City Council Agenda
02/21/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on February 21, 2017 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. **Call to Order**
2. **Prayer and Pledge**
3. **Proclamations/Recognitions**
   a. Recognition of the Central Bobcats High School Football Team for their accomplishments this season
   b. "Severe Weather Awareness Month", March 2017, to be accepted by Steve Mild, Emergency Management Coordinator.
   c. "National Developmental Disabilities Awareness Month" March 2017 to be accepted by MHMR of the Concho Valley Executive Director Gregory Rowe
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 February 7, 2017 City Council Regular Meeting minutes (B.Kendrick)
   b. Consider confirming appointments to MHMR Service for the Concho Valley Board of Trustees recommended by Liaison Representative Committee (B.Kendrick)
   c. Consider authorizing the sale of the following Lake Nasworthy property to the current residential lot lease holder for the appraised value (C. Preas):
      1. 1802 Cove Road; Lake Nasworthy Addtn; $137,158
      2. 2502 Sleepy Hollow; Lake Nasworthy Addtn; $101,200
      3. 6426 Lincoln Park Rd E; Lake Nasworthy Addtn; $76,200

d. Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following properties (C. Preas):
   1. Ellis Addition, Part of Lots 1 & 2, Block 20; Perez ($750)
   2. Frary Addition, S50' of Lot 6, Block 15; Perez ($750)
   3. E S Kirby Addition, N 42.70' of Block 8; Perez ($750)
   4. E S Kirby Addition, W 130' of N 75' of S 550', Block 8; Perez ($750)
   5. Miles Addition, Portion of Lots 6, 7 and 8, Block 28; Perez ($750)
   6. Miles Addition, Lot 15, Block 31; Perez ($750)
   7. Miles Addition, Lot 10, Block 76; Perez ($750)
   8. Miles Addition, Lot 3, Block 77; Perez ($750)
   9. Miles Addition, Lot 8, Block 77; Perez ($750)
   10. Millspaugh Addition, Lot 5, Block 1; Tafolla ($3,500)

e. Consider purchasing four Twelve Yard Dump Trucks in an amount of $416,224 from Lonestar Truck DBA Corley Freightliner (San Angelo, TX), budgeted in FY17, utilizing bid VM-02-15, previously awarded on April 7, 2015, and authorizing City Manager or designee to execute related documents (R.Kramer)

f. Consider authorizing the City Manager to execute all related documents between COSA and AEP Texas CitySmart Progam for Energy Incentives (R.Lewis)

g. Consider authorizing the City Manager to negotiate a 5-1/2 year agreement in the amount of $136,608.56 and execute all related documents between COSA and ThyssenKrupp Elevators through TCPN contract #R150801 for maintenance of elevators and escalators in several COSA facilities (R.Lewis)

h. Consider authorizing the City Manager to execute all related documents for an amendment to the current agreement between COSA and Ener-tel in the amount of $783.40 for installation of additional control equipment needed for proper operation of the HVAC systems for the Foster Communications Coliseum and Spur Arena (R.Lewis)

i. Consider a resolution authorizing specialized legal counsel to intervene on behalf of Coalition Cities in proceedings related to Atmos Pipeline-Texas' request to increate rates that is taking place before the Texas Railroad Commission (B.Kendrick/T.James)

j. Consider a resolution approving non-monetary in-kind support for the San Angelo Lions Charities Balloonfest (C.White)

k. Second reading 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. (J. James)

l. Second reading 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. (J. James)

m. Second reading 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. (J. James)

n. Second reading 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. (J. James)

6. Regular Agenda

a. Consider a resolution of general support for construction of a Low Income Housing Tax Credit (LIHTC) project (The Trails at San Angelo) by Generation Housing Development to construct an 72 unit affordable housing apartment complex for the general public on 2600 Block of Era Street (Item requested by Council Members Farmer and Gonzales)

b. 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)

c. First public hearing of an ordinance amending Chapter 7 "Health and Sanitation" Sections 7.05.006 "Prohibition of Smoking in Outdoor Sports Areas" and 7.05.008 "Where Smoking not Regulated" of the Code of Ordinances, providing for severability and an effective date - (Presentation by Parks & Recreation Director Carl White)

d. Consider the following items related to the dis-annexation of properties generally located north of F.M. 380 and east of U.S. Highway 67 & 277, and authorization for the City Manager to negotiate and execute any related documents:
1. First reading and public hearing for an Ordinance,
2. An Interlocal Development Agreement by and between the City of San Angelo and Tom Green County, and
3. A First Amendment to a Memorandum of Understanding by and between the City of San Angelo and Tom Green County - (Presentation by Planning & Development Services Director Jon James)

e. 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 an effective date - (Presentation by Budget Manager Morgan Chegwidden)

f. First public hearing and consider an ordinance amending Appendix A, "Fee Schedule", Article A2.000 "Building and Construction Related Fees", Section A2.001 "General Provisions", restating subpart (c) building valuations and repealing subpart (d) inspections and permits in the ETJ; amending Section A2.002 "Building Permit Fees", restating subpart (f) expedited plan review fees, and adding subpart (g) intermodal container placement fees; amending Section A2.004 "Miscellaneous Permit Fees" by restating subpart (d) "thirty day partial or temporary occupancy permit; amending Section A2.009 "Sign Permit Fees" by adding subpart (e) "public event banner fee"; amending Section A2.010 "General Fees" by adding subpart (g) fee for appeals from building official to the board of adjustment and appeals; amending section a2.012 "permit extensions" by restating said section to provide for permit renewals; repealing Section A2.013 "Licensing" (electrical) – (Presentation by Budget Manager Morgan Chegwidden)

g. First public hearing and consideration of an ordinance of the City of San Angelo amending appendix A fee schedule by repealing article A5.000 street use fees in its entirety, providing for severability and an effective date – (Presentation by Budget Manager Morgan Chegwidden)

h. First public hearing and consideration of an ordinance of the City of San Angelo, Texas, amending appendix a, "Fee Schedule", Article A15.000, "Facility Use Fees", by adding Section A15.002 "Fort Concho facility, membership and attendance fees"; providing for severability; and, providing for an effective date - (Presentation by Budget Manager Morgan Chegwidden)

i. Update on Sales Tax revenue performance (Presentation by Finance Director Tina Dierschke)

7. Follow Up and Administrative Issues

a. Announcements and consider future agenda items

8. 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 17th day of February 2017, at 12:00 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.

Certificate of Recognition

The City Council of the City of San Angelo hereby recognizes and applauds

The 2016 Central Bobcat Football Team

for their first undefeated regular season since 1943; becoming District Champions for the 4th consecutive year among their many other accomplishments this season, along with their dedication to embody the very best of what it means to bear the title "Student Athlete".

In Witness Whereof, *I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 21st day of February, 2017.*

_____

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

As anyone caught in a Texas downpour or cold front can tell you, the weather in the lone Star State can change in an instant; these changes can be unpredictable and intense, and severe weather can strike anywhere, at any time an d with little or no warning; over the years, storms have posed a significant threat to Texans' lives and properties; and , as a result, we must be ever-vigilant in the face of severe weather

While dangerous storms can strike at any time of the year, the months of March, April and May bring a greater potential of violent weather events, including damaging thunderstorms, hail storms, straight-line winds, tornadoes and flooding; it is vital that all Texas be aware of the dangers they present

Planning and preparation can greatly reduce loss of life and property when disasters strike; Texans should be familiar with the difference between severe weather watches and warnings, designate a safe place for family members to meet in case of evacuation, develop a plan to communicate with relatives and friends in other areas, and put together a "preparedness kit" of important supplies; and most importantly, Texans should heed warnings, information and instructions provided by local officials and emergency management personnel.

NOW, THEREFORE, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City council, do hereby proclaim the month of March 2017 as

"Severe Weather Awareness Month"

In Witness Whereof, *I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 21st day of February, 2017.*

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

The month of March, 2017 has been designated as National Developmental Disabilities Month in order to celebrate and recognize people with disabilities

Individuals with developmental disabilities, their families, friends, and neighbors and co-workers encourage everyone to focus on the abilities of all people

Individuals with developmental disabilities are entitled to enjoy, participate in and share the same benefits, privileges and protection afforded other citizens of our city, county, state and nation

The City of San Angelo encourage all citizens to support opportunities for individuals with developmental disabilities that include full access to education, housing, employment and recreation

***NOW, THEREFORE**, In order to recognize the many contributions and challenges of citizens with developmental with disabilities living in San Angelo, I, Dwain Morrison, Mayor of the City of San Angelo, on behalf of the City Council, do hereby proclaim the Month of March 2017 as,*

"Developmental Disabilities Awareness Month"

and encourage all citizens to observe the month with appropriate programs and activities. ***FURTHERMORE,*** *we encourage all citizens to seek information from those organizations with expertise in matters concerning professionals who support individuals with intellectual and developmental disabilities.*

In Witness Whereof, *I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 2nd day of May, 2016.*

_____

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, February 7, 2017

Present:

Mayor Dwain Morrison
Council Member Bill Richardson, SMD 1
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 8:31 a.m. on Tuesday, February 7, 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 Ron Miller, a minister with Trinity Fellowship Church; and the pledges were led by Nikki Self, Emily Green, and Erin Elizabeth Morrison 5th graders from Wall Elementary School.

As part of Mayor Morrison's plan to showcase local musician talent Case Harden performed three songs.

3. Proclamations/Recognitions

No proclamations or recognitions were made.

4. Public Comment

Wayne Dolcefino expressed concerns about the landfill contract.

Several Citizens and volunteers from Critter Shack made public comments concerning the Trap Neuter Return ordinance.

Council Member Gonzales invited the public to attend the TxDot meeting on February 9th.

Council Member Thomas invited the public to attend Council Member Farmer's upcoming town hall meeting on February 9th.

Mayor Morrison announced that Council Member Farmer was attending a Ports-to-Plains meeting, and Council Member Self had a business meeting to attend.

5. Consent Agenda

a. Approval of the January 17, 2017 City Council Regular Meeting minutes

b. Approval of authorizing the sale of the following Lake Nasworthy properties to the current residential lot lease holder for the appraised value
   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. Ratification of 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

d. Ratification of 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

e. Adoption of 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, inadvertenly 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

f. Adoption of a resolution authorizing the San Angelo Police Department to apply for $37,500 from the Justice Assistance Grant Program

g. Approval of 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

h. Approval of 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”

i. Approval of 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

DRAFT

j. Approval of 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

k. Approval of 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

l. Approval of 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

m. Approval of second reading and consider adopting an ordinance amending the existing One-Way operations of E. Washington St. and Burgess St.

n. Approval of 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

o. Approval of second reading and consider adopting an ordinance amending the 2016-2017 budget for grants, contributions and incomplete projects

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve the consent agenda, as presented. The motion carried unanimously (5) ayes to (0) nays.

6. Regular Agenda

a. Presentation on the Mayor's Wellness Partnership by Texas Hunger Initiative representatives Mary Herbert and Betty Teston

No action was taken on this item

b. Bell Street Construction Project Update (A presentation was made by City Engineer Russell Pehl)

No action was taken on this item

c. Denial of a sublease of the following Lake Nasworthy residential lot lease:
1601 Shady Point Circle, Lake Nasworthy (A presentation was made by Real Estate Manager Cynthia Preas, and the current tenant Ed Richmond)

Motion: Council Member Richardson made a motion, seconded by Council Member Gonzales, to affirm the terms of the lease and deny the request to sublease the property. The motion carried unanimously (5) ayes to (0) nays.

d. Postponement of consideration of 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" (A presentation was made by Operations Director Shane Kelton)

DRAFT

This item was postponed to a future meeting.

e. Approval of 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 (A presentation was made by Planning & Development Director Jon James)

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve the first reading, as presented. The motion carried unanimously (5) ayes to (0) nays.

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

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve the first reading, as presented. The motion carried unanimously (5) ayes to (0) nays.

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

Motion: Council Member Thomas made a motion, seconded by Council Member Richardson, to approve the first reading, as presented. The motion carried unanimously (5) ayes to (0) nays.

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

Motion: Council Member Carter made a motion, seconded by Council Member Gonzales, to approve the first reading, as presented The motion carried unanimously (5) ayes to (0) nays.

i. Acceptance of 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 (A presentation was made by Planning & Development Services Director Jon James)

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to accept the petition, as presented. The motion carried unanimously (5) ayes to (0) nays.

DRAFT

j. Acceptance of a petition seeking annexation of properties situated immediately west of San Angelo, generally located south of U.S. Highway 67 and west of Southland Boulevard (A presentation was made by Planning & Development Services Director Jon James)

Motion: Council Member Carter made a motion, seconded by Council Member Richardson, to accept the petition, as presented. The motion carried unanimously (5) ayes to (0) nays.

k. Approval of 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 (A presentation was made by Assistant City Manager Rick Weise and City Attorney Theresa James)

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve the memorandum of understanding, as presented. The motion carried unanimously (5) ayes to (0) nays.

l. Postponement of 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 (A presentation was made by Budget Manager Morgan Chegwidden)

This item was postponed to a future meeting.

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

No action was taken on this item

b. Consider the March 2017 City Council Meeting Schedule

No action was taken on this item

c. Announcements and consideration of Future Agenda Items

DRAFT

Mayor Morrison request the Planning Department look at the possibility of allowing temporary placement "Granny Pods" to help citizens with solutions for assisted living of aging relatives.

9. <u>Adjournment</u>

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to adjourn the meeting. The motion carried unanimously five (5) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 10:50 a.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.)

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Consider confirming appointments to MHMR Service for the Concho Valley Board of Trustees recommended by Liaison Representative Committee (B.Kendrick)

Summary/History:

Councilmember Gonzales serves as the Council Representative to the MHMR Liaison Representative Committee which presented this nomination. Term appointment is from February 2017 to October 2018.

A letter from MHMR Services for the Concho Valley Chief Administrative Officer Annette Hernandez is provided as additional background.

Financial Impact:

None at this time.

Other Information/Recommendation:

Recommended Board of Trustees New Member:

Darling-Bobo, Trudy -February 23, 2017 through October 31, 2018 (new-appointment)

Attachments:

1. Letter APPTSA20162018 #2.doc

Presentation:

None

Approvals/Reviews:

Bryan Kendrick Created/Initiated

MHMR SERVICES FOR THE CONCHO VALLEY

"Working Together To Help People Help Themselves"

TO: **Appointing Agencies**
Angelo State University- President
City of San Angelo-City Council
San Angelo Independent School District-Board of Trustees
Tom Green County-Commissioners Court

FROM: **Appointing Agencies - Liaison Representatives**
Dr. Bradley Petty, Angelo State University
Ms. Lucy Gonzales, City of San Angelo
Mr. Aubrey DeCordova, Tom Green County
Mr. Art Hernandez, San Angelo Independent School District

SUBJECT: **A**ppointment to the Board of Trustees of the MHMR Services for the Concho Valley

DATE: February 9, 2017

The Liaison Representatives nominates the following persons for appointment to the MHMR Services for the Concho Valley Board of Trustees:

Darling-Bobo, Trudy -February 23, 2017 through October 31, 2018 (new-appointment)

Official appointment of the nominee is requested by the Liaison Representatives to provide a duly constituted Board of Trustees as required by the Texas Laws Relating Mental Health and Mental Retardation. Documentation (notarized meeting minutes where applicable) of the appointments should be sent to the Annette Hernandez, Board Liaison, MHMR Services for the Concho Valley, 1501 West Beauregard, San Angelo, Texas 76901.

If you have any questions, please feel free to contact Ms. Annette Hernandez at (325) 658-7750 ext. 346.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

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

1. 1802 Cove Road; Lake Nasworthy Addtn; $137,158
2. 2502 Sleepy Hollow; Lake Nasworthy Addtn; $101,200
3. 6426 Lincoln Park Rd E; Lake Nasworthy Addtn; $76,200

Summary/History:

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

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	Summary Appraisal 1802 Cove Rd	1802 Cove Rd. - Summary Appraisal.pdf
2.	Summary Appraisal 2502 Sleepy Hollow	2502 Sleepy Hollow - Summary Appraisal.pdf
3.	Summary Appraisal 6426 Lincoln Park Rd E	6426 Lincoln Park Rd. E. - Summary Appraisal.pdf

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

APPRAISAL OF REAL PROPERTY

LOCATED AT

1802 Cove Rd
San Angelo, TX 76904
Lot 1, Block A, Group 2, Lake Nasworthy Addition

FOR

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

AS OF

12/30/2016

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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02/06/2017

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

Re: Property: 1802 Cove Rd
San Angelo, TX 76904
Borrower: Geraldine Halfmann
File No.: R16-0520

Opinion of Value: $ 137,158
Effective Date: 12/30/2016

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.

This report is based on a physical analysis of the site only, an 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 Real Estate Uniform Standards of Professional Appraisal Practice.

The value conclusions reported, are as of the effective date stated in the body of the report. This is contingent upon the certification and limiting conditions, as well as the hypothetical condition given by the City of San Angelo.

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

2502 Sleepy Hollow
San Angelo, Tx 76904
Lot 1, Block 1, Section 1, Group Fishermans Road, 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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133 W Concho Ave Ste 208
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

01/24/2017

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

Re: Property: 2502 Sleepy Hollow
San Angelo, Tx 76904
Borrower: Judy Pearce
File No.: R16-0390

Opinion of Value: $ 101,200
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

6426 Lincoln Park Rd E
San Angelo, TX 76904
Lot 11, Block 1, Group Lincoln Park, 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
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(325) 655-1278
www.halfmannrealty.com

02/06/2017

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

Re: Property: 6426 Lincoln Park Rd E
San Angelo, TX 76904
Borrower: Sammie Angela Brown Management Trust
File No.: R16-0420

Opinion of Value: $ 76,200
Effective Date: 12/15/2016

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

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

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

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

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

Respectfully Submitted,

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

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

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

1. Ellis Addition, Part of Lots 1 & 2, Block 20; Perez ($750)
2. Frary Addition, S50' of Lot 6, Block 15; Perez ($750)
3. E S Kirby Addition, N 42.70' of Block 8; Perez ($750)
4. E S Kirby Addition, W 130' of N 75' of S 550', Block 8; Perez ($750)
5. Miles Addition, Portion of Lots 6, 7 and 8, Block 28; Perez ($750)
6. Miles Addition, Lot 15, Block 31; Perez ($750)
7. Miles Addition, Lot 10, Block 76; Perez ($750)
8. Miles Addition, Lot 3, Block 77; Perez ($750)
9. Miles Addition, Lot 8, Block 77; Perez ($750)
10. Millspaugh Addition, Lot 5, Block 1; Tafolla ($3,500)

Summary/History:

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

Financial Impact:

Upon approval: (1) The City will retain a $500 Administration fee; (2) The balance will be distributed according to the judgment or tax warrant on the Sheriff's Return; and (3) Property will be reinstated back onto tax roll.
Additional savings to the City includes minimum $90 per year maintenance charges.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	Property Analysis Ellis Addtn	Property Analysis Ellis.pdf
2.	Map Ellis Addtn	Map Ellis Addtn.pdf
3.	Property Analysis Frary Addtn	Property Analysis Frary.pdf
4.	Map Frary Addtn	Map Frary Addtn, Blk 15, Pt Lot 6.pdf
5.	Property Analysis ES Kirby (1)	Property Analysis E S Kirby (1).pdf
6.	Map ES Kirby (1)	Map ES Kirby (1).pdf
7.	Property Analysis ES Kirby (2)	Property Analysis E S Kirby (2).pdf
8.	Map ES Kirby (2)	Map ES Kirby (2).pdf

9.	Property Analysis Miles, Block 28	Property Analysis Miles, B28.pdf
10.	Map Miles, Block 28	Map Miles, Block 28.pdf
11.	Property Analysis Miles, Block 31	Property Analysis Miles B31.pdf
12.	Map Miles, Block 31	Map Miles B31.pdf
13.	Property Analysis Miles, Block 76	Property Analysis Miles B76.pdf
14.	Map Miles, Block 76	Map Miles, Blk 76.pdf
15.	Property Analysis Miles, Block 77, Lot 3	Property Analysis Miles B77, L3.pdf
16.	Map Miles, Block 77, Lot 3	Map Miles, Block 77, Lot 3.pdf
17.	Proeprty Analysis Miles, Block 77, Lot 8	Property Analysis Miles B77, L8.pdf
18.	Map Miles, Block 77, Lot 8	Map Miles, Block 77, Lot 8.pdf
19.	Property Analysis Millspaugh	Property Analysis Millspaugh.pdf
20.	Map Millspaugh	Map Millspaugh.pdf
21.	Resolution	Tax Resale Resolution (2)- Feb 21, 2017.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

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: The South 50 feet of Lots 1 and 2, Block 20, Ellis Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 41, Page 205, Official Public Records of Real Property of Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: B-05-0035-T

Location: 419 N. Poe

City of San Angelo, et al.
vs. Victor A. Barrera

Tax ID Number: Acct #08-21900-0020-002-00

Judgment Date: September 8, 2008

Date of Sheriff's Sale: March 3, 2009

Sheriff's Deed Recorded: March 10, 2009

Years Held in Trust **8 yrs**

Adjudge Value: $ 7,400.00 **Urban Redevelopment Program?** **NO**

Amount of Offer: $ 750.00

Purchaser: Louis A. Perez

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$675.00		$675.00	13.50%		**$91.13**
District Clerk	$264.00		$264.00	13.50%		**$35.64**
Sheriff's Fee	$100.00		$100.00	13.50%		**$13.50**
Attorney Fee	$350.00		$350.00	13.50%		**$47.25**
Municipal Liens				0.00%		**$0.00**
Taxes		$6,247.00		1.00%		**$62.47**
Total	$1,889.00	$6,247.00	$1,889.00		$0.00	$750.00
Actual Total Amt Due		$8,136.00				
Amount Remaining						

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

419 N Poe/S 50' Lts 1 & 2, Blk 20, Ellis Addtn

October 5, 2016

Ownership Parcels

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Web AppBuilder for ArcGIS

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: The South 50 feet of Lot 6, Block 15, Frary Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 41, Page 205, Official Public Records of Real Property of Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: B--05-0035-T

Location:

City of San Angelo, et al.
vs. Victor A Barrera

Tax ID Number: Acct #13-23700-0015-007-00

Judgment Date: September 8, 2008

Date of Sheriff's Sale: March 3, 2009

Sheriff's Deed Recorded: March 10, 2009

Years Held in Trust **8 Years**

Adjudge Value: $ 2,020.00 **Urban Redevelopment Program?** **NO**

Amount of Offer: $ 750.00

Purchaser: Luis A. Perez

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$720.00		$720.00	16.25%		**$117.00**
District Clerk	$264.00		$264.00	16.25%		**$42.90**
Sheriff's Fee	$100.00		$100.00	16.25%		**$16.25**
Attorney Fee	$365.00		$365.00	16.25%		**$59.31**
Municipal Liens						**$0.00**
Taxes		$1,027.00		1.00%		**$10.27**
Total	$1,949.00	$1,027.00	$1,949.00		$0.00	$745.73
Actual Total Amt Due		$2,976.00				
Amount Remaining						

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

Frary Addtn, Blk 15, S Pt Lot 6

October 6, 2016

Ownership Parcels

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Web AppBuilder for ArcGIS

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: The North 42.70 feet of Block 8, E.S. Kirby Subdivision, Tom Green County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 43, Map Records of Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: A-08-0016-T

Location:

City of San Angelo, et al.
vs. Mitchell Goren

Tax ID Number: Acct #15-30200-0008-018-10

Judgment Date: September 9, 2009

Date of Sheriff's Sale: November 1, 2011

Sheriff's Deed Recorded: November 17, 2011

Years Held in Trust **5 Yrs 3 Mo**

Adjudge Value: $ 2,600.00

Urban Redevelopment Program? **NO**

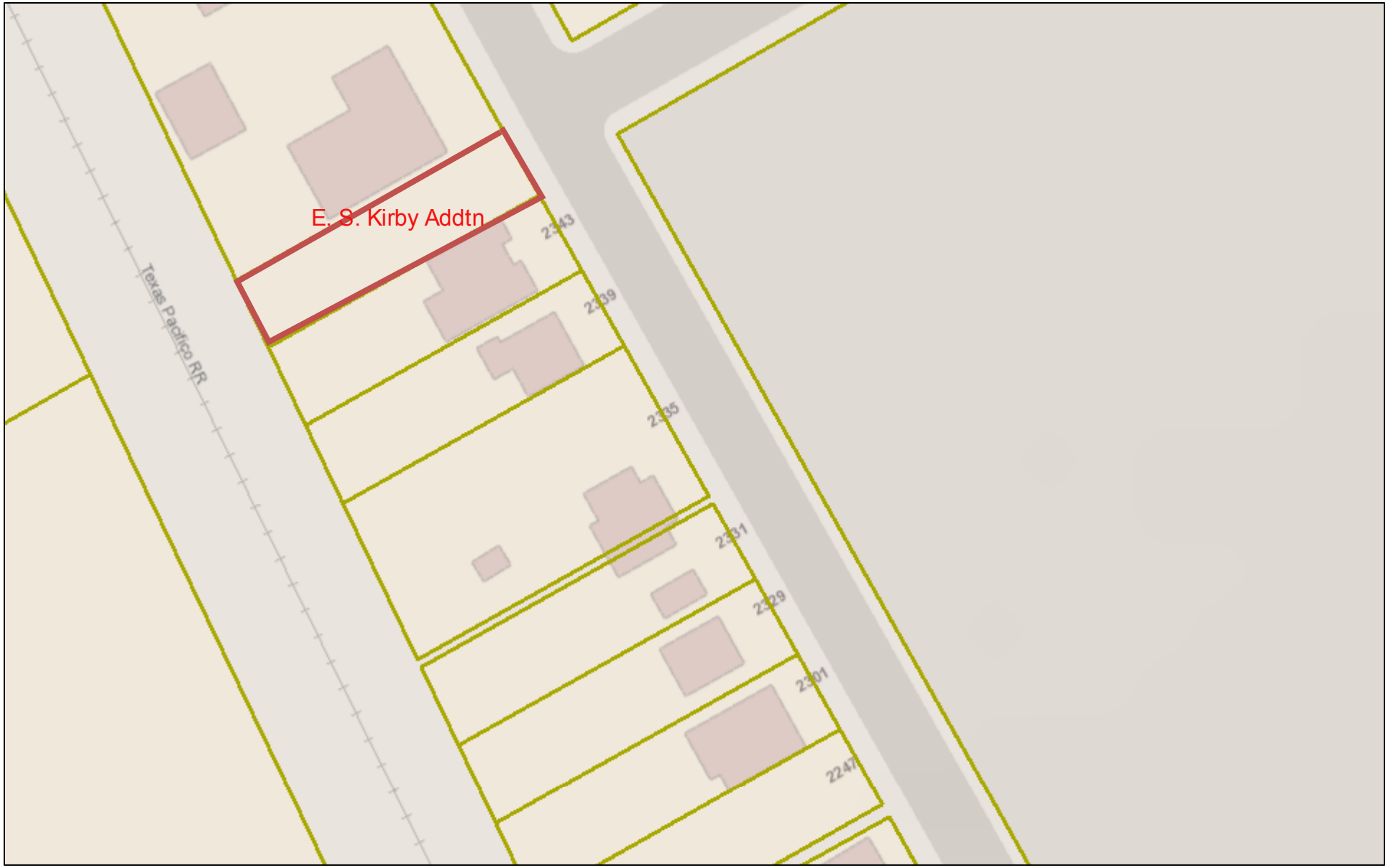
Amount of Offer: $ 750.00

Purchaser: Luis A. Perez

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$450.00		$450.00	14.95%		**$67.29**
District Clerk	$348.00		$348.00	14.95%		**$52.04**
Sheriff's Fee	$100.00		$100.00	14.95%		**$14.95**
Attorney Fee	$540.00		$540.00	14.95%		**$80.75**
Municipal Liens						**$0.00**
Taxes		$3,495.84		1.00%		**$34.96**
Total	$1,938.00	$3,495.84	$1,938.00		$0.00	$750.00
Actual Total Amt Due		$5,433.84				
Amount Remaining						

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

Map E S Kirby Addtn (1)



February 9, 2017

Parcels

Tax Parcels

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

City of San Angelo Copyright 1987-2014

Web AppBuilder for ArcGIS

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description:	The West 130 feet of the North 75 feet of the South 500 feet of Block 8, E.S. Kirby's Subdivision, Tom Green County, Texas, and the North 5 feet of the East 120 feet of the North 75 feet of the South 500 feet as described in Volume 381, Page 449, Deed Records of Tom Green County, Texas.
Improved/Unimproved	Unimproved
Tax Suit Number:	B-06-0209-T
Location:	
City of San Angelo, et al. vs.	Herman Bell, et al
Tax ID Number:	Acct #15-30200-0008-007-00
Judgment Date:	January 14, 2009
Date of Sheriff's Sale:	March 1, 2011
Sheriff's Deed Recorded:	March 17, 2011

		Years Held in Trust	**6 Years**
Adjudge Value:	$ 2,936.00	**Urban Redevelopment Program?**	**No**
Amount of Offer:	$ 750.00		
Purchaser:	Luis A. Perez		

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$540.00		$540.00	15.74%		**$85.01**
District Clerk	$455.00		$455.00	15.74%		**$71.63**
Sheriff's Fee	$100.00		$100.00	15.74%		**$15.74**
Attorney Fee	$365.00		$365.00	15.74%		**$57.46**
Municipal Liens						**$0.00**
Taxes		$2,016.00		1.00%		**$20.16**
Total	$1,960.00	$2,016.00	$1,960.00		$0.00	$750.00
Actual Total Amt Due		$3,976.00				
Amount Remaining						

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

Map E S Kirby Addtn (2)

February 9, 2017

Parcels

Tax Parcels

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

City of San Angelo Copyright 1987-2014

Web AppBuilder for ArcGIS

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description:	A portion of Lots 6, 7 and 8, Block 28, Miles Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in deed dated March 20, 1974 from Donald Nelson Holley, et ux. to George Jones, Sr., et ux., in Volume 611, Page 583, Deed Records of Tom Green County, Texas.
Improved/Unimproved	Unimproved
Tax Suit Number:	B-05-0192-T
Location:	816 Volney
City of San Angelo, et al.	Joseph Jones
vs.	
Tax ID Number:	Acct #18-34200-0028-009-00
Judgment Date:	August 7, 2009
Date of Sheriff's Sale:	November 3, 2009
Sheriff's Deed Recorded:	November 23, 2009

		Years Held in Trust	**6 Yrs 3 Mo**
Adjudge Value:	$ 3,000.00	**Urban Redevelopment Program?**	**No**
Amount of Offer:	$ 750.00		
Purchaser:	Luis A. Perez		

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$540.00		$540.00	12.29%		**$66.36**
District Clerk	$533.00		$533.00	12.29%		**$65.50**
Sheriff's Fee	$100.00		$100.00	12.29%		**$12.29**
Attorney Fee	$365.00		$365.00	12.29%		**$44.85**
Municipal Liens						**$0.00**
Taxes		$6,101.42		1.00%		**$61.01**
Total	$2,038.00	$6,101.42	$2,038.00		$0.00	$750.00
Actual Total Amt Due		$8,139.42				
Amount Remaining						

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

Map Miles, B28

February 9, 2017

Parcels

Tax Parcels

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

City of San Angelo Copyright 1987-2014

Web AppBuilder for ArcGIS

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description:	Lot 15, Block 31, Miles Addition, City of San Angelo, Tom Green County, Texas, and described in deed recorded in Volume 359, Page 587, Official Public Records of Real property of Tom Green County, Texas.
Improved/Unimproved	Unimproved
Tax Suit Number:	B-02-0133-T
Location:	204 W. 8th Street
City of San Angelo, et al. vs.	Isidro Delgado Vallejo
Tax ID Number:	Acct #18-34200-0031-015-00
Judgment Date:	October 4, 2002
Date of Sheriff's Sale:	November 5, 2002
Sheriff's Deed Recorded:	November 19, 2002

		Years Held in Trust	**14 Yrs 3 Mo**
Adjudge Value:	$ 3,817.00	**Urban Redevelopment Program?**	**No**
Amount of Offer:	$ 750.00		
Purchaser:	Luis A. Perez		

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00			**$500.00**
Maintenance Fee	$1,260.00		$1,260.00	12.75%		**$160.70**
District Clerk	$105.00		$105.00	12.75%		**$13.39**
Sheriff's Fee	$40.00		$40.00	12.75%		**$5.10**
Attorney Fee	$290.00		$290.00	12.75%		**$36.99**
Municipal Liens		$659.00		1.00%		**$6.59**
Taxes		$2,723.00		1.00%		**$27.23**
Total	$2,195.00	$3,382.00	$2,195.00		$0.00	$750.00
Actual Total Amt Due		$5,577.00				
Amount Remaining						

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

Map Miles, B31

February 9, 2017

Parcels

Tax Parcels

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

City of San Angelo Copyright 1987-2014

Web AppBuilder for ArcGIS

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 10, Block 76, Miles Addition, City of San Angelo, Tom Green County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 169, Deed Records of Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: B-01-0136-T

Location: 112 W. 10th Street

City of San Angelo, et al.
vs. A. Cosey

Tax ID Number: Acct #19-34200-0076-010-00

Judgment Date: March 26, 2003

Date of Sheriff's Sale: October 4, 2005

Sheriff's Deed Recorded: October 18, 2005

Years Held in Trust **11 Yrs 3 Mo**

Adjudge Value: $ 2,500.00

Urban Redevelopment Program? **No**

Amount of Offer: $ 750.00

Purchaser: Luis A. Perez

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$990.00		$990.00	12.10%		**$119.81**
District Clerk	$284.00		$284.00	12.10%		**$34.36**
Sheriff's Fee	$100.00		$100.00	12.10%		**$12.10**
Attorney Fee	$332.00		$332.00	12.10%		**$40.17**
Municipal Liens		$290.00		1.00%		**$2.90**
Taxes		$4,065.00		1.00%		**$40.65**
Total	$2,206.00	$4,355.00	$2,206.00		$0.00	$750.00
Actual Total Amt Due		$6,561.00				
Amount Remaining						

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

Map Miles, B76

February 9, 2017

Parcels

Tax Parcels

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

City of San Angelo Copyright 1987-2014

Web AppBuilder for ArcGIS

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description:	Lot 3, Block 77, Miles Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 315, Page 38, Deed Records of Tom Green County, Texas.
Improved/Unimproved	Unimproved
Tax Suit Number:	B-06-0245-T
Location:	109 W. 12th Street
City of San Angelo, et al. vs.	Rachel M. Clark a/k/a Rachael M. Clark a/k/a Rachel City Clark
Tax ID Number:	Acct #19-34200-0077-002-10
Judgment Date:	March 10, 2008
Date of Sheriff's Sale:	October 7, 2008
Sheriff's Deed Recorded:	October 22, 2008

		Years Held in Trust	**8 Yrs 4 Mo**
Adjudge Value:	$ 2,032.00	**Urban Redevelopment Program?**	**No**
Amount of Offer:	$ 750.00		
Purchaser:	Luis A. Perez		

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$720.00		$720.00	16.31%		**$117.45**
District Clerk	$333.00		$333.00	16.31%		**$54.32**
Sheriff's Fee	$100.00		$100.00	16.31%		**$16.31**
Attorney Fee	$300.00		$300.00	16.31%		**$48.94**
Municipal Liens						**$0.00**
Taxes		$1,299.00		1.00%		**$12.99**
Total	$1,953.00	$1,299.00	$1,953.00		$0.00	$750.00
Actual Total Amt Due		$3,252.00				
Amount Remaining						

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

Map Miles, B77

February 9, 2017

Parcels

Tax Parcels

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

City of San Angelo Copyright 1987-2014

Web AppBuilder for ArcGIS

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 8, Block 77, Miles Addition, City of San Angelo, Tom Green County, Texas, as described in Volume 494, Page 411, Deed Records of Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: B-99-0081-T

Location: 118 W. 11th Street

City of San Angelo, et al.
vs. J. D. Anderson, et al.

Tax ID Number: Acct #19-34200-0077-006-00

Judgment Date: October 26, 1999

Date of Sheriff's Sale: December 7, 1999

Sheriff's Deed Recorded: January 6, 2000

Years Held in Trust **17 Yrs**

Adjudge Value: $ 2,500.00

Urban Redevelopment Program? **No**

Amount of Offer: $ 750.00

Purchaser: Luis A. Perez

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$1,530.00		$1,530.00	13.21%		**$202.08**
District Clerk	$4.00		$4.00	13.21%		**$0.53**
Sheriff's Fee	$40.00		$40.00	13.21%		**$5.28**
Attorney Fee	$201.00		$201.00	13.21%		**$26.55**
Municipal Liens		$1,334.00		1.00%		**$13.34**
Taxes		$221.94		1.00%		**$2.22**
Total	$2,275.00	$1,555.94	$2,275.00		$0.00	$750.00
Actual Total Amt Due		$3,830.94				
Amount Remaining						

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

Map Miles, B77, L8

February 9, 2017

Parcels

Tax Parcels

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

City of San Angelo Copyright 1987-2014

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PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 5, Block 1, Millspaugh Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 862, Page 214, Deed Records, Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: A-13-0161-TAX

Location: 55 E. Highland

City of San Angelo, et al.
vs. Maria Castillo, deceased

Tax ID Number: Acct #20-34800-0001-005-00

Judgment Date: October 14, 2015

Date of Sheriff's Sale: October 4, 2016

Sheriff's Deed Recorded: October 18, 2016

Years Held in Trust **4 mos.**

Adjudge Value: $ 7,793.00 **Urban Redevelopment Program?** **No**

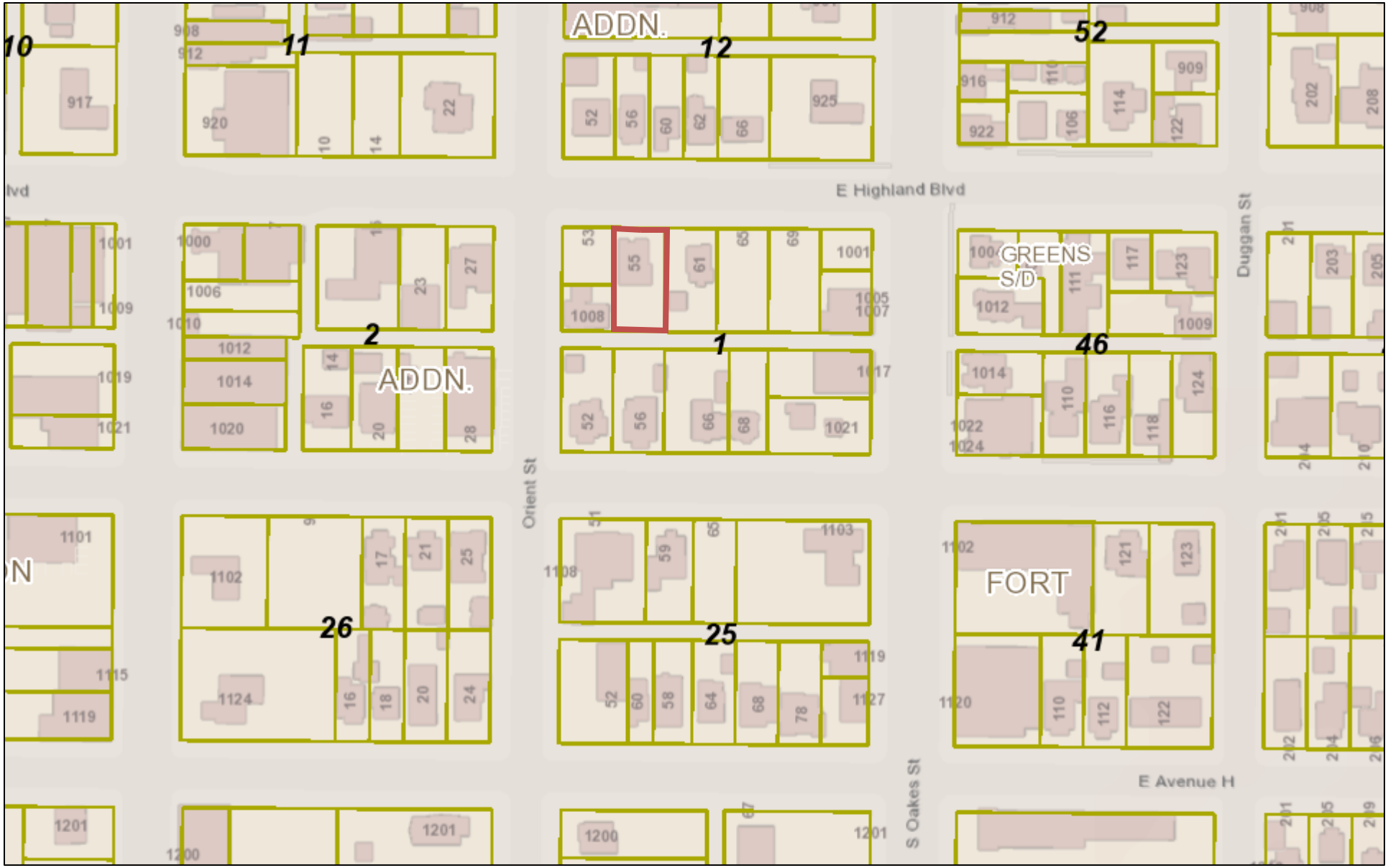
Amount of Offer: $ 3,500.00

Purchaser: Rosalindoa Tafolla

	Amounts Due Fees	Judgment	Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$0.00		$0.00	100.00%		**$0.00**
District Clerk	$559.00		$559.00	100.00%		**$559.00**
Sheriff's Fee	$100.00		$100.00	100.00%		**$100.00**
Attorney Fee	$402.73		$402.73	100.00%		**$402.73**
Municipal Liens		$2,091.25		28.80%		**$602.18**
Taxes		$4,640.02		28.80%		**$1,336.09**
Total	$1,561.73	$6,731.27	$1,561.73		$0.00	$3,500.00
Actual Total Amt Due		$8,293.00				
Amount Remaining						

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

Map Millspaugh



February 9, 2017

Parcels

Tax Parcels

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

City of San Angelo Copyright 1987-2014

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

WHEREAS, by Sheriff's Sale, the properties described below were struck-off to the City of San Angelo, Trustee, pursuant to a delinquent tax foreclosure decree of the 119th and 340th Judicial Districts, Tom Green County, Texas; and

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

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO that its Mayor, Dwain Morrison, is hereby authorized to execute a Tax-Resale (quitclaim) Deed conveying all of the right, title, and interest of the City of San Angelo, and all other taxing units interested in the below described real properties to the named individuals or entities:

Conveying to:

Louis A. Perez ($750)

The South 50 feet of Lots 1 and 2, Block 20, Ellis Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 41, Page 205, Official Public Records of Real Property of Tom Green County, Texas, described in Judgment foreclosing tax lien entered September 8, 2008, 119th District Court, Tom Green County, Cause No. B-05-0035-T, and conveyed by Sheriff's Deed dated March 6, 2009, recorded as Instrument No. 666241.
Acct. #08-21900-0020-002-00

Louis A. Perez ($750)

The South 50 feet of Lot 6, Block 15, Frary Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 41, Page 205, Official Public Records of Real Property of Tom Green County, Texas, described in Judgment foreclosing tax lien entered September 8, 2008, 119th District Court, Tom Green County, Cause No. B-05-0035-T, and conveyed by Sheriff's Deed dated March 6, 2009, recorded as Instrument No. 666241.
Acct. #13-23700-0015-007-00

Louis A. Perez ($750)

The North 42.70 feet of Block 8, E.S. Kirby Subdivision, Tom Green County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 43, Map Records of Tom Green County, Texas, described in Judgment foreclosing tax lien entered September 9, 2009, 51st District Court, Tom Green County, Cause No. A-08-0016-T, and conveyed by Sheriff's Deed dated November 17, 2011, recorded as Instrument No. 710992.
Acct. #15-30200-0008-018-10

Louis A. Perez ($750)

The West 130 feet of the North 75 feet of the South 500 feet of Block 8, E.S. Kirby's Subdivision, Tom Green County, Texas, and the North 5 feet of the East 120 feet of the North 75 feet of the South 500 feet as described in Volume 381, Page 449, Deed Records of Tom Green County, Texas, described in Judgment foreclosing tax lien entered January

14, 2009, 119th District Court, Tom Green County, Cause No. B-06-209-T, and conveyed by Sheriff's Deed dated March 17, 2011, recorded as Instrument No. 700431.
Acct. #15-30200-0008-007-00

Louis A. Perez ($750)

A portion of Lots 6, 7 and 8, Block 28, Miles Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in deed dated March 20, 1974 from Donald Nelson Holley, et ux. to George Jones, Sr., et ux., in Volume 611, Page 583, Deed Records of Tom Green County, Texas, described in Judgment foreclosing tax lien entered August 7, 2009, 119th District Court, Tom Green County, Cause No. B-05-0192-T, and conveyed by Sheriff's Deed dated November 9, 2009, recorded as Instrument No. 678726.
Acct. #18-34200-0028-009-00

Louis A. Perez ($750)

Lot 15, Block 31, Miles Addition, City of San Angelo, Tom Green County, Texas, and described in deed recorded in Volume 359, Page 587, Official Public Records of Real property of Tom Green County, Texas, described in Judgment foreclosing tax lien entered October 4, 2002, 119th District Court, Tom Green County, Cause No. B-02-0133-T, and conveyed by Sheriff's Deed dated November 18, 2002, recorded as Instrument No. 537380.
Acct. #18-34200-0031-015-00

Louis A. Perez ($750)

Lot 10, Block 76, Miles Addition, City of San Angelo, Tom Green County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 169, Deed Records of Tom Green County, Texas, described in Judgment foreclosing tax lien entered March 26, 2003, 119th District Court, Tom Green County, Cause No. B-01-0136-T, and conveyed by Sheriff's Deed dated October 17, 2005, recorded as Instrument No. 599614.
Acct. #18-34200-0028-009-00

Louis A. Perez ($750)

Lot 3, Block 77, Miles Addition, an addition to the City of San Angelo, Tom Green County, Texas, as described in Volume 315, Page 38, Deed Records of Tom Green County, Texas, described in Judgment foreclosing tax lien entered September 12, 2008, 119th District Court, Tom Green County, Cause No. B-06-0245-T, and conveyed by Sheriff's Deed dated October 21, 2008, recorded as Instrument No. 660130.
Acct. #19-34200-0077-002-10

Louis A. Perez ($750)

Lot 8, Block 77, Miles Addition, City of San Angelo, Tom Green County, Texas, as described in Volume 494, Page 411, Deed Records of Tom Green County, Texas, described in Judgment foreclosing tax lien entered October 26, 1999, 119th District Court, Tom Green County, Cause No. B-99-0081-T, and conveyed by Sheriff's Deed dated October 21, 2008, recorded as Instrument No. 484704.
Acct. #19-34200-0077-006-00

Rosalinda Tafolla ($3,500)

Lot 5, Block 1, Millspaugh Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 862, Page 214, Deed Records, Tom Green County, Texas, described in Judgment foreclosing tax lien entered October 14, 2015, 51st District Court, Tom Green County, Cause No. A-13-0161-TAX, and conveyed by Sheriff's Deed dated October 17, 2016, recorded as Instrument No. 201615968.
Acct. #20-34800-0001-005-00

APPROVED AND ADOPTED ON THE _____DAY OF _____, 2017.

THE CITY OF SAN ANGELO

Attest:

_____
Dwain Morrison, Mayor

_____
Bryan Kendrick, City Clerk

Approved As to Content:

_____
Cindy S. Preas, Real Estate Manager

Approved As to Form:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Consider purchasing four Twelve Yard Dump Trucks in an amount of $416,224 from Lonestar Truck DBA Corley Freightliner (San Angelo, TX), budgeted in FY17, utilizing bid VM-02-15, previously awarded on April 7, 2015, and authorizing City Manager or designee to execute related documents (R.Kramer)

Summary/History:

Council approval is requested for additional purchases using RFB VM-02-15 "Twelve Yard Dump Trucks". This RFB was originally approved by Council on April 7, 2015. At that time, two trucks were approved and purchased for the Street and Bridge Division. This contract is valid until April 6, 2018, pending the contracted vendor (Corley Freightliner, San Angelo, TX) is able to fulfill both the original specifications and pricing.

Four additional trucks have been budgeted across both the Water and General Funds for the replacement of aged units. These trucks, if approved, are to be purchased using 2015 pricing.

Financial Impact:

Staff recommends approval of the purchase of four Twelve Yard Dump Trucks in an amount of $416,224, budgeted in FY17.

Other Information/Recommendation:

Staff recommends approval to purchase four Twelve Yard Dump Trucks in an amount of $416,224, budgeted in FY17, from Corley Freightliner (San Angelo, TX) utilizing RFB VM-02-15, originally approved April 7, 2015.

Attachments:

1. VM-02-15 Dump Truck Bid Tab — VM-02-15 Dump Truck Bid Tab.pdf

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Bryan Kendrick Final Approval

CITY OF SAN ANGELO

BID TABULATION * RFB NO: VM-02-15/12 Yard Dump Trucks

No.	Item	Unit	Est Qty	Lonestar Truck DBA Corley Freightliner		Summit Truck Group (1)		Summit Truck Group (2)		Warren Cat		Grande Truck Center	
				Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
1	Truck-Make and Model			2016 Freightliner M2 112		2016 Intl. 7500 SBA 6x4		2016 Intl. 7500 SBA 6x4		--		2016 Western Star 4700	
2	Delivery Lead Time	Days		90-110 days from PO		90-120 days from PO		7 months		--		90-120 days from PO	
3	Dump Truck	EA	2	$ 100,621.00	$ 201,242.00	$ 100,500.00	$ 201,000.00	$ 105,500.00	$ 211,000.00	$ 142,500.00	$ 285,000.00	$ 109,291.00	$ 218,582.00
4	Extended Warranty	EA	2	2,300.00	4,600.00	3,775.00	7,550.00	5,200.00	10,400.00		Incl	2,300.00	4,600.00
	Service Manuals	EA	1	-	Incl	-	N/A		N/A		Incl	300.00	300.00
5	Rear Hitch System	Ea	2	1,135.00	2,270.00	1,250.00	2,500.00 *	1,250.00	2,500.00 *		Incl	1,100.00	2,200.00
				Total Bid	**$ 208,112.00**		**$ 211,050.00**		**$ 223,900.00**		**$ 285,000.00**		**$ 225,682.00**
							*** Calculation variance**		*** Calculation variance**				
				Piggy Back Availibility:	No		Yes		No		No		No
				Payment Discount:	None		None		None		None		None
				MET/EXCEED SPEC:	Yes		No		Yes		No		Yes
				Variances:	None		Transmission		None		Tire Size		None

Bids Mailed To:

1 Bee Equipment — Lubbock
2 Freightliner of Austin — Austin
3 Lonestar Truck Group — San Angelo
4 Summit Truck Group — San Angelo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute all related documents between COSA and AEP Texas CitySmart Progam for Energy Incentives (R.Lewis)

Summary/History:

The City of San Angelo has participated in the AEPTexas City Smart Program since 2007. This program provides No Cost energy consulting and recommendations to reduce electric consumption, and rewards energy efficient retrofits to our buildings through Roofing, HVAC and Lighting improvements. We have received incentive funds in the amount $40,742. These monies have been reinvested back into our facilities to replace lighting and HVAC equipment in several of the buildings that were then included in later incentives rewards.

Financial Impact:

As COSA projects are completed and verified by CLEAResult and AEPTexas, incentive payments are funded from AEPTexas to COSA.

Other Information/Recommendation:

Attachments:

1.	MOU	17-228_CF_AEP Texas - North Division SCORE-CitySmart MOU 2017 FINAL.pdf
2.	Program Description	17-228_CF_AEP Texas North Division-CitySmart Overview Flyer.pdf
3.	Specifics of Current year projects and history with COSA	17-228_CF_COSA_PPS_2016_AEP_TX.pdf
4.	Detailed Spreadsheet of all COSA Projects to-date	17-228_CF_AEP_ALL PROJECTS.pdf

Presentation:

Approvals/Reviews:

Ron Lewis	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved

Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

2017 AEP Texas – North Division Memorandum of Understanding (MOU)

SCORE®/CitySmart® Program

AEP Texas-North Division is proud to offer the SCORE/CitySmart Program, aimed at improving the energy efficiency of K-12 and local government facilities located within its service territory. AEP Texas has contracted with CLEAResult to sponsor, promote, and administer the Program. City of San Angelo, (herein referred to as "Partner") recognizes that it is a willing participant of this **no cost** program designed to help reduce energy bills for its facilities, freeing up operating dollars for other needs AND improving the usability and comfort of its facilities. This Memorandum of Understanding reflects the **voluntary collaborative** between your organization and the SCORE/CitySmart Program and details the commitments of each party in order to improve energy efficiency in your facilities. *The Program agrees to provide these services at no cost to the Partner with the understanding that the Partner will exert its best efforts to complete the applicable steps below and implement cost-effective energy efficiency recommendations. Projects being submitted to the 2017 SCORE/CitySmart Program must be completed by* ***November 15, 2017*** *to allow time for post-installation inspections to occur before the end of the calendar year.*

DESCRIPTION OF COMMITMENTS

The SCORE/CitySmart Program will assist the Partner to identify cost effective energy efficiency improvements that can help to make facilities less costly to operate and more comfortable to use. To achieve potential energy savings and facility improvements, the Program and Partner have agreed to work together to complete some or all of the following tasks according to the specific needs identified for your organization:

- Identify and assess energy efficiency measures
- Develop and adhere to an Energy Master Plan that outlines administrative and financial decision-making criteria for energy efficiency improvements, installation of energy efficiency measures, and maintenance and operation procedures in order to succeed in implementing a cost-effective energy efficiency program in a timely manner
- Implement energy efficient operations and maintenance practices and procedures identified during walk-through energy assessments of specific utility(s)
- Locate funding sources to enable the Partner to complete capital projects
- Use utility incentives to buy-down the capital cost of energy efficient systems

PRINCIPLES OF AGREEMENT

Specific responsibilities of the Partner and the Program in this agreement are listed below.

- Partner will select two contact persons to work with the SCORE/CitySmart Program throughout the term of the Partnership, including a representative from both the Facilities/Energy Management Department and the Finance/Business Department.
- If the Program elects to provide energy performance benchmarking of Partner's existing facilities, then the Partner agrees to provide the needed energy usage and building information required to complete this analysis. The SCORE/CitySmart Program will then develop a benchmarking report for the Partner illustrating the energy usage for the specified facilities.
- If the Program elects to provide assistance with the development of an Energy Master Plan, Partner agrees to attend a facilitated workshop in order to help this document and process. Partner will strive to finalize any draft Energy Master Plans that are provided by the Program and will ask that senior management endorse and approve this plan.
- The SCORE/CitySmart Program will pay to Partner monetary incentives, as discussed in program materials, for eligible energy efficiency savings achieved by projects that are completed no later than November 30, 2017.
- Partner will make its best effort to complete and submit relevant Project Application Forms, including necessary supporting documentation for each project, in a timely manner. Please note that due to increased participation in the SCORE/CitySmart Program, the Project Application process is required in order to reserve financial incentives for your projects.
- Partner acknowledges that projects that receive monetary incentives in the SCORE/CitySmart Program would not have been accomplished, or would have been completed with less efficient equipment, except for the incentives and

other services provided by this Program.

- Partner will allow the Program to use Partner's name to promote participation in the Program to entities such as potential program partners, utilities, federal, state, or local entities, and the general public.
- Partner understands that local code compliance and installation safety is the responsibility of the awarded contractor and not the Program or program affiliates (i.e. AEP Texas and CLEAResult). Any inspections offered by the Program are for the sole purpose of confirming energy savings, not safety.
- Partner understands that they are responsible for contractor procurement. The Program and its affiliates (i.e. AEP Texas and CLEAResult) are vendor neutral. Any issues associated with the workmanship of an installation will be the responsibility of the awarded contractor.

ACCEPTANCE OF AGREEMENT

By endorsing below, your organization accepts this agreement with the SCORE/CitySmart Program, sponsored by AEP Texas. This agreement should be signed by your organization's superintendent, assoc. or assist. superintendent, city manager, asst. city manager, county judge, or similar and is valid for the length of the 2017 program year. For your convenience, your organization's participation in the SCORE/CitySmart Program will continue automatically from year to year once you have enrolled in the program.

Partner

Signature: _____

Printed Name: Daniel Valenzuela

Title: City Manager

Company Name: City of San Angelo

Address: 72 W. College Ave.

City, State, ZIP: San Angelo, Texas 76903

Phone: 325-657-4241

Fax: 325-657-4553

Tax ID: *Must submit W-9 with this signed form.*

ESI ID: _____

Email: daniel.valenzuela@cosatx.us

Date: _____

Attest by: Bryan Kendrick, City Clerk

CLEAResult

Signature: _____

Kutter Brandt
(kutter.brandt@clearesult.com)

AEP Texas Program Manager
CLEAResult
4301 Westbank Dr Bldg A – Ste 250
Austin, TX 78746

Fax: 866.740.7210

Date: _____

Please send completed MOU to:

CLEAResult
ATTN: AEP Texas Team
4301 Westbank Dr, Bldg A – Ste 250
Austin, TX 78746
Fax: 866.740.7210
Email: AEP-Efficiency@CLEAResult.com

The SCORE/CitySmart Program is provided by AEP Texas as part of the company's commitment to reduce energy consumption and demand. CLEAResult implements the SCORE/CitySmart Program as an independent contractor. For more information, visit www.eeprograms.net/aep or www.aepefficiency.com/texas.html.

City of San Angelo
AEP Texas CitySmart Program
2017

Approved as to Content:

_____
Ron Lewis, Facilities/Maintenance Manager

Approved as to Form:

_____
Theresa James, City Attorney

Approved as to Insurance Requirements:

_____
Charles Hagen, Risk Manager

2017 CitySmart® Program

AEP Texas North Division

The CitySmart® Program saves Texas government institutions **$58 million.***

AEP TEXAS®
A unit of American Electric Power

How can your community benefit by saving energy?

Energy is one of the largest operating expenses for an organization. AEP Texas North Division's CitySmart Program is here to help. The Program is designed to help government institutions manage rising energy costs by implementing energy efficiency improvements.

CitySmart is funded through AEP Texas and is provided at no cost to the Partner.

Based on your individual needs, the program will provide customized assistance, such as:

- **Incentives** of $0.04/kWh and $0.05/kWh for lighting, roofing, HVAC and other retrofit projects that reduce peak electric demand.
- **Energy performance benchmarking** to discover where your building is wasting energy.
- **Energy master planning workshops** to familiarize you with energy management best practices that maximize long-term savings.
- **Financing assistance** to connect you with low- and no-cost energy efficiency projects.
- **Technical assistance** to identify efficiency opportunities that are tailored to your business needs.

The benefits of increasing efficiency are endless. Call us today to get started.

Gary Throckmorton – AEP Texas North
EE/DR Coordinator
(325) 674-7341
gjthrockmorton@aep.com

Kutter Brandt - CLEAResult
Program Consultant
(512) 416-5938
kutter.brandt@clearesult.com

*Based on the lifetime energy savings of equipment installed and total incentives earned by Texas government partners. Data from multiple investor-owned utility programs as of December 2016.

CitySmart®

The process is simple.

Sign up

- Sign the Memorandum of Understanding to enroll your organization in the AEP TNC CitySmart Program.
- This authorizes CLEAResult to perform an on-site walkthrough and pay the incentive upon project completion.

Evaluate

- CLEAResult performs a pre-installation inspection to document and evaluate existing equipment.
- Only equipment that is pre-inspected prior to removal may be included in the project.

Define

- CLEAResult provides recommended projects, paybacks and preliminary incentive calculations for you to consider.
- Define the scope and timeline of the project in an incentive application.
- NOTE: There is no guarantee incentive funds are available upon project completion without a signed incentive application.

Complete

- The Partner completes the project either with an outside contractor or in-house staff.
- The Partner notifies CLEAResult upon project completion.

Inspect

- CLEAResult performs a post-installation inspection to document and evaluate the newly installed equipment.

Enjoy

- CLEAResult receives a W-9 and electric bill for the participating facility.
- AEP Texas Central issues the incentive check within four to six weeks.
- Collect your incentive and enjoy long-term savings.
- NOTE: The incentive check is a live check made to the attention of the person who signed the LOI — it is not a discount on the monthly bill.

AEP TNC incentive table

- Air compressor: **$0.05/kWh**
- Commercial kitchen: **$0.04/kWh**
- HVAC – chiller: **$0.05/kWh**
- HVAC – DX: **$0.04/kWh**
- LED lighting: **$0.05/kWh**
- Lighting: **$0.04/kWh**
- Refrigeration: **$0.05/kWh**
- Roofing: **$0.04/kWh**
- VFDs on VAV on AHU: **$0.05/kWh**

City of San Angelo

AEP Texas CitySmart Program

January 12, 2017

AEP TEXAS®
A unit of American Electric Power

CitySmart®

AEP TEXAS
A unit of American Electric Power

Partner **City of San Angelo**

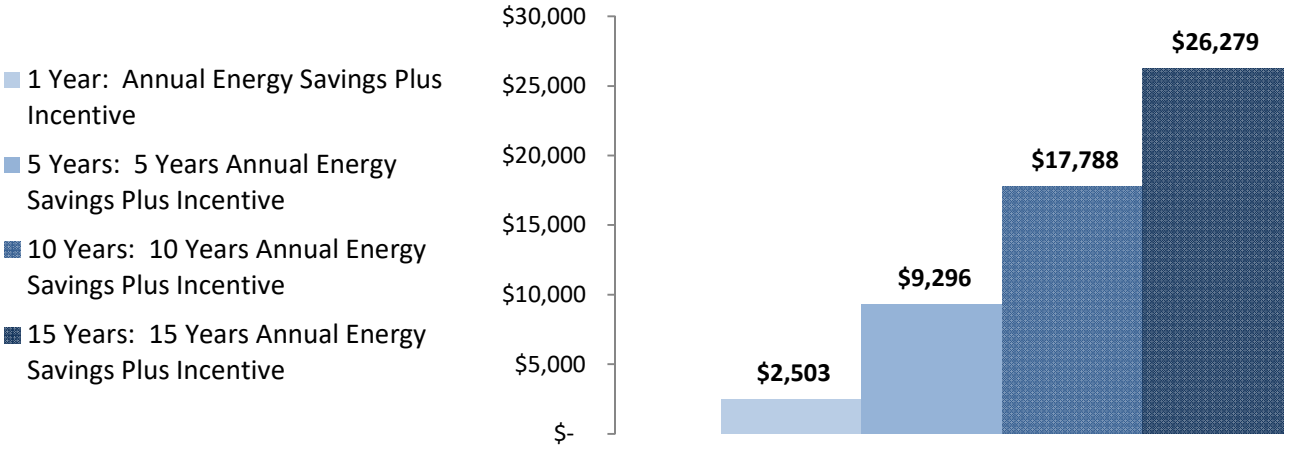
Description The following estimated energy savings and AEP Texas CitySmart Program incentives represent all projects completed in 2016. A detailed summary of each individual project can be found on the following pages.

Achieved Incentives & Energy Savings

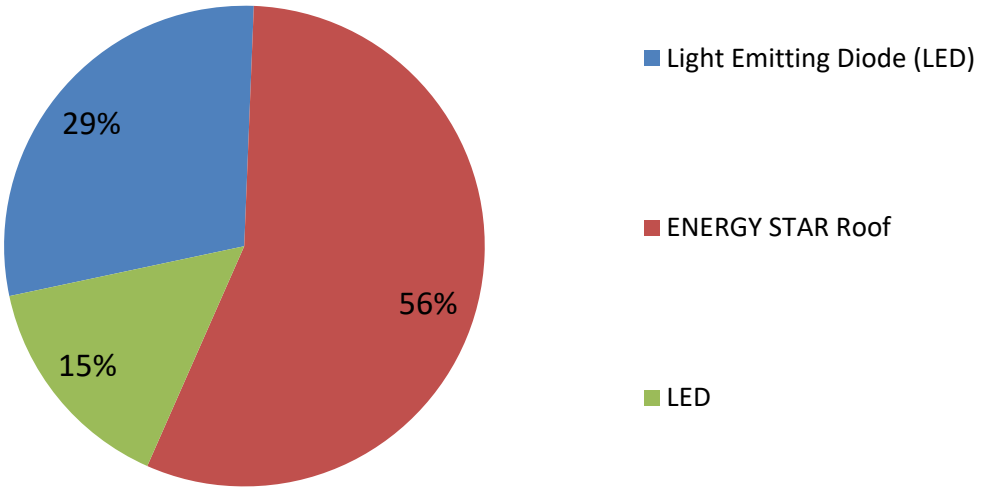
Program Incentive	$805
Annual Energy Savings	$1,698
($0.1 per kWh)	

Est. kW Savings	6
Est. kWh Savings	16,983

Projected 15-Year Energy Savings



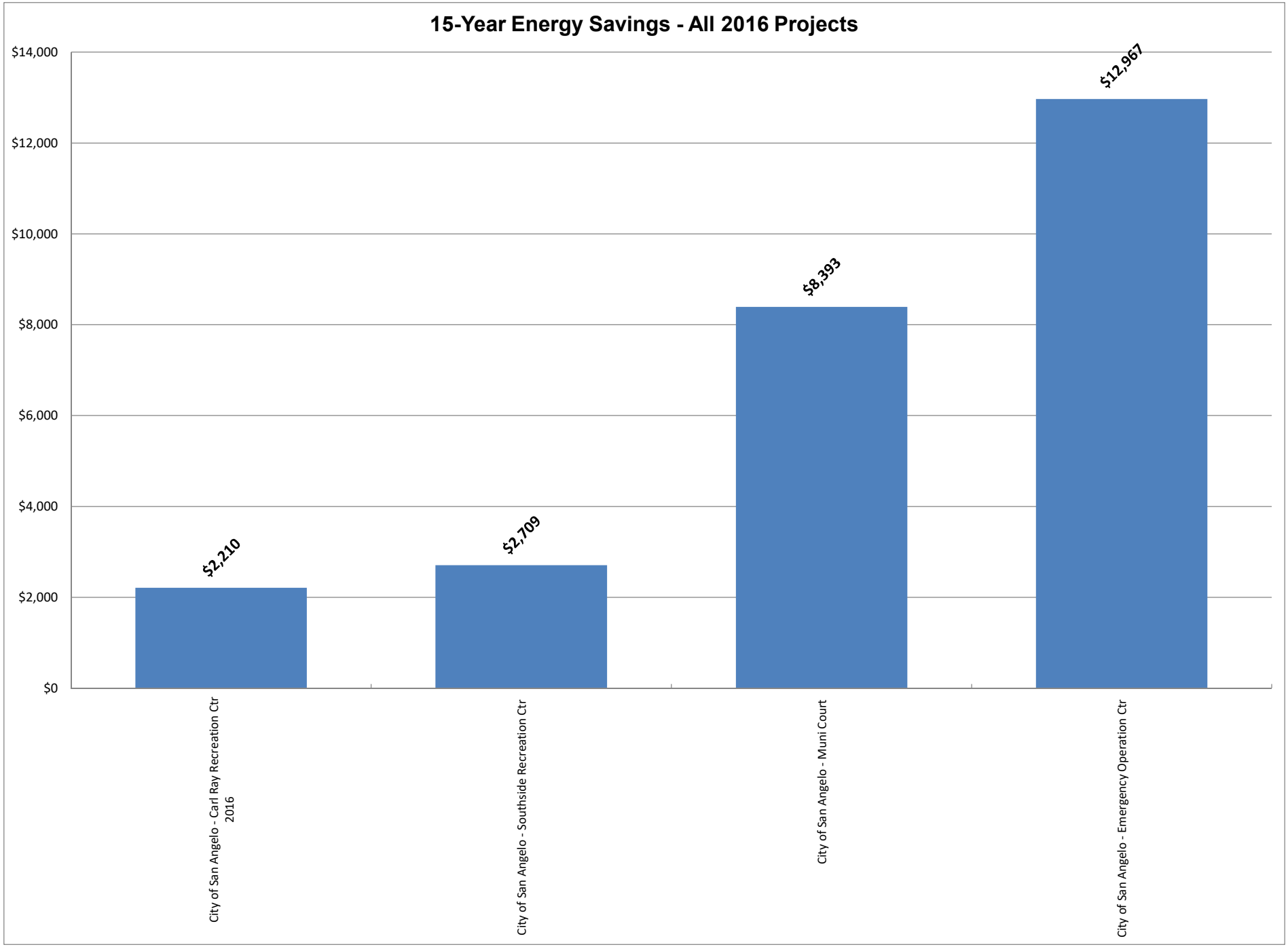
Measure Mix



Annual Carbon Impact

*Calculated through the Environmental Protection Agency

2 cars off the road, or
1,343 gallons of gasoline, or
28 barrels of oil, or
1 homes' energy use


15-Year Energy Savings - All 2016 Projects
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$0
$2,210
$2,709
$8,393
$12,967
City of San Angelo - Carl Ray Recreation Ctr 2016
City of San Angelo - Southside Recreation Ctr
City of San Angelo - Muni Court
City of San Angelo - Emergency Operation Ctr

Project Summary: 2016

AEP TEXAS
A unit of American Electric Power

Facility	Project	est. kW saved	Annual kWh saved	Incentive	Annual Energy Savings
		Sum of kW	Sum of kWh	Sum of Incentive $	Sum of Annual Energy Savings
2016 City of San Angelo - Muni Court	Retrofit	2	5,423	$258	$542
2016 City of San Angelo - Emergency Operation Ctr	Retrofit	2	8,366	$418	$837
2016 City of San Angelo - Southside Recreation Ctr	Retrofit	1	1,759	$70	$176
2016 City of San Angelo - Carl Ray Recreation Ctr	Retrofit	1	1,435	$57	$144
Grand Total		**6**	**16,983**	**$805**	**$1,698**

Project Summary: Total

AEP TEXAS
A unit of American Electric Power

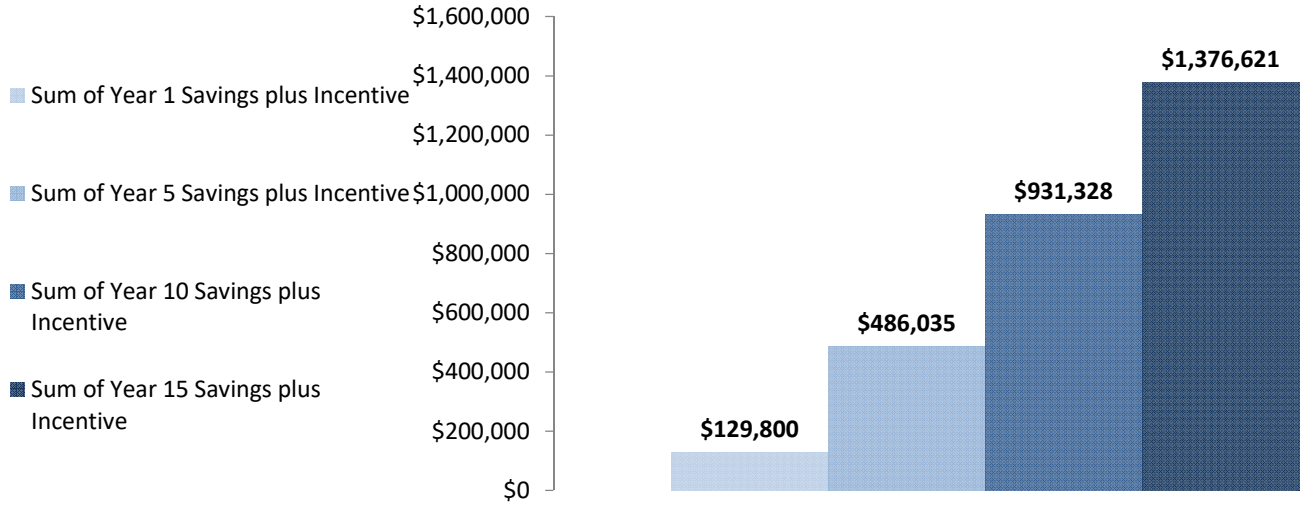
Partner **City of San Angelo**

Description The following savings and incentive figures represent all projects that have received incentives through the AEP Texas CitySmart Program.

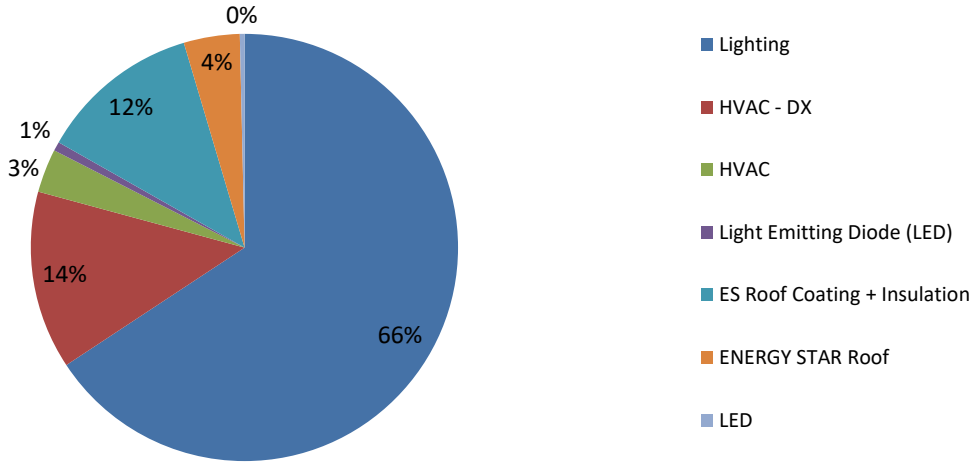
Total Achieved Incentives & Energy Savings

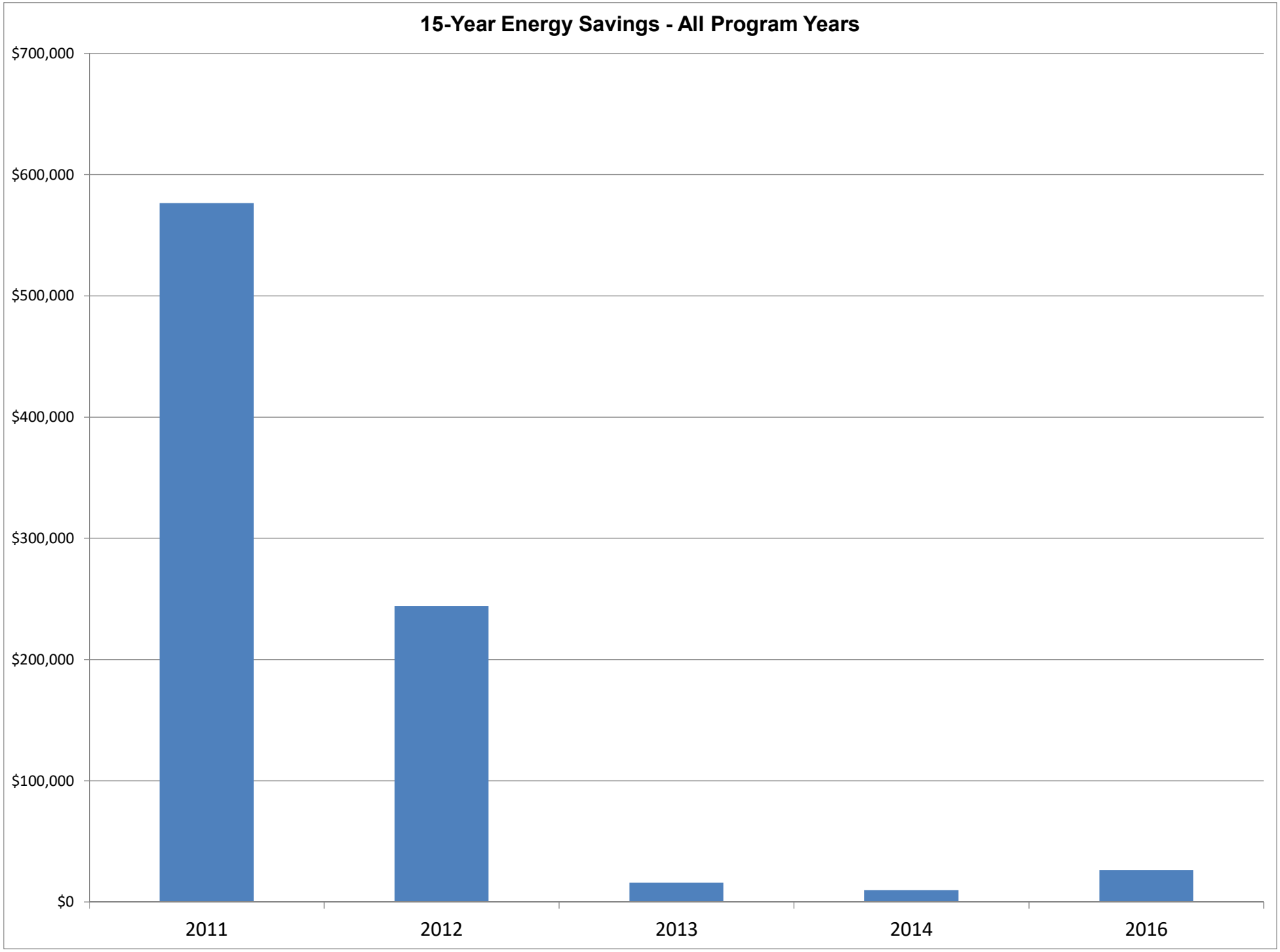
Program Year	est. kW saved	Annual kWh saved	Incentive	Annual Energy Savings
2016	6	16,983	$805	$1,698
2014	8	5,612	$1,202	$561
2013	2	10,363	$426	$1,036
2012	35	159,145	$5,298	$15,915
2011	119	372,492	$17,897	$37,249
2007	101	325,991	$15,116	$32,599
Grand Total	**272**	**890,586**	**$40,742**	**$89,059**

Projected 15-Year Energy Savings



Measure Mix




15-Year Energy Savings - All Program Years
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
2011
2012
2013
2014
2016

All Projects

AEP TEXAS
A unit of American Electric Power

Year	Facility	Project	est. kW saved	Annual kWh saved	Incentive	Annual Energy Savings
2016			**6**	**16,983**	**$805**	**$1,698**
	Light Emitting Diode (LED)					
		City of San Angelo - Em	2	8,366	$418	$837
	ENERGY STAR Roof					
		City of San Angelo - Car	1	1,435	$57	$144
		City of San Angelo - Mur	1	1,267	$51	$127
		City of San Angelo - Sou	1	1,759	$70	$176
	LED					
		City of San Angelo - Mur	1	4,156	$208	$416
2014			**8**	**5,612**	**$1,202**	**$561**
	ENERGY STAR Roof					
		City of San Angelo - Coli	8	5,612	$1,202	$561
2013			**2**	**10,363**	**$426**	**$1,036**
	Lighting					
		City of San Angelo - Mur	2	10,363	$426	$1,036
2012			**35**	**159,145**	**$5,298**	**$15,915**
	Lighting					
		City of San Angelo - Bus	2	11,568	$357	$1,157
		City of San Angelo - Car	12	54,036	$1,743	$5,404
		City of San Angelo - San	6	26,275	$876	$2,628
		City of San Angelo - Sou	5	22,137	$738	$2,214
		City of San Angelo - Stat	9	39,651	$1,284	$3,965
	HVAC - DX					
		City of San Angelo - Bus	2	5,478	$300	$548
2011			**119**	**372,492**	**$17,897**	**$37,249**
	Lighting					
		City of San Angelo - City	23	101,041	$3,378	$10,104
		City of San Angelo - Fire	5	35,738	$773	$3,574
		City of San Angelo - Fire	4	22,068	$632	$2,207
		City of San Angelo - Old	19	83,130	$2,919	$8,313
	HVAC - DX					
		City of San Angelo - City	31	101,579	$4,710	$10,158
		City of San Angelo - Fire	2	4,036	$240	$404
		City of San Angelo - Fire	2	4,050	$255	$405
	ES Roof Coating + Insulation					
		City of San Angelo - Em	5	3,119	$809	$312
		City of San Angelo - Stat	28	17,731	$4,182	$1,773
2007			**101**	**325,991**	**$15,116**	**$32,599**
	Lighting					
		City of San Angelo - Airp	11	34,841	$1,616	$3,484

All Projects

AEP TEXAS
A unit of American Electric Power

Year	Facility	Project	est. kW saved	Annual kWh saved	Incentive	Annual Energy Savings
2007	Lighting	City of San Angelo - Live	81	262,035	$12,150	$26,204
	HVAC					
		City of San Angelo - Airp	9	29,115	$1,350	$2,912
Grand Total			**272**	**890,586**	**$40,742**	**$89,059**

All Projects

AEP TEXAS
A unit of American Electric Power

Year	Facility	Project	est. kW saved	Annual kWh saved	Incentive	Annual Energy Savings
2016			6	16,983	$805	$1,698
	Light Emitting Diode (LED)					
		City of San Angelo - Emergency Operation Ctr	2	8,366	$418	$837
	ENERGY STAR Roof					
		City of San Angelo - Carl Ray Recreation Ctr	1	1,435	$57	$144
		City of San Angelo - Muni Court	1	1,267	$51	$127
		City of San Angelo - Southside Recreation Ctr	1	1,759	$70	$176
	LED					
		City of San Angelo - Muni Court	1	4,156	$208	$416
2014			8	5,612	$1,202	$561
	ENERGY STAR Roof					
		City of San Angelo - Coliseum	8	5,612	$1,202	$561
2013			2	10,363	$426	$1,036
	Lighting					
		City of San Angelo - Muni Court	2	10,363	$426	$1,036
2012			35	159,145	$5,298	$15,915
	Lighting					
		City of San Angelo - Business Resource Center	2	11,568	$357	$1,157
		City of San Angelo - Carl Ray Recreation Ctr	12	54,036	$1,743	$5,404
		City of San Angelo - Santa Fe Senior Center	6	26,275	$876	$2,628
		City of San Angelo - Southside Recreation Ctr	5	22,137	$738	$2,214
		City of San Angelo - Station 618 Senior Center	9	39,651	$1,284	$3,965
	HVAC - DX					
		City of San Angelo - Business Resource Center	2	5,478	$300	$548
2011			119	372,492	$17,897	$37,249
	Lighting					
		City of San Angelo - City Hall	23	101,041	$3,378	$10,104
		City of San Angelo - Fire Station 5	5	35,738	$773	$3,574
		City of San Angelo - Fire Station 7	4	22,068	$632	$2,207
		City of San Angelo - Old Library	19	83,130	$2,919	$8,313
	HVAC - DX					
		City of San Angelo - City Hall	31	101,579	$4,710	$10,158
		City of San Angelo - Fire Station 5	2	4,036	$240	$404
		City of San Angelo - Fire Station 7	2	4,050	$255	$405
	ES Roof Coating + Insulation					
		City of San Angelo - Emergency Operation Ctr	5	3,119	$809	$312
		City of San Angelo - State Office Comp	28	17,731	$4,182	$1,773
2007			101	325,991	$15,116	$32,599
2007	Lighting					
		City of San Angelo - Airport Terminal	11	34,841	$1,616	$3,484
		City of San Angelo - Livestock Bldg	81	262,035	$12,150	$26,204
	HVAC					
		City of San Angelo - Airport Terminal	9	29,115	$1,350	$2,912
Grand Total			272	890,586	$40,742	$89,059

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Consider authorizing the City Manager to negotiate a 5-1/2 year agreement in the amount of $136,608.56 and execute all related documents between COSA and ThyssenKrupp Elevators through TCPN contract #R150801 for maintenance of elevators and escalators in several COSA facilities (R.Lewis)

Summary/History:

Facilities Maintenance staff has been working with ThyssenKrupp Elevator representatives to come to an agreement on annual pricing for maintenance for elevators in several facilities (Police Department Administrative Bldg., City Hall, Community Development Bldg., McNease Convention Center, Station 618 Senior Center, and the Santa Fe Depot) We started with the vendor provided contract on the Texas Cooperative Purchasing Network (TCPN) website. COSA is a member of the TCPN and benefits from utilizing this resource. It saves money by not requiring our staff to develop a detailed set of specifications for the many different (brand, type and age) elevators and escalators that we have. Additionally, ThyssenKrupp's technical expertise and trained maintenance staff are well qualified to provide the needed service required to keep our elevators functioning and safe. Annual Elevator Inspections are required by the Texas Department of Licensing and Regulation (TDLR) and strictly adhered to by COSA staff.

Financial Impact:

COSA Facilities Maintenance staff negotiates the contract for elevator maintenance and service. Individual departments are responsible for funding their portion through the annual budgeting process. Total contract amount for the initial 5-1/2 year period is $136,608.56. This amount provides for a 3% annual increase. The next 5 year period will also include a 3% annual increase.

Other Information/Recommendation:

The initial term of the contract is for a five and one half (5-1/2) year period with an option to automatically renew for one additional five (5) year period.

Attachments:

1. ThyssenKrupp Elevator Agreement 2017 17-144A_THYSSENKRUPP_NEW AGREEMENT.pdf

Presentation:

Approvals/Reviews:

Ron Lewis	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved

Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

TCPN Maintenance Agreement – Contract #R150801

for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this _1st_day of _January_, 2017 by and between _City of San Angelo_, having an address of _72 West College, San Angelo, TX _(hereinafter referred to as "Purchaser"), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual Location Rider (as specified at the time of ordering by the Purchaser). An Location Rider shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and

systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser requires a time and material estimate prior to commencement of the work. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. **EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed NFA Location Riders:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary

remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the NFA Location Rider. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the NFA Location Rider. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the

terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. **COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. **TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period beginning on April 1, 2017 through September 30, 2022 and shall automatically be renewed for 1 successive five (5) year period thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial period, or ninety (90) days before the end of any subsequent five (5) year renewal period. At the Time is of the essence.

Parties may agree in writing to extend the agreement beyond the second five (5) year term. Purchaser reserves the right to negotiate the term, pricing, and conditions of this agreement for any period beyond the second five (5) year term and to solicit bids/quotes through either an open bidding process or through a cooperative purchasing network.

The term (length of contract) of maintenance agreements signed under the TCPN Contract may exceed the term of the TCPN Agreement. The terms and conditions of the TCPN Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the TCPN members request provided they are in accordance with local laws and regulations.

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

13. **PRICING:**

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid through the initial term of this Agreement, commencing on the effective date of each respective Location(s) Agreement..

It is agreeable to both Service Provider and Purchaser that a three percent (3%) discount will be applied to the net price of each Location Rider (elevators and/or escalators) and any Location Riders added to this agreement.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement, or should any Location Agreement be added to this Agreement, the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed NFA Location Rider, it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation	Statutory Limits
Employer's Liability	$1,000,000 each accident $1,000,000 policy limit-disease $1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	$2,000,000 each occurrence – BI & PD $2,000,000 general aggregate $2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. **PURCHASER RESPONSIBLITIES:**

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in

or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any Location Rider if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider and Purchaser have the right (but not the obligation) to terminate this Agreement or any Location Rider with 30 day's prior written notice in case of the Purchaser's or Service Provider's failure to comply with any terms of this Agreements or any Location Rider. Termination of an Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such

right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser, use subcontractors for the performance of any Services purchased by the Purchaser under a Location Rider. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under a NFA Location Rider or this Agreement. When servicing each Location Rider, all technicians dispatched by the Service Provider are to notify the Facility Managers upon their arrival and departure.

19. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

20. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

21. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 **NOTICES:**

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE
ThyssenKrupp Elevator Corporation
114 Town Park Drive NW, Suite 300
Kennesaw, GA 30144
Attn: International Account Contract Administrator
Fax: 866-523-1980

This Agreement has been prepared in duplicate, of which each party has received a copy.
CPN#: R150801-TX-12467

ACCEPTED:

PURCHASING COMPANY NAME	**THYSSENKRUPP ELEVATOR CORP.**
BY: _____ Signature of Authorized Individual	BY: _____ Zach Rogers
TITLE: _____	TITLE: Account Manager
DATE: _____	DATE: _____
	THYSSENKRUPP CORP.APPROVAL:
	BY: _____ Jeff Jaudes

TITLE: National Accounts Manager

DATE: _____

Exhibit "A"
Property list/Location
Contract Type and Price

Exhibit A - Equipment and Payment Schedule

							Year 0 FY 16/17 Apr 1- Sep 30			Year 1 FY 17/18 Oct 1-Sep 30	Year 2 FY 18/19 Oct 1-Sep 30	Year 3 FY 19/20 Oct 1-Sep 30	Year 4 FY 20/21 Oct 1-Sep 30	Year5 FY 21/22 Oct 1-Sep 30	
		Elevator Type	Unit No.	Elevator Type	Manufacture	Monthly Rate	Mos		Mos	Annual	Annual	Annual	Annual	Annual	5 1/2 Year Total
City Hall		Geared/Rope	BAU098	Traction/ Rope	ThyssenKrupp	$425.84	6	$2,555.04	12	$5,110.08	$5,263.38	$5,421.28	$5,583.92	$5,751.44	
72 W. College Ave					TAC50										
Community Devel		Hydraulic	EAR533	Hydrolic	ThyssenKrupp	$277.00	6	$1,662.00	12	$3,324.00	$3,423.72	$3,526.43	$3,632.22	$3,741.19	
52 W. College Ave.					TAC32										
Station 618		Hydraulic	EN3967	Hydrolic	ThyssenKrupp	$277.00	6	$1,662.00	12	$3,324.00	$3,423.72	$3,526.43	$3,632.22	$3,741.19	
618 S. Chadbourne					TAC20										
Santa Fe Train Depot		Hydraulic	EG5011	Hydrolic	Dover	$277.00	6	$1,662.00	12	$3,324.00	$3,423.72	$3,526.43	$3,632.22	$3,741.19	
703 S. Chadbourne					DMC										
McNease Conv Ctr		Hydraulic	D90780	Hydrolic	ThyssenKrupp	$277.00	6	$1,662.00	12	$3,324.00	$3,423.72	$3,526.43	$3,632.22	$3,741.19	
501 Rio Concho Ave.					TAC20										
Police Department		Geared/Rope	341129	Traction/ Rope	OTIS	$425.84	6	$2,555.04	12	$5,110.08	$5,263.38	$5,421.28	$5,583.92	$5,751.44	
401 E. Beauregard					11UCL										
								$11,758.08		**$23,516.16**	**$24,221.64**	**$24,948.29**	**$25,696.74**	**$26,467.65**	**$136,608.56**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute all related documents for an amendment to the current agreement between COSA and Ener-tel in the amount of $783.40 for installation of additional control equipment needed for proper operation of the HVAC systems for the Foster Communications Coliseum and Spur Arena (R.Lewis)

Summary/History:

Original Proposal was $49,950 and below the required amount for City Council Approval. However, during the project some of the equipment needed additional control interfaces. The costs of $783.40 added to the total project amount now requires City Council Approval.

Financial Impact:

This project is funded from Civic Events Fund Balance as approved by City Council on September 6, 2016. San Angelo Stock Show and Rodeo Association contributed $25,000 for shared equipment controls and controlling the air handlers in the Spur Arena.

Other Information/Recommendation:

Attachments:

1.	Original Proposal	Proposal COSA - DDC.pdf
2.	Additional Equipment	Additional equipment .sheet.pdf

Presentation:

Approvals/Reviews:

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

PROPOSAL

September 27, 2016

Kyle Henry
City of San Angelo
72. W College
San Angelo, TX 76903

Mr. Henry,

Thank you for considering Ener-Tel Services as your systems integrator for building technology. We propose to remove the existing Alerton Control System in the Foster Communications Convention Center and The Spur Arena and provide a point for point replacement with an Andover Control System.

The proposed control replacement will reuse all existing control wiring and control peripheral devices, with the exception of space temperature sensors. We will also install a new Continuum Workstation in the Coliseum for local control and the owner can purchase another workstation for VPN access. Listed below is the items included.

- Andover Controls and Temp Sensors for (2) Cold Deck AHUs
- Andover Controls and Temp Sensors for (2) FCUs on Deck
- Andover Controls and Temp Sensors for (1) FCUs on Below Deck
- Points from KW Meter
- Andover Controls for (1) Boiler
- Andover Controls for Chilled Water System
- (4) Exhaust Fan Start/Stop and Status
- Andover Controls for (11) FCUs in Spur
- (1) Andover BACnet Master Controller
- (1) Continuum Workstation
- Project Management, Programming, and Engineering Labor

The price for this proposal is Forty-nine thousand nine hundred fifty and 00/100 dollars, ($49,950.00); which excludes sales tax.

This proposal excludes bonds, painting, patching, 120 VAC, or conduit.

Thanks again for considering us and please contact me with any questions.

Sincerely,

Zane Crouch

Quote

From:	**Ener-Tel Services Inc.**	**Date**	09-Feb-17
	4512 Adobe Dr.		
	San Angelo, TX 76903	Terms	Net 30
	United States of America	Our Job No.	
	Telephone : (325) 658 - 8375		
	Facsimile : (325) 653 - 2936		
To:	Kyle Henry	**Page 1 of 1**	
	COSA		
	Control Parts Sale to add HVAC Units in Coliseum		

Qty.	Description	Price Each	Total Price
2	Andover i2867 Controller List $789.00 BB Discount 64%	$284.04	$568.08
2	ETP500 List $27.00 BB Discount 64%	$17.28	$34.56
4	ETD500-12 List $38.00 BB Discount 64%	$13.68	$54.72
200	feet 18/2	$36.00	$36.00
200	feet 18/6	$52.00	$52.00
Shipping		$38.04	$38.04
Labor		$0.00	$0.00
	Buy Board 493-15		
	This estimate does not include any applicable sales tax.		
	This estimate is good for 60 days.	Total U.S. Dollars	$783.40

AGENDA INFORMATION SHEET
ITEM NO. _____

INTERVENTION IN THE RAILROAD COMMISSION OF TEXAS PROCEEDING RELATED TO THE STATEMENT OF INTENT FILED BY ATMOS PIPELINE TEXAS ON OR ABOUT JANUARY 6, 2017 IN GAS UTILITY DOCKET NO. 10580

BACKGROUND

On or about January 6, 2017, Atmos Pipeline Texas ("APT" or "Atmos") submitted a Statement of Intent with the Railroad Commission of Texas to raise "Rate CGS" ("city gate service") and Rate PT ("pipeline transportation"). This request represents an increase in revenue of approximately $72.9 million or a 17.38% increase over current revenues.

The proposed increase directly affects the following firm transportation customers: Atmos Energy Corp., Mid-Tex Division; Co-Serv Gas Ltd.; the City of Rising Star; the City of Navasota; Corix Utilities, Inc.; Terra Gas Supply; Terra Gas Service, Co.; and WTG Marketing, Inc. In addition, there are 70 interruptible customers who take service under "Rate PT – Pipeline Transportation" and that will be affected by this rate increase request.

It is expected that Atmos MidTex (the distribution gas-utility company) will pass along to its customers, APT's proposed increase in rates. Thus, the rates that the City's citizens and businesses, and the City as a consumer of gas-utility services pay Atmos Texas MidTex (the distribution gas-utility company), will likely be affected by APT's proposed rate increase.

On a rate schedule basis, the impact is as follows:

Capacity Charges

Rate Schedule	Current Capacity Charge per MMBtu of MDQ	Proposed Capacity Charge per MMBtu of MDQ	Difference	Percentage Increase
Rate CGS ("City Gate Service") – MidTex	$9.1275	$11.24146	$2.11396	23%
Rate CGS – Other	$9.1275	$11.24146	$2.11396	23%
Rate PT ("Pipeline Transportation")	$4.8331	$7.70001	$2.86691	59%

The customer charge in a customer's bill is the "Maximum Daily Quantity" ("MDQ"), multiplied by the capacity charges shown in the table above.

Usage Charge

Rate Schedule	Current Usage Charge per MMBtu	Proposed Usage Charge per MMBtu	Difference	Percentage Increase
Rate CGS – Mid-Tex	$0.0276	$0.02785	$0.00025	1%
Rate CGS – Other	$0.0276	$0.02785	$0.00025	1%
Rate PT	$0.0163	$0.01325	($0.00305)	-19%

APT seeks a Return on Equity (ROE) of 13.5% and a capital structure weighted toward equity – 59.83% Equity and 40.17% Debt. More recently the ROE the Railroad Commission has approved have been materially lower than APT is requesting.

APT also seeks to revise its depreciation rates for its capital assets.

REPRESENTATION

The law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) has previously represented the Atmos Texas Municipalities ("ATM") in rate matters involving APT as well as other Texas cities in rate case matters. Thus, the law firm of Herrera & Boyle, PLLC has substantial experience in rate case matters generally and specifically in dealings with APT and the Railroad Commission of Texas ("Commission").

INTERVENTION AT THE RAILROAD COMMISSION OF TEXAS AND COURT PROCEEDINGS, IF ANY

Atmos Pipeline Texas filed its Statement of Intent to raise rates with the Railroad Commission of Texas. It is important to participate in the Commission's proceedings related to APT's rate application because its final decision will impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Railroad Commission including any related commission and court proceedings.

RATE CASE EXPENSES

Cities, by statute, are entitled to reimbursement of their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to a member ATM city that will be forwarded to APT for reimbursement.

ACTION: INTERVENTION IN THE RAILROAD COMMISSION PROCEEDING PERTAINING TO APT'S RATE CASE

Unlike proceedings brought by gas distribution utilities to increase rates, Texas municipalities do not have jurisdiction over the rates of gas pipeline companies. Under Texas law, the Railroad Commission of Texas has exclusive original jurisdiction over the rates of gas pipeline companies. Therefore, the City's opportunity to evaluate and affect APT's proposed rate increase is to intervene as a party in the pending APT rate proceeding at the Railroad Commission of Texas.

RECOMMENDATION

It is recommended that the City authorize intervening in APT's pending rate proceeding at the Railroad Commission as part of the coalition of similarly-situated municipalities known as the Atmos Texas Municipalities (ATM).

It is also recommended that the City retain the law firm of Herrera & Boyle, PLLC to represent the City's interest in matters related to APT's rate proceeding at the Railroad Commission, including any appeals, and to advise the City with regard to APT's application.

To ensure full participation in the proceedings at the Railroad Commission, it is recommended that the City take action authorizing intervention at its earliest opportunity in order to maximize the benefits of participation as a party in the proceedings at the Railroad Commission.

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF THE CITY OF SAN ANGELO, TEXAS, CITY COUNCIL AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES IN CONNECTION WITH THE STATEMENT OF INTENT TO CHANGE RATE CGS (CITY GAS SERVICE) AND RATE PT (PIPELINE TRANSPORTATION) OF ATMOS PIPELINE—TEXAS FILED ON OR ABOUT JANUARY 6, 2017; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, Atmos Pipeline—Texas ("APT") filed a Statement of Intent with the Railroad Commission of Texas on or about January 6, 2017 to increase Rate CGS (City Gas Service) and Rate PT (Pipeline Transportation); and

WHEREAS, APT plans to increase its revenue requirement by approximately $72.9 million, representing an increase of approximately 17.38%; and

WHEREAS, the impact on customers, on a rate-schedule basis, is as follows:

Capacity Charges

Rate Schedule	Current Capacity Charge per MMBtu of MDQ	Proposed Capacity Charge per MMBtu of MDQ	Difference	Percentage Increase
Rate CGS ("City Gate Service") – MidTex	$9.1275	$11.24146	$2.11396	23%
Rate CGS – Other	$9.1275	$11.24146	$2.11396	23%
Rate PT ("Pipeline Transportation")	$4.8331	$7.70001	$2.86691	59%

The customer charge in a customer's bill is the "Maximum Daily Quantity" ("MDQ"), multiplied by the capacity charges shown in the table above.

Usage Charge

Rate Schedule	Current Usage Charge per MMBtu	Proposed Usage Charge per MMBtu	Difference	Percentage Increase
Rate CGS – Mid-Tex	$0.0276	$0.02785	$0.00025	1%
Rate CGS – Other	$0.0276	$0.02785	$0.00025	1%
Rate PT	$0.0163	$0.01325	($0.00305)	-19%

WHEREAS, APT seeks a Return on Equity (ROE) of 13.5%; a capital structure weighted toward equity – 59.83% Equity and 40.17% Debt; and

WHEREAS, APT's rate request consists of a voluminous amount of information including APT's rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating APT's rate request and its changes in tariffs it is prudent to coordinate the City's efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by APT to change rates, has in the past joined with other local regulatory authorities to form the Atmos Texas Municipalities ("ATM") and hereby continues its participation in ATM; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of APT's application to increase rates; and

WHEREAS, APT filed a statement of intent to increase rates with the Railroad Commission of Texas, and therefore the decision of the Railroad Commission of Texas will have an impact on the rates paid by the City and its citizens who are customers of

APT, and in order for the City's participation to be meaningful, it is important that the City promptly intervene in such proceedings at the Railroad Commission of Texas.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The City authorizes intervention in proceedings related to APT's Statement of Intent before the Railroad Commission of Texas and related proceedings, including in courts of law, as part of the coalition of cities known as the Atmos Texas Municipalities ("ATM").

Section 3. The City hereby orders APT to reimburse the City's rate case expenses as provided in the Gas Utility Regulatory Act and that APT shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or to related proceedings involving APT before the Railroad Commission of Texas or any court of law.

Section 4. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera & Boyle, PLLC to act as Special Counsel with regard to rate proceedings involving APT before the Railroad Commission of Texas or any court of law and to retain such experts as may be reasonably necessary for review of APT's rate application subject to approval by the City.

Section 5. The City, or its designee member city in the Atmos Texas Municipalities, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to APT for reimbursement.

Section 6. A copy of this resolution shall be sent to APT, care of Mr. Charles R. Yarbrough, II, 5420 LBJ Freeway, Suite 1557, Dallas, Texas, 75240; and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

Section 7. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this 21st day of February, 2017.

ATTEST: _____ _____

Bryan Kendrick, City Clerk Dwain Morrison, Mayor

Approved As to Form:

_____

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Consider a resolution approving non-monetary in-kind support for the San Angelo Lions Charities Balloonfest (C.White)

Summary/History:

The Lions Charities (combined local Lions Clubs) is hosting a new event, Balloonfest, June 9-11, 2017. The event will be on SAISD property on the Glenn Middle School grounds (large open area west of the school buildings).

The Lions have asked for the use of some City materials to support the event. If approved, their plan is for the Lions to pick up the materials and return them from City locations.
Here is the list of items they've requested:
50 Tables and 340 chairs – provided by Fort Concho,
6 trash barrels - provided by Parks,
12 traffic barrels – provided by Operations, and
50 tall traffic cones – provided by Water Utilities.

Staff recommends approval.

Financial Impact:

There is no financial impact to the City for approving this item. The Lions will reimburse the City should any of the materials be lost or damaged.

Other Information/Recommendation:

Attachments:

1. Balloonfest flyer 2017 — Balloonfest flyer 2017.jpg.pdf
2. Resolution for Balloonfest 2017 — 17-285 Resolution In kind support of Lions Balloonfest 2017.doc

Presentation:

Approvals/Reviews:

Carl White	Created/Initiated
Carl White	Approved
Theresa James	Approved

Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

SAN ANGELO LIONS BALLOONFEST

HOT-AIR BALLOONS

June 9-11, 2017

Presented by:

ALL AMERICAN
CHRYSLER JEEP DODGE RAM
OF SAN ANGELO

Platinum sponsors:

- Pearl On The Concho
- Foster Communication
- Bes-Tex Supply
- Schneider Distributing
- KIDY

FREE TO THE PUBLIC

LOCATION: JOHN GLENN JR. HIGH
FOOTBALL FIELD @ JOHNSON & UNIVERSITY

Planned Events & Activities

- Balloon Races (Friday & Saturday)
- Balloon Glow (Friday & Saturday Evening)
- Tethered Balloon Rides
- Lions Pancake Breakfast (Sat am)
- Car, Truck, Bike Show (Sat am)
- 1k/5k Fun Run (Fri 6:30pm)
- Kids Zone
- Food & Other Vendors
- Eyeglass Recyclable
- Children's Eye Screening

REGISTRATION $25 FOR 5K OR CAR SHOW

Balloon Ride Raffle Tickets (1 for $5.00 / 5 for $20.00)

No Outside Food & Beverages Allowed

For more information contact Lions:

☒ Rosalind Payne (325) 374-9775
☒ Monette Molinar (325) 656-8166
☒ Kim Floyd (325) 280-0461
☒ Keith Perrine (325) 656-3252

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL APPROVING IN-KIND SUPPORT FOR THE SAN ANGLEO LIONS CHARITIES 2017 BALLOONFEST

WHEREAS, The Lions Charities is hosting a Balloonfest on SAISD Glenn Middle School property on June 9 through 11; and

WHEREAS, this event is a new event and will provide a new recreational opportunity for the citizens of San Angelo; and

WHEREAS, the Lions Charities have asked for the use of some City materials to support the event; and

WHEREAS, the Texas Constitution requires that before a City can make a donation of funds or services to a private entity there must be a finding by City Council that such a donation constitutes a valid public purpose.

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

Part 1: That the City of San Angelo finds a valid public purpose in assisting the Lions Charities in their Balloonfest event through the donation of the following materials: 50 Tables and 340 chair provided by Fort Concho; 6 trash barrels provided by Parks; 12 traffic barrels provided by Operations; and 50 tall traffic cones provided by Water Utilities.

Part 2: That the Lions Charities shall provide a report to the City Parks and Recreation department at the conclusion of the event documenting the success of the event.

PASSED and APPROVED THIS 21st DAY OF FEBRUARY, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Dwain Morrison, Mayor

_____
BRYAN KENDRICK, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Second reading 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. (J. 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. On February 7, 2017, City Council voted unanimously to APPROVE, on First Reading, the proposed Comprehensive Plan Amendment, as presented by Staff.

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.

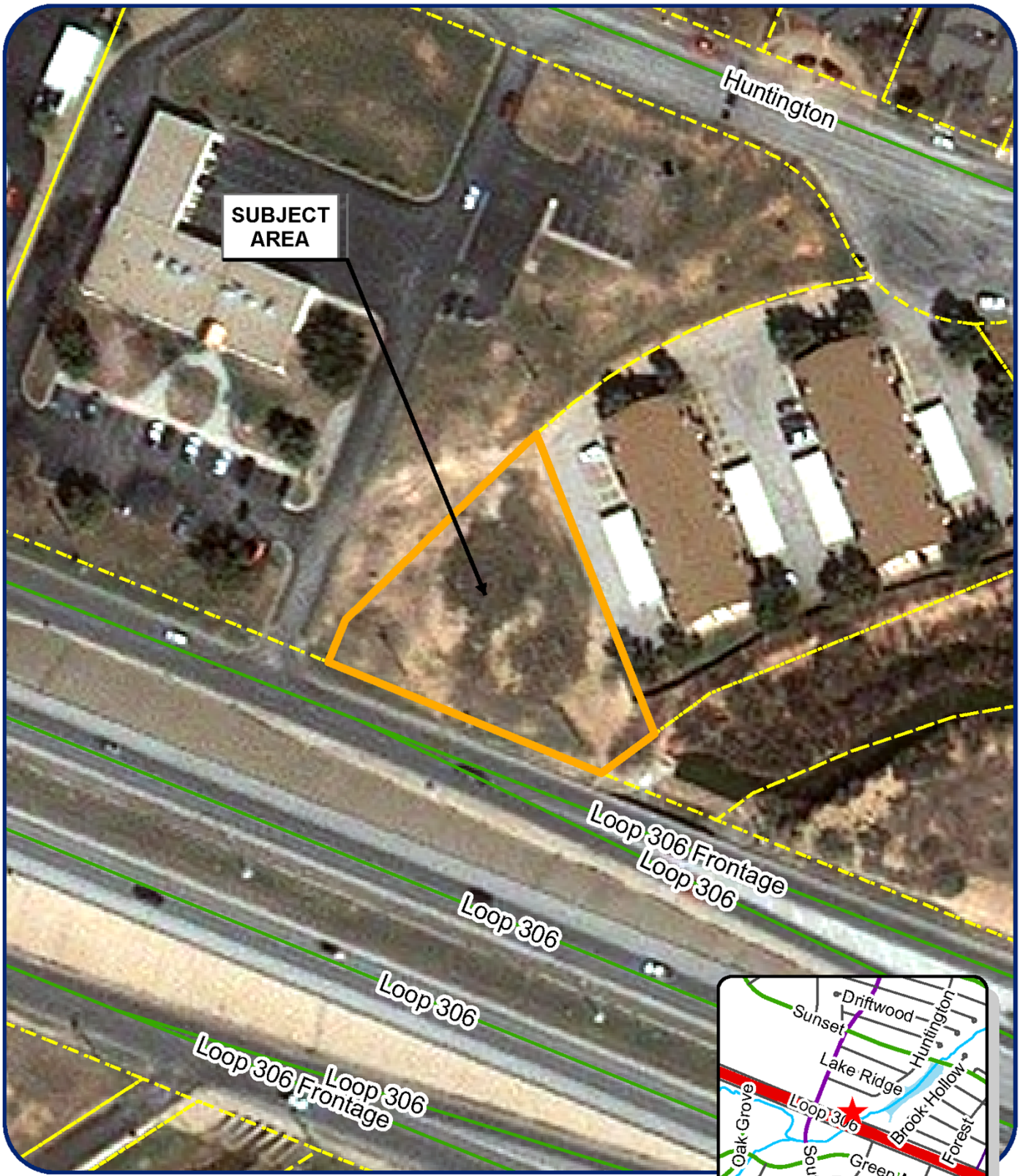
Barring further input from City Staff, Vice Chairperson Jackson opened the public hearing. Mr. Russell Gully, SKG Engineering, the Petitioner's authorized representative, approached the podium, identified himself, and made himself available to the Commission for questions. Barring any further public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

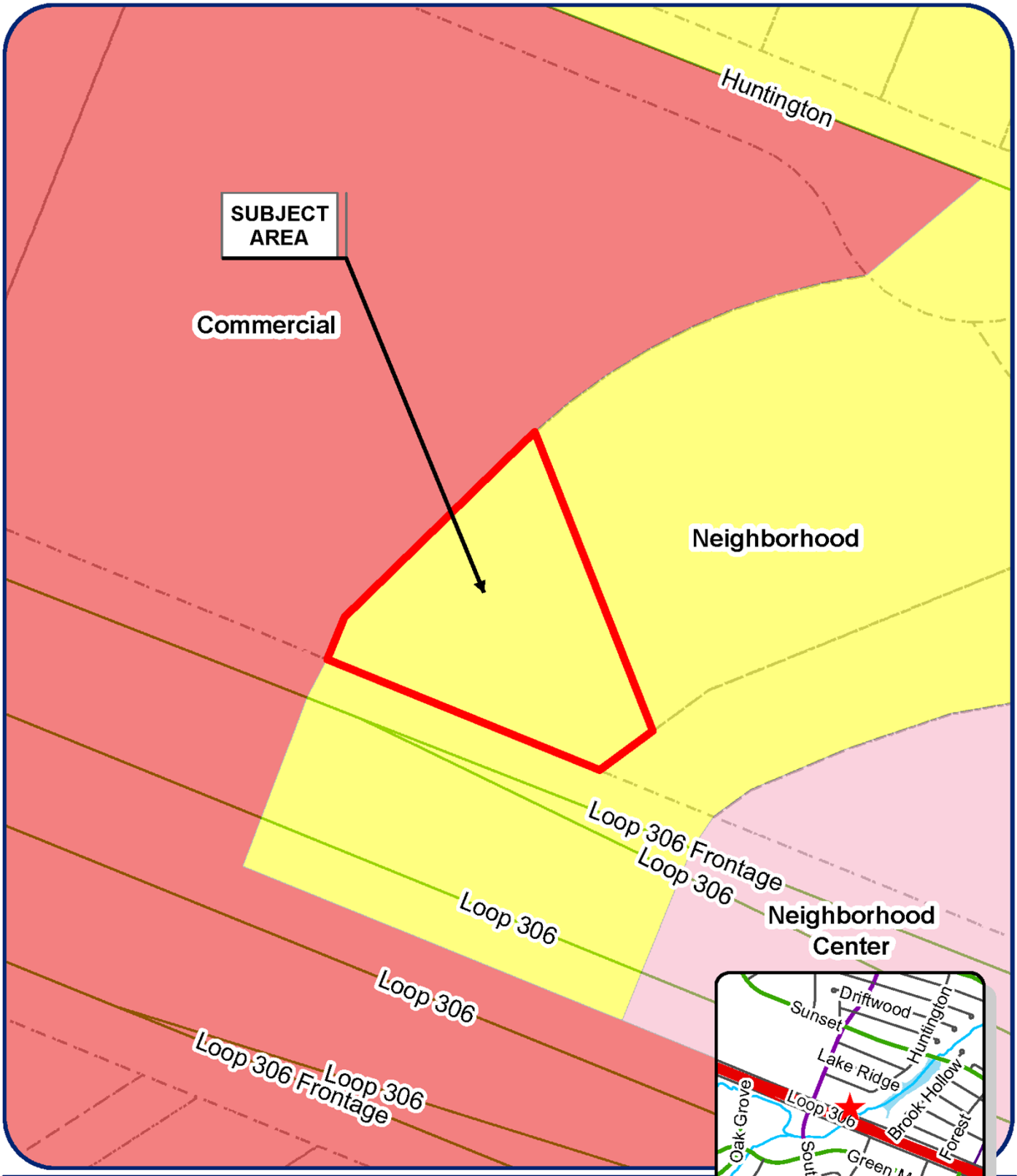
Cases VP16_03 / PD16_08, Holveck

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)

N



Multiple Development Case File

Cases VP16_03 / PD16_08, Holveck

Council District: Charlotte Farmer
Neighborhood: Sunset
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Legal Descr:

Legend

Subject Properties:
Current Zoning: CO
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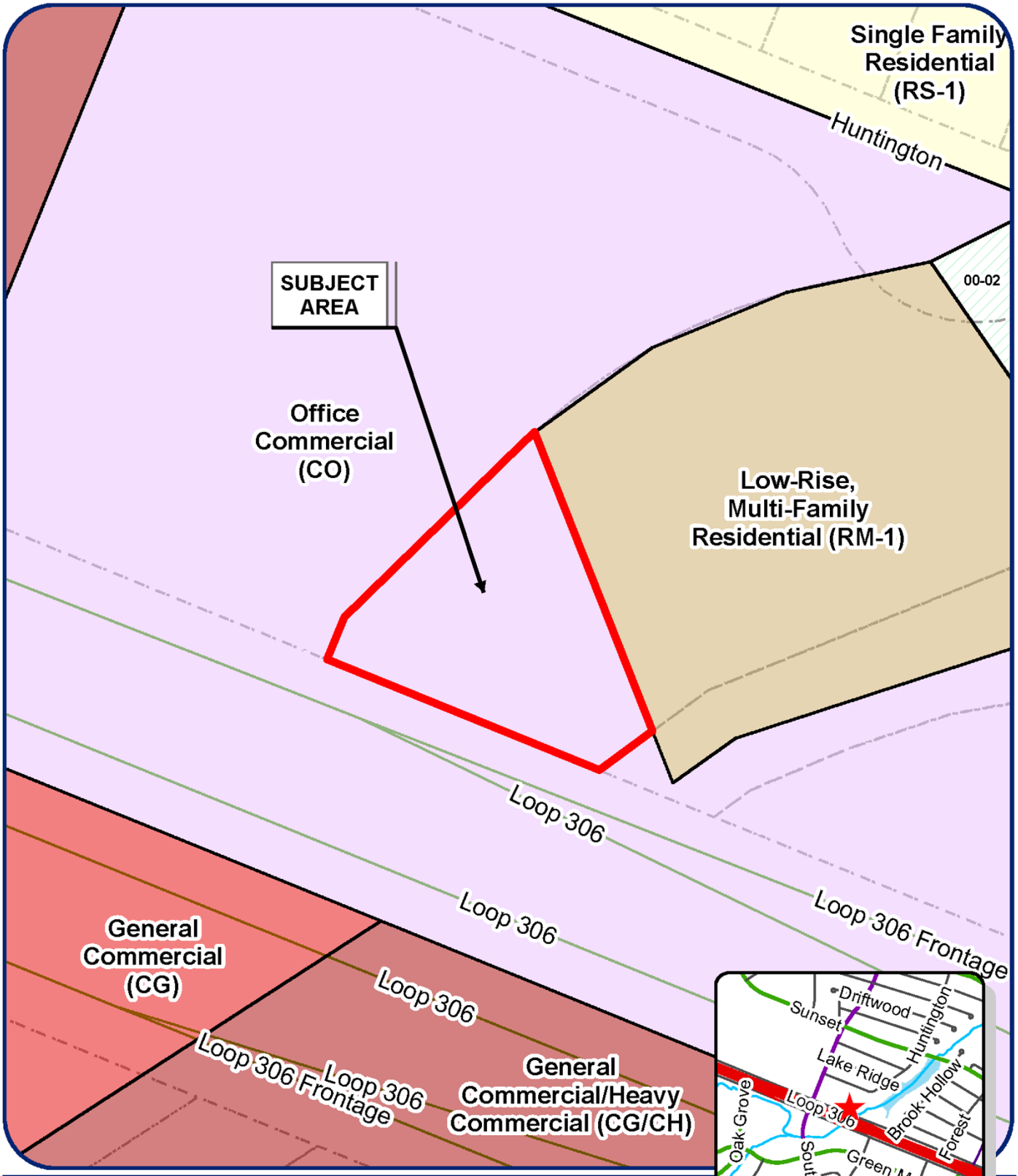
Vision: Neighborhood (Chg to Commercial)

N



Multiple Development Case File

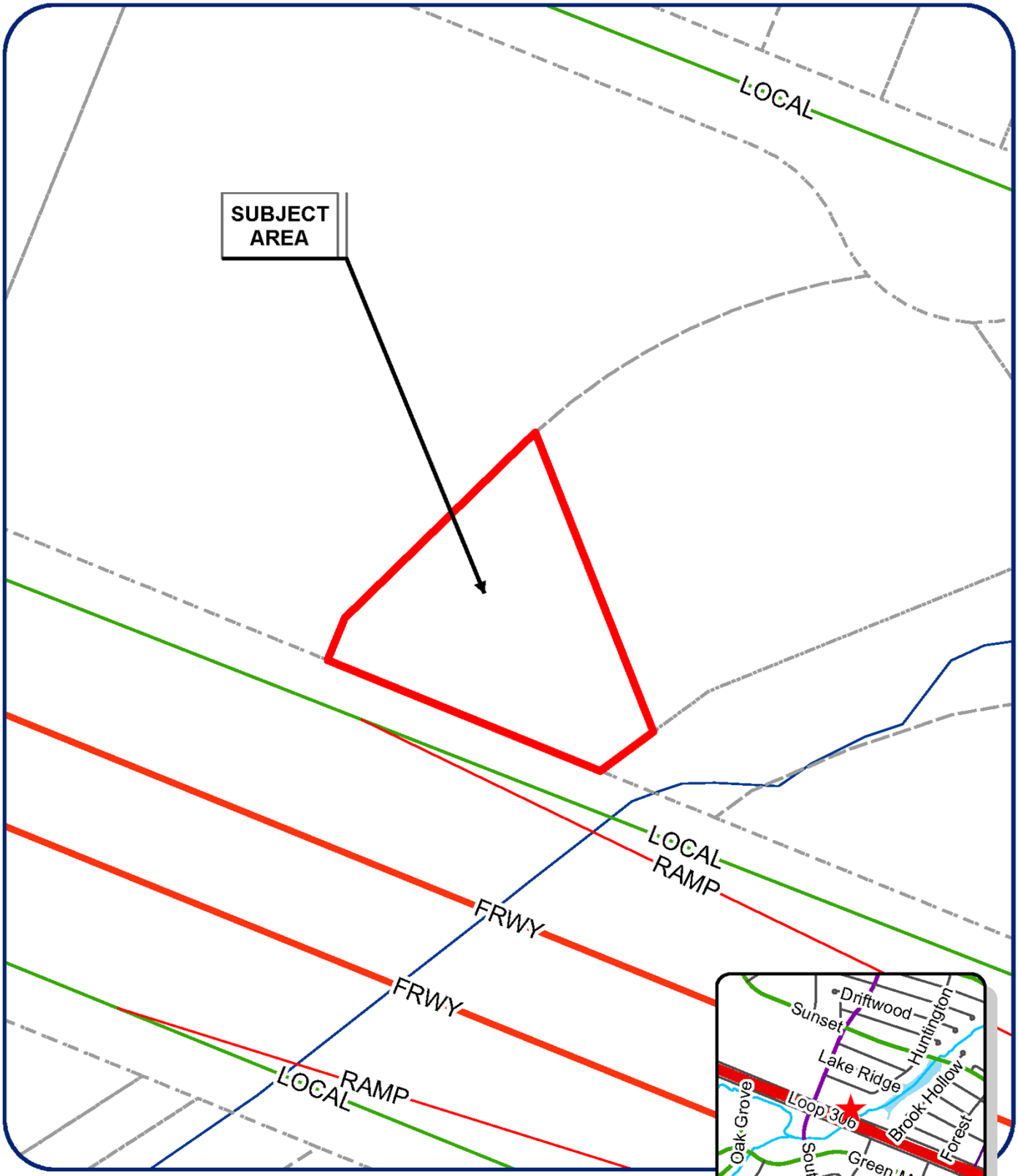
Cases VP16_03 / PD16_08, Holveck

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)

N



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:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Second reading 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. (J. 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. On February 7, 2017, City Council voted unanimously to APPROVE, on First Reading, the proposed Rezoning, as presented by Staff.

Attachments:

1.	Staff Report	PD16-08_Staff Report_Council.docx
2.	Draft Ordinance	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.

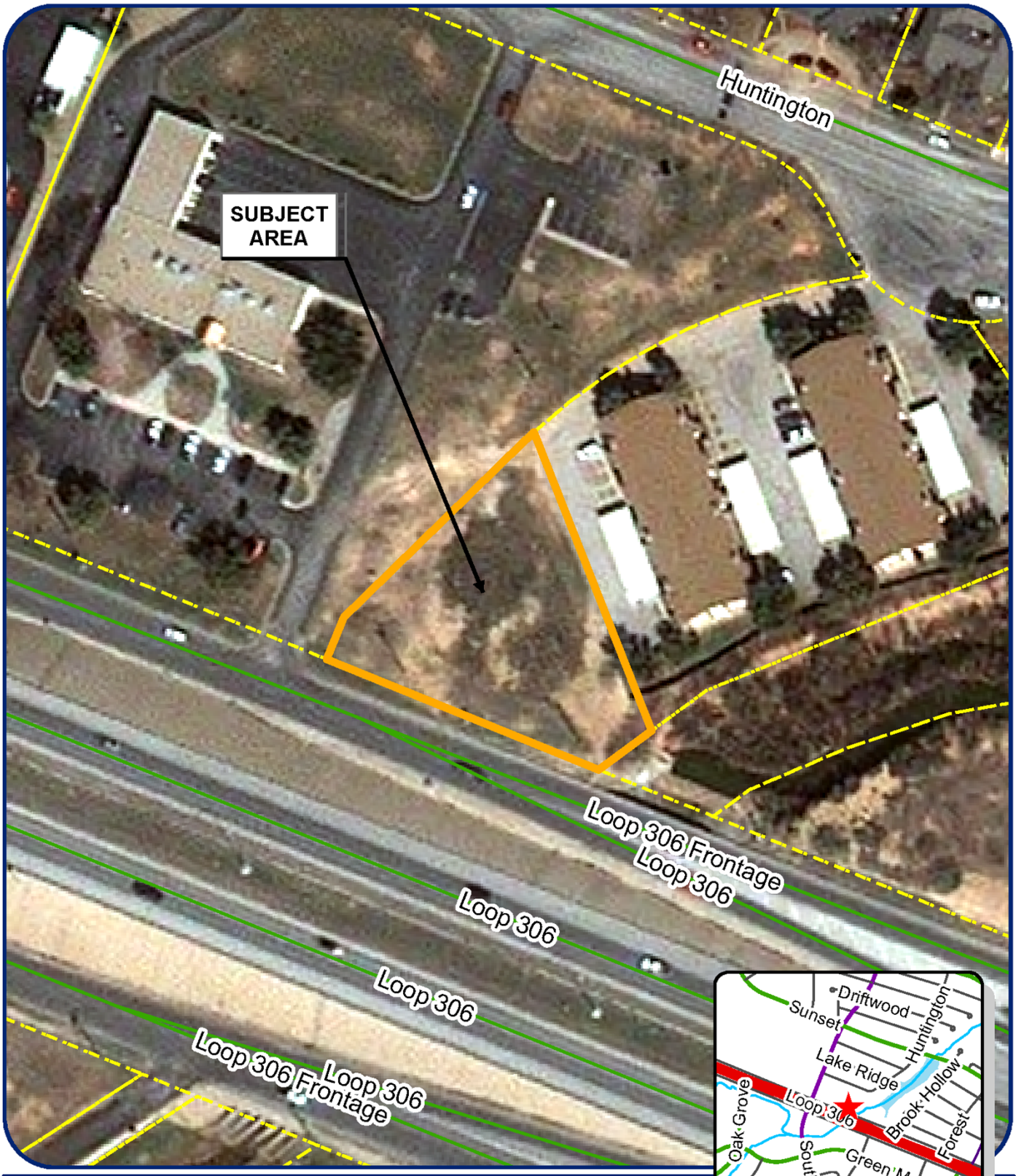
Barring further input from City Staff, Vice Chairperson Jackson opened the public hearing. Mr. Russell Gully, SKG Engineering, the Petitioner's authorized representative, approached the podium, identified himself, and made himself available to the Commission for questions. Barring any further public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

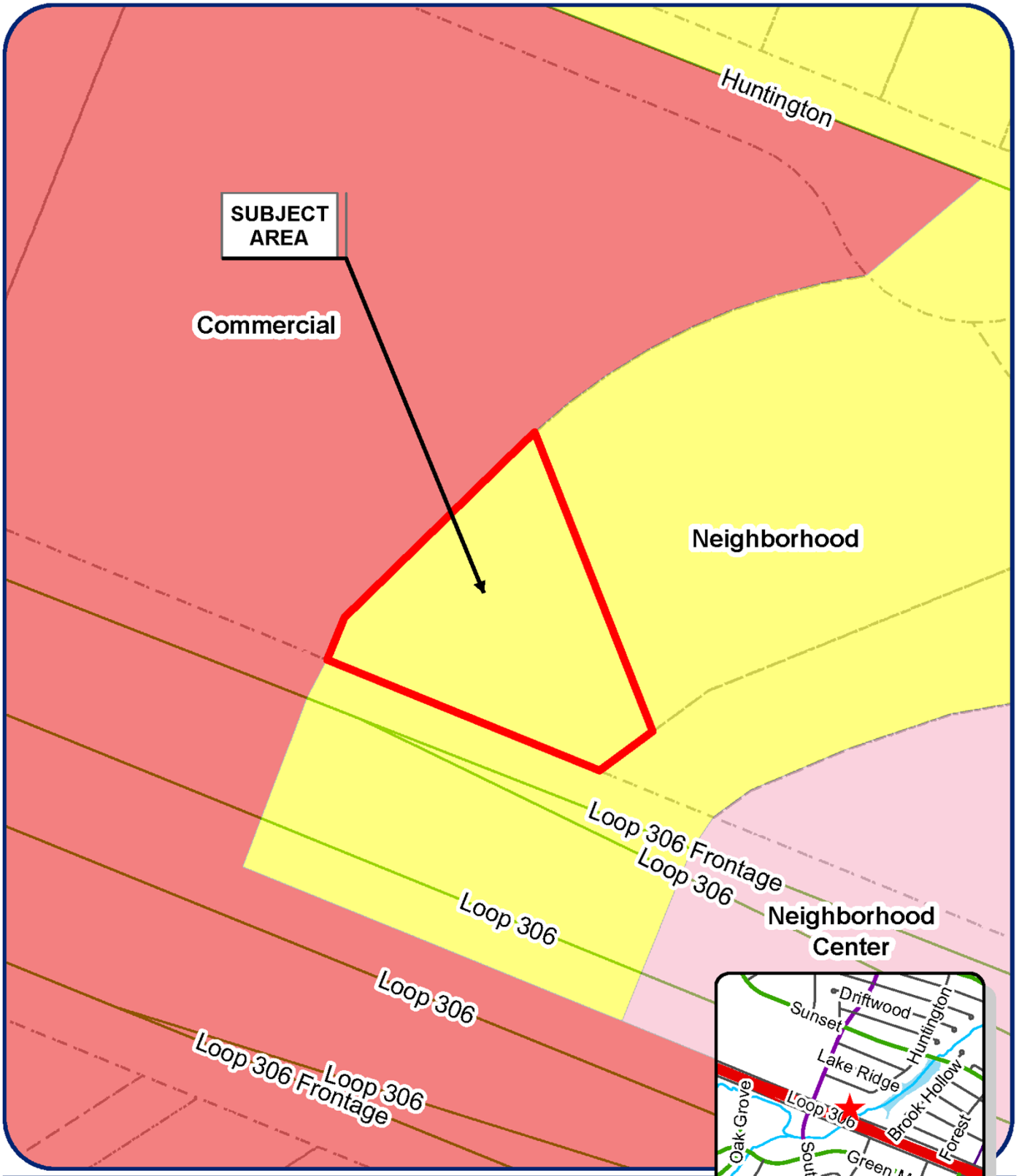
Cases VP16_03 / PD16_08, Holveck

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)

N



Multiple Development Case File

Cases VP16_03 / PD16_08, Holveck

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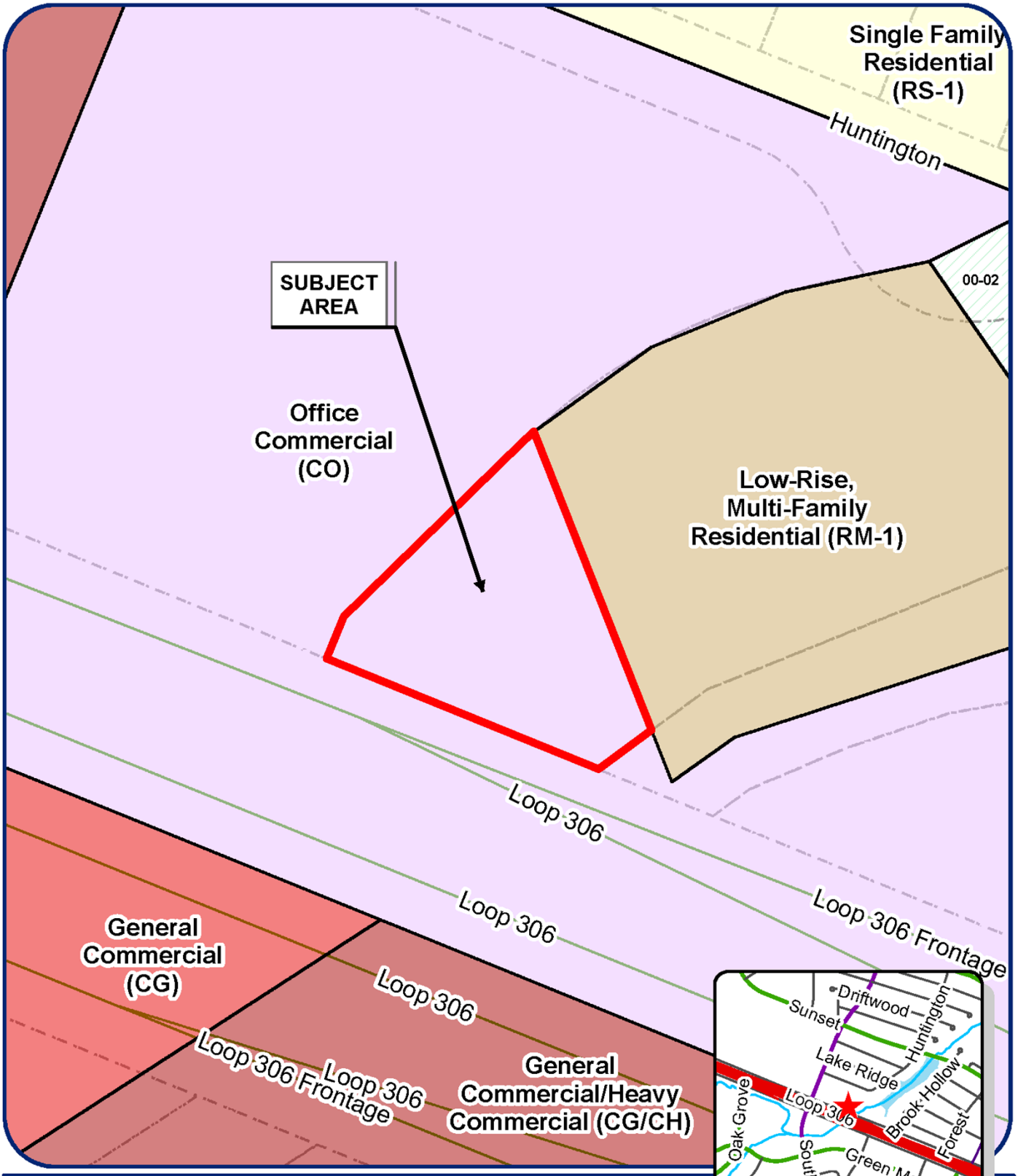
N



Multiple Development Case File

Cases VP16_03 / PD16_08, Holveck

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Neighborhood: Sunset
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Legend

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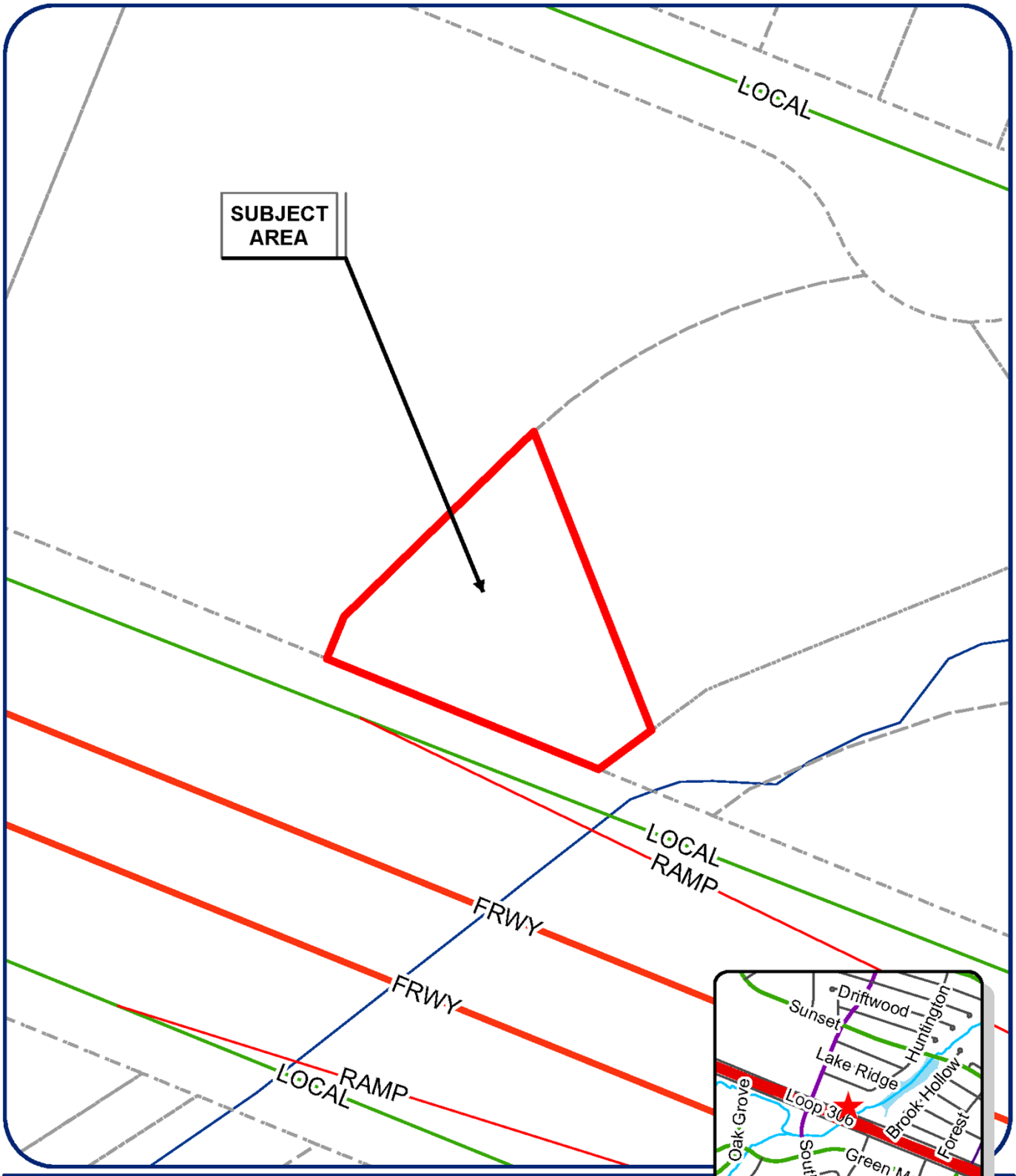


Multiple Development Case File

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)

LEGEND

PROPERTY LINE

PROPOSED BUILDING

GRAPHIC SCALE 80 40 20 10 0 FEET

SKG ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/QUIT
TX SOUTHLAKE OFFICE
1000 E. SOUTHLAKE BLVD. SUITE 100
SOUTHLAKE, TEXAS 76092
PHONE: 817-562-7788
FAX: 817-562-7789
TBPELS REGISTRATION NUMBER F-10928 / 10193-00
WWW.SKGLLC.COM

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW UNDER THE AUTHORITY OF FLESHELL T. GULLY P.E. 81727 ON NOV. 28, 2018. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMITTING PURPOSES

NOV. 28, 2018

3802 U.S. HWY. LOOP 306
SAN ANGELO, TEXAS

PLANNED DEVELOPMENT
SITE PLAN

Revisions	
Drawn: FSH	Date: 11.28.2018
Job No.: 16-C-1400	Sheet No.: C1.1
Scale: 1"=20'	

N:\engineering\2016\16-C-1400 Sign A-B\16-C-1400.dwg

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:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Second reading 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. (J. 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. On February 7, 2017, City Council voted unanimously to APPROVE, on First Reading, the proposed Rezoning, as presented by Staff.

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 Rezonings 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:

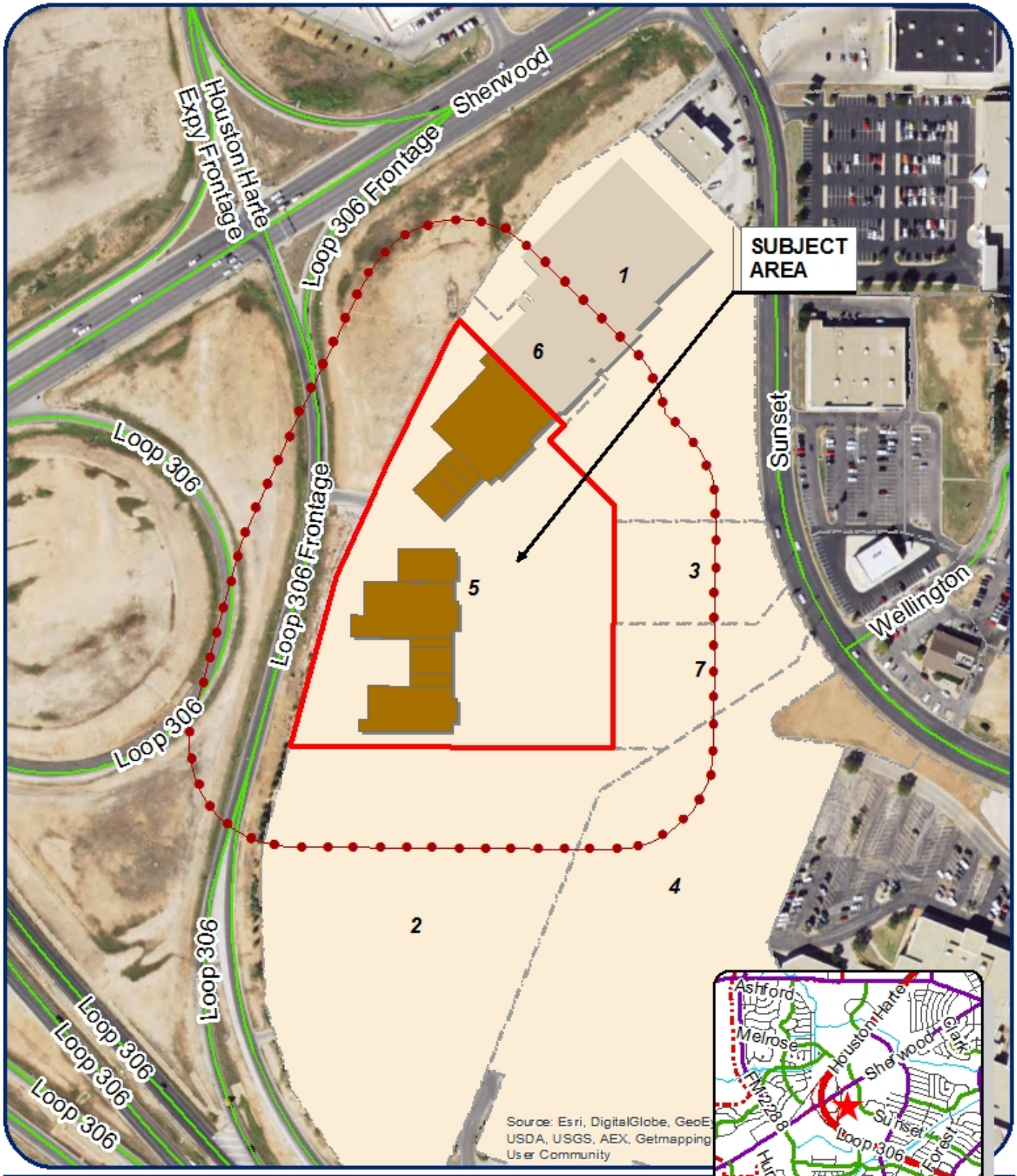
1. Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the General Commercial (CG) Zoning District, unless specified as otherwise.

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

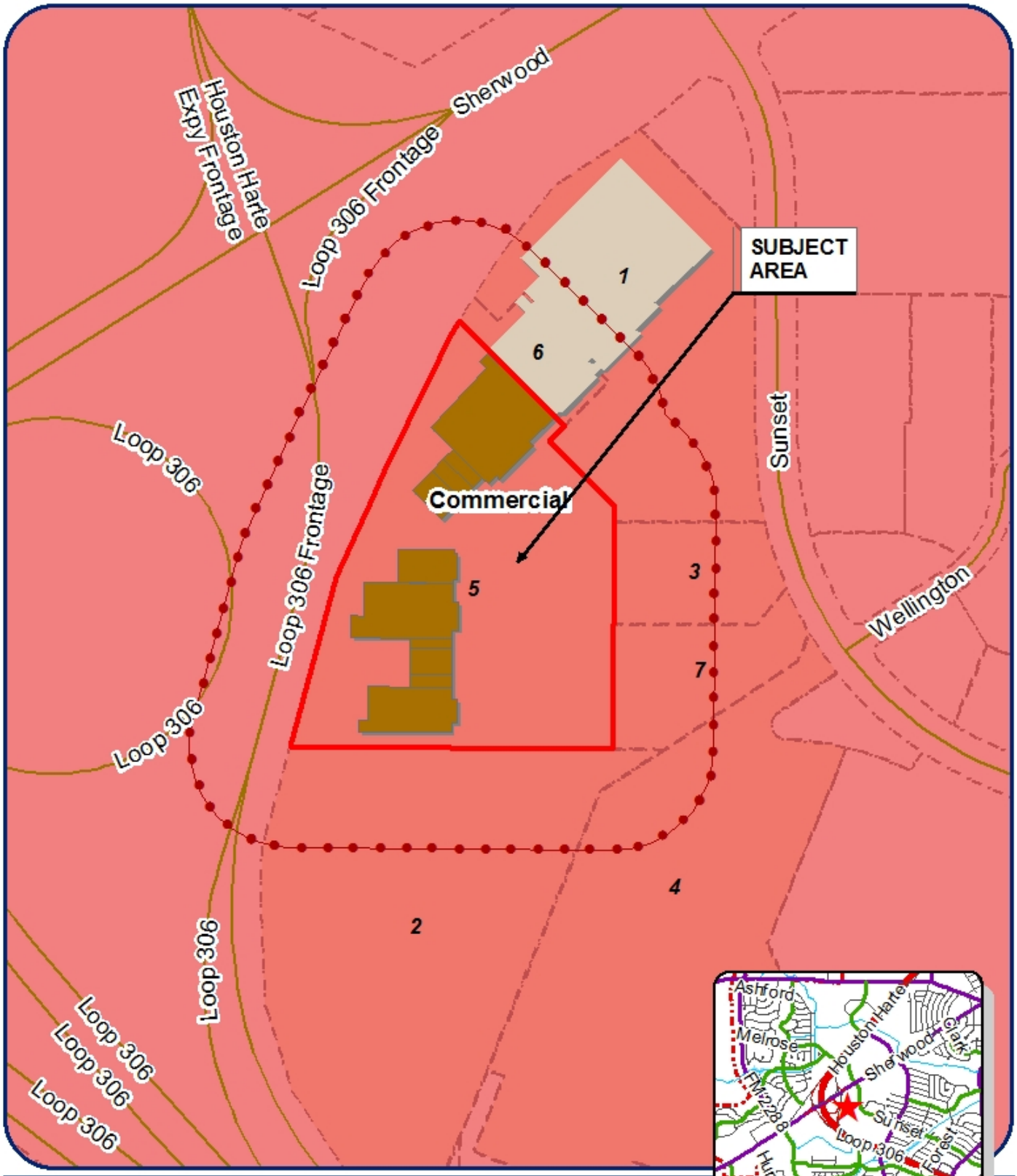
PD16-09: Rancho Sunset Plaza, LP

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

Legend

Subject Properties:
Current Zoning: PD97-03
Requested Zoning Change: N/A
Vision: Commercial

N



Planned Development Case File

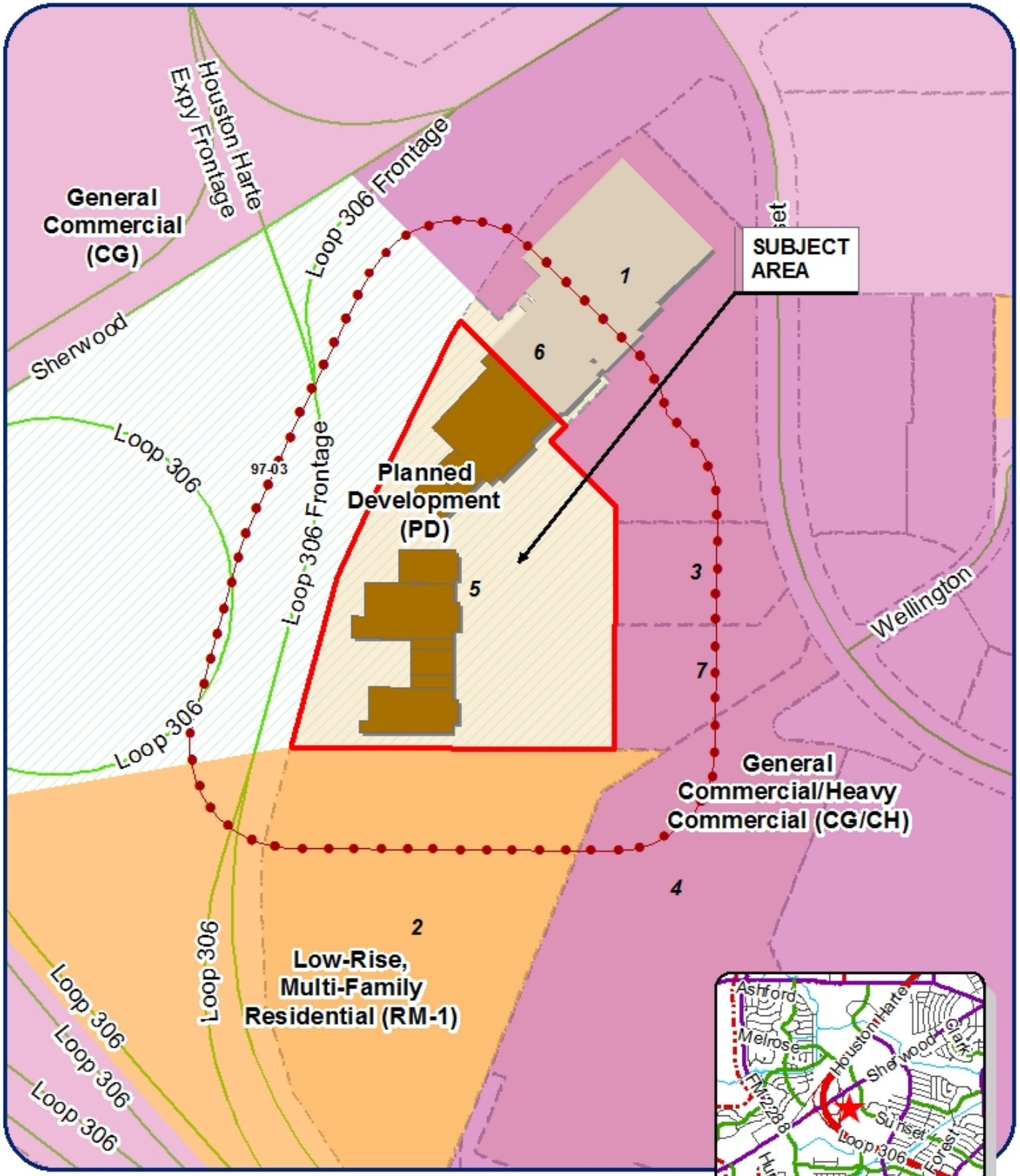
PD16-09: Rancho Sunset Plaza, LP

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



Planned Development Case File

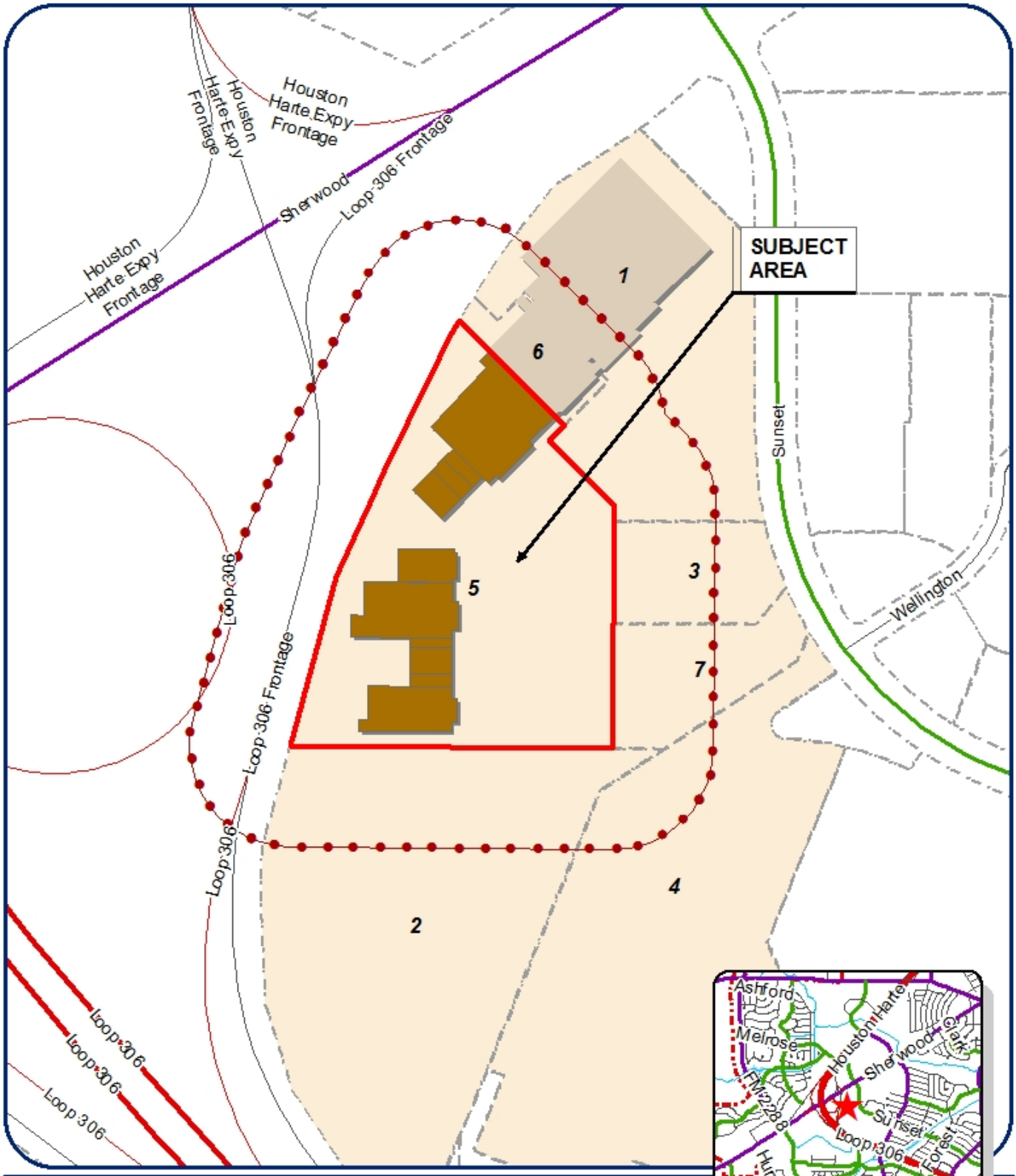
PD16-09: Rancho Sunset Plaza, LP

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



Planned Development Case File

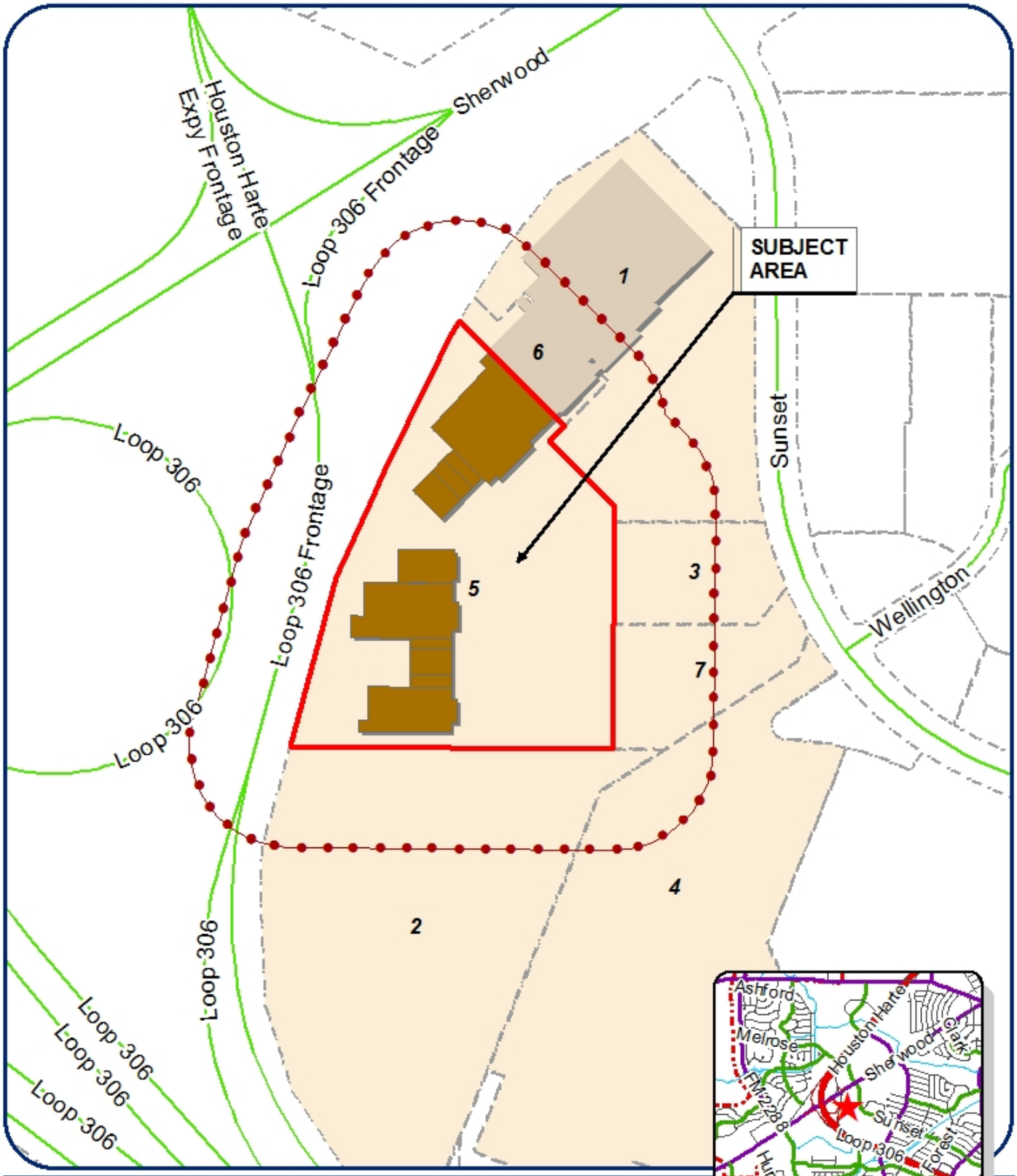
PD16-09: Rancho Sunset Plaza, LP

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



Planned Development Case File

PD16-09: Rancho Sunset Plaza, LP

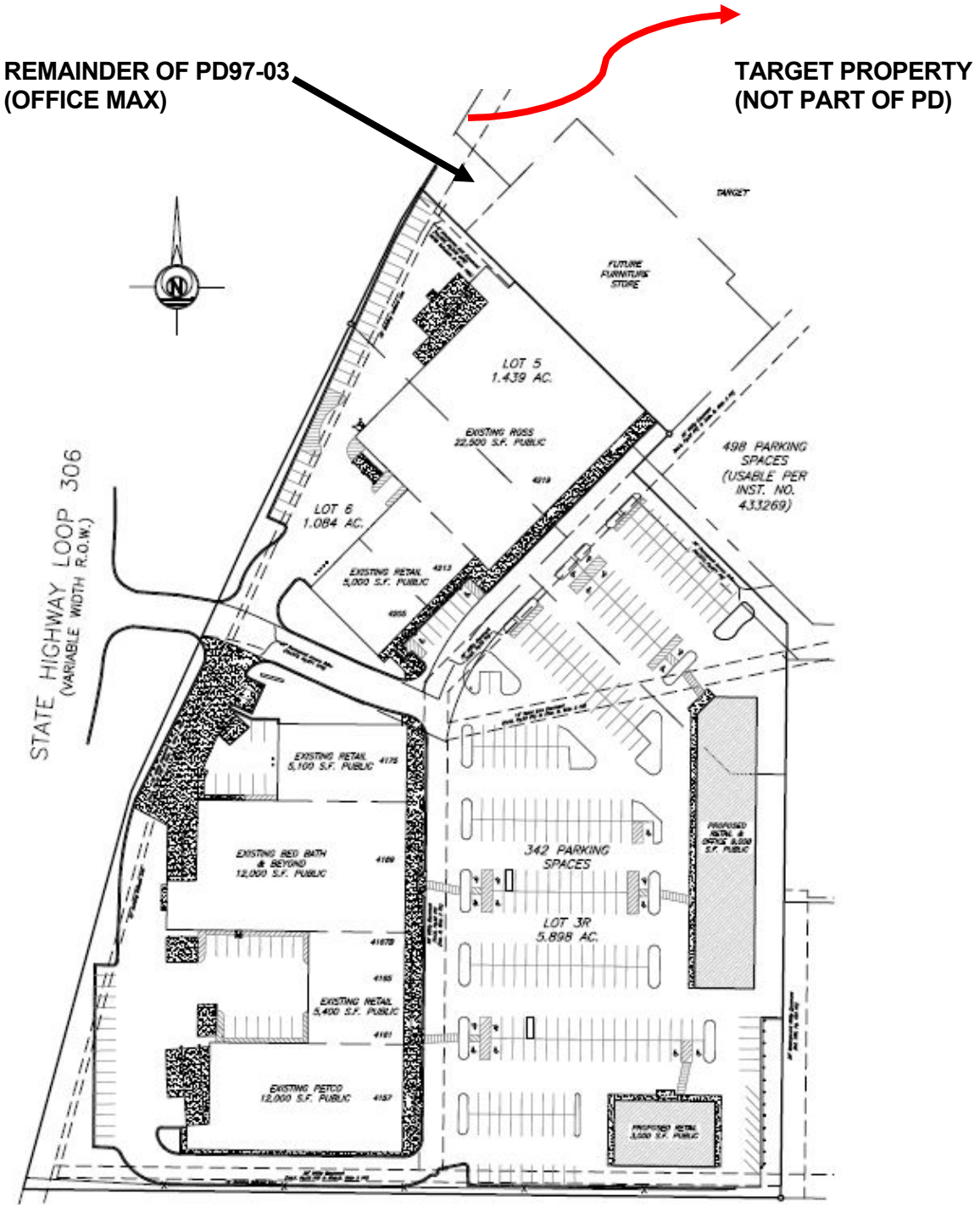
Council District: Charlotte Farmer
Neighborhood: Sunset
Scale: 1 inch :: 300 feet
Legal Descr: Lots 3R, 5 and 6, Blk 123, S-41B, College Hills South, R1

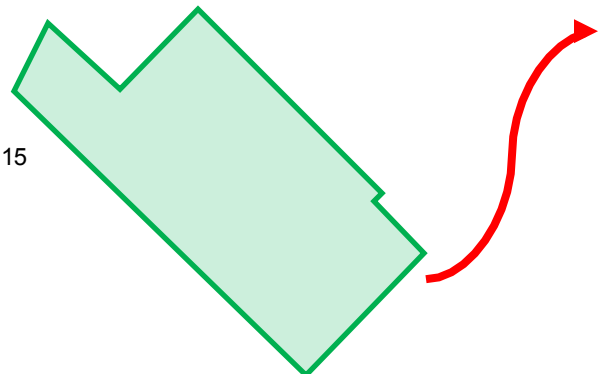
Legend

Subject Properties:
Current Zoning: PD97-03
Requested Zoning Change: N/A
Vision: Commercial

N

Concept Plan





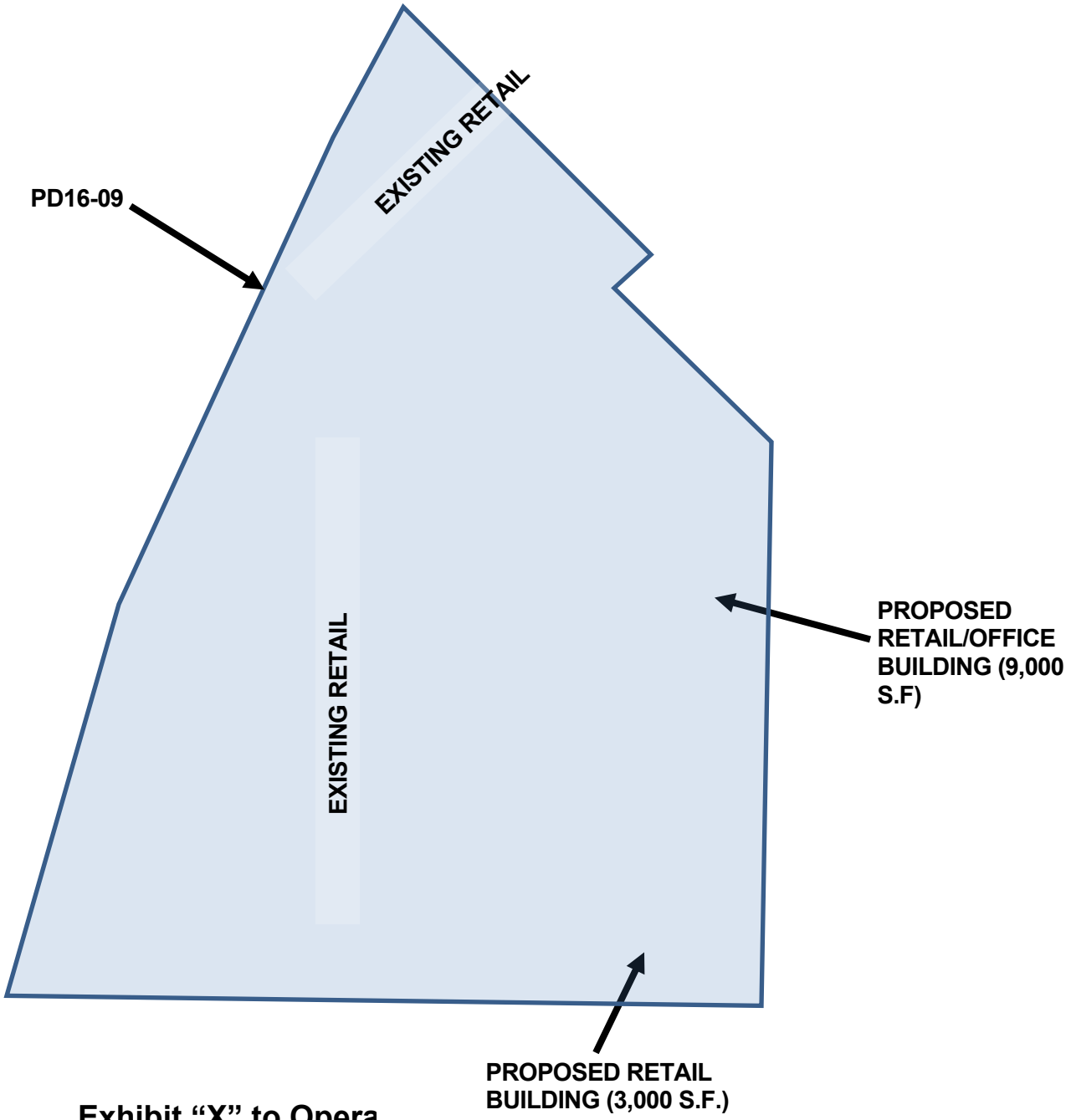
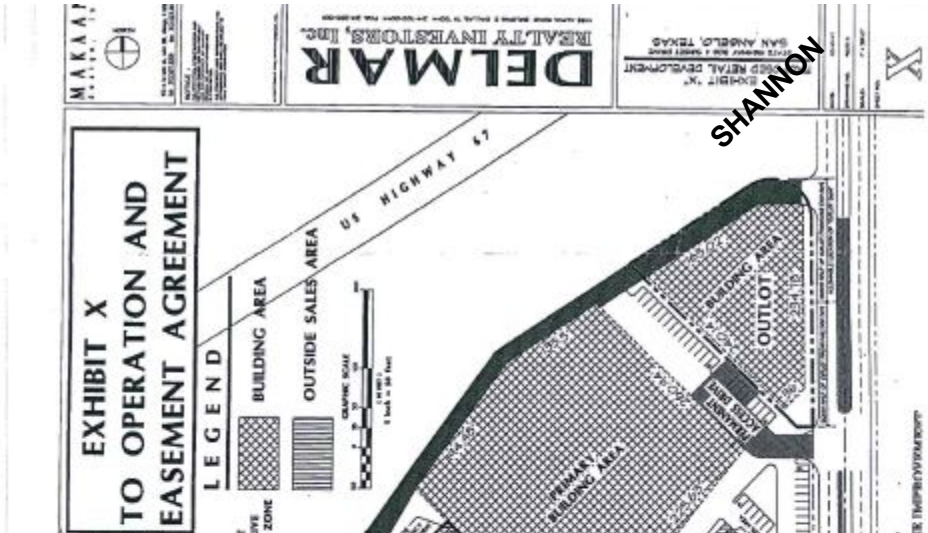
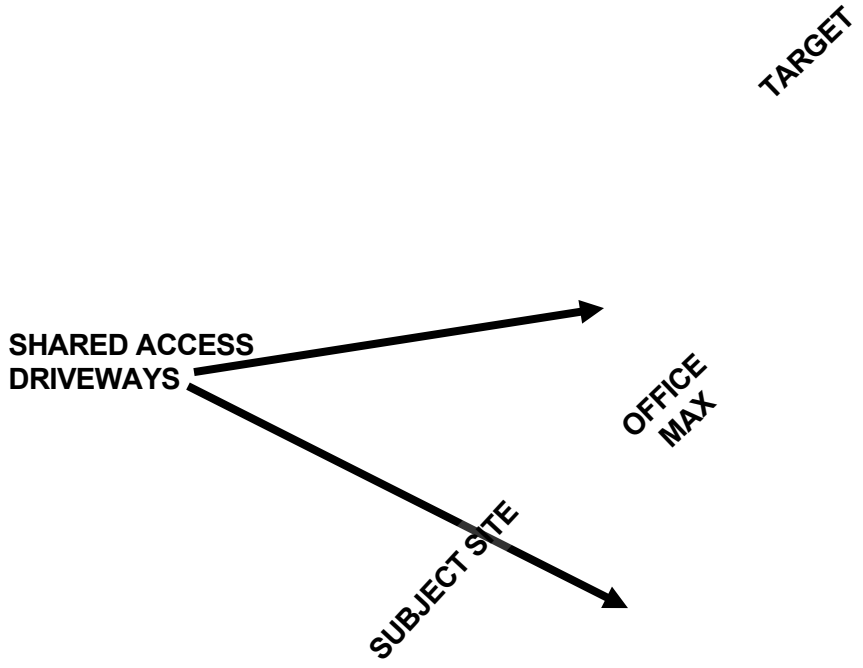


Exhibit "X" to Operation and Easement Agreement
(Filed for record on March 19, 1997)





SUBJECT SITE

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)

City of San Angelo, Texas
Planning Division

Application for Approval of a ZONE CHANGE

Name of Applicant(s): SKG ENGINEERING

– Owner X 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.

Signature 18th Nov. 2016
Date

NOTE: Please also read information and sign on back of page.

OFFICE USE ONLY

Case no.: PDZ-16--09 L R M *Date of application:* 11/18/2016

Received by: Jeff Fisher *Walk-in* – *by mail*

Nonrefundable application fee: $ 600.00 *Date paid:* 11/18/16

Sign deposit: $ 37.50 *Date paid:* 11/18/16

Affidavit attached? – yes – no – N/A Applicant's signature on information sheet? –

Previous Zone Change Inquiry? – yes – no *If yes, ZCI case no.:*

River Corridor Commission? – yes – no *If yes, RCC meeting date:*

Planning Commission hearing date: 12/19/2016 *Date notifications due:*

City Council hearing date: 1/17/2016 *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: _____ Date: 18th Nov. 2016

OFFICE USE ONLY
Case no.: PD 16-09 *Date of application:* 11/18/16 *Received by:* JF/DS

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 in this Ordinance, the use and development of the subject property shall generally conform to the **General Commercial (CG) Zoning District**.

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 at Instrument No. 433269 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:

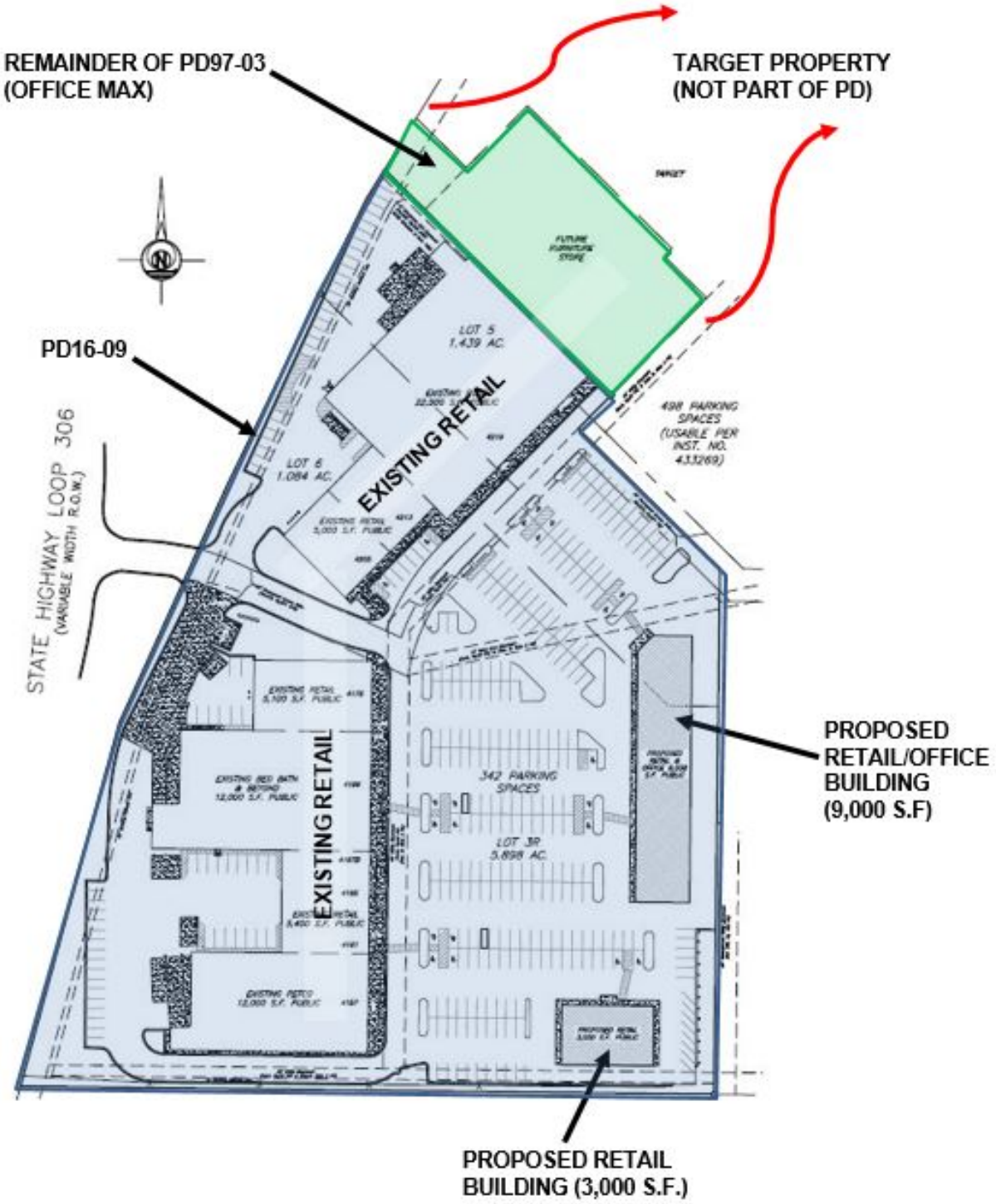
_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

EXHIBIT "A"

Concept Plan



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Consent Item

Caption:

Second reading 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. (J. 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. On February 7, 2017, City Council voted unanimously to APPROVE, on First Reading, the proposed Rezoning, as presented by Staff.

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	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

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 Rezonings 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

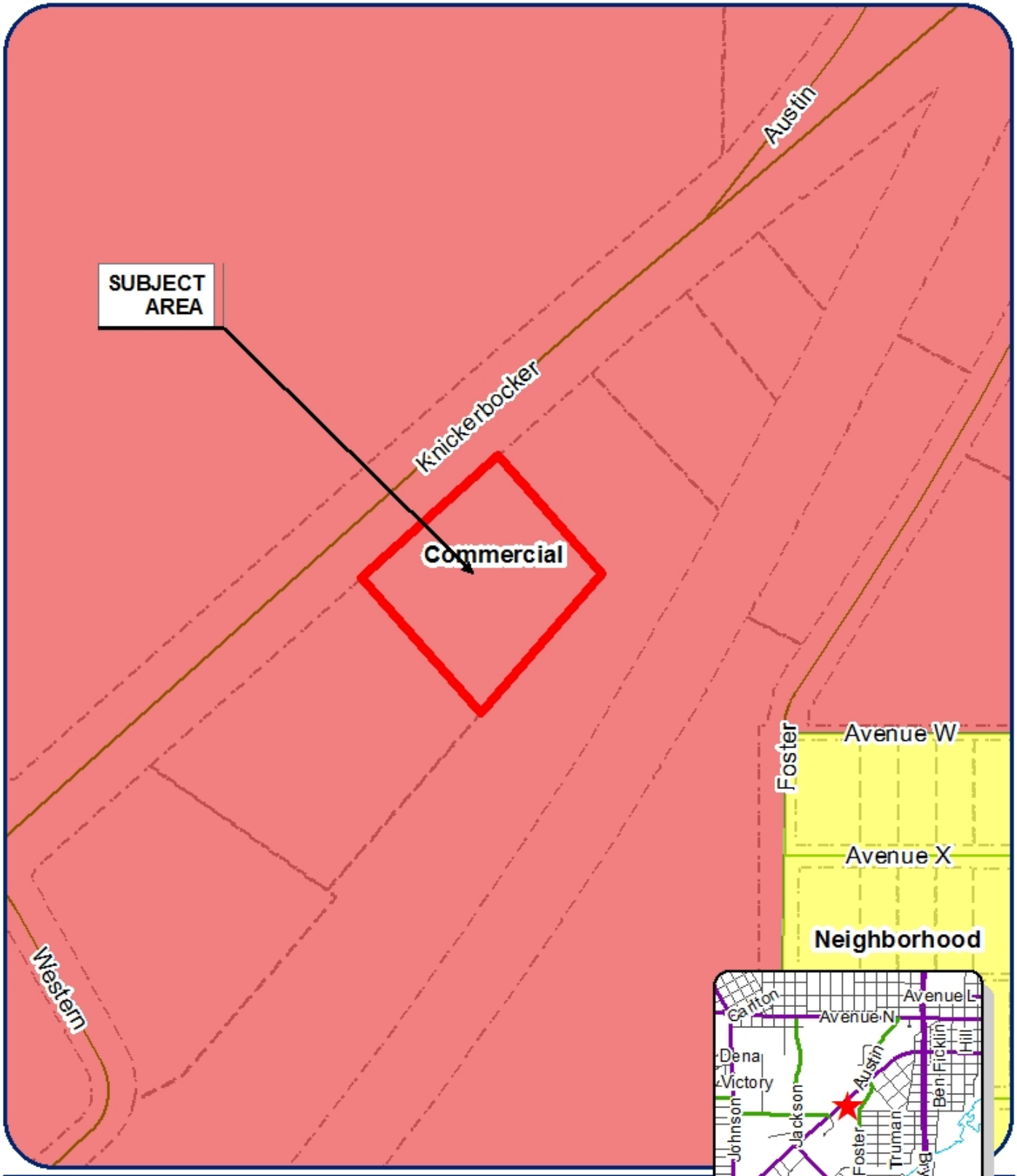
Case Z16_09, 1225 Knickerbocker LLC

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

N



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Legend

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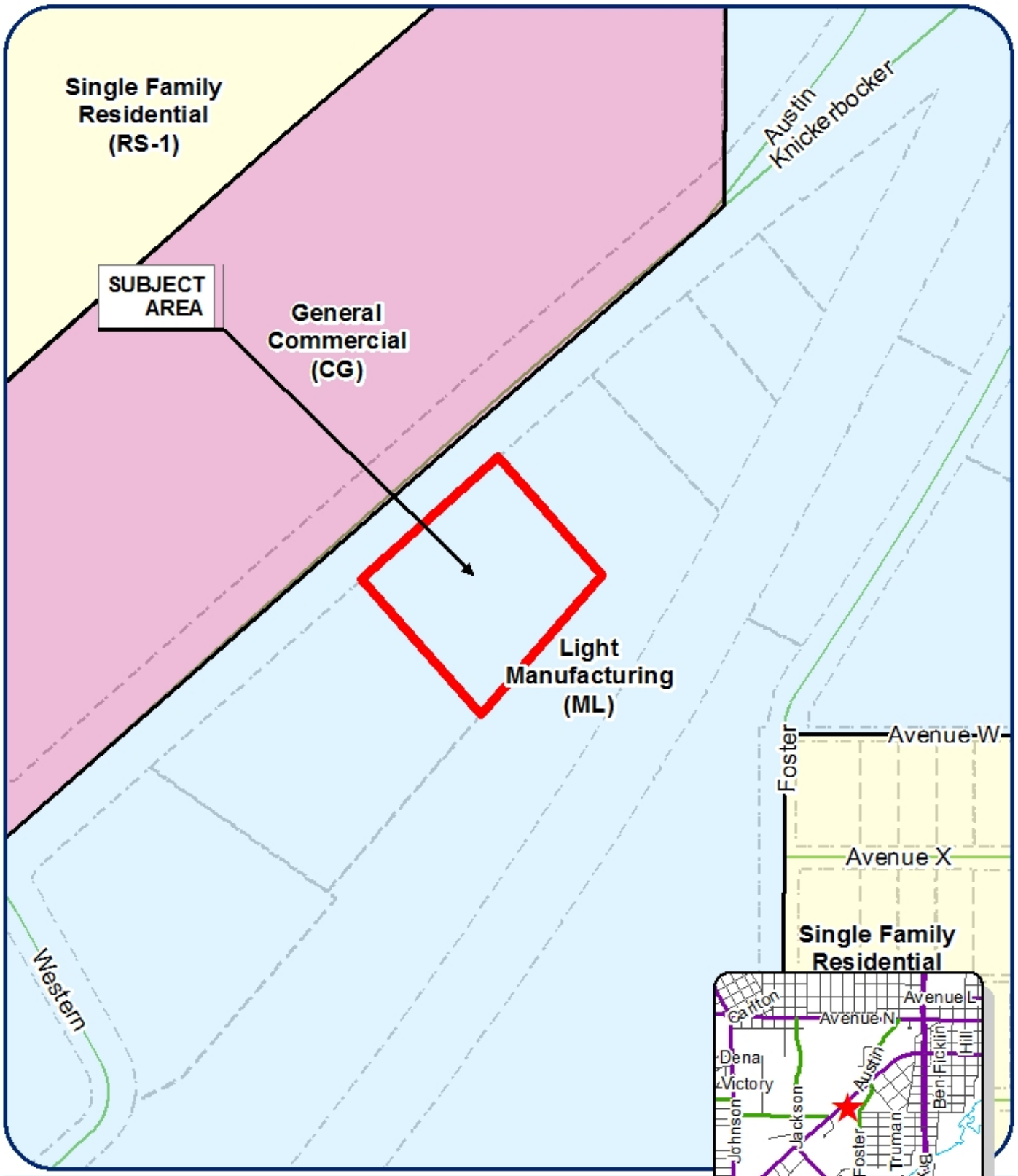
N



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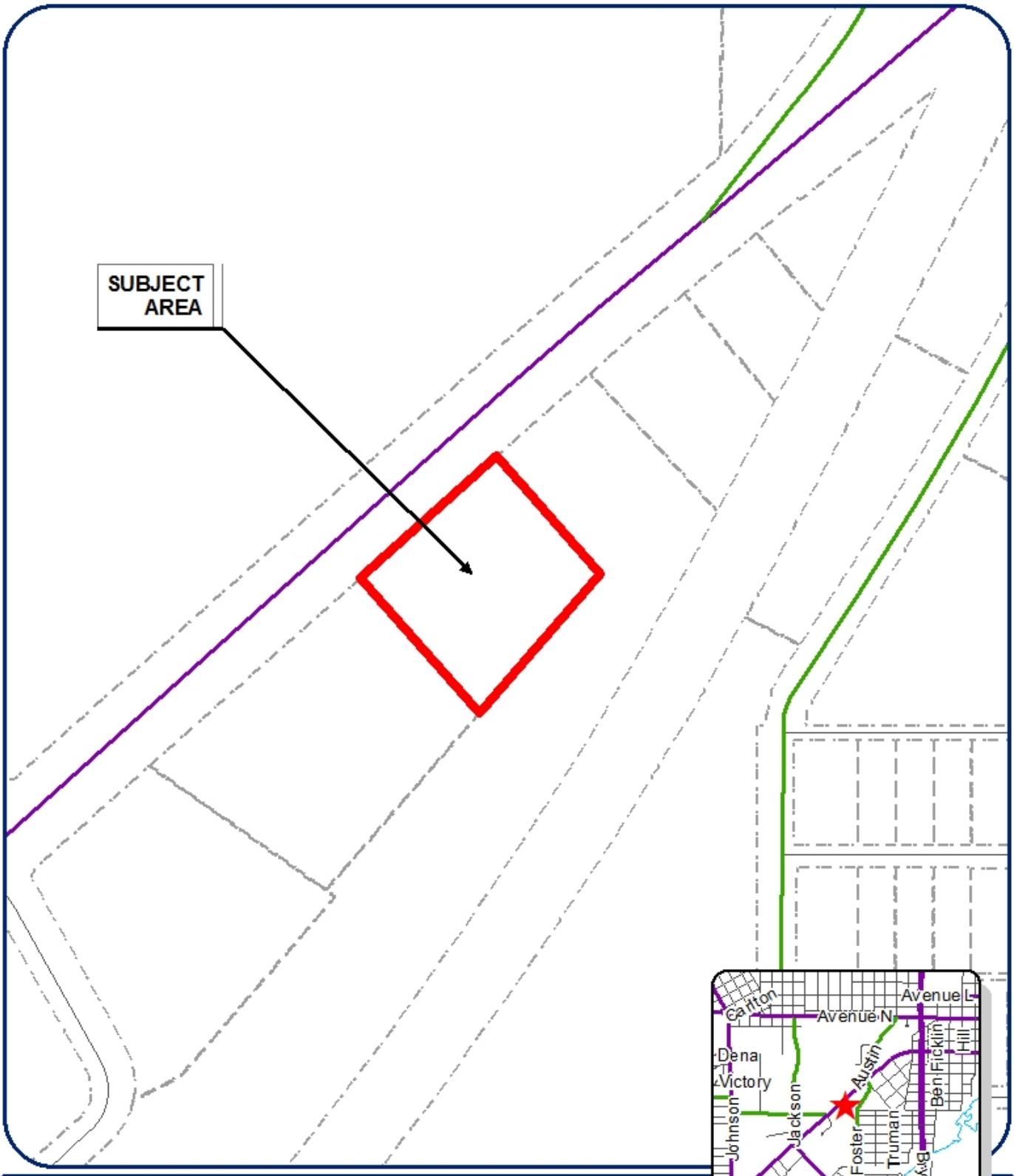
N



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Case Z16_09, 1225 Knickerbocker LLC

Council District: SMD #5 (Lane Carter)
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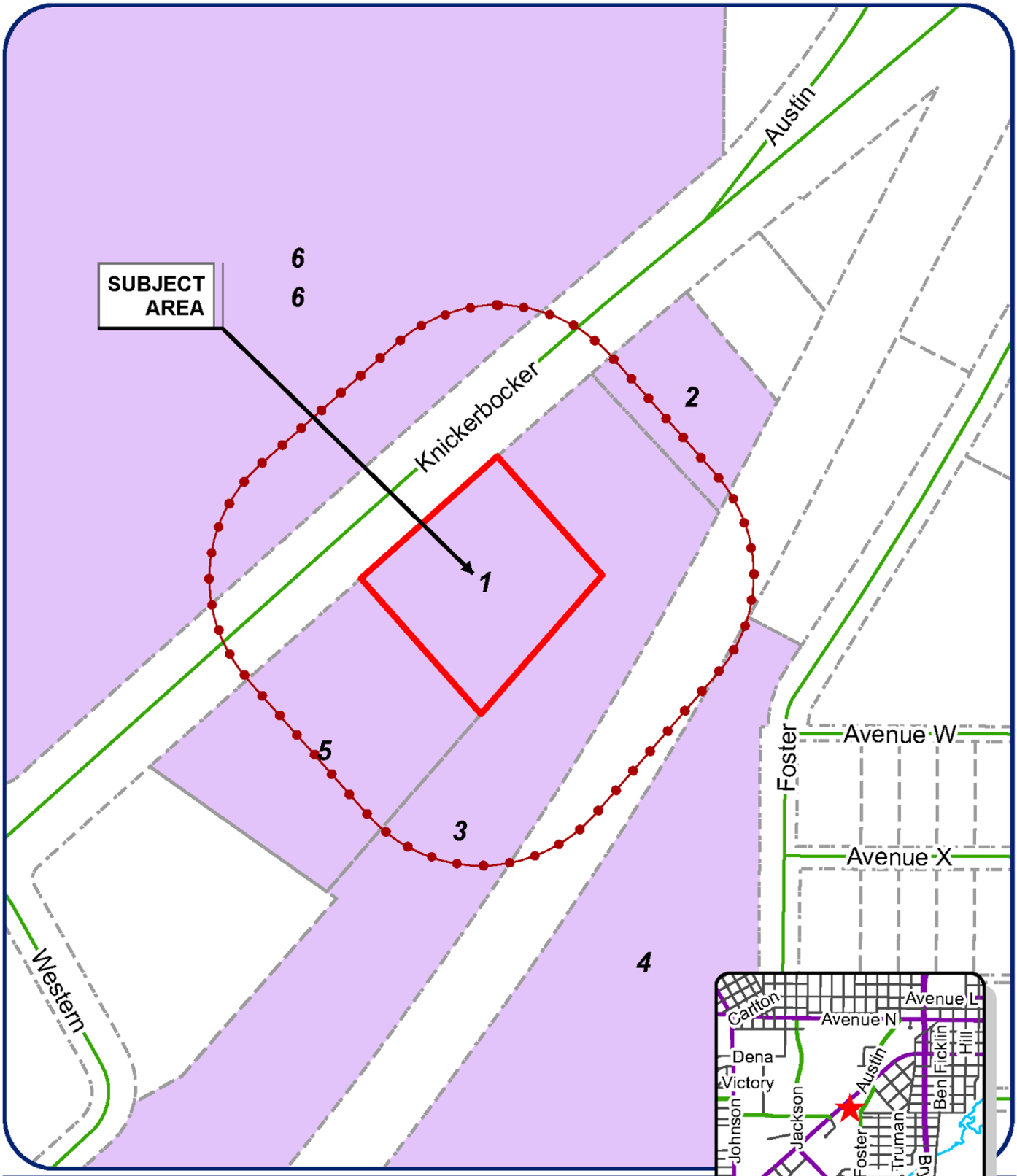
N



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

N

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.

(X) **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)

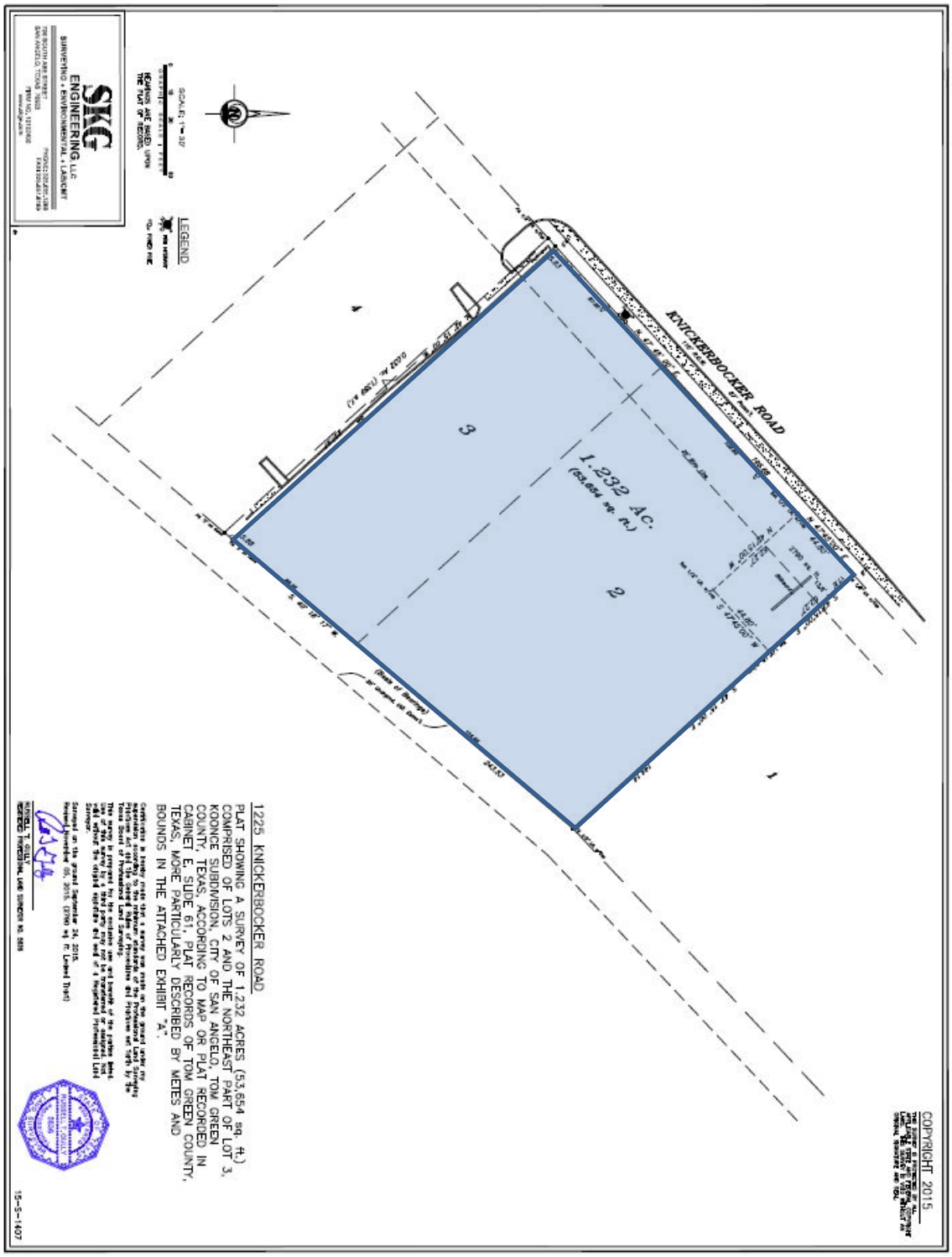
North (Angelo State University)

Photos of Site and Surrounding Area

Southeast at property

Southwest at property

Survey Plan of Property



Field Notes for 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

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

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

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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.
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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, compromising 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: Bryan Kendrick, City Clerk, Neighborhood and Family Services,

Meeting Date: February 21, 2017

Item type: Regular Item

Caption:

Consider a resolution of general support for construction of a Low Income Housing Tax Credit (LIHTC) project (The Trails at San Angelo) by Generation Housing Development to construct an 72 unit affordable housing apartment complex for the general public on 2600 Block of Era Street (Item requested by Council Members Farmer and Gonzales)

Summary/History:

The City has an adopted policy related to the assistance of projects competing for Low Income Housing Tax Credits. In that Policy however, the Council reserved the right to deviate from the policy if it's in the best interest of the City. Please see the highlighted provision on the 2nd page of the Policy (attached).

A final resolution will be decided at the meeting.

Financial Impact:

No impact to the City's budget.

Other Information/Recommendation:

Council action will require statements/finding on the record; delineating why deviation from the policy is in the best interest of the city. A final resolution will be drafted based on this finding.

Attachments:

1.	GHD - The Trails at San Angelo	GHD - The Trails at San Angelo-1.pdf
2.	Letter to Rep Drew Darby	Rep Drew Darby Ltr.pdf
3.	COSA LIHTC Assistance Policy	doc03095720170216102859.pdf
4.	Letter for Support Request	Trails at San Angelo - Support Request (2).pdf

Presentation:

Approvals/Reviews:

Bryan Kendrick	Created/Initiated
Theresa James	Approved
Becky Dunn	Approved

Bryan Kendrick Final Approval

THE TRAILS AT SAN ANGELO

San Angelo, Texas

Generation Housing Development

Generation Housing Development

THE TRAILS AT SAN ANGELO

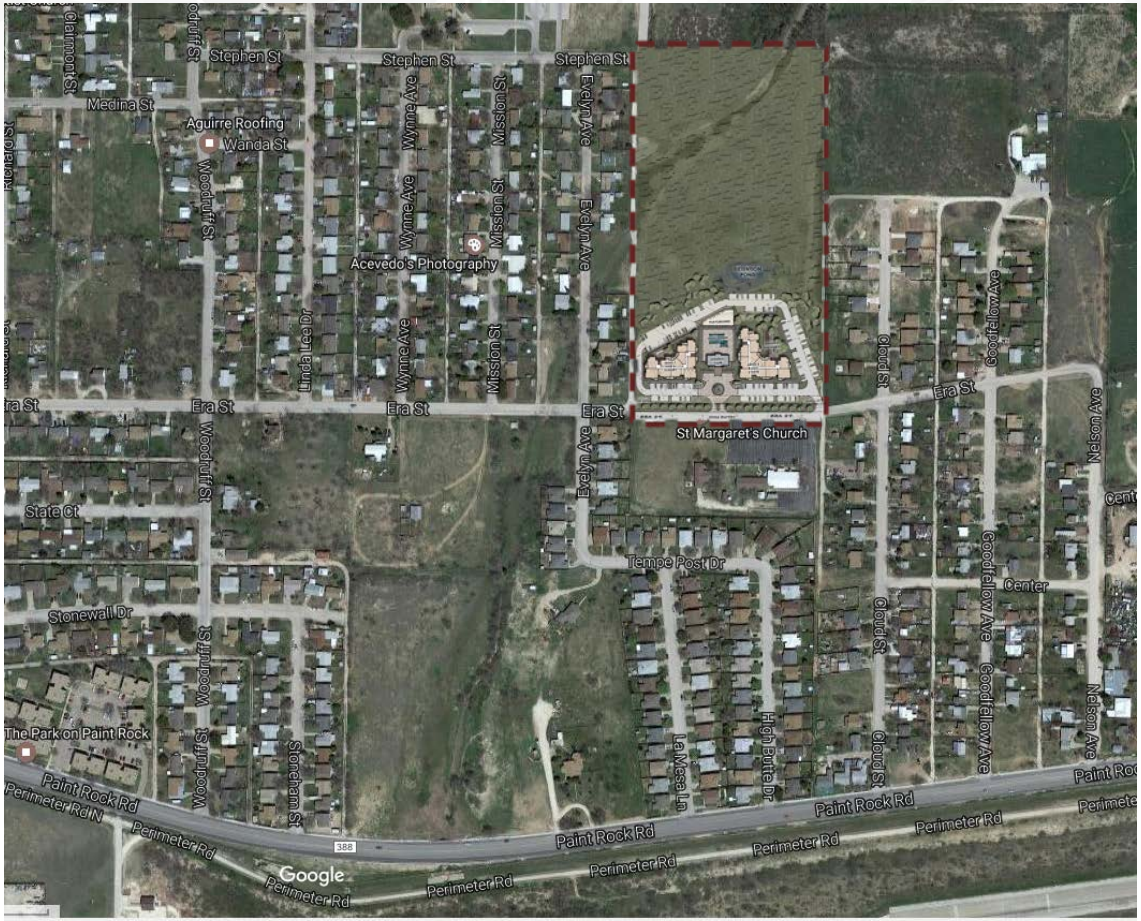
San Angelo, Texas

Design: The Trails will be a luxury master-planned apartment community designed specifically for Hard Working Families.

Generation Housing Development

THE TRAILS AT SAN ANGELO

San Angelo, Texas



Location:

2600 Blk of Era Street,
San Angelo TX 76905

Generation Housing Development

THE TRAILS AT SAN ANGELO

San Angelo, Texas

Location:

2600 Blk of Era Street,
San Angelo TX 76905

Generation Housing Development

Structure of the Team

Developer:

Generation Housing Development

-Leadership, has developed over 4,000 units throughout the southwest.
-Texas Based company, with active role in all management activities.
-Long-term owner/developer

Architect:

BGO Architects

-Local, Internationally recognized firm
-2016 Winner of Low-Density Design Award given by Build News Magazine.
-Well-versed in “Green Design” and LEED

General Contractor:

Storm Guard – Black Hill Construction

-Glenn Lynch, Principal
-500 Overton Plaza, Suite 120
Fort Worth Texas 76109
-General Contractors

THE TRAILS AT SAN ANGELO

San Angelo, Texas

Generation Housing Development

THE TRAILS AT SAN ANGELO

San Angelo, Texas

Design:

The Trails will include the following common area and unit amenities.

Common Amenities:

- Resort Style Pool
- Fitness Center
- 100% Masonry Exterior
- Community Room
- Computer Center
- BBQ Grill
- Lush landscaping

Unit Amenities:

- 9’ Ceilings
- Low Flow Fixtures
- Open Floor Plans
- Washer/Dryer Hook ups
- Low-E Thermal Windows
- Ample Storage
- Pre-Wired for Cable
- Energy Star Appliances

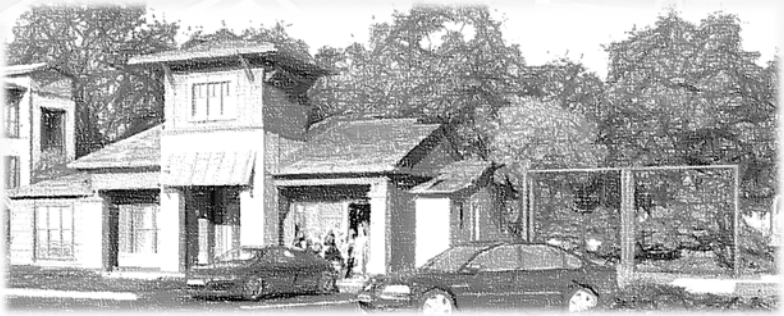
Generation Housing Development

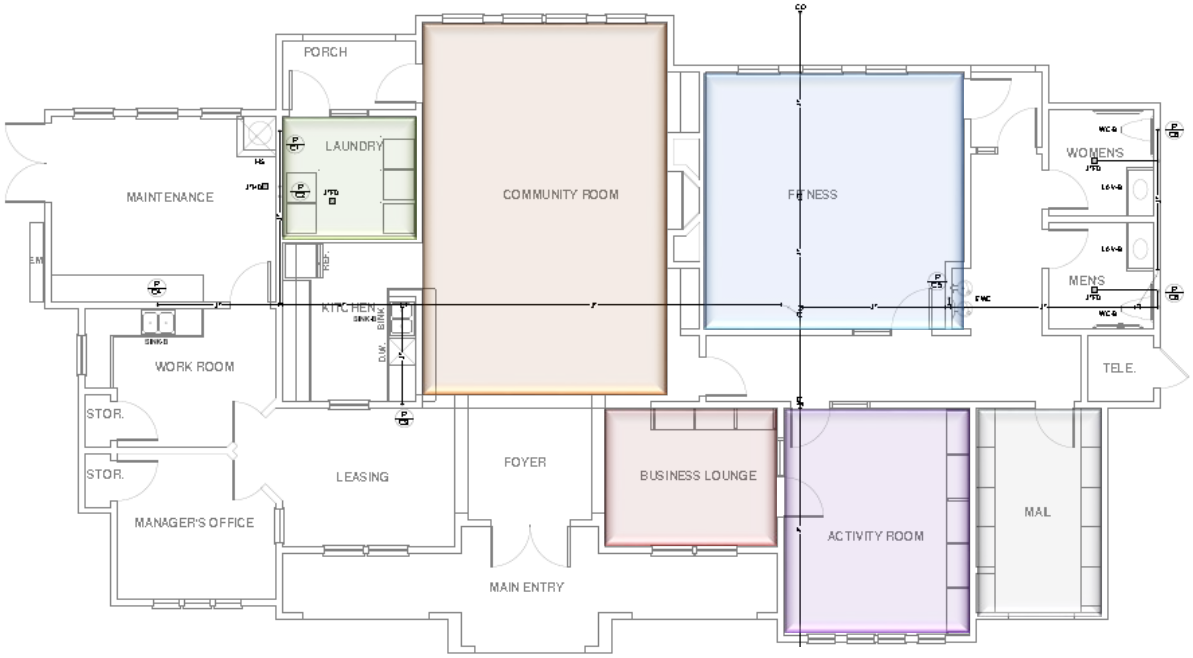
THE TRAILS AT SAN ANGELO

San Angelo, Texas

Club House Amenities:

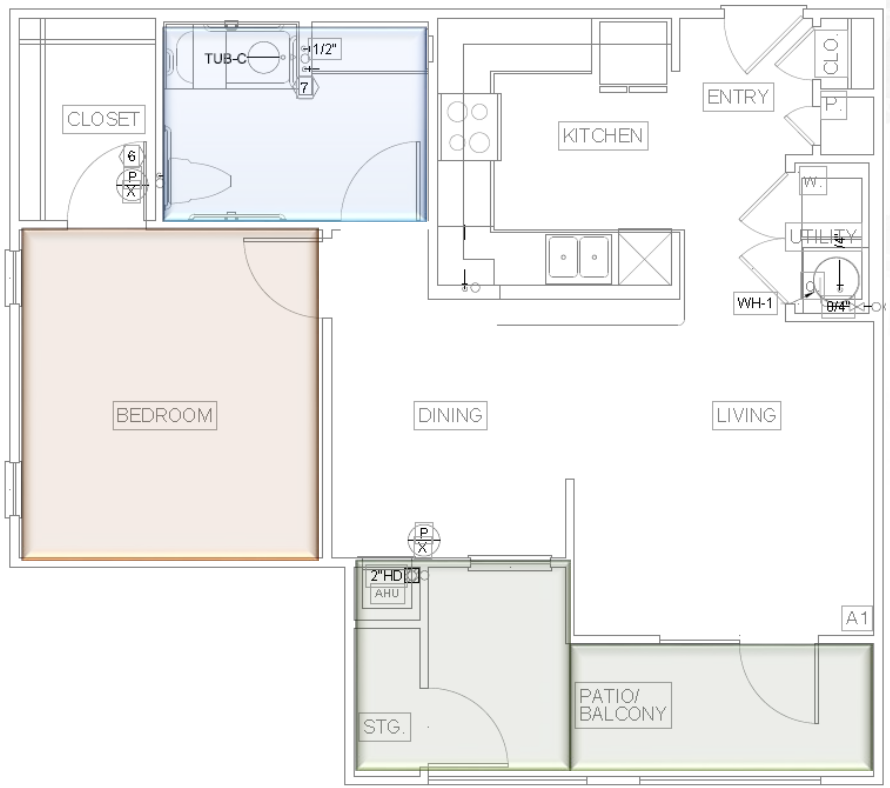
- Community Room
- Fitness Center
- Activity Room
- Business Lounge
- Laundry Room





1 CLUBHOUSE

Generation Housing Development

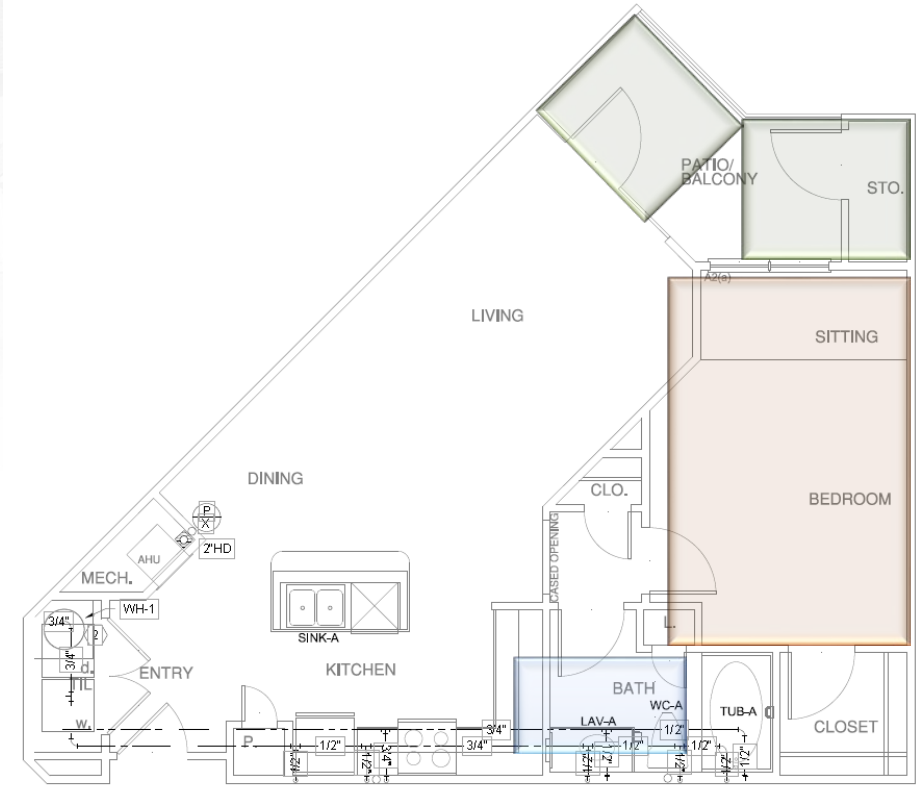


A1(ANSI) ONE BEDROOM/ONE BATH-

THE TRAILS AT SAN ANGELO

San Angelo, Texas

Generation Housing Development



A2 ONE BEDROOM/ONE

THE TRAILS AT SAN ANGELO

San Angelo, Texas

Generation Housing Development

B1(ANSI) TWO BEDROOM/TWO BATH

THE TRAILS AT SAN ANGELO

San Angelo, Texas

Generation Housing Development

C1(ANSI) THREE BEDROOM/TWO BATH

THE TRAILS AT SAN ANGELO

San Angelo, Texas

February 7, 2017

State Rep. Drew Darby
36 W. Beauregard, Suite 517
San Angelo, Tx. 76903

Ref: Tax Credit Proposal for San Angelo

Dear Drew,

It was nice talking to you on the phone last week. I truly appreciate you returning my phone message so quickly. I pray all has been well with you, your family and business over the many years since we have seen each other. I have read of your many accomplishments and distinguished service you have achieved in both your business and representing District 72 as it's State Representative. You have come a long way from the days when you first started Surety Title and helped me with getting clear title to the land where we built Goodfellow Housing. I truly appreciate the help you provided me back when I was working through all the issues on that land closing more than you will ever know.

As for myself my life has taken some very dramatic turns since we did business together those many years past. I was blessed to accomplishment much in business also and have built and or developed over 7,000 multifamily units plus numerous commercial as well as single family housing developments. However, the most amazing thing is back in February of 2002 I made a dedicated commitment to the Lord Jesus and He truly changed my life. I ended up giving away most of my assets to a non-profit and went to India and Africa on numerous occasions over several years building orphanages and Christian based schools. Today, Bobby Cox, myself and a couple other friends continue to build and support the orphanages, schools and missionary efforts which God has blessed us with the privilege of supporting. I cannot express how grateful and thankful I am to my Lord for changing my life.

As we discussed I had called you to ask for a support letter for a tax credit development which I am joining with some Texas based developers in submitting on a site in southeast San Angelo. All the parties involved in the development are Texas based and I would be so thankful and appreciative if you could give us a letter of support. I recognize there are two other tax credit developments submitted in San Angelo this year and I fully understand if you support each of them. It is our desire to build the very best development possible with upgrades including things like granite counter tops so those sometimes less fortunate can also experience quality living. Given the point system and the value of a letter from you as the local State Representative I know we have no chance of getting the award without your support. With your support, we might not win the award but we would obviously have a much better opportunity of scoring enough to win. It is our desire to build something that both yourself and the city of San Angelo would be proud you supported.

Thanks again for taking the time to return my call and the time to read this letter. I have attached information on the proposed development and a sample support letter should you agree to give us a letter of support. Additionally, I would really appreciate if you could let me know quickly if you are willing to give the letter of support. The cost to fully submitt a TDHC application is quit costly and although we have already expended much cost I would not want to spend more without your letter of support. May you be blessed in all you do.

God Bless,

Glenn W. Lynch
817-233-1121

CITY OF SAN ANGELO
LOW INCOME HOUSING TAX CREDIT (LIHTC) ASSISTANCE POLICY

Policy Statement: To meet the housing and development objectives of the City of San Angelo, it shall be the City's policy to analyze projects requesting support for proposed Low Income Housing Tax Credits (LIHTC). Such analysis is to determine if the projects comply with certain principles and policies in the City's 5-year Consolidated Plan, as well as various other redevelopment or neighborhood plans adopted by a local governing body. The goal of this analysis is to (a) establish if LIHTC projects merit local support, and (b) prioritize LIHTC submissions if more than a single proposal is received during an evaluation period. The Community & Housing Support (CHS) Division, which is organized under the Neighborhood & Family Services Department, serves as the City's primary staff and point of contact for all LIHTC programs.

General Eligibility: Housing projects that propose construction and/or preservation of decent, safe, sanitary and affordable housing in areas of the City with the greatest housing need as identified in the City's Neighborhood Revitalization Plan will be eligible for consideration of support. Such support may be any combination of the following:

- Council letter(s) of support
- Pass through loans
- Tax abatements
- HOME or CDBG award
- Any other form of support deemed relevant

Annual Schedule:

Oct 1	Applications due to CHS
Oct 1 – Oct 30	Evaluation period
Nov 1 – Nov 30	Town hall meetings scheduled
Dec 1- Dec 30	City Council presentations
Jan 1 – Jan 30	Support docs due to developers

Required Information: Before a project will be evaluated by the staff, each applicant requesting support must submit the City of San Angelo's LIHTC Project Assistance application with all attachments. The application and list of required documents are available on the City's website.

Priority Considerations: The City of San Angelo is committed to the goal of improving the quality of life in the City, its neighborhoods and for its residents. As part of this commitment to a comprehensive community development and improvement program, the City supports the

development of decent, safe, sanitary and affordable housing options that provides full and equal access to all persons.

Therefore, in general, the City of San Angelo will give preference to a project that:

- Aligns with the priorities stated in the City's 5-year Consolidated Plan;
- Is located in one of the areas targeted for revitalization as identified in the City's Neighborhood Revitalization Plan;
- Incorporates a strategy of adaptive reuse or rehabilitation rather than new construction;
- Is supported by San Angelo Independent District
- Is consistent with the Comprehensive Plan, Future Land Use Map and local zoning
- Actively involves the neighborhood organization / stakeholders;
- Does not contribute to an over-saturation of affordable housing in a neighborhood;
- Demonstrates a high quality of design / construction; and meets or exceeds the Texas Engineering Practice Act standards for soil densities
- Can be funded without public dollars from the City.

Meeting with City Staff: No less than one meeting with the developer, sponsor and relevant City staff will take place to discuss the proposed project in general, and any issues and concerns identified in the application in particular.

Absence of a Redevelopment / Neighborhood Plan: When a current plan is not available, it is the responsibility of the applicant to approach City staff early in the application period, as stated on the City's website. The City of San Angelo may, at its discretion and with reasonable notice, update an existing plan or develop a new plan. It is noted that actions taken by City staff with regards to a redevelopment/neighborhood plan do not commit the City to fund/support a particular proposed project.

Impact on City Infrastructure: Support will not be provided for proposed LIHTC projects that will negatively impact City public services, including utilities, public safety and emergency response services, neighborhoods or schools.

Authority of the City: The City of San Angelo reserves the right to deviate from any policy when it considers such action to be in the best interests of the City. In addition, the City may, at its discretion, consider other factors as part of its evaluation of an application for LIHTC project assistance, including:

- The design and architectural quality of the proposed project
- The amenities for residents included at the project

- The services provided for residents at the project
- Any other factor deemed relevant

Number of Requests of Support: No commitment of support will be provided for a proposed LIHTC project that was denied support by City Council. An exception will be made if the applicant has made modifications to the project based on feedback from Council.

Duration of Commitment of Support: No commitment of support for a proposed LIHTC project will remain in effect for more than one (1) year from the date of written support.

Substantial Changes: Should a project which receives a commitment of financial and/or development assistance from the City have a substantial change including, but not limited to, the following before the start of construction, the developer must notify the CHS staff in writing and request a new commitment of support:

- Number of units
- Type of units
- Target population
- Amenities
- Type of construction
- Developer / sponsor / owner
- Assistance required from City
- Final site development plan

Compliance & Monitoring: CHS staff will be responsible for ensuring Davis-Bacon Act and Section 3 compliance, if applicable. Any development receiving tax credits through TDHCA, that also receives CDBG or HOME funds through the City, may be subject to Davis-Bacon Act and/or Section 3 regulations. If staff determines that the project meets Davis-Bacon Act and/or Section 3 criteria, a meeting will be scheduled with the development team and the general contractor to ensure implications of the regulations are understand and are followed.

Administration of the LIHTC Program: The LIHTC program in the State of Texas is administered by the Texas Department of Housing & Community Affairs. The City of San Angelo has no responsibility for application approval for LIHTC projects or for the administration of the LIHTC program.

Generation Housing Development

February 15, 2017

City of San Angelo
Daniel Valenzuela, City Manager
72 W. College Avenue
San Angelo, Texas 76903

Re: The Trails at San Angelo, San Angelo, Texas

Dear Mr. Valenzuela,

Generation Housing Development ("GHD") is proposing to develop the Trails at San Angelo which is a 72-unit apartment community located on +/-14 acres on the 2600 Block of Era Street in San Angelo, Texas. The following is a summary of the proposed development and a request for a Support Resolutions as required by the Texas Department of Housing and Community Affairs from the City of San Angelo.

I. Proposed Development: The Trails at San Angelo (the "Development")

The Development will be a luxury master-planned apartment community for hard working families comprised of approximately 72-units. We have contracted to purchase approximately 14 +/- acres located on the 2600 Block of Era Street in San Angelo, Texas. The site is located in close proximity to several amenities, and city services appropriate to such community including multiple restaurants, churches, shopping areas, public offices and community parks. The development will be located within walking distance from the main entrance to the Goodfellow Air Force Base. As currently modeled, the proposed Development will consist of 1-bedroom/1-bath units, 2-bedroom/2-bath units and 3-bedroom/2-bath units.

The proposed Development will comply with all applicable accessibility standards and GHD plans to affirmatively market to hard working families, military personnel and veterans through direct marketing. The proposed Development will include common and unit amenities that are tailored to meet the needs of its tenants. The common amenities will include full perimeter fencing with controlled gate access, a gazebo w/sitting area, a furnished fitness center, equipped and functioning business center, a furnished community center with enclosed community sun porch and limited green amenities that promote energy and water conservation. The unit amenities will include covered entries, nine foot ceilings in the living room and all bedrooms, microwave ovens, storage closets, self-cleaning ovens, refrigerators with icemakers, covered patios and high speed internet service to all units.

II. City Support Resolution Request:

TX ERA 2017, Ltd will be submitting an application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of 2017 9% housing tax credits (HTC) in connection with the proposed Development. The tax credit applications are due into TDHCA on or before March 1, 2017. TDHCA is the agency in Texas that administers several federally funded programs including the HTC program. The tax credit application and selection process for HTC is extremely complex and competitive. The application process is point based.

We respectfully request to receive a support resolution from the City of San Angelo for The Trails at San Angelo development. A support resolution template has been attached to this letter. We have met with several city leaders and they have all expressed the need for new affordable living with close proximity to Goodfellow Air Force Base.

We appreciate the opportunity to submit this project summary to the City of San Angelo, and look forward to working with the City in developing a quality development in your community and to continue to revitalize the area.

Sincerely,

Respectfully,
Generation Housing Development, LLC

Adrian Iglesias
President

8641 5th Street #5 | Frisco, Texas 75034
214.494.4223 – Phone | 512.961.8048 Fax

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 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

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Base rate (1x week trash & every other week recycling)	$13.47	$13.86	$14.26	$14.68	$15.10	$15.54	$15.99	$16.45	$16.93	$17.42	$17.93
Bulk collections (every other week)	$0.50	$0.51	$0.53	$0.54	$0.56	$0.58	$0.59	$0.61	$0.63	$0.65	$0.67
Additional cart fee – trash	$5.00	$5.15	$5.29	$5.45	$5.61	$5.77	$5.94	$6.11	$6.28	$6.47	$6.65
Additional cart fee – recycling (beyond 2 carts)	$1.25	$1.29	$1.32	$1.36	$1.40	$1.44	$1.48	$1.53	$1.57	$1.62	$1.66
Replacement cart fee	$65.00	$66.89	$68.82	$70.82	$72.87	$74.99	$77.16	$79.40	$81.70	$84.07	$86.51
Cart delivery fee	$20.00	$20.58	$21.18	$21.79	$22.42	$23.07	$23.74	$24.43	$25.14	$25.87	$26.62
Out-of-cycle bulk											
Trip charge	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
Per cubic yard	$25.00	$25.73	$26.47	$27.24	$28.03	$28.84	$29.68	$30.54	$31.42	$32.34	$33.27
Charge for recyclables	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50

tonnage <500 tons/month for prior year											

(b) Commercial service. It shall be the duty of all commercial customers to subscribe to a commercial garbage collection service which is licensed by the city. Those commercial customers that generate special types of garbage that are not covered by an exclusive contract entered into by the city shall be allowed to use any other garbage collection service duly permitted by the city.

(1) Exception. Notwithstanding the foregoing, a commercial, institutional or industrial business may, by obtaining a permit from the sanitation inspector, haul its own garbage, trash and debris provided it uses its own employees and vehicles for hauling, and those vehicles conform to the requirements of vehicles used by licensed collectors as set forth in article 11.04 of the Code of Ordinances; provided, however, no business engaged in food handling, such as a restaurant, quick food or take-out food business, may haul its own garbage but must subscribe to a licensed hauler to insure the orderly and regular removal of rapidly deteriorating garbage.

(2) Nonresidential service charges.

Nonresidential Collections - Trash

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
96 Gallon cart											
1x per week	$23.00	$23.67	$24.35	$25.06	$25.79	$26.53	$27.30	$28.10	$28.91	$29.75	$30.61
2x per week	$46.00	$47.33	$48.71	$50.12	$51.57	$53.07	$54.61	$56.19	$57.82	$59.50	$61.22
3x per week	$69.00	$71.00	$73.06	$75.18	$77.36	$79.60	$81.91	$84.29	$86.73	$89.25	$91.83
4x per week	-	-	-	-	-	-	-	-	-	-	-
5x per week	-	-	-	-	-	-	-	-	-	-	-
6x per week	-	-	-	-	-	-	-	-	-	-	-
Extra pick up	$15.00	$15.44	$15.88	$16.34	$16.82	$17.30	$17.81	$18.32	$18.85	$19.40	$19.96
Extra cart	$17.00	$17.49	$18.00	$18.52	$19.06	$19.61	$20.18	$20.77	$21.37	$21.99	$22.63
2 Cubic Yard Dumpster											
1x per week	$73.00	$75.12	$77.30	$79.54	$81.84	$84.22	$86.66	$89.17	$91.76	$94.42	$97.16
2x per week	$120.00	$123.48	$127.06	$130.75	$134.54	$138.44	$142.45	$146.58	$150.84	$155.21	$159.71

3x per week	$152.75	$157.18	$161.74	$166.43	$171.25	$176.22	$181.33	$186.59	$192.00	$197.57	$203.30
4x per week	$187.00	$192.42	$198.00	$203.75	$209.65	$215.73	$221.99	$228.43	$235.05	$241.87	$248.88
5x per week	$217.00	$223.29	$229.77	$236.43	$243.29	$250.34	$257.60	$265.07	$272.76	$280.67	$288.81
6x per week	$253.00	$260.34	$267.89	$275.66	$283.65	$291.88	$300.34	$309.05	$318.01	$327.23	$336.72
Extra pick up	$22.50	$23.15	$23.82	$24.51	$25.23	$25.96	$26.71	$27.48	$28.28	$29.10	$29.95
3 Cubic Yard Dumpster											
1x per week	$95.00	$97.76	$100.59	$103.51	$106.51	$109.60	$112.78	$116.05	$119.41	$122.87	$126.44
2x per week	$149.75	$154.09	$158.56	$163.16	$167.89	$172.76	$177.77	$182.93	$188.23	$193.69	$199.31
3x per week	$199.13	$204.90	$210.85	$216.96	$223.25	$229.73	$236.39	$243.25	$250.30	$257.56	$265.03
4x per week	$251.25	$258.54	$266.03	$273.75	$281.69	$289.86	$298.26	$306.91	$315.81	$324.97	$334.40
5x per week	$297.75	$306.38	$315.27	$324.41	$333.82	$343.50	$353.46	$363.71	$374.26	$385.11	$396.28
6x per week	$341.25	$351.15	$361.33	$371.81	$382.59	$393.69	$405.10	$416.85	$428.94	$441.38	$454.18
Extra pick up	$29.50	$30.36	$31.24	$32.14	$33.07	$34.03	$35.02	$36.04	$37.08	$38.16	$39.26
4 Cubic Yard Dumpster											
1x per week	$117.00	$120.39	$123.88	$127.48	$131.17	$134.98	$138.89	$142.92	$147.06	$151.33	$155.72
2x per week	$179.50	$184.71	$190.06	$195.57	$201.25	$207.08	$213.09	$219.27	$225.63	$232.17	$238.90
3x per week	$245.50	$252.62	$259.95	$267.48	$275.24	$283.22	$291.44	$299.89	$308.58	$317.53	$326.74
4x per week	$315.50	$324.65	$334.06	$343.75	$353.72	$363.98	$374.53	$385.40	$396.57	$408.07	$419.91
5x per week	$378.50	$389.48	$400.77	$412.39	$424.35	$436.66	$449.32	$462.35	$475.76	$489.56	$503.76
6x per week	$429.50	$441.96	$454.77	$467.96	$481.53	$495.50	$509.87	$524.65	$539.87	$555.52	$571.63
Extra pick up	$36.00	$37.04	$38.12	$39.22	$40.36	$41.53	$42.74	$43.98	$45.25	$46.56	$47.91
6 Cubic Yard Dumpster											
1x per week	$146.25	$150.49	$154.86	$159.35	$163.97	$168.72	$173.62	$178.65	$183.83	$189.16	$194.65
2x per week	$247.50	$254.68	$262.06	$269.66	$277.48	$285.53	$293.81	$302.33	$311.10	$320.12	$329.40
3x per week	$337.50	$347.29	$357.36	$367.72	$378.39	$389.36	$400.65	$412.27	$424.23	$436.53	$449.19
4x per week	$443.00	$455.85	$469.07	$482.67	$496.67	$511.07	$525.89	$541.14	$556.84	$572.98	$589.60
5x per week	$538.25	$553.86	$569.92	$586.45	$603.46	$620.96	$638.96	$657.49	$676.56	$696.18	$716.37

6x per week	$631.25	$649.56	$668.39	$687.78	$707.72	$728.25	$749.37	$771.10	$793.46	$816.47	$840.15
Extra pick up	$45.00	$46.31	$47.65	$49.03	$50.45	$51.91	$53.42	$54.97	$56.56	$58.20	$59.89
8 Cubic Yard Dumpster											
1x per week	$175.50	$180.59	$185.83	$191.22	$196.76	$202.47	$208.34	$214.38	$220.60	$226.99	$233.58
2x per week	$315.50	$324.65	$334.06	$343.75	$353.72	$363.98	$374.53	$385.40	$396.57	$408.07	$419.91
3x per week	$429.50	$441.96	$454.77	$467.96	$481.53	$495.50	$509.87	$524.65	$539.87	$555.52	$571.63
4x per week	$570.50	$587.04	$604.07	$621.59	$639.61	$658.16	$677.25	$696.89	$717.10	$737.89	$759.29
5x per week	$698.00	$718.24	$739.07	$760.50	$782.56	$805.25	$828.61	$852.63	$877.36	$902.80	$928.99
6x per week	$832.75	$856.90	$881.75	$907.32	$933.63	$960.71	$988.57	$1,017.24	$1,046.74	$1,077.09	$1,108.33
Extra pick up	$55.00	$56.60	$58.24	$59.93	$61.66	$63.45	$65.29	$67.18	$69.13	$71.14	$73.20
Container Lock Bar Rental	$10.00	$10.29	$10.59	$10.90	$11.21	$11.54	$11.87	$12.22	$12.57	$12.93	$13.31
Extra yardage fee per occurrence	-	-	$30.00	$30.87	$31.77	$32.69	$33.63	$34.61	$35.61	$36.65	$37.71
Temporary 4 CY container (max 60 days for residential use only, excludes construction debris)											
Delivery			$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Removal			$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Collection fee - (per collection)			$38.12	$39.22	$40.36	$41.53	$42.74	$43.98	$45.25	$46.56	$47.91

Nonresidential Container Movement Fee

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Delivery	$50.00	$51.45	$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Swap/Exchange	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
Removal	$50.00	$51.45	$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Relocate	$50.00	$51.45	$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85	$64.67	$66.55
Container lock bar installation	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82

Roll-Off Collections

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Industrial charge over 10 Tons (per ton)		-	-	$50.00	$51.45	$52.94	$54.48	$56.06	$57.68	$59.36	$61.08	$62.85
15 cubic yard container												
_	Haul rate	-	-	$145.00	$149.21	$153.53	$157.98	$162.57	$167.28	$172.13	$177.12	$182.26
	Delivery	-	-	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	-	-	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (Customer called but container not ready for haul)	-	-	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Disposal	Current tipping fee										
	Daily rental	-	-	$3.18	$3.27	$3.36	$3.46	$3.56	$3.66	$3.77	$3.88	$3.99
	Installation/ Maintenance	-	-	-	-	-	-	-	-	-	-	-
20 cubic yard container												

	Haul rate	$175.00	$180.08	$185.30	$190.67	$196.20	$201.89	$207.74	$213.77	$219.97	$226.35	$232.91
	Delivery	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (Customer called but container not ready for haul)	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Disposal	Current tipping fee										
	Daily rental	$3.00	$3.09	$3.18	$3.27	$3.36	$3.46	$3.56	$3.66	$3.77	$3.88	$3.99
	Installation/ Maintenance	-	-	-	-	-	-	-	-	-	-	-
30 cubic yard container												
	Haul rate	$175.00	$180.08	$185.30	$190.67	$196.20	$201.89	$207.74	$213.77	$219.97	$226.35	$232.91
	Delivery	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (customer called but container not ready for haul)	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Disposal	Current tipping fee										
	Daily rental	$3.00	$3.09	$3.18	$3.27	$3.36	$3.46	$3.56	$3.66	$3.77	$3.88	$3.99
	Installation/ Maintenance	-	-	-	-	-	-	-	-	-	-	-
40 cubic yard container												
	Haul rate	$175.00	$180.08	$185.30	$190.67	$196.20	$201.89	$207.74	$213.77	$219.97	$226.35	$232.91
	Delivery	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (Customer called but	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82

	container not ready for haul)											
	Disposal	Current tipping fee										
	Daily rental	$3.00	$3.09	$3.18	$3.27	$3.36	$3.46	$3.56	$3.66	$3.77	$3.88	$3.99
	Installation/ maintenance	-	-	-	-	-	-	-	-	-	-	-
Compactors												
	Haul rate	$225.00	$231.53	$238.24	$245.15	$252.26	$259.57	$267.10	$274.85	$282.82	$291.02	$299.46
	Delivery	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Relocate	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Rolloff dry run (Customer called but container not ready for haul)	$75.00	$77.18	$79.41	$81.72	$84.09	$86.52	$89.03	$91.62	$94.27	$97.01	$99.82
	Disposal	Current tipping fees										
	Daily rental	Negotiated between customer and Republic										
	Installation/ Maintenance	Negotiated between customer and Republic										

Delinquent Accounts Fees

Non-sufficient funds (NSF)	$35.00
Late fees (past 30 days)	5% ($5.00 minimum)
Service interrupt	$35.00

(c) Residential and nonresidential diesel fuel surcharges.

Residential and Nonresidential Diesel Fuel Surcharge

July 2013–June 2014 (12 month avg)* $3.80										
Benchmark Price per Gallon $3.90										
	Fuel Price	**Price Change From Bench-mark**	**Add'l Increase for Fuel**	**Calculation Example**						
				Hypothetical Diesel Fuel Price 12 Month Average (Aug thru July)				**Incremental Change**	**Total Rate Adjustment %**	
Benchmark	**$3.90**									
	$4.00	$0.10	0.23%		1-Aug-14	**Residential Rate**				**$13.97**
	$4.10	$0.20	0.46%			Annual fixed adjustment	2.9%			
	$4.20	$0.30	0.69%	$4.20		Fuel factor (Aug 2014 thru July 2015)	0.69%	0.69%		
	$4.30	$0.40	0.92%			Total rate adjustment (2.9% + (.69%-0) = 3.59% * current rate)			3.59%	$0.50
	$4.40	$0.50	1.15%							**$14.47**
	$4.50	$0.60	1.38%							
	$4.60	$0.70	1.62%		1-Oct-15	**Residential Rate**				**$14.47**
	$4.70	$0.80	1.85%			Annual fixed adjustment	2.9%			
	$4.80	$0.90	2.08%	$4.75		Fuel factor (Aug 2015 thru July 2016)	1.85%	1.15%		
	$4.90	$1.00	2.31%			Total rate adjustment (2.9% + (1.85-.69%) = 4.06% * current rate)			4.06%	$0.59
	$5.00	$1.10	2.54%							**$15.06**
	$5.10	$1.20	2.77%							

	$5.20	$1.30	3.00%		1-Oct-16	**Residential Rate**				**$15.06**
	$5.30	$1.40	3.23%			Annual fixed adjustment	2.9%			
	$5.40	$1.50	3.46%	$4.15		Fuel factor (Aug 2016 thru July 2017)	0.46%	-1.38%		
	$5.50	$1.60	3.69%			Total rate adjustment (2.9% + (.46%-1.85%) = 1.51% * current rate)			1.51%	$0.23
	$5.60	$1.70	3.92%							**$15.29**
	$5.70	$1.80	4.15%							
	$5.80	$1.90	4.38%		1-Oct-17	**Residential Rate**				**$15.29**
	$5.90	$2.00	4.62%			Annual fixed adjustment	2.9%			
	$6.00	$2.10	4.85%	$4.36		Fuel factor (Aug 2017 thru July 2018)	0.92%	0.46%		
	$6.10	$2.20	5.08%			Total rate adjustment (2.9% + (.92%-.46%) = 3.36% * current rate)			3.36%	$0.51
	$6.20	$2.30	5.31%							**$15.80**
	$6.30	$2.40	5.54%							
	$6.40	$2.50	5.77%							
	$6.50	$2.60	6.00%							
	$6.60	$2.70	6.23%							
	$6.70	$2.80	6.46%							
	$6.80	$2.90	6.69%							
	$6.90	$3.00	6.92%		Although example above is for residential, the fuel calculation method applies to all rates for services with the exception of delinquent account fees.					
	$7.00	$3.10	7.15%							
	$7.10	$3.20	7.38%		Look back period: August – July					
	$7.20	$3.30	7.62%							

	$7.30	$3.40	7.85%							
	$7.40	$3.50	8.08%		*Source: Weekly Gulf Coast No 2 Diesel ultra low sulfur (0-15 ppm) retail prices (dollars per gallon)					

(1996 Code, app. A, sec. 8.1500; Ordinance adopted 8/3/04; Ordinance adopted 3/21/06; sec. 4, Ordinance adopted 12/5/06; sec. 1, Ordinance adopted 9/27/12; secs. 1–6, Ordinance adopted 7/15/14)

Sec. A8.018 Fee for permit to collect garbage

Permits shall be issued to qualified applicants for a period of one year; provided, however, that qualified holders of a permit shall be required to pay an initial permit fee of two hundred dollars ($200.00) for the first year. Thereafter an annual fee of twenty-five dollars ($25.00) or two percent (2%) of the gross receipts, whichever is larger, shall be charged. All permits granted shall be non-transferable and may be revoked by the council after ten (10) days' notice and hearing before the council upon a finding by the council that the holder thereof is operating under his permit in such a manner as to be detrimental to the public safety, health or the general welfare of the city. (1959 Code, sec. 11-3-4; 1996 Code, app. A, sec. 8.1600; sec. 4, Ordinance adopted 12/5/06)

Sec. A8.019 Landfill charges

Landfill Tipping Fees

*All Landfill Tipping Fees subject to one 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

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Brush (per ton)												
	Municipal host fee	-	-	-	-	-	-	-	-	-	-	-

	County host fee	-	-	-	-	-	-	-	-	-	-	-
	Area host fee	-	-	-	-	-	-	-	-	-	-	-
Class II special waste (per ton)												
	Municipal host fee	$1.29	$1.33	$1.36	$1.40	$1.44	$1.48	$1.52	$1.56	$1.60	$1.65	$1.69
	County host fee	$1.32	$1.36	$1.39	$1.43	$1.47	$1.51	$1.55	$1.60	$1.64	$1.69	$1.73
	Area host fee	$1.32	$1.36	$1.39	$1.43	$1.47	$1.51	$1.55	$1.60	$1.64	$1.69	$1.73
Liquids (per gallon)												
	Municipal host fee	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
	County host fee	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
	Area host fee	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
Asbestos–Non-friable (per yard)												
	Municipal host fee	$2.15	$2.21	$2.27	$2.33	$2.40	$2.46	$2.53	$2.60	$2.67	$2.74	$2.82
	County host fee	$2.25	$2.31	$2.38	$2.44	$2.51	$2.58	$2.65	$2.72	$2.80	$2.87	$2.95
	Area host fee	$2.25	$2.31	$2.38	$2.44	$2.51	$2.58	$2.65	$2.72	$2.80	$2.87	$2.95
Animal waste–paunch recycled (per yard)												
	Municipal host fee	$0.32	$0.33	$0.34	$0.35	$0.36	$0.37	$0.38	$0.39	$0.40	$0.41	$0.42
	County host fee	$0.36	$0.37	$0.38	$0.39	$0.40	$0.41	$0.42	$0.44	$0.45	$0.46	$0.47
	Area host fee	$0.36	$0.37	$0.38	$0.39	$0.40	$0.41	$0.42	$0.44	$0.45	$0.46	$0.47
White goods/appliances–freon removed (each)												
	Municipal host fee	-	-	-	-	-	-	-	-	-	-	-
	County host fee	-	-	-	-	-	-	-	-	-	-	-
	Area host fee	-	-	-	-	-	-	-	-	-	-	-

White goods/appliances–with freon (each)												
	Municipal host fee	-	-	-	-	-	-	-	-	-	-	-
	County host fee	-	-	-	-	-	-	-	-	-	-	-
	Area host fee	-	-	-	-	-	-	-	-	-	-	-
Untarped/unsecured load fees		$10.00	$10.28	$10.56	$10.85	$11.15	$11.45	$11.77	$12.09	$12.42	$12.77	$13.12

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

<u>Tipping Fees at the Landfill</u>

- 0 – 1,000 lbs charged at ½ 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 ½ 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 ½ 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: Carl White, Parks and Recreation Director, Parks and Recreation, 325-657-4450

Meeting Date: February 21, 2017

Item type: Regular Item

Caption:

First public hearing of an ordinance amending Chapter 7 "Health and Sanitation" Sections 7.05.006 "Prohibition of Smoking in Outdoor Sports Areas" and 7.05.008 "Where Smoking not Regulated" of the Code of Ordinances, providing for severability and an effective date - (Presentation by Parks & Recreation Director Carl White)

Summary/History:

After several meetings of discussion, the Parks and Recreation Advisory Board passed a recommendation to amend the exiting ordinance related to smoking. Attached is a red-lined version of those recommended changes.

Discussions of the Board included the existing ordinance, what problems and concerns we are encountering now, what other Texas cities are doing about the matter and what amendments we might want to consider. In the end, the consensus of the Board was to prohibit smoking at recreation amenities, excluding the parks at Lake Nasworthy.

In essence, the proposed amendments are fairly simple. What is essentially added is the following:
* smoking to be prohibited within 50 feet of park amenities including but not limited to tennis courts, playgrounds, restrooms, volleyball courts and miniature golf courses.
* smoking to be prohibited within the fenced or enclosed areas around swimming pools.
* smoking not prohibited at city parks and outdoor amenities located at Lake Nasworthy.

The Board discussed how this amended ordinance would be enforced. Basically, the ordinance would be enforced based on a complaint basis. The hope is the amended ordinance would help create a new culture where smoking in the areas prohibited above becomes self-policing.

Financial Impact:

There is nominal financial impact for adopting this ordinance. Adoption will require us to post some additional signage at an estimated total cost of about $800.

Other Information/Recommendation:

Attachments:

1.	Smoking Ordinance proposed amendments	17-069 Smoking near park amenities ordinance change.docx
2.	Presentation Smoking Ordinance re: parks	Smoking Ordinance re Parks Council Presentation.pptx
3.	Ordinance	17-069_PARKS_OUTDOOR_SMOKE_ORD.docx

Presentation:

PowerPoint

Approvals/Reviews:

Carl White	Created/Initiated

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

Sec. 7.05.006 Prohibition of smoking in City owned or operated outdoor ~~sports~~ areas

Smoking is prohibited in the the following outdoor areas owned or operated by the City of San Angelo:

(1) seating areas of all outdoor sports arenas, stadiums, and amphitheaters

(2) ~~Smoking is also prohibited in the~~ seating areas of golf courses and public parks where people are assembled to witness sports or other events

(3) Within 50 feet of park amenities including but not limited to tennis courts, playgrounds, restrooms, volleyball courts, and miniature golf courses.

(4) Within the fenced or enclosed areas around swimming pools.

Sec. 7.05.008 Where smoking not regulated

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of this article:

(1) Private clubs that have no employees, except when members of the public are present.

(2) This exemption shall not apply if the smoke from such clubs infiltrates into an area where smoking is prohibited under the provisions of this article. This exemption also shall not apply to any organization that is established for the purpose of avoiding compliance with this article.

(3) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty-five percent (25%) of rooms rented to guests in a hotel or motel may be so designated.

(4) A retail tobacco store that as of the date of enactment of this article was operating as a retail tobacco store, if all of the following requirements are met:

(A) Smoke from the retail tobacco store does not migrate into an enclosed area where smoking is prohibited pursuant to this article;

(B) The retail tobacco store satisfactorily reports on an annual basis to the environmental health department, on a form prescribed by the environmental health department, the revenue generated from the sale of tobacco products as a percentage of quarterly gross revenue. The environmental health department shall determine whether any additional documentation is required of the retail tobacco store to authenticate or verify the revenue data submitted; and

(C) The retail tobacco store does not expand in size or change its location after the date of enactment of this article.

(5) Patios and outdoor seating and serving areas attached to a restaurant or bar in compliance with section 7.05.007. This exemption shall not apply to any business that is established for the purpose of avoiding compliance with this article.

(6) A designated smoking area in a bingo hall or bingo parlor that:

(A) Is a separate room closed off from the remainder of the facility;

(B) Has ingress and egress to the outside of the facility, separate from ingress and egress to non-smoking parts of the facility; and

(C) Has an air handling HVAC system separate from the system for non-smoking parts of the facility

(7) City parks and outdoor park amenities located at Lake Nasworthy.

(Ordinance adopted 1/11/11)

City Council

February 21, 2017

Smoking ordinance amendment

- Board discussion:
  - Existing ordinance re: parks and rec. facilities,
  - Current concerns,
  - What other cities are doing,
  - Recommendation.

Smoking ordinance amendment

- Recommended amendments:
  - Smoking to be prohibited within 50 ft. of park amenities,
  - Smoking to be prohibited within the fenced/enclosed areas around swimming pools,
  - Smoking not prohibited at city parks and outdoor amenities located at Lake Nasworthy.
- Enforcement.

City Council

February 21, 2017

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 7 "HEALTH AND SANITATION" SECTIONS 7.05.006 "PROHIBITION OF SMOKING IN OUTDOOR SPORTS AREAS" AND 7.05.008 "WHERE SMOKING NOT REGULATED" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2011 the City of San Angelo enacted an ordinance banning smoking in many public places; and

WHEREAS, under the 2011 ordinance, it is still possible to smoke in many areas of City parks where children congregate; and

WHEREAS, the City Council wishes to expand the prohibition on smoking in outdoor areas where children congregate to protect the health, safety and welfare of the citizens of the City of San Angelo.

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

1) **THAT** the Code of Ordinances of the City of San Angelo, Texas Chapter 7 "HEALTH AND SANITATION", SECTION 7.05.006 "Prohibition of smoking in outdoor sports areas" is hereby amended to read in its entirety as follows:

"Sec. 7.05.006 Prohibition of smoking in City owned or operated outdoor areas

Smoking is prohibited in the following outdoor areas owned or operated by the City of San Angelo:

(1) seating areas of all outdoor sports arenas, stadiums, and amphitheaters

(2) seating areas of golf courses and public parks where people are assembled to witness sports or other events

(3) Within 50 feet of park amenities including but not limited to tennis courts, playgrounds, restrooms, volleyball courts, and miniature golf courses.

(4) Within the fenced or enclosed areas around swimming pools."

2) **THAT** the Code of Ordinances of the City of San Angelo, Texas Chapter 7 "HEALTH AND SANITATION" 7.05.008 "Where Smoking Not Regulated" is amended to read in its entirety as follows:

"Sec. 7.05.008 Where smoking not regulated

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of this article:

(1) Private clubs that have no employees, except when members of the public are present.

(2) This exemption shall not apply if the smoke from such clubs infiltrates into an area where smoking is prohibited under the provisions of this article. This exemption also shall not apply to any organization that is established for the purpose of avoiding compliance with this article.

(3) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty-five percent (25%) of rooms rented to guests in a hotel or motel may be so designated.

(4) A retail tobacco store that as of the date of enactment of this article was operating as a retail tobacco store, if all of the following requirements are met:

(A) Smoke from the retail tobacco store does not migrate into an enclosed area where smoking is prohibited pursuant to this article;

(B) The retail tobacco store satisfactorily reports on an annual basis to the environmental health department, on a form prescribed by the environmental health department, the revenue generated from the sale of tobacco products as a percentage of quarterly gross revenue. The environmental health department shall determine whether any additional documentation is required of the retail tobacco store to authenticate or verify the revenue data submitted; and

(C) The retail tobacco store does not expand in size or change its location after the date of enactment of this article.

(5) Patios and outdoor seating and serving areas attached to a restaurant or bar in compliance with section 7.05.007. This exemption shall not apply to any business that is established for the purpose of avoiding compliance with this article.

(6) A designated smoking area in a bingo hall or bingo parlor that:

(A) Is a separate room closed off from the remainder of the facility;

(B) Has ingress and egress to the outside of the facility, separate from ingress and egress to non-smoking parts of the facility; and

(C) Has an air handling HVAC system separate from the system for non-smoking parts of the facility

(7) City parks and outdoor park amenities located at Lake Nasworthy."

3) THAT all remaining provisions not amended by this ordinance remain in full force and effect.

4) 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 with public hearing on the 21st day of February, 2017, and finally PASSED, APPROVED and ADOPTED on this the 7th day of March, 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: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: February 21, 2017

Item type: Regular Item

Caption:

Consider the following items related to the dis-annexation of properties generally located north of F.M. 380 and east of U.S. Highway 67 & 277, and authorization for the City Manager to negotiate and execute any related documents:
1. First reading and public hearing for an Ordinance,
2. An Interlocal Development Agreement by and between the City of San Angelo and Tom Green County, and
3. A First Amendment to a Memorandum of Understanding by and between the City of San Angelo and Tom Green County - (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 an Interlocal Development Agreement, 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. To further facilitate this, there is also a First Amendment to a Memorandum of Understanding.

Financial Impact:

N/A

Other Information/Recommendation:

This item does not require review and approval from the Planning Commission.

Attachments:

1.	Draft Dis-Annexation Ordinance	Dis-Annexation Ordinance.docx
2.	Draft Interlocal Development Agreement	Interlocal Development Agreement.docx
3.	Draft 1st Amendment To MOU	First Amendment to MOU.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

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE DISANNEXATION OF CERTAIN LAND BEING 184.627 ACRES MORE OR LESS LOCATED NORTH OF F.M. 380 AND EAST OF U.S. HIGHWAYS 67 AND 277; PROVIDING FOR NON-SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Texas Local Government Code Section 43.142 provides that a home-rule municipality may disannex an area in the municipality according to rules as may be provided by the charter of the municipality and not inconsistent with the procedural rules prescribed by Chapter 43; and

WHEREAS; Sections 2 of the City of San Angelo City Charter ("Charter") provides that the corporate limits of the City shall be as heretofore or hereinafter established by the City Council or the people; and'

WHEREAS, Section 3 of the Charter provides that the City Council shall have the power, after public hearing, of fixing the boundaries of the City; and,

WHEREAS, Tom Green County, the owner of certain territory within the City's Corporate limits being 184.627 acres more or less, generally located north of F.M. 380 and east of U.S. Highways 67 and 277, as more particularly described and depicted on **Exhibit "A" to Attachment 1** hereto ("Territory"), has petitioned City Council to disannex the Territory; and,

WHEREAS, the petitioner acknowledges, and City Council finds, that during the time that the Territory has been located within the City's Corporate Limits the amount of property taxes collected by the City was roughly proportional to the amount of money the City spent for the direct benefit of the area during that period; and, therefore, the City shall not be required to refund any taxes or fees to the petitioner; and,

WHEREAS, the petitioner acknowledges, and City Council finds, that the petition does not allege that the City Council failed or refused to provide services or to cause services to be provided within the Territory within a time period required by statute or specified in a service plan prepared for the Territory; and, therefore, the disannexation does not fall under the purview of Texas Local Government Code Section 43.141; and

WHEREAS, the petitioner acknowledges, and City Council finds, that the Territory to be disannexed does not include the disannexation of a road or highway; and

WHEREAS, proper notice of public hearing upon this ordinance has been posted in accordance with applicable law and on February 21, 2017, City Council held a public hearing and permitted interested persons and the general public to give testimony and express opinions as to the merits of the proposed disannexation;

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

SECTION 1. The above findings are hereby determined to be true and are incorporated for all purposes as if fully set out herein;

SECTION 2. The petition for disannexation requested by Tom Green County is attached hereto as **Attachment 1**; and is hereby incorporated for all purposes as if fully set out herein.

SECTION 3. As of the effective date of this Ordinance, the land and territory described as follows, are hereby disannexed from the corporate limits of the City of San Angelo, Texas, and said territory as described shall hereafter be removed from the boundary limits of said City, and the present boundary limits of the City of San Angelo, Texas, are altered and amended so as to remove the territory from the corporate limits of the City;

> 184.627 +/- acres of land located in Tom Green County, State of Texas, generally located north of F.M. 380 and east of U.S. Highways 67 and 277, as more particularly described and depicted on **Exhibit "A" to Attachment 1** hereto and incorporated by reference thereto as part of this ordinance.

SECTION 4 . As of the effective date of this Ordinance, the land and territory so described and so amended shall no longer be part of the City of San Angelo, Texas and the land and territory shall no longer bear any of the taxes levied by the City of San Angelo, Texas and the future inhabitants thereof shall no longer be entitled to any rights or privileges as citizens; nor shall they be bound by the acts, ordinances, resolutions, and regulations of the City of San Angelo, Texas, as such shall be limited in application to the citizens and corporate limits of said City.

SECTION 4. As of the effective date of this Ordinance, the Service Plan previously adopted for the subject property is no longer in effect as to the subject property only.

SECTION 5. This Ordinance is not severable.

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

THE CITY OF SAN ANGELO

_____

Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

_____

Bryan Kendrick, City Clerk

_____

Theresa James, City Attorney

Attachment 1

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.

_____
Notary Public, State of Texas
My commission expires: 11-16-2020

SANDRA KENNEY
Notary Public
STATE OF TEXAS
ID#714631-3
My Comm. Exp. Nov. 16, 2020

122 West Harris ☆ San Angelo, Texas 76903 ☆ (325) 653-3318 ☆ (325) 659-3258 Fax
e-mail☆steve.floyd@co.tom-green.tx.us
Affirmative Action/Equal Opportunity Employer

Exhibit “A”

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° 25' 58", arc length of 1723.66 feet and whose long chord bears N. 23° 01' 17" E. (Called N. 23° 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° 43' 14", arc length of 109.00 feet and whose long chord bears N. 06° 33' 19" W. (Called N. 06° 33' 50" W.) 108.99 feet to a ½" 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° 15' 21", arc length of 413.09 feet and whose long chord bears N. 12° 58' 49" E. (Called N. 12° 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° 49' 19" E. (Called N. 32° 48' 45" E.) 325.15 feet to a found punch mark in brass disk right-of-way marker;

Thence N. 27° 59' 43" E. (Called N. 27° 59' 12" E.) 184.45 feet to a ½" iron pipe found for a northwest corner of this tract and from which a fence post bears N. 37° 34' 48" E. 3.07 feet;

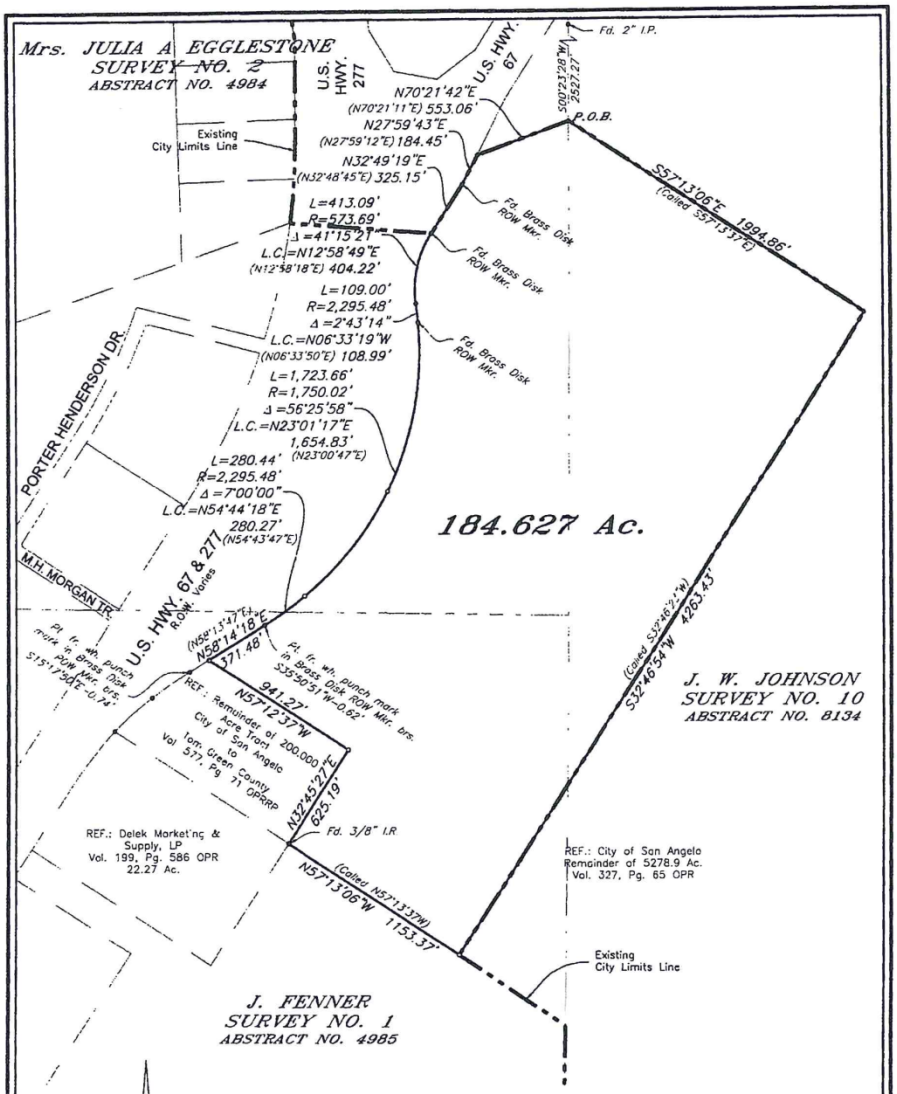
Thence N. 70° 21' 42" E. (Called N. 70° 21' 11" E.) 553.06 feet to the point of beginning and containing an area of 184.627 acres of land.

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

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


Mrs. JULIA A. EGGLESTONE
SURVEY NO. 2
ABSTRACT NO. 4984
U.S. HWY. 277
U.S. HWY. 67
Fd. 2" I.P.
S00°23'28"W 2527.27'
P.O.B.
N70°21'42"E
(N70°21'11"E) 553.06'
N27°59'43"E
(N27°59'12"E) 184.45'
N32°49'19"E
(N32°48'45"E) 325.15'
Existing City Limits Line
L=413.09'
R=573.69'
Δ=41°15'21"
L.C.=N12°58'49"E
(N12°58'18"E) 404.22'
L=109.00'
R=2,295.48'
Δ=2°43'14"
L.C.=N06°33'19"W
(N06°33'50"E) 108.99'
L=1,723.66'
R=1,750.02'
Δ=56°25'58"
L.C.=N23°01'17"E
1,654.83'
(N23°00'47"E)
L=280.44'
R=2,295.48'
Δ=7°00'00"
L.C.=N54°44'18"E
280.27'
(N54°43'47"E)
Fd. Brass Disk ROW Mkr.
Fd. Brass Disk ROW Mkr.
Fd. Brass Disk ROW Mkr.
S57°13'06"E 1994.86'
(Called S57°13'37"E)
PORTER HENDERSON DR.
M.H. MORGAN TR.
U.S. HWY. 67 & 277
R.O.W. Varies
184.627 Ac.
(N58°13'47"E)
N58°14'18"E
371.48'
Pt. fr. wh. punch mark in Brass Disk ROW Mkr. brs.
S15°17'50"E-0.74'
Pt. fr. wh. punch mark in Brass Disk ROW Mkr. brs.
S35°50'51"W-0.62'
N57°12'37"W
941.27'
REF.: Remainder of 200.000 Acre Tract to City of San Angelo Tom Green county Vol 571, Pg 71 OPRRP
N32°45'27"E
625.19'
Fd. 3/8" I.R.
(Called S32°46'2"W)
S32°46'54"W 4263.43'
J. W. JOHNSON
SURVEY NO. 10
ABSTRACT NO. 8134
REF.: Delek Marketing & Supply, LP
Vol. 199, Pg. 586 OPR
22.27 Ac.
REF.: City of San Angelo
Remainder of 5278.9 Ac.
Vol. 327, Pg. 65 OPR
(Called N57°13'37"W)
N57°13'06"W 1153.37'
Existing City Limits Line
J. FENNER
SURVEY NO. 1
ABSTRACT NO. 4985
N
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 ½" Iron Pipe or Rod (unless otherwise noted)
Set ½" 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
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636
STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL LAND SURVEYOR
15-E-1560

INTERLOCAL DEVELOPMENT AGREEMENT
By and Between
the CITY OF SAN ANGELO and TOM GREEN COUNTY

This Interlocal Development Agreement ("Agreement") is entered into by and between City of San Angelo, Texas, a home rule city located in Tom Green County, Texas ("City"), and Tom Green County, a legal and political subdivision of the State of Texas ("TGC").

RECITALS

WHEREAS, Tom Green County has applied for a Planned Development (PD16-02) relating to development of a new county jail facility on a _____ acre tract of land located in the corporate limits of the City, in northeast San Angelo, east of the point where south bound Highway 277 merges with southbound Highway 67 (hereinafter "Jail Facility" or "PD"); and,

WHEREAS, TGC has filed a preliminary PD with the City setting forth a development plan for a new county jail facility on a parcel of land described therein that is entirely owned by the county; and,

WHEREAS, TGC and City entered into a Memorandum Of Understanding pursuant to which TGC shall be responsible for construction of certain infrastructure, including extension of sewer main and certain road improvements for access relating to the proposed Jail Facility (the "MOU"); and,

WHEREAS, TGC and City entered into an Interlocal Agreement for Subdivision Regulation within the Extra Territorial Jurisdiction of City, authorizing City to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the entire extraterritorial jurisdiction of the City; and,

WHEREAS, TGC has requested disannexation of the property specifically designated in the PD (the "Property) and a guarantee of extra territorial jurisdiction status with City, for purposes of facilitating the county's eligibility for state funding of necessary infrastructure, and,

WHEREAS, in response to the request of TGC, City has proposed an ordinance disannexing the PD, to become effective February 21, 2017; and,

WHEREAS, TGC and City may enter into an Interlocal Development Agreement effective upon disannexation pursuant to Chapter 791 of the Texas Government Code and Section 212.172 of the Texas Local Government Code, guaranteeing the continued extraterritorial status of the PD for a stated number of years, extending City's planning authority over the PD by continuing the development plan proposed in PD16-02, filed by the county, and authorizing enforcement by City of certain of its land use and development regulations in the same manner the regulations are enforced within the City's corporate boundaries; and,

WHEREAS, the Parties agree it is in their best interests, and in the best interests of the citizens of City and TGC, to work together on the development of the new county jail facility and related infrastructure substantially in conformance with the provisions of the PD, including application of

certain of City's regulatory development and zoning ordinances consistent with City's Comprehensive Plan;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, City and Tom Green County agree as follows:

TERMS

1. Recitals. The recitals set forth above are true and correct and are adopted by the parties as part of this Agreement.

2. Effective Date. This Agreement shall become effective upon the effective date of the City ordinance disannexing the Property described in EXHIBIT "A" to the PETITION REQUESTING DIS-ANNEXATION BY AREA LANDOWNERS, executed by Stephen C. Floyd, County Judge, Tom Green County, addressed to the Mayor and governing body of the City of San Angelo, Texas, dated December 27, 2016, a true and correct copy of which is attached hereto as **"Attachment 1"** , and made a part hereof for all purposes.

3. Term. This Agreement shall continue in effect for a term of four (4) years from and after the Effective Date herein provided for.

4. Reaffirmation of MOU. The Parties reaffirm the terms and conditions of the Memorandum of Understanding by and between TGC and City, dated October 4, 2016, and incorporate the terms and conditions of said MOU by reference thereto the same as if fully set forth herein.

5. Reaffirmation of Interlocal Agreement for Subdivision Regulation in the ETJ. The parties hereto acknowledge and reaffirm the terms of the Interlocal Agreement for Subdivision Regulation within the Extra Territorial Jurisdiction (ETJ) of City dated April 1, 2014, by and between TGC and City, authorizing City to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the entire extraterritorial jurisdiction of the City.

6. Conformance with PD16-02. County shall proceed to develop the Jail Facility substantially in conformance with the concept plan and the terms and conditions described in PD16-02, a true and correct copy of which is attached hereto as **Attachment 2**, and in conformance with the terms and conditions of the MOU, except as may be otherwise agreed to in writing executed by officers of each party pursuant to authority of its governing body. Prior to occupancy of any improvement to be constructed in accordance with PD16-02, County shall finally plat the PD in accordance with PD16-02.

7. Use and Application of Zoning Restrictions. During the term of this Agreement TGC shall not use the property for any use other than county Jail Facility pursuant to the terms and conditions of the PD (hereinafter "Primary Use"). During the term of this Agreement, the City's Light Manufacturing (ML) Zoning District regulations and restrictions shall apply to the Property to the extent consistent with the Primary Use. In no event shall owner make any use of the Property or any portion thereof, including any use subsidiary or incidental to the Primary Use, that would be in violation of the City's Light Manufacturing Zoning District's allowed uses, regulations and restrictions.

8. Prohibited Construction or Subdivision. Except as provided at Section 7 above, TGC covenants and agrees that it shall not construct, or permit to be constructed, any building or improvement on the Property in violation of the concept plan of the PD and that would require a building permit if the construction thereof were within the corporate limits of the City. TGC covenants and agrees that during

the term of this Agreement the owner shall not file any application for subdivision, preliminary subdivision plat, subdivision plat or related development document for all or any portion of the Property with Tom Green County or any governmental entity having jurisdiction other than City.

9. Inspection Services. City shall provide inspection services for the construction of the Jail Facility and related infrastructure constructed by TGC, pursuant to building and construction trade codes adopted by City ordinance that would otherwise be applicable within the corporate limits of City.

10. Utility Service. City shall allow and service disannexed property with necessary utilities installed to City specifications by and at the expense of TGC. City owned utilities shall be provided for charges at applicable fee schedule rates established pursuant to Appendix "A" "Fee Schedule" of the City of San Angelo Code of ordinances, excepting there from application of subsection (a)(6) of Section A8.002.

11. Continuation of Extraterritorial Status. Subject to the covenants, conditions and promises under this Agreement, and provided that the Agreement has not been terminated as herein provided, City shall not reannex the Property and guarantees that the Property shall remain in the extraterritorial jurisdiction of the City for the term of this Agreement.

12. Annexation. Upon expiration of the term of this Agreement, or upon its earlier termination as herein provided, TGC agrees that City shall proceed to annex the Property for purposes of the Jail Facility, and that such annexation be deemed to be with the consent of TGC.

13. Zoning Designation Upon Re-annexation. Property re-annexed pursuant to this Agreement and identified on Exhibit A to **Attachment 1**, platted as herein provided in conformance with the terms and conditions set forth in PD16-02, shall be designated as PD Zoning District and the remainder of the Property shall be designated Light Manufacturing Zoning District (ML) in accordance with applicable City ordinances.

14. Notice to Be Given on Sale or Conveyance. TGC or any other person or entity that sells or conveys the Property or any portion thereof shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. In addition, TGC or its successors and assigns shall give the City written notice within fourteen (14) days of any change in the use of the Property from Jail Facility pursuant to the PD.

15. Agreement Shall Be a Covenant Running with the Land. This Agreement shall be recorded in eal Property Records of Tom Green County, Texas, and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City of San Angelo.

16. Termination. This Agreement shall terminate upon: (1) Owner's failure to continue to use the Property solely for the Primary Use and uses incidental thereto as permitted pursuant to Section 7 entitled "*Use and Application of Zoning Restrictions*", hereinabove or (2) owner's violation of Section 8 entitled, "*Construction or Subdivision Prohibited*", hereinabove.

17. Survival of Provisions. In the event of a termination or expiration of this Agreement for any reason, the parties agree that all provisions that by their meaning or nature are intended to survive termination or expiration shall survive termination or expiration of this Agreement

18. Enforcement. This Agreement may be enforced by TGC or City, or by their successors or assigns, by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

19. Entirety. This Agreement contains all commitments and agreements of the Parties with respect to these matters. No other oral or written commitments of the Parties shall have any force or effect if not contained herein.

20. Ratification. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.

21. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

22. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

23. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

24. Warranty. This Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

25. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in a court of competent jurisdiction in Tom Green County, the location of each of the parties and of the property to which this Agreement pertains.

26. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

27. Notices. Any notice required or permitted to be given to a party under this Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next-day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

City Manager's Office
Attention: City Manager
72 West College Avenue
San Angelo, Texas 76903

If to Tom Green County

Office of the County Judge
Attention: County Judge
122 Harris Avenue
San Angelo, Texas 76903

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

TOM GREEN COUNTY,

By: _____
Stephen C. Floyd, County Judge
acting in his official capacity
and not individually

Email: steve.floyd@co.tom-green.tx.us

DATE: _____, 2017

CITY OF SAN ANGELO, TEXAS

By: _____
Dwain Morrison, Mayor

Email: _____

DATE: _____, 2017

ATTEST:

_____
Bryan Kendrick, City Clerk

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by, STEPHEN C. FLOYD, County Judge, TOM GREEN COUNTY, Texas, on behalf of said county.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by DWAIN MORRISON, Mayor of the CITY OF SAN ANGELO, a Texas home rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____

Theresa James, City Attorney

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CITY OF SAN ANGELO and TOM GREEN COUNTY TEXAS

WHEREAS, the CITY OF SAN ANGELO, Texas ("City") and TOM GREEN COUNTY, Texas ("County" or "TGC") entered into a Memorandum of Understanding on October 4, 2016, relating in part to extension of a sewer line for purposes of servicing a new county jail facility, a copy of which is attached hereto as **Exhibit "A"** (the "MOU"); and,

WHEREAS, the extended sewer line will have the capacity to service Phase II of the San Angelo Business and Industrial Park ("Industrial Park") owned by the City of San Angelo Development Corporation (COSADC); and,

WHEREAS the MOU provides in part that City obtain from COSADC reimbursement of ½ of the proportionate construction costs incurred by the County for construction of that part of the line that may service Phase II of the Industrial Park in the event any lot in the Industrial Park complex adjacent to the sewer main develops, and forward such reimbursement amount to the County Treasurer within 20 days of its receipt. ; and,

WHEREAS, County requires an advance in the sum of $4,000 on the reimbursement obligation;

NOW THEREFORE the City of San Angelo and Tom Green County hereby amend the Memorandum of Understanding by restating part 2. "City's Responsibilities", subparagraph "G" to read as follows:

"G. Obtain reimbursement of ½ of the proportionate construction costs incurred by the County for construction of the line from the City of San Angelo Development Corporation (COSADC) in the event any lot in Phase II of the Industrial Park complex adjacent to the sewer main develops and forward such reimbursement amount to the County Treasurer within 20 days of its receipt. City shall seek an advance from COSDC of $4,000 payable on or before _____ , 2017, which amount shall be credited against COSADC's future obligation for reimbursement of ½ of the proportionate construction costs of the line."

-

All of the terms, conditions and provisions of the MOU not specifically amended by this First Amendment shall remain and continue in full force and effect. This First Amendment to the MOU shall be effective on the last date that it is signed by all of the parties.

CITY OF SAN ANGELO,

BY: _____
Daniel Valenzuela, City Manager

ATTEST: _____
Brian Kendrick, City Clerk

Date: _____ 2017

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

TOM GREEN COUNTY, TEXAS

BY: _____
Stephen C. Floyd, County Judge, acting in
His official capacity and not individually

Date: _____, 2017

Exhibit "A"

MEMORANDUM OF UNDERSTANDING
Between the
the CITY OF SAN ANGELO and TOM GREEN COUNTY

This Memorandum of Understanding (MOU) is entered into by and between City of San Angelo ("City"), and Tom Green County, a legal and political subdivision of the State of Texas ("County").

RECITALS

Whereas, Tom Green County is in the process of constructing a new jail facility; and

Whereas, the construction requires the installation of a sewer system as well as a 60' access easement through City property; and

Whereas, the City of San Angelo is interested in reducing the number of lift stations already existing in the vicinity of the proposed jail; and

Whereas, the Parties agree it is in their best interests to work together on the completion of these projects; and

Whereas, the parties agree that this MOU shall constitute a performance agreement as is necessary for the completion of the City's platting process.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. Recitals. The recitals set forth above are true and correct.

2. City's responsibilities. The City agrees to the following:

   A. Pay all engineering costs associated with the design of the sewer line as shown in Exhibit "A" to this agreement.
   B. Upon completion of the design, provide all relevant documents associated with the design to the County.
   C. Provide inspection services during the construction of the sewer line to ensure it is being constructed according to the design.
   D. Extend a sewer main onto the property of the Fire Training Center and animal shelter.
   E. Allow the County to tie the 4-H center into the gravity sewer line main, if feasible, at the sole cost of the County.
   F. Allow the County to tie into the gravity sewer line main at the Roy Robb Facility and TDCJ Work Camp facilities, if feasible, at the sole cost of the County and abandon any existing infrastructure on County property currently in use in

accordance with the TCEQ requirements for abandonment by Counties of such facilities.

G. Obtain reimbursement of ½ of the proportionate construction costs incurred by the County for the construction of the line from the City of San Angelo Development Corporation in the event any lot in the Industrial Park complex adjacent to the sewer main develops and forward such reimbursement amount to the County Treasurer within 20 days of its receipt.

H. Be responsible for tying the Fire Training Center and animal shelter into the system at the sole cost to the City and abandoning all existing infrastructure in accordance with the TCEQ requirements for abandonment of such facilities.

I. Pay for a written description and recording of a 20 ft. utility easement across County, City, and COSADC property for the sewer line as generally depicted in Exhibit "A" and as mutually agreed upon by the parties.

J. Maintain the sewer line upon its installation and acceptance by the City.

K. Maintain the portion of the roadway that is built to City standards and specifications as depicted in green on Exhibit "B" to this agreement.

3. County's responsibilities. The County agrees to the following:

A. Upon receipt of the sewer line design documents, the County will put the documents out for bid. Upon approval of the bid by the County, award the bid pursuant to all local and state bidding requirements.

B. Pay for surveying, staking, construction and installation of the sewer line according to the design specifications provided by the City.

C. Upon construction of the sewer line execute any documentation necessary to dedicate the sewer line to the City.

D. Be responsible for all costs associated with tying County facilities (4-H, Roy Robb, and TDCJ Work Camp) to the sewer line including the abandonment of current facilities. All abandonments of sewage facilities on shall comply with all TCEQ standards and specifications for Counties.

E. Build to City standards all portions of the road as identified and approved on the City's Thoroughfare plan depicted in green on Exhibit "B" to this agreement.

F. Build to County standards and maintain all portions of the road depicted in pink on Exhibit "B" to this agreement.

G. Pay for a written description and recording of a 60 ft. non-exclusive access easement across City property that will extend east from US Highway 67 and end at the property designated as the site for the jail facility as generally depicted on Exhibit "B" to this agreement and as mutually agreed upon by the parties.

H. The County shall within 3 years of approval of the plat install the required streets and utilities as required on the final plat.

4. Term. This Agreement shall become effective as to each Party when approved and executed by that Party.

5. Entirety. This Agreement contains all commitments and agreements of the Parties with respect to these matters. No other oral or written commitments of the Parties shall have any force or effect if not contained herein.

6. Ratification. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.

7. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

8. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

10. Warranty. This Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in the County to which this Agreement pertains.

12. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

(Signature Page to Follow)

Tom Green County,
a legal and political subdivision
of the State of Texas

By: _____
Stephen C. Floyd, County Judge
acting in his official capacity
and not individually

DATE: 9-22-16.

City of San Angelo, Texas

By: _____
Dwain Morrison, Mayor

DATE: 10-4-16

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

E:\WKD\5642 - Tom Green County\MOUs & MOAs\MOU between COSA TC re sewer line extension 09-01-2016.docx

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 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 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	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, 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:

_____
Jon James, Director of Planning and Development Services

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

City Council

February 7, 2017

2017 Fee Review

Planning	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	$100	$400
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

Planning	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 of Service	Current Fee	Proposed Fee	Financial Impact	Currently Levied By:	Odessa	Midland	Wichita Falls	Abilene
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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Regular Item

Caption:

First public hearing and consider an ordinance amending Appendix A, "Fee Schedule", Article A2.000 "Building and Construction Related Fees", Section A2.001 "General Provisions", restating subpart (c) building valuations and repealing subpart (d) inspections and permits in the ETJ; amending Section A2.002 "Building Permit Fees", restating subpart (f) expedited plan review fees, and adding subpart (g) intermodal container placement fees; amending Section A2.004 "Miscellaneous Permit Fees" by restating subpart (d) "thirty day partial or temporary occupancy permit; amending Section A2.009 "Sign Permit Fees" by adding subpart (e) "public event banner fee"; amending Section A2.010 "General Fees" by adding subpart (g) fee for appeals from building official to the board of adjustment and appeals; amending section a2.012 "permit extensions" by restating said section to provide for permit renewals; repealing Section A2.013 "Licensing" (electrical) – (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. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and ratification of existing fees which have not yet been adopted in an ordinance.

Staff proposes the following fees based on the estimated cost of service and survey of peers. These are new fees for existing services.

- $70 – Construction Board of adjustments and appeals fee
- $15 – Downtown Banner fee
- $75 – Intermodal Containers – Permanent Placement
- $35 – Intermodal Containers – Temporary Placement

Staff proposes removing the fee for electrical licensing as it is now levied by the state. Staff also proposes editing language regarding expediting plan reviews in section 2 of the attached ordinance.

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 $3,485 for the General Fund.

Other Information/Recommendation:

Attachments:

1.	Fee List	Final Fee List - Permits.pdf
2.	Presentation	FIN 170207 Fee Review Discussion.pptx
3.	Ordinance	17-246_PLANN_INSPECTIONS_FEE_ORD.docx

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

City of San Angelo
FY2016-17 Budget
Review of Fee Charges

Department/ Division	Type of Fee/Charge & Qualifiers	Status of Fee	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact	Currently Levied By:	Odessa	Midland	Wichita Falls	Abilene
Permits & Inspections 101-2200	Construction Board of adjustments and appeals fee	New	70.69	$0	$70	$70		No fee	50		100
Permits & Inspections 101-2200	Downtown Banner Fee	New	14.4	$0	$15	$840		Does not allow	75		No data
Permits & Inspections 101-2200	Intermodal containers - Permanent Placement	New	N/A	$0	$75	$1,875		Less than 450 sq. ft. $28.50; Greater than 450 sq. ft. $0.0636 per sq. ft.	Retail: First container $125 + $25 for each additional Other: First container $150 + $25 for each additional	No data	No data
Permits & Inspections 101-2200	Intermodal containers - Temporary Placement	New	N/A	$0	$35	$700		Less than 450 sq. ft. $28.50; Greater than 450 sq. ft. $0.0636 per sq. ft.	Retail: First container $125 + $25 for each additional Other: First container $150 + $25 for each additional	No data	No data
Permits & Inspections 101-2200	Electrical licensing- Initial, Apprentice/Trainees/Helpers	Remove		$10			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Initial, Journeyman	Remove		$50			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Initial, Master License	Remove		$75			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Initial, Residential Wireman	Remove		$25			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Apprentice/Trainees	Remove		$10			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Journeyman	Remove		$15			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Journeyman- Late Fee	Remove		$45			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Master License	Remove		$50			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing- Renewal, Master License - Late Fee	Remove		$150			Section A2.013				
Permits & Inspections 101-2200	Electrical licensing-Renewal, Residential Wireman	Remove		$15			Section A2.013				

City Council

February 21, 2017

2017 Fee Review

Permits	Current Fee	Proposed Fee	Estimated Cost of Service
Construction Board of adjustments and appeals fee	$0	$70	$70.69
Downtown Banner Fee	$0	$15	$14.40
Intermodal containers – Permanent	$0	$75	N/A
Intermodal containers – Temporary	$0	$35	N/A

2017 Fee Review

Survey	Odessa	Midland	Abilene
Construction Board of Adjustments and Appeals	No Fee	$50	$100
Downtown Banner	Not Allowed	$75	No Data
Intermodal containers	<450 sq. ft. - $28.50 / sq. ft. >450 sq. ft. -$0.0636 / sq. ft.	Retail: 1st container $125 + $25 per additional Other: 1st container $150 + $25 per additional	No Data

2017 Fee Review

Permits	Proposed Fee	Financial Impact
Construction Board of adjustments and appeals fee	$70	$70
Downtown Banner Fee	$15	$840
Intermodal containers – Permanent	$75	$1,875
Intermodal containers – Temporary	$35	$700

2017 Fee Review

Removal *	Initial Fee	Renewal Fee	Late Fee
Initial, Apprentice/Trainees/Helpers	$10	$10	
Residential Wireman	$25	$15	
Journeyman	$50	$15	$45
Master License	$75	$50	$150

* Electrical licensing fees are now levied by the state.

City Council

February 21, 2017

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A2.000 "BUILDING AND CONSTRUCTION RELATED FEES", SECTION A2.001 "GENERAL PROVISIONS", RESTATING SUBPART (c) BUILDING VALUATIONS AND REPEALING SUBPART (d) INSPECTIONS AND PERMITS IN THE ETJ; AMENDING SECTION A2.002 "BUILDING PERMIT FEES", RESTATING SUBPART (f) EXPEDITED PLAN REVIEW FEES, AND ADDING SUBPART (g) INTERMODAL CONTAINER PLACEMENT FEES; AMENDING SECTION A2.004 "MISCELLANEOUS PERMIT FEES" BY RESTATING SUBPART (d) "THIRTY DAY PARTIAL OR TEMPORARY OCCUPANCY PERMIT; AMENDING SECTION A2.009 "SIGN PERMIT FEES" BY ADDING SUBPART (e) "PUBLIC EVENT BANNER FEE"; AMENDING SECTION A2.010 "GENERAL FEES" BY ADDING SUBPART (g) FEE FOR APPEALS FROM BUILDING OFFICIAL TO THE BOARD OF ADJUSTMENT AND APPEALS; AMENDING SECTION A2.012 "PERMIT EXTENSIONS" BY RESTATING SAID SECTION TO PROVIDE FOR PERMIT RENEWALS; REPEALING SECTION A2.013 "LICENSING" (ELECTRICAL); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article A2.000 "Building and Construction Related Fees" of Appendix "A" "Fee Schedule", of the Code of Ordinances of the City of San Angelo provides for building permit and inspection fees; and,

WHEREAS, the City Council has reviewed staff's account of Building Inspections Division of the Planning Department permit and inspection fee revenues and related expenses incurred for those services; and,

WHEREAS, City Council desires to adopt permit and inspection fees for services provided by the Building and Inspections Division of the Planning Department that more closely reflect the actual costs to the City in providing those services;

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

Section 1: Section A2.001 "General Provisions" 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, is amended by deleting Subpart (d) and restating subpart (c) to read as follows:

> "(c) Building valuations shall be calculated based upon the most current International Code Conference Building Valuation Data."

Section 2: Section A2.002 "Building 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, is amended to restate Subparts (f) to read as follows:

"(f) Expedited Plan Review For expedited plan reviews the customer has the option to use a City approved third party plan review service. The cost will be that of the most currently published plan review rates of the third party plan review service plus 15% of the initial plan review fee."

Section 3: Section A2.002 "Building 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, is amended by adding Subpart (g) to read as follows:

"(g) Intermodal Container Placement Permanent placement of an intermodal container: $75
Temporary placement of an intermodal container: $35"

Section 4: Section A2.004 "Miscellaneous 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, is amended by restating subpart (d) of said section to read as follows:

"(d) Thirty Day Partial or Temporary Occupancy Permit: (d) Partial or Temporary Thirty Day Occupancy Permit and Extensions: (Requires building official approval. No additional plan review.)

(1) Commercial: $75.00.

(2) Residential: $50.00.

(3) Each 30 days of extension on a temporary or partial certificate of occupancy: $100.00

Section 5: 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, is amended by adding subpart (e) of said section to read as follows:

"(e) Public Event Banner: Applicant must employ a contractor pre-approved by the Building Official for erection and taking down of the Banner over a public right-of-way within the term permitted for display. Permit fee is $15

Section 6: Section A2.010 "General 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, is amended by adding Subpart (g) to read as follows:

"(g) Appeals from decisions of the Building Official or code official to the Board of Adjustments and Appeals: $70

Section 7: Section A2.012" "Permit Extensions" 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 is amended by restating said section to read as follows:

"Permit Renewals: (a) Request for Renewals. The holder of an expired permit may request a renewal of the permit. Requests shall be in writing on applications approved by the Building Official. The application shall include a statement of the date work commenced, an account of delays, the time reasonably necessary to complete the project, and such other information necessary to justify the requested renewal and term as determined in the sound discretion of the Building Official. In no event shall a renewal be approved for a term that exceeds the term of the original permit.

(b) Permit Renewal Fee. 50%of the original permit fee.

Section 8: Section A2.013 "Licensing" 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 is amended by repealing and deleting said section in its entirety.

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

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

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____
Tina Dierschke, Director of Finance

APPROVED AS TO CONTENT

_____
Jon James, Director of Planning and Development Services

APPROVED AS TO FORM

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Regular Item

Caption:

First public hearing and consideration of an ordinance of the City of San Angelo amending appendix A fee schedule by repealing article A5.000 street use fees in its entirety, providing for severability and an effective date – (Presentation by Budget Manager Morgan Chegwidden)

Summary/History:

In July 2015, Council adopted an ordinance including a street use permit of $35.00 in section A2.004 miscellaneous permit fees. Staff later discovered this fee is also reported in section A.500 street use fees. Before you today is an ordinance repealing the street use fee schedule to reflect the correct amount in Article 2.004 miscellaneous permit fees.

Financial Impact:

No change, Maintain revenue budget of $5,500.

Other Information/Recommendation:

Attachments:

1. Ord - Permits & Inspections 17-245_FIN_STREET_USE_FEES_ORD.docx
2. Presentation FIN 170207 Fee Review Discussion Street Closure.pptx

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE" BY REPEALING ARTICLE A5.000 "STREET USE FEES" IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, street use fees provided for under Article A5.000 "Street Use Fees", duplicate street use fees provided at subparts (f) and (g) of Section A2.004 "Miscellaneous 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, City Council desires to eliminate the duplication of street use fees and retain the fees set forth under Article A2.000 of Appendix "A";

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

Section 1) Article A5.000 "Street Use Fees" of Appendix "A" "Fee Schedule" is hereby repealed and deleted in its entirety.

Section 2: 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: This Ordinance shall be effective on, from and after the date of adoption.

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

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____

Tina Dierschke, Director of Finance

APPROVED AS TO FORM

_____

Theresa James, City Attorney

APPROVED AS TO CONTENT

_____

Jon James, Director of Planning and Development Services

City Council

February 21, 2017

2017 Fee Review

- Street Closure
  - No change proposed
  - Current fee adopted by Council July 21, 2015
  - Removing duplicated listing of fee in the ordinance

City Council

February 21, 2017

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: February 21, 2017

Item type: Regular Item

Caption:

First public hearing and consideration of an ordinance of the City of San Angelo, Texas, amending appendix a, "Fee Schedule", Article A15.000, "Facility Use Fees", by adding Section A15.002 "Fort Concho facility, membership and attendance fees"; 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. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and ratification of existing fees which have not yet been adopted in an ordinance.

For Fort Concho, there is one new fee proposed at this time, several items proposed to increase, and the remaining fees have been approved/discussed in the past and simply need to be ratified in an ordinance at this time.

Ratify Existing Fee
- Events x 12
- Tours/Membership x 3
- Venue x 3

Increase Fee
- Events x 3
- Venues x 4

New Fee
- Event x 1

Staff proposes the attached list of fees based on the estimated cost of service and/or survey of peers and market demand.

Financial Impact:

Potential annual impact of increased revenue yielding $29,900 for the Fort Concho Fund, to be phased in over multiple fiscal years as new venue rental contracts are made for 2017 and beyond.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

1.	Ordinance	17-247_FORT_CONCHO_FACILITY_FEES_02-09-17.docx
2.	Fee List	Fort Concho Fee List.pdf
3.	PowerPoint Presentation	FIN 170221 Fort Fee Review Discussion.pptx

Presentation:

Yes

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A15.000, "FACILITY USE FEES", BY ADDING SECTION A15.002 "FORT CONCHO FACILITY, MEMBERSHIP AND ATTENDANCE FEES"; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fort Concho is a National Historic Landmark and Museum that includes twenty-three original and restored fort structures; and,

WHEREAS, Fort Concho has established a membership group to help achieve preservation, restoration and educational missions of the Fort Concho National Historic Landmark and Museum; and,

WHEREAS, a number of the historic structures are leased to the public for special events and gatherings pursuant to a schedule of user fees; and,

WHEREAS, Fort Concho is utilized by the City for workshops and events that charge attendance fees; and,

WHEREAS, the City of San Angelo Code of Ordinances includes a schedule of user fees that are periodically reviewed by staff and council to provide for compensation necessary to cover facility maintenance and operational expenses; and,

WHEREAS, the City Council has reviewed staff's account of Fort Concho maintenance and operational costs and revenues, and recommendation regarding user fees for Fort Concho facilities, and desires to amend Article A15.000 "Facility Use Fees" of Appendix A "Fee Schedule" by adopting Section A15.002 "Fort Concho Facility, Membership and Attendance Fees" establishing user fees for rental of Fort Concho facilities as well as membership and

attendance fees that reasonably reflect the cost to the City of providing those facilities and activities;

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

Section 1) Article A15.000 "Facility Use Fees of "Appendix "A", "Fee Schedule", of the City of San Angelo Code of Ordinances Article, is hereby amended by adding Section A15.002, "Fort Concho Facility Fees", to read as follows:

(a)

"**Fees for rental of Fort Concho facilities shall be as follows:**

Venue	Daily Rate*	Additional partial days*	Deposit
Barracks 6	$300	$150	$150
Commissary	$600	$300	$300
Courtyard	$150	$75	$75
Officer Quarters 1	$125-175	$100	$100
Officer Quarters 8	$250	$125	$125
Quartermaster	$500	$250	$250
Stables	$1,500	$750	$750

*501(c)(3) organizations shall be eligible for a discount of 50% from the fee schedule for Monday through Thursday

(b)

Fees for event attendance, event rentals and membership

Children's Workshops/Youth--attendance	$10 - $35
Christmas Event - attendance	$3 - $7
Christmas Event - Food Booth--rental	$250 - $400
Christmas Event - Space rental	$300 - $400
Christmas Event - Sutler Fee--rental	$100
Event Food Sales	20% of gross
Frontier Day - Booth Rentals	$10 - $100
Frontier Day - Pancake Breakfast--attendance	$6
Halloween Theme - night programs--attendance	$5 - 15
Memberships	$35 - $5,000
National Cowboy Day--attendance	$8 - $10

Regional Cavalry competition Registration	$85 - $150
Tours – Guided	$5 adults, $4 seniors/military, $3 children 7-17
Tours – Self Guided	$3 adults, $2 seniors/military, $1.50 children 7-17
Event Tours - docent	$5 / person $150 min charge
Evening at Fort Concho—including use of Barracks 6 or Officers' Quarters 8	$8 / person $350 min charge
Baseball Demonstration--attendance	$6 / person $300 min charge
Baseball Demonstration with Artillery Demonstration--attendance	$150 Additional
Artillery Demonstration--attendance	$300

Section 2: All provisions of Article 15.000 of Appendix A not amended hereby shall remain in full force and effect.

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

INTRODUCED on the 21st day of February, 2017, and finally PASSED, APPROVED and

ADOPTED on this the 7th day of March, 2017.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____
Robert Bluthardt, Manager Fort Concho Museum

APPROVED AS TO CONTENT:

_____
Tina Dierschke, Director of Finance

APPROVED AS TO FORM

_____

Theresa James, City Attorney

City of San Angelo
FY2016-17 Budget
Review of Fee Charges

Department/ Division	Type of Fee/Charge & Qualifiers	Status of Fee	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact
Fort Concho 420-0000	Children's Workshops/Youth	Increase	182.32	$10 - $15	$10 - $35 about $6 / hour	$500
Fort Concho 420-0000	Christmas Event - attendance	Needs Ratified		$3 - $7		
Fort Concho 420-0000	Christmas Event - Food Booth	Needs Ratified		$250 - $400		
Fort Concho 420-0000	Christmas Event - Space rental	Needs Ratified		$300 - $400		
Fort Concho 420-0000	Christmas Event - Sponsorship	Increase		$50 - $2,500	$50 - $5,000	$2,500
Fort Concho 420-0000	Christmas Event - Sutler Fee	Needs Ratified		$100		
Fort Concho 420-0000	Event Food Sales	New			20% of gross	$500
Fort Concho 420-0000	Frontier Day - Booth Rentals	Increase		$10 - $20	$10 - $100	$100
Fort Concho 420-0000	Frontier Day - Pancake Breakfast	Needs Ratified		$6		
Fort Concho 420-0000	Frontier Day - Sponsorship Fees	Increase		$50 - $500	$50 - $1,000	$500
Fort Concho 420-0000	Tours - Guided	Needs Ratified		$3 - 5		
Fort Concho 420-0000	Halloween Theme - night programs	Increase		$5 - 8	$5 - 15	$300
Fort Concho 420-0000	Living History - sponsorship for out of town events	Needs Ratified		$25 - $500		
Fort Concho 420-0000	Memberships	Needs Ratified		$35 - $5,000		
Fort Concho 420-0000	National Cowboy Day	Needs Ratified		$8 - $10		

City of San Angelo
FY2016-17 Budget
Review of Fee Charges

Department/ Division	Type of Fee/Charge & Qualifiers	Status of Fee	Estimated Cost of Service	Current Fee	Proposed Fee	Financial Impact
Fort Concho 420-0000	Regional Cavalry competition Registration	Needs Ratified		$85 - $150		
Fort Concho 420-0000	Tours - Self Guided	Needs Ratified		$1.50 - $3		
Fort Concho 420-0000	Tours - with uniformed guide or costumed docent	Needs Ratified		$5 / person; $150 min charge		
Fort Concho 420-0000	Evening at Fort Concho	Needs Ratified		$8 / person; $350 min charge		
Fort Concho 420-0000	Baseball Demonstration	Needs Ratified		$6 / person; $300 min charge		
Fort Concho 420-0000	Baseball Demonstration with Artiller	Needs Ratified		$150 Additional		
Fort Concho 420-0000	Artillery Demonstration	Needs Ratified		$300		

City Council

February 21, 2017

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Financial Impact
Christmas Event – Attendance	$3 - 7		
Christmas Event – Space Rental	$300 - 400		
Christmas Event – Sutler Rental	$100		
Christmas Event – Food Booth	$250 - 400		
Frontier Day – Booth Rentals	$10 - 20	$10 - 100	$100
Frontier Day – Pancake Breakfast	$6		
National Cowboy Day	$8 - $10		
Regional Cavalry Competition Registration	$85 - $150		
Event Food Sales	0	20% of gross	$500

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Financial Impact
Halloween Theme Night	$5 - 8	$5 - 15	$300
Children's Workshops/Youth	$10 - 15	$10 - 35	$500
Baseball Demonstration	$6 / person $300 min.		
Baseball Demonstration with Artillery Demonstration	$150 Additional		
Artillery Demonstration	$300		
Event Tours – Docent	$5 / person $150 min.		
Evening at Fort Concho	$8 / person $350 min.		

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Financial Impact
Tours – Self Guided	$1.50 - 3		
Tours – Guided	$3 - 5		
Memberships	$35 - $5,000		

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Financial Impact
Barracks 6	$250/day	$300 / day	$2,000
Commissary	$500/day	$600 / day	$5,000
Courtyard	$150/day		
OQ1	$125-175/day		
OQ8	$250/day		
Quartermaster	$400/day	$500 / day	$3,000
Stables	$1,200/day	$1,500 / day	$15,000
Non-profit discount	Same as above	Half Price, Monday - Thursday	$1,000

2017 Fee Review

Fort Concho	Current Fee	Proposed Fee	Estimated Cost of Service
Children's Workshops/Youth	$10 – 15	$10 - 35	$182.32

Survey	Nature Center	State Park
Children's Workshops/Youth	$100 / 4 days	$75 / 3 days

2017 Fee Review

Survey	Proposed Fee	Downtown Ghost Walk	Fright Fest	Paint Ball Haunted Adventure
Halloween Theme - night programs	$5 - 15	$15	$3 – 4	$20

Survey	Proposed Fee	Abilene Junior League Show	Christmas Event
Frontier Day- Booth Rentals	$10 - 100	$500	$300

2017 Fee Review

Survey	Proposed Fee	Farmers Market
Event Food Sales	20% of gross	$100 / day or $10% of sales

Survey	Proposed Fee	McNease	SAMFA	Cactus	ASU LeGrand
Barracks 6	$300	$500	$1,400	$1,200	$1,250
Commissary	$600	$500	$1,400	$1,200	$1,250
Quartermaster	$500	$500	$1,400	$1,200	$1,250
Stables	$1,500	$1,500	N/A	$1,700	$2,000

City Council

February 21, 2017

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: February 21, 2017

Item type: Regular Item

Caption:

Update on Sales Tax revenue performance (Presentation by Finance Director Tina Dierschke)

Summary/History:

The Finance Department has been closely monitoring the performance of Sales Tax revenue this year given the challenging year the City had in fiscal year 2016. While Sales Tax revenue was up slightly with an increase of 0.39% in October over the same month last year, November and December failed to continue with the same trend as was hoped. Sales Tax revenue was down 10.04% in November and 18.72% in December. Sales Tax revenue for the month of January was up 4.3% month over month; however, February saw yet another decrease of 2.3%. Year to date, revenue is still approximately $416,000 short of the target. Because of this trend, the Finance Department has been in regular discussions with all departments to develop a plan that protects the General Fund's fund balance and solvency moving forward.

The City Manager and the Finance Department have met with the General Fund and other department directors weekly to suggest and discuss ways to mitigate risk while still providing the core services that our citizens deserve and expect as well as meeting the goals of our City Council. To date, the City has implemented a hiring freeze for non-essential personnel and a decrease to per diem travel rates effective until September 30, 2017. We continue to work toward implementing other cost saving measures on an ongoing basis.

Financial Impact:

Sales Tax revenue for fiscal year 2017 was under budget by 5.7% and $416,222 after February 2017 receipts.

Other Information/Recommendation:

Attachments:

1. Sales Tax FIN 210217 Strategic Planning - Sales Tax - Council.pptx

Presentation:

Approvals/Reviews:

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

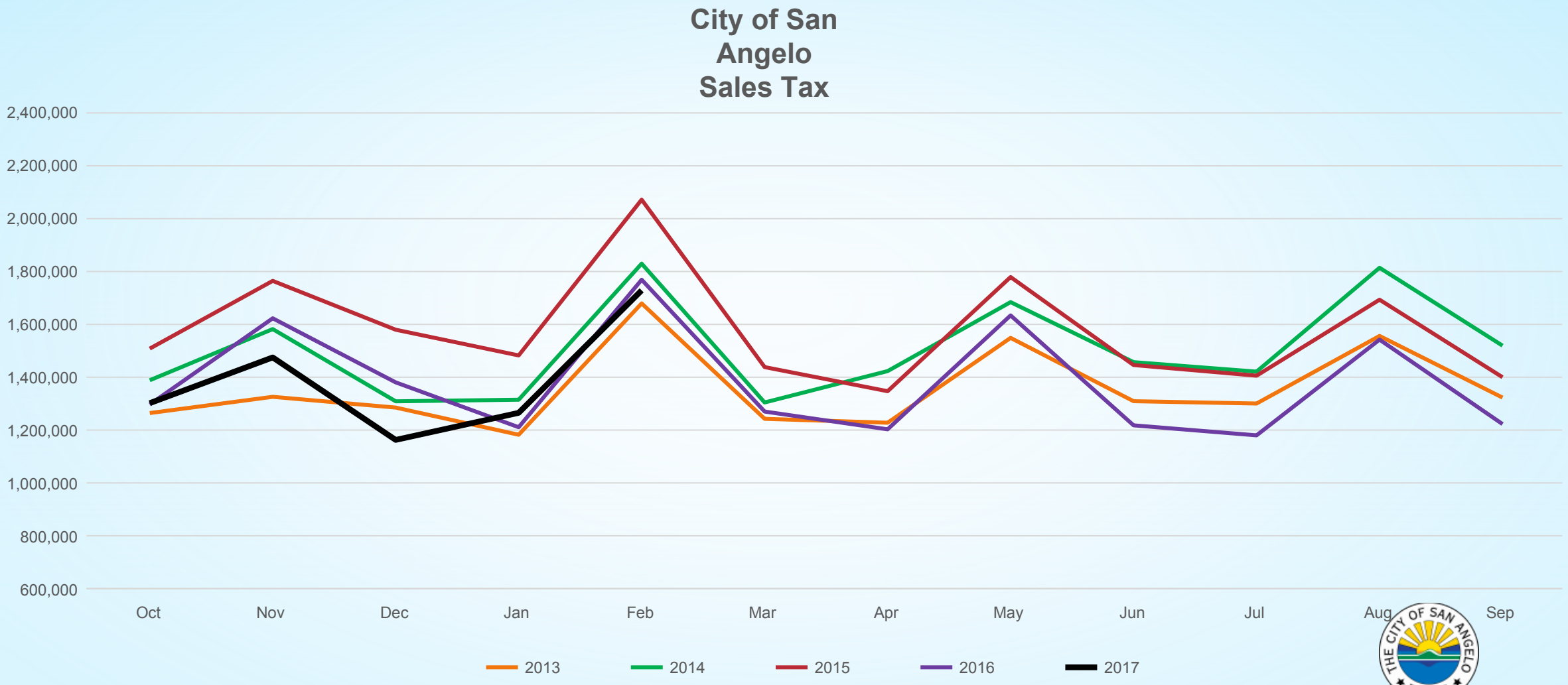
City Council

February 21, 2017

Sales Tax Revenue

- Down 2.3% in February compared with the same month in prior year
- Under budget for revenue by $416,000 year to date
- City has implemented a hiring freeze and a decreased per diem rate for the current fiscal year

Sales Tax Revenue



City Council

February 21, 2017