



City Council Agenda 04/03/2018

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on April 3, 2018 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Prayer and Pledge

3. Proclamations/Recognitions

- a. Proclamation declaring April 2-8, 2018 as National Public Health Week
- b. Proclamation of "I Chose Angelo State Month" for April 2018
- c. Proclamation declaring April as Alcohol Awareness Month in San Angelo

4. Public Comment

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

5. Consent Agenda

- a. Consider approving the March 20, 2018 regular and March 29, 2018 special meeting minutes (Kendrick)
- b. Consider authorizing the sale of the following Lake Nasworthy properties to current residential lot leaseholders for the appraised value (Preas)
 - 1. 1949 Beaty Road; Lot 18, Block 1, Section 2, Group 1, Lake Nasworthy Addition (\$121,800)
- c. Consider a resolution extending the San Angelo-Tom Green County Health Department's participation in the Regional Healthcare Partnership and in Texas' Healthcare Transformation and Quality Improvement Program - 1115 Waiver (Villarreal)
- d. Consider a resolution authorizing the City Manager to execute a new Passenger Facility Charge (PFC) application and amend any open applications with the Federal Aviation Administration at the San Angelo Regional Airport (Elguezabal)
- e. Consider an agreement with San Angelo Lions Charities for non-monetary in-kind support for the annual Balloonfest and authorizing the City Manager to execute all related documents (White)
- f. Consider an agreement with the Boy Scouts of America, Texas Southwest Council, for the lease of the City-owned building, located at 104 Veterans Memorial Drive, and authorizing the City Manager to execute all related documents (White)

- g. Second reading and adoption of an ordinance approving Case CP18-01, an amendment to the Comprehensive Plan, changing certain lands from the “Neighborhood Center” to the “Commercial” Future Land Use Category, being 7.2 acres located at 717-729 West 29th Street and 2825-2929 North Bryant Boulevard; changing certain lands from the “Industrial” to the “Commercial” Future Land Use Category, being 3.56 acres located at 2609-2635 North Bryant Boulevard and 606-610 Art Street.; and changing certain lands from the “Neighborhood Center” to the “Industrial” Future Land Use Category, being an unaddressed 2.64-acre tract located southwest of West 29th Street and North Bryant Boulevard (James)
- h. Second reading and adoption of an ordinance approving Case Z18-04, a rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, being 4.65 acres located at 717-729 West 29th Street and 2829-2901 North Bryant Boulevard (James)
- i. Second reading and adoption of an ordinance approving Case CP18-02, an amendment to the City’s Comprehensive Plan, changing certain lands from the “Neighborhood” to the “Neighborhood Center” Future Land Use Category, being 1.2 acres located at 530 West Avenue T, and 509, 517, and 535 West Avenue S (James)
- j. Second reading and adoption of an ordinance approving Case Z18-03, a rezoning from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, being 0.85 acres located at 530 West Avenue T and 535 West Avenue S (James)
- k. Second reading and adoption of an ordinance amending Chapter 12, Exhibit “A” Zoning Ordinance, Article 4, Section 402 (Accessory Uses and Structures) to eliminate Subsection C.1.a.2)iii. for the purpose of clarifying the language regarding constructing accessory structures (James)
- l. Second reading and adoption of an ordinance amending:
 - 1. Appendix A, “Fee Schedule” by creating article A3.000 “Business Related Fees” Section A3.015 “Alcoholic Beverages Fees”
 - 2. Amending Chapter 5, “Business and commerce”, Article 5.02 “Alcoholic beverages regulations”, Division 2 “License” (Dierschke)
- m. Second reading and adoption of an ordinance amending Appendix A, “Fee Schedule”, Article A15.000, “Facility use fees”; by adding Section A15.003 “Civic Events facility use fees”, to provide for facility rental and related use fees (Dierschke)
- n. Second reading and adoption of an ordinance amending Appendix A, “Fee Schedule”, Article A13.000, “Health and Sanitation Related Fees”, by adding a new section A13.005 “Nursing Division Fees” (Dierschke)
- o. Second reading and adoption of an ordinance amending Appendix A, “Fee Schedule”, Article A9.000, “Planning Related Fees”, by: amending Section A9.002 “Planning and Development Fees” repealing the fees for rehearing requiring renotification; amending Section A9.003 “Planned Development Fees” by repealing the fee for zone change sign deposit and refund for sign deposit; and deleting in its entirety Section A9.009 “Fees for Sign Placement or Erection”; providing for severability; and, providing for an effective date (Dierschke)

- p. Second reading and adoption of an ordinance amending Appendix A, "fee schedule", Article A13.000, "Health and sanitation related fees"; Section 13.001 "Restaurant permit fee" by adding a fee for "Additional service area" in addition to the annual food establishment permit fee (Dierschke)
- q. Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018, for capital projects (Dierschke)

6. Regular Agenda

- a. Consider a resolution authorizing the negotiation and execution of Airport personal property storage unit leases by the City Manager or his designee, and approving lease form - (Presentation made by Airport Director Luis Elguezabal)
- b. Consider approving a task order under RFQ ES-04-15 to Freese and Nichols, Inc. in the amount of \$111,827 for the design of a storm water detention basin for Avenue P drainage improvements and authorizing the City Manager to execute all related documents - (Presentation made by City Engineer Russell Pehl)
- c. Public hearing and first reading of an ordinance amending Appendix A, Article A 8.000 "Utility Related Fees", A 8.007 "Water Billing Charges" by amending the late fee - (Presentation made by Water Utilities Director Allison Strube)
- d. Public hearing and first reading of an ordinance amending Chapter 11 "Utilities", Article 11.02 "Water and Sewer Systems", Section 11.02.036 "Billing" by amending the payment due date - (Presentation made by Water Utilities Director Allison Strube)
- e. Public hearing and first reading of an ordinance amending Chapter 12, Exhibit "A" Zoning Ordinance, Article 3, Section 310.E and Section 315.H.3.c, and Article 4, Section 411, removing the use of "Game Hall" as an individual use category and reclassifying it under "Indoor Entertainment, Retail Sales and Services" - (Presentation made by Planning & Development Services Director Jon James)
- f. Public hearing and first reading of an ordinance amending the Land Development and Subdivision Ordinance, Chapter 1, Section II & Section IV, Subsection C, regarding appeals; Chapter 5, Section III, Subsection A & Subsection C, amending submittal requirements and meeting time for the Plat Review Committee; and Chapter 7, Section I, amending submittal requirements - (Presentation made by Planning & Development Services Director Jon James)
- g. Public hearing and first reading of an ordinance amending Appendix A, Article A 8.000 "Utility Related Fees", A 8.020 "Rebates" by amending the discussion of bi-annual rebates - (Presentation made by Water Utilities Director Allison Strube)
- h. Second reading and adoption of amending appendix A, "Fee Schedule" for the following ordinances: Article A11.000, "Fire and Rescue Service Fees"; Section A11.001 "Service Fees", subsection (f) "Ambulance/Transport/Transfer Fees", to adjust said fees - (Presentation made by Finance Director Tina Dierschke)

7. Closed Session

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

- a. Section 551.087(2) to deliberate the offer of a financial or other incentive to a business prospect regarding a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consideration of approving various Board nominations
Design and Historic Review Commission: Connie Biggerstaff (Mayor) to a first term ending September 2019
Parks and Recreation Advisory Board: Francis Jelensperger (Mayor) to a third term ending December 2019
Planning Commission: Travis Stribling (SMD5) to a first full term ending January 2021
Public Art Commission: Julie Raymond (SMD6) to a second term ending April 2019
- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 28th day of March 2018, at 5:00 p.m.

Bryan Kendrick, City Clerk

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

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

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

Proclamation

The week of April 2–8, 2018 is National Public Health Week, and the theme is “Healthiest Nation 2030: Changing our Future Together”

The public health community protects and improves the health of all people, and works to help communities be great places to live, work, and play

The public health community plays a crucial role in promoting good health and greater longevity for the citizens of San Angelo, by working to immunize people against disease; tracking and tracing communicable disease; providing STD services; identifying and controlling environmental health hazards, infectious and vector disease; providing rabies control measures; improving the health of mothers and children; and promoting healthy behaviors such as increased physical activity, good nutrition, and smoking cessation

Public health professionals develop new strategies to detect and control disease outbreaks; address emerging environmental contaminants; provide valuable information to people; prepare for large-scale emergencies; and promote healthy communities through Active Living Plans

Improving the health of those experiencing inequality – including San Angelo’s citizens of color, immigrants, LGBTQ communities, and people with disabilities – will result in improved health for all

National Public Health Week provides the focused opportunity to tell the story of public health as it helps to build and sustain safe and healthy communities for the City of San Angelo and beyond; and

Action by community leaders to provide funding and implement policy changes that promote the community health plan goals of healthy eating, active living, reduced poverty, improved access to health care and mental health care will make our community a healthier place to live for current and future generations.

Now, therefore, I Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim the week of April 2-8, 2018, as

“Public Health Week”

In San Angelo, Texas, and call upon the people of San Angelo to observe this week by helping our families, friends, and neighbors, co-workers and leaders better understand the value of public health and adopt preventative lifestyle habits in light of this year’s theme, “Healthiest Nation 2030”.

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 April, 2018.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Angelo State University and the community of San Angelo are partnering together in celebration of current students, future students, faculty, staff and alumni who have chosen to participate in the auspices of higher education at Angelo State University; and

Angelo State University, with an enrollment of 10,447 undergraduate and graduate students, is an integral part of the City of San Angelo and a citadel of higher learning in West Texas, and it employs 441 faculty members, 550 staff members and 700 student workers who are a vital part of this community; and

The University has graduated 46,320 students since its inception in 1965; and

Angelo State University educational opportunities have grown to include 1 doctoral degree in Physical Therapy, 21 master's degree programs, 42 undergraduate degree programs and over 100 majors and concentrations; and

Angelo State University is this year celebrating its 89th graduating class; and

The month of April 2018 will be celebrated as "I Chose Angelo State Month" at Angelo State University by current students, future students, faculty, staff and alumni through campus events, social media and local media outlets;

Now, therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim April 2018

"I CHOSE ANGELO STATE MONTH"

in San Angelo and call upon the citizens of our area to recognize this remarkable display of pride in our community and the comprehensive educational opportunities at Angelo State University.

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 April, 2018.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Alcohol is a primary factor in the four leading causes of death for ages 10-21; and,

Almost 100,000 people die each year from alcohol-related causes, including drinking and driving crashes; and,

Approximately 15 million drinkers in the U.S. are dependent on alcohol; and,

Adolescents use alcohol more than tobacco or illicit drugs and begin drinking, on average, at 13 years of age; and,

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

Alcohol abuse is linked to up to two-thirds of all sexual assaults and date rapes, and is a major factor in contracting sexually transmitted diseases; and,

The typical American will see 100,000 alcohol related commercials before he or she turns 18;

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim April 2018, as

“Alcohol Awareness Month”

In San Angelo, Texas, and call upon all in the city of San Angelo to support efforts to increase awareness and support for individuals and families coping with alcoholism and drug addiction in our community.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 3rd day of April, 2018.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, March 20, 2018

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:34 a.m. on Tuesday, March 20, 2018, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Reverend Father Ryan Rojo Parochial Vicar of Cathedral of the Sacred Heart; and the pledges were led by 5th grader Cale Neighbors of Wall Elementary.

3. Proclamations/Recognitions

March 21, 2018 was proclaimed as Texas Small Business Development Center Day

March 2018 was proclaimed as Historic Fairmount Cemetery Month in San Angelo in observation of the cemetery's 125th anniversary

The Parks and Recreation Department was recognized for winning the Texas Recreation and Park Society 2018 Park Development Innovations Award

The Lake Nasworthy Homeowner's Association was recognized for their efforts to Keep Lake Nasworthy Beautiful

4. Public Comment

Citizen John Cross spoke regarding street repairs and citizen Steve Hampton spoke regarding an item on the consent agenda.

5. Consent Agenda

- a. Approval of the March 6, 2018 City Council regular meeting minutes
- b. Authorization of the sale of the following Lake Nasworthy properties to current residential lot leaseholders for the appraised values:
 1. 1620 Canal Rd; Lot 78, Block 5, Section 1, Group Shady Point, Lake Nasworthy Addition (\$28,700)
 2. 2366 Fishermans Rd; Lot 17, Block 1, Group 15, Lake Nasworthy Addition (\$84,751)
 3. 6418 Lincoln Park West Rd; Lot 26, Block 2, Group Lincoln Park, Lake Nasworthy Addition (\$28,515)

- c. Award of RFB WU-03-18 Water Distribution/Wastewater Collection Warehouse Inventory to three vendors (Core & Main LP, Morrison Supply Company, & Ferguson) based on the lowest unit bid in compliance with the bid requirements for each specific item for one year with two additional one-year term extensions, budgeted for purchase FY2018, FY2019, and FY2020, and authorizing the City Manager to execute any related documents
- d. Approval of hiring local attorney Arthur Uhl for consultation on matters related to oil and gas exploration, range land management and other matters necessary for the preparation of the Ford Ranch property for sale
- e. Approval of Tax Increment Reinvestment Zone (TIRZ) incentive funding for three private projects in the North TIRZ area for the properties located at 914 N. Bryant, 410 MLK Blvd, and 2503 MLK Blvd totaling \$136,216 and three private projects in the South TIRZ area for the properties located at 200 S. Magdalen, 202 S. Chadbourne, and 39 W. Concho totaling \$170,100
- f. Adoption of a resolution approving a change in Atmos Energy Corporation, Mid-Tex Division's ("Atmos") rates and consent to a reduction in Atmos Pipeline Texas ("APT") rates as a result of the reduction in the federal income tax rate from 35% to 21%
- g. Approval of a Memorandum of Understanding with AEP Texas North Division for energy consulting services (SCORE/City Smart Program) at no cost to the City and authorizing the City Manager to execute all related documents
- h. Ratification of COSADC's resolution reaffirming support for the proposed VCZ Development, LLC affordable housing apartment development known as Glen Park Apartments ("project"); providing for the allocation of up to five hundred dollars (\$500) in one half cent sales tax revenues in support of the project; and reaffirming support for the proposed Generation Housing Development, LLC affordable housing apartment development known as The Trails, ("project"); providing for the allocation of up to five hundred dollars (\$500) in one half cent sales tax revenues in support of the project
- i. Second reading and adoption of an ordinance amending Chapter 10 "Traffic Control", article 10.04 "Stopping, Standing and Parking", Division 1. "Generally", Section 10.04.003 "Stopping, Standing or Parking Prohibited in Specified Places", by creating subdivision (f) "Parking Temporarily Prohibited during Street Maintenance Activities"; regulating parking on public roadways during street maintenance activities as designated by the director of public works; providing for notice of street maintenance activities, and pursuant to section 2308.354 of the Texas Occupations Code appointing a City designee with authority to immobilize and remove vehicles from public roadways during street maintenance activities where parking is temporarily prohibited; providing repealing and savings clauses; and providing an effective date
- j. Second reading and adoption of amending appendix A, "Fee Schedule" for the following ordinances:
 - 1. Article A6.000, "Parks and Recreation Fees"; Section A6.005 "Park Facility and Activity Fees" subpart (e) "Facility Rental Fees" to provide rental fees for Kirby Park pavilion
 - 2. Article A6.000, "Parks and Recreation Fees"; Section A6.005 "Park Facility and Activity Fees", subpart (f) "Miscellaneous Event Fees", to adjust summer camp weekly fee and add holding fee
 - 3. Article A14.000, "Cemetery Fees"; Section A4.002 "Cremation", Section A14.004 "Overtime", and Section A4.006 "Disinterment" to adjust said fees
 - 4. **POSTPONEMENT OF** Article A11.000, "Fire and Rescue Service Fees"; Section A11.001 "Service Fees", subsection (f) "Ambulance/Transport/Transfer Fees", to adjust said fees - tabled

5. Article A2.000 "Building and Construction Related fees"; Section A2.002 "Building Permit Fees", by restating new subpart (c) to provide for site plan review fees; amending Section A2.004 "miscellaneous permit fees", by repealing and deleting subpart (e) "customer service inspection for existing structures"
6. Article A9.000 "Planning Related Fees" by: amending Section A9.004 to provide for administrative adjustment fee; amending Section A9.005 fees for preliminary, final plats and variance fees; and, amending section A9.007 "miscellaneous planning fees" by amending fees for street name change and release of easement, and adding fees for urban design review, appeal, certificate of appropriateness, and disannexation
7. Article A9.000, "Planning Related Fees"; Section A9.007 "Miscellaneous Planning Fees by Adding a Publication Fee for Newspaper Advertisement"
- k. Second reading and adoption of an ordinance amending Chapter 5 "Business and Commerce", Section 5.04.034 by creating an exception to the itinerant merchant permit for persons holding a mobile or temporary food establishment permit (food trucks)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve all consent items with the exception of 5d, 5j3, and 5j4. The motion carried unanimously seven (7) ayes to zero (0) nays.

Motion: Council Member Hiebert made a motion, seconded by Council Member DeWitt, to approve item 5d as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

Citizen Steve Hampton expressed concern.

Motion: Council Member Carter made a motion, seconded by Council Member Gonzales, to approve item 5j3 as presented, with the exception of leaving the weekend grave opening fee at \$175. The motion carried six (6) ayes to one (1) nays, with Council Member Thompson casting the dissenting vote.

Motion: Council Member Carter made a motion, seconded by Council Member DeWitt, to table item 5j4 until Finance can obtain and present new FY17 average costs of fire and rescue services. The motion carried unanimously seven (7) ayes to zero (0) nays.

Motion: Council Member DeWitt made a motion, seconded by Council Member Carter, to bring back item 5j4 with updated information. The motion carried unanimously seven (7) ayes to zero (0) nays.

6. Regular Agenda

- a. Presentation of Water Master Plan Study by CDM Smith - (Presentation made by Water Utilities Assistant Director Lance Overstreet and CDM Smith representative Allen Woelke)

No action was taken on this item.

- b. Authorization of negotiation and execution of a professional services contract with CDM Smith, Inc. for evaluation of Lake Nasworthy sewer system for \$178,670, budgeted FY2018, and authorizing the City Manager to execute any related documents - (Presentation made by Water Utilities Assistant Director Lance Overstreet)

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

Citizen Steve Hampton expressed concern.

- c. Adoption of a resolution authorizing the Water Utilities Department to develop a program offering utility account rebates to customers owning qualifying homes for participation in water quality testing required for city compliance with EPA National Primary Drinking Water Regulations - (Presentation made by Water Utilities Director Allison Strube and Plant Operations Manager Tymn Combest)

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

- d. Award of RFQ WU-04-18 Professional Services Hickory Groundwater Supply Development to Enprotec/Hibbs & Todd, Inc. in the amount of \$534,300 for task order 1, budgeted for purchase FY2018, and authorizing the City Manager to execute any related documents - (Presentation made by Water Utilities Director Allison Strube)

Motion: Council Member Hiebert made a motion, seconded by Council Member DeWitt, to award the RFQ as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

- e. Consider awarding RFB PK-01-18 construction of a restroom building at the Texas Bank Sports Complex to Justice Construction, Inc. of Abilene, Texas in the amount of \$395,000; budgeted project in FY18 authorizing the City Manager to execute any related documents - (Presentation made by Construction Manager David Knapp)

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

Citizen Steve Hampton expressed concern.

- f. Public hearing and consideration of a resolution approving an update to the City's Community Development Plan (Neighborhood Revitalization Plan) and expanding the community development target area map to include designated neighborhood areas (Presentation made by Neighborhood & Family Services Director Bob Salas)

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

- g. First reading and public hearing of ordinances approving:
 - 1. Case CP18-01, an amendment to the Comprehensive Plan, changing certain lands from the "Neighborhood Center" to the "Commercial" Future Land Use Category, being 7.2 acres located at 717-729 West 29th Street and 2825-2929 North Bryant Boulevard; changing certain lands from the "Industrial" to the "Commercial" Future Land Use Category, being 3.56 acres located at 2609-2635 North Bryant Boulevard and 606-610 Art Street.; and changing certain lands from the "Neighborhood Center" to the "Industrial" Future Land Use Category, being an unaddressed 2.64-acre tract located southwest of West 29th Street and North Bryant Boulevard.
 - 2. Case Z18-04, a rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, being 4.65 acres located at 717-729 West 29th Street and

2829-2901 North Bryant Boulevard - (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Gonzales made a motion, seconded by Council Member Carter, to approve the first reading of the ordinances 6g1 and 6g2 as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

h. First reading and public hearing of ordinances approving:

1. Case CP18-02, an amendment to the City's Comprehensive Plan, changing certain lands from the "Neighborhood" to the "Neighborhood Center" Future Land Use Category, being 1.2 acres located at 530 West Avenue T, and 509, 517, and 535 West Avenue S.
2. Case Z18-03, a rezoning from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, being 0.85 acres located at 530 West Avenue T and 535 West Avenue S - (Presentation made by Planning & Development Services Director Jon James)

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve the first reading of the ordinances 6h1 and 6h2 as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

i. First reading and public hearing for an ordinance amending Chapter 12, Exhibit "A" Zoning Ordinance, Article 4, Section 402 (Accessory Uses and Structures) to eliminate Subsection C.1.a.2)iii. for the purpose of clarifying the language regarding constructing accessory structures - (Presentation made by Planning & Development Services Director Jon James)

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

j. First public hearing and introduction of an ordinance amending

1. Appendix A, "Fee Schedule" by creating article A3.000 "Business Related Fees" Section A3.015 "Alcoholic Beverages Fees"
2. Amending Chapter 5, "Business and commerce", Article 5.02 "Alcoholic beverages regulations", Division 2 "License" - (Presentation made by Finance Director Tina Dierschke)

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

k. First public hearing and introduction of an ordinance amending Appendix A, "Fee Schedule", Article A15.000, "Facility use fees"; by adding Section A15.003 "Civic Events facility use fees", to provide for facility rental and related use fees - (Presentation made by Finance Director Tina Dierschke)

Motion: Council Member DeWitt made a motion, seconded by Council Member Gonzales, to approve the first reading of the ordinance as presented with the exception of placing a 25% limit for increasing the eleven (11) "extra fees"; all proposed increases over 25% would require City Council approval. The motion carried unanimously seven (7) ayes to zero (0) nays.

l. First public hearing and introduction of an ordinance amending Appendix A, "Fee Schedule", Article A13.000, "Health and Sanitation Related Fees", by adding a new section A13.005 "Nursing Division Fees" - (Presentation made by Finance Director Tina Dierschke)

Motion: Council Member Hiebert made a motion, seconded by Council Member Carter, to approve the first reading of the ordinance as presented with the exception of allowing the Health Director to waive fees at STD Clinics and for child immunizations (for those who cannot afford them). The motion carried five (5) ayes to two (2) nays with Council Member Thomas and Mayor Gunter dissenting.

Citizen Steve Hampton expressed concern.

- m. First public hearing and introduction of an ordinance amending Appendix A, "Fee Schedule", Article A9.000, "Planning Related Fees", by: amending Section A9.002 "Planning and Development Fees" repealing the fees for rehearing requiring renotification; amending Section A9.003 "Planned Development Fees" by repealing the fee for zone change sign deposit and refund for sign deposit; and deleting in its entirety Section A9.009 "Fees for Sign Placement or Erection"; providing for severability; and, providing for an effective date - (Presentation made by Finance Director Tina Dierschke)

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

- n. First public hearing of and introduction of an ordinance amending Appendix A, "fee schedule", Article A13.000, "Health and sanitation related fees"; Section 13.001 "Restaurant permit fee" by adding a fee for "Additional service area" in addition to the annual food establishment permit fee - (Presentation made by Finance Director Tina Dierschke)

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

- o. First public hearing and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018, for capital projects - (Presentation made by Finance Director Tina Dierschke)

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

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

No action was taken on this item.

7. Follow Up and Administrative Issues

- a. Consideration of approving various Board nominations:
Development Corporation: Elizabeth Grindstaff (SMD3) to a unexpired term ending February 2019 and Oscar Casillas (SMD6) to an unexpired term ending February 2019
Fort Concho Museum Board: Roger Banks (Mayor) to a second term ending January 31, 2021
Parks and Recreation Advisory Board: Debbie Wilson (SMD4) to an unexpired term ending December 2018
Planning Commission: Joe Self (SMD2) to an unexpired term ending January 2020
Public Art Commission: Cynthia Lackey (Mayor) to a second term ending April 30, 2019

Zoning Board of Adjustments: Debbie Cunningham (SMD1) to a second term ending January 2020, Darrin Fentress (SMD3) to a second term ending January 2020, Jean Cornell (SMD6) to a first full term ending January 2020, Jim Turner (Mayor) to a third term ending January 2020, Gary Cortese (Mayor – Alternate) to a second term ending January 2020, and Aaron Nelson (Mayor – Alternate) to a second term ending January 2020

- Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the Development Corporation nominations, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.
- Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to approve the Fort Concho Museum Board nominations, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.
- Motion: Council Member Gonzales made a motion, seconded by Council Member Carter, to approve the Parks and Recreation Advisory Board nominations, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.
- Motion: Council Member Carter made a motion, seconded by Council Member Hiebert, to approve the Planning Commission nominations, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.
- Motion: Council Member Hiebert made a motion, seconded by Council Member Carter, to approve the Public Art Commission nominations, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.
- Motion: Council Member Carter made a motion, seconded by Council Member Gonzales, to approve the Zoning Board of Adjustments nominations, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

b. Announcements and consideration of Future Agenda Items

8. Adjournment

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

There being no further business, the meeting was adjourned at 11:19 a.m.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

City of San Angelo, Texas
Special City Council Meeting
Tuesday, March 29, 2018

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:33 a.m. on Thursday, March 29, 2018, in the East Mezzanine of City Hall, 72 W. College Avenue, San Angelo, Texas 76903.

2. Consent Agenda

a. Introduction and Overview of the Planning Workshop

City Manager Daniel Valenzuela introduced and gave an overview of the topics that would be discussed during the course of the workshop.

b. Presentation on Statutory Requirements

Presentation made by City Attorney Theresa James

c. Discussion on the following items:

1. Current Financial Condition and Expected Expenses
2. Capital Improvement Priorities
3. Top Five Priorities Update
4. New Considerations
5. Service/Expense Reductions

Information was presented by City Management (Daniel Valenzuela, Rick Weise, and Michael Dane), Finance Director Tina Dierschke, Water Utilities Director Allison Strube, Operations Director Shane Kelton, Police Chief Frank Carter, Human Resources Director Lisa Marley and Planning and Development Director Jon James.

No action was taken during the course of this workshop.

3. Adjournment

Mayor Gunter adjourned the meeting at 12:15 p.m.

THE CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

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: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4407

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Consider authorizing the sale of the following Lake Nasworthy properties to current residential lot leaseholders for the appraised value (Preas)

1. 1949 Beaty Road; Lot 18, Block 1, Section 2, Group 1, Lake Nasworthy Addition (\$121,800)

Summary/History:

If the sales are approved at the appraised values, title examinations will be performed and legal staff will prepare Real Estate Contracts of Sale, Special Warranty Deeds, and Surrenders of Lease.

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

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. 1949 Beaty Rd - Appraisal Summary 1949 Beaty Rd - Appraisal Summary.pdf

Presentation:

Approvals/Reviews:

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

APPRAISAL OF REAL PROPERTY

LOCATED AT

1949 Beaty Rd
San Angelo, TX 76904-7747
Lot 18, Block 1, Section 2, Group 1, Lake Nasworthy Addition

FOR

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

AS OF

03/07/2018

BY

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

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

03/22/2018

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

Re: Property: 1949 Beaty Rd
San Angelo, TX 76904-7747
Borrower: Madeline Seidel (Deceased)
File No.: R18-0060

Opinion of Value: \$ 121,800
Effective Date: 03/07/2018

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

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

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

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

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

Respectfully Submitted,



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



Kevin J. Halfmann
License or Certification #: 1320469-G
State: TX Expires: 04/30/2019
(325)655-1278
kevin@halfmannrealty.com

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sandra Villarreal, Director of Health, Health Services, 325.657.4493

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Consider a resolution extending the San Angelo-Tom Green County Health Department's participation in the Regional Healthcare Partnership and in Texas' Healthcare Transformation and Quality Improvement Program - 1115 Waiver (Villarreal)

Summary/History:

Summary:

The San Angelo-Tom Green County Health Department desires to continue receiving 1115 Waiver Transformation funds through the Centers for Medicare & Medicaid Services (CMS), and in turn continue to be a member of the Regional Health Partnership 13 comprised of Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, and Tom Green. With these funds, the Health Department will be able to continue offering low cost Sexually Transmitted Disease Services to at-risk populations.

Because the original City Council Resolution of December 4, 2012 specifically defines a four year period in which the Health Department would be authorized to receive and provide Intergovernmental Transfer (IGT) dollars (local match dollars), we are seeking approval to extend our involvement in the Regional Health Partnership, the 1115 Waiver, and the ability to provide the needed Intergovernmental Transfer of local match dollars as long as CMS makes 1115 Waiver funds available and / or as long as the Health Department can continue to provide the needed IGT funds.

History:

In October 2012, staff met with Shannon Medical to discuss 1115 Waiver funds in what became the Delivery System Reform Incentive Payment (DSRIP) program as part of Texas' Healthcare transformation and Quality Improvement Program. At that point, staff decided to pursue an application with the Regional Partnership to re-establish the City's STD Clinic and obtain space for the Health Department. Earlier that year, due to policy changes made by the Texas Department of State Health Services, the Health Department lost approximately 50% of their revenue and was forced to eliminate positions and programs. The 1115 Waiver gave the Health Department the opportunity to re-establish the STD Clinic.

The initial waiver was approved by CMS through September 30, 2016, and an initial extension was granted through December 31, 2017, as the State of Texas waited to see if an additional period of funding would be granted by CMS. An additional 5 year extension was granted on December 21, 2017. With this said, each Performing Provider, the Health Department being one of them, must collaborate with the Regional Health Partnership (RHP) to update plans that were originally developed in 2012 to continue to improve patient care for low-income populations in the RHP.

Copies of the original City Council Agenda Item, power point presentation and minutes are attached for your knowledge.

Financial Impact:

The Nursing Division currently receives \$100,000 in general fund transfers yearly as part of the Budget process. These dollars are used as the Intergovernmental Transfer (IGT) funds as “match” for the 1115 Waiver funding. The use of nursing’s general fund dollars has not committed any additional City funding for this programming.

The City has provided approximately \$424,550.00 in IGT funds and has received \$987,772.00 since its participation in the 1115 Waiver program. This has resulted in a net gain of approximately \$563,222.00 to the City's budget, which has allowed us to provide access to care, improve the quality of care and enhance the health of our at-risk population and families we serve.

Other Information/Recommendation:**Attachments:**

- | | | |
|----|---|---|
| 1. | Resolution | 18-422_HS_TX_HEALTHCAR_TRANSFORM_WAIVER_RESO_FINAL.docx |
| 2. | Minutes Page 139 December 4 | Minutes Page 139 December 4.docx |
| 3. | HD Regular Agenda HHSC_Waiver 1115_12_4_12 | HD Regular Agenda HHSC_Waiver 1115_12_4_12.docx |
| 4. | HD Regular 1115 Waiver Funds_Presentation_12_4_12 | HD Regular 1115 Waiver Funds_Presentation_12_4_12.pptx |

Presentation:**Approvals/Reviews:**

Sandra Villarreal	Created/Initiated
Sandra Villarreal	Approved
Rick Weise	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION BY THE SAN ANGELO CITY COUNCIL AUTHORIZING THE APPLICATION FOR 1115 WAIVER FUNDS FROM THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION TO CONTINUE TO PROVIDE SEXUALLY TRANSMITTED DISEASE CLINIC HEALTH CARE SERVICES AT THE CITY OF SAN ANGELO-TOM GREEN COUNTY HEALTH DEPARTMENT WHICH REQUIRES THE CITY TO CONTRIBUTE A FORTY PERCENT MATCH IN FUNDS OVER A FOUR (4) YEAR PERIOD BEGINNING FISCAL YEAR 2017/2018; RATIFYING PREVIOUS ACCEPTANCE OF FUNDS; AUTHORIZING ACCEPTANCE OF 1115 WAIVER FUNDS FOR FISCAL YEAR 2017/2018 THROUGH FISCAL YEAR 2020/2021, IF AWARDED; AUTHORIZING THE CITY TO PAY THE MATCH; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AND RELATED DOCUMENTS

WHEREAS, , the City of San Angelo ("City") applied for and was granted 1115 Waiver Funds from the Texas Health and Human Services Commission ("1115 Waiver") for a four year period from fiscal year 2013/2014, and desires to re-apply for continuation of 115 Waiver Funds for an additional four year period commencing fiscal year 2017/2018, to continue the Sexually Transmitted Disease Clinic Health Care Services("STD Clinic Project") at the San Angelo-Tom Green County Health Department; and,

WHEREAS, award of 1115 Waiver funds requires City to contribute a match of forty percent (40%) over a four (4) year period beginning FY 2017/2018, said reimbursements and match being credited to and charged against budgeted Health Services Department funds; and,

WHEREAS, continuation of 1115 Waiver funds for the STD Clinic Project will serve the public purpose of controlling and treating sexually transmitted diseases in San Angelo and Tom Green County, Texas;

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

1. The City ratifies acceptance of the Texas Health and Human Services Commission 1115 Waiver Funds received pursuant to the four year grant commencing fiscal year 2013/2014.
2. The City Manager or his designee is hereby authorized to make application for Texas Health and Human Services Commission 1115 Waiver Funds for four years commencing fiscal year 2017/2018, to continue the San Angelo-Tom Green County Health Department Sexually Transmitted Disease Clinic Health eSrvices ("STD Clinic Project")
3. The City Manager or his designee is authorized to accept 1115 Waiver Funds if awarded, and to make payment of the required forty percent (40%) match out of Health Services Department budgeted funds.

4. The City Manager is authorized to execute any necessary and related documents for implementing and carrying out such 1115 Waiver Funds project.

PASSED and APPROVED THIS 3rd day of April, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Sandra Villarreal
Health Services Manager

Theresa James, City Attorney

ADOPTION OF A RESOLUTION RATIFYING THE APPLICATION FOR 1115 WAIVER FUNDS IN THE AMOUNT OF \$960,000.00.00 FROM THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION TO ESTABLISH A SEXUALLY TRANSMITTED DISEASE (STD) CLINIC AT THE CITY OF SAN ANGELO-TOM GREEN COUNTY HEALTH DEPARTMENT WHICH REQUIRES THE CITY TO CONTRIBUTE A FORTY PERCENT (40%) MATCH IN FUNDS IN AN AMOUNT OF \$400,000.00 OVER A FOUR (4) YEAR PERIOD BEGINNING FY 2013; AND AUTHORIZING THE CITY TO ACCEPT SUCH 1115 WAIVER FUNDS BEGINNING FY 2013 AND CONTINUING THROUGH FY 2016, IF AWARDED, AND AUTHORIZING THE CITY TO PAY THE MATCH IN THE AMOUNT OF \$400,000.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AND RELATED DOCUMENTS (PAGE 149, #2012-12-174)

Assistant City Manager Rick Weise and Nursing Supervisor Marie Aguilar presented background information. *A copy of the presentation is part of the Permanent Supplemental Minute record.*

General discussion was held on the future success of the STD program once the grant expires, specifically employee positions. Staff explained employees hired within these positions would be advised upon hiring the grant funding the position was for a set period. Staff advised STD patients referred from the state are treated at the City and all other patients are referred to alternative facilities, Shannon Medical, Planned Parenthood or Esperanza Clinic, since closing the City's clinic. Staff disclosed the main reason to continue this program through the City's clinic is to provide the necessary treatment at a reduced cost, thereby allowing those individuals seeking treatment they would not otherwise seek through other alternatives. Staff informed the grant will provide funding for employee salaries, to re-establish a downtown location clinic, and to reduce future cost of the program. Staff informed due to former agreements, the Tom Green County does not contribute to the clinic.

Motion, to adopt the Resolution, as presented, was made by Councilmember Silvas and seconded by Councilmember Adams.

Responding to a question from Councilmember Hirschfeld, Assistant City Manager/Chief Financial Officer Michael Dane replied the department will manage the grant.

A vote was taken on the motion on the floor. Motion carried unanimously.

Memo

Date:

To: Mayor and Council Members

From: Sandra J. Villarreal, Health Services Manager

Subject: Agenda Item for **December 4, 2012** Council Meeting

Contact: Sandra J. Villarreal, Health Services Manager, 657-4493

Caption: Regular

Consideration of matters related to the San Angelo-Tom Green County Health Department, and Department of Health and Human Services Waiver 1115 Funds and any action thereto:

- A. Consideration of adopting a Resolution authorizing the City Manager or his designee the filing of grant submission to the Department of Health and Human Services for Waiver 1115 Funds in the amount of \$960,000 with a 40% match requirement of \$400,000 over a four (4) year period for the establishment of a Sexually Transmitted Disease Clinic;
- B. Consideration of authorizing the 40% match of funds from the Nursing Division recurring General Fund Transfer Revenue in the amount of \$100,000 yearly over the next four (4) years;
- C. Consideration of accepting said Waiver 1115 funds award by the City, if approved; and;
- D. Consideration of authorizing the City Manager or his designee to execute all documents related to said funds.

Summary:

The San Angelo-Tom Green County Health Department has the opportunity, within a short window, to apply for funds from the Health and Human Services Commission. The Health Department's application for Waiver 1115 funds to the Department of Health and Human Services is for the re-establishment of a Sexually Transmitted Disease Clinic.

History:

In October 2012, staff met to discuss Waiver 1115 funds with Shannon Medical and decided to pursue an application with the Regional Partnership.

Waiver 1115 funds are funds allocated, mostly to hospitals, for uncompensated care associated with caring for persons without insurance or income. These funds are associated with Medicaid and are to be used to improve care, increase efficiency and reduce costs. The overarching goals of this waiver in Texas are to:

- Expand risk-based managed care statewide;
- Support the development and maintenance of a coordinated care delivery system through the creation of Regional Healthcare Partnerships (RHPs) and RHP five year care and quality improvement transformation plans;
- Improve outcomes while containing cost growth;
- Protect and leverage financing to improve and prepare the health care

- infrastructure to serve a newly insured population;
- Transition to quality-based payment systems across managed care and hospitals; and
- Provide a mechanism for investments in delivery system reform including improved coordination in the current indigent care system now providing services to individuals likely to gain coverage in 2014.

Waiver 1115 funds are for the expansion or enhancement of projects, and thus cannot be used to sustain existing projects. Due to the elimination of the STD Clinic at the Health Department in the new fiscal year, staff saw this as an opportunity to re-establish an STD Clinic at a more central location, immediately east of City Hall, which would not only fund the program for the next four (4) years, but assist in reducing overall expenses within the Department while providing for a permanent home for the City's Health Department within the City Hall Plaza area.

In summary, through the use of proposed Waiver 1115 Funds, staff is proposing to reestablish the City's STD Clinic, and purchase an adjoining property to the City Hall Complex which will serve as home to the San Angelo Health Department.

Financial Impact: The Nursing Division currently receives \$100,000 in general fund transfers yearly as part of the Budget process. Assuming that this general fund transfer will not decrease over the next 4 years, these dollars will serve as San Angelo's Intergovernmental Transfer (IGT) Match needed for Waiver 1115 funds. Thus, for a \$400,000 investment over the next four years, we will receive \$960,000 in operational funding.

If awarded, the grant dollars do not commit the City to any programming or reimbursement requirements past the 4 years of funding. Although maximizing current dollars in this manner may possibly result in enough funding to operate the Clinic for up to 5 years, thus giving additional time to assist in securing future operational dollars.

Related Vision Item (if applicable): Industry Vision....Better coordination between all taxing agencies
 Industry Vision....Technology
 Financial Vision....Core Services come first
 Infrastructure Vision....Maintain Disaster Plans in events of catastrophic failures of service

Other Information/ Recommendation: Staff recommends . . . approval

Attachments: None

Presentation: Yes

Publication:

Reviewed by Director: Rick Weise, x-1072

Approved by Legal: Date of Approval (attach Legal Approval Form)

City Council

December 4, 201

Texas Health Care Transformation and Quality Improvement Program – 1115 Waiver

Background:

2011 Texas Legislature directed TX Health and Human Services Commission to expand managed care, achieve savings, and improve quality

1115 Waiver provides flexibility for Texas to expand managed care statewide while preserving Upper Payment Limit funding to hospitals.

1115 Waiver Goals

- Expand risk-based managed care statewide
- Support development and maintenance of a coordinated care delivery system
- Improve outcomes while containing cost
- Improve and prepare the health care infrastructure increasing access to services
- Transition to quality based payment systems
- Provide a mechanism for improved coordination in the current indigent care system in advance of health care reform

1115 Waiver

- Texas was granted authority from the Federal Government to create a waiver pool, with funds being distributed through two sub-pools, both of which are part of a Regional Healthcare Partnership.
 1. Uncompensated Care - Hospitals
 2. Delivery System Reform Incentive Payment (DSRIP)

1115 Waiver

Regional Health Partnership (RHP) – San Angelo's RHP consists of 17 counties: Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green.

Projects Shall Meet One of the Following Initiatives:

1. Infrastructure Development
2. Program Innovation and Redesign
3. Population-focused improvement
4. Clinical Improvement in care

Proposed Project

- **Re-establish a Sexually Transmitted Disease Clinic within San Angelo's Health Department.**
- **Requested 1115 Waiver Funds: \$960,000 (4 year span)**

Must be used to establish or enhance programs, and cannot be used for maintaining a program.

- **Required City Match: \$400,000 (4 year span)**

Will utilize Health Department's \$100,000 of yearly budgeted General Fund dollars. This would require Council to continue funding of the Department at this level for at least the next 4 years. No financial commitment of the City is required beyond the 4 years proposed

Health Department STD Clinic Project

- Rationale behind choosing project:
 - In 2011, according to DSHS Midland sub-office, Tom Green County had 3856 confirmed positive STD cases; therefore with the elimination of the City's STD Clinic, hundreds of citizens were left with less options for testing and treatment.
- Project Description Goals:
 - Re-establish an STD Clinic for Testing, Treating and preventing the spread of STD's (Chlamydia, Gonorrhea and Syphilis)
 - Decrease number of ER visits (keep costs down), and
 - Establish the STD Clinic in a Central Location (close to Shannon ER and the Multi-Modal Transportation Center)
 - Project period ends FY2016.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Luis Elguezabal, Airport Director, Airport, (325) 659-6409 X 101

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to execute a new Passenger Facility Charge (PFC) application and amend any open applications with the Federal Aviation Administration at the San Angelo Regional Airport (Elguezabal)

Summary/History:

Airport staff is required to submit a new PFC application and amend two previous applications with the Federal Aviation Administration. This will allow for the continuation of the \$4.50 passenger fee, which is imposed on every originating passenger. The PFC revenues are utilized for the airport's grant matching funds in all capital improvements projects.

Financial Impact:

Continuation of the \$4.50 passenger facility fee on originating passengers.

Other Information/Recommendation:

Attachments:

- | | |
|-----------------------------------|-------------------------------------|
| 1. Resolution for PFC Application | Resolution for PFC Application.docx |
|-----------------------------------|-------------------------------------|

Presentation:

Approvals/Reviews:

Luis Elguezabal	Created/Initiated
Luis Elguezabal	Approved
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**A RESOLUTION OF THE SAN ANGELO CITY COUNCIL
AUTHORIZING CONTINUATION OF A \$4.50 PASSENGER
FACILITY CHARGE (PFC) AT THE SAN ANGELO
REGIONAL AIRPORT; AND AUTHORIZING THE CITY
MANAGER OR HIS DESIGNEE TO EXECUTE A NEW PFC
APPLICATION AND AMEND ANY OPEN APPLICATIONS
WITH THE FEDERAL AVIATION ADMINISTRATION.**

WHEREAS, A Passenger Facility Charge (PFC) is authorized by federal law and this user fee is imposed only on eligible enplaned passengers utilizing Airports; and,

WHEREAS, The City of San Angelo has used PFCs to fund capital projects since 1993, and,

WHEREAS, The continuation of a PFC charge in the amount of \$4.50 is necessary to accomplish capital projects designed to preserve and enhance capacity, safety, and development of the San Angelo Regional Airport:

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

1. That the City Manager or his designee is authorized to file a new application and amend, as necessary, any open applications with the Federal Aviation Administration (FAA), authorizing the continuation of the imposition of a PFC at the \$4.50 level, and the expenditure of revenues from the San Angelo Regional Airport, in accordance with the Capital Improvement Program, and the assurances and understandings contained in the application.

PASSED, APPROVED, AND ADOPTED on this the ____ day of _____ 2018.

CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Luis Elguezabal, Airport Director

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Consider an agreement with San Angelo Lions Charities for non-monetary in-kind support for the annual Balloonfest and authorizing the City Manager to execute all related documents (White)

Summary/History:

The Lions Charities (combined local Lions Clubs) is hosting the Balloonfest the second weekend in June, this being the second year. The event will be on SAISD property on the Glenn Middle School grounds (large open area west of the school buildings).

The Lions have again asked for the use of City materials to support the event. Last year, City Council approved the loan of City materials for the event. Seeing that this will be an annual event, we are wanting to establish a multi-year agreement for this in-kind support. Here is the list of items requested, along with basic terms of the agreement.

75 tables and 440 chairs -- provided by Fort Concho

12 trash barrels -- provided by Parks

12 traffic barrels -- provided by Operations

50 tall traffic cones -- provided by Water Utilities

Lions Charities responsible for replacing any lost or damaged materials

3-year term with 2 mutually agreed upon single year options for extension

Staff recommends approval

Financial Impact:

There is only nominal cost associated with this item, including the few hours of staff time to load, deliver, pick up and restock the loaned items.

Other Information/Recommendation:

Attachments:

1. 18-427_PARKS_LIONS_BALOONFEST_MOU 18-427_PARKS_LIONS_BALOONFEST_MOU.docx

Presentation:

Approvals/Reviews:

Carl White	Created/Initiated
Anthony Wilson	Approved
Theresa James	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND "LIONS CHARITIES"**

This Memorandum of Understanding (MOU) is entered into by and between the City of San Angelo, Texas ("CITY"), and "Lion Charities", an unincorporated association of Lions Club Charities ("LCC"), located in the Concho Valley, collectively represented by the San Angelo Downtown Lions Club, effective from and after April 3, 2018 (Effective Date)

WHEREAS, the City of San Angelo, Texas is a home rule municipality located in the Concho Valley, State of Texas; and,

Whereas Lions Club Charities are an unincorporated association of Lions Clubs located in the Concho Valley, including the San Angelo Downtown Lions Club, Concho Pearl Lions Club, East Angelo Lions Club, North by Northwest Lions Club, Southside Lions Club, Lady Lions Club, Law Enforcement Lions Club, Angelo State Lions Club and San Angelo Lighthouse Lions Club. The LCC is made up of community service organizations that raise thousands of dollars each year to support local, worthwhile civic projects and activities that benefit the City of San Angelo and surrounding Concho Valley communities; and,

WHEREAS, LCC is promoting a San Angelo Balloonfest in partnership with the San Angelo Independent School District, to be held in San Angelo from June 15, 2018 through June 17, 2018; and

WHEREAS, CITY's in kind support of the 2018 Balloonfest is in the public best interest since the Balloonfest will provide family entertainment and recreational activities for the residents of San Angelo and the Concho Valley, as well as attract visitors from outlying communities;

NOW THEREFORE, in furtherance of the mutual benefits to the parties and public as set forth in the foregoing recitals, CITY and LCC agree that:

Purpose: This MOU establishes the in kind support that CITY will provide to LCC for the 2018 Balloonfest and for up to two future, annual Balloonfests; and, establishes the obligations of LCC relating to acceptance of in kind support.

Term: This MOU shall continue in effect for one year from and after its Effective Date. The term of this MOU can be extended annually for up to two one year terms, and can otherwise be amended, by mutual written agreement of the parties.

The Lions Club Charities shall:

- a. Plan, promote and conduct the 2018 San Angelo Balloon Fest in conjunction with the San Angelo Independent School District, and shall plan, promote and conduct such other annual San Angelo Balloon Fests in relation to any annual extensions of this MOU.

- b. Schedule for delivery by CITY and pick up by CITY Departments no later than the first business day after the event, the tables, trash barrels, traffic barrels, traffic cones and any other furnishings and amenities provided by CITY for the Balloonfest pursuant to this MOU.
- c. Provide a report of any lost, stolen or damaged personal property provided by CITY to LCC pursuant to this MOU, and replace the same at LCC's sole expense.

The City Shall:

- a. Assemble and schedule for delivery to LCC the following furnishings and amenities for use in conducting the Balloonfest:
 - 75 tables (provided by Fort Concho)
 - 440 chairs (provided by Fort Concho)
 - 12 trash barrels (provided by Parks Dept.)
 - 12 traffic barrels (provided by Operations Dept.)
 - 50 tall traffic cones (provided by Water Utilities Dept.)
- b. Schedule with LCC picking up of furnishings and amenities provided by CITY.

Termination: City or LCC may terminate this MOU after any annual extension of the term, for convenience and without cause upon advance written notice of termination provided to the other party at least 90 days prior to the next scheduled Balloonfest.

Contacts and Notifications:

- a. The point of contact for CITY shall be:

Carl White, Director of Parks and Recreation
702 S. Chadbourne St.
San Angelo, Texas 76903

(325) 657-4450
EMAIL: carl.white@cosatx.us
- b. Lions Club Charities
Attention: Kimberly Floyd, Lions Club Charities Balloonfest Coordinator
72 W. Concho Avenue
San Angelo, Texas 76903

(325) 658-6414 or 280-0461

EMAIL: _____

General Provisions:

- a. This MOU is not intended to create any authority, partnership, venture, employment, fiduciary, trust or agency relationship between the Parties.
- b. Nothing in this MOU is intended to, nor shall this MOU, transfer or grant any property interest, franchise, license, right, permission or approval except as expressly provided herein.

c. Each Party hereto shall bear its own costs and expenses in pursuit of its duties, responsibilities and obligations under this MOU, except as may be specifically provided otherwise herein.

ENTERED into by duly authorized representatives of each of the Parties.

LIONS CLUB CHARITIES, a Texas unincorporated association of Lions Clubs

BY: _____
Kimberly Floyd, Lions Club Charities,
Balloonfest Coordinator and
duly authorized representative

CITY OF SAN ANGELO

ATTEST:

Daniel Valenzuela, City Manager

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Carl White, Director of Parks and
Recreation

Dan T. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Consider an agreement with the Boy Scouts of America, Texas Southwest Council, for the lease of the City-owned building, located at 104 Veterans Memorial Drive, and authorizing the City Manager to execute all related documents (White)

Summary/History:

Staff recommends approving a lease agreement with the Boy Scouts of America, Texas Southwest Council, Inc., for the building at 104 Veterans Memorial Drive and authorizing the City Manager to negotiate and execute all related documents.

The basic parameters of the proposed lease include the following:

- Ten-year lease with one option to renew for an additional five years.
- Lease of the building at 104 Veterans Memorial Drive and use of the adjacent grounds and parking area.
- Requirements to provide utilities at lessee's expense.
- Requirements to provide maintenance of the building at lessee's expense.
- Standard insurance coverage

The organization has leased the property for the last 15 years and the current lease expires on April 17, 2018.

Financial Impact:

Under the proposed lease agreement, there would be no cost to the City.

Other Information/Recommendation:

Attachments:

1. 18-031 Lease Agreement - Boy Scouts of America 18-031 Lease Agreement - Boy Scouts of America.doc

Presentation:

Approvals/Reviews:

Carl White
Anthony Wilson
Theresa James
Candice Blake

Created/Initiated
Approved
Approved
Approved

Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval

LEASE AGREEMENT

THE CITY OF SAN ANGELO, a Texas home rule municipal corporation, hereinafter known as "Landlord or City", hereby leases, under the following terms and conditions as hereinafter set out, unto the TEXAS SOUTHWEST COUNCIL OF THE BOY SCOUTS OF AMERICA, INC., a Texas not for profit corporation, hereinafter known as "Tenant", property described at paragraph number 1. "PREMISES" below.

1. PREMISES.

1.1 Landlord agrees to lease to Tenant that certain real property and improvements thereon located on 104 Veterans Memorial Drive, particularly described as:

Being that building and lot located on the Northwest corner of S. Irving Street and Veterans Memorial Drive, all of which property is located in San Angelo, Tom Green County, Texas (hereinafter referred to as "Premises" or "Leased Premises").

2. TERM.

2.1 Initial Term: The term of this Lease shall be for ten (10) years, beginning April 18, 2018, and ending on April 17, 2028.

2.2 Option to Extend: Tenant shall have the option to extend the term of this Lease for an addition five (5) year term to expire April 17, 2033 ("Extended Term"), conditioned upon Tenant not being in default of the terms of this Lease Agreement and Tenant providing Landlord with ninety (90) days written notice prior to expiration of the Initial Term of intent to extend this lease for the Extended Term.

3. RENT.

3.1 Consideration. Annual rent shall be ONE DOLLAR (\$1.00) per year, total amount due and payable for the full ten year initial term on commencement of this Lease Agreement is the sum of TEN DOLLARS (\$10.00), plus a one-time Granting Fee of FIFTY DOLLARS (\$50.00) for the preparation of the document as required by Resolution of the City Council dated January 21, 1986.

3.2 Place of Payment. Said payment shall be made to the Finance Department of the City of San Angelo, 301 W. Beauregard Ave., San Angelo, Texas, 76903.

3.3 Further Consideration. Landlord hereby grants and leases to Tenant Premises to operate a Boy Scouts of America program for the citizens of the City of San Angelo which will provide youth oriented activities, subject to the terms and conditions herein stated.

4. USE OF LEASED PREMISES.

4.1 Use. The intended use of the Leased Premises by Tenant shall be only for activities associated with the Boy Scouts of America program and for uses

normally incident thereto and for no other purpose.

4.2 Termination.

4.2.1 If at any time the Leased Premises and any improvements thereon shall cease to be used for the purpose specified in Section 4.1, or if the Leased Premises shall be deserted or vacated, or if Tenant defaults in performance of any other term or condition of this Lease Agreement, Landlord shall have the right to terminate this Lease Agreement by giving fifteen (15) days written notice to Tenant during which time Tenant may cure the breach of the Lease Agreement and thereby avoid termination.

4.2.2 Landlord shall also have the right to terminate this Lease Agreement for any use deemed more appropriate by the City Council after written notice is given to Tenant and the elapse of ninety (90) days. If termination occurs under this provision, Tenant shall have the right to remove only those improvements placed by Tenant during the current term of this Lease Agreement, provided such improvements can be removed without damage to Landlord's property, but in no event shall Landlord be required to reimburse Tenant for improvements which remain on the Premises or expenses incurred by Tenant in connection with removal of the improvements.

4.2.3 Tenant shall have the right to terminate this Lease Agreement after written notice is given to Landlord and sixty (60) days have elapsed.

5. CONDITION OF LEASED PREMISES.

5.1 Disclaimer of Warranties. ALL WARRANTIES OF LANDLORD THAT MAY ARISE IN COMMON LAW ARE EXCLUDED. LANDLORD 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. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

5.2 Improvements. It is agreed by the parties that Tenant, subject to the prior approval of the City Council of the City of San Angelo, shall have the right from time to time at its sole cost and expense, to construct on the Leased Premises such buildings and other improvements, and such alterations, additions, and changes therein as Tenant may deemed necessary or convenient for the purpose of conducting activities relating to the uses described herein.

5.3 Permits. Tenant shall secure all necessary permits relating to any work, maintenance, construction or improvement done by Tenant or Tenant's agents. If

Tenant constructs any building or improvement on the leased property, Tenant shall comply with the terms of this Lease Agreement, with the Building, Electrical, Mechanical, and Plumbing Codes of the City of San Angelo as adopted and amended by ordinance, with ordinances of the City of San Angelo, and with the laws of the State of Texas, so far as one or more of them may be applicable.

- 5.4 Maintenance. Tenant agrees, at Tenant's expense, to keep and maintain any and all structures in place, erected, or caused to be erected or placed on the Leased Premises in good and tenantable condition and appearance, and further agrees to keep said Premises in a neat, clean, and respectable condition by prompt removal of all trash, litter, debris, and junk, and will keep said Premises cleared of all objectionable matter.
- 5.5 Failure to Maintain. In the event Tenant shall fail to keep said Leased Premises maintained as herein required, as determined in the sole discretion of Landlord, then the Landlord, after notice to Tenant of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the Premises to be cleaned, cleared, mowed, or repaired, and Tenant expressly agrees that the cost of any such cleaning, clearing, mowing, or repairing shall be deemed additional rent, becoming past due thirty (30) days from the date on which any such work or repair is completed and notice of the amount due is given to Tenant, past due amounts to accrue interest at the rate of six (6) percent per annum beginning thirty (30) days from the date on which the work or repair was completed, was until paid in full.

6. RESERVATIONS, LIMITATIONS AND CONDITIONS.

- 6.1 Reservations. Landlord, 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 Premises, valid right-of-way easements for gas, oil, or water pipelines, telephone, cable, electric pole transmission lines, or other utility lines on said Premises, or any part thereof, and in such event this Lease Agreement shall be subject and subordinate to the rights, terms and privileges of any such oil, gas, and other mineral lease or such easements as may have been executed heretofore or hereafter by Landlord, its agents or assigns.
- 6.2 Easements. An easement across the Premises is hereby reserved and retained by Landlord for the purpose of laying sewer and water lines and/or for necessary rights-of-way for roads, alleys, or other throughways.
- 6.3 No Assignment or Subletting. Tenant may not transfer, assign or sublet this Lease Agreement, in whole or in part, without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord.
- 6.4 No Encumbrances. Tenant shall not have the right to encumber the Leased Premises without first securing written consent from Landlord given by authority of the City Council of the City of San Angelo; provided however, this provision

shall not prohibit Tenant from encumbering its personal property which may be removed from the realty without injury to the realty.

- 6.5 Landlord's Right to Enter. At all times during the term of the Lease Agreement, Landlord or its agents shall have the right to enter said Premises during reasonable hours for the purpose of examining and inspecting the same and determining whether Tenant shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease Agreement.

7. DEBTS RELATED TO LEASED PREMISES.

- 7.1 Taxes. Tenant shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease Agreement may be levied on or assessed against the Leased Premises and all interest therein and all improvements and other property thereon, whether belonging to Landlord or Tenant, or to which either of them may become liable. Tenant 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 TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS LANDLORD FROM ALL SUCH TAXES, CHARGES AND ASSESSMENTS. The provisions of this paragraph shall survive the expiration or termination of this agreement. Failure to pay such taxes and special assessments as provided herein shall, at the option of Landlord, result in termination of this Lease Agreement.

- 7.2 Incidental Charges. Tenant shall pay or cause to be paid all incidental charges, including, but not limited to, permit fees incurred in connection with its operations and use of the Leased Premises.

- 7.3 Utilities. Tenant shall pay or cause to be paid all charges for water, sewer, gas, electricity, telephone, trash pick-up, cable, and any and all other utilities or services used on the Leased Premises throughout the term of this Lease Agreement, including any connection fees.

8. COVERAGES.

8.1 INDEMNIFICATION AND INSURANCE.

See **Exhibit "A"** attached hereto and incorporated herein for all purposes.

9. SURRENDER OF PREMISES.

- 9.1 Restoration. Unless this Lease Agreement is terminated under Section 4.2, in which case the provisions of 4.2 apply, the Premises and any improvements and fixtures shall remain the property of Landlord. All improvements and fixtures restored to possession of Landlord, regardless of how this Lease Agreement is terminated, shall be in good condition (reasonable wear and tear, acts of nature, or casualties associated with civil disorders or military activities excepted).

9.2 Delivery. Tenant agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to Landlord upon termination of this Lease Agreement.

9.3 Abandoned Property. All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease Agreement shall be deemed abandoned by Tenant and shall become the property of Landlord.

10. MISCELLANEOUS.

10.1 Invalid or Illegal Provisions. If any clause or provision of this Lease Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease Agreement, then and in that event, it is the intent of the parties that the remainder of this Lease Agreement shall not be affected. It is also the intent of the parties to this Lease Agreement that in lieu of each clause or provision of this Lease Agreement that is illegal, invalid, or unenforceable, there are added as a part of this Lease Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.

10.2 Terms of the Essence. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AND PROGRAM AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE LANDLORD, AT ITS OPTION, TO TERMINATE THIS LEASE AND PROGRAM AGREEMENT. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NOT BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE AND PROGRAM AGREEMENT.

10.3 Remedies.

10.3.1 Upon Termination. Any termination of this Lease Agreement shall not relieve Tenant from the payment of any sum or sums that then shall be due and payable to Landlord hereunder, or any claim for damages then or theretofore accruing against Tenant hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Tenant for any default thereunder. The provisions of this paragraph shall survive the expiration or termination of this agreement.

10.3.2 Cumulative Remedies. All rights, options, and remedies of the parties contained in this Lease Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and either party shall have the right to pursue any one or all such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease Agreement. No waiver by Landlord of a breach of any of the covenants, conditions, agreements, or restrictions of this Lease Agreement shall be construed or held to be a waiver of any succeeding or

preceding breach of the same or any other covenant, condition, or restriction herein contained.

10.3.3 Right of Prevailing Party. If any legal action is brought by either of the parties hereto, it is expressly agreed that the prevailing party in such legal action shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded. For the purposes of this clause, the prevailing party is the party in whose favor final judgment is entered. In the event that declaratory or injunctive relief alone is granted, the court may determine which, if either, of the parties shall be considered to be the prevailing party. The amount of reasonable attorney's fees shall be determined by the court, in the trial of such action or in a separate action brought for that purpose. Attorney's fees awarded under the provisions of this paragraph shall be in addition to any other relief that may be awarded

10.4 Notices. Any notice required or permitted to be given to a party under this Lease Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next-day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Landlord:

City of San Angelo
72 W College Ave.
San Angelo, Texas 76903
Attn: Carl White

If to Tenant:

Texas Southwest Council
Boy Scouts of America
P. O. Box 1584
San Angelo, Texas 76902
Attn: Scout Executive

10.5 Amendments. No modification of this Lease Agreement shall be binding unless it be in writing and executed in due form by Landlord and Tenant.

10.6 Easements and Restrictions. Tenant takes this Lease Agreement and the Leased Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances, and regulations of competent governmental authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.

10.7 Relationship of Landlord and Tenant. The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

10.8 Headings. 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 Agreement.

10.9 Interpretation; Venue. This Lease Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

10.10 Anti-Discrimination. Tenant agrees that it will not violate any federal, state, civil rights, or discrimination laws. A finding of violation of any such laws by a trial court or appropriate state or federal agency is a material breach of this Lease Agreement which may result in the termination of this Lease Agreement or such other remedy as Landlord may deem appropriate.

10.11 Compliance with ADA. Tenant agrees to make any and all displays, events, or activities on Leased Premises accessible to individuals with disabilities in compliance with the Americans with Disabilities Act. Tenant further agrees to provide participants with necessary impairment aids.

10.12 Hold Over. It is distinctly understood and agreed by and between Landlord and Tenant that any holding over by Tenant of the herein demised Premises after the expiration of this Lease Agreement shall operate and be construed only as a tenancy from month to month, terminable at the will of Landlord.

10.13 Entire Agreement. The Lease Agreement constitutes the entire agreement between the parties hereto, and Landlord is not bound by any agreement, stipulation, or representation made by any agent, employee, or official of Landlord.

EXECUTED in duplicate originals on this the ____ day of _____, 2018.

LANDLORD: CITY OF SAN ANGELO, Texas

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

TENANT:
TEXAS SOUTHWEST COUNCIL OF THE
BOY SCOUTS OF AMERICA

By: _____

ITS: Scout Executive

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 2018, by **DANIEL VALENZUELA**, City Manager of the CITY OF SAN ANGELO, a Texas home rule municipal corporation on behalf of said corporation.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 2018, by **DEVIN KOEHLER**, Scout Executive for TEXAS SOUTHWEST COUNCIL BOY SCOUTS OF AMERICA, a Texas not for profit corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Carl White, Director of Parks & Rec.

Theresa James, City Attorney

EXHIBIT A
LEASE AGREEMENT

INSURANCE REQUIREMENTS

1 INDEMNIFICATION.

1.1 GENERAL INDEMNIFICATION. TENANT 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 TENANT 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 TENANT, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF TENANT AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE AND PROGRAM AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY TENANT HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AND PROGRAM AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE TENANT 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 Tenant for the purpose of complying with this Lease Agreement.

2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to Landlord 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 Tenant, with Landlord, 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. Tenant shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against Landlord, 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 Lease Agreement, Tenant shall furnish Landlord'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 Landlord not less than TEN (10) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Tenant and insurance company shall immediately provide written notice to Landlord'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 Landlord's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.
- 2.1.5 Tenant's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease Agreement. Tenant'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 Tenant to maintain adequate coverage shall not relieve Tenant of any contractual responsibility or obligation.
- 2.1.6 Contractors' Insurance. Tenant shall cause each Contractor and Sub-Contractor of Tenant to purchase and maintain insurance of the types and in the amounts specified below. Tenant shall require Contractors and Sub-contractors to furnish copies of certificates of insurance to Landlord's Risk Manager evidencing coverage for each Contractor and Sub-Contractor.
- 2.2 Types and Amounts of Insurance Required. Tenant shall obtain and continuously maintain in effect at all times during the term hereof, at Tenant's sole expense, insurance coverages as follows with limits not less than those set forth below:

TYPES OF COVERAGES

- 2.2.1 Commercial General Liability. 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 Landlord as long as Landlord owns such buildings.

[End of Exhibit A]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Second reading and adoption of an ordinance approving Case CP18-01, an amendment to the Comprehensive Plan, changing certain lands from the "Neighborhood Center" to the "Commercial" Future Land Use Category, being 7.2 acres located at 717-729 West 29th Street and 2825-2929 North Bryant Boulevard; changing certain lands from the "Industrial" to the "Commercial" Future Land Use Category, being 3.56 acres located at 2609-2635 North Bryant Boulevard and 606-610 Art Street.; and changing certain lands from the "Neighborhood Center" to the "Industrial" Future Land Use Category, being an unaddressed 2.64-acre tract located southwest of West 29th Street and North Bryant Boulevard (James)

Summary/History:

These properties are currently zoned Light Manufacturing (ML), yet all are commercial businesses classified as "Retail Sales & Services." Retail Sales & Services is only allowed in the ML Zoning District with a Conditional Use, and the majority of the properties do not have Conditional Uses allowing them to legally operate. Staff is proposing a rezoning to the General Commercial (CG) Zoning District. The City is initiating an amendment of the Future Land Use (FLU) designations of those same properties, plus eight additional properties that are to the south and front on North Bryant to more appropriate designations that reflect both current and expected development patterns for this area. Today, this section of North Bryant and West 29th Street have FLU designations of Neighborhood Center and Industrial. Planning Staff believes that a FLU of Commercial is more appropriate than Neighborhood Center and Industrial for all the properties except one, which has a dual FLU of Neighborhood Center and Industrial. This property belongs to Hirschfeld Steel and should be entirely designated with a FLU of Industrial.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on February 19, 2018, where they recommended APPROVAL unanimously. City Council voted unanimously to APPROVE on first reading the proposed amendment on March 20, 2018.

Attachments:

- | | |
|---------------------------|---|
| 1. Staff Report (CP & RZ) | PL_Staff Report CP18-01 & Z18-04 COSA (Savy Tattoos).docx |
| 2. Draft Ordinance (CP) | CP18-01 Ordinance_FINAL.docx |

Presentation:

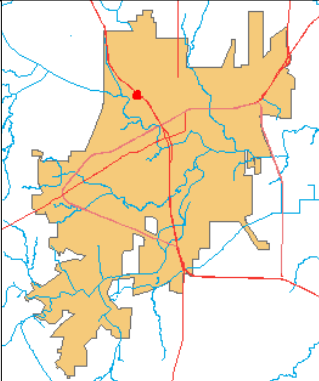
Jon James

Approvals/Reviews:

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

CITY COUNCIL – MARCH 20, & APRIL 3, 2018
STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning & Comprehensive Plan Amendments		Z18-04: City of San Angelo & CP18-01: City of San Angelo	
SYNOPSIS:			
This is a City-initiated application to rezone five properties on the northwest and southwest side of the intersection of North Bryant Boulevard and West 29th Street. These properties are currently zoned Light Manufacturing (ML), yet all are commercial businesses classified as “Retail Sales & Services.” Retail Sales & Services is only allowed in the ML Zoning District with a Conditional Use, and the majority of the properties do not have Conditional Uses allowing them to legally operate. There is a Conditional Use application, CU18-01: Savy Tattoos, which is running concurrently with this rezoning request. If approved, the Conditional Use will allow that applicant the ability to open her business sooner than the rezoning will allow, and will be removed once/if this rezoning is approved by City Council. Staff is proposing a rezoning to the General Commercial (CG) Zoning District. The City is also initiating an amendment of the Future Land Use (FLU) designations of those same properties, plus eight additional properties that are to the south and front on North Bryant to more appropriate designations that reflect both current and expected development patterns for this area. Today, this section of North Bryant and West 29th Street have FLU designations of Neighborhood Center and Industrial. Planning Staff believes that a FLU of Commercial is more appropriate than Neighborhood Center and Industrial for all the properties except one, which has a dual FLU of Neighborhood Center and Industrial. This property belongs to Hirschfeld Steel and should be entirely designated with a FLU of Industrial.			
LOCATION:		LEGAL DESCRIPTION:	
717-729 West 29th Street and 2609, 2615, 2619, 2623, 2635, 2825, 2829, 2831, 2901, and 2929 North Bryant Boulevard		Being a total of 12.48 acres out of the Concho Valley Industrial Park Addition, Block 1, Lots 1, 2, & Block 2, Lots 1, 2, 4A, 5, 18 and the Aileen Subdivision, Block 1, and the Ramos Subdivision, Block 1, Lot 3, and the SABP North Subdivision, Block 1, Lot 1, and the FE Cramer Survey, Abstract A-0112, S-0318, and the Joseph Heckel Survey, A-0353,	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FLU:
SMD District #4 – Lucy Gonzales Blackshear Neighborhood	ML – Light Industrial & CG/CH – General Commercial/Heavy Commercial	Neighborhood Center & Industrial	SIZE: 12.48 acres (Comp) 4.65 acres (RZ)
THOROUGHFARE PLAN:			
North Bryant Boulevard – TxDOT Urban Major Arterial, Required 80’ min. ROW, 64’ min. pavement. Actual 150’ ROW, 80’ pavement. West 29th Street – Urban Minor Arterial, Required 80’ min. ROW, 64’ min. pavement. Actual 80’ ROW, 50’ pavement.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, APPROVAL of the Comprehensive Plan Amendment, changing lands from the “Neighborhood Center” Future Land Use category to the “Commercial” Future Land Use category, APPROVAL of the Comprehensive Plan Amendment, changing lands from the “Neighborhood Center” Future Land Use category to the “Industrial” Future Land Use category, and APPROVAL of the Comprehensive Plan Amendment, changing lands from the “Industrial” Future Land Use category to the “Commercial” Future Land Use category.			
PROPERTY OWNER/PETITIONER:			
Petitioner: COSA, Planning			
STAFF CONTACT:			
Kristina Heredia Staff Planner (325) 657-4210, Extension 1546 kristina.heredia@cosatx.us			

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The Comprehensive Plan calls for areas of higher-intensity commercial corridors to be located adjacent to industrial areas. Currently the industrial sector is adjacent to areas that have a Future Land Use (FLU) designation of Neighborhood Center, which was created for low-intensity commercial uses. Since the primary use in the Industrial areas is Hirschfeld Steel, and there is no expectation that their operations will move, amending the FLU from “Neighborhood Center” to the more appropriate “Commercial” will allow this area to continue to progress in a manner compatible with existing development
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* Aside from Hirschfeld Steel, the majority of businesses in this corridor are commercial in nature, with most of them falling under the “Retail Sales & Services” land use category. While this land use is allowed in the Light Manufacturing (ML) zoning district with a Conditional Use, it would appear to be logical to rezone the intersection of North Bryant Boulevard and West 29th Street to commercial given that the land is fully developed and there is no reason, with current development patterns, to anticipate this intersection reverting to industrial operations. Rezoning these properties to General Commercial not only brings all of them lacking a CU into compliance, but will enable them the ability to develop and expand without amending or applying for conditional uses.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* As indicated above, the subject properties are located within a commercial corridor along North Bryant and West 29th Street that has an industrial company directly behind them to the southwest. While it makes sense to continue utilizing a Light Manufacturing Zoning District and an Industrial FLU designation for Hirschfeld Steel, it would more appropriate for the commercial businesses to be within a commercial designation. These properties have developed in a commercial capacity, which follows the progression of commercial businesses already in existence in that section of North Bryant Boulevard.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The conditions have changed from what was originally intended by City Council as an area saturated with industrial development to an area that caters to both large sections of industrial and commercial development. Allowing the rezoning and the amendments to the Comprehensive Plan would allow the City to recognize the growth patterns that this particular corridor portrays.

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.* Since this area is fully developed, Staff does not believe there would be any detriment to the environment. As businesses remodel and/or expand there is the potential for temporary construction pollution, however the impacts felt here would be comparable to commercial impacts felt elsewhere.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The community need in the area appears to be for commercial entities, given that both sides of North Bryant contain commercial businesses, and that the eastern side of North Bryant already has commercial zoning in place.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The subject section of North Bryant is fully developed. While Hirschfeld Steel can continue to expand and grow, it is unlikely that the development directly adjacent to North Bryant will evolve from commercial to industrial. Rather, the industrial growth seems to be expanding westward, with access off of the perpendicular streets, such as West 29th. Allowing the rezoning and Comprehensive Plan Amendment to update to commercial will allow the development of this area to commence without being impeded.

Notifications:

27 notifications were sent out to property owners with 200 feet on February 5, 2018. Staff has received three responses in favor and zero responses in opposition. None of the letters received in favor had commentary, and are notated on the Notification Map below.

Planning Commission Recommendation:

On February 19, 2018 the Planning Commission recommended **APPROVAL** of a Rezoning from the Light Manufacturing (ML) Zoning District to the **General Commercial (CG) Zoning District**, and **APPROVAL** of 3 Amendments to the Comprehensive Plan, changing lands from the “Neighborhood Center” Future Land Use category to the “Commercial” Future Land Use category, changing lands from the “Neighborhood Center” Future Land Use category to the “Industrial” Future Land Use category, and changing lands from the “Industrial” Future Land Use category to the “Commercial” Future Land Use category.

The following is the complete excerpt of the minutes from the meeting for this case:

- A. **City of San Angelo / Savy Tattoos**
 - i. **CP18-01: City of San Angelo**
 - ii. **Z18-04: City of San Angelo**
 - iii. **CU18-01: Savy Tattoos**

Items i, ii, and iii above pertain to several related properties and were therefore presented as one item with three separate motions.

Kristina Heredia, Planner, presented the proposed Comprehensive Plan Amendments, Rezoning, and Conditional Use requests. She outlined for the Commission the subject areas for each of the three cases. Ms. Heredia explained that the Conditional Use request was to allow retail sales and service in the Light Manufacturing (ML) Zoning District; the Rezoning from ML to General Commercial (CG) to recognize retail commercial uses at the subject intersection; and the Comprehensive Plan Amendments to reflect the current land uses as well. Ms. Heredia outlined Staff's rationale for approval of the requests on the grounds that approving the Conditional Use would allow the applicant to open her business sooner; that the Rezoning from ML to CG would allow the retail stores in the area by right; and that North Bryant Boulevard is developing as a strong commercial corridor. Ms. Heredia concluded her presentation by indicating that staff received one letter in favor of the conditional use, three in favor of the rezoning and comprehensive plan amendments, and none in opposition to any of the proposed requests.

Vice Chairperson Jackson opened the meeting for public comment. There was no public comment.

Commissioner Stribling made a motion to recommend APPROVAL of the three proposed Comprehensive Plan Amendments as presented, being 7.25-acres located at 717-729 West 29th Street and 2825-2929 North Bryant Boulevard from "Neighborhood Center" to "Commercial"; 2.79-acres located at 2609-2635 North Bryant Boulevard and 606-610 Art Street from "Industrial" to "Commercial"; and an unaddressed 1.48-acre tract located southwest of West 29th Street and North Bryant Boulevard from "Neighborhood Center" to "Industrial". Commissioner Uherik seconded the motion. The motion passed unanimously, 4-0.

Commissioner Stribling made a motion to recommend APPROVAL of the proposed Rezoning on 4.65 acres located at 717-729 West 29th Street and 2829-2901 North Bryant Boulevard from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District. Commissioner Uherik seconded the motion. The motion passed unanimously, 4-0.

Commissioner Uherik made a motion to APPROVE the proposed Conditional Use on 2.35 acres located at 717 and 729 West 29th Street and 2829 North Bryant Boulevard to allow Retail Sales and Services in the Light Manufacturing (ML) Zoning District. Commissioner Stribling seconded the motion. The motion passed unanimously, 4-0.

Attachments:

List of Properties
Aerial Map
Zoning Map
Future Land Use Map
Notification Map
Site Plan Photographs

List of Properties involved in the Rezoning and Comprehensive Plan Amendment

Properties to be rezoned from ML to CG:

1. Stripes
2. Julio's Burritos
3. Los Caballos Vet Clinic
4. Cowhand Saddlery & Savy Tattoos (same property)
5. Chicken Express

Properties to have their FLU Amended from Neighborhood Center to Commercial

1. Airgas
2. Stripes
3. Julio's Burritos
4. Los Caballos Vet Clinic
5. Cowhand Saddlery & Savy Tattoos (same property)
6. Chicken Express.
7. John's Tire Shop

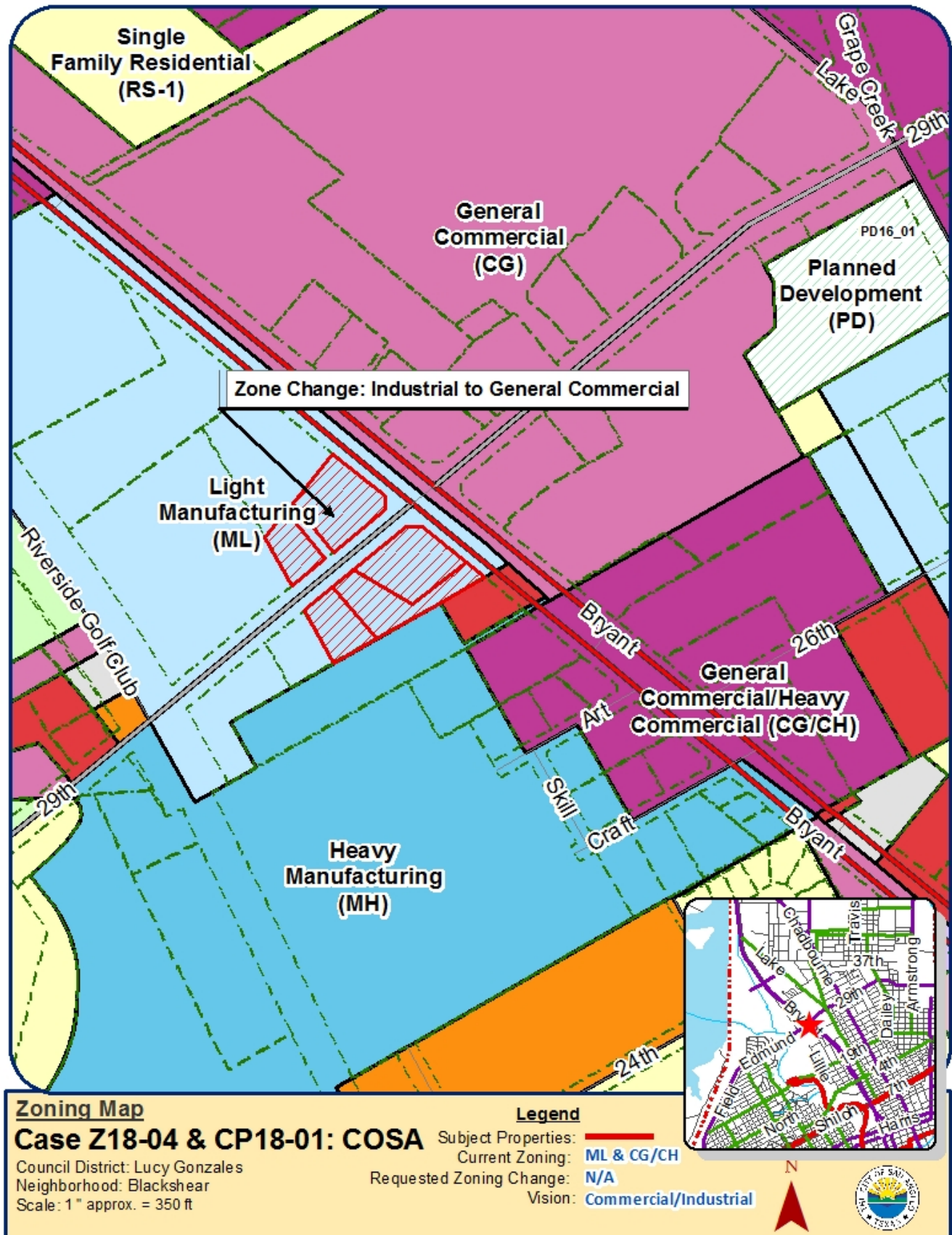
Property to have its FLU Amended from Neighborhood Center to Industrial

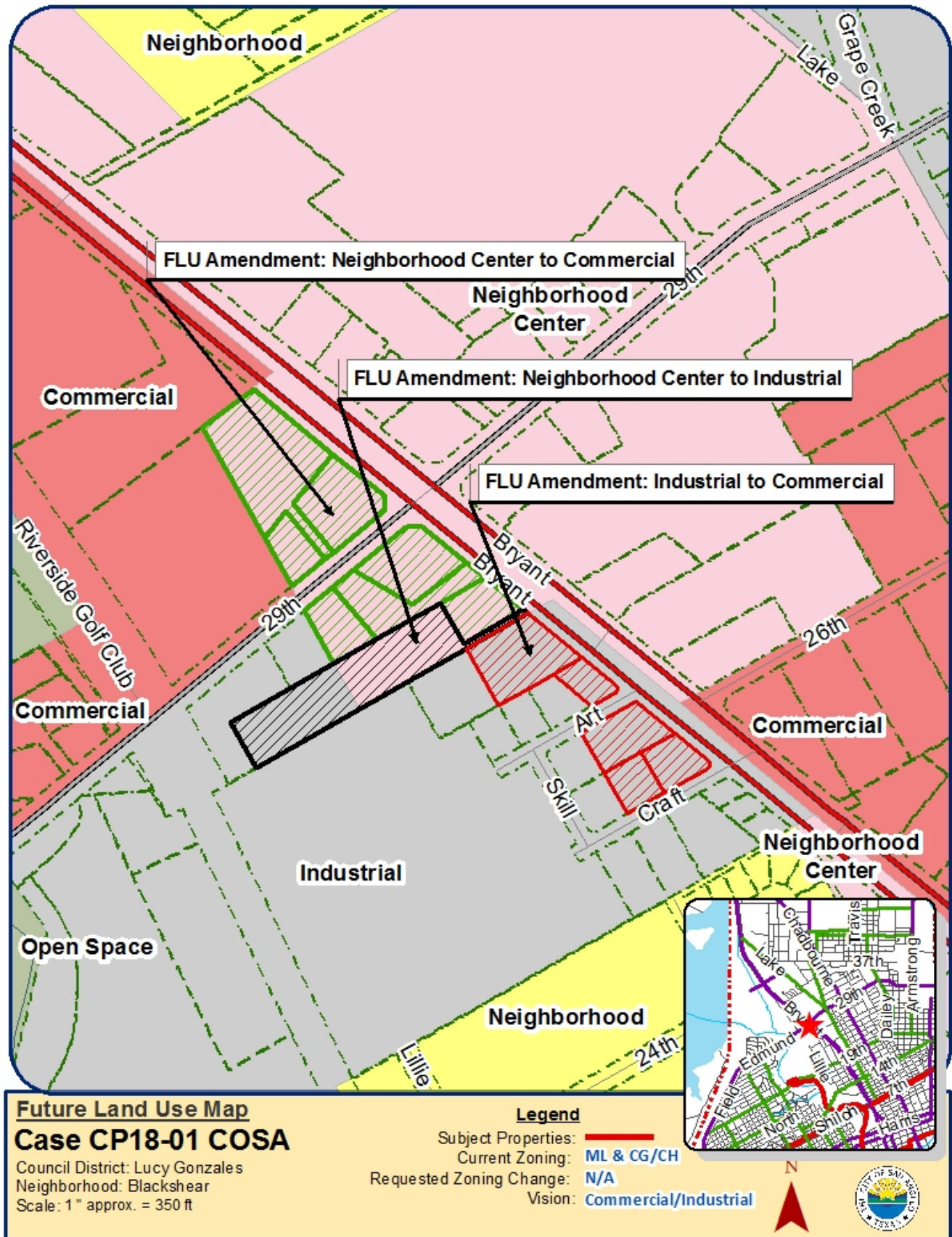
1. Hirschfeld Steel

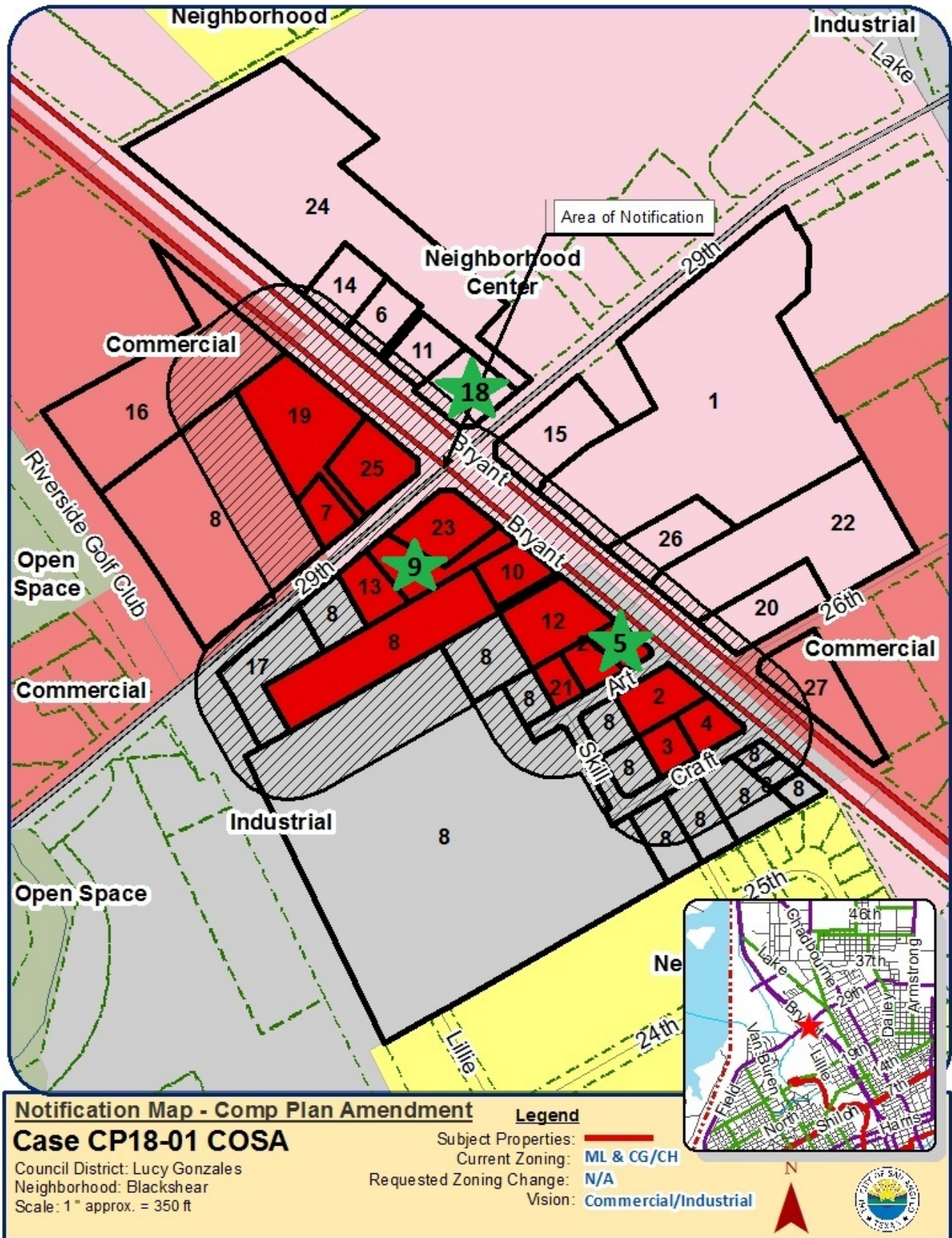
Properties to have their FLU Amended from Industrial to Commercial

1. Kuntz Appliances (Currently vacant building)
2. Domino's Pizza & Pronto Check Cashing
3. Mrs. Baird's Bakery Outlet
4. West Central Wireless









Site Photos

Intersection to be Rezoned to CG, Looking West
(North Bryant Boulevard and West 29th Street)



Looking Southwest down North Bryant at Properties to have an Amended FLU
(FLU amendments start with Airgas)



Looking Northwest up North Bryant at Properties to have an Amended FLU
(FLU amendments ends with West Central Wireless)



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS, BEING **717 West 29th Street, 720 West 29th Street, 729 West 29th Street, 2825 North Bryant Boulevard, 2829 North Bryant Boulevard, 2831 North Bryant Boulevard, 2901 North Bryant Boulevard and 2929 North Bryant Boulevard, City of San Angelo, Texas, compromising a total of 7.25 acres, FROM "NEIGHBORHOOD CENTER" TO "COMMERCIAL;" A portion of Concho Valley Industrial Park Addition, Section 2 Replat, Block 2, Lot 5, City of San Angelo, Texas, compromising a total of 1.48 acres, FROM "NEIGHBORHOOD CENTER" TO "INDUSTRIAL;" AND 2609 North Bryant Boulevard, 2615 North Bryant Boulevard, 2619 North Bryant Boulevard, 2623 North Bryant Boulevard and 2635 North Bryant Boulevard, City of San Angelo, Texas, compromising a total of 2.79 acres FROM "INDUSTRIAL" TO "COMMERCIAL" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

CP18-01

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

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

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

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code

regarding adoption and amendment of the City's Comprehensive Plan, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that revision of the Comprehensive Plan and Future Land Use Map changes should be made as set out herein;

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designations of the following described parcels as outlined below:

717 West 29th Street, 720 West 29th Street, 729 West 29th Street, 2825 North Bryant Boulevard, 2829 North Bryant Boulevard, 2831 North Bryant Boulevard, 2901 North Bryant Boulevard and 2929 North Bryant Boulevard, City of San Angelo, Texas, from "Neighborhood Center" to "Commercial;"

A portion of Concho Valley Industrial Park Addition, Section 2 Replat, Block 2, Lot 5, City of San Angelo, Texas, from "Neighborhood Center" to "Industrial;"

2609 North Bryant Boulevard, 2615 North Bryant Boulevard, 2619 North Bryant Boulevard, 2623 North Bryant Boulevard and 2635 North Bryant Boulevard, City of San Angelo, Texas, from "Industrial" to "Commercial;"

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendments, as further depicted on **Exhibit A** of this Ordinance.

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

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

INTRODUCED on the **20th day of March, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of April, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

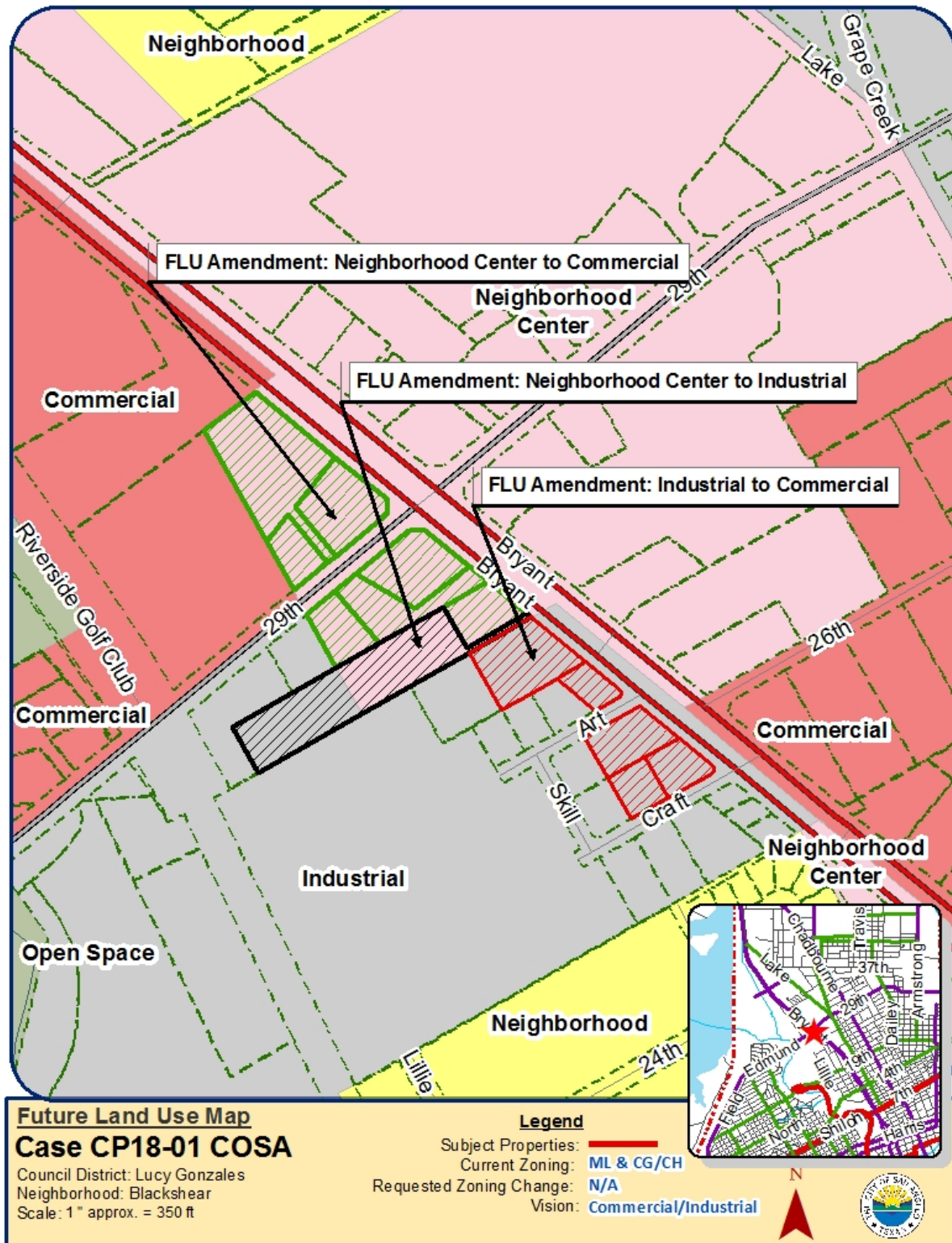
ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit A



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Second reading and adoption of an ordinance approving Case Z18-04, a rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, being 4.65 acres located at 717-729 West 29th Street and 2829-2901 North Bryant Boulevard (James)

Summary/History:

This is a City-initiated application to rezone five properties on the northwest and southwest side of the intersection of North Bryant Boulevard and West 29th Street. These properties are currently zoned Light Manufacturing (ML), yet all are commercial businesses classified as "Retail Sales & Services." Retail Sales & Services is only allowed in the ML Zoning District with a Conditional Use, and the majority of the properties do not have Conditional Uses allowing them to legally operate. Staff is proposing a rezoning to the General Commercial (CG) Zoning District.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on February 19, 2018, where they recommended APPROVAL unanimously. City Council voted unanimously to APPROVE on first reading the proposed rezoning on March 20, 2018.

Attachments:

- | | | |
|----|------------------------|---|
| 1. | Staff Report (CP & RZ) | PL_Staff Report CP18-01 & Z18-04 COSA (Savy Tattoos).docx |
| 2. | Draft Ordinance (RZ) | Z18-04 Ordinance_FINAL.docx |

Presentation:

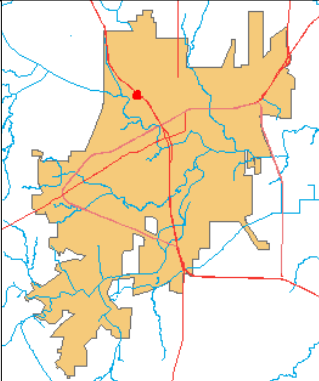
Jon James

Approvals/Reviews:

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

CITY COUNCIL – MARCH 20, & APRIL 3, 2018
STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning & Comprehensive Plan Amendments		Z18-04: City of San Angelo & CP18-01: City of San Angelo	
SYNOPSIS:			
This is a City-initiated application to rezone five properties on the northwest and southwest side of the intersection of North Bryant Boulevard and West 29th Street. These properties are currently zoned Light Manufacturing (ML), yet all are commercial businesses classified as “Retail Sales & Services.” Retail Sales & Services is only allowed in the ML Zoning District with a Conditional Use, and the majority of the properties do not have Conditional Uses allowing them to legally operate. There is a Conditional Use application, CU18-01: Savy Tattoos, which is running concurrently with this rezoning request. If approved, the Conditional Use will allow that applicant the ability to open her business sooner than the rezoning will allow, and will be removed once/if this rezoning is approved by City Council. Staff is proposing a rezoning to the General Commercial (CG) Zoning District. The City is also initiating an amendment of the Future Land Use (FLU) designations of those same properties, plus eight additional properties that are to the south and front on North Bryant to more appropriate designations that reflect both current and expected development patterns for this area. Today, this section of North Bryant and West 29th Street have FLU designations of Neighborhood Center and Industrial. Planning Staff believes that a FLU of Commercial is more appropriate than Neighborhood Center and Industrial for all the properties except one, which has a dual FLU of Neighborhood Center and Industrial. This property belongs to Hirschfeld Steel and should be entirely designated with a FLU of Industrial.			
LOCATION:		LEGAL DESCRIPTION:	
717-729 West 29th Street and 2609, 2615, 2619, 2623, 2635, 2825, 2829, 2831, 2901, and 2929 North Bryant Boulevard		Being a total of 12.48 acres out of the Concho Valley Industrial Park Addition, Block 1, Lots 1, 2, & Block 2, Lots 1, 2, 4A, 5, 18 and the Aileen Subdivision, Block 1, and the Ramos Subdivision, Block 1, Lot 3, and the SABP North Subdivision, Block 1, Lot 1, and the FE Cramer Survey, Abstract A-0112, S-0318, and the Joseph Heckel Survey, A-0353,	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FLU:
SMD District #4 – Lucy Gonzales Blackshear Neighborhood	ML – Light Industrial & CG/CH – General Commercial/Heavy Commercial	Neighborhood Center & Industrial	SIZE: 12.48 acres (Comp) 4.65 acres (RZ)
THOROUGHFARE PLAN:			
North Bryant Boulevard – TxDOT Urban Major Arterial, Required 80’ min. ROW, 64’ min. pavement. Actual 150’ ROW, 80’ pavement. West 29th Street – Urban Minor Arterial, Required 80’ min. ROW, 64’ min. pavement. Actual 80’ ROW, 50’ pavement.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, APPROVAL of the Comprehensive Plan Amendment, changing lands from the “Neighborhood Center” Future Land Use category to the “Commercial” Future Land Use category, APPROVAL of the Comprehensive Plan Amendment, changing lands from the “Neighborhood Center” Future Land Use category to the “Industrial” Future Land Use category, and APPROVAL of the Comprehensive Plan Amendment, changing lands from the “Industrial” Future Land Use category to the “Commercial” Future Land Use category.			
PROPERTY OWNER/PETITIONER:			
Petitioner: COSA, Planning			
STAFF CONTACT:			
Kristina Heredia Staff Planner (325) 657-4210, Extension 1546 kristina.heredia@cosatx.us			

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

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The following is the complete excerpt of the minutes from the meeting for this case:

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List of Properties
Aerial Map
Zoning Map
Future Land Use Map
Notification Map
Site Plan Photographs

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1. Stripes
2. Julio's Burritos
3. Los Caballos Vet Clinic
4. Cowhand Saddlery & Savy Tattoos (same property)
5. Chicken Express

Properties to have their FLU Amended from Neighborhood Center to Commercial

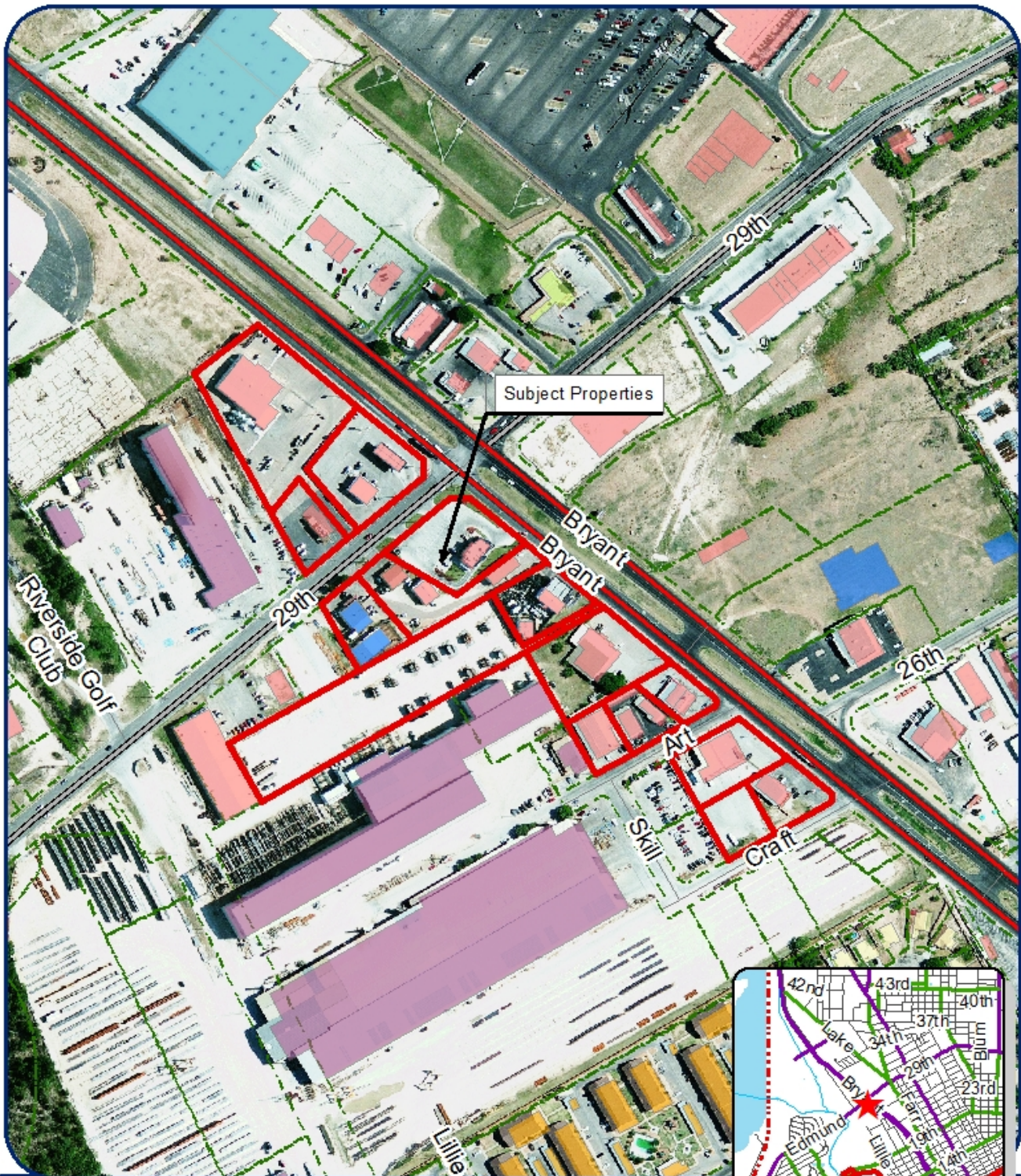
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Property to have its FLU Amended from Neighborhood Center to Industrial

1. Hirschfeld Steel

Properties to have their FLU Amended from Industrial to Commercial

1. Kuntz Appliances (Currently vacant building)
2. Domino's Pizza & Pronto Check Cashing
3. Mrs. Baird's Bakery Outlet
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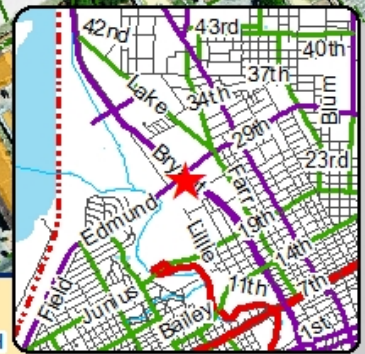
Aerial Map

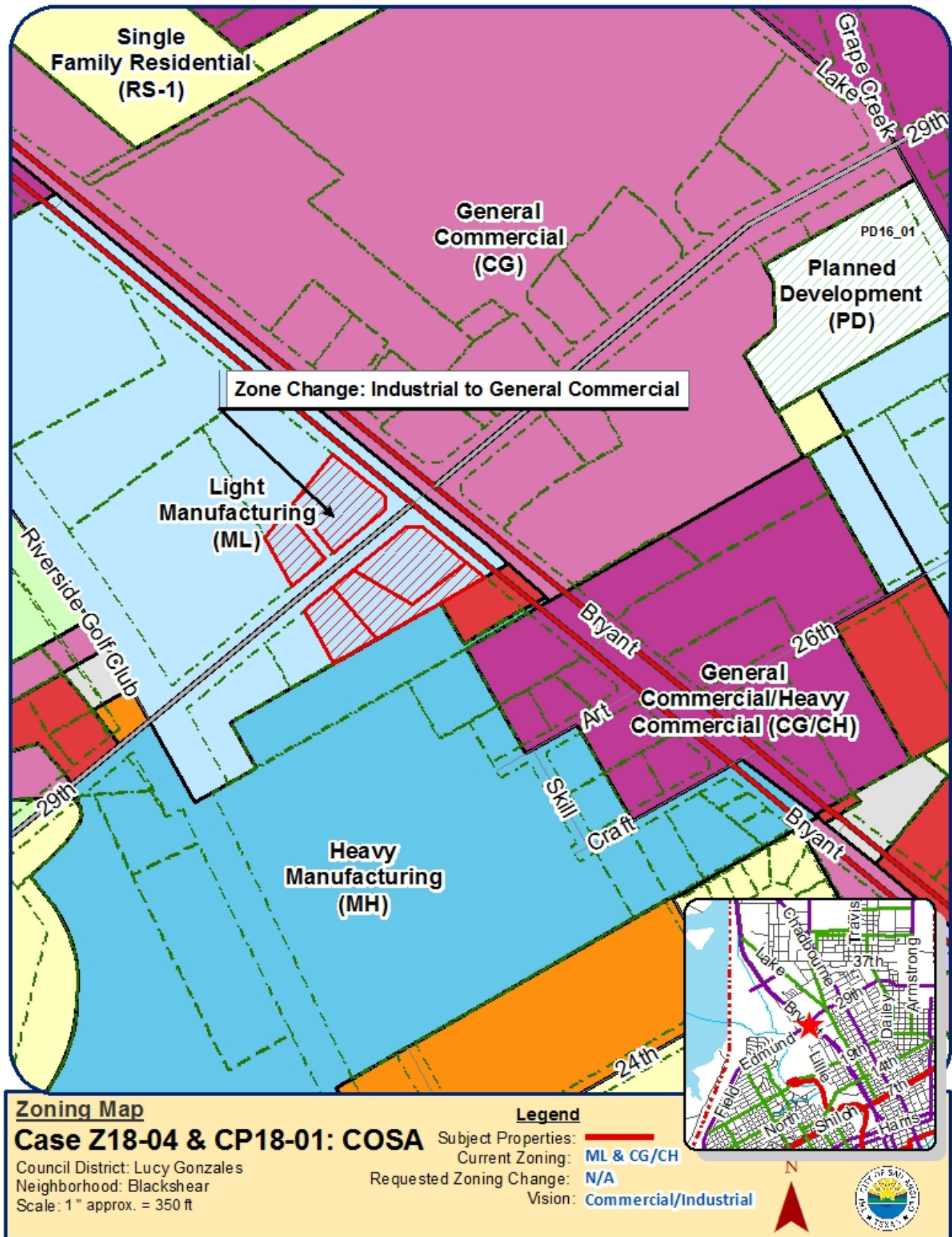
Case CP18-01 COSA

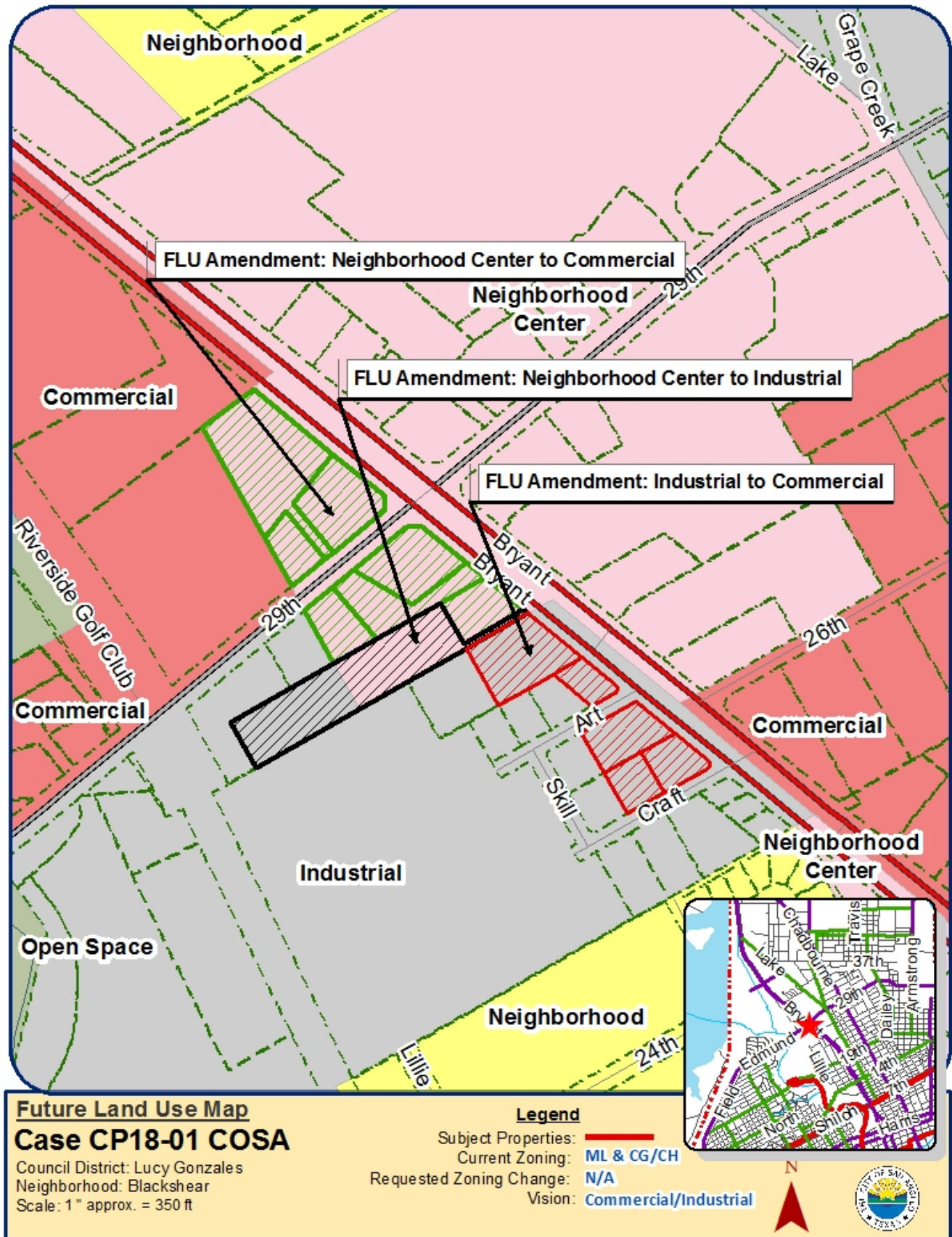
Council District: Lucy Gonzales
Neighborhood: Blackshear
Scale: 1" approx. = 300 ft

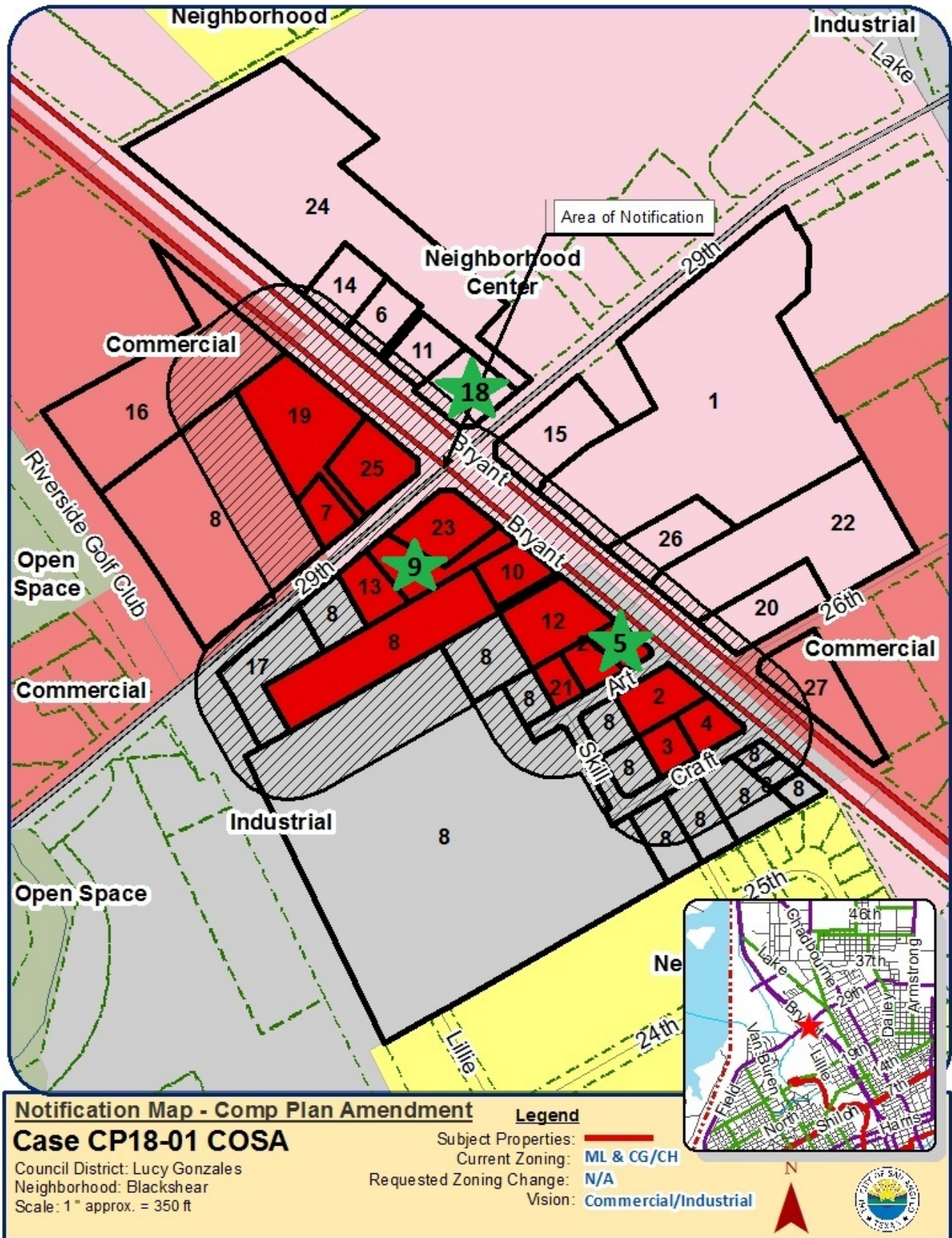
Legend

Subject Properties: —
Current Zoning: ML & CG/CH
Requested Zoning Change: N/A
Vision: Commercial/Industrial









Site Photos

Intersection to be Rezoned to CG, Looking West
(North Bryant Boulevard and West 29th Street)



Looking Southwest down North Bryant at Properties to have an Amended FLU
(FLU amendments start with Airgas)



Looking Northwest up North Bryant at Properties to have an Amended FLU
(FLU amendments ends with West Central Wireless)



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTIES: **717 West 29th Street, 720 West 29th Street, 729 West 29th Street, 2829 North Bryant Boulevard, 2831 North Bryant Boulevard and 2901 North Bryant Boulevard, City of San Angelo, Texas, compromising a total of 4.65 acres,** FROM LIGHT MANUFACTURING (ML) ZONING DISTRICT TO GENERAL COMMERCIAL (CG) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z18-04

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed General Commercial District (CG); and,

WHEREAS, on the 20th day of March, 2018, City Council held a public hearing on Z18-04, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned GENERAL COMMERCIAL (CG) District:

The real property located at 717 West 29th Street, 720 West 29th Street, 729 West 29th Street, 2829 North Bryant Boulevard, 2831 North Bryant Boulevard and 2901 North Bryant Boulevard compromising a total of 4.65 acres.

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

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

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

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

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

INTRODUCED on the **20th day of March, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of April, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

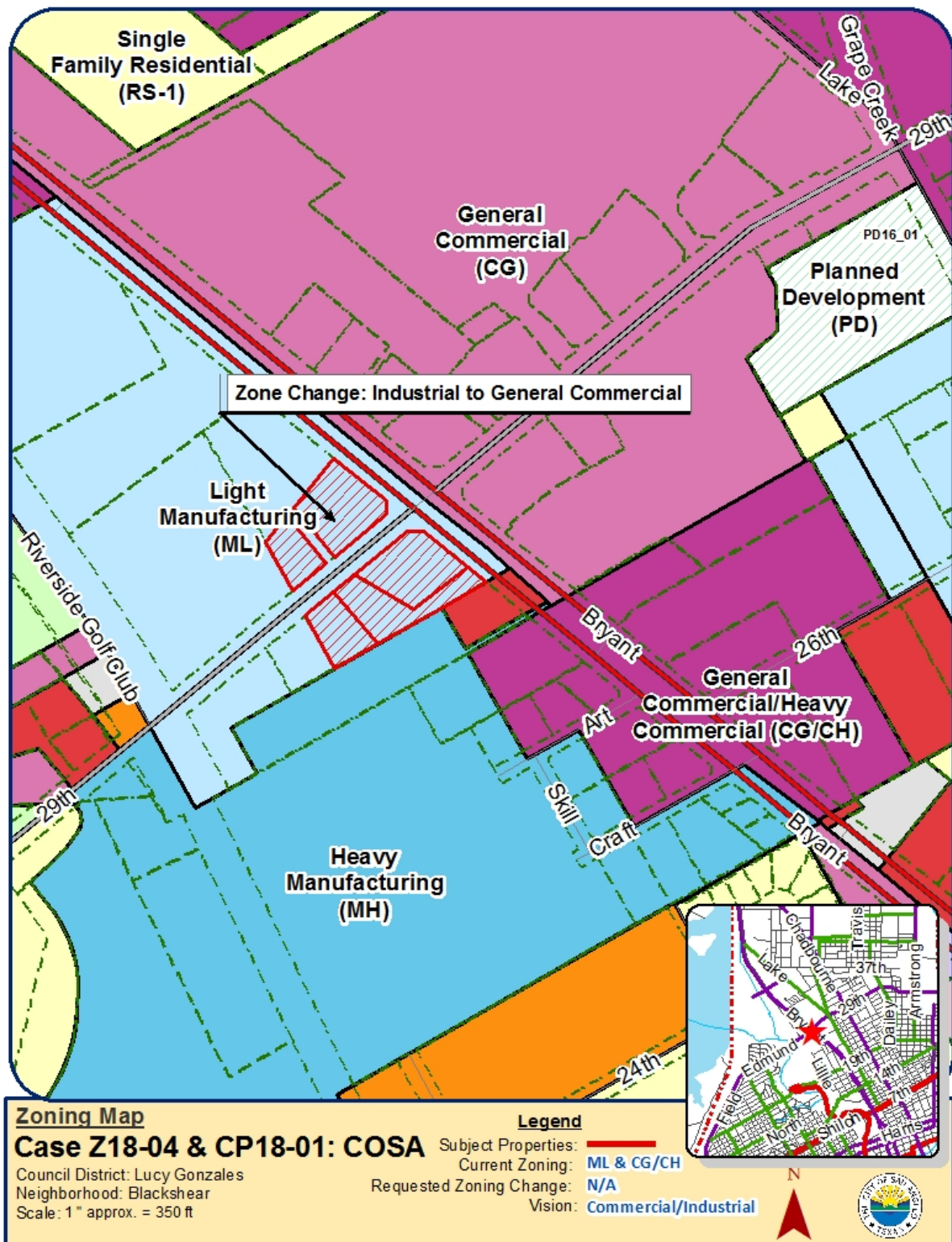
ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit A



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Second reading and adoption of an ordinance approving Case CP18-02, an amendment to the City's Comprehensive Plan, changing certain lands from the "Neighborhood" to the "Neighborhood Center" Future Land Use Category, being 1.2 acres located at 530 West Avenue T, and 509, 517, and 535 West Avenue S (James)

Summary/History:

Segunda Iglesia Bautista is a church located in the Single Family Residential (RS-1) Zoning District. The church has expanded several times over the last few decades and has multiple Conditional Uses in place. The church owns a vacant lot directly behind their sanctuary that they would like to utilize for overflow parking. The church has two different Future Land Use (FLU) designations on their property: Neighborhood and Neighborhood Center. A Neighborhood Center FLU is more compatible with the church and CN zoning than a Neighborhood FLU, so Planning is seeking a City-initiated Comprehensive Plan Amendment to expand the current boundary of the Neighborhood Center FLU designation to include all of the church's property on that block.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on February 19, 2018, where they recommended APPROVAL unanimously. City Council voted unanimously to APPROVE on first reading the proposed amendment on March 20, 2018.

Attachments:

- | | | |
|----|------------------------|---|
| 1. | Staff Report (CP & RZ) | PL_Staff Report CP18-02 & Z18-03 COSA (Segunda Bautista).docx |
| 2. | Draft Ordinance (CP) | CP-18-02 Ordinance_FINAL.docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Bryan Kendrick

Approved
Final Approval

CITY COUNCIL – MARCH 20, & APRIL 3, 2018
STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning & Comprehensive Plan Amendments		Z18-03: Segunda Iglesia Bautista & CP18-02: City of San Angelo	
SYNOPSIS:			
Segunda Iglesia Bautista is a church located in the Single Family Residential (RS-1) Zoning District. The church has expanded several times over the last few decades and has multiple Conditional Uses in place. The church owns a vacant lot directly behind their sanctuary that they would like to utilize for overflow parking. Rather than add an additional Conditional Use to their property, Planning Staff believes it would be more beneficial to the church if they had their zoning changed from RS-1 to the more appropriate Neighborhood Commercial (CN). Furthermore, the church has two different Future Land Use (FLU) designations on their property: Neighborhood and Neighborhood Center. A Neighborhood Center FLU is more compatible with the church and CN zoning than a Neighborhood FLU, so Planning is seeking a City-initiated Comprehensive Plan Amendment to expand the current boundary of the Neighborhood Center FLU designation to include all of the church's property on that block.			
LOCATION:		LEGAL DESCRIPTION:	
<u>Zone Change:</u> 530 West Avenue T and 535 West Avenue S <u>Comp Plan Amendment:</u> 530 West Avenue T, and 509, 517 and 535 West Avenue S		Being a total of 1.2 acres out the La Villita Heights Addition, Block 4, Lots 1-3 and Lots 9-12, City of San Angelo, Texas.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #3 – Harry Thomas Rio Vista Neighborhood	RS-1 – Single Family Residential	Neighborhood Center & Neighborhood	1.2 acres (Comp) 0.85 acres (RZ)
THOROUGHFARE PLAN:			
<u>West Avenue T</u> –Urban Local Street, Required 50' min. ROW, 36' min. pavement with sidewalk, 40' without sidewalk. Actual 56' ROW, 35' paving width without sidewalk <u>West Avenue S</u> –Urban Local Street, Required 50' min. ROW, 36' min. pavement with sidewalk, 40' without sidewalk. Actual 65' ROW, 30' paving width without sidewalk			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Rezoning from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, and APPROVAL of the Comprehensive Plan Amendment, changing lands from the "Neighborhood" Future Land Use category to the "Neighborhood Center" Future Land Use category			
PROPERTY OWNER/PETITIONER:			
<u>Property Owner:</u> Segunda Iglesia Bautista <u>Petitioner:</u> COSA, Planning			
STAFF CONTACT:			
Kristina Heredia Staff Planner (325) 657-4210, Extension 1546 kristina.heredia@cosatx.us			

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* Half of the occupied property of the church has an FLU of Neighborhood Center. Expanding this to include the whole church and their proposed new parking lot aligns with the expectations of longevity for this land use. This church has been at this location since 1964 and has continued to grow over the decades. Updating the Comprehensive Plan to reflect this will allow for the continued growth of this establishment.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* While a religious institution can take advantage of any zoning district, it requires a Conditional Use to reside within a residentially zoned area. This church has been a part of their neighborhood for over five decades: their first expansion was over 45 years ago, in 1972. As the church grew, it continued to seek variances and Conditional Uses to allow for the legal expansion of their property. Changing their zoning to Neighborhood Commercial will help solidify their standing as a growing and supportive beacon in this community.
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.* Expanding the boundary of the FLU to incorporate the whole church and parking lot will also mean that two residential properties will also be included in this expansion of FLU designation. However, one of these properties is vacant and dilapidated, and both properties are being pursued by the church for purchase. As the church continues to grow and expand their future expectations are to utilize both of these lots, which would then make these two lots compatible with a FLU of Neighborhood Center.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* Approving the rezoning to Neighborhood Center will allow the church to utilize their vacant property for parking without having to go through the process of another Conditional Use. The church understands that expanding their use to their vacant lot will mean they will have to abide by the regulations in the Zoning Ordinance regardless of their Zoning District. To the end, they have agreed to provide a privacy fence to protect the adjacent property owner.
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.* Since this rezoning and FLU amendment are occurring on property that is already developed, with the exception of the vacant lot mentioned above, there is little adverse impact anticipated. There may be minor air and noise pollution as the church builds a privacy fence or paves parking, but those would be temporary.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The community need in the area appears to be for the continued presence of the church, as the church has been functioning for over 54 years and has active plans to purchase the surrounding properties as they become available so they can expand.
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.* Since the area has a FLU of Neighborhood Center that extends to half of the church's property, allowing the block to be incorporated into this FLU designation would not only follow the future development patterns anticipated by the City, but also allow for the present development patterns of the church to continue.

Notifications:

30 notifications were sent out to property owners with 200 feet on February 5, 2018. Staff has received zero responses in favor and zero responses in opposition.

Planning Commission Recommendation:

On February 19, 2018 the Planning Commission recommended **APPROVAL** of a Rezoning from the Single-Family Residential (RS-1) Zoning District to the **Neighborhood Commercial (CG) Zoning District**, and **APPROVAL** of an Amendment to the Comprehensive Plan, changing lands from the "Neighborhood" Future Land Use category to the "Neighborhood Center" Future Land Use category.

The following is the complete excerpt of the minutes from the meeting for this case:

City of San Angelo / Segunda Iglesia Bautista

- i. **CP18-02: City of San Angelo**
- ii. **Z18-03: Segunda Iglesia Bautista**

Items i and ii above pertain to related properties and were therefore presented as one item with two separate motions.

Kristina Heredia, Planner, presented the proposed Comprehensive Plan Amendment and Rezoning requests. She outlined for the Commission the subject areas for each of the two cases. Ms. Heredia explained that the applicant's Rezoning from Single-Family Residential (RS-1) to Neighborhood Commercial (CN) would legalize an existing church on the properties, and the proposed Comprehensive Amendment from the Future Land Use of Neighborhood to "Neighborhood Center" would reflect the new zoning. Ms. Heredia then outlined Staff's rationale for approval of the requests on the grounds that a Neighborhood Center Future Land Use would be the best fit for a church; that the RS-1 zoning does not allow churches by-right; and the church already has a conditional use and a CN zoning would allow all church operations and expansion without additional Conditional Use approvals.

Vice Chairperson Jackson asked if the rezoning was approved if the Conditional Use would go away. Ms. Heredia responded that the Conditional Use would remain but would no longer be required. Commissioner Stribling asked if the existing church was legal non-conforming. Ms. Heredia responded this was correct, but that the church planned to acquire adjacent properties and therefore a rezoning would recognize both the existing church and any future expansion.

Vice Chairperson Jackson opened the meeting for public comment.

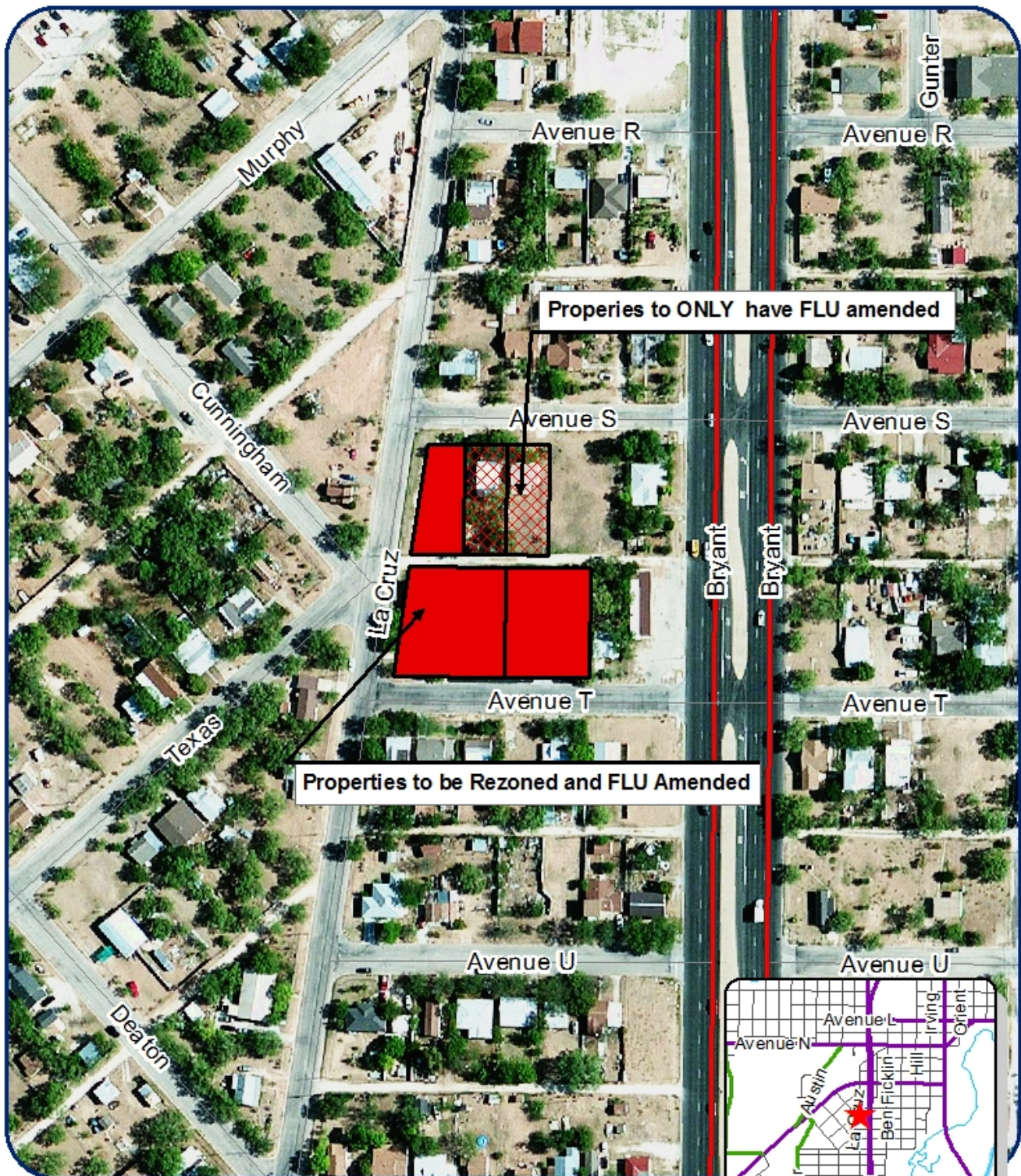
There was no public comment.

Commissioner Brooks made a motion to recommend APPROVAL of the proposed Comprehensive Plan Amendment as presented, being 1.20 acres located at 530 West Avenue T, and 509, 517, and 535 West Avenue S from “Neighborhood” to “Neighborhood Center.” Commissioner Uherik seconded the motion. The motion passed unanimously, 4-0.

Commissioner Uherik made a motion to recommend APPROVAL of the proposed Rezoning as presented, being 0.87 acres located at 530 West Avenue T and 535 West Avenue S from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District. Commissioner Stribling seconded the motion. The motion passed unanimously, 4-0.

Attachments:

Aerial Map
Zoning Map
Future Land Use Map
Thoroughfare Map
Notification Map
Site Plan
Photographs



Aerial Map

Case Z18-03 & CP18-02: COSA

Council District: Harry Thomas

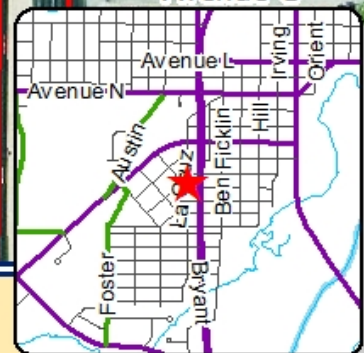
Neighborhood: Rio Vista

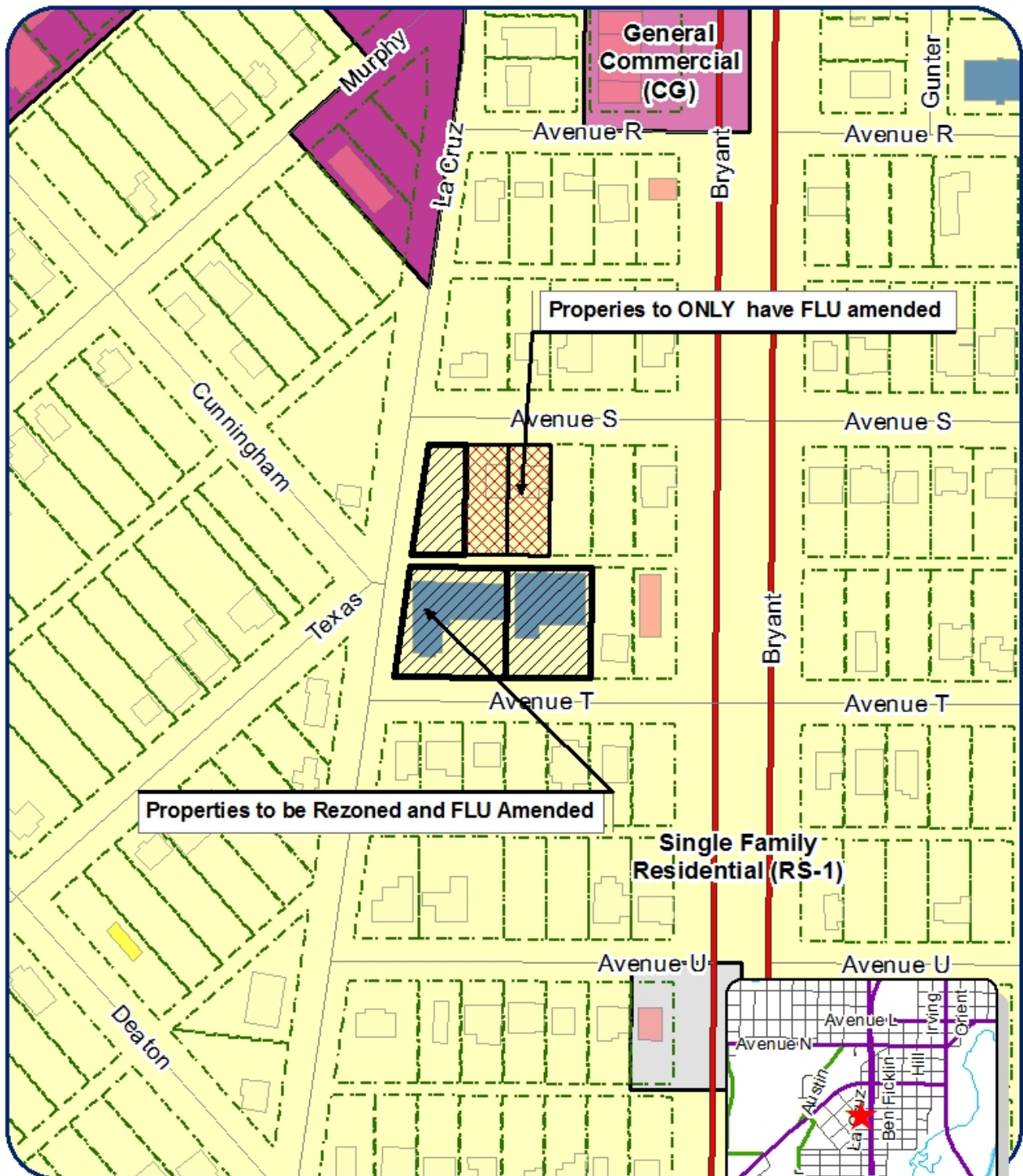
Scale: 1" approx. = 150 ft

Subject Property Legal Description(s): La Villita Heights Addn, Block 4

Legend

Subject Properties: —
Current Zoning: **RS 1**
Requested Zoning Change: **CN**
Vision: **Neighborhood/
Neighborhood Center**





Zoning Map

Case Z18-03 & CP18-02: COSA

Council District: Harry Thomas

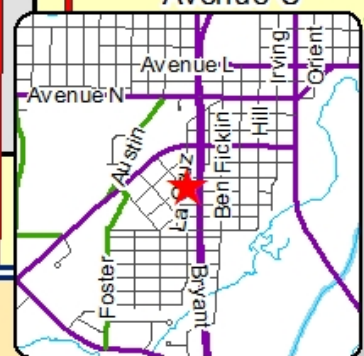
Neighborhood: Rio Vista

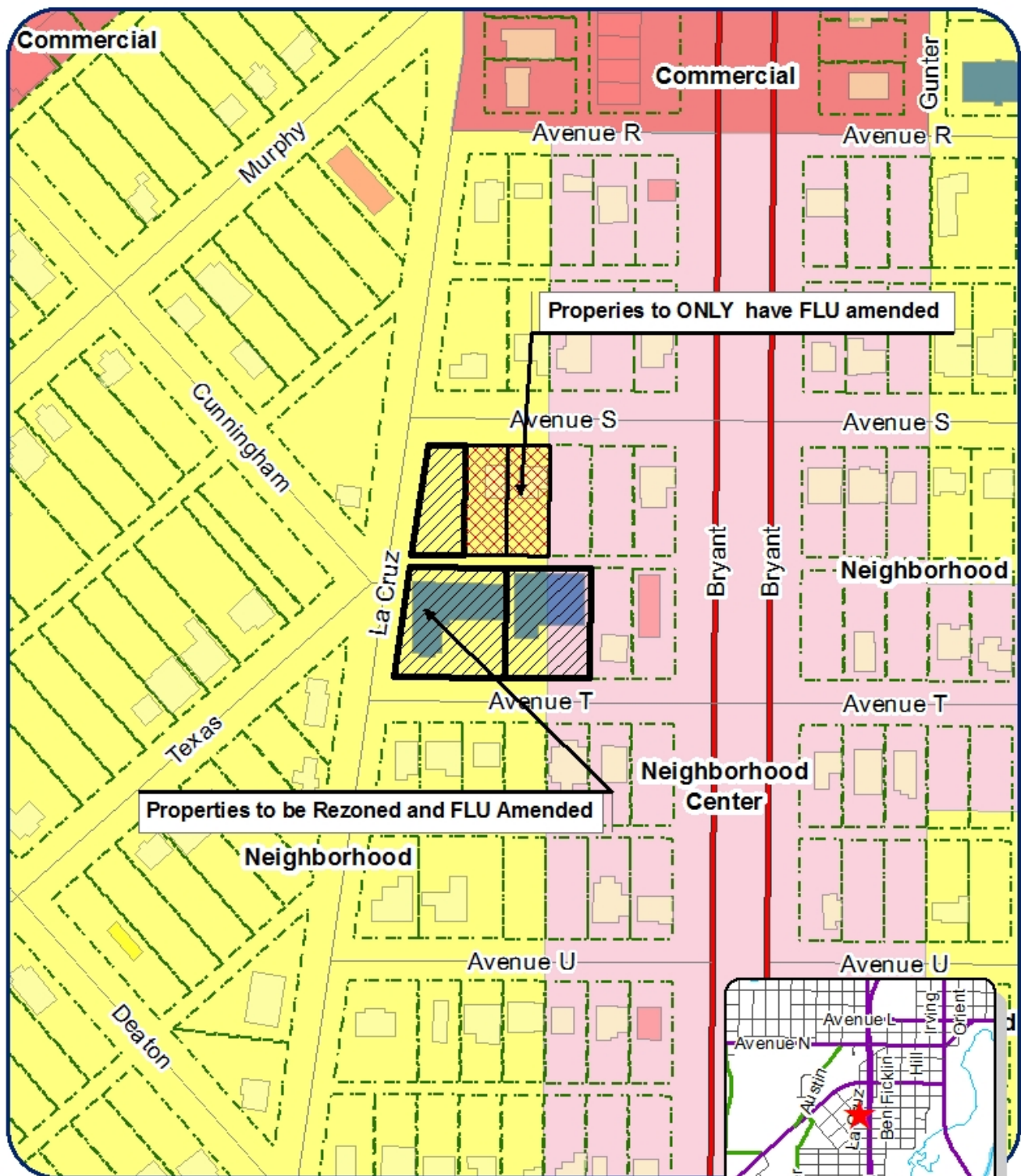
Scale: 1" approx. = 150 ft

Subject Property Legal Description(s): La Villita Heights Addn, Block 4

Legend

Subject Properties: —
Current Zoning: **RS 1**
Requested Zoning Change: **CN**
Vision: **Neighborhood/**
Neighborhood Center





Future Land Use Map

Case Z18-03 & CP18-02: COSA

Council District: Harry Thomas

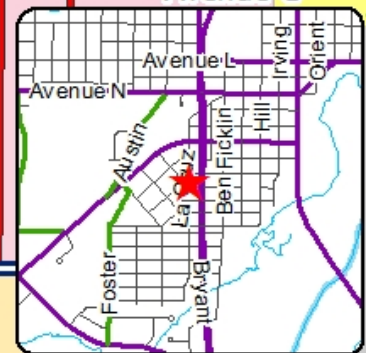
Neighborhood: Rio Vista

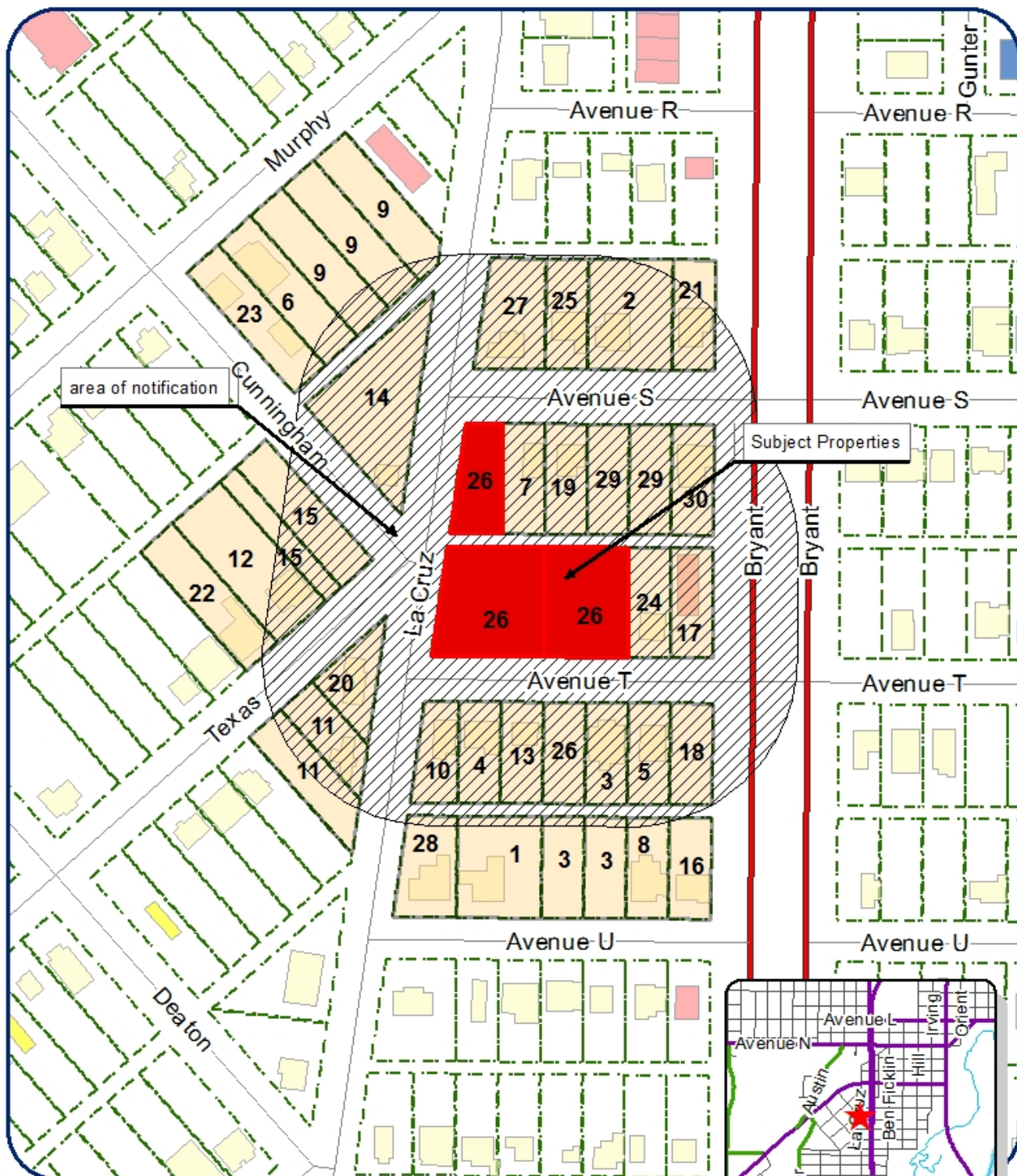
Scale: 1" approx. = 150 ft

Subject Property Legal Description(s): La Villita Heights Addn, Block 4

Legend

Subject Properties: —
Current Zoning: **RS 1**
Requested Zoning Change: **CN**
Vision: **Neighborhood/**
Neighborhood Center





Notification Map

Case Z18-03 & CP18-02: COSA

Council District: Harry Thomas

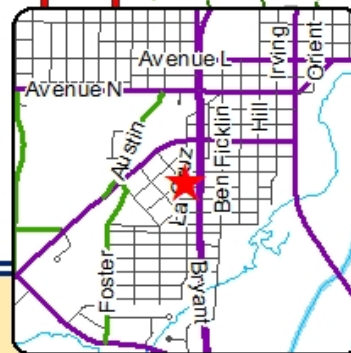
Neighborhood: Rio Vista

Scale: 1" approx. = 150 ft

Subject Property Legal Description(s): La Villita Heights Addn, Block 4

Legend

Subject Properties: —
Current Zoning: **RS 1**
Requested Zoning Change: **CN**
Vision: **Neighborhood/
Neighborhood Center**



Site Photos

Front of Church



First Expansion of Church



Side of Church and Vacant Lot



Vacant Lot Behind Church Building



Properties to be Included in FLU Expansion



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS, BEING **530 West Avenue T, 509 W Avenue S, 517 W Avenue S, and 535 W Avenue S, City of San Angelo, Texas, compromising a total of 1.20 acres,** FROM "NEIGHBORHOOD" TO "NEIGHBORHOOD CENTER;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

CP-18-02

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

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

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

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code regarding adoption and amendment of the City's Comprehensive Plan, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that revision of the Comprehensive Plan and Future Land Use Map changes should be made as set out herein;

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designations of the following described parcels as outlined below:

530 West Avenue T, 509 W Avenue “S,” 517 W Avenue “S,” and 535 W Avenue “S,” City of San Angelo, Texas, from “Neighborhood” to “Neighborhood Center;”

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendments, as further depicted on **Exhibit A** of this Ordinance.

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

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

INTRODUCED on the **20th day of March, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of April, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

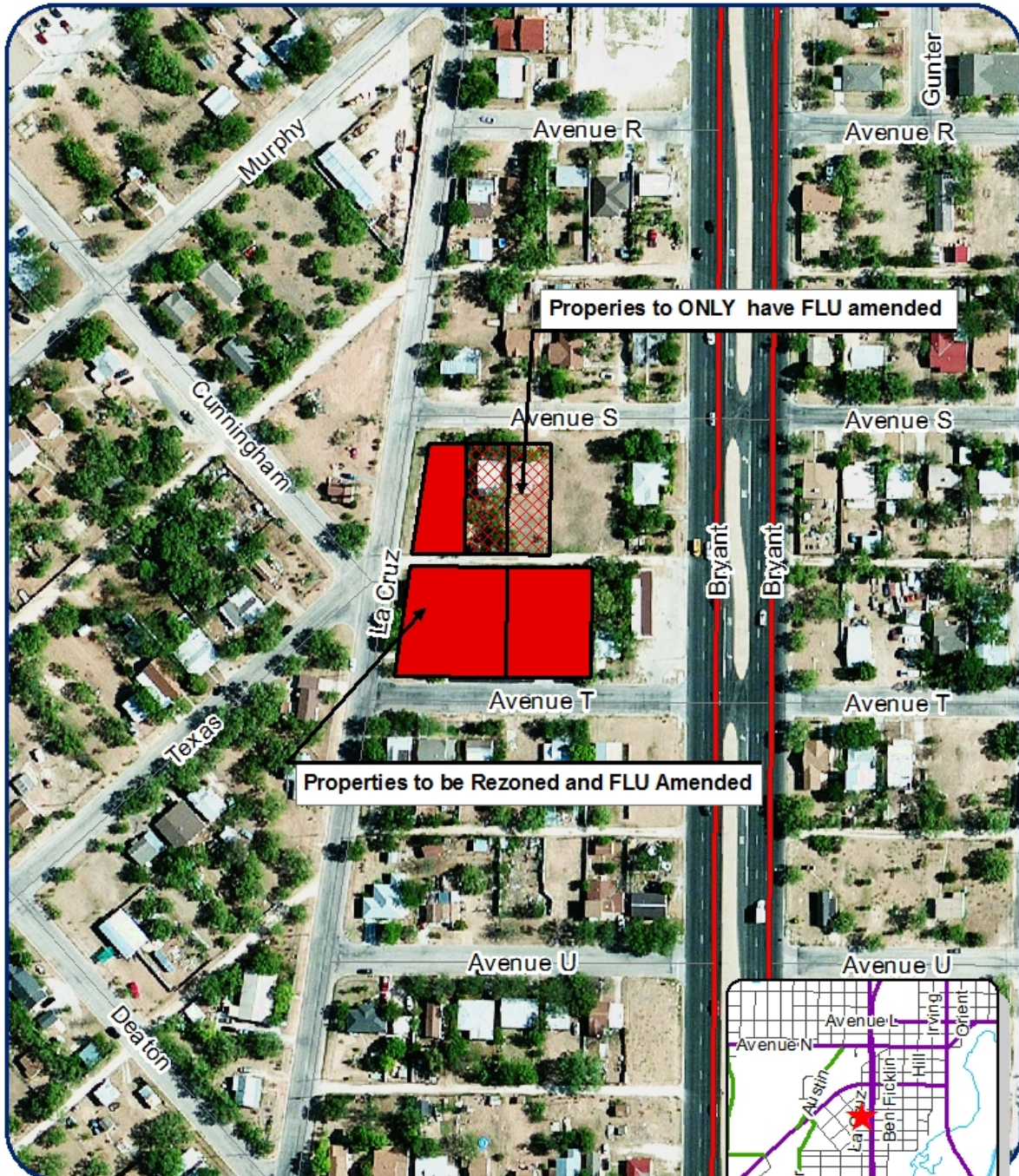
ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit A



Aerial Map

Case Z18-03 & CP18-02: COSA

Council District: Harry Thomas

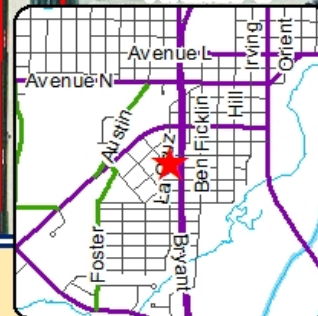
Neighborhood: Rio Vista

Scale: 1" approx. = 150 ft

Subject Property Legal Description(s): La Villita Heights Addn, Block 4

Legend

Subject Properties: —
 Current Zoning: **RS 1**
 Requested Zoning Change: **CN**
 Vision: **Neighborhood/**
Neighborhood Center



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Second reading and adoption of an ordinance approving Case Z18-03, a rezoning from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, being 0.85 acres located at 530 West Avenue T and 535 West Avenue S (James)

Summary/History:

Segunda Iglesia Bautista is a church located in the Single Family Residential (RS-1) Zoning District. The church has expanded several times over the last few decades and has multiple Conditional Uses in place. The church owns a vacant lot directly behind their sanctuary that they would like to utilize for overflow parking. Rather than add an additional Conditional Use to their property, Planning Staff believes it would be more beneficial to the church if they had their zoning changed from RS-1 to the more appropriate Neighborhood Commercial (CN).

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on February 19, 2018, where they recommended APPROVAL unanimously. City Council voted unanimously to APPROVE on first reading the proposed rezoning on March 20, 2018.

Attachments:

- | | | |
|----|------------------------|---|
| 1. | Staff Report (CP & RZ) | PL_Staff Report CP18-02 & Z18-03 COSA (Segunda Bautista).docx |
| 2. | Draft Ordinance (RZ) | Z18-03 Ordinance_FINAL.docx |

Presentation:

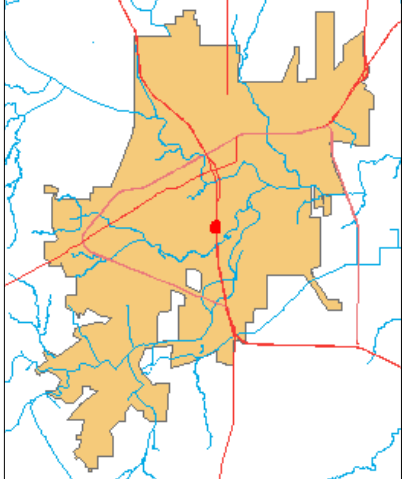
Jon James

Approvals/Reviews:

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

CITY COUNCIL – MARCH 20, & APRIL 3, 2018
STAFF REPORT



APPLICATION TYPE:		CASES:	
Rezoning & Comprehensive Plan Amendments		Z18-03: Segunda Iglesia Bautista & CP18-02: City of San Angelo	
SYNOPSIS:			
Segunda Iglesia Bautista is a church located in the Single Family Residential (RS-1) Zoning District. The church has expanded several times over the last few decades and has multiple Conditional Uses in place. The church owns a vacant lot directly behind their sanctuary that they would like to utilize for overflow parking. Rather than add an additional Conditional Use to their property, Planning Staff believes it would be more beneficial to the church if they had their zoning changed from RS-1 to the more appropriate Neighborhood Commercial (CN). Furthermore, the church has two different Future Land Use (FLU) designations on their property: Neighborhood and Neighborhood Center. A Neighborhood Center FLU is more compatible with the church and CN zoning than a Neighborhood FLU, so Planning is seeking a City-initiated Comprehensive Plan Amendment to expand the current boundary of the Neighborhood Center FLU designation to include all of the church's property on that block.			
LOCATION:		LEGAL DESCRIPTION:	
<u>Zone Change:</u> 530 West Avenue T and 535 West Avenue S <u>Comp Plan Amendment:</u> 530 West Avenue T, and 509, 517 and 535 West Avenue S		Being a total of 1.2 acres out the La Villita Heights Addition, Block 4, Lots 1-3 and Lots 9-12, City of San Angelo, Texas.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #3 – Harry Thomas Rio Vista Neighborhood	RS-1 – Single Family Residential	Neighborhood Center & Neighborhood	1.2 acres (Comp) 0.85 acres (RZ)
THOROUGHFARE PLAN:			
<u>West Avenue T</u> –Urban Local Street, Required 50' min. ROW, 36' min. pavement with sidewalk, 40' without sidewalk. Actual 56' ROW, 35' paving width without sidewalk <u>West Avenue S</u> –Urban Local Street, Required 50' min. ROW, 36' min. pavement with sidewalk, 40' without sidewalk. Actual 65' ROW, 30' paving width without sidewalk			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Rezoning from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, and APPROVAL of the Comprehensive Plan Amendment, changing lands from the "Neighborhood" Future Land Use category to the "Neighborhood Center" Future Land Use category			
PROPERTY OWNER/PETITIONER:			
<u>Property Owner:</u> Segunda Iglesia Bautista <u>Petitioner:</u> COSA, Planning			
STAFF CONTACT:			
Kristina Heredia Staff Planner (325) 657-4210, Extension 1546 kristina.heredia@cosatx.us			

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* Half of the occupied property of the church has an FLU of Neighborhood Center. Expanding this to include the whole church and their proposed new parking lot aligns with the expectations of longevity for this land use. This church has been at this location since 1964 and has continued to grow over the decades. Updating the Comprehensive Plan to reflect this will allow for the continued growth of this establishment.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* While a religious institution can take advantage of any zoning district, it requires a Conditional Use to reside within a residentially zoned area. This church has been a part of their neighborhood for over five decades: their first expansion was over 45 years ago, in 1972. As the church grew, it continued to seek variances and Conditional Uses to allow for the legal expansion of their property. Changing their zoning to Neighborhood Commercial will help solidify their standing as a growing and supportive beacon in this community.
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.* Expanding the boundary of the FLU to incorporate the whole church and parking lot will also mean that two residential properties will also be included in this expansion of FLU designation. However, one of these properties is vacant and dilapidated, and both properties are being pursued by the church for purchase. As the church continues to grow and expand their future expectations are to utilize both of these lots, which would then make these two lots compatible with a FLU of Neighborhood Center.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* Approving the rezoning to Neighborhood Center will allow the church to utilize their vacant property for parking without having to go through the process of another Conditional Use. The church understands that expanding their use to their vacant lot will mean they will have to abide by the regulations in the Zoning Ordinance regardless of their Zoning District. To the end, they have agreed to provide a privacy fence to protect the adjacent property owner.
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.* Since this rezoning and FLU amendment are occurring on property that is already developed, with the exception of the vacant lot mentioned above, there is little adverse impact anticipated. There may be minor air and noise pollution as the church builds a privacy fence or paves parking, but those would be temporary.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The community need in the area appears to be for the continued presence of the church, as the church has been functioning for over 54 years and has active plans to purchase the surrounding properties as they become available so they can expand.
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.* Since the area has a FLU of Neighborhood Center that extends to half of the church's property, allowing the block to be incorporated into this FLU designation would not only follow the future development patterns anticipated by the City, but also allow for the present development patterns of the church to continue.

Notifications:

30 notifications were sent out to property owners with 200 feet on February 5, 2018. Staff has received zero responses in favor and zero responses in opposition.

Planning Commission Recommendation:

On February 19, 2018 the Planning Commission recommended **APPROVAL** of a Rezoning from the Single-Family Residential (RS-1) Zoning District to the **Neighborhood Commercial (CG) Zoning District**, and **APPROVAL** of an Amendment to the Comprehensive Plan, changing lands from the "Neighborhood" Future Land Use category to the "Neighborhood Center" Future Land Use category.

The following is the complete excerpt of the minutes from the meeting for this case:

City of San Angelo / Segunda Iglesia Bautista

- i. **CP18-02: City of San Angelo**
- ii. **Z18-03: Segunda Iglesia Bautista**

Items i and ii above pertain to related properties and were therefore presented as one item with two separate motions.

Kristina Heredia, Planner, presented the proposed Comprehensive Plan Amendment and Rezoning requests. She outlined for the Commission the subject areas for each of the two cases. Ms. Heredia explained that the applicant's Rezoning from Single-Family Residential (RS-1) to Neighborhood Commercial (CN) would legalize an existing church on the properties, and the proposed Comprehensive Amendment from the Future Land Use of Neighborhood to "Neighborhood Center" would reflect the new zoning. Ms. Heredia then outlined Staff's rationale for approval of the requests on the grounds that a Neighborhood Center Future Land Use would be the best fit for a church; that the RS-1 zoning does not allow churches by-right; and the church already has a conditional use and a CN zoning would allow all church operations and expansion without additional Conditional Use approvals.

Vice Chairperson Jackson asked if the rezoning was approved if the Conditional Use would go away. Ms. Heredia responded that the Conditional Use would remain but would no longer be required. Commissioner Stribling asked if the existing church was legal non-conforming. Ms. Heredia responded this was correct, but that the church planned to acquire adjacent properties and therefore a rezoning would recognize both the existing church and any future expansion.

Vice Chairperson Jackson opened the meeting for public comment.

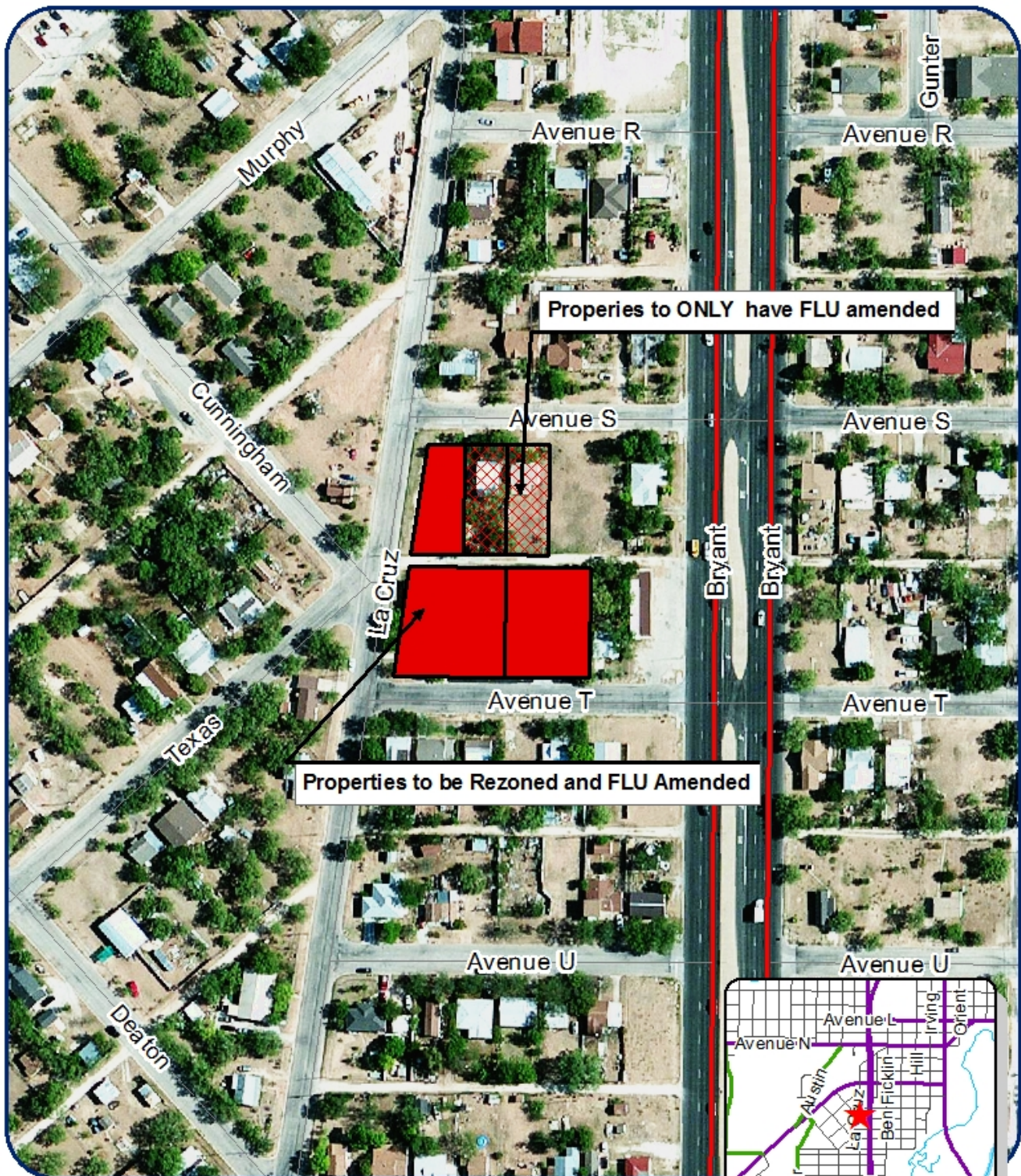
There was no public comment.

Commissioner Brooks made a motion to recommend APPROVAL of the proposed Comprehensive Plan Amendment as presented, being 1.20 acres located at 530 West Avenue T, and 509, 517, and 535 West Avenue S from “Neighborhood” to “Neighborhood Center.” Commissioner Uherik seconded the motion. The motion passed unanimously, 4-0.

Commissioner Uherik made a motion to recommend APPROVAL of the proposed Rezoning as presented, being 0.87 acres located at 530 West Avenue T and 535 West Avenue S from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District. Commissioner Stribling seconded the motion. The motion passed unanimously, 4-0.

Attachments:

Aerial Map
Zoning Map
Future Land Use Map
Thoroughfare Map
Notification Map
Site Plan
Photographs



Aerial Map

Case Z18-03 & CP18-02: COSA

Council District: Harry Thomas

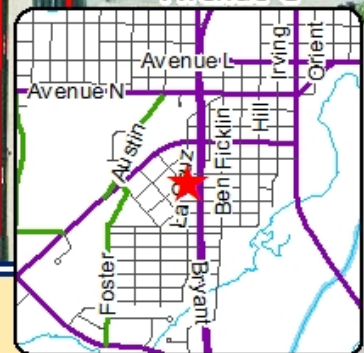
Neighborhood: Rio Vista

Scale: 1" approx. = 150 ft

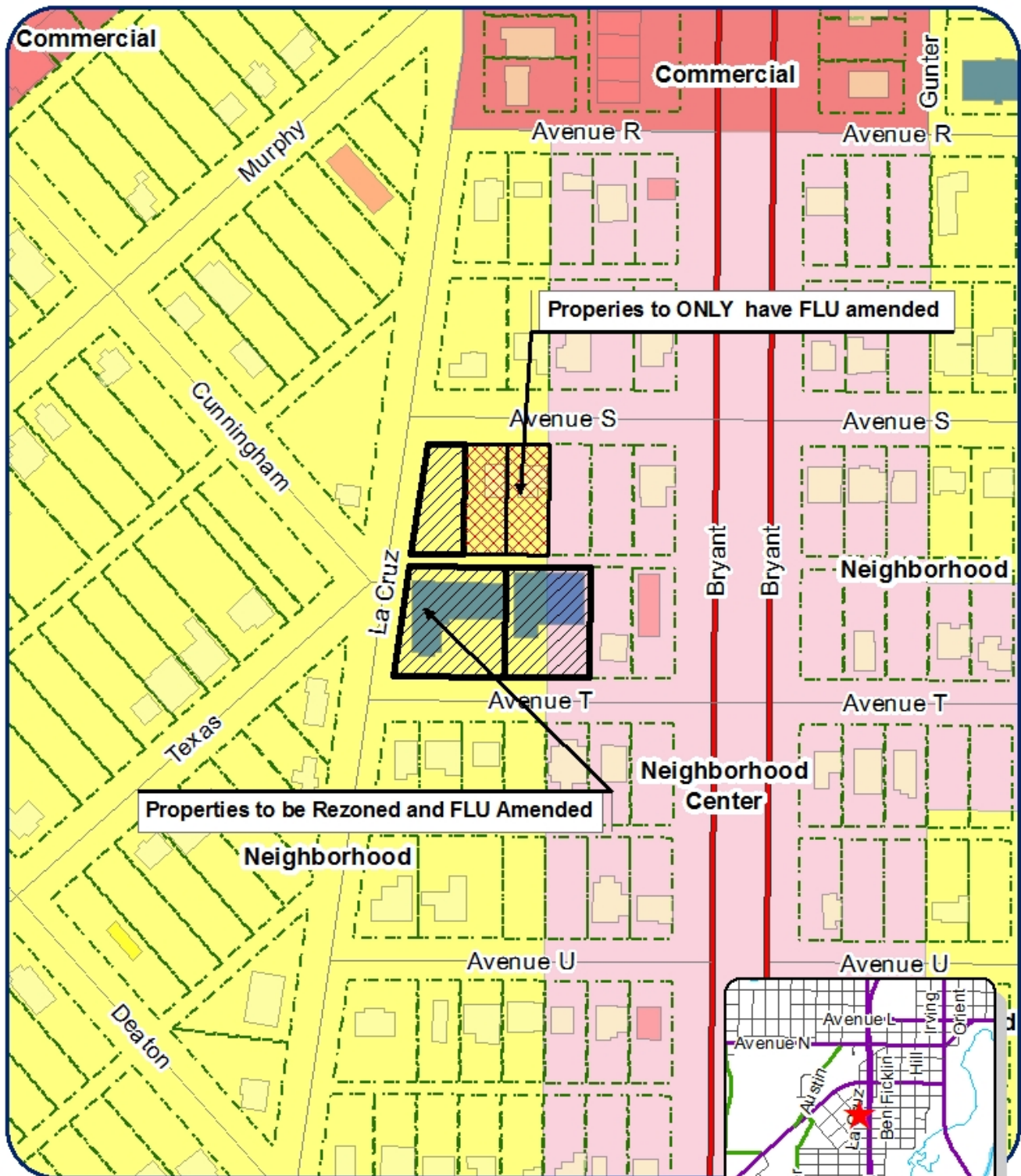
Subject Property Legal Description(s): La Villita Heights Addn, Block 4

Legend

Subject Properties: —
Current Zoning: **RS 1**
Requested Zoning Change: **CN**
Vision: **Neighborhood/
Neighborhood Center**







Future Land Use Map

Case Z18-03 & CP18-02: COSA

Council District: Harry Thomas

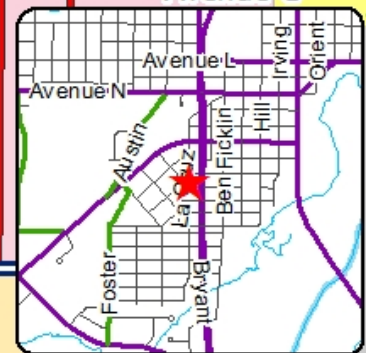
Neighborhood: Rio Vista

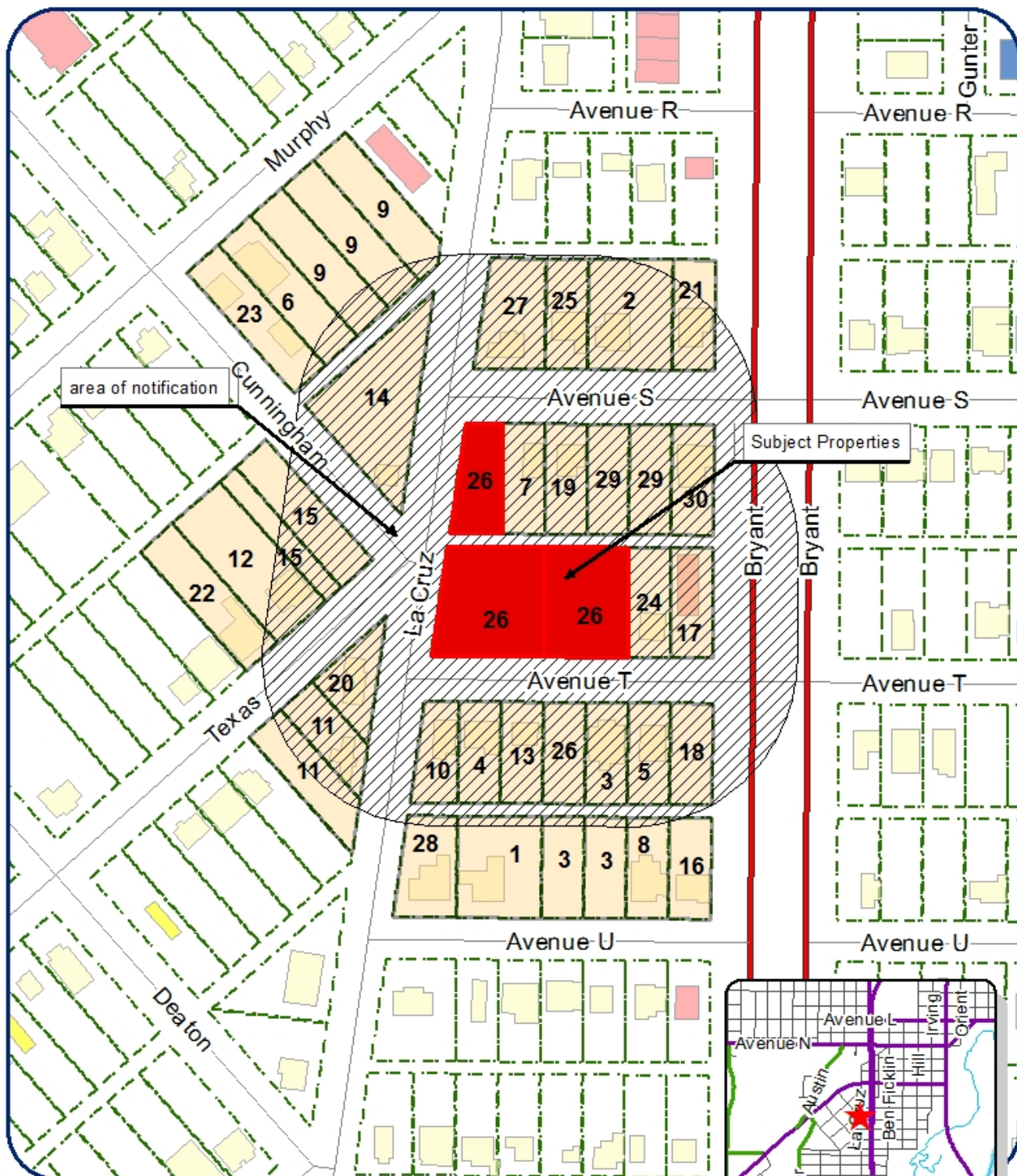
Scale: 1" approx. = 150 ft

Subject Property Legal Description(s): La Villita Heights Addn, Block 4

Legend

Subject Properties: —
Current Zoning: **RS 1**
Requested Zoning Change: **CN**
Vision: **Neighborhood/**
Neighborhood Center





Notification Map

Case Z18-03 & CP18-02: COSA

Council District: Harry Thomas

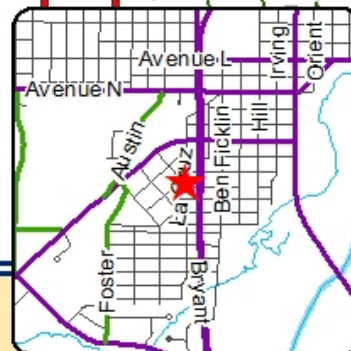
Neighborhood: Rio Vista

Scale: 1" approx. = 150 ft

Subject Property Legal Description(s): La Villita Heights Addn, Block 4

Legend

Subject Properties: ■
Current Zoning: ■ RS 1
Requested Zoning Change: ■ CN
Vision: ■ Neighborhood/
■ Neighborhood Center



Site Photos

Front of Church



First Expansion of Church



Side of Church and Vacant Lot



Vacant Lot Behind Church Building



Properties to be Included in FLU Expansion



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTIES: **530 West Avenue "T" and 535 West Avenue "S," City of San Angelo, Texas, compromising a total of 0.87 acres**, FROM SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT TO NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z18-03

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Neighborhood Commercial District (CN); and,

WHEREAS, on the 20th day of March, 2018, City Council held a public hearing on Z18-03, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned NEIGHBORHOOD COMMERCIAL (CN) District:

The real property located at 530 West Avenue "T" and 535 West Avenue "S," compromising a total of 0.87 acres.

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

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

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

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

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

INTRODUCED on the **20th day of March, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of April, 2018**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

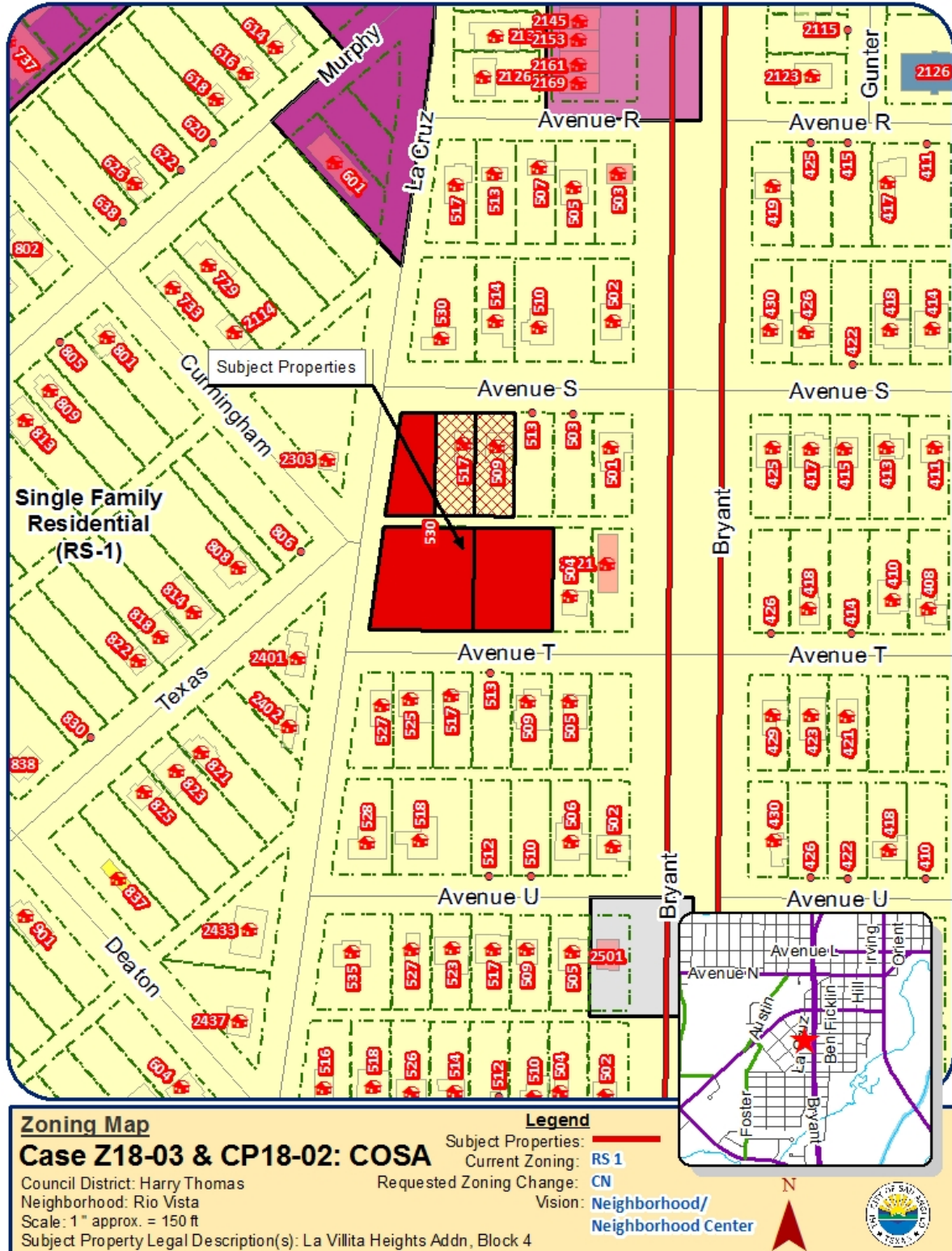
ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit A



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Second reading and adoption of an ordinance amending Chapter 12, Exhibit "A" Zoning Ordinance, Article 4, Section 402 (Accessory Uses and Structures) to eliminate Subsection C.1.a.2)iii. for the purpose of clarifying the language regarding constructing accessory structures (James)

Summary/History:

This request is an amendment to Chapter 12, Exhibit "A" Zoning Ordinance, Article 4, Section 402, which already allows for reduced setbacks for accessory structures with certain conditions within the RS-3 Zoning District. This amendment only seeks to clarify language for the construction of such structures. No additional requirements or restrictions are being proposed.

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission heard this item on February 19, 2018, and voted unanimously to recommend APPROVAL of the text amendment. City Council voted unanimously to APPROVE on first reading the proposed amendment on March 20, 2018.

Attachments:

- | | |
|--------------------|--|
| 1. Staff Report | CC Memo_Pergolas&Trellis_Amendment (2018).docx |
| 2. Draft Ordinance | CC Ordinance_Pergolas&Trellis (Amendment).docx |

Presentation:

Jon James

Approvals/Reviews:

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

MEMO

**Meeting**

Date: March 20, 2018

To: City Council

From: Jon C. James, AICP
Planning & Development Services Director

Request: Text Amendment to Chapter 12, Exhibit "A" Zoning Ordinance, Article 4 "Specific Use Standards," Section 402 (Accessory Used and Structure)

Background:

The attached is an amendment to Chapter 12, Exhibit "A" Zoning Ordinance, Article 4, Section 402, which already allows for reduced setbacks for accessory structures with certain conditions within the RS-3 Zoning District. This amendment only seeks to clarify language for the construction of such structures. No additional requirements or restrictions are being proposed.

Planning Commission Action:

This request was considered by the Planning Commission at their meeting on February 19, 2018. Below is an excerpt from the meeting's unofficial minutes:

Rebeca Guerra, Planning Manager, presented the proposed Text Amendment related to accessory buildings and structures in the Zero Lot Line, Twinhome and Townhome (RS-3) Zoning District. She explained that the original amendment was brought to the Planning Commission late last year and has now been approved by City Council. Ms. Guerra explained that the new amendment would maintain the language of the original amendment pertaining to required construction materials of these accessory structures and that they be unenclosed and unencumbered. However, she explained that in order to eliminate confusion and redundancy, that the third subsection pertaining to a roof that is substantially open and constructed entirely of noncombustible material be eliminated as the previous subsections already require these provisions.

Vice Chairperson Jackson opened the meeting for public comment.

There was no public comment.

Commissioner Brooks made a motion to recommend **APPROVAL** of the proposed Text Amendment as presented, to Chapter 12, Exhibit “A” Zoning Ordinance, Article 4, Section 402 (Accessory Uses and Structures) to eliminate Subsection C.1.a.2)iii. for the purpose of clarifying the language of constructing such structures with specified materials in a manner that is unenclosed and unencumbered. Commissioner Stribling seconded the motion. The motion passed unanimously, 4-0.

Attachment: Proposed Zoning Ordinance Amendments

(New Section 402.C; renumbering existing 402.C – 402.F sequentially to become Sections 402.D – 402.G)

ARTICLE 4 - SPECIFIC USE STANDARDS

Section 402. Accessory Uses and Structure

C. Accessory Buildings and Structures in the Zero Lot Line, Twinhome and Townhome (RS-3) Residential District

1. Setbacks.

a. Side yards:

1) One Side:

a. 0-1 foot maximum for all buildings and structures.

2) Other Side:

a. 10 foot minimum, unless all of the following criteria are met, in which case the minimum setback shall be reduced to 5 feet.

i. Constructed with materials that are wholly noncombustible or with limited combustibility including fire retardant wood construction, as determined by the Fire Marshal, unless there is a minimum of 2 feet of separation from the principal building.

ii. The structure is unenclosed and is not encumbered by any structure, walls, screening, glasswork, or ornamental components of any kind, with the exception of necessary vertical supports which shall be no greater than 12 inches in width or diameter.

~~iii. The roof is substantially open with a roof ratio of greater than or equal to 1 open portion to 1 solid portion or is a retractable roof or awning constructed entirely of noncombustible material.~~

2. Size. Not more than 30 percent of minimum side or rear yard area otherwise required on the lot shall be covered by the total of all structures allowed by this section.

3. Location. Accessory buildings and structures shall be located to the side or rear of the principal building.

4. Permitting. A permit shall be obtained from the Permits and Inspections Division for the structure.

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 12, EXHIBIT “A” “ZONING ORDINANCE”, ARTICLE 4 “SPECIFIC USE STANDARDS” OF THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS, BY AMENDING SECTION 402 “ACCESSORY USES AND STRUCTURES”, DELETING SUBPART “C(1)(a)(2)(a)(iii) RELATING TO ROOF CONSTRUCTION OF UNENCLOSED STRUCTURES IN THE RS-3 ZERO LOT LINE TOWNHOME RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo regulates zoning by district and has established specific use standards for each zoning district, including standards for construction of unenclosed accessory structures in the Zero Lot Line and Townhome Residence District (RS-3); and,

WHEREAS, subpart C(1)(a)(2)(a)(iii) of Section 402 of Article 4” Specific Use Standards” of the Zoning Ordinance is unnecessary to the extent that it is duplicative of, and complicates, use standards established under the remaining subparts of Section 402C(1)(a)(2)(a) relating to construction of unenclosed accessory structures in the RS-3 zone;

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

Section 1) Chapter 12 “Planning and Development”, Article 4 ”Specific Use Standards”, Section 402 “Accessory Uses and Structures”, is hereby amended by rescinding subpart C(1)(a)(2)(a)(iii) thereof in its entirety.

Section 2: All provisions of Chapter 12, Article 4, Section 402 not amended hereby shall remain in full force and effect.

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

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

INTRODUCED on the 20th day of March, 2018, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of April, 2018.

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Jon James, Director of Planning and Development

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Second reading and adoption of an ordinance amending:

1. Appendix A, "Fee Schedule" by creating article A3.000 "Business Related Fees" Section A3.015 "Alcoholic Beverages Fees"
2. Amending Chapter 5, "Business and commerce", Article 5.02 "Alcoholic beverages regulations", Division 2 "License" (Dierschke)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and ratification of existing fees which have not yet been adopted in an ordinance.

For Billing and Collections, there are twenty two fees that have been previously approved/discussed in the past and simply need to be adopted in an ordinance at this time.

- Mixed Beverage Licenses / Permits:
 - o Beverage Cartage Permit - \$20
 - o Caterer's Permit (3rd year in business) - \$250
 - o Caterer's Permit (4th and 5th year in business) \$500
 - o Local Distributor's permit - \$100
 - o Mixed Beverage Permit (3rd year in business) - \$1,125
 - o Mixed Beverage Permit (4th and 5th year in business) - \$1,500
 - o Mixed Beverage Permit (6th and up year in business) - \$750
 - o Mixed Business Late Hours (3rd year) - \$75
 - o Mixed Business Late Hours (4th and 5th year) - \$150
 - o Package Store Permit and Beer Off Premise - \$500
 - o Package Store Tasting Permit - \$25
 - o Wine Only Package Store - \$75
 - o Wholesaler's Permit - \$1,875
 - o General Class B Wholesaler's Permit - \$300
 - o Winery Permit - \$75
- Beer Licenses / Permits:
 - o Branch Distributor's License - \$75
 - o Importer's License - \$20
 - o Beer Retailer's Off Premise License - \$60
 - o Beer Retailer's On Premise - \$150
 - o Retail Dealer's On Premise Late Hours - \$250
 - o Wine & Beer Retailer's Permit - \$175
 - o Wine & Beer Retailer's Off Premise - \$60

Financial Impact:

There is no financial impact at this time.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

- | | | |
|----|---|--|
| 1. | Billing Ordinance | Billing Ordinance.docx |
| 2. | Billing Ordinance amending Alcoholic Beverages
Section | Billing Ordinance amending Alcoholic Beverages
Section.docx |

Presentation:

Tina Dierschke

Approvals/Reviews:

- | | |
|----------------|-------------------|
| Tina Dierschke | Created/Initiated |
| Kimberly Holle | Approved |
| Tina Dierschke | Approved |
| Theresa James | Approved |
| Becky Dunn | Approved |
| Bryan Kendrick | Final Approval |

**AN ORDINANCE AMENDING APPENDIX A “FEE SCHEDULE” OF THE
CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, BY
CREATING ARTICLE A3.000 “BUSINESS RELATED FEES” SECTION
A3.015 “ALCOHOLIC BEVERAGES FEES”, PROVIDING FOR
SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Appendix A “Fee Schedule” of the Code of Ordinances is hereby amended by creating Article A3.000, Section A3.015 “Alcoholic Beverages Fees” as set out below:

Article A3.000, Section A3.015 shall read as follows:

“ Article A3.015 Alcoholic Beverages License / Permit Fees

The fees for the two year alcoholic beverages licenses for premises within the City limits shall be as follows:

License Issuance or Renewal	Fee Collected
MIXED BEVERAGE LICENSES / PERMITS	
Beverage Cartage Permit	\$20
Caterer's Permit (3 rd year in business)	\$250
Caterer's Permit (4 th and 5 th year in business)	\$500
Local Distributor's permit	\$100
Mixed Beverage Permit (3 rd year in business)	\$1,125
Mixed Beverage Permit (4 th and 5 th year in business)	\$1,500
Mixed Beverage Permit (6 th and up year in business)	\$750
Mixed Business Late Hours (3 rd year)	\$75
Mixed Business Late Hours (4 th and 5 th year)	\$150
Package Store Permit and Beer Off Premise	\$500
Package Store Tasting Permit	\$25
Wine Only Package Store	\$75
Wholesaler's Permit	\$1,875
General Class B Wholesaler's Permit	\$300
Winery Permit	\$75
BEER LICENSES / PERMITS	
Branch Distributor's License	\$75
Importer's License	\$20
Beer Retailer's Off Premise License	\$60
Beer Retailer's On Premise	\$150
Retail Dealer's On Premise Late Hours	\$250
Wine & Beer Retailer's Permit	\$175
Wine & Beer Retailer's Off Premise	\$60

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

SEVERABILITY:

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

3) THAT, this Ordinance shall be effective on, from and after notice and publication as required by law.

INTRODUCED with public hearing on the 20th day of March, 2018, and finally PASSED, APPROVED and ADOPTED on this the 6th day of April, 2018.

CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

AN ORDINANCE AMENDING CHAPTER 5, "BUSINESS AND COMMERCE", ARTICLE 5.02 "ALCOHOLIC BEVERAGES REGULATIONS", DIVISION 2 "LICENSE" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Chapter 5, Article 5.02, Division 2 "License" of the Code of Ordinances, City of San Angelo, Texas, is hereby amended as follows:

"Division 2. License

Sec. 5.02.031 Required

It shall be unlawful for any person to manufacture or brew any alcoholic beverage, liquor, beer or wine and vinous liquor for the purpose of sale, or to import into this city, or to distribute, or to sell, any alcoholic beverage, liquor, beer, or wine and vinous liquor for the purpose of sale within this city without having first obtained the appropriate license from the finance director as herein provided, which license shall at all times be displayed in some conspicuous place within the licensed place of business.

Sec. 5.02.032 Fees

The finance director is authorized to collect a license fee of one-half the state permit fee as shown in Appendix A, Section A3.015 of this Code of Ordinances.

Sec. 5.02.033 Prohibited licenses

No license authorizing the sale of any alcoholic beverage, liquor, beer or wine and vinous liquor shall be issued to any dealer where the place of business of any such dealer is within the corporate limits of the city and is within three hundred feet (300') of any tax-supported elementary or secondary public school. The measurement of the distance between the place of business where alcoholic beverages are sold and the public school shall be in a direct line from the property line of the public school to the property line of the place of business, and in a direct line across intersections. Provided that this section shall not apply to any dealer whose place of business is within three hundred feet (300') of any tax-supported elementary or secondary public school as of the date of the adoption of this article, or to any of their successors.



Sec. 5.02.034 Term

Any license issued under the terms of this article shall be for a two year period and shall be nontransferable.



Sec. 5.02.035 Revocation

The city council is hereby authorized and empowered to revoke the license of any person engaged in the business or occupation of selling, distributing or disposing of beer or other alcoholic beverages after giving such person ten (10) days' notice of a hearing and after holding such

hearing for the purpose of determining whether or not such license should be revoked; provided, however, that such power of revocation shall be exercised under the following conditions:

- (1) When disorderly or immoral practices are permitted on the premises.
- (2) Where such person sells or offers for sale any beer or other alcoholic beverages in violation of the terms of this article or of the Texas Alcoholic Beverage Code, or consumes or permits any other person to consume beer or other alcoholic beverages on the premises in violation of the terms of this article or of the Texas Alcoholic Beverage Code."

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

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

SEVERABILITY:

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

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

INTRODUCED on the 20th day of March, 2018, and finally PASSED, APPROVED and ADOPTED on this the 6th day of April 2018.

CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Second reading and adoption of an ordinance amending Appendix A, "Fee Schedule", Article A15.000, "Facility use fees"; by adding Section A15.003 "Civic Events facility use fees", to provide for facility rental and related use fees (Dierschke)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and adoption of existing fees which are not yet in an ordinance.

For Civic Events, there are 55 fees that have been previously approved/discussed in the past and simply need to be adopted in an ordinance at this time. We also recommend that 11 fees be set by the Civic Events Board, to allow for review of the cost of service more frequently.

Please see the attached background for details.

Financial Impact:

There is no financial impact at this time.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

- | | | |
|----|---------------------------|---|
| 1. | Civic Events - Ordinance | Civic Events - Ordinance 2nd Reading PENDING.docx |
| 2. | Civic Events - Background | Civic Events - Background.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Kimberly Holle	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, “FEE SCHEDULE”, ARTICLE A15.000, “FACILITY USE FEES”; BY ADDING SECTION A15.003 “CIVIC EVENTS FACILITY USE FEES”, TO PROVIDE FOR FACILITY RENTAL AND RELATED USE FEES; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo Parks & Recreation Department, Civic Events Division maintains and operates facilities for events and other public use; and,

WHEREAS, the Civic Events Division maintains and operates various facilities suitable for events and private gatherings, and has established a schedule of rental rates and service fees that incorporate costs of providing the facilities and services; and,

WHEREAS, the City of San Angelo Code of Ordinances includes Appendix A, Fee Schedule, Article A15.000 “Facility Use Fees”, by which Council has designated facility use and related services fees; and,

WHEREAS, the City Council has reviewed staff’s accounting of Parks & Recreation Department, Civic Events Division facility maintenance and operation costs and revenues with respect division facilities and desires to establish facility rental, use and service fees that reasonably reflect the costs to the City of providing facilities and related services for public events and private occasions;

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

Section 1) Appendix A of the City Code of Ordinances, Article A15.000 “Facility Use Fees” is hereby amended by adding a new section, Section A15.003 “Civic Events Facility Use Fees”, to read as follows:

“Section A15.003 Civic Events Facility Use Fees

(a) El Paseo:

Camper Space	\$20
Courtyard	\$25
Electrical Hookup	\$25
Grounds	\$50 / day
Rental – Base Rate	\$100 / day *
Rental - Convention	\$150 / day *
Rental – Ticketed Events	\$200 / day *

* 10% Discount for Monday – Thursday rentals

(b) Farmer's Market Pavilion:

Rental – Base Rate	\$50 / day *
Rental - Convention	\$100 / day *
Rental – Ticketed Events	\$200 / day; 10% of sales * **

* 10% Discount for Monday – Thursday rentals

** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(c) Foster Coliseum:

Horse Stalls	\$10 / night
Move-in/Move-out	\$1,750 / day
Rental - Commercial, Non-ticketed	\$1,250 / day * **
Rental - Commercial, Ticketed	\$1,750 / day; 10% of sales * ** ***
Rental - Non-commercial, Non-ticketed	\$1,000 / day * **
Rental - Non-commercial, Ticketed	\$1,500 / day; 10% of sales * ** ***

* 10% Discount for Monday – Thursday rentals

** 50% Discount for Monday – Thursday half day rentals

*** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(d) Indoor Arena:

Rental - Commercial, Non-ticketed	\$150 / day *
Rental - Commercial, Ticketed	\$300 / day; 10% of sales * **
Rental - Non-commercial, Non-ticketed	\$100 / day *
Rental - Non-commercial, Ticketed	\$200 / day; 10% of sales * **

* 10% Discount for Monday – Thursday rentals

** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(e) McNease Convention Center:

Kitchen fee	\$100
Move-In/Move-Out	Half of Rental fee
Rental - Entire Building – Base Rate	\$2,000 / day *
Rental - Entire Building – Convention Rate	\$2,250 / day; 10% of sales * ***
Rental - Entire Building – Ticketed Rate	\$2,500 / day; 10% of sales * ***
Rental - Ballroom – Base Rate	\$1,500 / day * **
Rental - Ballroom – Convention Rate	\$1,500 / day; 10% of sales * ** ***
Rental - Ballroom – Ticketed Rate	\$1,650 / day; 10% of sales * ** ***
Rental - 1/3 Ballroom – Base Rate	\$500 / day * **
Rental - 1/3 Ballroom – Convention Rate	\$500 / day; 10% of sales * ** ***
Rental - 1/3 Ballroom – Ticketed Rate	\$550 / day; 10% of sales * ** ***

Rental - 2/3 Ballroom – Base Rate	\$1,000 / day * **
Rental - 2/3 Ballroom – Convention Rate	\$1,000 / day; 10% of sales * ** ***
Rental - 2/3 Ballroom – Ticketed Rate	\$1,100 / day; 10% of sales * ** ***
Rental - North meeting room	\$600 / day; \$300 / 4 hrs *
Rental - North 1/3 Small meeting room	\$200 / day; \$125 / 4 hrs *
Rental - North 2/3 Small meeting room	\$400 / day; \$250 / 4 hrs *
Rental - South meeting room	\$350 / day; \$200 / 4 hrs *
Rental - South 1/4 Small meeting room	\$100 / day; \$50 / 4 hrs *
Rental - South 1/2 Small meeting room	\$200 / day; \$100 / 4 hrs *
Rental - South 3/4 Small meeting room	\$300 / day; \$150 / 4 hrs *
Rental - Entire Upstairs meeting rooms	\$450 / day; \$225 / 4 hrs *
Rental - Single Upstairs meeting room	\$200 / day; \$100 / 4 hrs *

* 10% Discount for Monday – Thursday rentals

** 50% Discount for Monday – Thursday half day rentals

*** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(f) Pecan Creek:

Rental – Week Days (Monday- Thursday)	\$250 / day
Rental – Weekends (Friday-Sunday)	\$350 / day

(g) River Stage:

Rental – Base Rate	\$500 / day * **
Rental – Convention Rate	\$750 / day; 10% of sales * ** ***
Rental – Ticketed Rate	\$1,000 / day; 10% of sales * ** ***

* 10% Discount for Monday – Thursday rentals

** 50% Discount for Monday – Thursday half day rentals

*** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

(h) Other Rental Fees:

Rental – City Hall East Mezzanine	\$200 / day; \$125 / 4 hrs
Facility Fees – Base Rate	\$1.50 / ticket
Facility Fees – Multiple Date Users	\$0.75 / ticket
Facility Fees – Non-Profits	\$0.50 / ticket
Facility Fees – Non-Profits & Multiple Date Users	\$0.25 / ticket

(i) Miscellaneous:

Additional staffing (ticket sellers & takers, sound tech, ushers, stagehands, loaders, etc.)	\$15 / hour (4 hr minimum)
Novelties	20% of gross sales *

* Civic Events Manager has the authority to negotiate a capped rate.

(j) Extras: Civic Events Board may increase a fee for any listed extra, not to exceed 25% of the fee effective on date of this amendment to the Ordinance.

Additional tables after 20 complementary	Set by civic events board
Chairs - after 150	Set by civic events board
Dinnerware	Set by civic events board
Fencing	Set by civic events board
Forklift	Set by civic events board
Linen Napkins	Set by civic events board
Stage Lighting	Set by civic events board
Staging/Risers	Set by civic events board
Table Skirts	Set by civic events board
Tablecloths	Set by civic events board
Water and coffee set up	Set by civic events board

(k) Discounts and Supplemental User Fees

Any rental of 2 or more consecutive days is eligible for a 5% discount on the rental fee.

All rental agreements are from 8:00 A.M. to 12:00 A.M. Midnight. An additional \$100/hour will be charged to open prior to 8:00 A.M. on any day.

Facility Discount: Organizers/promoters of existing established events will be offered a 50-percent discount from the daily rental rates of Civic Events facilities if they meet the qualification listed in the Civic Events policies.

Multiple Use Discount: Clients may be offered a 25-percent discount (during weekday business hours) from the daily rental rates of Civic Events facilities if they meet the qualification listed in the Civic Events policies.”

Section 2: All provisions of Article 15.000 “Facility Use Fees” of Appendix A not amended hereby shall remain in full force and effect.

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

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

INTRODUCED on the 20th day of March, 2018, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of April, 2018.

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

Carl White, Director of Parks and Recreation

APPROVED AS TO CONTENT:

Tina Dierschke, Director of Finance

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget, 657-4211 X1235

Meeting Date: March 20, 2018

Item type: Regular

Caption:

Consideration of an ordinance of the City of San Angelo, Texas, amending Appendix A, "Fee Schedule", Article A15.000, "Facility use fees"; by adding Section A15.003 "Civic Events facility use fees", to provide for facility rental and related use fees; providing for severability; and, providing for an effective date.

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and adoption of existing fees which are not yet in an ordinance.

For Civic Events, there are 55 fees that have been previously approved/discussed in the past and simply need to be adopted in an ordinance at this time. We also recommend that 11 fees be set by the Civic Events Board, to allow for review of the cost of service more frequently.

Please see the attached fee chart for details.

Financial Impact:

There is no financial impact at this time.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

Draft ordinance

Presentation:

PowerPoint

Approvals/Reviews:

Tina Dierschke, Director of Finance

Civic Events Fee List

El Paseo:

Camper Space	\$20
Courtyard	\$25
Electrical Hookup	\$25
Grounds	\$50 / day
Rental – Base Rate	\$100 / day *
Rental - Convention	\$150 / day *
Rental – Ticketed Events	\$200 / day *

* 10% Discount for Monday – Thursday rentals

Farmer's Market Pavilion:

Rental – Base Rate	\$50 / day *
Rental - Convention	\$100 / day *
Rental – Ticketed Events	\$200 / day; 10% of sales * **

* 10% Discount for Monday – Thursday rentals

** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

Foster Coliseum:

Horse Stalls	\$10 / night
Move-in/Move-out	\$1,750 / day
Rental - Commercial, Non-ticketed	\$1,250 / day * **
Rental - Commercial, Ticketed	\$1,750 / day; 10% of sales * ** ***
Rental - Non-commercial, Non-ticketed	\$1,000 / day * **
Rental - Non-commercial, Ticketed	\$1,500 / day; 10% of sales * ** ***

* 10% Discount for Monday – Thursday rentals

** 50% Discount for Monday – Thursday half day rentals

*** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

Indoor Arena:

Rental - Commercial, Non-ticketed	\$150 / day *
Rental - Commercial, Ticketed	\$300 / day; 10% of sales * **
Rental - Non-commercial, Non-ticketed	\$100 / day *
Rental - Non-commercial, Ticketed	\$200 / day; 10% of sales * **

* 10% Discount for Monday – Thursday rentals

** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

McNease Convention Center:

Kitchen fee	\$100
Move-In/Move-Out	Half of Rental fee
Rental - Entire Building – Base Rate	\$2,000 / day *
Rental - Entire Building – Convention Rate	\$2,250 / day; 10% of sales * ***
Rental - Entire Building – Ticketed Rate	\$2,500 / day; 10% of sales * ***
Rental - Ballroom – Base Rate	\$1,500 / day * **
Rental - Ballroom – Convention Rate	\$1,500 / day; 10% of sales * ** ***
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Rental - 1/3 Ballroom – Base Rate	\$500 / day * **
Rental - 1/3 Ballroom – Convention Rate	\$500 / day; 10% of sales * ** ***
Rental - 1/3 Ballroom – Ticketed Rate	\$550 / day; 10% of sales * ** ***
Rental - 2/3 Ballroom – Base Rate	\$1,000 / day * **
Rental - 2/3 Ballroom – Convention Rate	\$1,000 / day; 10% of sales * ** ***
Rental - 2/3 Ballroom – Ticketed Rate	\$1,100 / day; 10% of sales * ** ***
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Rental - North 2/3 Small meeting room	\$400 / day; \$250 / 4 hrs *
Rental - South meeting room	\$350 / day; \$200 / 4 hrs *
Rental - South 1/4 Small meeting room	\$100 / day; \$50 / 4 hrs *
Rental - South 1/2 Small meeting room	\$200 / day; \$100 / 4 hrs *
Rental - South 3/4 Small meeting room	\$300 / day; \$150 / 4 hrs *
Rental - Entire Upstairs meeting rooms	\$450 / day; \$225 / 4 hrs *
Rental - Single Upstairs meeting room	\$200 / day; \$100 / 4 hrs *

* 10% Discount for Monday – Thursday rentals

** 50% Discount for Monday – Thursday half day rentals

*** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

Pecan Creek:

Rental – Week Days (Monday- Thursday)	\$250 / day
Rental – Weekends (Friday-Sunday)	\$350 / day

River Stage:

Rental – Base Rate	\$500 / day * **
Rental – Convention Rate	\$750 / day; 10% of sales * ** ***
Rental – Ticketed Rate	\$1,000 / day; 10% of sales * ** ***

* 10% Discount for Monday – Thursday rentals

** 50% Discount for Monday – Thursday half day rentals

*** Civic Events Manager has the authority to negotiate a capped rate for public ticketed events that cannot be less than the rental fee.

Other Rental Fees:

Rental – City Hall East Mezzanine	\$200 / day; \$125 / 4 hrs
Facility Fees – Base Rate	\$1.50 / ticket
Facility Fees – Multiple Date Users	\$0.75 / ticket
Facility Fees – Non-Profits	\$0.50 / ticket
Facility Fees – Non-Profits & Multiple Date Users	\$0.25 / ticket

Miscellaneous:

Additional staffing (ticket sellers & takers, sound tech, ushers, stagehands, loaders, etc.)	\$15 / hour (4 hr minimum)
Novelties	20% of gross sales *

* Civic Events Manager has the authority to negotiate a capped rate.

Extras:

Additional tables after 20 complementary	Set by civic events board
Chairs - after 150	Set by civic events board
Dinnerware	Set by civic events board
Fencing	Set by civic events board
Forklift	Set by civic events board
Linen Napkins	Set by civic events board
Stage Lighting	Set by civic events board
Staging/Risers	Set by civic events board
Table Skirts	Set by civic events board
Tablecloths	Set by civic events board
Water and coffee set up	Set by civic events board

Discounts:

Any rental of 2 or more consecutive days is eligible for a 5% discount on the rental fee.

All rental agreements are from 8:00 A.M. to 12:00 A.M. Midnight. An additional \$100/hour will be charged to open prior to 8:00 A.M. on any day.

Facility Discount: Organizers/promoters of existing established events will be offered a 50-percent discount from the daily rental rates of Civic Events facilities if they meet the qualification listed in the Civic Events policies.

Multiple Use Discount: Clients may be offered a 25-percent discount (during weekday business hours) from the daily rental rates of Civic Events facilities if they meet the qualification listed in the Civic Events policies.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Second reading and adoption of an ordinance amending Appendix A, "Fee Schedule", Article A13.000, "Health and Sanitation Related Fees", by adding a new section A13.005 "Nursing Division Fees" (Dierschke)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process, we explore new fees to charge for existing services, increases to fees for existing services, and adoption of existing fees which are not yet in an ordinance.

Under Health Services, there is an entire section of Nursing fees that have been approved/discussed in the past and simply need to be adopted in an ordinance at this time.

- Fees to be adopted with a set price:
 - o Copies of Medical Records: \$5
 - o Sampling Collection Fee: \$20
 - o STD Appointment/Testing: \$25
 - o STD Follow-up appointments: \$10
 - o TB Testing: \$20
- The below fees are transitioning to a "pass-through cost" method:
 - o Any reference lab services: Cost of lab services plus sampling collection fee

Financial Impact:

There is no financial impact at this time.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

- | | | |
|----|----------------------|--------------------------------------|
| 1. | Nursing - Ordinance | Nursing - Ordinance 2nd Reading.docx |
| 2. | Nursing - Background | Nursing - Background.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke
Kimberly Holle
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A13.000, "HEALTH AND SANITATION RELATED FEES"; BY ADDING A NEW SECTION A13.005 "NURSING DIVISION FEES"; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo Health Services Department, Nursing Division, provides a range of services designed to promote healthy living through prevention, protection and intervention; and,

WHEREAS, the Nursing Division operates public health clinics and incurs costs related to patient testing services, vaccinations, and other patient services for which out of pocket costs are incurred; and,

WHEREAS, annually fees and charges are reviewed to provide for fees reasonably related to costs of providing the services; and,

WHEREAS, the City of San Angelo Code of Ordinances includes Appendix A, Fee Schedule, Article A13.000 "Health and Sanitation Fees", which should provide for Nursing Division Fees not presently included within Appendix A Fee Schedule; and,

WHEREAS, the City Council has reviewed staff's accounting of Health Services Department, Nursing Division, patient related services costs and revenues, and desires to establish fees for patient services that reasonably reflect the cost to the City of providing the services;

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

Section 1) Appendix A of the City Code of Ordinances, Article A13.000 "Health and Sanitation Fees", be hereby amended by adding Section 13.005 "Nursing Division Fees" to read as follows:

"Sec. A13.005 Nursing Division Fees"

- | | | |
|-----|----------------------------|-------|
| (a) | Copies of Medical Records: | \$5. |
| (b) | Sampling Collection | \$20. |
| (c) | STD Appointment/Testing: | \$25. |
| (d) | STD Follow-up Appointment | \$10. |
| (e) | TB Testing: | \$20. |

(f) Lab Services: actual cost plus Sampling Collection fee.”

* The Health Services Director shall have the authority to reduce or waive Fee Schedule fees designated under this section for services provided at scheduled STD Outreach Clinics, and services provided through the in-house STD and immunizations clinics.

Section 2: All provisions of Article 13.000 “Health and Sanitation Related Fees” of Appendix A not amended hereby shall remain in full force and effect.

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

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

INTRODUCED on the 20th day of March, 2018, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of April, 2018.

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

PROVED AS TO CONTENT:

APPROVED AS TO FORM:

Sandra Villarreal, Health Services
Director

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget, 657-4211 X1235

Meeting Date: March 20, 2018

Item type: Regular

Caption:

Consideration of an ordinance of the City of San Angelo, Texas, amending appendix a, "Fee Schedule", Article A13.000, "Health and Sanitation Related Fees", by adding a new section A13.005 "Nursing Division Fees"; providing for severability; and, providing for an effective date.

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and adoption of existing fees which are not yet in an ordinance.

Under Health Services, there is an entire section of Nursing fees that have been approved/discussed in the past and simply need to be adopted in an ordinance at this time.

- Fees to be adopted with set price:
 - o Copies of Medical Records: \$5
 - o Sampling Collection Fee: \$20
 - o STD Appointment/Testing: \$25
 - o STD Follow-up appointments: \$10
 - o TB Testing: \$20
- The below fees are transitioning to a "pass through cost" method:
 - o Any reference lab services: Cost of lab services plus sampling collection fee

Financial Impact:

There is no financial impact at this time.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

Draft ordinance

Presentation:

PowerPoint

Approvals/Reviews:

Tina Dierschke, Director of Finance

City of San Angelo

Fee Review

Department: Health/Nursing

Fee Title: Hepatitis Panel

Current Fee: \$65

Proposed Fees: Cost of reference lab services plus sampling collection fee

Cost of Service: \$66

Financial Impact: N/A

Survey of Benchmark Cities:

City	Fee Amount	Notes
Odessa	Not Offered	
Midland	Not Offered	
Wichita Falls	\$18 / \$18 / \$48	Hep B Ab / Hep C / Hep B & C; Private Lab
Round Rock	\$10 / \$35	Qualatative / Quantitative; Private Lab
College Station	\$25	Hepatitis B Only; Private Lab

Additional Information:

City of San Angelo

Fee Review

Department: Health/Nursing

Fee Title: Herpes testing

Current Fee: \$85

Proposed Fees: Cost of reference lab services plus sampling collection fee

Cost of Service: \$109

Financial Impact: N/A

Survey of Benchmark Cities:

City	Fee Amount	Notes
Odessa	Not Offered	
Midland	Not Offered	
Wichita Falls	\$24 / \$23	HSV Type 1 / HSV Type 2; Private Lab
Round Rock	\$30	Private Lab
College Station	\$40	Private Lab (Scott & White)

Additional Information:

City of San Angelo

Fee Review

Department: Health/Nursing

Fee Title: MMR Titer

Current Fee: \$60

Proposed Fees: Cost of reference lab services plus sampling collection fee

Cost of Service: \$87

Financial Impact: N/A

Survey of Benchmark Cities:

City	Fee Amount	Notes
Odessa	Not Offered	
Midland	Not Offered	
Wichita Falls	\$57	Private Lab
Round Rock	\$50	\$35 test + \$15 Nurse visit; Private Lab
College Station	Not Offered	

Additional Information:

City of San Angelo

Fee Review

Department: Health/Nursing

Fee Title: Varicella Titer Testing

Current Fee: \$35

Proposed Fees: Cost of reference lab services plus sampling collection fee

Cost of Service: \$46

Financial Impact: N/A

Survey of Benchmark Cities:

City	Fee Amount	Notes
Odessa	Not Offered	
Midland	Not Offered	
Wichita Falls	\$26	Private Lab-CDD
Round Rock	\$35	\$20 + \$15 Nurse visit; Private Lab
College Station	Not Offered	

Additional Information:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Second reading and adoption of an ordinance amending Appendix A, "Fee Schedule", Article A9.000, "Planning Related Fees", by: amending Section A9.002 "Planning and Development Fees" repealing the fees for rehearing requiring renotification; amending Section A9.003 "Planned Development Fees" by repealing the fee for zone change sign deposit and refund for sign deposit; and deleting in its entirety Section A9.009 "Fees for Sign Placement or Erection"; providing for severability; and, providing for an effective date (Dierschke)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and adoption of existing fees which are not yet in an ordinance.

For Planning, the following changes are recommended:

- Remove – "Rehearing requiring renotification: \$50.00", as it will be replaced by the new advertising fee
- Remove – "Zone change sign deposit (per sign): \$37.50" and "Refund from sign deposit (per sign): \$25.00", as they are duplicated in Section A9.003
- Remove – sign placement fees in Article A9.009, "Fees for sign placement or erection" are duplicated in the ordinance appendix a, "Fee Schedule", Section A2.009, "Sign Permit Fees"

Staff proposes removal of all previously mentioned fees.

Financial Impact:

There is an estimated annual financial impact of \$0.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

- | | |
|---------------------------------------|--|
| 1. Planning Sign Removal - Background | Planning Sign Removal - Background.pdf |
| 2. Planning Sign Removal - Ordinance | Planning Sign Removal - Ordinance.docx |

Presentation:

Tina Dierschke, Jon James

Approvals/Reviews:

Tina Dierschke
Kimberly Holle
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget, 657-4211 X1235

Meeting Date: March 20, 2018

Item type: Regular

Caption:

Consideration of an ordinance of the City of San Angelo, Texas, amending Appendix A, "Fee schedule", Article A9.000, "Planning related fees", by: amending Section A9.002 "Planning and development fees" repealing the fees for rehearing requiring renotification; amending Section A9.003 "Planned development fees" by repealing the fee for zone change sign deposit and refund for sign deposit; and deleting in its entirety Section A9.009 "Fees for sign placement or erection"; providing for severability; and, providing for an effective date.

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and adoption of existing fees which are not yet in an ordinance.

For Planning, the following changes are recommended:

- Remove – "Rehearing requiring renotification: \$50.00", as it will be replaced by the new advertising fee
- Remove – "Zone change sign deposit (per sign): \$37.50" and "Refund from sign deposit (per sign): \$25.00", as they are duplicated in Section A9.003
- Remove – sign placement fees in Article A9.009, "Fees for sign placement or erection" are duplicated in the ordinance appendix a, "Fee Schedule", Section A2.009, "Sign Permit Fees"

Staff proposes removal of all previously mentioned fees.

Financial Impact:

There is an estimated annual financial impact of \$0.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

Draft ordinance

Presentation:

PowerPoint

Approvals/Reviews:

Tina Dierschke, Director of Finance

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A9.000, "PLANNING RELATED FEES", BY: AMENDING SECTION A9.002 "PLANNING AND DEVELOPMENT FEES" REPEALING THE FEES FOR REHEARING REQUIRING RENOTIFICATION; AMENDING SECTION A9.003 "PLANNED DEVELOPMENT FEES" BY REPEALING THE FEE FOR ZONE CHANGE SIGN DEPOSIT AND REFUND FOR SIGN DEPOSIT; AND DELETING IN ITS ENTIRETY SECTION A9.009 "FEES FOR SIGN PLACEMENT OR ERECTION"; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo has adopted a fee schedule, Appendix "A" to the Code of Ordinances, that includes Article A9.000 "Planning Related Fees"; and,

WHEREAS, Appendix A, Article A9.000 "Planning Related Fees", Section A9.002 "Planning and Development Fees" provides a fee for rehearing requiring renotification the purpose of which is encompassed within the new advertising fee; and,

WHEREAS, Appendix A, Article A9.000 "Planning Related Fees", Section A9.003 "Planned Development Fees" provides a fee for sign deposit and provides for sign deposit refund, which fee and refund provisions are included under Section A9.002 "Planning and development fees"; and,

WHEREAS, Appendix A, Article A9.000 "Planning Related Fees", Section A9.009 "Fees for sign placement or erection" duplicates the provision for sign permit fees under Article A2.000 "Building and Construction Related Fees" Section A2.009 "Sign permit fees";

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

Section 1) Appendix A of the City Code of Ordinances, Article A9.000 "Planning Related Fees, Section A9.002 "Planning and development fees" be and the same is hereby amended by repealing the fee for "Rehearing requiring renotification: \$50.00".

Section 2.) Appendix A of the City Code of Ordinances, Article A9.000 “Planning Related Fees, Section A9.003 “Planned development fees” be and the same is hereby amended by repealing the fee for “Zone change sign deposit (per sign): \$37.50” and repealing the “Refund from sign deposit (per sign): \$25.00”, and restating Section A9.003 in its entirety to read as follows:

“Sec. A9.003 Planned development fees

- (a) Application for zone change to PD district, requiring an area of 1.0 acre or more: \$600.
- (b) Application for site plan review of proposed development in PD district: \$125.00.
- (c) Application to amend PD ordinance: \$225.00.”

Section 2.) Appendix A of the City Code of Ordinances, Article A9.000 “Planning Related Fees”, Sections A9.009 “Fees for sign placement or erection”, be and the same is hereby repealed in its entirety.

Section 3: All provisions of Article 9.000 “Planning Related Fees”, of Appendix “A” not amended or repealed hereby shall remain in full force and effect.

Section 4: The terms and provisions of this ordinance shall be deemed to be severable in that if any portion of this ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this ordinance.

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

INTRODUCED on the 20th day of March, 2018, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of April, 2018.

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

Jon James, Director of Planning and
Development

APPROVED AS TO CONTENT:

Tina Dierschke, Director of Finance

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Coordinator, Budget, 325-657-6291

Meeting Date: March 20, 2018

Item type: Regular Item

Caption:

Consider first hearing of an ordinance amending Appendix A, "fee schedule", Article A13.000, "Health and sanitation related fees"; Section 13.001 "Restaurant permit fee" by adding a fee for "Additional service area" in addition to the annual food establishment permit fee - (Presentation made by Finance Director Tina Dierschke)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process, we explore new fees to charge for existing services, increases to fees for existing services, and ratification of existing fees which have not yet been adopted in an ordinance.

For Environmental Health, there is one fee that has been approved/discussed in the past and simply need to be adopted in an ordinance at this time.

- Annual food establishment permit fee for additional service area: \$25.00.

Financial Impact:

There is no financial impact at this time.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

- | | |
|-------------------------------------|---------------------------------------|
| 1. Environmental Health - Ordinance | Environmental Health - Ordinance.docx |
| 2. Health - Background | Health - Background.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A13.000, "HEALTH AND SANITATION RELATED FEES"; SECTION 13.001 "RESTAURANT PERMIT FEE" BY ADDING A FEE FOR "ADDITIONAL SERVICE AREA" IN ADDITION TO THE ANNUAL FOOD ESTABLISHMENT PERMIT FEE; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo Health Services Department, Environmental Health Division, provides inspection and permitting services relating to food service establishments necessary to provide for public health and safety; and,

WHEREAS, annually fees and charges are reviewed to provide for fees reasonably related to costs of providing department and division services; and,

WHEREAS, the City of San Angelo Code of Ordinances includes Appendix A, Fee Schedule, Article A13.000 "Health and Sanitation Fees", which provides for a restaurant permit fee the provision of which may require inspection of multiple service areas; and,

WHEREAS, the City Council has reviewed staff's accounting of Health Services Department, Restaurant Permit Fees and calculations relating to the costs of related inspections including inspection of multiple service areas, and desires to establish fees for additional service areas under a permit that reasonably reflect the cost to the City of providing the services;

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

Section 1) Appendix A of the City Code of Ordinances, Article A13.000 "Health and Sanitation Fees", Section A13.001 "Restaurant permit fees" be hereby amended by adding an Annual food establishment permit for each additional service area and redesignating fees (a) through (e) to (a) through (f), restating Section 13.001 in its entirety to read as follows:

"Sec. A13.001 Restaurant permit fee

- | | | |
|-----|---|--------|
| (a) | Annual food establishment permit: | \$150. |
| (b) | Annual food establishment Permit fee
for each additional service area: | \$ 25. |
| (c) | Six month seasonal food establishment permit: | \$100. |
| (d) | Fourteen day temporary food establishment permit | \$ 70. |

- (e) Three day temporary food establishment permit: \$ 50.
(f) Late fee : \$ 25"

Section 2: All provisions of Article 13.000 "Health and Sanitation Related Fees" of Appendix A not amended hereby shall remain in full force and effect.

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

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

INTRODUCED on the 20th day of March, 2018, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of April, 2018.

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

PROVED AS TO CONTENT:

APPROVED AS TO FORM:

Sandra Villarreal, Health Services
Director

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget, 657-4211 X1235

Meeting Date: March 20, 2018

Item type: Regular

Caption:

Consideration of an ordinance of the city of San Angelo, Texas, amending Appendix A, "fee schedule", Article A13.000, "Health and sanitation related fees"; Section 13.001 "Restaurant permit fee" by adding a fee for "Additional service area" in addition to the annual food establishment permit fee; providing for severability; and, providing for an effective date.

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and adoption of existing fees which are not yet in an ordinance.

For Environmental Health, there is one fee that has been approved/discussed in the past and simply need to be adopted in an ordinance at this time.

- Annual food establishment permit fee for additional service area: \$25.00.

Financial Impact:

There is no financial impact at this time.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

Draft ordinance

Presentation:

PowerPoint

Approvals/Reviews:

Tina Dierschke, Director of Finance

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018, for capital projects (Dierschke)

Summary/History:

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

- Civic Events Capital Improvements

Financial Impact:

\$294,000 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|--------------------------|--------------------------------|
| 1. | Ordinance | Ordinance 3-20-18.docx |
| 2. | BA Civic Events Chillers | BA Civic Events Chillers 1.pdf |

Presentation:

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Kimberly Holle	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2017, AND ENDING SEPTEMBER 30, 2018, FOR INCOMPLETE
PROJECTS, DONATIONS, AND GRANTS.**

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

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2017-2018 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 20th day of March, 2018, and APPROVED and ADOPTED on this the 3rd day of April.

ATTEST:

CITY OF SAN ANGELO, TEXAS

Bryan Kendrick, City Clerk

Brenda Gunter, Mayor

Approved as to Content and Form:

Tina Dierschke, Finance Director

City of San Angelo
Proposed Budget Amendment
Exhibit A

<u>Fund</u>	<u>Total Revenue Amendment</u>	<u>Total Expense Amendment</u>	<u>Net Benefit/(Cost)</u>
410 – Civic Events Fund	\$294,000.00	\$294,000.00	\$ -
605 – Hotel Occupancy Tax Fund	\$ -	\$294,000.00	\$ (294,000.00)
	\$294,000.00	\$ 588,000.00	\$ (294,000.00)

City of San Angelo
Proposed Budget Amendment
Additional Information

<u>Project/Need</u>	<u>Source of Funding</u>	<u>Revenue</u>	<u>Expense</u>	<u>Net Benefit/(Cost)</u>
Civic Events Capital Improvements	HOT Fund Balance	\$294,000.00	\$588,000.00	\$ (294,000.00)
		\$294,000.00	\$ 588,000.00	\$ (294,000.00)

Memo

To: Tina Dierschke, Finance Director
From: Carl White, Director of Parks and Recreation
Date: 03/14/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the replacement of a chiller at Foster Communications Coliseum/1st Community Federal Credit Union Spur Arena in addition to other projects

Source of Funding:

Hotel Occupancy Tax fund balance for facility improvements in the Civic Events fund

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

Discussion item approved on 3/6/18 along with awarding of the bid.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Hotel Occupancy Tax fund:			0
Transfer out to Civic Events	891,600	294,000	1,185,600
			0
Civic Events fund:			0
Transfer in from Hotel Tax	891,600	294,000	1,185,600
Capital Improvemnts	177,944	294,000	471,944

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lindsey Janzen , Business & Finance Analyst, Airport, (325) 659-6409 X 101

Meeting Date: April 3, 2018

Item type: Consent Item

Caption:

Consider a resolution authorizing the negotiation and execution of Airport personal property storage unit leases by the City Manager or his designee, and approving lease form - (Presentation made by Airport Director Luis Elguezabal)

Summary/History:

The T-Hangar Storage Unit rates were approved December 12, 2017 with the schedule of rates and charges at San Angelo Regional Airport. The proposed T-Hangar storage lease was unanimously approved by the Airport Advisory Board on March 1, 2018. There are 4 units available at \$90.00/month without garage door and 2 units available at \$120.00/month with garage door. This lease will exclude commercial uses of the storage areas.

Financial Impact:

There are 4 units available at \$90.00/month without garage door and 2 units available at \$120.00/month with garage door.

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------------------|---|
| 1. | Resolution | 18-XXX_AP_STORAGE_UNIT_LEASE_AUTHORIZATION.docx |
| 2. | 18-XXX_AP_STORAGE_UNIT_LSE_FINAL | 18-XXX_AP_STORAGE_UNIT_LSE_FINAL.docx |

Presentation:

Approvals/Reviews:

Lindsey Janzen	Created/Initiated
Luis Elguezabal	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE AIRPORT STORAGE UNIT LEASES FOR PERSONAL PROPERTY STORAGE UNITS AT THE SAN ANGELO REGIONAL AIRPORT.

WHEREAS, the city of San Angelo operates the San Angelo Regional Airport—Mathis Field, including facilities that include multiple storage units for the storage of personal property; and,

WHEREAS, the Airport Director has approved a form Airport Storage Unit Lease for the storage of personal property other than aircraft to be approved by City Council, and,

WHEREAS, the lease of storage units for the storage of personal property is a part of the regular business of operation of the Airport;

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

The City Manager or his designee is hereby authorized to negotiate and execute Airport Storage Unit Leases for storage of personal property other than aircraft at the San Angelo Regional Airport, Mathis Field.

PASSED, APPROVED, AND ADOPTED on this the ____ day of _____ 2018.

CITY OF SAN ANGELO

ATTEST”

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Luis Elguezabal, Airport Director

Theresa James, City Attorney

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD

AIRPORT STORAGE UNIT LEASE

Storage Unit___ at _____ Hangar Rd.

This Airport Storage Unit Lease ("Lease" or "Agreement") is entered into between the CITY OF SAN ANGELO, a Texas home-rule municipal corporation, acting by and through its duly authorized Airport Director("Landlord" or "City"), and _____

_____,*
resident of, or authorized to do business in, Texas ("Tenant").

** If an entity execution must be by a duly authorized officer for corporation, managing member for LLC or general partner for partnership or limited partnership.*

RECITALS:

A. Landlord is the owner and operator of the San Angelo Regional Airport-Mathis Field located at 8618 Terminal Circle, San Angelo, Texas ("Airport"); and

B. Tenant warrants to Landlord that Tenant (and, if joint ownership _____)** is/are owners or lawful custodians of the stored personal property specifically described or the nature of which is generally described on **Exhibit "A"**, attached and made a part hereof for all purposes, and hold the exclusive right to possess, maintain, store, or dispose of the stored items.

***All individuals named as having an ownership interest must execute the lease.*

C. Landlord and Tenant desire to enter into a lease agreement for Storage Unit _____, located at _____ Hangar Road, San Angelo Regional Airport—Mathis Field, said Storage Unit being described and depicted on **Exhibit "B"**, attached hereto and made a part hereof for all purposes (hereinafter "Storage Unit" or "Leased Premises"); and

D. Landlord deems it advantageous to grant to Tenant a lease of Storage Unit for purposes of storing items of the nature described herein and for no other purpose whatsoever;

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms herein contained, Landlord and Tenant agree as follows:

1. LEASED PREMISES

1.1 Adoption of Recitals. The foregoing recitals are acknowledged by the parties to be true and correct, and are adopted as part of the terms and conditions of this Lease.

1.2 Lease of Premises. In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises described herein and generally known as Storage Unit _____, located at _____ Hangar Road, Mathis Field, San Angelo, Tom Green County, Texas, more particularly described and depicted on **Exhibit "B"**, which is attached hereto and made a part hereof for all purposes (hereinafter "Leased Premises").

1.3 No Express or Implied Warranties. TENANT HAS EXAMINED AND ACCEPTS THE LEASED PREMISES AND ANY IMPROVEMENTS AND FIXTURES ON THE LEASED PREMISES, IN THEIR PRESENT "AS-

IS” PHYSICAL CONDITION, WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY. NO REPRESENTATION, STATEMENT, GUARANTY OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF LANDLORD AS TO THE CONDITION OR SECURITY OF THE LEASED PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE LEASED PREMISES. IN NO EVENT SHALL LANDLORD BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE LEASED PREMISES OR FOR ANY LIMITATION ON THE UTILIZATION OF THE LEASED PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT NOT WITHIN THE LANDLORD'S CONTROL.

2. TERM.

2.1 Initial Term. This Lease is granted for an initial term of twelve (12) months beginning

_____, 20 __, the “Effective Date”, and ending _____, 20____.

2.2 Renewal of Term. Subject to earlier termination as herein provided, this Lease shall automatically renew and be extended for an additional year on the first and each subsequent Anniversary of the Effective Date unless either party provides the other written notice, at least thirty (30) days prior to an Anniversary Date, of non-renewal.

2.3 Holdover. Any holding over by Tenant under this Lease after the expiration of the initial term or any extension thereof shall operate and be construed only as a tenancy from month to month, terminable at the will of Landlord on thirty (30) day written notice of termination given to Tenant.

3. RENT.

3.1 Rent. During the initial term of this Lease, Tenant shall pay rent to Landlord for the use of Leased Premises in the sums and on the payment schedule set forth at **Exhibit “C”**, attached hereto and made a part of this Lease for all purposes. Tenant shall have the option to prepay rent annually, due at commencement of the Lease Term and on each anniversary thereafter, in a sum equal to the then annual rent discounted by ten percent (10%). Rent shall be adjusted every third year of the Lease Term as extended pursuant to the Schedule of Airport Rates and Charges then applicable.

3.2 Time for Rent Payment. The first monthly rental payment shall be due and payable on the above stated Effective Date, and subsequent monthly rental payments shall automatically become due and payable on the 6th day of each succeeding month thereafter, for the initial term of this Lease, or any extension thereof, or until this Lease is earlier terminated as provided for herein, subject to Tenant’s option to prepay rent annually as provided at Section 3.1 above.

3.3 Place of Payment. All payments due by Tenant to Landlord under this Lease shall be made at the Airport Director’s office at San Angelo Regional Airport—Mathis Field, 8618 Terminal Circle, Suite 101, San Angelo, Texas 76904, or at such other place as Landlord may from time to time designate by written notice to Tenant.

3.4 Delinquent Payments. Tenant shall pay to Landlord a late charge and interest for any rent payment past due in accordance with City ordinances, provided however, that this provision for late charges or interest shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.

3.5 Adjustments to Rent. Rents are based upon the schedule of San Angelo Regional Airport—Mathis Field Rates and Charges adopted by resolution of City Council as recommended by the Airport Advisory Board from time to time. Effective three years from the Effective Date of this Lease and on each third Anniversary Date thereafter, Rent provided for hereinabove will be adjusted to the rent applicable under the Schedule

of Airport Rates and Charges as hereinafter amended by resolution of City Council. Notwithstanding the foregoing to the contrary, in no event will such adjustment result in a reduction of rent under this Lease.

- 3.6 Landlord Collection Costs As Additional Rent. Tenant shall pay on demand by Landlord as additional rent all of Landlord's costs including, but not limited to, attorney's fees and court costs, incurred by Landlord in enforcing any of Tenant's obligations under this Lease.

4. UTILITIES, TAXES AND FEES.

- 4.1 Utilities. Tenant shall not install or cause to have installed any utility or service to or about the Leased Premises without Landlord's prior written consent.
- 4.2 Taxes and Assessments. It is further understood and agreed that Tenant shall pay and discharge all taxes, general and special assessments and other charges of every description which during the initial term of this Lease and any extensions or holdover thereof may be levied on or assessed against the Tenant's personal property and Tenant constructed or installed improvements, if any, placed on the Leased Premises. Tenant 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 TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS LANDLORD FROM ALL SUCH TAXES, CHARGES AND ASSESSMENTS.
- 4.3 Incidental Fees. Tenant shall pay or cause to be paid all incidental charges that relate to Tenant's permitted use and occupancy of the Leased Premises.

5. LAWS, REGULATIONS AND LIMITATIONS.

- 5.1 Observance. Tenant shall observe and obey all applicable federal, state and local laws and regulations applicable to Tenant's use and occupancy of the Leased Premises, including all Environmental Requirements. Tenant agrees to observe and obey all Airport rules and regulations promulgated and enforced by the City of San Angelo and by any other governmental authority having jurisdiction over the conduct of operations at the Airport.
- 5.2 Lease Limited. It is agreed that this Lease shall be limited, notwithstanding its terms, by the provision of any existing or future agreement between Landlord and the United States government, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of federal funds for the maintenance or development of the Airport.
- 5.3 Waste Water. If Tenant's use of the Leased Premises results in the discharge or potential discharge of waste water, Tenant shall immediately apply to the Texas Commission on Environmental Quality (TCEQ) for a waste water discharge permit. Tenant shall also advise the Airport Director of the drains or other waste water facilities Tenant intends to use in disposing of waste waters. The Airport Director may designate sewers or other facilities for Tenant to use for disposal of waste water.
- 5.4 Hazardous Material/Contaminants. Tenant agrees that Tenant will not cause or permit release, discharge or spillage by Tenant, its licensees, officers, agents, employees, subleasees, business invitees or guests of any hazardous material or contaminants, either intentionally or negligently, by act or omission, onto Leased Premises or Airport property. If any such release, discharge, or spillage does occur, Tenant shall immediately notify the Airport Director and the TCEQ, promptly followed by written documentation of the notice and shall, at Tenant's expense, comply with all removal, cleanup and remedial directives or requirements issued. As between Landlord and Tenant, Tenant shall be solely liable for remedial costs and damages relating to any release, discharge or spillage of hazardous substances or contaminants as a result of the operation of Tenant's aeronautical business.

- 5.5 Environmental Condition of Leased Premises. TENANT WARRANTS THAT IT HAS INSPECTED THE LEASED PREMISES TO ITS SATISFACTION AND THAT TENANT IS SATISFIED THAT THERE ARE NO HAZARDOUS WASTES OR CONTAMINANTS LOCATED THEREON. TENANT UNDERSTANDS THAT TENANT SHALL REMOVE, AT TENANT'S EXPENSE, ANY HAZARDOUS WASTE OR CONTAMINANT FROM LEASED PREMISES BEFORE TERMINATION OR ABANDONMENT OF THIS LEASE AND BE RESPONSIBLE FOR PERFORMANCE OF REMEDIATION REQUIRED, IF ANY, AND RELATED COSTS.
- 5.6 Easements. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas and other mineral lease and right-of-way easements of any nature which may have been executed prior to this Lease or which may be executed hereafter by Landlord, in Landlord's sole discretion. If, however, any exploration or production occurs that materially interferes with the conduct of Tenant's business at the Leased Premises, Tenant may terminate this Lease by delivering written notice to Landlord as herein provided.
- 5.7 Compliance with the Department of Homeland Security. Tenant agrees to comply fully with the guidelines set forth in 49 CFR Part-1542 Airport Security in all pertinent parts as directed either by representatives of the federal government or the Airport Director or his designee. Tenant shall be solely responsible for securing Tenant's personal property on the Leased Premises and shall hold Landlord harmless from any claim or liability for damage to or loss of such personal property.

6. CONDITION AND USE OF LEASED PREMISES.

- 6.1 NO WARRANTY. LANDLORD MAKES 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. EXCEPT AS TO THE LEASED PREMISES DESCRIBED ON **EXHIBIT "A"** ATTACHED, LANDLORD WARRANTS THAT AT THE EFFECTIVE DATE OF THIS LEASE AGREEMENT SAID PREMISES ARE NOT IN VIOLATION OF APPLICABLE ENVIRONMENTAL REGULATIONS.
- 6.2 Acceptance and Use. Landlord and Tenant agree that the Leased Premises will be used solely for the limited purposes of storage of personal property of the nature described herein, but excluding aircraft, and for no other purpose whatsoever. No hazardous commercial or substances shall be permitted upon or stored on the Leased Premises.
- 6.3 Standards. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to maintain standards relative to maximum heights for buildings or other structures and set-back building lines in relation to the runways, taxiways, navigational airspace, parking aprons, or other facility conditions, which would limit or impair the usefulness of the Airport Master Plan or constitute a hazard to aircraft.
- 6.4 Improvements and Modifications. Tenant shall not alter or improve the Leased Premises in any respect without Landlord's prior written consent. Any such alteration or improvement to which Landlord consents must fully comply with all laws, rules, regulations, codes, standards, and policies (including, without limitation, local regulations, codes and ordinances) of any governmental authority with jurisdiction over the Airport (including, without limitation, the City of San Angelo, Texas).
- 6.5 Ingress and Egress. Tenant and its employees, patrons, guests, invitees, contractors and subcontractors, shall have the right of ingress to and egress from the Leased Premises and the right, in common with others so authorized, to use common areas of the Airport, subject to federal, state, City and Airport rules and regulations.
- 6.6 Storage and Parking. Outside storage of any property including, but not limited to, equipment, parts, accessories, vehicles (whether operable, abandoned or inoperable), is expressly prohibited. Other uses,

including temporary parking of motor vehicles incident to Tenant's occupancy, unless specifically approved herein, shall be upon the Leased Premises only. Tenant shall not use or permit employees, patrons, invitees or guests to use Airport property in a manner contrary to the rules and regulations of the Airport.

6.7 Aircraft and Vehicle Identification. Tenant agrees to register all aircraft and vehicles permitted to be used on the Airport property, with the Airport Director.

6.8 Noise Abatement. Tenant shall actively participate in and comply with all noise abatement procedures, policies and programs as set forth by Landlord.

7. TENANT DUTIES.

7.1 Without limiting the foregoing or any other provision of this Agreement Tenant shall NOT:

- a) Keep anything within the Leased Premises or use the Leased Premises for any purpose in violation of any applicable law, rule, regulation, standard, or policy, or which increases the insurance premium costs or invalidates any insurance policies carried on the Leased Premises or other parts of the Airport without Landlord's prior written consent.
- b) Use the Leased Premises for any activity that creates a nuisance, damages the Premises or any premises or other property located adjacent thereto, or violates any local, state, or federal ordinance, zoning, code, law, rule or regulation. Tenant shall comply with noise abatement standards at the Airport.
- c) Permit nor take any action that would constitute a nuisance or would disturb or endanger other tenants of the Airport or unreasonably interfere with their use of the Airport.
- d) **Use the Leased Premises for commercial purposes of any kind, specifically, but not limited to, the following: commercial workshop, repair shop or maintenance shop, welding, spray-painting, chemical removal of paint, and aircraft repairs are strictly prohibited within the Leased Premises.**
- e) Start or run aircraft engines within the Leased Premises for any reason.
- f) Have or allow any type of open flame (i.e., kerosene heater, gas heater).
- g) Store any of the following within the Leased Premises: explosives; fireworks; ammunition; paint; no more than five (5) gallons of gasoline in an NFPA approved container; grease; flammable, combustible, chemical, odorous, corrosive, pollutant, toxic or other inherently dangerous materials or waste; firearms; weapons prohibited by law; any property or controlled substance that violates any order, law, rule, or regulation of any governmental authority.
- h) Store toxic or combustible items, files, books, records, paper items and goods related to the operation of any business. Issues regarding storage of items will be resolved by the Airport Director.

7.2 Without limiting the foregoing or any other provision of this Agreement Tenant shall:

- a) Take good care of the Leased Premises and shall not commit any waste thereof. Tenant agrees to keep and maintain the Leased Premises in a neat and clean condition by prompt removal of all trash, litter, debris and junk, and shall keep said Premises cleared of all objectionable matter. In the event Tenant shall fail to keep and maintain the Leased Premises as herein required, as determined in the sole discretion of Landlord, then the Landlord, after notice to Tenant of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the labor and materials to be expended that are reasonably necessary to accomplish the required maintenance, and Tenant expressly agrees that the reasonable cost of any such labor and materials shall be deemed additional rent, becoming past due thirty (30) days from the date on which any such maintenance work is completed and notice of the amount due is given to Tenant

- b) Perform only those Aircraft repairs and/or maintenance which are specifically authorized under Federal Aviation Regulations Part 43, preventative maintenance allowed by owner/pilot, which does not require the services of a licensed A&P Mechanic. If Tenant is a properly licensed A&P Mechanic, Tenant may perform any maintenance and repairs to Tenant's own aircraft, which is permitted by such license.
- c) Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all items necessary or desirable for the use and operation of the Leased Premises, including, without limitation, items such as light bulbs.
- d) Tenant shall provide a lock on the Storage Unit immediately after execution of this Agreement. Tenant shall keep the Storage Unit locked when Tenant or Tenant's agents or guests are not on the Leased Premises. If the Storage Unit is found unlocked by Landlord in violation of this provision, Landlord may overlock the Storage Unit until Tenant cures the violation. Upon the expiration or earlier termination of this Lease, Tenant shall remove Tenant's lock, clear out the and vacate the Storage Unit, leave the Leased Premises clean and in reasonable and tenantable condition, and notify Landlord that the Leased Premises have been cleaned and vacated.

8. LANDLORD DUTIES

- 8.1 Landlord shall maintain the common areas of the Airport facilities.
- 8.2 Landlord shall maintain and operate the Airport in compliance with the safety and security regulations established by the Federal Aviation Administration and other appropriate regulatory authorities.
- 8.3 Landlord shall maintain and operate the Airport with adequate and efficient personnel, keep in good repair the airport appurtenances and facilities, and keep access ways and approaches reasonably free from obstruction, congestion and interference.
- 8.4 If any such maintenance or repairs are necessitated solely by the acts of Tenant or its employees, agents, contractors, sub-contractors, licensees, invitees or guests, Tenant shall reimburse Landlord for the reasonable cost thereof, as additional rent, to be paid within thirty (30) days after notice of such cost is given to Tenant as herein provided.

9. INSURANCE.

- 9.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Tenant for the purpose of complying with this Lease.
 - 9.1.1 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.
 - 9.1.2 Named Insured Parties. All insurance policies required herein shall be drawn in the name of Tenant, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insured parties, except on Workers' Compensation coverage.
 - 9.1.3 Waiver of Subrogation. Tenant 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. Landlord shall waive all claims against Tenant for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.

- 9.1.4 Certificates of Insurance. At or before the time of execution of this Lease, Tenant 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, Tenant 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 West College, San Angelo, Texas 76903.
- 9.1.5 Tenant's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease. Tenant'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 Leased Premises. Failure of Tenant to maintain adequate coverage shall not relieve Tenant of any contractual responsibility or obligation.
- 9.2 Types and Amounts of Insurance Required. Tenant shall obtain and continuously maintain in effect at all times during the term hereof, at Tenant's sole expense, insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:
- 9.2.1 Comprehensive general liability insurance insuring Tenant against any liability arising out of this Lease Agreement, or the use, occupancy, or maintenance of the Leased Premises and all areas appurtenant to the Leased Premises. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for property damage, bodily injuries, or deaths of persons occurring in and about the premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Tenant or those for whom Tenant is responsible. Such insurance may provide for a sub limit of not less than One Hundred Thousand (\$100,000) per person. The insurance policy shall insure the hazards of the demised premises and operations conducted in and on the demised premises, independent contractors, contractual liability (covering the indemnity included in this Lease Agreement), and shall name Landlord as an additionally insured party. Landlord shall be furnished with a copy of the certificate of insurance. The liability insurance policy also showing endorsements requiring thirty (30) days' written notice to Landlord prior to any cancellation or any reduction in the amount of coverage.

10. INDEMNIFICATION.

- 10.1 GENERAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE 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 TENANT 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 TENANT, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF TENANT AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE OR SUSTAINED IN OR UPON THE LEASED PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE

DONE BY TENANT HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE TENANT TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.2 ENVIRONMENTAL.

10.2.1 Negative Covenants.

- (a) No Hazardous Material on Premises. Except in strict compliance with all Environmental Requirements, and except as permitted in the use provisions hereof, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Leased Premises by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or any other person. Tenant shall deliver to Landlord copies of all documents which Tenant provides to any governmental body in connection with compliance with Environmental Requirements with respect to the Leased Premises, such delivery to be contemporaneous with provision of the documents to the governmental agency.
- (b) No Violations of Environmental Requirements. Tenant shall not cause, permit or suffer the existence or the commission by Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees, or by any other person a violation of any Environmental Requirements upon, about or beneath the Leased Premises or any portion thereof.
- (c) No Environmental or Other Liens. Tenant shall not create or suffer or permit to exist with respect to the Leased Premises, any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(l) or any similar state statute to the extent that such lien arises out of the actions of Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees.

10.2.2 Survival of Environmental Obligations. The obligations of Tenant as set forth in this Part 10 and all of its subparagraphs shall survive termination of this Lease.

10.2.3 ENVIRONMENTAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE 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 ENVIRONMENTAL DAMAGES OCCURRING ON OR OFF THE LEASED PREMISES OR AIRPORT PROPERTY, INCLUDING THE EXPENSE OF THE REMEDIATION THEREOF, RESULTING FROM OR ARISING OUT OF ACTS OR OMISSIONS OF TENANT OR TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, GUESTS, LICENSEES OR INVITEES. TENANT SPECIFICALLY AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA. TENANT SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF TENANT OR ANY PERSON ACTING ON BEHALF OF TENANT REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. LANDLORD SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR

ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF LANDLORD 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.

10.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS LEASE SHALL SURVIVE THE EXPIRATION OF THIS LEASE 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 LEASE BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF TENANT IN PERFORMING UNDER THIS LEASE.

10.4 APPLICATION TO SURROUNDING PROPERTY. THE INDEMNIFICATION PROVISIONS OF THIS LEASE EXTEND TO CLAIMS AND ASSESSMENTS RELATING TO RUNOFF, LEACHATE, OR OTHER INFILTRATION THAT MAY OCCUR OR HAS OCCURRED AT OR NEAR THE SITE OF LANDFILLS, TRANSFER STATIONS, OR OTHER SOLID WASTE FACILITIES AND SURROUNDING AREAS AND FOR WHICH LIABILITY IS ASSERTED TO HAVE EXISTED FROM OPERATION OF THE LEASED PREMISES BY TENANT.

11. TERMINATION OF LEASE.

11.1 Violation of Law. A finding that Tenant is in violation of any applicable law or regulation by a trial court or state or federal regulatory agency having jurisdiction is a material breach of this Lease for which Landlord may terminate the Lease or elect such other remedy as Landlord may be entitled to hereunder, at law or in equity.

11.2 Abandonment or Default. In the event Tenant shall (1) abandon the Leased Premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days, Landlord shall have the right to terminate this Lease. Likewise, if Landlord shall default in the performance of any of the covenants and conditions required herein to be kept and performed by Landlord, and such default continues for a period of thirty (30) days, Tenant shall have the right to terminate this Lease. Landlord or Tenant shall give ten (10) days written notice of its intention to terminate the Lease and either party will have such ten (10) days within which to cure such default and thereby avoid termination. Notice shall be sufficient if given in accordance with the notice provision in this Lease and delivered to either party at the address specified in this Lease or at such other address as has been designated in writing. Upon Landlord's or Tenant's election to terminate, this Lease shall cease, subject to survival of remedies provided for herein.

11.3 Bankruptcy or Insolvency. In the event Tenant: (1) files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or takes the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or proceedings are taken by Tenant under any relevant Bankruptcy Act in force in any jurisdiction available to Tenant, or Tenant seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Leased Premises, or makes any general assignment for the benefit of creditors, or (2) a petition is filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation, and shall remain not dismissed for an aggregate of one hundred twenty (120) days, or if any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Leased Premises is appointed without the consent or acquiescence of Tenant and such appointment remains un-vacated for an aggregate of twenty (20) days; then either such event shall constitute a default by Tenant and Landlord shall have the

right to immediately terminate this Lease on written notice to Tenant, without further opportunity to cure.

- 11.4 Re-entry By Landlord. In the event Landlord elects to re-enter or take possession of the Leased Premises, Tenant shall quit and peaceably surrender the Leased Premises to Landlord, and Landlord may enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. Upon termination of this Lease, Landlord may re-enter and take immediate possession of the Leased Premises and remove Tenant's effects, property and improvements, with or without process of law, without being deemed guilty of trespassing. Any property, effects or improvements left by Tenant and not removed from the Leased Premises or retrieved within thirty (30) days of termination of this Lease, shall be deemed abandoned by Tenant and subject to disposal at the discretion of Landlord. Tenant shall reimburse Landlord for any storage or disposal fees incurred by Landlord in storing of or disposal of property of Tenant. Landlord shall not be liable for damages by reason of re-entry or the storage or disposal of Tenant's property, and Tenant hereby waives any claim or right to claim in the future such damages.
- 11.5 Possession. Tenant agrees at the termination of this Lease to deliver possession of the Leased Premises peacefully to the Landlord or its agents or employees; and if it fails to give peaceful possession thereof, Landlord may take forceful possession of the Premises and eject all parties there from without being guilty of trespass; and all resulting damages are hereby waived by Tenant.
- 11.6 Attorneys' Fees and Expenses. In the event of the breach of any of the covenants, conditions or obligations contained herein by the Tenant, or if it becomes necessary for the Landlord to employ attorneys to enforce its rights accruing as a result of such default, Tenant agrees to pay Landlord reasonable attorneys' fees and all costs of court and expenses incurred as a result of such default.
- 11.7 Other Remedies. Any termination of this Lease arising from Tenant's default shall not relieve Tenant from the payment of any sum or sums that are due and payable to Landlord under this Lease, or any claim for damages then or thereafter accruing against Tenant under this Lease. Any such termination shall not prevent Landlord 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 Tenant for any default under this Lease. All rights, options, and remedies of Landlord contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and Landlord 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 Landlord 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.
- 11.8 Casualty Loss. If the Leased Premises or any structures or improvements on the Premises, should be damaged or destroyed by fire, tornado, or other casualty, Tenant shall give immediate written notice of the damage or destruction to Landlord, including a description of the damage and, as far as known to Tenant, the cause of the damage.
- 11.8.1 If the Leased Premises are totally destroyed by fire, tornado, or other casualty not the fault (in whole or in part) of Tenant or any person within the Leased Premises with the express or implied consent of Tenant, or if not totally destroyed, if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within 180 days after the date of Landlord's receipt of full insurance proceeds in connection with the casualty, this Agreement shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided herein.
- 11.8.2 If the Leased Premises are damaged by fire, tornado, or other casualty not the fault of Tenant or any person within the Leased Premises with the express or implied consent of Tenant, but not to such an extent that rebuilding or repairs cannot reasonably be completed within 180 days after the date of Landlord's receipt of Insurance proceeds in connection with the casualty, this Agreement shall not

terminate unless such damage to the Leased Premises occurs during the first twelve months of the Term hereof. Landlord may, at its sole cost and in its sole discretion, proceed to rebuild or repair the improvements on the Leased Premises to substantially the condition in which they existed upon commencement of this Agreement. Tenant shall, at its sole cost and risk, be responsible for rebuilding or repairing any damaged improvements constructed or installed by Tenant. If the Leased Premises are un-tenantable in whole or in part following such damage, the rent payable during the period in which they are un-tenantable shall be adjusted equitably. In the event that Landlord should elect not to so rebuild or repair the Leased Premises or fails to complete such rebuilding or repairs within 180 days after the date of Landlord's receipt of full insurance proceeds in connection with the casualty, Landlord or Tenant may terminate this Agreement by written notification. Upon such notification, all rights and obligations under this Agreement shall cease.

11.8.3 If the destruction (in whole or in part) of the improvements on the Leased Premises is the result of or caused by (in whole or in part) any act or omission of Tenant, or any person within the Leased Premises with the express or implied consent of Tenant (including, without limitation, Tenant's representatives, agents, invitees, and contractors), Landlord may elect (at its sole option and in its sole discretion) to rebuild improvements on the Leased Premises. If Landlord so elects to rebuild, Tenant shall pay Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by Landlord as a result of the casualty destruction. Tenant's obligations under this paragraph 11.8.3 shall survive the termination of this Lease.

11.9 Condemnation and Eminent Domain. If, during the term of this Lease, the Leased Premises, or such part of the Leased Premises as to make the remainder un-tenantable for the intended use, are taken for any public or quasi-public use under any statute or by right of eminent domain or purchased under threat of such taking, this Agreement will terminate on the date the condemning authority or purchaser takes possession of the Leased Premises. Any rent paid in advance for an unused term will be adjusted on a pro rata basis. Tenant agrees that: tenant will have no interest in any sale or condemnation proceeds; acknowledges that as between Tenant and Landlord any such proceeds shall be payable to Landlord; and irrevocably waives any interest in such proceeds.

12. WARRANTY OF TITLE AND QUIET ENJOYMENT.

12.1 Landlord covenants that Landlord has the right to lease the Leased Premises in the manner described herein and that Tenant shall peaceably and quietly have, hold, occupy, and enjoy the Leased Premises during the term of the lease subject to the terms and conditions hereof.

13. MISCELLANEOUS.

13.1 Force Majeure/National Emergency. Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which such party is not responsible or which is not in its power to control. During a time of war or national emergency, City reserves the right to alter, amend or suspend this Lease upon demand of military, naval or other proper authorities of the United States government or the State of Texas.

13.2 Right of Inspection. Landlord reserves the right to conduct inspections, at reasonable times, of the Leased Premises, including access and entry to the Storage Unit on Leased Premises.

13.2.1 Landlord shall have the right (but not the obligation) to enter the Leased Premises at any time for any lawful purpose, including, without limitation:

- a) inspecting or exhibiting the Leased Premises, including the Storage Unit;
- b) making repairs to the Leased Premises, or alterations or additions to other premises in the proximity of the Leased Premises; or
- c) to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of hazardous materials (including, but not limited to, inspections under applicable Health, Mechanical, Building, Electrical, Plumbing and Fire Codes or other health, safety and general welfare regulations

13.2.2 Landlord shall provide Tenant with advance verbal or other reasonable notice of inspection under the circumstances.

13.2.3 In case of emergency, Tenant expressly grants Landlord the right to remove Tenant's lock, enter the Leased Premises and Storage Unit immediately, and take whatever steps Landlord deems appropriate for preservation of Tenant's property and the Airport or any portion thereof, including removal of such personal property to another location. An "emergency" is any situation that gives rise to a reasonable belief that a hazard or danger to person or property exists, in Landlord's sole opinion.

13.3 Special Events. Landlord may sponsor certain special events, including, but not limited to air shows ("Special Events") to be conducted on portions of the Airport, which may limit or obstruct access to the Leased Premises and/or to the Airport. As a material inducement to Landlord to enter into this Agreement and to lease the Leased Premises to Tenant, and notwithstanding anything to the contrary contained herein, Tenant, on behalf of Tenant and on behalf of all directors, officers, shareholders, partners, principals, employees, agents, contractors, invitees, subtenants, licensees or concessionaires of Tenant and on behalf of any other party claiming any right to use the Leased Premises by, through or under Tenant, hereby:

13.3.1 agrees that Landlord has the right to sponsor any or all Special Events and to allow use of portions of the Airport even if the special event limits or obstructs access to the Leased Premises and the Airport;

13.3.2 releases, waives and discharges the Landlord and its respective council members, board and commission members, officials, agents, guests, invitees, consultants and employees from all liability for any loss, damage, cost, judgment, demands, proceedings, damages, losses, attorney's fees, expense or claim arising or resulting from or pertaining to the limitation or obstruction of access to the Leased Premises and/or to the Airport from the conduct of Special Events and/or activities relating or pertaining thereto, including, without limitation, death, injury to person or property or loss of business or revenue (the "Released Claims");

13.3.3 covenants not to sue the Landlord or its respective council members, board and commission members, officials, agents, guests, invitees, consultants and employees for any Released Claims;

13.3.4 agrees that the terms contained in this Section 13.3 are intended and shall be construed to be as broad and inclusive as possible under the laws of the State of Texas or any other applicable law, rule or regulation; and

13.3.5 agrees that if any portion of this Section 13.3 is held to be invalid or unenforceable, the remainder of this Section 13.3 shall not be affected thereby but shall continue in full force and effect.

13.4 Relationship of Landlord and Tenant. The relationship between Landlord and Tenant at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

13.5 Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties of this Lease

and their respective successors and permitted assigns.

- 13.6 Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provision of this Lease.
- 13.7 Assignment. Tenant shall not transfer, assign, sublet, encumber or pledge the Lease or License, in whole or in part, without first securing the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord.
- 13.8 Texas Law to Apply. 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, where venue for the resolution of any dispute between the parties relating to this Lease shall lie.
- 13.9 Invalid or Illegal Provisions. If any one or more provisions of this Lease are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal or unenforceable provision.
- 13.10 No Waiver of Breach. No assent, or waiver expressed or implied, or failure to enforce, as to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or additional breach.
- 13.11 **Multiple Individuals Under Single Tenancy. Each named individual executing this Lease Agreement is jointly and severally liable for all Tenant obligations under this Lease. If any Tenant, guest, or occupant violates a provision of this Lease Agreement, each and every individual named herein as a Tenant shall be considered to have violated the Lease Agreement. Landlord's requests and notices to any one individual named as a Tenant constitute notice to each and every individual identified herein as a Tenant. Notices and requests from any one individual identified as a Tenant (including repair requests and entry permissions) constitute notice from all Tenants. In eviction suits, each individual named herein as a Tenant is considered the agent of each other individual named herein as a Tenant in the Leased Premise for service of process.**
- 13.12 Notices. Any formal notice required or permitted under this Lease shall be deemed sufficiently given if it is in writing and personally delivered, or sent by overnight express delivery service or deposited in the United States mail, postage prepaid and sent by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served on the third day after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, the addresses of the parties shall be as follows:

LANDLORD: CITY OF SAN ANGELO
San Angelo Regional Airport–Mathis Field
Attn: Airport Director
8618 Terminal Circle, Ste. 101
San Angelo, Texas 76904

TENANT _____

Attention : _____

San Angelo, Texas _____

- 13.13 Inurements. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns. This Lease shall be signed by the parties in duplicate, each of which shall be a complete and effective original lease and license agreement.
- 13.14 Survival of Claims. The provisions of the Lease relating to indemnification from one party hereto to the other party or relating to environmental remediation compliance shall survive termination or expiration of this Lease. Additionally, any provisions of this Lease which may require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.
- 13.15 Remedies. Any termination of this Lease shall not relieve either party from the payment of any sum or sums that are due and payable under this Lease or any claim for damages then or thereafter accruing under this Lease. Any such termination shall not prevent either party from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for under the terms hereof, or by law, or from recovering damages under this Lease. All rights, options, and remedies of either party contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and either party 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 of 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.
- 13.16 Entire Agreement/Amendments. This Lease constitutes the entire agreement between the parties; and Landlord is not bound by any agreement, condition or stipulation, understanding or representation made by any of Landlord's officers, agents or employees not contained herein. No amendment to this Lease shall be effective unless such is in writing and signed by both parties.

EXECUTED in duplicate originals on the dates specified below.

LESSOR: CITY OF SAN ANGELO

By: _____
Luis Elguezabal, Airport Director as Designee of City
Manager

ATTEST:

Date: _____

TENANT/AIRCRAFT OWNERS:

BY: _____

(Print entity name if applicable)

(If entity print signor name and office held)

BY: _____

(Print entity name if applicable)

(If entity print signor name and office held)

APPROVED FOR CONTENT

APPROVED AS TO FORM

Luis Elguezabal, Airport Director

Dan T. Saluri, Deputy City Attorney

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD

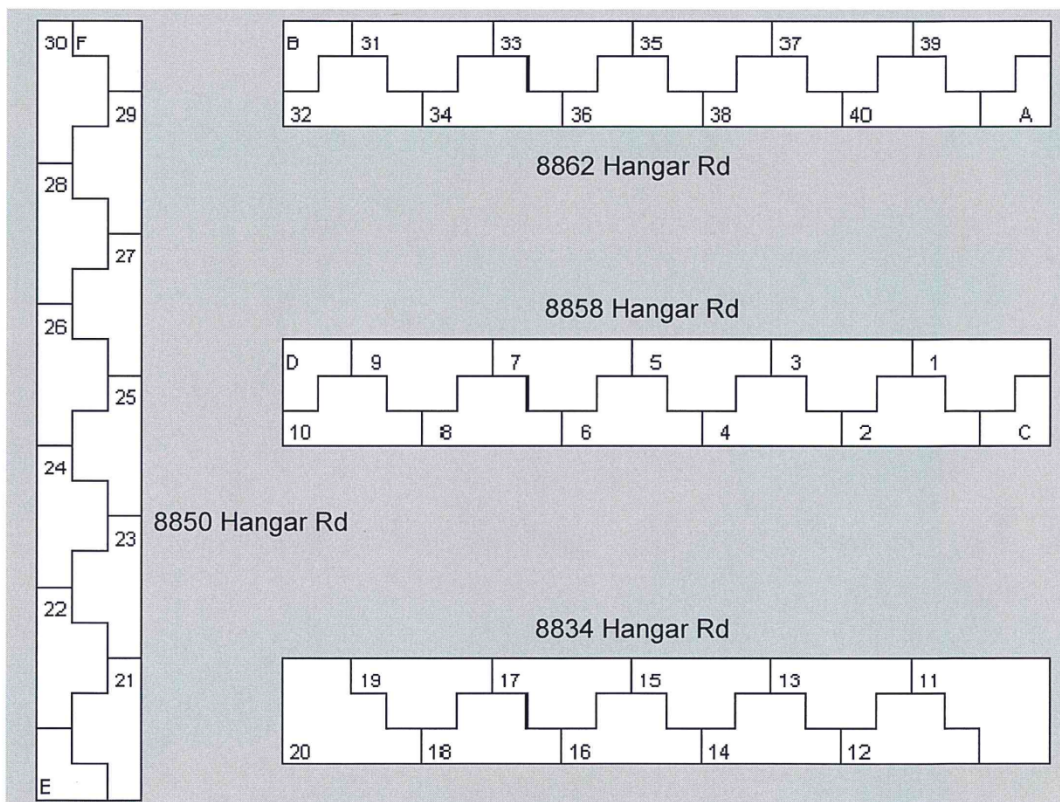
AIRPORT STORAGE UNIT LEASE

Storage Unit ___ at _____ Hangar Rd.

EXHIBIT “A”
(Description of Items to be stored)

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD
AIRPORT STORAGE UNIT LEASE

Storage Unit _____ at _____ Hangar Rd.
EXHIBIT "B"



SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD
AIRPORT STORAGE UNIT LEASE

Storage Unit _____ at _____ Hangar Rd.

EXHIBIT “C”

(Rent Schedule)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kevin Pate, Project Engineer, Engineering Services, (325) 657-4263

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Consider approving a task order under RFQ ES-04-15 to Freese and Nichols, Inc. in the amount of \$111,827 for the design of a storm water detention basin for Avenue P drainage improvements and authorizing the City Manager to execute all related documents - (Presentation made by City Engineer Russell Pehl)

Summary/History:

The 2000 Master Drainage Plan prepared by Freese and Nichols, Inc. (FNI) studied 57 key drainage issues in San Angelo. The top 25 of those were analyzed in depth for solutions and cost of mitigation. Number 2 on that list is the Avenue P Street and Drainage Improvement project.

Local flooding in the area has been a major health, safety, and welfare issue for decades. As development upstream increased, the flooding issue with area residents has also increased.

Financial Impact:

Stormwater funds budgeted for the Avenue P project \$111,827.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | DRAFT TASK ORDER NO 5 - FNI - AVE P DETENTION
2015-09-11 AI | DRAFT TASK ORDER NO 5 - FNI - AVE P DETENTION 2015-
09-11 AI.pdf |
|----|--|---|

Presentation:

Russell Pehl

Approvals/Reviews:

Kevin Pate	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Russell Pehl	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



TASK ORDER No. 5

Effective Date: _____

RFQ/RFB NO.: ES-04-15

Contractor: FREESE & NICHOLS, INC.
Attention: Heather Keister, P.E., CFM
2732 82nd St., Ste. B
Lubbock, TX 79423
(806) 686-2706

Approving Director: Russell Pehl, City Engineer

Effective Date of Master Contract: September 15, 2015

Task Order Scope of Work (*Include references to attachments*): Schedule A – Task Authorization #5 more specifically set forth in **Exhibit "A"**, attached hereto and made a part of this Task Order No. 5 for all purposes.

Time of Completion: Work on this Task Order shall be substantially completed within (pursuant to schedule under Article III "TIME OF COMPLETION", Scope of Services, Schedule A, attached) consecutive days after City issues Contractor a written Notice to Proceed. Approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the contract documents have been received and approved by City. Contractor agrees that any extension of the Contract Time stated herein shall not be effective or of any force or effect until and unless in writing, signed by the above named Approving Director, or designee.

Task Order In the amount of: ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED TWENTY SEVEN AND NO/100 DOLLARS (\$111,827.00)

Council Authorization Date (Task Orders of \$50,000.00 or more): _____

Documents Incorporated Into and Made a Part of This Task Order (Attached):

Master Contract effective January 5, 2016, and this Task Order No. 5, including **Exhibit "A"**.

Reaffirmation of Master Contract: This Task Order is an addendum to the Master Contract, and all contract provisions shall apply unless specifically exempted. The price and time designated in this Task Order are the maximums agreed to by City and Contractor. This Task Order and any attached Exhibits and contract documents referred to herein are the entire agreement between Owner and Contractor with respect to this Task Order. Notwithstanding anything to the contrary herein, the cost of the change indicated on the face of this Task Order is the entire amount of the change, and no backup documentation attached hereto may reserve the Contractor's right to increase the contract time or the cost of this change for extended overhead or general conditions or any other reason.

CONTRACTOR: FREESE AND NICHOLS, INC CITY OF SAN ANGELO

BY: _____
John Dewar, Principal/Vice President Daniel Valenzuela, City Manager+

DATE: _____, 2018

EMAIL: JFD@freese.com

ATTEST:

Brian Kendrick, City Clerk

DATE: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM

Russell Pehl, City Engineer

Dan T. Saluri, Deputy City Attorney



Innovative approaches
Practical results
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2732 82nd Street, Suite A • Lubbock, Texas 79423 • 806-686-2700 • fax 806-686-2707

www.freese.com

February 23, 2018

Lance Overstreet, P.E., CFM
Project Manager
City of San Angelo
301 W. Beauregard Ave.
San Angelo, TX 76903

RE: **Task Authorization #5 – Avenue P Detention Pond Design**

Dear Mr. Overstreet:

Per the City's request we propose the following scope and fee for Engineering services related to the design of the detention basin for Avenue P drainage improvements. These services include design of detention storage within the acquired property, design of an outfall structure, updating the preliminary drainage calculations, providing information to assist the City in communicating the proposed improvements to the public, preparation of plans, specifications, and cost opinions, provision of coordinates and elevations to assist City crews in completing rough excavation, and support during the bid and construction phase.

This design follows preliminary design calculations and conceptual design recommendations made during the study of this area. The City has purchased property to be used for provision of detention storage to attenuate flows to Avenue P. The survey for this area was not included in the study phase. FNI is requesting for the City of San Angelo to provide survey for use in design.

A summary of the additional costs are shown in the table below.

<u>Item</u>	<u>Fee</u>
Preliminary Engineering / Alternative (30%)	\$25,606
Final Engineering (90%) – Plans, Specs, OPCC	
Soil Borings/Testing/Report	\$14,825
Structural Design (Outfall)	\$7,531
Pond Modeling, Design, and Details	\$28,094
Final Engineering (100%) – Plans, Specs, OPCC	\$14,049
Bid Phase	\$4,182
Construction Phase	\$17,540
Total	\$111,827

Freese and Nichols, Inc. appreciate this opportunity and we would like to meet with you to discuss these additional services at your convenience.

Sincerely,

Heather Keister, P.E.
Project Manager



SCHEDULE A
TASK AUTHORIZATION # 5

Client: City of San Angelo 72 W. College Ave. San Angelo, TX 76903	FNI Project No.: SAN18xxx	
	Phase/Task/Dept. No.:	
	Date: February 23, 2018	
This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on <u>09/08/2015</u> and expires on <u>09/08/2018</u> .		
Project Description: Avenue P Drainage Improvements – Detention Pond Design; San Angelo, TX		
Description of Services: As detailed in the attached Scope of Services, Exhibit A		
Deliverables: As detailed in the attached Scope of Services, Exhibit A		
Compensation shall be as follows: A cost not to exceed One Hundred Eleven Thousand Eight Hundred Twenty Seven Dollars (\$111,827.00)		
	Amount of this Authorization	\$ 111,827.00
Schedule shall be as follows: As detailed in the attached Scope of Services		

The above described services shall proceed upon return of this Task Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

- ☐ A contract modification will be submitted.
- ☒ This Task Authorization will serve as notice to proceed.

FREESE AND NICHOLS, INC.:

CITY OF SAN ANGELO, TEXAS:

BY: _____

BY: _____

John Dewar
Print Name

Print Name

TITLE: Principal/Vice President

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A SCOPE OF SERVICES

ARTICLE I

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the development of the Project:

A. Design of Detention storage for Avenue P

1. Preliminary Design Phase
 - a. Attend project kickoff meeting in San Angelo to identify available detention footprint, establish project goals, and request survey or other pertinent data from City.
 - b. Develop pond footprint and perform preliminary detention design using AutoCAD Civil3D.
 - c. Update hydrologic model with detention pond design to design outfall structure and determine design discharges.
 - d. Develop exhibit and provide information for Public Meeting
 - e. Create preliminary design documents illustrating conceptual pond layouts for two (2) alternatives.
 - f. Based on the information contained in the preliminary design documents, submit an Opinion of Probable Construction Costs.
 - g. Furnish electronic copies of a preliminary design memo and present and review them with Owner.
2. Prepare final (90%) drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed.
 - a. Develop 90% plan sheets, including control, detention basin layout, grading, sections, and outfall structure layout, section, and details.
 - b. Update opinion of probable construction cost (OPCC).
 - c. Submit 90% plans to Owner for review and comment. Discuss review and comments in person.
 - d. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
3. Prepare final (100%) drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed.
 - a. Prepare final drawings, specifications, and Construction Contract Documents to Owner for their approval and processing.
 - b. Provide coordinates and elevation data to City for City crew rough grading of detention pond.

4. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of “Final” drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:
 - a. Provide plan sets to City for distribution and advertisement.
 - b. Attend Pre-bid meeting.
 - c. Assist City by providing answers to bid questions.
 - d. Attend bid opening.
 - e. Recommendation for award.
5. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor’s performance, nor is FNI responsible for supervision of the Contractor’s operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
 - a. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
 - b. Attend Pre-Construction Conference.
 - c. Review and respond to Contractor submittals and RFI’s.
 - d. Attend up to three (3) construction progress meetings and three (3) site visits.
 - e. Perform final walk-through with Contractor and City.
 - f. Prepare record drawings of as-built pond for City use.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. Construction Phase services beyond those explicitly described in Article I.
- B. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

- D. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- E. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- G. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- H. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- I. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- J. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- K. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- L. Services required to resolve bid protests or to rebid the projects for any reason.
- M. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- N. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- O. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- P. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Q. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- R. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.

- S. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- T. Provide follow-up professional services during Contractor's warranty period.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Three (3) months after notice to proceed, provide 90% design drawings to the Owner. One (1) month after review comments received, provide 100% design drawings to the Owner.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Public hearing and first reading of an ordinance amending Appendix A, Article A 8.000 "Utility Related Fees", A 8.007 "Water Billing Charges" by amending the late fee - (Presentation made by Water Utilities Director Allison Strube)

Summary/History:

The City of San Angelo provides water and wastewater service to approximately 100,000 City residents and numerous commercial enterprises. The majority of water utility revenue is generated through user charges of water service to our 35,000 accounts. However, when customers are late paying their bills, the City subsequently experiences a delay of incoming revenue. This does not only occur with residential accounts. In total, commercial accounts represent 10% of our late customers and are responsible for 10% of our delayed revenue. Without proper and timely revenue, Water Utilities may suffer consequences such as inadequate service, failure to fulfill contracts, unpaid debts, interrupted operations, and more.

In 2005, the City of San Angelo implemented a fixed late charge fee of \$25 per late Water Utility Bill in order to achieve sustainable operation of the utility.

CHAPTER 11 – UTILITIES, APPENDIX A – FEE SCHEDULE, Sec. A8.007 – Water billing charges

(a) Delinquent accounts; other charges.

(1) Any water utilities bill not paid within twenty-eight (28) days after the billing date shall be deemed delinquent and a late charge of twenty-five dollars (\$25.00) shall be added to the account for the expense of handling the delinquent account.

Financial Impact:

Over the last four years, an average of 14,542 customers, or 40% of our total serviced accounts, were late between 1 and 12 months throughout the year. Of the late customers, over half were late more than twice. Most notably, an average of 492 customers are late 12 times in a year.

Since 2005, the utility has collected over \$1,500,000 annually in late charges. For example, for the past four years we have collected the following: \$1,537,450 in 2017, \$1,526,375 in 2016, \$1,595,025 in 2015, and \$1,548,300 in 2014. Since this has been such a steady sum of collected late charges, the utility accounted for this \$1,500,000 as revenue in the design of the 5-year rate plan.

Changing the late fee to 15% instead of \$25 would affect both the utility's revenue and the customers. Staff proposes a late fee of 15% the previous month's delinquent charge be assessed twenty-five (25) days after the bill date. An average late customer (with an average \$136.54 late bill) would pay \$18.53 if the late fee were 15% percent. The utility anticipates collecting \$1,261,045 in revenue if the late fee were 15% percent.

Other Information/Recommendation:

Staff proposes a late fee of 15% the previous month’s delinquent charge be accessed twenty-five (25) days after the bill date.

This has been presented to the Water Advisory Board on several occasions, and recently updated at the February 13, 2018 meeting. By an unanimous vote, the Board recommended staff’s proposals be taken to City Council.

Attachments:

- 1. 18-xxx Ordinance A8.007 Water Billing Charges 18-xxx Ordinance A8.007 Water Billing Charges.docx

Presentation:

Approvals/Reviews:

Allison Strube	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**AN ORDINANCE AMENDING APPENDIX A, ARTICLE A8.000
OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO
TEXAS, BY AMENDING SECTION A8.007 "WATER BILLING
CHARGES", PROVIDING FOR SEVERABILITY, AND
PROVIDING FOR AN EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Appendix A, Article A8.000 of the Code of Ordinances, City of San Angelo, Texas, Section A8.007, "Water Billing Charges", is hereby as follows:

" Sec. A8.007 Water billing charges

(a) Delinquent accounts; other charges.

(1) Any water utilities bill not paid within ~~twenty-eight (28)~~twenty-five (25) days after the billing date shall be deemed delinquent and a late ~~charge fee of twenty-five dollars (\$25.00)~~15% on the total new charges for the month of delinquency shall be added to the account for the expense of handling the delinquent account.

(2) Any customer whose water service has been discontinued due to a delinquency shall be required to pay the accrued bill, including the ~~twenty-five dollars (\$25.00)~~ late charge, plus a reconnect charge of thirty dollars (\$30.00), before water service will be reactivated for the account.

(3) A charge will be added to a customer's account for each returned check as provided in sec. 2.03.061 of the Code of Ordinances and section A10.001 hereof."

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

SEVERABILITY:

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

3) THAT, this Ordinance shall be effective on, from and after the 1st day of June 2018.

INTRODUCED on the 3rd day of April, 2018, and finally PASSED, APPROVED and ADOPTED on this the 17th day of April, 2018.

CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Paulina Levy, Water Utilities Analyst, Water Utilities, (325) 657-4209

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Public hearing and first reading of an ordinance amending Chapter 11 "Utilities", Article 11.02 "Water and Sewer Systems", Section 11.02.036 "Billing" by amending the payment due date - (Presentation made by Water Utilities Director Allison Strube)

Summary/History:

The City of San Angelo uses the billing system Superior, which operates the billing schedules and assesses penalties separately. Currently the due date and the next billing date sometime coincide with each other causing the late fee to be delayed and applied to statements 2 months after the delinquency. Staff recommends shortening the payment period from 28 days to 25 days. This would allow the billing schedule to match the delinquency cycle, preventing system and statement errors on the proposed percentage based late fee.

Financial Impact:

No financial impact.

Other Information/Recommendation:

This item was brought to the Water Advisory Board on February 13, 2018. It was unanimously recommended to bring to City Council.

Staff recommends approval in order to allow the percentage late fee to be assessed on the correct amount delinquent.

Attachments:

1. 18-220+Ordinance+amending+Sec.11.02.036+Billing 18-220+Ordinance+amending+Sec.11.02.036+Billing
(1) (1).docx

Presentation:

Approvals/Reviews:

Paulina Levy	Created/Initiated
Allison Strube	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Bryan Kendrick

Final Approval

**AN ORDINANCE AMENDING CHAPTER 11 "UTILITIES",
ARTICLE 11.02 "WATER AND SEWER SYSTEMS", DIVISION 2
"WATER SERVICE", SECTION 11.02.036 "BILLING" OF THE
CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS.**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

- 1) **THAT**, Chapter 11 "Utilities", Article 11.02 "Water and Sewer systems", Division 2 "Water Service", Section 11.02.036 "Billing" of the Code of Ordinances, City of San Angelo, Texas, is amended hereby as follows:

"Sec 11.02.036 Billing

(a) Generally. Water utilities customers will be billed once each month for water furnished, and within ~~twenty-five (25) twenty-eight (28)~~ days after the billing date shall remit the amount thereof to the water utilities department of the city.

(1) Delinquent accounts; other charges.

(A) Any water utilities bill not paid within ~~twenty-five (25) twenty-eight (28)~~ days after the billing date shall be deemed delinquent and a late charge as provided for in the fee schedule found in appendix A of this code shall be added to the account for the expense of handling the delinquent account.

(B) The city manager or his designated agent shall be authorized to discontinue water service to any customer whose account is not paid in full within ~~twenty-five (25) twenty-eight (28)~~ days of the billing date of the account. Any customer whose water service has been discontinued due to a delinquency shall be required to pay the accrued bill and the late charge, plus a reconnect charge as provided for in the fee schedule found in appendix A of this code, before water service will be reactivated for the account.

(C) A charge as provided for in the fee schedule found in appendix A of this code will be added to a customer's account for each returned check.

(D) The city shall not be required to send a delinquency or reminder notice to water utility customers.

(2) Exceptions.

(A) Charitable entities or government agencies.

(i) The late charge may be waived for charitable entities or government agencies paying water bills on behalf of residential customers. To claim the waiver, the entity or agency must notify the water billing department prior to the expiration of the ~~25th28th~~ day after the billing date that it will make payment on behalf of the customer.

(ii) If payment is not made prior to the expiration of the ~~28~~25-day disconnect period, the director of water billing may discontinue water

service to the customer. If service is discontinued, the accrued water bill, the late charge, and the reconnection charge must be paid prior to reconnection of service.

(iii) "Charitable entity" as used in this section shall mean a corporation, trust, community chest, fund, foundation, or other entity organized and operated for charitable, benevolent, religious, social, fraternal, scientific, educational, philanthropic or environmental purposes, social welfare, the arts and humanities, or other civic or public purposes described by section 11.18 of the Texas Tax Code.

(B) Elderly persons. Any person who shall provide proof that he or she is over the age of 60 and is a residential customer who occupies the entire premises in question may request a delay in payment of a residential water utility bill until the 39th day following issuance of the bill. If such a request is made, the late charge will be waived on the bill and service will not be discontinued until the 40th date following issuance of the bill.

(b) Review of bills. In the event that a water utilities customer has an unusually high water meter reading, and the reading has been checked for accuracy, the water billing administrative staff may make adjustments to the customer's bill with authorization from the city manager or his designee.

(1) Considerations. In determining whether an adjustment is necessary and justified, the administrative staff shall consider the following:

(A) Whether the usage is unusually high in comparison to the customer's highest previous usage and whether such previous usage occurred at the current location or a previous location.

(B) Whether or not there have been other adjustments made to the customer's bills in the last three (3) years and whether previous problems were adequately addressed.

(C) The apparent cause of the high usage, i.e. a leak, mechanical problem or other phenomena.

(D) Whether there are reasonable grounds to believe that the customer did not receive a benefit from the excess usage and whether the circumstances of the excess usage were beyond customer's control.

(E) Any other information which the administrative staff deems relevant.

(2) Appeal. The decision of the administrative staff may be appealed to the city council by the customer provided the customer presents a written request to the city manager to have his case reviewed and states his reasons for requesting the review. Such request must be received by the city manager's office within fifteen (15) days of the date the administrative staff's decision is communicated to the customer. The city council may uphold or overturn the administrative staff's decision. If the city council overturns the administrative staff's decision, the city council may make whatever adjustment to the customer's bill it deems appropriate.

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

SEVERABILITY:

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

3) THAT, this Ordinance shall be effective on, from and after the 1st day of June 2018.

INTRODUCED on the 3rd day of April, 2018, and finally **PASSED, APPROVED and ADOPTED** on this the 17th day of April, 2018.

CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Public hearing and first reading of an ordinance amending Chapter 12, Exhibit "A" Zoning Ordinance, Article 3, Section 310.E and Section 315.H.3.c, and Article 4, Section 411, removing the use of "Game Hall" as an individual use category and reclassifying it under "Indoor Entertainment, Retail Sales and Services" - (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

This request is an amendment to Article 3, Section 310.E and Section 315.H.3.c of the Zoning Ordinance, and Article 4, Section 411 of the Zoning Ordinance, to remove the Use Category of "Game Hall" from the Zoning Ordinance.

At the Planning Commission meeting on September 18, 2017, a rezoning of Sunset Mall was recommended. During this meeting the mall raised some concerns dealing with the use categories of potential businesses. The use category of "Game Hall" was discussed, and how any business under this category would not be allowed at the mall without a Conditional Use.

After researching what type of businesses are allowed under Retail Sales & Services versus Game Hall categories, Staff has concluded that the Use Category of Game Hall is an outdated term that is no longer applicable. Therefore staff is requesting to remove it from the Zoning Ordinance, and instead allow those businesses that fall under the Game Hall Use Category to be reclassified under "Indoor Entertainment, Retail Sales & Services."

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission heard this item on March 20, 2018, and voted unanimously to recommend APPROVAL of the text amendment.

Attachments:

- | | | |
|----|-----------------|----------------------------------|
| 1. | Staff Report | Memo_Game_Hall_City Council.docx |
| 2. | Draft Ordinance | Game Hall Ordinance_FINAL.docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra
Jon James

Created/Initiated
Approved

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

Approved
Approved
Approved
Approved
Approved
Approved
Final Approval

MEMO

**Meeting**

Dates: April 3, 2018
April 17, 2018

To: City Council

From: Jon James, AICP
Director

Request: Text Amendment to Article 3, Section 310.E and Section 315.H.3.c of the Zoning Ordinance, and Article 4, Section 411 of the Zoning Ordinance

Background:

The attached is an amendment to Article 3, Section 310.E and Section 315.H.3.c of the Zoning Ordinance, and Article 4, Section 411 of the Zoning Ordinance, to remove the Use Category of "Game Hall" from the Zoning Ordinance.

At the Planning Commission meeting on September 18, 2017, a rezoning of Sunset Mall was recommended. During this meeting the mall raised some concerns dealing with the use categories of potential businesses. The use category of "Game Hall" was discussed, and how any business under this category would not be allowed at the mall without a Conditional Use.

After researching what type of businesses are allowed under Retail Sales & Services versus Game Hall categories, Staff has concluded that the Use Category of Game Hall is an outdated term that is no longer applicable. Therefore staff is requesting to remove it from the Zoning Ordinance, and instead allow those businesses that fall under the Game Hall Use Category to be reclassified under "Indoor Entertainment, Retail Sales & Services."

The following is a list of businesses in the City that were or could be classified as Game Halls:

Name of Business	Type of Business	How Effectuated
Strike It Rich	Bingo	• Zoned PD • PD (PD06-03) allows Retail Sales/Services and Game Hall. • PD would still be applicable
The Bloo Kangaroo	Arcade	• Zoned CG/CH • Located inside the Mall • Would now fall under Retail Sales/Services
Fast Eddie's	Billiards/Pool Hall	• Zoned CG • Has a CU (CU07-01) in place to allow Billiards • Would now fall under Retail Sales/Services and CU would no longer be applicable
Giz-N-Humms	Billiards/Pool Hall	• Zoned CG/CH • No CU in place, so currently not in compliance • Would now fall under Retail Sales/Services

ARTICLE 3 USE REGULATION

Section 310.E Use Table

Game Hall	a game arcade, bingo, billiard or pool hall	*	-	-	-	-	-	-	-	-	-	-	-	€	-	€	-	€	€	A
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ARTICLE 3 USE REGULATION

Section 315.H.3.c Retail Sales and Services – Entertainment Oriented

Entertainment Oriented: Restaurants, cafes, delicatessens; indoor continuous entertainment activities such as arcades, bingo, bowling alleys and ice rinks,

billiards/pool halls, dance halls; theaters, health clubs, gyms, membership clubs and lodges; hotels and motels. (Subsection c. amended by sec. 3, Ordinance adopted 4/15/14)

ARTICLE 4 SPECIFIC USE STANDARDS

~~Sec. 411. Game Hall (Video Arcade, Bingo, Billiard/Pool Hall)~~

~~No Game Hall shall be allowed within 500 feet of a lot or tract of land occupied by any building used for a public or private school offering a curriculum equivalent to an elementary or secondary school.~~

Planning Commission Action:

This request was considered by the Planning Commission at their meeting on March 19, 2018. Below is an excerpt from the meeting's unofficial minutes:

Kristina Heredia, Planner, presented the proposed text amendment pertaining to "Game Halls," currently one of the uses stipulated in the Zoning Ordinance. Ms. Heredia explained that a rezoning was brought forward in 2017 for Sunset Mall and a concern was raised whether the definition for "Game Hall" would require certain uses to obtain a Conditional Use and not be allowed by right. She indicated that the proposed text amendment would eliminate "Game Hall" from the zoning Use Table, and instead consider it an "Entertainment" use, which would now include "Arcade, Bingo, and Billiard/Pool Hall." Ms. Heredia concluded her presentation by explaining that the specific use provision requiring a separation distance from a school would be removed as the Game Hall category itself was now being removed.

Chairperson Stribling asked about the provision to add bingo parlors to the list of permitted entertainment-oriented uses.

Ms. Heredia explained that there were currently only one bingo parlor, one arcade, and two billiard halls operating in the City. She further explained that by allowing these uses without the need for a Conditional Use, one of the existing billiard halls would be brought into compliance.

Chairperson Stribling opened the meeting for public comment.

There was no public comment.

Commissioner Jackson made a motion to recommend APPROVAL of the proposed Text Amendment, as presented, to Chapter 12, Exhibit "A" Zoning Ordinance, Article 3, Section 310.E and Section 315.H.3.c, and Article 4, Section 411, reclassifying the use of "Game Hall" under "Indoor Entertainment, Retail Sales and Services," and removing it as an individual Use Category. Commissioner Smith seconded the motion. The motion passed unanimously, 5-0.

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 12 “PLANNING AND DEVELOPMENT”, EXHIBIT “A” “ZONING ORDINANCE,” ARTICLE 3 “USE REGULATIONS BY: AMENDING SECTION 310E “USE TABLE,” DELETING “GAME HALL” UNDER COMMERCIAL USE; AND AMENDING SECTION 315 “COMMERCIAL USE CATEGORIES, SUBPART “H.” “RETAIL SALES AND SERVICE,” SUBPART 3 “EXAMPLES,” SUBPART c “ENTERTAINMENT ORIENTED” ADDING ARCADES, BINGO AND BILLIARDS/POOL HALLS; AMENDING ARTICLE 4 “SPECIFIC USE STANDARDS” REPEALING SECTION 411 “GAME HALL;” PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo has adopted a Zoning Ordinance establishing zoning districts, regulating uses within each district and providing standards for uses;” and,

WHEREAS, use category “Game Hall” has become obsolete and is better reclassified under “Indoor Entertainment, Retail Sales and Services;”

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

Section 1) Chapter 12 “Planning and Development,” Exhibit A of the City Code of Ordinances, Article 3 “Use Regulations,” Section 310E “Use Table” is amended by deleting “Game Hall” under Commercial Use.

Section 2.) Chapter 12 “Planning & Development,” Exhibit A of the City Code of Ordinances, Article 3 “Use Regulations,” Section 315 “Commercial Use Categories,” Subpart “H” “Retail Sales and Service,” Subpart 3 “Examples:” Subpart c “Entertainment Oriented,” restating said subpart 3c in its entirety to read as follows:

“C Entertainment Oriented: Restaurants, cafes, delicatessens; indoor continuous entertainment activities such as arcades, bingo, bowling alleys and ice rinks, billiards/pool halls, dance halls; theaters, health clubs, gyms, membership clubs and lodges; hotels and motels.”

Section 3.) Chapter 12, Planning and Development,” Exhibit A of the City Code of Ordinances, Article 4 “Specific Use Standards” is amended by repealing Section 411 “Game Hall (Video Arcade, Bingo, Billiard/Pool Hall)” in its entirety.

Section 4.) All provisions of Articles 3 and 4 of Exhibit “A” Zoning Ordinance” to Chapter 12 “Planning and Development” of the Code of Ordinance not amended or repealed hereby shall remain in full force and effect.

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

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

INTRODUCED on the 3rd day of April, 2018, and finally PASSED, APPROVED and ADOPTED on this the 17th day of April, 2018.

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

Jon James, Director of Planning and Development

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Public hearing and first reading of an ordinance amending the Land Development and Subdivision Ordinance, Chapter 1, Section II & Section IV, Subsection C, regarding appeals; Chapter 5, Section III, Subsection A & Subsection C, amending submittal requirements and meeting time for the Plat Review Committee; and Chapter 7, Section I, amending submittal requirements - (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

This Text Amendment to Chapters 1, 5, and 7 of the Land Development and Subdivision Ordinance is for the following:

1. Allowing interpretations of the Subdivision Ordinance to be made by the Planning Director, with appeals to City Council.
2. Permitting the Planning Director or Director of Public Works to appeal subdivisions (i.e. plats), approved or denied by the Planning Commission, to City Council.
3. Eliminating the requirement to submit thirteen copies of a Preliminary Plat, Final Plat, Replat, or Administrative Subdivision to the Planning Department. Instead, only one paper copy need be submitted or a copy may be submitted electronically.
4. Amending the deadline for plat applications to reflect current Planning Department requirements for submittals and posted on the Department's website.
5. Deleting an outdated meeting time for the Plat Review Committee.
6. Removing the specifications for Preliminary Plats, Final Plats, and Replats and providing for their submittal consistent with checklists posted on the Planning Department's website.

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission heard this item on March 20, 2018, and voted 3-2 to recommend APPROVAL of the text amendment.

Attachments:

- | | | |
|----|-----------------|---|
| 1. | Staff Report | Chapters 1-5-7_City Council (4-3-18)_FINAL.docx |
| 2. | Draft Ordinance | Chapters 1-5-7_Ordinance.docx |

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra

Jon James

Theresa James

Anthony Wilson

Jon James

Tina Dierschke

Theresa James

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

MEMO

**Meeting**

Date: April 3, 2018
April 17, 2018

To: City Council

From: Jon James, AICP
Director

Request: Text Amendment to the Land Development and Subdivision Ordinance, Chapter 1, General Provisions, Section IV, Variances, Subsection C, Appeal to City Council, Chapter 5, Procedural Requirements For Processing Subdivisions, Section III Stages of Preliminary Review, Subsection A, Major Subdivisions & Subsection C, Administrative Subdivisions, and Chapter 7, Specifications for Preliminary Plats, Final Plats, and Replats, Section I, Preliminary Plat & Section II, Final Plat

Background:

This Text Amendment to Chapters 1, 5, and 7 of the Land Development and Subdivision Ordinance is for the following:

1. Allowing interpretations of the Subdivision Ordinance to be made by the Planning Director, with appeals to City Council.
2. Permitting the Planning Director or Director of Public Works to appeal subdivisions (i.e. plats), approved or denied by the Planning Commission, to City Council.
3. Eliminating the requirement to submit thirteen copies of a Preliminary Plat, Final Plat, Replat, or Administrative Subdivision to the Planning Department. Instead, only one paper copy need be submitted or a copy may be submitted electronically.
4. Amending the deadline for plat applications to reflect current Planning Department requirements for submittals and posted on the Department's website.

5. Deleting an outdated meeting time for the Plat Review Committee.
6. Removing the specifications for Preliminary Plats, Final Plats, and Replats and providing for their submittal consistent with checklists posted on the Planning Department's website.

The Development Task Force reviewed the proposed Text Amendment on March 21, 2018, and had no objections. The Planning Commission heard the proposed amendment on March 19, 2018. Below are the draft minutes from that meeting.

Rebeca Guerra, Planning Manager, presented the proposed Subdivision Ordinance text amendment to the Planning Commission. She outlined the proposed changes, which included allowing the Planning Director to make interpretations to the ordinance and appeal subdivision plat decisions; eliminating requirements for additional paper copies of plat submissions; amending the submission deadline and meeting time for the plat review committee; and replacing current plat specifications consistent with checklists posted on the Planning Department website.

Commissioner Jackson asked if the Planning Commission currently had the authority to approve all plats. Ms. Guerra stated this was correct.

Commissioner Jackson asked for clarification if the new process would now allow the Planning Director to appeal a decision by the Planning Commission. Ms. Guerra explained that that was correct and that this change was to be consistent with the current provision that already allowed the Planning and Public Works Directors to appeal plat variances.

Commissioner Jackson responded that she did not like this change, and raised concerns that if Planning Commission decisions could be appealed to City Council then there would be no need for her Commission.

Ms. Guerra responded that currently there is no recourse to appeal a plat decision. She reiterated to the Commissioners that only a variance could be appealed which could end up requiring an applicant to have to resubmit their plat regardless.

Jon James, Planning and Development Services Director, indicated that he could not think of one plat in the last several years that the Planning Division would have appealed to Council. He explained that this change was essentially a "clean-up" to allow the Planning Director to appeal plats to City Council, as the Director already had the right to appeal plat variances. Mr. James concluded by explaining that currently the ordinance only allowed the developer to appeal a plat, and therefore, the change would allow fairness for both the City and the developer to appeal.

Ms. Guerra explained that plats were currently the only types of cases that went before the Commission which could not be appealed to City Council. She also stated that this amendment would allow a City Council member to be able to ask either Director to appeal a plat decision.

Vice Chairperson Spano indicated that he supported the proposed changes and believed they would make the subdivision process more efficient for customers.

Commissioner Stribling stated he concurred with Vice Chairperson Spano.

Chairman Stribling opened the meeting for public comment.

There was no public comment.

Commissioner Brooks III made a motion to recommend APPROVAL of the proposed Text Amendment as presented, to the Land Development and Subdivision Ordinance, Chapter 1, General Provisions, Section II, Authority, regarding interpretations and Section IV, Variances, Subsection C, Appeal to City Council, regarding appeals; Chapter 5, Procedural Requirements For Processing Subdivisions, Section III Stages of Preliminary Review, Subsection A, Major Subdivisions & Subsection C, Administrative Subdivisions, amending submittal requirements and meeting time for the Plat Review Committee; and Chapter 7, Specifications for Preliminary Plats, Final Plats, and Replats, Section I, Preliminary Plat & Section II, Final Plat, amending submittal requirements. Commissioner Smith seconded the motion. The motion passed 3-2, with Commissioners Brooks, Smith, and Stribling voting in favor, and Commissioner Jackson and Spano voting against.

EXHIBIT C
LAND DEVELOPMENT AND SUBDIVISION ORDINANCE

CHAPTER 1
GENERAL PROVISIONS

SECTION II: AUTHORITY

This Ordinance is intended for the use of subdividers and developers as a guide to City requirements. These requirements must be abided by, unless exceptions or variances are explicitly granted by the Planning Commission and/or City Council. Any items requiring interpretation or not covered in these requirements will be resolved by the City Council Planning Director after any necessary review and recommendation of appointed boards and commissions and the City staff. Any unfavorable decision may be appealed to the City Council. These requirements may be amended from time to time based on changing conditions in the City.

SECTION IV: VARIANCES AND APPEALS

C. Appeal to City Council. Action taken by the Planning Commission on a requested variance from the terms of this Ordinance shall be considered the final decision on said request, unless that decision is appealed to City Council by the developer or city, in which case the City Council is authorized to reverse, modify or affirm any such decision of the Planning Commission. ~~Notwithstanding procedural requirements of the City Charter, a~~ A majority vote of City Council members present shall be necessary to reverse or modify such decision of the Planning Commission.

1. An appeal of action taken by the Planning Commission on an application for subdivision or requested variance must be made in writing, signed by the developer, or by the Director of Planning or Director of Public Works if the appeal is by the City, and received in the office of the Director of Planning within thirty (30) days following the Planning Commission's action.

2. The City Council shall consider an appeal within thirty (30) days following the timely receipt of the written appeal by the office of the Director of Planning of a written appeal.

CHAPTER 5
PROCEDURAL REQUIREMENTS FOR PROCESSING SUBDIVISIONS

SECTION III: STAGES OF DEVELOPMENT REVIEW

A. Major Subdivisions.

2. Preliminary Plat.

a. Deadline for submission. ~~Thirteen paper copies of the preliminary plat must be submitted to the Planning Department no later than 5:00 p.m. on the third Monday before the City Planning Commission meeting at which the applicant desires to have the Plat reviewed~~ in accordance with submittal deadlines posted on the Planning Department's website.

b. Plat Review Committee. ~~The Plat Review Committee meets approximately one week before the City Planning Commission.~~ Members of this committee include representatives from both the Department of Planning and the Department of Public Works, as well as other affected municipal departments or public agencies. The purpose of the committee's meeting is to develop a unified recommendation from the City staff, and to resolve technical considerations prior to the City Planning Commission's meeting, in response to particular proposals for subdivision. The applicant or his representative is strongly encouraged to attend this meeting.

c. Planning Commission action.

5) The Planning Commission's action shall be considered final, not requiring subsequent consideration by the City Council, unless that decision is appealed to City Council which is hereby authorized to reverse, modify or affirm any decision made by the Planning Commission, on a preliminary plat. Notwithstanding procedural requirements of the City Charter, a majority vote of the City Council members present shall be necessary to reverse or modify such decision made by the Planning Commission.

(i) An appeal of the Planning Commission's decision on a preliminary plat must be made in writing, ~~signed by the developer,~~ and provided to the Director of Planning within thirty (30) days following the Planning Commission's decision.

(ii) This appeal must be presented to the City Council within thirty (30) days following the Planning Director's receipt of such appeal.

3. Final Plat.

a. Deadline for submission. ~~Thirteen paper~~ **C**opies of the preliminary plat must be submitted to the Planning Department ~~no later than 5:00 p.m. on the third Monday before the City Planning Commission meeting at which the applicant desires to have the Plat reviewed~~ **in accordance with submittal deadlines posted on the Planning Department's website.**

c. Planning Commission action. The Planning Commission shall have thirty (30) days from the filing date to act on an application for final plat. The Planning Commission shall take one of the following actions with regard to a proposed final plat:

(4) The Planning Commission's action shall be considered final, not requiring subsequent consideration by the City Council, unless that decision is appealed to City Council which is hereby authorized to reverse, modify or affirm any decision made by the Planning Commission, on a final plat. Notwithstanding procedural requirements of the City Charter, a simple majority vote of the City Council members present shall be necessary to reverse or modify such decision made by the Planning Commission:

(i) An appeal of the Planning Commission's denial of a final plat must be made in writing, ~~signed by the developer,~~ and provided to the Director of Planning within thirty (30) days following the Planning Commission's denial.

(ii) This appeal must be presented to the City Council within thirty (30) days following the Planning Director's receipt of such appeal.

C. Administrative Subdivisions.

2. Review Process. ~~Seven (7) paper~~ **C**opies of the proposed plat shall be submitted to the Planning Director, ~~with a maximum sheet size of 18" x 24" unless an alternative size is specifically authorized by the Planning Director~~ **in**

accordance with submittal deadlines posted on the Planning Department's website, along with the completed application form and appropriate application fee. Within a period of not more than ten (10) working days from the filing date of an application for subdivision, the Planning Director shall have approved it as an administrative subdivision, or the application shall be referred for consideration by the City Planning Commission. An application referred to the City Planning Commission shall be scheduled for consideration at the next regular meeting of the Commission, if said application was originally submitted by the deadline date for that next regular meeting. Also, ~~if an application is referred for consideration by the City Planning Commission, the applicant shall provide an additional six (6) copies for distribution to locally franchised utility services.~~ A decision by the Planning Director to approve an application for administrative approval, or to forward that application for consideration by the City Planning Commission, shall be communicated in writing to the applicant.

CHAPTER 7

SPECIFICATIONS FOR PRELIMINARY PLATS, FINAL PLATS AND REPLATS

SECTION I: PRELIMINARY PLAT

All plats shall be prepared in a clear, readable manner and shall be prepared in accordance with requirements established by the Planning Director, approved by the Planning Commission, as posted on the Planning Department's website. ~~All figures and letters shown must be plain, distinct, and of sufficient size to be easily read. The paper copies submitted with the application shall be of sufficient quality so that all features are easy to read. A scale of one inch (1") to two hundred feet (200') is generally recommended for preliminary plats. Each preliminary plat shall contain the following information:~~

-the remainder of Section I shall be eliminated-

SECTION II: FINAL PLAT

All plats shall be prepared in a clear, readable manner and shall be prepared in accordance with requirements established by the Planning Director, approved by the Planning Commission, as posted on the Planning Department's website. ~~All figures and letters shown must be plain, distinct and of sufficient size to be easily read. The paper copies submitted with the application shall be of sufficient quality so that all features are easy to read. The final plat shall generally conform to the preliminary plat, as approved by the City Planning Commission. A scale not smaller than one hundred feet (100') to one inch (1") shall be used with a maximum sheet size of 18" x 24", unless an alternative size~~

~~is specifically authorized by the Planning Director. Where more than one sheet is required, an index sheet shall be submitted showing the entire subdivision on one sheet. After the final plat is approved by the appropriate municipal authority, and all public improvements have been installed and accepted, or appropriate performance guarantees accepted, the subdivider shall furnish the Planning Department with at least four positive copies of the approved plat. Two of these positive copies shall be made of Mylar film (or a comparable substitute) .003 inch thick and with a matte finish on the front side, with the print on at least one such film being a "black line" suitable for permanent recording with the County Clerk. The print on the other required film copy may be either a black line or sepia tone. The remaining two positive copies required shall be made of paper. All four required copies shall include a signed certificate (with one "black line" film bearing an original signature) of ownership and dedication. All four such copies shall be no larger than 18" x 24" in size, to ensure their suitability for filing in the Tom Green County Clerk's Plat Records; however, an alternative size may be authorized by the Planning Director working in conjunction with the Tom Green County Clerk. A film copy printed in black line and bearing an original signature of the subdivision's owner(s) shall be returned to the subdivider or a representative, with all necessary signatures of City officials required for recording of that instrument with the Tom Green County Clerk. The subdivider or a representative shall thence notify the Planning Department, in writing, within seven calendar days of the date of the plat's recording with the County Clerk, identifying all appropriate recording data for that plat.~~

~~-the remainder of Section II shall be eliminated-~~

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 12 “PLANNING AND DEVELOPMENT,” EXHIBIT “C” “LAND DEVELOPMENT AND SUBDIVISION ORDINANCE,” BY AMENDING: CHAPTER 1, “GENERAL PROVISIONS,” SECTION II “AUTHORITY” AND SECTION IV “VARIANCES;” CHAPTER 5 “PROCEDURAL REQUIREMENTS FOR PROCESSING SUBDIVISIONS,” SECTION III “STAGES OF DEVELOPMENT REVIEW,” PART “A” “MAJOR SUBDIVISIONS,” SUBPARTS (2) ”PRELIMINARY PLAT,” (3) “FINAL PLAT” AND (4) [UNTITLED]; AND PART C “ADMINISTRATIVE SUBDIVISIONS,” SUBPART (2) “REVIEW PROCESS;” AND CHAPTER 7 “SPECIFICATIONS FOR PRELIMINARY PLATS, FINAL PLATS AND REPLATS,” SECTION I “PRELIMINARY PLAT,” AND SECTION II “FINAL PLAT;” RELATING TO AUTHORITY OF THE PLANNING DIRECTOR, APPEALS AND THE PLATTING PROCESS; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo has adopted a Land Development and Subdivision Ordinance establishing a process for the development, subdivision and platting of land within the corporate limits of the City and within its extra territorial jurisdiction; and,

WHEREAS, the ordinance provides a process for the subdivision of land that includes the authority and functions of the Planning Director, Planning Commission and City Council in the subdivision and platting process;

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

Section 1 Chapter 12 “Planning and Development,” Exhibit C “Land Development and Subdivision Ordinance” of the City Code of Ordinances, Chapter 1 “General Provisions” Section II “Authority” is amended and restated in its entirety to read as follows:

“SECTION II AUTHORITY

This Ordinance is intended for the use of property owners and developers as a guide to City requirements for the development and subdivision of real property. These requirements must be complied with, unless exceptions or variances are explicitly granted by the Planning Commission or City Council. Any ordinance provisions requiring interpretation or not addressed in these regulations will be interpreted or applied as determined by the Planning Director. Any unfavorable decision may be appealed to the City Council. These requirements may be amended from time to time based on changing conditions in the City.”

Section 2 Chapter 12 “Planning and Development,” Exhibit C “Land Development and Subdivision Ordinance” of the City of San Angelo Code of Ordinances, Chapter 1 “General Provisions” Section IV “Variances” is amended by re-captioning Section IV and restating Subpart “C” “Appeal to City Council” in its entirety to read as follows:

“SECTION IV VARIANCES AND APPEALS

C. Appeal to City Council. Action taken by the Planning Commission on a requested variance from the terms of this Ordinance shall be considered the final decision on said request, unless that decision is appealed to City Council by the developer or city, in which case the City Council is authorized to reverse, modify or affirm any such decision of the Planning Commission. A majority vote of City Council members present shall be necessary to reverse or modify such decision of the Planning Commission.

1. An appeal of action taken by the Planning Commission on an application for subdivision or requested variance must be made in writing, signed by the developer, or by the Director of Planning or Director of Public Works if the appeal is by the City, and received in the office of the Director of Planning within thirty (30) days following the Planning Commission's action.

2. The City Council shall consider an appeal within thirty (30) days following the timely receipt by the office of the Director of Planning of a written appeal."

Section 3 Chapter 12 "Planning and Development," Exhibit C "Land Development and Subdivision Ordinance" of the City Code of Ordinances, Chapter 5 "Procedural Requirements for Processing Subdivisions," Section III "Stages of Development Review," Subpart "A" "Major Subdivisions," Part 2 "Preliminary Plat," Subparts a. and b. are amended and restated in their entirety to read as follows:

"A Major Subdivisions

2. Preliminary Plat. The preliminary plat shall be submitted to the City Planning Commission for approval before consideration of a final plat intended for future recording with the Tom Green County Clerk. Preliminary plats will not be reviewed by the City Planning Commission, until such plats are officially accepted by the Planning Department. Plats not accompanied by an official application and not containing all proper information will not be accepted for review. Either the preliminary plat itself or an accompanying map shall illustrate the total contiguous tract(s) of land owned by or under the control of the subdivider, even if only a portion of the tract is intended for subdivision by a final plat. A boundary survey will not be required, but the boundaries of land intended to be submitted as a final plat shall be dimensioned and accurately drawn to scale, and so shall the boundaries of all land owned by, or under the control of, the subdivider (if more extensive than the area intended for final subdivision). Boundary data from recorded deeds shall be used, whenever appropriate. The preliminary plat shall be prepared by a qualified professional, trained and experienced in subdivision design.

a. Deadline for submission. Copies of the preliminary plat must be submitted to the Planning Department in accordance with submittal deadlines posted on the Planning Department's website.

b. Plat Review Committee. Members of this committee include representatives from both the Department of Planning and the Department of Public Works, as well as other affected municipal departments or public agencies. The purpose of the committee's meeting is to develop a unified recommendation from the City staff, and to resolve technical considerations prior to the City Planning Commission's meeting, in response to particular proposals for subdivision. The applicant or his representative is strongly encouraged to attend this meeting.

Section 4. Chapter 12 "Planning and Development," Exhibit C "Land Development and Subdivision Ordinance" of the City Code of Ordinances, Chapter 5 "Procedural Requirements for Processing Subdivisions," Section III "Stages of Development Review," Subpart "A" "Major Subdivisions," Part 2 "Preliminary Plat," Subpart c. "Planning Commission action," subpart (5) thereof is amended and restated in their entirety to read as follows:

"A Major Subdivisions

c. Planning Commission action

(5) The Planning Commission's action shall be considered final, not requiring subsequent consideration by the City Council, unless that decision is appealed to City Council which is hereby authorized to reverse, modify or affirm any decision made by the Planning Commission, on a preliminary plat. Notwithstanding procedural requirements of the City Charter, a majority vote of the City Council members present shall be necessary to reverse or modify such decision made by the Planning Commission.

(i) An appeal of the Planning Commission's decision on a preliminary plat must be made in writing and provided to the Director of Planning within thirty (30) days following the Planning Commission's decision.

(ii) This appeal must be presented to the City Council within thirty (30) days following the Planning Director's receipt of such appeal."

Section 5. Chapter 12 "Planning and Development," Exhibit C "Land Development and Subdivision Ordinance" of the City Code of Ordinances, Chapter 5 "Procedural Requirements for Processing Subdivisions," Section III "Stages of Development Review," Subpart "A" "Major Subdivisions," Part 3 "Final Plat," Subpart a. "Deadline for submission," is amended and restated in its entirety to read as follows:

"Subpart A Major Subdivisions

3. Final Plat

a. Deadline for submission. Copies of the preliminary plat must be submitted to the Planning Department in accordance with submittal deadlines posted on the Planning Department's website."

Section 6. Chapter 12 “Planning and Development,” Exhibit C “Land Development and Subdivision Ordinance” of the City Code of Ordinances, Chapter 5 “Procedural Requirements for Processing Subdivisions,” Section III “Stages of Development Review,” Subpart “A” “Major Subdivisions,” Part 3 “Final Plat,” Subpart c. “Planning Commission Action,” subpart (4) is amended and restated in their entirety to read as follows:

“3 Final Plat

c. Planning Commission action

(4) The Planning Commission’s action shall be considered final, not requiring subsequent consideration by the City Council, unless that decision is appealed to City Council which is hereby authorized to reverse, modify or affirm any decision made by the Planning Commission, on a final plat. Notwithstanding procedural requirements of the City Charter, a simple majority vote of the City Council members present shall be necessary to reverse or modify such decision made by the Planning Commission:

(i) An appeal of the Planning Commission’s denial of a final plat must be made in writing, and provided to the Director of Planning within thirty (30) days following the Planning Commission’s denial.

(ii) This appeal must be presented to the City Council within thirty (30) days following the Planning Director’s receipt of such appeal.”

Section 7. Chapter 12 “Planning and Development,” Exhibit C “Land Development and Subdivision Ordinance” of the City Code of Ordinances, Chapter 5 “Procedural Requirements for Processing Subdivisions,” Section III “Stages of Development Review,” Subpart “C” “Administrative Subdivisions,” Part 2”Review Process” is amended and restated in their entirety to read as follows”

Section 8. Chapter 12 “Planning and Development,” Exhibit C “Land Development and Subdivision Ordinance” of the City Code of Ordinances, Chapter 7 “Specifications for Preliminary Plats, Final Plats and Replats,” Section I “Preliminary Plat,” is amended and restated in its entirety to read as follows”

“Section I Preliminary Plat

All plats shall be prepared in a clear, readable manner and shall be prepared in accordance with requirements established by the Planning Director, approved by the Planning Commission, as posted on the Planning Department’s website.”

Section 9. Chapter 12 “Planning and Development,” Exhibit C “Land Development and Subdivision Ordinance” of the City Code of Ordinances, Chapter 7 “Specifications for Preliminary Plats, Final Plats and Replats,” Section II “Final Plat,” is amended and restated in their entirety to read as follows”

“Section II Final Plat

All plats shall be prepared in a clear, readable manner and shall be prepared in accordance with requirements established by the Planning Director, approved by the Planning Commission, as posted on the Planning Department’s website.”

Section 10 All provisions of Articles 3 and 4 of Exhibit “A” Zoning Ordinance” to Chapter 12 “Planning and Development” of the Code of Ordinance not amended or repealed hereby shall remain in full force and effect.

Section 11: 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 12: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 20th day of March, 2018, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of April, 2018.

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM

Jon James, Director of Planning and

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Public hearing and first reading of an ordinance amending Appendix A, Article A 8.000 "Utility Related Fees", A 8.020 "Rebates" by amending the discussion of bi-annual rebates - (Presentation made by Water Utilities Director Allison Strube)

Summary/History:

In December 2015, City Council adopted a 5-year water and wastewater rate plan to provide the utility with three critical needs.

- Return the utility to financial sustainability
- Allow the utility to more aggressively reinvest in infrastructure
- Allow the financial wherewithal to develop other water sources

As a part of the plan, goals were established for the water and wastewater fund balances to help meet the targets stated above as well as a 75-day operating expense fund balance.

As stated in the water fee ordinance, during the months of April and November of each year, the City Council shall review the financial condition of the Water Operations Fund and determine whether a rebate to water customers is appropriate. This was implemented in the ordinance in 2006.

If a rebate is determined to be appropriate, such rebate shall be accomplished in May and December or as soon thereafter as practical. The amounts and methodology for providing a rebate shall be determined by the City Council.

The Water Operations Fund budgeted per the February financial update is \$4,453,645 (unaudited). The goal for the water operations fund is 75 days of expense budget, or \$5,926,124 (\$28,840,469/365*75). Since estimated fund balance is less than the goal, it would not be fiscally prudent to issue a rebate at this time. The fund balance in this fund is not at a level that staff would recommend a rebate.

There have been two occasions when this fund balance exceeded 75 days expenditures and the Council decided to use that excess. On one occasion, the base fees were changed to zero for two months, and on the other occasion, the excess was transferred to a capital projects fund to assist with capital improvements.

Financial Impact:

Continued implementation of the rate plan as previously adopted will yield revenues and expenditures in line with budget and an appropriate contribution to the fund balance goal. No financial impact expected with this ordinance adoption.

Other Information/Recommendation:

This amended ordinance would allow for periodic reviews of the utility's fund balance at the City Council’s discretion. As currently written, the bi-annual ordinance generates a false expectation that a rebate will be given. The reality is the City has adopted a water rate plan to put the utility back on a healthy financial track. This proposed change would allow the Council to address rebates when it believes it is appropriate to do so. As described above, the utility has sizable infrastructure and water supply needs. Financing these endeavors requires both large capital investments and a healthy fund balance.

Attachments:

1.
- 18-368 Ordinance A8.020 Rebates amendment
- 18-368 Ordinance A8.020 Rebates amendment.docx

Presentation:

Approvals/Reviews:

Allison Strube	Created/Initiated
Allison Strube	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Allison Strube	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**AN ORDINANCE AMENDING APPENDIX A, ARTICLE A8.000
OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO
TEXAS, BY AMENDING SECTION A8.020 IN ITS ENTIRETY,
PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN
EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Appendix A, Article A8.000 of the Code of Ordinances, City of San Angelo, Texas, Section A8.020, "Rebates", is hereby amended as follows:

" Sec. A8.020 Rebates

The city council shall review the financial condition of the water operations fund on a periodic basis and determine whether a rebate to water customers is appropriate. If a rebate is determined to be appropriate, such rebate shall be accomplished as soon thereafter as practical. The amounts and methodology for providing the rebate shall be determined by the city council."

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

SEVERABILITY:

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

3) THAT, this Ordinance shall be effective immediately upon passage.

INTRODUCED on the 3rd day of April, 2018, and finally PASSED, APPROVED and ADOPTED on this the 17th day of April, 2018.

CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Coordinator, Budget, 325-657-6291

Meeting Date: April 3, 2018

Item type: Regular Item

Caption:

Second reading and adoption of amending appendix A, "Fee Schedule" for the following ordinances: Article A11.000, "Fire and Rescue Service Fees"; Section A11.001 "Service Fees", subsection (f) "Ambulance/Transport/Transfer Fees", to adjust said fees - (Presentation made by Finance Director Tina Dierschke)

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process, we explore new fees to charge for existing services, increases to fees for existing services, and adoption of existing fees which are not yet in an ordinance.

For Fire, there are nine ambulance/transport/transfer fees proposed to increase:

- ALS 1 emergency: \$875
- ALS 2 emergency: \$1,010
- BLS emergency: \$810
- BLS non-emergency: \$630
- Mileage fee (per patient mile): \$12
- Out of city, still in county: \$150 (additional charge)
- Out of county transport over 150 miles: \$250 (additional charge)
- Standby services (4 hour minimum): \$400
- Standby services – additional hours: \$100/hour

Financial Impact:

There is an estimated annual financial impact of \$118,478.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------|-----------------------|
| 1. | Fire - Background | Fire - Background.pdf |
| 2. | Fire - Ordinance | Fire - Ordinance.docx |

Presentation:

Tina Dierschke

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget, 657-4211 X1235

Meeting Date: March 6, 2018

Item type: Regular

Caption:

Consideration of an ordinance of the City of San Angelo, Texas, amending appendix A, "fee schedule", Article A11.000, "Fire and Rescue Service Fees"; Section A11.001 "Service Fees", subsection (f) "Ambulance/Transport/Transfer Fees", to adjust said fees; providing for severability; and, providing for an effective date.

Summary/History:

Each year, fees and charges are reviewed to ensure current rates are appropriate for the services rendered. Through this process we explore new fees to charge for existing services, increases to fees for existing services, and adoption of existing fees which are not yet in an ordinance.

For Fire, there are nine ambulance/transport/transfer fees proposed to increase:

- ALS 1 emergency: \$875
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- BLS emergency: \$810
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- Mileage fee (per patient mile): \$12
- Out of city, still in county: \$150 (additional charge)
- Out of county transport over 150 miles: \$250 (additional charge)
- Standby services (4 hour minimum): \$400
- Standby services – additional hours: \$100/hour

Staff proposes the attached fees based on the estimated cost of service and/or survey of peers and market demand.

Financial Impact:

There is an estimated annual financial impact of \$79,373.

Other Information/Recommendation:

Staff recommends approval of the proposed ordinance.

Attachments:

Draft ordinance

Presentation:

PowerPoint

Approvals/Reviews:

Tina Dierschke, Director of Finance

City of San Angelo

Fee Review

Department: Fire

Fee Title: Transport/Transfer ALS 1 Emergency

Current Fee: \$ 830

Proposed Fees: \$ 875

Cost of Service: \$1,205 (average cost of all categories of medical runs)

Financial Impact: \$ 24,036

Survey of Benchmark Cities:

City	City Operated	Privatively Operated
Austin-Travis	\$901	
Big Lake		\$950
Denton	\$855	
Eden		\$1,600
Kerrville	\$837	
Lewisville		\$1,045
Lubbock UMC	\$1,503	
Midland	\$432	
Odessa	\$480	
Ozona		\$950
Sonora		\$944
Schertz	\$1,440	

Average fee charged by benchmark cities: \$994.75

Additional Information:

- Austin-Travis: ALS Aid at Scene- \$248
- Midland: Ambulance Service-\$200/hr. Waiting Charge
- Odessa: Transfer Service-\$280 with a \$25/hr. Waiting Charge

City of San Angelo

Fee Review

Department: Fire

Fee Title: Transport/Transfer ALS 2 Emergency

Current Fee: \$ 955

Proposed Fees: \$ 1,010

Cost of Service: \$1,205 (average cost of all categories of medical runs)

Financial Impact: \$ 797

Survey of Benchmark Cities:

City	City Operated	Privatively Operated
Austin-Travis	\$966	
Big Lake		\$1,150
Denton	\$900	
Eden		\$1,800
Kerrville	\$1,181	
Lewisville		\$1,045
Lubbock UMC	\$2,095	
Midland	\$609	
Odessa	\$580	
Ozona		\$950
Sonora		\$994
Schertz	\$1,600	

Average fee charged by benchmark cities: \$1,155.83

Additional Information:

- Austin-Travis: ALS Aid at Scene- \$248
- Midland: Ambulance Service-\$200/hr. Waiting Charge
- Odessa: Transfer Service-\$280 with a \$25/hr. Waiting Charge

City of San Angelo

Fee Review

Department: Fire

Fee Title: Transport/Transfer BLS Emergency

Current Fee: \$ 770

Proposed Fees: \$ 810

Cost of Service: \$1,205 (average cost of all categories of medical runs)

Financial Impact: \$ 19,012

Survey of Benchmark Cities:

City	City Operated	Privatively Operated
Austin-Travis	\$831	
Big Lake		\$850
Denton	\$787	
Eden		\$994
Kerrville	\$687	
Lewisville		\$1,045
Lubbock UMC	\$1,164	
Midland	\$399	
Odessa	\$380	
Ozona		\$925
Sonora		\$994
Schertz	\$1,210	

Average fee charged by benchmark cities: \$855.50

Additional Information:

- Austin-Travis: ALS Aid at Scene- \$248
- Midland: Ambulance Service-\$200/hr. Waiting Charge
- Odessa: Transfer Service-\$280 with a \$25/hr. Waiting Charge

City of San Angelo

Fee Review

Department: Fire

Fee Title: Transport/Transfer BLS Non-Emergency

Current Fee: \$ 600

Proposed Fees: \$ 630

Cost of Service: \$1,205 (average cost of all categories of medical runs)

Financial Impact: \$ 2,192

Survey of Benchmark Cities:

City	Fee Amount	Notes
Austin-Travis	Do Not Bill	BLS Aid at Scene-\$104
Denton	\$787	
Kerrville	\$430	
Lubbock UMC	\$862	
Midland	\$399	
Odessa	\$380	
Schertz	\$1,090	

Average fee charged by benchmark cities: \$564

Additional Information:

- Kerrville (Local) Non-Emergency Transfer- \$168 with \$9/Mile
- Midland Ambulance Service-\$200/hr. Waiting Charge
- Odessa Transfer Service-\$280 with a \$25/hr. Waiting Charge

City of San Angelo

Fee Review

Department: Fire

Fee Title: Transport/Transfer Mileage Fee (Per Patient Mile)

Current Fee: \$ 10

Proposed Fees: \$ 12

Financial Impact: \$ 12,261

Survey of Benchmark Cities:

City	Fee Amount	Notes
Austin-Travis	\$13.50/Mile	
Big Lake		\$21/Mile
Denton	\$15/Mile	
Eden		\$21/Mile
Kerrville	\$22/Mile	
Lewisville		\$15/Mile
Lubbock UMC	\$24/Mile	
Midland	\$8/Mile	
Odessa	\$8/Mile	
Ozona		\$18.50/Mile
Sonora		\$20.80/Mile
Schertz	\$20/Mile	

Average fee charged by benchmark cities: \$17.23

Additional Information:

Austin-Travis, Denton, and Odessa: Itemize-Mileage is Separate

City of San Angelo

Fee Review

Department: Fire

Fee Title: Transport/Transfer Out of City, still in County

Current Fee: \$ 100

Proposed Fees: \$ 150

Cost of Service: \$ 155

Financial Impact: \$ 13,948

Survey of Benchmark Cities:

City	Fee Amount	Notes
Austin-Travis	N/A	Service not offered
Denton	N/A	Service not offered
Kerrville	N/A	Service not offered
Lubbock UMC	N/A	Service not offered
Midland	\$100	Non-Resident Fee
Odessa	\$100	
Schertz	N/A	Service not offered

Additional Information:

City of San Angelo

Fee Review

Department: Fire

Fee Title: Transport/Transfer Out of County over 150 miles

Current Fee: \$ 200

Proposed Fees: \$ 250

Cost of Service: \$ 252

Financial Impact: \$ 107

Survey of Benchmark Cities:

City	Fee Amount	Notes
Austin-Travis	N/A	Service not offered
Denton	N/A	Service not offered
Kerrville	N/A	Service not offered
Lubbock UMC	N/A	Service not offered
Midland	\$100	Non-Resident Fee
Odessa	\$100	
Schertz	N/A	Service not offered

Additional Information:

City of San Angelo

Fee Review

Department: Fire

Fee Title: Standby Services

Current Fee:	Standby (4 hr. min.)	\$340
	Additional Hours	\$85/hour
Proposed Fees:	Standby (4 hr. min.)	\$400
	Additional Hours	\$100/hour
Cost of Service:	Standby (4 hr. min.)	\$402
	Additional Hours	\$100/hour

Financial Impact: \$7,020

Survey of Benchmark Cities:

City	Fee Amount	Notes
Austin-Travis	\$125/hr.	\$100 Set-up Fee & \$40 for additional paramedic
Denton	\$150/hr.	4hr. Minimum
Kerrville	\$100/hr.	2hr. Minimum
Lubbock UMC	N/A	
Midland	\$50	Permit Fee for Standby if Fire Dept. is Needed
Odessa	Flat Hourly Fee	Set by City Manager based on cost info provided by FC
Schertz	\$125/hr.	

Additional Information:

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, “FEE SCHEDULE”, ARTICLE A11.000, “FIRE AND RESCUE SERVICE FEES”; SECTION A11.001 “SERVICE FEES”, SUBSECTION (f) “AMBULANCE/TRANSPORT/TRANSFER FEES”, TO ADJUST SAID FEES; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo Fire Department (SAFD) provides emergency medical services (EMS) within Tom Green County; and,

WHEREAS, SAFD EMS services provides vehicles, equipment and services relating to ambulance, transport and transfer services; and,

WHEREAS, the SAFD would like to adjust fees applicable for EMS services relating to ambulance, transport and transfer services; and,

WHEREAS, the City of San Angelo Code of Ordinances includes Appendix A, Fee Schedule, Article A11.000 “Fire and Rescue Fees”, by which Council has designated fees for EMS services that include ambulance, transport and transfer fees; and,

WHEREAS, the City Council has reviewed staff’s accounting of the SAFD EMS services operational costs and revenues with respect ambulance, transport and transfer costs and revenues, and desires to establish fees that reasonably reflect the cost to the City of providing the services;

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

Section 1) Appendix A of the City Code of Ordinances, Article A11.000 “Fire and Rescue Service Fees”, Sections A11.001 “Service Fees”, Subsection (f) “Ambulance/transport/transfer fees be hereby amended and restated to read as follows:

“Sec. A11.001 Service Fees

(f) Ambulance/transport/transfer fees.

Transfer/transport for ambulance aircrew	\$337.00
Institutional charge for non-reimbursed patient	\$337.00
BLS non-emergency	\$630.00
BLS emergency	\$810.00
ALS non-emergency	\$800.00
ALS 1 emergency	\$875.00
ALS 2 emergency	\$1,010.00
Transport medical team: with or without patient; to or from destination (one way)	\$350.00
Mileage fee (per patient mile)	\$12.00
Out of city, still in county*	\$150.00
*Additional charge	
Out of county transport over 150 miles	\$250.00
*Additional charge	
Standby services*	\$400 minimum charge for four hours. Each additional hour \$100
*Four (4) hour minimum, including games or events	

Section 2: All provisions of Article 11.000 “Fire and Rescue Service Fees”, Section 11.001 “Service Fees” of Appendix A not amended hereby shall remain in full force and effect.

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

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

INTRODUCED on the 6th day of March, 2018, and finally PASSED, APPROVED and ADOPTED on this the 20th day of March, 2018.

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

PROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Brian Dunn, Fire Chief
Recreation

Tina Dierschke, Director of Finance

APPROVED AS TO FORM

Theresa James, City Attorney



APPLICATION FOR BOARDS and COMMISSIONS

Name: Connie Bisselstaff
 Address: [REDACTED]
 City: San Angelo (unless otherwise noted) Zip: 76902
 Phone (Home) [REDACTED] (Office): [REDACTED]
 Resident of San Angelo since: 1960 SMD: [REDACTED]
 Are you a registered voter of San Angelo? Yes: ✓ No: [REDACTED]
 Occupation / Business Affiliation: Owner Details Cabinets and
 Occupation / Business Address: Home Furnishings
 Position: Real Estate Co-owner Bisselstaff Homes
 Email: [REDACTED]

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X [Signature] 3/1/2018
 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 Cmm*
- ☐ Civic Events Adv Board
- ☐ Civil Service Commission
- ☐ Construction Board of Adj/Appls*
- ☒ Design & Historic Review Cmm*
- ☐ Development Corporation
- ☐ Downtown Development Cmm*
- ☐ Fort Concho Museum Board
- ☐ Park Commission
- ☐ Parks & Recreation Adv Board
- ☐ Planning Commission
- ☐ Public Art Commission*
- ☐ Public Housing Authority
- ☐ Tax Incrmt Reinvsmnt Zone Board*
- ☐ Water Advisory Board*
- ☐ Zoning Board of Adjustment

*specific membership criteria requirements apply-See back page for more information

Recommended by:

Tell us about yourself. Feel free to attach additional sheets, if necessary.

Based on you board selection, do you meet the membership criteria*? Yes No If so, which criteria: [REDACTED]
 (see back page for board criteria)

Education and/or Professional Licenses: Texas Real Estate Agent

Current Municipal and Civic Organization Memberships (Positions & Dates): member of Habitat for Humanity

Previous Municipal Experience (Positions, Dates, Where): [REDACTED]

What personal qualifications can you bring to this board? Building for over 25 years and leading crews on job sites

What is your personal vision for the City? To see the city grow and prosper and help downtown San Angelo thrive.

Why do you want to serve on this board? Love my city and want to see it grow.

Anything else you would like for us to know? Excited to serve

*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

We do own Real Estate in Downtown San Angelo.

Revised:09/14

Survey Details

Page 1

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.

1. Personal information

Name:	Francis Jelensperger
Address:	[REDACTED]
ZIP code:	76904
Home/mobile phone:	[REDACTED]
Office/mobile phone:	NA
Resident of San Angelo since (year):	2014
City Council Single-Member District in which you reside:	
Registered San Angelo voter? (yes or no)	yes
Occupation/business affiliation:	retired
Occupation/business address:	[REDACTED]
Title/position:	Principal FJJ Consulting
Email:	[REDACTED]

2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims

incident to the verification of information contained herein.

(o) Yes

3. Date

2/5/2015

4. Applying for:

NOTE: Specific membership requirements apply to boards/commissions marked with an asterisk. See the bottom page at [this link](#) for more details.

(o) Parks and Recreation Advisory Board

5. Recommended by:

(Name): Elta Joyce Mc Affee

6. Based on your board selection, do you meet the membership criteria?

(o) Yes

7. If so, which criteria?

Lives in San Angelo

8. Tell us about yourself.

Education and/or professional licenses:

- Masters in Management Paris (France)
- represented french ownership at Monarch Tile in San Angelo (1980-1981)
- CEO of HDR Inc (Architecture and Engineering) in Omaha NE (1987-1998)
- Pt Alstom transportation Inc in New York City (1998-2005)

Current municipal and civic organization memberships (positions and dates):

none

Previous municipal experience (positions, dates, where):

- Member Commission for revision City Charter in Omaha (NE) 1985
- Worked with different Municipalities, States as CEO of HDR
- Worked with different State Agencies (transit) as Pt of Alstom Transportation
- Member construction commission for Bronxville School re-construction project (NY)
- Worked with City of NY Transit Agency as Parsons VP during "Sandy"

What personal qualifications can you bring to the board?

- Senior
- Planning , Engineering and Construction background
- Served on many non-profit groups as CEO of HDR in Omaha
- Budget and Finance as former CFO (3 times during career)

What is your personal vision for the City?

- Make the City more attractive to tourists and retirees and retain existing businesses and citizens
- Continue to provide activities dedicated to maintain healthy behavior for all citizens
- Would like to contribute to help coordinate master Plan including this vision
- Ultimately bring economic stability by attracting more retirees (planned community if possible) and more tourists.

Why do you want to serve on this board?

I believe I can bring a unique (worldwide)experience for development and sustainability including all

citizens of San Angelo in a responsible fiscal environment.

Is there anything else you would like to share about yourself?

I am French and became a US citizen in 1989.

I made a short stay in San Angelo in the early 80s and fell in love with the City.

Back in Dallas, I met a young lady from San Angelo and I married her later.

Her family is still in San Angelo.

I feel at home which is strange for a guy born in Paris (France)

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 325-657-4405.

Thank you,
City of San Angelo, TX

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.



APPLICATION FOR
BOARDS and COMMISSIONS

Name: Julie Raymond
Address: [REDACTED]
City: San Angelo (unless otherwise noted) Zip: 76901
Phone (Home): [REDACTED] (Office): [REDACTED]
Resident of San Angelo since: 1994 SMD: [REDACTED]
Are you a registered voter of San Angelo? Yes: ✓ No: [REDACTED]
Occupation / Business Affiliation: Artist
Occupation / Business Address: 701 South Irving
Position: Cofounder of Art Museum
Email: [REDACTED]

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X Julie Raymond April 5, 2014
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 Cmte
- ☐ 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:

Tell us about yourself. Feel free to attach additional sheets, if necessary.

Education and/or Professional Licenses: BA

Current Municipal and Civic Organization Memberships (Positions & Dates): Stribling Art Board 10 years
Junior League (sustainer)

Previous Municipal Experience (Positions, Dates, Where): Art Commission 2010
ASU Art Commission

What personal qualifications can you bring to this board? 13 years of teaching Art
in public schools. Art donated to charity
public public Art pieces

What is your personal vision for the City? Showcase SAN Angelo as
a creative art city.

Why do you want to serve on this board? Promote more public art
as more artists showcase

Anything else you would like for us to know? award SAN Angelo
Chamber of Commerce special merit AWARD Jefferson Award

*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 have 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