



City Council Agenda 02/07/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on February 7, 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**
- 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 January 17, 2017 City Council Regular Meeting minutes (B.Kendrick)
- b. Consider authorizing the sale of the following Lake Nasworthy properties to the current residential lot lease holder for the appraised value (C. Preas):
 1. 1502 S. Concho Dr; Lake Nasworthy; \$63,288
 2. 1506 S. Concho Dr; Lake Nasworthy; \$109,578
 3. 1607 Shady Point; Lake Nasworthy; \$28,000
 4. 1611 Turtle Drive; Lake Nasworthy; \$26,132
 5. 1613 Turtle Drive; Lake Nasworthy; \$18,479
 6. 1624 Canal Road; Lake Nasworthy; \$28,000
 7. 1632 Canal Road; Lake Nasworthy; \$19,484
 8. 1814 S Concho Dr; Lake Nasworthy; \$135,752
 9. 2029 American Legion Rd; Lake Nasworthy; \$112,800
 10. 2898 Red Bluff Cir; Lake Nasworthy; \$126,000
 11. 3213 Red Bluff West Road; Lake Nasworthy; \$113,900
 12. 6425 Lincoln Park East; Lake Nasworthy; \$21,608

- c. Consider ratifying a resolution of the City of San Angelo Development Corporation board of directors authorizing the use of sales and use tax funds in an amount not to exceed \$550,000, to provide an economic development incentive to Principal LED, LLC for a project related to business enterprises that create or retain primary jobs, and authorizing the Director of Economic Development to negotiate an economic development performance agreement with Principal LED, LLC; and authorizing the COSADC Board President to execute said agreement (R.Peña)
- d. Consider ratifying the City of San Angelo Development Corporation's (COSADC) approval of an Economic Development Agreement, Promissory Note and Deed of Trust by and between the City of San Angelo Development Corporation and ZP Kirby Park Villas, LP (R.Schneeman)
- e. Consideration of adopting a resolution to:
 - 1. Authorize a corrected special warranty deed, by which City of San Angelo Development Corporation conveyed property to the City of San Angelo, inadvertently omitting a reversionary interest intended by the parties and adopted at a regular meeting of Council on February 3, 2009; and
 - 2. Acknowledge applicability of the reversionary provision in the corrected deed and authorize the execution of a special warranty deed and any related documents by the City Manager (C Preas)
- f. Consideration of adopting a resolution authorizing the San Angelo Police Department to apply for \$37,500 from the Justice Assistance Grant Program (F.Carter)
- g. Consider approving a contract for the re-roofing of the Kenneth McNease Convention Center with Duro-Last via The Interlocal Purchasing System (TIPS # 2042816) in the amount of \$218,000 and authorizing the City Manager to negotiate and execute all related documents. (S.Walker)
- h. Second reading for an ordinance amending 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" (J.James)
- i. Second reading 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 (J.James)

- j. Second reading 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 (J.James)
- k. Second reading 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 (J.James)
- l. Second reading and consider adopting 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 (R.Pehl)
- m. Second reading and consider adopting an ordinance amending the existing One-Way operations of E. Washington St. and Burgess St. (R.Ward)
- n. Second reading and consider adopting 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 (M.Chegwidden)
- o. Second reading and consider adopting an ordinance amending the 2016-2017 budget for grants, contributions and incomplete projects (M.Chegwidden)

6. Regular Agenda

- a. Presentation on the Mayor's Wellness Partnership by Texas Hunger Initiative representative Betty Teston
- b. Bell Street Construction Project Update (Presentation by Russell Pehl, City Engineer)
- c. Consider approving a sublease of the following Lake Nasworthy residential lot lease: 1601 Shady Point Circle, Lake Nasworthy - (Presentation by current tenant)
- d. Consider the following items related to Solid Waste Services authorizing City Manager or designee to negotiate and execute all related documents:
 - 1. Second public hearing and adoption of an ordinance amending Section A8.017 "Charge for Collection of Garbage and Trash"
 - 2. Second public hearing and adoption of an ordinance amending Section 11.04.006 "Duties of the Residential Customer"- (Presentation by Operations Director Shane Kelton)
- e. First reading and public hearing for Case VP16-03, an ordinance approving an amendment to the Vision Plan component of the Comprehensive Plan, changing certain lands from the Neighborhood Future Land Use Category to the Neighborhood Center Future Land Use category, generally located along the north side of West Loop 306 Frontage Road, between Brook Hollow Lane and Southwest Boulevard- (Presentation by Planning & Development Director Jon James)

- f. First reading and public hearing for Case PD16-08, an ordinance approving a request for a rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) Zoning District for uses as a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard, generally located along the north side of West Loop 306 Frontage Road, between Brook Hollow Lane and Southwest Boulevard - (Presentation by Planning & Development Services Director Jon James)
- g. First reading and public hearing for Case PD16-09, an ordinance approving a request for a rezoning from the Planned Development (PD97-03) Zoning District to a new Planned Development (PD) Zoning District to allow for all of the permitted uses in the General Commercial (CG) Zoning District, generally located approximately 700 feet southwest of the intersection of Sunset Drive and West Loop 306 - (Presentation by Planning & Development Services Director Jon James)
- h. First reading and public hearing for Case Z16-09, an ordinance approving a request for a rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, generally located approximately 550 feet northeast of the intersection of Knickerbocker Road and University Avenue - (Presentation by Planning & Development Services Director Jon James)
- i. Consider a petition by the county seeking dis-annexation of properties generally located north of F.M. 380 and east of U.S. Highway 67 & 277 - (Presentation by Planning & Development Services Director Jon James)
- j. Discussion and consideration of petition seeking annexation of properties situated immediately west of San Angelo, generally located south of U.S. Highway 67 and west of Southland Boulevard - (Presentation by Planning & Development Services Director Jon James)
- k. Consider approving a memorandum of understanding between the City of San Angelo and the Fort Concho Foundation regarding the reconstruction project for Barracks and Mess Halls 3 & 4 at Fort Concho - (Presentation by Fort Concho Museum Manager Robert Bluthardt)
- l. First public hearing of an ordinance amending appendix A fee schedule, article A9.000 planning and related fees, by repealing in its entirety section A9.009 fees for sign placement or erection, amending section A9.007 miscellaneous planning fees, to provide for adjustment of certain fees and addition of fees for additional planning services, providing for severability and providing for an effective date - (Presentation by Budget Manager Morgan Chegwiddden)

7. Closed Session

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

- a. Section 551.071(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. Lot 9A, Red Arroyo Hills
 - 3. 30 W. Twohig Street
 - 4. 1005 City Farm Road
- 8. Follow Up and Administrative Issues**
- a. Consider items discussed in Executive/Closed Session, if needed
 - b. Consider the March 2017 City Council Meeting Schedule
 - c. Announcements and consideration of Future Agenda Items
- 9. Adjournment**

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 2nd day of February 2017, at 3:00 p.m.

Bryan Kendrick, City Clerk

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

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

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

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, January 17, 2017

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 8:34 a.m. on Tuesday, January 17, 2017, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Pastor Ron Guzman with West Angelo Church of Christ; and the pledges were led by Essence Edwards a third grader with Fannin Elementary School

3. Proclamations/Recognitions

Parks employees were recognized for winning the Sports Complex of the Year Award (Texas Bank Sports Complex)

January 2017 was proclaimed "School Board Recognition Month" and the proclamation was accepted by SAISD School Board President Lanny Layman

January 16-21, 2017 were proclaimed "West Texas Rehabilitation Center Appreciation Days" and the proclamation was accepted by Fred Key and Dan Baker, members of the WTRC San Angelo Board of Directors

January 24, 2017 was proclaimed "Moebius Syndrome Awareness Day" and the proclamation was accepted by Kara DeLynn

4. Public Comment

Citizen Steve Hampton requested items 5e and 5i to be pulled for discussion.

Council Member Farmer invited everyone to attend her upcoming Town Hall meeting in February, noting that HEB would have a model of the new store plans. Ms. Farmer also noted the need for Trash Clean up at the 306 overpass. She further requested that items 5e, 5h, 5j, and 5k be pulled for discussion.

Council Member Thomas invited everyone to attend his upcoming Town Hall meeting regarding the Bell Street Reconstruction project.

Council Member Richardson requested item 5L be pulled for discussion.

5. Consent Agenda

- a. Approval of the December 6, 2016 City Council Regular Meeting minutes
- b. Adoption of the following resolutions:
 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. Award of 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. Authorization of the sale of the following Lake Nasworthy property to current residential lot lease holder for the appraised value:
 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. Adoption of a resolution authorizing and directing distribution of settlement proceeds derived from litigation Cause No. B150116C with Martifer--Hirschfeld Energy Systems, LLC, ET AL.
- f. Approval of 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
- g. Approval of an interlocal 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
- h. Adoption of 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
- i. Adoption of 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
- j. Adoption of 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
- k. Adoption of 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
- l. Second Reading and adoption of an ordinance amending Chapter 12, Exhibit "A," Zoning Ordinance, for Bed and Breakfast Establishments and Short Term Rentals

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

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

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

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

Motion: Council Member Farmer made a motion, seconded by Council Member Thomas, to approve items 5j and 5k. The motion carried unanimously (7) ayes to (0) nays.

Regarding item 5L, several citizens spoke in support and opposition of the short term rental ordinance.

Motion: Council Member Self made a motion, seconded by Council Member Gonzales, to approve item 5L, as presented. The motion carried (4) ayes to (3) nays, with Council Members Farmer, Carter, and Richardson casting the dissenting vote.

6. Regular Agenda

- a. Presentation of the biannual report from Downtown San Angelo, Inc.
(A presentation was made by DSA Executive Director Del Velasquez)
- b. Approval of the following items related to Solid Waste Services authorizing City Manager or designee to negotiate and execute all related documents:
 1. 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"(A presentation was made by Operations Director Shane Kelton)

Citizen Christy Youker spoke in opposition of the amendment to the contract.

Motion: Council Member Farmer made a motion, seconded by Mayor Morrison, to approve the agreement with the exception of lowering the tipping fee minimum to a half-ton. The motion carried (5) ayes to (2) nays, with Council Members Thomas and Carter casting the dissenting votes.

Motion: Council Member Farmer made a motion, seconded by Council Member Gonzales, to approve the first reading of the ordinance amending Section A8.017 "Charge for Collection of Garbage and Trash", with the exception of lowering the tipping fee minimum to a half-ton. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Farmer made a motion, seconded by Council Member Thomas, to approve the first reading of the ordinance amending Section 11.04.006 "Duties of the Residential Customer". The motion carried unanimously (7) ayes to (0) nays.

- 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
(A presentation was made by Neighborhood Services Director Bob Salas)

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

- 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

(A presentation was made by Neighborhood Services Assistant Director James Flores)

Several citizens spoke in support and opposition of this item.

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

- 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

(A presentation was made by Parks & Recreation Director Carl White)

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

- 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"

(A presentation was made by Planning & Development Director Jon James)

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

- 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

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

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

- 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

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

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

- 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

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

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

- 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

(A presentation was made by City Engineer Russell Pehl)

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

- k. First public hearing and consideration of an ordinance amending the existing One-Way operations of E. Washington St. and Burgess

(A presentation was made by Traffic Operations Superintendent Ryan Ward)

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

- 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

(A presentation was made by Traffic Operations Superintendent Ryan Ward)

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

- 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

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

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

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

- 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

(A presentation was made by Budget Manager Morgan Chegwidden)

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

- p. First public hearing and introduction of an ordinance amending the 2016-2017 budget for grants, contributions and incomplete projects

(A presentation was made by Budget Manager Morgan Chegwidden)

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

- q. Update on the performance of Sales Tax revenue in the current fiscal year

(A presentation was made by Finance Director Tina Dierschke)

No action was taken on this item.

7. Closed Session

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

- a. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
 - 1. ~~2013 Sealcoating Program Contract~~
 - 2. ~~Templeton Construction, Inc.~~
 - 3. ~~Alsay, Inc.~~
 - 4. ~~Spillman Contract~~
- b. Section 551.072 Deliberations about Real Property regarding:
 - 1. 1. The Ford Ranch
 - 2. 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

No action was taken on this item.

- 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.

Motion: Council Member Farmer made a motion, seconded by Mayor Morrison, to approve the appointment of Teresa Special. The motion carried unanimously seven (7) ayes to zero (0) nays.

Motion: Council Member Self made a motion, seconded by Council Member Richardson, to approve the appointment of Keith Hidalgo. The motion carried unanimously seven (7) ayes to zero (0) nays.

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

Motion: Council Member Richardson made a motion, seconded by Council Member Self, to approve the appointment of Kenneth Dierschke. The motion carried unanimously seven (7) ayes to zero (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to approve the appointment of Laurie Dicello. The motion carried unanimously seven (7) ayes to zero (0) nays.

Motion: Mayor Morrison made a motion, seconded by Council Member Farmer, to approve the rotation of Francis Jelensperger from representing SMD1 to representing the Mayor. The motion carried unanimously seven (7) ayes to zero (0) nays.

Planning Commission: Randal Schkade (SMD1) to a 1st full term ending January 2020; Mark Crisp (SMD2) to a 2nd full term ending January 2020

Motion: Council Member Richardson made a motion, to approve the appointment of Randal Schkade. The motion failed to obtain a second. No action was taken on this appointment.

Motion: Council Member Self made a motion, seconded by Council Member Thomas, to approve the appointment of Mark Crisp. The motion carried unanimously seven (7) ayes to zero (0) nays.

Zoning Board: John Hadyn (SMD2) to a 3rd full term ending January 2019

Motion: Council Member Self made a motion, seconded by Council Member Thomas, to approve the appointment of Mark Crisp. The motion carried unanimously seven (7) ayes to zero (0) nays.

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

City Manager Daniel Valenzuela noted that staff would coordinate the scheduling of the Strategic Planning Workshop for either the 3rd week of February or the 1st week of March.

d. Announcements and consideration of Future Agenda Items

Council Member Carter requested a Sales Tax update agenda item once per month.

9. Adjournment

Motion: Council Member Thomas made a motion, seconded by Council Member Self, 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 2:44 p.m.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Consider authorizing the sale of the following Lake Nasworthy properties to the current residential lot lease holder for the appraised value (C. Preas):

1. 1502 S. Concho Dr; Lake Nasworthy; \$63,288
2. 1506 S. Concho Dr; Lake Nasworthy; \$109,578
3. 1607 Shady Point; Lake Nasworthy; \$28,000
4. 1611 Turtle Drive; Lake Nasworthy; \$26,132
5. 1613 Turtle Drive; Lake Nasworthy; \$18,479
6. 1624 Canal Road; Lake Nasworthy; \$28,000
7. 1632 Canal Road; Lake Nasworthy; \$19,484
8. 1814 S Concho Dr; Lake Nasworthy; \$135,752
9. 2029 American Legion Rd; Lake Nasworthy; \$112,800
10. 2898 Red Bluff Cir; Lake Nasworthy; \$126,000
11. 3213 Red Bluff West Road; Lake Nasworthy; \$113,900
12. 6425 Lincoln Park East; Lake Nasworthy; \$21,608

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:

Attachments:

- | | |
|--|---|
| 1. 1607 Shady Pt., Circle Dr Summary Appraisal | 1607 Shady Pt. Circle Dr. Summary Appraisal.pdf |
| 2. 1611 Turtle Dr., Summary Appraisal | 1611 Turtle Drive Summary Appraisal.pdf |
| 3. 1613 Turtle Dr., Summary Appraisal | 1613 Turtle Drive Summary Appraisal.pdf |
| 4. 3213 Red Bluff Rd. W., Summary Appraisal | 3213 Red Bluff Rd. West Summary Appraisal.pdf |
| 5. 6425 Lincoln Park E., Summary Appraisal | 6425 Lincoln Park East Summary Appraisal.pdf |
| 6. 1624 Canal Rd., Summary Appraisal | 1624 Canal Rd. Summary Appraisal.pdf |
| 7. 1632 Canal Rd., Summary Appraisal | 1632 Canal Rd. Summary Appraisal.pdf |
| 8. 2029 American Legion Rd, Summary Appraisal | 2029 American Legion Rd. Summary Appraisal.pdf |
| 9. 1502 S Concho Dr, Summary Appraisal | 1502 S. Concho Dr. - Summary Appraisal.pdf |
| 10. 1506 S Concho Dr, Summary Appraisal | 1506 S. Concho - Summary Appraisal.pdf |

- 1814 S. Concho Drive - Summary Appraisal.pdf
2898 Red Bluff Circle - Summary Appraisal.pdf

Approvals/Reviews:

[illegible]

APPRAISAL OF REAL PROPERTY

LOCATED AT

1607 Shady Point Circle Dr
San Angelo, TX 76904
Lot 125, Block 6, Section 1, Group Shady Point, Lake Nasworthy Addition

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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(325) 655-1278
www.halfmannrealty.com

01/09/2017

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

Re: Property: 1607 Shady Point Circle Dr
San Angelo, TX 76904
Borrower: Rose Gomeztrejo & Mary Yu
File No.: R16-0470

Opinion of Value: \$ 28,000
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

1611 Turtle Dr
San Angelo, TX 76904
Lot 70, Block 8, Section 2, Group Shady Point, Lake Nasworthy Addition

FOR

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

AS OF

01/09/2017

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 208
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San Angelo, TX 76903-6462
(325) 655-1278
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01/12/2017

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

Re: Property: 1611 Turtle Dr
San Angelo, TX 76904
Borrower: Mary Yu
File No.: R17-0020

Opinion of Value: \$ 26,132
Effective Date: 01/09/2017

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

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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

1613 Turtle Dr
San Angelo, TX 76904
Lot 71, Block 8, Section 2, Group Shady Point, Lake Nasworthy Addition

FOR

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

AS OF

01/02/2017

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 208
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01/12/2017

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

Re: Property: 1613 Turtle Dr
San Angelo, TX 76904
Borrower: Thomas & Therese Kule
File No.: R16-0530

Opinion of Value: \$ 18,479
Effective Date: 01/02/2017

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

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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

3213 Red Bluff Rd W
San Angelo, TX 76904
Lot 101, Block 5, Section 4, Group Red Bluff, Lake Nasworthy Addition

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
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www.halfmannrealty.com

01/09/2017

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

Re: Property: 3213 Red Bluff Rd W
San Angelo, TX 76904
Borrower: Robert Danbert
File No.: R16-0410

Opinion of Value: \$ 113,900
Effective Date: 12/15/2016

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

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Respectfully Submitted,



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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

6425 Lincoln Park Rd E
San Angelo, TX 76904
Lot 7, Block 2, Group Lincoln Park, Lake Nasworthy Addition

FOR

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

AS OF

01/09/2017

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 208
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01/12/2017

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

Re: Property: 6425 Lincoln Park Rd E
San Angelo, TX 76904
Borrower: Cory & Kristin Heilman
File No.: R17-0010

Opinion of Value: \$ 21,608
Effective Date: 01/09/2017

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

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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

1624 Canal Rd
San Angelo, TX 76904
Lot 76, Block 8, Section 2, Group Shady Point, Lake Nasworthy Addition

FOR

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

AS OF

01/02/2017

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 208
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01/12/2017

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

Re: Property: 1624 Canal Rd
San Angelo, TX 76904
Borrower: Jerry & Minda Green
File No.: R16-0540

Opinion of Value: \$ 28,000
Effective Date: 01/02/2017

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

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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

1632 Canal Rd
San Angelo, TX 76904
Lot 73, Block 8, Section 2, Group Shady Point, Lake Nasworthy Addition

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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01/18/2017

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

Re: Property: 1632 Canal Rd
San Angelo, TX 76904
Borrower: David Pendleton
File No.: R16-0450

Opinion of Value: \$ 19,484
Effective Date: 12/15/2016

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

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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

2029 American Legion Rd
San Angelo, TX 76904
Lot 19, Block A, Group 2, Lake Nasworthy Addition

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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(325) 655-1278
www.halfmannrealty.com

01/18/2017

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

Re: Property: 2029 American Legion Rd
San Angelo, TX 76904
Borrower: Brian Paul
File No.: R16-0480

Opinion of Value: \$ 112,800
Effective Date: 12/15/2016

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

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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

1502 S Concho Dr
San Angelo, TX 76904
Lot 24, Block 1, Section 1, Group South Concho, Lake Nasworthy Addition

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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01/24/2017

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

Re: Property: 1502 S Concho Dr
San Angelo, TX 76904
Borrower: Charles & Lactitia Phillips
File No.: R16-0500

Opinion of Value: \$ 63,288
Effective Date: 12/15/2016

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

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Respectfully Submitted,



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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

1506 S Concho Dr
San Angelo, TX 76904
Lot 23, Block 1, Section 1, Group South Concho, Lake Nasworthy Addition

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
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01/24/2017

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

Re: Property: 1506 S Concho Dr
San Angelo, TX 76904
Borrower: Bobby Price
File No.: R16-0510

Opinion of Value: \$ 109,578
Effective Date: 12/15/2016

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

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Respectfully Submitted,



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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

1814 S Concho Dr
San Angelo, TX 76904
Lot 3, Block 1, Section 1, Group 9, Lake Nasworthy Addition

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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01/23/2017

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

Re: Property: 1814 S Concho Dr
San Angelo, TX 76904
Borrower: Luis & Diane Duarte
File No.: R16-0490

Opinion of Value: \$ 135,752
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 this appraisal is to estimate the market value of the property described in this appraisal report, as unimproved, in Leased Fee ownership per the hypothetical condition given by the City of San Angelo stated in the Addenda.

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Respectfully Submitted,



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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

2898 Red Bluff Cir
San Angelo, TX 76904
Lot 40, Block 2, Section 2, Group Red Bluff, Lake Nasworthy Addition

FOR

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

AS OF

01/02/2017

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 208
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01/23/2017

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

Re: Property: 2898 Red Bluff Cir
San Angelo, TX 76904
Borrower: Steve Walls
File No.: R16-0550

Opinion of Value: \$ 126,000
Effective Date: 01/02/2017

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

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Crystal N. Bancroft
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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: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Consider ratifying a resolution of the City of San Angelo Development Corporation board of directors authorizing the use of sales and use tax funds in an amount not to exceed \$550,000, to provide an economic development incentive to Principal LED, LLC for a project related to business enterprises that create or retain primary jobs, and authorizing the Director of Economic Development to negotiate an economic development performance agreement with Principal LED, LLC; and authorizing the COSADC Board President to execute said agreement (R.Peña)

Summary/History:

Principal LED, located at 4541 N. Bentwood Drive is a local company producing LED lighting fixture assemblies. The company currently employs 51 people at an average salary of approximately \$52,000 per year. Their current real property appraised at approximately \$1.6 million. Their intent is to purchase a new facility located at 3490 Venture Drive (the former Taylor Publishing building and provide additional improvements for a total capital investment of \$2,750,000. They also intend to create between 15 and 50 new Full Time Equivalent positions at a minimum of \$35,000 per year plus benefits. At its meeting on October 26, 2016 COSADC approved a resolution for an incentive package to Principal LED not to exceed \$350,000 for job creation and capital investment at their current location. City Council ratified that resolution on December 6, 2016. The company has recently decided to purchase the former Taylor Publishing building located in the Industrial Park at 3490 Venture Drive. The proposed Incentives are as follows:

Proposed Incentives

Type of Incentive	Maximum Amount of Assistance
Capital Investment Grant	\$200,000
Development Fee Rebates	\$1,000
Annual Tax Grants (total of 4 years)	\$14,123
Sales & Use Tax	\$1,000
Job Creation Grant	\$250,000
Job Training Grant	\$50,000
Total	\$516,123

Financial Impact:

\$232,789 from Acct. 440200 BREP Projects to Acct. 452134 Principal Led; Budget amendment in process (original budget amendment for \$317,211)

Other Information/Recommendation:

Attachments:

- | | |
|--------------------------------|--|
| 1. Resolution | 17-053_COSADC_PRINCIPAL_LED_EDA_RESO.pdf |
| 2. EDA Agreement Principal LED | 17-053_COSADC_PRINCIPAL_LED_EDA_01-26-17.pdf |

Presentation:

N/A

Approvals/Reviews:

Robert Schneeman	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 OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$550,000.00, TO PROVIDE AN ECONOMIC DEVELOPMENT INCENTIVE TO PRINCIPAL LED, LLC FOR A PROJECT RELATED TO BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS, AS AUTHORIZED FOR A TYPE B CORPORATION UNDER LOCAL GOVERNMENT CODE CHAPTER 505 SUBCHAPTER D.

WHEREAS, The voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Act, including but not limited to, the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure, and

WHEREAS, Principal LED, LLC intends to invest approximately Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) to purchase and improve an existing property located at 3490 Venture Drive, and

WHEREAS Principal LED, LLC intends to create a minimum of Fifteen (15) and up to Fifty (50) new Full Time Equivalent (FTE) positions, and

WHEREAS, Principal LED, LLC has requested incentives from COSADC, and

WHEREAS, at least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code and

WHEREAS, the City of San Angelo Development Corporation at the November 16, 2016 meeting held a Public Hearing on the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION THAT:

The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds as an economic development incentive to Principal LED, LLC, in an amount not to exceed \$550,000.00; authorizing the Director of Economic Development to prepare an economic development performance agreement with Principal LED, LLC, in compliance with the Development Corporation Act and as approved by the City Attorney; authorizing the COSADC Board President to execute said agreement; and recommending to City Council ratification of the incentive and approval of the economic development performance agreement.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Tommy Hiebert, President

Bryan Kendrick, Corporate Secretary

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT
CORPORATION AND PRINCIPAL LED LLC

This Agreement is entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation (“COSADC”) and PRINCIPAL LED LLC, a Texas for profit limited liability company authorized to transact business in Texas (“Company”), and shall be effective from and after the _____ day of _____, 2017 (the “Effective Date” being at least sixty days after notice of the specific project is first published and on condition that a petition of registered voters is not received by the governing body for City requiring that an election be held pursuant to Local Government Code, Sec. 505.160.).

RECITALS:

A. COSADC is a non-profit Type B development corporation created by the City of San Angelo pursuant to the Texas Development Corporation Act, Chapters 501 and 505 of the Texas Local Government Code (the “Act”), and is authorized by law to expend economic development sales and use tax proceeds for authorized projects, subject to approval of the City of San Angelo City Council. Such authorized projects include expenditures for the creation or retention of Primary Jobs (as defined at Section 501.002 of the Texas Local Government Code) and found by the board of directors to be required or suitable for the development, retention, or expansion of manufacturing and industrial facilities.

B. COSADC is authorized to provide direct incentives or make expenditures on behalf of a business enterprise under an authorized project pursuant to a performance Agreement with the business enterprise which provides, at a minimum, for a schedule of additional payroll to be created or retained and capital investment to be made as consideration for any direct incentives provided and specifies the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the Agreement.

C. Company is a business enterprise engaged in the assembly of LED lighting fixtures at 4541 N. Bentwood, San Angelo, Texas 76904 (“Current Facility”). Company has determined that a new,

larger facility, capital improvements, equipment and employees will be required to meet increased demands for its services. (hereinafter the “Project”).

D. The board of directors of COSADC has determined that the Project and provision of direct incentives to Company as stated in this Agreement are in compliance with the requirements and purposes of the Act, COSADC Articles of Incorporation, and the COSADC Business Retention and Expansion Program (BREP) approved by City Council; and, that the Project and direct incentives serve the public purposes set forth in the Act.

F. Company is seeking direct incentives from COSADC for acquiring the new facility, capital improvements, equipment and Primary Job creation and retention at 3490 Venture Drive, , San Angelo 76905 (hereinafter (“Site”). COSADC agrees, subject to approval of the City of San Angelo City Council, to provide Company with certain incentives for capital investment and Primary Job creation and retention under the terms and conditions of this Agreement, in accordance with the provisions of law.

G. On _____, 2017, the City Council of the City of San Angelo approved the recommendation of COSADC Board to approve negotiation and execution of a performance agreement with Company under the terms and conditions set forth herein for incentives and a rebate of development fees, the sum total of which shall not exceed FIVE HUNDRED SIXTEEN THOUSAND ONE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$516,123.00).

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COSADC and Company agree as follows:

TERMS

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement for all purposes.

2. **TERM:** This Agreement shall become enforceable upon its Effective Date as first hereinabove provided. This Agreement shall automatically terminate three years after payment by COSADC of the last job creation incentive, unless earlier terminated in accordance with its terms, provided that all provisions of this Agreement which must survive in order to give effect to their meaning will survive termination or expiration of this Agreement.

3. **COMPANY PERFORMANCE REQUIREMENTS:**

A. Company shall timely meet, comply with and maintain each of the Company performance requirements specified in this Agreement at its Site, which performance requirements are conditions precedent to the obligation of COSADC to provide and Company to retain the direct incentives provided for under this Agreement, including the following:

B. Company shall make the entire Minimum Threshold Project Investment agreed to in Section 4. "Minimum Project Threshold Investment", from and after the Effective Date, and on or before the 31st day of December, 2018. Said Minimum Threshold Investment shall be a condition precedent to Company's entitlement to receive or to retain any direct incentive payments, rebates, credits or other benefits from COSADC under this Agreement

C. Company shall provide COSADC with copies of rendition statements and personal property tax reports relating to the facility located at the Site, 3490 Venture Drive, delivered to Tom Green County Chief Appraiser for each tax year commencing with 2016, and shall timely pay any ad valorem commercial real and personal property taxes payable for each tax year commencing 2017, relating to its Threshold Investment prior to claiming reimbursement under this Agreement.

D. On or before January 31, 2019, Company shall make the certification to COSADC required under this agreement (in substantially the form of **Exhibit “D” Request for Incentive Payment**) to establish timely compliance with the Minimum Project Threshold Investment, including but not limited to equipment purchase receipts, capital improvement receipts and any other receipts or business records verifying under generally accepted accounting and audit principals that the Minimum Project Threshold Investment required has been met to the satisfaction of COSADC.

E. Company shall secure all plan reviews, permits and inspections applicable under city ordinance for all capital improvements at its Site, which improvements shall be made in compliance with all applicable City codes and regulations.

F. Company shall provide a preference to the extent practicable for the purchase of construction materials and equipment for the Project from businesses that maintain establishments located in Tom Green County.

G. From October 1, 2016 to December 31, 2020, Company shall create the equivalent of a minimum of fifteen (15) new jobs, at its current facility and when acquired and occupied, at its new facility referred to herein as the Site; each job created having a gross annual pay including benefits of at least thirty five thousand dollars (\$35,000) (hereinafter “FTE’s”) Company shall retain each FTE under the terms and for the period required under Section 5. “Job Creation and Retention” of this Agreement.

H. Company shall annually, on or before March 31st of each year commencing March 31 2017, comply with the annual certification and reporting requirement to COSADC under this Agreement establishing FTE job creation and retention.

I. Company shall endeavor to take advantage of one or more job training programs available through the Concho Valley Workforce Development Board to the extent practicable and provided that such programs offer training applicable to Company jobs. Company shall present

documentary evidence satisfactory to COSADC from Concho Valley Workforce Development Board or sponsored program entity establishing an employee's successful completion of the job training program.

J. Within ten days of written notice and demand for payment, Company shall promptly reimburse COSADC for any incentive payments, rebates, credits or benefits received if at the time of such incentive payment, rebate credit or benefit Company was in default under this Agreement or was not otherwise entitled to such incentive under terms of this Agreement, or is not entitled to retain such incentive under the terms of this Agreement.

4. MINIMUM PROJECT THRESHOLD INVESTMENT:

A. As a Company performance requirement and condition precedent to COSADC's obligation to provide incentives under this Agreement, Company shall complete a minimum Threshold Project Investment for acquisition of the new facility located at 3490 Venture Drive, San Angelo, TX 76905 (the Site), capital improvements and/or business tangible personal property at the Site during the period from the Effective Date of this Agreement to December 31st, 2018, of at least TWO MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$ 2,750,000.) to be reflected on Company's ad valorem rendition statements and personal property tax reports, but estimated in good faith by Company to be the Project investment set forth in **Exhibit "A"**, attached hereto, and made a part hereof for all purposes.

B. Together with any request made by Company for Development Fee and Sales & Use Tax rebates, Company shall provide COSADC with records sufficient to verify under generally accepted accounting and audit principals the facts certified therein.

C. Company shall provide copies of its rendition statements annually on or before March 31st of each subsequent tax year during the term of this Agreement.

5. JOB CREATION AND RETENTION:

A. Attached hereto as **Exhibit “E”**, and made a part hereof for all purposes, is Company’s census of 51 existing full-time jobs, employed at the current Company Site on the Effective Date (hereinafter “Core Jobs”). Company shall continuously retain all of the Core Jobs through December 31, 2019, and for three consecutive years following the last job creation incentive payment made pursuant to this Agreement. Company shall annually report a summary of Core Job retention in a form substantially the same as **Exhibit “E-1”** attached hereto. In addition to continuous maintenance of the Core Jobs, Company shall create a minimum of fifteen (15) new FTE’s as defined herein), but not to exceed fifty new FTE’s for purposes of incentive grants, during the time period from the Effective Date of this Agreement to December 31, 2020 .

B. New FTE’s for any annual year shall be new full-time job positions created in addition to the Core Jobs, and having a minimum average annual Base Wage (gross pay including benefits) of \$35,000 per FTE. The minimum average annual Base Wage for newly created jobs shall be utilized to calculate the number of new FTE positions created and establish the equivalent number of FTE’s created for which incentives may be payable. The total annual gross payroll including benefits for new full-time jobs (excluding Core jobs) shall be divided by the \$35,000 minimum annual Average Base Wage required to calculate the number of FTE’s created or retained for which incentives may be payable. Notwithstanding anything to the contrary in this Agreement, the sum of any annual base wage paid to an individual employee that exceeds \$175,000, excluding benefits, shall not be included in gross annual pay for purposes of calculating Average Base Wage level and the number of newly created FTE’s.

C. For example: if Company creates nine new full-time jobs during the last quarter of 2016, seven of which have an annual Base Wage of \$50,000 each and two of which have an annual Base Wage of \$35,000 each, the FTE job creation would be calculated to be the sum of annual

base wages for the nine newly created jobs divided by the required average annual Base Wage of \$35,000, for a total of 12 FTE's created in 2016 for incentive purposes $[(7 \times \$50,000) + (2 \times \$35,000) \div \$35,000 = 12]$, rounded to the nearest lower whole number = 12 FTE's. Company would then need to retain in addition to the 51 Core Jobs, 12 or more full time jobs having a total average annual Base Wage combined of at least \$420,000, for three consecutive annual years after December 31st of the year in which incentives were paid for creation of 12 FTE's.

D. A condition precedent to Company's right to receive or retain any job creation incentive under this Agreement is that Company retain jobs that are the equivalent of every new FTE for which it receives a job creation incentive payment for a minimum of three consecutive years from and after December 31st of the year for which the job creation incentive is paid and that the sum total of full time jobs created be at least the equivalent of 15 FTE's, in addition to continuous retention during the full term of this Agreement of the 51 Core Jobs listed on the Company census for the Effective Date.

E. The new jobs shall be filled by individuals who are not current employees of Company at its San Angelo location at the time of job creation. New employees shall first be deemed to replace any vacant Core Jobs, before any new employee Base Wage is included in calculating the number of FTE's created or retained by Company.

F. Company shall certify to COSADC compliance with its job creation and retention and base wage level commitments annually as hereinafter provided for jobs created for the period from the Effective Date through December 31, 2020. An Affidavit of Compliance shall be executed by a duly authorized representative of Company, accompanied with required documentation verifying the facts stated, in substantially the form of "Affidavit of Compliance", attached hereto as "**Exhibit "C"**". The Affidavit of Compliance shall include tables identified as **Exhibit "E-1" "Core Job Retention Summary" and Exhibit "C-1" "Job Creation and Retention Summary"** by year, in substantially the attached forms. Such annual certifications

shall continue for three (3) consecutive years after the end of the calendar year for which the last direct incentive for the FTE of which the job constitutes a part shall have been paid.

- i. The first required reporting period for certification of job creation and retention compliance under this Agreement shall be for the period October 1, 2016 through December 31, 2016. No later than March 31, 2017, Company shall separately certify with Affidavit of Compliance substantially in the form of **Exhibit “C” , Exhibit “E-1” “Core Job Retention Summary” and Exhibit “C-1” “Job Creation and Retention Summary”** , under penalty of perjury, for the period reported the number of jobs retained, terminated and created, and annual Base Wages applicable for calculating equivalent FTE’s for which Company applies for or has been paid incentives.
- ii. No later than March 31st of each year after 2017, for which certification of compliance for job creation and retention is required under this Agreement, Company shall certify with Affidavits of Compliance substantially in the form of **Exhibit “C” , Exhibit “E-1” “Core Job Retention Summary” and Exhibit “C-1” “Job Creation and Retention Summary”** , under penalty of perjury, for the period reported the number of jobs retained, terminated and created, and annual Base Wages applicable for calculating equivalent FTE’s for which Company applies for or has been paid incentives.
- iii. The annual reporting required under this Section 5., shall consist of a fully executed Affidavit of Compliance in substantially the form of **Exhibit “C”, Exhibit “E-1” “Core Job Retention Summary” and Exhibit “C-1” “Job Creation and Retention Summary”** , accompanied with supporting documentation sufficient to verify under generally accepted accounting and audit principals the facts certified, which shall include Texas Workforce Commission “Employer’s Quarterly Report” (FORM C-4 03/06) as submitted to Texas Workforce Commission, and other payroll documentation as may be reasonably required by COSADC.

6. COSADC INCENTIVES AND INCENTIVE CAPS: Subject to Company complying with the performance requirements specified under this Agreement, Company shall become eligible to receive up to the but not exceeding the following incentives described under this Section 6, pursuant to the schedule of incentives by type and incentive caps as set forth in **Exhibit “B”** attached hereto and made a part hereof for all purposes. In no event, notwithstanding anything to the contrary in this Agreement, shall the cumulative sum of all incentives payable or credited under this Agreement exceed the maximum sum of FIVE HUNDRED SIXTEEN THOUSAND ONE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$516,123.00).

Type of Incentive and Incentive Cap:

- A.** One Time Capital Investment Grant in a sum not to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000), for timely completing the required “Minimum Project Threshold Investment” .
- B.** Waivers (credits) or rebates of City development fees for the Project Site, including fees relating to permits, plan reviews and inspections, not to exceed ONE THOUSAND AND NO/100 DOLLARS (\$1,000.);
- C.** Annual Tax Grants for the tax years indicated below in the form of rebates of a percentage on a sliding scale of City ad valorem taxes paid by Company assessed for value of capital improvements and business tangible personal property made at the Site up to, but not exceeding, the Minimum Project Threshold Investment of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO 100 DOLLARS (\$2,750,000.) for a

sum total of Annual Tax Grants not to exceed FOURTEEN THOUSAND ONE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$14,123)^{1*}:

Tax Year	Annual Grant Percentage	Maximum Tax Rebate
2017	60%	\$ 7,369
2018	35%	\$ 4,298
2019	10%	\$ 1,228
2020	10%	\$ 1,228
Total		\$ 14,123

D. Rebates for a portion of City of San Angelo sales and use taxes paid by Company for purchase of construction materials and equipment for the Project from businesses that maintain physical establishments located in Tom Green County, Texas (“Local Vendors”). The cumulative sum of this rebate incentive shall not exceed ONE THOUSAND AND NO/100 DOLLARS (\$1,000.).

E. Individual incentives in a sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per job created that are the equivalent of an FTE as defined herein, from the Effective Date through December 31, 2020, at the Project Site, subject to condition that Company create and retain jobs that are at least the equivalent of 15 FTE’s as herein provided and subject to Company’s reimbursement obligation for any FTE not retained for a period of three years from and after December 31st of the year for which the FTE individual incentive was paid. In no event shall the cumulative sum of the individual

¹ * Subject to written amendment executed by each of the parties providing for rebates of ad valorem taxes assessed on capital improvements or equipment rendered and exceeding \$1,582,620, in additional assessed value for ad valorem tax purposes.

incentives for job creation and retention exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.).

F. Individual incentives in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each employee having a job at the Site who successfully completes one or more job training programs through the Concho Valley Workforce Development Board, applicable to a Company job at the Site. The incentive shall be payable to Company upon presentation of an Affidavit of Compliance accompanied with documentary evidence satisfactory to COSADC of employee's successful completion of the job training program. In no event shall the cumulative sum of the individual incentives for employees successfully completing such training programs exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.).

7. PAYMENT: A determination of Company eligibility for payment of direct incentives shall be made by COSADC within sixty (60) days after receipt by COSADC of a written request for payment accompanied with Compliance Affidavits and documentation sufficient to verify under generally accepted accounting and audit principals the facts certified in accordance with provisions of this Agreement.

A. Company and COSADC acknowledge that COSADC may reasonably require in its discretion, additional information and documentation to facilitate COSADC in making an expeditious determination of eligibility for payment of direct incentives. COSADC, in cooperation with Company, shall calculate the amount of any direct incentive payable under this Agreement as provided in the Agreement and attached Exhibits.

B. The amount of direct incentives which may be payable to Company shall be calculated on the rates and schedules set out in this Agreement and attached Exhibits subject to the limitations set forth therein and further provided that in no event shall the cumulative total sum of direct incentives payable by COSADC under this Agreement exceed the Incentive Caps provided for at Section 6 herein.

C. COSADC shall pay to Company the economic development incentive provided for under this Agreement within sixty (60) days following COSADC's determination of the eligibility of Company for the direct incentive payment and calculation of the sum due.

D. Tender of payment of any incentive due under this Agreement is conditioned upon COSADC's receipt of Company's written concurrence that: the sum tendered for the type of incentive is the full amount due Company for the performance requirements Company has met up to that time; that the incentive payment is made subject to repayment obligations of Company under the terms of this Agreement; that Company agrees COSADC is in full compliance with its obligations under this Agreement on date the payment is tendered and accepted; and, releasing COSADC from any future claim of Company, known or unknown, relating to COSADC's obligations under the Agreement for the type of incentive payment being tendered up to the date payment is accepted.

8. **RETENTION OF RECORDS:** Company shall maintain, in a manner that conforms to this Agreement, the fiscal records and supporting documentation for all direct incentives, if any, provided to Company under this Agreement for the greater of three (3) years from the end of the term of this Agreement, or such other period required by applicable law or regulation.

9. **COMPLIANCE AUDIT AND INSPECTION RIGHTS:** Upon reasonable prior written notice to Company, and without costs charged by Company to COSADC, Company shall allow COSADC access to and the right to examine and inspect any and all:

A. Payroll and employment accounting records of Company relating to the creation, retention and enhancement of FTE positions and certifications by Company of the information included in each affidavit submitted by Company under this Agreement, including any other records of Company that may be reasonably related to verification of compliance with all performance requirements under this Agreement; and

B. Books, accounts, records, and audit reports with supporting documentation belonging to, maintained or kept at the direction of Company pertaining to performance of this Agreement.

10. FORFEITURE OF INCENTIVE PAYMENTS: If established by documentation of the parties relating to performance of this Agreement or by an audit conducted by COSADC under Section 9, “Compliance Audit and Inspection Rights”, COSADC may determine that Company has failed to meet or maintain a performance requirement entitling Company to receive or retain incentive payments or credits (fee waivers) specified in this Agreement, in which event Company shall forfeit such incentive payment or credit and shall repay to COSADC the incentive payments or credits received in accordance with the repayment terms set forth under Section 11. “Repayment Terms”.

11. REPAYMENT TERMS: Company shall comply with the following terms for repayment of forfeited incentive payments or credits:

A. Company shall repay one hundred percent (100%) of all incentive payments received pursuant to this Agreement (under the BREP Program outlined in **Exhibit B, Table B-2** Summary of Incentives) when grounds for forfeiture occur on or before March 31, 2017.

B. Company shall repay sixty-six percent (66%) of incentive payment received under this Agreement (the BREP Program and incentives outlined in **Exhibit B, Table B-2** Summary of Incentives) when grounds forfeiture occur after March 31, 2017 and before March 31, 2018.

C. Company shall repay one thirty-three percent (33%) of a forfeited incentive payment received under this Agreement (the BREP Program and incentives outlined in **Exhibit “B”, Table B-2** Summary of Incentives) when grounds for forfeiture occur on or after March 31, 2018.

E. COSADC shall provide Company written notice by certified mail return receipt requested of the sum of any incentive payment or credit determined to be forfeited and the applicable percentage of the incentive payment which must be reimbursed, which sum shall be due and payable thirty (30) calendar days after date of the notice.

F. Any incentive payment or credit deemed forfeited not paid when due after notice as herein provided shall accrue interest at the lesser of ten percent (10%) per annum or the maximum interest rate allowed by law until the forfeited sum and accrued interest thereon are paid in full.

G. Failure of Company to timely pay the sum of any incentive payment or credit determined to be forfeited as herein provided, after notice, shall constitute a default by Company in addition to any other default, and shall entitle COSADC to terminate this Agreement and exercise all remedies available to it under this Agreement, at law, or in equity.

12. OWNERSHIP OF DOCUMENTS: Company understands and agrees that any information, document, report or any other material whatsoever provided to COSADC by Company, or otherwise obtained or prepared by Company as a result of this Agreement is and shall at all times remain the property of COSADC. Company agrees not to use any such information, document, report or material for any purpose whatsoever other than performance under this agreement without first securing the written consent of COSADC, which may be withheld or conditioned by COSADC in its sole discretion.

13. AWARD OF AGREEMENT: Company represents and warrants to COSADC that Company has not employed or retained any person or entity employed by COSADC to solicit or secure this Agreement and that Company has not offered to pay, paid, or agreed to pay any such person or entity any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14. PUBLIC RECORDS AND CONFIDENTIALITY: Company understands that COSADC is subject to the Texas Public Information Act, Texas Government Code, Chapter 552 (TPIA), and that the public shall have access, at all reasonable times, to information pertaining to COSADC contracts, subject to the provisions of law. Company hereby consents to access by COSADC and the public to all information and documents subject to disclosure under applicable law. The confidentiality of Company's records, including Company information related to COSADC's economic development considerations and direct incentives provided herein, will be maintained in accordance with and subject to all applicable laws, including the Texas Public Information Act. COSADC will, as required by the Texas Public Information Act, notify Company if a request relating to such proprietary information is received thereby permitting Company opportunity to protect such information from disclosure. Company acknowledges that the TPIA provides exceptions from the general requirement of disclosure of public information that

may apply to Company trade secret, proprietary and confidential commercial financial information, and that Company will need to assert the interest of Company as provided under TPIA and at law for purposes of nondisclosure.

15. REPRESENTATIONS AND WARRANTIES OF COMPANY: Company represents and warrants to COSADC that as of the date hereof: (i) Company is a Texas corporation in good standing to transact business in the State of Texas, (ii) Company is not delinquent in the payment of any sums due the City of San Angelo, including but not limited to permit fees and occupational licenses, nor in the performance of any obligation to the City of San Angelo or COSADC, (iii) execution of this Agreement has been duly authorized by the governing body of Company and this Agreement is not in contravention of Company's regulations, or any Agreement or instrument to which Company is a party or by which it may be bound as of the date hereof, (iv) no litigation or governmental proceeding is pending, or, to the knowledge of any of Company's officers, threatened against or affecting Company, which may result in a material adverse change in Company's business, assets, liabilities, or operations sufficient to compromise Company as a viable, for profit going concern capable of performing pursuant to this Agreement, (v) no written certificate or written statement herewith or heretofore delivered by Company to COSADC in connection herewith, or in connection with any transaction contemplated hereby, to the knowledge of any of Company's officers, contains any untrue statement of a material fact or fails to directly disclose any material fact necessary to keep the statements contained therein from being misleading, and (vi) during the term of this Agreement, Company will not knowingly employ any undocumented workers in violation of Texas Government Code, Chapter 2264.

16. COMPLIANCE WITH PROGRAM REQUIREMENTS AND FEDERAL, STATE AND LOCAL LAWS: Company shall comply with all requirements applicable under COSADC Incentive Programs, including the Business Retention and Expansion Program (BREP), the provisions of which are adopted as a part of this Agreement for all purposes as if fully set forth herein. Company acknowledges that its officials have reviewed and are familiar with the terms and regulations applicable under the BREP.

17. **INDEMNIFICATION:** COMPANY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COSADC AND ITS BOARD MEMBERS, 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”) ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF COMPANY OR COSADC 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 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 COMPANY OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS (COLLECTIVELY REFERRED TO AS “COMPANY”), REGARDLESS OF WHETHER IT IS, OR IS ALLEGED TO BE, CAUSED IN WHOLE OR PART BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE OF THE INDEMNITEES, OR ANY OF THEM OR (II) THE FAILURE OF COMPANY TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT OR THE FAILURE OF COMPANY TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL OR STATE, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY COMPANY HEREUNDER. COMPANY 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 COMPANY, OR ANY OF ITS SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH COMPANY’S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS

UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE COMPANY TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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

19. INDEPENDENT CONTRACTOR: COSADC and Company acknowledge that Company is an independent contractor, and that no term or provision hereof or act of Company in performance of this Agreement shall be construed as making Company an agent or employee of COSADC. All officers and employees of Company shall be solely responsible to Company, and COSADC shall not have any authority, responsibility, or liability with respect thereto.

20. NO JOINT VENTURE: It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. COSADC, its past and future officers, employees and agents do not assume responsibilities or liabilities of any third party in connection with Company's operations or employees.

21. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

22. COSADC'S TERMINATION RIGHTS:

A. COSADC shall have the right to terminate this Agreement, by giving Company at least five (5) business days prior written notice, upon discontinuance or termination of the incentive program,

unavailability of funds for providing incentive under the Project, or if COSADC determines, in its sole discretion, that continuation of the Project is no longer in the public interest.

B. COSADC shall have the right to terminate this Agreement, without notice or liability to Company, upon the occurrence of an event of default in the performance of any Company performance requirement under this Agreement. In such event, COSADC shall not be obligated to pay any incentives or reimbursements to Company and Company shall repay COSADC all direct incentives and reimbursements, including all fee waivers, provided to Company while Company was in default under this Agreement in accordance with Section 11 “Repayment Terms” of this Agreement. It is expressly agreed that this Agreement constitutes a single transaction, although, incentive payments hereunder are divided into multiple installments as earned. A failure of Company to perform any obligation it has under this Agreement may constitute a breach of the entire Agreement and terminate any further commitment by COSADC.

C. The dissolution or termination of Company’s existence as a going business or concern, Company’s insolvency, appointment of receiver for Company’s assets, any assignment of all or substantially all of the assets for the benefit of creditor’s of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

23. ASSIGNMENT: This Agreement shall not be assigned by Company, in whole or in part, without the prior written consent of COSADC, which consent may be withheld or conditioned, in the sole discretion of the COSADC board of directors, subject to approval of the City Council for the City of San Angelo.

24. NOTICES: All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by 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 deposited with the U.S. Mail or the date of actual receipt, whichever is earlier.

TO COMPANY:

Principal LED, LLC
Attn: J. Bryan Vincent, Managing Partner
4541 N. Bentwood
San Angelo, Texas 76904

TO COSADC:

City of San Angelo Development Corporation
Director of Economic Development
69 N. Chadbourne St.
San Angelo, TX 76903

25. CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and this Agreement is subject to amendment due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days written notice thereof to Company; or in the alternative at the election of COSADC, termination as herein provided.

26. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. The parties acknowledge that this Agreement can be performed in Tom Green County, Texas, and that venue for the resolution of any dispute between the parties relating to this Agreement shall be in Tom Green County, Texas.

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

C. The meaning of capitalized terms shall be as defined under the Act (Chapters 501 and 505 of the Texas Local Government Code), except as specifically provided otherwise under 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 the 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 relating to the subject matter of the Agreement. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company or its suppliers, that prevent a Party from performing, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

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

H. In the event any legal action or proceeding is commenced between COSADC and Company to enforce provisions of this Agreement or to recover damages for breach, the prevailing party in such legal action shall be entitled to recover its costs and reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

I. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

J. Failure by either party on one or more occasions to exercise one or more of its rights under this Agreement shall not be construed as waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

K. The provisions of this Agreement, which by their nature extend beyond the expiration or termination of the Agreement, will survive expiration or termination of the Agreement.

27. EXHIBITS: The following Exhibits “A”, “B”, “C” and “D” are attached and incorporated herein by reference for all purposes.

Exhibit “A”: Capital Investment Schedule

Exhibit “B”: Schedule of Incentives

Exhibit “C”: Affidavit of Compliance for Job Creation Incentives

Exhibit “C-1”: Job Creation and Retention Summaries

Exhibit “D”: Request for Incentive Payment

Exhibit “E”: Census Listing of Current Positions on beginning of 4th Quarter 2016, commencing October 1, 2016

Exhibit “E-1”: Core Job Retention Summary

(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 OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

Bryan Kendrick, Secretary

Tommy Hiebert, President

DATE: _____

DATE _____

PRINCIPAL LED, LLC

Bryan Vincent, Managing Member

DATE: _____

EMAIL: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM

Roland Peña, Development Services
Director

Dan T. Saluri Deputy City Attorney

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT
CORPORATION AND PRINCIPAL LED LLC

Exhibit “A”

Estimated Capital Investment and Business Personal Property Schedule

From and after the Effective Date of the Agreement, Company shall make capital investment in the acquisition of a new facility located at 3490 Venture Drive, San Angelo, Texas, (the “Site”) f including building capital improvements and equipment of at least \$2,750,000, the total required investment to be completed no later than December 31, 2018. Company agrees that the rendition of Company’s capital improvements and equipment investments shall be determined by out of pocket costs actually paid by Company upon completion of the investments, verified with copies of Company business records acceptable to COSADC under generally accepted accounting and audit principals. Such business records shall include the company’s closing “HUD” statement on acquisition of the Site, annual capital improvement and business personal property tax rendition statements, paid receipts for costs incurred and other records reasonably necessary to verify claimed investments satisfactory to COSADC.

Following is a schedule of estimated building improvement and equipment investment costs:

Year	Building	Equipment	Total Cost
2017	\$2,750,000	\$Ø	\$2,750,000*

*Company shall receive a credit toward its Minimum Threshold Capital Investment requirement on purchase of the new facility located at 3490 Venture Drive (the “Site”) for the agreed real estate value of Company’s current building to be conveyed to Seller located on N. Bentwood, said value agreed to be \$1,160,000

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT
CORPORATION AND PRINCIPAL LED LLC

Exhibit “B”

Schedule of Incentives

One Time Capital Investment Grant

A one-time grant in a sum not to exceed \$200,000, for timely completing the required “Minimum Project Threshold Investment” provided for at Section 4 of this Economic Development Agreement.

Development Fee Rebate Incentive:

Development Fees for capital improvements made to new Project Site, including fees relating to permits, plan reviews, inspections, and other related fees payable to the City shall be rebated upon submission by Company to COSADC of records establishing under generally accepted accounting and audit principals the relation of each expense to the Project Site and payment by Company. The sum total of rebates payable under this incentive shall in no event exceed **\$1,000.00**.

Annual Tax Grants:

Annual tax grants for tax years 2018 through 2021, in the form of a rebate of a percentage on a sliding scale of City ad valorem taxes paid by Company assessed for estimated increase in value at new Site (3490 Venture Drive) of building and tangible personal property over assessed value of building and tangible personal property for 2016, up to the Minimum Project Threshold Investment, for a total sum of all annual tax grants not to exceed **\$14,123***.

*Based on an estimated increase in appraised value of capital improvements and tangible personal property over the assessed valuation of capital improvements and tangible personal property at the Site for 2016, the estimated increase in value being \$1,582,620. The actual rebate will be based on the Tom Green County Appraisal District appraised values of capital improvements and tangible personal property at the new Site effective for 2018, over the 2016 Tom Green County Appraisal District appraised value of \$1,167,380.

Sales and Use Tax Rebate Incentive:

Rebates for City portion of sales taxes paid by Company for purchase of construction materials and equipment for renovations at the new Site from businesses that maintain physical establishments located in Tom Green County, Texas (“Local Vendors”). This incentive shall not be payable until Company presents documentation required by COSADC for verification that Company has expended at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) from Local Vendors for Project capital improvements or equipment at the Site.

The cumulative sum of this incentive shall not exceed ONE THOUSAND AND NO/100 DOLLARS **(\$1,000)**.

FTE Primary Job Creation Financial Assistance Incentive:

Individual incentives in a sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per equivalent FTE created as defined in the Agreement from the day after the Effective Date through December 31, 2021, for the Project, each new FTE being made up of a job or jobs filled by a new full time employee, subject to Company's reimbursement obligation for any such job or jobs making up the FTE not retained for a period of three years from and after December 31st of the year for which the FTE individual incentive was paid. The cumulative sum of the individual incentives for FTE creation and retention shall not exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS **(\$250,000.00)**.

Employee Training Program Financial Assistance Incentive

Individual incentives in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each full time employee successfully completing one or more job training program applicable to a Company job available through the Concho Valley Workforce Development Board, payable to Company upon presentation of documentary evidence satisfactory to COSADC under generally accepted accounting and audit principals of employee's successful completion of the job training program. The cumulative sum of the individual incentives for employees' successful completion of such training programs shall not exceed FIFTY THOUSAND AND NO/100 DOLLARS **(\$50,000.00)**.

Table B-2 Summary of Incentives

Type of Incentive	Maximum Amount of Assistance
Capital Investment Grant	\$200,000.
Development Fee Rebates	\$ 1,000.00
	\$
Annual Tax Grants	\$14,123.00
Sales & Use Tax	\$ \$1,000.00
Job Creation Grant	\$250,000.00
Job Training Grant	\$ 50,000.00
Total	\$516,123.00

Notwithstanding anything to the contrary in this Agreement, the cumulative total of all incentive payments and reimbursements that may become payable to Company by COSADC under this Economic Development Performance Agreement shall not exceed \$516,123.00.

4. “ I hereby certify and warrant that during the time period from _____, 2016 through _____, 20____, (hereinafter the Report Period), the information provided on **Exhibit “E-1” Core Job Retention Summary** and on **Exhibit “C-1” Job Creation and Retention Summary** attached to this Affidavit and made a part hereof, are true and correct.

5. Attached hereto and made a part of this affidavit are true and correct copies of Company records created and maintained by Company under generally accepted accounting and audit principals required under the Agreement which verify the facts herein certified to by me. The records include IRS Form 941 and Employers Quarterly Federal Texas Workforce Commission “Employer’s Quarterly Report” (FORM C-4 03/06) for all quarters of the reporting period, payroll reports approved by COSADC Economic Development staff, and other Company records reasonably required by COSADC to verify the information stated in this Affidavit and included in the attached Exhibits.

Signature _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20__ by _____, proven to me on the basis of satisfactory evidence to be the person(s) who appeared before me, in his/her capacity as _____ of PRINCIPAL LED, LLC.

Notary Public, State of Texas

[illegible]

ה'תשנ"ב

Due by March 31 2018

Due by March 31 2019

2021 JOB RETENTION SUMMARY

Due by March 31 2022

Created FTE's Retained From Year Indicated	Total Annual Base Pay Retained FTE's	Total Annual Base Pay New & Retained	2021 Total Equivalent FTE's						
2017	\$			\$		\$			
2018	\$			\$		\$			
2019	\$			\$		\$			
2020	\$			\$		\$			
2021	\$			\$		\$			
	\$			\$		\$			
	\$			\$		\$			
Totals									

2022 JOB RETENTION SUMMARY

Due by March 31 2023

Created FTE's Retained From Year Indicated	Total Annual Base Pay Retained FTE's	Total Annual Base Pay New & Retained	2022 Total Equivalent FTE's						
	\$			\$		\$			
	\$			\$		\$			
2018	\$			\$		\$			
2019	\$			\$		\$			
2020	\$			\$		\$			
2021	\$			\$		\$			
2022	\$			\$		\$			
	\$			\$		\$			
Totals									

2023 JOB CREATION AND RETENTION SUMMARY

	\$			\$	\$	
	\$			\$	\$	
	\$			\$	\$	
2019	\$			\$	\$	
	\$			\$	\$	
	\$			\$	\$	
	\$			\$	\$	
	\$			\$	\$	
	\$			\$	\$	
Totals						

** Last FTE job creation is 2019 paid in 2020.

3. The following incentive payments in the sums indicated are due Principal LED LLC. under the terms of the Agreement for the following items:

Incentive	Amount
Rebates for Development Fee Waiver*	\$.00
Annual Tax Grant**	\$.00
Sale & Use Tax Rebate*	\$.00
Job Creation/Retention Incentives***	\$.00
Job Training Grants*****	\$.00
Total Request	\$.00

4. Attached hereto and made a part of this affidavit in support of this request for incentive payments in the sums indicated above are true and correct copies of Company records created and maintained by Company under generally accepted accounting and audit principals required under the Agreement which verify the facts herein certified to by me. The records include IRS Form 941 and Employers Quarterly Federal Texas Workforce Commission “Employer’s Quarterly Report” (FORM C-4 03/06) for all quarters of the reporting period, payroll reports approved by COSADC Economic Development staff, and other Company records reasonably required by COSADC to verify the information stated in this Affidavit.

5. Subject to payment of the foregoing requested sums for incentive payments above set forth, the undersigned hereby certifies on behalf of Company that there is no existing default or unfulfilled obligations on the part of COSADC in any of the terms and conditions of the Agreement, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default by COSADC under the Agreement.

6. The undersigned further certifies on behalf of Company that Company claims no defense against COSADC, and except as to the foregoing request, there is no payment due, incentive due, offset, rebate,

adjustment, concession, abatement, or other sum due or payable or other performance due by COSADC under the terms of the Agreement.

7. The undersigned acknowledges on behalf of Company that the Agreement includes grounds for forfeiture of incentive payments and that the foregoing request for incentive payments will be subject to possible forfeiture and repayment obligations as provided for in the Agreement.

Signature _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20__ by _____, proven to me on the basis of satisfactory evidence to be the person(s) who appeared before me, in his/her capacity as _____ of PRINCIPAL LED, LLC.

Notary Public, State of Texas

* Attach receipts for and proof of payment in full for fees, sales tax or construction work as applicable.

** Attach Company's ad valorem rendition statements and personal property tax reports along with applicable year assessment notice and proof of payment.

*** Attach Texas Workforce Commission "Employer's Quarterly Report" (FORM C-4 03/06) for all quarters of the reporting period; IRS Form 941 Employers Quarterly Federal Tax Returns for the year or other payroll reports as approved by Economic Development staff.

**** Attach proof of enrollment and satisfactory completion for each employee participant.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT
CORPORATION AND PRINCIPAL LED LLC

EXHIBIT “E”

**LISTING OF COMPANY’S CORE JOBS PLUS CURRENT FULL TIME POSITIONS
(FTE’s) AS OF BEGINNING OF 4TH QUARTER OF 2016**

Employee ID	Job Title	Job No.
XXX-XX-		1
XXX-XX-		2
XXX-XX-		3
XXX-XX-		4
XXX-XX-		5
XXX-XX-		6
XXX-XX-		7
XXX-XX-		8
XXX-XX-		9
XXX-XX-		10
XXX-XX-		11
XXX-XX-		12
XXX-XX-		13
XXX-XX-		14
XXX-XX-		15
XXX-XX-		16
XXX-XX-		17
XXX-XX-		18
XXX-XX-		19
XXX-XX-		2
XXX-XX-		21
XXX-XX-		22
XXX-XX-		23
XXX-XX-		24
XXX-XX-		25
XXX-XX-		26
XXX-XX-		27
XXX-XX-		28
XXX-XX-		29
XXX-XX-		30
XXX-XX-		31
XXX-XX-		32
XXX-XX-		33

[illegible]

The above listed positions will be utilized as the basis for calculating job creation and losses. Only the position and number will be utilized not specific employee identification.

EXHIBIT “E-1”

PRINCIPAL LED, LLC

CORE JOB RETENTION SUMMARY

Year	No. Core Jobs Jan 1st Rpt. Yr.	No. Core Jobs Dec. 31st Rpt Yr	Net No. Core Jobs retained during yr.
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Consider ratifying the City of San Angelo Development Corporation's (COSADC) approval of an Economic Development Agreement, Promissory Note and Deed of Trust by and between the City of San Angelo Development Corporation and ZP Kirby Park Villas, LP (R.Schneeman)

Summary/History:

This action fulfills COSADC's commitment made by resolution for a short term loan to support the project. The loan helped the competitiveness of the application at the Texas Department of Housing and Community Affairs and the project was awarded the tax credit. The plans are under review with our planning folks and the company expects to be under construction in mid-February. The value of this project is approximately \$10 million.

Kirby Park Villas is a proposed, 72-unit, new construction, multi-family housing development located in the Blackshear Revitalization Area of the City of San Angelo. The development is an Elderly Limitation deal serving seniors in the 30%, 50%, and 60% Area Median Income brackets. The development consists of a single, S-shaped, elevator served, wrap style building; an attached clubhouse complete with a community lounge, game room, and fitness center; as well as an outdoor picnic/barbeque area.

On December 16, 2015, the Board of Directors of COSADC adopted a resolution in support of the Project, which support was ratified by Board resolution adopted on February 24, 2016, and which approved the allocation of up to the sum of (\$20,000) in ½ cent sales tax revenues as a commitment for the Project, to be made in the form of a loan at three percent (3%) per annum, subject to approval of the City Council.

On December 15, 2015 the City Council adopted a resolution in support of the Project, and on January 17, 2017, further resolved identifying the Project as the development in the 2017 application pool for Low Income Housing Tax Credits (LIHTC) under federal law that contributes most significantly to the concerted revitalization efforts of the City in support of qualifying. Company has proposed to construct a senior affordable housing project of 72 to 80 individual units to be located at the southwest quadrant of East 29th Street and Martin Luther King, Jr. Drive, within the Blackshear Revitalization Area of the City of San Angelo, Texas, to be known as Kirby Park Villas.

Financial Impact:

\$20,000 in ½ cent sales tax revenues (affordable housing) as a commitment for the Project, to be made in the form of a repayment loan at three percent (3%) per annum.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------------|---|
| 1. | Economic Development Agreement | 5c3-17-217_COSADC_ZIMMERMAN_EDA_01-18-17.docx |
| 2. | Deed of Trust | 5c4-17-217_COSADC_ZIMMERMAN_PROMISSORY_DT_01-18-17.docx |
| 3. | Promissory Note | 5c5-17-217_COSADC_ZIMMERMAN_PROMISSORY_NOTE_01-18-17.docx |

Presentation:

N/A

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

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT
CORPORATION AND ZP KIRBY PARK VILLAS, LP.

This Agreement is entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation (“COSADC”) and ZP KIRBY PARK VILLAS, LP, a Texas limited liability company (“Company”), and shall be effective from and after the ___ day of _____, 2017 (the “Effective Date”).

RECITALS:

A. COSADC is a non-profit Type B development corporation created by the City of San Angelo pursuant to the Texas Development Corporation Act, Chapters 501 and 505 of the Texas Local Government Code (the “Act”), and is authorized by law to expend economic development sales and use tax proceeds for authorized projects, subject to approval of the City of San Angelo City Council. Such authorized projects include projects related to Affordable Housing and found by the board of directors to be required or suitable for the promotion of development and expansion of affordable housing as described by 42 U.S.C. Section 12745.

B. COSADC is authorized pursuant to the Act to provide a direct expenditure in the form of a loan that specifies repayment provisions on behalf of a business enterprise under an authorized project in accordance with a performance Agreement with the business enterprise which provides for the development and expansion of affordable housing.

C. Company has proposed to construct a senior affordable housing project of 72 to 80 individual units to be located at the southwest quadrant of East 29th Street and Martin Luther King, Jr. Drive, within the Blackshear Revitalization Area of the City of San Angelo, Texas, to be known as Kirby Park Villas. (hereinafter the “Project”).

D. On December 16, 2015, the Board of Directors of COSADC adopted a resolution in support of the Project, which support was ratified by Board resolution adopted on February 24, 2016, and which approved the allocation of up to the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000)

in ½ cent sales tax revenues as a commitment for the Project, to be made in the form of a loan at three percent (3%) per annum, subject to approval of the City Council.

E. On December 15, 2015 the City Council adopted a resolution in support of the Project, and on January 17, 2017, further resolved identifying the Project as the development in the 2017 application pool for Low Income Housing Tax Credits (LIHTC) under federal law that contributes most significantly to the concerted revitalization efforts of the City in support of qualifying.

F. On February 7, 2017, the City Council approved this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COSADC and Company agree as follows:

TERMS

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement for all purposes.

2. **TERM:** This Agreement shall become enforceable upon its Effective Date as first hereinabove provided. This Agreement shall automatically terminate upon full payment of the Promissory Note executed by Company payable to COSADC, plus accrued interest and any other applicable fee or penalty due and payable pursuant to the terms of the Promissory Note and Deed of Trust given by Company to COSADC as security for payment of the Note, provided that all provisions of this Agreement which must survive in order to give effect to their meaning will survive termination or expiration of this Agreement.

3. **COMPANY PERFORMANCE REQUIREMENTS:**

A. Company shall timely meet, comply with and maintain each of the Company performance requirements specified in this Agreement and in the terms of the Promissory Note and Deed of Trust executed by Company pursuant to this Agreement.

B. Company shall execute a Promissory Note payable to COSADC in the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.), accruing interest on the unpaid principal at three percent (3%) per annum. Accrued interest shall be payable in twelve (12) equal monthly installments of FIFTY DOLLARS (\$50) for the first twelve months from and after the Date of the Note, the first payment due and payable on the 30th day after said Date, and monthly thereafter on the same day for twelve consecutive months. Commencing on the same day of the thirteenth (13) month from the Date of the Note and on the same day of each month thereafter, for twenty-four (24) consecutive months, interest and principal shall be payable in 24 equal monthly installments of EIGHT HUNDRED FIFTY-SEVEN AND 48/100 DOLLARS (\$857.48), at which time any remaining unpaid principal balance and accrued interest not paid shall be immediately due and payable. The Note shall be secured by Deed of Trust of even date therewith. The Note and Deed of Trust shall be a form and content approved by the City Attorney's Office for the City of San Angelo. Company shall comply with the terms of the Note and Deed of Trust. The breach of any term or condition of the Note or Deed of Trust shall be deemed to also be a breach of this Agreement.

C. Company shall secure all plan reviews, permits and inspections applicable under city ordinance for all capital improvements for the Project, which shall be constructed in compliance with all applicable City codes and regulations.

D. Company shall provide a preference to the extent practicable for the purchase of construction materials and equipment for the Project from businesses that maintain establishments located in Tom Green County.

E. Company shall endeavor to take advantage of one or more job training programs available through the Concho Valley Workforce Development Board to the extent practicable, provided that such programs offer training applicable to Company jobs. Company shall present documentary

evidence from Concho Valley Workforce Development Board or sponsored program entity establishing any employee's successful completion of the job training program.

F. Company covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or, (b) is not authorized under the law to be employed in that manner in the United States.

G. Company shall commence construction on the Project on or before _____, 2017, and complete the Project to issuance of a certificate of occupancy within _____ months from commencement of construction. Within thirty days of completion of the Project, or at such earlier intervals as COSADC may request, Company shall provide an accounting to COSADC of construction of the Project inclusive of application of the principal sum of the loan.

H. Company shall construct the Project improvements and operate the Project for **two (2) years from date of completion** as evidenced by certificate of occupancy so as to continuously qualify the Project as affordable housing pursuant to 42 U.S.C. Section **12745**.

Comment [d1]: This time period is intended to equal 12 months for construction and 24 additional months to track the term of the Note.

4. **COSADC FUNDING:** Subject to Company complying with the performance requirements specified under this Agreement relating to delivery of a Promissory Note secured by Deed of Trust in a form and content approved by the City Attorney's Office, COSADC shall pay Company the principal sum of the Note; i.e. TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.) for application by Company to construction of the Project pursuant to terms and conditions of this Agreement. .

5. **RETENTION OF RECORDS:** Company shall maintain, in a manner that conforms to this Agreement, the fiscal records and supporting documentation for the Project for the greater of three (3) years from the end of the term of this Agreement, or such other period required by applicable law or regulation.

6. COMPLIANCE AUDIT AND INSPECTION RIGHTS: Upon reasonable prior written notice to Company, and without costs charged by Company to COSADC, Company shall allow COSADC access to and the right to examine and inspect any and all:

A. Accounting records of Company relating to Construction of the Project, plus any other records of Company that may be reasonably related to verification of compliance with all performance requirements under this Agreement, the Note and Deed of Trust; and

B. Books, accounts, records, and audit reports with supporting documentation belonging to, maintained or kept at the direction of Company pertaining to performance of this Agreement.

7. UNPAID PRINCIPAL DUE ON DEFAULT: If established by documentation of the parties relating to performance of this Agreement or by an audit conducted by COSADC under **Section 6**, “Compliance Audit and Inspection Rights”, COSADC may determine that Company has failed to meet or maintain a performance requirement entitling Company to receive or retain payments specified in this Agreement, in which event the full, unpaid principal sum of the Note, plus accrued interest thereon and any related fees or penalties shall automatically become immediately due and payable by Company without notice.

8. REPAYMENT TERMS ON DEFAULT: Company shall comply with the following terms upon default of the terms of this Agreement, the Note or Deed of Trust:

A. Upon notice of default the remaining unpaid balance of the Note, plus accrued interest thereon and any fee or penalty applicable there under, shall become immediately due and payable, and said sum shall there from accrue interest at the lesser of ten percent (10%) per annum or the maximum interest rate allowed by law until the forfeited sum and accrued interest thereon are paid in full.

B. Failure of Company to timely pay the sum of the payment or portion of payment determined to be due as herein provided, after notice, shall constitute a default by Company in addition to any other default, and shall entitle COSADC to terminate this Agreement and exercise all remedies available to it under this Agreement, at law, or in equity.

9. **AWARD OF AGREEMENT:** Company represents and warrants to COSADC that Company has not employed or retained any person or entity employed by COSADC to solicit or secure this Agreement and that Company has not offered to pay, paid, or agreed to pay any such person or entity any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

10. **PUBLIC RECORDS AND CONFIDENTIALITY:** Company understands that COSADC is subject to the Texas Public Information Act, Texas Government Code, Chapter 552 (TPIA), and that the public shall have access, at all reasonable times, to information pertaining to COSADC contracts, subject to the provisions of law. Company hereby consents to access by COSADC and the public to all information and documents subject to disclosure under applicable law. The confidentiality of Company's records, including Company information related to COSADC's economic development considerations and direct payments provided herein, will be maintained in accordance with and subject to all applicable laws, including the Texas Public Information Act. COSADC will, as required by the Texas Public Information Act, notify Company if a request relating to such proprietary information is received thereby permitting Company opportunity to protect such information from disclosure. Company acknowledges that the TPIA provides exceptions from the general requirement of disclosure of public information that may apply to Company trade secret, proprietary and confidential commercial financial information, and that Company will need to assert the interest of Company as provided under TPIA and at law for purposes of nondisclosure.

11. **REPRESENTATIONS AND WARRANTIES OF COMPANY:** Company represents and warrants to COSADC that as of the date hereof: (i) Company is a Texas limited partnership in good standing to transact business in the State of Texas, (ii) Company is not delinquent in the payment of any sums due the City of San Angelo, including but not limited to permit fees and occupational licenses, nor in the performance of any obligation to the City of San Angelo or COSADC, (iii) execution of this Agreement has been duly authorized by the governing body, managing member or general partner of Company and this Agreement is not in contravention of Company's regulations, or any Agreement or instrument to which

Company is a party or by which it may be bound as of the date hereof, (iv) no litigation or governmental proceeding is pending, or, to the knowledge of any of Company's officers or members threatened against or affecting Company, which may result in a material adverse change in Company's business, assets, liabilities, or operations sufficient to compromise Company as a viable, for profit going concern capable of performing pursuant to this Agreement, and (v) no written certificate or written statement herewith or heretofore delivered by Company to COSADC in connection herewith, or in connection with any transaction contemplated hereby, to the knowledge of any of Company's officers, members or partners, contains any untrue statement of a material fact or fails to directly disclose any material fact necessary to keep the statements contained therein from being misleading.

12. INDEMNIFICATION: Company shall indemnify, defend and hold harmless COSADC and its officers, 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 Company 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 Company or Company's agent, consultant under contract, or another entity over which Company exercises control, or its employees, agents or sub-providers (collectively referred to as "Company") (ii) the failure of Company to comply with any of the paragraphs herein or the failure of Company 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. Company 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 Company, or any of its sub-providers, as provided above, for which Company'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 Company 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 but thereafter so long as any liability could be asserted in regard to any acts or omissions of Company in performing Services under this Agreement.

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

14. INDEPENDENT CONTRACTOR: COSADC and Company acknowledge that Company is an independent contractor, and that no term or provision hereof or act of Company in performance of this Agreement shall be construed as making Company an agent or employee of COSADC. All officers, members, partners and employees of Company shall be solely responsible to Company, and COSADC shall not have any authority, responsibility, or liability with respect thereto.

15. NO JOINT VENTURE: It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture between the parties. COSADC, its past and future officers, employees and agents do not assume responsibilities or liabilities of any third party in connection with Company's operations or employees.

16. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

17. COSADC'S TERMINATION RIGHTS:

A. COSADC shall have the right to terminate this Agreement, by giving Company at least five (5) business days prior written notice of unavailability of funds for providing funding under the Project,

or if COSADC determines, in its sole discretion, that continuation of the Project is no longer in the public interest.

B. COSADC shall have the right to terminate this Agreement, without notice or liability to Company, upon the occurrence of an event of default in the performance of any Company performance requirement under this Agreement. In such event, COSADC shall not be obligated to pay any sum for funding or reimbursements to Company and **Company shall pay COSADC the remaining unpaid balance of the Note, plus accrued interest thereon and any fee or penalty applicable there under in accordance with Section 8 “Repayment Terms” of this Agreement. It is expressly agreed that this Agreement constitutes a single transaction. A failure of Company to perform any obligation it has under this Agreement may constitute a breach of the entire Agreement and terminate any further commitment by COSADC.**

C. The dissolution or termination of Company’s existence as a going business or concern, Company’s insolvency, appointment of receiver for Company’s assets, any assignment of all or substantially all of the assets for the benefit of creditor’s of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

18. ASSIGNMENT: This Agreement shall not be assigned by Company, in whole or in part, without the prior written consent of COSADC, **subject to approval of the City Council for the City of San Angelo,** which consent may be withheld or conditioned, in the sole discretion of the COSADC board of directors

19. NOTICES: All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by 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 deposited with the U.S. Mail or the date of actual receipt, whichever is earlier.

TO COMPANY:

TO COSADC:

ZP KIRBY PARK VILLAS, LP

Attn: Vaughn C. Zimmerman
1730 Republic Road, Ste. F
Springfield, Missouri 65804

CITY OF SAN ANGELO DEVELOPMENT .

Director of Economic Development
69 N. Chadbourne Street
San Angelo, TX 76903

20. CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and this Agreement is subject to amendment due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days written notice thereof to Company; or in the alternative at the election of COSADC, termination as herein provided.

21. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. The parties acknowledge that this Agreement can be performed in Tom Green County, Texas, and that venue for the resolution of any dispute between the parties relating to this Agreement shall be in Tom Green County, 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, City of San Angelo, or applicable federal law or regulation, 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 relating to the subject matter of the Agreement. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company or its suppliers, that prevent a Party from performing, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

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

H. In the event any legal action or proceeding is commenced between COSADC and Company to enforce provisions of this Agreement or to recover damages for breach, the prevailing party in such legal action shall be entitled to recover its costs and reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

I. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

J. Failure by either party on one or more occasions to exercise one or more of its rights under this Agreement shall not be construed as waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

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K. The provisions of this Agreement, which by their nature extend beyond the expiration or termination of the Agreement, will survive expiration or termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, **on the dates indicated below signatures.**

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

Bryan Kendrick, Secretary

Tommy Hiebert, President

Date: _____, 2017

ZP KIRBY PARK VILLAS, LP

By: Vaughn C. Zimmerman, President of ZIMMERMAN INVESTMENTS, LLC, Managing Member of ZIMMERMAN PROPERTIES, LLC, Managing Member of ZP KIRBY PARK HOUSING, LLC, Managing Member of ZP KIRBY PARK VILLAS, LP

By: _____
Vaughn C. Zimmerman, President of
ZIMMERMAN INVESTMENTS, LLC

Date: _____, 2017

APPROVED AS TO CONTENT:

APPROVED AS TO FORM

Roland Peña, Director of Economic Development

Dan T. Saluri Deputy City Attorney

**SUBORDINATE DEED OF TRUST,
SECURITY AGREEMENT
and
FINANCING STATEMENT**

Date: _____, 2017

GRANTOR: ZP KIRBY PARK VILLAS, LP

GRANTOR's Mailing Address:

E. Republic Rd., STE. F, Springfield, Missouri 65804.

TRUSTEE: Robert Salas

TRUSTEE's Mailing Address: 69 N. Chadbourne, San Angelo, Texas

BENEFICIARY: City of San Angelo Development Corporation

BENEFICIARY'S Mailing Address:

69 N. Chadbourne Street
San Angelo, TX 76903

Note:

Date: _____, 2017

Amount: TWENTY-THOUSAND AND NO/10 DOLLARS (\$20,000.)

Maker: ZP KIRBY PARK VILLAS, LP

Payee: City of San Angelo Development Corporation

Final Maturity Date: _____, 2020

Subordination of Deed of Trust: This Subordinate Deed of Trust shall be second and subordinate to that certain Deed of Trust dated _____, 2017, by and between ZP KIRBY PARK VILLAS, LP as "Grantor" and _____ as Trustee for the benefit of Southern Bank ("Bank") as Beneficiary to secure payment of that certain Promissory Note, ZP KIRBY PARK VILLAS, LP, "Payor" and Bank as "Payee" in the principal sum of _____ DOLLARS (\$ _____) (hereinafter referred to as "First Mortgage").

GRANTOR, for the purpose of securing the indebtedness herein described, and the further consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledged by GRANTOR, , and the further consideration, uses, purposes, and trusts herein set forth has SOLD,

Comment [PR1]: 36 months from the date of the execution of the promissory note.

Comment [d2]: Revise to reflect identification of each recorded lien for prior loans to which the COSADC note and D/T are to be subordinated.

GRANTED AND CONVEYED, and by these presents does SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and assigns, the following describe property:

Property (including any improvements): Land and improvements located at the [southeast or southwest] quadrant of the intersection of E. 29th Street and Martin Luther King Avenue, Tom Green County, San Angelo, Texas, and more particularly described in **Exhibit "A"** which is attached hereto and incorporated herein for all purposes, hereinafter collectively referred to as "Property";

TOGETHER WITH: all structures, construction materials, electrical wiring, switches, equipment, pipes, plumbing fixtures, furnaces, heating and air conditioning equipment, air handling equipment, ducts, fixtures and furnishings now or hereafter attached to, installed in, or used in or about the Property; all structures building materials and equipment now on or hereafter placed upon the Property for construction or installation in or on the Property, all of which shall for all purposes be deemed attached to and a part of said real Property; all rents, revenues, profits and security deposits or royalties incidental thereto or arising there from, but not the leases; all proceeds of insurance policies relating to the Property or the improvements, equipment or materials thereon; all plans, specifications, surveys, contracts and other documents relating to the use or construction of the Property; and all permits and licenses obtained for the construction of improvements on the Property.

TO HAVE AND TO HOLD unto said TRUSTEE, his successors or assigns, forever, and said GRANTOR does hereby expressly bind itself, its successors, and assigns to warrant and forever defend the title to said premises unto said TRUSTEE, his successors and assigns, against all persons whomsoever claiming, or to claim, the same or any part thereof, and said GRANTOR does specially covenant with the said TRUSTEE that it is seized of said Property in fee simple and entitled to convey the same, and that said GRANTOR will make such further assurance of title as may be necessary fully to confirm to the TRUSTEE the title to said premises, provided that no bond shall be required of any such TRUSTEE.

Should GRANTOR make prompt payment of the above described note as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this DEED OF TRUST and in the above described note, the terms of which are incorporated herein by reference thereto for all purposes, this DEED OF TRUST shall become null and void, and shall be released by BENEFICIARY at the expense of GRANTOR.

Grantor's Obligations

GRANTOR covenants and agrees :

1. to timely pay the principal and interest of the above described note in accordance with the terms thereof;
2. that GRANTOR hereby warrants that the above described Property, and each parcel thereof, are free from all liens and encumbrances except as herein provided, and that GRANTOR is lawfully seized of said property.
3. that in the event any lien, charge, or encumbrance other than the First Mortgage is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
4. to keep the Property in good repair and condition;
5. that in the event any portion of the described Property or improvements thereon are taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceedings shall, at the option of BENEFICIARY, be applied on the above described indebtedness.
6. to pay all taxes and assessments on the Property when due;
7. to preserve the lien's priority as it is established in this Subordinate Deed of Trust and to timely comply with all terms and conditions of the First Mortgage and Promissory Note secured thereby;
8. to maintain, in a form acceptable to BENEFICIARY, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless BENEFICIARY approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects BENEFICIARY with a standard mortgage clause;

Comment [d3]: Revise to reference all prior mortgages to which this D/T is subordinate.

Comment [d4]: Revise to reference all prior mortgages to which this D/T is subordinate

- e. provides flood insurance at any time the Property is in a flood hazard area; and
 - f. contains such other coverage as BENEFICIARY may reasonably require;
9. to comply at all times with the requirements of the 80% coinsurance clause;
10. to deliver the insurance policy to BENEFICIARY and deliver renewals to BENEFICIARY at least ten (10) days before policy expiration; and
11. to pay all debts and liabilities for labor, material and equipment incurred in the construction, maintenance, operation and development of the Property.
12. To comply at all times with the terms and conditions of that certain ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND ZP KIRBY PARK VILLAS, LP, relating to development of the Property.

Beneficiary's Rights

GRANTOR agrees that BENEFICIARY shall have the following rights and that GRANTOR shall have the corresponding obligations:

1. BENEFICIARY may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of TRUSTEE.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, BENEFICIARY is subrogated to all of the rights and liens of the holders of any debt so paid.
3. BENEFICIARY may apply any proceeds received under the insurance policy either to reduce the obligation or to repair or replace damaged or destroyed improvements covered by the policy.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the Obligation or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If GRANTOR defaults on the Note or fails to perform any of GRANTOR'S obligations under the note or this Deed of Trust or if default occurs on, the **First Mortgage**, a prior lien note or other instrument, and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may:
- a. Declare the whole of the note secured by this Deed of Trust, including unpaid principal, earned interest and all sums and expenses expended by BENEFICIARY for and in behalf of GRANTOR as herein provided, immediately due and payable, and institute suit for the collection of same, and for foreclosure of this Deed of Trust lien.
 - b. Declare the whole of the note secured by this Deed of Trust, including unpaid principal, earned interest and all sums and expenses expended by BENEFICIARY for and in behalf of GRANTOR as herein provided, immediately due and payable; direct the Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and, BENEFICIARY shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.
 - c. Perform or cause to be performed for and in behalf of GRANTOR any acts, conditions, obligations, and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorney's fees, court costs, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the lesser rate of 10% per annum, or at the maximum rate permitted by law, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above note and payable on demand.
7. In the event that a foreclosure hereunder should be commenced by the TRUSTEE, or his substitute or successor, BENEFICIARY may at any time before the sale of said property direct to said TRUSTEE to abandon the sale, and may then institute suit for the collection of said note and for the foreclosure of this Deed of Trust

Comment [d5]: Revise to reference all prior mortgages to which this D/T is subordinate

lien. It is further agreed that if BENEFICIARY should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that BENEFICIARY may at any time before the entry of a final judgment in said suit dismiss the same, and require the TRUSTEE, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

8. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

Trustee's Rights and Duties

TRUSTEE shall have the following rights and duties:

If requested by BENEFICIARY to foreclose this lien, TRUSTEE, or his successor or substitute, shall:

1. enforce this trust as herein provided and pursuant to law;
2. either personally or by agent give notice of any foreclosure sale as required by the Texas Property Code as then amended;
3. upon foreclosure sale, sell and convey all or part of the Property, "AS IS" to the highest bidder for cash with a general warranty binding GRANTOR, subject to prior liens and to other exceptions to conveyance and warranty, and without representation or warranty, express or implied by Trustee;
4. from the proceeds of the foreclosure sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to TRUSTEE of five (5) percent of the bid;
 - b. to BENEFICIARY, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to GRANTOR; and
 - d. to GRANTOR, any remaining balance; and,
5. be indemnified, held harmless, and defended by BENEFICIARY against all costs, expenses, and liabilities incurred by TRUSTEE for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including reasonable attorney's fees, incurred by TRUSTEE in defense of any action or proceeding taken against Trustee in that capacity.

Such sale and conveyance by the TRUSTEE shall be conclusive against GRANTOR, its successors and assigns.

General Provisions

1. If any of the Property is sold under this Deed of Trust, GRANTOR shall immediately surrender possession to the purchaser. If GRANTOR fails to do so, GRANTOR shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any TRUSTEE'S deed conveying the Property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
6. If GRANTOR, its successors or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be omitted and involuntary proceedings instituted or threatened, or should the Property hereinabove described be taken over by a receiver for GRANTOR, its successors or assigns, the note hereinabove described shall, at the option of the BENEFICIARY, immediately become due and payable, and the acting TRUSTEE may, to the extent permitted by law, proceed to foreclose this lien under the provisions of this Deed of Trust.
7. Any conveyance of the above described Property by GRANTOR without the prior written consent of the BENEFICIARY shall, at the option of the BENEFICIARY, mature all obligations and indebtedness secured hereby, without necessity of presentment of the promissory note, notice or demand, other than written notice to the maker of the indebtedness and obligations secured hereby that BENEFICIARY has elected to, and has matured said indebtedness and obligations, and has declared same immediately due and payable; and, Beneficiary may invoke any other remedies provided in this deed of trust for default.

8. GRANTOR assigns to BENEFICIARY all sums payable to or received by GRANTOR from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, BENEFICIARY may release any remaining sums to GRANTOR or apply such sums to reduce the Note. BENEFICIARY shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
9. GRANTOR assigns to BENEFICIARY absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. GRANTOR warrants the validity and enforceability of the assignment. GRANTOR may as BENEFICIARY'S licensee collect rent and other income and receipts as long as GRANTOR is not in default under the Note or this Deed of Trust. GRANTOR will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, GRANTOR may retain the excess. If GRANTOR defaults in payment of the Note or performance of this Deed of Trust, BENEFICIARY may terminate GRANTOR'S license to collect and then as GRANTOR'S agent may rent the Property if it is vacant and collect all rent and other income and receipts. BENEFICIARY neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. BENEFICIARY may exercise BENEFICIARY'S rights and remedies under this paragraph without taking possession of the Property. BENEFICIARY shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising BENEFICIARY'S rights and remedies and then to GRANTOR'S obligations under the Note and this Deed of Trust in the order determined by BENEFICIARY. BENEFICIARY is not required to act under this paragraph, and acting under this paragraph does not waive any of BENEFICIARY'S other rights or remedies. If GRANTOR becomes a voluntary or involuntary bankrupt, BENEFICIARY'S filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
10. Some of the items of property described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods or fixtures, THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING FROM THE DATE OF ITS FILING FOR RECORD IN THE REAL ESTATE RECORDS OF TOM GREEN COUNTY, TEXAS. The name of the record owner of said real estate is ZP KIRBY PARK VILLAS, LP. Information concerning the security interest created by this instrument may be obtained from the BENEFICIARY, as secured party.

11. The collateral and liens herein described, and all other collateral and liens securing any portion of any debt owed to BENEFICIARY hereof by GRANTOR or any Guarantor, or other person obligated to pay any debt hereby secured, shall also secure the notes herein described and all other debts of all such persons to the BENEFICIARY hereof, regardless of when such collateral, liens, or debts arise, now, in the past, or in the future.
12. Any default upon any debt, security instrument, or agreement of any nature between GRANTOR and the BENEFICIARY or any Guarantor shall, at BENEFICIARY'S option, also be a default on all debts, security instruments, and agreements between GRANTOR and BENEFICIARY, or GRANTOR and any Guarantor.
13. GRANTOR represents, warrants, promises, agrees, and conclusively stipulates that under no circumstances shall TRUSTEE or BENEFICIARY owe any fiduciary duty to GRANTOR. If BENEFICIARY takes or fails to take any action hereunder, then BENEFICIARY may do so purely for BENEFICIARY'S own benefit, and not for the benefit of GRANTOR or as GRANTOR'S agent.
14. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
15. When the context requires, singular nouns and pronouns include the plural.
16. The term *Note* includes all sums secured by this Deed of Trust, and all extensions, modifications, and renewals of the Note.
17. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
18. If GRANTOR and Maker are not the same person, the term *GRANTOR* shall include Maker.
19. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL

FIXTURES INCLUDED WITHIN THE PROPERTY AND SHALL ALSO BE EFFECTIVE AS A FINANCING STATEMENT COVERING ALL PERSONAL PROPERTY WHICH IS OWNED BY GRANTOR IN CONNECTION WITH THE PROPERTY AND IS TO BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS OF TOM GREEN COUNTY, TEXAS. THE MAILING ADDRESS OF GRANTOR IS SET FORTH ON THE FIRST PAGE OF THIS DEED OF TRUST AND THE ADDRESS OF THE BENEFICIARY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED IS THE ADDRESS OF THE BENEFICIARY SET FORTH ON THE FIRST PAGE OF THIS DEED OF TRUST.

20. This Deed of Trust is a construction mortgage (as that term is defined in Section 9.102(a)55 of the Business and Commerce Code in effect in the State of Texas) and secures an obligation incurred for the construction of improvements on the Property including the cost of the acquisition of the Property. It is understood and agreed that all funds to be advanced upon the Note are to be used in the construction of certain improvements on the Property.
21. An extension or extensions may be made of the time of payment of all or any part of the indebtedness secured hereby, and that any part of the described Property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrance, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any extension of the time of payment, or the release of a portion of said Property from this lien.
22. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

23. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

EXECUTED as of the date indicated below signature.

BORROWER::

ZP KIRBY PARK VILLAS, LP

By: Vaughn C. Zimmerman, President of ZIMMERMAN INVESTMENTS, LLC, Managing Member of ZIMMERMAN PROPERTIES, LLC, Managing Member of ZP KIRBY PARK HOUSING, LLC, Managing Member of ZP KIRBY PARK VILLAS, LP

Vaughn C. Zimmerman

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2017, by VAUGHN C. ZIMMERMAN, as President of ZIMMERMAN INVESTMENTS, LLC, Managing Member of ZIMMERMAN PROPERTIES, LLC, Managing Member of ZP KIRBY PARK HOUSING, LLC, Managing Member of ZP KIRBY PARK VILLAS, LP, on behalf of said company.

Notary Public in and for the State of _____

My commission expires: _____

Printed Name: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

PROMISSORY NOTE

Date: _____, 2017

Borrower: ZP KIRBY PARK VILLAS, LP

Borrower's Mailing Address: 1730 E.. Republic Rd., STE. F, Springfield, Missouri 65804.

Lender: CITY OF SAN ANGELO DEVELOPMENT CORPORATION

Lender's Mailing Address: 69 N. Chadbourne, San Angelo, Texas

Place for Payment: City of San Angelo, Office of Economic Development, 69 N. Chadbourne, Tom Green County, Texas 76903, or at any other place that Lender may designate in writing

Principal Amount: TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.)

Annual Interest Rate: 3.00%

The unpaid principal balance of this Note shall bear interest prior to maturity at a fixed rate of three percent (3.0%) per annum.

Maturity Date: _____ 2020

Annual Interest rate on matured, Unpaid Amounts: Any principal sum plus accrued interest thereon not paid on or before the date it become due and payable, shall incur interest at the annual rate of ten percent (10%) per annum, or the maximum rate permitted by law, whichever is less.

Terms of Payment (principal and interest): Accrued interest shall be payable in twelve (12) equal monthly installments of FIFTY DOLLARS (\$50) for the first twelve months from and after the Date first hereinabove provided, the first payment due and payable on the 30th day after said Date, and monthly thereafter on the same day for twelve consecutive months. Commencing on the same day of the thirteenth (13) month from the Date first hereinabove provided and on the same day of each month thereafter, for twenty-four (24) consecutive months, interest and principal shall be payable in 24 equal monthly installments of EIGHT HUNDRED FIFTY-SEVEN AND 48/100 DOLLARS (\$857.48), at which time any remaining unpaid principal balance and accrued interest not paid shall be immediately due and payable. All payments made shall be credited first to the discharge of the interest accrued and then to the principal.

The Borrower further agrees and understands that by the execution of this Note, those provisions included in the Deed of Trust and Security Agreement are hereby incorporated herein and made a part hereof as though fully set forth herein at length; that the Borrower or his successors will observe and perform said provisions; and that the references to Property, obligations, and parties in said provisions shall be construed to refer to the Property, obligations and parties set forth in this Note.

Unless modified or extended, Principal and interest shall become due and payable prior to maturity under the following terms and conditions which shall be deemed to be a default under this Note:

1. The Borrower fails to pay any part of the principal or accrued interest on or before the payment is due under this Note.

2. The Borrower sells the Property; or
2. The Borrower defaults in any of its obligations under that certain written ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN CITY OF SAN ANGELO DEVELOPMENT CORPORATION AND ZP KIRBY PARK VILLAS, LP, having an effective date of _____, 2017; or
3. The Borrower fails to comply with the terms of the Deed of Trust and Security Agreement of even date herewith executed by Borrower, as Grantor, to Robert Salas, Trustee on behalf of the City of San Angelo Development Corporation, and recorded in the official records of Tom Green County, Texas, (the "Deed of Trust").

Prepayment: Borrower reserves the right to prepay, prior to maturity, all or any part of the principal of this Note without penalty. Any prepayments shall be applied first to accrued interest and then to principal.

Property: The tracts of real property located at [the southeast or southwest] quadrant of the intersection of E. 29th Street and Martin Luther King, and [72 or 80] affordable multi-family affordable housing units and related appurtenances to be constructed thereon and more particularly described in **Exhibit "A,"** which is attached hereto and incorporated herein for all purposes, together with the following personal property: All fixtures, supplies, building materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property; All plans and specifications for development of or construction of improvements on the Property; All contracts and subcontracts relating to the construction of improvements on the Property; All accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property; All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property; All proceeds payable or to be payable under each policy of insurance relating to the Property; and All products and proceeds of the foregoing. Included in "Property" are all buildings, improvements, appurtenances now or hereafter erected on the Property.

Security for Payment: This Note is secured by a **Second** Deed of Trust and Security Agreement dated _____, 2017, from and executed by Borrower to **Robert Salas**, as Trustee, for the benefit of COSADC, which covers the Property described in said **Second** Deed of Trust and Security Agreement. Such Property includes the personal property described therein and the following real property described in **Exhibit "A,"** attached hereto. Included in "Property" are all buildings, improvements, appurtenances now or hereafter erected on the Property and all materials, equipment, fixtures and furnishings attached to, installed in or used in or about the Property; all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Property; all leases, rents, security deposits; all proceeds of insurance policies relating to the Property; all plans, specifications, surveys, contracts, and other documents relating to the use, construction, occupancy or leasing of the Property; and all permits and licenses obtained for the Property.

Comment [d1]: This may need to be revised to Third Deed of Trust if there are two superior mortgages.

The lien securing this Note will be subordinated by Lender to a lien securing payment of an additional Note to be executed by Borrower payable to the order of _____ Bank _____, San Angelo, Texas 76903, Lender, as senior lien holder (First Mortgage). Such future First Mortgage lien and subordination of the deed of trust securing this Note will be recorded in the official records of Tom Green County, Texas. Any default occurring in the payment of any part of

principal or interest of the First Mortgage or in observance of any covenants of the deed of trust securing it shall constitute a default under this Note and the deed of trust securing it.

Comment [d2]: This provision must be revised to identify each prior mortgage and include recording information for each prior Deed of Trust.

Other Security for Payment: Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This Note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

Default and Waiver Notices: If Borrower defaults in the payment of this Note or in the performance of any obligation in any instrument securing or collateral to this Note, and the default continues after Lender gives Borrower notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the Note immediately due. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Collection Costs: Borrower also promises to pay reasonable attorney's fees and court and other costs if this Note is placed in the hands of an attorney to collect or enforce the Note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the Note and will be secured by any security for payment.

Lawful Interest: Interest on the debt evidenced by this Note will not exceed the maximum rate or amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this Note and all other instruments concerning the debt.

Several Liability: Each Borrower is responsible for all obligations represented by this Note.

Mediation: Except as provided below, if Borrower or any surety, endorser, or guarantor has any dispute with Lender (including any matter arising out of this transaction, or any matter based on or arising out of an alleged tort), Borrower, surety, endorser, or guarantor shall give Lender written notice of the dispute and discuss the dispute with Lender in a good faith effort to resolve it. If the dispute cannot be resolved through negotiation, Borrower, surety, endorser, and guarantor agree to submit the dispute to mediation through a mediator selected by the parties. The parties will mediate in good faith. Provided however, if Borrower, surety, endorser, or guarantor default in the payment of the Note or any sums due under the Note or any instrument securing it, this paragraph shall not limit Lender's right to exercise any remedy, such as set off or foreclosure, or to obtain any provisional or ancillary remedy, such as injunctive relief or appointment of a receiver, before, after or during pendency of any mediation.

Construction: The terms Borrower and Lender and other nouns and pronouns include the plural if more than one. The terms Borrower and Lender also include their respective heirs, personal representatives, and assigns.

Severability: If a court of competent jurisdiction finds any provision of this Note to be invalid or

unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Note in all other respects shall remain valid and enforceable.

Governing Law, Venue: EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES MAY APPLY, THIS PROMISSORY NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS INSTRUMENT IS MADE AND IS PERFORMABLE IN TOM GREEN COUNTY, TEXAS, AND IN THE EVENT OF A DISPUTE INVOLVING THIS PROMISSORY NOTE OR ANY OTHER INSTRUMENT EXECUTED IN CONNECTION HERewith, BORROWER IRREVOCABLY AGREES THAT VENUE FOR SUCH DISPUTES SHALL BE IN ANY COURT OF COMPETENT JURISDICTION IN TOM GREEN COUNTY, TEXAS.

Waiver of Jury Trial: BORROWER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS NOTE OR ANY DOCUMENT PERTAINING TO OR SECURING THIS NOTE OR ANY CONDUCT, ACT OR OMISSION OF LENDER OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

Time is of the Essence: Time is of the essence of this Note and its terms.

Amendment: The terms of this Note may not be changed orally, but only by an agreement in writing signed by each of the parties.

Binding Agreement: This Note and all the covenants, promises, and agreements contained herein are binding upon and inure to the benefit of Borrower and Lender and their respective heirs, personal representatives, successors, and assigns.

Section Headings: Section headings or captions are for convenience only and are not to be used in interpreting the provisions of this Term Promissory Note.

BORROWER:
ZP KIRBY PARK VILLAS, LP

By: Vaughn C. Zimmerman, President of
ZIMMERMAN INVESTMENTS, LLC, Managing
Member of ZIMMERMAN PROPERTIES, LLC,
Managing Member of ZP KIRBY PARK
HOUSING, LLC, Managing Member of ZP KIRBY
PARK VILLAS, LP

By: _____
Vaughn C. Zimmerman, President of
ZIMMERMAN INVESTMENTS, LLC

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Consideration of adopting a resolution to:

1. Authorize a corrected special warranty deed, by which City of San Angelo Development Corporation conveyed property to the City of San Angelo, inadvertently omitting a reversionary interest intended by the parties and adopted at a regular meeting of Council on February 3, 2009; and
2. Acknowledge applicability of the reversionary provision in the corrected deed and authorize the execution of a special warranty deed and any related documents by the City Manager (C Preas)

Summary/History:

February 3, 2009, San Angelo City Council accepted the conveyance of a 40 acre tract out of Phase II, Industrial Park from City of San Angelo Development Corporation for the development of a commercial venture which would act as a catalyst for other development within the US 67 Gateway. Council Memo states, if such development is not achieved within one year, it is understood such property would be returned to COSADC as a resource for business recruitment purposes; however, the Special Warranty Deed from COSADC to City failed to include this reversionary interest. The property was placed out for bids (RFB PRO-02-09), and the bid was awarded April 7, 2009 to Lamesa Enterprises for the development of a drive in theater. In addition to awarding the bid, Council authorized the City to extend a sewer line approximately 3300 feet for \$150-\$170K to the 40 acre property line. Lamesa Enterprises was allowed up to 1 year to construct the facility.

The 40 acre tract was never transferred to Lamesa Enterprises and the facility was never constructed.

COSADC is requesting a Special Warranty Deed be prepared reconveying the 40 acre tract to COSADC, as detailed in the Council Memo and Consent Agenda dated February 3, 2009. To achieve the reconveyance, it is necessary for the City to accept a Corrected Special Warranty Deed which includes the reversionary interest held by COSADC.

Financial Impact:

The return of the 40 acre tract will allow COSADC to sell the property for development, thus placing the property on the tax rolls.

Other Information/Recommendation:

Attachments:

- | | |
|---------------------------------|----------------------------------|
| 1. Council Minutes Feb. 3, 2009 | Council Mintues Feb. 3, 2009.pdf |
| 2. Council Memo Feb. 3, 2009 | Council Memo Feb. 3, 2009.pdf |
| 3. Resolution | Resolution 40 Acres.docx |

Presentation:

None

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

CITY COUNCIL MINUTE RECORD

The City of San Angelo
Tuesday, February 3, 2009

Page 55
Vol. 101

OPEN SESSION

BE IT REMEMBERED City Council convened in a regular meeting at 10:00 A.M., Tuesday, February 3, 2009, in the San Angelo McNease Convention Center, 500 Rio Concho Drive, San Angelo, Texas. All duly authorized members of the Council, to-wit:

Mayor Joseph W. Lown
Councilmember John D. Fields, Jr.
Councilmember Dwain Morrison
Councilmember Johnny Silvas
Councilmember Emilio Perez-Jimenez
Councilmember Jon Mark Hogg
Councilmember Charlotte Farmer

were present and acting, thus constituting a quorum. Whereupon, the following business was transacted:

An invocation was given by Ami Mizell-Flint of the Jewish faith tradition.

PROCLAMATION

"Special Time of Prayer for Rain", February 7 and 8, 2009, was accepted by Mike Wyse, Chancellor of the Catholic Diocese of San Angelo.

Motion, to present the Proclamation, was made by Councilmember Morrison and seconded by Councilmember Silvas. Motion carried unanimously.

PUBLIC COMMENT

Mayor Lown read an announcement regarding the City of San Angelo's Insurance Services Organization (ISO) rating. In 2005 the City began preparations to implement changes necessary to improve our ISO Rating. This organization rates cities based on their ability to protect against property loss from fire which is then translated into monetary value on insurance premiums for that community.

To that end, the City has made great strides in improving their ability to protect our community against property loss from fire which has improved our rating from a 4 to a 3. This ISO change will be seen reflected in property owner's insurance premiums. The reduction from a 4 to a 3 should result in a 7-8% decrease in premiums for commercial property owners and a 1-2% decrease in premiums for residential property owners. This should become effective April 1, 2009.

Implementation of changes necessary to improve the City's ISO rating was due in large part to combined efforts of various City departments and through the commitment of the City Council and Management. Departments involved include: Fire Department, Water Department, Operations, Public Safety Communications, Building Inspections and Permits, and the Fire Marshal's Office.

Fire Chief Dunn expounded on the rating process and the mechanism utilized to obtain such ratings. He advised there were no monetary changes required for this particular rating decrease. A #2 rating would equate to approximately \$3M in premium savings which would result in a \$7.5M economic impact for the community.

CONSENT AGENDA

APPROVAL OF THE JANUARY 20, 2009 CITY COUNCIL REGULAR MEETING MINUTES

AWARD OF BIDS(S) AND AUTHORIZATION FOR THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY RELATED DOCUMENTS:

CS-07-09: Police Patrol Units Computers, Texas DIR #DIR-SDD-531, Insight Public Sector SLED (Tempe, AZ), \$44,044.79

CS-08-09: Parks and Water Reclamation Mowers, Buyboard Quote #292-08, Waukesha-Pearce (Houston, TX), \$45,073.00

ACCEPTANCE OF THE PROPERTY BID PRO-04-08 AT 3375 JAYCEE ROAD (LOT 1, BLOCK 1, SECTION 1, MIDDLE CONCHO GROUP) FROM JAMES WOMACK IN THE AMOUNT OF \$60,250.00

ADOPTION OF RESOLUTIONS AUTHORIZING THE MAYOR TO EXECUTE TAX DEEDS AUTHORIZING THE SALE OF TAX LOTS:

Magnolia St, Lots 1 & 2, Block 2, Avondale Addition (Fuson), B-99-0081-T

215 W 15th Street, Lot 4, Block 1, Lasker Addition (Rangel), B-4673-B

2200 Lillie Ave, West one-half of Lot 8, Block 4, Home Acres Addition (Galilee Community Development Corporation), Instrument No. 640791

APPROVAL OF A RESIDENTIAL LEASE RENEWAL AT LOT 11, BLOCK 2, GROUP LINCOLN PARK, 6441 LINCOLN PARK EAST (BARBER), AND AUTHORIZATION FOR THE WATER UTILITIES DIRECTOR TO EXECUTE THE SAME

APPROVAL OF RECOMMENDED CHANGES TO THE COMMUNITY DEVELOPMENT HOUSING GUIDELINES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION PROGRAM

AUTHORIZATION FOR THE COMMUNITY DEVELOPMENT DIVISION TO APPLY FOR NEIGHBORHOOD STABILIZATION PROGRAM GRANT FUNDS IN THE AMOUNT OF \$1.2M AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE RELATED DOCUMENTS

AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF SAN ANGELO AND DONALDSON ARCHITECTURE AND FACILITIES PLANNING FOR THE PROFESSIONAL SERVICES EXPANSION PROJECT AT THE CHASE STATE OFFICE BUILDING IN THE AMOUNT OF \$84,700.00

AUTHORIZATION FOR THE MAYOR TO EXECUTE ACCEPTANCE OF A DEED CONVEYING 40 ACRES IN PHASE II OF THE SAN ANGELO BUSINESS AND INDUSTRIAL CENTER (INDUSTRIAL PARK) FROM THE SAN ANGELO DEVELOPMENT CORPORATION FOR THE DEVELOPMENT OF A COMMERCIAL VENTURE WHICH WOULD ACT AS A CATALYST FOR OTHER SUCH DEVELOPMENT WITHIN THE US 67 GATEWAY

SECOND HEARING AND ADOPTION OF AN ORDINANCE AMENDING THE 2008-2009 BUDGET FOR NEW PROJECTS, GRANTS, AND CONTRIBUTIONS

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008, AND ENDING SEPTEMBER 30, 2009, FOR NEW PROJECTS, GRANTS, AND CONTRIBUTIONS WHICH NECESSITATE BUDGET AMENDMENTS

Councilmember Perez-Jimenez requested the Agreement for Architectural Services between the City and Kinney Architects for the North Concho River Parks and Trails Rehabilitation Project be considered during the Regular Session. Council concurred.

Motion, to approve the Consent Agenda, as presented, with the exception of #10, was made by Mayor Lown and seconded by Councilmember Hogg. Motion carried unanimously.

Annex A, Page 63, "Resolution"
Annex B, Page 65, "Resolution"
Annex C, Page 67, "Resolution"
Annex D, Page 69, "Ordinance"

REGULAR AGENDA: PUBLIC HEARING AND COMMENT

PUBLIC HEARING AND COMMENT

APPROVAL OF AN AMENDMENT TO THE AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN THE CITY AND KINNEY ARCHITECTS FOR THE NORTH CONCHO RIVER PARKS AND TRAILS REHABILITATION PROJECT AND AUTHORIZATION FOR THE MAYOR AND/OR THE CITY MANAGER TO EXECUTE SAID AGREEMENT AMENDMENT

Parks & Recreation Director Carl White and Assistant City Manager Rick Weise reviewed the project and noted the existing financial commitment for design of the project increased from \$217,500.00 to \$882,242.20, which would be entirely funded with allocated 4B half-cent sales tax funding. Originally the fees for design were based on 6.675% of estimated construction costs of \$13,070,255, for the expanded scope of the project. Since submittal to Council, Mr. Kinney has agreed to lower the amount to 6.25% or \$816,890.94 of the estimated construction costs.

Responding to a question from Councilmember Hogg, Mr. White and Mr. Weise explained originally the design fees were for one segment of the project, since the December 2008 joint meeting, staff was directed to design and expanded scope of construction drawings for the entire project from Kirby Park to Bell Street with the exception of the portion between Edmond Blvd. and 19th Street which will be conceptually designed. Thereby increasing design cost from \$217K to \$816K. He informed the conceptual designs would be available for future construction of the area, thereby maintaining a consistent concept. City Manager Harold Dominguez reviewed the cost estimates for each project segment and added it would be expensive to complete designs for the entire area; raw land may require additional monies due to the unknown. He noted the other areas already have infrastructure in place and are easier to design.

Motion, to approve amendment to the Agreement for Architectural Services between the City and Kinney Architects for the North Concho River Parks and Trails Rehabilitation Project and authorize the Mayor and/or the City Manager to execute said agreement amendment, was made by Councilmember Hogg and seconded by Councilmember Farmer.

Citizen Norma Gilman spoke in support of the improvements commenting on the trail and bank erosion.

Discussion was held on the funding and project implementation. Mr. Weise and Mr. Dominguez stated funding options are available through the half cent sales tax and grant opportunities. Mr. Weise stated serious grant consideration is given when design plans are available.

A vote was taken on the motion on the floor. Motion carried unanimously.

DOWNTOWN SAN ANGELO 2008 4TH QUARTER UPDATE

DSA President Bob Stribling presented background information.

Responding to a question from Councilmember Silvas, Mr. Stribling stated no updates are available regarding ASU housing in the former Western Mattress & Furniture building at 117 E. Concho Street.

REMANDMENT OF A REQUEST FOR SUPPORT FOR THE KEEP SAN ANGELO BEAUTIFUL 2009 GREAT AMERICAN CLEANUP

Former KSAB Liaison JoAnn Perez informed Council authorized approximately \$20K for the event in 2007. In conclusion, Mayor Lown suggested staff resubmit the request once the appropriate budget procedure was followed and arranged through the interested parties. Council concurred.

SECOND PUBLIC HEARING AND ADOPTION OF AN ORDINANCE AMENDING CHAPTER 11, UTILITIES AND SOLID WASTE, SECTION 11.306-BILLING, REGARDING THE DELINQUENCY PROCESS

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 11.300 OF THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS, BY AMENDING SECTION 11.306(a) ENTITLED "BILLING" AND AMENDING APPENDIX "A", "FEE SCHEDULE", ARTICLE 8.000 "UTILITY RELATED FEES", SECTION 8.700(a)(1), "WATER BILLING CHARGES", BY REVISING THE DUE DATE FOR PAYMENT OF WATER UTILITIES BILLS AND ELIMINATING THE DELINQUENT NOTICE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

Water Billing & Collection Manager JoAnn Perez presented background information.

Motion, to adopt an Ordinance amending Chapter 11, Article 11.300 of the Code of Ordinances of the City of San Angelo, Texas, by amending Section 11.306(a) entitled "Billing" and amending Appendix "A", "Fee Schedule", Article 8.000 "Utility Related Fees", Section 8.700(a)(1), "Water Billing Charges", by revising the due date for payment of water utilities bills and eliminating the delinquent notice; providing for severability and providing for an effective date, was made by Mayor Lown and seconded by Councilmember Fields. AYE: Lown, Fields, Silvas, Perez-Jimenez, Hogg, and Farmer NAY: Morrison. Motion carried 6-1.

Annex E, Page 71, "Ordinance"

FIRST PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO

Z 09-01: Duane Riddle

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: 225 South Adams Street at the northwest corner of South Adams Street and West Twohig Avenue in central San Angelo, applying a Historic Overlay Zone (landmark); PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

Planner Shelley Rohmfeld offered to present background information.

Motion, to introduce an Ordinance amending Chapter 12, Exhibit "A" of the Code of Ordinances, City of San Angelo, Texas, which said Exhibit "A" of Chapter 12 adopts zoning regulations, use districts and a zoning map, in accordance with a comprehensive plan, by changing the zoning and classification of the following property, to wit: 225 South Adams Street at the northwest corner of South Adams Street and West Twohig Avenue in central San Angelo, applying a Historic Overlay Zone (landmark); providing for severability and providing a penalty, was made by Mayor Lown and seconded by Councilmember Morrison. Motion carried unanimously.

FIRST PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO

Z 09-02: Richard & Mary Premo

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE

FOLLOWING PROPERTY, TO WIT: 724 Preusser Street at the northwest corner of Preusser and North Pope Streets in central San Angelo, applying a Historic Overlay Zone (landmark); PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

Planner Shelley Rohmfeld offered to present background information.

Motion, to introduce an Ordinance amending Chapter 12, Exhibit "A" of the Code of Ordinances, City of San Angelo, Texas, which said Exhibit "A" of Chapter 12 adopts zoning regulations, use districts and a zoning map, in accordance with a comprehensive plan, by changing the zoning and classification of the following property, to wit: 724 Preusser Street at the northwest corner of Preusser and North Pope Streets in central San Angelo, applying a Historic Overlay Zone (landmark); providing for severability and providing a penalty, was made by Mayor Lown and seconded by Councilmember Morrison. Motion carried unanimously.

Responding to a question from Councilmember Perez-Jimenez, Planning & Development Services Director Shawn Lewis stated staff coordinate the request with the Tom Green County Appraisal District in order for the individual to receive the 20% discount on their City tax portion.

FIRST PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE ALLOWING A SINGLE DRIVEWAY APPROACH ON THE NORTH SIDE OF SHAMROCK DRIVE BETWEEN ROSEMONT AND JADE DRIVES, WHICH WOULD OTHERWISE BE PROHIBITED BY THE TERMS OF AN ORDINANCE APPROVED BY CITY COUNCIL ON SEPTEMBER 16 OF 2008

AN ORDINANCE AMENDING THE TERMS AND CONDITIONS OF A PREVIOUS ORDINANCE APPROVED ON SEPTEMBER 16 OF 2008 AND WHICH PROVIDES FOR ABANDONMENT AND CLOSING OF THE FOLLOWING PUBLIC RIGHT-OF-WAY, TO WIT: the complete 50-foot width of right-of-way available for Rosemont Drive extending north for a distance of 150 feet from its intersection with right-of-way for Shamrock Drive in southwest central San Angelo, SPECIFICALLY ALLOWING AN OTHERWISE PROHIBITED DRIVEWAY APPROACH ON THE NORTH SIDE OF SHAMROCK DRIVE BETWEEN ROSEMONT AND JADE DRIVES; AND PROVIDING ADDITIONAL TERMS AND CONDITIONS FOR THE CHARACTER AND USE OF ANY SUCH DRIVEWAY APPROACH

Planning & Development Services Director Shawn Lewis presented background information and noted the request from Angelo State University included an emergency vehicle access and trash truck gate.

Councilmember Hogg clarified the access did not allow for service vehicle access, and suggested such be included in the motion. He acknowledged Fire Chief Brian Dunn was in support of the gated request.

Nearby residents Fran Gregg, Ricky Lynn, Don Wellen, and Kenny Wright spoke in opposition of the changes, safety concerns, and construction delays.

ASU Planning and Construction director John Russell expressed his concerns with the construction delays which are beyond their control; however, project should be complete by the end of the month. Councilmember Hogg added delays are a result of the redesign from the September 2008 meeting, specifically regarding emergency vehicle access. He supported the concept from a public safety point of view, i.e. OptiCom or similar system, and noted the ordinance should clarify the maintenance of the system and gate is ASU's responsibility.

Motion, to approve ASU's request with the following added restrictions: utilize OptiCom or similar system, require maintenance of the system and gate ASU's responsibility, and restricted access to trash and public safety vehicles, was made by Councilmember Hogg and seconded by Mayor Lown.

Mr. Russell stated if adopted on 2/17, a purchase order will be submitted for the OptiCom system.

Additional discussion was held regarding fire truck access and prior discussion access point details.

Councilmember Perez-Jimenez remarked as a homeowner and a citizen, he sympathized with the citizen's concerns; however, the item has been discussed and concept approved. Councilmember Hogg added at the prior meeting, ASU did not fully address all the details, i.e. trash access and another access point. City Manager

Harold Dominguez stated that initially the Texas Tech Fire Marshal was not included in the discussions. Since then both entities are aware. Mr. Russell stated any future constructions plans will be forwarded to the Marshal and work closely with the City of San Angelo.

Councilmember Morrison remarked and stated the following quote, "The greatest cause of problems is solutions."

A vote was taken on the motion on the floor. AYE: Lown, Fields, Morrison, Silvas, Hogg, and Farmer NAY: Perez-Jimenez. Motion carried 6-1.

Motion, to introduce an Ordinance amending the terms and conditions of a previous ordinance approved on September 16 of 2008 and which provides for abandonment and closing of the following public right-of-way, to wit: the complete 50-foot width of right-of-way available for Rosemont Drive extending north for a distance of 150 feet from its intersection with right-of-way for Shamrock Drive in southwest central San Angelo, specifically allowing an otherwise prohibited driveway approach on the north side of shamrock drive between Rosemont and Jade Drives; and providing additional terms and conditions for the character and use of any such driveway approach, including approving ASU's request with the following added restrictions: utilize OptiCom or similar system, require maintenance of the system and gate ASU's responsibility, and restricted access to trash and public safety vehicles, was made by Councilmember Hogg and seconded by Mayor Lown.

RECESS

At 11:37 A.M., Mayor Lown called a recess.

RECONVENE

At 11:56 A.M., Council reconvened, and the following business was transacted:

AUTHORIZATION TO TRANSFER BOOKINGS AND EVENT SERVICES OF PECAN CREEK PAVILION FROM LAKE AND PARK POLICE TO CIVIC EVENTS, AND INCREASING PAVILION'S RENTAL RATE

Civic Events Manager Anthony Wilson offered to present background information.

Motion, to authorize transfer of bookings and event services of Pecan Creek Pavilion from Lake and Park Police to Civic Events, and increasing pavilion's rental rate, was made by Councilmember Perez-Jimenez and seconded by Councilmember Hogg. Motion carried unanimously.

FIRST PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE AUTHORIZING THE CITY MANAGER, ASSISTANT CITY MANAGERS, AND THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES TO EXECUTE RELEASES OF ENVIRONMENTAL CONTROL LIENS WHEN SUCH LIENS ARE PAID

City Attorney Mindy Ward presented background information and informed the changes were due to the reorganization and retirement of the Health Administrator. She explained the nature of such liens.

Motion, to introduce an Ordinance authorizing the City Manager, Assistant City Managers, and the Director of Planning and Development Services to execute Releases of environmental control liens when such liens are paid, was made by Mayor Lown and seconded by Councilmember Farmer. Motion carried unanimously.

FIRST PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE ORDERING THE GENERAL ELECTION FOR MAY 9, 2009

AN ORDER CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING MUNICIPAL OFFICERS FOR MAY 9, 2009

PRIMERA AUDIENCIA PÚBLICA Y INTRODUCCIÓN DE UNA ORDENANZA QUE PIDE LA ELECCIÓN GENERAL PARA EL 9 DE MAYO DE 2009

UN DECRETO CONVOCADO UNA ELECCION GENERAL PARA LA ELECCION DE OFICIALES MUNICIPALES PARA EL 9 DE MAYO DE 2009

Motion, to introduce an Order calling a General Election for the purpose of electing municipal officers for May 9, 2009 (un Decreto convocado una Eleccion General para la eleccion de oficiales municipales para el 9 de mayo de 2009), was made by Mayor Lown and seconded by Councilmember Silvas. Motion carried unanimously.

EXECUTIVE/CLOSED SESSION

At 11:56 A.M., Council convened in Executive Session under the provision of Title 5, Texas Government Code, Section 551.087 to discuss an offer to a company or companies with whom the City of San Angelo is conducting economic development negotiations and which the City of San Angelo seeks to have locate, stay, or expand in San Angelo; and Section 551.071 to consult with attorney with regard to Skyline lease

OPEN SESSION (continued)

At 1:05 P.M. City Council concluded the Executive/Closed Session whereupon the following business was transacted:

RECESS

At 1:05 P.M., Mayor Lown called a recess.

RECONVENE

At 1:18 P.M., Council reconvened, and the following business was transacted:

FOLLOW UP AND ADMINISTRATIVE ISSUES

CONSIDERATION OF MATTERS DISCUSSED IN EXECUTIVE/CLOSED SESSION

Councilmember Fields excused himself from the vote and left the meeting.

Motion to direct City Attorney's office to pursue termination of the Skyline Aviation lease at San Angelo Regional Airport, was made by Mayor Lown and seconded by Councilmember Hogg. Motion carried unanimously 6-0.

Councilmember Fields returned to the meeting.

APPROVAL OF VARIOUS BOARD NOMINATIONS BY COUNCIL AND DESIGNATED COUNCILMEMBERS:

Civic Events Board: Jennifer Odom (SMD4) to an unexpired term October 2011

Ft. Concho Board: Steve Tefas (SMD2) to a 1st term January 2012

Recreation Board: Randy Swick (SMD2) to a 2nd term April 2011 and Jeff Helton (SMD6) to a 2nd term April 2011

Motion, to approve various Board nominations by Council and designated Councilmembers, with the exception of Mr. Swick, was made by Mayor Lown and seconded by Councilmember Perez-Jimenez. Motion carried unanimously.

CONSIDERATION OF FUTURE AGENDA ITEMS

Mayor Lown recalled discussions from the Mayor's Conference regarding a fitness summit and requested consideration. He noted this as an opportunity to work with City Council to create a Mayor/Council fitness initiative with health advocate Randy Coleman chairing the initiative. He will present the idea for minimal or no expense.

City Manager Harold Dominguez stated staff will present an update on information related to smoking ordinance. Mayor Lown requested staff also present the City of Odessa ordinance. Councilmember Silvas suggested postponing the presentation due to state level pending legislation. Council concurred.

City Manager Harold Dominguez distributed the proposed February 17, 2009 Agenda and solicited Council comments and suggestions.

ADJOURNMENT

Motion, to adjourn, was made by Councilmember Morrison and seconded by Councilmember Silvas. Motion carried unanimously.

The meeting adjourned at 1:24 P.M.

THE CITY OF SAN ANGELO



Joseph W. Lown, Mayor

ATTEST:



Alicia Ramirez, City Clerk

Annexes A - E

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.)

Memo

Date: January 27, 2009
To: Mayor and Councilmembers
From: Kathy Keane, SADC Executive Director/Economic Development Manager
Subject: Agenda Item for February 3rd Council Meeting
Contact: Kathy Keane, 653-7197
Caption: Consent Item

CONSIDERATION OF AUTHORIZING THE MAYOR TO EXECUTE ACCEPTANCE OF A DEED CONVEYING 40 ACRES IN PHASE II OF THE SAN ANGELO BUSINESS AND INDUSTRIAL CENTER (INDUSTRIAL PARK) FROM THE SAN ANGELO DEVELOPMENT CORPORATION FOR THE DEVELOPMENT OF A COMMERCIAL VENTURE WHICH WOULD ACT AS A CATALYST FOR OTHER SUCH DEVELOPMENT WITHIN THE US 67 GATEWAY

Summary: As a partner in the economic sustainability of the City of San Angelo and the region, the San Angelo Development Corporation desires to convey 40 acres of its property in Phase II of the Industrial Park which was recently identified as a catalyst location for commercial development by the private sector. Such planned development should be designed to add vibrancy to San Angelo's most attractive gateway corridors and provide both regional and destination appeal.

History: Recent amendments to the City's Comprehensive Plan reveals the need to master plan the San Angelo Business and Industrial Center to make best use out of the acreage and accommodate the real estate market that exists in San Angelo. The San Angelo Development Corporation supports the long-range vision of this document and sees this action as a way to encourage the mixed use development of this area.

Financial Impact: It is proposed that the City would solicit bids for a commercial development venture compatible to the area and receive a market based sales price for the property.

Other Information/Recommendation: The San Angelo Development Corporation suggests the bids be structured so that any development in this gateway corridor would aesthetically compliment other commercial and educational development in the vicinity. Should such development not be achieved within one year, it is understood such property would be returned to SADC as a resource for business recruitment purposes.

Attachment: Property Description. Deed will be forwarded at a later date.

Presentation: None

Publication: No requirement

A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE CITY MANAGER TO EXECUTE A CORRECTION SPECIAL WARRANTY DEED, CORRECTING THAT CERTAIN SPECIAL WARRANTY DEED DATED MAY 1, 2009, CITY OF SAN ANGELO DEVELOPMENT CORPORATION (COSADC), GRANTOR AND CITY OF SAN ANGELO, GRANTEE, CONVEYING 40 ACRES OF LAND OUT OF PHASE II OF THE SAN ANGELO BUSINESS & INDUSTRIAL PARK, WHICH DEED INADVERTENTLY OMITTED A REVERSIONARY INTEREST INTENDED BY THE PARTIES TO BE RETAINED BY COSADC; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED RECONVEYING THE PROPERTY TO COSADC PURSUANT TO THE REVERSIONARY INTEREST.

WHEREAS, at a regular meeting of City Council on February 3, 2009, Council accepted the conveyance from City of San Angelo Development Corporation (COSADC) of 40 acres of land out of Phase II, San Angelo Business & Industrial Park, more particularly described in Exhibit "A" attached hereto ("Property") for the development of a commercial venture which would act as a catalyst for commercial development of other land in the Industrial Park; and

WHEREAS, the minutes of said Council meeting include a Memo which provides that if such commercial venture development is not achieved by City within one year, the Property would revert back to COSADC; and,

WHEREAS, the Special Warranty Deed conveying the Property from COSADC to City inadvertently failed to include the intended reversionary interest; and,

WHEREAS, COSADC and City are in agreement that the Property has not been developed as anticipated and that a Correction Special Warranty Deed be executed by the parties for purposes of including the reversionary provision, thereby permitting the Property to be reconveyed to COSADC due to non-development; and

WHEREAS, pursuant to such Correction Special Warranty Deed, City shall reconvey the Property to COSAD as originally intended;

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

(1) The City Manager is hereby authorized and directed to execute a Correction Special Warranty Deed correcting that certain Special Warranty Deed dated May 1, 2009, COSADC, Grantor, and City of San Angelo, Grantee, conveying 40 acres of land out of Phase II, San Angelo Business & Industrial Park, more particularly described in Exhibit "A", by adding the intended reservation of a reversionary interest in COSADC; and,

(2) The City Manager is hereby authorized and directed to execute a Special Warranty Deed reconveying the described 40 acre tract of land to COSADC pursuant to the terms of the reversionary interest included in the Correction Special Warranty Deed.

APPROVED AND ADOPTED ON THE _____ DAY OF _____, 2017.

THE CITY OF SAN ANGELO

Attest: _____
Bryan Kendrick, City Clerk

Dwain Morrison, Mayor

Approved As to Content:

Approved As to Form:

Cindy S. Preas, Real Estate Manager

Theresa James, City Attorney

Exhibit "A"

FIELD NOTES

40.000 Acres

January 21, 2009
09-A-0082

Being an area of 40.000 acres of land out of C. C. S. D. & R. G. N. C. R. R. Co. Survey 1111, Abstract No. 4252 and J. Fenner Survey No. 1, Abstract No. 4985, City of San Angelo, Tom Green County, Texas and said 40.000 acre tract also being out of that contain 406.674 acre tract described and recorded in Volume 798, Page 801, Official Public Records of Real Property of Tom Green County, Texas and said 40.000 acre tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" iron rod with cap set for the north corner of this tract in the southeast right-of-way line of U. S. Highway 67 & 277, in the northwest line of said 406.674 acre tract and said beginning corner being 853.95 feet S. 32° 48' 47" W. from the north corner of said 406.674 acre tract;

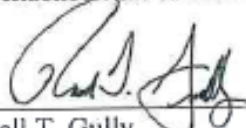
Thence with the northeast line of this tract and across said 406.674 acre tract, S. 15° 16' 04" E. 1515.14 feet to a 1/2" iron rod with cap set for the east corner of this tract;

Thence with the southeast line of this tract, S. 32° 48' 47" W. 1156.52 feet to a 1/2" iron rod with cap set for the south corner of this tract;

Thence with the southwest line of this tract, N. 15° 06' 04" W. 1515.14 feet to a 1/2" iron rod with cap set for the west corner of this tract;

Thence with the northwest line of this tract and said 406.674 acre tract and the southeast line of said U. S. Highway 67 & 277, N. 32° 48' 47" E. 1156.52 feet to the place of beginning and containing an area of 40.000 acres of land.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Consideration of adopting a resolution authorizing the San Angelo Police Department to apply for \$37,500 from the Justice Assistance Grant Program (F.Carter)

Summary/History:

The State of Texas announced that federal funds are available under the Justice Assistance Grant Program (JAG) from the Office of the Governor. The San Angelo Police Department is asking for authorization to apply for funds from this program for Ballistic Shields and Tactical Helmets for the SWAT team and new targets for the Police gun range. The Ballistic Shields will be used by the SWAT team at high risk calls to protect the officers from gunfire. The Tactical Helmets will replace the helmets used by the SWAT team. The new helmets will include updated radio equipment compatible with the new radio system. The targets will replace the current steel targets at the gun range for officer training.

Financial Impact:

There is no requirement for matching funds. The San Angelo Police Department will apply for \$37,500 from the grant and if awarded these funds will increase the Police Department Budget.

Other Information/Recommendation:

The grant application must be submitted by February 20, 2017 to be eligible for review.

Attachments:

1. Resolution 17-257_PD JAG Grant 2017-2018 Resolution.doc

Presentation:

No

Approvals/Reviews:

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

**RESOLUTION APPROVING THE SAN ANGELO POLICE DEPARTMENT
TO APPLY FOR THE EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM (JAG)**

WHEREAS, the City Council of the City of San Angelo finds it in the best interest of the citizens of San Angelo, Texas that a SWAT Equipment and Training Program be operated for the 2017-2018 fiscal year; and

WHEREAS, the San Angelo Police Department would request a grant in the amount of \$37,500 for the purchase of SWAT shields, SWAT helmets and new targets for the gun range; and

WHEREAS, the City Council of the City of San Angelo agrees to provide no matching funds for said project as required by the Edward Byrne Memorial Justice Assistance Grant Program (JAG) grant application; and

WHEREAS, the City Council of the City of San Angelo agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council of the City of San Angelo assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the City Council of the City of San Angelo designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Angelo approves submission of the grant application for the SWAT Equipment and Training Program to the Office of the Governor, Criminal Justice Division.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

Grant Number: 3298401

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

BY: _____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

Frank Carter, Police Chief

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sidney Walker, Civic Events Manager, Civic Events, 3256539577

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Consider approving a contract for the re-roofing of the Kenneth McNease Convention Center with Duro-Last via The Interlocal Purchasing System (TIPS # 2042816) in the amount of \$218,000 and authorizing the City Manager to negotiate and execute all related documents. (S.Walker)

Summary/History:

In June, the Civic Events Advisory Board made a recommendation for the improvements of certain needs in several Civic Event facilities. One of the top items on the list was the reproofing of the McNease Convention Center. This item was brought to City Council on Sept 6, and was approved as part of the \$497,125 requested to be used from our Fund 410 Balance. Our current Fund 410 balance stands at \$1,737,212.

Financial Impact:

Funding for the reroofing of the McNease Convention Center would come from the total amount approved for Civic Events improvements of \$497,125. The cost of the reproofing is \$218,000. This amount is within our estimated expectations for this work.

Other Information/Recommendation:

Attachments:

Presentation:

Sidney Walker

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Second reading for an ordinance amending 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" (J.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. On January 17, 2017, City Council voted unanimously to APPROVE, on First Reading, the proposed Comprehensive Plan Amendment, as presented by Staff.

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 redesignations 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 redesignated 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.

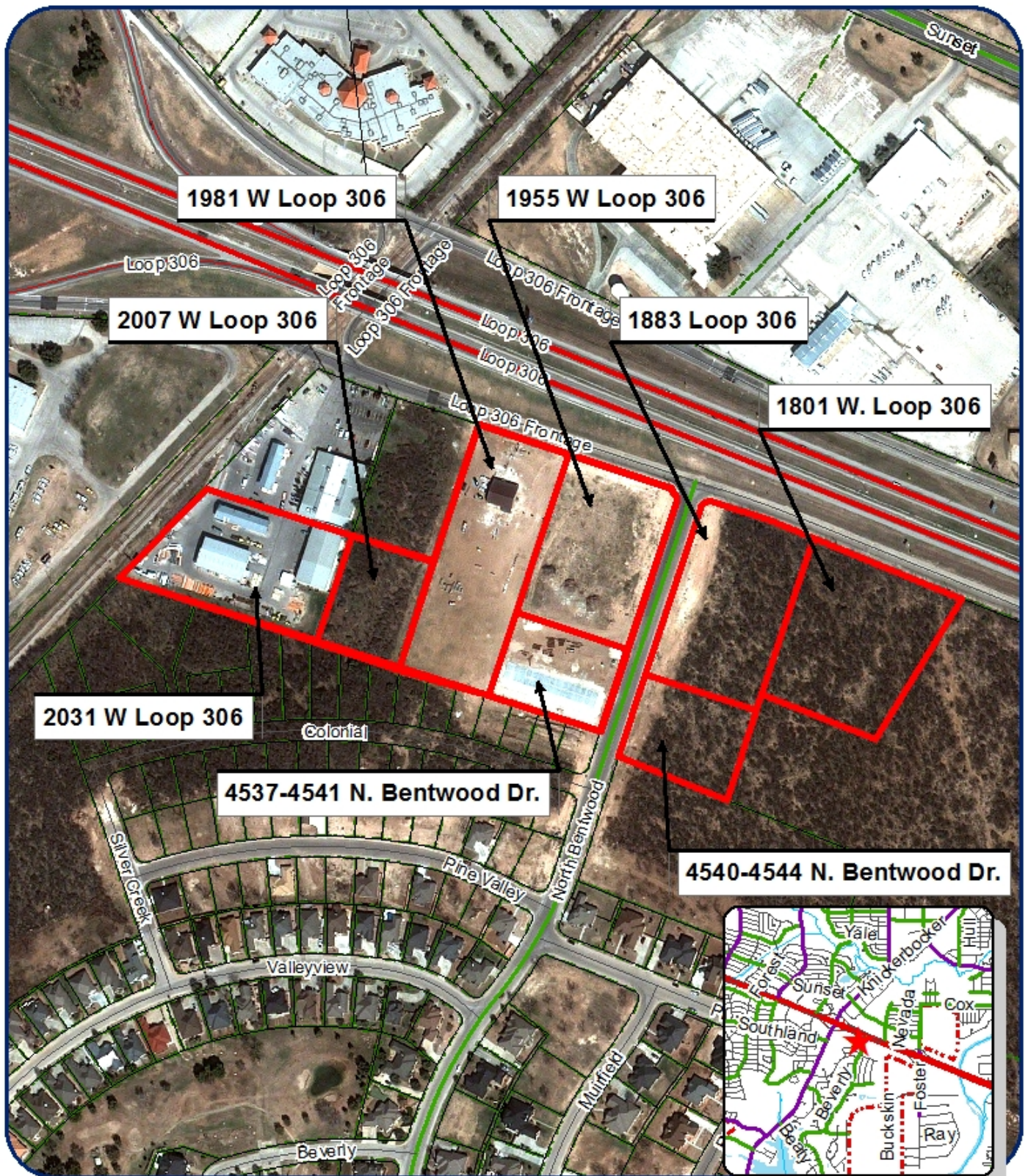
Commissioner Farmer made a Motion to APPROVE the Comprehensive Plan Amendment, as presented by Staff. Commissioner Spano seconded the Motion. The Motion passed unanimously, 6-0.

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:

Requested Zone Change:

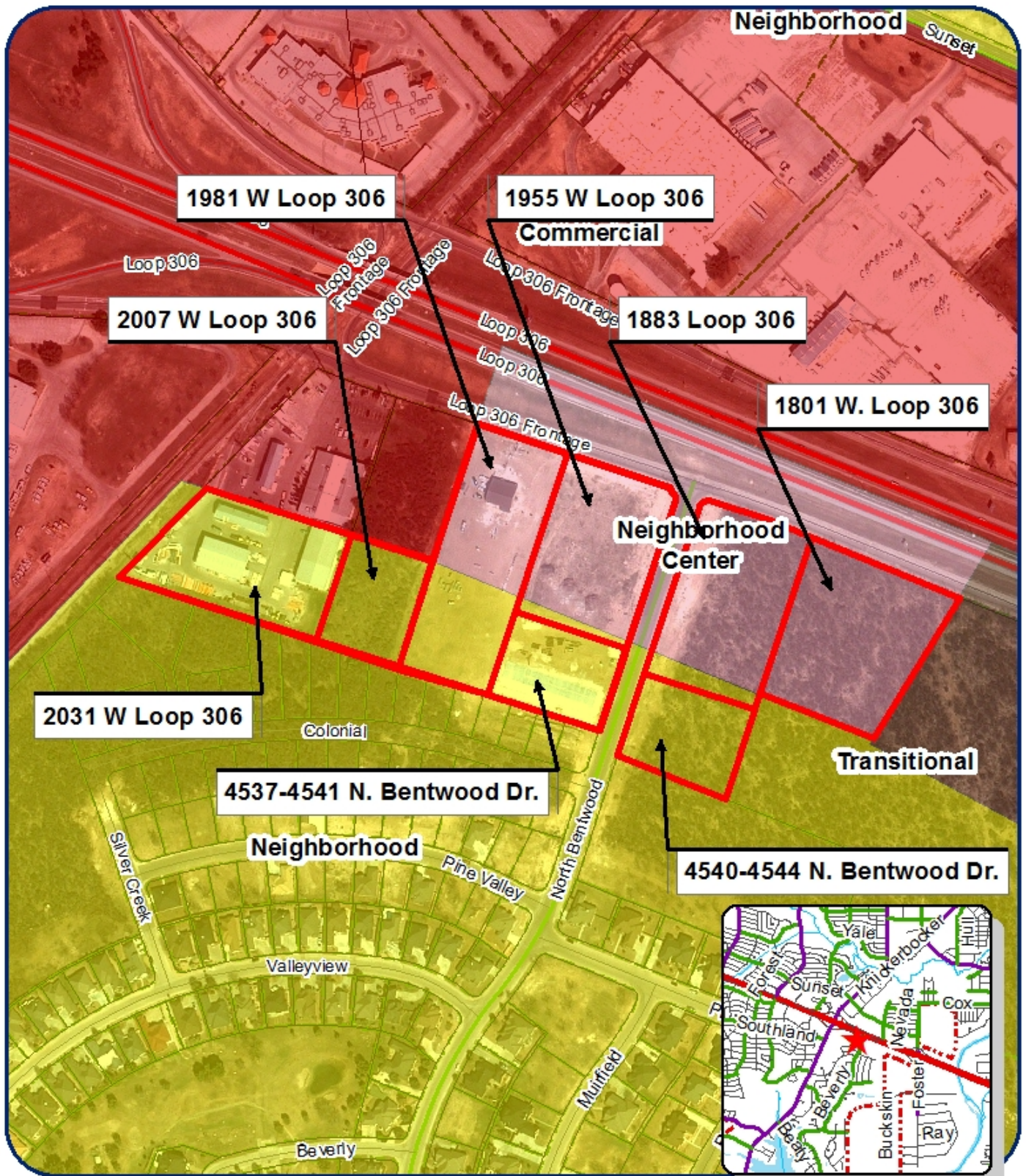
Current Vision Plan:

 See Zoning Map

N/A

See Vision Map





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:

Requested Zone Change:

Current Vision Plan:

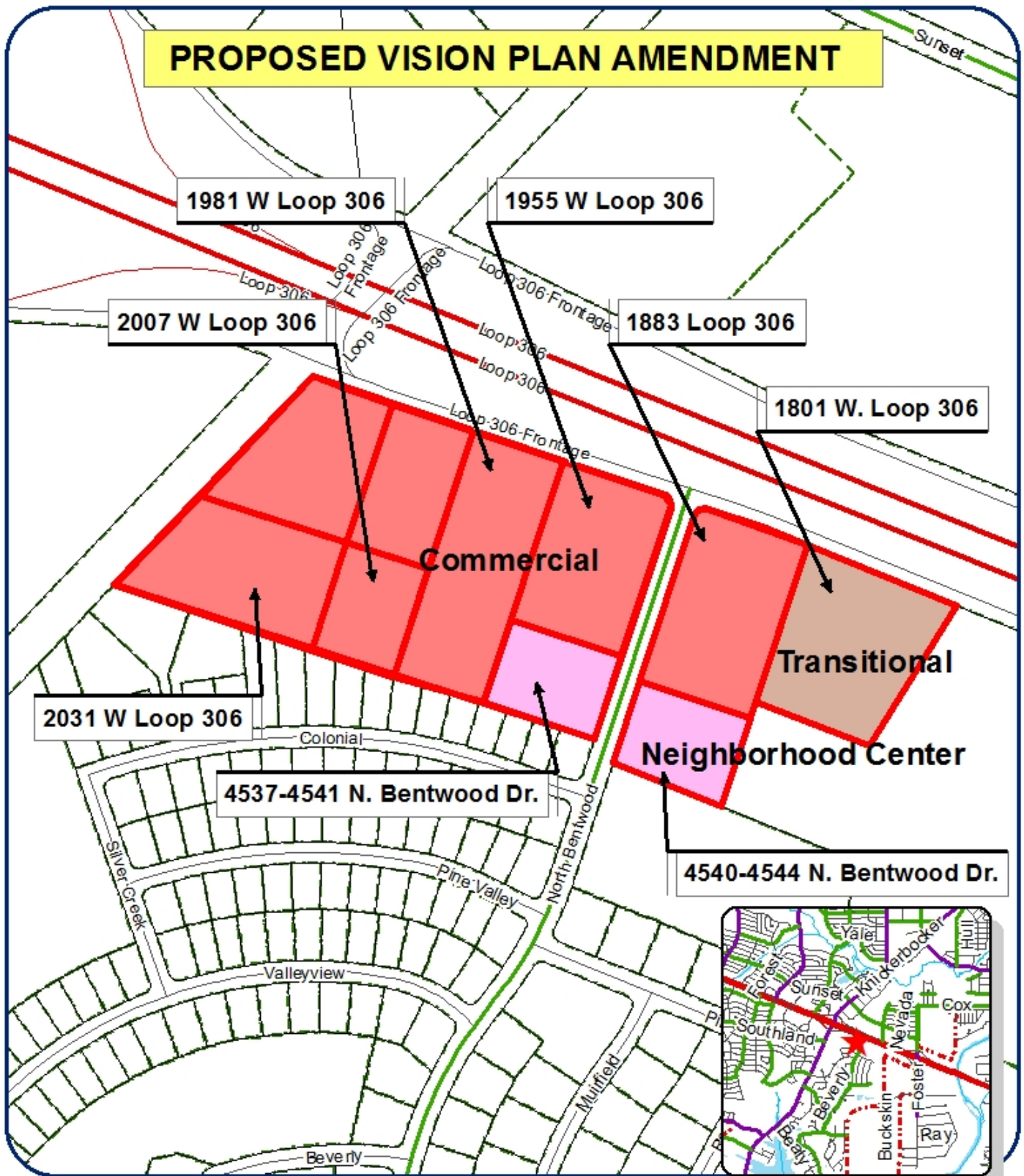
 See Zoning Map

N/A

See Above



PROPOSED VISION PLAN AMENDMENT



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:

Requested Zone Change:

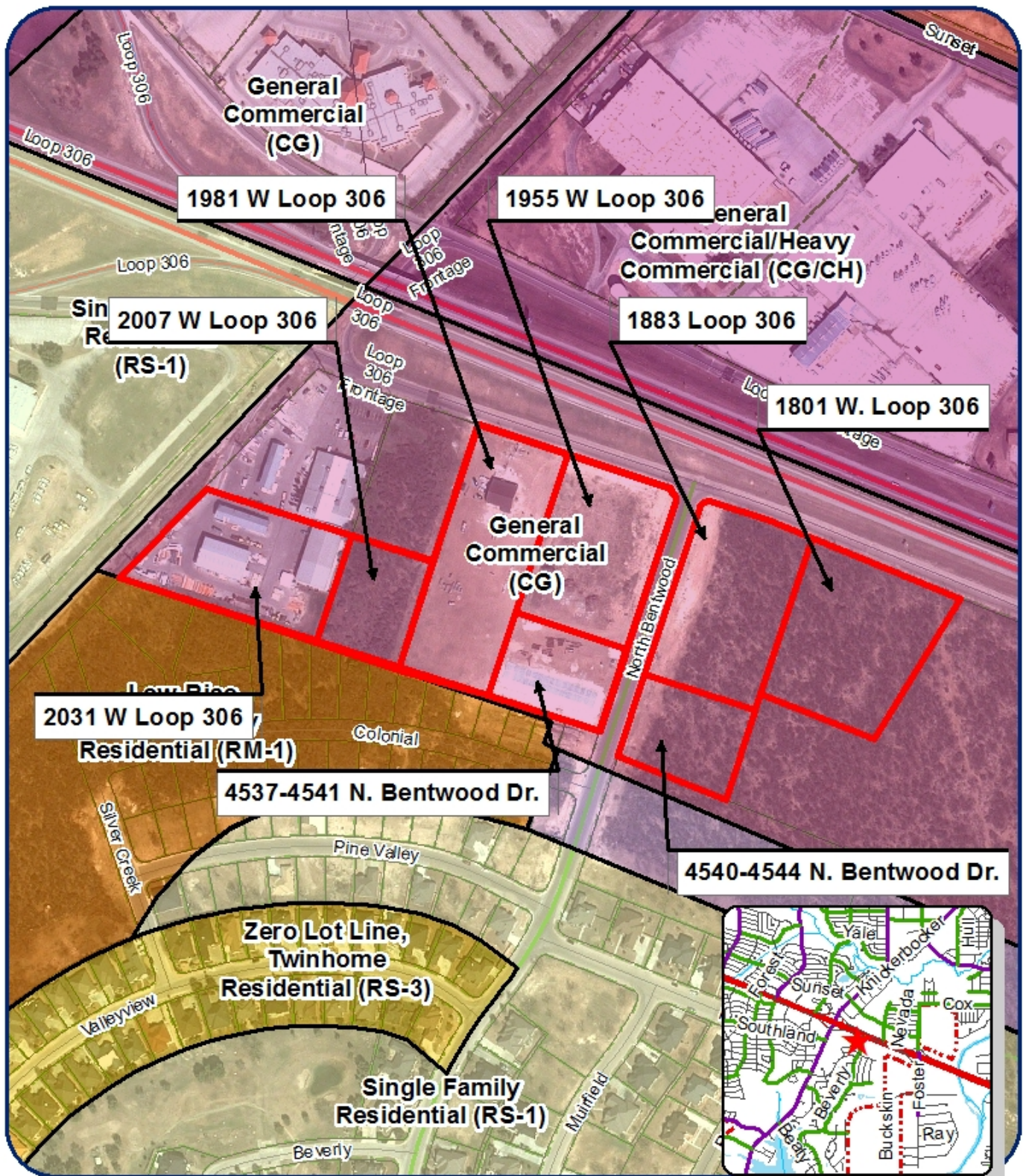
Current Vision Plan:

See Zoning Map

N/A

See Vision Map





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:

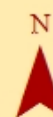
Requested Zone Change:

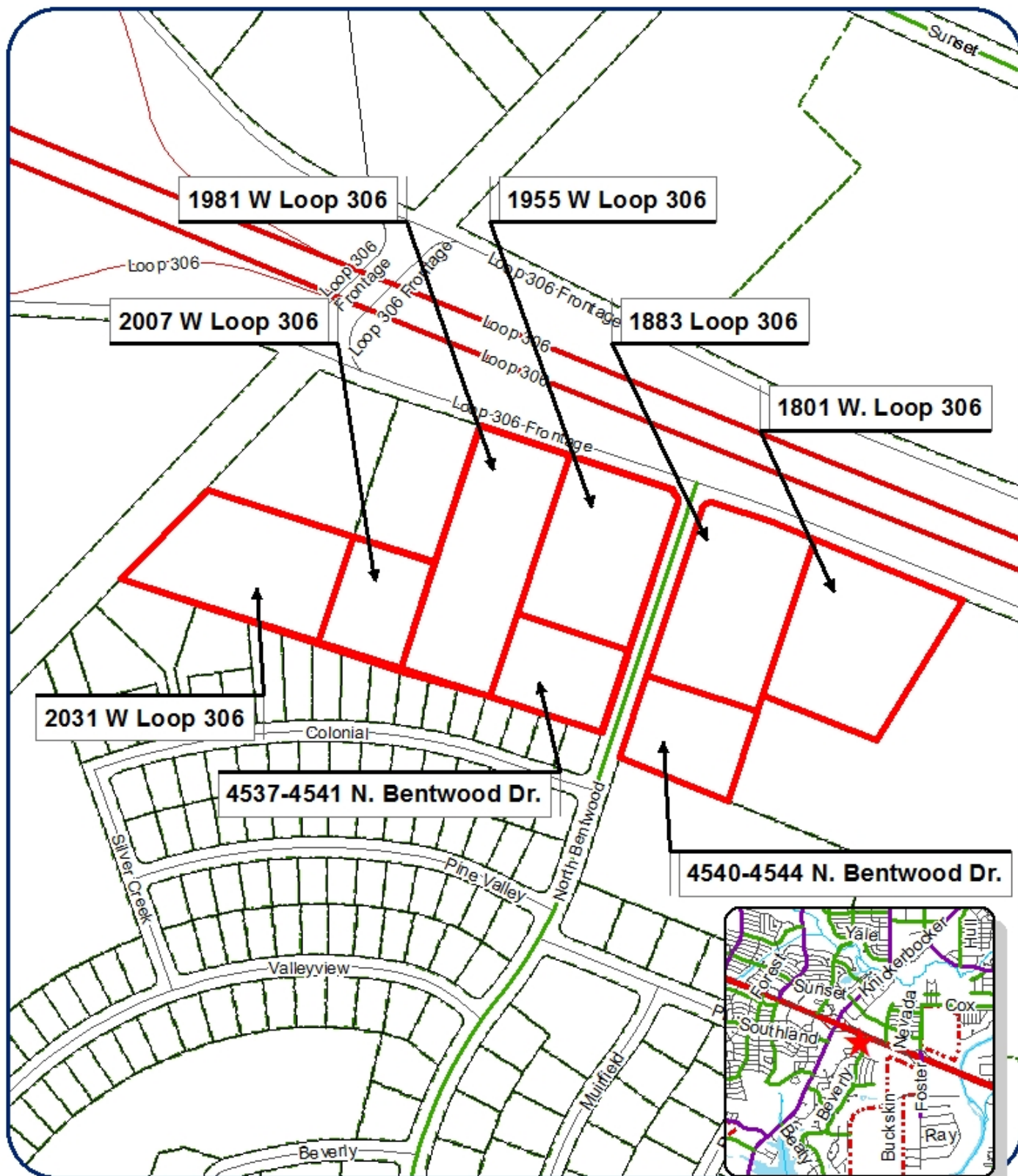
Current Vision Plan:

See Above

N/A

See Vision Map





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:

Requested Zone Change:

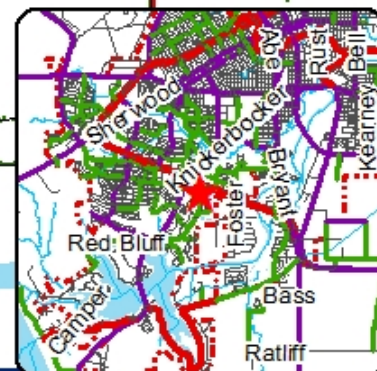
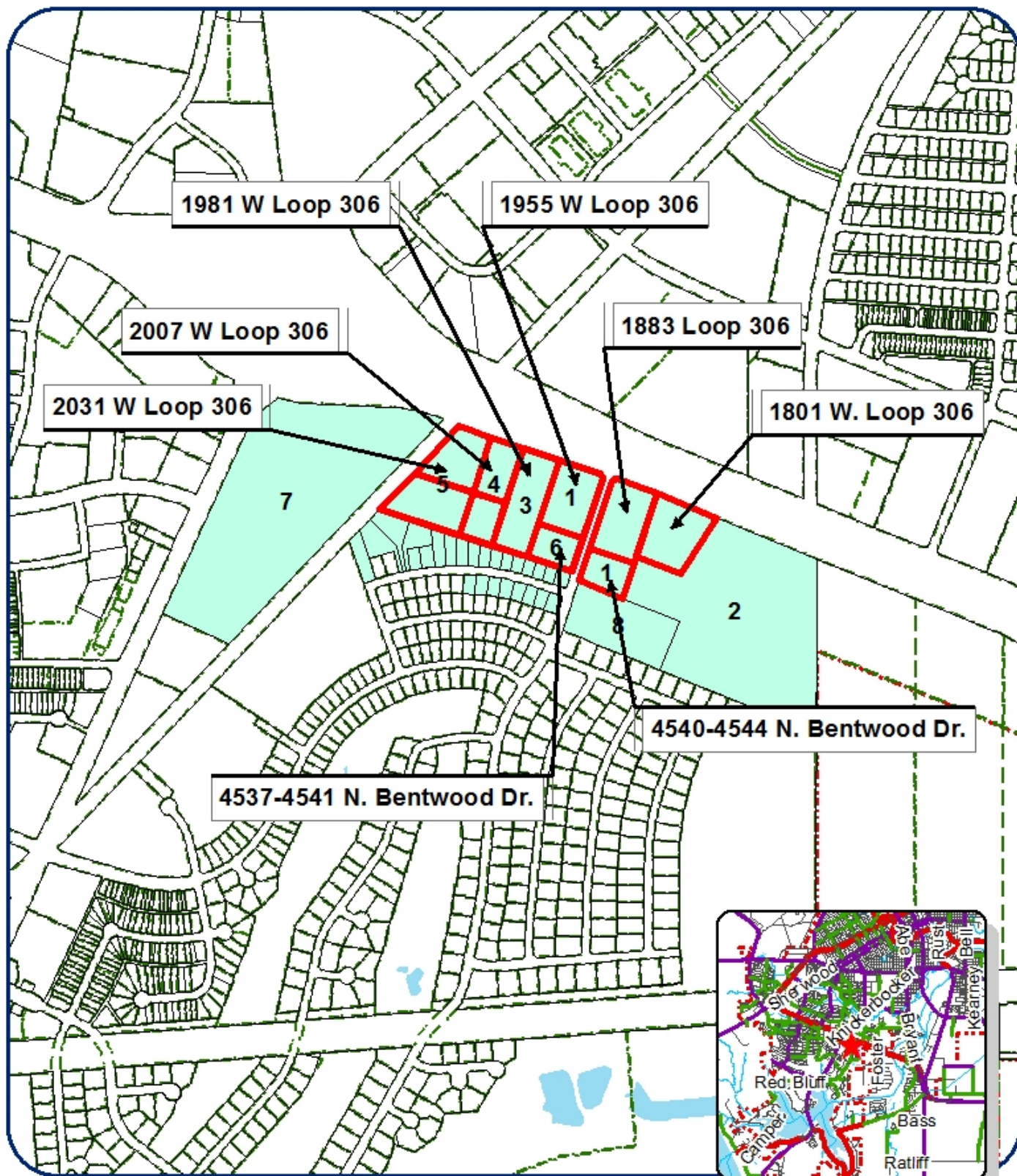
Current Vision Plan:

 See Zoning Map

N/A

 See Vision Map





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:

Requested Zone Change:

Current Vision Plan:

 See Zoning Map

N/A

 See Vision Map



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:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Second reading 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 (J.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 include 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. On January 17, 2017, City Council voted unanimously to APPROVE, on First Reading, the proposed Rezoning, as presented by Staff.

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 include 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: —

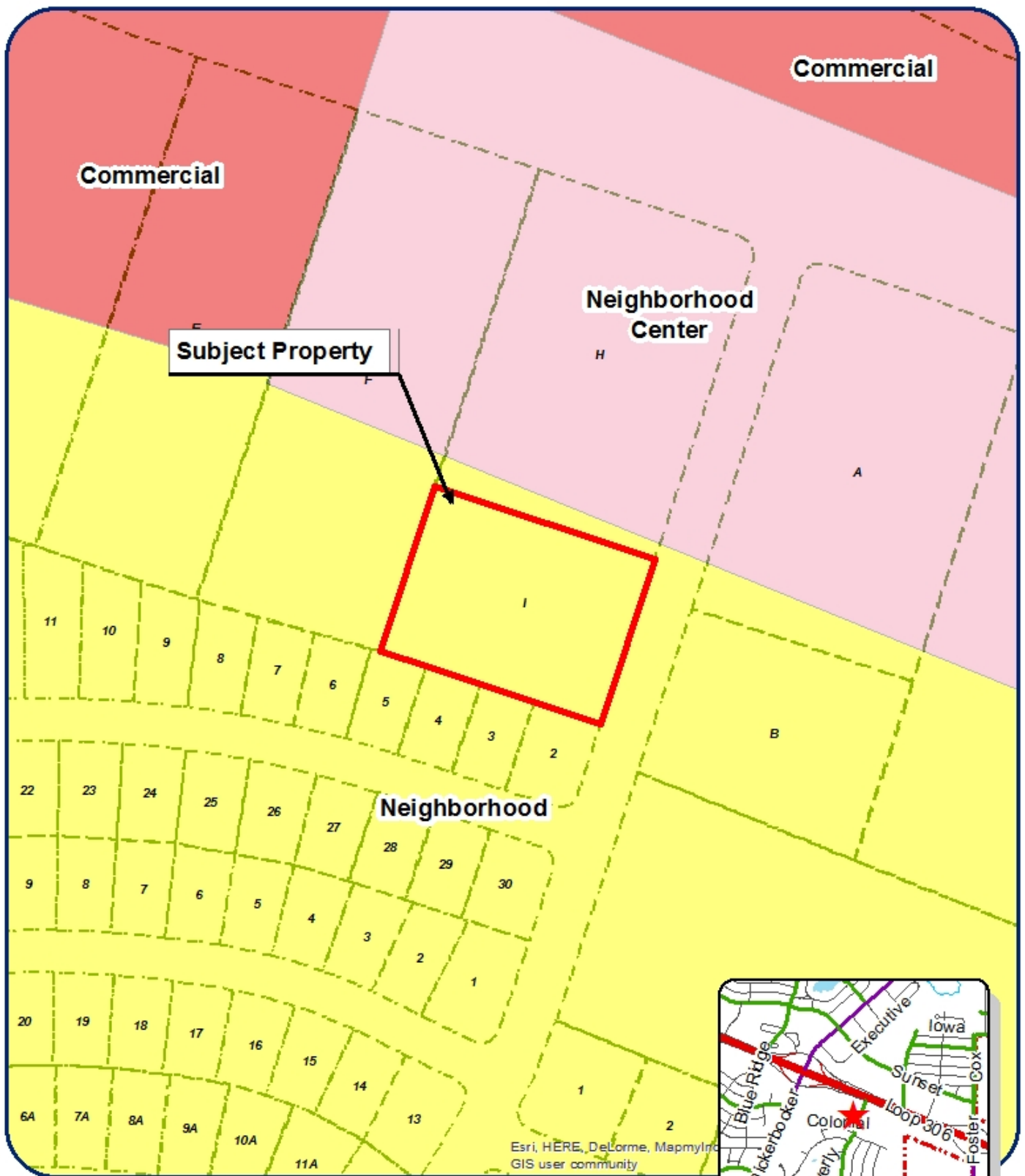
Current Zoning: CG

Requested Zoning Change: N/A

Vision: Neighborhood

N





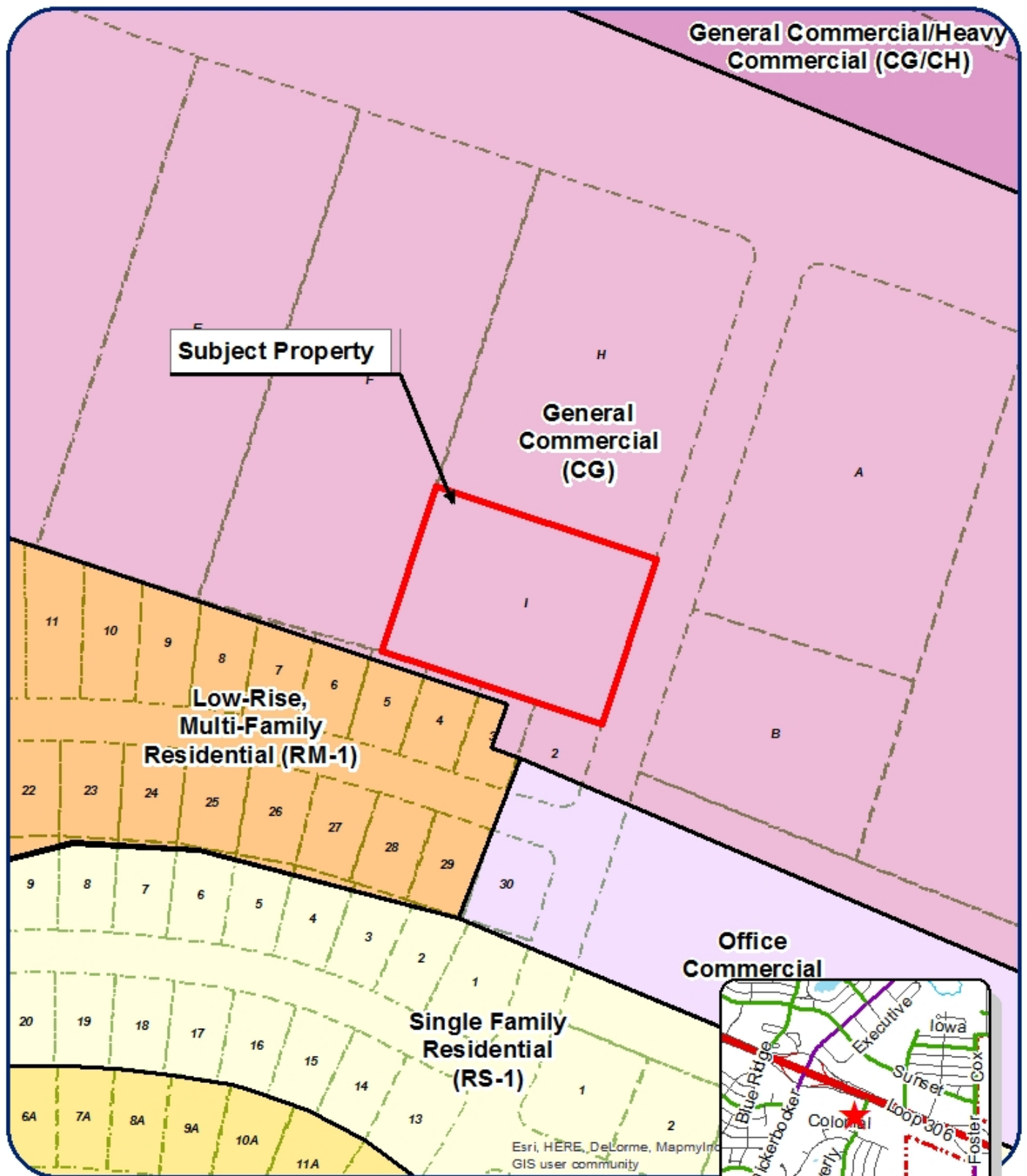
Planned Development Case File **PD16-06: Principal LED LLC**

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





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: —

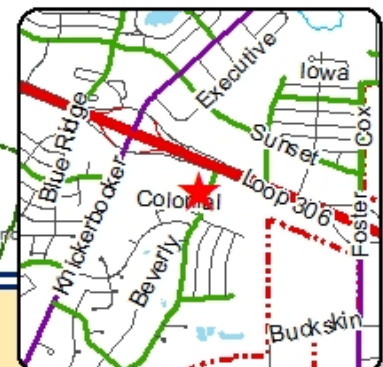
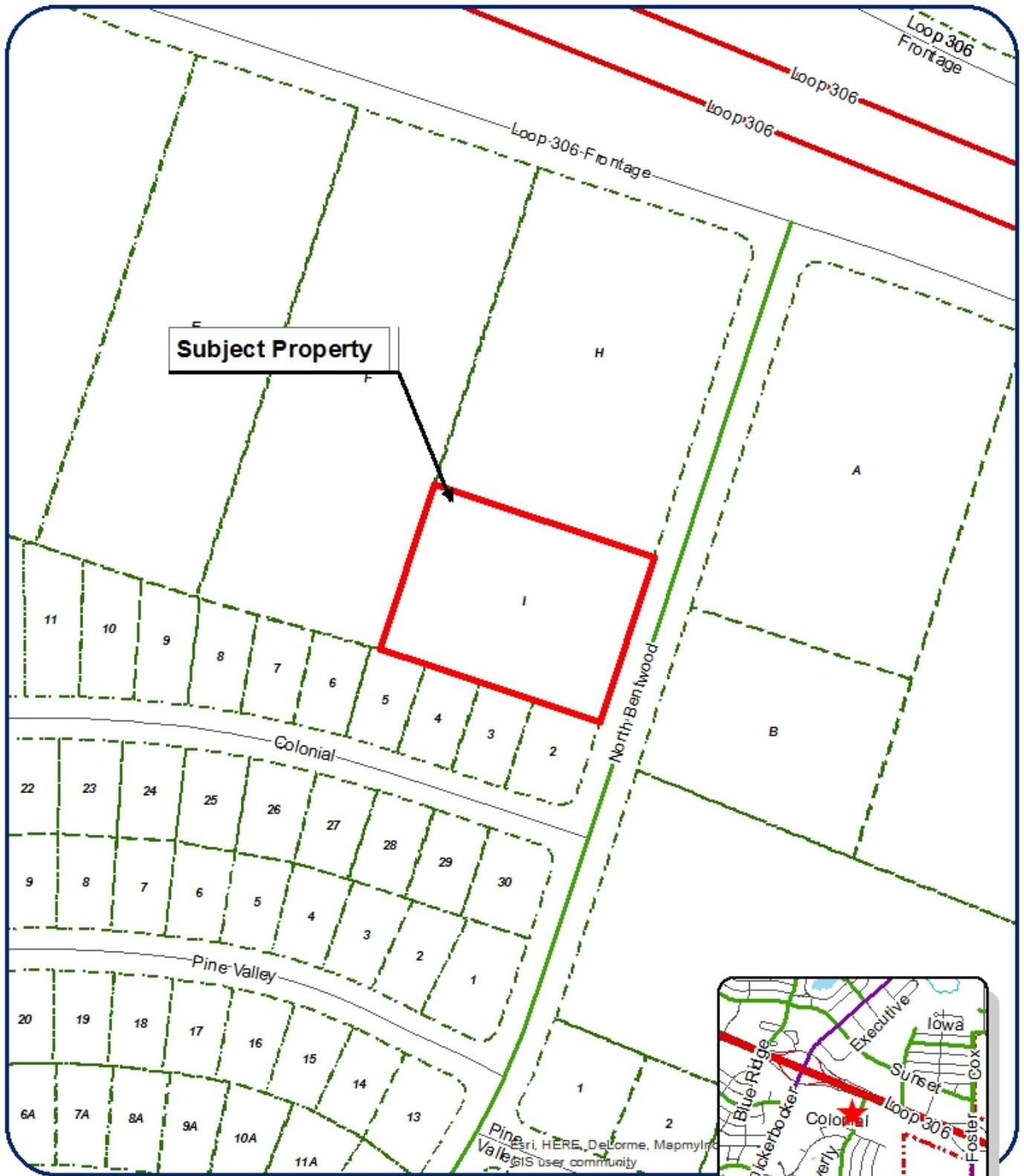
Current Zoning: CG

Requested Zoning Change: N/A

Vision: Neighborhood

N





Planned Development Case File
PD16-06: Principal LED LLC

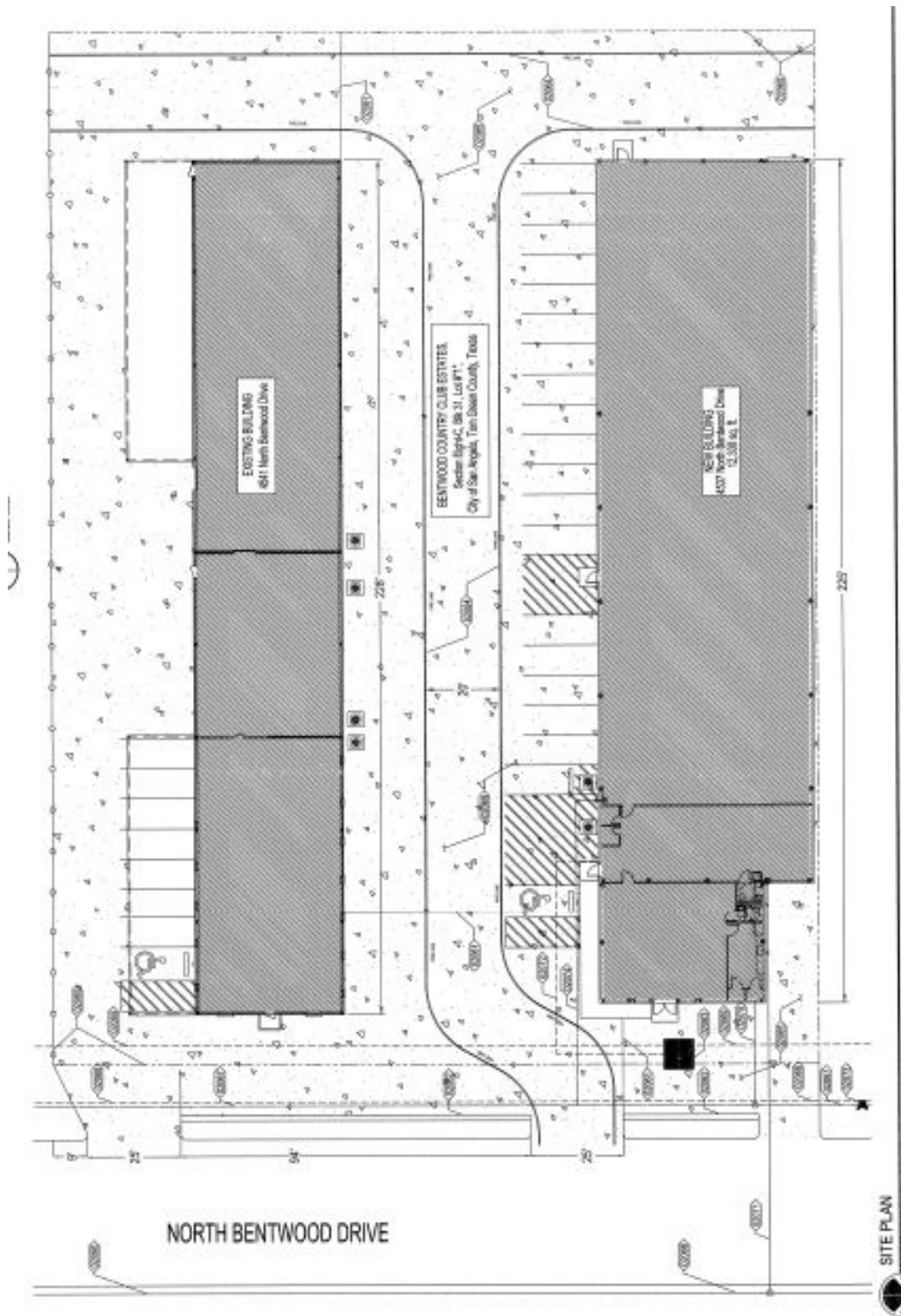
Council District: Bill Richardson (SMD #1)
 Neighborhood: Country Club
 Scale: 1" approx. = 150 ft
 Subject Property: 4537 and 4541 N. Bentwood Dr.

Legend

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



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 LED LLC

Owner - Authorized Representative (Affidavit required)

Mailing Address: 4541 N. Brookwood 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. Brookwood Dr.

San Angelo, TX 76904

Legal Description*:
Lot I, Section 8C, Block 31, Brookwood Country Club Estates First
RIP of Lot 6, Block 31

Lot Size: 1.291 Zoning: C6

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.:	<u>PD 16-06</u>	L	R
Received by:	<u>Jeff Fisher</u>	M	Date of application: <u>10/18/2016</u>
Nonrefundable application fee:	\$ <u>600.00</u>		☒ walk-in ☐ by mail
Sign deposit:	\$ <u>37.50</u> / <u>637.50</u> total		Date paid: <u>10/18/2016</u>
Affidavit attached? - yes - no - N/A			Date paid: <u>10/18/2016</u>
Previous Zone Change Inquiry? - yes - <u>no</u>			If yes, ZCI case no.: _____
River Corridor Commission? - yes - <u>no</u>			If yes, RCC meeting date: _____
Planning Commission hearing date: <u>11/22/2016</u>			Date notifications due: _____
City Council hearing date: <u>12/20/16</u>	Packets due date: _____		Publication date: _____
<u>and 1/3/2017</u>			

Principal LED LLC
PD Zone Change 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 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

10-18-2016
Date

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:

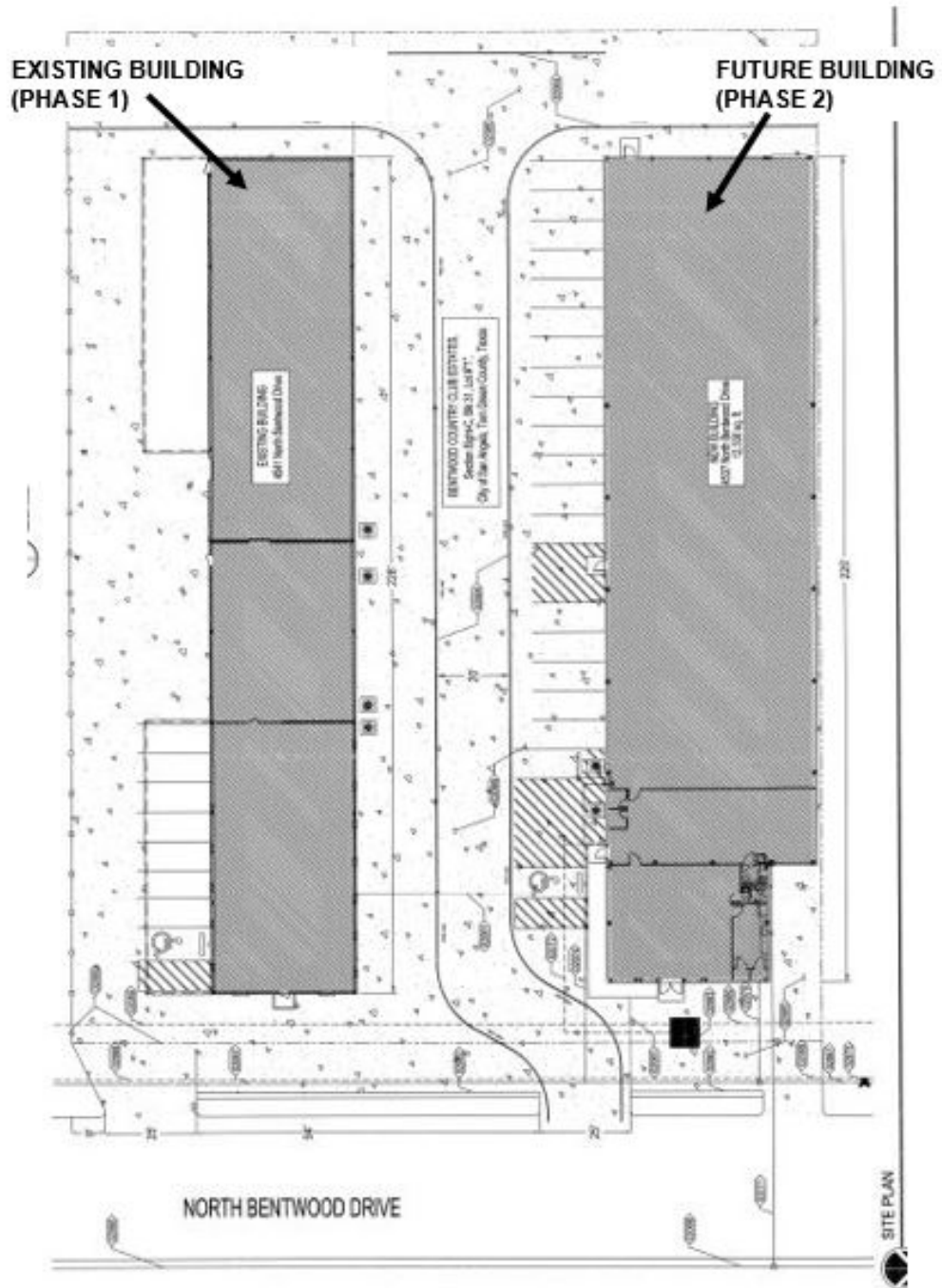
APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

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: February 7, 2017

Item type: Consent Item

Caption:

Second reading 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 (J.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. On January 17, 2017, City Council voted unanimously to APPROVE, on First Reading, the proposed Rezoning, as presented by Staff.

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 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 be 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.

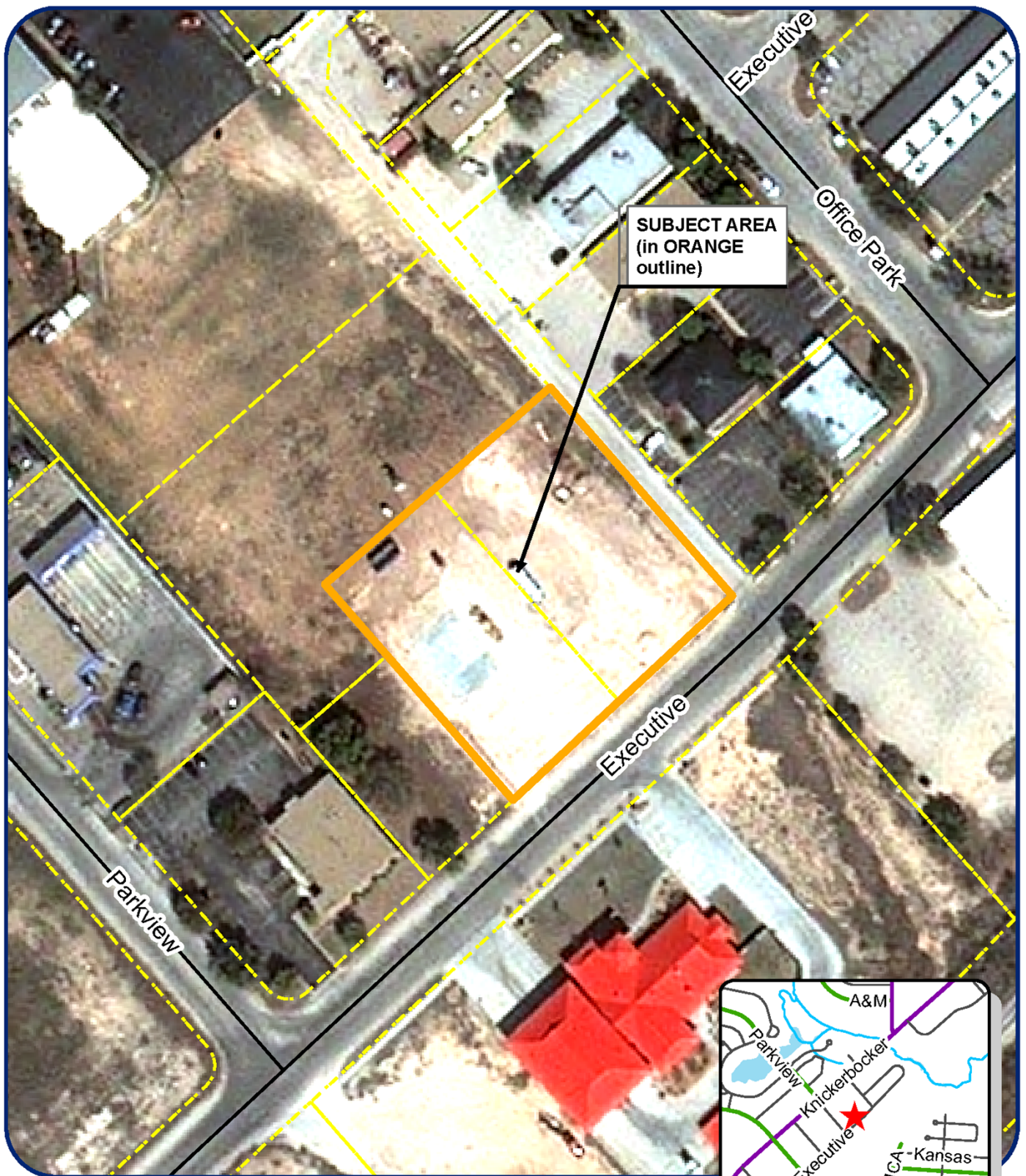
Commissioner Spano made a Motion to APPROVE the Zone Change request as presented. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 6-0.

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

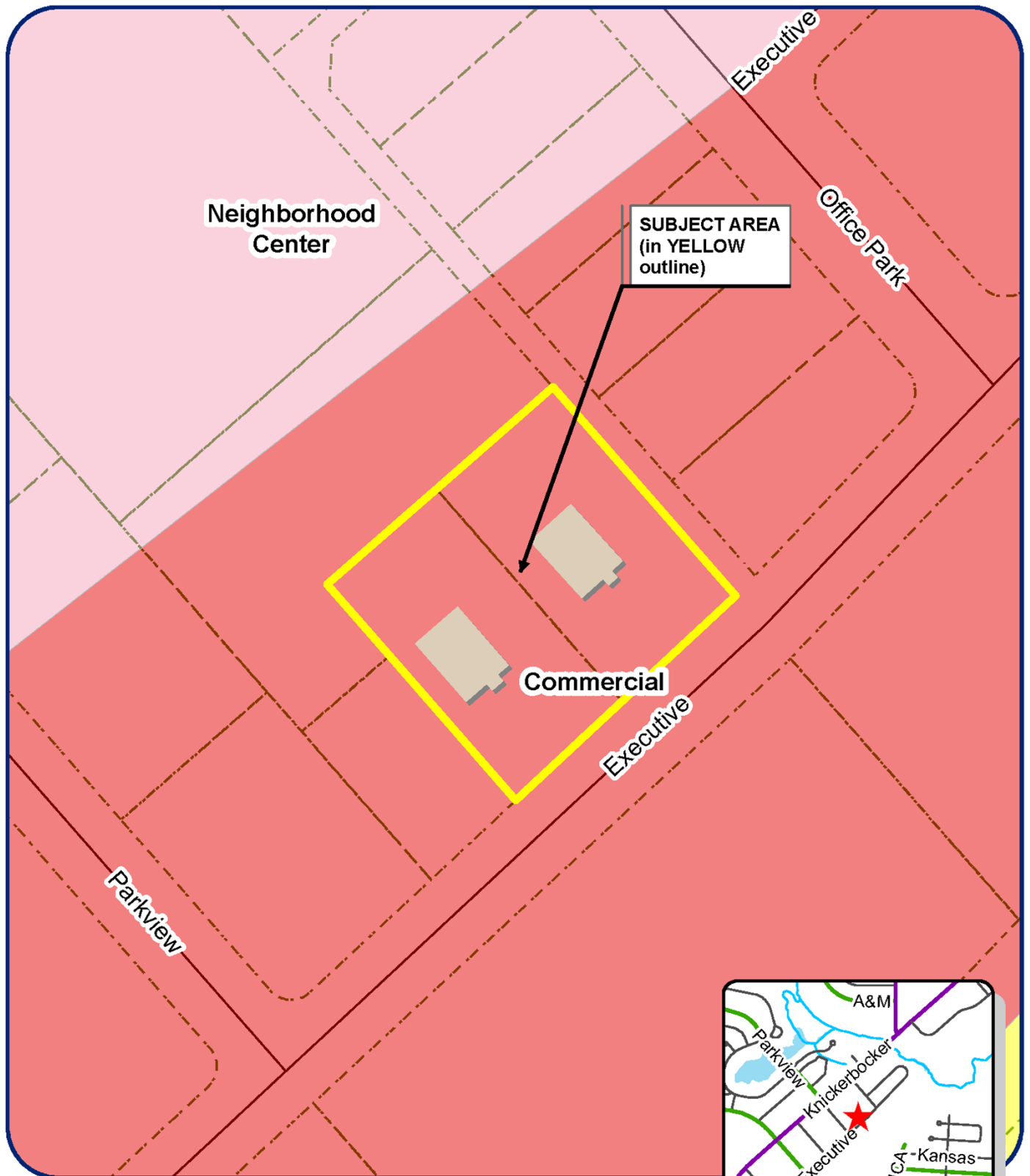
Subject Properties:

Current Zoning: CH; CG/CH

Requested Zoning Change: CG

Vision: Commercial





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

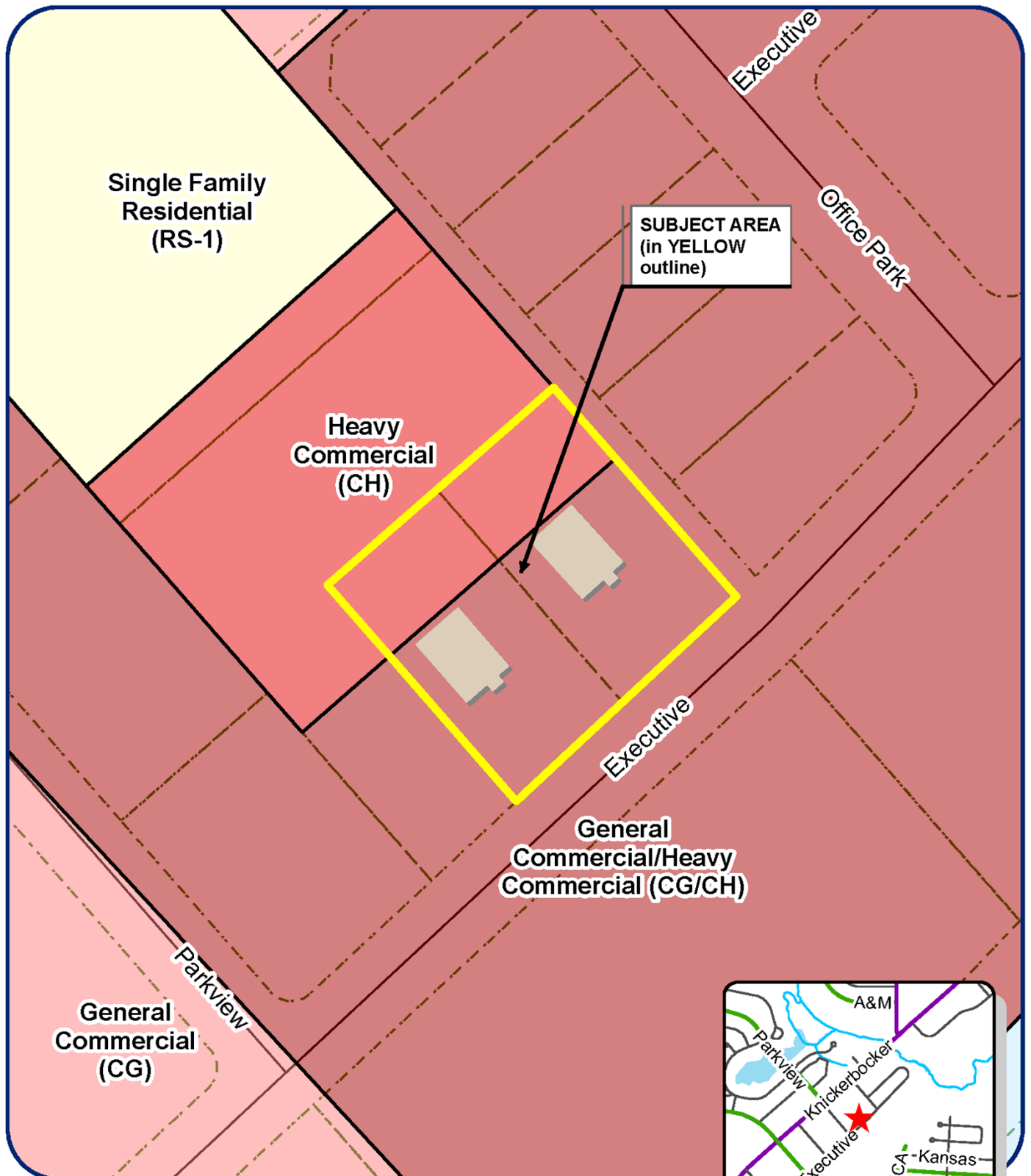
Subject Properties:

Current Zoning: CH; CG/CH

Requested Zoning Change: CG

Vision: Commercial





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

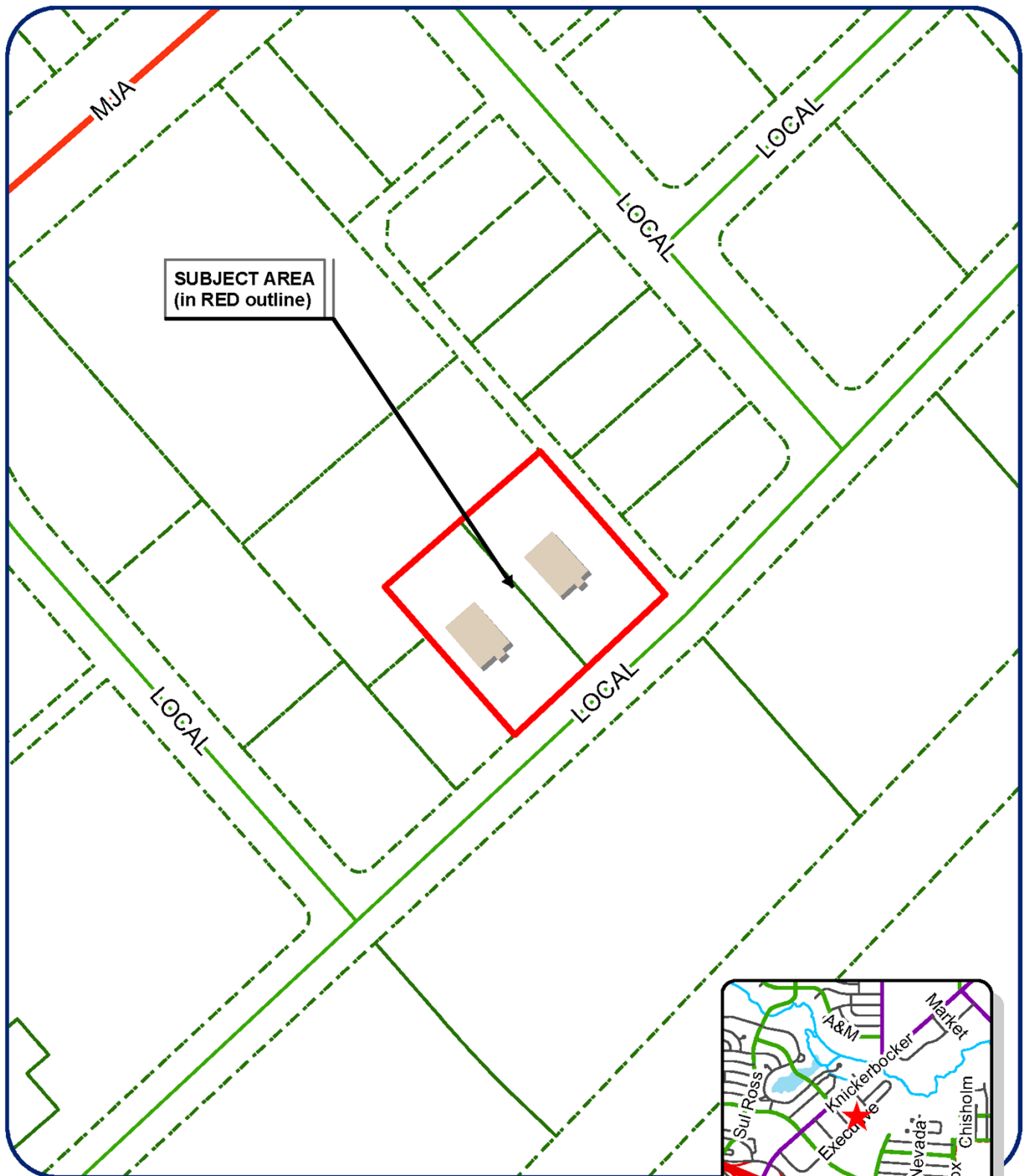
Subject Properties: 

Current Zoning: **CH; CG/CH**

Requested Zoning Change: **CG**

Vision: **Commercial**





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

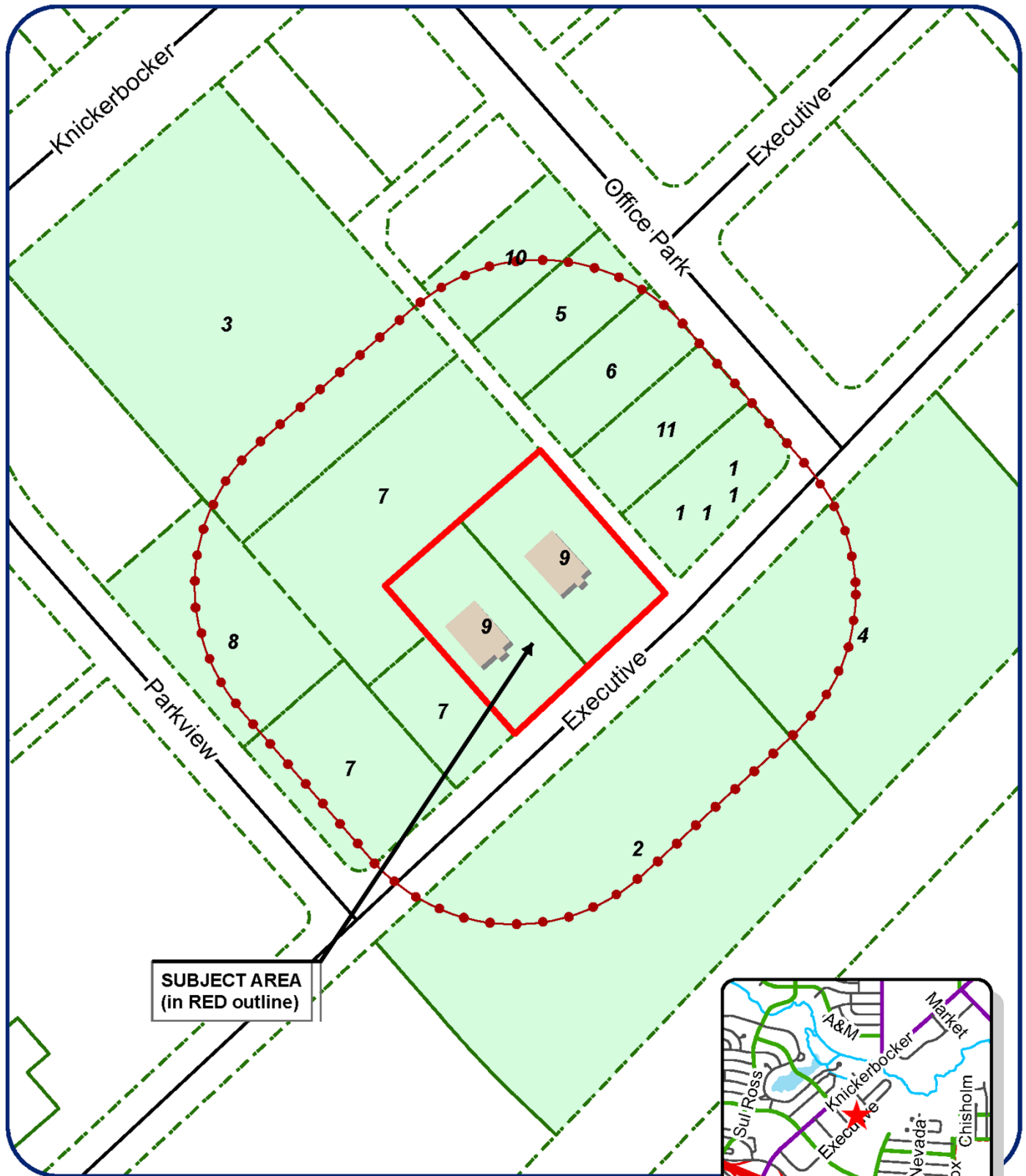
Subject Properties: 

Current Zoning: **CH; CG/CH**

Requested Zoning Change: **CG**

Vision: **Commercial**





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



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

ON FORTUNE LIST

Tech services firm BEPC recognized for its fast growth

RASHDA KHAN
SAN ANGELO STANDARD TIMES

SAN ANGELO - BEPC Inc., a home-grown 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. These are the people who help us accomplish things like this," owner Oscar Castillas, who founded the business in 2005, said in a Standard-Times interview.

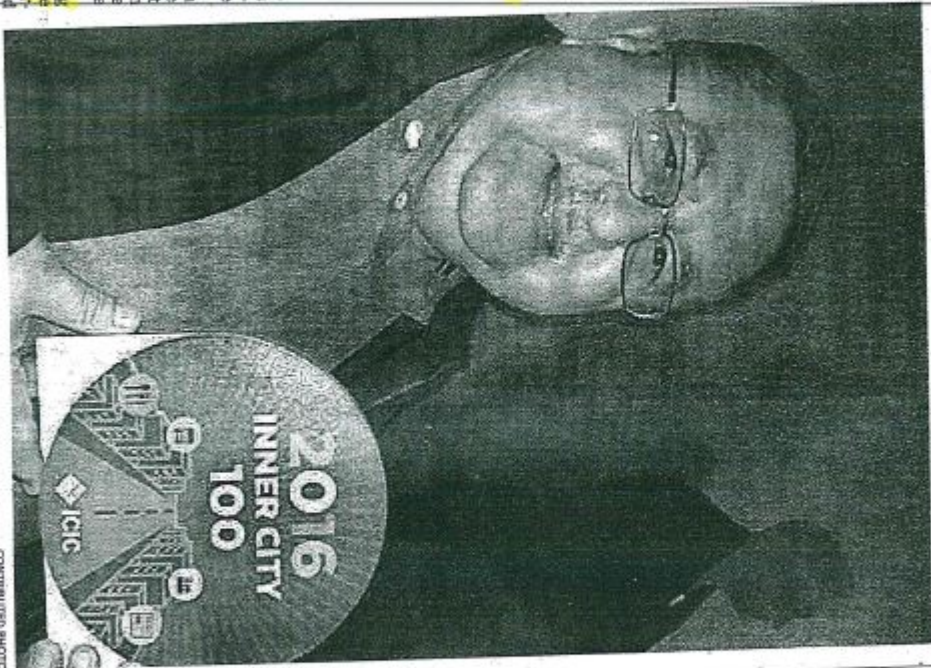
BEPC, a life-sciences engineering and information-technology consulting firm, provides services to Fortune 500 companies both nationally and internationally, especially in Mexico.

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

Update 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 Faculty 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 Silva

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) 657-4327 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 ¼ 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 ¼ 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:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Second reading 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 (J.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. The Motion passed unanimously, 6-0. On January 17, 2017, City Council voted unanimously to APPROVE, on First Reading, the proposed Rezoning, as presented by Staff.

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 1/2 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:**

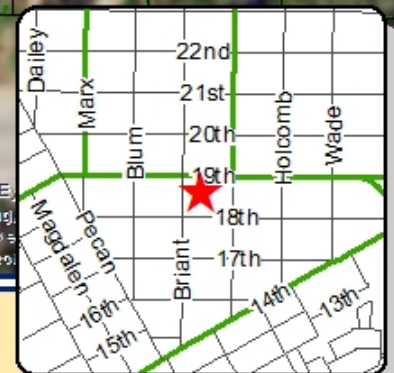
Proposed Conditions:

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

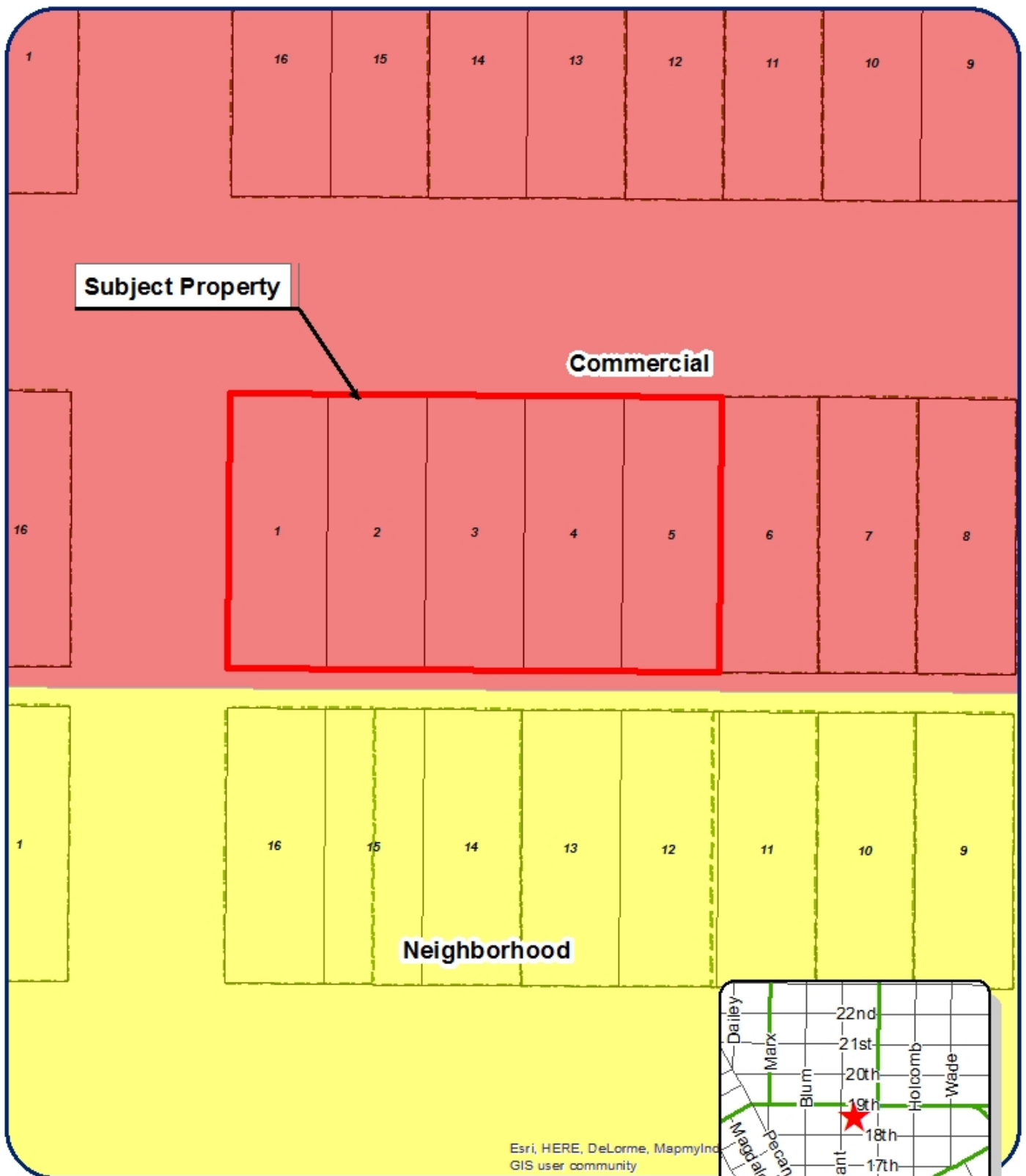
Subject Properties: —

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

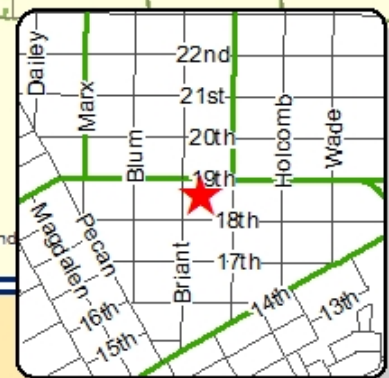
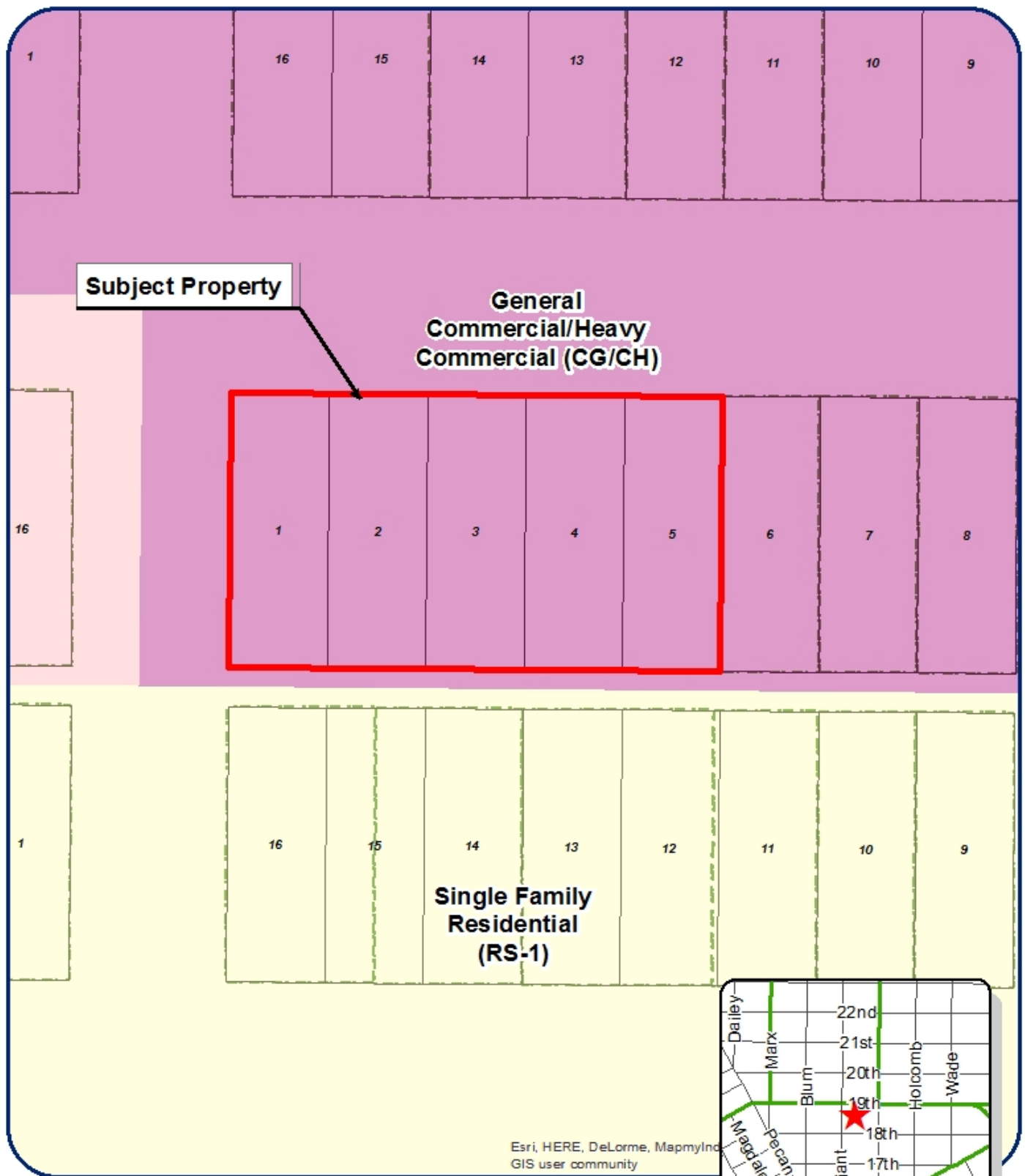
Requested Zoning Change: N/A

Vision: Commercial



N





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.

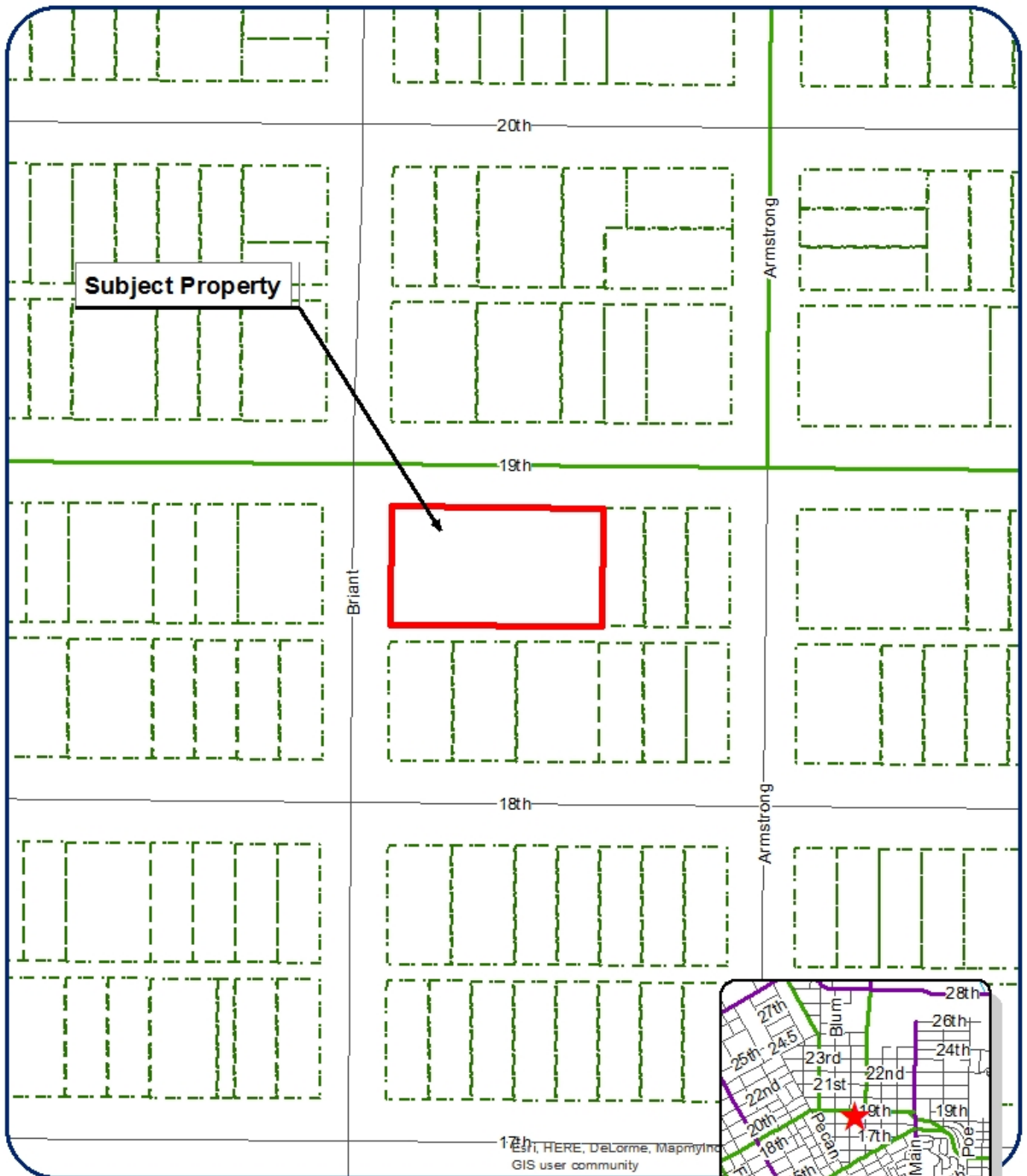
Legend

Subject Properties:

Current Zoning: **CG/CH**

Requested Zoning Change: **N/A**

Vision: **Commercial**



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: —

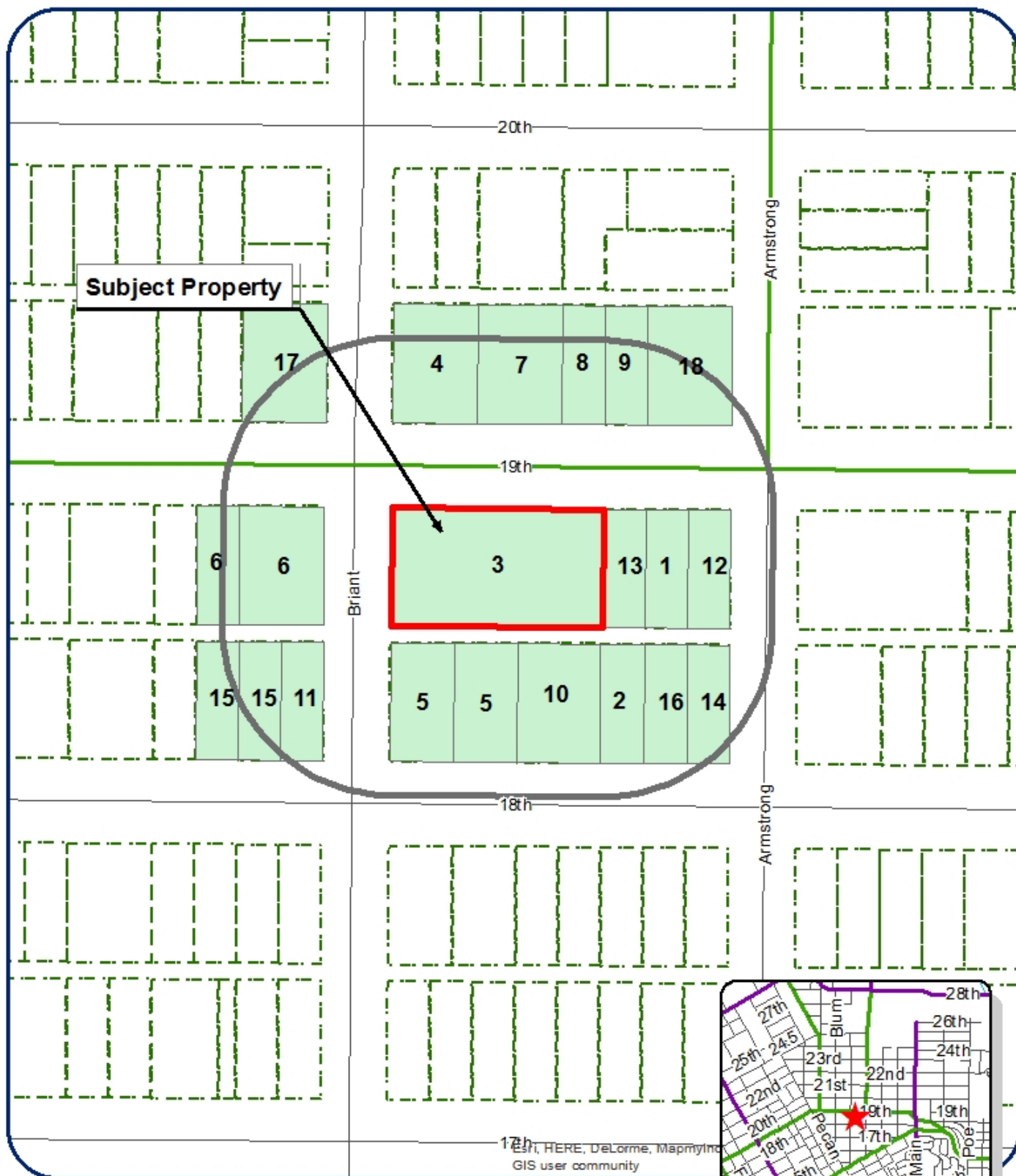
Current Zoning: CG/CH

Requested Zoning Change: N/A

Vision: Commercial

N





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

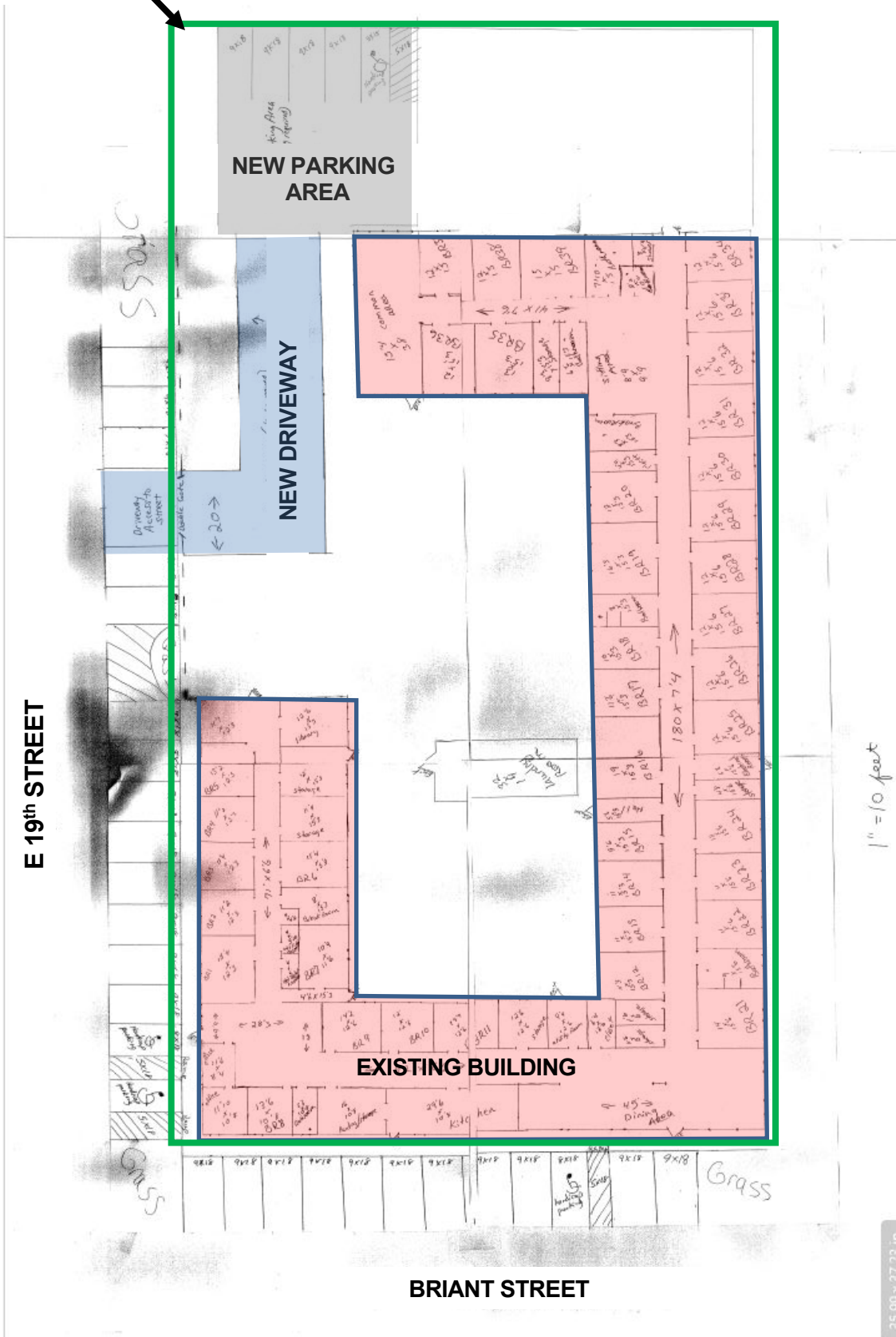
Vision: Commercial

N



Concept Plan

SUBJECT PROPERTY



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
Planning Division

(Plan Development)

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, BIK: 13, Subd: EXH1 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.: <u>PD 16-07</u>	L R M
Received by: <u>Jeff Fisher</u>	- walk-in - by mail
Nonrefundable application fee: <u>\$600.00</u>	Date paid: <u>10/27/2016</u>
Sign deposit: <u>\$37.50</u>	Date paid: <u>10/27/2016</u>
Affidavit attached? - yes - no - N/A	Applicant's signature on information sheet? -
Previous Zone Change Inquiry? - yes - <u>no</u>	If yes, ZCI case no.: _____
River Corridor Commission? - yes - <u>no</u>	If yes, RCC meeting date: _____
Planning Commission hearing date: <u>11/24/16</u>	Date notifications due: _____
City Council hearing date: <u>12/29/16</u>	Packets due date: _____
	Publication date: _____

11/3/17

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 10/27/16
Signature Date

OFFICE USE ONLY

Case no.: PD 16-07 Date of application: 10/27/2016 Received by: Jeff Fisher

Our Services

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](#)[ABOUT](#)[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 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:

APPROVED AS TO FORM:

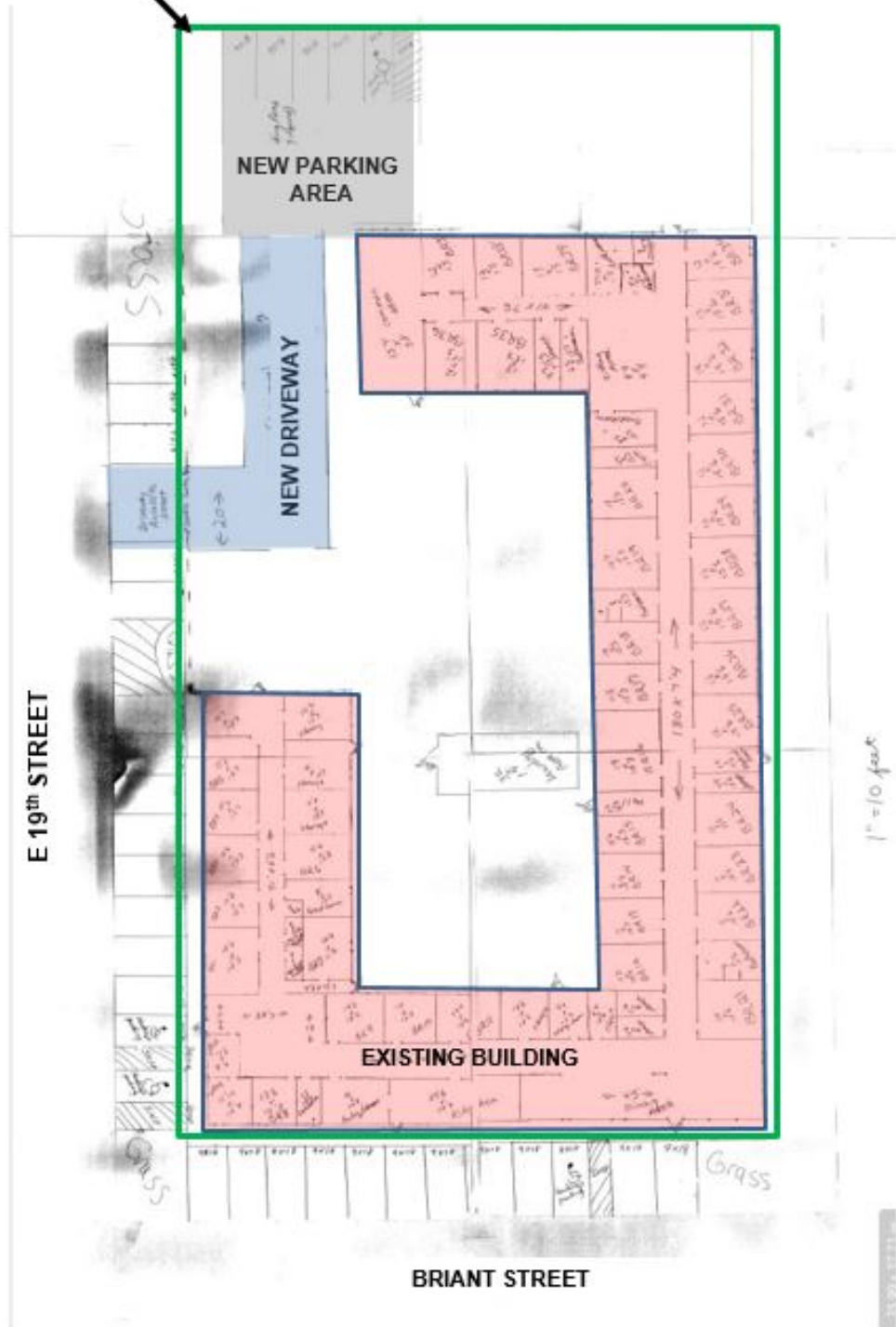
Bryan Kendrick, City Clerk

Theresa James, City Attorney

EXHIBIT "A"

Concept Plan

SUBJECT PROPERTY



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Engineering Services,

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

Second reading and consider adopting 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 (R.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.

Scherz 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:

Bryan Kendrick
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
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 Operations Superintendent, Traffic Operations, (325) 657-4377

Meeting Date: February 7, 2017

Item type: Consent Item

Caption:

Second reading and consider adopting an ordinance amending the existing One-Way operations of E. Washington St. and Burgess St. (R.Ward)

Summary/History:

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. Ordinance 17-161 ORD One-way E Washington.docx

Presentation:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Budget,

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

Second reading and consider adopting 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 (M.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:

Bryan Kendrick	Created/Initiated
Morgan Chegwidden	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: February 7, 2017

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending the 2016-2017 budget for grants, contributions and incomplete projects (M.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
10. Memo - Animal Donation
11. Powerpoint

F - Airport Skid.pdf
G - Animal Donation.pdf
1-17-17 FIN Budget Amendment.pptx

Presentation:

Morgan Chegwidden

Approvals/Reviews:

Morgan Chegwidden
Theresa James
Anthony Wilson
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 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

Memo

To: Morgan Chegwiddden, 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

Memo

To: Morgan Chegvidden, 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.

Memo

To: Tina Dierschke, Finance Director
From: Morgan Chegwiddden, 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:

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:

Memo

To: Morgan Chegwiddden, 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:

Memo

To: Morgan Chegwiddden, 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:

Memo

To: Morgan Chegvidden, 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: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

Presentation on the Mayor's Wellness Partnership by Texas Hunger Initiative representative Betty Teston

Summary/History:

Mayor's Wellness Partnership –

- Created by Tom Green County Hunger Coalition Health & Wellness task force group under the Texas Hunger Initiative, San Angelo Region
- Aligns with the Texas Healthy Communities grant received by the city
- Task force group meets monthly to share information pertaining to health and wellness in the community

A mission statement and vision statement were created:

Mission Statement:

The Mayor's Wellness Partnership exists to encourage, educate and empower the community through programs that promote a healthier body, mind and spirit.

Vision Statement:

Working toward a healthy and vibrant community.

Kick-off Event to promote Mayor's Wellness Partnership - Sunday, March 19 at Kirby Park

Partnered with Texas Agri Life to use the Walk Across Texas program. Want to use this eight-week program to help people of all ages support one another to establish the habit of regular physical activity. Teams of eight people are encouraged to join up and participate.

Information packet and more information available thru the Texas Hunger Initiative office or contact Betty Teston betty_teston@baylor.edu or call 374-1443

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

Bell Street Construction Project Update (Presentation by Russell Pehl, City Engineer)

Summary/History:

- Design for planned full reconstruction of roadway
- Design for replacement of driveways
- Addition of accessible ramps where needed
- Identify right of way (ROW) needs and ROW acquisition
- Geotechnical evaluation
- Replacement of signs

Phase 1: Rio Concho to Harris

- Addition/design of sidewalk on east side of street
- Addition/design of left turn lane at Rio Concho
- Design of new traffic signals at Rio Concho and Harris
- Replace existing 16" water line
- Replace existing 12" sewer line

Phase 2: Houston Harte to Old Ballinger Highway

- Replace existing 12"/16" water line to south side of Houston Harte

Phase 3: Harris to Houston Harte

- Addition of sidewalk on west side of street
- Upgrade Angelo Draw crossing
- Replace existing 16" water line
- Replace existing 21" sewer line along Angelo Draw
- Replace existing 12" sewer line

Financial Impact:

Estimated costs to construct

Phase 1 - \$4,418,000

Phase 2 - \$3,712,000

Phase 3 - \$4,183,000

Total Estimate - \$12,313,000

Other Information/Recommendation:

Attachments:

1. Bell street presentation
- CC Bell St 1.pptx

Presentation:

Approvals/Reviews:

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



Town Hall Meeting

January 24, 2017



Bell Street Improvement Project

- Project includes the reconstruction of Bell Street from the tie at the bridge South of Rio Concho Drive to Old Ballinger Highway.
- Total length of project is approximately 10,800 feet (or 2 miles).
- Project will include the replacement of existing water and sanitary sewer infrastructure in Bell Street.



Bell Street Improvement Project

- Improvements include new pavement and curb and gutter.
- New traffic signals and sidewalk will be constructed for the project.



Bell Street Improvement Project

- Project will be constructed in three (3) phases:
 - * Phase 1 is approximately 4,000 feet, from Rio Concho Drive to Harris Avenue.
 - * Phase 2 is approximately 3,000 feet, from Houston Harte to Old Ballinger Highway.
 - * Phase 3 is approximately 3,800 feet, from Harris Avenue to Houston Harte Expressway.



Project Status

- Construction Plans for Phase 1 are being finalized at this time.
- Coordination with utility companies, property owners, and regulatory agencies are being done.
- Construction for Phase 1 is scheduled to begin in the Fall of 2017.



Project Status

- Right of way acquisition
- Plans for phases 2 and 3 are underway
- Phase 2 construction is planned for 2018.
- Phase 3 construction is planned for 2019.





Town Hall Meeting

January 24, 2017



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

Consider approving a sublease of the following Lake Nasworthy residential lot lease:
1601 Shady Point Circle, Lake Nasworthy - (Presentation by current tenant)

Summary/History:

The Lake Nasworthy Residential Lot Lease of Lot 123A, Block 6, Section 1, Group Shady Point, Lake Nasworthy Addition, commonly known as 1601 Shady Point Circle, provides Lessee may not sublet the leased premises, in whole or in part, without the prior written consent of Lessor (City).

Lessees, Edward L. Richmond and Monica L. Richmond, request permission to sublet leased premises for a term up to June 30, 2021.

The value of the leased premises per 2013 appraisal was \$27,500.

Financial Impact:

Yearly lease fee July 1, 2016 through June 30, 2021 - \$600.

Yearly lease fee July 1, 2021 through June 30, 2045 - Based on Appraised Value

Other Information/Recommendation:

Attachments:

Presentation:

Edward L. Richmond (Lessee)

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Miller, Solid Waste Contract Manager, Solid Waste, (325) 486-3798

Meeting Date: February 7, 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. Second public hearing and adoption of an ordinance amending Section A8.017 "Charge for Collection of Garbage and Trash"
2. Second public hearing and adoption 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.

In addition to the changes to the bulk collection, the following changes to the Ordinances will also be included: addition of a temporary 4-yard container for residential use for disposal of non-construction debris and related rates; the addition of a 15-yard roll-off container for commercial use and related rates; fees for over weight roll-off containers; fees for overfilled commercial containers; tipping fee charges at the landfill for 0-1,000 lbs and over 1,000 to 2,000 lbs; and recycling container removal authority related to contamination of recyclables.

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 be 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 | Appendix+A+one+half+ton+tipping+fee.docx |
| 3. | Appendix A Enacting Language | 16-294 BGT Fee Ordinance Solid Waste - First reading.docx |
| 4. | Presentation | SWSTE Changes - 2017.02.07.pptx |

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

[illegible]

tonnage tons/month for prior year	<500										
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(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

[illegible]

	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 half ton minimum fee (0lbs – 1000lbs = ½ of 1 ton tipping fee; over 1000lbs – 2000lbs = 1 ton tipping fee). Fees over 1 ton will be pro-rated.

	Municipal Tipping Fee (per ton)	County Tipping Fee (per ton)	Area Tipping Fee (per ton)	Municipal Host Fee (per ton)	County Host Fee (per ton)	Area Host Fee (per ton)	Trust Payment 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 half ton minimum fee (0lbs – 1000lbs = ½ of 1 ton tipping fee; over 1000lbs – 2000lbs = 1 ton tipping fee). Fees over 1 ton will be pro-rated.

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

[illegible]

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

**AN ORDINANCE AMENDING APPENDIX A “FEE SCHEDULE”
OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO
TEXAS, BY AMENDING ARTICLE A8.000 “UTILITY RELATED
FEES”, 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 AMENDING Article A8.000 “Utility Related Fees” as set out in Exhibit “A” attached hereto and made part of this Ordinance for all purposes.

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 and after publication as required by law.

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

February, 7 2017



Contract Items Amended

Residential Collection Services

- 1x week trash collection
- Every other week recycling collection
- Every other week bulk pick up collection
(alternating week with recycling collection)



Contract Items 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 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



Contract Items Amended

Tipping Fees at the Landfill

- 0 – 1,000 lbs charged at $\frac{1}{2}$ the current tipping fee
- Over 1,000 lbs – 2,000 lbs charged at the current tipping fee
- >2,000 lbs prorated at actual weight



Appendix A8.017 Fee Schedule

Added fees:

Extra yardage fee for overloaded commercial container at \$30 each occurrence

Industrial charge for roll off containers over 10 ton TxDot limit at \$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:

- 0 – 1,000 lbs at $\frac{1}{2}$ the current tipping fee
- Over 1,000 lbs at the current tipping fee
- >2000 lbs prorated at actual weight



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:

- Over 10 ton charge on roll off containers
- Extra yardage fee for commercial containers
- 4 CY temporary residential container and related fees
- 15 CY roll off container and related fees
- Landfill Tipping Fees
 - 0 – 1,000 lbs at $\frac{1}{2}$ the current tipping fee
 - Over 1,000 lbs at the current tipping fee
 - >2000 lbs prorated at actual weight



Staff Recommends the Following:

Agenda Item #2 Approval:

The addition to the Solid Waste Ordinance as presented to allow for removal of recycle cart due to contamination.





City Council

February, 7 2017



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

First reading and public hearing for Case VP16-03, an ordinance approving an amendment to the Vision Plan component of the Comprehensive Plan, changing certain lands from the Neighborhood Future Land Use Category to the Neighborhood Center Future Land Use category, generally located along the north side of West Loop 306 Frontage Road, between Brook Hollow Lane and Southwest Boulevard- (Presentation by Planning & Development Director Jon James)

Summary/History:

The vacant subject property, which was part of a 1974 annexation, is an approximate ½-acre partition out of the overall Block 103 of the College Hills South Addition, Section 37, as recorded in 1976. The zoning of the subject property was changed from R-3 (Multi-family Residential) to CO (Commercial Office) in May of 1984 (RE: ZC-1456). In 2003, the City of San Angelo adopted its Comprehensive Plan which designated the Future Land Use of the subject property, as "General Commercial." The City's 2009 update to the Comprehensive Plan re-designated the property as "Neighborhood" and offered general and specific policies for preferred development in this area.

The owner/petitioner, Norvell Holveck, is requesting approval of an application to amend the current underlying Future Land Use designation of "Neighborhood" to "Neighborhood Center" to facilitate a corresponding request for a Zone Change from the Office Commercial (CO) Zoning District to a Planned Development (PD) Zoning District that will facilitate uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard. The requested amendment is voluntary, and the expansion in coverage will be confined to the limits of the Petitioner's property. A Concept Plan has been submitted in conjunction with this Petition.

Financial Impact:

N/A

Other Information/Recommendation:

This request was heard on December 19, 2016, by the Planning Commission. Commissioner Smith made a Motion to recommend APPROVAL. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

- | | | |
|----|-----------------|-----------------------------------|
| 1. | Staff Report | VP16-03_Staff_Report_Council.docx |
| 2. | Draft Ordinance | VP16-03_Ordinance_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

Meetings:

February 7, 2017
February 21, 2017

To:

City Council & Mayor

From:

Jon James, AICP
Director of Planning and Development Services

Through:

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

Case:

VP16-03: Holveck

Request:

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

Location:

3782 West Loop 306; generally located along the north side of West Loop 306 Westbound frontage road, between Brook Hollow Lane and Southwest Boulevard

Legal

Description:

0.5510 acres out of Block 103, College Hills South Addition

Size:

0.5510 acres

General Information

Future Land Use:

Neighborhood (pending change to Neighborhood Center)

Current Zoning:

Office Commercial (pending change to a Planned Development [PD])

Existing Land Use: Vacant

Surrounding Zoning / Land Use:

North:	Office Commercial (CO)	Vacant land
West:	Office Commercial (CO)	Bank; Private Roadway
South:	Office Commercial (CO)	Highway frontage road
East:	Low-rise Multi-family Residential (RM-1)	Apartments; Drainage Channel

District: SMD#6 – Charlotte Farmer

Neighborhood: Sunset

Thoroughfares/Streets: West Loop 306 is classified as a “Freeway,” which generally has a minimum right-of-way (ROW) width in excess of 100 feet and is defined as a controlled access, multi-lane divided roadway according to the TX-DOT Roadway Design Manual. Freeways have unique design characteristics that set them apart from non-access controlled arterial roadways.

Background:

The vacant subject property, which was part of a 1974 annexation, is an approximate ½-acre partition out of the overall Block 103 of the College Hills South Addition, Section 37, as recorded in 1976. The zoning of the subject property was changed from R-3 (Multi-family Residential) to CO (Commercial Office) in May of 1984 (RE: ZC-1456). In 2003, the City of San Angelo adopted its Comprehensive Plan which designated the Future Land Use of the subject property, as “General Commercial.” The City’s 2009 update to the Comprehensive Plan re-designated the property as “Neighborhood” and offered general and specific policies for preferred development in this area.

The owner/petitioner, Norvell Holveck, is requesting approval of an application to amend the current underlying Future Land Use designation of “Neighborhood” to “Neighborhood Center” to facilitate a corresponding request for a Zone Change from the Office Commercial (CO) Zoning District to a Planned Development (PD) Zoning District that will facilitate uses permitted

in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard. The requested amendment is voluntary, and the expansion in coverage will be confined to the limits of the Petitioner's property. A Concept Plan has been submitted in conjunction with this Petition.

Analysis:

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

Comprehensive Plan: The subject area currently has a Future Land Use designation of "Neighborhood." According to the 2009 Update, Neighborhoods are intended to promote quality neighborhoods by preserving and reinforcing their stability and diversity while providing for opportunities to increase density in order to attract and retain long-term residents and businesses, thereby ensuring the City's overall residential quality and economic vitality. These goals may be less achievable on the subject property, given its proximity to a freeway, which carries specific traffic types and volumes that are not conducive to substantive neighborhood building and retention, especially as it pertains to residential uses. It may be arguable, however, that single-tenant and single-purpose offices, given their low-to-moderate intensities and predictable and limited operations, may also be suitable for a neighborhood (RE: Z16-04, a Rezoning from RS-1 to CO within an area designated as "Neighborhood").

Neighborhood Centers, on the other hand, are geared to take on a more pedestrian-friendly character, integrate with and connect to their surroundings, and allow for building cluster to generate synergies between complementary uses. In short, they are intended to provide suitable transitional areas between diverse and escalatory land uses. Among the Goals necessary to reaching this Objective are: (1) Contract retail commercial corridors into a series of identifiable nodes or centers at key intersections; (2) Improving pedestrian access to commercial Neighborhood Centers; and (3) Blend intensive commercial areas into neighborhoods seamlessly. It should be noted that lands designated as "Neighborhood Center" may be found within approximately 82 feet southeast of the project area along the West Loop 306 frontage road, therefore the request does not appear unreasonable or uncharacteristic.

Land Use: The subject property has been vacant since 1974. The property was rezoned from Multi-family Residential to Office Commercial in 1984. There are notable issues that may have contributed to the lack of development on the property, such as limited frontage along an expressway, the lack of secondary site access, irregularity in configuration and topography, and adjacency to both residences and a drainage feature to the east. There is nothing to suggest that the property cannot fully realize its development potential or the goals and policies of the "Neighborhood" Future Land Use. On the other hand, the proposed reclassification appears to be consistent with area non-residential land use patterns along

West Loop 306 to the northwest. Given the nature, extent and location of the request, approval of the request may appear to contribute to the area's overall commercial character. Lastly, approval of the request does not appear to lay the foundation for subsequent discontinuous or inconsistent zoning patterns along West Loop 306.

Tax Base/Economic Impacts: Given the nature, extent, and location of the request, approval of the request does not appear to constitute a severe or substantial reduction in either the local tax base or opportunities for local or regional employment generation. The property has been zoned for non-residential purposes since 1984.

Housing: The proposed Future Land Use reclassification does not appear to cause any current residential displacement. Both "Neighborhood" and "Neighborhood Center" designations could support multi-family residential development, although the underlying zoning on the property would have to be amended. It should be noted that at the time of the 1984 zone change, multi-family residential was a permitted use in the CO zone, therefore housing potential did exist on the property prior to 1990. The corresponding zone change to a Planned Development may reduce local housing opportunities as the site could actually accommodate up to twelve multi-family dwelling units.

Infrastructure: The identification of impacts on the area street grid, area schools, public parks, utilities and levels of service on public facilities, as well as the requirement for reasonable and necessary public improvements and dedications in light of those identified impacts, will be handled at the time of the replatting of the subject property.

Notification:

On November 8, 2016, five notifications were mailed out to property owners of record within a 200-foot radius of the subject area. On December 7, 2016, a revised notification was mailed out due to a change of scope for the project in the aftermath of Staff discussions with the Petitioner. As of the date of this publication, Staff has received zero responses either in favor of, or in opposition to, the request.

Recommendation:

On December 19, 2016, the San Angelo Planning Commission voted to recommend APPROVAL of Case VP16-03, a request for approval of an amendment to the City of San Angelo Comprehensive Plan (aka Vision Plan), changing certain lands from the Neighborhood Future Land Use Category to the Neighborhood Center Future Land Use Category. The following is an excerpt from this meeting:

Public hearing and consideration of a request for approval of an amendment to the City of San Angelo Comprehensive Plan (a.k.a. Vision Plan), changing certain lands from the Neighborhood Future Land Use Category to the Neighborhood Center Future Land Use Category, on the property generally located along the north side of West Loop 306 Frontage

Road, between Brook Hollow Lane and Southwest Boulevard, and being 0.5510 acres out of Block 103, College Hills Addition.

At the request of City Staff, the Planning Commission also heard associated case number PD16-08 (Holveck), a request for approval of a Rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) for uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard, on the property generally located along the north side of West Loop 306 Frontage Road, between Brook Hollow Lane and Southwest Boulevard, and being 0.5510 acres out of Block 103, College Hills Addition.

David Stallworth, Principal Planner, provided a brief synopsis of both cases. Mr. Stallworth indicated the location of the subject area and showed existing site conditions as well as various perspectives of the surrounding area. Mr. Stallworth concluded his presentation with recommendations of approval for both cases, along with the bases for each recommendation.

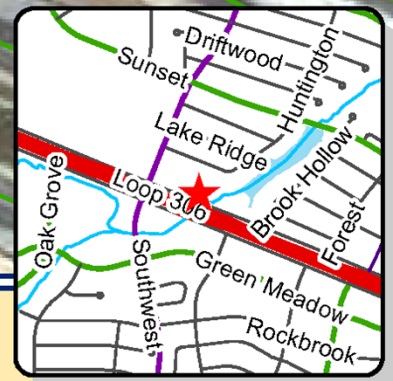
Barring further input from City Staff, Vice Chairperson Jackson opened the public hearing. Mr. Russell Gully, SKG Engineering, the Petitioner's authorized representative, approached the podium, identified himself, and made himself available to the Commission for questions. Barring any further public comment, Vice Chairperson Jackson then closed the public hearing and entertained further discussion and Motions.

Commissioner Smith made a Motion to recommend APPROVAL of an amendment to the City of San Angelo Comprehensive Plan (a.k.a. Vision Plan), changing certain lands from the Neighborhood Future Land Use Category to the Neighborhood Center Future Land Use Category. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Commissioner Smith made a Motion to recommend APPROVAL of a request for approval of a Rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) for uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard, subject to the Conditions outlined in the staff report. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Plan
Site Photographs



Multiple Development Case File
Cases VP16_03 / PD16_08, Holveck

Council District: Charlotte Farmer
 Neighborhood: Sunset
 Scale: 1 inch :: 100 feet
 Legal Descr:

Legend

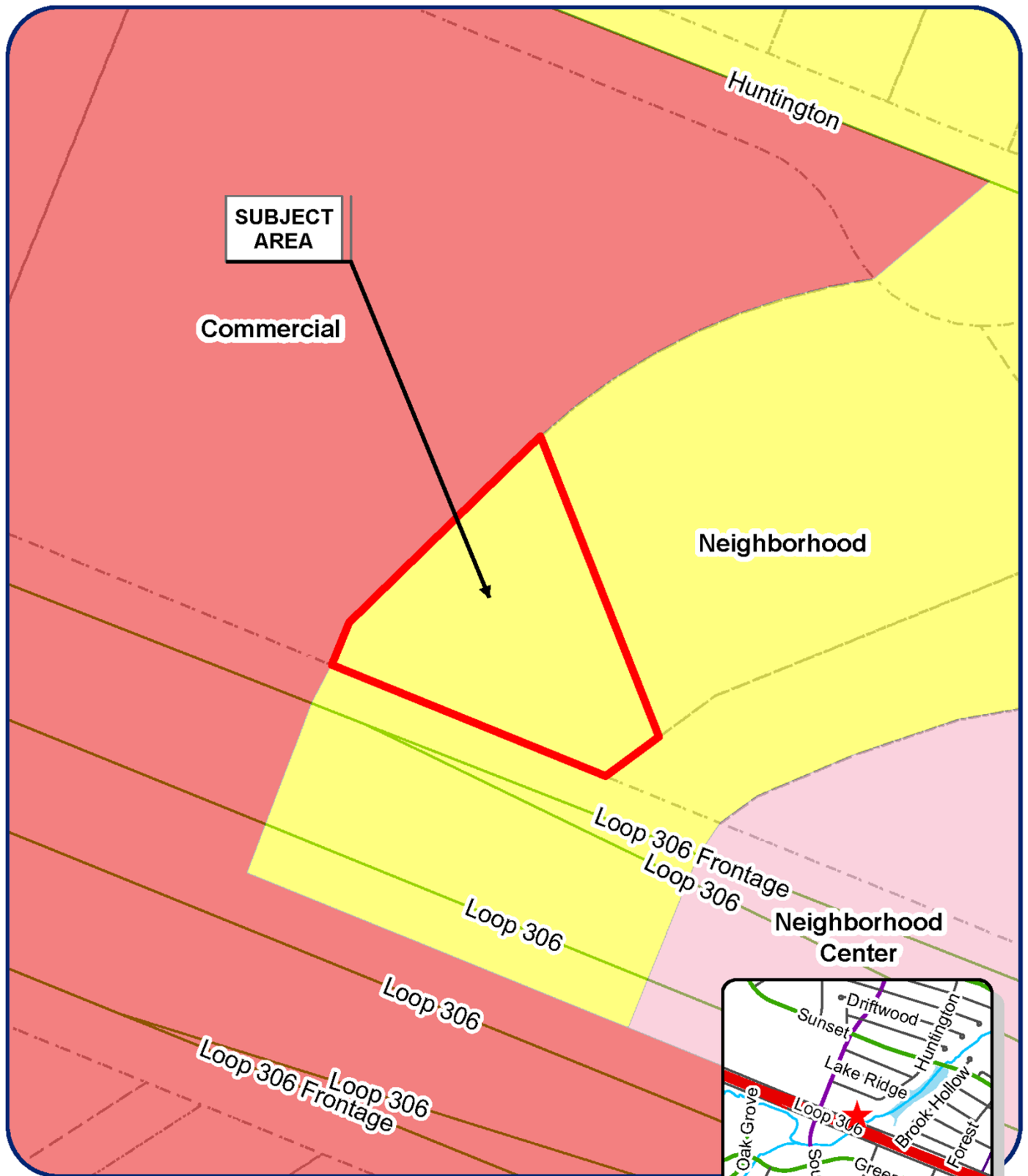
Subject Properties: —

Current Zoning: CO

Requested Zoning Change: PD

Vision: Neighborhood
(Chg to Commercial)



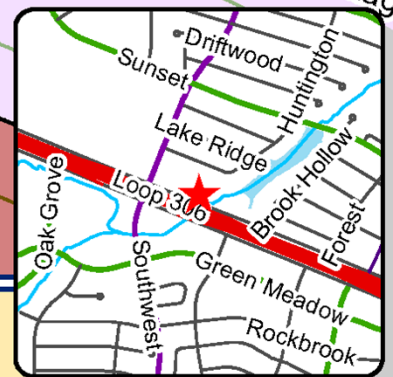
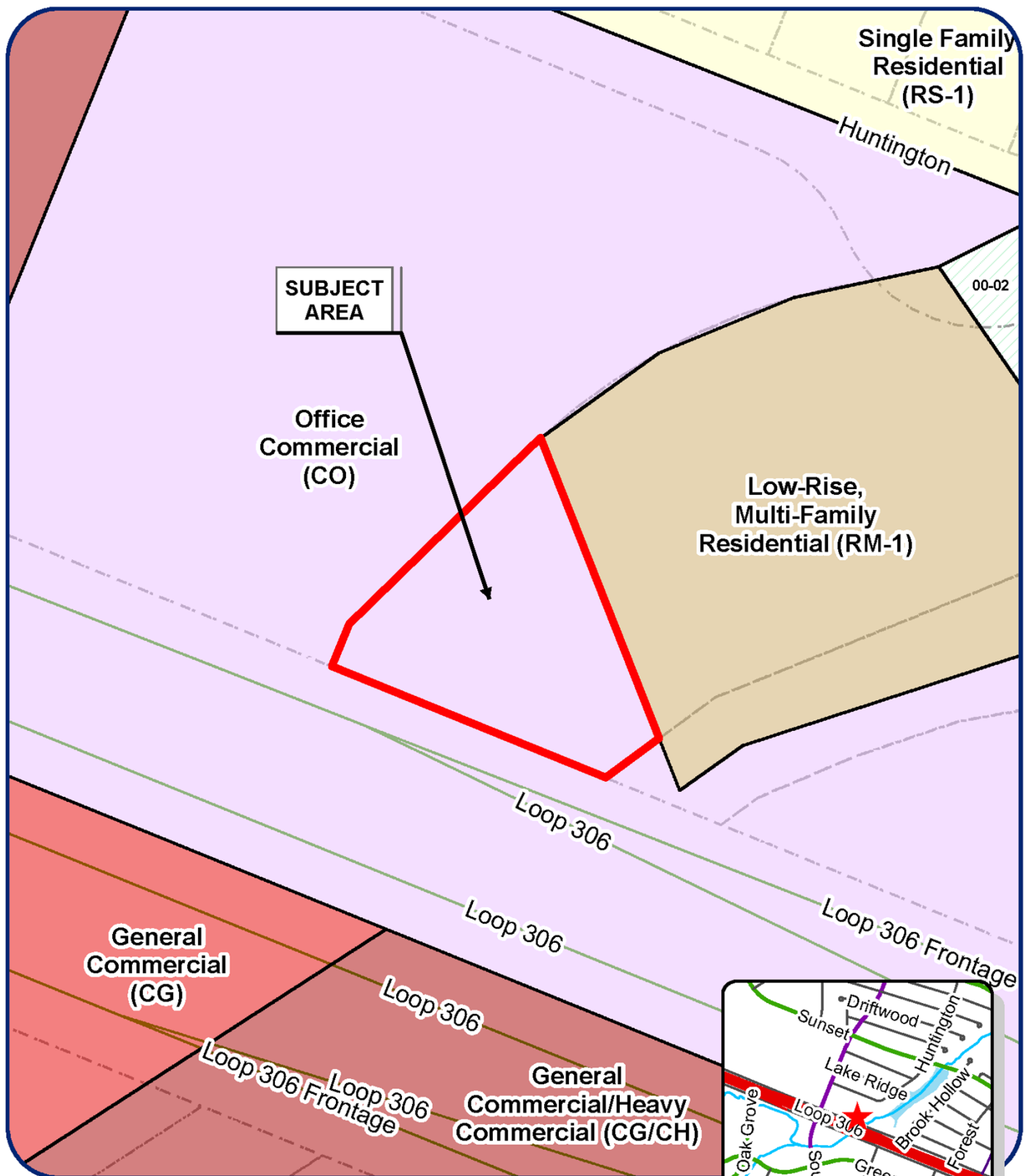


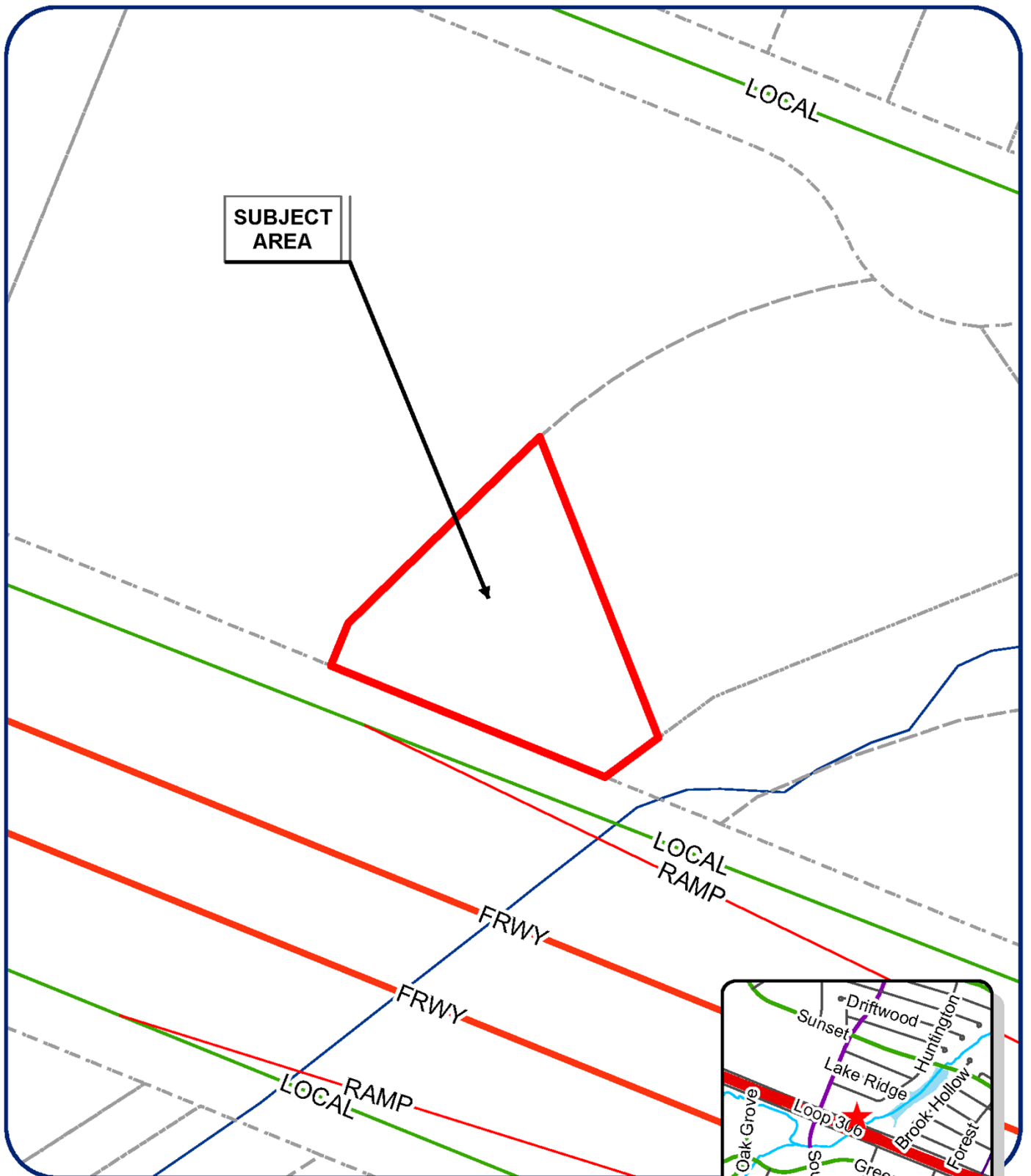
Multiple Development Case File
Cases VP16_03 / PD16_08, Holveck

Council District: Charlotte Farmer
 Neighborhood: Sunset
 Scale: 1 inch :: 100 feet
 Legal Descr:

Legend

Subject Properties: —
 Current Zoning: CO
 Requested Zoning Change: PD
 Vision: Neighborhood
(Chg to Commercial)





Multiple Development Case File

Cases VP16_03 / PD16_08, Holveck

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 100 feet

Legal Descr:

Legend

Subject Properties:

Current Zoning: **CO**

Requested Zoning Change: **PD**

Vision: **Neighborhood**

(Chg to Commercial)



SUBJECT PROPERTY (Vacant)



WEST OF THE SUBJECT PROPERTY (Bank, Private Roadway)



EAST OF THE SUBJECT PROPERTY (Drainage Channel)



EAST OF THE SUBJECT AREA (Apartments)



VIEW OF THE SUBJECT AREA, LOOKING SOUTH



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN (VISION PLAN) BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS FROM "NEIGHBORHOOD" TO "NEIGHBORHOOD CENTER;" 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, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code regarding adoption and amendment of the City's Comprehensive Plan (Vision Plan), having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that revision of the Vision Plan and Future Land Use Map changes should be made as set out herein;

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

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

3782 West Loop 306; generally located along the north side of West Loop 306 Westbound frontage road, between Brook Hollow Lane and Southwest Boulevard, and identified as 0.5510 acres out of Block 103, College Hills South Addition.

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

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

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

INTRODUCED on the **7th day of February, 2017**, and finally PASSED, APPROVED AND ADOPTED on this, the **24th day of February, 2017**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

First reading and public hearing for Case PD16-08, an ordinance approving a request for a rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) Zoning District for uses as a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard, generally located along the north side of West Loop 306 Frontage Road, between Brook Hollow Lane and Southwest Boulevard - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The vacant subject property, which was part of a 1974 annexation, is an approximate ½-acre partition out of the overall Block 103 of the College Hills South Addition, Section 37, as recorded in 1976. The zoning of the subject property was changed from R-3 (Multi-family Residential) to CO (Commercial Office) in May of 1984 (RE: ZC-1456). In 2003, the City of San Angelo adopted its Comprehensive Plan which designated the Future Land Use of the subject property, as "General Commercial." The City's 2009 update to the Comprehensive Plan re-designated the property as "Neighborhood" and offered general and specific policies for preferred development in this area. The subject property is irregular in configuration and is limited by a drainage channel and multi-family residential to the east and northeast. Although the subject property has extensive frontage along the West Loop 306 frontage road (194 feet), roughly half of the frontage is encumbered by guardrail for the adjacent drainage channel crossing to the east. There are also notable slopes associated with the subject property. The only site access would be from the West Loop 306 frontage road.

The owner/petitioner, Norvell Holveck, is requesting approval of a petition for a Zone Change from the Office Commercial (CO) Zoning District to a Planned Development (RS-2) Zoning District that will facilitate uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard. A separate petition to amend the current underlying Future Land Use designation of "Neighborhood" to "Neighborhood Center" corresponds to this request (RE: VP16-03). The requested amendment is voluntary, and the extent of the request will be confined to the limits of the Petitioner's property. A Concept Plan has been submitted in conjunction with this Petition.

Financial Impact:

N/A

Other Information/Recommendation:

This request was heard on December 19, 2016, by the Planning Commission. Commissioner Smith made a Motion to recommend APPROVAL of a request for approval of a Rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) for uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard, subject to the Conditions outlined in the staff report. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

1. Staff Report
2. Draft Ordinance

PD16-08_Staff Report_Council.docx
PD16-08_Ordinance_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

Meetings:

February 7, 2017
February 21, 2017

To:

City Council & Mayor

From:

Jon James, AICP
Director of Planning and Development Services

Through:

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

Case:

PD16-08: Holveck

Request:

A request for approval of a Rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) for uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard

Location:

3782 West Loop 306; generally located along the north side of West Loop 306 Westbound frontage road, between Brook Hollow Lane and Southwest Boulevard

Legal

Description:

0.5510 acres out of Block 103, College Hills South Addition

Size:

0.5510 acres

General Information

Future Land Use:

Neighborhood (pending change to
Neighborhood Center)

Current Zoning: Office Commercial (pending change to a Planned Development [PD])

Existing Land Use: Vacant

Surrounding Zoning / Land Use:

North:	Office Commercial (CO)	Vacant land
West:	Office Commercial (CO)	Bank; Private Roadway
South:	Office Commercial (CO)	Highway frontage road
East:	Low-rise Multi-family Residential (RM-1)	Apartments; Drainage Channel

District: SMD#6 – Charlotte Farmer

Neighborhood: Sunset

Thoroughfares/Streets: West Loop 306 is classified as a “Freeway,” which generally has a minimum right-of-way (ROW) width in excess of 100 feet and is defined as a controlled access, multi-lane divided roadway according to the TX-DOT Roadway Design Manual. Freeways have unique design characteristics that set them apart from non-access controlled arterial roadways.

Background:

The vacant subject property, which was part of a 1974 annexation, is an approximate ½-acre partition out of the overall Block 103 of the College Hills South Addition, Section 37, as recorded in 1976. The zoning of the subject property was changed from R-3 (Multi-family Residential) to CO (Commercial Office) in May of 1984 (RE: ZC-1456). In 2003, the City of San Angelo adopted its Comprehensive Plan which designated the Future Land Use of the subject property, as “General Commercial.” The City’s 2009 update to the Comprehensive Plan re-designated the property as “Neighborhood” and offered general and specific policies for preferred development in this area. The subject property is irregular in configuration and is limited by a drainage channel and multi-family residential to the east and northeast. Although the subject property has extensive frontage along the West Loop 306 frontage road (194 feet), roughly half of the frontage is encumbered

by guardrail for the adjacent drainage channel crossing to the east. There are also notable slopes associated with the subject property. The only site access would be from the West Loop 306 frontage road.

The owner/petitioner, Norvell Holveck, is requesting approval of a petition for a Zone Change from the Office Commercial (CO) Zoning District to a Planned Development (RS-2) Zoning District that will facilitate uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard. A separate petition to amend the current underlying Future Land Use designation of "Neighborhood" to "Neighborhood Center" corresponds to this request (RE: VP16-03). The requested amendment is voluntary, and the extent of the request will be confined to the limits of the Petitioner's property. A Concept Plan has been submitted in conjunction with this Petition.

Analysis:

Zone Change: The Planned Development Zoning District is a tailor-made zoning district designed for a specific purpose in a specific location, allowing for greater flexibility, improved design standards, and additional mitigation as deemed necessary and in relation to the surrounding environment. Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request.

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*

As previously indicated, a separate petition to amend the current underlying Future Land Use designation of "Neighborhood" to "Neighborhood Center" corresponds to this request (RE: VP16-03). Although the zoning of the property was amended in May of 1984 from multi-family residential to office commercial, the property has remained vacant for over thirty years. There may be other more salient issues other than zoning that may have precluded the property from reaching its development potential. Those issues, at minimum, may involve site configuration, topography or other unique issues of which the property owner has little to no control over. With this in mind, the Planned Development request should offer the flexibility necessary to develop the property in a manner that would promote Neighborhood Center goals, objectives and policies such as: (1) Contract retail commercial corridors into a series of identifiable nodes or centers at key intersections; (2) Improving pedestrian access to commercial Neighborhood Centers; and (3) Blend intensive commercial areas into neighborhoods seamlessly.

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

The purposes of a Planned Development District include, but are not limited to, the following: (1) To allow diversification of uses, structures, and open spaces and to promote flexibility of design in a manner compatible with existing and allowed uses of land on adjacent properties, (2) To preserve the natural amenities and environmental assets of the land by encouraging the preservation and improvement of open space, (3) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services, (4) To promote the efficient use of land to facilitate a more economic arrangement of buildings, uses of land and utilities, and (5) To promote the development of vacant property within the presently developed urban (or suburban) area. The proposed Planned Development should allow an otherwise underutilized property to develop the primary use, either a conventional office or a contractor's office with inside storage, in an unusual environment and within a flexible framework.

The Planned Development should also afford sufficient mitigation to ensure both compatibility with other area businesses and protection to nearby residents, particularly as the Planned Development will allow an ancillary billboard use. Section 12.04.006(b) of the Zoning Ordinance allows billboards in either intensive non-residential districts or along certain designated corridors that are zoned General Commercial (CG) or General-to-Heavy Commercial (CG/CH). The subject property is situated within one of those certain corridors (subsection [2][E], Loop 306 from Sherwood Way east to the San Angelo city limits). The property lacks the necessary zoning, however, and an intensive non-residential zoning category would be inappropriate for the property. The use of a Planned Development, however, allows the inclusion of a billboard while affording flexibility over site design and intensity of use, thereby meeting the spirit of the Zoning Ordinance. It should be clear, however, that the inclusion of billboard uses should be ancillary to the primary Office Commercial use, given that the use of a Planned Development merely for billboard purposes would be a disproportionate underutilization of a powerful development tool.

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 subject property has been zoned for Office Commercial uses for over thirty years, therefore the premise for the logical continuation of use patterns predates this request. Much of the development between the subject property and Southwest Boulevard is non-residential in nature, consisting of mostly office and some retail commercial. There are only two billboards along this segment of the West Loop 306 westbound frontage road between College Hills and Southwest Boulevards, the nearest being more than 1800 feet southeast of the subject property. Given the nature, extent and location of the request, approval of the Planned Development request may appear to contribute to the area's overall commercial character. Furthermore, approval of the Planned Development request does not appear to lay the foundation for subsequent

discontinuous or inconsistent zoning patterns along the westbound frontage road of West Loop 306. The approved Planned Development should provide adequate mitigation to lessen any adverse impacts to both nearby property owners and area environmental features, as well as suitable and reasonable standards that will foster a valuable and quality local asset.

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

As previously noted, the zoning of the property was amended in May of 1984 from multi-family residential to office commercial, yet the property has remained vacant for over thirty years. There may be other more pressing issues that may have precluded the property from reaching its fullest potential. Those issues, at minimum, may involve site configuration, topography or other unique issues of which the property owner has little to no control over, issues of which a zone change cannot cure, thereby rendering the property either unusually limited or simply undevelopable. On the other hand, the desire to include a contractor's office with indoor storage and a billboard as an ancillary use may constitute uses that could likely spur initial development of the site, uses that are otherwise precluded under the current conventional zoning. This could be seen as a reasonable change in condition that could lend merit to the request.

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.*

The Petitioner maintains that the zone change "will not result in significant adverse impacts..." with the premise that the normal permitting and review process will ensure against any negative impacts. A Planned Development should provide adequate mitigation to lessen any adverse impacts to both nearby property owners and area environmental features, as well as suitable and reasonable standards that will foster a valuable and quality local asset. Any permit-driven or planning-related review must be governed by the standards established under the Planned Development. These unconventional standards, which are specific to the Planned Development, must be defensible and justifiable with respect to their inclusion and implementation, especially in light of their potential for impact on the surrounding area.

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

The Petitioner maintains that the zone change "is predicated on a demonstrated community need" for certain non-residential uses (office, contractors' office with indoor storage and off-site signage). Although there is no any empirical data offered by the Petitioner, there still remains a local need for these particular uses (i.e. Office Commercial / Contractor's Office). Moreover, the introduction of these uses onto the

subject property may serve to increase job opportunities or generate additional revenue for the City. Conversely, there is nothing that Staff finds to suggest that the Planned Development would become a detriment, particularly if the planned development is tailored to mitigate adverse impacts on the surrounding area.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*

The Petitioner assumes that the zone change “will be consistent with the existing development patterns to the west and follows a logical and orderly pattern with frontage onto West Loop 306, which can accommodate higher traffic volumes.” The uses of the proposed Planned Development would be limited to Office, Contractor’s Office with Indoor Storage, and billboard use, which appears to be in keeping with existing nonresidential development along West Loop 306 to the northwest. The subject property has been zoned for Office Commercial uses for over thirty years, therefore the premise for the logical continuation of use patterns predates this request. With these factors in mind, Staff concurs with the Petitioner’s assumption.

Site Plan: Through this mechanism, the Petitioner may provide for customized development standards that allow for greater flexibility, improved design standards, and additional mitigation as deemed necessary and in relation to the surrounding environment. Despite the notable irregular configuration of the 0.55-acre site, it appears that the Petitioner has opted to utilize conventional Office Commercial (CO) development standards, building height and siting standards, off-street parking and circulation requirements and outdoor storage requirements, all of which are outlined in Article 5 of the Zoning Ordinance, with notable exceptions in the form of recommended conditions as deemed necessary and appropriate to providing adequate mitigation to nearby residential properties. All signage on the premises will be governed by a Master Sign Plan that must be submitted in conjunction with the Concept Plan prior to City Council review and consideration; the Master Sign Plan will be rooted in Article 12.04, the City’s Sign Ordinance, with notable exceptions to Section 12.04.006 regulating off-site signage.

Section 210(K) of the Zoning Ordinance requires that the Planning Commission and City Council consider the following 11 criteria in approving or denying the site plan through which these development standards are manifested:

1. **Safety of vehicular and pedestrian movements for the facility and surrounding area.** The scale of building and parking coverage in relation to the land area of the subject property is not extensive enough to warrant significant separation between vehicular and pedestrian traffic (i.e.: crosswalks, pedestrian aisles, etc.).
2. **Safety from fire hazards and required means of fire control.** Given the conceptual nature of the site plan, not enough is known about the use or internal layout of either building. On the other hand, onsite vehicular circulation, to include minimum drive aisle widths and fire lanes, is governed by both Section 511 of the Zoning Ordinance and the

International Fire Code, 2015 edition. All matters may be addressed separately at the time of building permit or separate zoning review.

3. **Protection from flooding and water damage.** The subject property is entirely located within both the 100-year and 500-year Special Flood Hazard Areas and may be subject to additional base floor elevations and all-weather access requirements.
4. **Noise and lighting glare, and the effect of such on adjacent neighborhoods.** The Petitioner did not provide any details on site lighting with the submittal. Additionally, sign illumination and facing composition details were also excluded from the submittal. These items are critical to determining the extent of mitigation necessary for the benefit of nearby residents to the east and northeast. Conditions may be recommended to address this matter.
5. **Relation of signs to traffic control and their effect on adjacent properties.** There appears to be no current or future opportunities for cut-through traffic between the subject property and neighboring properties. Traffic control matters may be relegated to no more than safe ingress onto, and egress from the property along West Loop 306. This matter may be addressed separately at the time of building permit or separate zoning review.
6. **Adequacy of off-street parking and loading facilities.** Depending on ultimate floor area and final building layout, all off-street parking, as well as internal vehicular circulation, will be governed by Section 511 of the Zoning Ordinance. Parking lot configuration should take into account both the minimization of vehicle reversal onto the adjoining West Loop 306 right-of-way and sufficient reservoir space for interior vehicle reversal, as well as minimum drive aisle and fire lane widths. As any future buildings on the site may most likely be under 20,000 square feet in floor area, Section 512 of the Zoning Ordinance governing Loading Standards will not apply. Nevertheless, all internal parking and circulation matters may be addressed separately at the time of building permit or separate zoning review.
7. **Appropriateness of ingress and egress points (for the subject property).** It has been previously noted the existence of a guardrail originating at the southeast corner of the subject property and encumbering over half of the property's West Loop 306 frontage, which in turn will impact the ultimate location of the property's primary and sole access. No pass-through connectivity with the adjoining residential uses to the east will be permitted under this Planned Development.
8. **Appropriate placement of landscaping and screening.** No landscaping or screening has been proposed for this project. Conditions will be recommended to provide some visual relief to the subject property, particularly as it pertains to streetscape along the frontage road, which is consistent with nearby office development to the northwest and to the southeast of the drainage channel. Careful attention should be given to tree selection so that it does not interfere with existing overhead facilities yet is able to provide

adequate ornamentation. This matter may be addressed separately at the time of building permit or separate zoning review.

9. **Site coverage by structures and other improvements.** Due to residential adjacency to the east and northeast, building coverage will be limited to no more than sixty percent of the gross area of the lot, while building height shall be limited to no greater than 35 feet. Separate conditions of approval will be recommended to these ends, and they will be enforced separately at the time of either building permit or separate zoning review.
10. **Building siting and aesthetic considerations.** Given the conceptual nature of the site plan, not enough is known about building layout, siting and floor area to offer a substantive analysis of this criterion. These matters could change significantly, depending upon final site access location, final billboard location and ultimate desired floor area or number of buildings. This matter may be addressed separately at the time of building permit or separate zoning review.
11. **Other public health, safety and welfare concerns.** The Planned Development may warrant additional conditions to ensure adequate mitigation of adverse impacts.

Notification:

On November 8, 2016, five notifications were mailed out to property owners of record within a 200-foot radius of the subject area. On December 7, 2016, a revised notification was mailed out due to a change of scope for the project in the aftermath of Staff discussions with the Petitioner. As of the date of this publication, Staff has received zero responses in favor of, and zero responses in opposition to, the request.

Recommendation:

On December 19, 2016, the San Angelo Planning Commission voted to recommend APPROVAL of the proposed Rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) for uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard, subject to the following ten Conditions of Approval, as recommended by Staff, with no changes:

1. The following principal uses shall be allowed within the Planned Development:
 - a. All uses permitted in the Office Commercial (CO) Zoning District, per Sec. 310 of the Zoning Ordinance, as either amended, restructured or re-edited.
 - b. Contractor's Office with Indoor Storage.

2. All development located within the Planned Development shall adhere to the general development standards outlined in Chapter 12, Exhibit A, Article 5, Zoning Ordinance, as either amended, restructured or re-edited, except as outlined below:
 - a. The front setback along West Loop 306 shall be thirty feet (30').
 - b. The setback along the northeast property line shall be ten feet (30').
 - c. The setback along the northwest and west property lines shall be twenty feet (20').
 - d. Maximum building height shall be no more than 35 feet.
 - e. Maximum aggregate building coverage shall be no more than sixty percent (60%) of the total lot area, as measure on the ground floor.
 - f. Outdoor storage shall be located next to a principal building wall, shall not be viewable from any vantage point along a public street right-of-way, shall be properly secured from both wind and elements, shall not exceed a twenty-square-foot area on the ground, and shall not block windows, doors or pedestrian walkways.
 - g. Both required and excess parking shall be paved.
3. A Master Sign Plan shall be structured in accordance with Chapter 12, Article 12.04, Sign Ordinance, as either amended, restructured, or re-edited, except as outlined below:
 - a. The Planned Development shall be limited to one free-standing sign that is no greater than 25 feet in height and 50 square feet in sign area.
 - b. The Master Sign Plan shall include provisions for the erection of one billboard support structure on the premises to facilitate the placement of no more than one back-to-back or one V-type sign.
 - c. The billboard structure shall be placed in a location consistent with that indicated on the approved Concept Plan.
 - d. Any necessary sign illumination will be positioned in a manner that will not adversely impact nearby residential development. Details indicating the level and direction of luminosity and its potential impact on surrounding properties shall be included in the Master Sign Plan on file with the Planning Division.
 - e. Any digital or electronic signage will be oriented in a manner that will not adversely impact nearby residential development. Details indicating the level and direction of luminosity and its potential impact on surrounding properties shall be included in the Master Sign Plan on file with the Planning Division.
 - f. Sign specifications, including but not limited to, support structure height, sign face composition and area, sign illumination, sign orientation and X/Y coordinates shall be included in the Master Sign Plan on file with the Planning Division.
4. Any permits for new building construction, regardless of floor area, shall require an Urban Design Review and approval.
5. No hazardous materials, toxic and caustic materials, vaporous or gaseous materials, solid and liquid wastes or general debris shall be stored on the premises. General household cleaning materials and office-related materials are exempt from this condition.

6. No metal fabrication, equipment repair or equipment maintenance of any kind shall be conducted on the premises.
7. Business vehicles shall not be parked in any required parking space. Spaces for business vehicle parking shall be clearly designated both on the Site Plan for the Urban Design Review and on the ground.
8. All exterior lighting shall be fully shielded and positioned in such a manner so as to not spill over onto any adjacent property or result in excessive glare. Light poles shall not exceed 35 feet in height. All site lighting shall utilize a light-emitting diode (LED) light source.
9. An Urban Design Review for the Planned Development shall incorporate the following streetscape along the property's West Loop 306 frontage, which may be subject to approval by both TxDOT and AEP:
 - a. One medium-sized ornamental or evergreen tree, every thirty feet in spacing between trees, which is a minimum three inches in caliper and six feet in height at time of planting.
 - b. No artificial turf or decomposed granite shall be permitted.
 - c. Inert materials shall constitute no more than 20 percent of the thirty-foot-wide front setback area (1163 square feet out of a total 5815-square-foot area).
 - d. Low-rise vegetated berms not exceeding 2-1/2 feet in height may be utilized.
 - e. All plantings must be drought-tolerant, hardy, and non-allergenic.
10. An Urban Design Review for the Planned Development shall incorporate the following landscape standards, at minimum:
 - a. A minimum eight-foot-high solid, opaque fence or wall shall be provided along any property line that is adjacent to a residential zone or use. Chain-link fencing with vinyl slats shall be prohibited as either perimeter or opaque fencing
 - b. Exclusive of streetscape, the property owner shall install a minimum of one tree for every 300 square feet of building area constructed on the property, with trees being a minimum three inches in caliper and ten feet in height at time of planting, drought-tolerant, hardy, and non-allergenic.
 - c. A minimum six-foot-wide landscape buffer shall be maintained along any property line that is adjacent to a residential zone or use. All landscaping must be drought-tolerant, hardy, and non-allergenic.

The following is an excerpt from this meeting:

Public hearing and consideration of a request for approval of an amendment to the City of San Angelo Comprehensive Plan (a.k.a. Vision Plan), changing certain lands from the Neighborhood Future Land Use Category to the Neighborhood Center Future Land Use Category, on the property generally located along the north side of West Loop 306 Frontage

Road, between Brook Hollow Lane and Southwest Boulevard, and being 0.5510 acres out of Block 103, College Hills Addition.

At the request of City Staff, the Planning Commission also heard associated case number PD16-08 (Holveck), a request for approval of a Rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) for uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard, on the property generally located along the north side of West Loop 306 Frontage Road, between Brook Hollow Lane and Southwest Boulevard, and being 0.5510 acres out of Block 103, College Hills Addition.

David Stallworth, Principal Planner, provided a brief synopsis of both cases. Mr. Stallworth indicated the location of the subject area and showed existing site conditions as well as various perspectives of the surrounding area. Mr. Stallworth concluded his presentation with recommendations of APPROVAL for both cases, along with the bases for each recommendation.

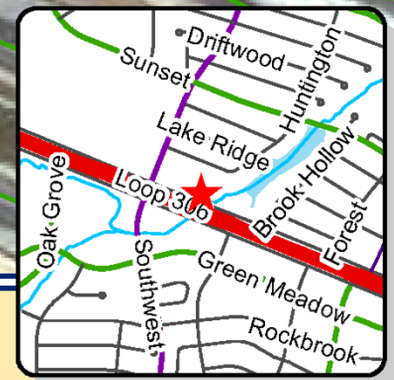
Barring further input from City Staff, Vice Chairperson Jackson opened the public hearing. Mr. Russell Gully, SKG Engineering, the Petitioner's authorized representative, approached the podium, identified himself, and made himself available to the Commission for questions. Barring any further public comment, Vice Chairperson Jackson then closed the public hearing and entertained further discussion and Motions.

Commissioner Smith made a Motion to recommend APPROVAL of an amendment to the City of San Angelo Comprehensive Plan (a.k.a. Vision Plan), changing certain lands from the Neighborhood Future Land Use Category to the Neighborhood Center Future Land Use Category. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Commissioner Smith made a Motion to recommend APPROVAL of a request for approval of a Rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) for uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard, subject to the Conditions outlined in the staff report. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Concept/Site Plan
Site Photographs



Multiple Development Case File

Cases VP16_03 / PD16_08, Holveck

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 100 feet

Legal Descr:

Legend

Subject Properties:

Current Zoning: **CO**

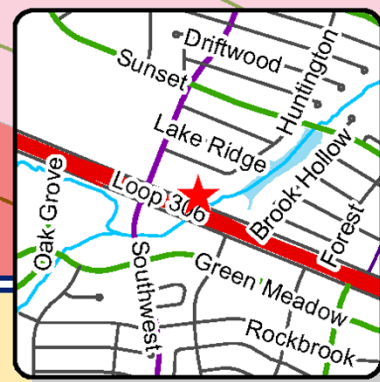
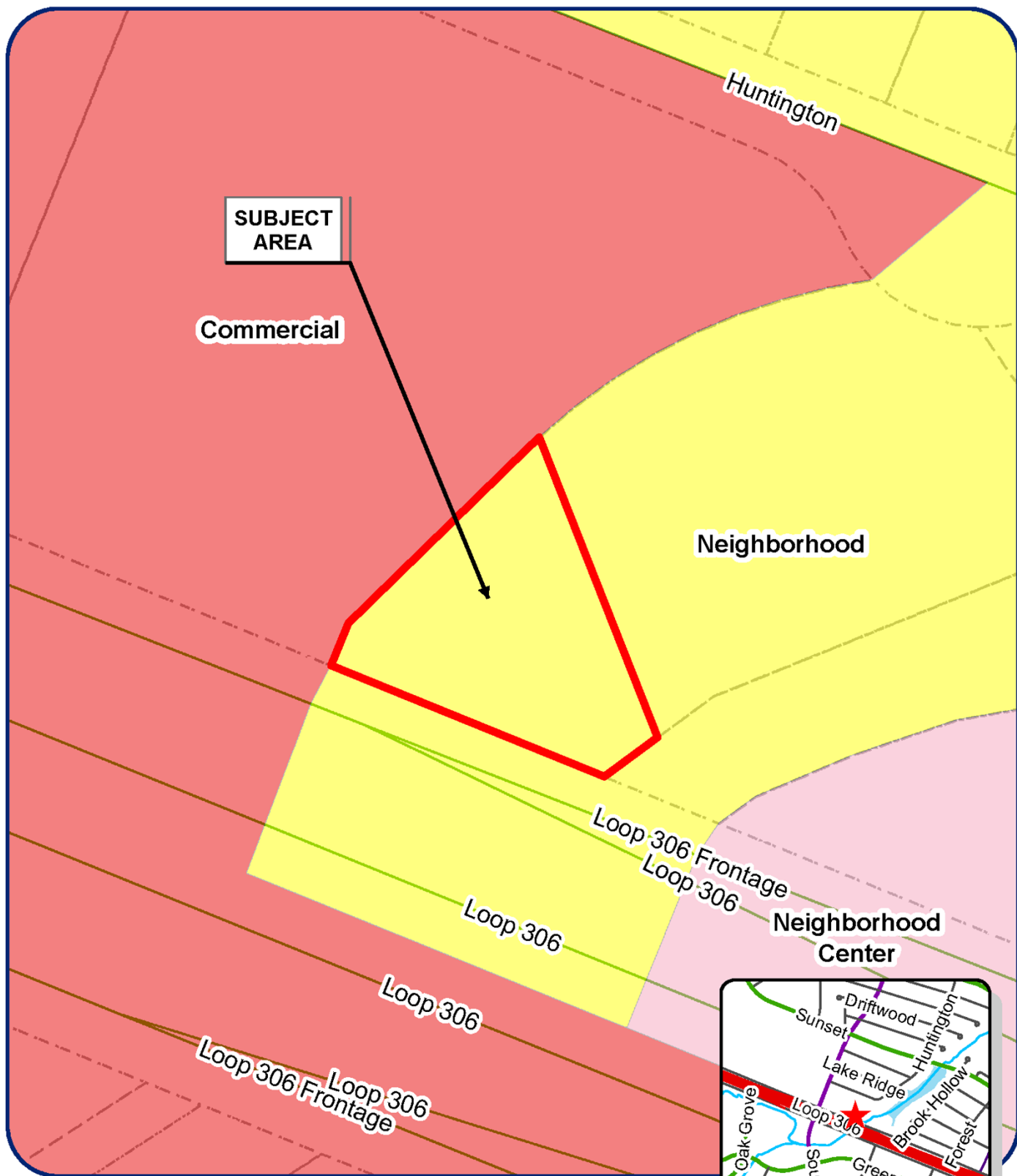
Requested Zoning Change: **PD**

Vision:

Neighborhood

(Chg to Commercial)





Multiple Development Case File

Cases VP16_03 / PD16_08, Holveck

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 100 feet

Legal Descr:

Legend

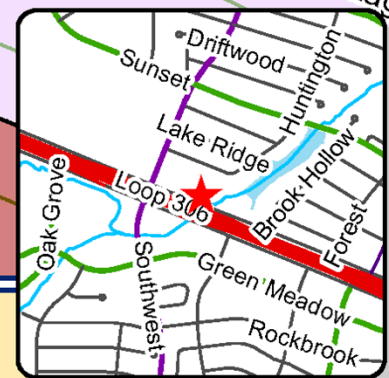
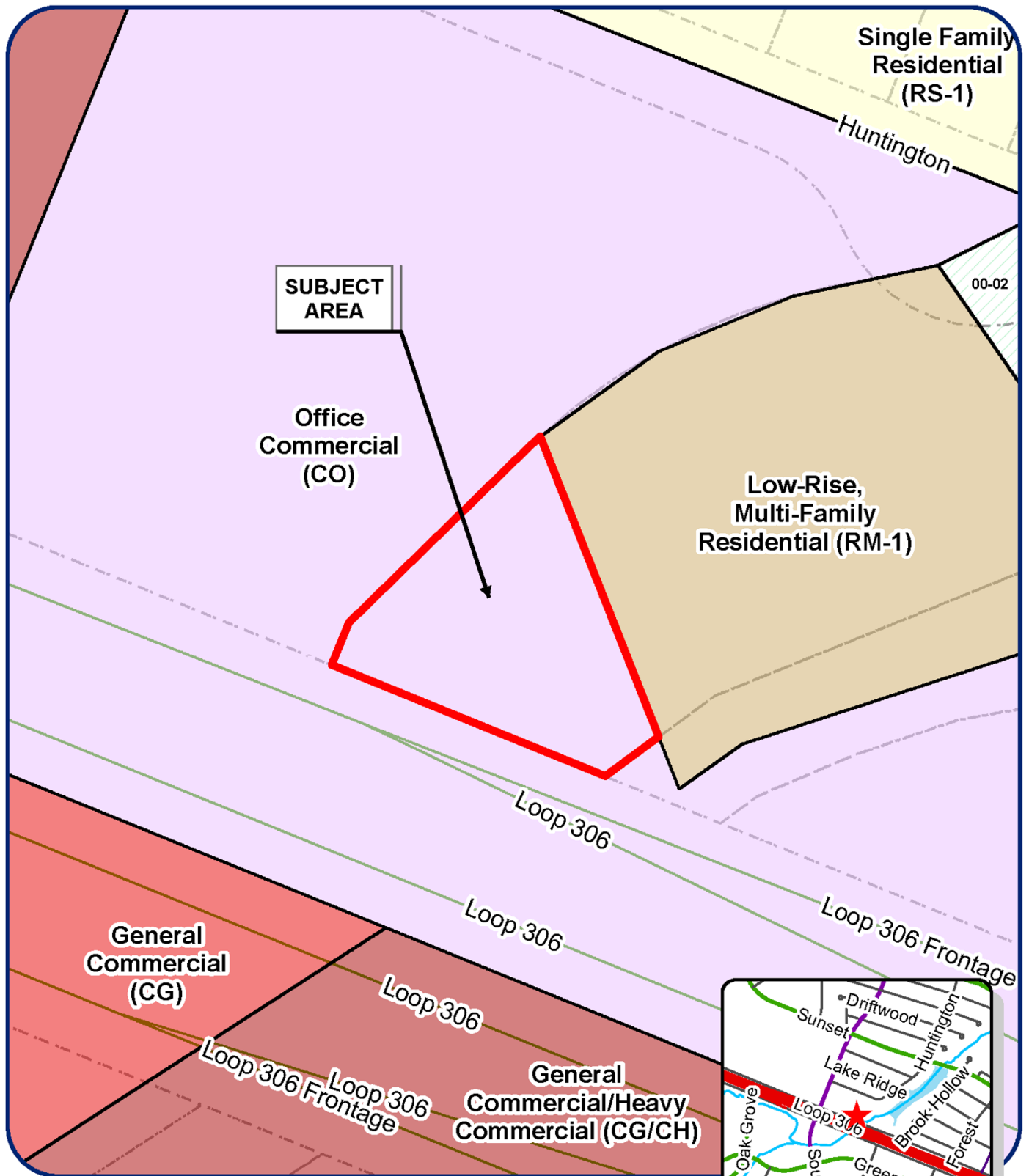
Subject Properties: —

Current Zoning: CO

Requested Zoning Change: PD

Vision: Neighborhood

(Chg to Commercial)



Multiple Development Case File

Cases VP16_03 / PD16_08, Holveck

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 100 feet

Legal Descr:

Legend

Subject Properties: —

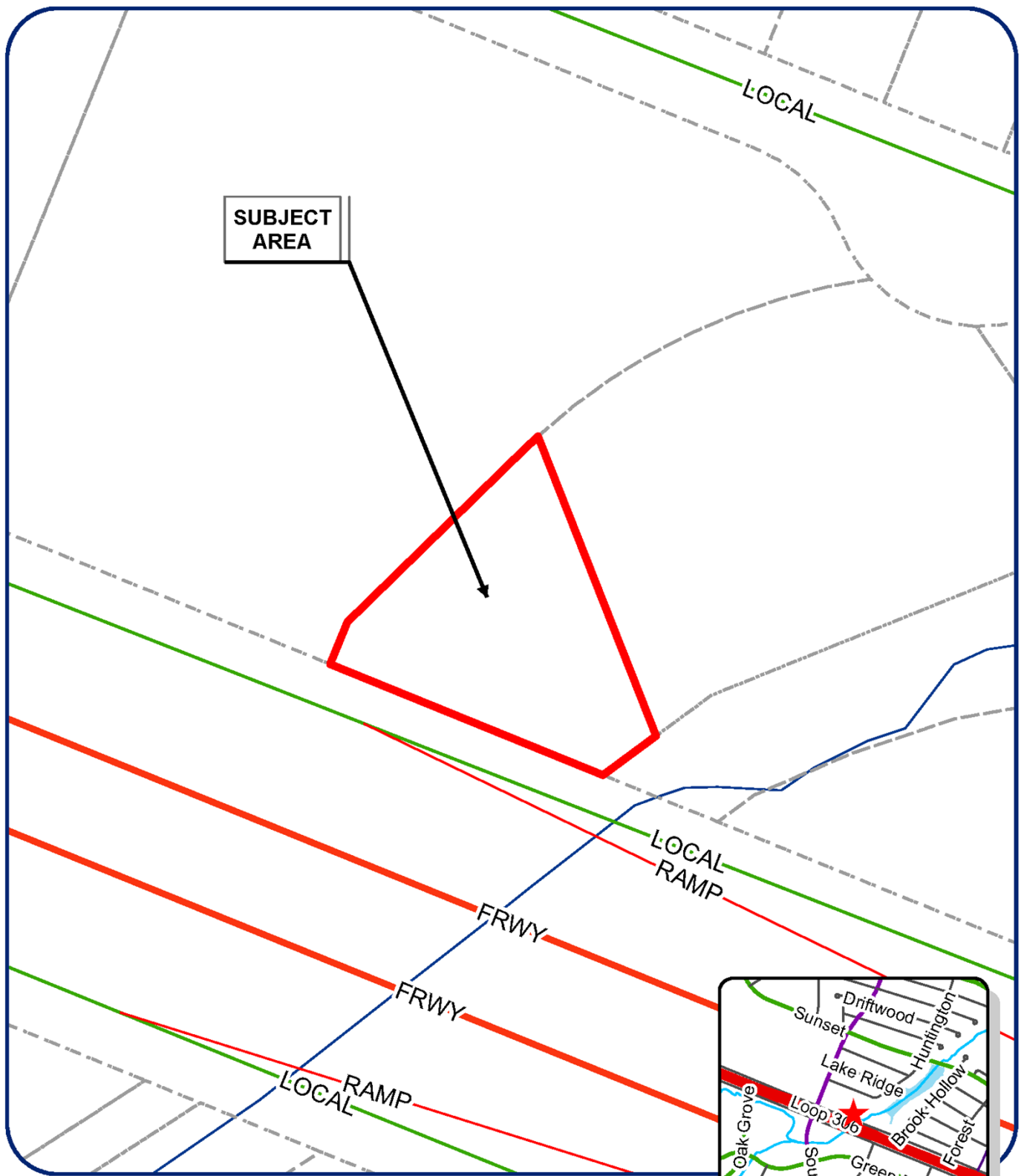
Current Zoning: CO

Requested Zoning Change: PD

Vision: Neighborhood

(Chg to Commercial)





Multiple Development Case File

Cases VP16_03 / PD16_08, Holveck

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 100 feet

Legal Descr:

Legend

Subject Properties: —
 Current Zoning: CO
 Requested Zoning Change: PD
 Vision: Neighborhood
(Chg to Commercial)





SUBJECT PROPERTY (Vacant)



WEST OF THE SUBJECT PROPERTY (Bank, Private Roadway)



EAST OF THE SUBJECT PROPERTY (Drainage Channel)



EAST OF THE SUBJECT AREA (Apartments)



VIEW OF THE SUBJECT AREA, LOOKING SOUTH



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: **3782 West Loop 306; generally located along the north side of West Loop 306 Westbound frontage road, between Brook Hollow Lane and Southwest Boulevard, and identified as 0.5510 acres out of Block 103, College Hills South Addition**, FROM THE OFFICE COMMERCIAL (CO) ZONING DISTRICT TO THE PLANNED DEVELOPMENT (PD) ZONING DISTRICT FOR USES PERMITTED IN THE OFFICE COMMERCIAL (CO) ZONING DISTRICT, A CONTRACTOR'S OFFICE WITH INDOOR STORAGE, AND THE PROVISION OF A MASTER SIGN PLAN TO INCLUDE A BILLBOARD; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY

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:

43782 West Loop 306; generally located along the north side of West Loop 306 Westbound frontage road, between Brook Hollow Lane and Southwest Boulevard, and identified as 0.5510 acres out of Block 103, College Hills South Addition, zoned Office Commercial (CO) Zoning District, shall henceforth be permanently zoned as Planned Development (PD) Zoning District for uses permitted in the Office Commercial (CO) Zoning District, a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard.

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to correct the 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: The City Council hereby adopts the Site Plan, attached hereto as Exhibit “A,” and made a part hereof, demonstrating the general intent and the limits of the proposed development, and outlining the general location and extent of allowed uses to support the proposed development.

SECTION 4: Upon the effective date of this Ordinance, all previously approved Special Uses associated with the subject property shall henceforth be declared null and void and shall be rendered ineffective.

SECTION 5: In all other respects, the following uses of the described property shall be allowed:

- a. All uses permitted in the Office Commercial (CO) Zoning District, per Sec. 310 of the Zoning Ordinance, as either amended, restructured or re-edited;
- b. Contractor’s Office with Indoor Storage.

SECTION 6: 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, particularly the non-residential district standards specific to the Office Commercial (CO) Zoning District, and the following modifications:

- a. The front setback along West Loop 306 shall be thirty feet (30’);
- b. The setback along the northeast property line shall be ten feet (30’);
- c. The setback along the northwest and west property lines shall be twenty feet (20’);

- d. Maximum building height shall be no more than 35 feet;
- e. Maximum aggregate building coverage shall be no more than sixty percent (60%) of the total lot area, as measured on the ground floor;
- f. Outdoor storage shall be located next to a principal building wall, shall not be viewable from any vantage point along a public street right-of-way, shall be properly secured from both wind and elements, shall not exceed a twenty-square-foot area on the ground, and shall not block windows, doors or pedestrian walkways;
- g. Both required and excess parking shall be paved;
- h. No hazardous materials, toxic and caustic materials, vaporous or gaseous materials, solid and liquid wastes or general debris shall be stored on the premises. General household cleaning materials and office-related materials are exempt from this condition;
- i. No metal fabrication, equipment repair or equipment maintenance of any kind shall be conducted on the premises;
- j. Business vehicles shall not be parked in any required parking space. Spaces for business vehicle parking shall be clearly designated both on the Site Plan for the Urban Design Review and on the ground;
- k. All exterior lighting shall be fully shielded and positioned in such a manner so as to not spill over onto any adjacent property or result in excessive glare. Light poles shall not exceed 35 feet in height. All site lighting shall utilize a light-emitting diode (LED) light source.

SECTION 7: Any permits for new building construction on this property, regardless of floor area, shall require an Urban Design Review and approval.

- a. An Urban Design Review for the Planned Development shall incorporate the following streetscape along the property's West Loop 306 frontage, which may be subject to approval by both TxDOT and AEP:
 - (1) One medium-sized ornamental or evergreen tree, every thirty feet in spacing between trees, which is a minimum three inches in caliper and six feet in height at time of planting;
 - (2) No artificial turf or decomposed granite shall be permitted;
 - (3) Inert materials shall constitute no more than 20 percent of the thirty-foot-wide front setback area (1163 square feet out of a total 5815-square-foot area);
 - (4) Low-rise vegetated berms not exceeding 2-1/2 feet in height may be utilized;
 - (5) All plantings must be drought-tolerant, hardy, and non-allergenic.
- b. An Urban Design Review for the Planned Development shall incorporate the following landscape standards, at minimum:
 - (1) A minimum eight-foot-high solid, opaque fence or wall shall be provided along any property line that is adjacent to a residential zone or use. Chain-link fencing with vinyl slats shall be prohibited as either perimeter or opaque fencing;
 - (2) Exclusive of streetscape, the property owner shall install a minimum of one tree for every 300 square feet of building area constructed on the property, with trees being a

minimum three inches in caliper and ten feet in height at time of planting, drought-tolerant, hardy, and non-allergenic;

- (3) A minimum six-foot-wide landscape buffer shall be maintained along any property line that is adjacent to a residential zone or use. All landscaping must be drought-tolerant, hardy, and non-allergenic.

SECTION 8: The property shall be subject to a Master Sign Plan, which shall be structured in accordance with Chapter 12, Article 12.04, Sign Ordinance, as either amended, restructured, or re-edited, except as outlined below:

- a. The Planned Development shall be limited to one free-standing sign that is no greater than 25 feet in height and 50 square feet in sign area;
- b. The Master Sign Plan shall include provisions for the erection of one billboard support structure on the premises to facilitate the placement of no more than one back-to-back or one V-type sign;
- c. The billboard structure shall be placed in a location consistent with that indicated on the approved Concept Plan;
- d. Any necessary sign illumination will be positioned in a manner that will not adversely impact nearby residential development. Details indicating the level and direction of luminosity and its potential impact on surrounding properties shall be included in the Master Sign Plan on file with the Planning Division;
- e. Sign specifications, including but not limited to, support structure height, sign face composition and area, sign illumination, sign orientation and X/Y coordinates shall be included in the Master Sign Plan on file with the Planning Division.

SECTION 9: 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 10: Any person who violates any provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.01.009 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

SECTION 11: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **7th day of February, 2017**, and finally PASSED, APPROVED AND ADOPTED on this, the **21st day of February, 2017**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

First reading and public hearing for Case PD16-09, an ordinance approving a request for a rezoning from the Planned Development (PD97-03) Zoning District to a new Planned Development (PD) Zoning District to allow for all of the permitted uses in the General Commercial (CG) Zoning District, generally located approximately 700 feet southwest of the intersection of Sunset Drive and West Loop 306 - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On November 18, 2016, the applicant submitted a request for a new Planned Development (PD) Zoning District for the subject property, 4157-4219 Sunset Drive. The "Office Max" property at 4225 Sunset Drive which was part of the original Planned Development (PD97-03) was excluded from the new PD as the property owner chose not to be signatory to the request. The Office Max site will continue to be subject to the provisions of PD97-03. There is 62,000 square feet of existing retail floor area accessible to the public on the site. This includes the "Bed, Bath and Beyond" building to the west and the "Ross" building to the north which adjoins the Office Max and Target building on separate properties. The purpose of this request is to allow an additional 12,000 square feet of accessible (net) retail floor area on the site within two new buildings: a 9,000-square foot retail/office building to the east of the site, and a 3,000-square foot retail building to the south. This will bring the total accessible floor area to 74,000 square feet, and reduce the amount of available parking on the property from 461 to 342 parking spaces, a reduction of 119 spaces. However, the site will comply with the parking requirements of the zoning ordinance. In addition, an existing shared parking agreement will continue to throughout the shopping center.

The original PD allowed uses permitted in the General Commercial (CG) Zoning District and Planning Staff are recommending that the new PD continue to allow CG uses which include existing and new retail stores and offices. An Urban Design Review will be required as part of the new PD. During our site visit, Planning Staff found the site void of landscaping. Through the Urban Design Review, Staff will require landscaping throughout the subject property to improve site aesthetics and provide adequate buffering, as appropriate.

Financial Impact:

N/A

Other Information/Recommendation:

On December 19, 2016, the Planning Commission recommended APPROVAL of Case PD16-09. Commissioner Farmer made a Motion to recommend APPROVAL of the Rezoning request, removing Condition #4. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

1. Staff Report PL_PD16-09_Staff Report.docx

2. Draft Ordinance

PL_PD16-09_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:

February 7, 2017
February 21, 2017

To:

City Council

From:

Jon James, AICP
Director of Planning and Development Services

Through:

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

Planner:

Jeff Fisher
Planner I

Case:

PD16-09

Request:

A request for a new Planned Development to allow for all of the permitted uses in the General Commercial (CG) Zoning District

Location:

4157-4219 Sunset Drive; generally located approximately 700 feet southwest of the intersection of Sunset Drive and West Loop 306

Legal

Description:

College Hills South Subdivision, Section 41B, Lots 3R, 5, and 6.

Size:

8.4207 acres

General Information

Future Land Use:

Commercial

Current Zoning:

Planned Development (PD97-03)

Existing Land Use: Retail Shopping Center – Rancho Sunset Plaza

Tenants:

LOT 3R BUILDING:

Address (Sunset Dr)	Tenant	Use	Floor Area (accessible to public)
4157	Petco	Retail	12,000 sq. ft.
4161-4167	Rue 21	Retail	5,400 sq. ft.
4169	Bed, Bath and Beyond	Retail	12,000 sq. ft.
4175	Versona Accessories	Retail	5,100 sq. ft.

LOTS 5 & 6 BUILDING:

Address (Sunset Dr)	Tenant	Use	Floor Area (accessible to public)
4205-4213	Kirkland's Home KC Nails GameStop	Retail	5,000 sq. ft.
4219	Ross	Retail	22,500 sq. ft.

NEW BUILDINGS:

Address (Sunset Dr)	Tenant	Use	Floor Area (accessible to public)
Unaddressed	Unknown	Retail and Office	9,000 sq. ft.
Unaddressed	Unknown	Retail	3,000 sq. ft.

Existing accessible floor area: 62,000 sq. ft.

Proposed accessible floor area: 12,000 sq. ft.

Total accessible floor area: 74,000 sq. ft.

Surrounding Zoning / Land Use:

North:	Planned Development (PD97-03) General Commercial/ Heavy Commercial (CG/CH)	Office Max (not part of this request) Target Retail Store
West:	Planned Development (PD97-03)	West Loop 306, TXDOT right-of-way
South:	Low Rise Multifamily Residential (RM-1)	Desert Shadow Apartments
East:	General Commercial/ Heavy Commercial (CG/CH)	Pier 1 Imports, retail commercial building

District: SMD #6 – Charlotte Farmer

Neighborhood: Sunset Neighborhood

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 is owned and maintained by TxDOT and is exempt from the minimum right-of-way and paving requirements of the MTP. The property also has access to Sunset Drive via internal access driveways through adjacent properties. Location and configuration of these access driveways are shown on Exhibit X of the approved “Operation and Easement Agreement” signed on March 11, 1997, by the former owners of the subject property and the Target and Shannon Medical properties, and filed for record with the Tom Green County Clerk on March 19, 1997.

History and Background:

On November 18, 2016, the applicant submitted a request for a new Planned Development (PD) Zoning District for the subject property, 4157-4219 Sunset Drive. The “Office Max” property at 4225 Sunset Drive which was part of the original Planned Development (PD97-03) was excluded from the new PD as the property owner chose not to be signatory to the request. The Office Max site will continue to be subject to

the provisions of PD97-03. There is 62,000 square feet of existing retail floor area accessible to the public on the site. This includes the “Bed, Bath and Beyond” building to the west and the “Ross” building to the north which adjoins the Office Max and Target building on separate properties. The purpose of this request is to allow an additional 12,000 square feet of accessible (net) retail floor area on the site within two new buildings: a 9,000-square foot retail/office building to the east of the site, and a 3,000-square foot retail building to the south. This will bring the total accessible floor area to 74,000 square feet, and reduce the amount of available parking on the property from 461 to 342 parking spaces, a reduction of 119 spaces.

The original Planned Development, PD97-03 approved by City Council on June 3, 1997, included a shared parking and access agreement “Operation and Easement Agreement” which was filed for record with the Tom Green County Clerk on March 19, 1997. The agreement stipulated that the subject property, and the Office Max, Target, and Shannon Medical properties could share required parking across one another’s properties. The agreement also included shared access driveways. Both allowances were required as part of the approved PD and are shown on the new site plan provided.

The new site plan delineates 342 parking spaces on the property and there are an additional 498 spaces available on the other properties. The total number of parking spaces available for all properties after expansion is 840. Retail sales and service uses in Section 511.B of the Zoning Ordinance require one parking space for every 200 square feet of gross floor area accessible to the public. As provided by the applicant, the total accessible retail gross floor area for all properties, including the two proposed retail buildings, is 138,239 square feet, requiring 691 parking spaces. This would leave a surplus of 149 parking spaces (1.22 spaces per 200 square feet) and therefore, the proposed development would comply with the Zoning Ordinance. As previously mentioned, 119 parking spaces will be removed to facilitate construction of two new retail buildings. Although the above analysis confirms that the new parking layout will comply with the Zoning Ordinance, Planning Staff conducted two site visits to ensure there was adequate parking on a typical weekday and weekend day. The first site visit was on Sunday, December 10, 2016, at 5 p.m. and the second on Monday, December 11, 2016, at 12:00 p.m. On both days, Staff found at least 50% of the Target, Office Max, and Shannon properties to have available parking, and at least 66% of the subject property to have available parking. As the attached photos show, most of the available parking is along the south and southeast portion of the site where the two new retail buildings would be located. Staff is confident from this analysis that there is adequate parking to accommodate the two new retail buildings.

The original PD allowed uses permitted in the General Commercial (CG) Zoning District and Planning Staff are recommending that the new PD continue to allow CG uses which include existing and new retail stores and offices.

On-site and off-site signs were allowed in the original PD, but number, locations, and dimensions were regulated by the Sign Ordinance. Staff noted a freestanding sign on the property adjacent to the West Loop 306 entrance. This sign acts as both an on-

site and off-site sign because it advertises the tenants of the subject property and Target on the separate property at 4235 Sunset Drive. A sign variance was granted by the Planning Commission on January 17, 2005, to allow additional sign area on the sign for the new tenants, as well an increase in the maximum sign height from 50 to 53 feet (SV05-03).

An Urban Design Review will be required as part of the new PD. During our site visit, Planning Staff found the site void of landscaping or xeriscaping. Through the Urban Design Review, Staff will require a combination of landscaping and xeriscaping throughout the subject property to improve site aesthetics and provide adequate buffering, as appropriate.

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 subject property is designated “Commercial” in the City’s Comprehensive Plan aka Vision Plan, as it is part of an extensive commercial corridor adjacent to West Loop 306. Commercial areas “often are single-use centers consisting of large retail and office clusters that seek visibility and convenient access offered by frontage on the major street network.” The subject property contains an existing retail shopping plaza adjacent to Loop 306, a freeway that connects businesses and provides shopping amenities for city residents. The additional retail buildings would be consistent with this policy.

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

The original PD97-03 allowed uses permitted within the General Commercial (CG) Zoning District. After conducting a site analysis, Planning Staff is satisfied with maintaining the current CG underlay zoning. The present CG zoning will allow all existing and proposed retail and office uses on the property. As indicated above, after the new expansion, there will be 149 surplus parking spaces shared between the subject property tenants, and those on the adjacent properties. The updated site plan with updated parking table will be incorporated into the future PD Ordinance. Any future expansions and/or reductions in overall parking shall require an amendment to the PD. Planning Staff will recommend a 20-foot setback from the south property line to reflect the existing 20-foot utility easement in this location. The proposed development will comply with all other CG development standards. There is an existing 10-foot high opaque wood privacy fence along the south

property line abutting the residential apartments as required. Consistent with the previous PD Ordinance, Planning Staff will require that any proposed outdoor storage or display require an amendment to this PD, and be limited to 10% of the total site area.

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 new retail is compatible with the surrounding area. The area is surrounded in three directions by other retail activity and the new buildings would be a logical extension of the existing retail buildings already on the property. The 10-foot high privacy fence to the south provides adequate screening from the residential apartments.

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

As indicated above, there is a surplus amount of on-site parking in the Zoning Ordinance and on the site during peak hours. Based on this, Staff believes the site is being underutilized and additional retail coverage would be appropriate. After the expansion, there would still be 149 vacant parking spaces across the properties for use by the various tenants.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*

Staff does not anticipate any significant impacts on the natural environment because the site has already been paved and graded. The new buildings would be located on top of an existing paved area. 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.*

Although the applicant did not provide a rationale for the proposed expansion, Staff believe there is a community need given the large amount of retail development already in the surrounding area along Loop 306 and Sunset Drive, and considering that there is an oversupply of parking spaces on site which are not presently being utilized.

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 in the area. The existing site is already platted and the new buildings will follow a logical extension of the existing retail on-site and on surrounding properties. The site has direct and abutting access to West Loop 306, a freeway which can accommodate large traffic volumes, as well as access to Sunset Drive, a Collector Street, through the shared access and parking agreement. The traffic circulation pattern after expansion will remain consistent with the existing circulation pattern and parking layout. The new building locations will not obstruct the existing shared access driveways. Prior to obtaining building permit(s), the applicant shall ensure there is a minimum 24-foot maneuvering area between parking spaces for two-way traffic as required by the Zoning Ordinance.

Notification:

On December 8, 2016, seven notifications were mailed out within a 200-foot radius of the properties, and on January 19, 2017, notice was published in the *San Angelo Standard-Times* as required for Rezoning which require a public hearing before City Council. As of January 20, 2017, there were zero (0) responses in favor and zero (0) in opposition of the request.

Planning Commission Recommendation:

On December 19, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for a new Planned Development to allow for all of the permitted uses in the General Commercial (CG) Zoning District on the subject property at 4157-4219 Sunset Drive. The following is the complete excerpt of the Minutes from the December 19, 2016, meeting for this case:

Jeff Fisher, Planner, outlined the proposed request for a Planned Development Rezoning to allow additional retail commercial buildings totaling 12,000 square feet on the subject property which was the home to Bed, Bath, and Beyond and other various retail uses. He explained that the Office Max tenant which was part of the original Planned Development was not part of this request, and thus, would be subject to the original PD97-03 stipulations.

Mr. Fisher outlined Staff's recommendation to approve the Planned Development subject to the four conditions outlined in the Staff Report based on the proposal being compatible with the Commercial designation in the Comprehensive Plan, providing adequate parking, and being compatible with the existing retail development on the property and in the surrounding area.

Acting Chair Teri Jackson opened the meeting for public comment.

Russell Gully with SKG Engineering, the applicant's representative, requested that Condition #4 requiring an Urban Design Review (UDR) be removed as the Zoning Ordinance already outlined when a UDR is required.

Commissioner Farmer made a Motion to recommend APPROVAL of the Rezoning request, removing Condition #4. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Staff's Recommendation:

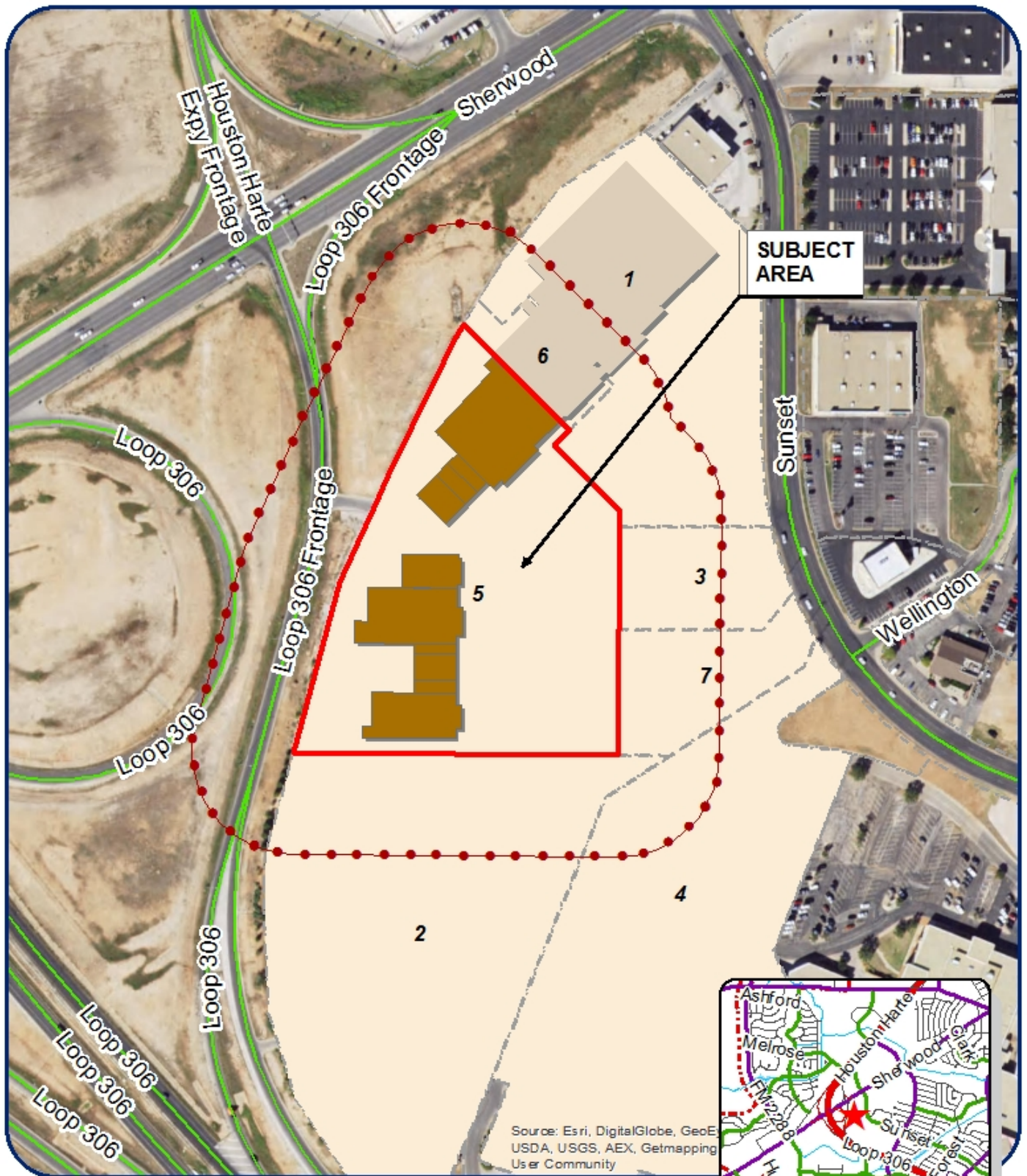
Staff's recommendation is for City Council to **APPROVE** the proposed Zone Change from the Planned Development (PD97-03) Zoning District to a new **Planned Development (PD16-09) Zoning District** to allow for all of the permitted uses in the General Commercial (CG) Zoning District, **subject to the following three 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.
2. Overall site use shall be in accordance with the approved Concept Plan, including a minimum of 342 required on-site parking spaces. A final Site Plan shall be submitted to the Permits and Inspections Division prior to construction that ensures proper parking space dimensions and adequate maneuvering areas in accordance with the Zoning Ordinance. Any new development shall also comply with the shared parking and access requirements outlined in the "Operation and Easement Agreement", filed for record with the Tom Green County Clerk on March 19, 1997, and any amending agreements as may be required. Any further reduction in parking shall require an amendment to this PD Ordinance.
3. Any proposed outdoor storage areas shall be included on an amended site plan to be approved by the Planning Director. Outdoor storage and display of merchandise, generally allowed to be stored or sold in General Commercial (CG) Zoning Districts shall not exceed 10 percent of the total site area.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Concept Plan
Exhibit X – Shared Parking and Access Agreement
Photos
Application



Planned Development Case File

PD16-09: Rancho Sunset Plaza, LP

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch :: 300 feet

Legal Descr: Lots 3R, 5 and 6, Blk 123, S-41B, College Hills South, R1

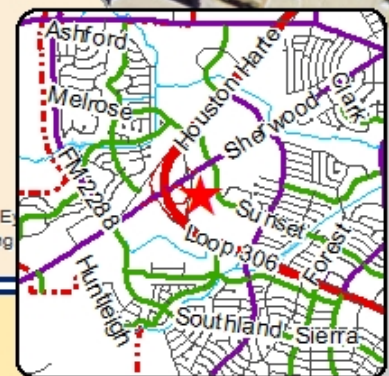
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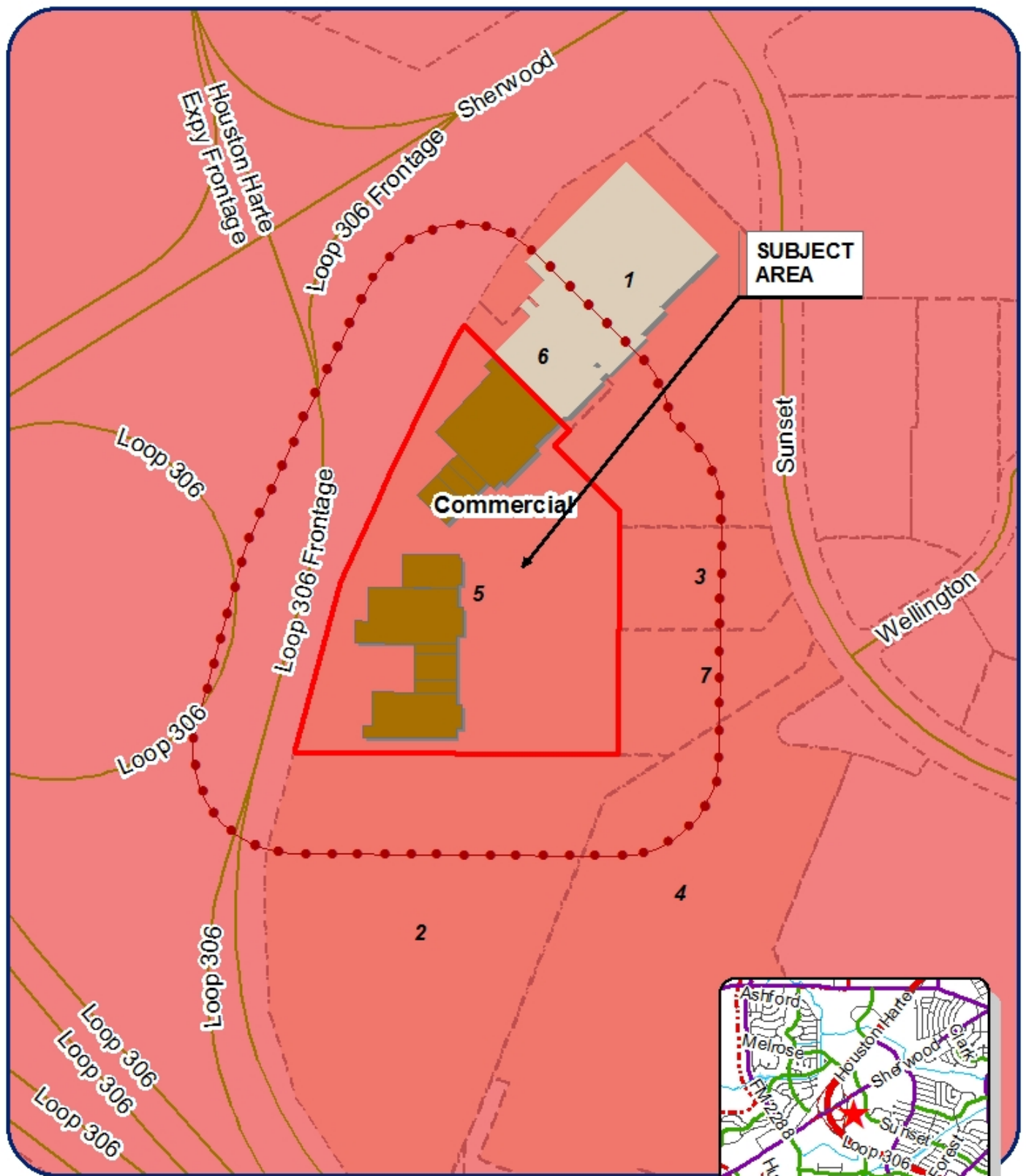
Subject Properties:

Current Zoning: PD97-03

Requested Zoning Change: N/A

Vision: Commercial





Planned Development Case File

PD16-09: Rancho Sunset Plaza, LP

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch = 300 feet

Legal Descr: Lots 3R, 5 and 6, Blk 123, S-41B, College Hills South, R1

Legend

Subject Properties: —

Current Zoning: PD97-03

Requested Zoning Change: N/A

Vision: Commercial

N





Legend

Subject Properties: [REDACTED]
Current Zoning: PD97-03

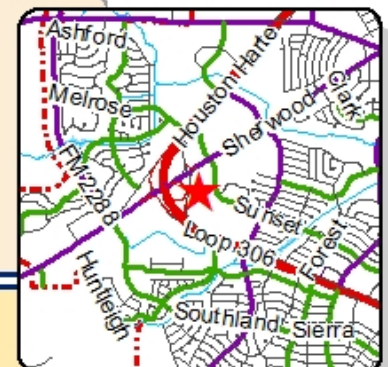
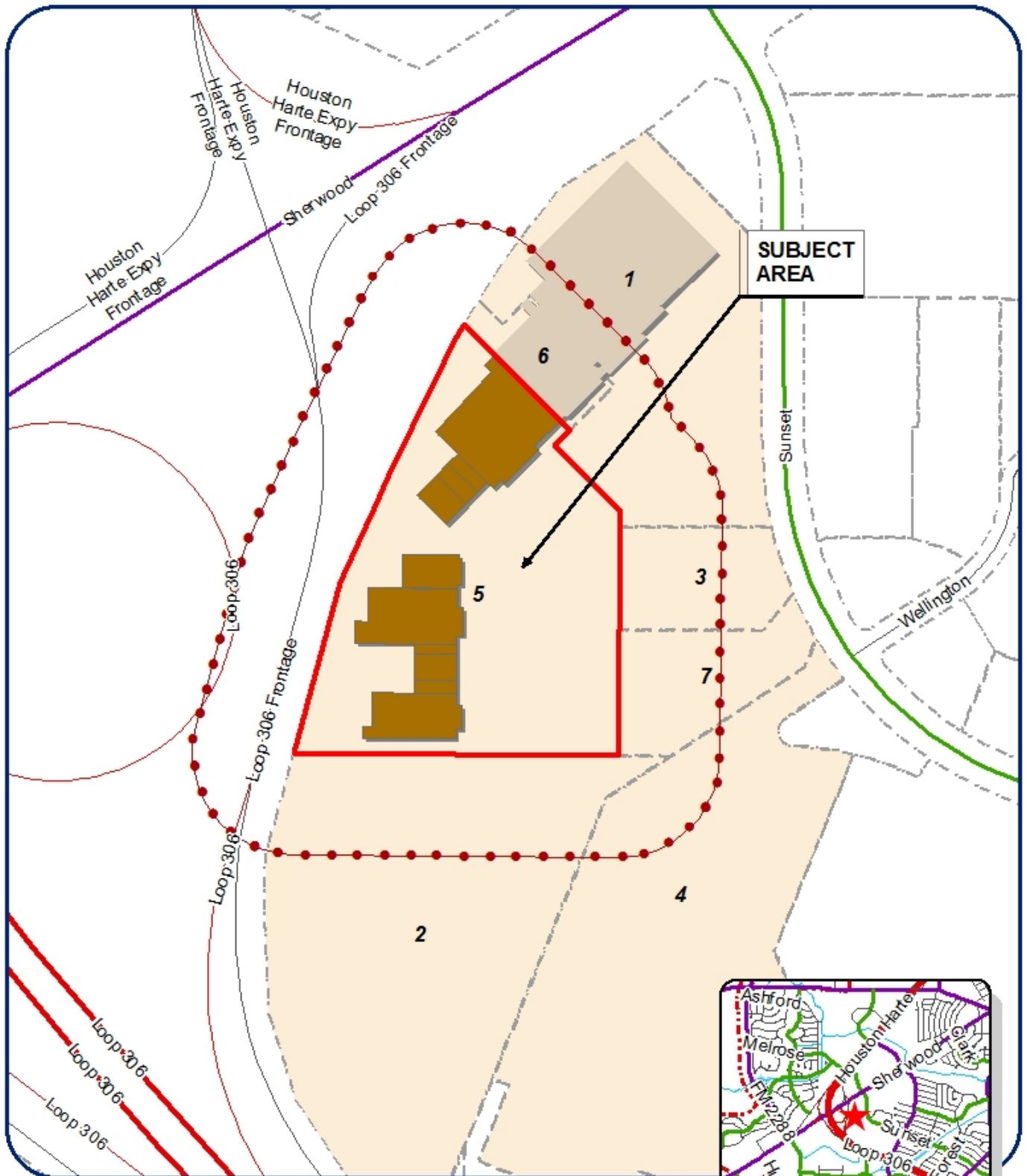
Current Zoning: PD97-03

Current Zoning: PD97-03

Requested Zoning Change: **N/A**

Vision: Commercial





Planned Development Case File

PD16-09: Rancho Sunset Plaza, LP

Council District: Charlotte Farmer

Neighborhood: Sunset

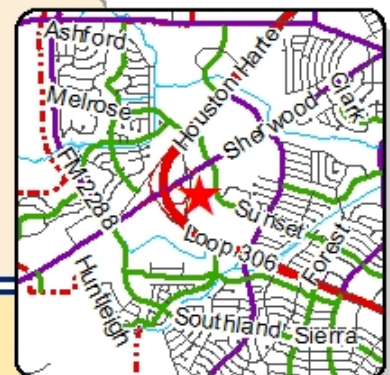
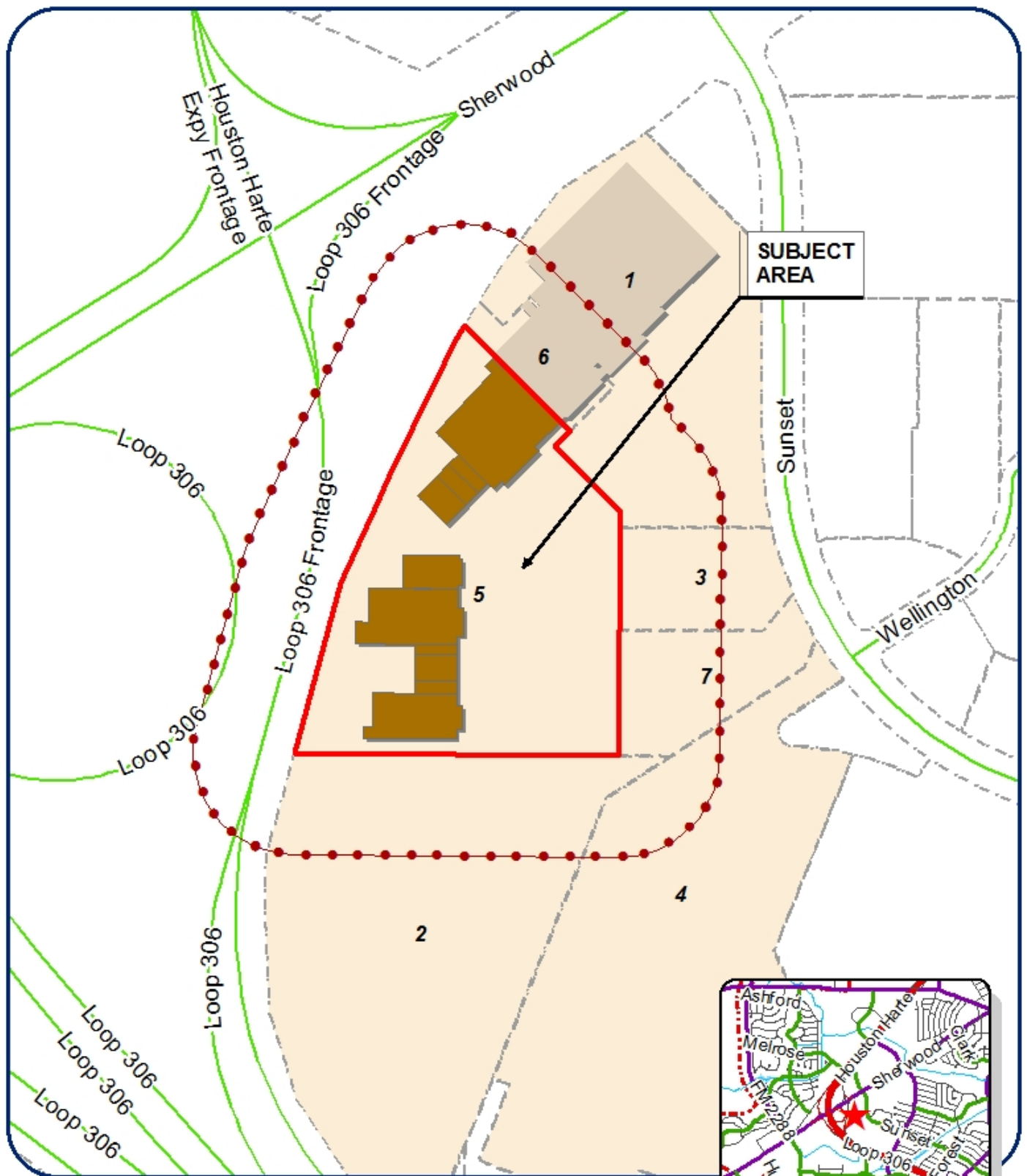
Scale: 1 inch :: 300 feet

Legal Descr: Lots 3R, 5 and 6, Blk 123, S-41B, College Hills South, R1

Legend

Subject Properties: —
 Current Zoning: PD97-03
 Requested Zoning Change: N/A
 Vision: Commercial





Planned Development Case File

PD16-09: Rancho Sunset Plaza, LP

Council District: Charlotte Farmer

Neighborhood: Sunset

Scale: 1 inch = 300 feet

Legal Descr: Lots 3R, 5 and 6, Blk 123, S-41B, College Hills South, R1

Legend

Subject Properties: —
 Current Zoning: **PD97-03**
 Requested Zoning Change: **N/A**
 Vision: **Commercial**

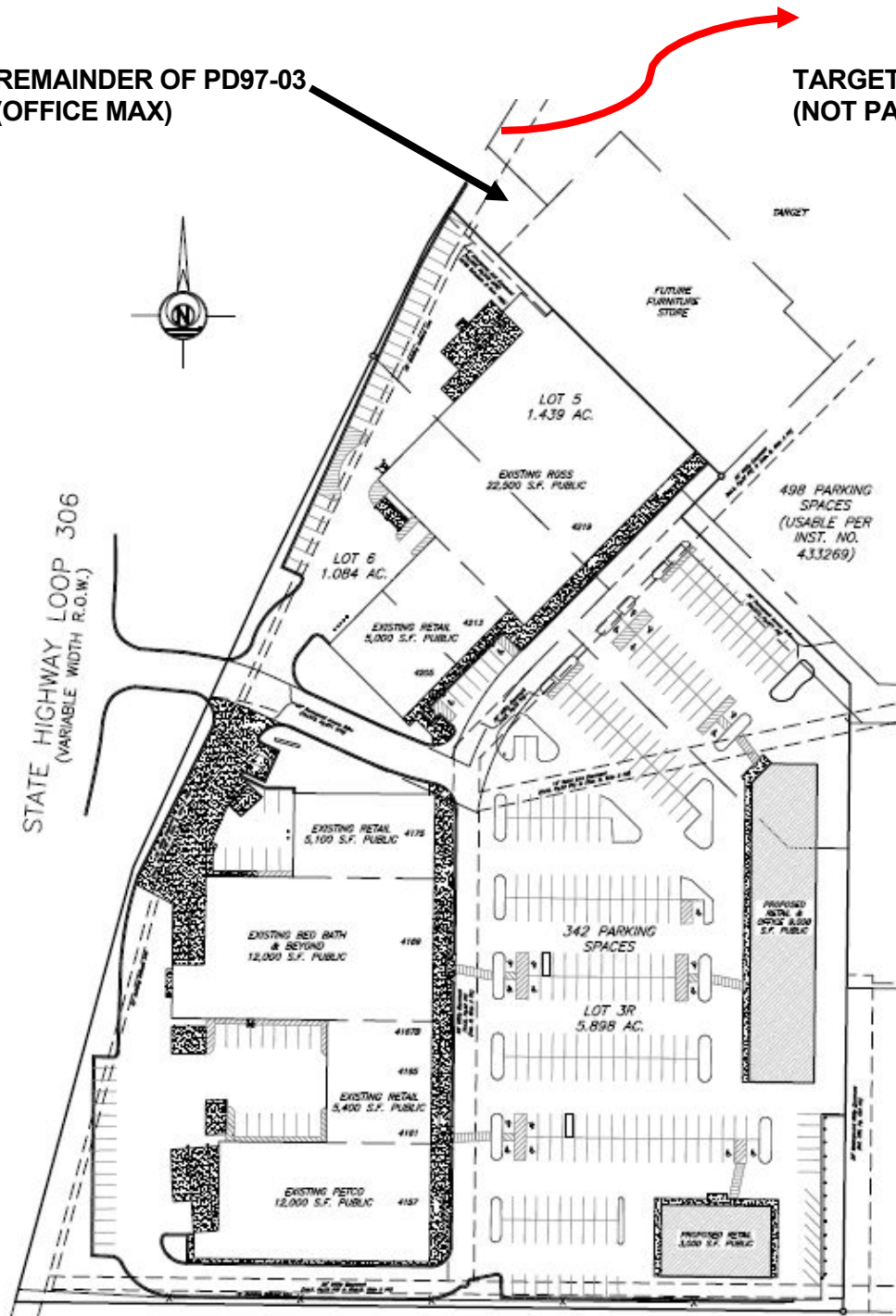
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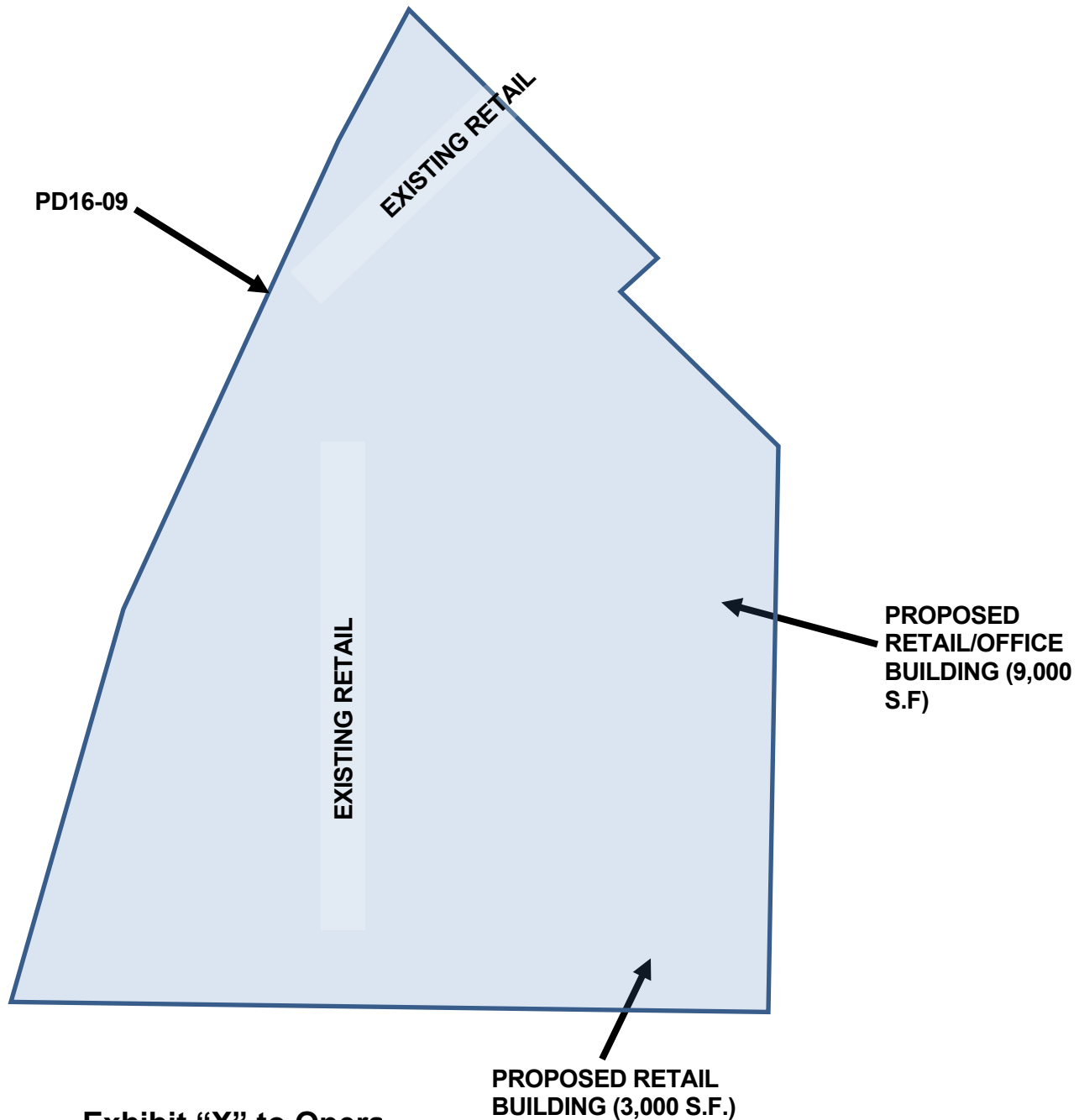


Concept Plan

REMAINDER OF PD97-03
(OFFICE MAX)

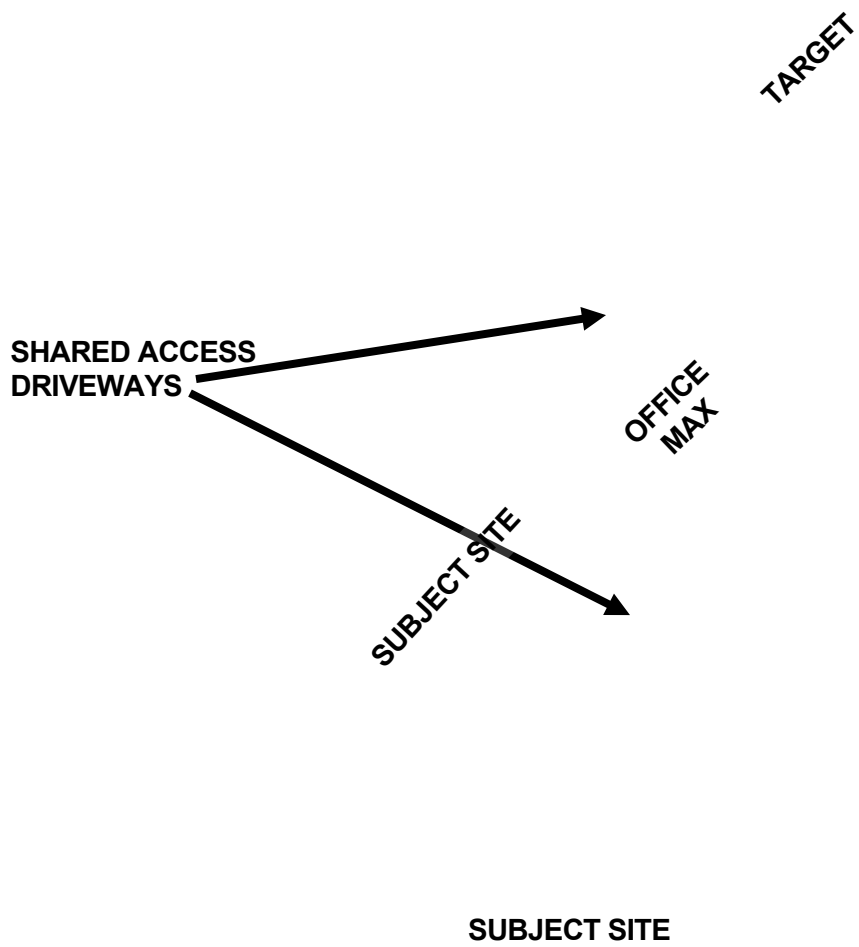
TARGET PROPERTY
(NOT PART OF PD)





**Exhibit "X" to Operation and Easement Agreement
(Filed for record on March 19, 1997)**





Photos of Site and Surrounding Area

West at Loop 306



South at apartment complex



East at Hastings Plaza



North at Target Plaza



Photos of Site and Surrounding Area

**Existing retail on property
(4157-4175 Sunset Dr)**



**Existing retail on property
(4205-4219 Sunset Dr)**



**Proposed location of
(9,000 SF retail/office building)**



**Proposed site location of
(3,000 SF retail building)**



Application for Approval of a ZONE CHANGE

Name of Applicant(s): SKG ENGINEERING

– Owner ☒ Authorized Representative (Affidavit required)

Mailing Address: 706 SOUTH ABE STREET

Telephone: 325-655-1288

City/State/Zip: SAN ANGELO, TEXAS 76903

Fax/other: 325-657-8189

Subject Property Address and/or Location*:
4157-4219 SUNSET DRIVE

Legal Description*:

LOT 3R, LOT 5, AND LOT 6, BLOCK 123, SECTION 41B, FIRST REPLAT COLLEGE HILLS
SOUTH, SAN ANGELO, TOM GREEN COUNT, TEXAS

Zoning: PD 97-03 Vision Plan Map Designation: COMMERCIAL

Existing Use of Property: RETAIL

Proposed Use of Property: RETAIL

Requested Zone Change: AMEND OFF-STREET PARKING REQUIREMENTS IN PD 97-03 FROM 1:200 TO 1:250

* use attachment, if necessary

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

Em Hwang
Signature

18th Nov. 2016
Date

NOTE: Please also read information and sign on back of page.

OFFICE USE ONLY	
Case no.: <u>PD 16-09</u>	L R M
Received by: <u>Jeff Fisher</u>	Date of application: <u>11/18/2016</u>
Nonrefundable application fee: \$ <u>600.00</u>	☒ Walk-in – by mail
Sign deposit: \$ <u>37.50</u>	Date paid: <u>11/18/16</u>
Affidavit attached? – yes – no – N/A	Date paid: <u>11/18/16</u>
Applicant's signature on information sheet? –	
Previous Zone Change Inquiry? – yes – <u>no</u>	If yes, ZCI case no.: _____
River Corridor Commission? – yes – <u>no</u>	If yes, RCC meeting date: _____
Planning Commission hearing date: <u>12/19/2016</u>	Date notifications due: _____
City Council hearing date: <u>1/17/2017</u>	Packets due date: _____
	Publication date: _____

2/7/2016

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

18th Nov. 2016
Date

OFFICE USE ONLY

Case no.: PD 15-09 Date of application: 11/18/16 Received by: JF/OS
17

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: **4157-4219 Sunset Drive; generally located approximately 700 feet southwest of the intersection of Sunset Drive and West Loop 306; generally located approximately 700 feet southwest of the intersection of Sunset Drive and West Loop 306; more specifically being in the College Hills South Subdivision, Section 41B, Lots 3R, 5, and 6, comprising a total of 8.4207 acres**, FROM THE PLANNED DEVELOPMENT (PD97-03) ZONING DISTRICT TO A NEW PLANNED DEVELOPMENT (PD16-09) ZONING DISTRICT TO ALLOW FOR ALL OF THE PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY

RE: PD16-09: Rancho Sunset Plaza, LP

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:

4157-4219 Sunset Drive; generally located approximately 700 feet southwest of the intersection of Sunset Drive and West Loop 306; generally located approximately 700 feet southwest of the intersection of Sunset Drive and West Loop 306; more specifically being in the College Hills South Subdivision, Section 41B, Lots 3R, 5, and

6, comprising a total of 8.4207 acres, zoned Planned Development (PD97-03) Zoning District shall henceforth be permanently zoned as follows: Planned Development (PD16-09) Zoning District to allow for all of the permitted uses in the General Commercial (CG) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

SECTION 7: 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.

SECTION 8: Overall site use shall be in accordance with the **Concept Plan** shown in **Exhibit A** of this Ordinance, including a minimum of 342 required on-site parking spaces. A final Site

Plan shall be submitted to the Permits and Inspections Division prior to construction that ensures proper parking space dimensions and adequate maneuvering areas in accordance with the Zoning Ordinance. Any new development shall also comply with the shared parking and access requirements outlined in the "Operation and Easement Agreement", filed for record with the Tom Green County Clerk on March 19, 1997, and any amending agreements as may be required. Any further reduction in parking shall require an amendment to this PD Ordinance.

SECTION 9: Any proposed outdoor storage areas shall be included on an amended site plan to be approved by the Planning Director. Outdoor storage and display of merchandise, generally allowed to be stored or sold in General Commercial (CG) Zoning Districts shall not exceed 10 percent of the total site area.

INTRODUCED on the **7th day of February, 2017**, and finally PASSED, APPROVED AND ADOPTED on this the **21st day of February, 2017**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

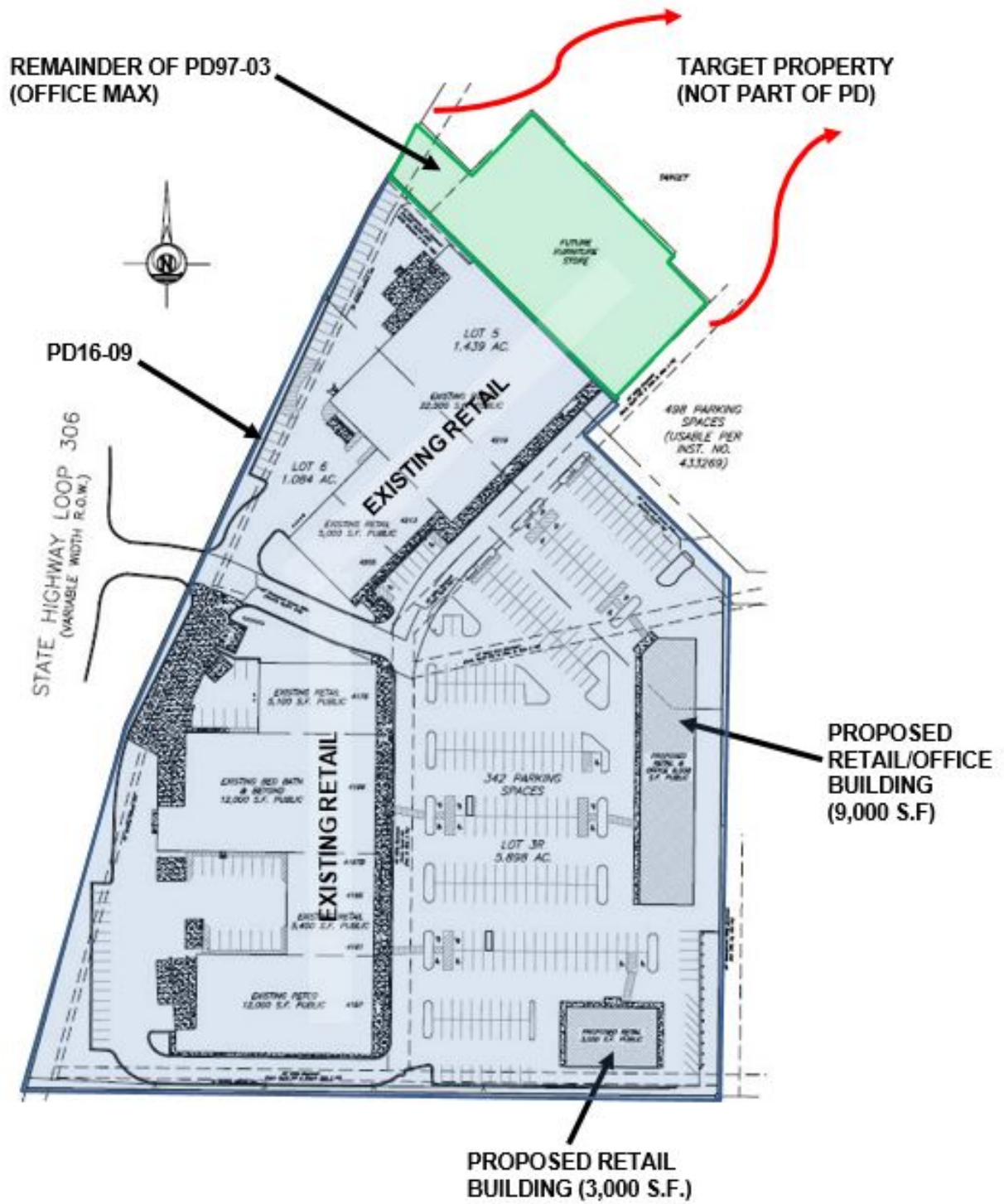
ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Concept Plan



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

First reading and public hearing for Case Z16-09, an ordinance approving a request for a rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, generally located approximately 550 feet northeast of the intersection of Knickerbocker Road and University Avenue - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On November 18, 2016, the applicant submitted this request for a Zone Change from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District on the subject property. The applicant is proposing to construct a new restaurant, Bush's Chicken on Lot 2. Lot 3 would remain vacant until a commercial tenant is found. Whereas the applicant intends to begin construction of the restaurant shortly, they also submitted an associated Conditional Use request (CU16-09) which only requires Planning Commission approval and, thus would provide for a faster turnaround to begin the project. The CU was approved by the Planning Commission on December 19, 2016. If this Zone Change is approved by Council, restaurants, as well as the full range of CG uses would be allowed on Lots 2 and 3, including retail stores, banks, professional offices, and personal care services. The subject property does not contain the entirety of Lot 3.

Financial Impact:

N/A

Other Information/Recommendation:

On December 19, 2016, the Planning Commission recommended APPROVAL of Case Z16-09. Commissioner Stribling made a Motion to recommend APPROVAL of the Zone Change request as presented. Commissioner Farmer seconded the Motion. The Motion passed unanimously, 6-0.

Attachments:

- | | |
|--------------------|----------------------------------|
| 1. Staff Report | PL_Z16-09 Staff Report.docx |
| 2. Draft Ordinance | PL_Z16-09 Ordinance (FINAL).docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved

Jon James
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval

STAFF REPORT

**City Council**

Meetings: February 7, 2017
February 21, 2017

To: City Council

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

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

Staff Planner: Jeff Fisher
Planner I

Case: Z16-09

Request: A request for approval of a Zone Change from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District

Location: 1225 Knickerbocker Road; generally located approximately 550 feet northeast of the intersection of Knickerbocker Road and University Avenue

Legal

Description: Being Lot 2 and the northeast part of Lot 3 in the Koonce Subdivision

Size: 1.232 acres

General Information

Future Land Use: Commercial

Current Zoning: Light Manufacturing (ML)

Existing Land Use: Vacant Land

Surrounding Zoning / Land Use:

North:	General Commercial (CG)	Houston Harte Expressway, Single-Family Dwellings (north side of Expressway)
West:	Light Manufacturing (ML)	Cheddar's Scratch Kitchen Restaurant
South:	Light Manufacturing (ML)	Angelo Place Apartments
East:	Light Manufacturing (ML)	Angelo Place Apartments

District: SMD #5 – Lane Carter

Neighborhood: ASU – College Hills

Thoroughfares/Streets:

Knickerbocker Road is identified in the Major Thoroughfare Plan (MTP) as a TxDOT right-of-way. Because it is not a City-owned and maintained road, no specifications are listed in the MTP.

History and Background:

On November 18, 2016, the applicant submitted this request for a Zone Change from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District on the subject property. The applicant is proposing to construct a new restaurant, Bush's Chicken on Lot 2. Lot 3 would remain vacant until a commercial tenant is found. Whereas the applicant intends to begin construction of the restaurant shortly, they have submitted an associated Conditional Use request (CU16-09) which only requires Planning Commission approval and, thus would provide for a faster turnaround. If this Zone Change is approved by Council, restaurants, as well as the

full range of CG uses would be allowed on Lots 2 and 3, including retail stores, banks, professional offices, and personal care services. The subject property has received three previous Conditional Use approvals (CU11-14, CU09-09, and CU07-09) for retail and sales and services, but they had expired because a building permit was not acquired within 12 months of approval, as required by Section 208.G of the Zoning Ordinance, and as documented in previous staff reports. The subject property does not contain the entirety of Lot 3 and at Staff's request, the applicant has provided a survey map with associated field notes attached to this Staff Report. The survey and field notes will ensure that should the Zone Change be approved in future, City Maps will be updated accordingly to reflect the correct property boundaries.

Analysis:

Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request.

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*

The proposed Zone Change is consistent with the City's Comprehensive Plan adopted in 2003, and later updated in 2009, which designates the properties "Commercial." The Commercial land use policies support "large retail and office clusters that seek visibility and convenient access offered by frontage on the major street network." Although most of the zoning on the south side of Knickerbocker Road remains Light Manufacturing (ML) which existed prior to adoption of the Comprehensive Plan (formerly M-1 – Manufacturing zoning), most of the development along this corridor today is commercial in nature including restaurants, hotels, and an automotive dealership, Mitchell Toyota. The expanding commercial presence along this corridor led Planning Staff and the Planning Commission to support recent Zone Change and Conditional Use approvals, including the Chick-Fil-A Restaurant at 1609 Knickerbocker Road (Z16-02), Twin Peaks and Wingate Hotel at 1601 Knickerbocker Road (Z12-13), and the three conditional uses mentioned above for future retail sales and service uses on this property. Planning Staff believe that commercial development along this corridor is most appropriate given the commercial designation in the Comprehensive Plan, and the existing commercial development in the area.

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

Both lots meet the minimum lot area requirement of 6,000 square feet each, the minimum lot width of 50 feet, and the minimum lot depth of 80 feet in the CG Zoning District. Any future development will be required to provide adequate parking and

comply with all other applicable standards of the Zoning Ordinance. As stated previously, the proposed use of a restaurant would be allowed, as well as other permitted uses in the CG zoning district. As required by Section 509 of the Zoning Ordinance, the applicant shall construct a 6-foot high opaque privacy fence along the south and east lot lines abutting a residential use, Angelo Place Apartments. The fence shall be constructed of wood, masonry or metal as required, tapering to 4 feet within the required 25-foot front yard. It is noted that the existing 600-square foot billboard sign on Lot 2 was permitted by the Permits and Inspections Division in 2011 (Application No. 11-00004540).

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*

As indicated above, the proposed use of a restaurant would be compatible with the surrounding area, given the wide range of restaurants and other commercial uses along this corridor of Knickerbocker Road. This includes not only the large expanse of commercial activity along the south side of Knickerbocker Road, but also along the north side of Knickerbocker Road at South Jackson Street with an existing Rosa's Café and a new Raising Cane's restaurant under construction.

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

As previous mentioned, this corridor of Knickerbocker Road has changed to a predominantly commercial area. City policies and recent development further support additional commercial development in the vicinity. The subject property continues to remain undeveloped and is adjacent to Cheddar's Restaurant and Angelo Place Apartments. Based on the surrounding land uses, commercial development of this property appears most appropriate.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*

There does not appear to be any adverse environmental impacts if a restaurant or other retail use was constructed on this property. Future development will require building permits which would include a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.

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

Although the applicant has not provided a detailed analysis to demonstrate a community need, the Planning Division is satisfied given the surrounding commercial activity, and potential customers nearby, including the Angelo Place apartments, PAYS secondary school, and Angelo State University.

7. Development Patterns. *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*

The Planning Division does not foresee any negative impacts on existing development patterns if a zone change to CG was approved in this location. The existing properties are already platted, and have direct and abutting access onto Knickerbocker Road, a Major Arterial Street in the City's Master Thoroughfare Plan (MTP) and maintained by TxDOT. There is an existing 5-foot wide sidewalk along the public right-of-way in front of the property, which extends over a half mile between Mitchell Toyota to the west and Austin Street to the east.

Notification:

On December 7, 2016, six notifications were mailed out within a 200-foot radius of the properties, and on January 19, 2017, notice was published in the *San Angelo Standard-Times* as required for Rezoning which require a public hearing before City Council. As of January 20, 2017, there was two (2) responses in favor and zero (0) in opposition of the request.

Planning Commission Recommendation:

On December 19, 2016, the Planning Commission recommended **APPROVAL** of the applicant's request for a Rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District on the subject property at 1225 Knickerbocker Road. The following is the complete excerpt of the minutes from the December 19, 2016, meeting for this case:

Jeff Fisher, Planner, outlined the proposed request for a Zone Change to the General Commercial (CG) Zoning District, to facilitate development of a new Bush's Chicken restaurant on the property. The proposed Bush's Chicken would be located on Lot 2 and Lot 3 would remain vacant for future development. Mr. Fisher explained how this area south of Knickerbocker Road went through various zone changes to allow commercial development. He also indicated that this specific property received three previous conditional use approvals for retail uses but which expired due to inactivity. He outlined Staff's recommendation to approve the proposed Zone Change on the grounds that the application was consistent with the "Commercial" designation in the City's Comprehensive Plan; was compatible with the surrounding commercial

development, and complied with all CG district zoning standards. Mr. Fisher displayed a draft site plan provided by the applicant which delineates the proposed Bush's Chicken building and parking in area in compliance with the Zoning Ordinance.

Commissioner Stribling made a Motion to recommend APPROVAL of the Zone Change request as presented. 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 Rezoning from the Light Manufacturing (ML) Zoning District to the **General Commercial (CG) Zoning District**.

Attachments:

- Aerial Map
- Future Land Use Map
- Zoning Map
- Major Thoroughfare Map
- Notification Map
- Support Letters
- Photos of Site and Surrounding Area
- Survey Plan
- Field Notes
- Applicant's Rationale
- Excerpt of CG Permitted Uses and Provisions



Zoning Case File

Case Z16_09, 1225 Knickerbocker LLC

Council District: SMD #5 (Lane Carter)

Neighborhood: ASU/College Hills

Scale: 1 inch :: 200 feet

Legal Descr: All of Lot 2 and the NE portion of Lot 3, Koonce Sub'd

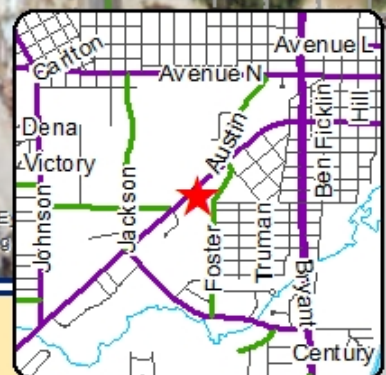
Legend

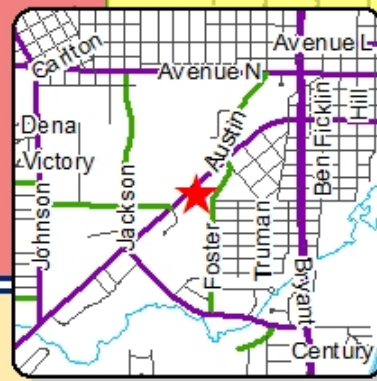
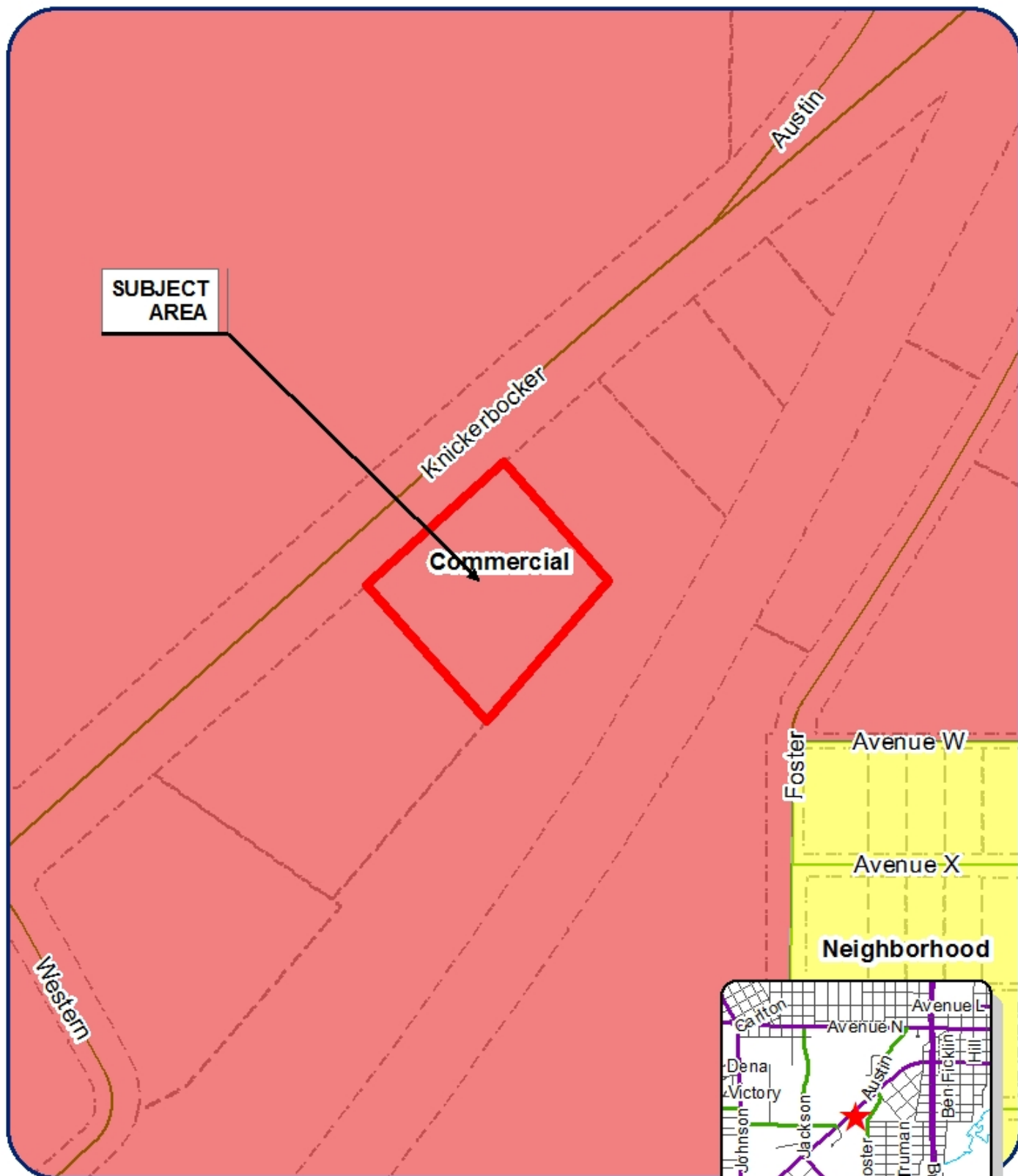
Subject Properties:

Current Zoning: **ML**

Requested Zoning Change: **CG**

Vision: **Commercial**





Zoning Case File

Case Z16_09, 1225 Knickerbocker LLC

Council District: SMD #5 (Lane Carter)

Neighborhood: ASU/College Hills

Scale: 1 inch :: 200 feet

Legal Descr: All of Lot 2 and the NE portion of Lot 3, Koonce Sub'd

Legend

Subject Properties:

Current Zoning:

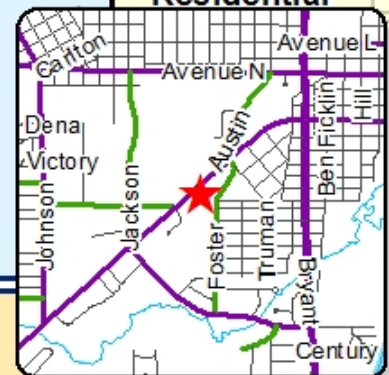
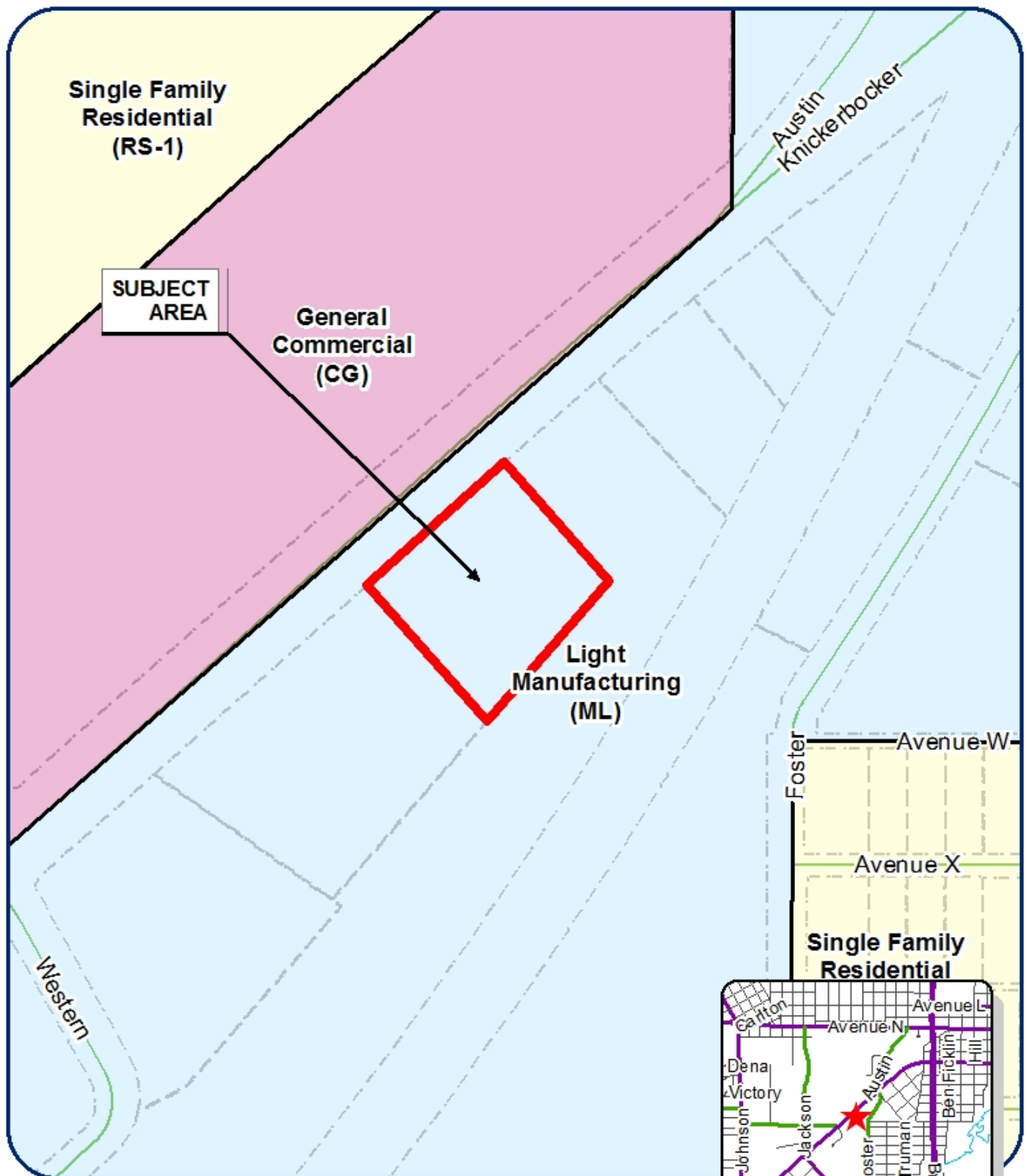
Requested Zoning Change:

Vision:

ML

CG

Commercial



Zoning Case File

Case Z16_09, 1225 Knickerbocker LLC

Council District: SMD #5 (Lane Carter)

Neighborhood: ASU/College Hills

Scale: 1 inch :: 200 feet

Legal Descr: All of Lot 2 and the NE portion of Lot 3, Koonce Sub'd

Legend

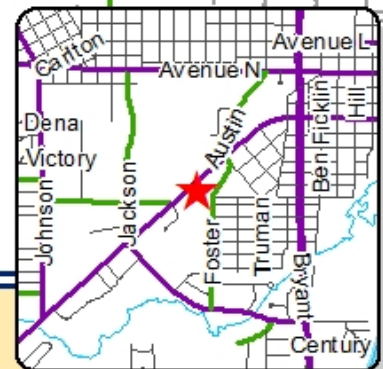
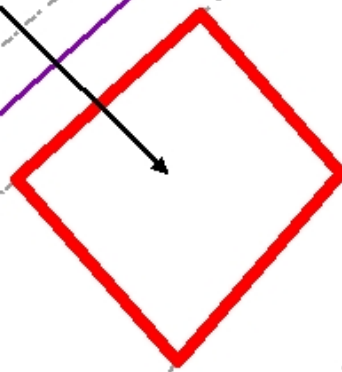
Subject Properties: —

Current Zoning: ML

Requested Zoning Change: CG

Vision: Commercial

SUBJECT
AREA



Zoning Case File

Case Z16_09, 1225 Knickerbocker LLC

Council District: SMD #5 (Lane Carter)

Neighborhood: ASU/College Hills

Scale: 1 inch :: 200 feet

Legal Descr: All of Lot 2 and the NE portion of Lot 3, Koonce Sub'd

Legend

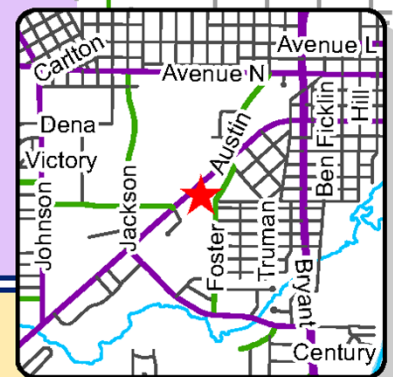
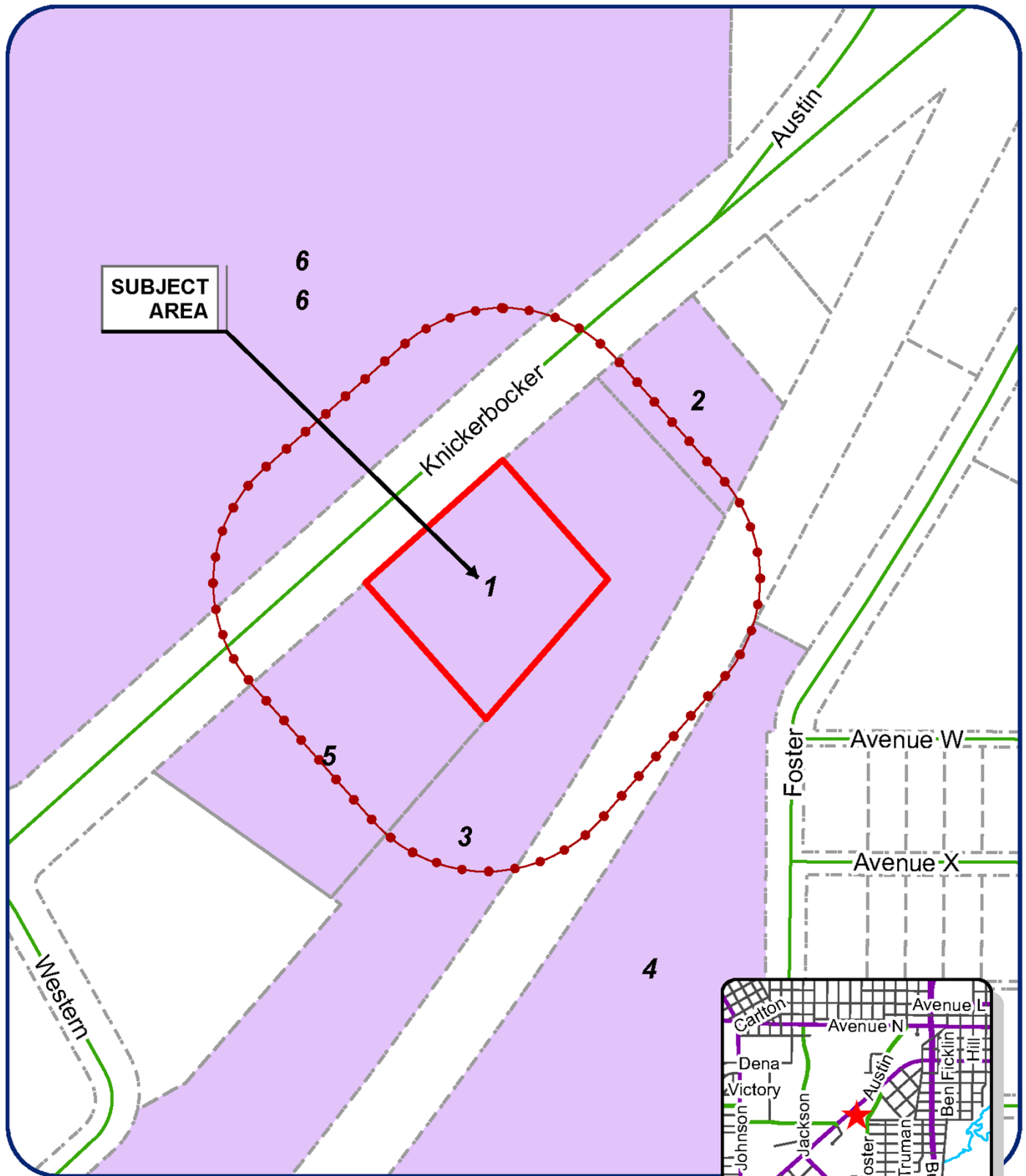
Subject Properties:

Current Zoning: **ML**

Requested Zoning Change: **CG**

Vision: **Commercial**





Zoning Case File

Case Z16_09, 1225 Knickerbocker LLC

Council District: SMD #5 (Lane Carter)

Neighborhood: ASU/College Hills

Scale: 1 inch :: 200 feet

Legal Descr: All of Lot 2 and the NE portion of Lot 3, Koonce Sub'd

Legend

Subject Properties: —

Current Zoning: **ML**

Requested Zoning Change: **CG**

Vision: **Commercial**



TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

☒ IN FAVOR () IN OPPOSITION
REASON(S) _____

NAME: Scott Allison

ADDRESS: 1151 Knickerbocker

San Angelo, TX 76903

SIGNATURE: _____

Amendment to Z16-09: 1225 Knickerbocker, LLC

property owner number: 2

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(☒)

IN FAVOR

(☐)

IN OPPOSITION

REASON(S) _____

NAME: Brian J. May

ADDRESS: 2601 West Avenue N

San Angelo, TX 76909

SIGNATURE: _____

Brian J. May

11-9-16

Amendment to Z16-09: 1225 Knickerbocker, LLC
property owner number: 6

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

Photos of Site and Surrounding Area

West (Cheddar's Restaurant)



East (Angelo Place Apartments)



North (Angelo State University)



Photos of Site and Surrounding Area

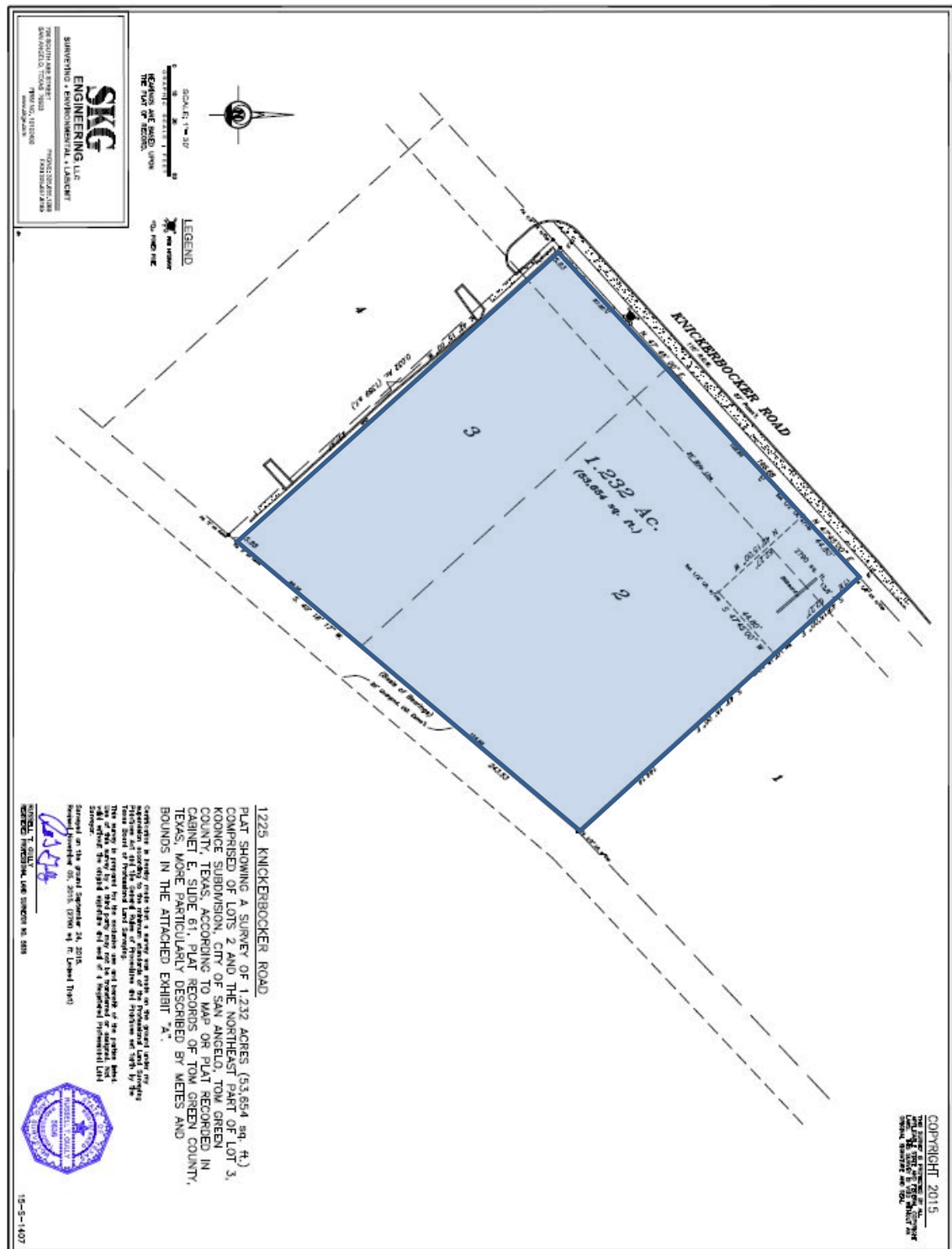
Southeast at property



Southwest at property



Survey Plan of Property



FIELD NOTES

1.232 Acres

September 24, 2015
15-S-1407

Being an area of 1.232 acre (53,654 Square Feet) of land comprised of Lot 2 and the northeast part of Lot 3, Koonce Subdivision, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet E, Slide 61, Plat Records of Tom Green County, Texas and said 1.232 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap found for the north corner of this tract, said Lot 2 and the west corner of certain Lot 1 of said Koonce Subdivision and said beginning corner also being in the southeast line of Knickerbocker Road;

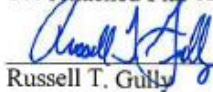
Thence with the northeast line of this tract, said Lot 2 and the southwest line of said Lot 1, S. 42° 15' 00" E. 206.41 feet to a ½" iron rod with cap found for the east corner of this tract, said Lot 2 and the south corner of said Lot 1;

Thence with the southeast line of this tract, said Lot 2 and said Lot 3, S. 40° 18' 17" W., at 154.98 feet pass the common corner of said Lot 2 and Lot 3, in all a total distance of 243.53 feet to an "x" on concrete found for the south corner of this tract from which an "x" on concrete found for the south corner of said Lot 3 bears S. 40° 18' 17" W. 5.88 feet;

Thence with the southwest line of this tract and across said Lot 3, N. 42° 15' 00" W. 237.97 feet to a ½" iron rod with cap found for the west corner of this tract in the northwest line of said Lot 3 and in the southeast line of said Knickerbocker Road and from which a ½" iron rod with cap found for the west corner of said Lot 3 bears S. 47° 45' 00" W. 5.83 feet;

Thence with the northwest line of this tract, said Lot 3 and Lot 2 and the southeast line of said Knickerbocker Road, N. 47° 45' 00" E., at 87.80 feet pass the common corner of said Lot 3 and Lot 2, in all a total distance of 241.48 feet to the place of beginning and containing an area of 1.232 acres of land.

See Attached Plat of Survey.



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



Applicant's Rationale

From: Russell Gully
To: [Stallworth, David](#)
Subject: RE: City of San Angelo Development Application: Z16-09 (1225 Knickerbocker, LLC)
Date: Wednesday, November 23, 2016 4:07:21 PM
Attachments: 1551407 - FIELD NOTES - 1.232 ACRES.PDF
1551407 - SURVEY - 1225 KNICKERBOCKER ROAD.pdf
San Angelo, TX 1225 Knickerbocker Rd Site Plan 110716.pdf

Justification to Section 212.G.

1. The zone change is compatible as the Vision plans shows this area to be Commercial.
2. Does not apply as this is not a proposed amendment.
3. This zone change is compatible with the surrounding area as this area is predominately utilized in a general commercial manner.
4. Does not apply as this is not an amendment.
5. Changing to a less intense CG zoning would not result in significant adverse impacts.
6. This zone change is predicated on a demonstrated community need.

Please acknowledge that this meets your needs for this.

Regards,

[RUSSELL T. GULLY, P.E., R.P.L.S.](#)

SKG ENGINEERING, LLC

Firm No. F-7608 & 10102400

706 SOUTH ABE STREET

SAN ANGELO, TEXAS 76903

325.655.1288

www.skge.com



Planning Division
72 W. College Ave.
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

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
- Commercial parking
- Retail sales
- Self-service storage
- Vehicle service (performed while the customer waits)
- Vehicle wash
- Small animal veterinary clinic
- Personal service-oriented



Planning Division
72 W. College Ave.
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

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

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: **1225 Knickerbocker Road; generally located approximately 550 feet northeast of the intersection of Knickerbocker Road and University Avenue; more specifically being Lot 2 and the northeast part of Lot 3 in the Koonce Subdivision, comprising a total of 1.232 acres**, FROM LIGHT MANUFACTURING (ML) ZONING DISTRICT TO GENERAL COMMERCIAL (CG) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY

RE: Z16-09: 1225 Knickerbocker, 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:

1225 Knickerbocker Road; generally located approximately 550 feet northeast of the intersection of Knickerbocker Road and University Avenue; more specifically being Lot 2 and the northeast part of Lot 3 in the Koonce Subdivision, comprising a total of 1.232 acres, Light Manufacturing (ML) Zoning District shall henceforth be permanently zoned as follows: General Commercial (CG) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **7th day of February, 2017**, and finally PASSED, APPROVED AND ADOPTED on this the **21st day of February, 2017**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

Consider a petition by the county seeking dis-annexation of properties generally located north of F.M. 380 and east of U.S. Highway 67 & 277 - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

Tom Green County submitted this request for dis-annexation from the City of San Angelo's jurisdictional boundaries on January 26, 2017. Commissioner Rick Bacon, for the County, indicated that such action was for the purpose of pursuing a State grant. This grant would provide significant funding for the construction of part of the infrastructure of the County's planned detention facility generally located off U.S. Highway 277, 880 feet west of the intersection of M H Morgan Trail and U.S Highway 67.

It is the County's intent, as part of a Developer's Agreement to be heard with the dis-annexation ordinance, to also seek permission to have water and sewer service provided to the site at negotiated rates consistent with those imposed for lands within the City limits. This public hearing will be scheduled for the February 21, 2017, City Council meeting.

Financial Impact:

N/A

Other Information/Recommendation:

There is no Ordinance or Resolution as part of this request.

This item does not require review and approval from the Planning Commission.

Attachments:

- | | |
|--------------------------|-----------------------------------|
| 1. Petition To Dis-Annex | Application for de-annexation.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
Bryan Kendrick

Approved
Final Approval

TOM GREEN COUNTY



STEPHEN C. FLOYD
COUNTY JUDGE

PETITION REQUESTING DIS-ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TEXAS
The undersigned owner of the hereinafter described tract of land hereby petition(s) your honorable Body reduce the present City limits so as to exclude as part of the City of San Angelo, Texas, the property described in Exhibit "A," by metes and bounds and attached herein.

I, County Judge Stephen C. Floyd, of Tom Green County, hereby certify that the above described tract of land is continuous and adjacent to the City of San Angelo, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Printed Name: Stephen C. Floyd

Title: Tom Green County Judge

Date: 12-27-16

THE STATE OF TEXAS
COUNTY OF TOM GREEN

BEFORE ME, this instrument was acknowledged on December 27, 2016 by
Stephen C. Floyd, County Judge.

Sandra Kenney

Notary Public, State of Texas

My commission expires: 11-16-2020

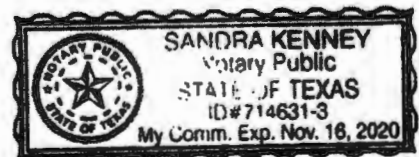
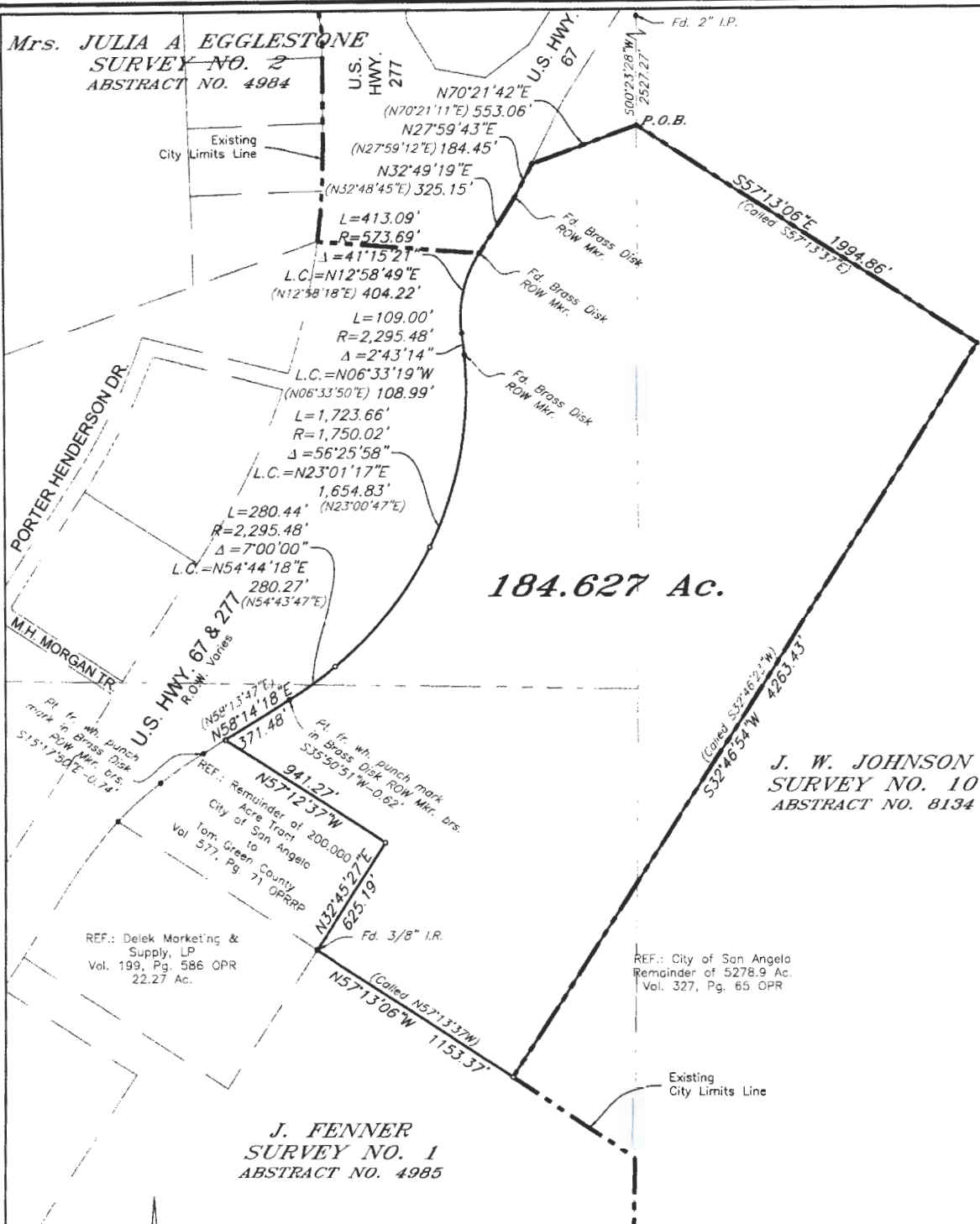


Exhibit “A”

Mrs. JULIA A EGGLESTONE
SURVEY NO. 2
ABSTRACT NO. 4984



184.627 Ac.

J. W. JOHNSON
SURVEY NO. 10
ABSTRACT NO. 8134

J. FENNER
SURVEY NO. 1
ABSTRACT NO. 4985



SCALE: 1"= 500'
 0 100 200 400
 GRAPHIC SCALE: FEET

NOTE: Bearings shown hereon are based on the Texas Coordinate System - Central Zone.
 Distances shown are surface horizontal.

LEGEND:

- Found 1/2" Iron Pipe or Rod (unless otherwise noted)
- Set 1/2" Iron Rod with Cap Marked "SKG ENGINEERS"
- (XXX) Deed Call

PLAT SHOWING A SURVEY OF 184.627 ACRES OUT OF MRS. JULIA A. EGGLESTONE SURVEY NO. 2, ABSTRACT NO. 4984, J. FENNER SURVEY NO. 1, ABSTRACT NO. 4985 AND J.W. JOHNSON SURVEY NO. 10, ABSTRACT NO. 8134 AND BEING ALL OF THAT CERTAIN 200.000 ACRE TRACT DESCRIBED AND RECORDED IN VOLUME 571, PAGE 71, OFFICIAL PUBLIC 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.

Surveyed on the ground February 18, 2016.

Russell T. Gully
 RUSSELL T. GULLY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636



FIELD NOTES

184.627 Acres

December 22, 2016
15-S-1560_184ac

Being an area of 184.627 acres of land out of Mrs. Julia A. Egglestone Survey 2, Abstract No. 4984, J. Fenner Survey 1, Abstract No. 4985, and J. W. Johnson Survey 10, Abstract No. 8134, Tom Green County, Texas and also being out of that certain 5278.9 acre tract described by Warranty Deed recorded in Volume 327, Page 65, Official Public Records of Real Property of said Tom Green County and said 184.627 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron pipe found for the north corner of this tract and being in the east line of said Survey 2, 2527.27 feet S. 00° 23' 28" W. from a 2" iron pipe found for the northeast corner of said Survey 2 and from said beginning corner a fence post bears S. 37° 34' 48" W. 11.17 feet;

Thence with the northeast line of this tract and across said 5278.9 acre tract, S. 57° 13' 06" E. (Called S. 57° 13' 37" E.) 1994.86 feet to a ½" iron pipe found for the east corner of this tract;

Thence with the southeast line of this tract, S. 32° 46' 54" W. (Called S. 32° 46' 23" W.) 4263.43 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the south corner of this tract;

Thence with the southwest line of this tract, N. 57° 13' 06" W. (Called N. 57° 13' 37" W.) 1153.37 feet to a 3/8" iron rod found for the east corner of a certain 22.27 acre tract described by deed recorded in Volume 199, Page 586, Official Public Records of Real Property and ell corner of this tract;

Thence N. 32° 45' 27" E. 625.19 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a reentrant corner of this tract;

Thence N. 57° 12' 37" W. 941.27 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for a westerly corner of this tract in the west or northwest line of said 5278.9 acre tract and southeast right-of-way line of U. S. Highway 277;

Thence with the west or northwest line of this tract and said 5278.9 acre tract and said right-of-way of U. S. Hwy. 67, N. 58° 14' 18" E. (Called N. 58° 13' 47" E.) 371.48 feet to a point from which a punch mark in brass disk right-of-way marker bears S. 35° 50' 51" E. 0.62 feet for the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 2295.48 feet, central angle of 07° 00' 00", arc length of 280.44 feet and whose long chord bears N. 54° 44' 18" E. (Called N. 54° 43' 47" E.) 280.27 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the end of this curve and the beginning of another curve to the left;

Thence with said curve to the left, having a radius of 1750.02 feet, central angle of $56^{\circ} 25' 58''$, arc length of 1723.66 feet and whose long chord bears N. $23^{\circ} 01' 17''$ E. (Called N. $23^{\circ} 00' 47''$ E.) 1654.84 feet to a brass disk right-of-way marker found for the end of this curve and beginning of another curve to the left;

Thence with said curve to the left, having a radius of 2295.48 feet central angle of $02^{\circ} 43' 14''$, arc length of 109.00 feet and whose long chord bears N. $06^{\circ} 33' 19''$ W. (Called N. $06^{\circ} 33' 50''$ W.) 108.99 feet to a $\frac{1}{2}$ " iron rod found for the end of this curve and the beginning of a curve to the right;

Thence with said curve to the right, having a radius of 573.69 feet, central angle of $41^{\circ} 15' 21''$, arc length of 413.09 feet and whose long chord bears N. $12^{\circ} 58' 49''$ E. (Called N. $12^{\circ} 58' 18''$ E.) 404.22 feet to a found punch mark in brass disk right-of-way marker for the end of this curve;

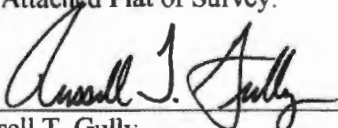
Thence N. $32^{\circ} 49' 19''$ E. (Called N. $32^{\circ} 48' 45''$ E.) 325.15 feet to a found punch mark in brass disk right-of-way marker;

Thence N. $27^{\circ} 59' 43''$ E. (Called N. $27^{\circ} 59' 12''$ E.) 184.45 feet to a $\frac{1}{2}$ " iron pipe found for a northwest corner of this tract and from which a fence post bears N. $37^{\circ} 34' 48''$ E. 3.07 feet;

Thence N. $70^{\circ} 21' 42''$ E. (Called N. $70^{\circ} 21' 11''$ E.) 553.06 feet to the point of beginning and containing an area of 184.627 acres 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



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

Discussion and consideration of petition seeking annexation of properties situated immediately west of San Angelo, generally located south of U.S. Highway 67 and west of Southland Boulevard - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The applicant, Rocky Templin of Mills Development Inc., submitted this request for annexation of 17.192 acres into the City limit boundaries on January 10, 2017. Per Local Government Code Title 2, Subtitle C, Chapter 43, Subchapter A, Section 43.028(d), Authority of Municipalities to Annex Sparsely Occupied Area on Petition of Area Landowners, "after the 5th day but on or before the 30th day after the date the petition is filed, the governing body shall hear the petition and the arguments for and against the annexation and shall grant or refuse the petition as the governing body considers appropriate."

Subsequent public hearing for this request include two public comment hearings scheduled for March 7th and March 21st and two Ordinance readings scheduled for April 4th and April 18th.

The applicant has indicated that it is his intent to Rezone the subject property from the Ranch & Estate District (R&E) to the Single-Family Residential District (RS-1), if and when the land is annexed, for the purpose of constructing detached, single-family residences.

Financial Impact:

N/A

Other Information/Recommendation:

There is no Ordinance or Resolution associated with this request.

This item does not require review by the Planning Commission.

Attachments:

1. Petition To Annex [Petition To Annex.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

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TEXAS

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

I, Rocky Templin of Mills Development, Inc. hereby certifies that the above described tract of land is contiguous and adjacent to the City of San Angelo, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Rocky Templin
Printed Name: Rocky Templin
Title: President Date: 1-10-17

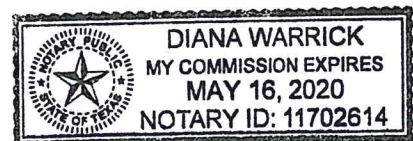
THE STATE OF TEXAS

COUNTY OF TOM GREEN

BEFORE ME, this instrument was acknowledged on January 10, 2017 by Rocky Templin.

Diana Warrick

Notary Public, State of Texas
My commission expires: 5-16-20





FIELD NOTES

17.192 Acres

January 6, 2017
17-E-0004_17ac

Being an area of 17.192 acres of land out of Deaf and Dumb Asylums, Survey No. 2, Abstract No. 8211, Tom Green County, Texas and said 17.192 acre tract also being out of that certain 2.525 acre tract described and recorded in Instrument No. 746280, Official Public Records of Tom Green County, Texas and out of that certain 74.106 acre tract described and recorded in Instrument No. 641530, Official Public Records of Tom Green County, Texas and said 17.192 acre tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" found for the northeast corner of this tract in the north line of said 74.106 acre tract and in the south line of certain remainder of an 80.436 acre tract described and recorded in Volume 1171, Page 393, Official Public Records of Real Property of Tom Green County, Texas and said beginning corner also being the northwest corner of Lot 28, Block 6, Prestonwood Addition, Section Five as per plat recorded in Cabinet G, Slide 320, Plat Records of Tom Green County, Texas;

Thence with the east line of this tract and the west line of said Section Five, S. 01° 15' 55" W. 216.71 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 660.00 feet, central angle of 18° 41' 10", arc length of 215.25 feet and whose long chord bears S. 08° 04' 40" E. 214.30 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the end of this curve;

Thence continuing with the east or northeast line of this tract and the west or southwest line of said Section Five, S. 17° 25' 15" E. 427.44 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 1810.00 feet, central angle of 17° 38' 09", arc length of 557.12 feet and whose long chord bears S. 26° 14' 19" E. 554.92 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the end of this curve and the beginning of another curve to the left;

Thence with said curve to the left, having a radius of 2235.55 feet, central angle of 12° 26' 36", arc length of 485.51 feet and whose long chord bears S. 41° 16' 42" E. 484.56 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for an angle corner of this tract and certain Prestonwood Addition, Section Four, as per plat recorded in Cabinet G, Slide 276, Plat Records of Tom Green County, Texas;

Thence with the east line of this tract and the west line of said Section Four, S. 01° 11' 32" W. 49.99 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for an ell corner of this tract and said Section Four, N. 88° 48' 28" W. 28.08 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for an ell corner of this tract and said Section Four, S. 01° 11' 32" W. 230.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the southeast corner of this tract in the south line of said 74.106 acre tract;

Thence with the south line of this tract and said 74.106 acre tract, N. 88° 48' 28" W. 409.29 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the southwest corner of this tract and said 74.106 acre tract and the southeast corner of a certain 65.821 acre tract described and recorded in Instrument No. 746162, Official Public Records of Tom Green County, Texas;

Thence with the west line of this tract and said 74.106 acre tract and the east line of said 65.821 acre tract, N. 01° 11' 32" E. 279.99 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for angle corner of this tract and said 74.106 acre tract and said 65.821 acre tract;

Thence continuing with the west line of this tract and said 74.106 acre tract and east line of said 65.821 acre tract with a curve to the right, having a radius of 2545.55 feet, central angle of 05° 01' 40", arc length of 223.38 feet and whose long chord bears N. 37° 34' 14" W. 223.31 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the end of this curve and the beginning of another curve to the right;

Thence with said curve to the right, having a radius of 2120.00 feet, central angle of 17° 38' 09", arc length of 652.54 feet and whose long chord bears N. 26° 14' 19" W. 649.97 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the end of this curve;

Thence continuing with the west line of this tract and said 74.106 acre tract and east line of said 65.821 acre tract, N. 17° 25' 15" W. at 329.45 feet pass the northeast corner of said 65.821 acre tract and southeast corner of a certain 2.525 acre tract described and recorded in Instrument No. 746280, Official Public Records of Tom Green County, Texas, in all a total distance of 427.44 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the beginning of curve to the right;

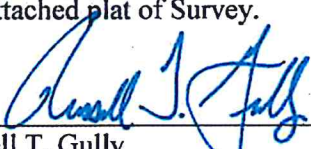
Thence with said curve to the right, having a radius of 970.00 feet, central angle for this part traversed of 11° 25' 47", arc length of 193.50 feet and whose long chord bears N. 11° 42' 22" W. 193.18 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for angle corner;

Thence across said 2.525 acre tract, N. 89° 03' 25" W. 166.20 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the west southwest corner of this tract in the west line of said 2.525 acre tract;

Thence with the most westerly line of this tract and west line of said 2.525 acre tract, N. 00° 56' 35" E. 340.17 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the northwest corner of this tract and said 2.525 acre tract and being in the south line of said 80.436 acre tract;

Thence with the north line of this tract and said 2.525 acre tract and south line of said 80.436 acre tract, S. 88° 44' 05" E. at 160.34 feet pass the northeast corner of said 2.525 acre tract and the northwest corner of said 74.106 acre tract, in all a total distance of 470.34 feet to the place of beginning and containing an area of 17.192 acres of land.

See attached plat of Survey.



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



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Bluthardt, Fort Concho Manager, Fort Concho, 325-487-2730

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

Consider approving a memorandum of understanding between the City of San Angelo and the Fort Concho Foundation regarding the reconstruction project for Barracks and Mess Halls 3 & 4 at Fort Concho - (Presentation by Fort Concho Museum Manager Robert Bluthardt)

Summary/History:

An anonymous donor has given \$2,000,000 to the San Angelo Area Foundation for the reconstruction of Barracks & Mess Halls 3 & 4 to serve as a future library and research facility. The Fort Concho Foundation and the Area Foundation have an agreement in place to facilitate this project. This additional document for Council's review creates an agreement between the Fort Concho Foundation and the City of San Angelo to facilitate the project's completion. Council previously approved this project and authorized staff to negotiate a contract with an architect on March 1, 2016. This new agreement re-assigns the primary responsibility for the architect and construction contracts to the Area Foundation with the Fort Concho Foundation serving as a liaison to the City.

Financial Impact:

Project cost including architect's fees and construction will be covered by the anonymous \$2,000,000 donation plus other private funds and donations managed by the Fort Concho Foundation and the San Angelo Area Foundation

Other Information/Recommendation:

Attachments:

Presentation:

n/a

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 7, 2017

Item type: Regular Item

Caption:

First public hearing of an ordinance amending appendix A fee schedule, article A9.000 planning and related fees, by repealing in its entirety section A9.009 fees for sign placement or erection, amending section A9.007 miscellaneous planning fees, to provide for adjustment of certain fees and addition of fees for additional planning services, providing for severability and providing for an effective date - (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 we are still early in the fee review process, it is appropriate to propose planning fees at this time.

Staff proposes the following fees based on the estimated cost of service and survey of peers.

- \$500 – Request for easement release
- \$500 plus signage cost – Request for street name change
- \$350 – Application for certificate of appropriateness for properties within the local historic overlay
- \$600 – Application for dis-annexation
- \$150 – Newspaper advertisements

Staff proposes removing the fee for sign placement or erection as it is duplicated in permits' fees section A2.009.

The estimated cost of service, survey of peers, and more information is available on the attached fee list.

Financial Impact:

Potential annual impact of increased revenue yielding \$6,950 for the General Fund.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

- | | | |
|----|----------------|---|
| 1. | Ord - Planning | 17-253_PLANN_APPENDIX_A_FEE_AMEND_ORD_02_01_17.docx |
| 2. | Presentation | FIN 170207 Fee Review Discussion.pptx |
| 3. | Fee List | Final Fee List.pdf |

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden

Created/Initiated

Theresa James
Anthony Wilson
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Approved
Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A9.000, "PLANNING AND RELATED FEES", BY REPEALING IN ITS ENTIRETY SECTION A9.009 "FEES FOR SIGN PLACEMENT OR ERECTION"; AMENDING SECTION A9.007, "MISCELLANEOUS PLANNING FEES", TO PROVIDE FOR ADJUSTMENT OF CERTAIN FEES AND ADDITION OF FEES FOR ADDITIONAL PLANNING SERVICES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, sign permit fees are provided for under Section A2.009 "Sign Permit Fees" of Article A2.000, "Building and Construction Related Fees", of Appendix "A" "Fee Schedule", of the Code of Ordinances of the City of San Angelo; and,

WHEREAS, Section A9.009 "Fees for Sign Placement or Erection" under Article A9.000, "Planning Related Fees" duplicates fees provided for under Section A2.009 of Appendix "A"; and,

WHEREAS, City desires to amend Section A9.007 "Miscellaneous Planning Fees of Article A9.000 "Planning Related Fees" of Appendix "A" "Fee Schedule", of the City of San Angelo Code of Ordinances, to adjust fees and add fees for additional services that more accurately reflect the actual cost to the City of providing those services;

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

Section 1) Appendix "A", "Fee Schedule", Article A9.000 "Planning Related Fees", Section A9.009, "Fees for Sign Placement or Erection", of the City of San Angelo Code of Ordinances, is hereby repealed and deleted in its entirety.

Section 2: Section A9.07 "Miscellaneous Planning Fees" of Article A9.000 "Planning Related Fees" of Appendix A "Fee Schedule", of the City of San Angelo Code of Ordinances is hereby amended by restating subparagraphs (d) and (e) to increase fees to more closely reflect the cost of providing those services, to read as follows:

- (d) Request for street name change: \$500. (plus cost of official city signage).
- (e) Request for release of easement: \$500.

Section 3: Section A9.007 “Miscellaneous Planning Fees” of Article A9.000 “Planning Related Fees” of Appendix “A” “Fee Schedule”, of the City of San Angelo Code of Ordinances is hereby amended by adding the following miscellaneous fees that reflect the actual cost to the City of providing those services, to read as follows:

- (l) Application for certificate of appropriateness for properties within the Historic Overlay Zone: \$350.
- (m) Application for dis-annexation: \$600.
- (n) Required Newspaper Advertisement: \$150.

Section 4: All provisions of Section A9.007 not amended hereby 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 _ day of _____ 2017, and finally PASSED, APPROVED and ADOPTED on this the _ day of _____, 2017.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Jon James, Director of Planning and Development Services

Theresa James, City Attorney



City Council

February 7, 2017



2017 Fee Review

Permits	Current Fee	Proposed Fee	Estimated Cost of Service
Request for Easement Release	\$300	\$500	\$650.08
Request for Street Name Change	\$250 + cost or signage	\$500 + cost or signage	\$650.08
Application for Certificate of Appropriateness within Historic Overlay	\$100	\$350	\$354.53
Application for Dis-Annexation	\$0	\$600	\$790.67
Newspaper Advertisements	\$0	\$150	\$206.12



2017 Fee Review

Survey	Odessa	Midland	Wichita Falls	Abilene
Request for Easement Release	Varies	Varies	Varies	Varies
Request for Street Name Change	Varies	Varies	\$500	\$800
Application for Certificate of Appropriateness within Historic Overlay	\$550			
Application for Dis-Annexation	Varies	Varies		
Newspaper Advertisements	Included in other fees	Included in other fees	Included in other fees	Included in other fees



2017 Fee Review

Permits	Proposed Fee	Financial Impact
Request for Easement Release	\$500	\$600
Request for Street Name Change	\$500 + cost or signage	\$500
Application for Certificate of Appropriateness within Historic Overlay	\$350	\$750
Application for Dis-Annexation	\$600	\$600
Newspaper Advertisements	\$150	\$4,500



2017 Fee Review

Removal *	Fee
Wall Signs	\$30 / wall face
Portable Signs	\$25
Off-site Billboard Signs	\$150
Freestanding or Pole Signs: 2-50 sq ft	\$40
Freestanding or Pole Signs: 51+ sq ft	\$60

* These fees are duplicated under Section A2.009 “Sign Permit Fees”





City Council

February 7, 2017



City of San Angelo

FY2016-17 Budget

Review of Fee Charges

Department/ Division	Type of Fee/Charge & Qualifiers	Status of Fee	Estimated Cost		Proposed Fee	Financial Impact	Currently Levied By:	Odessa	Midland	Wichita Falls	Abilene
			of Service	Current Fee							
Planning 101-2030	Misc.- Request for Easement Release	Increase	\$650.08	\$300	\$500	\$600	Section A9.007 Planning and Related Fees	Varies	Varies	\$100	\$400
Planning 101-2030	Misc.- Request for Street Name Change	Increase	\$650.08	250 plus signage cost	500 plus signage cost	\$500	Section A9.007 Planning and Related Fees	Varies	Varies	\$500	\$800
Planning 101-2030	Fees for sign placement or erection *Duplicated inPermits Section A2.009.	Remove		Varies			Section A9.009 Planning and Related Fees				
Planning 101-2030	Application for certificate of appropriateness for properties within the local historic overlay	New	\$354.53	\$100	\$350	\$750		\$550			
Planning 101-2030	Application for Dis-Annexation	New	\$790.67	\$0	\$600	\$600		Varies	Varies		
Planning 101-2030	Newspaper advertisements	New	\$206.12	\$0	\$150	\$4,500		included in fee	included in fee	included in fee	included in fee