



City Council Agenda 10/1/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held October 1, 2024 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

- a. Proclamation of October 6-12, 2024 as Fire Prevention Week
- b. Proclamation of October 7, 2024 as World Habitat Day & Affordable Housing Day
- c. Recognition of the United Way of the Concho Valley

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 September 17, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Consider awarding HGAC Buy Contract EC07-23 for the purchase of dispatch console furniture and raised flooring for the Public Safety Communications Center to Evans Consoles, Inc in the amount of \$267,301.83 and authorizing the City Manager to negotiate and execute all related documents (Bucky Hasty)
- c. Consider awarding OMNIA Partners Contract #05-60 for the purchase of an entrance access revenue control system for Lake Nasworthy to FlashParking Inc. in the amount of \$66,740 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- d. Consider approving Change Order #5 to WU-08-23 Howard Street Utility Project with Darnell Construction, Inc. for the total amount of \$65,780 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Consider approving Task Order #8 under IDIQ PW-01-23 with Freese and Nichols, Inc. in the amount of \$120,126 for GIS services related to Public Works and the Lead and Copper Rule Revision project and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- f. Consider approving the purchase of water meters from Core & Main, Inc. in the amount of \$3,247,000 budgeted in fiscal year 2025 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

- g. Consider an amendment to the Long Term Service Agreement "Radium Removal System Agreement" with Water Remediation Technology LLC. for Phase 2 Operations and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- h. Consider an extension of a software service agreement with Neptune Technology Group and its vendor, Core & Main, for web hosted meter collector data software platform for an additional one (1) year in the amount of \$60,784.66 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- i. Consider approving a contract with the Historic Orient Santa Fe Depot, Inc. allocating \$25,000 of Hotel Occupancy Tax (HOT) receipts for eligible activities and authorizing the Assistant City Manager to negotiate and execute all related documents (Michael Dane)
- j. Consider approving an agreement with Art in Uncommon Places allocating \$50,000 of Hotel Occupancy Tax receipts for eligible activities, and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- k. Consider a resolution designating Angela Bloss as the ADA Coordinator for the City of San Angelo beginning October 12, 2024 (Daniel Valenzuela)
- l. Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for Police Department salary adjustments (Tina Dierschke)
- m. Second reading of an ordinance for Z24-08, a request to rezone property from the General Commercial/Heavy Commercial zoning district to the Single Family Residential zoning district, located at 21 E. 30th St. (Aaron Vannoy)
- n. Second reading of an ordinance for Z24-09, a request to rezone from the Two-Family Residential zoning district to the Low-Rise Multifamily zoning district, located at 1628 and 1640 Beacon St. (Aaron Vannoy)
- o. Second reading of ordinances for the following cases for property located at 2588 Armstrong:
 - 1. CP24-05, a request to amend the Comprehensive Plan, changing from Neighborhood and Commercial to Neighborhood Center;
 - 2. Z24-11, a request to rezone from the Single-Family Residential zoning district to the Neighborhood Commercial zoning district (Aaron Vannoy)
- p. Second reading of an ordinance for Z24-12, a request to rezone property from the Neighborhood Commercial and Single-Family Residential zoning district to the Low Rise Multifamily zoning district, located at 2815, 2821, 2835 Houston St. and 2826 W. Houston Harte Expy. Frontage Rd. and an unaddressed lot being lots 4-8, block 81 of the Hatcher Addition (Aaron Vannoy)
- q. Second reading of an ordinance for Z24-13, a request to rezone property from the General Commercial/Heavy Commercial zoning district to the Low Rise Multifamily Residential zoning district, located at 2025 & 2029 Vaughn St. (Aaron Vannoy)

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 to waive the rental fee of \$10,000 required to be paid by the Southern Drag Boat Race Association for the events at Lake Nasworthy (Presentation made by Parks and Recreation Director Carl White)
- b. Consider the following:
 - 1. Authorizing a Memorandum of Agreement with Addison Lee Pfluger, Concho Christmas Celebration, Inc., and Downtown San Angelo for the operation of Concho Christmas Celebration and authorizing the City Manager to negotiate and execute all related documents; and
 - 2. Identification and possible approval of funding and funding source to support Concho Christmas Celebration Memorandum of Agreement (Presentation made by City Manager Daniel Valenzuela)
- c. Discussion and consideration related to benefit for Post-65 Retiree Medicare Advantage (Presentation made by Human Resources Director Bryan Kendrick)

7. Closed Session

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

- a. Section 551.072 - Deliberations about real property regarding 2.973 acres; Lot 4, Blk 1; First Replat of Lot 1, Blk 1, Sec 3 out of the Crossings
- b. Section 551.072 - Deliberations about real property regarding 72 E. Avenue D.
- c. Section 551.072 - Deliberations about real property regarding 605 Rio Concho Dr. and O Baker Dr.

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 27th day of September 2024, at 2:38 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 adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations Regarding Real Property), 551.073 (Deliberations Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits), 551.087 (Deliberations Regarding Economic Development Negotiations), and 551.089 (Deliberations Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

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.

Proclamation

The City of San Angelo is committed to ensuring the safety and security of all those living in and visiting our community. Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire.

Home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association, and fire departments in the United States responded to 360,000 home fires. Roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms. Working smoke alarms cut the risk of dying in reported home fires almost in half.

Smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely. San Angelo residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home, and residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities.

Residents should test smoke alarms at least once a month, and those who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire.

The City of San Angelo first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education. Residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes. The 2024 Fire Prevention Week theme, “Smoke alarms: Make them work for you,” serves to remind us of the importance of having working smoke alarms in the home.

THEREFORE I, Brenda Gunter, Mayor of the City of San Angelo, on the behalf of the City Council, do hereby proclaim October 6–12, 2024 as

FIRE PREVENTION WEEK

and urge all citizens to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of San Angelo’s fire and emergency services.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 1st day of October 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

On Monday, October 7, 2024, Habitat for Humanity of San Angelo, joined with partners around the world in raising awareness, education, and mobilizing individuals and communities to act on the current global housing crisis.

Habitat for Humanity of San Angelo joins our partners to rededicate ourselves to recognizing the basic right of everyone to adequate shelter. We ask everyone to join us as one global network in communicating the message that every one of us deserves the opportunity for a better future. A safe place to live can remove barriers to opportunity, health, and success for growing families now and for generations to come.

Habitat for Humanity began in 1976 starting as a grassroots effort on a community farm in southern Georgia. The Christian housing organization has since become a leading global nonprofit, working in more than 1300 communities throughout the United States and in more than 70 countries.

Families and individuals in need of a hand up, partner with Habitat for Humanity to build and improve a place they can call home. Habitat homeowners help build their home alongside volunteers and pay an affordable mortgage. Everyone can help families achieve the strength, stability, and self-reliance they need to build better lives for themselves.

Locally, Habitat for Humanity, San Angelo, Galilee Community Development Corporation, and the City of San Angelo stand together to help ensure we can all provide affordable housing throughout our community. Through shelter, we empower.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim Monday October 7, 2024 as

WORLD HABITAT DAY & AFFORDABLE HOUSING DAY

in San Angelo, Texas and call this observance to the attention of all our citizens.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 1st day of October 2024.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

UNITED STARTS WITH YOU. The mission of the UNITED WAY OF THE CONCHO VALLEY is to provide the means by which a cross-section of our community may join in a community-wide effort to provide and deliver health and human service programs which address current needs in a collective and collaborative manner.

In 2023, more than 100,000 local Concho Valley residents with over 67,000 being citizens of San Angelo benefited from the UNITED WAY OF THE CONCHO VALLEY contributions through social service agencies that provide emergency food and shelter, day and afterschool programs for children, mental health services, substance use treatment and prevention, services for victims of child abuse and domestic violence, homelessness prevention and outreach, and many other social services.

The objective of the UNITED WAY OF THE CONCHO VALLEY is to assist in the expansion and development of service programs; promote preventive activities; and foster cooperation among local, state, and national agencies serving the community. The United Way is ready to assist all individuals with whatever needs may arise in the City of San Angelo.

The City of San Angelo supports the UNITED WAY OF THE CONCHO VALLEY, and we ask that you do the same.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, on behalf of the City Council, do hereby recognize and applaud

UNITED WAY OF THE CONCHO VALLEY

for its achievement and positive determination to make a difference in our community.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 1st day of October 2024.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, September 17, 2024

Present:

Mayor Brenda Gunter
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, September 17, 2024 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 were led by San Angelo Police Department Chaplain Gary Jenkins.

3. Proclamations/Recognitions

September 2024 was proclaimed as Hunger Action Month.

September 2024 was proclaimed as Hispanic Heritage Month.

4. Public Comment

Mayor Gunter thanked Fire Chief Brody and Police Chief Griffith for their work organizing the 09/11 Memorial event.

U.S. Commercial Service West Texas Director Mayra DeLaCanal announced the opening of their local office in Midland, Texas to help west Texas companies with global export.

City Clerk Heather Stastny reviewed changes to the recently adopted changes to the Public Comment Policy that will go into effect on October 1, 2024.

5. Consent Agenda

- a. Approval of the September 3, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Award of Task Order 1 under the Professional Services Master Services Agreement in the amount of \$53,650 with SKG Engineering, LLC for surveying services for embankment measurement and boundary markers at Twin Buttes Dam and Reservoir and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- c. Award of Task Order #7 to Freese and Nichols for Dam Safety Services at Ben Ficklin Dam and Lake Nasworthy Dam in the amount of \$340,500 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- d. Approval of Change Order 4 to WU-05-21 Upper Colorado Regional Flood Planning Professional Services with HDR Engineering, Inc. for the total amount of \$2,194,000 allocated

- from the Texas Water Development Board and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Award of Buyboard Contract #660-21 for the Youth Sports Practice Area project to Basic IDIQ Inc. in the amount of \$1,460,605.64 and authorizing the City Manager to negotiate and execute all related documents (Alfonso Torres)
 - f. Award of RFB AP-02-24 Acquire/Replace Emergency Generator at the San Angelo Regional Airport to McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc. in the amount of \$546,469 and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
 - g. Approval of Amendment #7 to the Master Airport Agreement with Jviation, A Woolpert Company LLC. For engineering services to acquire and replace the Airport Terminal Emergency Generator in the amount of \$84,994.14 and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
 - h. Approval of a fourth amendment to the Santa Fe Municipal Golf Course Services Agreement with Two Pro Management that extends the term of the agreement to September 30, 2025, and authorizing the City Manager to negotiate and execute all related documents (Carl White)
 - i. Approval of revisions to the Animal Shelter Advisory Committee (ASAC) bylaws (Morgan Chegwiddden)
 - j. Approval of change in benefits provider for supplemental critical illness and accident insurance to allow for a better employee experience (Kimberly Holle)
 - k. Ratification of approval of the sale of 8.2 acres at the Industrial Park to NAI Wheelhouse at a price of \$65,000 per acre, the exact price to be determined by a survey on the ground, and authorizing the Board President to negotiate and execute all related documents (Michael Dane)
 - l. Ratification of the Administrative Services agreement between the City of San Angelo Development Corporation and the City of San Angelo to provide staff services and authorizing the City Manager or his designee to negotiate and execute all related documents (Michael Dane)
 - m. Adoption of an ordinance designating Reinvestment Zone No. 24-2 to be located at the easterly 12.9 acres of land, more or less, out of a 32 acre tract of land, more or less, out of Survey 1114, Abstract No. 8036, F. Tankersley, Tom Green County, Texas, and being more particularly described as Parcel 2 in that certain Warranty Deed dated June 1, 2007, of record at Instrument No. 633054, Official Public Records, Tom Green County, Texas, for the purpose of providing an ad valorem commercial-industrial tax abatement (Michael Dane) (Pg. 368, 2024-077)
 - n. Adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024
 - 1. Short-term Debt
 - 2. Riverstage Phase I
 - 3. Fleet Services Materials
 - 4. Capital Improvement Projects
 - 5. Health Insurance Claims

6. Property & Casualty Claims
(Tina Dierschke) (Pg. 372, 2024-078)

- o. Adoption of an ordinance amending Chapter 11 "Utilities", Article 11.05 "Water Conservation and Drought Contingency Plan" of the City of San Angelo Code of Ordinances (Shane Kelton, Theresa James) (Pg. 374, 2024-079)
- p. Approval of a five-year extension of the Water Remediation Technology LLC. Long Term Service Agreement "Radium Removal System Agreement", and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- q. Approval of a revised encroachment agreement with Shannon Medical Center and authorizing the City Manager to negotiate and execute all related documents (Aaron Vannoy)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the Consent Agenda, with the exception of item 5e. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

Motion: Council Member Thompson made a motion, seconded by Council Member Miller, to approve item 5e. as presented by Construction Manager Alfonso Torres. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

6. Regular Agenda

- a. Approval of Revision #1 to Amendment #4 to the Master Airport Agreement with Jviation, A Woolpert Company LLC. to construct the South Taxilane, adding \$186,961 to the base agreement and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Airport Director Jeremy Valgardson)

Motion: Council Member Thompson 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.

- b. Discussion and direction regarding the Bill Aylor, Sr. Memorial River Stage renovations (Presentation made by Civic Events Manager Sidney Walker)

Direction: Council directed staff to prioritize the sewer lift station and all proposed restroom and concession buildings and incorporate projects into Stage 1(b).

- c. Consider the following items regarding Meet & Confer:
 - 1. Approval of an agreement with the San Angelo Police Officers Coalition, establishing certain terms and conditions of employment for covered Police Officers, to be effective October 1, 2024 through December 31, 2025, and authorizing the City Manager to negotiate and execute all related documents; and
 - 2. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for Police Department salary adjustments (Presentation made by Human Resources Director Bryan Kendrick, SAPOC President Noel Anderson and Finance Director Tina Dierschke)

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

- d. Approval of agreements with non-profit organizations allocating up to \$75,000 of Hotel Occupancy Tax receipts for eligible activities listed as follows and authorizing the City

Manager to negotiate and execute all related documents (Presentation made by Parks and Recreation Director Carl White)

1. Annual Request

-San Angelo Symphony -- \$25,000

-Angelo Civic Theater -- \$15,000

-Ballet San Angelo -- \$15,000

-San Angelo Broadway Academy -- \$10,000

-Fort Concho Museum - \$2,500

2. Annual Special Projects

-Hispanic Heritage Museum & Cultural Center, Dia de los Muertos -- \$2,500

-San Angelo YMCA -- \$1,000

-Emmanuel School of the Fine Arts -- \$1,000

-Heritage Park -- \$500

3. New Request

-Downtown San Angelo, Mini Miss Wool Pageant -- \$1,000

Ballet San Angelo Development Director Susan Kinney requested additional HOT funding.

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

- e. First reading and public hearing of an ordinance for Z24-08, a request to rezone property from General Commercial/Heavy Commercial zoning district to Single Family Residential zoning district, located at 21 E. 30th St. (Presentation made by Planning and Development Services Director Aaron Vannoy)

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

- f. First reading and public hearing of an ordinance for Z24-09, a request to rezone from Two-Family Residential zoning district to Low-Rise Multifamily zoning district, located at 1628 and 1640 Beacon St. (Presentation made by Planning and Development Services Director Aaron Vannoy)

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

- g. First reading and public hearing of ordinances for the following cases for property located at 2588 Armstrong:
1. CP24-05, a request to amend the Comprehensive Plan, changing from Neighborhood and Commercial to Neighborhood Center;
2. Z24-11, a request to rezone from the Single-Family Residential zoning district to the Neighborhood Commercial zoning district (Presentation by Planning and Development Services Director Aaron Vannoy)

Motion: Council Member Gonzales 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.

- h. First reading and public hearing of an ordinance for Z24-12, a request to rezone property from the Neighborhood Commercial and Single-Family Residential zoning district to the Low Rise Multifamily zoning district, located at 2815, 2821, 2835 Houston St. and 2826 W. Houston Harte Expy. Frontage Rd. and an unaddressed lot being lots 4-8, block 81 of the Hatcher Addition (Presentation made by Planning and Development Services Director Aaron Vannoy)

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

- i. First reading and public hearing of an ordinance for Z24-13, a request to rezone property from the General Commercial/Heavy Commercial zoning district to the Low Rise Multifamily Residential zoning district, located at 2025 & 2029 Vaughn St. (Presentation made by Planning and Development Services Director Aaron Vannoy)

Motion: Council Member Hesse Smith 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.

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

No action taken on this item.

- b. Announcements and consideration of Future Agenda Items

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

There being no further business, the meeting adjourned at 9:58 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: Bucky Hasty, IT Manager, Information Technology

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider awarding HGAC Buy Contract EC07-23 for the purchase of dispatch console furniture and raised flooring for the Public Safety Communications Center to Evans Consoles, Inc in the amount of \$267,301.83 and authorizing the City Manager to negotiate and execute all related documents (Bucky Hasty)

Staff Recommendation:

Approve

Summary/History:

The current flooring in the Dispatch Center was installed in 1996. It is a raised flooring and it is past life and we cannot replace the tiles anymore. Also the current flooring is a risk issue, due to tiles and the seams being damaged. The current consoles were installed in 2006, the life expectancy for these consoles, industry standard, is 10-12 years. This project will replace the flooring and provide new, modern dispatch consoles for our dispatchers.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Bucky Hasty

Approvals/Reviews:

Bucky Hasty
Bucky Hasty
Theresa James

Created/Initiated
Approved
Approved

Jeffrey Tomlinson
Tina Dierschke
Heather Stastny

Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Miller, Assistant Director of Operations, Operations

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider awarding OMNIA Partners Contract #05-60 for the purchase of an entrance access revenue control system for Lake Nasworthy to FlashParking Inc. in the amount of \$66,740 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

Lake Nasworthy has two controlled access paid entrances. These entrances are operational from Easter weekend to Labor Day each year and are staffed by seasonal part-time employees. The proposed contract would allow for the installation of an automated pay gate system similar to what you would find in a parking garage. The proposed automated gate location would be at the current entrance to Middle Concho Park. Once installed, the Middle Concho Park entrance will no longer need to be staffed by seasonal employees. Hiring seasonal part-time employees to assist with collecting entrance fees over the years has proven challenging. The automated entrance gates would provide a cashless payment process and a more streamlined and secure revenue collection system. The cost savings of reducing the use of seasonal part-time employees will offset the cost of purchasing and installing the automated gates in less than two years based on current revenue collected. The contract with FlashParking, Inc. would provide ongoing support for technical issues as well as a customer support center for users experiencing issues with the gates. The contract term would be for three years with two one-year renewal options and a monthly subscription fee of \$540.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
260	260-4400-800.07-30		\$66,740.00

Financial Impact:

There would be a one-time equipment purchase of \$66,740 and a monthly subscription cost of \$540/month. This amount has been budgeted for FY25.

Other Information/Recommendation:

Staff recommends awarding the contract to FlashParking, Inc.

Attachments:

- | | | |
|----|---|---|
| 1. | Lake Nasworthy - Parking lot - Q-35346 092324 | Lake Nasworthy - Parking lot - Q-35346 092324.pdf |
| 2. | FLASH Terms & Conditions | FLASH Terms & Conditions.docx |

Presentation:

Patrick Frerich

Approvals/Reviews:

Jeremy Miller	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval



Lake Nasworthy

Q-35346

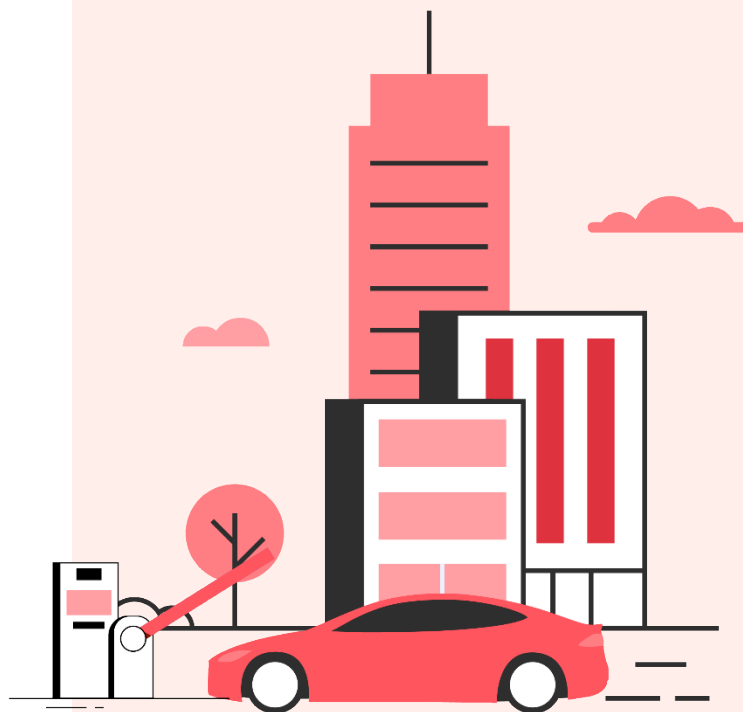
Proposal for:
Lake Nasworthy - Parking lot
09-23-2024

Facility at:

San Angelo
San Angelo, Texas, 76904
United States

Created By:

Lee Johnson
FlashParking, Inc.
lee.johnson@flashparking.com



 Quote Summary

Product Type	Monthly Recurring Subtotal	One-time Subtotal
Hardware	\$0.00	\$53,490.00
Software - Term:36 months	\$540.00	\$0.00
Installation	\$0.00	\$9,900.00
Implementation	\$0.00	\$2,950.00
Warranty	\$0.00	\$0.00
Custom	\$0.00	\$400.00
Total	\$540.00	\$66,740.00

 Hardware

Product	Qty	Unit Price	Subtotal
Smart Station (RFID+Barcode+MSR)	2.00	\$12,720.00	\$25,440.00
Flash Care Kit for Touch Screen Kiosk	1.00	\$7,500.00	\$7,500.00
Magnetic LED Gate Column	2.00	\$3,720.00	\$7,440.00
LED Straight Gate Arm Care Kit	1.00	\$1,050.00	\$1,050.00
10' Straight Arm with LEDs	2.00	\$710.00	\$1,420.00
Vehicle Detector-Over Height Sensor	2.00	\$900.00	\$1,800.00
3X6 ft Loop with 50 ft Lead in SC18-50	4.00	\$0.00	\$0.00
Network Kit	2.00	\$2,000.00	\$4,000.00
Universal mounting pole	4.00	\$310.00	\$1,240.00
Cashier Kit (MSR) with iPad 8th Generation	1.00	\$3,600.00	\$3,600.00
Total			\$53,490.00

 Installation

Product	Qty	Unit Price	Subtotal
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Smart Station Installation	2.00	\$2,250.00	\$4,500.00
Gate Installation	2.00	\$2,200.00	\$4,400.00
Shipping and Handling	4.00	\$250.00	\$1,000.00
Total			\$9,900.00

Implementation

Product	Qty	Unit Price	Subtotal
Travel & Expenses	2 days	\$2,500.00	\$0.00
Implementation Fee	2 days	\$0.00	\$0.00
Software Suite and Configuration for FULL system-Flash	2 days	\$2,950.00	\$2,950.00
Total			\$2,950.00

Warranty

Product	Qty	Unit Price	Subtotal
PARCS Two Year Standard Warranty	2.00	\$0.00	\$0.00
Total			\$0.00

Software - Term:36 months

Product	Qty	Monthly Cost
Mobile App Module (for managing parking operations)	1.00	Included
Network Kit Module	1.00	\$100.00
FLASH Permit	1.00	Included
Validation Module	1.00	\$120.00
Full System Base Software - Flash	1.00	\$240.00
Digital Ticket Checkout (DTC)	1.00	Included
24/7 Phone and Online Support	1.00	Included
Ongoing PCI compliance + Software Updates and general software patches	1.00	Included
Real-time Reporting Suite	1.00	Included
Full System - Device Software License - Flash	2.00	\$80.00
Managed Network Services with 4G/LTE Back-up	1.00	Included
Total		\$540.00

 Custom

Product	Qty	Unit Price	Monthly Recurring Subtotal	One-Time Subtotal
Sensor install Sensor installation	1.00	\$200.00		\$200.00
Sensor install sensor install	1.00	\$200.00		\$200.00
Total			0	\$400.00

 Optional Items

Product	Qty	Unit Price	Monthly Recurring Subtotal	One-Time Subtotal
Custom Vinyl Wrap - Smart Station	2.00	\$850.00	\$0.00	\$1,700.00
PARCS Extended Warranty	2.00	\$1,590.00	\$0.00	\$3,180.00
Total			\$0.00	\$4,880.00

Lane Details

Facility Level Group

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Flash Care Kit for Touch Screen Kiosk	1.00	\$7,500.00	\$0.00	\$7,500.00
LED Straight Gate Arm Care Kit	1.00	\$1,050.00	\$0.00	\$1,050.00
Network Kit	2.00	\$2,000.00	\$0.00	\$4,000.00
Universal mounting pole	4.00	\$310.00	\$0.00	\$1,240.00
Cashier Kit (MSR) with iPad 8th Generation	1.00	\$3,600.00	\$0.00	\$3,600.00
Full System Base Software - Flash	1.00	\$8,640.00	\$240.00	\$0.00
Managed Network Services with 4G/LTE Back-up	1.00	\$0.00	\$0.00	\$0.00
Validation Module	1.00	\$4,320.00	\$120.00	\$0.00
Network Kit Module	1.00	\$3,600.00	\$100.00	\$0.00
Mobile App Module (for managing parking operations)	1.00	\$0.00	\$0.00	\$0.00
Full System - Device Software License - Flash	2.00	\$1,440.00	\$80.00	\$0.00
Ongoing PCI compliance + Software Updates and general software patches	1.00	\$0.00	\$0.00	\$0.00
Digital Ticket Checkout (DTC)	1.00	\$0.00	\$0.00	\$0.00
Real-time Reporting Suite	1.00	\$0.00	\$0.00	\$0.00
24/7 Phone and Online Support	1.00	\$0.00	\$0.00	\$0.00
FLASH Permit	1.00	\$0.00	\$0.00	\$0.00
Implementation Fee	2 days	\$0.00	\$0.00	\$0.00
Travel & Expenses	2 days	\$2,500.00	\$0.00	\$0.00
Shipping and Handling	4.00	\$250.00	\$0.00	\$1,000.00
PARCS Two Year Standard Warranty	2.00	\$0.00	\$0.00	\$0.00
Software Suite and Configuration for FULL system-Flash	2 days	\$2,950.00	\$0.00	\$2,950.00
Total			\$540.00	\$21,340.00



Main Entry

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+MSR)	1.00	\$12,720.00	\$0.00	\$12,720.00
Magnetic LED Gate Column	1.00	\$3,720.00	\$0.00	\$3,720.00
10' Straight Arm with LEDs	1.00	\$710.00	\$0.00	\$710.00
Vehicle Detector-Over Height Sensor	1.00	\$900.00	\$0.00	\$900.00
3X6 ft Loop with 50 ft Lead in SC18-50	2.00	\$0.00	\$0.00	\$0.00
Gate Installation	1.00	\$2,200.00	\$0.00	\$2,200.00
Smart Station Installation	1.00	\$2,250.00	\$0.00	\$2,250.00
Total			\$0.00	\$22,500.00



Main Exit

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+MSR)	1.00	\$12,720.00	\$0.00	\$12,720.00
10' Straight Arm with LEDs	1.00	\$710.00	\$0.00	\$710.00
Vehicle Detector-Over Height Sensor	1.00	\$900.00	\$0.00	\$900.00
Magnetic LED Gate Column	1.00	\$3,720.00	\$0.00	\$3,720.00
3X6 ft Loop with 50 ft Lead in SC18-50	2.00	\$0.00	\$0.00	\$0.00
Smart Station Installation	1.00	\$2,250.00	\$0.00	\$2,250.00
Gate Installation	1.00	\$2,200.00	\$0.00	\$2,200.00
Reservations	1.00	\$0.00	\$0.00	\$0.00
Total			\$0.00	\$22,500.00

DISCLAIMERS

CUSTOMER UNDERSTANDS THE PURCHASE AND USE OF ANY PRODUCTS AND SERVICES FROM THE COMPANY ARE SUBJECT TO THE COMPANY'S POLICIES, INCLUDING ITS TERMS, CONDITIONS AND DISCLAIMERS, WHICH CAN BE FOUND AT www.flashparking.com/LEGAL/.

FLASH OS™ License, Service and Product Usage Terms and Conditions

These License, Service and Product Usage Terms and Conditions (the “Agreement” or “Terms and Conditions”, which shall include any and all schedules, addendums, or attachments incorporated herein, as well as all amendments or supplements of such documents and the Agreement) is entered into and effective as of date set forth in an executed order form (the “Order Form”) referencing this Agreement by and between FlashParking, Inc., a Delaware corporation, Flash Infrastructure Financing I, LLC, a Delaware limited liability company, or any of their Affiliates (as applicable, “Flash” or the “Company”) and the customer listed on the Order Form (“Customer”). Flash and Customer at times are each referred to herein as a “Party” and, collectively, as the “Parties.”

This Agreement sets forth the terms and conditions governing Customer’s purchase of any configuration of Equipment, Services, and Software (each as defined below, and collectively “Flash Offerings”).

An Order Form will provide, where applicable, a description of the Flash Offerings to be provided by Flash and the consideration to be paid for by Customer for the same.

Supplemental terms and conditions necessary for certain Flash Offerings may be included in an addendum to this Agreement. In the event of a conflict between the terms of any Order Form, addendum, attachment, or any other agreement or communication between Customer and the Company, this Agreement shall supersede, govern and control to the extent of the inconsistency, unless expressly stated otherwise.

NOW THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Description of the Flash OS System

1. Kiosks, gates, ticket dispensers, scanners, RFID readers, electric vehicle supply equipment, cameras and other hardware and accessories to be delivered to Customer as specified in the relevant Order Form and any additional Order Forms entered into by the Parties from time to time shall be referred to as “Equipment”.
2. Any programmed code contained within the Equipment or used by Flash in the delivery of any of the Services shall be referred to as “Software” and may be further described in the Order Form and additional terms may apply pursuant to attachments thereto.
3. Flash may provide the services set forth below (collectively, the “Services”) which shall be further described in an Order Form according to the Customer’s purchase. The Services may include:
 1. installation, electrical, cabling, and related services required to place the Flash Offerings into service at Customer’s sites (“Installation Services”);
 2. consulting, administrative, and technical services (“Professional Services”);

3. hosted subscription services provided by Flash through the Flash portal, FlashParking.com website, through any mobile application offered by Flash, or through any other means by which Flash chooses to deliver the Software in the future ("Subscription Services");
 4. merchant payment services for use with the Equipment and Services by means of a credit card, debit card, prepaid card, gift card, loyalty card, discount card or other means of payment, including crediting or debiting such cards ("Payment Gateway Services"). Payment Gateway Services will conform at all times to applicable laws pertaining to PCI compliance. Payment Gateway Services are rated as a DSS Level 1 for PCI Compliance.
 5. Final inspection, configuration, start-up, testing and enrollment services required to bring the Equipment and Services into full operation, including confirming appropriate interface/communications with the Flash data center(s) ("Commissioning Services").
4. Additional Services and other Flash Offerings may become available over time and a description thereof and any necessary terms and conditions related thereto will be included in an addendum to this Agreement.
 5. Flash may subcontract any Service in whole or in part to subcontractors selected by Flash. Any subcontractors will be required to comply with this Agreement and Flash will be responsible for their performance. Customer shall cooperate and assist Flash and its subcontractors as reasonably requested by Flash to facilitate the provision of such Services as described in the applicable Order Form.
 6. The Parties shall cooperate so Flash can provide Installation Services in an efficient and timely manner.
 1. In the event any Installation Services are completed by a third-party not directly under Flash's supervision (excluding, for the avoidance of doubt, any subcontractor engaged by Flash): (a) Flash will not bear any risk associated with, the Installation Services and (b) Customer warrants that the Installation Services will be and are consistent with Flash specifications and all documentation, requirements, and procedures made available to Customer.
 2. The cost of obtaining all required local electrical/site/construction licenses, permissions, and permits, necessary to allow the installation to lawfully proceed shall be Customer's responsibility.
 7. Commissioning Services shall follow Flash's standard procedures to confirm the Flash OS operates in conformance with the terms of this Agreement. Failures caused by Flash shall be rectified solely at Flash's cost. Failures caused by the Customer may be rectified by Flash at Customer's sole expense and Flash will bill Customer using Flash's then-standard commercial time and materials rates. This includes travel and per diem expenses and shall be payable to Flash in accordance with the payment terms of the Agreement.

8. Either Party may request changes to the Professional, Installation and/or Commissioning Services to be provided by Flash (a "Change Order"). Once the Parties agree to a Change Order, Flash will prepare a written description of the agreed-upon changes, including additional fees to be charged, which must be signed by both Parties before it is binding on the Parties. While the Parties are discussing a Change Order request, Flash may continue to work in accordance with the existing Order Form.

2. General Use; Use Restrictions

1. Subject to the terms and conditions set forth in any Order Form, Customer is hereby granted a restricted, limited, revocable, non-transferable, non-exclusive license to use the Flash Offerings solely for Customer's own internal business purposes. Customer access will be limited to the permitted users identified by Customer, each of whom is an employee or authorized agent or contractor of Customer. Customer's rights are personal, non-transferable, non-sub licensable, and non-exclusive. Customer's use of the Flash Offerings is limited to the scope of the license granted herein and this Agreement does not permit Customer to use the Flash Offerings other than as provided herein. Customer acknowledges that the Flash Offerings include and constitute Proprietary Information (as defined below) of FlashParking and/or its licensors. Customer's access to Flash OS may be terminated and this license revoked by Flash upon any breach by Customer of this Agreement or any additional terms and conditions that may be set forth in separate Order Forms, attachments, or other valid documents provided to Customer. Any license granted to Customer pursuant to this Section 2 shall automatically expire immediately upon the termination or expiration of this Agreement.
2. Except as expressly permitted herein or in any applicable Order Form, Customer will not alter, modify or adapt any Flash Offerings. This includes but is not limited to: (a) translating or creating derivative works of the Offerings or any data or content contained therein; or (b) licensing, sublicensing, distributing, reselling, leasing, permitting access to, publishing, commercially exploiting, disclosing or otherwise transferring or making the Flash Offerings available to any other person or organization. Customer agrees that any user identifications, passwords or other entitlement information related to Customer's authorized users shall be maintained in confidence and used only by the user to which such information is assigned. Customer agrees to use the Flash Offerings only as expressly permitted by this Agreement and in accordance with all applicable laws, rules and regulations. Customer shall have no rights or license of any kind with respect to the Flash Offerings other than as set forth in this Agreement. Customer agrees that, upon reasonable notice during the term of this Agreement, Flash may, at its sole discretion, request documentation from Customer to confirm that Customer is compliant under the terms and conditions of this Agreement.
3. Customer shall not access the Flash Offerings (a) to build or improve a competitive product or service, (b) to build or improve a product using similar ideas, features, functions or graphics of the Flash Offerings, (c) to copy any

ideas, features, functions or graphics of the Flash Offerings, (d) to monitor its availability, performance, or functionality, (e) for any other benchmarking or competitive purposes or (f) to knowingly or negligently permit other individuals or entities in order to any of the foregoing.

4. Customer shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Flash Offerings, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information.
5. Flash shall be entitled to recover from the Customer, in addition to any other rights and remedies it may have, all reasonable costs and expenses, including without limitation all attorneys' fees if Flash is required to bring any action or suit to enforce Flash rights hereunder or to pursue any remedies as a result of Customer's violation of the terms and conditions in the Agreement.

3. Confidential Information, Proprietary Information, and Intellectual Property Rights

1. All material, non-public, business-related information of or relating to Flash or the Flash Offerings, written or oral, whether or not it is marked "Confidential", that is disclosed or made available to Customer, directly or indirectly, through any means of communication or observation is "Confidential Information".
2. Information owned by Flash to which Flash claims a protectable interest under law, which includes Confidential Information, shall be "Proprietary Information". The following information, all as reasonably substantiated by documentation, however, is not Proprietary Information and Customer is not restricted as to its use or disclosure: (a) information already in the possession of, or already known to, the Customer as of the Effective Date, and not under any other obligations of confidentiality due to any other agreements between the Parties; (b) information that enters the public domain after the Effective Date, or which, after such disclosure, enters the public domain through no fault of the Customer; (c) information lawfully furnished or disclosed to the Customer by a non-party to this Agreement without any obligation of confidentiality; (d) information independently developed by any Party without use of any Proprietary or Confidential Information; or (e) information that is explicitly approved for release by Flash.
3. Customer agrees to hold in confidence all Proprietary Information that it receives from Flash. Customer will not disclose any of Flash's Proprietary Information to any party or person whatsoever unless it is a Customer employee or agent that is on a need to know basis for such Proprietary Information consistent with the purpose for which it was disclosed. Customer will only use Flash's Proprietary Information for the purpose for which it was originally disclosed. Customer is not permitted to directly or indirectly, under any circumstances, use any of Flash's Proprietary Information for any purpose that is in any way detrimental to Flash. This includes, but is not limited to, contracting with Flash's employees, consultants, contractors, vendors or partners to provide services to Customer similar to those provided to Customer by Flash. Customer shall take reasonable

precautions to protect the confidentiality and value of Flash's Proprietary Information, including measures to prevent loss, theft and misuse. Customer shall immediately give notice to Flash of any unauthorized use or disclosure of Flash's Proprietary Information. Customer agrees to assist Flash in remedying any unauthorized use or disclosure of Proprietary Information caused by such Customer. Customer acknowledges expressly that each and every one of its employees and agents are bound to the terms and conditions of this Agreement and that Customer is solely responsible for any breach of this Agreement by any of its representatives including, without limitation, any improper use or disclosure by its representatives of Flash's Proprietary Information.

4. Upon written request and as directed by Flash, the Customer will promptly return or destroy all Proprietary Information received from Flash, including all copies of the information thereof. Upon the request of Flash, the Customer shall furnish to Flash an affidavit providing assurances as to the return or destruction of Flash's Proprietary Information.
5. A disclosure of Confidential or Proprietary Information in response to a valid request by a court of law or other governmental body or otherwise required by law is not considered to be a breach of this Agreement or a waiver of confidentiality for other purposes. Before any such disclosure, Customer shall provide prompt written notice to Flash and reasonably cooperate with Flash in seeking a protective order or preventing disclosure.
6. All materials transmitted from Flash to Customer which includes any Proprietary Information are to remain the sole and exclusive property of Flash. This Agreement and transmission or disclosure of any Proprietary Information from Flash to Customer does not grant the Customer a license or ownership of any kind. Flash retains all right, title and interest in all now known or hereafter known or developed tangible and intangible intellectual property relating to the Services, Proprietary Information and improvements thereof, including without limitation, all: (a) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask works; (b) trademarks, services marks, trade names and any other indicia of origin; (c) technical and non-technical information (regardless of whether such information is in tangible or intangible form) including source code, object code, computer code, data, ideas, concepts, formulae, methods, techniques, processes, financial business plans and business methods (including any derivatives of any of the foregoing) that derive economic value, actual or potential, from not being generally known to other persons who could obtain economic value from the disclosure or use thereof, and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy ("Trade Secrets"); (d) patents, pending patent applications, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including "rental" rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force including any rights

in any of the foregoing, (collectively, "Intellectual Property"). Customer covenants: (1) not to prejudice or impair the interest of Flash in any of its Intellectual Property, (2) to assign any rights to Intellectual Property that it may have to Flash at no additional cost and (3) to reasonably cooperate in prosecution of Intellectual Property as necessary at no additional cost. At no time shall Customer challenge or assist others to challenge any of Flash's Intellectual Property or the registration thereof.

7. All obligations and restrictions of confidentiality and ownership of Proprietary Information under this Agreement shall survive the termination of this Agreement.
8. Customer authorizes and grants to Flash a right and license to use Customer's name and logo on Flash marketing and promotional material. Customer grants Flash the right to make certain press releases available to the general public regarding the Flash Offerings provided by Flash to Customer. Customer acknowledges that Flash may collect, retain, and process data derived from the performance and use of the Flash Offerings in accordance with all applicable United States laws as well as Flash's privacy policy and terms of use.
9. Flash hereby authorizes Customer to use of any Flash trademarks and logos (the "Marks") in its marketing and promotional materials solely for cross-promotional purposes to identify that Customer uses Flash Offerings ("Purpose"), which Marks must be used according to any Flash's guidelines ("Guidelines"). The Guidelines may be updated by Flash periodically. Customer shall not use the Marks for any other Purpose without Flash's prior written authorization, which can be denied for any reason. Customer agrees that it shall not harm, misuse, or bring into disrepute the Marks. All uses of the Marks pursuant to this Agreement shall inure to the benefit of Flash. Customer may not use or register, or otherwise claim rights in the Marks, including as or as part of any trademark, service mark, Flash name, trade name, username, domain registration or copyright. Flash may revoke permission to use the Marks at any time.
10. To the extent necessary to fulfill its obligations under this Agreement, Customer grants Flash a worldwide, non-exclusive, and royalty-free license to use Customer Data. FlashParking acknowledges and agrees that Customer retains all right, title, and interest in and to all Customer Data, and FlashParking will not use Customer Data for different purposes to the ones established in this Agreement. As used herein, "Customer Data" means all media, content, data, and information provided directly by the Customer which is processed, accessed, stored, or transported in or through the Flash Offerings.
11. If Customer provides Flash with any suggestions, ideas, feedback, reports, error identifications or other information related to the Flash Offerings or Customer's use and evaluation thereof ("Feedback") and Customer provides such Feedback volitionally and of its own choosing (i.e., you are not required to provide Feedback), Flash has the right to use, modify, sell, transfer, assign, distribute, and create derivative works from, such Feedback, for any and all purposes without compensation or attribution to Customer, in perpetuity and without any restrictions.

12. If applicable, Customer hereby agrees that Flash owns and shall receive the full benefit of credits, benefits, emissions reductions, offsets, and allowances provided pursuant to present or future laws, standards or programs whether by private, public or governmental entities, in each case, provided hereunder related to electric vehicle supply equipment (collectively, the “Environmental Attributes”). Customer further agrees that Flash and/or its agents may disclose a copy of this Agreement if reasonably necessary to receive the full benefit of the Environmental Attributes.

4. Payment Terms

1. Customer shall pay the amounts listed on any Order Form or invoice within thirty (30) days of the date of an invoice. Where there is a HaaS Addendum, the payment terms contained therein shall govern. Following the Initial Term, Flash may annually increase any recurring software license or monthly fees by up to 7% over the previous year’s fees.
2. Flash shall invoice Customer for any recurring software license fees that relate to the operation of Equipment upon successful Commissioning Services or in no event later than 120 days after the execution of the Order Form and for those software license fees that relate to other Flash Offerings upon execution of the Order Form. Customer may elect to pay any recurring software license fees annually.
3. Customer acknowledges and agrees that certain Flash Offerings contain or require the payment of recurring Monthly Fees, which fees will be set forth in the applicable Order Form or addendum provided to Customer by the Company. Customer is responsible for the timely payment of any Monthly Fees regardless of actual usage in any particular month. Customer shall be invoiced monthly for any such Monthly Fees.
4. Customer shall be responsible for all taxes applicable to Customer and arising as a result of this Agreement, including any sales and use taxes, other than taxes based on Flash’s income. Additionally, Customer shall be responsible for any additional taxes incurred by Customer’s tax elections made following the invoice date. The prices provided to Customer from Flash may not include all applicable taxes due.
5. Certain Flash Offerings may require Customer to pay fees regarding lost or damaged Equipment. Customer acknowledges and agrees that it understands under this Agreement Flash reserves the right to charge Customer for any damaged, stolen, or lost Equipment.
6. To the extent Customer disputes amounts due and owing on any invoice provided to Customer, Customer shall dispute such amounts within 14 days of the invoice date. Customer shall provide reasonable detail and support for any dispute. If Customer fails to meet these requirements, Customer shall have waived all rights to contest such fees and charges.

7. Customer acknowledges and agrees that Flash shall have a right to the fees charged for each transaction processed by Flash, including for transactions that are denied, returned or charged back as a result of a third-party denying such payment or refusing to honor such payment to Customer. Additionally, Customer acknowledges and agrees that certain Flash Offerings may contain gateway, surcharges or convenience fees for any payments collected on behalf of Customer. All such gateway, surcharge or convenience fees shall be captured in Flash's invoice to Customer for the applicable Flash Offering. Customer agrees that Flash has the right to collect all such fees and costs relating to each use of each Flash Offering whether Customer ultimately receives payment. Flash shall have the right to offset bad charges or refunded charges against future amounts due and owing to Customer from Flash as part of using any Flash Offering.
8. All required travel and expenses incurred by Flash or Flash affiliates in delivering the Flash Offerings will be invoiced by Flash to Customer for payment upon successful Commissioning Services and payment is due 30 days from the date of the invoice. Current rates for Travel and Expenses can be found on our website.

5. Service Level Commitments

1. Customer acknowledges and agrees that the Flash Offerings may be unavailable from time to time for a number of reasons, including (i) scheduled periodic maintenance procedures or repairs which Flash may undertake from time to time ("Scheduled Maintenance"), or (ii) Force Majeure Events.
2. Subject to the terms and conditions of this Agreement, Flash shall use commercially reasonable efforts to provide the Software on an uninterrupted basis, 24 hours a day, seven days a week, with 99.5% availability, excluding downtime due to Scheduled Maintenance and Force Majeure Events. Unavailability of the Services shall be measured over a calendar month and based upon the total downtime of the Software hereunder, excluding unavailability of the Services due to Scheduled Maintenance and Force Majeure Events (collectively, "Downtime"). Downtime shall exist and be measured beginning when it is recorded in Flash's ticket system or Flash is notified by Customer, whichever is earlier, until the time Flash confirms that the affected Software are operational. If Flash fails to meet the service level commitment set forth in this Section and Customer provides Flash with a written request within five (5) business days of the last day of the calendar month in which such Downtime occurred, Flash shall provide a fee credit to Customer's account equal to 5% of Customer's monthly fees applicable to the affected Software for each cumulative full hour of Downtime during the applicable month, up to the maximum of the total monthly software fees charged by Flash to Customer for the affected Software during the applicable month. This Section sets forth Customer's sole and exclusive remedy for failures and/or interruption of the Flash Offerings of any kind whatsoever.
3. "Force Majeure Events" means causes beyond a Party's reasonable control or which are not reasonably foreseeable by such Party, including, but not limited to: (i) flood, fire, earthquake, epidemics, pandemics, natural disasters, adverse

weather events and other catastrophes or disasters, (ii) acts of God, (iii) interruption or failure of telecommunication or digital transmission links, vandalism of Equipment, hostile network attacks, network congestion, third party acts, accidents which impair any Equipment, (iv) acts or threats of terrorism, war (declared or undeclared), invasion, hostilities, riot and other civil unrest, (v) government order, law, or actions, including travel restrictions, border-crossing restrictions, shipping restrictions and other impediments to the flow of commerce, (vi) embargoes or blockades in effect on or after the date of this Agreement, (vii) non-performance by vendors or other third party systems failure, (viii) national or regional emergency, (ix) strikes, labor stoppages or slowdowns, or other industrial disturbances, (x) shortage of adequate power or transportation facilities and supply chain issues; and (xi) other events beyond the reasonable control of the impacted Party.

6. Term and Termination

1. The term of this Agreement shall commence on the date Customer first signs an applicable Order Form or otherwise agrees to be bound by these terms (the "Commencement Date") and shall continue for the period set forth in such Order Form (the "Initial Term") unless earlier terminated in accordance with Section 6.2. The Initial Term shall extend and this Agreement, together with any applicable Order Forms, shall renew automatically for successive one year periods ("Subsequent Terms"), unless either party gives the other written notice no less than three (3) months prior to the expiry of the Initial Term or applicable Subsequent Term (the "Notice of Termination") of its intention not to extend this Agreement for any Subsequent Term.
2. The Company may terminate this Agreement with respect to the Offerings and its obligations hereunder and Customer's rights thereto, prior to expiration of the Initial Term or any Subsequent Term, upon written notice to the Customer of a material breach by Customer of this Agreement, any applicable Order Forms, addendums or any Company Policy. Such termination shall become effective immediately, unless such material breach is capable of being cured as determined by the Company in the Company's sole discretion, in which case termination shall be effective if such breach is not cured within seven (7) days after receipt of such written notice. Upon termination where there is Equipment owned by Flash, Customer shall be required to keep such Equipment in good working order and condition until the Equipment is repossessed by the Company.

7. Delivery

Unless otherwise specified in an Order Form, Flash shall arrange, with Customer's full cooperation at Customer's cost, for the delivery of Equipment to a Customer facility where it is to be installed. The method of shipment and carrier shall be selected by Flash. Upon delivery at the Customer-designated facility, the title to and the risk of loss for the Equipment shall pass to Customer and, thereafter, the risk of loss for the Equipment shall be borne solely by Customer.

8. Flash Policies

Customer agrees to abide by and accept all policies and terms of use posted on Flash's website or as posted in any of Flash's applications, including, without limitation, Flash's (i) Privacy Policy, (ii) any general terms of use, and (iii) all policies regarding use of Flash Offerings (collectively, "Policies", each a "Policy"). The Policies may change from time to time in Flash's sole discretion and Flash will post such changes on its website or provide such updated Policies to Customer. In the case of a direct conflict between any provision of a Policy and the provisions of this Agreement, the provisions of this Agreement shall prevail. It is Customer's sole obligation to read all Policies and updates, amendments, and supplements thereto. Customer agrees that failure to comply with any Policy shall be a material breach of this Agreement. Customer's continued access of the website and use of the Flash Offerings constitutes Customer's assent to any changed terms of any of the Policies.

9. Customer Representations and Warranties and Covenants

1. Customer represents and warrants to Flash as follows:

1. Customer is duly organized and validly existing under the laws of its state of incorporation or formation, has the necessary authority, licenses and other permissions to conduct the business in which it is currently engaged and is in compliance with all applicable laws.
2. Customer has the legal capacity to agree to the terms of the Agreement, perform its obligations hereunder, has obtained and shall maintain all necessary authorizations or registrations from appropriate authorities to carry out the activities contemplated in the Agreement, and entering into the Agreement will not violate any applicable law or regulation.
3. The use of any Flash Offerings by Customer shall not (i) violate any law, rule or regulation applicable to Customer or (ii) be in breach of, or constitute a default under, the provisions of any agreement, instrument or undertaking by which Customer is bound.

2. Customer agrees as follows:

1. Customer will not, and will ensure its affiliates do not, disparage Flash or any of its directors, officers, agents or executives or otherwise take any action which could reasonably be expected to adversely affect the reputation of Flash or its products or the personal or professional reputation of any of its directors, officers, agents or employees.
2. Customer will provide Flash with all necessary cooperation in relation to the Agreement and all necessary access to such information as may be required by Flash to provide Flash Offerings as may be reasonably necessary.
3. Customer will carry out all of Customer's responsibilities set out in the Agreement in a timely and efficient manner, and in the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Flash may adjust any agreed level of Flash Offerings as may be reasonably necessary.

4. Customer shall maintain adequate insurance on the Equipment in Customer's possession and control and to the extent requested by Flash, name Flash as an additional insured on all applicable insurance policies covering the Equipment.

10. Indemnity

Customer agrees to defend, indemnify, and hold harmless Flash and its affiliates, its directors, officers and employees, contractors, agents, successors, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Flash may sustain or incur as a result of any claim against Flash brought by Customer, its affiliates, officers, directors or employees, contractors, agents, successors or assigns, by Customer's auxiliary personnel (such as freight handlers, etc.) or by other third parties (including members of the public), arising out of, or in any way related to, directly or indirectly, (i) the use or misuse of Flash Offerings, (ii) Customer's failure to perform its obligations contained herein, or (iii) Customer's negligence or intentional misconduct.

11. Limited Warranty; Disclaimers; Limitation of Liability; Remedies

1. Flash warrants to Customer, as the original purchaser (which warranty is not transferable), that Equipment shall be free from material defects in material and workmanship under normal use, in accordance with Flash's Policies and this Agreement, for a period of twenty-four (24) months from the date of original installation. This warranty shall not apply if Customer uses the Equipment in violation of this Agreement or any Policy or if the Equipment has been subject to accident, negligence, abuse, misuse, or criminal acts.
2. EXCEPT FOR THE SPECIFIC REPRESENTATIONS OF FLASH CONTAINED HEREIN, THE FLASH OFFERINGS ARE PROVIDED TO CUSTOMER "AS IS" AND NEITHER FLASH, NOR ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY OF ANY OTHER KIND EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FLASH OFFERINGS, OR THE ACCURACY OR COMPLETENESS THEREOF, OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF OR ANY OTHER MATTER. FLASH EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, SECURITY, COMPATIBILITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FLASH DOES NOT WARRANT THAT THE FLASH OFFERINGS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE FLASH OFFERINGS WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR APPLICATIONS.
3. FLASH DOES NOT GUARANTEE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, THAT ANY FLASH OFFERING WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT FLASH WILL CORRECT ALL ERRORS. CUSTOMER ACKNOWLEDGES THAT FLASH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE FLASH OFFERINGS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS

FACILITIES. FLASH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

4. IN NO EVENT SHALL FLASH OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR REVENUES OR OTHER ECONOMIC LOSS OF CUSTOMER OR ANY THIRD PARTY), WHETHER IN TORT, CONTRACT OR OTHERWISE, AND WHETHER OR NOT FLASH OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. EXCEPT FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO FLASH'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL FLASH'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID OR PAYABLE UNDER THE APPLICABLE ORDER FORM UNDER WHICH THE CLAIM ORIGINALLY AROSE. DAMAGES THAT CANNOT BE LIMITED UNDER APPLICABLE LAWS ARE NOT SUBJECT TO THE ABOVE CAP.
6. Customer acknowledges and agrees that a breach of this Agreement may cause other irreparable harm on Flash without an adequate remedy at law and hereby agrees that the Flash shall be entitled to equitable relief, including without limitation, temporary or permanent injunctions and other relief to limit the effect of any breach.
7. No action on this Agreement, except for payment owed by Customer to Flash, may be brought more than one (1) year after the incident occurs.

12. Assignment

This Agreement shall not be assigned or transferred by Customer without prior written consent of Flash, and any attempt by Customer to so assign or transfer this Agreement without such written consent shall be null and void. Flash may (with prior written notice to but without the prior consent of the other Party) (i) assign this Agreement (a) by operation of law, (b) pursuant to a merger or acquisition of all or substantially all of its stock or assets, or (c) to its Affiliates, or (ii) transfer, sell, pledge, encumber or assign or delegate this Agreement or the rights, revenues or proceeds thereof, in connection with any financing or other financial arrangements (including the exercise of remedies thereunder). The Parties acknowledge and agree that, in the case of Flash, "Affiliate" includes a special purpose entity owned or controlled by Flash. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13. Governing Law; Submission to Jurisdiction

All claims, actions, or proceedings of any nature or type, arising from or related to (i) this Agreement or any matter related to this Agreement, (ii) the use of any Flash Offerings hereunder, or (iii) any relationships (whether by written contractor otherwise) relating to the Flash Offerings (whether such relationships are directly with Flash or through a third-party) shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to its conflict or choice of laws principles and any such claims, actions, or proceedings

shall be brought solely and exclusively in the Federal or State courts located in Texas and each Party consents to the personal jurisdiction and venue therein. The terms and conditions contained in this section shall inure to the benefit of, and be binding upon, the parents, subsidiaries, related entities, successors, assigns, heirs, survivors, and personal representatives of the Parties.

14. Notices

All notices for Flash given under this Agreement must be in writing and sent to:

FlashParking, Inc.

2500 Bee Caves Road

Building III, Suite 400

Austin, TX 78746

Attn: General Counsel

Via email to: legal@flashos.com

If to Customer, at the address in file or noted on any applicable Order Form or other addendum.

And to any such other address as a Party may designate in writing to the other Party, by certified mail (return receipt requested), overnight courier, personal delivery, or email to the other parties hereto.

15. Survival

Any provision of this Agreement which, by its nature, would survive termination of this Agreement shall survive any such termination of this Agreement, including, without limitation, Article: 3 – Confidential Information, Proprietary Information, and Intellectual Property Rights, 4 – Payment Terms, 10 – Indemnity, 11 – Limited Warranty; Disclaimers; Limitation of Liability; Remedies, 13 – Governing Law; Submission to Jurisdiction and 15 – Survival.

16. Force Majeure

Flash shall not be responsible for any delay or failure in performance of its obligations under this Agreement resulting from a Force Majeure Event or any event beyond the reasonable commercial control of Flash.

17. Miscellaneous

This Agreement supersedes all prior agreements and understandings, and (together with any Order Form relating hereto) constitutes the complete agreement and understanding between the Parties with respect to the subject matter hereof. No amendment or other modification to this Agreement or any Order Form shall be valid or binding with respect to Flash unless acknowledged and agreed to in writing and signed by a duly authorized officer of Flash. The Parties are independent contractors, and nothing in this Agreement will be construed to constitute or appoint any party as the agent, partner, joint venturer or representative of the other Party for any purpose whatsoever, or to grant to any party any right or authority to assume or create any obligation, express or implied, for or on behalf of any other, or to bind any other in any way or manner whatsoever. Any forbearance or delay on the part of a Party in enforcing

any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence. No other party is intended, or shall be deemed, to be a beneficiary of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts, taken together, shall constitute one agreement and each Party hereto may execute this Agreement by signing such counterpart.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider approving Change Order #5 to WU-08-23 Howard Street Utility Project with Darnell Construction, Inc. for the total amount of \$65,780 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

Change Order #5 in the amount of \$65,780.00 and a contract extension of 70 calendar days involves:

At Pecos St and Sherwood Way it was discovered that the physical separation between the high and low pressure planes was not present as depicted in the plans and on GIS. The valve at the Westland Ave and Sherwood Way intersection also did not close completely when worked. GIS shows this valve being closed, and separating the high and low planes. On 9/12/2024 Darnell installed line stops in order to physically separate high and low pressure planes at this location. The following morning, the high plane water tank stopped filling and began to lose pressure. Numerous pressure complaints from homeowners in this area were called in as well. Upon receiving this information, COSA directed Darnell to reconnect this 20" pvc waterline ASAP. The Water Dept. did not have any materials in their yard to lend to the Contractor to aid in making the connection. Therefore, the materials and equipment necessary to perform the work were delivered overnight. The work items in this change order compensate the Contractor for reconnecting the high and low pressure planes west of N Taylor St.

Summary

Total cost increase: \$65,780.00

Total Calander Days added: 98

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Water	512-4100-800.07-30	ST0006	\$65,780

Financial Impact:

Funds are budgeted in the current FY water and sewer budgets for capital projects.

Original Contract Amount: \$ 3,560,732.60

Change Order #1: \$ 23,140.00

Change Order #2: \$ 64,920.00

Change Order #3 \$ 10,505.00

Change Order #4 \$ 156,140.00

Change Order #5 \$ 65,780.00

New Contract Amount: \$ 3,881,217.60

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------------------|-------------------------------|
| 1. | Change Order No. 5 Howard | Change Order No. 5 Howard.xls |
|----|---------------------------|-------------------------------|

Presentation:

Shane Kelton

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Pete Madrid Jr.	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval



CHANGE ORDER NO. 5

CONTRACTOR: Darnell Construction LLC

Item No.	Item Description	Bid Quantity	Unit	Bid Unit Price	Proposed Unit Price (Add. Qty.)	Bid Total Price	Add Quantities	Deduct Quantities	Revised Quantities	Adjusted Total Price
8	12" LINE STOP VALVE	4	EA	\$ 14,780.00	\$ -	\$ 59,120.00	1.00	-	5	\$ 73,900.00
C.O.5.1	RECONNECT 20" WATERLINE @ PECOS AND SHERWOOD INTERSECTION	-	LS	\$ -	\$ 28,000.00	\$ -	1.00	-	1	\$ 28,000.00
C.O.5.2	14" LINE STOP VALVE	-	EA	\$ -	\$ 23,000.00	\$ -	1.00	-	1	\$ 23,000.00

Contract Adjustment										
Original Contract Completion Date:			4/15/2024	Original Contract Amount:						
Original Contract Construction Days:			250	Previous Change Orders:						
Prior Days Added:			98	Change Order No. 1:						
Days Added this Change Order:			70	Change Order No. 2:						
Revised Contract Construction Days:			418	Change Order No. 3:						
Revised Contract Completion Date:			9/30/2024	Change Order No. 4:						
				Change Order No. 5:						
				Change Order No. 6:						
				Current Change Order Amount:						
				Contingency used:						
				Revised Contract Amount:						

Comments

At Pecos St and Sherwood Way it was discovered that the physical separation between the high and low pressure planes was not present as depicted in the plans and on GIS. The valve at the Westland Ave and Sherwood Way did not close completely when worked. GIS shows this valve being closed, and separating the high and low planes. On 9/12/2024 Darnell installed line stops in order to physically separate high and low pressure planes at this following morning, the Abiline water tank stopped filling and began to lose pressure. Numerous pressure complaints from homeowners in this area were called in as well. Upon receiving this information, COSA directed Darnell to install this 20" pvc waterline ASAP. The Water Dept. did not have any materials in their yard to lend to the Contractor to aid in making the reconnection. Therefore, the materials and equipment necessary to perform the work were ordered overnight at a premium. The work items in this change order compensates the Contractor for reconnecting the high and low pressure planes West of N Taylor St.

General Note: The addition of this change order compensates the Contractor for all labor, material, and equipment necessary to perform all work described within the supplemental documents and herein.

Net Change (+/-)
\$ 14,780.00
\$ 28,000.00
\$ 23,000.00
\$ 3,560,732.60
\$ 23,140.00
\$ 64,920.00
\$ 10,505.00
\$ 156,140.00
\$ 65,780.00
N/A
\$ 3,881,217.60
y intersection also s location. The ell to reconnect re delivered

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Director of Operations, Operations

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider approving Task Order #8 under IDIQ PW-01-23 with Freese and Nichols, Inc. in the amount of \$120,126 for GIS services related to Public Works and the Lead and Copper Rule Revision project and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo requested assistance with GIS services in conjunction with the Lead and Copper Rule Revision (LCRR) project as well as with public works (water, wastewater, stormwater, and street) infrastructure asset services. As part of the LCRR project, meter replacement and testing must be incorporated into the City's GIS System. Tested sites, their respective results, and other information are required under the LCRR mandate to be published in a GIS-based map for public viewing and information. Under this Task Order, assistance will be provided to convert the LCRR construction contractor's information into the GIS format for publishing.

Additionally, the growth of Public Works projects and the need to maintain an updated and accurate GIS infrastructure database has put a burden on the existing COSA GIS staff and resources. This task order will include services for Freese and Nichols to assist with basic GIS data entry services. This assistance is an interim step to build capacity for existing staff to focus on more complex data management and data entries until a permanent solution is identified.

Funding Source(s):

Financial Impact:

Funding for Task Order #8 is available in the LCRR project and Water, Wastewater, Stormwater, and Street and Bridge expense budgets.

Other Information/Recommendation:

Staff recommends awarding Task Order #8 to Freese and Nichols, Inc.

Attachments:

1. FNI Scope and Fee - PW and LCRR GIS Services FNI Scope and Fee - PW and LCRR GIS Services.pdf

Presentation:

Shane Kelton

Approvals/Reviews:

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



Innovative approaches
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Outstanding service

1500 Broadway Street, Suite 206 + Lubbock, Texas 79401 + 806-686-2700 + FAX 817-735-7491

www.freese.com

September 23, 2024

Patrick Frerich
Director of Operations
City of San Angelo City Hall Annex
301 W. Beauregard Ave.
San Angelo, TX 76903

Re: GIS Services

Dear Mr. Frerich:

Per the City's request we propose the following scope and fee for professional GIS services in an on-call capacity to continually update and develop GIS data as needed and support the Lead and Copper Rule Revision GIS efforts through September 2025. A summary of the estimated effort is shown in the table below.

Basic Services	
FY2025 GIS Services	\$ 120,126.00
Total Basic Services	\$ 120,126.00

Sincerely,

A handwritten signature in black ink that reads 'Heather Keister'.

Heather Keister, PE
Principal/Vice President

Attachments



MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION

CITY OF SAN ANGELO

301 W. Beauregard Ave

San Angelo, Texas 76903

FNI Project:

SAN24XXX

Client Contract:

24-00006

Date:

9/23/2024

Project Name: GIS Services
Description of Services: Per Attachment SC
Deliverables: Per Attachment SC
Schedule: Per Attachment SC
Compensation: Per Attachment CO
Amount Authorized: \$120,126.00

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF SAN ANGELO

FREESE AND NICHOLS, INC.

By: _____

By: Heather Keister

Name: _____

Name: Heather Keister

Title: _____

Title: Principal/Vice President

Date: _____

Date: 09/23/2024

Attachment SC

Scope of Services

PROJECT UNDERSTANDING

Freese and Nichols, Inc. ("FNI") is engaging with the City of San Angelo, Texas ("CITY") to provide professional GIS services in an on-call capacity to continually update and develop GIS data as needed and support Lead and Copper Rule Revision ("LCRR") GIS efforts. GIS services may include data editing and digitization, providing mapping and cartographic services, updating web-based applications and data, updating LCRR GIS data, providing quality control, and offering professional guidance on GIS workflows and best practices. FNI's services will be provided for fiscal year 2025 (October 1, 2024 – September 30, 2025) and shall terminate upon estimated hours and compensation exhaustion.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with this scope.

TASK 1 – PROJECT MANAGEMENT: FNI will manage the work outlined in this scope for efficient and effective use of FNI's and CITY's time and resources. Project management tasks may include:

- A. FNI will hold monthly ½ hour virtual status meetings to discuss assigned tasks and to prioritize future tasks.
- B. FNI will hold one (1) two-hour kickoff workshop to review scope, project team roles, determine prioritization of GIS tasks, and determine GIS data and systems access for FNI team members.
- C. FNI will prepare and submit monthly progress reports outlining completed work.

TASK 2 – GIS SERVICES: FNI will provide the following GIS services to maintain and optimize the CITY's existing GIS data and provide GIS support for LCRR meter change out activities and water service line inventory updates.

- A. Perform on-call maintenance and updates to GIS layers.
- B. Provide data editing and data digitization of plan-sets and as-builts.
- C. Perform general mapping and cartographic services.
- D. Update web-based applications and data hosted in either ArcGIS Online (AGOL) or Portal for ArcGIS.
- E. Update LCRR GIS data and provide quality control oversight for data entry processes.
- F. Monitor and maintain LCRR public facing web map, meter change out dashboard, and associated data.
- G. Develop and maintain documentation of services rendered.

ARTICLE II

Estimated Hours and Compensation

FNI shall be compensated for basic services for the labor hours and expenses incurred in accordance with Attachment CO. FNI shall submit invoices for services rendered no more frequently than monthly, accompanied by an explanation of the services provided and any necessary supporting documentation. The estimated hours and compensation is summarized as follows:

BASIC SERVICES	ESTIMATED COMPENSATION	ESTIMATED HOURS
Basic Services: GIS Services		
Task 1. Project Management	\$ 11,548.00	56
Task 2a. General GIS Services	\$ 86,863.00	632
Task 2b. LCRR GIS Services	\$ 21,716.00	158
Basic Services Subtotal	\$ 120,126.00	341

Contract Total: \$ 120,126.00

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this task authorization. This work authorization is for the fiscal year 2025 (October 1, 2024 – September 30, 2025) and shall terminate upon estimated hours and compensation exhaustion.

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Twenty Thousand One Hundred Twenty Six Dollars (\$120,126.00).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	91	182
Professional 2	123	200
Professional 3	140	305
Professional 4	161	333
Professional 5	238	361
Professional 6	242	448
Construction Manager 1	119	168
Construction Manager 2	123	207
Construction Manager 3	154	207
Construction Manager 4	179	270
Construction Manager 5	214	315
Construction Manager 6	284	375
Construction Representative 1	81	95
Construction Representative 2	95	123
Construction Representative 3	130	196
Construction Representative 4	130	196
CAD Technician/Designer 1	88	126
CAD Technician/Designer 2	105	207
CAD Technician/Designer 3	137	263
Corporate Project Support 1	74	165
Corporate Project Support 2	84	242
Corporate Project Support 3	105	350
Intern / Coop	56	98

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Pete Madrid Jr., Operations, Water Utilities

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider approving the purchase of water meters from Core & Main, Inc. in the amount of \$3,247,000 budgeted in fiscal year 2025 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The Water Utilities Department has initiated a citywide Neptune Water Meter Replacement Program, which was approved by the City Council. We are currently in the third year of the program, which was designed with a phased approach to spread costs over several years and reduce the impact on operating capital. To comply with the EPA's Lead and Copper Rule Revisions, the city needs to accelerate the meter replacement process. The program is expected to be completed in late spring or early summer of 2027. Data submission and public availability of the service line testing must be completed by October 2027.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
260	260-4403-800.07-30	WT0003	\$3,247,000

Financial Impact:

Funds will be budgeted into the Water Capital Fund for FY 2025.

Other Information/Recommendation:

Attachments:

- | | |
|--|---|
| 1. San Angelo Meter Order #5_San Angelo_TX_Bid#_3731114_ | San Angelo Meter Order #5_San Angelo_TX_Bid#_3731114_.pdf |
|--|---|

Presentation:

Shane Kelton

Approvals/Reviews:

Pete Madrid Jr.	Created/Initiated
Pete Madrid Jr.	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval



Bid Proposal for San Angelo Meter Order #5

CUSTOMER	CITY OF SAN ANGELO 1948 SAINT ANN ST SAN ANGELO, TX 76905	Job San Angelo Meter Order #5 San Angelo, TX Bid Date: 08/29/2024 Bid #: 3731114
	Sales Representative Cade Schaffner (M) 325-650-3852 (T) 325-653-7659 Cade.Schaffner@coreandmain.com	Core & Main 5791 Loop 306 S San Angelo, TX 76905 (T) 3256537659
CONTACT		
NOTES		



Bid Proposal for San Angelo Meter Order #5

CITY OF SAN ANGELO**Job Location:** San Angelo, TX**Bid Date:** 08/29/2024**Core & Main Bid #:** 3731114**Core & Main**

5791 Loop 306 S

San Angelo, TX 76905

Phone: 3256537659**Fax:** 3256578136

Seq#	Qty	Description	Units	Price	Ext Price
10	9000	5/8X3/4 MACH10 GAL R900I V5 6' ANT EU1B5G1SG89	EA	315.00	2,835,000.00
20	1000	1 MACH10 GAL R900I V5 W/6' ANT EU1F5G1SG89	EA	412.00	412,000.00
				SUBTOTAL	3,247,000.00
				Sub Total	3,247,000.00
				Tax	0.00
				Total	3,247,000.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Pete Madrid Jr., Operations, Water Utilities

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider an amendment to the Long Term Service Agreement "Radium Removal System Agreement" with Water Remediation Technology LLC. for Phase 2 Operations and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

Water Remediation Technology LLC. (WRT) is the provider for the radium removal process in the treatment of the Hickory Groundwater. The initial ten-year agreement with (WRT) was authorized to be extended at the September 17th meeting of the City Council. This amendment for Phase 2 Operations to the original contract will cover the additional services needed for the expanded radium removal trains that were added to the groundwater treatment plant as a part of the Hickory Well Field Expansion Project.

Funding Source(s):

Financial Impact:

Charges for services will be billed based on usage.

Other Information/Recommendation:

Attachments:

Presentation:

Shane Kelton

Approvals/Reviews:

Pete Madrid Jr.

Pete Madrid Jr.

Shane Kelton

Created/Initiated

Approved

Approved

Theresa James
Jeffrey Tomlinson
Tina Dierschke
Heather Stastny

Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Pete Madrid Jr., Operations, Water Utilities

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider an extension of a software service agreement with Neptune Technology Group and its vendor, Core & Main, for web hosted meter collector data software platform for an additional one (1) year in the amount of \$60,784.66 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

Core & Main is the sole provider of Neptune Technology Group products. Neptune meters are the City's metering technology for water service connections. Prior to moving to a hosted platform, a locally hosted server collected the meter usage data. Over the years this server had to be updated and rebuilt on multiple occasions. It went through these extensive updates and rebuilds almost annually as software requirements increase and as the number of connections increase. Once we transitioned to the hosted platform, this eliminated the need for local servers and created a more stable platform.

If approved, the agreement will continue once the current one expires.

Funding Source(s):

Financial Impact:

Budgeted in FY25 - Water Utilities Operating Fund

- \$1.14/meter/YR = \$42,750.60
- \$1,052.64/collector/YR = \$13,684.32
- \$2,024.74/MXR/YR = \$2,024.74

Total = \$60,784.66

Other Information/Recommendation:

Staff recommends that the software service agreement with Neptune Technology Group and its vendor Core & Main be executed and the City Manager be authorized to execute any related documents.

Information Technology (IT) division is supportive of this renewal for hosting as the alternative is to host the data on servers locally, which was problematic prior to moving to a hosted platform.

Attachments:

- | | | |
|----|--|--|
| 1. | San Angelo Annual Software 24-25_San Angelo_TX_Bid#_3760393 (update) | San Angelo Annual Software 24-25_San Angelo_TX_Bid#_3760393 (update).pdf |
|----|--|--|

Presentation:

Shane Kelton

Approvals/Reviews:

Pete Madrid Jr.	Created/Initiated
Pete Madrid Jr.	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval



Bid Proposal for San Angelo Annual Software 24-25

CUSTOMER	CITY OF SAN ANGELO 1948 SAINT ANN ST SAN ANGELO, TX 76905	Job San Angelo Annual Software 24-25 San Angelo, TX Bid Date: 09/17/2024 Bid #: 3760393
	Sales Representative Cade Schaffner (M) 325-650-3852 (T) 325-653-7659 Cade.Schaffner@coreandmain.com	Core & Main 5791 Loop 306 S San Angelo, TX 76905 (T) 3256537659
CONTACT		
NOTES		



Bid Proposal for San Angelo Annual Software 24-25

CITY OF SAN ANGELO**Job Location:** San Angelo, TX**Bid Date:** 09/17/2024**Core & Main Bid #:** 3760393**Core & Main**

5791 Loop 306 S

San Angelo, TX 76905

Phone: 3256537659**Fax:** 3256578136

Seq#	Qty	Description	Units	Price	Ext Price
10		360 ANNUAL SUBSCRIPTION 14099			
20	39540	NEPTUNE 360 SUBSCRIPTON	EA	1.14	45,075.60
30		COLLECTOR MAINTENANCE 13727			
40	13	ANNUAL MAIN DATA COLLECTOR	EA	1,052.64	13,684.32
50		MRX MAINTENANCE 13721			
60	1	MRX MAINTENANCE	EA	2,024.74	2,024.74
				SUBTOTAL	60,784.66
				Sub Total	60,784.66
				Tax	0.00
				Total	60,784.66

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, City Manager's Office

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider approving a contract with the Historic Orient Santa Fe Depot, Inc. allocating \$25,000 of Hotel Occupancy Tax (HOT) receipts for eligible activities and authorizing the Assistant City Manager to negotiate and execute all related documents (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

The Depot agrees to preserve and protect the Santa Fe train passenger Depot and the management of a museum housed in the train depot facility.

In line with other HOT contracts, the Historic Orient Santa Fe Depot, Inc. is required to provide an annual profit and loss statement, list of officers, and operating budget for the Depot for the next city fiscal year based upon the estimated revenue to be paid by City out of the Hotel and Motel Occupancy Tax as set out hereafter. Depot shall maintain complete and accurate financial records of each hotel occupancy tax revenue expenditure made by Depot and on request.

It is expressly understood and agreed by City and Depot that all funds received from the Hotel and Motel Occupancy Tax that are paid to Depot shall be used solely for preservation and restoration activities for the Santa Fe railroad passenger depot facility. The hotel occupancy tax revenue may be spent on day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if said administrative costs are incurred directly in the preservation and restoration of the Santa Fe railroad passenger depot facility.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Hotel Occupancy Tax			\$25,000

Financial Impact:

This item was included in the 2025 HOT fund original budget.

Other Information/Recommendation:

Attachments:

Presentation:

Michael Dane

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Michael Dane	Approved
Jonathan Flores	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carl White, Parks and Recreation Director, Parks and Recreation

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider approving an agreement with Art in Uncommon Places allocating \$50,000 of Hotel Occupancy Tax receipts for eligible activities, and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Staff Recommendation:

Approve

Summary/History:

The City Council gave direction to staff approving the allocation of the \$50,000 from Hotel Occupancy Tax receipts during budget discussions for fiscal year 2024-2025. This item approves the legal mechanism (agreement) to do so.

Funding Source(s):

Financial Impact:

This item will allocate \$50,000 of Hotel Occupancy Tax receipts for eligible activities to the local Art in Uncommon Places organization.

Other Information/Recommendation:

Attachments:

Presentation:

Carl White

Approvals/Reviews:

Carl White

Theresa James

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Theresa James, City Attorney, Legal

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Consider a resolution designating Angela Bloss as the ADA Coordinator for the City of San Angelo beginning October 12, 2024 (Daniel Valenzuela)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo is required to have someone designated as the ADA coordinator. This role is responsible for ensuring that the City is meeting its obligations under the ADA and is also designated to take and investigate complaints and grievances from the public on ADA related issues. This role is currently held by Theresa James, who will be leaving the City of San Angelo on October 11, 2024. At this time, the City Manager desires Angela Bloss to be designated as the ADA Coordinator beginning October 12, 2024, until such time as she is replaced.

Angela has been an active participant on the ADA Advisory Committee and is familiar with the ongoing projects related to the City of San Angelo's compliance with the ADA.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Daniel Valenzuela

Approvals/Reviews:

Theresa James
Heather Stastny

Created/Initiated
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jonathan Flores, Budget Manager, Finance

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for Police Department salary adjustments (Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

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

- The Police Department will utilize the funds to implement a new pay plan effective 10/01/2024 as covered by the Meet & Confer Agreement and employed on October 1, 2024.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			\$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 a balance. Funds showing \$0.00 have a corresponding revenue and expenditure offset each other; therefore, the net financial impact is zero.

Other Information/Recommendation:

Attachments:

1. 2024 09-17 Budget Ordinance Amendment 2024 09-17 Budget Ordinance Amendment.docx

Presentation:

Tina Dierschke

Approvals/Reviews:

Jonathan Flores
Bryan Kendrick
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, 2024, AND ENDING SEPTEMBER 30, 2025, FOR POLICE DEPARTMENT SALARIES.

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

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 2024-2025 be amended by the amounts contained in **Exhibit "A"** to be effective upon final approval.

INTRODUCED with public hearing on the 17th day of September 2024, and finally **PASSED** on this 1st day of October 2024.

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

Police Department

Effective 10-1-24

Civil Service Pay Plan

<u>Grade</u>	<u>Step</u>	<u>Position</u>	<u>Annually</u>
P23	1	Recruit	\$58,208
P27	1	Police Officer: Basic	\$62,595
P27	2	Police Officer: Intermediate	\$70,085
P27	3	Police Officer: Advanced	\$76,505
P27	4	Police Officer: Master	\$81,855
P29	1	Sergeant: Intermediate	\$83,460
P29	2	Sergeant: Advanced	\$89,880
P29	3	Sergeant: Master	\$94,695
P30	1	Lieutenant: Advanced	\$105,930
P30	2	Lieutenant: Master	\$111,280

Additional Pay

Crisis Negotiation	\$100/month
Critical Incident	\$100/month
Special Weapons & Tactics	\$100/month
Incentive/College Training	max of \$400/month
Longevity Per Year of Service (25 yr max)	\$4/month
Loyalty Per Year of Service (no max)	\$25/month
Drone Pay (4 positions max)	\$100/month
Training Officer	\$100/month
Training Officer Assignment	\$50/day

On-call response overtime will pay at 150%, and will be eligible for FLSA overtime. This overtime will be capped at the budgeted amount. Once this value is exceeded, on-call response overtime will convert to call out pay. Any expenses that exceed the budgeted amount will need to be funded through the police operating budget.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning Commission

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for Z24-08, a request to rezone property from the General Commercial/Heavy Commercial zoning district to the Single Family Residential zoning district, located at 21 E. 30th St. (Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

A request to rezone from (CG/CH) General Commercial/Heavy Commercial to (RS-1) Single Family Residential at 21 E 30th St to construct a single-family home on .41 acres. This property is in a transition area of the City, just a half block to the west on the corner of N. Chadbourne St. and E. 30th St. is a new Dollar General. Across the street, there is a large multiple-family apartment complex. This is a vacant lot between two existing houses.

The Planning Commission voted 5-0 in favor and the City Staff recommends approval of this case.

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

A request to rezone from (CG/CH) General Commercial/Heavy Commercial to (RS-1) Single Family Residential at 21 E 30th St to construct a single-family home on .41 acres. This property is in a transition area of the City, just a half block to the west on the corner of N. Chadbourne St. and E. 30th St. is a new Dollar General. Across the street, there is a large multiple-family apartment complex. This is a vacant lot between two existing houses.

The Planning Commission voted 5-0 in favor and the City Staff recommends approval of this case.

Attachments:

1. Z24-08 21 E 30th St. Staff Report

Z24-08 21 E 30th St. Staff Report.pdf

2. Z24-08 Ordinance 21 E 30th Street

Z24-08 Ordinance 21 E 30th Street.docx

Presentation:

Aaron Vannoy

Approvals/Reviews:

Sherry Bailey

Sherry Bailey

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

PLANNING COMMISSION – August 19, 2024**STAFF REPORT***City Council First Reading September 17, 2024**City Council Second Reading October 1, 2024*

APPLICATION TYPE:		CASE:	
Rezoning		Z24-08 21 E 30 th Street	
SYNOPSIS:			
Request to rezone from (CG/CH) General Commercial/Heavy Commercial to (RS-1) Single Family Residential at 21 E 30 th St to construct a single-family home. 82 ft. by 175 ft., 14,350 sq. ft., .41 acres.			
LOCATION:		LEGAL DESCRIPTION:	
East side of N Bryant Blvd. on E 30 th Street, first vacant lot on the south side of 30 th Street.		E 75 ft. of W175 of N 222.4 ft. of Tract B Mather Addition No. 1; Blk 13 & 14.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #2 – Tom Thompson Neighborhood: Lake View	CG/CH	Residential	.41 acres
THOROUGHFARE PLAN:			
• N. Bryant Blvd. Major Arterial State Highway 87 • E 30th Street, 50 ft. of right of way, 36 ft. of paving. Local Street.			
NOTIFICATIONS			
20 notices were mailed out. None have been received either for or against at this time.			
STAFF RECOMMENDATION:			
Planning staff recommends approval of the request. The Single Family (RS-1 zoning) is adjacent to the east of this lot and a single family home is adjacent to the west.			
PROPERTY OWNER/PETITIONER:			
Owner: David Tanguma			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			



Information:

This property is in a transition area of the City. Just a half block to the west on the corner of N. Brant Blvd. and E. 30th St. is a new Dollar General. There is a large multiple family apartment complex across the street and then a commercial building next to the apartments on Bryant Blvd. Moving east on 30th Street there are small single-family homes from the 50's and 60's and a mobile home on an individual lot. This area is still a solid residential area that can support additional homes built on the few other vacant lots. A block east of this residence is the Day Elementary School which is part of the SAISD property holdings and sometimes used as a pre-school. The area is still very much a residential area.

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 General Commercial/Heavy Commercial (CG/CH) zoning district. The Comprehensive Plan has the area as "Neighborhood," Rezoning to Single-Family Residential (RS-1) is in keeping with the Neighborhood Land Use designation in the City's Comprehensive Plan, updated in 2006.
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 more than meet the requirement for Single-Family Residential.
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 there is Single Family (RS-1) zoning to the east. The area still retains its residential character although it is close to heavy commercial zoning.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The applicant wants to develop a single-family home on the lot. The lot is compatible with that designation.
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 not be required during the subdivision platting process.
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, a new home in this area of 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 residential traffic in an area that is just starting to develop more commercial services. The closeness of the Dollar General is not considered detrimental.

Recommendation:

Staff recommends APPROVAL of the rezoning request with one condition.

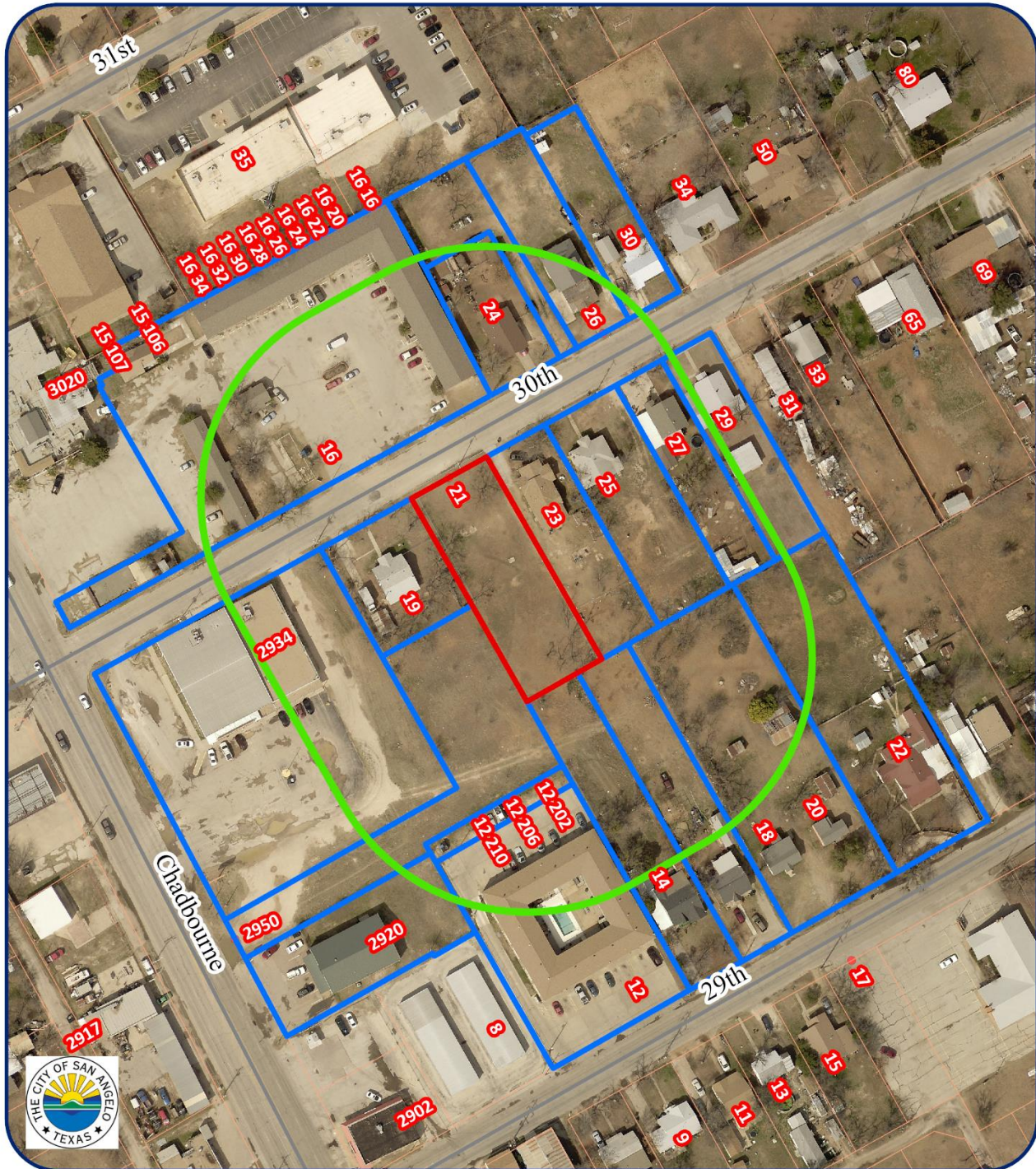
1. The condition of the meets and bounds legal description requires that the property be platted before a building permit can be issued.

Attachments:

Aerial Map

Final Plat

Notification Map



200' Notification Map

Z24-08 21 E 30th St

Council District: #2 Tom Thompson

Neighborhood: Lake View

Scale: 00.00 0.01 0.02 0.03 0.04
Miles

Subject Properties:



200' Buffer:



Notified Properties:



N



Aerial Map



Aerial Map
Z24-08 21 E 30th St
Council District: #2 Tom Thompson
Neighborhood: Lake View
Scale: 0.01010.020.030.04
Miles

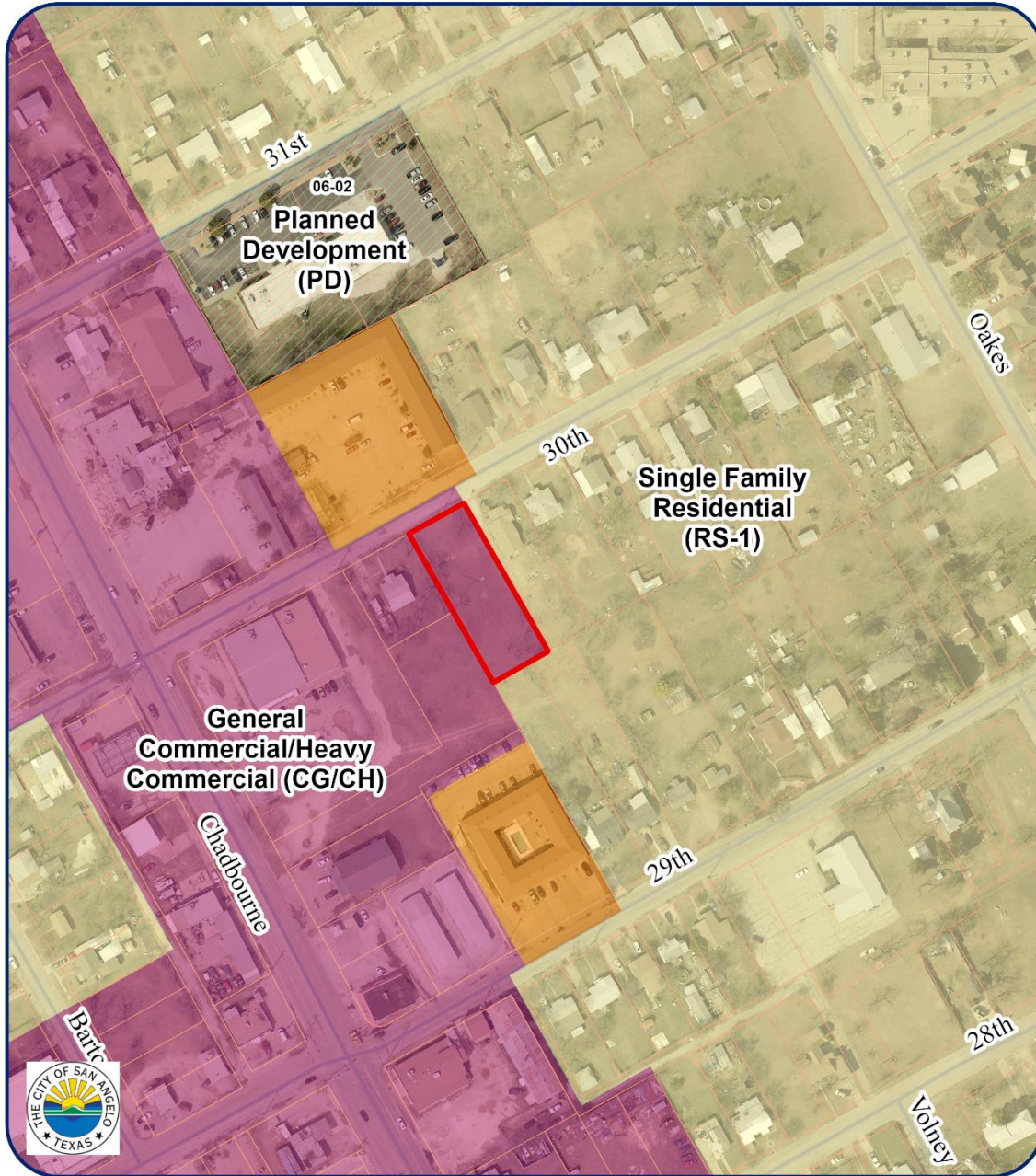
Subject Properties:



N



Zoning Map



Zoning Map

Z24-08 21 E 30th St

Council District: #2 Tom Thompson

Neighborhood: Lake View

Scale: 0.01010.020.030.04

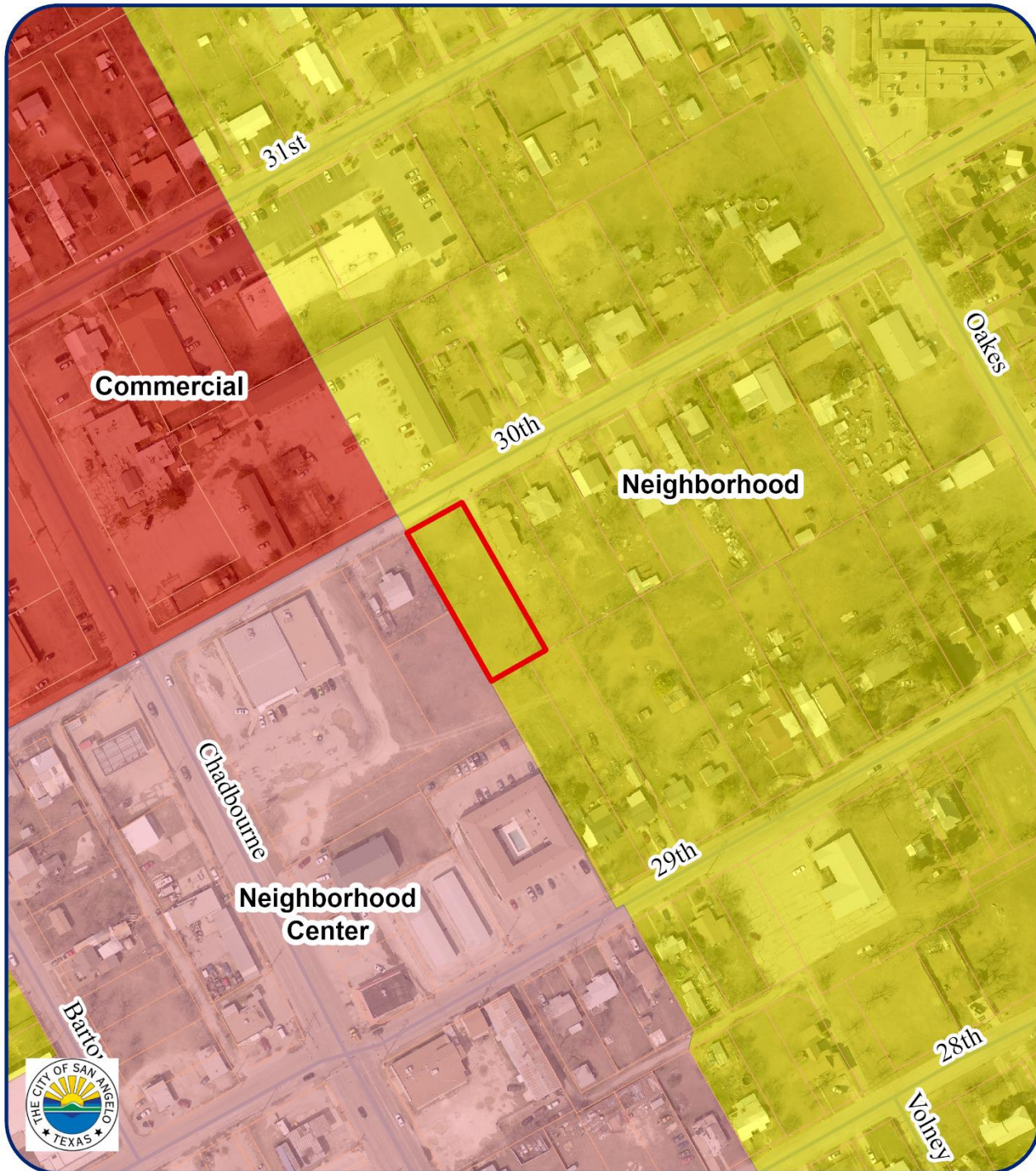
0.01010.020.030.04 Miles

Subject Properties:



N



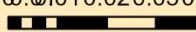


Vision Map
Z24-08 21 E 30th St

Council District: #2 Tom Thompson

Neighborhood: Lake View

Scale: 0.01010.020.030.04

 Miles

Subject 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 THE ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY .41 ACRES LOCATED AT 21 E 30th STREET**; FROM GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) TO THE SINGLE FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT, PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z24-08: 21 E 30TH St.

WHEREAS, on the 19th day of August 2024, 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 Single Family Residential (RS-1) Zoning District; and,

WHEREAS, on the 17th day of September 2024, City Council held a public hearing on Z24-08, 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 Single Family Residential (RS-1) Zoning District:

The real property generally located 21 E 30th Street, being approximately .41 acres described as the East 75 feet of the West 175 feet of the North 222.4 feet of Tract B in Blocks 13 and 14, Mather Addition No. 1, within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance. (“Zone Change Map”).

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 (**“Zone Change Map”**).

SECTION 3: 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 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 5: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **17th day of September 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **1st day of October 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

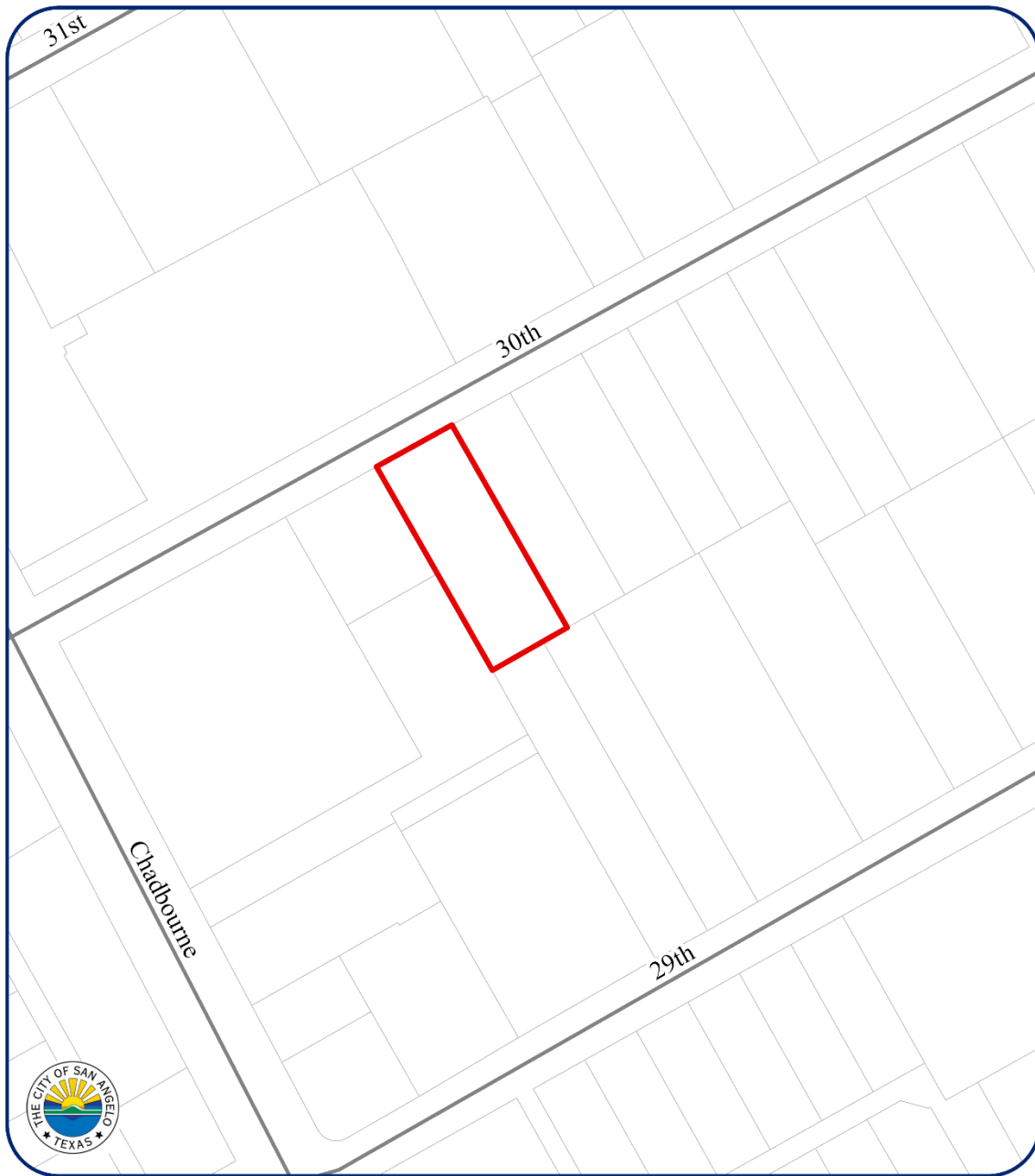
ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

Exhibit "A" (Zone Change Map)



Ordinance Map Z24-08 21 E 30th St

Council District: #2 Tom Thompson

Neighborhood: Lake View

Scale: 0.00 0.01 0.02 0.03 0.04
Miles

Subject Properties: 

Existing Zoning: CG/CH

Requested Zoning: RS-1



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Austin Reed, Planning Technician, Planning and Development Services

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for Z24-09, a request to rezone from the Two-Family Residential zoning district to the Low-Rise Multifamily zoning district, located at 1628 and 1640 Beacon St. (Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

This property initially was 4 individual properties which developed as duplexes. The property was platted into one lot and thus conditioned on becoming a low-rise multifamily lot needing a change from RS-2 to RM-1 zoning for two duplexes a total of 4 living units on one lot. The Planning Commission recommends approval by a 5-0 vote and the City Staff recommends approval for this case.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

This property initially was 4 individual properties which developed as duplexes. The property was platted into one lot and thus conditioned on becoming a low-rise multifamily lot needing a change from RS-2 to RM-1 zoning for two duplexes a total of 4 living units on one lot. The Planning Commission recommends approval by a 5-0 vote and the City Staff recommends approval for this case.

Attachments:

- | | | |
|----|--|--|
| 1. | Z24-09 - Staff Report 1628 & 1640 Beacon | Z24-09 - Staff Report 1628 & 1640 Beacon.pdf |
| 2. | Z24-09 Ordinance | Z24-09 Ordinance.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Austin Reed
Aaron Vannoy
Brandon Dyson
Aaron Vannoy
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

STAFF REPORT
PLANNING COMMISSION – August 19, 2024
City Council First Reading – September 17, 2024

APPLICATION TYPE:	CASE:		
Rezoning	Z24-09: 1628 & 1640 Beacon		
SYNOPSIS:			
The applicant is requesting a zone change from Two-Family Residential (RS-2) to Low-Rise Multifamily (RM-1). There are two existing duplex structures within the subject area. The applicant has received approval of a plat to combine these lots into one.			
LOCATION:	LEGAL DESCRIPTION:		
Northeast corner of Beacon Street and North Marie Street	Acres: 0.075, Lot: 30, Blk: 6, Subd: AVONDALE ADDITION Acres: 0.075, Lot: 31, Blk: 6, Subd: AVONDALE ADDITION Acres: 0.082, Lot: 32, Blk: 6, Subd: AVONDALE ADDITION Acres: 0.082, Lot: 33, Blk: 6, Subd: AVONDALE ADDITION		
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #4 – Lucy Gonzales Neighborhood: Paulann	RS-2	Transitional	.314 acres
THOROUGHFARE PLAN:			
- North Marie Street – Local Road - Beacon Street – Local Road			
NOTIFICATIONS			
38 notices were mailed out. At the time of this report, no notices have been returned.			
STAFF RECOMMENDATION:			
Staff recommend APPROVAL of the zone change from Two-Family Residential (RS-2) to Low-Rise Multifamily (RM-1).			
PROPERTY OWNER/PETITIONER:			
Petitioner: Wilde Engineering and Surveying, LLC Owner: Riley Development, LLC			
STAFF CONTACT:			
Austin Reed Planner (325) 657-4210, Ext. 1550 austin.reed@cosatx.us			

Information:

There are two existing duplex structures on separate lots within the subject area. The applicant recently received approval of a plat to combine these lots into one, which when filed will result in two separate duplex structures on a single lot. This requires a zoning of RM-1. The applicant will not be able to file this plat without an approved zone change.

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 Comprehensive Plan envisions this property to be “Transitional” in nature. Therefore, a zoning of Low-Rise Multifamily is compatible with the Comprehensive Plan and can help to provide a transition between the Single-Family Residential to the east and the commercial/manufacturing zoning to the west.
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, this lot will meet all requirements for Low-Rise Multifamily (RM-1) 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.*
This rezoning is compatible with the surrounding area. Land to the east is largely Single-Family Residential and is continuing to develop in this way. Near to the northeast is a Manufactured Housing Subdivision. To the northwest is Light Manufacturing, and to the west is a mix of commercial and residential. Placing RM-1 zoning in this location will not seem unusual.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.*
The applicant wishes to combine the existing structures’ lots into one. They will not be able to file their plat to do so unless they receive approval of a zoning that will allow the two duplexes on a single lot.
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 effects.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.*
Multifamily zoning in this area will help to provide diversity in housing, thereby addressing a community need.

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

This rezoning will fall in line comfortably with the current development patterns of the surrounding area and the Comprehensive Plan, as well.

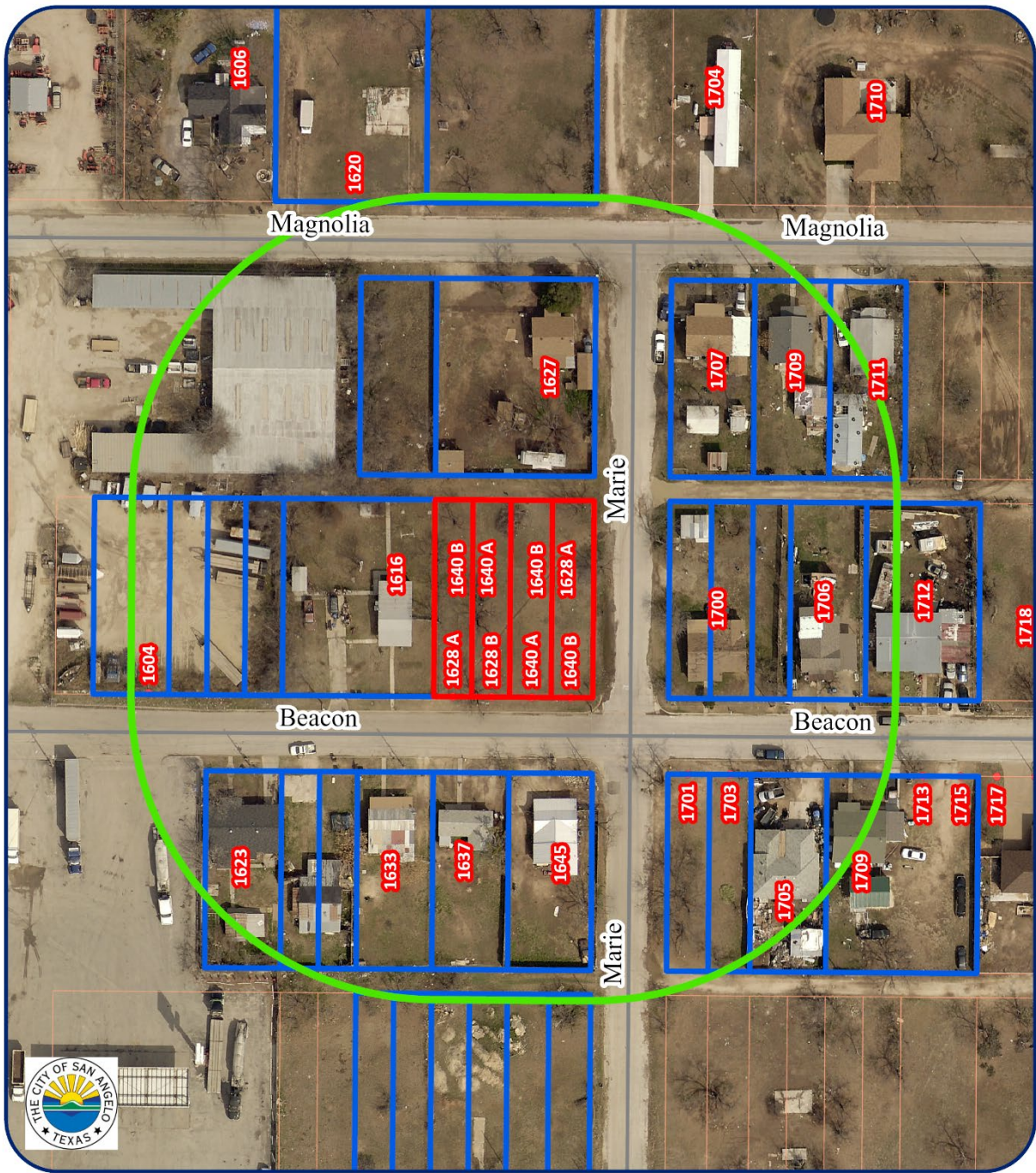
Recommendation:

Staff recommend **APPROVAL** of the zone change from Two-Family Residential (RS-2) to Low-Rise Multifamily (RM-1).

Attachments:

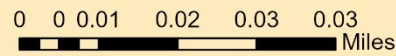
Notification Map
Aerial Map
Zoning Map

Notification Map



200' Notification Map
Z24-09 1628 & 1640 Beacon St

Council District: #4 Lucy Gonzales
Neighborhood: Paulann



- Subject Properties: —
- 200' Buffer: —
- Notified Properties: —



Aerial Map



Aerial Map

Z24-09 1628 & 1640 Beacon St

Council District: #4 Lucy Gonzales
Neighborhood: Paulann

0 0.00 0.02 0.04 0.06 0.08
Miles

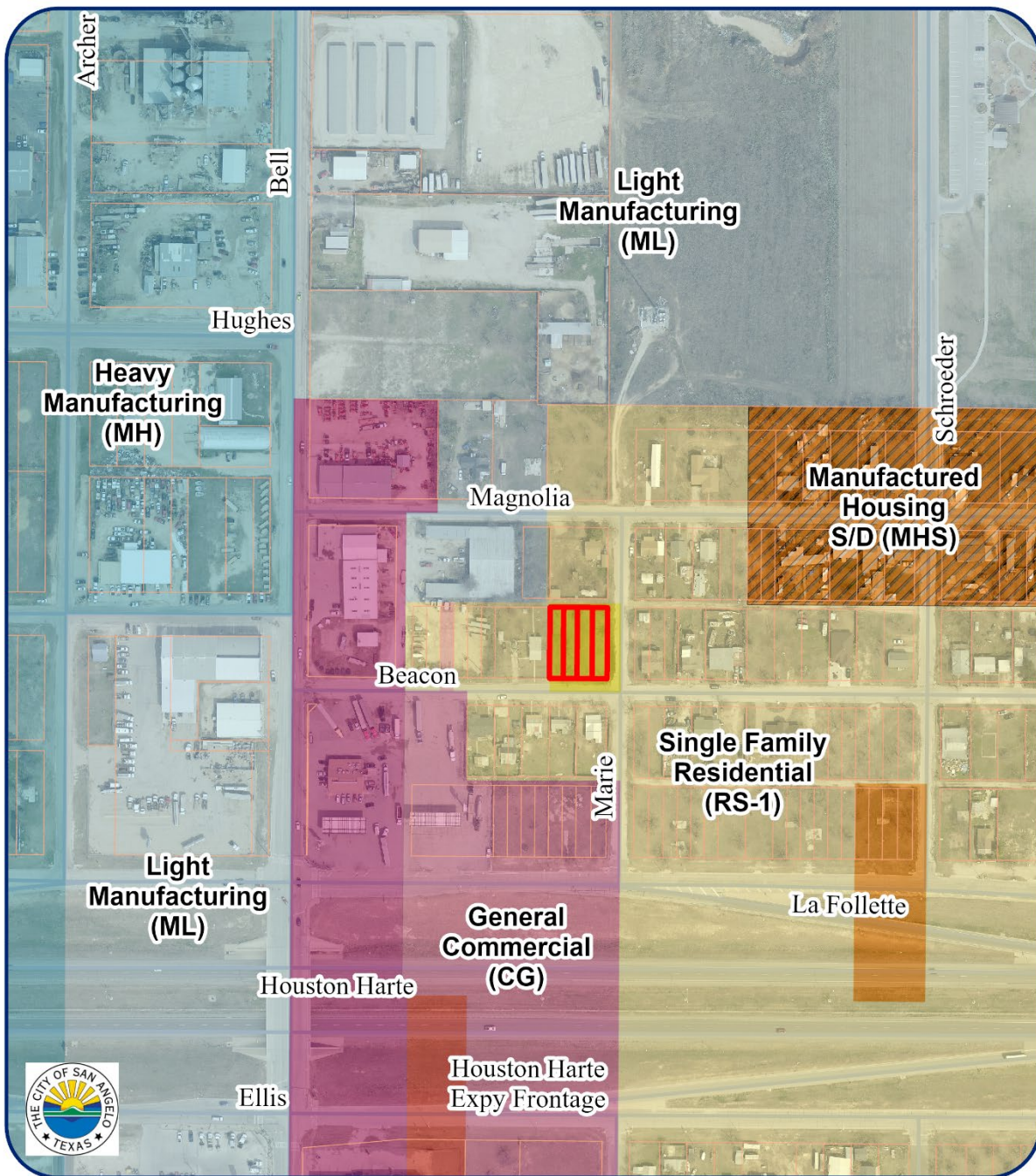
Subject Properties:



N



Zoning Map



Zoning Map

Z24-09 1628 & 1640 Beacon St

Council District: #4 Lucy Gonzales

Neighborhood: Paulann

0 0.00 0.02 0.04 0.06 0.08
Miles

Subject 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 THE ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY .314 ACRES LOCATED AT 1628 AND 1640 BEACON STREET**; FROM TWO-FAMILY RESIDENTIAL (RS-2) TO THE LOW-RISE MULTIFAMILY (RM-1) ZONING DISTRICT, PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z24-09: 1628 and 1640 Beacon St.

WHEREAS, on the 19th day of August 2024, 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 Low-Rise Multifamily (RM-1) Zoning District; and,

WHEREAS, on the 17th day of September 2024, City Council held a public hearing on Z24-09, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

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

The real property generally located at 1628 and 1640 Beacon Street, being approximately .314 acres described as Lots 30, 31, 32, and 33, Block 6, Avondale Addition, within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance. (“Zone Change Map”).

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 (**“Zone Change Map”**).

SECTION 3: 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 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 5: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **17th day of September 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **1st day of October 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

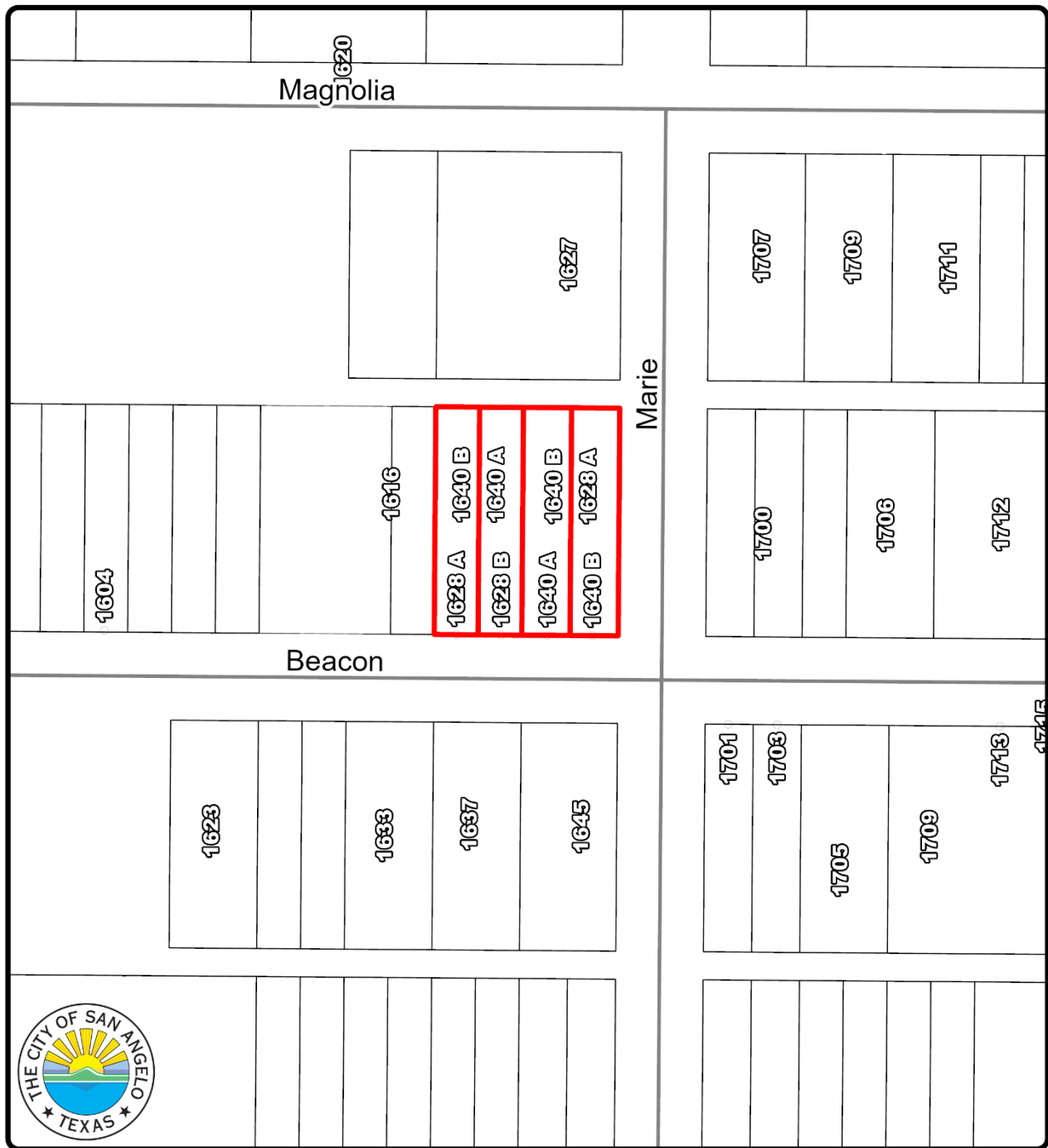
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit "A" (Zone Change Map)



Ordinance Map Z24-09: 1628 and 1640 Beacon St.

Council District: #4 Lucy Gonzales
Neighborhood: Paulann

Scale: 0 0.01 0.01 0.02 0.03 0.04 Miles

Subject Property: —

Existing Zoning: RS-2

Requested Zoning: RM-1



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Second reading of ordinances for the following cases for property located at 2588 Armstrong:

1. CP24-05, a request to amend the Comprehensive Plan, changing from Neighborhood and Commercial to Neighborhood Center;
2. Z24-11, a request to rezone from the Single-Family Residential zoning district to the Neighborhood Commercial zoning district (Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

A request for approval of a zone change from (RS-1) Single-family Residential to (CN) Neighborhood Commercial and a Comprehensive Plan Amendment from Neighborhood to Neighborhood Center for the property at 2588 Armstrong St. The applicant is wanting to build a small commercial strip center on the southern 3 acres. The north 3 acres is undecided but the neighborhood commercial provides options while keeping larger commercial away from the residential to the north, south, and east.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Planning Commission recommends approval with a 5-0 vote.

Attachments:

- | | | |
|----|--|--|
| 1. | Z24-11 & CP24-05 Staff Report 2588 Armstrong | Z24-11 & CP24-05 Staff Report 2588 Armstrong.pdf |
| 2. | 2588 Armstrong CP24-05 Ordinance2 | 2588 Armstrong CP24-05 Ordinance2.docx |
| 3. | 2588 Armstrong Z24-11 Ordinance2 | 2588 Armstrong Z24-11 Ordinance2.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval



STAFF REPORT - Z24-11 & CP24-05

Planning Commission: August 19, 2024

City Council 1st reading: September 17, 2024

APPLICATION TYPE:		CASES:	
Zoning & Comp Plan Amendment		Z24-11 & CP24-05: 2588 Armstrong St	
SYNOPSIS:			
A request for approval of a zone change from (RS-1) Single-family Residential to (CN) Neighborhood Commercial and a Comprehensive Plan Amendment from Neighborhood to Neighborhood Center for the property at 2588 Armstrong St.			
LOCATION:		LEGAL DESCRIPTION:	
2588 Armstrong St		Acres: 6.000, Abst: A-5735 S-0027, Survey: R S LONGBOTHAM, 6.0000 ACRES IN TRACT 39	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
District #4 – Lucy Gonzales Neighborhood – PaulAnn	Currently: RS-1 Requesting: CN	Currently: Neighborhood Requesting: Neighborhood Center	6.000 acres
NOTIFICATIONS:			
11 notifications were mailed within a 200-foot radius on July 31, 2024. Staff has received zero in favor and 1 phone call from a surrounding property owner in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the request to rezone from (RS-1) Single-family Residential to (CN) Neighborhood Commercial and a Comprehensive Plan Amendment from Neighborhood to Neighborhood Center for the property at 2588 Armstrong St.			
PROPERTY OWNER/PETITIONER:			
Owner: Sagewood Design Group Petitioner: Gresham Smith			
STAFF CONTACT:			
Rae Lineberry Planner (325) 657-4210, ext 1533 Rae.lineberry@cosatx.us			

Additional Information: The applicant is wanting to build a small commercial strip center on the southern 3 acres. The north 3 acres is undecided but the neighborhood commercial provides options while keeping larger commercial away from the residential to the north, south, and east.

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 north and west have general and heavy commercial. The proposed zoning and comprehensive plan amendment will provide a buffer between the heavier commercial and the residential.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* The proposed zoning does not conflict with the zoning ordinance but instead will provide a buffer from the residential to the east and south and the heavy commercial across Armstrong St.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The proposed use is a small commercial strip center that will provide light traffic commercial and a buffer along a state-owned road.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* This area has been vacant for an extended period and the previously approved final plat for 10 residential lots was never recorded.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* There are no anticipated adverse effects on neighboring properties.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* There is a need for a neighborhood commercial area in between general/heavy commercial and residential.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The property in question is well suited for the proposed project and will meet the development needs.

Recommendation:

Staff recommends **APPROVAL** of the request to rezone from (RS-1) Single-family Residential to (CN) Neighborhood Commercial and a Comprehensive Plan Amendment from Neighborhood to Neighborhood Center for the property at 2588 Armstrong St.

Attachments:

Aerial Map
Notification Map
Zoning Map
Vision Plan Map



Aerial Map
Z24-11 & CP24-05 2588 Armstrong St

Council District: #4 Lucy Gonzales

Neighborhood: Paulann

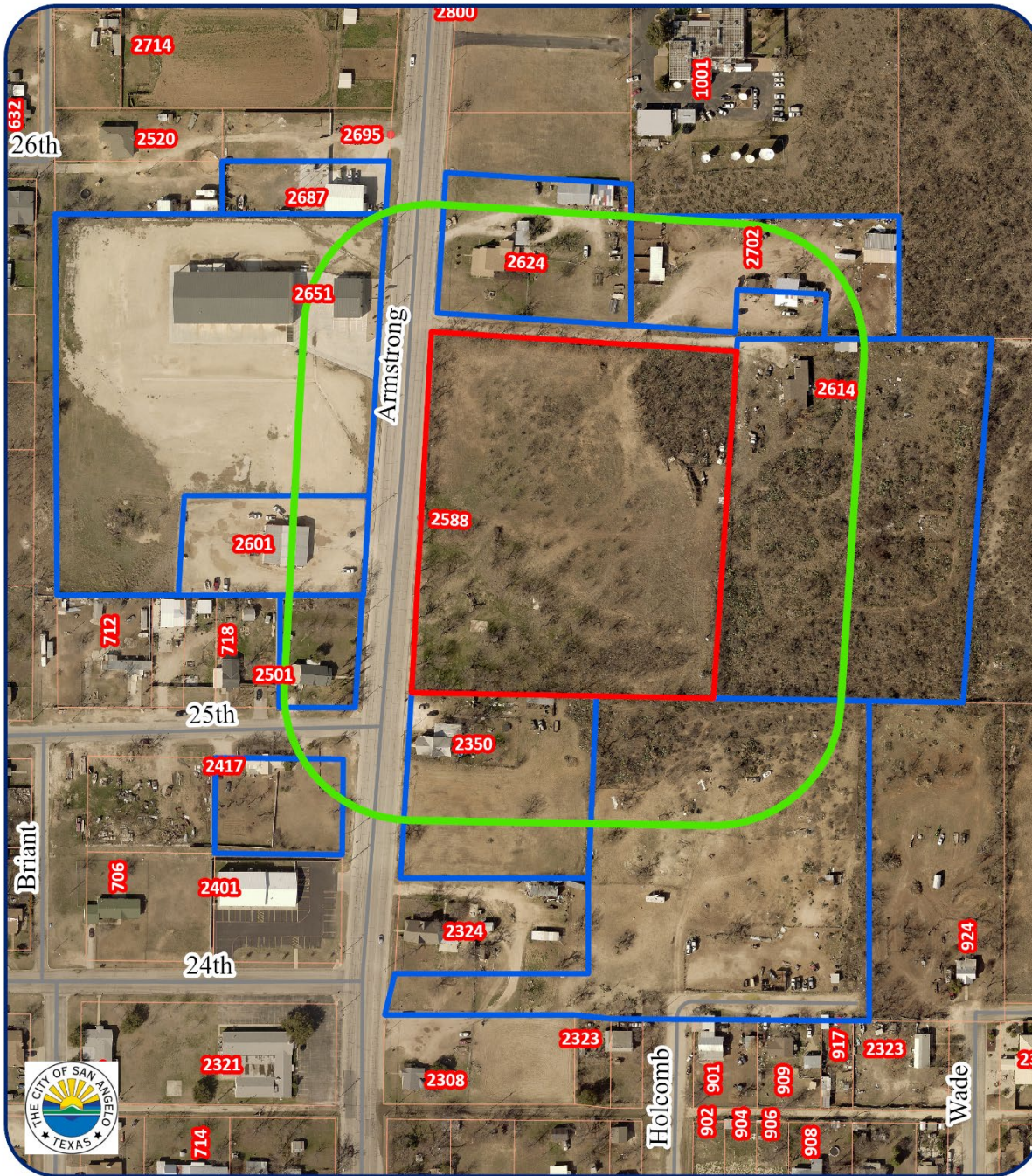
Scale: 0 0.02 0.04 0.09 0.14 0.18
Miles

Subject Properties:



N





200' Notification Map
Z24-11 & CP24-05 2588 Armstrong St

Council District: #4 Lucy Gonzales
Neighborhood: Paulann

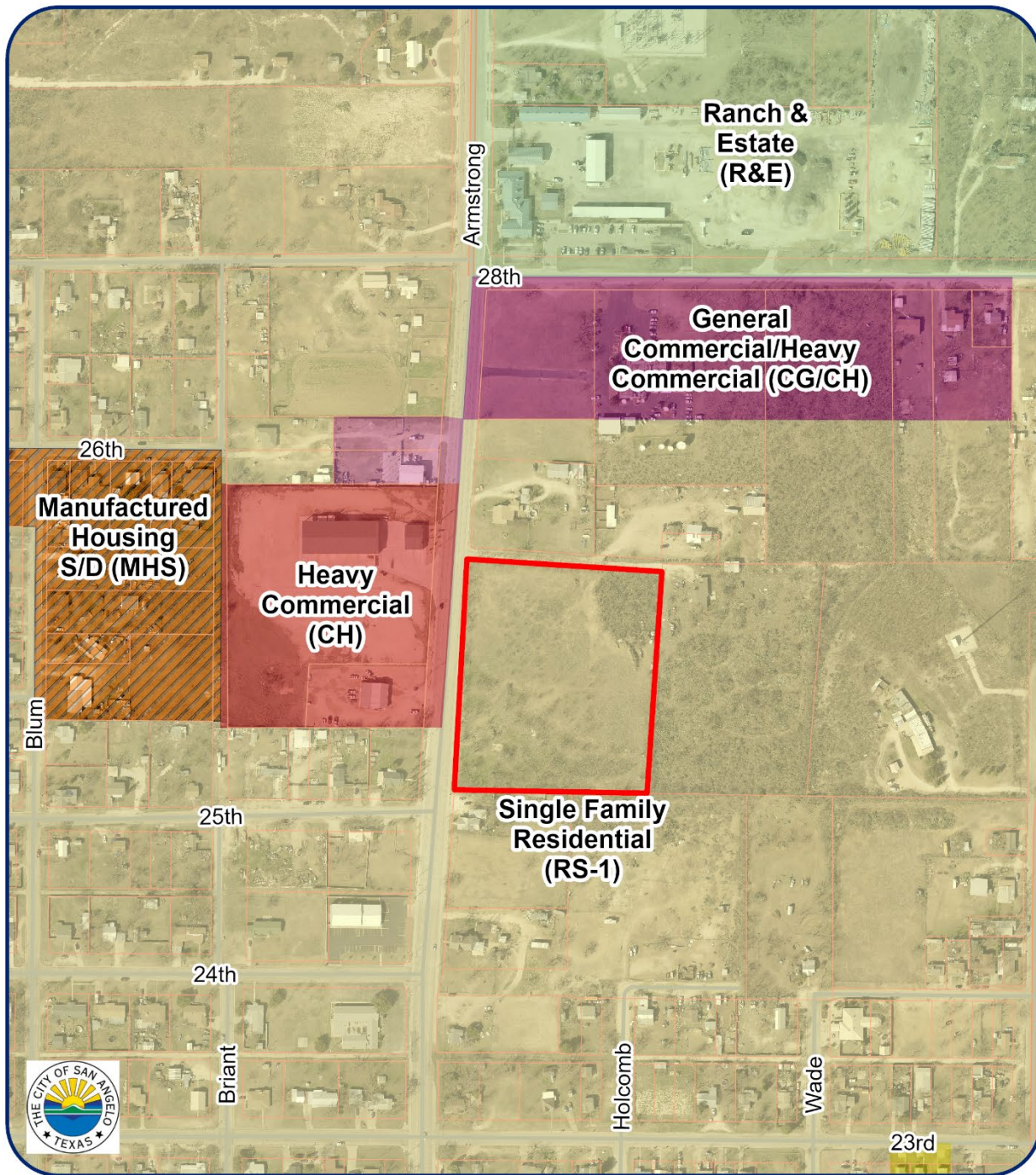
Scale: 0 0.01 0.02 0.04 0.06 0.08
Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —





Zoning Map

Z24-11 & CP24-05 2588 Armstrong St

Council District: #4 Lucy Gonzales

Neighborhood: Paulann

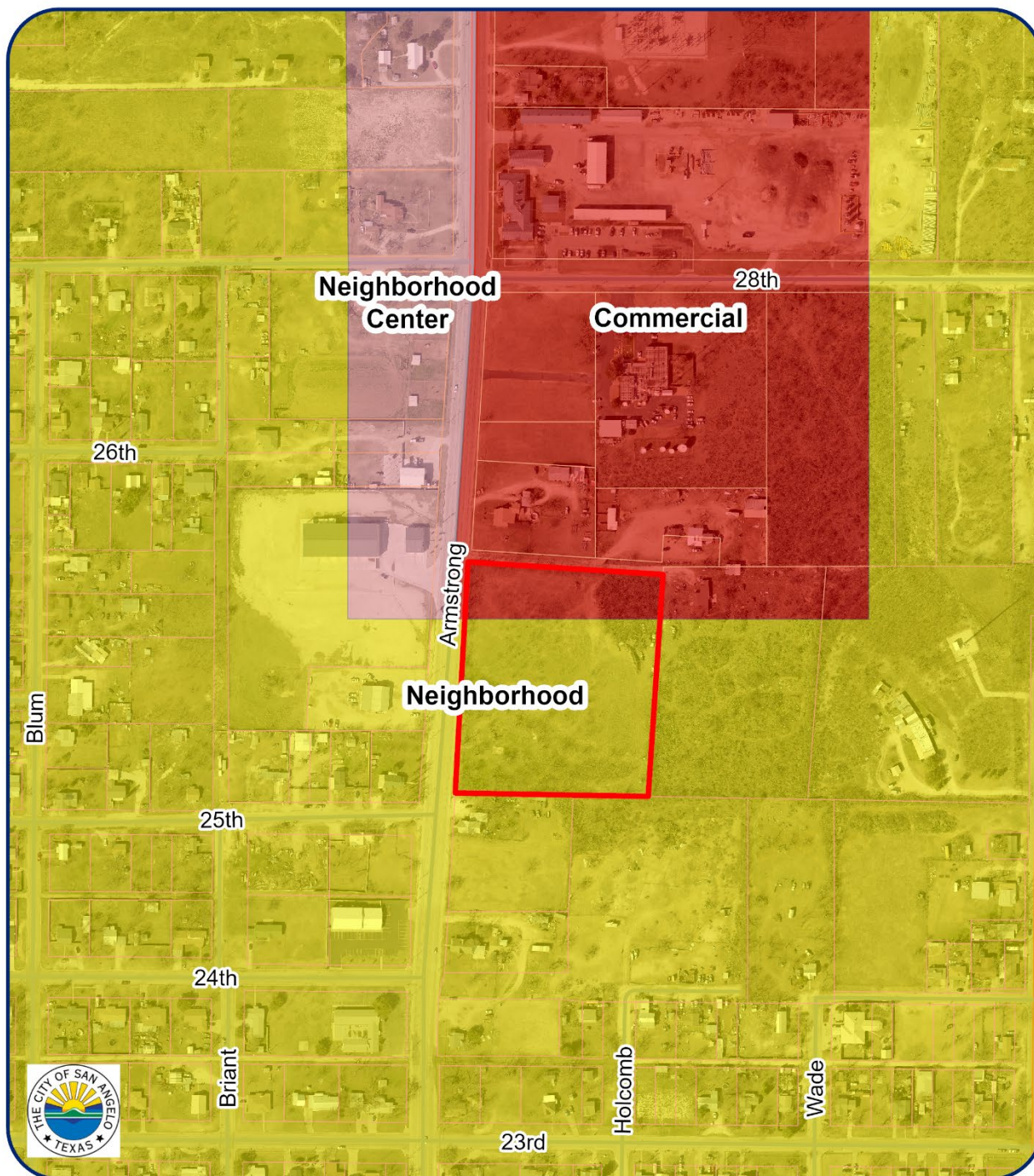
Scale: 0 0.01 0.03 0.06 0.09 0.12
Miles

Subject Properties:



N





Vision Plan Map

Z24-11 & CP24-05 2588 Armstrong St

Council District: #4 Lucy Gonzales

Neighborhood: Paulann

Scale: 0 0.01 0.03 0.06 0.09 0.12
Miles

Subject Properties:



N



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS LOCATED AT **2588 ARMSTRONG STREET, BEING A TOTAL OF 6.000 ACRES**; FROM "NEIGHBORHOOD" AND "COMMERCIAL" TO "NEIGHBORHOOD CENTER" PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: CP24-05: 2588 Armstrong Street

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan (Vision Plan and Future Land Use Map within the San Angelo Strategic Plan adopted by City Council as updated on October 20, 2009) to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, inconsistencies have developed between current long standing land use and development patterns and development envisioned by the Future Land Use Map, which inconsistencies call for compatible revisions to the Future Land Use Map; and

WHEREAS, on the 19th day of August, 2024, 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 Comprehensive Plan amendment; and,

WHEREAS, on the 17th day of September, 2024, City Council held a public hearing on CP24-05, 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 Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designation of the following described parcel as outlined below:

The real property located at 2588 Armstrong Street, described as 6.000 acres from Abst: A-5735 S-0027, Survey: R S Longbotham, in Tract 39 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 and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendments, as further depicted on **Exhibit “A”** of this Ordinance.

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

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

INTRODUCED on the **17th day of September, 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **1st day of October, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

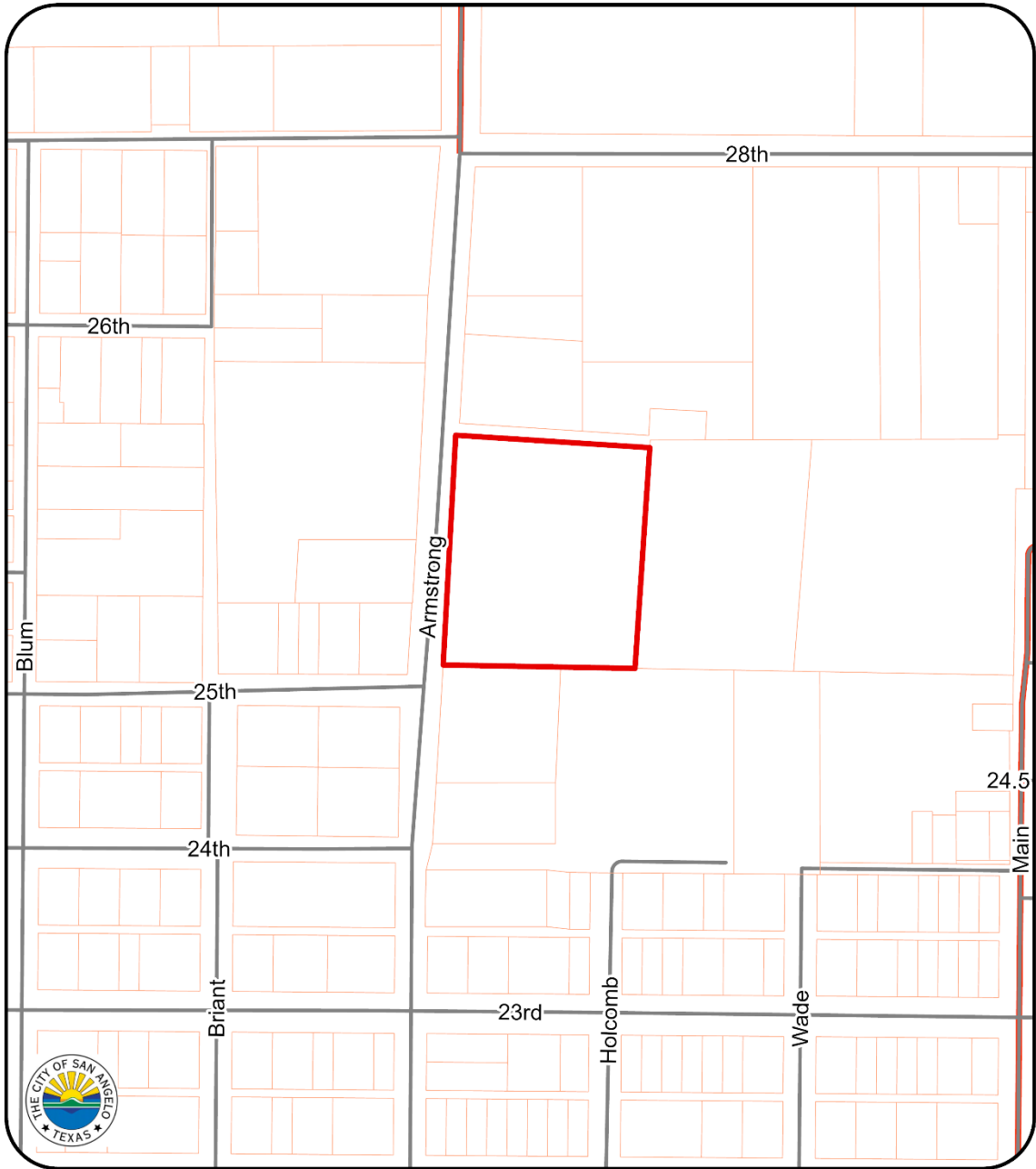
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit “A”



Ordinance Map
CP24-05 2588 Armstrong St

Council District: #4 Lucy Gonzales
Neighborhood: Paulann

Scale: 0 0.03 0.06 0.09 0.12 Miles

Subject Properties: —

Existing Comp Plan: Neighborhood & Commercial

Requested Comp Plan: Neighborhood Center



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 ZONING AND CLASSIFYING THE FOLLOWING PROPERTY: **APPROXIMATELY 6.000 ACRES LOCATED AT 2588 ARMSTRONG STREET**; FROM SINGLE-FAMILY RESIDENTIAL (RS-1) TO NEIGHBORHOOD COMMERCIAL (CN); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z24-11: 2588 Armstrong Street

WHEREAS, on the 19th day of August, 2024, 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 Neighborhood Commercial (CN) Zoning District; and,

WHEREAS, on the 17th day of September, 2024, City Council held a public hearing on Z24-11, 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 NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT:

The real property located at 2588 Armstrong Street, described as 6.000 acres from Abst: A-5735 S-0027, Survey: R S Longbotham, Tract 39 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 **17th day of September, 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **1st day of October, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

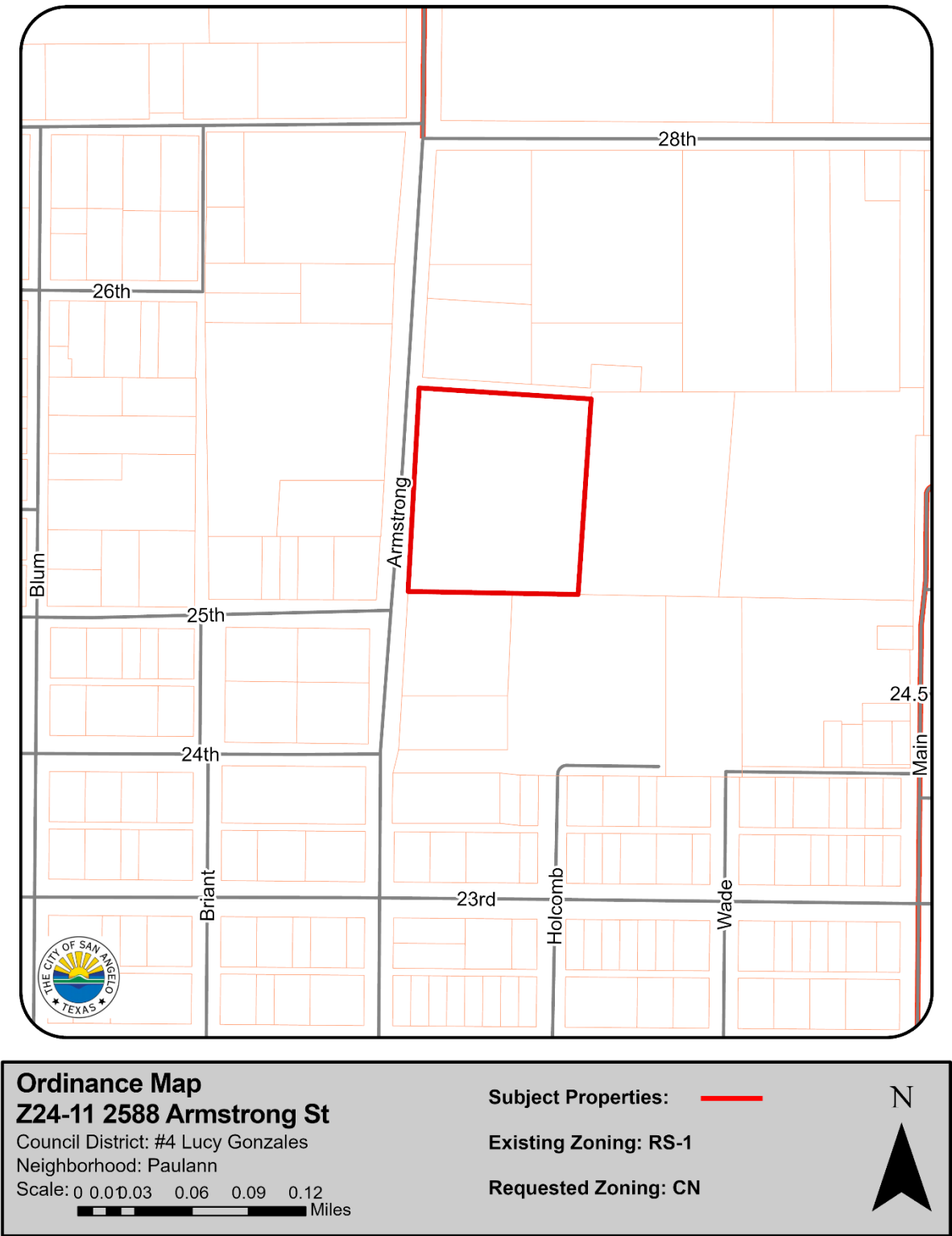
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit “A”



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for Z24-12, a request to rezone property from the Neighborhood Commercial and Single-Family Residential zoning district to the Low Rise Multifamily zoning district, located at 2815, 2821, 2835 Houston St. and 2826 W. Houston Harte Expy. Frontage Rd. and an unaddressed lot being lots 4-8, block 81 of the Hatcher Addition (Aaron Vannoy)

Staff Recommendation:

Summary/History:

The properties have been partially cut through as the Houston Harte Expressway developed. Since these have been zoned as neighborhood Commercial (CN) they have not been developed. New single family residential homes have developed on the same block to the north. However, these lots individually are too small to develop in that manner. They have now been combined into one larger lot of .862 acres with the request to become a low-rise multifamily residential (RM-1). The Planning Commission voted 5-0 and the City Staff recommend approval of this case.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | Z24-12 Houston St Staff Report | Z24-12 Houston St Staff Report.pdf |
| 2. | Z24-12 W Houston Harte Expy Rd - ordinance | Z24-12 W Houston Harte Expy Rd - ordinance.pdf |

Presentation:

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval



STAFF REPORT - Z24-04

Planning Commission: August 19, 2024

City Council 1st reading: September 17, 2024

APPLICATION TYPE:		CASES:	
Zoning		Z24-12: 2815, 2821, 2826 Houston St & 2836 W Houston Harte Expy. Frontage Rd.; and an unaddressed lot, being Lots 4-8, Block	
SYNOPSIS:			
A request for approval of a zone change from (CN) Neighborhood Commercial and (RS-1) Single-family Residential to (CG) General Commercial for the property at following addresses 2815, 2821, 2826 Houston St & 2836 W Houston Harte Expy. Frontage Rd.; and an unaddressed lot, being Lots 4-8, Block 81 of the Hatcher Addition			
LOCATION:		LEGAL DESCRIPTION:	
2815, 2821, 2826 Houston St & 2836 W Houston Harte Expy. Frontage Rd.; and an unaddressed lot, being Lots 4-8, Block 81 of		Lot: 4, 5,6,7 and 8 Blk: 81, Subd: HATCHER ADDITION	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #2 – Tom Thompson Bluffs Neighborhood	Existing: CN & RS-1 Proposed: RM-1 Low-rise multifamily	Neighborhood Center	.862 acres
NOTIFICATIONS:			
24 notifications were mailed within a 200-foot radius on August 1, 2024. Staff has received zero in favor and zero against.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of zoning to Low-rise Multifamily (RM-1) zoning district.			
PROPERTY OWNER/PETITIONER:			
Applicant: Zane Willard Representative: Erica Wilde, Wilde Engineering			
STAFF CONTACT:			
Aaron Vannoy Planning and Development Services Director (325) 657-4210, ext. 1542 Aaron.vannoy@cosatx.us			

August 19, 2024

Additional Information: The applicant is looking to build multifamily units on this parcel. These parcels have been vacant and underused since Houston Harte Freeway route dissected these lots. IN recent years the lots to the north have been built out with single family housing. This property once combined is ideal for low-rise multifamily to add options to the housing inventory for this area.

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 identifies this area as Neighborhood Center. Typical neighborhood center is light intensity commercial and higher intensity housing. This low-rise zoning district will be a good accent piece to the neighborhood.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The proposed zoning will not conflict with the Zoning Ordinance.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** The proposed use is compatible with the surrounding area as there is some light commercial on the high traffic intersection being Garfield and the frontage road; then to the west and north continues a mix of light commercial and residential areas.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** This area has been vacant and adding housing units would be a good buffer between the freeway and the single family neighborhood to the north.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There are no anticipated adverse effects on neighboring properties.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Staff believes that this type of use has a history of success.
7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The property in question is well suited for the proposed project and will meet the development needs.

August 19, 2024

Recommendation:

Staff recommends **APPROVAL** of zoning to Low-rise Multifamily (RM-1) zoning district.

Attachments:

Aerial Map

Notification Map

Zoning Map

Vision Plan Map



Aerial Map

Case # Z24-12 – 2815, 2821, 2826, & 2836 Houston St.

Council District: #2 Tom Thompson

Neighborhood: Bluffs

Scale: 0 0.00 0.02 0.04 0.06 0.08
Miles

Subject Properties: —





200' Notification Map

Case # Z24-12 – 2815, 2821, 2826, & 2836 Houston St.

Council District: #2 Tom Thompson

Neighborhood: Bluffs

Scale: 0 0.0001 0.02 0.03 0.04 Miles

Subject Properties:

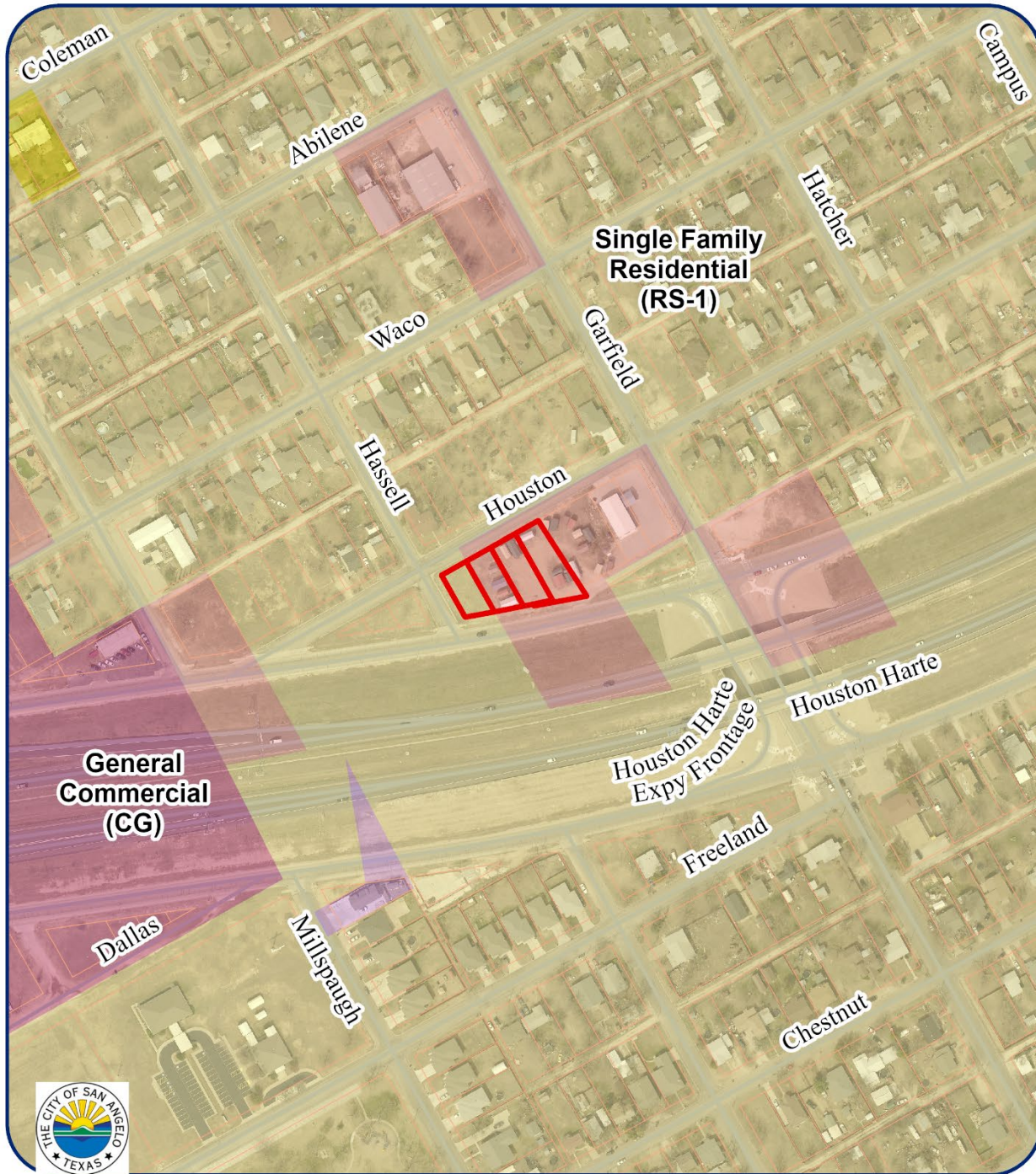
200' Buffer:

Notified Properties:



N





Zoning Map

Case # Z24-12 – 2815, 2821, 2826, & 2836 Houston St.

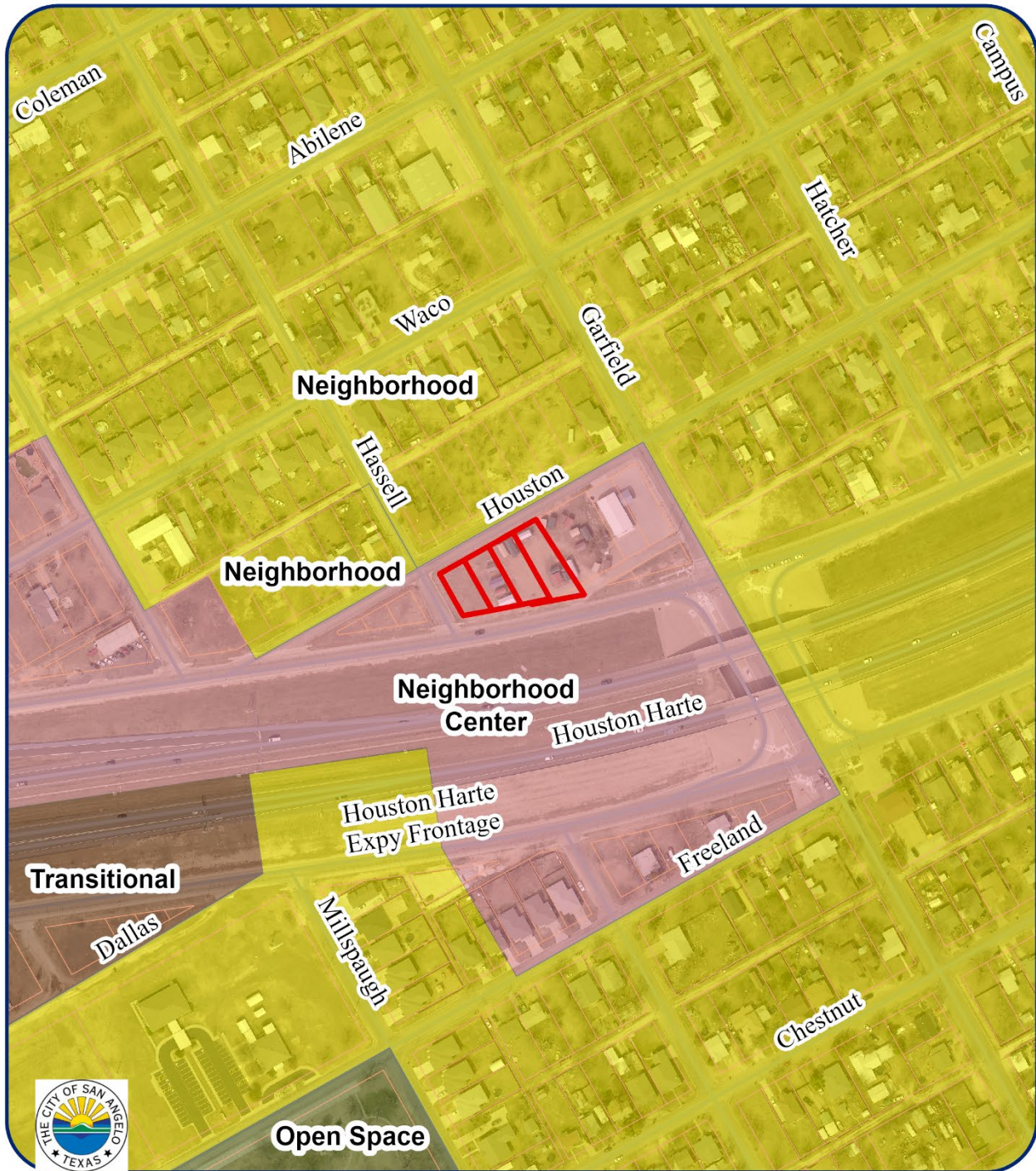
Council District: #2 Tom Thompson

Neighborhood: Bluffs

Scale: 0 0.00 0.02 0.04 0.06 0.08
Miles

Subject Properties: ———





Vision Plan Map

Case # Z24-12 – 2815, 2821, 2826, & 2836 Houston St.

Council District: #2 Tom Thompson

Neighborhood: Bluffs

Scale: 0 0.00.02 0.04 0.06 0.08
 Miles

Subject Properties:



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 ZONING AND CLASSIFYING THE FOLLOWING PROPERTIES: **APPROXIMATELY .862 ACRES LOCATED AT 2815, 2821, 2835 HOUSTON ST. AND 2826 W HOUSTON HARTE EXPY. FRONTAGE RD.; AND AN UNADDRESSED LOT, BEING LOTS 4-8, BLOCK 81 OF THE HATCHER ADDITION;** FROM NEIGHBORHOOD COMMERCIAL (CN) and SINGLE FAMILY RESIDENTIAL (RS-1) TO LOW RISE MULTIFAMILY RESIDENTIAL (RM-1); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z24-12: 2815, 2821, 2835 Houston St & 2826 W Houston Harte Expy. Frontage Rd.; and an unaddressed lot, being Lots 4-8, Block 81 of the Hatcher Addition

WHEREAS, on the 19th day of August 2024, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Low Rise Multifamily (RM-1) Zoning District; and,

WHEREAS, on the 17th day of September 2024, City Council held a public hearing on Z24-12, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned LOW-RISE MULTIFAMILY RESIDENTIAL ZONING DISTRICT:

The real property generally located at 2815, 2821, 2835 Houston ST. and 2826 W. Houston Harte Expy. Frontage Rd., and an unaddressed lot, being Lots 4-8, Block 81 of the Hatcher Addition 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 **17th day of September, 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **1st day of October, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

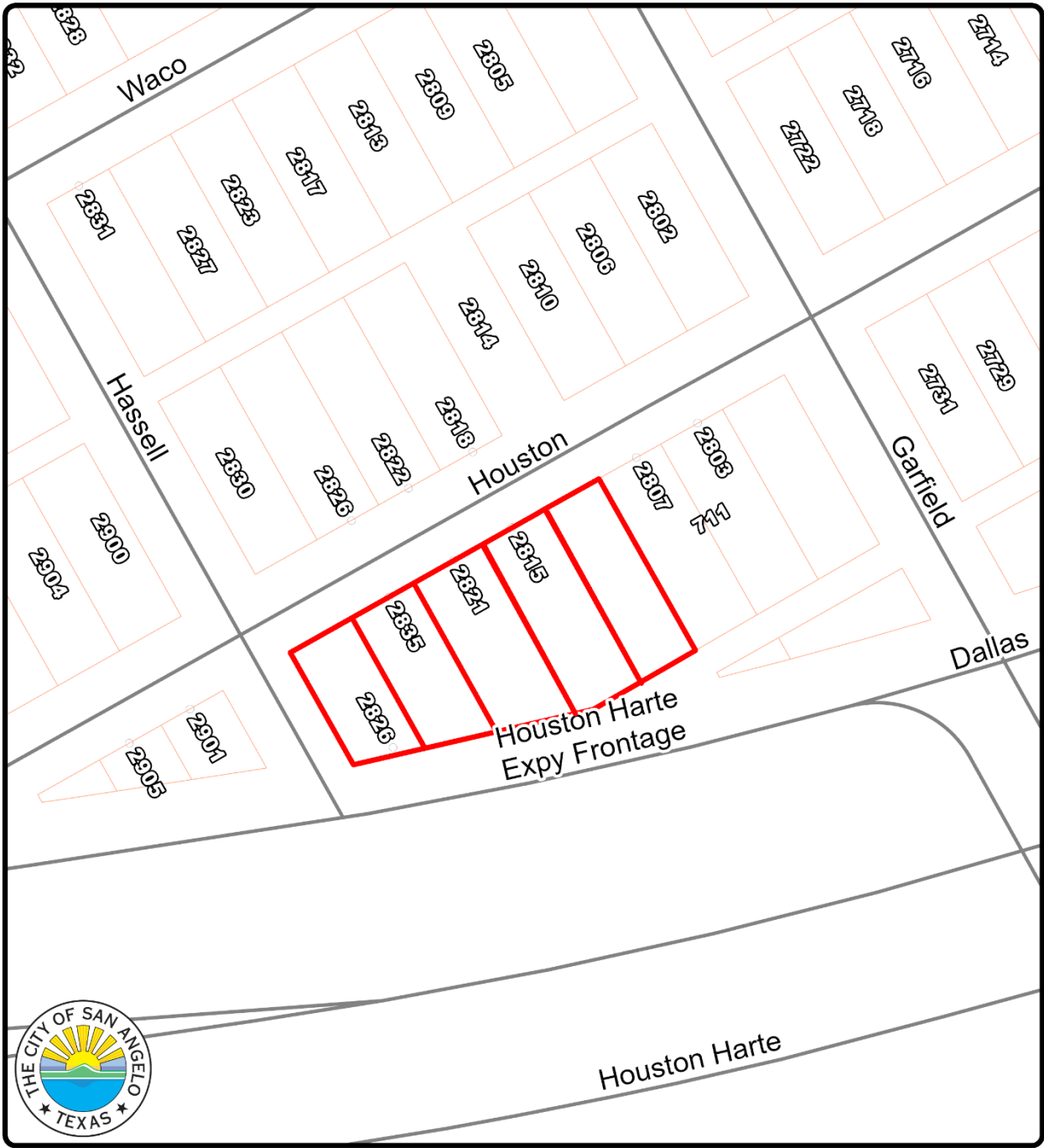
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit “A”



Ordinance Map
Z24-12: Houston Street

Council District: #2 Tom Thompson
Neighborhood: Bluffs

Scale: 0 0.01 0.02 0.03 0.04 Miles

Subject Property: —

Existing Zoning: CN & RS-1

Requested Zoning: RM-1



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning Commission

Meeting Date: October 1, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for Z24-13, a request to rezone property from the General Commercial/Heavy Commercial zoning district to the Low Rise Multifamily Residential zoning district, located at 2025 & 2029 Vaughn St. (Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

A request to rezone from (CG/CH) General Commercial/Heavy Commercial to (RM-1) Low Rise Multi-Family Residential at Vaughn and Jack Streets in order to build a small multifamily unit apartment complex. The property adjacent to this is an older low-rise multifamily complex. These two lots were platted as single family residential homes and remained vacant for years while everything to the east is commercial and heavy commercial zoned and developed. To the West is the Angelo State University campus and no further private development is expected. The Planning Commission voted 5-0 in approval and the City Staff recommends approval of this case.

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

The Planning Commission voted 5-0 in approval and the City Staff recommends approval of this case.

Attachments:

- | | | |
|----|-------------------------------------|--|
| 1. | Z24-13 2025 & 2029 Vaughn Street | Z24-13 2025 & 2029 Vaughn Street.pdf |
| 2. | Z24-13 Ordinance 2025 Vaughn Street | Z24-13 Ordinance 2025 Vaughn Street.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

PLANNING COMMISSION – August 19, 2024**STAFF REPORT***City Council First Reading September 17, 2024**City Council Second Reading October 1, 2024*

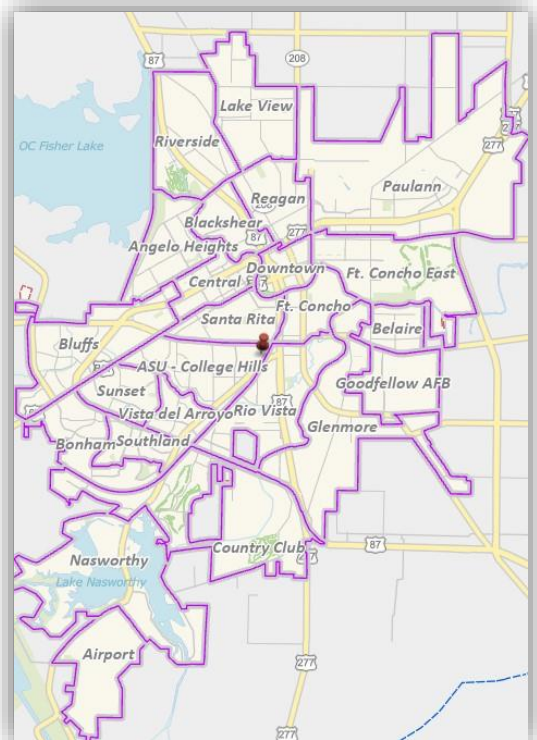
APPLICATION TYPE:		CASE:	
Rezoning		Z24-13 Vaughn and Jack Streets	
SYNOPSIS:			
Request to rezone from (CG/CH) General Commercial/Heavy Commercial to (RM-1) Low Rise Multi-Family Residential at Vaughn and Jack Street to build small multi-family units.			
LOCATION:		LEGAL DESCRIPTION:	
Intersection of Vaughn and Jack Streets – immediately adjacent to ASU land		South Angelo Addition Lots 11 and 12, less 5 ft. to City, Blk 4	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #5 – Karen Hesse Smith Neighborhood: College Hills	RM-1	Residential	.0342 acres
THOROUGHFARE PLAN:			
• Vaughn Street-Local Street, 36 ft. of paving, 60 ft. of ROW • Jack Street – Local Street, 48 ft. of paving, 56 ft. of ROW			
NOTIFICATIONS			
11 notices were mailed out. None have been received either for or against at this time.			
STAFF RECOMMENDATION:			
Planning staff recommends approval of the request. The Low Rise Multi-family zone (RM-1) is adjacent to the north of these two lots and General Commercial/Heavy Commercial (CG/CH) is across the street to the east. Single Family (RS-1) zoning is behind the lots, but the land is ASU land set aside for future development.			

PROPERTY OWNER/PETITIONER:

Owner: Zane Willard
Representative: Erica Wilde P.E.

STAFF CONTACT:

Sherry Bailey
Principal Planner
(325) 657-4210, Extension 1546
sherry.bailey@cosatx.us



Information:

The property in question is presently zoned (CG/CH) General Commercial/Heavy Commercial. The applicant intends on building a small multiple unit housing structure. The proximity of the proposed apartment complex to the ASU campus is a strategic endeavor. Mr. Willard's property backs up to ASU property. Mr. Willard is requesting (RM-1) Low Rise Multifamily housing designation. That is the same zoning as the large apartment complex just north of this property enjoys. This area is off Austin Street which is a tie in between W Ave. N and Knickerbocker Rd. Light Manufacturing zoning surrounds this area of Austin St. and then CG/CH zoning surrounds the Light Manufacturing. The residents of this proposed apartment complex may well have their choice of employment opportunities and areas to shop. This entire area is a microcosm of zoning opportunities. Traffic flows easily between W Ave N and Knickerbocker Rd. Yet the area is small and compact enough to meet the public's needs.

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 General Commercial/Heavy Commercial (CG/CH) zoning district. The Comprehensive Plan has the area as "Commercial," Rezoning to Low Rise Multifamily Residential (RM-1) is the zoning that allows the residential use surrounded by different commercial and manufacturing uses which catering to the needs of a ready workforce. The melding of the zones appears to have worked well for the complex to the north of this spot. Multi-family is very close to commercial in compactness, as well as the number of people it can serve.
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 site will provide support to the employees as well as shelter. The need is there, this helps address the need.
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. The services being met go both ways. Housing for workers and students, employment for students and education.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The applicant wants to develop a single-family home on the lot. The lot is compatible with that designation.
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 not be required during the subdivision platting process.

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 specifically in this area.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* This buildout would provide additional traffic in an area that is just starting to develop more commercial services. There are ample exit paths, including walking trails between the residential apartments and the university.

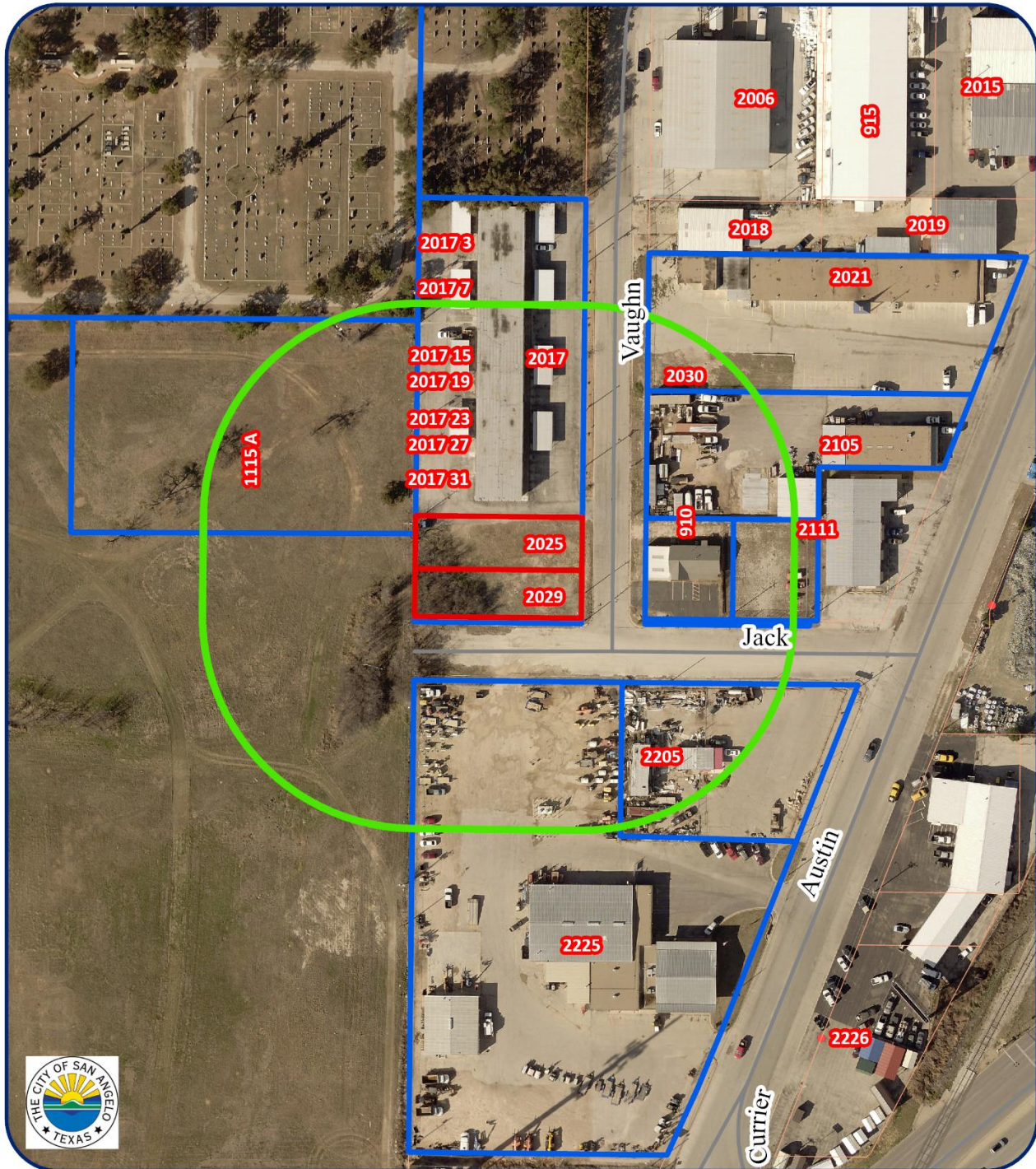
Recommendation:

Staff recommends APPROVAL of the rezoning as presented.

Attachments:

Aerial Map
Final Plat

Notification Map



200' Notification Map

Case # Z24-13 2025 & 2029 Vaughn St

Council District: #5 Karen Hesse Smith

Neighborhood: ASU - College Hills

Scale: 0.00 0.01 0.02 0.03 0.04

Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —

N



Aerial Map



Aerial Map

Case # Z24-13 2025 & 2029 Vaughn St

Council District: #5 Karen Hesse Smith

Neighborhood: ASU - College Hills

Scale: 0 0.01 0.02 0.04 0.06 0.08

Miles

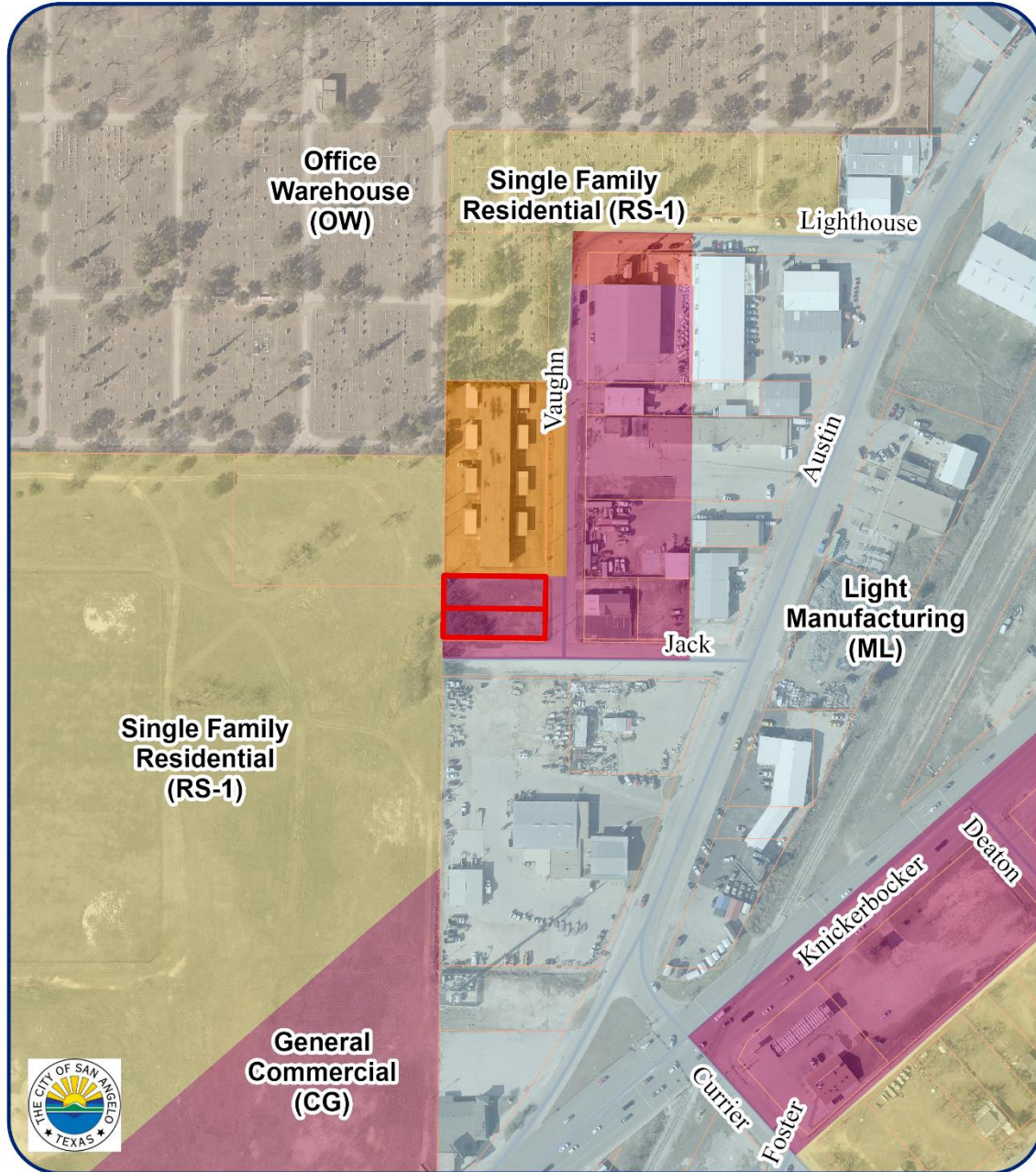
Subject Properties:



N



Zoning Map



Zoning Map

Case # Z24-13 2025 & 2029 Vaughn St

Council District: #5 Karen Hesse Smith

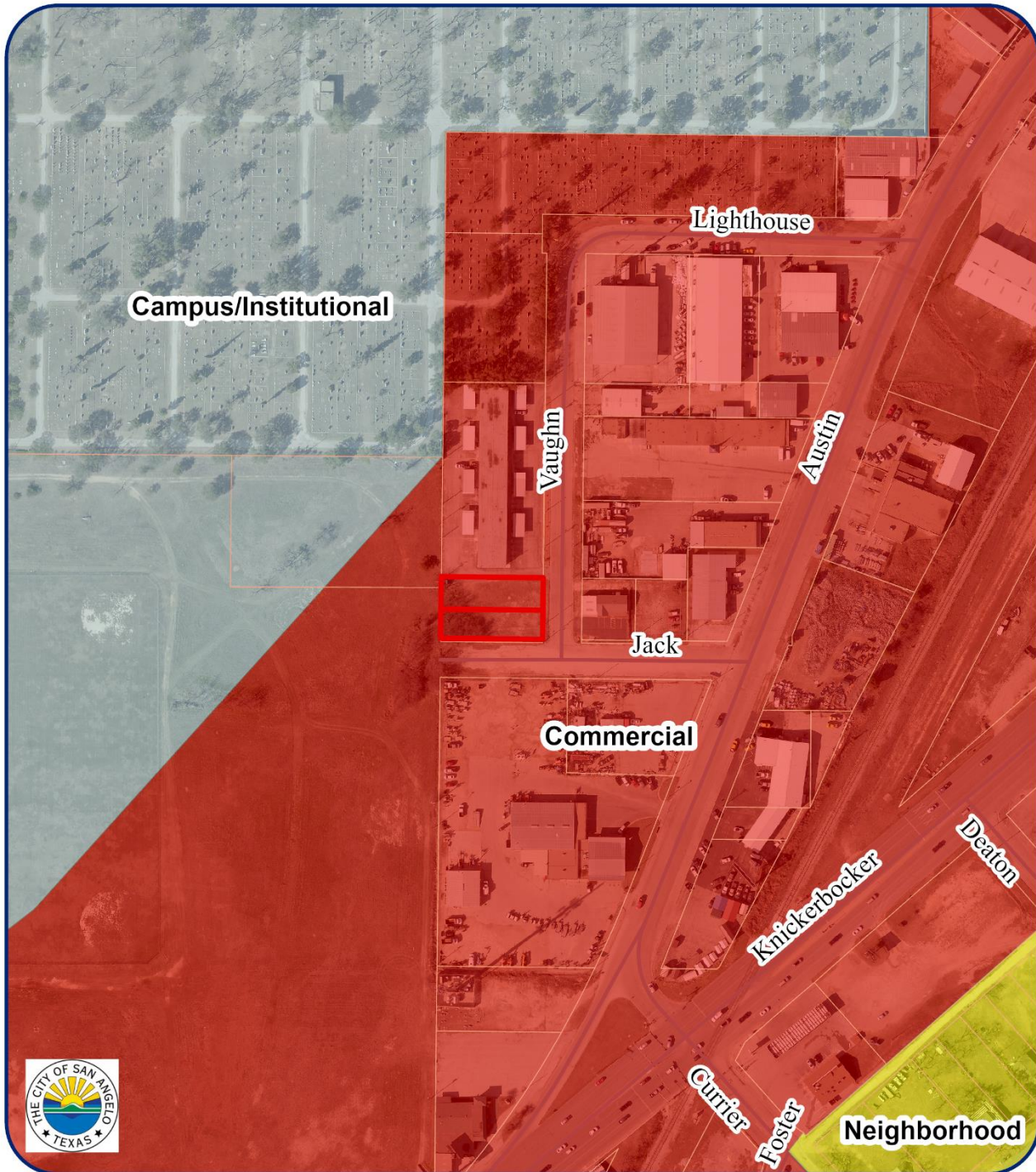
Neighborhood: ASU - College Hills

Scale: 0 0.01 0.02 0.04 0.06 0.08 Miles

Subject Properties: —

N





Vision Plan Map

Case # Z24-13 2025 & 2029 Vaughn St

Council District: #5 Karen Hesse Smith

Neighborhood: ASU - College Hills

Scale: 0 0.01 0.02 0.04 0.06 0.08
Miles

Subject Properties:







AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY .0342 ACRES LOCATED AT 2025 AND 2029 VAUGHN STREET**; FROM GENERAL COMMERCIAL (CG) TO THE LOW-RISE MULTIFAMILY (RM-1) ZONING DISTRICT, PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z24-13: 2025 & 2029 Vaughn St.

WHEREAS, on the 19th day of August 2024, 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 Low-Rise Multifamily (RM-1) Zoning District; and,

WHEREAS, on the 17th day of September 2024, City Council held a public hearing on Z24-13, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

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

The real property generally located 2025 and 2029 Vaughn Street, being approximately .0342 acres described as Lots 11 and 12, Block 4, South Angelo Addition, save and except the south 5 feet of Lot 12, Block 4, South Angelo Addition, within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance. (“Zone Change Map”).

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 (**“Zone Change Map”**).

SECTION 3: 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 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 5: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **17th day of September 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **1st day of October 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

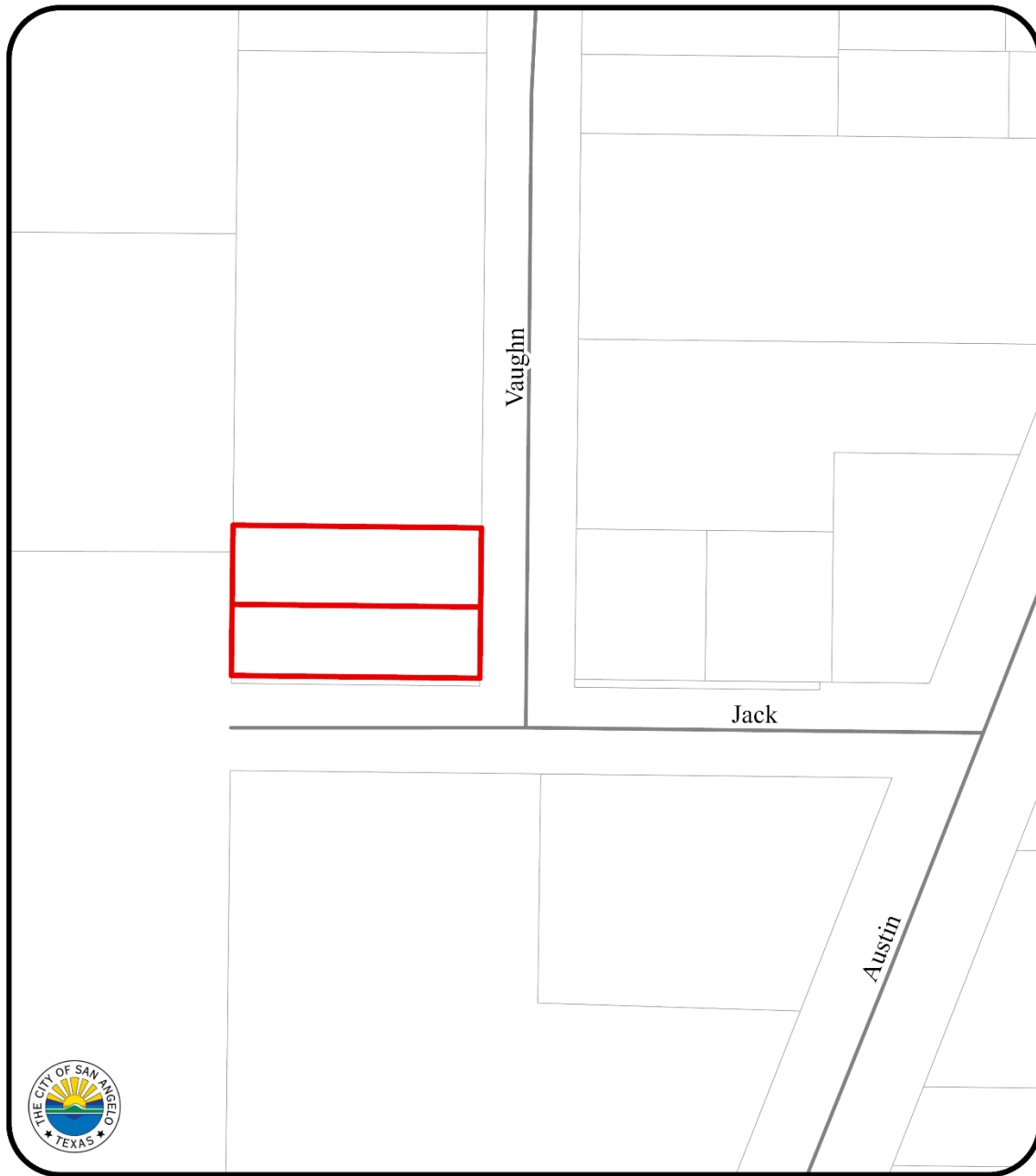
ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

Exhibit "A" (Zone Change Map)



Ordinance Map

Case # Z24-13 2025 & 2029 Vaughn St

Council District: #5 Karen Hesse Smith

Neighborhood: ASU - College Hills

Scale: 0 0.01 0.02 0.02 0.03 Miles

Subject Properties: 

Existing Zoning: CG/CH

Requested Zoning: RM-1

N



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carl White, Parks and Recreation Director, Parks and Recreation

Meeting Date: October 1, 2024

Item type: Regular Item

Caption:

Consider a resolution to waive the rental fee of \$10,000 required to be paid by the Southern Drag Boat Race Association for the events at Lake Nasworthy (Presentation made by Parks and Recreation Director Carl White)

Staff Recommendation:

Direction from Council
Adopt

Summary/History:

The Southern Drag Boat Association is requesting the waiving of the \$10,000.00 rental fee related to the annual drag boat race events at Lake Nasworthy for this year, 2024. Their justification is stated in their attached letter of request. In short, the reasons are rising costs for production of the events and the important economic impact to the city.

Funding Source(s):

Financial Impact:

Adopting this resolution would reduce payment to the City for rental of the parks for the events from \$10,000.00 to \$0.

Revenue for this rental is used to cover costs for maintenance of the lake parks.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | SE application drag boat races 2024 | SE application drag boat races 2024.pdf |
| 2. | 50th 2024 City Council SA | 50th 2024 City Council SA.pdf |
| 3. | Dinning - Spring Creek San Angelo SDBA Race - Jun 22, 2023 - Jun 26, 2023 (1) | Dinning - Spring Creek San Angelo SDBA Race - Jun 22, 2023 - Jun 26, 2023 (1).pdf |
| 4. | Property Overview - Showdown 2023 | Property Overview - Showdown 2023.pdf |
| 5. | Visitors By Origin Spring Creek San Angelo SDBA Race zipcode (2) | Visitors By Origin Spring Creek San Angelo SDBA Race zipcode (2).csv |

- | | | |
|----|--|--|
| 6. | Visits Trend - Spring Creek San Angelo SDBA Race - Jun 22, 2023 - Jun 26, 2023 (1) | Visits Trend - Spring Creek San Angelo SDBA Race - Jun 22, 2023 - Jun 26, 2023 (1).pdf |
| 7. | Agreement Drag Boat Races Executed 2024 | Agreement Drag Boat Races Executed 2024.pdf |
| 8. | Resolution Drag Boat Fee Waiver | Resolution Drag Boat Fee Waiver.docx |

Presentation:

Carl White

Approvals/Reviews:

Carl White

Carl White

Theresa James

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

City of San Angelo – Special Event Application (ver. June 15, 2015)

Complete and return this application to the City of San Angelo Parks and Recreation Department Office at 702 South Chadbourne St. at least **30 days** prior to the event for events not requesting City Support, at least **90 days** for events requesting City Support.

Event Information	
Event Name: Showdown in San Angelo/SDBA San Angelo Finals	
Event Date(s) and Hours: June 29-30/Sept 27-29, 2024	Event Purpose & Description: Drag Boat Races
Event Location(s): Spring Creek Middle Concho Grassy Meadows	
Attendance, Estimated Daily/Overall: 2000 / 4000	
Type of Event (Check one – see Special Events Policy for additional information) ☐ Non-Profit Event ☐ City Operated/Sponsored Event ☐ Political or Ballot Issue Event ☐ Parade, Block Party, Road Run/Walk/Etc – Specify: _____ ☐ other (describe): Drag Boat Races ☐ For-Profit Event ☐ City Co-Sponsored Event <i>* for private events contact Parks & Rec. Admin. at 325-657-4279 for reservations</i>	
Event Sponsor Information	
Legal Business Name: SDBA LLC	
Address: 6410 County Road 120 Marble Falls TX 78654	
Mailing Address: PO Box 28 Burnet, TX 78611	
Telephone: 830-385-3106	Email Address: david.carroll810@gmail.com
Contact Name: David Carroll	Title: Series Director
Contact Number: 830-385-3106	Email Address: david.carroll810@gmail.com
Event Information (continued)	
Estimated date/time for set up: June 24/Sept 23..8am	Describe set up and clean up procedures: Set-up include fencing, pitting, RV set-up, set up track on water, clean-up after the event. <i>*Sponsoring organization may be required to supply a dumpster and portable restrooms.</i>
Estimated date/time for clean up: Aug 1/Sept 30 5pm	
Will street closure and/or use be necessary? ☐ YES ☒ NO If yes, complete the street closure/use form. If yes, show proposed road uses, emergency vehicle access, and barricade locations on your event map. <i>Note that the City of San Angelo does not have authority to close County and State roads.</i>	
Describe crowd and parking control and security plans for this event: <i>Sponsors of an event must have certified police officers present, if required. This requirement, as well as the number of officers needed, will depend on the type of event (including activities), number of anticipated attendees at the event, whether or not alcohol will be consumed at the event, as well as other factors.</i> 4 San Angelo PD officers and 2 San Angelo ambulance and medics to be provided by the City of San Angelo. Lionheart afterhours security for parking and pits provided by the SDBA.	

Event Information (continued)

Will music be provided/included during the event? ☐ YES ☒ NO

Describe type of music proposed: ☐ Live ☐ Amplification ☐ Recorded ☐ Loudspeakers

Proposed time music will begin:

Proposed time music will end:

Describe noise control:

Show proposed location of live band/disc jockey/loudspeakers/equipment on your attached event map

Do you plan to have special event signs and banners? ☒ YES ☐ NO *Signs must conform to City Ordinances*

Describe the general nature of signage used for the event:

Show locations for proposed placement of banners and signs on your attached event map.

Will the event have activities such as inflatables, amusement rides, climbing walls, live animals, etc?

☐ YES ☒ NO *Only inflatable jump vendors who meet insurance requirements and have been pre-approved by the Parks & Recreation Department will be allowed to operate in the parks.*

If yes, describe in detail the types of attractions and activities proposed:

Show locations for all proposed activities on your attached event map.

Will the event have food, beverage, or concessions? ☒ YES ☐ NO

See Section F of the Special Events Policy for health department approvals and temporary food license requirements.

Describe in detail the general nature and scope of food, beverage, and concessions vendors:

All vendors will meet city requirements

Show locations for proposed placement of food, beverage, and concessions vendors on your attached event map.

Do you plan to have alcohol served at this event? ☐ YES ☒ NO

Public events which sell alcohol must use the services of the City's Concessionaire. The Parks & Recreation Staff can provide you with the contact information for the Concessionaire.

If alcohol is present at the event, describe measures to be taken to prohibit the sale and distribution of alcohol to minors:

Will the following be placed or located in the event area?

No stakes of any kind allowed on any walkway, roadway, or other hard surface.

<u>Item</u>	<u>Quantity</u>	<u>Item</u>	<u>Quantity</u>
☐ Booths:	_____	☐ Tables:	_____
☐ Tents*:	_____	☐ Trash cans:	_____
☐ Awnings:	_____	☐ Portable Toilets:	_____
☐ Canopies:	_____	(may be required depending on event)	
☐ Rides:	_____	☐ other (describe):	_____

* Tents that exceed 120 square feet of area will require special permit. Contact Permits Office at 657-4421/2.

You must attach a plan of the proposed event map and layout. Include the proposed location of booths, tents, tables, portable toilets, rides, routes, etc.

Event Information (continued)**Application Check List (failure to provide necessary documentation will delay application review and approval)**

I have attached the following items:

- ☐ Completed Application ☐ Application Non-Refundable Permit Fee of \$35.00 ☐ Deposit (see policy)
- ☐ Certificate of Insurance (10 business days prior to first day of event) ☐ Street use and/or closure permit (if required)
- ☐ Detailed Event Map (showing road uses, signage, vending, tent, and activity locations, etc. Maps can be found on Google earth or www.cosatx.us, look under DEPARTMENTS & SERVICES > GEOGRAPHICAL INFORMATION SYSTEMS > Online mapping > Launch interactive online map)
- ☐ Temporary Health Permit (if required) Will be provided at time of the event.

If any document is missing, please explain:

The applicant and sponsoring organization understands and agrees to:

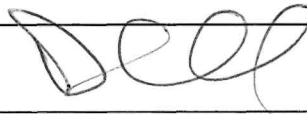
- provide a certificate of insurance with all coverage deemed necessary for the event, name the City of San Angelo as an additional insured on all applicable policies, and submit the certificate to the City Risk Management Office no later than 10 business days prior to the event (contact the Risk Management Office at 325-657-4359);
- comply with all City and County ordinances and applicable state laws, comply with City policies, and acknowledge that the special events permit does not relieve the applicant or sponsoring organization from meeting any application requirements of law or other public bodies or agencies; and
- promptly pay any billing for City services rendered or deemed necessary as part of the event and event approval.

Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's Special Events Policy. The applicant and sponsoring organization understand that it may be necessary to meet with City staff during the review of this application and that City Council approval may be necessary. The applicant agrees the sponsoring organization will operate the event in conformance with the written approval.

Sponsors of events, in which food and/or beverage vendors will be present, must contact the City of San Angelo Health Department **90 days** prior to the event date. **Contact the City of San Angelo Health Department at 325-657-4493.**

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of the Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Applicant Signature: David Carroll



Date: February 17th 2024

Complete and return this application to the City of San Angelo Parks and Recreation Department Office at 702 South Chadbourne St. at least 30 days prior to the event for events not requesting City Support or at least 90 days prior for events requesting City Support. Contact the Parks & Recreation Department at 657-4279/4450 if you have any questions about this application, this policy, or your event.

**Final
Approval:**

Date:

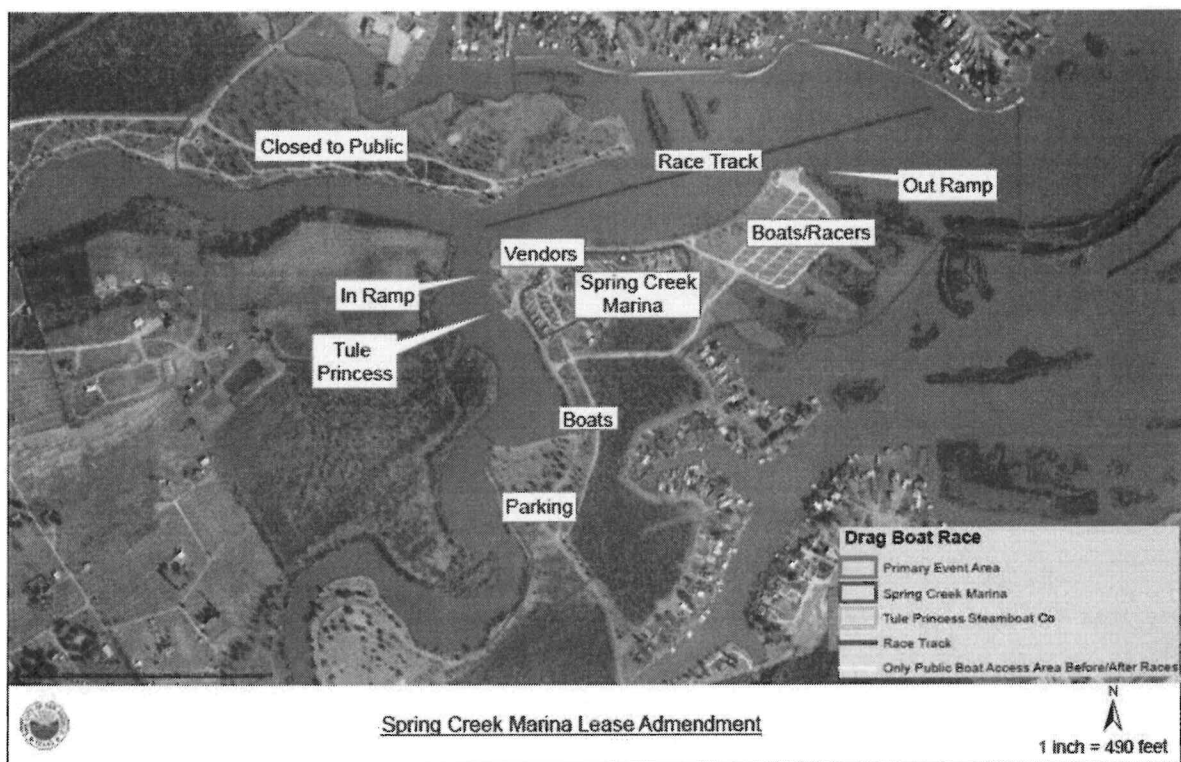
**Application
Receipt Date & Time:**

EXHIBIT "A"

Description and Depiction of Leased Premises

Spring Creek Park being sixty (60) acres more or less and located adjacent to the waters of Lake Nasworthy, City of San Angelo, Tom Green County, Texas, as depicted on following diagram.

Middle Concho park being ninety (90) acres more or less and located adjacent to the waters of Lake Nasworthy, City of San Angelo, Tom Green County, Texas, as depicted on following diagram.





San Angelo City Council

SUBJECT: Southern Drag Boat Association (SDBA) San Angelo Finals Drag Boat Race.

I am writing to you today on behalf of the Southern Drag Boat Association's races held at Spring Creek Marina in June and September. The Drag Boat Races has been held in San Angelo at Spring Creek Marina for approximately 20 years with the addition of a second race held in September 3 years ago.

The SDBA Races provide quality family entertainment to the community along with bringing participants and race fans from all parts of Texas and beyond. The economic impact to the local economy is substantial since teams and out of town fans stay in local Hotels contributing to the HOT tax funds, they eat at local restaurants, shop at local retail and grocery stores, purchase fuel and convince items at local gas stations and so on. The SDBA pays the City of San Angelo for use of Law Enforcement and EMT's that stay on stand-by while the race is in progress. The cost per day for these two services is \$1827.50 per day for the June 2-day race total of \$3655.00 and the September 3-day race total of \$5482.50. We hire a Local Security Company to keep watch during the evening hours when local Law Enforcement is not present at a cost of \$640.00 per day. In addition to the amount paid to the city for local Law Enforcement and EMT Services, we are asked to pay an additional \$10,000.00 for use of the park for the event.

With the current condition of the economy and the cost of travel, (hotels, food, fuel and typical maintenance of vehicles and trailers to haul equipment) the association and our teams have had to absorb the increase in cost. At the current cost associated with putting on a race we have had to increase the entry fees for our racers. We respectfully request that the \$10,000 fee be waived for the September 2024 race and all races in the future. Without waiving the \$10,000 fee, we will be forced to increase the cost of weekend admission to our fans. This will most likely cause families that travel from out of town to make the tough decision to stay closer to home. Being most of our racing fans travel from areas outside of San Angelo to enjoy the thrill of Drag Boat Racing, this will create a substantial loss of revenue to the City of San Angelo.

The San Angelo races have proven to be some of our best races and one that our racers have always enjoyed. We respectfully ask you to take our request into consideration and help us continue the tradition of bring quality family entertainment to this wonderful town.

I have attached AI reports from both races in 2023 for you to review.

Respectfully submitted.

A handwritten signature in black ink that reads 'David Carroll'.

David Carroll Race Director SDBA. LLC.

Favorite Chains

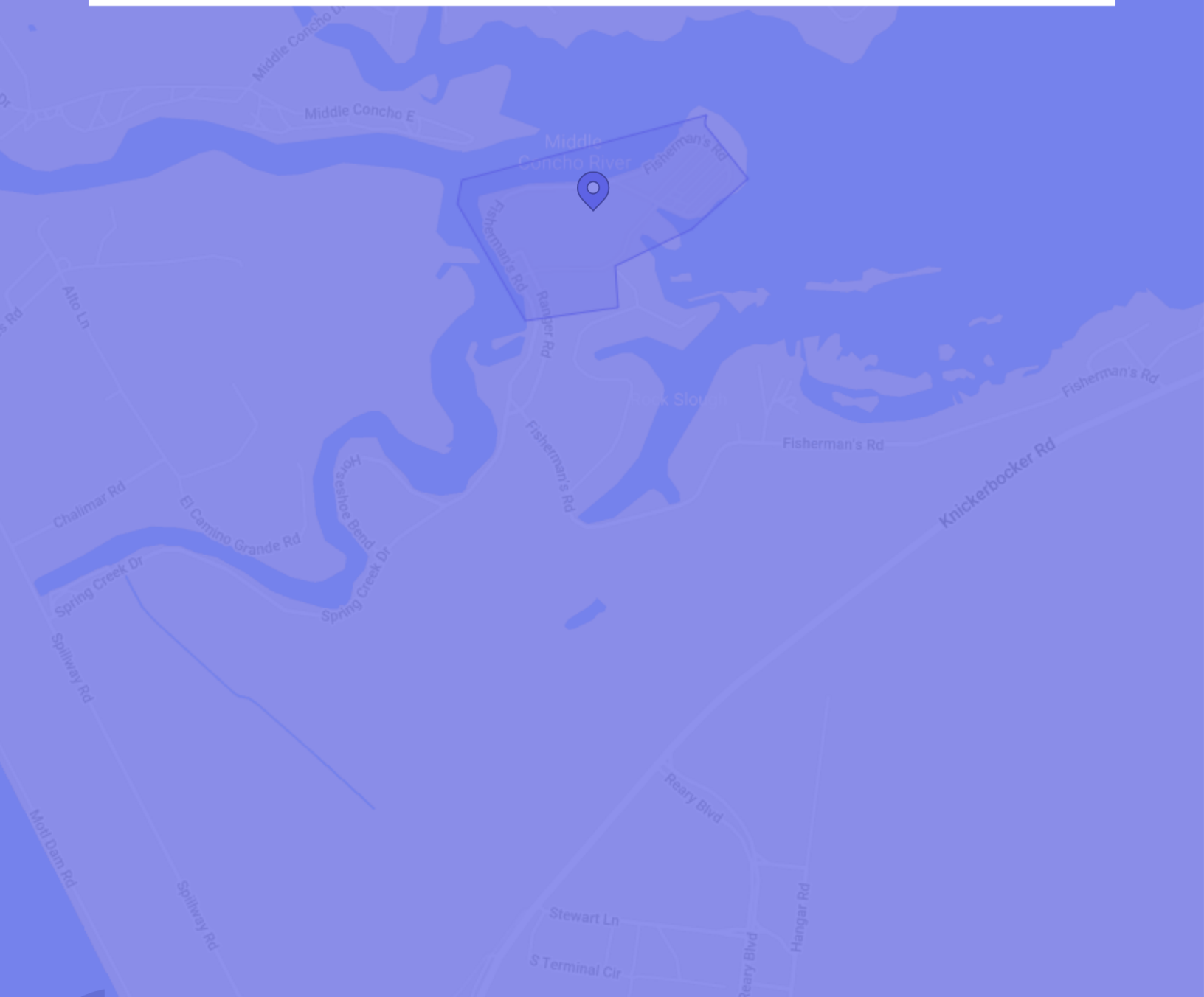
Jun 22 - Jun 26, 2023

Property:

SC

Spring Creek San Angelo SDBA Race

2680 Camper Rd, San Angelo, TX 76904





Favorite Chains

Spring Creek San Angelo SDBA Race / Camper Rd, San Angelo, TX

Rank	Name	Visitors
1	Whataburger / Nationwide	387 (13.2%)
2	Texas Roadhouse / Nationwide	330 (11.3%)
3	Dairy Queen Restaurant / Nationwide	201 (6.9%)
4	Twin Peaks / Nationwide	146 (5%)
5	Hooters / Nationwide	142 (4.9%)
6	SONIC Drive In / Nationwide	106 (3.6%)
7	Cheddar's Scratch Kitchen / Nationwide	102 (3.5%)
8	Olive Garden / Nationwide	100 (3.4%)
9	Chili's Grill & Bar / Nationwide	92 (3.2%)
10	Buffalo Wild Wings / Nationwide	79 (2.7%)
11	China Buffet / Nationwide	75 (2.6%)
12	Chick-fil-A / Nationwide	70 (2.4%)
13	Golden Corral / Nationwide	68 (2.3%)
14	Wendy's / Nationwide	62 (2.1%)
15	Pizza Hut / Nationwide	60 (2.1%)
16	Firehouse Subs / Nationwide	56 (1.9%)
17	McDonald's / Nationwide	55 (1.9%)
18	Los Panchitos / Nationwide	54 (1.9%)
19	Cotton Patch Cafe / Nationwide	53 (1.8%)



Spring Creek San Angelo SDBA Race / Camper Rd, San Angelo, TX		
Rank	Name	Visitors
20	Rosa's Cafe / Nationwide	52 (1.8%)
21	Golden Chick / Nationwide	51 (1.8%)
22	Chipotle Mexican Grill / Nationwide	49 (1.7%)
23	Chicken Express / Nationwide	45 (1.5%)
24	Waffle House / Nationwide	43 (1.5%)
25	SUBWAY / Nationwide	38 (1.3%)
26	Tropical Smoothie Cafe / Nationwide	36 (1.2%)
27	Cicis / Nationwide	35 (1.2%)
28	Pepe's Mexican Restaurant / Nationwide	35 (1.2%)
29	Jamba Juice / Nationwide	32 (1.1%)
30	Taco Bell / Nationwide	32 (1.1%)
31	Red Robin Gourmet Burgers / Nationwide	31 (1.1%)
32	In-N-Out Burger / Nationwide	30 (1%)
33	Gilligan's / Nationwide	27 (0.9%)
34	Pappadeaux Seafood Kitchen / Nationwide	27 (0.9%)
35	Bahama Bucks / Nationwide	24 (0.8%)
36	Panda Express / Nationwide	24 (0.8%)
37	7 Brew Coffee / Nationwide	23 (0.8%)
38	Outback Steakhouse / Nationwide	21 (0.7%)

Favorite Chains

Jun 22 - Jun 26, 2023



Spring Creek San Angelo SDBA Race / Camper Rd, San Angelo, TX		
Rank	Name	Visitors
39	Twisted Root Burger Co. / Nationwide	20 (0.7%)
40	HTeaO / Nationwide	19 (0.7%)
41	Jim's Restaurant / Nationwide	19 (0.7%)
42	McAlister's Deli / Nationwide	19 (0.7%)
43	Huddle House / Nationwide	18 (0.6%)
44	Jimmy's Egg / Nationwide	18 (0.6%)
45	KFC / Nationwide	18 (0.6%)
46	Church's Chicken / Nationwide	17 (0.6%)
47	Bill Miller Bar-B-Q / Nationwide	17 (0.6%)
48	China Star / Nationwide	17 (0.6%)
49	Domino's Pizza / Nationwide	16 (0.6%)
50	Raising Cane's Chicken Fingers / Nationwide	16 (0.6%)

Category: Dining | Min. Visits: 1 | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Property Overview

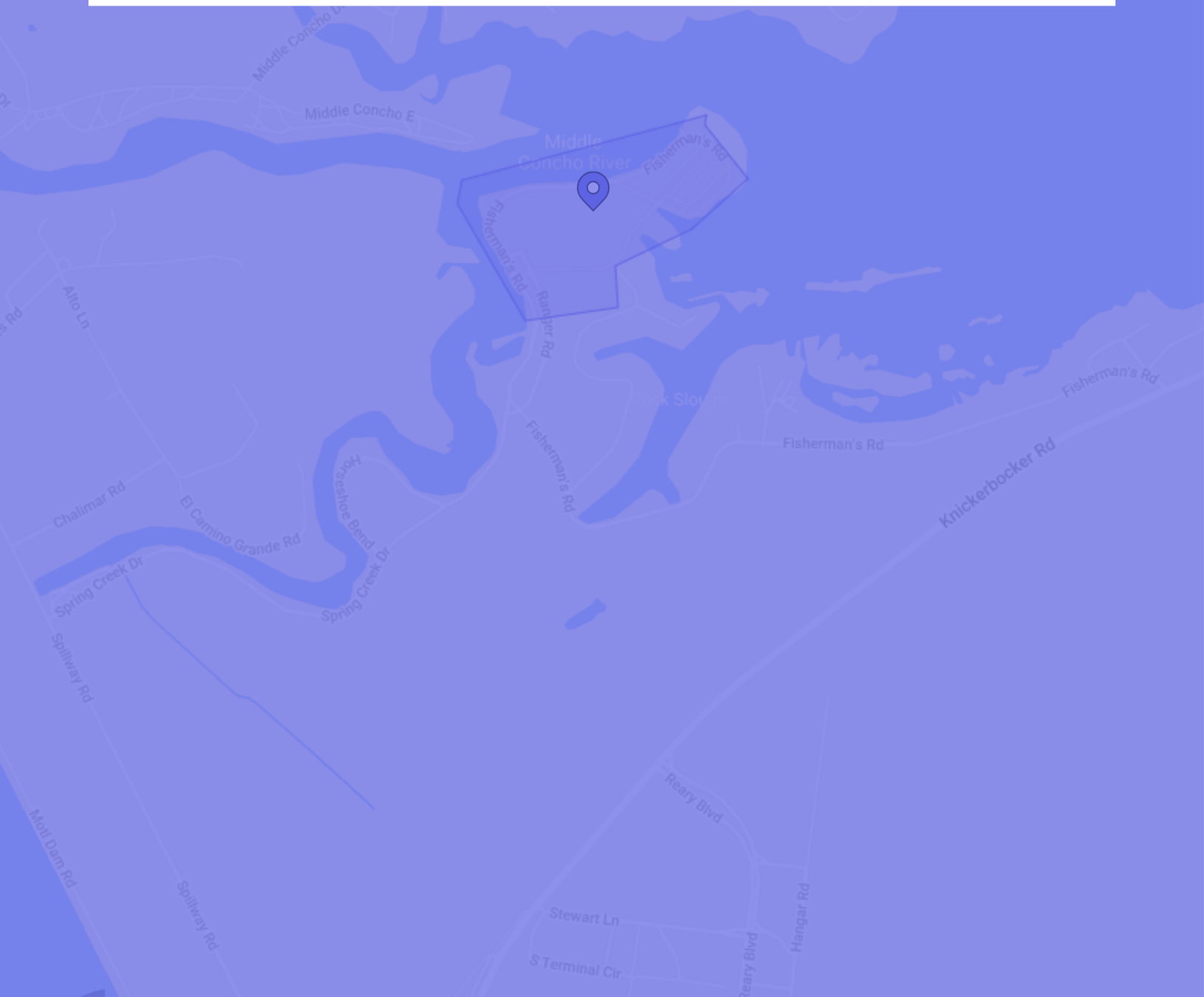
Jun 22 - Jun 26, 2023

Property:

SC

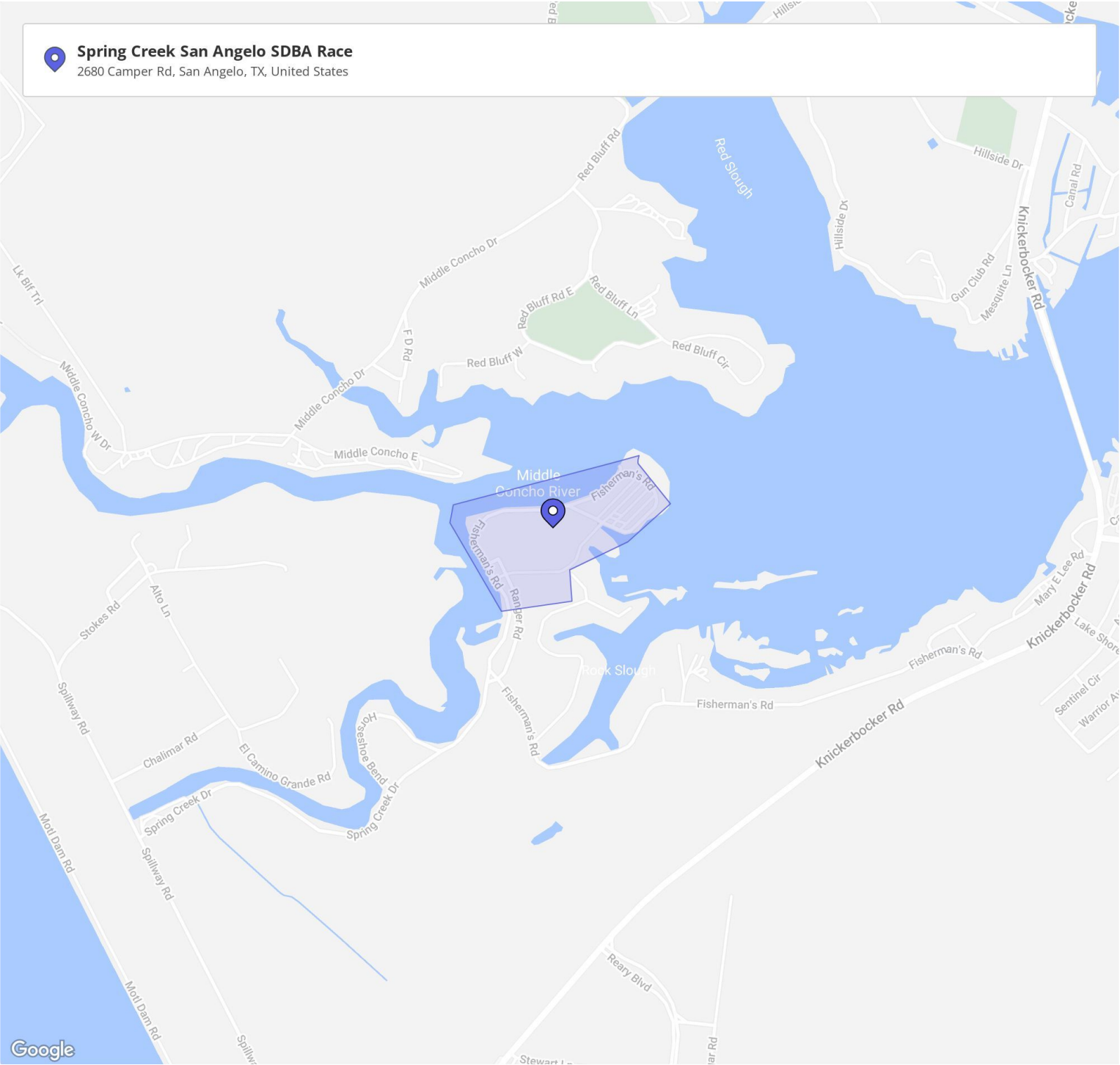
Spring Creek San Angelo SDBA Race

2680 Camper Rd, San Angelo, TX 76904



Property Overview

Jun 22 - Jun 26, 2023



Property Overview

Jun 22 - Jun 26, 2023



Metrics

● Spring Creek San Angelo SDBA ...
2680 Camper Rd., San Angelo, TX 76904

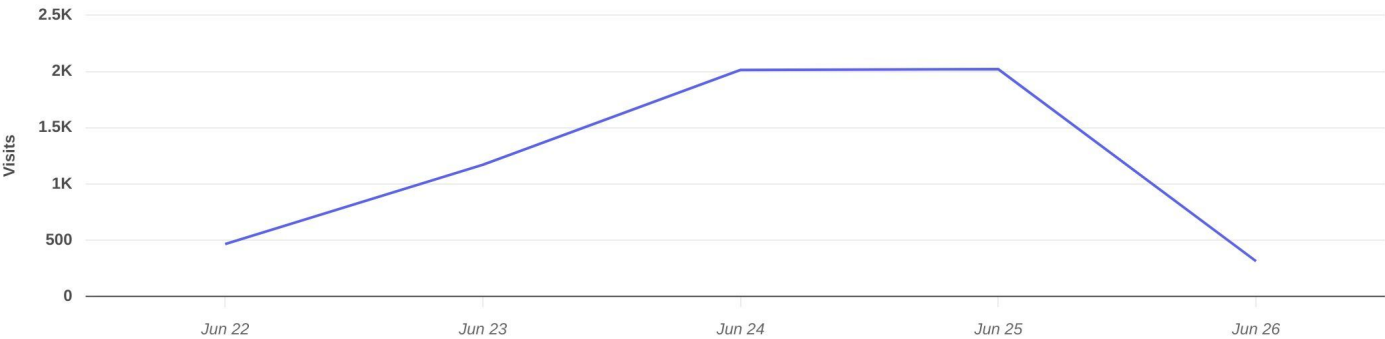
Visits	6K	Avg. Dwell Time	473 min
Visits / sq ft	N/A	Panel Visits	337
Size - sq ft	N/A	Visits YoY	-19%
Visitors	2.9K	Visits Yo2Y	+44%
Visit Frequency	2.05	Visits Yo3Y	+138.9%

Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Visits Trend

● Spring Creek San Angelo SDB...
Camper Rd., San Angelo, TX



Daily | Visits | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Property Overview

Jun 22 - Jun 26, 2023



Audience Overview

Summary

Property	Median Household Income	Bachelor's Degree or Higher	Median Age	Most Common Ethnicity	Persons per Household
 Spring Creek San An... Camper Rd, San Angelo, ...	\$66.9K	27.7%	35.5	White (59.4%)	2.55
 Texas	\$69.7K	31.1%	35.6	White (43.9%)	2.76

Jun 22nd, 2023 - Jun 26th, 2023 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)

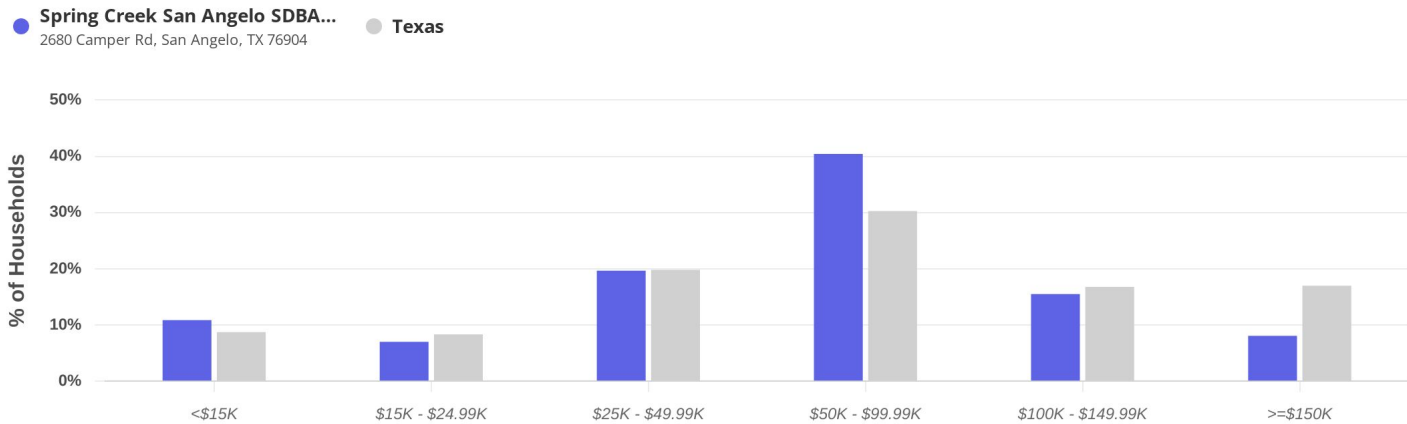


Property Overview

Jun 22 - Jun 26, 2023



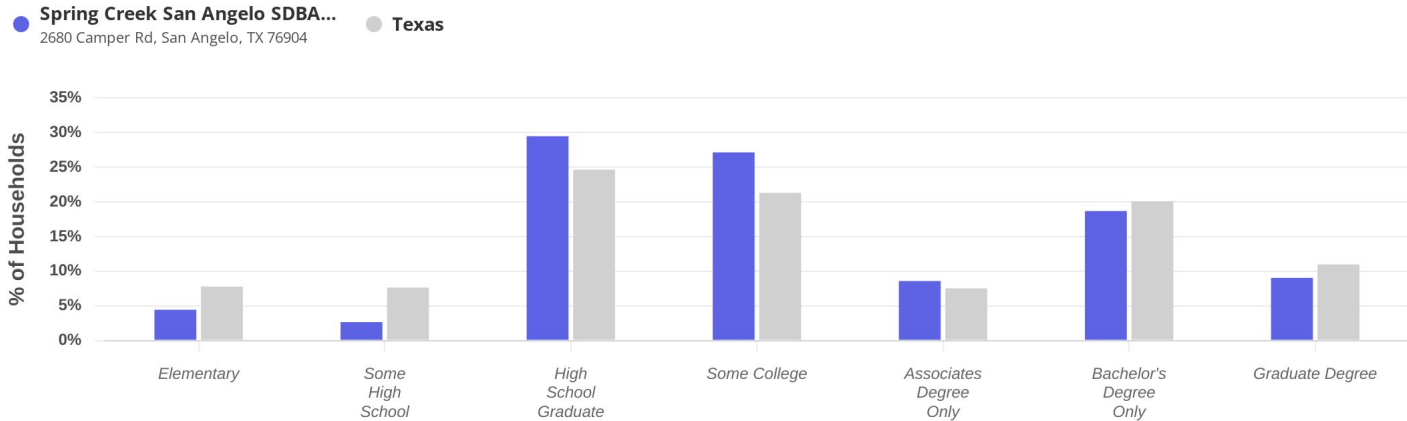
Household Income



Jun 22nd, 2023 - Jun 26th, 2023 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)



Education



Jun 22nd, 2023 - Jun 26th, 2023 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)

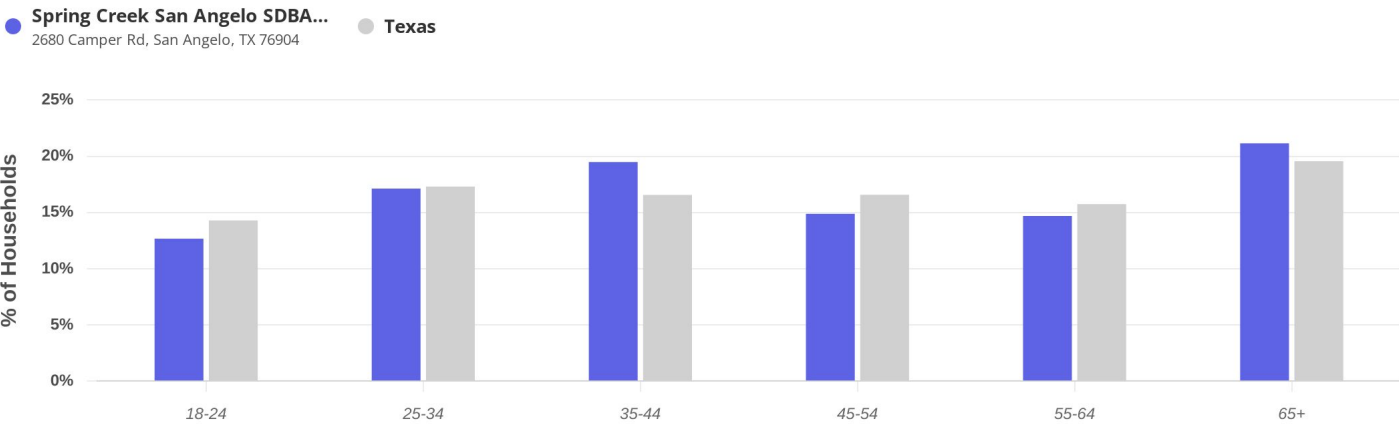


Property Overview

Jun 22 - Jun 26, 2023



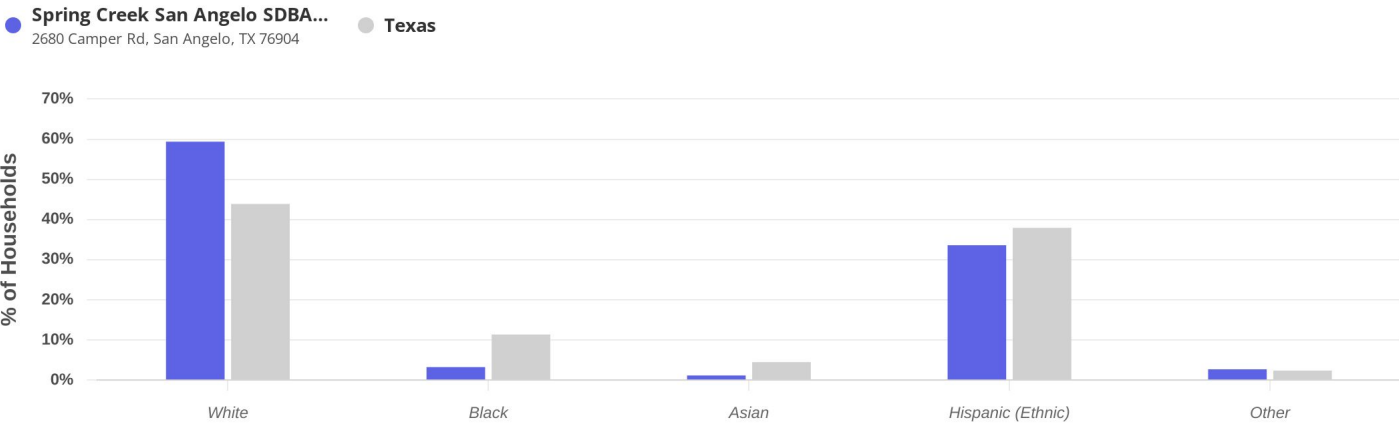
Age



Jun 22nd, 2023 - Jun 26th, 2023 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)



Ethnicity

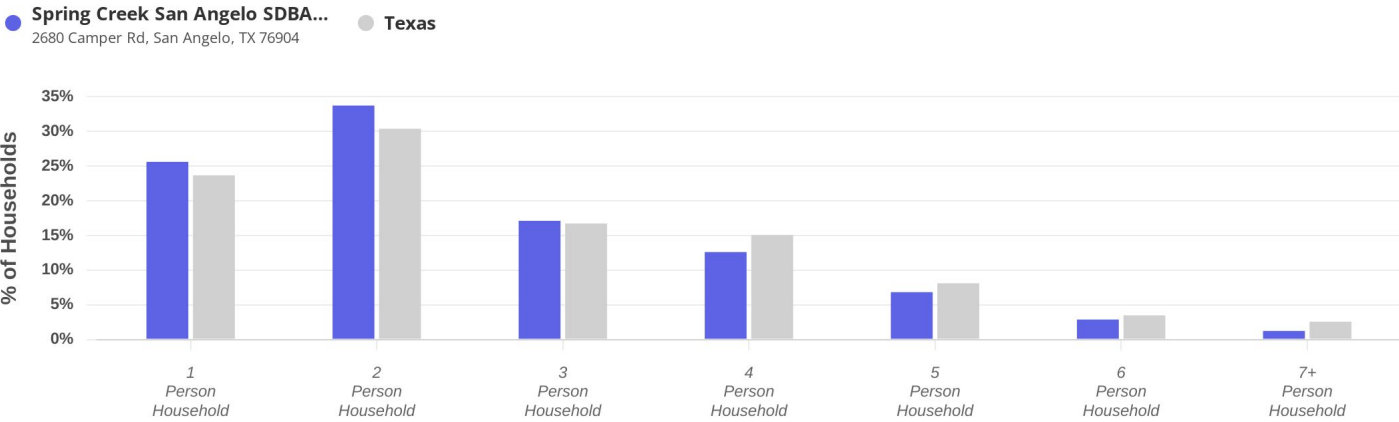


Jun 22nd, 2023 - Jun 26th, 2023 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)





Household Size



Jun 22nd, 2023 - Jun 26th, 2023 | Data Source: STI: Popstats
Data provided by Placer Labs Inc. (www.placer.ai)

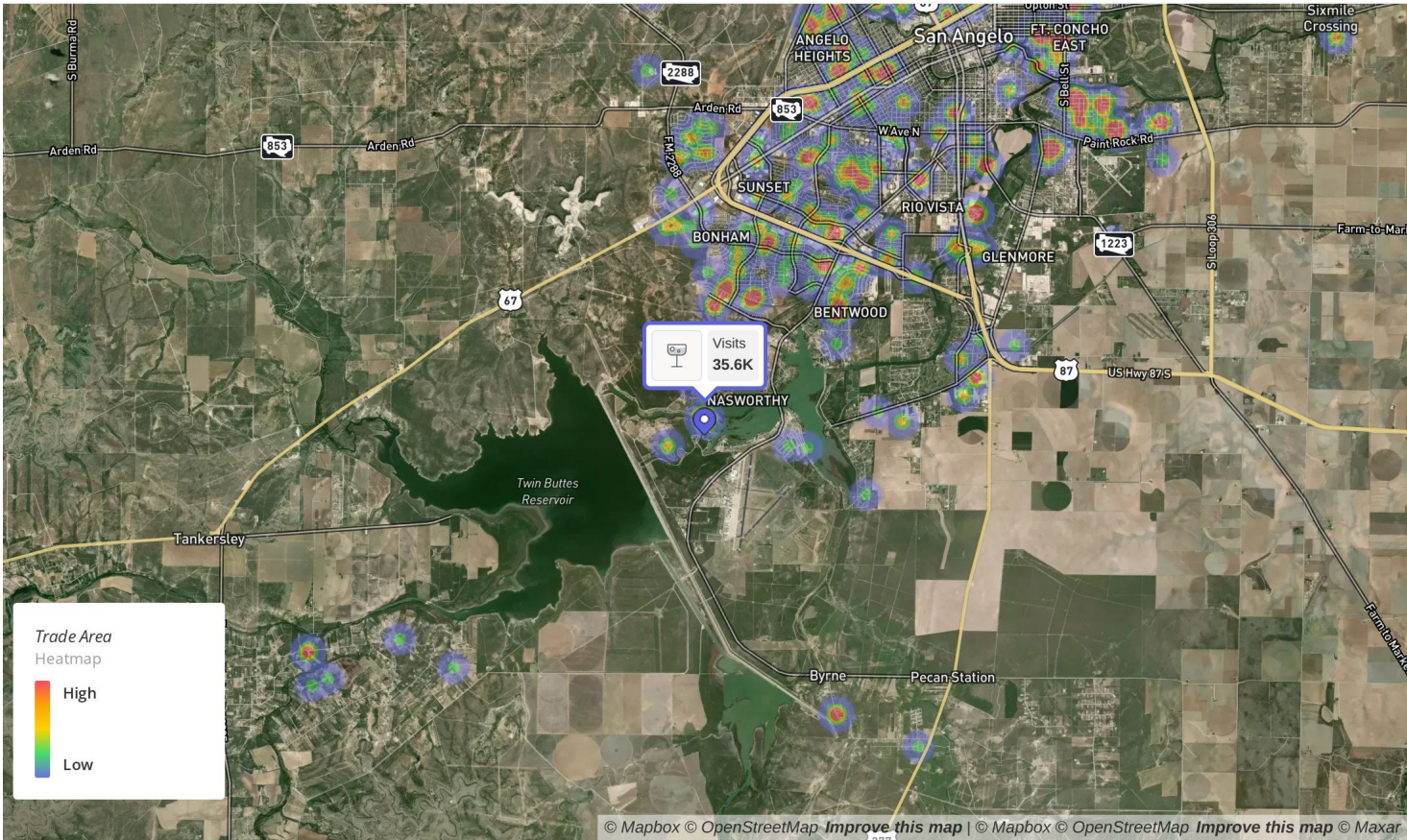


Property Overview

Jun 22 - Jun 26, 2023



Market Landscape



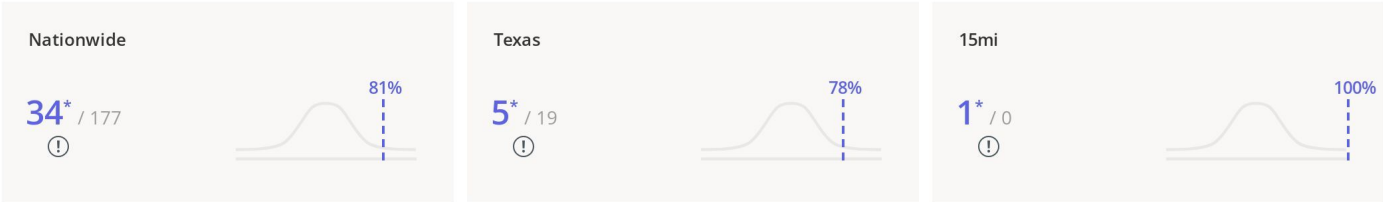
Home locations are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.

Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Ranking Overview

● Spring Creek San Angelo SDB...
2680 Camper Rd, San Angelo, TX 76904



* Ranking only supports 'full-months' - filters and custom dates are ignored. Showing report for: Jun 1st, 2023 - Jun 30th, 2023

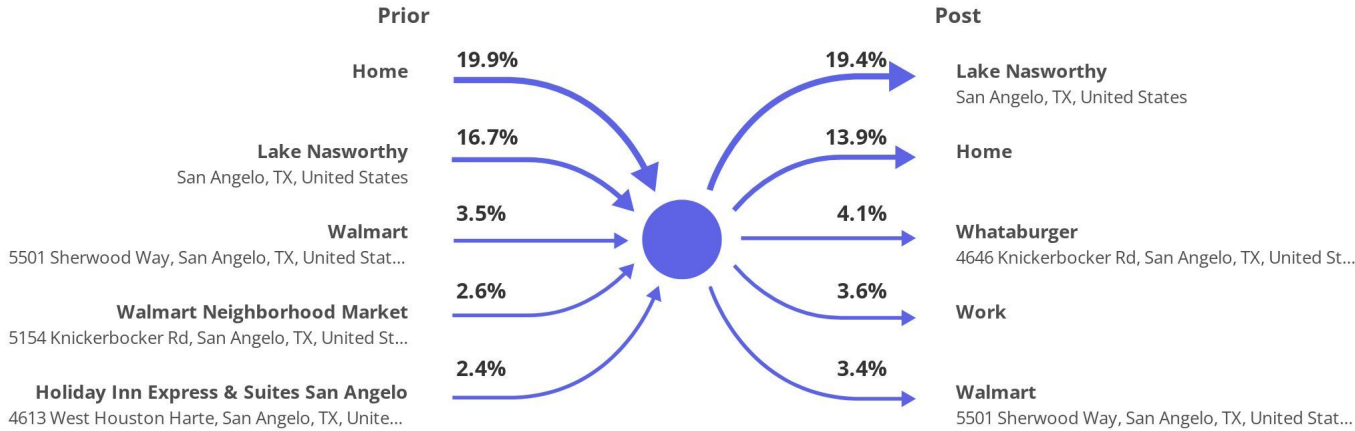
Category: Outdoors & Recreation | Visits | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)





Visitor Journey

● Spring Creek San Angelo SDBA Race
2680 Camper Rd, San Angelo, TX 76904

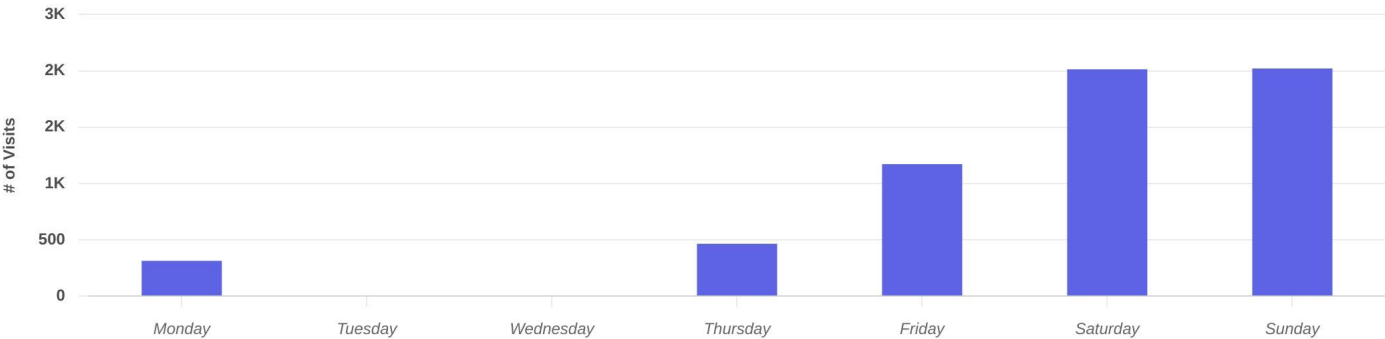


Show by: Location | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Daily Visits

● Spring Creek San Angelo SDB...
2680 Camper Rd, San Angelo, TX 76904



Visits | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)

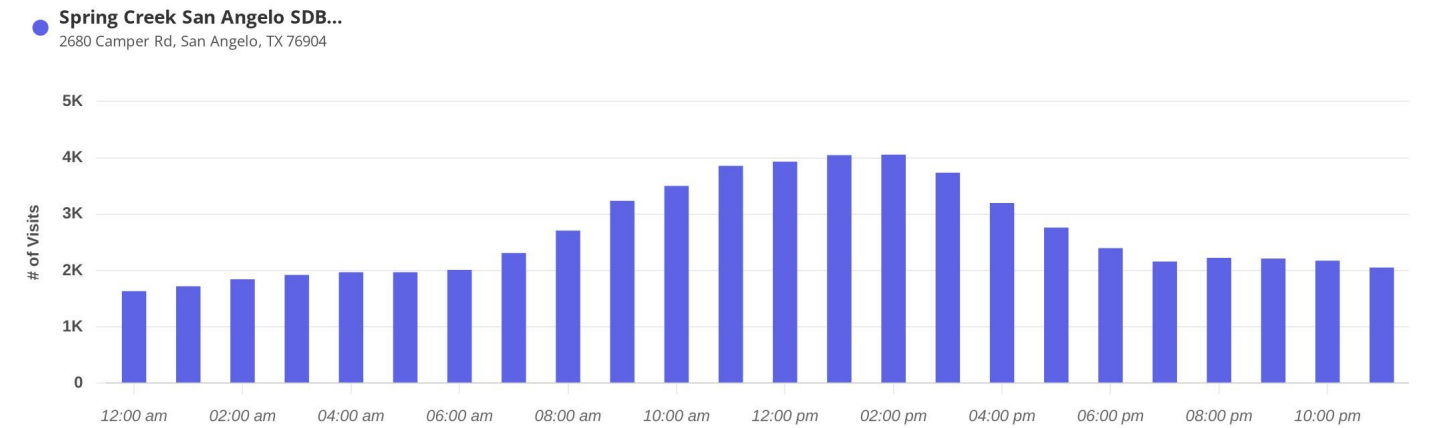


Property Overview

Jun 22 - Jun 26, 2023



Hourly Visits



Visits | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Favorite Places

Spring Creek San Angelo SDBA Race / Camper Rd, San Angelo, TX			
Rank	Name	Distance	Visitors
1	Lake Nasworthy / San Angelo, TX, United States	1.6 mi	2.4K (81.1%)
2	Grassy Meadows Lake Nasworthy / San Angelo, TX, United States	0.1 mi	872 (29.8%)
3	Walmart / 5501 Sherwood Way, San Angelo, TX 76904	3.4 mi	502 (17.2%)
4	Whataburger / 4646 Knickerbocker Rd, San Angelo, TX 76904	3.3 mi	327 (11.2%)
5	Texas Roadhouse / 3057 W 306 Loop, San Angelo, TX 76904	3.3 mi	320 (11%)
6	Walmart Neighborhood Market / 5154 Knickerbocker Rd, San Angelo, TX 76904	2.9 mi	320 (11%)
7	San Angelo Marketplace / 4325 Sunset Dr, San Angelo, TX 76901	4.1 mi	298 (10.2%)
8	H-E-B / 5502 Sherwood Way, San Angelo, TX 76901	3.8 mi	226 (7.7%)
9	Sam's Club / 5749 Sherwood Way, San Angelo, TX 76901	3.3 mi	214 (7.3%)
10	Academy Sports + Outdoors / 4351 Sunset Drive, San Angelo, TX 76901	4 mi	212 (7.3%)

Category: All Categories | Min. Visits: 1 | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



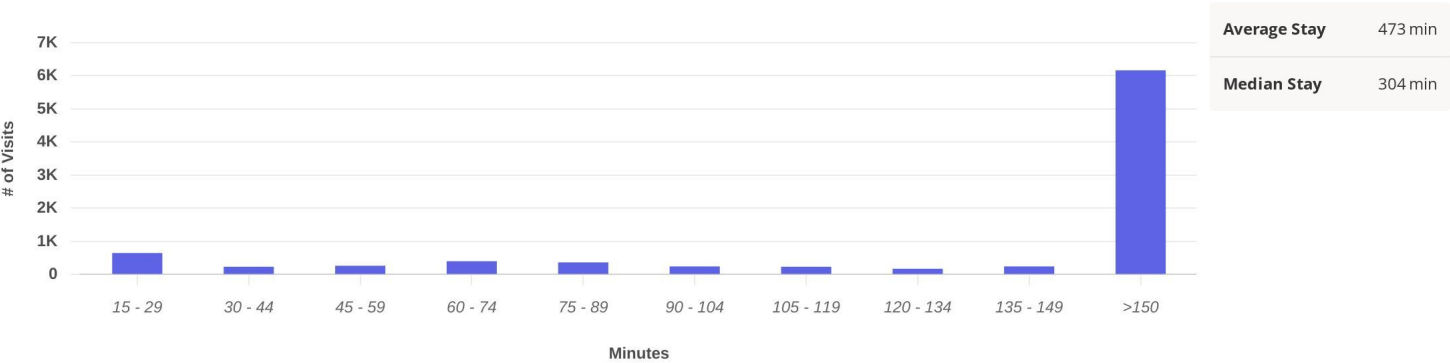
Property Overview

Jun 22 - Jun 26, 2023



Length of Stay

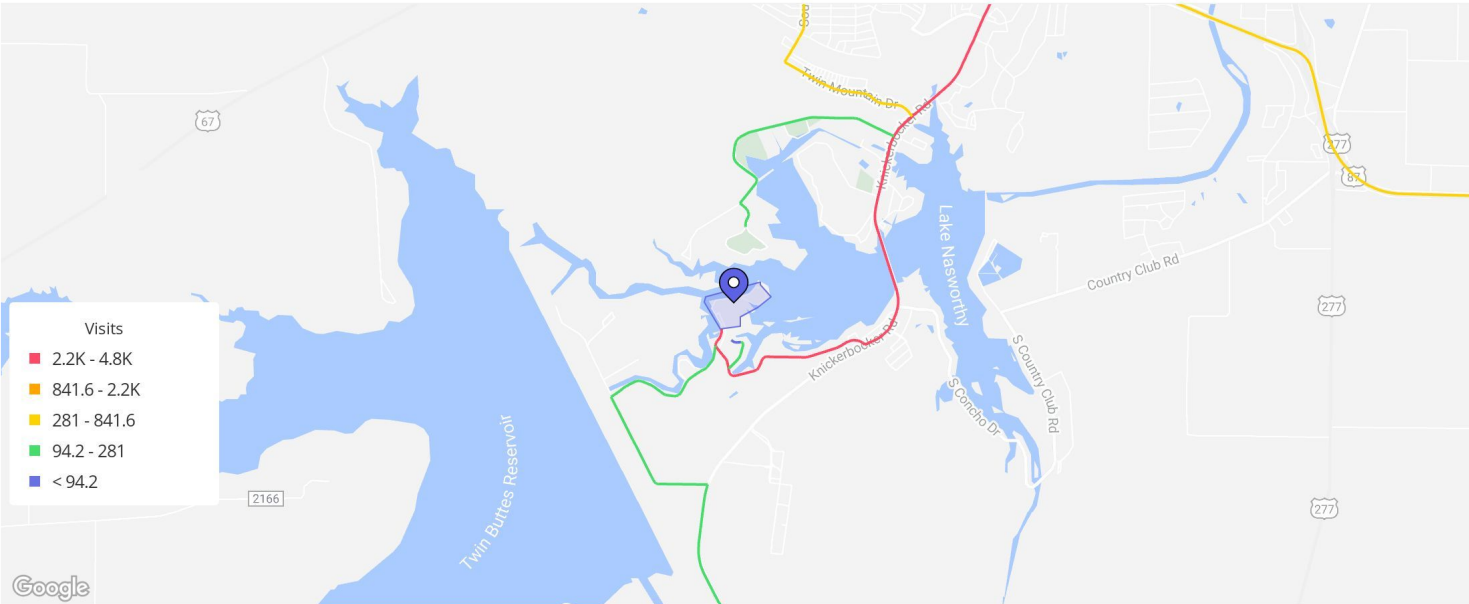
● Spring Creek San Angelo SDBA ...
2680 Camper Rd, San Angelo, TX 76904



Visits | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Visitor Journey - Routes



To protect individual privacy, the beginning points shown for each route are approximations and do not represent actual home locations.

Journey Direction: To Property | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Zip Code	City	State	lat	lng	% of Visits	Visits	YoY Change in Visits
76904	San Angelo	TX	31.29834	-100.464	8.063	482	-33
76901	San Angelo	TX	31.55499	-100.551	6.48	388	115
78063	Pipe Creek	TX	29.6874	-98.9135	4.502	269	203
76905	San Angelo	TX	31.52566	-100.334	4.448	266	126
78233	San Antonio	TX	29.55485	-98.3647	3.655	219	16
76903	San Angelo	TX	31.48777	-100.437	3.613	216	-57
79761	Odessa	TX	31.8569	-102.347	3.52	211	-263
78654	Marble Falls	TX	30.57397	-98.2072	3.211	192	54
76001	Arlington	TX	32.6305	-97.1531	2.806	168	N/A
79707	Midland	TX	32.03243	-102.213	2.453	147	-38
78336	Aransas Pass	TX	27.93829	-97.1769	2.046	122	43
78238	San Antonio	TX	29.4711	-98.6175	2.035	122	N/A
79830	Alpine	TX	29.83438	-103.561	1.968	118	N/A
77077	Houston	TX	29.75097	-95.6125	1.876	112	-18
76958	N/A		N/A	N/A	1.859	111	62
75075	Plano	TX	33.02201	-96.7394	1.628	97	-121
76016	Arlington	TX	32.68993	-97.1914	1.621	97	-8
79706	Midland	TX	31.83519	-102.005	1.476	88	N/A
63341	Defiance	MO	38.66711	-90.7929	1.429	85	0
73017	Cement	OK	34.92901	-98.1187	1.369	82	N/A
78024	Hunt	TX	30.0016	-99.5281	1.349	81	-9
78639	Kingsland	TX	30.66765	-98.4365	1.332	80	-91
76009	Alvarado	TX	32.41779	-97.2026	1.265	76	31
77302	Conroe	TX	30.22353	-95.359	1.225	73	N/A
77802	Bryan	TX	30.66037	-96.3223	1.179	71	14
79764	Odessa	TX	31.90282	-102.47	1.167	70	-71
79720	Big Spring	TX	32.27592	-101.454	1.15	69	41
76935	Christoval	TX	31.15737	-100.563	1.15	69	-4
70615	Lake Charles	LA	30.25367	-93.1248	1.137	68	N/A
76934	Carlsbad	TX	31.61705	-100.742	1.101	66	N/A
78611	Burnet	TX	30.82324	-98.2812	1.087	65	6
78058	Mountain Home	TX	30.19964	-99.3956	1.039	62	N/A
85541	Payson	AZ	34.22434	-111.339	1.026	61	N/A
79705	Midland	TX	32.05439	-102.045	1.007	60	-72
79118	Amarillo	TX	35.09943	-101.737	1.007	60	N/A
78660	Pflugerville	TX	30.44369	-97.5979	0.997	60	N/A
64079	Platte City	MO	39.3608	-94.7953	0.985	59	N/A
78609	Buchanan	TX	30.76482	-98.4854	0.936	56	-7
93308	Bakersfield	CA	35.55481	-118.927	0.908	54	-45
76424	Breckenridge	TX	32.78119	-98.8767	0.86	51	N/A
78052	Lytle	TX	29.21898	-98.7812	0.858	51	N/A
39402	Hattiesburg	MS	31.3429	-89.4211	0.814	49	N/A
78006	Boerne	TX	29.90562	-98.6954	0.773	46	N/A
76861	Miles	TX	31.61373	-100.194	0.772	46	-96
78003	Bandera	TX	29.72351	-99.1016	0.772	46	N/A
75076	Pottsboro	TX	33.80736	-96.7087	0.752	45	-6
75143	Kemp	TX	32.36311	-96.2516	0.747	45	-67
78056	Mico	TX	29.54824	-98.8963	0.685	41	-32
79605	Abilene	TX	32.43556	-99.7863	0.68	41	N/A
88240	Hobbs	NM	32.62177	-103.342	0.655	39	N/A
77385	Conroe	TX	30.18879	-95.4224	0.625	37	-7

79762	Odessa	TX	31.91353	-102.346	0.622	37	N/A	
76058	Joshua	TX	32.46392	-97.4186	0.612	37		-7
75060	Irving	TX	32.7986	-96.9528	0.587	35	N/A	
78605	Bertram	TX	30.76026	-98.0481	0.578	35	N/A	
78112	Elmendorf	TX	29.21425	-98.3703	0.565	34	N/A	
78066	Rio Medina	TX	29.49039	-98.8883	0.528	32	N/A	
77447	Hockley	TX	30.03989	-95.8253	0.522	31	N/A	
76065	Midlothian	TX	32.46523	-96.99	0.486	29		-35
78130	New Braun	TX	29.692	-98.0713	0.465	28	N/A	
76502	Temple	TX	31.08513	-97.4067	0.439	26	N/A	
76933	Bronte	TX	31.86987	-100.336	0.334	20	N/A	
76950	Sonora	TX	30.49825	-100.541	0.333	20	N/A	
79758	Gardendale	TX	32.04275	-102.39	0.331	20		6
79703	Midland	TX	31.98011	-102.132	0.321	19	N/A	
76908	Goodfellow	TX	31.43213	-100.404	0.305	18	N/A	
75119	Ennis	TX	32.33043	-96.5927	0.273	16	N/A	
79545	Roscoe	TX	32.38062	-100.541	0.271	16	N/A	
76825	Brady	TX	31.06976	-99.3712	0.262	16		-305
79752	Mc Camey	TX	31.33285	-102.214	0.262	16	N/A	
79606	Abilene	TX	32.35181	-99.8288	0.26	16		-41
76941	Mertzon	TX	31.32072	-100.953	0.255	15		-5
73401	Ardmore	OK	34.19691	-97.1096	0.249	15	N/A	
76945	Robert Lee	TX	31.87561	-100.633	0.235	14		-1
76866	Paint Rock	TX	31.4794	-99.9315	0.233	14	N/A	
77377	Tomball	TX	30.06207	-95.6775	0.225	13	N/A	
76008	Aledo	TX	32.69371	-97.6234	0.183	11	N/A	
79782	Stanton	TX	32.20425	-101.932	0.165	10	N/A	
78840	Del Rio	TX	29.80812	-100.897	N/A		N/A	-279
94089	Sunnyvale	CA	37.42433	-122.017	N/A		N/A	-205
78230	San Antoni	TX	29.54576	-98.5549	N/A		N/A	-154
40324	Georgetow	KY	38.24219	-84.5539	N/A		N/A	-150
76656	Lott	TX	31.19085	-97.0612	N/A		N/A	-144
78013	Comfort	TX	29.99618	-98.8937	N/A		N/A	-136
75706	Tyler	TX	32.46156	-95.3109	N/A		N/A	-135
78664	Round Roc	TX	30.50419	-97.6462	N/A		N/A	-133
62301	Quincy	IL	39.93104	-91.3877	N/A		N/A	-128
78028	Kerrville	TX	30.02592	-99.1563	N/A		N/A	-89
95337	Manteca	CA	37.74097	-121.238	N/A		N/A	-74
79525	Hawley	TX	32.63001	-99.82	N/A		N/A	-68
79745	Kermit	TX	31.8833	-103.012	N/A		N/A	-68
37321	Dayton	TN	35.50381	-85.0093	N/A		N/A	-63
78705	Austin	TX	30.29293	-97.7387	N/A		N/A	-61
76550	Lampasas	TX	31.07776	-98.2002	N/A		N/A	-57
79772	Pecos	TX	31.44768	-103.714	N/A		N/A	-57
75791	Whitehouse	TX	32.2242	-95.2215	N/A		N/A	-49
76071	Newark	TX	33.00666	-97.4869	N/A		N/A	-48
76667	Mexia	TX	31.67502	-96.4762	N/A		N/A	-48
21144	Severn	MD	39.12207	-76.678	N/A		N/A	-43
76020	Azle	TX	32.90393	-97.5612	N/A		N/A	-42
75414	Bells	TX	33.62203	-96.4325	N/A		N/A	-40
75859	Streetman	TX	31.88598	-96.2634	N/A		N/A	-38
79731	Crane	TX	31.42852	-102.516	N/A		N/A	-34

76013	Arlington	TX	32.72029	-97.1568	N/A	N/A	-31
79316	Brownfield	TX	33.11361	-102.335	N/A	N/A	-25
76943	Ozona	TX	30.72297	-101.412	N/A	N/A	-24
78552	Harlingen	TX	26.20065	-97.775	N/A	N/A	-23
78676	Wimberley	TX	30.03806	-98.1451	N/A	N/A	-23
28544	Midway Pa	NC	34.73551	-77.3074	N/A	N/A	-21
75092	Sherman	TX	33.64824	-96.7001	N/A	N/A	-17
79714	Andrews	TX	32.30504	-102.638	N/A	N/A	-16
76448	Eastland	TX	32.40024	-98.7971	N/A	N/A	-16
79765	Odessa	TX	31.94828	-102.33	N/A	N/A	-8

Visits Trend

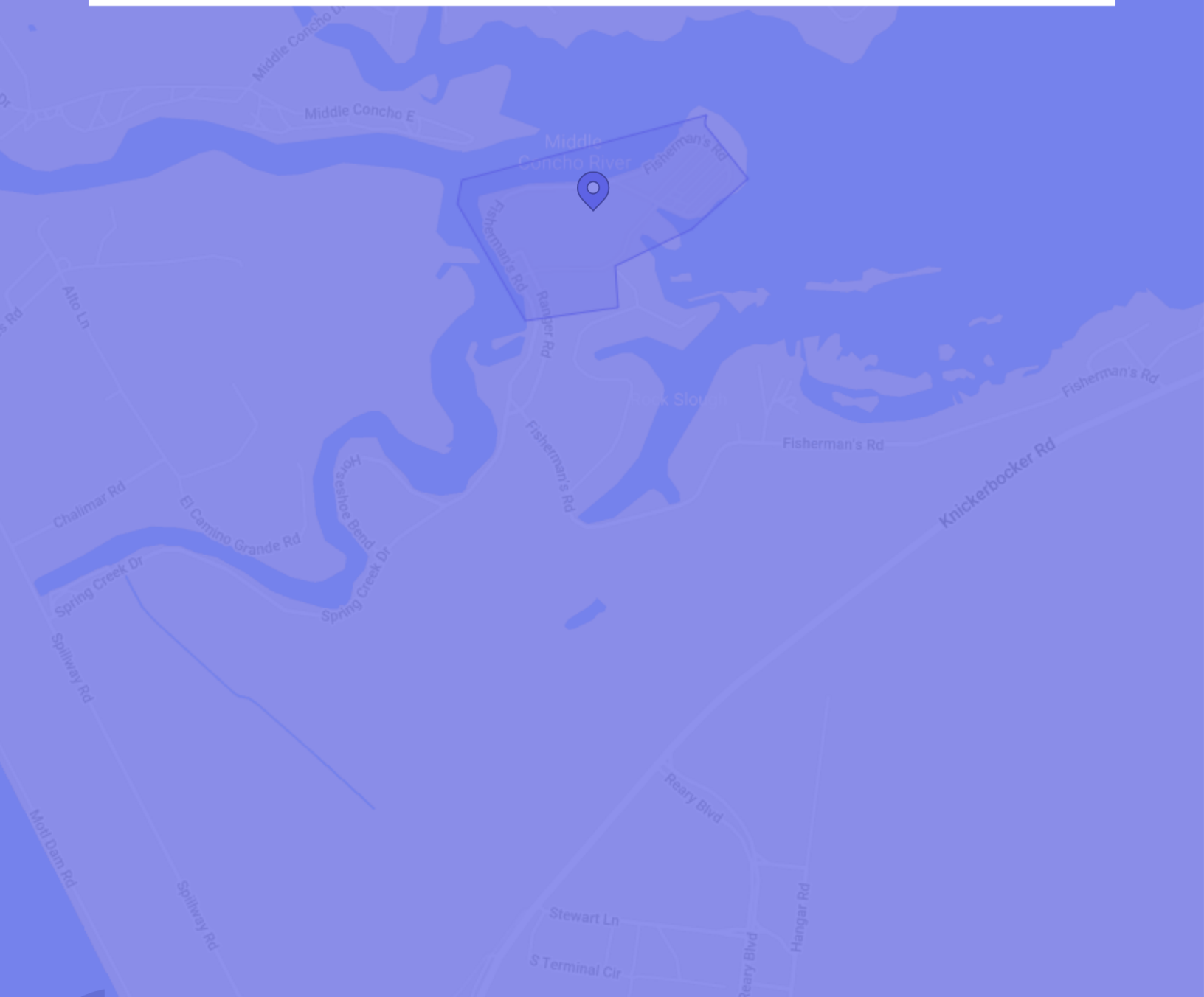
Jun 22 - Jun 26, 2023

Property:

SC

Spring Creek San Angelo SDBA Race

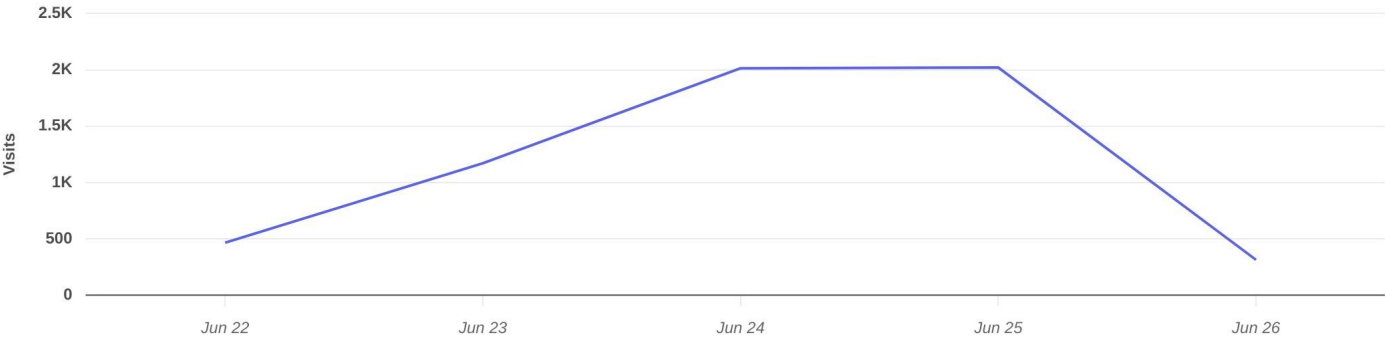
2680 Camper Rd, San Angelo, TX 76904





Visits Trend

● Spring Creek San Angelo SDB...
Camper Rd, San Angelo, TX



Daily | Visits | Jun 22nd, 2023 - Jun 26th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



**SPECIAL EVENT CONTRACT
BY AND BETWEEN
THE CITY OF SAN ANGELO
AND
SOUTHERN DRAG BOAT ASSOCIATION**

This Special Event Contract (“Agreement”) effective June 24, 2024, (“Effective Date”) is entered into by and between the City of San Angelo, a Texas home rule municipal corporation (“City”), and the Southern Drag Boat Association (“SDBA” or “Promoter”).

RECITALS

WHEREAS, SDBA desires to be the promoter and sponsor of an annual drag boat racing event called the “SHOWDOWN IN SAN ANGELO” (the “Event”) on the waters of Lake Nasworthy, a lake owned by the City of San Angelo, Texas, and on lake parkland; and,

WHEREAS, the City Council, pursuant to Chapter 9, Division 4 “Special Events” of the San Angelo Code of Ordinances may authorize special events with temporary variances from prohibitions and requirements of city ordinances, for sporting and recreational purposes on Lake Nasworthy; and,

WHEREAS, on April 16, 2024, pursuant to consideration of factors set forth in Section 9.01.051 of the Code of Ordinances, the Council authorized two special events known as the SHOWDOWN IN SAN ANGELO and the SDBA SEASON FINALS on the waters of Lake Nasworthy to be promoted and sponsored by SDBA upon terms and conditions included herein.

NOW THEREFORE, for and in consideration of the premises, undertakings, and mutual covenants of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of the parties, City and SDBA agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

Section 2. Lease of Park Land. (a) Leased Premises. These Special Events shall include the lease by City as Landlord to Promoter as Tenant of the following parklands from 6 a.m. on June 24, 2024, through 4 p.m. on July 1, 2024, and 6 a.m. on September 23, 2024, through 4 p.m. on September 30, 2024, for Ten Thousand and No/100 Dollars (\$10,000) inclusive of three (3) days on which each event is to be conducted, plus the five (5) days preceding each event for set up and two (2) days immediately following the last day of each event for tear down and clean up, for a total lease term of twenty (20) days:

Spring Creek Park and Middle Concho Park as more particularly described and depicted on **Exhibit “A”**, attached hereto and made a part of this Agreement for all purposes (hereinafter collectively the “Leased Premises”).

Rent for Leased Premises shall be payable in advance of the event and shall accompany the required Application for Special Event to be submitted to the Director.

(b) Landlord Preparation. The City shall prepare the Leased Premises just prior to the Tenant's set-up day for each lease term by mowing the grass and removing trash. Tenant shall be solely responsible for set up, tear down, and clean-up of the Leased Premises following each special event.

(c) Tenant Public Fees. Fees charged by Tenant for access to or use of Leased Premises during a special event shall be subject to pre-approval by the Director.

(d) Security. In addition to rent, Tenant shall be solely responsible for providing reasonable security for the authorized special event and use of Leased Premises, as approved by the San Angelo Police Department.

(e) Miscellaneous Lease Provisions.

- i. Tenant may operate all-terrain vehicles in and about the Leased Premises;
- ii. Tenant may designate or restrict access to areas for parking, camping, vendors, racers and crews, and spectators. No RV camping not sponsored by Tenant will be allowed at Spring Creek, except on property under separate lease to a third party that is utilized for RV parking which Tenant shall permit continuous ingress and egress across Leased Premises for RV park purposes.
- iii. Tenant is permitted to set up Tents and post signs subject to regulation set out in the Special Event Permit or as otherwise directed by the Director.
- iv. Tenant may close park driveways on Leased Premises as approved by the Director and designated by Tenant on maps.
- v. Tenant may prohibit access to the race area by unauthorized persons and boats until after the track is disassembled within the tear down period provided for.
- vi. Tenant may restrict access to the Leased Premises for exclusive use of Tenant for Special Event purposes for the time periods designated in the Permit.
- vii. Tenant may prohibit awnings and coolers larger than 50 quarts in the designated spectator viewing and vending areas.
- viii. Tenant may prohibit camping at locations in the Leased Premises, other than in the designated RV vehicle parking areas.
- ix. Boats shall not be permitted in Middle Concho Park of the Leased Premises for the term of the Permit.
- x. Tenant fees charged to the public relating to the Special Event pursuant to the lease shall be subject to prior approval of the Director.
- xi. Tenant shall provide:
 - a minimum of twelve thirty (12) Port-A-Potties, two (2) of which shall be ADA accessible shall be provided in the Spring Creek Park area;
 - adequate garbage dumpsters as determined by the Director of Parks and Recreation;
 - maintain the permanent restroom facilities;
 - provide security through the San Angelo Police Department (SAPD) as recommended by the SAPD;
 - work with the SAPD in developing a mutually agreeable plan for traffic control;
 - provide EMS/Fire stand-by services through the San Angelo Fire Department (SAFD) as recommended by the Fire Chief, and pay all charges related to services rendered;
 - provide, set up and remove barricades reasonably necessary for the direction of vehicular traffic and for designation of parking, camping, spectators, vendors, racers, crews and other necessary designated areas;
 - provide designated parking areas, including designated RV and ADA parking spaces;
 - provide all necessary employees and volunteers reasonably necessary to safely and efficiently conduct the Special Event;

- Require vendors to obtain all permits required under city ordinance, including but not limited to Sales and Use Tax, and present proof thereof to the Tenant prior to conducting business.
- Tenant is required to use the City Concessionaire exclusively for the sale of any alcoholic beverages.
- Tenant shall ensure access over water to areas affected by the event before and after the racing. Access shall not be allowed during the racing.
- Written security plan to control access to the site to avoid traffic congestion.
- UTV's shall be used for towing and event related purposes, not for general travel throughout the event.
- Current infrastructure may not be moved or modified without the approval of the Spring Creek Marina and RV Park ("SCMRV").
- No tree cutting or trimming shall be done at any time for any reason unless approved by the SCMRV.
- Dust created by the event must be controlled and roads used by the event must be wet to control dust from heavy traffic.
- Traffic patterns for the property must be followed to limit the damage to the sites.
- Tenant and SCMRV will conduct a pre and post damage inspection. Any damage caused by the event or grounds shall be fixed or monetarily compensated prior to departure by Tenant.
- Tenant must provide SCMRV a 24-hour contact that is readily available to handle any issues that may arise.

The City Manager or his designee shall have full authority to enforce Tenant compliance with the foregoing requirements and, in Landlord's sole discretion, to correct any deficiency in Tenant compliance, including the authority to immediately suspend the Special Event Permit and Tenant operation of the Special Event until such deficiencies as determined in the sole discretion of the City Manager or his designee, are corrected.

Section 3. Initial Term. This contract shall commence on the Effective Date first herein above provided and continue through September 30, 2024, at which time this Agreement shall automatically expire and be of no further force or effect, unless earlier terminated.

Section 4. Compliance with Federal, State and Local Laws. Promoter shall be solely responsible for securing such permits as may be required and for compliance by Promoter and Promoter's employees, agents, subcontractors, and licensees with ordinances and other applicable federal, state and local laws and regulations in the promotion, sponsorship and conduct of each special event conducted pursuant to this Agreement.

Section 5. INDEMNIFICATION. Promoter shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the promotion, sponsorship and conduct of special events (hereinafter collectively "Services") contemplated by this Agreement but only to the

extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Promoter or Promoter's agent, consultant under contract, or another entity over which Promoter exercises control, or its employees, agents or sub-providers (collectively referred to as "Promoter") (ii) the failure of Promoter to comply with any of the paragraphs herein or the failure of Promoter to conform Services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Promoter expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Promoter, or any of its sub-providers, as provided above, for which Promoter's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Promoter to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own gross negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement and any extension thereof but thereafter so long as any liability could be asserted in regard to any acts or omissions of Promoter in performing Services under this Agreement.

Section 6. Insurance. Promoter shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in **Exhibit "B"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Promoter, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Promoter. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Promoter shall at any time upon request file duplicate copies of the policies of such insurance with City.

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

Promoter shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against the City, its council members, board and commission members, officials, agents, guests, invitees, consultants, and employees.

Promoter shall cause each sub-provider and sub-sub provider of Promoter to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "B"** hereto. The Promoter shall require sub-providers and sub-subproviders to furnish copies of certificates of insurance to the Promoter's Risk Manager evidencing coverage for each sub-provider and sub-subprovider.

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

Section 7. Default. If the Promoter fails to comply with any term or condition of this Agreement or of the terms of a Special Event Application approved by the Director as herein provided, then the Promoter shall be in default. Upon the occurrence of default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Promoter, terminate this Agreement whereupon all rights and privileges of Promoter under this Agreement shall immediately terminate and City shall not be responsible for any direct or indirect damages suffered by Promoter as a result of the termination of the Agreement. Promoter understands and agrees that termination of this Agreement under this section shall not release Promoter from any obligation accruing prior to the effective date of termination.

Section 8. Non-discrimination. Promoter represents and warrants to City that Promoter does not and will not engage in discriminatory practices prohibited by law and that there shall be no discrimination in connection with Promoter's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Promoter further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

Section 9. Assignment. This Agreement shall not be assigned by Promoter, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

Section 10. Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the third day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

TO PROMOTER:

City of San Angelo
Attn: Dir. of Parks & Recreation
702 S. Chadbourne Street
San Angelo, Texas 76903
Telephone No.: (325) 657-4450

Southern Drag Boat Association
Attn: Series Director, David Carroll
P.O. Box 28
Burnet, TX 78611
Telephone No.: (830) 385-3106

Section 11. Amendment. This Agreement may not be amended except upon written agreement executed by each of the parties hereto.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties hereto agree that the venue of any suit brought for any breach of this Agreement is exclusively fixed in any court of competent jurisdiction in Tom Green County, Texas.

Section 13. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or permitted assigns.

Section 14. Independent Contractor. Promoter performs Services under this Agreement as an independent contractor, and not as an agent or employee of City. Accordingly, neither Promoter or Promoter's agents, employees, or sub-providers (hereinafter collectively "Promoter's Workers") shall attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees of City. Promoter further understands that Texas Workers' Compensation benefits available to employees of City are not available to Promoter's Workers and agrees to provide all wages and other compensation due Promoter's Workers, and workers' compensation insurance for any Worker, employee or agent of Promoter rendering Services under this Agreement.

Section 15. Survival of Remedies. Anything in this Agreement to the contrary notwithstanding, the provisions of this Agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

Section 16. Entire Agreement of the Parties. This Agreement and any written Special Event Applications approved pursuant to this Agreement, represent the entire and integrated agreement between the parties with respect to the subject matter hereof. All prior negotiations, representations, or agreements with respect to the subject matter hereof not expressly incorporated into this Agreement are hereby superseded and canceled.

[Signature Page Follows]

**“PROMOTER”
SOUTHERN DRAG BOAT ASSOCIATION**

By: DocuSigned by:

B066997A64CE4FD...
David Carroll, Series Director

Email: david.carroll810@gmail.com

**“CITY”
CITY OF SAN ANGELO**

By: DocuSigned by:

32F9587237A9429...
Daniel Valenzuela, City Manager

ATTEST:

DocuSigned by:

3F886BDE78834F2...
Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:

A1944A2DC8CF4B5...
Carl White, Director of Parks & Recreation

APPROVED AS TO FORM:

DocuSigned by:

E822428D610A4D4...
Theresa James, City Attorney

APPROVED AS TO RISK:

DocuSigned by:

014D78149C744C8...
Kimberly Holle, Risk Management

EXHIBIT "A"

Description and Depiction of Leased Premises

Spring Creek Park being sixty (60) acres more or less and located adjacent to the waters of Lake Nasworthy, City of San Angelo, Tom Green County, Texas, as depicted on following diagram.

Middle Concho park being ninety (90) acres more or less and located adjacent to the waters of Lake Nasworthy, City of San Angelo, Tom Green County, Texas, as depicted on following diagram.

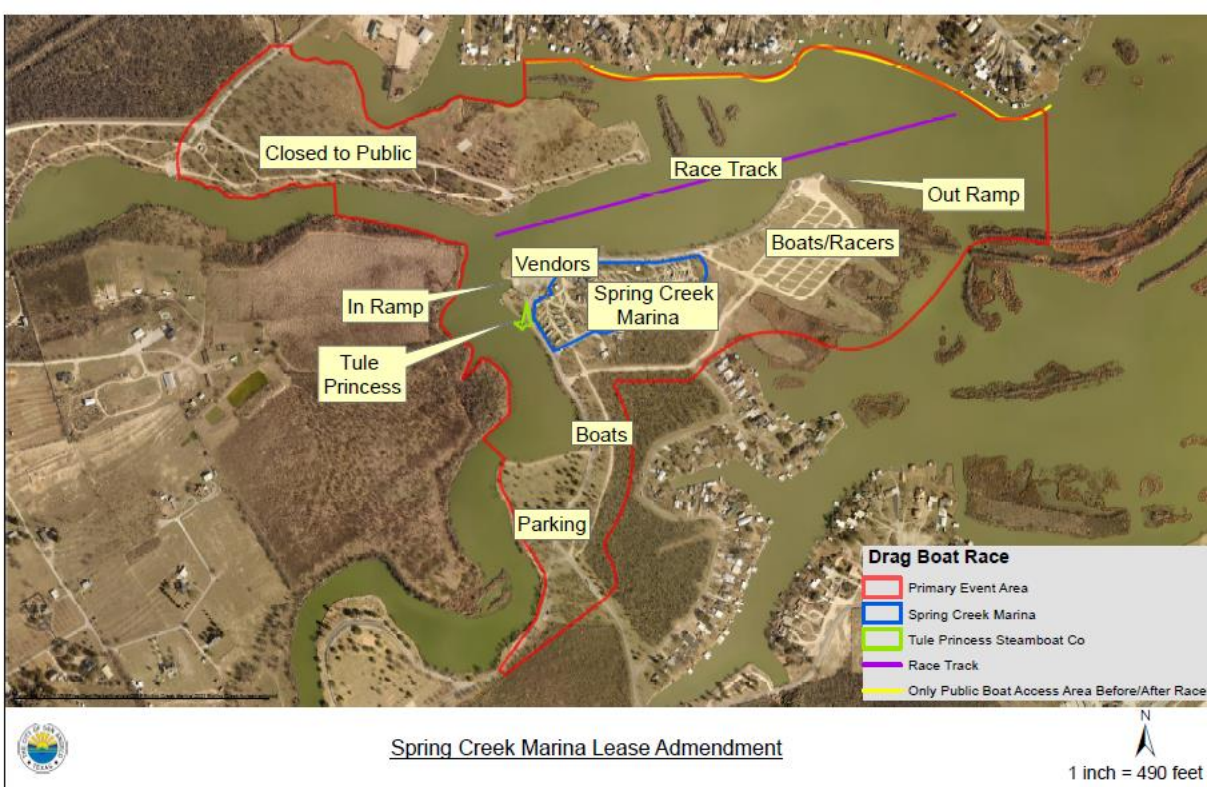


EXHIBIT “B”**SPECIAL INSURANCE RIDER**

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

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

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Promoter and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Combined Single Limit
-----------------	-----------------------

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

Statutory Amount	Workers’ Compensation
\$ 500,000.00	Employer’s Liability, Each Accident
\$ 500,000.00	Employer’s Liability, Disease - Each Employee
\$ 500,000.00	Employer’s Liability, Disease - Policy Limit

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

1.4 Liquor Liability. In the event Promoter plans to distribute, serve, or sell alcoholic beverages, the Promoter shall obtain Liquor Liability coverage in the amount indicated below. The insurance shall protect the Promoter and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Promoter's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be no less than:

\$1,000,000.00	Combined Single Limit, each occurrence
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1.5 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; (including death) property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Coverage shall not be less than:

\$1,000,000.00	Per loss
\$2,000,000.00	Annual aggregate

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL WAIVING THE \$10,000 RENTAL FEE TO SUPPORT THE 2024 SOUTHERN DRAG BOAT ASSOCIATION RACES

WHEREAS, the Southern Drag Boat Association (“SDBA”) held the Showdown in San Angelo Drag Racing event at Lake Nasworthy on June 24, 2024 through July 1, 2024; and

WHEREAS, a second event took place on September 23, 2024 through September 30, 2024; and

WHEREAS, the SDBA drag boat races brings many visitors to San Angelo and is good for the morale of the citizens; and

WHEREAS, the SDBA has an agreement with the City of San Angelo for the events that requires them to pay \$10,000 in rental fees; and

WHEREAS, SDBA has requested that the City of San Angelo to waive the rental fee for the events that have already occurred; and

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

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

Part 1: That the City of San Angelo is authorized to waive the \$10,000 rental fee for the SDBA events that took place in June 2024 and September 2024.

Part 2: That this event and the visitors that come to San Angelo is good for the reputation and morale of our community and constitutes a valid public purpose to justify the funding of this event.

Part 3: That the SDBA shall provide a report to the City Parks and Recreation Department documenting the success of the event.

PASSED and APPROVED THIS 1st day of October 2024.

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: Theresa James, City Attorney, Parks and Recreation

Meeting Date: October 1, 2024

Item type: Regular Item

Caption:

Consider the following:

1. Authorizing a Memorandum of Agreement with Addison Lee Pfluger, Concho Christmas Celebration, Inc., and Downtown San Angelo for the operation of Concho Christmas Celebration and authorizing the City Manager to negotiate and execute all related documents; and
2. Identification and possible approval of funding and funding source to support Concho Christmas Celebration Memorandum of Agreement (Presentation made by City Manager Daniel Valenzuela)

Staff Recommendation:

Approve

Direction from Council

Summary/History:

The City of San Angelo is working with Mr. Lee Pfluger, Concho Christmas Celebration, Inc. (CCC), and Downtown San Angelo, Inc. (DSA) to ensure the continued success of the Concho Christmas Celebration (Concho Christmas). With approval of this item, the City Manager will be authorized to negotiate and execute a Memorandum of Agreement (MOA) with Mr. Pfluger, CCC, and DSA. The (MOA) currently under negotiation allows the transition of the CCC to the City of San Angelo over a two-year period. DSA will manage and operate the event with the assistance of the City during the term of the agreement.

During the term of the agreement, the following will occur:

1. Mr. Pfluger will continue to assist in the operation of Concho Christmas and will work with DSA to train their staff in the operational and administrative processes related to the event.
2. The ownership of the nonprofit entity, CCC, will be transferred to the City of San Angelo with assurances of the continuation of the event.
3. An agreement between DSA and the City will be drafted that will allow DSA to take over the operation of Concho Christmas with assistance, as necessary, from the city.
4. The city will contribute funding for the event. Donations received from the event will be used to cover the expenses of Concho Christmas and to reimburse the City to the extent possible for the funding provided for the operation of the event.

This item also includes direction and possible approval from Council for funding and the designation of the funding source for the event pursuant to the agreement.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Daniel Valenzuela

Approvals/Reviews:

Theresa James	Created/Initiated
Tina Dierschke	Approved
Rick Weise	Approved
Theresa James	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Heather Stastny, City Clerk, Human Resources/Risk Management

Meeting Date: October 1, 2024

Item type: Regular Item

Caption:

Discussion and consideration related to benefit for Post-65 Retiree Medicare Advantage (Presentation made by Human Resources Director Bryan Kendrick)

Staff Recommendation:

Direction from Council

Summary/History:

On Wednesday September 25th at 4:42 PM we received the 2025 renewal package for our benefit for Post-65 Retiree United Healthcare Medicare Advantage. This is much later than when we would normally see this renewal. The delay was caused by many key contributing factors, which include CMS Medicare Advantage implications and the 2022 Inflation Reduction Act (IRA) impacting Part D for 2025.

These key changes in 2025 impact the Part D benefit:

- Elimination of the coverage gap phase
- Implementation of a \$2,000 annual member out-of-pocket spending cap for prescription drugs in place of the current catastrophic phase
- Option for members to enroll in the Medicare Prescription Payment Plan (M3P) to spread out their out-of-pocket prescription drug cost over 12 months
- Out-of-pocket insulin prices capped at \$35 will continue in 2025
- Expanded adult vaccine coverage at reduced costs will continue in 2025

The following are key CMS funding changes impacting all Medicare Advantage plans:

- CMS made a change to the Growth Rate calculations related to indirect and direct medical education costs associated with services furnished to MA enrollees.
- This technical adjustment will be phased in over three years and has a negative reduction impact of .8% that will apply to each of the years of 2024, 2025 and 2026.
- The Risk Adjustment Model has been restructured moving from ICD-9 to ICD-10, which in and of itself is merely CMS catching up to the market
- In doing so, they removed 2,000+ codes from the model which will impact the funding we receive from CMS for various disease states.

- The size of this impact varies by client and is based on our specific mix of disease states for our population.
- Lastly the Risk Adjustment Coding Change in the Risk Adjustment Model will further reduce the funding MA plans receive over time for new conditions that emerge over time.
- This will reduce the initial funding as well as reduce the “MA Risk Score Trend”, which is a new item that CMS added to their Fact Sheet two years ago.

2025 Benefit Highlights:

- Medicare now covers compression stockings for lymphedema under the durable medical equipment (DME) benefit.

The increase in the bid of 62.69% (moving from \$199 per member per month to \$323.75) is significantly more than we have ever experienced, and the bid from Aetna was significantly higher at a 97.49% increase (\$393.00). Blue Cross Blue Shield of Texas declined to submit a quote.

I asked our consultant Holmes Murphy for a survey of their public entities related offerings and here is the result:

- 70.83% do not fund a subsidy for any post 65 plan
- Of the remaining 29.17% that fund a subsidy, the average of the subsidy is \$141 ppm

Our subsidy is currently budgeted at \$178.56 ppm, which represents a 27% better benefit that we provide than their average public entity client of the 29% who provide a subsidy. These changes will not take effect until January 1, 2025

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Bryan Kendrick

Approvals/Reviews:

Heather Stastny
Bryan Kendrick
Theresa James
Tina Dierschke
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Final Approval