# City Council Agenda
# 06/06/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on June 6, 2017 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. **Call to Order**
2. **Prayer and Pledge**
3. **Proclamations/Recognitions**
   a. Recognition of the City of San Angelo Budget division for receiving the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award to be accepted by Budget Manager Morgan Chegwidden, Senior Budget Analyst Walt Wilkinson, and Senior Budget Analyst Kimberly Rennspies
   b. Proclamation declaring June 12, 2017, as Orlando United Day-A Day of Love and Kindness
4. **Public Comment**

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

5. **Consent Agenda**
   a. Consider approving the May 16, 2017 City Council regular meeting minutes (B.Kendrick)
   b. Consider approving Engineering Services to put out for bid as a competitive sealed proposal RFCSP No. ES-08-17 2017 Sealcoating and finding that method is the best value for the City. (R.Pehl)
   c. Consider authorizing the sale of the following Lake Nasworthy property to the current residential lot lease holder for the appraised value (C. Preas):
      1. 2206 Joy Road; Lot 14, Block 1, Group 16, Lake Nasworthy Addition; $99,900
   d. Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the City and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to related to 831 West 16th; Lot 2, Block 12, Mineola Addition; Vega ($5,500) - (C.Preas)
   e. Consider approving a new 40-year lake lot residential lease with the following Tenants (C. Preas):
      1. 6682 Knickerbocker Rd; Lot 103, Group Shady Point, Lake Nasworthy Addition
      2. 2618 Sleepy Hollow Rd; Lot 39, Group Fisherman's Road, Lake Nasworthy Addition

f. Consider authorizing a Consent to Assignment of a lease agreement from Above The Clouds, LLC to Badgett Bros., LLC for 475 square feet of concessionaire space located at San Angelo Regional Airport (L.Elguezabal)

g. Consider approval of a resolution allowing for funding of management services provided by the San Angelo Performing Arts Coalition as they relate to the Auditorium project (T.Dierschke)

h. Consider extending the award of WU-02-15 Water Reclamation Facility Liquid Polymer to Polydyne Inc. in the amount of $150,000 annually for one year with two additional one year term extensions, budgeted for purchase in FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents (A. Strube)

**6. Regular Agenda**

a. Consider first public hearing of an amendment to an ordinance of the City of San Angelo, amending Chapter 3 "Animal Control" Sections 3.01.003 "Appearance in Court Required" of the Code of Ordinances to outline and clarify authorization to issue citations for violation of Animal Control ordinances - (Presentation by Neighborhood Services Director Robert Salas)

b. Consider first public hearing of an ordinance amending various sections of the Zoning Ordinance in the Code of Ordinances regarding the definition of and regulations applicable to schools, including establishing different standards for Kindergarten through 9th grade and High Schools, defining both public and private schools as a school, and establishing development standards for schools including requirements for parking, vehicle stacking, and site development - (Presentation by Planning & Development Services Director Jon James)

c. Consider first public hearing of an ordinance amending the Zoning Ordinance in the Code of Ordinances regarding “Off-Street Parking Standards” by establishing a process for an Alternative Parking Plan and providing standards for off-site and reduced parking - (Presentation by Planning & Development Services Director Jon James)

d. Consider first public hearing of an ordinance amending Chapter 2, "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 14 "Civic Events Board" of the Code of Ordinances - (Presentation by Civic Events Manager Sidney Walker)

e. Update and discussion of Fleet data monitoring and GPS system - (Requested by City Councilman Harry Thomas, Presentation by Fleet Services Superintendent Ryan Kramer)

f. Update on Industrial Park activity and performance - (Requested by Mayor Gunter, Presentation by Economic Development Director Roland Peña)

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

h. Consider first public hearing of an ordinance to modify the Code of Ordinances to require the purchasing policy to be adopted by Council through resolution - (Presentation by Purchasing Manager Julia Antilley)

i. Discuss and consider appointing Council Member representation (three members) to the Concho River Water Master Advisory Committee - (Presentation by City Clerk Bryan Kendrick)

j. Discuss and consider appointing Council Member representation (two members) to the Metropolitan Planning Organization Board - (Presentation by MPO Director Major Hofheins and City Clerk Bryan Kendrick)

k. Discussion and consideration of appointing Council Member representation on I-14 Gulf Coast Strategic Highway Coalition - (Presentation by City Clerk Bryan Kendrick with Economic Development Director Roland Peña)

**7. Closed Session**

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

a. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
   1. 2013 Sealcoating Program Contract
   2. Templeton Construction, Inc.
   3. Alsay, Inc. v. City of San Angelo, Texas Carollo Engineers, Inc.
   4. City of San Angelo v. Spillman Technologies, Inc.

b. Section 551.072 Deliberations about Real Property regarding:
   1. 703 S. Chadbourne
   2. Property located on river frontage
   3. Ford Ranch

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

**8. Follow Up and Administrative Issues**

a. Consider items discussed in Executive Session, if needed

b. Consider of approving the following Board nomination:
   **COSADC:** Edward Carrasco (SMD1) to a 1st full term ending February 2019

c. Consider a possible Special Called Water Workshop on June 13, 2017

d. Announcements and consideration of Future Agenda Items

**9. Adjournment**

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 2nd day of June 2017, at 1:30 p.m.

_____

Bryan Kendrick, City Clerk

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

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

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

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

**FOR IMMEDIATE RELEASE**

May 10, 2017

**For more information, contact:**

**Technical Services Center**
**Phone: (312) 977-9700**
**Fax: (312) 977-4806**
**E-mail: budgetawards@gfoa.org**

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of San Angelo, Texas,** has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance/Budget Division.**

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

*Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.*

# Proclamation

*Please join us as we join the City of Orlando and Orange County, in conjunction with Pulse in recognizing June 12, 2017 as Orlando United Day-A Day of Love and Kindness*

*This announcement formally dedicates June 12 to the memory and honor of the 49 innocent lives taken at Pulse, reaffirms the community's commitment to survivors and loved ones, as well as recognizes the global compassion and love displayed in the wake of the tragedy.*

*Our community will never forget the tragedy of Pulse or the grief of those who lost loved ones. From heartbroken family and friends to survivors putting shattered lives back together, our entire community stands with you.*

*As we prepare for the one year mark of the Pulse tragedy, the world is working to honor and remember the lives we lost. Through a day of love and kindness - dedicated to the legacy of those who perished - we will continue to cherish their memories.*

*NOW, THEREFORE, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim the June 12, 2017 as,*

***"ORLANDO UNITED DAY-A DAY OF LOVE AND KINDNESS"***

***in San Angelo***

***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 6th day of June, 2017.*

_____

***Brenda Gunter***
***Mayor of the City of San Angelo***

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, May 16, 2017

Present:

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

**1. Call to Order**

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 8:34 a.m. on Tuesday, May 16, 2017, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

**2. Prayer and Pledge**

An invocation was provided by Bryan Jarvis Director of Rust Street Ministries; the National Anthem was performed by Joseph Cortese; and the pledges were led by Teagan and Taely Self (Grandchildren of Council Member Self)

**3. Proclamations/Recognitions**

The Shattered Dreams Planning Team were recognized.

The 2017 City of San Angelo Development Award winners were recognized.

May 15-21, 2017 was proclaimed "Salvation Army Week"

May 20, 2017 was proclaimed "Simply Texas Blues Festival Day"

**4. Public Comment**

Citizen Louise Meek made public comments about issues with trash pickup.

**5. Consent Agenda**

a. Approval of the May 2, 2017 City Council regular meeting minutes
b. Approval of declaring the following properties surplus and disposing of said surplus properties under published RFB No. RE-01-17 for the highest sealed bid and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the surplus properties by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and ground water rights:

Tract One: 2764 Field St; Duran ($9,550)
Tract Two: 1818 Brown St; No Bid
Tract Three: 30 West 8th St; No Bid
Tract Four: 3214 Freeland Ave; Angelo Christian Ministries ($18,000)

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Tract Five: 6.342 acres out of W.C. R.R. Co. S-19, A-4018 and JW Johns S-4 1/2, A-6847; Pullig ($26,050)

c. Authorization of the sale of the following Lake Nasworthy properties to current residential lot lease holder for the appraised value:
   1. 2322 Fisherman's Road; $84,500
   2. 6426 Lincoln Park Rd. W.; $27,400
d. Authorization for the City Manager to enter into new five (5) year Recreational Agricultural Lease agreement with Ray L. McKim, III (2428 Fisherman's Road)
e. Approval of ratification of COSADC's approval of resolution authorizing the Board President to execute a Professional Services Agreement with Grant Works to perform grant administration services related to an Economic Development Assistance (EDA) grant application preparation, submission to the U. S. Economic Development Administration, and project implementation subject to RFP DC-03-17
f. Approval of ratifying a resolution by COSADC authorizing the Board President to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. to perform Professional Engineering and Surveying Services for infrastructure for Phase 2 of the San Angelo Business & Industrial Park
g. Adoption of a resolution authorizing the City Manager, or designee, to execute a Non-Exclusive, Revocable License Agreement with Castillo Tres Generaciones d/b/a Fat Boss's Pub for property located at 114 South Chadbourne Street for the encroachment of certain business-related fixtures into alley right-of-way
h. Approval of a resolution approving a change in the rates of Atmos Energy Corporation, Mid-Tex Division ("Atmos") as a result of a settlement between Atmos and the Atmos Texas municipalities ("ATM") under the rate review mechanism
i. Approval of awarding RFP No. ES-07-17, Engineering Services, Hillside Dr. Retaining Wall, to Entrenos Inc. (Farmer's Daughter) in the amount of $62,500 and authorizing the City Manager or designee to execute any related documents
j. Second reading and adoption of an ordinance amending Chapter 9 "Parks, Lakes, and Other Public Places" of the Code of Ordinances by adding Article 9.05 "Camping on Municipal Facility or Public Property" and amending Section 9.05.005 "Recreational Activities" which would prohibit camping on or at a municipal facility or public right-of-way
k. Second reading and adoption of an ordinance amending chapter 10, "Traffic Controls", Article 10.01 "general provisions", Section 10.01.019 "commercial vehicles prohibited from using certain streets" of the code of ordinances adding North Browning Street between Culwell Street and Hughes Street; Hughes Street between North Pope Street and North Browning Street; Hillside Drive; and Gun Club Road
l. Second reading and adoption of an ordinance amending Chapter 10, "Traffic Controls", Article 10.03 "Operation of Motor Vehicles", Section 10.03.033 "school zones" of the code of ordinances, City of San Angelo Texas, providing for severability, and providing for an effective date
m. Adoption of a resolution for denial of the application of AEP Texas, Inc. (AEP) to amend its Distribution Cost Recovery Factors ("DCREF") to increase distribution rates within the city, and authorizing engagement of the law firm of Lloyd Gosselink, Rochelle & Townsend, P.C. and consultants to negotiate with AEP, make recommendations to the City, and represent interests of the City in administrative proceedings

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve the Consent Agenda, as presented, with the exception of items 5d, 5f, 5g and 5j. The motion carried six (6) ayes to zero (0) nays.

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve item 5d, as presented. The motion carried six (6) ayes to zero (0) nays.

Motion: Council Member Carter made a motion, seconded by Council Member Farmer, to approve item 5f, as presented. The motion carried six (6) ayes to zero (0) nays.

Motion: Council Member Carter made a motion, seconded by Council Member Gonzales, to approve item 5g, as presented. The motion carried six (6) ayes to zero (0) nays.

Motion: Council Member Gonzales made a motion, seconded by Council Member Carter, to approve item 5j, as presented. The motion carried six (6) ayes to zero (0) nays.

**6. Old Business Regular Agenda**

a. Adoption of a resolution:
   1. Approving the conceptual Chadbourne Street Corridor Project and the funding mechanisms proposed for the Project, and
   2. Authorizing the City's application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) Funding for the non-motorized portion of the City of San Angelo Chadbourne Street Corridor Project - (A presentation was made by Assistant City Manager Rick Weise)

Motion: Council Member Self made a motion, seconded by Council Member Thomas, to approve item 6a(1), as presented. The motion carried six (6) ayes to zero (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to approve item 6a(2), as presented. The motion carried six (6) ayes to zero (0) nays.

b. Approval of the TIRZ Board recommendation of 3 projects totaling $152,413.32 for incentives under the North TIRZ incentive program - (A presentation was made by Planning & Development Services Director Jon James)

Motion: Council Member Gonzales made a motion, seconded by Council Member Thomas, to approve the recommendations, as presented. The motion carried six (6) ayes to zero (0) nays.

c. Second reading and adoption of an ordinance amending Chapter 10, “Traffic controls”, Article 10.03 “Operation of motor vehicles”, Section 10.03.091 “One-way streets and alleys” of the code of ordinances adding the alley east of Bonham Elementary School and west of Southern Oak Lane, from Southland Boulevard to Laurel Oak Drive (south to north), between the hours of seven o’clock (7:00) a.m. until four o’clock (4:00) p.m. on school days - (A presentation was made by Traffic Operations Superintendent Ryan Ward)

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve the ordinance, as presented. The motion carried six (6) ayes to zero (0) nays.

d. Approval of the following items related to the Ports-to-Plains Advisory Board:
   1. Postponement of an appointment of a Council Member to Represent the City of San Angelo
   2. Ratification of travel reimbursement

Motion: Council Member Self made a motion to nominate Council Member Thomas, The motion failed to obtain a second.

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Motion: Council Member Carter made a motion, seconded by Council Member Gonzales, to postpone the appointment of Council Member to the July 18th meeting. The motion carried six (6) ayes to zero (0) nays.

Motion: Council Member Farmer made a motion, seconded by Mayor Morrison, to approve the ratification of the travel reimbursement. The motion carried six (6) ayes to zero (0) nays.

**7. Special Agenda**

a. Adoption of a resolution canvassing returns and declaring the results of the General and Special Elections held on the 6th day of May, 2017; providing a severability clause; and providing for an effective date - (Presentation by Mayor Morrison and City Clerk Bryan Kendrick)

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to adopt the resolution, as presented. The motion carried six (6) ayes to zero (0) nays.

b. Administration of Oaths of Office and presentation of Certificates of Election
The Oaths of Office for Council Members Hiebert, Thompson, Gonzales and Mayor Gunter were administered by Judge Allen Gilbert.

New Quorum Present:

Mayor Brenda Gunter
Mayor Pro tem Charlotte Farmer, SMD 6
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5

c. Introduction of Special Guests
Council Members Hiebert, Thompson, Gonzales and Mayor Gunter introduced and thanked their special guests.

d. Postponement of an appointment of Mayor Pro-Tempore

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to postpone this item to July 18th. The motion carried seven (7) ayes to zero (0) nays.

**8. Note: A reception was held immediately following the Special Agenda. The Regular Agenda with the newly seated Council Members began after the recess for the reception**

**9. Regular Agenda**

a. Adoption of a resolution ordering that a Runoff Election be held on July 8, 2017, for the purpose of electing a Council Member for Single Member District Six; ordering publication; making provisions for the conduct of the election(una Resolución, convocando una segunda votación (elección de desempate) se celebrará en dicha ciudad el 8 de Julio, 2017, para la elección de de un miembro unico del consejo de la ciudad para distrito seis; ordenando publicación, haciendo provisiones relacionadas al motivo de esta ordenaza - ( A presentation was made by City Clerk Bryan Kendrick)

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Motion: Council Member Thomas made a motion, seconded by Council Member Thompson, to adopt the resolution, as presented. The motion carried seven (7) ayes to zero (0) nays.

b. Approval of award of items bid items related to Fuel System renovations:
   1. FS-09-17 Fuel Management System, to AssetWorks Inc., utilizing GSA contract #GS-35F-317GA in an amount of $129,816.46, budgeted in FY17 and authorizing City Manager or designee to execute any related documents
   2. RFB FS-08-17 Fuel Dispensers to Boler Equipment Services, Inc., in an amount of $61,291.14, budgeted in FY17 and authorizing City Manager or designee to execute any related documents - (A presentation was made by Fleet Services Superintendent Ryan Kramer)

Motion: Council Member Farmer made a motion, seconded by Council Member Hiebert, to approve item 9b(1), as presented. The motion carried seven (7) ayes to zero (0) nays

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve item 9b(2), as presented. The motion carried seven (7) ayes to zero (0) nays.

c. Approval of awarding HGAC Quote Q-00014404 to Stericycle Environmental Solutions in the amount of $63,463, budgeted for purchase FY2017, and authorizing the City Manager or designee to execute any related documents (A presentation was made by Assistant Operations Director Patrick Frerich)

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

d. Discussion related to commercial flights at the San Angelo Regional Airport - (Requested by Council Member Carter, a presentation was made by Airport Director Luis Elguezabal)

Direction: By Consensus Council Members Hiebert and Carter will work with Airport Staff to look at ways to increase flight opportunity out of San Angelo Regional Airport.

**10. Follow Up and Administrative Issues**

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

Action: No action was taken on this item.

b. Consider the schedule of upcoming meetings.

Direction: Direction was to cancel the meeting on July 4, 2017; and to schedule tentative budget meetings on August 8th and 22nd.

c. Announcements and consideration of Future Agenda Items

Council Member Hiebert asked about the possibility of holding workshop Meetings once per month.

Council Member Farmer asked for an update on the HEB and Auditorium projects in the Friday Packet. Additionally Ms. Farmer asked for the Water Fund Quarterly Report before July.

Mayor Gunter asked for information on the Ford Ranch. Additionally Ms. Gunter asked for an item on the Edgewater Property and the Industrial Park P&L.

Council Member Carter asked about a possible ordinance on Train Noise in the Santa Rita Area and an ordinance related to Steer it and Clear it for accidents on major roadways.

**11. Adjournment**

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

There being no further business, the meeting was adjourned at 12:29 p.m.

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

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

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# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Lance Overstreet, Assistant City Engineer, Engineering Services, 325-657-4201

Meeting Date: June 6, 2017

Item type: Consent Item

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**Caption:**

Consider approving Engineering Services to put out for bid as a competitive sealed proposal RFCSP No. ES-08-17 2017 Sealcoating and finding that method is the best value for the City. (R.Pehl)

**Summary/History:**

Per the Texas Local Government Code and the Texas Government Code a determination that competitive sealed proposal method of bidding is the best value for the City must be made prior to using that method to procure goods and services.

Prior direction by the City Council given in 2013 requires all construction purchases over $100,000 be conducted by the competitive sealed proposal method. City Engineering is requesting the Council to find that using the competitive sealed proposal method is the best value for the City in soliciting a contractor to perform sealcoat work. Approval of this item will evidence that decision by Council.

Once bids are received this item will need to be brought before Council again in order to approve awarding the contract. This item is being funded under the annual operations street maintenance budget.

**Financial Impact:**

No fiscal impact at this time; once proposals are received, contract will be brought back to Council for approval.

**Other Information/Recommendation:**

**Attachments:**

| | | |
|---|---|---|
| 1. | Seal coat location map | 2017 Sealcaot maps only.pdf |

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Lance Overstreet | Created/Initiated |
| Russell Pehl | Approved |
| Theresa James | Approved |
| Anthony Wilson | Approved |
| Julia Antilley | Approved |
| Tina Dierschke | Approved |

| | |
|---|---|
| Theresa James | Approved |
| Becky Dunn | Approved |
| Bryan Kendrick | Final Approval |

# CITY OF SAN ANGELO, TEXAS

TOM GREEN COUNTY

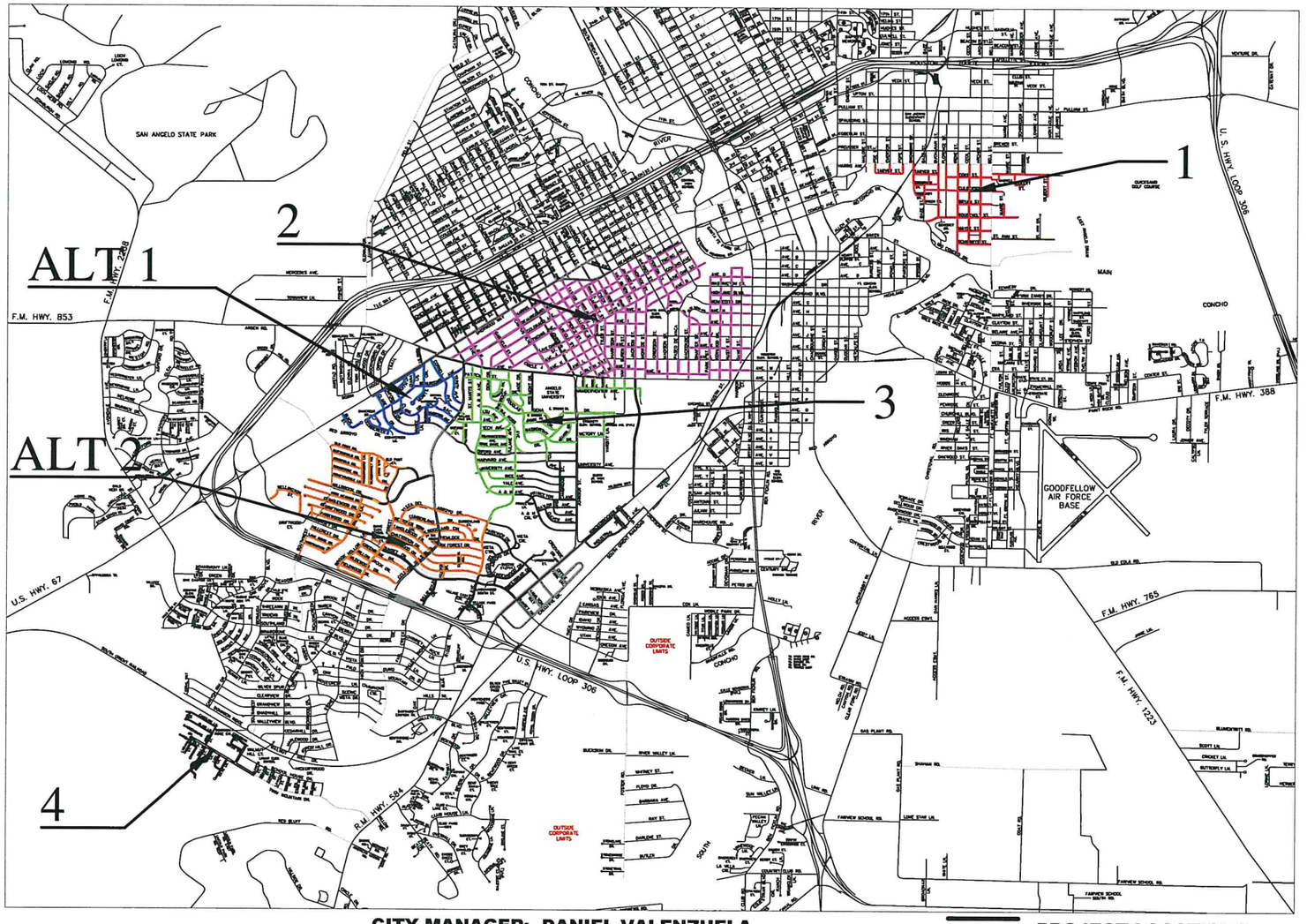
PROJECT NO. ES-08-17

PLANS OF PROPOSED
2017 Sealcoat Construction

N

1" = 5,000'

| Sheet No. | Description |
|---|---|
| Cover Sheet | Cover Sheet |
| 1 - 2 | General Notes |
| 3 | Quantity Summary |
| 4 | Base Bid Section 1 |
| 5 | Base Bid Section 2 |
| 6 | Base Bid Section 3 |
| 7 | Base Bid Section 4 |
| 8 | Alternate Bid Section 1 |
| 9 | Alternate Bid Section 2 |
| 10 - 11 | Beauregard Ave. Pavement Markings |
| 12 | Campus Blvd. Pavement Markings |
| 13 - 16 | Sul Ross St. Pavement Markings |
| 17 | Twin Mtn. Dr. Pavement Markings |
| 18A-18D | Typical COSA Pavement Markings |
| BC1-BC12 | BC(1-12)-14 |
| TCP1-TCP5 | TCP(3)-13 and TCP(7-1)-13 |
| WZ1 | WZ(STPM)-13 |
| PM1-PM4 | PM(1-4)-12 |




= PROJECT LOCATIONS

THE CITY OF SAN ANGELO TEXAS

ENGINEERING SERVICES
72 W. COLLEGE AVE.
SAN ANGELO, TX 76903

**CITY MANAGER: DANIEL VALENZUELA**
**MAYOR: DWAIN MORRISON**

**COUNCIL MEMBERS:**

**1 - BILL RICHARDSON**
**2 - MARTY SELF**
**3 - HARRY THOMAS**
**4 - LUCY GONZALES**
**5 - LANE CARTER**
**6 - CHARLOTTE FARMER**

**PUBLIC WORKS DEPARTMENT**
**ENGINEERING SERVICES DIVISION**
**CITY ENGINEER: Russell Pehl, P.E.**

**CITY OF SAN ANGELO, 72 WEST COLLEGE AVE., SAN ANGELO, TEXAS 76903**

STATE OF TEXAS
RUSSELL J. PEHL
104755
LICENSED
PROFESSIONAL ENGINEER

Russell J. Pehl

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY RUSSELL J. PEHL, P.E. NO. 104755 ON 1-24-2014

N

0' 500' 1000'

SCALE IN FEET

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|---|---|---|---|---|---|
| DRAWN BY: | PM | CHECKED BY: | KC | HORIZ. SCALE: | 1"=1000' |
| VERT. SCALE: | N/A | DRAWING #: | W-XXXX | DATE: | 11/2016 |

ENGINEERING SERVICES DEPARTMENT

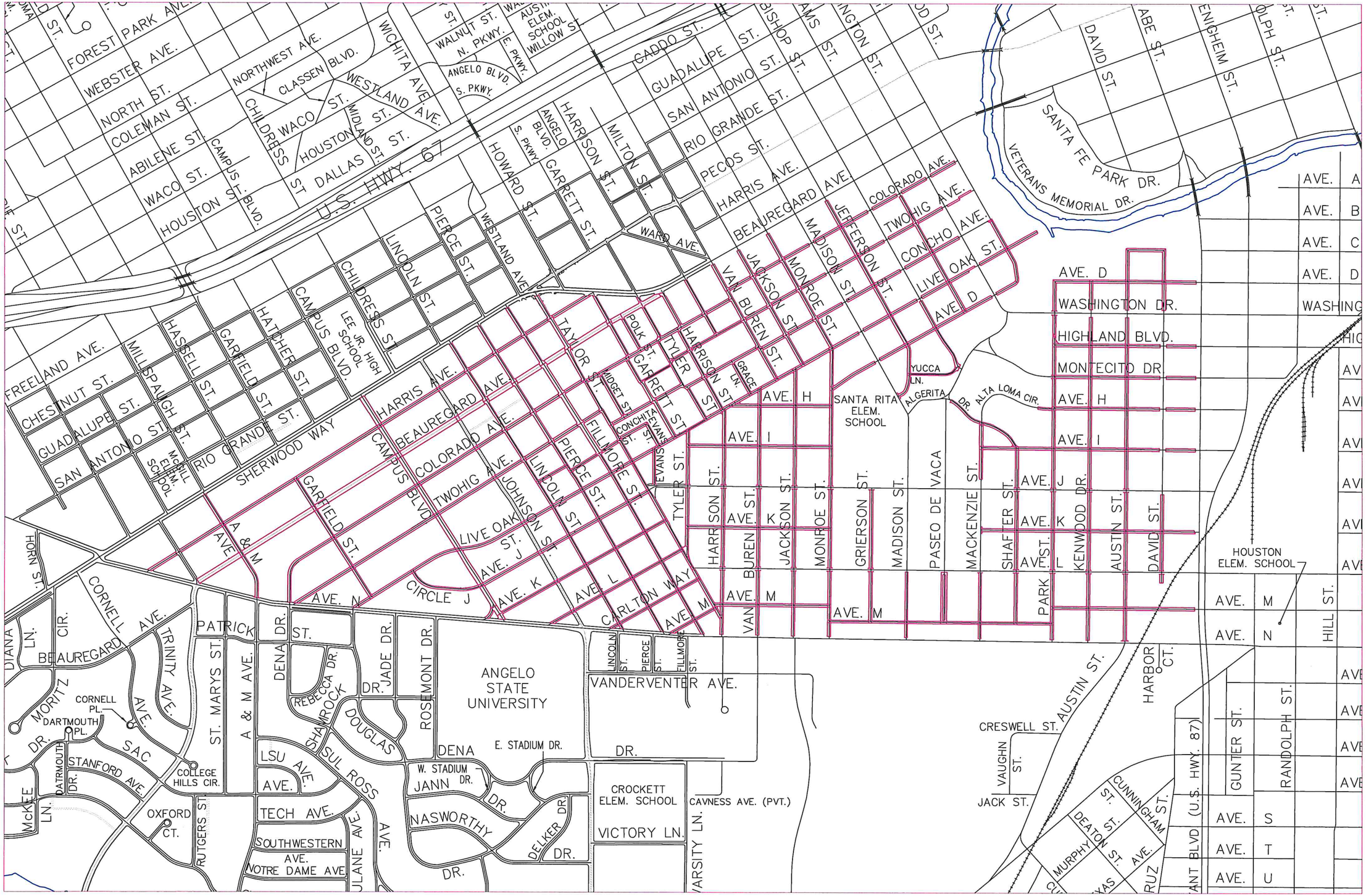
THE CITY OF SAN ANGELO TEXAS

FAIRVIEW ADDN.

BASE BID SECTION 1
ESTIMATED 119,195 SY

QUICKSAND GOLF COURSE

Sheet No. 4

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| CHECKED BY: | KC | VERT. SCALE: | N/A | DATE: | 11/2016 |

ENGINEERING SERVICES DEPARTMENT

THE CITY OF SAN ANGELO TEXAS

SANTA RITA PAVING

BASE BID SECTION 2
ESTIMATED 539,951 SY

Sheet No. 5

N

0' 500' 1000'

SCALE IN FEET

| | | | | | |
|---|---|---|---|---|---|
| DRAWN BY: | PM | CHECKED BY: | KC | HORIZ. SCALE: | 1"=2000' |
| VERT. SCALE: | N/A | DRAWING #: | W-XXXX | DATE: | 11/2016 |

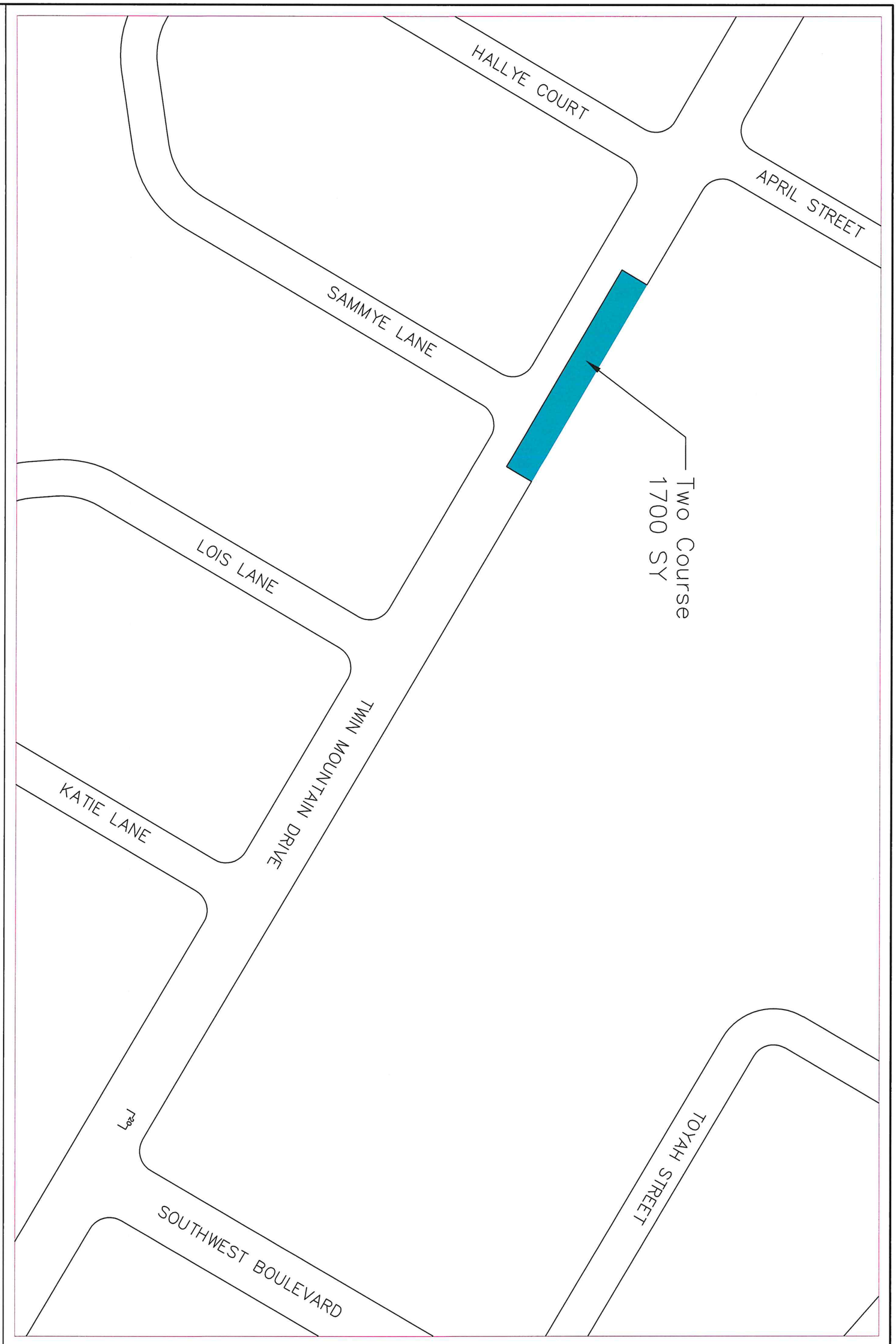
ENGINEERING SERVICES DEPARTMENT

THE CITY OF SAN ANGELO TEXAS

UNIVERSITY PAVING

BASE BID SECTION 3
ESTIMATED 200,573 SY

Sheet No. 6




Sheet No. 7

TWIN MOUNTAIN PAVING

BASE BID SECTION 4
ESTIMATED 1700 SY

THE CITY OF SAN ANGELO TEXAS

ENGINEERING SERVICES DEPARTMENT

| | |
|---|---|
| DRAWN BY: | PM |
| CHECKED BY: | KC |
| HORIZ. SCALE: | 1"=2000' |
| VERT. SCALE: | N/A |
| DRAWING #: | W-XXXX |
| DATE: | 11/2016 |

SCALE IN FEET 0' 50' 100'

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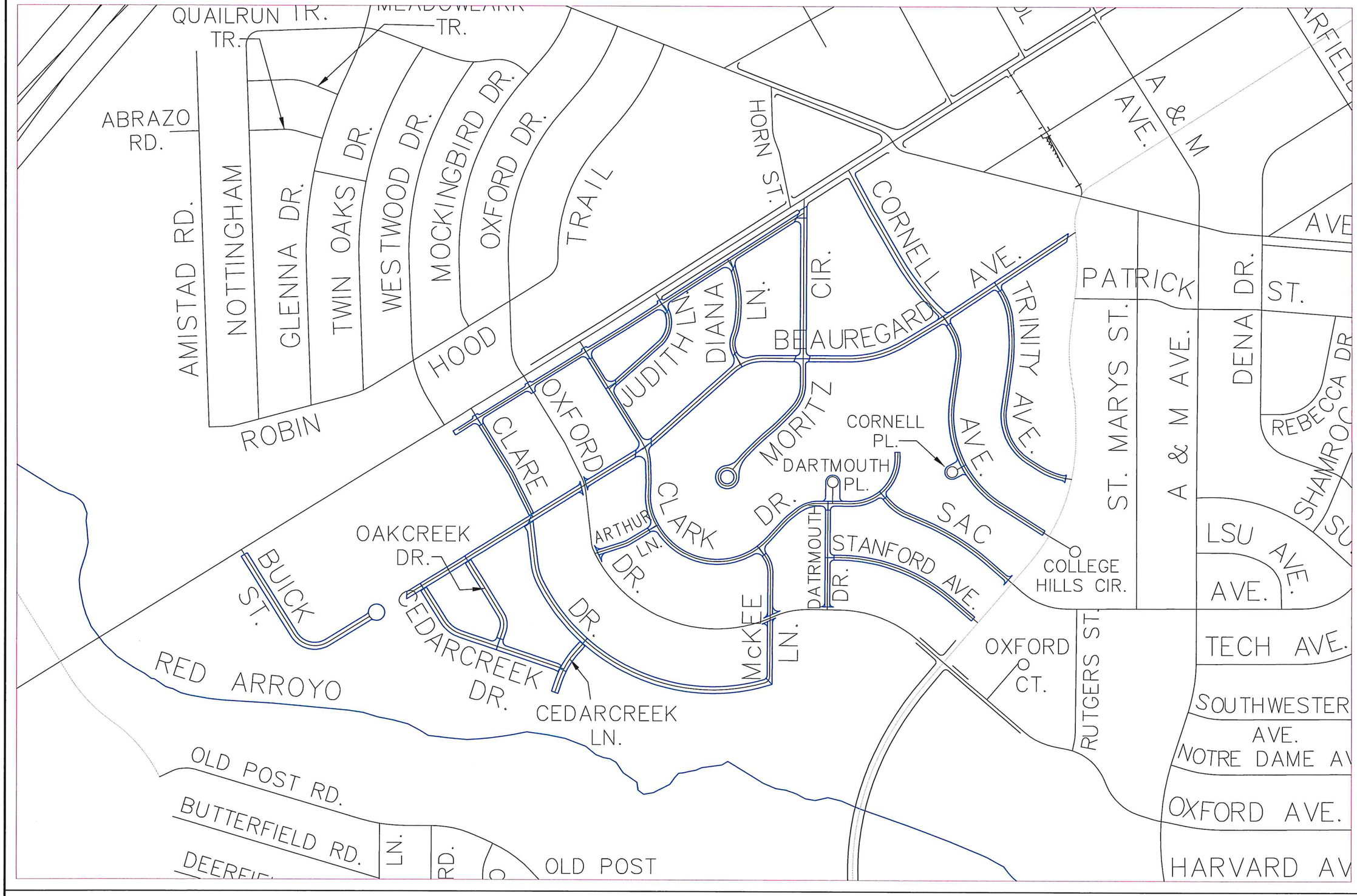


N

0' 250' 500'

SCALE IN FEET

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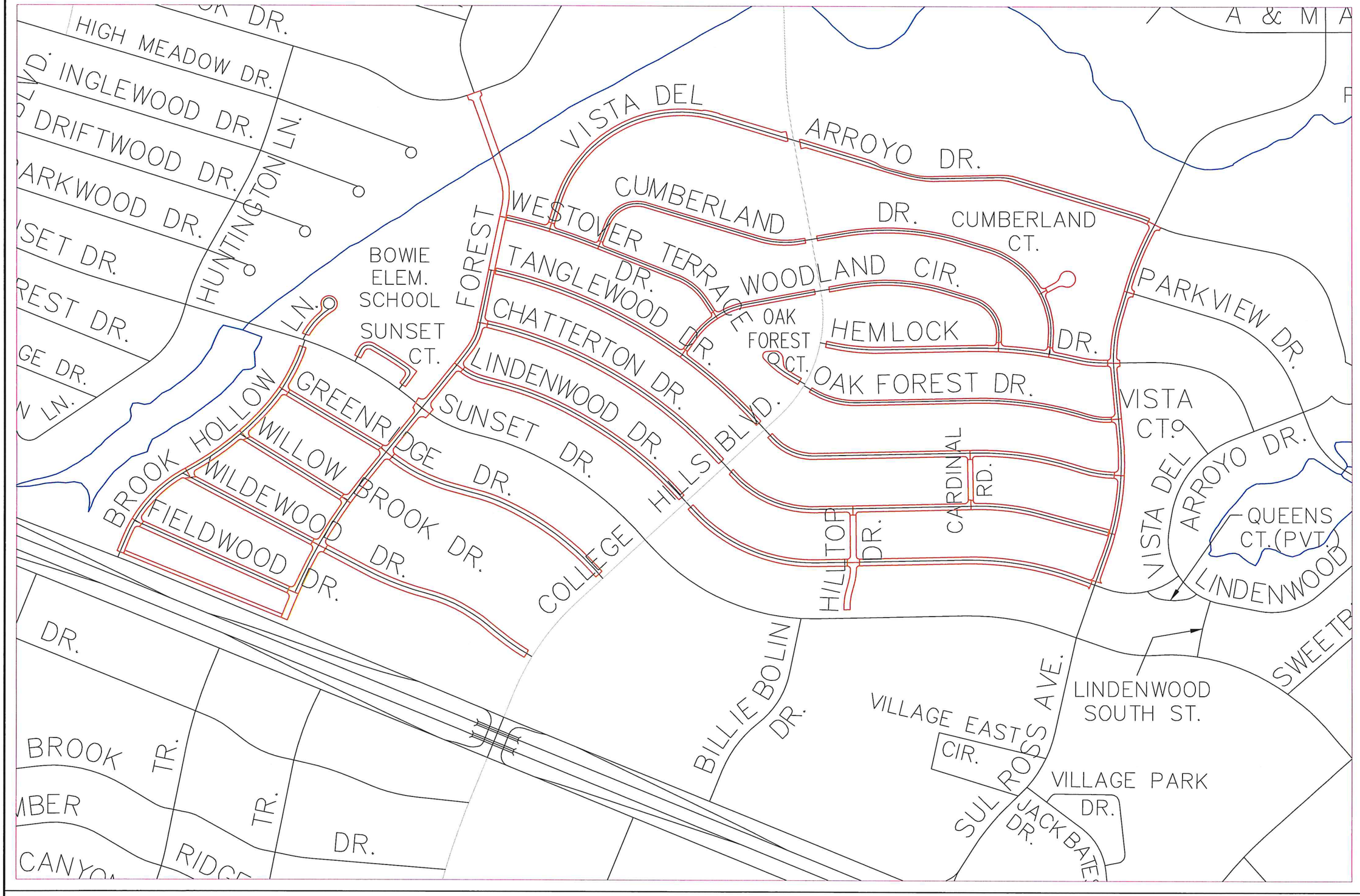
| DRAWN BY: | PM | CHECKED BY: | KC | HORIZ. SCALE: | 1"=500' |
| VERT. SCALE: | N/A | DRAWING #: | W-XXXX | DATE: | 11/2016 |

ENGINEERING SERVICES DEPARTMENT

THE CITY OF SAN ANGELO TEXAS

UNIVERSITY PAVING

ALTERNATE BID 1
ESTIMATED 79,663 SY




N

0' 500' 1000'

SCALE IN FEET

| | | | | | |
|---|---|---|---|---|---|
| DRAWN BY: | PM | HORIZ. SCALE: | 1"=1000' | DRAWING #: | W-XXXX |
| CHECKED BY: | KC | VERT. SCALE: | N/A | DATE: | 11/2016 |

ENGINEERING SERVICES DEPARTMENT

THE CITY OF SAN ANGELO TEXAS

COLLEGE HILLS PAVING

ALTERNATE BID SECTION 2
ESTIMATED 135,696 SY

Sheet No. 9

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: June 6, 2017

Item type: Consent Item

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**Caption:**

Consider authorizing the sale of the following Lake Nasworthy property to the current residential lot lease holder for the appraised value (C. Preas):
1. 2206 Joy Road; Lot 14, Block 1, Group 16, Lake Nasworthy Addition; $99,900

**Summary/History:**

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

Sale of the surface estate of city-owned Lake Nasworthy residential lots is governed by City of San Angelo Code of Ordinances, Article 9.03, Sec. 9.03.004.

**Financial Impact:**

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

**Other Information/Recommendation:**

Staff recommends approval.

**Attachments:**

| | | |
|---|---|---|
| 1. | 2206 Joy Rd Summary Appraisal | 2206 Joy Rd. Summary Appraisal.pdf |

**Presentation:**

**Approvals/Reviews:**

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

# APPRAISAL OF REAL PROPERTY

## LOCATED AT

2206 Joy Rd
San Angelo, TX 76904
Lot 14, Block 1, Group 16, Lake Nasworthy Addition

## FOR

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

## AS OF

04/20/2017

## BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 110
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

Halfmann Appraisals
133 W Concho Ave Ste 110
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

04/30/2017

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

Re: Property: 2206 Joy Rd
San Angelo, TX 76904
Borrower: Joan Crouch
File No.: R17-0340

Opinion of Value: $ 99,900
Effective Date: 04/20/2017

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

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

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

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

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

Respectfully Submitted,

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

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: June 6, 2017

Item type: Consent Item

---

**Caption:**

Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the City and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to related to 831 West 16th; Lot 2, Block 12, Mineola Addition; Vega ($5,500) - (C.Preas)

**Summary/History:**

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

**Financial Impact:**

Upon approval: (1) The City will retain a $500 Administration fee; (2) The balance will be distributed according to the judgment or tax warrant on the Sheriff's Return; (3) Property will be reinstated back onto tax roll. Savings to the City includes securing and monitoring a structure and ground maintenance charges.

**Other Information/Recommendation:**

Staff recommends approval.

**Attachments:**

| | | |
|---|---|---|
| 1. | Property Analysis Mineola Addtn | Property Analysis Mineola.pdf |
| 2. | Map Tax Resale Mineola Addtn | Map Tax Resale Mineola.pdf |

**Presentation:**

**Approvals/Reviews:**

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

# PROPERTY ANALYSIS

**For Tax Resale Property**

| | |
|---|---|
| **Legal Description:** | Lot 2, Block 12, Mineola Addition, City of San Angelo, Tom Green County, Texas, as described in deed recorded in Volume 771, Page 498, Official Public Records of Real Property, Tom Green County, Texas. |
| **Improved/Unimproved** | Improved |
| **Tax Suit Number:** | C-15-005-TAX |
| **Location:** | 831 W 16th |
| **City of San Angelo, et al. vs.** | Unknown Heirs of Ceola Tatum, deceased |
| **Tax ID Number:** | Acct #20-34900-0012-002-00 |
| **Judgment Date:** | February 7, 2017 |
| **Date of Sheriff's Sale:** | May 2, 2017 |
| **Sheriff's Deed Recorded:** | May 11, 2017 |

| | | | |
|---|---|---|---|
| | | **Years Held in Trust** | **1 month** |
| **Adjudge Value:** | $ 7,300.00 | **Urban Redevelopment Program?** | **No** |
| **Amount of Offer:** | $ 5,500.00 | | |
| **Purchaser:** | Annette Diaz Vega | | |

| | Amounts Due Fees | Judgment | Priority Allocations | % of Remainder | Pro Rata Allocations | Amounts Distributed |
|---|---|---|---|---|---|---|
| **Administration Fee** | $500.00 | | $500.00 | 0.00% | | **$500.00** |
| **Maintenance Fee** | $0.00 | | $0.00 | 100.00% | | **$0.00** |
| **District Clerk** | $697.00 | | $697.00 | 100.00% | | **$697.00** |
| **Sheriff's Fee** | $100.00 | | $100.00 | 100.00% | | **$100.00** |
| **Attorney Fee** | $416.00 | | $416.00 | 100.00% | | **$416.00** |
| **Municipal Liens** | | $0.00 | | | | **$0.00** |
| **Taxes** | | $6,087.00 | | 62.21% | | **$3,787.00** |
| **Total** | $1,713.00 | $6,087.00 | $1,713.00 | | $0.00 | $5,500.00 |
| **Actual Total Amt Due** | | $7,800.00 | | | | |
| **Amount Remaining** | | | | | | |

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

# Tax Resale 831 W. 16th St

May 23, 2017

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

- Parcels
- Platted Lot Line Labels
- Platted Lot Lines
- Building Setback

**Encumbrances**

- <all other values>
- Emergency Vehicle Access
- Encumbrance Releases
- Abandonments Approved
- Abandonments Denied
- Abandonments Expired
- Abandonments Withdrawn

City of San Angelo Copyright 1987-2014

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: June 6, 2017

Item type: Consent Item

---

**Caption:**

Consider approving a new 40-year lake lot residential lease with the following Tenants (C. Preas):
1. 6682 Knickerbocker Rd; Lot 103, Group Shady Point, Lake Nasworthy Addition
2. 2618 Sleepy Hollow Rd; Lot 39, Group Fisherman's Road, Lake Nasworthy Addition

**Summary/History:**

City of San Angelo Code of Ordinances, Article 9.03, Sec. 9.03.003(c)(1) provides the maximum length of a residential lease is forty (40) years if a residence is located on a lot.

The following Tenants requests a new 40-year lease:

1. 6682 Knickerbocker Rd;
Tenant requests a new lease as current lease ends June 30, 2017.

2. 2618 Sleepy Hollow Rd:
Tenant requests a new lease as current lease ends April 30, 2019

Tenants are in good standing as to all lease obligations.

**Financial Impact:**

6682 Knickerbocker Rd: yearly lease fees will be based on the appraised value of the lot.

2618 Sleepy Hollow Rd: 2018 yearly lease fee $713; thereafter, yearly lease fee will be based on the appraised value of the lot.

**Other Information/Recommendation:**

Staff recommends approval.

**Attachments:**

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Cynthia Preas | Created/Initiated |
| Cynthia Preas | Approved |

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Mitch Sprunger, Airport Operations Manager, Airport, 325-659-6409

Meeting Date: June 6, 2017

Item type: Consent Item

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**Caption:**

Consider authorizing a Consent to Assignment of a lease agreement from Above The Clouds, LLC to Badgett Bros., LLC for 475 square feet of concessionaire space located at San Angelo Regional Airport (L.Elguezabal)

**Summary/History:**

Above The Clouds, LLC, who currently operates a 475 square foot café located inside the airport terminal building, is requesting an assignment of their current lease to Badgett Bros., LLC.. Badgett Bros., LLC. will continue to operate the cafe and assume all obligations of the lessee under the current lease terms. The lease, with appropriate amendments, ends on May 31, 2019.

Under the current lease, the monthly rent is $300.00 or 5% of gross receipts, whichever is greater. The terms of the assignment will remain the same.

**Financial Impact:**

Under the current lease, the monthly rent is $300.00 or 5% of gross receipts, whichever is greater. The terms of the assignment will remain the same.

**Other Information/Recommendation:**

Airport Staff Recommends City Council Approval

**Attachments:**

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Mitch Sprunger | Created/Initiated |
| Luis Elguezabal | Approved |
| Theresa James | Approved |
| Anthony Wilson | Approved |
| Julia Antilley | Approved |
| Tina Dierschke | Approved |
| Theresa James | Approved |
| Becky Dunn | Approved |
| Bryan Kendrick | Final Approval |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: June 6, 2017

Item type: Consent Item

---

**Caption:**

Consider approval of a resolution allowing for funding of management services provided by the San Angelo Performing Arts Coalition as they relate to the Auditorium project (T.Dierschke)

**Summary/History:**

Per the attached agreement with the San Angelo Performing Arts Coalition (SAPAC), the City has agreed to fund management services provided by SAPAC for the City Auditorium in the amount of $50,000 per year for the first three years and then for a negotiated amount for years four and forward once those services have commenced.

SAPAC will begin management of the Auditorium in the current fiscal year and is seeking payment as agreed upon in the agreement. The attached resolution will serve as authorization for that expenditure. Note that the amount is prorated for the current fiscal year.

**Financial Impact:**

$8,333 in expenses related to the Auditorium project for the current fiscal year and $50,000 per year thereafter. The current year budget was approved by Council on April 18, 2017 and was funded by the Civic Events Fund through Hotel Occupancy Tax revenue/fund balance.

**Other Information/Recommendation:**

**Attachments:**

| | | |
|---|---|---|
| 1. | SAPAC Agreement | SAPAC-City first amended operating agreement signed copy 4-15-2014.pdf |
| 2. | SAPAC Budget FY 18 | 1718 SAPAC Budget.pdf |
| 3. | SAPAC Budget FY 17 | 1617 SAPAC Budget - Approved.pdf |
| 4. | SAPAC Resolution | 17-183+Resolution+releasing+HOT+funding+to+SAPAC (2).docx |

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Tina Dierschke | Created/Initiated |
| Theresa James | Approved |
| Anthony Wilson | Approved |
| Julia Antilley | Approved |
| Tina Dierschke | Approved |
| Theresa James | Approved |

| | |
|---|---|
| Becky Dunn | Approved |
| Bryan Kendrick | Final Approval |

**FIRST AMENDED AND RESTATED DEVELOPMENT AND OPERATING AGREEMENT FOR PERFORMING ARTS CAMPUS BY AND BETWEEN THE CITY OF SAN ANGELO AND THE SAN ANGELO PERFORMING ARTS COALITION**

This First Amended and Restated Development Agreement for Performing Arts Campus ("Agreement") by and between The City of San Angelo, Texas, a Texas home-rule municipal corporation situated in Tom Green County, Texas ("City"), and the San Angelo Performing Arts Coalition ("SAPAC"), a Texas non-profit corporation, which is made up of the following members: San Angelo Symphony Society, Inc., a Texas non-profit corporation ("Symphony"), San Angelo Civic Theatre (d/b/a Angelo Civic Theatre), a Texas non-profit corporation ("Civic Theatre"), San Angelo Civic Ballet, Inc., a Texas non-profit corporation ("Ballet"), and the San Angelo Cultural Affairs Council, Inc., a Texas non-profit corporation ("SACAC"), collectively referred to herein as "the Parties", shall be effective **April 15, 2014**, and restates and supersedes the DEVELOPMENT AND OPERATING AGREEMENT FOR PERFORMING ARTS CAMPUS BY AND BETWEEN THE CITY OF SAN ANGELO AND THE SAN ANGELO PERFORMING ARTS COALITION by and between the parties, effective October 16, 2012.

WHEREAS, the Parties recognize that a need exists for a suitable performing arts center in San Angelo, Texas, to provide facilities to meet the needs of the community for performing arts (music, theater and dance) productions, as well as to provide a place for film and multi-media exhibitions and other cultural events; and,

WHEREAS, City and SAPAC desire to jointly undertake the planning and development of performing arts facilities that include restoration, reconstruction and possible expansion of the City Auditorium at 72 W. College, complemented with tentative plans for SAPAC to construct a Performing Arts Center (PAC) at 25 W. Second Street, the location of the former Coca-Cola warehouse, and the parties to develop and construct a plaza and performing arts campus encompassing those facilities (hereinafter "the Project"); and,

WHEREAS, the Municipal Auditorium in its present configuration and condition cannot accommodate the current and future cultural, civic, political and social needs of the community. To meet these needs and to serve as the anchor of a Performing Arts Center and campus, the City Auditorium will require extensive renovation and modernization, to potentially include the addition of an Annex; and,

WHEREAS, a feasibility study has been completed by Janis A. Barlow & Associates, which recommends that: a Project be jointly developed by the City and SAPAC; that the anchor of a Performing Arts Center and Campus should be the City Auditorium located in the historic City Hall Building in Downtown San Angelo, Texas; and that after completion of the City Auditorium renovations, the City Auditorium should be managed by SAPAC through a contract with the City;

NOW THEREFORE, the City of San Angelo and the San Angelo Performing Arts Coalition, in consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration do hereby agree as follows:

## I. DEFINITIONS, TERM AND STATED INTENTIONS

Section 1.1 Definitions: Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the meanings indicated:

a) "Annex" shall mean the planned addition to the City Auditorium located in the historic City Hall building in downtown San Angelo.

b) "Auditorium" shall mean the portion of the historic City Hall building in downtown San Angelo commonly known as the City Auditorium, including lobby and restrooms utilized therewith, owned by the City of San Angelo.

c) "Lease" shall mean any lease effective during the term of this Agreement pursuant to which the City leases municipal building space to SAPAC, or any of its members or their successors in interest, for office use and management services for Project facilities.

d) "Performing Arts Campus" or "Campus" shall mean the grounds of the Project.

e) "Performing Arts Center" shall mean the new performing arts facility planned to be designed, built, and owned by SAPAC on the site of the property known as the former Coca-Cola Warehouse, located at 25 W. Second Street in downtown San Angelo.

f) "Performing Arts Plaza" or "Plaza" shall mean the grounds incorporating City Hall, the Auditorium, and the neighboring grounds of the Performing Arts Center uniformly developed into an integrated plaza. The area of the Plaza grounds are depicted on **Exhibit "D"**, attached hereto.

g) "Project" shall mean collectively: the Auditorium and possible Annex, and the Performing Arts Plaza incorporating the Auditorium and Annex, City Hall and the Performing Arts Center.

h) "Project Plans" shall mean plans and specifications for the restoration, reconstruction and possible expansion of the Auditorium with construction of an Annex and plans and specifications for development of the Performing Arts Plaza.

i) "Property" shall mean that certain real property upon which is located the historic City Hall building and Auditorium, and the site for the Performing Arts Center formerly known as the Coca-Cola warehouse facilities, each more particularly described on **Exhibit "A"** (Historic City Hall, Auditorium and grounds) and **Exhibit "B"** (site for the Performing Arts Center).

Section 1.2 Commencement and Initial Term: The term of this Agreement shall commence on the effective date first hereinabove provided and shall terminate twenty (20) years after the record of completion date for the planned restoration and reconstruction of the City Auditorium, including any expansion thereof. The record of completion date shall be the date set by the City certifying completion of the restoration and reconstruction of the City Auditorium, including any

expansion thereof, at which time the restored and reconstructed City Auditorium shall be available for public performing arts presentations.

Section 1.3 Renewal Term: SAPAC, at its option, may renew this Agreement on the same terms and conditions hereof, for up to three additional terms of ten (10) years each on condition that SAPAC is not then in default of any of its obligations under this Agreement or under the terms of any lease, facilities management and operating agreement or other agreement that SAPAC now has or may have with City at the time of renewal. SAPAC shall exercise the renewal options by providing City with written notice of renewal not less than twelve (12) months, but not earlier than twenty-four (24) months, prior to the termination of the Initial Term, or first extended or second extended terms as applicable.

Section 1.4 Annual Renewal of Term: Subject to termination as herein provided, this Agreement shall automatically renew annually pursuant to the same provisions and conditions hereof if:

a) SAPAC is entitled to renew this Agreement for an additional ten (10) year term as provided at Section 1.3 hereof, and elects not to do so; or
b) Upon expiration of the renewal terms described in Section 1.3 above if this Agreement is in fact so renewed.

Section 1.5 Termination: This Agreement under Sections 1.2 and 1.3 above may be terminated at any time by mutual agreement of the Parties. This Agreement may be terminated by either party hereto during any Annual Renewal Term described under Section 1.4 above, upon ninety (90) days written notice given to the other party.

Section 1.6 Intention of the Parties: The Parties agree to be bound by the following stated intentions:

a) SAPAC shall contract with an architect for the design, plans and specifications for reconstruction and potential expansion of the City Auditorium (hereinafter "Architectural Services Contract") subject to City Council approval by written resolution in the selection of an architect by SAPAC and approval of the contract price as herein provided.

b) SAPAC shall include within the Architectural Services Contract certain "essential provisions" as required by City and set forth in **Exhibit "C"**, attached hereto and made a part of this Agreement for all purposes. City shall be designated by SAPAC and the architect as an intended third party beneficiary to the Architectural Services Contract. The plans and specifications shall be subject to City Council approval by written resolution. Change orders for budgeted items less than Twenty-Five Thousand Dollars ($25,000.00) shall be subject to the prior approval of the City Manager or his designee. All other change orders shall be subject to approval by written resolution of City Council.

c) City shall contract with a CONSTRUCTION MANAGER AT RISK (CMAR) general contractor in the form of a Guaranteed Maximum Price Contract (G-MAX) for restoration and reconstruction of the City Auditorium, and potential expansion of the

Auditorium with the addition of an Annex, pursuant to plans and specifications approved by both City and SAPAC.

d) Costs savings under the CMAR G-MAX contract from the projected maximum contract price shall be designated for additional construction services for the Auditorium and any annex as may then be agreed to by the parties.

e) Except as may otherwise be agreed to in writing by the parties and approved by City Council by written resolution, notwithstanding any other provision in this Agreement to the contrary, City's financial obligation under this Agreement shall not exceed TWO MILLION ONE HUNDRED THOUSAND DOLLARS ($2,100,000.00). The financial obligation of SAPAC under this Agreement shall be TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00), inclusive of its expenses under the Architectural Services Contract and its contributions into the Construction Account for prorated reimbursement of expenses incurred by City under the CMAR G-MAX contract.

f) SAPAC shall be solely responsible for draws and expenses as they are incurred by SAPAC under the Architectural Services Contract.

g) The obligations of the Parties with respect to payments due or draws to be made under the CMAR G-MAX contract shall be as follows:

    i.) City shall establish and maintain a designated construction account (hereinafter "Construction Account") for the deposit of funds by each of the parties necessary to meet the payment obligations of City under the CMAR G-MAX contract. SAPAC shall make periodic deposits of funds into the Construction Account for reimbursement of its proportionate share of expenses incurred by City under the contract on request of City at such times as may be necessary for payments or draws to be made when due under the contract.

    ii.) SAPAC shall share in construction expenses as they are incurred by City under the CMAR G-MAX contract in proportion to the obligations of the parties as described in Section 1.6, subsection "e" above.

    iii.) Except as otherwise may be agreed to by the parties and approved by City Council by written resolution, SAPAC shall be responsible for deposits into the Construction Account for reimbursement of expenses incurred by City under the CMAR G-MAX contract, exceeding the City's obligation to expend a proportionate share of the expenses up to a total sum not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00).

h) SAPAC shall independently, at its sole cost and expense, develop plans and specifications for the Performing Arts Center (PAC) to be constructed by SAPAC at the former Coca-Cola Warehouse located at 25 W. Second Avenue, San Angelo, Tom Green County, Texas.

i) At such time as the PAC shall be constructed, SAPAC shall improve and landscape that portion of the Performing Arts Plaza on the PAC site (**Exhibit "B"**) so as to complete a unified Performing Arts Plaza.

j) City and SAPAC shall work together to provide for the management of the Auditorium as provided under Part V "Management Phase" of this Agreement.

## II. PLANNING PHASE

Section 2.1 Planning Phase-Auditorium: SAPAC shall diligently proceed to negotiate a contract with an architect for professional services necessary for plans and specifications in the restoration and reconstruction of the Auditorium that maintain the architectural integrity and theme of the Auditorium in conformity with the current restoration of the historic City Hall building, which may include plans for expansion of the Auditorium by addition of an Annex. The selection of an architect and the Architectural Services Contract price shall be subject to the mutual approval of City Council by written resolution and SAPAC. The plans and specifications shall be subject to the prior approval of City Council by written resolution. The planning phase for the Auditorium shall include that period of time commencing with the effective date of this Agreement and continuing to an award of a contract by City for CMAR general contracting services for restoration and reconstruction of the Auditorium, which may include expansion of the Auditorium.

Section 2.2 Default at Planning Stage: City may deem a failure of SAPAC to timely perform any of the conditions precedent under Section 2.4 below to be a default by SAPAC of the terms of this Agreement; and, if after giving thirty (30) days written notice to cure specifying the default the default continues, City may terminate this Agreement notwithstanding any provision to the contrary relating to default in the Agreement.

Section 2.3 Planning Phase of Performing Arts Plaza: SAPAC and City will endeavor to coordinate their planning efforts for improvements and landscaping to create a Performing Arts Plaza that unifies the grounds encompassing the restored and reconstructed Auditorium, any expansion thereof by addition of an Annex, and the planned Performing Arts Center grounds into an integral plaza.

Section 2.4 Condition Precedent to the Restoration and Reconstruction of the Auditorium: The Construction Phase of the Auditorium improvements, including any Annex, shall not commence until SAPAC satisfies the following preconditions:

a) Secure City Council approval by written resolution of the selection of an architect and Architectural Services Contract price, and secure approval of City by written resolution of Council of plans and specifications for reconstruction and any expansion of the Auditorium;

b) substantiate the availability of Project funds as provided at Sections 3.2 and 3.5; and,
c) provide to City a five (5) year plan for the operation and utilization of the reconstructed and restored Auditorium, which shall include at a minimum:
    i. anticipated sources and estimated amounts of revenue, on an annual basis;

ii. estimated expenses on an annual basis; and
iii. names and curricula vitae of all officers of SAPAC and persons anticipated to be employed by SAPAC to manage the Auditorium at commencement of the Management Phase of this Agreement.

## III. FUNDING OBLIGATIONS OF SAPAC

Section 3.1 Grant Writing and Funding: SAPAC will be responsible for conducting grant applications and fundraising from the private sector necessary to fund the capital costs for the portion of costs relating to restoration and reconstruction of the Auditorium, including any Annex thereto, not covered by the City's half cent sales tax revenues. SAPAC shall provide sufficient staff and consultant services reasonably necessary to accomplish its fundraising responsibilities under this Agreement.

Section 3.2 Funding for Restoration and Reconstruction of Auditorium, including Annex: Current construction cost estimates available to the Parties indicate that completion of renovation and reconstruction of the Auditorium, including any construction of an Annex to the Auditorium, will require of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00) in addition to the funds available to the City for restoration of the Auditorium and Plaza from its half cent sales tax revenues. SAPAC shall be responsible for fundraising efforts to obtain TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00) as provided under this Agreement. SAPAC shall provide City with proof of said funds when they are raised, through its agency relationship with San Angelo Area Foundation. SAPAC will provide the San Angelo Area Foundation with authorization to allow verification of said funds by the City sufficient for SAPAC to proceed with the Construction Phase of the Auditorium restoration and reconstruction, and any Annex construction.

Section 3.3 Funding for Construction of the PAC:

SAPAC will be solely responsible for raising the funds necessary to plan and construct the Performing Arts Center (PAC).

Section 3.4 Commemorative Naming of the Auditorium: To the extent not in conflict with the agency contract that the City has with Citywise Marketing, LLC, or its successors in interest, or with any other third party, in the sole determination of the City, and for purposes of assisting SAPAC in funding the Project, the City will endeavor to negotiate an agreement with SAPAC pursuant to which SAPAC may authorize commemorative naming of the City Auditorium in recognition of financial support for the Project, subject to City Council approval by written resolution. Said commemorative naming shall not include the marketing for sale or sale of naming rights. However, in the event SAPAC determines that it may have a party interested in the purchase of naming rights for the Auditorium, the City and SAPAC may negotiate with Citywise Marketing, LLC, or its successor in interest, or any third party then having such agency rights, to agree to terms for sale of the naming rights, subject to approval of the City Council by written resolution.

Section 3.5 Funding for Operational Endowment: In addition to the foregoing funding obligations assumed by SAPAC, SAPAC will be responsible for conducting all grant

applications and fundraising from the private sector necessary to fund an operational endowment of One Million Dollars ($1,000,000.00) or more for purposes of providing revenue necessary to support SAPAC's operational expenses relating to its ongoing future operation. SAPAC shall present evidence prior to commencement of the Construction Phase of the restoration and reconstruction of the City Auditorium: (1) that validates that SAPAC has or will have the operational endowment fully funded or pledged at the time of completion of renovation of the Auditorium; or (2) that SAPAC has in its operational reserves a minimum of Two Hundred Fifty Thousand Dollars ($250,000.00) available for SAPAC operational expenses that would otherwise be payable out of said endowment. On completion of the Construction Phase as provided at Section 4.1 herein, should any portion of said One Million Dollar ($1,000,000.00) endowment not be funded, SAPAC shall establish that it has in its operational reserves a minimum of Two Hundred Fifty Thousand Dollars ($250,000.00) available for SAPAC operational expenses that would otherwise be payable out of said endowment. If this Agreement is terminated as herein provided prior to five (5) years from its effective date, funds uncommitted and remaining in the operational endowment shall be deemed to be property of SAPAC or its assignee.

## IV. CONSTRUCTION PHASE

Section 4.1 Construction Phase Defined for Restoration and Reconstruction of the Auditorium and Construction of an Annex : The Construction Phase for the restoration and reconstruction of the Auditorium and any construction of an Annex to the Auditorium is the period of this Agreement beginning upon an award of a contract by City for construction manager at risk (CMAR) guaranteed maximum price (G-MAX) general contracting services for restoration and reconstruction of the Auditorium, including any expansion thereto, and ending upon completion of construction of those improvements and the opening to the public of the restored and reconstructed Auditorium and any Annex thereto for performing arts activities.

Section 4.2 Construction of the PAC: SAPAC has tentative plans to finance and construct a Performing Arts Center (PAC) on real property formerly known as the Coca-Cola warehouse facilities in downtown San Angelo. The PAC shall be planned, designed, managed and operated by SAPAC as a facility for public performances for performing arts and other cultural events that enhance the quality of life for the citizens of the San Angelo community.

Section 4.3 Construction and Landscaping of the Performing Arts Plaza: SAPAC and City shall jointly plan and construct improvements and landscaping for development of the Performing Arts Plaza. City shall construct improvements for the Plaza on City property surrounding the Auditorium and any expansion of the Auditorium by addition of an Annex. SAPAC shall finance, construct, and landscape land owned by SAPAC included within the Performing Arts Center grounds, pursuant to plans approved by SAPAC so as to complete a unified, integrated Performing Arts Plaza.

Section 4.4 Cooperative Efforts During Construction: SAPAC and the City will endeavor to keep construction and related costs as low as is reasonably practicable through cooperative efforts in the retention of and communications with construction management contractors and personnel.

## V. MANAGEMENT PHASE

Section 5.1 SAPAC Management, Marketing, and Ticket Sales Services:

a) The Management Phase of this agreement shall commence at the end of the Construction Phase under Part IV herein, and shall continue during the balance of the term of this agreement and of any supplemental facility management and operating agreement to be agreed to.

b) SAPAC will be responsible for management of the City Auditorium and the PAC pursuant to terms of this Agreement, with such additional terms as the parties may agree to. SAPAC will perform services that include marketing, scheduling of events and contracting for the use of the City Auditorium as well as for the Performing Arts Center when completed. With respect to the Auditorium, SAPAC management services will be limited to the extent not in conflict with any advertising agency, promotional agency or ticketing service contracts which the City may have. SAPAC shall include in any commitment, agreement or contract for the marketing, scheduling, use, production, presentation, conduct, or ticketing of an event at the City Auditorium, provision relating to minimum insurance requirements which shall include commercial general liability coverage naming the City as an additional insured. The policy shall be an occurrence-type policy and shall protect the party contracting with SAPAC (Contracting Party) for use of the City facility and additional insureds (City and SAPAC) against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contracting Party's employees) and damage to property of the City or others arising out of the act or omission of the Contracting Party or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contracting Party under an agreement for "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 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) |

(c) This minimum insurance requirement may, at the discretion of City, be subject to renegotiation and adjustment once every five (5) years during the term of this Agreement.

(d) SAPAC shall annually negotiate with each of its member entities and the City to determine user rates and a fixed number of days for programs or events planned by SAPAC member entities or City, both of which shall be given priority before allocating days for any other users. Annual recurring events shall be given scheduling priority.

Section 5.2 Allocation of Hotel Occupancy Tax Revenue:

(a) From commencement of the Management Phase under Section 5.1 herein, the City will contribute to the funding of the management services delegated to SAPAC under this Agreement pursuant to act of City Council as authorized under Article 5.800 "Hotel Occupancy Tax", Section 5.805 "Use of Revenue", of the City of San Angelo Code of Ordinances. The allocation of Hotel Occupancy Tax revenues for distribution to SAPAC should be awarded annually by City Council for fiscal years that management services are rendered by SAPAC, prorated for any part of a fiscal year that such services are rendered, as follows:

Fiscal Years 1-3: An award of Fifty Thousand Dollars ($50,000.00) of the City's Hotel Occupancy Tax revenues.

Fiscal Year 4 and for fiscal years thereafter: SAPAC will negotiate with City for an amount of City's Hotel Occupancy Tax revenues to be awarded by City Council. City Council shall consider reports submitted by SAPAC of its management and marketing services performed, and expenses incurred, when awarding a grant of Hotel Occupancy Tax revenues under this Section 5.2, such award not to vary from the award for the previous fiscal year by more than ten percent (10%).

(b) Such allocation and distribution of Hotel Occupancy Tax revenues shall be subject to the approval by the City Council of the annual budget of SAPAC for the year in which the allocation and distribution is made. The approval must be in writing in advance of the distribution. A failure by the City Council to timely act to provide for the allocations of Hotel Occupancy Tax revenues as hereinabove provided shall entitle SAPAC to terminate this Agreement. Notwithstanding the foregoing, City reserves the right to terminate distribution of Hotel Occupancy Tax revenues, or redirect or re-designate how SAPAC shall utilize the revenues if it is determined that there has been a misuse or misapplication of Hotel Occupancy Tax revenue in violation of City Ordinances or Texas State law. SAPAC shall submit annual reports to the City Council listing the expenditures made by SAPAC of revenues distributed to it by City. Any misuse or misapplication of Hotel Occupancy Tax revenue by SAPAC in violation of City ordinances or Texas State Law shall be grounds for termination of this Agreement by City.

Section 5.3 Box Office and Ticketing Services: SAPAC will provide box office and ticketing services for events scheduled by its members and City at the Auditorium or PAC, including box office manager, hardware, software, and web portal. SAPAC will set and collect a ticketing fee toward the recovery of costs associated with this service. SAPAC may provide the same box office and ticketing services for events scheduled by the City or other entities or members of the public.

Section 5.4 City Auditorium Maintenance and Improvement Fee: SAPAC will collect a Facility Maintenance and Improvement Fee (FMIF) for every ticket sold for each ticketed event

in the City Auditorium. SAPAC is not required to collect the FMIF for tickets gratuitously distributed by SAPAC, up to but not exceeding ten percent (10%) of tickets issued for events at the Auditorium during each annual year of this Agreement. The FMIF shall be Two Dollars ($2.00) per ticket. Annually, SAPAC and City staff shall review the FMIF and make a presentation to City Council regarding recommendation for any adjustment in the amount of the fee. An adjustment in the FMIF shall not become effective until approved by the City Council by written resolution. Proceeds from the collection of said fee will be turned over to the City of San Angelo by the end of the month following the month of collection. The City shall deposit and hold the proceeds in a designated fund for purposes of equipment and facility maintenance and improvements to the Auditorium and Annex. Expenditures shall not be made from the fund except upon authorization by vote of a majority of a FMIF committee made up of three (3) SAPAC board officers and three (3) City Council appointees. Expenditures from the FMIF fund in excess of Forty Thousand Dollars ($40,000.00) shall not be made without approval of the San Angelo City Council by written resolution. Should the FMIF committee become deadlocked in a tie vote on any such request for approval of expenditure under Forty Thousand Dollars ($40,000.00), the San Angelo City Council shall decide the matter by vote of a majority of a quorum of the Council members present.

Section 5.5 City Support for the Maintenance and Operation of the Auditorium: City shall negotiate with SAPAC pursuant to which City may provide support for the maintenance and operation of the Auditorium, including but not limited to:

a) utilities and information technology and telecommunications services, said services being reimbursable to the City for costs at the rate the City charges via internal service funds for the City Auditorium;
b) facility operations, maintenance and janitorial services for the City Auditorium, reimbursable to the City at 100% of actual cost (City shall provide SAPAC with the detail utilized to determine the actual cost of service.);
c) City will provide property insurance for the City Auditorium space. SAPAC will provide commercial general liability coverage naming the City as an additional insured. This policy shall be an occurrence-type policy and shall protect SAPAC and additional insureds (City) against all claims arising from bodily injury, sickness, disease or death of any person (other than the SAPAC's employees) and damage to property of the City or others arising out of the act or omission of SAPAC or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by SAPAC under the paragraph of this Contract 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 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) |

d) Extension of the term of the Lease of space as may become necessary to be concurrent with the term of this Agreement, or any extension of this Agreement, pursuant to the provisions of Section 5.6(c) below;
e) landscaping, maintenance and upkeep of all landscaped areas of the City Hall and adjoining landscaped property owned by City, except with respect to maintenance necessitated from events taking place on premises of the City.

Section 5.6 Lease of Office Space at City Hall for SAPAC: City, as Landlord, and SAPAC, as Tenant, have entered into a Lease Agreement dated December 4, 2012, of office space in the restored City Hall building (Lease) to accommodate SAPAC in the performance of its responsibilities under this Agreement, which Lease has been assigned by SAPAC to the San Angelo Symphony Society (Symphony) with City's consent. SAPAC, as guarantor of Symphony's performance under the Lease, and City agree that:

a) SAPAC will be solely responsible for the costs of planning and construction of improvements relating to building out of the agreed to space for purposes of office use. The Lease space consists of the open area on the mezzanine level at the west end of the City Hall building. The plans and construction of all such improvements must be approved by City and must maintain the architectural integrity and theme of the Auditorium and City Hall in conformity with the current restoration.
b) Rent for the improved Lease space will be a nominal One Dollar ($1.00) annual rental rate plus credit for management services provided by SAPAC that include marketing, operating, scheduling of events, ticket sales and contracting for the use of the City Auditorium and PAC, and the funding obligations assumed by SAPAC hereunder.
c) The Lease term shall be concurrent with the term set forth hereinabove at Section 1.2 and as the term may be extended under Section 1.3.
d) Annually, upon each anniversary of the effective date of the Lease Agreement, from and after occupancy of the Leased premises by SAPAC or Assignee of the Lease, SAPAC shall provide City with a comprehensive written report regarding its activities and utilization of the City Hall Auditorium, including revenues generated, expenses incurred, ticket sales, tickets distributed gratuitously, marketing activities, management activities, and other services rendered pursuant to this Agreement. In addition, SAPAC shall submit, annually its budget with projected revenues and expenses relating to its management of the Auditorium.
e) All equipment and trade fixtures installed on the Leased premises by SAPAC or Assignee of the Lease, excluding permanent improvements to the building or real estate, shall remain the property of SAPAC or Lease Assignee and shall be removed within thirty (30) days after termination of the Lease provided that any damage to the realty or building from their removal is fully repaired by SAPAC at time of removal. Notwithstanding the foregoing, all property remaining on the Leased premises from and after the expiration of sixty (60) days following the termination of the Lease shall be deemed abandoned by SAPAC or Lease Assignee and shall become the property of City to be disposed of as City in its sole discretion may deem fit without compensation to SAPAC or Assignee of the Lease.

Section 5.7 City Support for Operation of the PAC: This Agreement does not preclude the City from assisting SAPAC in operating expenses relating to operation of the PAC, or from facilitating the PAC in securing the lowest rates for utilities and other services necessary to operation of the PAC.

## VI. ASSURANCES

Section 6.1 Assurances Given by City to SAPAC: The City agrees that it shall:

a) cooperate in good faith with SAPAC in the implementation of this Agreement;
b) use all reasonable best efforts to maintain public access to the Auditorium for performing arts events scheduled by SAPAC on behalf of its member entities;
c) cooperate in good faith with SAPAC to perform City's obligations under the Lease Agreement dated December 4, 2012, by and between City, Landlord, and SAPAC, Tenant, of office space in the restored City Hall building necessary for SAPAC to conduct its responsibilities under this Agreement, which Lease has been assigned by SAPAC to the San Angelo Symphony Society with City's consent;
d) cooperate in good faith with SAPAC to negotiate and enter into an agreement pursuant to which City may assist SAPAC in the maintenance and operation expenses of the PAC or facilitate the PAC in securing the lowest rates for utilities and other services necessary to operation of the PAC.
e) Maintain the roof, foundation, and exterior walls of the Auditorium and Annex, and HVAC servicing the Auditorium and Annex, all or portions of which maintenance may be funded with FMIF funds as provided at Section 5.4 hereinabove.

Section 6.2 Assurances Given by SAPAC to City: SAPAC agrees that it shall:

a) manage and operate the restored, renovated and expanded Auditorium and PAC in a well maintained and professional manner for the presentation of performing arts and cultural events for the San Angelo community;
b) cooperate with the City to use reasonable efforts to encourage, promote and maintain the regular presentation of performing arts and cultural events at the Auditorium;
c) provide and set up required equipment for presentations at the Auditorium and maintain the same in good working order;
d) subject to the maintenance obligations of the City under this part VI. "Assurances", Section 6.1, undertake and complete repairs and maintenance necessary to maintain the Auditorium and Annex, and fixtures and equipment utilized in conjunction therewith, in a well maintained and professional manner; and,
e) Demonstrate its charitable mission as a non-profit entity by making the Performing Arts Campus, Auditorium and Performing Arts Center facilities and events accessible to a broad range of the public to include individuals who may not otherwise be able to utilize the facilities or participate in sponsored cultural events. As a goal, ten percent (10%) to fifteen percent (15%) of Auditorium use or Auditorium event access should be devoted to serve this purpose.

## VII. GENERAL PROVISIONS

Section 7.1 Status of Employees: Each Party hereto and each entity member of SAPAC shall retain supervision and control of its regular employees at all times while performing any activity relating to this Agreement and no regular employee of SAPAC or of any one of its entity members shall be considered or deemed to be a borrowed servant of City for Workers' Compensation purposes or for any other purpose. The City agrees that all persons regularly employed by it to furnish services hereunder shall be deemed at all times to be employees or agents of the City and not of SAPAC or of a member entity of SAPAC. Regular employees of SAPAC and regular employees of each entity member of SAPAC performing any activity relating to this agreement shall be deemed at all times to be employees or agents only of their regular employing entity and not employees or agents of the City. No employee of the City, SAPAC or an entity member of SAPAC shall become entitled to the benefits of employees of any Party not the regular employer of such employee.

**SECTION 7.2 SAPAC TO INDEMNIFY AND HOLD CITY HARMLESS:** **SAPAC AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY, ITS COUNCIL MEMBERS, OFFICERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEY'S FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING CLAIMS OR SUITS FOR JOINT ENTERPRISE LIABILITY, BY REASON OF DEATH OR INJURY TO PERSONS OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF THE INDEMNIFYING PARTY, AND ANY OTHER PERSON OR ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY THE INDEMNIFYING PARTY HEREUNDER. NOTWITHSTANDING THE FOREGOING, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF SAPAC AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NEITHER SAPAC OR CITY WAIVE ANY LEGAL CONTENTIONS, DEFENSES, OR IMMUNITIES, INCLUDING, BUT NOT LIMITED TO GOVERNMENTAL OR SOVEREIGN IMMUNITY, CHARITABLE IMMUNITY,**

**AND LIMITED RECOVERY AGAINST CHARITABLE ORGANIZATIONS, THEIR PERSONNEL, AND THEIR VOLUNTEERS PURSUANT TO THE CHARITABLE IMMUNITY AND LIABILITY ACT OF 1987 (TEX. CIV. PRAC. AND REM. CODE, CHAPTER 84, AS AMENDED). THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE THE INDEMNIFYING PARTY TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

Section 7.3 Default and Termination: Default in the terms of this Agreement or in the terms of the Lease agreement or the facilities management and operation agreement to be negotiated may result in termination of this Agreement.

a) In the event SAPAC defaults in performance of any of the covenants and conditions required herein to be kept and performed by SAPAC, or defaults in the Lease or the facilities management and operating agreement to be negotiated by and between the City and SAPAC, and such default continues for a period of thirty (30) days after written notice specifying such default, City shall have the right to: (1) terminate the Lease and re-enter and take possession of the Leased Premises and all personal property therein and to remove SAPAC or its Assignee and their agents and employees there from. In the event City elects to terminate the Lease and re-enter or take possession of the Leased Premises, SAPAC and its Assignee shall quit and peaceably surrender the Leased Premises to City, and City may re-enter the premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove SAPAC and its Assignee, and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same; (2) terminate the facilities management and operating agreement to be negotiated upon giving ninety (90) days advance notice of termination to SAPAC; and, (3) terminate this Agreement upon giving ninety (90) days advance notice of termination to SAPAC; provided however, that City shall have the right to terminate this agreement upon ten (10) days written notice to cure default in the payment of any sum due from SAPAC under the provisions of Part I "Definitions, Term and Stated Intention", Section 1.6 "Intention of the Parties" of this Agreement, and pursue such other remedies as may be available to City at law or in equity, including specific performance and/or injunctive relief.

b) In the event City defaults in performance of any of the covenants and conditions required herein to be kept and performed by City, or defaults in the facilities management and operating agreement to be negotiated by and between SAPAC and City, and such default continues for a period of thirty (30) days after written notice specifying such default, SAPAC shall have the right to terminate this Agreement upon giving ninety (90) days advance notice of termination to City.

c) In the event SAPAC: (1) files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or takes the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or

similar relief for itself under any present or future federal, state or other statute, law or regulation, or proceedings are taken by SAPAC under any relevant Bankruptcy Act in force in any jurisdiction available to SAPAC, or SAPAC seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of SAPAC of all or any substantial part of its properties or of the Premises, or makes any general assignment for the benefit of creditors, or (2) a petition is filed against SAPAC seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation, and shall remain without dismissal for an aggregate of one hundred twenty (120) days, or if any trustee, receiver or liquidator of SAPAC or of all or any substantial part of its properties is appointed without the consent or acquiescence of SAPAC and such appointment remains un-vacated for an aggregate of twenty (20) days; then either such event shall constitute a default by SAPAC and City shall have the right to terminate this Agreement, the Lease and the facilities management and operating agreement to be negotiated.

Section 7.4 Right to Injunctive Relief: In the event of a default by SAPAC that continues beyond the cure period provided for above, in addition to any other remedy provided by law, the City shall have the right to enjoin SAPAC from any function, activity, task or pursuit that is otherwise authorized hereunder, or under the Lease Agreement or the facilities management and operating agreement to be negotiated.

Section 7.5 Miscellaneous Terms: The following additional terms are mutually agreed to between the Parties and shall apply to this Agreement:

a) Execution and Delivery. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by the respective governing bodies of the Parties to execute this Agreement in their official capacities.

b) Assignment. SAPAC may not assign this Agreement or any rights hereunder without prior written consent of the City authorized by written resolution of the City Council, which consent may be withheld at the discretion of City. City may not assign this Agreement or any rights hereunder, except as may be required by law, without the prior written consent of SAPAC.

c) Applicable Law. This Agreement is not intended to create any legal rights enforceable by any third party against any Party to this agreement, nor is it intended to waive any rights or defenses available to any Party hereto. Specifically, this Agreement shall not be construed so as to waive any of the City's immunities from suit or liability as to any third parties. Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

d) Entire Agreement. This Agreement supersedes any and all other agreements or understandings, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

e) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and permitted assigns.

f) Amendment. This Agreement may only be amended by the mutual agreement of the Parties hereto in writing, signed by a duly authorized representative of each Party.

g) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

h) Survival and Cumulative Enforcement of Rights. Those provisions of this Agreement which by their very nature extend beyond termination or expiration of this Agreement shall survive such termination or expiration. All rights for enforcement of this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and, City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement. No waiver of a breach or any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained herein.

i) Force Majeure. In the event that any Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, act of terrorism, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the Parties hereto, it shall not be considered a breach of this Agreement.

j) Notice. Any notice to be given hereunder by any Party to the other Party shall be in writing and sent by first class U.S. mail, registered or certified, return receipt requested, as follows:

**SAN ANGELO PERFORMING ARTS COALITION**
Board President: Susan Brooks
c/o 221 S. Irving Street
San Angelo, Texas 76903

*With copies to the following SAPAC entities:*

Angelo Civic Theater
1936 Sherwood Way
San Angelo, TX 76901

San Angelo Symphony
PO Box 5922
San Angelo, TX 76902

San Angelo Civic Ballet
PO Box 5092
San Angelo, TX 76902

San Angelo Cultural Affairs Council
PO Box 2477
San Angelo, TX 76902

**CITY OF SAN ANGELO**
Attention: City Manager
72 W. College Avenue
San Angelo, Texas 76903

*With a copy to:*
City Attorney's Office
72 W. College Avenue
San Angelo, Texas 76903

*(Signature page to follow)*

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

SAN ANGELO PERFORMING ARTS COALITION

Susan Brooks

Susan Brooks, President

ATTEST:

BY: Gretchen Goldman

Gretchen Goldman

ITS: Secretary

CITY OF SAN ANGELO, TEXAS

Daniel Valenzuela, City Manager

ATTEST:

Alicia Ramirez, City Clerk

APPROVED AS TO FORM:

Rick Weise

Rick Weise, Asst. City Manager

APPROVED AS TO CONTENT:

Dan T. Saluri, Sr. Asst. City Atty.

EXHIBIT "A"

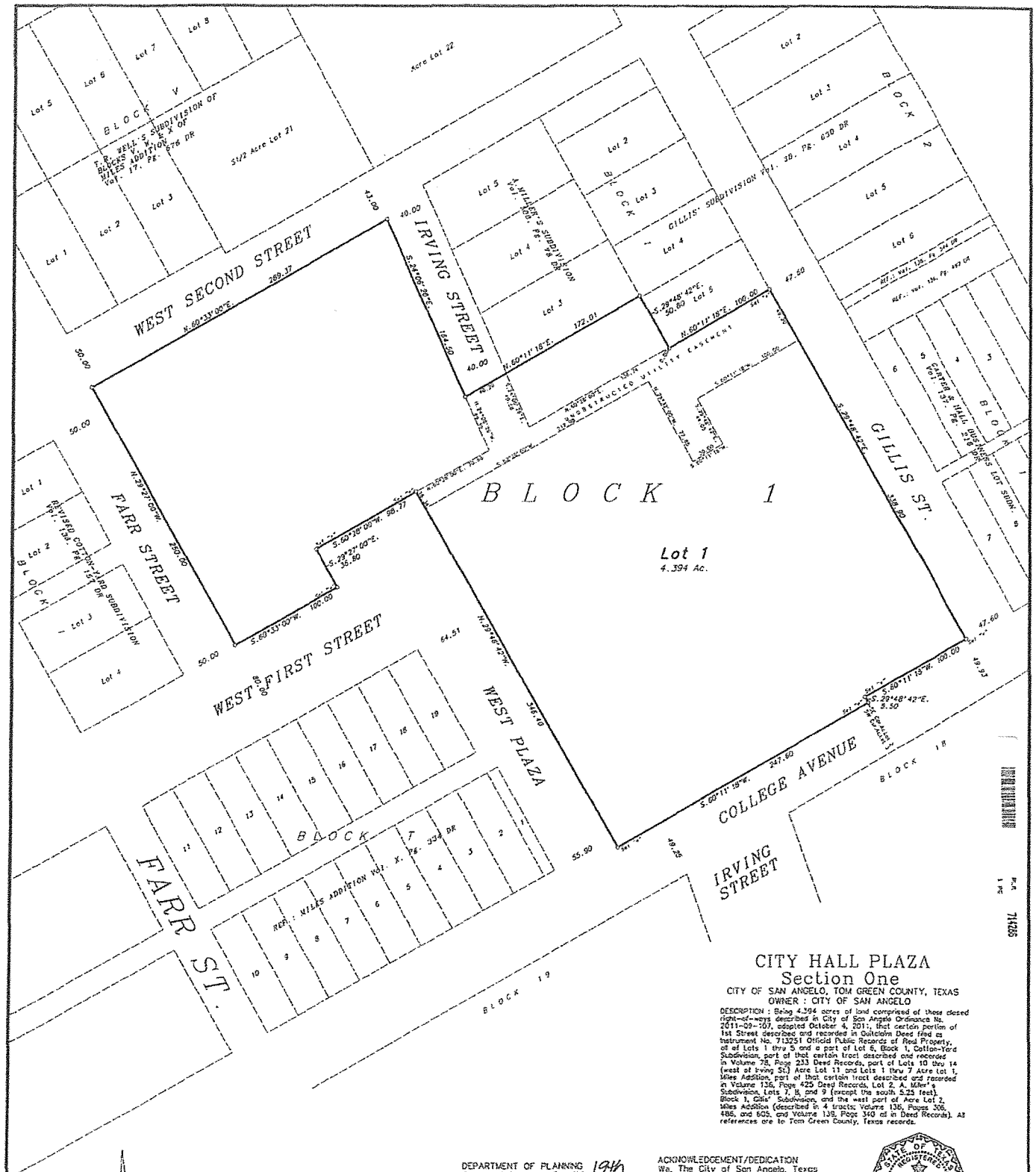
FIRST AMENDED AND RESTATED DEVELOPMENT AND OPERATING AGREEMENT FOR PERFORMING ARTS CAMPUS BY AND BETWEEN THE CITY OF SAN ANGELO AND THE SAN ANGELO PERFORMING ARTS COALITION

City Hall Building and Auditorium Site

# City Hall Plaza
# Section One

N

1 inch = 100 feet


WEST SECOND STREET
IRVING STREET
FARR STREET
WEST FIRST STREET
WEST PLAZA
GILLIS ST.
COLLEGE AVENUE
FARR ST.
IRVING STREET
BLOCK 1
Lot 1
4.394 Ac.
BLOCK V
BLOCK 2
BLOCK 1
BLOCK T
BLOCK 18
BLOCK 19
GILLIS' SUBDIVISION Vol. 38, Pg. 630 DR
T.R. WELLS SUBDIVISION OF BLOCKS V & X OF MILES ADDITION Vol. 17, Pg. 676 DR
MILLER'S SUBDIVISION Vol. 108, Pg. 428 DR
CARTER & HALL SUBDIVISION Vol. 37, Pg. 210 DR
REVISED COTTON-YARD SUBDIVISION Vol. 143, Pg. 151 DR
MILES ADDITION Vol. X, Pg. 334 DR
Acre Lot 22
S1/2 Acre Lot 21
N.60°33'00"E. 269.37
S.29°48'42"E. 346.80
N.29°48'42"W. 346.40
S.60°11'18"W. 247.60
N.60°11'18"E. 172.81
S.60°33'00"W. 100.00
N.29°27'00"W. 250.00
S.60°28'00"W. 98.77
S.29°27'00"E. 35.80
N.60°11'18"E. 105.00
S.29°48'42"E. 50.80
S.60°11'18"W. 100.00
S.29°48'42"E. 9.50
N.60°11'18"E. 155.50
S.60°11'18"W. 155.50
S.29°48'42"E. 346.80
S.60°11'18"W. 247.60
S.60°11'18"W. 100.00
S.29°48'42"E. 9.50
N.60°11'18"E. 105.00
S.29°48'42"E. 50.80
S.60°11'18"W. 155.50
N.60°11'18"E. 155.50

# CITY HALL

## AUDITORIUM

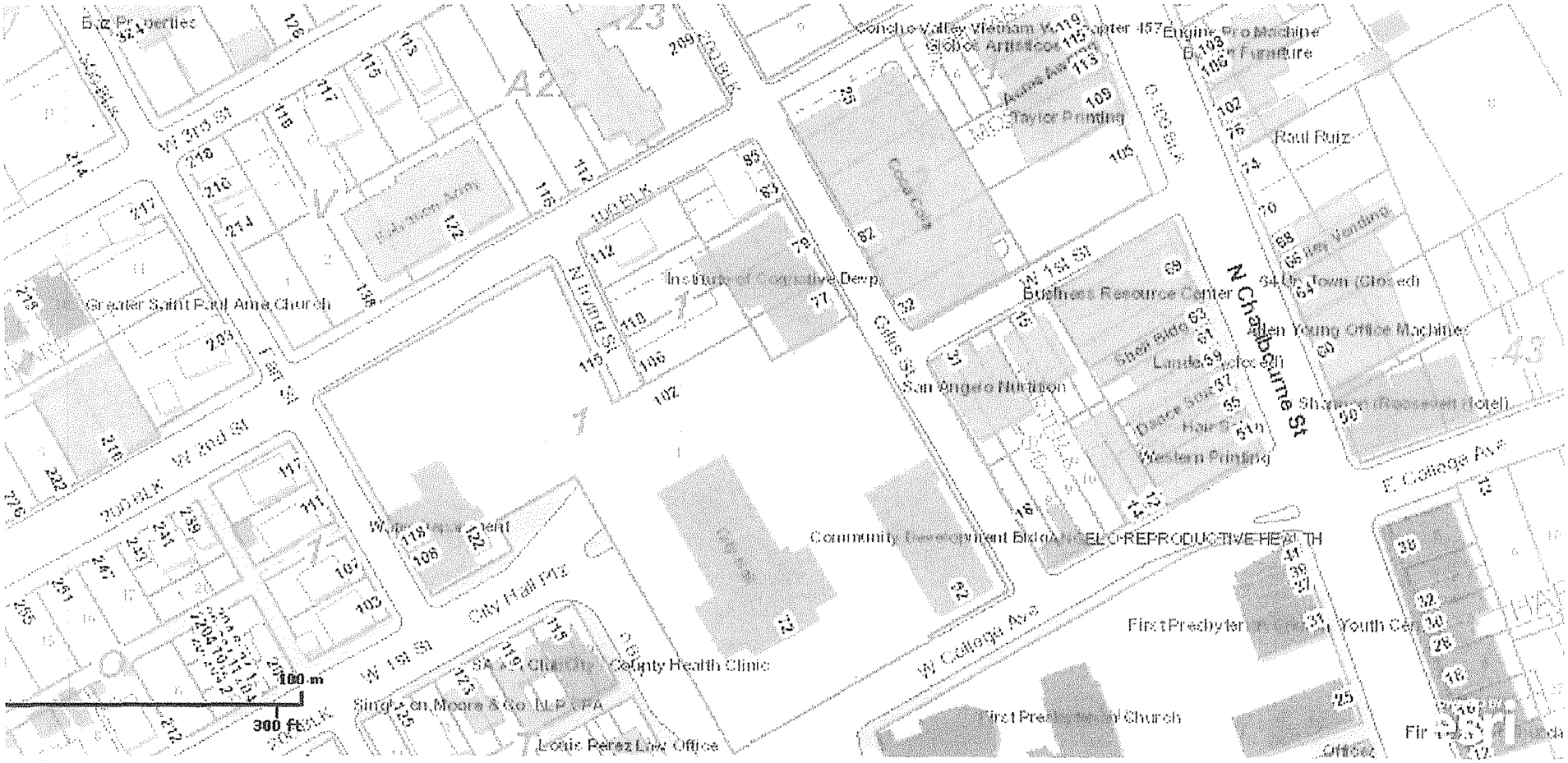



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EXHIBIT "B"

FIRST AMENDED AND RESTATED DEVELOPMENT AND OPERATING AGREEMENT FOR PERFORMING ARTS CAMPUS BY AND BETWEEN THE CITY OF SAN ANGELO AND THE SAN ANGELO PERFORMING ARTS COALITION

## Cite for the Performing Arts Center

Situated in the City of San Angelo, County of Tom Green and State of Texas: Known as being a part of Lots 1 through 4, W.A. Paul's Subdivision of Acre Lots 25 and 26 of the Miles Addition to the City of San Angelo, all of Lots 2 through 9 and a part of Lots 1, 10 and 12, R. Wilbur Brown Subdivision of Acre Lots 24 and 25 of the Miles Addition to the City of San Angelo, Tom Green County, Texas. Also being all of the land now or formerly conveyed to Coca Cola Bottling Company as recorded in Volume 538, Page 304 and a part of the land now or formerly conveyed to Coca Cola Bottling Company as recorded in Volume 504, Page 388 and Book 646, Page 81 of Tom Green County Records and being more particularly described as follows:

Beginning at a MAG nail set at the intersection of the north line of Second Street (variable width) with the east line of Gillis Street (47.6' wide), said corner also being the southwest corner of Lot 9 in said R. Wilbur Brown Subdivision;

Thence, along the east line of Gillis Street and the west line of said R. Wilbur Brown Subdivision, North 30 degrees 00 minutes 00 seconds West, 250.33 feet to a MAG nail set at the intersection of the east line of Gillis Street with the south line of Third Street (50' wide), said corner also being the northwest corner of Lot 5 in said R. Wilbur Brown Subdivision;

Thence, along the south line of Third Street and the north line of said R. Wilbur Brown Subdivision and along the north line of Lot 1 in said W.A. Paul's Subdivision, North 58 degrees 04 minutes 40 seconds East, 283.84 feet to a MAG nail set on the north line of Lot 1 in said W.A. Paul's Subdivision;

Thence, crossing through Lots 1 through 4 in said W.A. Paul's Subdivision, South 22 degrees 15 minutes 08 seconds East, 108.42 feet to a MAG nail set on the dividing line between Lot 4 and the Neary Lot in said W. A. Paul's Subdivision;

Thence, along the south line of Lot 4 in said W.A. Paul's Subdivision, South 67 degrees 33 minutes 33 seconds West, 15.14 feet to a MAG nail set at the southwest corner of Lot 4 in said W. A. Paul's Subdivision;

Thence, crossing through Lot 1 in said R. Wilbur Brown Subdivision, South 26 degrees 51 minutes 32 seconds West, 26.36 feet to a MAG nail set at the southeast corner of Lot 2 in said R. Wilbur Brown Subdivision;

Thence, along the south line of Lots 2 and 3 in said R. Wilbur Brown Subdivision, South 60 degrees 00 minutes 00 seconds West, 73.96 feet to a MAG nail set;

Thence, crossing through Lots 12 and 10 in said R. Wilbur Brown Subdivision, South 30 degrees 00 minutes 00 seconds East, 140.00 feet to a MAG nail set on the north line of Second Street and the south line of said R. Wilbur Brown Subdivision;

Thence, along the north line of Second Street and the south line of said R. Wilbur Brown Subdivision, South 60 degrees 00 minutes 00 seconds West, 158.02 feet to the Point of Beginning and containing 1.2269 acres (53,443 square feet) of land, more or less, and is subject to all legal highways, easements and restrictions of record.

Survey Tract 2

Situated in the City of San Angelo, County of Tom Green and State of Texas: Known as being a part of Lots 1, 2, 3 and 6 and all of Lots 4 and 5, Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo. Also being all of the land now or formerly conveyed to Coca Cola Bottling Company as recorded in Volume 648, Page 52 and all of the land now or formerly conveyed to Coca Cola Bottling Company as recorded in Volume 254, Page 439 and Book 504, Page 389 of Tom Green County Records and being more particularly described as follows:

Beginning at a MAG nail set at the intersection of the north line of First Street (40' wide) with the east line of Gillis Street (47.6' wide), said corner being on the west line of Lot 6, said Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo;

Thence, with the east line of Gillis Street and the west line of said Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo, North 30 degrees 00 minutes 00 seconds West 272.20 feet to a MAG nail set at the intersection of the east line of Gillis Street with the south line of Second Street (variable width), said corner also being on the west line of Lot 1 in said Gillis Subdivision of Acre Lots 14 of the Miles Addition to the City of San Angelo;

Thence, along the south line of Second Street and the north line of said Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo, North 60 degrees 00 minutes 00 seconds East, 143.60 feet to a MAG nail set;

Thence, crossing through Lots 1, 2 and 3 in said Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo, South 30 degrees 00 minutes 00 seconds East, 88.4 feet to a MAG nail set on the south line of the North 10 feet of Lot 3 in said Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo;

Thence, along the south line of the North 10 feet of Lot 3 in said Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo, North 60 degrees 00 minutes 00 seconds East, 4.00 feet to a MAG nail set on the east line of said Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo;

Thence, along the east line of said Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo, South 30 degrees 00 minutes 00 seconds East, 178.20 feet to a MAG nail set on the north line of First Street;

Thence, crossing through Lot 6 in said Gillis Subdivision of Acre Lot 14 of the Miles Addition to the City of San Angelo along the north line of First Street, South 60 degrees 00 minutes 00 seconds West, 147.60 feet to the Point of Beginning and containing 0.8952 acres (38,997 square feet) of land, more or less, and is subject to all legal highways, easements and restrictions of record.

## EXHIBIT "C"

## FIRST AMENDED AND RESTATED DEVELOPMENT AND OPERATING AGREEMENT FOR PERFORMING ARTS CAMPUS BY AND BETWEEN THE CITY OF SAN ANGELO AND THE SAN ANGELO PERFORMING ARTS COALITION

SAPAC shall include provisions addressing the following essential terms in it's contract for architectural services:

1. Identification of parties;

2. Designate City as owner and an intended third party beneficiary to such contract in a form approved by the City Attorney.

3. Provide that architect will work with SAPAC and with City as intended third party beneficiary under the contract to accomplish scope of work and cost savings.

4. Provide that copies of the contract, amendments to the contract, notices given under the contract, change orders, and records related to payments, advances, draws, or retainage be provided to City contemporaneously when due or produced under the contract.

5. Scope of work;

6. Contract price;

7. Professional Services Fees;

8. Time for performance;

9. Payment procedures and schedule;

10. Compliance with all applicable federal, state and local laws and regulations;

11. Default and remedies;

12. Termination rights;

13. Insurance requirements that include City as an additional insured in a form preapproved by the City's Risk Manager;

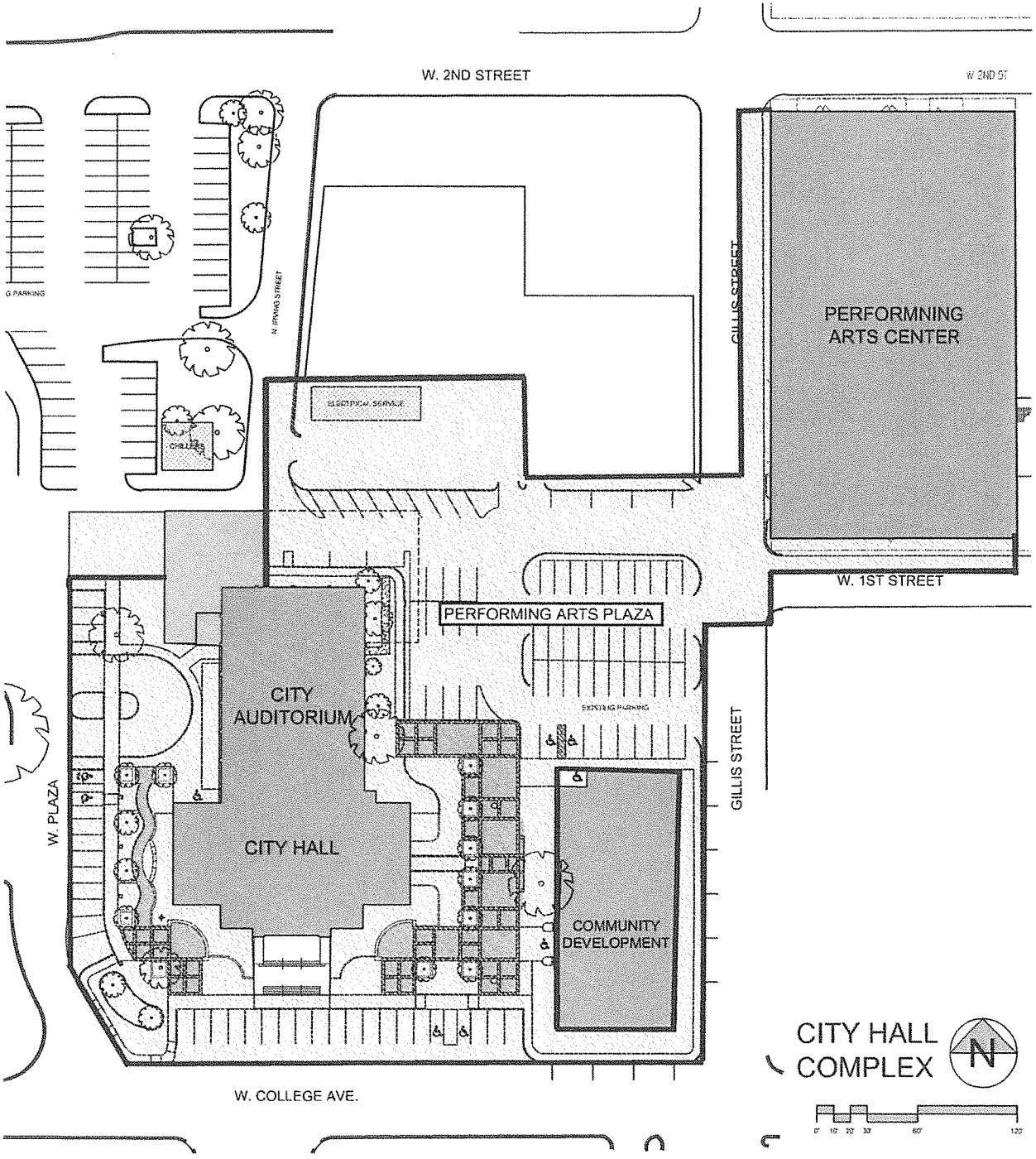
14. Indemnification and hold harmless agreement for the benefit of the City in a form preapproved by the City Attorney;

15. Notice requirement to City of San Angelo, Attention City Attorney, 72 W. College, San Angelo, Texas 76903.

## EXHIBIT "D"

## FIRST AMENDED AND RESTATED DEVELOPMENT AND OPERATING AGREEMENT FOR PERFORMING ARTS CAMPUS BY AND BETWEEN THE CITY OF SAN ANGELO AND THE SAN ANGELO PERFORMING ARTS COALITION

Performing Arts Plaza



| | 1718 Budget |
|---|---|
| **Earned Income** | |
| Event Margins (inclusive of Rent) | $ 440,150 |
| Occupancy Reimbursement | $ 35,000 |
| Ticketing Fees | $ 307,730 |
| Concessions | $ 19,388 |
| Merchandise Sales | $ 28,357 |
| **Direct Event Income** | **$ 830,625** |
| **Other Earned Income** | |
| Sponsorships/Underwriting | $ 92,000 |
| **Total Other Earned Income** | **$ 92,000** |
| **Total Earned Income** | **$ 922,625** |
| **Contributed Income** | |
| Annual Fund | $ 15,542 |
| Grants + Foundations | $ 17,500 |
| HOT funds | $ 50,000 |
| **Total Contributed Income** | **$ 83,042** |
| **Other Income** | |
| Endowment Draw | $ - |
| Interest Income | $ - |
| **Total Other Income** | **$ -** |
| **Total Income** | **$ 1,005,666** |
| **Expenses** | |
| Payroll | $ 441,478 |
| Community Development | $ 6,000 |
| Industry Development | $ 14,000 |
| Office Management | $ 182,900 |
| non-Perf Event Expenses | $ 318,040 |
| Development | $ 9,000 |
| **Total Expenses** | **$ 971,418** |
| **EBITDA** | **$ 34,248** |

# 1617 Budget

| | | |
|---|---|---|
| **Earned Income** | | |
| Event Margins (inclusive of Rent) | $ | 52,375 |
| Occupancy Reimbursement | $ | 30,250 |
| Ticketing Fees | $ | 34,867 |
| Concessions | $ | 20,581 |
| Merchandise Sales | $ | 1,806 |
| **Direct Event Income** | **$** | **139,879** |
| **Other Earned Income** | | |
| Sponsorships/Underwriting | $ | - |
| **Total Other Earned Income** | **$** | **-** |
| **Total Earned Income** | **$** | **139,879** |
| **Contributed Income** | | |
| Annual Fund | $ | 8,773 |
| Grants + Foundations | $ | 10,000 |
| HOT funds | $ | 50,000 |
| **Total Contributed Income** | **$** | **68,773** |
| **Other Income** | | |
| Endowment Draw | $ | - |
| Interest Income | $ | - |
| **Total Other Income** | **$** | **-** |
| **Total Income** | **$** | **208,651** |
| **Expenses** | | |
| Payroll | $ | 260,115 |
| Community Development | $ | 6,000 |
| Industry Development | $ | 11,000 |
| Office Management | $ | 138,500 |
| non-Perf Event Expenses | $ | 125,816 |
| Development | $ | 6,000 |
| **Total Expenses** | **$** | **547,431** |
| **EBITDA** | **$** | **(338,780)** |

**A**

**RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL APPROVING THE ANNUAL BUDGET OF THE SAN ANGELO PERFORMING ARTS COALITION AND ALLOCATING HOTE OCCUPANCY TAX REVENUES FOR MANAGEMENT SERVICES**

**WHEREAS**, the City of San Angelo and the San Angelo Performing Arts Coalition (SAPAC) have entered into a First Amended and Restated Development and Operating Agreement (Agreement) for the planning and development of performing arts facilities; and

**WHEREAS**, pursuant to that Agreement the City agrees to contribute Hotel Occupancy Tax to the funding of the management services that SAPAC performs; and

**WHEREAS**, per the Agreement such allocations must be awarded by City Council annually and are subject to City Council's approval of the annual budget of SAPAC.

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

**Part 1:** That the 2016-2017 annual budget of SAPAC is hereby approved for the purposes of the Agreement.

**Part 2:** That the 2016-2017 allocation of Hotel Occupancy Tax to SAPAC for management services under the First Amended and Restated Development and Operating Agreement is hereby awarded in the prorated amount of $8,333.

**PASSED and APPROVED THIS 6th day of June, 2017**

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Brenda Gunter, Mayor

_____
BRYAN KENDRICK, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Allison Strube, Water Utilities Assistant Director, Water Utilities, 325-657-4209

Meeting Date: June 6, 2017

Item type: Consent Item

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**Caption:**

Consider extending the award of WU-02-15 Water Reclamation Facility Liquid Polymer to Polydyne Inc. in the amount of $150,000 annually for one year with two additional one year term extensions, budgeted for purchase in FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents (A. Strube)

**Summary/History:**

Three (3) bids were received for the supply of polymer to the Water Reclamation Facility. The best bid for the product was submitted by Polydyne Inc.

WU-02-15 Liquid Polymer was bid out to allow for polymer purchases for a three year period with two additional one year term extensions. City Council previously authorized the approval on June 16, 2015 for the first two years. This item is requesting approval for the purchase of polymer for the remaining term of this contract.

The polymer chemical facilitates the de-watering of sludge in the wastewater treatment process. The chemical helps remove water from the bio-solids allowing the material to be dried and transferred to the composting site for final stabilization. The City has been using these chemicals at the Water Reclamation Facility since 1994.

**Financial Impact:**

Total estimated annual expenditure of $111,114.58 (not to exceed $150,000) - Budgeted within the Water Reclamation Facility's Operating Budget.

**Other Information/Recommendation:**

Polymer chemicals are evaluated based on the amount of material required to de-water a set volume of solids. The best bid is then determined by the projected overall annual cost.

Staff recommends the bid from Polydyne Inc. be accepted and the City Manager be authorized to execute the contract documents.

**Attachments:**

| | | |
|---|---|---|
| 1. | WU-02-15 Bid Tab | WU-02-15 Bid Tab.pdf |

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Allison Strube | Created/Initiated |
| Bill Riley | Approved |

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

# CITY OF SAN ANGELO

**BID TABULATION * RFB NO: WU-02-15/WTF Polymer * May 12, 2015**

| No. | Item | BASF<br>Price/lb | POLYDYNE<br>Price/lb | POLYDYNE<br>Price/lb | SOUTHWEST ENGINEERS<br>Price/lb | SOLENIS<br>Price/lb |
|---|---|---|---|---|---|---|
| 1 | Polymer | 0.90 | 0.940 | NO BID | 1.240 | 1.430 |
| 2 | Product Name: | ZETAG-8818 | CLARIFLOC-C1725 | CLARIFLOC-C1726 | ZETAG-8819 | K-144L |
| | Annual Pounds Required to Meet Spec | 307,975.00 | 118,207.00 | 163,173.00 | 238,816.00 | 105,000.00 |
| | Estimated Cost/Yr | $ 277,177.50 | $ 111,114.58 | - | $ 296,131.84 | $ 150,150.00 |
| | | ** | | | | ** |
| | Delivery Days | 5 - 7 ARO | 3 Calendar | | 10 - 14 Business | 5 - 7 |
| | Payment Discount | 0 | 0 | | 0 | 0 |
| | P-Card | No | Yes | | Yes | Yes |
| | Minimum Order level for free Delivery | N/A | $1,692.00 | | **0** | Price Includes |
| | Piggy Back | Y | | | | Yes |
| | | ***Change to Ins. & Indemn. Refused 6/2/15* | | | | ***Change to Ins. & Indemn. Refused 6/2/15* |

NO BIDS:

| | |
|---|---|
| OFS Inc | Oklahoma City, OK |
| Kemira | Lawrence, KS |
| Univar | Kent, WA |
| INDECO - **Bid turned in after closing, Bid Not Opened | San Angelo Tx |

**Bids Mailed To:**

| | |
|---|---|
| Ashland Inc., | Covington, KY |
| SWE Southwest Engineers | Slidell, LA |
| Atlantic Coast Polymers Inc. | Austin, TX |
| CIBA | Suffolk, VA |
| SNF Polydyne Inc. | Riceboro, GA |
| OFS Inc | Oklahoma City, OK |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bob Salas, Neighborhood Services Director, Animal Services, 325-655-0824

Meeting Date: June 6, 2017

Item type: Consent Item

---

**Caption:**

Consider first public hearing of an amendment to an ordinance of the City of San Angelo, amending Chapter 3 "Animal Control" Sections 3.01.003 "Appearance in Court Required" of the Code of Ordinances to outline and clarify authorization to issue citations for violation of Animal Control ordinances - (Presentation by Neighborhood Services Director Robert Salas)

**Summary/History:**

Currently, the Animal Control ordinance of the City of San Angelo adopted in 2015 does not effectively designate those employees that should be authorized to issue citations for violation of this ordinance. The current language identifies specific positions that have changed names over the past few years which causes confusion during court hearings. Staff is recommending amending the ordinance to authorize those employees who meet all the state requirements, such as Animal Control Officer certification to issue citations and not identify specific positions.

Current language: (d) Any person employed as a city peace officer, animal services director, animal services officer, animal services technician, or animal services dispatcher shall have the authority to issue citations for violations of this chapter.

New language: (d) Any duly authorized agent of the City who meets all requirements imposed by state law shall have authority to issue citations for violations of this chapter.

**Financial Impact:**

No fiscal impact.

**Other Information/Recommendation:**

**Attachments:**

| | | |
|---|---|---|
| 1. | Amendment to Animal Control Ordinance - Citations Authorization | Animal Control Citation Ordinance Amendment FINAL (4-21-17).pdf |

**Presentation:**

None

**Approvals/Reviews:**

| | |
|---|---|
| Bob Salas | Created/Initiated |
| Theresa James | Approved |
| Anthony Wilson | Approved |
| Julia Antilley | Approved |

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

**AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 3 "ANIMAL CONTROL" SECTIONS 3.01.003 "APPEARANCE IN COURT REQUIRED" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the current Animal Control ordinance of the City of San Angelo was adopted in 2015; and

**WHEREAS,** there has been some confusion as to which City employees or officers are authorized to enforce the Animal Control ordinance through issuance of written citations; and

**WHEREAS**, the City Council desires to clarify its intent with regard to those City employees or officers who may write citations for violations of the Animal Control ordinance.

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

**1) THAT** the Code of Ordinances of the City of San Angelo, Texas Chapter 3 "ANIMAL CONTROL", SECTION 3.01.003 "Appearance in court required" is hereby amended to read in its entirety as follows:

**Sec. 3.01.003 Appearance in court required**

(a) Any person violating any of the provisions of this chapter may be arrested upon written complaint and shall be taken immediately before the judge of the municipal court when such person refuses to give him written promise to appear in court as hereinafter provided.

(b) Whenever any person violates any part of this chapter and such person is not immediately taken before the judge of the municipal court as hereinbefore required, the arresting officer shall prepare in duplicate written notice to appear in said court containing the name and address of such person, the offense charged with and the time and place, when and where such person shall appear in said court. Such person must give his written promise to appear in court by signing in duplicate the written notice prepared by the arresting officer, such appearance to be at least ten (10) days from such date unless an earlier hearing is demanded. The original of such notice shall be retained by the officer and a copy thereof delivered to such person, and thereupon the officer shall forthwith release such person.

(c) Any person willfully violating any part of his written promise to appear in court, given as provided in this section, is guilty of a misdemeanor regardless of the disposition of the original charge.

(d) Any duly authorized agent of the City who meets all requirements imposed by state law shall have authority to issue citations for violations of this chapter.

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

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

**4) THAT** this Ordinance shall be effective on, from and after the date of its passage and publication as required by law.

INTRODUCED with public hearing on the ___ day of _____, 2017, and finally PASSED, APPROVED and ADOPTED on this the ___ day of _____, 2017.

CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to Form:

_____
Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: June 6, 2017

Item type: Regular Item

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**Caption:**

Consider first public hearing of an ordinance amending various sections of the Zoning Ordinance in the Code of Ordinances regarding the definition of and regulations applicable to schools, including establishing different standards for Kindergarten through 9th grade and High Schools, defining both public and private schools as a school, and establishing development standards for schools including requirements for parking, vehicle stacking, and site development - (Presentation by Planning & Development Services Director Jon James)

**Summary/History:**

The Planning Division has reviewed the current requirements within the Zoning Ordinance for the development and/or expansion of schools within the City. The current Zoning Ordinance, adopted January 4, 2000, removed schools, defined as "public and private schools providing a basic curriculum equivalent to an elementary or secondary school" as permitted uses in all residential districts thus creating the need to obtain a Conditional Use from the Planning Commission.

As part of this text amendment, staff is proposing that all schools would be allowed in nonresidential zoning districts by right; elementary and middle schools would be allowed in residential areas by right; and ninth grade and high schools would be allowed in residential areas, with either Special Use or Conditional Use approval. As part of the specific design standards, issues like pedestrian access, lighting, traffic, parking, and landscaping have been addressed.

**Financial Impact:**

N/A

**Other Information/Recommendation:**

This request was considered by the Planning Commission at their regular meeting on May 15, 2017, and recommended APPROVAL unanimously.

**Attachments:**

| | | |
|---|---|---|
| 1. | Staff Report | Memo_Schools_City Council.docx |
| 2. | Draft Ordinance | Ordinance_Schools_City Council.docx |

**Presentation:**

Jon James

**Approvals/Reviews:**

| | |
|---|---|
| Rebeca Guerra | Created/Initiated |
| Jon James | Approved |
| Theresa James | Approved |

| | |
|---|---|
| Anthony Wilson | Approved |
| Jon James | Approved |
| Tina Dierschke | Approved |
| Theresa James | Approved |
| Becky Dunn | Approved |
| Bryan Kendrick | Final Approval |

# MEMO

**Meeting:** June 6, 2017
June 20, 2017

**To:** Mayor and City Council

**From:** Jon C. James, AICP
Director

**Request:** Text Amendment to Chapter 12, Exhibit "A" Zoning Ordinance, Article 3, Section 310 (Use Table), Section 314.G.4 (Exceptions), Section 314.I (Schools), Section 424 (New Specific Use Standards for Schools) and Article 5, Section 511.H. (Vehicle Stacking Areas)

## Background:

The Planning Division has reviewed the current requirements within the Zoning Ordinance for the development and/or expansion of schools within the City.

Prior to 2000, the Zoning Ordinance allowed "public, private or parochial schools having a curriculum equivalent to a public elementary or high school" in all residential zoning districts, but not in any of the commercial or industrial Zoning Districts, except for the Central Business District (CBD).

The current Zoning Ordinance, adopted January 4, 2000, removed schools, defined as "public and private schools providing a basic curriculum equivalent to an elementary or secondary school" as permitted uses in all residential districts thus creating the need to obtain a Conditional Use from the Planning Commission. However, the ordinance does allow schools as of right in some commercial districts, including in the CO, CG, CBD, and the CG/CH zoning categories. The following use table from Section 310 of the Ordinance outlines which zoning districts allow schools as of right, and which require a Conditional Use approval:

**Existing Use Table**

| Section 310 Use Table | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Use Category | Definition | R&E | RS1 | RS2 | RS3 | RM1 | RM2 | MHP | MHS | CN | CO | CG | CH | CBD | OW | ML | MH | CG/CH |
| Schools | Elementary, middle, or high school level schools | C | C | C | C | C | C | - | C | C | A | A | - | A | - | - | - | A |

Schools are required to meet the development standards of the zoning district in which they are located. In addition, unless they are part of Planned Development with its own zoning standards, schools are required to meet the parking standards outlined in Section 511 of the Zoning Ordinance. Elementary schools require 1.5 spaces per classroom; middle schools 3 spaces per classroom; and high schools 9 spaces per classroom.

The current Zoning Ordinance added a provision dealing with existing schools that lawfully occupied land or buildings prior to January 4, 2000: Schools located in a zoning district where there is a Conditional Use option are considered a lawful Conditional Use as if the Planning Commission approved it as such. However, these schools are required to obtain a Conditional Use approval when they expand their current floor area.

In addition, existing schools not located in a zoning district where there is a Conditional Use option, would be legally non-conforming if they were lawful at the time they were erected. They would have an option to apply for an Expansion of a Non-Conforming Use.

## Planning Commission Discussion – February 20th and April 17th 2017:

On February 20, and April 17, 2017, the Planning Director brought forward discussion items seeking input from the Planning Commission on whether or not changes should be made. The Director outlined several options,

including leaving the Zoning Ordinance as is; rezoning new and existing schools to a Planned Development (PD) with specific conditions and restrictions tailored to that particular facility; or creating development standards and zoning requirements applicable to the type of school (recommended). Under the third option, all schools would be allowed in non-residential zoning districts by right; elementary and middle schools would be allowed in residential areas by right; and ninth grade and high schools would be allowed in residential areas, with either Special Use or Conditional Use approval. As part of the specific design standards, the Planning Director indicated that this item would be brought back with a draft ordinance in the future, and that staff would be focusing on issues like pedestrian access, lighting, traffic, parking, and landscaping as part of the new ordinance.

## Preliminary Recommendations:

Based on research of other cities and input from the Planning Commission, staff provided the following general recommendations along with an attached draft ordinance for review:

- Amending Section 310 (Use Table) to allow all K-9$^{th}$ grade schools to be allowed by right in all residential and commercial zones, excluding MHP, CG/CH, CH, OW, ML, and MH zones. High school are allowed by right in the same commercial zones, but require a Conditional Use in all residential districts;

- Amending Section 314.G. to classify religious schools that provide curriculum equivalent to primary or secondary schools as “Schools” as defined in Section 314.I (Schools);

- Amending Section 314.I (Schools) to remove the word “basic” and replacing the words “elementary” with “primary” under the Characteristics definition;

- Create new Specific Use Standards section for Schools, Section 424. New standards will include requirements for vehicle stacking, lighting, sidewalks, building design, signage, and landscaping;

- Maintain the current off-street parking standards for Schools as outlined in Section 511.B: 1.5 spaces per classroom for elementary schools; 3 spaces per classroom for middle schools; and 9 spaces per classroom for high schools.

- Amending Article 8, Section 511.H. (Vehicle Stacking Areas) requiring stacking areas for eight (8) vehicles to be installed next to schools.

## Planning Commission Action:

This request was considered by the Planning Commission at their meeting on May 15, 2017. Below is an excerpt from the meeting's unofficial minutes:

Jon James, Planning and Development Services Director, outlined the proposed text amendment to the Zoning Ordinance for schools which was presented last month to the Commission as a discussion item. Mr. James explained that the current Zoning Ordinance requires schools to obtain a Conditional Use and the proposed amendment would allow elementary and middle schools by right subject to various development standards.

Commissioner Spano asked if Planning Staff had considered parental traffic as part of the text amendment.

Mr. James responded that parental traffic had been considered, and that staff had put in development standards related to vehicle stacking to address this issue. He reiterated the purpose of the amendment was to avoid schools having to obtain a Conditional Use or Expansion of a Non-Conforming Use every time they wanted to expand, and to implement new development standards for all schools.

Chairperson Priess opened the meeting for public comment. There was no public comment.

**A Motion to approve the proposed text amendment, as presented, was made by Commissioner Crisp and seconded by Commissioner Farmer. The motion carried unanimously, 6-0.**

**Attachment:** Proposed Zoning Ordinance Amendment

# Proposed Zoning Ordinance Amendment

Article 3
Use Regulations

Section 310.E. Use Table

**Proposed Use Table**

| Section 310 Use Table | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Institution | Definition | R&E | RS1 | RS2 | RS3 | RM1 | RM2 | MHP | MHS | CN | CO | CG | CH | CBD | OW | ML | MH | CG/CH |
| School | Kindergarten-Grade 9 Public or Private | A | A | A | A | A | A | - | A | A | A | A | - | A | - | - | - | - |
| School | High School Public or Private | C | C | C | C | C | C | - | C | A | A | A | - | A | - | - | - | - |

Section 314. Institutional and Civic Use Categories

G. Religious Institutions

1. Characteristics. Religious Institutions primarily provide meeting areas for religious worship and education.

2. Accessory Uses. Accessory uses include classroom and meeting facilities used primarily for religious education, parking, caretaker's housing and on-site group living facilities such as convents, parsonages and rectories.

3. Examples. Examples include churches, temples, synagogues and mosques.

4. Exceptions.

a. Ministries offering service to the general public, such as marriage counseling, are classified as Office.

**b. Public and private schools providing curriculum equivalent to a primary or secondary school are classified as Schools.**

I. Schools

1. Characteristics. This category includes public and private schools providing curriculum equivalent to a primary or secondary school.

2. Accessory Uses. Accessory uses include play areas, cafeterias, recreational and sport facilities, auditoriums and before- or after-school day care.

3. Examples. Examples include public and private daytime schools, boarding schools and military academies.

4. Exceptions

a. Preschools are classified as Day Care uses.

b. Business and trade schools are classified as Retail Sales and Service.

Article 4
Specific Use Standards

**Section 424 Schools**

**A. In all zoning districts where schools are permitted as-of-right, or by Conditional Use, the following standards shall apply:**

**1. All ingress and egress from the property shall be from streets that meet minimum paving standards as outlined in the Land Development and Subdivision Ordinance.**

**2. Colors and materials for all new construction shall be of high quality and generally consistent with any existing buildings on the property. The applicant shall submit to the Planning Director samples of these colors and materials for approval prior to construction.**

**3. Sidewalks shall be constructed per the Land Development and Subdivision Ordinance.**

4. **Crosswalks shall be installed across all driveways connecting to sidewalks, building entrances, and disabled parking areas, as determined by the Planning Director.**

5. **All lighting shall be fully shielded and shall not have any spillover glare onto adjacent properties. All parking areas and pathways shall be adequately lit to ensure safety of students, staff, and visitors.**

6. **School buildings can have a height up to 45 feet, or the maximum height in the Zoning District, whichever is greater.**

7. **All signs within a residential district shall comply with the following:**

    a. **Signs may be permitted to have a sign area up to 75 square feet.**

    b. **All electronic message signs in residential districts shall have installed light sensing devices or a scheduled dimming timer to automatically dim the light intensity during ambient low light conditions and at night. Maximum brightness shall not exceed 7,000 nits measured from the sign's face at its maximum brightness during daylight hours and shall not exceed 250 nits when measured from the sign's face at its maximum brightness at night. Prior to issuance of a permit for such sign, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory preset not to exceed the levels specified above. The City may order the sign brightness further reduced or other operational characteristics if it finds that it interferes with or poses a traffic safety hazard.**

8. **All new schools and expansions of existing schools greater than 50% of the current gross floor area shall require a Traffic Impact Analysis to be submitted to the Planning Director for approval, and shall include any improvements both on-site and off-site as deemed necessary to mitigate traffic impacts.**

9. **A Landscape Plan shall be submitted to the Planning Director for approval that includes a combination of drought resistant and low allergen trees, shrubs, and ground cover, as determined by the Planning Director.**

**10. New schools and expansions of existing schools greater than 50% of the current gross floor area shall require vehicle stacking areas as outlined in Section 511.H.**

Article 5
General Development Standards

Sec. 511. Off-Street Parking Standards

B. Required Off-Street Parking Table

| Schools | | |
|---|---|---|
| | Elementary school | 1.5 spaces/classroom |
| | Middle school | 3 spaces/classroom |
| | High school, college, university, business or trade school | 9 spaces/classroom |

H. Vehicle Stacking Areas. A minimum number of off-street stacking spaces shall be provided as follows:

| **Activity Type** | **Minimum Spaces** | **Measured From** |
|---|---|---|
| Bank teller lane | 4 | Teller or Window |
| Automated teller machine | 3 | Teller |
| Restaurant drive-through | 4<br>4 | Order Box<br>Order Box |

| | | |
|---|---|---|
| | | to Order Window |
| Carwash stall, automatic | 4 | Entrance |
| Carwash stall, self-service | 3 | Entrance |
| Gasoline pump island | 2 | Pump Island |
| **Schools** | **8** | **Between ingress and egress points of the stacking queue** |
| Other | Determined by Planning Director based on study by applicant | |

**AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 12, EXHIBIT "A" "ZONING ORDINANCE" BY AMENDING ARTICLE 3 "USE REGULATIONS," SECTION 310 "USE TABLE," RE-DEFINING THE "SCHOOL" USE CATEGORY AS TWO SEPARATE USE CATEGORIES; AMENDING SUBSECTION "G" "RELIGIOUS INSTITUTIONS" OF SECTION 314 "INSTITUTIONAL AND CIVIC USE CATEGORIES" BY ADDING A PROVISION CLASSIFYING PUBLIC AND PRIVATE SCHOOLS; AMENDING ARTICLE 4 "SPECIFIC USE STANDARDS" BY RENUMBERING CERTAIN SECTIONS AND ADDING A NEW SECTION 422 PROVIDING USE STANDARDS FOR SCHOOLS; AND, AMENDING ARTICLE 5 "GENERAL DEVELOPMENT STANDARDS;" SECTION 511 "OFF-STREET PARKING STANDARDS," SUBSECTION "B" "REQUIRED OFF-STREET PARKING TABLE" AND SUBSECTION "H" "VEHICLE STACKING AREAS" BY ADDING DIVISIONS FOR SCHOOLS; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the current zoning ordinance, adopted January 4, 2000, provided for schools in residential zones only as a conditional use, resulting in schools then in residential neighborhoods becoming conditional uses; and,

WHEREAS, such conditional use status requires schools to obtain conditional use approval for any expansion of floor area beyond what was legal prior to adoption of the current ordinance; and,

WHEREAS, the majority of schools within the City were constructed, and still remain, within residential zoning districts which do not allow schools by right; and,

WHEREAS, school use and vehicle stacking standards are not provided for in the current ordinance;

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

Section 1. That Chapter 12, Exhibit A "Zoning Ordinance," Article 3 "Use Regulations," Section 310 "Use Table," is hereby amended by deleting the use category "Schools" and adding two new use categories designated as "Kindergarten-Grade 9 Public or Private" and "High School Public or Private," and designating the character of the use categories in each zoning district, to read as follows:

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| Section 310 Use Table | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Institution | Definition | R&E | RS1 | RS2 | RS3 | RM1 | RM2 | MHP | MHS | CN | CO | CG | CH | CBD | OW | ML | MH | CG/CH |
| School | Kindergarten-Grade 9 Public or Private | A | A | A | A | A | A | - | A | A | A | A | - | A | - | - | - | - |
| School | High School Public or Private | C | C | C | C | C | C | - | C | A | A | A | - | A | - | - | - | - |

**Section 2.** That Chapter 12, Exhibit A "Zoning Ordinance," Article 3 "Use Regulations," Section 314 "Institutional and Civic Use Categories," subsection "G" "Religious Institutions, Part 4. "Exceptions," by designating the existing paragraph as subparagraph "a." and adding subparagraph "b.," to read as follows:

**Section 314. Institutional and Civic Use Categories, G. Religious Institutions.**

" **4. Exceptions.**

a. Ministries offering service to the general public, such as marriage counseling, are classified as Office.

b. Public and private schools providing curriculum equivalent to a primary or secondary school are classified as Schools."

**Section 3.** That Chapter 12, Exhibit A "Zoning Ordinance," Article 4 "Specific Use Standards," is amended by renumbering sections 422 through 428, as 423 through 429, and adding a new Section 422 entitled "Schools" to read as follows:

**"Section 422 Schools**

A. In all zoning districts where schools are permitted as-of-right, or by Conditional Use, the following standards shall apply:

1. All ingress and egress from the property shall be from streets that meet minimum paving standards as outlined in the Land Development and Subdivision Ordinance.

2. Materials and colors for all new construction shall be of high quality and generally consistent with any existing buildings on the property. The applicant shall submit to the Planning Director samples of materials and colors for approval prior to construction.

3. Sidewalks shall be constructed in conformance with the Land Development and Subdivision Ordinance.

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4. Crosswalks shall be installed across all driveways connecting to sidewalks, building entrances, and disabled parking areas, as determined by the Planning Director.

5. All lighting shall be fully shielded and shall not have any spillover glare onto adjacent properties. All parking areas and pathways shall be adequately lit to ensure safety of students, staff, and visitors.

6. School buildings may have a height up to 45 feet, or the maximum height in the Zoning District, whichever is greater.

7. All signs within a residential district shall comply with the following:

    a. Signs may be permitted to have a sign area up to 75 square feet.

    b. All electronic message signs in residential districts shall have installed light sensing devices or a scheduled dimming timer to automatically dim the light intensity during ambient low light conditions and at night. Maximum brightness shall not exceed 7,000 nits measured from the sign's face at its maximum brightness during daylight hours and shall not exceed 250 nits when measured from the sign's face at its maximum brightness at night. Prior to issuance of a permit for such sign, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory preset not to exceed the levels specified above. The City may order the sign brightness further reduced or other operational characteristics if it finds that it interferes with or poses a traffic safety hazard.

8. All new schools and expansions of existing schools greater than 50% of the current gross floor area shall require a Traffic Impact Analysis to be submitted to the Planning Director for approval, and shall include any improvements both on-site and off-site as deemed necessary to mitigate traffic impacts.

9. A Landscape Plan shall be submitted to the Planning Director for approval that includes a combination of drought resistant and low allergen trees, shrubs, and ground cover, as determined by the Planning Director.

10. New schools and expansions of existing schools greater than 50% of the current gross floor area shall require vehicle stacking areas as outlined in Section 511.H."

**Section 4.** That Chapter 12, Exhibit A "Zoning Ordinance," Article 5 "General Development Standards," Section 511 "Off-Street Parking Standards," subsection B "Required Off Street Parking Table" and subsection H "Vehicle Stacking Areas" are amended by adding divisions for schools to the current tables respectively read as follows:

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"B. Required Off-Street Parking Table.

| | | |
|---|---|---|
| Schools | | |
| | Elementary school | 1.5 spaces/classroom |
| | Middle school | 3 spaces/classroom |
| | High school, college, university, business or trade school | 9 spaces/classroom |

H. Vehicle Stacking Areas.

| **Activity Type** | **Minimum Spaces** | **Measured From** |
|---|---|---|
| **Schools** | **8** | **Between ingress and egress points of the stacking queue** |

**Section 5.** If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, or for any reason unenforceable, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation of this Ordinance. This ordinance will be reviewed and revised periodically to accommodate any changes in State or Federal requirements that may be necessary.

**Section 6.** This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 6th day of June, 2017, and finally PASSED, APPROVED AND ADOPTED on this the 20th day of June, 2017.

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

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# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: June 6, 2017

Item type: Regular Item

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**Caption:**

Consider first public hearing of an ordinance amending the Zoning Ordinance in the Code of Ordinances regarding "Off-Street Parking Standards" by establishing a process for an Alternative Parking Plan and providing standards for off-site and reduced parking - (Presentation by Planning & Development Services Director Jon James)

**Summary/History:**

This proposed amendment would expand the flexibility provided by the Zoning Ordinance for alternative parking circumstances and does not require application to another board or commission, but instead grants authority to the Planning Director to approve a parking alternative. However, a property owner would still have the ability to request a variance from the Zoning Board of Adjustment if the parking alternative is not approved.

**Financial Impact:**

N/A

**Other Information/Recommendation:**

This request was considered by the Planning Commission at their regular meeting on May 15, 2017, and recommended APPROVAL unanimously.

**Attachments:**

| | | |
|---|---|---|
| 1. | Staff Report | Memo_Alternative Parking Amendment (City Council).docx |
| 2. | Draft Ordinance | Ordinance_Alternative Parking Amendment (City Council).docx |

**Presentation:**

Jon James

**Approvals/Reviews:**

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

# MEMO

**Meeting Date:** June 6, 2017
June 20, 2017

**To:** Mayor and City Council

**From:** Jon C. James, AICP
Director

**Request:** Text Amendment to the City of San Angelo Zoning Ordinance, Article 5 – General Development Standards, Section 511 – Off-Street Parking Standards, Subsection E.

## Background:

The off-street parking standards in the zoning ordinance establish minimum parking standards for various land uses. Sub-section E. currently establishes alternatives for shared parking situations where adjacent uses can share parking as long as certain requirements are met. However, this section does not give any additional flexibility for other circumstances and a property owner's only recourse is to seek a variance. However, most circumstances that might legitimately warrant an alternative parking arrangement don't meet the strict requirements necessary for a variance. In addition to shared parking, this amendment adds flexibility for providing additional parking off-site, as well allowing for the reduction of parking requirements if based on an alternative parking plan submitted by an applicant.

This proposed amendment would expand the flexibility provided by the ordinance for alternative circumstances and does not require application to another board or commission, but instead grants authority to the Planning

Director to approve a parking alternative. However, a property owner would still have the ability to request a variance from the Zoning Board of Adjustment if the parking alternative is not approved.

## Planning Commission Action:

This request was considered by the Planning Commission at their regular meeting on May 15, 2017. Below is an excerpt from the meeting's unofficial minutes:

Jon James, Planning and Development Services Director, outlined the proposed text amendment for new alternate off-street parking standards, including an option for reduced parking in cases where an approved alternate parking plan has been approved. He explained that in cases were staff does not approve the proposed alternative parking plan, the applicant may appeal to the Zoning Board of Adjustment.

Commissioner Crisp asked if parking standards had become an issue.

Mr. James responded that it had become an issue and referenced a recent rezoning case that required a variance from off-street parking. He stated that this has been an issue for some time, even before the recent case.

Chairperson Priess opened the meeting for public comment. There was no public comment.

**A Motion to approve the proposed text amendment, as presented, was made by Commissioner Jackson and seconded by Commissioner Crisp. The motion carried unanimously, 6-0.**

**Attachment:** Existing Ordinance
Proposed Ordinance Amendment

**Current Ordinance:**

## Sec. 511. Off-Street Parking Standards

E. Shared Parking. Developments or uses with different operating hours or peak business periods may share off-street parking spaces if approved as part of an Alternative Access and Parking Plan and if the shared parking complies with the all of following standards.

1. Shared parking spaces must be located within 400 feet of the primary entrance of all uses served, measured along the shortest legal, practical walking route.

2. A shared parking analysis shall be submitted to the Planning Director, clearly demonstrating the feasibility of shared parking. The study must address, at a minimum, the size and type of the proposed development, the composition of users of the development sharing off-street parking, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces. A shared parking analysis found not acceptable by the Planning Director may be appealed to the Zoning Board of Adjustment.

3. A shared parking plan shall be enforced through written agreement among all owners of record. An attested copy of the agreement between the owners of record must be submitted to the Planning Director for recording. Recording of the agreement must take place before issuance of a building permit for any use to be served by an off-site parking area. A shared parking agreement may be rescinded only if all required off-street parking spaces are otherwise provided in accordance with this Section.

**Proposed Ordinance:**

**Sec. 511. Off-Street Parking Standards**

E. Alternative Parking. The Planning Director, or designee, may approve an Alternative Parking Plan to allow for shared parking, parking provided off-site, or provision of fewer parking spaces than otherwise required, subject to the following standards. An Alternative Parking Plan found not acceptable by the Planning Director may be appealed to the Zoning Board of Adjustment through the normal variance request process.

1. Shared Parking. Developments or uses with different operating hours or peak business periods may share off-street parking spaces if approved as part of an Alternative Parking Plan and if the shared parking complies with the all of following standards.

   a. Shared parking spaces must be located within 400 feet of the primary entrance of all uses served, measured along the shortest legal, practical walking route.

   b. A shared parking study providing an analysis of off-street parking needs and availability shall be submitted to the Planning Director, clearly demonstrating the feasibility of the proposed shared parking plan. The study must address, at a minimum, the size and type of the proposed development, the composition of users of the development sharing off-street parking, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.

   c. A shared parking plan shall be enforced through written agreement among all owners of record. An attested copy of the agreement among all owners of record must be submitted to the Planning Director for filing in the Planning & Development Services Department. The agreement must be accepted by the Director and filed prior to the issuance of a building permit or certificate of occupancy for any use to be served by an off-site parking area. A shared parking agreement may be rescinded only if all required off-street parking spaces are otherwise provided in accordance with this Section.

   d. Adequate accessible pedestrian connections are provided connecting the shared parking area and the served uses, including on-street improvements where necessary.

2. Off-site Parking. Developments that wish to utilize parking not provided on the development site may provide required parking off-site if such parking complies with all of the following standards.

    a. Off-site parking spaces must be located within 400 feet of the primary entrance of all uses served, measured along the shortest legal, practical walking route.

    b. Off-site parking shall be allowed through written agreement among all owners of record in a form approved by the Planning Director. An attested copy of the agreement between the owners of record must be submitted to the Planning Director for filing in the Planning & Development Services Department. The agreement must be accepted by the Director and filed prior to issuance of a building permit or certificate of occupancy for any use to be served by an off-site parking area. A shared parking agreement may be rescinded only if all required off-street parking spaces are otherwise provided in accordance with this Section.

    c. Adequate accessible pedestrian connections are provided connecting the off-site parking area and the subject development, including on-street improvements where necessary.

3. Reduced Parking. Developments which shows a reduced need for parking based on the unique characteristics of a particular use or location, including shared parking, projected transit use, high percentage of non-motorized customer traffic, or as part of pedestrian-oriented mixed-use development, may be allowed to provide fewer parking spaces than otherwise required herein based upon sufficient evidence provided to the Planning Director in an Alternative Parking Plan.

**AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 12, EXHIBIT "A" "ZONING ORDINANCE," ARTICLE 5 "GENERAL DEVELOPMENT STANDARDS;" SECTION 511 "OFF-STREET PARKING STANDARDS," SUBSECTION "E," TO PROVIDE FOR ALTERNATIVE SHARED AND OFF-STREET PARKING PLANS; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE**

WHEREAS, the current zoning ordinance provides for off-street parking standards that include minimum standards for shared parking, but does not provide for alternative parking plans to address circumstances in which neither shared parking minimum standards nor the strict requirements for a variance can be met;

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

Section 1. That Chapter 12, Exhibit A "Zoning Ordinance," Article 5 "General Development Standards," Section 511 "Off-Street Parking Standards," subsection "E," is hereby restated in its entirety to read as follows:

"E. Alternative Parking. The Planning Director, or designee, may approve an Alternative Parking Plan to allow for shared parking, parking provided off-site, or provision of fewer parking spaces than otherwise required, subject to the following standards. An Alternative Parking Plan found not acceptable by the Planning Director may be appealed to the Zoning Board of Adjustment through the normal variance request process.

1. Shared Parking. Developments or uses with different operating hours or peak business periods may share off-street parking spaces if approved as part of an Alternative Parking Plan and if the shared parking complies with the all of following standards.

    a. Shared parking spaces must be located within 400 feet of the primary entrance of all uses served, measured along the shortest legal, practical walking route.

    b. A shared parking study providing an analysis of off-street parking needs and availability shall be submitted to the Planning Director, clearly demonstrating the feasibility of the proposed shared parking plan. The study must address, at a minimum, the size and type of the proposed development, the composition of users of the development sharing off-street parking, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.

    c. A shared parking plan shall be enforced through written agreement among all owners of record. An attested copy of the agreement among all owners of record must be submitted to the Planning Director for filing in the Planning & Development Services Department. The agreement must be accepted by the Director and filed prior to issuance of a building permit or certificate of occupancy for any use to be served by an off-site parking area. A shared parking agreement may be rescinded only if all required off-street parking spaces are otherwise provided in accordance with this Section.

    d. Adequate accessible pedestrian connections are provided connecting the shared parking area and the served uses, including on-street improvements where necessary.

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2. Off-site Parking. Developments that wish to utilize parking not provided on the development site may provide required parking off-site if such parking complies with all of the following standards.

    a. Off-site parking spaces must be located within 400 feet of the primary entrance of all uses served, measured along the shortest legal, practical walking route.

    b. Off-site parking shall be allowed through written agreement among all owners of record in a form approved by the Planning Director. An attested copy of the agreement between the owners of record must be submitted to the Planning Director for filing in the Planning & Development Services Department. The agreement must be accepted by the Director and filed prior to issuance of a building permit or certificate of occupancy for any use to be served by an off-site parking area. A shared parking agreement may be rescinded only if all required off-street parking spaces are otherwise provided in accordance with this Section.

    c. Adequate accessible pedestrian connections are provided connecting the off-site parking area and the subject development, including on-street improvements where necessary.

3. Reduced Parking. Developments which show a reduced need for parking based on the unique characteristics of a particular use or location, including shared parking, projected transit use, high percentage of non-motorized customer traffic, or as part of pedestrian-oriented mixed-use development, may be allowed to provide fewer parking spaces than otherwise required herein based upon sufficient evidence provided to the Planning Director in an Alternative Parking Plan."

**Section 2.** If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, or for any reason unenforceable, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation of this Ordinance. This ordinance will be reviewed and revised periodically to accommodate any changes in State or Federal requirements that may be necessary.

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**Section 3.** This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 6th day of June, 2017, and finally PASSED, APPROVED AND ADOPTED on this the 20th day of June, 2017.

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

DRAFT

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: June 6, 2017

Item type: Regular Item

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**Caption:**

Consider first public hearing of an ordinance amending Chapter 2, "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 14 "Civic Events Board" of the Code of Ordinances - (Presentation by Civic Events Manager Sidney Walker)

**Summary/History:**

On April 27, the Civic Events Advisory Board requested a change to the Code of Ordinance before being able to change the Civic Event bylaws. Some of the changes, and prior revisions of the bylaws conflicted with the Code of Ordinance.

**Financial Impact:**

Adopting this revised ordinance has no cost impact.

**Other Information/Recommendation:**

**Attachments:**

1. Civic Events Bylaws Ordinance First Reading 17-396 Civic Events Bylaws Ord first reading1.pdf

**Presentation:**

Sidney Walker

**Approvals/Reviews:**

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

**AN ORDINANCE AMENDING CHAPTER 2 "ADMINISTRATION AND PERSONNEL, ARTICLE 2.07 "BOARDS, COMMITTEES AND COMMISSIONS", DIVISION 14 "CIVIC EVENTS BOARD" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE CITY OF SAN ANGELO:**

**1) THAT**, Chapter 2 "Administration and personnel", Article 2.07 "Boards, Committees and Commissions, Division 14 "Civic Events Board" of the Code of Ordinances is hereby amended as set out below:

Chapter 2, Article 2.07, Division 14 shall read as follows:

**"Division 14. Civic Events Board**

Sec. 2.07.411 Creation

There is hereby created a civic events board consisting of seven (7) members who shall be appointed by the city council.

Sec. 2.07.412 Qualifications

All members shall be ~~twenty-one (21) years~~ of voting age or over and shall be residents of the city.

Sec. 2.07.413 Terms

The term of office for each member of the board shall be three (3) years or until a successor has been appointed and qualified, whether by expiration of term or for other reasons. The term shall begin on ~~October~~ January 1 of the year of the appointment. No member shall be eligible to serve more than two (2) full consecutive terms; providing, however, that after one year ~~any period of time~~ off the board, a person shall then become eligible to serve two (2) more consecutive terms without regard to the number of terms or amount of time served on the board prior thereto. A board member may be terminated by the city council at any time. Board members shall receive no compensation for services.

Sec. 2.07.414 Duties

The board shall act as an advisory board to the city council as to matters of policy and to the city manager or his/her representatives as to administrative matters in regard to operation of the convention center, Foster Communications C~~c~~oliseum, Bill Aylor Sr. Memorial ~~auditorium,~~ RiverStage, Farmer's Market, City of San Angelo Indoor Arena, Pecan Creek Park Pavilion, and El Paseo de Santa Angela. The board may enact rules and regulations regarding the operation of the above-named facilities which shall take effect after review by the city council; however, the city council may take action to enact different rules and regulations at any time.

Sec. 2.07.415 Officers

The board shall elect a chairman and such other officers as it may establish by its bylaws.

Sec. 2.07.416 Quorum

Four~~ive~~ (4~~5~~) members of the board shall constitute a quorum.

Sec. 2.07.417 Bylaws

The board shall write its own bylaws establishing its own rules for its regulation. Said bylaws and amendments thereto shall be approved by the city council and filed with the city clerk.

Sec. 2.07.418 Meetings

The board shall hold regular monthly meetings at a time and place to be established in its bylaws and such other meetings as [may] be necessary to accomplish the purpose of its creation and as established in its bylaws. All meetings shall be public and shall conform to law.

Sec. 2.07.419 Minutes

The board shall keep a record of its proceedings in a permanent book, and a signed copy of said minutes shall be given to the city clerk.

Sec. 2.07.420 Absent members

Any member who shall be absent from three~~four~~ (3~~4~~) meetings, regular or special, in a calendar year, unless excused by the board by procedures established in its bylaws, shall be deemed to have resigned, and the board shall immediately notify the city council that a vacancy exists.

Secs. 2.07.421–2.07.440 Reserved"

**2) THAT,** the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

**3) THAT,** this Ordinance shall be effective on, from and after the 20th day of June, 2017.

INTRODUCED with public hearing on the 6th day of June, 2017 and finally PASSED, APPROVED and ADOPTED on this the 20th day of June, 2017.

CITY OF SAN ANGELO

ATTEST:

~~Dwain Morrison~~Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: June 6, 2017

Item type: Regular Item

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**Caption:**

Update and discussion of Fleet data monitoring and GPS system - (Requested by City Councilman Harry Thomas, Presentation by Fleet Services Superintendent Ryan Kramer)

**Summary/History:**

The City's fleet-wide Data Monitoring GPS system was approved in concept on August 4, 2015 with final approval by Council on December 15, 2015.

Data Monitoring and GPS services assist in providing information on mechanical and driver behaviors as they relate to passenger vehicles, mowers, tractors, and other vehicles and equipment in the City's fleet. This information is then used to analyze the efficiency and effectiveness of fleet vehicles and assist management in making informed, data-driven decisions. Data is critiqued from a fleet-wide perspective looking at criteria such as diagnostics, asset utilization, safety, and performance; and from a divisional perspective through route utilization, location verification, accident indemnification, and driver behaviors.

Implementation began in February 2016 with final installations completed in March 2017. The fleet is currently 100% equipped equipped with 478 passenger units and 75 off-road units installed.

The system has been successful and has provided fleet management, as well as Department and Divisional management information to improve efficiency, reduce idling, eliminate under-utilized equipment, identify opportunities for further analysis, and identify and correct abusive behaviors.

The system and data collected is still in the development phases, and with an appropriate amount of time, will allow fleet-wide decisions to be made. Staff will use collected information to construct vehicle operating standards, as well as best practices for device utilization by management and drivers.

**Financial Impact:**

Annual costs for Data Monitoring and GPS equipment are $125,000.

To date, 49 assets have been eliminated from the fleet because of under-utilization. Replacement costs equal to approximately $2,171,555 have been avoided.

**Other Information/Recommendation:**

**Attachments:**

1. Data Monitoring Presentation — Data Monitoring Presentation.pptx

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Ryan Kramer | Created/Initiated |
| Patrick Frerich | Approved |
| Shane Kelton | Approved |
| Theresa James | Approved |
| Anthony Wilson | Approved |
| Julia Antilley | Approved |
| Tina Dierschke | Approved |
| Theresa James | Approved |
| Becky Dunn | Approved |
| Bryan Kendrick | Final Approval |

# City Council

June 6, 2017

# Overview

- NetworkFleet GPS with Diagnostics - On-Road vehicles and select Off-Road Equipment
- Objectives
  - Monitor Vehicle Health and Maintenance
  - Maintain Accurate Fleet Records
  - Monitor Driver Behavior and Reduce Liability
  - Increase Accountability
  - Evaluate Fleet Utilization

# Data Monitoring System Update

- February 2016 — Hardware installation began
- May 2016 — General Fund, Airport, Civic Events fleets fully equipped
- October 2016 — Water and Sewer Fund fleet installation began
- March 2017 — 100% equipped fleet
- May/June 2017 — Return to Council

# Data Monitor System Attributes

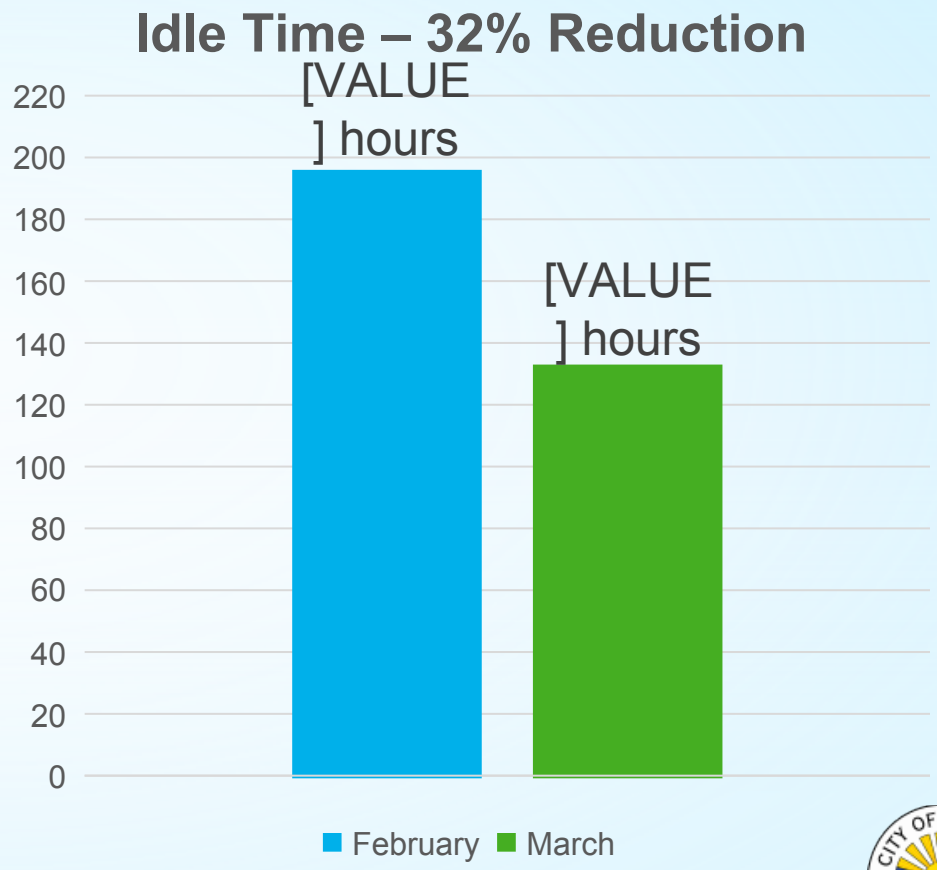
- Driver Behavior and Liability
  - Idle, Speeding, Braking, Acceleration
- Fleet Utilization
  - Data used in justification of over/under-utilized equipment, Pool
- Operator Accountability
  - Miles driven, worksite performance, dispatching
- Fleet Records
  - Meters, Maintenance/Failures, Locations, Roadside Asst.

# Case Study – Stormwater Division

- February 2016 – Assigned equipment was equipped with GPS
- March 2016 – Operators were notified that system was active, trained on expectations.

# Case Study – Stormwater Division

- Speeding Events
  - February – 1
  - March – 0
- Division Benefits
  - Time Tracking
  - Operator Locations
  - Dispatching
  - Operator Performance



# Fleet Improvements

- Reduction of near 5% (49 units)
- Estimated reduction of $2,171,555 of City Fleet Assets
- Reduction of Service Calls
- Increased fleet awareness
- Towing costs eleminated

# Divisional Benefits

- Fleet related expense monitoring
- Operator behavior
- Operator locations and response times
- Routing to job sites

# Moving Forward

- Integrations/Improvements
  - Fuel system, Ping rate, Mapping, Diagnostics
- Continued Manager and Operator Training
- Standardized Expectations of Fleet Operation
  - Idle, Speeds, Utilization

# City Council

November 1, 2016

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Tina Dierschke, Finance Director, Economic Development, 325-657-4268

Meeting Date: June 6, 2017

Item type: Regular Item

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**Caption:**

Update on Industrial Park activity and performance - (Requested by Mayor Gunter, Presentation by Economic Development Director Roland Peña)

**Summary/History:**

City Council initially considered and approved the purchase of a 5,520.1 acre tract of land now commonly referred to as the City Farm and Industrial Park at its July 21, 1992 Council meeting. At that time, there was discussion regarding the possible future use of a portion of the land for its current use as the Industrial Park for industrial development purposes.

At the September 19, 2000 Council meeting, Council conveyed 406.74 acres through a formal bidding process to the City of San Angelo Development Corporation (COSADC) for use as an Industrial Park. The original cost of the conveyed acreage was $300/acre for a total initial outlay of $122,022 by the City.

Since the land was conveyed to COSADC, a number of improvements have been made to the property, including improvements to Phases I-III and the construction of the Taylor Publishing Building which was part of an economic incentive agreement at the park. Total outlay by COSADC amounts to almost $2.5 million. As a result of the improvements that have been made as well as the diligent efforts of COSADC staff, there have also been numerous sales of parcels of land at the Industrial Park amounting to $5.9 million. The total positive financial impact to date amounts to over $2.4 million.

Since 2002, approximately 126 acres of land and buildings are now on the tax rolls. Some companies are remodeling or under construction while others are making plans for new purchases and/or in the process of planning construction projects.

The Industrial Park continues to be an attractive incentive for businesses who are looking to relocate to or within San Angelo. The City of San Angelo's Business and Industrial Park was designated as AEP Texas' first certified "Super Park" site by McCallum-Sweeney Consultants in December 2015.

**Financial Impact:**

The activity at the Industrial Park has had a positive direct fiscal impact of $2,424,767.

**Other Information/Recommendation:**

There are approximately 338 acres in Phase III that were authorized in 2003 to be included in the master planning and engineering studies of the Industrial Park.

**Attachments:**

1. Slides FIN 060617 Industrial Park Update.pptx

**Presentation:**

Tina Dierschke, Roland Pena

**Approvals/Reviews:**

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

# City Council

June 6, 2016

# Industrial Park Financial Performance

- In 1982, the City purchased land at $300 per acre
- In 2000, the City conveyed 406.74 acres to COSADC
- The initial investment by the City was $122,022

# Industrial Park Financial Performance

| Revenues | |
|---|---|
| Federal HUD Grant | 864,415 |
| Sale to Taylor Publishing (10.00 acres) | 2,397,932 |
| Sale to Angelo Archives (3.735 acres) | 10,650 |
| Sale to Cased Hole Solutions (20.00 acres) | 396,602 |
| Sale to Grimes Land Co. (10.50 acres) | 260,530 |
| Sale to 42 San Angelo LP (8.997 acres) | 223,008 |

# Industrial Park Financial Performance

| Revenues | |
|---|---|
| Sale to Wornat-Abilene LLC (2.00 acres) | 57,208 |
| Sale to Warren CAT (14.850 acres) | 371,250 |
| Sale to AEP (52.00 acres) | 1,196,000 |
| Sale to Invermex (4.25 acres) | 123,033 |
| **Total Revenues** | **$5,900,628** |

# Industrial Park Financial Performance

| Expenditures | |
|---|---|
| Improvements Phase I | 1,013,908 |
| Improvements Phase II | 51,609 |
| Improvements Phase III | 20,377 |
| Taylor Publishing Building | 2,389,967 |
| | |
| **Total Expenditures** | **$3,475,861** |

# Industrial Park Financial Performance

| Recap | |
|---|---|
| Revenue | 5,900,628 |
| Expenditures | 3,475,861 |
| **Revenue Over/(Under) Expenditures** | **$2,424,767** |

# San Angelo Business & Industrial Park

McCALLUM SWEENEY
AEP
QUALITY
SITE
CERTIFIED

McCallum Sweeney Consulting
the geography of business

# Taylor Publishing – AA Corporation

CASEDHOLE SOLUTIONS

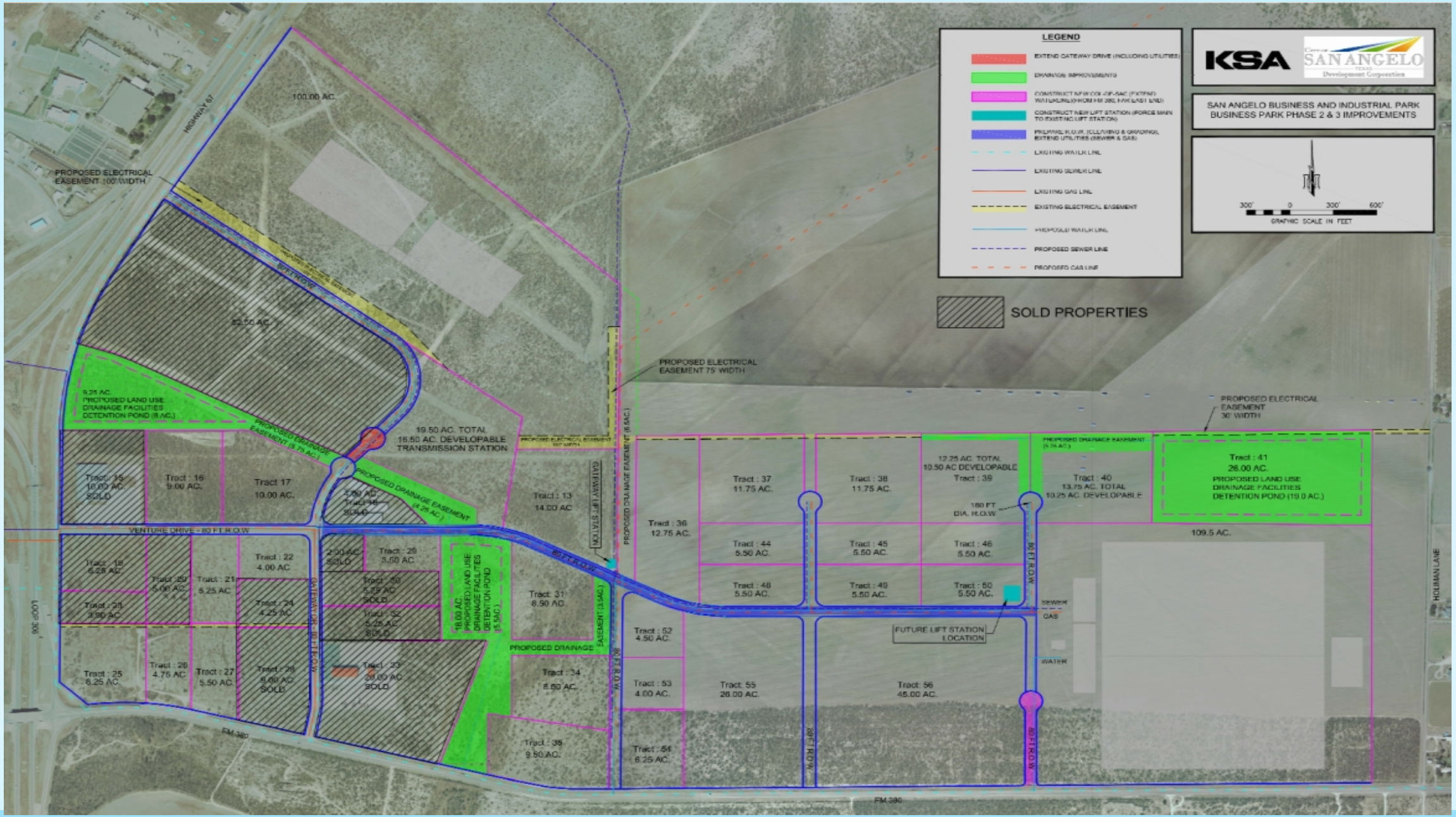
A C&J Energy Services Company

FedEx Ground

WARREN CAT

# PRINCIPAL LED

WE SPEAK SIGN LANGUAGE


LEGEND
EXTEND GATEWAY DRIVE (INCLUDING UTILITIES)
DRAINAGE IMPROVEMENTS
CONSTRUCT NEW COLLOP-SAC (EXTEND WATERLINE) FROM FM 380, FAR EAST END)
CONSTRUCT NEW LIFT STATION (FORCE MAIN TO EXISTING LIFT STATION)
PRELIMINARY FLOOR, FILL/GRADING & GRADING, EXTEND UTILITIES (SEWER & GAS)
EXISTING WATER LINE
EXISTING SEWER LINE
EXISTING GAS LINE
EXISTING ELECTRICAL EASEMENT
PROPOSED WATER LINE
PROPOSED SEWER LINE
PROPOSED GAS LINE
SOLD PROPERTIES
KSA
SAN ANGELO
Development Corporation
SAN ANGELO BUSINESS AND INDUSTRIAL PARK
BUSINESS PARK PHASE 2 & 3 IMPROVEMENTS
300' 0 300' 600'
GRAPHIC SCALE IN FEET
HIGHWAY 67
100.00 AC.
PROPOSED ELECTRICAL EASEMENT 100' WIDTH
82.50 AC.
9.25 AC.
PROPOSED LAND USE:
DRAINAGE FACILITIES
DETENTION POND (8 AC.)
PROPOSED DRAINAGE EASEMENT (9.75 AC.)
PROPOSED DRAINAGE EASEMENT (4.25 AC.)
19.50 AC. TOTAL
16.50 AC. DEVELOPABLE
TRANSMISSION STATION
PROPOSED ELECTRICAL EASEMENT 75' WIDTH
PROPOSED ELECTRICAL EASEMENT 30' WIDTH
Tract : 15
10.00 AC.
SOLD
Tract : 16
9.00 AC.
Tract 17
10.00 AC.
2.00 AC.
Tract 14
SOLD
Tract : 13
14.00 AC
GATEWAY LIFT STATION
Tract : 37
11.75 AC.
Tract : 38
11.75 AC.
12.25 AC. TOTAL
10.50 AC DEVELOPABLE
Tract : 39
180 FT
DIA. R.O.W.
Tract : 40
13.75 AC. TOTAL
10.25 AC. DEVELOPABLE
Tract : 41
26.00 AC.
PROPOSED LAND USE
DRAINAGE FACILITIES
DETENTION POND (19.0 AC.)
Tract : 36
12.75 AC.
Tract : 44
5.50 AC.
Tract : 45
5.50 AC.
Tract : 46
5.50 AC.
Tract : 48
5.50 AC.
Tract : 49
5.50 AC.
Tract : 50
5.50 AC.
109.5 AC.
VENTURE DRIVE - 80 FT. R.O.W.
Tract : 18
6.25 AC.
Tract : 19
5.00 AC.
Tract : 21
6.25 AC.
Tract : 22
4.00 AC.
Tract : 23
3.50 AC.
Tract : 24
4.25 AC.
2.00 AC.
SOLD
Tract : 29
3.50 AC.
Tract : 30
5.75 AC.
SOLD
Tract : 32
5.25 AC.
SOLD
Tract : 31
8.50 AC.
80 FT R.O.W.
16.00 AC.
PROPOSED LAND USE
DRAINAGE FACILITIES
DETENTION POND
(5 AC.)
EASEMENT (3 AC.)
Tract : 52
4.50 AC.
Tract : 53
4.00 AC.
Tract : 55
26.00 AC.
Tract : 56
45.00 AC.
FUTURE LIFT STATION
LOCATION
SEWER
GAS
WATER
Tract : 25
6.25 AC.
Tract : 26
4.75 AC.
Tract : 27
5.50 AC.
Tract : 28
6.00 AC.
SOLD
Tract : 33
20.00 AC.
SOLD
PROPOSED DRAINAGE
Tract : 34
8.50 AC.
Tract : 35
9.50 AC.
Tract : 54
6.25 AC.
GATEWAY DR. - 80 FT R.O.W.
FM 380
HOLIMAN LANE
LOOP 306

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: June 6, 2017

Item type: Regular Item

---

**Caption:**

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

**Summary/History:**

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

- Peak Hours Ambulance Overtime
- Martin Luther King / Transportation Enhancement Project
- Airport Concession
- Stormwater Sweepers
- Debt Service for Ford Ranch
- Health Insurance Increased Contribution
- Health Insurance Wellness Program
- Martifer-Hirschfeld Project
- Affordable Housing Project
- Air Service Marketing and Future Projects

**Financial Impact:**

$4,874,899 (see attached detail on Exhibit A of the ordinance).

**Other Information/Recommendation:**

Staff recommends approval.

**Attachments:**

| | | |
|---|---|---|
| 1. | Ordinance | Ordinance.pdf |
| 2. | Exhibit A | Exhibit A.pdf |
| 3. | Additional Information | Additional Information.pdf |
| 4. | Presentation | 6-6-17 FIN Budget Amendment.pptx |
| 5. | Memos | ALL BA Memos.pdf |

**Presentation:**

Morgan Chegwidden

**Approvals/Reviews:**

| | |
|---|---|
| Morgan Chegwidden | Created/Initiated |
| Theresa James | Approved |
| Anthony Wilson | Approved |

| | |
|---|---|
| Tina Dierschke | Approved |
| Theresa James | Approved |
| Becky Dunn | Approved |
| Bryan Kendrick | New |

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, FOR INCOMPLETE PROJECTS, EQUIPMENT REPLACEMENT, AND GRANTS.**

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2016-2017 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 6th day of June, 2017, and APPROVED and ADOPTED on this the 20th day of June, 2017.

ATTEST:

_____
Bryan Kendrick, City Clerk

CITY OF SAN ANGELO, TEXAS

_____
Brenda Gunter, Mayor

Approved as to Content and Form:

_____
Tina Dierschke, Finance Director

**City of San Angelo**
**Proposed Budget Amendment**
**Exhibit A**

| Fund | Description | Total Revenue Amendment | Total Expense Amendment | Net Benefit/ (Cost) |
|---|---|---|---|---|
| 101 | General Fund | $90,000 | $90,000 | $- |
| 103 | Martin Luther King / Transportation Enhancement Project | $1,040,283 | $1,040,283 | $- |
| 220 | Airport | $2,400 | $2,400 | $- |
| 240 | Stormwater | $- | $500,000 | $(500,000) |
| 261 | Debt Service for Ford Ranch | $4,515 | $310,597 | $(306,082) |
| 310 | Health Insurance | $612,885 | $612,885 | $- |
| COSA DC | Projects | $2,318,834 | $2,318,834 | $- |
| | **Total** | $4,068,917 | $4,874,999 | $(805,982) |

**City of San Angelo**
**Proposed Budget Amendment**
**Additional**
**Information**

| Project/Need | Source of Funding | Revenue | Expense | Net Benefit / (Cost) |
|---|---|---|---|---|
| Peak Hours Ambulance Overtime | General Fund- Increased revenue | $90,000 | $90,000 | $- |
| Martin Luther King / Transportation Enhancement Project | Texas Department of Transportation | $1,040,283 | $1,040,283 | $- |
| Airport Concession | Airport Concession - Increased Revenue | $2,400 | $2,400 | $- |
| Stormwater Sweepers | Stormwater Fund - Fund balance | $- | $500,000 | $(500,000) |
| Debt Service for Ford Ranch | Water Debt Service Fund- Fund balance, interest income in excess of budget | $4,515 | $310,597 | $(306,082) |
| Increased Health Insurance Contribution | Employer and Employee Contributions | $592,885 | $592,885 | $- |
| Health Insurance Wellness Program | Aetna Wellness | $20,000 | $20,000 | $- |
| Martifer-Hirschfeld Project | Reimbursement | $1,100,435 | $1,100,435 | $- |
| Affordable Housing Project | Sale of homes | $68,326 | $68,326 | $- |
| Air Service Marketing and Future Projects | Gain on sale of assets | $1,150,073 | $1,150,073 | $- |
| | **Total** | $4,068,917 | $4,874,999 | $(805,982) |

# City Council

June 6, 2017

# Budget Amendment

| | Revenue | Expense |
|---|---|---|
| Peak Hours Ambulance Overtime | $90,000 | $90,000 |
| MLK Transportation Enhancement | $1,040,283 | $1,040,283 |
| Airport Concession | $2,400 | $2,400 |

# Budget Amendment

| | Revenue | Expense |
|---|---|---|
| Stormwater Sweepers | $ - | $ 500,000 |
| Debt Service for Ford Ranch | $4,515 | $310,597 |

# Budget Amendment

| | Revenue | Expense |
|---|---|---|
| Increased Health Insurance Contribution | $592,885 | $592,885 |
| Health Insurance Wellness Program | $20,000 | $20,000 |

# Budget Amendment

| | Revenue | Expense |
|---|---|---|
| Martifer-Hirschfeld Project | $1,100,435 | $1,100,435 |
| Affordable Housing Project | $68,326 | $68,326 |
| Air Service Marketing and Future Projects | $1,150,073 | $1,150,073 |

# City Council

June 6, 2017

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Brian Dunn, Fire Department

**Date:** 05/12/17

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

To implement a two-man ambulance crew to run during peak hours to help mitigate the increased ambulance runs occurring this fiscal year.

Source of Funding:

Ambulance revenue in excess of budget

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

City manager approved May 12, 2017

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| Ambulance Revenue | 3,026,707 | 90,000 | 3,116,707 |
| 101-9000-342.50-01 | | | 0 |
| | | | 0 |
| Fire Overtime & Benefits | 511,682 | 90,000 | 601,682 |
| | | | 0 |
| | | | 0 |

Additional Comments:

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Russell Pehl, Engineering

**Date:** 05/30/17

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

Receipt of funds from TxDot for the Martin Luther King/Transportation Enhancement project

Source of Funding:

TXDOT

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

Application for grant funding approved on December 12, 2012

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| Grant Revenue | | | 0 |
| 103-3200-331.00-00 | 0 | 1,040,283 | 1,040,283 |
| Grant Expense | | | 0 |
| 103-3200-800.07-30 | 0 | 1,040,283 | 1,040,283 |
| | | | 0 |
| | | | 0 |

Additional Comments:

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Liz Atwater, Business & Finance Analyst

**Date:** May 19, 2017

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request: New Vending Concession Machines- planning on revenue from sales and expenses for supplies

Source of Funding: 220-0000-348-39.09 Airport/ Concessions Vending

Funding previously approved? If so, by City Manager or City Council and when? No

| Project/Budget to be amended | Original Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| 220-0000-348.39.09 | 0 | 2,400.00 | 2,400.00 |
| 220-3901-514.06.31 | 0 | 2,400.00 | 2,400.00 |
| | | | |
| | | | |
| | | | |
| | | | |

Additional Comments: Concession revenue and expenditures starting in April – September 2017. ($2,400.00 - 6 months @ 400.00 a month).

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Stephen Conley, Storm, Water Superintendent

**Date:** 05/18/17

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

Replacement of two sweepers

Source of Funding:

240 Fund Balance

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

No

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| 240-5800-800-07-41 | 31,771 | 500,000 | 531,771 |
| | | | 0 |
| | | | 0 |
| | | | 0 |
| | | | 0 |
| | | | 0 |

Additional Comments:

240 fund balance is accumulated annually for equipment replacement

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Allison Strube, Water Utilities Assistant Director

**Date:** 06/02/17

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

Budget for interest expense related to the purchase of the Ford Ranch.

Source of Funding:

Water Debt Service Fund- fund balance, interest income in excess of original budget

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

Debt issues was approved by council on December 6, 2016.

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| Revenue | | | 0 |
| Interest 261-0000-361.10-00 | 21,111 | 4,515 | 25,626 |
| | | | 0 |
| Expense | | | 0 |
| Interest 261-5301-472.30-00 | 1,430,003 | 310,597 | 1,740,600 |
| | | | 0 |

Additional Comments:

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Veronica Sanchez, Asst. HR Director

**Date:** April 4, 2017

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request: Need to adjust the revenue budget and expense budget to align with the City's 2017 increased contribution towards health insurance from $453.29 pepm to $486.99 pepm and account for the appropriate amount of enrolled employees.

Source of Funding: Council approved the increase in funding prior to the start of the 2017 plan year.

Funding previously approved? If so, by City Manager or City Council and when? Funds had been approved prior to the 2017 plan year (Nov 15, 2016 Council Meeting)

| Project/Budget to be amended | Original Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| 310-1620-390.40-10 | $4,215,597 | $499,225 | $4,714,822 |
| 310-1620-390.40-11 | $1,370,749 | $93,660 | $1,464,409 |
| 310-1620-530.05-25 | $5,240,686 | $592,885 | $5,833,574 |
| | | | |
| | | | |

Additional Comments:

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Veronica Sanchez, Asst. HR Director

**Date:** April 4, 2017

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request: Need to budget the wellness dedicated money that Aetna provides per the contract to both 310 Revenue and Expense.

Source of Funding: Aetna per contract.

Funding previously approved? If so, by City Manager or City Council and when? Funds had not been added to the budget prior to FY2016.

| Project/Budget to be amended | Original Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| 310-1620-380.40-00 | $300,000 | $20,000 | $320,000 |
| 310-1620-530.03-50 | $684,370 | $20,000 | $704,370 |
| | | | |
| | | | |
| | | | |
| | | | |

Additional Comments:

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Roland Pena, Economic Development

**Date:** 03/28/17

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

Transfer funding: 1) from account 380500 to Hirschfeld Project 452112 and 2) from account 380000 to Affordable Housing 451200

Source of Funding:

Martifer-Hirschfeld Settlement Funds and Sale of Reposed Home

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

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| Economic Development Fund | | | 0 |
| Misc Income 380500 | 0 | 1,100,435 | 1,100,435 |
| Project-Martifer-Hirschfeld 452112 | 290,000 | 1,100,435 | 1,390,435 |
| | | | 0 |
| | | | 0 |
| | | | 0 |

Additional Comments:

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Roland Pena, Economic Development

**Date:** 03/28/17

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

Transfer funding from account 380000 to Affordable Housing 451200

Source of Funding:

Sale of Reposed Home

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

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| Ballot Fund | | | 0 |
| Misc Income 380000 | 0 | 68,326 | 68,326 |
| Project-Affordable Housing 451200 | 0 | 68,326 | 68,326 |
| | | | 0 |
| | | | 0 |
| | | | 0 |

Additional Comments:

City of San Angelo

# Memo

**To:** Morgan Chegwidden, Budget Manager

**From:** Roland Pena, Economic Development

**Date:** 05/31/17

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

Create Budget Fund for "Air Service Marketing" Project and future projects

Source of Funding:

Gain on sale of assets revenue (industrial park sales) is over budget

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

Previously approved by COSADC 9-28-1016 - Ratified by City Council 10-4-2016

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|---|---|---|---|
| Economic Development Fund | | | 0 |
| Revenue | | | 0 |
| Gain on Sale of Assets 392200 | 250,000 | 1,150,073 | 1,400,073 |
| Expense | | | 0 |
| Air Service Marketing 452119 | 0 | 62,075 | 62,075 |
| Future Projects 452900 | 65,575 | 1,087,998 | 1,153,573 |

Additional Comments:

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Julia Antilley, Purchasing Manager, Purchasing, 325-657-4220

Meeting Date: June 6, 2017

Item type: Regular Item

---

**Caption:**

Consider first public hearing of an ordinance to modify the Code of Ordinances to require the purchasing policy to be adopted by Council through resolution - (Presentation by Purchasing Manager Julia Antilley)

**Summary/History:**

The City Charter requires that purchases that are not required to be competitively bid shall be conducted in accordance with procedures adopted by the City Council through ordinance. Currently, the Code of Ordinances spells out a detailed purchasing policy that requires two readings of Council to modify. Throughout the updating of the Code of Ordinances, the City Attorney has recommended removing duplicate and policy level items from the City's Code of Ordinances. Leaving policy level decisions in the codified text goes against best practices, makes any policy changes difficult to adopt, over-complicates future recodifications and is expensive to maintain as it increases the costs of the codification process.

Therefore, the attached ordinance creates a procedure by which the purchasing manager develops a policy for purchases not requiring competitive bidding. That policy will be approved by Council by written resolution and will thereafter govern all non-competitive purchases made by the City. Changes will also be approved by the City Council.

**Financial Impact:**

**Other Information/Recommendation:**

**Attachments:**

1. Ordinance 17-553 ord amending purchasing policy first reading (002).docx

**Presentation:**

**Approvals/Reviews:**

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

**AN ORDINANCE AMENDING CHAPTER 2 "ADMINISTRATION AND PERSONNEL", ARTICLE 2.03 "FINANCE", DIVISION 2 "PURCHASING POLICY" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE CITY OF SAN ANGELO:**

**1) THAT**, Chapter 2, Article 2.03, Division 2 of the Code of Ordinances, City of San Angelo, Texas, is hereby amended by deleting Division 2 in its entirety and replacing as follows:

**" Division 2. Purchasing Policy**

**Sec. 2.03.031 Purpose**

(a) Section 35 of the city charter states that all expenditures in amounts required by state law or city ordinance to be competitively bid must be accomplished in accordance with the requirements of state law or city ordinance, as applicable. Furthermore, expenditures of amounts less than an amount required by state law or city ordinance to be competitively bid shall be made according to procedures set out by ordinance and adopted by the city council.

(b) Pursuant to Section 35 of the city charter the following procedure shall be followed for purchases in amounts less than the amount required by state law to be competitively bid.

1. City purchasing manager shall develop a written policy defining purchases based on the monetary value of the purchase and shall spell out the process by which each such purchase shall be conducted.

2. The written policy outlined in Sec. 2.03.031(b)(1) above shall be approved by written resolution by city council.

3. The written policy shall be updated from time to time to adjust to changes in state law and purchasing markets.

4. Each update to the written policy shall be approved by city council through written resolution.

5. All purchases not required to be competitively bid by state law shall comply with the purchasing policy adopted by city council."

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

**3) THAT,** the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

**4) THAT,** this Ordinance shall be effective on, from and after the date of its passage and publication as required by law.

INTRODUCED on the 6th day of June, 2017, and finally PASSED, APPROVED and ADOPTED on this the 20th day of June, 2017.

CITY OF SAN ANGELO

ATTEST:

_____
Brenda Gunter, Mayor

_____
Bryan Kendrick, City Clerk

Approved as to Form:

_____
Theresa James
City Attorney

~~(b) The purpose of this division is to set forth the requirements for such expenditures.~~

~~(1996 Code, sec. 1.701; Ordinance adopted 10/15/96)~~

~~**Sec. 2.03.032 Types of purchases**~~

~~(a) Informal: An expenditure of five hundred dollars ($500.00) or less.~~

~~(b) Formal: An expenditure of more than five hundred dollars ($500.00).~~

~~(1996 Code, sec. 1.702; Ordinance adopted 10/15/96)~~

## Sec. 2.03.033 - Informal purchase

If the expenditure is $500.00 or less, consisting of a single purchase (not a single payment of a lease to purchase or a supplement to a prior purchase), the department director or his designee should select the vendor who will afford the city the best price, economy and value, and comply with any additional procedures required by the purchasing director. (1996 Code, sec. 1.703; Ordinance adopted 12/3/02)

## Sec. 2.03.034 - Formal purchase

The following requirements shall be complied with for expenditures of more than five hundred dollars ($500.00) but not more than fifty thousand dollars ($50,000.00):

(1) A department manager, director, assistant city manager or the city manager may authorize expenditures more than five hundred dollars ($500.00) but not more than five thousand dollars ($5,000.00) under the following procedures:

(A) Price quotations shall be solicited from two or more vendors by phone, in person, the internet or by mail and recorded on the purchase requisition form.

(B) Quote documentation must be retained by the buyer pursuant to the city record retention program.

(C) The date and name of the person giving the price quotation shall be recorded on the purchase requisition.

(D) No purchase subject to this subsection shall be authorized until a purchase order number has been obtained from the purchasing department.

(E) All other procedures and requirements adopted by the city council shall be complied with by city staff.

(2) A director, assistant city manager or the city manager may authorize expenditures of more than five thousand dollars ($5,000.00) but not more than twenty-five thousand dollars ($25,000.00) under the following procedures:

(A) Written quotes shall be solicited by the director, assistant city manager, the city manager or their designee, signed by the vendor, and recorded on the purchase requisition. Written quotes must be retained pursuant to the city record retention program.

(B) No purchase subject to this subsection shall be authorized until a purchase order number has been obtained from the purchasing department.

(C) All other procedures and requirements adopted by the city council shall be complied with by city staff.

(3) An assistant city manager or the city manager may authorize expenditures greater than twenty-five thousand dollars ($25,000.00) but not more than fifty thousand dollars ($50,000.00) under the following procedures:

(A) Quotes and proposal solicitation shall be processed through the purchasing department.

(B) Price quotations shall be solicited in writing from two or more vendors and recorded on the purchase requisition form. All quote documentation must be retained pursuant to the city record retention program.

(C) No purchase subject to this subsection shall be authorized until a purchase order number has been obtained from the purchasing department.

(D) No purchase subject to this subsection shall be authorized until approved in writing by the city manager or his designee, the purchasing manager or his designee and the finance director or his designee. The city council shall receive a written report monthly of all expenditures authorized pursuant to this subsection.

(4) Competitive sealed bids or proposals shall be solicited for expenditures of more than fifty thousand dollars ($50,000.00).

(A) The city manager shall authorize expenditures of fifty thousand dollars ($50,000.00) or more, following approval from the city council.

(B) Such expenditures shall be made in compliance with all applicable state and federal law.

(C) Bid and proposal solicitation shall be processed through the purchasing department.

(1996 Code, sec. 1.704; sec. 2, Ordinance adopted 7/7/09)

### Sec. 2.03.035 General rules for purchases over $50,000.00

(a) Protest, review and appeal. When awards are made to other than the lowest bidder, the facts and the basis for the award decision shall be well documented and such documentation shall remain available for public scrutiny.

(1) Unsuccessful bidders, wishing to protest an award, are expected to furnish sufficient evidence to challenge the documentation required within five (5) business days of the award of the bid by the city council.

(2) Review of the bid challenge will be made by the city manager and his decision will be final.

(b) State law. The city shall comply with all provisions of state law for expenditures over fifty thousand dollars ($50,000.00).

(1996 Code, sec. 1.705; sec. 3, Ordinance adopted 7/7/09)

## ~~Sec. 2.03.036 - Change orders~~

~~The city manager or his designee shall have the authority to approve change orders if the increase or decrease is $25,000.00 or less and does not exceed 25% of the original contract amount. (1996 Code, sec. 1.706; Ordinance adopted 12/3/02)~~

## ~~Secs. 2.03.037–2.03.060 - Reserved~~

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: June 6, 2017

Item type: Consent Item

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**Caption:**

Discuss and consider appointing Council Member representation (three members) to the Concho River Water Master Advisory Committee - (Presentation by City Clerk Bryan Kendrick)

**Summary/History:**

Concho River Water Master Advisory Committee;

Vacant (Dwain Morrison)
Vacant (Marty Self)
Vacant (Bill Richardson)

**Financial Impact:**

N/A

**Other Information/Recommendation:**

Staff seeks Council's action on re-appointment or new appointments for all positions.

**Attachments:**

1. Program CC Concho River Watermaster Program.pdf

**Presentation:**

**Approvals/Reviews:**

Bryan Kendrick Created/Initiated

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

›› **Questions or Comments:**
watermaster@tceq.texas.gov



# Concho River Watermaster Program

The Concho River Watermaster Program administers water rights in the Concho River segment of the Colorado River Basin.

**About the Concho River Watermaster Program**[5]
**How to Contact the Concho River Watermaster's Office**[6]
**Jurisdiction**[7]
**Concho River Watermaster Advisory Committee**[8]

[9]

## About the Concho River Watermaster Program

The Concho River Watermaster Program was established by House Bill 2815, passed in the Regular Session, 79th Legislature, 2005. This legislation added Subchapter K to Chapter 11 of the Texas Water Code.

The Concho River Watermaster Program is responsible for an area that encompasses 8 counties in west Texas. Two field deputies patrol these counties from an office located in San Angelo. Water-right management is based on "run of the river rights." That means the deputies oversee a constantly changing, dynamic surface-water system of rivers and tributaries that allow diversions as water is available and as it passes individual diversion points.

The watermaster program informs individuals and groups as needed concerning water rights and other matters related to availability of surface water. The program also responds to complaints and may follow up with enforcement actions if necessary.

Deputies also provide services such as measuring reservoirs to insure compliance with state law. They perform Doppler flow measurements on water diversion pipes and may set stream-flow markers to help water-right holders comply with guidelines. The watermaster also documents in a database the amount of water that is authorized and used.

The watermaster program also updates and maintains water-right ownerships as well as annual assessments due on each water-right account.

[10]

## Concho River Watermaster's Office

**Concho River Watermaster**
622 South Oakes, Suite K
San Angelo, Texas 76903-7035
Voice: 1-866-314-4894
Fax: 325-658-5431
E-mail: **conchowm@tceq.texas.gov**[11]

[12]

## Jurisdiction

| River Basin | Counties |
|---|---|
| Concho River segment of the Colorado Basin | Irion, Runnels, Sterling, Coke, Reagan, Tom Green, Schleicher, Concho |

Related content
**Concho River Watermaster Advisory Committee**[13]

[1] https://www.tceq.texas.gov

[2] https://www.tceq.texas.gov/permitting

[3] https://www.tceq.texas.gov/permitting/water_rights

[4] https://www.tceq.texas.gov/permitting/water_rights/wmaster

[5] https://www.tceq.texas.gov://permitting/water_rights/wmaster/crw/mailto:conchowm@tceq.texas.gov

[6] https://www.tceq.texas.gov://permitting/water_rights/wmaster/crw/#crofc

[7] https://www.tceq.texas.gov://permitting/water_rights/wmaster/crw/#crjur

[8] https://www.tceq.texas.gov/compliance/field_ops/wmaster/crw/conchoriver_adv.html

[9] undefined

[10] undefined

[11] https://www.tceq.texas.gov://permitting/water_rights/wmaster/crw/mailto:conchowm@tceq.texas.gov

[12] undefined

[13] https://www.tceq.texas.gov/permitting/water_rights/wmaster/crw/conchoriver_adv.html

Last modified May 15, 2015

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# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: June 6, 2017

Item type: Regular Item

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**Caption:**

Discuss and consider appointing Council Member representation (two members) to the Metropolitan Planning Organization Board - (Presentation by MPO Director Major Hofheins and City Clerk Bryan Kendrick)

**Summary/History:**

Due to the results of the recent election the San Angelo Metropolitan Planning Organization Policy Board now has a vacancy in City voting member representation. In accordance with the San Angelo Metropolitan Planning Organization Bylaws an elected representative should be chosen by the City Council. The two voting member positions must be either two Elected Officials or one Elected Official and one Designated Representative.

POLICY BOARD

Membership
The San Angelo Metropolitan Planning Organization Policy Board shall be comprised of voting and non-voting members. Designated Representatives of the Voting members shall be chosen by the board, commission, council, or governing body of that respective organization. Vacancies for any voting member shall be filled in the same manner. Policy Board membership shall consist of representatives from the following:

Voting Members:

| | |
|---|---|
| 1. City of San Angelo | Elected Official |
| 2. City of San Angelo | Elected Official or Designated Representative |
| 3. Tom Green County | Elected Official |
| 4. Concho Valley Transit District | Elected Official or Designated Representative |
| 5. SA Texas Department of Transportation | Designated Representative |
| 6. SA Texas Department of Transportation | Designated Representative |
| 7. SA Chamber of Commerce | Designated Representative |

Non-Voting Members:

| | |
|---|---|
| 1. United States Representative | Designated Representative |
| 2. Texas State Representative | Designated Representative |
| 3. Texas State Senator | Designated Representative |

The City Manager, Daniel Valenzuela, now fills the Designated Representative position and typically in the past the other position has always been filled by the Mayor.

**Financial Impact:**

**Other Information/Recommendation:**

**Attachments:**

**Presentation:**

**Approvals/Reviews:**

| | |
|---|---|
| Bryan Kendrick | Created/Initiated |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: June 6, 2017

Item type: Consent Item

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**Caption:**

Discussion and consideration of appointing Council Member representation on I-14 Gulf Coast Strategic Highway Coalition - (Presentation by City Clerk Bryan Kendrick with Economic Development Director Roland Peña)

**Summary/History:**

As you know, the Council Members also serve as representatives on various boards and committees. Below is the current Council Representation:

I-14 Gulf Coast Strategic Highway Coalition

Currently Vacant (Mayor Morrison) - Please see attached memo from Roland Peña

**Financial Impact:**

N/A

**Other Information/Recommendation:**

Staff seeks Council's action on re-appointment or new appointments for all positions.

**Attachments:**

1. Memo Regarding I-14 from Roland Pena June 15_2016 - I-14 Memo.docx

**Presentation:**

**Approvals/Reviews:**

Bryan Kendrick Created/Initiated

# REPORT TO COSADC BOARD

Requestor: Roland Peña, Economic Development Director, 325-653-7197

Meeting Date: June 27, 2016

Item type: Regular – Board Commissions

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**Caption:**

Consideration of appointing a City Council designee to represent the City of San Angelo on the I-14 Gulf Coast Strategic Highway Coalition

**Summary**

On June 22, 2016, the COSADC approved the following designations for the I-14 Gulf Coast Strategic Highway Coalition:

- One member to be designated by City Council
- One member to be designated by COSADC – President Tommy Hiebert was appointed by the COSADC Board.
- One additional designee – the COSADC Board appointed Roland Pena, the Director of Economic Development

The I-14 GCSHC is excited about the opportunity to begin the partnership with communities in the region and the creation of a regional segment committee. Segment committees of community representatives will work to identify preferred local routing and help recommend priorities for projects in each region.

The segment committee will work toward expansion of the congressionally designated corridor to serve San Angelo and Midland-Odessa. TxDOT officials have pledged to work with communities along the corridor to plan upgrade projects that will eventually elevate existing roadways to interstate standard so they can be part of 1-14.

At its meeting on May 25, 2016 the COSADC Board approved the allocation of up to $15,000 to join the I-14 Gulf Coast Strategic Highway Coalition which would allow up to three (3) voting memberships on the coalition board.

**History:** Most recently, the Texas Transportation Commission authorized the submission of an application to petition the American Association of State Highway and Transportation Officials to include the segment of US 190 as part of the national Interstate Highway System as I-14.

On April 5th, John Thompson, the Chairman of the Board of the I-14 GCSH Coalition met with Economic Development Partners in San Angelo that included representatives of the Chamber of Commerce, Tom Green County, COSADC, and the City of San Angelo. The meeting was requested by Mr. Thompson. His intention was to meet with San Angelo to determine interest in joining the I-14 GSCH Coalition. All local representatives were receptive to the idea and with the caveat that each entity had to seek approval from their respective organizations. He met with Midland and Odessa representatives the day prior.

On January 27, 2016 staff provided an update on the I-14 Gulf Coast Strategic Highway and the Board heard from Gary Bushell, Coalition consultant, who provided a power-point and made the presentation via conference call.

San Angelo had been invited to attend the I-14 Gulf Coast Strategic Highway Coalition the week prior. Representatives from San Angelo included; Tom Green County Judge Steve Floyd, City Council-woman Elizabeth Grindstaff, City Manager Daniel Valenzuela, John Dewitt, Texas Department of Transportation Interim District Engineer and Roland Peña, Director

of Economic Development. Since the impact of this corridor has the potential to provide economic development opportunities for our community, staff considered this an important item to bring to the COSADC Board.

The five-year federal transportation bill signed into law December 4, 2015, created a congressionally designated Texas highway corridor that will be Interstate Highway 14 in the future. The designated Central Texas Corridor begins in West Texas and generally follows US Highway 190 through Killeen, Belton, Bryan-College Station, Huntsville, Livingston, Woodville and Jasper before terminating on State Highway 63 at the Sabine River.

The Gulf Coast Strategic Highway, now known as the "Ports to Forts" corridor is expected to meet the military transportation needs of U.S. Army facilities in Texas and Louisiana and connect them with Strategic Deployment seaports -- the Port of Corpus Christi and the Port of Beaumont. A proposed route connects our own Goodfellow AFB and San Angelo to Midland/Odessa as it links to I-20 to meet El Paso's Fort Bliss.

The I-14/Gulf Coast Strategic Highway System will help meet the need to move a growing amount of freight from one region to another and provide improved safety for travelers moving in and out of Central and West Texas.

**Financial Impact:**

Up to $15,000 (previously approved)

**Other Information/Recommendation:**

Staff recommends designation of 3 representatives to the board.

**Attachments:**

Exhibit

**Presentation:** Roland Peña

**Approvals/Reviews:**

Reviewed by Roland Peña, Director of Economic Development