



City Council Agenda 3/19/2019

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on March 19, 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 March 20, 2019 as Texas Small Business Development Center Day

5. Public Comment

Issues or items that are not on the Regular 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 March 5, 2019 City Council regular meeting minutes (Julia Antilley)
- b. Consider declaring a small narrow strip of land (200-sq ft) out of acre Lots 6 and 7 in Miles Addition surplus and authorizing the City Manager to execute all documents necessary to convey the surface estate to the adjacent property owner (Cindy Preas)
- c. Consider declaring a small narrow strip of land, being the remnant of Lot 5, Block 136, Angelo Heights Addition, surplus and authorizing the City Manager to execute all documents necessary to convey the surface estate to the adjacent property owner (Cindy Preas)
- d. Consider authorizing the sale of 1506 S. Concho Dr. to the current residential lot lease holder for the appraised value and authorizing the City Manager to execute all documents (\$117,939) (Cindy Preas)
- e. Consider authorizing the City Manager to accept and sign an airport ground lease at 9158 Hangar Rd. for Angelo Precision Aircraft, LLC, a Texas limited liability company, d/b/a/ Precision Aircraft Services (Jeremy Valgardson)
- f. Consider authorizing consent to an assignment of an airport jet bridge services agreement by Litlman Group, Inc. to Ameribridge, LLC (Jeremy Valgardson)
- g. Consider approving restated bylaws adopted by the Design and Historic Review Commission (Jon James)
- h. Consider approving restated bylaws adopted by the Planning Commission (Jon James)
- i. Consider approving restated bylaws adopted by the Zoning Board of Adjustment (Jon James)

- j. Consider approving restated bylaws adopted by the Construction Board of Adjustments and Appeals (Charlie Kemp)
- k. Consider a resolution approving Engineering Services Policy relating to construction work in city's right-of-way and authorizing the City Engineer to revise the policy as necessary to accomplish the purposes of the policy (Russell Pehl)
- l. Second reading and adoption of an ordinance deleting Chapter 10 "Traffic Control", Article 10.01 "General Provisions", Section 10.01.019 "Commercial Vehicles Prohibited" and restricting the operation of certain Commercial Vehicles to Designated Truck Routes within the City of San Angelo (Patrick Frerich)
- m. 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 and grants (Tina Dierschke)

7. Regular Agenda

- a. Consider a resolution supporting the Designation of an Extension of Interstate 27 as a Future Interstate in Texas (Presentation made by Mayor Brenda Gunter)
- b. First reading and public hearing of an ordinance approving case PD19-03, a rezoning from Single Family Residential District (RS-1) to a Planned Development (PD) Zoning District on an unaddressed tract located south of the intersection of Merrick Street and Canadian Street to allow for single-family homes to be built covering up to 50% of the lot instead of the normal limit of 40% (Presentation made by Planning & Development Services Director Jon James)
- c. First reading and public hearing of an ordinance approving case Z19-02, a rezoning from the Single Family Residential District (RS-1) to the General Commercial District (CG) on four lots located west of the intersection of La Follette Street and Lowrie Ave (Presentation made by Planning & Development Services Director Jon James)
- d. First reading and public hearing of an ordinance granting to Atmos Energy Corporation, a Texas and Virginia corporation, a franchise to construct, maintain, and operate pipelines and equipment in the City of San Angelo, Tom Green County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes (Presentation made by City Engineer Russell Pehl)
- e. Consider resolutions supporting and authorizing City staff to submit preliminary grant applications to the Texas Department of Transportation's Safe Routes to Schools Program to enhance and improve safety in and around school areas and encourage bicycle and pedestrian activity by the construction of sidewalks along:
 - 1. Ricks Dr. near Holiman Elementary
 - 2. Southwest Blvd. near Lamar Elementary (Presentation made by City Engineer Russell Pehl)
- f. Consider a resolution supporting the City's preliminary application for a Texas Department of Transportation for Alternatives Set-Aside Program grant to improve mobility for non-motorized users to North Chadbourne Street from West Beauregard Avenue to Houston Harte (West Sixth Street) as part of the North Chadbourne Street Project (Presentation made by Assistant City Engineer Andy Vecellio)

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

9. Follow Up and Administrative Issues

- a. Consider items discussed in Closed Session, if needed
- b. Consideration of approving various Board nominations:
 - Civil Service Commission:** Raul Lopez to a ninth term ending January 2022
 - Construction Board of Adjustment & Appeals:** John Rogers (SMD3) to a first term ending February 2021
 - Zoning Board of Adjustments:** David Morales (SMD4) to a second term ending January 2021
- c. 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 15th day of March 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 Texas Small Business Development Center Network has provided small business assistance starting and growing Texas's small businesses. The 2018 record year for Texas SBDC shows clients created 18,338 jobs, new tax revenue generated of \$147 million, with new sales of \$1.2 billion, and new financing and investments of \$1 billion.

Texas SBDC Day is a national, collective proclamation of the success and impact America's Small Business Development Centers have across the nation in economic development and the small business community.

The Angelo State University SBDC continues to demonstrate the hard work and commitment that has helped Texas become the nationwide leader in job creation and small business growth.

Therefore, I Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim March 20th as

TEXAS SMALL BUSINESS DEVELOPMENT CENTER DAY

in San Angelo, Texas and call this observance to the attention of all of our citizens.

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 19th day of March, 2019.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, March 5, 2019

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 8:31 a.m. on Tuesday, March 5, 2019 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 members of Scout BSA Troop 374.

4. Proclamations/Recognitions

San Angelo's first all-female Scout BSA Troop, Troop 374, was recognized.

March 2019 was proclaimed Developmental Disabilities Awareness Month.

5. Public Comment

Mayor Gunter announced several housekeeping items at the City Attorney's request. Council Members should make all comments into the microphone for all to hear. Citizens should not attempt to send notes or text Council Members during the meeting.

Budget Manager Kim Holle announced the upcoming Capital Improvement Plan forums and online survey. Online live discussions will take place Thursday, March 7th, at 7:30 p.m. on the City of San Angelo Facebook page. Tuesday, March 12th, at 5:30 p.m. a town hall meeting will be held in Council Chambers.

6. Consent Agenda

- a. Approval of the City Council minutes for the February 19, 2019 regular meeting, the February 26, 2019 special meeting, and the ~~September~~ February 26, 2019 strategic planning workshop (Julia Antilley)
- b. Award of a contract to King Consultants through a TIPS Job Order Contract #181101 in the amount of \$59,292 for the removal of asbestos in several wall cavities, replacement of gypsum board, wall preparation, and painting at the City Hall Annex (Ron Lewis)
- c. Award of RFB SB-01-19 Cold Applied Crack Sealant Material to Allstates Coatings Company in the amount of \$197,700, budgeted annually, and authorizing the City Manager to execute any related documents (Patrick Frerich)
- d. Award of RFP FIN-01-18/Electronic Payment Solutions to Automated Merchant Systems, Inc. and authorizing the City Manager to execute any related documents (Tina Dierschke)

- e. Award of a contract to Gilbert Consultants for Municipal Court consulting services in the amount of \$60,000 and authorizing the City Manager to execute all related documents (Daniel Valenzuela)
- f. Second reading and adoption of an ordinance approving the abandonment and vacation of a 15-ft wide by 400-ft long, 0.137-acre (6,000-sq ft) public alley; located east of Bowie St. and south of E. 44th Street (Jon James)

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to approve the consent agenda with the edit to the date on item 6a, and with the exception of item 6f. The motion carried unanimously (7) ayes to (0) nays.

Citizen Ann Joseph expressed concern.

Motion: Council Member Thompson made a motion, seconded by Council Member Carter, to approve item 6f, with the exception of separating the west 200-ft abandonment from the east 200-ft abandonment of the alley. The motion carried unanimously (7) ayes to (0) nays.

7. Regular Agenda

- a. Second reading and adoption of an ordinance approving case PD19-01, a rezoning from the Neighborhood Commercial (CN) Zoning District to a Planned Development (PD) Zoning District to allow Neighborhood Commercial (CN) uses, as well as self-service storage and a single-family detached dwelling, located at 909 W. Beauregard Ave. (Presentation made by Planning & Development Services Director Jon James)

Property owner Rob Watkins noted they will obtain DHRC approval before proceeding. [Mayor Gunter stated she would like maximum height on the fence.]

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

- b. Second reading and denial of an ordinance approving case PD19-02, a request for approval of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Planned Development (PD) Zoning District to allow for uses permitted within the General Commercial/Heavy Commercial (CG/CH) Zoning District and an off-site sign with digital billboard face, located at 3410 Knickerbocker Rd. (Presentation made by Planning & Development Services Director Jon James)

Lamar Advertising employee Tommy Roberts and Citizens Susan Mertz and Janie Delaney spoke in opposition to rezoning and in support of adhering to the existing Sign Ordinance. Citizen Greg Gossett spoke in opposition to rezoning. Citizen Linda Wilson quoted Red Steagall, "...San Angelo and Alpine... make and break themselves."

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

- c. Second reading and public hearing for adoption of an ordinance for 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)

Executive Director of Downtown San Angelo, Inc. spoke regarding the limited downtown tax base and offered to connect mobile food trucks with restaurants for parking exceptions. Citizen Steve Hampton spoke in support of the livelihood food trucks bring to the downtown area. Restaurant owner Adrian Soto spoke in opposition to the item. Carlos Rodrigues, Kono Ice owner, asked for

clarification on Lake Nasworthy mobile food trucks. [City Attorney Theresa James offered to provide Chapter 9 rules for Lake Nasworthy in her office.] Rosanda Hernandez sought clarification on parking rules. Jesse Merloco spoke against reserved parking for mobile food trucks.

Motion: Council Member Thomas made a motion, seconded by Council Member DeWitt, to approve the item, as presented with staff recommendations. The motion carried (6) ayes to (1) nay, with Council Member Carter casting the dissenting vote.

- d. Public hearing and first reading for approval of an ordinance deleting Chapter 10 "Traffic Control", Article 10.01 "General Provisions", Section 10.01.019 "Commercial Vehicles Prohibited" and restricting the operation of certain Commercial Vehicles to Designated Truck Routes within the City of San Angelo (Presentation made by Operations Assistant Director Patrick Frerich)

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve the item, as presented and creating Chadbourne St. boundaries at 19th St. and Ave. L. The motion carried unanimously (7) ayes to (0) nays.

- e. Discussion and approval of a policy amendment to small cell nodes in the right of way (Presentation made by City Engineer Russell Pehl)

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

- f. Presentation on the last 5-years of Economic Development (Presentation made by Economic Development Director Guy Andrews)

No Action Taken

- g. Ratification of a resolution by COSADC authorizing the use of sales and use tax funds in the amount of \$65,000, for the purposes of awarding a contract (DC-01-19) to Inter/Direct U.S.A., Ltd, d/b/a Community Development Strategies for expert services to prepare a comprehensive housing analysis that will assess overall housing needs in the competitive market area, to include workforce and affordable housing (Presentation made by Economic Development Director Guy Andrews)

Real Estate Agent Sherley Spears expressed a concern over affordable housing versus affordable home ownership. Executive Vice President of the San Angelo Association of Realtors Kandi Pool expressed a desire to be included in further discussions. Realtor Teri Jackson spoke regarding proprietary MLS data. Citizens Steve Hampton and Lyleann McClellan expressed concern.

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

- h. Ratification of a resolution by COSADC authorizing the sale of approximately 6.4 acres of land out of the San Angelo Business and Industrial Park to Jeff Prince Operating, LP at a price of \$25,000 per acre and authorizing the Board President to negotiate and execute a real estate sales contract (Presentation made by Economic Development Project Manager Robert Schneeman)

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

- i. Ratification of a resolution by COSADC authorizing the Board President to negotiate and execute a professional services agreement, with Centurion Planning and Design in an amount not to exceed \$7,500, relating to an approved project for additional professional engineering and surveying services required by TXDOT on permit applications for driveway access to a portion of

the Remainder of Block 1 San Angelo Gateway Addition, Section 1 of the San Angelo Business & Industrial Park (Presentation made by Economic Development Project Manager Robert Schneeman)

[Council Member Hiebert recused himself from the discussion.]

Motion: Council Member Thomas made a motion, seconded by Council Member Thompson, to approve the item, as presented. The motion carried unanimously (6) ayes, (0) nays, and (1) abstention, with Council Member Hiebert abstaining from the vote.

- 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 and grants (Presentation made by Finance Director Tina Dierschke)

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

- k. Update on Preliminary Design Phase and award of Task Order 2 under RFQ WU-04-19 Engineering Services for Water System Improvements to the Hickory Groundwater Supply Development to Enprotec / Hibbs & Todd, Inc. in the amount of \$3,117,450, and authorizing the City Manager to execute any related documents (Presentation made by Scott Hibbs, P.E., Enprotec / Hibbs & Todd, Inc. and by Water Utilities Director Allison Strube)

Citizen Steve Hampton expressed concern over future debt and seismic activity. Citizen Anna Bartosh sought clarification on well depth and recharge zone. Citizen Ginger Moore requested clarification on the sale of the Ford Ranch. Citizen Gary Goetz expressed concern.

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the item, as presented, contingent on the second reading of the above budget amendment. The motion carried unanimously (7) ayes to (0) nays.

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:

9. Follow Up and Administrative Issues

- a. ~~Consider items discussed in Closed Session, if needed~~
- b. Approval of various Board nominations:
Construction Board of Adjustment & Appeals: Rodney Mayberry (SMD4) to a second term ending February 2021 and Brooks Wehner (SMD5) to a second term ending February 2021
Design & Historic Review Commission: Stephen McLaughlin (SMD4) to a second term ending September 2020
Economic Development Corporation: William Dendle (SMD2) to a second term ending February 2020 and Garland Freeze (SMD6) to a first term ending February 2021
Fort Concho Museum Board: Wayland Cooksey (SMD4) to a second term ending January 2021 and Curtis Milbourn (SMD5) to a first term ending January 2021
Parks & Recreation Advisory Board: Debbie Wilson (SMD4) to a first full term ending December 2020

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.

- c. Announcements and consideration of Future Agenda Items

Citizen and NAACP President of Unit 6219, Sherley Spears, spoke in favor of including the MLK Park restrooms in the CIP and budget discussions.

10. Adjournment

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

There being no further business, the meeting was adjourned at 12:58 p.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

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: March 19, 2019

Item type: Consent Item

Caption:

Consider declaring a small narrow strip of land (200-sq ft) out of acre Lots 6 and 7 in Miles Addition surplus and authorizing the City Manager to execute all documents necessary to convey the surface estate to the adjacent property owner (Cindy Preas)

Summary/History:

The small narrow strip of land (10' x 20') was conveyed to the City of San Angelo on July 2, 1928, by Warranty Deed recorded Volume 145, Page 540, Deed Records, Tom Green County, Texas. This small narrow lot is no longer necessary, useful or suitable for municipal purposes and the Operations Department has declared it surplus to their department.

The only property owner adjacent to the property, Fireside Partners, LLC, desires to purchase the property, which has been determined to be surplus and City staff has no objections to conveying this property.

Financial Impact:

No cost to the City. Profit of \$65 and the property will be placed onto the tax roll.

Other Information/Recommendation:

Staff recommends the 200 square feet of land be declared surplus and sold to the adjacent property owner.

Attachments:

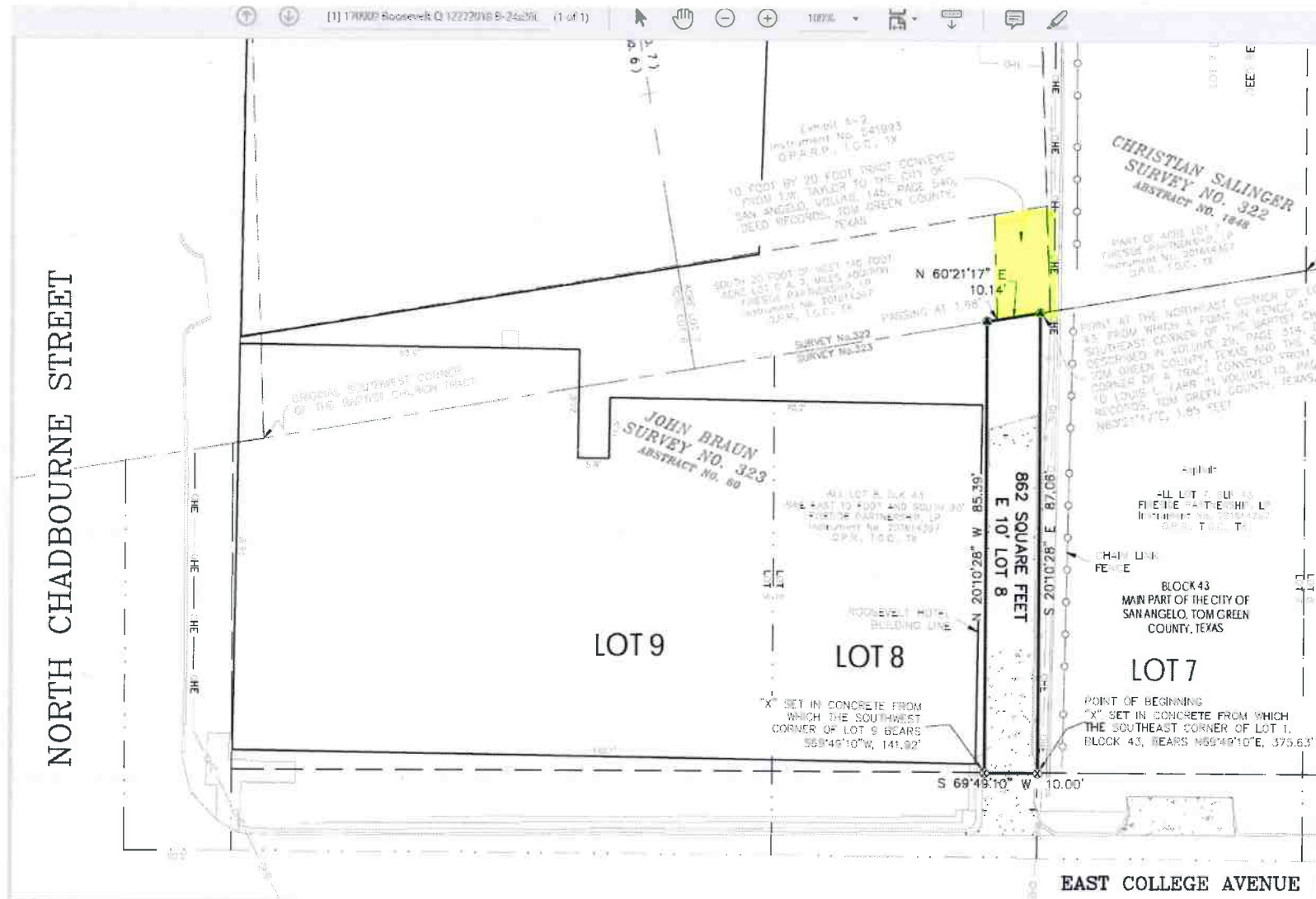
- | | |
|-------------------------------|--------------------------------|
| 1. Map Surplus Miles Addition | Map Surplus Miles Addition.pdf |
|-------------------------------|--------------------------------|

Presentation:

Approvals/Reviews:

Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

Map – Surplus Part of Acre Lots 6 & 7 Miles Addition



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

Consider declaring a small narrow strip of land, being the remnant of Lot 5, Block 136, Angelo Heights Addition, surplus and authorizing the City Manager to execute all documents necessary to convey the surface estate to the adjacent property owner (Cindy Preas)

Summary/History:

The City obtained ownership of this small narrow strip of land, being a remnant of Lot 5, Block 136, Angelo Heights Addition, on October 17, 1977, by Warranty Deed recorded in Instrument Number 114879, Official Public Records of Real Property, Tom Green County, Texas. The remnant lot was remaining after the construction of the Houston Harte Expressway

The property owner adjacent to the remnant lot, Jose Santos Diaz Garcia, desires to purchase the remnant lot, which has been determined to be surplus by the Operations Department and City staff has no objections to conveying this property.

Financial Impact:

No cost to the City; profit of \$815 and the property will be placed onto the tax roll.

Other Information/Recommendation:

Staff recommends the sale be approved.

Attachments:

- | | |
|--|---|
| 1. Map Surplus Property Madison-Shiloh Streets | Map Surplus Property Madison-Shiloh Streets.pdf |
|--|---|

Presentation:

Approvals/Reviews:

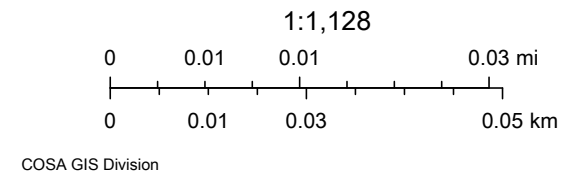
Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

Surplus Property Madison & Shiloh Streets



3/7/2019 2:52:44 PM

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



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

Consider authorizing the sale of 1506 S. Concho Dr. to the current residential lot lease holder for the appraised value and authorizing the City Manager to execute all documents (\$117,939) (Cindy Preas)

Summary/History:

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

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

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|------------------------------------|--|
| 1. | 1506 S Concho Dr Summary appraisal | 1506 S Concho Dr Summary appraisal.pdf |
|----|------------------------------------|--|

Presentation:

Approvals/Reviews:

Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

APPRAISAL OF REAL PROPERTY

LOCATED AT

1506 S Concho Dr
San Angelo, TX 76904-7904
Lot 23, Block 1, Group South Concho, Lake Nasworthy Addition

FOR

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

AS OF

03/07/2019

BY

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

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03/07/2019

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

Re: Property: 1506 S Concho Dr
San Angelo, TX 76904-7904
Borrower: Gary Koonce
File No.: R19-0090

Opinion of Value: \$ 117,939
Effective Date: 03/07/2019

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

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as unimproved, in Leased Fee ownership per the hypothetical condition given by the City of San Angelo stated in the Addenda.

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

The value conclusions reported, are as of the effective date stated in the body of the report. This is contingent upon the certification and limiting conditions, as well as the hypothetical condition given by the City of San Angelo.

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

Respectfully Submitted,



Crystal N. Bancroft
Appraiser Trainee
License or Certification #: 1340109
State: TX Expires: 05/31/2020
niki@halfmannrealty.com



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

Borrower	Gary Koonce						
Property Address	1506 S Concho Dr						
City	San Angelo	County	Tom Green	State	TX	Zip Code	76904-7904
Lender/Client	City of San Angelo						



Supplemental Addendum

File No. R19-0090

Borrower	Gary Koonce				
Property Address	1506 S Concho Dr				
City	San Angelo	County	Tom Green	State	TX Zip Code 76904-7904
Lender/Client	City of San Angelo				

ADDENDA:**Stated Hypothetical Condition**

Hypothetical condition is defined by The Dictionary of Real Estate Appraisal, fifth edition, copyright 2010, page 97, as being "That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

You are requested to estimate the value of City of San Angelo's (City) interest (leased fee - subject to a current lease which will be furnished to Appraiser by City, or fee simple) in the subject property. The value of the City's interest should be developed under the hypothetical condition that annual rent is based upon the formula, fee simple market value $\times 0.08$ = annual rent, rather than the current ordinance that states annual rent will be based on fee simple market value $\times 0.015$ = annual rent. Because the City will agree to sell these lots only under circumstances in which the Lessee has 15 or fewer years remaining (which may require additional legal instruments to be executed), consideration (i.e., discount) shall be given to any stated lease terms that are remaining up to 15 years or until the point that the annual payment would be based on fee simple market value of the lot. No consideration shall be given to improvements made by Lessee, with the exception of grass and trees. The appraisal shall take into consideration the value of public improvements (including, but not limited to, water, sewer, streets, street lights).

The City acknowledges that using the hypothetical condition results in a value for the City's interest that is much greater than the value of City's interest without the hypothetical condition.

Comments on Market Data

Please note that the sales price for the Comparable Sales in the sales grid is for the Fee Simple Interest of the Land Only. If any building or site improvements were found on the comparable sale property, the contributory value of these improvements was subtracted from the total sales price to arrive at a Land Only value for the sale. Based upon the analysis of these Comparable Sales to the subject property, it is my opinion that the market value of the Fee Simple Interest - Land Only of the subject property is **\$129,600**.

Comments & Conditions of Appraisal

As authorized by the City of San Angelo this appraisal is being conducted to determine the value of the unimproved Land Only - Leased Fee Interest owned by the City of San Angelo. To obtain the value of the Leased Fee Interest, the unimproved Land Only - Fee Simple value (**\$129,600**) was first calculated. The Land Only - Fee Simple value adjustments were made to the comparable sales for dissimilarities when compared to the subject property. The factors of comparison adjusted for in this appraisal were location, site/view, site size, topography, lake frontage and access. The exact dollar amount of each adjustment is shown in the preceding market data analysis section of this report. After making these adjustments for dissimilarities between the subject and the comparable sales, an indicated market value of the Land Only - Fee Simple Interest was obtained.

This Fee Simple Interest value is utilized in calculating the reversionary value of the lot based upon the lease as of the effective date of this appraisal. The reversionary value of this lot (**\$115,442**) is then combined with the present value (**\$2,497**) of the lease to reach the value of the Leased Fee Interest owned by the City of San Angelo.

Final Reconciliation

It is my opinion that the market value of the unimproved Land Only - Leased Fee Interest in the subject property as of March 7, 2019, was:

\$117,939

Definitions:

Fee Simple Estate:	Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power and taxation.
Leased Fee Interest:	An ownership interest owned by a landlord with the right of use and occupancy conveyed by lease to others; usually consists of the right to receive rent and the right to repossession at the termination of the lease.
Leasehold Interest:	The right to use and occupy real estate for a stated term and under certain conditions; conveyed by a lease.
Reversionary Value:	The right to repossess and resume full and sole use and ownership of real property that has been temporarily alienated by a lease, an easement, etc.; may become effective at a stated time under certain conditions, e.g., the termination of a leasehold, the abandonment of a right of way, the end of the estimated economic life of the improvements.

*The Dictionary of Real Estate Appraisal by The American Institute of Real Estate Appraisers, copyright 1984.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport, 325-659-6409

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

Consider authorizing the City Manager to accept and sign an airport ground lease at 9158 Hangar Rd. for Angelo Precision Aircraft, LLC, a Texas limited liability company, d/b/a/ Precision Aircraft Services (Jeremy Valgardson)

Summary/History:

Angelo Precision, LLC, has requested a ground lease for an existing set of T-Hangars located on the south side of the airport. The existing structure consists of ten T-Hangars on 11,050 sq/ft of floor space.

Financial Impact:

The rent payment on this property will be \$5,764.20 per year based on the current adopted airport rates and charges.

Other Information/Recommendation:

Attachments:

- | | |
|--------------------------------|---------------------------------|
| 1. Precision Ground Lease 9158 | Precision Ground Lease 9158.pdf |
|--------------------------------|---------------------------------|

Presentation:

Approvals/Reviews:

Jeremy Valgardson	Created/Initiated
Mitch Sprunger	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD

AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

9158 Hangar Road

This Airport Lease and License Agreement ("Lease") is entered into between the CITY OF SAN ANGELO, a Texas home-rule municipal corporation, acting by and through its duly authorized City Manager ("Landlord" or "City"), and ANGELO PRECISION AIRCRAFT, LLC, a Texas limited liability company, d/b/a Precision Aircraft Services., acting by and through its designated Managing Member ("Tenant").

RECITALS:

- A. Landlord is the owner and operator of the San Angelo Regional Airport-Mathis Field located at 8618 Terminal Circle, San Angelo, Texas ("Airport"); and
- B. Tenant presently operates an aeronautical fixed base operation at the Airport under an "Airport Property Lease" with the City, originally effective November 1, 1982.
- C. Landlord and Tenant desires to enter into a new lease agreement for a tract of land being 1.103 acres more or less, commonly known as 9158 Hangar Road, said tract of land being more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes; and
- D. Landlord deems it advantageous to grant to Tenant a lease of the described tract of land for the purposes of operation of a condominium regime consisting of leasehold interests in T-hangars for aircraft parking and storage, located on the Leased Premises ;

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

1. PREMISES

- 1.1 Adoption of Recitals. The foregoing recitals are acknowledged by the parties to be true and correct, and are adopted as part of the terms and conditions of this Lease.
- 1.2 Lease of Premises. In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Landlord leases to Tenant, and Tenant leases from Landlord, the premises being 1.103 acres of vacant land described as "T Hangar Tract 1, commonly known as 9158 Hangar Road, Mathis Field, San Angelo, Tom Green County, Texas, more particularly described on **Exhibit "A"**, which is attached hereto and made a part hereof for all purposes (hereinafter "Premises").

- 1.3 No Express or Implied Warranties. Said tract and hangar are hereinafter referred to as the "Premises" or the "Property". TENANT HAS EXAMINED AND ACCEPTS THE LEASED PREMISES AND ANY IMPROVEMENTS AND FIXTURES ON THE LEASED PREMISES, IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION, WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY. NO REPRESENTATION, STATEMENT, GUARANTY OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE LEASED PREMISES. IN NO EVENT SHALL LANDLORD BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE LEASED PREMISES OR FOR ANY LIMITATION ON THE UTILIZATION OF THE LEASED PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT NOT WITHIN THE LANDLORD'S CONTROL.

2. TERM.

- 2.1 Initial Term. This Lease is granted for an initial term of Three (3) years beginning April 1, 2019, the "Effective Date", and ending March 31, 2022.
- 2.2 Option to Extend Term. Tenant shall have the option to extend the Lease for four (4) additional three (3) year periods, under the same terms, conditions and covenants contained herein, for the rental amounts applicable at the time each option to extend is exercised as set out in the then approved Standard Rates and Charges as amended, provided that Tenant is not then in default of any term, condition or covenant in this Lease and further provided that Landlord is not prohibited from leasing said property pursuant to any agreement with or requirement from the United States government.
- 2.3 Notice to Extend Term. Tenant shall exercise the option to extend this Lease by notifying Landlord in writing and delivering such written notice as herein required, at least sixty (60) days prior to expiration of the initial term.
- 2.4 Holdover. Any holding over by Tenant under this Lease after the expiration of the initial term or any extension thereof, shall operate and be construed only as a tenancy from month to month, terminable at the will of Landlord on thirty (30) day written notice of termination given to Tenant.

3. RENT.

- 3.1 Rent. During the initial term of this Lease, Tenant shall pay annual rent to Landlord for the use of Leased Premises in the sum of FIVE THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 20/100 DOLLARS (\$5,764.20), payable monthly in advance in twelve equal payments of FOUR HUNDRED EIGHTY AND 35/100 DOLLARS (\$480.35). Initial rent calculation is attached hereto as **Exhibit "B"**.

- 3.2 Time for Rent Payment. The first monthly rental payment shall be due and payable on the above stated Effective Date, and subsequent monthly rental payments shall automatically become due and payable on the 1st day of each succeeding month thereafter, for the initial term of this Lease, or any extension thereof, or until this Lease is earlier terminated as provided for herein.
- 3.3 Place of Payment. All payments due by Tenant to Landlord under this Lease shall be made at the Airport Director's office at San Angelo Regional Airport—Mathis Field, 8618 Terminal Circle, Suite 101, San Angelo, Texas 76904, or at such other place as Landlord may from time to time designate by written notice to Tenant.
- 3.4 Delinquent Payments. Tenant shall pay to Landlord a late charge and interest for any rent payment past due in accordance with City ordinances, provided however, that this provision for late charges or interest shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.
- 3.5 Adjustments to Rent. Rents are based upon the schedule of San Angelo Regional Airport—Mathis Field Rates and Charges adopted by resolution of City Council as recommended by the Airport Advisory Board from time to time. Effective three years from the Effective Date of this Lease or from the date of the last extension of the Lease Term, as applicable, the Rent provided for hereinabove will be adjusted to the rent applicable under the Airport Rates and Charges as hereinafter amended by resolution of City Council. Notwithstanding the foregoing to the contrary, in no event will such adjustment result in a reduction of rent under this Lease.

4. GRANT OF LICENSE.

- 4.1 Landlord grants Tenant a non-exclusive license, concurrent with the herein-described Lease, to engage in common with others so licensed in an aeronautical business which may consist solely and only for the purposes of the installation, maintenance and selling of condominium leasehold interests or subleasing of T-Hangars for aircraft parking and storage, and other business activities directly related thereto. Such uses shall include any other activity or service normally performed or offered by a fixed base operator at the Airport, subject to all of the terms and conditions provided under this Lease; provided however, if Tenant desires to dispense fuel, a separate license agreement shall be negotiated and executed by Landlord and Tenant therefore. Tenant shall confine its operation under this Lease and License Agreement to the Premises described at Section 1.2 "Lease of Premises", hereinabove, and **Exhibit "A"** attached, provided, however, that under exceptional circumstances, Tenant may park or store aircraft on any other part of the Airport designated by the Airport Manager, except on Premises leased exclusively to another operator. It is agreed that Tenant will not park any aircraft on the ramp when such parking obstructs airline operations. Any parking of aircraft on the ramp may be changed or stopped at any time when deemed necessary by the Airport Director.

- 4.2 Tenant shall confine its operation at the Airport to its exclusive area and to those portions of the aircraft ramp area that are designated by the Airport Director. Tenant shall not solicit sales or services for aircraft that are parked or stored in any exclusive area of another fixed based operator located on the Airport.

5. UTILITIES, TAXES AND FEES.

- 5.1 Utilities. Tenant shall pay when due, or cause to be paid when due, all charges for water, sewer, gas, electricity, telephone, cable, trash collection and disposal, and any and all other utility charges for the Premises and for conduct of Tenant's aeronautical business operations during the initial term of this Lease and any extensions or holdover thereof.
- 5.2 Taxes and Assessments. It is further understood and agreed that Tenant shall pay and discharge all taxes, general and special assessments and other charges of every description which during the initial term of this Lease and any extensions or holdover thereof may be levied on or assessed against the Premises, inventory, personal property and improvements thereon, whether belonging to Landlord or Tenant, or to which either of them may become liable. Tenant shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS LANDLORD FROM ALL SUCH TAXES, CHARGES AND ASSESSMENTS.
- 5.3 Incidental Fees. Tenant shall pay or cause to be paid all incidental charges, such as permit fees, incurred in connection with its operation of Tenants aeronautical business and use of the leased Premises.

6. LAWS, REGULATIONS AND LIMITATIONS.

- 6.1 Observance. Tenant shall observe and obey all applicable federal, state and local laws and regulations, including all Environmental Requirements, in the operation of Tenant's aeronautical business on Airport property and in the performance of its obligations under this Lease. Tenant also agrees to observe and obey all Airport rules and regulations promulgated and enforced by the City of San Angelo and by any other governmental authority having jurisdiction over the conduct of operations at the Airport.
- 6.2 Lease Limited. It is agreed that this Lease shall be limited, notwithstanding its terms, by the provision of any existing or future agreement between Landlord and the United States government, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of federal funds for the maintenance or development of the Airport.
- 6.3 Waste Water. If Tenant's use of the Premises results in the discharge or potential discharge of waste water, Tenant shall immediately apply to the Texas Commission

on Environmental Quality (TCEQ) for a waste water discharge permit. Tenant shall also advise the Airport Director of the drains or other waste water facilities Tenant intends to use in disposing of waste waters. The Airport Director may designate sewers or other facilities for Tenant to use for disposal of waste water.

- 6.4 Hazardous Material/Contaminants. Tenant agrees that Tenant will not cause or permit release, discharge or spillage by Tenant, its licensees, officers, agents, employees, sublessees, business invitees or guests of any hazardous material or contaminants, either intentionally or accidentally, by act or omission, onto Premises or Airport property. If any such release, discharge, or spillage does occur, Tenant shall immediately notify the Airport Director and the TCEQ, promptly followed by written documentation of the notice and shall, at Tenant's expense, comply with all removal, cleanup and remedial directives or requirements issued. As between Landlord and Tenant, Tenant shall be solely liable for remedial costs and damages relating to any release, discharge or spillage of hazardous substances or contaminants as a result of the operation of Tenant's aeronautical business.

TENANT WARRANTS THAT TENANT HAS OCCUPIED THE PREMISES UNDER LEASE FOR MORE THAN THREE YEARS, THAT TENANT HAS INSPECTED THE LEASED PREMISES TO ITS SATISFACTION AND THAT TENANT IS SATISFIED THAT AT THE TIME OF TENANT'S FIRST OCCUPANCY OF THE LEASED PREMISES, OCCUPANCY UNDER PRIOR LEASE AGREEMENTS, AND AT COMMENCEMENT OF THE TERM OF THIS LEASE AND LICENSE AGREEMENT, THERE WERE NO AND ARE NOW NO HAZARDOUS WASTES OR CONTAMINANTS LOCATED THEREON. TENANT UNDERSTANDS THAT TENANT SHALL REMOVE, AT TENANT'S EXPENSE, ANY HAZARDOUS WASTE OR CONTAMINANT FROM LEASED PREMISES BEFORE TERMINATION OR ABANDONMENT OF THIS LEASE AND BE RESPONSIBLE FOR PERFORMANCE OF REMEDIATION REQUIRED, IF ANY, AND RELATED COSTS.

- 6.5 Easements. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas and other mineral lease and right-of-way easements of any nature which may have been executed prior to this Lease or which may be executed hereafter by Landlord, in Landlord's sole discretion. If, however, any exploration or production occurs that materially interferes with the conduct of Tenant's business at the Leased Premises, Tenant may terminate this Lease by delivering written notice to Landlord as herein provided.
- 6.6 Non-discrimination. The Tenant for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction or use of any improvements on, over or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds

of race, creed, color, national origin or sex.

In the event of breach of any of the preceding nondiscrimination covenant, Landlord shall have the right to declare Tenant to be in breach of this Lease agreement, to terminate this Lease, and to reenter and repossess said Leased Premises.

- 6.7 Compliance with ADA. Tenant agrees to comply fully with the provisions of the Americans with Disabilities Act.
- 6.8 Compliance with the Department of Homeland Security. Tenant agrees to comply fully with the guidelines set forth in 49 CFR Part-1542 Airport Security in all pertinent parts as directed either by representatives of the federal government or the Airport Director or his designee.
- 6.9 Relationships. Tenant, its agents, servants and employees agree to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in similar or like business on Airport Premises. Except in connection with judicial proceedings, Tenant shall not engage in open public disputes, disagreements, or conflicts regarding activities at the Airport which would tend to deteriorate the quality of the service of Tenant or its competitors or which would be incompatible with the best interest of the public at the Airport.

7. CONDITION AND USE OF LEASED PREMISES.

- 7.1 NO WARRANTY. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES, OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE. EXCEPT AS TO THE LEASED PREMISES DESCRIBED ON **EXHIBIT "A"** ATTACHED, LESSOR WARRANTS THAT AT THE EFFECTIVE DATE OF THIS LEASE AGREEMENT SAID PREMISES ARE NOT IN VIOLATION OF APPLICABLE ENVIRONMENTAL REGULATIONS.
- 7.2 Acceptance and Use. Landlord and Tenant agree that the Leased Premises will be used solely for the limited purposes permitted under the License granted hereunder at part 4 "Grant of License".
- 7.3 Standards. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to maintain standards relative to maximum heights for buildings or other structures and set-back building lines in relation to the runways, taxiways, navigational airspace, parking aprons, or other facility conditions, which would limit or impair the usefulness of the Airport Master Plan or constitute a hazard to aircraft.
- 7.4 Improvements and Modifications. Tenant shall not alter or improve the Premises

in any respect without Landlord's prior written consent. Any such alteration or improvement to which Landlord consents must fully comply with all laws, rules, regulations, codes, standards, and policies (including, without limitation, local regulations, codes and ordinances) of any governmental authority with jurisdiction over the Airport (including, without limitation, the City of San Angelo, Texas).

- 7.5 Ingress and Egress. Tenant and its employees, patrons, guests, invitees, contractors and subcontractors, shall have the right of ingress to and egress from the Premises and the right, in common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, navigational facilities, roadways, parking areas, subject to federal, state, City and Airport rules and regulations.
- 7.6 Storage and Parking. Outside storage of any property including, but not limited to, equipment, parts, accessories, vehicles (whether operable, abandoned or inoperable), is expressly prohibited. Other uses, including temporary parking of motor vehicles incident to Tenant's operation, unless specifically approved herein, shall be upon the leased Premises only. Tenant shall not use or permit employees, patrons, invitees or guests to use Airport property in a manner contrary to the rules and regulations of the Airport.
- 7.7 Aircraft and Vehicle Identification. Tenant agrees to register all aircraft and vehicles to be used in its business on the Airport property, with the Airport Director.
- 7.8 Noise Abatement. Tenant shall actively participate in and comply with all noise abatement procedures, policies and programs as set forth by Landlord.

8. REPAIRS AND MAINTENANCE.

8.1 Tenant's Duties.

8.1.1 Tenant shall be responsible for the repair and maintenance of the hangar building, paving, equipment and improvements that are presently located or to be constructed on the Premises. In the event Tenant shall fail to maintain any of the described improvements constructed on the Premises as herein required, as determined in the sole discretion of Landlord, then the Landlord, after notice to Tenant of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the labor and materials to be expended that are reasonably necessary to accomplish the required maintenance, and Tenant expressly agrees that the reasonable cost of any such labor and materials shall be deemed additional rent, becoming past due thirty (30) days from the date on which any such maintenance work is completed and notice of the amount due is given to Tenant.

8.1.2 Tenant agrees to keep and maintain the Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and shall keep said Premises cleared of all objectionable matter. In the event

Tenant shall fail to keep and maintain the Leased Premises as herein required, as determined in the sole discretion of Landlord, then the Landlord, after notice to Tenant of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the labor and materials to be expended that are reasonably necessary to accomplish the required maintenance, and Tenant expressly agrees that the reasonable cost of any such labor and materials shall be deemed additional rent, becoming past due thirty (30) days from the date on which any such maintenance work is completed and notice of the amount due is given to Tenant.

8.2 Landlord's Duties.

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

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

8.4 Right of Inspection. Landlord reserves the right to conduct inspections, at reasonable times, of the Premises, including hangar buildings, to ensure that fire, safety, and sanitation regulations and other provisions contained in this Lease are being adhered to by the Tenant.

9. INSURANCE.

9.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Tenant for the purpose of complying with this Lease.

9.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

9.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Tenant, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

9.1.3 Waiver of Subrogation. Tenant shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees. Landlord shall waive all claims against Tenant for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.

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

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

9.1.6 Sub lessees' Insurance. Tenant shall cause each Sub lessee of Tenant to purchase and maintain insurance of the types and in the amounts specified below. Tenant shall require Sub lessees to furnish copies of certificates of insurance to Landlord's Risk Management Department evidencing coverage for each Sub lessee.

9.2 Types and Amounts of Insurance Required. Tenant shall obtain and continuously maintain in effect at all times during the term hereof, at Tenant's sole expense, insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:

9.2.1 Commercial General Liability (CGL) or equivalent Aviation Liability. This policy shall be an occurrence-type policy and shall protect the Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Tenant's employees) and damage to property of the City or others arising out of the act or omission of the Tenant or its agents and employees. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the Lease or liability arising from pollution, explosion, collapse, underground property damage, or damage to the premises or improvements. This policy shall also include protection against claims for the contractual liability assumed by Tenant under the parts of this Lease entitled "Indemnification" and "Environmental 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 Aggregate
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 500,000.00	Fire Damage (any one fire)

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

\$ 500,000.00	Combined Single Limit
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9.2.3 Workers' Compensation and Employer's Liability. If Tenant hires any employees, Tenant shall maintain Workers' Compensation and Employer's

Liability insurance, which shall protect the Tenant against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

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

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

In the alternative, Lessee may substitute its Twenty Four Hour Accident Protection Insurance policy with the Lessee's understanding that the limitations and restrictions of the policy will not be comparable to a statutory Workers' Compensation and Employer's Liability policy. The procurement of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease.

- 9.2.4 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; (including death) property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Coverage shall not be less than:

\$1,000,000.00	per loss
\$1,000,000.00	Annual aggregate

- 9.2.5 Commercial Property Insurance. (a) This insurance shall be an all-risk, replacement cost equal to the value of the hangars and all improvements on the Premises, plus cost of any demolition and clean up.

(b) In the alternative to Tenant maintaining Commercial Property Insurance pursuant to (a) of this Subsection 9.2.5, Tenant shall require all Subtenants to provide the commercial property insurance similar to that required of Tenant. Tenant shall maintain certificates of insurance from all Subtenants containing provisions similar to those listed herein, including enumerating the waivers of subrogation, additional insured status of Tenant and City, and primary liability as required herein. Tenant shall require that all insurance proceeds payable to insured parties for casualty loss to the hangars be first applied to repair or replacement of the hangars.

(c) Tenant, at Tenant's expense, shall comply, and shall cause its subtenants to comply, in all material respects at all times, with all insurance requirements under this Agreement.

10. INDEMNIFICATION.

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

10.2 ENVIRONMENTAL.

10.2.1 Definitions.

(a) Hazardous Material. Hazardous Material means any substance:

(i) the presence of which requires investigation, notice or remediation under any federal, state or local statute,

regulation, ordinance, order, action, policy or common law;
or

- (ii) which is or becomes defined as a "hazardous material," "hazardous waste," "hazardous substance," "regulated substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. (S)9601 et seq.), Toxic Substances Control Act (15 U.S.C. (S)2601 et seq.), and/or the Resource Conservation and Recovery Act (42 U.S.C. (S)6901 et seq.);
or
- (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, or of the State in which the Premises are located or any political subdivision thereof;
or
- (iv) the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or
- (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- (vi) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
- (viii) radon gas.

(b) Environmental Requirements. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

- (i) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and

remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

(ii) All requirements pertaining to the protection of the health and safety of employees or the public.

(c) Environmental Damages. Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or not matured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' and witnesses' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, beneath the Premises or migrating or threatening to migrate to or from the Premises, or the existence of a violation of Environmental Requirements pertaining to the Premises, including without limitation:

(i) Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties including but not limited to claims brought by or on behalf of employees of Tenant;

(ii) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision or court, or reasonably necessary to make full economic use of the Premises and any other property in a manner consistent with its current use or otherwise expended in connection with such conditions, and including without limitation any attorneys'

fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder;

(iii) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced herein; and

(iv) Diminution in the value of the Premises and adjoining property, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises and adjoining property.

10.2.2 Tenant's Obligation to Remediate. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this agreement, Tenant shall, upon demand of Landlord, and at its sole cost and expense, promptly take all reasonable and necessary actions to remediate the Premises which are reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Premises, or are required by Environmental Requirements, which remediation is necessitated by the (1) introduction of a Hazardous Material upon, about or beneath the Premises, except as otherwise permitted in the use provisions hereof, or (2) a violation of Environmental Requirements, either of which is caused by the actions of Tenant, its employees, agents, contractors, subcontractors, guests, invitees or licensees. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Premises. Tenant shall take all actions necessary to restore the Premises in accordance with applicable environmental regulations to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Premises, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. All such work shall be performed by one or more contractors, selected by Tenant and approved in advance and in writing by Landlord. Tenant shall proceed continuously and diligently with such investigatory and remedial actions, provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Airport. Tenant shall pay all costs in connection with such investigatory and remedial activities, including but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Tenant shall promptly provide to Landlord copies of testing results and reports that are generated in connection with the above activities, and copies of any correspondence with any governmental entity related to such activities. Promptly upon completion of such investigation and remediation, Tenant shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Premises to the maximum extent possible, which shall include, without limitation, the repair of any

surface damage, including paving, caused by such investigation or remediation hereunder. Provided, however, that Tenant shall not be obligated to remediate environmental damages which result from seepage of Hazardous Materials onto the Premises from adjacent property unless the presence on the adjacent property was caused by Tenant or its employees, agents, contractors, subcontractors, guests, invitees or licensees.

10.2.3 Notification. If Tenant shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Tenant for Environmental Damages in connection with the Premises or past or present activities of any person thereon, or that any representation set forth in this agreement is not or is no longer accurate, including but not limited to notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating thereto, then Tenant shall deliver to Landlord, within ten days of the receipt of such notice or communication by Landlord, a written description of such violation, liability, correcting information, or actual or threatened event or condition, together with copies of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification or communication.

10.2.4 Negative Covenants.

(a) No Hazardous Material on Premises. Except in strict compliance with all Environmental Requirements, and except as otherwise permitted in the use provisions hereof, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or any other person. Tenant shall deliver to Landlord copies of all documents which Tenant provides to any governmental body in connection with compliance with Environmental Requirements with respect to the Premises, such delivery to be contemporaneous with provision of the documents to the governmental agency.

(b) No Violations of Environmental Requirements. Tenant shall not cause, permit or suffer the existence or the commission by Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees, or by any other person a violation of any Environmental Requirements upon, about or beneath the Premises or any portion thereof.

(c) No Environmental or Other Liens. Tenant shall not create or suffer or permit to exist with respect to the Premises, any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and

Reauthorization Act of 1986 (42 U.S.C. section 9607(l)) or any similar state statute to the extent that such lien arises out of the actions of Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees.

10.2.5 Landlord's Right to Inspect and to Audit Tenant's Records. Landlord shall have the right in its sole and absolute discretion, but not the duty, to enter and conduct an inspection of the Premises and to inspect and audit Tenant's records concerning Hazardous Materials at any reasonable time to determine whether Tenant is complying with the terms of the Lease, including but not limited to the compliance of the Premises and the activities thereon with Environmental Requirements and the existence of Environmental Damages as a result of the condition of the Premises or surrounding properties and activities thereon. If Landlord has reasonable cause to believe Tenant is in default with respect to any of the provisions of this Lease related to Hazardous Materials, Environmental Requirements or Environmental Damages, then Landlord shall have the right, but not the duty, to retain at the sole expense of Tenant an independent professional consultant to enter the Premises to conduct such an inspection and to inspect and audit any public records or reports prepared by or for Tenant concerning such compliance. Tenant hereby grants to Landlord the right to enter the Premises and to perform such tests on the Premises as are reasonably necessary in the opinion of Landlord to assist in such audits and investigations. Landlord shall use reasonable efforts to minimize interference with the business of Tenant by such tests inspections and audits, but Landlord shall not be liable for any interference caused thereby.

10.2.6 Landlord's Right to Remediate. Should Tenant fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials or Environmental Requirements, then Landlord shall have the right, but not the duty, without limitation upon any of the rights of Landlord pursuant to this agreement, to enter the Premises personally or through its agents, consultants or contractors and perform the same. TENANT AGREES TO INDEMNIFY LANDLORD FOR THE COSTS THEREOF AND LIABILITIES THERE FROM AS SET FORTH IN THIS LEASE.

10.2.7 Landlord's Obligation to Remediate. Landlord agrees to remediate all Environmental Damages (1) caused by Landlord, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or (2) not so caused but arising prior to the earlier of the Effective Date hereof or Tenant's actual occupying of the Premises and not caused by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees.

10.2.8 Landlord's Responsibility for Environmental Matters. Landlord, its successors, assigns and guarantors, shall be responsible for remediation of Environmental Damages arising from activities of Landlord or its employees, agents, contractors, subcontractors or guests, licensees, invitees; or which occurred prior to the Commencement Date (and were not caused by Tenant, its agents,

employees, contractors, subcontractors, guests, licensees or invitees which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities thereon.

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

10.2.10 ENVIRONMENTAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD CITY AND ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH ENVIRONMENTAL DAMAGES OCCURRING ON OR OFF THE LEASED PREMISES OR AIRPORT PROPERTY, INCLUDING THE EXPENSE OF THE REMEDIATION THEREOF, RESULTING FROM OR ARISING OUT OF ACTS OR OMISSIONS OF TENANT OR TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, GUESTS, LICENSEES OR INVITEES. TENANT SPECIFICALLY AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA. TENANT SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF TENANT OR ANY PERSON ACTING ON BEHALF OF TENANT REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. LANDLORD SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF LANDLORD REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.

10.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS LEASE SHALL SURVIVE THE EXPIRATION OF THIS LEASE AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS LEASE BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS)

COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF TENANT IN PERFORMING UNDER THIS LEASE.

10.4 7.1.4 RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS LEASE SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS LEASE BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND TENANT

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

11. TERMINATION OF LEASE.

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

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

11.3 Bankruptcy or Insolvency. In the event Tenant: (1) files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or takes the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present

or future federal, state or other statute, law or regulation, or proceedings are taken by Tenant under any relevant Bankruptcy Act in force in any jurisdiction available to Tenant, or Tenant seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises, or makes any general assignment for the benefit of creditors, or (2) a petition is filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation, and shall remain not dismissed for an aggregate of one hundred twenty (120) days, or if any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises is appointed without the consent or acquiescence of Tenant and such appointment remains un-vacated for an aggregate of twenty (20) days; then either such event shall constitute a default by Tenant and Landlord shall have the right to immediately terminate this Lease on written notice to Tenant, without further opportunity to cure.

- 11.4 Re-entry By Landlord. In the event Landlord elects to re-enter or take possession of the Premises, Tenant shall quit and peaceably surrender the Premises to Landlord, and Landlord may enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same. Upon termination of this Lease, Landlord may re-enter and take immediate possession of the Premises and remove Tenant's effects, property and improvements, with or without process of law, without being deemed guilty of trespassing. Any property, effects or improvements left by Tenant and not removed from the Premises or retrieved within thirty (30) days of termination of this Lease, shall be deemed abandoned by Tenant and subject to disposal at the discretion of Landlord. Tenant shall reimburse Landlord for any storage or disposal fees incurred by Landlord in storing of or disposal of property of Tenant. Landlord shall not be liable for damages by reason of re-entry or the storage or disposal of Tenant's property, and Tenant hereby waives any claim for such damages.
- 11.5 Possession. Tenant agrees at the termination of this Lease to deliver possession of the Premises peacefully to the Landlord or its agents or employees; and if it fails to give peaceful possession thereof, Landlord may take forceful possession of the Premises and eject all parties there from without being guilty of trespass; and all resulting damages are hereby waived by Tenant.
- 11.6 Attorneys' Fees and Expenses. In the event of the breach of any of the covenants, conditions or obligations contained herein by the Tenant, or if it becomes necessary for the Landlord to employ attorneys to enforce its rights accruing as a result of such default, Tenant agrees to pay Landlord reasonable attorneys' fees and all costs of court and expenses incurred as a result of such default.
- 11.7 Other Remedies. Any termination of this Lease arising from Tenant's default shall not relieve Tenant from the payment of any sum or sums that are due and payable

to Landlord under this Lease, or any claim for damages then or thereafter accruing against Tenant under this Lease. Any such termination shall not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law or from recovering damages from Tenant for any default under this Lease. All rights, options, and remedies of Landlord contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the covenants, conditions, or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Lease.

- 11.8 Removal of Improvements. All equipment, machinery, and trade fixtures installed on the Premises by Tenant shall remain the property of Tenant and shall be removed within thirty (30) days after the termination of this Lease, provided Tenant is not then in default in the performance of any of its obligations or covenants herein contained, and provided further that any damage to the realty or structure upon which such items are situated or installed from their removal is fully repaired by Tenant at time of removal. No equipment, machinery, or trade fixtures installed on the Premises by Tenant shall be removed by Tenant until all rentals due Landlord by Tenant shall have been paid in full. Notwithstanding the foregoing, all property remaining on the Premises after the expiration of thirty (30) days following the termination of this Lease, however terminated, shall be deemed abandoned by Tenant and shall, in the sole discretion of Landlord to accept such property, become the property of Landlord.

12. WARRANTY OF TITLE AND QUIET ENJOYMENT.

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

13. MISCELLANEOUS.

- 13.1 Relationship of Landlord and Tenant. The relationship between Landlord and Tenant at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.
- 13.2 Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties of this Lease and their respective successors and permitted assigns.
- 13.3 Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provision of this Lease.

- 13.4 Assignment. Except as otherwise provided herein, Tenant shall not transfer, assign, sublet, encumber or pledge the Lease or License, in whole or in part, without first securing the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord.
- 13.5 Texas Law to Apply. The parties hereby agree that Texas law will control the interpretation or enforcement of this Lease. This Lease has been executed in Texas, and all obligations hereunder are performable in Tom Green County, Texas, where venue for the resolution of any dispute between the parties relating to this Lease shall lie.
- 13.6 Invalid or Illegal Provisions. If any one or more provisions of this Lease are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal or unenforceable provision.
- 13.7 No Waiver of Breach. No assent, or waiver expressed or implied, or failure to enforce, as to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or additional breach.
- 13.8 Notices. Any formal notice required or permitted under this Lease shall be deemed sufficiently given if it is in writing and personally delivered, or sent by overnight express delivery service or deposited in the United States mail, postage prepaid and sent by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served on the third day after the date said notice is postmarked to the addressee, postage prepaid.

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

LANDLORD: CITY OF SAN ANGELO

San Angelo Regional Airport–Mathis Field
Attn: Airport Director
8618 Terminal Circle, Ste. 101
San Angelo, Texas 76904

TENANT

ANGELO PRECISION AIRCRAFT, LLC
% Précision Aircraft, LLC
Attention : Frank Hinds
9134 Hangar Road
San Angelo, Texas 76904

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

[Signature Page to Follow]

EXECUTED in duplicate originals on the dates specified below.

LESSOR: CITY OF SAN ANGELO

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Date: _____

Julia Antilley, City Clerk

LESSEE: ANGELO PRECISION AIRCRAFT,
LLC.

By: _____
Frank Hinds, Managing Member

ATTEST:

Date: _____

EMAIL: chinds@zipnet.us

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney

Charles Hagen, Risk Manager

EXHIBIT "A"

EXHIBIT "A"

1 of 2 Pages

CONCHO VALLEY LAND SURVEYING, LLC

2921 BLUEBONNET LN.
SAN ANGELO, TEXAS 76904
FIRM NO. 10194455
325-949-8475 / 325-227-0642
conchovalleyland@gmail.com

THOMAS J. HOUSTON
R.P.L.S., L.S.L.S.

San Angelo Regional Airport
1.103 Ac. lease tract
(east hangar)

Being 1.103 acre (approximately 48,035 square feet) of land out of Washington County School Land Survey 106, Abstract 3943, Tom Green County, Texas and being part of that "708.05 Ac." tract described in deed from Washington County, Texas to The City of San Angelo dated April 16, 1990 and recorded in Volume 194 at page 400 of the Official Public Records of Real Property of Tom Green County Texas. Said 1.103 acre being described by metes and bounds as follows:

Beginning at a 5/8" iron rod with cap marked "RPLS 4261" set for the NW corner of this tract and the NE corner of a 1.174 acre lease tract from which a point for the NW corner of said "708.05 Ac." tract bears N.12°08'29"W. 2413.36 feet.

Thence S.81°28'24"E. 138.56 feet to a concrete nail set in asphalt for the NE corner of this tract.

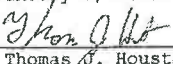
Thence S.7°17'49"W. 335.32 feet to a 5/8" iron rod with cap marked "RPLS 4261" set on north edge of chain link fence for the SE corner of this tract.

Thence along or near said fence, N.89°27'09"W. 140.87 feet to a 5/8" iron rod with cap marked "RPLS 4261" set for the SE corner of said 1.174 acre tract and the SW corner of this tract.

Thence with the east line of said 1.174 acre tract, N.7°31'04"E. 354.85 feet to the place of beginning and containing 1.103 acre of land.

Note: Courses and distances recited herein are of the Texas Coordinate System of 1927- Central Zone.

Surveyed on the ground January 7, 2019.


Thomas J. Houston
Registered Professional Land Surveyor No. 4261

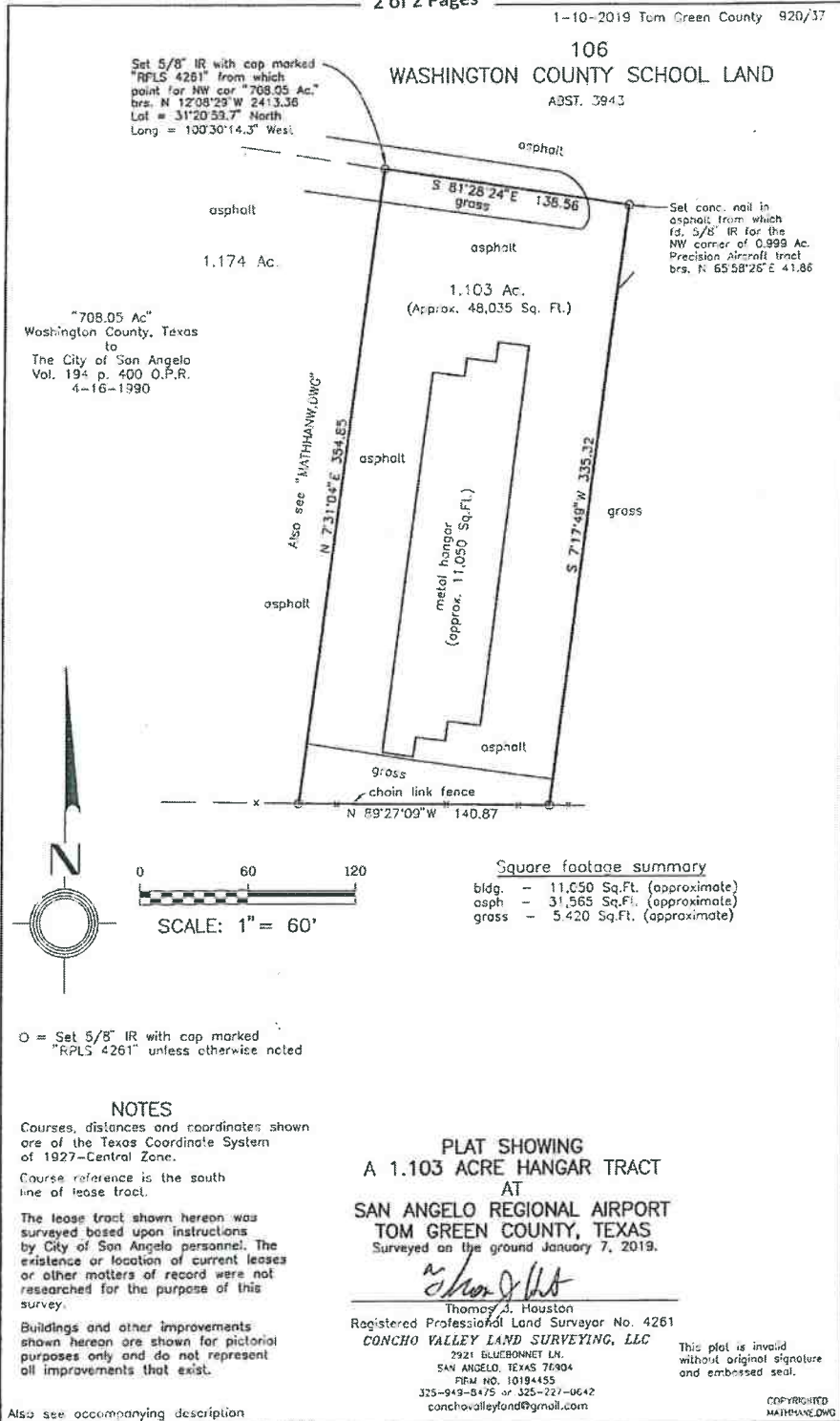


Also see accompanying description and plat (MATHHANS.DWG)

EXHIBIT "A"

2 of 2 Pages

1-10-2019 Tom Green County 920/37



Initial Term Rent Calculation

EXHIBIT B

Precision T-Hangar Land Lease (9158 Hangar Road)		
Land	* Square Footage	Land rate \$0.12 SF per year
Annual Rate	48035	\$5,764.20
Monthly Rate		\$480.35
BLA	* Square Footage	Building rate \$2.70 BLA
Annual Rate		\$0.00
Monthly Rate		\$0.00
TOTAL Annual Lease		\$5,764.20
TOTAL Monthly Lease		\$480.35

CURRENT COI

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kelena James, Business Finance Analyst, Airport, 325-659-6409

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

Consider authorizing consent to an assignment of an airport jet bridge services agreement by Litlman Group, Inc. to Ameribridge, LLC (Jeremy Valgardson)

Summary/History:

Jetbridge America has requested an assignment change do to being acquired by Ameribridge, LLC from The Litlman Group, Inc. for the purpose of continuing uninterrupted maintenance of the airport jet bridge .

Financial Impact:

The terms of the non-professional agreement does not change. There is no fiscal impact.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------------------|---------------------------------------|
| 1. | Assignment Change for Ameribridge | Assignment Change for Ameribridge.pdf |
|----|-----------------------------------|---------------------------------------|

Presentation:

Approvals/Reviews:

Kelena James	Created/Initiated
Mitch Sprunger	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

**AGREEMENT FOR ASSIGNMENT BY LITLMAN GROUP, INC. OF CITY OF
SAN ANGELO, REGIONAL AIRPORT—MATHIS FIELD AIRPORT NON-
PROFESSIONAL SERVICES AGREEMENT RELATING TO JET BRIDGE
MAINTENANCE, ACCEPTANCE OF ASSIGNMENT BY AMERIBRIDGE, LLC,
AND CONSENT TO ASSIGNMENT BY THE CITY OF SAN ANGELO**

THIS AGREEMENT is entered into by and between the CITY OF SAN ANGELO, TEXAS, a home rule municipal corporation (hereinafter “City” or “Owner”), owner and operator of the San Angelo Regional Airport—Mathis Field; THE LITLMAN GROUP, INC, d/b/a JETBRIDGE AMERICA (hereinafter “Assignor”) and AMERIBRIDGE, LLC, a foreign limited liability company authorized to transact business in Texas (hereinafter “Assignee”) entered into on the date fully executed by each of the parties and ratified and approved by the City Council for the City of San Angelo, but effective from and after February 1, 2019 (Effective Date).

WHEREAS, Assignor entered into a Non-Professional Services Agreement with City to provide maintenance services on airport jet bridges, effective one year commencing on March 23, 2016. A copy of said Services Agreement is attached hereto as **Exhibit “A”**. The Agreement was extended pursuant to option in the lease for an additional year through March 26, 2018, a copy of which is attached hereto as **Exhibit “B”**. The Agreement was amended by First Amendment to provide for automatic annual extensions through March 26, 2020, a copy of which is attached hereto as **Exhibit “C”**. All exhibits attached hereto are made a part of this Assignment Agreement for all purposes; and,

WHEREAS, Assignor JETBRIDGE AMERICA has been acquired by AMERIBRIDGE, LLC from THE LITLMAN GROUP, INC., the parties to this Agreement wish to assign the Services Agreement as amended to AMERIBRIDGE, LLC (Assignee) with consent of City for purposes of continuing uninterrupted maintenance of airport jet bridges under terms of the Services Agreement; and,

WHEREAS, Assignee has received complete copies of the Services Agreement and First Amendment to the Services Agreement, and agrees to perform the duties and obligations of “Provider” pursuant to the terms and conditions therein contained; and,

WHEREAS, City of San Angelo, is agreeable to consent to the assignment of the Services Agreement as amended by First Amendment from Assignor to Assignee on terms and conditions herein stated;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are acknowledged by each of the parties hereto as true and correct, and are adopted as a part of this Agreement.

2. THE LITLMAN GROUP, INC. d/b/a/ JETBRIDGE AMERICA (Assignor), Provider under the hereinabove described Services Agreement as amended by First Amendment does hereby assign to AMERIBRIDGE, LLC, (Assignee) a foreign limited liability company authorized to do business in the State of Texas, whose Managing Member is NMC—WALLARD, INC., said Services Agreement as extended and amended by First Amendment and effective through March 26, 2019, by which maintenance services for jet bridges at the San Angelo Regional Airport—Mathis Field are provided, and copy of said Services Agreement with exhibits thereto attached, copy of letter dated May 16, 2017 exercising City’s option to extend contract, and copy of First Amendment to the Services Agreement are attached hereto as **Exhibits “A”, “B” and “C”**:

1. This assignment of Services Agreement as amended by First Amendment and City consent to the assignment was approved and authorized by the City of San Angelo City Council on March 19, 2019.
2. Section 18 of the Services Agreement, entitled “Notices”, shall be addressed to the City of San Angelo, Owner, and AMERIBRIDGE, LLC, Provider, as follows:

CITY OF SAN ANGELO, OWNER:

City of San Angelo
San Angelo Regional Airport—Mathis Field
8618 Terminal Circle, Ste. 101
San Angelo, Texas 76904

With Copies to:

City Attorney’s Office
72 W. College Avenue
San Angelo, Texas 76903

AMERIBRIDGDE, LLC, PROVIDER.

AMERIBRIDGE, LLC
Attention: Roland Hill, Western Maintenance Manager
9255 Wolf Hollow
Millsap, Texas 76066

3. Assignor hereby represents, certifies and warrants to Assignee and to City that all of Assignor’s duties as Provider under said Services Agreement as amended have been completely and fully fulfilled, through the effective date of this assignment and that Assignor is not now nor has ever been in default of any of Assignor’s obligations as Provider under the Services Agreement.

4. On March 5, 2019, Assignee provided certificates of insurance to City as required of Provider under the Services Agreement as amended and shall maintain such types and limits of insurance coverage under the terms of the Services Agreement at all times that Assignee conducts

business as a maintenance services provider at the San Angelo Regional Airport pursuant to the assigned Services Agreement as amended.

5. This Assignment of Services Agreement as amended and consent to the assignment shall release Assignee from obligations under the Services Agreement.

**Acceptance of Assignment of Services Agreement as Amended and
Assignee's Assumption of Obligations of Provider Pursuant to the Agreement**

AMERIBRIDGE, LLC, a foreign limited liability company authorized to do business in the State of Texas (Assignee), acting by and through its Managing Member, NMC—WOLLARD, INC., hereby: (a) acknowledges and accepts the foregoing Agreement for assignment of Services Agreement; (b) assumes all of the obligations of Provider contained in said Services Agreement as amended by First Amendment, copies of which are attached to this assignment and acceptance as **Exhibit "A"**, and which are made a part of this acceptance for all purposes; and, (c) agrees to be bound by and to faithfully, timely and fully perform all terms, conditions, covenants and agreements of the Services Agreement as amended at the rates and charges set forth therein.

Consent by City to Assignment of Services Agreement

1. In consideration of and in reliance upon the terms and conditions of the assignment and Assignee's assumption of the obligations of Provider under the Services Agreement as amended, and promises contained in this instrument, the City of San Angelo hereby consents to the foregoing assignment of the Services Agreement as amended.
2. LITLMAN GROUP, INC., a Texas limited liability company (Assignor), through its duly authorized President, Linda R. Hill, hereby forever releases the City of San Angelo, its council members, board and commission members, officials, agents and employees from any and all claims arising from, or connected with, the described Services Agreement as amended and acknowledges that the City of San Angelo, upon the effective date of this Assignment, is in full compliance with the terms of the Agreement, including payment of all fees and charges due or payable under the Services Agreement for services rendered through the effective date of Assignment.

IN WITNESS WHEREOF, the parties hereby have executed this Assignment on the day and year first above written.

ASSIGNOR:

THE LITLMAN GROUP, INC:

Linda R. Hill, President
EMAIL: roland.hill@jetbridgeamerica.com

Date: _____, 2019

ASSIGNEE:

AMERIBRIDGE, LLC

By: _____
Dustin Sloan, Vice President of
NMC—WOLLARD, INC., Managing Member of Assignee.

EMAIL: Dustin.sloan@ameribridgeinc.com

Date: _____, 2019

The foregoing Agreement for Assignment of Services Agreement as amended by First Amendment is adopted, approved and accepted by the City of San Angelo, Texas.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Daniel Valenzuela, City Manager

Julia Antilley, City Clerk

Date: _____

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Jeremy Valgardson, Airport Director

Dan T. Saluri, Deputy City Attorney

DRAFT

EXHIBIT A

NON-PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF SAN ANGELO AND LITLMAN GROUP INC., d/b/a JETBRIDGE AMERICA.

This Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and LITLMAN GROUP, INC, dba JETBRIDGE AMERICA, a Texas for profit company ("Provider"), effective as of the 23rd day of March, 2016 (the "Effective Date").

RECITALS

A. City has solicited a bid for maintenance and scheduled preventative maintenance on airport jet bridges located at the San Angelo Regional Airport-Mathis Field located at 8618 Terminal Circle, San Angelo, Texas ("Services") and Provider's response thereto ("Response") has been selected as a qualified Response for the provision of Services. Provider reaffirms all averments in Provider's Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. City wishes to engage the services of Provider, and Provider wishes to perform Services for City.

C. Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **INITIAL TERM:** The Initial Term of this Agreement shall be for one (1) year, commencing on the Effective Date hereof. Provider shall not commence work on Services under this Agreement until completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903, as required at Section 12 of this Agreement and Exhibit "C" attached hereto.

3. **OPTION TO EXTEND:** City shall have three (3) options to extend the term hereof for a period of one (1) year each, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise each option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of the Initial Term or extended term as applicable.

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein in Providers response attached hereto as Exhibit "A", and made a part of this Agreement for all purposes.

B. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and, (iv) Services will be performed in the workmanlike manner described in Contract Documents.

5. **COMPENSATION:**

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules or total price described in Exhibit "A" hereto, which by this reference is incorporated into this Agreement. Compensation shall be payable as set forth in Exhibit "B", which by this reference is incorporated into this Agreement.

B. Unless otherwise specifically provided in Exhibit "B", payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

6. **CONTRACT DOCUMENTS:** The following documents from the City of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

This Services Agreement

Provider's Response, Exhibit "A"

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

This Services Agreement;

Provider's Response

7. **AUDIT AND INSPECTION RIGHTS:**

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

B. City may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as City deems reasonably necessary, to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in Exhibit "A" and the contract documents. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

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

9. **PUBLIC RECORD:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to required disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

10. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** This Agreement is expressly made subject to all applicable federal, state, county and City laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. **INDEMNIFICATION.** Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or

death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.

12. INSURANCE: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed

Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

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

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in Exhibit "C" hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

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

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

preparation and negotiation of this Agreement, as well as all costs and expenses in the reprourement of Services, including consequential and incidental damages.

14. **RESOLUTION OF CONTRACT DISPUTES:** Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

15. **TERMINATION RIGHTS OF CITY:**

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to

the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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

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

17. **ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

18. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo
Attn: Luis Elgezabal
8618 Terminal Circle, Ste 101
San Angelo, Texas 76904
Phone: (325) 659-6409

TO PROVIDER:

LITLMAN GROUP, INC.,
dba JETBRIDGE AMERICA
Attn: Roland Hill, General Manager
P.O. Box 12084
Fort Worth, Texas 76110

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

20. **MISCELLANEOUS PROVISIONS:**

- A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.
- B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.
- F. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.
- G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. **INDEPENDENT PROVIDER:** Provider has been procured and is being engaged to provide Services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to City under this Agreement.

23. **CONTINGENCY CLAUSE:** City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.
24. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and Provider's response to solicitation for bid.
25. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.
27. **SURVIVAL OF REMEDIES:** Anything in this Agreement to the contrary notwithstanding the provisions of this agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.
28. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
29. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

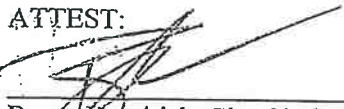
(Signature Page to Follow)

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

CITY OF SAN ANGELO, TEXAS

By: 
Daniel Valenzuela, City Manager

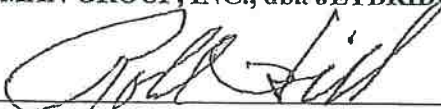
ATTEST:


Bryan Kendrick, City Clerk

Date: 3 / 23, 2016

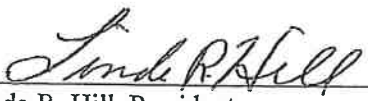
PROVIDER:

LITLMAN GROUP, INC., dba JETBRIDGE AMERICA

BY: 
Roland Hill, General Manager

Date: March 17, ", 2016

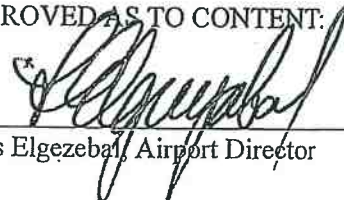
ATTEST:

BY: 
Linda R. Hill, President

APPROVED AS TO CONTENT:


Julia Antilley, Purchasing Manager

APPROVED AS TO CONTENT:


Luis Elgezabal, Airport Director

APPROVED AS TO FORM


Dan T. Saluri, Deputy City Attorney

APPROVED AS TO RISK


Charles Hagen, Interim Risk Manager

EXHIBIT "A"

JetBridge America

San Angelo Regional Airport
8618 Terminal Circle Suite 101

Feb. 16, 2016

San Angelo, Texas 7604

Attn: Mr. Mitch Sprunger – Airport Operations Manager

Subject: Bridge Preventative Maintenance

Dear Mitch,

Thanks for the opportunity to bid on the above listed project.

We propose to provide four preventative maintenance visits, one every three months, conducting one quarterly, one Semi-annual, a second quarterly, and one annual per the manufacturers recommendations. We propose to invoice \$2,870.00 per visit for a yearly total of \$11,480.00.

This maintenance will include not only checks and lubrications of both jetbridges but in addition will include testing and any required maintenance on the PCA and GPU units.

I am attaching a list of bridge maintenance items for your review.

For emergency callout we offer the following:

Standard Labor = \$75.00 per Hour

OT and Holiday Labor = \$112.00 per Hour

Mileage for truck and tools = \$1.00 per Mile

Per Diem = \$50.00 per day

Hotel = Cost plus 15%

Parts and materials outside standard PM materials = cost +15%

Terms: Net 30

Sincerely,

Roland Hill

General Manager

PO Box 12084, Fort Worth, Texas 76110 Office:817-293-8030 Cell:817-888-1747
Email:roland.hill@jetbridgeamerica.com

Additional breakdown of offer from cover sheet.

Emergency Call Out Rates

Labor	Std. \$75.00 per hour OT \$112.00 pr Hour
Mileage	\$1.00 per mile for truck and tools
Per Diem	\$50.00 per day
Hotel	Cost plus 15% (Estimate \$125.00)
Rental Car	N/A
Admin Fee	N/A

Technical Support Rates

W/O Contact	\$75.00 per Hour
With Contact	Included
P-Card Accept	Yes (3% charge for using CC)
Payment Terms	Net 30

EXHIBIT "B"
COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in the contract documents. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

PAYMENT OF COMPENSATION

Provider shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider's fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by City.

[Provider Rates or Full Price are set forth on Exhibit "A"]

EXHIBIT "C"
SPECIAL INSURANCE RIDER

TYPES AND AMOUNTS OF INSURANCE REQUIRED. Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

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

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Combined Single Limit
-----------------	-----------------------

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

Statutory Amount	Workers' Compensation
\$ 100,000.00	Employer's Liability, Each Accident

\$ 100,000.00 Employer's Liability, Disease - Each Employee

\$ 500,000.00 Employer's Liability, Disease - Policy Limit

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

EXHIBIT B



SAN ANGELO REGIONAL AIRPORT

MATHIS FIELD

8618 Terminal Circle, Suite 101 • San Angelo, Texas 76904 • 325-659-6409 • Fax 325-703-6095

16 May 2017

Litlman Group, Inc.,
dba JETBRIDGE AMERICA
Attn: Roland Hill, General Manager
P.O. Box 12084
Fort Worth, Texas 76110

Option to Extend Contract Terms:

Mr. Roland Hill,

This letter serves as the notification from San Angelo Regional Airport to extend the terms of agreement with Litlman Group, Inc. dba Jetbridge America for maintenance and scheduled preventative maintenance on airport jetbridges an additional period of one (1) year through March 23, 2018. We look forward to working with you this upcoming year.

Respectfully,

Mitch Sprunger

Mitch Sprunger, C.M.
Deputy Airport Director – San Angelo Regional Airport
8618 Terminal Circle, Ste. 101
San Angelo, TX 76904

EXHIBIT C

FIRST AMENDMENT TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SAN ANGELO AND LITLMAN GROUP, INC., DBA JETBRIDGE AMERICA.

This First Amendment to Agreement Between the City of San Angelo and Litlman Group, Inc., dba Jetbridge America ("Agreement") is entered into by and between The City of San Angelo, Texas, a Texas home-rule municipal corporation situated in Tom Green County, Texas ("City"), and LITLMAN GROUP, INC., a for-profit corporation chartered under the laws of the State of Texas ("Provider"), collectively referred to herein as "the Parties."

WHEREAS, the Parties entered into a Non-Professional Services Agreement, effective March 23, 2016, for a one year term with three, one year options in City to extend for a period of one year each; and,

WHEREAS, the Parties wish to confirm extension of the term through March 26, 2018, and amend Section 3 of "Terms" under the Agreement to provide for automatic annual extensions of the term through March 26, 2020;

NOW THEREFORE, in consideration of the premises, and of the mutual promises, covenants, and agreements of the Parties herein set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and are adopted by the Parties as part of this First Addendum to the Agreement.
2. Section 3. is amended to provide that the Parties do hereby acknowledge extension of the term of the agreement through March 26, 2018, and that the agreement shall automatically be extended for additional one (1) year terms on March 26, 2018, and March 26, 2019, unless either Party gives notice to the other of intent that the term not be extended, at least ninety (90) days before expiration of the current or subsequent renewal term then in effect. If not earlier expiring or terminated, this Agreement shall expire on March 26, 2020.
3. All provisions of the Agreement not amended by this First Amendment shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this
First Amendment to Performance Agreement on 5/30/2017 | 8:18 AM CDT

"PROVIDER"
**LITLMAN GROUP, INC., dba JETBRIDGE
AMERICA**

DocuSigned by:
By: Roland Hill
B4F6C9578554B
Roland Hill, General Manager
EMAIL: roland.hill@jetbridgeamerica.com

Date: 5/25/2017 | 10:46 PM CDT

ATTEST:

DocuSigned by:
By: Linda Hill
3F11D607A1B11
Linda Hill, President
EMAIL: linda.hill@jetbridgeamerica.com

"CITY"
CITY OF SAN ANGELO, TEXAS

DocuSigned by:
By: Daniel Valenzuela
31F3B161A342B
Daniel Valenzuela, City Manager

ATTEST:

DocuSigned by:
Bryon Kendrick
Bryon Kendrick, City Clerk

Date: 5/30/2017 | 8:18 AM CDT

APPROVED AS TO FORM:

DocuSigned by:
Dan Saluri
3013C57701842
Daniel T. Saluri, Deputy City
Attorney

Client#: 174

AMERIBR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MJ Insurance, Inc. PO Box 50435 Indianapolis, IN 46250-0435 317 805-7500		CONTACT NAME: MJ Insurance, Inc. PHONE (A/C, No, Ext): 317 805-7542 FAX (A/C, No): 317 805-7515 E-MAIL ADDRESS: certificate@mjinsurance.com															
INSURED Ameribridge, LLC 5425 Poindexter Drive Indianapolis, IN 46236		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co. of Conn</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Prop. Cas. Co. of Am.</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co. of Conn	25682	INSURER B : Travelers Prop. Cas. Co. of Am.	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC		Y6303E108065TCT18	06/01/2018	06/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 GAP EMP LIAB \$1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ PHYS DAMAGE		BA3E15512216CAG	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DED: \$500 COMP/ \$500 COLL
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		CUP3E1080651614	06/01/2018	06/01/2019	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LEASED/RENTED EQ INSTALLATION FLOATER		Y6303E108065TCT18 Y6303E108065TCT1	06/01/2018 06/01/2018	06/01/2019 06/01/2019	\$100,000 LMT/1,000 DED \$500,000 JOBSITE LIMIT \$1,000 DED \$1,500,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder and others, as defined in the written agreement or contract and General Liability additional insured endorsement CG D2 46 08/05 and/or CG D4 58 07/13 (see attached) and Automobile endorsement CA T3 53 02/15, are included as additional insured subject to the terms, conditions and exclusions on the policies.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

San Angelo Regional Airport
 8618 Terminal Circle Suite 101
 San Angelo, TX 76904

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Umbrella Liability is form-following as defined by endorsement UM00 01 11/03, subject to the terms, conditions and exclusions on the policy.

Waiver of Subrogation applies to General Liability per endorsement CG D4 58 07/13, Automobile per endorsement CA T3 53 02/15 and Umbrella per endorsement UM0488 07/08, as permitted by law, subject to the terms, conditions and exclusions on the policies.

Primary & Noncontributory wording applies to General Liability per endorsement CG D2 46 08/05 and Automobile per endorsement CA T3 53 02/15 subject to the terms, conditions and exclusions on the policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER David Carothers c/o Praxiom Risk Management, LLC 123 West Bloomingdale Avenue #300 Brandon, FL 33511	CONTACT NAME: PHONE (A/C, No, Ext): (888) 350-7729 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Nextep, Inc. and Nextep Business Solutions, Inc. Alt. Emp: Ameribridge, LLC 1800 North Interstate Drive Norman, OK 73072	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

NAIC #

40142

COVERAGES

CERTIFICATE NUMBER: 18OK505858367

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below KEVIN STEINGART IS NOT INCLUDED IN WORKER'S COMPENSATION COVERAGE	Y/N Y N/A	WC 56-11-380-05	08/01/2018	08/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Location Coverage Period:	08/01/2018	08/01/2019	Client# 1178-IN

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Ameribridge, LLC
5425 Poindexter Drive
Indianapolis, IN 46235

CERTIFICATE HOLDER

San Angelo Regional Airport
8618 Terminal Circle Suite 101
Longview San Angelo, TX 76904

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ameribridge, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5425 Polindexter Drive

6 City, state, and ZIP code

Indianapolis, IN 46235

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 5 2 2 7 5 3 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► June 5, 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

Consider approving restated bylaws adopted by the Design and Historic Review Commission (Jon James)

Summary/History:

On October 2, 2018, City Council approved an Ordinance revising Chapter 2, Article 2.07 of the City Code of Ordinances to standardize provisions related to City Boards and Commissions, requiring these Board and Commissions revise their By-Laws to conform to these changes within six months of the passage of the Ordinance. These changes intended to standardize general requirements among all boards, committees and commissions, included but not limited to term limits, absences, officers duties, city staff roles, etc.

The revised By-Laws will regulate and provide legal authoritative guidelines by which the Design and Historic Review Commission can conduct its meetings and hear decisions. These By-Laws shall be read in conjunction with the relevant sections of Article 2.07.

Financial Impact:

N/A

Other Information/Recommendation:

On February 28, 2019, the Design and Historic Review Commission recommended approval of the restated by-laws of the Design and Historic Review Commission unanimously by a vote of 6-0.

Attachments:

- | | |
|-----------------------|-----------------------------------|
| 1. Memo (ByLaws-DHRC) | CC_Memo_Revised_ByLaws (2019).pdf |
|-----------------------|-----------------------------------|

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	Approved
Julia Antilley	Final Approval

MEMO

**Meeting**

Date: March 19, 2019

To: CITY COUNCIL

From: Hillary Bueker
Sr. Planner

Request: Consider ratification of restated by-laws of the Design and Historic Review Commission.

Background:

On October 2, 2018, City Council approved an Ordinance revising Chapter 2, Article 2.07 of the City Code of Ordinances to standardize provisions related to City Boards and Commissions, requiring these Board and Commissions revise their By-Laws to conform to these changes within six months of the passage of the Ordinance. These changes intended to standardize general requirements among all boards, committees and commissions, included but not limited to term limits, absences, officers duties, city staff roles, etc.

The revised By-Laws will regulate and provide legal authoritative guidelines by which the Design and Historic Review Commission can conduct its meetings and hear decisions. These By-Laws shall be read in conjunction with the relevant sections of Article 2.07.

Design and Historic Review Commission Action:

On February 28, 2019, the Design and Historic Review Commission recommended approval of the restated by-laws of the Design and Historic Review Commission unanimously by a vote of 6-0.

Requested Action:

Recommend RATIFICATION of restated by-laws of the Design and Historic Review Commission.

Attachments:

Proposed restated by-laws of the Design and Historic Review Commission
Relevant section of Article 2.07 Boards, Committees and Commissions

**BYLAWS OF THE CITY OF SAN ANGELO, TEXAS
DESIGN AND HISTORIC REVIEW COMMISSION**

**ARTICLE I
GENERAL GOVERNING STATUTES, ORDINANCES AND RULES**

These bylaws restate in their entirety and supersede the bylaws of the Commission in effect upon their adoption and approval by the City Council for the City of San Angelo.

The Design and Historic Review Commission shall be governed by the following statutes, ordinances and rules, as amended and supplemented from time to time and to the extent that such statutes, ordinances and rules remain in force and effect.

Chapter 211 "Municipal Zoning Authority", Section 211.003(b) of the Texas Local Government Code.

Article 2.07 "Boards, Committees, and Commissions, Division 1 and Division 5 of the Code of Ordinances, City of San Angelo, Texas

Bylaws of Design and Historic Review Commission

Chapter 551 in the State of Texas Government Code, Texas Open Meetings Act.

**ARTICLE II
OFFICERS**

2.01. Chairperson. The Design and Historic Review Commission shall elect a Chairperson from its members at its first meeting in January. The Chairperson shall:

1. Preside at all meetings of the Commission;
2. Call special meetings of the Commission in accordance with the adopted Bylaws;
3. Execute official documents of the Commission;
4. Ensure that actions required of the Commission are properly taken; and
5. Vote on all matters before the Commission.

In the event the Chairperson vacates the office, the Vice-Chairperson shall succeed and serve as Chairperson for the unexpired term. A new Vice-Chairperson shall be elected at the next regular meeting of the Commission.

2.02. Vice Chairperson. The Design and Historic Review Commission shall elect a Vice Chairperson from its members at its first meeting in January,

2.03. Secretary. The Secretary shall keep the minutes of all meetings of the Commission, shall be the custodian of all books and records of the Commission, prepare and send or deliver such notices as directed by the Commission and in general perform all duties as may be required by the Commission. The Secretary, along with the Historic Preservation Officer, shall coordinate the preservation efforts of the Commission with applicable state and federal agencies and non-profit organizations.

ARTICLE III RULES OF PROCEDURE

3.01. Rules of Order and Procedure. The Design and Historic Review Commission shall adopt rules of order and procedure to regulate meetings of the Commission and other business of the Commission. The rules of order and procedures shall govern procedural matters, shall be kept on file with the Director of Planning, and shall be available for inspection by the public.

3.02. Voting.

(a) Votes taken by the Commission shall be conducted in open meetings upon motion made and seconded, and by a show of hands or verbally. The results of each vote shall be announced by the Chairperson at the time the vote is taken.

(b) On any matter in which the Commission is to offer a recommendation to the City Council, and a tie vote is taken by the Commission, the tie vote shall be forwarded to the City Council without recommendation for approval or disapproval by the Commission.

(c) Unless excused or disqualified from voting, a Commission member shall cast a vote on each motion duly made and seconded. A failure to cast a vote on a duly made and seconded motion by a Commission member who is otherwise required and eligible to vote, shall be deemed by the Chairperson to be a vote in the affirmative.

ARTICLE IV PUBLIC MEETINGS

4.01. Historic Overlay Designations. The Design and Historic Review Commission shall hold at least one public hearing on each proposed Historic Overlay Zone designation and on each application for Certificate of Appropriateness. However, no public hearing shall be scheduled until after the application for the Certificate of Appropriateness is completed and all applicable fees have been paid. The Commission may postpone or table a public hearing on an application for a Certificate of Appropriateness if the Commission finds that additional information relative to the pending application is necessary for its review of the application.

4.02. Regular and Special Meetings. Regular meetings of the commission shall be held on the third Thursday of each month, subject to availability of a quorum or if there is no business for

consideration. Special meetings may be called by the chairperson with notice to commissioners as herein provided.

4.03. Notice

(a) Public Notice. Notice of all meetings of the Design and Historic Review Commission shall be given in compliance with the requirements of the Texas Open Meetings Act. Notice of hearing to consider Historic Overlay zoning designation shall also comply with the code of ordinances, Chapter 12, Exhibit “A” Zoning Ordinance, Article 2, Section 211, and with Article 12.08, “Historic Preservation Tax Abatement,” when applicable. The Director of Planning of the City shall be responsible for compliance with the notice requirements.

(b) Notice to Commissioners. Notice of any meeting of the Commission, whether a regular or a special meeting, shall be given to the members of the Commission at least three (3) days in advance of the meeting, by written notice delivered personally, sent by mail or electronic mail to each member. Such notice shall contain the time, date, place, and the agenda to be considered.

(b) When a property owner objects to property, being included in a Historic Overlay zone, whether an area, site, building(s), or other structure, fixture or object, of historical, architectural, or cultural significance, the affirmative vote of at least six (6) members of the Commission shall be required for a recommendation by the Commission to the City Council that the property be included in a Historic Overlay Zone.

4.04. Agenda. The Director of Planning shall prepare the agendas necessary for Commission meetings. Any member of the Commission may have an item placed on the agenda by timely notifying the Historic Preservation Officer or the Director of Planning pursuant to applicable procedures for preparation of the agenda and public notice.

4.05. Deadlines. The deadline for submission of completed applications to the Design and Historic Review Commission is 5:00 p.m. on the last work day at least fifteen workdays prior to the scheduled Commission meeting.

4.06. Staff. In addition to appointment of a Historic Preservation Officer as provided at Division 5 of Article 2.07 of the Code of Ordinances, City staff or persons serving the Commission shall include:

(a) Director of Planning and Chief Building Official.

The Director of Planning and the Chief Building Official or their designated representatives shall attend all meetings of the Commission and may provide information and make recommendations to the Commission regarding matters within the purview of the Commission.

(b) City Attorney

The City Attorney or designated Assistant City Attorney shall be the legal advisor to the Design and Historic Review Commission.

4.07. Committees. The Chairperson of the Design and Historic Review Commission may, with approval of a majority of the members of the Commission, appoint Special Study Committees and assign tasks to those committees.

4.08. Presentation and Public Comment.

(a) Public comment to the Commission regarding an item on the agenda shall be limited to a three (3) minutes per person or presenter unless such person or presenter requests and receives an allowance of additional time from the presiding officer. The presiding officer may exercise reasonable and unbiased discretion in allowing or not allowing additional time for any person or presenter. The use of a single presenter or spokesperson to represent a group of people having like interests or positions on a matter before the Commission is encouraged.

(b) When there are a large number of persons present who wish to address the Commission on a matter, the presiding officer may reduce below three (3) minutes, the amount of time allowed each person on public comment to address the Commission. When, due to the number of people who wish to address the Commission or for other reasons, there is not time available to complete consideration of a matter or matters on the meeting agenda, the presiding officer may continue the meeting to a later date in a manner compliant with the requirements of the Open Meetings Act.

(c) The order of Consideration of Agenda Items shall be:

1. Staff presents report and recommendation.
2. The Commission may ask questions regarding the staff presentation and report.
3. Proponents of the agenda items are allowed to make public comment.
4. Any opponents are allowed to make public comment.
5. Final comments and discussion.
6. The Commission then takes a vote.

ARTICLE V AMENDMENTS TO BYLAWS

5.01. The bylaws of the Design and Historic Review Commission may be amended by affirmative vote of at least four voting members of the Commission and approval by the City Council.

5.02. Members of the Design and Historic Review Commission shall be provided notice of any proposed amendment to the bylaws at least two (2) weeks prior to any Commission meeting at which consideration of the amendment to the bylaws is on the meeting agenda.

**ARTICLE VI
PARAGRAPH HEADINGS AND TABLE OF CONTENTS**

6.01. The table of contents and the paragraph headings contained herein are for convenience in reference to these bylaws and are not intended to define or to limit the scope of any provision herein.

DULY ADOPTED by the Design and Historic Review Commission,
SUBJECT TO APPROVAL of the City Council of the City of San Angelo, Texas,

this 28st day of February, 2019.

Stephen McLaughlin, Chairperson
Date: February 28, 2019

APPROVED AND ADOPTED BY the City Council for the City of San Angelo, Texas,

this 19th day of March, 2019.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Jon Janes, Planning and Development Services Director

Dan Saluri, Deputy City Attorney

Exhibit A

ARTICLE 2.07 BOARDS, COMMITTEES AND COMMISSIONS

Division 1. Generally

Sec. 2.07.001 Organization and Procedure. Unless otherwise required by statute or this article, all boards and commissions shall be governed as follows:

(1) *Appointment.* Members shall be appointed by a vote of City Council. One member shall be nominated by the mayor. Each of the six remaining member seats shall be designated for a single member district one through six respectively, to be filled by nomination of the councilmember representing the designated single member district. Should any nominee not secure at least four affirmative votes of councilmembers, the mayor or single member district city council member having made the nomination shall schedule a new nomination for vote of the council.

(2) *Attendance.* Any member who fails to attend at least 2/3 of the meetings in a rolling one year period shall be deemed to have automatically resigned from office unless such absences are considered excused as set forth in the board or commission's bylaws.

(3) *Number of members.* Boards shall be composed of seven members.

(4) *Compensation.* All members shall serve without compensation.

(5) *Conflict of interest.*

(A) No member of the board shall participate in any case in which he or she has financial or personal interest in the property concerned, or will be directly affected by the decision, or has any other conflict of interest as defined by applicable law. The determination of "substantial" interest in a business entity, as well as rules affecting participation of board members in cases affected thereby, are described in chapter 171 in the Texas Local Government Code, as amended.

(B) No member of the city council, or person related to a councilmember within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from any board during his/her tenure or for six months thereafter.

(C) None of the following persons or entities shall be eligible for a grant or assistance from any board during his/her tenure or for six months thereafter.

1)The member of the board;

2)A person related to a board member within the second degree by consanguinity or affinity;

3)A legal entity owned by or under the control of the board member or for which the board member serves as an officer, director or member;

4)A legal entity owned by or under the control of a person related to the board

member within the second degree by consanguinity or affinity or for which such person serves as an officer, director or member.

(D) No employee of the department associated with the board, or person related to an employee or supervisor of this department within the second degree by consanguinity or affinity, shall be eligible for assistance from the board during his/her employment or for six months thereafter.

(E) A member may disqualify himself/herself from voting whenever any requestor, or his/her agent, has sought to influence the vote of the member in any setting, other than in the public meeting.

(6) *Election of Officers.* Each board shall include in the adopted bylaws the manner in which officers and committees will be selected. Each board shall have at a minimum a chair, vice-chair, and secretary.

(7) *Meetings.* Each board shall hold regular monthly meetings on a day to be selected by the commission and on other such occasions as may be called by the chairman. Additional meetings may be called as needed. Meetings may be cancelled in months where there is no business to be transacted. All meetings shall be open to the public and held in accordance with the Texas Open Meetings Act. All meetings shall be held within the city limits.

(8) *Minutes.* Board liaisons shall keep a permanent record of all minutes.

(9) *Qualifications.* Members shall be at least 18 years of age and a resident of the City.

(10) *Quorum.* A quorum shall consist of a simple majority of the appointed members, excluding any ex-officio members.

(11) *Removal.* Members may be removed at any time by a 2/3 vote of the City Council without cause.

(12) *Rules, regulations and bylaws.* Each board shall have the power to make rules, regulations and bylaws for its own government and in conformity with the laws of the state and this article. All said rules, regulations, and bylaws shall be approved by the city council.

(13) *Term:* The term of office for each member of the boards shall be two years.

(14) *Term Limit.* No member may serve more than 3 consecutive terms, not including an unexpired term. Members who term out of a position are eligible for reappointment after one year. For the purposes of this Article, the current number of terms held as of the date of passage of this Article stands, with respect to established term limits.

(15) *Vacancies.* All vacancies shall be filled for unexpired terms in the same manner as original appointment. Vacancies for unexpired terms shall be filled for the remainder of the unexpired term.

Division 5. Design and Historic Review

Commission Sec. 2.07.061 Creation; members

(a) A design and historic review commission is hereby created and established within the city.

(b) *Qualifications.* Candidates shall have a known or demonstrated interest in, general knowledge of, and experience relevant to historic preservation or other professional design field within the city.

(c) To the extent that candidates are available among the residents of the community, appointments shall be made by the city council based upon the following qualifications:

- (1) At least two (2) members shall be licensed or otherwise recognized as professional in architecture, landscape architecture, design, engineering, surveying, or related profession;
- (2) At least one (1) member shall be recognized as a historian or a member of a local historic preservation group;
- (3) At least one (1) member shall be an owner of real property within the River Corridor;
- (4) At least one (1) member shall own real property designated or recognized as a community landmark, or within a designated historic district; and
- (5) At least one (1) member shall be a member of a downtown development organization under contract with the city.

Sec. 2.07.062 Ex-officio members. The planning manager and the building official of the city shall serve as nonvoting ex-officio members of the commission.

Sec. 2.07.063 Duties. The duties of the design and historic review commission shall include acting as an advisory commission to the city council in matters of design review relating to historic preservation in the city and development along the Concho River. The responsibility of the commission within the scope of its general authority shall include the authority to:

- (1) Adopt criteria for the designation of historic, architectural, and cultural landmarks and delineation of historic districts, which shall be ratified by the city council.
- (2) Prepare and present to the city council recommendations for policies and ordinances regarding development and all types of signage along the Concho River and other similar bodies of water as designated, which shall be ratified by the city council.
- (3) Conduct surveys and maintain an inventory of significant historic, architectural, and cultural landmarks and all properties located in historic districts within the city.
- (4) Recommend the designation of landmarks, historic districts, and other types of districts.
- (5) Recommend conferral of recognition upon the owners of landmarks or properties within districts by means of certificates, plaques, or markers.
- (6) Increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public educational programs.

- (7) Increase public awareness of the value of open spaces, public spaces, natural habitats, and wildlife along the Concho River and other similar bodies of water as designated by developing and participating in public educational programs.
- (8) Make recommendations to the city council concerning the utilization of state, federal, or private funds to promote the preservation of open and public spaces along the Concho River and other similar bodies of water as designated.
- (9) Make recommendations to the city council concerning the utilization of state, federal, or private funds to promote the preservation of landmarks and historic districts within the city.
- (10) Approve or deny applications for certificates of appropriateness pursuant to provisions of the city zoning ordinance.
- (11) Prepare specific design guidelines for the review of landmarks, districts, and construction and demolition of historic buildings.
- (12) Recommend the acquisition of a landmark structure by the city where its preservation is essential to the purpose of this division and where private preservation is not feasible.
- (13) Recommend the acquisition of land along the Concho River and other similar bodies of water as designated by the city where its proximity to the river is vital to the purpose of this division.
- (14) Recommend to the city council tax abatement and other economic development programs for the preservation of landmarks or historic districts.
- (15) Recommend to the city council tax abatement and other economic development programs for sustainable developments along the Concho River and other similar bodies of water as designated.
- (16) Recommend to the city council the acceptance of the donation of preservation easements and development rights as well as any other gift of value for the purpose of historic and environmental preservation.
- (17) Carry out other duties as specifically delegated to the commission by the city council.

Sec. 2.07.064 Officers. The commission shall elect from the appointed members of the commission a chairperson and a vice-chairperson to serve in the absence of the chairperson. The chairperson and vice-chairperson shall serve in their respective capacities for one (1) year terms or until their term of appointment to the commission expires, whichever shall first occur. No chairperson or vice-chairperson shall serve in such capacity for more than three (3) consecutive years. The planning manager for the city, or the manager's designee, shall serve as secretary to the commission. The commission shall elect such other officers as the commission may establish in its bylaws.

Sec. 2.07.065 Historic preservation officer. The city council or its designee shall appoint a city official, city staff person, or resident of the city having a known or demonstrated interest in, general knowledge of and experience relevant to historic preservation or other professional design field to serve as the historic preservation officer (HPO) for the city, to facilitate the administration of this

division and serve as an advisor to the commission on request of the commission. The historic preservation officer, in coordination with the secretary for the commission and the planning manager or his/her designee, shall coordinate the preservation efforts of the commission with applicable state and federal agencies and nonprofit organizations.

Sec. 2.07.066 Quorum and voting. Five (5) duly appointed regular members of the commission shall constitute a quorum. The affirmative vote of four members is required to approve any item brought before the commission.

Sec. 2.07.067 Minutes. The commission shall keep minutes of its proceedings in a permanent record, and a certified copy of said minutes shall be filed with the secretary for the commission.

Secs. 2.07.068–2.07.080 Reserved

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

Consider approving restated bylaws adopted by the Planning Commission (Jon James)

Summary/History:

On October 2, 2018, City Council approved an Ordinance revising Chapter 2, Article 2.07 of the City Code of Ordinances to standardize provisions related to City Boards and Commissions, requiring these Board and Commissions revise their By-Laws to conform to these changes within six months of the passage of the Ordinance. These changes intended to standardize general requirements among all boards, committees and commissions, included but not limited to term limits, absences, officers duties, city staff roles, etc.

The revised By-Laws will regulate and provide legal authoritative guidelines by which the Planning Commission can conduct its meetings and hear decisions. These By-Laws shall be read in conjunction with the relevant sections of Article 2.07.

Financial Impact:

N/A

Other Information/Recommendation:

On March 18, 2019, the Planning Commission will be presented with these restated Bylaws for approval. A City Council vote is required to ratify the Planning Commission approval.

Attachments:

- | | |
|---------------------------------------|---|
| 1. Memo_Revised_ByLaws_CC (3.19.2019) | Memo_Revised_ByLaws_CC (3.19.2019).docx |
| 2. Revised_ByLaws_CC (3.19.2019) | Revised_ByLaws_CC (3.19.2019).docx |
| 3. Article 2.07 - Ordinance & Exhibit | Article 2.07 - Ordinance & Exhibit.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
Julia Antilley

Approved
Final Approval

MEMO

**Meeting**

Date: March 19, 2019

To: City Council

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

Request: Consideration of approving restated bylaws adopted by the Planning Commission on March 18, 2019.

Background:

On October 2, 2018, City Council approved an Ordinance revising Chapter 2, Article 2.07 of the City Code of Ordinances to standardize provisions related to City Boards and Commissions, requiring these Board and Commissions revise their By-Laws to conform to these changes within six months of the passage of the Ordinance. These changes included:

1. Creating an overarching rule of thumb for all Boards and Commissions related to terms and limits (this speaks to term limits and lengths of term for all boards and commissions that do not specify different terms and limits in their individual specific board ordinance mandated by State Law);
2. Deleting all sections related terms and limits information for all board ordinances that are not uniquely mandated by a superseding state law; and,
3. Addressing all inconsistencies with State Law and cleaning up Chapter 2 as part of the larger effort to clean up the Code of Ordinances.
4. Removing all redundant sections of By-Laws already stated in Article 2.07 (see attached).

The revised By-Laws will regulate and provide legal authoritative guidelines by which the Planning Commission can conduct its meetings and hear decisions. These By-Laws shall be read in conjunction with the relevant sections of Article 2.07.

The following new sections were added by the Planning Division, to ensure compliance with current procedures and the highest ethical standards of the profession:

- A new Section 11 "Code of Ethics" that requires Planning Commissioners to comply with the City Code of Ethics adopted by City Council and the American Planning Association (APA's) "Ethical Principles in Planning";

- Under Section 12 Criteria, include the Land Division and Subdivision Ordinance, Sign Ordinance and other applicable ordinances, plans, and policies for the Commission to review as necessary;
- Under Section 13 Deadlines, reference the Planning Commission Meeting Schedule which includes up-to-date application deadlines.

Planning Commission February 18, 2019 – Discussion Item:

On February 18, 2019, the Planning Commission reviewed the restated Planning Commission bylaws as a discussion item. Planning Staff agreed to bring the item back to the next Planning Commission Meeting of March 18, 2019 for a final vote.

The following is the complete excerpt of the draft minutes from the February 18, 2019, meeting for this item:

Jeff Fisher, Senior Planner, presented the discussion item. He explained that back in October 2018, City Council amended Article 2.07 which set revised standards for the Planning Commission and other city boards and commissions. As part of this amended article, Planning Staff had six months to remove any duplicated sections in the Planning Commission Bylaws and bring back the revised ByLaws for approval by Planning Commission and City Council. Mr. Fisher summarized the changes including the additional requirements for Commissioners to comply with the American Planning Commission's (APA) Code of Ethics, and for application deadlines to follow those on the Planning Commission webpage. Mr. Fisher also discussed the specific changes of Article 2.07 which now allow Planning Commissioners to serve three terms of two years each, and automatic resignations for members who do not attend at least two-thirds of meetings within a 12-month period.

Jon James, Planning Director, indicated that the ByLaws will be brought back for a formal vote at the March 18, 2019 Planning Commission.

Planning Commission March 18, 2019 – Recommendation:

On March 18, 2019, the Planning Commission unanimously **APPROVED** the restated Planning Commission bylaws. (Due to posting requirements, Minutes of this meeting have not been finalized).

City Council Requested Action:

APPROVE the restated bylaws adopted by the Planning Commission on March 18, 2019.

Attachments:

Proposed Revised Planning Commission By-laws

Excerpt from Article 2.07– General and Planning Commission

BY-LAWS OF THE PLANNING COMMISSION OF THE CITY OF SAN ANGELO

These bylaws restate in their entirety and supersede the bylaws of the Commission in effect upon their adoption and approval by the City Council for the City of San Angelo.

- 1. General Governing Statutes, Ordinances and Rules.** The Planning Commission of the City of San Angelo shall be governed by the following statutes, ordinances and rules, as amended and supplemented from time to time and to the extent that such statutes, ordinances and rules remain in force and effect:
 - a. Chapter 211 “Municipal Zoning Authority” in the State of Texas Local Government Code, concerning municipal zoning authority;
 - b. Chapter 212 in the State of Texas Local Government Code, concerning municipal regulation of subdivisions and property development;
 - c. Chapter 551 in the State of Texas Government Code, concerning the open conduct of meetings, recording and notices of meetings;
 - d. Divisions 1 and 2, Article 2.07 in Chapter 2 (Administration) of the Code of Ordinances, 1996, San Angelo, Texas, concerning the Planning Commission;
 - e. the Zoning Ordinance of the City of San Angelo, as described in Exhibit “A” of Chapter 12 (Planning and Development) in the Code of Ordinances, 1996, San Angelo, Texas;
 - f. the Land Development and Subdivision Ordinance of the City of San Angelo, as described in Exhibit “C” of Chapter 12 (Planning and Development) in the Code of Ordinances, 1996, San Angelo, Texas.
- 2. Membership of the Commission.**
 - a. Any member proposing to resign, shall give notice of that intent to the chair and secretary. When a member resigns or a position otherwise becomes vacant, the secretary shall promptly indicate to the City Clerk that a vacancy exists.
 - b. A member shall continue to serve until his successor is duly appointed and qualified.
 - c. A member may serve consecutive one-year terms as chair or vice chair.
 - d. The secretary shall make periodic attendance reports to the Commission, which may form the basis for declaration of a vacancy by the Commission. The vacancy shall be filled in the manner provided for herein.
- 3. Meeting Date, Time and Place.** Regular meetings of the Commission shall be on the third Monday of each month, at 9:00 a.m. in an appropriate venue made available by the City

Manager and located inside the corporate limits of the City of San Angelo, unless otherwise as provided herein.

- a. The number of meetings per month, the schedule of meeting dates, and the place of meetings, may be changed by the Commission at any regularly scheduled meeting or upon call of the chair or secretary.
- b. Additional special meetings may be held at any time, upon the call of the chair or by a majority of voting members of the Commission or upon request of the City Council, following at least a seventy-two hour notice to each member of the Commission. Call of special meeting (at a specified time and place and for specified purposes) at a regular meeting shall be notice thereof to members in attendance at such regular meeting, but other members shall receive written notice thereof. If a special meeting is called on a case or cases subject to notice of hearing, the required notice provisions for the public hearing shall be complied with.

4. Conduct of Meetings.

- a. A majority of the members of the Commission entitled to vote shall constitute a quorum for the transaction of business.
- b. Each case heard before the Commission must be heard by a quorum as provided in Division 1 of Article 2.07 of the Code of Ordinances.
- c. Meetings of the Commission shall be open to the public in compliance with the requirements of the Open Meetings Act, Chapter 551, of the Texas Government Code. The Commission may meet in closed executive session during an open meeting in compliance with the Open Meetings Act.
- d. Order of consideration of each agenda item. The following procedure shall generally be observed for the presentation of relevant evidence and information; however, it may be amended by the chair for individual items, if necessary for the expeditious conduct of business:
 - (1) The chair introduces the item to be considered, summarizing the nature of the request and its location, as described on the meeting agenda.
 - (2) The City staff describes in more detail the nature of the request and its relation to applicable ordinances and regulations of the City. Other relevant evidence available, including witness testimony, is presented by the staff, and a recommendation is provided.
 - (3) The Planning Commission may ask questions of the staff or witnesses, concerning its presentation and report.
 - (4) The applicant outlines the nature of the request and presents supporting evidence including witness testimony, if so desired.
 - (5) Commission members may ask questions of the applicant and supporting witnesses.

- (6) Members of the public, in attendance at the meeting, are given an opportunity to speak and present evidence in favor of or in opposition to the request.
 - (7) Applicant may make rebuttal or add points not previously covered.
 - (8) Staff may respond to points of evidence provided by the applicant or other members of the public, or to points not previously covered.
 - (9) Commission members may ask any final questions of the applicants, witnesses, supporters, opponents, or staff.
 - (10) Commission members shall then deliberate and render a decision, or take the matter under advisement.
- e. Orderly procedure requires that each side shall proceed without interruption by the other.
- f. During the hearing, the chair, Commission members and City staff may ask questions and make appropriate comment pertinent to the case; however, no Commission member should debate or argue an issue with the applicant or any person addressing the Commission.
- g. The chair and other Commission members may direct questions to the applicant or to any person speaking, in order to bring out all relevant facts, and may call for questions from members of City staff or counsel present representing interested parties.
- h. All deliberations and votes taken by the Commission shall be made at a public meeting by a motion made and seconded, and by a show of hands or voice vote. On conclusion of the presentations at a hearing, the Commission may:
 - (1) proceed immediately to deliberation and vote; or
 - (2) defer deliberations and vote until later in the same meeting; or
 - (3) defer deliberation and vote to another specified regular or special meeting of the Commission, in order to obtain additional information or for other good cause.
- i. On any matter for which the Planning Commission offers a recommendation to City Council, a tie vote by the Planning Commission shall be forwarded without recommendation to the City Council for approval or disapproval by the Council in an open meeting with a quorum present.
- j. Recess. Any regular or special meeting may be recessed or adjourned to the following business day, or to the time of any future regular or special meeting properly convened with notice as required by law.
- m. Cancellation. If no business is scheduled before the Commission, or if it is apparent that a quorum will not be available, any meeting may be canceled by the chair or acting chair.

5. Minute Record.

- a. The Commission shall maintain a minute record book which shall be kept posted to date. In the minute record book shall be recorded the Commission's proceedings, showing attendance, all absences, any disqualifications of members, the subject of each deliberation, each vote, each order, decision or action, and all other official actions.
- b. The draft minute record of a Commission meeting shall be presented for approval at next subsequent meeting of the Commission after preparation of the draft. The minute record must be approved by a majority of the Commission members who were present at the meeting described in the minutes. If this is not possible due to change in the make-up of the Commission or other cause, then a majority of the members present and voting shall be all that is necessary to approve the minute record.
- c. The minute record shall be considered filed after each of the following has occurred:
 - (1) the minute record has been approved by the Commission;
 - (2) the secretary has posted the approved minute record in the record book contained in offices of the Planning Division.

6. Requests to Withdraw

- a. As provided in Section 201 of Chapter 12, Exhibit "A" "Zoning Ordinance", once a public hearing has been scheduled in accordance with the Zoning Ordinance, the applicant may request postponement or withdrawal of the application by notifying the Planning Division in writing by 12:00 noon on the Friday preceding the scheduled hearing. If the Planning Division does not receive such notification, the case will be heard as scheduled.
- b. An applicant will be allowed no more than one such postponement of a public hearing. If review of an application is postponed at the request of the applicant and set for hearing on a later date, such application will be reviewed at that time, without recourse to additional requests for postponement by the applicant. However, if public notice and mailed notifications have already been prepared, the applicant shall be responsible for any costs associated with subsequent notices and notifications.
- c. After a public hearing on any matter within the scope of the Zoning Ordinance, the Planning Commission may defer action on it, for a period of time necessary to gather additional information.

7. Rules for a Rehearing (withdrawal)

As provided in Section 201 of Chapter 12, Exhibit “A” “Zoning Ordinance”, if an applicant withdraws an application for any of the following matters, such application shall not be heard within (1) one year thereafter, except as specifically directed by a majority vote of the City Council:

- a. amendment to the Official Zoning Map;
- b. Conditional Use approval; and
- c. Special Use approval.

8. Rules for a Rehearing (final decision)

As provided in Section 201 of Chapter 12, Exhibit “A” “Zoning Ordinance”, the Planning Commission will not hear a request for amendment to the Official Zoning Map, Conditional Use approval or Special Use approval on the same tract of land within one year following the final decision on any previous such request unless:

- a. the Planning Commission is specifically directed by majority vote of the City Council, to hear the subsequent request; or
- b. the subsequent request is for a more restrictive zoning; or
- c. the zoning classification of other nearby properties in the immediate vicinity has changed.

9. Officers of the Planning Commission

- a. Election of Chair and Vice-Chair.

Annually, at its first regular meeting in January, as the first item of new business, the Commission shall elect a chair and vice-chair. The election shall be determined by a majority of those Commission members present and constituting a quorum at said meeting. If such regular meeting is canceled or quorum is lacking, the election shall be held at the next regular or special meeting.

- b. Presiding at Meetings.

If present and able, the chair shall preside at all meetings of the Commission. During the absence or inability of the chair to preside, the vice-chair shall exercise or perform all the duties and be subject to all the responsibilities of the chair. If both are absent or unable to preside, the members present shall appoint an acting chair to preside.

In accordance with these and other applicable rules, the presiding officer shall decide all points of procedure or order, unless otherwise directed by a majority of the members in attendance on a motion duly made and passed. The presiding officer shall maintain order and decorum, and to that end, may order removal of disorderly or disruptive persons. The

presiding officer shall, furthermore, vote on all matters and motions pending before the Commission.

c. Other Duties and Powers of Chair.

In addition to presiding at all meetings and hearings of the Planning Commission, the chair shall have the following additional powers and duties:

- (1) The chair shall appoint such committees as may be found necessary.
- (2) The chair shall call special meetings of the Planning Commission in accordance with the by-laws.
- (3) The chair shall execute official documents as the presiding officer of the Planning Commission.

d. Succession of vice-chair to chair.

The vice-chair shall succeed the chair if the chair vacates office before the term is completed. The installation of the vice chair as chair, and the election of a new vice chair shall occur at the next regular meeting following vacation of the chair's seat on the Commission.

e. Delegation to vice-chair.

The chair may delegate specific duties generally to the vice-chair or may authorize the vice-chair to perform specific duties, during the chair's absence, so that the necessary Commission functions are performed in a timely manner. The vice-chair shall perform all duties so delegated. In case of absence or incapacity of the chair, and on approval by a majority of the Commission, the vice-chair shall perform any or all duties of the chair, whether or not so delegated.

f. Appointment of secretary; duties.

The Planning Director or his or her designee shall serve as secretary to the Planning Commission. The secretary shall attend to correspondence relating to business of the Commission; serve or publish all notices required; attend meetings of the Commission; prepare staff reports and make recommendations to the Commission on matters under deliberation; scrutinize all matters to ensure compliance with applicable rules, ordinances and statutes; maintain custody of the records of the Commission; and generally perform or supervise all clerical work of the Commission.

10. Conduct of Board Members

a. Conflict of Interest.

The conflicted Commission member shall execute an appropriate affidavit, as required by statute, and shall furthermore be required to leave the meeting room during discussion and/or deliberation of the case in which the Commission member has a conflict of interest. After all deliberation and voting by the Planning Commission on the matter is complete, the excused member shall rejoin the Commission.

- (1) If any member has a perceived conflict of interest other than as stated above or in Article 2.07 of the Code of Ordinances, for a specific matter from which he or she desires to be excused, then that Commission member may be excused by a majority vote of the remaining commission members. The Commission member excused must leave the meeting room. After all deliberation and voting by the Planning Commission on that matter is complete, the excluded Commission member shall rejoin the Commission.

b. Required to Vote.

Unless excused or disqualified from voting, for any of the reasons or circumstances itemized herein this Section 10 of these By-Laws, Commission members shall cast a vote on each and every motion duly made and seconded. A failure to cast a vote by a Commission member required and eligible to vote, shall be deemed a vote in the affirmative.

c. Expressions of Bias, Prior to Hearing.

Commission members shall not express any bias, prejudice or individual opinion or judgment on any matter pending before the Commission prior to deliberation on the matter at a scheduled public hearing.

d. Representation.

No member of the Commission shall represent applicants on matters pending or likely to become pending before the Commission. This provision does not limit the right of a Commission member to represent himself on his or her personal application to the Planning Commission.

e. Members Not to Vote Unless Present at Hearing.

No Commission member shall vote on any matter deciding an application pending before the Commission, except after attending the public hearing on that particular matter.

11. Code of Ethics

- a. Planning Commissioners shall comply with the City Code of Ethics as adopted by City Council upon being sworn in as a Commissioner.

- b. Planning Commissioners shall also be guided by the American Planning Association's "Ethical Principles in Planning."

12. Criteria, Required Findings and Other Considerations for Approval from Zoning Regulations

In exercising its power to grant approval of individual requests, the Planning Commission will apply criteria as applicable and referenced in the Zoning Ordinance, Land Division and Subdivision Ordinance, Sign Ordinance, and all other applicable ordinances, plans, and policies.

13. Deadline for Applications

In December of each year, the Secretary of the Planning Commission shall adopt a schedule of regular meetings and appropriate deadline dates therefor, based on guidelines provided by these By-Laws and making allowances for holidays. Applications for presentation of matters to the Planning Commission shall be properly completed and submitted with all attachments and supplementation, and applicable fees paid in full, prior to 5:00 p.m. on or before the deadline posted on the Planning Commission Meeting Schedule for the meeting at which the matter is to be considered. The Secretary shall publish this Schedule on the Planning Commission webpage and retain copies in the Planning Division Office.

14. Miscellaneous

- a. All maps, plats, site plans or photographs, or a copy thereof, submitted to the Planning Commission for presentation purposes shall become the property of the City.
- b. All maps, plats, site plans, photographs or any other exhibits, or a copy thereof, shown to the Planning Commission for presentation by an outside party shall become part of the minute record for that meeting.
- c. Matters referred to the Planning Commission by the City Council shall be placed on the calendar for consideration at the next available meeting of the Commission after such references, subject to notice and notification requirements and deadlines.

15. Amending These By-Laws.

These rules may be amended at any regular or special meeting of the Planning Commission, by a majority of a quorum of the Commission, provided that notice of said proposed amendment is given to each member in writing at least two weeks prior to said meeting.

DULY ADOPTED by the Planning Commission,
SUBJECT TO APPROVAL of the City Council of the City of San Angelo, Texas,

this 18th day of March, 2019.

Travis Stribling, Chairperson
Date: March 18, 2019

APPROVED AND ADOPTED BY the City Council for the City of San Angelo, Texas,
this 19th day of March, 2019.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Jon Janes, Planning and Development Services Director

Dan Saluri, Deputy City Attorney

ORDINANCE 2018-121

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF SAN ANGELO, TEXAS BY DELETING AND REPLACING CHAPTER 2 "ADMINISTRATION AND PERSONNEL", ARTICLE 2.07 "BOARDS, COMMITTEES, AND COMMISSIONS"; DELETING CHAPTER 4 "BUILDING AND CONSTRUCTION"; ARTICLE 4.02 "ADMINISTRATION", SECTION 4.02.01 "CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS"; DELETING SECTION 4.02.002 "APPEALS"; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

- 1) THAT**, Chapter 2, Article 2.07, is hereby deleted and replaced as shown on Exhibit "A".
- 2) THAT**, Chapter 4, Article 4.02, Sections 4.02.001 and 4.02.002 be deleted in the entirety.
- 3) THAT**, all Boards and Commissions of the City of San Angelo are hereby instructed to revise their bylaws to conform with these changes within six months of the passage of this ordinance.
- 4) THAT** the City Clerk is hereby instructed to create staggered terms for the City of San Angelo Development Corporation Board and to adjust all other boards as necessary to ensure appropriate of members.
- 5) THAT**, all remaining provisions not amended by this ordinance remain in full force and effect.
- 6) THAT**, the following severability clause is hereby adopted with this amendment:
SEVERABILITY:
That the terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.
- 7) THAT**, this Ordinance shall be effective on, from, and after the date of its passage and publication as required by law.

INTRODUCED on the 18th day of September, 2018, and finally **PASSED, APPROVED and ADOPTED** on this the 2nd day of October, 2018.

THE CITY OF SAN ANGELO:

DocuSigned by:

65CC121DADB40F...
Brenda Gunter, Mayor

ATTEST:

DocuSigned by:

EE6995EDA4E1475...
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

E822428D610A4D4...
Theresa James, City Attorney

ARTICLE 2.07 BOARDS, COMMITTEES AND COMMISSIONS

Division 1. Generally

Sec. 2.07.001 Organization and Procedure. Unless otherwise required by statute or this article, all boards and commissions shall be governed as follows:

- (1) *Appointment.* Members shall be appointed by a vote of City Council. One member shall be nominated by the mayor. Each of the six remaining member seats shall be designated for a single member district one through six respectively, to be filled by nomination of the councilmember representing the designated single member district. Should any nominee not secure at least four affirmative votes of councilmembers, the mayor or single member district city council member having made the nomination shall schedule a new nomination for vote of the council.
- (2) *Attendance.* Any member who fails to attend at least 2/3 of the meetings in a rolling one year period shall be deemed to have automatically resigned from office unless such absences are considered excused as set forth in the board or commission's bylaws.
- (3) Number of members. Boards shall be composed of seven members.
- (4) *Compensation.* All members shall serve without compensation.
- (5) *Conflict of interest.*
 - (A) No member of the board shall participate in any case in which he or she has financial or personal interest in the property concerned, or will be directly affected by the decision, or has any other conflict of interest as defined by applicable law. The determination of "substantial" interest in a business entity, as well as rules affecting participation of board members in cases affected thereby, are described in chapter 171 in the Texas Local Government Code, as amended.
 - (B) No member of the city council, or person related to a councilmember within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from any board during his/her tenure or for six months thereafter.
 - (C) None of the following persons or entities shall be eligible for a grant or assistance from any board during his/her tenure or for six months thereafter.
 - 1) The member of the board;
 - 2) A person related to a board member within the second degree by consanguinity or affinity;
 - 3) A legal entity owned by or under the control of the board member or for which the board member serves as an officer, director or member;
 - 4) A legal entity owned by or under the control of a person related to the board member within the second degree by consanguinity or affinity or for which such person serves as an officer, director or member.

(D) No employee of the department associated with the board, or person related to an employee or supervisor of this department within the second degree by consanguinity or affinity, shall be eligible for assistance from the board during his/her employment or for six months thereafter.

(E) A member may disqualify himself/herself from voting whenever any requestor, or his/her agent, has sought to influence the vote of the member in any setting, other than in the public meeting.

- (6) *Election of Officers.* Each board shall include in the adopted bylaws the manner in which officers and committees will be selected. Each board shall have at a minimum a chair, vice-chair, and secretary.
- (7) *Meetings.* Each board shall hold regular monthly meetings on a day to be selected by the commission and on other such occasions as may be called by the chairman. Additional meetings may be called as needed. Meetings may be cancelled in months where there is no business to be transacted. All meetings shall be open to the public and held in accordance with the Texas Open Meetings Act. All meetings shall be held within the city limits.
- (8) *Minutes.* Board liaisons shall keep a permanent record of all minutes.
- (9) *Qualifications.* Members shall be at least 18 years of age and a resident of the City.
- (10) *Quorum.* A quorum shall consist of a simple majority of the appointed members, excluding any ex-officio members.
- (11) *Removal.* Members may be removed at any time by a 2/3 vote of the City Council without cause.
- (12) *Rules, regulations and bylaws.* Each board shall have the power to make rules, regulations and bylaws for its own government and in conformity with the laws of the state and this article. All said rules, regulations, and bylaws shall be approved by the city council.
- (13) *Term:* The term of office for each member of the boards shall be two years. For the purposes of this article, the first term of a member shall include the term held as of the date of passage of this Article.
- (14) *Term Limit.* No member may serve more than 3 consecutive terms, not including an unexpired term. Members who term out of a position are eligible for reappointment after one year.
- (15) *Vacancies.* All vacancies shall be filled for unexpired terms in the same manner as original appointment. Vacancies for unexpired terms shall be filled for the remainder of the unexpired term.

Secs. 7.02.002 through 7.02.010 Reserved

Division 2. Planning Commission

Sec. 2.07.011 Creation; members; terms

- (a) There is hereby created within the city a planning board to be known as the planning commission which shall serve for all purposes as the zoning commission required under Chapter 211 of the Texas Local Government Code, as amended.
- (b) All members of the board shall be representative, insofar as possible, of different businesses, professions or occupations.
- (c) No more than three (3) members of the commission shall be in the same, similar or related business, profession or occupation.

Sec. 2.07.012 Removal or resignation of members. Members of the planning commission may be removed by the mayor with the approval of the city council after a public hearing and for cause assigned in writing.

Sec. 2.07.013 Ex-officio members. The director of planning and the director of public works shall be ex-officio, nonvoting members of the planning commission. The director of planning, assisted by staff, shall furthermore serve as recording secretary for the planning commission.

Sec. 2.07.014 Meetings

If a quorum is not present on any regular meeting day in which there is business to be transacted, the chairman shall call a special meeting in order to transact said business with minimum delay. Said chairman shall continue to call special meetings until a quorum is present.

Sec. 2.07.015 Additional duties

In addition to duties delegated to the planning commission by other laws of the city, it shall be the duty of the planning commission to prepare, amend and keep current a master plan for the development of the city, and to make recommendations to the city council relative to long-range planning of all phases of city development that it deems necessary.

Secs. 2.07.016–2.07.025 Reserved

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services,

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

Consider approving restated bylaws adopted by the Zoning Board of Adjustment (Jon James)

Summary/History:

These bylaws restate in their entirety and supersede the bylaws of the Board in effect upon their adoption and shall be effective upon approval by the City Council for the City of San Angelo.

In October 2018 the City Council approved Article 2.07 "Boards and Commissions" Unification Ordinance. Much of what was originally in the Zoning Board of Adjustment's bylaws was covered in Art. 2.07. At the direction of the City Council each board or commission is to approve new bylaws that incorporate Art. 2.07, where an item is unique to that board or commission identify it in their new bylaws.

Financial Impact:

N/A

Other Information/Recommendation:

These revised bylaws will be considered by the Zoning Board of Adjustment at their meeting on March 18, 2019.

Attachments:

- | | |
|--------------------------------|---------------------------------|
| 1. Memo to CC | Memo to CC.docx |
| 2. Exhibit B - Art. 2.07 ord | Exhibit B - Art. 2.07 ord.rtf |
| 3. ZBA_RESTATED_BYLAWS 3-18-19 | ZBA_RESTATED_BYLAWS 3-18-19.pdf |

Presentation:

Approvals/Reviews:

Sherry Bailey	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

MEMO



Date: March 5, 2019
To: City Council
From: Sherry Bailey
Principal Planner

Agenda Item: Zoning Board of Adjustment Proposed Bylaws

Background:

In October 2018 the City Council approved Article 2.07 "Boards and Commissions" Unification Ordinance. Much of what was originally in the Zoning Board of Adjustment's bylaws was covered in Art. 2.07. At the direction of the City Council each board or commission is to approve new bylaws that incorporate Art. 2.07, where an item is unique to that board or commission identify it in their new bylaws. The restated by-laws are Exhibit A in your packet. Exhibit A is the last approved by-laws with the portions that pertain to the new Art. 2.07 Unification Ordinance deleted and some areas of the by-laws restated to make it easier to understand and to make sure all elements of state law are included in the ZBA by-laws. The Zoning Board of Adjustment considered approval of the restated by-laws at a special meeting on March 18, 2019.

Attached you will find a copy of Art. 2.07 Exhibit B; Exhibit A the proposed restated bylaws for the Zoning Board of Adjustment that excludes those areas that duplicate or conflict with Art. 2.07.

Attachment:

Exhibit A Bylaws

Exhibit B Article 2.07 City of San Angelo Code of Ordinance "Boards and Commissions Unification – Ord. as it pertains to the Zoning Board of Adjustment

Official Minute Record
October 2, 2018

Volume 2018
Page 511

ORDINANCE 2018-121

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF SAN ANGELO, TEXAS BY DELETING AND REPLACING CHAPTER 2 "ADMINISTRATION AND PERSONNEL", ARTICLE 2.07 "BOARDS, COMMITTEES, AND COMMISSIONS"; DELETING CHAPTER 4 "BUILDING AND CONSTRUCTION"; ARTICLE 4.02 "ADMINISTRATION", SECTION 4.02.01 "CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS"; DELETING SECTION 4.02.002 "APPEALS"; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

- 1) THAT**, Chapter 2, Article 2.07, is hereby deleted and replaced as shown on Exhibit "A".
- 2) THAT**, Chapter 4, Article 4.02, Sections 4.02.001 and 4.02.002 be deleted in the entirety.
- 3) THAT**, all Boards and Commissions of the City of San Angelo are hereby instructed to revise their bylaws to conform with these changes within six months of the passage of this ordinance.
- 4) THAT** the City Clerk is hereby instructed to create staggered terms for the City of San Angelo Development Corporation Board and to adjust all other boards as necessary to ensure appropriate of members.
- 5) THAT**, all remaining provisions not amended by this ordinance remain in full force and effect.
- 6) THAT**, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

That the terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.
- 7) THAT**, this Ordinance shall be effective on, from, and after the date of its passage and publication as required by law.

INTRODUCED on the 18th day of September, 2018, and finally PASSED, APPROVED and **ADOPTED** on this the 2nd day of October, 2018.

THE CITY OF SAN ANGELO:

DocuSigned by:

Mayor Gunter

65CC121DADB40F...

Brenda Gunter, Mayor

ATTEST:

DocuSigned by:

Bryan Kendrick

EE6995EDA4E1475...

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Theresa James

E822428D610A4D4...

Theresa James, City Attorney

Exhibit A

ARTICLE 2.07 BOARDS, COMMITTEES AND COMMISSIONS

Division 1. Generally

Sec. 2.07.001 Organization and Procedure. Unless otherwise required by statute or this article, all boards and commissions shall be governed as follows:

(1) *Appointment.* Members shall be appointed by a vote of City Council. One member shall be nominated by the mayor. Each of the six remaining member seats shall be designated for a single member district one through six respectively, to be filled by nomination of the councilmember representing the designated single member district. Should any nominee not secure at least four affirmative votes of councilmembers, the mayor or single member district city council member having made the nomination shall schedule a new nomination for vote of the council.

(2) *Attendance.* Any member who fails to attend at least 2/3 of the meetings in a rolling one year period shall be deemed to have automatically resigned from office unless such absences are considered excused as set forth in the board or commission's bylaws.

(3) *Number of members.* Boards shall be composed of seven members.

(4) *Compensation.* All members shall serve without compensation.

(5) *Conflict of interest.*

(A) No member of the board shall participate in any case in which he or she has financial or personal interest in the property concerned, or will be directly affected by the decision, or has any other conflict of interest as defined by applicable law. The determination of "substantial" interest in a business entity, as well as rules affecting participation of board members in cases affected thereby, are described in chapter 171 in the Texas Local Government Code, as amended.

(B) No member of the city council, or person related to a councilmember within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from any board during his/her tenure or for six months thereafter.

(C) None of the following persons or entities shall be eligible for a grant or assistance from any board during his/her tenure or for six months thereafter.

1) The member of the board;

2) A person related to a board member within the second degree by consanguinity or affinity;

3) A legal entity owned by or under the control of the board member or for which the board member serves as an officer, director or member;

4) A legal entity owned by or under the control of a person related to the board member within the second degree by consanguinity or affinity or for which such person serves as an officer, director or member.

(D) No employee of the department associated with the board, or person related to an employee or supervisor of this department within the second degree by consanguinity or

affinity, shall be eligible for assistance from the board during his/her employment or for six months thereafter.

(E) A member may disqualify himself/herself from voting whenever any requestor, or his/her agent, has sought to influence the vote of the member in any setting, other than in the public meeting.

(6) *Election of Officers.* Each board shall include in the adopted bylaws the manner in which officers and committees will be selected. Each board shall have at a minimum a chair, vice-chair, and secretary.

(7) *Meetings.* Each board shall hold regular monthly meetings on a day to be selected by the commission and on other such occasions as may be called by the chairman. Additional meetings may be called as needed. Meetings may be cancelled in months where there is no business to be transacted. All meetings shall be open to the public and held in accordance with the Texas Open Meetings Act. All meetings shall be held within the city limits.

(8) *Minutes.* Board liaisons shall keep a permanent record of all minutes.

(9) *Qualifications.* Members shall be at least 18 years of age and a resident of the City.

(10) *Quorum.* A quorum shall consist of a simple majority of the appointed members, excluding any ex-officio members.

(11) *Removal.* Members may be removed at any time by a 2/3 vote of the City Council without cause.

(12) *Rules, regulations and bylaws.* Each board shall have the power to make rules, regulations and bylaws for its own government and in conformity with the laws of the state and this article. All said rules, regulations, and bylaws shall be approved by the city council.

(13) *Term:* The term of office for each member of the boards shall be two years.

(14) *Term Limit.* No member may serve more than 3 consecutive terms, not including an unexpired term. Members who term out of a position are eligible for reappointment after one year. For the purposes of this Article, the current number of terms held as of the date of passage of this Article stands, with respect to established term limits.

(15) *Vacancies.* All vacancies shall be filled for unexpired terms in the same manner as original appointment. Vacancies for unexpired terms shall be filled for the remainder of the unexpired term.

Secs. 7.02.002 through 7.02.010 Reserved

Division 3. Zoning Board of Adjustment

Sec. 2.07.026 Creation and Appointment of Members

(a) There shall be a zoning board of adjustment that consists of seven (7) regular board member seats and four alternate board member seats to be filled by nomination and appointment by the city council as follows:

(1) Four alternate board member seats shall be designated to be filled by nominations of the mayor and mayor pro-tem with each nominating two of the alternates

(b) Each case before the zoning board of adjustment must be heard by at least six (6) members.

(c) The board shall keep minutes of its proceedings that indicate the vote of each member on each question or the fact that a member is absent or fails to vote. The board shall keep records of its examinations and other official actions. The minutes and records shall be filed immediately in the board's office and are public records.

(d) Removal for Cause. The city council may remove a regular board member or alternate board member for cause on a written charge after a public hearing.

Sec. 2.07.027 Authority

(a) The zoning board of adjustment may:

(1) Hear and decide an appeal that alleges error in an order, requirement, decision or determination made by an administrative official in the enforcement of this division or the zoning ordinance.

(2) Hear and decide special exceptions to the terms of the zoning ordinance when the ordinance requires the board to do so.

(3) Authorize in specific cases, and subject to appropriate conditions and safeguards, a variance from the terms of the zoning ordinance, if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, and so that the spirit of the regulation is observed and substantial justice is done.

(b) In exercising its authority under subsection (a), the board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for the purpose of the board has the same authority as the administrative official.

(c) The concurring vote of six (6) members of the board is necessary to:

(1) Reverse an order, requirement, decision, or determination of an administrative official;

(2) Decide in favor of any applicant on a matter on which the board is required to pass under the zoning ordinance; or

(3) Authorize a variation from the terms of the zoning ordinance;

Sec. 2.07.028 Appeal to the board

(a) Any of the following persons may appeal to the zoning board of adjustment a decision made by an administrative official:

(1) A person aggrieved by the decision; or

(2) Any officer, department, board, or bureau of the city affected by the decision.

(b) The appellant must file with the board and the official from whom the appeal is taken a notice of

appeal specifying the grounds for the appeal. The appeal must be filed within a reasonable time as determined by the rules of the board. On receiving the notice, the official from whom the appeal is taken shall immediately transmit to the board all the papers constituting the record of the action that is appealed.

(c) An appeal stays all proceedings in furtherance of the action that is appealed unless the official from whom the appeal is taken certifies in writing to the board facts supporting the official's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by a restraining order granted by the board or a court of record on application, after notice to the official, if due cause is shown.

(d) The board shall set a reasonable time for the appeal hearing and shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The board shall decide the appeal within a reasonable time.

(e) Prior to the public hearing in which the zoning board of adjustment shall hear an appeal, the following actions shall be made by the board at a separate public hearing:

- (1) Designating of the parties in interest;
- (2) Setting of a reasonable time and date for the appeal hearing;
- (3) Giving of due notice of the appeal hearing to parties in interest;
- (4) Giving of public notice of the appeal hearing; and
- (5) Establishing of protocol for conducting the appeal hearing.

(f) The public hearing for any appeal shall follow the following procedural order except as may otherwise be directed by consensus of the board:

- (1) Identification of parties.
- (2) Identification of documents constituting the record on appeal to the board.
- (3) Identification and admission as evidence of pre-filed documents and any additional documents offered into evidence.
- (4) Presentation by city staff.
- (5) Presentations by identified parties in interest.
- (6) Public comment.
- (7) Rebuttals.
- (8) Discussion and deliberation by board members.
- (9) Motion and decision to affirm, modify, or reverse the decision of the administrative official, with supporting findings of fact applicable under the zoning ordinance.

BY-LAWS OF THE ZONING BOARD OF ADJUSTMENT OF THE CITY OF SAN ANGELO

Article 1. General Governing Statutes, Ordinances and Rules

1.01 Restated Articles. These bylaws restate in their entirety and supersede the bylaws of the Board in effect upon their adoption and shall be effective upon approval by the City Council for the City of San Angelo.

1.02 Governing law. The Zoning Board of Adjustment shall be governed by the following statutes, ordinances and rules, as amended and supplemented from time to time and to the extent that such statutes, ordinances and rules remain in force and effect.

- Chapter(s) 211 of Texas Local Government Code.
- Article(s) 2.07 “Boards, Committees and Boards, Division I and Division 3 of the Code of Ordinances, City of San Angelo, Texas (hereinafter “Code of Ordinances”.
- Chapter 12 of the Code of Ordinances, Exhibit “A” Zoning Ordinance
- Appendix A to the Code of Ordinances, Fee Schedule
- Bylaws of the Zoning Board of Adjustment

Article 2. Membership of the Board

The following additional rules shall apply to the Board:

- 3.01 Removal For Cause. In compliance with Chapter 211 of the Texas Local Government Code, the City Council may remove a regular Board member or alternate Board member for cause, on a written charge and after a public hearing on the matter.
- 3.02 Resignation. When members propose to resign, they shall give notice of their intent to the Board chair and secretary. When any member resigns or a position otherwise becomes vacant for other causes, the secretary shall promptly indicate to the City Council that a vacancy exists.
- 3.03 Board Members Record. The City Clerk shall maintain a record of Board members that includes the Board member’s designation as regular or alternate Board member, whether the nomination is by mayor or single member district council member, including the designated single member district, the date of appointment by city council, and the date of expiration of the term of appointment.

Article 4. Meeting date, time and place.

Regular meetings of the Zoning Board of Adjustment shall be on the first Monday of each month, beginning at 1:30 p.m. in the City Council chambers of City Hall or other appropriate location in San Angelo, Texas.

- 4.01 Meeting Schedule. The number of meetings per month and schedule of meeting dates, as well as the place of meetings, may be altered or changed at any regularly scheduled meeting or upon call of the Chair or Secretary.
- 4.02 Special Meetings. Special meetings may be held at any time, upon the call of the Board chair or upon written request of three (3) Board members, following at least seventy-two hours' notice to each member of the Board. Call of special meeting to be held at a stated time and place, for a stated purpose, made at a regular meeting on the record shall be sufficient notice thereof to all Board members in attendance. Board members not then in attendance shall be provided written notice thereof. If a special meeting is called on a matter requiring notice of hearing, the required notice provisions for the hearing shall be met.

Article 5. Conduct of Meetings

- 5.01 Motion Approval. The concurring vote of a simple majority of members present (and constituting a quorum) is required to approve any motion on a matter except as otherwise required under Article 2.07 of the Code or Ordinance or Chapter 211 of the Texas Local Government Code.
- 5.02 Chair Vote. It shall be customary for the chair to vote on all matters pending before the Zoning Board of Adjustment except in case of recusal for conflict of interest.
- 5.03 Agenda Order. The following order of procedure shall generally be observed for the presentation of relevant evidence and information; however, it may be rearranged by the chair for individual items, if necessary for the expeditious conduct of business:
- a. The chair shall introduce the matter described on the meeting agenda, summarizing the nature of the matter including location of subject property.
 - b. City staff shall describe in more detail the nature of the request and its relation to applicable ordinances and regulations. Other relevant evidence may be presented by staff and a recommendation made. If staff recommends approval of a variance, then one or more criteria incorporated by reference in subsection 11.01 of these bylaws shall be identified as the basis for its recommendation.

- c. The Board may ask questions of the staff, concerning its presentation and report.
 - d. The applicant/appellant shall outline the nature of the request and present supporting evidence including witnesses, if so desired.
 - e. Board members may ask questions of the applicant/appellant and supporting witnesses.
 - f. Members of the public in attendance shall be provided an opportunity to speak and present evidence in favor of or in opposition to the request.
 - g. Staff may make rebuttal or add points not previously covered.
 - h. The applicant/appellant may also cross-examine any witness or member of the staff.
 - i. At the discretion of the Chair, members of the public are given a second opportunity to make rebuttal or add points not previously covered.
 - j. Board members may ask final questions of the applicant/appellant or staff, and proceed with deliberation and making a decision on the matter.
- 5.04 Orderly Procedure. The applicant, staff, witnesses, representatives, and members of the public shall speak only after being recognized by the chair to proceed. Interruption of persons so recognized shall be avoided.
- 5.05 Questions during Hearing. During the hearing, the chair, Board members and the staff may ask questions and make appropriate comment pertinent to the case; however, no member should debate or argue an issue with the applicant.
- 5.06 Question Pertaining to Facts. The chair and Board members may direct any questions to the applicant/appellant or to any person speaking, in order to bring out all relevant facts, and may call for questions from members of the staff.
- 5.07 Evidence Procedure. The Board shall not be bound by strict rules of evidence, or be limited to consideration of such evidence as would be admissible in a court of law, but may exclude irrelevant, immaterial, incompetent, or unduly repetitious testimony or evidence. The chair shall rule on all questions relating to admissibility of evidence, but may be overruled by a majority of board members present.
- 5.08 Motion Requires a Show of Hands. All decisions of the Board shall be made at a public meeting by a motion made and seconded, and by a show of hands.
- 5.09 Chair's Hearing Discretion. The chair may elect, subject to being overruled by a majority of

the Board members in attendance, on a motion duly passed, to:

- a. Proceed immediately to determination and decision, on conclusion of the hearing on the particular case; or
 - b. Defer determination and decision until later in the same meeting; or
 - c. Defer determination and decision until another specified regular or special meeting of the Board, in order to obtain additional information or for other good cause.
- 5.10 Recess. Any regular or special meeting may be recessed or adjourned from day to day, or to the time of any previously announced regular or special meeting.
- 5.11 Cancellation. If no business is scheduled before the Board, or if it is apparent that a quorum will not be available, any meeting may be canceled by the chair.

Article 6. Minutes

- 6.01 Minute Book. The Board shall maintain a minute book which shall be kept posted to date. In the minute book shall be recorded the Board's proceedings, showing attendance and all absences, any disqualifications of members, the records of its examinations and all other official actions, as well as the vote of each member voting on every question.
- 6.02 Approval of Draft Minutes. The draft minute record of a Board meeting shall be presented for approval at a subsequent scheduled meeting of the Board. The draft minute record must be approved by a majority of the members who were present at the meeting for which the minutes are transcribed. If this not possible due to resignations, deaths, or the fact that alternate members were present at the applicable meeting and not present at the current meeting, then a majority of the members present and voting shall be all that is necessary to approve the minutes.
- 6.03 Filed Minutes. The minutes shall be considered filed after each of the following has occurred: a) the minutes have been approved by the Board, b) the Chair or Vice Chair has signed the minutes, and c) the Secretary has posted the minutes in the record book kept in the office of the Planning and Development Services Department.

Article 7. Requests to Withdraw, to Defer or Continue Hearings, or to Amend Applications and Appeals

- 7.01 Withdrawn Appeal. On written request from the applicant/appellant or authorized agent, an application or appeal may be withdrawn at any time before the Board makes its decision in the case.

- 7.02 Deferral or Continuance. On its own motion, or on approval of request by an applicant/appellant or authorized agent, the Board may defer the hearing or provide for continuance. Deferral or continuance of a hearing shall be permitted only for good cause, stated in the motion, shall require re- notice, and shall be conditioned upon repayment of fees by applicant/appellant when deferral or continuance is at the applicant's/appellant's request or is the result of applicant's/appellant's action.
- 7.03 (a) Application Amendment. An applicant/appellant or authorized agent, may amend an application or appeal as a matter of right on written notice of the amendment received by the secretary of the Board not less than fifteen (15) days prior to the scheduled hearing date. An applicant/appellant or authorized agent may submit a written motion to the Board to accept an amendment to an application or appeal less than fifteen (15) days prior to the scheduled hearing date. The Board, shall consider potential prejudice to any other interested party or the public and consider if there is just cause in support of the applicant's/appellant's motion. Granting of such motion shall require the vote of at least four of the Board members present.
- (b) Amendment Once Advertised. On deliberation of an applicant's/appellant's motion to amend, the Board shall make findings regarding: (1) whether there is a substantive difference between the matter as described in public notice and as amended; and, (2) whether the motion to amend includes more restrictive conditions than described in the public notice. If the motion substantively amends the pending application such that prior public notice of the purpose of the hearing is deemed ineffective by the Planning Department Director, re-notice of hearing shall be required, and additional fees shall be paid by the applicant/appellant. Counsel and Planning Department staff shall be permitted to file an amended or updated report and recommendation to the Board prior to deliberation and decision of the Board on an amended application or appeal. Should the Board determine that the proposed amendment involves no substantive change or seeks more restrictive conditions than the application or appeal initially filed, then the Board may waive re- notice and proceed with the hearing as scheduled.

Article 8. Second Hearings

Second Application or Appeal. The Director of the Planning and Development Services Department, or his/her designee, shall determine whether a second application is substantially different from an application or appeal which has been denied during the previous six months and which affects the same piece of property. If the second application or appeal is determined by the Director to be substantively different from and not the same as the former application, it may be deemed by the Director as being an initial application for different relief rather than a second application for the same relief .

Article 9. Officers

- 9.01 Election of Chair and Vice-Chair. Annually, as the first item of new business at the first regular meeting of the Board, the Board shall elect a chair and vice-chair. The election shall be determined by a majority vote of those members present and constituting a quorum at said meeting. If such regular meeting is canceled or a quorum is lacking, the election shall be held at the next regular meeting of the board, subject to call of a special meeting for that purpose. If no quorum can be obtained within thirty-six (36) days of the first regularly scheduled annual meeting, the secretary shall notify the City Council which shall appoint a chair and vice-chair to serve until the next annual regular election.
- 9.02 Succession of Vice-Chair to office of Chair. If the chair resigns his office or the office of chair otherwise becomes vacant, the vice-chair shall succeed to office of chair for the remainder of the chair's term. If the vice-chair succeeds to the office of chair and resigns his office, or the office of vice-chair otherwise becomes vacant, a special election shall be held at the next regular meeting of the Board to select a vice-chair to serve for the remainder of the term.
- 9.03 Presiding at Meetings. (a) The chair shall preside at all meetings and hearings. If the chair is absent or unable to preside, the vice-chair shall preside. If both the chair and vice-chair are absent or unable to preside, the members present shall by majority vote appoint a temporary chair to preside.
- (b) In accordance with these and other applicable rules, the presiding officer shall decide all points of procedure or order, unless otherwise directed by a majority of the members in attendance on motion duly made and passed. The presiding officer shall maintain order and decorum, and to that end, may order removal of disorderly or disruptive persons. Subject to exception for presentations by city staff, the presiding officer shall administer oaths to all witnesses or arrange for such oaths to be administered before a person authorized to administer oaths.
- 9.04 Other Responsibilities and Duties of Chair. The chair shall have additional duties to:
- a. Designate members of the Board to make personal inspections of premises, when necessary or desirable for the proper consideration of matters coming before the Board.
 - b. Assign duly appointed alternates to serve in the absence or disability of regular Board members, or refer this duty to the secretary of the Board.
 - c. Appoint such committees as may be found desirable by the Board relating to duties of the Board or matters coming before the Board.

- 9.05 Delegation to Vice-Chair. The chair may delegate specific duties generally to be performed by the vice-chair, or may authorize the vice-chair to perform specific duties of the chair, during the chair's absence or disability, so that necessary Board functions are performed in a timely manner. The vice-chair shall perform all duties so delegated. In case of absence or incapacity of the chair, and on approval by a majority of the Board, the vice-chair shall perform any or all duties of the chair, whether or not so delegated.
- 9.06 Appointment of Secretary; Duties. The Director of the Planning and Development Department, or designee, shall serve as secretary to the Zoning Board of Adjustment. The secretary shall attend to all correspondence of the Board; provide for service or cause to be published all notices required; attend all Board meetings and hearings (except when excused by the chair and with temporary services arranged); receive and distribute staff reports; assist the Board in articulating and transcribing proper findings and motions; scrutinize all matters to assure compliance with the Zoning Ordinance and these rules; compile all required records; maintain the necessary scheduled, files and indexes; and generally, perform or supervise all clerical work of the Board.

Article 10. Conduct of Board Members

- 10.01 Expressions of Bias, Prior to Hearing. Board members may receive information from the Secretary, counsel to the Board or staff serving the Board, as well as from applicants or appellants, prior to public hearing; however, a Board member shall not express an opinion, bias, or prejudice on a matter coming before the Board prior to its consideration in an open meeting.
- 10.02 No Representation by a Board Member. No member of the Board shall represent an applicant or appellant on any matter that may come before the Board. This provision does not limit the right of a Board member to represent himself or herself, on his or her own application or appeal.
- 10.03 Members Not to Vote Unless Present at Hearing. A Board member shall not vote on any matter deciding an application or appeal, except upon attending the scheduled public hearing on the application or appeal. Should an application or appeal be decided at a meeting of the Board other than when heard at the scheduled public hearing, a board member not being in attendance at the scheduled hearing and not voting pursuant to this provision shall not participate in the Board discussion or deliberation on the matter for a vote, but shall remain and be counted for quorum purposes.

Article 11. Findings and Other Considerations for Approval of Variances from Zoning

Regulations

- 11.01 Criteria. In exercising its power to grant a variance in accordance with zoning regulations, the Zoning Board of Adjustment, in making its findings, shall articulate and reflect in its minute record the specific findings required in support of its decision as required under applicable provisions of the Zoning Ordinance.

Article 12. Miscellaneous

- 12.01 Submission Deadline. The deadline for submission of a complete application for consideration of an appeal, variance or special exception shall be no less than twenty-one (21) days before the regularly scheduled meeting of the Zoning Board of Adjustment at which application is to be considered. A complete application fee, as determined by City Council must accompany the application.
- 12.02 All maps, plats, site plans, photographs or any other exhibits (or copies thereof) presented to the Board shall become the property of the City and maintained by the Board as part of the file record for that matter subject to city policies for retention and disposal.

Article 13. Amendment of Bylaws

- 13.01 Amending Bylaws. These bylaws may be amended at any regular or special called meeting of the Zoning Board of Adjustment, by a majority of a quorum of Board members present, provided that each of the following conditions is met:
- a. The amendment is not in conflict with applicable State law or City ordinance.
 - b. Written notice of the proposed amendment is furnished to each Board member at least seven (7) days prior to the open meeting at which the amendment is to be considered.
 - c. The amendment is approved by city council.

13.02 Suspension of Rule of Procedure. A rule of procedure set forth in the bylaws may be suspended at any meeting by a majority vote of all Board members present, unless suspension of the procedure would be in conflict with applicable State law or City ordinance.

DULY ADOPTED by the Zoning Board of Adjustment,

SUBJECT TO APPROVAL of the City Council of the City of San Angelo, Texas,
this 18th day of March, 2019.

, Chairperson
Date: March 18, 2019

APPROVED AND ADOPTED BY the City Council for the City of San Angelo, Texas,
this 19th day of March, 2019.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO CONTENT

Jon Janes, Planning and Development
Services Director

APPROVED AS TO FORM

Dan Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charlie Kemp, Building Official-Permits & Inspections, Building Permits & Inspections, 325-657-4422

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

Consider approving restated bylaws adopted by the Construction Board of Adjustments and Appeals (Charlie Kemp)

Summary/History:

On October 2, 2018, City Council approved an Ordinance revising Chapter 2, Article 2.07 of the City Code of Ordinances to standardize provisions related to City Boards and Commissions, requiring these Board and Commissions revise their By-Laws to conform to these changes within six months of the passage of the Ordinance. These changes intended to standardize general requirements among all boards, committees and commissions, included but not limited to term limits, absences, officers duties, city staff roles, etc.

The revised by-Laws will regulate and provide legal authoritative guidelines by which the Construction Board of Adjustments and Appeals can conduct its meetings and hear decisions. These By-Laws shall be read in conjunction with the relevant sections of Article 2.07.

Financial Impact:

N/A

Other Information/Recommendation:

On March 7, 2019 the Construction Board of Adjustments and Appeals voted unanimously to approve the proposed by-law changes.

Attachments:

- | | | |
|----|-------------------|-----------------------|
| 1. | CBA Bylaws (2019) | CBA Bylaws (2019).pdf |
|----|-------------------|-----------------------|

Presentation:

Charlie Kemp

Approvals/Reviews:

Charlie Kemp	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

**BYLAWS OF THE CITY OF SAN ANGELO, TEXAS
CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS**

**ARTICLE I
GENERAL GOVERNING STATUTES, ORDINANCES AND RULES**

The Construction Board of Adjustments and Appeals (the “Board”) shall be governed by the following statutes, ordinances and rules, as amended and supplemented from time to time and to the extent that such statutes, ordinances and rules remain in force and effect.

1.01 Chapter(s) 214, Subchapter A of Texas Local Government Code.

1.02 City of San Angelo, Texas Code of Ordinances (the “City Code”).

1.03 Bylaws of the Construction Board of Adjustments and Appeals.

These bylaws restate in their entirety and supersede the bylaws of the Board in effect upon their adoption and approval by the City Council for the City of San Angelo.

**ARTICLE II
OFFICERS**

2.01 The Board, at its first regular meeting in March each year, shall elect a Chair and Vice-Chair. The Building Official, assisted by staff, shall serve as Recording Secretary. In the absence of the Building Official, the Fire Marshall shall fulfill the requirements of Recording Secretary, assisted by staff.

2.02 The duties and powers of the officers of the Board shall be as follows:

Chair:

- a. Preside at all meetings of the Board;
- b. Call special meetings of the Board in accordance with the bylaws;
- c. Sign official documents of the Board;
- d. See that all actions of the Board are properly taken; and
- e. Meet with staff as necessary for the purpose of policy review, procedural review, agenda development, and report to the Board all such meetings and resulting recommendations.

Vice Chair:

- a. Exercise or perform all duties of the Chair in the event of the absence, disability or disqualification of the Chair; and

- b. Succeed the Chair should the Chair's term be vacated for any reason. A new Vice Chair shall be elected at the next regular meeting.

Recording Secretary:

- a. Keep the minutes of all meetings of the Board;
- b. Give or serve all notices required by law or by the bylaws;
- c. Prepare and distribute the agenda for all meetings of the Board as directed by the Board or the Chair;
- d. Be custodian of all Board records and documents;
- e. Inform the Board of all correspondence relating to the business of Board and attend to such correspondence as it relates to existing policy and procedure;
- f. Sign official documents of the Board; and
- g. Maintain a complete set of all laws, ordinances, and codes, and relevant legal documents/commentary in such a manner that they are readily available for Board review and public review.

2.03 In the absence of both the Chair and Vice Chair, the Recording Secretary (Building Official or Fire Marshal) shall call the meeting to order and immediately call for a vote for a temporary presiding Chair, provided a quorum is present. The elected presiding Chair will then conduct the meeting and the Recording Secretary will return to regular duties.

ARTICLE III PROCEDURE AND VOTING

3.01 Procedure.

3.01.1 Order of consideration of each Agenda item shall be determined by the Chair, but shall generally be:

- Staff presentation
- Applicant presentation
- Board questions to any of the previous
- Public comment
- Board votes

3.01.2 Orderly procedures dictate that each side shall proceed without interruption by the other except at the request of the Board. Board members and staff shall refrain from debate or argument of an issue with the applicant.

3.01.3 The Chair and Board may direct any questions to the applicant or to any person speaking, in order to reveal all relevant facts, and may call for questions from members of the staff, including legal staff.

3.01.4 The Board shall not be bound by strict rules of evidence but may exclude irrelevant, immaterial, incompetent, or unduly repetitious testimony or evidence. The Chair may rule on all questions relating to admissibility of evidence, but may be overruled by a majority of Board members present.

3.01.5 The Chair may elect, subject to being overruled by a majority of the Board members in attendance, on a motion duly passed, to:

- a. Proceed immediately to determination and decision at the conclusion of the hearing on the particular case; or
- b. Defer determination and decision until later in the same meeting; or
- c. Defer determination and decision until another specified meeting of the Board for the purpose of obtaining additional information or facts or for other good cause.

3.01.6 A rule or procedure within these by-laws may be waived or suspended at any meeting by a majority vote of all Board members present, unless such rule is set by state law or City Code.

3.02 Voting.

3.02.1 Votes taken by the Board shall be conducted in open meetings upon motion made and seconded, and by a show of hands or verbally. The results of each vote shall be announced by the Chair at the time the vote is taken.

3.02.2 In the event of a tie vote, a tie will be broken by the vote of the Chair who shall in any event vote last. On matters which the Board is to offer a recommendation to the City Council, and a tie vote is taken by the Board, the tie vote shall be forwarded to the City Council without recommendation for approval or disapproval by the Board.

3.02.3 Unless excused or disqualified from voting, a Board member shall cast a vote on each motion duly made and seconded. A failure to cast a vote on a duly made and seconded motion by a Board member who is otherwise required and eligible to vote, shall be deemed by the Chair to be a vote in the affirmative.

3.02.4 No member of the Board shall represent applicants on matters for which the Board is to make determinations. This provision does not limit the right of a member to represent himself on application or appeal before the Board.

ARTICLE IV PUBLIC MEETINGS

4.01 Dangerous Buildings. Hearings on dangerous buildings cases shall be conducted at regular meetings of the Board in accordance with City Code and these Bylaws. Additionally, such hearings shall comply with Chapter 214, Subchapter A of the Texas Local Government Code, as amended.

4.02 Appeals from Building Official Decisions. Hearings on appeals from Building Official decisions shall be conducted at regular meetings of the Board in accordance with City Code and these Bylaws. Board decisions on such appeals shall be based on the applicable International Code Council code standards (the “Standards”) that have been adopted in City Code. In no event shall the Board have authority to waive or grant a variance from the Standards and/or City Code requirements. The Board’s jurisdiction shall be limited to appeals from Building Official decisions regarding the application and interpretation of the Standards and/or City Code requirements.

- a. Appeals shall be initiated by submitting an application to the Building Official on a form promulgated by the City. Applications shall be submitted no later than 5 p.m., seven business days in advance of the next regularly scheduled Board meeting. Applicants shall submit all necessary documentation requested in the application form or by the Building Official as circumstances may require.
- b. Applications requesting a variance or waiver of the Standards and/or City Code requirements shall be denied without proceeding to the Board. The Building Official shall refer an application to the City Manager, or his/her designee, if there is a dispute between the Building Official and applicant as to whether the application falls within the jurisdiction of the Board. The City Manager’s determination on the matter shall be final.
- c. An application may be withdrawn at any time before the Board makes its decision at the hearing. With a majority vote of those present, the Board may continue a hearing for good cause once hearings have begun. Cause shall be stated in the motion for Board vote. Continued hearings shall be set for the next regularly scheduled meeting of the Board, and shall require new public notice in compliance with the Open Meetings Act.

4.03 Agenda. The Building Official, in coordination with the Fire Marshal, shall prepare the agendas necessary for Board meetings. Matters referred to the Board by the City Council shall be placed on the agenda for consideration at the first meeting of the Board after such referral. Any member of the Board may have an item placed on the agenda by timely notifying the Building Official pursuant to applicable procedures for preparation of the agenda and public notice.

4.04 Presentation and Public Comment.

- a. Public comment to the Board regarding an item on the agenda shall be limited to three (3) minutes per person or presenter unless such person or presenter requests and receives an allowance of additional time from the presiding officer. The presiding officer may exercise reasonable and unbiased discretion in allowing or not allowing additional time for any person or presenter. The use of a single presenter or spokesperson to represent a group of people having like interests or positions on a matter before the Board is encouraged.
- b. When there are a large number of persons present who wish to address the Board on a matter, the presiding officer may reduce below three (3) minutes, the amount of time allowed each person on public comment to address the Board. When, due to the number of people who wish to address the Board or for other reasons, there is not time available to complete consideration of a matter or matters on the meeting agenda, the presiding officer may continue the meeting to a later date in a manner compliant with the requirements of the Open Meetings Act.

4.05 Rehearing. A request for rehearing of an application or appeal denied by the Board shall not be allowed on the same property and matter unless: i) the original application is revised to provide an alternative proposal that the Building Official determines fails to meet the Standards and/or City Code requirements; or ii) the Board has rendered a previous ruling interpreting the Standards and/or City Code requirements under similar circumstances that would have likely changed the outcome of its initial ruling. Such circumstances shall allow a rehearing, but in no way have any force in law to compel the Board, after rehearing, to grant the application or appeal. The rehearing shall be considered on its own merits.

Exception. An appeal of a Board Order regarding dangerous buildings must be filed in district court pursuant to City Code and Chapter 214, Subchapter A of the Texas Local Government Code, as amended.

ARTICLE V AMENDMENTS TO BYLAWS

5.01 These Bylaws may be amended at any regular or special meeting of the Board by a majority of those present, and with approval by City Council.

5.02 Notice of any proposed amendment to the Bylaws shall be furnished to each Board member at least seven (7) business days prior to any Board meeting at which consideration of the amendment to the Bylaws is on the meeting agenda.

DULY ADOPTED by the Construction Board of Adjustments and Appeals, SUBJECT TO APPROVAL of the City Council of the City of San Angelo, Texas, this 7th day of March, 2019.

_____, Chair

APPROVED AND ADOPTED BY the City Council for the City of San Angelo, Texas, this ____ day of _____, 2019.

Brenda Gunter, Mayor

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

Jon James, Planning and Development
Services Director

Charlie Kemp, Building Official

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

Consider a resolution approving Engineering Services Policy relating to construction work in city's right-of-way and authorizing the City Engineer to revise the policy as necessary to accomplish the purposes of the policy (Russell Pehl)

Summary/History:

The City of San Angelo maintains street and other rights of way throughout the city where multiple City owned and private entities locate within the City's right of way (ROW). This policy requires that private entities must submit a permit application, required insurance protecting the City and a bond if a project exceeds \$50,000. This policy also includes the following requirements:

- Traffic control plan
- Construction schedule
- Survey of underground facilities
- Material testing
- Non complying work
- Completion of construction work
- Landscape and right of way restoration
- Use of the public right of way
- Responsibility for existing improvements

Financial Impact:

There are no fiscal impacts. There are no proposed permit fees with this policy.

Other Information/Recommendation:

This policy has already been in practice but no written policy was previously adopted.

Attachments:

- | | | |
|----|--|---|
| 1. | 19-095_ES_RESOLUTION R-O-
W_UTILITY_CONST_POLICY_02-01-19 | 19-095_ES_RESOLUTION R-O-
W_UTILITY_CONST_POLICY_02-01-19.docx |
| 2. | 19-095_ES_TELECOMM_FACILITY_R-O-
W_POLICY_FINAL | 19-095_ES_TELECOMM_FACILITY_R-O-
W_POLICY_FINAL.docx |
| 3. | ES_R-O-W_CONST_PMT_APP_Revised 3_11_19 | ES_R-O-W_CONST_PMT_APP_Revised 3_11_19.docx |

Presentation:

Approvals/Reviews:

Russell Pehl	Created/Initiated
Dan Saluri	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, TEXAS, APPROVING CITY POLICY ADOPTED BY CITY ENGINEER RELATING TO CONSTRUCTION WORK IN CITY RIGHTS-OF-WAY AND AUTHORIZING THE CITY ENGINEER TO REVISE THE POLICY FROM TIME TO TIME AS THE CITY ENGINEER MAY DEEM NECESSARY TO ACCOMPLISH THE PURPOSES OF THE POLICY.

WHEREAS, the City of San Angelo maintains street and other rights-of-way throughout the city;
and,

WHEREAS, various utility, cable telecommunications, and other private entities require authorization to perform construction work in city rights-of-way necessary for provision of services essential to the community; and,

WHEREAS, the City Engineer has adopted policies relating to utility and other private service providers construction work in city rights-of-way necessary for efficient joint use of such rights-of-way, protection of city utilities in the rights-of-way and restoration city property; and,

WHEREAS, the council finds that the policy as written, subject to modification from time to time by the City Engineer, serves the best interest of the public and private utility and service providers that require use of city rights-of way;

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

The City Council hereby approves the *“Engineering Services Policy, Electric Utility, Cable, Telecommunications and Other Facilities in City Right-of-Way”*, in substantially the attached form, and authorizes the City Engineer to modify the policy from time to time as the City Engineer deems advisable to serve the purposes of the policy.

ADOPTED THIS _____ DAY OF MARCH, 2019.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Julia Antilley, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Russell Pehl, City Engineer

Theresa James, City Attorney

City of San Angelo
Engineering Services Policy
Electric Utility, Cable, Telecommunications and Other Facilities in City Right-of-Way

Effective February 1, 2019

This policy shall be applicable to permits issued for construction work to be performed in the City of San Angelo public rights-of-way by persons other than City employees. The term “Contractor” shall include the permit Applicant/Facility Owner other than City.

Major Construction Defined

Major Construction is any construction, installation, maintenance, repair, or other work activities on city property or within the public right-of-way, when the construction work includes: (a) a street cut or break in the concrete, asphalt or similar hard surface of a fabricated road bed; (b) excavation or drilling into the surface of a public right-of-way; (c) full or partial obstruction of a public right-of-way; or, (d) work within city property or a public right-of-way and is anticipated to take longer than one (1) calendar day to complete.

Construction permit required for Major Construction

Anyone intending to perform major construction work on city property or within, along or adjacent to a public right-of-way, shall first obtain construction permits to the extent and in the manner required under this policy and applicable city ordinances. This policy shall be deemed to be incorporated into any permit issued for installation, repair, replacement, maintenance or removal of contractor facilities in the public right-of-way or on city property.

Permit

Contractor applications for permits to perform major construction in right-of-way, shall be submitted to the City Engineer upon forms to be provided by the city and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:

- (1) That the facilities will be constructed in accordance with all applicable codes, rules and regulations.
- (2) The location and route of all aboveground facilities to be installed, including separate identification of any new poles.
- (3) The location and route of all underground facilities to be installed, including separate identification of any new facilities.
- (4) The location of all existing underground utilities, conduits, ducts, pipes, mains and installations which are within the public rights-of-way along the underground route proposed by the applicant as discovered by use of the One-Call statute.
- (5) The construction methods to be employed that will adequately protect existing structures, fixtures, and facilities within or adjacent to the public right-of-way.

- (6) Any landscaping that exists on the surface of the area that must be protected during construction or restored after construction.

Engineer Certification of Plans

All permit applications shall be accompanied by the certification of a professional engineer licensed in the state that the drawings, plans and specifications submitted with the application comply with applicable state technical codes, rules and regulations required by state law.)

Traffic-Control Plan

Unless otherwise approved, a construction permit application which involves work on, in, under, across, or along any public right-of-way shall be accompanied by a traffic-control plan demonstrating the protective measures and devices that will be employed, consistent with the Texas Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic. If the contractor does not intend to follow the Texas Manual on Uniform Traffic Control Devices, the construction permit application must include a traffic-control plan, prepared by a professional engineer licensed in the state, demonstrating the protective measures and devices that will be employed and prepared by a professional engineer licensed in the state.

Construction Schedule

The permittee shall submit a written proposed construction schedule to the City Engineer at least five (5) business days or such time as acceptable to the City Engineer before commencing any work in or about the public right-of-way. The permittee shall further notify the City Engineer not less than two (2) business days in advance of any excavation work in the public right-of-way.

Compliance with Permit

All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The City Engineer shall be provided access to inspect the work and such information as he or she may require to ensure compliance with the permit and approved plans.

Display of Permit

The permittee shall maintain a copy of the construction permit and approved plans at the construction site, which shall be displayed and made available to the City Engineer for inspection at all times during construction and until final acceptance of work.

Survey of Underground Facilities

If the construction permit or approved plans specify the location of facilities by depth, line, grade, proximity to other facilities or other standard, the City Engineer may require, on a reasonable suspicion of noncompliance with permit or approved plan, within one hundred eighty (180) days of completion of work, that the permittee provide written verification of the location of such facilities by a registered surveyor. On request of the City Engineer the permittee shall relocate any facilities not located in compliance with approved plans or permit.

Materials Testing

City Engineer or his designee shall approve any required material specifications and required testing. Contractor shall provide testing results from a certified testing laboratory and be responsible for the manner of construction and materials utilized that comply with approved project plans and specifications.

Noncomplying Work

Upon order of the City Engineer, all work and facilities not in compliance with permit, approved plans and specifications, or the requirements under applicable ordinances or state regulations, shall be promptly and diligently brought into compliance by the permittee or removed.

Completion of Construction Work

The permittee shall promptly complete all work activities so as to minimize disruption of the public right-of-way and city property. All construction work authorized by permit within the public right-of-way, including restoration, must be completed no later than one hundred eighty (180) consecutive days after date of issuance of the permit, except as may otherwise be agreed upon by the City Engineer in writing.

Landscape Restoration

All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation, maintenance, repair or replacement of facilities in the public right-of-way or on city property shall be replaced or restored in substantially the same or better a condition as prior to performance of work.

Construction and Completion Bond

For major construction work exceeding an estimated cost of \$50,000, on city property or within, along or adjacent to public right-of-way, a performance installation bond in a form approved by the City, written by a corporate surety acceptable to the city, in a penal sum equal to at least one hundred percent (100%) of the estimated cost of construction of the facilities approved by the City Engineer (excluding cost of plant) shall be deposited with and accepted by the City Risk Manager, 72 West College Avenue, San Angelo, Texas 76903, prior to commencement of any construction work.

(1) The construction bond shall remain in force for one year (365 days) after the final inspection date and substantial completion of restoration of public rights-of-way and other property affected by the construction, as determined by the City Engineer or his or her designee.

(2) The construction bond shall guarantee, to the satisfaction of the city completion of work which shall include:

(A) Timely completion of construction;

(B) Construction in compliance with applicable plans, permits, technical codes and standards;

(C) Proper location of the facilities as specified by the city;

(D) Restoration of public rights-of-way and other property affected by the construction;

(E) The submission as required by and approved by the City Engineer of “as-built” drawings after completion of the work as required by this division;

(F) Timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work.

(3) In the event that performance by a contractor of any of its obligations under the terms of the contractor's construction permit or construction bond and/or the construction requirements imposed by this policy or applicable city ordinance shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of state, by strikes, fire, or flood, or by the occurrence of any other similar event, the contractor shall be excused from such performance for such period of time as is reasonably necessary until such occurrence abates or the effects thereof have dissipated.

Use of Public Right-of-Way

(a) Unreasonable interference with city facilities. Pursuant to the city’s police power to regulate use of public right-of-way for public health and safety, the city maintains the right to allocate location of public facilities among utility and service contractors within, along or adjacent to the public right-of-way. Before a contractor constructs, installs or locates any of its facilities within, along or adjacent to any existing or proposed public right-of-way, the contractor shall contact the City Engineer and verify that the contractor's proposed construction, installation or location of its facilities will not conflict or interfere with any existing utility or service contractor relating to an existing or then planned public right-of-way. If the contractor's proposed location is anticipated by the City Engineer to potentially interfere with existing utility or service contractor facilities in the right-of-way, or such facilities then planned to be located within such public right-of-way, the contractor shall take such reasonable precautionary measures in the installation to avoid the detrimental interference; or, in the alternative, the city shall provide the contractor, to the extent deemed available by the City Engineer, a commercially reasonable alternative location.

(b) Minimal interference with public use. The contractor facilities shall be installed and maintained in a manner that does not adversely impact the public or other existing utility’s or service contractor’s use of the public right-of-way. The contractor shall be responsible for securing whatever agreements are required from private property owners relating to temporary construction areas on private property and other use of private property. The contractor shall comply with all applicable rules, regulations and requirements of the city relating to construction, including, but not limited to regulations relating to: construction permits, construction standards, hours permitted for construction work, traffic control, signage and barricading. The implementation of traffic-control and barricading devices shall be with advance notice and approval of the Traffic Operations Division of the Operations Department of the city, and consistent with the standards and provisions of the Texas Manual on Uniform Traffic Control Devices.

(c) General construction and maintenance requirements. A contractor shall not construct or maintain facilities located within, along or adjacent to the public right-of-way in a manner that:

- (1) obstructs, impedes, or hinders travel on a public right-of-way except pursuant to a plan approved by the City Engineer;
- (2) hinders public safety, health or welfare

- (3) unreasonably interferes with the legal use of a public right-of-way by other utility or service contractors;
- (3) violates nondiscriminatory provisions of applicable local, state and federal codes;
- (4) violates or conflicts with the city's public right-of-way design specifications; or
- (5) violates the federal Americans with Disabilities Act of 1990 as amended, and related federal, state and local regulations (ADA).

(d) Restoration of roadway. All surfaces of any public right-of-way disturbed by a contractor in the construction or maintenance of its facilities, shall be promptly restored at the sole expense of the contractor with the same materials and to the same specifications as the original improved surface, to as good a condition of roadway as before the commencement of the work.

(e) Underground facilities. With the exception of service connections, the contractor shall bury or have buried its underground facilities at least thirty (30) inches below the surface of the public right-of-way and shall place markers at intervals reasonably required to alert the general public of the presence of such underground facilities. In any area of the city where the city currently, or may in the future, require public utilities to place their facilities underground, the contractor shall also place its facilities underground at the sole expense of the contractor.

(f) Joint use of facilities. In order to avoid an undue burden on the infrastructure of the public right-of-way and unnecessary proliferation of utility and service contractor facilities within the public right-of-way, the contractor shall make a good faith effort to accommodate the joint use or co-location of its poles, conduits and facilities located in, along or adjacent to the public right-of-way for such non-discriminatory fees as may be permissible under applicable local, state or federal regulations.

(g) Relocation of facilities. The contractor shall disconnect, relocate or remove all or any portion of its facilities from within, along or adjacent to the public right-of-way when such is required due to street widening, realignment, relocating, or other street related construction, at the sole cost and expense of the contractor.

(h) Temporary relocation of facilities. Upon reasonable advance notice, the contractor shall temporarily raise or lower its wires, cables or other similar facilities upon request of any person when such is necessary for utilization of the right-of-way for transportation purposes such as oversize vehicles or loads or access of an oversize vehicle or load to private property. The contractor may charge a reasonable, non-discriminatory fee directly related to the costs for such accommodation and may require payment in advance.

Location of Contractor Facilities

All contractor facilities located within, along or adjacent to public rights-of-way or on city property shall be constructed, installed and located in accordance with the following:

- 1) A contractor shall install its cable or line facilities within an existing underground duct or conduit whenever excess capacity exists, subject to applicable construction standards and regulations, or except as approved by the City Engineer.

- 2) When any existing electric utility, cable facility or telecommunications facility is located underground within a public right-of-way, additional electric utility, cable or telecommunications facilities shall be installed underground, absent a sufficient demonstration to the City Engineer that underground installation is not feasible or not commercially reasonable in the specific instance.
- 3) Whenever relocation of contractor facilities is due to street widening or realignment, reinstallation of such facilities shall be underground and at the sole cost and expense of the owner of the facilities.
- 4) In determining whether any requirement under this policy is not feasible or commercially reasonable, the City Engineer shall consider, among other things, whether the requirement would likely subject the contractor to an increased incidence of service interruption, would unreasonable delay construction and service, or would otherwise subject the contractor to a substantial technical or economic disadvantage.

Responsibility for Existing Improvements

(a) Interference with improvements. Contractors shall not interfere with any existing improvements within the city's right-of-way without the written consent of the City Engineer and the person owning or having control over the improvements. Such improvements shall be those owned by the city or state, or any telephone, telecommunications, wireless, electric, or cable company, or city franchisee or other public utility.

(b) Moving or relocating improvements. Improvements owned by the city within the right-of-way shall not be moved or relocated to accommodate the contractor unless first approved, in writing, by the City Engineer, and the cost thereof shall be borne by the contractor. The cost of moving privately owned improvements described in subpart (a) of this section shall be similarly borne by the contractor desiring to move or relocate them, subject to such other agreement as may be reached between the interested parties.

(c) Protection of improvements. A contractor shall protect any improvements within the city's right-of-way which may potentially be adversely affected by the contractor, subject to condition that the contractor has actual notice or should reasonably be on notice, of the existence and approximate location of such improvements as described in subpart (a) of this provision. A contractor will be deemed to have notice of the existence and approximate location of improvements in the following circumstances:

- (1) The improvements and location thereof are shown on any map, plat or drawing on file with the City Engineer;
- (2) The improvement or any related equipment or facility to which the improvement is connected, is located above ground in the immediate vicinity; and
- (3) Where a building, house or other structure is located on property abutting the city right-of-way, a contractor is deemed to have notice of the utilities that can reasonably be expected to service such structures and the usual locations within the right-of-way for such facilities, including gas, water, sewer, cable, telecommunications, wireless, electric and telephone facilities.

(d) Duty of owner of improvements. If the contractor has notice of the approximate location of an improvement, other than improvements owned by the city, but cannot readily determine the exact location

thereof, such contractor shall request the owner of such improvements to determine its location, and the owner shall thereupon be responsible for determining and pointing out to such contractor by appropriate means the location of any such improvement.

Damage to Property

A contractor or any person acting on a contractor's behalf shall be responsible for any impairment or damage to city property resulting from the contractor's occupancy within, adjacent to or adjoining public right-of-way.

Restoration of Right-of-Way and Use of Barricades

(a) When a contractor does any work adversely affecting public use of a right-of-way or city property, contractor shall, at its own expense, within seven (7) consecutive days of commencing such work, or such extended period as authorized by the City Engineer, remediate such adverse impact, including removal of obstructions therefrom and restoration of the public right-of-way or city property to as good a condition as existed before the work was undertaken.

(b) When weather or other physical conditions do not permit the complete restoration required by this section, and the public health or safety is in jeopardy, the contractor shall temporarily restore the affected public right-of-way or city property as necessary for continued public use properly addressing immediate public health and safety concerns. Such temporary restoration shall be at the contractor's sole expense. The contractor shall promptly undertake and complete the required permanent restoration when weather or such other physical conditions no longer prevent permanent restoration.

(c) A contractor shall comply with City Code of Ordinances Article 4.07 "Barricading standards and procedures" when undertaking any work in the public right-of-way. Use of barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public shall comply with the *Texas Manual on Uniform Traffic Control Devices*.

Facility maps

(a) Within a reasonable time after completing any new construction of or expansion of existing facilities, but in no case more than sixty (60) days after completion of work, a contractor shall provide the city with one or more maps, which shall be digital if possible, that show each utility facility and that separately illustrate each utility facility for transmission or distribution of the utility's services, that comply with the requirements of Texas Utilities Code, Subtitle C "Telecommunication Utilities, Section 54.258 "Maps", as amended.

(b) Each contractor shall maintain existing maps of all of the contractor's facilities located on city property or within the public right-of-way. As soon as practicable upon request from the city, the contractor shall provide the city local access to any portion of those maps showing the location of the contractor's facilities within the public right-of-way or on city property in any specific geographic area designated by

the city. In the event the contractor does not disclose or incorrectly identifies the location of its underground facilities when requested by the city or when such marking of the location is otherwise required by law or regulation, the city shall have no liability for damage to such undisclosed or misidentified facilities. This provision is not intended to and does not alter or expand the indemnity liability of a certificated contractor under chapters 283 or 284 of the Local Government Code or other state statute.

Types and Amounts of Insurance Required

(a) Contractor shall obtain and continuously maintain in effect at all times during the term of the contractor's franchise or the term of any permit for construction work in City rights-of-way, at Contractor's sole expense, insurance coverage primary to any other insurance and with waiver of subrogation rights against the City of San Angelo, as follows with limits not less than those set forth below:

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

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

2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00 Each Accident Limit

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

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

(b) The liability insurance policies required by this section shall be maintained by the contractor throughout the term of the contractor's franchise or the term of any permit for work in city rights-of-way, and any such other period of time during which the contractor is operating without a franchise or is engaged in the removal of its facilities. **Should contractor receive notice of non-renewal or termination of a liability insurance policy, contractor warrants to city that such notice will be immediately (not later than 24 hours after receipt of such notice) forwarded by registered mail addressed to the City Attorney, 72 West College, Suite 310, San Angelo, Texas 76903.** Within ten (10) days after contractor's receipt of said notice, but in no event later than five (5) days prior to effective date of said non-renewal or cancellation, the contractor shall obtain and furnish to the city certificates of insurance certifying replacement insurance policies meeting the requirements of this section.

(c) With respect to automobile liability insurance coverage, the city will accept certificates of self-insurance issued by the state, which provide the same coverage as required under city policy. The city has the right to require proof of financial stability prior to accepting the proof of self-insurance, provided that defense of the city shall be comparable as provided by an insurance carrier.

(d) The city reserves the right to review the insurance requirements with respect to any contractor, and to reasonably adjust types of insurance coverage and minimum limits required when the city determines that changes in statutory law, court decisions, or the claims history of the industry or the contractor require adjustment of the coverage to protect against perceived additional level of risk.

Indemnity

(a) **Applicant and Contractor shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of work contemplated by the Application and construction permit but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Contractor or Contractor's agent, consultant under contract, or another entity over which Contractor exercises control, or its employees, agents or sub-providers (collectively referred to as "Contractor") (ii) the failure of Contractor to comply with any applicable ordinance, policy or other regulation or the failure of Contractor to conform services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of work contemplated under the construction permit. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-providers, as herein provided, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar law. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of the subject construction permit and the discharge of all other obligations owed by the Applicant and**

Contractor to the City and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Contractor in performing Services contemplated under the construction permit.

(b) The contractor warrants that it shall promptly notify the city, in writing, of any known claim or demand against the contractor related to or arising out of the contractor's activities in the public right-of-way.



City of San Angelo

Right-of-Way Construction Permit Application

Registration # _____
Permit# _____
Expiration Date: _____

APPLICANT INFORMATION

Company's Legal Name (Owner of Facilities)

Address _____ City _____ State _____ ZIP Code _____

(Area Code) Telephone# _____ 24-Hour Emergency Phone# _____ Email Address _____

Contact Person 1 _____ Title _____ Phone# _____ Email Address _____

Contact Person 2 _____ Title _____ Phone# _____ Email Address _____

Is your Company authorized to do business in the State of Texas? (Please check one) Yes _____ No _____

CONTRACTOR INFORMATION

Company's Legal Name (Owner of Facilities)

Address _____ City _____ State _____ ZIP Code _____

(Area Code) Telephone# _____ 24-Hour Emergency Phone# _____ Email Address _____

Contact Person 1 _____ Title _____ Phone# _____ Email Address _____

Contact Person 2 _____ Title _____ Phone# _____ Email _____

Address Is your Company authorized to do business in the State of Texas? (Check one) Yes _____

No _____

Name and Address of Registered Agent for Service of Process:

Completed forms and attachments must be returned with original signatures (no photocopies) to the address below in person or by mail.

Right-of-Way Construction Permit Application

ADDITIONAL INFORMATION

By separate attachment, please furnish the following

- Certificate of Insurance (for applicant – should be filed with Risk Management Office with copy to City Engineer).
- Provide name, address, and phone number of subcontractors, and type(s) of work to be performed by each.
- Items required on checklist [P.5].

Location and Description of Work (include street names, termination points and linear feet of cable work):

Will any pavement be removed, including utility locates? (Check one) Yes___No___

Will traffic lane or sidewalk closure(s) be required? (Check one) Yes___No___

If traffic lane or sidewalk closure is required, a detailed traffic control panel or temporary street closure plan is required, *even* if a permit is not needed. The plan must be submitted with the permit application or 30 days before work is done, if only notice is provided (that is, if no permit application, traffic lane closure is limited to the times set forth in the Right-of-Way Management ordinance).

Anticipated Start Date:_____ Anticipated Completion Date:_____

Must obtain locates from City. Confirmation of City locate:_____

Must call DIG-TESS at (800) 344-8377 DIG-TESS Confirmation Number _____

No Work May Begin Until all Locates are Marked in the Field.

INSTRUCTIONS FOR APPLICANT

- Applicant must submit Application with a copy of plans; a copy of a legible site-specific traffic control plan or street closure plan, if required; a line drawing or aerial photo; and all items required on checklist. Plans must follow ordinance requirements, including North arrow, street names and legend.
- Application must be signed by someone authorized to bind Owner of facilities.
- Forty-eight hours before commencing work, the contractor shall contact the Office of City Engineer (325) 657-4201.
- Contact the City of San Angelo Traffic Operations Division (325) 657-4377, 48 hours prior to working within 500 feet of a signalized intersection.
- Locate marks must be removed when work is complete.
- This Permit will become null and void if construction is not begun on or before _____, 20____.
- The Construction Permit must remain on Project Site when work is being performed.

INTERNAL USE ONLY

Date Received: _____

☐ Complete

☐ Bonds ☐ Insurance ☐ Map ☐ Email Notification Sent _____

☐ Incomplete. Missing items: _____ ☐ Email Notification Sent _____

Right-of-Way Construction Permit Application

I HAVE READ AND UNDERSTAND THE STREETS AND SIDEWALK ORDINANCE (ARTICLE 4.08) AND STANDARDS FOR RIGHT-OF-WAY CONSTRUCTION AS SET FORTH IN THE "CITY OF SAN ANGELO, ENGINEERING SERVICES POLICY, ELECTRIC UTILITY, CABLE, TELECOMMUNICATIONS AND OTHER FACILITIES IN RIGHT-OF WAY".

The undersigned authorizes the City of San Angelo to verify any and all information provided as determined necessary. In addition, the undersigned understands that failure to provide the requested information or providing false information on this form or related attachments may result in disqualification.

THE APPLICANT (OWNER OF FACILITIES) ACKNOWLEDGES THAT APPLICANT HAS REVIEWED AND IS FAMILIAR WITH THE CITY'S STREETS, SIDEWALKS AND CURB CUTS ORDINANCE (ARTICLE 4.08 OF THE CITY OF SAN ANGELO CODE OF ORDINANCES), "CITY OF SAN ANGELO, ENGINEERING SERVICES POLICY, ELECTRIC UTILITY, CABLE, TELECOMMUNICATIONS AND OTHER FACILITIES IN City RIGHT-OF WAY", AND APPLICABLE STATE LAW, AND AGREES THAT APPLICANT SHALL BE BOUND BY SAID ORDINANCE AND POLICY, INCLUDING BUT NOT LIMITED TO THE INDEMNITY PROVISIONS THEREIN. SUCH LIABILITY SHALL INCLUDE, BUT IS NOT LIMITED TO, LIABILITY FOR ALL DAMAGE TO CITY PROPERTY, AND EXPENSES FOR CLEANUP, REMOVAL, REPAIR AND REPLACEMENT OF CITY PROPERTY NECESSARY TO RESTORE THE PROPERTY TO THE SAME CONDITION IT WAS IN PRIOR TO THE DAMAGE INCURRED, PLUS REIMBURSEMENT FOR COSTS INCURRED BY CITY FOR EMERGENCY RESPONSE, IF ANY, RELATING TO DAMAGE TO CITY PROPERTY ARISING OUT OF THE APPLICANT'S CONSTRUCTION WORK UNDER THE PERMIT.

Right-of-Way Construction Permit Application

Notary Public, State of Texas
My Commission Expires: _____

Right-of-Way Construction Permit Application

Notary Public, State of Texas
My Commission Expires: _____

Right-of-Way Construction Permit Application

CHECKLIST FOR PERMIT FOR RIGHT-OF-WAY (R-O-W) USE

Use of this checklist does not remove responsibility of the R-O-W User to review and meet all of the requirements of the R-O-W Management ordinance and other ordinances of the City. It is for convenience only. R-O-W User must meet all requirements, whether listed in the checklist or not. All federal, state and local laws must be followed. Notify the City of San Angelo Office of City Engineer 48 hours before work commences.

Nothing in the City ordinances, policies or permit process allows the applicant to violate any property ownership, to be on third-party facilities or to violate deed restrictions or other private restrictions. It is your responsibility to obtain permission and advise permit staff of any applicable restrictions.

Each place the document advises you to **"STOP"** is there to prevent the denial of your permit. Certain items are required before a permit application can be granted. If you do not have or are unable to produce such items, your permit will be denied.

- **Step One: Registration - All R-O-W Users must have completed all Registration requirements prior to filing an application.**
If you are not registered, **STOP** the permit process and file your registration **FIRST**.

- **Step Two: Authority to Use R-O-W Identified.**
All R-O-W Users must identify under what authority they are allowed to use the R-O-W. That is, whether they are applying pursuant to authorization under a franchise (identify Franchising authority and date of issuance), a license (identify Licensor and date of issuance) or state law (cite the authorizing statute).

- **Step Three: Permission to Use Other R-O-W or Property.**
If a R-O-W user is seeking placement upon city facilities, the R-O-W User must have an Agreement with the City to allow placement on those facilities before a permit application is filed. If you do not have such an Agreement, **STOP** the permit process and obtain the Agreement first.

If the installation planned by the R-O-W User will place facilities within or across land or R-O-W owned by another governmental entity, such as federal, state, transit authority or a private entity such as a railroad or utility R-O-W, you must have permission from that other entity before filing your permit. (Examples include permission from TxDOT to cross highway R-O-W or from a railroad or transit authority to cross railroad R-O-W.) If network node placement will involve a pole owned by another R-O-W User, provide pole attachment agreement.

- **Step Four: Identify Owner. Contractor(s) and Subcontractor (s).**
Identify the owner of the facilities (which should be registered - see Step One), an emergency contact and all contractors and subcontractors, including telephone, email address and physical address.

- **Step Five: Identify location.**
 - o Identify each location for which a permit is sought. Attach additional sheets if necessary.
 - o Indicate if installation will cause entry onto private property.
 - o For network nodes installations, indicate if installation will be in a residential area, underground area, design district, historic district, park or other specially regulated location.

- **Step Six: Attach and appropriately label plans showing location and route.**
Show as required or applicable:
 - o Proposed, approximate location and route of all facilities and the applicant's plan for R-O-W construction on a set of scaled, dimensioned construction plans.
 - o Plan/profile sheet.
 - o GIS shape file.
 - o Before and after street view.
 - o An aerial map.
 - o Indicate current R-O-W lines and any existing city facilities.
 - o Show any proposed underground conduit or other facilities, including depth and dimensions of such facilities.

-
- o Type of casing pipe required, overhead lines, network nodes, ancillary equipment, or any other facilities to be installed;
 - o Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, network nodes, micro-network nodes, or other facilities.
 - o Show a cross-sectional profile.
 - o Provide sectional dimensional drawing for installation of pole to include anchor, any proposed ground equipment and location, provide required completed industry standard individual pole load analysis performed and sealed by an engineer licensed by the State of Texas.
 - o If a street, sidewalk or trail will be affected, provide temporary traffic control / street closure/ safety plan.
 - o Provide detailed plans to remove and replace asphalt or concrete in streets, sidewalks or trails.
 - o Show erosion control measures.
 - o Identify all existing utilities and any existing or potential utility conflicts and methods to be used to protect existing structures, facilities or other already existing installations.
 - o Engineering plans, which will be on a scale of one (1) inch equals fifty (50) feet unless otherwise approved by City Manager.
 - o Other _____

Network Nodes or other attachments:

- o Provide evidence there will be no radio, structural or other interference with public safety, traffic light signal system or other City communications systems or components.
- o Show electric voltage to be used.
- o Show any projecting attachments.
- o If the network node will be concealed or camouflaged, show how that will be accomplished, and if it will not be concealed or camouflaged, please attach an explanation as to why it will not be concealed or camouflaged.
- o All exposed wires be sheathed or enclosed in conduit.
- o Show size and that it meets required size limits.
- o If on a municipal service pole, see instructions for such installation.

• **Step Seven: Time for installation.**

- o Show start date: _____
- o Length of time to complete installation: _____

• **Step Eight: Sign acknowledging indemnity and certify representative status.**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 2019

Item type: Regular Item

Caption:

Second reading and adoption of an ordinance deleting Chapter 10 "Traffic Control", Article 10.01 "General Provisions", Section 10.01.019 "Commercial Vehicles Prohibited" and restricting the operation of certain Commercial Vehicles to Designated Truck Routes within the City of San Angelo (Patrick Frerich)

Summary/History:

The effective and safe distribution of goods and services within San Angelo is critical to our commercial and developing areas. Designated Truck Routes specify roadways that are conducive with such travel and their respective infrastructure. The City of San Angelo is seeking approval from City Council for designating specific roadways within the city limits as allowable to truck traffic with all other roadways restricted from such traffic, except as provided as an exception to the ordinance.

The City of San Angelo currently allows vehicles of all classifications to travel any roadway within the city except 40 roadway sections defined in Section 10.01.019 "Commercial Vehicles Prohibited from Using Certain Streets" of the Code of Ordinances. Aside from these sections, all classifications of vehicles are currently allowed to travel any city street. Commercial truck traffic exceeding 33,000 GVWR places elevated levels of stress on the roadway. Restricting such traffic on lesser roadways could result in extending the life of city roadways as well as positively impacting issues such as noise, pollution, traffic congestion, and safety.

Financial Impact:

Initial installation costs for signs would be approximately \$20,000. Additional annual maintenance costs are expected to be \$2,000 for maintaining, repairing, and replacing signs as necessary.

Other Information/Recommendation:

Staff recommends adopting the ordinance as proposed.

Attachments:

1. 16-062 Designated Commercial Vehicle Ordinance - amended
2. 16-062 Designated Commercial Vehicle Ordinance - amended.docx
2. Designated Truck Routes - Map - Revised as Approved
- Designated Truck Routes - Map - Revised as Approved.pdf

Presentation:

Approvals/Reviews:

Patrick Frerich
Shane Kelton

Created/Initiated
Approved

Theresa James
Anthony Wilson
Candice Blake
Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Approved
Approved
Approved
Approved
Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 10 “TRAFFIC CONTROL”, ARTICLE 10.01 “GENERAL PROVISIONS” OF THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY DELETING AND REPLACING SECTION 10.01.019 “COMMERCIAL VEHICLES PROHIBITED”; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council has placed a priority on improving and maintaining the roadways within the City of San Angelo; and

WHEREAS, roads are designed and built to withstand traffic from certain size vehicles; and

WHEREAS, to protect the roadways from unnecessary wear and tear, the City Council finds it necessary to designate commercial vehicle routes in San Angelo, Texas.

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

SECTION 1. THAT Chapter 10 “Traffic Control”, Article 10.01 “General Provisions”, Section 10.01.019 “Commercial Vehicles Prohibited” is hereby deleted and replaced as set out below.

“Sec. 10.01.019 Commercial Vehicles.

(A) Definitions.

The following definitions shall apply to this Section.

1. *Commercial Vehicle.* Every vehicle designed, maintained, or used primarily for the transportation of property and whose registered gross vehicle weight rating or combined vehicle weight rating exceeds 33,000 pounds.
2. *Designated Truck Routes.* Routes designated and approved by City Council for use by Commercial Vehicles within the City of San Angelo and kept on file in the Office of the Director of Planning and Development.
3. *Public Utility.* A company that provides electrical, gas, cable, internet, or phone service to the general public.

(B) Operation of Commercial Vehicles

Commercial vehicles shall only be operated within the City limits on Designated Truck Routes.

(C) Exceptions

Commercial vehicles may travel on streets or parts of streets not designated as Designated Truck Routes under the following exceptions:

1. Police, fire, emergency, maintenance, garbage, or other similar vehicles operating at the direction of the city, county, state, or public utility.
2. Vehicles with a gross combined weight rating exceeding 33,000 pounds with truck Federal Highway Administration classification of less than class 8. This exception does not apply to a vehicle in tow of a trailer and combined gross weight of the vehicle and trailer exceeds 33,000 pounds.
3. Commercial vehicles used in the delivery or pick up of cargo from businesses or temporary sites, performing service calls, or traveling to or from maintenance locations so long as:
 - (a) Such destinations are not located on or accessible from a Designated Truck Route;
 - (b) The routes traveled to such destinations are as direct from and to Designated Truck Routes as possible; and
 - (c) Travel to and from such destinations by commercial vehicles are controlled, limited, and only as necessary.
4. Commercial vehicles travelling on officially established detours.
5. Commercial vehicles leaving from or returning to its customary storage location where the vehicle can be legally parked or stored while not in use.

(D) Presumption

Any person operating a Commercial Vehicle upon any street or highway which is not a Designated Truck Route as provided for herein, shall have in their possession for inspection of police officers a log book or evidence of destination and point of origin to justify the presence of said vehicle. Failure to have such log book or evidence in his possession shall not be an offense but shall create a presumption that such person is unlawfully operating the Commercial Vehicle in violation of this Article.

(E) Penalty

Any person violating the provisions of this Article shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with the general penalty provision found in section 1.01.009 of this code.”

SECTION 2. THAT any person, firm or corporation violating any provisions of this article shall be guilty of a misdemeanor and upon conviction shall be subject to a fine as provided for in Section 1.01.009 of this Code. Each day of such violation shall constitute a separate offense.

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

SECTION 4. THAT this Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

INTRODUCED with public hearing on the 5th day of March, 2019 and finally PASSED,
APPROVED AND ADOPTED on this the 19th day of March, 2019.

THE CITY OF SAN ANGELO

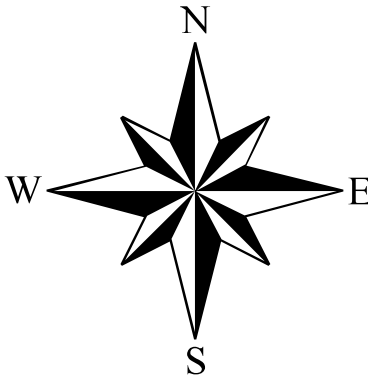
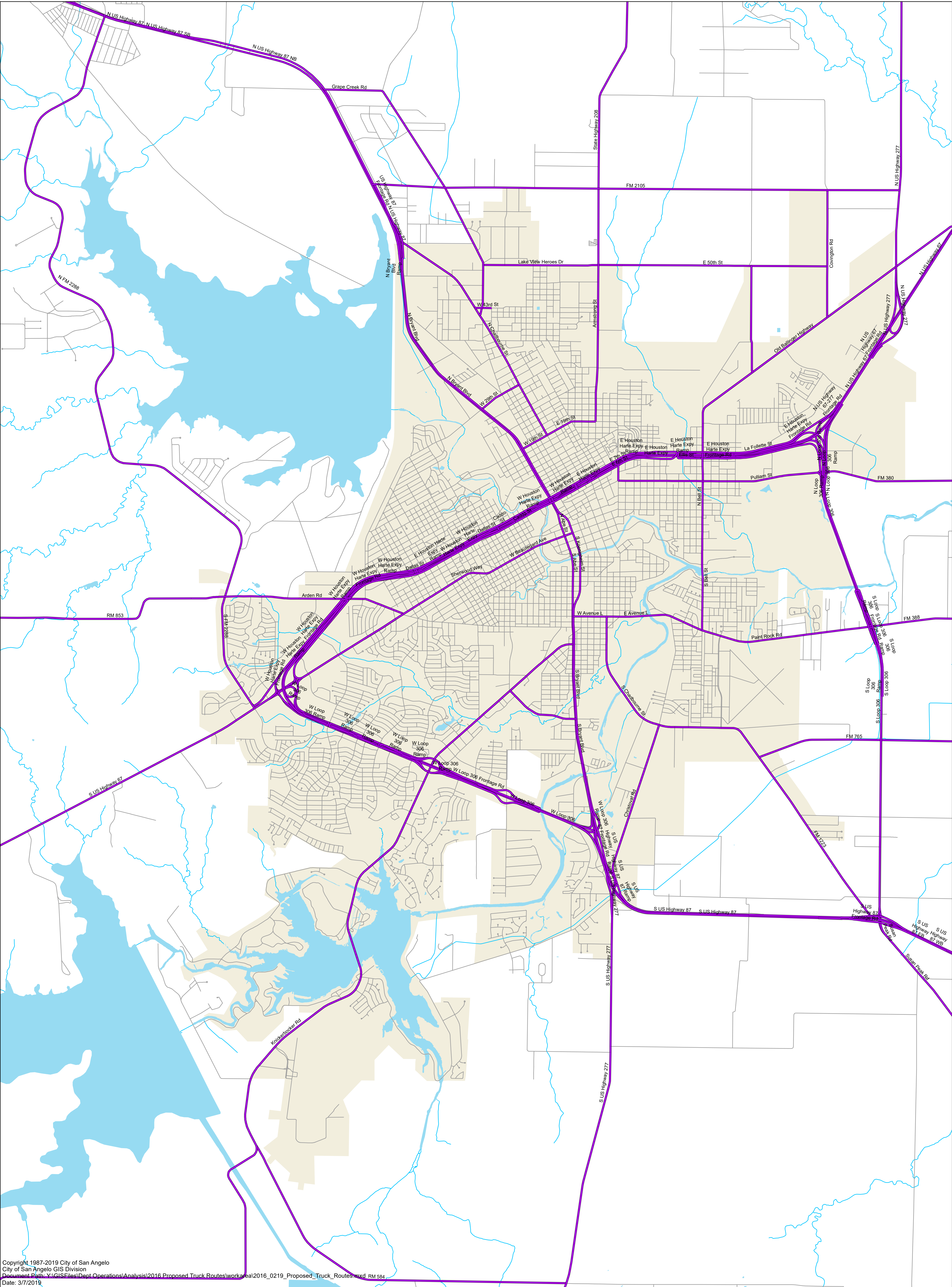
ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

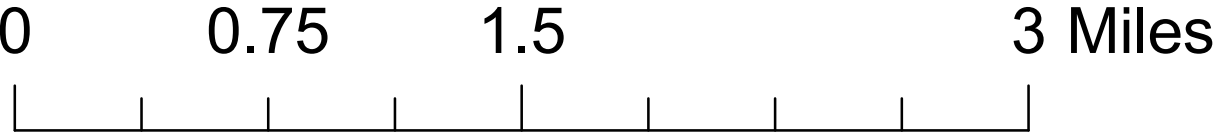
Theresa James, City Attorney



City of San Angelo Proposed Truck Routes



- Truck Routes
- Streets
- City Limits



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget, 325-657-4211

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

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 and grants (Tina Dierschke)

Summary/History:

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

- Police Bullet Proof Vest Grant
- Police Justice Assistance Grant to purchase electronic control devices
- Hickory Water Supply engineering design for final phase

Financial Impact:

See Exhibit A of the ordinance.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-------------------------|--------------------------|
| 1. Ordinance 03.19.19 | Ordinance 01.22.19.docx |
| 2. BA Memos ALL 3.19.19 | BA Memos ALL 3.19.19.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, AND GRANTS.**

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

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2018-2019 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 5th day of March, 2019, and APPROVED and ADOPTED on this 19th day of March, 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)
Intergovernmental Fund	\$36,929	\$36,929	\$-
Hickory Water Supply	\$-	\$586,519	(\$586,519)
Total	\$36,929	\$623,448	(\$586,519)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Police Tasers	Justice Assistance Grant	\$24,619	\$24,619	\$-
Police Bulletproof Vests	Bulletproof Vest Partnership Grant	\$12,310	\$12,310	\$-
Hickory Water Supply Final Phase	Hickory Water Supply Fund Balance and Interest	\$-	\$586,519	(\$586,519)
Total		\$36,929	\$623,448	(\$586,519)

Memo

To: Tina Dierschke, Finance Director

From: Frank Carter, Chief of Police

Date: 03/05/19

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for 2017 Justice Assistance Grant to purchase electronic control devices. Tom Green County is a sub-grantee for this direct award.

Source of Funding:

Department of Justice – Office of Justice Programs. Edward Byrne Justice Assistance Grant.

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

Yes, has been approved by council.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue:			0
JAG Grant	0	24,619	24,619
			0
Expense:			0
Safety Supplies	0	17,661	17,661
Transfer to Tom Green County	0	6,958	6,958

Additional Comments:

Increase revenue account for total amount of grant. (\$24,619)

Increase expenditure account for City's portion of grant. (\$17,661)

Increase transfer to Tom Green County for their portion of the grant. (\$6,958)

Memo

To: Tina Dierschke, Finance Director

From: Frank Carter, Chief of Police

Date: 03/05/19

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Received Bulletproof Vest Partnership (BVP) Grant funding. Need to adjust budget to accommodate anticipated revenue and expense.

Source of Funding:

Bulletproof Vest Partnership (BVP) Grant.

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

Acceptance of grant has been approved bu council.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue:			0
BVP Grant	0	12,310	12,310
			0
Expense:			0
Bulletproof Vest Expense	0	12,310	12,310
			0

Additional Comments:

Memo

To: Tina Dierschke, Finance Director
From: Allison Strube, Water Utilities Director
Date: 02/26/19
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Utilize interest earned from Texas Water Development Board loan to pay for the engineering design phase of the Hickory final phase.

Source of Funding:

Fund balance of Hickory Water Supply (Fund 516) in the amount of \$580,869 and interest year to date of \$5,650

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

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Hickory Water Supply	1,961,999	586,519	2,548,518
			0
			0
			0
			0
			0

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Julia Antilley, City Clerk, City Clerk, 325-657-4405

Meeting Date: March 19, 2019

Item type: Regular Item

Caption:

Consider a resolution supporting the Designation of an Extension of Interstate 27 as a Future Interstate in Texas
(Presentation made by Mayor Brenda Gunter)

Summary/History:

The City of San Angelo supports the designation of the extension of Interstate 27 as a Future Interstate by Congress and urges the Texas Department of Transportation to support such designation.

Financial Impact:

TXDOT estimated it would cost \$7 billion to upgrade 1,000 miles of the Ports-to-Plains Corridor and \$5.2 billion to extend 500 miles of I-27, compared to the \$4.8 billion to rebuild 28 miles of I-35, this is a cost saving option.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | 2019-03-19 (7a) Resolution #2019-0xx Supporting Designation of I-27 Extension as a Future Interstate | 2019-03-19 (7a) Resolution #2019-0xx Supporting Designation of I-27 Extension as a Future Interstate.docx |
|----|--|---|

Presentation:

Mayor Gunter, Daniel Valenzuela

Approvals/Reviews:

Julia Antilley	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

RESOLUTION 2019-0xx

**A RESOLUTION SUPPORTING THE DESIGNATION OF AN EXTENSION OF INTERSTATE 27
AS A FUTURE INTERSTATE IN TEXAS**

WHEREAS, Congress has already designated the Ports-to-Plains Corridor in Texas as a High Priority Corridor on the National Highway System; and

WHEREAS, the Texas Department of Transportation published an *Initial Assessment Report on the Extension of I-27/Ports to Plains Corridor* in November, 2015 which stated: "The corridor will continue to be a critical link to state, national and international trade, growing population centers and critical energy and agricultural business sectors"; and

WHEREAS, according to the *Texas Freight Mobility Plan*, "By 2040 over 73 percent of Texas' population and 82 percent of the state's employment is projected to be located within five miles of an interstate"; and

WHEREAS, Texas has no major north-south interstate west of Interstate 35; and

WHEREAS, the *Texas Freight Mobility Plan* notes that further investment alone on I-35 will not fix the problem saying, "The state must focus not only on improving existing facilities, but also on developing future freight corridors to move products to markets and exports"; and

WHEREAS, the *Texas Freight Mobility Plan* goes on to recommend that TxDOT, "give additional consideration to the extension or designation of other interstate routes. Examples include I-27 and upgrades to portions of US Highway 190 to interstate standards"; and

WHEREAS, the proposed extension of Interstate 27 connects major West Texas population and economic centers including Amarillo, Lubbock, Midland-Odessa and San Angelo in addition to numerous smaller communities; and

WHEREAS, the proposed extension of Interstate 27 intersects with Interstate 40, Interstate 20 and Interstate 10; and

WHEREAS, the proposed extension of Interstate 27 will serve three border crossings with Mexico at Laredo, Eagle Pass and Del Rio; and

WHEREAS, the proposed extension of Interstate 27 will be a major backbone for the energy industry in Texas serving top oil and gas producing counties as well as the growing wind energy industry; and

WHEREAS, the proposed extension of Interstate 27 will also serve the agriculture industry including many of Texas top counties for the production of cotton, cattle, sheep and goats and other commodities; and

WHEREAS, extending Interstate 27 in Texas is also a cost-effective option. The Texas Department of Transportation's *Initial Assessment Report on the Extension of I-27/Ports to Plains Corridor* estimated that it would cost about \$7 billion to upgrade the nearly 1,000 miles of the Ports-to-Plains Corridor from the northern tip of Texas to Laredo. To extend Interstate-27 approximately 500 miles from Lubbock to Laredo is projected to cost \$5.2 billion. Compare that to the \$4.8 billion it cost to rebuild 28 mile section of Interstate 35 east from Interstate 635 to U.S. Highway 380 in Dallas County; and

WHEREAS, an additional cost saving option is associated with the primarily east-west, recently designated, Interstate 14 which includes a proposed segment that overlaps the Ports-to-Plains Corridor between Midland-Odessa and San Angelo, presenting an opportunity for that segment to be jointly designated as Interstate 14 and Interstate 27; and

WHEREAS, a future Interstate designation will be a significant new economic development tool for communities along the corridor. Site selectors for manufacturers, warehousing and distribution

recommend sites along an interstate highway and travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also expand. This will create much needed new jobs and expanded tax base in rural West Texas; and

WHEREAS, while designation as a future interstate is the first step in a very long process before the completion of an interstate highway, that does not lessen the importance of extending Interstate 27.

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

Section 1. That the City of San Angelo supports the designation of the extension of Interstate 27 as a Future Interstate by Congress and urges the Texas Department of Transportation to support such designation.

Section 2. This resolution to be in full force and effect from and after its passage and approval.

Section 3. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

ADOPTED and APPROVED this 19th day of March, 2019.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

(S E A L)

ATTEST:

Julia Antilley, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services,

Meeting Date: March 19, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance approving case PD19-03, a rezoning from Single Family Residential District (RS-1) to a Planned Development (PD) Zoning District on an unaddressed tract located south of the intersection of Merrick Street and Canadian Street to allow for single-family homes to be built covering up to 50% of the lot instead of the normal limit of 40% (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

The applicant, Mr. Aguero, is requesting a Planned Development Zoning District with the underlying zoning being Residential Single Family (RS-1) with the Floor Area Ratio being set at 0.50. This allows the applicant to build larger single family homes on individual lots that can cover up to 50% of the lot, compared to the normal limitation of 40%.

Financial Impact:

N/A

Other Information/Recommendation:

At their February 18, 2019 meeting the Planning Commission voted 6 - 0 to recommend that the City Council approve the Z19-02 rezoning.

Attachments:

- | | |
|----------------------------|------------------------------|
| 1. CC staff report PD19-03 | CC staff report PD19-03.docx |
| 2. Ordinance (PD19-03) | Ordinance (PD19-03).docx |

Presentation:

Jon James

Approvals/Reviews:

Sherry Bailey	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 – MARCH 19, 2019
STAFF REPORT



APPLICATION TYPE:	CASE:		
Rezoning	PD19-03: Aguero		
SYNOPSIS:			
The applicant has applied for a rezoning request from the Single-Family Residential (RS-1) to Two Family Residential District (RS-2). At the Planning Commission meeting on January 28, 2019 a compromise was reached between the applicant, the Planning Commission and the neighbors. The applicant is now requesting a Planned Development with the underlying zoning being Residential Single Family (RS-1) with the Floor Area Ratio being set at .50. This allows the applicant to build larger single family homes on individual lots and to utilize the greater floor area ratio standards of 0.50 while still only allowing single-family homes.			
LOCATION:		LEGAL DESCRIPTION:	
An unaddressed tract located south of the intersection of Merrick Street and Canadian Street.		Being 3.353 acres out of and part of that certain 10.872-acre tract described and recorded by deed and recorded as Instrument No. 616893. (Trinity West Section Three)	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #2 – Tommy Hiebert Neighborhood: Country Club	RS-1 Single Family Residential	N - Neighborhood	3.353 acres
THOROUGHFARE PLAN:			
Twin Mountain Drive – Urban Arterial Street Required: 80' right-of-way, 64' pavement Provided: 100' right-of-way, 64' pavement Merrick Street (Proposed Extension)– Urban Local Street Required: 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk Provided: 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk required			
NOTIFICATIONS:			
45 notifications mailed within 200-foot radius on February 4, 2019. Zero received in support at this time.			
STAFF RECOMMENDATION:			
The Planning Commission recommended APPROVAL of the rezoning from Single-Family Resentence (RS-1) Zoning District to Planned Development with the underlying zoning remaining Residential Single Family (RS-1) but a greater 0.50 Floor Area Ratio being allowed with a 6 – 0 unanimous vote.			
PROPERTY OWNER/PETITIONER:			
Danny Aguero Sierra Vista Construction			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			



Additional Information: At the January 28, 2019 Planning Commission meeting a consensus was reached between the Planning Commission, the neighbors, the applicant to apply for Planned Development with the underlying zoning to be RS-1 but the allowable Floor Area Ratio to be revised to the greater .50 of lot coverage. This was the reason for the original request and addresses the protections the neighbors were requesting.

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 Neighborhood designation. The primary factor in the description of a quality neighborhood is a stable diverse housing area that attracts and retains long-term residents that ensure the City's residential quality and economic vitality. This area has a good balance of single family, low profile multiple family, a school, commercial and open space area. This area is already has an approved plat with lot sizes which only allow single family structures.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The RS-1 Single Family Residential District with the .50 lot coverage is compatible with the existing residential district. The basic difference is the floor area ratio with lot coverage in RS-1 being .40 and allowing the .50 FAR which is slightly more dense.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** As stated above, this area is zoned RS-1 with the proposed Planned Development allowing slightly different density within this area. The intended use, lot size requirements and setbacks remain the same. The only difference in this case being the denser lot coverage.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The only changed condition is the request by the applicant to be allowed to build larger single family homes on the same size lot which requires a higher Floor Area Ratio.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There is no anticipated environmental impacts as a result of this zone change. The use is essentially the same and all of the original environmental/drainage plans are only minimally affected by the larger home construction.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a**

demonstrated community need. The applicant believes there is a demonstrated need for the larger homes based on the requests he has received and the interest from prospective buyers.

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 requested zone change is anticipated to have no impact on the pattern of urban development in this area.

Planning Commission minutes 2-18-2019

Z19-01 (PD19-03): Aguero

Public hearing and consideration of a request for approval of a rezoning from the Single-Family Residential (RS-1) Zoning District to the Planned Development (PD19-03) Zoning District with an underlying Single-Family Residential (RS-1) Zoning with a maximum floor area ratio of 50% to allow larger single-family homes on individual lots, located west of Tarin Street and north of Twin Mountain Drive on a 3.353-acre unaddressed tract described by deed and recorded as Instrument No. 616893, O.P.R., Tom Green County, Texas.

Sherry Bailey, Senior Planner, presented the proposed Rezoning. She explained that this case was reviewed last month as Z19-01 and tabled to allow the request to be brought forward as a Planned Development (PD) rezoning instead of RS-2. Ms. Bailey explained that the PD would allow the increased floor area ratio (FAR) of 50% without having to rezone the properties to RS-2. She explained that 45 notices were mailed and there was only one response received in opposition expressing concerns about a two-story home. Ms. Bailey explained however, that a two-story home is already allowed in the RS-1 Zoning District. Ms. Bailey reiterated Staff's recommendation of approval has not changed since the previous month, and supports the increased floor area ratio (FAR) through a PD Rezoning.

Chair Stribling opened the meeting for public comment.

One of the owners and applicants, Mr. Austin Aguero, explained he has no intention to build two-story homes on the properties. He indicated that he did not believe there would be any negative impacts on surrounding properties.

Commissioner Brooks asked Mr. Aguero for specifics on what he plans to build on the properties.

Mr. Aguero responded that he plans to build larger single-family homes but have no intent to make these two-story homes.

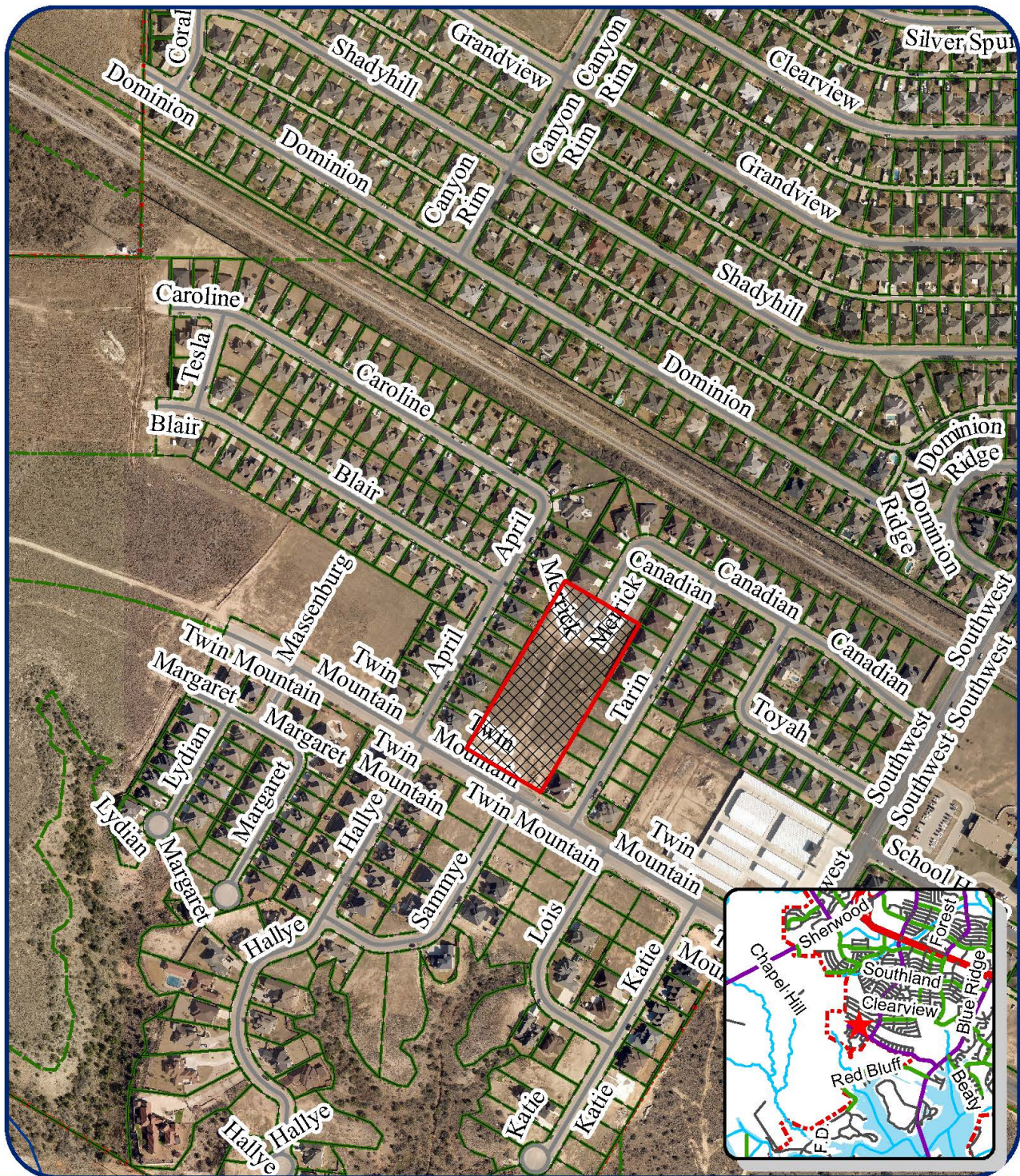
Commissioner Jackson made a Motion to recommend APPROVAL of a Rezoning from the Single-Family Residential (RS-1) Zoning District to the Planned Development (PD19-03) Zoning District with an underlying Single-Family Residential (RS-1) Zoning with a maximum floor area ratio of 50% to allow larger single-family homes on individual lots. Commissioner Smith seconded the motion. The motion PASSED unanimously 6-0.

Recommendation:

The Planning Commission recommended that City Council **APPROVE** the proposed rezoning from the Single-Family Residential (RS-1) Zoning District to the Planned Development Zoning District (PD), on the subject property with the underlying zoning being the RS-1 and the only change being the greater Floor Area Ratio of .50 with a 6 – 0 vote.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Existing Approved Administrative Variances for FAR
Photographs
Notification Map
Resident Letters
Application
Applicant's Response to Zoning Criteria



Aerial Map

Z19-01: Aguero

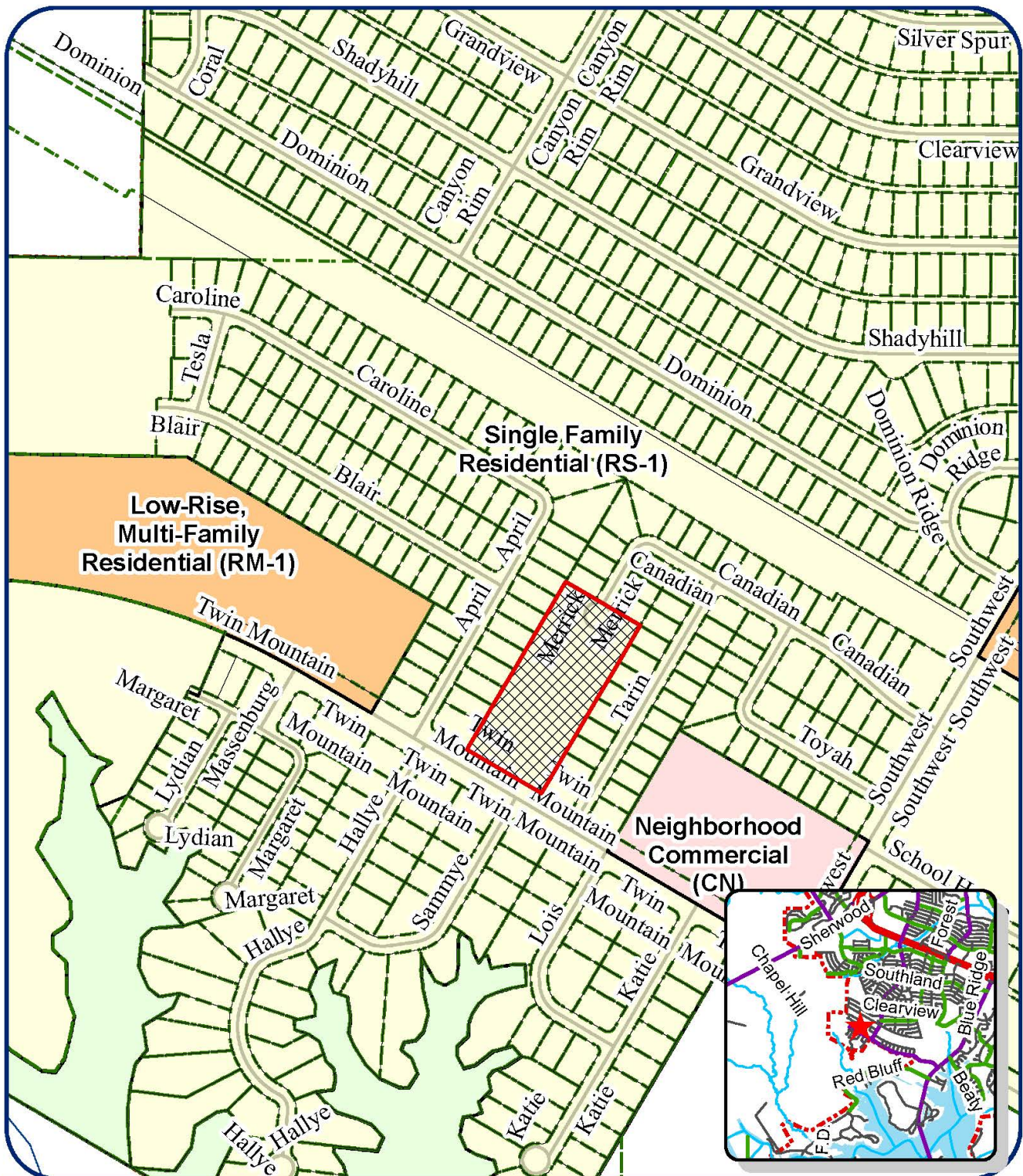
Council District: Tommy Hiebert District 1
Neighborhood: Country Club
Scale: 1" approx. = 375 ft

South Canadian St. & Merrick Ave.

Legend

Subject Properties:
Current Zoning: **Single-Family Residence District (RS-1)**
Requested Zoning Change: **Two Family Residential (RS-2)**
Vision: **Neighborhood**





Existing Zoning

Z19-01: Aguero

Council District: Tommy Hiebert District 1

Neighborhood: Country Club

Scale: 1" approx. = 375 ft

South Canadian St. & Merrick Ave.

Legend

Subject Properties: —

Current Zoning: **Single-Family Residence District (RS-1)**

Requested Zoning Change: **Two Family Residential (RS-2)**

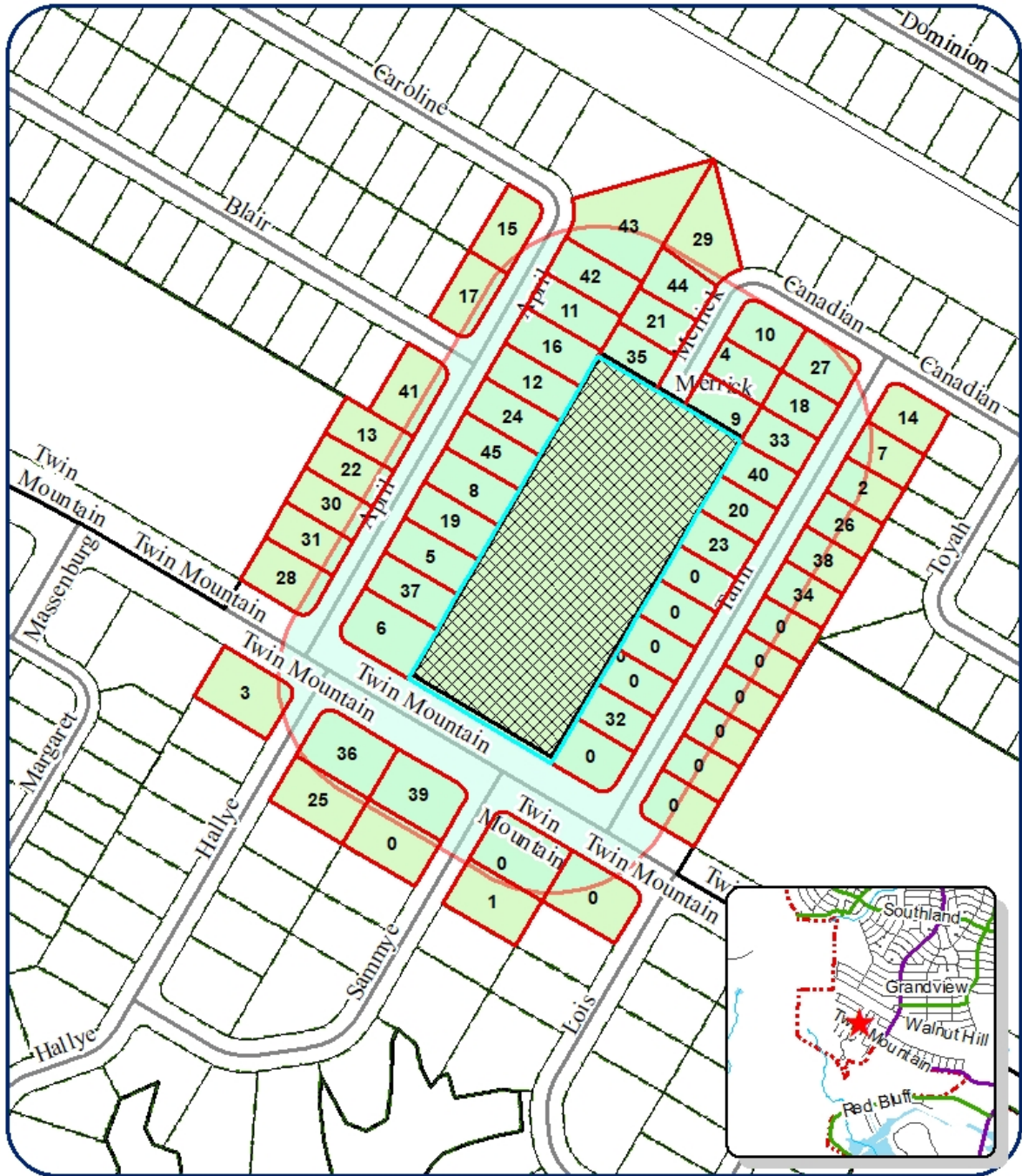
Vision: **Neighborhood**



Existing Approved Administrative Variances for FAR



Notification Map of Property



200 Foot Notification Map

Z19-01: Aguero

Council District: Tommy Hiebert District 1
Neighborhood: Country Club
Scale: 1" approx. = 195 ft

South Canadian St. & Merrick Ave.

Legend

Subject Properties:
Current Zoning: **Single-Family Residence District (RS-1)**
Requested Zoning Change: **Planned Development (PD) underlying zone (RS-1)**
Vision: **Neighborhood**



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): <u>Denny Agüero</u>	
☒ Owner ☐ Representative (Notarized Affidavit Required)	
Mailing Address: <u>8946 Terin St.</u>	City: <u>San Angelo</u> State: <u>TX</u> Zip Code: <u>76904</u>
Contact Phone Number: <u>(325) 212-9257</u>	Contact E-mail Address: <u>sternvistacontraction@live.com</u>
Subject Property Address: <u>Trinity West Subdivision Sections 3</u>	City: <u>San Angelo</u> State: <u>TX</u> Zip Code: <u>76904</u>
Legal Description (can be found on property tax statement or at www.tamarencad.com)	
Existing Zoning: <u>RS-1</u> Proposed Zoning: <u>RS-2</u> Lot size: <u>62X102 - 78.73X102</u>	
(Zoning Map available on City Maps)	
Section 2: Site Specific Details	
Existing Use of Property: <u>Single Family</u>	
*Proposed Use of Property: <u>Single Family</u>	
*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.

Danny Agüero

Signature

Serra Vista Construction Inc.

Company/Organization (If Applicable)

12/20/2018

Date

Representative Name (Print)

Signature

Company/Organization

Date

FOR OFFICE USE ONLY:

☐ Verified Complete ☐ Verified Incomplete

Date of Application: ____/____/____

Case No.: Z ____-____

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ ____

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

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: ____/____/____ Date notifications due: ____/____/____

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

Publication date: ____/____/____

Reviewed/Accepted by: _____ Date: ____/____/____

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.

Neighborhood Designation allows for diversity of housing and both the proposed and existing properties are created for low density housing.

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

Existing zoning will be consistent w/ the RS-2 zoning type as proposed.

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.

All proposed single family homes will be consistent w/ existing homes in the area under the RS-2 zoning rules.

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

Proposed homes will allow up to 50% FAR.

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

N/A

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

Demand for slightly larger homes in the subdivision.

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.

Lots will not be changed. The
proposed zone change is a minimal,
logical means to resolve FAR for the
lots in the area.

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **Being 3.353 UNADDRESSED ACRES LOCATED SOUTH OF MERRICK STREET AND NORTH OF TWIN MOUNTAIN DRIVE.;;** FROM SINGLE FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT TO PLANNED DEVELOPMENT (PD) ZONING DISTRICT WITH AN UNDERLYING SINGLE FAMILY-1 ZONE AND A .50 FLOOR AREA RATIO; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD19-03: Agüero

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 Planned Development Zoning District with an underlying RS-1 Zone and .50 Floor Area Ratio and,

WHEREAS, on the 19th day of March, 2019, City Council held a public hearing on PD19-03, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned PLANNED DEVELOPMENT (PD) ZONING DISTRICT WITH AN UNDERLYING RS-1 ZONE AND .50 FLOOR AREA RATIO;

The real property generally located south of Merrick St. and north of Twin Mountain Dr., Being 3.353 acres out of and part of that certain 10.872-acre tract described by deed recorded as Instrument No. 616893. (Trinity West Section Three City of San Angelo, Tom Green County, Texas, , shall henceforth be permanently zoned as follows: Planned Development (PD) Zoning District with an underlying RS-1 Zone and .50 Floor Area Ratio.

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 (“PD” Boundary Map).

SECTION 3: Except as otherwise specified or limited herein, the use and development of the subject property shall generally conform to the **Single Family Residential District (RS-1)**,

SECTION 4: 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 5. 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 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 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED with public hearing on the **19th day of March, 2019**, and finally
PASSED this the **1st day of April, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

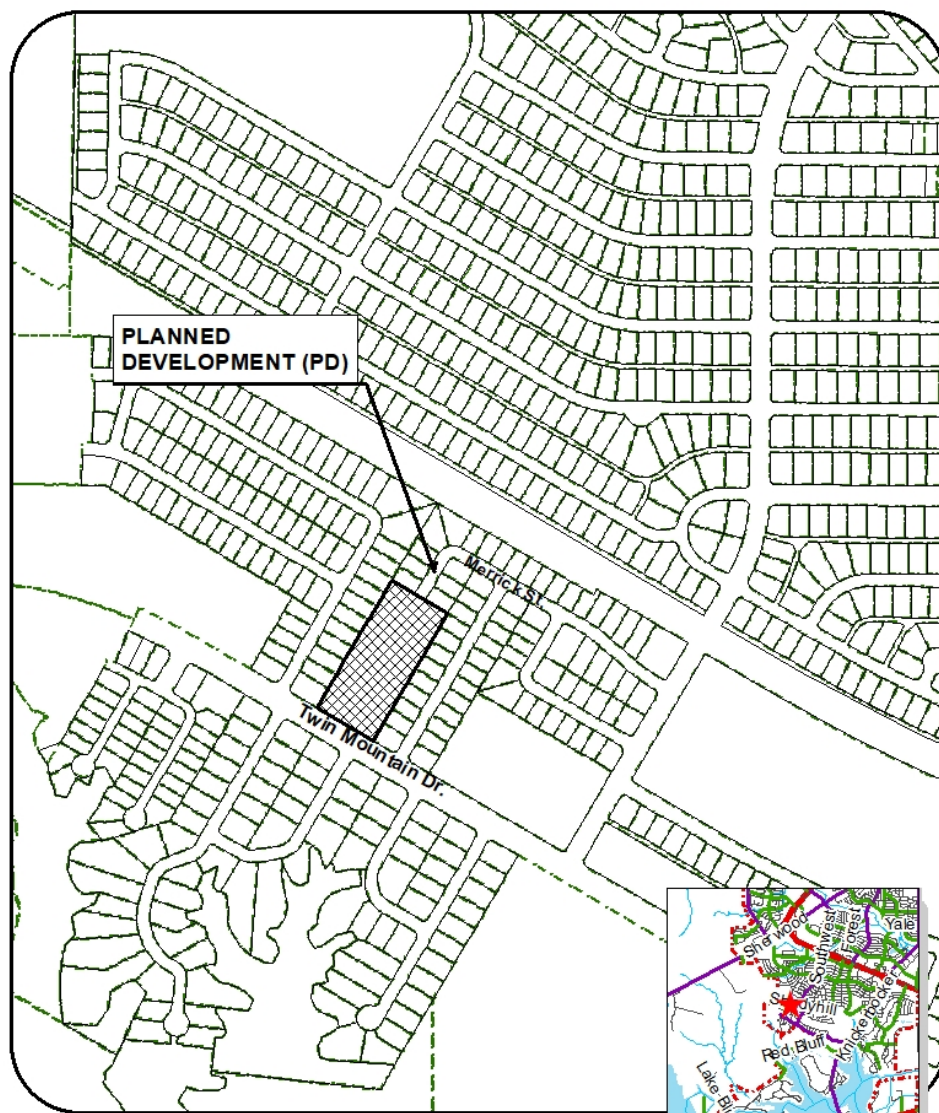
APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit "A" (PD Boundary Map)

Comment [SD1]: Please identify Merrick Street and Twin Mountain Drive on the plat.



Zoning Case

PD19-03: Aguero

Council District: Tommy Hiebert (SMD#1)

Neighborhood: Country Club

Scale: 1" approx. = 460 ft

Legend:

Subject Properties:

Current Zoning:

Requested Zoning:

Vision:

RS-1

PD

Neighborhood



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sherry Bailey, Sr. Planner, Planning and Development Services,

Meeting Date: March 19, 2019

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance approving case Z19-02, a rezoning from the Single Family Residential District (RS-1) to the General Commercial District (CG) on four lots located west of the intersection of La Follette Street and Lowrie Ave (Presentation made by Planning & Development Services Director Jon James)

Summary/History:

The applicant, Mr. Vasquez, has applied for a rezoning from Single-Family Residential (RS-1) to General Commercial (CG). The existing four lots are 25 ft. by 130 ft. The applicant wants to build a large personal storage building for his cars and RV. These lots front on La Follette and beyond that the Houston Harte Expressway. The Vision Plan has this entire half block area fronting on La Follette as commercial with the second half of the blocks as Transitional buffering the Residential Single Family (RS-1) to the north.

Financial Impact:

N/A

Other Information/Recommendation:

The Planning Commission voted 6 - 0 to recommend that the City Council approve the rezoning request in Z19-02 from Single Family-1 (RS-1) to General Commercial (CG).

Attachments:

- | | |
|---------------------------|-----------------------------|
| 1. Z19-02 Staff Report CC | Z19-02 Staff Report CC.docx |
| 2. Ordinance (Z19-02) | Ordinance (Z19-02).docx |

Presentation:

Jon James

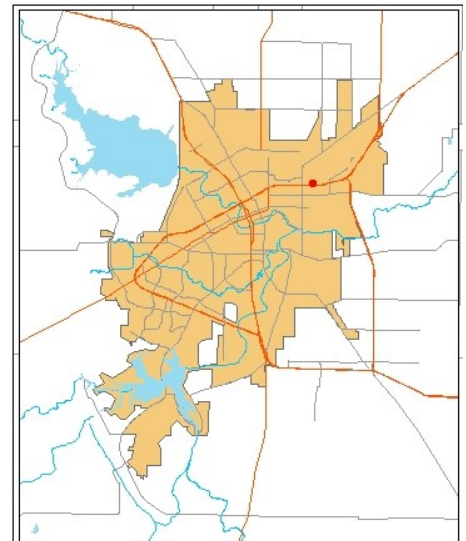
Approvals/Reviews:

Sherry Bailey	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 – March 19, 2019
STAFF REPORT



APPLICATION TYPE:	CASE:		
Rezoning	Z19-02: Vasquez		
SYNOPSIS:			
The applicant has applied for a rezoning from Single-Family Residential (RS-1) to General Commercial (CG). The existing four lots are 25 ft. by 130 ft. The applicant wants to build a large personal storage building for his cars and RV. These lots front on LaFollette and beyond that the Houston Harte Expressway. The Vision Plan has this entire half block area fronting on LaFollette as commercial with the second half of the blocks as Transitional buffering the Residential Single Family (RS-1) to the north.			
LOCATION:		LEGAL DESCRIPTION:	
Four lots located west of the intersection of La Follette Street and Lowrie Ave.		Being .03 acres, lots 37, 38, 39 and 40; Block 13, Avondale Addition, City of San Angelo, Tom Green County, Texas.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #4 – Lucy Gonzales Neighborhood: Paulann	RS-1 Single Family Residential	C - Commercial	13,000 sq. ft.
THOROUGHFARE PLAN:			
La Follette Street Urban Local Street Provided: 50' right-of-way, 40' pavement or 36' pavement with no sidewalk Lowrie Ave. Urban Local Street Provided: 50' right-of-way, 40' pavement or 36' pavement with no sidewalk			
NOTIFICATIONS:			
11 notifications mailed within 200-foot radius on February 4, 2019. One received in opposition			
STAFF RECOMMENDATION:			
The Planning Commission recommended Approval of the requested rezoning from RS-1 to GC at their February 18, 2019 meeting with a 6 – 0 vote.			
PROPERTY OWNER/PETITIONER:			
Victor Vasquez – Property Owner			
STAFF CONTACT:			
Sherry Bailey Principal Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			



Additional Information: The applicant wants to build a large storage building for his personal storage of vehicles and a RV. He will also have a personal office area within the building and a restroom. In the future he may sell the building for a General Commercial use.

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 of Commercial. The request is in keeping with the Vision Plan for San Angelo.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** Immediately north of this property the zoning is Manufactured Housing Subdivision (MHS). Single Family Residential (RS-1) zoning exists on the blocks to the east and west. However, most of the property along La Follette which is adjacent to the Houston Harte Expressway is not developed. Generally single family homes do not choose to build along a major freeway area. Providing Commercial zoning as called for in the Vision Plan provides a buffer for the residential property behind this area and allows the land to be used for its highest and best use.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** As you look at the zoning to the east and west of this small area that is still zoned residential, commercial, mobile home, office, multiple family and heavy commercial zoning has already been designated along Houston Harte.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** This area is sparsely developed and until the zoning is changed to match the Future Land Use it will likely remain undeveloped.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There is no anticipated environmental impacts as a result of this zone change.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** The applicant is building for his own 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.** The requested zone change is anticipated to have no impact on the pattern of urban development in this area.

Planning Commission minutes 2-18-2019

Z19-02: Vasquez

Public hearing and consideration of a request for approval of a rezoning from the Single-Family Residential (RS-1) Zoning District to the General Commercial (CG) Zoning District, located northwest of Lowrie Avenue and La Follette Street, being Lots 37, 38, 39, and 40 in Block 13 of the Avondale Addition.

Sherry Bailey, Senior Planner, presented the proposed Rezoning. She explained that the applicant is requesting General Commercial (CG) zoning to allow him to build a storage unit for personal use, and in future retail uses.

Ms. Bailey outlined Staff's rationale to approve the Rezoning on the grounds that the CG zone would be compatible with the Commercial Future Land Use designation; that the combined square footage will meet the CG zone requirements; that the commercial zoning will act as a buffer for residences to the north; and that development patterns will be handled by direct access to the frontage road to the expressway.

Chair Stribling opened the meeting for public comment.

Ms. Sherian Urena, a property owner within the notification area, expressed opposition to the request. She cited the possibility of crime and traffic congestion as the properties abut a one-way street, requiring commercial traffic to drive through the residential area to get to the site.

Commissioner Brooks asked where the curb cut would be for the new development.

Ms. Bailey responded that the curb cut would be on the side street, Lowrie Avenue.

Victor Vasquez, the applicant, explained his intent to build a storage unit on the property. He indicated that he does not anticipate crime and as a former police officer, expressed that he would ensure the site would be patrolled.

Chair Stribling closed public comment.

Commissioner Jackson asked if the CG zoning was required for storage.

Ms. Bailey confirmed that storage units are allowed in the CG zone.

Commissioner Brooks asked Ms. Urena if she was comfortable with the rezoning now that she understood what will be built.

Ms. Urena responded she was not.

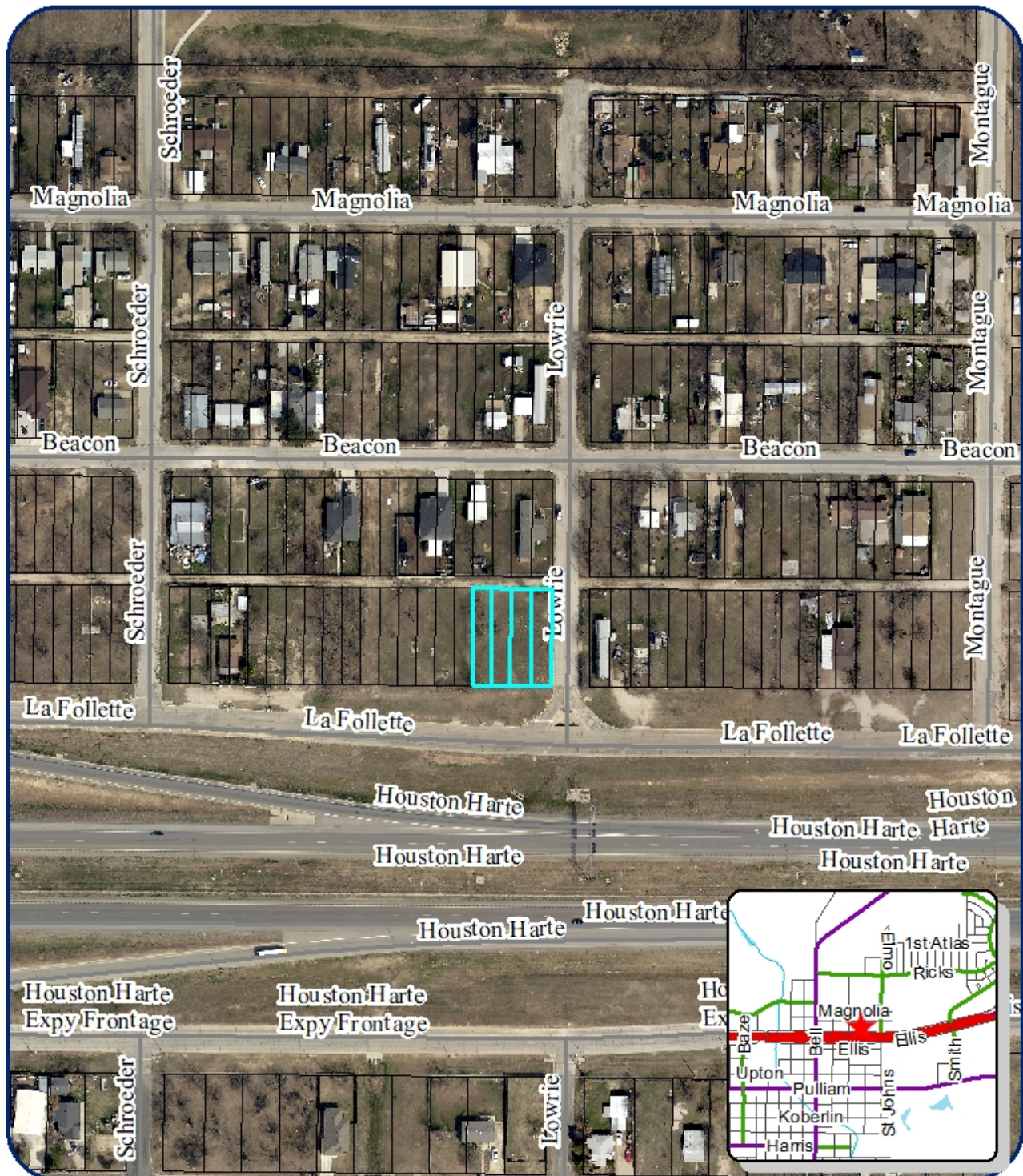
Commissioner Jackson made a Motion to recommend APPROVAL of a Rezoning from the Single-Family Residential (RS-1) Zoning District to the General Commercial (CG) Zoning District on the subject properties. Commissioner Smith seconded the motion. The motion PASSED unanimously 6-0.

Recommendation:

The Planning Commission recommends the City Council **APPROVE** the proposed rezoning from Single-Family Residential (RS-1) Zoning District to General Commercial (CG).

Attachments:

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



Aerial Map

ZC 19 - 02 Vasquez

Council District: Lucy Gonzales District 4

Neighborhood: Paulann

Scale: 1" approx. = 170 ft

Lots 37, 38, 39, 40 Blk. 13 Avondale Add.

Legend

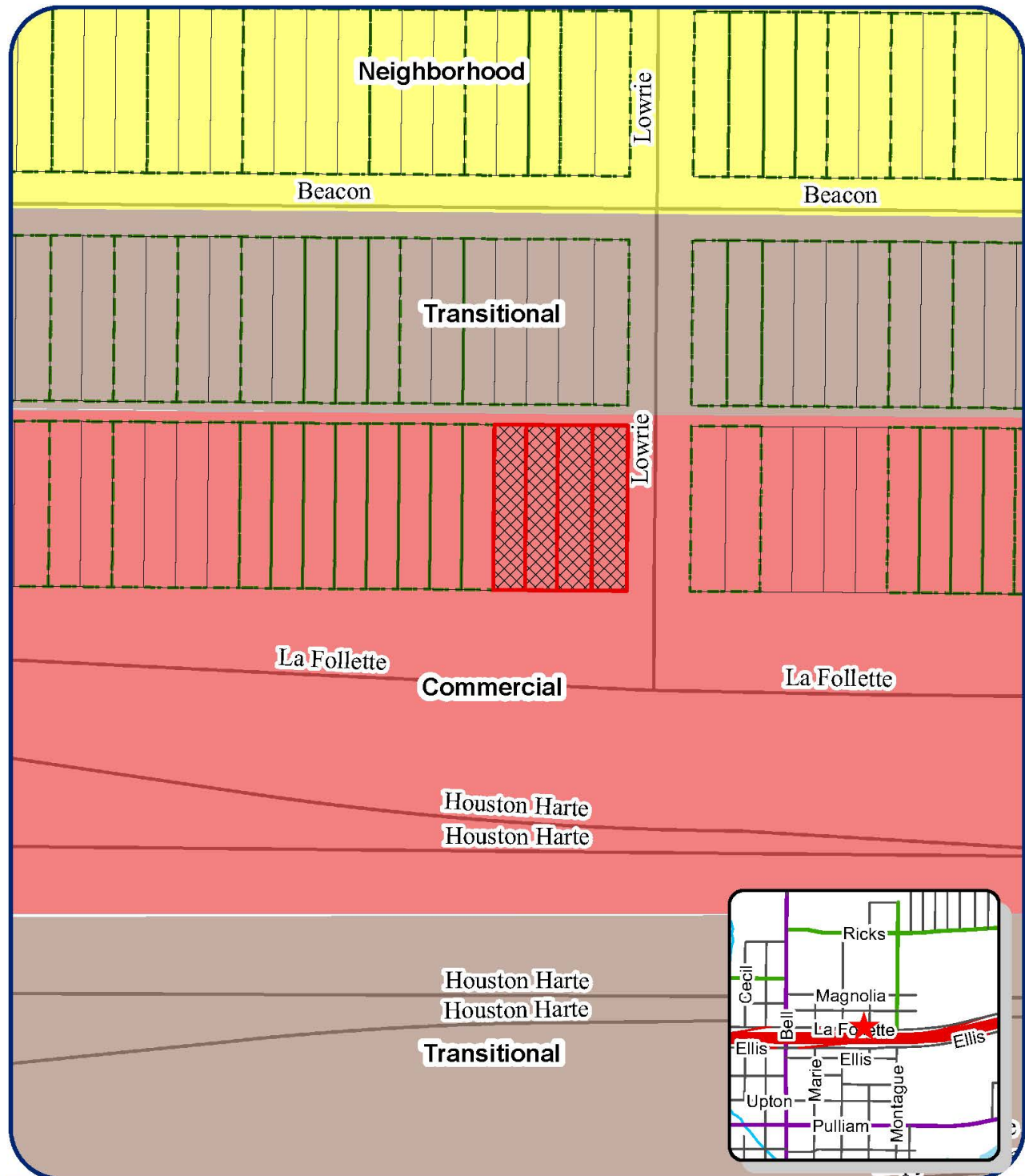
Subject Properties:

Current Zoning: **Single-Family Residence District (RS-1)**

Requested Zoning Change: **General Commercial (CG)**

Vision: **Commercial**





Future Land Use Map

ZC 19 - 02 Vasquez

Council District: Lucy Gonzales District 4

Neighborhood: Paulann

Scale: 1" approx. = 100 ft

Lots 37, 38, 39, 40 Blk. 13 Avondale Add.

Legend

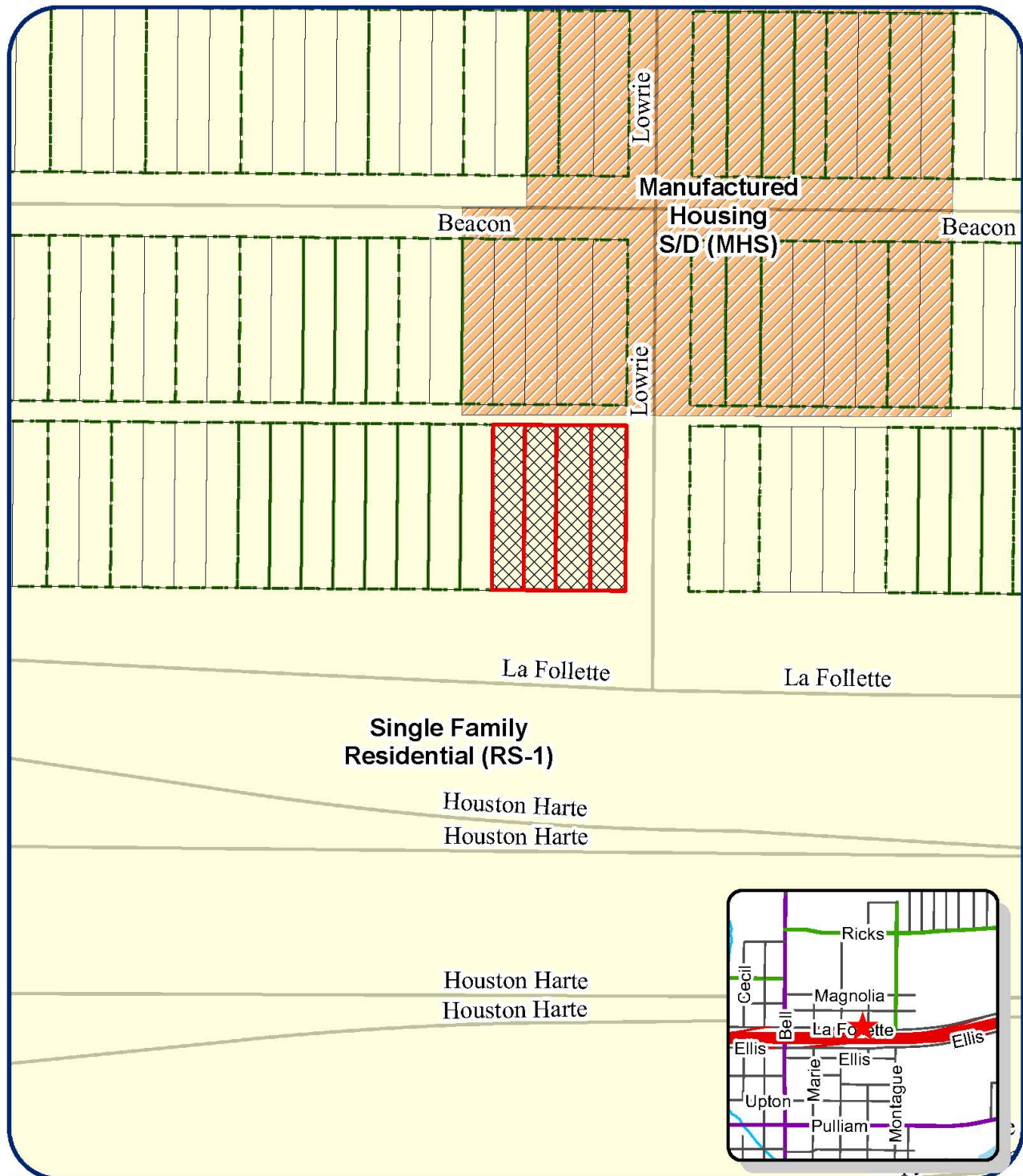
Subject Properties: —

Current Zoning: **Single-Family Residence District (RS-1)**

Requested Zoning Change: **General Commercial (CG)**

Vision: **Commercial**





Future Land Use Map

ZC 19 - 02 Vasquez

Council District: Lucy Gonzales District 4

Neighborhood: Paulann

Scale: 1" approx. = 100 ft

Lots 37, 38, 39, 40 Blk. 13 Avondale Add.

Legend

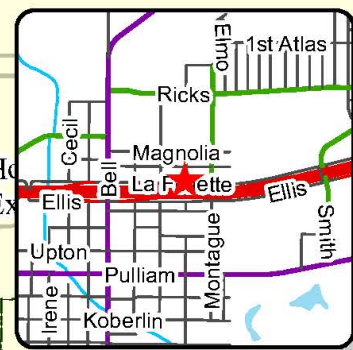
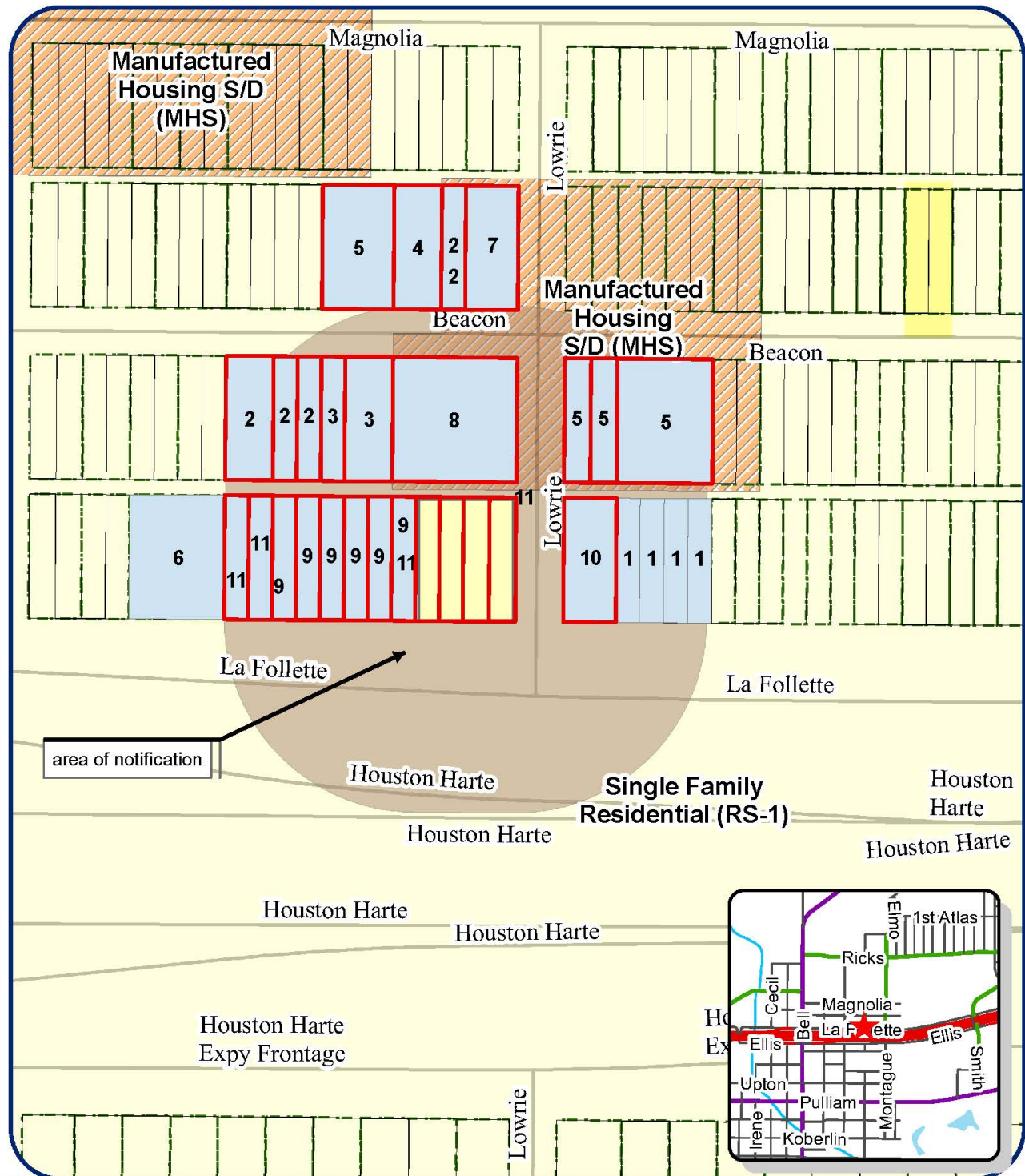
Subject Properties: —

Current Zoning: **Single-Family Residence District (RS-1)**

Requested Zoning Change: **General Commercial (CG)**

Vision: **Commercial**





Notification map

ZC 19 - 02 Vasquez

Council District: Lucy Gonzales District 4
 Neighborhood: Paulann
 Scale: 1" approx. = 133 ft

Lots 37, 38, 39, 40 Blk. 13 Avondale Add.

Legend

Subject Properties:
 Current Zoning: **Single-Family Residence District (RS-1)**
 Requested Zoning Change: **General Commercial (CG)**
 Vision: **Commercial**





Looking west at the corner property to be rezoned



The four lots listed in the rezoning request



Posted Zoning Request notice sign.



Looking east across Lowrie Ave.



Looking south at Houston Harte Expressway across La Follette St.

City of San Angelo, Texas
Planning Division

Application for Approval of a ZONE CHANGE

Name of Applicant(s): Victor Vasquez

XX Owner – Authorized Representative (Affidavit required)

Mailing Address: PO Box 5883 Telephone: 325.939.1098

City/State/Zip: San Angelo Tx 76902 Fax/other: _____

Subject Property Address and/or Location*: _____

Legal Description*:

Lot 37, 38, 39,40; Blk 13; Avondale addition.

Lot Size: 25'x130' Zoning: RS1

Existing Use of Property: Empty Lot

Proposed Use of Property: Add Building to conform to new Zoning

Requested Zone Change: CG

* use attachment, if necessary

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

Signature [Signature] Date 1-18-19

NOTE: Please also read information and sign on back of page.

OFFICE USE ONLY

Case no.: Z 19 - 02 L R M Date of application: 1-18-19

Received by: _____ -walk-in - by mail

Nonrefundable application fee: \$ 625 Date paid: 1-18-19

Sign deposit: \$ _____ Date paid: _____

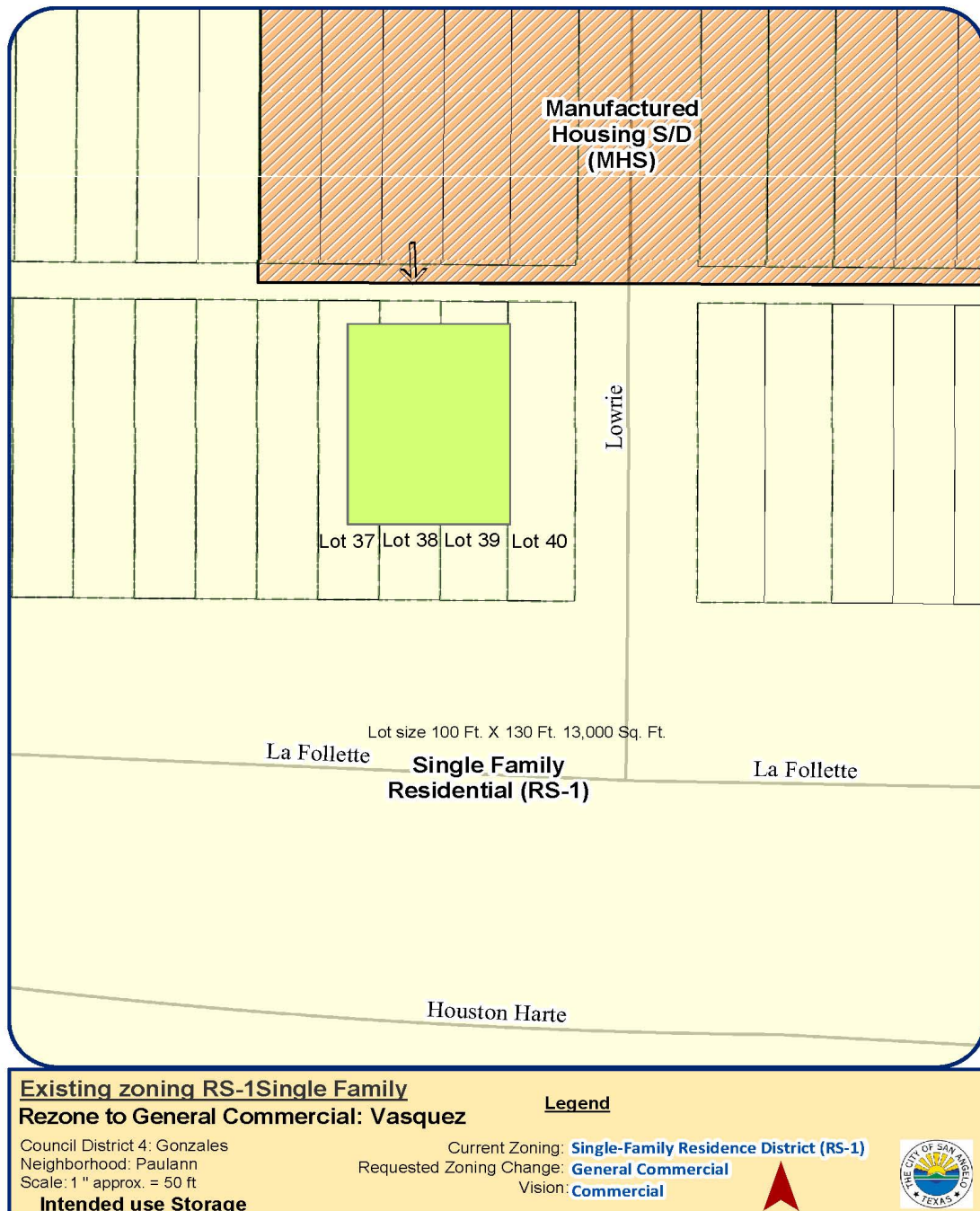
Affidavit attached? – yes – no – N/A Applicant's signature on information sheet? –

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: 2/18/19 Date notifications due: 2/3/19

City Council hearing date: 3/19/19 Packets due date: _____ Publication date: _____



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, **.03 acres in the NW quadrant of the LaFollette Street and Lowrie Avenue intersection**; FROM THE SINGLE FAMILY 1 RESIDENTIAL (RS-1) ZONING DISTRICT TO THE GENERAL COMMERCIAL (CG) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z19-02: Vasquez

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

WHEREAS, on the 19th day of March, 2019, City Council held a public hearing on Z19-02, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

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

The real property generally located at NW of the intersection of LaFollette Street and Lowrie Ave., being Lots 37, 38, 39 and 40, in Block 13 in the Avondale Addition, City of

San Angelo, Tom Green County, Texas, comprising 0.03 acres, shall henceforth be permanently zoned as follows: General Commercial (CG) 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 (“CG” 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 with public hearing on the **19th day of March, 2019**, and finally
PASSED this the **1st day of April, 2019**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

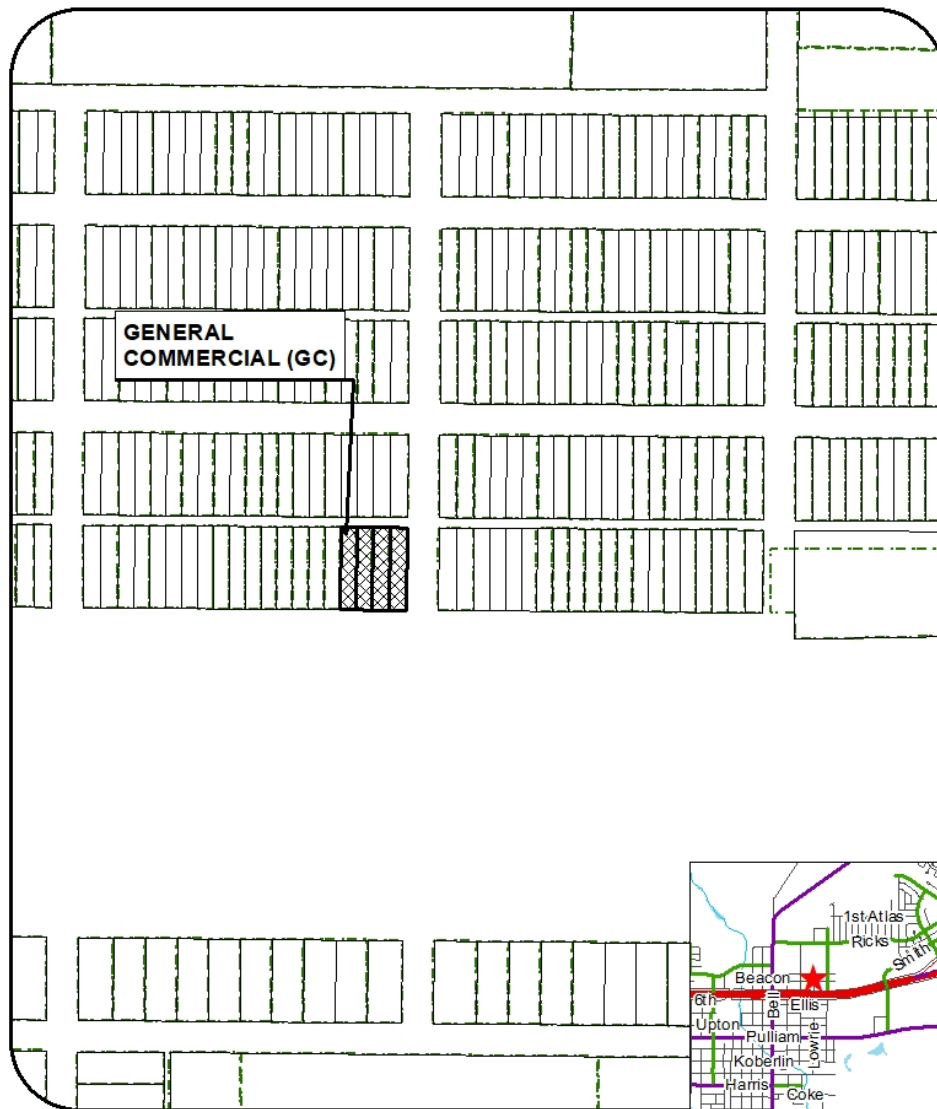
APPROVED AS TO FORM:

Julia Antilley, City Clerk

Theresa James, City Attorney

Exhibit "A" (CG Boundary Map)

Comment [SD1]: Please add street names for LaFollette and Lowrie Ave.



Zoning Case

Z19-02: Vasquez

Council District: Lucy Gonzales (SMD#4)

Neighborhood: Paulann

Scale: 1" approx. = 186 ft

Subject Property: La Follette St. and Lowrie Ave.

Legend:

Subject Properties: 
Current Zoning: RS-1
Requested Zoning: CG
Vision: Commercial



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 2019

Item type: Consent Item

Caption:

First reading and public hearing of an ordinance granting to Atmos Energy Corporation, a Texas and Virginia corporation, a franchise to construct, maintain, and operate pipelines and equipment in the City of San Angelo, Tom Green County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes (Presentation made by City Engineer Russell Pehl)

Summary/History:

This is a renewal agreement between the City of San Angelo and Atmos Gas Company allowing Atmos Gas to construction and work within City right of way. The previous agreement between the City and Atmos has expired. This agreement establishes responsibilities for the City and Atmos regarding maintenance, fees for use of right of way and standard procedures in the event of an emergency or accident.

This is the agreement that was finalized in the summer of 2018. Atmos did not sign or finalize this agreement and it had a 60 day window to be recorded and that didn't happen. This item is to finalize this agreement.

Financial Impact:

The franchise fee will be increased from 4% of Atmos gross revenue to 5% of Atmos gross revenue. There is an expected impact to the General Fund Franchise Fee revenue of approximately \$200,000 per year.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | San Angelo Reciprocal Agreement Ltr 2018 | San Angelo Reciprocal Agreement Ltr 2018.doc |
| 2. | 03082019 San Angelo - Atmos franchise agreement
FINAL | 03082019 San Angelo - Atmos franchise agreement
FINAL.doc |

Presentation:

Approvals/Reviews:

Russell Pehl	Created/Initiated
Russell Pehl	Approved
Theresa James	Approved
Anthony Wilson	Approved
Candice Blake	Approved

Tina Dierschke
Theresa James
Becky Dunn
Julia Antilley

Approved
Approved
Approved
Final Approval

June ___, 2018

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

Re: Reciprocal Agreement on Damage to Distribution Facilities

Dear Mr. Valenzuela:

As we have discussed, the City of San Angelo and Atmos Energy Corporation, Mid-Tex Division (Mid-Tex) both operate facilities within the public rights-of-way of San Angelo. On occasion, our respective employees damage those facilities during excavation activity. In order to avoid future misunderstandings concerning the responsibility for the cost of repairing facilities damaged during excavation activities, the City of San Angelo and Mid-Tex are entering into this reciprocal agreement concerning property damage claims.

If Mid-Tex employees damage the facilities owned by the City of San Angelo within the public rights-of-way of San Angelo, the City of San Angelo agrees to repair the damage to its facilities at no cost to Mid-Tex. Mid-Tex agrees to notify the appropriate official of the City of San Angelo as soon as reasonably possible after the occurrence of such damage.

If the City of San Angelo employees damage the distribution facilities owned by Mid-Tex within the public rights-of-way of the City of San Angelo, Mid-Tex agrees to repair the damage to its facilities at no cost to the City of San Angelo. The City of San Angelo agrees to notify the appropriate personnel of Mid-Tex as soon as reasonably possible after the occurrence of such damage.

This reciprocal agreement will remain in full force and effect until one party gives written notice to the other party of termination at least 30 days prior to the proposed termination date. Any such termination will not affect either party's obligation to pay for any damage that occurs prior to the termination date.

If this reciprocal agreement is acceptable to the City of San Angelo, please have both copies of this letter executed by the appropriate City of San Angelo official and return one fully executed copy to me.

Sincerely,

ATMOS ENERGY CORPORATION,
MID-TEX DIVISION

By: _____
Manager of Public Affairs

AGREED TO AND ACCEPTED
THIS ____ DAY OF _____, 2018

CITY OF SAN ANGELO

By: _____
Printed Name: Daniel Valenzuela
Title: City Manager

ORDINANCE NO: _____

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. GRANT OF AUTHORITY: The City of San Angelo, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2037.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment so as to comply with the ordinances, rules, and regulations of the City that are not in conflict with this ordinance and so as to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and promptly clean up and restore to approximate original condition all Public Rights-of-Way that it may disturb at its cost. Atmos shall maintain any repairs related to its activity in the Public Rights-of-Way for a period of one year. Public Rights-of-Way shall not be encumbered longer than necessary to execute the work. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. The location of all mains, pipes, laterals and other appurtenant

equipment shall be fixed under the supervision of the City or an authorized representative of the City. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future generally applicable ordinances of the City, including but not limited to, generally applicable ordinances regulating the use of Public Rights-of-Way. Atmos Energy, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to exercise thereof by the City at any time.

- B. Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. Such relocation shall be completed not later than the deadline set by the City's Public Works Director or his/her designee working in conjunction with Atmos Energy, or if no time frame can be agreed upon, not later than ninety (90) days after the day the notice was sent to Atmos Energy to make the alterations. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City. If Atmos Energy fails to remove or relocate its facilities within the time provided by this Section, Atmos Energy shall be subject to liability for actual damages incurred by the City as a result of Atmos Energy's delay, unless such delay is beyond Atmos Energy's control. Atmos Energy's failure to complete the removal or relocation of its facilities within the time provided by this Section may be excused at the City's discretion, if Atmos Energy has promptly notified the City of the circumstances that have caused the delay, and

has requested an extension of the removal/relocation period. City shall grant the extension unless withheld for good cause.

- C. Whenever by reason of street widening, straightening or changes in the grade or contours of a street, alley or other public way or in the location or manner of constructing a water pipe, gas pipe, sewer, communications projects, or any other City owned underground or aboveground structure for a governmental purpose, it is deemed that Atmos Energy's underground or aboveground facilities located in the Public Right-of-Way are in conflict and for this reason it is deemed necessary to remove, alter, change, adapt, or conform the underground or aboveground facilities of Atmos Energy, Atmos Energy shall make the alterations or changes within the time periods discussed in Section 2(B) above, without claim for reimbursement or damages against the City. Atmos Energy shall not be required to remove, alter, change, adapt, or conform its facilities without claim for reimbursement to accommodate a private developer, when such work is for the primary purpose of beautification, or if such facilities are not in conflict with construction performed for a governmental purpose as described above. Facilities are deemed to be in conflict to the extent that their location would be inconsistent with gas distribution industry standard safe operating practices. The City shall not require Atmos Energy to remove its facilities entirely from a street, alley, highway, or other public way unless suitable and safe alternatives are available for relocation at no additional cost to Atmos Energy. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet below the ground's surface unless necessary to avoid conflict with existing facilities of other authorized users of the Right-of-Way or proposed placement of City's facilities in the Right-of-Way, or if prior agreement is obtained from Atmos Energy.
- D. When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. Upon receipt of

reimbursement from a federal or state agency, the City shall remit to Atmos Energy, within thirty (30) days of receipt, its portion related to the relocation or removal of its facilities.

- E. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs. Notwithstanding any provision of this agreement, the City shall have the right to participate and challenge any other capital costs or expenses of Atmos Energy and request full documentation to the full extent provided by state law.
- F. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 3. INDEMNITY & INSURANCE:

Atmos Energy shall fully indemnify and save harmless the City from any and all damage, loss, action or cause of action arising in whole or in part from Company's exercise of any of its rights, privileges, franchises and obligations hereunder, except to the extent arising out of the City's negligence or willful misconduct. In the event of joint and concurrent negligence or fault of both Atmos Energy and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas

without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this section shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise, to any person or entity.

Atmos Energy shall, at its sole cost and expense, obtain, maintain, and provide, throughout the term of this Franchise Agreement, insurance or provide self-insurance against all claims for injuries to person or damages to property that may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Atmos, its agents, representatives or employees in accordance with the coverage limits set out below.

The procurement of insurance coverage by Atmos Energy shall not be construed to be a limitation upon Atmos Energy's liability or as a full performance on its part of Atmos Energy's indemnification requirements under this Franchise Agreement. Atmos Energy's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to the exercise of any of its rights, privileges, franchises and obligations hereunder. Failure of Atmos Energy to maintain adequate coverage shall not relieve Atmos Energy of any contractual responsibility or obligation.

A. COMMERCIAL GENERAL LIABILITY.

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

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

B. BUSINESS AUTOMOBILE LIABILITY.

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

\$ 1,000,000.00	Combined Single Limit per Claim
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C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

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

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

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

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st days of March, June, September and December, 2018, and on or before the same days of each succeeding year during the life of this franchise the last payment being made on the 1st day of December, 2037, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar quarter.
- B. "Gross Revenues" shall mean:
- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
 - (2) all revenues received by Atmos Energy from the transportation of gas through the System

of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);

- (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
- (4) "Gross Revenues" shall also include the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.

- (5) "Gross Revenues" shall not include:

- (a) revenues billed but not ultimately collected or received by Atmos Energy;
- (b) contributions in aid of construction;
- (c) the revenue of any affiliate or subsidiary of Atmos Energy;
- (d) sales tax and franchise fees paid to the City;
- (e) interest or investment income earned by Atmos Energy; and
- (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

- C. The initial payment made under this franchise for the rights and privileges herein provided shall be on March 1, 2018, and shall be for the period January 1 through March 31, 2018, and each succeeding payment shall be for the calendar quarter in which the payment is made as follows:

<u>Payment Due Date</u>	<u>Quarter Upon Which Payment is Based</u>	<u>Quarter for Which Payment is Made</u>
June 1 st	January 1 – March 31	April 1 – June 30
September 1 st	April 1 – June 30	July 1 – September 30

December 1st

July 1 – September 30

October 1 – December 31

March 1st

October 1 – December 31

January 1 – March 31

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver. Such waiver shall not be withheld except for good cause. Requesting such waiver shall not bind the City to a decision to accept or reject any franchise ordinance terms.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Clerk its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. CONDITIONS OF OCCUPANCY:

(A) All construction and the work done by Atmos Energy, and the operation of its business, under and by virtue of this Franchise Agreement, shall be in conformance with the applicable ordinances, rules and regulations now in force and that may hereafter be adopted by the City relating to the use of its Public Rights-of-Way. This Franchise Agreement shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal Law.

(B) If the City believes that Atmos Energy has failed to comply with any operational or maintenance standards as required by this Franchise Agreement, City shall give Atmos Energy written notice of such failure to comply. Atmos Energy shall have the opportunity to cure such failure during a period not to exceed fifteen (15) business days from receipt of the written notice. If Atmos Energy fails to cure the alleged failure to comply within the prescribed time period, Atmos Energy's alleged failure to comply shall be heard at a public meeting of the City Council. Atmos Energy shall be given written notice of the public meeting no later than seventy-two (72) hours prior to the posting date of the agenda for the City Council meeting at which such alleged failure is scheduled to be considered by the City Council. The notice to Atmos Energy shall include a list of the failures complained of and, Atmos Energy shall have an opportunity to address the City Council at such public meeting. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of the City Council that finds and determines a failure of Atmos Energy to comply with operational or maintenance standards as required by this Franchise Agreement, this agreement may be subject to termination. In addition, Atmos Energy's failure to timely comply will entitle the City to take actions it deems necessary to protect the public health, safety, and welfare. Any and all reasonable and necessary expenses so incurred by the City shall be invoiced to Atmos Energy and Atmos Energy shall promptly reimburse the City for such expenses.

SECTION 9. LAYING OF LINES IN ADVANCE OF PUBLIC IMPROVEMENTS:

(A) Whenever the City shall decide to make any public improvements in any Public Right-of-Way in which Atmos Energy facilities already exist or in which Atmos Energy may propose to install its facilities, Atmos Energy will be provided the opportunity, at no expense to the City, in advance of such public improvements, to renew such facilities, if defective or inadequate in size, and to lay facilities, or renew same, if inadequate in size or defective, to the property lines where buildings are already located.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of Public Rights-of-Way, City shall give Atmos Energy written notice of the intention of City to pave any such Public Right-of-Way. Upon receipt of such notice, Atmos Energy shall initiate its review process to determine the need to renew its facilities, and the need to lay or renew service lines underneath the portions of the Public Rights-of-Way to be paved. If Atmos Energy determines such a need, Atmos Energy shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the City. Atmos Energy's failure to complete the necessary work within the ninety (90) day period may be excused at the City's discretion, if Atmos Energy has promptly notified the City of the circumstances that have caused the delay, and has requested an extension of the construction period. City shall grant the extension unless withheld for good cause.

(C) If Atmos Energy should fail to take advantage of the pre-paving opportunity to undertake new construction or repairs to its facilities in the Rights-of-Way to be paved, and such street or alley is thereafter paved, except in an emergency, Atmos Energy shall for two (2) years thereafter not be allowed to open cut such pavement or excavate in such paved street or alley. When required to initiate new service within the two (2) year period, Atmos Energy shall be permitted to utilize alternative methods to open cutting in order to establish such service. Atmos Energy shall use its best efforts to minimize disturbance to such paved street or alley, and shall restore the same in accordance with Section 2(A) above.

SECTION 10. EXTENTIONS FOR CUSTOMERS:

Atmos Energy shall, at its expense, extend distribution mains in any Public Right-of-Way up to one hundred (100) feet for any one residential customer only if such customer, at a minimum, uses gas for unsupplemented space heating and water heating. Atmos Energy shall not be required to extend transmission mains in any Public Rights-of-Way within City or to make a tap on any transmission main

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 2019

Item type: Regular Item

Caption:

Consider resolutions supporting and authorizing City staff to submit preliminary grant applications to the Texas Department of Transportation's Safe Routes to Schools Program to enhance and improve safety in and around school areas and encourage bicycle and pedestrian activity by the construction of sidewalks along:

1. Ricks Dr. near Holiman Elementary
2. Southwest Blvd. near Lamar Elementary (Presentation made by City Engineer Russell Pehl)

Summary/History:

The City of San Angelo is requesting permission to apply for Safe Routes to School (SRTS) for the approximate amount of \$1,200,000 for the design and construction of sidewalks along Ricks Dr. (Holiman Elementary) and the approximate amount of \$250,000 for Southwest Blvd. (Lamar Elementary) for the construction of sidewalks along Southwest from Walnut Hill/Dominion Ridge to Twin Mountain Drive.

The SRTS grant program enables and encourages children in grades kindergarten through eight (K-8) to walk to school. SRTS funds help plan, develop and implement projects and activities that improve safety and reduce traffic in the vicinity of schools.

Receiving these grants requires signing separate Advanced Funding Agreements to ensure compliance with terms.

Financial Impact:

The City of San Angelo is requesting federal grant funds totalling an approximate amount of \$1,450,000. Grant program funding is a 100% federally funded cost reimbursement program managed through the TxDOT.

Other Information/Recommendation:

Attachments:

- | | |
|--|--|
| 1. RICKS DRIVE SW GIS - A | RICKS DRIVE SW GIS - A.pdf |
| 2. Southwest Aerial Map | Southwest Aerial Map.pdf |
| 3. FINAL_DOT_SET-ASIDE_APPLICATION_RICKS | FINAL_DOT_SET-ASIDE_APPLICATION_RICKS.docx |
| 4. FINAL_DOT_SET-ASIDE_APPLICATION_Southwest | FINAL_DOT_SET-ASIDE_APPLICATION_Southwest.docx |

Presentation:

Approvals/Reviews:

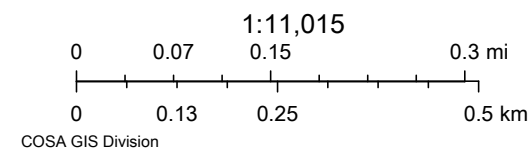
Kevin Pate

Created/Initiated

Russell Pehl	Approved
Theresa James	Approved
Sandra Villarreal	Approved
Rick Weise	Approved
Anthony Wilson	Approved
Candice Blake	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Julia Antilley	Final Approval

This aerial map shows the area around Holiman Elementary, which is highlighted with a red box. A yellow line traces a route starting from the bottom left, passing through the center, and curving towards the top right. A red arrow points to a specific location on Lowrie Ave. The map includes numerous street names such as Old Ballinger Highway, Lowrie Ave, Elmo Ln, Johnny Ln, George Ln, Wallace Ln, Hugo Ln, Henry Ln, Jackie Ln, James Ln, June Ln, Joseph Ln, Gregory Dr, Watson St, Regent Blvd, Wilds Ave, Joshua St, Voight Blvd, Smith Blvd, McGinn Blvd, 1st Atlas St, Ricks Dr, Schman Dr, Smith Blvd, E Houston Harte Expy Frontage Rd, N Loop 306 Ramp, N Loop 306, N US Highway 67 Ramp, Frontage Rd, N Loop 306, E Houston Harte Expy Frontage Rd, La Follette St, Ellis St, Magnolia St, Beacon St, E Houston Harte Expy Ramp, Schroeder Ave, and Montague Ave.

- Road Centerlines
- Parcel Popups



Southwest Blvd. - Phase A Sidewalks

Southwest Blvd. Phase A Sidewalk



Walnut Hill to Existing RR Connection



Dominion Ridge to Canadian St



RR Crossing Pedestrian Elements



Canadian Street to Toyah St.



Toyah St. to W. of School House Dr.

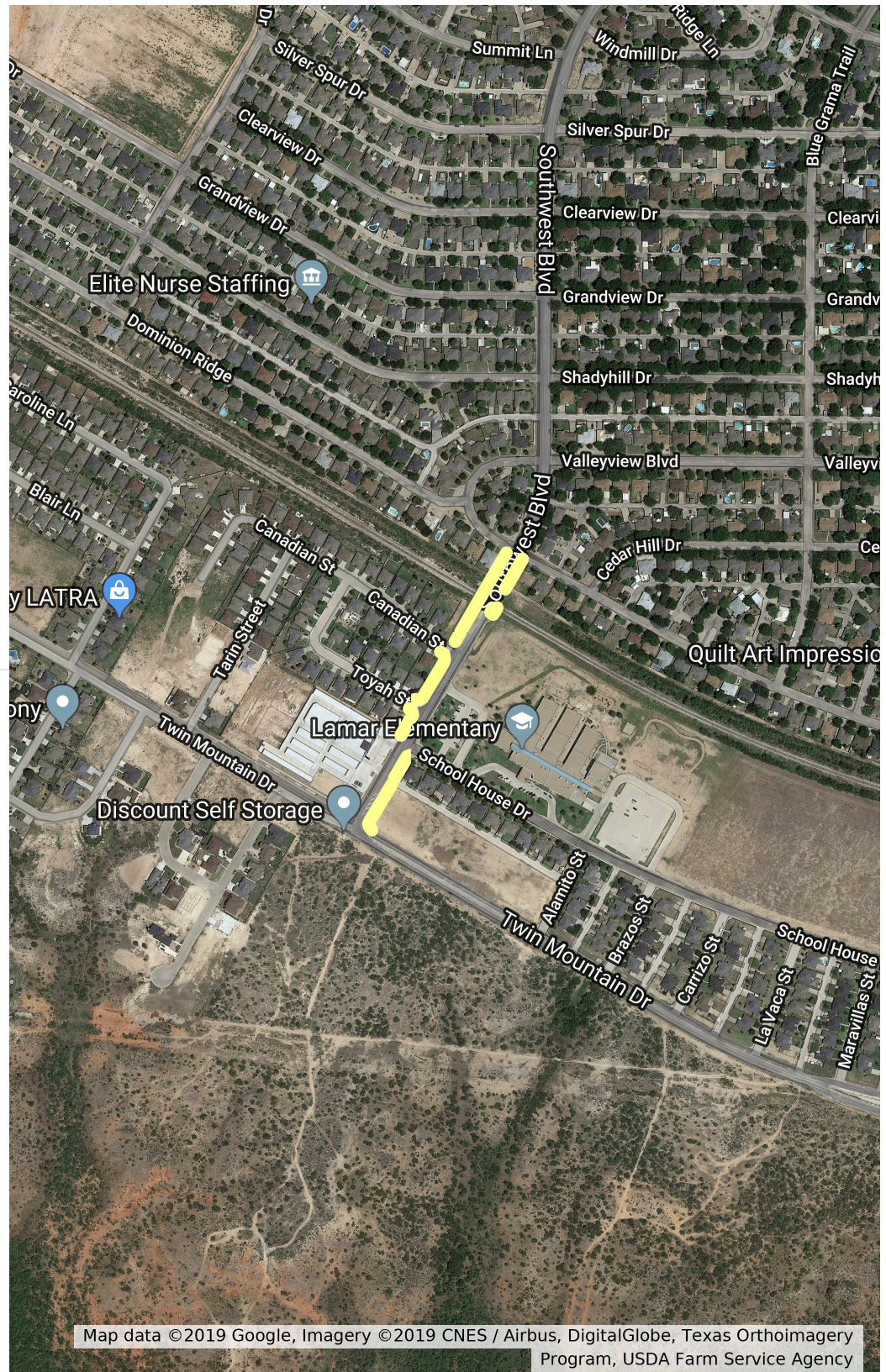


School House Dr. to Alley



Alley to Twin Mountain Dr.

Map showing proposed sidewalk, ramps, and pedestrian RR crossing provision construction.



A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE 2019 SAFE ROUTES TO SCHOOL INFRASTRUCTURE FUNDING AND TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM FOR FUNDING PEDESTRIAN IMPROVEMENTS ON AND ALONG RICKS DRIVE; AND AUTHORIZING PROFESSIONAL AND CONSULTANT SERVICES RELATING TO THE APPLICATION.

WHEREAS, the City of San Angelo five year Capital Improvement Plan (CIP) includes proposed pedestrian improvements on and along Ricks Dr. and near Holiman Elementary School (the "Project"); and,

WHEREAS, prior to April 12, 2019, the City of San Angelo intends to submit a Preliminary Application to the Texas Department of Transportation (TxDOT) under its 2019 Safe Routes to School (SRTS) Infrastructure Funding and Transportation Alternatives Set-Aside (TA) Program (the "Program") for areas of 200,000 or less population for a grant funding the pedestrian improvements contemplated by the Project; and,

WHEREAS, prior to August 15, 2019, the City of San Angelo intends to submit a Detailed Application to TxDOT under the Program for areas of 200,000 or less population for a grant funding the pedestrian improvements contemplated by the Project; and,

WHEREAS, a City Council resolution of support is required as part of the application process in response to TxDOT's Call for Projects under the Program; and,

WHEREAS, the City Council for the City of San Angelo shall provide additional sources of funding in support of the application;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1. The foregoing recitals are true and correct and are adopted as a part of this Resolution.
- Section 2. The City of San Angelo supports funding the Project as described in the 2019 TxDOT TA/SRTS Program Guide (including the construction budget, TxDOT 15% administrative cost, and the required local match) and is willing to commit to the Project's development, implementation, construction, maintenance, management, and financing.
- Section 3. The City of San Angelo will serve as the public sponsor and lead project contact on the Project.
- Section 4. The City of San Angelo is willing and able to enter into an agreement with TxDOT by resolution or ordinance, should the Project be selected for funding.

- Section 5. The City of San Angelo will designate a Responsible Person in Charge, a Project Manager, and a Qualified Person to be actively involved in the Project before beginning any work on the Project.
- Section 6. The City of San Angelo authorizes staff to proceed to secure such professional and consultant services as are requisite to develop both a preliminary and detailed application for funding the contemplated pedestrian improvements on and along Ricks Dr.; and, to submit such applications in response to TxDOT's Call for Projects under the 2019 Safe Routes to School (SRTS) Infrastructure Funding and Transportation Alternatives Set-Aside (TA) Program.

PASSED, APPROVED, and ADOPTED on this the 19th day of March, 2019.

THE CITY OF SAN ANGELO

Attest: _____
Julia Antilley, City Clerk

Brenda Gunter, Mayor

Approved As to Form:

Theresa James, City Attorney

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE 2019 SAFE ROUTES TO SCHOOL INFRASTRUCTURE FUNDING AND TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM FOR FUNDING PEDESTRIAN IMPROVEMENTS ON AND ALONG SOUTHWEST BOULEVARD FROM ROCK BROOK DRIVE TO TWIN MOUNTAIN DRIVE; AND AUTHORIZING PROFESSIONAL AND CONSULTANT SERVICES RELATING TO THE APPLICATION.

WHEREAS, the City of San Angelo five year Capital Improvement Plan (CIP) includes proposed pedestrian improvements on and along Southwest Blvd. from Rock Brook Dr. to Twin Mountain Dr. and near Lamar Elementary School (the "Project"); and,

WHEREAS, prior to April 12, 2019, the City of San Angelo intends to submit a Preliminary Application to the Texas Department of Transportation (TxDOT) under its 2019 Safe Routes to School (SRTS) Infrastructure Funding and Transportation Alternatives Set-Aside (TA) Program (the "Program") for areas of 200,000 or less population for a grant funding the pedestrian improvements contemplated by the Project; and,

WHEREAS, prior to August 15, 2019, the City of San Angelo intends to submit a Detailed Application to TxDOT under the Program for areas of 200,000 or less population for a grant funding the pedestrian improvements contemplated by the Project; and,

WHEREAS, a City Council resolution of support is required as part of the application process in response to TxDOT's Call for Projects under the Program; and,

WHEREAS, the City Council for the City of San Angelo shall provide additional sources of funding in support of the application;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1. The foregoing recitals are true and correct and are adopted as a part of this Resolution.
- Section 2. The City of San Angelo supports funding the Project as described in the 2019 TxDOT TA/SRTS Program Guide (including the construction budget, TxDOT 15% administrative cost, and the required local match) and is willing to commit to the Project's development, implementation, construction, maintenance, management, and financing.
- Section 3. The City of San Angelo will serve as the public sponsor and lead project contact on the Project.
- Section 4. The City of San Angelo is willing and able to enter into an agreement with TxDOT by resolution or ordinance, should the Project be selected for funding.

Section 5. The City of San Angelo will designate a Responsible Person in Charge, a Project Manager, and a Qualified Person to be actively involved in the Project before beginning any work on the Project.

Section 6. The City of San Angelo authorizes staff to proceed to secure such professional and consultant services as are requisite to develop both a preliminary and detailed application for funding the contemplated pedestrian improvements on and along Southwest Blvd. from Rock Brook Dr. to Twin Mountain Dr.; and, to submit such applications in response to TxDOT's Call for Projects under the 2019 Safe Routes to School (SRTS) Infrastructure Funding and Transportation Alternatives Set-Aside (TA) Program.

PASSED, APPROVED, and ADOPTED on this the 19th day of March, 2019.

THE CITY OF SAN ANGELO

Attest: _____
Julia Antilley, City Clerk

Brenda Gunter, Mayor

Approved As to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 2019

Item type: Regular Item

Caption:

Consider a resolution supporting the City's preliminary application for a Texas Department of Transportation for Alternatives Set-Aside Program grant to improve mobility for non-motorized users to North Chadbourne Street from West Beauregard Avenue to Houston Harte (West Sixth Street) as part of the North Chadbourne Street Project (Presentation made by Assistant City Engineer Andy Vecellio)

Summary/History:

Improvement to N Chadbourne St. from W Beauregard Ave. to Houston Harte (W. Sixth St) is a planned CIP Project. The City is requesting permission to apply for an eighty percent grant in the approximate grant eligible amount of \$3,000,000 under the Transportation Alternative Set-Aside (TA Set-Aside) as administered by the Texas Department of Transportation (TxDOT).

Financial Impact:

The TA Set-Aside program grant is an 80/20 grant offered by the State of Texas through TxDOT. It is for construction only. The City is required to provide at least a 20 percent match to qualify for funding.

The non-motorized project elements are estimated at \$3,000,000.

Other Information/Recommendation:

The TA Set-Aside program, as administered by TxDOT, provides funding to construct a variety of alternative transportation projects that improve mobility for non-motorized users and construction of on- and off-road pedestrian and bicycle accommodations, infrastructure for non-drivers and access to public transportation. The TA Set-Aside Program funds administered by TxDOT are for construction only. The TA Set-Aside project nomination package (application) must present persuasive evidence of support from the communities in which the project would be implemented. The project sponsor (City) must commit to provide a local funding match of at least 20% of the allowable construction and department oversight costs, submit to any allowable adjustment for authorized in-kind contribution.

Attachments:

- | | | |
|----|---|--|
| 1. | 19-380 TXDOT Set aside grant application 2019 | 19-380 TXDOT Set aside grant application 2019.docx |
|----|---|--|

Presentation:

Approvals/Reviews:

Kevin Pate
Russell Pehl
Theresa James

Created/Initiated
Approved
Approved

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION 2019 TRANSPORTATION ALTERNATIVE SET-ASIDE CALL FOR PROJECTS (TA Set-Aside) FOR FUNDING PHASE B CHADBOURNE STREET PEDESTRIAN CORRIDOR PROJECT; AND AUTHORIZING PROFESSIONAL AND, CONSULTANT SERVICES RELATING TO THE APPLICATION.

WHEREAS, the City of San Angelo five year Capital Improvement Plan (CIP) includes street improvements on Chadbourne Street, from Houston Harte to Washington Drive; and,

WHEREAS, the City of San Angelo desires to include within the scope of its CIP certain pedestrian and bicycle infrastructure as part of Chadbourne Street improvements, including on and off-road bicycle and pedestrian trail ways; and,

WHEREAS, prior to April 12, 2019, the City of San Angelo intends to submit a transportation alternative project Preliminary Application to the Texas Department of Transportation (TxDOT) under its 2019 Transportation Alternatives Set-Aside (TA Set-Aside) Program for areas of 200,000 or less population for a grant funding Phase B of the Chadbourne Street Pedestrian Corridor Project; and,

WHEREAS, prior to October 30, 2019, the City of San Angelo intends to submit a transportation alternative project Detailed Application to the Texas Department of Transportation under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for areas of 200,000 or less population for a grant funding Phase B of the Chadbourne Street Pedestrian Corridor Project; and,

WHEREAS, a City Council resolution of support is required as part of the application process in response to the 2019 Transportation Alternatives Set-Aside Call for Project applications; and,

WHEREAS, the City Council for the City of San Angelo shall provide additional sources of funding in support of the application;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1. The foregoing recitals are true and correct and are adopted as a part of this Resolution.
- Section 2. The City of San Angelo supports funding this project as described in the 2019 TA Set-Aside Call for Projects (including the construction budget, TxDOT's 15% administrative cost, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.
- Section 3. The City of San Angelo will serve as the public sponsor and lead project contact on this project.

- Section 4. The City of San Angelo is willing and able to enter into an agreement with TxDOT by resolution or ordinance, should the project be selected for funding.
- Section 5. The City of San Angelo will designate a Responsible Person in Charge, a Project Manager, and a Qualified Person to be actively involved in the project before beginning any work on the project.
- Section 6. The City of San Angelo authorizes staff to proceed to secure such professional and consultant services as are requisite to develop and submit a preliminary application followed with a detailed application, for the Chadbourne Street Pedestrian Corridor Project to TxDOT, in response to the 2019 Transportation Alternative Set-Aside Call for Projects.

PASSED, APPROVED, and ADOPTED on this the 19th day of March, 2019.

THE CITY OF SAN ANGELO

Attest: _____
Julia Antilley, City Clerk

Brenda Gunter, Mayor

Approved As to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, City Clerk, 325-657-4211

Meeting Date: March 19, 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 (Presentation made by Finance Director Tina Dierschke)

Summary/History:

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

- Chadbourne Street Pedestrian Corridor project

Financial Impact:

See Exhibit A of the ordinance.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|----------------------------------|------------------------------------|
| 1. Ordinance 04.01.19 | Ordinance 04.01.19.docx |
| 2. 03.19.19 FIN Budget Amendment | 03.19.19 FIN Budget Amendment.pptx |
| 3. BA Memo- Chadbourne | BA Memo- Chadbourne.pdf |

Presentation:

Approvals/Reviews:

Kimberly Holle
Tina Dierschke
Becky Dunn
Julia Antilley

Created/Initiated
Approved
Approved
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.**

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 19th day of March, 2019, and APPROVED and ADOPTED on this 1st day of April, 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 Capital Fund	\$1,500,000	\$1,500,000	\$-
Total	\$1,500,000	\$1,500,000	\$-

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Chadbourne Street Pedestrian Corridor project	San Angelo Development Corporation	\$1,500,000	\$1,500,000	\$-
	Total	\$1,500,000	\$1,500,000	\$-



City Council

March 19, 2019



Budget Amendment

General Capital Fund	Revenue	Expense
Development Corporation	\$1,500,000	
Chadbourne Street Project		\$1,500,000





City Council

March 19, 2019



Memo

To: Tina Dierschke, Finance Director
From: Charles Michalewicz, Public Works Projects Administrator
Date: 03/11/19
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the first two years of a five year funding agreement for the Chadbourne Street Pedestrian Corridor project.

Source of Funding:

City of San Angelo Development Corporation contribution of \$750,000 per year

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

Funding Plan Resolution approved on May 1, 2018.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
COSADC Contrubution	0	1,500,000	1,500,000
General Capital Projects	0	1,500,000	1,500,000
			0
			0
			0
			0

Additional Comments:

\$971,736.00 will be allocated immediately for design of Phase A.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 19, 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%

January - an increase of 4.94%

February - a decrease of 6.80%

March - an increase of 4.42%

Year to date, revenue is approximately \$666,113 more than budgeted.

Financial Impact:

Sales Tax revenue for fiscal year 2019 is over year-to-date budget by 7.24% and \$666,113 after March 2019 receipts.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------|-------------------------------|
| 1. | 3.19.19 Sales Tax Update | 3.19.19 Sales Tax Update.pptx |
|----|--------------------------|-------------------------------|

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke

Becky Dunn

Julia Antilley

Created/Initiated

Approved

Final Approval



City Council

March 19, 2019



Sales tax revenue

Up 4.42% in March compared with same month in prior year

- Over budget for revenue by \$666,113 year to date





City Council

March 19, 2019





APPLICATION FOR BOARDS and COMMISSIONS

Name: JOHN RODGERS
 Address: [REDACTED]
 City: San Angelo (unless otherwise noted) Zip: 76904
 Phone (Home): [REDACTED] Office: [REDACTED]
 Resident of San Angelo since: 2005 SMD: [REDACTED]
 Are you a registered voter of San Angelo? Yes: ✓ No: [REDACTED]
 Occupation / Business Affiliation: CONTRACTOR/BUILDER
 Occupation / Business Address: 634 MIUS PAUGH
 Position: OWNER
 Email: [REDACTED]

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

X [Signature] 11 MAR 2019
 Applicant's Signature Date

NOTE: This application is information of public record.* Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

RETURN TO: City of San Angelo, c/o City Clerk, 72 W. College, San Angelo, Texas 76903

Applying for:

- ☐ Airport Advisory Board
- ☐ Animal Shelter Adv Cmm*
- ☐ Civic Events Adv Board
- ☐ Civil Service Commission
- ☒ Construction Board of Adj/Apps*
- ☐ Design & Historic Review Cmm*
- ☐ Development Corporation
- ☐ Downtown Development Cmm*
- ☐ Fort Concho Museum Board
- ☐ Park Commission
- ☐ Parks & Recreation Adv Board
- ☐ Planning Commission
- ☐ Public Art Commission*
- ☐ Public Housing Authority
- ☐ Tax Incrmt Reinvsmt Zone Board*
- ☐ Water Advisory Board*
- ☐ Zoning Board of Adjustment

*specific membership criteria requirements apply-See back page for more information

Recommended by:

Tell us about yourself. Feel free to attach additional sheets, if necessary.

Based on you board selection, do you meet the membership criteria*? Yes ○ No ○ If so, which criteria: CONTRACTOR
 (see back page for board criteria) COMMERCIAL/
RESIDENTIAL

Education and/or Professional Licenses: BBA - ANGLO STATE

Current Municipal and Civic Organization Memberships (Positions & Dates): N/A

Previous Municipal Experience (Positions, Dates, Where): N/A

What personal qualifications can you bring to this board? GENERAL KNOWLEDGE OF
BUILDING REQUIREMENTS & PROCESSES

What is your personal vision for the City? BUILD AFFORDABLE QUALITY HOMES
THAT HELP FAMILIES PROVIDE SHELTER

Why do you want to serve on this board? I WOULD LIKE TO SEE GOVERNMENT
RUN FROM AN EDUCATED/LOGICAL STANDPOINT

Anything else you would like for us to know? [REDACTED]

*The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 657-4405.

For Office Use Only:

Appointed by:

CI Co Appt/Reappt Date:

Term Dates: To

From