



City Council Agenda 01/08/2019

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on January 8, 2019 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Chaplain Prayer

3. Pledges

4. Proclamations/Recognitions

- a. Proclamation of January 2019 as School Board Recognition Month
- b. Recognition of the City of San Angelo's Salvation Army Angel Tree effort, led by Becky Dunn, Executive Office Coordinator in the City Manager's Office
- c. Recognition of Shannon Medical Center for being named one of the nation's 50 Top Cardiovascular Hospitals by IBM Watson Health

5. Public Comment

Issues or items that are not on the agenda may be raised by the public at this time. Citizens should speak from the podium, begin by stating their name and limit remarks to less than 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.

6. Consent Agenda

- a. Consider approving the December 11, 2018 City Council regular meeting minutes (Julia Antilley)
- b. Consider approving two Supplemental Easements and Right of Ways to AEP Texas, Inc., providing for a 100-foot perpetual utility easement across land owned by the City of San Angelo and is commonly known as City Farm (Cindy Preas)
- c. Consider ratifying a resolution by the COSADC Board authorizing the Board President to execute an electric utility transmission line easement on behalf of the Development Corporation conveying to AEP Texas, Inc. A 100-foot perpetual utility easement across land owned by COSADC generally known as Phase II of the San Angelo Business and Industrial Park (Bob Schneeman)
- d. Consider approving the award of WU-09-18 to Online Information Services for collection purposes in the amount of 20% of the collection balance and authorizing City Manager to execute all related documents (Lance Overstreet)
- e. Consider approving Sourcewell (NJPA) contract #062117-EXM for the purchase of eight mowers, with the option to purchase two additional mowers, from Cross Texas Supply (San Angelo, TX), in the amount of \$128,750, budgeted in fiscal year 2019 (Ryan Kramer)

- f. Consider approval to pay Midwest Employers Casualty Company \$91,400 for premium renewal for Excess Workers Compensation insurance for policy year 2018-2019, budgeted in FY2019 (Charles Hagen)
- g. Consider a resolution allowing for funding of management services provided by the San Angelo Performing Arts Coalition as they relate to the Auditorium (Tina Dierschke)

7. **Regular Agenda**

- a. First reading and public hearing of an amendment to the Zoning Ordinance, establishing new standards for regulating mobile food trucks on public and private property in the City of San Angelo (Presentation made by Planning & Development Services Director Jon James)
- b. First reading and public hearing of an ordinance approving case Z18-21, a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District and the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, located at 909 W. Beauregard Ave. (Presentation made by Planning & Development Services Director Jon James)
- c. First reading and public hearing of an ordinance approving case Z18-22, a rezoning from the Single-Family Residential Zoning District to the Two-Family Residential Zoning District, located at 701-721 W. 15th St. (Presentation made by Planning & Development Services Director Jon James)
- d. Consider awarding RFB ES-03-19, 2019 Annual Sealcoat Project, to Fuquay, Inc. in the amount of \$3,656,081.43 and authorizing the City Manager to execute any related documents (Presentation made by City Engineer Russell Pehl)
- e. Discussion and approval of:
 - 1. 2018 Bylaws for the newly activated Keep San Angelo Beautiful (KSAB) non-profit organization
 - 2. Appointment of City Council Member representative (Presentation made by Neighborhood & Family Services Director Bob Salas)
- f. Consider approving an amendment to the Interlocal Cooperation Agreement with the Concho Valley Transit District that provides for City funding for up to three bus shelters annually and authorizing the City Manager to execute all related documents (Presentation made by City Attorney Theresa James)
- g. Consider ratifying a resolution by the COSADC Board authorizing the president to negotiate and execute Task Order No. 3 to Professional Services Agreement, RFQ DC-02-17, with Parkhill Smith & Cooper, Inc. in a sum not to exceed \$15,000 to perform professional engineering and surveying services for revised final plat relating to Phase II and Phase II.2 of the San Angelo Business & Industrial Park, subject to approval of the City Council (Presentation made by Business Retention & Expansion Program Coordinator Bob Schneeman)
- h. Update presentation regarding the recently completed property appraisal report of property at the San Angelo Business & Industrial Park by Stribling-Probandt Appraisal, LLC (Presentation by Robert Schneeman Economic Development Project Manager)
- i. Update on Sales Tax revenue performance (Presentation made by Finance Director Tina Dierschke)

- j. First public hearing and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019, for capital items, grants, and reimbursed expenses (Presentation made by Finance Director Tina Dierschke)

8. Closed Session

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

- a. Section 551.072 deliberations about Real Property regarding: 703 S. Chadbourne St. (Historic Orient Santa Fe Depot)
- b. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding CLEAT and TMPA
- c. Section 551.071(2) Consultation with Attorney. A governmental body may conduct a closed meeting when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding annual drag boat races

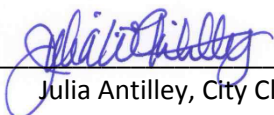
9. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Discussion and possible action related to scheduling future meetings
 - 1. Strategic Planning Workshop
 - 2. April City Council Dates
- c. Consider approving various board nominations:
Park Commission: Don Griffis (At-Large) to a 4th term ending January 2023, Bitsy Stone (At-Large) to a 3rd term ending January 2023, and Allison Watkins (At-Large) to a 1st full term ending 2023
- d. Announcements and consideration of Future Agenda Items

10. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 4th day of January 2019, at 9:52 a.m.



Julia Antilley, 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 regular 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 mission of public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world;

Local school board members are committed to children and believe all children can be successful life-long learners and that the best education is tailored to the individual needs of each child;

Local school board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students;

Local school board members are responsible for ensuring the structure that provides a solid foundation for our school system; and,

Local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, declare our appreciation to the members of the San Angelo Independent School Board and proclaim the month of January 2019, as

"SCHOOL BOARD RECOGNITION MONTH"

in San Angelo, Texas and urge all citizens to join us in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

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 8th day of January, 2019.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

San Angelo City employees serve the community when they're on the clock. That's their job. But their service rarely ends there. An excellent example of this is their annual response to the Salvation Army's Angel Tree program.

The Angel Tree program seeks to provide a Merry Christmas to underprivileged children in our community. In addition to requests for a few fun items such as Barbie dolls and footballs, the children's families provide their sizes for clothing and shoes. Donors provide for those needs, which include basics such as socks, underwear, winter coats, pajamas, and shirts and pants.

This year, City employees sponsored 75 Angel Tree children. One City employee was assisted in his shopping for an 8-year-old girl by a Walmart associate. Afterward, he thanked her for her help. "No," the young woman replied, "thank you. I remember what it was like. It used to be my name on that tree every year. I remember getting these gifts from people. Thank you for your service and for what you are doing. It means more than you know."

The effort was again spearheaded by Becky Dunn, executive office coordinator in the City Manager's office. Becky diligently works to ensure every child has a sponsor, and that gifts are bundled together and delivered to the Salvation Army.

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

CITY OF SAN ANGELO EMPLOYEES AND BECKY DUNN

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

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 8th day of January, 2019.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

Cardiovascular disease is among the most widespread and costliest of all diseases in the United States. It is estimated to account for approximately one out of every six dollars spent on healthcare in the country.

Last year, Shannon Medical Center performed almost 2,600 cardiac catheterizations and more than 150 open heart surgeries. Its team of interventional cardiologists and cardiovascular surgeons provide 24-hour care for their patients.

Shannon was recently recognized by IBM Watson Health as one of the nation's 50 Top Cardiovascular Hospitals. This is the first time Shannon has received this honor. Shannon is one of only three hospitals in Texas, and the only West Texas hospital, to receive this distinction. Winning hospitals in the study have established the new benchmark for cardiac care performance by providing better outcomes at a lower cost per case than non-winning hospitals.

The designation of being a Top 50 Cardiovascular Hospital was unexpected to Shannon, as hospitals cannot apply nor pay to be part of the IBM Watson Health study. The award coincided with the opening of the Cardiac Catheterization Lab, featuring a dedicated waiting room for patients and their loved ones, larger, individual rooms for patients, and an additional procedure room. Testing and treatment are now consolidated into one place for patient convenience, featuring a state of the art imaging system for even more precise treatment.

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

SHANNON MEDICAL CENTER

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

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 8th day of January, 2019.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, December 11, 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 Tuesday, December 11, 2018, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Legislative Prayer

An invocation was provided by San Angelo Police Department Chaplain Marcella Jenkins.

3. Pledges

The pledges were led by Truett Bailey, Bethanee Gonzales, Lucas Lopez, and Marisol Rios - 5th graders at San Angelo Catholic School

4. Proclamations/Recognitions

The Finance Department was recognized for earning the Certificate of Achievement for Excellence in Financial Reporting for the fifth straight year for its annual comprehensive annual financial report.

The Public Information Office was recognized for winning eight statewide video awards from the Texas Association of Telecommunications Officers and Advisors.

5. Public Comment

Mayor thanked the community for their support of veterans and specifically the Wounded Warriors who were in town last weekend.

Diann Bayes announced that San Angelo ranked second in True West Magazine's Top Ten True Western Towns of the Year for 2019 and is featured in the February 2019 issue.

Ronetta Jordan invited everyone to the February 23, 2019 MLK musical titled "When we All Get to Heaven" a free event held at the Murphey Performance Hall.

Anthony Wilson announced changes to the upcoming schedule. City offices will be closed December 24th, 25th, and January 1st for the holidays. Trash will be delayed one day from December 25th-29th, but will be collected on the 1st. More information is available on the website at <http://www.cosatx.us/news>.

6. Consent Agenda

- a. Approval of the November 20, 2018 City Council regular meeting minutes
- b. Approval to terminate the Recreational and Agricultural Lease Agreement with Chase Blaneck for non-payment of annual rent on 0.26 Acres out of H. Roth Survey 0814, Abstract 1812, and adjacent to 6455 Chalimar Road

- c. Approval to declare 862 square feet of land out of Lot 8, Block 43, Main Part of San Angelo surplus for the purpose of disposing of surplus property and authorizing the City Manager to execute all documents necessary to convey the surplus property by Quitclaim Deed to the adjacent property owner, Fireside Partners, LLC
- d. Approval to declare the following excess city-owned right of way adjacent to South Concho Drive surplus, and authorize the City Manager to execute all documents necessary to convey by Special Warranty Deed the excess right-of-way to adjacent lot owners, reserving unto the City of San Angelo a blanket easement:
 - 1. 4,897 Square feet adjacent to 1590 South Concho Drive (Mach); and
 - 2. 2,152 Square feet adjacent to 1582 South Concho Drive (Wallace)
- e. Authorization for the City Manager to execute a short-term lease agreement with the United States of America, acting by the Secretary of the Air Force, for property located at San Angelo Regional Airport
- f. Authorization for the City Manager to enter into a five (5) year extension of the current Grazing and Agricultural Lease for the following properties located in the area commonly known as "City Farm" with an understanding at the end of the five (5) year term the properties will be placed for lease for highest sealed bid:
 - 1. 888 Acres shown as Tract 1 on the attached Exhibit "A"
 - 2. 294 Acres shown as Tract 2 on the attached Exhibit "A"
 - 3. 1,266 Acres shown as Tract 3 on the attached Exhibit "A"
- g. Authorization for the City Manager to execute a lease agreement No. GS-07P-LTX00147, and all documents, between the City of San Angelo and the General Services Administration (GSA) at San Angelo Regional Airport
- h. Approval of a three-year Option to Extend the current contract through BuyBoard with Ener-Tel Services, Inc. in the amount of approximately \$80,000 for various fire and security services to several COSA facilities and authorizing the City Manager to execute all related documents
- i. Award of RFQ PK-04-18 / Professional Services - Landscape Architectural Park and Sculpture Gardens Design at Sunken Garden Park to mma Inc. (Arlington, TX) in the amount of \$75,000, budgeted for FY2019, and authorizing the City Manager to execute any related documents
- j. Award of the following purchases for the Fire Department and authorizing the City Manager to execute any related documents:
 - 1. RFB FS-01-19 Ambulance Chassis to Jim Bass Ford (San Angelo, TX) in the amount of \$84,585 per fiscal year, for the purchase of two units
 - 2. Ambulance Boxes to Frazer using HGAC contract #AM10-18 in the amount of \$330,766 for the purchase and installation of two units
- k. Adoption of a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services; making provision for city participation in the costs associated with the CIU in the amount of \$40,454, for fiscal year 2019; and finding a public purpose and benefit (Pg. 604, #2018-140)
- l. Ratification of adopting a resolution by COSADC authorizing the use of sales and use tax funds in an amount not to exceed \$49,225 to provide an economic development incentive to U.S. Customs & Border Protection Air and Marine Operations (CBPAMO) with participation by the City of San Angelo (Pg. 605, #2018-141)
- m. Ratification of adopting a resolution by COSADC authorizing the Board President to execute a Memorandum of Understanding with the City of San Angelo for planning and design services for

a hangar and related infrastructure improvements to municipal airport property utilized by U.S. Customs and Border Protection Air and Marine Operations (CBPAMO) (Pg. 607, #2018-142)

- n. Approval of the following Naming Rights Agreements for the San Angelo Stockshow and Rodeo Association, Inc.:
 - 1. City of San Angelo Fairgrounds Livestock Building No. 2 and Livestock Sale Pavilion with G and G Investments, Inc.
 - 2. City of San Angelo Fairground Exhibit Building with First Financial BankShares, Inc.
- o. Approval of a Memorandum of Understanding for Joint Curatorial Lab and Storage Space between the City of San Angelo and the San Angelo Museum of Fine Arts and authorizing the City Manager to execute all related documents
- p. Second reading and adoption of an ordinance approving case PD18-03, a rezoning from the Single-Family Residence (RS-1) and General Commercial Zoning Districts to the Planned Development (PD) Zoning District to allow for uses permitted in the General Commercial (CG) Zoning District with a principal use of Campground/Recreational Vehicle Park at Spring Creek (Pg. 609, #2018-143)
- q. Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019 for capital items, grants, and reimbursed expenses (Pg. 612, #2018-144)
- r. Approval of a maintenance service contract for San Angelo Public Safety Communications in the amount of \$159,569.08, budgeted in FY19 (via carryover in the above budget amendment), between the City of San Angelo and Hexagon, our Computer Aided Dispatch and Records Management System authorizing 24/7 technical support and authorizing the City Manager to execute said maintenance contract and any renewal contract thereafter provided the cost does not increase more than 5% each subsequent year

Motion: Council Member DeWitt made a motion, seconded by Council Member Carter, to approve the Consent Agenda, with the exception of items 6f, 6l, 6m, 6n, and 6o. The motion carried unanimously (7) ayes to (0) nays.

Council Member Thompson recused himself from item 6n.

Steve Hampton requested further clarification.

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve consent item 6n. The motion carried unanimously (6) ayes to (0) nays with Council Member Thompson recusing himself.

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to combine and approve items 6l and 6m from consent. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Gonzales made a motion, seconded by Council Member Hiebert, to approve consent item 6f. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve consent item 6o. The motion carried unanimously (7) ayes to (0) nays.

7. Regular Agenda

- a. Adoption of a resolution in support of the Texas Municipal League's campaign: Our Home, Our Decisions to raise awareness of the State of Texas eroding the ability of local communities to develop local solutions to local problems (Presentation made by Mayor Brenda Gunter and City Manager Daniel Valenzuela) (Pg. 615, #2018-145)

Public Information Officer spoke to clarify that San Angelo has received nothing by support from our representative, Drew Darby, and this is not directed towards his efforts.

Chamber President and CEO Bruce Partain stated our business owners appreciate the incentives for economic development, one of the items currently threatened by state mandates.

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

b. Discussion and action on the following:

1. Second reading and public hearing adopting an ordinance amending Chapter 11, Article 11.03 of the San Angelo Code of Ordinances including adopting stormwater quality provisions
2. Adoption of Illicit Discharge Policy (Presentation made by Stormwater Program Administrator Shannon McMillan) (Pg. 616, #2018-146)

Citizen Steve Hampton expressed concern.

Homebuilders Tony Jones, Rocky Templin, and Gary Cortese expressed concern.

Committee member and engineer Jerry Demo spoke in support of the ordinance.

Motion: Council Member Thomas made a motion, seconded by Council Member DeWitt, to approve the item as presented. The motion carried (5) ayes to (2) nays, with Council Member Carter and Mayor Gunter casting the dissenting votes.

c. Approval and public hearing of the 2017 Consolidated Annual Performance and Evaluation Report (CAPER) (Presentation made by Neighborhood & Family Services Director Bob Salas)

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

d. Update on fiscal year 2018 preliminary year-end financial results (Presentation made by Finance Director Tina Dierschke)

Mayor Gunter left the meeting at 10:14 a.m.

No action was taken on this item.

8. Closed Session

Mayor Pro-tem Carter read the group into Closed Session.

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

- a. Section 551.072. Deliberation Regarding Real Property. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person regarding:
 - Lot 1, Group 7, Lake Nasworthy Addition
 - P Kurzenacker S-0647, A-1566 and JJ Schaefer S-0646, A-1882
- b. 551.071(2) Consultation with Attorney. A governmental body may conduct a closed meeting when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding:
 - water rights and contracts for Lake Nasworthy
 - the solid waste contract

- annual drag boat races

Mayor Gunter returned and entered Executive Session at 11:23 a.m.

- c. Section 551.074(a)(1) to deliberate the appointment of the City Clerk

9. Follow Up and Administrative Issues

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

Citizen Steve Hampton asked for the list of acceptable recycling materials.

Motion: Council Member Carter made a motion, seconded by Council Member Gonzales, to authorize the City Manager to negotiate and execute an amendment to the solid waste contract between Republic Services and the City of San Angelo that modifies Exhibit G, outlining acceptable recycling materials. The motion carried unanimously (7) ayes to (0) nays.

Human Resources Director Bryan Kendrick spoke in support of the City Clerk appointment and recognized Acting Airport Director Mitch Sprunger's success in leading the airport. Mayor Gunter clarified Mitch withdrew his name from consideration for the Airport Director position.

Motion: Council Member Carter made a motion, seconded by Council Member Hiebert, authorizing the City Manager to appoint Julia Antilley as City Clerk. The motion carried unanimously (7) ayes to (0) nays.

- b. Announcements and consideration of Future Agenda Items

Mayor wished everyone a Merry Christmas.

January meeting dates were announced as January 8 and 22, 2019.

10. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Carter, to adjourn the meeting. The motion passed by consensus.

There being no further business, the meeting was adjourned at 12:59 p.m.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, 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: January 8, 2019

Item type: Consent Item

Caption:

Consider approving two Supplemental Easements and Right of Ways to AEP Texas, Inc., providing for a 100-foot perpetual utility easement across land owned by the City of San Angelo and is commonly known as City Farm (Cindy Preas)

Summary/History:

AEP Texas, Inc., is rebuilding approximately 18 miles of electric transmission line in the area. The project will commence January 2019 and will include replacing wood poles in the same location as the existing poles with single-pole steel structures. The company desires to revise, modify and clarify existing easements on the following City-owned properties:

Tract 1: 100 Foot Wide Easement containing 55.121 acres found in Joseph Fenner S-1 A-1863; JW Johnson S-10 A-8134; C A Keller S-1 A-7580; Mary McMillan S-335.5 A-5745; Thesion R. Bostick S-5 A-4926; and Edward J. Wortham S-1 A-3945. The existing utility easement is dated April 26, 1926 and described in Volume 123, Page 1, Deed Records, Tom Green County, Texas.

Tract 2: 100 Foot Wide Easement containing 5.583 acres found in Wilhelm Naurath S-340 A-1748. The existing utility easement is dated April 26, 1926 and described in Volume 123, Page 15, Deed Records, Tom Green County, Texas.

Financial Impact:

Purchase price for easement rights:

Property 1: \$137,802.50 (55.121 acres @ \$2,500/ac)

Property 2: \$13,957.50 (5.583 acres @ \$2,500/ac)

Other Information/Recommendation:

Water Utilities Department manages this property and its Director, Allison Strube, recommends approval.

Attachments:

- | | | |
|----|-----------------------|---------------------------|
| 1. | Tract 1 Easement Area | Tract 1 Easement Area.pdf |
| 2. | Tract 2 Easement Area | Tract 2 Easement Area.pdf |

Presentation:

System Admin, Allison Strube

Approvals/Reviews:

Cynthia Preas	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved

Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Approved
Final Approval

AEP TEXAS, INC
CONCHO - MILES
TRANSMISSION LINE EASEMENT
CFS - TRACT NO. 36-46 - CITY OF SAN ANGELO

39878 -ESMT-TRACT 36-46
SAM JOB NO. 39878
SHEET 01 OF 08
BPID NO. A16002103

EXHIBIT 'A'
55.121 ACRES OR 2,401,080 SQUARE FEET
100 FOOT WIDE EASEMENT

BEING A TRACT OF LAND LOCATED IN THE JOSEPH FENNER SURVEY NO. 1, ABSTRACT NO. 4985, THE JOHANN C. STADTLER SURVEY NO. 332, ABSTRACT NO. 1863, THE J.W. JOHNSON SURVEY NO. 10, ABSTRACT NO. 8134, THE C A KELLER SURVEY NO. 1, ABSTRACT NO. 7580, THE MARY McMILLAN SURVEY NO. 335.5, ABSTRACT NO. 5745, THE SION R. BOSTICK SURVEY NO. 5, ABSTRACT NO. 4926 AND THE EDWARD J WORTHAM SURVEY NO. 1, ABSTRACT NO. 3945, TOM GREEN COUNTY, TEXAS AND BEING A PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN DEED TO CITY OF SAN ANGELO A MUNICIPAL CORPORATION, RECORDED IN VOLUME 327, PAGE 65 AND VOLUME 749, PAGE 361, DEED RECORDS, TOM GREEN COUNTY, TEXAS, (D.R.T.G.C.T.), AND IN DEED TO CITY OF SAN ANGELO, RECORDED IN VOLUME 85, PAGE 504, D.R.T.G.C.T., AND IN DEED TO THE CITY OF SAN ANGELO, A TEXAS HOME RULE MUNICIPAL CORPORATION, RECORDED IN VOLUME 328, PAGE 823, D.R.T.G.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM LLC" SET IN THE WEST LINE OF SAID CITY OF SAN ANGELO A MUNICIPAL CORPORATION TRACT AND IN THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CITY OF SAN ANGELO DEVELOPMENT CORPORATION, RECORDED IN VOLUME 798, PAGE 801, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS (O.P.R.T.G.C.T.), FROM WHICH A 3/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 2319" FOUND AT THE SOUTHEAST CORNER OF SAID CITY OF SAN ANGELO DEVELOPMENT CORPORATION TRACT BEARS SOUTH 00 DEGREES 34 MINUTES 30 SECONDS WEST, A DISTANCE OF 1847.83 FEET, SAID POINT OF BEGINNING HAVING GRID COORDINATES N:10502209.83, E:2284154.05;

THENCE NORTH 00 DEGREES 34 MINUTES 30 SECONDS EAST, WITH THE WEST LINE OF SAID CITY OF SAN ANGELO A MUNICIPAL CORPORATION TRACT AND THE EAST LINE OF SAID CITY OF SAN ANGELO DEVELOPMENT CORPORATION TRACT, A DISTANCE OF 123.91 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM LLC" SET;

THENCE NORTH 54 DEGREES 23 MINUTES 04 SECONDS EAST, OVER AND ACROSS SAID CITY OF SAN ANGELO A MUNICIPAL CORPORATION TRACT, A DISTANCE OF 23,904.74 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM LLC" SET IN OCCUPIED FENCE LINE AT THE NORTH LINE OF SAID CITY OF SAN ANGELO TRACT AND THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TERRY L. HUDSON, RECORDED IN VOLUME 830, PAGE 788, (D.R.T.G.C.T.);

THENCE NORTH 89 DEGREES 37 MINUTES 36 SECONDS EAST, WITH SAID OCCUPIED FENCE LINE AT THE NORTH LINE OF SAID CITY OF SAN ANGELO TRACT AND THE SOUTH LINE OF SAID HUDSON TRACT, A DISTANCE OF 173.30 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM LLC" SET, FROM WHICH A FENCE CORNER POST FOUND AT THE NORTHEAST CORNER OF SAID CITY OF SAID CITY OF SAN ANGELO TRACT AND THE SOUTHEAST CORNER OF SAID HUDSON TRACT BEARS NORTH 89 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 69.29 FEET;

AEP TEXAS, INC
CONCHO - MILES
TRANSMISSION LINE EASEMENT
CFS - TRACT NO. 36-46 - CITY OF SAN ANGELO

39878 -ESMT-TRACT 36-46
SAM JOB NO. 39878
SHEET 02 OF 08
BPID NO. A16002103

THENCE SOUTH 54 DEGREES 23 MINUTES 04 SECONDS WEST, OVER AND ACROSS SAID CITY OF SAN ANGELO A MUNICIPAL CORPORATION TRACT, A DISTANCE OF 24,119.43 FEET, TO THE POINT OF BEGINNING AND CONTAINING 2,401,080 SQUARE FEET OR 55.121 ACRES OF LAND.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 1.000188316.

THE PURPOSE OF THIS EASEMENT SHOWN HEREON IS TO SUPPLEMENT AN EXISTING EASEMENT RECORDED IN VOLUME 123, PAGE 22, D.R.T.G.C.T.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

PRELIMINARY. THIS DOCUMENT
SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL BOUNDARY DOCUMENT.

CRYSTAL ROBERTSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5447, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

DATE: 08/22/2018



EXHIBIT 'A'

AEP PARCEL _____

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00°34'30"E	123.90'
L2	N54°23'04"E	23904.74'
L4	S54°23'04"W	24119.43'

JOSEPH FENNER SURVEY NO. 1
ABSTRACT NO. 4985

CFS TRACT C-M 36
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

CFS TRACT C-M 35
CITY OF SAN ANGELO
DEVELOPMENT CORPORATION
VOLUME 798, PAGE 801
O.P.R.T.G.C.T.

P.O.B. GRID
COORDINATES
N:10502209.83
E:2284154.05

S00°34'30"W
1847.83'
P.O.R. - 3/8-INCH
IRON ROD WITH A CAP
STAMPED "PRLS 2319"
FOUND AT THE
SOUTHEAST CORNER
OF SAN CITY OF SAN
ANGELO DEVELOPMENT
CORPORATION

PROPOSED 100'
WIDE EASEMENT
55.121 ACRES
(2,401,080) S.F.

CFS TRACT C-M 38
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

CFS TRACT C-M 37
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

JOHANN C. STADTLER
SURVEY NO. 332
ABSTRACT NO. 1863

LEGEND

- O.P.R.T.G.C.T. OFFICIAL PUBLIC RECORDS
TOM GREEN COUNTY, TEXAS
D.R.T.G.C.T. DEED RECORDS
TOM GREEN COUNTY, TEXAS
P.R.T.G.C.T. PLAT RECORDS
TOM GREEN COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
5/8" IRON ROD WITH A CAP
STAMPED "SAM LLC" SET
CORNER FENCE POST FOUND
PROPOSED EASEMENT
PROPOSED EASEMENT CENTERLINE
APPROXIMATE ABSTRACT LINE
PROPERTY LINE
RIGHT-OF-WAY LINE
TRACT LINE
PROPOSED TRANSMISSION
LINE EASEMENT

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.999811719.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. SAM, LLC WILL MONUMENT THE EASEMENT CORNERS DURING THE CONSTRUCTION PHASE OF THE PROJECT.
6. THE PURPOSE OF THIS EASEMENT SHOWN HEREON IS TO SUPPLEMENT AN EXISTING EASEMENT RECORDED IN VOLUME 123, PAGE 22, D.R.T.G.C.T.

SHEET 03 OF 08

BPID: A16002103
JOB NUMBER: 39878
FIELD DATE: MAY 2018
SCALE: 1"=300'
CFS TRACT ID: 36-46
DRAWN BY: YH

AEP TEXAS, INC.
55.121 ACRES, 2,205,080 SQUARE FEET
TRANSMISSION LINE EASEMENT
CONCHO - MILES
JOSEPH FENNER SURVEY NO. 1, ABSTRACT NO. 4985
JOHANN C. STADTLER SURVEY NO. 332, ABSTRACT NO. 1863
TOM GREEN COUNTY, TEXAS



7101 Envy Court, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

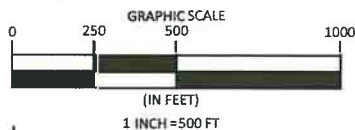


EXHIBIT 'A'

AEP PARCEL

MATCH LINE - SHEET 05

J.W. JOHNSON SURVEY NO. 10
ABSTRACT NO. 8134

PROPOSED 100'
WIDE EASEMENT
55.121 ACRES
(2,401,080) S.F.

CFS TRACT C-M 38
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

CFS TRACT C-M 39
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

CFS TRACT C-M 40
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

C A KELLER SURVEY NO. 1
ABSTRACT NO. 7580

MARY McMILLAN
SURVEY NO. 335.5
ABSTRACT NO. 5745

MATCH LINE - SHEET 03

LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	N54°23'04"E	23904.74'
L4	S54°23'04"W	24119.43'

LEGEND

O.P.R.T.G.C.T.	OFFICIAL PUBLIC RECORDS
D.R.T.G.C.T.	TOM GREEN COUNTY, TEXAS
P.R.T.G.C.T.	DEED RECORDS
P.O.B.	TOM GREEN COUNTY, TEXAS
P.O.R.	PLAT RECORDS
5/8" IRON ROD WITH A CAP	TOM GREEN COUNTY, TEXAS
STAMPED "SAM LLC" SET	POINT OF BEGINNING
CORNER FENCE POST FOUND	POINT OF REFERENCE
PROPOSED EASEMENT	5/8" IRON ROD WITH A CAP
PROPOSED EASEMENT CENTERLINE	STAMPED "SAM LLC" SET
APPROXIMATE ABSTRACT LINE	CORNER FENCE POST FOUND
PROPERTY LINE	PROPOSED EASEMENT
RIGHT-OF-WAY LINE	PROPOSED EASEMENT CENTERLINE
TRACT LINE	APPROXIMATE ABSTRACT LINE
PROPOSED TRANSMISSION LINE EASEMENT	PROPERTY LINE

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.999811719.
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5. SAM, LLC WILL MONUMENT THE EASEMENT CORNERS DURING THE CONSTRUCTION PHASE OF THE PROJECT.
6. THE PURPOSE OF THIS EASEMENT SHOWN HEREON IS TO SUPPLEMENT AN EXISTING EASEMENT RECORDED IN VOLUME 123, PAGE 22, D.R.T.G.C.T.

SHEET 04 OF 08

BPID: A16002103
JOB NUMBER: 39878
FIELD DATE: MAY 2018
SCALE: 1"=300'
CFS TRACT ID: 36-46
DRAWN BY: YH

AEP TEXAS, INC.
55.121 ACRES, 2,205,080 SQUARE FEET
TRANSMISSION LINE EASEMENT
CONCHO - MILES
JOSEPH FENNER SURVEY NO. 1, ABSTRACT NO. 4985
JOHANN C. STADTLER SURVEY NO. 332, ABSTRACT NO. 1863
TOM GREEN COUNTY, TEXAS



7101 Envoy Court, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ



EXHIBIT 'A'

AEP PARCEL _____



**SION R. BOSTICK
SURVEY NO. 5
ABSTRACT NO. 4926**

CFS TRACT C-M 41
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

PROPOSED 100'
WIDE EASEMENT
55.121 ACRES
(2,401,080 S.F.)

LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	N54°23'04"E	23904.74'
L4	S54°23'04"W	24119.43'

CFS TRACT C-M 40
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

**MARY McMILLAN
SURVEY NO. 335.5
ABSTRACT NO. 5745**

MATCH LINE - SHEET 04

MATCH LINE - SHEET 06

LEGEND

O.P.R.T.G.C.T.	OFFICIAL PUBLIC RECORDS
D.R.T.G.C.T.	TOM GREEN COUNTY, TEXAS
P.R.T.G.C.T.	DEED RECORDS
	TOM GREEN COUNTY, TEXAS
	PLAT RECORDS
	TOM GREEN COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
	5/8" IRON ROD WITH A CAP
	STAMPED "SAM LLC" SET
	CORNER FENCE POST FOUND
	PROPOSED EASEMENT
	PROPOSED EASEMENT CENTERLINE
	APPROXIMATE ABSTRACT LINE
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	TRACT LINE
	PROPOSED TRANSMISSION LINE EASEMENT

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.999811719.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. SAM, LLC WILL MONUMENT THE EASEMENT CORNERS DURING THE CONSTRUCTION PHASE OF THE PROJECT.
6. THE PURPOSE OF THIS EASEMENT SHOWN HEREON IS TO SUPPLEMENT AN EXISTING EASEMENT RECORDED IN VOLUME 123, PAGE 22, D.R.T.G.C.T.

SHEET 05 OF 08

BPID: A16002103
JOB NUMBER: 39878
FIELD DATE: MAY 2018
SCALE: 1"=300'
CFS TRACT ID: 36-46
DRAWN BY: YH

AEP TEXAS, INC.
55.121 ACRES, 2,205,080 SQUARE FEET
TRANSMISSION LINE EASEMENT
 CONCHO - MILES
 SION R. BOSTICK SURVEY NO. 5, ABSTRACT NO. 4926
 MARY McMILLAN SURVEY NO. 335.5, ABSTRACT NO. 5745
 TOM GREEN COUNTY, TEXAS



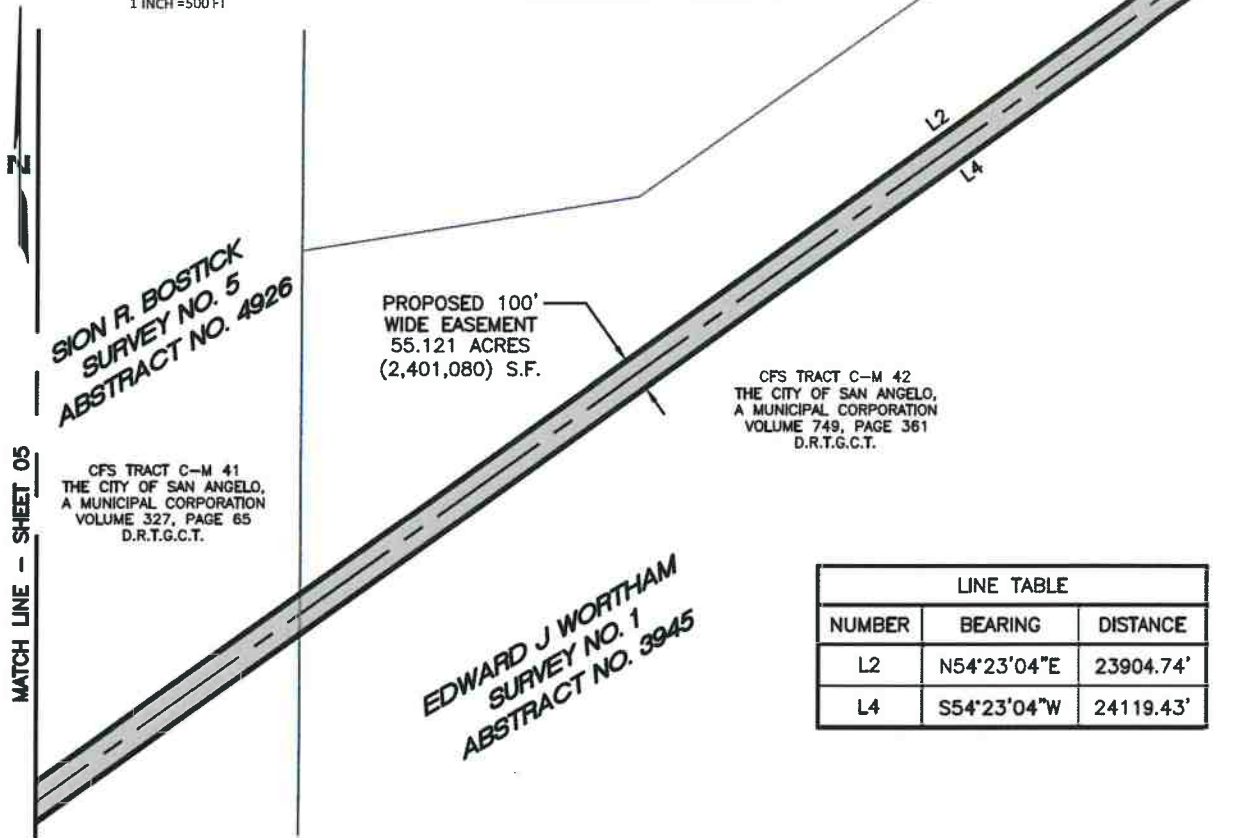
7101 Envoy Court, Dallas, TX 75247
 Ph: (214) 631-7888 Fax: (214) 631-7103
 EMAIL: SAM@SAM.BIZ



EXHIBIT 'A'

AEP PARCEL _____

MATCH LINE - SHEET 07



MATCH LINE - SHEET 05

SION R. BOSTICK
SURVEY NO. 5
ABSTRACT NO. 4926

PROPOSED 100'
WIDE EASEMENT
55.121 ACRES
(2,401,080) S.F.

CFS TRACT C-M 42
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 749, PAGE 361
D.R.T.G.C.T.

CFS TRACT C-M 41
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

EDWARD J WORTHAM
SURVEY NO. 1
ABSTRACT NO. 3945

LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	N54°23'04"E	23904.74'
L4	S54°23'04"W	24119.43'

LEGEND

- O.P.R.T.G.C.T. OFFICIAL PUBLIC RECORDS
TOM GREEN COUNTY, TEXAS
- D.R.T.G.C.T. DEED RECORDS
TOM GREEN COUNTY, TEXAS
- P.R.T.G.C.T. PLAT RECORDS
TOM GREEN COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
- 5/8" IRON ROD WITH A CAP
STAMPED "SAM LLC" SET
- CORNER FENCE POST FOUND
- PROPOSED EASEMENT
- PROPOSED EASEMENT CENTERLINE
- APPROXIMATE ABSTRACT LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- TRACT LINE
- PROPOSED TRANSMISSION
LINE EASEMENT

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.999811719.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
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4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. SAM, LLC WILL MONUMENT THE EASEMENT CORNERS DURING THE CONSTRUCTION PHASE OF THE PROJECT.
6. THE PURPOSE OF THIS EASEMENT SHOWN HEREON IS TO SUPPLEMENT AN EXISTING EASEMENT RECORDED IN VOLUME 123, PAGE 22, D.R.T.G.C.T.

SHEET 06 OF 08

BPID: A16002103
JOB NUMBER: 39878
FIELD DATE: MAY 2018
SCALE: 1"=300'
CFS TRACT ID: 36-46
DRAWN BY: YH

AEP TEXAS, INC.
55.121 ACRES, 2,205,080 SQUARE FEET
TRANSMISSION LINE EASEMENT
CONCHO - MILES
SION R. BOSTICK SURVEY NO. 5, ABSTRACT NO. 4926
EDWARD J WORTHAM SURVEY NO. 1, ABSTRACT NO. 3945
TOM GREEN COUNTY, TEXAS

SAM
SURVEYING • AERIAL MAPPING • ENGINEERING

7101 Envey Court, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAMBIZ

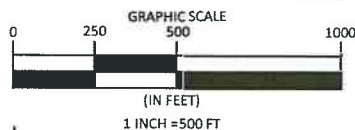


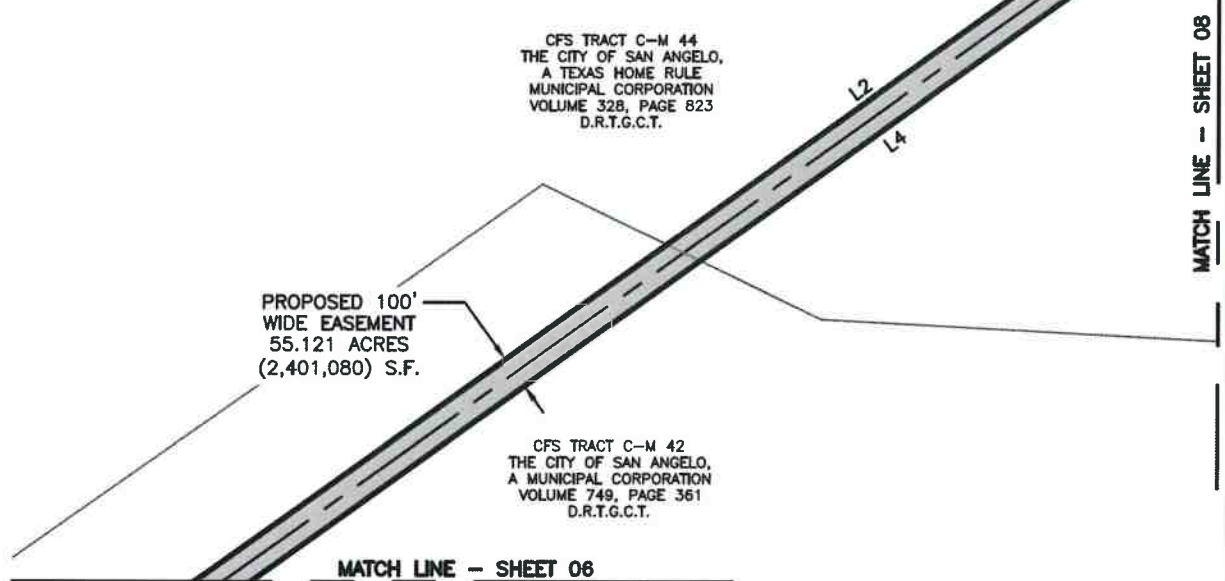
EXHIBIT 'A'

AEP PARCEL _____

LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	N54°23'04"E	23904.74'
L4	S54°23'04"W	24119.43'

**EDWARD J WORTHAM
SURVEY NO. 1
ABSTRACT NO. 3945**

CFS TRACT C-M 43
CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.



LEGEND

O.P.R.T.G.C.T.	OFFICIAL PUBLIC RECORDS
D.R.T.G.C.T.	DEED RECORDS
P.R.T.G.C.T.	PLAT RECORDS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
	5/8" IRON ROD WITH A CAP STAMPED "SAM LLC" SET
	CORNER FENCE POST FOUND
	PROPOSED EASEMENT
	PROPOSED EASEMENT CENTERLINE
	APPROXIMATE ABSTRACT LINE
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	TRACT LINE
	PROPOSED TRANSMISSION LINE EASEMENT

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.999811719.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. SAM, LLC WILL MONUMENT THE EASEMENT CORNERS DURING THE CONSTRUCTION PHASE OF THE PROJECT.
6. THE PURPOSE OF THIS EASEMENT SHOWN HEREON IS TO SUPPLEMENT AN EXISTING EASEMENT RECORDED IN VOLUME 123, PAGE 22, D.R.T.G.C.T.

SHEET 07 OF 08

BPID: A16002103
JOB NUMBER: 39878
FIELD DATE: MAY 2018
SCALE: 1"=300'
CFS TRACT ID: 36-46
DRAWN BY: YH

AEP TEXAS, INC.
55.121 ACRES, 2,205,080 SQUARE FEET
TRANSMISSION LINE EASEMENT
CONCHO - MILES
EDWARD J WORTHAM SURVEY NO. 1
ABSTRACT NO. 3945
TOM GREEN COUNTY, TEXAS



7101 Envoy Court, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

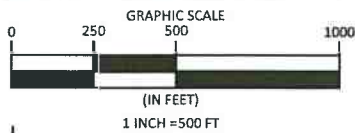


EXHIBIT 'A'

AEP PARCEL _____

CFS TRACT C-M 47
TERRY L. HUDSON
VOLUME 830, PAGE 788
D.R.T.G.C.T.

EDWARD J WORTHAM
SURVEY NO. 1
ABSTRACT NO. 3945

CFS TRACT C-M 46
CITY OF SAN ANGELO
VOLUME 85, PAGE 504
D.R.T.G.C.T.

PROPOSED 100'
WIDE EASEMENT
55.121 ACRES
(2,401,080) S.F.

CFS TRACT C-M 45
CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

CFS TRACT C-M 48
CITY OF SAN ANGELO
VOLUME 85, PAGE 504
D.R.T.G.C.T.

MATCH LINE - SHEET 07

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00°34'30"E	123.90'
L2	N54°23'04"E	23904.74'
L3	N89°37'36"E	173.30'
L4	S54°23'04"W	24119.43'
L5	N89°37'36"E	69.29'

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND SHALL
NOT BE USED OR VIEWED OR RELIED UPON
AS A FINAL BOUNDARY DOCUMENT.**

CRYSTAL ROBERTSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5447, STATE OF TEXAS
TEXAS FIRM NO. 10064300

08/22/2018

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 0.999811719.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. SAM, LLC WILL MONUMENT THE EASEMENT CORNERS DURING THE CONSTRUCTION PHASE OF THE PROJECT.
6. THE PURPOSE OF THIS EASEMENT SHOWN HEREON IS TO SUPPLEMENT AN EXISTING EASEMENT RECORDED IN VOLUME 123, PAGE 22, D.R.T.G.C.T.

SHEET 08 OF 08

LEGEND

O.P.R.T.G.C.T.	OFFICIAL PUBLIC RECORDS
D.R.T.G.C.T.	DEED RECORDS
P.R.T.G.C.T.	PLAT RECORDS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
	5/8" IRON ROD WITH A CAP
	STAMPED "SAM LLC" SET
	CORNER FENCE POST FOUND
	PROPOSED EASEMENT
	PROPOSED EASEMENT CENTERLINE
	APPROXIMATE ABSTRACT LINE
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	TRACT LINE
	PROPOSED TRANSMISSION LINE EASEMENT

BPID: A16002103
JOB NUMBER: 39878
FIELD DATE: MAY 2018
SCALE: 1"=300'
CFS TRACT ID: 36-46
DRAWN BY: YH

AEP TEXAS, INC.
55.121 ACRES, 2,205,080 SQUARE FEET
TRANSMISSION LINE EASEMENT
CONCHO - MILES
EDWARD J WORTHAM SURVEY NO. 1
ABSTRACT NO. 3945
TOM GREEN COUNTY, TEXAS



7101 Envoy Court, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

AEP TEXAS, INC
CONCHO - MILES
TRANSMISSION LINE EASEMENT
CFS - TRACT NO. 48 - CITY OF SAN ANGELO

39878-ESMT-TRACT 48
SAM JOB NO. 39878
PAGE 01 OF 03
BPID NO. A16002103

EXHIBIT 'A'
5.583 ACRES OR 243,205 SQUARE FEET
100 FOOT WIDE EASEMENT

BEING A TRACT OF LAND LOCATED IN THE WILLIAM MAURATH SURVEY NO. 340, ABSTRACT NO. 1748, TOM GREEN COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CITY OF SAN ANGELO, RECORDED IN VOLUME 85, PAGE 504, DEED RECORDS, TOM GREEN COUNTY, TEXAS, (D.R.T.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM LLC" SET, (HEREINAFTER REFERRED TO AS AN IRON ROD SET) IN THE EAST LINE OF SAID CITY OF SAN ANGELO TRACT AND THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS "FIRST TRACT" IN DEED TO GEORGE SOCHA, RECORDED BY PROBATE IN VOLUME 565, PAGE 502 AND DESCRIBED IN VOLUME 564, PAGE 520, DEED RECORDS, TOM GREEN COUNTY, TEXAS (D.R.T.G.C.T.), FROM WHICH A FENCE CORNER POST FOUND IN THE COMMON LINE OF SAID CITY OF SAN ANGELO TRACT AND SAID SOCHA TRACT BEARS SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, A DISTANCE OF 361.72 FEET, SAID POINT OF BEGINNING HAVING GRID COORDINATES OF N: 10517719.20, E: 2305804.36;

THENCE SOUTH 54 DEGREES 23 MINUTES 02 SECONDS WEST, OVER AND ACROSS SAID CITY OF SAN ANGELO TRACT, A DISTANCE OF 2,432.18 FEET TO AN IRON ROD SET IN THE OCCUPIED LINE OF SAID CITY OF SAN ANGELO TRACT AND THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TERRY L. HUDSON, RECORDED IN VOLUME 830, PAGE 788, D.R.T.G.C.T., FROM WHICH A FENCE CORNER POST FOUND AT THE SOUTHEAST CORNER OF SAID HUDSON TRACT BEARS SOUTH 00 DEGREES 09 MINUTES 33 SECONDS WEST, A DISTANCE OF 49.28 FEET;

THENCE NORTH 00 DEGREES 09 MINUTES 33 SECONDS EAST, WITH SAID OCCUPIED LINE OF SAID CITY OF SAN ANGELO TRACT AND THE EAST LINE OF SAID HUDSON TRACT, A DISTANCE OF 123.26 FEET TO AN IRON ROD SET;

THENCE NORTH 54 DEGREES 23 MINUTES 02 SECONDS EAST, OVER AND ACROSS SAID CITY OF SAN ANGELO TRACT, A DISTANCE OF 2,431.93 FEET TO AN IRON ROD SET IN THE EAST LINE OF SAID CITY OF SAN ANGELO TRACT AND THE WEST LINE OF SAID SOCHA TRACT;

THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, WITH THE EAST LINE OF SAID CITY OF SAN ANGELO TRACT AND THE WEST LINE OF SAID SOCHA TRACT, A DISTANCE OF 123.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 243,205 SQUARE FEET OR 5.583 ACRES OF LAND.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 1.000188316.

THE PURPOSE OF THIS EASEMENT SHOWN HEREON IS TO SUPPLEMENT AN EXISTING EASEMENT RECORDED IN VOLUME 123, PAGE 18, D.R.T.G.C.T.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

PRELIMINARY; THIS DOCUMENT
SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL BOUNDARY DOCUMENT.

CRYSTAL ROBERTSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5447, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

DATE: 08/20/2018

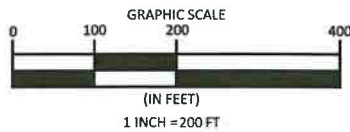


EXHIBIT 'A'

AEP PARCEL _____

CFS TRACT C-M 48
CITY OF SAN ANGELO
VOLUME 85, PAGE 504
D.R.T.G.C.T.

**WILLIAM MAURATH
SURVEY NO. 340
ABSTRACT NO. 1748**

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S54°23'02"W	2432.18'
L3	N54°23'02"E	2431.93'
L4	S00°03'47"W	123.11'

PROPOSED 100'
WIDE EASEMENT
5.583 ACRES
(243,205 S.F.)

P.O.B.
GRID COORDINATES:
N: 10517719.20
E: 2305804.36

CFS TRACT C-M 49
FIRST TRACT
GEORGE SOCHA
BY PROBATE
VOLUME 565, PAGE 502
DESCRIBED IN
VOLUME 564, PAGE 520
D.R.T.G.C.T.

P.O.R.

MATCH LINE - SHEET 03

LEGEND

D.R.T.G.C.T.

O.P.R.T.G.C.T.

P.O.B.

P.O.R.



DEED RECORDS
TOM GREEN COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS
TOM GREEN COUNTY, TEXAS
POINT OF BEGINNING
POINT OF REFERENCE
FENCE CORNER POST FOUND
5/8" IRON ROD WITH A CAP
STAMPED "SAM LLC" SET

PROPOSED EASEMENT
PROPOSED EASEMENT CENTERLINE
APPROXIMATE ABSTRACT LINE
PROPERTY LINE
PROPOSED TRANSMISSION
LINE EASEMENT

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 1.000188316.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. SAM, LLC WILL MONUMENT THE EASEMENT CORNERS DURING THE CONSTRUCTION PHASE OF THE PROJECT.
6. THE PURPOSE OF THIS EASEMENT SHOWN HEREON IS TO SUPPLEMENT AN EXISTING EASEMENT RECORDED IN VOLUME 123, PAGE 18, D.R.T.G.C.T.

SHEET 02 OF 03

BPID: A16002103
JOB NUMBER: 39878
FIELD DATE: MAY 2018
SCALE: 1"=200'
CFS TRACT ID: 48
DRAWN BY: AR

AEP TEXAS, INC.
5.583 ACRES, 243,205 SQUARE FEET
TRANSMISSION LINE EASEMENT
CONCHO - MILES
WILLIAM MAURATH SURVEY NO. 340
ABSTRACT NO. 1748
TOM GREEN COUNTY, TEXAS



7101 Envoy Court, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

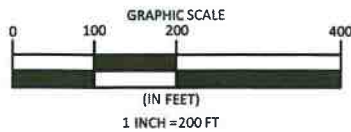
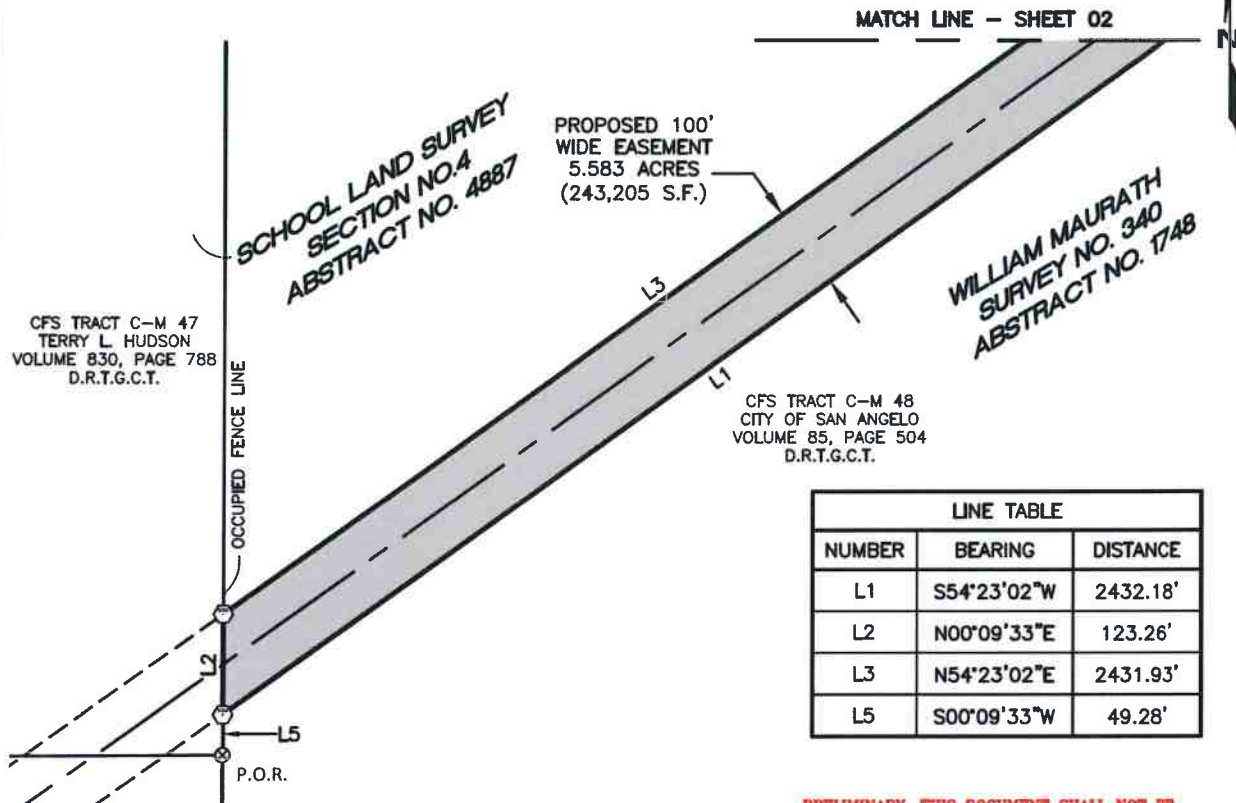


EXHIBIT 'A'

AEP PARCEL _____



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S54°23'02"W	2432.18'
L2	N00°09'33"E	123.26'
L3	N54°23'02"E	2431.93'
L5	S00°09'33"W	49.28'

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND SHALL
NOT BE USED OR VIEWED OR RELIED UPON
AS A FINAL BOUNDARY DOCUMENT.**

CRYSTAL ROBERTSON 08/20/2018
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5447, STATE OF TEXAS
TEXAS FIRM NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 1.000188316.
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4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. SAM, LLC WILL MONUMENT THE EASEMENT CORNERS DURING THE CONSTRUCTION PHASE OF THE PROJECT.
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SHEET 03 OF 03

LEGEND

D.R.T.G.C.T.	DEED RECORDS
O.P.R.T.G.C.T.	TOM GREEN COUNTY, TEXAS OFFICIAL PUBLIC RECORDS TOM GREEN COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
⊗	FENCE CORNER POST FOUND
⊕	5/8" IRON ROD WITH A CAP STAMPED "SAM LLC" SET
---	PROPOSED EASEMENT
---	PROPOSED EASEMENT CENTERLINE
---	APPROXIMATE ABSTRACT LINE
---	PROPERTY LINE
---	PROPOSED TRANSMISSION LINE EASEMENT

BPID: A16002103
JOB NUMBER: 39878
FIELD DATE: MAY 2018
SCALE: 1"=200'
CFS TRACT ID: 48
DRAWN BY: AR

AEP TEXAS, INC.
5.583 ACRES, 243,205 SQUARE FEET
TRANSMISSION LINE EASEMENT
CONCHO - MILES
WILLIAM MAURATH SURVEY NO. 340
ABSTRACT NO. 1748
TOM GREEN COUNTY, TEXAS

SAM
SURVEYING • AERIAL MAPPING • ENGINEERING
7101 Envoy Court, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

Consider ratifying a resolution by the COSADC Board authorizing the Board President to execute an electric utility transmission line easement on behalf of the Development Corporation conveying to AEP Texas, Inc. A 100-foot perpetual utility easement across land owned by COSADC generally known as Phase II of the San Angelo Business and Industrial Park (Bob Schneeman)

Summary/History:

In a letter dated October 26, 2018 (attached), AEP Texas requested an addition to an existing easement across a portion of Phase 2 of the Industrial Park. The request is to widen an existing easement in conjunction with a project to upgrade the existing wooden poles with more modern steel poles. AEP has offered \$11,822.50 for payment to COSADC for the additional easement. The City's Legal Department has reviewed the request and all related documents, making proposed revisions to meet City requirements, also attached.

Financial Impact:

\$11,822.50 Revenue to Acct. No. 392200 Gain on Sale of Current Assets

Other Information/Recommendation:

Attachments:

1. 19-119_COSADC_AEP_INDST_PK_SUPP_EASEMENT(2)19-119_COSADC_AEP_INDST_PK_SUPP_EASEMENT(2)
Final Final.pdf
2. AEP Easement Documents AEP Easement Documents.pdf
3. 19-XXX_COSADC_AEP_B&I_PARK_SUPP_EASE_RESO 19-XXX_COSADC_AEP_B&I_PARK_SUPP_EASE_RESO.pdf

Presentation:

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Julia Antilley

Final Approval

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Line Name: Ballinger - Concho

Line No.: TLN192:00024 **Tract No.:** 93F

SUPPLEMENTAL EASEMENT AND RIGHT-OF-WAY

The City of San Angelo Development Corporation, a Texas non-profit corporation ("Grantor") owns an interest in a tract of real property that is more particularly described in that certain General Warranty Deed, Volume 798, Page 801, Doc # 498728, recorded 10/26/2000 of the real property records of Tom Green County, Texas and such tract is subject to easements and rights-of-way in favor of AEP Texas Inc., (f/k/a West Texas Utilities Company) including but not limited to the following:

Easement and Right of Way recorded in Volume 123, Page 15, Volume 123, Page 18, Volume 123, Page 23, Volume 459, Page 7, of the real property records of Tom Green County, Texas (the "Easement").

AEP Texas Inc., a Delaware corporation, whose principal legal address is 1 Riverside Plaza, Columbus, OH 43215 ("Grantee"), is the current owner and holder of the rights, title and interest, or a portion thereof, granted in or arising under the Easement.

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor supplements the Easement, to the extent the Easement encumbers Grantor's above described tract, by the addition of the following description to locate, fix, and define the easement area.

The location, width, and boundaries of the easement area are revised, modified, and clarified to be as described and depicted on **Exhibit A** which is attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

Grantee, its successors and assigns, are granted the non-exclusive right to alter, construct, erect, improve, inspect, maintain, operate, patrol, protect, reconstruct, modify, add to, remove, repair, replace, upgrade and/or enlarge electric transmission and distribution facilities on, over, along, across, under and within the Easement Area.

The electric transmission and distribution facilities may consist of a variable number of towers or poles made of wood, metal, concrete, or other materials, cross-arms, wires, guys, anchors, grounding systems, communication lines and associated fixtures. These electrical facilities may be used to transmit electricity of any voltage or amperage; together with the right to add to said electrical facilities from time to time, and the right to do anything necessary, useful, or convenient for the enjoyment of the Easement.

Grantee, its successors and assigns, are granted the right of unobstructed ingress and egress, at any and all times, on, over, under, across and upon the Easement Area, and across the adjoining lands of Grantor as necessary to access the Easement Area, including utility related structures located therein, for the above-

referenced purposes.

Grantee, its successors and assigns, will have the right to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators, any trees, overhanging branches, vegetation, or brush within the Easement Area or situated on lands of Grantor that adjoin the Easement Area, when in the opinion of Grantee the vegetation may endanger the safety, or interfere with the construction, operation or maintenance, of Grantee's facilities or ingress or egress to, from or along the Easement Area.

In no event may Grantor, its successors, assigns, agents, licensees, or legal representatives, plant or cultivate any trees; nor place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction, including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. Grantee may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may level any alterations of the ground elevation within the Easement Area.

Grantor reserves the right to use, occupy and enjoy the described Easement Area for any and all purposes not inconsistent with and at all times subservient to the rights herein expressly granted Grantee.

Grantee agrees to indemnify, hold harmless, and defend Grantor from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorney's fees, which Grantor may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property arising out of or in any manner connected with the exercise of the rights herein granted, or which Grantor may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligation of this agreement of indemnity, due in whole or in part to any act, omission, or negligence of Grantee or any of its representatives, agents, contractors or employees, but not otherwise. In the event the injuries, including death, or damages are due in whole or in part to the negligence of Grantor or its representatives, agents, contractors or employees, then Grantee shall not be liable in respect to Grantor's proportionate share of negligence under the provisions of this paragraph.

This Easement is granted subject to all existing outstanding rights, including but not limited to, leases, easements, exceptions, reservations, covenants, conditions, highways, uses, liens, and encumbrances of record affecting the described land and Easement Area, which are now in force and effect, if any, and to any state of facts an examination of the premises or an accurate survey would disclose.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Easement and all rights arising in connection with the Easement will remain in full force and effect. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Easement, along with this Supplemental Easement and Right of Way, will for all purposes function as a single instrument. To the extent any terms or provisions of this Supplemental Easement and Right of Way conflict, or are inconsistent, with any term or provision of the Easement, the terms and provisions of this Supplemental Easement and Right of Way will control. Nothing in this Supplemental Easement and Right of Way will in any manner vary, change, modify, or restrict the rights and privileges that Grantee may have acquired through any instrument other than the Easement or by any other means.

This instrument may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The

signature pages from each counterpart may be removed and attached to one document for purposes of recording this Supplemental Easement and Right of Way in the real property records of Tom Green County, Texas.

Grantor acknowledges that AEP has explained the transmission project to Grantor, and Grantor's consent for such project is hereby granted.

This Supplemental Easement and Right of Way will be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors, assigns, agents, licensees, and legal representatives.

Executed this 19th day of December, 2018.

GRANTOR:
CITY OF SAN ANGELO DEVELOPMENT CORPORATION

BY: _____
Todd Kolls, President

State of Texas	§
	§
Tom Green County	§

This instrument was acknowledged before me on the ____ day of _____, 20____, by TODD KOLLS, in his capacity as President of the SAN ANGELO DEVELOPMENT CORPORATION, on behalf of said corporation.

Notary Public, State of Texas
My commission expires: _____

We need Exhibit “A”, metes and bounds and plat from surveyor, to attach here.
The draft they provided is preliminary and not sealed by the surveyor.



An **AEP** Company



October 26, 2018

City of San Angelo Development Corporation
72 West College Avenue
San Angelo, TX 76903

Re: Concho - Miles Transmission Line Rebuild Project
C.C.S.D. and R.G.N.G. RR. Co Survey No 1111, Abstract No. 4252 and Joseph Fenner Survey No. 1,
Abstract No. 4985, Block 3, Tract A, San Angelo Gateway Addition Section 1 City of San Angelo
Tom Green County, Texas

Dear Landowner:

AEP Texas plans to rebuild approximately 18 miles of an electric transmission line in your area. Our records indicate you own property along the transmission line route. The company completed all necessary preliminary field activities on the project last summer and is now gearing up to begin construction to replace the existing wood poles with single-pole steel structures. Coates Field Services is serving AEP Texas' right-of-way representative on this project and an agent will be contacting you soon.

In the meantime, AEP Texas would like to extend you an offer of \$11,822.50 as compensation to supplement the existing easement on your property. The additional easement compiles with the updated requirements necessary for the safe construction, operation and maintenance of the power line.

Please review the enclosed Easement, Survey Plat, Easement Payment Schedule and W-9 form. Following your discussion with a right-of-way agent, please sign and date each document in the designated areas, have the Easement notarized and return all documents in the enclosed self-addressed stamped envelope. Once I receive the signed documents, a check will be issued and sent to you in the amount of \$11,822.50. A copy of the fully-executed, recorded Supplemental Easement will be sent to you once it's filed with the county.

While work crews make every effort to minimize disturbance during construction, there may be some impact to your property. When construction is complete, crews will restore the property to as close to its original condition as possible. In the rare event there is damage to your property, AEP Texas will be responsible for repairs.

If you have any questions about the compensation offer to supplement the easement on your property or about construction-related activities, please call me at (832) 329-0171 or email me at mario.garza@coatesfs.com. Thank you in advance for your prompt response.

Sincerely,

Mario Garza
Right-of-Way Agent
Coates Field Service, Inc. – Representing AEP Texas

Enclosures:
Supplemental ROW Easement
Exhibit A Plat
Payment Schedule
W-9

Line Name: Ballinger - Concho
Line No.: TLN192:00024 Tract No.: 93F
Parcel(s): 21086, 53572

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: City of San Angelo Development Corporation, a Texas non-profit corporation

ADDRESS: 72 West College Avenue, San Angelo, TX 76903

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _____, 2018 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Easement Paid	Damages Paid
Easement Consideration Paid - 4.729 acres +/- @ \$2,500.00/ac = \$11,822.50	\$ 11,822.50	
C.C.S.D. and R.G.N.G. RR. Co Survey No 1111, Abstract No. 4252 and Joseph Fenner Survey No. 1, Abstract No. 4985, Block 3, Tract A, San Angelo Gateway Addition Section 1 City of San Angelo, Tom Green County, State of Texas		
Total Consideration includes Initial Consideration Paid	\$ 11,822.50	

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2018 Signed on _____, 2018

AEP Texas Inc.

By: _____

Field Agent: _____

GRANTOR: City of San Angelo Development Corporation, a Texas non-profit corporation

By: _____

Signature of Authorized Signer _____

Print Name and Title _____

Attach Required W-9 _____

For Office Use Only:

GL	PCBU	Project BPID	Work Order	Account	Dept	CC	Act	ZIP CODE
192	TRANS		42624960-03			942		

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Line Name: Ballinger - Concho

Line No.: TLN192:00024 **Tract No.:** 93F

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For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor supplements the Easement, to the extent the Easement encumbers Grantor's above described tract, by the addition of the following description to locate, fix, and define the easement area.

The location, width, and boundaries of the easement area are revised, modified, and clarified to be as described and depicted on Exhibit A which is attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

Grantee, its successors and assigns, are granted the right to alter, construct, erect, improve, inspect, maintain, operate, patrol, protect, reconstruct, modify, add to, remove, repair, replace, upgrade and/or enlarge electric transmission and distribution facilities on, over, along, across, under and within the Easement Area.

The electric transmission and distribution facilities may consist of a variable number of towers or poles made of wood, metal, concrete, or other materials, cross-arms, wires, guys, anchors, grounding systems, communication lines and associated fixtures. These electrical facilities may be used to transmit electricity of any voltage or amperage; together with the right to add to said electrical facilities from time to time,

and the right to do anything necessary, useful, or convenient for the enjoyment of the Easement.

Grantee, its successors and assigns, are granted the right of unobstructed ingress and egress, at any and all times, on, over, under, across and upon the Easement Area, and across the adjoining lands of Grantor as necessary to access the Easement Area or structure locations for the above-referenced purposes.

Grantee, its successors and assigns, will have the right to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators, any trees, overhanging branches, vegetation, or brush within the Easement Area or situated on lands of Grantor that adjoin the Easement Area, when in the opinion of Grantee the vegetation may endanger the safety, or interfere with the construction, operation or maintenance, of Grantee's facilities or ingress or egress to, from or along the Easement Area.

In no event may Grantor, its successors, assigns, agents, licensees, or legal representatives, plant or cultivate any trees; nor place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction, including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. Grantee may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may level any alterations of the ground elevation within the Easement Area.

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This Supplemental Easement and Right of Way will be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors, assigns, agents, licensees, and legal representatives.

Executed this _____ day of _____, 2018.

Any remaining space on this page intentionally left blank. See next page for signatures.

GRANTOR

The City of San Angelo Development Corporation

By: _____

Its: authorized signer

State of Texas §
 § SS:
Tom Green County §

This instrument was acknowledged before me on _____, 2018 by
_____, authorized signer, The City of San Angelo
Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public

Commission expires: _____

AEP TEXAS, INC
CONCHO - MILES
TRANSMISSION LINE EASEMENT
CFS - TRACT NO. 34&35 - CITY OF SAN ANGELO DEVELOPMENT CORPORATION

39878 -ESMT-TRACT 34&35
SAM JOB NO. 39878
PAGE 01 OF 02
BPID NO. A16002103

EXHIBIT 'A'
4.729 ACRES OR 205,976 SQUARE FEET
100 FOOT WIDE EASEMENT

BEING A TRACT OF LAND LOCATED IN THE C.C.S.D.&R.G.N.G. R.R. CO., SURVEY NO. 1111, ABSTRACT NO. 4252, AND THE JOSEPH FENNER, SURVEY NO. 1, ABSTRACT NO. 4985, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CITY OF SAN ANGELO DEVELOPMENT CORPORATION, RECORDED IN VOLUME 798, PAGE 801, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, (O.P.R.T.G.C.T.), ALSO BEING A PORTION OF TRACT A, BLOCK 3, SAN ANGELO GATEWAY ADDITION, SECTION 1, AN ADDITION TO THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET F, SLIDE 17, PLAT RECORDS, TOM GREEN COUNTY, TEXAS, (P.R.T.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM LLC" SET IN THE SOUTH LINE OF SAID CITY OF SAN ANGELO DEVELOPMENT CORPORATION TRACT AND IN THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO HAROLD D. NOWELL, D/B/A/ G&N PROPERTIES DOCUMENT NO. 2008-662909, (O.P.R.T.G.C.T.), WHICH IS FURTHER DESCRIBED AS LOT 3, BLOCK 3, FIRST REPLAT IN BLOCK 3 OF SAN ANGELO GATEWAY ADDITION, SECTION 1 (P.R.T.G.C.T.), FROM WHICH A 1/2-INCH IRON ROD WITH A CAP FOUND AT THE SOUTHWEST CORNER OF SAID TRACT A AND IN THE EAST RIGHT-OF-WAY LINE OF GATEWAY DRIVE (CALLED 80 FEET RIGHT-OF-WAY), BEARS SOUTH 62 DEGREES 37 MINUTES 08 SECONDS EAST, A DISTANCE OF 202.95 FEET, SAID POINT OF BEGINNING HAVING GRID COORDINATES N:10501098.46 E:2282430.56;

THENCE NORTH 54 DEGREES 23 MINUTES 04 SECONDS EAST, OVER AND ACROSS SAID TRACTS, A DISTANCE OF 2,122.15 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM LLC" SET IN THE EAST LINE OF SAID CITY OF SAN ANGELO DEVELOPMENT CORPORATION TRACT AND IN THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF SAN ANGELO, A MUNICIPAL CORPORATION, RECORDED IN VOLUME 327, PAGE 65, (D.R.T.G.C.T.);

THENCE SOUTH 00 DEGREES 34 MINUTES 30 SECONDS WEST, WITH THE WEST LINE OF SAID SAN ANGELO DEVELOPMENT TRACT AND SAID CITY OF SAN ANGELO, A MUNICIPAL CORPORATION TRACT, A DISTANCE OF 123.91 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM LLC" SET;

THENCE SOUTH 54 DEGREES 24 MINUTES 04 SECONDS WEST, OVER AND ACROSS SAID TRACTS, A DISTANCE OF 1,998.01 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM LLC" SET IN THE SOUTH LINE OF SAID TRACT A, FROM WHICH A 1/2-INCH IRON ROD WITH A CAP STAMPED "SKG ENGINEERS" FOUND AT THE SOUTHEAST CORNER OF SAID NOWELL TRACT BEARS SOUTH 48 DEGREES 36 MINUTES 10 SECONDS EAST, A DISTANCE OF 362.85 FEET;

THENCE NORTH 62 DEGREES 38 MINUTES 07 SECONDS WEST, WITH THE SOUTH LINE OF SAID TRACT A AND THE NORTH LINE OF SAID NOWELL TRACT, A DISTANCE OF 112.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 205,976 SQUARE FEET OR 4.729 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 1.000188316.
SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

PRELIMINARY. THIS DOCUMENT
SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL BOUNDARY DOCUMENT.

CRYSTAL ROBERTSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5447, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300
DATE: 08/22/2018

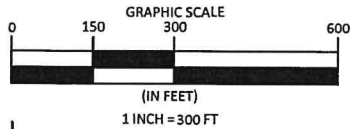


EXHIBIT 'A'

AEP PARCEL _____

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N54°23'04"E	2122.15'
L2	S00°34'30"W	123.90'
L3	S54°23'04"W	1998.01'
L4	N62°38'07"W	112.24'
L5	S62°37'08"E	202.95'

C.C.S.D. & R.G.N.G. R.R. CO.
SURVEY NO. 1111
ABSTRACT NO. 4252

CFS TRACT C-M 35
CITY OF SAN ANGELO
DEVELOPMENT CORPORATION
VOLUME 798, PAGE 801
O.P.R.T.G.C.T.

JOSEPH FENNER
SURVEY NO. 1
ABSTRACT NO. 4985

CFS TRACT C-M 36
THE CITY OF SAN ANGELO,
A MUNICIPAL CORPORATION
VOLUME 327, PAGE 65
D.R.T.G.C.T.

PROPOSED 100'
WIDE EASEMENT
4.729 ACRES
(205,988 S.F.)

CFS TRACT C-M 34
CITY OF SAN ANGELO
DEVELOPMENT CORPORATION
VOLUME 798, PAGE 801
O.P.R.T.G.C.T.

TRACT A, BLOCK 3
SAN ANGELO GATEWAY ADDITION,
SECTION 1
CABINET F, SLIDE 17
P.R.T.G.C.T.

CFS TRACT C-M 33
HAROLD D. NOWELL,
D/B/A/ G&N PROPERTIES
DOCUMENT NO. 2008-662909
O.P.R.T.G.C.T.

LOT 3, BLOCK 3
FIRST REPLAT IN BLOCK 3
SAN ANGELO GATEWAY ADDITION,
SECTION 1
P.R.T.G.C.T.

LEGEND

O.P.R.T.G.C.T.	OFFICIAL PUBLIC RECORDS
D.R.T.G.C.T.	TOM GREEN COUNTY, TEXAS
P.R.T.G.C.T.	DEED RECORDS
P.O.B.	TOM GREEN COUNTY, TEXAS
P.O.R.	PLAT RECORDS
⊕	TOM GREEN COUNTY, TEXAS
⊕	POINT OF BEGINNING
⊕	POINT OF REFERENCE
⊕	5/8" IRON ROD WITH A CAP
⊕	STAMPED "SAM LLC" SET
⊕	3/8" IRON ROD WITH A CAP FOUND
⊕	1/2" IRON ROD WITH A CAP
⊕	STAMPED "SKG ENGINEERS" FOUND
---	PROPOSED EASEMENT
---	PROPOSED EASEMENT CENTERLINE
---	APPROXIMATE ABSTRACT LINE
---	PROPERTY LINE
---	RIGHT-OF-WAY LINE
---	TRACT LINE
---	PROPOSED TRANSMISSION
---	LINE EASEMENT

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE
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CRYSTAL ROBERTSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5447, STATE OF TEXAS
TEXAS FIRM NO. 10064300

08/22/2018

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES SHOWN ARE SURFACE AND COORDINATES SHOWN ARE GRID VALUES. COMBINED SCALE FACTOR: 1.000188316.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. SAM, LLC WILL MONUMENT THE EASEMENT CORNERS DURING THE CONSTRUCTION PHASE OF THE PROJECT.

SHEET 02 OF 02

BPID: A16002103
JOB NUMBER: 39878
FIELD DATE: MAY 2018
SCALE: 1"=300'
CFS TRACT ID: 34&35
DRAWN BY: YH

AEP TEXAS, INC.
4.729 ACRES, 205,976 SQUARE FEET
TRANSMISSION LINE EASEMENT
CONCHO - MILES
C.C.S.D. & R.G.N.G. R.R. CO. SURVEY NO. 1111, ABSTRACT NO. 4252
JOSEPH FENNER SURVEY NO. 1, ABSTRACT NO. 4985
TOM GREEN COUNTY, TEXAS



7101 Envoy Court, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION (COSADC) AUTHORIZING THE BOARD PRESIDENT TO EXECUTE AN ELECTRIC UTILITY TRANSMISSION LINE EASEMENT ON BEHALF OF THE DEVELOPMENT CORPORATION CONVEYING TO AEP TEXAS, INC. A 100 FOOT PERPETUAL UTILITY EASEMENT ACROSS LAND OWNED BY COSADC GENERALLY KNOWN AS PHASE II OF THE SAN ANGELO BUSINESS AND INDUSTRIAL PARK

WHEREAS, The San Angelo Development Corporation (COSADC) owns an interest in a tract of real property generally known as Phase II of the San Angelo Business and Industrial Prk, that is more particularly described in that certain General Warranty Deed, Volume 798, Page 801, Doc # 498728, recorded 10/26/2000 of the real property records of Tom Green County, Texas and such tract is subject to easements and rights-of-way in favor of AEP Texas Inc., (f/k/a West Texas Utilities Company) including but not limited to the following:

Easement and Right of Way recorded in Volume 123, Page 15, Volume 123, Page 18, Volume 123, Page 23, Volume 459, Page 7, of the real property records of Tom Green County, Texas (the "Easement"); and,

WHEREAS, AEP Texas Inc., a Delaware corporation, is the current owner and holder of the rights, title and interest, or a portion thereof, granted in or arising under the Easement and is in the process of locating and relocating transmission lines and distribution facilities, providing electrical service beneficial to the future economic development of the San Angelo region and beneficial to the purposes of COSADC; and,

WHEREAS, AEP has proposed to provide additional compensation in the sum of ELVEN THOUSAND EIGHT HUNDRED TWENTY-TWO AND 50/100 DOLLARS (\$11,822.50);

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

The Board President is hereby authorized to accept the foregoing additional compensation and to execute a supplemental electrical utility transmission line utility easement declaring a 100 foot perpetual easement and right of way over, under and across a portion of land generally known as Phase II of the City of San Angelo Business and Industrial Park owned by COSADC, Tom Green County, Texas, as more particularly described and depicted in **Exhibit "A"**, for the benefit of public electric utility transmission and distribution facilities.

PASSED, APPROVED, and ADOPTED on this the 19th day of December, 2018.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Todd Kolls, President

By: _____
Nora Nevarez, Corporate Secretary

APPROVED FOR CONTENT

APPROVED AS TO FORM

Guy Andrews, Director of Economic
Development

Dan T. Saluri, Deputy City Attorney

Ratified by City Council this _____ day of January, 2019.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, Interim City Clerk

AEP TEXAS, INC
CONCHO - MILES
TRANSMISSION LINE EASEMENT
CFS - TRACT NO. 34&35 - CITY OF SAN ANGELO DEVELOPMENT CORPORATION

39878 -ESMT-TRACT 34&35
SAM JOB NO. 39878
PAGE 01 OF 02
BPID NO. A16002103

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4.729 ACRES OR 205,976 SQUARE FEET
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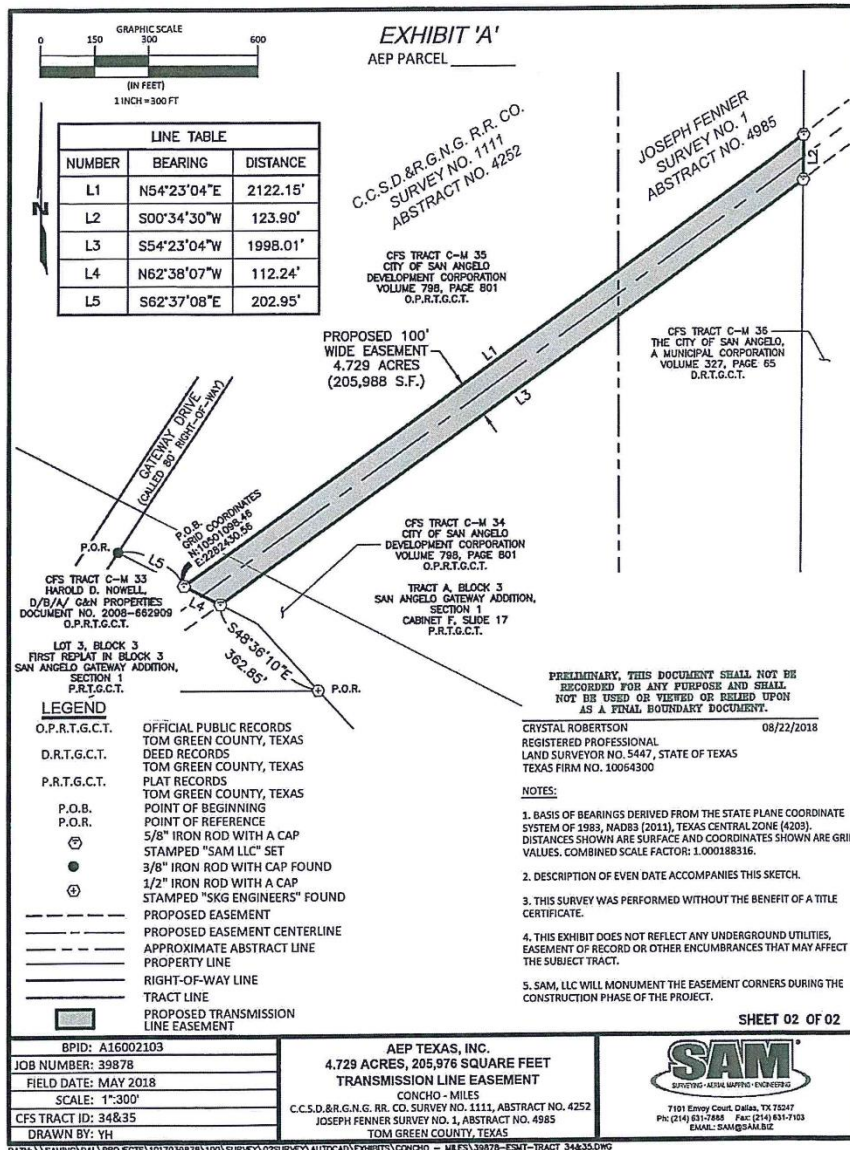
THENCE NORTH 62 DEGREES 38 MINUTES 07 SECONDS WEST, WITH THE SOUTH LINE OF SAID TRACT A AND THE NORTH LINE OF SAID NOWELL TRACT, A DISTANCE OF 112.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 205,976 SQUARE FEET OR 4.729 ACRES OF LAND, MORE OR LESS.

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CRYSTAL ROBERTSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5447, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300
DATE: 08/22/2018

\\enmine\da\PROJECTS\1017039878\100\Survey\03\Documents\PDF\CONCHO - MILES\PRELIMINARY\2018-08-22\39878-ESMT-TRACT 34&35.docx



THIS PLAT MUST BE SUBSTITUTED WITH A COMPLETED COPY SEALED BY THE SURVEYOR

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lance Overstreet, Assistant Water Utilities Director, Water Utilities, 325-657-4201

Meeting Date: January 8, 2019

Item type: Consent Item

Caption:

Consider approving the award of WU-09-18 to Online Information Services for collection purposes in the amount of 20% of the collection balance and authorizing City Manager to execute all related documents (Lance Overstreet)

Summary/History:

The Water Utility Department recently went through open solicitation WU-09-18 requesting proposals for collection agency services. The intent of the proposal was to procure an agency versed in municipal utility collections, with a proven track record of success through their procedures and methodology for collections as well as a strong track record of timely reporting and communications to their customers.

The enterprise fund utility collections amount continues to grow and is well over \$3 million dollars.

Utilizing a collection agency will have a positive impact to decrease the amount in collections. The agency's fee is 20% of the collections amount.

Eight proposals were received and evaluated by a four-member committee. Online Information Services was selected as the forerunner.

Financial Impact:

There is currently over \$3.0 million in collections.

Other Information/Recommendation:

recommendation is to approve

Attachments:

- | | |
|--|---|
| 1. WU-09-18 Ranking | WU-09-18 Ranking.pdf |
| 2. WU-09-18 Acknowledgement Worksheets | WU-09-18 Acknowledgement Worksheets.pdf |
| 3. Written Justification Memo | Written Justification Memo.pdf |

Presentation:

Approvals/Reviews:

Lance Overstreet
Allison Strube
Theresa James

Created/Initiated
Approved
Approved

Anthony Wilson

Candice Blake

Tina Dierschke

Theresa James

Becky Dunn

Julia Antilley

Approved

Approved

Approved

Approved

Approved

Final Approval

Ranking Worksheet
RFP Acknowledgment * WU-09-18/ Collection Agency Services

Committee Member:		Schiff & Associates	FCR Collection Services	IC System	The CCS Companies	Exela Technologies	Universal Fidelity LP	Lifquest Services	Online Collections
Category	Max Pts								
Completeness and conformity of the reply to RFP	5	5	5	5	5	5	5	5	5
Overall approach and methodology to be used to accomplish RFP requirements	30	28	25	27	30	28	25	30	30
Qualifications, Experience, and Referencess	35	30	28	32	35	35	28	35	35
References	10	9	10	9	5	10	10	10	8
Fee Schedule	30	28	26	30	30	30	30	28	28
Total Score	110	100	94	103	105	108	98	108	106

Committee Member:		Schiff & Associates	FCR Collection Services	IC System	The CCS Companies	Exela Technologies	Universal Fidelity LP	Lifquest Services	Online Collections
Category	Max Pts								
Completeness and conformity of the reply to RFP	5	5	5	5	5	5	5	5	5
Overall approach and methodology to be used to accomplish RFP requirements	30	25	26	28	28	30	23	27	29
Qualifications, Experience, and Referencess	35	25	27	32	32	35	28	30	34
References	10	5	7	8	8	8	8	8	9
Fee Schedule	30	25	28	27	29	27	30	26	28
Total Score	110	85	93	100	102	105	94	96	105

Committee Member:		Schiff & Associates	FCR Collection Services	IC System	The CCS Companies	Exela Technologies	Universal Fidelity LP	Lifquest Services	Online Collections
Category	Max Pts								
Completeness and conformity of the reply to RFP	5	5	5	5	3	5	5	5	5
Overall approach and methodology to be used to accomplish RFP requirements	30	20	20	30	28	30	20	30	30
Qualifications, Experience, and Referencess	35	25	25	25	33	35	25	30	35
References	10	1	4	9	5	6	5	5	7
Fee Schedule	30	20	22	25	27	25	30	22	25
Total Score	110	71	76	94	96	101	85	92	102

Committee Member:		Schiff & Associates	FCR Collection Services	IC System	The CCS Companies	Exela Technologies	Universal Fidelity LP	Lifquest Services	Online Collections
Category	Max Pts								
Completeness and conformity of the reply to RFP	5	5	5	5	5	5	5	5	5
Overall approach and methodology to be used to accomplish RFP requirements	30	25	25	28	28	29	25	28	30
Qualifications, Experience, and Referencess	35	25	25	31	30	30	25	34	35
References	10	9	10	9	7	9	8	6	8
Fee Schedule	30	28	25	30	30	28	30	28	29
Total Score	110	92	90	103	100	101	93	101	107

Committee Member Summary		Total Points							
Category	Max Pts	Schiff & Associates	FCR Collection Services	IC System	The CCS Companies	Exela Technologies	Universal Fidelity LP	Lifquest Services	Online Collections
Completeness and conformity of the reply to RFP	5	20	20	20	18	20	20	20	20
Overall approach and methodology to be used to accomplish RFP requirements	30	98	96	113	114	117	93	115	119
Qualifications, Experience, and Referencess	35	105	105	120	130	135	106	129	139
References	10	24	31	35	25	33	31	29	32
Fee Schedule	30	101	101	112	116	110	120	104	110
Total Score	110	348	353	400	403	415	370	397	420
Ranking		8	7	4	3	2	6	5	1

Attach a Written Justification for each company's ranking and forward to Purchasing
NOTE: Attached this form and the Written Justification to your Agenda Background Memo



City of San Angelo

RFP Acknowledgment * WU-09-18/ Collection Agency Services

September 14, 2018 at 2:00pm

	Proposals Received	City	State
1	Schiff & Associates	Columbus	OH
2	FCR Collection Services	Foothill Ranch	CA
3	IC System	St. Paul	MN
4	The CCS Companies	Norwood	MA
5	Exela Technologies	Irving	TX
6	Universal Fidelity LP	Katy	TX
7	Lifquest Services		
8	Online Collections	Winterville	NC

	Mailed to:	City	State
1	Online Information Services	Winterville	NC
2	Account Control Technology	San Angelo	TX
3	Arc Services	San Angelo	TX
4	Gila LLC	Austin	TX
5	West Central Texas Collections Bureau	Abilene	TX
6	Debt Collection Firm	Valencia	CA

NOTE: Include this form with your Agenda Memo

Memo

To: Candice Blake, Purchasing Manager

From: Lance Overstreet, Water Utilities Assistant Director

Date: January 2, 2019

Re: Collection Agency Services – RFP No. WU-09-18

After reviewing the eight proposals submitted for the Collection Agency Services RFP, the four-member committee (consisting of Allison Strube - Water Utilities Assistant Director, Petra Trevino - Customer Service Manager, Ryan Gaddy – Finance Assistant Director and myself) scored the proposals, reflected below is more detailed information on the scoring of the top three proposals.

1. **Online Collection Services** – 420 points. Online Collections Services has been an industry leader for over 60 years with 29 Texas Clients and clients in 50 different states. They are very familiar with Utility billing having clients that have been with them for over 25 years. OCS is very familiar with Utility billing collections and large percent of their clients are in that industry. They provide credit bureau reporting down to \$50. They have a very thorough process and workflow plan with detailed reporting while providing a very high collection return rate.
2. **Excela Technologies** – 415 points. Excela also provided a very complete proposal with thorough process however combined first and second placement pricing rate was not as competitive. Client base was larger entities with some similar to San Angelo size entities recently dropped. Credit bureau reporting but higher minimum.
3. **Credit Collection Services** – 403 points. Had the smallest collection account minimum, less detailed process and workflow proposal. Pricing was best value but references in utility and Texas presence not supported by submitted material.

The additional proposal scores are as follows: 4. IC System (400), 5. Lifequest Services (397), 6. Universal Fidelity LP (370), 7. FCR Collection Services (353), 8. Schiff & Associates (348).

As a result of the rankings, the committee is recommending that Online Collection Services, be approved for a contract for the Collection Agency Services for the City of San Angelo.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: January 8, 2019

Item type: Consent Item

Caption:

Consider approving Sourcewell (NJPA) contract #062117-EXM for the purchase of eight mowers, with the option to purchase two additional mowers, from Cross Texas Supply (San Angelo, TX), in the amount of \$128,750, budgeted in fiscal year 2019 (Ryan Kramer)

Summary/History:

Council approval is requested for the purchase of eight riding mowers using Sourcewell Contract #062117-EXM . Approval for two additional mowers is requested over what is currently budgeted, for optional purchase in the event additional units are needed and can be funded. This equipment is to be utilized by the multiple divisions. These mowers will replace units that have exceeded their useful life or will be added to divisions fleet assignments as required duties change.

The requested purchase will be made from Cross Texas Supply (San Angelo, TX).

Financial Impact:

Staff recommends approval of Sourcewell Contract #062117-EXM for the purchase of eight mowers, with the option to purchase two additional mowers, from Cross Texas Supply (San Angelo, TX), in the amount of \$128,750, budgeted in fiscal year 2019.

Other Information/Recommendation:

Staff recommends approval of Sourcewell Contract #062117-EXM for the purchase of eight mowers, with the option to purchase two additional mowers, from Cross Texas Supply (San Angelo, TX)

Attachments:

- | | | |
|----|-------------|-----------------|
| 1. | Mower Quote | Mower Quote.pdf |
|----|-------------|-----------------|

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved

Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Final Approval

CAUTION: TRANSPORTING GAS CYLINDERS IN CARS, VANS OR OTHER CLOSED MOTOR VEHICLES IS **DANGEROUS** AND SHOULD BE AVOIDED. GAS CYLINDERS MUST **NEVER** BE MOVED IN CLOSED SPACES, INCLUDING BUT NOT LIMITED TO CAR TRUNKS, DUE TO THE HIGH RISK OF **EXPLOSION OR FIRE**.

QUOTATION

CAUTION: LET **NO OIL**, GREASE, OR OIL BASED LUBRICANT OF ANY NATURE COME IN CONTACT WITH ANY PART OF THE **OXYGEN CYLINDER, REGULATOR OR FITTINGS**, AS THIS IS CONSIDERED DANGEROUS. ACETYLENE, PROPANE AND HYDROGEN ARE FLAMMABLE AND EXPLOSIVE GASES AND CONSIDERED DANGEROUS.

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CUSTOMER I.D.	SALES CATEGORY	EMPL/STORE	CUSTOMER P.O. NO.	JOB RELEASE NO.	SHIP DATE
S10 2	QUOTATION	JD 1	KRAMER		12/26/18

HMID	DESCRIPTION	HAZARD CLASS	QTY.SHIPPED	U/M	RET'D/ B.O.	PART NO.	CUBIC FEET	UNIT PRICE	AMOUNT
*****	THE FOLLOWING IS SOURCEWELL PRICING CONTRACT# 062117-EXM. CITY OF SAN ANGELO MEMBER# 71733. *****								
	72" LAZER EFI ECV980 KOHLER 38HP, RED, SERIES 6 DECK, SUSPENSION SEAT, SEMI PNEUMATIC FRON CASTERS		8	EACH		EX LZX980EKC726		17759.00	142072.0
	BID ASSIST DISCOUNT		8	%		DISC04	8	4884.00	39072.0
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THE ABOVE MATERIAL WILL REMAIN THE PROPERTY OF THE SELLER UNTIL FINAL PAYMENT HAS BEEN MADE.

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THE BUYER AGREES TO ACCEPT THE ABOVE PRODUCTS SUBJECT TO ALL THE CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS SHIPPER.

TOTAL

103000.00

TERMS: **NET 30 DAYS** FROM INVOICE DATE
INVOICES NOT PAID IN ACCORDANCE WITH
TERMS ARE SUBJECT TO A SERVICE CHARGE
OF **1.5% PER MONTH, 18% PER YEAR.**

CUSTOMER SIGNATURE _____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Hagen, Risk Manager, Human Resources/Risk Management, (325)657-4359

Meeting Date: January 8, 2019

Item type: Consent Item

Caption:

Consider approval to pay Midwest Employers Casualty Company \$91,400 for premium renewal for Excess Workers Compensation insurance for policy year 2018-2019, budgeted in FY2019 (Charles Hagen)

Summary/History:

The City is self-insured for its workers' compensation exposures. Claim exposures exceeding \$750,000 are insured by the purchase of Excess Workers Compensation Insurance. The renewal premium for fiscal year 2019 will be \$91,400 and is budgeted for in the current fiscal year.

City Code, Section 1.608 provides that the City Manager, "with approval of the City Council, is hereby authorized to purchase insurance as may be necessary to provide coverage to the extent that the loss exposure exceeds the reasonable capacity of the Self-Insurance Fund to afford adequate coverage. (1959 Code of Ordinances, Sec. 1-33-8)."

USI (insurance broker) solicited quotes from other Excess WC Insurance sources but responses indicated premiums from the other sources would exceed \$100,000 and provide less coverage than that currently provided by Midwest Employers Casualty Company (MECC). MECC has been our Excess Workers Compensation carrier since 2005. MECC is rated by A.M. Best to be A+ (Superior) in the XV Financial Size Category (\$2 Billion or greater).

Financial Impact:

The premium for excess workers compensation is an annually budgeted item and paid from Risk Management fund 330-1604-500.05-23.

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Charles Hagen
Tina Dierschke
Bryan Kendrick
Becky Dunn
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: January 8, 2019

Item type: Consent Item

Caption:

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

Summary/History:

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

SAPAC began management of the Auditorium in fiscal year 2016 and is seeking payment as agreed upon in the agreement. The attached resolution will serve as authorization for that expenditure.

Financial Impact:

\$50,000 in expenses related to the management of the Auditorium for the current fiscal year which is budgeted in the Hotel Occupancy Tax fund. SAPAC's current year budget is attached for approval by Council as is required by the agreement with them.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | SAPAC Agreement | SAPAC-City first amended operating agreement signed copy 4-15-2014.pdf |
| 2. | Resolution+releasing+HOT+funding+to+SAPAC | Resolution+releasing+HOT+funding+to+SAPAC.docx |
| 3. | 1819 SAPAC Budget - Approved | 1819 SAPAC Budget - Approved.pdf |

Presentation:

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved

Bryan Kendrick

Final Approval

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

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

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

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

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

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

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

I. DEFINITIONS, TERM AND STATED INTENTIONS

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

- a) "Annex" shall mean the planned addition to the City Auditorium located in the historic City Hall building in downtown San Angelo.
- b) "Auditorium" shall mean the portion of the historic City Hall building in downtown San Angelo commonly known as the City Auditorium, including lobby and restrooms utilized therewith, owned by the City of San Angelo.
- c) "Lease" shall mean any lease effective during the term of this Agreement pursuant to which the City leases municipal building space to SAPAC, or any of its members or their successors in interest, for office use and management services for Project facilities.
- d) "Performing Arts Campus" or "Campus" shall mean the grounds of the Project.
- e) "Performing Arts Center" shall mean the new performing arts facility planned to be designed, built, and owned by SAPAC on the site of the property known as the former Coca-Cola Warehouse, located at 25 W. Second Street in downtown San Angelo.
- f) "Performing Arts Plaza" or "Plaza" shall mean the grounds incorporating City Hall, the Auditorium, and the neighboring grounds of the Performing Arts Center uniformly developed into an integrated plaza. The area of the Plaza grounds are depicted on **Exhibit "D"**, attached hereto.
- g) "Project" shall mean collectively: the Auditorium and possible Annex, and the Performing Arts Plaza incorporating the Auditorium and Annex, City Hall and the Performing Arts Center.
- h) "Project Plans" shall mean plans and specifications for the restoration, reconstruction and possible expansion of the Auditorium with construction of an Annex and plans and specifications for development of the Performing Arts Plaza.
- i) "Property" shall mean that certain real property upon which is located the historic City Hall building and Auditorium, and the site for the Performing Arts Center formerly known as the Coca-Cola warehouse facilities, each more particularly described on **Exhibit "A"** (Historic City Hall, Auditorium and grounds) and **Exhibit "B"** (site for the Performing Arts Center).

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

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

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

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

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

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

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

- a) SAPAC shall contract with an architect for the design, plans and specifications for reconstruction and potential expansion of the City Auditorium (hereinafter "Architectural Services Contract") subject to City Council approval by written resolution in the selection of an architect by SAPAC and approval of the contract price as herein provided.
- b) SAPAC shall include within the Architectural Services Contract certain "essential provisions" as required by City and set forth in Exhibit "C", attached hereto and made a part of this Agreement for all purposes. City shall be designated by SAPAC and the architect as an intended third party beneficiary to the Architectural Services Contract. The plans and specifications shall be subject to City Council approval by written resolution. Change orders for budgeted items less than Twenty-Five Thousand Dollars (\$25,000.00) shall be subject to the prior approval of the City Manager or his designee. All other change orders shall be subject to approval by written resolution of City Council.
- c) City shall contract with a CONSTRUCTION MANAGER AT RISK (CMAR) general contractor in the form of a Guaranteed Maximum Price Contract (G-MAX) for restoration and reconstruction of the City Auditorium, and potential expansion of the

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

- d) Costs savings under the CMAR G-MAX contract from the projected maximum contract price shall be designated for additional construction services for the Auditorium and any annex as may then be agreed to by the parties.
- e) Except as may otherwise be agreed to in writing by the parties and approved by City Council by written resolution, notwithstanding any other provision in this Agreement to the contrary, City's financial obligation under this Agreement shall not exceed TWO MILLION ONE HUNDRED THOUSAND DOLLARS (\$2,100,000.00). The financial obligation of SAPAC under this Agreement shall be TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00), inclusive of its expenses under the Architectural Services Contract and its contributions into the Construction Account for prorated reimbursement of expenses incurred by City under the CMAR G-MAX contract.
- f) SAPAC shall be solely responsible for draws and expenses as they are incurred by SAPAC under the Architectural Services Contract.
- g) The obligations of the Parties with respect to payments due or draws to be made under the CMAR G-MAX contract shall be as follows:
 - i.) City shall establish and maintain a designated construction account (hereinafter "Construction Account") for the deposit of funds by each of the parties necessary to meet the payment obligations of City under the CMAR G-MAX contract. SAPAC shall make periodic deposits of funds into the Construction Account for reimbursement of its proportionate share of expenses incurred by City under the contract on request of City at such times as may be necessary for payments or draws to be made when due under the contract.
 - ii.) SAPAC shall share in construction expenses as they are incurred by City under the CMAR G-MAX contract in proportion to the obligations of the parties as described in Section 1.6, subsection "e" above.
 - iii.) Except as otherwise may be agreed to by the parties and approved by City Council by written resolution, SAPAC shall be responsible for deposits into the Construction Account for reimbursement of expenses incurred by City under the CMAR G-MAX contract, exceeding the City's obligation to expend a proportionate share of the expenses up to a total sum not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000.00).
- h) SAPAC shall independently, at its sole cost and expense, develop plans and specifications for the Performing Arts Center (PAC) to be constructed by SAPAC at the former Coca-Cola Warehouse located at 25 W. Second Avenue, San Angelo, Tom Green County, Texas.

- i) At such time as the PAC shall be constructed, SAPAC shall improve and landscape that portion of the Performing Arts Plaza on the PAC site (**Exhibit "B"**) so as to complete a unified Performing Arts Plaza.
- j) City and SAPAC shall work together to provide for the management of the Auditorium as provided under Part V "Management Phase" of this Agreement.

II. PLANNING PHASE

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

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

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

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

- a) Secure City Council approval by written resolution of the selection of an architect and Architectural Services Contract price, and secure approval of City by written resolution of Council of plans and specifications for reconstruction and any expansion of the Auditorium;
- b) substantiate the availability of Project funds as provided at Sections 3.2 and 3.5; and,
- c) provide to City a five (5) year plan for the operation and utilization of the reconstructed and restored Auditorium, which shall include at a minimum:
 - i. anticipated sources and estimated amounts of revenue, on an annual basis;

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

III. FUNDING OBLIGATIONS OF SAPAC

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

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

Section 3.3 Funding for Construction of the PAC:

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

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

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

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

IV. CONSTRUCTION PHASE

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

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

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

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

V. MANAGEMENT PHASE

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

- a) The Management Phase of this agreement shall commence at the end of the Construction Phase under Part IV herein, and shall continue during the balance of the term of this agreement and of any supplemental facility management and operating agreement to be agreed to.
- b) SAPAC will be responsible for management of the City Auditorium and the PAC pursuant to terms of this Agreement, with such additional terms as the parties may agree to. SAPAC will perform services that include marketing, scheduling of events and contracting for the use of the City Auditorium as well as for the Performing Arts Center when completed. With respect to the Auditorium, SAPAC management services will be limited to the extent not in conflict with any advertising agency, promotional agency or ticketing service contracts which the City may have. SAPAC shall include in any commitment, agreement or contract for the marketing, scheduling, use, production, presentation, conduct, or ticketing of an event at the City Auditorium, provision relating to minimum insurance requirements which shall include commercial general liability coverage naming the City as an additional insured. The policy shall be an occurrence-type policy and shall protect the party contracting with SAPAC (Contracting Party) for use of the City facility and additional insureds (City and SAPAC) against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contracting Party's employees) and damage to property of the City or others arising out of the act or omission of the Contracting Party or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contracting Party under an agreement for "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall not be less than:

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

- (c) This minimum insurance requirement may, at the discretion of City, be subject to renegotiation and adjustment once every five (5) years during the term of this Agreement.
- (d) SAPAC shall annually negotiate with each of its member entities and the City to determine user rates and a fixed number of days for programs or events planned by SAPAC member entities or City, both of which shall be given priority before allocating days for any other users. Annual recurring events shall be given scheduling priority.

Section 5.2 Allocation of Hotel Occupancy Tax Revenue:

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

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

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

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

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

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

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

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

- a) utilities and information technology and telecommunications services, said services being reimbursable to the City for costs at the rate the City charges via internal service funds for the City Auditorium;
- b) facility operations, maintenance and janitorial services for the City Auditorium, reimbursable to the City at 100% of actual cost (City shall provide SAPAC with the detail utilized to determine the actual cost of service.);
- c) City will provide property insurance for the City Auditorium space. SAPAC will provide commercial general liability coverage naming the City as an additional insured. This policy shall be an occurrence-type policy and shall protect SAPAC and additional insureds (City) against all claims arising from bodily injury, sickness, disease or death of any person (other than the SAPAC's employees) and damage to property of the City or others arising out of the act or omission of SAPAC or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by SAPAC under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall not be less than:

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

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

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

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

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

VI. ASSURANCES

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

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

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

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

VII. GENERAL PROVISIONS

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

SECTION 7.2 SAPAC TO INDEMNIFY AND HOLD CITY HARMLESS:

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

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

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

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

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

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

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

- a) Execution and Delivery. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by the respective governing bodies of the Parties to execute this Agreement in their official capacities.
- b) Assignment. SAPAC may not assign this Agreement or any rights hereunder without prior written consent of the City authorized by written resolution of the City Council, which consent may be withheld at the discretion of City. City may not assign this Agreement or any rights hereunder, except as may be required by law, without the prior written consent of SAPAC.
- c) Applicable Law. This Agreement is not intended to create any legal rights enforceable by any third party against any Party to this agreement, nor is it intended to waive any rights or defenses available to any Party hereto. Specifically, this Agreement shall not be construed so as to waive any of the City's immunities from suit or liability as to any third parties. Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.
- d) Entire Agreement. This Agreement supersedes any and all other agreements or understandings, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

- e) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and permitted assigns.
- f) Amendment. This Agreement may only be amended by the mutual agreement of the Parties hereto in writing, signed by a duly authorized representative of each Party.
- g) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.
- h) Survival and Cumulative Enforcement of Rights. Those provisions of this Agreement which by their very nature extend beyond termination or expiration of this Agreement shall survive such termination or expiration. All rights for enforcement of this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and, City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement. No waiver of a breach or any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained herein.
- i) Force Majeure. In the event that any Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, act of terrorism, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the Parties hereto, it shall not be considered a breach of this Agreement.
- j) Notice. Any notice to be given hereunder by any Party to the other Party shall be in writing and sent by first class U.S. mail, registered or certified, return receipt requested, as follows:

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

With copies to the following SAPAC entities:

Angelo Civic Theater
1936 Sherwood Way
San Angelo, TX 76901

San Angelo Symphony
PO Box 5922
San Angelo, TX 76902

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

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

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

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

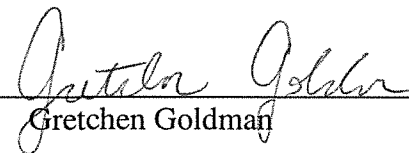
(Signature page to follow)

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

SAN ANGELO PERFORMING ARTS
COALITION


Susan Brooks, President

ATTEST:

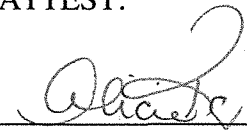
BY: 
Gretchen Goldman

ITS: Secretary

CITY OF SAN ANGELO, TEXAS


Daniel Valenzuela, City Manager

ATTEST:


Alicia Ramirez, City Clerk

APPROVED AS TO FORM:


Rick Weise, Asst. City Manager

APPROVED AS TO CONTENT:

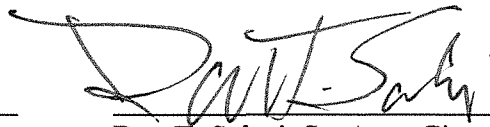

Dan T. Saluri, Sr. Asst. City Atty.

EXHIBIT "A"

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

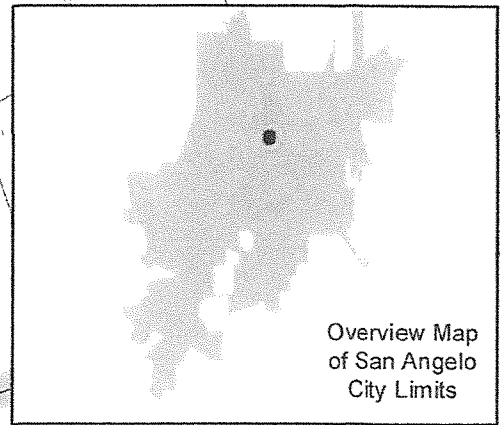
City Hall Building and Auditorium Site

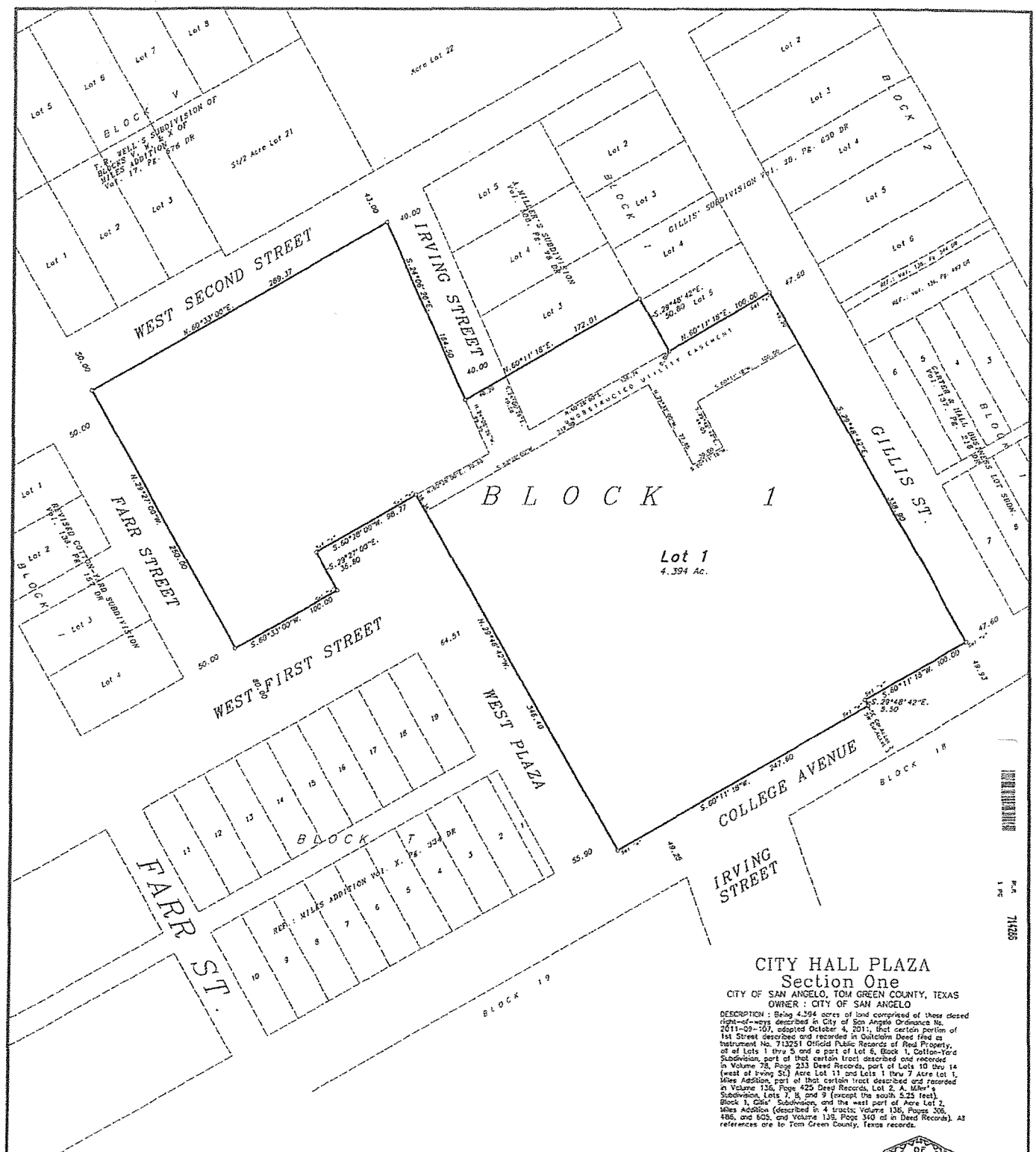


City Hall Plaza Section One



1 inch = 100 feet

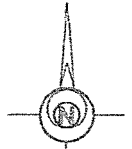




CITY HALL PLAZA
Section One

CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS
 OWNER: CITY OF SAN ANGELO

DESCRIPTION: Being 4.394 acres of land comprised of those closed right-of-ways described in City of San Angelo Ordinance No. 2011-09-101, adopted October 4, 2011, that certain portion of 1st Street described and recorded in Outclaim Deed filed as Instrument No. 712251 Official Public Records of Real Property, all of Lots 1 thru 5 and a part of Lot 6, Block 1, Cotton-Yard Subdivision, part of that certain tract described and recorded in Volume 75, Page 253 Deed Records, part of Lots 10 thru 14 (west of Irving St.) Acre Lot 11 and Lots 1 thru 7 Acre Lot 1, Miles Addition, part of that certain tract described and recorded in Volume 136, Page 425 Deed Records, Lot 2, A. Miller's Subdivision, Lots 7, 8, and 9 (except the south 5.25 feet), Block 1, Cedar Subdivision, and the west part of Acre Lot 2, Miles Addition (described in 4 tracts: Volume 136, Page 306, 486, and 605, and Volume 135, Page 340 as in Deed Records). As references are to Tom Green County, Texas records.



SCALE: 1" = 50'
 GRAPHIC SCALE: FEET

Bearings shown hereon are based on City of San Angelo Datum (NAD 1982) as supplied by City of San Angelo Engineering Services Dept.
 Distances are surface horizontal.

COUNTY CLERK
 Filed for record this 8th day of February, 2012
 By: *Christy Taylor, Deputy*

This plat is filed in Cabinet G, Slide 212
 Plat Records of Tom Green County, Texas.

DEPARTMENT OF PLANNING
 Approved for recording this 19th day of February, 2012
 By: *W.D. Swanner*
 Director of Planning

DEPARTMENT OF WATER UTILITIES
 Approved for recording this 25th day of February, 2012
 By: *[Signature]*
 Director of Water Utilities

DEPARTMENT OF PUBLIC WORKS
 Approved for recording this 3rd day of February, 2012
 By: *[Signature]*
 Director of Public Works

ACKNOWLEDGEMENT/DEDICATION
 We, The City of San Angelo, Texas do hereby adopt this plat as the subdivision of our property and dedicate for the use of the public the easement shown hereon.

Alvin New, Mayor
 ATTEST: *[Signature]*, City Clerk

STATE OF TEXAS
 COUNTY OF TOM GREEN
 This instrument was acknowledged before me on February 7, 2012, by Alvin New in the capacity shown.

Christina M. Huan
 Notary Public, State of Texas



SURVEYOR'S CERTIFICATE
 I, Russell T. Oakley, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that corner monuments shown hereon were properly placed, under my supervision, in accordance with the rules for land subdivision by the City Council of the City of San Angelo, and I further certify that the tract of land herein plotted lies within the Extrajurisdictional Area of the City of San Angelo, Texas.



[illegible]

EXHIBIT "B"

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

Cite for the Performing Arts Center

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

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

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

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

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

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

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

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

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

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

Survey Tract 2

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

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

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

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

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

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

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

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

EXHIBIT “C”

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

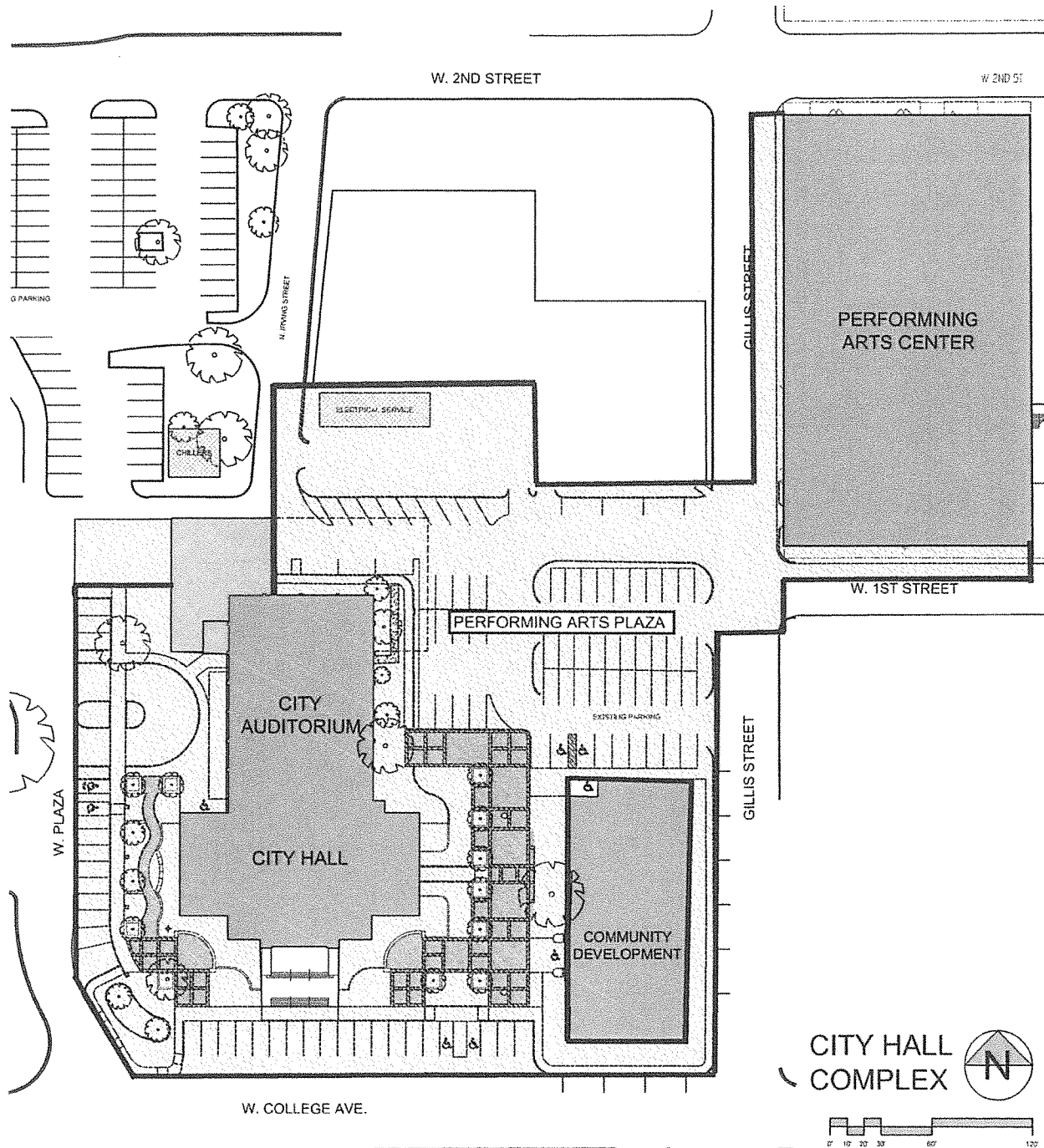
SAPAC shall include provisions addressing the following essential terms in it's contract for architectural services:

1. Identification of parties;
2. Designate City as owner and an intended third party beneficiary to such contract in a form approved by the City Attorney.
3. Provide that architect will work with SAPAC and with City as intended third party beneficiary under the contract to accomplish scope of work and cost savings.
4. Provide that copies of the contract, amendments to the contract, notices given under the contract, change orders, and records related to payments, advances, draws, or retainage be provided to City contemporaneously when due or produced under the contract.
5. Scope of work;
6. Contract price;
7. Professional Services Fees;
8. Time for performance;
9. Payment procedures and schedule;
10. Compliance with all applicable federal, state and local laws and regulations;
11. Default and remedies;
12. Termination rights;
13. Insurance requirements that include City as an additional insured in a form preapproved by the City's Risk Manager;
14. Indemnification and hold harmless agreement for the benefit of the City in a form preapproved by the City Attorney;
15. Notice requirement to City of San Angelo, Attention City Attorney, 72 W. College, San Angelo, Texas 76903.

EXHIBIT "D"

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

Performing Arts Plaza



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

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

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

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

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

Part 1: That the 2018-2019 annual budget of SAPAC is hereby approved for the purposes of the Agreement.

Part 2: That the 2018-2019 allocation of Hotel Occupancy Tax to SAPAC for management services under the First Amended and Restated Development and Operating Agreement is hereby awarded in the amount of \$50,000.

PASSED and APPROVED THIS 8th day of January, 2019

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

San Angelo PAC
2018/19 Budget

	Budget
OPERATING REVENUE	F1819 Total
Donations	\$ 256,000
Rent Income / Occupancy	\$ 33,000
HOT/Grant/SA Gives Income	\$ 75,300
TOTAL OPERATING REVENUE	\$ 364,300

PRODUCTION REVENUE	
Event Rent	\$ 52,375
Event Sponsorship / Ad Sales	\$ 29,500
Misc Income	\$ 31,006
Facility Maintenance Fees	\$ 79,239
Ticket Sales	\$ 768,828
TOTAL PRODUCTION REVENUE	\$ 960,947

TOTAL REVENUE	\$ 1,325,247
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OPERATING EXPENSES	
Salary, Wages, and Benefit	\$ 233,039
Professional Fees	\$ 24,000
Facilities	\$ 125,460
General & Administrative Expenses	\$ 112,676
TOTAL OPERATING EXPENSES	\$ 495,175

PRODUCTION EXPENSES	
Advertising	\$ 52,300
FMF - Murphey	\$ 51,266
Credit Card Merchant Fees	\$ 19,028
Costs Associated with Events	\$ 10,831
Payments to Show	\$ 646,771
Labor	\$ 27,668
TOTAL PRODUCTION EXPENSES	\$ 807,864

TOTAL EXPENSES	\$ 1,303,040
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TOTAL PROFIT / LOSS	\$ 22,208
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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Hillary Bueker, Senior Planner, Planning and Development Services, 325-657-4210

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an amendment to the Zoning Ordinance, establishing new standards for regulating mobile food trucks on public and private property in the City of San Angelo (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

On January 30, 2018, the City of San Angelo held its first public Food Truck Forum, allowing mobile food unit owners the opportunity to come together and provide suggestions for improvement of the City's permitting process. As a result staff became aware there were a few issues that the permit holder wanted to see addressed from the City's Planning & Development Services Department. To continue with the improvements, on September 5, 2018, Planning Staff hosted a public forum to discuss proposed changes to the Zoning Ordinance regulations. Most of the citizen in attendance were currently associated with a food truck business and raised some of their questions and concerns. The proposed regulations include comments from food truck owners as well as staff's proposed regulations based on comparison city research.

Financial Impact:

N/A

Other Information/Recommendation:

On November 19, 2018 the Planning Commission recommended APPROVAL of the proposed text amendment.

Attachments:

- | | |
|----------------------|--|
| 1. Exhibit A (TA) | 19-194_PL_FOOD_TK_ORD_EX_A_01-03-18.docx |
| 2. Staff Report (TA) | Memo_Food Truck_CC (2019-1-08).pdf |
| 3. Ordinance (TA) | 19-194_PL_FOOD_TK_ORD_01-03-19.docx |

Presentation:

Jon James

Approvals/Reviews:

Hillary Bueker	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Julia Antilley

Approved
Final Approval

EXHIBIT “A”

Sec. 310 Use Table

Use Category		Short Definition (see also Chap. 8)	*	Residential Districts							Nonresidential Districts									
				R&E	RS1	RS2	RS3	RM1	RM2	MHP	MHS	CN	CO	CG	CH	CBD	OW	ML	MH	CG/CH
Commercial																				
Mobile Food Units	Food	Defined in Texas Food Establishment Rules	*	See Article 4 for Specific Use Regulations							A	A	A	A	A	A	A	A	A	A

Sec. 419. Mobile Food Units

A. Purpose

1. To establish the requirements for Mobile Food Units in order to:
 - a. Maintain and improve property values by ensuring a minimum level of development quality relating to mobile food units
 - b. Provide direction to business owners that have the opportunity to increase jobs and business.
 - c. Offer opportunities for new and existing food establishments to provide food choices where full restaurants may not be possible.
 - d. Adapt to an evolving economy and support local entrepreneurship.

B. Applicability

1. The provisions of this section shall apply to the operation of mobile food units within the city limits.
2. No new food service permits for a mobile food unit may be approved unless the applicable provisions of this section are met.
3. No Certificate of Occupancy shall be issued for any property unless the applicable provisions of this section are met.
4. Reoccupying a structure that has been vacant for more than two years requires compliance with applicable provisions of this section.

C. General Requirements - Mobile Food Units

1. Mobile food units are permitted to conduct business in all commercial and manufacturing zoning districts, the Central Business District and Office-Warehouse zoning districts and where Industrial uses are permitted.

EXHIBIT “A”

2. Mobile food units may operate on residentially zoned properties that have approved conditional/special uses for non-residential uses.
3. Mobile food units may operate up to 4 hours in a 24 hour period in residentially zoned areas on non-residential use properties that do not have an approved conditional/special use and must be at least 100 feet from a residential structure.
4. Mobile food units may operate up to 4 hours in a 24 hour period within a multi-family residentially zoned property with the property manager’s written permission as to location and times of operation. A copy of the written permission shall be kept within the mobile food unit at all times.
5. A mobile food unit shall not locate on any private or public property other than as legally permitted in parks or within street right-of-way, without written permission of the property owner to do so. A copy of the owner’s written permission to operate in a specific location shall be kept within the mobile food unit at all times.
6. A mobile food unit can operate from one location for up to 3 consecutive days but must then vacate that location for at least 3 days.
7. A mobile food unit located at one location for more than 4 hours shall require an improved all-weather parking surface.
8. A mobile food unit shall not occupy one location within the public right-of-way for more than 4 hours or as limited by current parking regulations, except with an approved special event or street closure permit.
9. A mobile food unit shall not operate within 100 feet of a public entrance of a permanent food service establishment then open for business. This buffer may be reduced upon written consent from the owner of that food service establishment agreeing to location and times of operation of the mobile food unit. A copy of the written agreement shall be kept within the mobile food unit at all times.
10. Mobile food units shall not operate within 200 feet of a public or private school without written consent as to location and times for operation from the authorized school authority. A copy of the school’s written consent shall be kept within the mobile food unit at all times.
11. Mobile food units shall not park in the right-of-way within 200 feet of a residential structure, except in the Central Business District (CBD) zoning district.
12. Mobile food units shall only be allowed to park in compliance with current parking regulations.
13. A mobile food unit shall not locate in such a manner or location that obstructs, or can reasonably be expected to result in the obstruction of, any sidewalk, street, alley or other public place by causing people or vehicles to congregate at or about the mobile food unit, unless in accordance with an approved special event or street closure permit.

EXHIBIT “A”

14. A mobile food unit shall not block any fire lane, drive aisle, or access to any parcel or alley.
15. No mobile food unit shall locate in such a manner as to restrict or obstruct line of sight visibility at or near an intersection of a driveway, approach or alleyway with a street, or at or near a street intersection within an adequate line of sight visibility.
16. Each mobile food unit operator shall be responsible for proper disposal of solid waste associated with the business.
17. Mobile food units shall only be allowed in designated areas within City parks.
18. Mobile food units shall not operate in residentially zoned areas or parks between the hours of 10:30 p.m. And 7:00 a.m.

D. Mobile Food Unit at Commissary

1. A mobile food unit may only operate at a location for more than 3 consecutive days if located at their commissary, except in accordance with an approved special event or street closure permit.
2. A mobile food unit operating from its commissary shall be parked on a paved surface.
3. A mobile food unit operating from its commissary must comply with all setback lines established by the subject property’s zoning district.

E. Commissary Requirements

1. A commissary is only allowed in a zoning district that allows retail sales and service, either by right or with an approved conditional or special use for retail sales and service.
2. Mobile food unit commissaries shall comply with screening regulations contained in the zoning ordinance.
3. Mobile food units shall submit a site plan for a commissary location when:
 - a. A new certificate of occupancy or change of occupancy for a new commissary.
 - b. Expansion or other improvements to a commissary that would normally trigger site plan review for any building/site expansion.
 - c. Intent to operate a food truck from the commissary for more than 3 days per week.
4. A mobile food unit commissary that is located within an overlay zone, or other established district, shall comply with all district standards and shall obtain all necessary approvals.

Section 804 Definitions

MOBILE FOOD UNIT – as defined in 25 Texas Administrative Code, chapter 228, also known as the Texas Food Establishment Rules.

COMMISSARY – A Central Preparation Facility as defined in 25 Texas Administrative Code, chapter 228, also known as the Texas Food Establishment Rules.

MEMO

**Meeting**

Date: January 8 & 22, 2019

To: City Council

From: Hillary Bueker
Senior Planner

Agenda Item: Text Amendment to Chapter 12, Exhibit "A" Zoning Ordinance, establishing a new Section regulating mobile food trucks in the City of San Angelo.

Background:

On January 30, 2018, the City of San Angelo held its first public Food Truck Forum, allowing mobile food unit owners the opportunity to come together and provide suggestions for improvement of the City's permitting process. As a result staff became aware there were a few issues that the permit holder wanted to see addressed from the City's Planning & Development Services Department. In response to this forum, the City quickly eliminated the need for Itinerant Merchant's permits, and the need for applicants to visit five different divisions.

To continue with the improvements, on September 5, 2018, Planning Staff hosted a public forum to discuss proposed changes to the Zoning Ordinance regulations. Most of the citizen in attendance were currently associated with a food truck business and raised some of their questions and concerns. The attached proposed regulations include comments from food truck owners as well as staff's proposed regulations based on comparison city research.

Planning Commission Recommendation:

On November 19, 2018, the Planning Commission recommended APPROVAL of a Text Amendment to Chapter 12, Exhibit "A" Zoning Ordinance, establishing a new Section regulating mobile food trucks in the City of San Angelo. The following is the complete excerpt of the draft minutes from the November 19, 2018, meeting for this case:

Hillary Bueker, Senior Planner, present the proposed new standards for regulating food trucks in San Angelo. She explained that this item had already been to a public forum.

Mrs. Bueker outlined the sections of the proposed ordinance, which apply to mobile food trucks on private property. She explained that the current Zoning Ordinance only allows mobile food

trucks where restaurants are allowed, in zoning districts that allowed “Retail Sales and Service”. The new revisions, she explained, would allow mobile food trucks in all commercial, manufacturing, and industrial zoning districts, as well as in residential districts subject to certain restrictions, including a maximum of four hours in a 24-hour period and at least 100 feet from homes when on church and school properties, and only four hours in a 24-hour period on apartment properties. She further explained that a food truck can operate up to 3 consecutive days on a property, but must then vacate the same location for 3 days. Mrs. Bueker then outlined requirements for mobile food trucks on public property, which included no parking within 50 feet of an operating restaurant, written permission if locating near a school, and no on-street parking within 200 feet of homes or apartments unless downtown. Mrs. Bueker concluded her presentation that mobile food trucks wanting to operate for more than 3 days must be at the same location as their commissary and on a paved surface.

Commissioner Smith asked what would happen if a private event lasted 6 hours.

Mr. Aaron Vannoy, Development Administrator, explained that because this would be a private event and not public, a health permit would not be required and these rules would not apply.

Vice Chair Spano asked for a timeframe on when an ordinance would be brought to Council.

Mrs. Bueker responded that Staff was aiming for the second City Council Meeting in December.

Chair Stribling opened the meeting for public comment.

There was no public comment.

Commissioner Jackson made a Motion to RECOMMEND APPROVAL of a Text Amendment to Chapter 12, Exhibit “A” Zoning Ordinance, establishing new standards for regulating mobile food trucks on public and private property in the City of San Angelo. Commissioner Smith seconded the Motion. The Motion passed unanimously, 7-0.

City Council Requested Action:

APPROVE the Text Amendment to Chapter 12, Exhibit “A” Zoning Ordinance, establishing a new Section regulating mobile food units.

Attachment: Draft Mobile Food Unit Regulations

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY OF SAN ANGELO CODE OF ORDINANCES, CHAPTER 12 "PLANNING AND DEVELOPMENT," EXHIBIT "A" "ZONING ORDINANCE," ARTICLE 3 "USE REGULATIONS," ADDING A ROW TO SUBPART 310 "USE TABLE," FOR "MOBILE FOOD UNITS;" ARTICLE 4 "SPECIFIC USE STANDARDS," REDESIGNATING SUBPART "412-419" AS "411-418", AND ADDING A NEW SUBPART "419" "MOBILE FOOD UNITS"; ADDING DEFINITIONS FOR MOBILE FOOD UNIT AND COMMISSARY TO ARTICLE 8 "DEFINITIONS" SECTION 804 "DEFINED TERMS"; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance" of the City Code of Ordinances, Article 3 "Use Regulations," Section 310 "Mobile Food Units" is added as shown on Exhibit "A."

Section 2: Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance" of the City Code of Ordinances, Article 4 "Specific Use Standards," Section "412-419" be redesignated as "411-418".

Section 3: Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance" of the City Code of Ordinances, Article 4 "Specific Use Standards," Section 419 "Mobile Food Units" is added as shown on Exhibit "A."

Section 4: Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance" of the City Code of Ordinances, Article 8 "Definitions", Section 804 "Defined Terms" is amended by adding definitions for Mobile Food Unit and Commissary as shown on Exhibit "A".

Section 5: All provisions of Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance" of the City Code of Ordinances, Article 4 "Specific Use Standards," not amended or repealed hereby shall remain in full force and effect.

Section 6: 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 7: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 8th day of January, 2019, and finally PASSED, APPROVED and ADOPTED on this the 22nd day of January, 2019.

CITY OF SAN ANGELO

BY: _____

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325.657.4210

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance approving case Z18-21, a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District and the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, located at 909 W. Beauregard Ave. (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

A request for approval of a rezoning from the from the General Commercial/Heavy Commercial (CG/CH) Zoning District and the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, located at 909 West Beauregard Avenue.

Financial Impact:

N/A

Other Information/Recommendation:

On November 19, 2018, the Planning Commission unanimously recommended APPROVAL of the proposed rezoning.

Attachments:

- | | | |
|----|---------------------------|--------------------------------|
| 1. | Draft Ordinance (Z18-21) | Draft Ordinance (Z18-21).docx |
| 2. | Staff Report (Z18-21) (2) | Staff Report (Z18-21) (2).docx |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

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: **909 West Beauregard Avenue; located at the southeast corner of West Beauregard Avenue and South Park Street; comprising 1.47 acres;** FROM GENERAL COMMERCIAL/HEAVY COMMERCIAL AND SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT TO NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z18-21: First Financial Trust

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 (CN) Zoning District and,

WHEREAS, on the 8th day of January, 2019, City Council held a public hearing on Z18-21, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

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

The real properties generally located at 909 West Beauregard Avenue; located at the

southeast corner of West Beauregard Avenue and South Park Street; being the north 175 feet of Block 39 in the Angelo Heights Addition, and comprising 1.47 acres; City of San Angelo, Tom Green County, Texas, shall henceforth be permanently zoned as follows: Neighborhood Commercial (CN) Zoning District.

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 (“CN” Boundary Map).

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 **8th day of January, 2019**, and finally PASSED, APPROVED
AND ADOPTED on this the **22nd day of January, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

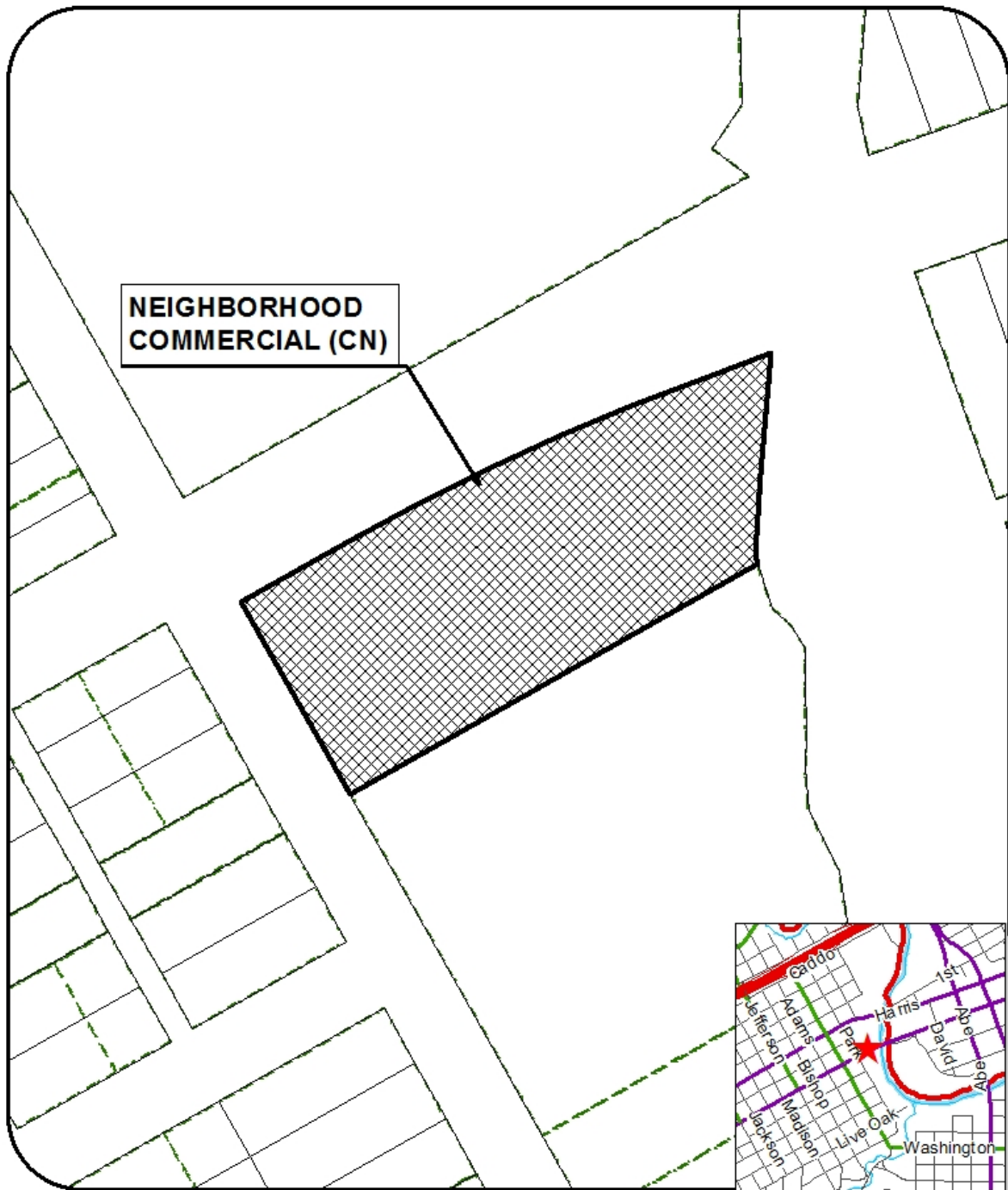
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit "A" (CN Boundary Map)



Zoning Case

Z18-21: First Financial Trust

Council District: Lane Carter (SMD#5)

Neighborhood: Santa Rita

Scale: 1" approx. = 100 ft

Subject Property: 909 West Beauregard Avenue

Legend:

Subject Properties:

Current Zoning:

Requested Zoning:

Vision:

CG/CH and RS-1

CN

Neighborhood Center



CITY COUNCIL – January 8 and 22, 2019
STAFF REPORT



APPLICATION TYPE:	CASE:		
Rezoning	Z18-21: First Financial Trust		
SYNOPSIS:			
The applicant has applied for a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District and Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District on their property for future commercial development. The southerly 50 feet zoned RS-1 prohibits commercial development without a Rezoning. The existing property contains a vacant 2,412-square foot building that used to be an auto dealership (see Additional Information).			
LOCATION:		LEGAL DESCRIPTION:	
909 West Beauregard Avenue; located at the southeast corner of West Beauregard Avenue and South Park Street		Being the north 175 feet of Block 39 in the Angelo Heights Addition	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD District #5 – Lane Carter Santa Rita Neighborhood	General Commercial / Heavy Commercial (CG/CH) and Single-Family Residential (RS-1)	NC – Neighborhood Center	1.47 ac.
THOROUGHFARE PLAN:			
West Beauregard Avenue – Urban Arterial Street Required: 80' right-of-way, 64' pavement Provided: 100' right-of-way, 80' pavement with 5-foot sidewalks on both sides South Park Street – Urban Local Street Required: 50' right-of-way, 40' pavement or 36' with a 4-foot sidewalk Provided: 60' right-of-way, 40' pavement and no sidewalk			
NOTIFICATIONS:			
10 notifications mailed within 200-foot radius on November 7, 2018. Two received in support; none in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the rezoning from the General Commercial/Heavy Commercial (CG/CH) and Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District on the subject property.			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner:</i> First Financial Trust and Asset Management Company <i>Applicant:</i> Erica Carter, Carter-Fentress Engineering			
STAFF CONTACT:			
Jeff Fisher, AICP Senior Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

Additional Information: The current CG/CH and RS-1 zoning is inconsistent with the property's Future Land Use of "Neighborhood Center" in the City's Comprehensive Plan. A Rezoning to Neighborhood Commercial (CN) would be consistent with the Neighborhood Center designation for the reasons outlined below. The property is located within the River Corridor and any new construction or exterior reconstruction will require a River Corridor Review to be approved by the Design and Historic Review Commission (DHRC). An Urban Design Review (UDR) will also be required for any new construction that is at least 25,000 square feet, or an addition that is greater than 10,000 square feet. A subdivision replat is not required as deed research confirms that the lot was surveyed and platted in its original configuration before July 5, 1950. Subsequent street right-of-way dedications are also exempted from platting as per Chapter 1.VI.2 of the Land Division and Subdivision Ordinance.

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 subject property has a Future Land Use designation of "Neighborhood Center" since the City's 2009 update to the Comprehensive Plan. The "Neighborhood Center" designation promotes "a mix of various uses at key intersections to encourage the necessary infill, densification, and walkability necessary for Neighborhood Centers." This designation also calls to "establish transition areas to better "scale-down" intensity of use from commercial centers to neighborhoods." The Planning Division believes that a Rezoning to CN is appropriate given that it is consistent with the Neighborhood Center designation and acts as a transition between commercial development to the north and west, and the residential neighborhood to the south. The existing CG/CH zone could allow industrial storage of heavy equipment which is not appropriate in this area adjacent to the Concho River, parks, and nearby homes. A River Corridor Review for any new exterior construction will provide further assurance that any development maintains the aesthetic integrity of this property adjacent to the River.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The Planning Division sees no conflict with the Zoning Ordinance if the Rezoning to CN is approved. The lot is 460 feet wide, 170 feet in depth, and 1.47 acres in area, well exceeding the minimum lot area of 6,000 square feet, lot width of 50 feet, and lot depth of 80 feet for the CN Zoning District.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The proposed CN will be compatible with the surrounding area. The property is located immediately east of a retail office building, west of the River, and south of Peasant Village Restaurant, Civic League Park, and a variety of retail commercial uses along the West Beauregard Avenue corridor.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The former auto dealership is no longer in operation and the existing building remains vacant. Redevelopment of this site for CN-related uses will ensure that heavy commercial development currently allowed on the majority of the property zoned CG/CH will not occur in future.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The Planning Division does not anticipate any negative effects on the natural environment. A review of grading, drainage, and stormwater would take place at the permit stage for any redevelopment of this lot.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The Planning Division believes there is a need for neighborhood commercial related development on this property. The CN zoning allows a wide range of uses including restaurants, retail sales and services, offices, day cares, limited vehicle service, and self-service storage, short-term rentals, and car washes with a conditional use.
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.* There are no anticipated changes to existing development patterns. As indicated, the property has existed in its current configuration prior to 1950, and the property has frontage onto West Beauregard Avenue, an arterial road which can accommodate large traffic volumes. The Planning Division believes the majority of traffic will access the site from West Beauregard Avenue, avoiding the need to use local streets south of the property. Regardless, neighborhood commercial uses are typically local in nature and will be able to serve the surrounding residential neighborhood.

Planning Commission Recommendation:

On November 19, 2018, the Planning Commission recommended **APPROVAL** of the proposed Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District and Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District on the subject property. The following is the complete excerpt of the draft minutes from the November 19, 2018, meeting for this case:

Public hearing and consideration of a request for approval of a Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District and Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District on the subject property located at 909 West Beauregard Avenue.

Prior to presentation of this case at 9:40 a.m., Commissioners Brooks and Uherik recused themselves due to potential conflict of interest.

Jeff Fisher, Senior Planner, presented the rezoning request. He explained that the majority of the property is CG/CH except for the bottom 50 feet which is zoned RS-1. Mr. Fisher outlined Staff's rationale to approve the Rezoning on the grounds that the CN zone is consistent with the Future Land Use designation of "Neighborhood Center"; that the lot complies with all CN standards and is exempt from platting; and that the property is located along West Beauregard Avenue, a commercial corridor that allows similar uses such as offices, retail stores, and restaurants.

Chair Stribling opened the meeting for public comment.

Mr. Steve Eustis, representative of the current owner of the property, spoke in support of the request. He explained that the property owner to the south intends to purchase this property. Mr. Eustis further explained that the current building is an eyesore and intends to be removed, as well as the CG/CH zone which is good for the neighborhood.

Ms. Heidi Brooks, who owns property in the vicinity, asked if the subject request is only for the proposed rezoning and not for the specific use that would be erected on the property.

Chair Stribling responded this was correct.

Stephen McLaughlin, one of the surrounding property owners, spoke in support of the request and indicated he provided written support as well.

Commissioner Jackson made a Motion to recommend APPROVAL of the proposed Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District and Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District on the subject property. Commissioner Smith seconded the Motion. The Motion passed unanimously, 5-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed rezoning from the General Commercial/Heavy Commercial (CG/CH) and Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District on the subject property.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Response Letter
Applicant's Response to Zoning Criteria
Application



Zoning Case

Z18-21: First Financial Trust

Council District: Lane Carter (SMD#5)

Neighborhood: Santa Rita

Scale: 1" approx. = 100 ft

Subject Property: 909 West Beauregard Avenue

Legend:

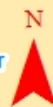
Subject Properties:

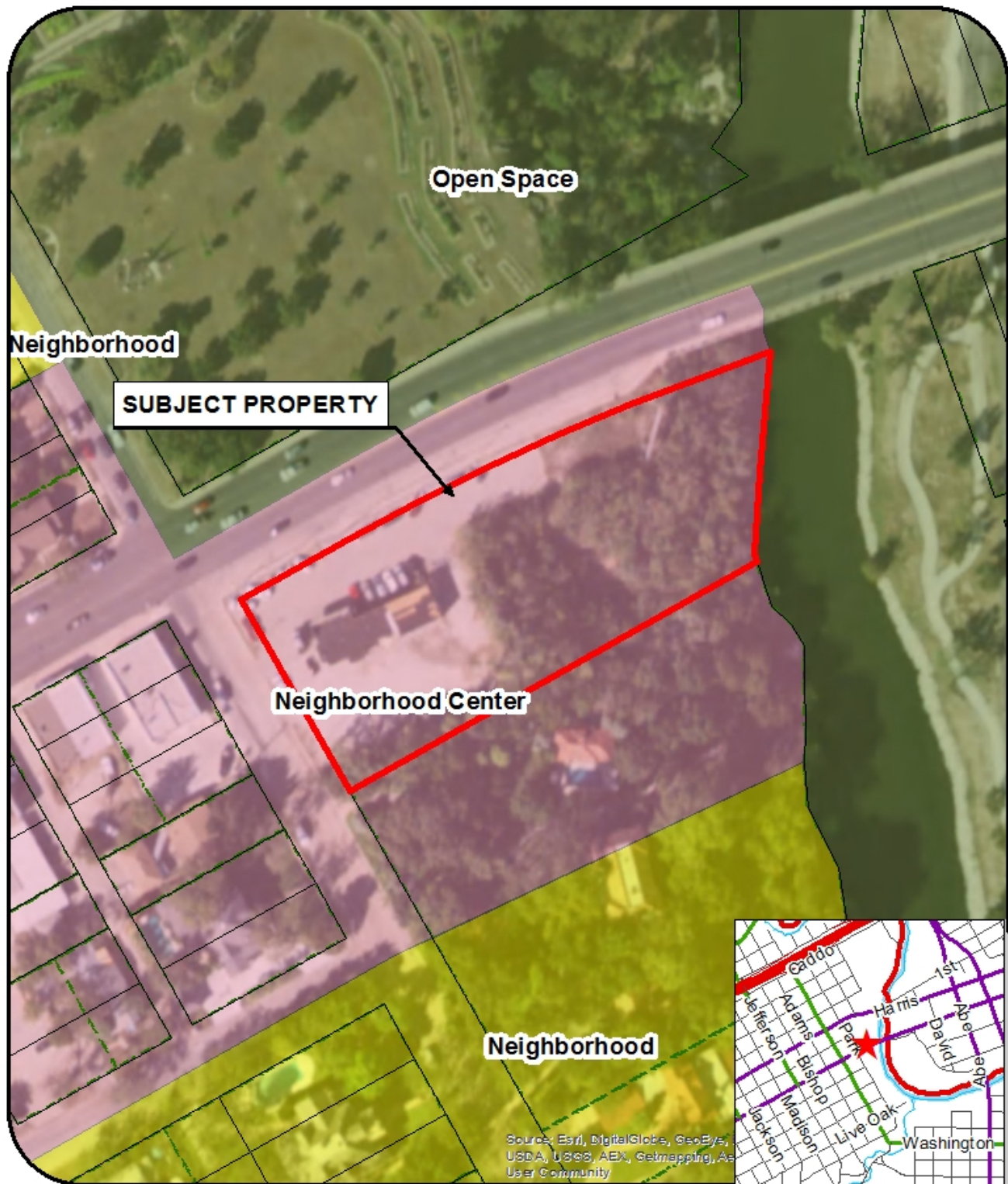
Current Zoning:

Requested Zoning:

Vision:

CG/CH and RS-1
CN
Neighborhood Center

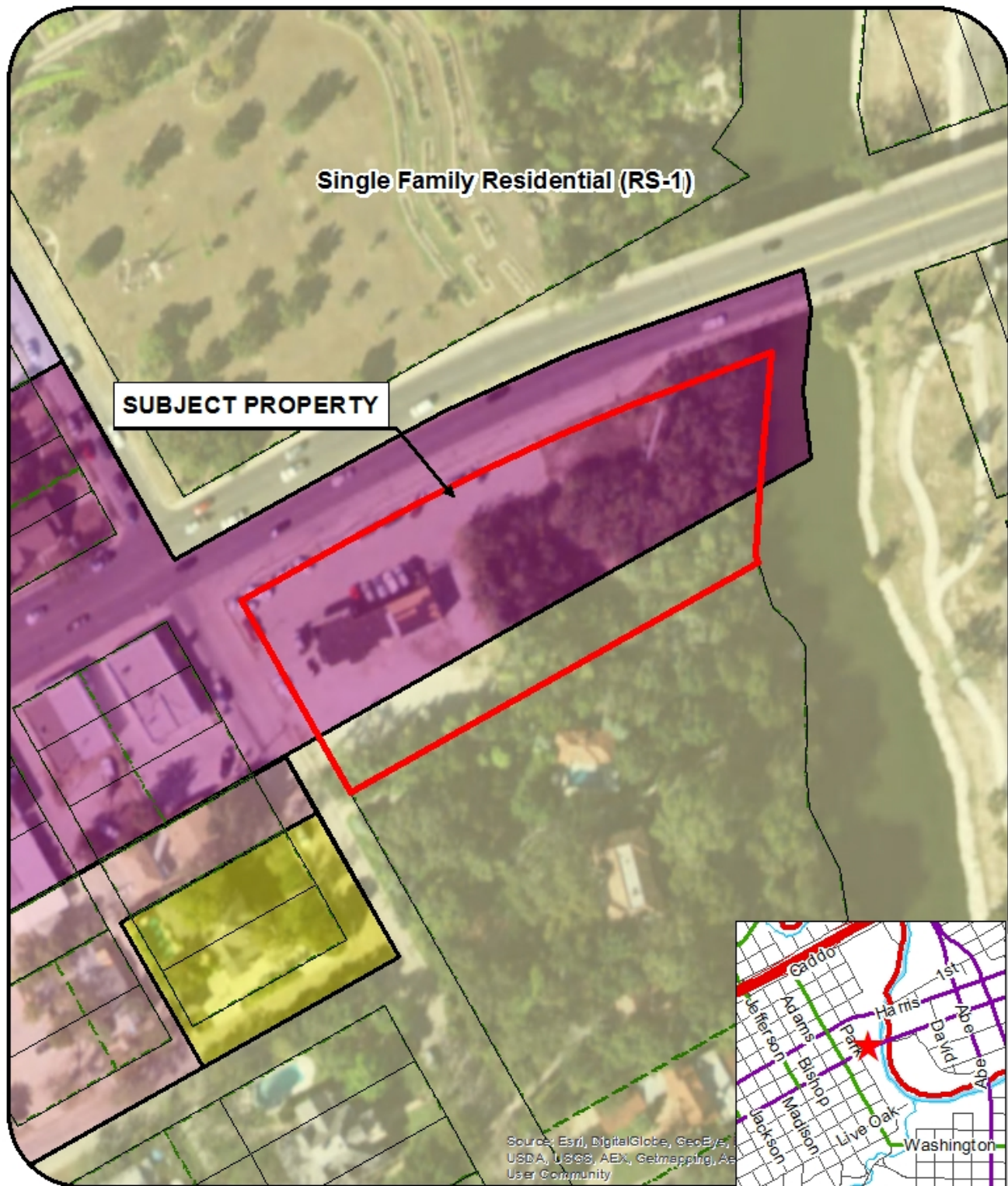




Zoning Case
Z18-21: First Financial Trust
Council District: Lane Carter (SMD#5)
Neighborhood: Santa Rita
Scale: 1" approx. = 100 ft
Subject Property: 909 West Beauregard Avenue

Legend:
Subject Properties: —
Current Zoning: CG/CH and RS-1
Requested Zoning: CN
Vision: Neighborhood Center





Zoning Case
Z18-21: First Financial Trust
Council District: Lane Carter (SMD#5)
Neighborhood: Santa Rita
Scale: 1" approx. = 100 ft
Subject Property: 909 West Beauregard Avenue

Legend:
Subject Properties: —
Current Zoning: CG/CH and RS-1
Requested Zoning: CN
Vision: Neighborhood Center



Photos of Site and Surrounding Area

WEST



EAST



NORTH



SOUTHEAST AT PROPERTY



EAST AT PROPERTY



REAR OF PROPERTY



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

(X) IN FAVOR () IN OPPOSITION

REASON(S) I believe the property in it's current state and situation is not only an eyesore, but also creates a blind spot hiding illicit activities.

Having an investor with strong ties to the neighborhood and the wherewithal to make positive changes to the property is a great opportunity to have this iconic location become attractive and productive again.

Further, it is my opinion that the current zoning is a mistake and not in keeping with the restrictions and guidelines of the various overlays that incorporate this property.

NAME: Stephen McLaughlin

ADDRESS: 115 S. Park

SIGNATURE: 

Z18-21: First Financial Trust
property owner number: 7

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

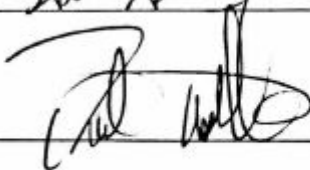
TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(V) IN FAVOR () IN OPPOSITION

REASON(S) MY FAMILY CURRENTLY RESIDES NEXT TO
THIS PROPERTY AT 208 S PARK ST. WE CURRENTLY
HAVE THIS PROPERTY UNDER CONTRACT AND ARE
~~WORKING CLOSELY WITH THE CITY AND NEIGHBORHOOD~~
TO REMOVE THE EXISTING STRUCTURE (ONCE PURCHASED)
AND TO BUILD A VIABLE PROJECT TO SERVE
SAN ANGELO & THIS NEIGHBORHOOD.

NAME: ROBERT & LAUREN WATKINS

ADDRESS: 208 S PARK ST
SAN ANGELO TX 76901

SIGNATURE: 

Z18-21: First Financial Trust

property owner number: 10

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

Sec. 212. Amendments to Text or Official Zoning Map

G. Amendment Criteria. The wisdom of amending the text of this Zoning Ordinance or the Official Zoning Map is a matter committed to the sound legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt, adopt with modifications or deny the proposed amendment, the City Council shall at a minimum consider the following factors.

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 zone change is from CG/CH and RS-1 to CN. The vision plan calls for neighborhood center so the zone change cleans up the property with 2 zoning designations and is in line with the Vision Plan.

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

The CN designation allows for a variety of commercial opportunities and the property will not conflict with any portion of the Zoning Ordinance.

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

The property is surrounded with office buildings and residences. The proposed use of the property will act as a nice transition for the 2 zones.

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

We will require a conditional use for a portion of the business and will submit for that when the re-zone is complete.

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, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment

The proposed amendment will have a minimal impact on the surrounding area. Currently, the property consists of a dilapidated building and is an eye-sore for the surrounding properties.

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

Being that this property consists of 2 different zoning districts, it is in the best interest of the City to have it zoned as 1 district and zoned as the vision plan call. It will also allow for the owner to clean up the site and decide the best plan of action for the property moving forward.

7. Development Patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community. The property will be CN and this will allow for a transision between commercial property and residential property. It will be consistent with the surrounding properties.

Effective January 3, 2017



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



Application for Approval of a Zone Change

Section 1: Basic Information

Name of Applicant(s): First Financial Trust and Asset Management Company, Trustee David Byrd, Executive Vice President
☒ Owner ☐ Representative (Notarized Affidavit Required)
 P.O. Box 5291 San Angelo Texas 76902
 Mailing Address City State Zip Code
 325-659-5968 ecarter@fentresseng.com
 Contact Phone Number Contact E-mail Address
 909 West Beauregard San Angelo Texas 76901
 Subject Property Address City State Zip Code
 Blk: 39, Subd: ANGELO HEIGHTS ADDITION, NORTH 175 FEET OF BLOCK 39
 Legal Description (can be found on property tax statement or at www.tomgreencad.com)

Existing Zoning: RS-1 & CG/CH Proposed Zoning: CN Lot size: 1.47 Acres

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

Section 2: Site Specific Details

Existing Use of Property: Currently Vacant- Was a car lot

*Proposed Use of Property: Commercial Building with indoor storage rooms for (self service storage units)
within the building.
 *Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

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

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

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

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

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

David Byrd	<i>David Byrd</i>	First Financial Trust and Asset Management Company, N. A.	10/10/2018
Owner Name (Print)	Signature	Company/Organization (If Applicable)	Date
Erica Carter		Carter-Fentress Engineering	10/10/2018
Representative Name (Print)	Signature	Company/Organization	Date

FOR OFFICE USE ONLY:

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 10 / 11 / 18

Case No.: Z 18 - 21

Fully-dimensioned site plan: ☐ N/A

Nonrefundable fee: \$ 625.00

Receipt #: 28368

Date paid: 10 / 11 / 18

Sign Deposit \$37.50 N/A

Receipt #: _____

Date paid: 10 / 11 / 18

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

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

River Corridor Commission? ☒ Yes ☐ No If yes, RCC meeting date: to be submitted

Planning Commission hearing date: 11 / 19 / 2018 Date notifications due: 11 / 8 / 18

City Council hearing date: 12 / 18 / 18 Packets due date: _____

Publication date: _____

Reviewed/Accepted by: J. Fisher Date: 10 / 11 / 18

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325.657.4210

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance approving case Z18-22, a rezoning from the Single-Family Residential Zoning District to the Two-Family Residential Zoning District, located at 701-721 W. 15th St. (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

A request for approval of a Rezoning from the Single-Family Residential (RS-1) Zoning District to the Two-Family Residential (RS-2) Zoning District, located at 701-721 West 15th Street. The RS-2 zone allows either a single-family dwelling, a two-family dwelling, or a single-family dwelling with an accessory apartment.

The owner of 711 West 15th Street initiated the rezoning on his property and the City initiated the rezoning for the remainder of the block to ensure consistency.

Financial Impact:

N/A

Other Information/Recommendation:

On November 19, 2018, the Planning Commission unanimously recommended APPROVAL of the proposed rezoning.

Attachments:

- | | | |
|----|--------------------------|-------------------------------|
| 1. | Staff Report (Z18-22) | Staff Report (Z18-22).docx |
| 2. | Draft Ordinance (Z18-22) | Draft Ordinance (Z18-22).docx |

Presentation:

Jon James

Approvals/Reviews:

Jeff Fisher	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

CITY COUNCIL – January 8 and January 22, 2019
STAFF REPORT



APPLICATION TYPE:	CASE:		
Rezoning	Z18-22: Sepulveda / City of San Angelo		
SYNOPSIS:			
The applicant has applied for a rezoning from the Single-Family Residential (RS-1) Zoning District to the Two-Family Residential (RS-2) Zoning District on his vacant property, 711 West 15th Street. The RS-2 zone allows either a single-family dwelling, a two-family dwelling, or a single-family dwelling with an accessory apartment. Given there is a presence of other nearby lots with two residential units and non-residential zoning to the south, the City is initiating a rezoning from RS-1 to RS-2 on the remainder of this block, south of West 15th Street, between Shelton Street and Brown Street. This would allow a transition between the non-residential area to the south and RS-1 zoning to the north, as well as allow some flexibility to build one or two-family housing on the majority of this block which has been vacant for over 35 years (see Additional Information).			
LOCATION:		LEGAL DESCRIPTION:	
701-721 West 15 th Street; located south of West 15 th Street between Shelton Street and Brown Street		Being Lots 1-10 in Block 4 of the Mineola Annex	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #4 – Lucy Gonzales Blackshear Neighborhood	Single-Family Residential (RS-1)	N - Neighborhood	1.61 ac.
THOROUGHFARE PLAN:			
West 15th Street – Urban Local Street Required: 50' right-of-way, 40' pavement or 36' with a 4-foot sidewalk Provided: 60' right-of-way, 36' pavement with a 4-foot sidewalk Brown Street – Urban Local Street Required: 50' right-of-way, 40' pavement or 36' with a 4-foot sidewalk Provided: 50' right-of-way, 36' pavement with a 4-foot sidewalk			
NOTIFICATIONS:			
22 notifications mailed within 200-foot radius on November 7, 2018. Two received in support, none in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the rezoning from the Single-Family Residential (RS-1) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties.			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner and Applicant:</i> Mr. Richard J. Sepulveda, Jr.			
STAFF CONTACT:			
Jeff Fisher, AICP Senior Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			



Additional Information: In addition to site visits on October 8 and November 12, 2018, the Planning Division conducted research on all properties on West 15th Street and the south side of West 16th Street between Shelton Street and North Bryant Boulevard, a total of 76 residential lots. Most of these homes were built in the 1950s and some in the 1960s. Staff found an existing RS-2 zoned property at 611 West 15th Street which is identified as a duplex in the 2016 Polk Directory. In addition, 622 West 15th Street, 623 West 16th Street, and 713 West 16th Street each contain two residential structures - single-family dwellings and accessory apartments. In addition, two-thirds (16 of the 24 lots) along the subject block to be rezoned are vacant, and appear to have been vacant since at least 1983 when a renovation was done on 718 West 15th Street, over 35 years ago. Of the remaining lots, 11 are vacant, for a total of 27 vacant lots (36%). From this research, the Planning Division provides its findings and recommendations below.

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 subject property has a Future Land Use designation of “Neighborhood” since the City’s original 2003 Comprehensive Plan. The “Neighborhood” designation promotes “an appropriate balance of use within each neighborhood” and “neighborhood diversity and security by encouraging a mix of age, income, and housing choices within San Angelo’s neighborhoods. The Planning Division believes that a rezoning to RS-2 is appropriate for achieving these objectives. As indicated, two-thirds of the residential lots along the south side of West 15th Street appear to have remained vacant for at least 35 years, and over one-third of the lots in the surrounding area appear to have remained vacant for the same amount of time. Staff does not anticipate this situation changing. An RS-2 zoning on the subject lots would allow more diversity in housing options, opening up opportunities for future development while maintaining the residential character of the neighborhood. RS-2 will allow single-family, two-family, or single-family with an accessory apartment, consistent with the above policies.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The Planning Division sees no conflict with the Zoning Ordinance if the Rezoning to RS-2 is approved. All of the lots are 50 feet wide, 140.4 feet in depth, and are 7,020 square feet in area, in compliance with the minimum lot area of 6,500 square feet, lot width of 50 feet, and lot depth of 100 feet for the RS-2 Zoning District.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** The proposed RS-2 zoning will be compatible with the surrounding area. As indicated, 611 West 15th Street located in the same neighborhood is

Single Family Residential (RS-1)

SUBJECT PROPERTIES

Light Manufact

Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, AEX, Getmapping, Aer

4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* As mentioned, two-thirds of the lots within this block have remained vacant for several decades. The Planning Division has not seen or found any other housing requests in this area. Therefore, the Division supports the request to RS-2. The Division believes that the RS-2 zone will preserve the low density residential character of the neighborhood while more flexibility in housing options.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* The Planning Division does not anticipate any negative effects on the natural environment. A review of grading, drainage, and stormwater would take place at the permit stage for any development on these lots.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The Planning Division believes there is a community need for the proposed rezoning to RS-2. As indicated, the applicant for 606 Rust Street plans to erect a single-detached dwelling on this property in future, with a possible affordable housing tax credit. Given that the 0.35-mile surrounding area is fully occupied with residential housing and zoned accordingly, the Planning Division believes there is a community need for more housing in this location.
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.* There are no anticipated changes to existing development patterns. The existing lots were previously platted and meet the minimum lot dimensions for RS-2 zoning. West 15th Street is a local urban street which connects to North Bryant Boulevard and commercial amenities.

Planning Commission Recommendation:

On November 19, 2018, the Planning Commission recommended **APPROVAL** of the proposed Rezoning from the Single-Family (RS-1) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties. The following is the complete excerpt of the draft minutes from the November 19, 2018, meeting for this case:

Public hearing and consideration of a request for approval of a Rezoning from the Single-Family Residential (RS-1) Zoning District to the Two-Family Residential (RS-2) Zoning District, located at 701-721 West 15th Street.

Jeff Fisher, Senior Planner, presented the rezoning request. He explained that the owner of 711 West 15th Street wanted to rezone this property from RS-1 to RS-2 and Planning Staff has brought forward a city-initiated rezoning for the remainder of this block for RS-2 zoning as well. He explained that there is an existing RS-2 lot further east on West 15th Street as well as several properties in the area with two residential structures.

Mr. Fisher outlined Staff's rationale to approve the Rezoning on the grounds that the RS-2 zoning would be consistent with the "Neighborhood" Comprehensive Plan designation; that all the lots comply with the RS-2 zoning standards; that the RS-2 zone would maintain the low density character of the area; that two-thirds of the block has remained vacant for decades; and that the area acts as a transition between commercial development and zoning to the south and RS-1 zoning to the north.

Chair Stribling opened the meeting for public comment.

Mr. Rick Sepulveda, owner and applicant for 711 West 15th Street spoke in support of the request. He indicated that there were several empty lots within the block and did not believe it was cost effective to build a single-family home on the lot. He indicated that a duplex would be more feasible.

Commissioner Jackson expressed support for the proposed rezoning.

Commissioner Jackson made a Motion to recommend APPROVAL of the proposed Rezoning from the Single-Family (RS-1) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties. Commissioner Self seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** of the proposed rezoning from the Single-Family (RS-1) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Response Letters
Applicant's Response to Zoning Criteria
Application



Zoning Case

Z18-22: Sepulveda

Council District: Lucy Gonzales (SMD#4)

Neighborhood: Blackshear

Scale: 1" approx. = 100 ft

Subject Property: 701-721 W. 15th St.

Legend:

Subject Properties:

Current Zoning:

Requested Zoning:

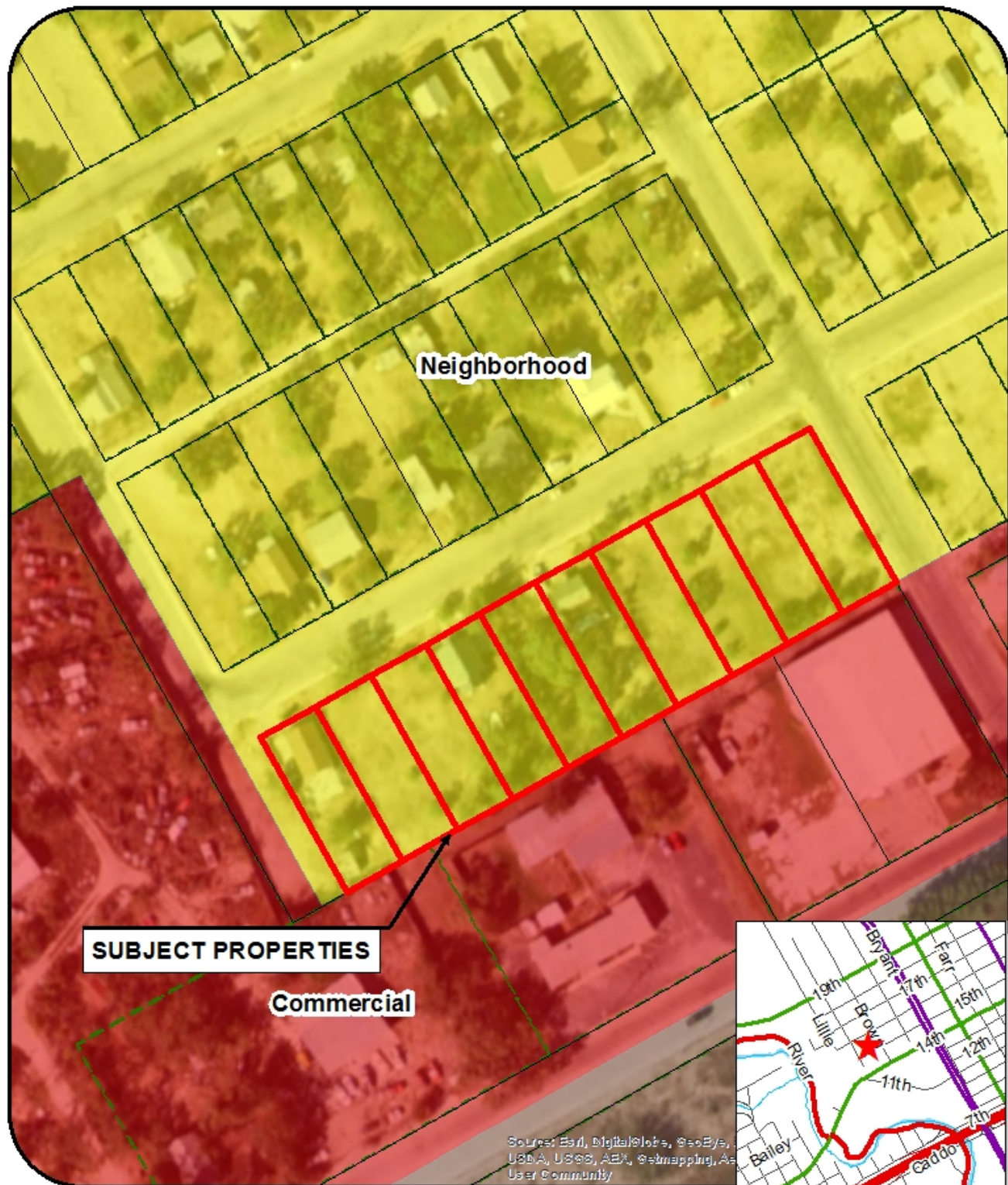
Vision:

RS-1

RS-2

Neighborhood





Zoning Case

Z18-22: Sepulveda

Council District: Lucy Gonzales (SMD#4)

Neighborhood: Blackshear

Scale: 1" approx. = 100 ft

Subject Property: 701-721 W. 15th St.

Legend:

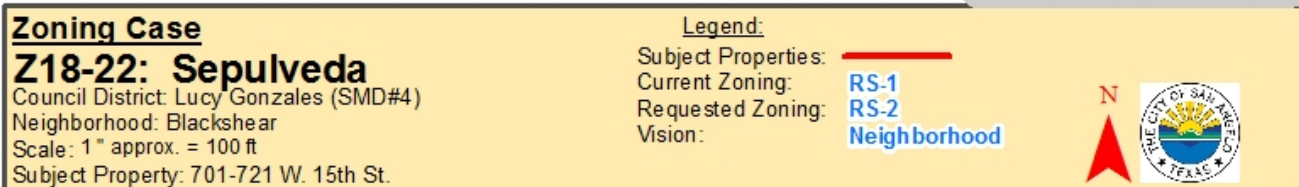
Subject Properties: —

Current Zoning: RS-1

Requested Zoning: RS-2

Vision: Neighborhood





Photos of Site and Surrounding Area

WEST



**711 WEST 15TH STREET
(SEPULVEDA REZONING)**



**LOOKING WEST AT LAND SUBJECT TO
COSA-INITIATED REZONING**



EAST



**LOOKING EAST AT LAND SUBJECT TO
COSA-INITIATED REZONING**



COMMERCIAL LAND BEHIND PROPERTIES



Staff Report – Z18-22: Sepulveda / City of San Angelo
January 8 and January 22, 2019

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

(☒)

IN FAVOR

(☐)

IN OPPOSITION

REASON(S) _____

NAME: MARVIN B. STEPHENSON

ADDRESS: 10257 Burma Loop
Carlsbad Tx 76954

SIGNATURE: Marvin B. Stephenson

Z18-22: Sepulveda /City of San Angelo
property owner number: 20

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

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

☒ IN FAVOR () IN OPPOSITION

REASON(S) We are in support of
changing the zoning RS-1 to RS-2ies

NAME:

Debra Blackwell

ADDRESS:

709 W 15th

SIGNATURE:

Annie Bell Samuel
Debra R Blackwell Kenneth Harvey

Z18-22: Sepulveda /City of San Angelo

property owner number: 16

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

Sec. 212. Amendments to Text or Official Zoning Map

G. Amendment Criteria. The wisdom of amending the text of this Zoning Ordinance or the Official Zoning Map is a matter committed to the sound legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt, adopt with modifications or deny the proposed amendment, the City Council shall at a minimum consider the following factors.

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.

Proposed amendment is compatible with COSA neighborhood plans and policies. The amendment will promote a viable neighborhood that promotes diversity at an affordable level, and provide a better transition from nearby commercial buildings. It will also provide growth of the neighborhood which has several vacant lots.

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

Amendment will not conflict with any portion of this zoning ordinance, if anything, the amendment will encourage and provide more options for future development.

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.

Many RS1 lots in this area are vacant (16 just on the West 15th block) and have not been developed for decades. Majority of the homes are smaller than average dwellings, I believe the current demographics and zoning stunt the development of this area to some extent. The amendment will encourage growth for the future by residents and investors.

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

There are no changed conditions that require an amendment.

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, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment

There will be no adverse impacts on natural environments.

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

There are 16 vacant lots on this block, a rezone to RS2 could provide this area with possible growth for the future.

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

As of right now there are no development patterns for this area. Due to demographics and surrounding homes, it makes it difficult to justify building any new SFR on vacant lots unless they are HUD homes or low income development houses. At some point within the past 10 years there was a city initiative to help provide low income families with an option to buy homes but I am not aware of any current initiatives. This amendment could provide the option for income producing units for residents and well as options for investor development making the area more desirable.

Effective January 3, 2017



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

Application for Approval of a Zone Change



Section 1: Basic Information

Name of Applicant(s): RICHARD J SEPULVEDA JR

☒ Owner ☐ Representative (Notarized Affidavit Required)

2113 ELDER PLACE	ROUND ROCK	TX	78664
Mailing Address	City	State	Zip Code
325-227-2308	MAKEAUSTINREADY@GMAIL.COM		
Contact Phone Number	Contact E-mail Address		
711 WEST 15TH	SAN ANGELO	TX	76903
Subject Property Address	City	State	Zip Code

Legal: Acres: 0.161, Lot: 6, Blk: 4, Subd: MINEOLA ANNEX

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

Existing Zoning: RS1 Proposed Zoning: RS2 Lot size: 50X150

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

Section 2: Site Specific Details

Existing Use of Property: PROPERTY IS CURRENTLY A VACANT LOT AND APPEARS TO HAVE ALWAYS BEEN VACANT

*Proposed Use of Property: DUPLEX OR SINGLE FAMILY HOME

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement
(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;

☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.

☒ If approved, a zone change is applied to the property, not the property owner.

☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.

☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.

☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.

☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.

☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Staff Report – Z18-22: Sepulveda / City of San Angelo
January 8 and January 22, 2019

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

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

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

RICHARD J SEPULVEDA JR Richard J Sepulveda Jr N/A 10-14-18
Owner Name (Print) Signature Company/Organization (If Applicable) Date

Representative Name (Print) Signature Company/Organization Date

FOR OFFICE USE ONLY:

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 10 / 14 / 2018

Case No.: Z 18 -- 22

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 663.00

Receipt #: 26020 Date paid: 10 / 16 / 18

Sign Deposit \$37.50

Receipt #: _____ Date paid: ____/____/____

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

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

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

Planning Commission hearing date: 11 / 19 / 2018 Date notifications due: ____/____/____

City Council hearing date: 12 / 18 / 2018 Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: J. Fisher Date: 10 / 14 / 2018

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: **701-721 West 15TH Street; located south of West 15th Street between Shelton Street and Brown Street; comprising 1.61 acres;** FROM SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT TO TWO-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z18-22: Sepulveda / COSA

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 Two-Family Residential (RS-2) Zoning District and,

WHEREAS, on the 8th day of January, 2019, City Council held a public hearing on Z18-22, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned TWO-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT;

The real properties generally located at 701-721 West 15TH Street; located south of West 15th Street between Shelton Street and Brown Street; being Lots 1 through 10, Block 4,

Mineola Annex; and comprising 1.61 acres; City of San Angelo, Tom Green County, Texas, shall henceforth be permanently zoned as follows: Two-Family Residential (RS-2) Zoning District.

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 (“RS-2” Boundary Map).

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 **8th day of January, 2019**, and finally PASSED, APPROVED
AND ADOPTED on this the **22nd day of January, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

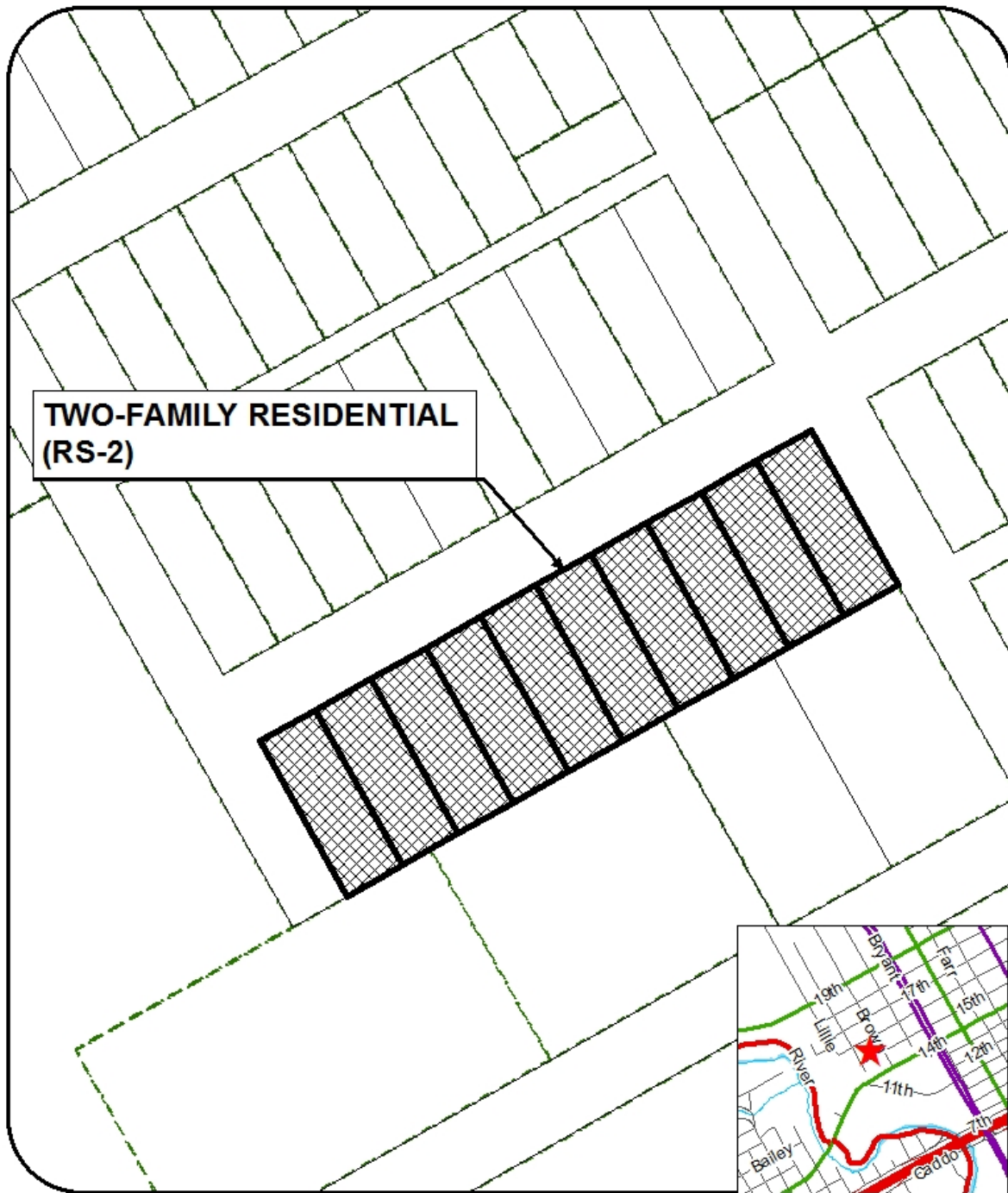
ATTEST:

APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit "A" (RS-2 Boundary Map)



Zoning Case

Z18-22: Sepulveda

Council District: Lucy Gonzales (SMD#4)

Neighborhood: Blackshear

Scale: 1" approx. = 100 ft

Subject Property: 701-721 W. 15th St.

Legend:

Subject Properties:

Current Zoning:

Requested Zoning:

Vision:

RS-1

RS-2

Neighborhood



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Mitchell Gatlin, Project Engineer, Engineering Services, 325 657-

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

Consider awarding RFB ES-03-19, 2019 Annual Sealcoat Project, to Fuquay, Inc. in the amount of \$3,656,081.43 and authorizing the City Manager to execute any related documents (Presentation made by City Engineer Russell Pehl)

Summary/History:

Seal Coat services are performed on an annual basis as a preventative maintenance procedure for city streets. Seal Coat is one component of a comprehensive street maintenance plan that provides the sealing of cracks and fissures in the pavement to alleviate water penetration and eventual failure of the base material through the application of a thin layer of liquid asphalt overlaid with a layer of coated rock.

City Council priorities set in 2014 established a comprehensive street maintenance schedule that meets an eight-year rotation as its Number Two priority. The 2019 Seal Coat service will be another step toward this goal.

Fuquay, Inc. has not previously been contracted to perform Seal Coat services for the City of San Angelo, but have performed Seal Coat operations for municipalities such as Seminole, Big Spring, and Bryan.

Financial Impact:

Fiscal Year 2019 Seal Coat services under the Operations budget. Fuquay, Inc. base bid total is \$3,656,081.43.

Other Information/Recommendation:

Staff recommends authorizing City Staff to negotiate and execute a contract with Fuquay, Inc. to provide Seal Coat services.

Attachments:

- | | | |
|----|---|---|
| 1. | ES-03-19 Sealcoat Bid Tab - SAC Breakdown | ES-03-19 Sealcoat Bid Tab - SAC Breakdown.pdf |
|----|---|---|

Presentation:

Russell Pehl

Approvals/Reviews:

Mitchell Gatlin	Created/Initiated
Russell Pehl	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Julia Antilley

Approved
Final Approval



CITY OF SAN ANGELO
RFB ES-03-19 2019 SEALCOAT PROJECT
DECEMBER 11, 2018 AT 2:00PM

Ronald Wagner							Fuquay	
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	0500 6001	MOBILIZATION	LS	1	\$ 667,000.00	\$ 667,000.00	\$ 175,000.00	\$ 175,000.00
2A	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	12,332	\$ 82.64	\$ 1,019,106.71	\$ 99.00	\$ 1,220,856.30
2B	0316 6126	AGGR(TY-PB GR-4 SAC-B)	CY	12,332	\$ 78.95	\$ 973,611.40	\$ 95.40	\$ 1,176,472.80
3	0316 6048	ASPH (AC-20-5TR)	GAL	542,603	\$ 3.06	\$ 1,660,364.57	\$ 3.40	\$ 1,844,849.52
4	0666 6006	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	5,990	\$ 0.60	\$ 3,594.00	\$ 0.52	\$ 3,114.80
5	667 6006	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	3,336	\$ 0.60	\$ 2,001.60	\$ 0.84	\$ 2,802.24
6	0666 6027	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	2,857	\$ 1.20	\$ 3,428.40	\$ 1.15	\$ 3,285.55
7	0666 6078	REFL PAV MRK TY I (W)(WORD 'ONLY')(100MIL)	EA	20	\$ 400.00	\$ 8,000.00	\$ 200.00	\$ 4,000.00
8	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	5,676	\$ 0.60	\$ 3,405.60	\$ 0.52	\$ 2,951.52
9	0666 6123	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	33,575	\$ 0.60	\$ 20,145.00	\$ 0.52	\$ 17,459.00
10	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	969	\$ 6.00	\$ 5,814.00	\$ 6.00	\$ 5,814.00
11	0666 6045	REFL PAV MRK TY I (W) 18" (SLD) (100MIL)	LF	165	\$ 10.00	\$ 1,650.00	\$ 12.00	\$ 1,980.00
12	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	989	\$ 12.00	\$ 11,868.00	\$ 9.25	\$ 9,148.25
13	0666 6147	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	41	\$ 12.00	\$ 492.00	\$ 9.25	\$ 379.25
14	666 6105	REFL PAV MRK TY I (W) (BIKE SYMBOL) (100 MIL)	EA	5	\$ 360.00	\$ 1,800.00	\$ 200.00	\$ 1,000.00
15	0666 6105	REFL PAV MRK TY I (W) (BIKE ARROW) (100MIL)	EA	5	\$ 200.00	\$ 1,000.00	\$ 150.00	\$ 750.00
16	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	13	\$ 250.00	\$ 3,250.00	\$ 200.00	\$ 2,600.00
17	0667 6057	REFL PAV MRK TY I (W) (DBL ARROW) (100MIL)	EA	4	\$ 300.00	\$ 1,200.00	\$ 215.00	\$ 860.00
18	0666 6093	REFL PAV MRK TY I (W) (RR XING) (100MIL)	EA	8	\$ 500.00	\$ 4,000.00	\$ 650.00	\$ 5,200.00
19	0672 6007	REFL PAV MRKR TY I-C	EA	1,100	\$ 3.00	\$ 3,300.00	\$ 5.00	\$ 5,500.00
20	0672 6013	REFL PAV MRKR TY II-A-A	EA	1,400	\$ 3.00	\$ 4,200.00	\$ 5.00	\$ 7,000.00
21	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3	\$ 2,000.00	\$ 6,000.00	\$ 7,500.00	\$ 22,500.00
22	N/A	TOWING	EA	10	\$ 250.00	\$ 2,500.00	\$ 150.00	\$ 1,500.00
SUBTOTAL:						\$ 4,407,731.28		\$ 4,515,023.23
CONTINGENCY:						\$ 317,531.00		\$ 317,531.00
OVERALL TOTAL:						\$ 4,725,262.28		\$ 4,832,554.23
SAC-A ONLY TOTAL						\$ 3,751,650.88		\$ 3,656,081.43
SAC-B ONLY TOTAL						\$ 3,706,155.57		\$ 3,611,697.93

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

Discussion and approval of:

1. 2018 Bylaws for the newly activated Keep San Angelo Beautiful (KSAB) non-profit organization
2. Appointment of City Council Member representative (Presentation made by Neighborhood & Family Services Director Bob Salas)

Summary/History:

Keep San Angelo Beautiful (KSAB) was granted a Certificate of Formation, Nonprofit Corporation and successfully filed with the Office of the Secretary of State (file # 803102834) on August 21, 2018, with the initial registered agent being Daniel Valenzuela, City Manager, and the three initial directors being Robert Salas, Harry Thomas, and Joe Spano.

An interim board met on September 26, 2018, to review and approve the draft bylaws for submission to City Council for its approval. The bylaws outline key articles that will guide KSAB operations and include:

- Six members of the City Council shall appoint one Director to the Board
- The remaining City Council member shall serve as the seventh member of the board
- City Manager of appointee and the City Attorney shall serve as advisory members to the Board without voting privileges. Other advisory members may be appointed as needed
- A KSAB Coordinator shall be appointed as soon as practicable by the Corporation

In order for KSAB to become active and viable, staff is recommending a partnership between KSAB and the City which may include start-up funds to help cover admin costs until KSAB becomes independent. We anticipate financial support for at least three years. After that time, staff will reassess KSAB's financial status and provide additional recommendations for Council to consider.

Financial Impact:

Potential for financial support for up to \$60K as start-up funds from sources identified by Operations.

Other Information/Recommendation:

Attachments:

1. Bylaws DRAFT Bylaws DRAFT.docx

Presentation:

Bob Salas

Approvals/Reviews:

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

**BYLAWS OF
KEEP SAN ANGELO BEAUTIFUL**

ARTICLE I. OFFICES

A. Registered Office and Registered Agent

The Corporation shall have and shall continuously maintain in the State of Texas a registered office, which is located at 72 W. College Avenue, San Angelo, TX 76903. The Corporation shall also have and continuously maintain a registered agent whose address will be that of the registered office. The registered agent's name is Daniel Valenzuela. The Board of Directors may, from time to time, change the registered agent and/or the address of the registered office provided that such change complies with the Texas Business Corporation Act and is appropriately reflected in these Bylaws and in the Articles of Incorporation.

B. Principal Office

The principal office of the Corporation in the State of Texas shall be located in the City of San Angelo, Tom Green County Texas, and it may be, but need not be, identical with the registered office of the Corporation.

ARTICLE II. PURPOSE

The purpose for which the Corporation is organized is to promote civic, cultural and educational awareness through informed and active participation of citizens in making San Angelo a cleaner, safer, and more attractive place to visit, live, work, and play.

ARTICLE III. NO STOCK AND NO STOCKHOLDERS

The Corporation shall have no capital stock and no stockholders.

ARTICLE IV. BOARD OF DIRECTORS

A. Responsibility of Board of Directors

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors, subject to the Texas Non-Profit Corporation Act, the Articles of Incorporation, and these Bylaws. The Board of Directors shall have full charge of the property and business of the Corporation, with full power and authority to manage and to conduct the same.

The Board of Directors may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and agents of the Corporation to transact the general business or any special business of the Corporation.

The Board of Directors will be responsible for making an annual report to the City of San Angelo City Council of the year's activities.

B. Director Eligibility

Persons eligible for appointment to the Board of Directors shall either live or work within the city of San Angelo

C. Number of Directors

The Board of Directors shall be composed of seven (7) members, at least four (4) of whom shall be a resident of the City of San Angelo.

D. Attendance

All Directors must not miss more than three (3) meetings held in any fiscal year whether regular, special or emergency.

E. Term of Office

Terms of office for Directors begin October 1. Six members of the City of San Angelo City Council shall appoint one Director to the Board. All appointments shall be approved by the City Council of San Angelo, Texas. The remaining City Council member shall not have an appointee but shall serve as the seventh member of the Board. The appointment of the City Council member to the Board shall be approved by City Council. Appointments shall be made in September for terms beginning

October 1 and Directors shall hold their office for a term of three (3) years or until their successors are appointed.

The initial board of directors shall serve staggered initial terms as follows:

- Appointee of Council District 1, 2 and the Mayor shall serve a 1-year term beginning October 1, 2018.
- Appointee of Council Districts 4, 5, and 6 shall serve a 2-year term beginning October 1, 2018.
- Council member from District 3 shall serve a 3-year term beginning October 3, 2018.

F. Vacancies and Removal of Directors

Upon the death, resignation, removal, or vacancy of office of any of the Directors, the respective council person or mayor shall nominate and appoint a successor Director, who shall hold office for the unexpired term of the Director he or she is appointed to succeed. If the best interests of the Corporation, requires the removal of any Director, removal of such Director shall be effected by majority vote of the City Council of the City of San Angelo, Texas. Failure to meet the attendance requirements may lead to removal if it is in the best interest of Keep San Angelo Beautiful and the City of San Angelo.

G. Advisory Members

The City Manager or designee and the City Attorney shall serve as advisory members to the Board without voting privileges. Advisory members shall act only in an advisory capacity to the Corporation. The President may appoint other advisory members as necessary.

H. Community Partners

The President may appoint members of the Community who are not City of San Angelo employees to act as Community Partners to Keep San Angelo Beautiful. Community Partners shall act as advisory members to the Board without voting privileges.

I. Regular Meetings, Notice and Quorum

Regular meetings of the Directors shall be held on the first Wednesday of each month or as directed by the President and shall be held at such place as the President may determine. A majority of the appointed Board of Directors shall constitute a quorum.

There shall be a regular annual meeting of the Board of Directors during the Month of August to elect a President, President-Elect, Secretary and Treasurer. It will be the responsibility of these

officers to present the annual budget and program of work for approval no later than the September regularly scheduled Board meeting.

J. Special Meetings

Special meetings of the Directors may be called by the President upon at least 24 hours notice, stating the purpose or purposes thereof, or such special meeting may be held at any time by request of at least three (3) of the Directors, giving at least 24 hours notice.

K. No Compensation

No salary or compensation of any kind shall be paid to any Director on the Board, except for actual expenses upon proof and approval of the Board of Directors.

ARTICLE V. OFFICERS

A. Composition of Officers

The officers of the Corporation shall be elected by the Directors and shall consist of a President, a President Elect, a Secretary and a Treasurer. Only Directors are eligible to hold an office.

B. Election of Officers

The Officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Vacancies shall be filled at any meeting of the Board of Directors and any person who fills a vacancy shall serve until the next election of officers. Each officer shall hold office until his or her successor has been elected and qualifies, or until the death, resignation, or removal of the officer.

C. Removal of Officers

Any officer elected or appointed by the Board of Directors may be removed at any time for any reason by the affirmative vote of a majority of the whole Board of Directors.

D. President

The President shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall supervise and control the business and affairs of the Corporation. The President shall preside at all meetings of the Board of Directors. The President shall see that all orders and resolutions of the Board are carried into effect, and shall perform all other duties that usually pertain to the office or are delegated to him by the Board of Directors.

E. President-Elect

In the absence of the President or in the event of the President's inability or refusal to act, the President Elect shall perform the duties of the President and, as such, the President-Elect shall have all the powers of, and be subject to all the restrictions upon, the President. The President Elect shall also have such powers and shall perform such other duties as may be assigned by the President or by the Board of Directors.

F, Secretary

The Secretary is responsible for keeping records of the proceedings of the Board of Directors, including the minutes of all meetings of the Board of Directors and shall perform all duties that usually pertain to the office of Secretary or which are delegated by the Board of Directors or by the President. The Secretary shall also be the custodian of the records authenticate the execution of all duly authorized documents through the placement of the official seal of the Corporation on the documents.

G. Treasurer

The Treasurer is responsible for seeing that regular books, records and books of account of the Corporation are kept, including using a bookkeeping service if approved by the Board, and shall deposit all monies and other valuable effects of the Corporation in a depository selected by the Directors, make such financial reports as directed by either the Board of Directors or the President, maintain the board credit card, if any, (said use will require prior board approval and shall be reported in the financial report at the monthly Board of Directors meeting), sign checks of the Corporation (said checks shall also be signed by either the President or the President Elect), render to the President and Directors at the regular meetings of the Board of Directors or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform all other duties as may be prescribed by the Board of Directors or by the President.

H. Salary of Officers

The officers and agents of the Corporation shall not receive any salary for their service to the Corporation.

ARTICLE VI. FINANCIAL ADMINISTRATION

A. Fiscal Year

The fiscal year of the Corporation shall begin on the 1st day of October and end on the 30th day of September each year.

B. Operating Funds

No profit shall ever be realized by any person in the operation of this corporation. The Corporation will have the power to raise money, charge for memberships, accept gifts and donations, apply for and receive grants, and otherwise generate revenue for its expenses.

The funds that are raised will be used to carry out the charitable and educational purposes of the organization. Any funds of the Corporation which are not required immediately for the ongoing activities of the Corporation may be invested by the Board of Directors.

C. Entering into Contracts

The Board of Directors may authorize any officer(s) or agent(s) to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or may be confined to specific instances.

D. Annual Budget

An annual budget shall be submitted to the Board of Directors for approval no later than September's regularly scheduled Board meeting.

E. Annual Audit

The Board of Directors shall provide for an annual outside financial audit as required by statute.

ARTICLE VII. COMMITTEES

The President may form any committee deemed necessary to carry on the business of the Corporation. The Committee Chair shall be nominated by the President and approved by the Board of Directors. All committees shall serve the objectives of the Organization.

ARTICLE VIII. EXECUTIVE DIRECTOR

A KSAB Coordinator shall as soon as practical be employed by the Corporation. The Executive Director shall be responsible for the day-to-day operations of the Organization. The Executive Director shall have charge of the business, property, and general programs, of the Organization, including the maintenance of records of the Board of Directors, maintenance of the financial reports, and minutes as recorded by the Secretary and approved by the Board of Directors. The Executive Director shall give or cause to be given all notices required by law or by these Bylaws or any other statute, ordinance, or regulation.

ARTICLE IX. AMENDMENTS TO BYLAWS

These Bylaws shall be adopted by the Board of Directors of said Corporation and approved by the City of San Angelo City Council. The power to alter, amend, or repeal the Bylaws or to adopt new Bylaws is vested in the Board of Directors, with ratification by the City of San Angelo City Council. Any alteration, amendment or repeal requires at least five (5) members of the Board of Directors to vote in favor of such alteration, amendment or repeal in a meeting called for that purpose. Furthermore, any alteration, amendment or repeal shall not become effective nor have any force or effect whatsoever unless and until same has been approved by a written resolution passed by the City Council of San Angelo, Texas.

ARTICLE X. INDEMNITY

The Board of Directors shall authorize the Corporation to pay or reimburse any current or former Director or Officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonably incurred by such person in any action, suit, or proceeding to which he is made a party by reason of holding such position as Officer or Director; provided, however, that such Officer or Director shall not receive such indemnification if he/she is finally adjudicated in such instance to be liable for negligence or misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board of Directors may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

ARTICLE XI. MISCELLANEOUS

A. Miscellaneous

The Board of Directors shall provide a Corporate Seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation, substantially as follows: Keep San Angelo Beautiful, Inc., San Angelo, Texas.

B. Table of Contents and Headings

The Table of Contents and Headings used in these Bylaws have been inserted for convenience only and do not constitute matter to be used in construing or interpreting them.

C. Construction

Whenever the context so requires, the use of a masculine pronoun shall include the feminine, and singular shall include plural and conversely.

If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:

- (a) The remainder of these Bylaws shall be considered valid and operative, and
- (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative, in so far as not prohibited by law.

D. Relation to Articles of Incorporation

These Bylaws are subject to and are governed by the Articles of Incorporation of Keep San Angelo Beautiful, Inc.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of Keep San Angelo Beautiful, Inc. and that such Bylaws were duly adopted by the Board of Directors of said Corporation on _____ and the San Angelo City Council on _____.

ATTEST:

_____, Secretary of the Corporation

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Theresa James, City Attorney, Legal, X1413

Meeting Date: January 8, 2019

Item type: Consent Item

Caption:

Consider approving an amendment to the Interlocal Cooperation Agreement with the Concho Valley Transit District that provides for City funding for up to three bus shelters annually and authorizing the City Manager to execute all related documents (Presentation made by City Attorney Theresa James)

Summary/History:

The City of San Angelo has an interlocal cooperation agreement with Concho Valley Transit District (CVTD) that defines the responsibilities of the parties for the provision of Transit Services to the community. Under this amendment, the City of San Angelo will agree to reimburse CVTD for the costs related to the installation of no more than three bus shelters annually.

Financial Impact:

The cost for three shelters is approximately \$24,000 per year.

Other Information/Recommendation:

Attachments:

1. 18-725 CVTD interlocal amendment bus shelters final 18-725 CVTD interlocal amendment bus shelters final.docx
2. 18-725 Amendment to Interlocal 18-725 Amendment to Interlocal.docx

Presentation:

Approvals/Reviews:

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

Exhibit A

Section 6.02 – Bus Stop Locations and Signs. City agrees to continue providing bus sign services to CVTD at same rate of labor, equipment, and materials City is paying at the time the sign is produced. This provision supercedes any prior agreements between City and CVTD related to the production of signs.

(a) CVTD shall reimburse City for the costs incurred by it in supplying, printing, and installing the bus stop signs including materials, equipment, and labor (Costs). Reimbursement shall be made within thirty (30) days of City submitting a written invoice of costs to CVTD.

(b) CVTD shall supply City with instructions, samples, and/or design templates as necessary for City's use in printing the signs.

(c) If CVTD will be preparing, drafting, displaying, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then CVTD must: Obtain all necessary licenses, authorizations, and approvals related to its use; include COSA in any approval, authorization, or license related to its use; and, to the extent permitted by law, indemnify and hold harmless COSA related to CVTD's alleged infringement or otherwise improper or unauthorized use. Accordingly, to the extent permitted by law, CVTD must protect, indemnify, and hold harmless COSA from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of COSA, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by CVTD of any of its activities or obligations under this Agreement.

(d) The parties agree that CVTD shall have sole discretion in determining the exact location of bus stops and City will have sole discretion in determining the exact location of related signage.

(e) CVTD agrees that at any time City shall desire the use of its right(s) of way and/or easement(s) in such a manner as would, in City's reasonable opinion, be interfered with by a bus stop and related signage, City shall be entitled, at CVTD's sole expense, and after thirty (30) days written notice to CVTD, make such changes to the bus stop and/or signage as in the sole discretion of City may be necessary to avoid interference with City's use of its right(s) of way and/or easement(s), including, without limitation, the relocation of the existing or the installation of a new bus stop and related signage.

(f) It shall be the responsibility of CVTD to notify City of bus stop signs that require repair, maintenance, or replacement. CVTD agrees to reimburse City for the costs incurred by it in repairing, maintaining, or replacing signage. Such reimbursement shall be made within thirty (30) days of City submitting a written invoice of costs to CVTD.

(g) City shall supply such signage as requested by CVTD, and agreed to between the parties.

(h) City shall print all signs, first in accordance with standards in the Manual of Uniform Traffic Control Devices, and secondly in accordance with instructions, samples, and/or design templates provided by CVTD. CVTD shall not be responsible for payment of signs not conforming to such standards, instructions, samples, and/or design templates.

(i) During the term of this Agreement City shall be responsible for the repair, maintenance, and replacement of damaged bus stop signs.

(j) At the expiration or termination of this Agreement, City shall remove all bus stop signage and return the same to CVTD, at the sole cost and expense of CVTD. CVTD shall reimburse City for the reasonable costs of removal of signage within thirty (30) days of City submitting a written invoice of costs to CVTD.

(k) City agrees that upon CVTD's payment and acceptance of signs supplied by City, such signs shall be owned by CVTD, and shall remain the property of CVTD at the expiration or termination of this Agreement.

(l) City shall compile and maintain such documentation as required by CVTD which shall be provided to CVTD to support federal and state funding eligibility and City requests for reimbursements. CVTD shall cooperate with City in the compiling of such documentation.

Section 6.03 – Bus Shelters. CVTD will, as appropriate, arrange the installation of bus shelters along CVTD's local fixed routes at bus stops selected by CVTD. City agrees to provide no less than three bus shelters annually for the utilization of CVTD's local fixed route bus service.

- a) City shall reimburse CVTD for the costs incurred by CVTD in selecting, manufacturing, and installing three agreed bus shelters including materials, equipment, and labor (costs)
- b) Prior to installation, CVTD shall supply City with location selections and depictions of all City funded bus shelters.
- c) CVTD will obtain all necessary licenses, authorizations, and approvals related to the installation of bus shelters and inform COSA of any approval, authorization, or license related to the shelters.
- d) *Indemnification for Shelters.* To the extent permitted by law, CVTD will indemnify and hold harmless COSA for all acts related to CVTD's alleged improper or unauthorized use or installation of bus shelters described under this Section. Accordingly, to the extent permitted by law, CVTD shall protect, indemnify, and hold harmless COSA from and against liabilities, actions, damages, claims, demands, judgements, losses, costs, expenses, suits, or actions, and attorney's fees and the costs of the defense of COSA, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use/installment, or conversion of any license, manufacturing

contract, or other related property interest in connection with, or as a result of, this Section.

- e) CVTD agrees that City shall have sole discretion in determining the exact location of all bus shelters located in the City right of way at CVTD designated bus stops.
- f) CVTD shall install and maintain bus shelters within the regulation of the operational governing bodies including, but not limited to, ADA regulations, FTA Part C 4710.1 Chapter 3 – Transportation Facilities as well as Section 810 and 209.2.3 of the DOT Standards for the construction, alteration, or relocation of bus stops. CVTD shall be responsible for payments resulting from bus shelters not conforming to such standards, previous instructions, samples, and/or design templates.
- g) City agrees that at any time after installation of a bus shelter the City shall desire the use of its right(s) of way and/or easement(s) in such a manner as would, in City's reasonable opinion, be interfered with by the bus shelter, City shall, at City's sole expense, and after thirty (30) days written notice to CVTD, make such changes to the bus shelter that, in the sole discretion of City, may be necessary to avoid interference with City's use of its right(s) of way and/or easement(s), including, without limitation, the relocation of the existing or the installation of a new replacement bus shelter.
- h) It shall be the responsibility of CVTD to notify City of City funded bus shelters that require repair, maintenance, or replacement. City agrees to reimburse CVTD for the costs incurred by it in repairing, maintaining, or replacing City funded shelters. Such reimbursement shall be made within thirty (30) days of CVTD submitting a written invoice of costs to City.
- i) CVTD agrees that upon City's payment and installation of bus shelters supplied by City under this Agreement, such shelters shall be owned by City, and shall remain the property of City at the expiration or termination of this Agreement.
- j) At the expiration or termination of this Agreement, City shall remove all City funded bus shelters at the sole cost and expense of City.
- k) City shall compile and maintain such documentation as required by CVTD which shall be provided to CVTD to support federal and state funding eligibility and City requests for reimbursements in cases of noncompliance with regards to modifications to meet previous building regulations. CVTD shall cooperate with the City in the compiling of such documentation.

**AMENDMENT ONE TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
CITY OF SAN ANGELO AND CONCHO VALLEY TRANSIT DISTRICT**

RECITALS:

WHEREAS, in September, 2016 the City of San Angelo ("COSA") and the Concho Valley Transit District ("CVTD") entered into an interlocal agreement effective September 9, 2016 ("Agreement"); and,

WHEREAS, under the Agreement the parties may agree to amendments as necessary; and

WHEREAS, the parties have agreed upon an amendments to the agreement to incorporate provisions related to the placement of bus shelters effective October 1, 2018.

NOW, THEREFORE, the parties agree as follows:

PART 1: That Section 6.02 of the Agreement is hereby amended as shown in Exhibit "A".

PART 2: That Section 6.03 is hereby added to the Agreement as shown in Exhibit "A"

PART 3: All other terms and conditions of the Agreement shall remain in full force and effect unless amended and changed by further amendment.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT TO THE INTERLOCAL AGREEMENT with CONCHO VALLEY TRANSIT DISTRICT to be executed by their respective duly authorized officials.

CITY OF SAN ANGELO

CONCHO VALLEY TRANSIT DISTRICT

Daniel Valenzuela, City Manager
Judge
Date: _____

Judge Steve Floyd, Tom Green County
Date: _____

ATTEST

ATTEST

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

Consider ratifying a resolution by the COSADC Board authorizing the president to negotiate and execute Task Order No. 3 to Professional Services Agreement, RFQ DC-02-17, with Parkhill Smith & Cooper, Inc. in a sum not to exceed \$15,000 to perform professional engineering and surveying services for revised final plat relating to Phase II and Phase II.2 of the San Angelo Business & Industrial Park, subject to approval of the City Council (Presentation made by Business Retention & Expansion Program Coordinator Bob Schneeman)

Summary/History:

The City of San Angelo Development Corporation (COSADC) issued a Request for Qualifications, RFQ No. DC-02-17, for Professional Engineering and Surveying Services with a submittal deadline of February 10, 2017, and Parkhill, Smith & Cooper, Inc. ("Provider" or "PSC") response thereto has been selected as the most qualified for the provision of Services. COSADC and PSC entered into a Professional Services Agreement, effective April 25, 2017, and Task Order No. 1 and Task Order No. 2, have been entered into pursuant to the Agreement. Task Order Number 2 was divided into two phases to meet the accelerated construction schedule for the American Electric Power (AEP) facility located on 52 acres of the Phase 2 property. The first phase of design by PSC included the preparation of a subdivision plat sufficient to obtain City approval of the AEP project. As a result, a second plat is now required to dedicate the remainder of street rights of way, and easements and to delineate the remainder of the subdivision of Phase 2. This second subdivision plat was not included in the original PSC proposal, therefore Task Order No. 3, is required to provide for additional engineering and surveying professional services to prepare a final plat for Phase II of the San Angelo Business and Industrial Park. The cost of these services is proposed not to exceed \$15,000.

Financial Impact:

\$15,000 from Account number 452-900 Future Projects to Account No.452-139
Project Parkhill; Budget amendment required.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | 17-944-1_DC-02-
17_COSADC_PARKHILL_TASK_O_NO_3_RESO | 17-944-1_DC-02-
17_COSADC_PARKHILL_TASK_O_NO_3_RESO.pdf |
| 2. | 17-944-1_COSADC_PARKHILL_TASK_ORDER_NO
3_01-08-19 | 17-944-1_COSADC_PARKHILL_TASK_ORDER_NO 3_01-08-
19.pdf |

Presentation:

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE PRESIDENT TO NEGOTIATE AND EXECUTE TASK ORDER NO. 3 TO PROFESSIONAL SERVICES AGREEMENT, RFQ DC-02-17, WITH PARKHILL SMITH & COOPER, INC. IN A SUM NOT TO EXCEED \$15,000, TO PERFORM PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR REVISED FINAL PLAT RELATING TO PHASE II AND PHASE 2.2 OF THE SAN ANGELO BUSINESS & INDUSTRIAL PARK, SUBJECT TO APPROVAL OF THE CITY COUNCIL.

WHEREAS, the City of San Angelo Development Corporation (COSADC) issued a Request for Qualifications, RFQ No. DC-02-17, for Professional Engineering and Surveying Services with a submittal deadline of February 10, 2017, and PARKHILL, SMITH & COOPER, INC. (“Provider” or “PSC”) response thereto has been selected as the most qualified for the provision of Services; and,

WHEREAS, COSADC and PSC entered into a Professional Services Agreement, effective April 25, 2017, and Task Order No. 1 and Task Order No. 2, have been entered into pursuant to the Agreement; and,

WHEREAS; COSADC desires to add to the scope of work under the Agreement, Task Order No. 3, for additional engineering and surveying professional services providing for revisions to a final plat for Phase II of the San Angelo Business and Industrial Park;

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

The Board President is hereby authorized and directed to negotiate and execute on behalf of COSADC, Task Order No. 3 to the Professional Services Agreement, effective April 25, 2017, by and between COSADC and Parkhill, Smith & Cooper, Inc. and related legal documents, for professional engineering and surveying services for revisions to final plat, Phase II and Phase 2.2, San Angelo Business and Industrial Park, in a sum not to exceed FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000), subject to City Council approval.

PASSED, APPROVED, and ADOPTED on this the 19th day of December, 2018.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

ATTEST:

Todd Kolls, President

Nora Nevarez, Corporate Secretary

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Guy Andrews, Director of Economic
Development

Dan T. Saluri, Deputy City Attorney

Ratified by City Council this 8th day of January, 2019.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, Interim City Clerk



TASK ORDER No. 3

RFQ NO.: RFQ No. DC-02-17

Effective Date of Master Contract: April 25, 2017

Effective Date of this Task Order No. 3: January 8, 2019

Contractor: PARKHILL, SMITH & COOPER, INC.
Attention: Eric L. West, PE, F.NSPE
1700 W. Wall, Ste 100
Midland, Texas 79701
Phone: (432) 697-1447

Approving Director: Guy Andrews. Director of Economic Development

Task Order Scope of Work (Include references to attachments): RFQ DC-02-17, SCOPE OF SERVICES, and scope of work prepared by PARKHILL, SMITH & COOPER, INC., dated December 5, 2018, attached hereto as **Exhibit "A"**, and made a part of this Task Order No. 3 for all purposes.

Time of Completion: Scope of work prepared by PARKHILL, SMITH & COOPER, INC., **Exhibit "A"** attached hereto, shall be substantially completed on or before _____, 2019. 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 Contract Price: Not to exceed FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000).

Council Authorization Date (Task Orders of \$50,000 or more): January 8, 2019.

Documents Incorporated Into and Made a Part of This Task Order (Attached): **Exhibit "A"** RFQ DC-02-17, SCOPE OF SERVICES, Work Order #2, prepared by PARKHILL, SMITH & COOPER, INC., dated April 25, 2017.

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 indicted on the face of this Task Order is the entire amount of the change, and no backup documentation attached hereto may reserve the Contractor's right

to increase the contract time or the cost of this change for extended overhead or general conditions or any other reason.

CONTRACTOR: PARKHILL, SMITH & COOPER, INC.

CITY OF SAN ANGELO
DEVELOPMENT CORPORATION

BY: _____

Eric West, PE, F.NSPE

EMAIL: ewest@team-psc.com

Edward Carrasco, President

DATE: December 19, 2018

ATTEST:

Nora Nevarez, Secretary

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Dan T. Saluri, Deputy City Attorney

Guy Andrews, Director of Economic Development

Date: _____, 2018

Date: _____, 2018



PARKHILLSMITH&COOPER

December 5, 2018

Mr. Robert Schneeman
Economic Development Project Manager
City of San Angelo Development Corporation
69 N. Chadbourne Street
San Angelo, Texas 76903

Re: Gateway Addition, Phase 2.2 – Revised Preliminary and Final Plat

Dear Mr. Schneeman:

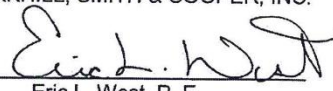
Parkhill, Smith & Cooper, Inc. (PSC) is pleased to provide this authorization letter to provide additional professional services for you. With this letter, we understand that you are authorizing PSC to proceed with the following tasks:

1. Prepare, submit, and represent revised preliminary plat indicating revisions to property lines in the vicinity of Phase 2.2, removing previous final plat of AEP site;
2. Prepare, submit, and represent final plat of right-of-ways and 4 adjacent lots;
3. Obtain and submit applications and other required documents for approval of Preliminary and Final plat;
4. Contract with local surveyor for plat approval;
5. Reimbursables expenses as shown in Exhibit "A".

The above items 1 through 4 will be invoiced at an hourly rate with a maximum not to exceed \$15,000. Hourly rates are those provided in previously approved Task Order 1, Exhibit "B-2". We further understand that we will not proceed with other tasks without written authorization from you.

Thank you for the opportunity to provide our services on this great project. We trust this letter is responsive to your request and we look forward to your approval. Should you have any questions, please do not hesitate to contact me.

Sincerely,
PARKHILL, SMITH & COOPER, INC.

By 
Eric L. West, P. E.
Firm Principal

Enclosures: Exhibit "A" – Platting Scope

Authorized signature for Client

Date

ELW/jas

\\Data1\Projects\2017\9406.17\00_ADMIN\00_CONTR\01_FINAL\01_DRAFT\Phase2-2ReplatScope.docx

Abilene Albuquerque Amarillo Arlington Austin El Paso Frisco Las Cruces Lubbock Midland team-psc.com



INFRASTRUCTURE
IMPROVEMENTS

SAN ANGELO, TEXAS

KEY POINTS

DRAFT FINAL PLAT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

Update presentation regarding the recently completed property appraisal report of property at the San Angelo Business & Industrial Park by Stribling-Probandt Appraisal, LLC (Presentation by Robert Schneeman Economic Development Project Manager)

Summary/History:

Staff has periodically obtained appraisals for property at the Industrial Park. The latest appraisal prior to the attached is dated November 2014. Staff recently requested an updated appraisal from Stribling-Probandt Appraisals, LLC. Currently, the sales price for land in Phase 1 of the Park is set at \$25,000 per acre for 5 acres or larger and \$29,000 per acre for tracts of less than 5 acres. This latest appraisal recommends a price of \$30,000 to \$40,000 for 1 to 5 acres dependent upon immediate highway access and degree of clearing required. Further, it recommends a price of \$20,000 to \$30,000 for 5.1 to 15-acre tracts. Tracts above 15 acres are not addressed in this appraisal. See attached summary.

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------|-----------------------|
| 1. | Appraisal Summary | Appraisal Summary.pdf |
|----|-------------------|-----------------------|

Presentation:

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Guy Andrews	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

Stribling-Probandt Appraisals, LLC

Real Estate Appraisers & Consultants

502 South Koenigheim, Suite 3B

San Angelo, Texas 76903

(325) 658-2773

Robert W. Stribling, MAI

Victor R. Probandt, ARA

Charmaine Smith

L. Dakota Armbruster, Trainee

December 11, 2018

C18-1020

Mr. Guy Andrews

Director of Economic Development

City of San Angelo

69 North Chadbourne Street

San Angelo, Texas 76903

RE: An appraisal of proposed various sized tracts located within the San Angelo Business and Industrial Park, San Angelo, Texas.

Dear Mr. Andrews:

We have inspected and appraised the above referenced properties. The purpose of the appraisal was to estimate the fee simple market value of the subject properties in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended user of the appraisal was our client, the City of San Angelo. The intended use of the report was to assist the City of San Angelo in making business decisions concerning the subject properties.

The Sales Comparison Approach was utilized. The appraisal report was prepared for compliance with Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). As such, it summarizes the data, reasoning, and analyses that were utilized in the Appraisal Process to develop our opinions of value. Some of the supporting documentation concerning the data, reasoning, and analyses is retained in our file.

In order to carry out this assignment, an inspection of the subject properties was made and a market study of the real estate activity in the subject area was conducted. This investigation included the collection and analysis of sales, offerings and other developments which have occurred in the subject

area in the recent past. The sources of our data included Tom Green County Official Public Records, our own data bank, other real estate brokers, and knowledgeable individuals active in the area. The specific use of this data is more fully shown in the appraisal report of which this letter is a part.

Extraordinary Assumptions - None

Hypothetical Conditions – The subject tracts are proposed. With the agreement of the client, this report invokes the hypothetical condition that the tracts range in size from 1 acre to 5.0 acres or from 5.1 acres to 15 acres, are zoned “ML” (Light Manufacturing), have asphalt paved street frontage, a concrete curb, and city utilities to the tracts. Hypothetical condition is defined by The Dictionary of Real Estate Appraisal, sixth edition, copyright 2015, page 113, as being “A condition that is presumed to be true when it is known to be false. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”

As evidenced by the sales found in this report, there appears to be some difference in price per acre between the larger tracts and the smaller tracts, distance from traffic artery, and if the tract is cleared. However, the data is not clear enough to accurately determine the difference.

1.0 Acres to 5.0 Acres

It is our opinion, subject to the Contingent and Limiting Conditions located in Appendix A and based upon the accompanying report, that the unit fee simple market value range of the subject properties, as of November 1, 2018, was:

\$30,000 - \$40,000 per Acre

Smaller tracts within 1.0 acre to 5.0 acres that are cleared and close to a traffic artery would fall in the higher side of the reported value range. Larger tracts that are not cleared and are located further away from traffic arteries would fall in the lower part of the range.

5.1 Acres to 15.0 Acres

It is our opinion, subject to the Contingent and Limiting Conditions located in Appendix A and based upon the accompanying report, that the unit fee simple market value range of the subject properties, as of November 1, 2018, was:

\$20,000 - \$30,000 per Acre

Smaller tracts within 5.1 acres to 15.0 acres that are cleared and close to a traffic artery would fall in the higher side of the reported value range. Larger tracts that are not cleared and are located further away from traffic arteries would fall in the lower part of the range.

It is our opinion a proposed tract within the San Angelo Business and Industrial Park would have an exposure time of approximately one year at the above price.

We appreciate the opportunity of preparing this work for you. If we may be of further assistance, please feel free to contact us.

Respectfully Submitted,
Robert W. Stribling, MAI
TX-1321617-G

L. Dakota Armbruster
TX-1340947-Trainee

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

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

Summary/History:

Sales Tax Revenue has performed as follows this fiscal year:

October - an increase of 1.98%

November - an increase of 13.63%

December - an increase of 21.88%

Year to date, revenue is approximately \$474,196 more than budgeted.

Financial Impact:

Sales Tax revenue for fiscal year 2019 is over year-to-date budget by 10.52% and \$474,196 after December 2018 receipts.

Other Information/Recommendation:

Attachments:

1. 3 December Sales Tax Report

3 December Sales Tax Report.pdf

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke

Becky Dunn

Julia Antilley

Created/Initiated

Approved

Final Approval

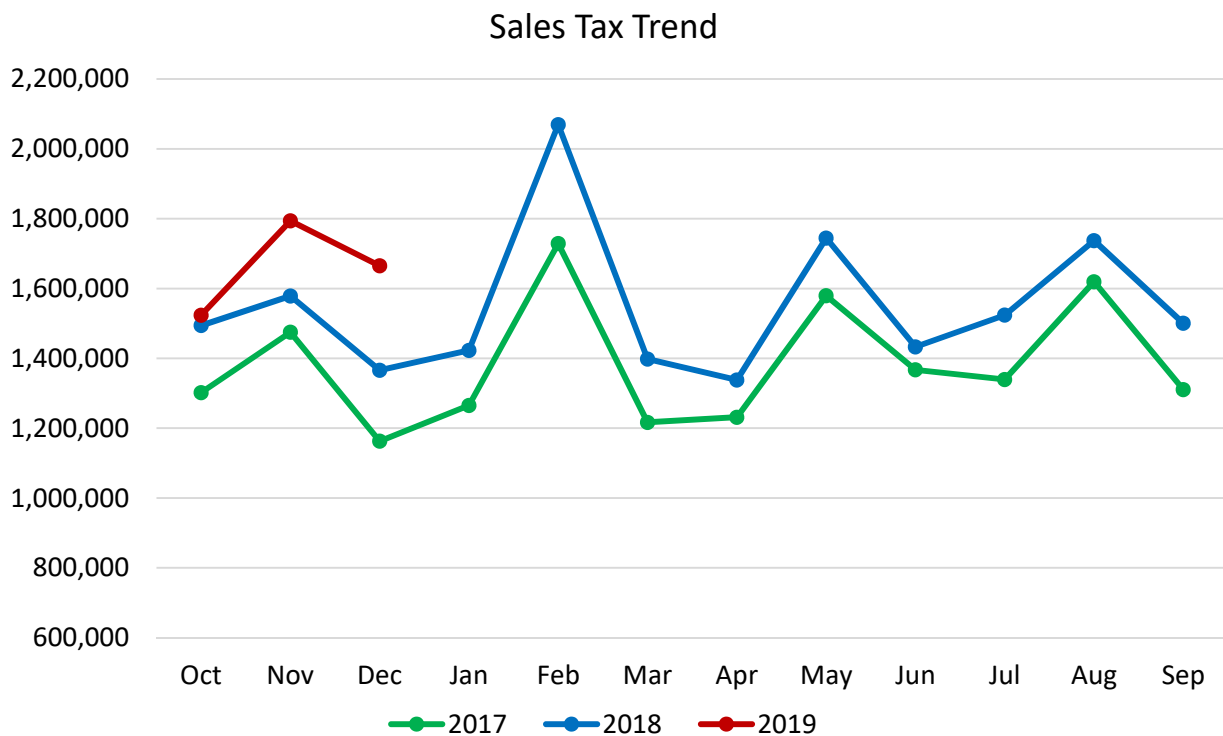
Memo

To: Mayor and Council members
Cc: Daniel Valenzuela, Michael Dane, Tina Dierschke, Ryan Gaddy
From: Kimberly Holle, Budget Manager
Date: December 21, 2018
Re: Sales Tax Collections Summary for the month ended October 31, 2018

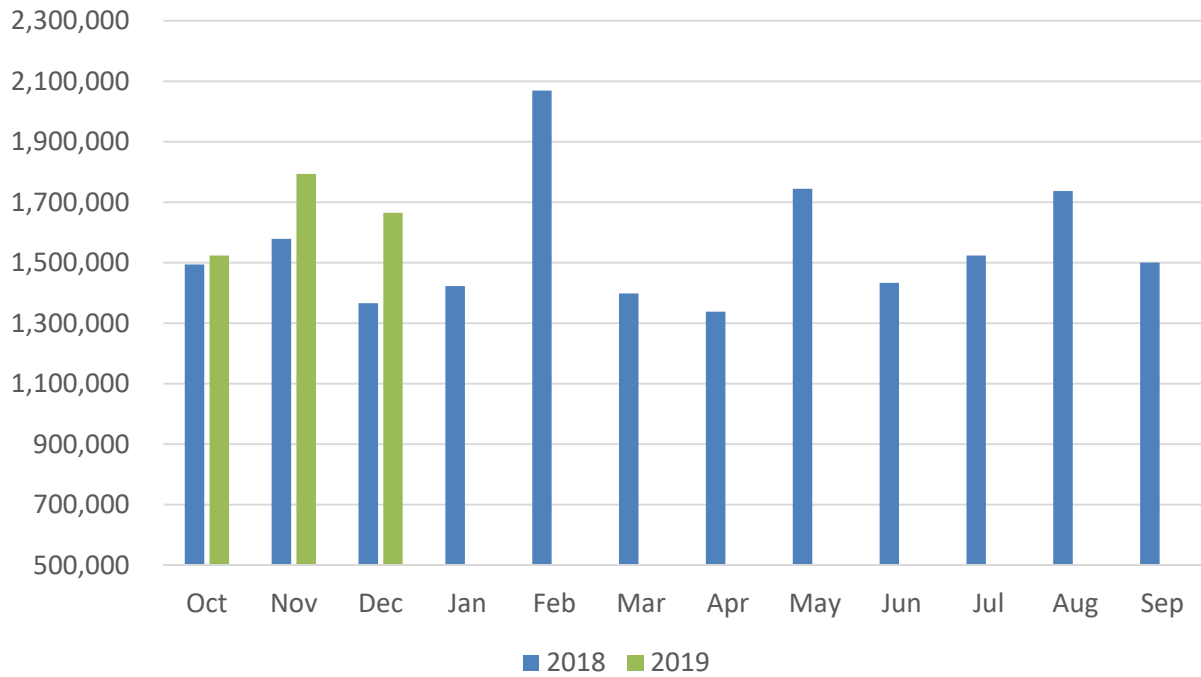
Overview: The City of San Angelo imposes a City sales tax on all retail sales, leases and rentals of most goods, as well as taxable services. The current City rate is 1.5%. The City's portion is 1% with the remaining 0.5% allotted to the City of San Angelo Development Corporation.

December 2018 Sales Tax Analysis

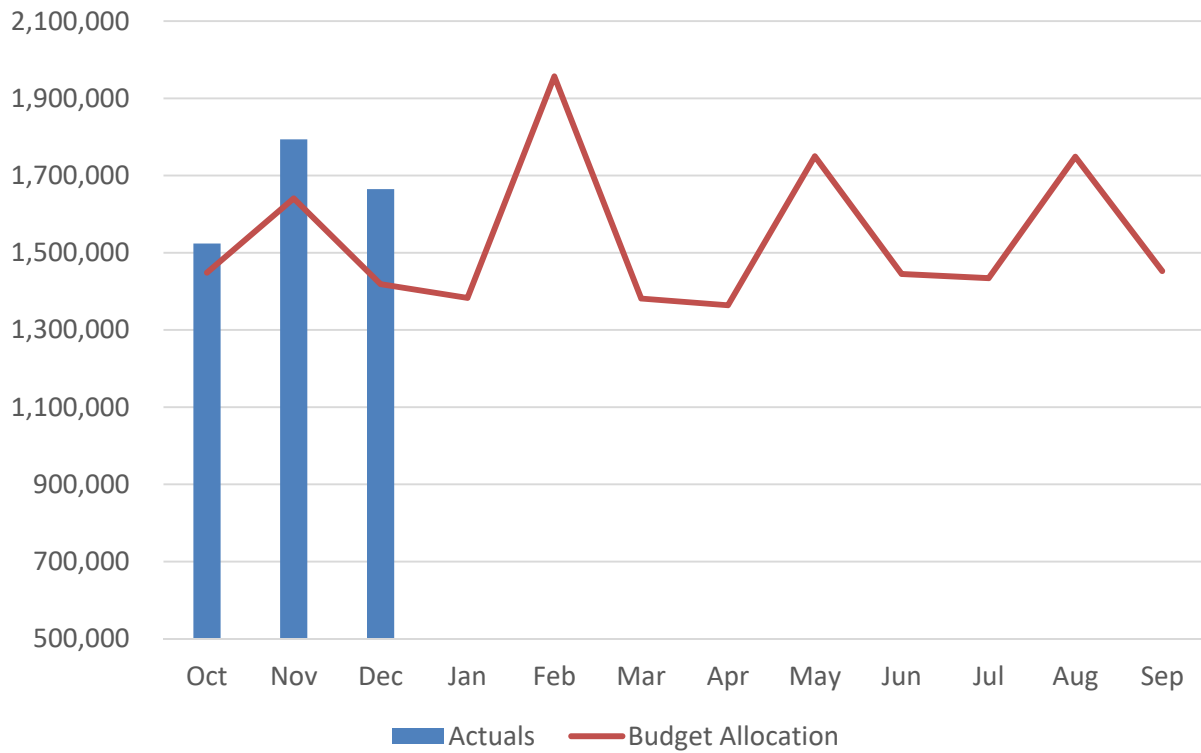
For the month, collections are up 21.88% relative to December 2017. Total sales tax revenue for fiscal year 2018-19 is over budget by \$474,196. The graphs below show total collections for the fiscal year.

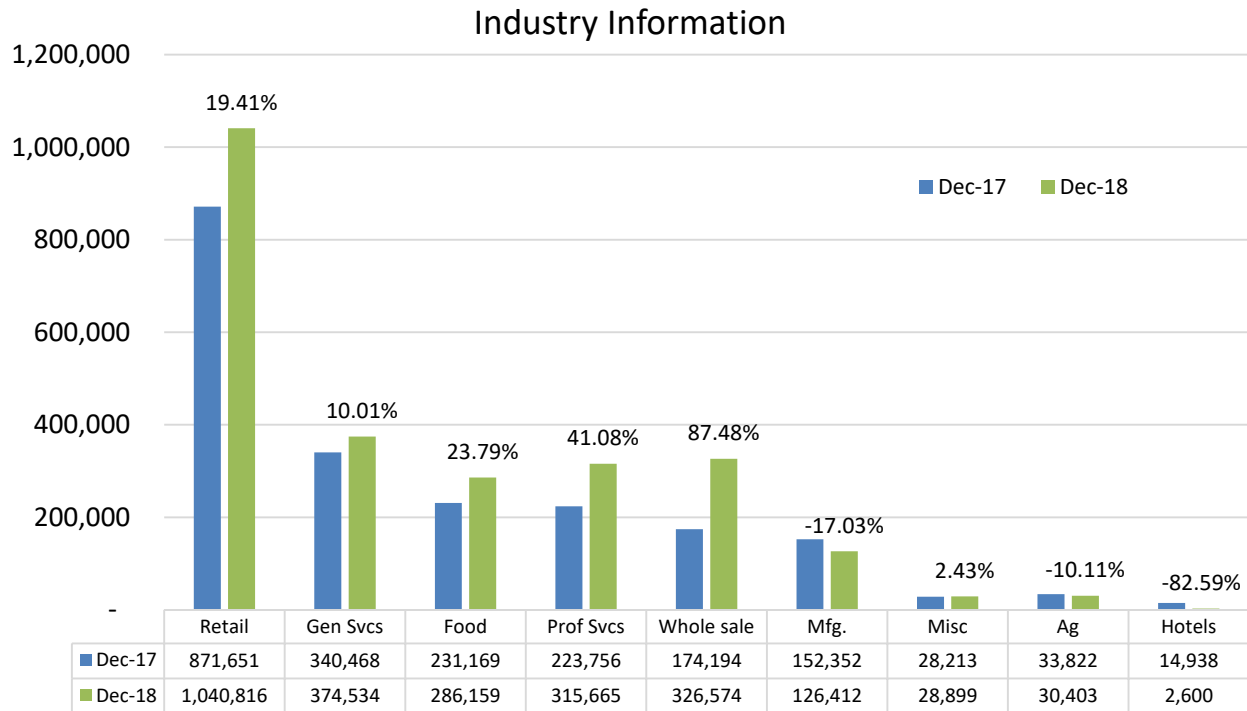


Sales Tax Current vs. Prior

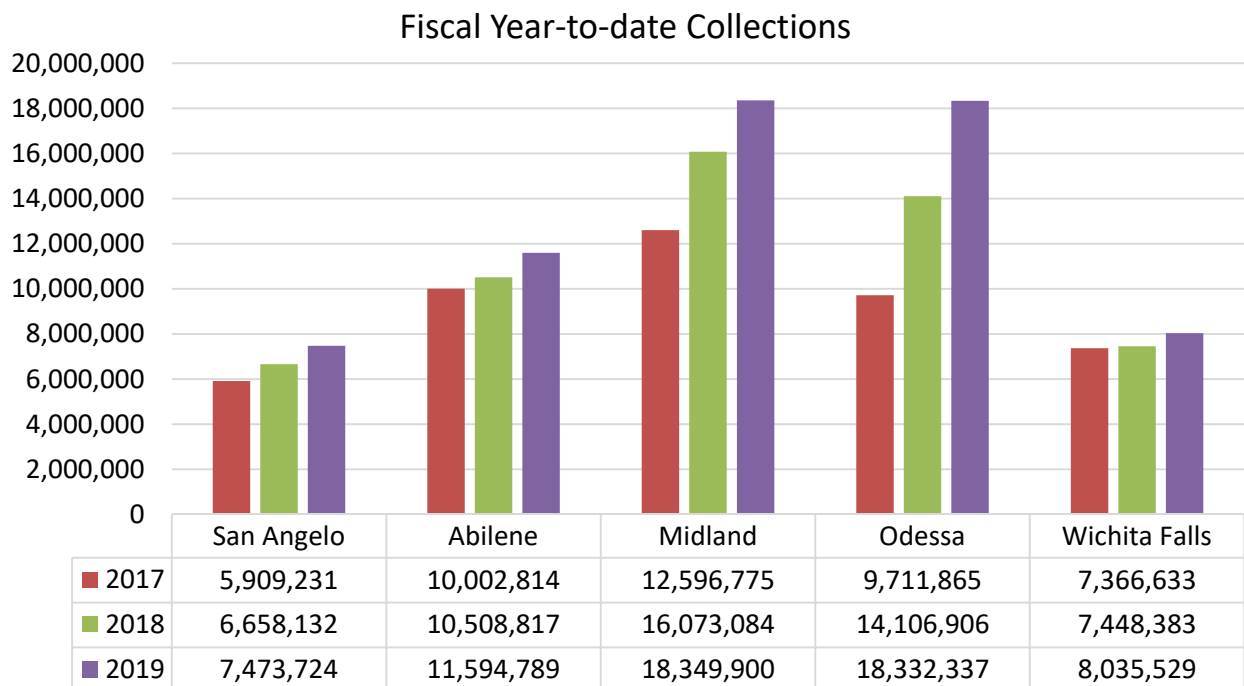


Sales Tax Budget vs. Actual





*The percentage represents the percent change year over year for that industry



* This includes collections for the City of San Angelo and the San Angelo Development Corporation.

Performance for this month relative to December 2017:

San Angelo – up 21.88%
 Abilene – up 15.29%
 Midland – up 28.59%

Odessa – up 38.31%
 Wichita Falls – up 13.80%

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: January 8, 2019

Item type: Regular Item

Caption:

First public hearing and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019, for capital items, grants, and reimbursed expenses (Presentation made by Finance Director Tina Dierschke)

Summary/History:

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

- Code Compliance Abatement Crew
- Concho Avenue Improvements funded by Texas Department of Transportation
- Airport Business Park planning funded by City of San Angelo Development Corporation
- Airport US Customs and Border Patrol Facility funded by City of San Angelo Development Corporation
- Fort Concho acquisition of adjacent property

Financial Impact:

See Exhibit A of the ordinance.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|------------------------|----------------------------|
| 1. | Ordinance 01.22.19 | Ordinance 01.22.19.docx |
| 2. | Budget Amendment - ALL | Budget Amendment - ALL.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2018, AND ENDING SEPTEMBER 30, 2019, FOR CAPITAL
ITEMS, GRANTS, AND REIMBURSED EXPENSES.**

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 2018-2019 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 8th day of January, 2019, and APPROVED and ADOPTED on this 22nd day of January, 2019.

ATTEST:

CITY OF SAN ANGELO, TEXAS:

Julia Antilley, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

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

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General Fund	\$101,851.00	\$101,851.00	\$-
Intergovernmental Fund	\$597,977.00	\$597,977.00	\$-
Airport Fund	\$170,216.00	\$170,216.00	\$-
Fort Concho Fund	\$26,500.00	\$80,000.00	\$(53,500.00)
Total	\$896,544	\$950,044	\$(53,500)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Code Compliance abatement crew	Additional Revenue	\$101,851	\$101,851	\$-
Concho Avenue Improvements	TXDOT Advanced Funding Agreement	\$597,977	\$597,977	\$-
Airport Business Park planning	City of San Angelo Development Corporation	\$120,991	\$120,991	\$-
US Customs and Border Patrol Facility	City of San Angelo Development Corporation	\$49,225	\$49,225	\$-
Acquisition of property adjacent to Fort Concho	Fort Concho Fund Balance and Fort Concho Foundation	\$26,500	\$80,000	\$(53,500)
Total		\$896,544	\$950,044	\$(53,500)

Memo

To: Tina Dierschke, Finance Director

From: Morgan Chegvidden, Assistant Director of Neighborhood & Family Services

Date: January 2, 2019

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To fund additional abatement crew and capture marginal revenue for staff and supplies.

Source of Funding:

Marginal revenue – charges for service

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

No

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			
Reimbursed Expenses	159,937	101,851	261,788
Expenses			
Salaries & Benefits	308,570	61,000	369,569
Supplies	35,880	33,351	69,231
Capital	0	7,500	7,500

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Charles Michalewicz, Public Works Projects Administrator
Date: 01/08/19
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for grant related revenue and expense for Concho Avenue Improvements.

Source of Funding:

TXDOT Advanced Funding Agreement for Installation of Traffic Control Devices and Intersection Improvements

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

City Council passed a Resolution at the May, 1 2018 meeting.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Grant Revenue	0	597,977	597,977
Project Expenses	0	597,977	597,977
			0
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Kelena James, Business and Finance Analyst
Date: 12/21/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for Airport Business Park planning related to the Airport Master plan

Source of Funding:

City of San Angelo Development Corporation

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

City Council approved on November 6, 2018.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Transfer in from COSADC	0	120,991	120,991
			0
Special Project B: Expenses	0	120,991	120,991
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Kelena James, Business and Finance Analyst
Date: 12/21/18
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for improvements at US Customs and Border Patrol Facility

Source of Funding:

City of San Angelo Development Corporation

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

City Council approved on September 4, 2018.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Transfer in from COSADC	0	49,225	49,225
			0
Special Project C: Expenses	0	49,225	49,225
			0
			0
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From: Bob Bluthardt, Fort Concho Manager

Date: 01/02/19

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the acquisition of property adjacent to Fort Concho bounded by East Avenue A, Rust & Burgess Streets, and East Ave C (415 East Avenue A)

Source of Funding:

Fort Concho Fund Balance: \$53,500

Fort Concho Foundation: \$26,500

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

Approved at the City Council meeting of November 20, 2018. Fort Concho Foundation funding approved at its November 13, 2018 board meeting.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue from Foundation	0	26,500	26,500
			0
Capital Expenses	0	80,000	80,000
			0
			0
			0

Additional Comments: