container not ready for haul)	-	-	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Disposal	Current tipping fee										
	Daily rental	-	-	$3.18	$3.27	$3.36	$3.46	$3.56	$3.66	$3.77	$3.88	$3.99
	Installation/ Maintenance	-	-	-	-	-	-	-	-	-	-	-
20 cubic yard container												

	Haul rate	$175.00	$180.08	$185.30	$190.67	$196.20	$201.89	$207.74	$213.77	$219.97	$226.35	$232.91
	Delivery	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (Customer called but container not ready for haul)	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Disposal	Current tipping fee										
	Daily rental	$3.00	$3.09	$3.18	$3.27	$3.36	$3.46	$3.56	$3.66	$3.77	$3.88	$3.99
	Installation/ Maintenance	-	-	-	-	-	-	-	-	-	-	-
30 cubic yard container												
	Haul rate	$175.00	$180.08	$185.30	$190.67	$196.20	$201.89	$207.74	$213.77	$219.97	$226.35	$232.91
	Delivery	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (customer called but container not ready for haul)	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Disposal	Current tipping fee										
	Daily rental	$3.00	$3.09	$3.18	$3.27	$3.36	$3.46	$3.56	$3.66	$3.77	$3.88	$3.99
	Installation/ Maintenance	-	-	-	-	-	-	-	-	-	-	-
40 cubic yard container												
	Haul rate	$175.00	$180.08	$185.30	$190.67	$196.20	$201.89	$207.74	$213.77	$219.97	$226.35	$232.91
	Delivery	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (Customer called but	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82

	container not ready for haul)											
	Disposal	Current tipping fee										
	Daily rental	$3.00	$3.09	$3.18	$3.27	$3.36	$3.46	$3.56	$3.66	$3.77	$3.88	$3.99
	Installation/ maintenance	-	-	-	-	-	-	-	-	-	-	-
Compactors												
	Haul rate	$225.00	$231.53	$238.24	$245.15	$252.26	$259.57	$267.10	$274.85	$282.82	$291.02	$299.46
	Delivery	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (Customer called but container not ready for haul)	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Disposal	Current tipping fees										
	Daily rental	Negotiated between customer and Republic										
	Installation/ Maintenance	Negotiated between customer and Republic										

Delinquent Accounts Fees

Non-sufficient funds (NSF)	$35.00
Late fees (past 30 days)	5% ($5.00 minimum)
Service interrupt	$35.00

(c) Residential and nonresidential diesel fuel surcharges.

Residential and Nonresidential Diesel Fuel Surcharge

July 2013–June 2014 (12 month avg)* $3.80										
Benchmark Price per Gallon $3.90										
	Fuel Price	**Price Change From Bench-mark**	**Add'l Increase for Fuel**	**Calculation Example**						
				Hypothetical Diesel Fuel Price 12 Month Average (Aug thru July)				**Incremental Change**	**Total Rate Adjustment %**	
Benchmark	**$3.90**									
	$4.00	$0.10	0.23%		1-Aug-14	**Residential Rate**				**$13.97**
	$4.10	$0.20	0.46%			Annual fixed adjustment	2.9%			
	$4.20	$0.30	0.69%	$4.20		Fuel factor (Aug 2014 thru July 2015)	0.69%	0.69%		
	$4.30	$0.40	0.92%			Total rate adjustment (2.9% + (.69%-0) = 3.59% * current rate)			3.59%	$0.50
	$4.40	$0.50	1.15%							**$14.47**
	$4.50	$0.60	1.38%							
	$4.60	$0.70	1.62%		1-Oct-15	**Residential Rate**				**$14.47**
	$4.70	$0.80	1.85%			Annual fixed adjustment	2.9%			
	$4.80	$0.90	2.08%	$4.75		Fuel factor (Aug 2015 thru July 2016)	1.85%	1.15%		
	$4.90	$1.00	2.31%			Total rate adjustment (2.9% + (1.85-.69%) = 4.06% * current rate)			4.06%	$0.59
	$5.00	$1.10	2.54%							**$15.06**
	$5.10	$1.20	2.77%							

	$5.20	$1.30	3.00%		1-Oct-16	**Residential Rate**				**$15.06**
	$5.30	$1.40	3.23%			Annual fixed adjustment	2.9%			
	$5.40	$1.50	3.46%	$4.15		Fuel factor (Aug 2016 thru July 2017)	0.46%	-1.38%		
	$5.50	$1.60	3.69%			Total rate adjustment (2.9% + (.46%-1.85%) = 1.51% * current rate)			1.51%	$0.23
	$5.60	$1.70	3.92%							**$15.29**
	$5.70	$1.80	4.15%							
	$5.80	$1.90	4.38%		1-Oct-17	**Residential Rate**				**$15.29**
	$5.90	$2.00	4.62%			Annual fixed adjustment	2.9%			
	$6.00	$2.10	4.85%	$4.36		Fuel factor (Aug 2017 thru July 2018)	0.92%	0.46%		
	$6.10	$2.20	5.08%			Total rate adjustment (2.9% + (.92%-.46%) = 3.36% * current rate)			3.36%	$0.51
	$6.20	$2.30	5.31%							**$15.80**
	$6.30	$2.40	5.54%							
	$6.40	$2.50	5.77%							
	$6.50	$2.60	6.00%							
	$6.60	$2.70	6.23%							
	$6.70	$2.80	6.46%							
	$6.80	$2.90	6.69%							
	$6.90	$3.00	6.92%		Although example above is for residential, the fuel calculation method applies to all rates for services with the exception of delinquent account fees.					
	$7.00	$3.10	7.15%							
	$7.10	$3.20	7.38%		Look back period: August – July					
	$7.20	$3.30	7.62%							

	$7.30	$3.40	7.85%							
	$7.40	$3.50	8.08%		*Source: Weekly Gulf Coast No 2 Diesel ultra low sulfur (0-15 ppm) retail prices (dollars per gallon)					

(1996 Code, app. A, sec. 8.1500; Ordinance adopted 8/3/04; Ordinance adopted 3/21/06; sec. 4, Ordinance adopted 12/5/06; sec. 1, Ordinance adopted 9/27/12; secs. 1–6, Ordinance adopted 7/15/14)

Sec. A8.018 Fee for permit to collect garbage

Permits shall be issued to qualified applicants for a period of one year; provided, however, that qualified holders of a permit shall be required to pay an initial permit fee of two hundred dollars ($200.00) for the first year. Thereafter an annual fee of twenty-five dollars ($25.00) or two percent (2%) of the gross receipts, whichever is larger, shall be charged. All permits granted shall be non-transferable and may be revoked by the council after ten (10) days' notice and hearing before the council upon a finding by the council that the holder thereof is operating under his permit in such a manner as to be detrimental to the public safety, health or the general welfare of the city. (1959 Code, sec. 11-3-4; 1996 Code, app. A, sec. 8.1600; sec. 4, Ordinance adopted 12/5/06)

Sec. A8.019 Landfill charges

Landfill Tipping Fees

*All Landfill Tipping Fees subject to one ton minimum fee

	Municipal Tipping	County Tipping Fee	Area Tipping Fee (per ton)	Municipal Host Fee (per ton)	County Host	Area Host Fee	Trust Payment

	Fee (per ton)	(per ton)			Fee (per ton)	(per ton)	Factor (per ton)
2014	$35.50	$38.00	$40.50	$2.26	$2.43	$2.60	$1.05
2015	$36.48	$39.05	$41.61	$2.32	$2.50	$2.67	$1.08
2016	$37.48	$40.12	$42.76	$2.39	$2.57	$2.74	$1.11
2017	$38.51	$41.22	$43.93	$2.45	$2.64	$2.82	$1.14
2018	$39.57	$42.36	$45.14	$2.52	$2.71	$2.90	$1.17
2019	$40.66	$43.52	$46.38	$2.59	$2.78	$2.98	$1.20
2020	$41.78	$44.72	$47.66	$2.66	$2.86	$3.06	$1.24
2021	$42.92	$45.95	$48.97	$2.73	$2.94	$3.14	$1.27
2022	$44.10	$47.21	$50.32	$2.81	$3.02	$3.23	$1.30
2023	$45.32	$48.51	$51.70	$2.88	$3.10	$3.32	$1.34
2024	$46.56	$49.84	$53.12	$2.96	$3.19	$3.41	$1.38

Tire Tipping Fees

	Tire Municipal Tipping Fee (Small Tire)	Tire Municipal Tipping Fee (Truck Tires)	Tire Municipal Tipping Fee (Off-Road Tires)	Tire Municipal Tipping Fee (Tires on Rims)	Tire County/Area Tipping Fee (Small Tire)	Tire County/Area Tipping Fee (Truck Tire)	Tire County/Area Tipping Fee (Off-Road Tires)	Tire County/Area Tipping Fee (Tires on Rims)
2014	$4.00	$8.00	$21.00	$22.00	$6.00	$10.00	$30.00	$25.00
2015	$4.11	$8.22	$21.58	$22.61	$6.17	$10.28	$30.83	$25.69
2016	$4.22	$8.45	$22.17	$23.23	$6.33	$10.56	$31.67	$26.39
2017	$4.34	$8.68	$22.78	$23.87	$6.51	$10.85	$32.54	$27.12
2018	$4.46	$8.92	$23.41	$24.52	$6.69	$11.15	$33.44	$27.87
2019	$4.58	$9.16	$24.05	$25.20	$6.87	$11.45	$34.36	$28.63
2020	$4.71	$9.41	$24.71	$25.89	$7.06	$11.77	$35.30	$29.42
2021	$4.84	$9.67	$25.39	$26.60	$7.25	$12.09	$36.27	$30.23
2022	$4.97	$9.94	$26.09	$27.33	$7.45	$12.42	$37.27	$31.06
2023	$5.11	$10.21	$26.81	$28.08	$7.66	$12.77	$38.30	$31.91

2024	$5.25	$10.49	$27.54	$28.86	$7.87	$13.12	$39.35	$32.79

*All Other Tipping Fees subject to one ton minimum fee

Other Tipping Fees

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Brush (per ton)											
Municipal tipping fee	$35.50	$36.48	$37.48	$38.51	$39.57	$40.66	$41.78	$42.92	$44.10	$45.32	$46.56
County tipping fee	$38.00	$39.05	$40.12	$41.22	$42.36	$43.52	$44.72	$45.95	$47.21	$48.51	$49.84
Area tipping fee	$40.50	$41.61	$42.76	$43.93	$45.14	$46.38	$47.66	$48.97	$50.32	$51.70	$53.12
Class II special waste (per ton)											
Municipal tipping fee	$42.75	$43.93	$45.13	$46.37	$47.65	$48.96	$50.31	$51.69	$53.11	$54.57	$56.07
County tipping fee	$45.25	$46.49	$47.77	$49.09	$50.44	$51.82	$53.25	$54.71	$56.22	$57.76	$59.35
Area tipping fee	$45.25	$46.49	$47.77	$49.09	$50.44	$51.82	$53.25	$54.71	$56.22	$57.76	$59.35
Liquids (per gallon)											
Municipal tipping fee	$0.31	$0.32	$0.33	$0.34	$0.35	$0.36	$0.36	$0.37	$0.39	$0.40	$0.41
County tipping fee	$0.35	$0.36	$0.37	$0.38	$0.39	$0.40	$0.41	$0.42	$0.43	$0.45	$0.46
Area tipping fee	$0.35	$0.36	$0.37	$0.38	$0.39	$0.40	$0.41	$0.42	$0.43	$0.45	$0.46
	2014	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Asbestos–non-friable (per yard)											
Municipal tipping fee	$37.00	$38.02	$39.06	$40.14	$41.24	$42.38	$43.54	$44.74	$45.97	$47.23	$48.53

	County tipping fee	$49.90	$51.27	$52.68	$54.13	$55.62	$57.15	$58.72	$60.34	$61.99	$63.70	$65.45
	Area tipping fee	$49.90	$51.27	$52.68	$54.13	$55.62	$57.15	$58.72	$60.34	$61.99	$63.70	$65.45
Animal waste–paunch recycled (per yard)												
	Municipal tipping fee	$5.05	$5.19	$5.33	$5.48	$5.63	$5.78	$5.94	$6.11	$6.27	$6.45	$6.62
	County tipping fee	$7.60	$7.81	$8.02	$8.24	$8.47	$8.70	$8.94	$9.19	$9.44	$9.70	$9.97
	Area tipping fee	$7.60	$7.81	$8.02	$8.24	$8.47	$8.70	$8.94	$9.19	$9.44	$9.70	$9.97
White goods/appliances–freon removed (each)												
	Municipal tipping fee	$7.00	$7.19	$7.39	$7.59	$7.80	$8.02	$8.24	$8.46	$8.70	$8.94	$9.18
	County tipping fee	$10.00	$10.28	$10.56	$10.85	$11.15	$11.45	$11.77	$12.09	$12.42	$12.77	$13.12
	Area tipping fee	$10.00	$10.28	$10.56	$10.85	$11.15	$11.45	$11.77	$12.09	$12.42	$12.77	$13.12
White goods/appliances–with freon (each)												
	Municipal tipping fee	$20.00	$20.55	$21.12	$21.70	$22.29	$22.91	$23.54	$24.18	$24.85	$25.53	$26.23
	County tipping fee	$25.00	$25.69	$26.39	$27.12	$27.87	$28.63	$29.42	$30.23	$31.06	$31.91	$32.79
	Area tipping fee	$25.00	$25.69	$26.39	$27.12	$27.87	$28.63	$29.42	$30.23	$31.06	$31.91	$32.79
Untarped/unsecured load fees		$10.00	$10.28	$10.56	$10.85	$11.15	$11.45	$11.77	$12.09	$12.42	$12.77	$13.12

Host Fees for Other Tipping Fees

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Brush (per ton)												
	Municipal host fee	-	-	-	-	-	-	-	-	-	-	-
	County host fee	-	-	-	-	-	-	-	-	-	-	-
	Area host fee	-	-	-	-	-	-	-	-	-	-	-

Class II special waste (per ton)												
	Municipal host fee	$1.29	$1.33	$1.36	$1.40	$1.44	$1.48	$1.52	$1.56	$1.60	$1.65	$1.69
	County host fee	$1.32	$1.36	$1.39	$1.43	$1.47	$1.51	$1.55	$1.60	$1.64	$1.69	$1.73
	Area host fee	$1.32	$1.36	$1.39	$1.43	$1.47	$1.51	$1.55	$1.60	$1.64	$1.69	$1.73
Liquids (per gallon)												
	Municipal host fee	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
	County host fee	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
	Area host fee	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
Asbestos–Non-friable (per yard)												
	Municipal host fee	$2.15	$2.21	$2.27	$2.33	$2.40	$2.46	$2.53	$2.60	$2.67	$2.74	$2.82
	County host fee	$2.25	$2.31	$2.38	$2.44	$2.51	$2.58	$2.65	$2.72	$2.80	$2.87	$2.95
	Area host fee	$2.25	$2.31	$2.38	$2.44	$2.51	$2.58	$2.65	$2.72	$2.80	$2.87	$2.95
Animal waste–paunch recycled (per yard)												
	Municipal host fee	$0.32	$0.33	$0.34	$0.35	$0.36	$0.37	$0.38	$0.39	$0.40	$0.41	$0.42
	County host fee	$0.36	$0.37	$0.38	$0.39	$0.40	$0.41	$0.42	$0.44	$0.45	$0.46	$0.47
	Area host fee	$0.36	$0.37	$0.38	$0.39	$0.40	$0.41	$0.42	$0.44	$0.45	$0.46	$0.47
White goods/appliances–freon removed (each)												
	Municipal host fee	-	-	-	-	-	-	-	-	-	-	-
	County host fee	-	-	-	-	-	-	-	-	-	-	-
	Area host fee	-	-	-	-	-	-	-	-	-	-	-
White goods/appliances–with freon (each)												
	Municipal host fee	-	-	-	-	-	-	-	-	-	-	-

	County host fee	-	-	-	-	-	-	-	-	-	-	-
	Area host fee	-	-	-	-	-	-	-	-	-	-	-
Untarped/unsecured load fees		$10.00	$10.28	$10.56	$10.85	$11.15	$11.45	$11.77	$12.09	$12.42	$12.77	$13.12

EXHIBIT F

RATES FOR SERVICES

1. Amended Year Pricing

2. To be adjusted annually by Section "9D Annual Increase" of the Special Contract

3. Annual Disposal Rate adjustments shall be applied on October 1, 2015 and each October 1 thereafter during the Term as specified in Landfill Agreement with City.

Residential Collection Pricing	
	1x Week Garbage and every other week single Stream Recycle collection both with 96 Gallon Cart (combined price)
Base Rate	$14.26
Bulk Waste Fee/Mo. (every other week collection)	$0.53
Total	$14.79
Apartment House (where large containers are not used) per unit	$14.79
Two Family Duplex residence per Duplex	$29.58
Additional Cart Fee	$5.29, $1.32 Recycle
Replacement Cart Fee	$68.82 per cart

Out of Cycle Bulk Pick Up Rates	
Trip Charge	$79.41
Each yard collected	$26.47

Temporary residential use 4 CY container (max 60 days) excludes construction debris	
Delivery	$52.94
Removal	$52.94
Collection (per collection)	$38.12

Rolloff Container Rates:

Size	Haul Rate	Delivery	Plus Disposal Rate/Ton	Daily Rental	Installation and Maintenance
15 CY Container	$145.00	$79.41	$37.48	$3.18/day	N/A
20 CY Container	$185.30	$79.41	$37.48	$3.18/day	N/A
30 CY Container	$185.30	$79.41	$37.48	$3.18/day	N/A
40 CY Container	$185.30	$79.41	$37.48	$3.18/day	N/A
Compactors	$238.24	$79.41	$37.48	Negotiated between customer and Republic	Negotiated between customer and Republic
Industrial charge over 10 tons (per ton)	$50.00/per ton				

Commercial Trash Rates

	1X per week	2X per week	3X per week	4X per week	5X per week	6X per week
96 Gallon Cart	$24.35	$48.71	$73.06			
2 CY Container	$77.30	$127.06	$161.74	$198.00	$229.77	$267.89
3 CY Container	$100.59	$158.56	$210.85	$266.03	$315.27	$361.33
4 CY Container	$123.88	$190.06	$259.95	$334.06	$400.77	$454.77
6 CY Container	$154.86	$262.06	$357.36	$469.07	$569.92	$668.39
8 CY Container	$185.83	$334.06	$454.77	$604.07	$739.07	$881.75
Extra Pick-Up (each)						
96 Gallon Cart	$15.88					
2 CY Container	$23.82					
3 CY Container	$31.24					
4 CY Container	$38.12					
6 CY Container	$47.65					
8 CY Container	$58.24					

Extra Yardage Fee	$30.00/ per occurrence

Container Movement Rates	
96 Gallon Cart Delivery	$21.18
Commercial Container Delivery	$52.94
Commercial Container Swaps/Exchanges	$79.41
Commercial Container Removal	$52.94
Commercial Container Relocates	$52.94
Rolloff Container Delivery	$79.41
Rolloff Container Relocate	$79.41
Container Lock bar Rental	$10.59
Container Lock bar Installation	$79.41
Rolloff Dry Run (Customer Called but Container Not Ready for Haul)	$79.41
Daily Rolloff Container Rental	$3.18
Compacter rental, Installation and maintenance cost	Negotiated between Republic and Customer*

*Due to the various size and specifications, ownership,
special installation requirements and maintenance agreements

Notes:

- Extra cart pricing for Commercial 96 gallon Trash Service is $18.00 per cart
- The charts above entitled Commercial Trash Rates and Rolloff Container Rates refer to Non-Residential Waste.

**Recycle Processing Charges for Residential Customers to be Added Depending on Volumes:

Below 500 tons/month	$.50 per home/ month
500 + Tons/month	no added processing charges

**Rates shall be applied in accordance with Section "9.G Adjustments for Recycling Services" herein.

Delinquent & Closed Accounts fees	
Non-Sufficient Funds (NSF}	$ 35.00
Late fees {past 30 days.}	5% ($5.00 minimum}
Service Interrupt	$ 35.00

The chart above for Delinquent and Closed Accounts fees applies to all Non-Residential customers.

City Council

January, 17 2017

Contract Items to be Amended

<u>Residential Collection Services</u>

- 1x week trash collection
- Every other week recycling collection
- Every other week bulk pick up collection (alternating week with recycling collection)

Contract Items to be Amended

Customer Service Center

- Allow Republic to utilize centralized customer service center

New Services Added:

- 4 CY temporary container for residential cleanup
- 15 CY roll off container for commercial use

Contract Items to be Amended

Additional Fees for Commercial Services

- Over 10 ton industrial charge for roll off collection $50 per ton – (violation of TxDOT weight limits)
- Extra yardage fee for commercial containers that are overloaded $30 per occurrence – (creates windblown waste)

Appendix A8.017 Fee Schedule

Added fees:

Extra yardage fee for overloaded commercial container $30 each occurrence

Industrial charge for roll off containers over 10 ton TxDot limit $50 per ton

Appendix A8.017 Fee Schedule

4 CY temporary container

- For residential cleanup $52.94 delivery/removal fee plus $38.12 per collection

15 CY roll off container

- $145 haul rate; $79.41 delivery/relocate/dry run; $3.18 daily rental; current tipping fee for disposal

Appendix A8.019 Fee Schedule

Appendix A8.019 Landfill Charges

Added fees:

- 1 ton minimum on landfill tipping fees

Solid Waste Ordinance 11.04.006

"Duties of the Residential Customer"

Add the following:

(6) Contamination of Recyclables. It shall be the responsibility of the residential customer to ensure that the recyclables placed in the cart designated for recycling is not contaminated and are accepted by the City's contracted provider for recycling. At the discretion of the City's Solid Waste Administrator, recycling carts are subject to removal by the City's contracted provider for contamination of recyclables." Reinstatement of recycling cart will be at the discretion of the City's Solid Waste Administrator.

Staff Recommends the Following:

Agenda Item #1 Approval:

- Every other week recycle; bulk collection
- Allow Republic to utilize centralized customer service center
- Add additional services – 4 CY temporary residential container; 15 CY roll off container

Staff Recommends the Following:

Agenda Item #1 Approval: Cont'd

- Add extra yardage fee for commercial containers that are overloaded
- Add over 10 ton industrial charge for roll off containers exceeding TxDOT weight limits

Staff Recommends the Following:

Agenda Item #2 Approval:

- Over 10 ton charge on roll off containers
- Extra yardage fee for commercial containers
- 4 CY temporary residential container
- 15 CY roll off container
- 1 ton minimum tipping fee at landfill

Staff Recommends the Following:

Agenda Item #3 Approval:

The addition to the Solid Waste Ordinance as presented to allow for removal of recycle cart due to contamination.

City Council

January, 17 2017

AMENDMENT 1 TO THE SPECIAL EXCLUSIVE CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITH REPUBLIC WASTE SERVICES

RECITALS:

WHEREAS, on July 25, 2014 the City of San Angelo ("City") and Republic Waste Services of Texas, Ltd., a Texas limited partnership ("Provider") entered into a Special Exclusive Contract for Solid Waste Collection and Disposal Services (the "Agreement") for the collection and disposal of garbage and trash of residential and commercial customers; and

WHEREAS, under the Agreement the parties may agree to amendments in writing as necessary; and

WHEREAS, the parties have agreed upon an amendment to the duties of the provider under the Agreement to allow for every other week residential Bulk Waste collection services.

NOW, THEREFORE, the parties agree as follows:

PART 1: That Section 8, "DUTIES OF PROVIDER", A. "Implementation of New Services" is hereby deleted and replaced as follows:

"A. Implementation of New Services

i. Acceptable Waste. Provider shall provide residential Acceptable Waste Collections once per week for Acceptable Waste and every other week for Recyclables via automated cart collections.

ii. Recyclables. Provider shall provide collection of Recyclables every other week beginning after the educational period which begins at the time of execution of this contract to the effective date. Provider shall advertise and provide residential customers with collateral materials about the dates of collection and the opportunity to recycle. For Non-Residential customers, Provider shall inform customers of the availability of collection of Recyclables through outreach materials and one-on-one interaction with such customers. All expenses incurred by such processes shall be the responsibility of Provider. Provider shall align with Butts Recycling & SAFE Recycling Center as reasonable and appropriate for the initial execution of the processing of Recyclable commodities. Upon construction of a materials recycling facility (the "MRF"), Provider shall involve Butts Recycling and SAFE Recycling Center, as reasonable and appropriate, in the transition to utilization of the MRF.

iii. Bulk Waste. Bulk Waste Collections shall be provided every other week with collection occurring on the alternating week where recycling service is not provided for each residential customer. Provider shall advertise and provide residential customers with collateral materials about the days of collection and the items that are accepted for Bulk Waste collections. All expenses incurred by such

processes shall be the responsibility of Provider.

iv. Containers. Provider shall manage the initial delivery of one additional Recyclables cart for each residential address that subscribes to waste collection services. Delivery of additional Recyclables carts shall occur only if requested by a residential customer that subscribes to waste collection services. Residential customers that request delivery of one additional Recyclables cart shall not be charged for delivery provided the request is made within 6 months of the effective date. Provider shall refurbish or replace Non-Residential containers in need of an upgrade or repair, at no extra charge to the customer.

PART 2: That Section 8, "DUTIES OF PROVIDER", B. "Collecting Waste and Recyclables" subsection iii. "Residential Acceptable Waste and Recyclables Service." is hereby deleted and replaced as follows:

iii. Residential Acceptable Waste and Recyclables Service. Provider shall collect and dispose of all Acceptable Waste and Recyclables of the residences of the City of San Angelo, predominantly from the streets (curbside) and from alleys in subdivisions with homes with rear- entry garages within the City Limits, for Term of this Special Contract as follows: once per week for automated collection of Acceptable Waste with 96 gallon carts (contents only) and once every other week for automated commingled Recyclables in 96 gallon carts (contents only). If a customer desires additional cart(s) beyond one for Acceptable Waste and one for Recyclables, then City may charge such customer for the carts in accordance with the fee schedule approved by City Council. The types of carts that Provider uses shall be in accordance with Section "8.H.i" herein of this Special Contract.

PART 3: That Section 8, "DUTIES OF PROVIDER", C. "Hours of Operation" subsection ii. "Residential." is hereby deleted and replaced as follows:

ii. Residential. Automated once per week with, the provided cart for Solid Waste and automated once every other week with the provided cart for Recyclables; and every other week collection of Bulk Waste from residential customers of up to a maximum of five (5) cubic yards per collection per residence.

PART 4: That Section 8, "DUTIES OF PROVIDER", I. "Personnel" subsection iii. "Customer Service Center." is hereby deleted and replaced as follows:

iii. Customer Service Center. Provider shall maintain a Customer Service Center to adequately perform customer services. The customer service center shall be staffed by customer service representatives whom are adequately trained to address customer inquiries and concerns in a professional and thorough manner. Provider shall maintain a representative at local office to address inquiries and concerns from walk in customers.

PART 5: That Exhibit F, "RATES FOR SERVICES", is hereby deleted and replaced as follows: (see attached Exhibit F)

PART 6: This amendment shall be effective as of April 1, 2017.

PART 7: All other terms and conditions of the Agreement shall remain in full force and effect unless amended and changed by further amendment.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT 1 TO THE SPECIAL EXCLUSIVE CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITH REPUBLIC WASTE SERVICES effective January 18, 2017 to be executed by their respective duly authorized officials.

CITY OF SAN ANGELO

_____
Daniel Valenzuela, City Manager

REPUBLIC WASTE SERVICES OF TEXAS, LTD

_____
Ray Grothaus, General Manager

ATTEST

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____
Shane Kelton, Director of Operations

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

Consider resolutions of general support for construction of Low Income Housing Tax Credit (LIHTC) projects Kirby Commons by Zimmerman Properties, LLC to construct an 80 unit affordable housing apartment complex for the general public on the corner of 29th St and MLK Blvd ,and San Angelo Estates by Four Corners Development, LLC to construct a 48-60 unit apartment complex for elderly renters near Surber and Baker Street - (Presentation by Neighborhood Services Director Bob Salas)

Summary/History:

Each year, the Texas Department of Housing and Community Affairs (TDHCA) makes funding available for single and multi-family rental construction projects through a very competitive project selection process. A resolution of support from the city helps projects score higher on the state's scoring process. This year we have two separate projects competing for funding and staff is requesting approval of resolutions of support for both projects in order for both to gain the most points possible.

The proposed Kirby Commons project is an 80-unit apartment complex for families on the corner of 29th St and MLK Blvd by Zimmerman Properties LLC. The project will be a companion to the Kirby Park Villas project that competed and won credits last year.

The second project is a proposed 48-60 unit apartment complex for elderly (55 years and older) East of Surber Drive, North of Baker Street, South of the Concho River named San Angelo Estates to be constructed by Four Corners Development, LLC.

A public forum was held on November 22nd to provide details and information on these projects. Comments from the public are attached. While only one project in our area which includes Odessa and Midland will be awarded tax credits, staff supports both projects.

Financial Impact:

No impact to the City's budget.

Other Information/Recommendation:

Staff recommends approval of resolutions of general support for both LIHTC projects.

Attachments:

1.	Resolution of Support - Kirby Commons	Resolution of support - Kirby Commons.pdf
2.	Resolution of Support - San Angelo Estates	Resolution of support - San Angelo Estates.pdf

Presentation:

By Robert Salas

Approvals/Reviews:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, RECOGNIZING PRIOR ADOPTION OF THE CITY OF SAN ANGELO NEIGHBORHOOD REVITALIZATION PLAN; SUPPORTING THE PROPOSED ZIMMERMAN PROPERTIES, LLC MULTI-FAMILY HOUSING DEVELOPMENT LOCATED AT THE SOUTHEAST QUADRANT OF WEST 29TH STREET AND MARTIN LUTHER KING, JR. DRIVE; IDENTIFYING THE PROPOSED ZIMMERMAN PROPERTIES, LLC HOUSING DEVELOPMENT AS THE DEVELOPMENT IN THE 2017 TAX CREDIT APPLICATION POOL THAT CONTRIBUTES MOST SIGNIFICANTLY TO THE CONCERTED REVITALIZATION EFFORTS OF THE CITY OF SAN ANGELO, TEXAS; PROVIDING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY THE RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

WHEREAS, the City of San Angelo, Texas, has a Community Development Program, implemented pursuant to Article 1.06 of the City of San Angelo Code of Ordinances, adopted pursuant to the Texas Community Development Act of 1975, V.T.C.A., Local Government Code Chapter 373; and,

WHEREAS, pursuant to the City's Community Development Program, the City has adopted a Neighborhood Revitalization Plan, Resolution No. 2014-01-174, ("Plan") which identifies targeted neighborhoods within the City and available resources for revitalization; and,

WHEREAS, the City's Neighborhood Revitalization Plan has identified the Blackshear Revitalization Area ("Designated Area") as a targeted neighborhood, and the awarding and allocating of Low Income Housing Tax Credits (LIHTC) under federal law administered by the Texas Department of Housing and Community Development (TDHCD) as an appropriate resource; and,

WHEREAS, the Plan contemplates activities that have already been performed in the Designated Area and funding that has already been awarded to the Designated Area for such activities, along with additional proposed activities and funding for the Designated Area; and

WHEREAS, the City of San Angelo, Texas has considered the revitalization needs of the Designated Area, within which is the intersection of West 29th Street and Martin Luther King, Jr. Drive; and

WHEREAS, the City of San Angelo's has incorporated public input on the following factors that may impact the need in the Designated Area for revitalization: adverse environmental conditions; real estate challenges including but not limited to conditions that impede growth; infrastructure needs; adequacy of transportation; community amenities such as health care facilities, law enforcement and firefighting facilities, social and recreational facilities, and other public facilities comparable to those typically found in neighborhoods containing comparable but unassisted housing; crime rates; school performance; the lack of local employment opportunities providing wages sufficient for residents to afford housing; and, the need to promote diversity, including but not limited to multigenerational diversity and economic diversity in the Designated Area; and

WHEREAS, in furtherance of the community revitalization activities noted in the Plan, Zimmerman Properties, LLC, a State of Missouri limited liability company authorized to do business in the State of Texas, and its affiliates ("Applicant") propose to build a multi-family housing development for the general public within the Designated Area with up to 80-residentail units ("Affordable Housing") located at the southeast quadrant of West 29th Street and Martin Luther King, Jr. Road, San Angelo, Texas 76903, to be known as ***Kirby Commons***, which will have restrictions on the incomes of the residents and the rents that can be charged to them ("Project"); and

WHEREAS, the Applicant proposes to apply and qualify for financing for the Affordable Housing; and

WHEREAS, the Applicant will submit a pre-application proposing 80-low income units for LIHTC from TDHCA, pursuant to the TDHCA's 2017 Qualified Allocation Plan (the "QAP"), and

WHEREAS, the City of San Angelo, Texas anticipates that full funding for the multi-family affordable housing Project proposed by the applicant and Low Income Tax Credits may be awarded utilizing the resources and programs

implemented by its Neighborhood & Family Services Department and Economic Development Department in addition to private financing; and

WHEREAS, TDHCA rules establishing the Competitive Housing Tax Credit Selection Criteria provide that an application may receive points for a resolution from the governing body of a city identifying one particular tax credit project that contributes "most significantly to the concerted revitalization efforts of the city"; and

WHEREAS, the City of San Angelo, Texas, in reference to the Texas Government Code §2306.6703(a)(4) supports this Project for the development of the multi-family Affordable Housing because of its anticipated community revitalization impact for the Designated Area; and authorizes the Texas Department of Housing and Community Affairs to allocate tax credits to this proposed application; and

WHEREAS, Zimmerman Properties, LLC is one of two applicants for Tax Credits in the 2017 competitive round that the City of San Angelo, Texas, wishes to receive points under §11.9(d)(7)(A)(i) of the QAP for meeting the criteria of §11.9(d)(7)(A)(ii)(II) by contributing most significantly to the concerted revitalization efforts of the City;

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

SECTION ONE. The foregoing recitals are adopted by the City Council as true and correct.

SECTION TWO. The City of San Angelo, Texas, supports the application of Zimmerman Properties, LLC for development of the multi-family Affordable Housing Project located within the Blackshear Revitalization Area at the southeast quadrant of West 29th Street and Martin Luther King, Jr. Road, San Angelo, Texas 76903.

SECTION THREE. The City of San Angelo, Texas identifies the proposed multi-family Affordable Housing Project as the development in the 2017 tax credit application pool that contributes most significantly to the concerted revitalization efforts of the City of San Angelo, Texas, and that this formal action has been taken to put on record the opinion expressed by the City of San Angelo City Council on January 17, 2017.

SECTION FOUR. The City Clerk is hereby authorized, empowered, and directed to certify this Resolution to the TDHCA for and on behalf of the City of San Angelo, Texas.

SECTION FIVE. This resolution shall be effective upon its adoption.

PASSED AND ADOPTED on this the 17th day of January, 2017.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to form:

_____
Theresa James
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, RECOGNIZING PRIOR ADOPTION OF THE CITY OF SAN ANGELO NEIGHBORHOOD REVITALIZATION PLAN; SUPPORTING THE PROPOSED FOUR CORNERS DEVELOPMENT, LLC. MULTI-FAMILY HOUSING DEVELOPMENT FOR ELDERLY LOCATED EAST OF SURBER DRIVE AND NORTH OF BAKER STREET; IDENTIFYING THE PROPOSED FOUR CORNERS DEVELOPMENT, LLC HOUSING DEVELOPMENT AS THE DEVELOPMENT IN THE 2017 TAX CREDIT APPLICATION POOL THAT CONTRIBUTES MOST SIGNIFICANTLY TO THE CONCERTED REVITALIZATION EFFORTS OF THE CITY OF SAN ANGELO, TEXAS; PROVIDING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY THE RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

WHEREAS, the City of San Angelo, Texas, has a Community Development Program, implemented pursuant to Article 1.06 of the City of San Angelo Code of Ordinances, adopted pursuant to the Texas Community Development Act of 1975, V.T.C.A., Local Government Code Chapter 373; and,

WHEREAS, pursuant to the City's Community Development Program, the City has adopted a Neighborhood Revitalization Plan, Resolution No. 2014-01-174, ("Plan") which identifies targeted neighborhoods within the City and available resources for revitalization; and,

WHEREAS, the City's Neighborhood Revitalization Plan has identified the Fort Concho Area ("Designated Area") as a targeted neighborhood, and the awarding and allocating of Low Income Housing Tax Credits (LIHTC) under federal law administered by the Texas Department of Housing and Community Development (TDHCD) as an appropriate resource; and,

WHEREAS, the Plan contemplates activities that have already been performed in the Designated Area and funding that has already been awarded to the Designated Area for such activities, along with additional proposed activities and funding for the Designated Area; and

WHEREAS, the City of San Angelo, Texas has considered the revitalization needs of the Designated Area, within the area East of Surber Drive and North of Baker Street; and

WHEREAS, the City of San Angelo's has incorporated public input on the following factors that may impact the need in the Designated Area for revitalization: adverse environmental conditions; real estate challenges including but not limited to conditions that impede growth; infrastructure needs; adequacy of transportation; community amenities such as health care facilities, law enforcement and firefighting facilities; social and recreational facilities, and other public facilities comparable to those typically found in neighborhoods containing comparable but unassisted housing; crime rates; school performance; the lack of local employment opportunities providing wages sufficient for residents to afford housing; and, the need to promote diversity, including but not limited to multigenerational diversity and economic diversity in the Designated Area; and

WHEREAS, in furtherance of the community revitalization activities noted in the Plan, Four Corners Development, LLC, a State of Missouri limited liability company authorized to do business in the State of Texas, and its affiliates ("Applicant") propose to build a multi-family housing development for the elderly population within the Designated Area with up to 60-residentail units ("Affordable Housing") located at East of Surber Drive and North of Baker Street, San Angelo, Texas 76903, to be known as San Angelo Estates, which will have restrictions on the incomes of the residents and the rents that can be charged to them ("Project"); and

WHEREAS, the Applicant proposes to apply and qualify for financing for the Affordable Housing; and

WHEREAS, the Applicant will submit a pre-application proposing 60-low income units for LIHTC from TDHCA, pursuant to the TDHCA's 2017 Qualified Allocation Plan (the "QAP"), and

WHEREAS, the City of San Angelo, Texas anticipates that full funding for the multi-family affordable housing Project proposed by the applicant and Low Income Tax Credits may be awarded utilizing the resources and programs

implemented by its Neighborhood & Family Services Department and Economic Development Department in addition to private financing; and

WHEREAS, TDHCA rules establishing the Competitive Housing Tax Credit Selection Criteria provide that an application may receive two points for a resolution from the governing body of a city identifying one particular tax credit project that contributes “most significantly to the concerted revitalization efforts of the city”; and

WHEREAS, the City of San Angelo, Texas, in reference to the Texas Government Code §2306.6703(a)(4) supports this Project for the development of the multi-family Affordable Housing because of its anticipated community revitalization impact for the Designated Area; and authorizes the Texas Department of Housing and Community Affairs to allocate tax credits to this proposed application; and

WHEREAS, Four Corners Development, LLC. is one of two applicants for Tax Credits in the 2017 competitive round that the City of San Angelo, Texas, wishes to receive two (2) points under §11.9(d)(7)(A)(i) of the QAP for meeting the criteria of §11.9(d)(7)(A)(ii)(II) by contributing most significantly to the concerted revitalization efforts of the City;

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

SECTION ONE. The foregoing recitals are adopted by the City Council as true and correct.

SECTION TWO. The City of San Angelo, Texas, supports the application of Four Corners Development, LLC for development of the multi-family Affordable Housing Project for elderly located within the Fort Concho Revitalization Area at East of Surber Drive and North of Baker Street, San Angelo, Texas 76903.

SECTION THREE. The City of San Angelo, Texas identifies the proposed senior multiple Affordable Housing Project as the development in the 2017 tax credit application pool that contributes most significantly to the concerted revitalization efforts of the City of San Angelo, Texas, and that this formal action has been taken to put on record the opinion expressed by the City of San Angelo City Council on January 17, 2017.

SECTION FOUR. The City Clerk is hereby authorized, empowered, and directed to certify this Resolution to the TDHCA for and on behalf of the City of San Angelo, Texas.

SECTION FIVE. This resolution shall be effective upon its adoption.

PASSED AND ADOPTED on this the17th day of January, 2017.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to form:

_____
Theresa James
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

Consider authorizing the City Manager or his designee to negotiate and execute a contract with Concho Valley PAWS to manage animal shelter adoptions not to exceed $60K and execute related documents in accordance with RFP NS-01-17 - (Presentation by Neighborhood Services Assistant Director James Flores)

Summary/History:

On October 11, 2016 the City issued a Request for Proposals (RFP NS-01-17)on outsourcing and transferring the shelter animal adoption process to a 501c3 nonprofit organization that is proficient and experienced in animal adoptions. The City received one responsefrom Concho Valley PAWS that met all of the City's requirements and set the cost at $60K annually.

Outsourcing the adoption process will not only provide more robust adoption events and hopefully higher adoption numbers, but will provide staff an opportunity to refocus on animal control field operations in order to reduce the number of animals entering the shelter and help in keeping neighborhoods free of roaming animals.

Staff is requesting that Council authorize City manager to negotiate and execute a contract with Concho Valley PAWS to transfer the adoption process pursuant to the requirements of RFP NS-01-17.

Financial Impact:

No additional funds required. Staff will use savings from current processes to fund the contract.

Other Information/Recommendation:

Recommend approval to authorize City Manager to negotiate and execute a contract with Concho Valley PAWS.

Attachments:

1. PAWS RFP PAWS RFP.pdf

Presentation:

By James Flores, Assistant Director, Neighborhood & Family Services Dept

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn	Approved
Bryan Kendrick	Final Approval

Animal Adoption Services

RFP NS-01-17/ Animal Adoption Services

Prepared and presented by

Jenie Wilson
Executive Director
Concho Valley PAWS
4001 Sunset Drive, Suite 1072
San Angelo, TX 76904
www.ConchoValleyPAWS.org
325-656-PETS

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Local Preference Consideration Appllication

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Draft Contract

Project Scope:

Concho Valley PAWS is a locally governed and operated 501c3 non-profit organization. Formerly known as the Humane Society of Tom Green County, PAWS has provided rescue and rehabilitation services to rescue pets in the Concho Valley since 1961. Since 2009, the organization has grown significantly resulting in the rescue, rehabilitation and rehoming of over 1,000 cats and dogs annually. In addition, the organization has developed, obtained funding for and implemented programs that will assist pet owners in getting their pets spayed or neutered and microchipped. We also provide support services to families in an effort to help families keep their pets, such as training and behavioral referrals and assistance with emergency veterinary care. The scope of this proposed project mirrors our current services and will include the oversight and managment of adoption services at the City of San Angelo Animal Shelter.

The responsiblities that will be acquired by Concho Valley PAWS would include the following:

- Establish and maintain a large volunteer foster base with emphasis on long-term fostering commitments to assist in moving animals outside of the shelter walls.
- Establish fair adoption policies and procedures protecting the interest of the animals and promoting mass adoption volume.
- Competently screen and access all adopters in accordance with adoption policies to help ensure lifelong adoptions and reduce the number of animals returned to the shelter.
- Provide all adoption services for the facility including networking releases to reputable local, state and national rescue organizations.
- Research and establish relationships with areas inside and outside the State of Texas that are not struggling with pet overpopulation in an effort to arrange for transporting animals for adoption.
- Collaborate with area businesses to increase the instances of community events whereas animals are taken to community locations of activity to promote fostering or adoption.
- Provide all microchipping services for the animals adopted from the facility.
- Provide all adoption follow up services for animals adopted from the facility.
- Operate and manage a mutually beneficial on-site volunteer program that will help supplement both PAWS staff and shelter staff in duties such as visitor greeter, dog kennel cleaning, dog bathing, dog and cat socialization, cat habitat maintainence, photographing of pets, and assisting in lost and found services.
- Provide assistance in counseling and guidance of people seeking to surrender a pet in an effort to refer the individual to training, education or pet rehoming assistance programs through Concho Valley PAWS as an alternative to shelter relinquishment.
- Establish and maintain healthy partnerships with area trainers for the purpose of assistance and reduced-fee referrals for the purpose of family pet retention.
- PAWS will also maintain its location inside Sunset Mall and will utilize this high traffic location to host adoption events and showcase selected animals during the week.

- PAWS will utilize the power of social media (PAWS has a following of over 7,000 on Facebook and Twitter) to promote adoption events, successful adoption stories and to report program successes to the community.
- Host monthly community dog walk and networking events in area parks.
- Partner with area groomers to prepare dogs for adoption.
- Greet visitors, answer phone calls and emails regarding adoptions, adoption applications and adoption follow ups.
- Assist shelter staff in monitoring pets coming into the shelter for pets listed on lost and found websites, such as HelpMeGetHome.com.
- Utilize PAWS strong media relationships to promote adoption, events and successes.

The project will provide for an effective high volume adoption program. The project will also look at ways to increase owner retention of pets by providing support, counseling and training for both pets and humans, and will focus on effective and efficient lost and found programs in an effort to reunite more families with their lost pets.

The mission of this project is to markedly reduce the number of adoptable, yet homeless animals that are euthanized each year in San Angelo and to assist San Angelo in reaching the goal of a no-kill community by 2021, identified by a live release rate of 90% or greater.

The mission will be achieved through the implementation and oversight of a high volume adoption program under the operational guidance of Concho Valley PAWS. The program will utilize the support of area businesses and enlist the support of foster volunteers to increase the marketability and availability of animals in need of foster or adoptive homes.

In time and if proven successful, the ultimate goal of this project is to evolve into a long-term partnership and for Concho Valley PAWS' role to grow to include the housing and care of all adoptable pets after they are released from the mandated 10 day stray hold with Animal Services. This type of evolvement would take place after the construction of a new facility by Concho Valley PAWS as provided for through a trust that was established for the organization.

We feel that this arrangement combined with the passing and enforcement of spay and neuter ordinances will allow San Angelo to begin moving towards a true no-kill community, as we increase the number of animals that are adopted while decreasing the number of animals that enter the shelter.

The desired outcomes are:

- Provide an overall better environment for the animals by reducing the length of stay, providing for volunteer program and allowing animal control to focus on its core mission.
- Create a pleasant environment for the public that advocates pet adoptions while cultivating good and positive relationships within the community.
- Provide adoption support and training to increase pet retention – *Keep pets in the homes they have by teaching humans how to interact with and train pets appropriately.*
- Increase the number of pets that are adopted each year.

- Increase the number of lost pets that are reunited with their owners.
- Decrease the number of adoptable animals destroyed each year.
- Decrease the financial burden on the City and its taxpayers in the long term.
- Assist animal control in providing animal care, sheltering and protection of which the community can be proud.
- Enhance the lives of families by making pet adoption more accessible, affordable and enjoyable.
- Evolve into a community of more responsible, educated and tolerant pet owners.

The partnership between a municipal animal shelter and non-profit animal rescue is not uncommon. As a matter of fact, one of the most popular models for successfully transitioning to a no-kill community while achieving effective, efficient animal control is that of Washoe County, Nevada. In 2004, Washoe County Animal Control partnered with the Humane Society of Nevada, a no-kill companion animal advocacy group specializing in high volume pet adoption services. In time, the two entities constructed a new shelter together The shelter would provide a broader range of services and eliminate the redundancy of duplicate shelter efforts such as adoption, owner-surrenders and wildlife intake. This streamlining allowed for additional focus on outreach efforts and support for lifelong adoption matches. After years of no-kill success, Washoe County's approach has been successfully duplicated throughout the nation and it is the model Concho Valley PAWS has referenced in developing this proposal.

Staff Qualifications and Organization Experience:

Concho Valley PAWS has provided adoption services for over 40 years. In past years, the organization was operated by volunteer staff providing services to about 100 families each year and aiding in the rescue, rehabilitation and rehoming of approximately 30 dogs and cats annually. In 2009, the organization decided to hire an Executive Director to grow the program. By 2010, the organization had a staff of a two and had increased services in rescue and adoption by 115%.

Concho Valley PAWS has emerged as the leader in the Concho Valley for companion animal rescue, rehabilitation and rehoming services, as well as low-cost spay and neuter programs and education services. Concho Valley PAWS takes pets from the San Angelo Animal Shelter under their protective umbrella to assist in reducing the numbers of animals euthanized due to a lack of space. PAWS provides these pets with whatever veterinary care they need, including but not limited to annual vaccinations, heartworm tests for dogs or feline leukemia tests for cats, treatment for any ailments such as fleas, ticks, or internal parasites, and any infections such as upper respiratory or urinary tract. Once all the vetting and grooming is done, the pets are placed in foster homes where they will stay an average of 2-6 weeks while we offer them for adoption. Concho Valley PAWS is a no-kill advocacy program, which means an animal stays with us until a forever home can found. A healthy, adoptable pet is never destroyed.

In addition to the rescue and adoption program, Concho Valley PAWS offers a low-cost spay and neuter program to families with pets that are not sterilized. The purpose of this program is to reduce the number of accidental or unwanted litters. Sadly, so many of these litters are born only to be taken to the shelter to face disease and euthanasia. Because this program is funded by grants, there are restrictions

and limited numbers available each month. PAWS also offers free spay and neuter vouchers for low-income families, as well as free breed-specific vouchers for pitbulls and chihuahuas.

With hundreds of active volunteers, generous supportive donors and a paid staff of only three, Concho Valley PAWS has maximized resources. Last year, Concho Valley PAWS rescued, rehabilitated and rehomed over 1,000 cats and dogs. The organization also funded over 2,000 spay and neuter procedures. Thousands of Concho Valley residents visit our adoption center inside Sunset Mall and receive education about animal issues, specifically on the benefits of sterilizing pets, responsible pet ownership and pet population concerns.

The organization has continued to grow and implement new programs to assist families with animals issues. Programs such as Second Chance which is a pet rehoming assistance program aimed and helping people responsibly place their pets in loving homes as an alternative to leaving their pets at already burdened animal shelter. Another program is our Helping PAW program where we partner with local Hopices and family crisis programs to help people in crisis find safe placement for the animals with the hopes of reuniting the people with their pets. This program also helps prevent animals from being surrendered to the shelter. PAWS has several programs focusing on the development of healthy foster homes and training. Our most successful program is our Prison PAWS program where we place rescued dogs at the Eden Detention Center. The dogs are paired with an inmate who has been trained in dog training practices. The inmate works with the animal for a 10 week period. At the conclusion of the 10 week training, the animals are tested and earn their Canine Good Citizen acreditation. They can go on to be service dogs, therapy dogs or just excellent family companions. The animals are then offered or adoption.

In an effort to provide new and successful services to advance our mission, Concho Valley PAWS staff stays current on adoption and marketing trends. The staff attends online seminars and training to keep abreast of current studies, statistics and programs that offer high success with limited resource investment. Concho Valley PAWS draws on the experience and mentorship of other large national rescues utilizing programs such as Meet Your Match through the ASPCA, the model for large volume adoption programs of Washoe County, Nevada and others.

Concho Valley PAWS has a number of established and healthy working partnerships with breed specific rescues throughout the state and the U.S. These relationships allow us to transport animals of specific breeds to other areas for adoption in an effort to reduce the burden on our local community for foster and adoptive homes. Animal population concerns arise when there are more animals than there are homes willing to care for them. This is the situation San Angelo currently faces. Transporting animals to other areas makes sense, and doing so also increases the liklihood of a successful adoption for the shelter dogs remaining in this area.

Concho Valley PAWS utilizes a number of websites to promote pets for adoption both locally and nationally including petfinder.com, adoptapet.com, and rescueme.org. We also utilize our own website and social media for the promotion of adoptable pets and PAWS services.

PAWS enjoys a very successful and beneficial media relationship with our local media outlets. We are welcomed on air on the three major radio stations, KIXY, KGKL and KKCN each week to discuss upcoming events and adoptable pets. We are recurring bi-monthly guests on KLST's Midday and monthly guests on Concho Valley LIVE. We feature a Pet of the Week twice weekly in the Standard Times. And a professionally produced Pet of the Week segment airs on KLST and KSAN during the evening news weekly. KIDY Fox films a "KIDY Puppy Play" each Friday. We feel these established relationships will only grown and be highly beneficial as we embark on this project.

The key staff involved in this project will be PAWS Executive Director, Jenie Wilson and Intake and Adoption Program Director, Jenny Murphy.

Wilson is a native of San Angelo. She has been with Concho Valley PAWS since September 2009. She has over 12 years experience in non-profit managment and grant writing. In 2003, she established a local chapter of Big Brothers Big Sisters. In 2008, she was drawn to animal rescue when she heard the news of 69 dogs being seized from deplorable conditions in a San Angelo home. She entered the profession as a volunteer for the national Shih Tzu and Furbabies Rescue where she quickly grew with the organization and became the Coordinator for the Texas region. In 2009, the Humane Society of Tom Green County (now Concho Valley PAWS) approached Wilson about joining the organization as the Executive Director and she has served in that capacity since.

Wilson has served on a number of boards and committees. In the past she has served as a United Way loaned executive and she currently serves as chair on the Animal Services Advisory Committee. Wilson is a 2007 recipient of the Jefferson Award for Public Service.

Jenny Murphy has been employed with PAWS since 2014. She is the Intake and Adoption Program Director. Her primary role is to oversee the programs by following the policies and procedures established by our Board of Directors. She is experienced in animal temperament testing, behavior identification and support counseling. Since her employment began, Murphy has provided the oversight of over 1,700 adoptions and over 2,000 program intakes. Murphy works directly with volunteers and delegates duties to maximize the organization's resources. Murphy provides for all of the programs follow-up services and works directly with area veterinarians in seeking services for the animals we serve.

Approach in Providing Services

Concho Valley PAWS has a mission to reduce the population of homeless pets in the Concho Valley and end the euthanasia of adoptable pets by offering low-cost spay and neuter programs, quality adoption programs and education services. Each day we focus our work effort on achieving this mission.

Concho Valley PAWS has enjoyed a healthy and mutually beneficial relationship with the current managment at the San Angelo Animal Shelter. While we in no way take credit, we are proud to have played some part in the increased adoptions and reduced euthanasia the shelter has experienced in the past 6 months. It is on that relationship we wish to build a solid foundation to grow our rescue and

adoption center so that we can mimic the success of other programs where private entities have partnered with municipal shelters to achieve a low or no-kill community,

This project will allow PAWS to utilize its experiences and resources to do what we do best - rescue, rehabilitation and adoption. In turn, by PAWS taking on the role of adoption provider within the shelter, it allows the shelter staff to begin to focus on their core missions of animal control and rabies quarantine.

PAWS believes that education and awareness are key elements to the success of a growing adoption program. PAWS will focus much of our energy into promoting adoption and showcasing pets. Almost 60% percent of adoptions take place because someone met and interacted with a pet available for adoption in a public setting. Another 40% of adoptions happen because someone saw a photo of a dog or cat waiting for adoption. Less than 30% of shelter pet/rescue organization adoptions take place because an adopter was "looking". With this knowledge, PAWS believes strongly in community events, but also utilizing brand marketing and social media in promoting dogs and cats available for adoption to bring the community and the pets together.

PAWS also places a great importance on application processing. Not every home should have a pet, but every healthy, adoptable pet should be given the opportunity of finding a home. PAWS tries to find that balance by processing applications with the best interest of the pet in mind while understanding that some applicants may look weak on paper, but education and awareness can help them grow into a responsible pet owner. Having stated that, we never want to place a pet in dangerous situation. Application processing must also be done in a timely manner. Our current application process can be done within 5-10 minutes including a personal interview, if we can reach all the parties involved. If the party currently has pets, we do contact the veterinarian for a reference and to ensure that the applicant is in compliance with state and local animal laws such as rabies vaccinations and spay and neuter practices. If we find that the owners are not in compliance, we offer counseling and education to see if we can assist them into compliance and then qualify their application for adoption.

Adoption follow-up is also crucial. It is imperative to address issues as soon as they become problems. It is easier to make a training referral to which both the owner and pet are open. With that knowledge, we make follow-up calls one week after the adoption is finalized. We then follow up at 3 weeks, 6 months and then an annual check. PAWS staff has learned that these calls can help save the relationship between the adoptive pet and the new owners by helping address any behavioral issuses, assist the owner is learning how to communicate with the pet by providing some training pointers or information or by referring the new owner to a trainer who has agreed to work with PAWS pets at a reduced fee. Bringing a new pet into your family can be challenging and PAWS wants to ensure that adopters feel supported.

Upon adoption, the owners are asked to contractually agree to love, shelter and provide for the pet for the duration of his or her life. PAWS requires that the owner commit to responsibly rehome the pet through our Second Chance Program should their situation change, rather than surrendering the pet to a shelter.

PAWS staff and volunteers approach our services in a positive and pro-active way. PAWS focuses on the positive side of rescue and adoption. PAWS constantly showcases success stories and promotes the happy endings. PAWS has found that this approach gathers more support to the organization and keeps volunteers hopeful.

PAWS has refined our adoption process. Our process is almost completely paperless for the tech savvy adopter, but we can still cater to the needs of individuals who prefer hard copy paperwork as opposed to online processes. Individuals who are looking to adopt a particular breed or type of pet may apply in advance and obtain pre-approval, and then leave an adoption event with a pet of their choosing very quickly.

Concho Valley PAWS has developed great relationships with the areas certified dog trainers. Through those relationships we have agreements that trainers will accept referrals from Concho Valley PAWS and offer their services at a drastically reduced rate. This is imperative because, according to the Humane Alliance, 70% of the pets that are surrendered by owners are surrendered due to behavior issues such as house training, destructive chewing, disobedience and jumping. If we can offer owners an alternative that will address these issues, we should see a reduction in the number of animals surrendered. Many animal issues can be resolved by teaching the owner how to communciate with the pet and by providing some education, as many new pet owners are unaware and uneducated regarding how to train, interact with or handle a pet.

Fee Schedule

To implement the project, Concho Valley PAWS will provide two employees. PAWS is requesting project funding not to exceed $60,000 to cover the costs of these salaries. The requested fee schedule is a quarterly dispersement of $15,000 per quarter to cover salaries.

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Contact Information Form

Firm Name:	Humane Society of Tom Green County dba Concho Valley PAWS		
Mailing Address:	4001 Sunset Drive, Suite 1072		
City, State Zip Code:	San Angelo, TX 76904		
Print Name:	Jenie Wilson, Executive Director	Date:	10/25/2016
Tax ID (attach IRS W-9):	75-6030459		
Telephone:	325-656-PETS (7387)	FAX:	325-942-1000
Email:	jenie@conchovalleypaws.org		

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Humane Society of Tom Green County dba Concho Valley PAWS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4001 Sunset Drive, Suite 1072

Requester's name and address (optional)

6 City, state, and ZIP code
San Angelo, TX 76904

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
7 5 - 6 0 3 0 4 5 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** Jane G Wilson **Date ▶** 10/24/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Please Print

Humane Society of Tom Green County dba Concho Valley PAWS
Company Name

Signature

Jenie J. Wilson
Printed Name

Executive Director
Title

4001 Sunset Drive, Suite 1072
Address

San Angelo, TX 76904
City, State Zip Code

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Humane Society of Tom Green County dba Concho Valley PAWS

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 10/24/16
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Debarment and Suspension Certification

(1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name Humane Society of Tom Green County dba Concho Valley PAWS

10/25/2016
Date

By: Jenie J. Wilson, Executive Director
Name and Title of Authorized Representative

Jenie J. Wilson
Signature of Authorized Representative

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Local Preference Consideration Application

Business Name: Humane Society of Tom Green County dba Concho Valley PAWS

Physical Address: 4001 Sunset Drive, Suite 1072

Mailing Address:

City, State, Zip Code: San Angelo, TX 76904

Business Type:

- ☒ Corporation – Indicate state of incorporation 501c3 Non-Profit- Texas
- ☐ Partnership – Indicate "general" or "limited"
- ☐ Sole proprietorship

Attachments: ***Describe in writing, and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

Jenie J Wilson
Authorized Representative Signature

Jenie J. Wilson
Printed Name

Executive Director
Title

10/25/2016
Date

(Attach description and documentation of economic impact as outlined on previous page)

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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List of References

List at least three (3) references of similar scope and size giving company name, contact information, and term.

REFERENCE ONE

Government/Company Name: Shih Tzu & Furbabies Rescue
Location: Saint Mary's Georgia 31558
Contact Person and Title: Meredith Coley, Executive Director and Founder
Telephone Number: 325-673-1594
Scope of Work: Animal rescue and adoption services
Contract Period:

REFERENCE TWO

Government/Company Name: City of San Angelo Animal Services
Location: San Angelo, TX 76903
Contact Person and Title: Robert Salas, Director of Neighborhood and Family Services
Telephone Number: 325-655-0824
Scope of Work: San Angelo Animal Shelter Rescue Partner
Contract Period: No contract- we are a rescue affiliate of the city's since 1961. Worked with Mr. Salas since 2014

REFERENCE THREE

Government/Company Name: City of San Angelo Animal Services
Location: San Angelo, TX 76903
Contact Person and Title: James Flores
Telephone Number: 325-657-4224
Scope of Work: San Angelo Animal Shelter Rescue Partner
Contract Period: No contract-we are a rescue affiliate of the city's since 1961. Worked with Mr. Flores since 2014

REFERENCE FOUR

Government/Company Name:
Location:
Contact Person and Title:
Telephone Number:
Scope of Work:
Contract Period:

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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REFERENCE FIVE

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

CITY OF SAN ANGELO
PURCHASING DIVISION
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Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

__X__ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Xenia G Wilson 10/24/16
Signature Date

This Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a _____ ("Provider"), effective as of the _____ day of _____, 20____(the Effective Date).

RECITAL

A. City issued a Request for Proposals, No. NS-01-17 Animal Adoption Services ("RFP NS-01-17"), for animal adoption services ("Services") on _____; Provider's response thereto ("Response") has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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

C. On _____, 20__, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

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

TERMS:

1. RECITALS: The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Carl White, Parks and Recreation Director, Parks and Recreation, 325-657-4450

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

Consider authorizing the City Manager to negotiate an agreement with I-10 Race Promotions, Inc. (DBA Lucas Oil Drag Boat Racing Series) for the annual Craig Partush Drag Boat Races at Lake Nasworthy and to execute any documents related thereto - (Presentation by Parks & Recreation Director Carl White)

Summary/History:

The "Lucas Oil Drag Boat Races" have been hosted in cooperation with the Chamber of Commerce at Lake Nasworthy the last 10 years. The events have been successful and popular and have been mutually beneficial to Lucas Oil, the Chamber of Commerce, the City of San Angelo and the city overall. We want the events to continue.

We recently received a letter from the "Lucas Oil Drag Boat Races" organization requesting that the future events be self-promoted and that a second annual event be allowed in September. That letter is attached.

We have held meetings with the organization, along with the Chamber of Commerce, to discuss this matter. At our last meeting, it was proposed for "Lucas Oil Drag Boat Races" to enter into agreement with the City. Previous events have been permitted through the Special Event application process and each year we have been taking to Council the request to waive certain ordinances in order for the event to occur. This has included: coordination of camping and parking for the event, entrance gate fees, permits for street closures, tents, vendors and signs, provisions regulating the water of Lake Nasworthy, such as "No Wake" zones, and waiver to allow vendors within 500 feet of boat ramps and City-owned property leased for commercial purposes, which has been the practice of past races.

The basic terms of the agreement would include:

* a 3-year lease, with an option to extend.
* a "rental" fee for the use of the parks for each event.
* Lucas Oil Drag Boat Races to coordinate, prepare, operate, manage and execute the events.
* Lucas Oil Drag Boat Races to clean and return the parks to the same condition before the events, after each event
* waiver of the applicable ordinances as previously done the years past.
* 2 events each year, 1 in June and 1 in September.

This agreement would not prevent involvement of the Chamber of Commerce. They have been in discussions with Lucas Oil to determine their role in future events.

We seek Council's approval moving forward with this agreement along with any input and preferences regarding the matter.

Financial Impact:

There is no new cost for entering into this agreement.

The City would be paid a negotiated flat fee each year to have use of the parks for the events. In addition, the city overall would benefit from the economic impact of holding the events, estimated to be at $2.5 million for each event.

Other Information/Recommendation:

Attachments:

1.	Letter of proposal from Lucas Oil Drag Boat Races	Letter of proposal from Lucas Oil Drag Boat Races Events.pdf
2.	Resolution Drag Boat Races Agreement	17-184_PARKS_1-10_NASWORTHY_SPECIAL_EVENT_RESO.docx
3.	Agreement proposed drag boat races	17-184_PARKS_I-10_RACE_PROMO_SPECIAL_EVENT_K.docx
4.	Presentation Lucas Oil Drag Boat Races	Drag Boat Races.pptx

Presentation:

Approvals/Reviews:

Carl White	Created/Initiated
Theresa James	Approved
Rick Weise	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

I-10 RACE PROMOTIONS INC.
DBA LUCAS OIL DRAG BOAT RACING SERIES
P.O. BOX 549
MARBLE FALLS, TEXAS 78654

Mr. White,

As Lucas Oil prepares for the 2017 drag boat race series we are looking to make some changes, a restructuring if you will. The restructuring of the 2017 race series will include a few major changes we see as necessities for the success of the 2017 racing season and anticipate some of these changes being very exciting for the City of San Angelo. We would like to have 2 races in San Angelo in 2017, the June race as normal and a 2nd event at the end of September as well.

Lucas Oil will continue to bring the quality event that San Angelo has enjoyed over the years, with always striving for improvements. This event has been and continues to be an important part of the Lucas Oil Drag Boat Racing Series, and provides major economic impact for the City of San Angelo by bringing multitudes of spectators and competitors alike to the area. We will continue to produce, at no cost to the city, multiple television programs promoting the city and surrounding area both nationally and globally on MAVTV Motorsports Network, CBS Sports Network, NBC Sports Network, and Lucas Oil Racing TV.

Lucas Oil appreciates the San Angelo Chamber of Commerce for their support over the past several years. However, the direction of the company is towards self-promoting the national events. We promote over 400 motorsports events annually, and retain professional staff to manage planning, execution and marketing for our events.

Lucas Oil is proposing to enter into an agreement with the City Of San Angelo to host two events annually. We are requesting a three year agreement to be extended for up to two additional periods of three years each by mutual agreement of the parties upon ninety day advance written notice given by Lucas Oil.

The dates requested for 2017 are June 23-25 and September 30 - October 1 with the same weekends of these two months each year after.

Lucas Oil Is Requesting:

1. A rental agreement with the City for the areas of Middle Concho Park and Spring Creek in order to host said events.
2. City to prepare these areas in mowing and trash removal prior to the events. Lucas to be responsible for all clean up and returning the facility to the same condition as before the event.
3. City to waive all applicable ordinances, i.e. noise, speed restrictions on the lake, etc. in order to facilitate hosting the event.
4. The use of SAPD personnel for security as deemed necessary. (paid by Lucas)

Lucas Oil will continue to include the City of San Angelo in all advertising as a co-sponsor, along with inclusion of the City of San Angelo in all television productions.

Respectfully,

Kenneth Dollar
Series Director
Lucas Oil Drag Boat Racing Series

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING I-10 RACE PROMOTIONS, INC. TO CONDUCT THE "CRAIG PARTUSCH MEMORIAL SHOWDOWN IN SAN ANGELO BOAT RACES" ON LAKE NASWORTHY AS AN ANNUAL OR BIANNUAL SPECIAL EVENT; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR CONDUCTING SAID ANNUAL OR BIANNUAL SPECIAL EVENTS IN ACCORDANCE WITH WRITTEN APPLICATIONS FOR EACH SPECIAL EVENT APPROVED BY THE DIRECTOR OF PARKS AND RECREATION.

WHEREAS, I-10 Race Promotions, Inc. is the promoter and sponsor of an annual drag boat racing event called the "CRAIG PARTUSCH MEMORIAL SHOWDOWN IN SAN ANGELO" (the "Event") on the waters of Lake Nasworthy, a lake owned by the City of San Angelo, Texas, and on designated lake park land; and,

WHEREAS, I-10 has successfully promoted and sponsored the Event for ten consecutive years, providing sporting, recreational and economic opportunities for the citizens of San Angelo; and,

WHEREAS, I-10 proposes to continue to conduct the event at least annually and potentially biannually for three consecutive years, with options to promote the special event for up to two additional years; and,

WHEREAS, the City Council, pursuant to Chapter 9, Article 9.03 *Lake Nasworthy—Twin Buttes*, may authorize special events with temporary variances from prohibitions and requirements of city ordinances, for sporting and recreational purposes on Lake Nasworthy; and,

WHEREAS, on January 17, 2017, pursuant to consideration of factors set forth in Article 9.03, Council has determined to authorize special events presently known as the CRAIG PARTUSCH MEMORIAL SHOWDOWN IN SAN ANGELO or similar special events for boat races on the waters of Lake Nasworthy to be promoted and sponsored by I-10 Race Promotions, Inc., annually or biannually, upon terms and conditions included in an agreement to be negotiated and executed by the City Manager in substantially the attached form and pursuant to Special Event Applications approved by the Director of Parks and Recreation, for three consecutive years with options for two additional one year extensions.

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

The City Council on consideration of the factors provided at Article 9.03 of the City of San Angelo Code of Ordinances hereby authorizes the annual or biannual special events presently known as the CRAIG PARTUSCH MEMORIAL SHOWDOWN IN SAN ANGELO or similar special events for boat races on the waters of Lake Nasworthy and designated park lands at or about the lake pursuant to terms of a written agreement to be negotiated and executed by the City Manager in substantially the attached form, each such special event to be conducted on Special Event

Application by I-10 Race Promotions Inc. that include terms and conditions approved by the Director of Parks & Recreation.

PASSED, APPROVED, and ADOPTED on this the 17th day of January, 2017.

CITY OF SAN ANGELO

ATTEST:

By: _____
Dwain Morrison, Mayor

_____
Bryan Kendrick, City Clerk

Approved as to Content:

_____
Carl White, Director of Parks & Recreation

Approved as to Form:

_____
Theresa James, City Attorney

SPECIAL EVENT CONTRACT
BY AND BETWEEN
THE CITY OF SAN ANGELO
AND
I-10 RACE PROMOTIONS, INC.,
d/b/a LUCAS OIL DRAG BOAT RACING SERIES

This Special Event Contract ("Agreement") effective **January 17, 2017**, ("Effective Date") is entered into by and between the City of San Angelo, a Texas home rule municipal corporation ("City") and I-10 Race Promotions, Inc., a California for profit corporation authorized to do business in the State of Texas and doing business as "Lucaas Oil Drag Boat racing Series", (hereinafter "I-10" or "Promoter").

RECITALS

WHEREAS, I-10 is the promoter and sponsor of an annual drag boat racing event called the "CRAIG PARTUSCH MEMORIAL SHOWDOWN IN SAN ANGELO" (the "Event") on the waters of Lake Nasworthy, a lake owned by the City of San Angelo, Texas, and on lake park land; and,

WHEREAS, I-10 has successfully promoted and sponsored the Event for ten consecutive years, providing sporting, recreational and economic opportunities for the citizens of San Angelo; and,

WHEREAS, I-10 proposes to continue to conduct the event at least annually and potentially biannually for three consecutive years, with options to promote the Event for up to two additional years; and,

WHEREAS, the City Council, pursuant to Chapter 9, Article 9.03 *Lake Nasworthy—Twin Buttes*, may authorize special events with temporary variances from prohibitions and requirements of city ordinances, for sporting and recreational purposes on Lake Nasworthy; and,

WHEREAS, on January 17, 2017, pursuant to consideration of factors set forth in Article 9.03, Council authorized special events presently known as the CRAIG PARTUSCH MEMORIAL SHOWDOWN IN SAN ANGELO or similar special events for boat races on the waters of Lake Nasworthy to be promoted and sponsored by I-10 Race Promotions, Inc., annually or biannually, upon terms and conditions included herein and pursuant to Special Event Permit on Applications approved by the Director of Parks and Recreation, for three consecutive years with options for two additional one year extensions;

NOW THEREFORE, for and in consideration of the premises, undertakings and mutual covenants of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of the parties, the City of San Angelo and I-10 Race Promotions, Inc. agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

Section 2. Authorization for Special Events. Promoter shall submit at least once annually, and up to two times annually, for the term of this Agreement and any extensions hereof, special event applications on forms approved by the Director of Parks and Recreation (the "Director') for each annual or semiannual special event boat race to be conducted on the waters of Lake Nasworthy, sponsored by Promoter. The terms and conditions of the special event application and permit, including reasonably

required variances from the prohibitions and requirements of city ordinances, shall be as required by and subject to the approval of the Director, consistent with the provisions of this Agreement.

Section 3. Lease of Park Land. (a) Leased Premises. Each Special Event shall include the lease by City as Landlord to Promoter as Tenant of the following park lands for TWELVE THOUSAND FIVE HUNDRED AND NO 100/DOLLARS ($12,500) per event, for a total rental of TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000) for biannual events, each special event inclusive of three (3) days on which the event is to be conducted, plus the one day preceding the event for set up and three days immediately following the last day of the event for tear down and clean up, for a total lease term of seven days:

> Spring Creek Park and Middle Concho Park as more particularly described and depicted on Exhibit "A", attached hereto and made a part of this Agreement for all purposes (hereinafter collectively the "Leased Premises").

Rent for Leased Premises shall be payable in advance of each special event and shall accompany the required Application for Special Event to be submitted to the Director as herein provided.

(b) Landlord Preparation. City shall prepare the Leased Premises just prior to the Tenant set up day for the lease term by mowing the lawn and removal of trash. Tenant shall be solely responsible for set up, tear down and clean up of the Leased Premises following the special event.

(c) Tenant Public Fees. Fees charged by Tenant for access to or use of Leased Premises during a special event shall be subject to pre-approval by the Director.

(d) Security. In addition to rent, Tenant shall be solely responsible for providing reasonable security for the authorized special event and use of Leased Premises, as approved by the San Angelo Police Department.

(e) Miscellaneous Lease Provisions.

i. Tenant may operate all terrain vehicles in and about the Leased Premises;
ii. Tenant may designate or restrict access to areas for parking, camping, vendors, racers and crews, and spectators. No RV camping not sponsored by Tenant will be allowed at Spring Creek, except on property under separate lease to a third party that is utilized for RV parking which Tenant shall permit continuous ingress and egress across Leased Premises for RV park purposes.
iii. Tenant is permitted to set up Tents and post signs subject to regulation set out in the Special Event Permit or as otherwise directed by the Director.
iv. Tenant may close park driveways on Leased Premises as approved by the Director and designated by Tenant on maps.
v. Tenant may prohibit access to the race area by unauthorized persons and boats until after the track is disassembled within the tear down period provided for.
vi. Tenant may restrict access to the Leased Premises for exclusive use of Tenant for Special Event purpose for the time periods designated in the Permit.
vii. Tenant may prohibit awnings and coolers larger than 50 quarts in the designated spectator viewing and vending areas.
viii. Tenant may prohibit camping at locations in the Leased Premises, other than in the designated RV vehicle parking areas.
ix. Boats shall not be permitted in Middle Concho Park of the Leased Premises for the term of the Permit.

x. Tenant fees charged to the public relating to the Special Event pursuant to the lease shall be subject to prior approval of the Director.

xi. Tenant shall provide:

- a minimum total of fifty (50) Port-A-Potties, two (2) of which shall be ADA accessible. Thirty (30) including one of the ADA accessible Port-A-Potties shall be provided in the Spring Creek Park area. Twenty (20) including one of the ADA accessible Port-A-Potties shall be provided in the Middle Concho Park area;
- adequate garbage dumpsters;
- maintain the permanent restroom facilities;
- provide security through the San Angelo Police Department (SAPD) as recommended by the SAPD;
- work with the SAPD in developing a mutually agreeable plan for traffic control;
- provide, set up and remove barricades reasonably necessary for the direction of vehicular traffic and for designation of parking, camping, spectors, vendors, racers, crews and other necessary designated areas ;
- provide designated parking areas, including designated RV and ADA parking spaces;
- provide all necessary employees and volunteers reasonably necessary to safely and efficiently conduct the Special Event;
- require vendors to obtain all permits required under city ordinance, including but not limited to Sales and Use Tax, and present proof thereof to the Tenant prior to conducting business.
- Tenant is required to use the City Concessionaire exclusively for the sale of any alcoholic beverages.

The City Manager or his designee shall have full authority to enforce Tenant compliance with the foregoing requirements [Section 3, (e)xi. above] and, in Landlord's sole discretion, to correct any deficiency in Tenant compliance, including the authority to immediately suspend the Special Event Permit and Tenant operation of the Special Event until such deficiencies as may constitute an immediate health or safety risk to the public, as determined in the sole discretion of the City Manager or his designee, are corrected.

Section 4. Initial Term. This contract shall commence on the Effective Date first herein above provided and continue for a period of Three (3) years through January 17, 2020, at which time this Agreement shall automatically expire and be of no further force or effect, unless earlier terminated or unless extended pursuant to Provider's options to extend initial term for up to two additional one year as herein provided.

Section 5. Options of Promoter to Extend Term. On condition that Promoter is not in default of any of the provisions of this Agreement or the terms or conditions of any Special Event Application approved by the Director pursuant to this Agreement, Promoter shall have two options to extend the term of this Agreement on the same terms and conditions as herein provided for a period of one additional year each, for a combined total of two years , the first option extension commencing January 17, 2020, and expiring on January 17, 2021, and the second option extension conditional upon exercise of the first option to extend and commencing January 17, 2022 and expiring on January 17, 2023. Promoter shall exercise the options to extend by providing written notice thereof upon the Director not more than 180 days or less than 90 days prior to expiration of the initial term, or expiration of the first extended term, as applicable.

Section 6. Compliance with Federal, State and Local Laws. Promoter shall be solely responsible for securing such permits as may be required and for compliance by Promoter and Promoter's employees, agents, subcontractors, and licensees with ordinances and other applicable federal, state and local laws and regulations in the promotion, sponsorship and conduct of each special event conducted pursuant to this Agreement.

Section 7. INDEMNIFICATION. Promoter shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the promotion, sponsorship and conduct of special events (hereinafter collectively "Services") contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Promoter or Promoter's agent, consultant under contract, or another entity over which Promoter exercises control, or its employees, agents or sub-providers (collectively referred to as "Promoter") (ii) the failure of Promoter to comply with any of the paragraphs herein or the failure of Promoter to conform Services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Promoter expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Promoter, or any of its sub-providers, as provided above, for which Promoter's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Promoter to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement and any extension thereof but thereafter so long as any liability could be asserted in regard to any acts or omissions of Promoter in performing Services under this Agreement.

Section 8. Insurance. Promoter shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in **Exhibit "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 shall be drawn in the name of Promoter, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Promoter. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating

such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Promoter shall at any time upon request file duplicate copies of the policies of such insurance with City.

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

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

Promoter shall cause each subprovider and sub-subprovider of Promoter to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "B"** hereto. Promoter shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Promoter's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Promoter of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Promoter of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Promoter fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Promoter shall be deemed in default of this Agreement.

Section 9. Default. If Promoter fails to comply with any term or condition of this Agreement or of the terms of a Special Event Application approved by the Director as herein provided, then Promoter shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Promoter, terminate this Agreement whereupon all rights and privileges of Promoter under this Agreement shall immediately terminate and City shall not be responsible for any direct or indirect damages suffered by Promoter as a result of termination of the Agreement. Promoter understands and agrees that termination of this Agreement under this section shall not release Promoter from any obligation accruing prior to the effective date of termination.

Section 10. Non-discrimination. Promoter represents and warrants to City that Promoter does not and will not engage in discriminatory practices prohibited by law and that there shall be no discrimination in connection with Promoter's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Promoter further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

Section 11. Assignment. This Agreement shall not be assigned by Promoter, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

Section 12. Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the third day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:	**TO PROMOTER:**
City of San Angelo	I-10 Race Promotions, Inc.
Attn: Dir. of Parks & Recreation. 702 S. Chadbourne Street San Angelo, Texas 76903	Attn: _____ 302 North Sheridan Street Corona, California 92880
Telephone No.: (325) 657-4450	Telephone No.: (____) _____

Section 13. Amendment. This Agreement may not be amended except upon written agreement executed by each of the parties hereto. .
.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties hereto agree that venue of any suit brought for any breach of this Agreement is exclusively fixed in any court of competent jurisdiction in Tom Green County, Texas.

Section 15. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or permitted assigns.

Section 16. Independent Contractor. Promoter performs Services under this Agreement as an independent contractor, and not as an agent or employee of City. Accordingly, neither Promoter or Promoter's agents, employees or sub-providers (hereinafter collectively "Promoter's Workers") shall attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees of City. Promoter further understands that Texas Workers' Compensation benefits available to employees of City are not available to Promoter's Workers, and agrees to provide all wages and other compensation due Promoter's Workers, and workers' compensation insurance for any Worker, employee or agent of Promoter rendering Services under this Agreement.

Section 17. Survival of Remedies. Anything in this Agreement to the contrary notwithstanding, the provisions of this agreement relating to indemnity and any other provisions

which by their nature should survive termination or expiration of this Agreement, shall so survive.

Section 18. Entire Agreement of the Parties. This Agreement, and any written Special Event Applications approved pursuant to this Agreement, represent the entire and integrated agreement between the parties with respect to the subject matter hereof. All prior negotiations, representations or agreements with respect to the subject matter hereof not expressly incorporated into this Agreement are hereby superseded and cancelled.

I-10 RACING PROMOTIONS, INC., a
California Corporation, d/b/a Lucas Oil Off-Road
Racing Series

By: _____

_____
(print name)

ITS: _____
(office held)

Email Address: _____

DATE: _____, 2017

CITY OF SAN ANGELO

ATTEST:

_____
Bryan Kendrick, City Clerk

By: _____
Daniel Valensuela, City Manager

DATE: _____, 2017

APPROVED AS TO CONTENT:

_____
Carl White, Director of Parks & Recreation

APPROVED AS TO FORM:

_____
Dan T. Saluri, Deputy. City Attorney

APPROVED FOR RISK

_____
Charles Hagen, Risk Manager

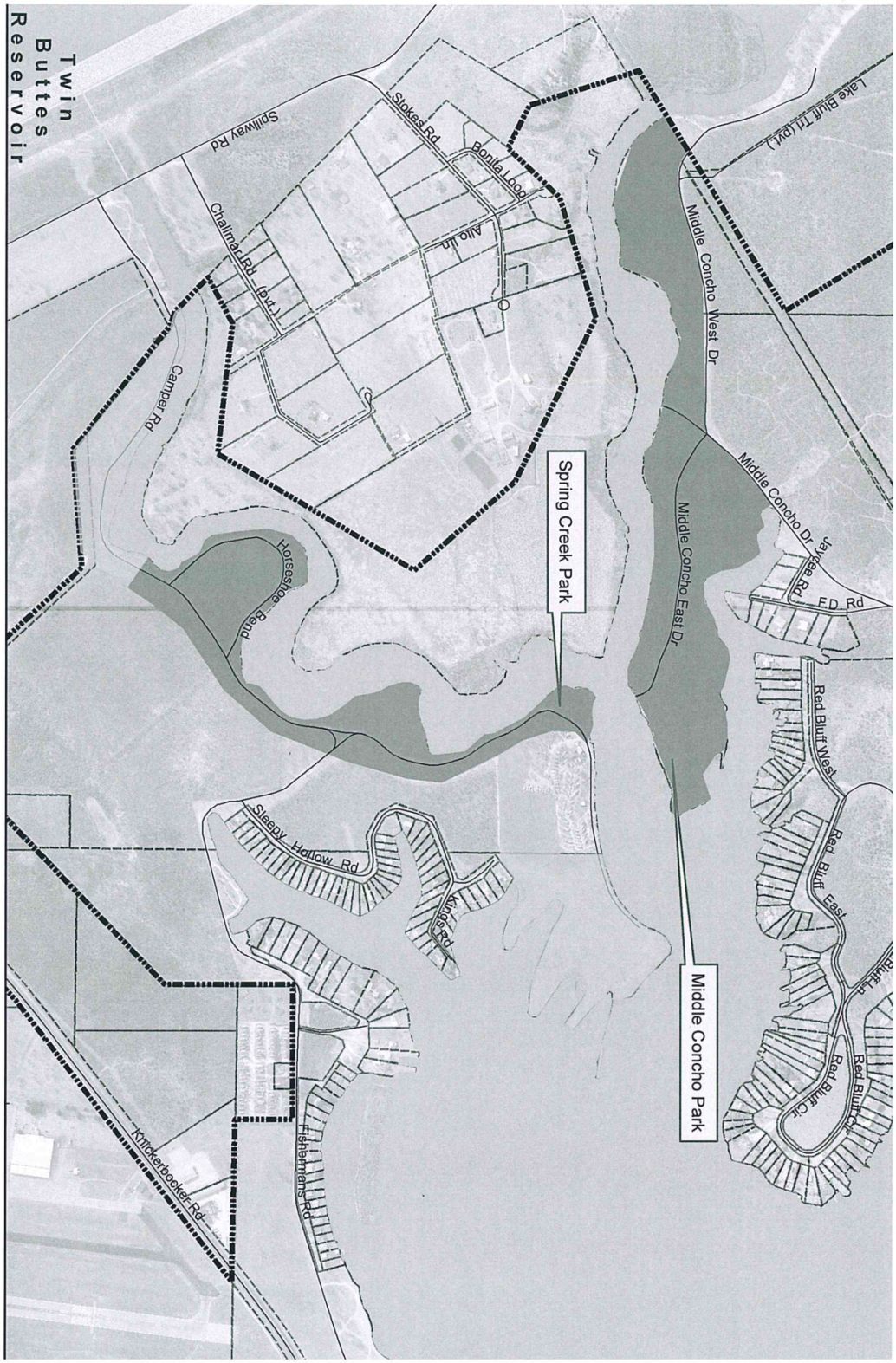
EXHIBIT "A"

Description and Depiction of Leased Prmises

(following pages)

Spring Creek Park being sixty (60) acres more or less and located adjacent to the waters of Lake Nasworthy, City of San Angelo, Tom Green County, Texas, as depicted on following diagram.

Middle Concho park being ninety (90) acres more or less and located adjacent to the waters of Lake Nasworthy, City of San Angelo, Tom Green County, Texas, as depicted on following diagram.



Middle Concho Park and Spring Creek Park at Lake Nasworthy

EXHIBIT "B"

Description and Depicitions of Leased Park Lands

(following pages)

EXHIBIT "B"

SPECIAL INSURANCE RIDER

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

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

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

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

$ 1,000,000.00 Combined Single Limit

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

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

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

1.4 **Liquor Liability**. In the event Promoter plans to distribute, serve, or sell alcoholic beverages, the Promoter shall obtain Liquor Liability coverage in the amount indicated below. The insurance shall protect the Promoter and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Promoter's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be no less than:

$1,000,000.00 Combined Single Limit, each occurrence

1.5 **Environmental Liability**. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; (including death) property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Coverage shall not be less than:

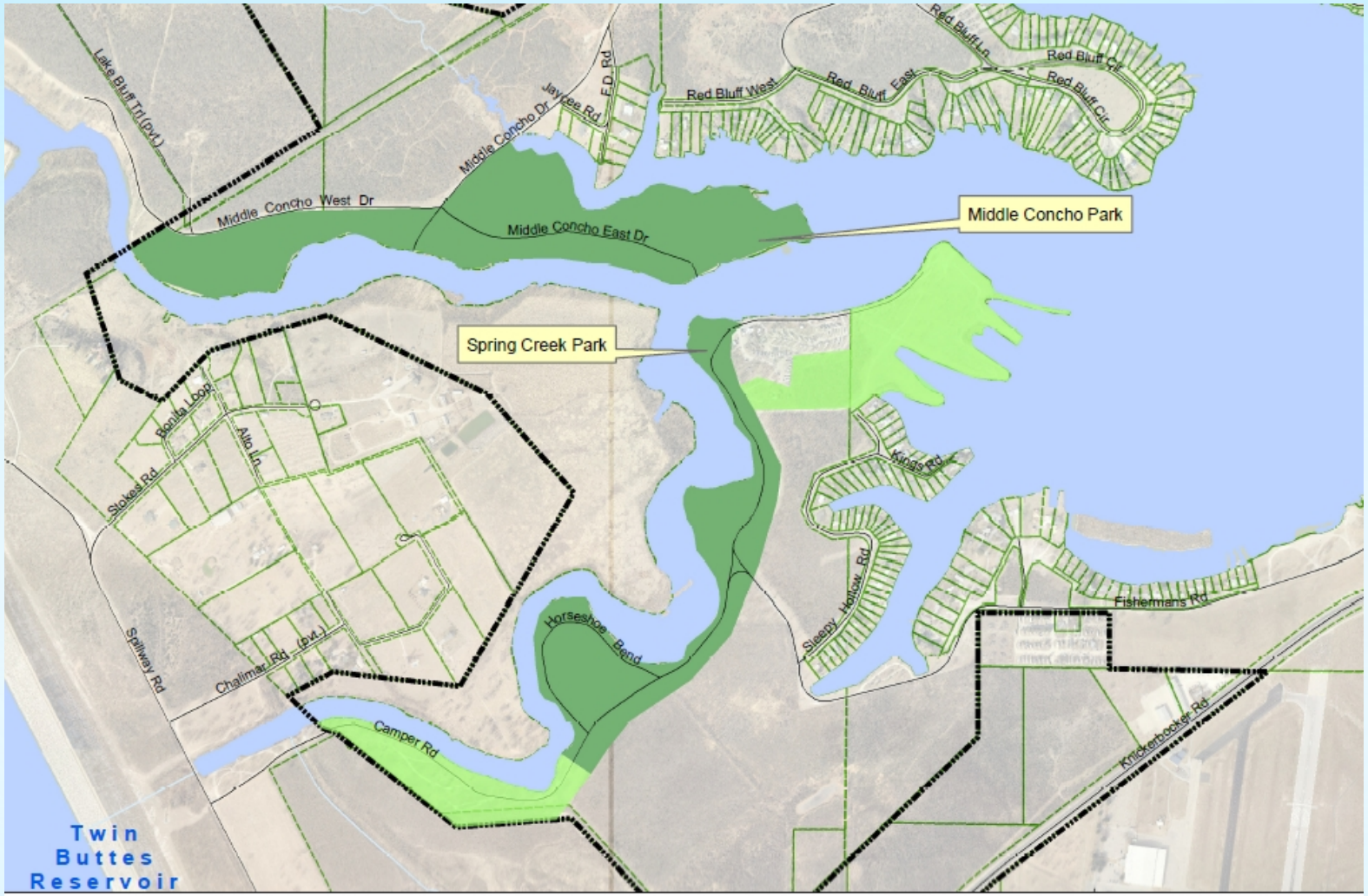
$1,000,000.00	per loss
$2,000,000.00	Annual aggregate

City Council

January 17, 2017

Drag Boat Races

- Proposal from Lucas Oil Drag Boat Racing.
- Brief event background.
- Benefits of the event.
- Discussion meetings.
- Consideration of an agreement with the City.



City Limits
Parks

Middle Concho Park and Spring Creek Park at Lake Nasworthy

N

1 inch = 1,000 feet

Drag Boat Races

- Key agreement terms:
  - 3-yr. term with option to extend.
  - Flat rental fee for each event.
  - Lucas Drag Boat Racing to self-promote and run each event.
  - Same details and ordinance waivers as in past 10 yrs.
- Role of the Chamber of Commerce.

City Council

January 17, 2017

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

First Reading and public hearing for an Ordinance approving an amendment to the Vision Plan component of the San Angelo Comprehensive Plan, to change the Future Land Use designation on eight properties: 2007 West Loop 306 and 2031 West Loop 306 from "Neighborhood" to "Commercial," 1981 West Loop 306 from "Neighborhood Center" and "Neighborhood" to "Commercial," 1883 and 1955 West Loop 306 from "Neighborhood Center" and "Neighborhood" to "Commercial," 4537- 4541 North Bentwood Drive and 4540-4544 North Bentwood Drive from "Neighborhood" to "Neighborhood Center," and 1801 West Loop 306 from "Neighborhood Center" to "Transitional" - (Presentation by Planning & Development Director Jon James)

Summary/History:

In July of 2015, Principal LED was issued a building permit in error for Phase 1 of their development at 4541 North Bentwood Drive. Principal LED assembles and warehouses commercial and residential LED lighting for the construction industry. While the office uses were permitted in the CG zoning on the property, the warehousing and assembly components were not permitted uses.

The error was not identified until after September 16, 2016, when the applicant submitted a building permit application for Phase 2 located on the north portion of the property. During site review, Planning Staff identified that the proposed uses of the new building, and the existing uses in Phase 1, both included assembly and warehousing of LED lights. The applicant has subsequently applied for a Planned Development (PD) Rezoning in order to allow the additional uses of warehousing and assembly. Staff determined that an Amendment to the City's Comprehensive Plan (aka Vision Plan) was also required as the current designation of "Neighborhood" does not support a Rezoning for commercial development. Whereas the City had issued the original permit in error, Planning Staff agreed to prepare this City-initiated Comprehensive Plan Amendment.

After researching the area, Staff decided to expand the boundary of the Comprehensive Plan Amendment area to include seven additional properties in close proximity in order to better reflect their current and future land uses. Five of the six properties fronting West Loop 306 will be redesignated to "Commercial" to be consistent with the existing commercial corridor of businesses along this frontage. The property furthest east fronting West Loop 306 will be designated "Transitional," extending the existing Transitional corridor immediately to the east. This will essentially stop heavier commercial development from further encroaching eastbound, allowing for lesser intense commercial or residential development in this vicinity. Finally, the existing Principal LED and T-Bone Crossfit properties further south will be redesignated "Neighborhood Center" to reflect their lesser intense commercial uses. None of these uses have outdoor storage and currently tend to have general lower traffic volumes than other uses in the area. The PD zoning for Principal LED will be subject to the Neighborhood Commercial development standards, consistent with a future Comprehensive Plan designation of Neighborhood Center.

Financial Impact:

N/A

Other Information/Recommendation:

On November 21, 2016, the Planning Commission recommended APPROVAL of Case VP16-02. Commissioner Farmer made a Motion to Approve the Comprehensive Plan Amendment, as presented by Staff. Commissioner Spano seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

1.	Staff Report	PL_VP16-02 report.docx
2.	Draft Ordinance	PL_VP16-02_Ordinance.docx

Presentation:

Jon James

Approvals/Reviews:

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

STAFF REPORT

City Council Meeting: January 17, 2017
February 7, 2017

To: City Council

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

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

Case: VP16-02

Request: A request for approval of amendments to the City of San Angelo Comprehensive Plan (a.k.a. Vision Plan), changing the Future Land Use Category on eight properties as follows: (1) for two properties, the south 275 feet of 2007 West Loop 306 and the south 275 feet of 2031 West Loop 306 from "Neighborhood" to "Commercial," (2) for one property, 1981 West Loop 306 from "Neighborhood Center" and "Neighborhood" to "Commercial," (3) for two properties, 1883 and 1955 West Loop 306 from "Neighborhood Center" and "Neighborhood" to "Commercial," (4) for two properties, 4537- 4541 North Bentwood Drive and 4540-4544 North Bentwood Drive from "Neighborhood" to "Neighborhood Center," and (5) for one property, the northwest 3.00 acres of 1801 West Loop 306 from "Neighborhood Center" to "Transitional."

Location of Properties:

Property #1: 2007 West Loop 306, generally located approximately 500 feet from the intersection of North Bentwood Drive and West Loop 306; more specifically being 2.80 acres, Lot E of Block 31, Bentwood Country Club Estates, Section 8A;

Property #2: 2031 West Loop 306, generally located approximately 700 feet from the intersection of North Bentwood Drive and West Loop 306; more specifically being 4.885 acres, Lot D of Block 31, Bentwood Country Club Estates, Section 8A;

Property #3: 1981 West Loop 306, generally located approximately 275 feet from the intersection of North Bentwood Drive and West Loop 306; more specifically being 3.124 acres, Lot F of Block 31, Bentwood Country Club Estates, Section 8B;

Property #4: 1883 West Loop 306, generally located at the southeast corner of the intersection of North Bentwood Drive and West Loop 306; more specifically being 2.746 acres, Lot A of Block 72, Bentwood Country Club Estates, Section 8D;

Property #5: 1955 West Loop 306, generally located at the southwest corner of the intersection of North Bentwood Drive and West Loop 306; more specifically being 2.487 acres, Lot H in the First Replat of Lot G, Block 31, Bentwood Country Club Estates, Section 8C;

Property #6: 4537-4541 North Bentwood Drive; generally located approximately 400 feet southwest of the intersection of North Bentwood Drive and West Loop 306; more specifically being 1.30 acres, Lot I in the First Replat of Lot G, Block 31, Bentwood Country Club Estates, Section 8-C;

Property #7: 4540-4544 North Bentwood Drive; generally located approximately 440 feet southeast of the intersection of North Bentwood Drive and West Loop 306; more specifically being 1.344 acres, Lot B in Block 72, Bentwood Country Club Estates, Section 8-E; and

Property #8: 1801 West Loop 306; generally located approximately 280 feet southeast of the intersection of North Bentwood Drive and West Loop 306; more specifically being 23.768 acres in the H. Zerbach Survey #178, Abstract No. 4210.

General Information

Future Land Use: See Attached Vision Plan Map

Current Zoning: See Attached Zoning Map

Existing Land Use:

Property #1: 2007 West Loop 306 – vacant commercial land
Property #2: 2031 West Loop 306 – McCoy's Building Supply Center
Property #3: 1981 West Loop 306 – Angelo Stone
Property #4: 1883 West Loop 306 – vacant commercial land
Property #5: 1955 West Loop 306 – vacant commercial land
Property #6: 4537-4541 North Bentwood Drive – Principal LED

Property #7: 4540-4544 North Bentwood Drive – T-Bone Crossfit Gym and Commercial Office and Storage Building
Property #8: 1801 West Loop 306 – vacant commercial land

Surrounding Zoning / Land Use:

North:	General Commercial/Heavy Commercial (CG/CH)	Loop 306 Highway, Verizon Building, Glazer's Alcohol Distribution
West:	General Commercial (CG)	Angelo Stone, McCoy's Building Supply Center
South:	Low Rise Multifamily Residential (RM-1), General Commercial (CG), Office Commercial (CO)	Single Family Dwellings
East:	General Commercial (CG)	T-Bone Crossfit, Commercial Office Building, Vacant Commercial Land

District: SMD #1 – Bill Richardson

Neighborhood: Country Club

Thoroughfares/Streets:

Per the Master Thoroughfare Plan (MTP), West Loop 306 is defined as a "Freeway." A freeway is intended to serve long trips, including vehicles entering and leaving an urban area, as well as major circulation within an urban area. West Loop 306 has an existing right-of-way of 300 feet and the existing paving width is 280 feet. This portion of West Loop 306 is owned and maintained by TxDOT which also governs the minimum standards for this freeway.

Per the Master Thoroughfare Plan (MTP), North Bentwood Drive is classified as an "Urban Collector Street," designed to collect Local Street traffic to Arterial Streets at a moderate speed, and requires a right-of-way width of 60 feet and a paving width of 50 feet. North Bentwood Drive has an existing right-of-way width of 60 feet and an existing paving width of 54 feet in compliance with the MTP.

History and Background:

In July of 2015, Principal LED was issued a building permit in error for Phase 1 of their development at 4541 North Bentwood Drive. Principal LED assembles and warehouses commercial and residential LED lighting for the construction industry. While the office uses were permitted in the CG zoning on the property, the warehousing and assembly components were not permitted uses.

The error was not identified until after September 16, 2016, when the applicant submitted a building permit application for Phase 2 located on the north portion of the property. During site review, Planning Staff identified that the proposed uses of the new building, and the existing uses in Phase 1, both included assembly and warehousing of LED lights. The applicant has subsequently applied for a Planned Development (PD) Rezoning in order to allow the additional uses of warehousing and assembly. Staff determined that an Amendment to the City's Comprehensive Plan (aka Vision Plan) was also required as the current designation of "Neighborhood" does not support a Rezoning for commercial development. Whereas the City had issued the original permit in error, Planning Staff agreed to prepare this City-initiated Comprehensive Plan Amendment.

After researching the area, Staff decided to expand the boundary of the Comprehensive Plan Amendment area to include seven additional properties in close proximity in order to better reflect their current and future land uses. Five of the six properties fronting West Loop 306 will be redesignated to "Commercial" to be consistent with the existing commercial corridor of businesses along this frontage. The property furthest east fronting West Loop 306 will be designated "Transitional," extending the existing Transitional corridor immediately to the east. This will essentially stop heavier commercial development from further encroaching eastbound, allowing for lesser intense commercial or residential development in this vicinity. Finally, the existing Principal LED and T-Bone Crossfit properties further south will be redesignated "Neighborhood Center" to reflect their lesser intense commercial uses. None of these uses have outdoor storage and currently tend to have general lower traffic volumes than other uses in the area. The PD zoning for Principal LED will be subject to the Neighborhood Commercial development standards, consistent with a future Comprehensive Plan designation of Neighborhood Center.

Analysis:

Planning Staff conducted research and a site visit to the subject area of the City-initiated Comprehensive Plan Amendment. Staff believes that the proposed re-designations are consistent with the applicable policies of the 2009 Vision Plan update to the City of San Angelo Comprehensive Plan:

As shown on the attached Proposed Comprehensive Plan Amendment Map, the south portions of properties #1 and #2, and all of properties #3, #4 and #5 will be re-designated to "Commercial". "Commercial areas are often single-use centers

consisting of large retail and office clusters that seek visibility and convenient access offered by frontage on the major street network." All of these properties are zoned General Commercial (CG) and front onto West Loop 306, a major freeway which can accommodate large traffic volumes, consistent with the above policy. This designation would also be consistent with the existing Commercial corridor to the north of Loop 306 already designated Commercial as well. Properties #6 (Principal LED) and #7 (T-Bone Crossfit Gym) are located on North Bentwood Drive and are established commercial uses.

The existing residential "Neighborhood" designation for properties #6 and #7 is inconsistent with the actual land uses on site. Re-designation to "Neighborhood Center" is more appropriate and consistent. "Neighborhood Centers" call for establishing "transition areas to better scale down intensity of use from commercial centers to neighborhoods." The Principal LED business and Crossfit gym business already establish that transition between more intense commercial uses to the north (Angelo Stone, McCoy's Building Supply) to the north and the residential neighborhood to the south.

Planning Staff believe that Property #8 will be better utilized as "Transitional" land as there appears to be sufficient commercial land already in the area. Transitional areas "provide for a scaling back of activity from more intense areas to neighborhoods which should be more passive in character." Transitional areas support "office, live-work, mixed-use, and residential activity" along these corridors. Given the large amount of residential designated and zoned land to the south, Staff believes a Transitional designation on this property will provide the necessary "scaling down" needed to ensure protection of this neighborhood.

Notification:

On November 10, 2016, eight notifications were mailed out within a 200-foot radius of the properties. As of November 23, 2016, there were zero responses in favor and zero in opposition of the request. Public notice will also be published in the *San Angelo Standard-Times* at least 15 days before the City Council Meeting on January 17, 2016.

Planning Commission Recommendation:

On November 21, 2016, the Planning Commission recommended **APPROVAL** of the City-initiated request for approval of amendments to the City of San Angelo Comprehensive Plan (a.k.a. Vision Plan), changing the Future Land Use Category on eight properties as follows: (1) for two properties, the south 275 feet of 2007 West Loop 306 and the south 275 feet of 2031 West Loop 306 from "Neighborhood" to "Commercial," (2) for one property, 1981 West Loop 306 from "Neighborhood Center" and "Neighborhood" to "Commercial," (3) for two properties, 1883 and 1955 West Loop

306 from “Neighborhood Center” and “Neighborhood” to “Commercial,” (4) for two properties, 4537- 4541 North Bentwood Drive and 4540-4544 North Bentwood Drive from “Neighborhood” to “Neighborhood Center,” and (5) for one property, the northwest 3.00 acres of 1801 West Loop 306 from “Neighborhood Center” to “Transitional.”

The following is the complete excerpt of the Minutes from the November 21, 2016, meeting for this case:

Jeff Fisher, Planner, outlined the proposed request for a Vision Plan Amendment on eight properties in the North Bentwood Drive/West Loop 306 area. He explained that the City of San Angelo is initiating the proposed amendments to bring consistency between the current General Commercial (CG) zoning on the properties and their long-term Vision Plan designations. At present, several of the properties are designated all or in part “Neighborhood” in the Vision Plan which is a residential classification. The proposed amendments would change the future land use from Neighborhood to Neighborhood Center or Commercial. The Principal LED and Crossfit gym properties fronting North Bentwood Drive would be re-designated “Neighborhood Center” consistent with their less-intense commercial uses. Mr. Fisher also explained how the re-designation was required for the Principal LED site which had submitted a Zone Change request to allow additional uses. Mr. Fisher concluded by outlining Staff’s recommendation to approve the proposed Vision Plan Amendment on the grounds that the new designations would be consistent with the current zoning and existing development patterns.

There was no public comment.

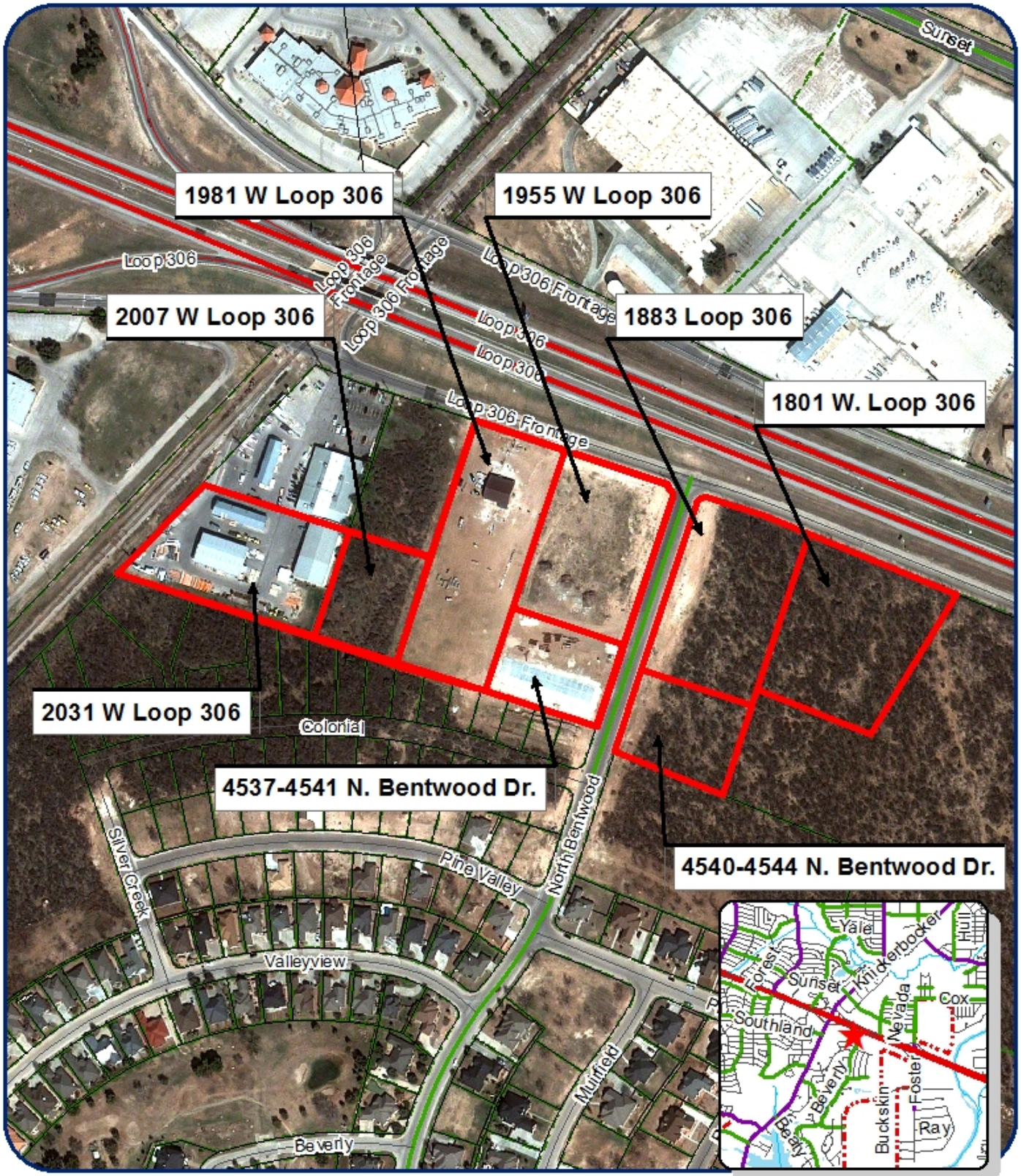
Commissioner Farmer made a Motion to APPROVE the Comprehensive Plan Amendment, as presented by Staff. Commissioner Spano seconded the Motion. The Motion passed unanimously, 6-0.

Staff’s Recommendation:

Staff’s recommendation is for City Council to **APPROVE** the amendments to the City of San Angelo Comprehensive Plan (a.k.a. Vision Plan), changing the Future Land Use Category on eight properties as follows: (1) for two properties, the south 275 feet of 2007 West Loop 306 and the south 275 feet of 2031 West Loop 306 from “Neighborhood” to “Commercial,” (2) for one property, 1981 West Loop 306 from “Neighborhood Center” and “Neighborhood” to “Commercial,” (3) for two properties, 1883 and 1955 West Loop 306 from “Neighborhood Center” and “Neighborhood” to “Commercial,” (4) for two properties, 4537-4541 North Bentwood Drive and 4540-4544 North Bentwood Drive from “Neighborhood” to “Neighborhood Center,” and (5) for one property, the northwest 3.00 acres of 1801 West Loop 306 from “Neighborhood Center” to “Transitional.”

Attachments:

Aerial Map
Future Land Use Map
Proposed Amendment to Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Site Photos



Vision Plan Case File

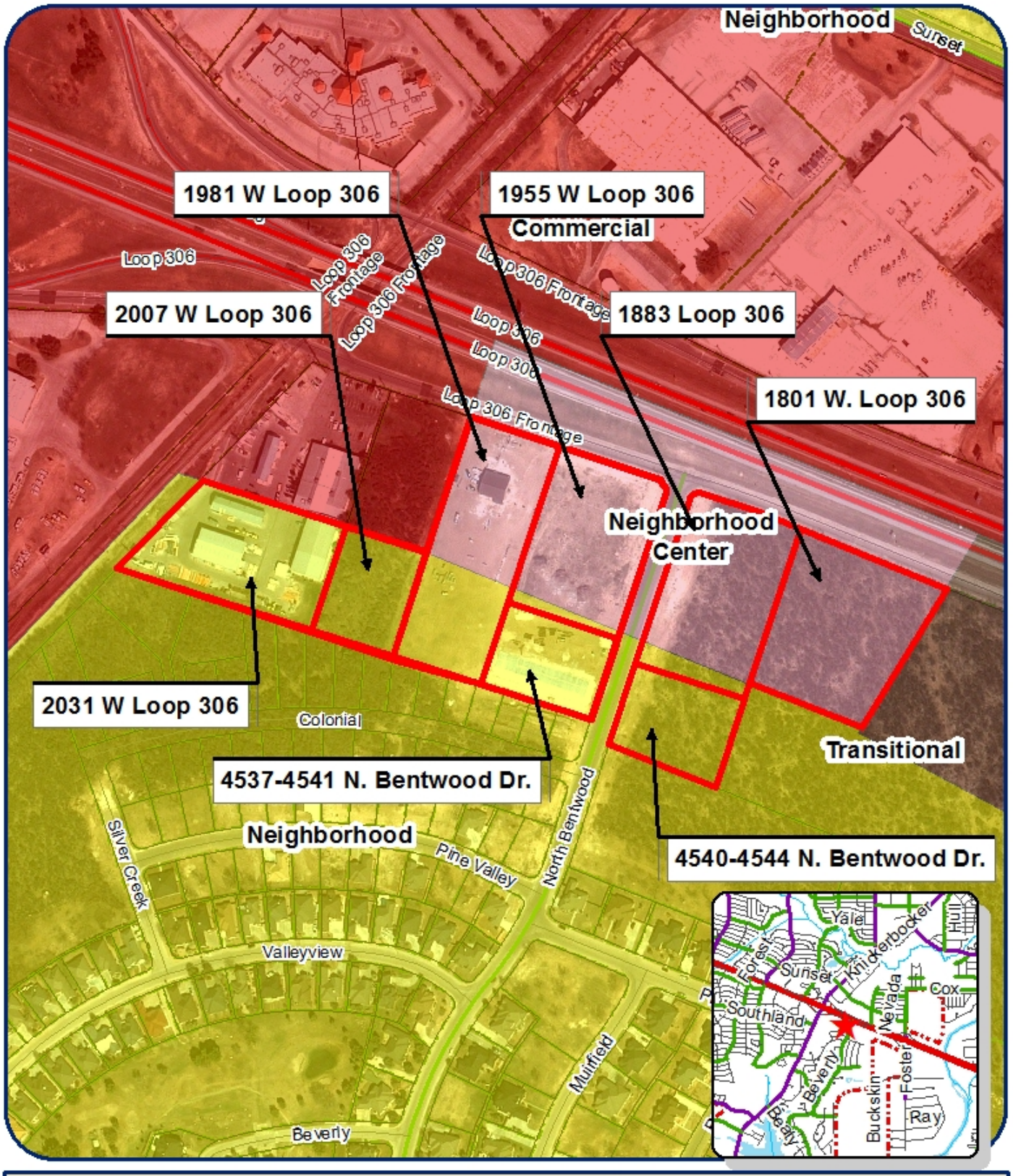
VP16-02: City of San Angelo

Council District: Bill Richardson (SMD #1)
Neighborhood: Country Club
Scale: 1 " approx. = 300 ft
Subject Properties: See Above

Legend

Subject Properties:	
Current Zoning:	See Zoning Map
Requested Zone Change:	N/A
Current Vision Plan:	See Vision Map

N



Vision Plan Case File

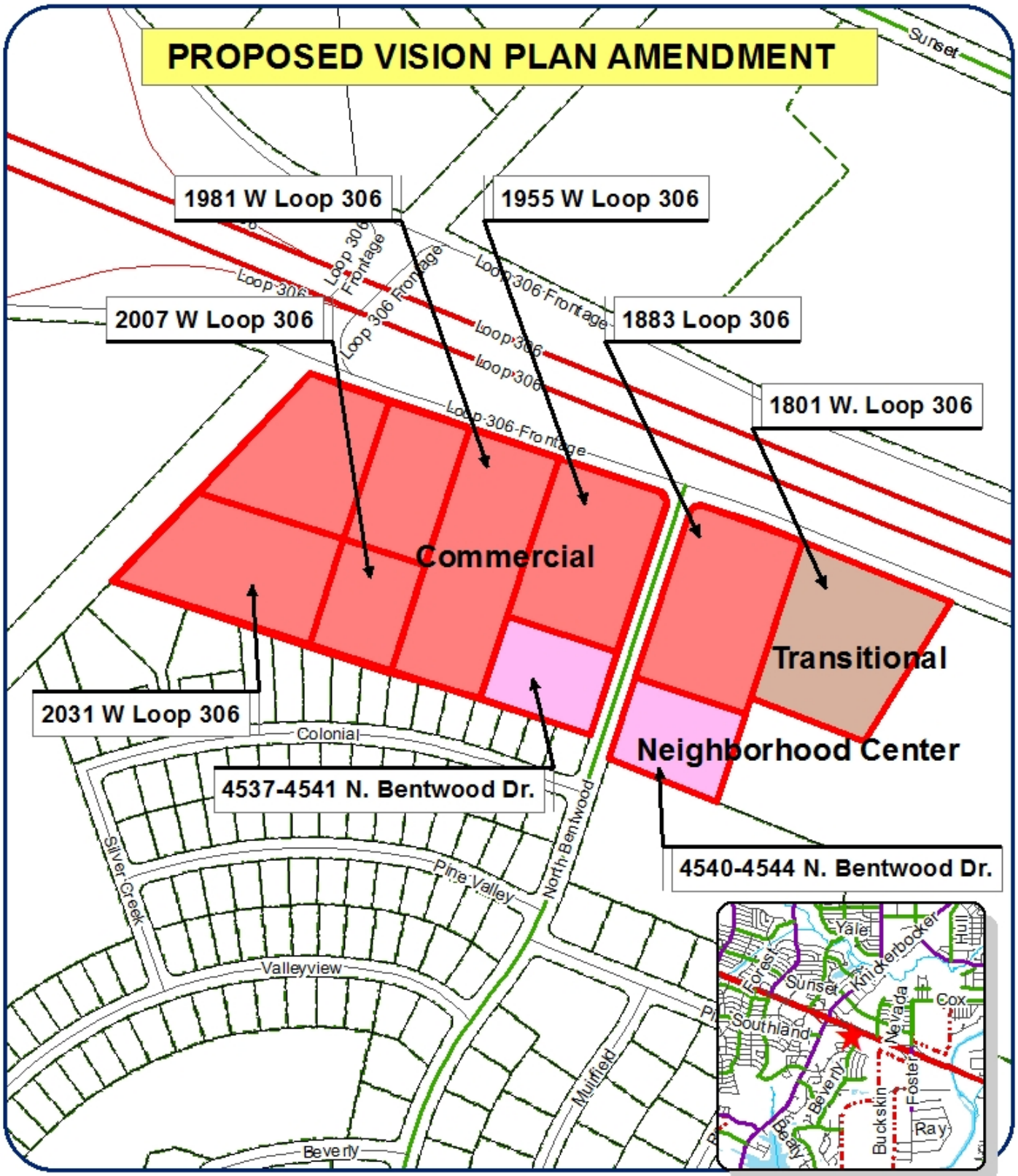
VP16-02: City of San Angelo

Council District: Bill Richardson (SMD #1)
Neighborhood: Country Club
Scale: 1 " approx. = 300 ft
Subject Properties: See Above

Legend

Subject Properties:	
Current Zoning:	See Zoning Map
Requested Zone Change:	N/A
Current Vision Plan:	See Above

N



Vision Plan Case File

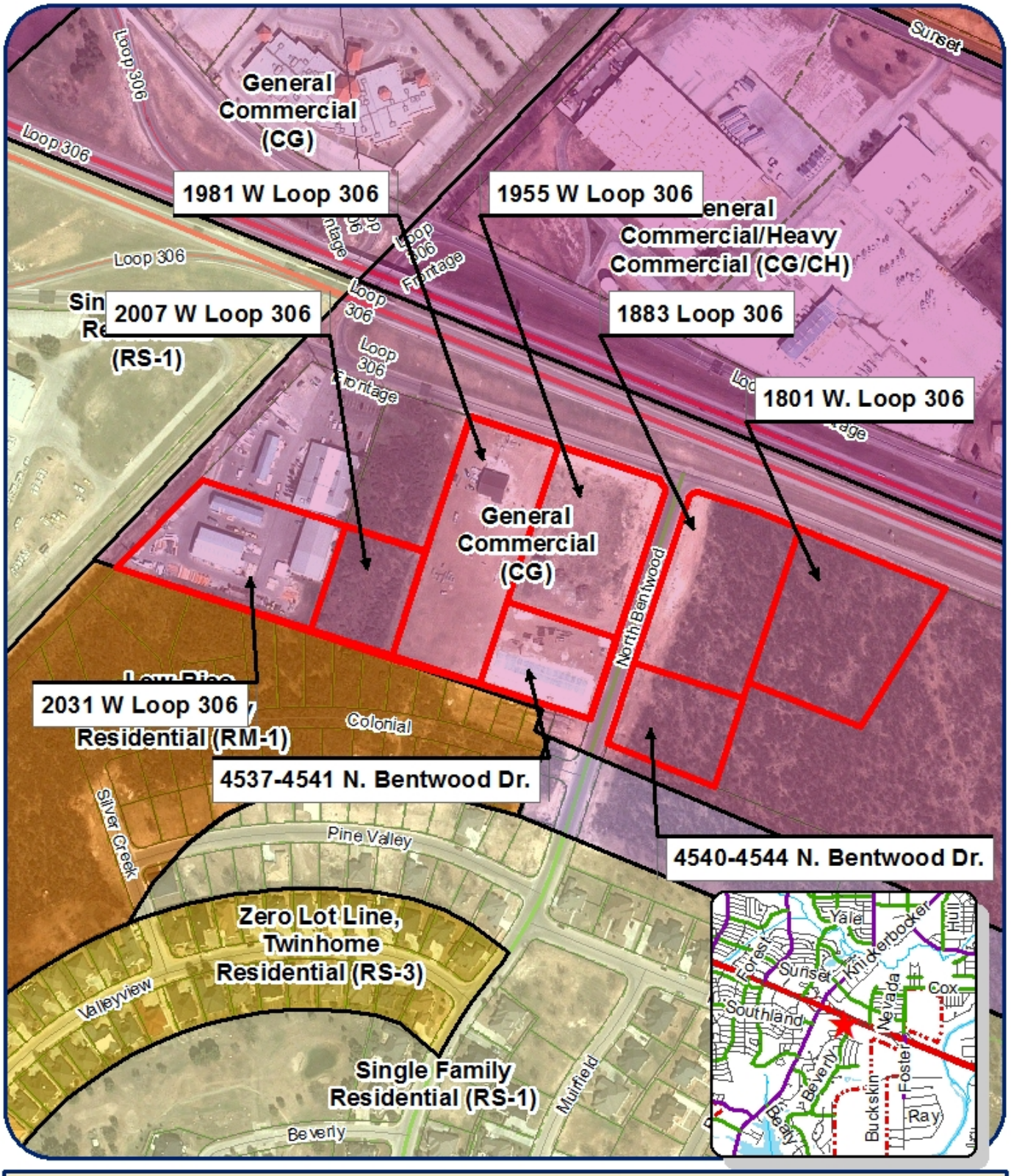
VP16-02: City of San Angelo

Council District: Bill Richardson (SMD #1)
Neighborhood: Country Club
Scale: 1 " approx. = 300 ft
Subject Properties: See Above

Legend

Subject Properties:
Current Zoning: See Zoning Map
Requested Zone Change: N/A
Current Vision Plan: See Vision Map

N



Vision Plan Case File

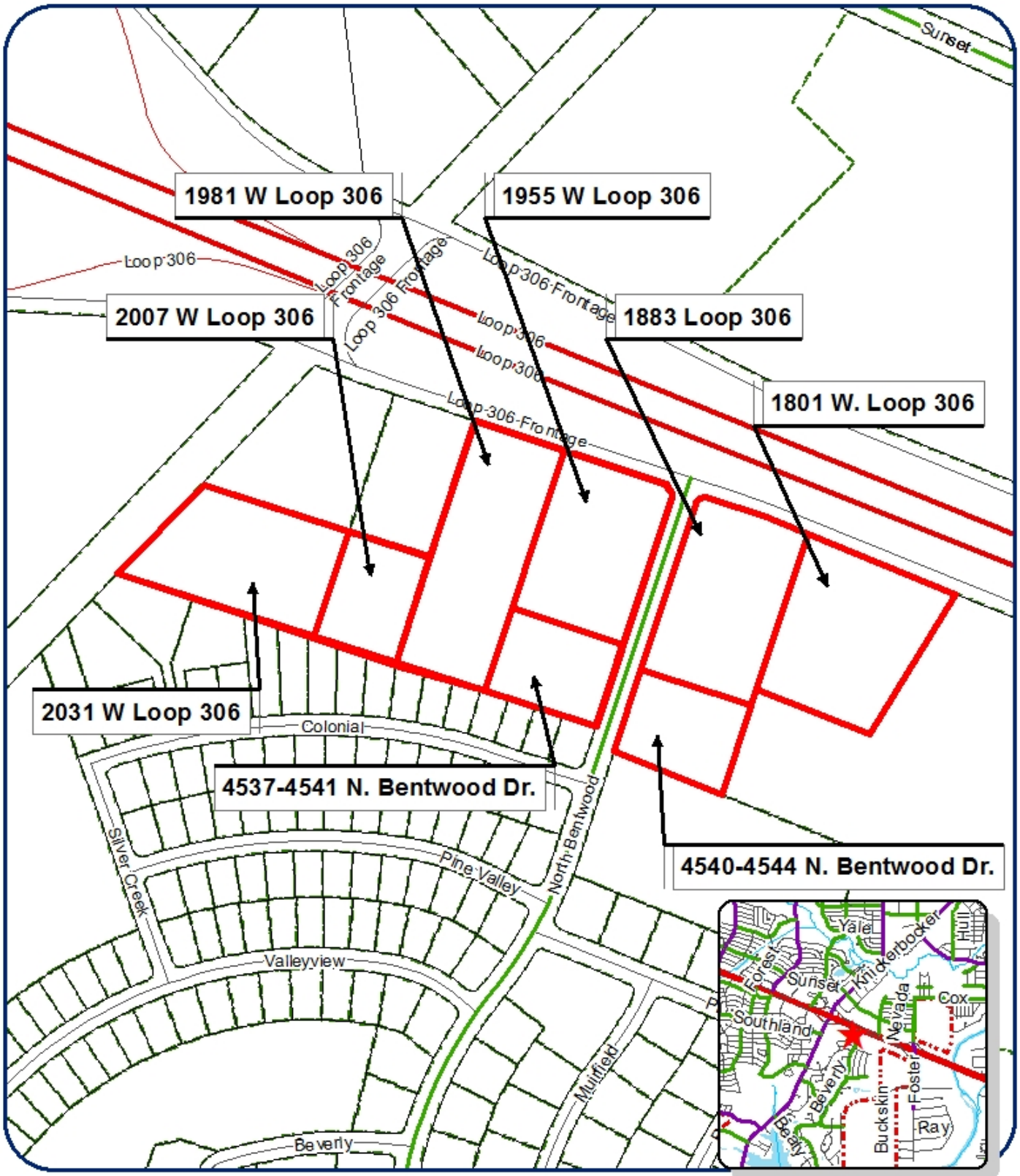
VP16-02: City of San Angelo

Council District: Bill Richardson (SMD #1)
Neighborhood: Country Club
Scale: 1 " approx. = 300 ft
Subject Properties: See Above

Legend

Subject Properties:	
Current Zoning:	See Above
Requested Zone Change:	N/A
Current Vision Plan:	See Vision Map

N



Vision Plan Case File

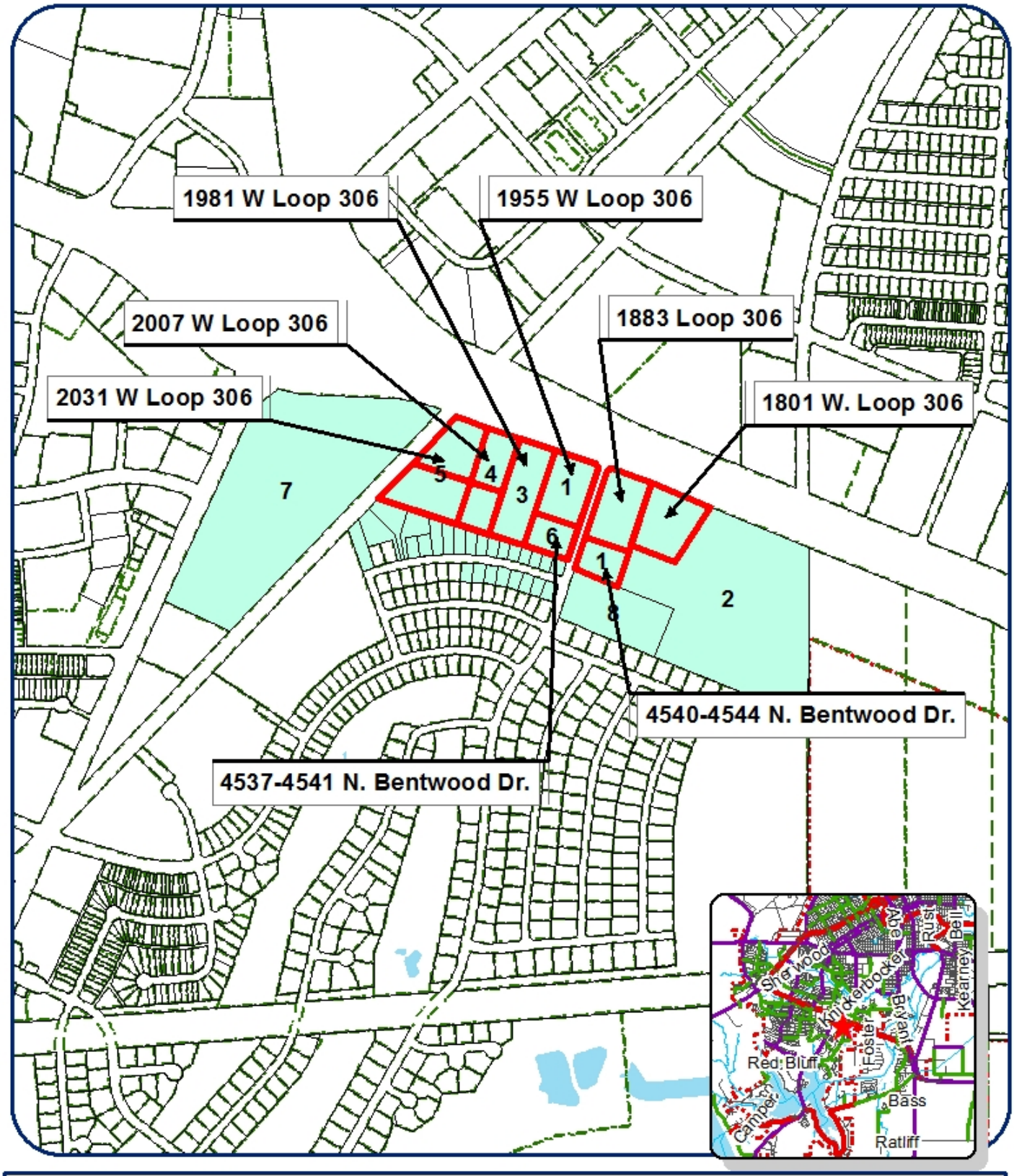
VP16-02: City of San Angelo

Council District: Bill Richardson (SMD #1)
Neighborhood: Country Club
Scale: 1 " approx. = 300 ft
Subject Properties: See Above

Legend

Subject Properties:
Current Zoning: See Zoning Map
Requested Zone Change: N/A
Current Vision Plan: See Vision Map

N



Vision Plan Case File

VP16-02: City of San Angelo

Council District: Bill Richardson (SMD #1)
Neighborhood: Country Club
Scale: 1 " approx. = 750 ft
Subject Properties: See Above

Legend

Subject Properties:
Current Zoning: See Zoning Map
Requested Zone Change: N/A
Current Vision Plan: See Vision Map

N

Photos of Site and Surrounding Area

Property #2 (McCoy's Building Supply)

Property #3 (Angelo Stone)

Property #4

Property #5

Photos of Site and Surrounding Area

Property #2 (McCoy's Building Supply)

Property #3 (Angelo Stone)

Property #8

Looking North – West Loop 306

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN (VISION PLAN) BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS, BEING THE SOUTH 275 FEET OF 2007 WEST LOOP 306 AND THE SOUTH 275 FEET OF 2031 WEST LOOP 306 FROM "NEIGHBORHOOD" TO "COMMERCIAL;" 1981 WEST LOOP 306 FROM "NEIGHBORHOOD CENTER" AND "NEIGHBORHOOD" TO "COMMERCIAL;" 1883 AND 1955 WEST LOOP 306 FROM "NEIGHBORHOOD CENTER" AND "NEIGHBORHOOD" TO "COMMERCIAL;" 4537- 4541 NORTH BENTWOOD DRIVE AND 4540-4544 NORTH BENTWOOD DRIVE FROM "NEIGHBORHOOD" TO "NEIGHBORHOOD CENTER;" AND THE NORTHWEST 3.00 ACRES OF 1801 WEST LOOP 306 FROM "NEIGHBORHOOD CENTER" TO "TRANSITIONAL," PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code regarding adoption and amendment of the City's Comprehensive Plan (Vision Plan), having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated

in the vicinity of the affected area, being of the opinion that revision of the Vision Plan and Future Land Use Map changes should be made as set out herein;

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan (Vision Plan) for the City of San Angelo be and the same is hereby amended to change the Future Land Use designation of the following described parcels as outlined below:

The south 275 feet of 2007 West Loop 306; generally located approximately 600 feet from the intersection of North Bentwood Drive and West Loop 306; more specifically being 1.262 acres in Lot E of Block 31, Bentwood Country Club Estates, Section 8A, from "Neighborhood" to "Commercial;"

The south 275 feet of 2031 West Loop 306; generally located approximately 775 feet from the intersection of North Bentwood Drive and West Loop 306; more specifically being 2.7 acres in Lot D of Block 31, Bentwood Country Club Estates, Section 8A, from "Neighborhood" to "Commercial;"

1981 West Loop 306; generally located approximately 275 feet from the intersection of North Bentwood Drive and West Loop 306; more specifically being 3.124 acres, Lot F of Block 31, Bentwood Country Club Estates, Section 8B, from "Neighborhood Center" and "Neighborhood" to "Commercial;"

1883 West Loop 306; generally located at the southeast corner of the intersection of North Bentwood Drive and West Loop 306; more specifically being 2.746 acres, Lot A of Block 72, Bentwood Country Club Estates, Section 8D, from "Neighborhood Center" and "Neighborhood" to "Commercial;"

1955 West Loop 306, generally located at the southwest corner of the intersection of North Bentwood Drive and West Loop 306; more specifically being 2.487 acres, Lot H in the First Replat of Lot G, Block 31, Bentwood Country Club Estates, Section 8C, from "Neighborhood Center" and "Neighborhood" to "Commercial;"

4537-4541 North Bentwood Drive; generally located approximately 400 feet southwest of the intersection of North Bentwood Drive and West Loop 306; more specifically being 1.30 acres, Lot I in the First Replat of Lot G, Block 31, Bentwood Country Club Estates, Section 8-C, from "Neighborhood" to "Neighborhood Center;"

4540-4544 North Bentwood Drive; generally located approximately 440 feet southeast of the intersection of North Bentwood Drive and West Loop 306; more specifically being 1.344 acres, Lot B in Block 72, Bentwood Country Club Estates, Section 8-E, from "Neighborhood" to "Neighborhood Center;" and,

The northwest 3.00 acres of 1801 West Loop 306; generally located approximately 280 feet southeast of the intersection of North Bentwood Drive and West Loop 306; more specifically being 3.00 acres in the H. Zerbach Survey #178, Abstract No. 4210, from "Neighborhood Center" to "Transitional."

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendment.

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

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

INTRODUCED on the **17th day of January, 2017,** and finally PASSED, APPROVED AND ADOPTED on this, the **7th day of February, 2017.**

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

First Reading and public hearing for Case PD16-06, an Ordinance approving a request for a rezoning from the General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District to allow for all of those uses permitted in the Neighborhood Commercial (CN) Zoning District, and the additional uses of Warehouse and Freight Movement along with the assembly of goods, generally located approximately 400 feet southwest of the intersection of North Bentwood Drive and West Loop 306, on 1.30 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

In July 2015, the applicant was issued a building permit in error for Phase 1 of their development, Principal LED which assembles and warehouses commercial and residential LED lighting for the construction industry. While the office uses were permitted in the CG zoning on the property, the warehousing and assembly components were not permitted uses.

The error was not identified until after September 16, 2016, when the applicant submitted a building permit application for Phase 2 located on the north portion of the property. During site review, Planning Staff identified that the proposed uses of the new building, and the existing uses in Phase 1, both included assembly and warehousing of LED lights and required a Rezoning. Staff recommended a Rezoning to a Planned Development in order to allow the additional uses of warehousing and assembly. This will also require an Amendment to the City's Comprehensive Plan (aka Vision Plan) which designated the property "Neighborhood," in 2009, a residential designation. Whereas the City has issued the original permit in error, Planning Staff agreed to submit a City-initiated Comprehensive Plan Amendment which will be heard concurrently with this Planned Development application. After researching the area, the associated Comprehensive Plan Amendment will included seven additional properties in close proximity in order to better reflect their current and future land uses.

Financial Impact:

N/A

Other Information/Recommendation:

On November 21, 2016, the Planning Commission recommended APPROVAL of Case PD16-06. Commissioner Farmer made a Motion to Approve the Zone Change as presented, subject to the five conditions outlined in the Staff Report. Commissioner Spano seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

1. Staff Report PL_PD16-06_Staff Report.docx
2. Draft Ordinance PL_PD16-06_Ordinance.docx

Presentation:

Jon James

Approvals/Reviews:

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

STAFF REPORT

City Council Meetings: January 17, 2017
February 7, 2017

To: City Council

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

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

Case: PD16-06

Request: A request for approval of a Rezoning from the General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District to allow for all of those uses permitted in the Neighborhood Commercial (CN) Zoning District, and the additional uses of Warehouse and Freight Movement along with the assembly of goods

Location: 4537 and 4541 North Bentwood Drive; generally located approximately 400 feet southwest of the intersection of North Bentwood Drive and West Loop 306

Legal Description: Being 1.30 acres in Lot I of the First Replat of Lot G, Block 31, Bentwood Country Club Estates, Section 8-C.

Size: 1.30 acres

General Information

Future Land Use: Neighborhood

Current Zoning: General Commercial (CG)

Existing Land Use: Existing Principal LED Building – Phase 1 (4541 N. N. Bentwood Drive)

Surrounding Zoning / Land Use:

North:	General Commercial/Heavy Commercial (CG/CH)	Loop 306 Highway, Verizon Building, Glazer's Alcohol Distribution
West:	General Commercial (CG)	Angelo Stone, McCoy's Building Supply Center
South:	Low Rise Multifamily Residential (RM-1), General Commercial (CG), Office Commercial (CO)	Single Family Dwellings
East:	General Commercial (CG)	T-Bone Crossfit, Commercial Office Building, Vacant Commercial Land

District: SMD #1 – Bill Richardson

Neighborhood: Country Club

Thoroughfares/Streets:

Per the Master Thoroughfare Plan (MTP), West Loop 306 is defined as a "Freeway." A freeway is intended to serve long trips, including vehicles entering and leaving an urban area, as well as major circulation within an urban area. West Loop 306 has an existing right-of-way of 300 feet and the existing paving width is 280 feet. This portion of West Loop 306 is owned and maintained by TxDOT which also governs the minimum standards for this freeway.

Per the Master Thoroughfare Plan (MTP), North Bentwood Drive is classified as an "Urban Collector Street," designed to collect Local Street traffic to Arterial Streets at a moderate speed, and requires a right-of-way width of 60 feet and a paving width of 50 feet. North Bentwood Drive has an existing right-of-way width of 60 feet and an existing paving width of 54 feet in compliance with the MTP.

History and Background:

In July 2015, the applicant was issued a building permit in error for Phase 1 of their development, Principal LED which assembles and warehouses commercial and

residential LED lighting for the construction industry. While the office uses were permitted in the CG zoning on the property, the warehousing and assembly components were not permitted uses.

The error was not identified until after September 16, 2016, when the applicant submitted a building permit application for Phase 2 located on the north portion of the property. During site review, Planning Staff identified that the proposed uses of the new building, and the existing uses in Phase 1, both included assembly and warehousing of LED lights and required a Rezoning. Staff recommended a Rezoning to a Planned Development in order to allow the additional uses of warehousing and assembly. This will also require an Amendment to the City's Comprehensive Plan (aka Vision Plan) which designated the property "Neighborhood," in 2009, a residential designation. Whereas the City has issued the original permit in error, Planning Staff agreed to submit a City-initiated Comprehensive Plan Amendment which will be heard concurrently with this Planned Development application. After researching the area, the associated Comprehensive Plan Amendment will included seven additional properties in close proximity in order to better reflect their current and future land uses.

Analysis:

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

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

   Both Planning Staff and the applicant believe the proposed amendment will be compatible with the City's Comprehensive Plan (aka Vision Plan), if the associated Comprehensive Plan Amendment is approved. Staff is proposing to change the land use designation from "Neighborhood" to "Neighborhood Center" to be consistent with the intended Planned Development (PD) uses of a commercial office with light assembly and warehousing. The "Neighborhood Center" policies recommend "establishing transition areas to better "scale down" intensity of uses from commercial centers to neighborhoods. The proposed Comprehensive Plan Amendment would redesignate the properties to the north "Commercial" which includes the existing Angelo Stone facility at 1981 West Loop 306, allowing the subject site, Principal LED, to provide an effective transition between these heavier commercial uses and the residential neighborhood to the south.

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

Planning Staff recommends that the proposed Planned Development use the Neighborhood Commercial (CN) development standards for existing and future development, in conformity with a future "Neighborhood Center" Comprehensive Plan designation. The CN Zoning also prohibits any outside storage except for within 5 feet of the building wall, which would reduce any adverse visual impacts on the residential development to the south. A required 6-foot high privacy fence from the residential development to the south has already been installed. Based on the site plan and square footages allocated to office and warehousing space for each building, the applicant has provided sufficient parking: 28 parking spaces are required and 28 spaces have been provided. The applicant has room for an additional 10 parking spaces at the southwest portion of the site behind Phase 1. As a condition of approval, the applicant will be required to submit a revised site plan that shows the correct front property line, ensuring both buildings meet the 25-foot required front yard setback from North Bentwood Drive. The applicant will also be required to angle the rear parking behind Phase 1 to 60 degrees in order to maintain the required maneuvering area of 20 feet for two-way traffic.

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.*

   Planning Staff believe the development is compatible with the surrounding area, which contains heavier commercial uses to the northwest, including Angelo Stone and McCoy's Building Supply, and similar less-intense commercial uses to the east including Crossfit Gym and a commercial storage building. As mentioned previously, Staff believe Principal LED provides an effective transition between more heavy and potentially heavier commercial uses to the north and northwest, and the residential neighborhood to the south.

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

   The City had issued the previous permit in error and this Planned Development is required in order to allow the additional uses of warehousing and assembly on the property. As indicated, this approval is contingent on the associated Comprehensive Plan Amendment being approved by the Planning Commission.

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.*

   While the impervious area on the site will be slightly increased with the construction of the new building and parking area, Staff does not anticipate any significant impacts on the natural environment. A review of grading, drainage,

and stormwater runoff will be conducted as part of the building permit review to ensure there are no negative environmental impacts.

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

   Planning Staff believes there is a community need for this facility. The applicant has indicated that Principal LED provides 50 jobs in the area and commercial and residential LED lighting to the City's construction industry.

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.*

   Planning Staff believe the new building will be consistent with the existing commercial development patterns to the north. The existing site is already platted and follows a logical configuration with frontage onto North Bentwood Drive, a collector street and within close proximity of West Loop 306, a freeway. Staff anticipates many of the customers will access the site from West Loop 306 which can accommodate higher traffic volumes.

Notification:

On November 10, 2016, five notifications were mailed out within a 200-foot radius of the properties. As of November 23, 2016, there were zero responses in favor and zero in opposition of the request. As per Section 201.G of the Zoning Ordinance, notice will also be published in the *San Angelo Standard-Times* at least 15 days before the City Council Meeting on January 17, 2016.

Planning Commission Recommendation:

On November 21, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for approval of a Rezoning from the General Commercial (CG) Zoning District to a Planned Development (PD) Zoning District to allow for all of those uses permitted in the Neighborhood Commercial (CN) Zoning District, and the additional uses of Warehouse and Freight Movement along with the assembly of goods on the subject property at 4537-4541 North Bentwood Drive. The following is the complete excerpt of the Minutes from the November 21, 2016, meeting for this case:

Jeff Fisher, Planner, outlined the proposed request for a Planned Development (PD) Zone Change to allow the applicant Principal LED to have additional uses of warehousing and assembly on the subject property currently zoned General Commercial (CG) Zoning District. Mr. Fisher explained that a building permit was issued in error in 2015 for Phase 1 of the development and did not observe a

warehousing and assembly component, neither of which are permitted in the CG zone. The PD Zoning would essentially legalize the applicant's LED light assembly business, and facilitate construction of a new building, Phase 2, on the property. Mr. Fisher displayed photos of the site and surrounding area, and indicated that the applicant has agreed to construct Phase 2 of similar material and color as the Phase 1 building, and will install xeriscaping along the North Bentwood Drive right-of-way to match the xeriscaping for Phase 1. Mr. Fisher concluded by outlining Staff's recommendation to approve the proposed PD Zone Change on the basis that it will be consistent with the new Vision Plan designation of "Neighborhood Commercial" and existing development patterns.

There was no public comment.

Commissioner Farmer made a Motion to APPROVE the Zone Change as presented, subject to the five conditions outlined in the Staff Report. Commissioner Spano seconded the Motion. The Motion passed unanimously, 6-0.

Staff's Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Zone Change from the General Commercial (CG) Zoning District to a **Planned Development (PD) Zoning District** to allow for all of those uses permitted in the Neighborhood Commercial (CN) Zoning District, and the additional uses of Warehouse and Freight Movement along with the assembly of goods Warehouse and Freight Movement along with the assembly of goods, **subject to the following five Conditions of Approval**:

Proposed Conditions:

1. Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the Neighborhood Commercial (CN) Zoning District, unless specified as otherwise, with the additional uses of Warehouse and Freight Movement along with the assembly of goods.

2. Overall site use shall be in accordance with the approved Concept Plan. The applicant shall submit a revised Concept Plan to the Director of Planning and Development Services for approval delineating a correct front property line, ensuring both buildings meet the 25-foot required front yard setback from North Bentwood Drive, and delineating 60-degree angle parking to the rear of Phase 1 in order to maintain the required maneuvering area of 20 feet for two-way traffic.

3. No outdoor storage shall be allowed within the boundaries of this Planned Development District, except as allowed for Neighborhood Commercial uses in Section 504 of the Zoning Ordinance.

4. Building facades for Phase 2 shall be consistent and unified in architectural style, colors, and materials with Phase 1, as detailed in the Building Elevations. Additional building façade material types may be approved at the discretion of the Planning Director.

5. Xeriscaping shall be extended along the North Bentwood Drive public right-of-way along the front facade of Phase 2, consistent with the plant materials used in Phase 1. Xeriscaping and water use reduction strategies shall be incorporated into the overall landscape design through the use of drought tolerant plant species native and well suited to West Texas. Dying or diseased plant material shall be replaced with an equivalent plant material. All trees shall be a minimum four-inch caliper and have a height of three feet at the time of planting.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Site Photos
Concept Plan
Phase 1 Elevation (Phase 2 to match)
Phase 1 Xeriscaping (Phase 2 to match)
Application

Planned Development Case File

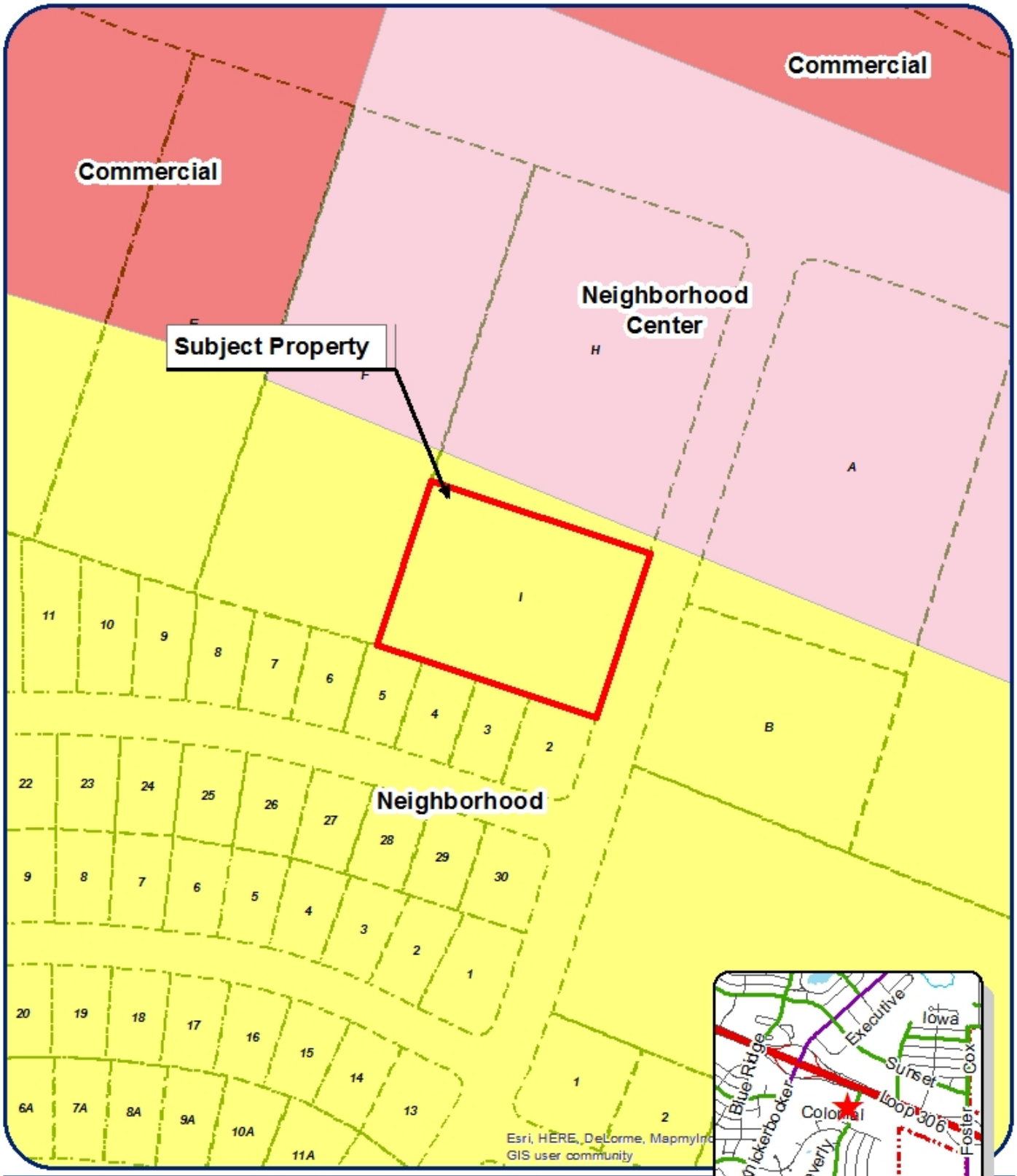
PD16-06: Principal LED LLC

Council District: Bill Richardson (SMD #1)
Neighborhood: Country Club
Scale: 1 " approx. = 150 ft
Subject Property: 4537 and 4541 N. Bentwood Dr.

Legend

Subject Properties:
Current Zoning: CG
Requested Zoning Change: N/A
Vision: Neighborhood

N



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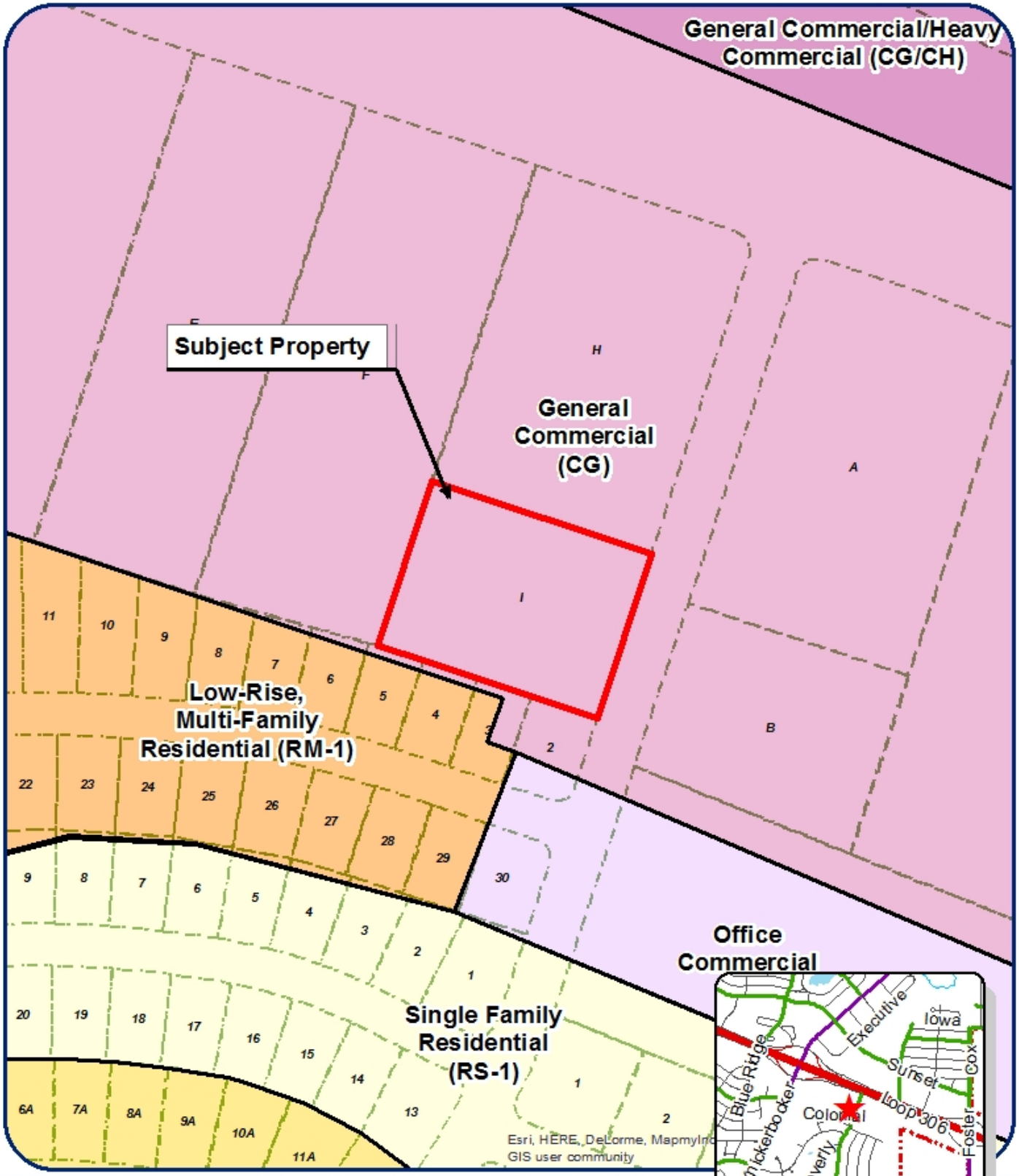

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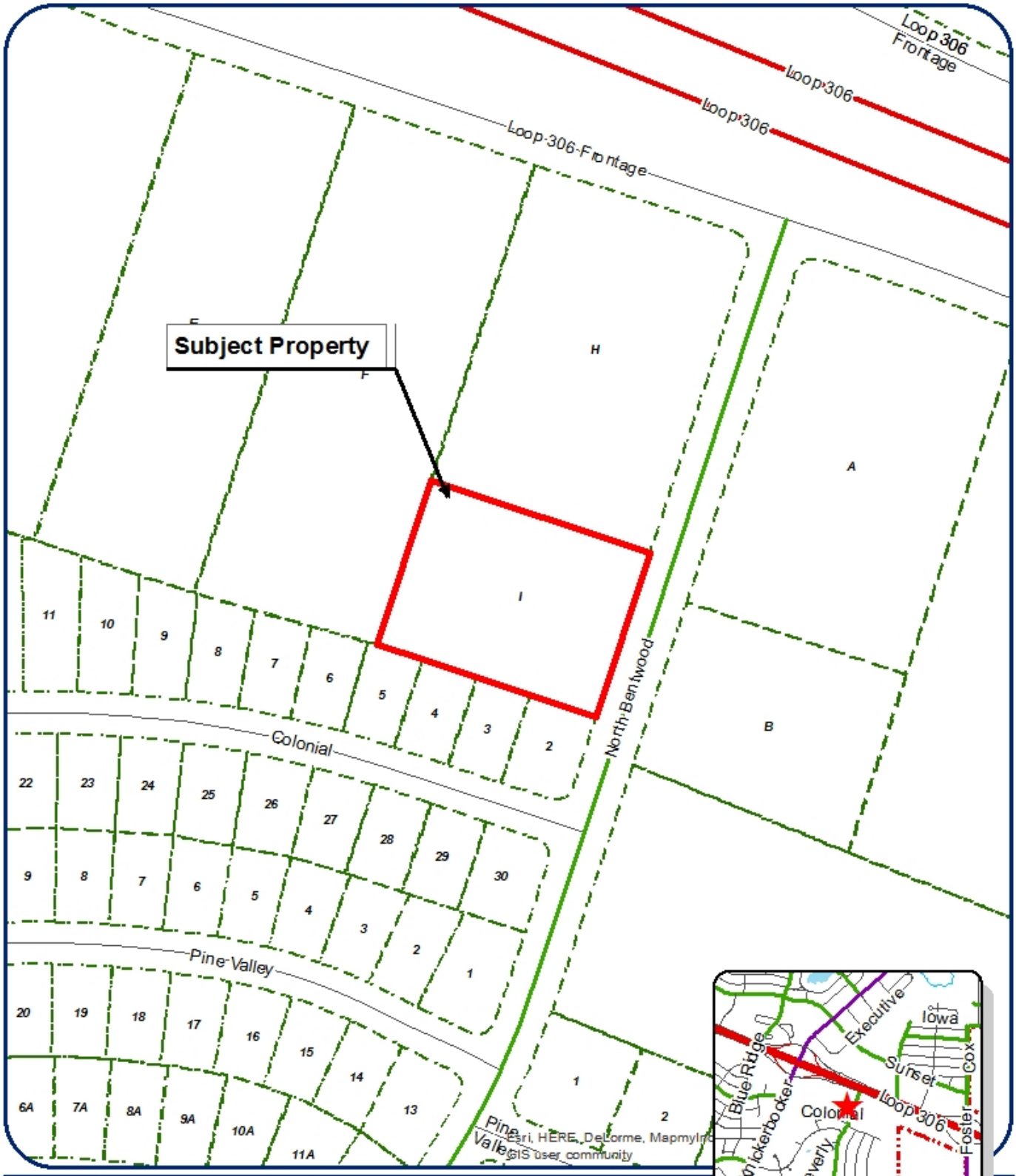

Planned Development Case File

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Scale: 1 " approx. = 150 ft
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Legend

Subject Properties:
Current Zoning: CG
Requested Zoning Change: N/A
Vision: Neighborhood

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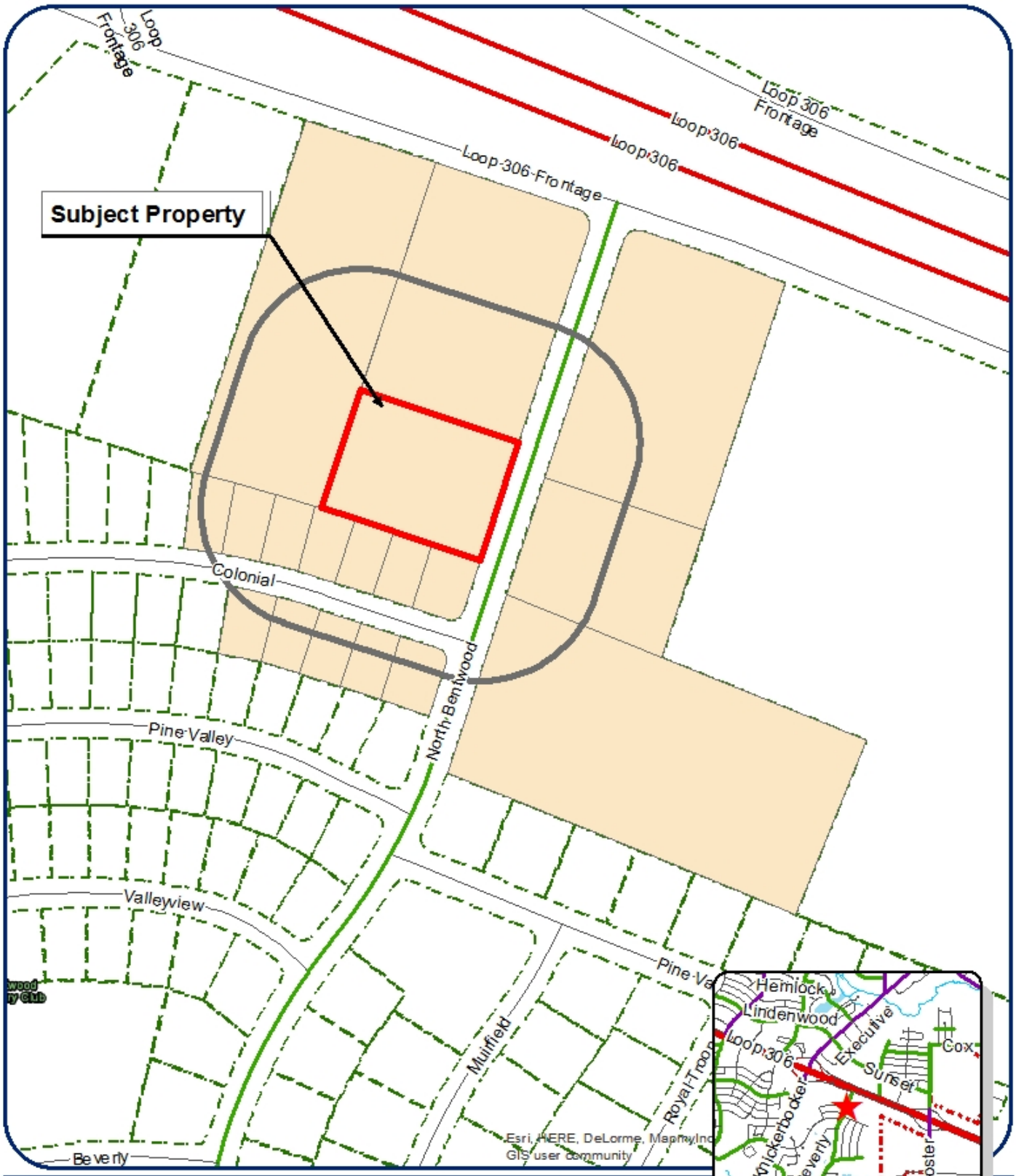


Planned Development Case File

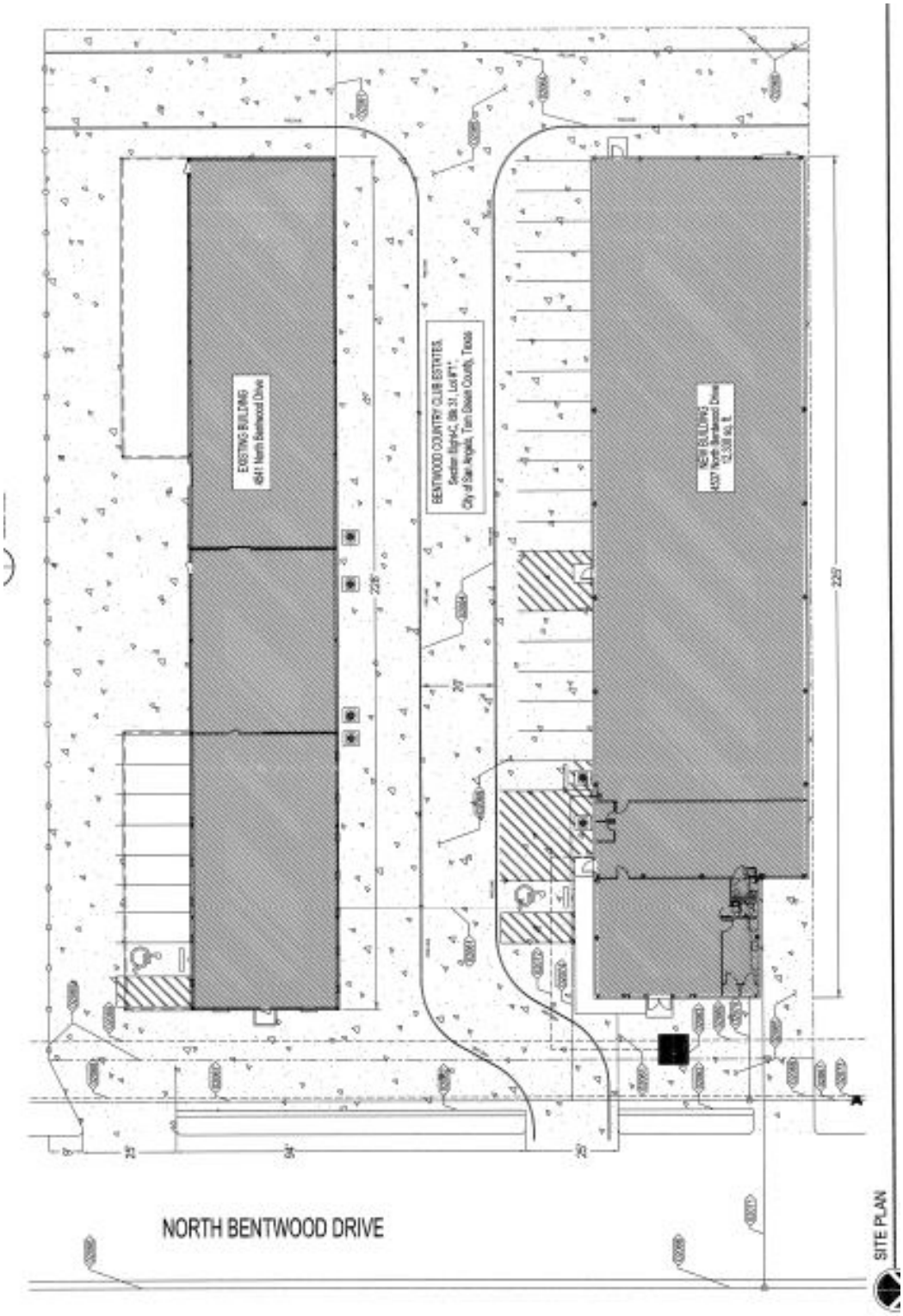
PD16-06: Principal LED LLC

Council District: Bill Richardson (SMD #1)
Neighborhood: Country Club
Scale: 1" approx. = 208 ft
Subject Property: 4537 and 4541 N. Bentwood Dr.

Legend

Subject Properties:
Current Zoning: CG
Requested Zoning Change: N/A
Vision: Neighborhood

Concept Plan



EXISTING BUILDING
(PHASE 1)

FUTURE BUILDING
(PHASE 2)

Photos of Site and Surrounding Area

Southwest at Property (Phase 1)

Northwest at Property (Future Phase 2)

West (existing Crossfit Gym)

North

South

Existing Xeriscaping (Phase 1)

Phase 1 Elevation (Phase 2 to match colors and materials)

Phase 1 Xeriscaping (Phase 2 to match plant materials used)

City of San Angelo, Texas
Planning Division

Application for Approval of a ZONE CHANGE

Name of Applicant(s): Principal LSD LLC

(Owner) – Authorized Representative (Affidavit required)

Mailing Address: 4541 N. Bentwood Dr **Telephone:** 325.227.4577

City/State/Zip: San Angelo, Tx 76904 **Fax/other:** 325.227.6841

Subject Property Address and/or Location*:

4537 N. Bentwood Dr.
San Angelo, Tx 76904

Legal Description*:

Lot I, Section 8C, Block 31, Bentwood Country Club Estates First
R/P of Lot 6, Block 31

Lot Size: 1.291 **Zoning:** CG

Existing Use of Property: warehouse storage & light assembly

Proposed Use of Property: no change in use

Requested Zone Change: PD zone change (in conjunction with City initiated amendment to the San Angelo Comprehensive Plan.

*** use attachment, if necessary**

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

Signature: [signature] Date: 10-18-2016

NOTE: Please also read information and sign on back of page.

OFFICE USE ONLY

Case no.: PD 16-06 L R M *Date of application:* 10/18/2016

Received by: Jeff Fisher (walk-in) – by mail

Nonrefundable application fee: $600.00 *Date paid:* 10/18/2016

Sign deposit: $37.50 / 637.50 total *Date paid:* 10/18/2016

Affidavit attached? – yes – no – N/A *Applicant's signature on information sheet?* –

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: 11/22/2016 *Date notifications due:*

City Council hearing date: 12/20/16 and 1/3/2017 *Packets due date:* *Publication date :*

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 current and proposed use will be compatible with the San Angelo Comprehensive Plan once the City-initialed Amendment to the San Angelo Comprehensive Plan is approved.

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

   The current and proposed use will be compatible with Zoning Ordinance once the City-initialed Amendment to the San Angelo Comprehensive Plan is approved.

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 current and proposed use will be compatible with the San Angelo Comprehensive Plan once the City-initialed Amendment to the San Angelo Comprehensive Plan change is approved. The proposed project will fit perfectly with the existing structures in that area and will enhance the overall value and usefulness of said area.

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

   These changes are necessary to correct existing zoning/use issues and to bring all existing buildings in compliance.

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, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.

   There is no effect on natural environment.

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

   The change is beneficial to the City of San Angelo as well as the Bentwood Country Club Estates area. LED Principal provides nearly 50 jobs in the San

City of San Angelo, Texas
Department of Planning

Important Information Regarding Zone Change Requests

Please read the following and sign below.

1. 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.
2. 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.
3. If approved, **a zone change is applied to the property, not the property owner.**
4. 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.
5. 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.
6. 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.
7. 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.
8. If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to 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 the Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.
9. 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 have read and understand the preceding information.

Signature _____ Date 10-18-2016

OFFICE USE ONLY
Case no.: PD 16 - 06 *Date of application:* 10/18/2016 *Received by:* Jeff Fisher

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: **4537 and 4541 North Bentwood Drive; generally located approximately 400 feet southwest of the intersection of North Bentwood Drive and West Loop 306; more specifically being 1.30 acres in Lot I of the First Replat of Lot G, Block 31, Bentwood Country Club Estates, Section 8-C,** FROM GENERAL COMMERCIAL (CG) ZONING DISTRICT TO A PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW FOR ALL OF THOSE USES PERMITTED IN THE NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT, AND THE ADDITIONAL USES OF WAREHOUSE AND FREIGHT MOVEMENT ALONG WITH THE ASSEMBLY OF GOODS; AND PROVIDING FOR SEVERABILITY

RE: PD16-06: Principal LED LLC

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and state law regarding zoning regulations and zoning map, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic zoning ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

4537 and 4541 North Bentwood Drive; generally located approximately 400 feet southwest of the intersection of North Bentwood Drive and West Loop 306; more specifically being 1.30 acres in Lot I of the First Replat of Lot G, Block 31, Bentwood Country Club Estates, Section 8-C, zoned General Commercial (CG) shall henceforth be

permanently zoned as follows: Planned Development (PD) Zoning District to allow for all of those uses permitted in the Neighborhood Commercial (CN) Zoning District, and the additional uses of Warehouse and Freight Movement along with the assembly of goods.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the Neighborhood Commercial (CN) Zoning District, unless specified as otherwise, with the additional uses of Warehouse and Freight Movement along with the assembly of goods.

SECTION 7: Overall site use shall be in accordance with the approved **Concept Plan** shown in **Exhibit A** of this Ordinance. The applicant shall submit a revised Concept Plan to the Director of Planning and Development Services for approval delineating a correct front property line, ensuring both buildings meet the 25-foot required front yard setback from North

Bentwood Drive, and delineating 60-degree angle parking to the rear of Phase 1 in order to maintain the required maneuvering area of 20 feet for two-way traffic.

SECTION 8: No outdoor storage shall be allowed within the boundaries of this Planned Development District, except as allowed for Neighborhood Commercial uses in Section 504 of the Zoning Ordinance.

SECTION 9: Building facades for Phase 2 shall be consistent and unified in architectural style, colors, and materials with Phase 1, as detailed in the Building Elevations. Additional building façade material types may be approved at the discretion of the Planning Director.

SECTION 10: Xeriscaping shall be extended along the North Bentwood Drive public right-of-way along the front facade of Phase 2, consistent with the plant materials used in Phase 1. Xeriscaping and water use reduction strategies shall be incorporated into the overall landscape design through the use of drought tolerant plant species native and well suited to West Texas. Dying or diseased plant material shall be replaced with an equivalent plant material. All trees shall be a minimum four-inch caliper and have a height of three feet at the time of planting.

INTRODUCED on the **17th day of January, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **7th day of February, 2017.**

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

ATTEST:

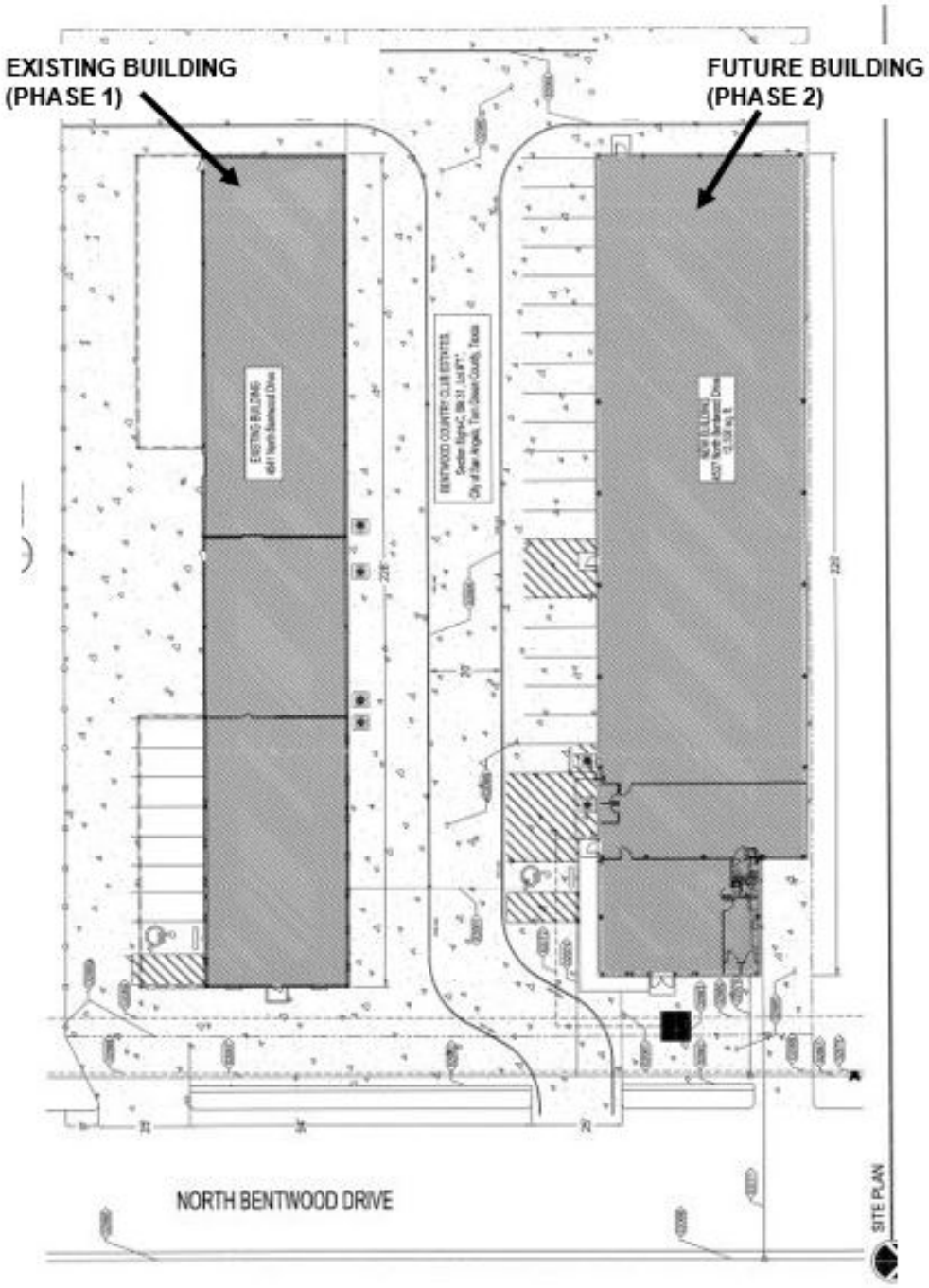
_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

EXHIBIT "A"

Concept Plan



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

First Reading and public hearing for Case Z16-08, an Ordinance approving a request for a rezoning from the Heavy Commercial (CH) and the General Commercial/Heavy Commercial (CG/CH) Zoning Districts to the General Commercial (CG) Zoning District, generally located along the northwest side of Executive Drive between Office Park Drive and Parkview Drive, on 1.010 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On October 5, 2016, the applicant, submitted this request for a Rezoning from the Heavy Commercial (CH) and the General Commercial/Heavy Commercial (CG/CH) Zoning Districts to the General Commercial (CG) Zoning District for the two subject lots. 3240 Executive Drive is currently an office building and 3232 Executive Drive is an office building undergoing construction. The applicant wishes to rezone the property as General Commercial to accommodate The Pit Bar-B-Que operating as a food vendor with a 170-square foot service trailer, a 94 square foot cook trailer, a 78-square foot portable storage shed, and outdoor seating within a fenced area on a gravel surface behind the office buildings at the same address. The Pit Bar-B-Que (The Pit) is located on the northern third of the property in the Heavy Commercial (CH) Zoning District which does not allow for Retail Sales and Service unless there is a Conditional Use to allow for a restaurant on the premises. The applicant's desire to rezone the entire property to the CG Zoning District would allow for Office uses, as well as Retail Sales and Service uses such as vendors or restaurants without needing a Conditional Use. Retail Sales and Service firms are involved in the sale, lease, or rent of new or used products to the general public. They may also provide personal services or entertainment, or provide product repair or services for consumer and business goods. Among other things included in the subcategory of Retail and Sales uses are "restaurants, cafes, delicatessens; indoor continuous entertainment activities such as bowling alleys and ice rinks; dance halls; theaters, health clubs, gyms, membership clubs and lodges; hotels and motels." (Zoning Ordinance, Section 310.H.3.c)

The Pit obtained a food permit in July and August of 2015 and later in February 2016. Planning staff signed the pre-permit documentation forms noting Retail Sales and Service are allowed in the CG/CH Zone District. The original site of The Pit was on the southern two-thirds of the property zoned as CG/CH where the building on 3232 Executive Drive is now being constructed. The Pit was later moved to its current location on the northern third of the property in the CH District which does not allow Retail Sales and Services uses by right.

Financial Impact:

N/A

Other Information/Recommendation:

On November 21, 2016, the Planning Commission recommended APPROVAL of Case Z16-08. Commissioner Spano made a Motion to Approve the Zone Change request as presented. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

1.	Staff Report	PL_Z16-08 Staff Report.docx
2.	Draft Ordinance	PL_Z16-08_Ordinance.docx

Presentation:

Jon James

Approvals/Reviews:

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

STAFF REPORT

Meeting: January 17, 2017
February 7, 2017

To: City Council

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

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

Case: Z16-08

Request: A request for approval of a Zone Change from the Heavy Commercial (CH) and the General Commercial / Heavy Commercial (CG/CH) Zoning Districts to the General Commercial (CG) Zoning District

Location: 3232 and 3240 Executive Drive; generally located along the northwest side of Executive Drive between Office Park and Parkview Drives

Legal Description: Lots 1A and 1B, First Replat of Block E, Tract Four, Industrial Developers Addition.

Size: 1.010 acres

General Information

Future Land Use: Commercial

Current Zoning: Heavy Commercial (CH) and the General Commercial/Heavy Commercial (CG/CH) Zone Districts

Existing Land Use: 3240 Executive Drive: Existing office and parking lot for Business Excellence Professional Consulting (BEPC Inc.)

3232 Executive Drive: Office building and parking lot under construction

Surrounding Zoning / Land Use:

Northwest:	Heavy Commercial (HC)	Vacant lot
Northeast:	General Commercial/Heavy Commercial (CG/CH)	Brantley Dental, Healthcare Continuum, H. Bryan Hagelstein, PC, 2141 Office Park (Shaw Enterprises, John P. Smith Licensed Professional Counselor, Sav-A-Life Skills, E. Sue Crocker and Bond Custom Building)
Southwest:	General Commercial/Heavy Commercial (CG/CH) and Heavy Commercial (HC)	Vacant lot
Southeast:	General Commercial/Heavy Commercial (CG/CH)	Fire Station #7

District: SMD #5 – Lane Carter

Neighborhood: Vista Del Arroyo

Thoroughfares/Streets:

Executive Drive is identified in the Major Thoroughfare Plan (MTP) as an "Urban Local Street." An Urban Local Street carries light neighborhood traffic at low speeds, and requires a right-of-way width of 50 feet and a paving width of 36 feet for existing streets. The existing right-of-way width is 60 feet and the existing paving width is 48 feet in compliance with the MTP.

History and Background:

On October 5, 2016, the applicant, submitted this request for a Rezoning from the Heavy Commercial (CH) and the General Commercial/Heavy Commercial (CG/CH) Zoning Districts to the General Commercial (CG) Zoning District for the two subject lots. 3240 Executive Drive is currently an office building and 3232 Executive Drive is an office building undergoing construction. The applicant wishes to rezone the property as General Commercial to accommodate The Pit Bar-B-Que operating as a food vendor with a 170-square foot service trailer, a 94 square foot cook trailer, a 78-square foot portable storage shed, and outdoor seating within a fenced area on a gravel surface behind the office buildings at the same address. The Pit Bar-B-Que (The Pit) is located on the northern third of the property in the Heavy Commercial (CH) Zoning District which does not allow for Retail Sales and Service unless there is a Conditional Use to allow for a restaurant on the premises. The applicant's desire to rezone the entire property to the CG Zoning District would allow for Office uses, as well as Retail Sales and Service uses such as vendors or restaurants without needing a Conditional Use. Retail Sales and Service firms are involved in the sale, lease, or rent of new or used products to the general public. They may also provide personal services or entertainment, or provide product repair or services for consumer and business goods. Among other things included in the subcategory of Retail and Sales uses are "restaurants, cafes, delicatessens; indoor continuous entertainment activities such as bowling alleys and ice rinks; dance halls; theaters, health clubs, gyms, membership clubs and lodges; hotels and motels." (Zoning Ordinance, Section 310.H.3.c)

The Pit obtained a food permit in July and August of 2015 and later in February 2016. Planning staff signed the pre-permit documentation forms noting Retail Sales and Service are allowed in the CG/CH Zone District. The original site of The Pit was on the southern two-thirds of the property zoned as CG/CH where the building on 3232 Executive Drive is now being constructed. The Pit was later moved to its current location on the northern third of the property in the CH District which does not allow Retail Sales and Services uses by right.

Analysis:

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

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

   The Comprehensive Plan places the subject property squarely in the Commercial Future Land Use category. The Plan explains Commercial areas consist of retail

and office clusters in which visibility and access are offered by frontage on the major street network. Here, the Commercial area is a corridor stretching from Downtown to Loop 306 between Knickerbocker Road and the Texas Pacifico Rail Road. The property does not front Knickerbocker Road, but office uses dominate the immediate area. The surrounding area is zoned General Commercial / Heavy Commercial (CG/CH), save for the Heavy Commercial (HC) Zoning District on the subject property's northern third and the lot to the north, but rezoning the lot to CG/CH is not an option as no property may be rezoned CG/CH under the current Zoning Ordinance. The proposed rezoning to the General Commercial (CG) Zoning District appears to be compatible with the surrounding commercial character of the area. The proposed rezoning to General Commercial (CG) is also compatible with the Comprehensive Plan's Commercial categorization, and so, no vision amendment to the Comprehensive Plan is required.

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

   The split zoning on the property between CG/CH on the southern third and HC Zoning Districts arose when ZC1548 was approved by City Council amending the Zoning Ordinance in 1986. ZC1548 rezoned the northern third of the property from R-1 (Single-Family Residence) to the Heavy Commercial (CH) Zoning District. Although that portion of the lot had no frontage on a street (there is an alley), the developer, Industrial Developers of San Angelo, owned the adjacent lot and access was from Executive Drive. The lot was not developed and remained vacant until the applicant purchased the property for the purpose of constructing two office buildings, at different intervals. Both buildings are consistent with the Zoning Ordinance which allows for office uses in the CG/CH Zoning District and meets the Nonresidential District Bulk Regulations (Zoning Ordinance Section 502.B). What is not is consistent is The Pit operating as a retail use in the CH Zoning District as it is not allowed by right in that area. The applicant wants to readdress this issue by rezoning both lots to General Commercial (CG) effectively downzoning the area for less intense uses and legalizing the presence of The Pit in its current location.

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 rezoning to CG Zoning District appears to be compatible as the area is commercial. However, Staff was made aware of some nuisance issues when neighbors complained about The Pit's operations. Neighbors indicated to Staff that The Pit's customers were using their private off-street parking lots, particularly parking lots across the alley to the east. The parking lot is under construction at 3232 Executive Drive in conjunction with the office building which has temporarily worsened the off street parking situation. Neighbors also stated that the smell from the cooking smoke was drifting into the adjacent buildings from The Pit

continuously as the barbeque cooks their meat for hours at a time. During a Staff site visit on a Sunday when The Pit is closed, the smoker was in operation. The neighbors claimed that the smoke was so pervasive that some office tenants had moved away due to the smoke, resulting in a loss of rental income to the property owners. The Fire Marshal's office has indicated they do not regulate cooking smoke.

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

   Conditions have changed when The Pit was displaced due to the construction of the second office building and the accompanying parking lot. The Pit cannot operate in its current location in the CH Zoning District as the retail use is not allowed by right. The applicant overlooked that the northern third of the property was zoned CH and now wishes to rezone both lots to the CG Zoning District to legalize The Pit in its current location.

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.*

   Customers for The Pit have increased the parking volume in neighboring parking lots. When the parking lot addition is completed, it may reduce the number of cars on neighboring lots. The cooking smoke is viewed as a negative impact by some of the neighbors, but it is not regarded as a toxic pollutant regulated by the City Fire Marshal. Expanded operations by The Pit may worsen air quality and parking lot car volume.

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

   It appears that there is enough demand for The Pit to continue operating in its current location as there are no other food vendors in the immediate area until one gets to Knickerbocker Road. However, it should be noted that a potential problem could arise should the Planning Commission decide to approve the applicant's request to rezone. A larger or permanent version of The Pit would be allowed in the CG Zoning District. In addition, other uses allowed in the CG District would be permitted that may not compatible with the surrounding office uses in the future.

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 Comprehensive Plan promotes steps which ensure the long-term viability of commercial sites as businesses can be ephemeral nature so redevelopment in the future should be considered. Here, The Pit is potentially mobile and can move to another site in the future so there may not be long-term consequences. Moreover, the Plan supports phasing plans for future infill of new and existing Commercial areas to maximize development and ensure quality of experience and commercial success. This venue for The Pit could be a jump start for the applicant to move his operations to another more permanent location should he gain a loyal customer base and expand from there.

Notification:

On November 1, 2016, 11 notifications were mailed out within a 200-foot radius of the properties. As of November 23, 2016, there were zero responses in favor and one in opposition of the request.

Planning Commission Recommendation:

On November 21, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for approval of a Rezoning from the Heavy Commercial (CH) and the General Commercial / Heavy Commercial (CG/CH) Zoning Districts to the General Commercial (CG) Zoning District. The following is the complete excerpt of the Minutes from the November 21, 2016, meeting for this case:

David Fee, Senior Planner, outlined the proposed request for a Zone Change to General Commercial (CG) for the entire property. Mr. Fee explained that the applicant has an existing office building and a second office building under construction on the southerly portion of the property currently zoned General Commercial/Heavy Commercial (CG/CH), and a barbeque trailer on the northerly portion of the property zoned Heavy Commercial (CH). He explained that the CH zone does not allow the barbeque trailer which is considered retail, and the applicant's zone change request to CG for the entire site would allow the existing offices, the barbeque trailer, and future retail to be located on the property. Mr. Fee outlined Staff's rationale to approve the proposed request on the grounds it is compatible with the Commercial land use designation in the City's Comprehensive Plan, that the CG zoning district would legalize the existing barbeque pit, and that the rezoning would allow future expansion of CG uses on the property.
Commissioner Stribling asked if the barbeque trailer was operating on a permanent basis. Mr. Fee affirmed the trailer was operating in a fixed location on the property on a permanent basis.

Commissioner Spano indicated that the site needed to be zoned for future growth.

Commissioner Stribling asked about the ownership structure and how parking arrangements were being made for the barbeque pit. Mr. Fee answered that Mr. Stribling's questions would best be addressed by the applicant.

The Planning Commission opened the item for public comment.

Johnny Silvas, Project Manager for the applicant, stated that the applicant was planning to relocate the barbeque trailer off the site in the near future. He said that the owner of the pit was the owner's son-in-law.

Bob Hicks, an owner of nearby properties, opposed the BBQ trailer but was not concerned with professional office uses on the subject property. He raised concerns of smoke from the barbequing which permeates inside his building, and indicated he had already lost a tenant because of the smoke.

Chair Priess asked how long the barbeque trailer could stay. Planning Manager, Rebeca Guerra, responded that the commissary associated with the barbeque trailer was issued for the CH portion which does not allow the barbeque trailer. She explained that a zone change to a CG zone would fix the issue and allow the barbeque trailer to remain indefinitely.

Commissioner Crisp asked what would be the most intense use that would be allowed in the CH zone. Ms. Guerra responded that a CH zoning could allow outside storage in unlimited amounts, as well as heavier, more intense uses that would generate more traffic.

Commissioner Spano raised concerns about the barbeque pit and said it should be removed from the site in future.

Ms. Guerra addressed Commissioner Stribling's earlier question regarding parking. She indicated that the site had enough parking under the Zoning Ordinance for the offices and the barbeque indicate that this was a private matter and that the neighbors could have those cars towed.

Mr. Hicks reiterated his desire to have the barbeque trailer removed from the subject property.

Debbie Hagelstein, a nearby business owner, stated that her employees stopped parking in front of her business because of the smoke from the barbeque. She also indicated that she was told by a real estate agent that the barbeque trailer would devalue her property.

Mr. Norvell Holveck, a partner in a business nearby, indicated that he had also lost tenants and income due to the barbeque trailer being located on the subject property. He added that their customers were parking in his parking lot as well.

Mr. Silvas attempted to reassure the Planning Commission and those in opposition that the barbeque trailer would be removed soon.

Commissioner Crisp indicated that a zone change to CG could allow another barbeque trailer or restaurant in future which also releases smoke exhaust.

Commissioner Farmer asked if the Planning Commission could impose a condition that they smoke the meat at night when there is no one there? Ms. Guerra answered that "straight" zoning, or any zoning other than a Planned Development, would not allow conditions to be imposed.

Mr. Holveck asked if the applicant could rezone to an Office Commercial (CO) Zoning District. Ms. Guerra indicated this was possible and an associated Conditional Use could be applied for to allow the retail/restaurant uses and require conditions of approval.

Mr. Silvas explained that with only a third of the property being rezoned, there would not be much room for another larger-scale use so a "Denny's" type restaurant would not be a possibility in the future. He said he wished the neighbors had contacted them about the parking problem so they could tell the barbeque customers not to park in neighboring parking lots. He said one neighbor had approached him about using one another's parking lots.

Commissioner Spano indicated that the Planning Commission did not regulate parking if there was already enough parking on a site.

Commissioner Jackson stated that the CH zone could allow more intense uses than the barbeque trailer. Ms. Jackson expressed her support of the request to zone all of the lands CG.

Mr. Silvas invited the neighboring owners who had concerns with the barbeque trailer to come out and meet the property owner.

Commissioner Spano indicated the need for consistency in having a uniform zoning for the property, and Commissioner Crisp agreed.

Chair Priess encouraged Mr. Silvas to work with the surrounding owners to attempt to accommodate their concerns.

Mr. Holveck asked if the rezoning could take place only after the barbeque trailer had been removed. He said he was not asking them to leave tomorrow, but wanted to be sure that they did move sooner, rather than later.

Dan Saluri, Deputy City Attorney, indicated that a nuisance was a separate issue from zoning, and that the Planning Commission can only be guided by criteria for a zone change when making a decision to rezone a property, not a nuisance.

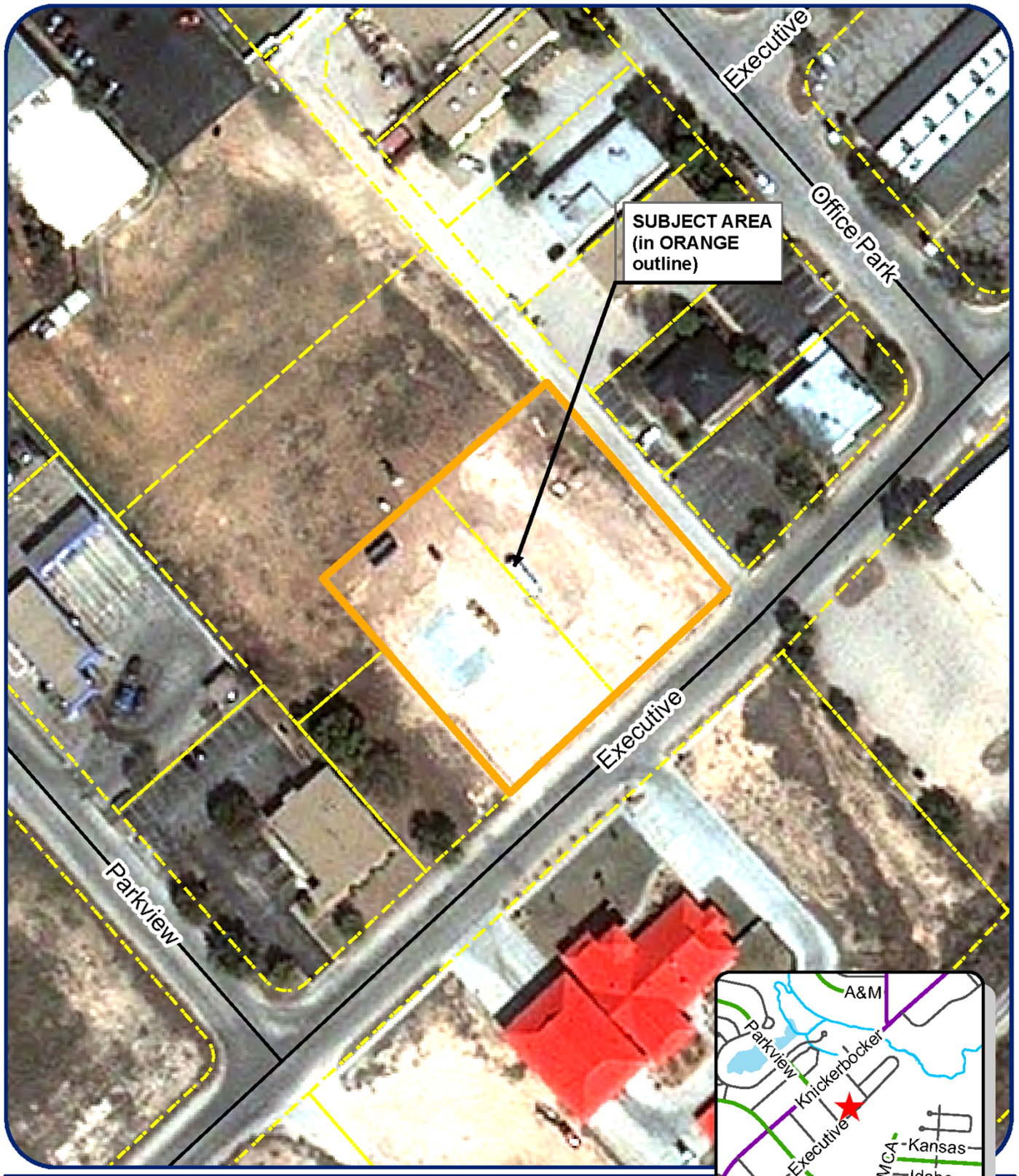
Commissioner Spano made a Motion to APPROVE the Zone Change request as presented. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 6-0.

Staff's Recommendation:

Staff's recommendation is for the City Council to **APPROVE** the proposed Rezoning from Heavy Commercial (CH) and the General Commercial / Heavy Commercial (CG/CH) Zoning Districts to the **General Commercial (CG) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Photos of Site and Surrounding Area
Response Letter
Applicant's Rationale
Excerpt of CG Permitted Uses and Provisions



Zoning Case File

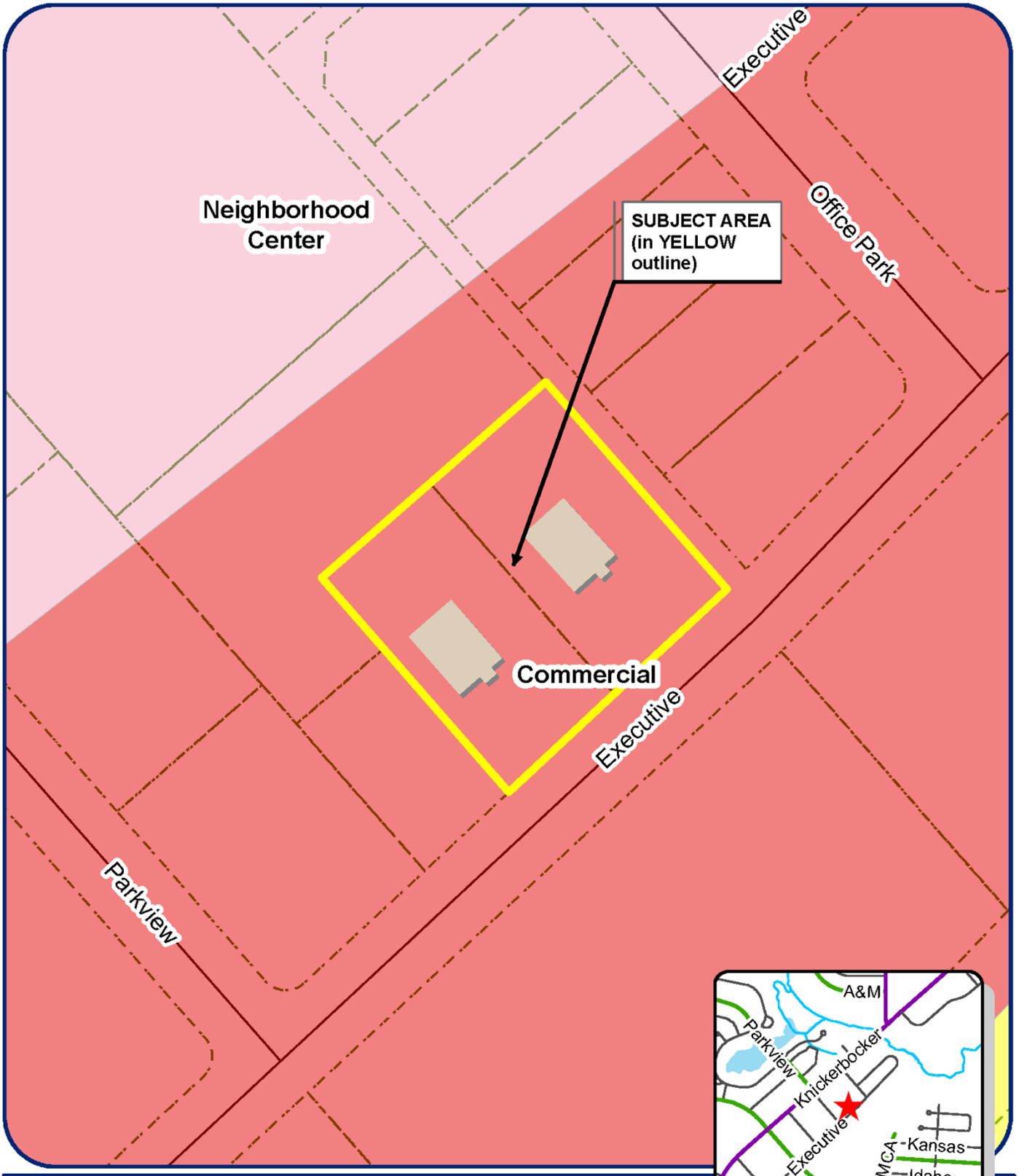
Case Z16_08; Silvas

Council District: SMD#5 (Carter)
Neighborhood: Vista Del Arroyo
Scale: 1 inch :: 100 feet
Legal Description(s): Lots 1A and 1B, Blk E, TR-4, INDUSTRIAL DEVELOPERS ADD'N

Legend

Subject Properties:
Current Zoning: CH; CG/CH
Requested Zoning Change: CG
Vision: Commercial

N



Zoning Case File

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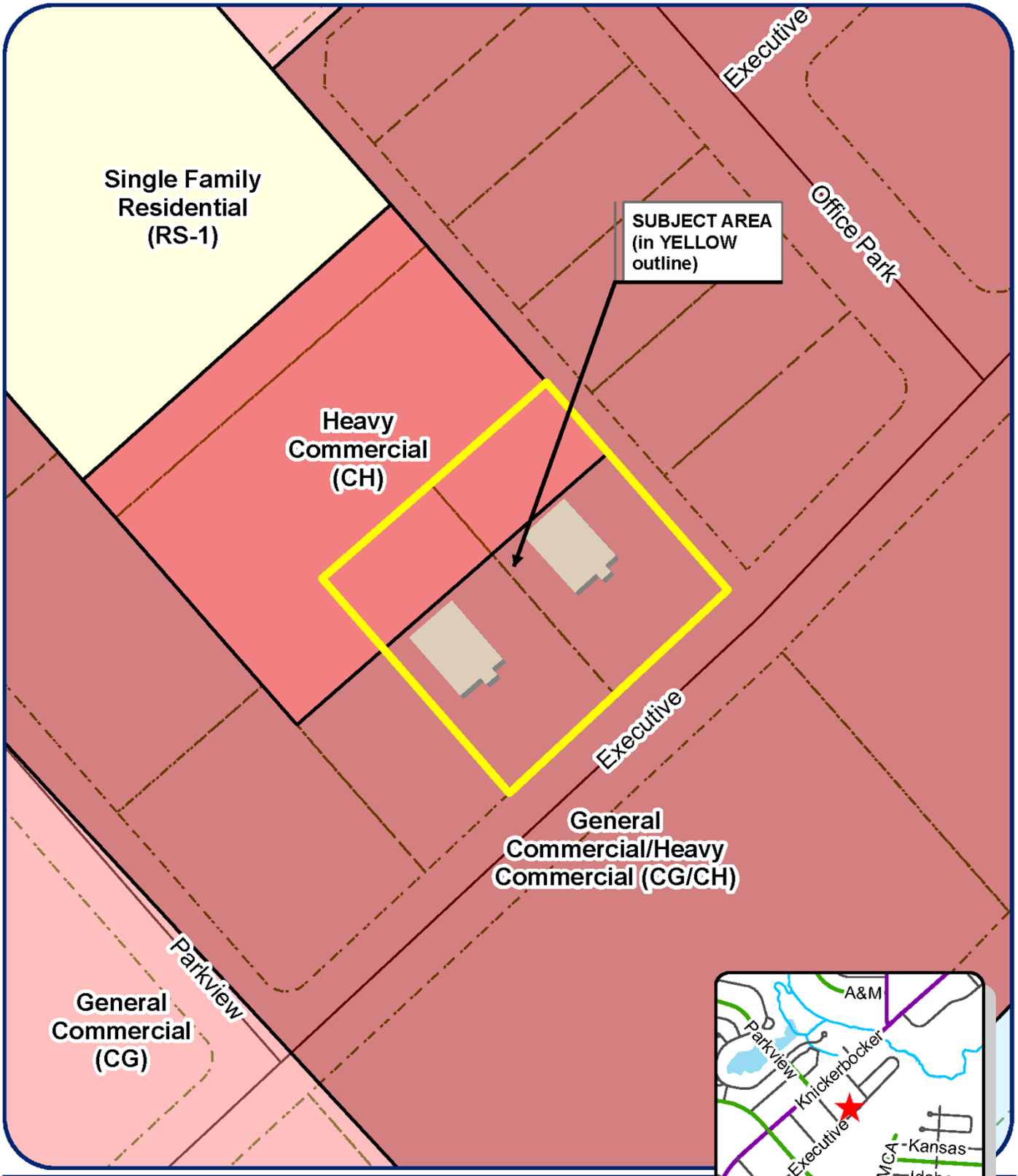
Vision: Commercial



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Case Z16_08; Silvas

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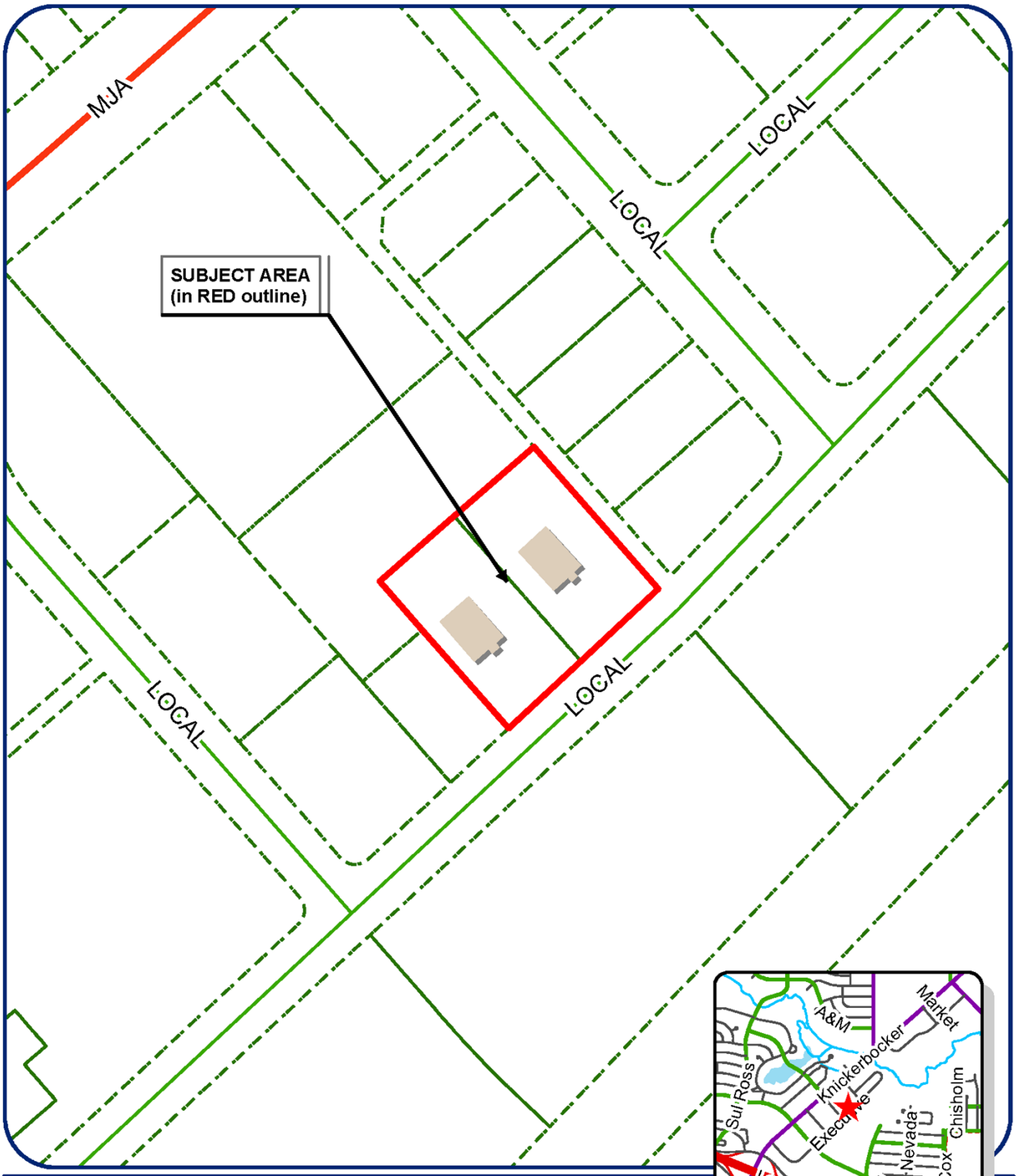
Legend

Subject Properties:
Current Zoning: CH; CG/CH
Requested Zoning Change: CG
Vision: Commercial

N



Zoning Case File

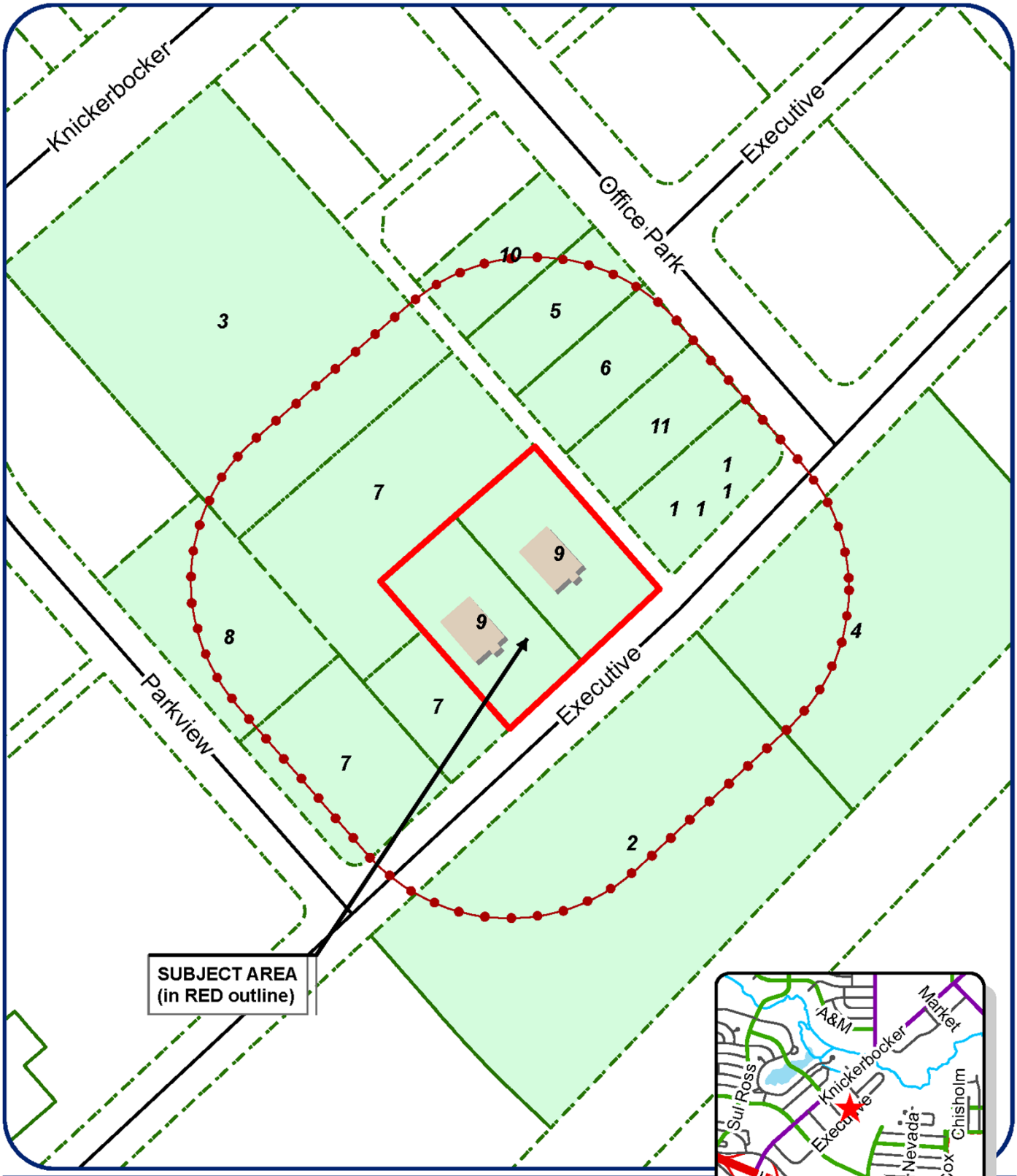
Case Z16_08; Silvas

Council District: SMD#5 (Carter)
Neighborhood: Vista Del Arroyo
Scale: 1 inch :: 150 feet
Legal Description(s): Lots 1A and 1B, Blk E, TR-4, INDUSTRIAL DEVELOPERS ADD'N

Legend

Subject Properties:
Current Zoning: CH; CG/CH
Requested Zoning Change: CG
Vision: Commercial

N



Zoning Case File

Case Z16_08; Silvas

Council District: SMD#5 (Carter)
Neighborhood: Vista Del Arroyo
Scale: 1 inch :: 150 feet
Legal Description(s): Lots 1A and 1B, Blk E, TR-4, INDUSTRIAL DEVELOPERS ADD'N

Legend

Subject Properties:
Current Zoning: CH; CG/CH
Requested Zoning Change: CG
Vision: Commercial

N

Photos of Site and Surrounding Area

Looking Northwest (subject property)

Looking Northeast

Looking Southeast

Looking Southwest

Photos of Site and Surrounding Area

The Pit BBQ site

The Pit BBQ site

Office building and parking lot under construction

Neighbors' parking lots east side

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

( ) IN FAVOR (X) IN OPPOSITION

REASON(S)

See attached document

I AM PART OWNER OF PROPERTIES 5+6

AND A 48 YEAR MEMBER OF COMMUNITY HILLS CHRISTIAN CHURCH (COLLEGE HILLS CHRISTIAN CHURCH) PROPERTY #3

NAME: ROBERT C. HICKS

ADDRESS: 2558 LINDENWOOD
SAN ANGELO, TX 76904

SIGNATURE: Robert C. Hicks

Z16-08: SILVAS
Property owner number: 5 + 6

If you have any questions about these proceedings, please contact Jeff Fisher, Staff Planner with the City of San Angelo's Planning Division at either (325) 657-4210, extension 1550, or via e-mail at jeff.fisher@cosatx.us.

I represent myself and my co-owner of property number 5 as indicated on the zoning case file, Case Z16_08; Silvas, also known as 2137 Office Park Drive. We are in ***opposition*** to the change in zoning requested.

If I understand correctly the zoning requested will give the property owners a blank check as to the kind of use of the property. The current zoning is quite sufficient for the professional office buildings that are currently there and under construction. Therefore their zoning change must be needed to keep the outdoor barbeque food service that is currently located on the back of the two lots. This food service business is an eyesore and creates many problems for the surrounding businesses. They are:

1. The cooking of their product produces a lot of smoke which blows directly into our building and when the doors are opened (which is frequently) permeates the interior of the building. Our tenants have complained bitterly and we have lost one tenant because of the smoke. This depends on the wind direction when cooking.
2. The barbeque business is using the alley for access.
3. Customers of the barbeque business frequently park in the private parking for our professional building tenants.
4. The presence of a business of this nature is totally incompatible with the surrounding professional businesses and will negatively impact the value of our properties.

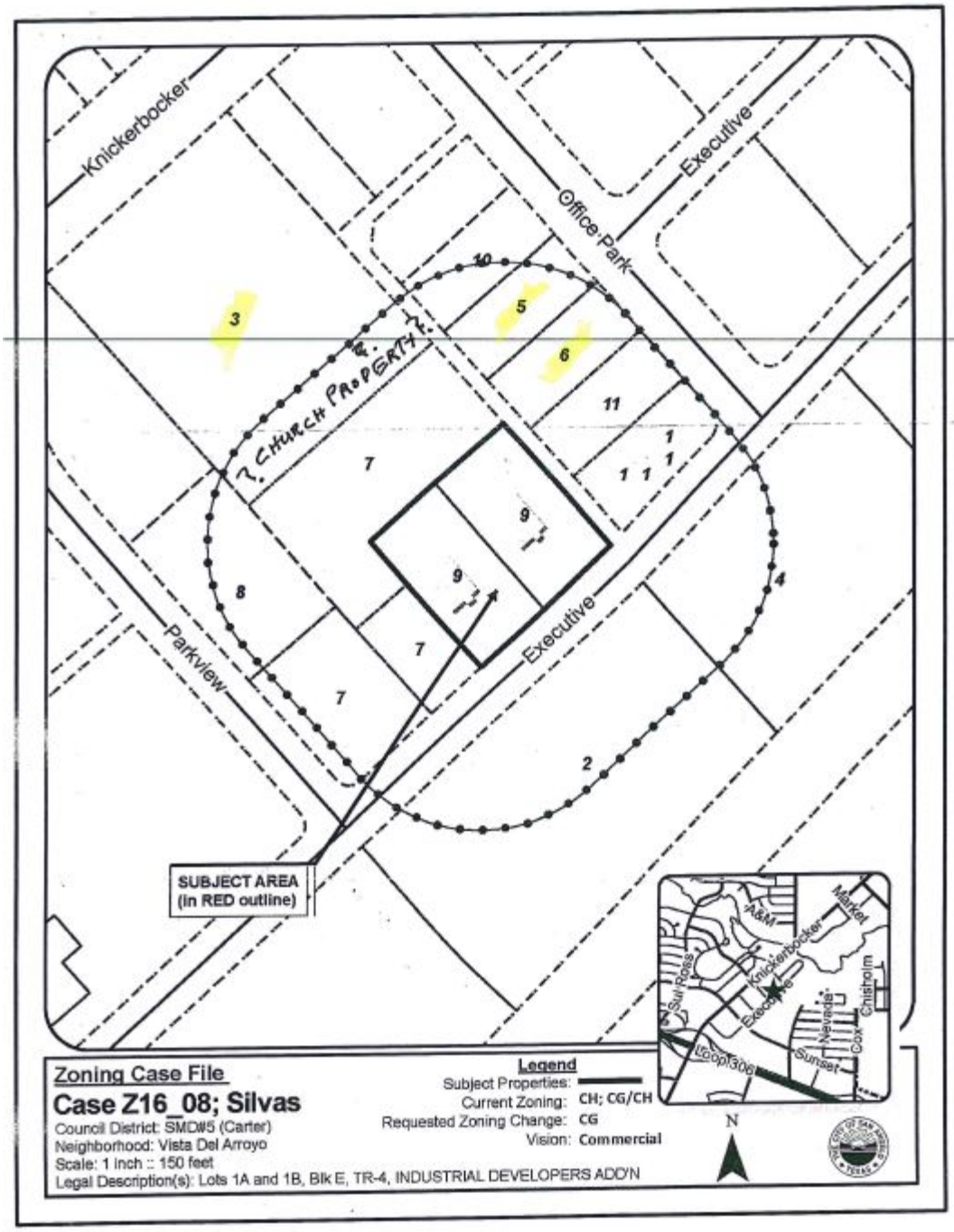
I may not understand who can legally request zone changes for San Angelo properties but the name of the requesting person is Silvas. However one property is shown on the Tom Green County Appraisal District, 3232 Executive Drive, as owned by THE PIT BBQ, and the other, 3240 Executive Drive, by BEPG. The owner of BEPG is Oscar Casillas and is the purchaser and owner of the subject properties even though ownership is registered to other entities. In a newspaper article in the business section of the San Angelo Standard Times dated November 7, 2016, the property at 3232 Executive Drive is described as the company's (BEPG) second office building and yet ownership is THE PIT BBQ. It appears to me that the city and the concerned property owners are about to be the victims of an end run whose veiled purpose is to legalize the existence of the barbeque business.

I urge the Planning Commission to recommend denial of the zoning request.

Robert C. Hicks

ROBERT C. HICKS

11-17-2016


Knickerbocker
Office Park
Executive
Parkview
Executive
CHURCH PROPERTY
SUBJECT AREA
(in RED outline)
Zoning Case File
Case Z16_08; Silvas
Council District: SMD#5 (Carter)
Neighborhood: Vista Del Arroyo
Scale: 1 inch :: 150 feet
Legal Description(s): Lots 1A and 1B, Blk E, TR-4, INDUSTRIAL DEVELOPERS ADD'N
Legend
Subject Properties:
Current Zoning: CH; CG/CH
Requested Zoning Change: CG
Vision: Commercial
N
A&M
Market
Knickerbocker
Sul Ross
Executive
Neiman
Cox
Chisholm
Loop 306
Sunset

ON FORTUNE LIST

Tech services firm BEPC recognized for its fast growth

RASHDA KHAN
SAN ANGELO STANDARD-TIMES

SAN ANGELO - BEPC Inc., a homegrown San Angelo business, was included on the Inner City 100 list — published annually in Fortune Magazine — for being one of the nation's fastest growing companies in 2016.

The company, which was part of the San Angelo Business Incubator at the Business Resource Center for four years, ranked 51 on the list of 100.

"Our employees are our most valuable assets. Those are the people who help us accomplish things like this," owner Oscar Casillas, who founded the business in 2005, said in a Standard-Times interview.

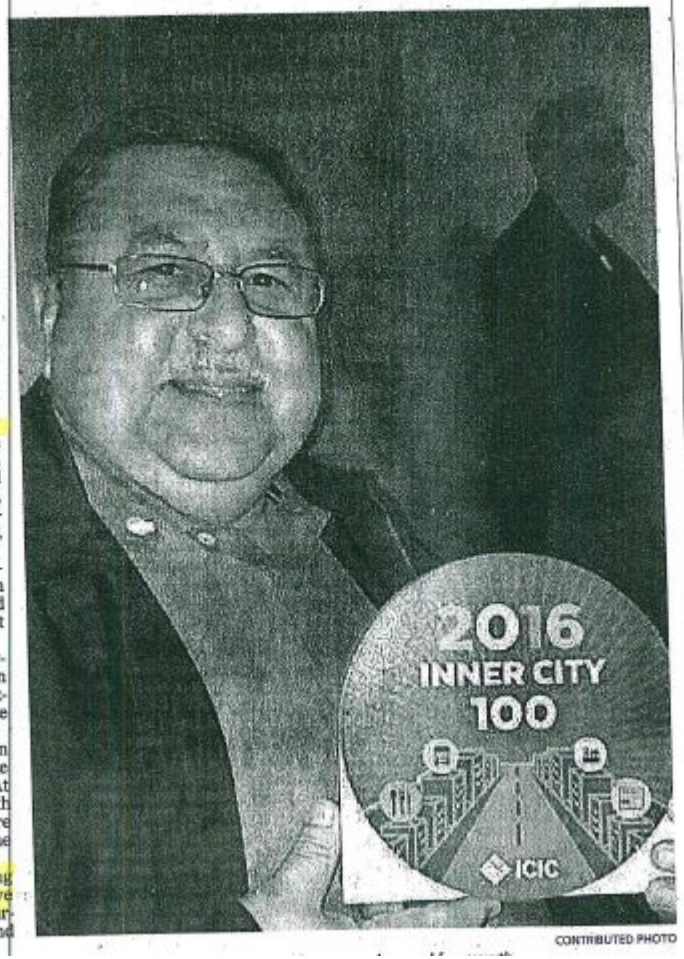
BEPC, a life-sciences engineering and information-technology consulting firm, provides services to Fortune 500 companies both nationally and internationally, especially in Mexico.

According to information from Fortune, BEPC reported a five-year growth rate of 252% percent from 2011-2015 and reported $12.09 million in revenue last year.

The company has about 365 employees. While most of its employees are in the United States and Mexico, global expansions possibly to India and China are in the works.

Earlier this year, BEPC received an Economic Expansion Award from the San Angelo Chamber of Commerce. At that time, it reported a 40 percent growth in sales, a 193 percent increase in square footage and a 55 percent increase in the number of employees over 2015.

The company's second office building is under construction at 3232 Executive Drive, next door to the original headquarters, and should be completed by the end



CONTRIBUTED PHOTO

opens doors to success

BUSINESS TIPS
DEZARAY JOHNSON

Opportunity is knocking for entrepreneurs and small business owners in San Angelo.

Will you answer?

The Angelo State University-Small Business Development Center is partnering with the ASU College of Business and The Business Factory to bring you an unparalleled opportunity to receive guidance and support in building your small-business dreams. The San Angelo Business Plan Competition is your opportunity to develop a viable business plan that will create a new business, or expand an existing business in San Angelo.

The competition consists of three phases. The first phase is your initial entry into the competition. You will need to submit a two-page business overview with details about your proposed business or expansion. It will need to include the essential elements of your new venture or expansion plans of an existing entity such as:

» The product or service you will offer

» Information about your target market

» Your potential for revenue generation

» The economic impact for San Angelo.

This business plan overview needs to be submitted by Feb. 6, 2017.

In the second phase of the competition is review of the initial entries and selection of candidates that will advance. If selected in the second phase, the candidate will be responsible for a $50 entry fee and will begin work on a full business plan draft.

The third and final phase of the competition is the submission of a completed business plan and formal presenta-

BEPC, Incorporated

3240 Executive Dr.
San Angelo, TX. 76904
(325) 944-0169

October 6, 2016

Planning Manager

City of San Angelo – Planning Division

52 W. College Avenue

San Angelo, TX 76903

Dear Sir or Madame:

I am requesting a zone change for the properties located at 3232 and 3240 Executive Drive (specifically identified as Lots 1A and 1B, First Replat of Lot 1, Block E, Tract 4 of the Industrial Developers' Addition). The subject properties, both of which contain office buildings, are zoned both General-to-Heavy Commercial (CG/CH) and Heavy Commercial (CH). I respectfully request that the properties be rezoned in their entirety to General Commercial (CG). I intend on maintaining the current level of office development that exists on these properties. Having an additional and more intensive zoning category associated with these properties is of little to no practical benefit to me and may become problematic at some point in the future if left unattended.

As required under Section 212.G of the San Angelo Zoning Ordinance, I offer the following rationale to justify my request for this zone change:

1. **Compatibility with Plans and Policies** – I believe since we are practically surrounded by properties under the (CG) designation, this change would only add to the overall picture of our neighbors on all sides.

2. **Consistency with Zoning Ordinance** – Being that our property is composed of office space, this would be in alignment to what's already in place.

3. **Compatibility with Surrounding Area** – Again, being surrounded by properties with a majority being office space, this change would be an added plus to what's out here.

4. **Changes in Conditions** – Since we first bought our current property, we over-looked the northern one-third of our property zoned as (CG/CH) and (CH), we just felt this added change would put us in alignment with our property as a whole.

5. **Effects on Natural Environment** – We have added and created a retention wall to slow down and capture a great deal of runoff. We have adhered to new restrictions implemented by the city and have made sure our existing and new building is in compliance to the new regulations.

6. **Community Need** – If expanding our tax base is an important part of growth to our city, then allowing our business to prosper and grow only allows us to hire more people thus adding to the economy of this community. More employees equal more tax revenue equals a more thriving community.

7. **Development Patterns** – By allowing businesses to expand it only adds to the growth of our city. Even though we as a city are experiencing "growing pains", in the end it will be to everyone's benefit to live in a vibrant community that offers services for all walks of life.

Your favorable consideration of this request shall be greatly appreciated. Thank you.

Respectfully,

Johnny Silvas

Special Projects Manager

BEPC, Inc.

3240 Executive Dr.

San Angelo, Texas 76904

Planning Division
72 W. College Ave.
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

PLANNING DIVISION

GENERAL COMMERCIAL (CG) ZONING DISTRICTS

Allowed Uses:

- Group living
- Alcohol and drug recovery facility
- College
- Public, nonprofit, or charitable uses providing service to the community
- Day care for children or adults
- Meeting areas for religious institutions
- Public safety and emergency services
- Schools
- Auto and boat dealer
- Bed & breakfast
- Business, government, professional, medical or financial offices
- Commercial parking
- Retail sales
- Self-service storage
- Vehicle service (performed while the customer waits)
- Vehicle wash
- Small animal veterinary clinic
- Personal service-oriented business
- Entertainment-oriented business
- Repair-oriented business
- Restaurants
- Manufacturing Craft Work by Artisan

Conditional Uses:

- Hospital
- Alcoholic beverage sales for on-site consumption
- Game hall
- Equipment rental
- Vehicle repair
- Warehouse and freight movement
- Waste-related uses
- Wholesale trade
- Passenger terminals

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

Special Uses:

- Detention facilities
- Facilities for golf, including practice areas
- Campground and/or Recreational Vehicle park
- Outdoor and entertainment recreation
- Major entertainment event
- Firearms range
- Any use which the Planning Commission and the City Council deem
- appropriate as a transition between zoning districts

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

Planning Division
72 W. College Ave.
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

PLANNING DIVISION

Required Setbacks:

Front Setback: 25 feet
Side Setback: None required
10 feet if abutting a residential district or use
Rear Setback: None required
10 feet if abutting a residential district or use

Setbacks refer to the distance that a structure must be 'set back' off of the appropriate property line. For example, the front setback of 25 feet means that the front wall of the structure must be separated by at least 25 feet from the front property line of the lot. This 25 feet must be open and unobstructed, except for the following exceptions: (1) projection of window sills, belt courses and other ornamental features for a distance of 12 inches or less; (2) projection of chimneys and flues for a distance of 3 ½ feet or less; (3) projection of eaves and awnings for a distance of 2 feet or less; and (4) open or lattice-enclosed fire escapes and fireproof outside stairs, for a distance of 3 ½ feet or less.

Maximum Floor Area Ratio: 2.0

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

Minimum Lot Size: 6,000 square feet

Off-Street Parking: Off-street parking requirements are determined by the use of the property, age of the property, and other related factors. For specific calculations, angles, shared parking requirements and other questions, consult with the Planning Division at 657-4210.

Off-Street Loading: A minimum of one space is required
For industrial and commercial uses, one additional space for each additional 40,000 square feet or major fraction thereof
For institutional uses, one additional space for each additional 60,000 square feet or major fraction thereof

Outdoor Storage: Type 2, Limited Outdoor Storage is allowed; Type 2 allows for up to 1,000 square feet or 10% of the total site area, whichever is greater

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: **3232 and 3240 Executive Drive; generally located along the northwest side of Executive Drive between Office Park and Parkview Drives; more specifically being Lots 1A and 1B, First Replat of Block E, Tract Four, Industrial Developers Addition,** FROM HEAVY COMMERCIAL (CH) AND GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) ZONING DISTRICTS TO GENERAL COMMERCIAL (CG) ZONING**;** AND PROVIDING FOR SEVERABILITY

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and state law regarding zoning regulations and zoning map, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the Zoning Map be and the same are hereby amended as follows:

3232 and 3240 Executive Drive; generally located along the northwest side of Executive Drive between Office Park and Parkview Drives; more specifically being Lots 1A and 1B, First Replat of Block E, Tract Four, Industrial Developers Addition, zoned Heavy Commercial (CH) and General Commercial/Heavy Commercial (CG/CH) Zoning District shall henceforth be permanently zoned **General Commercial (CG) Zoning District.**

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to correct Zoning District Maps in the Office of the Director of the Planning and Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **17th day of January, 2017,** and finally PASSED, APPROVED AND ADOPTED on this, the **7th day of February, 2017.**

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

First Reading and public hearing for Case PD16-07, an Ordinance approving a request for a rezoning from the General Commercial / Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District for a short term and long term residential shelter / safe house, generally located at the southeast corner of the intersection of East 19th Street and Briant Street, on 0.804 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On October 27, 2016, the applicants submitted this request for a Rezoning to a Planned Development (PD) Zoning District to allow for a short term and long term residential shelter / safe house on the subject property, "Momentous Home." The purpose of the short term and long term residential shelter / safe house is to provide a safe environment free of alcohol, drugs and violence for occupants and their children. The shelter / safe house may serve as a temporary sanctuary from domestic violence, as well as accommodation for those with previous drug and alcohol addictions. Staff may include both residential staff, office administrators, and counsellors. The shelter / safe house may also include accessory uses such as common dining and laundry facilities, indoor and outdoor recreational areas, and accessory storage buildings.

According to the applicants, there would be up to four "home parents" who would reside in the building, teaching the occupants basic living skills. Each occupant would have a bed, food, and necessities, and for the first few weeks, occupants would receive a free bus pass. Occupants will be able to stay as long as they need to and would pay rent on a weekly or monthly basis.

The shelter / safe house would utilize the existing one-story building on the property which was erected in 1969. The applicants have submitted a site plan that includes a floor plan showing 39 private bedrooms inside the building and common areas that include a laundry room, dining hall, library, offices, storage rooms, and six bathrooms. The applicants indicated that up to two beds could be provided per room. The site plan includes the proposed parking layout delineating 29 parking spaces, 17 facing East 19th Street and 12 facing Briant Street which are within the public right-of-ways of these streets. At the request of Planning Staff, the applicants have agreed to install a new 20-foot wide access drive through Lot 4 to connect to the existing parking area on Lot 5, as well as stripe this parking area for five additional spaces. Two of the existing parking spaces on East 19th Street will be required to be removed in order to allow the parking area to connect to the existing driveway on East 19th Street. The total number of parking spaces after completing all site work will be 32. The applicants have indicated that the majority of the occupants will not drive vehicles.

The proposed shelter / safe house could not be considered "Group Living" as the building contains bedrooms instead of exclusive dwelling units and because tenants could stay less than 30 days. Therefore, Planning Staff believe that the Group Living parking standard of one space per dwelling unit would be too high, and recommends a site specific standard of 32 spaces. This standard would be consistent with the number of available parking spaces and more compatible with the proposed use of a shelter where it is anticipated that less of the occupants will have vehicles.

However, Planning Staff also recommends a maximum adult occupancy of 53 tenants which would allow a maximum of ½ or 17 of the available 35 rooms (excluding the four home parent rooms), to have two occupants. Estimating that approximately 1/3 of these women will have vehicles, 18 parking spaces would be utilized for the occupants, four for the home parents, and 10 remaining spaces could be used for visitors. It is difficult to determine the exact number of parking spaces required given the unique type of use, but Planning Staff believes these requirements will ensure adequate parking. If a new use is proposed in future, an Amendment to this Planned Development will be required which will assess that user's parking needs.

The building was formerly a Nursing Home, and as a condition of approval, the applicant will be required to submit a Change of Occupancy Permit from the Permits and Inspections Division, as well as a review by the City Fire Marshall's Office to ensure safety and compliance with the Fire Code.

Financial Impact:

N/A

Other Information/Recommendation:

On November 21, 2016, the Planning Commission recommended APPROVAL of Case PD16-07. Commissioner Crisp made a Motion to Approve the Zone Change as presented, subject to the ten conditions outlined in the Staff Report. Commissioner Farmer seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

1.	Staff Report	PL_PD16-07_Staff Report.docx
2.	Draft Ordinance	PL_PD16-07_Ordinance.docx

Presentation:

Jon James

Approvals/Reviews:

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

STAFF REPORT

City Council Meetings: January 17, 2017
February 7, 2017

To: City Council

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

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

Case: PD16-07

Request: A request for approval of a Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District for a short term and long term residential shelter / safe house

Location: 701 East 19th Street; generally located at the immediate southeast corner of East 19th Street and Briant Street

Legal Description: Exall Addition, Block 13, Lots 1-5

Size: 0.804 acres

General Information

Future Land Use:	Commercial
Current Zoning:	General Commercial/Heavy Commercial (CG/CH)
Existing Land Use:	Vacant One-Story Building (formerly a Nursing Home)

Surrounding Zoning / Land Use:

North:	General Commercial/Heavy Commercial (CG/CH)	Single-Family Dwellings, Rancho Grande Restaurant, Stripes Gas
West:	Neighborhood Commercial (CN)	Church, Single-Family Dwellings
South:	Single-Family Residential (RS-1)	Single Family Dwellings
East:	General Commercial/ Heavy Commercial (CG/CH)	Single-Family Dwelling, Hair Salon, Vehicle Repair

District: SMD #3 – Harry Thomas

Neighborhood: Reagan

Thoroughfares/Streets:

Per the Master Thoroughfare Plan (MTP), East 19th Street is classified as an "Urban Collector Street," designed to collect Local Street traffic to Arterial Streets at a moderate speed. This portion of East 19th Street is owned by TxDOT and has a paving width of 64 feet and a right-of-way of 100 feet. Because it is not a City-owned and maintained road, no specifications are listed in the MTP.

Per the Master Thoroughfare Plan (MTP), Briant Street is classified as a "Local Street." A Local Street carries light neighborhood traffic at low speeds, and requires a right-of-way width of 50 feet and a paving width of 36 feet for existing streets. The existing right-of-way width is 80 feet, in compliance with the MTP. The existing paving width is 64 feet but 34 feet is used as on-street parking, leaving only 30 feet unobstructed width which is substandard. However, the property was already platted in accordance with the standards at that time, and no further action is required.

History and Background:

On October 27, 2016, the applicants submitted this request for a Rezoning to a Planned Development (PD) Zoning District to allow for a short term and long term residential shelter / safe house on the subject property, "Momentous Home." The purpose of the short term and long term residential shelter / safe house is to provide a safe environment free of alcohol, drugs and violence for occupants and their children.

The shelter / safe house may serve as a temporary sanctuary from domestic violence, as well as accommodation for those with previous drug and alcohol addictions. Staff may include both residential staff, office administrators, and counsellors. The shelter / safe house may also include accessory uses such as common dining and laundry facilities, indoor and outdoor recreational areas, and accessory storage buildings.

According to the applicants, there would be up to four "home parents" who would reside in the building, teaching the occupants basic living skills. Each occupant would have a bed, food, and necessities, and for the first few weeks, occupants would receive a free bus pass. Occupants will be able to stay as long as they need to and would pay rent on a weekly or monthly basis.

The shelter / safe house would utilize the existing one-story building on the property which was erected in 1969. The applicants have submitted a site plan that includes a floor plan showing 39 private bedrooms inside the building and common areas that include a laundry room, dining hall, library, offices, storage rooms, and six bathrooms. The applicants indicated that up to two beds could be provided per room. The site plan includes the proposed parking layout delineating 29 parking spaces, 17 facing East 19th Street and 12 facing Briant Street which are within the public right-of-ways of these streets. At the request of Planning Staff, the applicants have agreed to install a new 20-foot wide access drive through Lot 4 to connect to the existing parking area on Lot 5, as well as stripe this parking area for five additional spaces. Two of the existing parking spaces on East 19th Street will be required to be removed in order to allow the parking area to connect to the existing driveway on East 19th Street. The total number of parking spaces after completing all site work will be 32. The applicants have indicated that the majority of the occupants will not drive vehicles.

The proposed shelter / safe house could not be considered "Group Living" as the building contains bedrooms instead of exclusive dwelling units and because tenants could stay less than 30 days. Therefore, Planning Staff believe that the Group Living parking standard of one space per dwelling unit would be too high, and recommends a site specific standard of 32 spaces. This standard would be consistent with the number of available parking spaces and more compatible with the proposed use of a shelter where it is anticipated that less of the occupants will have vehicles. However, Planning Staff also recommends a maximum adult occupancy of 53 tenants which would allow a maximum of ½ or 17 of the available 35 rooms (excluding the four home parent rooms), to have two occupants. Estimating that approximately 1/3 of these women will have vehicles, 18 parking spaces would be utilized for the occupants, four for the home parents, and 10 remaining spaces could be used for visitors. It is difficult to determine the exact number of parking spaces required given the unique type of use, but Planning Staff believes these requirements will ensure adequate parking. If a new use is proposed in future, an Amendment to this Planned Development will be required which will assess that user's parking needs.

The building was formerly a Nursing Home, and as a condition of approval, the applicant will be required to submit a Change of Occupancy Permit from the Permits

and Inspections Division, as well as a review by the City Fire Marshall's Office to ensure safety and compliance with the Fire Code.

Analysis:

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

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

   The applicant believes the proposed development is compatible with the City's long-term plan for the area, and would provide a transition between the commercial and residential uses in the area. Planning Staff agree that the proposed shelter / safe house provides an effective transition "between commercial and nearby neighborhoods" consistent with the "Commercial" designation in the City's Comprehensive Plan. The lands on the north side of East 19th Street are designated commercial, and despite some residential development on this side of the street, the properties are zoned General Commercial/Heavy Commercial (CG/CH), and there is a Stripes Gas Station and restaurant to the northeast, as well as a hair salon and vehicle repair garage to the east. A shelter / safe house would be an effective transition between commercially zoned and designated lands to the north, commercial uses to the east, and residential homes to the 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 subject properties are zoned General Commercial/Heavy Commercial (CG/CH). The shelter / safe house would be similar to a hotel or motel use which is permitted in the CG/CH Zoning District as the room rentals would be for-profit and the occupants may stay less than 30 days at a time. The proposed use will comply with all development standards in the Zoning Ordinance except for the parking standards and the minimum front yard setback of 25 feet. As indicated previously, Planning Staff recommend a site-specific parking standard of 32 parking spaces consistent with the proposed parking plan, as well as a five-foot east side yard setback to provide adequate separation from the single-family dwelling to the east, and 0-foot setbacks for the front and west side yards to acknowledge the placement of the existing building.

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

The proposed shelter / safe house is compatible with the surrounding area which contains a wide range of commercial uses. As indicated above, there are restaurants, a gas station, vehicle repair facility, and hair salon to the east. There is also a church to the west.

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

   The previous use of the building was a nursing home which ceased operations more than a year ago. A Rezoning to a Planned Development is appropriate in order to allow for a new use that does meet the current parking standard or setbacks required by the Zoning Ordinance. Planning Staff believe that the Planned Development application is appropriate for the proposed shelter / safe house, allowing the City to place conditions which will ensure compatibility with the surrounding area.

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

   While the impervious area on the site will be slightly increased with the construction of the new driveway, Staff does not anticipate any significant impacts on the natural environment. As a condition of approval, Planning Staff requires that the proposed driveway be built to City specifications and be subject to final approval by Engineering Services. This will mitigate any environmental impacts with respect to grading, drainage, and stormwater runoff.

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

   The Planning Division believes there is a community need for this project. The *Texas Council On Family Violence* (www.tcfv.org) reported 194,872 incidents of family violence and 158 women killed in 2015 in Texas. Further, the agency reported that in 2014, 39% of family violence victims in the State were turned away from shelters due to lack of space. Staff believes utilizing the existing building for a shelter / safe house will assist in fulfilling this need.

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 has direct and abutting access to East 19th Street, a Collector Street which can accommodate a large amount of traffic. Staff believes the additional traffic generated by the shelter / safe house can be adequately

accommodated by the existing traffic network. In addition, the site is already built out to its maximum and there are no anticipated changes in the current pattern of urban development.

Notification:

On November 10, 2016, 18 notifications were mailed out within a 200-foot radius of the properties. As of November 23, 2016, there were zero responses in favor and zero in opposition of the request. As per Section 201.G of the Zoning Ordinance, notice will also be published in the *San Angelo Standard-Times* at least 15 days before the City Council Meeting on January 17, 2016.

Planning Commission Recommendation:

On November 21, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for approval of a Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District for a short term and long term residential shelter / safe house on the subject property at 701 East 19th Street. The following is the complete excerpt of the Minutes from the November 21, 2016, meeting for this case:

Jeff Fisher, Planner, outlined the proposed request for a Planned Development (PD) Zone Change to allow a short and long term residential shelter/safe house on the subject property. Mr. Fisher explained that Planning Staff was recently approached by the applicants who sought to convert the former nursing home into a shelter for women and children. He explained that all of the current parking was in the public right-of-way and the Planned Development Zone Change would allow the proposed use, as well as flexibility in parking standards. Mr. Fisher presented an electronic copy of the site plan which shows 5 new parking spaces on Lot 5, as well as a new driveway through Lot 4 to be installed by the applicant that will lead to the on-site parking area. He outlined Staff's recommendation to approve the request based on commercial and institutional uses already in the area, a community need for this type of facility, and that adequate parking will be provided using a site-specific parking standard.

Commissioner Spano indicated that the notification letters mailed out did not specify the proposed uses.

Planning Manager Rebeca Guerra explained that Staff did not wish to make the definition too narrow, and that the applicant had only recently provided more details of the proposed development. She explained that Staff will include further information on the second notification for City Council that will be sent to owners within 200 and published in the local newspaper.

Commissioner Crisp asked if Staff could in future send the Planning Commissioners an email of the public notification letter that provides more specific information for each case.

Ms. Guerra confirmed this would be done in future for all cases, and that Staff would send the Commissioners the City Council notice letter for this item.

Commissioner Crisp expressed his support for the development.

There was no public comment.

Commissioner Crisp made a Motion to APPROVE the Zone Change as presented, subject to the ten conditions outlined in the Staff Report. Commissioner Farmer seconded the Motion. The Motion passed unanimously, 6-0.

Staff's Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Zone Change from the General Commercial/Heavy Commercial (CG/CH) Zoning District to a **Planned Development (PD) Zoning District for a short term and long term residential shelter / safe house**, **subject to the following ten Conditions of Approval**:

Proposed Conditions:

1. Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the General Commercial (CG) Zoning District, unless specified as otherwise. All activities shall be limited to those associated with a short term and long term residential shelter / safe house, including accessory uses which may include, but shall not be limited to, the following: common dining and laundry facilities, indoor and outdoor recreational areas, and accessory storage buildings. Occupants may include residential house staff, office administrators, and counsellors. Any alternative use shall require an Amendment to this Planned Development (PD).

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

3. Notwithstanding the General Commercial development standards, the subject development shall have a minimum front yard setback of 0 feet and a minimum east side yard setback of five feet.

4. A maximum occupancy of 53 tenants, notwithstanding staff, shall be permitted.

5. A minimum of 32 parking spaces shall be required in accordance with the approved Concept Plan. The applicant shall remove the leaves and debris within the front parking area. Any alternative use shall require an Amendment to this Planned Development (PD) which will re-examine the proposed number of parking spaces and layout.

6. No outdoor storage shall be allowed within the boundaries of this Planned Development District.

7. The applicant shall require a Change of Occupancy Permit from the Permits and Inspections Division.

8. The applicant shall complete paving the new driveway and striping the five on-site parking spaces prior to a final Certificate of Occupancy from the Permits and Inspections Division.

9. The proposed driveway shall be built to City specifications and subject to final review and approval by Engineering Services.

10. The applicant shall require a review from the Fire Marshall's Office to ensure compliance with the *International Fire Code*.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Site Photos
Concept Plan
Application

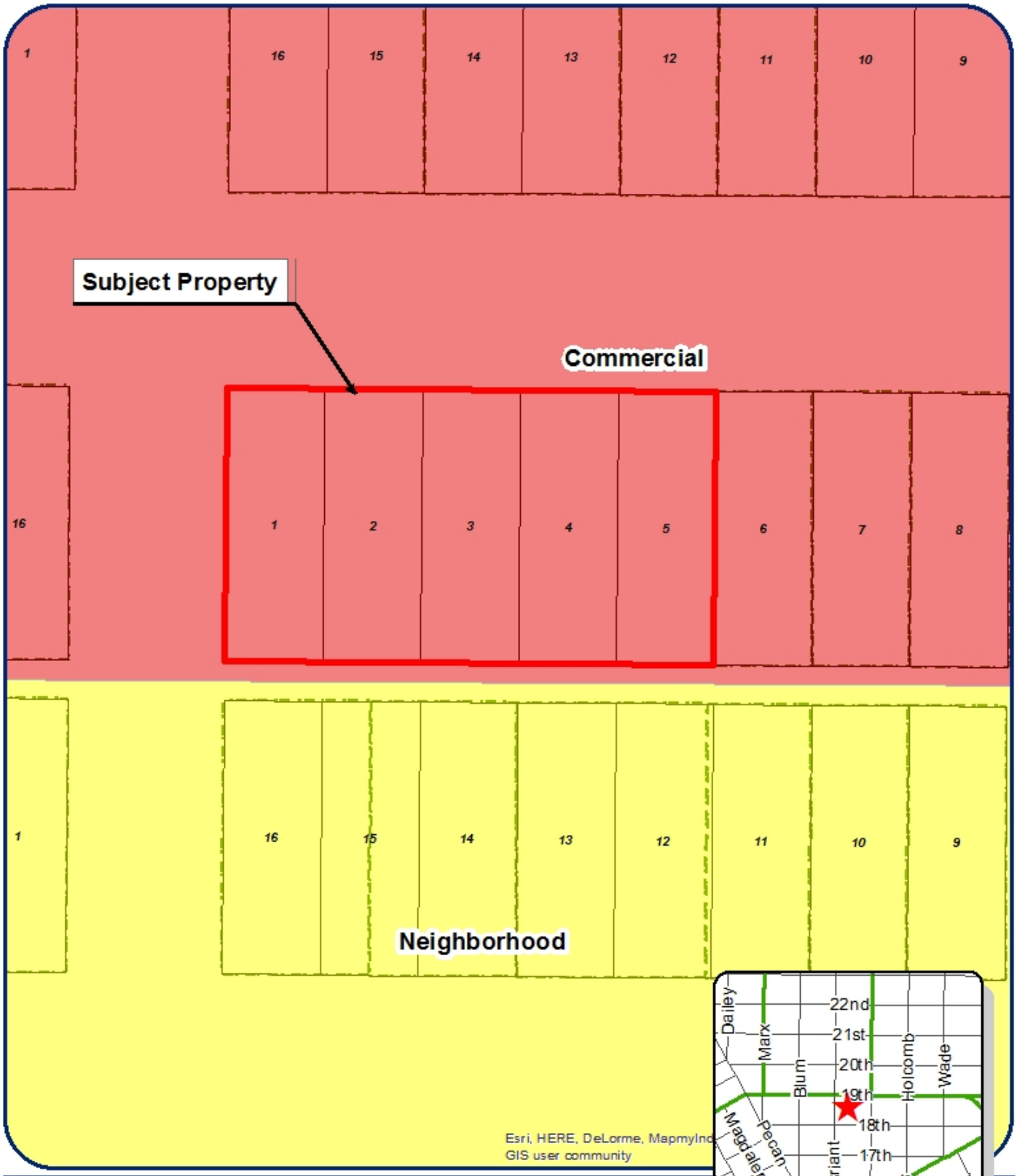
Planned Development Case File

Case PD16-07: Morse

Council District: Harry Thomas (SMD #3)
Neighborhood: Reagan
Scale: 1" approx. = 65 ft
Subject Property: 701 E. 19th St.

Legend

Subject Properties:
Current Zoning: CG/CH
Requested Zoning Change: N/A
Vision: Commercial



Planned Development Case File

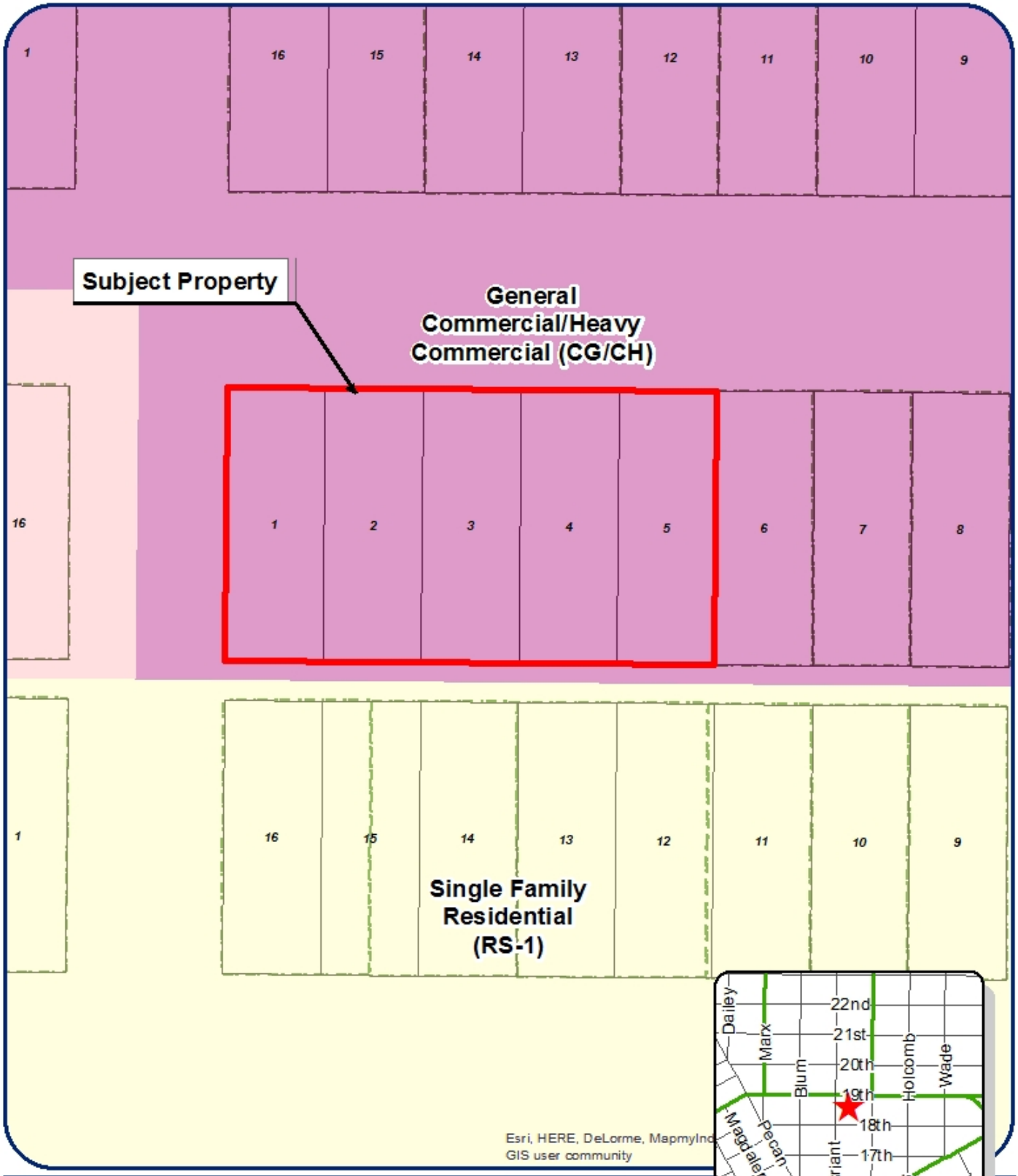
Case PD16-07: Morse

Council District: Harry Thomas (SMD #3)
Neighborhood: Reagan
Scale: 1" approx. = 65 ft
Subject Property: 701 E. 19th St.

Legend

Subject Properties:
Current Zoning: CG/CH
Requested Zoning Change: N/A
Vision: Commercial

N



Planned Development Case File

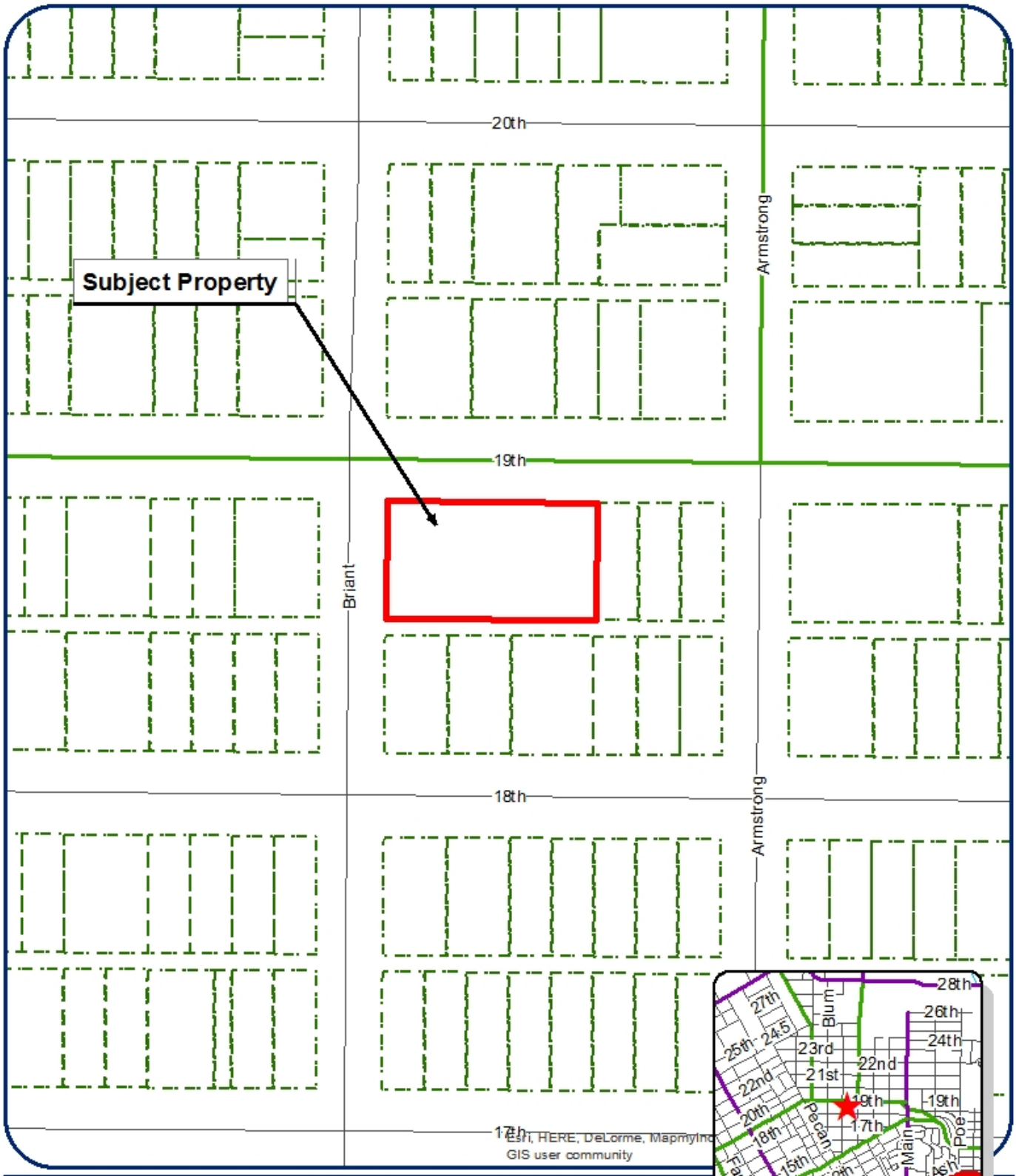
Case PD16-07: Morse

Council District: Harry Thomas (SMD #3)
Neighborhood: Reagan
Scale: 1 " approx. = 65 ft
Subject Property: 701 E. 19th St.

Legend

Subject Properties:
Current Zoning: CG/CH
Requested Zoning Change: N/A
Vision: Commercial

N



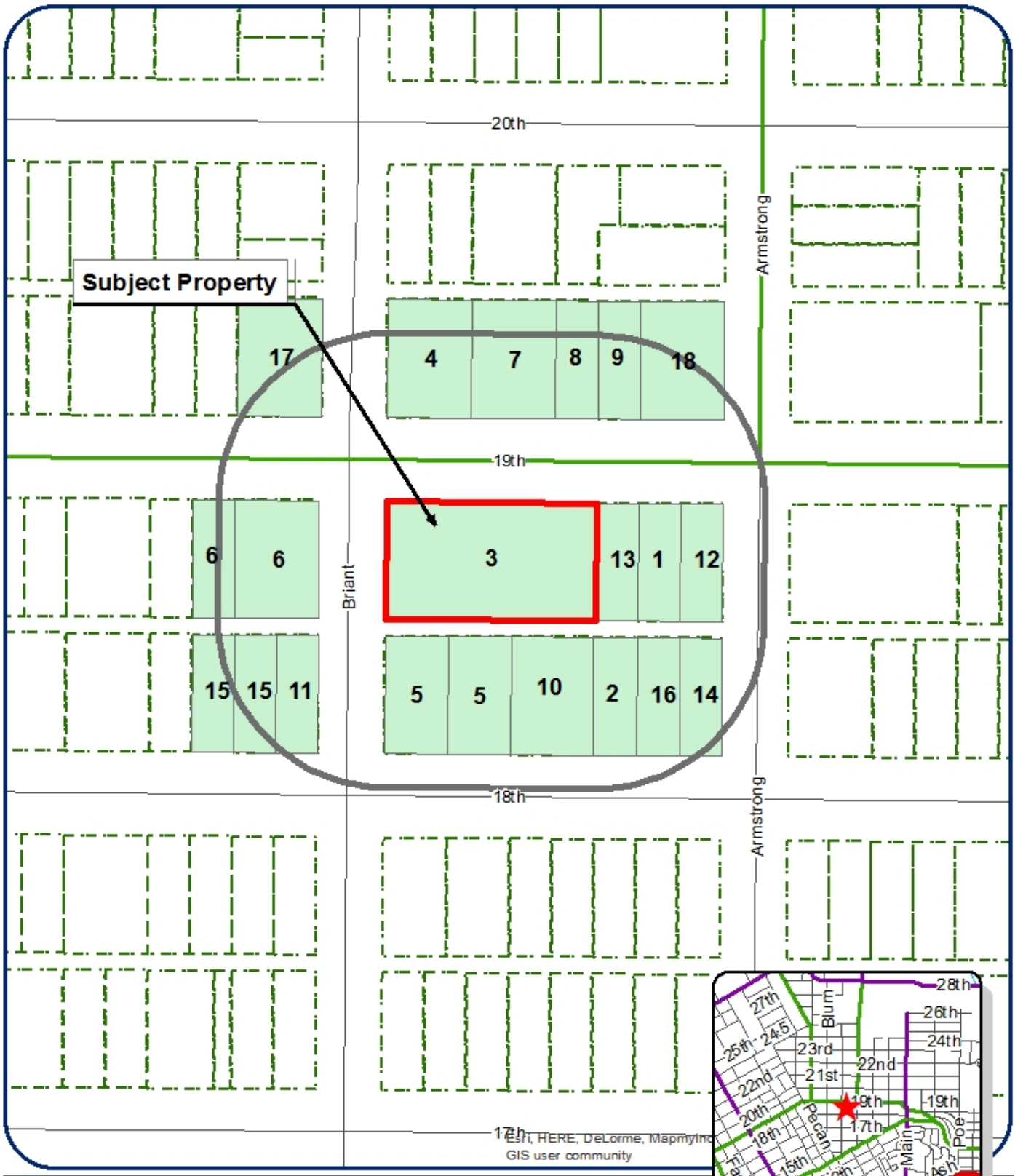
Planned Development Case File

Case PD16-07: Morse

Council District: Harry Thomas (SMD #3)
Neighborhood: Reagan
Scale: 1 " approx. = 150 ft
Subject Property: 701 E. 19th St.

Legend

Subject Properties:
Current Zoning: CG/CH
Requested Zoning Change: N/A
Vision: Commercial



Planned Development Case File

Case PD16-07: Morse

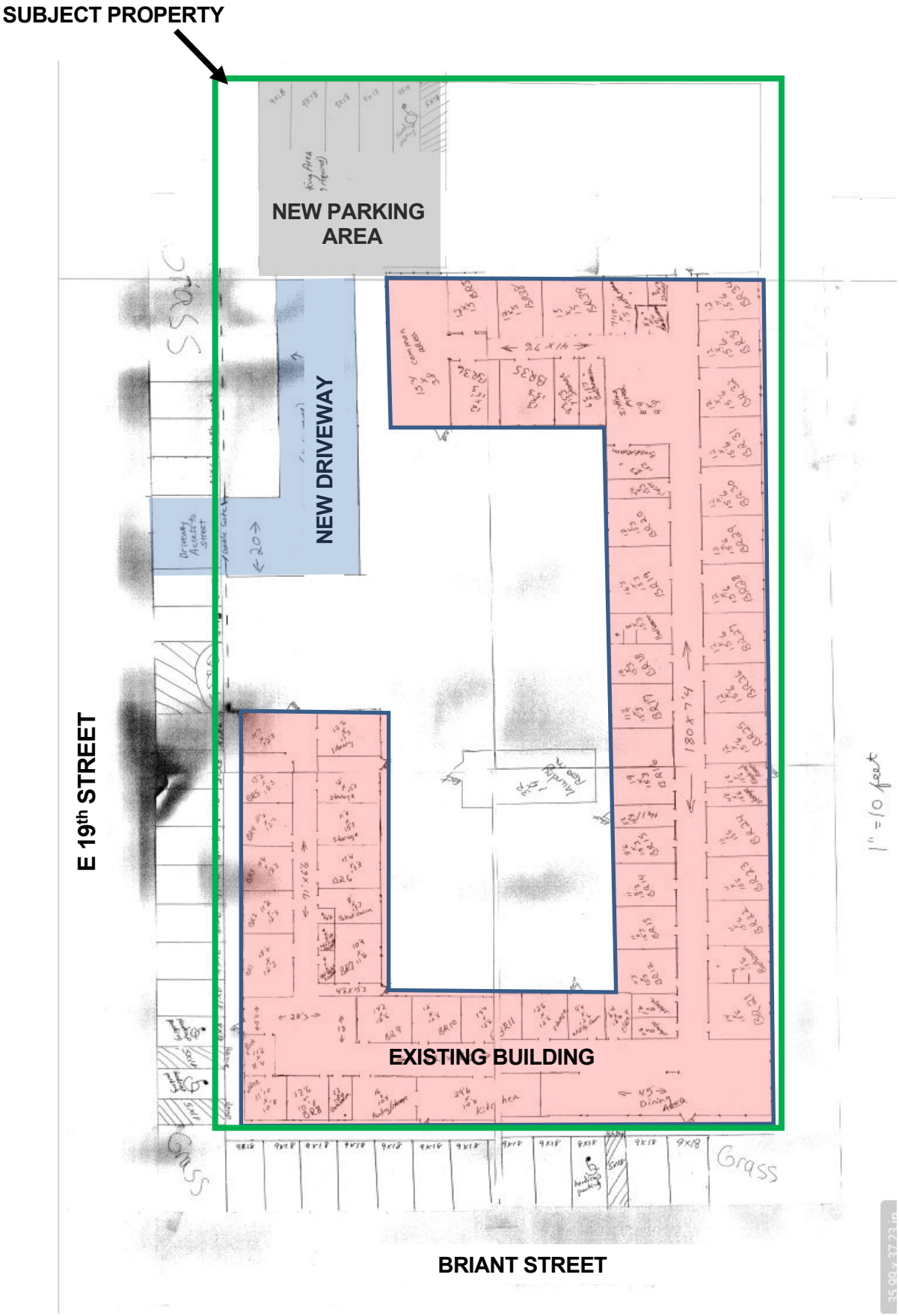
Council District: Harry Thomas (SMD #3)
Neighborhood: Reagan
Scale: 1 " approx. = 150 ft
Subject Property: 701 E. 19th St.

Legend

Subject Properties:
Current Zoning: CG/CH
Requested Zoning Change: N/A
Vision: Commercial

N

Concept Plan



Photos of Site and Surrounding Area

Southwest at Property

Southeast at Property

Front parking (debris to be removed)

Existing Courtyard

West elevation looking at building

Existing Parking Area to be striped

Photos of Site and Surrounding Area

North

Rear of Building (South)

West

East

City of San Angelo, Texas (Plan Development)
Planning Division

Application for Approval of a ZONE CHANGE

Name of Applicant(s): Alan Morse & Melissa Morse

– Owner – Authorized Representative (Affidavit required)

Mailing Address: 1602 Rio Grande **Telephone:** 325-212-0340

City/State/Zip: San Angelo TX 76901 **Fax/other** 325-212-2480

Subject Property Address and/or Location*:
701 E. 19th San Angelo Texas 76903

Legal Description*:
Lot: 1 THUR 5, BLK: 13 Subd: EXALI ADDITION,
*"SAN ANGELO DEVELOPMENT CEN

Lot Size: _____ **Zoning:** General Commercial / Heavy Commercial

Existing Use of Property: Vacant Nursing Home

Proposed Use of Property: Group living (women & kids shelter)

Requested Zone Change: Group living

*** use attachment, if necessary**

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

Melissa J Morse / Alan Morse — Signature

10/27/16 — Date

NOTE: Please also read information and sign on back of page.

OFFICE USE ONLY

Case no.: PD16-07 L R M *Date of application:* 10/27/2016

Received by: Jeff Fisher *–walk-in – by mail*

Nonrefundable application fee: $600.00 *Date paid:* 10/27/2016

Sign deposit: $37.50 *Date paid:* 10/27/2016

Affidavit attached? – yes – no – N/A Applicant's signature on information sheet? –

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: 11/21/16 *Date notifications due:* _____

City Council hearing date: 12/20/16 *Packets due date:* _____ *Publication date :* _____

1/3/17

City of San Angelo, Texas
Department of Planning

Important Information Regarding Zone Change Requests

Please read the following and sign below.

1. 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.

2. 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.

3. If approved, **a zone change is applied to the property, not the property owner**.

4. 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.

5. 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.

6. 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.

7. 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.

8. If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to 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 the Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

9. 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 have read and understand the preceding information.

Melissa J Morse / Alan Morse — Signature

10/27/16 — Date

OFFICE USE ONLY
Case no.: PD 16-07 *Date of application:* 10/27/2016 *Received by:* Jeff Fisher

The women that come to stay at our home are given a pillow, fresh linens and a comfortable bed to sleep in. Ladies will receive food and necessities to help get started. For the first couple of weeks, we provide a weekly city bus pass to those that need it. We provide all amenities of a home, as well as a safe environment for women free of alcohol, drugs and violence. Ladies may stay at the home as long as they need to. We do not put a time limit on their stay.

Momentous Home

HOME SERVICES CONTACT

Mo-men-tous

A circumstance or event of great importance or consequence to alter the course of one's life.

This definition is why we chose the name Momentous Home. We are so blessed and excited to to have the opportunity to help others. We do our very best to help the women that come to the home to get their feet planted so that they may reach their goals. We believe good people can make bad decisions. Sometimes, it is learned and other times it is all we know. Chaos, instability and dangerous habits all can be a tough thing to change and leave behind. For some it may be a need for a place to work a recovery program without being tempted to take that first drink or drug. Others in the home may need a safe nonthreatening and abuse free atmosphere. No matter the reason or circumstance, we welcome all women from all walks of life. We have hope and faith that the end goal is to better their lives. We believe that with positive encouragement, positive thinking and positive circumstance anything is possible for these women. Our home is successful when our ladies are succeeding on their journey through life.

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: **701 East 19th Street; generally located at the immediate southeast corner of East 19th Street and Briant Street ; more specifically being Lots 1-5 in Block 13 of the Exall Addition, comprising a total of 0.804 acres,** FROM GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) ZONING DISTRICT TO A PLANNED DEVELOPMENT (PD) ZONING DISTRICT FOR A SHORT AND LONG TERM RESIDENTIAL SHELTER / SAFE HOUSE; AND PROVIDING FOR SEVERABILITY

RE: PD16-07: Morse

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and state law regarding zoning regulations and zoning map, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic zoning ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

701 East 19th Street; generally located at the immediate southeast corner of East 19th Street and Briant Street; more specifically being Lots 1-5 in Block 13 of the Exall Addition, comprising a total of 0.804 acres, zoned General Commercial/Heavy Commercial (CG/CH) shall henceforth be permanently zoned as follows: Planned Development (PD) Zoning District for a short term and long term residential shelter / safe house.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the **General Commercial (CG) Zoning District**, unless specified as otherwise. All activities shall be limited to those associated with a short term and long term residential shelter / safe house, including accessory uses which may include, but shall not be limited to, the following: common dining and laundry facilities, indoor and outdoor recreational areas, and accessory storage buildings. Occupants may include residential house staff, office administrators, and counsellors. Any alternative use shall require an Amendment to this Planned Development (PD).

SECTION 7: Overall site use shall be in accordance with the **Concept Plan** shown in **Exhibit A** of this Ordinance. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning

Commission and City Council. Minor deviations may be approved by the Planning Director, provided no changes to the Zoning Ordinance are required.

SECTION 8: Notwithstanding the General Commercial (CG) development standards, the subject development shall have a minimum front yard setback of 0 feet and a minimum east side yard setback of five feet.

SECTION 9: A maximum occupancy of 53 tenants, notwithstanding staff, shall be permitted.

SECTION 10: A minimum of 32 parking spaces shall be required in accordance with the approved Concept Plan. The applicant shall remove the leaves and debris within the front parking area. Any alternative use shall require an Amendment to this Planned Development (PD) which will re-examine the proposed number of parking spaces and layout.

SECTION 11: No outdoor storage shall be allowed within the boundaries of this Planned Development District.

SECTION 12: The applicant shall require a Change of Occupancy Permit from the Permits and Inspections Division.

SECTION 13: The applicant shall complete paving the new driveway and striping the five on-site parking spaces prior to a final Certificate of Occupancy from the Permits and Inspections Division.

SECTION 14: The proposed driveway shall be built to City specifications and subject to final review and approval by Engineering Services.

SECTION 15: The applicant shall require a review from the Fire Marshall's Office to ensure compliance with the *International Fire Code*.

INTRODUCED on the **17th day of January, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **7th day of February, 2017.**

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

ATTEST:

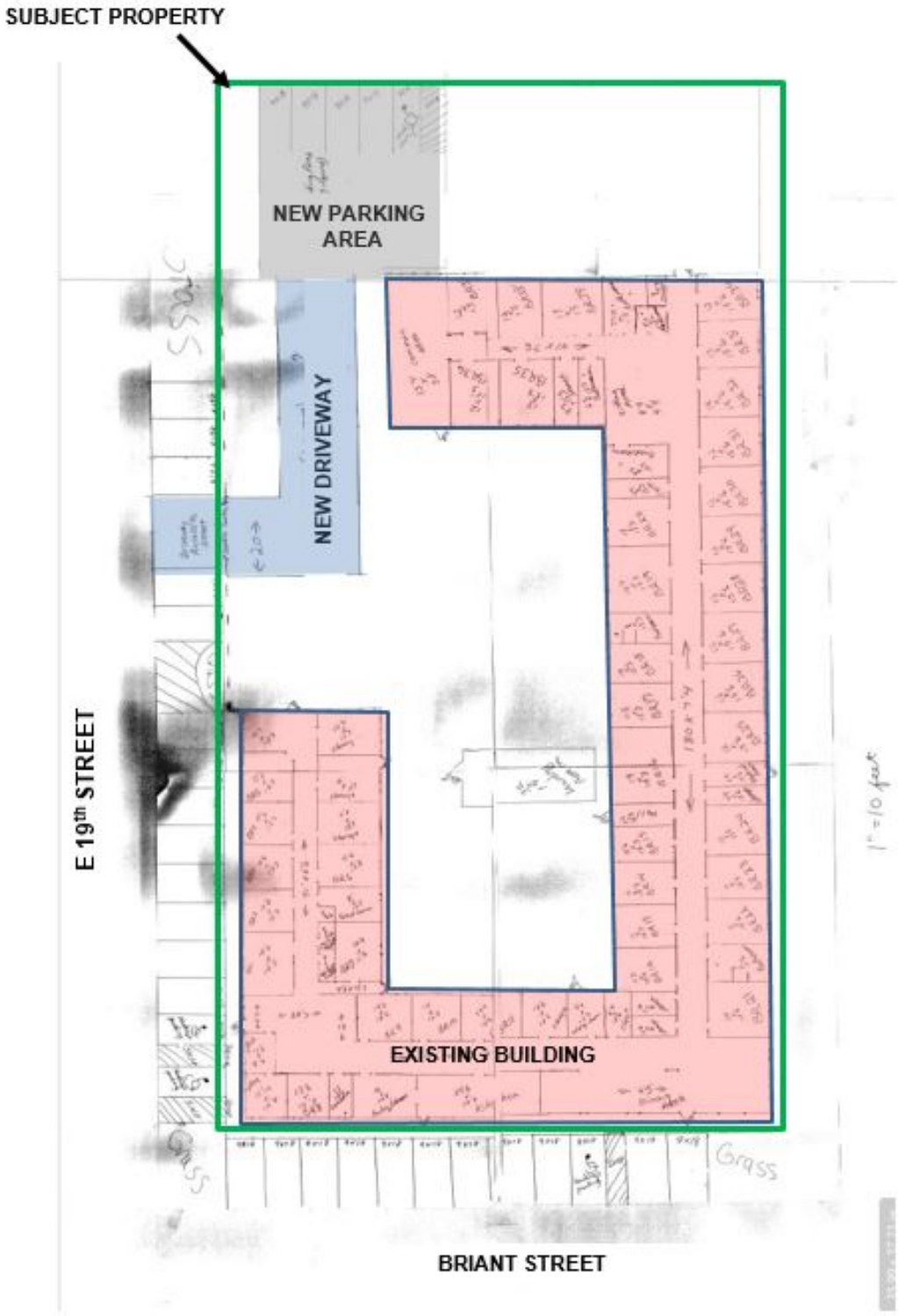
_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

EXHIBIT "A"

Concept Plan



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Shane Kelton, Director of Operations, Engineering Services, (325) 657-4206

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

First public hearing and consideration of an Ordinance amending Chapter 10 of the Code of Ordinances to increase the speed limit on Scherz Boulevard beginning at the north boundary of Goodfellow Airforce Base and extending south to the south boundary of Goodfellow Airforce Base from 20 mph to 25 mph - (Presentation by City Engineer Russell Pehl)

Summary/History:

This Ordinance will raise the speed limit to 25 miles per hour on Scherz Blvd beginning at the north boundary of Goodfellow Airforce Base and extending south to the south boundary of Goodfellow Airforce Base.

Sherz Blvd is owned by the City of San Angelo and is fully encompassed within Goodfellow Airforce Base. Second Lieutenant Timothy Ruscio, Traffic Safety Engineer for the United States Airforce Force, recommends increasing the speed limit to 25 mph based on the roadway's function, current traffic patterns, adequate safety lighting, and lack of encroachments. City Engineering staff acknowledges that 25 mph is an appropriate speed with the given conditions and aligns with requirements and stipulations found in the Manual on Uniform Traffic Control Devices.

All related costs to this Ordinance change will be the responsibility of Goodfellow Airforce Base.

Financial Impact:

All costs related to this Ordinance change will be the responsibility of Goodfellow Airforce Base.

Other Information/Recommendation:

Attachments:

1. Ordinance 17-198 Speed limit ordinance Scherz FINAL.docx

Presentation:

Russell Pehl

Approvals/Reviews:

Shane Kelton	Created/Initiated
Shane Kelton	Approved
Russell Pehl	Approved
Theresa James	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Bryan Kendrick Final Approval

AN ORDINANCE AMENDING CHAPTER 10 "TRAFFIC CONTROL", ARTICLE 10.03 "OPERATION OF MOTOR VEHICLES", DIVISION 2 "SPEED LIMITS" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, ALTERING THE MAXIMUM SPEED LIMIT ON SCHERZ BOULEVARD RUNNING NORTH AND SOUTH ACROSS GOODFELLOW AIR FORCE BASE, WITH SUCH STREET BEING LOCATED IN THE CITY OF SAN ANGELO, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the regulation of traffic, motor vehicles and conveyances upon public streets, roadways and right-of-ways within the City limits is essential and necessary to protect the traveling public and to preserve and protect the public safety of the City of San Angelo ("City"); and

WHEREAS, the Texas Transportation Code sets the prima facie speed limit for streets in an urban district; and

WHEREAS, the Texas Transportation Code authorizes municipalities to alter speed limits under certain conditions; and

WHEREAS, Scherz Boulevard is a two lane wide asphalt road running North and South approximately 0.8 miles long across Goodfellow Air Force Base ("Goodfellow"), with a current posted speed limit of 20 miles per hour; and

WHEREAS, Scherz Boulevard is located within the City limits, and is the sole thoroughfare within Goodfellow subject to the City's jurisdiction; and

WHEREAS, Goodfellow requested that the speed limit along the entirety of Scherz Boulevard be increased to 25 miles per hour based on its own engineering and traffic investigation; and

WHEREAS, Goodfellow has submitted a memorandum from its Traffic Safety Engineer to the City in support of the requested change, which has been reviewed by the Operations Director and the City Engineer; and

WHEREAS, the Operations Director and City Engineer support the requested speed limit change based on the information provided by Goodfellow; and

WHEREAS, City Council finds it is necessary for the protection and safety of the citizens of the City of San Angelo to declare a reasonable and safe prima facie speed limit of 25 miles per hour along the entirety of Scherz Boulevard located within Goodfellow; and

WHEREAS, such reasonable and safe prima facie speed limit shall be effective when appropriate signs are erected giving notice of the new prima facie speed limit.

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

Section 1) THAT, the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2) THAT, upon basis of an engineering and traffic investigation heretofore made, and as authorized by the provisions of the Texas Transportation Code, that a prima facie speed limit of 25 miles per hour for vehicles is hereby determined and declared to be reasonable and safe; and such speed limit is hereby fixed at the rate of speed indicated for vehicles traveling upon the named street or highway, or parts thereof, described as follows:

(A) Along the entirety of Scherz Boulevard within Goodfellow Air Force Base the prima facie speed limit is hereby set at a maximum of 25 miles per hour.

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

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

Section 4) THAT, the following penalty clause is hereby adopted with this amendment:

PENALTY: Any person who violates any provisions of this Article shall be guilty of a Misdemeanor and upon conviction shall be subject to a fine as provided for in Section 1.106 of this Code. Each day of such violation shall constitute a separate offense.

Section 5) THAT, this Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 17th day of January, 2017, and finally PASSED, APPROVED and ADOPTED on this the ___ day of _____, 2017.

CITY OF SAN ANGELO

ATTEST:

BY: _____
Dwain Morrison, Mayor

_____
By: Bryan Kendrick City Clerk

Approved as to Form:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Ryan Ward, Traffic Oprations Superintendent, Traffic Operations, (325) 657-4377

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

First public hearing and consideration of an ordinance amending the existing One-Way operations of E. Washington St. and Burgess - (Presentation by Traffic Operations Superintendent Ryan Ward)

Summary/History:

This request was made by the Principal of Fort Concho Elementary, Ms. Barton, with SAISD approval. The current Ordinance in place was approved February 1, 2011, allowing both E. Washington Street and Burgess Street to operate as a One-Way condition from 7:00 AM to 4:00 PM on school days. The intent for this action is to upgrade signs and pavement markings to be consistent throughout the day and not just between the times 7:00 AM and 4:00 PM on school days, allowing these streets to continuously operate in a One-Way direction.

Financial Impact:

$4,462.99 to be reimbursed by SAISD. Cost covers installation and removal of signage and pavement markings.

Other Information/Recommendation:

Attachments:

1. Document 17-161+ORD+One-way+E.+Washington.docx
2. Presentation 2017-1-17 Washington One Way.pptx

Presentation:

Yes

Approvals/Reviews:

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

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CONTROLS", ARTICLE 10.03 "OPERATION OF MOTOR VEHICLES", SECTION 10.03.091 "ONE-WAY STREETS AND ALLEYS" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Chapter 10, Article 10.03, Section 10.03.091(28) and (29) of the Code of Ordinances, City of San Angelo, Texas, are hereby amended as follows:

"(b) One-way streets. The portions of the streets herein named are hereby designated "one-way streets," and all traffic shall be in only the direction named:

(28) E. Washington Drive from S. Oakes Street to Metcalfe Street (west to east), during the hours of 7:00 a.m. to 4:00 p.m. on school days.

(29) Burgess Street from E. Washington Drive to E. Highland Boulevard (north to south).

2) THAT, Chapter 10, Article 10.03, Section 10.03.091(44) is added as follows:

"(44) E. Washington Drive from Metcalfe Street to Burgess Street (west to east)."

3) THAT all remaining provisions not amended by this ordinance remain in full force and effect.

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

SEVERABILITY:

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

5) THAT, this Ordinance shall be effective on, from and after the date of its passage and publication as required by law.

INTRODUCED on the 17th day of January, 2017, and finally PASSED, APPROVED and ADOPTED on this the 7th day of February, 2017.

CITY OF SAN ANGELO

ATTEST:

_____
Dwain Morrison, Mayor

_____
Bryan Kendrick, City Clerk

Approved as to Form:

_____
Theresa James
City Attorney

City Council

January 17, 2017

Request for Permanent One-Way

<u>From Metcalfe St. to Highland Blvd. (One Block)</u>

- Permanent Pavement Markings (Washington & Burgess)
- Implementation of Signing Changes
- All-Way Stop condition at Burgess St. & Highland Blvd.

Current One-Way School Days

Proposed Continuous One-Way

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Ryan Ward, Traffic Oprations Superintendent, Traffic Operations, (325) 657-4377

Meeting Date: January 17, 2017

Item type: Consent Item

Caption:

Consider awarding Buyboard quote for Centracs Advance Traffic Management System (ATMS) Software, Maintenance Agreement and Controllers to Paradigm Traffic Systems, Inc., in the amount of $264,464 budgeted for purchase Fiscal Year 2017, and authorizing the City Manager or designee to execute any related documents - (Presentation by Traffic Operations Superintendent Ryan Ward)

Summary/History:

As part of the ongoing Infrastructure Bond to implement and improve City of San Angelo's roadways, this Centracs ATMS software and hardware package is necessary for the new signals being installed on both the MLK Dr. and Bell St. projects. While serving the improved roadways, this will additionally provide benefits across the entire signal infrastructure and give the City the ability to continuously improve and maintain traffic flow, while adding safety to these thoroughfares.

Financial Impact:

This is inclusive of Centracs ATMS software, Maintenance Agreement (2 years) and Controllers, quoted from BuyBoard Contract #432-13, for $264,464. Total software implementation cost will be $366,674.33 with the additional items purchased separately. All costs will be paid from Street Rehabilitation Bond Funding.

Other Information/Recommendation:

Attachments:

1. Presentation Paradigm ATMS Award.pptx

Presentation:

Approvals/Reviews:

Ryan Ward Created/Initiated

City Council

January 17, 2017

Current Traffic Signal System

- Software System is no longer supported (Windows XP)
- Components controlling the Signalized Intersections will not work with the new technology being implemented on the Street Improvement Bond
- Existing communication system is obsolete and at times is non-responsive

Street Improvement Bond (New Traffic Signals)

- At least 5 new Signalized Intersections online in the next 24 months as part of the street improvements (**MLK, Bell St. & Sherwood Way**)
- All corridors must communicate to work properly
- This system will control all these and other intersections as future reconstruction and rehabilitation projects come on-line

Advance Traffic Management System (ATMS)

Goals for Implementation:

- Increase transportation system efficiency
- Enhance mobility
- Improve safety

Just a few of the 230 Texas Agencies Currently Using Centracs:

- **TXDOT** – Various Districts
- Odessa, Bedford, Lubbock, Cedar Hill, Wichita Falls, Denton

Core System

Centracs
Entity Tree
System
Group Cameras
Group Signs
Group BlueTOAD™
Map Viewer
Manual Commands
Device Status
Scheduler Entries
Time Drift Check - Daily
Upload Controller Logs - Daily
Upload MOE Logs
Signal Upload/Compare - Weekly

Core System Benefits

Centracs ATMS System

- Full control and access to signalized intersections in the City
- Ability to make changes instantly from the office or laptop
- Instant notifications via email or text (All-Red flash condition, power loss, video detection problem, etc.)
- System continuously scans all signalized intersections and syncs them
- Saves time, in many cases removing the onsite need

Do We Really Need Functioning Signals?

Recommendation

Funding Source (Street Improvement Bond)

Staff recommends awarding Buyboard quote for Centracs Advance Traffic Management System (ATMS) Software, Maintenance Agreement and Controllers to Paradigm Traffic Systems, Inc., in the amount of $264,464

City Council

January 17, 2017

Projected Cost for ATMS

SOFTWARE & SERVER

$120,000

60 CONTROLLERS

$160,000

60 MONITORS

$44,000

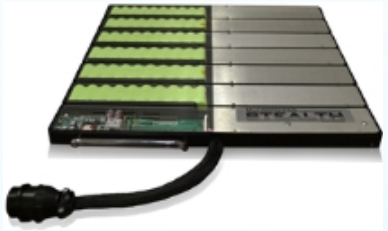
60 SWITCHES

$9,000

60 ANTENNAS

$15,000

5 Battery Systems



$25,000

TOTAL ESTIMATED PROJECT COST = $370,000 w/10% Contingency

Historical Data (Past 3 years)

Timing Resets

2014	2015	2016
• 96 hrs.	• 80 hrs.	• 112 hrs.

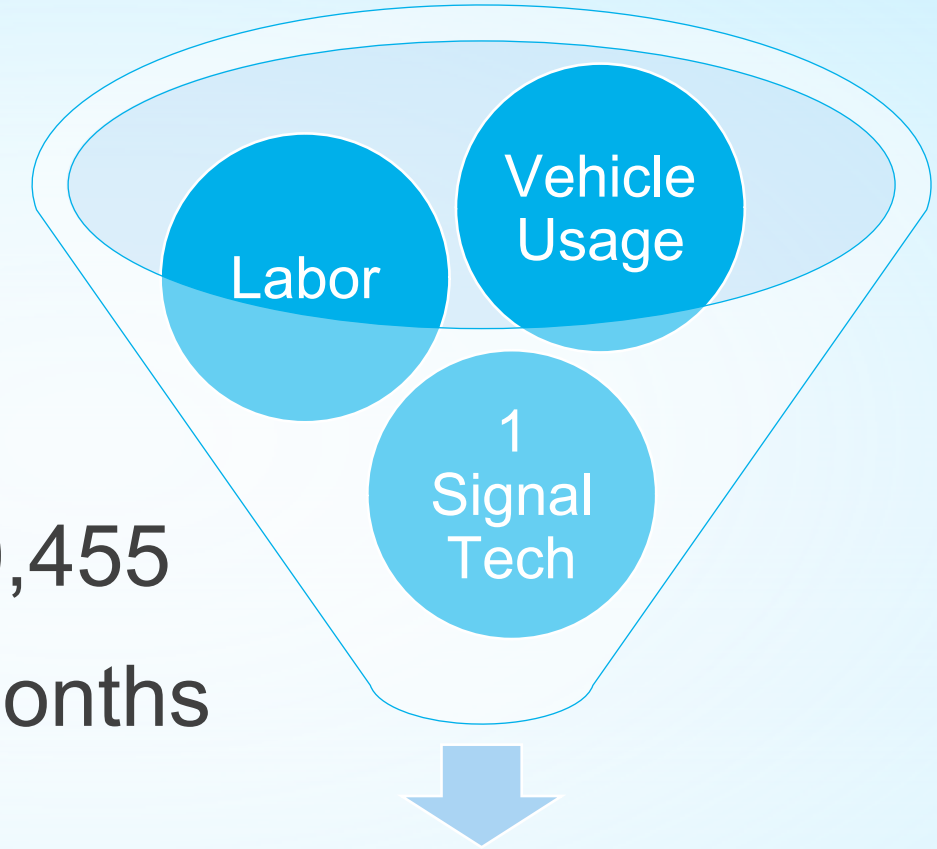
Call Outs

2014	2015	2016
• 262 hrs.	• 234 hrs.	• 200 hrs.

1) **Timing Resets will now be Automated**
2) **Callouts will be reduced by approx. 60%**

Departmental Cost Savings Per Year

- Labor = $7,137
- Vehicle Usage = $13,120
- Signal Tech Position = $30,455
- 328 hrs. = 41 days = 1.4 months



Cost Savings $50,711

Software Implementation Time Frame

- Staff along with Paradigm Staff will be solely responsible for the completed project
- After purchase, there is an estimated 3 month delivery period for all components
- Programing and installation = 2 intersections per day, totaling 2 months

TOTAL TIME = 6 MONTHS

What Agencies Use Centracs?

Nationwide there are around **230 Centracs** installations.

Texas Agencies Currently Using Centracs:

- **TXDOT** - Houston, Corpus Christi, Austin
- Addison, The Colony, **Odessa**, Corpus Christi, Bedford,
- Dallas Fort Worth Airport, **Lubbock**, Cedar Hill
- Wichita Falls, Denton, De Soto

What Agencies Will Be Using Centracs?

Texas Agencies Currently Implementing Centracs:

- McAllen, Harris County, Fort Bend

Texas Agencies in the Selection Process this Year:

- Mansfield, Missouri City
- **TXDOT** - San Antonio, Fort Worth

Core and Communication System

<u>UPS Battery Backup Systems</u>

- Federal Mandate, must be used at Signals with Rail Preemption (5 intersections)
- In power outages, storms or electrical surges, this system stabilizes and maintains **CLEAN** power for 2 – 3 hours
- On average, when power is lost due to grid failure, it comes back up with an hour
- When a signalized intersection loses power and goes dark, the rate of **FATAL** crashes exponentially increases

What Are the Impacts of Doing Nothing?

- Safety of the Traveling Public
- Traffic Delay
- Continuous Maintenance
- Impacts Department Performance Measures
- **Catastrophic Failure (No Control of System)**

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS REQUESTING THAT THE TEXAS STATE LEGISLATURE AND THE GOVERNOR OF TEXAS TAKE ACTION DURING THE REGULAR SESSION OF THE 85TH TEXAS LEGISLATURE TO APPROVE LEGISLATION BY THE HONORABLE REPRESENTATIVE TOM CRADDICK RELATING TO THE CREATION OF AN OFFENSE FOR USE OF A HANDHELD WIRELESS COMMUNICATION DEVICE FOR TEXT-BASED COMMUNICATION WHILE OPERATING A MOTOR VEHICLE.

WHEREAS, the citizens of the City of San Angelo, Texas are deeply concerned about the public safety and the harmful effects on the roadways due to drivers texting on a handheld wireless communication device while operating a motor vehicle; and

WHEREAS, nearly one in five crashes are the result of some type of driver distraction; and

WHEREAS, the lives lost and the economic cost due to a distracted driving crash are completely preventable; and

WHEREAS, it is important to have consistent regulations so that the people of Texas can have a clear understanding of what is expected while traveling in a vehicle through each Municipality; and

WHEREAS, the City Council finds that safe roadways promote and protect the public health, safety and welfare of the citizens of San Angelo; and

WHEREAS, the City of San Angelo sees a serious safety issue in our community and it is vital that the Texas State Legislature and the Governor take immediate action to address the issue;

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

SECTION ONE. That the Texas State Legislature is encouraged to take prompt action in the 85th Session of the Texas Legislature to approve legislation by Representative Tom Craddick relating to the creation of an offense for use of a handheld wireless communication device for text-based communication while operating a motor vehicle.

SECTION TWO. That the Governor of Texas is hereby encouraged to sign legislation relating to the creation of an offense for use of a handheld wireless communication device for text-based communication while operating a motor vehicle upon its passage and make it the law for the State of Texas.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Texas State Representative(s) and Texas State Senator(s) for the City of San Angelo, and the Office of State Representative Tom Craddick.

PASSED and APPROVED THIS 17th DAY OF JANUARY, 2017

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Dwain Morrison, Mayor

_____
BRYAN KENDRICK, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

TEXAS HOUSE OF REPRESENTATIVES
TOM CRADDICK
DISTRICT 82
CRANE DAWSON MARTIN MIDLAND UPTON

FOR IMMEDIATE RELEASE
Monday, November 14, 2016

CONTACT
Kate Huddleston at (512) 463-0500

CRADDICK FILES DISTRACTED DRIVING BILL

(AUSTIN) - For the 4th session in a row, Rep. Tom Craddick (Midland) filed a bill to create a traffic violation for smartphone use while driving.

"I am proud to propose House Bill 62 during this upcoming 85th Texas Legislative Session. Distracted driving is an epidemic in Texas and we must pass a law to address this life-threatening habit," Craddick said. "I am committed to giving our Texas drivers safer roads; I am determined to be a voice for the distracted driving victims and families of victims; and I am extremely motivated to enact legislation that will prevent any loss of life."

"Ninety-eight cities in Texas have an ordinance governing the use of smartphones while driving, and 46 states, D.C., Puerto Rico, Guam and the U.S. Virgin islands have a law governing the use of smartphones while driving," Craddick said. "But the number that gets my attention and concerns me gravely is the 482 deaths that occurred on Texas roadways in 2015 due to distracted driving. I filed House Bill 62 because there should be ZERO deaths."

While there is not a statewide smartphone use law for all drivers, Texas has several laws in place that regulate cell phone use while driving. State law bans cell phone use for drivers under 18; school bus drivers are prohibited from using a cell phone while driving with children on the bus; and drivers cannot use a cell phone or other handheld wireless device in an active school zone where signs are present.

"We have come to a tipping point in this distracted driving crisis. ZERO Texans need to die because of the selfishness of Texas drivers who are addicted to their phones," Craddick said. "When HB62 is passed into law, I will be able to resolutely reassure victims and family members that their loved one's death was not in vain and others' lives will be saved."

Monday, November 14, 2016 is the first day state lawmakers could file legislation for the upcoming 85th Legislative Session, which convenes Tuesday, January 10, 2017.

###

P.O. BOX 2910
AUSTIN, TEXAS 78768-2910
(512) 463-0500
FAX (512) 463-7722

500 WEST TEXAS, SUITE 880
MIDLAND, TEXAS 79701
(432) 682-3000
FAX (432) 684-4864

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL SUPPORTING THE EXTENSION OF INTERSTATE 27.

WHEREAS, Congress has already designated the Ports-to-Plains Corridor in Texas as a High Priority Corridor on the National Highway System; and

WHEREAS, the Texas Department of Transportation published an *Initial Assessment Report on the Extension of I-27/Ports to Plains Corridor* in November, 2015 which stated: "The corridor will continue to be a critical link to state, national and international trade, growing population centers and critical energy and agricultural business sectors"; and

WHEREAS, according to the *Texas Freight Mobility Plan*, "By 2040 over 73 percent of Texas' population and 82 percent of the state's employment is projected to be located within five miles of an interstate"; and

WHEREAS, Texas has no major north-south interstate west of Interstate 35; and

WHEREAS, the *Texas Freight Mobility Plan* notes that further investment alone on I-35 will not fix the problem saying, "The state must focus not only on improving existing facilities, but also on developing future freight corridors to move products to markets and exports"; and

WHEREAS, the *Texas Freight Mobility Plan* goes on to recommend that TxDOT, "give additional consideration to the extension or designation of other interstate routes. Examples include I-27 and upgrades to portions of US Highway 190 to interstate standards"; and

WHEREAS, the proposed extension of Interstate 27 connects major West Texas population and economic centers including Amarillo, Lubbock, Midland-Odessa and San Angelo in addition to numerous smaller communities; and

WHEREAS, the proposed extension of Interstate 27 intersects with Interstate 40, Interstate 20 and Interstate 10; and

WHEREAS, the proposed extension of Interstate 27 will serve three border crossings with Mexico at Del Rio, Eagle Pass and Laredo; and

WHEREAS, the proposed extension of Interstate 27 will be a major backbone for the energy industry in Texas serving top oil and gas producing counties as well as the growing wind energy industry; and

WHEREAS, the proposed extension of Interstate 27 will also serve the agriculture industry including many of Texas top counties for the production of cotton, cattle, sheep and goats and other commodities; and

WHEREAS, extending Interstate 27 in Texas is also a cost-effective option. The Texas Department of Transportation's *Initial Assessment Report on the Extension of I-27/Ports to Plains Corridor* estimated that it would cost about $7 billion to upgrade the nearly 1,000 miles of the Ports-to-Plains Corridor from the northern tip of Texas to Laredo. To extend Interstate-27

approximately 500 miles from Lubbock to Laredo is projected to cost $5.2 billion. Compare that to the $4.8 billion it cost to rebuild 28 mile section of Interstate 35 east from Interstate 635 to U.S. Highway 380 in Dallas County; and

WHEREAS, an additional cost saving option is associated with the primarily east-west, recently designated, Interstate 14 which includes a proposed segment that overlaps the Ports-to-Plains Corridor between Midland-Odessa and San Angelo, presenting an opportunity for that segment to be jointly designated as Interstate 14 and Interstate 27; and

WHEREAS, a future Interstate designation will be a significant new economic development tool for communities along the corridor. Site selectors for manufacturers, warehousing and distribution recommend sites along an interstate highway and travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also expand. This will create much needed new jobs and expanded tax base in rural West Texas; and

WHEREAS, while designation as a future interstate is the first step in a very long process before the completion of an interstate highway, that does not lessen the importance of extending Interstate 27.

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

Part 1. That the City of San Angelo supports the extension of Interstate 27.

Part 2. This resolution to be in full force and effect from and after its passage and approval.

Part 3. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

PASSED and APPROVED THIS 17th DAY OF JANUARY, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Dwain Morrison, Mayor

_____
BRYAN KENDRICK, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

First public hearing and consideration of an ordinance amending appendix A fee schedule of the code of ordinances, City of San Angelo Texas, by creating section A3.014 credit access business fee - (Presentation by Budget Manager Morgan Chegwidden)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Although the fee review process has not officially begun, it is appropriate to propose a permit fee for credit access businesses at this time.

Staff proposes a permit fee of $25 based on the estimated cost of service and survey of peers. Seven peer cities have adopted ordinances regulating credit access businesses – five adopted a fee of $50, one adopted a fee of $25, and one adopted a fee of $20.

The City of San Angelo's estimated cost of service is $23.32 based on current staffing levels.

Financial Impact:

Potential annual impact of increased revenue yielding $375 for the General Fund.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

1. Ordinance Amendment 16-630A BGT Fee Credit Access Business - First reading.docx
2. Credit Access Powerpoint FIN 170117 Fee Review Discussion.pptx

Presentation:

Powerpoint

Approvals/Reviews:

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

AN ORDINANCE AMENDING APPENDIX A "FEE SCHEDULE" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, BY CREATING ARTICLE A3.00 "BUSINESS RELATED FEES", SECTION A3.014 "CREDIT ACCESS BUSINESS FEE", PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Appendix A "Fee Schedule" of the Code of Ordinances is hereby amended by creating Article A3.000 "Business Related Fees" Section A3.014 "Credit Access Business Fee" as set out below:

Article A3.000, Section A3.014 shall read as follows:

" **Article A3.000 Business Related Fees**

Sec. A3.014 Credit Access Business Fee

An application under section 5.11.006 of the Code of Ordinances shall be accompanied by a license fee of $25.00."

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

SEVERABILITY:

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

3) THAT, this Ordinance shall be effective on, from and after the 7th day of February 2017.

INTRODUCED with public hearing on the 17th day of January, 2017, and finally PASSED, APPROVED and ADOPTED on this the 7th day of February, 2017.

CITY OF SAN ANGELO

ATTEST:

_____
Dwain Morrison, Mayor

_____
Bryan Kendrick, City Clerk

Approved as to Form:

_____
Theresa James
City Attorney

City Council

January 17, 2017

2017 Fee Review

Accounting	Current Fee	Proposed Fee	Estimated Cost of Service
Credit Access Registration Fee	$0	$25	$23.32

2017 Fee Review

Accounting	Proposed Fee	Estimated # of registration fees	Financial Impact
Credit Access Registration Fee	$25	15	$375

2017 Fee Review

Survey	Current Fee
Midland	25.00
Bryan	50.00
College Station	50.00
Denton	50.00
Killeen	50.00
Longview	20.00
Temple	50.00

City Council

January 17, 2017

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

First public hearing and introduction of an ordinance amending the 2016-2017 budget for grants, contributions and incomplete projects - (Presentation by Budget Manager Morgan Chegwidden)

Summary/History:

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

- Addition of plans examiner position;
- Recreation tournament;
- Group insurance for general fund dependent funds;
- Additional WIC funding;
- Airport L-3 Lease income increase;
- Airport skid steer purchase; and
- Animal services donation for medical supplies.

Financial Impact:

$137,589 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	Ordinance	Ordinance.pdf
2.	Exhibit A	Exhibit A.pdf
3.	Additional Information	Additional Information.pdf
4.	Memo - Plans Examiner	A - FTE Plans Examiner.pdf
5.	Memo - State Tournament	B - State Tournament.pdf
6.	Memo - Insurance	C - Group Insurance.pdf
7.	Memo - WIC	D - WIC Funding.pdf
8.	Memo - Airport Lease	E - Airport Lease.pdf

9.	Memo - Airport Skid	F - Airport Skid.pdf
10.	Memo - Animal Donation	G - Animal Donation.pdf
11.	Powerpoint	1-17-17 FIN Budget Amendment.pptx

Presentation:

Morgan Chegwidden

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, FOR GRANTS, CONTRIBUTIONS AND INCOMPLETE PROJECTS.

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

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

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2016-2017 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 17th day of January, 2017, and APPROVED and ADOPTED on this the 7th day of February, 2017.

CITY OF SAN ANGELO, TEXAS

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to Content and Form:

_____
Tina Dierschke, Finance Director

City of San Angelo
Proposed Budget Amendment
Exhibit A

Fund	Description	Total Revenue Amendment	Total Expense Amendment	Net Benefit/ (Cost)
101	General Fund	25,500	18,987	6,513
103	Intergovernmental	28,382	28,382	-
203	Texas Bank Sports Complex	2,333	2,333	-
220	Airport Operating	68,283	68,283	-
420	Fort Concho	7,734	7,734	-
440	Fairmount Cemetery	1,870	1,870	-
601	Designated Revenue	10,000	10,000	-
	Total	144,102	137,589	6,513

City of San Angelo
Proposed Budget Amendment
Additional
Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit / (Cost)
Addition of plans examiner position	Current operating budget	-	-	-
Recreation tournament	Team entry fees	25,500	18,987	6,513
Group insurance for general fund dependent funds	General fund budget	15,167	15,167	-
Additional WIC funding	Texas Department of State Health Services	25,152	25,152	-
Airport L-3 Lease income increase	L-3 lease income	36,856	36,856	-
Airport skid steer purchase	Auction proceeds	31,427	31,427	-
Animal services donation for medical supplies	Citizen donation	10,000	10,000	-
	Total	144,102	137,589	6,513

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Jon James, Director of Planning & Development Services

Date: January 6, 2017

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase the number of budgeted Full Time Equivalent positions by one (1) plans examiner.

Source of Funding:

Current operating budget

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

Approved by City Manager December 15, 2016.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
101-2000 Development Services expense budget	467,395	(51,342)	416,053
101-2200 Permits & Inspections expense budget	842,102	51,342	893,444

Additional Comments:

City of San Angelo
Budget Ordinance
Exhibit D
Staffing Levels

Fire Department – Civil Service	
Fire Chief	1
Assistant Chief	2
Battalion Chief	4
Fire Captain	12
Fire Lieutenant	20
Fire Engineer (or Driver)	33
Fire Fighter	91
Total Fire Department – Civil Service	163

Police Department – Civil Service	
Police Chief	1
Assistant Chief	3
Police Lieutenant	7
Police Sergeant	28
Police Officer	126
Total Police Department – Civil Service	165

All Others	
Civilians	619
Total All Others	619
Grand Total Staffing Levels	947

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Brent Casey, Recreation Manager

Date: January 4, 2017

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Texas Amateur Athletic Federation State Tournament will be hosted by San Angelo Recreation, we are expecting between 50 to 60 teams for March 2017

Source of Funding:

Athletic programs from will receive team entry fees of $450 per team and money made from resale items.

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

No

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue - Athletic Programs 101-6100-347.40-21	175,000	25,500	200,500
Expense - Athletic Programs 101-6100-451-50-21	102,250	18,987	121,237

Additional Comments:

San Angelo Recreation has received the bid for the TAAF Girls Youth Basketball Tournament for 2017, we want this to be a great tournament and want to attempt to get the bids for a number of years in the future. Looking to get boys and girls for 2019.

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Morgan Chegwidden, Budget Manager

Date: November 28, 2016

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To fund the increased employer contribution for health insurance for General Fund supported divisions.

Source of Funding:

General fund budget

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

Yes, approved by council November 15, 2016

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Revenue - 103 Intergovernmental	362,545	3,230	365,775
Expense - 103 Intergovernmental	59,177	3,230	62,407
Revenue - 203 Texas Bank Sports Complex	697,651	2,333	699,984
Expense - 203 Texas Bank Sports Complex	42,834	2,333	45,167
Revenue - 420 Fort Concho	343,640	7,734	351,374
Expense - 420 Fort Concho	88,140	7,734	95,874
Revenue - 440 Fairmount Cemetery	77,693	1,870	79,563
Revenue - 440 Fairmount Cemetery	33,060	1,870	34,930

Additional Comments:

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Gillian MacKenzie, WIC Manager

Date: January 4, 2017

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To increase funding in the amount of $25,152

Source of Funding:

Additional funding received from DSHS in Austin

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

No

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			
103-7700-331-12-01	877,860	25,152	903,012
Expense			
103-7700-441-06-16	3,898	4,152	8,050
103-7700-441-05-80	10,162	3,000	13,162
103-7700-441-06-50	7,620	3,000	10,620
103-7700-441-05-90	2,000	2,000	4,000
103-7700-441-06-10	7,500	3,000	10,500
103-7700-441-02-10	81,344	5,000	86,344
103-7700-441-01-40	9,000	5,000	14,000

Additional Comments:

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Liz Atwater, Airport Business & Finance Analyst

Date: January 5, 2017

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increased revenue available for additional general maintenance budget.

Source of Funding:

L-3 Lease income

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

Yes, the contract was originally approved August 15, 2006.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
220-0000-348.39-01 Leases and Rentals	752,902	36,856	789,758
220-3901-514.04-30 General Maintenance	12,000	36,856	48,856

Additional Comments:

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Liz Atwater, Business & Finance Analyst

Date: December 15, 2016

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Plan to purchase a new Skid Steer with funds from auction proceeds

Source of Funding:

Auction Proceeds

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

No

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Auction Proceeds			
220-0000-380.50-00	0	31,427	31,427
Contract Services			
220-3901-514.03-30	272,315	31,427	303,742

Additional Comments:

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Kandy McGinnis Administrative Assistant

Date: January 3, 2017

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

This will go towards medical supplies need for spay neuter, or funding to send spay/ neuter to veterinary clinic.

Source of Funding:

Citizen Donation.

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

No

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Citizen Donation			
601-7805-365.00-00	0	10,000	10,000
General Supplies Expense			
601-7805-442.06-16	908	10,000	10,908

Additional Comments:

City Council

January 17, 2017

Budget Amendment

	Revenue	Expense
Addition of plans examiner position	-	-
Recreation tournament	25,500	18,987
Group insurance for general fund dependent funds	15,167	15,167

Budget Amendment

	Revenue	Expense
Additional WIC funding	25,152	25,152
Airport L-3 Lease income increase	36,856	36,856
Airport skid steer purchase	31,427	31,427

Budget Amendment

	Revenue	Expense
Animal services donation for medical supplies	10,000	10,000

City Council

January 17, 2017

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: January 17, 2017

Item type: Regular Item

Caption:

Update on the performance of Sales Tax revenue in the current fiscal year - (Presentation by Finance Director Tina Dierschke)

Summary/History:

The Finance Department has been closely monitoring the performance of Sales Tax revenue this year given the challenging year the City had in fiscal year 2016. While Sales Tax revenue was up slightly with an increase of 0.39% in October over the same month last year, November and December failed to continue with the same trend as was hoped. Sales Tax revenue was down 10.04% in November and 18.72% in December. Sales Tax revenue for the month of January was up 4.3% month over month; however, year to date, revenue is still just under $311,000 short of the target. Because of this downward trend, the Finance Department has begun discussions with General Fund supported departments and divisions to develop a plan that protects the General Fund's fund balance and solvency moving forward.

The City Manager and the Finance Department have met with the General Fund department directors to suggest and discuss ways to mitigate risk while still providing the core services that our citizens deserve and expect as well as meeting the goals of our City Council.

Financial Impact:

Sales Tax revenue for fiscal year 2017 was under budget by 6.8% and $287,396 at the end of December.

Other Information/Recommendation:

No action is required for this item.

Attachments:

1. Sales Tax Chart FIN 170117 Strategic Planning - Sales Tax - Council.pptx

Presentation:

Tina Dierschke

Approvals/Reviews:

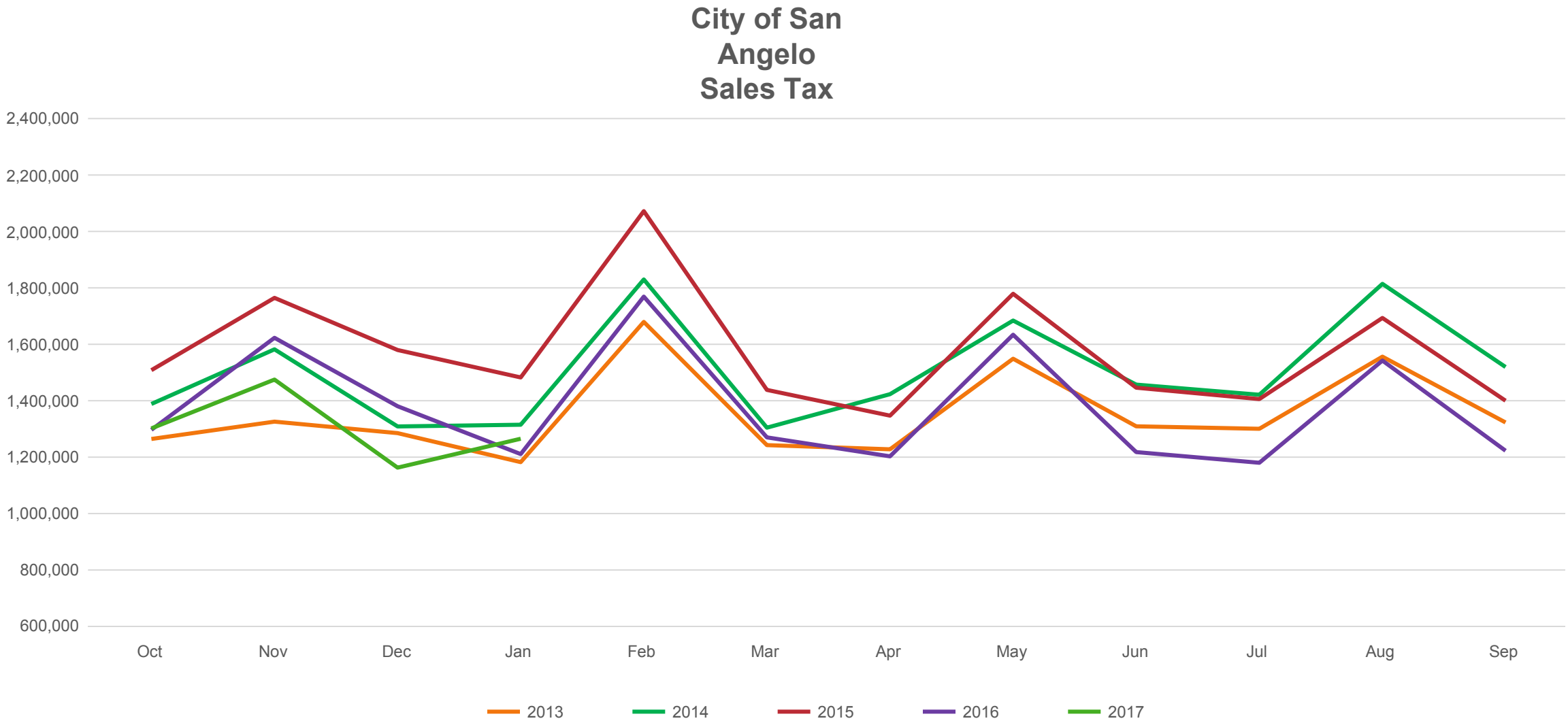
Tina Dierschke	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Bryan Kendrick Final Approval

City Council

January 17, 2017

Sales Tax Revenue



City Council

January 17, 2017