



City Council Agenda 11/03/2015

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on November 3, 2015 at 9:00 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 of the "Empty Bowls Event" for the Texas Hunger Initiative November 10, 2015, to be accepted by Mary Herbert, San Angelo Regional Director of the Texas Hunger Initiative and Michael Bell, Pastor of Wesley Trinity United Methodist Church
- b. Recognition of City of San Angelo Multimedia Coordinator Brian Groves for winning three awards from the Texas Association of Telecommunications Officers and Advisers
- c. Recognition of the City of San Angelo Finance Department for earning the Certificate of Achievement for Excellence in Financial Reporting

4. Notice: This meeting will recess at Noon in order to hold a Special Joint Meeting with the Zoning Board of Adjustment, at the conclusion of the Special Joint Meeting this meeting will reconvene

5. Public Comment

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

6. Consent Agenda

- a. Consider approving the October 20, 2015 City Council regular meeting minutes
- b. Consider awarding RFB: WU-10-15 Trench Repair to CM Construction Company of San Angelo, Texas for a period of 12 months in the amount of \$1,210,540 for the repair of city streets and alleys due to operation and maintenance of water distribution and wastewater collection systems and authorizing the City Manager or his designee to execute contract documents (R.Pehl)

- c. Second hearing and consideration of adoption of the following ordinances (R.Guerra):
1. For case Z15-07, approving a request from the Bentwood Land Company to rezone approximately 5.85 acres of unaddressed property located at the intersection of North Bentwood Drive and Lake Trail Court from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the Single-Family Residential (RS-1) Zoning District
 2. For case SU15-02, an Ordinance approving a request from Carl Word to authorize a Special Use to allow for accessory structures on approximately 1.53 acres out of 155.78 acres located at 2602 Red Bluff Road (on property more commonly referred to as "La Siesta Isle" or "Rattlesnake Island")

7. Regular Agenda

- a. Discussion on low or no cost spay/neuter program - (Presentation by Neighborhood Services Assistant Director James Flores)
- b. Discussion and review of the Animal Services annual budget and fees - (Presentation by Neighborhood Services Assistant Director James Flores)
- c. Discussion on issues related to enforcement of improperly placed garage sale signs - (Presentation by Neighborhood Services Assistant Director James Flores)
- d. First Public Hearing and consideration of an Ordinance amending Chapter 10 of the Code of Ordinances to reduce the maximum speed limit on US Highway 277 beginning at the exit of US Highway 277 South from US Highway 87 South extending south to the City limits from 60 and 65 mph to 55 mph - (Presentation by Operations Assistant Director Patrick Frerich)
- e. Consider approving water and water reclamation rate increase as recommended by the Water Advisory Board - (Presentation by Water Utilities Director Bill Riley)
- f. Consider adoption of a Resolution allowing the City of San Angelo and the Fairmount Cemetery to exchange properties with Angelo State University to the mutual benefit of both parties - (Presentation by Construction Manager David Knapp)
- g. Consider approving a new agreement between the City and Lee and Gale Brown for the lease of the Spring Creek Marina on Lake Nasworthy and authorizing the City Manager to negotiate and execute the agreement - (Presentation by Parks and Recreation Director Carl White)
- h. Report and discussion on the Stripes River Fest 2015 - (Presentation by Parks and Recreation Director Carl White)
- i. Consideration of Resolution finding a public purpose and approving financial assistance to the San Angelo Friends of the Environment (SAFE Recycling) to host a Household Hazardous Waste Collection Event in an amount not to exceed \$50,000 - (Presentation by Solid Waste Contract Manager Jeremy Miller)

- j. Consider awarding VM-07-15 Fleet Data Monitoring Hardware and Service to AssetWorks LLC under the purchasing co-op U.S. General Services Administration (GSA) Contract #GS-35F-4731G, in an amount of \$66,730 in initial hardware costs and \$131,602 annual subscription costs thereafter, in substantially attached form, and authorizing City Manager to execute the said contract - (Presentation by Fleet Services Superintendent Ryan Kramer)
- k. Consider authorizing city staff to issue a RFQ for architectural services and design work for the Fort Concho Visitor Center Improvements at Barracks One (1) and Two (2) - (Presentation by Fort Concho Manager Robert Bluthardt)
- l. Consider authorizing staff to issue an RFQ for architectural services and design work for the reconstruction of Fort Concho Barracks and Mess Halls Three (3) and Four (4) - (Presentation by Fort Concho Manager Robert Bluthardt)
- m. Consideration of selecting Vision provider related to RFP HR-01-15 - (Presentation by Human Resources Director Lisa Marley)
- n. Discussion and consideration of appointing Council Member representation on following Boards and Committees:
 - 1) Audit Committee;
 - 2) Concho River Water Master Advisory Committee;
 - 3) CVCOG Executive Committee;
 - 4) CVCOG General Assembly;
 - 5) CVCOG Transit Board; and
 - 6) Investment Oversight Committee - (Presentation by City Clerk Bryan Kendrick)

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. Martifer-Hirschfeld Energy Systems, LLC ET. AL. ; and
 - 3. Templeton Construction, Inc.
- b. Section 551.074(a)(1) to deliberate the evaluation and duties of the City Manager, Daniel Valenzuela.

9. Follow Up and Administrative Issues

- a. Consideration of and possible action on matters discussed in Executive/Closed Session, if needed
- b. Consideration of approving various Board nomination:
Planning Commission: Sammy Farmer (SMD4) to a 1st term ending January 2017

- c. Announcements and consideration of Future Agenda Items
- d. Reminder of the 2nd City Council Meeting to be held on November 12th

10. 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 28th day of October 2015, at 11:00 a.m.

Bryan Kendrick, City Clerk

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

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

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

Proclamation

The Texas Hunger Initiative is a collaborative, capacity-building project focused on ensuring that every Texan has access to three nutritious meals a day, seven days a week and further develops strategies to end hunger through research, policy, education, community organizing and community development.

The Empty Bowls Project is an international grassroots effort to raise both money and awareness in the fight to end hunger.

Many people and families, including one in four children, in San Angelo are considered “food insecure” because they may not know from where their next meal is coming.

The Wesley Trinity Daily Bread Soup Lunch Program, conceived in 1984 out of the concern for God’s less fortunate and homeless, provides nourishing hot meals at noon Monday through Saturday every week of the year for children, women and men, who would not otherwise have a sustaining meal on a daily basis. The “Soup Kitchen” as it is known provides an average of 200 meals each day with the help of 125 volunteers.

Community members are invited to the Empty Bowls Event to enjoy a simple meal of soup and bread on November 10, 2015, at the Cactus Hotel with soup being donated by a variety of restaurants, and as a part of the \$20 ticket price, guests will get the opportunity to choose a handcrafted pottery bowl made by local and area artists to take home as a reminder that there are still many empty bowls in the world, including those in our local community.

Simply put, Empty Bowls is a community-wide event to ensure that fewer people in San Angelo go home to an “empty bowl,”

Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim November 10, 2015, as the first annual

“Empty Bowls Event”

In San Angelo, Texas, as a way of educating the citizens about the ways we can work together to make our region food secure.

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 November, 2015.

Dwain Morrison
Mayor of the City of San Angelo

Recognition

Brian Groves, the City of San Angelo's Multimedia Coordinator, has cemented his status as one of our municipal government's top performers by consistently producing award-winning work over the past three years.

The latest example of that occurred October 16th when Groves collected three statewide awards at the annual conference of the Texas Association of Telecommunications Officers and Advisors. Groves was recognized for programming he produced for SATV, the City's governmental access channel.

Specifically, judges awarded Groves second-place honors in the Documentary category for a seven-minute video about Fort Concho re-enactors marching in Governor Greg Abbott's inaugural parade. The video previously won a second-place trophy in another statewide competition. Groves also won the third-place award for documentaries with a 17-minute video about a day in the life of the San Angelo Fire Department's B shift.

In the Event Coverage category, Groves took third place with his coverage of the San Angelo Stock Show & Rodeo. So well respected is Groves statewide that he led a session regarding the merits of two different cameras.

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

Brian Groves

for his service and positive determination to make a difference in our community.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 3rd day of November, 2015.

Dwain Morrison
Mayor of the City of San Angelo

Recognition

The City of San Angelo's Finance Department continues to earn honors, awards and recognitions from financial professionals for the efficient, effective and transparent way in which it manages the tax dollars with which the City is entrusted.

Last month, the Government Finance Officers Association of the United States and Canada again awarded the Finance Department with the Certificate of Achievement for Excellence in Financial Reporting. The honor relates to the comprehensive annual financial report, which is the annual financial audit conducted by external auditors.

The award represents the highest form of recognition in governmental accounting and financial reporting. The GFOA said the City's annual financial report demonstrated a "constructive 'spirit of full disclosure' to clearly communicate its financial story."

The award is the latest earned by the Finance Department, which previously claimed the GFOA's Distinguished Budget Presentation Award for the City's 2014-2015 budget and the state comptroller's Platinum Leadership Circle Award for achieving the highest level of financial transparency.

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

The City of San Angelo Finance Department

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

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 3rd day of October, 2015.

Dwain Morrison
Mayor of the City of San Angelo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: November 3, 2015

Item type: Consent Item

Caption:

Consider approving the October 20, 2015 City Council regular meeting minutes

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------|-------------------------------|
| 1. | Draft Minutes | CC Minutes Draft 10-20-15.pdf |
|----|---------------|-------------------------------|

Presentation:

Approvals/Reviews:

Kendrick, Bryan
Kendrick, Bryan

Created/Initiated
Final Approval

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, October 20, 2015

Present:

Mayor Dwain Morrison
Mayor Pro tem Johnny Silvas, SMD 3
Council Member Rodney Fleming, SMD 1
Council Member Marty Self, SMD 2
Council Member Lucy Gonzales, SMD 4
Council Member Elizabeth Grindstaff, SMD 5
Council Member Charlotte Farmer, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 9:00 a.m. on Tuesday, October 20, 2015, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Aaron Milan with Methodist Health Ministries; and the pledges were led by Aubrey Chavez daughter of City of San Angelo HR Generalist Christina Chavez

3. Public Comment

Ladena Harton expressed concerns about the ability to hear the Siren Testing in her neighborhood. Furthermore, she expressed concerns over the enforcement of the solid waste ordinance. Finally, Ms. Harton expressed her concerns over the new pet ordinance.

Jerry Sea expressed thanks to the Mayor and City Council Members over the 19ths Street sidewalk project.

Budget Manager Morgan Chegwiddden invited the public to the City Fit 5k benefiting the Red Arroyo.

Jim Turner expressed concerns over Single Family Homes being utilized as dorms for college students. Mr. Turner also expressed concerns over the cancellation of the ZBA joint meeting.

Tad Logan expressed concerns over the new pet ordinance.

Council Member Grindstaff expressed thanks the participants and attendants of the most recent Neighborhood Chat for Single Member District 5.

Council Member Gonzales reminded everyone that early voting was currently under way.

Council Member Farmer spoke about her recent trip and attendance in the Ports-to-Plains annual board meeting.

4. Consent Agenda

- a. Approval of the October 6, 2015 City Council regular meeting minutes
- b. Approval of a new 40 year lake lot residential lease with the following Tenant:
Graves: Lot 57, Blk 3, Sect 3, Group Red Bluff, Lake Nasworthy Addition

- c. Approval of authorizing the City Manager to approve all professional services providers who responded to PUR-03-14 for Architectural, Engineering, Surveying and Testing Services. No monetary action is required at this time
- d. Approval of a Memorandum of Understanding between the City of San Angelo and Upper Colorado River Authority (UCRA) for stormwater monitoring and testing, and authorizing the Mayor and/or City Manager to execute said MOU; MOU will have a term of one(1) year at a cost of \$99,600 yearly with ability to extend to two (2) option years
- e. Approval of adopting a resolution authorizing the City Manager, or designee, to execute a Temporary Nonexclusive Sidewalk Use License Agreement to Lori Franks and Lana Mott d/b/a Twisted Root Burger Company to allow for the construction and maintenance of a canopy adjacent to the west side of the right-of-way for property located at 333 South Chadbourne Street
- f. Approval of accepting a 14,974 square foot utility easement and right-of-way from Pearl on the Concho, Inc, and authorize the abandonment of obsolete sewer main utility easements
- g. Approval of authorizing an additional contingency amount in a sum not to exceed \$20,000 for installation of thermoplastic striping through RFB TR-01-15 and contract awarded to Flat Line, Inc. in conjunction with the FY 2015 Sealcoat Project

Motion: Council Member Grindstaff made a motion, seconded by Council Member Self, to approve the Consent Agenda, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

5. **Regular Agenda**

- a. Approval of First Public Hearing and consideration for case SU15-02, an Ordinance approving a request from Carl Word to authorize a Special Use to allow for accessory structures on approximately 1.53 acres out of 155.78 acres located at 2602 Red Bluff Road (on property more commonly referred to as "La Siesta Isle" or "Rattlesnake Island")

A presentation was made by Planning Manager Rebeca Guerra. *A copy of the report is part of the permanent supplemental record*

Several members of the public made public comments in favor of approving the special use.

Several members of the public made public comment against approving the special use.

Council Member Fleming and Mayor Morrison spoke in support of this ordinance.

Council Member Grindstaff expressed concerns allowing this exception.

Motion: Council Member Fleming made a motion, seconded by Council Member Silvas, to approve the ordinance, with the six (6) conditions presented with an additional condition limiting the amount of the square footage of the accessory structures. The motion carried six (6) ayes to one (1) nay with Council Member Grindstaff casting the dissenting vote.

- b. Discussion of proposing an ordinance regulating the use of hand-held mobile communication devices while driving and providing direction to staff

Item was requested by Council Member Fleming

Council Member Fleming spoke in support of this type of ordinance, noting the other municipalities who have already enacted this type of ordinance.

Chief Fant spoke about the danger of distracted driving and its effect on the amount of traffic accidents that occur.

Several members of the public spoke in support of this type of ordinance. Several members of the public spoke expressing concerns about this type of ordinance.

No formal action was taken on this item; however direction was given for staff to move forward on development of an ordinance to bring back to council at a future meeting.

- c. Approval of First Public Hearing and consideration for case Z15-07, an Ordinance approving a request from the Bentwood Land Company to rezone approximately 5.85 acres of unaddressed property located at the intersection of North Bentwood Drive and Lake Trail Court from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the Single-Family Residential (RS-1) Zoning District

A presentation was made by Planning Manager Rebeca Guerra. *A copy of the report is part of the permanent supplemental record*

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

- d. Presentation from San Angelo Chamber of Commerce & Convention & Visitors Bureau/Visitor Center regarding marketing efforts and budget request

A presentation was made by Presentation by Immediate Past Chairman Rick Mantooth, and Vice President San Angelo Convention & Visitor Bureau Pamela Miller. A copy of the report is part of the permanent supplemental record

No action was taken on this item.

- e. Consider adoption of a resolution allowing the City Manager or his designee to negotiate and execute a contract with the Chamber of Commerce Convention & Visitors Bureau allocating Hotel Occupancy Tax funds

A presentation was made by Presentation by Budget Manager Morgan Chegwiddden. A copy of the report is part of the permanent supplemental record

Citizen Harry Thomas and Makayla Brownfield spoke in support of the \$70,000 increase to the CVB budget.

Motion: Council Member Grindstaff made a motion, seconded by Council Member Farmer, to adopt the resolution, with the addition of \$70,000 as requested in the discussion of item 5D, with the addition of any unspent funds returned to the City. The motion carried unanimously, seven (7) ayes to zero (0) nays.

Council Member Silvas left the meeting

- f. Presentation on the Fugro Street Condition Study

A presentation was made by Operations Director Shane Kelton and Fugro Roadware, Inc. Senior Project Manager Reuben Williams. *A copy of the report is part of the permanent supplemental record*

No formal action was taken on this item; however consensus of City Council was to give direction for staff to move forward in this process.

- g. Consider approving an amendment to the contract with Raftelis Financial Consultants in the amount of \$19,171 and changing the completion date to December 30, 2015, for additional services provided in the conduct of the Water and Water Reclamation Cost of Service and Rate Design Study

A presentation was made by Presentation by Water Utilities Director Bill Riley. *A copy of the report is part of the permanent supplemental record*

Motion: Council Member Grindstaff made a motion, seconded by Council Member Self, to approve the amendment, as presented. The motion carried four (4) ayes to two (2) nays with Council Member Gonzales and Mayor Morrison casting the dissenting votes.

- h. Postponement of awarding VM-07-15 Fleet Data Monitoring Hardware and Service to AssetWorks LLC under the purchasing co-op U.S. General Services Administration (GSA) Contract #GS-35F-4731G, in substantially attached form, and authorizing City Manager to execute the said contract
- i. Postponement of report and discussion on the Stripes River Fest 2015
- j. Postponement of consideration of approving a new agreement between the City and Lee and Gale Brown for the lease of the Spring Creek Marina on Lake Nasworthy and authorizing the City Manger to negotiate and execute the agreement
- k. Postponement of discussion and consideration of appointing Council Member representation on following Boards and Committees:
 - 1) Audit Committee;
 - 2) Concho River Water Master Advisory Committee;
 - 3) CVCOG Executive Committee;
 - 4) CVCOG General Assembly;
 - 5) CVCOG Transit Board; and
 - 6) Investment Oversight Committee

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(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) Contract compliance relating to the development of the City's groundwater resources;
 - 3) Martifer-Hirschfeld Energy Systems, LLC ET. AL. ; and
 - 4) Templeton Construction, Inc.
- b. Section 551.071(2) consult with 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 an existing Architectural Services Agreement with Wiginton, Hooker, Jeffry Architects for a future Police Station
- c. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located at:
 - 1) San Angelo Regional Airport; and
 - 2) 650 Old Knickerbocker Road and adjacent properties
- d. Section 551.074(a)(1) to deliberate the evaluation and duties of the City Manager Daniel Valenzuela

7. Follow Up and Administrative Issues

- a. Consideration of and possible action on matters discussed in Executive/Closed Session, if needed

No action taken

b. Consider November City Council Meeting Dates related to election canvassing requirements

City Council consensus was to hold the November meetings on November 3rd and November 12th

c. Announcements and consideration of Future Agenda Items

No announcements were made.

8. Adjournment

Motion: Council Member Farmer made a motion, seconded by Council Member Self, to adjourn the meeting. The motion carried unanimously six (6) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 3:14 p.m.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Russell Pehl, City Engineer, Engineering Services, 325-657-4201

Meeting Date: November 3, 2015

Item type: Consent Item

Caption:

Consider awarding RFB: WU-10-15 Trench Repair to CM Construction Company of San Angelo, Texas for a period of 12 months in the amount of \$1,210,540 for the repair of city streets and alleys due to operation and maintenance of water distribution and wastewater collection systems and authorizing the City Manager or his designee to execute contract documents (R.Pehl)

Summary/History:

The City has received one bid for the Trench Repair Contract. The proposal was from CM Construction Company. The lowest priced proposal submitted by CM Construction Company had no exceptions to the specifications. Proposals were mailed to 20 contractors.

The trench repair contract is utilized as needed to repair cuts in city streets and alleys made by city water and wastewater service crews. The contract includes provisions for minor maintenance projects.

Financial Impact:

Bid amount \$1,210,540.00. Budgeted under Water and Wastewater Operating Funds.

Other Information/Recommendation:

It is recommended that the bid from CM Construction Company be accepted and that the City Manager or his designee be authorized to execute contract documents.

Attachments:

1. Bid Tab Bid Tab WU-10-15.pdf
2. Final Contract 16-034 AGREEMENT FOR CONSTRUCTION OF 2015 WATER UTILITIES TRENCH REPAIR - FINAL.pdf

Presentation:

N/A

Approvals/Reviews:

Pehl, Russell	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
Antilley, Julia	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

AGREEMENT FOR CONSTRUCTION OF 2015 WATER UTILITIES TRENCH REPAIR

This Agreement is entered into this ____ day of _____, 2015 by and between City of San Angelo, a Texas home-rule municipal corporation ("City") and CM Construction Company ("Contractor").

RECITALS

A. City has issued a Request for Bid No. WU-10-15 for Water Utilities 2015 Trench Repair ("RFB No.WU-10-15") to perform repair of asphalt cuts resulting from work on water and wastewater systems ("Work"); and Contractor's bid, in response thereto, has been selected as the most qualified proposal for the provision of the Work.

B. The Council of the City of San Angelo approved the selection of Contractor on November 3, 2015, and authorized the City Manager to negotiate and execute an agreement, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, City and Contractor agree as follows:

1. STATEMENT OF WORK

A. Contractor shall be responsible for completing Work described in ("RFB No WU-01-15") for the repair utility trenches ("Work") to include repair asphalt cuts resulting from work on water and wastewater systems within City street roadways, easements and paved alleys as specified in the Contract Documents.

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and, all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 6 of this Agreement and in accordance with the terms and conditions set forth herein and within those Contract Documents.

2. TIME OF PERFORMANCE

Contractor agrees to substantially complete Work throughout the term beginning as of the date of the notice to proceed was granted and ending 12 months after that date. Contractor further agrees that 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 bid documents have been received and approved by City.

3. LIQUIDATED DAMAGES

City and Contractor recognize that the time of performance is of the essence in this Agreement and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 2 above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for Contractor to pay City Fifty Dollars (\$50.00) for each consecutive calendar day per delinquent permit until work at the site is complete. Therefore, Contractor shall pay as liquidated damages Fifty Dollars (\$50.00) for each consecutive calendar day per delinquent permit until work at the site is complete.

4. CONTRACT PRICE

City shall pay to Contractor for performance of Work embraced in this Agreement, and Contractor shall accept as full compensation therefore, the Bid Price of One Million Two Hundred Ten Thousand Five Hundred Forty dollars and 00/100 Dollars (\$1,210,540.00) subject to adjustment only as provided by approved written change order and agreed upon by both parties, for all Work covered by and included in the contract award; payment thereof to be made in current funds in the manner provided in Section 5. Payment Procedure.

5. PAYMENT PROCEDURE

Contractor shall submit Applications for Payment in accordance with the General Conditions as shown in RFB No. WU-10-15 and City shall process the Applications for Payment in accordance with the General Conditions, except that progress payments and the final payment under this Agreement shall be made as set forth below:

A. Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month. All payments shall be based upon the progress of Work measured as provided for in the General Conditions.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with the General Conditions, City shall pay the remainder of the Contract Price.

6. CONTRACT DOCUMENTS

The following documents from City are incorporated herein by reference for all purposes, as if fully set out verbatim:

- Request for Bid No.WU-10-15 Water Utilities 2015 Trench Repair ("RFB No.WU-10-15")
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said Bid Invitation Number as of the time this Agreement is entered by Contractor and City.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Agreement, Contractor makes the following representations to City:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, and with all local conditions and federal, state and local laws.

B. Contractor has made, or caused to be made, examinations and investigations of information as it deems necessary for the performance of Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations or similar data are, or will be required by Contractor for such purposes.

C. Contractor has given City advanced written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents prior to bidding and the written resolution thereof by City is acceptable to Contractor.

D. Contractor is skilled and experienced to responsibly perform the type of Work described in the Contract Documents in a timely manner.

8. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, recordkeeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

9. OWNERSHIP OF DOCUMENTS

Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by City to Contractor or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement is and shall at all times remain the property of City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

10. AUDIT AND INSPECTION RIGHTS

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Agreement conform to the terms hereof, if applicable. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of San Angelo Code of Ordinances, as same may be amended or supplemented from time to time.

11. AWARD OF CONTRACT

Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

12. PUBLIC RECORDS

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

13. DEFAULT

If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, City in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Contractor while Contractor was in default shall be immediately returned to City. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform Work within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of Work,

including consequential and incidental damages.

14. CITY'S TERMINATION RIGHTS

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Contractor compensation for Work rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice or liability to Contractor, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to City all amounts received while Contractor was in default under this Agreement.

15. RESOLUTION OF CONTRACT DISPUTES

Contractor understands and agrees that all disputes between Contractor and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to City Manager for his resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty Five Thousand Dollars (\$25,000.00), the City Manager's decision shall be approved or disapproved by the City Council. Contractor shall not be entitled to seek judicial relief unless: (i) Contractor has first received City Manager's written decision, approved by the City Council if the amount of compensation hereunder exceeds Twenty Five Thousand Dollars (\$25,000.00); or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

16. INSURANCE

A. Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of services hereunder, provided however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with City.

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

17. INDEMNIFICATION

A. GENERAL INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF CONTRACTOR OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF CONTRACTOR AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY CONTRACTOR HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

B. ENVIRONMENTAL INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH OR RESULTING FROM OR ARISING OUT OF CONTRACTOR'S HANDLING, COLLECTION, TRANSPORTATION, STORAGE, DISPOSAL, TREATMENT, RECOVERY, AND/OR REUSE BY ANY PERSON UNDER CONTRACTOR'S DIRECTION OR CONTROL OF WASTE COLLECTED, TRANSPORTED OR LANDFILLED OR ANY CLEANUP ASSOCIATED WITH ENVIRONMENTAL CONTAMINATION, WHETHER SUCH CLEANUP IS OF AIR, SOIL, STRUCTURE, GROUND WATER OR SURFACE WATER CONTAMINATION. CONTRACTOR SPECIFICALLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA CAUSED BY ACTS OR OMISSIONS OF CONTRACTOR REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.

C. PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS AGREEMENT BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF CONTRACTOR IN PERFORMING UNDER THIS AGREEMENT.

D. RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS AGREEMENT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS CONTRACTS BETWEEN CITY AND CONTRACTOR.

18. INSURANCE REQUIREMENTS

A. General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Agreement.

- 1) Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
- 2) Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 3) Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 4) Certificates of Insurance. At or before the time of execution of this Agreement, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College Ave., San Angelo, Texas 76903.
- 5) Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.
- 6) Subcontractors' Insurance. Contractor shall cause each Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each Subcontractor and Sub-Subcontractor.

B. Types And Amounts Of Insurance Required. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

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

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

2) Business Automobile Liability. This policy shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

\$1,000,000.00	Combined Single Limit
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3) Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

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

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

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

19. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance on Contractor's employees.

20. NONDISCRIMINATION

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

21. AMENDMENTS

City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Contractor from their respective obligations under this Agreement.

22. ASSIGNMENT

No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

23. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

24. NOTICES

Communication and details concerning this Agreement shall be directed to the following representatives:

CITY

City of San Angelo
Attn: Russell Pehl
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-4260

CONTRACTOR

CM Construction Company_____
Attn: Jerry Peters_____
2555 Baylor Avenue_____
San Angelo, Texas 76904_____
Phone: (325) 374-5300

Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Agreement, notice must first be given City within six (6) months of the date Contractor alleges the breach occurred. Such notice shall be in accordance with and provide substantially the same information as required for notice of tort claims as specified in Article 1.500 of the City of San Angelo Code of Ordinances.

25. MISCELLANEOUS PROVISIONS

A. Remedies: In the event of default by Contractor under the Contract Documents, City shall have all rights and remedies afforded to it at law or in equity to enforce the terms of the Contract Documents; however, arbitration is not an available remedy to resolve any disputes arising under this Agreement unless City and Contractor mutually agree to such remedy in a separate written agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

B. Attorneys' Fees: If any action at law or in equity is necessary by either City or Contractor to enforce or interpret the terms of the Contract Documents, the party prevailing on the majority of issues shall be entitled to reasonable attorneys' fees and costs and any necessary disbursements in addition to any other relief to which the prevailing party is entitled.

C. Conflicts: This Agreement, the documents required to be provided, and the Contract Documents constitute the entire agreement between the parties hereto and supersede any prior written or oral agreements and understandings between the parties. If any provision of this Agreement, the General Conditions, the Specifications or

any other provision contained within the Contract Documents conflicts, or is inconsistent with any other provision of the Contract Documents, then the conflict or inconsistency will be resolved first by reference to the terms of this Agreement, then to the General Conditions to this Agreement and then finally to the Specifications therein, unless a federal law, regulation or restriction would require otherwise, in which case the federal provision would control.

D. Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

E. Venue: This Agreement, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to Work covered by this Agreement shall be in Tom Green County, Texas.

F. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

G. Enforcement: This Agreement shall be construed and enforced according to the laws of the State of Texas.

H. Headings: Titles and paragraphs are for convenient reference and are not a part of this Agreement.

I. No Waiver: No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

J. Governing Laws: Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or the City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

K. Applicable Law: This Contract and the Contract Documents are subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

26. CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

27. ENTIRE CONTRACT

This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

28. REAFFIRMATION OF REPRESENTATIONS

Contractor hereby reaffirms all of the representations contained in RFB No.WU-10-15.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CONTRACTOR
CM Construction

By: _____
Jerry Peters, Owner/Partner

ATTEST:

By: _____
_____, _____

(SEAL)

CITY
City of San Angelo

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

(SEAL)

Approved as to Content:

Approved as to Form:

Russell Pehl, City Engineer

Theresa James, City Attorney

Approved as to Insurance Requirements

Charles Hagen, Interim Risk Manager

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Consent Item

Caption:

Second hearing and consideration of adoption of the following ordinances (R.Guerra):

1. For case Z15-07, approving a request from the Bentwood Land Company to rezone approximately 5.85 acres of unaddressed property located at the intersection of North Bentwood Drive and Lake Trail Court from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the Single-Family Residential (RS-1) Zoning District
2. For case SU15-02, an Ordinance approving a request from Carl Word to authorize a Special Use to allow for accessory structures on approximately 1.53 acres out of 155.78 acres located at 2602 Red Bluff Road (on property more commonly referred to as "La Siesta Isle" or "Rattlesnake Island")

Summary/History:

Please see attached staff reports

Financial Impact:

N/A

Other Information/Recommendation:

Please see attached staff reports

Attachments:

- | | |
|---|-------------------------------------|
| 1. Staff Report Including Ordinance Z15-07 | PL_Z15-07 Bentwood Land Co_Memo.pdf |
| 2. Staff Report Including Ordinance SU15-02 | PL_SU15-02 Word_Memo.pdf |

Presentation:

None

Approvals/Reviews:

Guerra, Rebeca
Kendrick, Bryan

Created/Initiated
Final Approval

STAFF REPORT



Meeting: October 20, 2015

To: City Council

From: Jon James, AICP
Director

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case: Z15-07

Request: Rezoning from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the Single-Family Residential (RS-1) Zoning District

Location: Unaddressed tracts; generally located approximately 850 feet southeast of the intersection of North Bentwood Drive and Lake Trail Court

Legal Description: 5.850 acres out of the C. Berberich Survey #177, Abstract #52 and the H. Zerbach Survey #178, Abstract #4210; and being 6.791 acres out of the C. Berberich Survey #177, Abstract #52

Size: 12.641 acres

Caption: First Public Hearing and consideration for Case Z15-07, an Ordinance approving a request from the Bentwood Land Company to rezone approximately 5.85 acres of unaddressed property located at the intersection of North Bentwood Drive and Lake Trail Court from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the Single-Family Residential (RS-1) Zoning District

General Information

Future Land Use: Neighborhood

Zoning: Ranch & Estate (R&E) and Low Rise Multifamily Residential (RM-1)

Existing Land Use: Vacant land

Surrounding Zoning / Land Use:

North:	Single-Family Residential (RS-1) and Low Rise Multifamily Residential (RM-1)	Single family dwellings & vacant land
West:	Single-Family Residential (RS-1)	Single family dwellings & vacant land
South:	No Zoning (ETJ)	Vacant land
East:	No Zoning (ETJ)	Vacant land

District: CMD#6 – Charlotte Farmer

Neighborhood: Bonham Neighborhood

Thoroughfares/Streets: Per the Master Thoroughfare Plan (MTP), Enclave Court is classified as a “Local Street.” A Local Street carries light neighborhood traffic at low speeds. The existing road has a right-of-way of approximately 50 feet and an existing paving width of 40 feet, both in compliance with the MTP.

Recommendation:

The Planning Division recommends **APPROVAL** of a Rezoning request from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the Single-Family Residential (RS-1) Zoning District.

Planning Commission Recommendation:

On September 21, 2015, the Planning Commission recommended **APPROVAL** of the applicant’s request for a Rezoning to the Single-Family Residential (RS-1) Zoning District by a unanimous 7–0 vote. The following is the complete excerpt of the minutes from the September 21, 2015, meeting for this case:

Rebeca Guerra, Planning Manager, outlined the request for a Zone Change from Ranch and Estate (R&E) and Low Rise Multifamily Residential (RM-1) to Single Family Residence (RS-1) on the 12.641-acre property. The southern parcel zoned R&E was subject to a recent Annexation. The Future Land Use is "Neighborhood." The Staff recommendation is to approve the Zone Change on the grounds it is compatible with the Comprehensive Plan, compatible with the existing RS-1 subdivision, and would result in a logical and orderly development for this area zoned RS-1. Two notifications were mailed out. There were zero responses received in favor and zero responses received against the request.

Herb Hooker of SKG Engineering, the representative for the applicant, explained that the RS-1 zoning was necessary to facilitate the development of single family homes.

A Motion to approve the proposed Zone Change from Ranch and Estate (R&E) and Low Rise Multifamily Residential (RM-1) to Single Family Residence (RS-1) was made by Commissioner Crisp and seconded by Commissioner Smith. The Motion carried unanimously, 7-0.

History and Background:

On August 13, 2015, the applicant submitted a Rezoning request in order to rezone these properties from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the Single-Family Residential (RS-1) Zoning District so that he may construct single-family residential dwellings which will eventually become part of the Bentwood Country Club subdivision. The subject properties comprise 5.850 acres (to the north) and 6.791 (to the south), for a total contiguous ownership of 12.461 acres. It is the applicant's intent to erect single family housing units on the subject site. The 5.850 acre parcel was the subject of an annexation approved by City Council on August 18, 2015.

Analysis:

Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request. The following analysis has been done for a proposed Rezoning to "Neighborhood Commercial."

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*

The subject property is designated “Neighborhood” within the Future Land Use (FLU) map of the City’s Comprehensive Plan. Neighborhoods support promoting “an appropriate balance of use within each neighborhood’ and promotes “neighborhood diversity and security by encouraging a mix of age, income, and housing choices within San Angelo’s neighborhoods.” The properties are located within an established area of single-family dwellings and there does not appear to be any other use developed in the immediate area. The properties would not be bringing in an entirely new zone district to the area, but instead, would serve as an expansion of the established Bentwood Country Club subdivision. Therefore, it would appear that a RS-1 Zoning designation on the subject properties would be consistent with the City’s Comprehensive Plan policies.

2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*

The applicant has indicated that any development on subject site would comply with the requirements set forth in the Zoning Ordinance for the RS-1 Zoning District including, but not limited to, minimum lot area, minimum lot dimensions, maximum height, and minimum living area. The single-family detached residences are required to be setback 25 feet from the front property line at a right-of-way, 5 feet from the side property lines, and 20 feet from the rear property line. Therefore, it appears that the proposed Rezoning would not conflict with any portion of the Zoning Ordinance.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*

As indicated, the lands immediately east and north, which are part of the Bentwood Country Club subdivision, are already zoned RS-1, so the proposed zone change would be an extension of what is already permitted in the immediate area. There is a tract of land to the immediate northwest which is zoned RM-1, as well as a smaller tract which is zoned Neighborhood Commercial (CN), but as these properties remain vacant, it is not anticipated that the proposed Rezoning would prove to be incompatible with the eventual development of these sites.

4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.*

As stated previously, the 5.850-acre northernmost parcel was the subject of an annexation approved by City Council on August 18, 2015. Upon annexation, the site was given a Zoning designation of Ranch & Estate (R&E). The 6.791-acre southernmost parcel is zoned RM-1. Because it is the applicant’s intent to construct

single-family detached residential dwellings, the RS-1 Zoning District appears to be the most consistent District applicable for the proposed development.

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.*

Any grading, drainage, and stormwater issues would be reviewed by Engineering Staff at the building permit stage. The single-family residential use being proposed with this amendment is not one which would be normally associated with creating adverse impacts on the natural environment of an area predominantly developed as single-family residential.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.*

Based on the policies cited above in the City's Comprehensive Plan and the surrounding area, there appears to be a community need for more single-family housing. Growth continues in San Angelo and more housing would provide additional accommodation to new residents and families coming as a result. The site is small enough and close enough to existing development that it would not be adversely encroaching into the existing low density residential area. Rather, it is being proposed as an extension of the existing RS-1 zoning immediately to the east and north.

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.*

As noted above, the proposed development would serve as an expansion of the adjacent Bentwood Country Club subdivision. The applicant is proposing to develop single-family detached residential in much the same manner as the existing dwellings. In fact, an expansion of Enclave Court is anticipated as a result of this development which would tie the proposed units directly with the existing residential dwellings.

Notification:

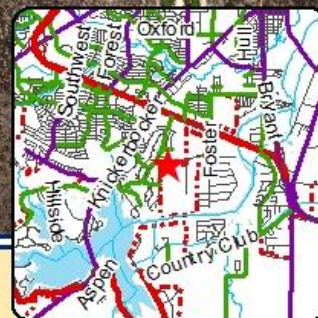
On September 11, 2015, two (2) notifications were mailed out within a 200-foot radius of the subject site. As of September 17, 2015, there were zero (0) responses in favor and zero (0) in opposition of the request.

Action Requested:

The action requested is for City Council to **APPROVE** Case Z15-07 for a Rezoning from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the **Single-Family Residential (RS-1) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
List of Individuals/Entities Notified
Draft Ordinance



Zoning Case File

Case Z15-07: Bentwood

Council District: Charlotte Farmer

Neighborhood: Bonham

Scale: 1" approx. = 500 ft

Subject Property Legal Description(s):

Legend

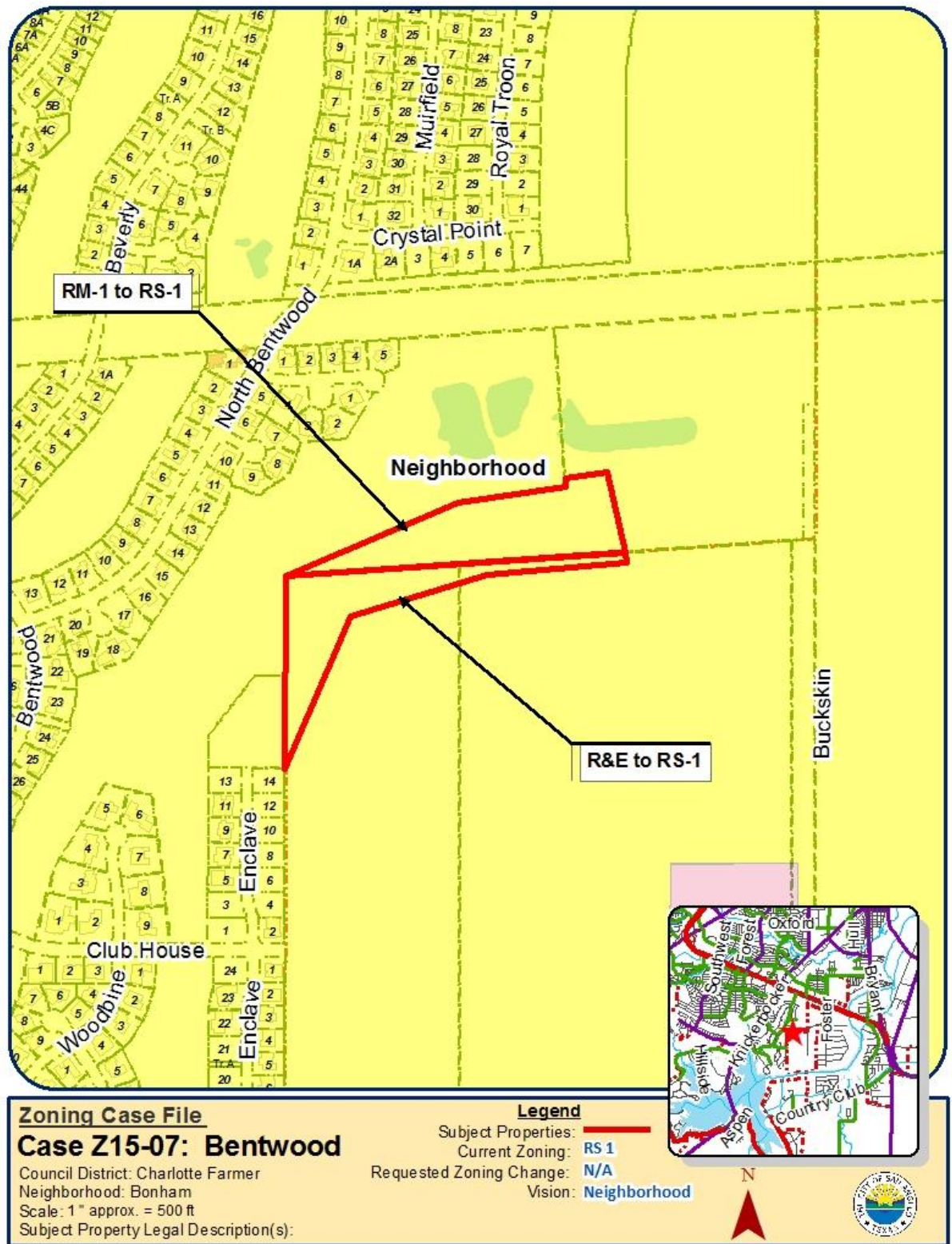
Subject Properties: —

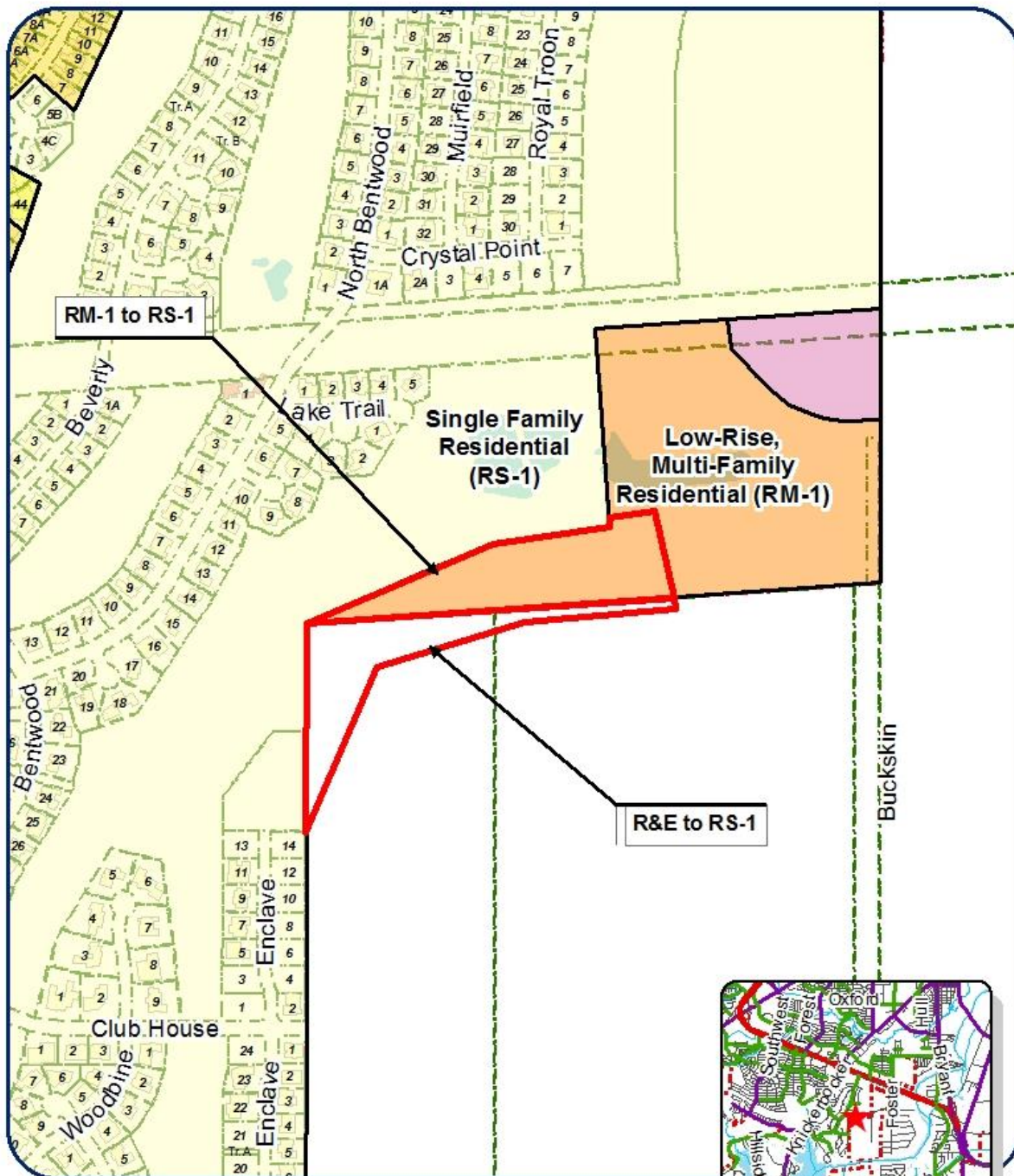
Current Zoning: RS 1

Requested Zoning Change: N/A

Vision: Neighborhood







Zoning Case File

Case Z15-07: Bentwood

Council District: Charlotte Farmer

Neighborhood: Bonham

Scale: 1" approx. = 500 ft

Subject Property Legal Description(s):

Legend

Subject Properties: —

Current Zoning: RS 1

Requested Zoning Change: N/A

Vision: Neighborhood





Zoning Case File

Case Z15-07: Bentwood

Council District: Charlotte Farmer

Neighborhood: Bonham

Scale: 1" approx. = 500 ft

Subject Property Legal Description(s):

Legend

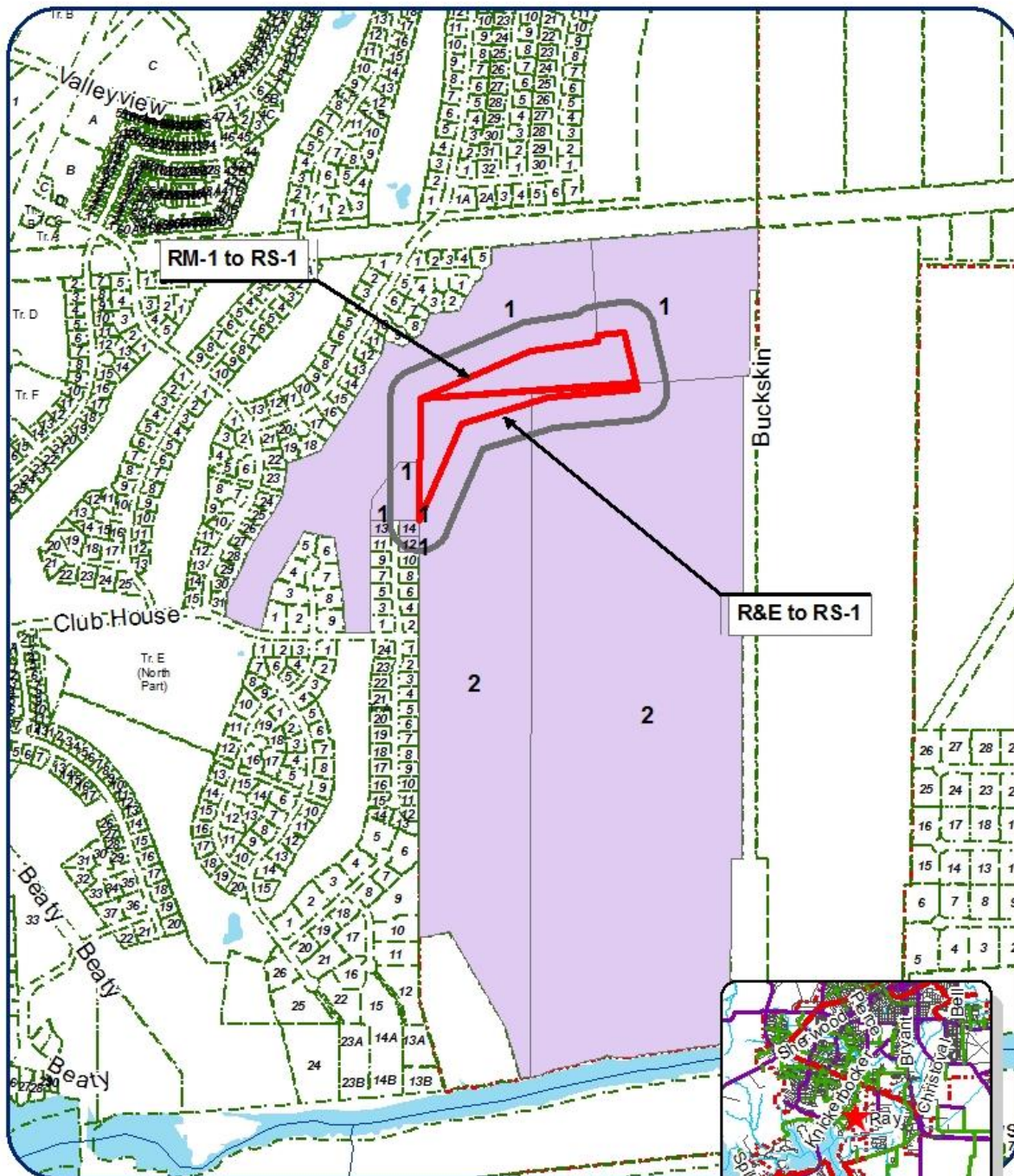
Subject Properties: —

Current Zoning: RS 1

Requested Zoning Change: N/A

Vision: Neighborhood





Zoning Case File

Case Z15-07: Bentwood

Council District: Charlotte Farmer

Neighborhood: Bonham

Scale: 1" approx. = 850 ft

Subject Property Legal Description(s):

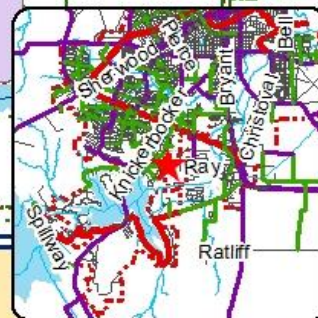
Legend

Subject Properties: —

Current Zoning: RS 1

Requested Zoning Change: N/A

Vision: Neighborhood



LIST OF INDIVIDUALS / ENTITIES NOTIFIED

BENTWOOD CC LLC	PO BOX 61664	SAN ANGELO	TX	76906-1664
SHEEN TERRELL C	1920 PECOS ST	SAN ANGELO	TX	76901-3171
SHEEN TERRELL C	1920 PECOS ST	SAN ANGELO	TX	76901-3171
BENTWOOD CC LLC	PO BOX 61664	SAN ANGELO	TX	76906-1664
BENTWOOD CC LLC	PO BOX 61664	SAN ANGELO	TX	76906-1664
BENTWOOD CC LLC	PO BOX 61664	SAN ANGELO	TX	76906-1664
BENTWOOD CC LLC	PO BOX 61664	SAN ANGELO	TX	76906-1664
BENTWOOD CC LLC	PO BOX 61664	SAN ANGELO	TX	76906-1664

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 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, TO WIT: **unaddressed tracts; generally located approximately 850 feet southeast of the intersection of North Bentwood Drive and Lake Trail Court; more specifically being 5.850 acres out of the C. Berberich Survey #177, Abstract #52 and the H. Zerbach Survey #178, Abstract #4210; and being 6.791 acres out of the C. Berberich Survey #177, Abstract #52, a request for approval of a zone change from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the Single-Family Residential (RS-1) Zoning District; PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY**

RE: Z15-07: Bentwood Land Company

WHEREAS, the Planning Commission for the City of San Angelo and the governing body for the City of San Angelo, in compliance with the charter and the state law with reference to zoning regulations and a zoning map, have given requisite notice by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners and persons interested, generally, and to persons situated in the affected area and in the vicinity thereof, is 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: That the basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo on January 4, 2000, and included within Chapter 12 of the Code of Ordinances for the City of San Angelo, be and the same is hereby amended insofar as the property hereinafter set forth, and said ordinance generally and the zoning map shall be amended insofar as the property hereinafter described:

Unaddressed tracts; generally located approximately 850 feet southeast of the intersection of North Bentwood Drive and Lake Trail Court; more specifically being 5.850 acres out of the C. Berberich Survey #177, Abstract #52 and the H. Zerbach Survey #178, Abstract #4210; and being 6.791 acres out of the C. Berberich Survey #177, Abstract #52, a request for approval of a zone change from the Ranch & Estate (R&E) and the Low Rise Multifamily Residential (RM-1) Zoning Districts to the Single-Family Residential (RS-1) Zoning District, shall henceforth be permanently zoned as follows: Single-Family Residential (RS-1) Zoning District.

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 2: That 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 3: That the following severability clause is adopted with this amendment:

SEVERABILITY:

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: That the following penalty clause is adopted with this amendment:

PENALTY:

Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

INTRODUCED on the **20th day of October, 2015**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of November, 2015**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved As To Content:

Rebeca Guerra, AICP, LEED-AP, CPD
Planning Manager

Approved As To Form:

Theresa James,
City Attorney

STAFF REPORT



Meeting: October 20, 2015

To: City Council

From: Jon James, AICP
Director

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case: SU15-02

Request: Special Use to allow for accessory structures, as defined in Section 402 of the Zoning Ordinance, without a single family residence in the Single-Family Residential (RS-1) Zoning District

Location: 2602 Red Bluff Road; generally located on an island located within the confines of Lake Nasworthy, more commonly referred to as "La Siesta Isle" (aka Rattlesnake Island), Lake Nasworthy Lots or Campsites

Legal Description: Being approximately 1.53 acres out of 155.78 acres out of Tracts 11 and 11-B in the G. Maurer Survey #182

Size: ~ 1.53 acres

Caption: First Public Hearing and consideration for Case SU15-02, an Ordinance approving a request from Carl Word to authorize a Special Use to allow for accessory structures on approximately 1.53 acres out of 155.78 acres located at 2602 Red Bluff Road

(on property more commonly referred to as “La Siesta Isle” or “Rattlesnake Island”)

General Information

Future Land Use: Open Space

Zoning: Single-Family Residential (RS-1)

Existing Land Use: Vacant land

Surrounding Zoning/Land Use:

North:	Single-Family Residential (RS-1)	Single family residences, Lake Nasworthy
West:	Single-Family Residential (RS-1)	Single family residences, Lake Nasworthy
South:	Single-Family Residential (RS-1)	Single family residences, Lake Nasworthy
East:	Single-Family Residential (RS-1)	Single family residences, Lake Nasworthy

District: SMD#1 – Rodney Fleming

Neighborhood: Nasworthy Neighborhood

Thoroughfares/Streets: Per the Major Thoroughfare Plan (MTP), Red Bluff Road is classified as a “Local Street.” A local street carries light neighborhood traffic at low speeds. Red Bluff Road has an existing right-of-way of 76 feet, and a paving width of 32 feet.

Recommendation:

The Planning Division recommends **DENIAL** of the proposed Special Use request.

Planning Commission Recommendation:

On September 21, 2015, the Planning Commission recommended **APPROVAL** of the applicant’s request for a Rezoning to the Single-Family Residential (RS-1) Zoning District by a unanimous 7–0 vote. The following is the complete excerpt of the minutes from the September 21, 2015, meeting for this case:

Rebeca Guerra, Planning Manager, outlined the request for a Special Use to allow for accessory structures without a principal structure on the property in a "Single Family Residential (RS-1)" Zone. She explained that there was a misunderstanding as to the size of the subject property that was seeking this request. Ms. Guerra indicated that the City owns 155.78 acres, but the applicant is only leasing 1.53 acres of this land from the City, and the subject application for the Special Use is only for the 1.53 acres. The Future Land Use (FLU) is "Open Space" but the site is surrounded by lands with a "Neighborhood" FLU designation. This property, as well as most of the surrounding properties, are zoned "Single Family Residential (RS-1)." The Staff recommendation is to deny the Special Use on the grounds that there is no buffering being proposed by the applicant to screen the structures as the property is visible to surrounding residential properties. The proposal is also inconsistent with the Zoning Ordinance in that an accessory structure is meant to be "incidental and subordinate" to a principal structure. There would be no one to live onsite to monitor the activities that would take place. Staff also believes traffic would increase and Red Bluff Road does not have sufficient width. The Subdivision Ordinance requires 40 feet and the road is only 32 feet. There are also concerns about noise. In addition, there are already recreational uses on the site including a boat dock, boat ramp, picnic tables and a barbeque. Finally, staff does not believe the request is consistent with development patterns in the area given the area is surrounded by RS-1 zoning and no other approvals have been given for accessory structures without a principal building in this neighborhood.

Ms. Guerra indicated that 55 notifications were mailed out into an expanded area to allow more of the public to receive notice of this meeting, and 74 additional notifications were hand delivered by Staff in order to clarify the nature of the request as well as the acreage being affected. Staff received one response in favor and eight responses in opposition, and an additional twelve responses in opposition were received before the meeting today.

Commissioner Smith asked if the structures were intended for private use. Ms. Guerra indicated that the structures were only intended for private recreational purposes and the site was being leased for this purpose and single family uses.

Commissioner Jones opened the meeting for public comment.

Carl Word, the applicant and lease holder, indicated that his son, Corey, would be speaking on his behalf.

Corey Word handed out pictures of the site including previous awnings and a storage shed that have since been removed.

Corey Word indicated the proposal is only for the island not for the entire 155 acres. He believes there was a misunderstanding as a result of the initial notification and that residents were under the assumption the proposal was for the entire 155 acres. He mentioned the lot has been leased since 2000 and did not realize his family needed a permit for any new buildings. Corey Word also mentioned that the lease states no residential building can be built within 75 feet of the waterline and therefore, even if he wanted to put a principal building on the site, he would not be able to do so.

Commissioner Smith asked why the property was zoned residential if a house could not be built on the property. Ms. Guerra explained that the site had been zoned in this manner in order to be consistent with all other adjacent properties in the area. Since there is no park or recreation zoning designation in the Zoning Ordinance at the present time, this was the most appropriate zoning designation that could be given to the site.

Mr. Farmer indicated that he did not believe that the request to put a canopy over a picnic table was unreasonable.

Carl Word indicated he is not within 200 feet of anyone, and wanted an explanation of why notifications were sent out beyond the 200-foot requirement.

Ms. Guerra explained when Staff believes that there appears to be an insufficient notification range, the City has the ability to expand the notification area so more residents can be informed as to the nature of a request. In addition, the address is tied to the entire parcel which is 155 acres, and the City's notification covered 200 feet around the 155 acres of land.

Commissioner Priess indicated in future it could have been clarified on the notification that the proposal was only for 1.53 acres even though the site was tied to the parcel that was 155 acres. Ms. Guerra agreed, and indicated that she hand delivered notifications clarifying that the Special Use was only for the 1.53-acre portion of the overall site.

Mr. Jerry Grashaw, a resident in the area, indicated he has never seen a problem on Mr. Word's property.

Mr. Randal Scotty, Vice President of the Lake Nasworthy Homeowners Association, stated that he lives immediately across from the subject site and was involved in getting the original structures torn down a few years ago. He indicated he is against the proposed Special Use.

Mr. David Forbes, a resident, indicated the site cannot be seen from the road due to mesquite trees and is in support of the application.

Ms. Arlon Fraunk said she received a notification from the City that she believes was misleading, and that the Notice Sign was also misleading

because it wasn't located on the subject site itself, but near Red Bluff Road adjacent to the property. She mentioned that now she realizes the proposal was not for the entire 155 acres, and only for the leased portion, she supports the request.

Mr. Cecil Sanke stated that he saw no reason why Mr. Word could not have structures that provide shade on the property.

Herb Hooker with SKG Engineering, representing a nearby developer, indicated that the maximum size for accessory structures is 600 square feet. He agreed that there was a misunderstanding in what was communicated initially, that the Special Use was only for 1.53 acres, not for 155 acres.

Mr. Max Blackburn, a resident, indicated he is not opposed to putting up a shade awning, but is against changing the zoning on the property.

Mr. Trinidad Aquire, a resident and a member of the Lake Board, said this would set a negative precedent for the area. He stated the Lake Board and HOA met about the proposed Special Use and was opposed.

Mr. James Scotty said he is opposed to any development that is not for a single family residence.

Mr. John Meadows, a nearby resident, believed the original notice was confusing and he was not opposed to the development.

Mr. Randal Scotty readdressed the Commission. He stated that his main concern was that the City not approve this application as it would set a precedent for more accessory structures to be built without a principal building. As a resident living directly across from the proposed Special Use site, he was opposed as he has to see the new structures from his home every day.

Mr. Tad Logan, a resident and the head of the Architectural Committee for the Lake Nasworthy Homewowners Association, indicated that if Special Uses are granted for accessory structures only, it would create future problems as more of these developments could ensue.

Corey Word asked the Homeowner's Association how many lots on the Lake are in the same situation where they aren't large enough to build homes on. Mr. Logan answered that there were about 43 properties that might be in this situation, but was not sure.

Commissioner Jackson asked Ms. Guerra if a Special Use was granted, would the Homeowners Association also have a part in the review of plans.

Ms. Guerra explained that the Homeowners Association is a private entity, and that the Homeowners Association could review and approve only private deed restrictions.

Ms. Guerra then indicated that the Planning Commission has the authority to add conditions of approval for the Special Use. She outlined the six proposed Conditions of Approval in the Staff Report, should the Planning Commission wish to approve the Special Use request.

Commissioner Farmer asked why a pre-fabricated carport would be restricted as one of the conditions of approval. Ms. Guerra indicated it would be an aesthetic issue, and clarified that the Planning Commission could omit this if they desired.

A Motion to approve the proposed Special Use for accessory structures without a principal structure, with the six (6) conditions of approval in the Staff Report, taking out the word “not” in Condition #3, was made by Commissioner Jackson and seconded by Commissioner Crisp. The motion carried 6-1, with Commissioners Jackson, Crisp, Brooks, Smith, Priess, and Farmer voting in favor, and Chairperson Jones voting in opposition.

History and Background:

On August 14, 2015, the applicant submitted an application for a Special Use to allow for accessory structures without a single family residence in the Single-Family Residential (RS-1) Zoning District. The subject site, an approximately 1.53-acre peninsula (or “island”) currently has a boat dock/ramp, light pole, and a concrete foundation. The site is currently under lease from the City for forty years, with an ending date of June 30, 2036. It is the applicant’s intent to construct “recreational” type accessory structures on the subject site, although specific uses were not identified on the application.

Analysis:

Section 209(H) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Special Use request.

1. **Impacts Minimized.** *Whether and the extent to which the site plan minimizes adverse affects, including adverse visual impacts, on adjacent properties.*

Because of the nature of the subject site, that is, the fact that it is a peninsula (or “island”) which abuts out into Lake Nasworthy, any structure erected on its land will be readily viewable from adjacent properties, even those across the lake. The applicant has not proposed to construct fencing or plant any landscaping which would visually buffer the proposed accessory structures from adjacent properties. Moreover, there is an open Code Compliance case regarding the existing light pole which may be causing illumination to spill over the boundaries of the site. If the

Special Use were to be granted, the site could be used solely for the storage of boats, vehicles, tools, and/or other recreational equipment, thus likely eliminating any “residential” use from the site. One of the purposes for requiring a residence in conjunction with accessory structures is to ensure that the site itself will be observed and maintained by the resident on a daily basis, so that if any issues do arise, they may hopefully be taken care of in an expeditious manner.

2. Consistent with Zoning Ordinance. *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*

The subject proposal would not appear to comply with Section 402, Specific Use Standards for Accessory Uses and Structures, of the Zoning Ordinance. Section 402 specifically states that accessory structures shall be “incidental and subordinate to allowed principal uses.” The rationale for this is explained by the American Planning Association in its definition of accessory uses, namely “according to whether they are a ‘convenience’ and ‘necessity’ to the principal use.” The City’s Zoning Ordinance exercises control of accessory uses through the primary use (in this case, a single family residence). The link to a primary use becomes a prerequisite to defining and controlling any accessory uses. Otherwise, some prohibited or restricted uses could circumvent established zoning regulations and qualify under the accessory use/structure criteria. That is, a use that should be evaluated as a primary use may be disguised as an accessory. This was never the intent of Section 402 (Accessory Uses & Structures) of the Zoning Ordinance. Nor was it the intent of the Special Use process to be a means to circumvent the restrictions laid forth in Section 402.

3. Compatible with Surrounding Area. *Whether and the extent to which the proposed amendment is compatible with existing and anticipated uses surrounding the subject land.*

The area surrounding the subject site is zoned Single Family Residential (RS-1). The vast majority of these properties contain accessory structures on the same lot or parcel, but only incidental to a single family residence. In those few instances where the accessory structures sit on separate lots or parcels, these properties are owned or leased in conjunction with the land upon which the single family residence sits. Moreover, the sites are either immediately adjacent to one another or directly across a narrow right-of-way. In each of the above instances, the accessory structures/uses operate as “incidental and subordinate to the allowed principal uses” as required by Section 402 and conform to the requirements set forth in Section 501, Residential District Standards. The adjacent vacant lands, also zoned RS-1, would have to be developed consistent with Section 402 and 501, as well as any other section of the City’s Code of Ordinances. Therefore, it does not appear that the proposed Special Use would be compatible with the existing and anticipated uses surrounding the subject land.

4. **Traffic Circulation.** *Whether and the extent to which the proposed special use is likely to result in extraordinarily prolonged or recurrent congestion of surrounding streets, especially minor residential streets.*

“Local Street” Red Bluff Road, as previously mentioned, has an existing paving width of 32 feet. Chapter 10 of the Land Development and Subdivision Ordinance states in Section III that Local Streets in urban subdivisions shall have a minimum paving width of 40 feet, if the road does not have an installed sidewalk. Based on this, it would appear that Red Bluff Road requires 8 feet of additional paving in order to meet these established minimums. As the 1.53-acre site is not being subdivided from the overall 155+ acre parcel, pavement improvement is not required. However, if the site is used more extensively as a result of the construction of permanent accessory structures, and therefore, additional vehicular traffic results, the already constrained right-of-way may see congestion or other circulation issues arising.

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 applicant has indicated that if the Special Use is approved, at least one of the accessory structures would be constructed on the site’s existing concrete foundation. However, any other structures would likely require additional concrete foundations. Given the size of these buildings, it is unlikely that a review of grading, drainage, and stormwater runoff to ensure there are no negative environmental impacts will be required. If the site is to be used exclusively for recreational purposes, there is a likelihood that some noise impact will result from these activities. As stated previously, there is an currently an open Code Compliance case regarding the existing light pole which may be causing illumination to spill over the boundaries of the site. Therefore, there is a strong probability that some adverse impacts on the natural environment may come from erecting permanent accessory structures on a peninsula (or “island”) surrounded on three sides by water.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.*

There does not appear to be a community need for the approval of a Special Use in order to allow for an accessory structure without a principal use. There are areas around Lake Nasworthy where an individual may access a boat dock/ramp in order to reach the lake itself. Additionally, there are parks in the nearby area where

recreational uses may take be enjoyed, like camping, barbequing, picnicking, etc. by the general public. The applicant already enjoys lake accessibility through an existing boat/dock ramp and can further use the site for recreation purpose by utilizing the existing picnic benches, concrete foundation, light pole, and barbeque grill currently on the subject site. Shelter may be provided by means of umbrellas attached to the picnic benches and temporary canopies may be erected in the event that further coverage is needed. These impermanent assemblies may be employed without the need for stand alone, permanent structures which are incompatible and inconsistent with existing and future development.

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.*

Given that the applicant plans to use the subject site for recreation purposes only, Planning Staff believes the existing development patterns for the area would not be maintained. The surrounding properties have all been developed, or will likely be developed, as single family residences with accessory structures incidental to that primary use. No other Special Uses have been granted in the immediate area which would allow for accessory structures to be built on RS-1 zoned property absent a single family residence. If this Special Use were ultimately granted, it may have the unwanted effect of allowing for other sites in the Lake Nasworthy area to have stand-alone accessory structures and be utilized for solely recreational purposes. This would, in effect, circumvent the Zoning process, and the residential RS-1 Zoning designation itself, which limits “allowed” uses to single family residential.

Notification:

On September 11, 2015, 55 notifications were mailed out within a 200-foot radius of the subject site. On September 17, 2015, 74 notices which clarified the acreage and location of the subject property were hand delivered to residents in close proximity to the subject site. As of September 18, 2015, there were eight (8) responses in opposition and one (1) response in favor of the request. At the Planning Commission meeting of September 21, 2015, an additional twelve (12) responses were received.

Action Requested:

The action requested is for City Council to **DENY** Case SU15-01, of an application to allow for accessory structures, as defined in Section 402 of the Zoning Ordinance, without a single family residence in the Single-Family Residential (RS-1) Zoning District.

Alternative Action:

If City Council wishes to follow the Planning Commission's recommendation and **APPROVE** the Special Use request, Staff suggests that the following six (6) Conditions of Approval be considered:

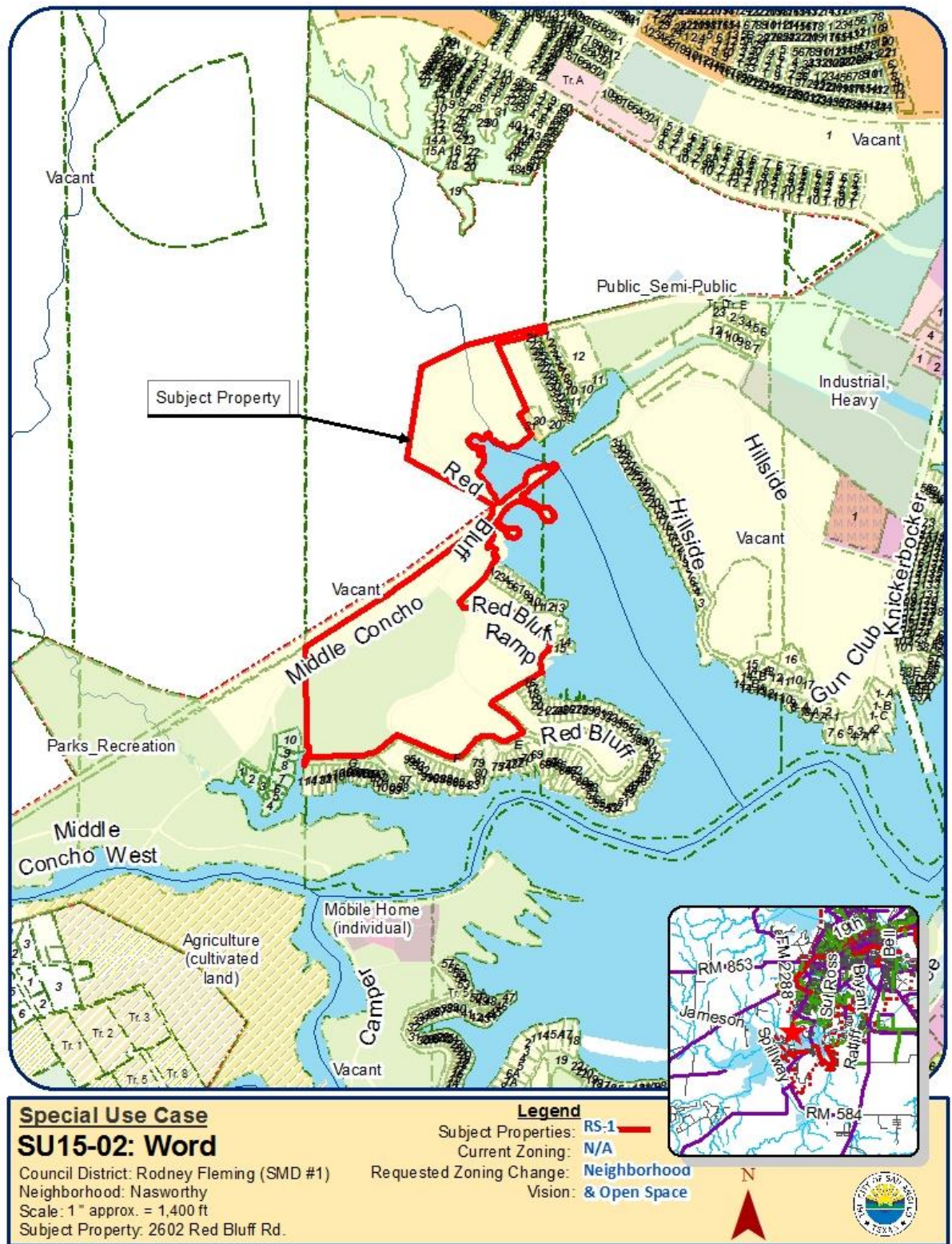
Proposed Conditions:

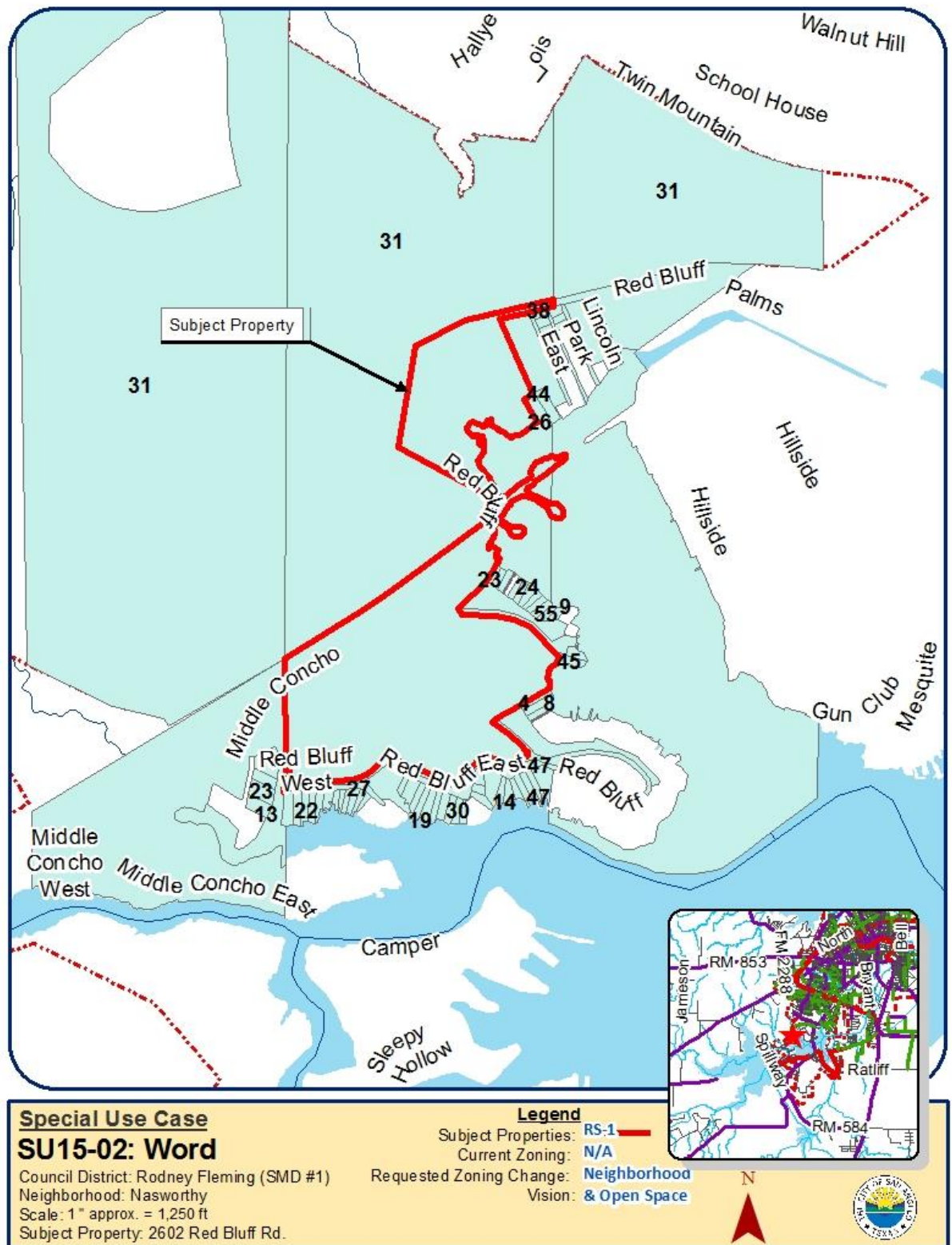
1. Construction of any permanent, accessory structures shall be limited to a 0.46-acre area, as depicted on Exhibit "B."
2. The maximum height for any permanent, accessory structure shall be limited to one (1) story and no more than 15 feet.
3. Building materials for any permanent, accessory structure shall be limited to quality materials, not to include galvanized metal, plastic sheeting, or PVC tubing. Pre-fabricated metal carports or sheds shall be permitted. All proposed structures shall be subject to review and approval by the Planning & Development Services Director, or his/her designee.
4. No amplified noise shall be utilized which would cause a nuisance consistent with the City's Code of Ordinances.
5. All lighting, whether existing or proposed, shall utilize light-emitting diode (LED) light sources and shall be shielded in such a manner so as to not spill over to adjacent properties or the water.
6. No permanent vehicular storage may be permitted on the subject site. Boat storage may be allowed, if covered by a permanent structure whose construction is subject to review and approval by the Planning & Development Services Director, or his/her designee.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map

Initial Responses
Additional Responses
Exhibit "A" (1.53-acre subject site)
Exhibit "B" (area of limited construction)
Application
Draft Ordinance





INITIAL RESPONSES

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. THIS FORM CAN ALSO BE FAXED TO THE PLANNING DIVISION AT 325-657-4227.

() IN FAVOR

(X)

IN OPPOSITION

REASON(S) _____

This info does not explain what accessory structures could be built that would take up 155 acres -- the Red Bluff Road can barely handle the traffic on it as is -- I do not care to see accessory traffic for accessory structures without improvement of road

NAME: _____

Stephanie Sayers

ADDRESS: _____

2738 Red Bluff Road

SIGNATURE: _____

Stephanie Sayers

SU15-02: Carl Word

property owner number: _____

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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. THIS FORM CAN ALSO BE FAXED TO THE PLANNING DIVISION AT 325-657-4227.

() IN FAVOR

(✓) IN OPPOSITION

REASON(S) LAND AREA COVERED BY THIS

SPECIAL USE MUST BE LIMITED TO THE SMALLER
AREA WHERE THE STRUCTURE IS PROPOSED AND NOT
COVER 155.78 ACRES.

APPROVAL OF THIS AS WRITTEN WOULD HAVE
DETRIMENTAL IMPACTS TO ADJACENT PROPERTY
VALUES BECAUSE IT COULD ALLOW FOR ACCESSORY
STRUCTURES TO BE BUILT ALL OVER THE 155.78 ACRES.

NAME: GENE SCHRAOE

ADDRESS: 2014 CATTAIL LN
SAN ANGELO, TX 76904

SIGNATURE: Gene Schraoe

SU15-02: Carl Word

property owner number: _____

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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() IN FAVOR

(X) IN OPPOSITION

REASON(S) I, WORKING WITH THE CITY, TOOK
THIS LEASE HOLDER TO COURT TO HAVE
ASSESSORY STRUCTURES REMOVED FROM
LA SIESTA AKA RATTLESNAKE ISLAND
ABOUT 2 YEARS AGO. HE LOST THE
CASE & THE STRUCTURES WERE TORN DOWN.
HE ALSO HAD (2) TWO ILLEGAL
SELF-MADE BOUYS REMOVED BY THE
LAKE SERVICES. THIS REQUEST HAS
ALREADY BEEN ADJUDICATED, HE WAS
DENIED A VARIANCE!

NAME: DAVID RANDAL SCHKADE
ADDRESS: MAILING: BOX 60784 SAN TX 76906
2718 RED BLUFF RAMP RD.

SIGNATURE: David Randal Schkade

SU15-02: Carl Word

property owner number: _____

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

MAILING ADDRESS: PO. BOX 60784
27029117-27011 SAN ANGELO, TX

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. THIS FORM CAN ALSO BE FAXED TO THE PLANNING DIVISION AT 325-657-4227.

() IN FAVOR

(X) IN OPPOSITION

REASON(S)

There are not enough details to support this decision.

NAME:

Joseph Smith

ADDRESS:

3157 Red Bluff Rd

San Angelo TX 76904

SIGNATURE:

JS

SU15-02: Carl Word

property owner number:

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() IN FAVOR

(X) IN OPPOSITION

REASON(S)

Dont know enough about it yet.

NAME:

ADDRESS:

3081 Red Bluff Rd East

SIGNATURE:

Cecil W. Sanbury

SU15-02: Carl Word

property owner number:

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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() IN FAVOR



IN OPPOSITION

REASON(S) _____

THE SUDDEN PROPOSAL WITH LACK OF INFORMATION OF INTENT. IT SEEMS THERE IS A HIDDEN AGENDA OF MONEY TO BE MADE OF SELLING LOTS. WITH THE ZONE CHANGE, THE OPENING OF STORAGE SYSTEMS & WHATEVER STRUCTURES TO BE BUILT FOR PROFIT WILL DISRUPT OUR WAY OF LIFE, PEACEFULNESS, A WILD LIFE SANCTUARY. SPEAKING AS A FATHER I WOULD LIKE

TO SEE OUR NEIGHBORHOOD STAY QUIET & PLentiful WITH WILD LIFE AND ROOM TO EXPLORE FOR YOUNGER GENERATIONS TO ENJOY. INSTEAD OF OVER CROWDED DEVELOPMENT FOR PROFIT. ADDRESS: KEEP OUR LAKE GREAT FOR FUTURE GENERATIONS TO COME, NOT A COMMERCIAL RESIDENTIAL LAND GRAB.

TRACY HEDGES 3141 RED BLUFF RD EAST.

SIGNATURE: _____

SU15-02: Carl Word

property owner number: _____

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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() IN FAVOR



IN OPPOSITION

REASON(S)

WITH THE SUDDEN AND RUSHED ZONE CHANGE, IT HAS ME CONCERNED ABOUT THE INTENTION. AS FOR ME I LOVE THE NEIGHBORHOOD LIKE IT IS. THE ABUNDANT WILD LIFE TO ENJOY, THE QUIET & PEACEFULNESS OF EVERYTHING. I WOULD LOVE TO CONTINUE THE ABILITY TO LET MY KIDS ENJOY THE RAW LAND, PARKS AND SURROUNDS TO EXPLORE AND LEARN THE NATURAL WILDLIFE AND LANDSCAPE

NAME:

ADDRESS: 3133 Red Bluff Rd. East
San Angelo, TX 76904

SIGNATURE:

SU15-02: Carl Word

property owner number:

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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() IN FAVOR

(X)

IN OPPOSITION

REASON(S)

- TOO LITTLE INFORMATION
- TOO SHORT SUSPENSE.
- I WILL CONTINUE TO BE AGAINST THIS UNTIL I AM CONVINCED THAT IS TRULY JUST A HOUSE TO BUILD AN ACCESSORY STRUCTURE. IT BOthers ME THAT THERE IS AN INTENT TO REMOVE 153.78 ACRES. WHY? THIS CAUSES ME TO WORRY ABOUT THE FUTURE DEVALUATION OF MY PROPERTY.

NAME:

JOHN L. MEADOWS

ADDRESS:

3145 RED BLUFF EAST

SAN ANGELO, TX 76904 (325-949-5490)

SIGNATURE:

John L. Meadows

SU15-02: Carl Word

property owner number:

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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(☒) IN FAVOR () IN OPPOSITION

REASON(S) _____

NAME: Randy Alston
ADDRESS: 6401 Lincoln Park East

SIGNATURE: Randy Alston

SU15-02: Carl Word

property owner number: _____

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

ADDITIONAL RESPONSES

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. THIS FORM CAN ALSO BE FAXED TO THE PLANNING DIVISION AT 325-657-4227.

() IN FAVOR

(X) IN OPPOSITION

REASON(S)

Not enough information to
make an informed decision.

NAME:

DONNA FERBUSER

ADDRESS:

3217 Red Bluff W

SIGNATURE:

Donna Ferguson

SU15-02: Carl Word

property owner number:

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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() IN FAVOR

(/) IN OPPOSITION

REASON(S) _____

Don't know what going to be
done with this land. We like
it like it is now.

Also we don't trust the city
to do anything for my good.
Ever time you do anything
we get it end the rear

NAME: Willard Boetz

ADDRESS: 3261 Red Bluff West

SIGNATURE: Willard Boetz

SU15-02: Carl Word

property owner number: _____

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() IN FAVOR

(X) IN OPPOSITION

REASON(S)

There are not enough details to support this decision.

NAME:

Joseph Smith Amber Smith

ADDRESS:

3157 Red Bluff Rd
San Angelo TX, 76904

SIGNATURE:

JS AS

SU15-02: Carl Word

property owner number:

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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() IN FAVOR

(X) IN OPPOSITION

REASON(S)

Unable to get any information from city for very poorly written letter. Called and left messages beginning Monday - call back came late Friday.

I don't understand why you have to have 155.78 acres to approve a barn like structure on Rattle Snake Island. I will approve the barn - nothing else

NAME: ARCONI Frank

ADDRESS: 3233 Red Bluff W
San Angelo, TX 76904

SIGNATURE: 

SU15-02: Carl Word

property owner number: _____

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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() IN FAVOR

(☒) IN OPPOSITION

REASON(S)

Need more info!

NAME: *David & Linda Barnett*

ADDRESS: *3201 Red Bluff W.*
San Angelo TX 76904

SIGNATURE: *J David Barnett*

SU15-02: Carl Word

property owner number: _____

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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() IN FAVOR

(X) IN OPPOSITION

REASON(S) THE REASON(S) THAT I AM IN MAJOR OPPOSITION TO THIS REQUEST IS THAT YOUR LETTER EXPLAINING WHAT THE CITY IS TRYING TO PRESENT IS EXTREMELY AMBIGUOUS. WHY IS 155.78 ACRES TO BE ALTERED TO HELP MR. WORD'S 1/2 ACRE PROBLEM THAT THE CITY CAUSED TO BEGIN WITH? THESE "ACCESSORY STRUCTURES" COULD MEAN ANYTHING. YOUR LACK OF TRANSPARENCY SREAMS ANOTHER TRASH CAN FIASCO, WATER COMP. WASTE, ROAD COVER WASTE/NO SOLUTIONS OR ANSWERS, ETC. THIS SEEMS LIKE ANOTHER "BEHIND THE SCENES" MANUEVER WHERE CITY RESIDENTS HAVE LESS THAN ONE WEEK TO RESPOND, & THE INDIVIDUALS ON THE PLANNING COMMITTEE ARE GONE 'TIL THE WEEKEND, AND THE PUBLIC HEARING WILL BE HELD FIRST THING MONDAY MORNING. TOO MANY CONVENIENCES/INCONVENIENCES DEPENDING ON WHASE SIDE YOU ARE ON. YES, I HAVE A NUMBER OF QUESTIONS THAT I WOULD LIKE ANSWERS TO; & I WOULD THEREFORE LIKE TO BE PART OF THE PRESENTATION MONDAY MORNING

NAME: TERRY GRASHAW

ADDRESS: 3069 RED BLUFF RD. EAST

SAN ANGELO, TEXAS 76904

SIGNATURE: Terry Grashaw

SU15-02: Carl Word

property owner number: 72

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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. THIS FORM CAN ALSO BE FAXED TO THE PLANNING DIVISION AT 325-657-4227.

() IN FAVOR



IN OPPOSITION

REASON(S) _____

NAME: Harold M. Phillips

ADDRESS: 3073 Red Bluff E

San Angelo, TX 76904

SIGNATURE: Harold M. Phillips

SU15-02: Carl Word

property owner number: _____

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() IN FAVOR

(X) IN OPPOSITION

REASON(S)

Without additional information
as to what the city is planning
for this property in question
I oppose this approval.

In response to the letter informing
us to call for information,
I tried 3 times and was informed
everyone was unavailable until Monday.

NAME:

B.A. REED

ADDRESS:

3149 Red Bluff Rd E.

San Angelo, TX. 76904.

SIGNATURE:



SU15-02: Carl Word

property owner number:

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() IN FAVOR

(☒) IN OPPOSITION

REASON(S)

*There should no change in zoning
anywhere around lake properties
not enough info.*

NAME:

Mark Priest

ADDRESS:

3205 Red Gully Rd West

SIGNATURE:

[Signature]

SU15-02: Carl Word

property owner number: _____

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() IN FAVOR

(✓) IN OPPOSITION

REASON(S) _____

NAME: DENNIS & DENISE Thrift

ADDRESS: 3117 Red Bluff Rd
SAN Angelo, TX

SIGNATURE: Denise Thrift, Dennis Thrift

SU15-02: Carl Word

property owner number: _____

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() IN FAVOR

(X) IN OPPOSITION

REASON(S) Lack of information regarding new zoning restrictions

NAME: Tyler Bradley

ADDRESS: 3229 Red Cliff

SIGNATURE: Tyler Bradley

SU15-02: Carl Word

property owner number: _____

If you have any questions about these proceedings, please call Ms. Rebeca Guerra, Planning Manager, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached at fax number 325-657-4227.

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() IN FAVOR

(X) IN OPPOSITION

REASON(S)

I am in favor of this acreage remaining forever open for a wildlife habitat. That is the only use I will approve of

NAME: Joe and Jacqueline Herald

ADDRESS: 3249 Red Bluff Rd W
San Angelo, Tx 76904

SIGNATURE: Jacqueline Herald

SU15-02: Carl Word

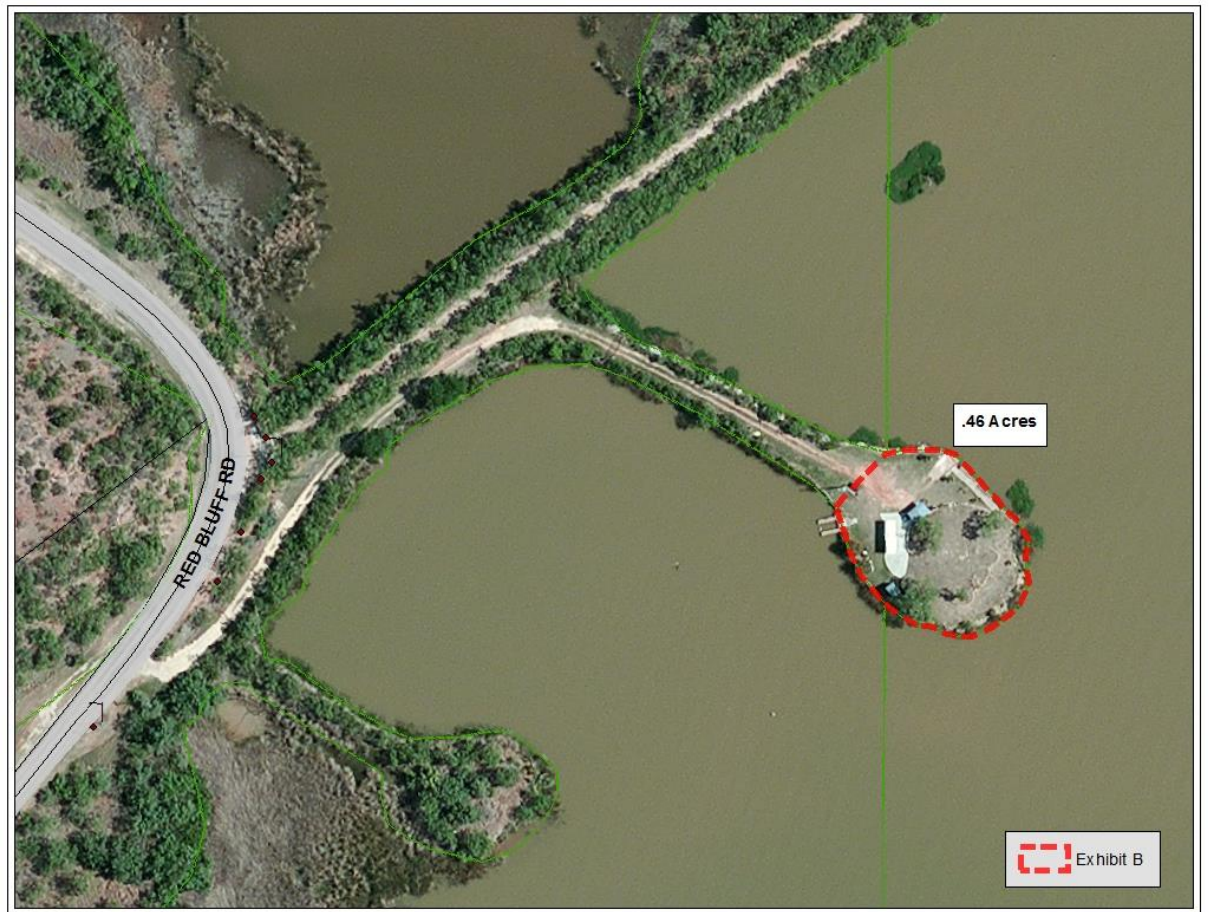
property owner number:

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EXHIBIT "A"



EXHIBIT "B"



City of San Angelo, Texas - Planning Division
Application for Approval of a SPECIAL USE

Name of Applicant(s): Carl D. Word

☒ Owner ☐ Representative (Affidavit required)

Mailing Address: 1719 Catalina Dr Telephone: 325-949-4040

City/State/Zip: San Angelo, TX 76901 Fax/other: _____

Contact Email Address: CDHD1999@Yahoo.com

Subject Property Address and/or Location*:
2602 Red Bluff Rd. (La Siesta Island)

Legal Description*:

Island located within the confines of Lake Nasworthy.
More commonly known or referred to as "La Siesta Island"
Also commonly known as 2602 Red Bluff Rd
Lot Size: Unknown Zoning: Recreation and/or Single Family Residence

Existing Use of Property: Recreation

Proposed Use of Property: Recreation

Proposed Special Use (from Art. 309): Accessory structure without Residency

* use attachment, if necessary

I/We the undersigned acknowledge that the information provided above is true and correct, and have read the statements below.

Signature

Date

1. If approved, a Special Use is applied to the property, not the property owner.
2. The Planning Commission makes the final decision on Special Use requests; appeals may be directed to City Council.
3. Approval of this Special Use request does not constitute approval of permits, site plans, or other processes that require separate approval.
4. If a permit is not sought within one year of the approval date of this Special Use, it will expire and requires another application.

I understand that this Commission is required by law to make decisions based on the following criteria, and I assert that my request meets all of the required criteria **based on my explanation(s)** below:

- **Impacts Minimized.** Whether and the extent to which the proposed special use creates adverse effects, including adverse visual impacts, on adjacent properties.

Explanation: No visual impacts. There are no adjacent
properties within 200 ft of ~~the~~ property.

- **Consistent with Zoning Ordinance.** Whether and the extent to which the proposed special use would conflict with any portion of this Zoning Ordinance, including the applicable zoning district intent statement.

Explanation: I am applying for accessory structures
without a residence AND will be in compliance with
LOCAL ZONING ORDINANCE.

- **Compatible with Surrounding Area.** Whether and the extent to which the proposed special use is compatible with existing and anticipated uses surrounding the subject land.

Explanation: Compatible with surrounding properties
structures will be compliant to city code and
surrounding subject land

- **Effect on Natural Environment.** Whether and the extent to which the proposed special use would result in significant adverse impacts on the natural environment, including but not limited to, adverse impacts on water and air quality, noise, storm-water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.

Explanation: None - STRUCTURE WILL BE ON CONCRETE
(EXISTING) PADS AND WOULD NOT HAVE AN IMPACT ON
WILDLIFE, WETLANDS OR NATURAL ENVIRONMENT

- **Community Need.** Whether and the extent to which the proposed special use addresses a demonstrated community need.

Explanation: NO - I WILL PROVIDE NEEDED SHADE
FOR USERS OF PROPERTY UNDER RECREATIONAL USE.

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

Explanation: It is in line with development of property for
recreational use in respect of surrounding properties

I wish to **appeal the denial** of the Commission to the City Council.

Signature _____

Date _____

OFFICE USE ONLY

Case no.: CU _____ - _____

Date of application: 8/14/15

Received by: Santiago Abasolo

Date paid: _____

Nonrefundable application fee (with deposit): \$ 378

Receipt No.: _____

River Corridor Commission? ☐ yes ☒ no

If yes, RCC meeting date: _____

Planning Commission hearing date: 9/21/15

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 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, TO WIT: **2602 Red Bluff Road; generally located on an island located within the confines of Lake Nasworthy, more commonly referred to as "La Siesta Isle" (aka Rattlesnake Island), Lake Nasworthy Lots or Campsites; more specifically being approximately 1.53 acres out of 155.78 acres out of Tracts 11 and 11-B in the G. Maurer Survey #182, a request for approval of a Special Use to allow for accessory structures, as defined in Section 402 of the Zoning Ordinance, without a single family residence in the Single-Family Residential (RS-1) Zoning District;** PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

RE:SU15-02: Carl Word

WHEREAS, the Planning Commission for the City of San Angelo and the governing body for the City of San Angelo, in compliance with the charter and the state law with reference to zoning regulations and a zoning map, have given requisite notice by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners and persons interested, generally, and to persons situated in the affected area and in the vicinity thereof, is 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: That the basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo on January 4, 2000 and included within Chapter 12 of the Code of Ordinances for the City of San Angelo, be and the same is hereby amended insofar as the property hereinafter set forth, and said ordinance generally and the zoning map shall be amended insofar as the property hereinafter described:

2602 Red Bluff Road; generally located on an island located within the confines of Lake Nasworthy, more commonly referred to as "La Siesta Isle" (aka Rattlesnake Island), Lake Nasworthy Lots or Campsites; more specifically being approximately 1.53 acres out of 155.78 acres out of Tracts 11 and 11-B in the G. Maurer Survey #182, shall have a Special Use to allow for accessory structures, as defined in Section 402 of the Zoning Ordinance, without a single family residence in the Single-Family Residential (RS-1) Zoning District. Said special uses shall have no fundamental effect upon its underlying or base zoning classification.

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 2: That 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 3: That the following severability clause is adopted with this amendment:

SEVERABILITY:

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: That the following penalty clause is adopted with this amendment:

PENALTY:

Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

SECTION 5: That the use of this subject property allowed under this Special Use approval shall be subject to the following conditions:

- (1) Construction of any permanent, accessory structures shall be limited to a 0.46-acre area, as depicted on Exhibit "B."
- (2) The maximum height for any permanent, accessory structure shall be limited to one (1) story and no more than 15 feet.
- (3) Building materials for any permanent, accessory structure shall be limited to quality materials, not to include galvanized metal, plastic sheeting, or PVC tubing. Pre-fabricated metal carports or sheds shall be permitted. All proposed structures shall be subject to review and approval by the Planning & Development Services Director, or his/her designee.
- (4) No amplified noise shall be utilized which would cause a nuisance consistent with the City's Code of Ordinances.

- (5) All lighting, whether existing or proposed, shall utilize light-emitting diode (LED) light sources and shall be shielded in such a manner so as to not spill over to adjacent properties or the water.
- (6) No permanent vehicular storage may be permitted on the subject site. Boat storage may be allowed, if covered by a permanent structure whose construction is subject to review and approval by the Planning & Development Services Director, or his/her designee.

INTRODUCED on the **20h day of October, 2015**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of November, 2015**.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved As To Content:

Approved As To Form:

Rebeca Guerra, AICP, LEED-AP, CPD
Planning Manager

Theresa James,
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Discussion on low or no cost spay/neuter program - (Presentation by Neighborhood Services Assistant Director James Flores)

Summary/History:

On Oct 6, 2015, Council approved an amendment to the Animal Control ordinance to require all pets to be spayed or neutered. In order to make the cost of the operation more affordable, Council instructed staff to develop and present a low cost spay/neuter program.

The city recently hired a veterinarian who will report on Nov 2, 2015 and once the shelter is outfitted with the proper equipment and supplies, the city can begin offering a low cost program for citizens that meet the income eligibility requirements. Staff recommends setting income eligibility at 125% of poverty based on a sliding scale and on the number of individuals in the household which is the state's definition of low income levels. It is also the income threshold set for most state funded social services programs.

Example: a family of four cannot make more than \$29,812.00 per year to be eligible for the reduced rate. The family's cost would be based on how much lower their income is to 125% of the federal poverty level.

Recommended fees:

0-50% of poverty = No cost

51-75% of poverty = \$20

76-100% of poverty = \$30

101-125% of poverty = \$40

Financial Impact:

Financial impact is not yet determined, it will depend on the direction we receive.

Other Information/Recommendation:

Staff seeks direction from council.

Attachments:

Presentation:

Powerpoint presentation

Approvals/Reviews:

Salas, Bob

Salas, Bob

James, Theresa

Carriger, Tina

James, Theresa

Dunn, Becky

Kendrick, Bryan

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Discussion and review of the Animal Services annual budget and fees - (Presentation by Neighborhood Services Assistant Director James Flores)

Summary/History:

On October 6, 2015 Council requested information on the Animal Services annual budget in order to provide insight into current shelter expenditures and to allow for discussions on possible efficiencies in overall operations.

The 2015-2016 budgeted expenditures are set at \$927,387 offset by expected revenue of \$128,061 for a total cost to the general fund of \$799,326 (please see attached Animal Services budget sheet). Some of the major expenditures are listed below:

- \$583,368 Full time salaries and benefits
- \$36,777 For overtime
- \$31,179 Utilities (water, gas, electricity)
- \$33,722 Custodial and grounds maintenance
- \$31,676 Vehicle maintenance
- \$36,337 Gas
- \$26,192 Food
- \$36,825 Chemicals & medicine
- \$57,502 Contract services (part-time seasonal shelter workers)
- \$16,440 Professional services (part-time vet 1 hour per day)

In addition to the annual budget, Council requested information on current shelter fees:

- Impound fees \$18
- Processing fees \$18
- Boarding fees \$10 per day
- City registration \$7
- Rabies vac \$8
- Heartworm \$7
- Euthanasia \$7
- Adoptions \$85 for dogs, \$50 for cats fully vetted (\$28 if already altered)

Financial Impact:

Budget may or may not be amended pending council direction.

Other Information/Recommendation:

Staff seeks council direction on future budget actions.

Attachments:

- | | | |
|----|---|----------------------------------|
| 1. | Animal Services 2015-2016 annual budget | 101-7803 Animal Services (2).pdf |
|----|---|----------------------------------|

Presentation:

Powerpoint slides

Approvals/Reviews:

Salas, Bob	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

CITY OF SAN ANGELO, TEXAS
DEPARTMENTAL EXPENDITURE/REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	MONTH ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% Realized
FUND 101 GENERAL							
101-7803-322.60-00	LICENSES AND PERMITS	66,986-	66,986-	0	0	66,986-	.00
101-7803-335.40-02	NOISE REDUCTION GRANT	0	0	0	0	0	.00
101-7803-345.40-00	ANIMAL SHELTER FEES	34,977-	34,977-	0	0	34,977-	.00
101-7803-345.40-01	SHELTER DEPOSITS	26,098-	26,098-	0	0	26,098-	.00
101-7803-365.40-23	ANIMAL ADOPTIONS	0	0	0	0	0	.00
* REVENUE		128,061-	128,061-	0	0	128,061-	.00
101-7803-442.01-10	FULL-TIME SALARIES	406,364	406,364	17,680	17,680	388,684	.04
101-7803-442.01-30	OVERTIME	36,777	36,777	384	384	36,393	.01
101-7803-442.01-40	LEAVE PAYOFFS	0	0	9,111	9,111	9,111-	.00
101-7803-442.01-60	CAR ALLOWANCE	0	0	0	0	0	.00
101-7803-442.02-10	GROUP INSURANCE	70,803	70,803	3,988	3,988	66,815	.06
101-7803-442.02-20	FICA	31,086	31,086	1,866	1,866	29,220	.06
101-7803-442.02-30	RETIREMENT	70,068	70,068	4,240	4,240	65,828	.06
101-7803-442.02-35	PARS	0	0	42	42	42-	.00
101-7803-442.02-60	WORKERS COMP. INSURANCE	5,047	5,047	236	236	4,811	.05
101-7803-442.03-20	PROFESSIONAL SERVICES	16,440	16,440	0	0	16,440	.00
101-7803-442.03-29	TEMPORARY SERVICES	0	0	0	0	0	.00
101-7803-442.03-30	CONTRACT SERVICES	57,502	57,502	0	0	58,324	.01-
101-7803-442.03-50	SPECIAL SERVICES	0	0	0	0	0	.00
101-7803-442.04-11	WATER/SEWER UTILITIES	8,004	8,004	929	929	7,075	.12
101-7803-442.04-12	NATURAL GAS	3,375	3,375	0	0	3,375	.00
101-7803-442.04-13	ELECTRICITY	19,800	19,800	0	0	19,800	.00
101-7803-442.04-23	CUSTODIAL	16,540	16,540	0	0	16,540	.00
101-7803-442.04-30	GENERAL MAINTENANCE	2,220	2,220	0	0	2,220	.00
101-7803-442.04-31	BLDG. & GROUNDS MAINT.	10,712	10,712	16	16	4,007	.63
101-7803-442.04-32	EQUIPMENT MAINTENANCE	4,250	4,250	0	0	3,573	.16
101-7803-442.04-33	VEHICLE MAINTENANCE	31,676	31,676	0	0	31,676	.00
101-7803-442.04-35	SYSTEM MAINTENANCE	1,409	1,409	0	0	1,409	.00
101-7803-442.04-42	RENT OF EQUIPMENT	3,000	3,000	211	211	2,789	.07
101-7803-442.05-30	COMMUNICATION	5,584	5,584	558	558	5,026	.10
101-7803-442.05-31	CELLULAR PHONE	2,165	2,165	0	0	2,165	.00
101-7803-442.05-50	PRINTING & COPYING	1,290	1,290	0	0	1,290	.00
101-7803-442.05-80	TRAVEL & LODGING	3,000	3,000	0	0	3,000	.00
101-7803-442.05-90	CONVENTIONS & SCHOOLS	925	925	350	350	575	.38
101-7803-442.05-91	PROF.DUES & SUBSCRIPTIONS	50	50	0	0	50	.00
101-7803-442.06-09	CASH OVER/SHORT	0	0	0	0	0	.00
101-7803-442.06-10	OFFICE SUPPLIES	1,866	1,866	0	0	1,866	.00
101-7803-442.06-12	MINOR APPARATUS & TOOLS	1,500	1,500	0	0	1,500	.00
101-7803-442.06-13	UNIFORMS	1,525	1,525	0	0	1,525	.00
101-7803-442.06-14	POSTAGE & SHIPPING	2,000	2,000	1	1	1,999	.00
101-7803-442.06-16	GENERAL SUPPLIES	11,795	11,795	532	532	11,263	.05
101-7803-442.06-17	COMPUTER SUPPLIES	100	100	0	0	100	.00
101-7803-442.06-18	SAFETY SUPPLIES	510	510	0	0	510	.00
101-7803-442.06-26	GASOLINE	36,337	36,337	0	0	36,337	.00
101-7803-442.06-30	FOOD	26,192	26,192	494	494	25,573	.02
101-7803-442.06-40	BOOKS & PERIODICALS	100	100	0	0	100	.00
101-7803-442.06-50	CHEMICAL & MEDICAL	36,825	36,825	1,534	1,534	34,014	.08
101-7803-800.07-20	BUILDINGS	0	0	0	0	0	.00
101-7803-800.07-42	VEHICLES	0	0	0	0	0	.00
101-7803-800.07-44	TECHNOLOGY CAPITAL	550	550	445	445	105	.81
* EXPENDITURE		927,387	927,387	42,617	42,617	876,824	.05
** ANIMAL CONTROL		799,326	799,326	42,617	42,617	748,763	.06
*** HEALTH		799,326	799,326	42,617	42,617	748,763	.06

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	MONTH ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% Realized
FUND 101 GENERAL							
*** GENERAL		799,326	799,326	42,617	42,617	748,763	.06
		799,326	799,326	42,617	42,617	748,763	.06

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Discussion on issues related to enforcement of improperly placed garage sale signs - (Presentation by Neighborhood Services Assistant Director James Flores)

Summary/History:

On October 6, 2015, Council requested staff to develop a plan to deal with proliferation of illegally posted garage signs across the city. Code Compliance staff will be attacking the problem with a two step approach beginning November 1, 2015:

- Increase awareness of the problem and consequences for violating the ordinance via local media (SATV, city facebook, interviews on local radio and TV stations).
- Code officers will patrol the city and issue citations for violators.

Financial Impact:

No financial impact.

Other Information/Recommendation:

Staff seeks council direction for further actions.

Attachments:

Presentation:

No powerpoint presentation

Approvals/Reviews:

Salas, Bob	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

First Public Hearing and consideration of an Ordinance amending Chapter 10 of the Code of Ordinances to reduce the maximum speed limit on US Highway 277 beginning at the exit of US Highway 277 South from US Highway 87 South extending south to the City limits from 60 and 65 mph to 55 mph - (Presentation by Operations Assistant Director Patrick Frerich)

Summary/History:

This Ordinance will substantiate the posted speed limits in the City of San Angelo as appropriate. This Ordinance will subsequently allow one exception found on a portion of US Highway 277 South, beginning at the exit of US Highway 277 and US Highway 87 South and extending south to the City limits near Bass Lane.

Highway 277 South is owned and maintained by the State of Texas, with traffic control regulated by the City of San Angelo Code of Ordinances, Article 10.03 OPERATION OF MOTOR VEHICLES, Division 2. The Manual for Uniform Traffic Control Devices (MUTCD) allows posted speed limits to be within the 85th percentile of actual traffic speeds, with variations below the 85th percentile allowed, if appropriate, in areas where the roadway has high driveway density and/or crash history.

Studies of the roadway specified above reported 85th percentile speeds ranging from 72 to 62 miles per hour. Texas Department of Transportation recommends the speed limits for this roadway be reduced from 65 and 60 mph to 55 mph, respectively, based on the crash history along this segment.

Financial Impact:

The Texas Department of Transportation is responsible for all signage on this roadway, including speed limit signs.

Other Information/Recommendation:

N/A

Attachments:

- | | | |
|----|---|---|
| 1. | 16-013 Amendment to the Ordinance | 16-013 Speed limit ordinance Hwy 277 S..docx |
| 2. | Hwy 277 Speed Limit Change - TxDOT Letter to the City Manager | Hwy 277 Speed Limit - Letter to City Manager .pdf |

Presentation:

US Highway 277 Speed Limit Reduction Presentation - John Dewitt, Director TxDOT Transportation Plann

Approvals/Reviews:

Frerich, Patrick

Created/Initiated

Kelton, Shane
James, Theresa
Carriger, Tina
James, Theresa
Dunn, Becky
Kendrick, Bryan

Approved
Approved
Approved
Approved
Approved
Final Approval

AN ORDINANCE AMENDING CHAPTER 10 “TRAFFIC CONTROL”, ARTICLE 10.03 “OPERATION OF MOTOR VEHICLES”, DIVISION 2 “SPEED LIMITS” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, ALTERING THE MAXIMUM SPEED LIMIT ON US HIGHWAY 277 BEGINNING AT THE EXIT OF US HIGHWAY 277 SOUTH FROM US HIGHWAY 87 SOUTH EXTENDING SOUTH TO THE CITY LIMITS, WITH SUCH STREET BEING LOCATED IN THE CITY OF SAN ANGELO, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the regulation of traffic, motor vehicles and conveyances upon public streets, roadways and right-of-ways within the City limits is essential and necessary to protect the traveling public and to preserve and protect the public safety of the City of San Angelo (“City”); and

WHEREAS, the Texas Transportation Code sets the prima facie speed limit for streets in an urban district; and

WHEREAS, the Texas Transportation Code authorizes municipalities to alter speed limits under certain conditions; and

WHEREAS, the City Operations department has reviewed posted speed limits on City of San Angelo streets and find them to be appropriate with one exception; and

WHEREAS, City has conducted a traffic and engineering study that indicated that a speed limit of 65 and 60 miles per hour was unreasonable and unsafe for portions of US Highway 277; and

WHEREAS, City Council affirms the posted speed limits in San Angelo but finds it is necessary for the protection and safety of the citizens of the City of San Angelo to declare a reasonable and safe prima facie speed limit of 55 miles per hour for US Highway 277 beginning at the exit of US Highway 277 South from US Highway 87 South extending south to the City limits; and

WHEREAS, such reasonable and safe prima facie speed limit shall be effective when appropriate signs giving notice thereof are erected giving notice of the new prima facie speed limit.

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

Section 1) THAT, the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2) THAT, upon basis of an engineering and traffic investigation heretofore made, and as authorized by the provisions of the Texas Transportation Code, that a prima facie speed limit of 55 miles per

hour for vehicles is hereby determined and declared to be reasonable and safe; and such speed limit is hereby fixed at the rate of speed indicated for vehicles traveling upon the named street or highway, or parts thereof, described as follows:

(A) Along US Highway 277 beginning at the exit of US Highway 277 South from US Highway 87 South extending south to the City limits the prima facie speed limit is hereby set at a maximum of fifty-five (55) miles per hour.

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

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

Section 4) THAT, the following penalty clause is hereby adopted with this amendment:

PENALTY: Any person who violates any provisions of this Article shall be guilty of a Misdemeanor and upon conviction shall be subject to a fine as provided for in Section 1.106 of this Code. Each day of such violation shall constitute a separate offense.

Section 5) THAT, this Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 3rd day of November, 2015, and finally PASSED, APPROVED and ADOPTED on this the 12th day of November, 2015.

CITY OF SAN ANGELO

ATTEST:

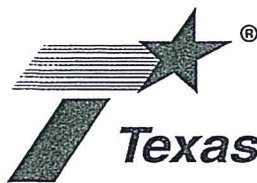
BY:

Dwain Morrison, Mayor

By: Bryan Kendrick City Clerk

Approved as to Form:

Theresa James, City Attorney



4502 KNICKERBOCKER ROAD | SAN ANGELO, TEXAS 76904 | (325) 944-1501 | WWW.TXDOT.GOV

August 6, 2015

Mr. Daniel Valenzuela
City Manager
72 W. College Avenue
San Angelo, TX 76903

Dear Mr. Valenzuela:

We have completed our speed zone study on US 277 south of San Angelo. As discussed in our July 30th meeting, we are proposing to lower the speed limit in this area as shown on the enclosed strip map.

Please execute the enclosed speed zone ordinance and city secretary's certificate and return to this office. We will obtain a TxDOT commission minute for the sections outside city limits. The commission minute is scheduled for August 27. We will make the necessary sign changes once we receive the city ordinance and TxDOT commission minute.

If you should have any questions, please contact Angie Ortegon, District Transportation Operations Engineer in San Angelo at 325-947-9211.

Sincerely,

Tracy D. Cain, P.E.
District Engineer
San Angelo District

Enclosures

cc: Casey McGee, P.E., San Angelo District
Michael McGinnis, San Angelo District

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Consider approving water and water reclamation rate increase as recommended by the Water Advisory Board -
(Presentation by Water Utilities Director Bill Riley)

Summary/History:

Raftelis Financial Consultants, Inc. (RFC) have evaluated the current water and wastewater rate structures and financial plan and provided recommendations on maintaining financial stability for each utility service. The consultant has also explored additional conservation initiatives.

On August 17th RFC presented their findings to the Water Advisory Board and then on August 18th presented the findings to a joint meeting of the Advisory Board and City Council. At that meeting, the Council expressed a desire to find a way to accomplish the necessary rate increase with the least impact on customers as possible. The Consultant and staff have continued to work to find the best rate and rate structure alternative.

On October 27th the Water Advisory Board was presented with the revised rate structure and voted unanimously to recommend the rate structure to the City Council with an effective implementation date of January 1, 2016.

The results of the study will be presented.

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|--|--|
| 1. Water & Water Reclamation Proposed Rate Structure | Proposed Rate Structure Presentation.pdf |
|--|--|

Presentation:

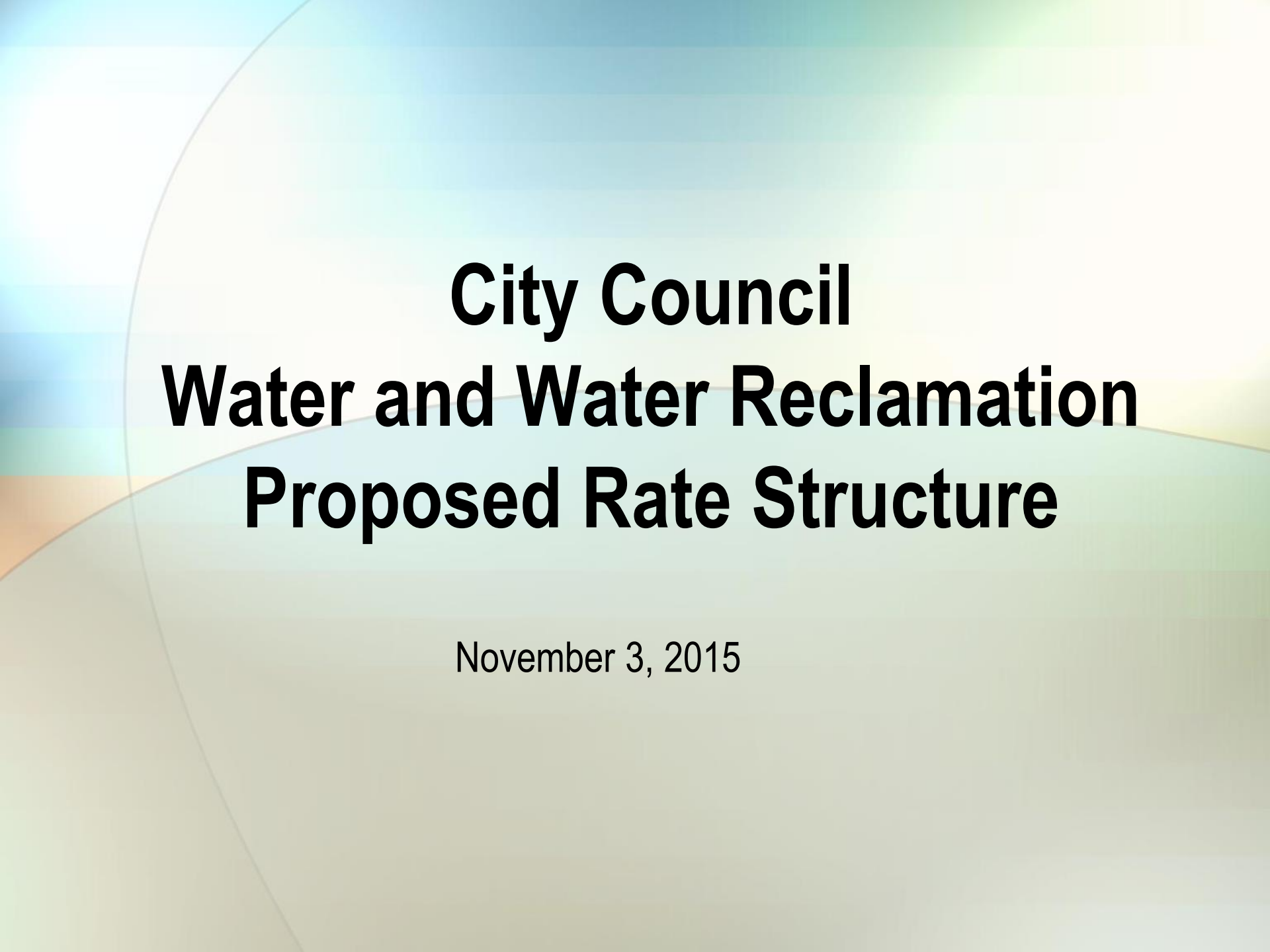
Water & Water Reclamation Proposed Rate Structure

Approvals/Reviews:

Strube, Allison	Created/Initiated
Riley, Bill	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved

Dunn, Becky
Kendrick, Bryan

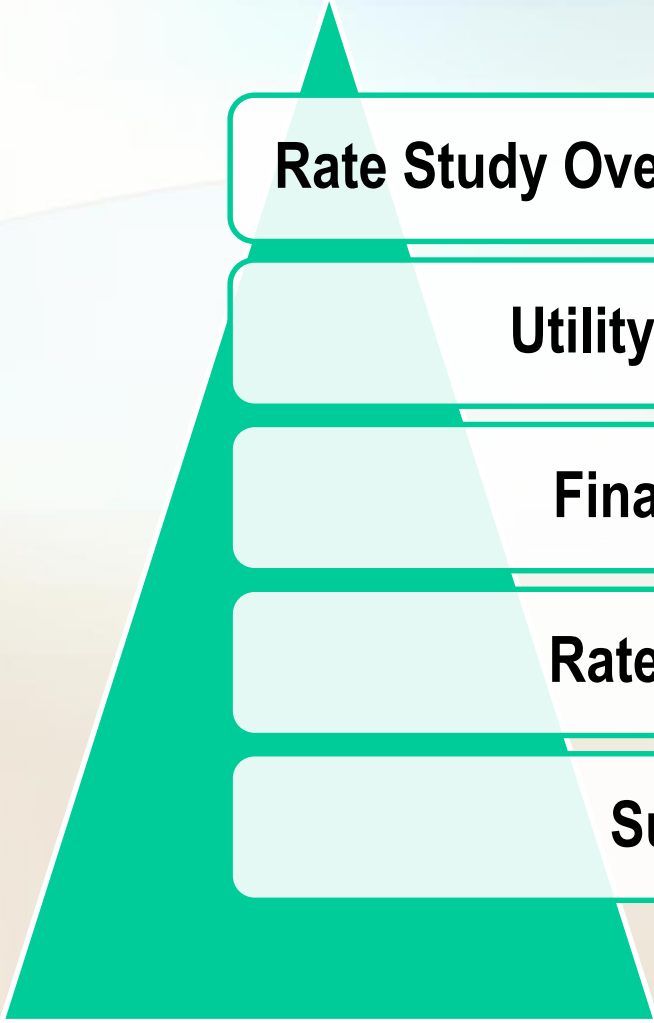
Approved
Final Approval



City Council Water and Water Reclamation Proposed Rate Structure

November 3, 2015

AGENDA



Rate Study Overview and Objectives

Utility Challenges

Financial Plan

Rate Structure

Summary

CHALLENGES FACED BY UTILITY

- 
- Meet annual revenue requirements

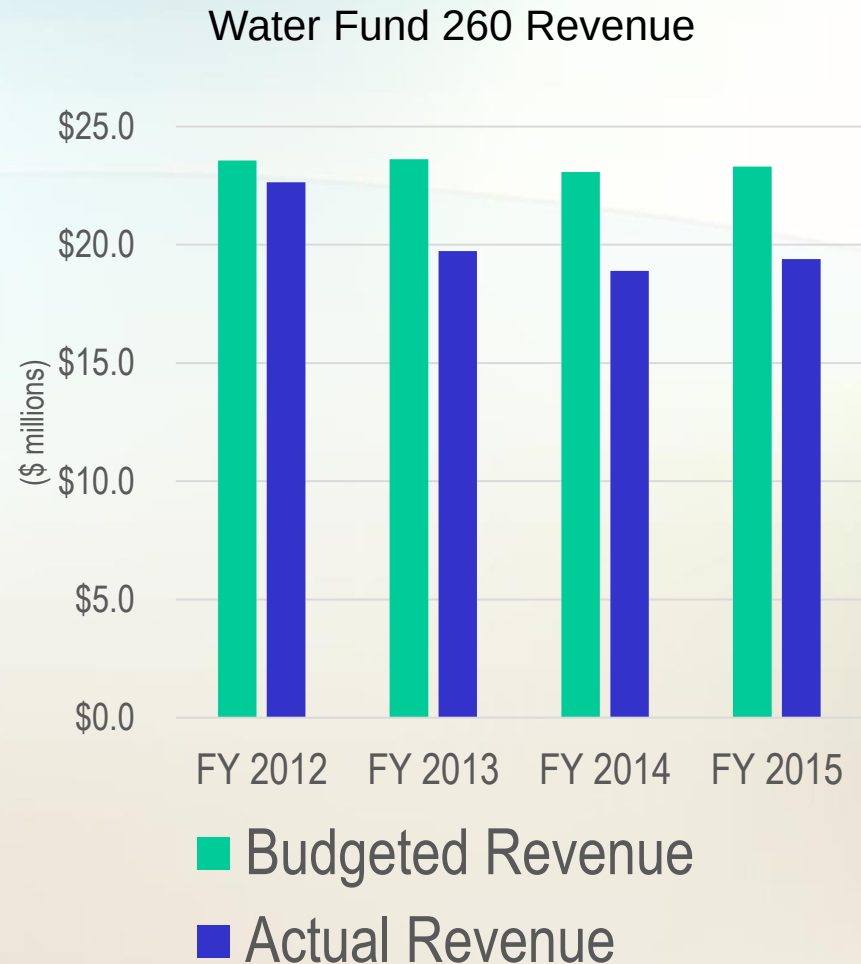
- Meet and maintain financial targets

- Ensure future of community
- Large capital expenditure in 2-3 years

- Replace aging infrastructure (full CIP)

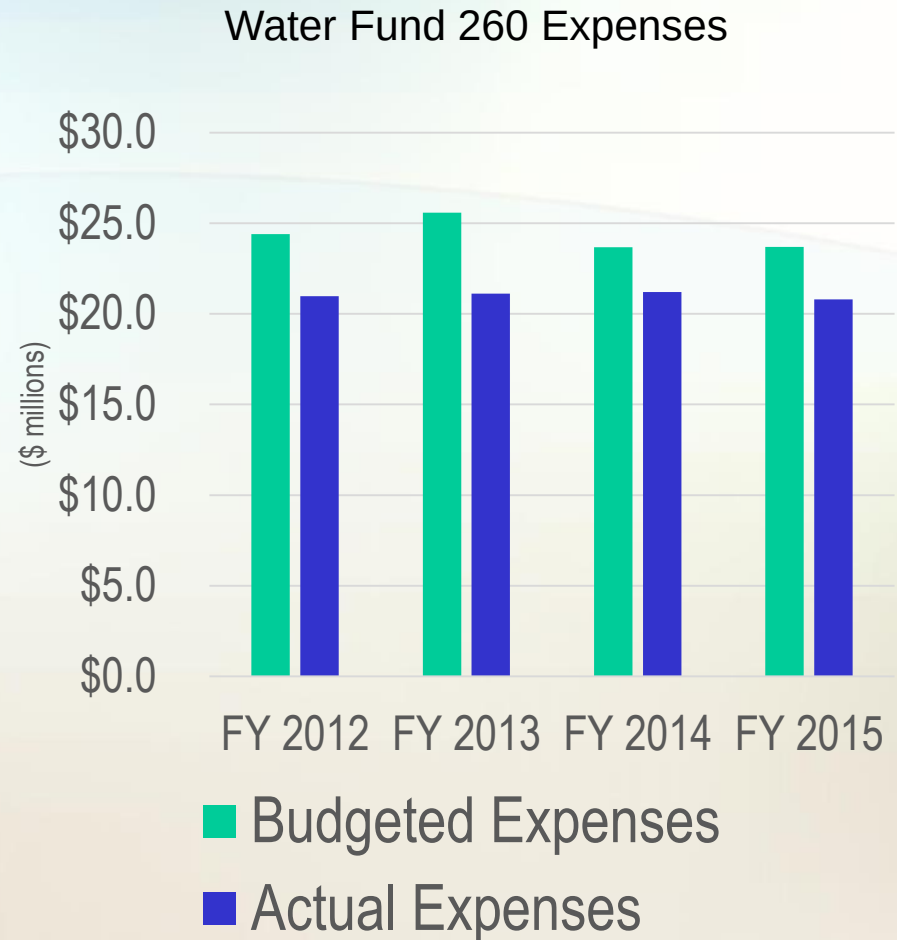
CHALLENGES FACED BY UTILITY

- Customer water consumption
 - Conservation
 - Level of demand
- Budgeted to actual revenue
 - Financial sufficiency



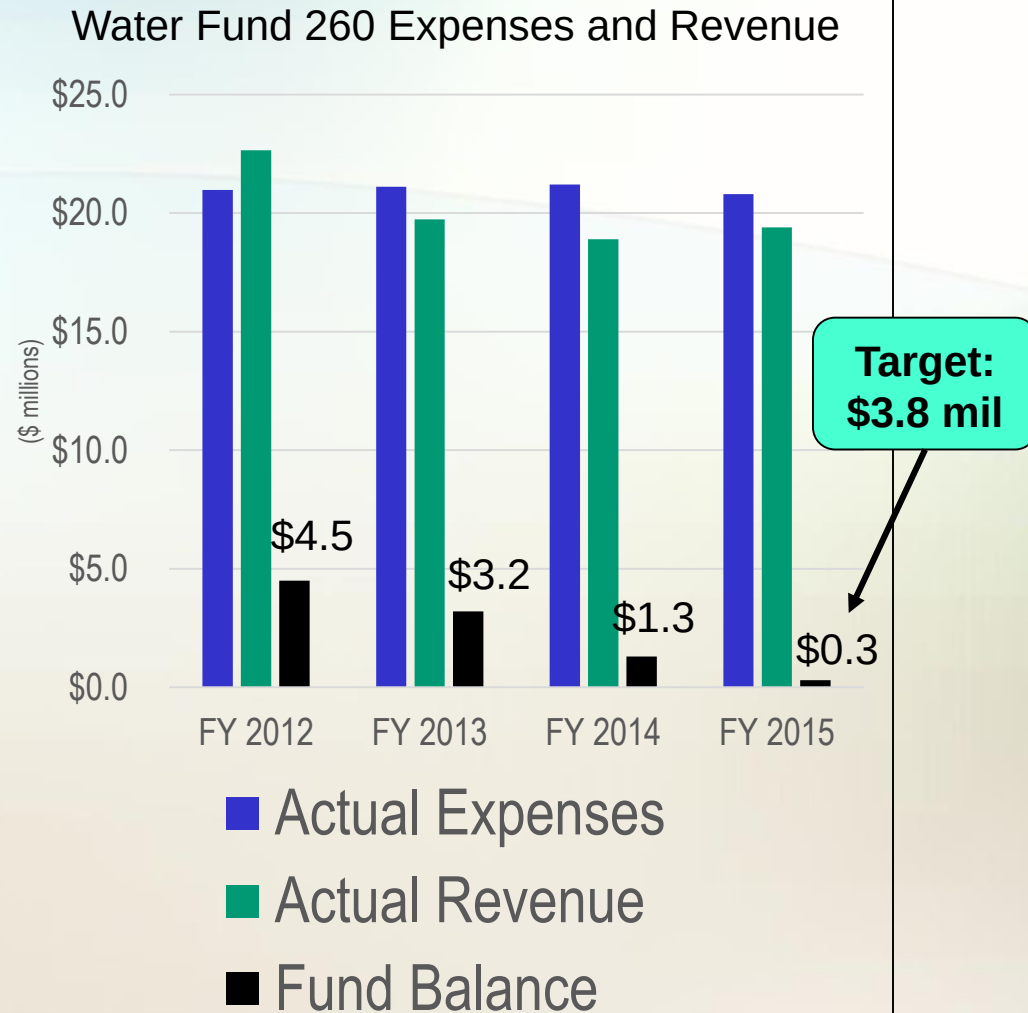
CHALLENGES FACED BY UTILITY

- Concerns with Revenue has forced Utility to cut spending
- Utility has not been able to fund the budget for sustainable service



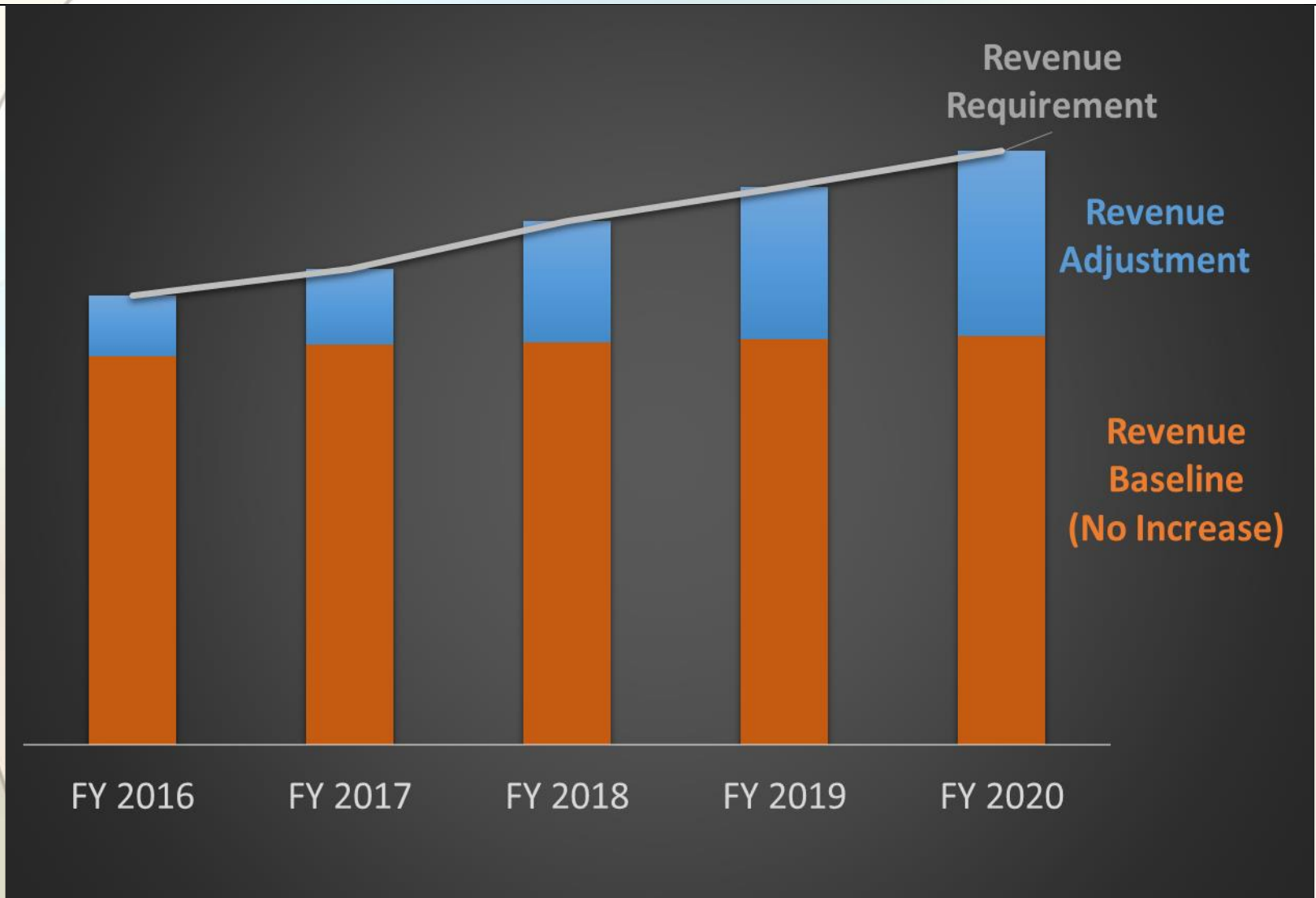
CHALLENGES FACED BY UTILITY

- Decline in Revenue has created Deficits between Actual Expenses and Revenue
- Utility has had to rely on fund balance for operation in 2013 and 2014



FINANCIAL PLAN

PLAN IDENTIFIES REVENUE ADJUSTMENTS



KEY ASSUMPTIONS – FINANCIAL TARGETS

Annual Operating Position

- Operating Revenues – Operating Expenditures
- Usually slight surplus = goal

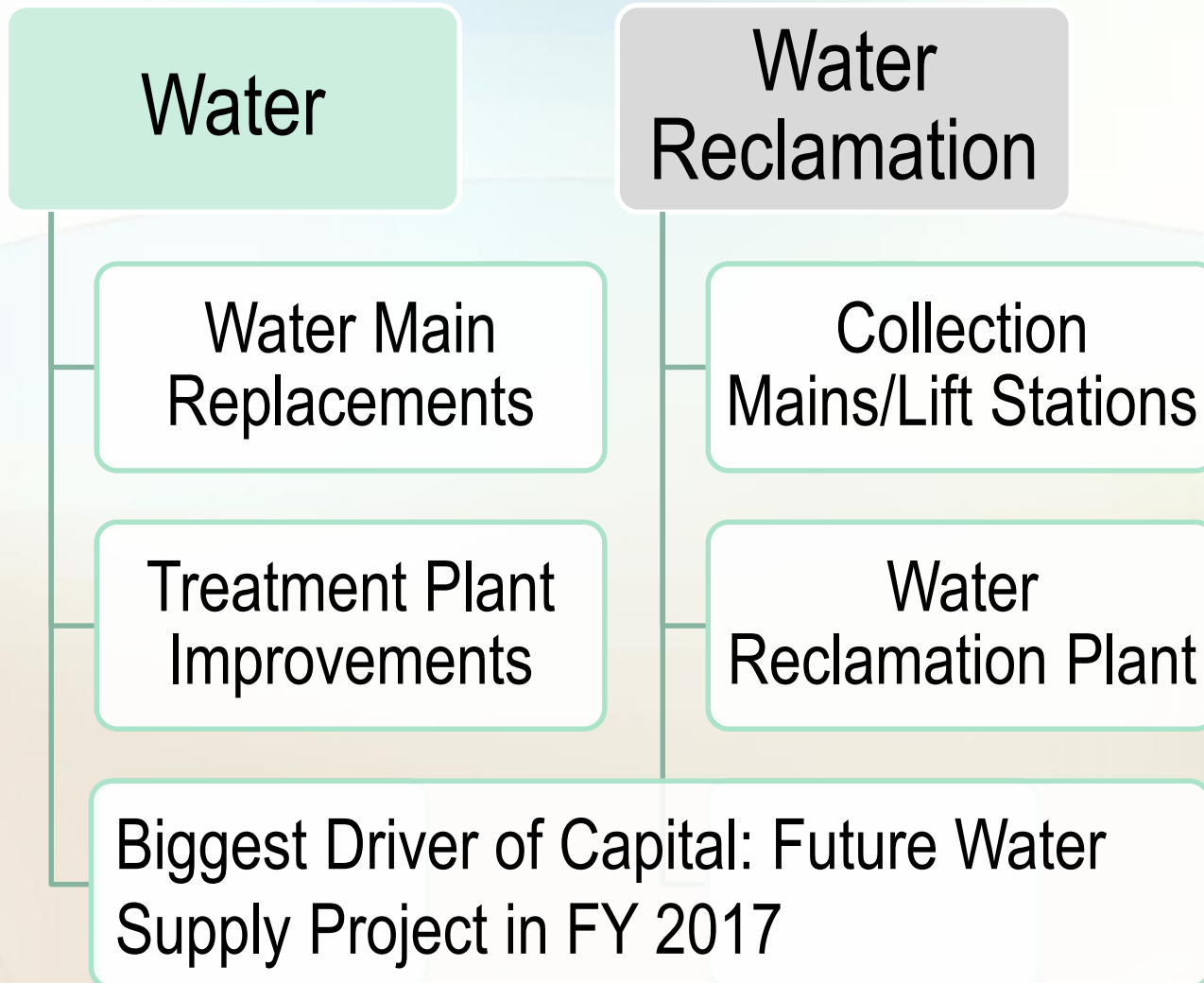
Days Cash on Hand

- $(\text{Fund Balance} / \text{annual O\&M}) * 365$
- Mitigates revenue risk, e.g., drought conditions
- Goal = at least 75 days; highest rated utilities as much as 2 years

Debt Service Coverage (DSC)

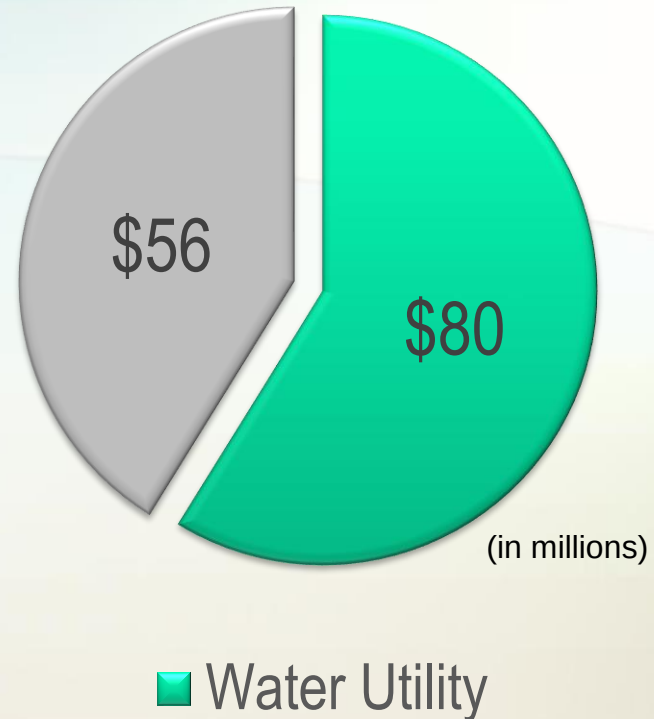
- Net Revenues/Debt Service
- Goal = 1.25 times (x) annual debt service

KEY ASSUMPTIONS-CAPITAL

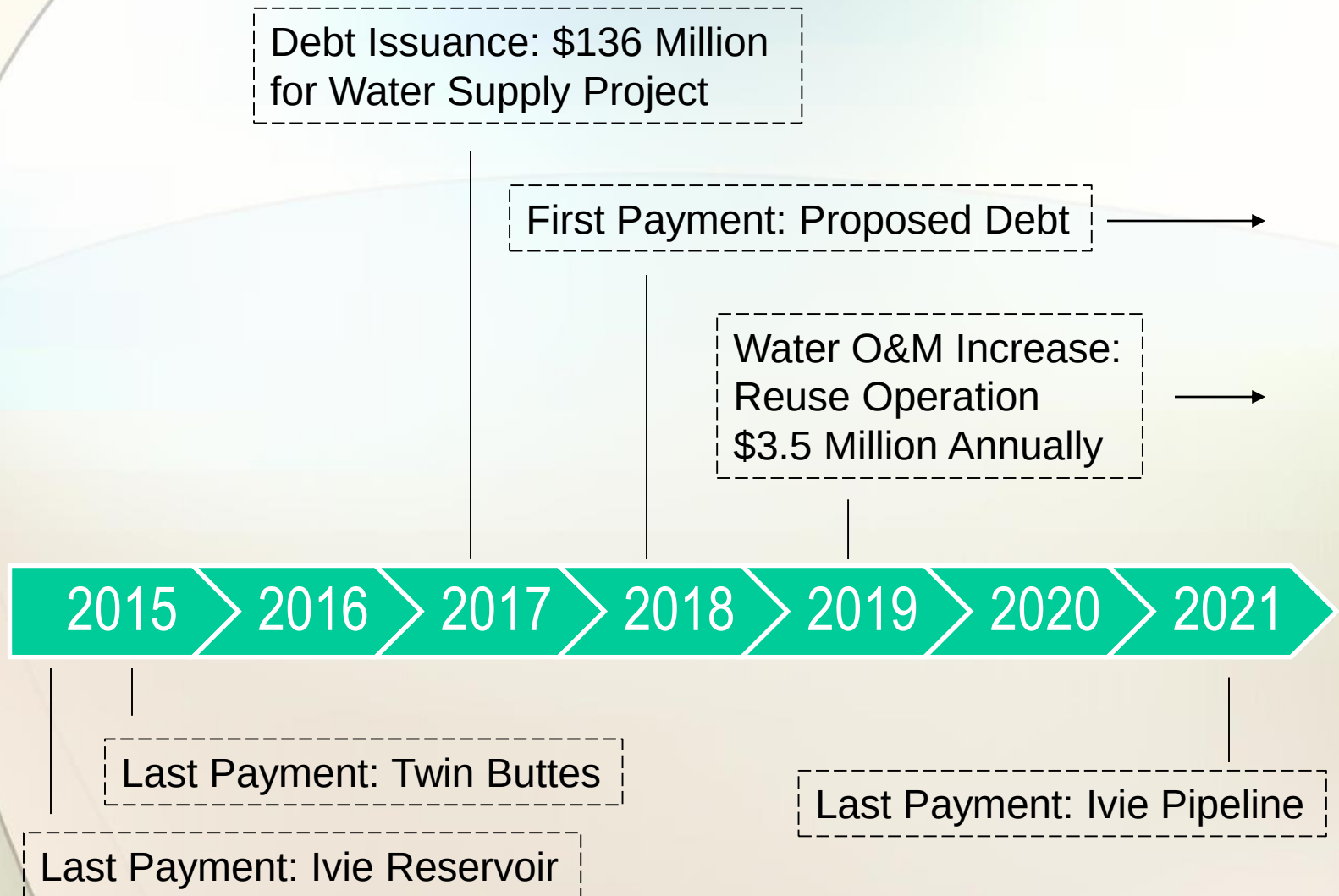


KEY ASSUMPTIONS – CAPITAL

- Future Water Supply Project
 - Financial plan reflects reuse project with shared financing between water and water reclamation
 - \$136 Million total cost
 - Financing in FY 2017 and FY 2018
 - 25 Year Term, 3.25% Interest
 - ½ Cent Sales Tax (\$2.45 million by 2020) used to offset debt service



KEY ASSUMPTIONS – EXPENSES



KEY ASSUMPTIONS – REVENUE/RATES

Transfer from Landfill: \$1.8 Million

Additional ½ Cent Sales Tax Revenue:
\$1.01 Million (2016) to \$2.45 Million (2020) Annually

2015 > 2016 > 2017 > 2018 > 2019 > 2020 > 2021

Water User Charge Adjustments:
3-year Phase In to Cost of Service

Water User Charge Adjustments:
Same for All Classes

Across the Board Water Reclamation Rate Adjustments

USER CHARGE ADJUSTMENTS

Combined Monthly Bill - Residential

(4,000 gallons per month; 5/8" meter)

	Monthly Res. Bill	\$ increase	% Increase
2015	\$ 51.17		
2016	\$ 57.05	\$ 5.88	11.49%
2017	\$ 63.61	\$ 6.56	11.50%
2018	\$ 70.93	\$ 7.32	11.51%
2019	\$ 74.88	\$ 3.95	5.57%
2020	\$ 79.08	\$ 4.20	5.61%

USER CHARGE ADJUSTMENTS

Financial Plan: 8/18 Meeting				
Total Monthly Res. Bill	\$ increase	% Increase	Days- Water	Days- Water Recl.
\$ 51.17				
\$ 61.40	\$ 10.23	20.0%	14	185
\$ 66.01	\$ 4.61	7.5%	20	207
\$ 70.96	\$ 4.95	7.5%	49	198
\$ 76.28	\$ 5.32	7.5%	71	172
\$ 82.01	\$ 5.73	7.5%	80	175

Revised Financial Plan				
Total Monthly Res. Bill	\$ increase	Overall % Increase	Days- Water	Days- Water Recl.
\$ 51.17				
\$ 57.05	\$ 5.88	11.49%	24	164
\$ 63.61	\$ 6.56	11.50%	65	184
\$ 70.93	\$ 7.32	11.51%	96	196
\$ 74.88	\$ 3.95	5.57%	78	174
\$ 79.08	\$ 4.20	5.61%	76	168

USER CHARGE ADJUSTMENTS

Combined Monthly Bill - Residential

(4,000 gallons per month; 5/8" meter)

	Monthly Revenue	\$ increase	% Increase
2015	\$		
2016	\$		1.49%
2017	\$		1.50%
2018	\$		1.51%
2019	\$		1.57%
2020	\$		5.61%

Combined Bill

2015 \$51.17

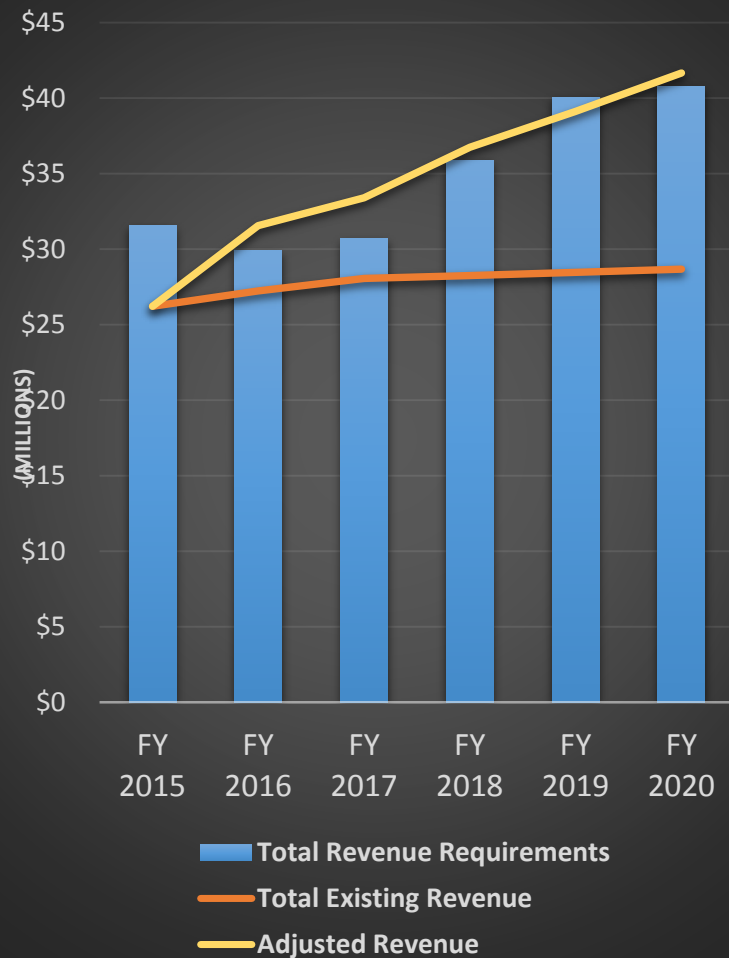
2020 \$79.08

USER CHARGE ADJUSTMENTS BY SERVICE

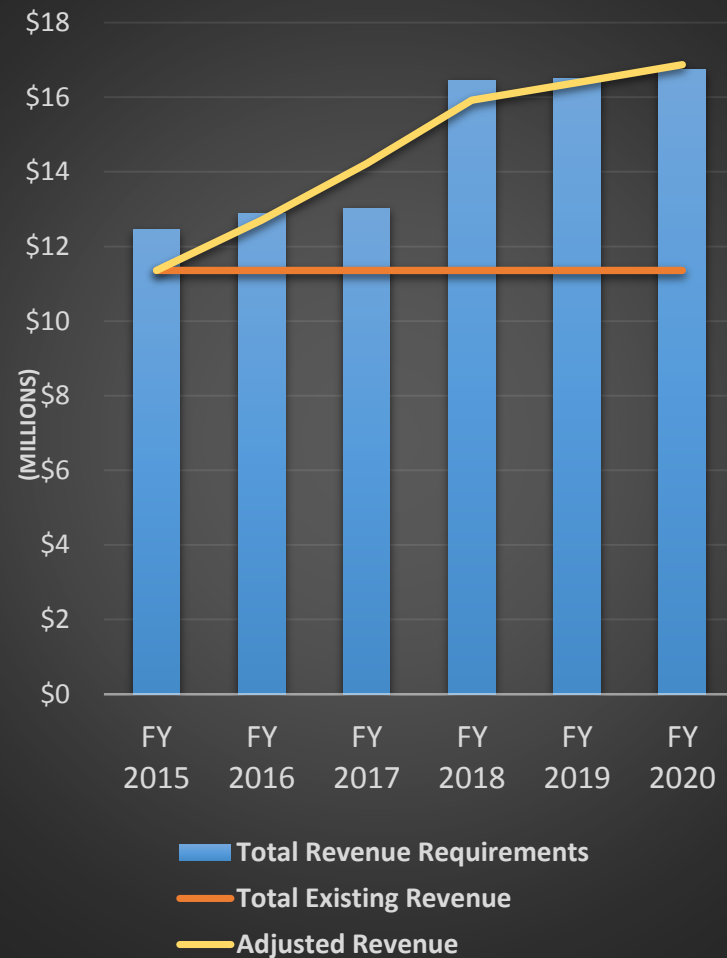
Water	Monthly	\$ increase		Res. %	Overall
	Res. Bill			Increase	Revenue % Increase
2015	\$ 31.36				
2016	\$ 34.81	\$ 3.45		11.01%	11.75%
2017	\$ 38.65	\$ 3.84		11.02%	11.75%
2018	\$ 42.91	\$ 4.26		11.03%	11.75%
2019	\$ 46.02	\$ 3.11		7.25%	7.25%
2020	\$ 49.36	\$ 3.34		7.25%	7.25%
Water Recl	Monthly	\$ increase		Res. %	Overall
	Res. Bill			Increase	Revenue % Increase
2015	\$ 19.81				
2016	\$ 22.24	\$ 2.43		12.25%	12.25%
2017	\$ 24.96	\$ 2.72		12.25%	12.25%
2018	\$ 28.02	\$ 3.06		12.25%	12.25%
2019	\$ 28.86	\$ 0.84		3.00%	3.00%
2020	\$ 29.72	\$ 0.87		3.00%	3.00%

REVENUE SUFFICIENCY

Water Utility (All Funds)

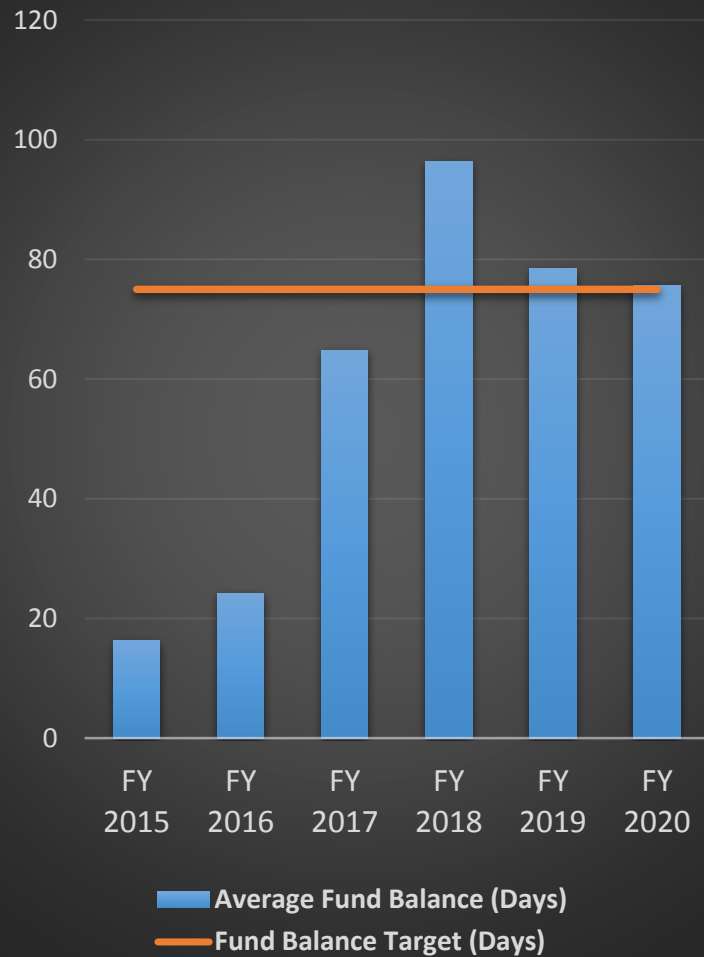


Water Recl Utility (All Funds)

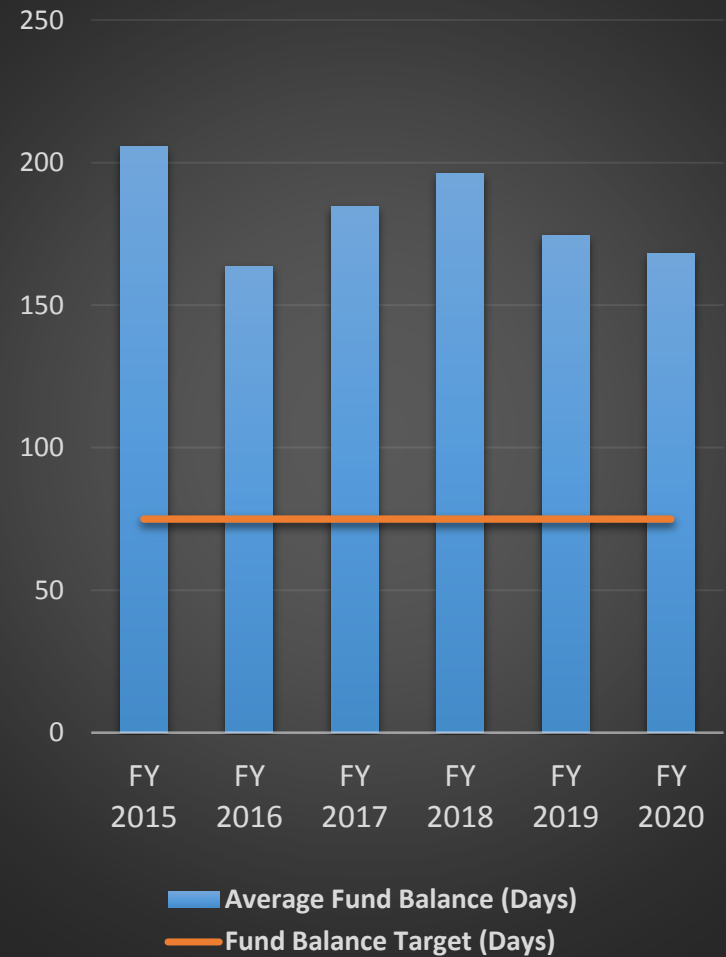


DAYS O&M

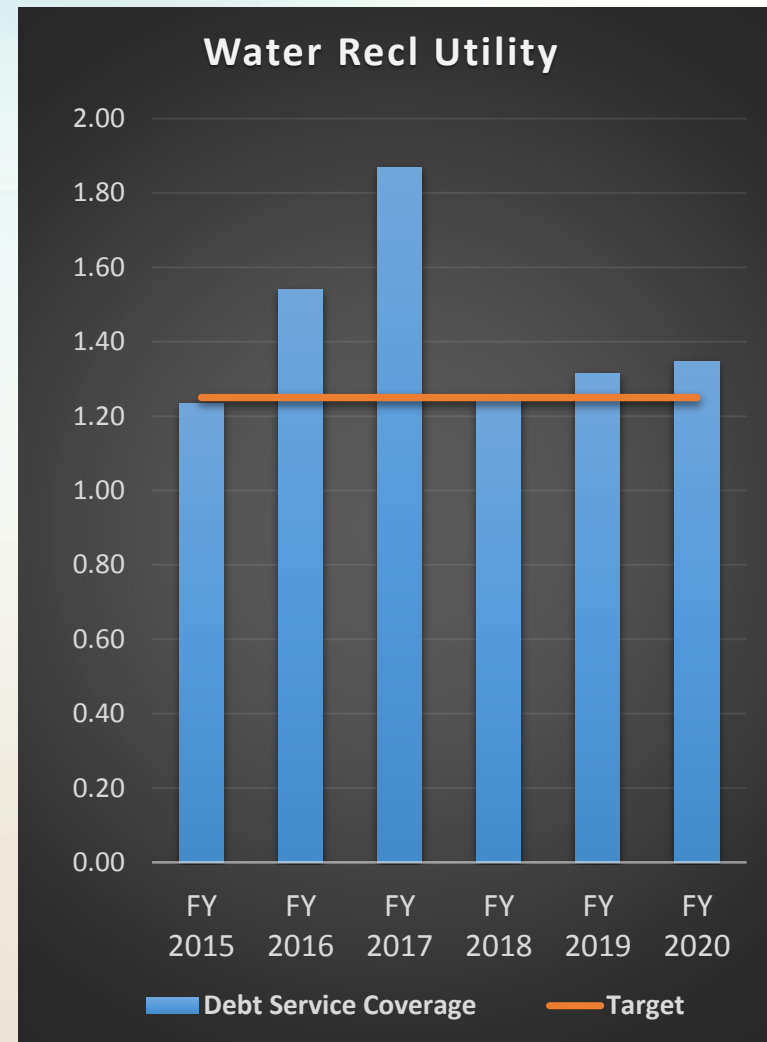
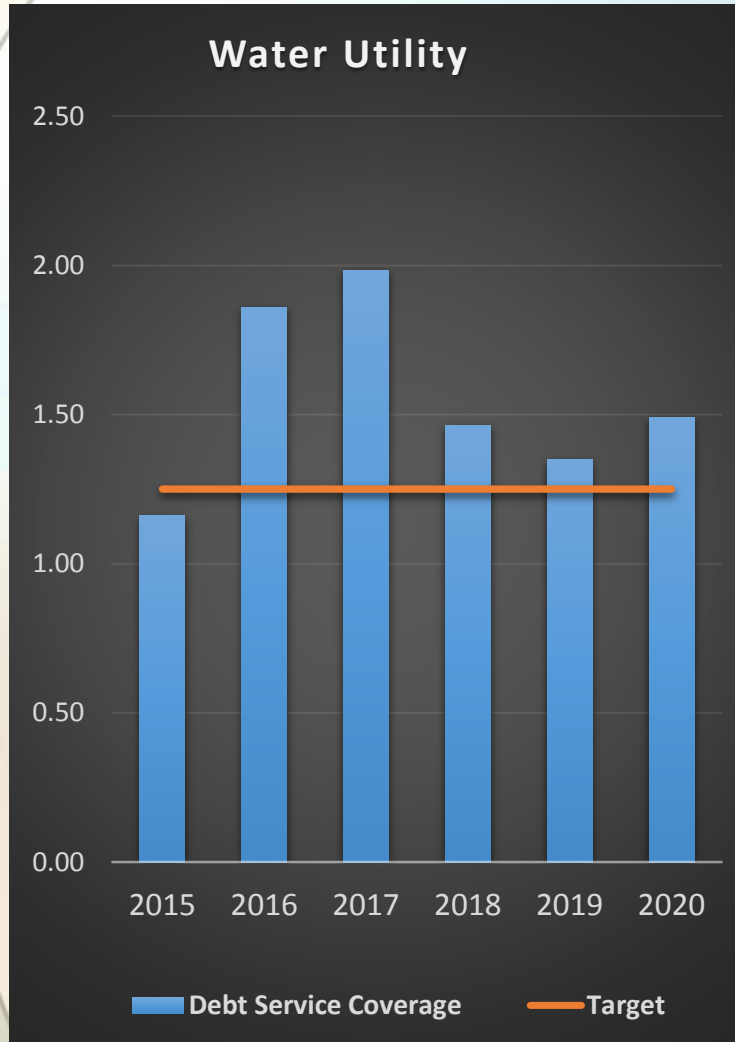
Water Utility



Water Recl Utility



DEBT SERVICE COVERAGE



RATE STRUCTURE ALTERNATIVE

PHASE IN TO COST OF SERVICE

	Water Utility			Water Recl Utility	
	All Customers Fixed Charge % Increase	Residential Volumetric Rate % Increase	Non-Residential Volumetric Rate % Increase	Fixed Charge % Increase	Volumetric Rate % Increase
2016	11.75%	9.85%	14.10%	12.25%	12.25%
2017	11.75%	9.85%	14.10%	12.25%	12.25%
2018	11.75%	9.85%	14.10%	12.25%	12.25%
2019	7.25%	7.25%	7.25%	3.00%	3.00%
2020	7.25%	7.25%	7.25%	3.00%	3.00%

- Phase In to COS for Water Customers in FY 2016-2018
 - 3-year phase in of volumetric rate adjustments specific to class
 - Mitigates a large one-time correction
 - Minimizes large variations in customer impacts

WATER FIXED CHARGE

Inside City

Meter Size	2015 Charge	2016 Charge
5/8"	\$19.12	\$21.37
1"	23.14	25.86
1 1/2"	27.19	30.38
2"	35.86	40.07
3"	104.71	117.01
4"	130.73	146.09
6"	190.31	212.67
8"	257.97	288.28

Outside City charges are 1.5x

WATER

RESIDENTIAL VOLUMETRIC RATE

Inside City

Blocks (kgal)	Billed Usage	2015 Rate (includes WPF)	2016 Rate
0-2	32.9%	\$2.49	\$2.74
3-5	32.2%	3.63	3.99
6-15	25.8%	4.24	4.66
16-39	6.8%	4.54	4.99
40-49	0.6%	6.04	9.13
50-59	0.4%	7.04	9.13
60-65	0.2%	9.54	9.13
66-100	0.5%	9.69	9.13
Over 100	0.6%	9.99	9.13

Outside City rates are 1.5x

WATER

NON-RES VOLUMETRIC RATE

- For all classes other than residential, develop one uniform volumetric rate for *non-residential* water service

Inside City

Water Service (All Consumption - Kgal)	2015 Rate (includes WPF)	2016 Uniform Rate
Commercial, Apartment, and Mobile Home Park	\$4.00	\$4.62
Industrial, Hotel/Motel, Hospital, School, and Government	\$4.12	\$4.62

Outside City rates are 1.5x

WATER

NON-RES LANDSCAPE VOLUMETRIC

- Develop one set of seasonal volumetric rates for all non-residential customers

Commercial, Apartment, and Mobile Home Park		Industrial, Hotel/Motel, Hospital, School, and Government		All Non-Residential Customers - Landscape	
<i>Inside City</i>		<i>Inside City</i>		<i>Inside City</i>	
Blocks (kgal)	2015 Rate (includes WPF)	2015 Rate (includes WPF)		Blocks (kgal)	2016 Rate
	Winter	Winter			Winter
0-89	\$4.04	\$4.09		0-89	\$4.46
90-109	5.54	5.59		> 89	9.98
110-129	6.54	6.59			
> 129	9.04	9.09			
	Summer	Summer			Summer
0-89	\$4.29	\$4.34		0-89	\$4.66
90-109	5.79	5.84		> 89	10.43
110-129	6.79	6.84			
> 129	9.29	9.34			

Outside City rates are 1.5x

UNTREATED WATER VOLUMETRIC RATE

- Develop uniform volumetric rate for all untreated water customers

Inside City

Blocks (kgal)	2015 Rate (no WPF)	Blocks (kgal)	2016 Rate (no WPF)
RESIDENTIAL			
0-5	\$1.81	All	\$4.95
6-10	2.31		
11-39	3.02		
40-49	4.52		
50-59	5.52		
> 59	8.02		
NON-RESIDENTIAL			
0-89	\$3.02	All	\$4.95
90-109	4.52		
110-129	5.52		
> 129	8.02		

Outside City rates are 1.5x

WATER RECLAMATION FIXED CHARGE

<u>Meter Size</u>	<u>2015 Rate</u>	<u>2016 Rate</u>
5/8"	\$19.81	\$22.24
1"	22.93	25.74
1 1/2"	26.08	29.27
2"	32.79	36.81
3"	86.16	96.71
4"	106.33	119.36
6"	152.52	171.20
8"	204.98	230.09

<u>Blocks (kgal)</u>	<u>2015 Rate</u>	<u>2016 Rate</u>
<i>Residential (Includes schools)</i>		
4,000-15,000 (maximum)	\$2.50	\$2.81
<i>Non-Residential</i>		
4,000 gallons and above	\$2.50	\$2.81

Rate per each 1,000 gallons of average water usage above 4,000 gallons (and under the 15,000 for residential).

MONTHLY WATER BILL

CUSTOMER IMPACT ANALYSIS

- Residential Customer

<u>Residential Comparison</u>	<u>Monthly Bill</u>					
	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
2 kgals usage	\$ 24.10	\$ 26.84	\$ 29.89	\$ 33.28	\$ 35.70	\$ 38.29
4 kgals usage	31.36	34.81	38.65	42.91	46.02	49.36
15 kgals usage	77.39	85.38	94.20	103.93	111.47	119.55

MONTHLY WATER BILL

CUSTOMER IMPACT ANALYSIS

- Non-Residential Customer

<u>Commercial Comparison</u>	<u>Monthly Bill</u>					
	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
<i>Building</i>						
50 kgals usage	\$ 223.14	\$ 256.85	\$ 292.45	\$ 333.00	\$ 357.15	\$ 383.04
<i>Landscape</i>						
50 kgals usage	345.23	379.15	429.17	485.85	521.07	558.85
150 kgals usage	959.23	1,197.17	1,362.52	1,550.77	1,663.21	1,783.79

MONTHLY WATER RECLAMATION BILL

CUSTOMER IMPACT ANALYSIS

- All Customers

	Monthly Bill					
	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
2 kgals usage	\$ 19.81	\$ 22.24	\$ 24.96	\$ 28.02	\$ 28.86	\$ 29.72
4 kgals usage	19.81	22.24	24.96	28.02	28.86	29.72
15 kgals usage	47.31	53.11	59.61	66.91	68.92	70.99

DROUGHT RATES

DROUGHT STAGES

- Drought stages and drought rates go into effect when the water supply reaches a certain level or status of the water supply for the City's system.
 - Maintain 3 drought levels and level "triggers"
 - Revise anticipation consumption reduction and rates

	Drought Level 1	Drought Level 2	Drought Level 3
Water Supply Trigger	< 24 months	< 18 months	< 12 months
Reduction in Retail Consumption	5.0%	10.0%	15.0%
Anticipated Revenue Shortfall	\$ (722,459)	\$(1,444,918)	\$(2,167,377)
Shortfall in terms of Rates and Days			
Additional 2016 Rate Adjustment	3.0%	6.0%	9.0%
Additional 2016 Days Cash in Reserve	14	29	43

INSIDE CITY WATER RATES: DROUGHT RATE FACTORS

		FY 2016	Drought Level 1	Drought Level 2	Drought Level 3
Inside City Volumetric (\$/1,000 gallons)					
<u>Residential</u>					
0-2	\$	2.99	1.00	1.10	1.20
3-5		4.36	1.05	1.10	1.20
6-15		5.09	1.05	1.20	1.30
16-39		5.45	1.10	1.20	1.30
> 39		9.98	1.20	1.30	1.40
<u>Non-Residential</u>	\$	4.86	1.05	1.05	1.10
<u>Landscape - Winter</u>					
0-89	\$	4.69	1.10	1.20	1.30
>89		10.50	1.10	1.20	1.30
<u>Landscape - Summer</u>					
0-89	\$	4.90	1.10	1.20	1.30
>89		10.97	1.10	1.20	1.30
<u>Fire Hydrants</u>	\$	4.74	1.00	1.00	1.00
<u>Untreated Water</u>	\$	5.21	1.00	1.10	1.20

SUMMARY

FINANCIAL PLAN SUMMARY

Addresses Changes in Expenses and Revenue

Incorporates Conservative Projections

Achieves Financial Targets

Supports Water Supply Project

Good Investment for Future of Utility

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: David Knapp, Construction Manager, Parks, 325-262-1357

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Consider adoption of a Resolution allowing the City of San Angelo and the Fairmount Cemetery to exchange properties with Angelo State University to the mutual benefit of both parties - (Presentation by Construction Manager David Knapp)

Summary/History:

On the campus of Angelo State University, the city has owned and maintained a water tower for many years on a small parcel of land. This tower is no longer in use by the City and needs to be removed. The property is .693 acres of prime real estate on the campus along S. Van Buren St. adjacent to parking lots and resident housing.

The 21.733 acre ASU property that abuts the southern edge of Fairmount Cemetery is currently used for intramural sports, though is largely undeveloped. As part of the Cemetery Master Plan, a new building is needed to relocate the staff offices, and provide space for genealogy research, a classroom, and multi-use chapel. The best location for this facility is at the NE corner of the ASU property on 1.5 acres. An access easement would be needed to allow secondary access to the site from Jack Street to the south.

Seeing the mutual need to enhance their real estate, COSA & ASU began talks about the benefits of a land swap. The City owns 0.693 acre tract on the ASU campus at about 2012 Van Buren Street that in its current condition with obsolete improvements (water storage tank and related structure and fixtures) is contrary to the use and development of the ASU Campus. The City has agreed to remove the water tank, its foundation, fencing and related infrastructure at the site. Communication equipment will be relocated to an existing ASU communication tower allowing the existing tower to be removed as well. The City and ASU will share all other costs related to survey and appraisal as needed.

Future improvements will need to be made to Jack Street and the surrounding utilities that will help this cemetery expansion as well as future development by ASU.

Financial Impact:

The City will be responsible for the cost of survey and possible Phase I Environmental for the City property on the ASU campus - \$10,000

Demolition of Water Tower - \$44,900

Relocation of IT Communication equipment to existing ASU tower nearby - \$6,000

City crews will demo the remaining fencing, concrete tank foundation, utility building and all related sub-grade piping, etc.

ASU is responsible for the cost of survey and possible Phase I Environmental for the 1.5 ac. portion of their campus

property.

At present, this project does not have a funding source. A funding source has been requested to be identified as well as a follow up budget amendment.

Other Information/Recommendation:

Staff recommends the approval of the resolution to proceed with the property exchange between the City and Angelo State University

Attachments:

- | | | |
|----|---|--|
| 1. | Legal Resolution | 15-489_CMO_FAIRMOUNT_ASU_PROPERTY_EXCHANGE_RESO3.pdf |
| 2. | COSA - ASU Land swap | COSA - ASU LAND SWAP.pdf |
| 3. | ASU map - Water Tower | ASU map Tower+.pdf |
| 4. | Fairmount map - Annex | Fairmount Annex Site.pdf |
| 5. | Fairmount Annex concept | Fairmount Chapel Annex - 1.5 AC W-EASEMENT X.pdf |
| 6. | Fairmount Annex - development cost budget | Fairmount Cemetery Annex - Update.docx |
| 7. | Misc Expenses | Land Swap expenses - COSA-ASU.docx |
| 8. | Tank Demo Quote | san.angelo.quote.pdf |

Presentation:

Approvals/Reviews:

Knapp, David	Created/Initiated
White, Carl	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT WITH ANGELO STATE UNIVERSITY (ASU) FOR COUNCIL APPROVAL FOR THE EXCHANGE OF CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT OR ABOUT 2012 VAN BUREN STREET WITHIN THE ASU CAMPUS (CITY TRACT) FOR CERTAIN REAL PROPERTY OWNED BY ASU LOCATED ADJACENT TO FAIRMOUNT CEMETERY (ASU TRACT); AUTHORIZING THE INCURRING OF EXPENSES RELATED TO THE EXCHANGE AND THE SECURING OF BIDS FOR REMOVAL OF OBSOLETE IMPROVEMENTS FROM THE CITY TRACT; AND, FINDING A PUBLIC PURPOSE AND BENEFIT THEREIN.

WHEREAS, the City of San Angelo (City) owns certain land with obsolete improvements within the corporate limits of the City of San Angelo, Tom Green County, Texas, located at or about 2012 Van Buren Street, being 0.693 acre more or less, subdivided by block and lots, and more particularly described on **Exhibit "A"** (hereinafter "City Tract"); and

WHEREAS, Angelo State University (ASU) owns a certain 1.5 acre tract of vacant land, together with an access easement area to Jack Street, more particularly described and depicted in **Exhibit "B"**, subject to surveyed description, (hereinafter "ASU Tract") out of a parcel of land being approximately 21.733 acres, within the corporate limits of the City of San Angelo, Tom Green County, Texas, bounded on the north by Fairmount Cemetery, on the south by Knickerbocker Road and University Avenue, on the east by multiple parcels of property and Jack Street, and on the west by Jackson Street; and,

WHEREAS the City Tract is located within the ASU campus and, in its current condition with obsolete improvements is contrary to the use and development of the ASU campus; and,

WHEREAS, the ASU Tract is vacant land adjacent to the eastern end of the southern boundary of Fairmount Cemetery, a City owned cemetery, and requires an easement for access to Jack Street for expansion of cemetery use; and,

WHEREAS, the City of San Angelo and Angelo State University wish to make an exchange of the above described properties pursuant to authority under Chapter 272 of the Texas Local Government Code, on terms and conditions that serve the best interest and benefit of the public with respect to both the Fairmount Cemetery expansion and development of the adjacent ASU campus; and,

WHEREAS, the City Council determines that there is a public necessity for, and the public welfare and convenience will be served by exchange of the City Tract restored to its condition as vacant land, for the ASU Tract with access easement to Jack Street,

permitting future expansion of Fairmount Cemetery;

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

1. All of the recitals hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Resolution; and,

2. The City Council further authorizes that the conveyance to Angelo State University of that certain real property located at or about 2012 Van Buren Street, being 0.693 acre(s) more or less, and more particularly described and depicted in **Exhibit "A"**, attached, the "City Tract" in exchange for that certain 1.5 acre tract of vacant land, together with an access easement area to Jack Street, more particularly described and depicted in **Exhibit "B"**, the "ASU Tract", under terms and conditions that provide for: (a) sharing costs related to the exchange such as surveys, appraisals and environmental; (b) removal of obsolete improvements on the City Tract at City's expense including water storage tank, accessory building, tower, fencing and foundations; and (c) ASU consent to City's relocation at City's expense of City's Meter Reading System to the ASU maintenance yard tower east of Jackson Street.

4. The City Manager or his designee is hereby authorized to incur expenses related to the proposed exchange of real properties, such as appraisals and surveys, and to secure bids for removal of obsolete improvements on the City Tract, for purposes of negotiating an agreement with ASU for Council approval for the exchange of City Tract for the ASU Tract and access easement.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2015.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

Attest:

Bryan Kendrick, City Clerk

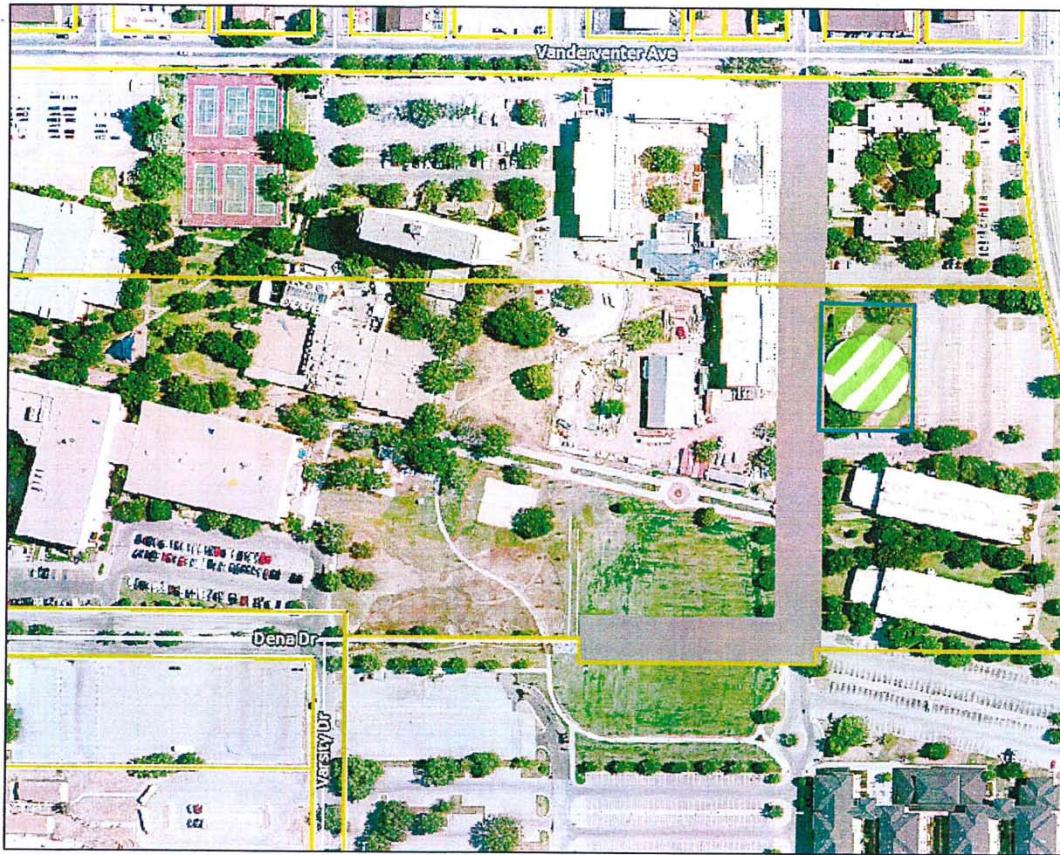
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa James, City Attorney

Carl White, Director of Parks & Recreation

EXHIBIT "A", Page 1 of 2



September 30, 2014

Parcels	Building Setback	Encumbrance Releases	Abandonments Expired
Platted Lot Line Labels	<all other values>	Abandonments Approved	Abandonments Withdrawn
Platted Lot Lines	Emergency Vehicle Access	Abandonments Denied	

0
0

Lots 19, 20, 21 and 22, Block 17, Delmar Place Addition, Tom Green County, Texas.

DELMAR PLACE

Addition To The City Of

SAN ANGELO



division of 7881 acres of land out of Sur. No. 7 in name of Sarah Sebastian and her
in name of R. B. Longbottom and decided to Mrs. S. Cox and Ed. S. Cox as follows, as is shown
and wife Sarah Mears out of said Sur. No. 7 recorded in B. 37 C. 431, 14.66 acres by S. Clark on
ring 4 acres out of said Sur. No. 7 and 10.66 acres out of said Sur. No. 35 recorded in B. 37
records, Sam Green Co. Filed for record Oct 30, 1904 at 7:00 o'clock am
Duly recorded July 29, 1908 at 10 o'clock am

Ed. McGowan, Clerk
By A. H. Jones, Deputy

EXHIBIT "B", Page 1 of 2



EXHIBIT "B", Page 2 of 2

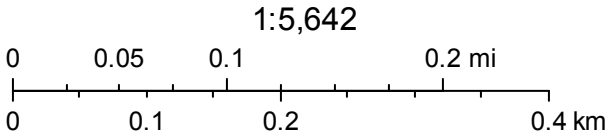


COSA-ASUSites



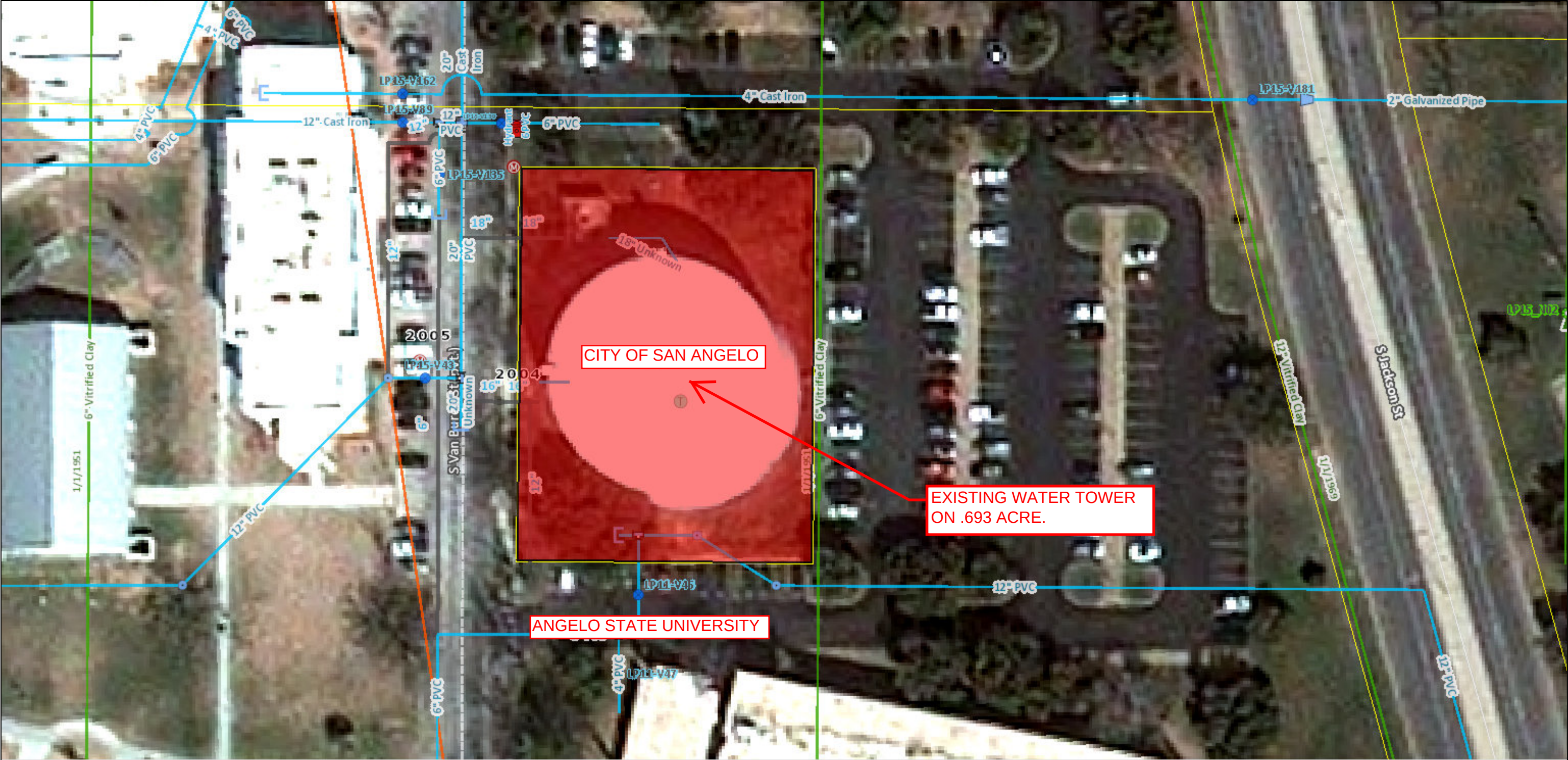
September 22, 2015

- | | | | |
|---------------------|--------------------------|--|------------------------|
| | Parcels | | Encumbrance Releases |
| | Platted Lot Lines | | Abandonments Approved |
| | Building Setback | | Abandonments Denied |
| Encumbrances | | | Abandonments Expired |
| | <all other values> | | Abandonments Withdrawn |
| | Emergency Vehicle Access | | Parcel Text Boxes |



City of San Angelo Copyright 1987-2014
City of San Angelo Copyright 1987-2015

COSA-ASU



September 22, 2015

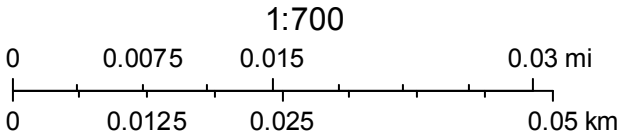
- Water Test Stations
- Water Sampling Stations
- Critical Meters

Water Service Connections

- No
- Yes

Water Hydrants

- <all other values>

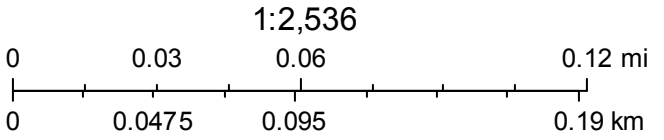


City of San Angelo Copyright 1987-2015

Annex Property



September 30, 2015
Parcel Text Boxes



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

SCHEMATIC LAYOUT FOR
THE DEVELOPMENT OF A
PROPOSED CHAPEL AND
CEMETERY OFFICES

21
PARKING
SPACES

21
PARKING
SPACES

BUS PARKING

65,532 sq. ft.
1.5 Acres

ACCESS/UTILITY EASEMENT
FROM JACK ST.

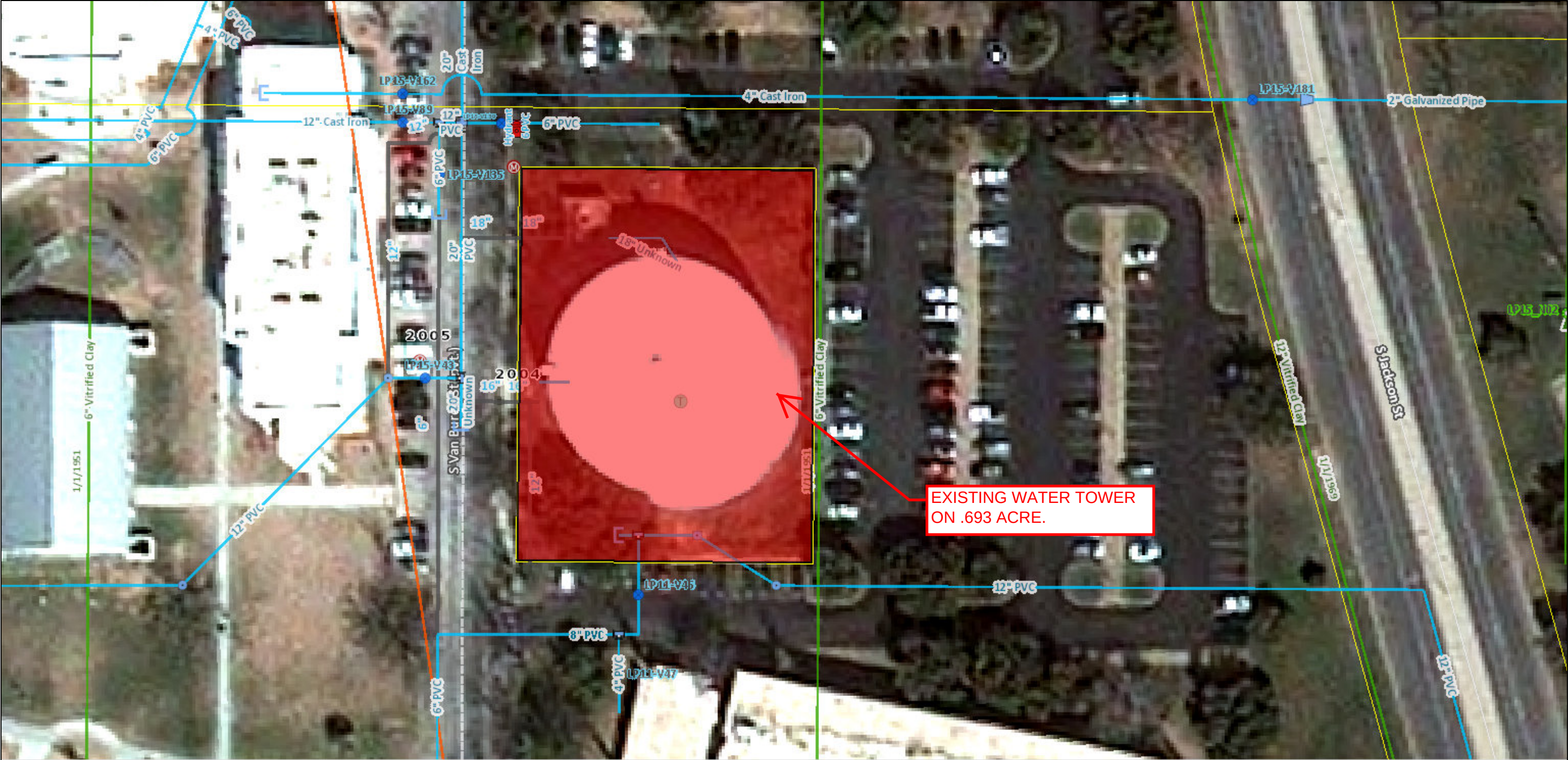
200'-0"

133'-0"

275'-0"

50'-0"

COSA-ASU



September 22, 2015

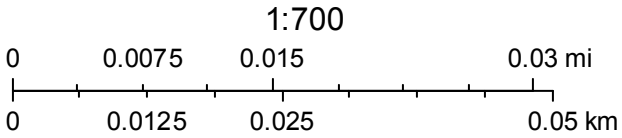
- Water Test Stations
- Water Sampling Stations
- Critical Meters

Water Service Connections

- No
- Yes

Water Hydrants

- <all other values>

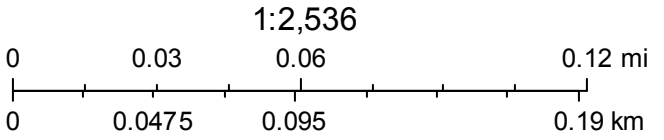


City of San Angelo Copyright 1987-2015

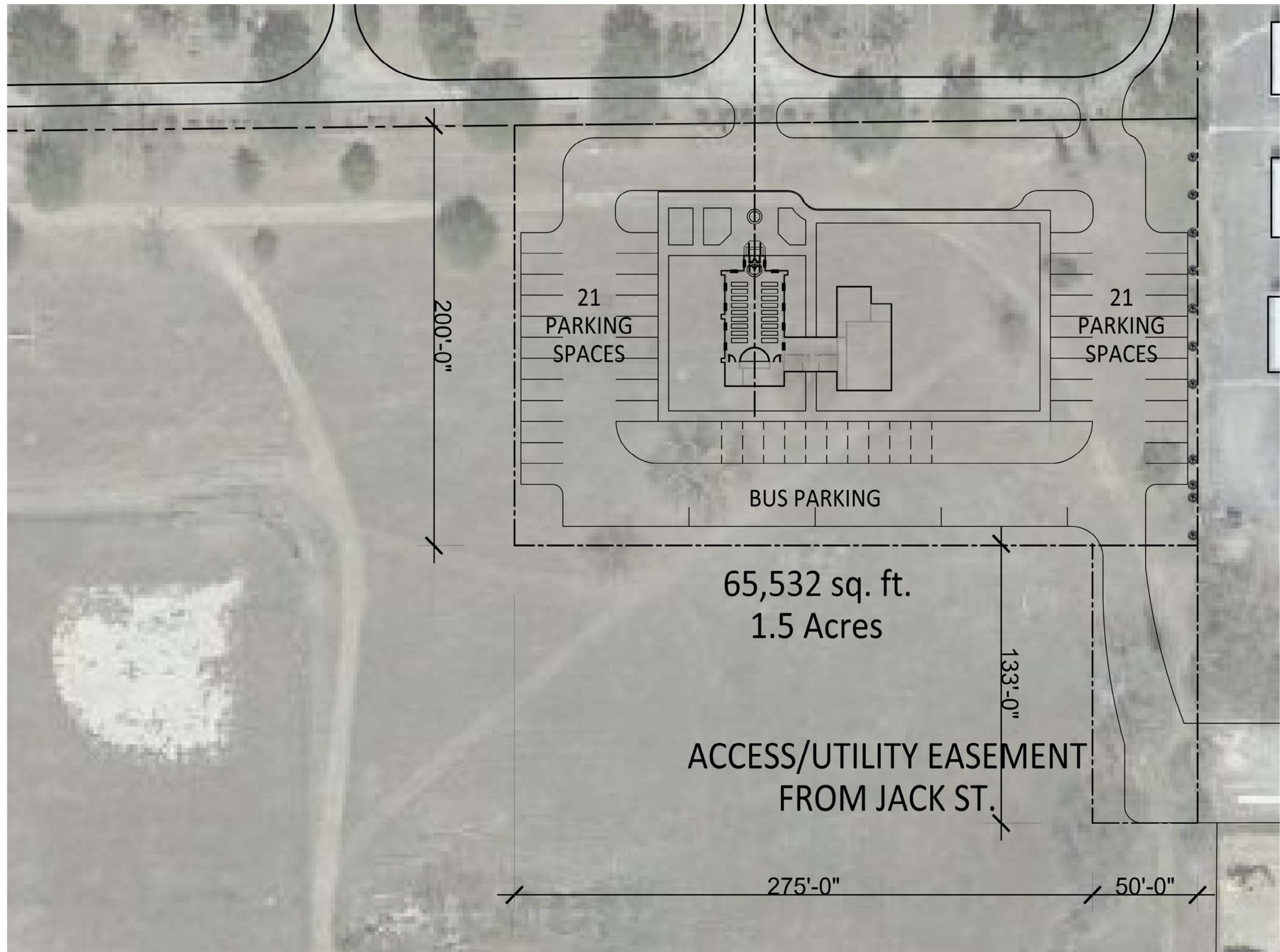
Annex Property



September 30, 2015
Parcel Text Boxes



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Fairmount Cemetery Annex (Development Cost Estimate)

\$1,200,000 +

The City is interested in acquiring the approximate 1.5 ac. parcel of land adjacent to the Fairmount Cemetery from Angelo State University. As part of our due diligence the City participated in an informal Development Review Committee (DRC) review of the property and its proposed use. The DRC allows a cursory review by Permits to assist in the planning and development of a property.

Planning

\$4,000

Rezone property to OW - Done

Re-plat site / combine properties. Needs secondary access to public R.O.W. - Easement from ASU for access to Jack Street.

Re-dedicate portion of Jack Street back to public R.O.W.

Water & Sewer

\$135,000+

New 6" water main from Austin St. w/ meter & taps (440 LF x \$60)

Looped water line, tie to Vaughn St. or Ave N. (1500 LF x \$)

Utility Easements - New & existing in the area need to be recorded

Storm Water & Streets

\$205,000 +

A drainage study will be required for this parcel prior for any development to address runoff onto adjacent properties. Does not address ASU drainage issues

Jack Street will need to be rebuilt and extended to meet current City standards. This should be coordinated with improvements to new utilities (440 LF)

Fire Department

\$6,000 +

New Fire Hydrant from 6" main.

The access road in the easement from Jack Street will need to be built to accommodate apparatus access to and around the site as required.

Permits

TBD

A more thorough review will be done with a DRC meeting when more detailed plans and elevations are presented for the development (chapel and offices).

Chapel / Site Development

\$850,000

Chapel / Offices (3,500 SF @ \$175/SF) (\$612,500)

Drives / Parking / Landscaping (\$237,500)

City Property on ASU Campus

Removal of Water Tank Site features

Removal of steel tank only	\$44,900
----------------------------	----------

Relocation of tower communication equipment	\$ 6,000
---	----------

City and ASU shared costs related to survey and appraisal as needed.	<u>\$ 8,000</u>
--	-----------------

Estimated total	\$58,900
-----------------	----------

NOTE: City crews will be responsible for the removal of the remaining structures and features on the site including the concrete tank foundation, related infrastructure, fencing, etc. Crews will have 12 months to complete the work.



Iseler Demolition, Inc.

Scott / Doug / John

Specializing in Water Tower Demolition

Doug: (800) 322-0997 (phone/fax)
Lisa: (800) 338-8396 (phone)
(989) 428-4689 (fax)
Scott: (877) 200-5851

71231 BURLISON LANE • ROMEO, MI 48065

10-14-15

City of San Angelo
Attn: Joe Mangrem
72 W College Ave
San Angelo, TX. 76903

Our price to dismantle and remove down to the foundation, the existing 3.27 Million Gallon, Van Buren Ground Storage tank, in San Angelo, TX is \$44,900.00

- This quote **does not include** concrete foundation removal or water main capping.
- **Iseler Demolition will receive and dispose of the scrap metal.**
- **Demolition will be at our convenience between 1/11/16 and 6/2/16.**
- Iseler Demolition will **plan and try** to demo tank during college break, as this will be less disturbance for the campus, residents & faculty. As well as easier for us to block off the room we will need in the parking lot area.
- We will **strongly target** the 3/14/16-----3/18/16 Spring Break timeline.

Our tank dismantle price is based on torch cutting the steel with the paint intact. Workers will be wearing proper personal protection equipment, including PAPR's and disposable clothing, and utilizing engineering controls (long torches and minimal cutting). OSHA does not require paint removal prior to torch cutting. If you, the Engineer/ Project Manager were to require it, the preceding estimate would get multiplied by (5) five.

Note: This proposal may be withdrawn by us if not accepted within 45 days.

The City of San Angelo will be named as additional insured on our general liability insurance. We adhere to current OSHA and EPA regulations. Thank you for this opportunity.

ISELER DEMOLITION, INC.

Authorized Signature Scott C. Iseler
Scott C. Iseler SCI/cmk

ACCEPTANCE OF PROPOSAL

Signature _____ Date _____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Consider approving a new agreement between the City and Lee and Gale Brown for the lease of the Spring Creek Marina on Lake Nasworthy and authorizing the City Manager to negotiate and execute the agreement - (Presentation by Parks and Recreation Director Carl White)

Summary/History:

The Browns currently have an existing lease of the Spring Creek Marina owned by the City of San Angelo. The current lease, which has been amended twice, expires April 30, 2025. The Browns have requested to obtain a new lease with a new 20 year term.

The proposed new lease does just that. It initiates a new term of 20 years, effective November 1, 2015 and incorporates the language of the previous amendments. There are no other term changes to the lease. The annual payment fee was updated to include an escalation for the period of 2025-2035.

In terms of prior history regarding the Spring Creek Marina, the following was approved by City Council:

A new 20-year lease effective May 5, 2005.

A first amendment, effective March 8, 2010, authorizing the construction and installation of floating docks.

A second amendment, effective April 16, 2013, re-describing the lease premises and establishing joint-use areas for public events, and updated insurance requirements.

Financial Impact:

No financial impact change. The Lessee would continue to make quarterly payments that escalate during the term of the lease.

Other Information/Recommendation:

Staff Recommends Approval

Attachments:

1. Request from Mr Brown for new lease Spring Creek Marina PK Request from Mr Brown for new lease Spring Creek Marina.pdf
2. Agreement Lease Spring Creek Marina Oct 20, 2015 PK Agreement Lease Spring Creek Marina Oct 20, 2015.pdf

Presentation:

verbal

Approvals/Reviews:

White, Carl

James, Theresa

Weise, Rick

Carriger, Tina

James, Theresa

Dunn, Becky

Kendrick, Bryan

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

Date: July 23, 2015

To: Carl White, Parks & Recreation Director

From: Lee Brown, 325-656-0308
sprcreek@wcc.net
Spring Creek Marina and RV Park
2680 Camper Rd. 76904

Subject: Request for a new 20 year lease on the lot at Lake Nasworthy.
The request for a new 20 year lease is for financing purposes.

Mr. White,

Please start the process to obtain a new 20 year lease for Spring Creek Marina and RV park. I assume the process will be the same as when we made the request back in 2005.

Ida made a copy of the request submitted by Will Wilde back in 2005.

Let me know what I need to do to help.

Thanks,

A handwritten signature in cursive script that reads "Lee Brown". The signature is fluid and extends to the right with a long horizontal stroke.

Lee Brown

- iii. Lessor's use of Joint Use Area #3: Lessor shall pay Lessee a standard rate of One Hundred Dollars (\$100.00) per day subject to adjustments up to 2% per year increase at the end of each term, for use of Joint Use Area #3.
- iv. Notice: Lessor shall provide Lessee six (6) months written notice prior to a special event that will utilize one or more Joint Use Area.
- v. Adequate Access: Lessee shall permit Lessor reasonable access to and from Joint Use Areas for Lessor's purposes and access for reasonable accommodation of Special Events.
- e. The liability of the City for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the City, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.
- f. The City will require any third party special event organizer to provide City with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. Third party special event organizer shall obtain and continuously maintain in effect at all times during special event insurance coverage as follows with limits not less than those set forth below:
 - i. Commercial General Liability. Coverage shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Each Occurrence
 - ii. Liquor Liability if applicable. Coverage shall not be less than:

\$1,000,000	Combined Single Limit, each occurrence
-------------	--

TERM AND CONSIDERATION

1.
 - a) Initial Term. This lease is granted for a period of twenty (20) years beginning November 1, 2015 and ending October 31, 2035 in consideration of (1) the annual payment of \$11,346.00 during the first ten years of the lease, subject to a twenty percent (20%) rent adjustment at the end of this time, based upon a two percent (2%) per year increase with the annual fee to be \$13,615.00 for the period of November 1, 2025 to October 31, 2035, which payment is payable in advance quarterly installments, the first installment being due and payable on November 1, 2025; (2) the payment of \$200.00 granting fee at the time of executing this lease; and (3) Lessee's compliance with the stipulations and conditions hereinafter set forth.
 - b) Option to Renew. Provided that lessee is not in default in the performance of this lease, Lessee shall have the option to renew the Lease for one (1) additional term of ten (10) years commencing on November 1, 2035 with written consent of the Lessor. In consideration the annual fee shall be subject to a twenty percent (20%) increase at the end of this time, based upon a two percent 2% per year increase with the annual fee to be \$16,338.00, which payment is payable in advance quarterly installments, the first installment due and payable on November 1, 2035. All of the terms and conditions of the Lease shall apply during the renewal term. The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the prior lease term. If notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.
2. Lessee shall pay installments to Lessor at the City of San Angelo, Parks and Recreation Department located at 702 South Chadbourne, or at such other place as Lessor may from time to time designate by written notice to Lessee. Such rent shall be paid annually on or before November 1 during the term of this lease or in

quarterly installments on or before the first day in the months of November, February, May, and August.

3. Lessee shall pay to Lessor a late charge for any fee received by Lessor after the date that the fee is due, in accordance with established ordinances, provided however, that this provision for late charges shall not be construed as a waiver of the right of Lessor to terminate this lease at its option as authorized herein.

4. Lessee agrees to maintain a systematic bookkeeping procedure that will enable Lessor to determine readily all matters pertaining to all revenues. To that end, Lessor hereby reserves the right to inspect such records during regular business hours and to require such changes as may be necessary to accurately reflect such revenues. Inspection may be accomplished by Lessor or Lessor's agent.

RULES AND REGULATIONS

5. The rules and regulations provided in those certain ordinances of the City Council of the City of San Angelo, ("Council"), adopted April 2, 1951, and now known as the Lake Nasworthy-Twin Buttes Ordinances and any and all subsequent amendments adopted heretofore or hereafter are expressly incorporated herein by reference as terms and conditions of this lease. This lease is expressly made subject to any ordinances adopted in the future by the Council for the regulation of Lake Nasworthy, Twin Buttes and surrounding property, including but not limited to, safety, sanitation, and ecological requirements. Any breach of said rules and regulations shall, at the option of the Lessor, result in forfeiture of this lease. This lease will be managed by the Parks and Recreation Department of the City of San Angelo subject to the approval of the Council.

USE OF LEASED PREMISES

6. The premises shall be used only for operating a marina, bait stand, general food supply-type store, including the sale of beer as allowed by law; camper hook-up facilities and park area; and uses incidental thereto, and in this connection the following shall be applicable:

7. Lessee shall have access to the boat dock for providing fuel services to boats, however, there shall be no engine repair services. Lessee shall be allowed to provide rental boats for general public use as long as they do not interfere with the boat dock or beach area, providing fuel engine repair rental boats interfere with the boat dock or beach area.

8. Any and all improvements placed on the property shall remain on the property and shall become the property of the City at the expiration of this lease.

OCCUPANCY

9. Lessee may, upon approval of Lessor, locate a mobile home on leased premises to be used as a residence for Lessee or its manager. Lessee agrees to practice good housekeeping and shall maintain said residence in a clean, neat and sanitary condition. Upon termination or transfer of this lease, the Lessor shall determine whether or not said residence may remain on the premises. Lessee shall remove said residence within sixty (60) days of the termination of this lease unless otherwise approved in writing by Lessor. If Lessee fails to remove said residence within sixty (60) days of the termination or transfer of this lease, then said residence shall be considered abandoned by Lessee and may be removed or disposed of by Lessor. Lessee expressly consents to sale, removal, discard or other disposition of abandoned property. Only living quarters that can be easily removed from the premises will be allowed.

BUILDING

10. The existing building shall be used by the Lessee for the purpose of selling food, for selling commodities, and for the purpose of providing appropriate facilities for the general public. Said building shall be maintained by Lessee, Lessee may, upon approval of the Lessor, sublease portions of its building and premises for various purposes including, but not limited to, jet ski rental and boat rental and vendor activities. Sublessees shall abide by and comply with all conditions of the lease agreement of the Lessee. All payments received from subleasing shall be included in Lessee's bookkeeping procedures. Lessee shall provide metal garbage containers in adequate numbers to permit disposal of all garbage and rubbish. Lessee shall be responsible for all costs associated with disposal of garbage and rubbish.

MINIMUM HOURS

11. Minimum hours of operations of the marina will be from 9:00 a.m. to 7:00 p.m. during the months of March through October. No minimum hours shall be required for the remaining months of the year.

CAMPING AND PARK FACILITIES

12. The camper hook-up facilities shall be used by Lessee for the purpose of leasing campsites to the general public and related camping services. All revenue generated from campsite facilities shall be retained by Lessee. Lessee shall be responsible for the operation and maintenance of the existing camper hook-ups, restrooms, and any other buildings or facilities in the campground and park areas. Use of campsites shall be subject to the following provisions:

13. Camping Fees. Lessee may establish its own rates for daily, weekly and monthly use of campsites. Lessee shall provide the City with a schedule of such rates.

14. Camping Regulations. Campers shall be permitted to stay in the park for 14 successive days. At the end of this period the camper must physically vacate the park and leave the premises for a period of five (5) days; provided however, Lessee may, at its option, extend the 14 day time period for successive fourteen (14) day periods up to a maximum of six months. Long term campers are classified as those who stay over fourteen (14) days, and no more than twenty-four (24) camping spaces shall be leased to long term campers.

15. Maintenance of Campsites. Lessee is responsible to insure campsite areas are kept and maintained in good and tenantable condition and appearance, free of all domestic items (swing sets, picnic tables, bicycles, satellite dishes etc.). Lessee shall provide metal garbage containers in adequate numbers to permit disposal of all garbage and rubbish in the campsite area. Containers shall be collected and disposed of as frequently as may be necessary to insure that the containers do not overflow. Lessee shall be responsible for all costs associated with disposal of garbage and rubbish.

CITY CAMPING PERMITS

16. Lessee shall be authorized to issue City camping permits and collect for same at the appropriate camping fee for Lake Nasworthy Park. Funds received and receipts from such collections shall be delivered to the Parks & Recreation Department at the end of each month, with Lessee to deduct twenty-five percent (25%) of the total collections for providing this service.

ANNUAL FEES

17. Lessee is authorized to sell annual entrance permits as specified by city ordinance and one hundred percent (100%) of revenue received during the lease term shall be delivered to the Parks & Recreation Department on or before the fifth (5th) day of each calendar month.

TREES

18. No trees may be removed from the leased premises without the prior written consent of the Director of Parks & Recreation of the City of San Angelo.

BUILDING STANDARDS

19. No improvements or construction work of any kind, including but not limited to, piers, pumphouses, water wells, storage buildings, fences, excavations, fills, and other types of structures or improvements, shall be built or performed on leased premises without prior approval of the Permits Department, Parks & Recreation Department, Water Utilities Department, Zoning Board of Adjustment, Planning Commission, and/or City Council, as applicable.

20. Lessee agrees to comply with all provisions of the Official Code of the City of San Angelo ("Code"), as such now exists or may hereafter be amended including, but not limited to, those provisions regarding building permits and permit fees; inspections and fees building, plumbing, electrical, and fire standards or requirements; and the regulation of septic tanks.

21. After any permit is granted, Lessee expressly agrees that all improvements or construction work shall be built or performed in strict compliance with the terms of the permit and Council approval granted with the approval of the Director of Parks and Recreation, that construction shall commence within six (6) months following the date of the permit, and that all construction shall be completed within one (1) year of the date of the permit as set forth in the building code regulations.

22. Lessee may request from the City Council a variance or deviation from any term or condition contained herein.

23. The Council, prior to granting any extension of an existing lease or a new lease covering the leased premises shall have the right to review the leased premises and improvements thereon and submit in writing to the Lessee the requirements, if any, which shall attach to and become a part of this lease, necessary for compliance with the above-mentioned provisions of the Code. Failure of the Lessee to abide by and comply with said requirements will be grounds to terminate this lease or any extension thereof.

CONDITION OF PREMISES

NO WARRANTY

24. LESSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE.

MAINTENANCE

25. Lessee agrees to keep and maintain any and all structures erected or caused to be erected or placed on the leased premises in good and tenantable condition, to maintain its appearance, and to landscape and keep said premises cleared of all objectionable matter, things, and vegetation. Leased premises shall not be used for the outside storage of materials for unreasonable lengths of time. In the event Lessee shall fail to maintain leased premises in a manner acceptable to the Director of Parks and Recreation, then after notice to Lessee, the Director of Parks and Recreation shall have the power and express authority to cause leased premises to be cleaned, cleared, and mowed. Lessee expressly authorizes the cost of any such clearing, cleaning, and mowing to be billed to it or added to the next rental payment, with interest at the rate of ten percent (10%) per annum beginning thirty (30) days from the date on which the work was completed, and continuing until such cost is paid in full. Lessee further agrees to return said premises in as good or better condition than as received from Lessor. Lessee will practice good housekeeping and will obey all health and sanitary laws and regulations of the United States, the State of Texas, and the City of San Angelo.

RESPONSIBILITY

26. The parties hereto acknowledge that the leased premises are within an area subject to overflow and flooding and it is expressly agreed between the parties that neither Lessor nor any of its agents or employees shall be liable to Lessee for any damages caused in any manner, negligent or otherwise, by high water or floods at Lake Nasworthy, nor by the rivers or creeks which serve as its sources of supply or diversion channels, nor by reason of any work deemed necessary in Lessor's sole judgment in the maintenance of said Lake and sources of supply or diversion channels and all damages occasioned thereby are hereby waived, and when Lessor (or any agent thereof) deems it necessary to enter on the leased premises for any of the above purposes, its judgment shall be conclusive. It is further expressly agreed between the parties that if the Lessor should be required to contain flood waters and increase the size of the Lake to such extent that the herein leased premises or any part thereof are submerged, the Lessor shall, with all diligence, attempt to notify Lessee herein of its intention to submerge said property, and Lessor shall not be responsible or liable for any claim or claims for damages occasioned hereby.

27. Lessee expressly releases Lessor, its officers, agents, and employees from any and all claims for damages of any kind by reason of the condition of the premises hereby leased, or any improvements thereon or any damages incurred in the enjoyment or exercise of the privileges granted hereunder, or for damage to its person or property caused by the opening of the gates at Nasworthy Dam, the lowering of the normal water elevation in the lake, or due to flood or high water, or any fluctuating water levels which may arise in the use and operation of Lake Nasworthy, or in the joint use and operation of Lake Nasworthy, San Angelo Reservoir, and Twin Buttes Reservoir for the purposes of recreation, irrigation, and water supply, or for any other purpose.

28. Lessee further agrees to indemnify and hold Lessor, its officers, agents, and employees, free and harmless from any claims for damages or injury, including death, to persons or property, or any liability incurred as a result of the exercise of the privileges conferred by this lease, and agrees to reimburse Lessor for any expenses incurred in the defense of any such claim, including reasonable attorney's fees and court costs actually incurred.

29. Lessee shall indemnify and procure and maintain insurance as provided for on **Exhibit "E"**, incorporated herein by reference for all purposes.

LIMITATIONS OF LESSEE IN LEASED PREMISES

AVAILABILITY AND USE OF LAKE WATER

30. Lessor in no way guarantees the accessibility of water to the leased premises nor the level of water in Lake Nasworthy.

31. Lessee can use water from for domestic purposes and water of existing trees and shrubs; but no water is to go off the premises. Use of water for irrigation, other than lawn watering, is expressly prohibited. Lessee shall use water in a conservative manner, and any abusive use of water shall be grounds for denying the use of water to the Lessee. Lessee shall pay the applicable water use charge as set by the City, for water or raw water usage, as the case may be. Lessee shall provide and maintain any and all pumping, storage, and distribution piping needed to supply water to any building or area where lessee wants water service.

WATER, SEWAGE, PAVING IMPROVEMENTS

32. In the event the City lays sewer and/or water lines on, adjacent to or in the vicinity of the leased premises, Lessee agrees to pay the pro rata front-foot cost of laying said line or lines as established by and in accordance with City policies then in existence.

33. Lessee expressly agrees that if City water or sewer lines are ever located within 200 feet of the leased premises, Lessee will tie on to such service at its own expense at the price established for that specific area.

34. In the event the City institutes a paving program abutting the leased premises, Lessee shall pay his pro rata share of paving, curbing and gutter costs pursuant to the prevailing City policies.

RESERVATIONS AND EASEMENTS

35. Lessor, its agents or assigns, reserves the privilege and right at any time to execute and deliver valid oil, gas and other mineral leases upon the leased premises, and valid right-of-way easements for gas, oil, water, or wastewater pipelines, telephone, telegraph or electric pole transmission lines on said premises, or any part thereof, and in such event this lease shall be subject and subordinate to the rights, terms and privileges of any such oil, gas and other mineral leases or such easements as may have been executed heretofore or hereafter by Lessor, its agents or assigns.

36. An easement across leased premises is hereby retained by Lessor for the purpose of laying sewer and water lines and/or for necessary rights-of-way for roads, alleys or other thoroughways.

SUSPENSION OF PRIVILEGES FOR HEALTH MATTERS/ PUBLIC PURPOSES

37. It is expressly understood and agreed that Lessor may at any time, without notice to Lessee, suspend or revoke any and all privileges granted herein for such length of time as in its sole judgment is necessary for the purpose of suppressing or arresting an epidemic of any contagious or infectious disease, or when, in its sole judgment, any suspension of privileges is necessary to protect the health of the water consumers of San Angelo, Texas.

38. If Lessor shall deem that leased premises are required for any public purpose, Lessor shall have the right to terminate this lease by giving ninety (90) days written notice to Lessee of such termination; and Lessee agrees to promptly deliver possession of leased premises to Lessor; and this lease shall terminate upon the expiration of ninety (90) days after the date of such notice.

NO ENCUMBRANCES

39. Lessee shall not have the right to encumber the fee simple. This provision shall not prohibit Lessee from encumbering his leasehold interest, personal property or improvements made by him which may be removed from the realty without injury to the realty; provided however, that no mortgage nor anyone who claims by, through or under such mortgage or deed of trust shall, by virtue of such mortgage or deed trust, acquire any greater or more extended rights than Lessee has under this lease but such mortgage or deed of trust shall be in every respect subject, subservient and subordinate to all of the conditions, provisions, requirements, covenants and obligations of this lease. The mortgagee under any such deed of trust or mortgage shall have the right to assume this lease and perform its terms and conditions to protect itself.

TRANSFER, ASSIGNMENT, AND SUBLETTING

40. Lessee may not transfer or assign the leased premises, in whole or in part, without the prior written consent of the Lessor. Any such transfer or assignment shall be evidenced in writing, properly executed and acknowledged by both parties thereto and a copy shall be delivered to Lessor, and the original shall be recorded in the office of the County Clerk of Tom Green County, Texas. Lessee may sublet the building and premises leased hereunder in accordance with this lease.

DEBTS RELATED TO LEASED PREMISES

UTILITIES

41. Any utility charges shall be paid in full by Lessee when due. Failure to pay such charges shall, at the option of Lessor, result in forfeiture of this lease.

TAXES

42. It is further understood and agreed that Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this lease may be levied on or assessed against the leased premises and all interest therein and all improvements and other property thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable. Lessee shall pay all such taxes, charges, and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Lessee agrees to indemnify and save harmless Lessor from all such taxes, charges and assessments. Failure to pay such taxes and special assessments as provided herein shall, at the option of Lessor, result in forfeiture of this lease.

INCIDENTAL CHARGES

43. Lessee shall pay or cause to be paid all incidental charges, such as permit fees, incurred in connection with its operations and use of the leased premises.

TERMINATION OF LEASE

ABANDONMENT/DEFAULT

44. In the event Lessee shall (1) abandon the premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Lessee and such default continues for a period of thirty (30) days, Lessor shall have the right to terminate this lease. Lessor will give Lessee thirty (30) days written notice of its intention to terminate the lease, and Lessee will have such thirty (30) days within which to cure such default and thereby avoid termination. Notice shall be sufficient if delivered to Lessee at the address specified in this lease or at such other address as Lessee may in writing designate to Lessor.

POSSESSION

45. Lessee agrees at the termination of this lease to deliver possession peacefully to the Lessor or its agents or employees; and if it fails to give peaceful possession, Lessor may take forceful possession of said premises and eject all parties therefrom without being guilty of trespass; and all damages occasioned thereby are hereby waived.

REMOVAL OF IMPROVEMENTS

46. All buildings and other improvements placed on the property by Lessee shall remain on the property and become the property of Lessor. All personal property remaining on the premises after the expiration of sixty (60) days following the termination of this lease, however terminated, shall be deemed abandoned by Lessee and shall become the property of Lessor.

OTHER REMEDIES

47. Any termination of this lease as provided in this article shall not relieve Lessee from the payment of any sum or sums that are due and payable to Lessor under the lease, or any claim for damages then or previously accruing against Lessee under this lease, and any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default under the lease. All rights, options, and remedies of Lessor contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Lessor of a breach of any of the covenants, conditions, or restrictions of this lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this lease.

MISCELLANEOUS

RELATIONSHIP OF LESSOR AND LESSEE

48. The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

HEADINGS

49. The paragraph headings contained herein are for convenience and reference and are not intended to

define, extend or limit the scope of any provisions of this lease.

HOLD OVER

50. It is distinctly understood and agreed by and between the Lessor and Lessee that any holding over by Lessee of the herein leased premises after the expiration of this lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor.

ENTIRE AGREEMENT/AMENDMENTS

51. This lease constitutes the entire agreement between the parties, and Lessor is not bound by any agreement, condition or stipulation, understanding or representation made by any of Lessor's agents not contained herein. No amendment to this lease shall be effective unless such is in writing and signed by both parties.

TERMS OF THE ESSENCE

52. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION, AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE, THE VIOLATION OF WHICH SHALL ENTITLE THE LESSOR, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.

TEXAS LAW TO APPLY

53. The parties hereby agree that Texas law will control the interpretation or enforcement of this lease. This lease has been executed in Texas, and all obligations hereunder are performable in Tom Green County, Texas.

INVALID OR ILLEGAL PROVISIONS

54. If any provision of this lease is held invalid as to any person or set of circumstances, such holding shall not affect the validity of any remaining provision of this lease or any provision's application to other persons not similarly situated or to other circumstances.

SUPERSEDES PRIOR AGREEMENTS

55. If this lease replaces another lease, all prior agreements are superseded by this lease.

REIMBURSEMENT OF LESSOR'S EXPENSES

56. Lessee shall pay on demand all of Lessor's expenses including, but not limited to, attorney's fees and court costs incurred in enforcing any of Lessee's obligations under this lease, which include, but are not limited to, collection of rental fees and collection of utility payments, taxes and other legitimate assessments.

SUCCESSORS AND ASSIGNS

57. This lease shall be binding upon and inure to the benefit of the parties hereto and their respective

successors, legal representatives and assigns, where permitted by this lease.

CONSTRUCTION PROJECTS

58. All improvements constructed, installed, or placed on or about the Leased Premises shall be continuously maintained in good repair and safe, useable condition by the Lessee.

59. All work performed by the Lessee pursuant to the Lease Agreement shall be performed in a workmanlike manner and in compliance with applicable law, rules, and regulations.

INDEMNIFICATION

60. INDEMNIFICATION: Lessees, individually and jointly, shall indemnify, defend and hold the City of San Angelo/Lessor, its officers, officials, agents, board members, commission members, council members and employees free and harmless from and against any and all judgments, claims, actions, suits, demands, proceedings, costs, penalties, fines, damages and liabilities, including attorney's fees and expenses, asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons, or loss or damage to property, arising out of , or resulting from any acts or omissions of the Lessees or either of them, or Lessee's agents, employees, contractors, subcontractors, or suppliers of the foregoing, as a consequence of Lessee's execution or performance of this **LEASE AGREEMENT**, or as a consequence of the conduct of Lessee's business on the leased premises and improvements and facilities relating thereto. Nothing herein shall require Lessee to indemnify, defend, or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct. This provision shall survive termination of the **LEASE AGREEMENT**, and shall terminate four years following the expiration of the Lease Agreement.

NOTICES

61. All notices concerning this lease shall be in writing and delivered to the parties at the addresses below:

Lessee: Lee Brown and Gale Brown
2680 Camper Road
San Angelo, Texas 76904

Lessor: City of San Angelo
Parks and Recreation Department
702 South Chadbourne
San Angelo, TX 76903

[signature page follows]

EXECUTED in duplicate originals at San Angelo, Tom Green County, Texas on this the _____ day of _____, 2015

CITY OF SAN ANGELO, LESSOR

Daniel Valenzuela, City Manager

LESSEE

Lee Brown

Gale Brown

STATE OF TEXAS)
)
COUNTY OF TOM GREEN)

This instrument was acknowledged before me on the _____ day of _____, 2015, by **DANIEL VALENZUELA**, as City Manager of the CITY OF SAN ANGELO, a Texas municipal corporation, on behalf of said corporation and by authority of its governing body.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF TOM GREEN)

This instrument was acknowledged before me on the _____ day of _____, 2015, by LEE BROWN.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF TOM GREEN)

This instrument was acknowledged before me on the _____ day of _____, 2015, by GALE BROWN.

Notary Public, State of Texas

LAKE NASWORTHY

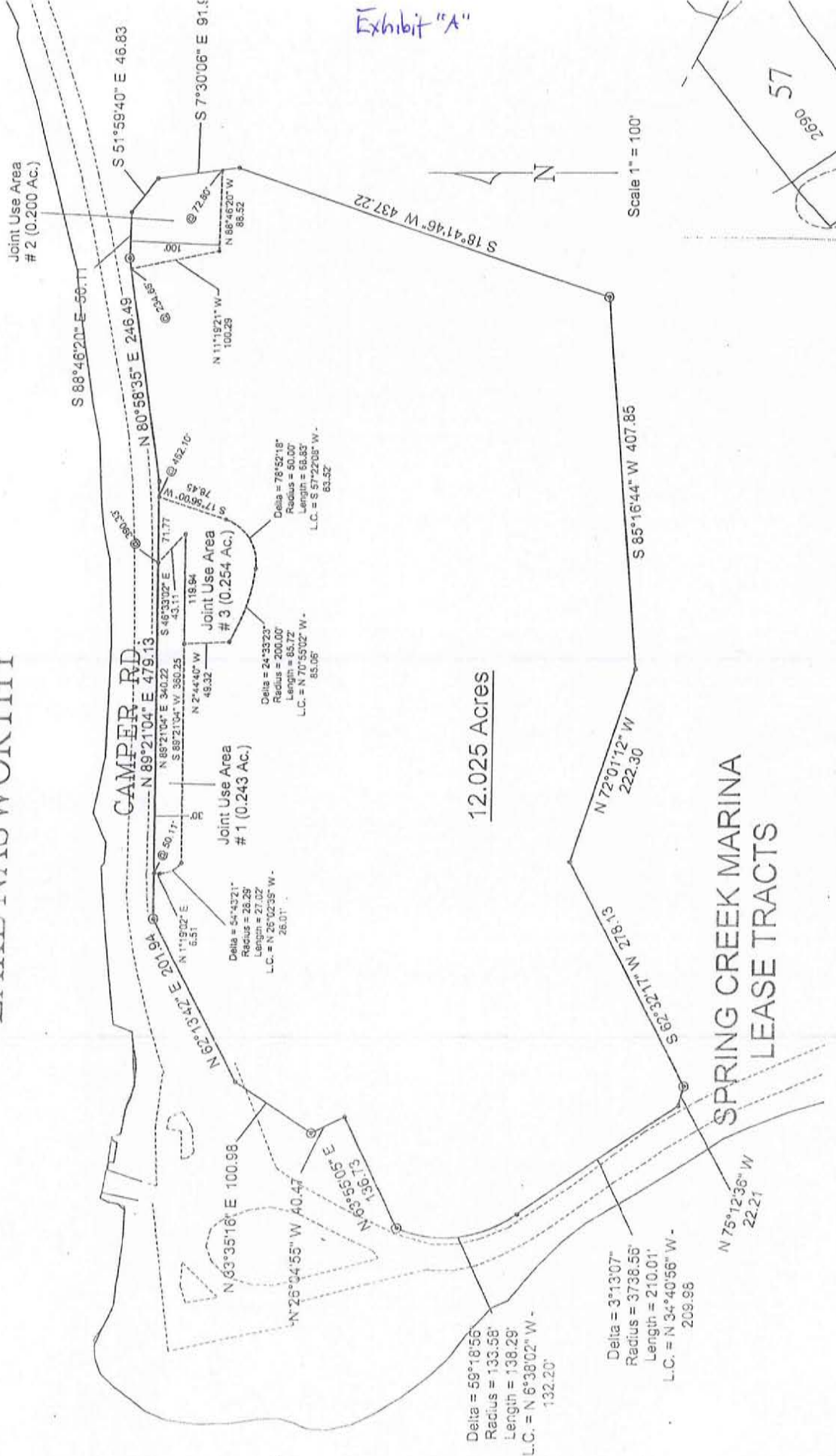


Exhibit "A"

12.025 Acres

57
2690

Exhibit "A"

Field Notes

12.025 Acres

Being an area of 12.025 acres of land out of Hrs. of H. Roth, Survey 814, Abstract No. 1812 and Hrs. of J.J. Schaefer Survey 646, Abstract No. 1882 and also being out of Tracts 20 and 21 described and recorded in Volume 295, Page 526, Deed Records of Tom Green County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found for a northwestern corner of this tract whose Texas State Plane Coordinate System (NAD 27 Texas Central Zone) coordinates are X=1944202.26, Y=621920.06;

Thence N. 62°13'42" E. a distance of 201.94 feet to a set 5/8" iron rod;

Thence N. 89°21'04" E. at 50.11 feet pass a 5/8" iron rod for the northwest corner of Joint Use Area #1 (0.243 Ac.), at 390.33 feet pass a 5/8" iron rod for the northeast corner of said Joint Use Area #1, in all a distance of 479.13 feet to a point of intersection in an existing pipe rail fence;

Thence N. 80°58'35" E. at 234.65 feet pass a pipe rail fence opening for the northwest corner of Joint Use Area #2 (0.200 Ac.) in all a distance of 246.49 feet to an aluminum monument set on a 5/8" iron rod;

Thence S. 88°46'20" E. a distance of 50.11 feet to a pipe rail fence opening and an angle corner of this tract;

Thence following said pipe rail fence S. 51°59'40" E. a distance of 46.83 feet to a point of intersection of said pipe rail fence;

Thence S. 7°30'06" E. at 72.80 feet pass a 5/8" iron rod for the southeast corner of said Joint Use Area #2 in all a distance of 91.92 feet to the end of said pipe rail fence;

Thence S. 18°41'46" W. a distance of 437.22 feet to an aluminum monument set on a 5/8" iron rod and the southeast corner of this tract;

Thence S. 85°16'44" W. a distance of 407.85 feet to a 1/2" iron rod found from which the end of a pipe rail fence bears N. 74°21'47" W. a distance of 1.63 feet;

Thence following said pipe rail fence N. 72°01'12" W. a distance of 222.30 feet to a point of intersection of said pipe rail fence and an angle corner of this tract;

Thence following or near said pipe rail fence S. 62°32'17" W. a distance of 278.13 feet to an aluminum monument set on a 5/8" iron rod;

Thence N. 75°12'36" W. a distance of 22.21 feet to a point of intersection of said pipe rail fence and the southwest corner of this tract and the beginning of a curve to the left;

Thence following said pipe rail fence and curve to the left whose radius is 3738.56 feet, central angle of $3^{\circ}13'07''$, arc length of 210.01 feet and whose long chord bears N. $34^{\circ}40'56''$ W. a distance of 209.98 feet to a point of reverse curvature;

Thence continuing along said pipe rail fence and a curve to the right whose radius is 133.58 feet, central angle of $59^{\circ}18'56''$, arc length of 138.29 feet and whose long chord bears N. $6^{\circ}38'02''$ W. 132.20 feet to an aluminum monument set on a $5/8''$ iron rod and from which a point of intersection of said pipe rail fence bears S. $22^{\circ}17'49''$ W. a distance of 3.39 feet;

Thence N. $63^{\circ}55'05''$ E. a distance of 136.73 feet to a $5/8''$ iron rod set and an angle corner of this tract;

Thence N. $26^{\circ}04'55''$ W. a distance of 40.47 feet to an aluminum monument set on a $5/8''$ iron rod and an angle corner of this tract;

Thence N. $33^{\circ}35'16''$ E. a distance of 100.98 feet to the place of beginning and containing an area of 12.025 acres of land.

Exhibit "B"

Field Notes

0.243 Acres

Being an area of 0.243 acres of land out of Hrs. of H. Roth, Survey 814, Abstract No. 1812 and Hrs. of J.J. Schaefer Survey 646, Abstract No, 1882 and also being out of Tracts 20 and 21 described and recorded in Volume 295, Page 526, Deed Records of Tom Green County, Texas and also being out of 12.025 acre tract described in Exhibit A attached hereto and made a part of and being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod set in the north line of said 12.025 acre tract whose Texas State Plane Coordinate System (NAD 27 Texas Central Zone) coordinates are X=1944431.05, Y=622014.72;

Thence following a north line of said 12.025 acre tract N. 89°21'04" E. a distance of 340.22 feet to a 5/8" iron rod set and the northeast corner of this tract;

Thence S. 46°33'02" E. a distance of 43.11 feet to a 5/8" iron rod set for the southeast corner of this tract;

Thence S. 89°21'04" W. a distance of 360.25 feet to a 5/8" iron rod set for the southwest corner of this tract and the beginning of a curve to the right;

Thence following a curve to the right whose radius is 28.29 feet, central angle of 54°43'21", arc length of 27.02 feet and whose long chord bears N. 26°02'39" W. a distance of 26.01 feet to the end of this curve and a 5/8" iron rod set;

Thence N. 1°19'02" E. a distance of 6.51 feet to the place of beginning and containing an area of 0.243 acres of land.

Field Notes

0.200 Acres

Being an area of 0.200 acres of land out of Hrs. of H. Roth, Survey 814, Abstract No. 1812 and Hrs. of J.J. Schaefer Survey 646, Abstract No. 1882 and also being out of Tracts 20 and 21 described and recorded in Volume 295, Page 526, Deed Records of Tom Green County, Texas and also being out of 12.025 acre tract described in Exhibit A attached hereto and made a part of and being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod set in a north line of said 12.025 acre tract whose Texas State Plane Coordinate System (NAD 27 Texas Central Zone) coordinates are X= 1945091.79, Y= 622056.38;

Thence following a north line of said 12.025 acre tract N. 80°58'35" E. a distance of 11.84 feet to an aluminum monument set on a 5/8" iron rod;

Thence S. 88°46'20" E. a distance of 50.11 feet to a pipe rail fence opening and an angle corner of this tract;

Thence following said pipe rail fence S. 51°59'40" E. a distance of 46.83 feet to a point of intersection of said pipe rail fence;

Thence S. 7°30'06" E. a distance of 72.80 feet to a 5/8" iron rod set for the southeast corner of this Joint Use Area #2;

Thence N. 88°46'20" W. a distance of 88.52 feet to a 5/8" iron rod set for the southwest corner of this tract;

Thence N. 11°19'21" W. a distance of 100.29 feet to the place of beginning and containing an area of 0.200 acres of land.

Exhibit "D"

Field Notes

0.254 Acres

Being an area of 0.254 acres of land out of Hrs. of H. Roth, Survey 814, Abstract No. 1812 and Hrs. of J.J. Schaefer Survey 646, Abstract No. 1882 and also being out of Tracts 20 and 21 described and recorded in Volume 295, Page 526, Deed Records of Tom Green County, Texas and also being out of 12.025 acre tract described in Exhibit A attached hereto and made a part of and being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod set in the north line of said 12.025 acre tract whose Texas State Plane Coordinate System (NAD 27 Texas Central Zone) coordinates are X=1944771.24, Y=622018.57;

Thence following a north line of said 12.025 acre tract N. 89°21'04" E. a distance of 71.77 feet to a 5/8" iron rod set and the northeast corner of this tract;

Thence S. 17°56'00" W. a distance of 78.45 feet to a 5/8" iron rod set for a point on the southeast line of this tract and the beginning of a curve to the right;

Thence following a curve to the right whose radius is 50.00 feet, central angle of 78°52'18", arc length of 68.83 feet and whose long chord bears S. 57°22'08" W. a distance of 63.52 feet to the end of this curve and a 5/8" iron rod set and a point of continued curvature;

Thence following a curve to the right whose radius is 200.00 feet, central angle of 24°33'23", arc length of 85.72 feet and whose long chord bears N. 70°55'02" W. a distance of 85.06 feet to the end of this curve and a 5/8" iron rod set;

Thence N. 2°44'40" W. a distance of 49.32 feet to a 5/8" iron rod set for the northwest corner of this tract;

Thence N. 89°21'04" E. a distance of 119.94 feet to a set 5/8" iron rod;

Thence N. 46°33'02" W. a distance of 43.11 feet to the place of beginning and containing an area of 0.254 acres of land.

INDEMNIFICATION and INSURANCE REQUIREMENTS

1. INDEMNIFICATION.

- 1.1 GENERAL INDEMNIFICATION. LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF LESSEE OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF LESSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LESSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LESSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LESSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2. Insurance.

- 2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Lessee for the purpose of complying with this Contract.
- 2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
- 2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Lessee, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 2.1.3 Waiver of Subrogation. Lessee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.1.4 Certificates of Insurance. At or before the time of execution of this Contract, Lessee shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College, San Angelo, Texas 76903

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

2.1.6 Sub-Lessee's Insurance. Lessee shall cause each Sub-Lessee and Sub-Sub-Lessee of Lessee to purchase and maintain insurance of the types and in the amounts specified below. Lessee shall require SubLessees and Sub-subLessees to furnish copies of certificates of insurance to Lessee's Risk Manager evidencing coverage for each Sub-Lessee and Sub-Sub-Lessee.

2.2 Types and Amounts of Insurance Required. Lessee shall obtain and continuously maintain in effect at all times during the term hereof, at Lessee's sole expense, insurance coverages as follows with limits not less than those set forth below:

2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Lessee and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Lessee's employees) and damage to property of the City or others arising out of the act or omission of the Lessee or its agents and employees. This policy shall also include protection against claims for the contractual liability

assumed by Lessee under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Lessees (to remain in force for two years after final payment). Coverage shall not be less than:

\$ 1,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

- 2.2.2 Business Automobile Liability. This policy shall protect Lessee and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$ 500,000.00 Each Accident Limit

- 2.2.3 Liquor Liability. This insurance shall be in comprehensive form and shall protect the Lessee and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Lessee's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be as follows:

\$1,000,000.00 Combined Single Limit, each occurrence

- 2.2.4 Commercial Property Insurance. This insurance shall be an all-risk, replacement cost, commercial property insurance equal to the value of all buildings on the Premises. It shall be maintained by Lessee as long as Lessee owns such building(s).

[End Exhibit "E"]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Report and discussion on the Stripes River Fest 2015 - (Presentation by Parks and Recreation Director Carl White)

Summary/History:

We're pleased to report that the Stripes River Fest 2015 was a success!

Having implemented lessons learned from last year we improved the event so thousands of participants had a great time. As with last year, there were unique challenges to overcome, but in the end we were able to host a well-attended event and add additional funds to the designated event account.

As with each event, we learn better what to do and not to do. Attached to this memo is a report on the event, including key lessons learned as well as the post-event budget.

Financial Impact:

The Stripes River Fest 2015 ended up with a net gain of roughly \$12,000.

Other Information/Recommendation:

Stripes River Fest 2015 Event Video

<https://www.youtube.com/watch?v=iuJlxxC8H3M>

Attachments:

- | | |
|---|---------------------------------------|
| 1. Report Stripes River Fest 2015 | PK Report Stripes River Fest 2015.doc |
| 2. Presentation Stripes River Fest 2015 | PK Stripes River Fest 2015.ppt |

Presentation:

Verbal, Video and PowerPoint

Approvals/Reviews:

White, Carl	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
Weise, Rick	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

Report on Stripes River Fest 2015

Why River Fest?

We're pleased to report that the Stripes River Fest 2015 was a success!

- Objective – to host a community event to celebrate the river parks, downtown, the arts and life in San Angelo.

Goals:

- Attendance of 10,000-12,000. ✓
- Break even financially or make some money for a follow up event. ✓
- Have some beneficial economic impact. ✓
- Have (mostly free) fun and entertainment for the community for a little more than a day. ✓

Challenges:

- Weather, again – the threat of rain affected attendance during the day as well as the Saturday night run and party.
- Car show
- Not having the run in the morning stole beginning energy from the event Saturday morning.
- Limited support staff.
- Funding – required sponsorships of at least \$20,000, as well as earned revenue during the event.

Major Pluses:

- Most activities free or very affordable (we received several compliments on this).
- Brought together several organizations to work together.
- Highlight river and downtown.
- Lots of good feedback (continued interest for this event).
- Good level of sponsorships, donations and financial support outside of City.
- Satisfied our title sponsor, Stripes.
- Raised \$1,500 for the Wounded Warrior Project.
- Ended "in the black" with about \$12,000.

Estimated Attendance:

- **Overall was about 11,430.**
- Friday night concert about 2,200.
- Color Up Dark about 1,400 with participants, spectators and volunteers.
- Golf tournament about 20.
- Lily Fest about 80.
- Pickle Ball and Sand Volleyball 10.
- Neff's area about 6,000.
- Vega Washer Pitching Tournament about 800.
- Girl Scout canoe races about 300.
- Station 618 activities about 120.
- KIXY River Raft Race about 500.

Most Popular:

- Kids Court.
- Friday night concert.
- Color Up Dark.
- Washer Pitching Tournament.
- KIXY River Raft Race.
- Girl Scout canoe races.

Other Things to Consider/Lessons Learned:

- Consider moving the event 1 week earlier to September 9 & 10 or 1 week later to September 23 & 24.
- Lily Fest wishes to not be part of the River Fest next year, claiming competition for visitors.
- Adding pre-teen activities really helped.
- Expanding participation by other groups like the YMCA and the San Angelo Bandits helped.
- Keep the affordable and comprehensive activity wrist bands for the kids.
- Move the fun run back to Saturday morning and have it begin and end close to the Neff's area.
- Consider adding new activities.
- Modify the food and drink concession layout so lines don't conflict; perhaps place them back to back.
- Adding additional electrical access really helped.
- Brining in a deejay for music at the Neff's area really helped. Need to consider relocation of speakers from main tent.
- Having staff and volunteers wear a consistent shirt really helped.
- Need to better coordinate the cook off and car show; both did not make.
- Adding the barrel train for Kids' Court helped some but may not be worth the expense.
- Need to better coordinate Volleyball tournament.
- Need to bring canoes back for public use.
- Adding Grogan's as a vendor to let folks use kayaks worked really well.
- Find more organizations to provide teen activities.
- Volunteer street performers really worked well again.
- Add a few more performers such as the Concho Cowboy Company.
- Consider adding some horseshoe playing areas.
- Keep the number of t-shirts for sale at 100 or a bit less and give some out as prizes.
- We did a better job this year of supporting Stripes as the title sponsor. Need to continue this and improve.
- Add performance stage for kid activities in the Kids' Court and keep the performances going as long as the Neff's area is open.
- The drumline performance worked well; continue this.
- Did a better job getting brochures out, but need them finished and out 2 weeks earlier.
- CAD layout for concessions helped a lot!
- Portable restrooms – current number of 40 is adequate, but quality of this year's units wasn't as high as the previous provider.
- Move sand dig area out from the main tent so it is more visible.
- Find sponsor for the promotional wristbands.
- The large inflatables worked well; add 1 or 2 more. The small inflatables need to be hired out locally. Too much effort needed to rent from Goodfellow (pick up, set up, clean, dry, take down, return).
- See separate report from the Vega Washer Pitching tournament.

Quotes:

- "Stripes saw so many families; truly enjoyed it all!"
- "we had a blast!"
- "Love it!"
- "Had a great time!"
- "It was a great concert!"
- "awesome concert!"

Finances – see post-event budget below:**Stripes River Fest 2015 Revenue and Expenditures (as of September 29, 2015)****Revnues:**

Source	Budgeted	Actual	Notes
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sponsorships	\$20,000	21,014	City \$19,000, SA Host \$1,200, McLaughlin \$814
Color Up Dark	\$5,000	\$5,305	
SA Host	\$2,000	\$946	
Neff's concessionaires	\$2,000	\$2,550	
exhibitors	\$500	\$400	
wristbands	\$5,000	\$3,941	
t-shirt sales	\$250	\$130	
other:			
Total Revenues:	\$34,750	34,286	
Expenses:			
portable restrooms	(\$3,000)	(\$2,750)	
t-shirts and polos	(\$1,350)	(\$1,365)	
insurance	(\$3,000)	(\$2,622)	
petting zoo and pony ride	(\$2,000)	(\$1,975)	
gaming trailer	(\$700)	(\$800)	
big inflatables	(\$4,500)	(\$4,467)	
small inflatables	(\$800)	(\$510)	
barrel train	(\$850)	(\$850)	
tents	\$0	\$0	underwritten
canoes	(\$100)	\$0	didn't get
sound system, Friday night	(\$3,000)	(\$3,563)	
deejays, Saturday	(\$750)	(\$650)	
security	(\$2,000)	(\$2,520)	
transportation volunteers	(\$600)	(\$200)	
meals for volunteers	(\$300)	\$0	covered by Stripes & McDonald's
social media wall	\$0	\$0	
officials for games	(\$440)	\$0	
life guards	(\$800)	\$0	volunteers
signs, productions, etc.	(\$1,500)	\$0	covered by McLaughlin's sponsorships
contingencies:	(\$1,000)	\$0	
Total Expenses:	(\$26,690)	(\$22,272)	
Bottom Line:	\$8,060	12,014	
Net from last year's event:		\$7,017	
Account Total:		\$19,031	



Stripes River Fest 9/19/2015

Hello Carl,

Thank you again for allowing us to host a great tournament for San Angelo and for West Texas. We are proud to say that our tournament was a huge success and this year we drew in more competitors from last year. There were several positive comments from multiple people that attended the event for the 1st time and as well as from our repeat competitors. We had several teams that traveled from all across Texas to attend the WTVWP tournament. We are excited to say that this tournament has been viewed as one of the premier tournaments to attend and we are proud to be a part of the River Fest team.

We are very proud to announce that we exceeded our donation from LY for the WWP to \$1,500, which brings our 3 year total to \$4,100. We could have not raised these funds without the help from the River Fest committee team, our sponsors and the US Army recruiters. We look forward to continue our tournament success with the River Fest team and continue to raise funds for a great cause.

Below are some of the wins and ops from the 3rd Annual West Texas Vega Washer Pitching Tournament. Please feel free to give me a call if you have any questions.

Thanks again,

Alex Vega

VEGA WASHER PITCHING

Wins:

- \$1,500 raised for the WWP
- Over 65 teams/130 players (Dallas, Amarillo, Austin, Lubbock & etc.)
- New PVC cups – the new material was much better
- Clean up crew –they maintained the brand very well
- Sid/Carl – providing sound equipment for the tournament
- Tammie M. – singing the National Anthem
- Closed Parking lot area – additional space for teams to set up
- US Army – Huge win for the participants/traffic
- The landscaping/prep work for the tournament was perfect
- Thank you for the allowing us to use some tables (only had 5 tables)
- Time of the tournament lasted 5.5 hours
- 2015 Winners were from Marble falls, again (Our team got 2nd👍)
- City of San Angelo marketing/River Fest brochure/flyer/advertising was a Huge win



Ops/Ideas:

- Idea: Add additional attractions across the river towards our side or adjacent to the street from the Bosque entrance, ex: food truck
- Idea: Food meal tickets for the committee team (similar to the 1st year)
- Idea: Tent provided for the tournament area (we carry our tent to multiple tournaments and this year will be its last year – it broke)
- Idea: We'll be adding a Kids mini tournament for next year
- Opp: Beer tent location: the 1st entrance beer tent seemed to take up space from the tournament people (suggestion: 1 tent for next year or set it up in the parking lot) Why 2 beer tent in my location?

Stripes River Fest 2015



Stripes River Fest Highlights

- Attendance est. 11,430 (last year est. 10,000)
- Revenue net over \$12,000 (last year \$7,000 net)
- Friday night concert 2,200
- Color Up Dark 1,400
- Neff's area activities expanded



Stripes River Fest Highlights

- Vega Washer Pitching tournament (raised \$1,500 for Wounded Warrior Project)
- KIXY River Raft Race
- Girl Scout canoe races
- New organizations involved: YMCA, Bandits, Grogan's, etc.
- Rain threatened all day Saturday and arrived at time of Color Up Dark run



Stripes River Fest Lessons Learned +

- Move the run back to the morning
- Add central performance stage
- Different mix of inflatables
- Continue to work with Friday night concert promoter
- Consider moving the event 1 week earlier or later



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Consent Item

Caption:

Consideration of Resolution finding a public purpose and approving financial assistance to the San Angelo Friends of the Environment (SAFE Recycling) to host a Household Hazardous Waste Collection Event in an amount not to exceed \$50,000 - (Presentation by Solid Waste Contract Manager Jeremy Miller)

Summary/History:

Household hazardous waste such as light bulbs, oils/lubricants, batteries, pesticides, and paints can pose a significant threat to our environment if not properly disposed. Currently, there is a lack of options for the citizens of San Angelo to properly dispose of these items which leads to improper disposal. When these items are improperly disposed, they end up in our water sources and create an environmental and financial burden to the citizens. San Angelo Friends of the Environment (SAFE Recycling) is hosting a Household Hazardous Waste collection event on Friday November 21, 2015 at 702 Warehouse Road. The event will provide an option for the citizens to properly dispose of their household hazardous waste. The cost associated with providing this type of event is substantial due to the required permits and licenses needed to handle and transport these materials. S.A.F.E Recycling is requesting the City of San Angelo's assistance with the cost of this event in the amount not to exceed \$50,000. The cost is based on the type and amount of materials that are collected at the event. The Solid Waste fund has budgeted the funds necessary to sponsor events of this nature. This event will provide a valuable service to the citizens and will reduce the cost associated with cleaning up improperly disposed hazardous waste.

Financial Impact:

Up to \$50,000 of budgeted funds

Other Information/Recommendation:

Staff Recommends City Council find a public purpose in assisting S.A.F.E. Recycling with hazardous waste collection and approve funding in an amount not to exceed \$50,000

Attachments:

1. Resolution 16-xxx Donation of funds to SAFE Recycling resolution.docx

Presentation:

Event Presentation - Jeremy Miller, Solid Waste Contract Manager

Approvals/Reviews:

Miller, Jeremy
Frerich, Patrick
James, Theresa
Kelton, Shane

Created/Initiated
Approved
Approved
Approved

Carriger, Tina
James, Theresa
Dunn, Becky
Kendrick, Bryan

Approved
Approved
Approved
Final Approval

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL APPROVING FUNDING TO THE SAN ANGELO FRIENDS OF THE ENVIRONMENT AND DECLARING A PUBLIC PURPOSE.

WHEREAS, household hazardous waste can pose a significant threat to our environment if not properly disposed; and

WHEREAS, there is currently a lack of options for citizens of San Angelo to dispose of this waste; and

WHEREAS, the San Angelo Friends of the Environment (SAFE Recycling) are hosting a household hazardous waste collection event on November 21, 2015 and are requesting up to \$50,000 in assistance to help pay for the costs of this event; and

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

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

Part 1: That the City of San Angelo is authorized to provide funding in an amount not to exceed \$50,000 to assist SAFE Recycling in a household hazardous waste collection event scheduled to take place on November 21, 2015.

Part 2: That the opportunity for citizens to dispose of their hazardous waste reduces the threat to our environment from improper disposal and constitutes a valid public purpose to justify the funding of this event.

Part 3: That SAFE Recycling shall provide a report to the City Operations department at the conclusion of the event documenting the success of the event.

PASSED and APPROVED THIS 3rd DAY OF NOVEMBER, 2015.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

BRYAN KENDRICK, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Consider awarding VM-07-15 Fleet Data Monitoring Hardware and Service to AssetWorks LLC under the purchasing co-op U.S. General Services Administration (GSA) Contract #GS-35F-4731G, in an amount of \$66,730 in initial hardware costs and \$131,602 annual subscription costs thereafter, in substantially attached form, and authorizing City Manager to execute the said contract - (Presentation by Fleet Services Superintendent Ryan Kramer)

Summary/History:

The Fleet Services Division requests Council award of bid VM-07-15 to AssetWorks LLC for the purchase of NetworkFleet Data Monitoring hardware for Fleet units including the authorization to execute a contract to provide monthly service for the devices. These devices will provide real-time data of vehicle and equipment health, meter readings, usage, locations, and productivity of the equipment. In addition, benefits include decreased liabilities, reduced fuel consumption, and increased productivity.

By purchasing these hardware devices from AssetWorks through the GSA contract, the City will have the ability to integrate the information produced by the NetworkFleet devices directly into Fleet Services fleet management software. This aspect will result in streamlined efforts within the Fleet Services Division, accurate and detailed reporting, and more thorough evaluations of individual vehicles or equipment and the Fleet as a whole.

Council recently approved the funding associated with this project by allocating a portion of General Fund dollars and Fleet Services Fund Balance to help fund this improvement in FY16. The hardware devices to be purchased are considered to be a "one-time" purchase. These devices will be transitioned from vehicle to vehicle as vehicles and equipment are purchased and sold. This means that the only time after initial purchase that the devices will have to be re-purchased is when a unit fails, vehicles or equipment are added to the fleet, or a device is lost or stolen.

Recurring expenses associated with this level of Fleet monitoring will be a subscription type fee related to the activation of the devices (similar to a cell phone). This subscription must be an annual contract, but is paid for monthly. Monthly fees are only charged once the device is activated by Fleet Services personnel.

Fleet Services expects to have all planned monitoring devices installed and activated by the end of FY16. As budgeted, approximately 583 devices are planned for purchase. This number is expected to fluctuate with changes in fleet size and need. Installation of the devices will be done by Fleet Services personnel to reduce project implementation expenses.

Financial Impact:

The City recommends awarding the purchase of data monitoring devices and subscription fees to AssetWorks LLC in an amount of \$66,730 for the procurement of the hardware and \$131,602 annually for any required subscription fees. The subscription fees will only be charged to the City as the devices are activated, resulting in a lower first year subscription expense. All scheduled purchases and subscription fees are budgeted in FY16.

Other Information/Recommendation:

Staff Recommends awarding VM-07-15 Fleet Data Monitoring Hardware and Service to AssetWorks LLC

Attachments:

- 1. AssetWorks Standard Agreement VM-07-15 Fleet Data Monitoring Hardware and Service Contract.pdf

Presentation:

Approvals/Reviews:

Kramer, Ryan	Created/Initiated
Frerich, Patrick	Approved
Kelton, Shane	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

HARDWARE PURCHASE, SOFTWARE LICENSE AND SERVICE AGREEMENT

This Hardware Purchase, Software License, and Service Agreement ("Agreement") is made as of the October 1, 2015 ("Effective Date") by and between AssetWorks LLC, a Delaware limited liability corporation with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks") and the City of San Angelo with offices at 1727 Saint Ann Street San Angelo, TX. 76905 ("CUSTOMER"). The parties hereby mutually agree to the following terms and conditions:

1. **Purpose.** As set forth in this Agreement, AssetWorks will be providing CUSTOMER with hardware, software and services for a telematics solution for CUSTOMER to obtain data pursuant to Global Positioning Satellite (GPS) tracking, routing, dispatching, and engine diagnostics for use by CUSTOMER's Fleet Services.
2. **Hardware.** AssetWorks will sell and CUSTOMER will purchase the hardware set forth on Schedule 1 ("Hardware").
 - a. Pricing for the Hardware is set forth in Schedule 1.
 - b. Quantities set forth on Schedule 1 are estimates and actual purchases may vary by 25% of the stated quantity.
 - c. AssetWorks will invoice for the Hardware when shipped. Invoices are due thirty (30) days after date of invoice.
 - d. AssetWorks will pass through the warranty for the Hardware from the third party manufacturer of the Hardware, for the Hardware manufactured by Networkfleet, the hardware warranty is set forth in Schedule 2.
3. **AssetWorks Software.** AssetWorks will provide CUSTOMER the Telematics Module and Networkfleet Connector Module ("AssetWorks Software") for its proprietary software, Fleet Focus.
 - a. AssetWorks grants CUSTOMER a limited license to use the AssetWorks Software as long as the subscription fees for the Networkfleetservice are paid by CUSTOMER. For clarity, the CUSTOMER's license for the AssetWorks Software will terminate upon termination of the Networkfleet Software subscription.
 - b. Except as expressly provided in this provision, CUSTOMER's license will be subject to Software License Agreement under AssetWorks' s GSA contract number GS-35-4137G between CUSTOMER and AssetWorks.
4. **Networkfleet Software.** AssetWorks will provide CUSTOMER with a subscription to Networkfleet software ("Networkfleet Software") as set forth in Schedule 3.
 - a. Networkfleet Software is subject to the terms and conditions set forth in Schedule 2.
 - b. Fees will be invoiced monthly in advance. Invoice are due thirty (30) days after the date of invoice.
5. **Term.** The Term of the Agreement shall commence as of the Effective Date and shall continue for one year ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then current term.
6. **Termination and Early Termination Fee.**
 - a. During the first year and thereafter, either party may terminate this Agreement for default by the other party upon thirty (30) days written notice of the default and intent to terminate, provided however, that the default is not cured within the thirty (30) day period.
 - b. After the first year, either party may terminate this Agreement by providing at least ninety (90) days prior written notice to the other. Upon termination, all rights and

obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

- c. If CUSTOMER terminates this Agreement other than under subsection 6a during the first year, CUSTOMER will pay the balance of fees due for the Networkfleet Software for that twelve month period as an early termination fee.

7. **PROPRIETARY RIGHTS.** AssetWorks and any of its third party licensors will retain exclusive ownership in all deliverables created by AssetWorks hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by AssetWorks under this Agreement. AssetWorks and any of its third party licensors will also retain all intellectual property rights with respect to the tools and/or software that AssetWorks uses to deliver the services. Subject to payment in full for the applicable Services, AssetWorks grants CUSTOMER a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

8. **Limitation of liability**

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the quote that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- b. Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

Accepted by CUSTOMER:

Accepted by AssetWorks LLC:

Signature

Signature

Name

Name

Title

Title

Date

Date

Schedule 1

Hardware and Hardware Pricing

NetworkFleet Device	Quantity	Each	Total	
Model 5500 Light or Heavy Duty	502	\$ 110.23	\$ 55,335.46	<i>Includes harness</i>
Model 5200 Light or Heavy Duty	81	\$ 110.23	\$ 8,928.63	<i>Includes harness</i>
Sensor harnesses	100	\$ 13.00	\$ 1,300.00	
Shipping and Handling	583		\$ 1,166.00	
Subtotal			\$ 66,730.09	

SCHEDULE 2

NETWORKFLEET STANDARD TERMS AND CONDITIONS

This Schedule is incorporated into and constitutes a material part of the Agreement between CUSTOMER and AssetWorks to which this Schedule is attached. When used in the Schedule, capitalized terms not defined elsewhere in this Schedule have the meanings set forth in Section 13 below.

1. NETWORKFLEET DEVICE AND SERVICES. During the Term and subject to the terms of the Agreement, AssetWorks will (i) sell CUSTOMER the Networkfleet Devices ordered by CUSTOMER, (ii) grant to CUSTOMER a nonexclusive, non-transferable license to use the firmware and software included in the Device solely for use as provided in the Agreement, and (iii) grant to CUSTOMER a non-exclusive, nontransferable license to access and use that portion of the Networkfleet Website designated by Networkfleet for use by CUSTOMER.

2. LIMITATIONS. Without limiting the generality of Section 1, CUSTOMER will not, directly or through others: (i) market, license, distribute, transfer or otherwise commercially exploit the Networkfleet Items; (ii) modify the Networkfleet Items or Networkfleet Website; (iii) disassemble, reverse engineer or decompile the Networkfleet Items or Networkfleet Website or prepare derivative works of the Networkfleet Items or Networkfleet Website or attempt to discover any portion of the source code or trade secrets related to the Networkfleet Items or Networkfleet Website; or (iv) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in the Networkfleet Items or Networkfleet Website.

3. DELIVERY AND ACCEPTANCE. AssetWorks will deliver to CUSTOMER the Devices that CUSTOMER order hereunder FCA carrier through a common carrier and the risk of loss for such Devices will pass to CUSTOMER upon delivery to the common carrier. CUSTOMER shall have ten (10) days after delivery to inspect the Devices for any damage during shipping. Any Device not rejected within that period will be deemed accepted by CUSTOMER.

4. INSTALLATION. If included in Schedule 3, Networkfleet, as AssetWorks's subcontractor, will install the purchased Device in the applicable Vehicle in one of the Device installation locations designated by Networkfleet. Upon acceptance of CUSTOMER's order for Device installation services, Networkfleet will use commercially reasonable efforts to coordinate with CUSTOMER to schedule and complete the installation of the Devices during normal working hours within thirty (30) days of the purchase date of the applicable Device. Additional fees may apply for any installation that involves more work than is standard. CUSTOMER acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet nor Buyer has no obligation to restore CUSTOMER's Vehicle after the removal of the Device.

5. LIMITED WARRANTY. AssetWorks will pass through to CUSTOMER Networkfleet's limited warranty. As detailed in that warranty, (a) Networkfleet warrants to CUSTOMER that Devices (other than an Asset Tracker device) which were purchased new from Networkfleet or from AssetWorks by CUSTOMER on or after April 1, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of CUSTOMER's ownership of such Device, provided however, Networkfleet will have no obligation with respect to such warranty at any time CUSTOMER has a past due balance for unpaid Fees. Networkfleet warrants to CUSTOMER that Devices which were purchased new from Networkfleet or AssetWorks by CUSTOMER between May 1, 2010 and March 31, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such Device.

(b) Networkfleet warrants to CUSTOMER that Asset Tracker devices (excluding the battery) which have been purchased new from Networkfleet or AssetWorks by CUSTOMER will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device.

(c) Networkfleet warrants to CUSTOMER that all accessories which are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.

(d) Networkfleet warrants to CUSTOMER that installation services provided by Networkfleet or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services. To the extent CUSTOMER purchases an extended installation warranty, Networkfleet warrants to CUSTOMER that any extended warranty installation services shall be free from defects in workmanship for the entire period of CUSTOMER's uninterrupted use of the Device pursuant to this Agreement subject to such installation service, provided however, Networkfleet will have no obligation with respect to such extended installation warranty at any time CUSTOMER has a past due balance for unpaid Fees.

(e) Warranty claims must be made by notifying AssetWorks in writing promptly after Customer learns of the facts supporting a warranty claim. Subject to the Exclusions below and the provisions of Networkfleet's then-current applicable warranty policy, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device.

(f) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.

EXCLUSIONS. The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Networkfleet or its authorized subcontractors, failure to properly install the Devices as described in the Networkfleet installation guides; (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Networkfleet Website or failure to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN THIS SECTION, NEITHER ASSETWORKS OR NETWORKFLEET MAKE ANY WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ASSETWORKS AND NETWORKFLEET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NEITHER ASSETWORKS NOR NETWORKFLEET WARRANTS THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

6. PROPRIETARY RIGHTS. CUSTOMER may not acquire any right or interest in the Marks by virtue of the Agreement. CUSTOMER acknowledge and agree that the Networkfleet Items and the Networkfleet Website include Proprietary Rights and Marks of Networkfleet and its licensors, and that Networkfleet and its licensors retain title to and ownership of those Proprietary Rights and Marks. Without limiting the generality of the foregoing, CUSTOMER acknowledges that the Networkfleet Items and Networkfleet Website may include materials that are proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by Tele Atlas or its suppliers, that CUSTOMER's use of such material is subject to the terms of the Agreement and the applicable Tele Atlas license agreement and that any unauthorized copying or disclosure of such material may lead to criminal and civil liabilities. Title to and ownership of the Proprietary Rights or Marks in any and all improvements, modifications, fixes or enhancements made by or for us to the Networkfleet Items or the

NetworkfleetWebsite, regardless of whether such items or services are created or suggested by CUSTOMER, remains with Networkfleet and its licensors. CUSTOMER have no property right in any telephone number assigned to CUSTOMER by or through Networkfleet, and understand that any such number can be changed by Networkfleet or its provider from time to time. CUSTOMER will not copy, modify, reverse-engineer, disassemble, or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to CUSTOMER by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Services to any third party for such a purpose.

7. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. NETWORKFLEET'S CUMULATIVE LIABILITY UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO NETWORKFLEET UNDER THE AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING UNDER SECTION 7 (PROPRIETARY RIGHTS), SECTION 10 (INDEMNIFICATION), AND SECTION 11 (CONFIDENTIALITY).

(b) NETWORKFLEET IS NOT RESPONSIBLE FOR DELAYS IN DELIVERY, INSTALLATION OR PROVIDING THE SERVICES, NO MATTER WHO CAUSED THE DELAY. CUSTOMER ACKNOWLEDGES THAT THE DEVICE IS A WIRELESS DEVICE AND THAT THE DEVICES AND THE NETWORKFLEET SERVICE ARE DEPENDENT ON THE COVERAGE AREAS AND SERVICE OF WIRELESS NETWORKS OWNED AND OPERATED BY THIRD PARTIES. OPERATION AND THE FUNCTIONALITY OF THE DEVICES AND THE NETWORKFLEET SERVICE DEPEND ON SUCH COVERAGE AND WIRELESS SYSTEM AVAILABILITY AND CAPACITY AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, ACTS OF GOD, AND OTHER CONDITIONS BEYOND NETWORKFLEET'S REASONABLE CONTROL. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND SHALL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICE. WHILE NETWORKFLEET ENDEAVORS TO PROVIDE ACCURATE, UP-TO-DATE DATA, DATA NETWORKFLEET COLLECTS FROM THE DEVICES INSTALLED IN VEHICLES MAY, AT TIMES, CONTAIN ERRORS, DEFECTS, DEFICIENCIES OR TECHNICAL INACCURACIES, AND MAY BE CHANGED OR UPDATED BY NETWORKFLEET WITHOUT NOTICE.

8. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 5 ABOVE, THE DEVICES AND THE SERVICES ARE PROVIDED BY SELLER AND NETWORKFLEET ON AN "AS-IS" BASIS TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW. NETWORKFLEET AND SELLER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AS TO THE DEVICES AND THE SERVICES, DATA (INCLUDING ITS ACCURACY AND AVAILABILITY) COLLECTED AS PART OF THE SERVICES. NETWORKFLEET DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER, OR THE NETWORKFLEET WEBSITE WILL ALWAYS BE TIMELY OR COMPLETE. SELLER AND NETWORKFLEET DO NOT REPRESENT OR WARRANT THAT THE NETWORKFLEET WEBSITE OR ANY SOFTWARE PROVIDED TO CUSTOMER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, CUSTOMER SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES ARISING FROM THE NETWORKFLEET WEBSITE OR ANY SUCH SOFTWARE.

9. INDEMNIFICATION. (a) CUSTOMER will defend, indemnify and hold harmless Networkfleet and its wireless service carriers, licensors and third party suppliers, and the officers, employees, and agents

of each against any and all third party claims and all associated damages, suits, proceedings, liens, penalties, liabilities award or expense (including reasonable attorney's fees) resulting from (i) CUSTOMER'S breach of the Agreement; (ii) a claim that CUSTOMER or CUSTOMER's personnel violated applicable state or federal laws or regulations in CUSTOMER's possession or use of the Devices, the Networkfleet Service or the Networkfleet Website; or (iii) a claim for any property damage, personal injury or death arising in any way, directly or indirectly, CUSTOMER's use, failure to use, or inability to use the Devices, the Networkfleet Service or the Networkfleet Website except to the extent such claims was caused by Networkfleet's gross negligence or willful misconduct. CUSTOMER will allow Networkfleet to participate with its own counsel in the defense of the claim at Networkfleet's own expense; however nothing herein shall limit the right of CUSTOMER to control the defense. If CUSTOMER fail to defend in a reasonably timely manner with competent counsel reasonably satisfactory to Networkfleet, then Networkfleet shall have the right to defend or settle such claim.

(b) Networkfleet shall defend, indemnify and hold harmless CUSTOMER against any third party claims, and all associated damages, suits, proceedings, liens, penalties, liabilities, awards or expenses, to the extent that such claims allege that Networkfleet Items infringe such third party's intellectual property rights; provided, however, that Networkfleet's obligations hereunder shall not apply if and to the extent that the infringement or alleged infringement is caused by or otherwise results from (i) the use of the Networkfleet Items other than as specifically authorized by Networkfleet, (ii) the combination or use of the Networkfleet Items with non-Networkfleet products or services, including, but not limited to, CUSTOMER's products and services, or (iii) any acts or omissions of CUSTOMER or any other third party; and provided further, that CUSTOMER give Networkfleet written notice of the third party claim within five (5) business days after receiving notice of the claim and permits Networkfleet to control, and cooperates with Networkfleet in, the defense of such claim and any related settlement negotiations. Networkfleet shall permit CUSTOMER to participate with its counsel in the defense of the claim at its own expense; however, nothing herein shall limit Networkfleet's right to control the defense.

10. CONFIDENTIALITY. Each party reserves any and all right, title and interest (including, without limitation, any Proprietary Rights) that it may have in or to any Confidential Information that it may disclose to the other party under the Agreement. The Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided that the Recipient knows or has reason to know that the same is Confidential Information of the Discloser. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under the Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., pursuant to applicable securities laws, the Texas Public Information Act or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof (e.g., so as to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the Discloser. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of the Agreement for a period of three (3) years from the termination of the Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.

11. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Networkfleet Items and the Networkfleet Website from time to time. Such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. In an effort to ensure a responsive and efficient platform and service for its customer base, Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Service and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Service unavailability.

12. DATA. CUSTOMER represents and warrants that CUSTOMER represent and warrant that CUSTOMER, has all rights and authority with respect to the data CUSTOMER acquires and transmits through the Networkfleet Items and Networkfleet Website ("*Business Data*") necessary to grant the rights and approvals set forth in the Agreement and that CUSTOMER approves and grants to AssetWorks to approve and grant to us, the nonexclusive, nonterminable license and right to collect, access, and use Business Data from CUSTOMER's Devices, and to access, copy, and use the Business Data in the course of performing the Services and to analyze, measure, and optimize the performance of Devices and Services and new offerings for CUSTOMER and others and for other purposes of Networkfleet, including the development of data products for sale, licensing and distribution to third parties. Except as may be required under applicable law, Networkfleet will not disclose or distribute Business Data that is CUSTOMER's Confidential Information to a third party in a form that permits identification of CUSTOMER. Please refer to Networkfleet's Privacy Policy for additional information on how it collects, uses and discloses personal information from CUSTOMER.

13. DEFINITIONS. When used in the Agreement and not defined elsewhere herein, the following terms shall have their respective meanings as set forth below:

"*Acceptable Use Policy*" means the terms and conditions governing use of the Networkfleet Service and access to the Networkfleet Website, as such may be amended from time to time by Networkfleet upon thirty (30) days' advance written notice to Reseller. The Acceptable Use Policy in effect as of the date of the Agreement is set forth in www.networkfleet.com.

"*Device*" means the Networkfleet wireless device designed for use with the Networkfleet Service and identified in Attachment B.

"*Discloser*" means a party that discloses any of its Confidential Information to the other party.

"*Fees*" mean the Device purchase prices, Device shipping fees, Device installation fees, the Networkfleet Service fees and the other fees payable by Buyer.

"*Marks*" means the names, trademarks, trade names, drawings, logos and symbols which Networkfleet uses to promote and identify the Devices and which Networkfleet authorizes Reseller to use under the Agreement.

"*Networkfleet Items*" means the Networkfleet Service and Devices.

"*Networkfleet Service*" means the services offered by Networkfleet to: (a) collect diagnostic and/or location information from a Vehicle using a Device which is installed in that Vehicle; (b) analyze, deliver and post the information to the Networkfleet Website; (c) notify the vehicle owner and a designated third party by e-mail of certain events or information; and (d) access and use of the Networkfleet Website, the DataConnect Service and/or any other service offered by Networkfleet.

"*Networkfleet Website*" means web pages within the Networkfleet website currently located at www.networkfleet.com designated by Networkfleet for use by CUSTOMER.

"*Privacy Policy*" means the privacy policy governing Networkfleet's and its personnel's use of the personally identifiable data obtained from its customers and the Networkfleet Website, as such may be amended from time to time by Networkfleet. The Privacy Policy in effect as of the date of the Agreement is set forth in www.networkfleet.com.

"*Proprietary Rights*" means any patent, copyright, trademark, service mark, trade dress, trade name, corporate name, proprietary logo, trade secret or other intellectual property right.

"*Services*" means the Networkfleet Service, Device installation services, the Support Services and the other services provided by Networkfleet to CUSTOMER as a subcontractor of AssetWorks.

"*Support Services*" means the technical support and other services provided by Networkfleet.

"*Vehicle*" means an on-road vehicle, off-road vehicle and/or stationary equipment owned or under the control of CUSTOMER.

14. Technical Assistance. Networkfleet will provide CUSTOMER with reasonable amounts of consultation and technical assistance via telephone or email during normal working hours and assist in diagnosing the problem with the Devices or Networkfleet Service. Networkfleet will use commercially reasonable efforts to correct errors or malfunctions in those Devices or the Networkfleet Service to enable those Devices and those Networkfleet Service to perform the functions described in the applicable Networkfleet operating manuals as soon as practicable after notification of such error or mal function. If a Device CUSTOMER acquired from Networkfleet is diagnosed as non-functioning, Networkfleet will repair or replace non-functioning components. If, in Networkfleet's sole determination, a Device is

deemed unrepairable, then Networkfleet will send a replacement unit to CUSTOMER in accordance with Networkfleet's then-effective policy and procedures. All nonfunctioning Devices replaced by Networkfleet will become the property of Networkfleet.

15. A minimum twelve (12) month service term is required for each Device unit. The monthly service fee is set forth in the pricing.

Schedule 3

Pricing for NetworkfleetService

Monthly Service Fee

Device	Units	Monthly Fee	Total Service Fee
Model 5500 (Networkfleet Monitoring)	502	\$18.95	\$9,512.90
Model 5200 (Networkfleet Monitoring)	81	\$17.95	\$1,453.95
			\$131,602.20
One Year Total			\$ 198,332.29

Pricing for Networkfleet Installation Services

Customer to self-install Networkfleet devices

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Bluthardt, Fort Concho Manager, Fort Concho, 325-487-2730

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Consider authorizing city staff to issue a RFQ for architectural services and design work for the Fort Concho Visitor Center Improvements at Barracks One (1) and Two (2) - (Presentation by Fort Concho Manager Robert Bluthardt)

Summary/History:

A RFQ was issued for a feasibility study for the Barracks 1 & 2 project in 213. Staff reviewed all submissions and selected a firm, and Council authorized contract negotiations at its June 17, 2014 meeting. After much review, staff decided that the study was not a cost effective way to complete the project, so staff recommended and Council approved the rejection of all bids at its September 15, 2015 meeting. Staff requests authorization to issue a new RFQ for architectural services to create architectural plans, cost estimates, and construction documents.

Financial Impact:

Funding for this project remains in the amount of \$990,000 approved by the voters at the 11-2-10 election.

Other Information/Recommendation:

Staff recommends authorization of the RFQ process to seek and engage a qualified architectural firm to create plans and documents for eventual action in 2016.

Attachments:

Presentation:

verbal

Approvals/Reviews:

Bluthardt, Bob	Created/Initiated
White, Carl	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Bluthardt, Fort Concho Manager, Fort Concho, 325-487-2730

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Consider authorizing staff to issue an RFQ for architectural services and design work for the reconstruction of Fort Concho Barracks and Mess Halls Three (3) and Four (4) - (Presentation by Fort Concho Manager Robert Bluthardt)

Summary/History:

Fort Concho through its Foundation has received a \$2 million grant from the San Angelo Area Foundation for the reconstruction of the fort's Barracks and Mess Halls 3 & 4. Missing for more than a century, these buildings would fill a large gap in the site's Barracks Row and provide space for a special research collection now housed in several fort locations.

Financial Impact:

The planning process and the architectural costs will be covered by the grant

Other Information/Recommendation:

Staff recommends authorization of the RFQ to engage a qualified architectural firm to create architectural and design plans, cost estimates, and construction documents for further action in 2016.

Attachments:

Presentation:

verbal

Approvals/Reviews:

Bluthardt, Bob	Created/Initiated
White, Carl	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lisa Marley, Dir of HR/RM, Human Resources/Risk Management, (325) 657-4221

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Consideration of selecting Vision provider related to RFP HR-01-15 - (Presentation by Human Resources Director Lisa Marley)

Summary/History:

The RFP was issued on July 23, 2015, with a closing date of August 20, 2015. Holmes-Murphy Consultants evaluated the proposals and provided plan summaries and recommendations to the Human Resources Department. Six (6) providers (including the current provider, Superior Vision) submitted proposals. The current provider proposed a 4% increase to premiums. Four (4) others proposed premium increases ranging from 8% to 43%. One (1) proposal represented a decrease of 3.9% (Davis Vision), however it also creates a significant disruption in service availability.

The Insurance Review Committee was convened on October 29, 2015, and reviewed the proposals. The utilization of the vision insurance for 2015, shows that 9 providers currently in network, would no longer be in network if Davis Vision is selected. These 9 network providers constituted 566 claims (out of a total number of 686 vision claims during 2015), which highlights the disruption that would be created if Davis Vision was awarded the RFP. The Committee recommends staying with the current provider.

The City pays no portion of the vision premiums.

Based upon the City Council request made earlier this year, vision benefits will be offered to retirees starting in January 2016.

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Lisa E. Marley, Director of Human Resources/Risk Management

Approvals/Reviews:

Marley, Lisa
Marley, Lisa

Created/Initiated
Approved

Kendrick, Bryan

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: November 3, 2015

Item type: Consent Item

Caption:

Discussion and consideration of appointing Council Member representation on following Boards and Committees:

- 1) Audit Committee;
- 2) Concho River Water Master Advisory Committee;
- 3) CVCOG Executive Committee;
- 4) CVCOG General Assembly;
- 5) CVCOG Transit Board; and
- 6) Investment Oversight Committee - (Presentation by City Clerk Bryan Kendrick)

Summary/History:

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

1. Audit Committee

Charlotte Farmer

2. Concho River Water Master Advisory Committee;

Dwain Morrison

Marty Self

Currently Vacant (Don Vardeman)

3. Concho Valley Council of Governments - Executive Committee:

Currently Vacant (Alvin New)

4. Concho Valley Council of Governments - General Assembly:

Johnny Silvas

Charlotte Farmer

5. Transit District Board:

Dwain Morrison

Charlotte Farmer

Johnny Silvas

6. Investment Oversight Committee

Charlotte Farmer
Rodney Fleming

Financial Impact:

N/A

Other Information/Recommendation:

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

Attachments:

- | | | |
|----|-------------|---|
| 1. | Letter | CC Council Representation CVCOG Letter.pdf |
| 2. | By-Laws | CC Council Representation CVCOG Bylaws.pdf |
| 3. | List | CC Council Representation CVCOG List of Representatives.pdf |
| 4. | Designation | CC Council Representation CVCOG Designation.pdf |
| 5. | Program | CC Concho River Watermaster Program.pdf |
| 6. | List | CC Concho River Watermaster List of Members.pdf |

Presentation:

Approvals/Reviews:

Kendrick, Bryan
Kendrick, Bryan

Created/Initiated
Final Approval



CONCHO VALLEY COUNCIL OF GOVERNMENTS

2801 W. Loop 306, Ste. A
P. O. Box 60050
San Angelo, Texas 76904

325/944-9666
Fax 325/944-9925

VIA EMAIL & USPS

September 11, 2015

Bryan Kendrick
City of San Angelo
P.O. Box 1751
San Angelo, TX 76902

Dear Mr. Kendrick,

The Bylaws of the Concho Valley Council of Governments provide that the City of San Angelo (COSA) is eligible to name three (3) representatives to the General Assembly and one (1) Executive Committee member of the Council of Governments as follows:

General Assembly - Each member city which is incorporated and has a population exceeding 50,000 shall have three (3) representatives.

Executive Committee - A member city with a population of 50,000 or more (determined by the preceding U.S. Census) shall have one (1) representative on the Executive Committee chosen from that unit's governing body.

These three representatives must be members of the City Council, elected by the City Council to these positions.

Attached you will find a list of your current representatives and also a designation form in order to update your representation. I am enclosing a copy of the CVCOG Bylaws, a designation form, and a return address envelope which you can use to notify us of the Council's action regarding these designations.

Please feel free to contact me at 325-944-9666 if you have any questions.

Sincerely,

Tracy Ogle
Director of Administration

cc: member file
Mayor Dwain Morrison

Enclosures



BYLAWS

Of the

CONCHO VALLEY

COUNCIL OF GOVERNMENTS

San Angelo, Texas

As Amended:

August 9, 1978

December 10, 1980

October 10, 1981

September 11, 1982

March 6, 1996

October 14, 2009

July 10, 2013

BYLAWS OF THE CONCHO VALLEY COUNCIL OF GOVERNMENTS

PREAMBLE

We, the elected officials of local governments in the Concho Valley Region hereby join together in a voluntary association to be known as the Concho Valley Council of Governments for the purpose of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, and to develop policy and action recommendations for ratification and implementation by member local governments.

We realize that our individual and common destinies rest with the interdependent actions of the local governments which comprise our region.

This voluntary association which we have formed is a vehicle for closer cooperation and is not a new layer of government nor a super-government. As a voluntary organization of local governments, the members seek, by mutual agreement, solutions to mutual problems for mutual benefit.

Our goal is to retain and strengthen local home rule while combining our total resources for regional challenges beyond our individual capabilities.

We believe that the expansion of the concept of voluntary cooperation among local governments is an effective means for achieving this goal. We believe that cooperation must be fostered in two ways: By strengthening the abilities of local governments to meet individual local needs; and by developing a voluntary association (council) of local governments to meet the broader common needs.

ARTICLE I ORGANIZATION

There is hereby organized under Chapter 391, Local Government Code, (Formerly, Article 1011M, Vernon's Annotated Civil Statutes), a regional planning commission which shall be known as the Concho Valley Council of Governments, which shall be a voluntary association of governments.

ARTICLE II

PURPOSE

The Concho Valley Council of Governments shall be a voluntary organization of local governments to foster a cooperative effort in resolving problems, policies, and plans that are common and regional. The purpose of this organization is:

- A. To join and cooperate to improve the health, safety, and general welfare of their residents;
- B. To plan for the future development of communities, areas, and regions;
- C. To improve the planning of transportation systems;
- D. To help provide adequate street, utility, health, educational, recreational, and other essential facilities as the communities, areas, and regions grow;
- E. To recognize the needs of agriculture, business, and industry;
- F. To help provide healthful surroundings for family life in residential areas;
- G. To help preserve historical and cultural values;
- H. To help ensure the efficient and economical use of public funds is commensurate with the growth of the communities, areas, and regions.
- I. To make studies and plans to guide the unified, far-reaching development of a region, eliminate duplication, and promote economy and efficiency in the coordinated development of a region.

ARTICLE III MEMBERSHIP

A. Requirements

1. The geographic area within which eligible members shall be located include Coke, Concho, Crockett, Edwards, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton and Tom Green Counties.
2. Members must be geographically situated within a county listed in Article III, A.1.
3. All incorporated communities within a county shall become members simultaneously with the county. The Executive Committee may deviate from this requirement when requested if in its opinion such a deviation would give priority to the condition that the incoming members who are units of general local government together represent 75% of the aggregate population of the county.
4. The membership by a county will continue the contiguous nature of the existing membership and will not create a geographic void in the existing membership area.
5. Compliance by the member with the requirement in the Bylaws concerning financial contributions of its members.
6. Voting membership shall be open to:
 - a. Member counties
 - b. Member cities/towns
 - c. Member school districts
 - d. Member soil and water conservation districts
 - e. Member River Authorities
 - f. Member Water Districts
 - g. Other special districts by permission of the Executive Committee
7. Upon approval of the Executive Committee, pending final approval of the General Assembly, eligible governmental units, public utility companies, public and private companies within the area of the CVCOG may become associate members of the CVCOG by passage of an ordinance, minute order, resolution or other appropriate and legal action of the governing body of such units adopting Articles of Association and appropriating the funds required to pay their share of the dues of the CVCOG. In no event shall an associate member in the CVCOG be entitled to voting representation in the General Assembly or on the Executive Committee.

B. Representation

Each member government shall be officially represented at the General Assembly as follows:

1. Each member county shall have one (1) representative who shall be an elected official, a member of the Commissioner's Court, and elected by the Commissioner's Court.
2. Each member county with a population exceeding 50,000 shall have two (2) additional representatives elected as prescribed in Article III, B.1.
3. Each member city which is incorporated shall have one (1) representative who shall be an elected official, a member of the member city's legislative body, and elected by that legislative body.
4. Each member city which is incorporated and has a population exceeding 25,000 shall have two (2) representatives who are qualified and elected as prescribed in Article III, A.
5. Each member city which is incorporated and has a population exceeding 50,000 shall have three (3) representatives who are qualified and elected as prescribed in Article III, A.
6. Each member independent school district with an enrollment of 10,000 or more shall have two (2) representatives who shall be elected members of the school board.
7. Each member independent school district with an enrollment of less than 10,000 shall have one (1) representative who shall be an elected member of the school board.
8. Member Soil and Water Conservation Districts, Member River Authorities and Water Districts, and other member special districts shall each have one (1) representative who is a member of its governing body and appointed by that body.
9. The population of any member governmental unit shall be determined by the preceding United States Census. After each United States Census membership shall be adjusted accordingly.
10. As used in these Bylaws, the term "elected official" means a Mayor and other members of the governing body of a city, town or village, a county judge, a county commissioner, a member of the Board of Trustees of a School District, a member of the Board of Supervisors of a Soil and Water Conservation District, or a member of the governing body of a special district other than a Soil and Water Conservation District.

11. As used in these Bylaws, the terms "cities", "towns", and "villages" shall mean those communities incorporated as such pursuant to the terms and requirements of the laws of the State of Texas.
12. Representatives shall serve during the term of office to which they have been elected as members of governing bodies of CVCOG member governmental units unless replaced sooner by the appointing authority.
13. In addition to the above named members, two members of the Texas Legislature whose districts include all or part of the Concho Valley Region shall be designated by the Executive Committee to serve as members of the General Assembly. Such members shall serve until a successor shall be appointed by the Executive Committee.

C. Admission and Withdrawal

1. Membership in the CVCOG shall be contingent upon execution of a resolution, ordinance, minute order or other appropriate legal action by the governing body of the member.
2. Withdrawal from membership may be accomplished upon execution of a resolution, ordinance, minute order or other appropriate legal action by the governing body of the member.

D. Dues

The CVCOG shall send each member before June 1st of each year a statement of dues for the coming year. Each member governmental unit shall pay to CVCOG an amount equal to one year's dues on or before October 1st of each year. Members whose annual dues have not been paid as of October 31st of the dues' year shall be given written notice by certified mail, return receipt requested, as soon thereafter as practicable of this delinquency, which notice shall include a statement advising such member that it is delinquent and further advising that if such dues are not paid within thirty (30) days from the date of such notice, its membership and all privileges afforded thereby, including the right to vote, shall be terminated automatically as provided herein. Thereafter, upon the expiration of thirty (30) days from the date of such notice, any delinquent member shall be notified by certified mail, return receipt requested, that its membership and all privileges afforded thereby have been terminated. A terminated member shall automatically be reinstated upon payment of all delinquent dues and the current dues, if any, then owing. The amount of annual dues shall be as follows:

1. Member counties and cities shall pay annual dues in the amount of \$.05 per capita.
2. Each independent school district with an enrollment of over 10,000 shall pay annual dues of \$1,000.00.
3. All other independent school districts shall pay annual dues of \$100.00.

4. All other voting members shall pay annual dues of \$25.00.
5. Associate members shall pay annual dues of \$200.00.
6. Annual dues by any member shall in no event be less than \$25.00.

ARTICLE IV POLICY BODIES

The CVCOG shall have two policy bodies – a General Assembly and Executive Committee.

A. General Assembly

1. **Quorum.** A quorum of the General Assembly shall consist of a majority of the total representatives of the member general purpose governments. Proxies shall be in writing; stating the name of the proxy, date of the meeting and signed by the person giving the proxy with this stipulation: proxies may only be held by those representing the membership of the person giving the proxy, i.e. a member who represents an entity must give his or her proxy to someone representing the same entity. The presiding officer at the meeting shall be the sole judge of the validity of the proxy and shall identify all proxy votes at the beginning of each meeting. Associate members shall not be included for quorum purposes.

2. **Voting.** Each representative of a member government and member of the Texas Legislature designated by the Executive Committee shall have one (1) vote in the General Assembly. Proxies may vote at any meeting of the General Assembly for which they were duly appointed and accepted.

3. **Meetings.** The General Assembly is required to meet at least one time each fiscal year of the CVCOG. The exact date of the meeting shall be determined by the Executive Committee. Election of officers shall be held at this meeting. The General Assembly shall also meet upon call of its president or the Executive Committee, or by petition of at least 10% of the membership of the General Assembly.

4. **Responsibilities.** The responsibilities of the General Assembly are:

- a. To adopt and amend Bylaws;
- b. To review actions of the Executive Committee;
- c. To annually elect from representatives of general purpose member governments a President, Vice-President, Secretary, and other officers as required.; and
- d. To resolve questions arising under Article III.

5. **Policy Recommendations.** The General Assembly may recommend policy to the Executive Committee which shall be the governing body of the CVCOG.

B. Executive Committee

1. **Membership**

a. Except when filling a vacancy, new Executive Committee members, after being duly selected, shall assume their position on the Executive Committee beginning January 1st following their appointment.

b. Each county, within the Concho Valley region, shall have one representative who shall be the County Judge or a County Commissioner, appointed by the Commissioner's Court.

c. A member city with a population of 50,000 or more (determined by the preceding U.S. Census) shall have one (1) representative on the Executive Committee chosen from that unit's governing body.

d. A member independent school district with an enrollment exceeding 10,000 shall have one (1) representative on the Executive Committee chosen from that independent school district's representatives to the General Assembly.

e. Two members of the Texas Legislature chosen by the other members of the Executive Committee from among the legislators whose districts include all or a portion of the Concho Valley Region shall be voting members of the Committee. Such members shall serve until a successor shall be appointed.

2. **Officers.**

a. **The** officers of the Executive Committee shall be Chair, Vice-Chair and Secretary. The officers shall be elected annually by the Executive Committee.

b. Should a vacancy occur in the office of the Chair, the Vice-Chair shall become Chair for the balance of the unexpired term. Should a vacancy occur in the office of Vice-Chair, the Secretary shall become Vice-Chair for the balance of the unexpired term. Should a vacancy occur in the office of the Secretary, the Executive Committee shall by simple majority of the members present, elect a new Secretary to serve the balance of the unexpired term.

3. **Quorum.** A quorum of the Executive Committee shall consist of a majority of the total members of the Executive Committee in good standing. Proxies shall be in writing; stating the name of the proxy, date of the meeting and signed by the person giving the proxy with this stipulation: proxies may only be held by fellow Executive Committee members in good standing. The presiding officer at the meeting shall be the sole judge of the validity of the proxy and shall identify all proxy votes at the beginning of each meeting. Proxies do not count for purposes of a quorum.

4. **Vacancies.** Should any member of the Executive Committee miss three consecutive regular meetings of such Committee without reason satisfactory to the Executive Committee, then the Executive Committee may declare the post vacated. When a vacancy occurs on the Executive Committee by reason or removal, resignation, death, withdrawal from public office, or any other

reason, the remaining members of the Executive Committee shall appoint an eligible replacement until the appropriate appointing authority designates a new member.

5. **Voting.** Voting on routine matters in the Executive Committee requires a simple majority of those members present and voting. Proxies may vote at any meeting of the Executive Committee for which they were duly appointed and accepted.

6. **Meetings.** The Executive Committee shall meet at least monthly or on call of its Chairman, or at the direction of the General Assembly, or upon call of at least 10% of the voting membership of the Executive Committee.

7. **Responsibilities.** The responsibilities of the Executive Committee are:

- a. To adopt CVCOG budget and membership fee schedules;
- b. To initiate, advise and aid in the establishment of cooperative arrangements, among local governments in the region;
- c. To propose, initiate, or approve any study, policy discussion, plan, or other CVCOG policy matters;
- d. To resolve questions arising under Article IV.B.1.
- e. To make recommendations to any local governments or other appropriate agencies or entities;
- f. To propose amendments to intergovernmental agreements for ratification of members;
- g. To designate an Applications Review Committee pursuant to Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966, and relevant Executive Orders, in accordance with the guidelines established by the Office of Management and Budget.
- h. To nominate a slate of officers to the General Assembly for approval and election;
- i. To appoint, fix salary of, and remove Executive Director;
- j. To be responsible for prescribing adequate controls for the investment, receipts, disbursement, and accounting for all CVCOG funds.
- k. To review CVCOG's investment policy annually.
- l. To provide for an independent audit annually, with the auditor selected pursuant to a Request for Proposals (RFP) to be released at least every five (5) years. The maximum number of consecutive years that an auditor may provide services shall be five (5).
- m. To provide an opportunity for the state and federal governments and other agencies having interest to participate in CVCOG activities;
- n. To seek and accept contributions and grants-in-aid;

- o. To provide for the duties, responsibilities and powers of officers and staff members;
- p. To execute, approve execution, ratify, confirm, or authorize the execution of any contract or any amendment of any contract in its own right or by and through the Executive Director until such time as the Executive Committee shall by resolution terminate such power;
- q. To provide that the certification of the Executive Director to the termination or non-termination of any power to contract, granted in these Bylaws, shall be conclusive of the same.

ARTICLE V STAFF

The CVCOG shall have staff as provided for by the policy bodies. The Executive Committee shall have authority to appoint and remove the Executive Director and may authorize such other staff positions deemed necessary to carry out the functions of the CVCOG. The Executive Director shall be responsible for coordinating all staff and consultant services provided for to the CVCOG, preparing and administering the Annual work program and budget, employing, retaining, and removing all other personnel as may be necessary, performing all other duties delegated to him by the Executive Committee, including but not limited to the power to execute contracts as hereinafter specified. When time is of the essence, as determined by the Executive Director, said Executive Director shall have the power to execute any and all proper contracts, agreements or amendments of the same, and said contract, agreement, or amendment of the same shall be valid, binding and in full force and effect until such time as the Executive Committee shall by resolution reject it. When time is not of the essence, as determined by the Executive Director, each contract, agreement and/or amendment of the same shall be specifically approved by the Executive Committee by Resolution attached to the same, before the same shall be binding and in full force and effect. The certificate of the Executive Director that time is of the essence and that his contractual powers have not been terminated shall be conclusive of the same. The Executive Committee may require a fidelity bond, or other appropriate insurance of fidelity coverage in such amounts as seem prudent, on designated members of the Executive Committee and staff. The premiums for such bonds or insurance shall be paid by the CVCOG.

ARTICLE VI FINANCE

A. Budget

The annual budget may be prepared in a manner that involves the splitting of the budget into a core budget and a special projects budget. The core budget will be the basic program budget, the benefits

of which are received by all members. The special projects budget will include items of special interest and benefit to some of the members, but not necessarily all of them. The special projects budget will be supported by special contributions from those governments which directly benefit from the special project.

B. Authorization to Sign Checks

Checks will be signed by the persons to be designated by the Executive Committee. The Executive Director will certify that the item or the items for which the check is issued are payable and where appropriate will allocate charges to a specific project.

C. Contributed Services

Financial contributions to the CVCOG may take the form of contributed services, the cash equivalent of which can be readily determined.

ARTICLE VII CITIZEN INVOLVEMENT

The solicitation and consideration of citizen viewpoints shall be achieved through the mechanism of citizen advisory committees which shall be designated by and serve at the pleasure of the General Assembly and/or the Executive Committee.

ARTICLE VIII

AMENDMENTS

These Bylaws may be amended (repealed) or added to at regular or special meetings of the General Assembly, provided that ten (10) days in advance of the meeting a written notice shall have been sent to each representative, which notice shall state the amendments or changes which are proposed to be made in such Bylaws. Proposed amendments shall be considered to have passed if two-thirds of the participating representatives vote in the affirmative.

Adopted October 7, 1967

Amended August 9, 1978

December 10, 1980

October 10, 1981

September 11, 1982

March 6, 1996

October 14, 2009

July 10, 2013

**CONCHO VALLEY COUNCIL OF GOVERNMENTS
GENERAL ASSEMBLY REPRESENTATIVES**

COUNTIES

<u>Member Government</u>	<u>Representative(s)</u>	<u>Status</u>
1. Coke County	Judge * Roy Blair	(1)
2. Concho County	Judge * David Dillard	(1)
3. Crockett County	Judge * Fred Deaton	(1)
4. Edwards County	Judge * Souli Shanklin	(1)
5. Irion County	Commissioner * John Nanny	(1)
6. Kimble County	Judge * Delbert Roberts	(1)
7. Mason County	Judge * Jerry Bearden	(1)
8. McCulloch County	Judge * Danny Neal	(1)
9. Menard County	Judge * Richard Cordes	(1)
10. Reagan County	Judge * Larry Isom	(1)
11. Schleicher County	Judge * Charlie Bradley	(1)
12. Sterling County	Judge * Leslie Mackie	(1)
13. Sutton County	Judge * Steve Smith	(1)
14. Tom Green County #1	Judge * Steve Floyd	(1)
15. Tom Green County #2	Commissioner Ralph Hoelscher	(1)
16. Tom Green County #3	Commissioner Bill Ford	(1)

CITIES

17. Big Lake	Mayor Kyle Rockwell	(1)
18. Brady	Councilmember Marilyn Gendusa	(1)
19. Bronte	Mayor Gerald Sandusky	(1)
20. Eden	Council Member Butch Williams	(1)
21. Eldorado	Mayor John Nikolauk	(1)
22. Junction	VACANT - notification sent	
23. Mason	Mayor Brent Hinckley	(1)
24. Melvin	VACANT - notification sent	
25. Menard	Mayor Barbara Hooten	(1)
26. Mertzon	VACANT - notification sent	
27. Paint Rock	Councilmember Maria Martinez	(1)
28. Robert Lee	VACANT - notification sent	
29. San Angelo #1	Councilmember Johnny Silvas	(1)
30. San Angelo #2	Councilmember Charlotte Farmer	(1)
31. San Angelo #3	VACANT - notification sent	
32. Sonora	Mayor Wanda Shurley	(1)
33. Sterling City	VACANT - notification sent	

OTHER MEMBERS

34. San Angelo I.S.D. #1	VACANT	
35. San Angelo I.S.D. #2	VACANT	
36. State Legislator #1	* Drew Darby	(2)
37. State Legislator #2	* Andrew Murr	(2)

(1) Written designation on file

(2) Appointed by Executive Committee

* Also designated as Executive Committee Member

**DESIGNATION OF CONCHO VALLEY COUNCIL OF GOVERNMENTS’
GENERAL ASSEMBLY REPRESENTATIVES
AND EXECUTIVE COMMITTEE
FOR THE CITY OF SAN ANGELO**

The CVCOG Bylaws state that the City of San Angelo is eligible to have (3) three representatives to the CVCOG General Assembly. Of those (3) three, one shall be appointed to the Executive Committee.

The City Council for the City of San Angelo met on _____, and designated the following (3) three who are members of the City Council, to be voting representatives to the General Assembly of the Concho Valley Council of Governments:

Of the those (3) representatives the council designates _____ as the City’s Executive Committee Member of the Concho Valley Council of Governments.

_____ Mayor	Attest:	_____ Name & Title
----------------	---------	-----------------------

Please return to: Concho Valley COG, P.O. Box 60050, San Angelo, TX 76906

Please indicate below the mailing address and phone number where the members wish to receive CVCOG mail and telephone contacts. Please include email if possible.



>> Questions or Comments:
watermaster@tceq.texas.gov

You are here: [Home](#)[1] / [Permits, Registrations, and Reporting](#)[2] / [Surface Water Rights and Availability](#)[3] / [Watermasters](#)[4] / Concho River Watermaster Program

Concho River Watermaster Program

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

[About the Concho River Watermaster Program](#)[5]

[How to Contact the Concho River Watermaster's Office](#)[6]

[Jurisdiction](#)[7]

[Concho River Watermaster Advisory Committee](#)[8]

[9]

About the Concho River Watermaster Program

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

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

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

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

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

[10]

Concho River Watermaster's Office

Concho River Watermaster

622 South Oakes, Suite K

San Angelo, Texas 76903-7035

Voice: 1-866-314-4894

Fax: 325-658-5431

E-mail: conchowm@tceq.texas.gov[11]

[12]

Jurisdiction

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

Related content

[Concho River Watermaster Advisory Committee](#)[13]

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

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

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

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

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

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

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

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

[9] undefined

[10] undefined

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

[12] undefined

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

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Last modified May 15, 2015

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LIST OF MEMBERS
CONCHO RIVER WATERMASTER ADVISORY COMMITTEE

CITY OF SAN ANGELO:

The Honorable Dwain Morrison, Mayor
City of San Angelo
Term Expires: August 31, 2015

The Honorable Marty Self, Councilman
City of San Angelo
Term Expires: August 31, 2015

The Honorable Don Vardeman, Councilman
City of San Angelo
Term Expires: August 31, 2016

Mr. Daniel Valenzuela, Manager
City of San Angelo
Term Expires: August 31, 2016

Mr. Ricky Dickson, Director of Water Utilities
City of San Angelo
Term Expires: August 31, 2016

Mr. Stephen Brown, Consultant
Upper Colorado River Authority
Term Expires: August 31, 2016

CITY OF PAINT ROCK:

The Honorable Debbie Brown, Mayor
City of Paint Rock
Term Expires: August 31, 2016

DOVE CREEK:

Mr. Eddie J. (Jack) Pool
Term Expires: August 31, 2016

SPRING CREEK:

Dr. Marc Wimpee
Term Expires: August 31, 2015

SOUTH CONCHO:

Mr. Stuart Seidel
Term Expires: August 31, 2015

MIDDLE CONCHO:

Mr. Billy D. Gassiot
Term Expires: August 31, 2015

MAINSTREAM CONCHO:

Mr. A. J. Jones

Term Expires: August 31, 2016

**EXECUTIVE DIRECTOR'S CHOICE AT THE CONCHO RIVER WATERMASTER
ADVISORY COMMITTEE**

Steven Hoelscher

Term Expires: August 31, 2015

**EXECUTIVE DIRECTOR'S NOMINEE (NON-VOTING MEMBER OF THE SOUTH
TEXAS WATERMASTER ADVISORY COMMITTEE)**

Mr. A. J. Jones

Term Expires: August 31, 2016

CONCHO RIVER WATERMASTER PROGRAM PERSONNEL:

Steve Ramos, Watermaster
14250 Judson Road
San Antonio, TX 78233
(210) 403-4040
steve.ramos@tceq.texas.gov

Alisha Multer, Watermaster Specialist
622 South Oakes, Suite K
San Angelo, TX 76903
(866) 314-4894 or (325) 481-8069
alisha.multer@tceq.texas.gov

John Woiton, Watermaster Specialist
622 South Oakes, Suite K
San Angelo, TX 76903
(866) 314-4894 or (325) 481-8068
john.woiton@tceq.texas.gov

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Legal,

Meeting Date: November 3, 2015

Item type: Executive Session Item

Caption:

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. Martifer-Hirschfeld Energy Systems, LLC ET. AL. ; and
3. Templeton Construction, Inc.

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Kendrick, Bryan
James, Theresa
Kendrick, Bryan

Created/Initiated
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lisa Marley, Dir of HR/RM, City Manager's Office, (325) 657-4221

Meeting Date: November 3, 2015

Item type: Executive Session Item

Caption:

Section 551.074(a)(1) to deliberate the evaluation and duties of the City Manager, Daniel Valenzuela.

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Marley, Lisa
Dunn, Becky
James, Theresa
Kendrick, Bryan

Created/Initiated
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Accounting,

Meeting Date: November 3, 2015

Item type: Consent Item

Caption:

Consideration of and possible action on matters discussed in Executive/Closed Session, if needed

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Kendrick, Bryan

Kendrick, Bryan

Created/Initiated

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: November 3, 2015

Item type: Regular Item

Caption:

Consideration of approving various Board nomination:

Planning Commission: Sammy Farmer (SMD4) to a 1st term ending January 2017

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------|------------------|
| 1. | BC PC Farmer | BC PC Farmer.pdf |
|----|--------------|------------------|

Presentation:

Approvals/Reviews:

Kendrick, Bryan	Created/Initiated
Kendrick, Bryan	Final Approval



APPLICATION FOR
BOARDS and COMMISSIONS

Name: SAMMY G. FARMER
Address: 4519 BERMUDA #2
City: San Angelo (unless otherwise noted) Zip: 76904
Phone (Home): 325-374-1810 (Office): 325-653-3397
Resident of San Angelo since: 1951 SMD: _____
Are you a registered voter of San Angelo? Yes: ✓ No: _____
Occupation / Business Affiliation: SALES MGR - M.L. LEROY'S
Occupation / Business Address: 222 S. OAKES
Position: SALES - MGR.
Email: SAMMYFARMER@YMAIL.COM

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X Sammy Farmer 6-17-13
Applicant's Signature Date

NOTE: This application is information of public record. * Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

RETURN TO: City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76902-1751

Applying for:

- ☐ Airport Advisory Board
- ☐ Animal Shelter Adv Cmtt
- ☐ Civic Events Adv Board
- ☐ Civil Service Commission
- ☐ Development Corporation
- ☐ Downtown Development Cmm
- ☐ Construction Board of Adj/Appls
- ☐ Fort Concho Museum Board
- ☐ Design & Historic Review Cmm
- ☐ Park Commission
- ☐ Parks & Recreation Adv Board
- ☒ Planning Commission
- ☐ Public Art Commission
- ☐ Public Housing Authority
- ☐ TIRZ Board *additional membership requirements apply-See Code of Ordinance, Article 2.4300
- ☐ Water Advisory Board
- ☐ Zoning Board of Adjustment

Recommended by:

Don Vardiman

Tell us about yourself. Feel free to attach additional sheets, if necessary.

Education and/or Professional Licenses: HIGH SCHOOL, SOME COLLEGE, MANY REAL ESTATE COURSES

Current Municipal and Civic Organization Memberships (Positions & Dates): NONE CURRENTLY

Previous Municipal Experience (Positions, Dates, Where): MEMBER - ZONING BOARD OF ADJUSTMENT HERE IN SAN ANGELO

What personal qualifications can you bring to this board? BUSINESS, CONSTRUCTION, EQUIPMENT RENTAL, REAL ESTATE, DEVELOPING A SUBDIVISION, OWNING AND MANAGING A RETAIL STORE.

What is your personal vision for the City? POSITIVE, CLEAN GROWTH, KEEPING IN MIND THAT THE GROWTH OF THE POPULACE DOES NOT OUTGROW THE INFRASTRUCTURE

Why do you want to serve on this board? I WAS BORN HERE, RAISED HERE AND MY CHILDREN AND GRANDCHILDREN ARE HERE AND I AM CONCERNED ABOUT OUR CITY

Anything else you would like for us to know? I WOULD BE HONORED TO SERVE ON THIS BOARD AND WOULD TAKE IT VERY SERIOUSLY

*The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 657-4405.

For Office Use Only:

Appointed by:

City App/Reappt Date:

Term Dates: To

From

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Accounting,

Meeting Date: November 3, 2015

Item type: Consent Item

Caption:

Announcements and consideration of Future Agenda Items

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Kendrick, Bryan

Created/Initiated

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: November 3, 2015

Item type: Consent Item

Caption:

Reminder of the 2nd City Council Meeting to be held on November 12th

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Kendrick, Bryan

Created/Initiated