



City Council Agenda 10/03/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on October 3, 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. Proclamation declaring Oct. 23-31, 2017, as "Red Ribbon Week"
- b. Proclamation declaring October 2, 2017, as "World Habitat Day & Affordable Housing"
- c. Proclamation declaring November 25, 2017, as "Small Business Saturday"

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 September 19, 2017 City Council regular meeting minutes (B.Kendrick)
- b. Consider resolutions authorizing the revision of Investment Policies for the City of San Angelo and Lake Nasworthy (J.Guerrero)
- c. Consider authorizing the City Manager to reject the bids received for the RFB No. WU-08-17, Liquid Chlorine (A. Strube)
- d. Consider ratifying COSADC's approval of Amendment No. 1 of the COSADC - SBDC lease agreement effective September 1, 2016 for office space in the Business Resource Center, adjusting Annual Rent to \$13,493, commencing September 1, 2017 through August 31, 2019 and authorizing the Board President to execute amendment (R.Peña)
- e. Consider ratifying COSADC's resolution approving a project in support of the City Council and the expenditure of promotional campaign to expand the Air Service Marketing Initiative and advertise the City of San Angelo for the purpose of developing new and expanded business enterprises and authorize the President to negotiate and execute a performance agreement in the amount of up to and not to exceed \$60,000 with McLaughlin Advertising (R.Peña)

- f. Consider ratifying COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$100,000, for a project that entails acquisition from the City of San Angelo of a 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, and a Development Agreement with the city pursuant to which the property will be improved for resale and commercial development as permitted under Chapter 505 of the Texas Development Corporation Act to promote and develop a new or expanded business enterprises that create or retain primary jobs, or that provide facilities that enhance Convention Purposes and Tourism (R.Peña)
- g. Consider ratifying COSADC's resolution authorizing the execution of Task Order No.1 to RFQ ES-04-15 with SKG Engineering, LLC., in a sum not to exceed \$65,000, to perform professional engineering and surveying services for an Economic Development Project that entails acquisition from the City of San Angelo of a 17.58 acre parcel of Real Property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, for commercial development that requires survey, environmental studies and geotechnical investigations and related services (R.Peña)
- h. Consider ratifying COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$300,000 to provide an Economic Development Incentive to Detmar Logistics, LLC., for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 501 Subchapter C (R.Peña)
- i. Consider adopting a resolution accepting the transfer of the property interest of the US 67 WB Direct Connection to FM 2288 from the State of Texas to the City of San Angelo (S. Kelton)
- j. Second reading of an ordinance for Z17-10 a rezoning from the Office/Warehouse (OW) Zoning District to the Single-Family Residential (RS-1) Zoning District, being 0.5 acres generally located on an unaddressed tract north of 6622 Clarice Court. (J. James)
- k. Second reading of an ordinance for Z17-11 a rezoning from the Planned Development (PD13-02) Zoning District to the Office Warehouse (OW) Zoning District, being 1.50 acres located at 1221 Grand Canal Road. (J. James)
- l. Second reading of an ordinance amending the Major Thoroughfare Plan component of the San Angelo Comprehensive Plan in an area north of Clubhouse Lane, east of North Bentwood Drive, south of West Loop 306, and west of Foster Road. (J. James)

6. Regular Agenda

- a. Appeal of the Planning Commission's denial of two variances associated with the Third Replat in Block Two, Sunset Ranch Estates, Section Two: (1) a variance from Chapter 10.III.A.1 to allow Grand Canal Road, a Collector Street, to maintain 50 feet of right-of-width in lieu of 60 feet and (2) a variance from Chapter 10.III.A.2 to allow Grand Canal Road, a Collector Street, to maintain 28 feet of paving width in lieu of 50 feet, on 3.795 acres generally located approximately 1,230 feet southwest from the intersection of South U.S. Highway 277 and Grand Canal Road - (Presentation by Planning & Development Services Director Jon James)
- b. Consider awarding RFB-FD-03-17, Construction of Fire Station #4 to Mid-Tex of Midland, Texas in the amount of \$3,214,200, budgeted for purchase in FY18, and authorizing the City Manager or designee to negotiate and execute any related documents - (Presentation by Fire Chief Brian Dunn)
- c. Second reading and public hearing of an ordinance for the vacation and abandonment of a 0.642-acre (28,000-square feet) segment of the South Marie Street public right-of-way generally located between Bryan Street and Roosevelt Street - (Presentation by Planning & Development Services Director Jon James)
- d. Consider adopting a resolution nominating candidates to serve on the Board of Directors of the Tom Green County Appraisal District for the 2018-2019 Term - (Presentation by City Clerk Bryan Kendrick)

7. Follow Up and Administrative Issues

- a. Announcements and consideration of Future Agenda Items

8. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 29th day of September 2017, at 4:00 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.

Proclamation

Alcohol is a primary factor in the four leading causes of death for young people ages 10-21, and almost 100,000 people die each year from alcohol-related causes

Some 15 million drinkers in the U.S. are dependent on alcohol

Adolescents use alcohol more than tobacco or illicit drugs

Young people begin drinking, on average, at 13 years of age, and young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

Alcohol abuse is linked to as many as two-thirds of all sexual assaults and is a major factor in risky sexual behavior and contracting HIV sexually transmitted diseases.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim October 23-31, 2017, as

“Red Ribbon Week”

In San Angelo, Texas, and call upon all in the city of San Angelo to support the Alcohol & Drug Abuse Council for the Concho Valley, Concho Valley CARES and their efforts to increase awareness and to support those coping with addiction in our community.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 3rd day of October, 2017.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

On Monday, October 2, 2017, Habitat for Humanity of San Angelo joined with partners around the world to rededicate themselves in recognizing the basic right of everyone to have adequate shelter.

Habitat for Humanity World Day 2017 joins together a single global network in communicating the message that every one of us deserves the opportunity for a better future. We acknowledge that a decent place to live can remove barriers to opportunity, health and success for growing families now and generations to come. Driven by the vision that everyone needs a decent place to live.

Habitat for Humanity began in 1976 as a grassroots effort on a community farm in southern Georgia. The Christian housing organization has since grown to become a leading global nonprofit working in more than 1,300 communities throughout the U.S. in more than 70 countries.

Families and individuals in need of a hand up partner with Habitat for Humanity to build or improve a place they can call home.

Habitat homeowners help build their own homes alongside volunteers and pay an affordable mortgage. Through financial support, volunteering or adding a voice to support affordable housing, everyone can help families achieve the strength, stability and self-reliance they need to build better lives for themselves.

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

THEREFORE, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, I do hereby proclaim Monday, October 2, 2017 as

"World Habitat Day 2017 & Affordable Housing"

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, 3rd day of October, 2017

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

Proclamation

The government of San Angelo, Texas, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years.

Small businesses employ 48 percent of the employees in the private sector in the United States

On average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants

91 percent of all consumers believe that supporting small, independently-owned restaurants and bars is important

76 percent of all consumers plan to go to one or more small businesses as part of their holiday shopping

San Angelo supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods

advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

THEREFORE, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, I do hereby proclaim, November 25, 2017 as,

"SMALL BUSINESS SATURDAY"

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

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, 3rd day of October, 2017.

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: October 3, 2017

Item type: Consent Item

Caption:

Consider approving the September 19, 2017 City Council regular meeting minutes (B.Kendrick)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------|-------------------------------|
| 1. | Draft Minutes | CC Draft Minutes 09-19-17.pdf |
|----|---------------|-------------------------------|

Presentation:

Approvals/Reviews:

Bryan Kendrick

Created/Initiated

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, September 19, 2017

Present:

Mayor Brenda Gunter
Mayor Pro tem Lane Carter, SMD 5
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 Billie F. DeWitt, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, September 19, 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 CB Sutton with Paul Ann Baptist Church; and the pledges were led by Lyleann McClellan Thee.

3. Proclamations/Recognitions

Mira Velez was recognized for loaning the City of San Angelo the 9/11 New York Trade Center Twin Tower artifact presented to the Velez family

September 17-23, 2017 was proclaimed as "Constitution Week"

October 8-14, 2017 was proclaimed as "Fire Prevention Week"

Angelo State University was proclaimed "10,000 Strong"

4. Public Comment

Shannon Carpenter expressed concerns about the Railway Museum Board.

5. Consent Agenda

- a. Approval of the September 5, 2017 City Council regular meeting minutes
- b. Approval of an amendment to Lake Nasworthy Residential Lot Lease with Tenant of 1506 South Concho, providing an additional six (6) months be added to the end of the Lease
- c. Adoption of a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) Services; making provision for city participation in the costs associated with the MHU not to exceed \$117,080 for fiscal year 2017-2018; and finding a public purpose and benefit
- d. Adoption of a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services; making provision for city participation in the costs associated with the CIU not to exceed \$44,074, for fiscal year 2017-2018; and finding a public purpose and benefit

- e. Approval of a renewal of a lease agreement with Federal Express Corporation in the amount of \$47,224.60 and authorizing City Manager to negotiate and execute all related documents
- f. Approval of a purchase with Weaver Technologies, LLC utilizing Texas DIR Contract DIR-SDD-1951 in an amount of \$112,280.38, budgeted in FY17, for the purchase and installation of a new server and storage system for email and authentication services, and authorizing the City Manager or designee to execute any related documents
- g. Second reading and adoption of an ordinance deleting and replacing Chapter 2, Article 2.08, Section 2.08.002 "Classification Plan" of the San Angelo Code of Ordinances

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the consent agenda, as presented with the exception of item 5b. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve item 5b, as presented. The motion carried unanimously (7) ayes to (0) nays.

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

7. Regular Agenda

- a. Discussion and approval of accepting the abandonment by the San Angelo Coalition of Police (SACOP) of the Meet and Confer contract negotiations and the Meet and Confer process - (A presentation was made by Lisa Marley, Director of Human Resources & Civil Service Director)

Motion: Council Member DeWitt made a motion, seconded by Council Member Thomas, to accept abandonment of the contract negotiations, as presented. The motion carried (6) ayes to (1) nay with Council Member Carter casting the dissenting vote.

Comments were made in support of the continuation of the Meet & Confer process.

Consensus of Council was to bring an item at a future agenda to discuss whether or not to continue in the Meet & Confer process.

- b. Second public hearing and adoption of an ordinance of the City of San Angelo approving and adopting the budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018. This budget will raise more total property taxes than last year's budget by \$1,540,425 (4.29%), and of that amount, \$635,425 is tax revenue to be raised from new property added to the tax roll this year - (A presentation was made by Finance Director Tina Dierschke)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to adopt the ordinance, as presented. A record vote was taken and the motion carried unanimously (7) ayes to (0) nays.

- c. Second public hearing and adoption of an ordinance levying property taxes for the City of San Angelo for the 2017 tax year. An ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for

the 2017-2018 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated web site; and, providing for an effective date - (Presentation by Finance Director Tina Dierschke)

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, that the property tax rate remain the same by the adoption of a tax rate of 0.7760 per \$100 valuation. A record vote taken and the motion carried unanimously (7) ayes to (0) nays.

- d. Denial of first reading and public hearing of an ordinance amending Chapter 5, Article 5.02 Alcohol and Beverage Regulations of the City Code of Ordinances to add a minimum 300-foot separation for the sale of any alcoholic beverage, liquor, beer, wine, or vinous liquor from a church - (Presentation by Planning & Development Services Director Jon James)

Motion: Council Member Thomas made a motion, seconded by Council Member Thompson, to deny the ordinance, as presented. The motion carried (6) ayes to (1) nay, with Council Member Lucy Gonzales casting the dissenting vote.

- e. Approval of first reading and public hearing of an ordinance for Z17-10 a rezoning from the Office/Warehouse (OW) Zoning District to the Single-Family Residential (RS-1) Zoning District, being 0.5 acres generally located on an unaddressed tract north of 6622 Clarice Court - (Presentation by Planning & Development Services Director Jon James)

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

- f. Approval of first reading and public hearing of an ordinance for Z17-11 a rezoning from the Planned Development (PD13-02) Zoning District to the Office Warehouse (OW) Zoning District, being 1.50 acres located at 1221 Grand Canal Road - (Presentation by Planning & Development Services Director Jon James)

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

- g. Approval of first reading and public hearing of an ordinance for the vacation and abandonment of a 0.642-acre (28,000-square feet) segment of the South Marie Street public right-of-way generally located between Bryan Street and Roosevelt Street - (Presentation by Planning & Development Services Director Jon James)

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve the ordinance, as presented with the three conditions for approval. The motion carried unanimously (7) ayes to (0) nays.

- h. Approval of first reading and public hearing of an ordinance amending the Major Thoroughfare Plan component of the San Angelo Comprehensive Plan in an area north of Clubhouse Lane, east of North Bentwood Drive, south of West Loop 306, and west of Foster Road - (Presentation by Planning & Development Services Director Jon James)

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

- i. Rejection of RFB-PK-04-17, Construction of Concession Building at the Texas Bank Sports Complex to Onyx General Contractors, LLC of Midland, Texas in the amount not to exceed \$740,000, budgeted for purchase in FY17, and authorizing the City Manager or designee to negotiate and execute any related documents - (Presentation by Construction Manager David Knapp)

Motion: Council Member Thompson made a motion, seconded by Council Member Carter, to reject the bid and for staff to bring back a plan for restrooms only. The motion carried unanimously (7) ayes to (0) nays.

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

No action was taken on this item.

8. 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.
- b. Section 551.072 Deliberations about Real Property regarding 703 S. Chadbourne
- c. Section 551.071(2) consultation with attorney regarding 703 S. Chadbourne

9. Follow Up and Administrative Issues

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

Motion: Council Member DeWitt made a motion, seconded by Council Member Hiebert, to direct staff to negotiate a month to month lease for 703 S. Chadbourne for a term up to six months with the expectation the lessee develop a plan of action for the consideration of a longer term lease at a future date. The motion carried unanimously (7) ayes to (0) nays.

Several citizens expressed concerns with the membership of the current board for the railway museum.

- b. Consider approving the following Board nominations:
Airport Advisory Board: Teresa Special (SMD2) to a 1st full term ending October 2020; William Pritchard (SMD6) to a 1st full term ending October 2020; and Elizabeth Grindstaff (Mayor) to a 1st full term ending October 2020
Animal Shelter Advisory Commission: Carah Dunagan (SMD5) to an unexpired term ending January 2019

Motion: Council Member Thomas made a motion, seconded by Council Member Thompson, to approve the Airport Advisory Board nominations, as presented. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Carter made a motion, seconded by Council Member Hiebert, to approve the nomination of Carah Dunagan, as presented. The motion carried unanimously (7) ayes to (0) nays.

c. Announcements and consideration of Future Agenda Items

Council Member Thomas asked for an update on the Sealcoat program from Engineering and/or Operations.

10. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Carter, 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 1:46 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.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Marlin Dale Hahn, Cash/Debt Analyst, Accounting, 325-481-2649

Meeting Date: October 3, 2017

Item type: Consent Item

Caption:

Consider resolutions authorizing the revision of Investment Policies for the City of San Angelo and Lake Nasworthy (J.Guerrero)

Summary/History:

The Public Funds Investment Act requires that a city's investment policy be reviewed annually. The Act also requires that the governing body (Council) take action (documented in the minutes) on the policies yearly.

Both 2017 policies were previously adopted on April 4th, 2017. Revising the two 2017 policies will keep the City in compliance with the Public Funds Investment Act which was modified effective 09/01/2017.

Financial Impact:

No direct financial impact, however, depending upon the market and the size of the City's portfolio, investment income has been as high as 1 million dollars per year.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | COSA 2017 Investment Policy | 17-390A_AC_AMENDED COSA INVESTMENT POLICY_2017 FINAL 10 03 17.docx |
| 2. | Resolution to adopt 2017 City Investment Policy | 17-390A_AC_AMENDED COSA INV POLICY RESOLUTION_FINAL 10 03 17.docx |
| 3. | Nasworthy 2017 Investment Policy | 17-391A_AC_Lake Nasworthy_Investment Policy and Strategies_AMEND_2017 FINAL 10 03 17.docx |
| 4. | Resolution to adopt 2017 Lake Nasworthy Investment Policy | 17-391A_AC_2017 Nasw Inv Pol Resolution AMENDED 10 03 17.docx |

Presentation:

Approvals/Reviews:

Marlin Dale Hahn
Jaime Guerrero
Tina Dierschke
Theresa James
Becky Dunn

Created/Initiated
Approved
Approved
Approved
Approved

Bryan Kendrick

Final Approval

EXHIBIT "A"

CITY OF SAN ANGELO, TEXAS INVESTMENT POLICY AND STRATEGIES 2017

It is the policy of the City of San Angelo (the "City") to invest public funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the daily cash flow demands of the City and conforming to all State and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the "Act"), Texas Government Code 2256, which requires the creation and annual adoption of a written Investment Policy (the "Policy") and its addendums. The City Council shall review and adopt, no less than annually, the Policy and its incorporated strategies. Any changes to the Policy will be detailed in the adopting resolution.

Section One: Scope

This Policy applies to all the financial assets of the City except funds of Lake Nasworthy. The funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- Operating Funds
- Debt Service Funds
- Bond, Capital and Special Project Funds
- Reserve Funds
- Non-expendable Trust Funds

Section Two: Investment Objectives and Standard of Care

The objectives of the City's investment program shall be, in order of priority, safety, liquidity and yield. Safety of principal shall be the foremost objective of the City's investment program. Each investment transaction shall seek to first insure that capital losses are avoided, whether they are from securities, defaults or erosion of market value. The portfolio shall be managed with the objective of obtaining a reasonable market yield.

The standard of prudence to be used by investment officers shall be the *prudent person standard* and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care under circumstances then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his/her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived. Investments shall not be made for speculative purposes.

Investment officers acting in accordance with written procedures and the Policy and exercising

due diligence shall be relieved of personal liability for an individual security's credit or market risk, provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Section Three: Investment Strategy

The City of San Angelo funds shall be commingled for investment purposes recognizing the cash flow needs of the individual funds which make up the portfolio. The total portfolio will maintain a maximum weighted average maturity of one (1) year which is based on the cash flow analysis and cash requirements of the City.

The City of San Angelo's investment portfolio shall be diversified for safety and shall consist of a variety of securities and maturities which may include any or all of the authorized investments listed in Section Four, Authorized Investments, of this Policy. In order to meet Policy objective, securities will be of the highest credit quality and marketability. The portfolio's objectives can be attained by utilization of high credit quality securities and a modified ladder structure in the short-term area to match known liabilities.

- (1) Operating Funds - Operating funds assure that anticipated cash flows are matched for adequate liquidity on major payment obligations such as payroll.
- (2) Debt Service Funds - Debt service funds must cover the upcoming debt service obligations on the required payment dates.
- (3) Bond, Capital and Special Project Funds - Bond proceeds and special project funds are used for anticipated liabilities on the projects.
- (4) Reserve Funds - Reserve funds provide liquidity for fund obligations and generate a dependable revenue stream from securities.
- (5) Non-expendable Trust Funds - Non-expendable trust funds generate dependable revenue streams for their designated uses.

It is the City of San Angelo's intent to hold purchased securities to maturity investing in such a manner as to insure both the safety and liquidity of such transactions. However, under conditions defined and procedures approved by the Investment Oversight Committee securities may be sold or "swapped" before maturity to capture capital gains and allow for reinvestment into the portfolio. Securities purchased specifically for non-expendable trust funds shall be valued continuously and may be sold prior to the stated maturity date in order to capture capital gains.

The City of San Angelo's Investment Officers, or designated Investment Advisors, will evaluate the City's cash position daily to determine the amount of funds available for investment and to project the term for such investments and will then decide on placement of the investment based

on fund type and market conditions, fund cash flow, the offering yield for eligible investment and diversity in the portfolio

Section Four: Authorized Investments

The City shall invest only in those instruments authorized by law of the State of Texas (Texas Government Code 2256, Public Funds Investment Act – the “Act”) as further defined by this Policy. Insofar as they meet this requirement, the City may invest in the following:

(1) Depository certificates of deposit issued by State and national banks doing business in Texas that do not exceed one (1) year to maturity from date of issue, and :

- a. are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or
- b. are collateralized at 102% by obligations of the United States or its agencies and instrumentalities (excluding letters of credit) or direct obligations of any state, its subdivisions, or its agencies which have been rated as to investment quality by a nationally recognized investment rating firm and have received a rating of not less than “A” or the equivalent.

(2) Obligations of the United States Government, its agencies and instrumentalities not to exceed three (3) years to their stated maturity date;

(3) Fully collateralized repurchase agreements having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at 102%, executed under a written Master Repurchase Agreement, with securities safe-kept with a third party selected or approved by the City, and placed through a bank doing business in Texas or a primary government securities dealer as defined by the Federal Reserve. Flex repurchase agreements used for bond funds or special project funds may have a stated termination date not to exceed the estimated completion date of the project(s).

(4) Constant dollar, local government investment pools as defined by the Act, which are rated as to investment quality by a nationally recognized credit rating agency and have received a rating of not less than “AAA” or its equivalent. Investment in each pool must be specifically authorized by Resolution of the City Council.

(5) AAA-rated, SEC registered money market mutual funds striving to maintain a \$1 net asset value.

(6) General obligation bonds of states, agencies, counties, cities and other political subdivisions of any state rated “A” or better or its equivalent by two nationally recognized rating agencies and with a stated maturity not to exceed two (2) years.

(7) FDIC insured brokered certificate of deposit securities from banks in any US state, delivered versus payment to the City’s safekeeping depository, not to exceed one year to maturity. Before

purchase, the Investment Officer or Investment advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured or collateralized, interest bearing accounts of any bank doing business in Texas.

(9) A1/P1 domestic commercial paper with a maximum maturity of one hundred-eighty (180) days.

In order to provide diversification in the portfolio which reduces market and credit risk exposures the following diversification parameters are established for the Portfolio. Diversification parameters must be met at the time of purchase although cash flows may change the percentages over time. Effort will be made to maintain the diversification guidelines through cyclical cash flow periods.

<u>Security Type</u>	<u>Max. % in Overall Portfolio</u>
CDs	40%
Per bank	10%
US Treasuries	80%
US Agencies & Instrumentalities	80%
Repurchase Agreements	50%
Flex for bond funds	100%
Constant Dollar LGIP	80%
Ownership of the pool	10%
Money Market Mutual Funds	75%
Municipal and State Obligations	40%
Issuer limitation	5%
FDIC Brokered CDs	20%
Commercial paper	20%
Issuer limitation	5%

Delivery versus Payment

All security transactions (with the exception of pool or fund participation) by the City shall be purchased "delivery versus payment". That is, the City shall authorize release of its *funds* only after a purchased security has been received by its safekeeping agent or after the City has received notification from its safekeeping agent that a purchased security has been received in the City's safekeeping account.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from three City authorized brokers/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made from City authorized brokers/dealers.

Loss of Rating

The City is not required to liquidate investments that were authorized investments at the time of purchase. (2256.017) However, should a security that requires a minimum rating under State law not have that required rating, the Investment Officer shall take all prudent measures to liquidate the security. (2256.021)

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Investment Advisor shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or Investment Advisor shall notify the Finance Director and City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating.

Section Five: Collateral and Safekeeping

Time and Demand Bank Deposits Pledged Collateral

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to the City for these deposits shall be held by an independent third party institution outside the holding company of the pledging bank.

In order to anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at 102% of total principal and accrued interest. The depository will be responsible for monitoring and maintaining the collateral and margins at all times. The custodian will provide monthly reports to the City detailing the collateral.

Collateral will be pledged under the terms of a written depository agreement addressing acceptance, substitution and valuation of collateral, executed under the terms of FIRREA¹. (If the custodian is the Federal Reserve the City will execute as an alternate a FRBP Pledgee Agreement of Circular 7 form.) The agreement shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only obligations of the U.S. Government, its agencies and instrumentalities, including mortgage backed securities passing the bank test, municipal securities rated "A" or better by two nationally recognized rating agencies and letters of credit. A monthly report of collateral will be provided directly from the custodian.

¹ The Financial Institutions Resource and Recovery Enforcement Act (FIRREA) governs the deliberations of the FDIC in the case of default or bankruptcy of the bank.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the City. It will be held by an independent third party safekeeping agent approved by the City under an executed SIFMA² Master Repurchase Agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counter-party is responsible for the monitoring and maintaining of collateral and margins at all times.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third party financial institution approved by the City.

Securities shall not be bought from the banking services bank in order to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the Investment Officers and an agreement of the terms executed in writing. The third party custodian shall be required to issue original safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip, and other pertinent information. Each safekeeping receipt shall be clearly marked that the security is held for the City.

Section Six: Investment Officer Designation

The City Council hereby designates the Finance Director, or his designated representative, and the Finance Department position handling the daily treasury functions (currently the Cash and Debt Analyst), as duly authorized investment officers of the City and grants to them the authority to invest City funds as outlined herein. The City may further contract with a registered investment advisor to advise in the management of the City's portfolio. No person may engage in an investment transaction except as provided under the terms of this Policy and supporting procedures. Any disbursement of City funds for the purchase of investment instruments must bear the signature of two Investment Officers.

The Investment Officers will establish written procedures for the operation of the investment program consistent with this Policy.

Officers, employees and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the City Council. If the relationship falls within the second degree of blood or marriage disclosure should also be sent to the Texas Ethics Commission.

²Security Industry and Financial Markets Association, formerly the Bond Market Association.
Investment Policy and Strategies 2017
City of San Angelo

Section Seven: Training

The Finance Director and all City officials designated herein as Investment Officers and their designated representatives within the parameters of this Policy shall attend ten (10) hours of training within twelve (12) months of taking the position and eight (8) hours in each succeeding two year fiscal periods (beginning on the first day of the fiscal year) relating to investment responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider must be an independent source approved by the Investment Oversight Committee. A list of approved training sources is attached as Addendum A.

Section Eight: Investment Activity Reporting

Reporting for investments will be made in accordance with State law. (Chapter 2256.023) Reports of investments should be prepared and presented at least quarterly to the City Council and City Manager and should reflect the cost, term, yield, market value, purchase date, maturity date, description and cusip number for each investment. Market values shall be obtained at least monthly from the trust department of the City's depository bank or other independent source as approved by the Investment Oversight Committee.

On a quarterly basis the Investment Officer, or his designee, shall prepare a series of detailed and management level signed investment reports in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with generally accepted accounting principles;
- 5) The change in market value, and
- 6) Compliance with the Act and this Policy.

Prices for the valuation of securities' market value shall be obtained from an independent source.

Section Nine: Investment Oversight Committee

The City Council shall appoint an Investment Oversight Committee to review the City's investment portfolio with the Finance Director and City Manager, or his designee, at least quarterly and to then report to the City Council. The Investment Oversight Committee shall be comprised of two City Council members, two citizens with experience as investment advisors or analysts, the City's independent auditor (as a non-voting member), the City Manager or his designee, and the City's Finance Director. The duties of the Investment Oversight Committee shall include:

- 1) Review of the quarterly report submitted by the Investment Officers of the City,
- 2) Review and adoption of a list of authorized qualified brokers and counter-parties that

- have provided the required certification and are authorized to engage in investment transactions with the City,
- 3) Review of the list of authorized brokers at least annually, and
 - 4) Approval of the independent training provider as required in this Policy (Addendum A).

The Investment Oversight Committee shall have the authority, subject to City Council review, to make such rules as deemed necessary for the orderly operation of the Investment Oversight Committee. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

Section Ten: Audit

The City's independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable State statutes (Chapter 2256.023). The review shall be conducted annually and the results of the review shall be reported to the City Council. In addition, in conjunction with the annual audit the City shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the Investment Oversight Committee. [Chapter 2256.005(m)].

Section Eleven: Authorized Financial Institutions and Broker/Dealers

The Investment Officer will maintain a list of financial institutions and brokers/dealers authorized to do business with the City. These pools will be selected according to creditworthiness and service. Brokers may include "primary dealers" or regional dealers that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All brokers/dealers must provide the Investment Officer with:

- Proof of Financial Industry Regulatory Authority (FINRA) registration,
- Proof of registration with the Texas State Securities Commission, and
- Completed City questionnaire

In accordance with the Act [Chapter 2256.005(k)] a copy of the City's Investment Policy shall be presented to any pool offering to engage in an investment transaction with the City. The pool must execute a written certificate in a form acceptable to the City that they have (1) reviewed the Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between the City and the pool which are not authorized by the Policy.

The City Council or the Investment Oversight Committee will at least annually review, revise and adopt a list of authorized brokers authorized to engage in investment transactions. The list of authorized counter-parties is shown as Addendum B of this Policy and approved with adoption of this Policy.

Section Twelve: Policy Adoption and Revisions

The City Council will review the Policy not less than annually and adopt a resolution stating that the Policy and incorporated strategies have been reviewed and including all changes to the Policy.

This Policy may be amended only by action of the City Council.

The City Manager and Investment Oversight Committee are authorized to recommend revisions to the Policy to the City Council whenever such revisions are necessary and prudent due to changes in State Law, the needs of the City, or the economy and market opportunities. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

ADOPTED on this the _3rd_ day of _October_, 2017.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content:

Tina Dierschke, Finance Director

Approved as to Form:

Theresa James, City Attorney

ADDENDUM A

By adoption of this Investment Policy, the following associations and organizations are approved for Investment Officer training.

- Texas Municipal League
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas

ADDENDUM B

Broker/Dealer List

The authorized list for City of San Angelo is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of brokers/dealers be approved annually by the City Council or Investment Oversight Committee established by the Council. The City's Investment Advisor, Patterson & Associates, maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy the new Policy is sent out for re-certification.

The brokers/dealers certified by the City are:

- Bank of America/Merrill Lynch
- Cantor Fitzgerald
- Morgan Stanley
- G.X. Clarke & Co.
- Mizuho Securities
- Piper Jaffray
- BOK Financial
- Raymond James
- Mutual Securities
- Stifel Nicolaus
- Wells Fargo

A RESOLUTION OF THE CITY SAN ANGELO CITY COUNCIL ON ANNUAL REVIEW OF ITS INVESTMENT POLICY AND INVESTMENT STRATEGIES, ADOPTING CERTAIN REVISIONS THERETO

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment policy and strategies; and

WHEREAS, the Public Fund Investment Act requires the governing body of the investing entity to review and adopt its investment policy and strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the City Council has reviewed and adopts the City of San Angelo, Texas Investment Policy and Strategies 2017, including amendments as follows:

<u>Section</u>	<u>Revision</u>
Eleven	Removing policy certification requirements from brokers and banks in accordance with changes in the Act; Requiring that pools continue to provide the policy certification in accordance with changes in the Act; Requiring that brokers will still be provided the current Investment policy and any future changes to it; and
Addendum B	Removing policy certification requirements from brokers and banks in accordance with changes in the Act.

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

The City in compliance with the requirements of the Public Funds Investment Act, hereby adopts the City of San Angelo, Texas Investment Policy and Strategies 2017 as hereby amended and fully set forth in **Exhibit "A"** attached to this Resolution. Said Investment Policy and Strategies 2017, shall become effective upon adoption of this Resolution.

PASSED, APPROVED and ADOPTED on this the _3rd_day of _October_, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

**CITY OF SAN ANGELO, TEXAS INVESTMENT POLICY AND STRATEGIES
2017**

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Theresa James, City Attorney

EXHIBIT "A"

LAKE NASWORTHY - SAN ANGELO, TEXAS

INVESTMENT POLICY AND STRATEGIES

2017

It is the policy of the City of San Angelo (the "City") to invest public funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the objectives of the City and conforming to all State and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the "Act"), Texas Government Code 2256 which requires the creation and annual adoption of a written investment policy. The City Council shall no less than annually review and adopt the Investment Policy (the "Policy") and its incorporated strategies. Any changes to the Policy will be detailed in the adopting resolution.

Section One: Scope

This Policy applies solely to the financial assets applied to the maintenance and support of Lake Nasworthy, San Angelo, Texas.

Section Two: Investment Objectives and Standard of Care

The objective of the Lake Nasworthy portfolio is to produce a revenue stream which can be used in the maintenance of the Lake Nasworthy area. The principal is not intended to be used for operational purposes.

The objectives of this Policy shall be, in order of priority, safety, liquidity, diversification, and yield. Safety of principal shall be the foremost objective of the City's investment program. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they be from market, credit or collateral risk. Investments shall not be made for speculative purposes. The portfolio shall be managed with the objective of obtaining a reasonable market yield in keeping with the capital appreciation and cash flow requirements of the fund.

The standard of prudence to be used by investment officers shall be the prudent person standard and shall be applied in the context of managing the overall portfolio. The standard states: Investments shall be made with judgment and care under circumstance then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his or her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and the Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit or market risk, provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Section Three: Investment Strategy

The investment strategy for Lake Nasworthy funds will focus on utilization of high credit quality, intermediate term securities which will generate a reasonable stream of income for the ongoing maintenance of Lake Nasworthy. The principal of the fund is not expected to be used for any ongoing expenditures. The investment strategy is designed to generate a revenue stream and a low degree of volatility and market risk. Securities will be of a high quality, with short to intermediate term maturities chosen to hold their market value. The portfolio will use a range of maturities dependent on market conditions.

The City, or its designated investment advisors, will evaluate cash flow needs and the portfolio's position on a regular basis to determine ongoing market strategy. Market conditions and interest rate forecasts will determine portfolio structure. Securities may be sold or "swapped" before maturity to capture capital gains and allow for reinvestment into the portfolio.

The portfolio will maintain a maximum weighted average maturity (WAM) of three (3) years and the maximum expected or stated maturity in the fund will be ten (10) years for any individual security. The benchmark for risk and performance on the portfolio will be the three (3) year Treasury Note for the comparable period in accordance with the anticipated WAM.

Section Four: Authorized Investments

The City shall invest only in those instruments authorized by the Act. Insofar as they meet this requirement, the City may invest in the following:

(1) Depository Certificates of Deposit issued by state and national banks doing business in Texas that do not exceed two (2) years to maturity from date of issue, and:

- a. are guaranteed or insured by the Federal Deposit Insurance Corporation ("FDIC") or its successor; or
- b. are collateralized at 102% by obligations of the United States or its agencies and instrumentalities or direct obligations of the State of Texas, its subdivisions, or its agencies which have been rated as to investment quality by a nationally recognized investment rating firm and have received a rating of not less than "A" or the equivalent.

(2) Obligations of the United States Government, its agencies and instrumentalities not to exceed ten (10) years to their stated maturity date, to include mortgage backed securities passing the bank test;

(3) Fully collateralized repurchase agreements including reverse repurchase agreements, having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at 102%, executed under a written Bond Market Association Master Repurchase Agreement, safe-kept with a third party selected or approved by the City, and placed through a bank doing business in Texas or a primary government securities dealer as defined by the Federal Reserve. Flex repurchase agreements used for bond funds or special project funds may have a stated termination date not to exceed the estimated

completion date of the project(s).

(4) Constant dollar, local government investment pools as defined by the Act, as amended, which are rated as to investment quality by a nationally recognized credit rating agency and have received a rating of not less than "AAA" or its equivalent. Investment in each pool must be specifically authorized by Resolution of the City Council.

(5) AAA-rated, SEC registered money market mutual funds which strive to maintain a \$1 net asset value.

(6) General debt obligation bonds of states, agencies, counties, cities and other political subdivisions of any state rated "A" or better or its equivalent by two nationally recognized rating agencies and with a stated maturity not to exceed two (2) years.

(7) FDIC insured *brokered* certificate of deposit securities from banks in any US state, delivered versus payment to the City's safekeeping depository, not to exceed one year to maturity. Before purchase, the Investment Officer or Investment Advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured or collateralized, interest bearing accounts of any bank doing business in Texas.

Diversification

The Fund will strive for diversification in the portfolio by market sector and maturity to reduce market and credit risk exposures.

Delivery versus Payment

All security transactions (with the exception of pool or fund participation) by the City shall be purchased "delivery versus payment". That is, the City shall authorize release of its *funds* only after a purchased security has been received by its safekeeping agent or after the City has received notification from its safekeeping agent that a purchased security has been received in the City's safekeeping account.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from three City authorized broker/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made from City authorized broker/dealers.

Loss of Rating

The City is not required to liquidate investments that were authorized investments at the time of purchase. (2256.017) However, should a security that requires a minimum rating under State law not have that required rating, the Investment Officer shall take all prudent measures to liquidate the security. (2256.021)

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Investment Advisor shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by the Policy, the Investment Officer or Investment Advisor shall notify the Finance Director and City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating.

Time and Demand Bank Deposits Pledged Collateral

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to the City for these deposits shall be held by an independent third party institution outside the holding company of the pledging bank.

In order to anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at 102% of total principal and accrued interest. The depository will be responsible for monitoring and maintaining the collateral and margins at all times. The custodian will provide monthly reports to the City detailing the collateral.

Collateral will be pledged under the terms of a written depository agreement addressing acceptance, substitution and valuation of collateral, executed under the terms of FIRREA¹. (If the custodian is the Federal Reserve, the City will execute the Pledge Agreement of Circular 7 form.) The agreement shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only obligations of the U.S. Government, its agencies and instrumentalities, including mortgage backed securities passing the bank test, municipal securities rated "A" or better by two nationally recognized rating agencies and letters of credit. A monthly report of collateral will be provided directly from the custodian.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the City. It will be held by an independent third party safekeeping agent approved by the City under an executed Bond Market Master

¹ The Financial Institutions Resource and Recovery Enforcement Act governs the deliberations of the FDIC in the case of default or bankruptcy of the bank.

Repurchase Agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counter-party is responsible for the monitoring and maintaining of collateral and margins at all times.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third party financial institution approved by the City.

Securities shall not be bought from the banking services bank in order to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the Investment Officers and an agreement of the terms executed in writing. The third party custodian shall be required to issue original safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip, and other pertinent information. Each safekeeping receipt shall be clearly marked that the security is held for the City.

Section Five: Investment Officer Designation

The City Council has designated the Finance Director, or his designated representative, and the Finance Department position handling the daily treasury functions (currently the Cash and Debt Analyst), as duly authorized Investment Officers of the City and grants to them the authority to invest Lake Nasworthy funds as outlined herein. The City may further contract with a registered Investment Advisor to advise in the management of this portfolio.

No person may engage in an investment transaction except as provided under the terms of this Policy and supporting procedures. Any disbursement of City funds for the purchase of investment instruments must bear the signature of two Investment Officers.

The Investment Officers will establish written procedures for the operation of the investment program consistent with this Policy.

Officers, employees and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the City Council. If the relationship falls within the second degree of blood or marriage disclosure should also be sent to the Texas Ethics Commission.

Section Six: Training

The Finance Director and all City officials designated herein as Investment Officers and their designated representatives within the parameters of this Policy shall attend ten (10) hours of training within twelve months of taking the position and eight (8) hours in each succeeding two fiscal year periods (beginning on the first day of the fiscal year) relating to investment

responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider must be an independent source approved by the Investment Oversight Committee. A list of approved training sources is attached as Addendum A.

Section Seven: Investment Activity Reporting

Reporting for investments will be made in accordance with State law. (Chapter 2256.023) Reports of investments should be issued at least quarterly to the City Council and City Manager and should reflect the cost, term, yield, market value, purchase date, maturity date, description and cusip number for each investment. Market values shall be obtained monthly from the trust department of the City's depository bank or other independent source as approved by the Investment Oversight Committee.

On a quarterly basis, the Investment Officer, or his designee, shall prepare a series of detailed and management level signed investment reports in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with generally accepted accounting principles;
- 5) The change in market value, and
- 6) Compliance with the Public Funds Investment Act and this Policy.

Prices for the valuation of securities' market value shall be obtained from an independent source.

Section Eight: Oversight Committee

The City Council shall appoint an Investment Oversight Committee to review the City's investment portfolio with the Finance Director and City Manager, or his designee, at least quarterly and to then report to the City Council. The Committee shall be comprised of two City Council members, two citizens with experience as investment advisors or analysts, the City's independent auditor (as a non-voting member), the City Manager or his designee, and the City's Finance Director. The duties of the Investment Oversight Committee shall include:

- 1) Review of the quarterly report submitted by the Investment Officers of the City,
- 2) Review and adopt the list of counter-parties that have provided the required certification and are authorized to engage in investment transactions with the City,
- 3) Review of the list of authorized brokers at least annually, and
- 4) Approval of the independent training provider as required in this Policy.

The Investment Oversight Committee shall have the authority, subject to City Council review, to make such rules as deemed necessary for the orderly operation of the Committee. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the

investment process.

Section Nine: Audit

The City's independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable State statutes (Chapter 2256.023). The review shall be conducted annually and the results of the review shall be reported to the City Council. In addition, in conjunction with the annual audit, the City shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the Investment Oversight Committee. [(Chapter 2256.005(m))].

Section Ten: Authorized Financial Institutions and Broker/Dealers

The Investment Officer will maintain a list of financial institutions and broker/dealers authorized to do business with the City. These pools will be selected according to credit worthiness and service. Brokers may include "primary dealers" or regional dealers that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All broker/dealers must provide the Investment Officer with:

Proof of National Association of Securities Dealers certification,
Proof of registration with the Texas State Securities Commission, and
Completed City questionnaire.

In accordance with the Act [(Chapter 2256.005(k))] a copy of the Policy shall be presented to any pool offering to engage in an investment transaction with the City. The pool must execute a written certificate in a form acceptable to the City that they have (1) reviewed the Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between the City and the pool which are not authorized by the Policy.

The City Council or the Investment Oversight Committee will at least annually review, revise and adopt a list of authorized brokers authorized to engage in investment transactions. The list of authorized counter-parties is shown as Addendum B of this Policy and approved with Council adoption of this Policy.

Section Eleven: Policy Adoption and Revisions

The City Council will review the Policy not less than annually and adopt a resolution stating that the Policy and its incorporated strategies has been reviewed and including all changes to the Policy. This Policy may be amended only by action of the City Council.

The City Manager and Investment Oversight Committee are authorized to recommend revisions to the Policy to the City Council whenever such revisions are necessary and prudent due to changes in State Law, the needs of the City, or the economy and market opportunities. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

ADOPTED on this the __3rd__ day of _October, 2017.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content:

Tina Dierschke, Finance Director

Approved as to Form:

Theresa James, City Attorney

ADDENDUM A

By adoption of this Investment Policy, the following associations and organizations are approved for Investment Officer training.

- Texas Municipal League
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas

ADDENDUM B

Broker/Dealer List

The authorized list for City of San Angelo is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy. In accordance with the Public Funds Investment Act (TX Gov't Code 2256.005(k)) before any broker/dealer transacts business with the City it will have had to certify in writing to a review of the Policy and have certified that procedures are in place to assure compliance with that Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of brokers/dealers be approved annually by the City Council or Investment Oversight Committee established by the City Council. A standardized City certification form is used for certification purposes. The City's Investment Advisor, Patterson & Associates, maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy the new Policy is sent out for re-certification.

The brokers/dealers certified by the City are:

- Bank of America/Merrill Lynch
- Cantor Fitzgerald
- Morgan Stanley
- G.X. Clarke & Co.
- Mizuho Securities
- Piper Jaffray
- BOK Financial
- Raymond James
- Mutual Securities
- Stifel Nicolaus
- Wells Fargo

**A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL ON
ANNUAL REVIEW OF ITS LAKE NASWORTHY INVESTMENT POLICY
AND STRATEGIES, ADOPTING CERTAIN REVISIONS THERETO**

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment policy and strategies; and

WHEREAS, the Public Fund Investment Act [Section 2256.005(e)], requires the governing body to review and adopt that investment policy and strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the City Council has reviewed and adopts the City of San Angelo, Texas Lake Nasworthy Investment Policy and Strategies 2017, including amendments as follows:

<u>Section</u>	<u>Revision</u>
Ten	Removing policy certification requirements from brokers and banks in accordance with changes in the Act; Requiring that pools continue to provide the policy certification in accordance with changes in the Act; Requiring that brokers will still be provided the current investment policy, and any future changes to it.
Addendum B	Removing policy certification requirements from brokers and banks in accordance with changes in the Act.

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

The City in compliance with the requirements of the Public Funds Investment Act, hereby adopts the City of San Angelo, Texas Lake Nasworthy Investment Policy and Strategies 2017 as hereby amended and fully set forth in **Exhibit "A"** attached to this Resolution. Said Lake Nasworthy Investment Policy and Strategies 2017, shall become effective upon adoption of this Resolution.

PASSED, ADOPTED and APPROVED on this _3rd_ day of _October_, 2017.

ATTEST:

CITY OF SAN ANGELO, TEXAS

Bryan Kendrick, City Clerk

Brenda Gunter, Mayor

**CITY OF SAN ANGELO, TEXAS LAKE NASWORTHY INVESTMENT POLICY
AND STRATEGIES 2017**

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

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: October 3, 2017

Item type: Consent Item

Caption:

Consider authorizing the City Manager to reject the bids received for the RFB No. WU-08-17, Liquid Chlorine (A. Strube)

Summary/History:

WU-08-17 Liquid Chlorine was bid out for the annual purchase of liquid chlorine for the Water Treatment Plant (WTP). Liquid chlorine and ammonia are used to disinfect drinking water. When combined, these chemicals are used to provide both the initial disinfection of the water and residual disinfection throughout the distribution system.

Due to a recent required operational change, the WTP has had to adjust the injection point for liquid chlorine and ammonia. This change will increase the annual usage of liquid chlorine and ammonia necessary to disinfect the City's drinking water. Bids were being received for WU-08-17 when the change occurred. The two bids that were received based their pricing on 200 tons of liquid chlorine. The annual usage will need to be adjusted to approximately 300 tons annual usage.

Financial Impact:

Low bid for WU-08-17 (200 Tons Liquid Chlorine) would have been \$147,800 annually. The rebidding of this product will occur and the annual expenditure is budgeted within the Water Treatment Plant's operating budget.

Other Information/Recommendation:

Staff recommends rejecting the bids for RFB No. WU-08-17 and rebidding the product with quantities sufficient for the revised annual treatment of water supply.

Attachments:

1. Bid Tab WU-08-17 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****RFB Bid Tabulation * WU-08-17/Liquid Chlorine**

9/13/2017 at 2:00 p.m.

Description	Approximate Quantity	Brenntag		DPC Industries		Univar	
		Unit Price Per Pound	Extended Price	Unit Price Per Pound	Extended Price	Unit Price Per Pound	Extended Price
Liquid Chlorine	200 Tons (400,000 pounds)	\$ 0.4000	\$ 160,000.00	\$ 0.3695	\$ 147,800.00	No Bid	

Delivery Days	3 days ARO	5 - 7 days
Piggy Back	No	Yes
Cooperative	No	No
Payment Terms	Net 30	Net 30
Payment Discount	0%	0%

Mailed to:	City	State	Notes
1 DPC Industries	Sweetwater	TX	
2 Brenntag Southwest Inc	Lancaster	TX	
3 Harcross Chemicals Inc	Dallas	TX	
4 OxyChem	The Woodlands	TX	

NOTE: Include this form with your Agenda Memo

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

Meeting Date: October 3, 2017

Item type: Consent Item

Caption:

Consider ratifying COSADC's approval of Amendment No. 1 of the COSADC - SBDC lease agreement effective September 1, 2016 for office space in the Business Resource Center, adjusting Annual Rent to \$13,493, commencing September 1, 2017 through August 31, 2019 and authorizing the Board President to execute amendment (R.Peña)

Summary/History:

This new amendment for the ASU-SBDC lease is effective September 1, 2017 at an annual rate of \$13,493. While the current ASU-SBDC Lease allows for annual rate adjustments, the new proposed lease rate will remain through August 31, 2019. On expiration of the twenty-four month lease the Annual Rent reverts back to the original amount of \$22,488 or it may be adjusted after August 31, 2019, in accordance with the original lease agreement. The parties may negotiate an adjustment to the Annual Rent at that time upon advance notification by either party as required by the agreement. At that time, the Lease may be renewed through August 31, 2020. The reduction comes at the request of Angelo State University and the ASU-Small Business Development Center as a result of funding cuts. The reduction of 40% along with negotiations between organization staff was suggested by the COSADC Board at its August regular meeting. The Angelo State University (ASU) Small Business Development Center (SBDC) originally leased office space in the Business Resource Center (BRC) in December 2012 ending August 31, 2013 at which time a new lease was executed, the terms of which allowed for annual renewal through August 2016 at an annual rate of \$19,988.00. The new rate of \$22,488.00 was approved by the COSADC Board after the lease amount remained fixed for 4 years while operating and maintenance costs increased per year necessitating the lease amount and arrived only after negotiated agreement between staff of both organizations.

Financial Impact:

The reduction in the lease reduces the expected revenues by \$8,995.

Other Information/Recommendation:

The attachment contains accurate lease space and the additional training space utilized by ASU-SBDC who is the primary user of the training room in accordance with the COSADC, CVCED and SBDC MOU. The SBDC also utilizes common area as the COSADC and CVCED. COSADC has since inception worked in partnership with ASU and the SBDC including the CVCED. In fact, it has provided funding support to the CVCED including the purchase of a building in the amount of \$277,00 for an incubator on West Beauregard and equipping the incubator with furniture and technology. Later the COSADC purchased and renovated the Coca Cola building now called the BRC where the incubator has moved to. Total capital investment incurred in the renovation was \$2.1 M. COSADC upon agreement with CVCED also transitioned staff to become COSADC staff including the funding of interns for the CVCED. CVCED through the agreement continued to be responsible for conducting the Business Plan Competition, of which the SBDC coordinates and takes the lead in. In addition, COSADC has provided the funding for the Business Plan Competition each year that it has been held. COSADC and SBDC have had a long standing partnership with the CVCED and at the BRC, where COSADC also provides referrals to the SBDC. COSADC and the ASU-SBDC enjoy a good working relationship and continue to have mutual benefits. Staff recommends approval.

Attachments:

1. ASU-SBDC Lease Amendment 17-XXX_COSADC_ASU_BRC_LSE_AMEND-1_DTS_REVISED.docx

Presentation:

Approvals/Reviews:

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

LEASE**ANGELO STATE UNIVERSITY****AMENDMENT****SAN ANGELO, TEXAS**

LEASED PREMISES: Business Resource Center
69 North Chadbourne St.
San Angelo, TX 76903-5848
Suites 110.0 – 110.10

AMENDMENT NO: 1

DATE: September 1, 2017

LESSOR: City of San Angelo
Development Corporation
69 North Chadbourne St.
San Angelo, Texas 76903

ACCOUNT NUMBER(S): TBD

The **original Lease Agreement** that commenced on September 1, 2016, and renews annually at an Annual rent of \$22,488 is hereby amended as follows: The lease shall be renewed and extended for an additional twenty-four (24) month period, commencing September 1, 2017, at an Annual rent of \$13,493, and may be renewed annually through August 31, 2020. While the lease allows for Annual Rent adjustments, the Annual Rent will remain at \$13,494 through August 31, 2019. The parties may negotiate an adjustment to the Annual Rent at that time upon advance notification by either party as required by the agreement. The annual rent may be adjusted after August 31, 2019, on expiration of this twenty-four month lease period. All other terms and conditions of the original Lease Agreement not contrary to the terms of this Amendment No. 1, shall remain in full force and effect.

This Lease Amendment is not valid until fully executed by the Lessee and Lessor.

City of San Angelo Development Corporation
69 North Chadbourne St.
San Angelo, Texas 76903

Dr. Brian May, President
Angelo State University
San Angelo, Texas

BY: _____
Edward Carrasco, President

BY: _____
Brian May, President

DATE: _____, 2017

DATE: _____, 2017

REVIEWED FOR FISCAL IMPLICATIONS

Angie Wright, Vice President of Finance
& Administration

DATE: _____

See attached supporting documents: **Exhibit A**

ASU SBDC BRC Lease Amendment

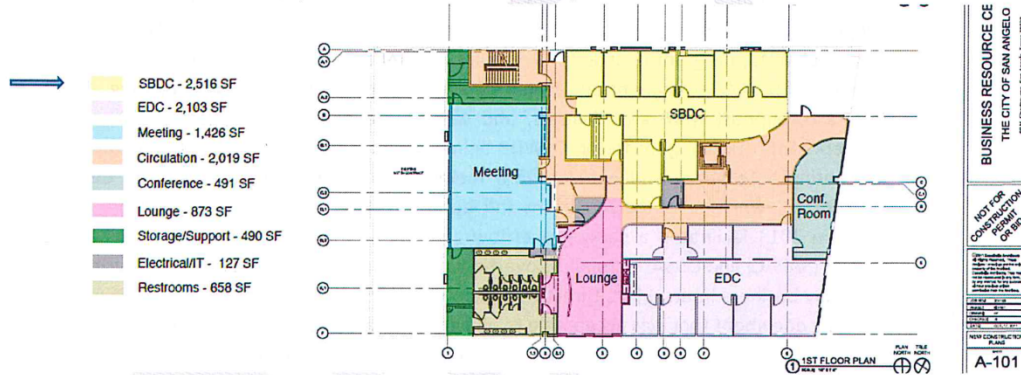
Exhibit A

1. Lease Rate Reduction

The ASU SBDC is requesting a 40% reduction in lease payment to \$13,493 from the original lease payment of \$22,488. The need for reduction is due to reduction in state grant funds, which combined with federal grant dollars, funds the SBDC program. All funds are passed through ASU. The SBDC is a department in the College of Business. ASU has management oversight of the SBDC program and provides administration, IT, & maintenance support. ASU also provides two graduate assistants each year. The grad assistants are integral to the operation of the SBDC and to some degree the BRC.

2. Accurate Lease Space

The SBDC Suite 110 lease space is 2524 square feet, which includes spaces 110 through 110.10. These spaces were recently measured by SBDC personnel. These measurements reflect the building architect's (Casa Bella) space measurement of 2516 square feet.



3. Additional Use of Space

The SBDC is the primary user of the BRC Training room (1,426 square feet) on average twice a week, usually in the evening, for 3 hours each time. The space is used for SBDC business training seminars, which complement its business advising services. No other space in the BRC is used by the SBDC, with the exception of common areas such as lounge area, restrooms, and circulation areas. See 4.2 and 4.4 below for SBDC benefits to the BRC Training room.

4. Recognition of SBDC Benefits to the BRC

1. SBDC was the creator of the BRC concept in September of 2007.
2. SBDC provides room setup & general cleaning services for the BRC Training Room, which has an occupancy of 48 people. The SBDC, through the ASU IT department, maintains and upgrades the A/V equipment and laptops. It regularly cleans furniture and floors in the BRC Training room before all events. The SBDC provides setup, IT and A/V assistance, and to all outside entities using the room.

ASU SBDC BRC Lease Amendment

Exhibit A

3. SBDC wrote and received a \$25,000 grant (from the West Texas Center for Innovation and Commercialization) to pay for minor expenses during the development phase of the BRC concept.
4. The ASU Information Technology (ASU IT) department worked with City of San Angelo (COSA) IT department in planning and developing the IT structure for the BRC building. SBDC and ASU IT paid for network drops at a cost of nearly \$5000 in the SBDC suite and BRC Training Room. Wi-Fi devices were installed by ASU IT in the BRC training room.
5. SBDC created the idea of seeking a grant for the Audio/Visual setup, 24 laptops, and furniture for the BRC Training Room and the BRC Conference Room. SBDC identified the San Angelo Health Foundation (SAHF) as a grant source and had exploratory conversations with Executive Director Tom Early. SBDC performed the much of the work on the grant, including paying for a temporary employee to assist the SBDC in researching and gathering information for the grant, including the expected benefits from the BRC, and the history of its development, and put it in a draft form following the SAHF grant outline. The grant proposal was 75% complete before it was given to Concho Valley Workforce Development Board (CVWDB) (as grant recipient) to be completed and sent to SAHF. SBDC work included specifying the A/V equipment and furniture, receiving three bids for each, securing all the letters of support from area leaders, and writing the benefits and history of the BRC concept. Appreciation goes to the CVWDB being the grant recipient, finishing the grant and presenting it to SAHF, and working with them on the award. In fall 2013, the CVWDB transferred ownership of the 24 laptops and laptop cart to ASU.
6. SBDC in 2013 facilitated a parking overflow agreement with San Angelo Performing Arts Center (SAPAC) and COSADC, to allow overflow parking in SAPAC's lot for the BRC during the weekday business hours. SBDC Director worked with COSA legal department and COSADC to create a document that was acceptable to all parties. The agreement is still in effect.
7. The SBDC staff has been and continues to be a key funnel of clients to the COSADC Business Factory (business incubator) program located upstairs in the BRC. Many of them are SBDC clients. The SBDC presence in the facility provides responsive and highly beneficial technical business advising and training services to these businesses. The SBDC director has served on the CVCED/Business Factory Board of Directors since the SBDC started and operated the business incubator in 2004.
8. SBDC professional staff assists COSADC with identifying issues with the facility, and takes care of some minor facility repair issues on its own. On many occasions the SBDC staff assists building occupants with software, printing, mailing, binding, & greets those entering the building.
9. The San Angelo Business Plan Competition is coordinated by SBDC, ASU COB, The Business Factory, with award funds coming from COSADC. It was brought back by the SBDC in 2016 from hibernation in 2009. The SBDC is the lead coordinator for the competition. The SBDC created the initial San Angelo Business Plan Competition in 2004 when it started and operated the CVCED Business incubator for 18 months, alongside its SBDC operation. The SBDC led the successful 2017 Business Plan Competition and is in planning for the 2018 competition.

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

Meeting Date: October 3, 2017

Item type: Regular Item

Caption:

Consider ratifying COSADC's resolution approving a project in support of the City Council and the expenditure of promotional campaign to expand the Air Service Marketing Initiative and advertise the City of San Angelo for the purpose of developing new and expanded business enterprises and authorize the President to negotiate and execute a performance agreement in the amount of up to and not to exceed \$60,000 with McLaughlin Advertising (R.Peña)

Summary/History:

This item consists of a year long public awareness campaign to promote the City of San Angelo and its air service benefits in an effort to yield the development of new and expanded business enterprises. The campaign initiative is a result of a new Task Force (Air Service Working Group-ASWG) created by the San Angelo City Council. This group is comprised of several stakeholders: San Angelo City Council members, the Mayor, representatives of the Airport Advisory Board, San Angelo Chamber of Commerce, COSADC Board, and local business leaders. COSADC Board President Edward Carrasco serves on the ASWG and has been actively involved. The group is facilitated by City staff. In addition, the ASWG has worked with Edward Shelswell-White, an airline consultant experienced with airports our size from the airlines perspective and as an advisor to municipalities and their airports. The campaign is expected to create positive perceptions about doing business in San Angelo and the attributes of such which include flying from the San Angelo Regional Airport at Mathis Field. The ASWG was formed by the City Council in response to the announcement of American Airlines decision to cut the number of flights departing San Angelo. Stephen McLaughlin of McLaughlin Advertising serves in an advisory capacity as the City of San Angelo marketing and public relations agent.

The group has studied the economic impact of our air service and gained a grasp of the current status of air service, economic position, the potential to increase demand, and the risk in relation to losing air service altogether.

Financial Impact:

Up to and not to exceed \$60,000. It will require a budget amendment to fund the project.

Other Information/Recommendation:

Attached is the Air Service Marketing Initiative Resolution.

Attachments:

- | | | |
|----|---|-------------------------------------|
| 1. | Air Service Marketing Initiative Resolution | COSADC_AIRPORT_McLaughlin_RESO.docx |
|----|---|-------------------------------------|

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved

Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS, AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE A PERFORMANCE AGREEMENT WITH MCLAUGHLIN ADVERTISING PROVIDING FUNDING NOT TO EXCEED \$63,000 FOR A PROJECT FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS AS AUTHORIZED UNDER THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 505.

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

WHEREAS, the City of San Angelo, San Angelo Regional Airport—Mathis Field, is in need of professional air service marketing services for the promotion and development of new or expanded business enterprises that create or retain primary jobs (the “Services”) which will be conducive to ensuring the continued economic development and growth of the City; and,

WHEREAS, the City of San Angelo Development Corporation desires to contract with Stephen McLaughlin, dba McLaughlin Advertising. for the Services subject to the terms and conditions to be set forth in a performance agreement between COSADC and McLaughlin Advertising, and

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

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

The City of San Angelo Development Corporation Board of Directors offers this Resolution: in support of City Council approval of a Project funding airport marketing services to be provided by the McLaughlin Advertising under a performance agreement., in an amount not to exceed \$63,000, for the promotion and development of new or expanded business enterprises that create or retain primary jobs; recommends City Council approval of the project; directs and authorizes the Board President to negotiate and execute an economic development performance agreement with Stephen McLaughlin, dba McLaughlin Advertising at San Angelo for up to the authorized funding of the Project; and directs that notice of the Project be published and a public hearing be held pursuant to statutory requirements.

PASSED, APPROVED, and ADOPTED on this the 20th day of September, 2017.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Edward Carasco, President

By: _____
Bryan Kendrick, Corporate Secretary

APPROVED FOR CONTENT

Roland Peña, Director of Economic Development

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

APPROVED FOR CONTENT

Luis Elguezabal, Airport Director

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

Meeting Date: October 3, 2017

Item type: Regular Item

Caption:

Consider ratifying COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$100,000, for a project that entails acquisition from the City of San Angelo of a 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, and a Development Agreement with the city pursuant to which the property will be improved for resale and commercial development as permitted under Chapter 505 of the Texas Development Corporation Act to promote and develop a new or expanded business enterprises that create or retain primary jobs, or that provide facilities that enhance Convention Purposes and Tourism (R.Peña)

Summary/History:

The resolution authorizes the Board determination of a project for the purchase of city land and the expenditures to acquire the land. \$25,000 for the property and up to \$75,000 in expected acquisition costs. The COSADC Board authorized staff to respond to the RFP: RE-03-17 for the purposes mentioned in the caption (improve for resale and commercial development). The City Council approved the proposal and award to COSADC on August 15. Since this time, we have been negotiating terms the result of which is substantially in the form attached.

Financial Impact:

\$100,000 (\$25,000 for purchase of land and \$75,000 for environmental studies, surveying, and geotechnical and closing costs)

Other Information/Recommendation:

Resolution attached. Staff recommends approval.

Attachments:

- | | | |
|----|--------------------|--|
| 1. | Resolution | 17-515A_COSADC_HILLSIDE_PROJECT_RESO.docx |
| 2. | Purchase Agreement | 17-515_COSADC_CITY_HILLSIDE_RE_SALES_K(DR2).docx |

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Bryan Kendrick

Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$100,000, FOR A PROJECT THAT ENTAILS ACQUISITION FROM THE CITY OF SAN ANGELO OF A 17.58 ACRE PARCEL OF REAL PROPERTY FRONTING ON HOUSTON HARTE EXPRESSWAY, WITHIN AN AREA BOUNDED BY SOUTHWEST BOULEVARD, SHERWOOD WAY AND SUNSET DRIVE, AND A DEVELOPMENT AGREEMENT WITH THE CITY PURSUANT TO WHICH THE PROPERTY WILL BE IMPROVED FOR RESALE AND COMMERCIAL DEVELOPMENT AS PERMITTED UNDER CHAPTER 505 OF THE TEXAS DEVELOPMENT CORPORATION ACT TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS, OR THAT PROVIDE FACILITIES THAT ENHANCE CONVENTION PURPOSES AND TOURISM.

WHEREAS, The voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for continued economic development projects authorized under Section 4B of the Development Corporation Act, which includes authority for the expenditure of not more than ten percent of corporate revenues for promotional purposes; and,

WHEREAS, COSADC is a section 4B development corporation authorized to utilize sales and use tax funds to promote or develop new or expanded business enterprises that create or retain primary jobs; and,

WHEREAS, the City of San Angelo published RFP No. RE-03-17 for proposals for the commercial development of a 17.58 acre parcel of vacant real property fronting on the Houston Harte Express Way, in the heart of the primary growth direction of the City of San Angelo, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive; and,

WHEREAS, COSADC has proposed a project that entails acquisition from the City of the property for \$25,000, and for completion of environmental studies, geotechnical investigations, survey and related services necessary to market the property for commercial development to prospective high growth, high skilled, higher paying industry sector businesses that create or retain primary jobs; and,

WHEREAS, the Board has determined that the project will promote or develop new or expanded business enterprises that create or retain primary jobs or that provide facilities that enhance convention purposes and tourism ; and,

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

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

The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds for the acquisition by COSADC of 17.58 acres of vacant land from the City of San Angelo, RFP No. RE-03-17, for a purchase price of \$25,000; authorizing the Director of Economic Development to negotiate terms and conditions of a Real Estate Sales Contract and a Development

Agreement with the City in a form approved by the City Attorney's Office, inclusive of costs related to inspection and testing of the property, due diligence, survey and closing costs, plus completion of environmental studies, geotechnical investigations, survey and related services necessary to market the property for commercial development to prospective businesses that create primary jobs, in a total sum not to exceed \$100,000; authorizing the Board President, to execute said agreements and related documents; directing that notice of the Project be published and a public hearing be held pursuant to statutory requirements; recommending to City Council ratification of the Real Estate Sales Contract and Development Agreement; and, authorizing the Economic Development Department of the City together with COSADC to market the property for commercial development by business entities that create or retain primary jobs as herein provided.

PASSED, APPROVED, and ADOPTED on this the 23rd day of August, 2017.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____
Edward Carrasco, President

ATTEST:

By: _____
Bryan Kendrick, Corporate Secretary

Real Estate Sales Contract

This Agreement to buy and sell real property (Agreement) is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as Parties to this Agreement and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Agreement to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller(s): CITY OF SAN ANGELO, a Texas home rule municipal corporation
Address: 72 W. College Ave., San Angelo, Tom Green County, Texas 76903
Phone: (325) 657-4407 Fax: (325) 481-2695
Email: cynthia.preas@cosatx.us

Buyer: CITY OF SAN ANGELO DEVELOPMENT CORPORATION
Address: 69 North Chadbourne, San Angelo, Tom Green County, Texas 76903
Phone: (325) 657-4407
Email: Roland.pena@cosatx.us

Buyer's Attorney: Dan Saluri, Deputy City Attorney
72 West College – San Angelo, Texas 76903_____

Buyer's Broker: _____ None _____

Property: The surface estate only in Lot 9-A, Block 2, Section 9-A, RED ARROYO HILLS ADDITION, City of San Angelo, Tom Green County, Texas, according to the map or plat recorded in Plat Cabinet G, Slide 39, Plat Records, Tom Green County, Texas, commonly known as 4751 Houston Harte Expressway, (referred to in this Contract as the "Property"), together with all and singular the rights and appurtenances pertaining to the property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below, provided however, this conveyance shall not include any improvements to the property but the land only.

Title Company: First Title Company
Address: 4 S. Koenigheim, San Angelo, TX 76903

Phone: (325) 653-1421

Purchase Price: \$ 25,000

Cash portion: \$ _25,000

Additional Consideration:

1. Seller and Buyer agree upon the sale of Property to an undisclosed 3rd party, Buyer shall split equally with Seller sale proceeds in excess of the sum of \$25,000 plus the cost of the environmental studies, remedial costs estimates, geotechnical investigations and surveys estimated at \$55,000.
2. Buyer's execution of Development Agreement with Seller, a copy of which is attached hereto as **Exhibit "D"**, and made a part hereof for all purposes.

Earnest Money: \$5,000

Surveyor: SKG Engineering, LLC or another registered professional land surveyor licensed by the Texas Board of Professional Land Surveying selected by Buyer

Survey Category: Buyer shall secure a new Survey at Buyer's expense, a copy of which shall be provided to Seller

County for Performance: Tom Green County

A-1 Deadlines For Performance and Other Dates

All deadlines for performance required in this Agreement expire at 5:00 p.m. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence for performance of the terms of this Agreement.

1. Earnest Money Deadline: Three (3) days after execution by Seller.
2. Delivery of Title Commitment and copies of restrictive covenants and all recorded documents referred to in Title Commitment: Sixty (60) days after Effective Date.
3. Delivery of Title Objections: sixty (60) days after delivery of Title Commitment.
4. Delivery of Sellers Cure Notice: thirty (30) days after delivery of Buyers Title Objections
5. Buyers notice of acceptance of Sellers Cure Notice or Notice of Termination of Contract: earlier of Seven (7) days after: (a) deadline for Seller to provide

Cure Notice or (b) delivery of Seller's Cure Notice not agreeing to cure all the Title Objections

6. Inspection Period: commences on the Effective Date and expires two hundred forty (240) days after the Effective Date.
7. Closing Date shall be the earlier of: sixty (60) days after the termination of the Inspection Period and any extensions; or, upon thirty (30) days prior written notice from Buyer.

A-2 Extension of Inspection period and Closing

Buyer and seller may elect to extend the Inspection Period for two (2) sixty (60) days periods. Buyer shall provide written notice to Seller of its intent to exercise the Extension five (5) days prior to the end of Inspection Period or any Extensions. Upon the exercise of the extension, Buyer shall provide Title Company with a copy of the written extension and an additional \$10,000 in Escrow. The additional Escrow shall be applied to the Purchase Price.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - a. Special Warranty Deed: (1) with reservation of all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property, with the provision that Seller shall not extract any oil, gas, or other minerals by open pit strip mining, or other surface removal methods except as may be done from adjacent property; and (2) excepting from this conveyance all of the groundwater from said Property, and expressly reserving unto Grantor and Grantor's successors and assigns forever all of the water rights associated with the Property, including the exclusive right of drilling, producing, saving, storing, transporting, selling, leasing and owning groundwater from the Property with the provision that Seller shall not extract any water by surface removal methods except as may be done from adjacent property. The foregoing reservation does not include a right to enter upon or use the surface of the Property, and Seller shall not disturb the surface of the Property or any improvements constructed thereon by Buyer, cause subsidence or impact the structural integrity, or interfere with the use of, the Property or any improvements constructed thereon by Buyer.
 - b. IRS Non-foreign person affidavit
 - c. Evidence of Seller's authority to close this transaction
 - d. Such other documents (including a closing statement) as may be reasonably required to close this transaction and to permit the Title

Company to issue the Owner's Title Policy.

2. At closing, Buyer will deliver the following items:
 - a. Balance of Purchase Price
 - b. Evidence of Buyer's authority to close this transaction

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following are attached to and are a part of this Agreement:

Exhibit A—Representations;

Exhibit B—Notices, Statements, and Certificates;

Exhibit C – Seller's Records;

Exhibit D – Development Agreement

Exhibit E – Form of Warranty deed with exception to and reservations from conveyance

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer subject to the terms and conditions herein and the reservations and exceptions to conveyance in the Special Warranty Deed, and Buyer agrees to purchase the Property for the Purchase Price provided for herein.

E. Interest on Earnest Money

All earnest money required under this Agreement shall be deposited with Title Company. Title Company shall be required to invest the Earnest Money in an interest-bearing account for the benefit of Buyer. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money, including the Option Consideration, shall be applied to the Purchase Price to be paid by Buyer at closing. In the event of default hereunder by Buyer, the Earnest Money shall be applied as provided under part "M" paragraph 2. "Buyer's Default." In the event this Agreement is terminated by Buyer in accordance with the terms hereof, the Earnest Money shall be returned to Buyer.

F. Survey

Buyer, at Buyer's option and expense, may commission a survey of the Property if Buyer determines such is necessary or desirable. Buyer's notice to seller of objections to matters relating to the survey, if any, shall be made in the same manner and are due at the same time as Buyer's notice of title objections under Section A, "Deadlines for Performance and Other Dates."

G. Title

1. *Review of Title.* Pursuant to the requirements of the Texas Real Estate License Act (Tex. Oc. Code Sec. 1101.555), Buyer is advised that Buyer should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Agreement. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Buyer, and Title Company to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. Seller's Delivery of Title Commitment and Survey.

- a. Within ten (10) days after the date of this Agreement, Seller shall furnish Buyer a copy of the most recent owner's policy of title insurance (or, if Seller has no such owner's policy of title insurance, the most recent title commitment) for the Property in Seller's possession.
- b. Within ten (10) days after the date of this Agreement, Seller shall furnish Buyer a copy of the most recent survey, if any, and copy of the recorded plat of the Premises in Seller's possession. Prior to sixty (60) days before close of the Inspection Period, Buyer, at Buyer's expense, shall obtain a Survey of the Property certified and acceptable to Buyer, Buyer's lender (if any) and Title Company, and provide a copy of the meets and bounds description and survey prepared by the Surveyor to Seller

c. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A-1,2

5. *Title Objections.* Buyer has until the deadline stated in section A-1.3. ("Title Objection Deadline") to review the Title Commitment, Survey, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has seven (7) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within seven (7) days after the deadline for the

giving of Seller's Cure Notice, notify Seller that either this Agreement is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and cure the Title Objections that Seller has agreed to cure.

H. Inspection Period

1. *Review of Seller's Records.* Seller shall deliver to Buyer copies of Seller's records specified in **Exhibit C**, or otherwise make those records available for Buyer's review, by the deadline stated in Section A.

2. *Entry on to the Property.* Seller agrees that Buyer and Buyer's employees, agents, representatives, contractors, architects, engineers and consultants shall have the right and license to enter upon the Property from the Effective Date of this Contract until the close of the Inspection Period (as such Inspection period may be extended), for the sole purpose of: (a) conducting any tests, surveys, environmental studies, investigations or analyses as Buyer deems appropriate on the following conditions:

- a. In advance of entry upon the Property, Buyer, and Buyer's agents, representatives, contractors, architects, engineers or consultants, as applicable, must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are currently required by Seller and City of San Angelo Office of Risk Management;
- b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the test;
- c. If the Property is physically altered because of Buyer's inspections, and Buyer fails to close the purchase of the Property, Buyer must return the Property to its pre-inspection condition promptly after the termination of this Contract (This provision shall survive termination of the Contract and closing);
- d. Buyer must deliver to Seller copies of all inspection reports, other than those subject to the attorney-client privilege or confidentiality requirements or reports containing economic analysis relating to the Property, that Buyer prepares or receives from third parties, consultants or contractors within the earlier of three (3) days after their receipt or preparation (this provision shall survive termination of this Contract and closing); and
- e. Buyer must abide by any other reasonable entry rules imposed by Seller and provided in advance to Buyer.

3. *Environmental Assessment.* Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

4. **INDEMNITY.** BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, FINES, CAUSES-OF-ACTION, DEFICIENCIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER LITIGATION EXPENSES) (COLLECTIVELY, "LOSSES") SUFFERED OR INCURRED BY SELLER SOLELY AS A RESULT OF THE ENTRY UPON THE PROPERTY BY BUYER OR BUYER'S EMPLOYEES, AGENTS OR CONTRACTORS, AS PERMITTED BY SELLER PURSUANT TO THE PROVISIONS OF THIS CONTRACT, EXCEPT THOSE LOSSES ARISING OUT OF THE ACTS OR OMISSIONS OF SELLER AND THOSE FOR THE REPAIR OR REMEDIATION OF EXISTING CONDITIONS DISCOVERED BY BUYER'S INSPECTION. THE OBLIGATIONS OF BUYER UNDER THIS PROVISION WILL SURVIVE TERMINATION OF THIS CONTRACT AND CLOSING.

5. *Buyer's Right to Terminate* Buyer may terminate this Agreement for any reason by delivering notice of termination to Seller before the end of the Inspection Period (as such Inspection Period may be extended). If Buyer does not deliver notice to Seller of Buyer's termination of the Agreement before the end of the Inspection Period (as such Inspection Period may be extended), Buyer waives the right to terminate this Agreement pursuant to this provision..

6. *Buyer's Release of Seller.* Buyer hereby releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, except for any claims arising out of the negligence or willful misconduct of Seller or any person acting on Seller's behalf. The obligations of Buyer under this provision will survive termination of this Contract and closing.

I. Representations

The representations from Seller to Buyer set forth in Exhibit A, attached hereto and made a part hereof for all purposes, are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

J. Condition of the Property until Closing; Cooperation;

1. *Maintenance* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage beyond Seller's control; (b) operate the Property in the

same manner as it was operated on the Effective Date; and (c) comply with all agreements and governmental regulations affecting the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract in the event of any casualty damage to the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty damage (provided that the Closing Date will be extended as necessary to give Buyer fifteen (15) days to respond). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, and (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property. If Seller has not insured the Property and buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the reasonable cost to repair the casualty damage. If Buyer elects to terminate this contract, the Parties shall have no further right or obligation hereunder, except as otherwise provided in this Contract and the Earnest Money shall be returned to Buyer.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Agreement if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (provided that the Closing Date will be extended as necessary to give Buyer fifteen (15) days to respond). If Buyer does not terminate this Agreement, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion, and (d) no change in the Purchase Price will be made. If Buyer elects to terminate this Agreement, the Parties shall have no further right or obligation hereunder, except as otherwise provided in this Agreement, and the Earnest Money shall be distributed to the parties as provided at part "E" entitled "Deposit and Interest on Earnest Money".

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing, (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by,

for, or at the request of Buyer. , and (c) before and after closing, to grant any easements across land owned by Seller that is adjacent to the Property reasonably required for most economical right-of-way for utility service.

6. DISCLAIMER OF WARRANTIES. THIS CONTRACT IS AN ARM'S—LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS” TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN AND BUYER'S AGENT(S) INSPECTIONS AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. SUBJECT TO THE FOREGOING REPRESENTATIONS AND WARRANTIES, THE PROPERTY WILL BE CONVEYED TO BUYER IN AN “AS IS, WHERE IS” CONDITION, WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN. ALL WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE CLOSING DOCUMENTS AND ANY WARRANTIES CONTAINED HEREIN, ARE DISCLAIMED.

BUYER ACKNOWLEDGES THAT ALL INFORMATION OBTAINED BY BUYER WAS OBTAINED FROM A VARIETY OF SOURCES, AND, EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS AND WARRANTIES AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN SELLER'S CLOSING DOCUMENTS, SELLER HAS NOT MADE, AND SHALL NOT BE DEEMED TO HAVE REPRESENTED OR WARRANTED THE COMPLETENESS, TRUTH OR ACCURACY OF ANY OF THE SUBMISSION DOCUMENTS OR OTHER SUCH INFORMATION HERETOFORE OR HEREAFTER FURNISHED TO BUYER. EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS, WARRANTIES AND COVENANTS AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN SELLER'S CLOSING DOCUMENTS, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION, WARRANTY OR COVENANT OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES. BUYER HEREBY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR COVENANTS HAVE BEEN MADE. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE, AND THAT EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS, WARRANTIES AND COVENANTS AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT AND SELLER'S CLOSING DOCUMENTS, BUYER IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN PURCHASING THE PROPERTY. AS OF CLOSING, BUYER WILL HAVE BEEN GIVEN A SUFFICIENT OPPORTUNITY HEREIN TO CONDUCT AND WILL HAVE CONDUCTED SUCH

INSPECTIONS, INVESTIGATIONS AND OTHER INDEPENDENT EXAMINATION OF THE PROPERTY AND RELATED MATTERS AS BUYER DEEMS NECESSARY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME AND NOT UPON ANY STATEMENTS OF SELLER (EXCLUDING THE LIMITED MATTERS AS MAY BE REPRESENTED BY SELLER IN THIS AGREEMENT) NOR OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ATTORNEY OF SELLER.

K. Termination

1. *Disposition of Earnest Money after Termination*

- a. *To Buyer.* If Buyer terminates this Agreement in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to pay and deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this Agreement in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Agreement is terminated, Buyer shall promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Agreement or that expressly survive termination of this Agreement.

L. Closing

1. *Closing.* This transaction will close at Title Company's offices on or before the Closing Date. At closing, the following will occur:

- a. *Closing Documents; Title Company Documents.* The Parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Agreement to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be

instructed to disburse the Purchase Price and other funds in accordance with this Agreement, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions.

- d. *Delivery of Seller's Records.* Seller will deliver to Buyer the originals or certified copies of Seller's Records specified in **Exhibit C**.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the terms of this Agreement, Permitted Exceptions existing at closing and any liens and security interests created at closing to secure financing for the Purchase Price.

2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to obtain certificates or reports of ad valorem taxes; and any costs expressly required to be paid by Seller in this Agreement; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this Agreement; and Buyer's attorney's fees and expenses.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to Section 23.55 thereof entitled "Change of Use of Land", and Buyer's use of the Property results in the assessment of

additional taxes for periods before closing, Buyer will pay the additional taxes.

- d. *Post closing adjustment.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make post closing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- e. *Buyer's Brokers Commissions.* SUBJECT TO SECTION 0.70 HEREOF, BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, AND COURT AND OTHER COSTS ARISING OUT OF A CLAIM BY ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER THE BUYER FOR A BROKER'S OR FINDER'S FEE OR COMMISSION BECAUSE OF THIS TRANSACTION OR THIS AGREEMENT, WHETHER THE CLAIMANT IS DISCLOSED TO THE SELLER OR NOT. AT CLOSING, BUYER WILL PROVIDE SELLER WITH A RELEASE OF BROKER'S OR APPRAISER'S LIENS FROM ALL BROKERS OR APPRAISERS FOR WHICH BUYER WAS RESPONSIBLE.

3. *Issuance of Title Policy.* Seller will cooperate with the Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

4. *Buyer's Closing Conditions.* Buyer's obligation to close the purchase of the

M. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Agreement and fails to cure such default after notice as herein provided Buyer may elect to terminate this Agreement by giving notice to Seller on or before the Closing Date and have that portion of the Earnest Money to which Buyer would be entitled under K. Termination 1.a. returned to Buyer.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Agreement and fails to cure such default after receiving notice as herein provided ("Buyer's Default"), Seller may terminate this Agreement by giving notice to Buyer on or before the Closing date and have all of the Earnest Money including Option Consideration, if any, disbursed by Title Company to Seller. Seller may terminate this Agreement by giving notice to Buyer on or before the Closing Date and have the Earnest Money paid to Seller.

3. *Liquidated Damages.* The Parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

4. *Attorney's Fees.* If either party employs an attorney, including an attorney who is a regular employee of Buyer, to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

N. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) on the third day after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

2. *Entire Contract.* This Agreement, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the Parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Agreement.

3. *Amendment.* This Agreement may be amended only by an instrument in writing signed by the Parties.

4. *Assignment.* Buyer's rights under this Agreement are expressly assignable without the consent of Seller, effective upon fourteen (14) days written, advance notice of Buyer's intent to assign this Agreement. Buyer shall provide Seller with an executed copy of any such assignment within ten (10) days of the effective date. Such assignment shall not discharge Buyer from liability for default in performance by an Assignee of Buyer's obligations under this Agreement.

5. *Survival.* The obligations of this Agreement that cannot be performed before termination of this Agreement or before closing will survive termination of this Agreement or closing, including but not limited to the provisions of: Part H subpart 4.; Part J. subpart 5, 6.; Part K.; Part L., 2., 3.; and Part M. The legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Tom Green County.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Agreement.

9. *Severability.* The provisions of this Agreement are severable. If a court of

competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The terms of this Agreement are the result of negotiation between the Parties. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

11. *No Special Relationship.* The Parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

13. *Binding Effect.* This Agreement binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

14. *Subject to Approval of City Council and COSADC Board.* The binding effect of this Agreement on Seller and Buyer is subject to approval of the City Council for the City of San Angelo and the COSADC Board.

BUYER:

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: _____

SELLER:

CITY OF SAN ANGELO

By: _____

ATTEST:

Daniel Valenzuela, City Manager

Bryan Kendrick, City Clerk

Approved as to Form:

Approved as to Content:

Dan T. Saluri, Deputy City Attorney

Cynthia Preas, Real Estate Manager

Title Company acknowledges receipt of Earnest a copy of this Agreement executed by both Buyer and Seller.

By: _____

Title: _____

Date: _____

Exhibit A Representations

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Agreement.

2. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

3. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

4. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property. Furthermore, Seller represents:

- a. that the Property is not subject to investigation by any governmental agencies under any laws pertaining to health, safety or the environment;
- b. that there are no pending lawsuits or administrative proceedings by third Parties or governmental agencies involving health, safety or environmental matters with respect to the Property;
- c. that to Seller's information and belief the uses and operations conducted on the Property have included incinerator and or landfill for disposal of solid waste, but have not involved other treatment, storage, or recycling of hazardous substances or solid wastes;
- d. Except as stated at subparagraph "c." above, to Seller's information and belief the Property has not been used for any other industrial or commercial operations involving hazardous substances or solid wastes;
- e. to Seller's information and belief that there are no aboveground or underground storage tanks on the Property;

5. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Agreement will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

6. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens (except for mechanic and materialman's liens for work done at request of Buyers in possession, if any) and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

7. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

[End of Exhibit A]

Exhibit B
Notices, Statements, and Certificates

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

[End of Exhibit B]

Exhibit C

Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in Section A:

Governmental

Governmental licenses, certificates, permits, and approvals; ad valorem tax statements for the current year and the last 2 years; notices of appraised value for the current year and the last 2 years; records of regulatory proceedings or violations (for example, condemnation, environmental); notices from the governing municipality

Land

Soil reports

Environmental reports

Water rights conveyances

Engineering reports

Prior surveys

Site plans

Any title report or title insurance or insurance commitment in possession of Seller

Any easements or rights-of-way benefitting or burdening the Land

Floor maps

Geotechnical reports

Topographical contour maps

Aerial photographs

Tax parcel maps

Wetlands studies

Leases and service contracts in effect with respect to the Property

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

Meeting Date: October 3, 2017

Item type: Regular Item

Caption:

Consider ratifying COSADC's resolution authorizing the execution of Task Order No.1 to RFQ ES-04-15 with SKG Engineering, LLC., in a sum not to exceed \$65,000, to perform professional engineering and surveying services for an Economic Development Project that entails acquisition from the City of San Angelo of a 17.58 acre parcel of Real Property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, for commercial development that requires survey, environmental studies and geotechnical investigations and related services (R.Peña)

Summary/History:

As part of the due diligence in the acquisition of the 17.58 acre parcel from the City of San Angelo, a series of environmental studies and survey will be required to be able to acquire the property. The studies will consist of an Environmental Phase 1 and Phase 2 site assessments (ESA), Remediation Cost Estimate, and Geotechnical Investigations. In April of 2015, the City of San Angelo issues an RFQ No. ES-04-15 for Professional Engineering and Surveying Services with the deadline submittal of July 7, 2015. SKG Engineering, LLC was deemed qualified for the provision of services. COSADC will take advantage of the RFQ to secure the services needed to move this project as efficiently and timely.

Financial Impact:

The amount is not budgeted and will require a budget amendment in the amount of \$65,000.

Other Information/Recommendation:

Attached is the Resolution and proposal Task Order, with SKG Proposal, SKG's Terms and Conditions and the Site Plan.

Attachments:

- | | | |
|----|------------|--|
| 1. | Resolution | 17-515_COSADC_SKG_HILLSIDE_TASK_ORD_NO_RESO.docx |
| 2. | Task Order | 17-515_COSADC_SKG_HILLSIDE_TASK_ORD_NO1_PDF.pdf |

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Bryan Kendrick

Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE PRESIDENT TO EXECUTE TASK ORDER NO. 1 TO RFQ ES-04-15 WITH SKG ENGINEERING, LLC, IN A SUM NOT TO EXCEED \$65,000, TO PERFORM PROFESSIONAL ENGINEERING AND SURVEYING SERVICES .FOR AN APPROVED ECONOMIC DEVELOPMENT PROJECT THAT ENTAILS ACQUISITION FROM THE CITY OF SAN ANGELO OF A 17.58 ACRE PARCEL OF REAL PROPERTY FRONTING ON HOUSTON HARTE EXPRESSWAY, WITHIN AN AREA BOUNDED BY SOUTHWEST BOULEVARD, SHERWOOD WAY AND SUNSET DRIVE, FOR COMMERCIAL DEVELOPMENT THAT REQUIRES SURVEY, ENVIRONMENTAL STUDIES AND GEOTECHNICAL INVESTIGATIONS AND RELATED SERVICES

WHEREAS, the City of San Angelo and SKG ENGINEERING, LLC (“SKG”) entered into a master agreement for professional surveying and engineering services, effective September 15, 2015, pursuant to RFQ ES-04-15 (“Master Agreement”); and,

WHEREAS the City of San Angelo Development Corporation (“COSADC”) and City of San Angelo (“City”) have entered into an Administrative Services Agreement, pursuant to which the City provides administrative services to COSADC, including services related to purchasing through the City’s Purchasing Division; and,

WHEREAS, the Board has approved the project for commercial development of 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, that requires survey, environmental studies and geotechnical investigations and related services; and,

WHEREAS, COSADC desires to retain the professional services of SKG under the Master Agreement, and SKG has provided COSADC with a proposal and fee schedule for such services;

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

The Board President is hereby authorized to execute Task Order No. 1 to the Master Agreement by and between the City of San Angelo and SKG Engineering, LLC, RFQ ES-04-15, for professional survey and engineering services related to commercial development of 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, that requires survey, environmental studies and geotechnical investigations and related services, in a sum not to exceed \$65,000.

PASSED and APPROVED THIS 27th DAY OF September, 2017.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

ATTEST:

Edward Carrasco, President

Bryan Kendrick, Corporate Secretary

APPROVED AS TO CONTENT:

Roland Peña, Director of
Economic Development

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City
Deputy City Attorney



TASK ORDER No. 1

Effective Date: September 27, 2017

RFQ NO.: RFQ No. ES-04-17

Contractor: SKG ENGINEERING, LLC.
Attention: Jason Clinton, P.E.
706 South Abe Street
San Angelo, Texas 76903
Phone: (325) 655-1288

Approving Director: Roland Peña. Director of Economic Development

Effective Date of Master Contract: September 15, 2015

Task Order Scope of Work (*Include references to attachments*): Exhibit "A" RFQ ES-04-17, SKG ENGINEERING, LLC letter proposal and fee schedule, dated September 13, 2017, "Revised Environmental, Engineering and Surveying Services Proposal".

Time of Completion: Professional Services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession. Approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the contract documents have been received and approved by City of San Angelo Risk Management Office. Contractor agrees that any extension of the Contract Time stated herein shall not be effective or of any force or effect until and unless in writing, signed by the above named Approving Director, or designee.

Task Order Contract Price: SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000).

Council Authorization Date (Task Orders of \$50,000 or more): October 3, 2017

Documents Incorporated Into and Made a Part of This Task Order (Attached): Exhibit "A" RFQ ES-04-17, SKG ENGINEERING, LLC letter proposal and fee schedule, dated September 13, 2017, "Revised Environmental, Engineering and Surveying Services Proposal".

Reaffirmation of Master Contract: This Task Order is an addendum to the Master Contract, and all contract provisions shall apply unless specifically exempted. The price and time designated in this Task Order are the maximums agreed to by COSADC and Contractor. This Task Order and any attached Exhibits and contract documents referred to herein are the entire agreement between Owner and Contractor with respect to this Task Order. Notwithstanding anything to the contrary herein, the cost of the change indicted on the face of this Task

Order is the entire amount of the change, and no backup documentation attached hereto may reserve the Contractor's right to increase the contract time or the cost of this change for extended overhead or general conditions or any other reason.

At time of execution of this Task Order, Contractor shall execute and provide to City/Owner the verified certification in a form provided by City in compliance with Chapter 2270 of the Texas Government Code and Subchapter "F" of Chapter 2252 of the Texas Government Code.

CONTRACTOR: SKG ENGINEERING, LLC .

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

BY: _____
Jason Clinton, P.E.

Edward Carrasco, Board President

EMAIL: jc@skge.com

DATE: _____, 2017

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Dan T. Saluri, Deputy City Attorney

Roland Peña. Director of Economic Development

Date: _____

Date: _____



September 13, 2017

Mr. Roland Pena
City of San Angelo Developmental Corporation
69 N. Chadbourne Street
San Angelo, Texas 76903

RE: Revised Environmental, Engineering and Surveying Services Proposal,
Phase I and Phase II Environmental Site Assessment (ESA) and
Remediation Cost Estimate, Geotechnical Investigation and Survey
Houston Harte Expressway,
San Angelo, Texas

Dear Mr. Pena,

I would like to thank you for the opportunity to provide you a proposal for services and fee estimates for the 17.58 acre tract in Tom Green County. The scope of environmental, engineering and surveying services we will provide are as described below.

We will conduct a Phase I Environmental Site Assessment for the site in conformance with the standards set forth in ASTM E 1527-13 to identify the likely presence of any hazardous substances or petroleum products on the property under conditions that indicate an existing release, past release, or a material threat of a release into structures on the property or into the ground, groundwater, or surface water of the property. Specifically excluded is any work associated with determining the nature and extent of any soil or groundwater contamination that presently exist on the site, or any services associated with the remediation of any soil or groundwater contamination that presently exist on the site. Specifically excluded in these services are consulting in regard to Recognized Environmental Conditions noted at the site. Consulting to address any REC's will be billed at our standard hourly rate. We can perform these services for an amount of \$3,200.

ASTM E 1527-13 describes certain responsibilities of the Client as the User of the Phase I ESA to collect and provide information to the environmental professional to help identify the possibility of recognized environmental conditions in connection with the property. Failure to provide the information on the User Questionnaire could result in a determination that all appropriate inquiry is not complete. Review of reasonably ascertainable recorded land title records and lien records to recognize environmental liens and AULs is particularly important to completion of the Phase I. In order for the User to be eligible for Liability Landowner Protections, the User must meet the requirements of 40 CFR 312.20 and 312.25, which requires a search for the existence of environmental liens and AULs that are filed or recorded against the

property. According to ASTM E 1527-13, this practice does not impose on the environmental professional the responsibility to undertake a review of recorded land title records and judicial records for environmental liens and AULs. The responsibility falls on the User. For an additional fee, SKG Engineering can conduct the search for environmental liens and AULs, as well as the chain of title. We will need the survey of the property, current property owner's name, and the legal description in its entirety for environmental lien and chain of title research. We can perform the environmental lien search for an additional cost of \$250, or the chain of title and environmental lien search for an additional \$495. We request you fill out the User Questionnaire and provide the records requested at the time of approving our services.

A Phase I ESA consists of research, site assessment, and reporting. The specifics regarding time of completion will be directly related to the type of property, and the User's ability to provide the needed documentation in a timely manner. If the property is closing on a set date, or the report is needed in a short amount of time, it is the User's responsibility to inform SKG Engineering of any and all time and date limitations to be imposed on this ESA.

This report will be designed for the User only; any reliance beyond the User will be at the User's own risk, even in the case that SKG Engineering provides a reliance letter. Reliance letters are not included in this scope of work. If reliance letters are needed, additional charges will incur. SKG will only provide a reliance letter to third parties with the User's expressed, written consent. This consent must be signed by the user, and must include a statement which states the User understands that they will be assuming all risk and liability of allowing third party reliance.

We will conduct a Phase II ESA for the site in conformance with the standards set forth in ASTM E 1903-11 to investigate site soils and produce a report of findings to the client. We would conduct soil sampling across the tract to obtain soil samples for analysis. We would conduct a maximum of 20 boreholes to a maximum depth of 10 feet. We would submit up to 20 samples to the laboratory for testing in regard to TPH (1005) and B-TEX, submit up to 20 samples for heavy metal analysis (TCLP (RCRA8 & TX4)). We would submit up to 5 samples for VOC's. We would provide a Phase II Environmental Site Assessment report defining the sampling locations, results of laboratory analysis, and conclusions about the site conditions. We can prepare the Phase II report for a fee of \$19,100. We could include a 20 year chain of title and environmental lien for an additional \$1,100. These services do not include providing a Reliance Letter for any loan applications, such as SBA Loans, or testing for Volatiles or Semi-volatiles. If additional laboratory tests are required to conclude the Phase II report, there will be an extra fee. Scheduling will begin upon receipt of the signed proposal.

We can also provide a Remediation Cost Estimate for the site based on the findings of the Phase II ESA for a fee of \$1,500.

We propose to conduct a geotechnical investigation to include 8 boreholes to a maximum depth of 20 feet and 8 boreholes to a maximum of 25' within the building area and 6

boreholes to 5' in the parking lot area. Representative soil samples will then be taken to the lab to determine soil properties that include, but are not limited to, Atterberg Limits, sieve analysis, unconfined compressive strength, and natural moisture contents. We would then prepare a geotechnical report based on the geotechnical investigation and lab results. The report would include site conditions, site map showing borehole locations, logs of boreholes, groundwater conditions, Potential Vertical Rise estimates, results of lab tests, allowable bearing capacity values, foundation and pavement recommendations, provisions to mitigate the effects of expansive soils, if applicable, engineered and compacted fill material requirements, and construction testing requirements. We can perform these services for a price of \$17,200. Should additional borehole depth be required due to unforeseen subsurface conditions encountered in the field, it will be billed at a rate of \$50 per foot beyond the above stated depths. Our fee includes a PDF copy sent via email.

We will conduct a property survey of the aforementioned property. We will provide a survey with a metes and bounds description and set property corners as required. We can perform these services for a fee of \$2,500 plus tax.

We will conduct a topographic survey across the tract to determine spot elevations, one foot contour intervals, and existing site improvements. We can perform these services for an amount of \$4,200. We would survey underground utilities based on what is marked on the ground at the time of the survey after we call DigTess. These surveying services do not include "pot-holing" utilities to determine depths or sizes of utilities.

Fee Summary:	Phase I ESA	\$3,200
	Phase II ESA	\$19,100
	20 year Chain of Title and Enviro Lien	\$1,100
	Remediation Cost Estimate	\$1,500
	Geotechnical Investigation	\$18,700
	Property Survey (17.58 acres)	\$2,500
	Topographic Survey	\$4,200
	Total =	\$50,300

Our fee includes a PDF copy sent via email. Additional copies can be provided for an additional cost. If changes to the services stated herein are required, please contact us to review and revise this fee proposal. This proposal is based upon the site being accessible for drilling equipment. Scheduling will begin upon receipt of the signed proposal.

All reimbursable expenses are invoiced at cost plus 10% handling with a maximum fee of \$1,000. These include, but may not be limited to: printing and reproduction costs, and other direct project charges.

SKG Engineering appreciates the opportunity to respond to your request. Please feel free to contact us at 325-655-1288 if you have any questions or if additional information is

Revised Environmental, Engineering and Surveying Services Proposal,
Off US-67,
San Angelo, Texas
-2-
required.

Sincerely,
SKG Engineering, LLC



Jason Clinton, P.E.

Attachments: Terms & Conditions of Professional Service
Site Plan

ACCEPTANCE:

I agree to the terms of this proposal along with the Terms and Conditions of Professional Service attached hereto as presented and accept same the _____ day of _____ 2017.

Signature

Printed Name

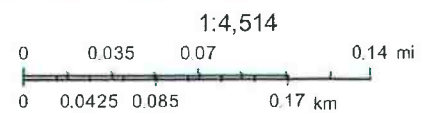
City of San Angelo



August 24, 2017

 Tax Parcels

 World Transportation



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the
GIS user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

SKG Engineering, LLC
Terms and Conditions of Professional Service

These terms and conditions together with any Proposal attached hereto constitute the entire agreement between SKG Engineering, LLC (SKG) and Client as if they were part of one and the same document.

Definitions:

SKG shall refer to SKG Engineering, LLC, a Texas limited liability company and its subcontractors.

Client shall refer to the person, firm, or corporation that has entered into a contractual relationship with SKG providing for the performance of professional services related to civil engineering, surveying, environmental science, planning, consulting, laboratory, construction material testing, drilling, construction observation, or geospatial services.

Proposal shall refer to the written scope of services, unit prices, and/or fixed fee provided by SKG to Client describing, if applicable, the nature of the services to be performed by SKG or its subcontractors, and the amount and type of compensation to be paid for those services.

Authorization as Agent

Client authorizes SKG to take all actions on Client's behalf which SKG, in its sole discretion, believes to be necessary to perform the services described herein and in the Proposal. Free right of access shall be granted to SKG personnel to enter upon any land owned or controlled by Client so long as such entry is reasonably necessary to perform said services. If SKG notifies Client that SKG requires entry onto land not owned or controlled by client, then Client shall obtain such right of entry without cost to SKG. Client understands that services provided by SKG commonly require drilling, sampling, and other activities that may disrupt use of the premises and may disturb, alter, or damage terrain and vegetation. SKG assumes no responsibility to compensate owner for such loss and will not restore the site to its original condition.

Standard of Care and Liability

SKG will exercise reasonable care in the performance of its duties under this Contract. Client agrees that the liability of SKG, and that of its officers, members, directors, employees, agents, and subcontractors, to Client or any third party due to any negligent professional acts, errors or omissions will be limited to the lesser of SKG's professional liability insurance coverage available at the time of settlement or judgement, or the fee amount provided in the Proposal.

Client shall provide information the Client reasonable believes to be accurate as to the condition of the project site including the location of any underground utilities, utility services, structures, manholes, and underground storage tanks, and SKG shall be entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify, and hold harmless SKG from any claim or expense, including attorney fees, arising from an allegation that SKG performance under this Contract resulted in damage to any subterranean or surface structure or facility as a result of errors, omissions, or inaccuracies in information provided by client.

Hazardous Materials

Both SKG and Client acknowledge that this Contract does not contemplate the presence at the project site of any hazardous or regulated substances or materials. Client agrees to defend, indemnify, and hold harmless SKG from any claim or expense, including attorney fees, arising from an allegation that SKG's performance under this Contract resulted in the handling, transportation, or disposal of any hazardous or regulated substance, if Client knew or should have known such substance was present at the site and failed to properly notify SKG. In the event that the presence becomes known of any hazardous or regulated substances on or near the project site, SKG may, at its option and without liability for consequential or any other damages, suspend performance of services under this contract.

Confidentiality of Information

SKG will utilize reasonable measures to maintain confidentiality of Client information related to services described in the Proposal. Client acknowledges that SKG does not have a duty of confidentiality and further acknowledges that SKG may have past or present contractual relationships with other individuals or companies practicing the same or related business in the same geographic area as Client. Client acknowledges that SKG may have past or present contractual relationships with governmental agencies having regulatory authority over Client's project and acknowledges that SKG may appear before such agencies on behalf of other individuals or companies practicing the same or related business in the same geographic area as Client.

Opinions of Probable Construction Cost

Opinions of the probable cost of performance in accordance with plans, specifications, reports, or other instruments prepared by SKG are not warranted to, and may not, reflect the actual cost to Client of such work. Unless otherwise specified, the construction cost of an entire project means the probable total cost to Client of those portions of the project designed and specified by SKG exclusive of the value and cost of SKG services, and cost of such things as land, rights of way, and the cost of interest and financing.

Ownership of Documents

Client accepts reports, plans, specifications, logs, calculations, estimates, and test data, including electronic media, as instruments of professional service, not products. All such material is and shall remain the sole and executive property of SKG. Client may make and retain hard copies of documents for use on the project. Documents are not intended or represented to be suitable for reuse. SKG shall not be required to provide or deliver electronic copies of documents unless specifically required in the Proposal. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, SKG makes no warranties, either express or implied, with respect to electronic files if such files are provided. Client agrees to defend, indemnify and hold harmless SKG against all claims and expenses, including attorney fees, arising out of any use or modification of instruments of services without the express written consent of SKG.

Non-Public Improvements

Client acknowledges that there is no public agency supervision over construction of improvements such as pavements, utilities and walks on private property such as may be found on condominium, apartment, and commercial sites. Unless specifically provided for in the Proposal, SKG does not provide geotechnical assessment of soil conditions and accepts no responsibility for design of pavement sections, subgrade, underdrainage, backfill, and related items whether or not shown on a plan provided by SKG. Client agrees to defend, indemnify and hold harmless SKG from any claim or expense, including attorney fees, arising from 1) use of Client standards for non-public improvements, and/or 2) reliance on geotechnical data and designs provided by Client or a Client consultant, and/or 3) construction of any non-public improvements that are not observed and inspected by SKG pursuant to a construction phase services contract.

Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS)

Client acknowledges that ADA & TAS requirements and implementation guidelines change over time and may vary by jurisdiction. Client further acknowledges that ADA & TAS compliance involves fine tolerances that are governed by the means and methods of construction. SKG will exercise reasonable care in the specification of ADA & TAS compliant facilities subject to local standards and requirements. SKG makes no warranty or representation, either express or implied, that either public or non-public improvements will satisfy ADA and/or TAS requirements, implementation guidelines, and/or local requirements, regardless of whether or not said improvements constructed in accordance with instruments of services prepared under this Contract. Client is advised to procure an independent assessment of ADA & TAS compliance prior to accepting constructed improvements.

Payment

By accepting the Proposal, Client agrees to pay SKG, in the manner described therein, the full amount set out in the Proposal. In the event the Proposal does not provide for a fixed fee or hourly rate schedule for specific services provided, billing shall be on a value basis in accordance with SKG Billing Policy. Client will be invoiced and all invoices will be due and payable within 30 days of issuance. Unless prior agreement is made in writing, Client is liable for timely payment of invoiced amounts without regard to whether Client has received financing, payments, or income from any source, including funds related to the project for which services were provided by SKG. In the event payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. If the Client fails to make payments when due or otherwise is in breach of this Contract, SKG may suspend performance of services immediately. In the event legal action is necessary to enforce the payment provisions of this Contract, SKG shall be entitled to collect from the Client any judgment or settlement sums due, and reasonable attorney fees, court costs, and other expenses incurred by SKG in connection therewith, together with the value of the time of SKG employees and expenses spent in connection with such collection action.

Performance, Delay, and Force Majeure

If a schedule is agreed to in the Proposal then SKG will use its best efforts to perform according to said schedule. Client acknowledges that SKG's performance often involves public agencies and other businesses and groups who can have substantial impact on scheduling. Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of either party which could not have been reasonably foreseen or prevented. Such acts or events shall include unusual weather, floods, epidemics, strikes, lockouts, protest demonstrations, and unanticipated site conditions. Any delay within the scope of this provision that cumulatively exceeds 60 calendar days shall, at the option of either party, make the Contract subject to termination or renegotiation.

Notice

Any notice to be given under this Contract shall be in writing and shall be deemed duly given when delivered personally or by courier, or three business days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid addressed to an agent of SKG.

Applicable Law and Survival

The validity, performance, and interpretation of this Contract shall be according to the laws of the State of Texas. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between SKG and Client shall survive the completion of services and the termination of this Contract.

Assignment and Addendum

Neither party shall assign or transfer its interest in this Contract without the written consent of the other party. Consent to such assignment or transfer shall not be unreasonably withheld. This Contract may not be amended except in a writing executed by both SKG and Client. No alterations or modifications to the Proposal or these terms and conditions shall be effective unless affirmatively agreed to in writing by both parties.

Binding Effect of Agreement

This Contract shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. If and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Contract to be invalid or unenforceable as a final non-appealable order, then the remainder of the Contract shall not be affected and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

Cancellation and Suspension

This Contract may be terminated by either party providing written notice to the other no less than 10 calendar days in advance of the effective date of the termination. Fees, expenses, and other amounts due SKG shall be due and payable immediately upon termination including such amounts reasonably incurred by SKG in the process of stopping work after the notice of termination is received. If the project is suspended for more than 30 calendar days in the aggregate, SKG shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting remobilization costs. In addition, there shall be equitable adjustment in the project schedule based on the delay caused by the suspension.

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

Meeting Date: October 3, 2017

Item type: Consent Item

Caption:

Consider ratifying COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$300,000 to provide an Economic Development Incentive to Detmar Logistics, LLC., for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 501 Subchapter C (R.Peña)

Summary/History:

See Resolution.

Financial Impact:

\$300,000 budgeted in the current year.

Other Information/Recommendation:

Resolution attached.

Attachments:

1. Resolution 17-939_COSADC_DETMAR_EDA_RESO.docx

Presentation:

Approvals/Reviews:

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

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE USE OF SALES AND USE TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$300,000, TO PROVIDE AN ECONOMIC DEVELOPMENT INCENTIVE TO DETMAR LOGISTICS, LLC. FOR A PROJECT RELATED TO BUSINESS ENTERPRISES THAT CREATE OR RETAIN PRIMARY JOBS, AS AUTHORIZED FOR A TYPE B CORPORATION UNDER LOCAL GOVERNMENT CODE CHAPTER 501 SUBCHAPTER C.

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

WHEREAS, DETMAR LOGISTICS, LLC is engaged in the transportation and logistics of fra sand throughout the nation but more specifically in the Permian Basin and Eagle Ford Shales, based out of San Antonio, Texas, with a local facility at San Angelo; and,

WHEREAS, DETMAR LOGISTICS, LLC intends to invest approximately FIVE MILLION DOLLARS (\$5,000,000.) in personal property, equipment, trucks and capital improvements , and,

WHEREAS DETMAR LOGISTICS, LLC intends to create up to 120 new Full Time Equivalent (FTE) primary job positions, and,

WHEREAS, DETMAR LOGISTICS, LLC has requested incentives from COSADC in order to make such investment and job creation at its San Angelo facility and the Board has determined that the Project will promote or develop an expanded business enterprise that creates or retains primary jobs; and,

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

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

The City of San Angelo Development Corporation offers this Resolution authorizing the use of sales and use tax funds as an economic development incentive to DETMAR LOGISTICS, LLC., in an amount not to exceed THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000); authorizing the Director of

Economic Development to prepare an economic development performance agreement with DETMAR LOGISTICS, LLC in compliance with the Development Corporation Act in a form approved by the City Attorney's Office; authorizing the COSADC Board President to execute said agreement and related documents; and recommending to City Council ratification of the incentive and approval of the economic development performance agreement.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Edward Carrasco, President

Bryan Kendrick, Corporate Secretary

APPROVED FOR CONTENT

APPROVED AS TO FORM

Roland Peña, Director of Economic Development

Dan T. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Asst. Director of Operations, Operations, (325) 657-4206

Meeting Date: October 3, 2017

Item type: Consent Item

Caption:

Consider adopting a resolution accepting the transfer of the property interest of the US 67 WB Direct Connection to FM 2288 from the State of Texas to the City of San Angelo (S. Kelton)

Summary/History:

The State of Texas controls and maintains the direct connection of the southbound US 67 to FM 2288 from the Houston Harte Freeway adjacent to Sherwood Way. The State of Texas has determined the roadway is no longer needed for the operation of their State Highway System and wishes to convey its interests to the City of San Angelo.

This roadway was recently redesigned and reconstructed to facilitate the commercial development of the land across Sherwood Way from the Wal-Mart Supercenter. Upon conveyance, the City will assume jurisdiction, operation, and maintenance responsibilities of the roadway.

Financial Impact:

There are not any initial costs associated with this resolution. There will be future maintenance costs over time but that should be a while since the road is either newly constructed or rehabilitated.

Other Information/Recommendation:

Attachments:

1. Resolution 17-947 - COSA sherwood way connector resolution - 9 25 2017.docx

Presentation:

Approvals/Reviews:

Patrick Frerich	Created/Initiated
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

RESOLUTION NO. XXX-XXXX-XXX

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, CONCURRING IN THE STATE'S INTENTION TO REMOVE THE US 67 WB DIRECT CONNECTION TO FM 2288 FROM THE STATE SYSTEM AND TRANSFERRING ITS PROPERTY INTEREST.

WHEREAS, the State of Texas owns and maintains an easement for the direct connection of southbound US 67 to FM 2288 from the Houston Harte Freeway adjacent to Sherwood Way, as more particularly described in Exhibit "A" ("Roadway"); and

WHEREAS, the State of Texas has determined that the Roadway is no longer needed for the operation of the State Highway System ("State System"); and

WHEREAS, the City of San Angelo has requested that the State remove the Roadway from the State System; and

WHEREAS, the City of San Angelo requests that the State remove the Roadway from the State's on-system designation and convey its property interest to the City; and

WHEREAS, the City of San Angelo intends to assume the jurisdiction, operation, and maintenance responsibilities of the Roadway upon the real property transfer of interest.

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

Section 1.

That the State's Roadway as shown on the attached Exhibit "A" is no longer needed for use in the operation of the State System.

Section 2.

That the City Council of San Angelo, Texas, concurs in the State's plan to remove the Roadway from the State System in accordance with established laws and regulations of the State of Texas.

Section 3.

That the City Council of the City of San Angelo, Texas, commits to assume jurisdiction, operation, and maintenance responsibilities for the Roadway.

Section 4.

That the City Council of the City of San Angelo, Texas, requests that the State of Texas transfer to the City of San Angelo at no cost its property interest in the subject right of way of said roadway. It is understood, that if the land that is being transferred ceases to be used for public road purposes, the property interest will revert to the State of Texas.

Section 5.

That the City of San Angelo, Texas, will assume jurisdiction, control, and maintenance responsibilities for the Roadway, upon an acceptable agreement with the Texas Department of Transportation.

Section 6.

That the City Manager is hereby authorized to negotiate and execute any documents necessary to carry out the intent of this Resolution.

PASSED AND APPROVED this the 3rd day of October, 2017.

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: October 3, 2017

Item type: Consent Item

Caption:

Second reading of an ordinance for Z17-10 a rezoning from the Office/Warehouse (OW) Zoning District to the Single-Family Residential (RS-1) Zoning District, being 0.5 acres generally located on an unaddressed tract north of 6622 Clarice Court. (J. James)

Summary/History:

This item is a request for approval of a rezoning from Office/Warehouse (OW) zoning district to Single-Family Residence (RS-1) Zoning District. The applicant is seeking to add a parcel of land being re-platted to their existing home lot. This would allow the entire new lot to be zoned consistently RS-1.

Financial Impact:

N/A

Other Information/Recommendation:

On August 21, 2017, the Planning Commission recommended APPROVAL of the Rezoning request. Commissioner Crisp made a Motion to recommend APPROVAL of the proposed Rezoning from the Office-Warehouse (OW) Zoning District to the Single-Family Residence (RS-1) Zoning District on the subject property. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 6-0. On September 19, 2017, City Council voted unanimously to APPROVE the request.

Attachments:

- | | | |
|----|-----------------|-----------------------------------|
| 1. | Staff Report | CC Staff Report Z17-10 Taylor.pdf |
| 2. | Draft Ordinance | PL_Z17-10 Ordinance.docx |

Presentation:

Jon James

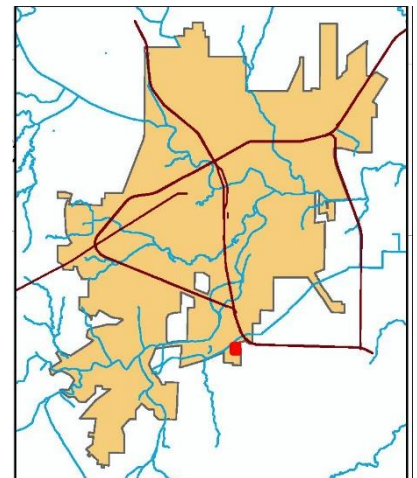
Approvals/Reviews:

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

CITY COUNCIL – September 19, 2017
STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning		Z17-10: Taylor	
SYNOPSIS:			
A request for approval of a rezoning from Office/Warehouse (OW) zoning district to Single-Family Residence (RS-1) Zoning District. The applicant is seeking to add a parcel of land being re-platted to their existing home lot. This would allow the entire new lot to be zoned consistently RS-1.			
LOCATION:		LEGAL DESCRIPTION:	
An unaddressed tract north of 6622 Clarice Court		Being 0.5 acre of land out of Lot 17A, Block Two, Section Two, Second Replat in Block Two, Sunset Ranch Estates, Section Two, City of San Angelo, Tom Green County, Texas	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FLU:
Country Club Neighborhood SMD #1 – Tommy Hiebert		OW – Office/Warehouse	Transitional
		SIZE:	
		0.5 acre	
THOROUGHFARE PLAN:			
With the approval of the re-plat for Sunset Ranch this parcel will become part of the adjacent home lot 16k located on Clarice Court. Local Road – 50' ROW required and met, 40' Pavement require and met.			
NOTIFICATIONS:			
10 notifications were mailed within a 200-foot radius on August 10, 2017. One response has been received in support and zero in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed rezoning to the Single-Family Residential (RS-1) Zoning District.			
PETITIONERS:			
William & Debra Taylor			
STAFF CONTACT:			
Hillary Bueker, RLA Senior Planner (325) 657-4210, Extension 1547 hillary.bueker@cosatx.us			



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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The Comprehensive Plan's original intent was to provide transition areas for a scaling back of activity from more intense areas to neighborhoods which should be more passive in character. Since this property's Future Land Use (FLU) designation is Transitional, this would allow for a less intense use of single-family residential to buffer the higher intensity heavy commercial (CH) and office/warehouse (OW) from the adjacent neighborhood. The RS-1 Zoning District appears to be consistent with the FLU in this regard.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* The Single-Family Residential District is intended to provide opportunities for development of detached single-family residences at medium densities. Since a replat will attach this parcel to the adjacent single-family residential lot, the zoning would be consistent over the entire platted lot and allow for continued residential uses consistent with the proposed RS-1 zoning.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The property is located within an area that has mixed uses. This parcel will be adjoined to the adjacent single family residential lot that already has a home built. The 2009 Comprehensive Plan update designated this property as Transitional presumably to accommodate this buffering from the higher intensity CH zoning along US Highway 277 and allow for additional residential, if needed.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* When the Transitional FLU was placed on the property, this reflected a belief that this land would develop as a transitional area between the more intense uses along US Highway 277 and the RS-1 properties to the west. Additionally, the property was originally part of a larger tract that developed in a commercial manner. Over time, it has remained vacant. Now, the property is seeking to be combined with an adjacent residential lot for continued residential use.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* There are no anticipated negative effects on the natural environment from these actions. Land use would continue in the same residential manner, and intensity, as already exist on the adjacent site it will be replatted with.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* There has not been any demonstrated community need for a use on the site other than residential. The site has remained undeveloped for many years. As a result, it has become landlocked through the years. Allowing the site to rezone to RS-1 would be reflective of the continuing need for residential in the area, rather than allowing a continuance of a zoning designation that has been little used in the past.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The existing development pattern in the immediate area to the west is primarily detached, single-family residential. This parcel will be added to an existing RS-1 lot and keep in continuity with the adjoining residential lots immediately to the west.

Planning Commission Recommendation:

On August 21, 2017, the Planning Commission recommended APPROVAL of the Rezoning from the Office/Warehouse (OW) zoning district to the Single-Family Residential (RS-1) Zoning District on the subject property, being 0.5 acre of land out of Lot 17A, Block Two, Section Two, Second Replat in Block Two, Sunset Ranch Estates, Section Two. The following is the complete excerpt of the minutes from the August 21, 2017, meeting for this case:

Hillary Bueker, Senior Planner, presented the case. She explained that the proposed rezoning pertained to the 0.5-acre remnant parcel that is being replatted as part of the Sunset Ranch Estates replat that was approved earlier at today's meeting. Ms. Bueker outlined Staff's rationale for approval which included that the property would act as a buffer between the single-family residential use to the south and office warehouse use to the north; that it would allow a comprehensive RS-1 zone for the entire property; and that development patterns to the west were predominantly residential.

Russell Gully, SKG Engineering, LLC, representing the applicant, asked what would happen to the zoning if the plat was never recorded. He expressed concerns that should the plat not be recorded, the current owner of the adjacent Office Warehouse (OW) lot would be left with a remnant zoned residential.

Rebeca Guerra, Planning Manager, indicated that Staff could not place a condition on a rezoning and that the rezoning and recordation of the associated plat were two separate processes. She explained that the rezoning could be approved even if the plat were never recorded.

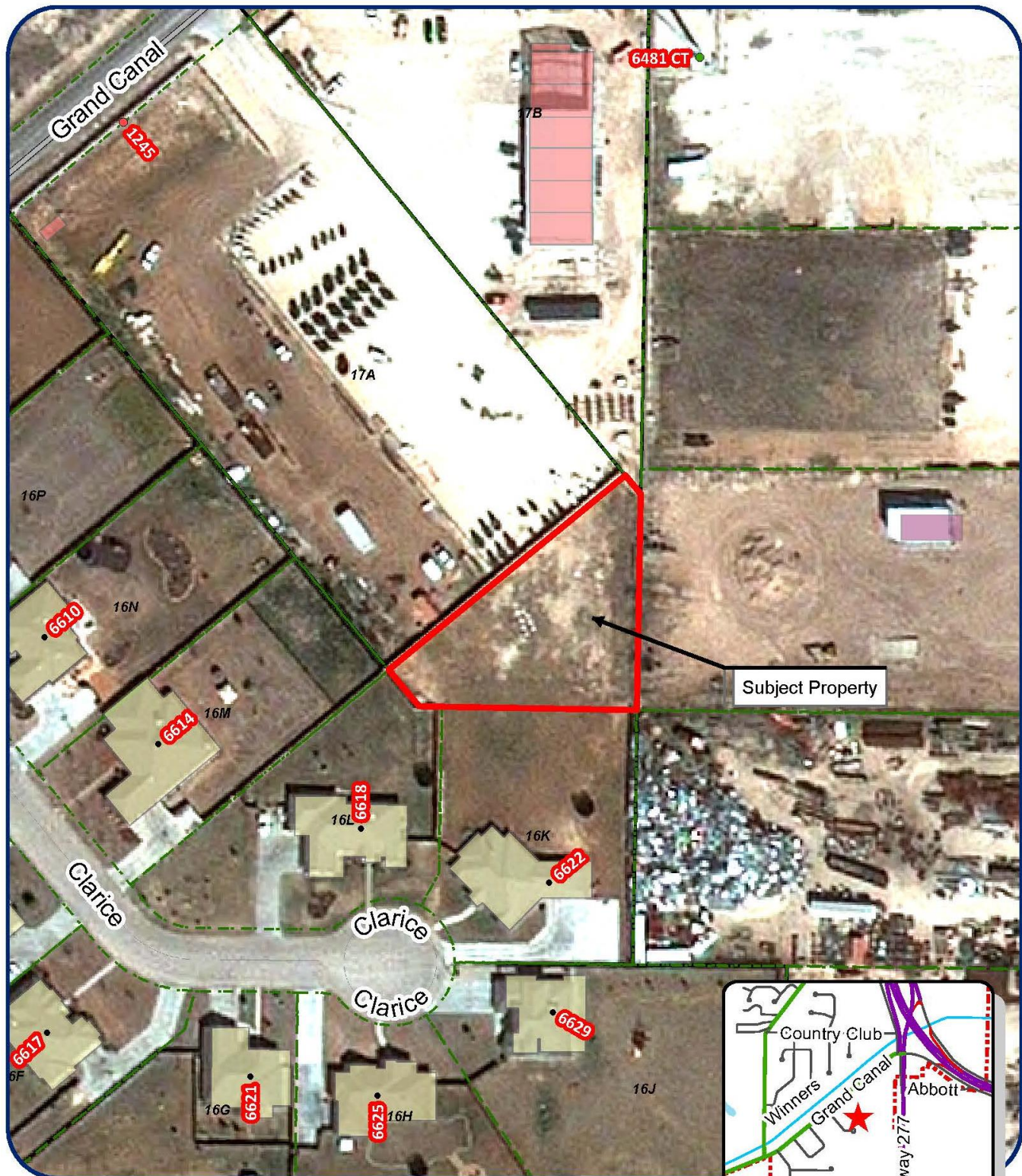
Commissioner Crisp made a Motion to recommend APPROVAL of the proposed Rezoning from the Office-Warehouse (OW) Zoning District to the Single-Family Residence (RS-1) Zoning District on the subject property. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 6-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** a rezoning from the Office/Warehouse (OW) Zoning District to the **Single Family Residential (RS-1) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photos of Site
Resident Letter
Application



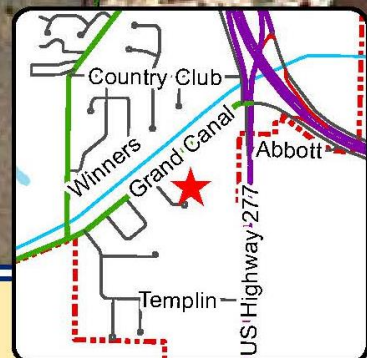
Z17-10: Taylor

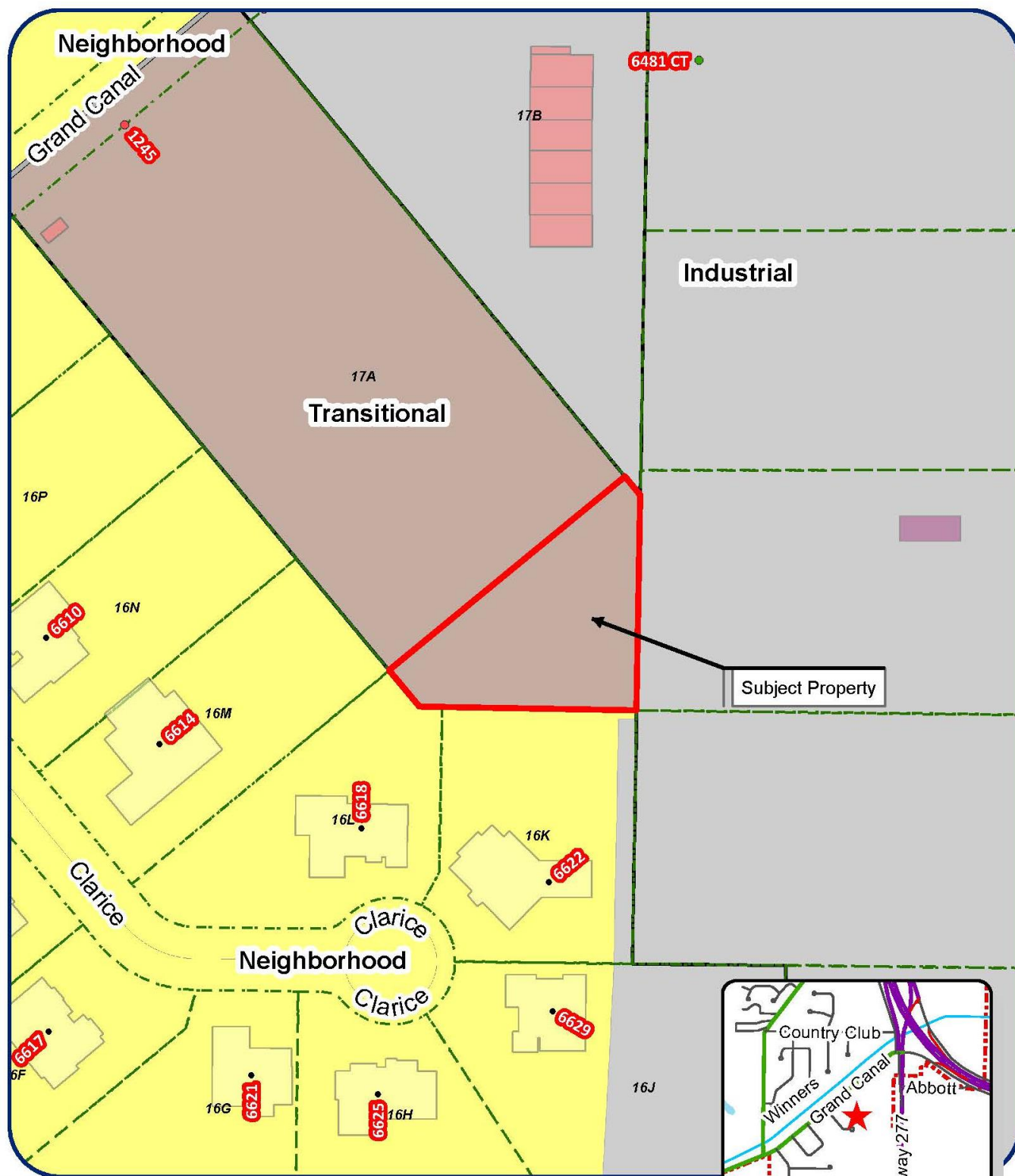
.5 Ac Unaddressed Tract

Council District: Tommy Hiebert
Neighborhood: Country Club
Scale: 1" approx. = 100 ft

Legend

Subject Properties: —
Current Zoning: **OW**
Requested Zoning Change: **RS-1**
Vision: **Transitional**





Z17-10: Taylor

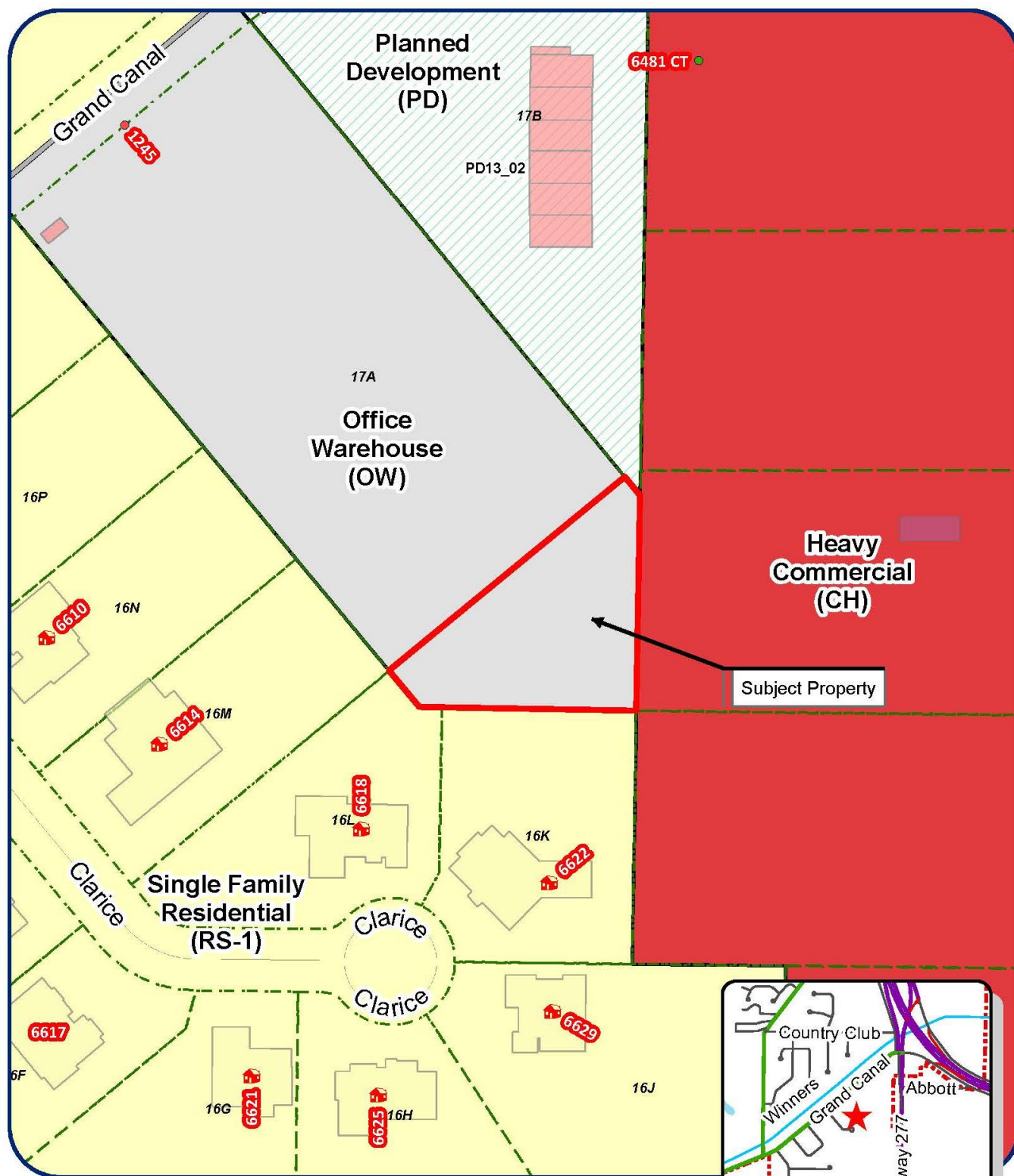
.5 Ac Unaddressed Tract

Council District: Tommy Hiebert
Neighborhood: Country Club
Scale: 1" approx. = 100 ft

Legend

Subject Properties: —
Current Zoning: **OW**
Requested Zoning Change: **RS-1**
Vision: **Transitional**





Z17-10: Taylor

.5 Ac Unaddressed Tract

Council District: Tommy Hiebert
Neighborhood: Country Club
Scale: 1" approx. = 100 ft

Legend

Subject Properties: —
Current Zoning: **OW**
Requested Zoning Change: **RS-1**
Vision: **Transitional**

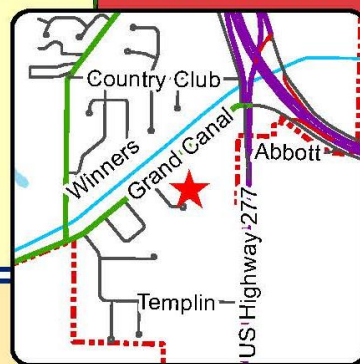


Photo of Site



Looking at the property from the adjacent Office-Warehouse (OW) Property to the Northwest



The Home the Subject Property will Adjoin.



TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(☒) IN FAVOR () IN OPPOSITION

REASON(S) _____

NAME: J.R. ABBOTT

ADDRESS: 6577 Hwy 277 S
SAN ANGELO TX 76904

SIGNATURE: 

Z17-10: Taylor

Property owner number: 1

If you have any questions about these proceedings, please call Mrs. Hillary Bueker, Senior Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at hillary.bueker@cosatx.us.

Effective January 3, 2017



City of San Angelo, Texas – Planning Division
52 West College Avenue



Application for Approval of a Zone Change

Section 1: Basic Information

Name of Applicant(s): Bill Taylor William + Debra Taylor

☒ Owner

☐ Representative (Notarized Affidavit Required)

Mailing Address: 6222 Clarice Ct San Angelo TX 76904

Contact Phone Number: 325-212-8061 Contact E-mail Address: bill@orwcpa.com (firegrass@hotmail.com)

Subject Property Address: San Angelo TX 76904

Legal Description (can be found on property tax statement or at www.tomgreencad.com): Blk 2 Section 2 Sunset Ranch Estates 17A.5 Acres

Existing Zoning: OW Proposed Zoning: RS1 Lot size: .5 Acre

(Zoning Map available on [City Maps](#))

Section 2: Site Specific Details

Existing Use of Property: Property is already purchased by Mock + Bonds
Description as a buffer zone to the cow zone behind would
like to join it to the residential property.

*Proposed Use of Property: RS1 yard space / buffer zone.

*Current lot is part of two other cow zones that can't be
*Use separate attachment if necessary sold because it creates a remnant lot.

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner.
- ☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
- ☒ If approved, a zone change is applied to the property, not the property owner.
- ☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
- ☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
- ☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
- ☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
- ☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

William Taylor Bill Taylor 7-19-17
Owner Name (Print) Signature Company/Organization (If Applicable) Date

Representative Name (Print) Signature Company/Organization Date

FOR OFFICE USE ONLY:

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 7 / 20 / 17

Case No.: Z 17 -- 10

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 500

Receipt #: 269499 Date paid: 7 / 20 / 17

Sign Deposit \$37.50

Receipt #: 269499 Date paid: 7 / 20 / 17

Affidavit attached? ☐ Yes ☒ No ☐ N/A Applicant's signature on information sheet? ☒ Yes ☐ No

Previous Zone Change Inquiry? ☒ Yes ☐ No If yes, ZCI case no.: 07 -- 03

River Corridor Commission? ☐ Yes ☒ No If yes, RCC meeting date: ____/____/____

Planning Commission hearing date: 8 / 21 / 17 Date notifications due: ____/____/____

City Council hearing date: ____/____/____ Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: Hillary Beecher Date: 8 / 1 / 17

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **an unaddressed 0.5 acre tract; generally located north of 6622 Clarice Court and approximately 575 feet from the intersection of Grand Canal Road and Clarice Court; more specifically being 0.5 acres of land out of Lot 17A, Second Replat in Block Two, Sunset Ranch Estates, Section Two,** FROM OFFICE-WAREHOUSE (OW) ZONING DISTRICT TO THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

RE: Z17-10: Taylor

WHEREAS, on consideration of the application for zoning change from Office-Warehouse (OW) to Single-Family Residential (RS-1), Z17-10, (Taylor); the Planning Commission and City Council having given notice of public hearing on the application as required under the Zoning Ordinance; City having published notice of public hearing in compliance with the Zoning Ordinance; City Council having afforded a full and fair public hearing on the application and having considered the amendment criteria applicable under the Zoning Ordinance; and, City Council being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

The real property generally located north of 6622 Clarice Court and approximately 575 feet from the intersection of Grand Canal Road and Clarice Court; more specifically being 0.5 acres of land out of Lot 17A, Second Replat in Block Two, Sunset Ranch

Estates, Section Two, City of San Angelo, Tom Green County, Texas, shall henceforth be permanently zoned as follows: Single-Family Residential (RS-1) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

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

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

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

INTRODUCED on the **19th day of September, 2017**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of October, 2017**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 3, 2017

Item type: Consent Item

Caption:

Second reading of an ordinance for Z17-11 a rezoning from the Planned Development (PD13-02) Zoning District to the Office Warehouse (OW) Zoning District, being 1.50 acres located at 1221 Grand Canal Road. (J. James)

Summary/History:

This is an application to rezone a 1.50-acre tract from the Planned Development (PD) Zoning District to the Office Warehouse (OW) Zoning District. The lot was originally zoned OW, in 2013 the applicant requested a zone change PD (PD13-02) to facilitate the development of a welding business. The property owner is requesting to return to the original OW Zoning District to pursue a different business venue.

Financial Impact:

N/A

Other Information/Recommendation:

On August 21, 2017, the Planning Commission recommended APPROVAL of a Rezoning from the Planned Development (PD) Zoning District to the Office Warehouse (OW) Zoning District. Commissioner Crisp made a Motion to recommend APPROVAL of the proposed Rezoning. Commissioner Farmer seconded the Motion. The Motion passed unanimously, 6-0. On September 19, 2017, City Council voted unanimously to APPROVE the request.

Attachments:

- | | |
|--------------------|----------------------------|
| 1. Staff Report | PL_Staff Report Z17-11.pdf |
| 2. Draft Ordinance | PL_Z17-11_BURNETT_ORD.docx |

Presentation:

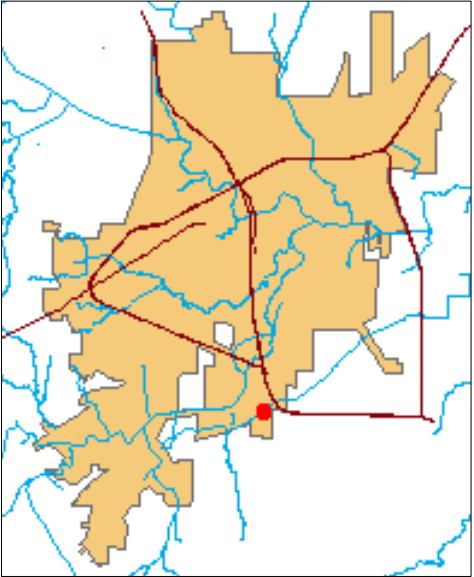
Jon James

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

CITY COUNCIL – September 19 and October 3, 2017
STAFF REPORT



APPLICATION TYPE:	CASE:		
Rezoning	Z17-11: Burnett		
SYNOPSIS:			
This is an application to rezone a 1.50-acre tract from the Planned Development (PD) Zoning District to the Office Warehouse (OW) Zoning District. The lot was originally zoned OW, in 2013 the applicant requested a zone change PD (PD13-02) to facilitate the development of a welding business. The property owner is requesting to return to the original OW Zoning District to pursue a different business venue.			
LOCATION:		LEGAL DESCRIPTION:	
1221 Grand Canal Road; generally located 1,240 feet southwest from the intersection of Grand Canal Road and U.S. Highway 277		Sunset Ranch Estates, Section 2, Block 2, Lot 17B, City of San Angelo, Texas	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD #1 – Tommy Hiebert Country Club Neighborhood	PD – Planned Development with underlying OW – Office Warehouse	Industrial	1.50 acres
THOROUGHFARE PLAN:			
Grand Canal Road – Major Collector, Required 60' min. ROW, 50' min. pavement Actual 52' ROW, 34' pavement with no sidewalk			
NOTIFICATIONS:			
8 notifications were mailed within a 200-foot radius on August 7, 2017. Zero responses have been received in support and zero in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Rezoning from the Planned Development (PD) Zoning District to the Office Warehouse (OW) Zoning District			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner(s):</i> Luke Burnett <i>Agent:</i> Luke Burnett, Owner			
STAFF CONTACT:			
Kristina Heredia Staff Planner (325) 657-4210, Extension 1546 kristina.heredia@cosatx.us			

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* Changing the zoning from PD to OW is consistent with the Future Land Use designation of Industrial. The Comprehensive Plan shows this area as being designated to grow in an industrial manner and current development patterns reflect this.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* When the property owner changed the Zoning District from OW to a Planned Development in 2013, the underlying zone of OW remained in place. The applicant is proposing to remove the PD designation to allow a new business venue that is not explicitly called out in the PD Ordinance (PD13-02), but is still consistent with the OW Zoning District. The Office-Warehouse District is intended to provide opportunities for development of self-storage warehouses, small wholesale trade activities with limited truck traffic and integrated office/warehouse uses.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* As indicated above, the property is located within an area that has clearly developed as industrial. While there is a residential zone to the southwest of the applicant's property, there is an additional tract that is zoned OW that abuts the subject property and provides a buffer between the two zoning districts. Furthermore, the property that separates the subject property from the residential zoning district has a Future Land Use designation of Transitional.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The applicant is no longer seeking the business that required the change from OW to a Planned Development. The new business the applicant would like to pursue on his property does not align with the stringent requirements of the PD, thus a reversion to the original zoning of OW is the necessary change needed for the applicant to pursue his changed development plan.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The lot already has a building located on it, therefore any new construction might have an impact on the environment temporarily. There is potential for construction noises to affect the residential houses to the southwest, however those properties are over 200 feet away, so any impacts would be lessened. The use the applicant is proposing is less intensive than the current allowed use, which could result in a smaller impact as well.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The City has designated that the appropriate development for this site be Industrial in nature. The reasoning for such a designation was presumably based on a community need for the associated uses in this particular area. An Office Warehouse zoning is compatible with an Industrial Future Land Use and would appear to meet the anticipated community need.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* This lot is situated within an Industrial Future Land Use and is adjacent to a Transitional Future Land Use. Keeping the lot utilized in an industrial capacity results in an orderly pattern of development and does not hinder the development of the transitional lot. As the proposed use is less intense than the current allowed use, this will create a logical flow to the community that transitions to neighborhood and residential uses cohesively and without disruption.

Planning Commission Recommendation:

On August 21, 2017, the Planning Commission recommended **APPROVAL** of a Rezoning from the Planned Development (PD) Zoning District to the **Office Warehouse (OW) Zoning District**.

The following is the complete excerpt of the minutes from the August 21, 2017, meeting for this case:

Z17-11: Burnett

Public hearing and consideration of a request for approval of a Rezoning from the Planned Development (PD) Zoning District to the Office Warehouse (OW) Zoning District, for property located at 1221 Grand Canal Road; generally located 1,240 feet southwest from the intersection of Grand Canal Road and U.S. Highway 277; more specifically located in Sunset Ranch Estates, Section 2, Block 2, Lot 17B, City of San Angelo, Texas, consisting of a total of 1.50 acres.

Kristina Heredia, Planner, presented the case. She explained that the proposed rezoning to Office-Warehouse (OW) would allow certain uses that the current Planned Development zoning did not allow. She explained that the OW zoning would be suitable for the applicant's current business needs. Mr. Heredia outlined Staff's rationale for approval which included that the OW zoning was consistent with the City's Comprehensive Plan, that the PD zoning was not being utilized; and that there appeared to be a community need for the proposed zoning.

There was no public comment.

Commissioner Crisp made a Motion to recommend **APPROVAL** of the proposed Rezoning from the Planned Development (PD) Zoning District to the Office-Warehouse (OW) Zoning District on the subject property. Commissioner Farmer seconded the Motion. The Motion passed unanimously, 6-0.

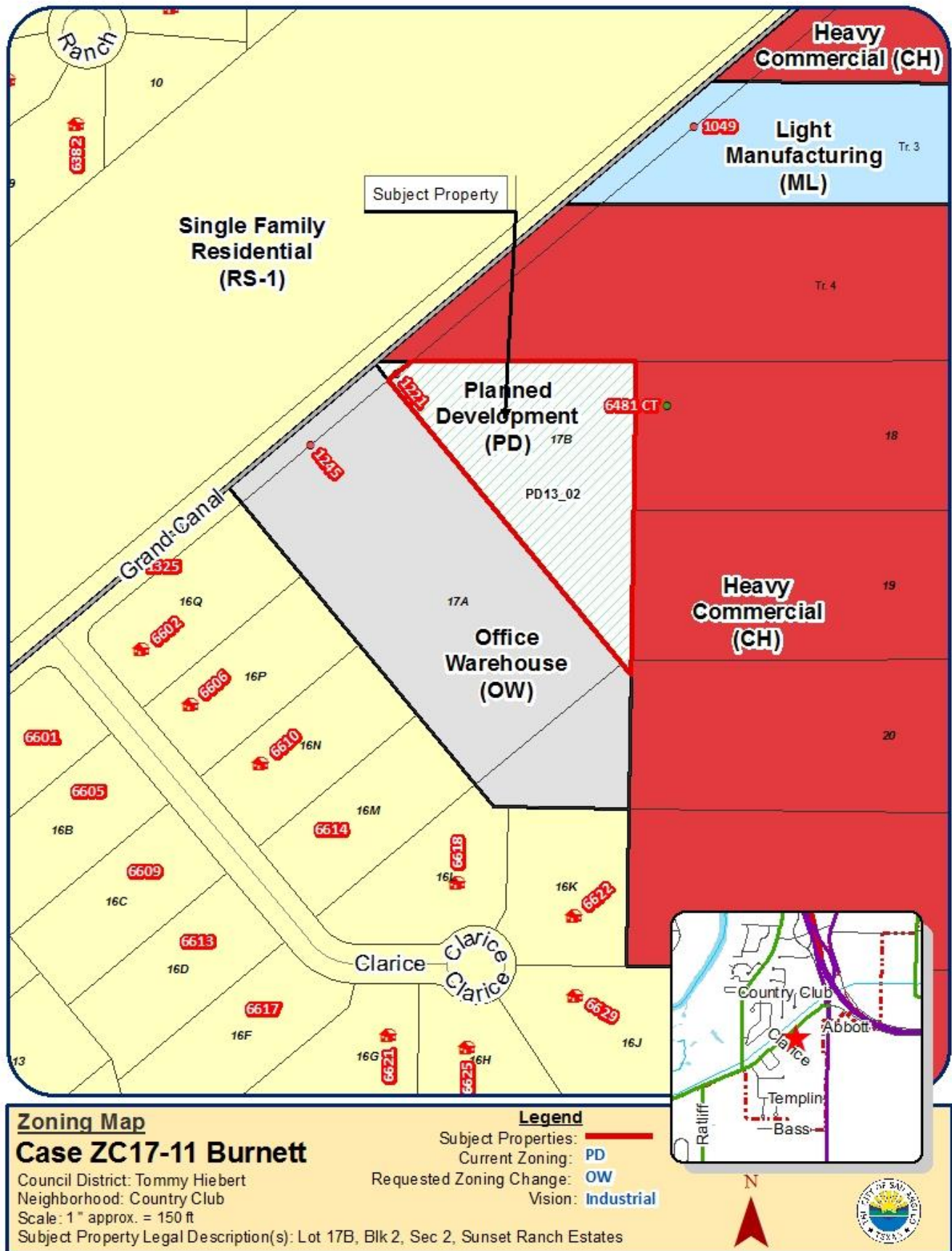
Recommendation:

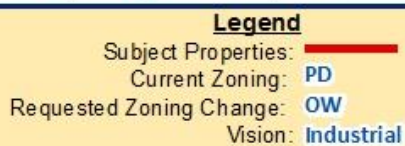
Staff's recommendation is for the Planning Commission to recommend **APPROVAL** of a Rezoning from the Planned Development (PD) Zoning District to the **Office Warehouse (OW) Zoning District**.

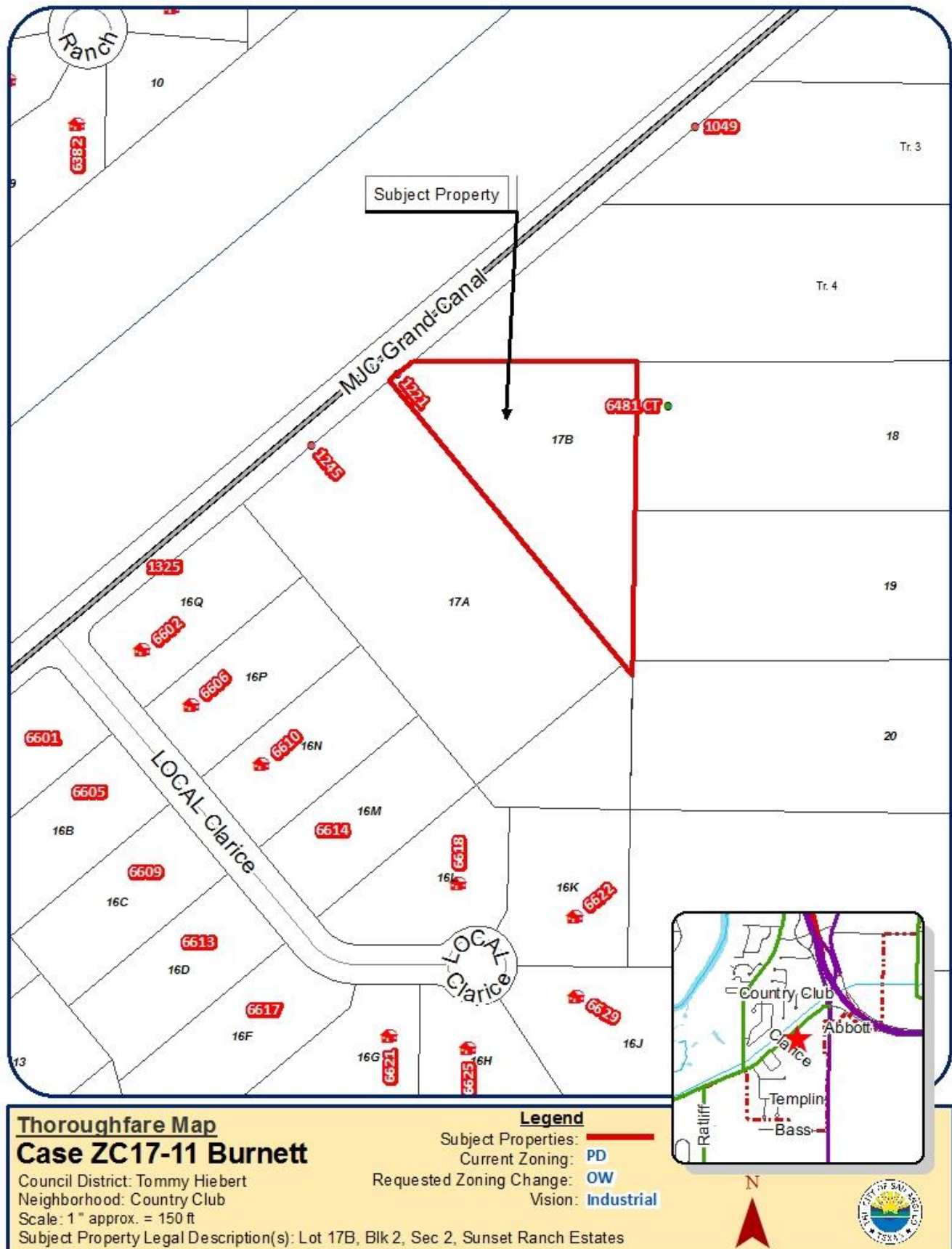
Attachments:

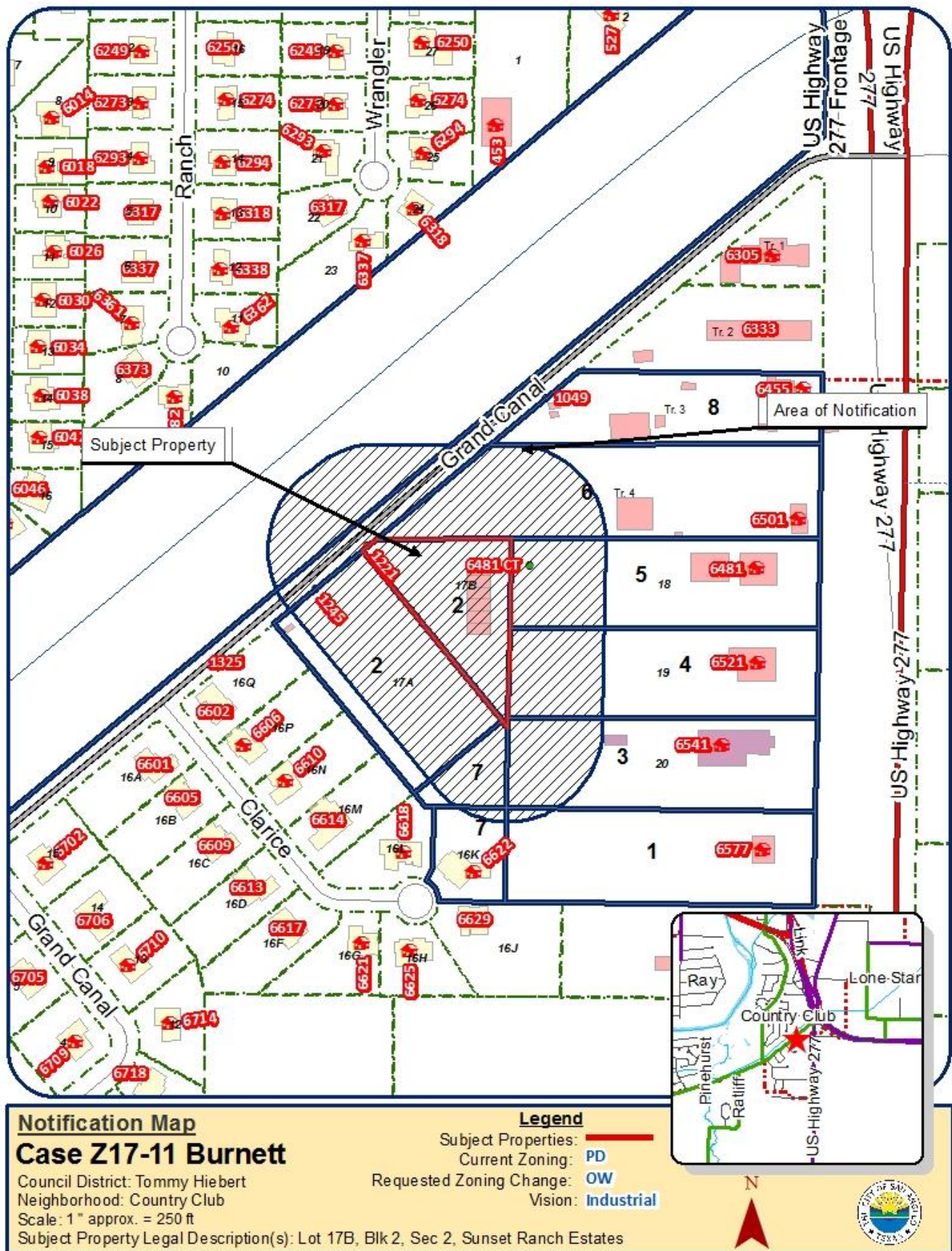
1. Aerial Map
2. Zoning Map
3. Future Land Use (FLU) Map
4. Thoroughfare Map
5. Notification Map
6. Site Photos











Site Photos

1221 Grand Canal Road



Existing Building



Looking SW on Grand Canal



Looking NE on Grand Canal



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **1221 Grand Canal Road, compromising a total of 1.50 acres**, FROM PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO OFFICE WAREHOUSE (OW) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on consideration of the application for zoning change from Planned Development (PD) to Office Warehouse (OW) Zoning District, Z17-11, Burnett; the Planning Commission and City Council having given notice of public hearing on the application as required under the Zoning Ordinance; City having published notice of public hearing in compliance with the Zoning Ordinance; City Council having afforded a full and fair public hearing on the application and having considered the amendment criteria applicable under the Zoning Ordinance; and, City Council being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

The real property located at 1221 Grand Canal Road, within the corporate limits of the City of San Angelo; more specifically being Section 2, Block 2, Lot 17B, of the Sunset Ranch Estates, San Angelo, Texas, compromising a total of 1.50 acres, Planned Development (PD) Zoning District, shall henceforth be permanently zoned as follows: Office Warehouse (OW) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

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

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

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

INTRODUCED on the **19th day of September, 2017**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of October, 2017**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 3, 2017

Item type: Consent Item

Caption:

Second reading of an ordinance amending the Major Thoroughfare Plan component of the San Angelo Comprehensive Plan in an area north of Clubhouse Lane, east of North Bentwood Drive, south of West Loop 306, and west of Foster Road. (J. James)

Summary/History:

This item is a request for amending the Major Thoroughfare Plan component of the San Angelo Comprehensive Plan in the areas Bentwood Country Club and surrounding area. The subject area is generally located north of Clubhouse Lane, east of North Bentwood Drive, south of West Loop 306, and west of Foster Road.

Financial Impact:

N/A

Other Information/Recommendation:

This item was heard by the Planning Commission on September 18, 2017, where they unanimously voted to recommend APPROVAL of the Major Thoroughfare Plan Amendment. On September 19, 2017, City Council voted unanimously to APPROVE the request.

Attachments:

- | | |
|--------------------|------------------------------------|
| 1. Staff Report | PL_Staff Report MTP Amendment.docx |
| 2. Draft Ordinance | PL_Ordinance MTP Amendment.docx |

Presentation:

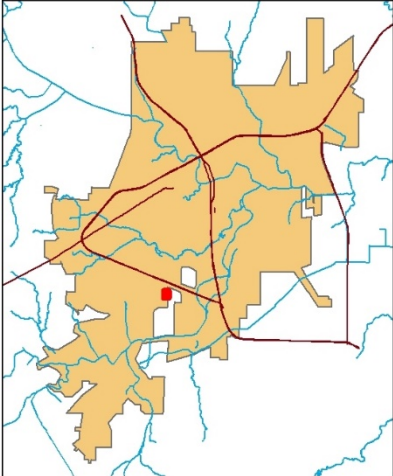
Jon James

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

CITY COUNCIL – September 19 and October 3, 2017
STAFF REPORT



APPLICATION TYPE:		CASES:	
Master Thoroughfare Plan Amendment		2017 – Bentwood Area	
SYNOPSIS:			
A request for amending the Major Thoroughfare Plan component of the San Angelo Comprehensive Plan in the areas Bentwood Country Club and surrounding area.			
LOCATION:			
Subject area north of Clubhouse Lane, east of North Bentwood Drive, south of West Loop 306, and west of Foster Road.			
SM DISTRICT /	ZONING:	FLU:	SIZE:
Country Club Neighborhood SMD #1 – Tommy Hiebert	RS-1 - Single-Family Residential RM-1 – Low Rise Multi-Family Residential ML – Light Manufacturing CG – General Commercial CO – Office Commercial R&E – Ranch and Estate	Transitional Neighborhood Center Neighborhood	Approx. 715 acres
THOROUGHFARE PLAN:			
Collectors require 60-foot right-of-way; Arterials require 80-foot right-of-way (See Attached Map)			
NOTIFICATIONS:			
This request was published in the San Angelo Standard Times on August 31, 2017. Zero responses have been received in support and zero in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Master Thoroughfare Plan Amendment .			
PETITIONERS:			
City of San Angelo			
STAFF CONTACT:			
Jeff Fisher, AICP, Senior Planner Hillary Bueker, RLA, Senior Planner (325) 657-4210 jeff.fisher@cosatx.us hillary.bueker@cosatx.us			

Background:

The San Angelo Comprehensive Plan, adopted in 2003 and updated in 2009, includes a Major Thoroughfare Plan (MTP) component that designates existing major streets as freeways, arterial or collector streets. The MTP also shows the planned future path of new freeways, arterial and collector streets in areas of future development around the urban fringe of San Angelo. Staff periodically reviews areas and proposes amendments based new information or changing development patterns.

A review of the MTP for the Bentwood Area arose when the developer of Bentwood Country Club Estates submitted its most recent Final Plat, “Bentwood Country Club Estates, Section 39” on July 25, 2017. The original plat submission for 29 single-family home lots (later revised to 31 lots) showed future streets “Crystal Point Drive” which ran west-east, and “Karsten Creek Drive” which ran north-south as being “Urban Local Streets” with a right-of-way of only 50 feet. However, the current MTP has these streets designated as “Urban Collector Streets” of 60 feet. At that time, staff met with the consultant and representatives from Bentwood to discuss the future plans and options to revise the MTP to meet the plan’s original intent and Bentwood’s objectives. A Bentwood representative provided plans for the future development of homes in this area to allow staff to work closely with the proposed development. While looking at all alternatives in the Bentwood Area, staff realized these changes would affect a larger area and it was decided to expand the area to the current boundary of the requested amendment. Staff determined that it was imperative to provide greater connectivity between existing and future developments ranging over an estimated 515 acre area. The applicant subsequently agreed to postpone the plat until after the MTP amendments were considered.

As part of its MTP review of the Bentwood Area, Staff examined:

- current build-out of previous Bentwood Country Club subdivisions;
- future projected development and the demand on the existing street network;
- potential additions and modifications to existing and future projected collector and arterial streets to improve traffic flow and enhance public safety

The review concluded that several changes needed to be made to the current MTP map, and Staff revised the proposed MTP street map with the goals of providing access and connectivity to all parcels of land. The map was then distributed to City staff from the departments of Engineering Services and Operations, and local utilities representatives. Meetings were then held with the group which led to extending the proposed routes to logical termini points and eliminating routes that interfered with known development plans.

Analysis:

The current MTP map for this portion of Bentwood delineates four future collector streets, the future east-west extensions of Clubhouse Lane, Crystal Point Drive, Pine Valley Drive, and an unnamed north-south street which is identified as “Karsten Creek Drive” on the recent plat, Bentwood Country Club Estates, Section 39. Also delineated is a future arterial street “Buckskin Drive” which runs north-south and makes a sharp easterly turn north of Clubhouse Lane and joins with Foster Road, currently an arterial street.

The following is a summary of the proposed changes to the MTP map (see attached map for corresponding number sequence):

North-South Collector – Remove Current “1A” and Relocate to “1”

The current north-south Collector Street extends approximately 1.11 miles from West Loop 306 to the north to Club House Lane to the south. The subject street is labelled as “Karsten Creek Drive” on the Section 39 plat currently on hold pending this MTP Amendment. Staff believes that maintaining a north-south Collector Street in this area is important given increased single-family residential development in the area extending eastward towards Foster Road. However, relocating this street eastward would be more appropriate, connecting directly to the future Arterial Street Buckskin Drive. Shifting this street eastward would also allow Karsten Creek Drive to remain as a Local Road, allowing Bentwood Section 39 to be approved, as submitted.

East-West Collectors – Remove Current “2A”, “3A”, “4A”, and Add “2”

The current west-east Collectors extend from North Bentwood Drive towards Foster Road. Collector 2A is approximately 0.59 miles and connects directly to Foster Road, and 3A and 4A which are currently part of the same Collector Street extend approximately 0.62 miles in total and end at Buckskin Drive. Staff believes that these Collector Streets either no longer function as Collector Streets or are no longer needed and should be replaced by one Collector Street “2” providing a smooth transition from the new north-south Collector Street direct to Foster Road, an arterial street which connects to West Loop 306. Removal of 2A makes logical sense given the close proximity to Loop 306 which already provides east-west connectivity to the area. Staff also believes that removing the 3A portion of the southerly west-east collector makes sense due to previous plat approvals classifying Crystal Point Drive in this area as a Local Street, including Sections 29, 30, 36 and the proposed Section 39 for Bentwood Country Club Estates. Maintaining Crystal Point Drive as a Collector Street would create an irregular jog in the roadway for future subdivisions. Therefore, Staff believes it is more appropriate to create a new Collector Street from east of the current Crystal Point Drive and the existing Bentwood development to connect to Foster Road. Removing the collector designation from the west portion of Crystal Point Drive is consistent with previous plat approvals. Extending the Collector “2” from east of the Bentwood development would be consistent with the governing Revised Preliminary Plat for all of Bentwood Country Club Estates, ratified by City Council on June 7, 2005, which shows Crystal Point extending in this direction towards Foster Road. Finally, Staff believes that removal of 4A would be logical given that the preliminary plat shows the collector further north in its proposed location and not dipping southeasterly in an irregular configuration.

North-South Arterial – Re-Aligned Future Major Arterial “5A”

The current north-south future arterial portion of Foster Road within the Bentwood area extends approximately 0.57 miles. This portion of the overall Arterial Street connects from the current Arterial portion of Foster Road to the north past Clubhouse Drive to the south. It is part of a larger Arterial that collects to the southerly most limits of the City. Staff believes this future arterial road should be maintained given its importance as one of the major Arterial corridors connecting the southerly part of the City, which includes the Bentwood Area, to West Loop 306. However, Staff recommends a straighter re-alignment of this street to ensure a smoother transition of traffic flow as shown on the attached map as “5A”. The precise location will be determined by Engineering and Operations Staff in consultation with affected utility providers and other stakeholders, but Staff believes the proposed general location provides a future roadmap for development.

Comments:

Planning Staff circulated this proposal to City departments and relevant external agencies for comments. Staff received no comments or objections from most departments or agencies, but did receive comments from Atmos Energy. Atmos indicated the location of a high pressured gas line within an easement that extends west-east from Knickerbocker Road to Foster Road, south of Crystal Point Drive. They had no objections given that the proposed changes would continue to maintain two crossings of streets over the existing gas lines. However, they will require that prior to any future development within this gas easement, the developer would be responsible for ensuring that the existing gas line is not affected. This requirement would be reviewed through future plat submissions prior to development but would not affect approval of the Master Thoroughfare Plan.

Planning Commission Recommendation:

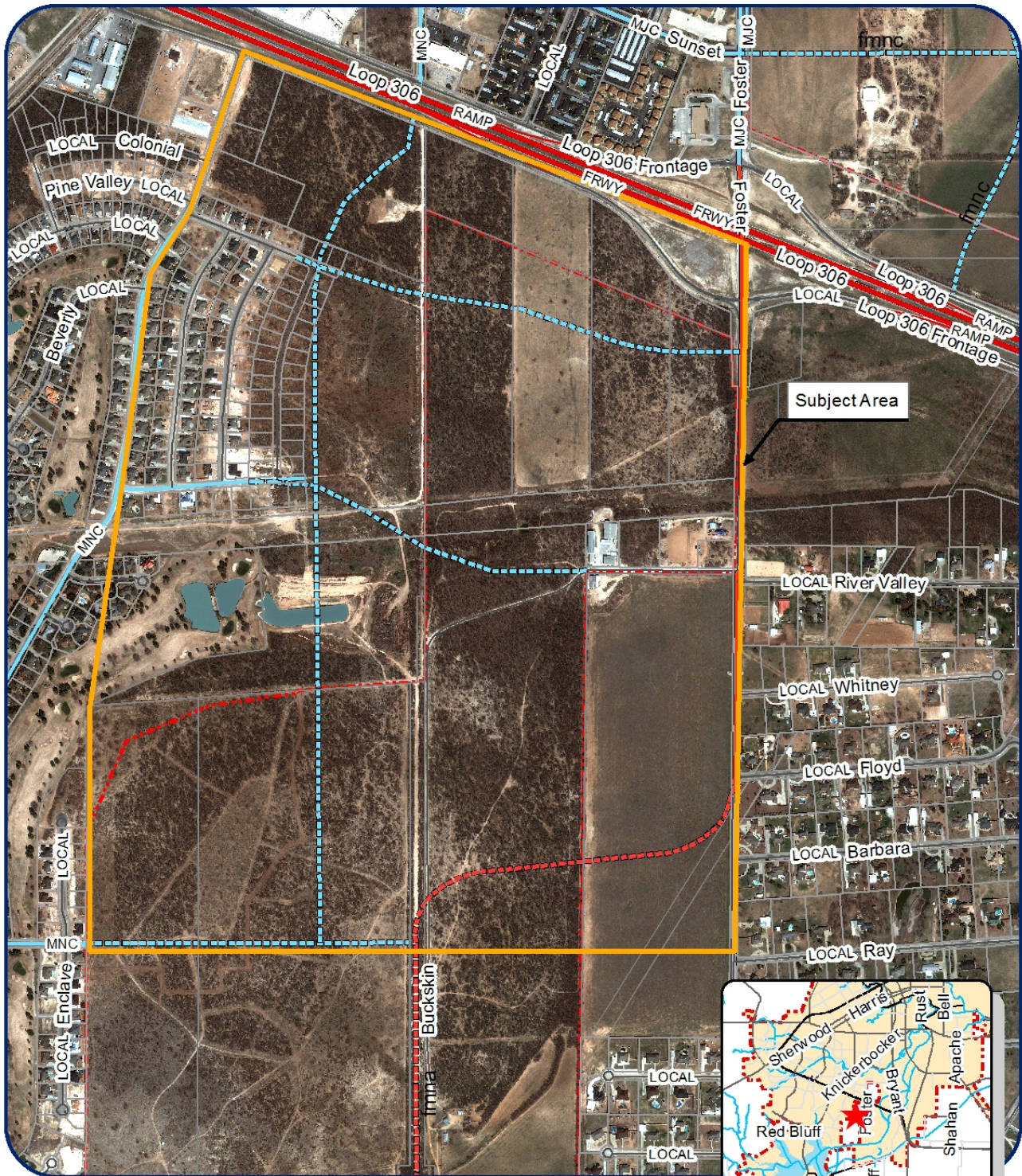
On September 18, 2017, the Planning Commission will conduct a public hearing for the proposed Major Thoroughfare Plan component of the San Angelo Comprehensive Plan in the Bentwood Country Club and surrounding area. Therefore, the associated recommendation of the Planning Commission and Official Minutes are not yet available.

Recommendation:

Staff’s recommendation is for City Council to **APPROVE** the proposed **Master Thoroughfare Plan Amendment**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photo of Site
Proposed Major Thoroughfare Amendment Map



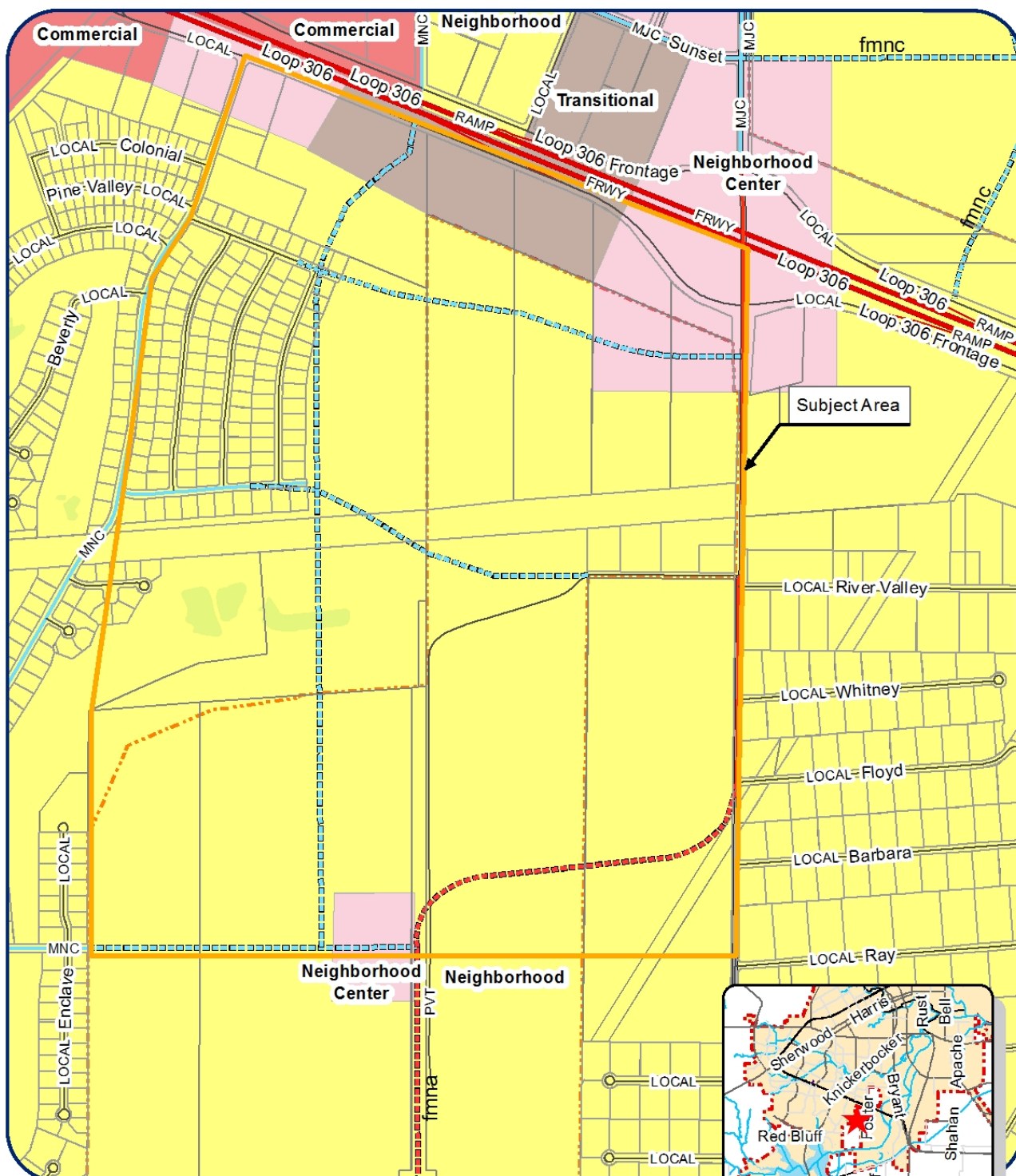
Master Thoroughfare Plan Amendment
2017 - Bentwood Area

Council District: SMD #1 - Tommy Hiebert
Neighborhood: Country Club
Scale: 1" approx. = 850 ft

Legend

Subject Area:





Master Thoroughfare Plan Amendment 2017 - Bentwood Area

Council District: SMD #1 - Tommy Hiebert
Neighborhood: Country Club
Scale: 1" approx. = 850 ft

Legend

Subject Area:

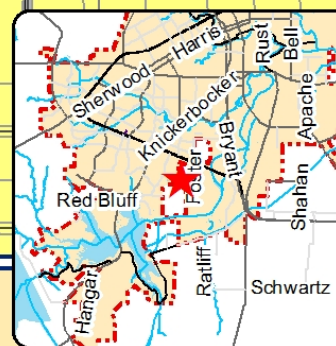
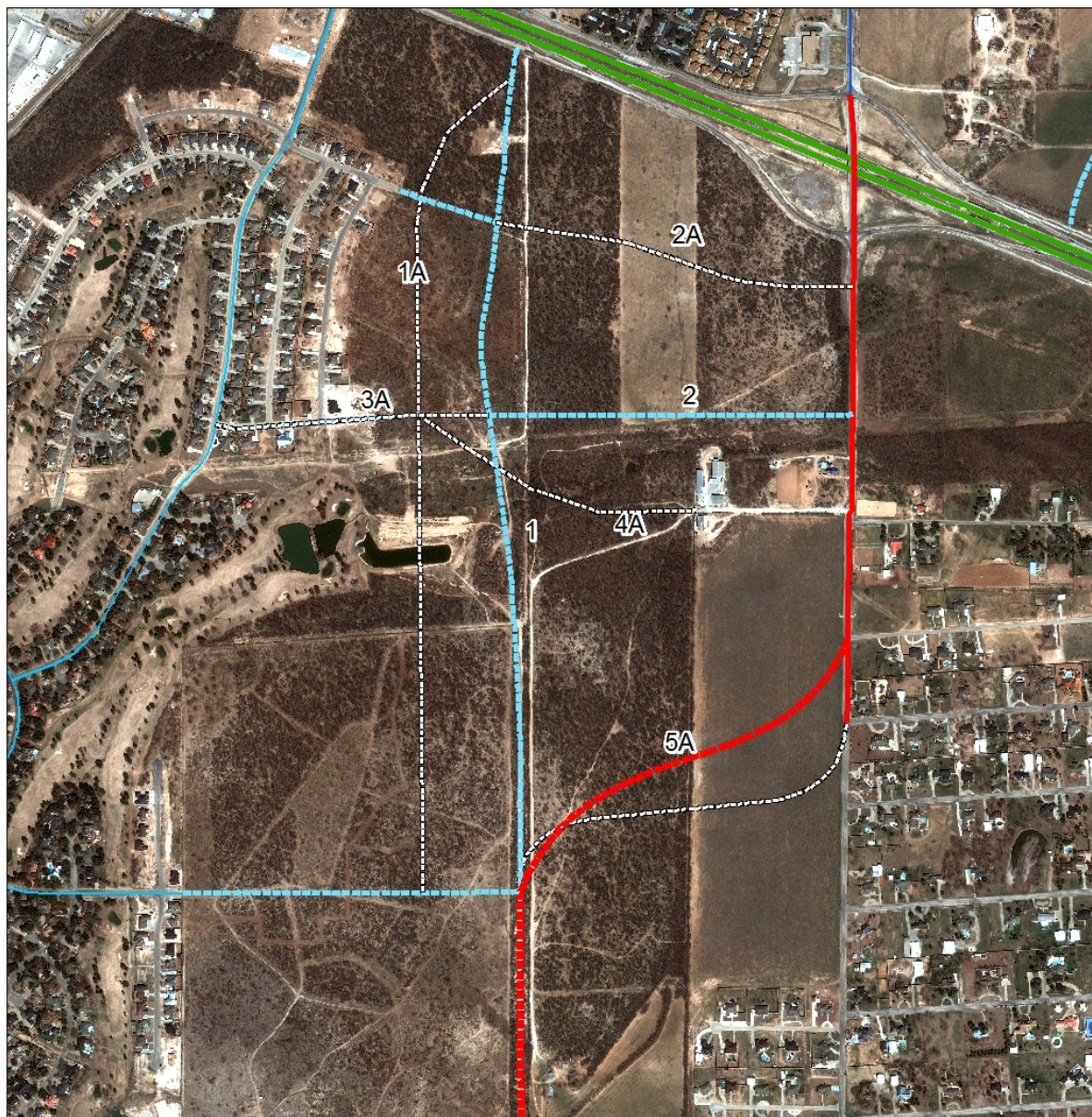




Photo of Site



Bentwood Area Future Thoroughfare Adjustments



- Future Freeway
- Removed Segments
- Future Major Arterial
- Future Minor Arterial
- Future Major Collector
- Future Minor Collector
- Future Parkway
- Freeway
- Major Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Parkway

Removed/Changed

- 1A Removed Future Minor Collector
- 2A Removed Future Minor Collector
- 3A Removed Minor Collector
- 4A Removed Future Minor Collector
- 5A Aligned Future Minor Arterial

Added

- 1 Future Minor Collector
- 2 Future Minor Collector

1 inch = 0.13 miles



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS AMENDING THE MASTER THOROUGHFARE PLAN AND MAP OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of San Angelo is a Home Rule municipal corporation operating under a municipal charter adopted as authorized by Article XI, Section 5 of the Texas Constitution; and,

WHEREAS, in 2003, pursuant to the authority under Chapter 213 of the Texas Local Government Code, the City of San Angelo adopted a Comprehensive Plan for promoting the long range sound development of the City and promoting public health, safety and welfare, updated in 2009 with the adoption of a strategic plan; and,

WHEREAS, the Comprehensive Plan includes the Major Thoroughfare Plan (MTP) and map; and,

WHEREAS, the City Planning and Development Services Department has conducted an analysis of existing and proposed land uses; existing collector streets, arterial streets and highways; and the needs for north-south and east-west routes and connectivity within the City; and,

WHEREAS, as a result of its analysis the City Planning and Development Services Department proposes amendment to the MTP and map as set forth in Exhibit "A" to this Resolution, necessary to achieve connectivity to existing and proposed roadways and access to all parcels that will aid in orderly development; and,

WHEREAS, the proposed amendment has been evaluated and concurred with by the San Angelo Metropolitan Planning Organization (MPO) which voted to recommend its approval of the amendment to the MPO Policy Board; and,

WHEREAS, on September 18, 2017, the Planning Commission recommended approval of the proposed amendment to the MTP; and,

WHEREAS, proper notice of public hearing upon this ordinance has been posted in accordance with applicable law and City Council has conducted the necessary public hearing thereon;

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

Section 1. The recitals set forth above are deemed to be the findings and determinations made by the City Council and are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. The Major Thoroughfare Plan and map component of the Comprehensive Plan is hereby amended as set forth in **Exhibit "A"** to this Ordinance, as if fully set forth herein.

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

Section 4. This ordinance shall be effective from and after the date of its adoption.

INTRODUCED on the **19th day of September, 2017**, and finally PASSED,
APPROVED AND ADOPTED on this the **3rd day of October, 2017**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

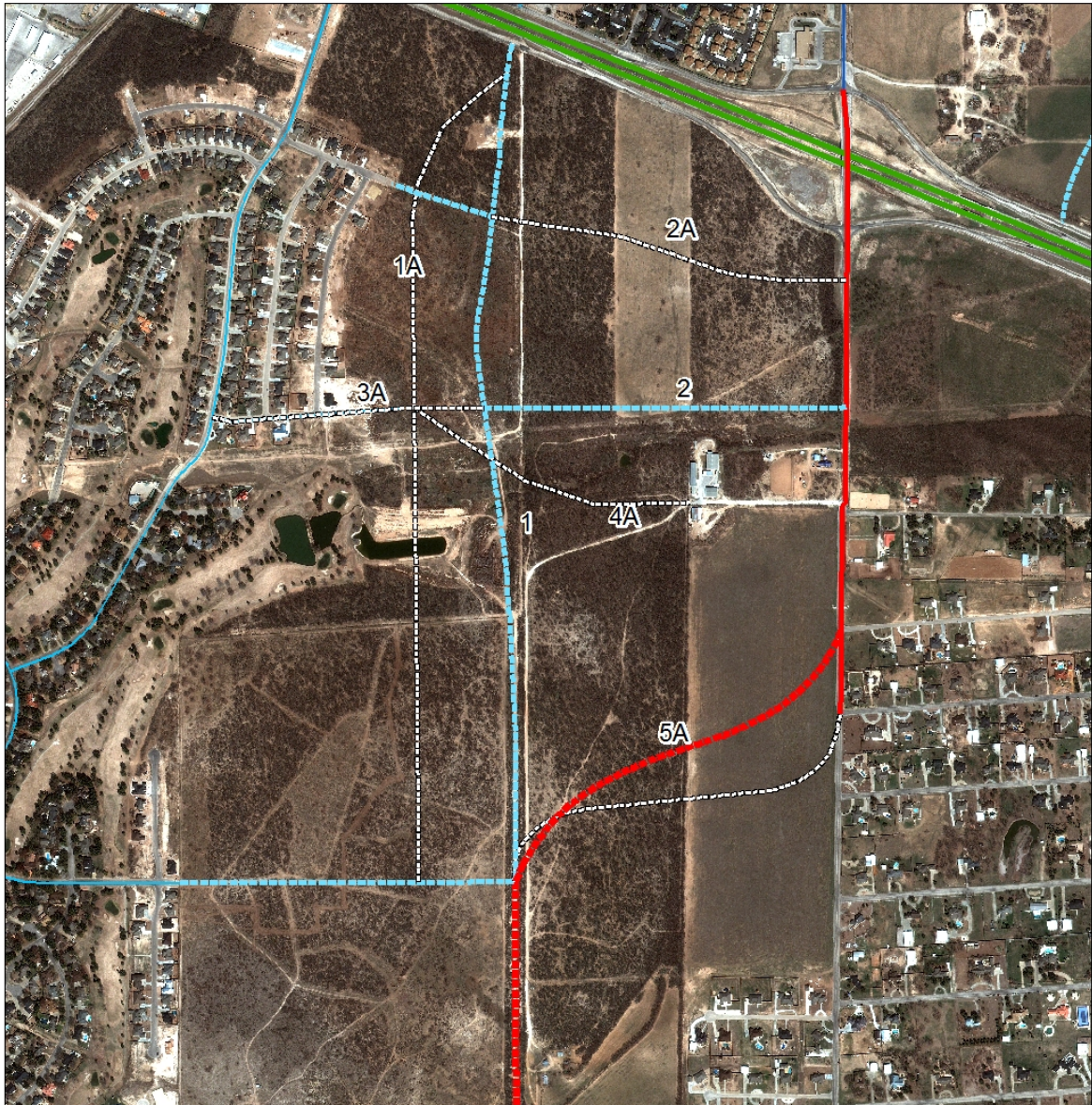
APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

EXHIBIT A

Bentwood Area Future Thoroughfare Adjustments



Future Freeway

Removed Segments

Future Major Arterial

Future Minor Arterial

Future Major Collector

Future Minor Collector

Future Parkway

Freeway

Major Arterial

Minor Arterial

Major Collector

Minor Collector

Parkway

Removed/Changed

1A Removed Future Minor Collector

2A Removed Future Minor Collector

3A Removed Minor Collector

4A Removed Future Minor Collector

5A Aligned Future Minor Arterial

Added

1 Future Minor Collector

2 Future Minor Collector

1 inch = 0.13 miles



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 3, 2017

Item type: Regular Item

Caption:

Appeal of the Planning Commission's denial of two variances associated with the Third Replat in Block Two, Sunset Ranch Estates, Section Two: (1) a variance from Chapter 10.III.A.1 to allow Grand Canal Road, a Collector Street, to maintain 50 feet of right-of-width in lieu of 60 feet and (2) a variance from Chapter 10.III.A.2 to allow Grand Canal Road, a Collector Street, to maintain 28 feet of paving width in lieu of 50 feet, on 3.795 acres generally located approximately 1,230 feet southwest from the intersection of South U.S. Highway 277 and Grand Canal Road - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The approved replat by the Planning Commission on August 21, 2017, divided 2.595 acres of Lot 17A of the Second Replat into two separate tracts fronting Grand Canal Road, and combined the remaining 0.5 acres of Lot 17A into Lot 16K of the First Replat fronting Clarice Court. As part of the approval, the Planning Commission denied the requested variances from minimum required right-of-way and paving width on Grand Canal Road. Chapter 1.IV.C.1 of the Land Development and Subdivision Ordinance allows a developer to appeal to City Council of action taken by the Planning Commission on a requested variance. On September 7, 2017, the developer of Lots 17C and 17D appealed the Planning Commission decisions on the requested variances from right-of-way and paving width requirements.

Financial Impact:

Granting these variances to allow substandard streets could result in additional costs to the City if these roads are expanded in the future to meet City standards, which would then be the responsibility of the City (and taxpayers) rather than the developer.

Other Information/Recommendation:

On August 21, 2017, the Planning Commission voted to APPROVE the Third Replat in Block Two, Sunset Ranch Estates, Section Two, denial of two variances, and setting aside two variances.

Commissioner Stribling made a Motion to APPROVE the Replat as presented, DENY the variance from Chapter 10.III.A.1 of the Subdivision Ordinance to maintain a 50-foot right-of-way on Grand Canal Road; DENY the variance from Chapter 10.III.A.2 of the Subdivision Ordinance to maintain a 28-foot paving width on Grand Canal Road; SET ASIDE a variance from Chapter 9.III.A.5 of the Subdivision Ordinance from dedication of street right-of-way and paving width improvements for Grand Canal Road, a Collector Street (redundant request); and SET ASIDE a variance from Chapter 9.V for a sidewalk on Grand Canal Road (not required). Commissioner Spano seconded the Motion. The Motion passed, 6-0.

At 10:12 a.m., Commissioner Farmer asked for permission to reconsider a motion for this item to request that Condition #5 requiring a drainage study be moved to the permitting stage, as he believed that was the intent of the original motion. Chairperson Priess concurred and a new motion was presented.

Commissioner Farmer made a new Motion to APPROVE the Replat, MODIFYING Condition #5 to allow the drainage study to be deferred to the permitting stage, DENY the variance from Chapter 10.III.A.1 of the Subdivision Ordinance to maintain a 50-foot right-of-way on Grand Canal Road; DENY the variance from Chapter 10.III.A.2 of the Subdivision Ordinance to maintain a 28-foot paving width on Grand Canal Road; SET ASIDE a variance from Chapter 9.III.A.5 of the Subdivision Ordinance from dedication of street right-of-way and paving width improvements for Grand Canal Road, a Collector Street (redundant request); and SET ASIDE a variance from Chapter 9.V for a sidewalk on Grand Canal Road (not required). Commissioner Spano seconded the Motion. The Motion passed, 6-0.

Attachments:

- 1. Staff Report PL_Sunset_Ranch_3rdReplat report (2).docx

Presentation:

Jon James

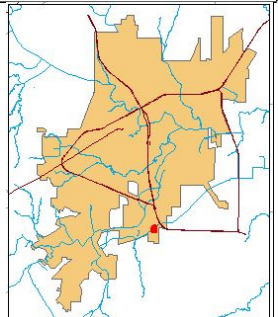
Approvals/Reviews:

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



CITY COUNCIL – October 3, 2017

STAFF REPORT

APPLICATION TYPE:		CASE:	
Planning Commission Appeal		Appeal of the Planning Commission's denial of two variances associated with the Third Replat in Block Two, Sunset Ranch Estates, Section Two: (1) a variance from Chapter 10.III.A.1 to allow Grand Canal Road, a Collector Street, to maintain 50 feet of right-of-width in lieu of 60 feet; and (2) a variance from Chapter 10.III.A.2 to allow Grand Canal Road, a Collector Street, to maintain 28 feet of paving width in lieu of the required 50 feet	
SYNOPSIS:			
The approved replat by the Planning Commission on August 21, 2017, divided 2.595 acres of Lot 17A of the Second Replat into two separate tracts fronting Grand Canal Road, and combined the remaining 0.5 acres of Lot 17A into Lot 16K of the First Replat fronting Clarice Court. As part of the approval, the Planning Commission denied the requested variances from minimum required right-of-way and paving width on Grand Canal Road. Chapter 1.IV.C.1 of the Land Development and Subdivision Ordinance allows a developer to appeal to City Council of action taken by the Planning Commission on a requested variance. On September 7, 2017, the developer of Lots 17C and 17D appealed the Planning Commission decisions on the requested variances from right-of-way and paving width requirements.			
LOCATION:		LEGAL DESCRIPTION:	
1245 Grand Canal Road and 6622 Clarice Road; generally located approximately 1,230 feet southwest from the intersection of South U.S. Highway 277 and Grand Canal Road		Being 3.795 acres of land comprised of Lot 17A, Second Replat in Block 2, Sunset Ranch Estates, Section Two, and Lot 16K, First Replat in Block 2, Sunset Ranch Estates.	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FLU:
SMD District: Tommy Hiebert (SMD#1) Neighborhood: Country Club		Lot 17C & 17D: OW North 0.5 ac Lot 16K1: OW South 0.7 ac Lot 16K1: RS-	SIZE: 3.795 acres
THOROUGHFARE PLAN:			
Grand Canal Road– Urban Collector Street Required: 60' right-of-way, 50' pavement Provided: 50' right-of-way, 28' pavement (variances of right-of-way and paving width denied and appealed) Clarice Court– Urban Local Street Required: 100' cul-de-sac diameter, 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk Provided: 100' cul-de-sac diameter, 50' right-of-way, 40' pavement and no sidewalk			
NOTIFICATIONS:			
On August 4, 2017, notification was published in the <i>San Angelo Standard-Times</i> , and 18 notifications were mailed to owners within a 200-foot radius as required for this replat. Staff received one response in support and zero in opposition. Notifications are not required for appeals to City Council.			
STAFF RECOMMENDATION:			
Staff recommends that City Council upholds the Planning Commission's DENIAL of (1) a variance from Chapter 10.III.A.1 to allow Grand Canal Road, a Collector Street, to maintain 50 feet of right-of-width in lieu of the required 60 feet and (2) a variance from Chapter 10.III.A.2 to allow Grand Canal Road, a Collector Street, to maintain 28 feet of paving width in lieu of the required 50 feet.			
PROPERTY OWNER/PETITIONER:			
Property Owner(s): Luke Burnett, William and Debra Taylor Agent: Herb Hooker, SKG Engineering, LLC			
STAFF CONTACT:			
Jeff Fisher, AICP Senior Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Additional Information:

As per Chapter 1.IV.C.1 of the Land Development and Subdivision Ordinance, the developer of Lots 17C and 17D has appealed to City Council the Planning Commission's denial of the requested variances from right-of-way (10.III.A.1) and paving width (10.III.A.2) requirements. In their appeal letter, the developer has outlined their reasons for appeal for each of the variances. For the right-of-way variance appeal, the developer has indicated that the additional 5-foot right-of-way dedication would require the relocation of their existing privacy fence and detention pond. For the paving width appeal, the applicant believes that the additional 11 feet of paving width would be counter-productive as this is the last unimproved lot on the 3,500-foot stretch of the south side of Grand Canal Road. The developer further indicates that the Federal Government owns the land to the north for an irrigation canal, and therefore, the north side of Grand Canal will not be developed.

Variances: As indicated above, the applicant has appealed the Planning Commission's denial of two variances from the Land Development and Subdivision Ordinance: a variance from Chapter 10.III.A.1 to allow Grand Canal Road, a Collector Street, to maintain 50 feet of right-of-width in lieu of the required 60 feet, and a variance from Chapter 10.III.A.2 to allow Grand Canal Road, a Collector Street, to maintain 28 feet of paving width in lieu of the required 50 feet. In accordance with Chapter 1, Section IV.A, the Planning Commission **shall not approve** a Variance unless the request meets the four criteria below based upon the evidence that is presented:

1. The granting of the Variance will not be detrimental to the public safety, health or welfare, or be injurious to other property.

As stated in their appeal letter, the developer has indicated that the additional 5-foot right-of-way dedication would require the relocation of their existing privacy fence and detention pond. In addition, they claim that because the Federal Government owns the land to the north for an irrigation canal, the north side of Grand Canal will likely not be developed. The developer also believes that the additional 11 feet of paving width would be counter-productive as this is the last unimproved lot on the 3,500-foot stretch of the south side of Grand Canal Road. Engineering Services and the Planning Division disagree for several reasons. First, Staff believes that previous Planning Commissions and City Councils had granted variances from right-of-way and paving improvements along this stretch of Grand Canal Road based on less intense development patterns at that time. The original Section 2 of Sunset Ranch Estates, approved by City Council on November 4, 1997, stretched 1,861 feet from Templin Road north to 1221 Grand Canal Road and had Lot 16 as a single 10.999-acre future development block and Lot 17 as a single 4.59-acre future development block. Council approved full variances from any right-of-way dedication or paving improvements at the time. By May 3, 2005, when City Council approved the First Replat, now Clarice Court, the 10.999-acre lot was divided into 14 additional lots, increasing the need for street improvements to service the new residential lots. In their 2005 decision, City Council concurred with Planning Staff's recommendations that the applicant had to pave one-half of the required paving width on the south side of Grand Canal Road adjacent to the plat. A variance was granted, however, from the additional right-of-way on the grounds that this could be obtained at a later date from the U.S. Government, which owns the irrigation canal property to the north. This, however, has not occurred, and the current right-of-way is deficient by 10 feet. Staff believes that without obtaining additional right-of-way along Grand Canal Road, it will be difficult to make necessary improvements to Grand Canal Road in future.

Engineering Services has indicated that the City has made paving improvements along Country Club Road, the southerly extension of Grand Canal Road, as well as Grand Canal Road in order to adequately serve the growing area. According to Engineering Services, these improvements were made in 2008-09. In addition, new development is occurring farther down on Country Club Road. As this development continues to grow, this will put additional strain on the existing road network resulting in the need to widen Grand Canal Road. Any current commitments for additional right-of-way or paving will reduce the burden on taxpayers to pay for additional right-of-way and paving improvements that will likely be required in future. The ordinance only requires an additional five feet of right-of-way along the south side of Grand Canal Road.

2. The conditions upon which the request for a Variance is based are unique to the property for which the Variance is sought and are not applicable generally to other property.

The applicant believes that the property is unique because it is in a developed area that has already been platted. Staff does not consider that being in an area surrounded by development creates uniqueness on its own. As stated above, previous Councils and Commissions had granted variances for street improvements where development patterns were less intense with lower lot yields. Granting more variances for this property would leave additional portions of Grand Canal deficient, requiring taxpayers to cover more improvements, in addition to already having to pay for patches of additional portions that were never fully built due to previous variances. Requiring the developer to pay their fair share of the required improvements is not only financially equitable, but is required by the Subdivision Ordinance. Providing the City with the additional 5 feet, or one-half of the 10 feet necessary for a required 60 feet of right-of-way, and the additional 11 feet or one-half of the required 22 feet needed to meet the standard of 50 feet of paving width on Grand Canal Road, will ensure that the road is built to adopted City Standards.

3. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out.

The applicant believes that existing topographical conditions, including drainage, would create an additional hardship to the owner. Engineering Services did not identify any constraints or drainage patterns that would create any additional hardship. Planning Staff does not see any other hardship in this case. The City typically requires developers to provide additional right-of-way and paving width where there are deficiencies to ensure that improvements are made and additional costs are not borne by the city or its residents.

4. The Variance will not, in any significant way, vary the provisions of applicable ordinances.

The applicant believes that the existing right-of-way and paving width already functions as a unified component of the surrounding neighborhood and commercial developments. Staff disagrees for the reasons stated above. As the area continues to expand and additional lots are platted or replatted, existing deficiencies would only be increased with another exception and another lost opportunity to make the necessary improvements on city streets.

Planning Commission Recommendation:

On August 21, 2017, the Planning Commission recommended **APPROVAL** of the Replat, **MODIFYING Condition #5** to allow the drainage study to be deferred to the permitting stage, **DENIED** the variance from Chapter 10.III.A.1 of the Subdivision Ordinance to maintain a 50-foot right-of-way on Grand Canal Road; **DENIED** the variance from Chapter 10.III.A.2 of the Subdivision Ordinance to maintain a 28-foot paving width on Grand Canal Road; **SET ASIDE** a variance from Chapter 9.III.A.5 of the Subdivision Ordinance from dedication of street right-of-way and paving width improvements for Grand Canal Road, a Collector Street (redundant request); and **SET ASIDE** a variance from Chapter 9.V for a sidewalk on Grand Canal Road (not required). The following is the complete excerpt of the minutes from the August 21, 2017, meeting for this case:

Jeff Fisher, Senior Planner, presented the proposed replat case. He explained that the applicant planned to divide the majority of the original Lot 17A fronting Grand Canal Road into two new lots zoned Office Warehouse (OW) and replat the remnant 0.5-acre property into a larger Lot 16K zoned Single-Family Residential (RS-1). Mr. Fisher outlined Staff's rationale for denial of the variance requests from providing additional right-of-way and paving width on Grand Canal Road. He explained that there was an increased lot yield in the area and this acted as a justification for the additional paving width on Grand Canal Road, a Collector Road. He also indicated that past right-of-way variances along Grand Canal Road were based on the assumption that the Federal Government, which owned land to the north, would dedicate some of this land to the City for right-of-way but that this never occurred.

Chairperson Priess opened the public comment portion of the hearing.

Russell Gully, with SKG Engineering, representing the applicant, indicated that his client would dedicate the additional five feet of required right-of-way but maintained his request for a variance from the additional 11 feet of paving width along Grand Canal Road. He stated that the City had made improvements to Grand Canal Road and Country Club Road from Highway 277 west to the City Limits sometime between 2008 and 2010, and that they had determined that the current width was appropriate. He reaffirmed his position that it would not be equitable to require the developer to make street improvements for only two additional lots. He also believed traffic would not significantly increase from the proposed replat.

Mr. Gully also asked that condition #5, requiring a drainage study, be deferred to the permitting stage, and that he was in agreement with Staff on condition #6 to clarify which lots will benefit from the access easement which he believed was Lot 17C.

Commissioner Stribling made a Motion to APPROVE the Replat as presented, DENY the variance from Chapter 10.III.A.1 of the Subdivision Ordinance to maintain a 50-foot right-of-way on Grand Canal Road; DENY the variance from Chapter 10.III.A.2 of the Subdivision Ordinance to maintain a 28-foot paving width on Grand Canal Road; SET ASIDE a variance from Chapter 9.III.A.5 of the Subdivision Ordinance from dedication of street right-of-way and paving width improvements for Grand Canal Road, a Collector Street (redundant request); and SET ASIDE a variance from Chapter 9.V for a sidewalk on Grand Canal Road (not required). Commissioner Spano seconded the Motion. The Motion passed, 6-0.

At 10:12 a.m., Commissioner Farmer asked for permission to reconsider a motion for this item to request that Condition #5 requiring a drainage study be moved to the permitting stage, as he believed that was the intent of the original motion. Chairperson Priess concurred and a new motion was presented.

Commissioner Farmer made a new Motion to APPROVE the Replat, MODIFYING Condition #5 to allow the drainage study to be deferred to the permitting stage, DENY the variance from Chapter 10.III.A.1 of the Subdivision Ordinance to maintain a 50-foot right-of-way on Grand Canal Road; DENY the variance from Chapter 10.III.A.2 of the Subdivision Ordinance to maintain a 28-foot paving width on Grand Canal Road; SET ASIDE a variance from Chapter 9.III.A.5 of the Subdivision Ordinance from dedication of street right-of-way and paving width improvements for Grand Canal Road, a Collector Street (redundant request); and SET ASIDE a variance from Chapter 9.V for a sidewalk on Grand Canal Road (not required). Commissioner Spano seconded the Motion. The Motion passed, 6-0.

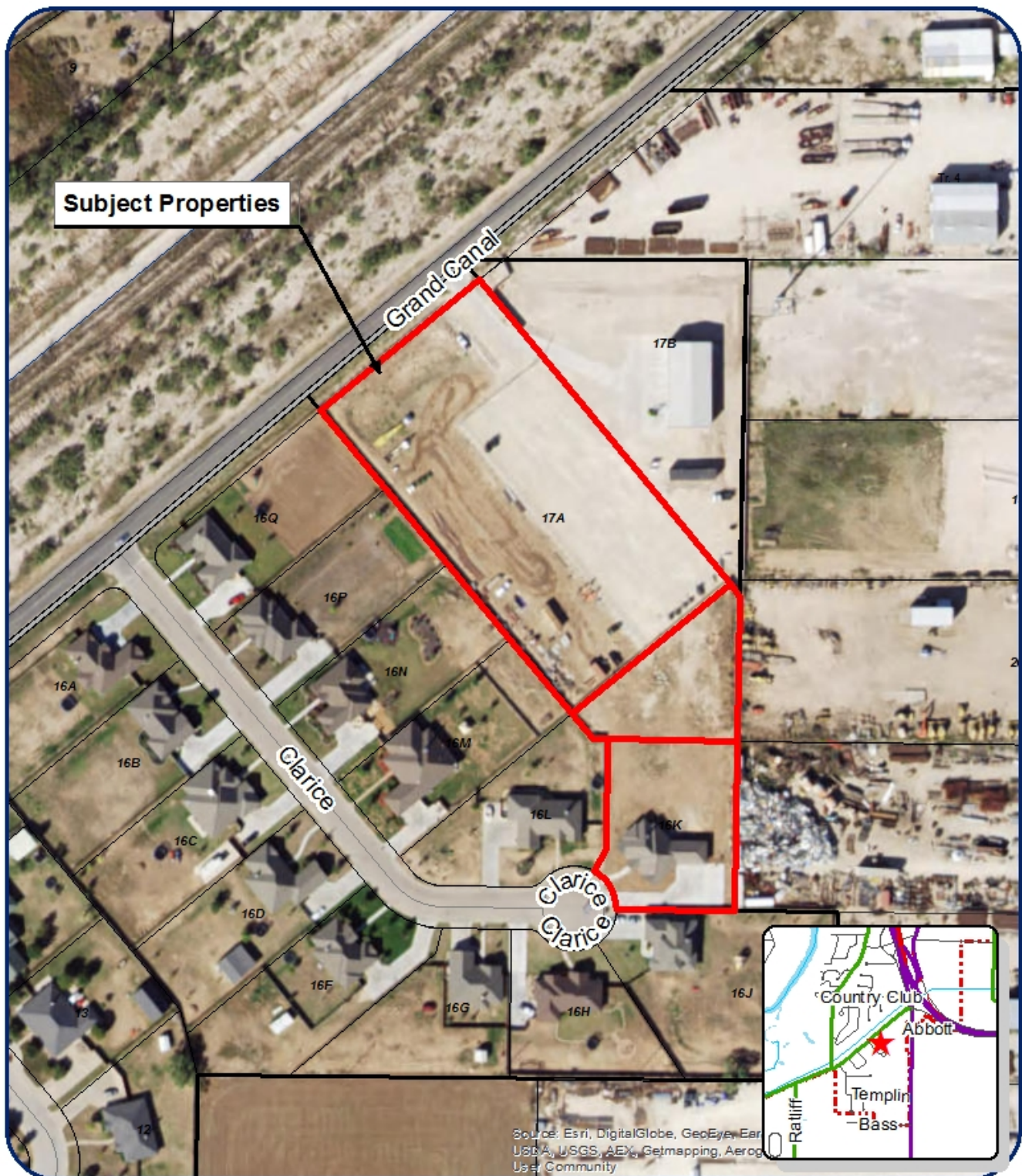
Recommendations: Staff recommends that City Council do the following:

DENY the appeal of the Planning Commission's denial of the variance from Chapter 10.III.A.1 to allow Grand Canal Road, a Collector Street, to maintain 50 feet of right-of-width in lieu of the required 60 feet; and,

DENY the appeal of the Planning Commission's denial of the variance from Chapter 10.III.A.2 to allow Grand Canal Road, a Collector Street, to maintain 28 feet of paving width in lieu of the required 50 feet;

Attachments:

- Aerial Map
- Future Land Use Map
- Zoning Map
- Existing Road Network Map
- Appeal Letter from Developer
- Approved Replat
- Application for Replat

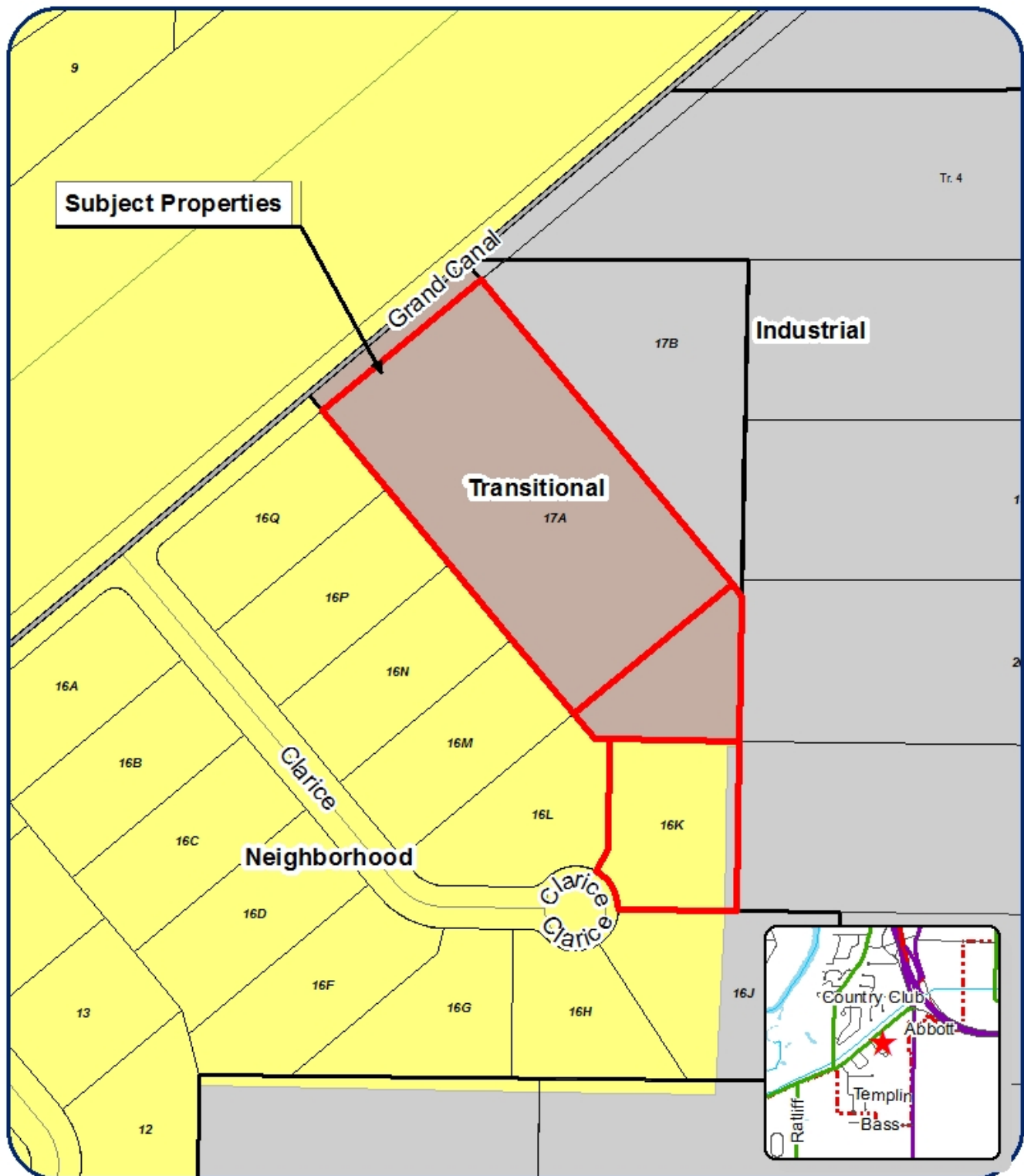


Subject Property: Lot 17A, 2nd Replat & Lot 16K, 1st Replat

Subject Properties: [REDACTED]
Current Zoning: Lot 17A: OW / Lot16K: RS-1
ed Zoning Change: N/A
Vision: Transitional



Staff Report – Appeal of Variances, Third Replat in Block Two, Sunset Ranch Estates, Section Two
October 3, 2017



Sunset Ranch Estates, Section Two

3rd Replat in Blk 2

Council District: Tommy Hiebert (SMD #1)

Neighborhood: Country Club

Scale: 1" approx. = 150 ft

Subject Property: Lot 17A, 2nd Replat & Lot 16K, 1st Replat

Legend

Subject Properties: —

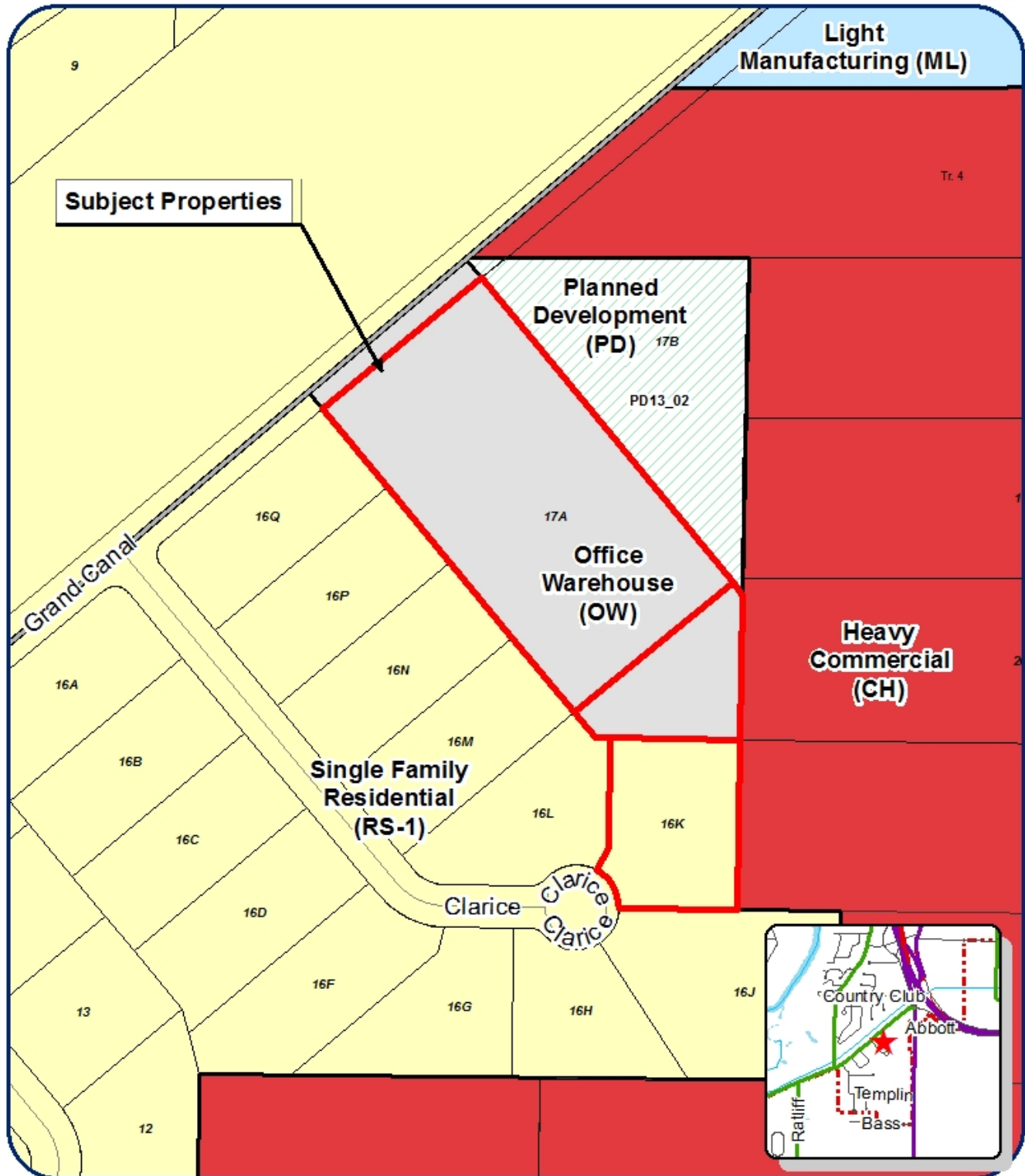
Current Zoning: Lot 17A: OW / Lot 16K: RS-1

Requested Zoning Change: N/A

Vision: Transitional



Staff Report – Appeal of Variances, Third Replat in Block Two, Sunset Ranch Estates, Section Two
October 3, 2017



Sunset Ranch Estates, Section Two

3rd Replat in Blk 2

Council District: Tommy Hiebert (SMD #1)

Neighborhood: Country Club

Scale: 1" approx. = 150 ft

Subject Property: Lot 17A, 2nd Replat & Lot 16K, 1st Replat

Legend

Subject Properties:

Current Zoning: Lot 17A: OW / Lot 16K: RS-1

Requested Zoning Change: N/A

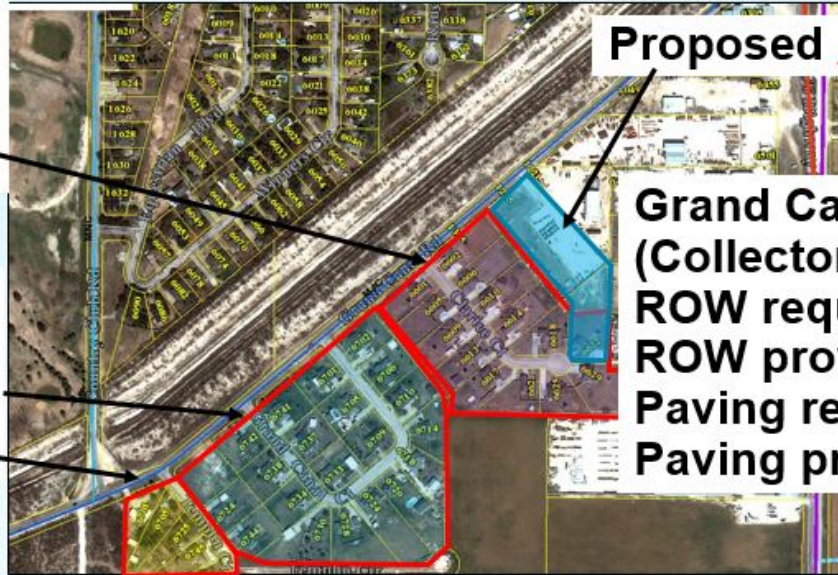
Vision: Transitional



Existing Road Network

**R.O.W. full
variance
($\frac{1}{2}$ paving
required)**

**R.O.W.
and
paving full
variances**



Proposed replat

**Grand Canal Rd
(Collector Street)
ROW required: 60'
ROW provided: 50'
Paving required: 50'
Paving provided: 28'**



Fisher, Jeff

From: Luke Burnett <lukelburnett@gmail.com>
Sent: Thursday, September 7, 2017 12:01 PM
To: Fisher, Jeff
Cc: Loren Edwards
Subject: Fwd: Appeal third replace block 2 sunset ranch estates sec 2

Luke L. Burnett

Appeal Third replat block 2 Sunset Ranch Estates Sec2

>>

>> I would like to appeal the planning commissions 8-21-2017 denial for variances changes to the City Council.

>>

>> Item 10.III.A.1. The right away to be widened by 10' 5' on proposed lot will required the relocation of the fences and detention pond on the proposed lot which but will not be necessary if the 10.III.A.2 isn't required

>>

>> Item 10.III.A.2 The requirement to widen the road by 22 feet 11 feet being my responsibility. Under normal conditions the owner of the property on the other side of the road would be required to widen their side upon future improvements to said adjacent land. In this particular case that will never happen since the land is owned by the federal government for the irrigation canal system for the area. According to the water district in charge of managing the canal there are no plans do away with the canal or its use to local farmers.

>>

>> Recent (within the last few years). This recently finished division share the same properties lines as the proposed lot and those lots will not be redeveloped anytime in the foreseeable future. So an addition 11 foot of paving on 196' of roadway will be of no use to anyone.

>> This is the last unimproved lot on Grand Canal in this section of the road. The widening of 196' of the 3500' of the roadway seems counter productive and a waste of resources.

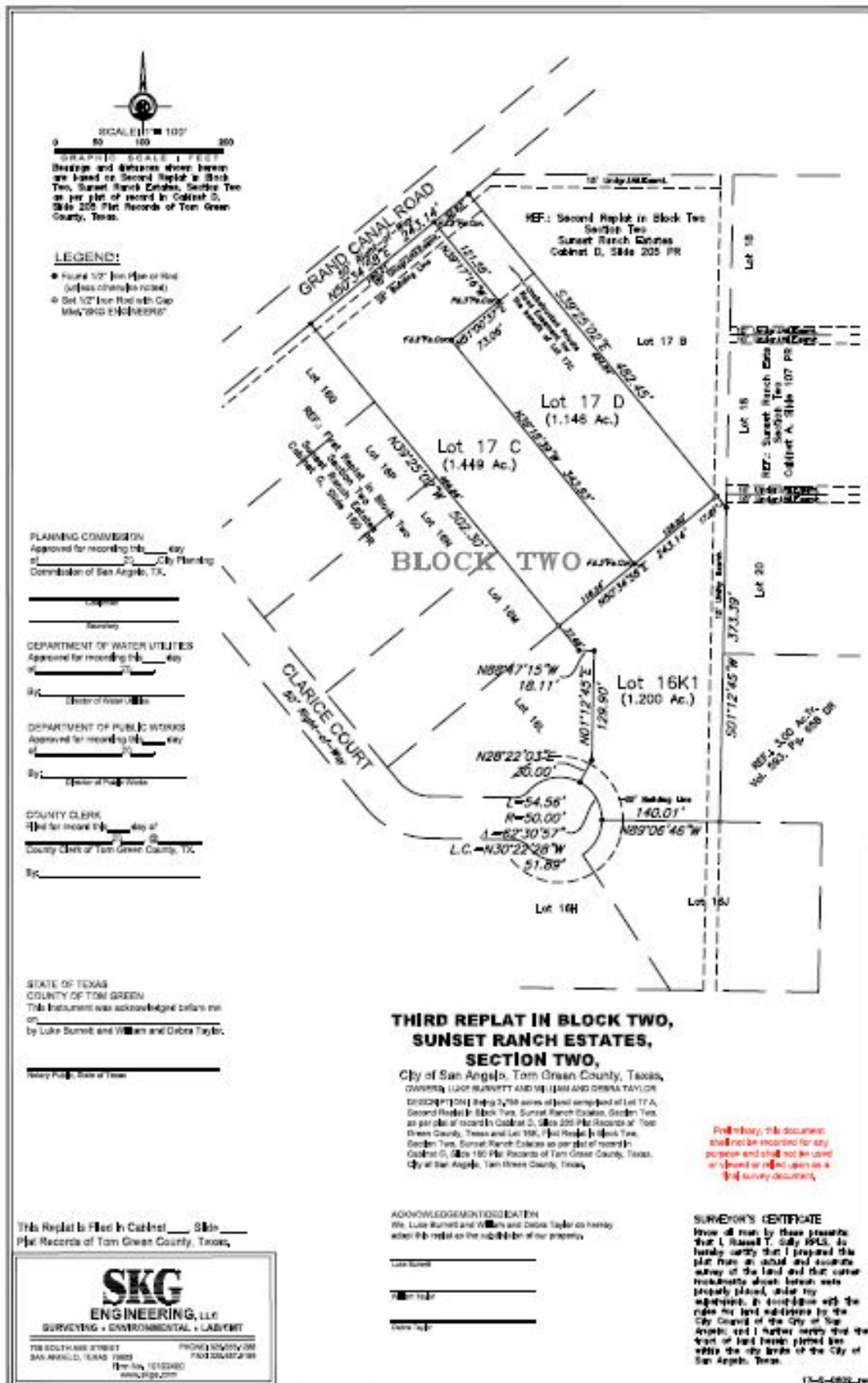
>>

>> I also understand planning commission doesn't take expenditure into consideration when making descisions. As a business owner and tax payer I do. The expense to meet these requirements makes the property basically unsellable because the price per sqft is more than triples what the market will handle. In turn a vacant lot sits and stays undeveloped generating much less property tax for the city and county.

Thank You!!!

Luke L. Burnett

Staff Report – Appeal of Variances, Third Replat in Block Two, Sunset Ranch Estates, Section Two
October 3, 2017



Staff Report – Appeal of Variances, Third Replat in Block Two, Sunset Ranch Estates, Section Two
October 3, 2017



City of San Angelo, Texas - Planning
Land Subdivision Application



NOTE: Incomplete applications will not be accepted. All required fields must be filled in adequately. The Authorized Representative (as designated in Section 1) will be notified of any changes in status & contacted with any questions. Use "N/A" where an item is not applicable.

Section 1: Basic Information

Third Replat in Block Two, Sunset Ranch Estates, Section Two

Proposed Subdivision Name

Lot 17 A, Second Replat in Blk. Two, Sec. Two and Lot 16K, First Replat in Blk. Two, Sec. Two, Sunset Ranch Estates

Current Legal Description (can be found on property tax statement or at www.tomgreencad.com)

65-73600-0002-017-00, 65-73600-0002-017-50, 65-73600-0002-016-40

Tax ID Number(s) (can be found on property tax statement or at www.tomgreencad.com under Geographic ID)

One Authorized Representative must be selected below. All communications regarding this application will be conducted with this individual.

Authorized Representative: ☐ Tenant ☐ Property Owner ☐ Contractor ☒ Engineer

Tenant:

Name	Phone Number	Email Address
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Property Owner:	Luke Burnett & William & Debra Taylor	234-2698(Luke) 212-8061(William)	lukeburnett@wcc.net
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Name	Phone Number	Email Address
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Architect/Engineer/Design Professional:	SKG Engineering	325-655-1288	herbh@skge.com
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Name	Phone Number	Email Address
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Subdivision Type: ☐ Final Plat ☒ Replat - requiring Planning Commission approval ☐ Plat Vacation
☐ Preliminary Plat ☐ Replat - administratively eligible* ☐ Amended Plat

*If claiming eligibility for administrative approval, please note that **all of the following criteria** must be met; otherwise, the application will be scheduled for hearing by Planning Commission according to the adopted COSA submittal schedule.

- includes no more than four new lots or tracts;
- no dedication of land (including right-of-way, right-of-way expansion, corner clip dedication, etc) is required;
- all new lots or tracts front onto an existing public street right-of-way which is fully improved to City specifications;
- no extension of water or sewer mains are required to furnish service to the new lots or tracts;
- there is an absence of need for a detailed drainage plan;
- existing easement(s) for utilities are not removed or realigned without the express written permission from each utility service, or without the formalized release of said easement(s); and,
- in the case of replats requiring notification, no written opposition is received before the close of the public hearing.

Section 2: Utility & Easement Information

Water: ☐ City - requesting new services Proposed size? _____
☒ City - utilizing existing services Existing size? 5/8" _____
☐ Other Please specify: _____

Sewer: ☐ City - requesting new services Proposed size? _____
☐ City - utilizing existing services Existing size? _____
☐ Other Please specify: _____
☒ Septic System Lot size? < 0.5 Ac. _____

(NOTE: Please see Tom Green County Health Department for Septic System Permit 325-658-1024)

Are any off-site drainage, access or other types of easements necessary for this subdivision? ☐ Yes ☒ No

If yes, briefly describe each, including the use and size: _____

Staff Report – Appeal of Variances, Third Replat in Block Two, Sunset Ranch Estates, Section Two
October 3, 2017

Section 3: Property Characteristics	
3.795	3
Total Acreage of Proposed Subdivision/Resubdivision	Total Number of Lots Proposed
Existing Zoning:	
☒ RS-1 ☐ RS-2 ☐ RS-3 ☐ RM-1 ☐ RM-2 ☐ PD (include case number: _____) ☐ R&E ☐ CN ☐ CO ☐ CG ☐ CG/CH ☐ CBD ☒ OW ☐ ML ☐ MH	
Has the zoning or deed restrictions for this property limited each lot to no more than two dwelling units? ☐ Yes ☒ No	
*NOTE: If so, notification is required, and an additional notification fee is required.	
Existing Land Use (Include the number of acres devoted to this use):	
☒ Vacant 2.595 ☒ Single-Family Residential 1.200 ☐ Office _____ ☐ Multi-Family Residential _____ ☐ Industrial/Manufacturing _____ ☐ Commercial/Retail _____	
Proposed Land Use (Include the number of acres devoted to this use):	
☐ Vacant _____ ☒ Single-Family Residential 1.200 ☒ Office 2.595 ☐ Multi-Family Residential _____ ☐ Industrial/Manufacturing _____ ☐ Commercial/Retail _____	
Are there existing structures on the property? ☒ Yes ☐ No	
If yes, how many structures exist? 1 What type of structures exist currently? Residence	
If yes, are any of the structures planned to remain? ☒ Yes (NOTE: requires one copy of proposed plat showing structures to remain) ☐ No	
Are there existing deed restrictions? ☐ Yes ☒ No	
If yes, provide deed reference information: _____	
Is this proposed plat within the ETJ? ☐ Yes ☒ No	
*NOTE: The ETJ (Extra-Territorial Jurisdiction) is an area outside the City limits but encompassing all land within 3 1/4 miles of it.	

Section 4: Variance Requests	
Are any variances for this application being requested? ☒ Yes ☐ No	
If yes, provide all of the following information:	
Request 1: Section & subsection from Subdivision Ordinance from which variance is requested: Ch.9, Sec.III.A.5 & Sec.V & Ch.10, Sec.III.A.1&2	
☒ Full variance requested ☐ Partial variance requested (proposed variation from standard): _____	
Check which of the following criteria apply, & include a detailed explanation of how each item applies to this request. Attach additional sheets if necessary to provide more explanation, or if additional variances are requested.	
☐ The granting of the variance will not be detrimental to the public safety, health or welfare, or be injurious to other property. The granting of this variance would not be detrimental to the public safety, health or welfare, or be injurious to other property as this is an existing, functional, roadway and ROW (in use). A sidewalk in this area would not be used and the short lot frontage would effect no benefit of the sidewalk.	
☐ The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property. The conditions on which this request for variance are based are unique to this property in that it exists in a developed area with commercial/industrial uses to the north and residential uses to the south. All the land in this area has been platted and further replats would not be anticipated.	

Staff Report – Appeal of Variances, Third Replat in Block Two, Sunset Ranch Estates, Section Two
October 3, 2017

Section 4, continued

☐ Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out.

Due to the physical surroundings and topographical conditions including existing drainage, a particular hardship to the owner would result, along with incompatible development conditions.

☐ The variance will not, in any significant way, vary the provisions of applicable ordinances.

Approval of these variances will not, in any significant way, vary the provisions of the applicable ordinances because the existing, developed, conditions embrace the ROW, pavement, and no sidewalks that presently function as a unified component of the existing neighborhood/commercial uses as viable examples of their function with respect to the ordinances.

The owner understands that upon approval of this submitted plat, certain site improvements may be required and that no plats will be released for recording or building permits issued until such improvements are installed and accepted by the City or a suitable performance guarantee is/has been accepted by the City. Furthermore, the owner is aware of all fees and costs involved in applying for subdivision approval and that the subdivision processing fee is payable to the City regardless of the outcome of this request. Lastly, the owner/representative agree to provide recording information of the plat in writing within seven calendar days, as required by Chapter 7.11 of the Subdivision Ordinance.

The undersigned hereby applies for subdivision plat approval in accordance with the subdivision policies and regulations of the City of San Angelo and certifies that the information contained on this application is true and accurate to the best of my knowledge.

Bill Taylor for Debbie J. Taylor
Owner's Signature

7-25-17
Date

Paul Hook
Representative's Signature

7/26/2017
Date

FOR OFFICE USE ONLY:

Submitted to front desk: 7/25/17 Date Deemed preliminary complete: 3:28pm 7/25/17 Date Time Initials gf

Received by Development Services Technician for completeness review: 3:28pm 7/25/17 Date Time Initials gf

Completeness review passed? ☒ Yes 7/25/17 Date ☐ No _____ Date

If yes, when was application scheduled for staff review, if applicable? 8/2/17 Date Initials gf

If no, when was rejection & list of deficiencies (attach copy) sent to Authorized Representative? _____ Date Initials _____

Resubmittal received by Development Services Technician for completeness review: _____ Date Initials _____

Completeness review passed? (Note: If resubmittal still incomplete after a second review, schedule appointment with Authorized Representative.)

☐ Yes _____ Date ☐ No _____ Date

Approvals required for this application:

Administrative Approval

Planning Commission

City Council (cases with appeal)

Approval Date

Case Number

Notes

_____	_____	_____
_____	_____	_____
_____	_____	_____



FRONTAL ELEVATION
FIRE STATIONS 5 & 7
CITY OF SAN ANGELO



 GARY DONALDSON ARCHITECTURE
ARCHITECTURE - FACILITIES PLANNING
804 TURNER STREET - SAN ANGELO, TX 76901





REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 3, 2017

Item type: Regular Item

Caption:

Second reading and public hearing of an ordinance for the vacation and abandonment of a 0.642-acre (28,000-square feet) segment of the South Marie Street public right-of-way generally located between Bryan Street and Roosevelt Street - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The applicant has requested the vacation and abandonment of a 70-foot wide by 400-foot long portion of South Marie Street, comprising a total of 28,000 square feet (0.642 acres) immediately east of their property. The applicant's intent is to use this space for an additional driveway, parking and deliveries to the site. This portion of South Marie Street extends in a north-south direction 400 feet between Bryan Street to the north and Roosevelt Street to the south. The street is identified as a local street in the City's Master Thoroughfare Plan (MTP) and has a caliche surface. At present, this portion of South Marie Street extends an additional 400 feet north as a dirt road to Culberson Street.

Financial Impact:

N/A

Other Information/Recommendation:

On August 21, 2017, the Planning Commission recommended APPROVAL of the proposed vacation and abandonment of the subject portion of South Marie Street, REMOVING both the original Condition #1 requiring a replat of the abandoned area with the adjacent property, and the original Condition #4 requiring a rezoning for a portion of the abandoned area. Commissioner Farmer made a Motion to recommend APPROVAL of the proposed vacation and abandonment of the subject portion of South Marie Street, REMOVING Conditions #1 and #4. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

On September 19, 2017, City Council voted to APPROVE the proposed r-o-w abandonment, subject to the modified Conditions presented by staff. After some discussion, Council directed staff to place the item on the next City Council meeting under the Regular Agenda so that further discussion could take place.

Staff's recommendation is to APPROVE the proposed r-o-w abandonment, subject to four Conditions, including the requirement to replat the subject properties.

Attachments:

1. Staff Report PL_S_MARIE_ST_ABANDON_STAFF_RPT_REDLINE (FINAL - OCT 3).docx
2. Draft Ordinance 17-352_PL_S_MARIE_ST_ABANDON_ORD (FINAL).docx

Presentation:

Jon James

Approvals/Reviews:

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



CITY COUNCIL – October 3, 2017

STAFF REPORT

APPLICATION TYPE:		CASE:	
Street Right-of-Way Abandonment		Street Right-of-Way Abandonment: Talk O' Texas Brands, Inc.	
SYNOPSIS:			
The applicant has requested the vacation and abandonment of a 70-foot wide by 400-foot long portion of South Marie Street, comprising a total of 28,000 square feet (0.642 acres) immediately east of their property. The applicant's intent is to use this space for an additional driveway, parking and deliveries to the site. This portion of South Marie Street extends in a north-south direction 400 feet between Bryan Street to the north and Roosevelt Street to the south. The street is identified as a local street in the City's Master Thoroughfare Plan (MTP) and has a caliche surface. At present, this portion of South Marie Street extends an additional 400 feet north as a dirt road to Culberson Street (See additional information below).			
LOCATION:		LEGAL DESCRIPTION:	
South portion of South Marie Street between Bryan Street and Roosevelt Street		Being a 28,000-square foot (0.642-acre) portion of an urban local street located immediately east of Block 13 in the Carruthers Addition to San Angelo, comprising a width of 70 feet and a length of	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FLU:
West Half: SMD District #3 – Harry Thomas East Half: SMD #4 – Lucy Gonzales Fort Concho Neighborhood		West half: CG/CH – General Commercial/ Heavy Commercial East half: RS-1 - Single-Family Residential	West half: C – Commercial East half: I – Industrial
		SIZE:	
		28,000 square feet (0.642 acres)	
THOROUGHFARE PLAN:			
South Marie Street – Urban Local Street Required: 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk Provided: 70' right-of-way, 24' unpaved (caliche) and no sidewalk Roosevelt Street – Urban Arterial Street Required: 80' right-of-way, 64' pavement Provided: 100' right-of-way, 32' pavement Bryan Street – Urban Local Street Required: 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk Provided: 100' right-of-way, 40' caliche			
NOTIFICATIONS:			
4 notifications mailed within 200-foot radius on August 10, 2017, as required. As of August 28, 2017, there was one letter received in support, and zero received in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the Street Right-of-Way Abandonment request, subject to the four Conditions of Approval described below.			
PROPERTY OWNER/PETITIONER:			
<i>Adjacent Property Owners: Albert Ricci and Mary Brown</i> <i>Applicant: Erica Carter, SKG Engineering, LLC on behalf of Ricci/Brown (Talk O' Texas Brands, Inc)</i>			
STAFF CONTACT:			
Jeff Fisher, Senior Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Additional Information:

Planning Staff circulated all relevant municipal departments, as well as public and private utility companies and there were no responses in opposition to the request. The Fire Prevention Division will require, as a condition of approval, that a minimum 20-foot fire lane be installed along the east side of the building within the South Marie Street proposed abandonment area for fire safety. This portion of South Marie Street has a 70-foot right-of-way and a minimum paving width (caliche surface) of 24 feet at its narrowest point. This would allow sufficient space for future parking and maneuvering area, with the latter acting as the future fire lane which would require a minimum of 24-feet for two-way traffic as per Section 511.G. of the Zoning Ordinance.

Additional conditions will include a replat of the abandoned portion of the street into the adjacent lot, and payment of the City's assessment formula for the abandoned area. The applicant has expressed interest in obtaining the entire 0.642-acre abandonment area, and the City, which owns the property immediately to the east, has no interest in acquiring half of the abandoned area as an abutting property owner. Therefore, the applicant will be required to pay the full assessed value of the abandoned area, to be determined by the City's Real Estate Division.

At the August 21, 2017, Planning Commission Meeting, Planning Staff recommended removal of the original Condition #4 which required a rezoning of a portion of the abandoned street zoned RS-1 to CG/CH, consistent with the CG/CH zone on the applicant's (Talk O'Texas) adjacent property. Whereas the applicant intends to acquire the entire abandoned portion of the street, it was determined by the Planning Director and Legal Services that a rezoning would not be required as the entire vacated abandoned area would inevitably be acquired by the same owner. The Planning Commission concurred and recommended approval, removing this condition (see below).

Analysis:

Planning Staff reviewed all relevant case history, relevant ordinances and policies, and conducted a site visit to the property on August 15, 2017, to determine the appropriateness of abandoning the said public street right-of-way.

Site Analysis and Traffic Circulation Patterns

Planning Staff does not believe existing or anticipated traffic patterns would be negatively affected if the subject portion of South Marie Street between Bryan Street and Roosevelt Street is closed. At present, this portion of South Marie Street acts as a rear yard for the existing Talk O' Texas okra pickle bottling facility. Surrounding properties use alternate streets for access and do not appear to utilize this portion of South Marie Street. The storage facility to the north has access from North Bell Street and the two residential properties to the north are accessed from Culberson Street as the portion of South Marie Street north of the proposed abandonment is a dirt road in poor condition. As discussed previously, the City owns the vacant property to the east. At this time, the City has not expressed any plans to develop this property. The Planned Development (PD09-01) boundary for the future expansion of the City Maintenance Facility is located further southeast, and does not include the City's property east of the abandonment. Should the City decide to develop this lot or sell in future, access could be provided from Roosevelt Street, which is designated as a future Arterial Road in the Master Thoroughfare Plan (MTP). For these reasons, Staff believe closing this portion of South Marie Street would not have any detrimental effects as this portion does not appear to be used by any surrounding property owner, except for the applicant who intends to acquire, pave, and maintain it. Staff does not believe this portion of Marie Street provides any public benefit. Closing and abandoning this portion of the street would also save the city maintenance expense and any future cost related to upgrade of the street.

Case History

Planning Staff reviewed past case history pertaining to the subject street portion. On July 14, 1975, the Planning Commission denied a request to abandon the full length of South Marie Street from Culberson Street to Roosevelt Street as well as the portion of Bryan Street between South Bell Street and South Marie Street. The City Engineer at that time cited water and sewer lines and circulation as grounds for denial. It was also referenced that this street was to provide access to an approved subdivision, Ricci Addition, which was approved but never recorded. Today, there are no water or sewer lines in this portion of South Marie Street, and the Ricci Addition was never approved. A future replat would still have abutting access from three streets – South Bell Street, Roosevelt Street, and Bryan Street, providing ample access alternatives. As mentioned, it appears that the development of this area has used other streets as main access points, and this portion of South Marie Street only provides access to Talk O’ Texas.

Relevant Ordinances and Policies

The proposed abandonment will not contravene any applicable City Ordinance. As conditions of approval, the applicant will be required to replat the abandoned tract into the Talk O’ Texas property thereby eliminating a remnant, unbuildable lot. The subject property complies with the minimum lot area, minimum depth, and minimum lot area requirements of the CG/CH Zoning where it is located.

Requirement to Replat

At the Planning Commission Meeting, the applicant expressed opposition to the requirement to replat the abandoned portion of South Marie Street into their abutting property, citing financial considerations and the requirements to make any necessary improvements. Staff believes it is imperative that a replat be required for several reasons:

Without the requirement to replat, the City and its taxpayers would be required to cover any additional improvements to the adjacent streets. For example, Roosevelt Street, which abuts the south side of the property, is an Arterial Road which is proposed to extend as a pivotal future Arterial Road connection to Rio Concho Drive, as outlined in the Master Thoroughfare Plan. It is currently only 32 feet wide and as an arterial road, requires a minimum of 64 feet of paving width. Since most of the land to the east and southeast where Roosevelt is planned to be extended is presently undeveloped, these lots will be required to dedicate the necessary paving width at the time of development. Without the requirement to plat, approximately 440 feet of Roosevelt Street would remain 32 feet wide, creating an irregular jog in the roadway and leading to potentially unsafe road conditions as the remainder is widened. In addition, Bryan Street, a Local Street which runs along the north property boundary, has the required 40-foot paving width but it only paved with a caliche surface. Chapter 10 of the San Angelo Land Development and Subdivision Ordinance requires streets to be paved with a hot mix asphalt. The remainder of Bryan Street is paved with asphalt and not requiring the property to be platted would leave a deficient street in place. Finally, the City is currently making improvements to North Bell Street including new sidewalks. Since most of the land along South Bell Street has already been platted, the City is using its own funds to make the necessary improvements. Staff is concerned that should the applicant be exempt from platting, the same result would occur along this property, leaving a deficient street width that the City would be required to fix later on – requiring these costs to be borne by the taxpayers of the City of San Angelo. The applicant does not appear to have a special circumstance in this case. It has been a consistent requirement that properties replat after a road abandonment. In addition, any final decision on whether or not to waive improvement requirements is a decision more appropriately made at the time of platting, rather than street abandonment.

Planning Commission Recommendation:

On August 21, 2017, the Planning Commission recommended **APPROVAL of the proposed vacation and abandonment of the subject portion of South Marie Street, REMOVING both the original Condition #1 requiring a replat of the abandoned area with the adjacent property, and the original Condition #4 requiring a rezoning for a portion of the abandoned area.** The following is the complete excerpt of the minutes from the August 21, 2017, meeting for this case:

Jeff Fisher, Senior Planner, presented the case. He displayed the subject area of the proposed street abandonment for the Planning Commission, being the south portion of South Marie Street between Bryan Street and Roosevelt Street. Mr. Fisher outlined Staff’s rationale for approval which included that the portion of the street to be abandoned is exclusively used by the adjacent landowner and proponent of the request, Talk O’ Texas as a rear yard to their pickle bottling facility. Mr. Fisher outlined current traffic patterns and explained that other properties are accessed from alternate streets and that there would be no negative impacts on adjacent properties if this portion of South Marie Street was abandoned. Mr. Fisher concluded his presentation by recommending three conditions of approval, but removing condition #4, no longer requiring a rezoning due to the applicant acquiring the full abandoned portion of the street. He explained that the CG/CH zoning would apply to the entire abandoned area, and therefore this condition was no longer required.

Russell Gully, SKG Engineering, LLC, representing the applicant, requested that Condition #1 requiring a replat be removed, as it would require the applicant to make all the improvements, which he believed would cost \$250,000. He further requested Staff to explain the legal basis for why a replat is required as a condition of the abandonment.

Jon James, Planning and Development Services Director, indicated that it had been Staff’s practice to require the abandoned street to be included in a replat with the adjacent property. He further explained, however, that the appropriate time to discuss street improvements was when the plat was submitted.

Dan Saluri, Deputy City Attorney, indicated that a condition requiring replatting was optional.

Mr. Gully cited the relevant section of Chapter 1 of the Subdivision Ordinance which he believed exempts an abandoned street from being required to be replatted.

Mr. James concurred with Mr. Gully that there was no specific provision requiring a street abandonment to be replatted, however, there was also no provision that stated that a condition could not be imposed requiring this area to be replatted with the adjacent property.

Rebeca Guerra, Planning Manager, stated that the abandoned area would be required to be platted only if a building permit is required on this land, but that Staff was requiring a replat as part of the approval to maintain one cohesive property.

Mr. James indicated that in order to maintain good land records, Staff was recommending that the abandoned portion be replatted with the adjacent property, but that this decision would ultimately be determined by the Planning Commission.

Commissioner Farmer stated that if the applicant submitted a replat, there would be no guarantee they would be given a variance from street improvements. Ms. Guerra affirmed this was correct.

Lance Overstreet, Assistant City Engineer, indicated that the City was not planning a significant widening of South Bell Street, but rather, the installation of a sidewalk. He indicated that the Engineering Department would likely support a variance from any improvements on South Bell Street given that funds are already available and improvements would be made in future.

Commissioner Farmer made a Motion to recommend **APPROVAL** of the proposed vacation and abandonment of the subject portion of South Marie Street, **REMOVING** Conditions #1 and #4. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

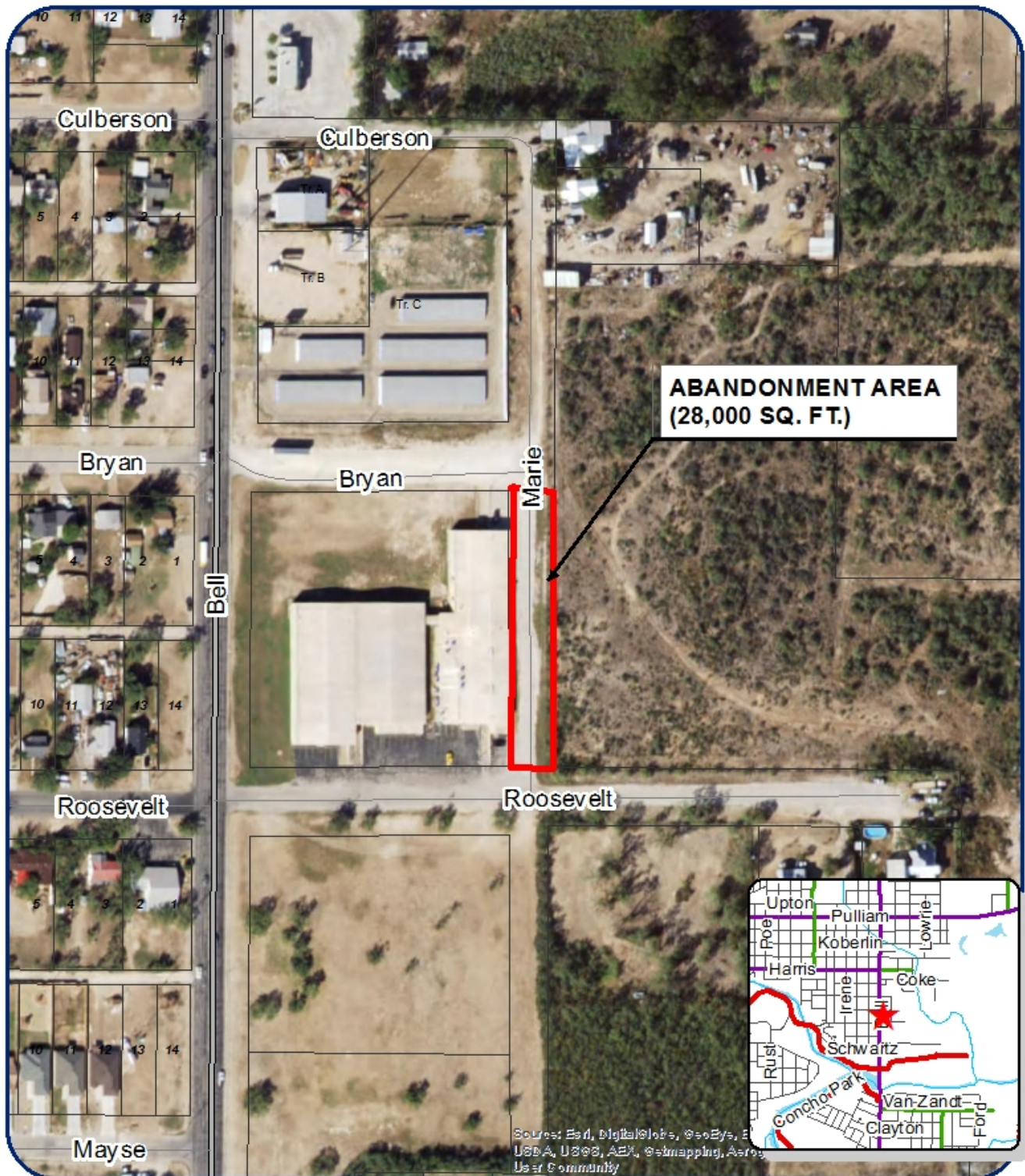
Recommendation:

Staff’s recommendation is for City Council to **APPROVE** the proposed vacation and abandonment of a 0.642-acre (28,000-square feet) segment of the South Marie Street public right-of-way, **subject to following four Conditions of Approval:**

1. Submit a subdivision replat of the Abutting Property absorbing the abandoned tract into the Abutting Property in compliance with requirements of the Land Subdivision Ordinance and recording a final replat. ← NOT RECOMMENDED BY PLANNING COMMISSION
2. Remit payment determined under the assessment formula outlined in the City Code of Ordinances, Appendix “A,” Fee Schedule, Section A9.008, for the entire abandoned area, totaling \$2,625.00.
3. Convey to the City of San Angelo a perpetual public sidewalk and utility easement parallel to the right-of-way of Bell Street, along the west boundary of the Abutting Property for which the City shall pay \$660.00.
4. Provide a 20-foot wide Fire Lane paved with two-course asphalt or concrete along the east side of the Abutting Property approved by the City of San Angelo Fire Marshal for emergency services access to the Abutting Property and neighboring properties. The fire lane shall be designated with a red line and white lettering as required by the applicable International Fire Code (IFC). If the fire lane extends more than 150 feet in length, a code compliant turnaround shall be provided, consistent with the IFC. ← NEW REQUIREMENT RECOMMENDED BY THE FIRE MARSHAL’S OFFICE

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Surrounding Area Map
Resident Letter
Roadway Abandonment Exhibit
Field Notes
Application



ROW (Street) Abandonment Case File

Talk O' Texas Brands Inc.

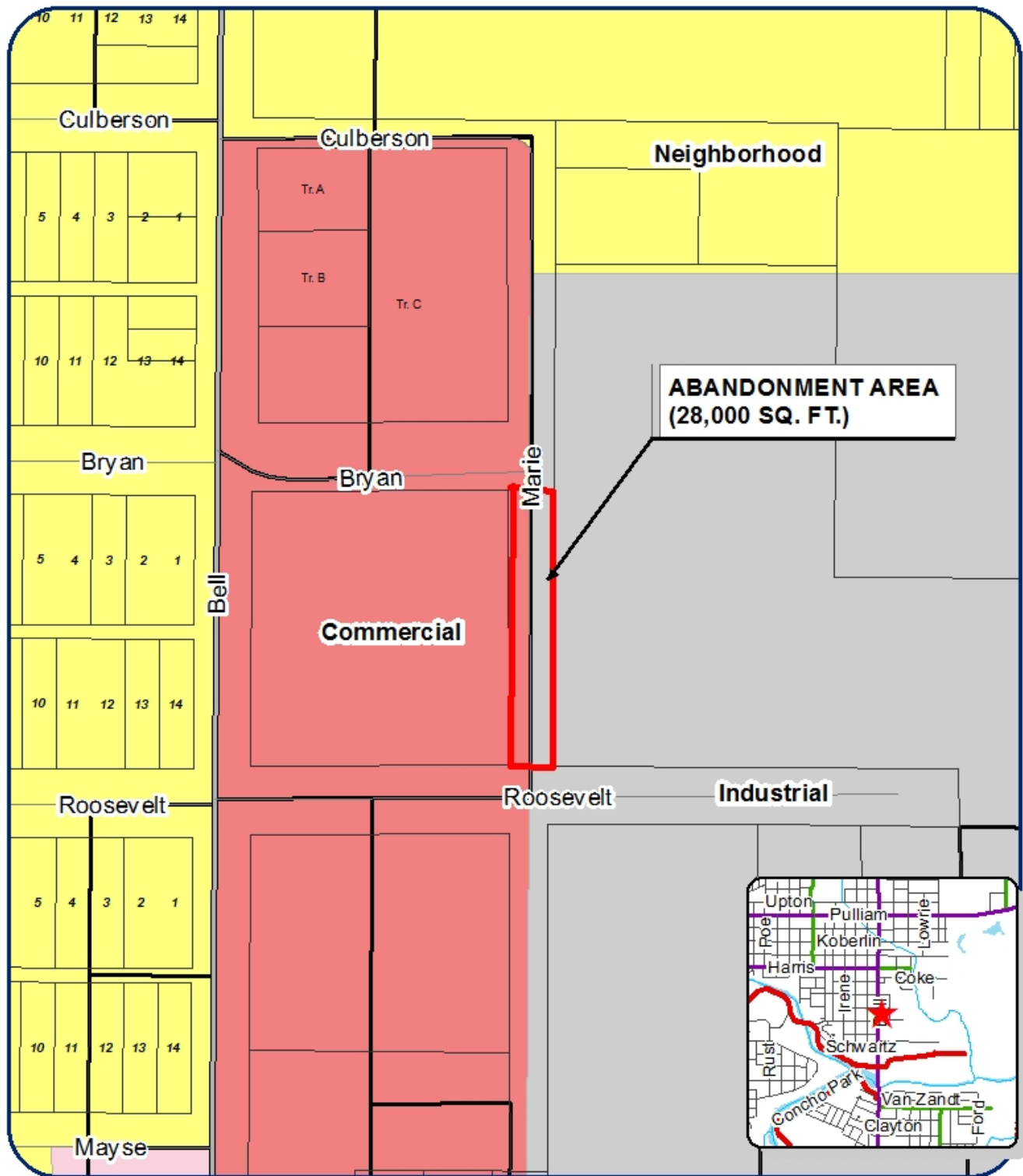
Council District: Thomas (SMD3)/Gonzales (SMD4)
 Neighborhood: Fort Concho East
 Scale: 1" approx. = 4,870 ft
 Subject Property: East of 1610 Roosevelt St.

Legend

Subject Properties: —
 Current Zoning: **CG/CH AND RS-1**
 Requested Zoning Change: **N/A**
 Vision: **Commercial and Industrial**



October 3, 2017

**ROW (Street) Abandonment Case File****Talk O' Texas Brands Inc.**

Council District: Thomas (SMD3)/Gonzales (SMD4)

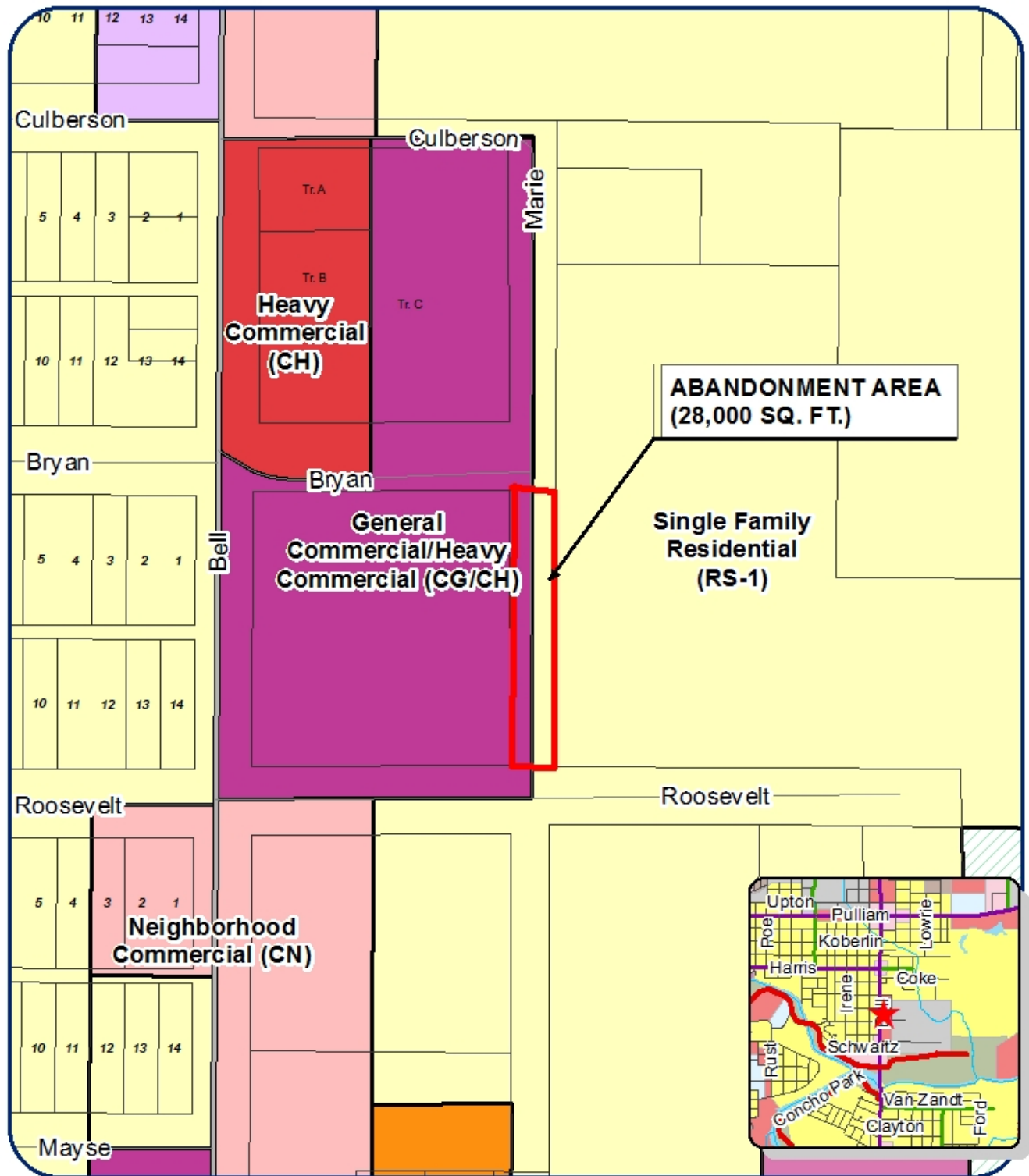
Neighborhood: Fort Concho East

Scale: 1" approx. = 4,870 ft

Subject Property: East of 1610 Roosevelt St.

LegendSubject Properties: —Current Zoning: CG/CH AND RS-1Requested Zoning Change: N/AVision: Commercial and Industrial

October 3, 2017

**ROW (Street) Abandonment Case File****Talk O' Texas Brands Inc.**

Council District: Thomas (SMD3)/Gonzales (SMD4)

Neighborhood: Fort Concho East

Scale: 1" approx. = 4,870 ft

Subject Property: East of 1610 Roosevelt St.

LegendSubject Properties: —Current Zoning: CG/CH AND RS-1Requested Zoning Change: N/AVision: Commercial and Industrial

Surrounding Area Map

Surrounding Area Map



TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(☒)

IN FAVOR

()

IN OPPOSITION

REASON(S) _____

NAME: _____

ADDRESS: _____

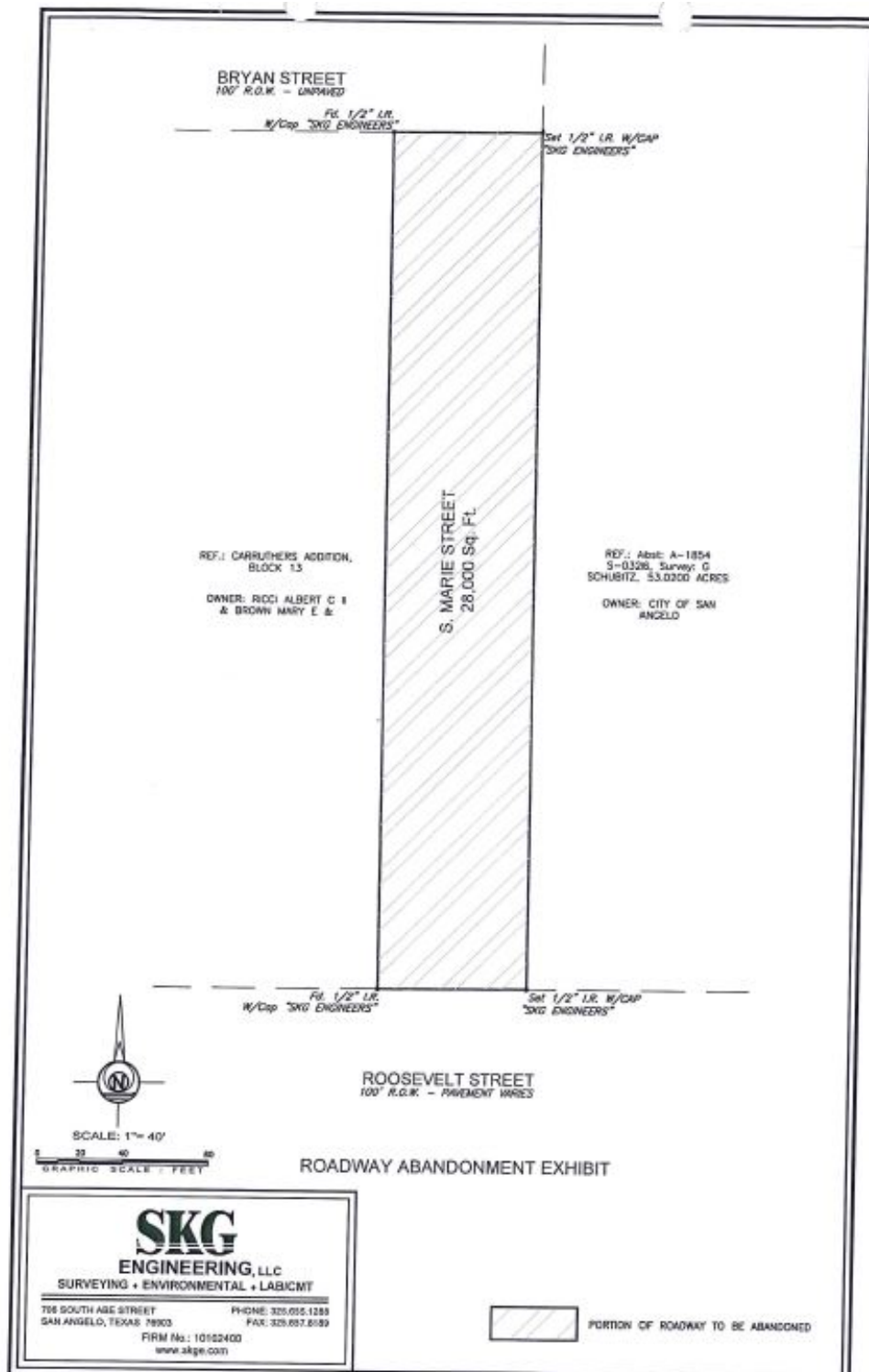
SIGNATURE: Earl W. Ayers

ROW Abandonment S. Marie St. (Talk O' Texas Brands Inc.)

property owner number: 1

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

Roadway Abandonment Exhibit



Field Notes

FIELD NOTES

Roadway Abandonment (28,000 Square Feet)

June 22, 2017
17-S-0074

Being an area of 28,000 Square Feet of land and being a part of South Marie Street adjacent to Block 13, Carruthers Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume 108, Page 80-81, Deed Records of Tom Green County, Texas and said 28,000 Square Feet Tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" found for the northwest corner of this tract and northeast corner of said Block 13, and being the intersection of the south line of Bryan Street and the west line of said South Marie Street;

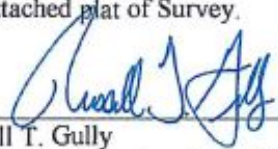
Thence with the north line of this tract and the extension of the south line of said Bryan Street, N. 89° 47' 28" E. 70.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the northeast corner of this tract;

Thence with the east line of this tract and said South Marie Street, S. 00° 12' 32" E. 400.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the southeast corner of this tract and being the intersection of the east line of said South Marie Street and the north line of Roosevelt Street;

Thence with the south line of this tract and the north line of said Roosevelt Street, S. 89° 47' 28" W. 70.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the southwest corner of this tract and the southeast corner of said Block 13 and being the intersection of the north line of said Roosevelt Street and the west line of said South Marie Street;

Thence with the west line of this tract and said South Marie Street and the east line of said Block 13, N. 00° 12' 32" W. 400.00 feet to the place of beginning and containing an area of 28,000 square feet of land.

See attached plat of Survey.


Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



City of San Angelo, Texas – Planning Division
52 West College Avenue
**Application to Abandon Right-of-way for
Street(s) and/or Alley(s)**



Effective January 3, 2017

Section 3: Applicant's acknowledgement

I/We the undersigned acknowledge that the information provided above is true and correct.



Signature of licensee or authorized representative
affirming the truth of the above statement.

7/10/17

Date

AN ORDINANCE PROVIDING FOR ABANDONMENT AND CLOSING OF A PORTION OF SOUTH MARIE STREET, FROM ROOSEVELT STREET NORTH TO BRYAN STREET, CONSISTING OF 28,000 SQUARE FEET; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO THE OWNERS OF ABUTTING PROPERTY TO THE WEST OF SAID ABANDONED TRACT; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

WHEREAS, the City Council of the City of San Angelo, acting pursuant to law, is of the opinion that the portion of South Marie Street, from Roosevelt Street north to Bryan Street, and more particularly describe and depicted in **Exhibit “A”** attached hereto, is no longer needed for public use and therefore deems it advisable to abandon said portion of street and convey the underlying tract of land to the owners of abutting property to the west, being Block 13, Carruthers Addition to San Angelo, filed December 24, 1919, Official Public Records of Real Property Tom Green County; and

WHEREAS, the City Council of the City of San Angelo is of the opinion that the best interest and welfare of the public will be served by vacating, closing and abandoning said portion of Marie Street and conveying the underlying tract of land to the owners of abutting property to the west, subject to stated conditions and restrictions;

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

SECTION 1: The public right-of-way and street located in the City of San Angelo, Tom Green County, Texas, generally described as a portion of South Marie Street from Roosevelt Street north to Bryan Street, more particularly described and depicted in **Exhibit “A,”** attached hereto and made a part hereof for all purposes, be and the same are hereby vacated, abandoned, and closed insofar as the right, title and easement of the public are concerned; subject however, to the conditions and restrictions hereinafter more fully set out.

SECTION 2: The abandonment and conveyance provided for herein are made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all existing easements, if any, whether apparent or not, aerial, surface, underground or otherwise.

SECTION 3: The abandonment and conveyance provided for herein shall extend only to the public right, title, easement and interest and shall be construed to extend only to the interest which the governing body for the City of San Angelo may legally and lawfully abandon and vacate.

SECTION 4: As conditions for abandonment and as part of the consideration for conveyance of the abandoned tract by quitclaim deed, the owners of Block 13, Carruthers Addition to San Angelo (hereinafter referred to as the Abutting Property) shall:

- a) Submit a subdivision replat of the Abutting Property absorbing the abandoned tract into the Abutting Property in compliance with requirements of the Land Subdivision Ordinance and recording a final replat.
- b) Remit payment determined under the assessment formula outlined in the City Code of Ordinances, Appendix “A,” Fee Schedule, Section A9.008, for the entire abandoned area, totaling \$2,625.00.
- c) Convey to the City of San Angelo a perpetual public sidewalk and utility easement parallel to the right-of-way of Bell Street, along the west boundary of the Abutting Property for which the City shall pay \$660.00.
- d) Provide a 20-foot wide Fire Lane paved with two-course asphalt or concrete along the east side of the Abutting Property approved by the City of San Angelo Fire Marshal for emergency services access to the Abutting Property and neighboring properties. The fire lane shall be designated with a red line and white lettering as required by the applicable International Fire Code (IFC). If the fire lane extends more than 150 feet in length, a code compliant turnaround shall be provided, consistent with the IFC.

SECTION 5: The terms and conditions contained in this Ordinance shall be binding upon Owners of the Abutting Property and their heirs, successors and assigns.

SECTION 6: The Mayor of the City of San Angelo is hereby authorized to execute and, subject to the conditions and receipt of the consideration provided for at Section 4, deliver a quit claim deed conveying the subject tract of land as described and depicted in **Exhibit “A,”** to the owners of the Abutting Property, described as Block 13, Carruthers Addition to San Angelo.

SECTION 7: The City Clerk is hereby authorized and directed to certify a copy of this adopted Ordinance for recordation in the Official Real Property Records of Tom Green County, Texas, wherein the subject real property is located.

INTRODUCED on the **19th day of September, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of October, 2017.**

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit "A"
FIELD NOTES

FIELD NOTES

Roadway Abandonment (28,000 Square Feet)

June 22, 2017

17-S-0074

Being an area of 28,000 Square Feet of land and being a part of South Marie Street adjacent to Block 13, Carruthers Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume 108, Page 80-81, Deed Records of Tom Green County, Texas and said 28,000 Square Feet Tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" found for the northwest corner of this tract and northeast corner of said Block 13, and being the intersection of the south line of Bryan Street and the west line of said South Marie Street;

Thence with the north line of this tract and the extension of the south line of said Bryan Street, N. 89° 47' 28" E. 70.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the northeast corner of this tract;

Thence with the east line of this tract and said South Marie Street, S. 00° 12' 32" E. 400.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" set for the southeast corner of this tract and being the intersection of the east line of said South Marie Street and the north line of Roosevelt Street;

Thence with the south line of this tract and the north line of said Roosevelt Street, S. 89° 47' 28" W. 70.00 feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the southwest corner of this tract and the southeast corner of said Block 13 and being the intersection of the north line of said Roosevelt Street and the west line of said South Marie Street;

Thence with the west line of this tract and said South Marie Street and the east line of said Block 13, N. 00° 12' 32" W. 400.00 feet to the place of beginning and containing an area of 28,000 square feet of land.

See attached plat of Survey.

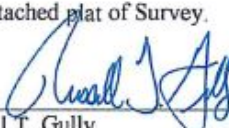
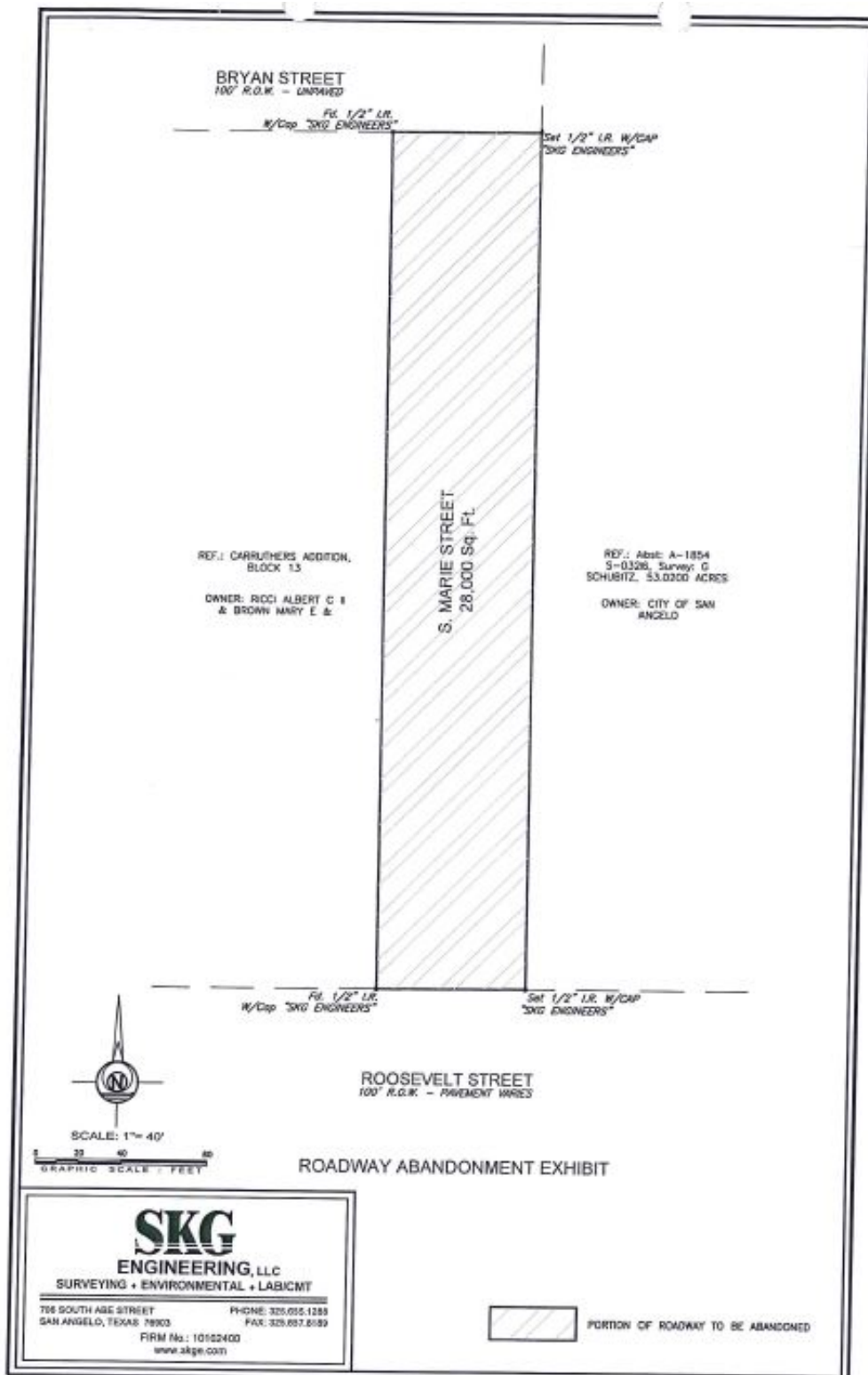

Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



Exhibit "A"

SURVEY PLAN



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: October 3, 2017

Item type: Regular Item

Caption:

Consider adopting a resolution nominating candidates to serve on the Board of Directors of the Tom Green County Appraisal District for the 2018-2019 Term - (Presentation by City Clerk Bryan Kendrick)

Summary/History:

The nomination and appointment process is set out in Section 6.03 of the State Property Tax Code. Appraisal district board members serve 2-year terms. The current terms of the five board members expire on December 31, 2017. The Council may nominate one candidate for each of the five positions. Per Mr. Benson, TGC Appraisal District Chief Appraiser, all five of the current Directors have expressed their willingness to serve another term if elected. Current members of the Board of Directors are as follows:

John Begnaud
John Conn
Russell DeVore
Louis Gomez
Bob Reeves

Nominee names must be submitted to the TGC Chief Appraiser, by resolution, no later than October 15th therefore, the nominees should be made no later than the first City Council Meeting in October.

Eligibility requirements for serving on the appraisal district board of directors are outlined in Section 6.03(a), 6.035(a)(b), 6.036 and 6.05(f) and are briefly described as follows:

(1) An individual must be a resident of the appraisal district and must have resided in the district for at least two (2) years immediately preceding the date of taking office (Section 6.03(a)). The appraisal district encompasses all of Tom Green County

Financial Impact:

There is no direct fiscal impact related to this item. There are no costs directly associated with this decision.

However, the appraisal board oversees much of the process related to the property tax revenue.

Other Information/Recommendation:

Letter dated September 11th, 2017 from the Chief Appraiser provides additional information. A historical summary of the City Council nomination process is also included with this cover memo.

Attachments:

1. Resolution
2. Letter from Bill Benson with TGCAD
3. History

CC TGCAD Nominations Resolution.docx
Board of Director Nomination Ltr City of San Angelo.pdf
CC TGCAD History.docx

Presentation:

Bryan Kendrick

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

**RESOLUTION THE CITY COUNCIL OF THE CITY OF SAN ANGELO,
TEXAS, NOMINATING CANDIDATE(S) ELIGIBLE FOR A POSITION ON
THE BOARD OF DIRECTORS OF THE TOM GREEN COUNTY
APPRAISAL DISTRICT FOR THE 2018 THROUGH 2019 TERM OF
OFFICE**

WHEREAS, Section 6.03, Property Tax Code, State of Texas, allows a municipality that is a taxing unit in an appraisal district to nominate one candidate for each of the five positions to be filled on the board of directors of the Tom Green County Appraisal District; and

WHEREAS, the City of San Angelo is a taxing unit of the Tom Green County Appraisal District; and

WHEREAS, the City Council as governing body of the City of San Angelo desires to exercise its right to nominate one candidate for each of the five positions to be filled on the board of directors of the Tom Green County Appraisal District for the two year term of office commencing January 1, 2018, through December 31, 2019;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Angelo, Texas:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following eligible individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Tom Green County Appraisal District for a two year term of office commencing January 1, 2018 through December 31, 2019, to be filled by vote of the taxing units participating in the Tom Green County Appraisal District:

1. _____
2. _____
3. _____
4. _____
5. _____

Section 3. That the Mayor for the City of San Angelo, as presiding officer, be, and that she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Tom Green County Appraisal District on or before October 15, 2017.

Section 4. That this resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Motion made by _____, seconded by _____. Motion carried unanimously.

PASSED, APPROVED AND ADOPTED ON THE 3rd DAY OF October, 2017.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Received in the office of the Chief Appraiser, Tom Green County Appraisal District, on the _____ day of October, 2017.

Bill H. Benson, Chief Appraiser



TOM GREEN COUNTY APPRAISAL DISTRICT

2302 Pulliam • P.O. Box 3307 • San Angelo, TX 76902
Office 325-658-5575 • Fax 325-657-8197



September 11, 2017

Mayor Brenda Gunter
City of San Angelo
72 West College Ave.
San Angelo, Texas 76903

COPY

Re: Nomination of Candidates to Serve on the Board of Directors of the TOM GREEN COUNTY APPRAISAL DISTRICT for the 2018-2019 Term.

Dear Mayor Gunter,

The process of nominating candidates to serve on the appraisal district board of directors, as provided for in Section 6.03 of the Texas Property Tax Code, has begun. The current two (2) year term of the five (5) member board of directors ends on December 31, 2017.

Chapter 6 of the Tax Code provides for the following steps to be taken:

- (1) The chief appraiser calculates the number of votes to which each taxing unit is entitled and delivers written notice of the voting entitlements before October 1, 2017.
- (2) Each eligible taxing unit may nominate by resolution adopted by its governing body one candidate for each of the five positions to be filled. The resolution must be adopted prior to October 15, 2017. The presiding officer of the governing body of the voting unit shall submit the names of its nominees to the chief appraiser prior to October 15, 2017.
- (3) The chief appraiser shall prepare a ballot, listing the candidates alphabetically, and shall deliver the ballot to the presiding officer of each of the voting jurisdictions prior to October 31, 2017.
- (5) The governing body of each taxing unit shall determine its vote by resolution and submit it to the chief appraiser prior to December 15, 2017.
- (6) The chief appraiser shall count the votes, declare the five (5) candidates who receive the largest vote totals elected, and submit the

results to the governing body of each unit and to the candidates prior to December 31, 2017.

- (7) The elected directors begin their term of office January 1, 2018.

Eligibility requirements for serving on the appraisal district board of directors are outlined in Section 6.03(a), 6.035(a)(b), 6.036 and 6.05(f) and are briefly described as follows:

- (1) An individual must be a resident of the appraisal district and must have resided in the district for at least two (2) years immediately preceding the date of taking office (Section 6.03(a)). The appraisal district encompasses all of Tom Green County.
- (2) A member of the governing body of a taxing unit may serve (Section 6.03(a)).
- (3) An elected official is eligible to serve (Section 6.03(a)).
- (4) An employee of a taxing unit is not eligible to serve on the board unless the individual is also a member of a governing body or an elected official of a participating taxing unit (Section 6.03(a)).
- (5) An individual is ineligible to serve if the individual is related within the second degree by consanguinity or affinity to an individual who is engaged in the appraising of property for compensation for use in proceedings under this title in the appraisal district (Section 6.035)(2)(1) (2) or owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the individual knew or should have known of the delinquency unless:
- (A) the delinquent taxes are being paid under an installment agreement or
 - (B) a suit to collect the delinquent taxes is deferred or abated under Section 33.06 or 33.065.
- (6) Section 6.036 bars certain contractors from serving on the board of directors. A person who contracts with the appraisal district for any purpose is barred. A person who contracts on a tax-related matter with a taxing unit served by the appraisal district is also barred. A person who has a substantial interest in a business that has either type contract is also barred.
- (7) The chief appraiser may not employ any individual related to

a member of the board of directors within the second degree by affinity or within the third degree of consanguinity (Section 6.05(f)).

The taxing units eligible to vote and currently participating in the appraisal district and their voting entitlement under Section 6.03(a), are as follows:

	<u>ELIGIBLE TAXING UNIT NAME</u>	<u>2016 TOTAL TAX LEVY</u>	<u>2016 PERCENT OF LEVY</u>	<u>2016 ELIGIBLE VOTES</u>
1	Christoval I. S. D.	\$ 2,824,363.45	2.00%	105
2	City of San Angelo	\$ 36,989,899.77	26.17%	1,293
3	Grape Creek I. S. D.	\$ 3,612,618.78	2.56%	118
4	Miles I. S. D. (Tom Green Part)	\$ 527,979.90	0.37%	16
5	San Angelo I. S. D.	\$ 57,364,820.43	40.59%	2,097
6	Tom Green County	\$ 31,588,509.20	22.35%	1,101
7	Veribest I. S. D.	\$ 1,477,402.83	1.05%	55
8	Wall I. S. D.	\$ 5,505,041.25	3.90%	156
9	Water Valley I. S. D.(TGC Part)	\$ 1,428,482.59	1.01%	59
TOTAL TAX LEVY, LEVY PERCENT & ELIGIBLE VOTES		\$141,319,118.20	100.00%	5,000

The 2016 tax levies listed above are as of the published tax rolls of tax year 2016.

Current members of the Board of Directors are as follows:

John Begnaud
John Conn
Russell DeVore
Louis Gomez
Bob Reeves

All five of the current Directors have expressed their willingness to serve another term if elected.

Please notify me of any questions you may have or of any need for additional information.

Sincerely,



Bill H. Benson, Chief Appraiser
Tom Green County Appraisal District

BHB:tc

NOMINATION OF CANDIDATES FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT

The City Manager reviewed the background information. Councilwoman Tucker stated that the current directors have performed well.

Motion, to nominate Mr. Dick Burnett, Mr. A. H. "Chico" Denis, Mr. John Fuentes, Mr. Walter Pfluger, and Mr. John Phillips as candidates for the Board of Directors of Tom Green County Appraisal District for 1993-95, was made by Councilman Izzard and seconded by Councilman Hiebert. Motion carried unanimously.

ADOPTION OF RESOLUTION NOMINATING CANDIDATES FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT

The Council discussed the function of the board. The City Manager explained the process for selection of the board.

Motion, to adopt the resolution nominating Mr. Dick Burnett, Mr. A. H. "Chico" Denis, Mr. John Fuentes, Mr. Walter Pfluger, and Mr. John Phillips for the Board of Directors of the Tom Green County Appraisal District, was made by Councilmember Izzard and seconded by Councilmember Burrows. Motion carried unanimously.

Annex F, Page 168, "Resolution"

ADOPTION OF RESOLUTION SETTING NUMBER OF VOTES TO BE CAST FOR NOMINEES FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT FOR 1998-2000 TERM

City Clerk Carol Rigby presented the results of each Councilmembers vote. Each Councilmember cast 232.5 votes (1/6 of the 1,395 total votes allocated to the City of San Angelo) among the 6 nominees. Councilmember Shrum cast his votes as follows: Mr. Pfluger - 132.5; Mr. Phillips - 100. Councilmember Burrows cast his votes as follows: Mr. Phillips - 232.5. Councilmember Holguin cast his votes as follows: Mr. Bastardo - 232.5. Councilmember Tucker cast her votes as follows: Mr. Burnett - 232.5. Councilmember Ryon cast her votes as follows: Mr. Bastardo - 46; Mr. Burnett - 46; Mr. Denis - 46; Mr. Pfluger - 46; Mr. Phillips - 48.5. Councilmember Mahon cast his votes as follows: Mr. Fuentes - 77.5; Mr. Pfluger - 77.5; Mr. Phillips - 77.5.

Motion, to adopt a resolution setting the number of votes to be cast for nominees for the Board of Directors of the Tom Green County Appraisal District for the 1998-2000 term as follows: Mr. Richard Bastardo - 278.5; Mr. Dick Burnett - 278.5; Mr. A.H. AChico@, III - 46; Mr. John Fuentes - 77.5; Mr. Walter Pfluger - 256; Mr. John Phillips - 458.5, was made by Councilmember

Holguin and seconded by Councilmember Burrows. Motion carried unanimously.

Annex F, Page 83, AResolution@

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Minutes
October 5, 1999

ADOPTION OF RESOLUTION NOMINATING CANDIDATES FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT

City Clerk Kathy Keane presented background information, noting that the Appraisal Board has five members up for reappointment, and Council will need to nominate for these five positions. Ms. Keane further noted that everyone currently serving on the board is eligible for reappointment and willing to serve except Mr. John Fuentes.

City Manager Tom Adams noted that this is a two step process.

A discussion followed regarding the qualifications needed.

Responding to a question from Councilmember Holguin, Ms. Keane noted that Mr. Dean had indicated that Mr. Walter Pfluger and Mr. Louis Gomez had expressed interest in holding these positions.

Noting that Mr. Pfluger would be an asset, Councilmember Ryon explained that she had spoken with Mr. Pfluger and she would like to consider him for one of the positions.

Councilmembers Shrum and Holguin agreed.

Responding to a question from Councilmember Bastardo, Ms. Keane stated that she had not made contact with the Chief Appraiser, but had spoken with Mr. Rusty Dean, the attorney for the Appraisal District, who prepared the Resolution.

Noting a possible problem with a Councilmember serving on the Tax Appraisal Board, Councilmember Shrum stated that Louis Gomez was interested as well. Councilmember Shrum further suggested that Mr. Gomez and Mr. Pfluger be substituted for present members John Fuentes and Richard Bastardo.

Councilmember Mahon explained that there is a perceived problem with Mr. Bastardo being able to set the tax rate as a member on this board. While this is legally permissible, it is the perception which could be harmful.

Councilmember Ryon agreed that this is a problem and questioned if Council should make a rule that Councilmembers can not serve on other boards.

Councilmember Shrum noted that some boards have requested City Council representation, however, perception of is the matter of concern.

Mr. Adams noted that involvement in certain areas needs to be watched.

Councilmember Bastardo noted that it was this Council who voted him in as a member of the Tax Appraisal Board. Mr. Bastardo stated that all the present board members are good people, but

explained that he has not been on the board for long and has the time to serve. Serving on the Tax Appraisal Board does not hamper his agenda to stay open-minded and attend all the meetings.

Mayor Fender explained that when Council voted to have Mr. Bastardo serve, he was not on the Council at the time. Mayor Fender further explained that this is not a personal decision.

Councilmember Holguin nominated Councilmember Bastardo.

Council discussed how the vote would take place. Each Councilmember will get five votes.

An initial vote was taken. The nominees received the following number of votes:

Richard Bastardo: 4 votes; Councilmembers Burrows, Holguin, Bastardo and Ryon
Dick Burnett: 4 votes; Councilmembers Shrum, Burrows, Holguin and Mahon
Chico Dennis: 4 votes; Councilmembers Shrum, Burrows, Ryon and Mahon
John Phillips: 4 votes; Councilmembers Shrum, Burrows, Mahon and Mayor Fender
Walter Pfluger: 5 votes; Councilmembers Shrum, Burrows, Ryon, Mahon and Mayor Fender
Louis Gomez: 4 votes; Councilmembers Shrum, Burrows, Mahon and Mayor Fender

Mr. Walter Pfluger was nominated and the Council voted again on the remaining nominees with each Councilmember receiving four votes. The nominees received the following number of votes:

Richard Bastardo: 4 votes; Councilmembers Burrows, Holguin, Bastardo and Ryon
Dick Burnett: 5 votes; Councilmembers Shrum, Burrows, Holguin, Mahon and Mayor Fender
Chico Dennis: 4 votes; Councilmembers Shrum, Ryon, Mahon and Mayor Fender
John Phillips: 7 votes; Full Council
Louis Gomez: 7 votes; Full Council

At this point the following additional persons were nominated: Dick Burnett, John Phillips, and Louis Gomez. Because the number of votes received for Mr. Bastardo and Mr. Dennis were tied, another vote was taken.

Richard Bastardo: 3 votes; Councilmembers Burrows, Holguin, and Bastardo
Chico Dennis: 4 votes; Councilmembers Shrum, Ryon, Mahon, and Mayor Fender

Motion, to adopt a resolution nominating Walter Pfluger, Dick Burnett, John Phillips, Louis Gomez, and Chico Dennis for Board of Directors of the Tom Green County Appraisal District, was made by Councilmember Shrum and seconded by Councilmember Mahon. Aye: Shrum, Mahon, Fender, Burrows, Bastardo, and Ryon. Nay: Holguin. Motion carried 6-1.

Annex B, Page 619, AResolution@

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Minutes
October 2, 2001

ADOPTION OF A RESOLUTION NOMINATING CANDIDATES FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT

Responding to questions of Councilmembers Holguin and Wardlaw, City Manager Tom Adams

informed that Directors did not have term limits but that the Council was free to nominate their own slate of nominees. He further agreed that future nominations could include information regarding the length of service for each nominee.

Motion, to adopt a Resolution nominating candidates for the Board of Directors of the Tom Green County Appraisal District, as presented, was made by Councilmember Mahon and seconded by Councilmember Darby. Motion carried unanimously.

Annex C, Page 425, AResolution@

Minutes
October 7, 2003

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ADOPTION OF A RESOLUTION NOMINATING CANDIDATES FOR THE TOM GREEN COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS

City Manager Tom Adams presented background information.

Responding to the request of Councilmember Holguin to delay the nomination process, Councilmember Bates noted the Resolution nominating candidates was required to be submitted prior to October 15, 2003.

By consensus, the Council requested a letter be drafted for the Mayor's signature to the Tom Green County Appraisal District requesting the City receive this notice of nomination earlier, perhaps mid August, to ensure sufficient time to more fully consider the nominations to be forwarded to the Chief Appraiser.

Councilmember Holguin advised he had other individuals he would have preferred to bring forward.

Motion, to adopt a Resolution nominating the following individuals for the Tom Green County Appraisal District Board of Directors: Dick Burnett, A.H. "Chico" Denis III, Louis Gomez, Walter Pfluger and John Phillips, as presented, was made by Councilmember Mahon and seconded by Councilmember Rainey. Aye: Mahon, Rainey, Lown, Morrison, Reeves and Bates. Nay: Holguin. Motion carried 6-1.

Annex C, Page 453, "Resolution"

Page 271
Vol. 98

Minutes
December 13, 2005

APPROVAL OF A RESOLUTION SETTING OUT NUMBER OF VOTES TO BE CAST FOR NOMINEES FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT FOR 2006-2007

NOTE: Nominations were not made in 2005

City Manager Harold Dominguez presented background information.

Councilmember Holguin commented on the nominations and repeated requests to facilitate the process. General discussion was held on the time provided to submit votes and required turnaround of the nomination process. Mayor Lown requested staff work with Tom Green County Appraisal District on future nominations.

Motion, to divide votes equally among nominees, was made by Mayor Lown and seconded by Councilmember Rainey. AYE: Lown, Bates, Farmer, Morrison, and Rainey NAY: Holguin. Motion carried 5-1.

Annex J, Page 295, "Resolution"

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Vol. 99

Minutes
September 18, 2007

APPROVAL OF CANDIDATE NOMINATIONS TO SERVE ON THE BOARD OF DIRECTORS OF THE TOM GREEN COUNTY (TGC) APPRAISAL DISTRICT FOR THE 2008-2009 TERM

Mayor Lown suggested the Council consider reviewing the criteria and nominating individuals to serve on the TGC Appraisal District board. He commented the existing board consisted of the same members serving numerous terms. Finance Director Michael Dane stated the nomination process was time sensitive and noted the nomination should be finalized no later than October 15, 2007. Mayor Lown recommended Mr. Louis Hall.

Councilmember Perez-Jimenez requested the item be considered at the Visions meeting on September 27 and 28, 2007. Council concurred. Mayor Lown informed the TGC board meets approximately 7 times a year for 1 to 3 hours.

Mayor Lown recommended the nominees complete an application and forward such to City Clerk Alicia Ramirez.

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Minutes
October 2, 2007

ADOPTION OF A RESOLUTION NOMINATING LOUIS HALL AS A CANDIDATE FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT

Motion, to adopt a Resolution nominating Louis Hall as a candidate for Board of Directors of Tom Green County Appraisal District, was made by Mayor Lown and seconded by Councilmember Perez-Jimenez. Motion carried unanimously.

Annex F, Page 25, "Resolution"

Minutes
November 6, 2007

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ADOPTION OF A RESOLUTION SETTING OUT THE NUMBER OF VOTES TO BE CAST FOR NOMINEES FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT

Councilmembers submitted their votes as follows: Councilmember Farmer, 199 for Louis Hall; Councilmember Hogg, 49.75 each for Dick Burnett, Louis Hall, Chico Denis, and Walter Pfluger; Councilmember Perez-Jimenez, 199 for Louis Hall; Mayor Lown, 199 for Louis Hall; Councilmember Cárdenas, 199 for Louis Hall; Councilmember Morrison, 199 for John Phillips; and Councilmember Fields, 199 for Louis Hall.

Motion, to adopt a Resolution setting out 49.75 votes for Dick Burnett, 49.75 votes for A.H. “Chico” Denis, 0 votes for Louis P. Gomez, 1044.75 votes for Louis Hall, 49.75 votes for Walter W. Pfluger, and 199 votes for John D. Phillips to be cast for nominees for Board of Directors of Tom Green County Appraisal District, was made by Mayor Lown and seconded by Councilmember Farmer. Motion carried unanimously.

Annex G, Page 89, “Resolution”

Minutes
October 6, 2009

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ADOPTION OF A RESOLUTION NOMINATING CANDIDATES EMILIO PEREZ-JIMENEZ, TIM EDWARDS, VICKIE BOULDEN, BOB REEVES, AND JOHN BEGNAUD AS CANDIDATES FOR THE BOARD OF DIRECTORS OF THE TOM GREEN COUNTY APPRAISAL DISTRICT FOR THE 2010-2012 TERM

City Clerk Alicia Ramirez presented background information. General discussion and nominations were made by the Councilmembers.

Motion, to close nominations, was made by Councilmember Farmer and seconded by Councilmember Silvas. Motion carried unanimously.

In conclusion, the following nominations were made.

Motion, to adopt a resolution nominating candidates Emilio Perez-Jimenez, Tim Edwards, Vickie Boulden, Bob Reeves, and John Begnaud as candidates for the Board of Directors of the Tom Green County Appraisal District for the 2010-2012 Term, was made by Mayor Pro Tempore Hogg and seconded by Councilmember Adams. Motion carried unanimously.

Annex A, Page, “Resolution”

Page 58
Vol. 103

Minutes
October 4, 2011

ADOPTION OF A RESOLUTION NOMINATING CANDIDATES FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT (ANNEX E, PAGE 71, RESOLUTION #2011-09-109R)

City Clerk Alicia Ramirez presented background information.

Motion, to adopt the Resolution, as presented, was made by Councilmember Morrison and seconded by Councilmember Adams. Motion carried unanimously.

Nominees: John Begnaud, John Conn, Russell DeVore, Louis Gomez, and Bob Reeves

ADOPTION OF A RESOLUTION NOMINATING CANDIDATE(S) FOR BOARD OF DIRECTORS OF TOM GREEN COUNTY APPRAISAL DISTRICT (ANNEX E, PAGE 71, RESOLUTION #2011-09-109R)

City Clerk Alicia Ramirez presented background information.

Mayor Morrison suggested nominating the existing members: John Begnaud, John Conn, Russell DeVore, Louis Gomez, and Bob Reeves. Council concurred.

Motion, to adopt the Resolution, as presented, was made by Councilmember Vardeman and seconded by Councilmember Farmer. Motion carried unanimously.

Minutes
October 6, 2015

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- d. Consider adopting a resolution nominating candidates to serve on the Board of Directors of the Tom Green County Appraisal District for the 2016-2017 Term (Pg. 833, #2015-10-285)
A presentation was made by City Clerk Bryan Kendrick. A copy of the report is part of the permanent supplemental record.

Motion: Council Member Silvas made a motion, seconded by Council Member Self, to nominate John Begnaud, John Conn, Russell DeVore, Louis Gomez, and Bob Reeves. The motion carried unanimously six (6) ayes to zero (0) nays.

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Minutes
November 12, 2015

- f. Consider adopting a resolution setting out number of votes to be cast for nominees for Board of Directors of Tom Green County Appraisal District (pg. 43, #2015-11-295)
A presentation was made by City Clerk Bryan Kendrick. A copy of the report is part of the permanent supplemental record.

Motion: Council Member Farmer made a motion, seconded by Council Member Silvas, to approve the resolution, splitting the Council's votes evenly among their nominees with the remaining votes going to John Begnaud. The motion carried unanimously six (6) ayes to zero (0) nays.

Nominee Name:	Number of Votes Cast
1. John Begnaud	<u>261</u>
2. John Conn	<u>258</u>
3. Mike Diaz	<u>0</u>
4. Louis P. Gomez	<u>258</u>
5. Louis Hall	<u>258</u>
6. Bob Reeves	<u>258</u>