



City Council Agenda 12/19/2023

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held December 19, 2023 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order
2. Chaplain Prayer & Pledges
3. Proclamations/Recognitions
4. Public Comment

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

5. Consent Agenda

- a. Consider approving the December 5, 2023, City Council regular meeting minutes (Heather Stastny)
- b. Consider approving a Quit Claim Deed from the City of San Angelo to OPG Roosevelt Lofts Partners LLC for the following tracts:
 1. 602-sq. ft. (0.014 of one acre) tract located in the Christian Salinger Survey No. 322, Abstract No. 1848, Tom Green County, Texas; being a portion of Acre Lot 7, Miles Addition recorded in Volume X, Page 334 Deed Records of Tom Green County, Texas
 2. 82-sq. ft. (0.001 of one acre) tract located in the Christian Salinger Survey No. 322, Abstract No. 1848, Tom Green County, Texas; being a portion of Acre Lot 7, Miles Addition recorded in Volume X, Page 334, Deed Records of Tom Green County, Texas
(Sarah Tackett-Torres)
- c. Consider approving a professional services agreement with Dr. Marcos Mavromaras to provide services as the Emergency Medical Services Director for the San Angelo Fire Department and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)
- d. Consider approving the 2022 Consolidated Annual Performance and Evaluation Report (CAPER) (Bob Salas)
- e. Second reading of an ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 31.356-acre tract out of the A.B. & M. Survey No. 3, Abstract No. 24, and B.S. & F Survey No. 5 Abstract No. 101 Tom Green County, Texas, located northwest of Arden Rd. and F.M. 2288 (Aaron Vannoy)
- f. Second reading of an ordinance for Z23-08 to zone property to the Single Family Residential zoning district, being 31.356 acres, located northwest of the intersection of Arden Rd. and FM 2288 (Aaron Vannoy)

- g. Second reading of an ordinance amending Chapter 12 "Planning and Development", Exhibit C "Land Development and Subdivision Ordinance", Chapters 1, 5, 9, and 10 addressing administrative approval of certain subdivision plats and other revisions and clarifications to ensure consistency with state law and changes to the City's zoning ordinance (Aaron Vannoy)
- h. Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for:
 - 1. Police Department salary adjustments
 - 2. Fire Department salary adjustments
 - 3. Ongoing projects and capital items
 - 4. HOME Affordable housing program(Tina Dierschke)

6. Regular Agenda

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

- a. Consider a resolution of donation from Wall Sophmore FCCLA Students for items related to awareness, public education, and projects related to contamination at Lake Nasworthy (Presentation made by Operations Director Patrick Frerich and Wall FCCLA)
- b. Overview and update on Angelo State University's current and future development of programs at Mathis Field Airport (Presentation made by Vice President for Academic Affairs Dr. Donald Topliff)
- c. Consider a resolution of support for the historic preservation and rehabilitation of the Crestwood Terrace Apartments at 3130 W. Beauregard Ave. as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program for GC Crestwood Terrace LLC (Presentation made by Neighborhood & Family Services Director Bob Salas and Ronnie Gyani, GC Crestwood Terrace LLC)
- d. Discussion and acceptance of the 2023 City of San Angelo ADA Self Assessment of Programs and Services (Presentation made by City Attorney Theresa James)
- e. Consider approving a contract to Central Square for the purchase of an updated Community Service Module in the amount of \$312,770 utilizing \$346,070 General Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)
- f. First reading and public hearing of an ordinance for Z23-15 to rezone a property from the Heavy Commercial zoning district to Light Manufacturing zoning district located at 1182 E. Gas Plant Rd. (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)
- g. Discussion, direction and possible action on the following:
 - 1. Amendments to Section 406 "Bed and Breakfast Establishments and Short-Term Rentals" of the Zoning Ordinance.
 - 2. Consider a resolution calling a joint public hearing of City Council and the Planning Commission regarding amendments to Section 406 "Bed and Breakfast and Short-Term Rentals" of the Zoning Ordinance, and establishing alternative notice procedures (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

- h. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for capital projects (Presentation made by Finance Director Tina Dierschke)
- i. Consider approving a contract with the San Angelo Destination Marketing Organization (DMO) allocating Hotel Occupancy Tax receipts to be used for eligible activities and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Finance Director Tina Dierschke)

7. Closed Session

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

- a. Section 551.087 - Economic development negotiations regarding Project BESS
- b. Section 551.071 - Consultation with attorney regarding Risk Management Claims
- c. Section 551.071 - Consultation with attorney regarding Public Art Commission decision

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations
Parks & Recreation Advisory Board: Cie Rangel (SMD2) and Dee Jay Wilde (SMD5) to a second term, Benjamin Brojakowski (SMD6) to a first term, all ending December 2025.
Civic Events Advisory Board: John Flint (SMD1) and Josh Hilton (SMD2) both to a first term ending December 2025.
- c. Announcements and consideration of Future Agenda Items
-Consider dates for Strategic Planning meeting: January 23, 26, or 30, 2024

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 14th day of December 2023, at 3:28 p.m.


Heather Stastny, City Clerk

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

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the ADA Coordinator at 325-657-4407 for request, or by completing a request form online at cosatx.us/ada.

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

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

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, December 5, 2023

Quorum Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:31 a.m. on Tuesday, December 5, 2023, at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided by San Angelo Police Chaplain Marcella Jenkins, and pledges led by San Angelo Police Department Chaplain Gary Jenkins.

3. Proclamations/Recognitions

No proclamation/recognitions.

4. Public Comment

Mayor Gunter wished citizens a Merry Christmas and encouraged those who may be struggling during the holiday season to reach out to family, friends and neighbors, or COSA Neighborhood and Family Services to help find resources.

Parks and Recreation Director Carl White introduced the new recreation manager, Aaron Kentner.

5. Consent Agenda

- a. Approval of the November 21, 2023, City Council regular meeting minutes (Heather Stastny)
- b. Authorization for the City Attorney to begin termination of Lake Nasworthy Residential Lot Lease and eviction proceedings for non-payment of annual rent on the following properties:
 1. 6638 Knickerbocker Road
 2. 1617 Canal Road(Sarah Tackett-Torres)
- c. Award of the sole source purchase of wastewater treatment filter screens to SAVECO in the amount of \$633,450 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- d. Award of a Professional Service Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Master Contract for professional services related to Public Works projects to Enprotec/Hibbs & Todd, Inc. and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Adoption of a resolution authorizing the San Angelo Police Department to utilize the Community Protection Program grant for FY2024 funded through the Office of the Governor (Frank Carter) (Pg. 522, 2023-107)

- f. Adoption of a resolution authorizing the City of San Angelo to participate with the cities served by AEP Texas in hiring legal counsel to participate in PUC Docket No. 55820 in which AEP is seeking to increase electric distribution rates by approximately \$47.3 million (Theresa James) (Pg. 523, 2023-108)
- g. Approval of the TIRZ Board recommendation of additional incentive funding for two previously approved projects in the South TIRZ
 - 1. 213 N. Chadburne
 - 2. 1 W. Concho (Aaron Vannoy)
- h. Adoption of:
 - 1. An ordinance for CP23-02, an amendment to the City of San Angelo Comprehensive Plan, changing certain lands from the Neighborhood Future Land Use to the Neighborhood Center Future Land Use, being approximately 19.705 acres located at the 3900, 4000, 4100, and 4200 blocks along and on either side of Coliseum Dr., south of 43rd St. and north of E. 39th St. (Pg. 525, 2023-109)
 - 2. An ordinance for PD23-06, a rezoning from the Single Family Residential, Two-Family Residential, and General Commercial/Heavy Commercial zoning districts to a Planned Development zoning district to allow for Single Family Residential, Two-Family Residential, and Neighborhood Commercial zoning districts, subject to certain conditions and limitations, being approximately 19.705 acres located at the 3900, 4000, 4100, and 4200 blocks along and on either side of Coliseum Dr., south of 43rd St. and north of E. 39th St. (Aaron Vannoy) (Pg. 528, 2023-110)
- i. Adoption of:
 - 1. An ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 28.860 acre tract out of C. Berberich Survey No. 177, Abstract No. 52, Tom Green County, Texas, located west of Foster Rd. and south of W. Loop 306 (Pg. 532, 2023-111)
 - 2. An ordinance for Z23-12 to zone the property to the General Commercial zoning district for the northern 10.814 acres, and to the Low Rise Multi-family zoning district for the remaining 18.046 acres (Aaron Vannoy) (Pg. 541, 2023-112)
- j. Adoption of:
 - 1. An ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 15.496 acre tract out of A. Willeke Survey No. 2, Abstract No. 8211 and A. Willeke Survey No. 8, Abstract No. 8102, Tom Green County, Texas (Pg. 544, 2023-113)
 - 2. An ordinance for Z23-13 to zone the 15.496 acre tract located in the Meridian North Subdivision, located along the extension of Slayde St., north of Royal Oak St., to the Single-family Residential zoning district in Blocks 5-7 and to the Zero Lot Line, Twinhome and Townhome Residential zoning district in Block 8 (Aaron Vannoy) (Pg. 555, 2023-114)
- k. Adoption of an ordinance for Z23-14 to rezone properties from the General Commercial zoning district to the Heavy Commercial zoning district, being 14.311 acres, located at 3420, 3502, and 3550 N. Bryant Blvd. and associated unaddressed parcels (Aaron Vannoy) (Pg. 558, 2023-115)

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

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Gonzales, to approve item 5c., as presented by Public Works Executive Director Shane Kelton. The motion carried (7) ayes to (0) nays, with no public comment.

County Resident Jackie Chesnutt requested clarification on the bid/qualification process on IDIQ contracts for engineering services.

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Miller, to approve item 5d., as presented by Public Works Executive Director Shane Kelton. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Gonzales made a motion, seconded by Council Member Miller, to approve item 5g., as presented by Planning and Development Assistant Director Aaron Vannoy. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

6. Regular Agenda

- a. Approval of an agreement with Duncan Group Southland LLC, for the development of a stormwater detention area on City property, generally located northeast of the intersection of Valleyview Blvd. and College Hills Blvd. and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Parks and Recreation Director Carl White and Public Works Executive Director Shane Kelton)

County Resident Jackie Chesnutt spoke in opposition of planning for future parks.

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

- b. Approval of a Meet & Confer agreement with the San Angelo Police Officers Coalition (SAPOC), establishing certain terms and conditions of employment for covered Police Officers, to be effective January 1, 2024, through December 31, 2024, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Civil Service Director Veronica Sanchez and SAPOC President Noel Anderson)

SAPOC President Officer Noel Anderson, SAPOC Vice President Officer Charles Flores, and Sergeant John Bouligny presented the Meet and Confer agreement, and new education/licensed-based pay plan.

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

- c. First reading and public hearing of an ordinance for Z23-08 to zone property to the Single Family Residential zoning district, being 31.356 acres, located northwest of the intersection of Arden Rd. and FM 2288 (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

County resident Jackie Chesnutt expressed concerns for future notices sent to property owners as the development progresses.

Citizen resident John Bariou (SMD 2) raised concerns about access for emergency service vehicles.

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

- d. First reading and public hearing of an ordinance amending Chapter 12 "Planning and Development", Exhibit C "Land Development and Subdivision Ordinance", Chapters 1, 5, 9, and 10 addressing administrative approval of certain subdivision plats and other revisions and

clarifications to ensure consistency with state law and changes to the City's zoning ordinance
(Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

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

- e. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for:

1. Police Department salary adjustments
 2. Fire Department salary adjustments
 3. Ongoing projects and capital items
 4. HOME Affordable housing program
- (Presentation made by Finance Director Tina Dierschke)

County Resident Jackie Chesnutt commented on the budget process and use of carryover funds.

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

7. Closed Session

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

8. Follow Up and Administrative Issues

- a. Consideration of items discussed in Closed Session, if needed
- b. Announcements and consideration of Future Agenda Items
-One meeting scheduled for January on Tuesday, January 16

[Council Member Miller requested a presentation on the ordinance addressing vehicles parking in yards.]

9. Adjournment

Consensus: Council Member Hiebert made a motion, seconded by Council Member Thompson, to adjourn the meeting.

There being no further business, the meeting adjourned by consensus at 10:12 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, 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 of Council meetings may be obtained from the City Clerk's Office, or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sarah Tackett-Torres, Real Estate Manager, Real Estate

Meeting Date: December 19, 2023

Item type: Consent Item

Caption:

Consider approving a Quit Claim Deed from the City of San Angelo to OPG Roosevelt Lofts Partners LLC for the following tracts:

1. 602-sq. ft. (0.014 of one acre) tract located in the Christian Salinger Survey No. 322, Abstract No. 1848, Tom Green County, Texas; being a portion of Acre Lot 7, Miles Addition recorded in Volume X, Page 334 Deed Records of Tom Green County, Texas
2. 82-sq. ft. (0.001 of one acre) tract located in the Christian Salinger Survey No. 322, Abstract No. 1848, Tom Green County, Texas; being a portion of Acre Lot 7, Miles Addition recorded in Volume X, Page 334, Deed Records of Tom Green County, Texas
(Sarah Tackett-Torres)

Staff Recommendation:

Approve

Summary/History:

OPG Roosevelt Partners LLC is trying to clear up any issues with title and ownership. The execution of this Quit Claim Deed will assist in doing so; this will help the project to move forward.

Funding Source(s):

Financial Impact:

n/a

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------|------------------------|
| 1. | 2a_Field Notes | 2a_Field Notes.pdf |
| 2. | 2b_Field Notes | 2b_Field Notes.pdf |
| 3. | 2a_602 sq feet_MAP | 2a_602 sq feet_MAP.pdf |
| 4. | 2b_82 sq feet_MAP | 2b_82 sq feet_MAP.pdf |

Presentation:

Sarah Tackett-Torres

Approvals/Reviews:

Sarah Tackett-Torres

Sarah Tackett-Torres

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

**FIELD NOTES FOR AN 602 SQUARE FOOT
[0.014 OF ONE ACRE TRACT OF LAND]**

BEING an 602 Square Foot (0.014 of one acre) tract located in the Christian Salinger Survey No. 322, Abstract No. 1848, Tom Green County, Texas, and being a portion of Acre Lot 7, Miles Addition recorded in Volume X, Page 334, Deed Records of Tom Green County, Texas, said 602 Square foot, 0.014 of one acre tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System of 1983, Central Zone (4203);

BEGINNING at a ½" iron rod with "SKG" cap found for the southeast corner of the herein described tract, in the south line of the Christian Salinger Survey No. 322, Abstract No. 1848, the north line of the John Braun Survey No. 323, Abstract No. 60, said point being in the south line of Acre Lot 7, at the southwest corner of "Tract Four" recorded in Document No. 202313371 Official Public Records of Tom Green County, Texas, said point being in the north line of "Tract Two" recorded in Document No. 202313371 Official Public Records of Tom Green County, Texas, said point also bears S 61°15'22" W, a distance of 79.02' from the southeast corner of Acre Lot 7;

THENCE S 62°54'21" W, with the north line of aforesaid "Tract Two", **a distance of 3.48'** to a ½" iron rod with "MDS" cap found for southwest corner at the southeast corner of "Tract Five" recorded in Document No. 202313371 Official Public Records of Tom Green County, Texas;

THENCE N 21°10'58" W, with the east line of aforesaid "Tract Five", **a distance of 20.00'** to a ½" iron rod with "MDS" cap found for angle at the northeast corner of "Tract Five", and the southeast corner of the Michael Burk Young tract described as "First Tract" recorded in Volume 979, Page 899, Official Public Records of Tom Green County, Texas;

THENCE N 21°14'18" W, with the east line of the Michael Burk Young tract described as "First Tract" and the east line of the Michael Burk Young tract described as "Second Tract" recorded in Volume 979, Page 899, Official Public Records of Tom Green County, Texas, and a portion of the east line of the Juan and Maria E. Gutierrez tract recorded in Volume 369, Page 412, Official Public Records of Tom Green County, Texas, **a distance of 85.73'** to a ½" iron rod with "MDS" cap found for corner at the southwest corner of the Shannon Medical Center tract described as "Tract Two" recorded in Document No. 201917012, Official Public Records of Tom Green County, Texas;

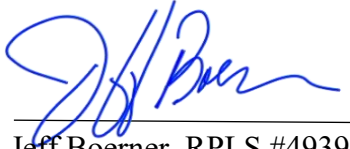
THENCE N 60°35'08" E, with the south line of the Shannon Medical Center tract, **a distance of 48.49'** to a MAG nail found with "MDS" shiner for northeast corner;

THENCE S 21°32'43" E, departing the south line of the Shannon Medical Center tract, **a distance of 5.61'** to a ½" iron rod with "SKG" cap found for corner at the northeast corner of aforesaid "Tract Four";

THENCE S 60°26'57" W, with the north line of aforesaid "Tract Four", **a distance of 45.36'** to a MAG nail found with "MDS" shiner for interior corner at the northwest corner of aforesaid "Tract Four";

THENCE S 21°24'41" E, with the west line of aforesaid "Tract Four", **a distance of 100.10'** to the **POINT OF BEGINNING, CONTAINING** 602 Square Feet, 0.014 of one acre of land, more or less, in Tom Green County, Texas.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc in November of 2023. A survey plat of equal date was made in conjunction with this description.



Jeff Boerner, RPLS #4939

Date: 11/21/2023

Job # 23-038-02



**FIELD NOTES FOR AN 82 SQUARE FOOT
[0.001 OF ONE ACRE TRACT OF LAND]**

BEING an 82 Square Foot (0.001 of one acre) tract located in the Christian Salinger Survey No. 322, Abstract No. 1848, Tom Green County, Texas, and being a portion of Acre Lot 7, Miles Addition recorded in Volume X, Page 334, Deed Records of Tom Green County, Texas, said 82 Square foot, 0.001 of one acre tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System of 1983, Central Zone (4203);

BEGINNING at a calculated point for the southeast corner of the herein described tract, in the south line of the Christian Salinger Survey No. 322, Abstract No. 1848, the north line of the John Braun Survey No. 323, Abstract No. 60, said point being in the south line of Acre Lot 7, at the southwest corner of "Tract Five" recorded in Document No. 202313371 Official Public Records of Tom Green County, Texas, said point being in the north line of "Tract Seven" recorded in Document No. 202313371 Official Public Records of Tom Green County, Texas, said point also bears S 61°15'22" W, a distance of 92.50' from the southeast corner of Acre Lot 7;

THENCE S 61°13'21" W, with the north line of Survey No. 323, Abstract No. 60, the south line of Survey No. 322, Abstract No. 1848, the south line of Acre Lot 7, a portion of the north line of aforesaid "Tract Seven", and a portion of the north line of "Tract One", recorded in Document No. 202313371 Official Public Records of Tom Green County, Texas, **a distance of 4.12'** to a ½" iron rod with "SKG" cap found for southwest corner at the southeast corner of "Tract Three" recorded in Document No. 202313371 Official Public Records of Tom Green County, Texas;

THENCE N 21°20'36" W, with the east line of aforesaid "Tract Three", **a distance of 19.97'** to a ½" iron rod with "SKG" cap found for northwest corner at the northeast corner of aforesaid "Tract Three" in the south line of the Michael Burk Young tract described as "First Tract" by Special Warranty Deed recorded in Volume 979, Page 899, Official Public Records of Tom Green County, Texas;

THENCE N 60°54'34" E, with the south line of the Michael Burk Young tract, **a distance of 4.18'** to a calculated point for northeast corner at the northwest corner of aforesaid "Tract Five";

THENCE S 21°10'58" E, with the west line of aforesaid "Tract Five", **a distance of 20.00'** to the **POINT OF BEGINNING, CONTAINING 82 Square Feet, 0.001 of one acre of land, more or less, in Tom Green County, Texas.**

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc in November of 2023. A survey plat of equal date was made in conjunction with this description.


Jeff Boerner, RPLS #4939
Date: 11/21/2023
Job # 23-038-02





NORTH

LINE TABLE - OBSERVED:

LINE	BEARING	DISTANCE
L1	S 61°15'22" W	79.02'
L2	S 62°54'21" W	3.48'
L3	N 21°10'58" W	20.00'
L4	S 21°32'43" E	5.61'

LEGEND

() RECORD BEARING & DISTANCE
BSL BUILDING SETBACK LINE
DOC. DOCUMENT
NO. NUMBER
PG. PAGE
P.R. PLAT RECORDS OF BLANCO COUNTY
VOL. VOLUME

⊙ FOUND 1/2" IRON ROD W/"SKG" CAP
● CALCULATED POINT
⊙ FOUND 1/2" IRON ROD W/"MDS" CAP
⊗ FOUND MAG NAIL W/"MDS" SHINER

ASPHALT CONCRETE

ADJOINER LINE
BOUNDARY LINE
CHAIN LINK FENCE
LOT LINE
OHP OVERHEAD POWER
PIPE FENCE
SURVEY LINE

SCALE: 1" = 20'

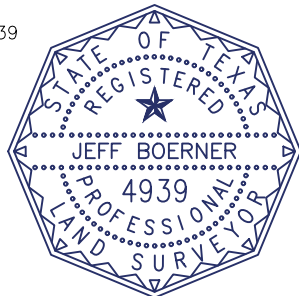


STATE OF TEXAS §
COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION. THIS 21st DAY OF NOVEMBER, 2023, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Jeff Boerner

JEFF BOERNER
TX R.P.L.S. NO. 4939



GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
- DISTANCES SHOWN HEREON ARE GRID VALUES.
- FIELD SURVEY COMPLETED 02-08-2023.
- VISIBLE IMPROVEMENTS/UTILITIES WERE LOCATED WITH THIS SURVEY. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
- ACCORDING TO MAP NOS. 48451C0480E AND 48451C0485E OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR TOM GREEN COUNTY, TEXAS, HAVING AN EFFECTIVE DATE OF JUNE 19, 2012, THE SUBJECT TRACT IS SITUATED WITHIN: ZONE X; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- DETERMINATION OF THE OWNERSHIP, LOCATION, OR DEVELOPMENT OF MINERALS RELATED TO THE SUBJECT TRACT FALL OUTSIDE THE SCOPE OF THIS SURVEY.
- FIELD NOTE DESCRIPTIONS OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

PLAT SHOWING: AN 602 SQUARE FOOT (0.014 OF ONE ACRE) TRACT LOCATED IN THE CHRISTIAN SALINGER SURVEY NO. 322, ABSTRACT NO. 1848, TOM GREEN COUNTY, TEXAS, AND BEING A PORTION OF ACRE LOT 7, MILES ADDITION RECORDED IN VOLUME X, PAGE 334, DEED RECORDS OF TOM GREEN COUNTY, TEXAS.

BOUNDARY SURVEY
OF A
PORTION OF ACRE LOT 7
MILES ADDITION
OUT OF THE
CHRISTIAN SALINGER
SURVEY NO. 322, A-1848
TOM GREEN COUNTY, TEXAS
NOVEMBER 2023

MDS
LAND SURVEYING
COMPANY, INC.
TBPLS FIRM No. 10019600

874 HARPER ROAD
SUITE 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM

JOB #: 23-038-02 SURVEYORS: JB/XX
DATE: 11-21-2023 SHEET 1 OF 1



NORTH

LINE TABLE - OBSERVED:

LINE	BEARING	DISTANCE
L1	S 61°15'22" W	92.50'
L2	S 61°13'21" W	4.12'
L3	N 21°20'36" W	19.97'
L4	N 60°54'34" E	4.18'
L5	S 21°10'58" E	20.00'

LEGEND

() RECORD BEARING & DISTANCE
BSL BUILDING SETBACK LINE
DOC. DOCUMENT
NO. NUMBER
PG. PAGE
P.R. PLAT RECORDS OF BLANCO COUNTY
VOL. VOLUME

⊙ FOUND 1/2" IRON ROD W/"SKG" CAP

● CALCULATED POINT



ASPHALT



CONCRETE

_____ ADJOINER LINE

_____ BOUNDARY LINE

_____ CHAIN LINK FENCE

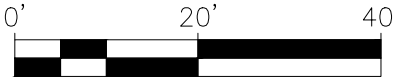
_____ LOT LINE

_____ OHP OVERHEAD POWER

_____ PIPE FENCE

_____ SURVEY LINE

SCALE: 1" = 20'



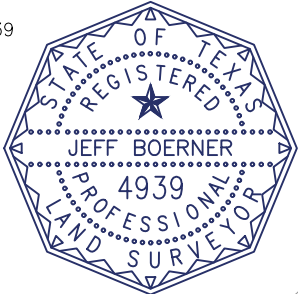
STATE OF TEXAS §

COUNTY OF KERR §

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION. THIS 21st DAY OF NOVEMBER, 2023, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

Jeff Boerner

JEFF BOERNER
TX R.P.L.S. NO. 4939



GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. FIELD SURVEY COMPLETED 02-08-2023.
4. VISIBLE IMPROVEMENTS/UTILITIES WERE LOCATED WITH THIS SURVEY; UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
5. ACCORDING TO MAP NOS. 48451C0480E AND 48451C0485E OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR TOM GREEN COUNTY, TEXAS, HAVING AN EFFECTIVE DATE OF JUNE 19, 2012, THE SUBJECT TRACT IS SITUATED WITHIN: ZONE X; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
6. DETERMINATION OF THE OWNERSHIP, LOCATION, OR DEVELOPMENT OF MINERALS RELATED TO THE SUBJECT TRACT FALL OUTSIDE THE SCOPE OF THIS SURVEY.
7. FIELD NOTE DESCRIPTIONS OF EQUAL DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

PLAT SHOWING: AN 82 SQUARE FOOT (0.001 OF ONE ACRE) TRACT LOCATED IN THE CHRISTIAN SALINGER SURVEY NO. 322, ABSTRACT NO. 1848, TOM GREEN COUNTY, TEXAS, AND BEING A PORTION OF ACRE LOT 7, MILES ADDITION RECORDED IN VOLUME X, PAGE 334, DEED RECORDS OF TOM GREEN COUNTY, TEXAS.

BOUNDARY SURVEY

OF A

PORTION OF ACRE LOT 7
MILES ADDITION

OUT OF THE

CHRISTIAN SALINGER

SURVEY NO. 322, A-1848

TOM GREEN COUNTY, TEXAS

NOVEMBER 2023



874 HARPER ROAD
SUITE 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM

JOB #: 23-038-02

SURVEYORS: JB/XX

DATE: 11-21-2023

SHEET 1 OF 1

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: December 19, 2023

Item type: Consent Item

Caption:

Consider approving a professional services agreement with Dr. Marcos Mavromaras to provide services as the Emergency Medical Services Director for the San Angelo Fire Department and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)

Staff Recommendation:

Approve

Summary/History:

The San Angelo Fire Department is required to have a medical director to oversee medical protocols for Emergency Medical Services. The medical director is a certified emergency room physician. Our current medical director is requesting to resign from this position effective December 31, 2023. The new medical director will be Dr. Marcos Mavromaras. The contract pays \$2000 a month to the medical director. These funds are already budgeted within our normal operational budget. The new contract will be effective January 1, 2024-June 30, 2024.

Funding Source(s):

Financial Impact:

Cost is \$24,000 per year, budgeted for in account 101-9000-422.03-20

Other Information/Recommendation:

Attachments:

Presentation:

Patrick Brody

Approvals/Reviews:

Patrick Brody
Patrick Brody

Created/Initiated
Approved

Theresa James
Jeffrey Tomlinson
Tina Dierschke
Theresa James
Heather Stastny

Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services

Meeting Date: December 19, 2023

Item type: Consent Item

Caption:

Consider approving the 2022 Consolidated Annual Performance and Evaluation Report (CAPER) (Bob Salas)

Staff Recommendation:

Approve

Summary/History:

The 2022 CAPER is a document required of all entitlement cities receiving annual Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The CAPER is the City's performance evaluation for the 2022 Program Year covering Oct 1, 2022, thru Sep 30, 2023. The CAPER includes a summary of expended resources, objectives, and goals related to affordable housing, outcome measures, geographic distribution, and barriers to affordable housing.

This report is the product of public outreach consistent with the City of San Angelo's 2020-2024 Five-Year Consolidated Plan. Public notices were posted in the Standard Times and draft copies of the CAPER were posted at various locations throughout the city and on the City's website.

Approval of the 2022 CAPER will authorize the City to forward the final CAPER to the HUD Regional Office in Ft Worth.

Funding Source(s):

Financial Impact:

None

Other Information/Recommendation:

Attachments:

1. IDIS CAPER Draft IDIS CAPER Draft.pdf

Presentation:

Bob Salas

Approvals/Reviews:

Bob Salas

Theresa James

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Final Approval

CITY OF SAN ANGELO

2022 Program Year

Consolidated Annual Performance and Evaluation Report (CAPER)



NEIGHBORHOOD & FAMILY SERVICES DEPARTMENT
COMMUNITY & HOUSING SUPPORT DIVISION

PLEASE SEND ANY COMMENTS TO COMMUNITY & HOUSING SUPPORT: ATTENTION
MR. ROBERT SALAS, 72 WEST COLLEGE AVE., SAN ANGELO, TX 76903
OR EMAIL ROBERT.SALAS@COSATX.US

Introduction

The City of San Angelo (COSA) annually receives two grants from the U. S. Department of Housing and Urban Development (HUD): The Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME) grant. CDBG grants are awarded to entitlement communities (principal cities of a Metropolitan Statistical Area (MSA) or with a population greater than 50,000) to carry out a wide range of community development activities directed toward the revitalization of neighborhoods and improved facilities and services within the community. Maximum feasible priority must be given to activities that benefit low- moderate-income persons (including neighborhoods). HOME grants must be used to provide affordable housing for low- moderate-income persons. Income levels are set annually by HUD and are a percentage of the area median income (AMI), which in 2022 was \$61,300 in San Angelo for a family of four.

The majority of the CDBG funds and all of the HOME funds must have beneficiaries earning 80% or less of the AMI, either as a neighborhood or as individual households. To continue to receive the grants, the City must develop a Consolidated Plan every five years to identify the community's needs and goals to meet the needs and then an Annual Action Plan for each of the five years. The current Consolidated Plan is for the years 2020-2024. At the conclusion of each action year, the City must also prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that describes for the public and HUD how federal assistance was used during that action year. The CAPER that follows is for the first year of the current Consolidated Plan. The City's 2022 grants were as follows:

- CDBG - \$ 669,743
- HOME - \$ 447,050

Additionally, the City received program income in the amount of \$16,984 for CDBG, \$10,325 for HOME, and \$335,000 in local economic development sales tax funds earmarked for affordable housing. The City's CHDO leverages these funds to build new homes for low-moderate-income families in the neighborhoods targeted for revitalization. COSA receives payments on loans provided with grant funds for housing rehabilitation or mortgage payments from new home construction, a program that is no longer active.

Reporting to HUD is done online through the Integrated Disbursal and Information System (IDIS). Specific questions are completed for each step of the process: Consolidated Plan, Action Plan and the CAPER. Each has specific questions to which the City must respond. Terminology may not be familiar to the general public; definitions or further explanation of any information in the CAPER is available from the COSA Community & Housing Support Division (325-655-0824). Information in forms other than written English may be provided upon request by contacting COSA.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of San Angelo focuses the use of its Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funding on a combination of housing and community development activities. The Consolidated Plan includes the following priority goals as the basis for the activities approved in the Program Year (PY) 2022 Action Plan:

1. Expand housing options to create a safe, healthy, accessible, and affordable home for every resident.
2. Focus on strategies to achieve a sustainable increase in the homeownership rate.
3. Continue efforts to redevelop the six neighborhoods targeted for revitalization including homebuyer's assistance, code compliance, and rehabilitation of homes in targeted neighborhoods.
4. Continue to make housing affordable by assisting homeowners with repairs and first-time homebuyers with closing costs.
5. Assist special needs populations with supportive services, facilities, and housing needs, and expand efforts that eliminate or prevent homelessness.

PY 2022 Consolidated Annual Performance Evaluation Report (CAPER) captures the expenditures, accomplishments, and progress made on the strategies and goals outlined in the approved 2020-2024 Consolidated Plan, for HUD programs approved by the City of San Angelo City Council on July 21, 2020. The CAPER outlines achievements in affordable housing, homeless services, and community development programs. The PY2022 CAPER covers the time period starting October 1, 2022, to September 30, 2023, and is the third annual report of the Consolidated Plan. It also includes activities funded in previous fiscal years with accomplishments reported during PY2022. As with most new construction projects, the outcomes are not reported until the completion of the project. The following are several accomplishments achieved during the reporting period.

- Fifteen (15) households identified as Special Needs were assisted with Tenant-Based Rental assistance.
- Forty-seven (47) low-to-moderate income homeowners were assisted with the Emergency Repair Program.
- Twenty-two (22) low-to-moderate income homeowners were assisted with minor rehabilitation assistance in our Minor Repairs Program.
- Eight (9) low-to-moderate income first-time homebuyers were provided with down payment and closing cost assistance.
- Three (5) housing units were built for first-time homeowners.
- 15 households were assisted with short-term emergency sustenance payments due to COVID-19.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the

consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing (AHAP)	Affordable Housing	HOM E: \$	Homeowner Housing Added	Household Housing Unit	20	17	85.00 %	6	5	83.33 %
Decent Housing (ERP)	Affordable Housing	CDBG : \$	Homeowner Housing Rehabilitated	Household Housing Unit	125	168	134.40 %	20	47	235.00 %
Home Ownership (HAP)	Affordable Housing	HOM E: \$	Homeowner Housing Added	Household Housing Unit	0	0		0	0	
Home Ownership (HAP)	Affordable Housing	HOM E: \$	Direct Financial Assistance to Homebuyers	Households Assisted	30	19	63.33 %	4	9	225.00 %
Neighborhood Revitalization (NB,CC)	Affordable Housing	CDBG : \$	Homeowner Housing Rehabilitated	Household Housing Unit	100	46	46.00 %	15	22	146.67 %
Neighborhood Revitalization (NB,CC)	Affordable Housing	CDBG : \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	6000	5756	95.93 %	1200	2587	215.58 %
Special Needs & Homelessness (TBRA)	Homeless Non-Homeless Special Needs	HOM E: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	100	33	33.00 %	16	15	93.75 %

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives

identified in the plan, giving special attention to the highest priority activities identified.

The City has continued to address housing and community development needs in carrying out the PY 2022 Action Plan. Actions undertaken during PY2022 were consistent with the primary goals and objectives of the Consolidated Plan. The Consolidated Plan identified three key funding priorities:

1. Assist in the creation and preservation of affordable housing opportunities for low-income and special-needs households.
2. Support activities to end homelessness.
3. Support activities that strengthen targeted low-income neighborhoods.

Based on these three priorities, COSA developed six major goals that address these three priorities:

1. Expand housing options to create a safe, healthy, accessible home for residents
2. Continue to focus on strategies to achieve a sustainable increase in the homeownership rate
3. Continue efforts to redevelop the six neighborhoods targeted for revitalization
4. Improve livability in targeted neighborhoods by purchasing vacant lots and building new homes
5. Assist special needs/homeless populations with supportive services, facilities, and housing
6. Continue efforts to eliminate slum/blight and conditions detrimental to the health, safety, and public welfare of residents in the targeted neighborhoods

All of the funded projects for PY2022 directly addressed the City's priorities and goals.

Minor Repair Program – completed home-owner minor repairs for 22 low/moderate-income households in San Angelo; Emergency Repairs – assisted in preserving affordable housing by addressing needed repairs detrimental to the health and safety of 47 low/moderate-income homeowners; Homebuyers Assistance Program (HAP) – helped create affordable housing opportunities for 9 low/moderate-income individuals and families by assisting them in the purchase of new homes; CHDO activities – Galilee CDC, the City's CHDO helped create affordable housing opportunities for low/moderate-income individuals and families by constructing and selling 5 affordable housing units in targeted neighborhoods which also helped maintain and strengthen those targeted neighborhoods. In addition, 15 households whose income was affected by the COVID-19 pandemic were assisted with short-term sustenance payments.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	62	28
Black or African American	7	1
Asian	0	0
American Indian or American Native	0	4
Native Hawaiian or Other Pacific Islander	0	0
Total	69	33
Hispanic	50	20
Not Hispanic	19	9

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City tracked demographics of the households directly benefiting from the CDBG and HOME grant programs, including race, ethnicity, family size, which had female heads of households, and how many persons had a disability. The direct benefit activities included housing rehab and emergency repairs grants, HAP financing, and CHDO activities. This information is used for reporting in IDIS and (in the case of housing activities) for fair housing statistics.

The City identified the Hispanic ethnicity as the only minority group with a large percentage of persons in San Angelo. Of the number of persons directly receiving benefits, 70% were Hispanic and 8% were African American while the rest were White-not Hispanic. That aligns with the City's minority makeup of 38% Hispanic and 5% African American.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	669,743	730,057
HOME	public - federal	447,050	445,804

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Belaire		0	
Blackshear		0	
City Wide		0	
Fort Concho		0	
Lakeview		0	
Reagan		0	
Rio Vista		0	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City tracked demographics of the households directly benefiting from the CDBG and HOME grant programs, including race, ethnicity, family size, which had female heads of households, and how many persons had a disability. The direct benefit activities included housing rehab and emergency repairs grants, HAP financing, and CHDO activities. This information is used for reporting in IDIS and also (in the case of housing activities) for fair housing statistics. No publicly owned land or property located within the jurisdiction was used to address the needs identified in the plan.

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Community & Housing Support leveraged other City departments in order to obtain operating support to include financial, legal, planning, human resources, and purchasing. Community & Housing Support also leveraged over \$306K of local sales tax revenue for gap financing provided to low to moderate-income first-time homebuyers. Moreover, the city received a grant from Atmos to continue a housing weatherization program, expending \$24,072 to assist 14 homeowners.

The City of San Angelo complies with federal matching requirements for HOME. Over \$6K of match funds was accumulated for the 2022 program year. As of Sept 30, 2022, San Angelo maintained \$2,025,016.74 in excess matching funds. This reserve was more than adequate to meet the required match liability for the 2022 program year.

HOME Match Report, Form 40107-A is attached to this report.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	2,025,017
2. Match contributed during current Federal fiscal year	6,312
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	2,031,329
4. Match liability for current Federal fiscal year	45,869
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	1,985,460

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non- Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
2017 Vaughn 14	09/01/2023	45	0	0	0	0	0	0
2017 Vaughn 14 AUG	08/01/2023	20	0	0	0	0	0	0
212 Kobelin 46 AUG	08/01/2023	153	0	0	0	0	0	0
212 Koberlin JUL	07/01/2023	567	0	0	0	0	0	0
212 Koberlin 37 JUL	07/01/2023	210	0	0	0	0	0	0

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non- Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
212 Koberlin 40 AUG	08/01/2023	441	0	0	0	0	0	0
212 Koberlin 46 JUL	07/01/2023	20	0	0	0	0	0	0
212 Koberlin 46 JUL	07/01/2023	41	0	0	0	0	0	0
212 Koberlin 50	09/01/2023	20	0	0	0	0	0	0
2210 Twohig A	09/01/2023	174	0	0	0	0	0	0
2210 Twohig A JUL	07/01/2023	174	0	0	0	0	0	0
225 E 3rd 11 JUL	07/01/2023	240	0	0	0	0	0	0
225 E 3rd 11 AUG	08/01/2023	88	0	0	0	0	0	0
225 E 3rd 9 JUL	07/01/2023	20	0	0	0	0	0	0
225 E 3rd 9 AUG	08/01/2023	174	0	0	0	0	0	0
312 Fillmore C JUL	07/01/2023	20	0	0	0	0	0	0
3130 W Beauregard 34 JUL	07/01/2023	153	0	0	0	0	0	0
3130 W Beauregard 58 JUL	07/01/2023	153	0	0	0	0	0	0
3410 Wildewood JUL	07/01/2023	153	0	0	0	0	0	0

Table 6 – Match Contribution for the Federal Fiscal Year

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	14,703	14,703	8,291	0

Table 7 – Program Income

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0

Households Temporarily Relocated, not Displaced	0	0
--	---	---

Households Displaced	Total	Minority Property Enterprises				White Non- Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non- Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	45	83
Number of Special-Needs households to be provided affordable housing units	16	15
Total	61	98

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	16	15
Number of households supported through The Production of New Units	6	5
Number of households supported through Rehab of Existing Units	35	69
Number of households supported through Acquisition of Existing Units	4	9
Total	61	98

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City made progress during the program year on its new Consolidated Plan with regard to providing new affordable housing including the following:

- 69 homes were rehabilitated for low to moderate-income homeowners – 22 minor repairs and 47 emergency repair rehabilitations
- 5 new homes constructed by City's CHDO sold to low/moderate-income homebuyers at 40% below appraised value thru the City's gap financing program
- 9 first time homebuyers assisted with down payment and closing cost to purchase homes
- 15 low/moderate income special needs individuals provided rent assistance to move into new rental units
- 15 families were assisted with CARES Rent and Mortgage Assistance

Our projects fell a little short of meeting goals with the exception of the CHDO's new construction program and the newly implemented CARES Rent and Mortgage Assistance program. The city was deeply affected when the COVID-19 pandemic threatened the health and safety of its citizens. Many businesses were closed for a period of time.

Discuss how these outcomes will impact future annual action plans.

The City will continue to review program performance and adjust as appropriate to ensure that the goals and objectives cited in the 5-year Strategic Plan are met. High-performing programs such as the Housing Rehabilitation programs will be renewed in future annual plans while under-performing programs will be adjusted to meet the need or terminated if necessary.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	56	17
Low-income	9	8
Moderate-income	4	4
Total	69	29

Table 13 – Number of Households Served

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

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

The City of San Angelo is a key community partner in the Local Homeless Coalition (LHC). The City applied for and received a Continuum of Care grant to establish and manage a Rapid Rehousing (RRH) program for the homeless community. As part of the grant, the City has initiated a Coordinated Entry (CE) process using the HMIS process to ensure that homeless persons' needs are addressed. These needs will be assessed at entry into the RRH CE process and coordination with community resources via HMIS. In addition, the LHC developed an Outreach Group that routinely conducts outreach to local homeless persons in order to provide information on ongoing services and resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City's only emergency shelter is dedicated to victims of domestic violence. For the general homeless community, the LHC developed a program called "Out of the Cold" that provides temporary shelter or a warming center when the temperatures drop below a certain threshold.

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

The City currently is providing rent/mortgage assistance thru the CARES Act CDBG-CV funds to help low/mod individuals remain in their homes. In addition, the City received HOME- ARP funds to carry out an eviction diversion program for those who have entered the eviction process in order to help those families and individuals from being evicted.

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

Resources from community partners provide resources that target homeless veterans, homeless families with children, and chronically homeless individuals to assist their transition into permanent housing. These programs include the HUD-VASH program, RRH program, Galilee CDC's transitional housing, and TBRA programs.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

In PY2022, HASA, through the Housing Choice Voucher Program (Section 8) provided 8520 months of rental assistance for low-income families at a total annual cost of \$4915009. Rent assistance was provided to an average of 700 families a month at an average cost of \$576 per month per household. Public Housing is at 180 units with 0 vacancies. No new units were added in PY2022.

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

The Housing Authority of San Angelo encourages resident involvement in management by filling a spot on the HASA Board of Directors with a Resident commissioner and promoting a separate Resident Advisory Board. **Ms. Becky Fraser** serves as the Public Housing resident commissioner on our HASA Board of directors.

Actions taken to provide assistance to troubled PHAs

Not applicable as the San Angelo Housing Authority is not troubled.

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Per the Analysis of Impediments to Fair Housing Choice, the City was unable to identify public policies that are detrimental to the return on residential investment. City policies have acted to support affordable housing programs and projects that have allowed homes across neighborhoods targeted for revitalization to increase in value.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

There were no specific activities to address obstacles to meeting the underserved needs in the PY2022 Annual Action Plan; however, actions and activities throughout the year and as described in this CAPER benefited the underserved as a whole. These activities that helped meet underserved needs included the City's affordable housing programs and rental assistance programs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City addresses LBP on all owner-occupied residential homes that have been approved for rehabilitation work and were built prior to 1978 (includes Emergency Repair Program projects) or on any post-1978 constructed home where a child or person resides who has been identified with an Elevated Blood Lead Level (EBLL). A Lead Inspection and or Risk Assessment will be done on these homes to determine if there is any lead-based paint in the home or in the soil around the home. If lead is found, a determination of the lead-based paint hazards associated with the presence of the detected lead will be conducted. The requirements for rehabilitation will correspond to the three approaches to lead hazard evaluation and reduction. Complete rehabilitation work must meet more stringent requirements than emergency repairs. The three approaches and the levels of rehabilitation assistance (costs) are as follows: 1) Do No Harm (<\$5,000) - Perform the rehabilitation in a way that does not create additional lead hazards. Clearance of work site. 2) Identify and Control Lead Hazards (\$5,000 to \$25,000) - Identify lead-based paint and hazards and use a range of interim control and abatement methods to address the hazards. Clearance of unit. 3) Identify and Abate Lead Hazards (>\$25,000) - Identify lead-based paint hazards and remove them permanently by abatement. Clearance of unit.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

While the City does not have a mechanism or process to track and report on the number of families removed from poverty, the City recognizes that its future economic viability rests with the elimination of poverty. San Angelo has and will continue to undertake efforts in housing and supportive services to improve the quality of life of its low/moderate-income residents so long as funding for such activities is available.

Education and Job Training

Workforce development and area-wide economic development have been identified as priorities that will aid the City in reducing the number of persons living below the poverty level. The West Texas Training Center, San Angelo Independent School District, Angelo State University, Howard College, the Chamber of Commerce, and regional business, industry,

and healthcare organizations continued to meet the occupational training needs of the Concho Valley region and West Texas.

Housing

Affordable housing is one of the City's anti-poverty activities. The City oversaw several housing programs aimed at either improving the quality of the housing stock or reducing the housing costs of low/moderate-income families in order to help keep families' housing costs down and thus help families from falling into poverty.

- Affordable housing emergency repair and minor repair
- First-time homebuyers
- Tenant-based Rental Assistance
- Homeless Prevention Program
- CHDO new home construction

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City's institutional structure is solid and the City staff that oversees and manages federal grants has been in place for over ten years. The team is tenured and experienced and is provided with training that is required and appropriate. To ensure widespread information and access to the programs, especially by LMI households, the funding process involved the participation of representatives from several governmental entities, non-profit organizations, and grassroots citizen support groups. In this way, local policymakers and administrators were able to identify the needs of LMI neighborhoods and evaluate applications accordingly.

Running concurrently with the City's review process was a series of hearings and meetings at the local City and neighborhood levels. These meetings provided information to local residents, specifically targeted neighborhoods, regarding the process for preparation, submission, and selection of project proposals. During this project development phase, City staff members worked with local citizens to assess local needs and develop project proposals. The City held two neighborhood public meetings to discuss potential projects and two City Council public hearings to once again review and approve projects that were selected for funding in PY2022.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The CHS staff participates in an ad-hoc Affordable Housing Committee that includes public and private entities that deal with housing. This ad hoc committee discusses issues related to housing to include coordinating areas for housing investment and project development.

While the City does not have a social services department, City staff are members of the Concho Valley Homeless Planning Coalition board of directors and are very active in the planning process and coordination of social services for homeless families and individuals with a goal to help develop and maintain an unofficial continuum of care for those in

need.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City's Analysis of Impediments to Fair Housing Choice discovered that the major barriers to affordable housing in San Angelo are a lack of financial resources and all the implications that are associated with that condition. Low-income persons will have a difficult time finding affordable housing, defined as housing that costs less than 30% of gross income. Education and job training may provide a way to higher income and better living conditions for some low-income families. However, elderly and disabled individuals are often unable to increase their income or improve their living conditions through these means. In addition to inadequate income and creditworthiness, a growing elderly population, racial and ethnic divergences, and slow economic growth are other contributing factors that help create impediments.

To help ameliorate these impediments, the City worked to develop and further increase the affordable housing stock through several programs and projects that included:

- Affordable housing emergency repair and rehabilitation
- First-time homebuyers
- Homeless Prevention Program
- Tenant-based Rental Assistance
- CHDO new home construction

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CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring was conducted every month for each subrecipient not only to verify that the reimbursements submitted were for eligible expenses but also to verify that each subrecipient was complying with all the requirements in their agreement. Each reimbursement request was verified for eligibility. Also, each of the participants in each program was examined to verify their eligibility for assistance.

The City does not discriminate against minority or women-owned businesses during the bidding process and awarded several emergency repair projects to minority and women-owned businesses including a business owned by an African American male (Mayberry Electric) and a female-owned business (Electric by Deb). The bids include an invitation for minorities and women to bid on all projects. All projects approved for funding listed in the Annual Action Plan comply with and follow the 2020-2024 Consolidated Plan. The City met all comprehensive planning requirements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A complete draft of this report has been made available for public review and comment for a fifteen (15) day period beginning December 5, 2023. The availability of this report has been publicly advertised consistently with the provisions of the City of San Angelo's Consolidated Plan with printed copies available at strategic locations throughout the city as specified in the Citizen Participation Plan. There were no public comments received during the fifteen-day period.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

This was the third year of the 2020-2024 Consolidated Plan and the objectives did not change from those identified in the Consolidated Plan other to include the CARES Act Funding to assist households affected by the COVID-19 pandemic. The City met the requirements to have not more than 1.5 times the annual grant and activities are reaching completion in a timely manner once underway.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City provided funding in support of a LIHTC 36 single-family unit project called Noah Estates. HOME funds covered the construction of two units. The units were inspected in October 2023. There were no issues detected at the time of inspection.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

All units in the Noah Estates were occupied throughout the entire program year so there were no vacancies. In addition, there is a waiting list of over 50 potential renters for any vacancy that may open up, making it unnecessary to market the program outside of the normal advertisements in local magazines, websites, and periodicals including Conexion San Angelo, a Spanish/English bi-weekly newspaper.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Program income in the amount of \$8,291.12 was drawn for tenant-based rental assistance (IDIS activity #2092). All households are LMI households.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

The City Council approved support for a LIHTC 48-unit senior living duplexes development in the Ft Concho area which is one of the six neighborhoods targeted for revitalization earmarking \$10K from local Economic Development Sales Tax program funds. The complex received the tax credits in July 2017 and construction began in February 2018 and was completed in 2019.

HOME-ARP

In September 2021, HUD announced an allocation of \$1,110,165 to the City of San Angelo for a new grant called the Home Investment Partnerships Grant American Rescue Plan (HOME-ARP). The purpose of HOME-ARP funds is to provide homelessness assistance and supportive services through several eligible activities. Eligible activities include the acquisition and development of non-congregate shelters, tenant-based assistance, supportive services, HOME-ARP rental housing development, administration and planning, and nonprofit operating and capacity-building assistance. HOME-ARP funds must assist people in HOME-ARP "qualifying populations," which include: sheltered and unsheltered homeless populations; those currently housed populations at risk of homelessness; those fleeing or

attempting to flee domestic violence or human trafficking; other families requiring services or housing assistance or to prevent homelessness; and those at greatest risk of housing instability or in unstable housing situations. Qualifying populations were identified as families requiring housing assistance to prevent homelessness, and also households who were at the greatest risk of housing instability. Households that met this criteria were extremely low-income with severe cost burdens, and households with an annual income less than or equal to 50% of AMI. After an assessment of the needs of “qualifying populations” in the City, along with a comprehensive citizen participation process which included consultation with local stakeholder agencies, the City developed a HOME-ARP Allocation Plan. It was determined that the priority needs for qualifying populations were 1.) increasing the affordable rental housing stock, 2.) the provision of supportive services, and 3.) administration and planning for the HOME-ARP program. In summary, there is a gap in affordable housing availability and services for those who are most vulnerable in San Angelo, including, but not limited to veterans and victims of assault. To address this need, the City will provide tenant-based rental assistance to qualifying populations, assist those clients with supportive services such as utility payments and rental arrears, and through a subrecipient, renovate and rehabilitate a 14-unit apartment complex for the sole purpose of providing rental preference to at least eight (8) eligible homeless veterans as identified by CPD-21-10 with HOME-ARP funds. During the current program year, the City of San Angelo assisted 36 households with tenant-based rental assistance, and 22 of those assisted with TBRA also received supportive services.

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CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0	0			
Total Section 3 Worker Hours	0	0			
Total Targeted Section 3 Worker Hours	0	0			

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0			
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0			
Direct, on-the job training (including apprenticeships).	0	0			
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0			
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0			
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	0			
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0			
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0			
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0			
Held one or more job fairs.	0	0			
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0			
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0			
Assisted residents with finding child care.	0	0			
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0			
Assisted residents to apply for, or attend vocational/technical training.	0	0			
Assisted residents to obtain financial literacy training and/or coaching.	0	0			
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0			
Provided or connected residents with training on computer use or online technologies.	0	0			
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0			
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0			
Other.	0	0			

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

This section reports on Section 3 reporting requirements, which were announced on October 29, 2020, in the Section 3 Final Rule, and set new benchmarks for the program under 24 CFR 75. Section 3 helps to establish more economically sustainable communities by ensuring that employment and other economic opportunities generated by Federal assistance for development programs are directed towards very low- and low-income persons to the greatest extent possible, and in particular to those who are recipients of Federal assistance. The Final Rule changes tracking the number of qualified new hires in Section 3 projects, to tracking the total labor hours worked.

Section 3 activities cover housing rehabilitation and construction and public improvement construction activities assisted under HUD grant programs that provide housing and community development financial assistance that exceeds a threshold of \$200,000 per activity. In PY 2022, there were no activities reported that met the Section 3 threshold.

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services

Meeting Date: December 19, 2023

Item type: Consent Item

Caption:

Second reading of an ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 31.356-acre tract out of the A.B. & M. Survey No. 3, Abstract No. 24, and B.S. & F Survey No. 5 Abstract No. 101 Tom Green County, Texas, located northwest of Arden Rd. and F.M. 2288 (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

Second reading an ordinance annexing into the City of San Angelo, by petition of the property owner, of an unaddressed 31.356-acre tract out of the A.B. & M. Survey No. 3, Abstract No. 24, and B.S. & F Survey No. 5 Abstract No. 101 Tom Green County, Texas, located northwest of Arden Road and F.M. 2288. The property has an approved preliminary plat that includes this area that is the subject of the annexation. The rezoning will be coming forward in the near future to develop single-family residential lots, being RS-1. On November 21, 2023 City Council voted 6-0 in favor. One member was absent from the meeting.

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | DRAFT Ordinance & Service Plan Arden Heights #2 | DRAFT Ordinance & Service Plan Arden Heights #2.docx |
| 2. | Memo_CC_ArdenHeights_Annexation (2) | Memo_CC_ArdenHeights_Annexation (2).docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Sherry Bailey
Aaron Vannoy
Brandon Dyson
Aaron Vannoy
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

AN ORDINANCE ANNEXING INTO THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS, ON PETITION OF PROPERTY OWNERS, TERRITORY GENERALLY DESCRIBED AS AN UNADDRESSED 31.356-ACRE TRACT OUT OF THE A.B. & M. SURVEY NO. 3, ABSTRACT NO. 24 AND B.S. & F SURVEY NO. 5, ABSTRACT NO. 101, LOCATED NORTHWEST OF ARDEN ROAD AND F.M. 2288, TOM GREEN COUNTY, TEXAS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS AND OWNERS OF SAID TERRITORY; DIRECTING NOTICES AS REQUIRED BY LAW; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of San Angelo, Texas (the "City") is a home-rule municipality authorized by State law and the City Charter to annex territory lying adjacent and contiguous to the corporate limits of said City; and

WHEREAS, pursuant to Texas Local Government Code, Section 43.0671, all of the owners of a tract of land containing 31.356 acres situated immediately west of the City Limits, generally located northwest of Arden Road and F.M. 2288, more fully described in Exhibit "A," attached hereto and made a part hereof for all purposes (hereinafter the "Territory"), have petitioned the City Council in writing to annex the Territory into the corporate limits of the City; and,

WHEREAS, the City Council accepted the Petition Requesting Annexation by Territory owners, and directed Planning staff to proceed with the proposed annexation schedule, at a regularly held meeting of the City Council on August 15, 2023; and,

WHEREAS, under Section 43.016 of the Texas Local Government Code, the City is required to offer the owner a development agreement if the Territory is appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or as timber land, that guarantees continuation of the extraterritorial status of the area, and authorizes enforcement of all regulations and planning authority of the city that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, the City has offered the Territory owners a development agreement under Section 43.016 as the Territory is currently appraised for agricultural use, and the owners have declined the agreement, electing instead to seek annexation of the Territory; and,

WHEREAS, a public hearing on the annexation was held, the 21st day of November, 2023, as required by law, where all interested persons were provided an opportunity to be heard on the proposed annexation of the Territory; and

WHEREAS, all notices have been issued as required by law and all public hearings have been held within the time required by law pursuant to notices duly posted and published; and

WHEREAS, a service plan has been prepared that provides for the extension of appropriate municipal services into the Territory, which plan is attached hereto, and the City is able to provide such services; and

WHEREAS, the Territory is not within the boundaries of any other municipality, lies within the extraterritorial jurisdiction of the City, and lies adjacent to and adjoins the present boundaries of the City;

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

Section 1 Findings of Fact. All of the above premises are hereby found to be true and correct and are incorporated into the body of this ordinance as if fully set forth; and all required legal conditions for annexation have been met.

Section 2 Annexation. The Territory described in Exhibit "A," attached hereto and incorporated herein for all purposes, said Territory lying adjacent to and contiguous with the present boundaries of the City, be and is hereby added and annexed into the City, and said Territory shall hereafter be included within the corporate limits of the City, and the present boundary lines of said City, at various points contiguous with the Territory annexed, are hereby altered, extended and amended so as to include said Territory within the corporate limits of the City.

Section 3 Amendment of Boundaries and Official Map of City. The official map and boundaries of the City, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Territory as part of the City, and incorporated into the adjacent Single Member District No. 6 (SMD 6).

Section 4 Service Plan. The service plan attached hereto as Exhibit "B" is hereby approved and is incorporated herein for all purposes. The City makes an affirmative determination that this service plan provides for the extension of services to the annexed Territory which are comparable to other areas within the City with similar land utilization, population density and topography. It is further found that those characteristics of land use, population density and topography which distinguish this Territory from other areas of the City are considered a sufficient basis for providing a different level of services in the annexed Territory.

Section 5 Pro Rata Share of Taxes. The annexed Territory, being a part of the City for all purposes, shall bear its pro rata part of taxes levied by the City.

Section 6 Rights, Privileges and Duties of Inhabitants. The inhabitants of the annexed Territory shall be entitled to all the rights and privileges of the other citizens of the City and shall be bound by the Charter, Ordinances, Resolutions and other regulations of the City.

Section 7 Filing and Notice of Ordinance. The City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of Tom Green County, Texas, the Voting Registrar of Tom Green County, the Tom Green County Appraisal District, and the Texas Comptroller of Public Accounts in the manner required by law. The City Clerk is further directed to notify any service providers of services in the annexed Area, and all other parties as required by law.

Section 8. Severability. If any part, provision, section, subsection, sentence, clause or phrase of this ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby, it being the intent of City Council in adopting this ordinance, that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 9. Open Meeting Act Compliance. The City Council for the City of San Angelo hereby finds and declares that the meetings at which this ordinance was introduced and finally passed were open to the public as required by law and that public notice of the time, place and purpose of said meetings was given as require by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 10. Effective Date. This ordinance will become effective on, from and after its date of adoption.

INTRODUCED with public hearing on the 21st day of November 2023, and finally PASSED, APPROVED AND ADOPTED on this the 5th day of December, 2023.

THE CITY OF SAN ANGELO

By: _____
Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit "A" (Legal Description and Survey)

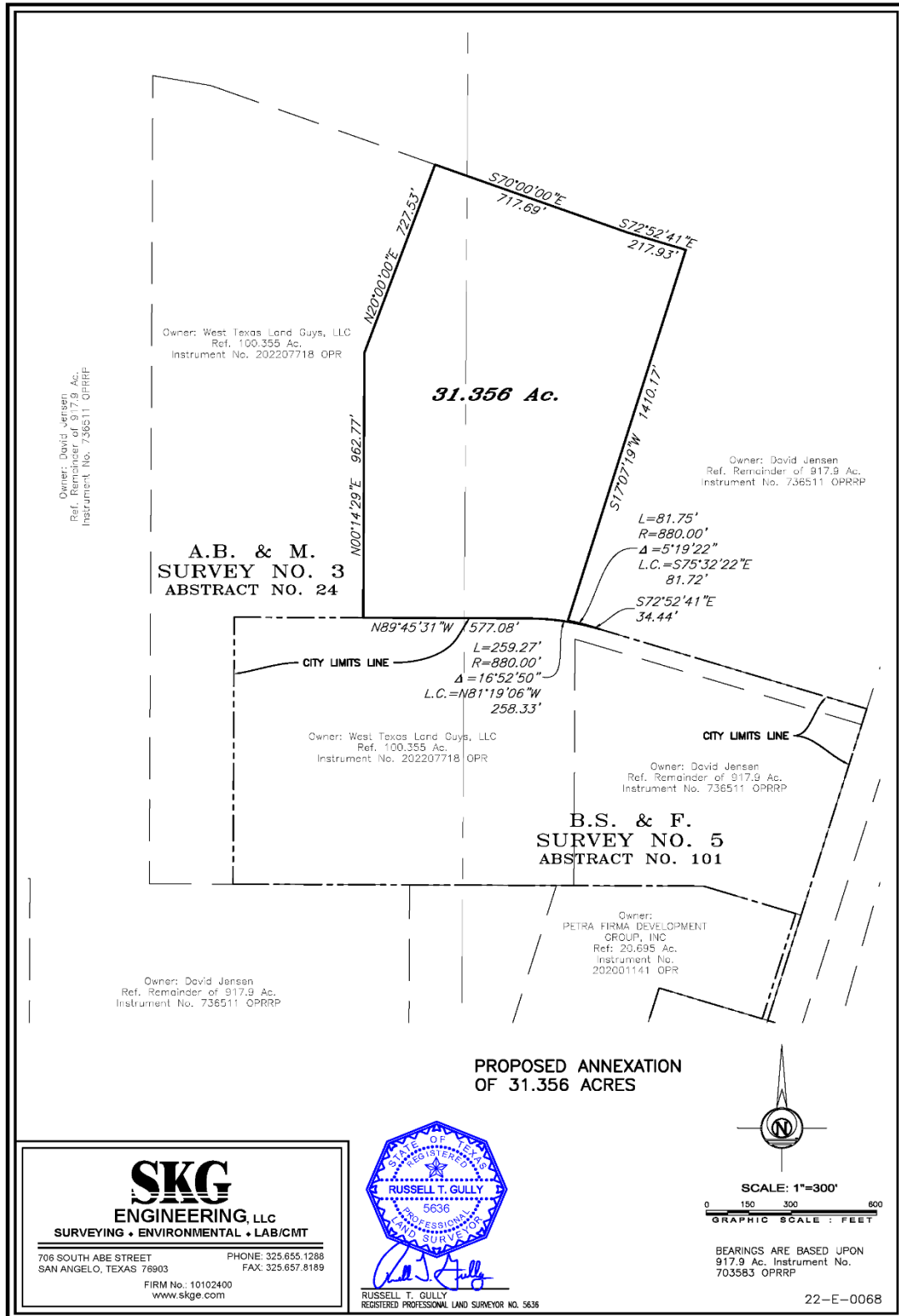


Exhibit "A" (Legal Description and Survey)

EXHIBIT "A"

FIELD NOTES

31.356 Acres

June 21, 2023
22-E-0068_Annex31.356Ac

Being an area of 31.356 acres of land out of A.B. & M. Survey No. 3, Abstract No. 24 and B.S. & F. Survey No. 5, Abstract No. 101, Tom Green County, Texas and said 31.356 acres being out of that certain 100.355 acre tract described and recorded in Instrument Number 202207718, Official Public Records of Tom Green County, Texas and said 31.356 acres of land being more particularly described by metes and bounds as follows:

Beginning at a point for the southwest corner of this tract and being on the existing city limits line and having coordinates of N:10492557.58, E:2237195.13 based on Texas State Plane Coordinate System NAD83, Central Zone;

Thence with the west boundary line of this tract as follows:

N. 00°14'29" E. a distance of 962.77 feet to an angle corner;

N. 20°00'00" E. a distance of 727.53 feet to the northwest corner of this tract and on the north line of said 100.355 acre tract;

Thence with the north boundary line of this tract and said 100.355 acre tract as follows:

S. 70°00'00" E. a distance of 717.69 feet to an angle corner;

S. 72°52'41" E. a distance of 217.93 feet to the northeast corner of this tract and said 100.355 acre tract;

Thence with the east boundary line of this tract and said 100.355 acre tract S. 17°07'19" W. a distance of 1410.17 feet to an easterly north line of said 100.355 acre tract;

Thence with an easterly north line of this tract and said easterly north line of said 100.355 acre tract and in an easterly direction with a non-tangent curve turning to the right, having a radius of 880.00 feet, central angle of 05°19'22", arc length of 81.75 feet, whose long chord bears S. 75°32'22" E. a distance of 81.72 feet to a point;

Thence continuing with said easterly north line of this tract and said 100.355 acre tract S. 72°52'41" E. a distance of 34.44 feet to a point on the current city limits line;

Thence with the south boundary line of this tract and with said current city limits line and in a westerly direction with a tangent curve turning to the left, having a radius of 880.00 feet, central angle of 16°52'50", arc length of 259.27 feet, whose long chord bears N. 81°19'06" W. a distance of 258.33 feet to a point;

Thence continuing with said south boundary line of this tract and said current city limits line N. 89°45'31" W. a distance of 577.08 feet to the place of beginning and containing 31.356 acres of land.

EXHIBIT B

SERVICE PLAN AGREEMENT. This Agreement, including the following Service Plan, constitutes the service plan agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

COMMENCEMENT OF SERVICES. Except as otherwise provided herein, the City will provide the municipal services set forth below commencing on the effective date of annexation. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

SERVICES NOT PROVIDED. Pursuant to Texas Local Government Code Section 43.0672(c), it is understood and agreed that the City is not required to provide a municipal service that is not included in this Agreement.

AGREEMENT RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The terms of this Agreement constitute covenants running with the land comprising the Territory and is binding on the Owner(s).

Executed on the ____ day November 2023, to be effective on the effective date of annexation of the Territory.

CITY OF SAN ANGELO

**WEST TEXAS LAND GUYS SAN ANGELO,
LLC (OWNER)**

By: _____
Daniel Valenzuela
City Manager

By: _____
Eric von Rosenberg, Managing Member

Attest:

Approved as to Form and Legality:

Heather Stastny, City Clerk

Theresa James, City Attorney

Approved as to Content:

Aaron Vannoy, Planning &
Development Services Assistant Director

SERVICE PLAN FOR EXTENSION OF MUNICIPAL SERVICES TO AN AREA DESCRIBED AS FOLLOWS:

Generally located northwest of Arden Road and F.M. 2288, and specifically described as a 31.356 acre tract of land in the A.B. & M. Survey No. 3, Abstract No. 24, and B.S. & F Survey No. 5 Abstract No. 101 Tom Green County, Texas (West Texas Land Guys San Angelo, LLC).

SERVICE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION:

1. POLICE PROTECTION

Existing Services: Police protection provided by Tom Green County Sheriff's Office.

Services to be provided:

The City of San Angelo, Texas and its Police Department will provide police protection to the newly annexed territory at the same or similar service now being provided to other areas of the City of San Angelo, Texas.

Patrolling, radio and dispatch responses to calls, traffic enforcement, and other routine police services will be provided.

2. FIRE PROTECTION AND EMERGENCY SERVICES

Existing Services: Emergency medical services provided by the City of San Angelo currently extend to medical emergencies county wide. Fire service provided by volunteer fire departments.

Services to be provided:

The City of San Angelo, Texas and its Fire Department will provide fire protection and emergency medical service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of San Angelo, Texas which exhibit land use and population densities similar to that of the newly annexed area.

The City of San Angelo Fire Department will respond to all dispatched calls (including those for emergency medical services) and other requests for service or assistance within the newly annexed area, the same as it would within other areas inside the City limits of San Angelo.

Topography, land use, and population density will not affect fire or emergency services. The newly annexed area has provided plans and a proposed installation schedule for new water hydrants to service the area.

The Office of Fire Prevention will provide permitting and inspection services upon annexation. This includes issuing permits and conducting fire sprinkler, fire alarm, commercial hood or special agent system inspections as well as occupancy and maintenance inspections for any new construction and remodeling projects, as well as any other applicable enforcement of adopted codes and standards within the City of San Angelo.

3. SOLID WASTE COLLECTION

Existing Services: None

Services to be provided:

The same regular solid waste collection services now provided within the city will be extended to the newly annexed area after the effective date of annexation.

4. MAINTAINING WATER AND WASTEWATER FACILITIES

Existing Services: None

Services to be provided:

Water and sanitary sewer service to the area will be provided in accordance with the City Code of Ordinances and departmental policy. When other property develops in the adjacent area, water and sanitary sewer service shall be extended in accordance with the City of San Angelo Code of Ordinances and departmental policy. Prior to future development, a subdivision plat(s) shall be approved by the City and recorded with Tom Green County that includes any required provisions for water and sanitary sewer service.

As part of the subdivision plat, the developer/owner shall prepare and submit plans for approval of a looped water main system or approved deferral process, illustrating the proposed installation of a water main and complete the installation in accordance with the approved version of these plans prior to plat recordation.

5. MAINTAINING ROADS, STREETS, AND ALLEYWAYS

Existing Services: Provided by Tom Green County.

Services to be provided:

Developers of land within the newly annexed territory will be required to provide streets in accordance with applicable ordinances of the City of San Angelo, including the City of San Angelo's Master Throughfare Plan, and such street improvements shall comply with specifications required by the City of San Angelo, for properly dedicated streets. Any and all roads, streets or alleyways which have been properly dedicated to the public shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar land use, population density and topography.

6. MAINTAINING PARKS, PLAYGROUNDS, AND SWIMMING POOLS

Existing Services: None

Services to be provided:

Upon annexation, the owners and residents of property located within the annexed area shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the City.

Private parks, playgrounds, and/or swimming pools will remain under private ownership and will be maintained under private ownership and responsibility.

The subject annexation area has been identified as a key underserved area in the City of San Angelo Parks Master Plan. The City has recently completed the process of updating its Master Plan which reviewed these underserved areas.

7. BUILDING INSPECTION

Existing Services: None

Services to be provided:

The Building Inspection Department will provide building permitting services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of San Angelo. These services can be provided within the department's current budget.

8. PLANNING AND ZONING

Existing Services: None

Services to be provided:

The Planning Division's responsibility for regulating development and land use through the administration of the City of San Angelo Zoning Ordinance and Comprehensive Plan will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Angelo Subdivision Ordinance. These services can be provided within the department's current budget.

9. CODE COMPLIANCE

Existing Services: None

Services to be provided:

The Code Compliance Division generally enforces compliance with the City's Codes and Ordinances, largely on a complaint basis. This includes inspection of properties to ensure such compliance.

10. MAINTAINING OTHER PUBLIC OWNED FACILITIES OR BUILDINGS

Existing Services: None

Services to be provided:

In the event any such publicly-owned facility or building does exist and are public facilities or

buildings, the City of San Angelo shall maintain such facilities or buildings to the same extent and degree that it maintains similar municipal facilities and buildings now incorporated in the City of San Angelo, Texas. Subject to funding by Council.

The City Council of the City of San Angelo, Texas is not aware of the existence of any publicly-owned facility or building now located in the area proposed for annexation.

Upon annexation, the owners and residents of property located within the newly annexed areas shall be entitled to the use of all municipal facilities, buildings, and services, subject to the same restrictions, fees, and availability that pertains to the use of those.

11. STORM WATER MANAGEMENT

Existing Services: None

Services to be provided:

Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completion.

12. STREET LIGHTING

Existing Services: None

Services to be provided:

The City of San Angelo will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy for all areas within the city limits of the City of San Angelo.

MEMO

**Meeting**

Date: November 21, 2023

To: City Council

From: Sherry L. Bailey, AICP
Principal Planner

Agenda Item: First reading and public hearing of an ordinance annexing into the City of San Angelo, by petition of the property owner, of an unaddressed 31356-acre tract out of the A.B. & M. Survey No. 3, Abstract No. 24 and B.S. & F. Survey No. 5, Abstract No. 101 Tom Green County, Texas, located northwest of Arden Road and F.M. 2288.

Background:

The applicant, West Texas Land Guys, LLC, recently purchased a total of 100.355 acres of land which included this 31.356-acre tract. The applicant intends to annex this property to facilitate zoning to Single-Family Residential (RS-1) for a future residential development. The tract is identified as being part of a preliminary plat for Arden Acres which was approved by the Planning Commission on July 18, 2022. This annexation was also presented to the Planning Commission at that meeting for information purposes only (no formal action was required nor taken). On July 17, 2023, the associated zoning application was recommended approved by the Planning Commission. The zoning subject to the annexation being approved will be presented to Council for consideration at the December 5, 2023 meeting.

Compatibility with the City's Comprehensive Plan:

The City's 2009 Strategic Plan Update to its Comprehensive Plan sets certain policies for annexation of land into the City Limits. The property is identified in the 2009 City's Annexation Plan as "intermediate" for annexation within the next 5-20 years. Since the plan was adopted as part of the City's Strategic Plan Update 13 years ago, Staff believes this area is now ready to be developed. One of the annexation policies is to anticipate "realistic potential for development of new home sites and new business activity all around the urban fringe, annexing the most promising such areas where timely application of urban development standards can have an effective impact." It is located immediately west of an existing property already in the City Limits so this would be a logical extension of the City compatible with this policy. There is an existing 16 inch water main running adjacent to F.M. 2288 and an existing 12 inch sewer main at the corner of Arden Road

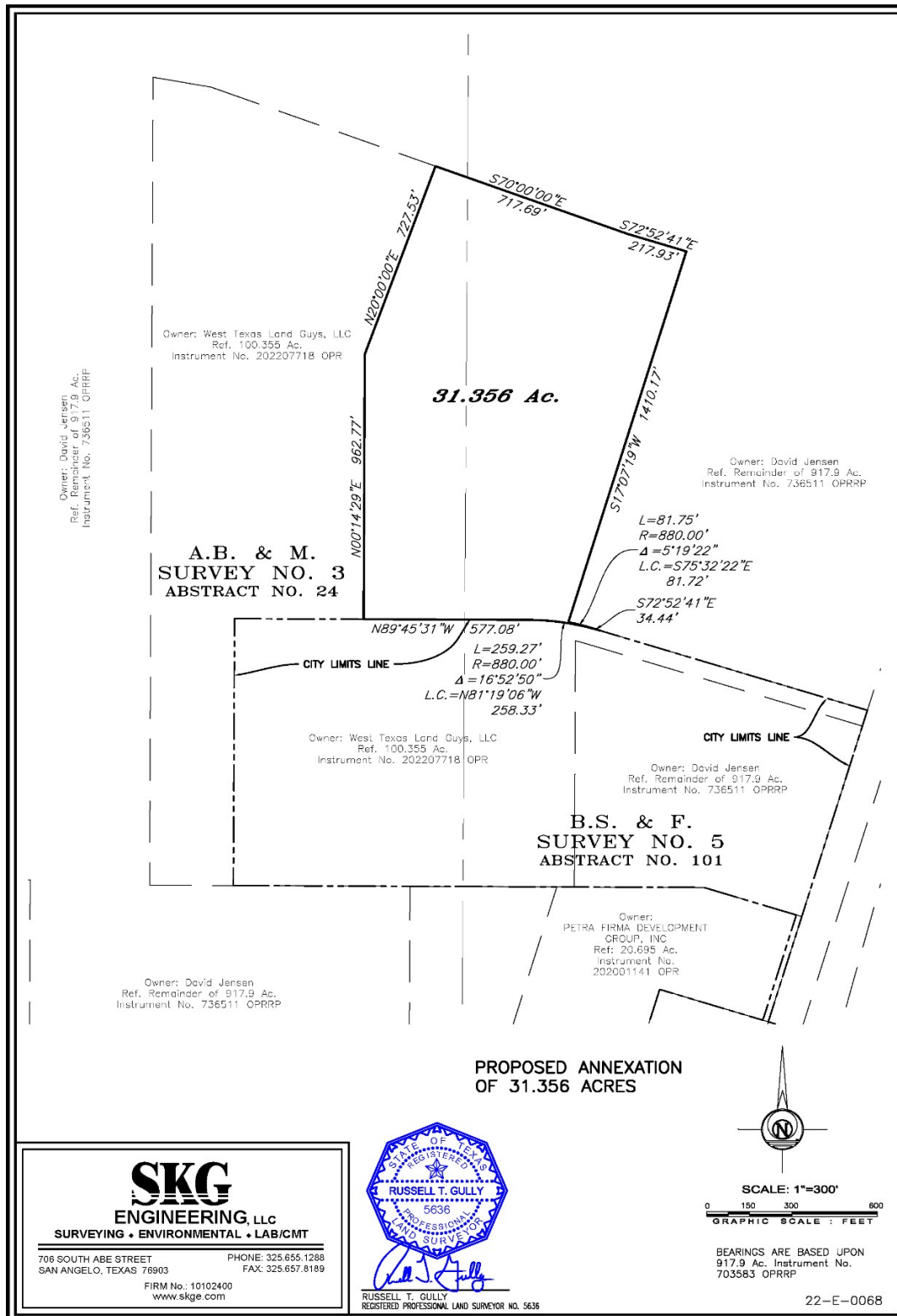
and F.M. 2288. *City staff and the Attorney's Office have finalized a draft Service Plan outlining all required services, including water and sewer extensions. Per Chapter 43.0672 of the Texas Local Government Code, this Service Plan is required to be approved prior to annexation.* The property has a future land use of "Neighborhood" in the Comprehensive Plan which calls to "promote neighborhood diversity and security by encouraging a mix of age, income, and housing choices within San Angelo's neighborhoods." The proposed RS-1. Finally, the City's Master Thoroughfare Plan (MTP) identifies a future minor collector road extending north-south through the property. The applicant will be required to construct this road as part of a future plat, or request that this road be relocated which will require an amendment to the MTP.

Recommendation:

Staff recommends **APPROVAL** of an ordinance annexing into the City of San Angelo, by petition of the property owner, an ordinance annexing into the City of San Angelo, an unaddressed 31.356-acre tract out of the A.B. & M. Survey No. 3, Abstract No. 24, and B.S. & F Survey No. 5 Abstract No. 101 Tom Green County, Texas.

Attachment:

Annexation Petition



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TEXAS

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

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

Signed: _____

Printed Name: _____

Title: _____

Date: June 20, 2023

THE STATE OF TEXAS

COUNTY OF TOM GREEN

BEFORE ME, this instrument was acknowledged on June 21, 2023 by person's name or entity.

Notary Public, State of Texas

My commission expires: 3.20.2027



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services

Meeting Date: December 19, 2023

Item type: Consent Item

Caption:

Second reading of an ordinance for Z23-08 to zone property to the Single Family Residential zoning district, being 31.356 acres, located northwest of the intersection of Arden Rd. and FM 2288 (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

Second reading for zone change request to become single-family RS-1 zoning for 31.356 acres in the abstract 0024 Section 0003, A B & M Survey; abstract 0101 Section 0005, B S & F Survey. On December 5, 2023, City Council approved 7-0.

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

City Council voted unanimously to approve this rezoning at the first reading and public hearing on December 5, 2023.

Attachments:

- | | |
|----------------------------|--|
| 1. Zoning Ordinance Z23-08 | Zoning Ordinance Z23-08 corrected.docx |
| 2. Staff Report Z23-08 | Staff Report Z23-08 .pdf |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Sherry Bailey	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved

Aaron Vannoy
Theresa James
Heather Stastny

Approved
Approved
Final Approval

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 ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 31.356 ACRES OF UNZONED LAND TO THE SINGLE FAMILY RESIDENCE (RS-1) ZONING DISTRICT GENERALLY LOCATED NORTHWEST OF ARDEN ROAD AND FARM TO MARKET ROAD FM2288** IN CONNECTION WITH AN ANNEXATION; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z23-08: Arden Heights

WHEREAS, on the 17th day of July, 2023, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed 31.356 acres of unzoned land to Single Family Residence (RS-1); and,

WHEREAS, on the 5th day of December 2023, City Council held a public hearing on Z23-08, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

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

The real property generally located northwest of Arden Road and FM 2288, described as 31.356 acres out of A.B. & M. Survey No. 3, Abstract No. 24 and B.S. & F. Survey No. 5, Abstract No. 101, Tom Green County, Texas, as more particularly described and depicted on Exhibit "A" of this Ordinance.

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

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein 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 **5th day of December, 2023**, and finally PASSED, APPROVED AND ADOPTED on this the **19th day of December, 2023**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit "A"

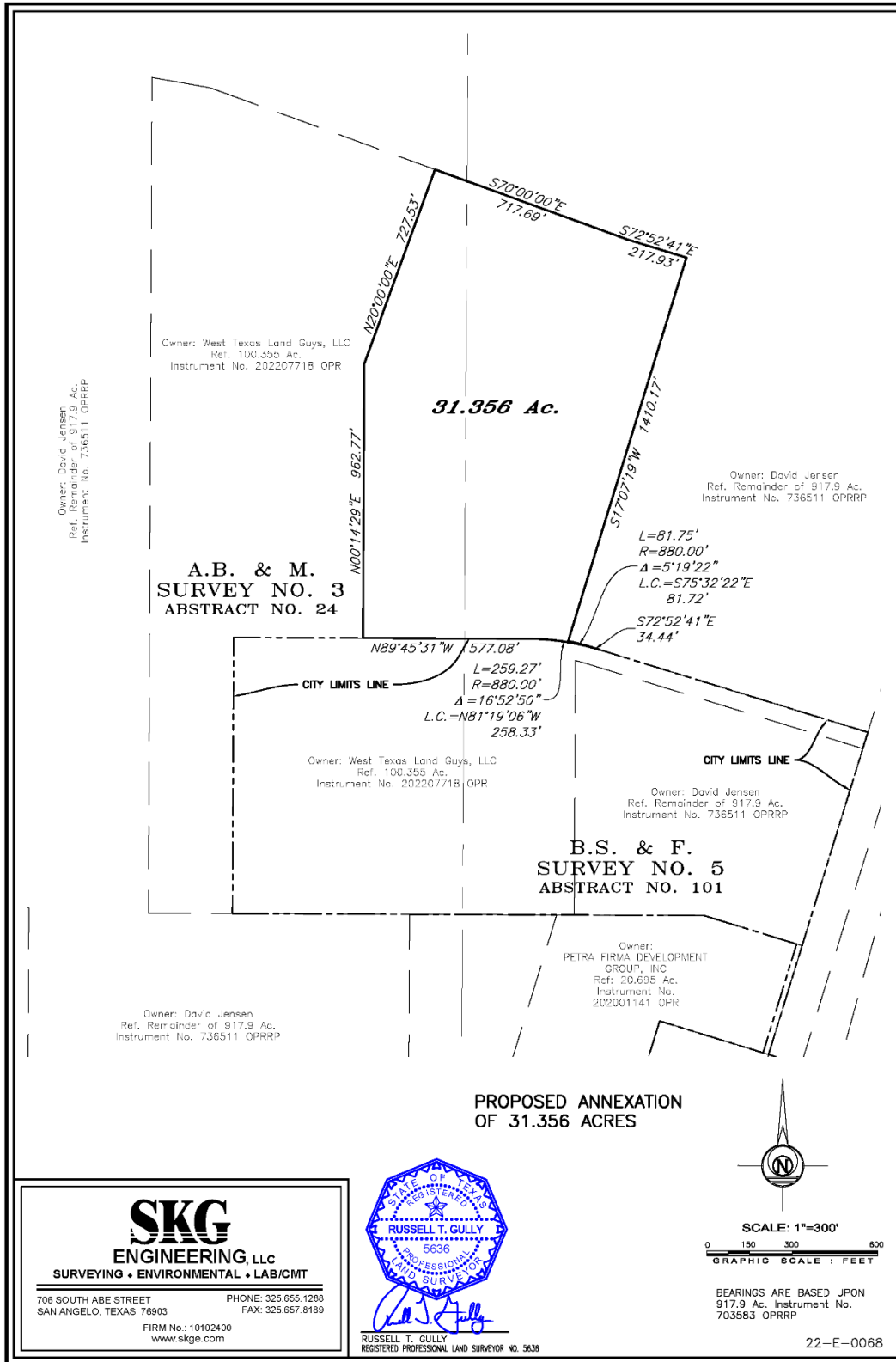


EXHIBIT "A"

FIELD NOTES

31.356 Acres

June 21, 2023
22-E-0068_Annex31.356Ac

Being an area of 31.356 acres of land out of A.B. & M. Survey No. 3, Abstract No. 24 and B.S. & F. Survey No. 5, Abstract No. 101, Tom Green County, Texas and said 31.356 acres being out of that certain 100.355 acre tract described and recorded in Instrument Number 202207718, Official Public Records of Tom Green County, Texas and said 31.356 acres of land being more particularly described by metes and bounds as follows:

Beginning at a point for the southwest corner of this tract and being on the existing city limits line and having coordinates of N:10492557.58, E:2237195.13 based on Texas State Plane Coordinate System NAD83, Central Zone;

Thence with the west boundary line of this tract as follows:

N. 00°14'29" E. a distance of 962.77 feet to an angle corner;

N. 20°00'00" E. a distance of 727.53 feet to the northwest corner of this tract and on the north line of said 100.355 acre tract;

Thence with the north boundary line of this tract and said 100.355 acre tract as follows:

S. 70°00'00" E. a distance of 717.69 feet to an angle corner;

S. 72°52'41" E. a distance of 217.93 feet to the northeast corner of this tract and said 100.355 acre tract;

Thence with the east boundary line of this tract and said 100.355 acre tract S. 17°07'19" W. a distance of 1410.17 feet to an easterly north line of said 100.355 acre tract;

Thence with an easterly north line of this tract and said easterly north line of said 100.355 acre tract and in an easterly direction with a non-tangent curve turning to the right, having a radius of 880.00 feet, central angle of 05°19'22", arc length of 81.75 feet, whose long chord bears S. 75°32'22" E. a distance of 81.72 feet to a point;

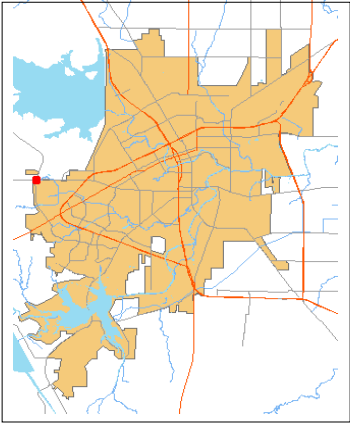
Thence continuing with said easterly north line of this tract and said 100.355 acre tract S. 72°52'41" E. a distance of 34.44 feet to a point on the current city limits line;

Thence with the south boundary line of this tract and with said current city limits line and in a westerly direction with a tangent curve turning to the left, having a radius of 880.00 feet, central angle of 16°52'50", arc length of 259.27 feet, whose long chord bears N. 81°19'06" W. a distance of 258.33 feet to a point;

Thence continuing with said south boundary line of this tract and said current city limits line N. 89°45'31" W. a distance of 577.08 feet to the place of beginning and containing 31.356 acres of land.

PLANNING COMMISSION – July 17, 2023
STAFF REPORT



APPLICATION TYPE:		CASE:	
Rezoning		Z23-08: FM 2288	
SYNOPSIS:			
A request for rezoning from unzoned land to the Single Family Residential (RS-1) zoning district on 31.356 acres generally located northwest of Arden Road and FM 2288. The applicant intends to provide for the construction of 103 single-family half-acre homes once the annexation of this property is complete. We are bringing the proposed zone change at this time so that we can take the rezoning of the property to the council along with the annexation request. Last year the developer annexed the southern portion of this property, which will include 150 smaller RS-1 home sites. The total annexation site is 250+ home sites.			
LOCATION:		LEGAL DESCRIPTION:	
Generally located northwest of the intersection of Arden Road and FM 2288.		Abstract 0024 Section 0003, AB&M Survey: Abstract 0101 Section 0005, BS&F Survey 31.356 acres	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District 6 – Larry Miller Bluffs Neighborhood	Unzoned to Single Family Residential	Neighborhood	31.356 acres
THOROUGHFARE PLAN:			
<i>Bosque</i> – Future Minor Collector, required 60' minimum ROW and 48' minimum pavement width			
NOTIFICATIONS:			
3 notifications were mailed within a 200-foot radius on June 30, 2023. We have received 0 responses in support and 0 in opposition.			
STAFF RECOMMENDATION:			
APPROVAL of a rezoning from unzoned land to Single Family (RS-1) Zoning District.			
PROPERTY OWNER/PETITIONER:			
<u>Owner</u> Eric Von Rosenberg; West Texas Land Guys, LLC			
<u>Representative</u> Russell Gulley, SKG Engineering			
STAFF CONTACT:			
Sherry Bailey Senior Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			

Additional Information: The applicant annexed property to the south of the subject property last year and has submitted an annexation application for this portion, along with this rezoning request. If recommended for approval, this item will be considered by City Council at the same time as the annexation request.

Rezoning: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request:

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The Comprehensive Plan designates this property as Neighborhood. The “Neighborhood” designation in the City’s Comprehensive Plan intends to “promote vibrant and viable neighborhoods and improve the relationship between adjacent commercial and residential land use adjacencies.”
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed zone change would conflict with any portion of this Zoning Ordinance.* The applicant has requested single-family zoning. There is not a conflict with the zoning code.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed zoning is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The existing uses in the general area are single-family and rural residential with commercial along Arden and FM 2288.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require a rezoning.* The zoning requested is in keeping with the density and intensity of the proposed use of single families.
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 rezoning is anticipated to have little adverse impact on the natural environment.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Large lot single family homes have been in great demand.
7. **Development Patterns.** *Whether and the extent to which the proposed rezoning would result in a logical and orderly pattern of urban development in the community.* The existing development pattern in the immediate area is dominated by single-family housing. This proposal is in keeping with the development pattern and adopted plans in the area.

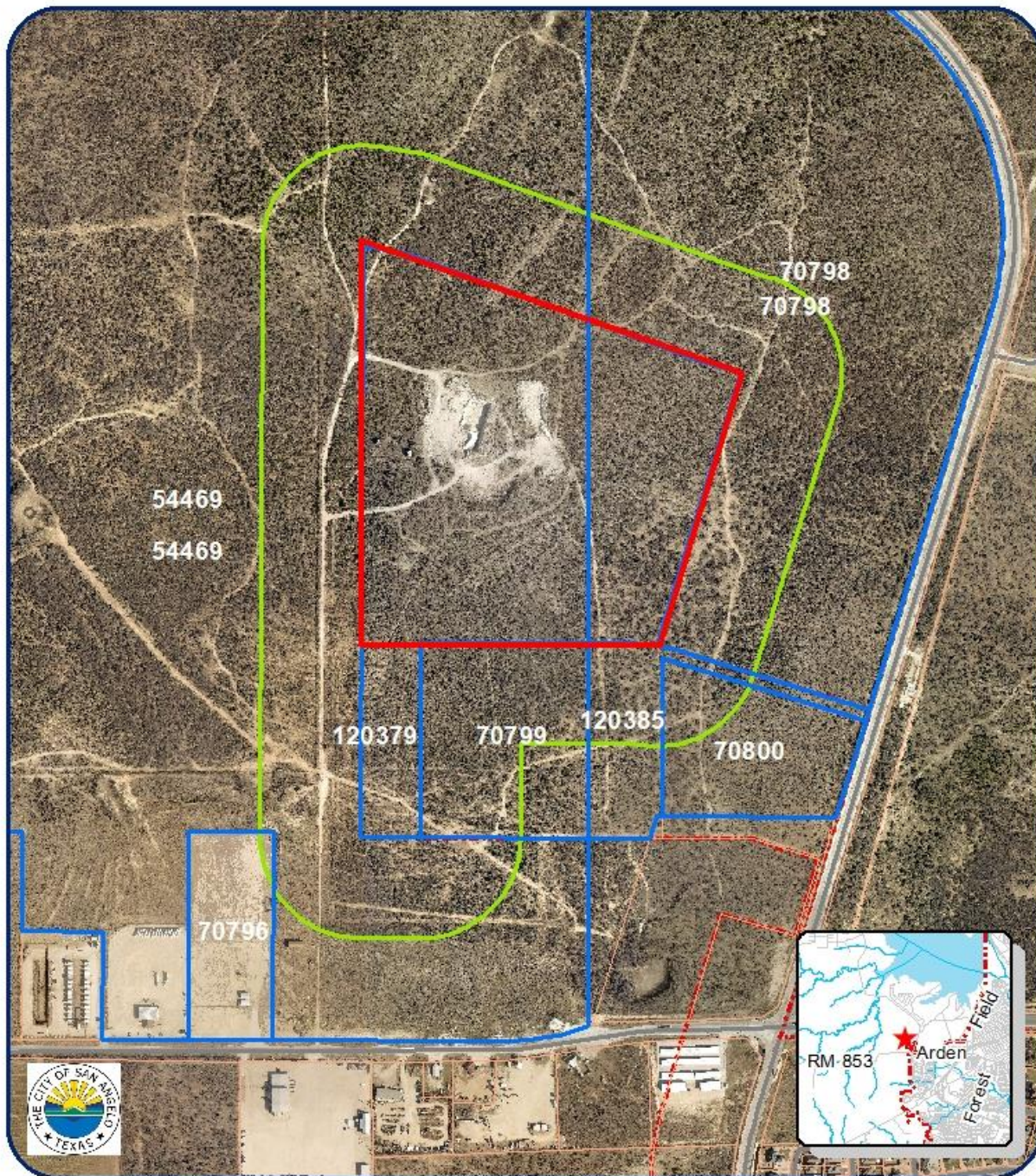
Recommendation:

Staff's recommendation is for the Planning Commission to recommend **APPROVAL** of a rezoning from the unzoned land to the Single Family Residential (RS-1) zoning district.

Attachments:

Notification Map

Future Land Use Map



200' Notification Map
Z23-08 FM 2288

Council District: #6 Larry Miller
Neighborhood: Bluffs

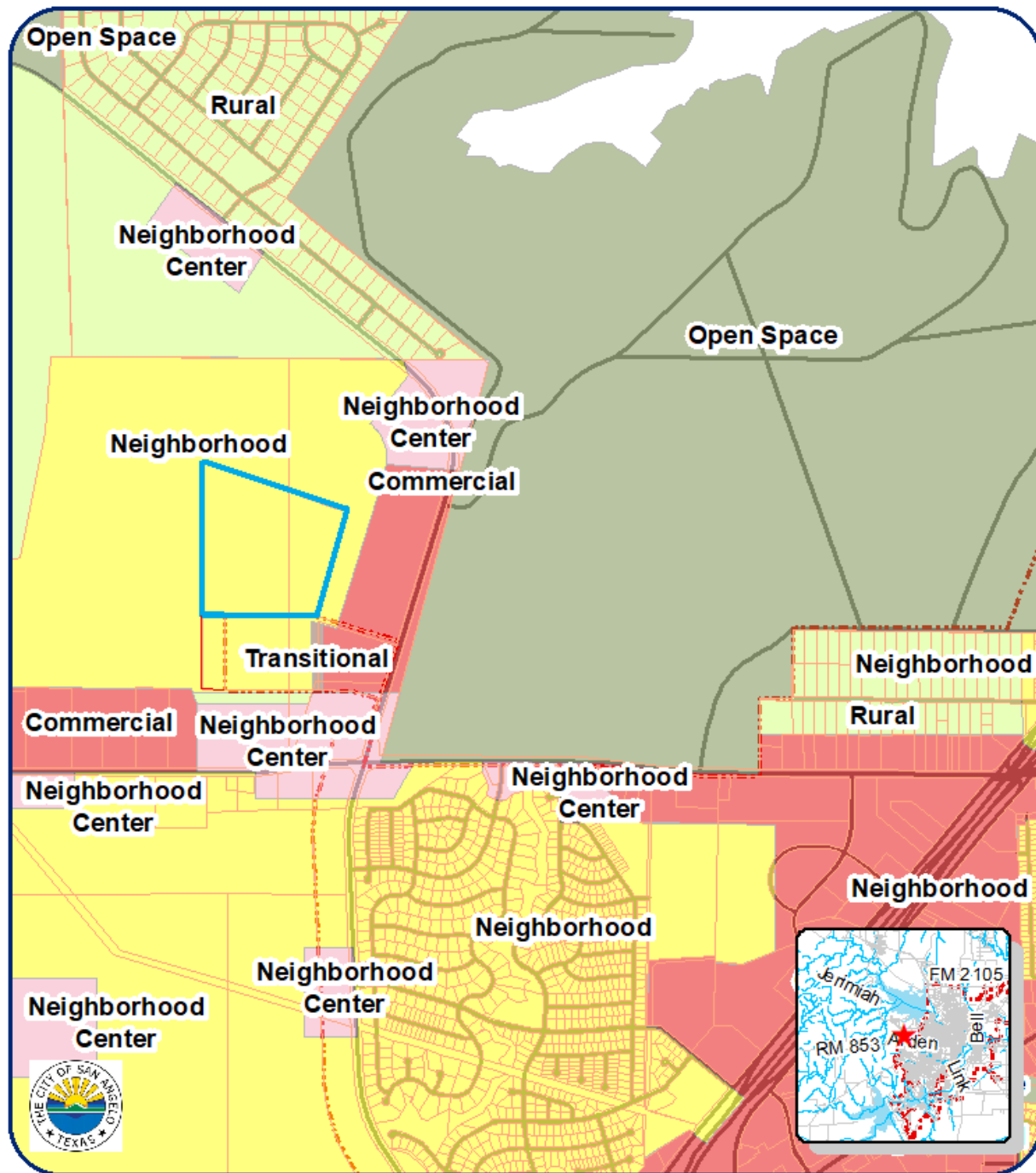
Scale: 0.03 0.065 0.13 0.195 0.26
Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —





Vision Plan Arden Heights Proposed Rezoning

Council District: #6 Larry Miller
 Neighborhood: Bluffs

Scale: 0.00 0.15 0.3 0.45 0.6
 Miles

Subject Properties: —

200' Buffer:

Notified Properties:



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: December 19, 2023

Item type: Consent Item

Caption:

Second reading of an ordinance amending Chapter 12 "Planning and Development", Exhibit C "Land Development and Subdivision Ordinance", Chapters 1, 5, 9, and 10 addressing administrative approval of certain subdivision plats and other revisions and clarifications to ensure consistency with state law and changes to the City's zoning ordinance (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

Recent changes to state law allow most plats to be approved administratively, rather than requiring approval by the Planning Commission. Since plats must be approved if they meet the requirements of the Subdivision Ordinance, an administrative approval process seems logical. However, in certain situations a plat will still go to the Planning Commission:

- Any plat for which a variance is requested, must be heard by the Commission.
- Per the Commission's recommendation, any Preliminary Plat covering 10 acres or more, or 6 lots or more, will require Commission review and approval.
- An applicant can always appeal an administrative decision to the Commission (whether a denial or an approval with conditions, if they disagree with any of the proposed conditions).

Other changes proposed include:

- Clarification that a variance must be approved before (or concurrent with) approval of a subdivision plat.
- Clarifies that the Planning Commission or Planning Director can take action on a plat even if the Plat Review Committee does not make a recommendation. (This is to ensure that a decision is made within 30 days in compliance with state law.)
- Removes the "Administrative Subdivisions" section, since most plats will become administrative under this proposal.
- Modifies the notification requirements to align with recent changes to state law.
- Removes references to the "Planned Industrial Park" zoning district, which no longer exists in the zoning ordinance.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends APPROVAL of the proposed changes to the Land Development and Subdivision Ordinance. At their October 16, 2023 meeting, the Planning Commission unanimously recommended approval by a vote of 5-0. On December 5th, 2023, the City Council voted in favor 7-0

Attachments:

1. Adopting Ordinance - Subdivision Amendments Adopting Ordinance - Subdivision Amendments.docx
2. Exhibit A - Amendments to LDSO 2023 Exhibit A - Amendments to LDSO 2023.docx

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved
Theresa James	Approved
Heather Stastny	Final Approval

ORDINANCE 2023-____

**AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 12
"PLANNING AND DEVELOPMENT," EXHIBIT "C" "LAND DEVELOPMENT AND
SUBDIVISION ORDINANCE," CHAPTERS 1, 5, 9, AND 10; PROVIDING FOR SEVERABILITY;
AND, PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of San Angelo has adopted a Land Development and Subdivision Ordinance establishing a process and standards for reviewing and approving development and land divisions; and,

WHEREAS, recent changes to state law have authorized cities to approve most subdivision plats administratively, rather than requiring Planning Commission or City Council approval, and changed requirements regarding notices for public hearings; and

WHEREAS, after having held a public hearing, considered public comment, and considered recommendations from City staff and Planning Commission, City Council desires to amend the Land Development and Subdivision Ordinance.

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

Section 1. CHAPTER 12 "PLANNING AND DEVELOPMENT," EXHIBIT "C" "Land Development and Subdivision Ordinance," Chapter 1, Section IV, Chapter 5, Sections I through III, Chapter 9, Sections II and IX, and Chapter 10, Section IV of the City of San Angelo Code of Ordinances is hereby amended as shown on Exhibit A.

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 with public hearing the 5th day of December, 2023, and finally PASSED this 19th day of December, 2023.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Aaron Vannoy, Assistant Director
Planning and Development Services

APPROVED AS TO FORM:

Theresa James, City Attorney

The following are amendments to Chapter 12, Exhibit C – Land Development and Subdivision Ordinance of the City of San Angelo Code of Ordinances:

Replace Chapter 1, Section IV in its entirety to read as follows:

SECTION IV: VARIANCES AND APPEALS

If a variance from any provision of this ordinance is necessary for the approval of a subdivision, an applicant must first apply for and obtain approval of a variance from the Planning Commission prior to submission of an application for subdivision approval. For a plat that is being considered by the Planning Commission, the variance request and plat may be considered concurrently. An accompanying narrative, explaining the reasons for such request(s) is highly desirable.

- A. *Criteria for Approval.* Where the Planning Commission finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations, or that the public interest may be served to a greater extent by an alternative proposal, the Planning Commission may approve variances to these subdivision regulations so that substantial justice may be done and the public interest secured, provided that such variances shall not have the effect of nullifying the intent and purpose of these regulations; and further provided the Planning Commission shall not approve variances unless it shall make findings based upon the evidence presented to it in each specific case that:
 - 1. The granting of the variance will not be detrimental to the public safety, health or welfare, or be injurious to other property.
 - 2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.
 - 3. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out.
 - 4. The variance will not, in any significant way, vary the provisions of applicable ordinances.
- B. *Conditions.* In approving variances, the Planning Commission may impose conditions as will, in its judgment, secure substantially the objectives of this Ordinance.
- C. *Appeal to City Council.* Action taken by the Planning Commission on a requested variance from the terms of this Ordinance shall be considered the final decision on said request, unless that decision is appealed to City Council by the developer or City, in which case the City Council is authorized to reverse, modify or affirm any such decision of the Planning Commission. A majority vote of City Council members present shall be necessary to reverse or modify such decision of the Planning Commission.
 - 1. An appeal of action taken by the Planning Commission on an application for subdivision or requested variance must be made in writing, signed by the developer, or by the Director of Planning or Director of Public Works if the appeal is by the City, and received in the office of the Director of Planning within thirty (30) days following the Planning Commission's action.
 - 2. The City Council shall consider an appeal within thirty (30) days following the timely receipt by the office of the Director of Planning of a written appeal.

Replace Chapter 5, Sections I through III to read as follows:

CHAPTER 5 PROCEDURAL REQUIREMENTS FOR PROCESSING SUBDIVISIONS

SECTION I: APPLICATION

An application must be submitted to the Planning Department for each subdivision to be reviewed. The filing date of the application shall be when Items A, B and C below are received and accepted by the Planning Department. A completed application shall consist of:

- A. a completed application form signed by the owner of the property;
- B. the required number of copies of the plats prepared in accordance with this ordinance, along with any accompanying material that may be required by this ordinance; and
- C. the appropriate application fee.

SECTION II: FEES

- A. Application fees for subdivisions shall be computed based on the current fee schedule, as adopted by the City Council.
- B. All fees shall be paid before the deadline date for submission of subdivision applications.

SECTION III: STAGES OF DEVELOPMENT REVIEW

- A. *Major Subdivisions.*
 - 1. *Sketch Plan.* This stage of the review process is not mandatory. It is often desirable for an applicant to schedule a meeting with the Planning Department to discuss a proposal before a substantial amount of design and engineering time is invested in the development. The classification of the subdivision can be determined at this time.
 - 2. *Preliminary Plat.* The preliminary plat shall be submitted to the Planning Director for approval before consideration of a final plat intended for future recording with the Tom Green County Clerk. A preliminary plat of less than 10 acres and fewer than 6 lots may be approved by the Planning Director. A preliminary plat of 10 acres or more or with 6 lots or more must be approved by the Planning Commission. However, a preliminary plat shall not be required when the entirety of a parent tract is included in a final plat. Preliminary plats will not be reviewed by the City Planning Commission or Planning Director, until such plats are officially accepted by the Planning Department. Plats not accompanied by an official application and not containing all requisite information will not be accepted for review. Either the preliminary plat itself or an accompanying map shall illustrate the total contiguous tract(s) of land owned by or under the control of the subdivider, even if only a portion of the tracts are intended for subdivision by a final plat. A boundary survey will not be required, but the boundaries of land intended to be submitted as a final plat shall be dimensioned and accurately drawn to scale, and so shall the boundaries of all contiguous land owned by, or under the control of, the subdivider (if more extensive than the area intended for final subdivision). Boundary data from recorded deeds shall be used, whenever appropriate. The preliminary plat shall be prepared by a qualified professional, trained and experienced in subdivision design.
 - a. *Deadline for submission.* Copies of the preliminary plat must be submitted to the Planning Department in accordance with submittal deadlines posted on the Planning Department's website.
 - b. *Plat Review Committee.* Members of this committee include representatives from both the Department of Planning and the Department of Public Works, as well as other affected municipal departments or public agencies. The purpose of the committee's meeting is to develop a unified

Exhibit A – Amendments to the Land Development & Subdivision Ordinance

recommendation from the City staff, and to resolve technical considerations prior to action on the proposed subdivision. The applicant or their representative is strongly encouraged to attend this meeting. The Committee can make a recommendation to approve, approve with conditions, deny, or make no recommendation. Failure to make a recommendation shall not invalidate subsequent action by the Planning Director or Planning Commission.

- c. *Planning Commission or Planning Director action.* Following a recommendation from the Plat Review Committee on a preliminary plat, the Planning Commission or Director shall take one of the following actions:
- (1) approve the preliminary plat;
 - (2) approve the preliminary plat conditionally upon additional information, corrections, collateral approvals and/or other necessary changes;
 - (3) at the request of the applicant, defer action on the preliminary plat; or
 - (4) deny approval of the preliminary plat, if the Commission or Director finds the plat does not comply with requirements of this or other applicable municipal ordinances, or if in the Commission's or Director's opinion, the proposal would not be in conformance with the City's Comprehensive Plan and/or with the intent of purpose statements set forth in Chapter 2 of this Ordinance. Action taken by the Commission or Director to deny a preliminary plat shall be communicated to the developer in writing, and the reasons for denial shall be specified. Conditional approval shall also be considered the same as denial, until all required conditions have been met to the satisfaction of the Directors of Planning, Public Works and/or Water Utilities, and the City Engineer, as applicable.
 - (5) A decision of the Planning Director may be appealed by the applicant to the Planning Commission, which shall consider the proposal based on the same criteria noted above and the Commission may take the same actions to approve, approve with conditions, defer action, or deny approval of the preliminary plat.
 - (i) An appeal of the Planning Director's decision on a preliminary plat must be made in writing and provided to the Planning Director within thirty (30) days following the Planning Director's decision.
 - (ii) This appeal must be presented to the Planning Commission within thirty (30) days following the Planning Director's receipt of such appeal.
 - (6) The Planning Commission's action shall be considered final, not requiring subsequent consideration by the City Council, unless that decision is appealed to City Council which is hereby authorized to reverse, modify or affirm any decision made by the Planning Commission, on a preliminary plat. Notwithstanding procedural requirements of the City Charter, a majority vote of the City Council members present shall be necessary to reverse or modify such decision made by the Planning Commission.
 - (i) An appeal of the Planning Commission's decision on a preliminary plat must be made in writing and provided to the Director of Planning within thirty (30) days following the Planning Commission's decision.
 - (ii) This appeal must be presented to the City Council within thirty (30) days following the Planning Director's receipt of such appeal.
 - (7) The City's approval of a preliminary plat does not constitute acceptance of the subdivision or land development, but is merely an authorization to proceed with the preparation of one or more corresponding final plat(s) for City approval.
 - (8) No improvements shall be made on land within the proposed subdivision shown on an approved preliminary plat, before a final plat of such subdivision is approved, unless

Exhibit A – Amendments to the Land Development & Subdivision Ordinance

written approval from the Directors of Planning, Public Works, Water Utilities, and City Engineer, as applicable, is obtained. For the purpose of this paragraph, subdivision-related improvements shall include, but not be limited to, excavation and dirt work or any site preparation.

- (9) The City's approval of a preliminary plat does not constitute approval of any proposed land uses that may be shown on such preliminary plat.
3. *Final Plat.* A subdivider shall be responsible for filing an application for final plat review of a major subdivision, after a preliminary plat thereof has been approved. A final plat may be submitted for all or any portion of the preliminary plat, unless the Planning Director determines that final platting is necessary for additional land covered by the preliminary plat. A final plat will not be considered until an approved preliminary plat incorporating all changes or corrections required by the approval is on file with the Planning Department. A revised preliminary plat may be submitted to the Planning Department at the same time an application is made for a final plat. The final plat shall generally conform to the approved preliminary subdivision plat. A final plat that does not conform with the preliminary may require submission, and approval, of a revised preliminary plat. This requirement will be determined by the Planning Director; however, this determination may be appealed to the City Planning Commission.
 - a. *Deadline for submission.* Copies of the preliminary plat must be submitted to the Planning Department in accordance with submittal deadlines posted on the Planning Department's website.
 - b. *Plat Review Committee.* The same process for Plat Review Committee consideration, as set forth under the previous subsection III.A.2 for preliminary plats, shall be followed for final plat review.
 - c. *Planning Director action.* The Planning Director shall have thirty (30) days from the filing date to act on an application for final plat. The Planning Director shall take one of the following actions with regard to a proposed final plat:
 - (1) approve the final plat;
 - (2) approve the final plat conditionally upon additional information, corrections, collateral approvals and/or other necessary changes; or
 - (3) deny approval of the preliminary plat, if the Planning Director finds the final plat does not comply with requirements of this or other applicable municipal ordinances, or if in the Director's opinion, the proposal would not be in conformance with the City's Comprehensive Plan and/or with the intent of purpose statements set forth in Chapter 2 of this Ordinance. Action taken by the Director to deny a final plat shall be communicated to the developer in writing, and the reasons for denial shall be specified. Conditional approval shall also be considered denial, until the required conditions have been met to the satisfaction of the Directors of Planning, Public Works and/or Water Utilities and the City Engineer, as applicable.
 - (4) The decision of the Planning Director may be appealed by the applicant to the Planning Commission, which shall consider the proposal based on the same criteria noted above and the Commission may take the same actions to approve, approve with conditions, or deny approval of the final plat.
 - (i) An appeal of the Planning Director's decision on a final plat must be made in writing and provided to the Planning Director within thirty (30) days following the Planning Director's decision.
 - (ii) This appeal must be presented to the Planning Commission within thirty (30) days following the Planning Director's receipt of such appeal.

Exhibit A – Amendments to the Land Development & Subdivision Ordinance

- (5) The Planning Commission's action shall be considered final, not requiring subsequent consideration by the City Council, unless that decision is appealed to City Council which is hereby authorized to reverse, modify or affirm any decision made by the Planning Commission, on a final plat. Notwithstanding procedural requirements of the City Charter, a simple majority vote of the City Council members present shall be necessary to reverse or modify such decision made by the Planning Commission:
 - (i) An appeal of the Planning Commission's denial of a final plat must be made in writing, and provided to the Planning Director within thirty (30) days following the Planning Commission's denial.
 - (ii) This appeal must be presented to the City Council within thirty (30) days following the Planning Director's receipt of such appeal.
 - d. *Recording of Plat.* After final approval has been granted, the final plat may be filed for record with the Tom Green County Clerk, in accordance with requirements set forth in Section II, Chapter 7 of this Ordinance. See also Chapter 6 for additional information on recording of plats and guarantees of performance.
- B. *Minor Subdivisions.* The stages of review for a minor subdivision shall be the same as for a major subdivision, except the preliminary plat may be omitted.
- C. *Resubdivision or Replatting.*
 - 1. *Authority.* A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat (without vacation of that plat) if the replat:
 - a. is signed and acknowledged by only the owners of the property being replatted;
 - b. is approved, after a public hearing at which parties in interest and citizens have an opportunity to be heard, by the municipal authority responsible for approving the replat; and
 - c. does not attempt to amend or remove any covenants or restrictions.
 - 2. *Process.* Replats are classified as either major, minor, or administrative subdivisions, and will be processed (and if approved, subsequently recorded) in accordance with the requirements outlined herein.
 - 3. *Notification Requirement for Certain Replats.* Where any of the area to be resubdivided or replatted was, within the immediate preceding five (5) years, limited by an interim or permanent zoning classification to residential use for not more than two dwelling units per lot, or if any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot, then the following additional procedures shall apply:
 - a. If a proposed replat described by Subsection 3. requires a variance or exception, a public hearing must be held by the Planning Commission.
 - b. Notice of the public hearing shall be given before the 15th day before the date of the hearing by:
 - (1) publication in an official newspaper or a newspaper of general circulation in the Tom Green County; and
 - (2) by written notice, with a copy of Section 212.015(c) of the State of Texas Local Government Code, forwarded to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll or in the case of a subdivision within the extraterritorial jurisdiction, the most recently approved county tax roll of the property upon which the replat is requested. The written notice may be delivered by depositing the notice, properly addressed with

Exhibit A – Amendments to the Land Development & Subdivision Ordinance

postage prepaid, in a post office or postal depository within the boundaries of the municipality.

- c. If the proposed replat requires a variance and is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of the members present of the Planning Commission. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area, but within the original subdivision, must be filed with the Planning Commission prior to the close of the public hearing.
 - d. In computing the percentage of land area under Subsection c., the area of streets and alleys shall be included.
 - e. Compliance with Subsections c. and d. is not required for approval of a replat of part of a preceding plat if the area to be replatted was designated or reserved for other than single or duplex family residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.
 - f. If a proposed replat described by Subsection 3. does not require a variance or exception, the City shall, not later than the 15th day after the date the replat is approved, provide written notice by mail of the approval of the replat to each owner of a lot in the original subdivision that is within 200 feet of the lots to be replatted according to the most recent municipality or county tax roll. This subsection does not apply to a proposed replat if the municipal planning commission or the governing body of the municipality holds a public hearing and gives notice of the hearing in the manner provided by Subsection b.
 - g. The notice of a replat approval required by Subsection f. must include:
 - (1) the zoning designation of the property after the replat; and
 - (2) a telephone number and e-mail address an owner of a lot may use to contact the municipality about the replat.
- D. *Recordation and Expiration of Plats.*
- 1. *Administrative plats.* Administrative plats shall be filed for recording with Official Public Records of Real Property, Tom Green County, within a period of twelve calendar months from approval, or the approval shall expire, no longer be valid, and the plat shall not be recorded.
 - 2. *Final Plats and Replats.* If any final plat or replat (not classified as an administrative subdivision) has not been filed for record with Official Public Records of Real Property, Tom Green County, within a period of three years from its approval by the Planning Commission or City Council, approval of such plat shall expire, no longer be valid, and the plat shall not be recorded.
- E. *Preliminary Plat Approval and Expiration.*
- 1. After approval has been granted, a preliminary plat will remain valid for a period of five years. An approved final plat within the area of the preliminary plat will extend the period of validity by an additional five years from the date of final plat approval. After this time, the approval shall expire, no longer be valid, and the preliminary plat shall automatically expire, unless additional progress towards completion of the project has occurred, in which case the preliminary plat will remain valid for five years from the date of the most recent applicable action indicating such progress. All preliminary plats in effect on the date of this ordinance shall automatically expire 5 years from the effective date of this ordinance, unless progress toward completion of the project has occurred during that time period, in which case the preliminary plat will remain valid for five years from the date of the most recent applicable action indicating such progress.
 - 2. Progress towards completion of the project shall include any one of the following:

Exhibit A – Amendments to the Land Development & Subdivision Ordinance

- a. an application for a final plat or plan is submitted to the City;
- b. a good-faith attempt is made to file with the City an application for a permit necessary to begin or continue towards completion of the project;
- c. costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the project is located;
- d. fiscal security is posted with the City to ensure performance of an obligation required by the City;
or
- e. utility connection fees or impact fees for the project have been paid to the City.

Replace Chapter 9. Land Development and Subdivision Design Policies, Section II in its entirety to read as follows:

SECTION II: BLOCKS

- A. *Width.* Blocks should have sufficient width to provide for two (2) tiers of lots of appropriate depths. Exceptions to this prescribed block width shall be permitted in blocks adjacent to major streets, railroads or waterways.
- B. *Length.* The lengths, widths and shapes of blocks shall be such as are appropriate for the locality and the type of development contemplated, but block lengths in residential areas should not exceed two thousand, two hundred (2,200) feet nor be less than four hundred (400) feet in length. Wherever practicable, blocks along major arterials and collector streets shall be not less than one thousand (1,000) feet in length. In long blocks, the City may require the reservation of an easement through the block to accommodate utilities, drainage facilities or pedestrian traffic. Blocks designed for industrial uses shall be of such length and width as may be determined suitable by the City for the prospective use.
- C. *Pedestrian Ways.* Pedestrian ways, or crosswalks, not less than ten feet (10') wide, and related traffic and/or pedestrian control devices, may be required by the City through the center of blocks more than eight hundred (800) feet long, where deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation or other community facilities.

Replace Chapter 9, Section IX in its entirety to read as follows:

SECTION IX: APPLICABILITY; PLANNED DEVELOPMENT DISTRICTS

No subdivision shall be approved unless the plat and accompanying improvement plans conform to the policies expressed in this chapter; provided, however, that literal conformance with these policies shall not be required of subdivision in Planned Development (PD) Districts as shown on the official zoning map for the City of San Angelo, so long as such nonconformance is clearly authorized by the specific language or graphic concept plan of the Planned Development (PD) zoning district wherein the subdivision is situated. Overall accessibility to and availability of public services such as transportation, utilities and drainage shall nonetheless be generally comparable with that required by conventional subdivision design policies of this chapter.

Replace Chapter 10, Section IV in its entirety to read as follows:

CHAPTER 10 CONSTRUCTION STANDARDS AND SPECIFICATIONS

SECTION IV: APPLICABILITY; PLANNED DEVELOPMENT DISTRICTS

No subdivision shall be approved unless the plat and accompanying improvement plans conform to the standards and specifications expressed in this chapter; provided, however, that literal conformance with these standards and specifications shall not be required of subdivision in Planned Development (PD) Districts as shown on the official zoning map for the City of San Angelo, so long as such nonconformance is clearly authorized by the specific language or graphic concept plan of the Planned Development (PD) zoning district wherein the subdivision is situated. Overall accessibility to and availability of public services such as transportation, utilities and drainage shall nonetheless be generally comparable with that required by conventional standards and specifications of this chapter.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget

Meeting Date: December 19, 2023

Item type: Consent Item

Caption:

Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for:

1. Police Department salary adjustments
2. Fire Department salary adjustments
3. Ongoing projects and capital items
4. HOME Affordable housing program

(Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

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

- The Police Department will utilize the funds to implement a new pay plan effective 1/1/24 and a signing stipend for officers covered by the meet and confer agreement and employed on January 1, 2024.
- The Fire Department will utilize the funds for an increase to base salaries effective 1/1/24 and an equivalent stipend.
- Carryovers from the fiscal year 2022-23 for ongoing projects and capital items (an itemized list by fund is attached)
- HOME Affordable housing program funds from the City of San Angelo Development Corporation

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General			-\$3,697,403
Intergovernmental			-\$16,915
Airport			-\$21,114
Solid Waste			-\$295,633
Stormwater			-\$321,546

Water Utilities	-\$701,588
Water Reclamation	-\$114,597
Health Insurance Internal Services	-\$15,292
HOME	\$0.00
General Equipment Replacement	-\$153,956
General Capital Projects	\$0.00
Street Infrastructure	\$0.00

Financial Impact:

The numbers above are net benefit/(cost); see Exhibit A of the ordinance for additional details. Negative numbers indicate the use of fund balance. Funds that show \$0.00 have a corresponding revenue and expenditure that offset each other; therefore the net financial impact is zero.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|----------------------|---------------------------|
| 1. | 2023 12.05 Ordinance | 2023 12.05 Ordinance.docx |
| 2. | BA Memo - ALL | BA Memo - ALL.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle	Created/Initiated
Veronica Sanchez	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, FOR POLICE AND FIRE DEPARTMENT SALARIES, ONGOING PROJECTS, AND CAPITAL ITEMS.

WHEREAS, the City of San Angelo has determined that the police department pay plan shall be amended,

WHEREAS, the City of San Angelo has determined that certain budgeted amounts should be amended due to purchases, and

WHEREAS, the resources necessary for these changes are available.

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

The City's budget for fiscal year 2023-2024 be amended by the amounts contained in **Exhibit "A"** to be effective upon final approval and **Exhibit "B"** to be effective January 1, 2024.

INTRODUCED with public hearing on the 5th day of December 2023, and finally **PASSED** on this 19th day of December 2023.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

Exhibit A

**City of San Angelo
Proposed Budget Amendment**

FUND	REVENUE	EXPENSE	NET BENEFIT /(COST)
General	-	3,697,403	(3,697,403)
Intergovernmental	-	16,915	(16,915)
Airport	-	21,114	(21,114)
Solid Waste	-	295,633	(295,633)
Stormwater	-	321,546	(321,546)
Water Utilities	-	701,588	(701,588)
Water Reclamation	-	114,597	(114,597)
Health Insurance	-	15,292	(15,292)
HOME	200,000	200,000	-
General Equipment Replacement	-	153,956	(153,956)
General Capital Projects	275,000	275,000	-
Streets Infrastructure	997,403	997,403	-
	\$1,472,403	\$6,810,447	\$(5,338,044)

Additional Information

PROJECT/NEED	SOURCE OF FUNDING	REVENUE	EXPENSE	NET BENEFIT /(COST)
Police Department salaries	General Fund Balance	-	1,200,000	(1,200,000)
Fire Department salaries	General Fund Balance	-	1,200,000	(1,200,000)
Incomplete projects and capital items	Various fund balances	1,272,403	4,210,447	(2,938,044)
Affordable Housing Program	City of San Angelo Development Corporation	200,000	200,000	-
		\$1,472,403	\$6,810,447	\$(5,338,044)

EXHIBIT B

Fire Department Effective 10-1-23

Civil Service Pay Plan

<u>Grade</u>	<u>Position</u>	<u>Annually</u>
GR 24F	Fire Recruit	\$48,855
GR 26F	Probationary Firefighter	\$49,170
GR 27F	Firefighter	\$62,765
GR 28F	Fire Driver	\$71,716
GR 29F	Fire Lieutenant	\$82,473
GR 30F	Fire Captain	\$94,846
GR 31F	Battalion Chief	\$109,071
GR 32F	Assistant Chief	\$130,543

Additional Pay

Paramedic	\$150/month
Intermediate Certification	\$100/month
ARFF Certification	\$75/month
EMS Coordinator	\$75/month
EMS Basic	\$75/month
EMS Compliance	\$1,250/month
Fire Compliance	\$1,250/month
Training Center Assignment	\$200-350/month
Incentive/College Training	up to \$150/month
Incentive Degree Pay	\$25/month
Longevity Per Year of Service	\$4/month
Loyalty Per Year of Service (No Max)	\$25/month

Police Department**Effective 10-1-23****Civil Service Pay Plan**

<u>Grade</u>	<u>Step</u>	<u>Position</u>	<u>Annually</u>
P23	1	Recruit	\$54,400
P27	1	Police Officer: Basic	\$58,500
P27	2	Police Officer: Intermediate	\$65,500
P27	3	Police Officer: Advanced	\$71,500
P27	4	Police Officer: Master	\$76,500
P29	1	Sergeant: Intermediate	\$78,000
P29	2	Sergeant: Advanced	\$84,000
P29	3	Sergeant: Master	\$88,500
P30	1	Lieutenant: Advanced	\$99,000
P30	2	Lieutenant: Master	\$104,000
P32	1	Assistant Chief	\$130,543

Additional Pay

Crisis Negotiation	\$100/month
Critical Incident	\$100/month
Special Weapons & Tactics	\$100/month
Incentive/College Training	up to \$400/month
Longevity Per Year of Service	\$4/month
Loyalty Per Year of Service (No Max)	\$25/month

Memo

To: Tina Dierschke, Finance Director
From: Veronica Sanchez, Civil Service Director
Date: 12/05/2023
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Fund mid-year salary adjustments for the Police and Fire Departments.

Source of Funding:

General Fund Balance

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

Project/Budget to be amended	Revenue	Expense
Police Department salaries		1,200,000
Fire Department salaries		1,200,000

Additional Comments:

The Police Department will utilize the funds to implement a new pay plan effective 1/1/24 and a signing stipend for officers covered by the meet and confer agreement and employed on January 1, 2024.

The Fire Department will utilize the funds for an increase to base salaries effective 1/1/24 and an equivalent stipend.

Memo

To: Tina Dierschke, Finance Director
From: Kimberly Holle, Budget Manager
Date: 12/05/2023
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Carryover remaining fiscal year 2022-23 funds for incomplete projects

Source of Funding:

Multiple Funds - Fund Balance

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

Project/Budget to be amended	Revenue	Expense

Additional Comments:

See Attached chart for details

Fiscal Year 2024 Carryovers

Fund	Purpose	Amount
General Fund		
Facilities Maintenance	Cameras needed in the City Hall parking lot	25,000
General Fund Total		\$ 25,000.00
Street Infrastructure Fund		
Public Works	Street repair and maintenance	997,403
Street Infrastructure Fund Total		\$ 997,403
General Capital Projects		
Public Works	Street and sidewalk accessibility funds	275,000
General Capital Projects Total		\$ 275,000
General Capital Equipment		
Facilities Maintenance	Vehicles	\$ 30,000
Traffic Services	Bucket truck upfitting	\$ 35,901
Police	Police car upffiting	\$ 82,815
Fire Marshal	Vehicle upfitting	\$ 5,240
General Capital Equipment Total		\$ 153,956
Airport		
Airport	Machinery and equipment	21,114
Airport Total		\$ 21,114
Solid Waste		
Solid Waste	Vehicles	80,495
Solid Waste	Professional Services	215,138
Solid Waste Total		\$ 295,633
Stormwater		
Stormwater	Vehicles	26,238
Stormwater	Machinery and equipment	130,741
Stormwater	Professional Services	91,660
Stormwater	Advertising - Trailer Wrap	5,000
Stormwater	Capital Projects	67,907
Stormwater Total		\$ 321,546

Water Utilities			
Capital	Vehicles		123,102
Capital	Machinery and equipment		78,817
Capital	TxDOT Advanced Funding Agreement (Old Christoval Road)		499,669
Water Utilities Total			\$ 701,588
Water Reclamation			
Capital	Vehicles		114,597
Water Reclamation Total			\$ 114,597
Health Insurance Internal Services			
Human Resources	Patient-Centered Outcomes Research Institute (PCORI) fees	\$	15,292
Health Insurance Internal Services Total			\$ 15,292
Intergovernmental			
Emergency Management	Emergency manager training	\$	16,915
Intergovernmental Total			\$ 16,915

Memo

To: Tina Dierschke, Finance Director
From: Robert Salas, Neighborhood & Family Services Director
Date: 12/05/2023
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Minor Repair program with Affordable Housing Funds from City of San Angelo Development Corporation.

Source of Funding:

City of San Angelo Development Corporation Affordable Housing

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

06.28.2023 - City of San Angelo Development Corporation Board Meeting

Project/Budget to be amended	Revenue	Expense
City of San Angelo Development Corporation	200,000	
Affordable Housing Funds		200,000

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Director of Operations, Operations

Meeting Date: December 19, 2023

Item type: Regular Item

Caption:

Consider a resolution of donation from Wall Sophmore FCCLA Students for items related to awareness, public education, and projects related to contamination at Lake Nasworthy (Presentation made by Operations Director Patrick Frerich and Wall FCCLA)

Staff Recommendation:

Adopt

Summary/History:

The students participating in the Wall Sophmore FCCLA (Family, Career, and Community Leaders of America) would like to work in coordination with the City of San Angelo on a project that brings awareness, public education, and physical projects related to contamination at Lake Nasworthy. The students would like to spearhead a project that focuses on water and habitat quality at Lake Nasworthy - most specifically pollution, contamination, and cross-contamination of the lake.

These issues align directly with the City's existing efforts and public education on water quality and lake quality. These efforts, and these students' projects, will have a direct impact on improving the quality of one of San Angelo's main water recreation and drinking water sources.

As part of the project, the students have proposed:

- designing signs that bring awareness to the fact that discarded fishing line and lures as well as general trash left in the lake can cause harm or even death to fish, birds, and other wildlife;
- designing and constructing collection tubes for used fishing line and lures;
- designing a digital billboard ad that brings awareness to boaters about cross-contamination of area lakes (i.e. zebra mussels, etc.) and how they can avoid this;
- organizing a cleanup at Lake Nasworthy.

As part of the project, the students would donate their designs and projects to the City to be used as part of the City's existing water quality and lake quality public education programs.

Funding Source(s):

Financial Impact:

The City will use budgeted public education monies to assist in the project by the provision of printing services, materials, installation assistance and media and ad support as necessary.

Other Information/Recommendation:

Staff recommends adopting the Donation Resolution and accepting the donations from Wall Sophomore FCCLA.

Attachments:

1. Resolution supporting Wall ISD pollution project Resolution supporting Wall ISD pollution project.docx

Presentation:

Patrick Frerich

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Heather Stastny	Final Approval

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL ACCEPTING THE DONATION OF A WATER AND HABITAT QUALITY PROJECT FOR LAKE NASWORTHY TO BE COMPLETED BY THE WALL SOPHOMORE FCCLA

WHEREAS, the City of San Angelo welcomes assistance by the Community in meeting the needs of the citizens; and

WHEREAS, the Wall Sophomore FCCLA desire to complete a project that focuses on water and habitat quality at Lake Nasworthy, specifically focusing on pollution, contamination, and cross contamination concerns; and

WHEREAS, the project would include the following components:

- Development of informational signs and collection tubes for fishing line and fishing lures.
- Development of a digital billboard ad and other media that educates the public on cross-contamination concerns of lakes and provides tips to boaters on how to avoid this.
- Organization of a cleanup at the lake; and

WHEREAS, the City of San Angelo will provide printing services, materials, install the collection tubes, and utilize purchased advertising space and Channel 17 for displaying the billboard and media that is developed.

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

Part 1: That the City of San Angelo hereby approves the Wall Sophomore FCCLA's project that will provide information to the citizens about preservation of the water and habitat quality at Lake Nasworthy.

Part 2: That City departments are hereby authorized to assist in the project by the provision of printing services, materials, installation assistance and media and ad support as necessary.

Part 3: That Wall Sophomore FCCLA shall be listed as a co-sponsor of the event on all media, billboards, and signage related to the project.

PASSED and APPROVED THIS 19th day of December, 2023.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services

Meeting Date: December 19, 2023

Item type: Regular Item

Caption:

Consider a resolution of support for the historic preservation and rehabilitation of the Crestwood Terrace Apartments at 3130 W. Beauregard Ave. as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program for GC Crestwood Terrace LLC (Presentation made by Neighborhood & Family Services Director Bob Salas and Ronnie Gyani, GC Crestwood Terrace LLC)

Staff Recommendation:

Approve

Summary/History:

GC Crestwood Terrace LLC has proposed a historic preservation and rehabilitation for affordable workforce rental housing at 3130 W Beauregard Ave. named Crestwood Terrace Apartments in San Angelo; and it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Crestwood Terrace Apartments. Each year, the Texas Department of Housing and Community Affairs (TDHCA) makes funding available for single and multifamily rental construction projects through a very competitive project selection process. A resolution of support from the city helps projects score higher on the state's scoring process.

Funding Source(s):

Financial Impact:

No impact to the City's budget.

Other Information/Recommendation:

Staff recommends approval of resolutions of general support for LIHTC project.

Attachments:

- | | |
|---|---|
| 1. Resolution of support Crestwood Terrace Apartments | Resolution of support Crestwood Terrace Apartments.docx |
|---|---|

Presentation:

Bob Salas

Approvals/Reviews:

Bob Salas

Bob Salas

Theresa James

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval

RESOLUTION # _____

**RESOLUTION SUPPORTING THE PROPOSED CRESTWOOD TERRACE APARTMENTS
AND CONFIRMING THAT UPON SUCCESSFUL AWARD OF 2024 COMPETITIVE 9%
HOUSING TAX CREDITS THE CITY WILL REDUCED FEES**

**THE STATE OF TEXAS §
COUNTY OF TOM GREEN §
CITY OF SAN ANGELO §**

WHEREAS, GC Crestwood Terrace LLC has proposed a historic preservation and rehabilitation for affordable workforce rental housing at 3130 W Beauregard Ave. named Crestwood Terrace Apartments in the City of San Angelo, Tom Green County; and

WHEREAS, GC Crestwood Terrace LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Crestwood Terrace Apartments.

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

Section 1. The City of San Angelo supports the proposed Crestwood Terrace Apartments located at 3130 W Beauregard Ave. and that this formal action has been taken to put on record the opinion expressed by the City of San Angelo on December 19, 2023; and

Section 2. The City of San Angelo, acting through its governing body, hereby confirms that, upon successful award of 2024 Competitive 9% Housing Tax Credits, the city commits to providing reduced fees or a contribution of other value that equals a minimum of \$500 for the benefit of Crestwood Terrace Apartments; and

Section 3. For and on behalf of the Governing Body, Heather Stastny, City Clerk is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED AND APPROVED on December 19, 2023.

ATTEST:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

Approved as to form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Theresa James, City Attorney, Legal

Meeting Date: December 19, 2023

Item type: Regular Item

Caption:

Discussion and acceptance of the 2023 City of San Angelo ADA Self Assessment of Programs and Services (Presentation made by City Attorney Theresa James)

Staff Recommendation:

Accept

Summary/History:

In April 2023, City employees in charge of a program or service for the City of San Angelo were given assessments to verify compliance with the requirements of the American's with Disabilities Act. This presentation will summarize the results of the assessments and discuss what steps have been taken since April.

A public forum with a more detailed look at the results took place on November 29, 2023. A copy of the assessment is included in the packet for this item.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------------|-------------------------------------|
| 1. | self assesement report - Final | self assesement report - Final.docx |
|----|--------------------------------|-------------------------------------|

Presentation:

Theresa James

Approvals/Reviews:

Theresa James

Created/Initiated

Heather Stastny

Final Approval

2023

City of San Angelo
Americans with Disabilities Act
Self-Assessment
Programs and Services

Presented by the City of San Angelo ADA Advisory
Committee

December 11



Table of Contents

Introduction	4
Purpose of Assessment.....	4
What is the Americans with Disabilities Act?	4
Program Accessibility	4
Definition of Disability and Program Barriers	4
City of San Angelo ADA Advisory Committee	5
Web Survey.....	5
Self-Assessment and Summary of Findings	5
ADA Coordinator.....	5
Roles and Responsibilities of the ADA Coordinator	5
ADA Grievance Policy, Procedure, and Appeals.....	6
Grievance Policy Status.....	6
Public Notice Under the ADA.....	6
Public Notice Under the ADA Status.....	7
General Nondiscrimination Assessment.....	7
General Nondiscrimination Action Steps.....	7
Communications Self-Assessment	7
Communications Action Steps	8
Department Webpage Accessibility.....	8
Webpage Accessibility Action Steps	9
Emergency Management.....	9
Emergency Management Action Steps.....	9
Ticketing.....	9
Ticketing Action Steps.....	10
Curb Ramp Policies	10
Curb Ramp Action Steps	10
Website Accessibility	10
Website Accessibility Action Steps	10
Conclusion.....	11
Statement from Committee.....	11
City of San Angelo Programs and Services.....	12

Airport.....	12
Animal Services.....	12
City Attorney/Real Estate	12
Civic Events	12
Communications	12
Fairmount Cemetery.....	12
Finance.....	12
Fire Department	12
Fort Concho	13
Health Services	13
Municipal Court	13
Neighborhood and Family Services.....	13
Operations	13
Parks	13
Planning and Development Services.....	13
Police Department	13
Recreation.....	14
Communications survey	15
General Nondiscrimination	17
Service Animals.....	19
Wheelchairs and Other Power-Driven Mobility Devices	20
Surcharges and Costs.....	20
Program Accessibility	21
Webpage Accessibility	22
Department Pages	22
Emergency Management.....	22
Ticketing.....	26
Website Accessibility	27
Appendix C.....	29
Grievance Procedure for the City of San Angelo	29

Introduction

Purpose of Assessment

The purpose of this self-assessment is to evaluate the current state of ADA accessibility compliance as it relates to City of San Angelo programs and services to provide a roadmap to improve citizen access to these programs and services. This document describes the process used to conduct the self-assessment of the programs and services of the City of San Angelo and presents the results of the assessment. It does not include an assessment of facilities as that assessment will be conducted as part of the transition plan process the City of San Angelo is currently undertaking. The results of this self-assessment will be used to develop a series of steps to be taken to improve the accessibility of the programs and services offered by the City of San Angelo.

What is the Americans with Disabilities Act?

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA is comprised of five titles with Title II having the largest impact on the provision of City of San Angelo Programs and Services. Included in Title II are administrative requirements including completion of a self-assessment; development of an ADA complaint procedure; designation of at least one person who is responsible for overseeing Title II compliance; and development of a Transition Plan that will become a working document until all barriers in City services are addressed.

Program Accessibility

When viewed in its entirety, each program and service of the City of San Angelo should be accessible to and usable by individuals with disabilities. When choosing a method of providing program access, the City should attempt to give priority to the method that promotes inclusion amongst all users, including people with disabilities. However, the City does not have to take any action that would result in a fundamental alteration in a program or activity, create a hazardous condition, or result in financial undue burden on the City. This determination must be made by authorized designees of the City and must be accompanied by a written statement detailing the reason for reaching the determination.

Definition of Disability and Program Barriers

A person with a disability is broadly defined as someone who has a physical or mental impairment that substantially limits one or more major life activities. The self-assessment is intended to identify program barriers that could prevent someone with a disability from participating in a program or service offered by the City. The following are examples of program barriers that were evaluated through this self-assessment.

- Customer communication and interaction
- Participation opportunities for City-sponsored events
- Policies and Regulations
- Employee training
- Public Meetings
- Website accessibility

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- Contracted services
 - Maintenance of accessible features
 - Emergency procedures

City of San Angelo ADA Advisory Committee

On April 4, 2023, the City of San Angelo created an ADA Advisory committee to work with the ADA Coordinator in evaluating the programs and services for the City of San Angelo. This committee is comprised of ten individuals with unique backgrounds and understandings of the needs of people with disabilities. The people serving on the committee included the following: Lettitia McPherson, Jim Johnson, Benjamin Brojakowski, Andi Orr, Leandra Nowlin, Anita Guy, Michael Lepak, Gigi Scott, Sharon Troy, Jordan Diibon.

Community Survey

The ADA Advisory Committee in conjunction with students from Angelo State University is developing a community survey. The survey will be used to help the City identify areas of greatest concern to the public to further assist in the assessment of City programs and services.

Self-Assessment and Summary of Findings

The self-assessment documents discussed in this report were provided to City staff on April 10, 2023. Staff were given until April 17, 2023 to provide responses. Many of the concerns identified in this assessment have been remedied by the date of this report. A follow-up assessment will be given to staff to verify understanding and compliance with the requirements of the ADA and to identify further training needs.

ADA Coordinator

Under Title II of the ADA, when a public entity has 50 or more employees, they are required to identify at least one qualified responsible employee to coordinate compliance with the ADA requirements. Though there is not an official title that is required, most entities refer to this person as the ADA coordinator. In 1993 the City of San Angelo designated the Director of Human Resources to be the ADA Coordinator. This designation was later incorporated into Policies and Procedures of the City of San Angelo. While the information was not initially posted on the City website, that has been corrected and can be found at www.cosatx.us/ada. On April 4, 2023 the City Council designated Theresa James as the current ADA Coordinator. This action was taken in a public meeting and a new notice was posted at the entrance of all City facilities, on social media, and provided to the news organizations and advocacy organizations in the City of San Angelo. The website was also updated to reflect this new information.

Roles and Responsibilities of the ADA Coordinator

Below is the list of qualifications as recommended by the U.S. Department of Justice:

- Familiarity with the entity's structures, activities, and employees
- Knowledge of the ADA and other laws addressing the rights of people with disabilities
- Experience with people having a range of disabilities

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- Knowledge of various alternative formats and alternative technologies that enable individuals with disabilities to communicate, participate, and perform tasks
 - Ability to work cooperatively with local entities and people with disabilities
 - Familiarity with local disability advocacy groups or other disability groups
 - Skills in training in negotiation and mediation
 - Organizational and analytical skills

ADA Grievance Policy, Procedure, and Appeals

Local governments with fifty or more employees are required under the ADA to adopt and publish procedures for resolving grievances in a prompt and fair manner that may arise under Title II of the ADA. There are no requirements in the ADA as to what must be included in a grievance policy, but the Department of Justice has the following recommendations:

- Description of how and where a complaint may be filed with the governmental entity
- If a written complaint is required, a statement that alternative formats are available if needed.
- Description of the time frames and processes to be followed by the complainant and entity.
- Information on appealing a decision.
- Statement on how long complaint files will be retained.

Grievance Policy Status

The City of San Angelo adopted a grievance policy in 1993 when the first self-assessment was conducted. That grievance policy can be found in Appendix C and on the City website www.cosatx.us/ada. It is recommended that the ADA Advisory Committee review the grievance policy to ensure it complies with the guidance of the Department of Justice and that it adequately meets the needs of the community.

Public Notice Under the ADA

The ADA public notice requirement applies to all state and local governments covered by Title II. The notice is for anyone interested in taking advantage of the City's programs and services and is required to include information about Title II. The Department of Justice suggests a statement that includes the following:

- Employment
- Effective Communication
- Making Reasonable Modifications
- Not placing surcharges on modifications and auxiliary aids and services
- Filing complaints

Public Notice Under the ADA Status

The City of San Angelo has posted public notices at the entrances at all facilities, on social media, on the City webpage at www.cosatx.us/ada and will be recording statements to periodically run on the City television channel 17.

General Nondiscrimination Assessment

This assessment was given to 61 city employees who are responsible for the programs and services listed in Appendix A. The purpose of the Assessment was to identify employee understanding of the City's responsibilities to our citizens with disabilities. A detailed report of the findings can be found in Appendix B. In general, most of the employees understood the basic requirements of the ADA (85% or more answered the question correctly). Areas of concern that were found in the surveys (less than 85% answered correctly) included the following:

- Only 58% of the employees surveyed knew who to contact for guidance about requests for modifications.
- Only 77% knew that miniature horses could be considered service animals and 19% answered that any animal could be considered a service animal.
- Only 79% understood that a service animal could be removed in certain circumstances.
- 57% did not understand how to ask for credible assurance when a person is using a power-driven mobility device.
- Only 48% answered yes when asked if all the accessibility features (buttons, ramps) were operational and only 46% have a schedule to check to ensure those features work.
- Only 64% have information about their accessible facilities and services available to the public
- 59% do not have a statement on their webpage directing the public to the ADA webpage for information about accommodations.

General Nondiscrimination Action Steps

Though the employees have some working knowledge of the requirements of the ADA and generally do not actively discriminate, there needs to be better communication with the public about the accommodations that are offered and how to request them. Training on the basics of interacting with people with disabilities should be annual for all employees and part of onboarding new employees, particularly those in front facing or supervisory positions. All accessibility features in City facilities should be on an inspection schedule with routine maintenance provided as necessary.

Communications Self-Assessment

Fifty-six employees answered this assessment. The purpose of the assessment was to identify an employee's understanding of the City's responsibilities for providing auxiliary aids and services to assist with communication. A detailed report of the findings is in Appendix B. In general, most of the employees have only

a basic understanding of the types of services that are offered by the City. Areas of concern that were found in the surveys (less than 85% answered correctly) included the following:

- Lack of understanding that we can provide a variety of auxiliary aids and services including computer assisted real time transcription services; assistive listening devices; and video remote interpreting services. More employees were familiar with our ability to provide sign language interpreters (67%).
- Most of the employees provide alternative formats such as large print documents (61%) and will read to a customer when requested (73%) but very few know how to provide alternative formats that involve technology or braille. This is likely a result of very few requests being made for those services. Only 11% of the employees have ever been asked to provide an auxiliary aid.
- Auxiliary aids or services have never been denied when requested based on the answers to the assessment.
- Employees are unclear of the policies related to requests for auxiliary aids and services (45% answered don't know) but the majority (82%) understand that there is a responsibility to provide auxiliary aids and services.
- When it comes to using interpreters, most of the employees (85%+) understand when a friend or family member may be used to interpret and that companions can also request auxiliary aid or service.
- Many of the employees are unsure under what conditions a request for an auxiliary service can be denied and what the procedure would be to do so (50%).
- The assessment indicates there are six telephones available for public use but none of them have TTY services available on the phone.

Communications Action Steps

More education and training need to be provided to employees regarding what auxiliary aids and services are available to citizens and the process by which to request or secure the service. This is particularly true for services such as video remote interpreting and computer assisted real time transcription services. In addition to education, there is no funding allocated to departments or to the ADA Coordinator to pay for these services which can cost upwards of \$100 dollars per hour. It is recommended that funding be identified to assist departments in paying for these services should the need increase.

Department Webpage Accessibility

Thirty-eight employees answered this assessment. The purpose of the assessment was to identify employee understanding of the City's responsibilities for maintaining City Department webpages in a manner that is accessible. A detailed report of the findings can be found in Appendix B. It is clear from the surveys that there is a lack of understanding by the employees who maintain department websites on how to create and maintain an accessible site. The areas of concern that were found in the surveys (less than 85% answered correctly) included the following:

- Pages do not have skip navigation links when required.
- 60% of the links do not have text descriptions readable by screen readers.
- Photographs, maps, graphics, and other images do not have alt tags describing what is being visually conveyed.
- 82% of the documents are not posted in accessible formats.
- There are no descriptions of the controls to help complete online forms.

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- None of the videos reviewed have written captions of spoken communication synchronized with the action.

Webpage Accessibility Action Steps

The City of San Angelo has already begun addressing website and webpage concerns by securing a contract with a provider who will analyze the City of San Angelo website and identify specific issues including accessibility issues. In addition to utilizing this tool, training of staff who are responsible for maintaining the website is necessary to ensure that the progress on website accessibility continues moving forward. In addition to ensuring the content on the website is accessible, it is equally important for staff to identify information that is not necessary on the website to make sure the information remains current and useful to all citizens.

Emergency Management

One employee answered this assessment. The purpose of the assessment was to evaluate components of our emergency management process that may need to be re-evaluated to ensure that members of our community that have disabilities are informed and protected during declared emergencies. A detailed report of the findings can be found in Appendix B. The City of San Angelo has addressed the needs of groups of citizens with disabilities in prior emergencies and does utilize individualized notification systems and state resources and evacuation lists. Sheltering activities generally take place in City facilities that are accessible to the public.

Emergency Management Action Steps

The following areas of the emergency management program should be evaluated for changes:

- The City should seek input from people with disabilities during planning and preparation for emergencies and allow them to participate in table-top activities as appropriate.
- Information related to the individual notification system and the state managed evacuation list should be disseminated to agencies who assist people with disabilities as well as through the media on a periodic basis to ensure people have an opportunity to know about those services.
- An assessment should be made when a shelter is set up that ensures the facility has accessible routes, reduction of protruding objects, materials in alternative formats, volunteers to assist with reading and completing forms as necessary, and access to CART (Communication access real-time translation), ASL (American Sign Language) or video interpreting service.
- A review of inventory should ensure that there are accessible cots available if requested.
- At least one shelter should have a reliable electrical supply to ensure medical equipment can be utilized and a refrigerator or ice chest specifically dedicated for the storage of medications.

Ticketing

One employee answered this assessment. A detailed report of the findings can be found in Appendix B. The City of San Angelo has recently modified the ticketing process to comply with Department of Justice guidance on ticketing events. Despite these updates to the process, the following items do not comply with guidance from the Department of Justice.

- Accessible seating is not described in enough detail to permit the purchaser to determine if a seat meets his or her needs.

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- Three companion tickets are not available for each seat sold.
 - There is no certification stating the accessible seats are being purchased for someone who requires an accessible seat either verbally or in writing.

Ticketing Action Steps

The City of San Angelo should continue to work with ticketing vendors and in the facilities to ensure that there is adequate information provided to purchasers. The City should also conduct a review of the facilities to determine the best way to provide the appropriate amount of companion seating.

Curb Ramp Policies

Two employees answered this assessment. The purpose of the assessment is to determine how our sidewalks are being modified to ensure compliance with the ADA. The assessment revealed that there is confusion within the City regarding the responsibility for curb ramp installation. The ramps that have been installed since January 26, 1992 were built in accordance with the applicable standard. However, both respondents indicated that the City does not seek input from people with disabilities with respect to plans for construction and alterations of streets, sidewalks, and pedestrian crossing. Additionally, there is a way for people to request the installation or repair of curb ramps but 100% of the respondents indicated those requests are not given priority when the City of San Angelo implements construction or alteration of facilities in the City.

Curb Ramp Action Steps

The City of San Angelo should consider developing and funding a curb ramp program that can be used to address concerns that are expressed by citizens about a particular ramp. There should also be a process developed by which people with disabilities can provide input into facilities as they are in the development phase to ensure the City is not only meeting the technical requirements but also the needs of the citizens of San Angelo.

Website Accessibility

This assessment was given to the communications manager for the City of San Angelo as well as the people who manage the websites for the City of San Angelo Economic Development Corporation and the San Angelo Police Department. It is clear from the responses that the recent efforts to make the City of San Angelo website more accessible are necessary and will greatly improve this service. There is currently no policy within the City of San Angelo that requires the website to be accessible and in compliance with the most current WCAG (Web Content Accessibility Guidelines) standards. There is also no method by which the City ensures that new information added to the website is in an accessible format before it is added. Only one of the three staff members that manage webpages is aware of the WCAG standards and the need for the website to be accessible. More detailed information about this assessment can be found in Appendix B.

Website Accessibility Action Steps

The City of San Angelo has recently contracted for a web service that will evaluate and help improve the accessibility of the City of San Angelo website. However, that service does not apply to the websites for the San

Angelo Police Department or the City of San Angelo Economic Development Corporation. The following action steps are suggested:

- The City of San Angelo should continue the use of the contracted service to evaluate and fix accessibility issues on the City Website.
- The San Angelo Police Department and the San Angelo Development Corporation should be given pages within the City of San Angelo website so all information provided through City departments is ensured to be accessible.
- The City of San Angelo should evaluate and possibly procure services that can provide accessible documents upon demand. Input on the accessibility of the website should be sought from citizens with disabilities.
- Training on website accessibility.

Conclusion

Statement from Committee

In conclusion, the City's internal ADA assessment has provided profound insights into the City's understanding and adherence to the Americans with Disabilities Act. As highlighted by all members of the advisory committee, this report goes beyond mere thoroughness; it offers an unvarnished look at our starting point when Mrs. James initiated the survey. It candidly portrays the 'good, bad, and ugly' aspects of the staff's knowledge base at that time, offering a clear snapshot of our city's dedication to creating a high-quality ADA-compliant environment for our citizens.

Transparency stands as a cornerstone of this report, echoing the sentiment expressed by our committee members. It underscores the seriousness with which the city is approaching this endeavor, leaving no room for embellishment. This commitment to forthrightness aligns with our values of honesty and accountability.

It is the ADA Advisory Committee's strong recommendation to move forward with the suggestions outlined in the proposed document. By doing so, we reaffirm our commitment to creating an inclusive and accessible environment for all community members. In addition, we ask that the city conduct a post-assessment at the end of this fiscal year. Such a report would not only serve as a testament to our commitment to continuous improvement but also as evidence of our enduring dedication to creating an inclusive and accessible environment for every citizen.

Table of Contents

Introduction	4
Purpose of Assessment.....	4
What is the Americans with Disabilities Act?	4
Program Accessibility	4
Definition of Disability and Program Barriers	4
City of San Angelo ADA Advisory Committee	5
Web Survey.....	5
Self-Assessment and Summary of Findings	5
ADA Coordinator.....	5
Roles and Responsibilities of the ADA Coordinator	5
ADA Grievance Policy, Procedure, and Appeals.....	6
Grievance Policy Status.....	6
Public Notice Under the ADA.....	6
Public Notice Under the ADA Status.....	7
General Nondiscrimination Assessment.....	7
General Nondiscrimination Action Steps.....	7
Communications Self-Assessment	7
Communications Action Steps	8
Department Webpage Accessibility.....	8
Webpage Accessibility Action Steps	9
Emergency Management.....	9
Emergency Management Action Steps.....	9
Ticketing.....	9
Ticketing Action Steps.....	10
Curb Ramp Policies	10
Curb Ramp Action Steps	10
Website Accessibility	10
Website Accessibility Action Steps	10
Conclusion.....	11
Statement from Committee.....	11
City of San Angelo Programs and Services.....	12

City of San Angelo Programs and Services

The following list is a listing of all the Programs and Services provided by the City of San Angelo as of the date of this assessment.

Airport

Operation and maintenance of airport terminal building; Maintenance of runways, taxiways, ramps for public aviation users; Leasing of facilities for airport related activities

Animal Services

Stray animal intake; Bite investigations; Loose, caught, and aggressive dog patrol and impound; Trapped animal response; Sick/injured animal response; Estray livestock; Cruelty investigations; Police or fire assistance; Deceased animal pick-up; Front counter services; Ordinance enforcement, rabies, spay/neuter, microchip, tether dog, community cat; Shelter/neuter/return community cat program; Contract for adoption/foster, rescue, volunteers; Owned cat/dog intake and counseling with support services; Microchip id implant and registration; Good Samaritan intake diversion; Lost and found pet support services; Animal Shelter Advisory Committee; Disease prevention; Euthanize sick/injured/aggressive animals

City Attorney/Real Estate

Prosecution of court cases; PIR Requests; Lease Management; Purchase/Sale of Property; Acquisition of Easements; Board Representation

Civic Events

Hosting events at the Foster Communications Coliseum, Bill Aylor Sr. Memorial River Stage, Farmer's Market, East and West Paseo, Pecan Creek Pavilion, Bly Indoor Arena, McNease Convention Center; Leasing Foster Communications Coliseum, Bill Aylor Sr. Memorial River Stage, Farmer's Market, East and West Paseo, Pecan Creek Pavilion, Bly Indoor Arena, McNease Convention Center

Communications

City Website, Social Media; SATV Optimum Channel 17; Maintaining Audio Visual Components at East Mezzanine (City Hall), Council Chambers (Convention Center), SATV studio (Annex); Writing content that is published to the public; Creating videos for the organization; Photography for the organization

Fairmount Cemetery

Burials; Visitors to grave sites; Stones and Bones program for 5th grade students; Flag placement for Veterans; Walking paths; Biking paths; Walking tours

Finance

Accounting Services (not to public); Budget (information publicly provided); Billing and Receipts Cashiers accepting payments; Purchasing services

Fire Department

Fire Suppression; Emergency Medical Services; EMS American Heart Association Certification Classes; SA Fire Training Academy; Fire Code Compliance Inspections; Fire and Explosion Investigations; Fire Safety Public Education; Fire Code Plans Examination; Emergency Management Training

Fort Concho

Tours (self-guided, guided, groups, school); Workshops (summer children's classes, arts, and crafts); Special Events (Halloween Night Tours, Haunted House, Murder Mystery Program); Venue rentals: Annual programs

(Christmas at Ft. Concho, Buffalo Soldier Day and Anniversary Weekend, Memorial Day Exercises, Baseball Heritage Symposium, Frontier Day, Regional Cavalry Competition, Speakers series, Armed Forces Day, National Mule Day, National Cowboy Day, Archaeology Fair/National Museum Day, MLK Day events; Artillery Training Classes; Vintage Baseball Games; Gift Shop; Stabling of equines, trail rides, and parades as requested; On campus school talks; Programs for clubs and organizations; Research library/archives/collections

Health Services

Immunization clinic; STD/infection clinic; Health permits; Foster Home Inspections; Day Care Inspections; Hotel/Motel Public Nuisance inspections; Swimming pool complaints; Sewage and other health nuisance complaints

Municipal Court

Court Hearings/trials; Front counter services; On-line and mail-in service; Drive-up window service; Court security service; Collections; Warrant services; TAPS program/community service; Juvenile community service program; Graffiti abatement program

Neighborhood and Family Services

First time homebuyer's assistance; Housing Rehabilitation; Emergency Housing repairs; Rent assistance; Indigent cremation; Developer's infill incentive; Rapid rehousing; Nutritional education and food purchase assistance; Breastfeeding training and education

Operations

Keep San Angelo Beautiful events; Keep San Angelo Beautiful Educational/Marketing Presentations; Stormwater Educational/Marketing Presentations

Parks

Maintaining lake park facilities (Hot Water Slough, Knickerbocker, Mary E. Lee Park and Beach, Middle Concho Park, Nature Trail, Rock Slough Park, Shady Point circle, South Concho Park, Spring Creek Park, Pecan Creek Park); Fishing ramps (Red Bluff Road, Fisherman's Road, Beaty Road); Texas Bank Sports Complex; Lakeview, Northern and Western Little League; Practice Fields (Ben Ficklin, 29th street); San Angelo Soccer Association; Kids Kingdom; Firefighters Memorial City Park; Visitor's Center; Paseo Extension; Tiered Plaza; Old Town; Parks (Kirby, Producers, Meadowcreek, Jaime Padron, Santa Fe, Unidad, MLK Jr. Civic League (Water Lily Collection), Sunken Gardens, Bell Street, Brentwood, Brown, Harmon, North River Drive, Mountainview, Santa Rita, South Concho, Webster, Sulfur Draw, Live Oak, Lakeview, Purkey, Pete Chapa, North concho, Dog Park; Santa Fe Golf Course; Bart De Witt Plaza; El Paseo De Santa Angela; Jefferson Pond; Health Foundation Trail; North Concho 9-hole disc golf course; Parks Heights Kayak Launch; Red Arroyo Trail

Planning and Development Services

Front counter customer service; Customer meetings; Telephone customer service; Public meetings; Website maintenance and creation of handouts; Development applications and application process; Various inspections; Online mapping, printed maps

Police Department

Police and patrol response; Security inspections; NextDoor program; Chaplain program; Crime Victim's Compensation Program; Citizen's police academy; Civilian Response to Active Shooter training program (CRASE); National Night Out; Operation ID; Volunteers in Policing; Residential/Commercial Alarm Permits; Prescription Drug Drop Off Program; Fingerprinting services; Sex Offender Registration Program; Public Information Requests Service; Permits (Taxi/Chauffeur, itinerant merchant, golf cart); Online reporting services; Safety City Program

Recreation

Softball (youth and adult); Baseball (youth); Flag Football (youth and adult); Soccer (adult); Batting cages; Kickball; Cross country runs; Easter Egg Hunt; Summer Camp program; Senior services (exercise classes, workout room, meeting spaces, fitness challenges, dances, birthday parties, crochet class, knitting class, needlecraft, ceramics, bingo, card clubs, dominoes, puzzle club, library services, cardio and strength training, yoga classes, ma Jong club, painting classes, line dancing, tai chi, health screenings); Municipal pool (open swim, swim lessons, private parties, semi-private parties, lifeguard training, movie nights, splash parties); Summer track club; Annual date nights; Bosque (washer pitching tournaments, miniature golf, sand volleyball, river fest, special events, runs, chess, bocce ball, paddle boats); Adaptive sports (baseball, soccer, basketball, volleyball); Movie in parks; Music concerts; Family camping; Frisbee golf; Fishing derby

Appendix B

DETAILED SELF-ASSESSMENT RESPONSES

Communications Survey

The following responses were taken from 56 surveys completed. Not all questions were answered on all surveys. This information reflects the answers given.

Yes

1. Does COSA provide any of the following auxiliary aids or services.

a.	Sign language interpreters	67%
b.	Video remote interpreting services	7%
c.	Computer assisted real time transcription services (CART)	5%
d.	Assistive listening devices	21%
e.	Open and closed captioning of videos	38%
f.	Real time captioning of television programs	30%

g.	Other	5%
----	-------	----

2. Do you provide documents in any of the following alternative formats?

Check all that apply.

	Yes
a. Braille	5%
b. Large print	61%
c. Audio recordings	13%
d. Accessible electronic formats	11%
e. Screen readers	9%
f. Reading to customer when asked	73%
g. Optical readers	2%
h. Other	2%

3. Have you ever been asked to provide an auxiliary aid?

Yes	No
11%	89%
0%	100%

If yes, did you ever deny providing the aid?

4. Does COSA have a policy or procedure to handle requests for auxiliary aids and services?

55%	45%
-----	-----

(no/NA)

If yes, please describe the policy or procedure:

"I would contact Theresa James, ADA Coordinator."	3
"The accommodation/access request form is on the COSA website."	1
"Contact Theresa James no later than 48 hours before the event."	3
"Citizens would be directed to the City Attorney."	2
"I don't know."	1
"To provide an aid such as interpreters, signors, etc. upon need of request."	1

5. Are you aware of COSA's obligation to provide auxiliary aids and services?

Yes	No
82%	18%

6. Do you know who to contact to arrange for auxiliary aids and services?

67%	33%
-----	-----

7. Do you give primary consideration to the person with the disability when determining what kind of auxiliary aid or service to provide?

79%	21%
-----	-----

8. Is it appropriate to ask a friend or family member of a person who is deaf to serve as a sign language interpreter if the person asks for an interpreter?	12%	88%
9. Is it appropriate to use a friend or family member of a person who is deaf to serve as a sign language interpreter in an emergency?	82%	18%
10. Can a person who is deaf request that a friend or family member serve as an Interpreter?	88%	12%
11. Should you provide an auxiliary aid or service to a companion of a program participant if requested?	86%	14%
12. Is there a procedure for determining if an auxiliary aid or service would be an undue financial burden or administrative burden?	56%	44%
13. Have you ever received a telephone call made through video relay services or telecommunications relay services?	32%	68%
14. Do you have telephones available for general public use?	10%	90%
If yes, are TTY's available on those phones?	100%	Don't know

General Nondiscrimination

The following responses were taken from 56 surveys completed. Not all questions were answered on all surveys. This information reflects the answers given and is a sample of written comments provided.

1. Do your policies and procedures ensure that we provide equal opportunity for people with disabilities to participate and that they do not discriminate against people on the basis of a disability?

Yes 85% No/ No Answer 15%

If not, please list concerns.

"I believe so but there may need to be more specific guidelines."

"I am not sure."

"If blind we have no Braille."

"While we don't have any written policies or procedures does not signify that our services are not provided to anyone regardless of any disability. We will make every attempt to assist a person with a disability, just as we would any other person."

"Due to the nature of firefighting activities some of the programs SAFD offers could be a safety concern to certain individuals with disabilities. Every effort is made by the SAFD to be as inclusive as possible to every individual within the safety guidelines of our programs."

2. Are there circumstances in which a person with a disability would be excluded or restricted from one of your programs?

Yes 9% No 91%

If yes, please describe:

"Community service that requires physical labor."

"TAPS Community Service involves physical labor."

"If the person is not income eligible."

"Safety concerns stated above."

"May have to restrict to scheduling a meeting to have interpreter services available."

"Income eligibility must be met before assistance can be rendered per HUD regs."

3. Are any exclusions or restriction necessary to the operation of the program or to the safety of other participants?

Yes 10% No 90%

If yes, please describe:

"Safety using machinery (mowers, weed eaters, etc.)"

"Sometimes safety is a concern."

4. Do you have separate services, programs, or activities for people with disabilities?

Yes 13% No 87%

If yes, please describe:

"Community service at Salvation Army that requires minimal physical activity, community service that consist of an essay or counseling/tutorials, community service in rehabilitation program."

"In response to a request, we have in the past tailored a personal safety (Crime Prevention) program for people with macular degeneration. We have always tried to accommodate public education program requests (within the law enforcement related scope of Crime Prevention/Community Services) specifically to address the needs of the people requesting, not necessarily related to a disability."

"We can offer services/accommodations such as large print documents and taking property to vehicles instead of having them come inside."

"We can adjust font size on documents. We often walk evidence out to the car if unable to enter building. Providing clipboard to ease signing documents."

5. Are you aware that the City is required to make reasonable modifications in policies, practices, or procedures if the modification is necessary for a person with a disability to participate?

Yes 95%

No 5%

6. Do you know who to contact for guidance about requests for modifications?

Yes 86%

No 14%

If yes, who?

"T. James"

"Theresa James"

"ADA Coordinator, Theresa James"

"Theresa James, City Attorney"

"Theresa James and City website has an accommodation request form"

"Ron Lewis"

"Ron Lewis for buildings and grounds. Presiding Judge for community service/indigency in satisfaction of fines or costs."

"City Atty ADA Coordinator"

"Theresa, Ron, Brian"

Service Animals

1. Do you allow service animals to accompany people with disabilities in all areas where people without service animals are allowed to go?

Yes 88%

No 12%

2. What 2 questions can you ask regarding a service animal?

Correct answers: 83%

Incorrect answers: 17%

3. Are you allowed to ask questions about the person's disability?

Yes 3%

No 97%

If yes, what questions are permissible?

"Not about diagnosis of the disability. Do you need an interpreter? Are you ok to stand, or do you need to sit? Do you need these forms in larger print?"

"Asking if the person would like assistance is permissible, as is asking what kind of assistance would be helpful. Nothing related to the disability in reference to having the service animal would be allowable."

"Asking to provide credible assurance that a device is needed. Questions regarding accommodation if any are needed."

4. Do you require a special identification card or training document for the service animal?

Yes 0% No 100%

5. Do you require that the service animal wear a vest or other identification?

Yes 3% No 97%

6. Have you ever denied a service animal access to a program or service?

Yes 0% No 100%

7. What animals besides a dog can be considered a service animal?

Correct answer: 77%

Incorrect answer: 23%

8. Is it ever ok to deny access to a service animal or ask for the animal to be removed?

Yes 79% No 21%

If yes, when?

"Only if dog alters, good/services/programs."

"Shows aggressive propensities."

"Creating a disturbance."

"When it is not "housebroken" or when it's being disruptive."

"If the animal is acting aggressive or other unacceptable way, or if the animal disrupts business or poses a threat to the health and safety of others."

"The presence of the animal creates a direct threat to other persons."

"If the animal is being disruptive or is not housebroken."

"If they are not able to be controlled by the owner and if they are not able to control their bodily functions."

"When the service animal cannot be controlled by the owner or if the animal is not potty trained."

"If the animal would fundamentally alter the nature of a service or program, if animal is aggressive or disruptive, or if not housebroken."

"If the animal is out of control. If the animal is not house (sic)."

"If the animal is out of control or not housebroken."

"When it threatens the safety or welfare of others."

"If it is disruptive to business/operations."

Wheelchairs and Other Power-Driven Mobility Devices

1. Are people with disabilities allowed to use wheelchairs, scooters and manually powered mobility aids in any area open to other pedestrians?

Yes 0% No 100%

2. Are people with disabilities allowed to use power driven mobility devices in any areas open to the public unless there are legitimate safety concerns?

Yes 93% No 7%

Can you ask about the nature and extent of an individual's disability when they are using a mobility device?

Yes 10% No 90%

3. Can you ask a person to provide credible assurance that the device is required because of a person's disability? (Parking placard or verbal assurance not contradicted by observable facts).

Yes 43% No 57%

Surcharges and Costs

1. Do you place a surcharge on the use of auxiliary aids or modifications necessary for program accessibility?

Yes 0% No 100%

Program Accessibility

1. Do any of your programs and Services take place in a facility that is not accessible?

Yes 93% No 7%

If yes, list the program and the facility.

"TAPS program – Can not transport in van."

"Our community services officers give educational programs and make appearances out I the public, so may be requested to locations and/or building the City is not responsible for, and we may not know about their accessibility or lack thereof. I believe most organizations (businesses, schools, churches, etc.) requesting our officers for events would already be ADA compliant. Some clubs or organizations sometimes will hold their meetings in one of the member's homes, such as a small Neighborhood Watch."

"TAPS program-Van that transports crews is no accessible, alternative community service programs are offered."

2. Do all the accessible devices (lifts, buttons) used in your facility work?

Yes 78% No 12% N/A 10%

If yes, when were they last inspected?

"Elevator"

"Facilities inspects regularly."

"Elevator is inspected every year."

"8/02/22"

"Unknown. But I believe our facilities inspects daily."

"Elevator inspected periodically."

3. Do you have a schedule to evaluate the accessible devices to ensure they work?

Yes 46% No 54%

"Yes. State mandated."

4. Is information about your accessible services, activities, and facilities available to the public and to current and future program participants?

Yes 64% No/not sure 26%

5. Is a statement directing the public to the ADA webpage for accommodation requests or grievances present on your department or division webpage?

Yes 41% No 59%

"However, not on the Public Records Request page, specifically."

Webpage Accessibility

The following responses were taken from 38 surveys completed. Not all questions were answered on all surveys. This information reflects the answers given.

Department Pages

1. Does the top of each page with navigation have a skip navigation link?

Yes 5% No 95%

2. Do all links have text descriptions that can be read by a screen reader (not just click here)?

Yes 40% No 60%

3. Do all photographs, maps, graphics, and other images have HTML tags such as an alt tag with text equivalents of the material being visually conveyed?

Yes 18% No/NA 82%

4. Are all documents posted on your website available in HTML or another text-based format even if you are posting them in PDF?

Yes 18% No/NA 82%

5. Do HTML tags describe all the controls that people use to complete online forms?

Yes 5% No/NA 95%

6. If a webpage has data charts or tables, is HTML used to associate all data cells with column and row identifiers?

Yes 3% No/NA 97%

7. Do all video files on your website have audio descriptions of what is being displayed?

Yes 5% No/NA 95%

8. Do all video files on your webpage have written captions of spoken communication synchronized with the action?

Yes 0 No/NA 100%

9. Do all audio files on your website have written captions of spoken communication synchronized with the action?

Yes 0 No/NA 100%

Emergency Management

The following responses were taken from 1 survey completed.. This information reflects the answers given.

1. Does Emergency Management have a contract or other arrangements with any third-party entities to provide emergency planning and/or emergency management services?

Yes

2. Does the contract contain policies and procedures to ensure that the third party complies with ADA requirements?

Yes

3. Do you have a written policy or procedures to ensure you regularly seek and use input from persons with a variety of disabilities and organizations in all phases of your emergency planning? (Preparation, notification, evacuation, temporary lodging, etc.)

No

4. Do you seek input and participation from people with disabilities for tabletop activities?

No

5. Has the Emergency Management Department addressed the needs of people with disabilities in prior emergencies?

Yes

6. Does Emergency Management or the City of San Angelo have individualized notification systems for the citizens?

Yes

"IPAWS"

7. Does Emergency Management or the City of San Angelo maintain an evacuation list for people with disabilities?

No

"The State of Texas does have a program that local government can use."

8. Has Emergency Management identified the resources you will use to meet the needs of individuals with disabilities who required individualized notification, evacuation assistance, or transportation?

No

9. Do you have written procedures to ensure the use of a combination of methods to provide notification of emergencies?

No

List methods used: None listed

10. Does the emergency management plan address the needs of people who require assistance leaving their homes?

No

11. Do the emergency management plans identify accessible transportation resources that will be available to evacuate people with mobility issues or who use service animals?

Yes

12. Do your emergency management plans ensure people with disabilities are not separated from their families or service animals during evacuation and transportation?

Yes

13. Do you provide training with any of the following on the requirements of the ADA for emergency management?

Emergency planners	No
Volunteers	Yes
Staff	No
First responders (police, fire)	No
Shelter staff	No
Contractors	No
Sheltering Programs	No

14. Have you conducted an accessibility survey of all your emergency shelter facilities to ensure they comply with ADA requirements?

No

15. Have you identified barriers at shelter facilities used in prior emergencies?

No

If you found barriers, did you take steps to remediate them?

NA

16. Do you have adopted policies and procedures that ensure shelter staff and volunteers maintain accessible routes for individuals with mobility aids?

No

17. Have you taken steps to minimize protruding objects and overhead objects in shelters so people who are blind or with limited vision can move safely through the shelter?

No

18. Have you trained staff and volunteers on how to offer wayfinding assistance to people who are blind or with low vision who may need assistance navigating the shelter layout?

No

19. Is material handed out in shelters available in alternative formats?

No

If yes, what format? NA

20. Do you have policies that allow staff and volunteers to provide assistance to blind or low vision citizens by reading and completing forms and other written materials not available in alternative formats?

No

21. Have you adopted policies and procedures that ensure people with disabilities are not turned away unless they are medically fragile even if they require care for their daily living activities?

No

22. Do you ensure that staff and volunteers have training so they can provide safe, appropriate assistance with activities of daily living (eating, dressing, personal hygiene, transferring to and from wheelchairs) that people may require?

No

23. Do you have policies and procedures to ensure that people who are blind or have low vision are provided effective communication during their stay at the shelter?

No

24. Do you provide TTY at each emergency shelter?

No

25. Do you have written procedures to ensure that food, water, and a receptacle and plastic bags for the disposal of service animal waste are available at emergency shelters?

No

26. Do you have backup generators on refrigerators that can be used to store medications refrigerated or other methods to keep medications cool (coolers with ice?)

No

27. Do you have a way for people to request durable medical equipment and medication while in the shelter?

No

28. Do you have procedures for people to request and receive cots or beds, modifications to cots or beds, securement of cots and beds to allow safe transfer from wheelchairs, and placement of cots or beds in specific locations?

No

29. Does the emergency management plan ensure at least some food for people with dietary restrictions or severe food allergies?

No

30. Do you have policies and procedures to ensure that benefit programs provide effective communication for people with disabilities?

No

Ticketing

The following responses were taken from 1 survey completed. This information reflects the answers given.

1. Are tickets for accessible seats sold during the same hours; through the same methods of purchase; and during the same stages of sales as non-accessible seats?

Yes

If accessible seating is not available in areas of the venue with lower prices, is lower priced accessible seating available in the higher priced locations?

“Depends on the promoter. We don’t require.”

2. Do venues and third-party sellers provide the same information about accessible seats as provided about non-accessible seats? (Maps or displays of seating configurations)

Yes

3. Can ticket sellers describe accessible seating in enough detail to permit the purchaser to determine if a seat meets his or her needs?

No

4. Do ticket sellers know that people purchasing a ticket for a wheelchair space may purchase up to three additional seats for their companions as close as possible to the wheelchair space and that these companion seats may include wheelchair spaces?

No

5. Do ticket sellers know that unsold accessible seats may be released and sold to members of the general public only when all non-accessible seats are sold; when all non-accessible seats in a particular seating section have been sold; or when all non-accessible seats in a particular price category have been sold?

No

6. Do we notify patrons who give out comp tickets that the same right must be extended to patrons with disabilities?

Yes

7. Do we require purchasers of single event tickets for accessible seats to state they require or are purchasing a ticket for someone who requires an accessible seat?

No

8. Do we require purchasers of series event tickets for accessible seats to attest in writing that they require or are purchasing a seat for someone that requires the features of the accessible seat?

No

Website Accessibility

The following responses were taken from 4 surveys completed. This information reflects the answers given.

1. Is there a policy in place that requires the City of San Angelo website to be accessible and in compliance with the most current WCAG standards?

No 100%

If yes, is the policy posted on the website in a place where it is easily accessible?

NA 100%

2. Have procedures been developed to ensure that content is not added to your website until it has been made accessible?

No 100%

3. Does the website manager check the HTML of all new webpages to confirm accessibility before the pages are posted?

No 75%

4. Have in-house staff received appropriate training on how to ensure the accessibility of your website?

No 100%

5. If the website is not accessible, is there a plan with timelines to make it accessible?

No 75%

If yes, has the plan been posted on the website with an invitation for suggestions?

No 100%

6. Does your website include easily locatable information including a phone number and email for use in reporting issues with the website?

Yes 50%

7. Have you asked, or are you planning to ask people representing a wide variety of disabilities for input on the accessibility of the website?

Yes 25%

8. Are the staff and contractors responsible for webpages aware of the requirement that the website be accessible and in compliance with the most current WCAG standards?

No 75%

9. Has the website been tested for compliance with this standard?

No 75%

10. Have people assessed the website using screen reading software or other assistive technology?

No 75%

11. Is there a plan for making web content accessible?

No 75%

12. Do all videos on the website contain captioning?

No 75%

13. Is there a plan to make future web content accessible?

No 75%

14. Are captions and audio descriptions provided on videos and television programs the public entity produces and videos on its website?

No 100%

Appendix C

Grievance Procedure for the City of San Angelo

Adopted by City Council Jan. 26, 1993. Updated April 2023

The City of San Angelo has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act. Title II states in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination" in programs or activities sponsored by this public entity.

Complaints should be addressed to Theresa James who has been designated to coordinate ADA compliance efforts.

Theresa James
City Attorney
Designated ADA Coordinator
72 W. College Ave.
San Angelo, TX 76903
325-657-4407
theresa.james@cosatx.us

Procedure for filing a complaint

1. A complaint should be filed in writing, contain the name and address of the person filing it and briefly describe the alleged violation of the regulations.
2. A complaint should be filed within 25 days after the alleged incident.
3. An investigation, as may be appropriate, shall follow a filing of complaint. The investigations shall be conducted by the department head or his/her designated representative in the department where the alleged violation occurred. There will be an informal but thorough investigation, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint. Under the Department of Justice regulations, the City of San Angelo will not process complaints from applicants for employment since those will be processed in accordance with EEOC rules and regulations.
4. A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by City Manager Daniel Valenzuela and a copy forwarded to the complainant no later than 25 days after its filing.
5. The ADA Coordinator will maintain the files and records of City of San Angelo relating to the complaint filed. The ADA Coordinator will also monitor the progress of the complaint from the date of receipt until final resolution is made.
6. The complainant may request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within 10 days to the city clerk of the City of San Angelo, who will schedule a review before the City Council in executive session within 10 days.

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7. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
 8. These rules will be construed to protect the substantive rights of interested persons to meet appropriate due process standards, and to assure the City of San Angelo complies with the ADA law and regulations.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Assistant Director, Planning and Development Services

Meeting Date: December 19, 2023

Item type: Regular Item

Caption:

Consider approving a contract to Central Square for the purchase of an updated Community Service Module in the amount of \$312,770 utilizing \$346,070 General Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

This software will integrate one solution and software from the current four that are currently being used. This is one software with separate modules.

The current software is from 1999 and is obsolete. There will be no new integrations or updates.

Time-saving for staff issuing permits and taking payments and avoids human errors with double keying
Help avoid issuing a permit when there are outstanding land development issues in one of the many divisions that require review

Online payments

Online customer portal where customers can see their requests and where it is in the process.

This is a more universal software where out of town customers will be familiar with the software.

Live updates that inspectors in the field can upload and track reports while still in the field and office staff can see them immediately.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund	101-2000-411.03-32		\$346,070

Financial Impact:

In fiscal year 2023, the permit's division exceeded budgeted revenue projections. This item requests to pull 2023 marginal revenue from fund balance and utilize those funds for the purchase of this software upgrade.

Other Information/Recommendation:

This is an update to the entire Community Development suite for Building Permits, Planning, Engineering, Fire Prevention, Health for plan and permit reviews. Code Enforcement and Neighborhood Services utilizes this software for case management. This will provide an online portal to accept payment for projects. The main functionality will provide efficiencies and streamline the communication between departments and division of real conditions on construction sites from blank land to certificate of occupancy to future management of citizen complaints in one unified place.

Attachments:

- | | | |
|----|--|---|
| 1. | City of San Angelo MSA v5(updt Quote v3 Site License) 11-29-2023 (1) | City of San Angelo MSA v5(updt Quote v3 Site License) 11-29-2023 (1).docx |
| 2. | BA Memo - Community Service Software | BA Memo - Community Service Software.pdf |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy	Created/Initiated
Brandon Dyson	Approved
Kimberly Holle	Approved
Aaron Vannoy	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the last signature hereto (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of San Angelo, TX** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with Superior, LLC, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the Superior, LLC Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Superior, LLC Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the Superior, LLC Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Superior, LLC Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to migrate its Superior, LLC PA Naviline Software to the CentralSquare Community Development solution; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of San Angelo
1000 Business Center Drive Lake Mary, FL 32746	72 W. College Avenue, San Angelo, TX , 76903
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: PA Naviline Migration to Community Dev

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
- 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
- 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
- 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
- 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
- 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
- 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
- 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
- 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)
- 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal

information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

- 2.1. **License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. **Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.3. **Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

- 2.4. **Hardware.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.5. **Managed Services Hardware.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.
- 2.6. **Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c)

provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section **Error! Reference source not found.**, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. **Intellectual Property Warranty.** CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
 - 10.2. **Intellectual Property Remedy.** In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
 - 10.3. **Software Warranty.** CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.
 - 10.4. **Software Remedy.** If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
 - 10.5. **Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
 - 10.6. **Disclaimer of Warranty.** **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**
- 11. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at

its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **City of San Angelo**
72 W. College Avenue
San Angelo, TX 76903
Phone: (325) 481-2631
Email: shani.jordan@cosatx.us
Attention: Shani Jordan

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

- 13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.3. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
 - 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
 - 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
 - 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
 - 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
 - 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
 - 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.
- 16. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
- 17. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
- 17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
 - 17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
 - 17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
 - 17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
- 18. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 19. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER**

SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

19.2. CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.

- 20. Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
- 21. Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 22. Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
- 23. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
- 24. Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
- 25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 26. Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 27. Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 28. Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.
- 29. Order of Precedence.**
 - 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
 - 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

Exhibit 6: Intentionally Omitted

Exhibit 7: Service Level Commitments

Exhibit 8: Intentionally Omitted

Exhibit 9: Intentionally Omitted

EXHIBIT 1

Solutions(s) and Services Fee Schedule

Quote #: Q-148569

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Community Development and Laserfiche (Cloud) Annual Subscription Fee	1	2,500.00	2,500.00
2.	Community Development: Advanced Site SaaS Annual Subscription Fee	1	70,000.00	70,000.00
3.	eTRAKiT Credit Card API Annual Access Fee	1	900.00	900.00
4.	GIS Advanced Engine Subscription SaaS Annual Subscription Fee SaaS	1	5,500.00	5,500.00
5.	TRAKiT API for ProjectDox Annual Access Fee	1	5,000.00	5,000.00
6.	TRAKiT API for Selectron IVR Annual Access Fee	1	3,500.00	3,500.00
			Software Total	87,400.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Community Development: Advanced SaaS Subscription Cloud Setup Fee	10,000.00
2.	Public Administration Consulting Services - Fixed Fee	66,300.00
3.	Public Administration Data Conversion Services - Fixed Fee	49,140.00
4.	Public Administration Development Services - As Incurred	17,640.00
5.	Public Administration GIS Services - Fixed Fee	18,525.00
6.	Public Administration Project Management Services - Fixed Fee	37,050.00
7.	Public Administration Technical Services - Fixed Fee	8,970.00
8.	Public Administration Training Services - Fixed Fee	17,745.00
Services Total		225,370.00 USD

QUOTE SUMMARY

Software Subtotal	87,400.00 USD
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Services Subtotal

225,370.00 USD

Quote Subtotal

312,770.00 USD

Quote Total

312,770.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	87,400.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

Payment Terms: Fees will be payable within 30 days of invoicing.

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year.

Services:

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or

resolving any problems;

- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centalsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
- 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
- 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. Development Work. Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. Technology Life Expectancy. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Certificate of Insurance (Evidence of Coverage)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EQ/C-GAWU-23-24	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th><th style="width: 20%;">NAIC #</th></tr></thead><tbody><tr><td>INSURER A : The Charter Oak Fire Insurance Co.</td><td>25615</td></tr><tr><td>INSURER B : Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C : Travelers Property Casualty Company Of America</td><td>25674</td></tr><tr><td>INSURER D : Travelers Casualty And Surety Company</td><td>19038</td></tr><tr><td>INSURER E : AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Co.	25615	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Property Casualty Company Of America	25674	INSURER D : Travelers Casualty And Surety Company	19038	INSURER E : AIG Specialty Insurance Company	26883	INSURER F :	
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INSURER D : Travelers Casualty And Surety Company	19038														
INSURER E : AIG Specialty Insurance Company	26883														
INSURER F :															
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746															

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-01 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC
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EXHIBIT 5
Statement of Work

Project: San Angelo, TX – Community Development

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Scope of Project

The project includes the CentralSquare core system Community Development as detailed in Appendix A of this SOW.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products, with all components delineated in the Agreement. Details related to the activities for each application included in this project can be found in Appendix A of this SOW.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope, and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Communication

Project Status Cadence Meetings: Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues.

Project Status and Issues/Risks Reporting: In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources will be used during each stage to complete the necessary steps for successful deployment of the contracted services. Contracted services are detailed in Appendix A.

APPENDIX A: Application Deployment Strategies

PRODUCT: COMMUNITY DEVELOPMENT

FUNCTIONAL GROUPS:

The Community Development solution will be implemented for the City for the following modules:

Permitting
Projects and Planning
Code Compliance
Licensing
Customer Relations Management (CRM)
Entity Management
Advanced GIS Interface
Mobiles
eTRAKiT Online Portal

Analysis:

To begin, we jointly perform a comprehensive analysis of your current state processes related to core system functionality. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<i>Business Process Review</i>	Consultant meets with different areas of Community Development reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within Community Development. Deliverable: Community Development Formal BPR Report and Recommendations.
<i>Workbook Introduction</i>	The consultant will introduce and walk through the workbooks which will be used to capture the existing state of the client's applicable Community Development modules.
<i>Data Migration Mapping</i>	The consultant will work closely with the agency's legacy data expert, to review the source data and map it to the proper target data field in Community Development

Monitor & Control:

During this phase, the consultant has become familiar with your configuration requirements, processes, and current workflows. With this knowledge, we will deliver your configured system and converted legacy data into your new pre-production environment. Next, our consultant will provide guidance as you begin iterative testing that will continue throughout the remainder of the implementation. Also, our data conversion team guides you through testing your converted data and Admin training begins. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<i>The Work-Booking Process</i>	The Consultant will work with the client remotely across multiple sessions to refine the workbooks to a final state of acceptance.
<i>System Configuration</i>	CentralSquare Technologies configures system according to signed Decision Workbooks. Client provides additional information as needed.
<i>Python Scripting and Geo Database Delivery</i>	The GIS Specialist builds Python scripting by GEOTYPE (example: Parcel, Address, Street) based on the Land Management Workbook to gather required data to populate the appropriate Community Development database tables for initial delivery and installation at the client's site. Upon completion of the scripting, the GIS Specialist delivers the GEO database to the Database Specialist for inclusion in the initial delivery of the client's testing database.

Major Task Description

Configuration Validation CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.

Admin Skills Workshops Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

Admin Skills Workshops

Workshop training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops kick off the application configuration process for designated project committee members. These classes generally are limited to six participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on beginning the building process under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified during the Functional Analysis Workshop.

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
SME/Train the Trainer Training	1	Hands-on, Instructor-led Training	System Admins, Client SMEs & Core Team Members	General Navigation, Overview of each module is included, review of client's testing strategy	Remote
Admin Training	1	Hands-on, Instructor-led Training	System Admins	Covers all modules, designed to train local administrators of the system and covers all areas of configuration with the system	Remote

CUSTOM REPORT DEVELOPMENT:

The Report Development team will work directly with the Client to identify reports to be created. The reports will be chosen by the client in conjunction with the number of hours available for this task. CentralSquare will scope the requested reports and assign hours to each. The Client will then choose and prioritize the reports that are to fit into the available hours. Hours assigned to each report will include specifications, development of the report, and modifications (within scope). Delivery of the reports will be made as they are completed and approved.

DATA CONVERSION:

The data conversion process will start with mapping the client's legacy data from NaviLine into the Community Development production database format. The process includes three major data refreshes, including the final cut-over for Go Live and any number of minor changes to correct small issues, such as spelling or placement of data within Community Development. The conversion program will be designed to run while the target database is in full operation; however, because of the volume of data being processed, it will be ideal to execute the conversion during a window of minimal usage. Data conversion contracted for this project includes:

*Modules To be
Converted* *Definition of Module*

Permitting	Legacy permit data currently in the local government agency's current system of record. Generally, this is data representing the agency's construction or remodeling projects for properties within the agency's jurisdiction. It is intended to ensure that the project plans comply with local, state, and national building and construction regulations
Projects and Planning	Legacy planning & zoning data currently in the local government agency's currently system of record. Generally, this is data representing the agency's development and design of land use and the built environment, including air, water and the infrastructure passing into and out of the agency's jurisdiction. It is intended to ensure that the land use and zoning changes comply with local standards for land use, zoning, and urban planning
Code Compliance	Legacy case data currently in the local government agency's current system of record. Generally, this is data representing the agency's regulatory compliance violations for properties within the agency's jurisdiction. It is intended to ensure that the properties conform to the rules and standards set forth in the agency's municipal code of ordinances
Licensing	Legacy business licenses data currently in the local government agency's current system of record. Generally, this is data representing the agency's Regulatory Licenses, which are permits issued by the agency that allow individuals or companies to conduct business within the agency's jurisdiction. It is intended to ensure that the businesses conform to the rules and standards set forth in the agency's municipal code of ordinances and/or the state's regulatory rules
Land Parcel Management	The land parcel data commonly includes details of the ownership, precise location, dimensions, and value of individual parcels of land, within the agency's jurisdiction. It is intended to provide comprehensive land details obtained from the agency's source GIS system or Assessor's office, to ensure accuracy
Customer Relations Management (CRM)	Legacy data that contains historical communications primarily from property owners within the agency's jurisdiction and generally consists of questions, issues, or complaints
Entity Management	The entity data commonly includes details of individuals and businesses that interact with the agency, on a regular recurring basis. It is intended to provide the agency with a quick reference source of contractor, engineer and tradesmen that can be linked to activities within the Community Development system

INTEGRATION/INTERFACES:

Integrations and/or interfaces Included in this project include:

Integration/Interface	Use of System	Type / Frequency	Import/ Export	Interface Method / Future Functionality
Integrated Voice Response (IVR)	Processing inspection scheduling and related transactions using 3P IVR solutions	On Demand	Import/ Export	File Based DLL / 3 rd party IVR hardware, software & services must be contracted separately
Laserfiche (DMS)	Processing documents between Community Development and 3P document management solutions	On Demand	Export	File Based DLL
Financial Batch Export	Queries system for payments and creates a file to be processed in a 3 rd party GL	Batch / Nightly	Export	SQL Stored Procedure & SSRS Report
Land Parcel Management Update Routine	Ensures the land parcel data within the system, stays up to date	Batch / Nightly	Import	File Based DLL
Avolve ProjectDox	Opens and saves PDFs within the system for plans review and markup	On Demand		File Based DLL

Integration/Interface	Use of System	Type / Frequency	Import/ Export	Interface Method / Future Functionality
ESRI GIS	Uses a published rest endpoint from ESRI to display map data with the system	On Demand	Import	Web Services
Online Payment Gateway <see Note * a. below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL
Over the Counter Payment Gateway <see Note * b. below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL

Notes:

* Client will need to contract with a new payment provider, to accept payments over the counter (OTC) and/or online and provide credentials to CentralSquare within 30 days of project initiation.

- a. Supported online Payment Providers
 - i. Authorized.Net
 - ii. USA ePay
 - iii. Elevon (Converge)
 - iv. PayFlowPro (PayPal)
 - v. Paymentus
 - vi. Cardknox
 - vii. CardConnect
 - viii. CSI (JetPay)
 - ix. CentralSquare Payments
- b. Supported over the counter Payment Providers
 - i. Paymentus
 - ii. Cardknox

Testing:

Testing will assess your team's readiness for Go Live. This includes knowledge transfer, end user training, and change management significant tasks include:

Major Task	Description
Testing	The testing phase is an iterative process, conducted by the client, to help the consultants check the quality of the legacy data conversion and review the configuration decisions made during the discovery phase of the project. This phase is especially important to ensure a smooth transition before the system launches.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. <i>See Go Live below.</i>

TRAINING:

Within Testing and Deployment, End-user training is completed.

End-User Training

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. With the decision to choose CentralSquare facilitated training, an instructor provides training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. These classes generally are limited to 10-12 participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers). Agendas for

each module will be based on specific configuration and workflows established during the implementation. Topics in end-user classes will include data entry, searching, reporting, and application navigation.

Core Solution	# of Classes	Training Type	Intended Audience	Topics	Location
End User Training	1	Hands-on, Instructor-led Training	All Users of the ComDev System	General Navigation, End to end training of each module based on the specific configuration and workflows established during the implementation	Remote

Other Training Events

Training Type	# of Classes	Training Type	Intended Audience	Topics	Location
Data Querying	1	Hands-on, Instructor-led Training	Data SMEs	How to create ad-hoc reports using tools within the application.	Remote

Deployment:

Starts with the completion of your production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

Major Task	Description
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Communications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Execute Go Live	The Client transitions from their legacy system to the Community Development system and conducts their normal day-to-day business.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. <i>See Go Live below.</i>

GO LIVE (additional information):

CentralSquare offers a variety of Go-Live services to augment the Customer's staff during the transition from the legacy product to the CentralSquare solution. Included in this project, the Project Managers will work together to create a Go-Live Plan to include a schedule of events, resource allocation, communications plan, and issue log. Additionally, CentralSquare will support the Go-Live with the following services:

Type of Resource; Role	Number of Days	Onsite or Remote
Consultant: Supporting staff during go live event	2	Remote
CentralSquare Project Manager; Supporting project during go live event	As Needed	Remote

Definitions:

Key Deliverables	Description	Frequency	Owners
Project Management Plan	Guides the project management team to monitor and control expectations, budget, scope, schedule, communication, and quality.	Finalized during the Planning phase during discussions about Project team and timeline	CentralSquare Project Management Team
Project Schedule	Identifies tasks to be completed during the life cycle of the project including the key SOW tasks, resources, durations, milestones, and delivery dates	An updated schedule will be provided as needed	CentralSquare Project Mgr. and Customer Project Manager
Communication Plan	Describes the key project team members from CentralSquare and Customer Executives to Subject Matter Experts, includes, roles and responsibilities, and contract information	Provided at Kick-off and updated as required	CentralSquare Project Manager
Decision Workbook	Workbook that contains customer decisions regarding processes and system configurations.	Provided at Kick-off and updated as required	CentralSquare Consultant
Monthly Status Report	Following regular status meetings, the CentralSquare PM will provide an updated status report	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager
Issues Log	Tracks risks and issues, Assignments, progress, mitigation strategies, due dates, and other relevant information for managing risks and issues	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager

Risk Register	Classifies the risk based on probability and impact to the overall project and develops mitigation and response plans, where appropriate.	Maintained throughout the course of the Project	CentralSquare Project Manager and Customer Project Manager
Implementation Guide	End-to-end summary of engagements that make up the CST implementation.	Provided at Kick-off and referred to throughout the project	CentralSquare Project Manager
Test Workbook	Workbook that contains all test and assessment cases completed during the implementation.	Provided at Kick-off and updated as required	CentralSquare Project Manager
Go Live Plan	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.	A draft will be provided prior to Go-Live, reviewed with the Customer, and finalized for distribution to stakeholders	CentralSquare Project Manager and Customer Project Manager
Services to Support/CSM Project Closeout Report	The delivery of formal closing documents as part of acceptance includes completed project artifacts outlined above, change order summary, lessons learned and recommendations, risk and issues log, customer support transition plan, and description of steady state operations.	Provided at the end of the project	CentralSquare Project Manager

APPENDIX B: General GIS Requirements

Introduction

Community Development includes a property record application where users can look up current parcel activity and information related to the parcel. The GIS Module is at the heart of the system and provides comprehensive land data obtained from either the assessor's office or the client's GIS data to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, code enforcement case, or license record directly through GIS Module.

The GIS integration requires map services to be provided and maintained by the client, and our Land Management Update Routine (LTUR) performs a one-way update process pushing updates to the Community Development data daily/weekly/monthly outside of business hours.

GIS Data Requirements

All GIS feature classes, also referred to as layers, must have correct geometry in an Esri-recognized local projection. The client is responsible for providing and maintaining GIS data in a consistent format, including the feature class name, location, field schema, projection, etc. Unique types of features, such as parcels, must be provided and maintained in single feature classes. For example, if the client's jurisdiction crosses two counties who provide street data, the client will need to combine both street data feature classes into a singular layer.

The Land Management Workbook, to be completed by the client, maps the field in the client's GIS data to the appropriate fields in the Community Development database enabling them to appear in the system. Data attribute requirements are limited; however, missing attributes will result in empty values for the associated attributes in the system. A limited number of user-defined fields are available in the system to enable the client to include attributes that are outside of the standard fields.

GeoTypes

GeoTypes are the core GIS features integrated into Community Development and include any of the following features:

- Parcels: required
- Address Points: recommended
- Streets: recommended
- Others can be discussed with the GIS Specialist during the initial consultation

A dedicated ID field (string data type) is required for each GeoType feature class except for parcels, which should use the Assessor's ID for that purpose. Each ID value must be unique across GeoTypes, and the ID and other critical fields are required to be present in the primary published map service. Condominiums may be represented with stacked parcels.

Boundary / Polygon Layers

Typical boundary layers include zoning, city limits, historical districts, flood zones, etc. A limited number of spatial joins can be configured by CentralSquare to add attributes from boundary data to the GeoTypes to enable full functionality. The most common example is joining the zoning layer to the parcel data.

For clients with the GIS Advanced license, geography-based Spatial Rules triggering fees, reviews, inspections, and more during the creation of permits, projects, code cases and licenses are based on the relationship between GeoType Layers and others. The client is required to supply any polygon layers that are to be used to designate areas impacted by Spatial Rules.

ArcGIS Enterprise (Server) Requirements

Community Development requires map services to be published with Esri's ArcGIS Enterprise or ArcGIS Server. The ArcGIS instance does not need to be solely dedicated to this purpose but must meet the requirements below.

- ArcGIS Enterprise versions 10.3.1 to 10.8 (*check with CentralSquare on later version compliance*)
- Authentication/Security
 - The client must provide CentralSquare with login credentials for an ArcGIS Portal User
 - Web-tier authentication using Windows Authentication is not supported for cloud clients; however, on premise clients with version 18.2 HF09 or later may utilize this.
 - SAML based Active Directory based Federation is not supported. However, Portal for ArcGIS can use built-in account.
- If Community Development is to be hosted by CentralSquare, the client's map services must be available externally through the web. This typically requires the ArcGIS Web Adapter to reside in the client's DMZ.
 - CentralSquare will require built-in user's admin credentials for map rendering and source of data for Land Management Update Routine.
 - SAML and Web-tier based authentication will not be supported. Development work in progress.

ArcGIS Map Service Requirements

The Community Development GIS integration relies on ArcGIS map services that are created and maintained by the client.

Map Service Rules and Requirements

- Community Development requires an Admin Portal user and password to consume REST URLs from a portal. An ArcGIS Online user may be provided as alternative if the service is not to be used for the GIS Advanced licenses/Spatial Advisor or eTRAKiT.
- Map services must be available externally through the web for Cloud clients.
- All map services must start with Layer (0) and run consecutively without gaps between layer numbers
- Additional service-specific requirements are outlined below

Required Map Services

The client is required to provide a minimum of three dedicated ArcGIS map services. Those and additional optional services are outlined below.

1. Feature Map Service

This map services provides the GIS data necessary to populate and maintain the data in the Community Development's Geo Tables in the cloud SQL database. This service must include all layers to be integrated with Community Development. Feature access must be enabled with Query/Data operations allowed, and all layers must be in same projection.

2. GeoType Map Service

The GeoType Map Service is used to provide access to ESRI feature class data in the management of the Community Development Software. Feature access must be enabled, and all layers must be in same projection.

3. Display Map Service

The Display Map Service provides an interactive view map in the application. The client should build this map service with the symbology, scaling, and layer order that will provide end users the best and most complete experience. This service requires a geometry service and a printing service

4. Optional Display Map Services

Other map services can be added to Community Development's Map Viewer to provide more mapping functionality to your users, in a view-only mode. This service requires a geometry service and a printing service.

Additional Details:

- Aerial Photos:
 - Must be a tiled, cached map service.
 - Image Services are not supported.
- Community Development's Map Viewer supports Street View and Bird's View with a valid Google map key. Clients will need to provide this key and add the Community Development URL as a valid referrer.
- Map services can be specific to departments within your organization, such as public works, utilities, recreation facilities, etc.
- Community Development's Map Viewer can support:
 - Routing services via Network Analysis Server
 - Geocoding services

APPENDIX : Cloud Services (Cloud Services - AWS)

CentralSquare and Customer will conduct the following as part of this project.

SAAS

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare's Community Development software	Attend Discovery Call	- Discovery Call - Complete install and data migration
2.	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	Validate Account	Create Test Account

Assumptions

- CentralSquare will migrate all Customer data into the Community Development database and confirm that the Community Development software's primary system functions are available.
- CentralSquare will install the Community Development software into our Public Government Cloud environment, managed by our Cloud services team centers and provide access to the Customer through a standard URL. We will also provide a VPN device to access the URL to secure Customer required third-party integrations identified for this project.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

Roles and Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will

ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Provide access to Customer's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation and migration tasks.

Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

EXHIBIT 6
Intentionally Omitted

EXHIBIT 7
Service Level Commitments

The following applies to the non-OPS designated Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. Service Level Commitments

- A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. Calculation. Service availability for a given month shall be calculated using the following calculation:
- I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
2. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
3. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8
Intentionally Omitted

EXHIBIT 9
Intentionally Omitted

Memo

To: Tina Dierschke, Finance Director
From: Aaron Vannoy, Planning & Dev. Services Asst. Director
Date: 12/12/2023
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Fund the purchase of an updated Community Service Module and associated hardware

Source of Funding:

General fund balance; in fiscal year 2023, the permit's division exceeded budgeted revenue projections

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

Project/Budget to be amended	Revenue	Expense
Development Services Software		346,070

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services

Meeting Date: December 19, 2023

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance for Z23-15 to rezone a property from the Heavy Commercial zoning district to Light Manufacturing zoning district located at 1182 E. Gas Plant Rd. (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The owner wants to expand their storage capability for oil field maintenance supplies. Presently they have a large tank and product storage. Their existing capabilities are covered under their existing zoning. However, if they want to expand product storage, they would have to rezone to Light Manufacturing. In working with the local management staff, they suggested now was the time to change their existing zoning to address any future growth while it would not affect their existing operation.

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

Staff recommends APPROVAL of the rezoning from Heavy Commercial to Light Manufacturing. The Planning Commission voted 7-0 on November 20, 2023 in favor of the zone change.

Attachments:

- | | | |
|----|--|--|
| 1. | Z23-15 1182 Gas Plant Rd. Staff Report | Z23-15 1182 Gas Plant Rd. Staff Report.docx |
| 2. | Zoning Ordinance Z23-15 | [http://v][Zoning Ordinance Z23-15] (6).docx |

Presentation:

Sherry Bailey

Approvals/Reviews:

Sherry Bailey
Jon James
Brandon Dyson
Aaron Vannoy
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

PLANNING COMMISSION – November 20, 2023**STAFF REPORT***City Council First Reading November 21, 2023**City Council Second Reading December 5, 2023*

APPLICATION TYPE:		CASE:	
Rezoning		1182 E Gas Plant Rd.	
SYNOPSIS:			
The applicant's representative has submitted a zone changed to go from Heavy Commercial (CH) to Light Manufacturing (ML) 1182 Gas Plant Rd. The owner wants to expand their storage capability for oil field maintenance supplies. Presently they have a large Tank and product storage. Their existing capabilities are covered under their existing zoning. However, if they want to expand product storage, they would have to rezone to Light Manufacturing In working with the local management staff suggested now was the time to change their existing zoning to address any future growth while it would not affect their existing operation.			
LOCATION:		LEGAL DESCRIPTION:	
East of the intersection of Christoval Rd. and E. Gas Plant Rd..		Abstract: A-0157 S-0167 SURVEY: WM Etzel	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #1 – Tommy Hiebert Neighborhood: Glenmore	CH	Transitional	10.257 acres
THOROUGHFARE PLAN:			
Local Road 50 ft. of r-o-w 22 ft. of pavement			
NOTIFICATIONS			
32 notices were mailed out. None have been received either for or against at this time.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the rezoning from Heavy Commercial to Light Manufacturing.			
PROPERTY OWNER/PETITIONER:			
Owner: Allens Transport USA Inc. Allen Fandrick Local Contact: Chad			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			

Information:

This property is in the industrial area of town. Gas plant Road gets a lot of large truck traffic and has historically done so. The proposed change to Light Manufacturing is more in keeping with the intended uses of the area. Both Light Manufacturing (ML) and Heavy Manufacturing (MH) are adjacent to this property to the east. The Heavy Commercial that the property is presently zoned comes very close to not allowing the large storage of supplies and materials that the present company may want to move into. Having already gained the Light Manufacturing zoning just makes any future moves more accommodating.

9 notices were mailed out. We have received 0 in favor and 0 against, currently.

Planning Commission evaluation of appropriateness.

Section 213(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request as outlined in #1 through #7 below:

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*
The property proposed to be rezoned is in the Heavy Commercial (CH) zoning district. The Comprehensive Plan has the area as "Transitional," Rezoning to Light Manufacturing (LM) is in keeping with the "Transitional" Land Use designation in the City's Comprehensive Plan, updated in 2009.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* As proposed, the lot will meet the requirements for Light Manufacturing zoning.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The rezoning is generally compatible with the surrounding area as outlined in the Comprehensive Plan mentioned above. If rezoned, the lot will be adjacent to Light Manufacturing (ML) zoning to the east and Heavy Manufacturing across the street. There is Ranch and Estate zoning to the south, but that is separated by a street and the applicant has a fence buffer.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The applicant wants to develop a medium to large service center that has the ability to grow. This zoning change will allow that.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* Staff does not anticipate any adverse environmental affects at this time. A review of drainage, grading, and stormwater will be conducted by Engineering Services to address any environmental issues when the property requires replatting.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Staff believes there is a need for this type of product and service centers in San Angelo.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* This buildout would provide additional commercial traffic in an area that is just starting to develop more commercial/industrial services.

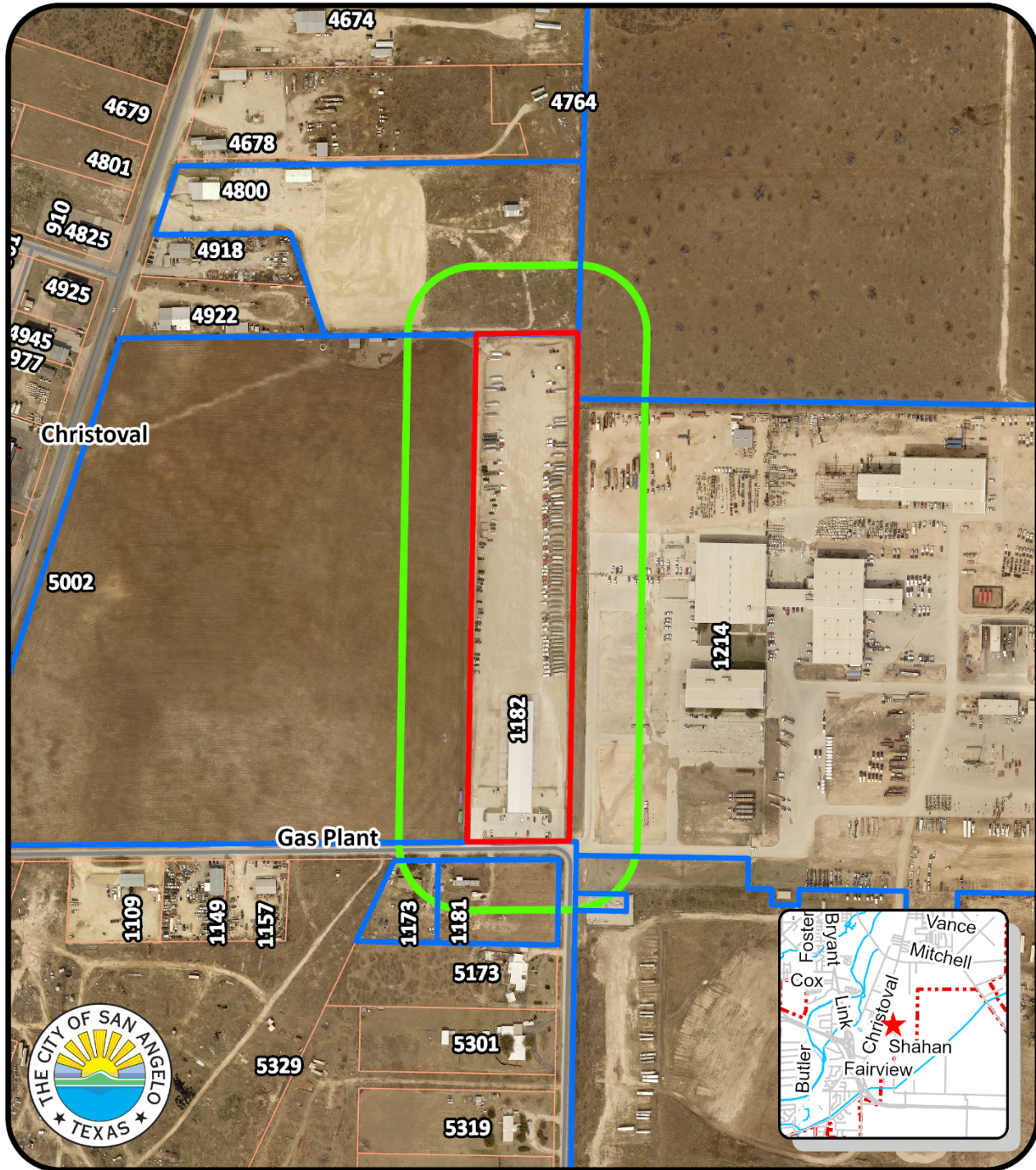
Recommendation:

Staff recommends APPROVAL of the rezoning request.

Attachments:

Aerial Map
Final Plat

Notification Map



200' Notification Map Z23-15: 1182 E Gas Plant Road

Council District: #1 Tommy Hiebert
Neighborhood: Glenmore

Scale: 0 0.02 0.04 0.09 0.14 0.18 Miles

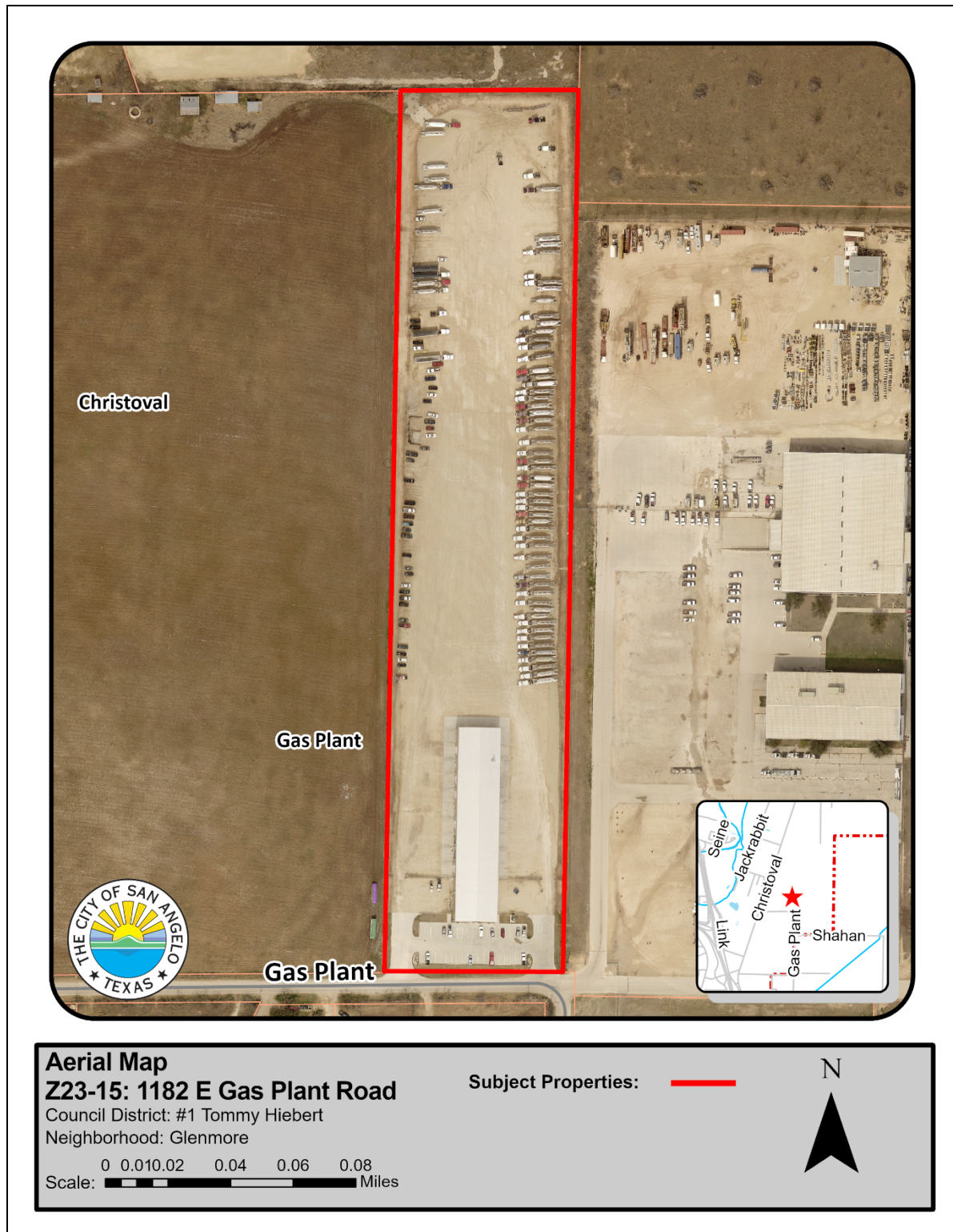
Subject Properties: —

200' Buffer: —

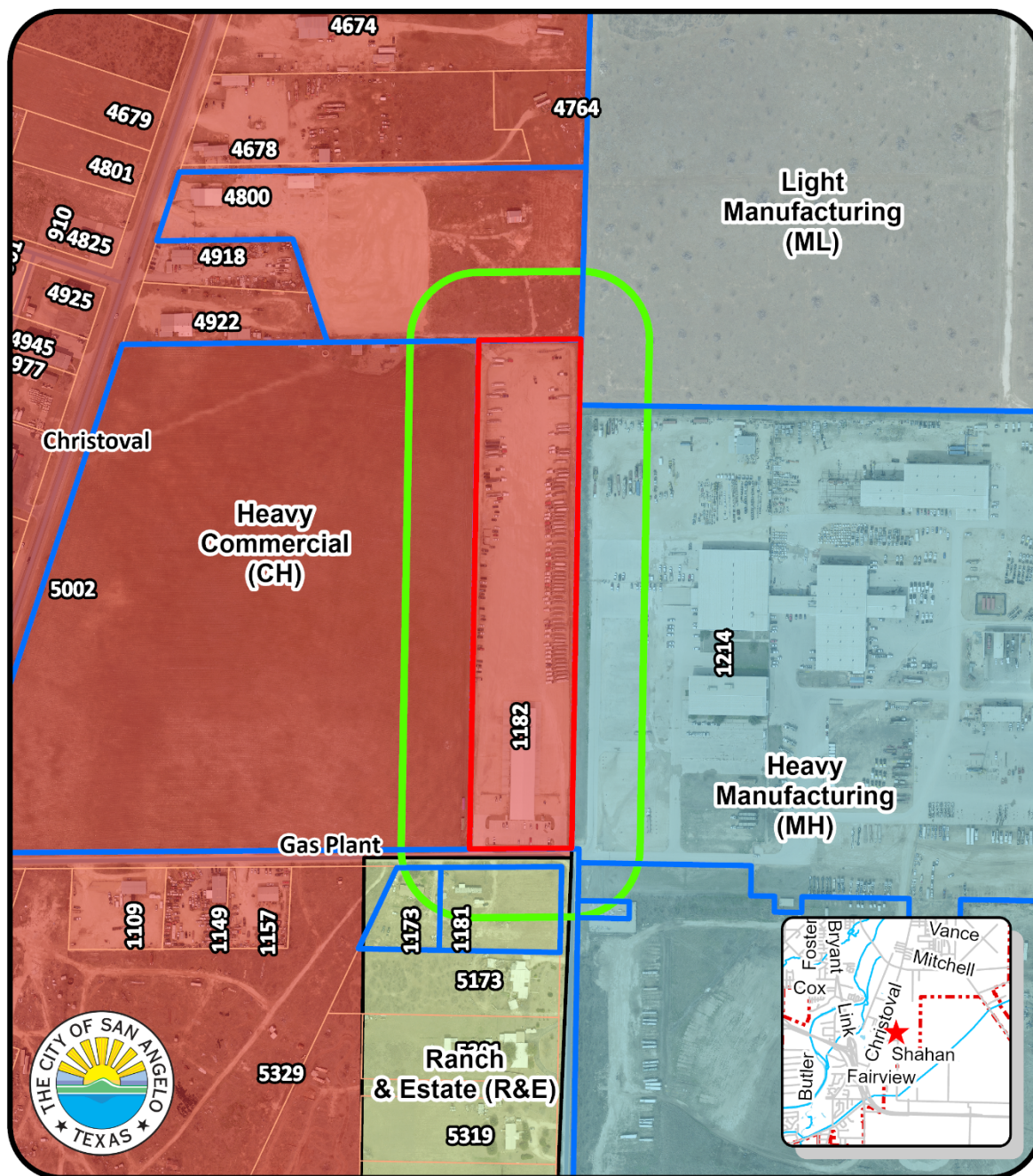
Notified Properties: —



Aerial Map



Zoning Map



Zoning Map

Z23-15: 1182 E Gas Plant Road

Council District: #1 Tommy Hiebert

Neighborhood: Glenmore

Scale: 0 0.02 0.04 0.09 0.14 0.18 Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —

N



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 ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 10.257 ACRES LOCATED AT 1182 E. GAS PLANT ROAD (ABSTRACT: A-0157 S- 0167 SURVEY: WM ETZEL)**; FROM HEAVY COMMERCIAL ZONING DISTRICT (CH) TO LIGHT MANUFACTURING (ML) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z23-15: 1182 Gas Plant Road

WHEREAS, on the 20th day of November 2023, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Light Manufacturing (ML) Zoning District; and,

WHEREAS, on the 19th day of December 2023, City Council held a public hearing on Z23-15, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

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

The real property generally located Being Abstract: A-0157 S-0167 SURVEY: WM Etzel approximately 10.257 acres within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit "A" of this Ordinance.

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

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

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein 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 **19th day of December 2023**, and finally PASSED, APPROVED AND ADOPTED on this the **16th day of January, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

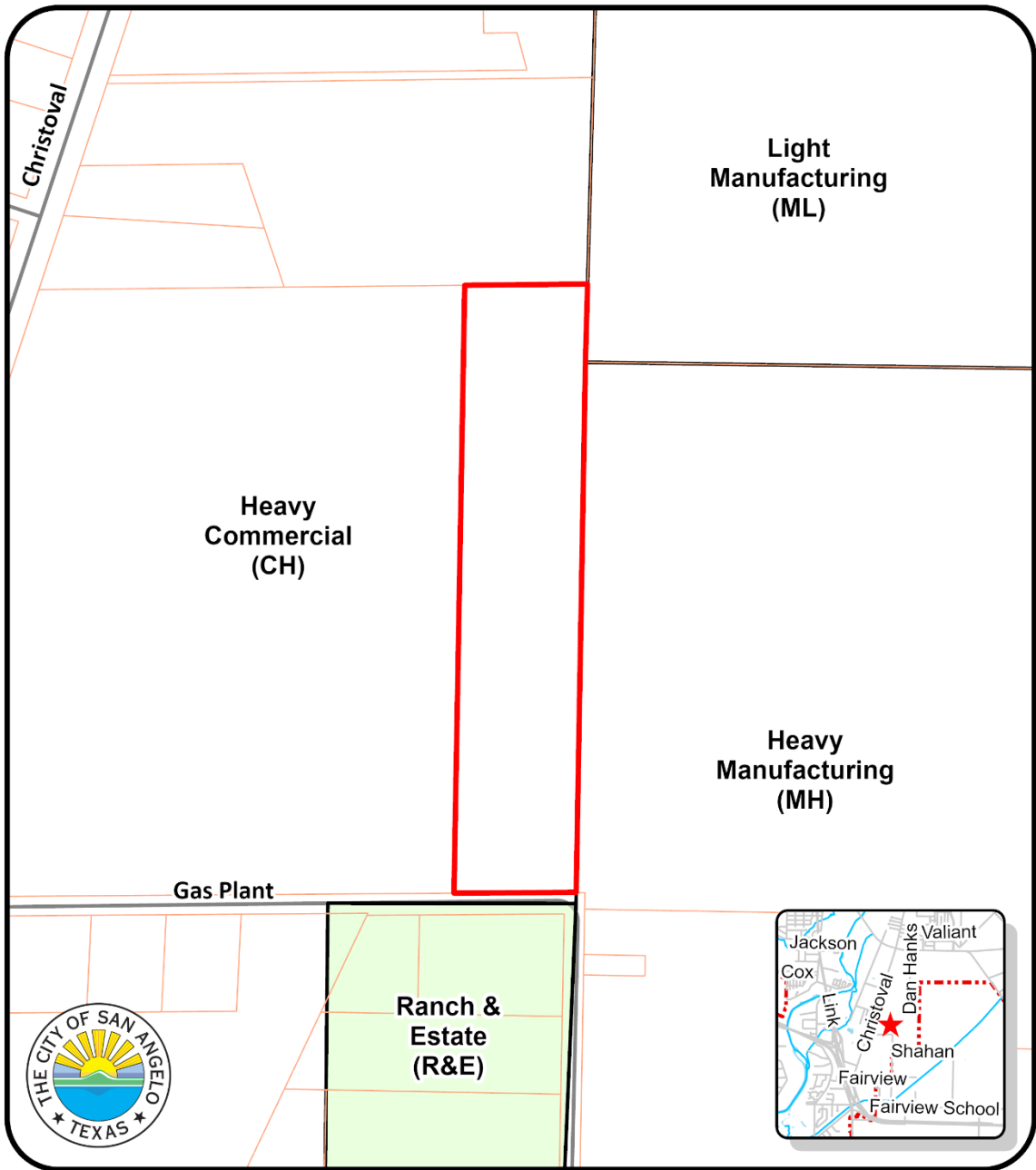
ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

Exhibit “A”



B&W Zoning Map
Z23-15: 1182 E Gas Plant Road
 Council District: #1 Tommy Hiebert
 Neighborhood: Glenmore

Subject Properties: —

Scale: 0 0.020.04 0.07 0.11 0.14 Miles

N

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: December 19, 2023

Item type: Regular Item

Caption:

Discussion, direction and possible action on the following:

1. Amendments to Section 406 "Bed and Breakfast Establishments and Short-Term Rentals" of the Zoning Ordinance.
2. Consider a resolution calling a joint public hearing of City Council and the Planning Commission regarding amendments to Section 406 "Bed and Breakfast and Short-Term Rentals" of the Zoning Ordinance, and establishing alternative notice procedures (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

Staff Recommendation:

Adopt

Direction from Council

Summary/History:

1. Discussion and direction regarding amendments to Section 406 "Bed and Breakfast Establishments and Short-Term Rentals" of the Zoning Ordinance. The Planning staff has worked with the Planning Commission on revising and amending the ordinance. We are looking for further guidance from City Council to continue with the updates.
2. Adoption of a resolution calling a joint public hearing of City Council and the Planning Commission regarding amendments to Section 406 "Bed and Breakfast and Short-Term Rentals" of the Zoning Ordinance, and establishing alternative notice procedures. The Planning Staff is requesting a joint meeting regarding approval, renewal and revocation of conditional uses authorizing Bed and Breakfast and Short-Term Rental establishments, as well as revising distance limitations with respect to Short-Term Rentals.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | STR Ordinance Amendment Memo for CC | STR Ordinance Amendment Memo for CC.docx |
| 2. | Sec. _406.____STR Ordinance PC Revisions | Sec. _406.____STR Ordinance PC Revisions.docx |
| 3. | CC and PC Joint Hearing Zoning Resolution Dec 19 | CC and PC Joint Hearing Zoning Resolution Dec 19.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved
Theresa James	Approved
Heather Stastny	Final Approval

MEMO

**Meeting**

Date: December 19, 2023

To: City Council, City of San Angelo

From: Planning Division, City of San Angelo

Request: Discuss and provide guidance on amending Section 406 of the City Ordinance regarding Short-term Rentals.

Background: Recent discussions on Short Term Rental (STR) requests prompted the City Council to request that staff revisit the current regulations regarding STRs. In addition, recent court cases have limited how City's in Texas can regulate STRs and these proposed changes incorporate that direction. After working with the Planning Commission, below is a summary of items removed or changed:

- Remove the reference to a license required and instead refer to the required Conditional Use.
- Re-worded expiration and renewal text to have all renew at the same time each year (Section A.2).
- Removed requirement for the owner to provide operator information in a 200ft notice area. Staff is still required to provide operator information in any notices being sent out and the owner is still required to post the information in a common area of the house (Section A.3).
- Re-worded having an STR within 500 of another in RS zoned areas only and to include how its measured and that it is not variable (Section B.3).
- Added a prohibition on an STR within 500 feet of fenced area or closest building that is utilized for educational purposes of an elementary or secondary public school and included a provision that this is not variable by the Zoning Board of Adjustment (Section B.4).
- Added and clarified the process and requirements for appeals to the City Council and shortened appeal period to 15 days (instead of 30 days) (Section D.1).
- Replaced requirement for a Change of Occupancy (C.O.) with a required inspection checklist for safety items that must be passed before a conditional use is approved (Section D.3 & 4).
- Added failure to comply section (Section D.6).
- Eliminated requirements that are no longer allowed, including limits on outdoor gatherings and the requirement that an STR must be on a road with at least 30' of pavement width.

Attachments:

Clean copy of the proposed ordinance with all proposed changes.

Sec. 406. Bed and Breakfast Establishments and Short-Term Rentals

Specific use standards applicable to a bed and breakfast and short-term rentals are:

A. General Standards.

1. Unless allowed by right pursuant to the Use Table in Section 313, the operator of a Bed and Breakfast or a Short-Term Rental must obtain a Conditional Use approval from the Planning Commission, by submitting an application form approved by the Director of Planning and Development Services.
2. A Conditional Use approved under this section shall be valid until the 31st of January immediately following the date of initial approval and shall thereafter automatically renew for subsequent one-year periods unless revoked by the Planning Commission in accordance with Subsection (D)(6) below. Regardless of the date of initial approval or last renewal, the next renewal date of a Conditional Use approved prior to the adoption of this amended ordinance shall be January 31, 2025.
3. The application shall designate an "Operator" who must reside in Tom Green County, Texas and shall furnish a telephone number for the operator. The Operator name and phone number shall be furnished in the notice to owners of real property as required by Section 201 of this Zoning Ordinance. The Operator of a Bed and Breakfast or a Short-Term Rental must post conspicuously in the common area of each unit (1) the name and contact information of the operator, and (2) restrictions on noise as set out in Section 8.01.005 of the San Angelo Code of Ordinances. If the Operator's contact information subsequently changes, the Operator shall provide the City with written notice of any new contact information.
4. The operator shall keep a current guest register in compliance with the state code.
5. For the purposes of determining privacy fence requirements, a Bed and Breakfast or a Short-Term Rental will always be considered a residential use.
6. On a residentially zoned property, all lighting shall be directed toward the establishment and not at surrounding neighbors.
7. A minimum of two paved off-street parking spaces, plus one additional off-street parking space per separately rented guest room, shall be provided on the same lot or tract of land as the establishment, except in the CBD zoning district as outlined in Section 511.A.1 of this Zoning Ordinance.
8. Neither a Bed and Breakfast nor Short-Term Rental establishment may be operated on a city-owned property that is leased for residential purposes.

B. Standards for a Short-Term Rental. In addition to the requirements in Section 406.A, the following shall apply on the premises of a Short-Term Rental establishment.

1. Meal service may not be provided.
2. Camping Units are prohibited on the premises of a Short-Term Rental establishment on a residentially zoned property.
3. A Short-term Rental use may not be located on a lot that is within 500 feet of a lot on which another Short-term Rental use is located within a RS-1, RS-2, RS-3, R&E, or PD zoning area. This shall be measured from property line to property line, based on the two closest points, and shall not be varied by the Zoning Board of Adjustment. The restrictions contained in this subsection B(3) shall not affect any property which already has an approved Conditional Use for a Short-term Rental prior to the adoption of this amended ordinance.
4. A Short-Term Rental use may not be located on a lot that is within 500 feet of a fenced area or to the closest building of an elementary or secondary public school. Measurements shall be taken from the two closest points as applicable. Only those school buildings that are utilized for educational activities and regularly occupied by students shall be considered for purposes of the distance limitation. This

Exhibit A: Amendments to Section 406 of the Zoning Ordinance

restriction shall not be varied by the Zoning Board of Adjustment. The restrictions contained in this subsection B(4) shall not affect any property which already has an approved Conditional Use for a Short-term Rental prior to adoption of this amended ordinance.

- C. *Standards for a Bed and Breakfast.* In addition to the requirements in Section 406.A, the following shall apply to a Bed and Breakfast establishment:
1. On a residentially zoned property, a maximum of four guest rooms shall be permitted in any one Bed and Breakfast establishment.
 2. No food preparation, except beverages, shall be permitted within individual guest rooms. Meal service may only be provided to overnight guests.
 3. Preparation and service of food for guests shall conform to all applicable regulations of the State of Texas and the City of San Angelo.
 4. On a residentially zoned property, the operator of the Bed and Breakfast shall be a full-time resident of the dwelling unit in which the Bed and Breakfast establishment is housed and shall remain onsite when the unit is occupied by guests.
 5. On a residentially zoned property, on-site sales will be permitted only as an accessory use to the Bed and Breakfast establishment; said sales will be limited to Bed and Breakfast guests only; no other sales not otherwise permitted in the zoning district shall be permitted on the premises of a Bed and Breakfast establishment.
 6. No exterior evidence of the Bed and Breakfast shall be allowed, except for one sign, no larger than six square feet, which is not internally lit.
- D. *Appeals, Registration, Inspections, and Enforcement.*
1. The applicant or any citizen may appeal a decision of the Planning Commission to the City Council by submitting a written request to the Planning Director within fifteen (15) days of the decision of the Planning Commission. The appeal must be sworn and must identify each alleged point of error, facts and evidence supporting the appeal, and reasons why the action of the Planning Commission should be modified or reversed. City Council shall hear the appeal no later than thirty (30) days after the request is submitted to the Planning Director. City Council may affirm, modify, or reverse a decision of the Planning Commission. Appeal of the City Council's decision shall be made within thirty (30) days of the final action by City Council, to a state District Court of competent jurisdiction in Tom Green County.
 2. All Bed and Breakfast and Short-Term Rental establishments must be registered with the State of Texas and the City of San Angelo for the purpose of Hotel Occupancy Tax prior to operating.
 3. Prior to consideration by the Planning Commission for Conditional Use approval, a Bed and Breakfast or Short-Term Rental establishment shall be required to submit to and pass a safety inspection by the City Building Official. The City Building Official shall establish a comprehensive checklist of all inspection criteria and publish the same on the City's website. Additionally, the inspection criteria shall be provided to applicants as part of the application for a Bed and Breakfast or Short-Term Rental. At a minimum the inspection criteria shall address requirements for working smoke detectors, carbon monoxide detectors, fire extinguishers, working hot water heaters, posting of a 9-1-1 address and posting of an exit plan for the establishment.
 4. After initial approval, the owner shall obtain and comply with an annual safety inspection by the City Building Official's office. Additional inspections may be conducted by the City Building Official upon modification of the establishment in a manner affecting the health and safety of occupants, or to investigate complaints filed regarding the condition of the establishment with respect to health and safety.
 5. The offering of a dwelling unit for Bed and Breakfast rental or Short-Term Rental, or the solicitation for such rental, creates a rebuttable presumption of such use.

Exhibit A: Amendments to Section 406 of the Zoning Ordinance

6. Failure to comply with federal, state, and local law related to the operation of the establishment may result in suspension or revocation of the Conditional Use approval as determined by the Planning Commission. A public hearing on suspension or revocation shall be held in the same manner and in accordance with the same procedures required for initial approval of a Conditional Use. Appeal of a suspension or revocation may be made in the same manner as described in subsection (D)(1) above. In suspending or revoking a Conditional Use approval, the Planning Commission may consider the following:
 - i. The severity, number, and disposition of citations or criminal complaints related to the operation of the establishment and filed against an owner, operator, or any occupant.
 - ii. The severity, number, and disposition of minor complaints submitted by neighbors or other interested persons related to the operation of the establishment. A “minor complaint” shall mean a complaint documented in writing at or near the time of the alleged conduct being complained of, that is supported by facts and evidence, and that is submitted to the appropriate authority having jurisdiction over such complaint. Examples of minor complaints include police calls for service that do not result in issuance of a citation, and notices of violation issued by code enforcement that likewise do not result in a citation.
 - iii. Failure to timely report and remit hotel occupancy taxes.
 - iv. Hotel tax reports reflecting no reported revenue for two or more quarters during any twelve-month period. It shall be a defense to suspension or revocation on this basis if the establishment owner or Operator provides prior written notice to the City Planning Department that the establishment has temporarily ceased operations due to repair or renovations.
 - v. Failure to submit to safety inspections and operate in accordance with the inspection checklist promulgated by the City Building Official.
 - vi. Relevant support materials provided by City staff or the respondent, public testimony provided at the hearing, or any other information that demonstrates the degree to which the owner, Operator, or an occupant has endangered public health, safety, or welfare.
7. To the extent of any conflict between this Section 406 and any other provision of the Zoning Ordinance, this Section 406 shall control with respect Conditional Uses for Bed and Breakfast and Short-Term Rentals.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, CALLING A JOINT PUBLIC HEARING OF CITY COUNCIL AND THE PLANNING COMMISSION AND PRESCRIBING THE TYPE OF NOTICE TO BE GIVEN FOR THE JOINT PUBLIC HEARING

WHEREAS, regarding changes in zoning classifications, Texas Local Government Section 211.007(d) provides an alternative notice procedure by which a governing body may, by two-thirds vote, prescribe the type of notice to be given of the time and place of a public hearing held jointly by the governing body and the Planning Commission; and,

WHEREAS, the San Angelo Zoning Ordinance Section 201(K) provides for this alternative notice procedure as well; and,

WHEREAS, under both sections the alternative notice prescribed by City Council is in lieu of, and an alternative to, the standard written and published notice requirements that must normally be satisfied under the Local Government Code and Zoning Ordinance; and,

WHEREAS, City Council desires to call a joint public hearing with Planning Commission to consider and take action on the matters detailed herein.

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

Section 1. A joint public hearing with City Council and Planning Commission shall be held Tuesday, January 16, 2024, at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of consideration and possible action on the following agenda items:

- a. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 4 “Specific Use Standards,” Section 406 “Bed and Breakfast Establishments and Short-Term Rentals,” regarding approval, renewal and revocation of conditional uses authorizing Bed and Breakfast and Short-Term Rental establishments, as well as revising distance limitations with respect to Short-Term Rentals.
- b. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 3 “Use Regulations,” Section 313 “Use Table,” regarding modification of specified zoning districts where Short-Term Rental establishments may operate without obtaining conditional use approval.

Section 2. In accordance with Texas Local Government Section 211.007(d) and San Angelo Zoning Ordinance Section 201(K), notice of the above joint public hearing shall be provided as follows:

- a. Posting of a Special Joint Agenda in accordance with the Texas Open Meetings Act.
- b. Notice of the time and place of the joint public hearing shall be published in an official newspaper or a newspaper of general circulation in the City of San Angelo before the 15th day before the date of the joint public hearing.
- c. Not later than the 10th day before the joint public hearing, in accordance with Section 211.006(a-1) of the Texas Local Government Code, additional written notice of the time and place of the joint public hearing shall be provided by mail to property owners and occupants of each currently approved conditional use, which authorizes operation of a Bed and Breakfast or Short-Term Rental establishment, as indicated by the most recently approved municipal tax roll. The notice may be served by its deposit in the municipality, properly addressed with postage paid, in the United States mail.

PASSED and APPROVED this 19th day of December, 2023.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget

Meeting Date: December 19, 2023

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for capital projects (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

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

- Street rehabilitation projects (A&M and North Chadbourne resurfacing)

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Short-term Debt			\$0.00

Financial Impact:

The numbers above are net benefit/(cost); see Exhibit A of the ordinance for additional details.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|---------------------------|-------------------------------|
| 1. | 2023 12.19 Ordinance | 2023 12.19 Ordinance.docx |
| 2. | BA Memo - Short Term Debt | BA Memo - Short Term Debt.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle
Kimberly Holle
Tina Dierschke
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Final Approval

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR
THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30,
2024, FOR CAPITAL ITEMS.**

WHEREAS, the City of San Angelo has determined that certain budgeted amounts should be amended due to purchases, and

WHEREAS, the resources necessary for these changes are available.

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

The City's budget for fiscal year 2023-2024 be amended by the amounts contained in **Exhibit "A"**.

INTRODUCED with public hearing on the 19th of December 2023, and finally PASSED on this 16th day of January 2023.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

Exhibit A

City of San Angelo
Proposed Budget Amendment

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
Short-term debt	1,875,000	1,875,000	-
	\$ 1,875,000	\$ 1,875,000	\$ -

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Street rehabilitation projects	2023B Short-term Tax Note Proceeds	1,875,000	1,875,000	-
		\$ 1,875,000	\$ 1,875,000	\$ -

Memo

To: Tina Dierschke, Finance Director
From: Kimberly Holle, Budget Manager
Date: 12/05/2023
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Street rehabilitation projects: A&M and North Chadbourne resurfacing

Source of Funding:

Short-term Debt issue

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

Debt was approved by the City Council at the 9/19/23

Project/Budget to be amended	Revenue	Expense
Short-term Debt issue	1,875,000	
Issue Cost		46,375
Street projects		1,828,625

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance

Meeting Date: December 19, 2023

Item type: Regular Item

Caption:

Consider approving a contract with the San Angelo Destination Marketing Organization (DMO) allocating Hotel Occupancy Tax receipts to be used for eligible activities and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

City staff is requesting that the City Council consider allowing the City Manager to negotiate terms of the Chamber of Commerce Destination Marketing Organization (DMO) contract for the use of Hotel Occupancy Tax (HOT) dollars.

The current agreement with the DMO expires on December 31, 2023. The new agreement will be in effect from January 1, 2024, through December 31, 2024.

The City of San Angelo levied the HOT for eligible expenditures which include but are not limited to the operation of convention facilities, the promotion of tourism, and the improvement of the arts and historical venues. During FY 2023 budget discussions and adoption, the City Council allocated HOT funds for the calendar year 2024 to include a contract with the DMO. These funds will be used to assist with funding the operations of the DMO and in performing part of its mission.

The DMO operates on a calendar-year basis. The budgeted funds allow the contract with the DMO for the calendar year 2024 to be set at the amount of \$950,000.

Funding Source(s):

Financial Impact:

The City has budgeted \$950,000 in the FY 2024 HOT budget to fund this agreement for calendar year 2024.

Other Information/Recommendation:

Attachments:

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Final Approval



**APPLICATION FOR
BOARDS and COMMISSIONS**

Name: Benjamin Brojakowski
 Address: [REDACTED]
 City: [REDACTED] State: [REDACTED] Zip: 76903
 Phone (Home): [REDACTED] (Office): [REDACTED]
 Resident of San Angelo since: August 2019 SMD: 3
 Are you a registered voter of San Angelo? Yes: X No:
 Occupation/Business Affiliation: Angelo State University
 Occupation/Business Address: ASU Station #10895, San Angelo, TX 76909
 Title/Position: Assistant Professor of Communication
 Email: [REDACTED]

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

[Signature] 5-3-23
 Applicant's Signature Date

NOTE: This application is a public record.* Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex, or disability.

Return to: julia.antilley@cosatx.us or City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76903

Applying for:

- ☐ Airport Advisory Board
- ☐ Airport Zoning Board
- ☐ Animal Shelter Advisory Committee
- ☐ Civic Events Advisory Board
- ☐ Civil Service Commission
- ☐ Construction Board of Adjustment & Appeals
- ☐ Design & Historic Review Commission
- ☐ Economic Development Corporation
- ☐ Fairmount Cemetery Board
- ☐ Fort Concho Museum Board
- ☐ Keep San Angelo Beautiful Board
- ☐ Park Commission
- ☒ Parks & Recreation Advisory Board
- ☐ Planning Commission
- ☐ Public Art Commission
- ☐ Tax Increment Reinvestment Zone Board
- ☐ Water Advisory Board
- ☐ Zoning Board of Adjustment

Specific membership criteria requirements apply - see back page for more information.

Recommended by:

Mrs. Gigi Scott

Feel free to attach additional sheets, if necessary.

Based on your board selection, do you meet the membership criteria? ☒ Yes ☐ No

If no, which criteria (see back page for board criteria):

Education and/or Professional Licenses: BA - Mass Communication (King's College); MA - Communication Arts (Marywood University); Ph.D. - Media & Communication (Bowling Green State University)

Current Municipal and Civic Organization Memberships (position and dates): City of San Angelo ADA Advisory Committee (April 2023)

Previous Municipal Experience (position, location, and dates):

What personal qualifications can you bring to this board? I am well-educated in communication and can create verbal, written, & digital presentations in support of various causes. I am also currently a member of the ADA Advisory Committee & hope to use that knowledge on this board. I also specialize in sports communication so I feel the Parks and Recreation Board is a good fit for me based on the membership criteria.

What is your personal vision for the City? I want San Angelo to be a place where ASU students are happy and can find both work and meaningful community projects to participate in. I also want people of any dis/ability to enjoy everything San Angelo has to offer in a safe way.

Why do you want to serve on this board? I've moved to various states for most of my adult life. I now view San Angelo as my home and I intend to stay here. I've wanted to be active in community issues, but rarely stayed in one place long enough to make a difference. I want to find ways to contribute to the community.

Additional relevant information: I am the faculty advisor for the Lambda Pi Eta (Iota Alpha Chapter) Communication Honor Society. I want to create lasting relationships between the students in this organization and the community. I think it is vital to show young adults the opportunities available to them locally. I also think I can contribute to this Board because of my experience in Sports Communication and how to apply that experience at a local level.

*The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk.

BOARD / COMMISSION MEMBERSHIP CRITERIA

Generally, all board members should be at least 18 years of age and a City resident unless otherwise stipulated.

Airport Advisory Board: No additional criteria.

Airport Zoning Board: No additional criteria.

Animal Shelter Advisory Committee: 1 veterinarian; 1 municipal or county official; 1 whose duties include the daily operation of an “animal shelter” as defined in section 823.001 of the Health and Safety Code; 1 officer or employee of an animal welfare organization; and 3 positions filled by City residents.

Civic Events Advisory Board: No additional criteria.

Civil Service Commission: Age 25+, City resident for more than three years, good moral character, and has not held public office within the preceding three years.

Construction Board of Adjustment & Appeals: 1 architect or engineer; 1 commercial building contractor; 1 residential building contractor; 1 electrical contractor; 1 plumber; 1 mechanical contractor; 1 realtor, real estate inspector, or real estate appraiser (member at large from the building industry); 1 homeowner (member at large from the public); and 1 commercial business owner.

Design & Historic Review Commission: Known or demonstrated interest in, general knowledge of, and experience relevant to historic preservation or other professional design field within the City. As possible, at least: 2 licensed or otherwise recognized professionals in architecture, landscape architecture, design, engineering, surveying, or related profession; 1 recognized historian or member of a local historic preservation group; 1 real property owner within the River Corridor; 1 owner of real property designated or recognized as a community landmark, or within a designated historic district; and 1 member of a downtown development organization under contract with the City. Additionally, City Council appoints 1 Historic Preservation Officer with general knowledge and experience relevant to historic preservation or other professional design field.

Economic Development Corporation: Cannot be an employee, officer or member of the City Council, of the City, or a member of any board or commission of the City, except that a member may be appointed to serve on the Water Advisory Board.

Fairmount Cemetery Board: No additional criteria.

Fort Concho Museum Board: Age 21+ and demonstrated experience or interest in heritage education, historic preservation, and community service and/or tourism promotion.

Keep San Angelo Beautiful Board: No additional criteria.

Park Commission: No additional criteria.

Parks & Recreation Advisory Board: Selected on educational and professional qualifications and general knowledge of, interest in, and experience relevant to youth or adult sports, senior activities, recreation activities, other organized social activities, parks, nature or conservation.

Planning Commission: Representatives of different businesses, professions or occupations, as possible. No more than 3 members shall be in the same, similar or related business, profession or occupation.

Public Art Commission: As possible, 1 teacher or professor of art; 1 member of the San Angelo Cultural Affairs Council or the San Angelo Museum of Fine Arts; 1 artist; and 1 landscape architect, architect, engineer, or other type of design professional.

Tax Increment Reinvestment Zone Board: Resident of the county in which the zone is located or a county adjacent to that county; or owns real property in the zone, whether or not the individual resides in the county in which the zone is located or a county adjacent to that county.

Water Advisory Board: 1 engineer, hydrologist, meteorologist or water well driller; 1 in the industry of banking, accounting or financial services with a specialization in agricultural lending or water financing; 1 in agriculture or rural water issues; and 1 attorney, former municipal water district or other governmental officer, or legislator or person who has experience in legal issues related to water.

Zoning Board of Adjustment: No additional criteria.

Form Name: Boards and Commissions application
Date & Time: 11/28/2023 10:21 AM
Response #: 167
Submitter ID: 140933
IP address: 167.8.105.8
Time to complete: 13 min. , 1 sec.

Survey Details

Page 1

NOTE: This application is a public record.
Public service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name: John Harrison Flint
Address: [REDACTED]
ZIP code: 76904
Home/mobile phone: [REDACTED]
Office/mobile phone: [REDACTED]
Resident of San Angelo since: (year) 2000
City Council Single-member District in which you reside: 5
Registered San Angelo voter? (yes or no) yes
Occupation/business affiliation: Sales/TEGNA, PA Announcer Angelo State
Occupation/business address: 5 South Chadbourne Street
Title/position: Account Executive Supervisor
Email: [REDACTED]

2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

Not answered

3. Date

11/28/23

4. Applying for:

(o) Civic Events Advisory Board

5. Recommended by:

(Name): Karen Hesse Smith

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version](#) of the application/Board Ordinance on our [website](#)?

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

I'm a 23 year resident of San Angelo, a husband and father of 4 (ages 27, 25, 19 and 13. I'm an advertising account rep for FOX West Texas and a PA announcer for Central and Lake View football and for various ASU sports.

I'm a big music fan; Everything from rock to blues to jazz to classical music. All of my children are musical and I'm struggling to learn the guitar.

I'm the owner of two dogs and 4 cats plus a parakeet.

My wife is Ami Mizell-Flint, Vice President of the SAISD Board of Trustees.

Current municipal and civic organization memberships (positions and dates):

None

Previous municipal experience (positions, dates, where):

None

What personal qualifications can you bring to the board?

I know music and the musical and entertainment tastes of San Angelo. Plus, I'm 60 years old and have 40 years of sales and management experience.

What is your personal vision for the City?

I want the city to become a LOCAL business friendly city again. Chain stores are fine but the city runs on small local business.

Why do you want to serve on this board?

I'm dedicated to the growth of San Angelo and I know music and the musical and entertainment tastes of San Angelo. I was in the music radio industry for 40 years, specifically as a music director. Which means I was responsible for finding the right music to play for the type of station I ran.

Is there anything else you would like to share about yourself?

Nope. I'm boring.

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**APPLICATION FOR
BOARDS and COMMISSIONS**

Josh Hilton

Name: _____

Address: _____

City: _____ State: _____ Zip: 76903

Phone (Home): _____ (Office): _____

Resident of San Angelo since: 2020 SMD: _____

Are you a registered voter of San Angelo? Yes: ☒ No: _____

Occupation/Business Affiliation: San Angelo Stock Show and Rodeo Association

Occupation/Business Address: 200 W. 43rd St.

Title/Position: Rodeo Manager

Email: _____

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

Josh Hilton 12/7/2023
Applicant's Signature Date

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Return to: heather.stastny@cosatx.us or City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76903

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- ☐ Airport Zoning Board
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- ☐ Planning Commission
- ☐ Public Art Commission
- ☐ Tax Increment Reinvestment Zone Board
- ☐ Water Advisory Board
- ☐ Zoning Board of Adjustment

Specific membership criteria requirements apply - see back page for more information.

Recommended by: _____

Feel free to attach additional sheets, if necessary.

Based on your board selection, do you meet the membership criteria? ☒ Yes ☐ No

If no, which criteria (see back page for board criteria): _____

Education and/or Professional Licenses: Associate of Arts in Mass Media

Current Municipal and Civic Organization Memberships (position and dates): _____

Previous Municipal Experience (position, location, and dates): _____

What personal qualifications can you bring to this board? I have been a part of many large events across the country for the past 20 years. I have seen how they impact cities and venues.

What is your personal vision for the City? I want San Angelo to become a destination city. A city with great events and venues.

Why do you want to serve on this board? I feel that my experience can be useful in this position

Additional relevant information: _____

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