



City Council Agenda 11/7/2023

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held November 7, 2023 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 & Pledges

3. Proclamations/Recognitions

- a. Proclamation of November 7, 2023 as National Adoption Day
- b. Proclamation of November 11, 2023 as Veteran's Day
- c. Proclamation of November 15, 2023 as America Recycles Day

4. Public Comment

Issues or concerns not on the Regular Agenda may be raised by the public at this time. Citizens should speak from the podium, address all comments to the dais, begin by stating their name and address or Single Member District number, and limit their remarks to less than three minutes.

5. Consent Agenda

- a. Consider approving the October 17, 2023, City Council regular meeting minutes (Heather Stastny)
- b. Consider approving a License Agreement with Concho Christmas Celebration LLC, to allow access to 505 S. Chadbourne for the display of Christmas lights, and authorizing the City Manager to negotiate and execute all related documents (Sarah Tackett-Torres)
- c. Consider accepting the donation of lot 6 and the northern part of lots 7 thru 10, block 194, Wayland Annex, from J Mark McLaughlin for use by the Parks and Recreation Department, and authorizing the City Manager to negotiate and execute all related documents (Carl White, Sarah Tackett-Torres)
- d. Consider approving a Miscellaneous Pipeline Easement in the amount of \$2,350 for use of right-of-way to construct and maintain a 30 inch casing housing and 18 inch waterline in the general location of the North Concho River crossing of Martin Luther King Dr. and S. Randolph St., and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Consider approving the purchase of water meters from Core and Main, Inc. in the amount of \$2,055,476.70 for year two of the meter replacement program, budgeted for purchase in fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- f. Consider awarding ES-05-23 Pavement Improvements N. Chadbourne Street Project to Reece Albert, Inc. in the amount of \$6,223,085, and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

- g. Consider approving Amendment #6 to the Master Airport Agreement with Aviation Engineers to reconfigure Runway 9/27 to Taxiway H and install Taxiway edge lighting design in the amount of \$513,029.50, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
- h. Consider approving an amendment to the interlocal agreement between the City of San Angelo and Tom Green County for the joint operation of the San Angelo/Tom Green County Office of Emergency Management (Patrick Brody)
- i. Consider approving an agreement with Art in Uncommon Places allocating \$25,000 of Hotel Occupancy Tax receipts for eligible activities, and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- j. Consider approving an agreement with San Angelo ISD to loan equipment purchased with PEG funds to be used for TV production by SAISD on their PEG TV channel and authorizing the City Manager to negotiate and execute any related documents (Brian Groves)
- k. Consider a resolution to approve a Co-Op agreement between the City of San Angelo and THF River Point, LP tax credit project, and authorizing the City Manager to negotiate and execute all related documents (Bob Salas)
- l. Consider a resolution approving paid time off for City employees who contribute a "fair share" or greater to the United Way campaign (Veronica Sanchez)
- m. Consider accepting an annexation petition for 15.496 acres of land, located west of Red Oak and Scarlet Oak and north of Dominion Ridge Dr., and setting a public hearing for November 21, 2023 (Aaron Vannoy)
- n. Second reading of an ordinance for Z23-07 to rezone property from the Heavy Commercial zoning district to the Neighborhood Commercial zoning district, being 2.473 acres, located at 1261 and 1349 Glenna St. (Aaron Vannoy)
- o. Second reading of an ordinance amending Planned Development 05-03 to extend uses currently allowed in specific areas on the lot (Civic, Institutional, Religious, Educational, Athletic and Neighborhood Commercial) to be allowed throughout the entire property located at 5687 Melrose Ave. (Aaron Vannoy)

6. Regular Agenda

Comments regarding items on the Regular Agenda may be made by the public when each item is discussed as outlined above. Applicants, proponents, and appellants are exempt from the time limit above and instead must limit their remarks to less than five minutes.

- a. Consider a resolution designating the number of votes to be cast for each nominee for the Board of Directors of the Tom Green County Appraisal District (Presentation made by City Clerk Heather Stastny)
- b. Consider a resolution approving a request for a variance to allow the sale of alcoholic beverages, beer, and wine at 2635 Johnson St., a property within 300-ft of a public school (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)
- c. First reading and public hearing of an ordinance amending Chapter 10 "Traffic Control", Article 10.03 "Operation of Motor Vehicles", Section 10.03.091 "One-way Streets and Alleys" of the Code of Ordinances to assign a portion of Howe St. as one-way during designated hours, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Operations Director Patrick Frerich)

7. Closed Session

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

- a. Section 551.071 - Consultation with attorney regarding Marc 3 Border Patrol hangar paving contract

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations
Airport Advisory Committee: Sam Strahan (SMD5) to a first term ending October 2025
- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 1st day of November 2023, at 4:26 p.m.


Heather Stastny, City Clerk

All agenda items are subject to action. 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 ADA Coordinator at 325-657-4407 for request, or by completing a request form online at cosatx.us/ada.

Citizen requests to display materials on the city's monitors must submit the request 96 hours prior to the meeting by email to Heather.Stastny@cosatx.us. Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

City Council regular meetings are broadcast on SATV Channel 17-Government Access at 10:30 a.m. and 7:00 p.m. every day, beginning the evening of the meeting until the evening of the next meeting.

Proclamation

All children deserve a safe place to live and grow, and each year many Texas children find a forever home thanks to adoptive families. In Tom Green County, there are many children currently in foster care awaiting a forever family to bring them home.

During the month of November, communities across the country come together to observe National Adoption Month to encourage and complete the adoptions of children in foster care and to celebrate the families who choose to adopt.

The City of San Angelo recognizes National Adoption Month in support of the adoptive families here in our own community and encourages others to open their hearts to children in need of loving and permanent homes.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim November 2023 as

NATIONAL ADOPTION MONTH

in San Angelo, Texas, and call on all citizens to remember the children and families who have joined their lives through the miracle of adoption; open their hearts and minds to the idea of opening their own homes to children in need; and congratulate the new families to be formed during National Adoption Month.

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 7th day of November, 2023.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

The City of San Angelo is extremely pleased and honored to pay tribute to our distinguished Veterans of the Armed Forces, and Active-Duty, Reserve and National Guard personnel of the United States of America for their service and sacrifice to our great nation. These brave men and women in military uniform serve our nation with honor, distinction, and dedication in war, international conflicts and during times of peace.

Our nation's well-being, prosperity and sense of peace is largely due to the sacrifices made by our men and women in the military. The courageous veterans in our community have earned our everlasting gratitude for serving our nation with devotion and love of country. During their service and afterwards, Veterans and Active-Duty personnel, contribute to the San Angelo community, Texas, and our nation by offering skills, education, leadership, and dedication learned in the armed forces.

Furthermore, let us also honor the families of armed service members missing-in-action, which continue to endure uncertainty of the fate of their loved ones "unaccounted for". Finally, may we praise the families of all those who have served quietly, with little recognition, for their undying commitment to and support of their veterans.

In celebration of this day, as we proudly wave our flags, watch holiday parades, and sing patriotic songs, let us stop for a moment to remember the sacrifices that our women and men in the armed forces have made for us so that we can enjoy the privileges and freedoms of our great nation.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim November 11, 2023, as

VETERANS DAY

in San Angelo, Texas and ask citizens to remember with eternal respect the service and sacrifices of all our former and current active-duty personnel of the Armed Forces of the United States of America.

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 7th day of November 2023.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

On America Recycles Day, we promote the benefits of recycling for our health, environment, and economy and we renew the efforts all of us can take to meet the obligations we have to future generations. By manufacturing and packaging more recyclable products, producing less waste, and reusing precious resources, we can cut greenhouse gas emissions and create new good-paying jobs.

America Recycles Day began in Texas, to spread information about recycling in the state and encourage more people to recycle their waste. They proposed the conversion of Texas Recycles Day to America Recycles Day and America Recycles Day was born where over 40 states participated. Thanks to the work by the Recycling Coalition and the America Recycles Day events, recycling has increased from 7% in the 1960s to 32% today.

We all have a role to play and we must build an economy and environment that prioritizes reducing, reusing, and recycling materials. As a community, we can focus on “Creative Innovation” and encourage citizens to think outside the box and find new ways to reduce, reuse, and recycle. Let’s all rally behind disposing of waste in the proper bins whenever possible, re-using containers, composting food, and using products made with recycled materials.

San Angelo is a remarkable community worth preserving and safeguarding, where humans and nature can co-exist in harmony and champion the sustainability of our environment.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, do hereby proclaim November 15, 2023 as

AMERICA RECYCLES DAY

and together, we can create a cleaner and greener country that secures our future for generations to come.

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 7th day of November 2023.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, October 17, 2023

Quorum Present:

Mayor Brenda Gunter
Mayor Pro tem Lucy Gonzales, SMD 4
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Harry Thomas, SMD 3 via Zoom
Council Member Karen Hesse Smith, SMD 5
Council Member Larry Miller, 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, October 17, 2023, at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided by San Angelo Police Department Chaplain Gary Jenkins, and pledges led by San Angelo Police Department Chaplain Marcella Jenkins.

3. Proclamations/Recognitions

October 22-28, 2023, was proclaimed as EnPleinAirTexas Week.

October 23-31, 2023, was proclaimed as Red Ribbon Week.

October 2023 was proclaimed as Energy Efficiency Month.

4. Public Comment

Citizen Michael LePak (SMD 3) invited citizens and Council to attend Markets Along the Concho.

Citizen Alex Rios (SMD 5) requested Council consider a downtown parking permit as an alternative for downtown business owners and employees as an alternative to the three-hour parking limitations.

Citizen Evelyn Smith (SMD5) spoke in support of Markets Along the Concho.

Citizens Alfredo Castro (SMD5) and Caden Tucker (SMD5) requested attention to speeding along Live Oak between Johnson and Washington.

5. Consent Agenda

- a. Approval of the October 3, 2023, City Council regular meeting minutes (Heather Stastny)
- b. Authorization of the sale of 3338 Jaycee Road, Lots 2 & 3, Block 1 to the current lease holder for the appraised value, and authorizing the City Manager to negotiate and execute all related documents (\$187,000) (Sarah Tackett-Torres)
- c. Approval of Change Order #3 to BuyBoard Contract #635-21 with Insituform Technologies, LLC for the A&M Waterline Pipe Bursting Project in the amount of (\$113,223.20) and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- d. Approval of Change Order #3 to RFB ES-01-22 College Hills Blvd. Reconstruction to Reece Albert Inc. in the amount of (\$160,309.62) and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

- e. Adoption of two resolutions approving an Advanced Funding Agreement between the City of San Angelo and the State of Texas, per the terms of TxDOT's Highway Safety Improvement Program (HSIP), being related to the Traffic and Pedestrian Signal at:
 - 1. Grape Creek Rd. and 29th St. with the City's contribution of funding in an amount not to exceed \$21,883; (Pg. 483, 2023-096)
 - 2. W. Ave N from College Hills to Austin St. with the City's contribution of funding in an amount not to exceed \$20,792 (Patrick Frerich) (Pg. 485, 2023-097)
- f. Approval of interlocal agreement with Tom Green County providing for Crisis Intervention Unit services with associated costs not to exceed \$23,101 for fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (David Howard)
- g. Approval of interlocal agreement with Tom Green County providing for Mental Health Unit services with associated costs not to exceed \$146,730 for fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (David Howard)
- h. Ratification of the Fiscal Year 2023 San Angelo Police Department Seizure/Forfeiture fund purchases (David Howard)
- i. Approval of amendments to Civic Events policies (Sidney Walker)
- j. Approval of amendments to Civic Events by-laws (Sidney Walker)
- k. Ratification of a resolution by COSADC authorizing a project under Chapter 501 and 505 of the Texas Local Government Code to utilize sales and use tax funds in an amount not to exceed \$29,700 as an Economic Development Incentive to Lip Chip, LLC, subject to City Council approval and authorizing the board president to negotiate and execute all necessary documents (Michael Dane)
- l. Second reading and adoption of an ordinance reauthorizing Article 1.09 Taxation, Division 3 Uniform Tax Abatement Policy of the City Code of Ordinances which expired November 15, 2018 (Michael Dane) (Pg. 487, 2023-098)
- m. Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for Historic Orient Sante Fe Depot, Inc. (Tina Dierschke) (Pg. 488, 2023-099)

Motion: Council Member Thompson made a motion, seconded by Council Member Gonzales, to approve the Consent Agenda, with the exception of item 5e. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

Motion: Council Member Miller made a motion, seconded by Council Member Hiebert, to approve 5e, as presented by Operations Director Patrick Frerich. The motion carried (7) ayes to (0) nay, with no public comment.

6. Regular Agenda

- a. Chamber of Commerce Economic Development Midyear Update & 2022 look back presentation (Presentation made by Chamber Vice President of Economic Development Michael Looney)

No Action Taken on this item.

- b. Consideration of a request for an appeal of the Planning Commission's denial of a Conditional Use, CU23-41 for a Short-Term Rental, located at 2274 Joy Rd. in the RS-1 zoning district (Presentation made by Planning & Development Services Director Jon James)

Applicant Tim White (SMD 6) spoke in favor of the conditional use permit and answered questions from Council about the property and plans.

Citizens Jerry Lancaster (SMD1) and Ken Taylor (SMD1) spoke in opposition of the conditional use for a Short-Term Rental.

Motion: Council Member Hiebert made a motion, seconded by Council Member Hesse Smith, to uphold the Planning Commission's denial of CU23-41 for a Short-Term Rental. The motion carried (6) ayes to (1) nay, with Council Member Gonzales casting the dissenting vote.

Quorum for Remainder of Meeting:

Mayor Brenda Gunter
Mayor Pro tem Lucy Gonzales, SMD 4
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Karen Hesse Smith, SMD 5
Council Member Larry Miller, SMD 6

7. Closed Session

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

- a. Section 551. 087 - Business prospect negotiations regarding:
 1. Project Bess
 2. Technology Tower
 3. Project Braided Mane
 4. Project Reserve
 5. Project Scatter
 6. Project Aquatex
- b. Section 551.071 – Consultation with attorney regarding Marc 3 Border Patrol hangar paving

8. Follow Up and Administrative Issues

- a. Consideration of items discussed in Closed Session, if needed
- b. Approval of various Board nominations

Airport Advisory Board: Mark Clark (SMD 3) to a second term, Paul Rothband (SMD 4) to a first term, both ending October 2025

Tax Increment Reinvestment Zone Board: Carlos Rodriguez (SMD 5) to a first term ending July 2025

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to approve the item as presented. The motion carried unanimously (6) ayes to (0) nays, with no public comment.

- c. Announcements and consideration of Future Agenda Items

9. Adjournment

Consensus: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to adjourn the meeting.

There being no further business, the meeting adjourned by consensus at 11:15 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, 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 of 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: Sarah Tackett-Torres, Real Estate Manager, Real Estate

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider approving a License Agreement with Concho Christmas Celebration LLC, to allow access to 505 S. Chadbourne for the display of Christmas lights, and authorizing the City Manager to negotiate and execute all related documents (Sarah Tackett-Torres)

Staff Recommendation:

Approve

Summary/History:

Concho Christmas Celebration, LLC. has requested access to 505 S. Chadbourne for the placement of a light display to be placed on the roof and side of the building. Due to the Oaks Street Bridge construction, the route for the light tour had to be changed.

Access to 505 S. Chadbourne will help direct the flow of traffic for the light tour.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|--------------------------------|---------------------------------|
| 1. Diagram of display | Diagram of display.pdf |
| 2. Diagram of "Santa" Display | Diagram of "Santa" Display.pdf |
| 3. Picture of "HOHOHO" display | Picture of "HOHOHO" display.pdf |
| 4. Map of Route | Map of Route.pdf |

Presentation:

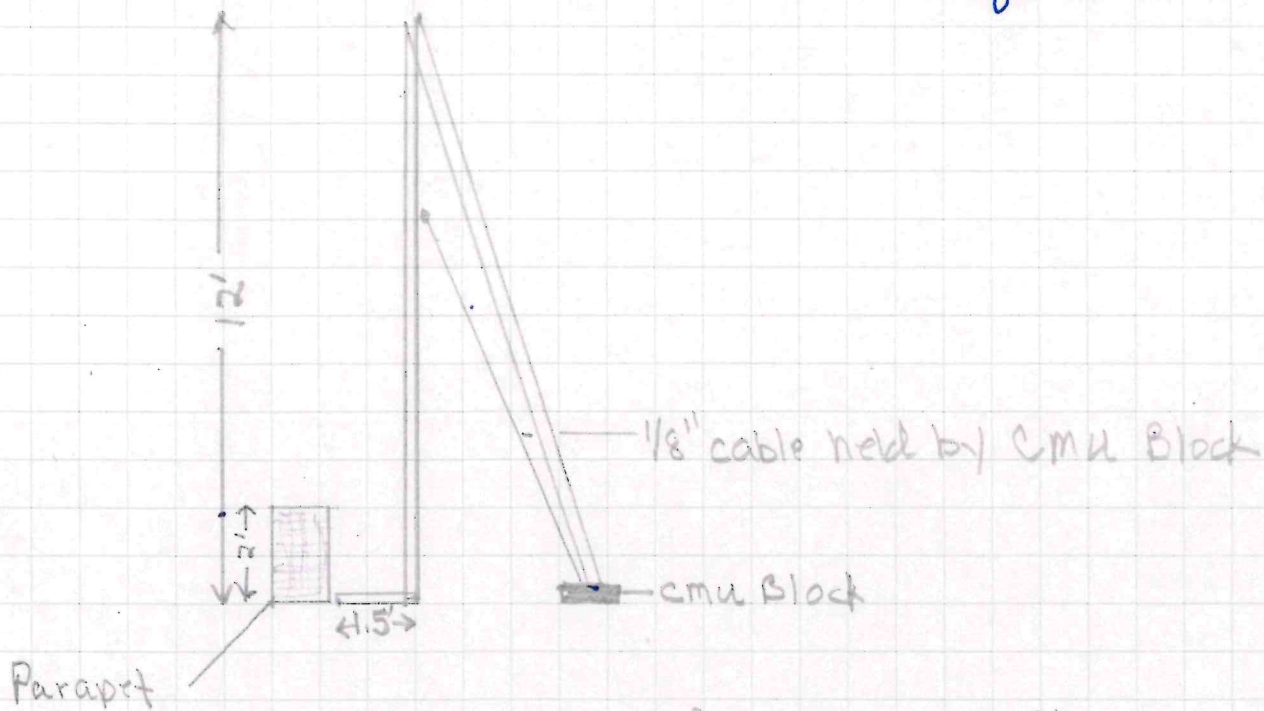
Sarah Tackett-Torres

Approvals/Reviews:

Sarah Tackett-Torres
Theresa James
Theresa James
Heather Stastny

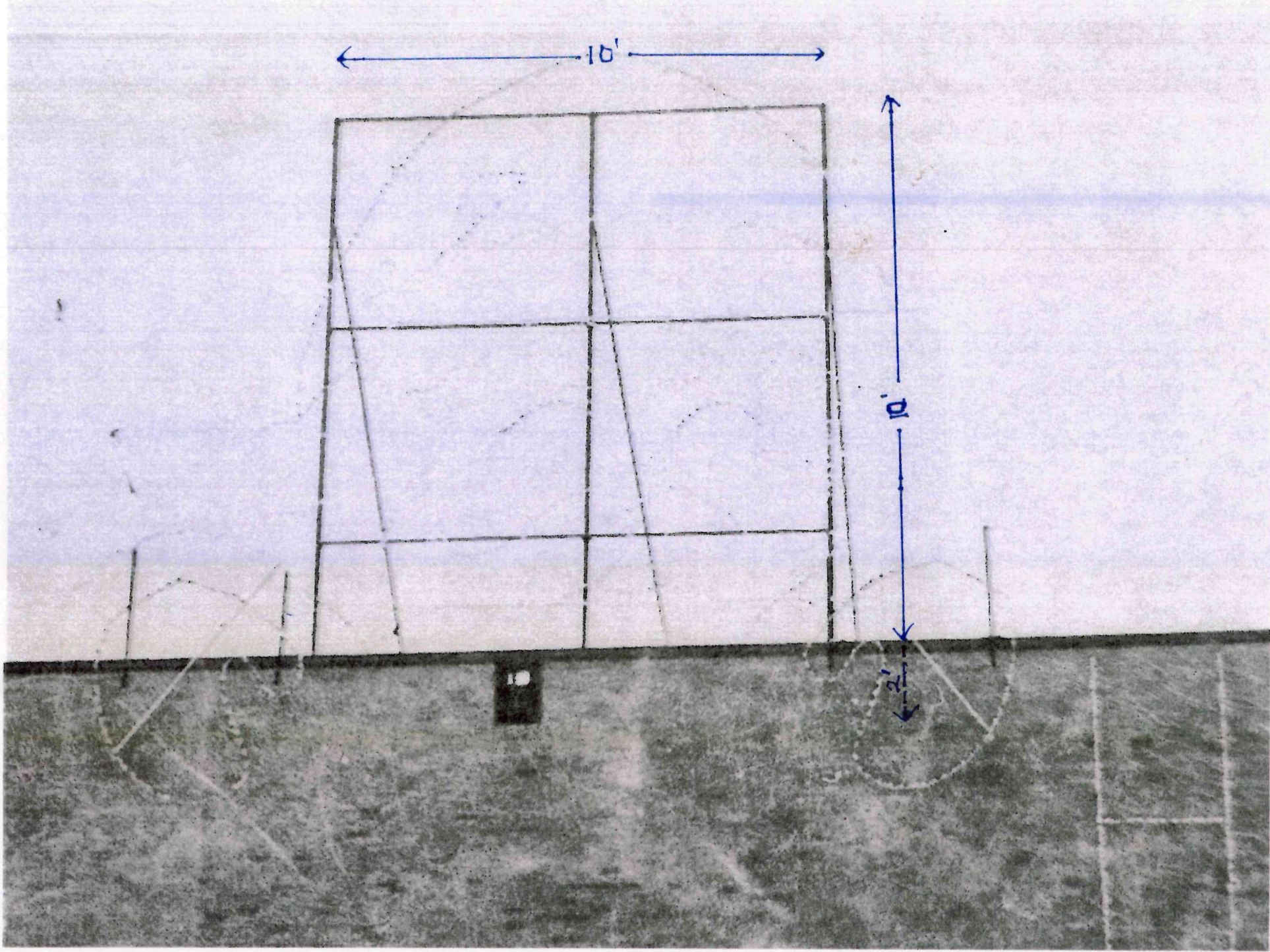
Created/Initiated
Approved
Approved
Final Approval

Kelly Hartman inspect roof
for damage/etc
• prior put up
• after removed



ALL Roof Contact Protected with $\frac{3}{8}$ OSB
OSB for workers to stand on

Santa's Hands Rest on Parapet





Christmas Lights Route

Start at N Koenigheim St

Post Office

Santa Fe Golf Course

San Angelo Visitor Center

Farmer's Market

End at E Washington Dr

Map includes a compass rose in the bottom left corner.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sarah Tackett-Torres, Real Estate Manager, Real Estate

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider accepting the donation of lot 6 and the northern part of lots 7 thru 10, block 194, Wayland Annex, from J Mark McLaughlin for use by the Parks and Recreation Department, and authorizing the City Manager to negotiate and execute all related documents (Carl White, Sarah Tackett-Torres)

Staff Recommendation:

Accept

Summary/History:

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Map_McLaughlin_Sherwood Way & Pecos Map_McLaughlin_Sherwood Way & Pecos.docx

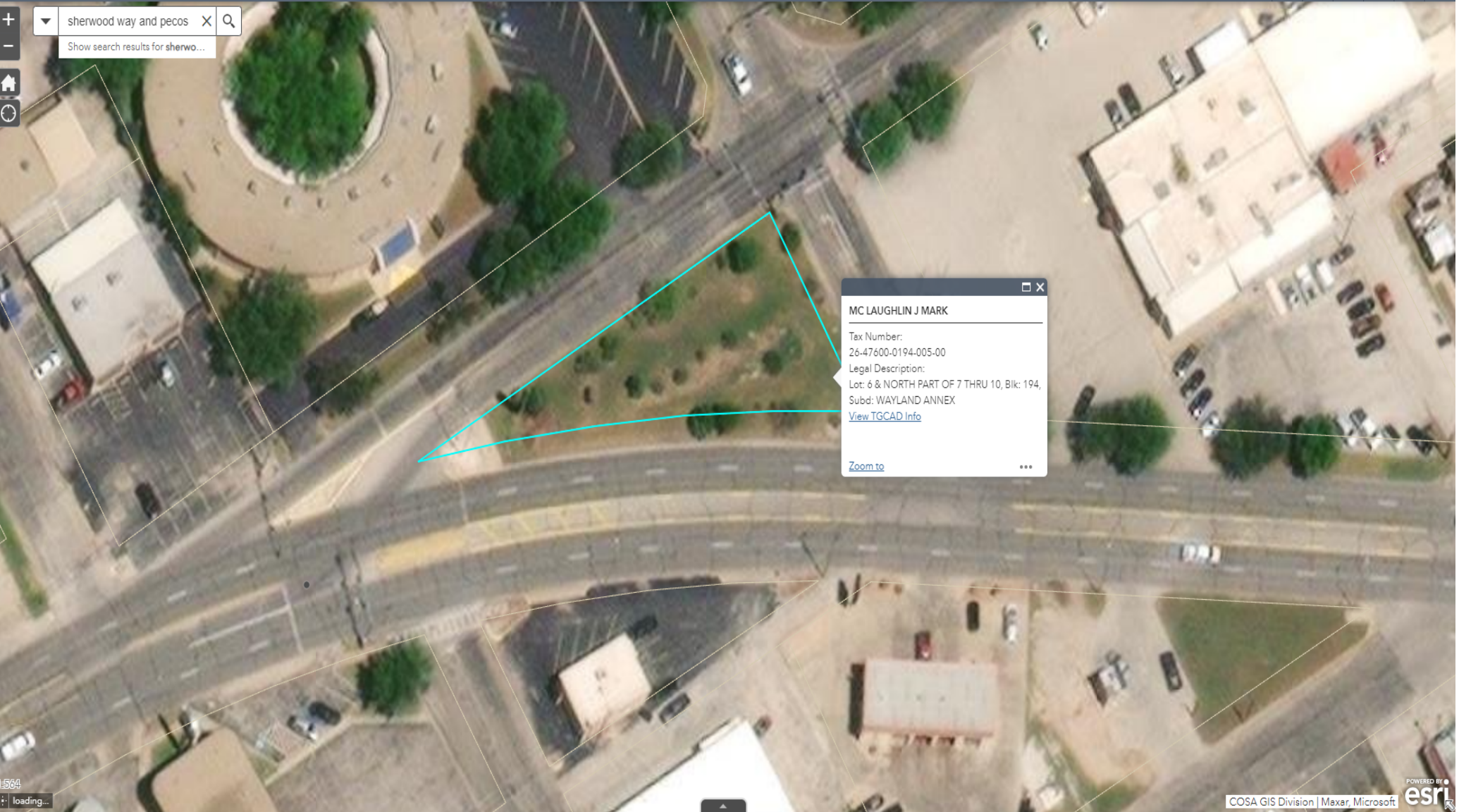
Presentation:

Sarah Tackett-Torres

Approvals/Reviews:

Sarah Tackett-Torres
Sarah Tackett-Torres
Theresa James
Jeffrey Tomlinson
Tina Dierschke
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider approving a Miscellaneous Pipeline Easement in the amount of \$2,350 for use of right-of-way to construct and maintain a 30 inch casing housing and 18 inch waterline in the general location of the North Concho River crossing of Martin Luther King Dr. and S. Randolph St., and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The 18 inch cast iron water main that runs along Randolph and Martin Luther King Drive has reached the end of its useful life and is scheduled for replacement in FY 2024. This main crosses under the North Concho River where Randolph Street intersects the river. The City must acquire an easement from the General Land Office of the State of Texas for the water line and its casing to cross under the river at this location. The original water line was placed there prior to the current regulations requiring easements to cross the river with public utilities.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Waterline/Supply Projects	512-4100-800.07-30		\$2,350

Financial Impact:

Total consideration payment for the pipeline easement is \$2,350.00 for a 10 year term budgeted out of the fiscal year 2024 Water Capital Fund.

Other Information/Recommendation:

Staff recommends approval of the easement agreement with the General Land Office.

Attachments:

1. ME20230091INV050523 ME20230091INV050523.pdf

Presentation:

Shane Kelton

Approvals/Reviews:

Charles Michalewicz

Pete Madrid Jr.

Patrick Frerich

Shane Kelton

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

May 5, 2023

Lance Ferland
City of San Angelo
301 W. Beauregard Avenue
San Angelo, TX 76903-6370

Re: Miscellaneous Easement No. ME20230091
Tom Green County, Texas

Dear Mr. Lance Ferland:

Attached is the contract for the above referenced project. A consideration of \$2,000.00 has been assessed.

Please print the contract, sign before a notary public and return the contract, along with a check in the amount of \$2,350.00, made payable to the General Land Office (GLO), to the attention of Leasing Operations, to the address below within twenty (20) days of receipt of this letter. This figure represents the 10 year land-use fee, the required \$350.00 application fee, and the surface damages if applicable.

Please return a copy of the enclosed invoice with your signed contract and payment. This will ensure that the payment is properly credited to your account.

Please note that if the signature block is not filled out completely and properly notarized then your contract may be declined and further delay the execution of your easement.

When the contract is received and executed by the GLO one original will be returned to you for recording and one retained for our files.

Submission of the signed and notarized contract to the GLO will constitute City of San Angelo's acceptance of all contract provisions. **Please note all Special Conditions and requirements stated in the contract.**

If you have any questions, please email me at James.Ybarbo@glo.texas.gov or call me at (512) 463-5184.

Sincerely,

James Ybarbo
Leasing Operations

Enclosures

USE THIS STATEMENT, AS THE FIRST PAGE, WHEN RETURNING THE SIGNED CONTRACT



Invoice for Account C000007443

Texas General Land Office - Commissioner Dawn Buckingham, M.D.
PO Box 12873 - Austin, TX 78711-2873

Customer Service (800) 998-4456 8:00am – 5:00pm Monday – Friday

Customer Information

Statement date: May 5, 2023

City of San Angelo
301 W. Beauregard Avenue
San Angelo, TX 76903-6370

Activity Description
Pipeline-Brine Disposal,
Pipeline-Other

Invoice Summary

Contract Term: Effective Date 05/01/2023 - Expiration Date 04/30/2033
Total Consideration Payment: \$2,350.00

Amount Due

Invoice Date	Due Date	Lease Number	Description	Amount
May 5, 2023	May 25, 2023	ME20230091 AUS55108	Fee	\$350.00
May 5, 2023	May 25, 2023	ME20230091 AUS55108	Rental Payment	\$2,000.00
Total Due				\$2,350.00

Preparer: jybarbo

CustomerID: C000007443

The State of Texas



Austin, Texas

MISCELLANEOUS EASEMENT (PIPELINES)

ME20230091

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TOM GREEN

This Miscellaneous Easement (the "Agreement"), ME20230091, is granted by virtue of the authority granted in Section 51.291, *et seq.*, TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE §13.12, *et seq.*, and all other applicable statutes and rules, as the same exist on the date hereof or as they may be amended from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office, (the "GRANTOR"), hereby grants to City of San Angelo, a city, whose address is 301 W. Beauregard Avenue, San Angelo, TX 76903-6370, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

ARTICLE II. PREMISES

2.01. The easement is located across State-owned land in Tom Green County, Texas, described as follows:

North Concho River and the easement is a right-of-way 8.7 rods long and 30 feet wide, being 15 feet either side of a centerline formed by the Improvements (as hereinafter defined), as constructed (the "Premises"). Notwithstanding the foregoing, during the period of initial construction not to exceed 120 days, the easement width shall be 100 feet wide, being 50 feet either side of the centerline instead of the easement width mentioned above. In addition, if repair and/or replacement of the pipeline is necessary, for a period not to exceed 60 days, Grantee shall again be granted additional easement width which shall be 100 feet wide being 50 feet either side of the centerline.

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A and the Survey Plat attached hereto as Exhibit B, collectively incorporated by reference for descriptive purposes.

2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.

2.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS

FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND GRANTEE TAKES SUBJECT TO ANY SUCH PRIOR GRANT AND/OR ENCUMBRANCE. GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY OR COUNTIES IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

ARTICLE III. TERM

3.01. This Agreement is for a period of ten (10) years, beginning on May 1, 2023, and ending on April 30, 2033, unless renewed, amended, or sooner terminated as authorized by law or as set forth herein.

3.02. Provided that Grantee has complied with all provisions of this Agreement, Grantee shall have the right to extend and renew this Agreement pursuant to 31 TAC §13.17(c) and (d) for an additional like term based on the then current rate schedule and on the terms and conditions provided hereunder, by taking the following actions:

- (i) providing written notice to the GRANTOR of Grantee's intent to renew the Agreement not less than ninety (90) days prior to expiration of the term of this Agreement; and
- (ii) completing and submit to the GRANTOR for approval, an application for renewal within thirty (30) days following the notice provided in Section 3.02(i); and
- (iii) paying the applicable renewal fee, pursuant to the rate schedule in effect at the time of renewal; and
- (iv) providing documentation showing the current location of the Improvements. This documentation shall include spatial coordinates sufficient for determining that the pipeline(s) lie within the approved Premises. Such information may be in the form provided to the U.S. Department of Transportation, provided that such documentation includes the current location and spatial coordinates. Notwithstanding the foregoing, and provided that the pipeline has been in place for at least twenty (20) years (an "older pipeline"), Grantee may, in lieu of providing such actual dimensions and spatial coordinates, satisfy the requirements of this subsection (iv) by providing a certified written statement by a professional engineer which states that the engineer, despite having employed best efforts to do so, can not ascertain the burial depth and/or location coordinates of such existing pipeline from Grantee's existing records and documentation. Any such certified statement shall also include any documentation in Grantee's possession relating to either the actual dimensions or spatial coordinates of the Improvements. If Grantee, at any time, later discovers or determines the actual burial depth and/or location coordinates of an older pipeline, Grantee agrees to submit such documentation to GRANTOR. If either GRANTOR or Grantee determine that an older pipeline is not actually located within the right of way described in this Agreement, both GRANTOR and Grantee will enter into an amendment to this Agreement to correct the right of way description provided such right of way is located on State-owned land. In any event, Grantee **will indemnify** GRANTOR pursuant to Section 8.01 of this Agreement even if some or all of the Improvements are not located on State-owned land.

3.03. In the event that Grantee shall fail to comply with the requirements of Section 3.02, Grantee shall be in default hereunder; however, the easement shall not terminate until GRANTOR provides notice of such failure and allows a period of thirty (30) days for Grantee to cure such failure and default. Grantee's failure to comply with Section 3.02, even if subsequently cured to GRANTOR'S satisfaction, shall be deemed a forfeiture of any right Grantee may have to renew the Agreement. GRANTOR may require (i) the full then-current fee as calculated for a new easement, or, (ii) the applicable renewal fee pursuant to the rate schedule in effect at the time of renewal, plus an administrative penalty as determined by GRANTOR.

ARTICLE IV. CONSIDERATION AND TAXES

4.01. A. As consideration ("Consideration") for the granting, or if applicable, renewal of this easement, Grantee agrees to pay the GRANTOR (payable to the Commissioner of the General Land Office at Austin, Texas) the sum of Two Thousand and 00/100 Dollars (\$2,000.00), due and payable upon the execution of this Agreement.

B. Past due Consideration and other past due payments shall bear interest as provided in TEX. NAT. RES. CODE Section 51.301, as amended from time to time. Failure of Grantee to make a payment on or before the date the same becomes due shall be deemed an act of default and, at the GRANTOR'S option, cause all payments to become due and payable immediately; provided, however, GRANTOR shall give Grantee notice of such default and allow a period of thirty (30) days within which to cure the default before exercising such option to accelerate such payments.

4.02. In addition to the above, Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against Grantee's interest in the Premises or on the Improvements constructed thereon.

4.03. Grantee agrees to and shall protect and hold the GRANTOR harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof.

ARTICLE V. USE OF THE PREMISES

5.01. Grantee and Grantee's employees, contractors, and agents shall have the right to use the Premises for a right-of-way to construct, maintain, operate, inspect, repair, change the size of, and replace one (1) 30-inch casing housing one (1) 18-inch O.D. pipeline for the purpose of transporting potable water (the "Improvements"). Grantee shall not change (i) the operation of the pipeline in any material respect or (ii) the category of products therein, without GRANTOR'S written permission, such permission not to be unreasonably withheld. It shall not be unreasonable for GRANTOR to withhold its consent for reasons that include, but are not limited to, Grantee's request for: a change in the category of products to be transported that is more "sour" (with reference to hydrogen sulfide content), or that is more volatile, than the original product category to be transported as contemplated by the Agreement; or, a change to a category of products that includes any non-hydrocarbon substances. Also, it shall not be unreasonable for GRANTOR to (a) condition its consent on Grantee procuring and providing proof to GRANTOR of adequate insurance to protect the Premises and (b) charge fees for (i) additional pipelines, and (ii) changes in use operation, including but not limited to, a use separate and apart from the original use contemplated by the Agreement, e.g. fiber optics and reverse flow. GRANTOR agrees to grant or deny such permission within thirty (30) days following Grantee's request for a category use change, provided such request includes all information necessary for GRANTOR to make an informed decision.

5.02. A. The GRANTOR and Grantee hereby acknowledge and agree that each shall have reciprocal rights of ingress and egress to and from the Premises across contiguous or adjacent State-owned land or land owned by Grantee, provided in the exercise of this right the GRANTOR and Grantee agree not to unreasonably interfere with the other party's (or that party's agents, assignees, or designees) use of its property. At its sole cost, risk, and expense, Grantee shall have the right of ingress and egress for the purposes authorized by Section 5.01 and such right is not granted for any other purpose. Grantee and the GRANTOR mutually agree to coordinate the use of contiguous or adjacent State-owned land or land owned by Grantee, respectively, and to exercise such right of use only to the extent and in the manner allowed by the respective interests of the parties in the subjects lands and for the length of time necessary to provide access to and from the Premises. Notwithstanding any other provisions to the contrary, no easement is created by this Section 5.02; instead, a license is granted to the parties and their respective officers, employees, agents and contractors for the limited purposes set forth herein.

B. Grantee acknowledges and agrees that the GRANTOR'S right of ingress and egress described in Section 5.02.A. of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on

the Premises by Grantee remain on the Premises, as necessary for the GRANTOR to confirm the removal (in whole or in part) of the Improvements, and/or until any claims of liability against GRANTOR arising in connection with the Improvements are finally resolved. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement, but only for so long as the Improvements remain on the Premises and/or any claims for liability have not been finally resolved.

5.03. A. Grantee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions"):

1. If a leak occurs in a pipeline, Grantee shall take all immediate action to prevent further release, as comports with industry practice or complies with applicable regulatory requirements.
2. In light of the pipeline industry's indicated willingness to improve safety standards, as well as new regulations being promulgated by the Department of Transportation's Office of Pipeline Safety, and also the new federal pipeline health and safety legislation pending in the U. S. Congress, this easement is granted upon condition of applicant's specific compliance with all applicable federal, state and local statutes, rules and regulations, and generally accepted industry practices and standards presently in force and as amended in the future.
3. Grantee is required to perform mitigation and/or pay surface damage fees according to the GRANTOR's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the GRANTOR of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the GRANTOR to Grantee following said damages.

B. Prior to any construction, installation, repair, or other activities on the Premises, Grantee shall provide written notice of all the terms of this Agreement relating to the particular activity to any contractor and/or agent involved in any such activity. On request, Grantee shall send a copy of such notice to the General Land Office, ATTN: Leasing Operations, 1700 North Congress Avenue, Austin, Texas 78701-1495.

5.04. GRANTOR shall have the right to use or to permit the use of any or all of the Premises for any purpose deemed, in GRANTOR'S sole discretion, not to be inconsistent with Grantee's easement grant. GRANTOR, its agents, representatives and employees shall have the right to enter upon the Premises at any reasonable time (or any time in case of emergency) for purposes of inspection, repair, and any other purpose necessary to protect GRANTOR'S interests therein. Except in the event of an emergency, in which case no notice is required by GRANTOR, if GRANTOR reasonably believes that a repair is necessary to protect the health and safety of the public, the environment, or the value of GRANTOR'S property, GRANTOR shall give Grantee reasonable prior written notice of the necessary repair. If GRANTOR gives such notice, and Grantee does not initiate immediate action to pursue to completion such repair with diligence, GRANTOR may, but shall not be obligated to, undertake that repair, all costs of which shall be immediately due and payable by Grantee on GRANTOR'S demand. This Section 5.04 is for the sole purpose of providing a mechanism for GRANTOR to respond to a situation in which immediate action is required to protect the State and/or public interest and such immediate action has not been initiated by or on behalf of Grantee.

5.05. Grantee shall not use, or permit the use of the Premises for any illegal purpose. Grantee shall comply, and will cause its officers, employees, agents, contractors and invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises.

5.06. Failure by Grantee to construct, maintain and operate the Improvements in accordance with this Article V may render such Improvements "unauthorized structures" as defined under TEX. NAT. RES. CODE §51.302 and subject them to sanctions provided therein.

ARTICLE VI. ASSIGNMENTS

6.01. A. Grantee shall not assign the Premises or the rights granted herein, in whole or part, to any third party for any purpose without prior written consent of the GRANTOR, which consent may not be unreasonably withheld. For purposes of this Section 6.01 A, the phrase "third party" shall not include any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest.

B. Grantee may assign this Agreement without GRANTOR'S consent to (a) a parent entity, (b) any affiliate of Grantee controlled by the same parent entity, or (c) any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest, provided that, in any of the foregoing events, (i) the resulting entity agrees in writing to assume and perform all of the terms and conditions of this Agreement, and (ii) Grantee provides notice to GRANTOR of any such assignment within thirty (30) days of such assignment. In the event of such assignment, it is understood and agreed by both Grantee and GRANTOR that the original Grantee remains liable to GRANTOR under all terms and provisions of the Agreement.

C. Any assignment which fails to comply with the foregoing provisions shall be void and of no effect.

D. This provision and the prohibition against unauthorized assignments contained herein shall survive expiration or earlier termination of this Agreement. For purposes of this Agreement, an assignment is any transfer, including by operation of law, to another of all or part of the property, interest or rights herein granted.

ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01. With regard to all activities authorized herein, Grantee shall use all reasonable best efforts to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office and other governmental agencies responsible for the protection and preservation of public lands and waters, natural resources, and wildlife habitat. In the event of a pipeline incident that is reportable to the U.S. Department of Transportation, the General Land Office, or the Railroad Commission of Texas (or any other applicable regulatory agency) that may result in pollution of the Premises or adjacent property, Grantee shall notify the GRANTOR immediately upon discovery of such incident, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resource damages caused thereby.

7.02. GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STAT. 915, 16 U.S.C.A. SECTION 470, ET SEQ.) AND THE ANTIQUITIES CODE, [TITLE 9, CHAPTER 191, TEX. NAT. RES. CODE]. IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE COMMISSIONER OF THE GENERAL LAND OFFICE AND THE TEXAS HISTORICAL COMMISSION, PO BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. IN THE EVENT THAT GRANTEE IS REQUIRED TO CEASE ACTIVITIES, THE GRANTOR SHALL NOT BE LIABLE FOR ANY COSTS OF GRANTEE, GRANTEE'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY INTERRUPTION OF GRANTEE'S ACTIVITIES OR INABILITY TO USE THE PREMISES AS HEREIN CONTEMPLATED.

ARTICLE VIII. INDEMNITY

8.01. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM OR ATTRIBUTABLE TO GRANTEE'S USE GRANTED HEREIN OR THE ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS OR

CONTRACTORS RELATED TO GRANTEE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, COSTS OF COURT, ATTORNEY'S FEES AND COSTS OF INVESTIGATION OR EXPERTS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGE OR THE NEGLIGENCE OF ANY PARTY, (EXCEPT TO THE EXTENT OF THE PROPORTIONATE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS) ARISING DIRECTLY OR INDIRECTLY FROM OR ATTRIBUTABLE TO GRANTEE'S USE OF THE PREMISES (INCLUDING ANY ADJACENT OR CONTIGUOUS LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE IX. DEFAULT, TERMINATION AND EXPIRATION

9.01 If, within thirty (30) days after receipt of written notice from the GRANTOR specifying an act of default or breach, Grantee fails to pay any money due hereunder or continues in breach of any term or condition of this Agreement, the GRANTOR shall have the right to terminate this Agreement and all rights inuring to Grantee herein. Should Grantee fail to cure the specified default or breach within the allowed thirty (30) day period, this Agreement shall be subject to termination, and upon such termination all rights granted herein to Grantee shall revert to the GRANTOR. Such termination shall not prejudice the rights of the GRANTOR to collect any money due or to seek recovery on any claim arising hereunder.

9.02. Except as otherwise provided by applicable law or rule and subject to obtaining necessary approval from state or federal agencies having applicable jurisdiction, or making best efforts to obtain such permits, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, initiate removal of all personal property, structures, and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be coordinated with the General Land Office in accordance with guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities, all of which shall be in accordance with generally accepted current pipeline industry standards using available technology. Grantee shall notify the GRANTOR at least ten (10) days before commencing removal/restoration activities so that a General Land Office field inspector may be present.

ARTICLE X. NOTICE

10.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the GRANTOR to the Deputy Director of Leasing Operations, addressed to 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX: (512) 463-5304, and if for Grantee, to it at 301 W. Beauregard Avenue, San Angelo, TX 76903-6370. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Grantee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

10.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE XI. INFORMATIONAL REQUIREMENTS

11.01. A. For newly constructed pipelines, Grantee shall submit to the GRANTOR, within one hundred eighty (180) days following installation or construction of the Improvements authorized in this Agreement, an "as-built" survey and

field notes prepared by a surveyor duly licensed by the State of Texas. The as-built survey shall be conducted in accordance with the GRANTOR'S survey requirements attached hereto as Exhibit C. Failure or refusal by Grantee to timely provide the as-built survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the GRANTOR'S written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the GRANTOR may, in addition to any other remedy and in the GRANTOR'S sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

B. Upon receipt of the as-built survey, prepared in accordance with this Section 11.01, the GRANTOR shall compare the as-built survey with the proposed location of the Improvements, as represented by Grantee's application to the GRANTOR and set forth in Section 2.01 (and referenced Exhibits) hereof. If there are changes or discrepancies in the location of the Improvements authorized by this Agreement, the GRANTOR may either terminate this Agreement, or: (i) upon determination that the changed location results in unacceptable adverse impacts, require relocation of the Improvements to conform to the authorized right of way, or (ii) upon determination of no unacceptable adverse impacts, agree to replace Exhibit B attached hereto with a substitute exhibit denoted as Exhibit B-1. The substitute exhibit shall be consistent with the as-built survey and signed by both parties. Upon attachment of Exhibit B-1 hereto, Exhibit B shall be void and of no further effect.

C. If all or any part of the Improvements are buried, Grantee shall submit to the GRANTOR, within one hundred eighty (180) days following installation or construction of the Improvements, a survey which includes coordinates, or at GRANTOR'S option, "depth of cover" data, prepared by a surveyor duly licensed by the State of Texas. The survey shall be conducted in accordance with the GRANTOR'S survey requirements attached hereto as Exhibit C. Failure or refusal by Grantee to timely provide the survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the GRANTOR'S written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the GRANTOR may, in addition to any other remedy and in the GRANTOR'S sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

11.02. A. Grantee shall provide written notice to the GRANTOR of any change in Grantee's name, address, or legal status (from a corporate entity to a partnership, etc.) and any change to other information required by this Agreement within thirty (30) days of the effective date of the change.

B. Grantee shall provide to the GRANTOR any other information reasonably requested by the GRANTOR in writing within thirty (30) days following such request.

C. If any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the GRANTOR on or before ten (10) days after the date when due, after notice to Grantee and opportunity to cure, then, at GRANTOR'S discretion, Grantee may be required to pay the GRANTOR a "Late Charge" not to exceed One Hundred Dollars (\$100.00) for each day so past due until the date on which the information is received or the Agreement is terminated.

11.03. Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the GRANTOR describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the GRANTOR at least sixty (60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the GRANTOR shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the GRANTOR'S sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the GRANTOR has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the GRANTOR is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions

necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources, and Grantee shall undertake any such actions as are, in the pipeline industry, ordinary and commercially reasonable responses to such emergencies. Within twenty-four (24) hours following such emergency actions, Grantee shall provide notice to the GRANTOR of such actions as hereinabove provided.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

12.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the GRANTOR, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the GRANTOR to any assignment by Grantee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person Grantee, refers to the instances previously referred to in this sentence and also circumstances in which title to Grantee's interest under this Agreement passes, after the demise of Grantee, pursuant to Grantee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

12.03. Neither tender nor acceptance of any sums payable hereunder nor failure by either party to complain of any action, non-action or default of the other shall constitute a waiver as to any breach of any covenant or condition contained herein nor a waiver of any of the rights hereunder. Waiver by the GRANTOR of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of either party hereunder or covenant, duty or obligation hereunder shall be deemed waived by the other party unless such waiver be in writing, signed by a duly authorized representative of the party.

12.04. No provision of this Agreement shall be construed in such a way as to constitute the GRANTOR and Grantee joint venturers or co-partners or to make Grantee the agent of the GRANTOR or make the GRANTOR liable for the debts of Grantee.

12.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

12.06. The terms of this Agreement shall only be binding on the GRANTOR during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the GRANTOR shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership.

12.07. All monetary obligations of the GRANTOR and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

12.08. The obligation of Grantee to pay all Consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset

against, any Consideration or other sums provided hereunder to be paid to the GRANTOR by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the GRANTOR is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the GRANTOR not expressly set forth in this Agreement.

12.09. Subject in all respects to Section 12.01 of this Agreement, this Agreement is and shall be subject to any applicable federal or state law, rule, order, or regulation presently or hereafter enacted or adopted to the extent, but only to the extent, that such law, rule, order, or regulation preempts or supersedes GRANTOR'S authority to issue this Agreement or to require any particular obligation of Grantee, provided, however, that in the event of a conflict between any provision of this Agreement and any administrative rule promulgated by the General Land Office and/or the School Land Board, this Agreement shall control.

ARTICLE XIII. RECORDING

13.01. Grantee shall, at its sole cost and expense, record this Agreement in the Tom Green County Real Property Records and provide a certified copy to the GRANTOR within 60 days after the recorded original of this Agreement is returned by the county clerk responsible for such records.

ARTICLE XIV. ENTIRE AGREEMENT

14.01. This instrument, including exhibits, constitutes the entire agreement between the GRANTOR and Grantee and no prior written, or prior or contemporaneous oral promises, warranties or representations shall be binding. This Agreement shall not be amended, changed, altered, or extended except by written instrument signed by all parties hereto.

14.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

[Remainder of the page left intentionally blank]

IN TESTIMONY WHEREOF, witness our hands and the seal of the General Land Office.

GRANTOR: THE STATE OF TEXAS

By: _____
DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office

Date: _____

APPROVED:
Contents: JWB
Legal: _____
Deputy: _____
Executive: _____

GRANTEE: CITY OF SAN ANGELO

By: _____

(Printed Name)

Title: _____

Date: _____

ACKNOWLEDGMENT FOR GRANTEE

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____.
(Grantee representative signing this document)

(Notary Signature)

Notary Stamp

Notary Public, State of _____

My commission expires: _____

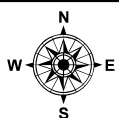
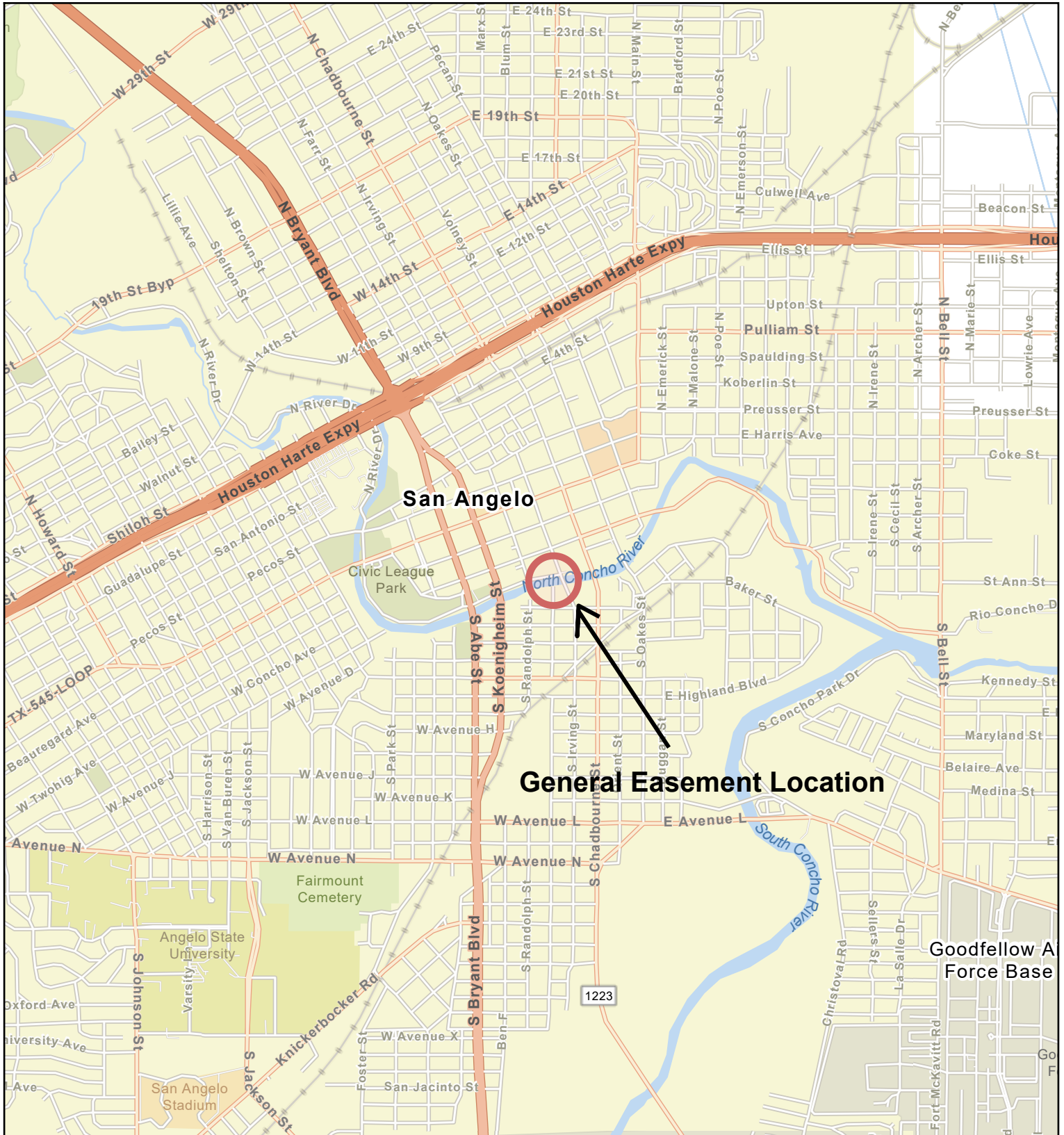


Vicinity Map

Exhibit A

ME20230091

North Concho River, Tom Green County, Texas



0 0.28 0.55 1.1 mi

Scale 1:3,009 feet

Please review all copyright and disclaimer information from our webpage here, <https://www.glo.texas.gov/policy/index.html>. The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is not suitable for navigational purposes and does not purport to depict boundaries of private and public land.

Print Date: 4/25/2023

SURVEY PLAT

Exhibit B
ME20230091

Applicant Name: City of San Angelo
Applicant Address: 301 W. Beauregard Ave.
San Angelo, Texas 76903
Survey Name: John Braun Survey No. 323,
Abstract No. 60 and F.H. Schlader Survey
No. 173 1/2, Abstract No. 1892
Water Body Name: North Concho River

REF.: Lot 1A, Block 23, First
Replat of Block 23, Maintown
Cabinet F, Slide 130, PR

REF.: Lot 1A, Block 23, First
Replat of Block 23, Maintown
Cabinet F, Slide 130, PR



Surveyed on the ground March 9, 2023.

Russell T. Gully
RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

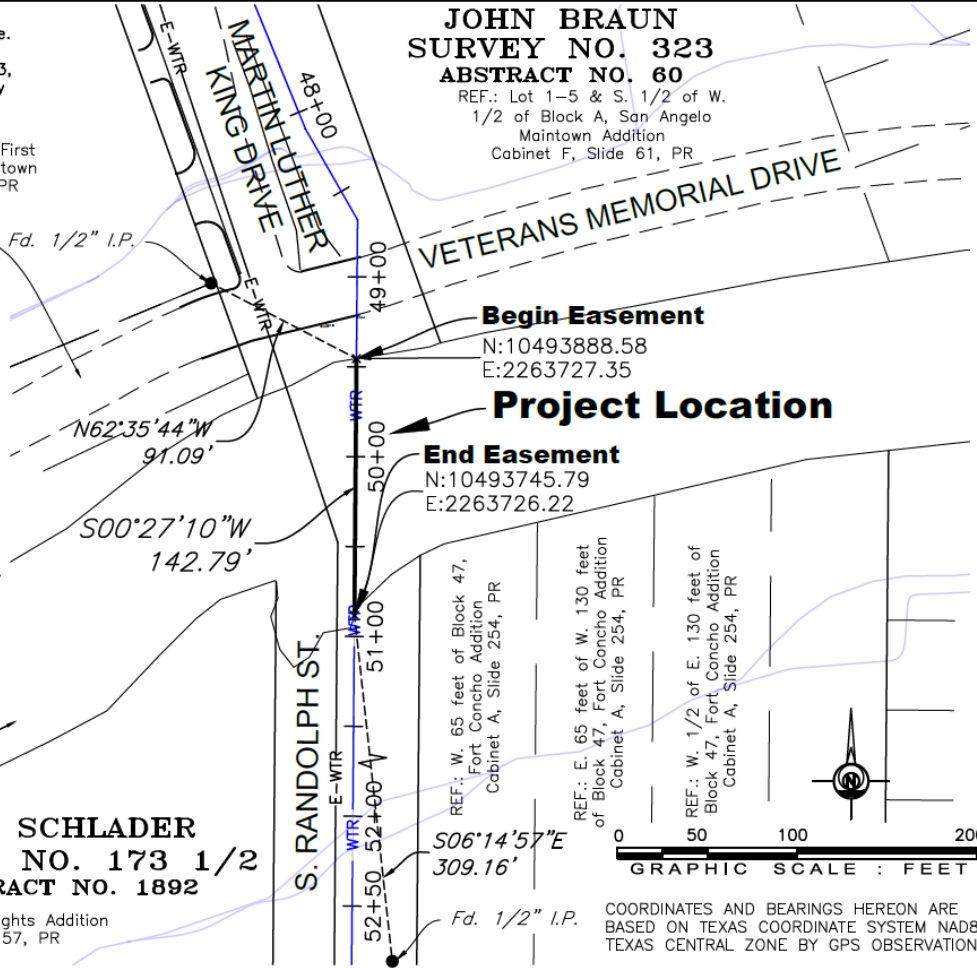
NORTH CONCHO
RIVER

F.H. SCHLADER
SURVEY NO. 173 1/2
ABSTRACT NO. 1892

REF.: Block 5, Park Heights Addition
Cabinet F, Slide 157, PR

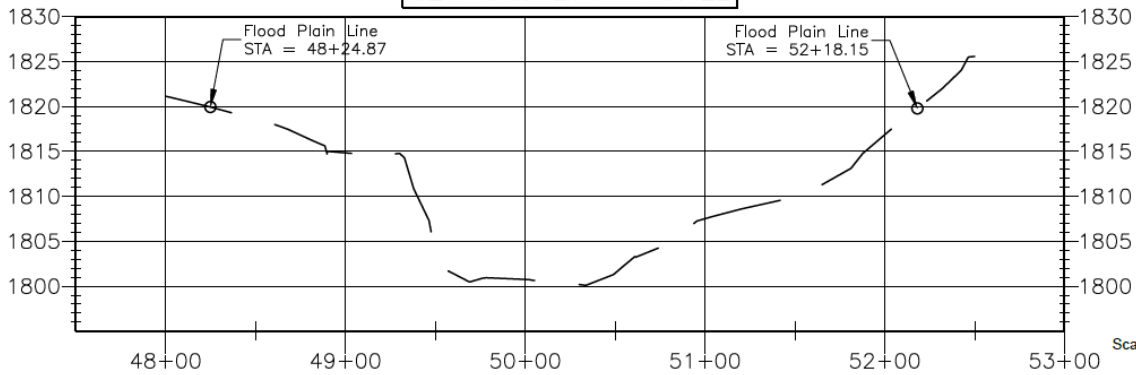
JOHN BRAUN
SURVEY NO. 323
ABSTRACT NO. 60

REF.: Lot 1-5 & S. 1/2 of W.
1/2 of Block A, San Angelo
Maintown Addition
Cabinet F, Slide 61, PR



COORDINATES AND BEARINGS HEREON ARE
BASED ON TEXAS COORDINATE SYSTEM NAD83
TEXAS CENTRAL ZONE BY GPS OBSERVATION.

CL Water Line PROFILE



SKG

ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288
FAX: 325.657.8189

FIRM REGISTRATION NUMBER F-7608
www.skg.com

**NEW 18-INCH MLK-RANDOLPH
WATER PIPELINE CROSSING
NORTH CONCHO RIVER,
CITY OF SAN ANGELO,
TOM GREEN COUNTY, TEXAS**

EXHIBIT B - SITE MAP

DWG BY:

DLH

DWG. DATE:

04.13.2023

JOB NO.

23-S-0265

SHEET NO.

EX. B

SCALE:

1"=100'

Instructions For Preparing Exhibits For the Following General Land Office Applications:

Exhibit C
ME20230091

Miscellaneous Easements (Pipeline)

Maps (or plats) showing the location of proposed and as-built projects on state-owned lands are required as part of the General Land Office (GLO) application process. The following instructions are to be followed when applying for new work (proposed project), or for reporting as-built conditions for a previously approved project, when the activity is a **Miscellaneous Easement (Pipeline/Right-of-Way)** on state land.

The information specified below represents minimum requirements of the GLO; additional information may be requested on a project-by-project basis to facilitate a full evaluation of the proposed activity.

The information should be submitted along with the required application form and processing fees. Each map or plat must conform to the specifications contained herein. An application is not considered complete, and processing of the application will not be initiated, until all information requested has been submitted and GLO staff has determined that it is adequate.

NOTE: Surveys and survey plats required by other entities, Federal, State, County and/or City, are PERMISSIBLE and USABLE for GLO applications provided they meet the following requirements.

IF SUBMITTING SURVEY PLATS DIGITALLY, PLEASE PROVIDE THE INFORMATION IN ONE OF THE FOLLOWING FORMATS:

1. In an ESRI format (i.e. Shape file, E00, or Geodatabase)
2. AutoDesk Map 6 or earlier version in a DWG format.
3. And Projection Information of the data set submitted.

A. GENERAL INSTRUCTIONS FOR ALL APPLICATIONS:

1. Each map or plat should be 8-1/2" x 11".
2. A one-inch margin should be left at the top edge of each sheet for binding purposes.
3. Any shading used to identify specific areas must be reproducible by ordinary copy machines.
4. Each map or plat submitted must have a title block identifying, at a minimum: (a) applicant name; (b) applicant address; (c) project name; (d) date of preparation; (e) name of preparer, and (f) project location as follows:
 - (1) if on state-owned uplands, then provide county, survey name (original grantee) and, as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number;
 - (2) if on submerged land, then provide county name, waterbody name, and state tract number.
5. The scale for each map or plat must be clearly indicated both digitally and by graphic scale.
6. **Vicinity Map** -- Exhibit A for each project application must be a Vicinity Map showing the general location of the proposed work. The Vicinity Map must be produced using a U.S.G.S. 7.5-minute topographic map, a Texas Department of Transportation County Road Map, or navigation chart as its base layer. The project location should be indicated by a prominent arrow on the map. An 8 1/2" x 11" Xerox copy from the original Topo, county map, or navigation chart showing the project location is sufficient. It is not necessary to submit the entire Topo or county map, so long as the map is appropriately identified as to the origin of the base information (e.g., name, and date of base map information used). This is most easily accomplished by copying the legend of the base map and making it part of the Vicinity Map.
7. **Project Site Map** -- Exhibit B for each project application should be a Project Site Map (in Survey Plat format) which provides specific project location information. The Project Site Map should be produced at sufficient scale and detail to enable field

inspectors to locate the project on the ground with minimal difficulty. Demographic features such as road numbers, stream names, railroad crossings, corporate city limits, and other prominent locative features should be included on the Project Site Map. The project location should be indicated by a prominent arrow on the map and a North arrow must be provided. Annotation may be included on the map regarding distance of the project from known points (e.g., highway intersections, road stream crossings, etc.). **Additional requirements for preparing Project Site Maps are provided in Section B of this document.**

8. Detailed Project Plan if available -- Exhibit C for each project application should be a Detailed Project Plan, consisting of an aerial plan-view drawing and a cross-sectional drawing of all proposed or existing structures on state-owned lands at the project site.

Page 1 of the Detailed Project Plan should contain, at a minimum:

- a. Location of the shoreline or banks if the project is on or adjacent to tidally influenced waters or crosses a state-owned river, stream, creek, or bayou.
- b. The direction of ebb and flow if in or adjacent to tidal waters, or the direction of water flow if the project crosses a river, creek, stream, or bayou.
- c. A North arrow.
- d. The location of state tract lines (on tidally influenced lands), survey lines, or property lines, as applicable.
- e. The location of any marshes, submerged grass flats, oyster reefs, mud or sand flats, or other sensitive natural/cultural resources known to exist in the project area.
- f. The lines of mean high water and mean low water when applicable.
- g. The Detailed Project Plan cross-sectional drawing must include notation as to the outside diameter (OD) of all pipelines covered by the easement, and the relationship of the pipeline(s) to any other pipeline(s) in the immediate vicinity.
- h. The registration, easement, or lease numbers for any structures at the site previously authorized by the GLO (available from GLO field offices upon request).
- i. Any applicable Corps of Engineers application numbers covering the proposed work, as soon as that application number is available, but, in any event, prior to issuance of the easement.

Page 2 of the Detailed Project Plan should contain, as applicable, an explanation of construction methodology, techniques, and equipment that will be used at the site.

9. As-Built Survey -- A survey showing the depth of burial must be furnished for all projects on state-owned tidally influenced lands (Gulf of Mexico, bays, estuaries, etc.), crossings of state-owned rivers/streams/creeks/bayous. The survey shall show plan view only for projects on state-owned upland tracts. Failure to provide this information is, by terms of the state contract, grounds for termination of the easement and removal of the structure from state-owned land.

New Pipeline Installations: Each application for installation of a **new** pipeline must include with the application a profile drawing showing the **proposed** depth of burial at not less than 36" below the surface.

GLO will issue an easement using the **proposed** ROW and depth of burial information. Following installation of the pipeline, however, the applicant is required by terms of the GLO contract to provide a survey of actual burial depth measurements for that portion of the ROW length occupying state-owned land. The spacing between depth-of-burial measurement points is a function of the length of ROW. If the easement length is less than 500 feet, the depth of cover of the structure and waterway bottom elevation shall be determined at intervals not to exceed 50 feet. If the easement length is greater than 500 feet but less than 5,000 feet the interval between measurement points shall be 100 feet. Easements greater than 5,000 feet in length shall be surveyed at 250-foot intervals.

All work shall be performed under the supervision of, and sealed by, a registered professional land surveyor. All submitted drawings must be sealed by the supervising registered public land surveyor. All elevations must be referenced to a common datum (Mean Sea Level, National Geodetic Vertical Datum, Mean Low Water, etc.) and grid coordinates must reference Texas State Plane coordinate System of 1927 or 1983. The accuracy of the waterway bottom and pipeline elevations shall be +/- one-half (.5') foot for the waterway bottom and +/- one-half (0.5') foot for depth of burial less than or equal to 10 feet and +/- fifteen (15%) percent for depth of burial greater than ten (10) feet. Manual probing and electronic means (both active and passive) of survey type shall be acceptable for depth of burial determinations.

Existing Pipelines: At time of renewal of a contract for an existing underground pipeline easement, provide the data as required under Section 3.02.(iv) of this easement contract.

CERTIFICATION BY A TEXAS REGISTERED PUBLIC LAND SURVEYOR IS REQUIRED ON ALL OF THE FOLLOWING WITH THE EXCEPTION OF DIRECTIONALLY DRILLED WELL BORE LOGS .

B. SPECIFIC INSTRUCTIONS:

Maps or Survey Plats to be submitted as the Project Site Map and/or the Detailed Project Plan (see A7 and 8 above) must contain the information described below.

Upland survey data should be reported to normal boundary land surveying minimum standards. Offshore or submerged sites shall be located to a specified accuracy of +/- 5 feet of any reported location.

1. Projects located on Tidally Influenced State-owned lands (Including the Gulf of Mexico, bay tracts, and the tidally influenced portions of rivers, creeks, streams, and bayous):

Coordinates must be provided at the beginning and ending points of the Rights-of-Way (ROWs) centerline, or on the principal point or points of tracts described by other means (directional well bores, etc.). These coordinates must be based on the Texas State Plane Coordinate System of 1927 or 1983. Courses and distances must be specified as either grid or geodetic for all centerlines and perimeter lines, and ties must be made from specific improvements (e.g., well heads, platforms, pilings, etc.) to a corner or corners of the lease or easement tract. All submerged state land tracts crossed by any part of the ROW must be shown and identified, and the points of each ROW crossing of a state-tract boundary identified in the Texas State Plane Coordinate System of 1927 or 1983. The distance between crossings of a state-tract boundary must be indicated in both feet and rods on the plat.

As-built plats (and confirmation surveys at time of renewal) must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. A ROW less than 1,000 feet long but greater than 500 feet in length requires one mid-point to be identified on the survey plat.

2. Projects Across State-owned Upland Property, or the state-owned portion of a river, creek, stream, or bayou above the limit of tidal influence:

a. Upland Tract (State Fee Lands):

For new project applications, information provided for projects on state-owned upland tracts shall include the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the proposed easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with the survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the easement.

At completion of construction, or at time of renewal, an as-built plat or confirmation survey (whichever is applicable) must be submitted. This plat must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the easement route, the plat shall provide a minimum of one identified point for each 1,000 feet of length. For easement routes, fewer than 1,000 feet long but greater than 500 feet long, one mid-point shall be identified on the survey plat.

b. Crossing the State-owned portion of a river, creek, stream, or bayou above the limit of tidal influence.

Information provided for projects crossing non-tidal state-owned rivers, creeks, streams, or bayous shall include an identification of the stream or water body by local and any other names known (historic, from topographic or other maps, etc.). In addition, the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with a cross section or profile of the crossing between the top of the high banks, survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the easement.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Director of Operations, Water Utilities

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider approving the purchase of water meters from Core and Main, Inc. in the amount of \$2,055,476.70 for year two of the meter replacement program, budgeted for purchase in fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

Water Utilities utilizes an AMI (advanced metering infrastructure) system to automatically collect and transmit water usage data for billing purposes. On November 1, 2022, Council approved a Neptune Meter Infrastructure Upgrades project that would replace the out-dated and unreliable existing water meters throughout San Angelo. The Project will span five years with budgets allocated annually for incremental equipment purchases.

In year one of the replacement program, all collectors have been upgraded, 5,000 registers have been received and are currently being replaced, and over 1700 meters were ordered. The first set of meters recently arrived and are starting to be replaced by our Water Distribution crews. This year's order (Year 2) has an anticipated delivery of late Spring 2024 and will be comprised of the following:

- 5 – 4" Compound
- 5 – 4" Turbine
- 30 – 2" Compound
- 10 – 2 " Turbine
- 374 – 1.5" positive displacement meters
- 500 – 1" positive displacement meters
- 4,500 – 5/8" positive displacement meters

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
260	260 4403 800 07 30		\$2,055,476.70

Financial Impact:

This item is budgeted in FY 2024.

Other Information/Recommendation:

Staff recommends approval of this purchase.

Attachments:

1. San Angelo Meter Order Y2_san
angelo_TX_Bid#_3056565

San Angelo Meter Order Y2_san
angelo_TX_Bid#_3056565.pdf

Presentation:

Shane Kelton

Approvals/Reviews:

Patrick Frerich
Pete Madrid Jr.
Patrick Frerich
Shane Kelton
Theresa James
Jeffrey Tomlinson
Tina Dierschke
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Approved
Final Approval



Bid Proposal for San Angelo Meter Order #3

CUSTOMER	CITY OF SAN ANGELO 1948 SAINT ANN ST SAN ANGELO, TX 76905	Job San Angelo Meter Order #3 san angelo, TX Bid Date: 08/04/2023 Bid #: 3056565
	Sales Representative Cade Schaffner (M) 325-650-3852 (T) 325-653-7659 Cade.Schaffner@coreandmain.com	Core & Main 5791 Loop 306 S San Angelo, TX 76905 (T) 325-653-7659
CONTACT		
NOTES		



Bid Proposal for San Angelo Meter Order #3

CITY OF SAN ANGELO**Job Location:** san angelo, TX**Bid Date:** 08/04/2023**Core & Main** 3056565**Core & Main**

5791 Loop 306 S

San Angelo, TX 76905

Phone: 325-653-7659**Fax:** 325-657-8136

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	4500	5/8X3/4 MACH10 GAL R900I V5 6' ANT EU1B5G1SG89	EA	315.00	1,417,500.00
20	500	1 MACH10 GAL R900I V5 W/6' ANT EU1F5G1SG89	EA	412.00	206,000.00
30	374	1-1/2X13 MACH10 GAL R900I V5 6' ANT EU2A5G1SG89	EA	945.00	353,430.00
40	10	2X10 MACH10 FLG GAL R900I V5 W/6' ANT EU2F5G1SG89	EA	1,050.00	10,500.00
50	30	2X15-1/4 MACH10 FLG GAL R900I V5 W/6' ANT EU2G5G1SG89	EA	1,050.00	31,500.00
60	5	4X14 MACH10 R900I V5 EU3C5G1S2	EA	3,607.34	18,036.70
70	5	4X20 MACH10 R900I V5 EU3D5G1S2	EA	3,702.00	18,510.00
				SUBTOTAL	2,055,476.70
				Sub Total	2,055,476.70
				Tax	0.00
				Total	2,055,476.70

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider awarding ES-05-23 Pavement Improvements N. Chadbourne Street Project to Reece Albert, Inc. in the amount of \$6,223,085, and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

North Chadbourne from 7th to 43rd was identified in the 2015 Fugro Street Study as one of the top roadways for rehabilitation. This roadway has experienced deterioration to the point that rehabilitation is necessary to reestablish a safe and rideable surface. The overall project included not only the roadway rehabilitation, but water and sewer utility infrastructure improvements as well. The utility replacement portion was bid as a separate project and was concluded in June 2022.

The original 2015 study identified portions of this corridor as candidates for mill-and-overlay and reconstruction, respectively. Since that report, the City has experienced success in its pilot project for full depth reclamation (FDR) along Rio Concho Drive. Using this new information and success, Staff determined that reassigning the two respective rehab methods to FDR for the full length of N. Chadbourne would provide a more robust project overall with enhanced longevity across the entire corridor. Thus, the City solicited bids for a FDR project on N. Chadbourne from 7th to 43rd and one response was received from Reece Albert, Inc.

The project will include stabilization of the roadway base layer and 2" of new hotmix on the roadway's entire length and width, as well as concrete improvements at the approaches of driveways, intersections, and valley gutters.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Street Bond Fund	528-3200-800.07-30	ST0002	\$6,223,085.00

Financial Impact:

The project is funded by the street bond funds.

Other Information/Recommendation:

Staff recommends awarding the bid to Reece Albert, Inc. and authorizing the City Manager to execute any related documents.

Attachments:

1. ES-05-23 Pavement Improvements N Chadbourne
Bid Tab
- ES-05-23 Pavement Improvements N Chadbourne
Bid Tab.pdf

Presentation:

Patrick Frerich

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval

Project: Pavement Improvements N Chadbourne - 7th thru 43rd St						
Description: Replace Roadway Asphalt Surface						
Location: North of US 87 - Houston Harte HiWay						
Engineering Services Project Number: 2015 - 12- 60						
COSA Purchasing Number ES - 05-23						
Date: 19-Oct-23						
ITEM	CODE	DESCRIPTION	UOM	UNIT COST	BID QTY	AMOUNT
BASE BID ITEMS						
1	COSA 310	ASPHALT PRIME COAT (MC-30)	GAL	\$ 4.49	27,000	\$ 121,230.00
2	COSA 340	2-INCH TYPE D HMAC (PG 70-22) SURFACE	TN	\$ 207.78	9,800	\$ 2,036,244.00
3	COSA 420	CONCRETE VALLEY GUTTER	SY	\$ 308.24	900	\$ 277,416.00
4	COSA 900	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100 MIL)	LF	\$ 1.44	140	\$ 201.60
5	COSA 900	REFL PAV MRK TY I (WHITE) 4" (BRK) (100 MIL)	LF	\$ 0.93	5,280	\$ 4,910.40
6	COSA 900	REFL PAV MRK TY I (YELLOW) 4" (SOLID) (100 MIL)	LF	\$ 0.86	23,025	\$ 19,801.50
7	TXDOT 672	REFL PAV MRK TY II-C-R	EA	\$ 7.19	543	\$ 3,904.17
8	TXDOT 672	REFL PAV MRK TY II-A-A	EA	\$ 7.19	568	\$ 4,083.92
9	COSA 900	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	\$ 20.14	549	\$ 11,056.86
10	COSA 900	REFL PAV MRK TY I (W) (ONLY) (100 MIL)	EA	\$ 302.04	2	\$ 604.08
11	COSA 900	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	EA	\$ 359.58	2	\$ 719.16
12	TXDOT 479	ADJUST WATER VALVE BOX	EA	\$ 2,393.10	86	\$ 205,806.60
13	TXDOT 479	ADJUST SANITARY SEWER, GAS, AND COMMUNICATION MANHOLES	EA	\$ 5,019.04	59	\$ 296,123.36
14	TXDOT 506	STORM WATER POLLUTION PREVENTION PLAN	MO	\$ 720.68	12	\$ 8,648.16
15	TXDOT 506	TEMPORARY EROSION CONTROL LOGS	LF	\$ 8.76	1,340	\$ 11,738.40
16	TXDOT 502	TRAFFIC CONTROL	MO	\$ 11,434.03	12	\$ 137,208.36
17	COSA 216	PROOF ROLL	HR	\$ 207.78	100	\$ 20,778.00
18	TXDOT 3089	ERGON HIGH YIELD EMULSION (1.5%)	GAL	\$ 8.12	150,746	\$ 1,224,057.52
19	TXDOT 3089	CEMENT TREATMENT (1.0%)	TON	\$ 412.79	411	\$ 169,656.69
20	TXDOT 3089	EMUL TRTMNT (MX EXIST MTRL) 10"	SY	\$ 5.60	90,100	\$ 504,560.00
21	TXDOT 105	SURFACE MILLING (2 IN) CONTRACTOR RETAINS MILLINGS	SY	\$ 4.27	90,100	\$ 384,727.00
22	TXDOT 500	MOBILIZATION & START UP (5% CONSTRUCTION COST)	LS	\$ 213,874.22	1	\$ 213,874.22
23		CONTINGENCY (10%)	LS		1	\$ 565,735.00
BASE BID ITEMS						\$ 6,223,085.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider approving Amendment #6 to the Master Airport Agreement with Aviation Engineers to reconfigure Runway 9/27 to Taxiway H and install Taxiway edge lighting design in the amount of \$513,029.50, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Staff Recommendation:

Approve

Summary/History:

This project will be the design fees, including the geotechnical evaluations, for Aviation Engineers to design the 'Runway 9/27' conversion to 'Taxiway H' and new taxiway edge lights (LED's) at the San Angelo Regional Airport. This project is supported by the FAA and will be funded through a combination of 90% airport entitlement funds and 10% Passenger Facility Charge (PFC) funds. This project will decommission 'Runway 9-27' that is no longer eligible for federal funding and turn it into a taxiway that can tie into Runway 3-21. Decommissioning 'Runway 9-27' will allow future development West of the airport since the runway safety areas can also be decommissioned. The new 'Taxiway H' is and will continue to be eligible for federal funding. The Taxiway will be roughly 5000' X 50.'

I have completed an Independent Fee Estimate (IFE) and find Aviation fees to be fair and reasonable.

Airport Board recommended City Council approval. (October 19, 2023)

The grant has been executed and issued to the airport.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Airport Capital Projects Fund	530-3948-514.03-20	AP3948	\$513,030

Financial Impact:

2023 FAA Airport Improvement Program Entitlement Grant; 90% from the Federal Aviation Administration (\$461,726) and 10% local match from the Passenger Facility Charge Fund (\$51,303.50). These funds are budgeted in fiscal year 2023-24. This grant will be used to fund the design fees.

Grant #: 3-48-0191-048-2023
Grant Date: 9-12-2023
Grant Amount: \$461,726

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------------------|----------------------------------|
| 1. | SJT-04x proj diagram dec2021 | SJT-04x proj diagram dec2021.pdf |
|----|------------------------------|----------------------------------|

Presentation:

Jeremy Valgardson

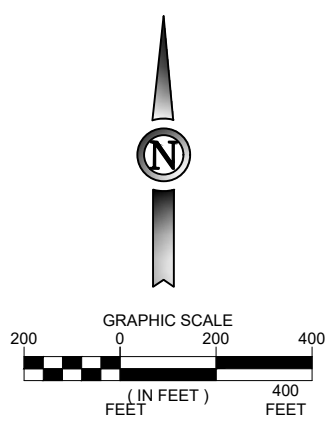
Approvals/Reviews:

Jeremy Valgardson	Created/Initiated
Kimberly Holle	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval



LEDGEND

	PROPOSED PAVEMENT
	PROPOSED PAVEMENT REMOVAL



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SAN ANGELO REGIONAL AIRPORT
RUNWAY 9-27 TO TAXIWAY H CONVERSION

DATE: DECEMBER 2021

SHEET 1 OF 1

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider approving an amendment to the interlocal agreement between the City of San Angelo and Tom Green County for the joint operation of the San Angelo/Tom Green County Office of Emergency Management (Patrick Brody)

Staff Recommendation:

Approve

Summary/History:

This item is an amendment to the Interlocal Agreement with Tom Green County for joint Emergency Management. The agreement is amending the original agreement and updating the cost share amount from \$123,774 to \$131,274. This adjustment is needed to accommodate the increased salary of our new Emergency Manager.

Funding Source(s):

Financial Impact:

The costs for the operation of the office of Emergency Management are split between the COSA and Tom Green County.

City contribution: \$131,274.00

County contribution: \$131,274.00

City contributions will be funded by the fiscal year 2024 budget.

Other Information/Recommendation:

Attachments:

1. Amendment 1 Interlocal w TGC for EM Amendment 1 Interlocal w TGC for EM.docx

Presentation:

Patrick Brody

Approvals/Reviews:

Patrick Brody
Patrick Brody
Theresa James
Jeffrey Tomlinson
Tina Dierschke
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

**AMENDMENT 1 TO THE INTERLOCAL AGREEMENT FOR THE JOINT OPERATION OF THE
SAN ANGELO/TOM GREEN COUNTY OFFICE OF EMERGENCY MANAGEMENT EFFECTIVE
OCTOBER 1, 2023.**

RECITALS:

WHEREAS, the City of San Angelo ("City") and Tom Green County ("County") entered a Interlocal Agreement for the Joint Operation of the San Angelo/Tom Green County Office of Emergency Management ("Agreement") dated effective October 1, 2023; and

WHEREAS, under the Agreement, County would reimburse City for one-half the costs of services paid by the City not covered by grant funding to support the daily operation of the Office of Emergency Management ("Office"); and

WHEREAS, it is necessary to increase the compensation amount for staff at the Office result.

NOW, THEREFORE, the parties agree as follows:

PART 1: That Section 5 "Reimbursement Obligation of County" will be amended to read as follows:

5. **"REIMBURSEMENT OBLIGATION OF COUNTY:** County agrees to reimburse City an agreed sum of \$ 131,274.00 which is anticipated to be a sum equal to one-half the costs of services paid by City not covered by grant funding to support the daily operation of Office. Should the automatic renewal go into effect then the sum paid for the renewal year will remain the same. Any additional funding for "renewal" year must be requested by the City by June 1st of the renewal year to the County Judge. "

PART 2: In the event of conflict between the terms of this Amendment 1 and the Agreement, this Amendment 1 shall control. All other terms and conditions of the Agreement shall remain in full force and effect unless amended and changed by further amendment.

PART 3: That the Effective Date of this Amendment 1 shall be October 1, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT 1 to be executed by their respective duly authorized officials on this ____ day of _____, 2023.

CITY OF SAN ANGELO

TOM GREEN COUNTY

Brenda Gunter, Mayor

Lane Carter, County Judge

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Patrick Brody, Fire Chief

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carlton White, Parks and Recreation Director, Parks and Recreation

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider approving an agreement with Art in Uncommon Places allocating \$25,000 of Hotel Occupancy Tax receipts for eligible activities, and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Staff Recommendation:

Approve

Summary/History:

The City Council gave direction to staff approving the allocation of the \$25,000 from Hotel Occupancy Tax receipts during budget discussions for fiscal year 2023-2024. This item approves the legal mechanism (agreement) to do so.

Funding Source(s):

Financial Impact:

This item will allocate \$25,000 of Hotel Occupancy Tax receipts for eligible activities to the local Art in Uncommon Places organization.

Other Information/Recommendation:

City Council gave direction to staff approving the allocation of the \$25,000 from Hotel Occupancy Tax receipts during budget discussions for fiscal year 2023-2024. This item approves the legal mechanism (agreement) to do so.

Attachments:

Presentation:

Carlton White

Approvals/Reviews:

Carlton White
Ryan Gaddy

Created/Initiated
Approved

Theresa James
Tina Dierschke
Theresa James
Julia Antilley

Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Brian Groves, Public Information Officer, Public Information

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider approving an agreement with San Angelo ISD to loan equipment purchased with PEG funds to be used for TV production by SAISD on their PEG TV channel and authorizing the City Manager to negotiate and execute any related documents (Brian Groves)

Staff Recommendation:

Approve

Summary/History:

The purpose of this agreement is to allow SAISD to use the listed equipment that we purchased with PEG funds for use on our TV channel to be used on SAISD's TV channel 4.

The equipment is:

- Link ACE-2000_ Serial No. 204 - Value: \$65,529.88
- Lumens PTZ video camera_ Serial No. V38A02303 - Value: \$650
- Lumens PTZ video camera_ Serial No. V38A02269 - Value: \$650
- Lumens PTZ video camera_ Serial No. V38A02276 - Value: \$650
- Lumens PTZ video camera_ Serial No. V38A02261 - Value: \$650

The Link device is the closed captioning device that the City purchased in November of 2022. The device worked well in providing closed captioning for our TV channel, and we have used it for almost a year. When we began finalizing the improvements to the council chambers earlier this year, a discussion came up about displaying live captions in the council chambers. We did everything that we could to try and use our existing caption device in the project but it was not compatible and could not be used for this purpose. So we purchased a new closed captioning device from ENCO for the TV channel, which would display captions on our PEG channel and then would also provide the capability to display live captions in the council chambers. Because of these changes, the Link device is no longer needed. We approached our partners at SAISD to see if they were in need of a device to provide closed captions on their TV channel.

The rest of the equipment is old cameras that we used in the council chambers or in our old portable setup. We are not using these cameras anymore.

Funding Source(s):

Financial Impact:

This agreement does not have any financial impact on the general fund.

Other Information/Recommendation:

Attachments:

Presentation:

Brian Groves

Approvals/Reviews:

Brian Groves	Created/Initiated
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider a resolution to approve a Co-Op agreement between the City of San Angelo and THF River Point, LP tax credit project, and authorizing the City Manager to negotiate and execute all related documents (Bob Salas)

Staff Recommendation:

Approve

Summary/History:

On October 3, 2023, the City Council approved a Resolution of No Objection for THF River Point, LP to purchase and renovate the River Point Apartments as part of a Low Income Housing Tax Credit project. As a final step in terms of the pre-construction local government approvals, the developer needs to obtain a "CO-Operation Agreement" between the City and THF River Point, LP. The Co-Op Agreement is a document that gives Texas Housing Foundation, PFC ("THF") the legal right to issue bonds to finance the redevelopment of this community. The bonds from THF are the primary source of funds to redevelop the property, alongside Tax Credits from TDHCA.

The Co-Op only gives THF the right to issue bonds for this project specifically, any future opportunities in San Angelo that THF wants to finance will require a new Co-Op Agreement specific to said opportunity.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. City_Resolution Re Coop Agmt_San Angelo_9.13.2023_clean

City_Resolution Re Coop Agmt_San Angelo_9.13.2023_clean.docx

Presentation:

Bob Salas

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAN ANGELO EVIDENCING NO OBJECTION TO THE APPLICANT’S TAX CREDIT APPLICATION; AUTHORIZING THE TEXAS HOUSING FOUNDATION TO EXERCISE ITS POWERS WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF SAN ANGELO, TEXAS; AND AUTHORIZING A COOPERATION AGREEMENT.

WHEREAS, the City Council is the governing body of the City of San Angelo, Texas;

WHEREAS, there exists in the City of San Angelo a shortage of safe and sanitary housing available to lower income residents at rents they can afford; and

WHEREAS, THF River Point, LP a Texas limited partnership (the “Applicant”) proposes to acquire, rehabilitate and operate a multifamily housing development for tenants on low and moderate income that will be located at 1173 Benedict Drive, San Angelo, Texas 76903 and within Tom Green County, Texas known as the “River Pointe Apartments” (the “Development”); and

WHEREAS, the Applicant proposes to apply for financing (the “Application”) for the Development, including low-income housing tax credits (the “Tax Credits”) from the Texas Department of Housing and Community Affairs (“TDHCA”); and

WHEREAS, the Texas Housing Foundation (“Foundation”) has significant experience and expertise in successfully providing, developing, financing, and managing housing projects that are affordable to lower income residents and are assets to the community; and

WHEREAS, it is contemplated that THF Public Facility Corporation, a Texas public facility corporation duly organized by the Foundation (the “PFC”) will issue tax-exempt bonds in order to finance a portion of the costs of financing the rehabilitation of the Development; and

WHEREAS, it is further contemplated that a wholly-owned subsidiary of the Foundation, the THF Housing Development Corporation, a Texas non-profit corporation, will serve as the Applicant’s general partner; and

WHEREAS, Texas Local Government Code Section 392.017(d) requires that the governing body of a municipality adopt a resolution declaring a need for a regional housing authority to exercise its powers in another jurisdiction, and authorizing a cooperation agreement under Texas Local Government Code Section 392.059; and

WHEREAS, the City of San Angelo has conducted a public hearing to take testimony with regard to the Development.

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

- Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.
- Section 2. Pursuant to Texas Local Government Code Section 392.017(d)(1), the City Council declares that there is a need for the Foundation to exercise its powers in the territorial boundaries of the City of San Angelo ("City") to provide decent, safe, and sanitary housing that is affordable for lower income residents of the City. The Foundation is hereby authorized to exercise its powers in the territorial boundaries of the City as set forth in the Cooperation Agreement attached hereto and incorporated herein between the Foundation and the City (the "Cooperation Agreement").
- Section 3. Pursuant to Texas Local Government Code Section 392.017(d)(2) and the Cooperation Agreement, the Foundation is hereby authorized under Texas Local Government Code Section 392.059 to exercise its powers within the City. The City agrees to cooperate with the Foundation to allow the Foundation to provide housing for low and moderate income residents in the territorial boundaries of the City consistent with the terms of the Cooperation Agreement. The Foundation and the PFC are authorized to exercise their powers under the Texas Housing Authorities Law, Texas Local Government Code Chapter 392 and the Texas Public Facility Corporation Act, Texas Local Government Code Chapter 303, respectively, to finance, plan, undertake, construct, or operate housing projects in the City, consistent with the terms of the Cooperation Agreement. The Cooperation Agreement only authorizes the Foundation and the PFC to take action in connection with the City. The Mayor is hereby authorized to execute the Cooperation Agreement on behalf of the City.
- Section 4. In accordance with the requirements of Texas Government Code Section 2306.67071 and Texas Administrative Code Section 11.204(4), it is hereby found that:
- (a) Notice has been provided to the City in accordance with Texas Government Code Section 2306.67071(a);
 - (b) The City has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Application;
 - (c) The City has held a hearing at which public comment may be made on the proposed Application in accordance with Texas Government Code Section 2306.67071(b); and
 - (d) After due consideration of the information provided by the Applicant and public comment, the City has no objection to the proposed Application.

Section 5. The City has had sufficient opportunity to obtain a response from the Applicant regarding any questions it may have about the Development.

Section 6. The City hereby supports the proposed Development and confirms that its governing body has voted specifically to approve the rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code Section 2306.6703(a)(4).

Section 7. The City Manager is authorized to take any reasonable and necessary action to effectuate the direction and intention of this Resolution and the Cooperation Agreement.

Section 8. This Resolution shall become effective upon its passage. The City Clerk is hereby authorized, directed and empowered to certify these resolutions to TDHCA and the Foundation.

Passed and Approved this 7th day of November, 2023.

Brenda Gunter, Mayor

Attest:

Approved as to Form:

Heather Stastny, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Veronica Sanchez, Asst. Director of Human Resources, Human Resources/Risk Management

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider a resolution approving paid time off for City employees who contribute a "fair share" or greater to the United Way campaign (Veronica Sanchez)

Staff Recommendation:

Approve

Summary/History:

The City authorizes incentives for employee contributions to the United Way of the Concho Valley in the form of United Way Days. These days off are awarded based on the contribution level. Every City employee who authorizes payroll deduction to the United Way for a "Fair Share" during the calendar year 2024 shall be entitled to one day off with pay during that year (a United Way Day). A "Fair Share" is the equivalent of the sum of one hour of pay calculated on a 40-hour work week for each calendar month in the year. Every City employee who authorizes payroll deduction to the United Way for a "Double Fair Share" during the calendar year 2024 shall be entitled to two "United Way Days" with pay during that year. A "Double Fair Share" is the equivalent of the sum of two hours of pay calculated on a 40-hour work week for each calendar month in the year. A "United Way Day" may be taken only on a day pre-approved by the employee's supervisor, and taken during the calendar year in which the "Fair Share", or "Double Fair Share" payroll deductions are taken. A "United Way Day" may not be carried over into the following year. In no event, including separation from employment, shall an employee be entitled to a cash payment for a "United Way Day" not taken. The last resolution approved for United Way Days based on contributions was effective from 2015 through 2020.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------------|----------------------------------|
| 1. | Resolution Allowing UW Days | Resolution Allowing UW Days.docx |
|----|-----------------------------|----------------------------------|

Presentation:

Veronica Sanchez

Approvals/Reviews:

Heather Stastny
Theresa James
Jeffrey Tomlinson
Tina Dierschke
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SAN ANGELO, TEXAS,
AUTHORIZING INCENTIVES FOR EMPLOYEE CONTRIBUTIONS TO UNITED WAY OF THE
CONCHO VALLEY; AND FINDING A PUBLIC BENEFIT THEREFORE**

WHEREAS, the United Way of the Concho Valley (the United Way) is a community-based non-profit organization that provides fundraising services and coordination of benefits for a number of local social service agencies; and,

WHEREAS, for a number of years the City of San Angelo City Council has resolved to permit City employees to make payroll deductions for contributions to the United Way; and,

WHEREAS, the United Way raises millions of dollars annually that is used to support local nonprofit programs. Those served by United Way-supported programs include the elderly, abused and neglected children, the working poor, and the homeless; and,

WHEREAS, the City of San Angelo encourages its employees to contribute to the United Way regularly because of the resulting benefits to the community; and,

WHEREAS, the City Council deems approval of this Resolution, providing for “United Way Days” off for City employees as an incentive for employees to make “Fair Share” or “Double Fair Share” contributions to the United Way by payroll deduction, to be in the best interest of the residents and citizens of the City of San Angelo.

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

SECTION 1: Every City employee who authorizes payroll deduction to United Way for a “Fair Share” during the calendar year shall be entitled to one day off with pay during that year (a “United Way Day”). A “Fair Share” is the equivalent of the sum of one hour of pay calculated on a 40-hour work week for each calendar month in the year.

SECTION 2: Every City employee who authorizes payroll deduction to United Way for a “Double Fair Share” during the calendar year shall be entitled to two “United Way Days” with pay during that year. A “Double Fair Share” is the equivalent of the sum of two hours of pay calculated on a 40-hour work week for each calendar month in the year.

SECTION 3: A “United Way Day” may be taken only on a day pre-approved by the employee’s supervisor, and taken during the calendar year in which the “Fair Share” or “Double Fair Share” payroll deductions are taken. A “United Way Day” may not be carried over into the following year. In no event, including separation from employment, shall an employee be entitled to a cash payment for a “United Way Day” not taken.

SECTION 4: The foregoing provision authorizing “United Way Days” for employees contributing a “Fair Share” or “Double Fair Share” by payroll deduction shall remain in effect unless otherwise provided by duly adopted resolution of the City Council.

ADOPTED THIS 7th day of November 2023.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Consider accepting an annexation petition for 15.496 acres of land, located west of Red Oak and Scarlet Oak and north of Dominion Ridge Dr., and setting a public hearing for November 21, 2023 (Aaron Vannoy)

Staff Recommendation:

Accept

Summary/History:

This is a 15.496 acre parcel southwest of the southern city limits near Red Oak and Scarlet Oak and Dominion Ridge Dr. The applicant is requesting Single-Family Residential (RS-1) zoning and Zero-lot Line, Twinhomes, Townhouses Residential (RS-3) zoning and will be presented with the annexation public hearing on November 21, 2023.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

Staff is recommending that City Council accept this petition to initiate the annexation process. Note that this is NOT approval of the annexation, but simply begins the annexation process.

Attachments:

- | | |
|--------------------------|---------------------------|
| 1. Petition-Annex Signed | Petition-Annex Signed.pdf |
| 2. Annex-15.496 Ac_1 | Annex-15.496 Ac_1.pdf |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry
Aaron Vannoy

Created/Initiated
Approved

Jon James
Brandon Dyson
Aaron Vannoy
Theresa James
Heather Stastny

Approved
Approved
Approved
Approved
Final Approval

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF SAN ANGELO, TEXAS

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition(s) your honorable Body to extend the present city limits so as to include as part of the City of San Angelo, Texas, the property described in Exhibit "A", by metes and bounds and attached herein.

We, Danny Aguero and Sierra Vista Construction, Inc. certifies that the above described tract of land is contiguous and adjacent to the City of San Angelo, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Danny Aguero

Printed Name: Danny Aguero - SIERRA VISTA CONSTRUCTION

Title: Owner

Date: 8-18-23

THE STATE OF TEXAS

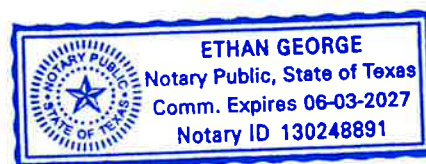
COUNTY OF TOM GREEN

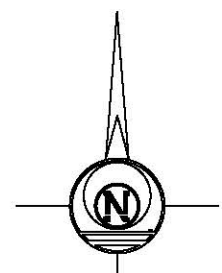
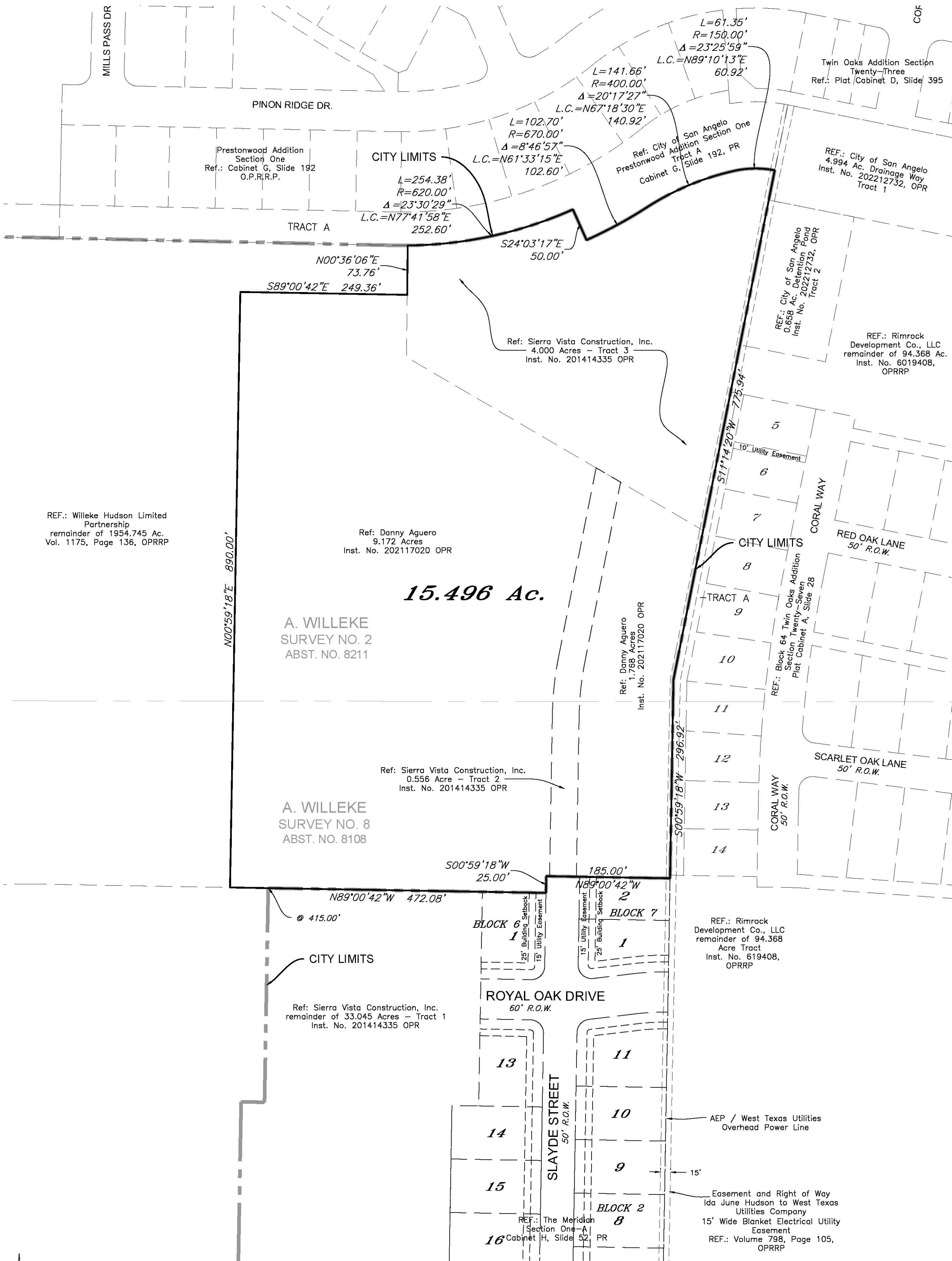
BEFORE ME, this instrument was acknowledged on Aug. 18, 2023 by person's name or entity.

Ethan George

Notary Public, State of Texas

My commission expires: 06-03-2027





SCALE: 1"= 100'
0 50 100 200
GRAPHIC SCALE : FEET

**PROPOSED ANNEXATION
OF 15.496 ACRES**

SKG

ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
Firm No. 10102400
www.skg.com

PHONE: 325.655.1288
FAX: 325.657.8189

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Second reading of an ordinance for Z23-07 to rezone property from the Heavy Commercial zoning district to the Neighborhood Commercial zoning district, being 2.473 acres, located at 1261 and 1349 Glenna St. (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The applicant has requested to rezone property from Heavy Commercial (CH) to Neighborhood Commercial (CN) for property located at 1261 and 1369 Glenna Street. The properties consist of two vacant lots along a heavily trafficked street. The rezoning request would allow the applicant to consolidate the properties into a single lot and develop it with a new commercial retail store, pending the approval of the rezoning.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends approval of this rezoning request.

At their meeting on July 17, 2023, the Planning Commission voted to recommend approval of this request by a vote of 4-0. August 15, 2023 City Council had the 1st reading and approved 7-0.

Attachments:

- | | |
|--|--|
| 1. Ordinance Z23-07 | Ordinance Z23-07.docx |
| 2. Z23-07 1261 and 1349 Glenna St - Staff Report | Z23-07 1261 and 1349 Glenna St - Staff Report.docx |
| 3. 1349 Glenna Photos - Site | 1349 Glenna Photos - Site.jpg |
| 4. 1349 Glenna Photos - Road 2 | 1349 Glenna Photos - Road 2.jpg |
| 5. 1349 Glenna Photos - Road 1 | 1349 Glenna Photos - Road 1.jpg |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 2.473 ACRES LOCATED AT 1261 and 1349 Glenna St., (M.F. Mitchell Survey 6, Abstract 8722, Tom Green County)**; FROM THE HEAVY COMMERCIAL ZONING DISTRICT (CH) TO THE NEIGHBORHOOD COMMERCIAL ZONING DISTRICT (CN); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z23-07: 1261 and 1349 Glenna Street.

WHEREAS, on the 17th day of July, 2023, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Neighborhood Commercial (CN) Zoning District; and,

WHEREAS, on the 15th day of August, 2023, City Council held a public hearing on Z23-07, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

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

The real property generally located 1261 and 1349 Glenna St., described as M.F. Mitchell Survey 6, Abstract 8722, Tom Green County, 2.473 acres within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance.

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

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

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein shall remain in full force and effect.

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

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

INTRODUCED on the **15th day of August, 2023**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of September, 2023**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

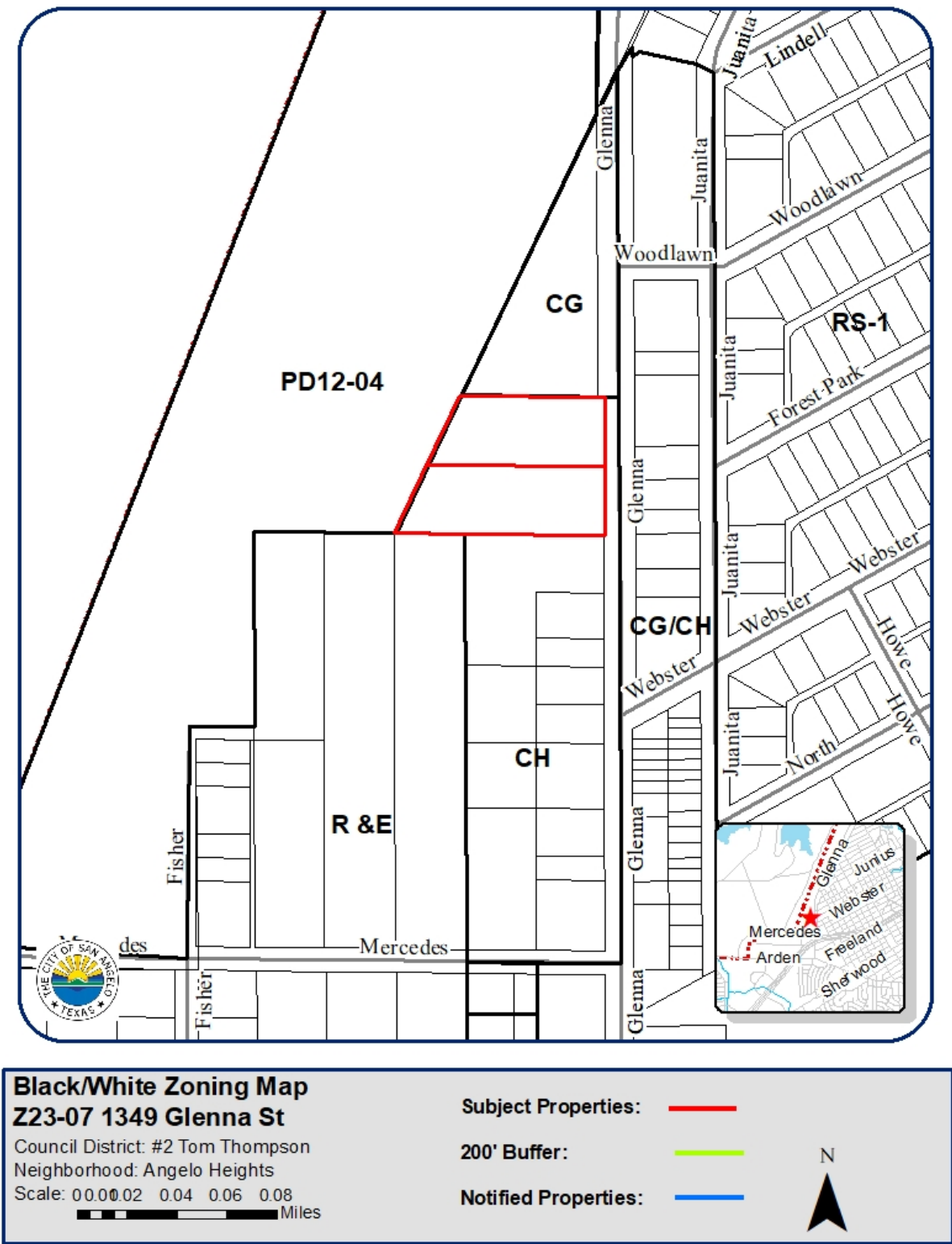
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit “A”



STAFF REPORT

Planning Commission: July 17, 2023

City Council 1st reading: August 15th, 2023



APPLICATION TYPE:		CASE:	
Rezoning request: CH to CN		Z23-07: 1261 and 1369 Glenna St.	
SYNOPSIS:			
The applicant has requested to rezone property from Heavy Commercial (CH) to Neighborhood Commercial (CN) for property located at 1261 and 1369 Glenna St. The properties consist of two vacant lots along a heavily trafficked street. The rezoning request would allow the applicant to consolidate the properties into a single lot and develop it with a new commercial retail store, pending the approval of the rezoning.			
LOCATION:		LEGAL DESCRIPTION:	
1261 and 1349 Glenna St., approximately 425' south of the intersection of Glenna and Woodlawn Dr.		Abst: A-8314 S-0006, Survey: M F MITCHELL, 1.126 ACRES, Abst: A-8314 S-0006, Survey: M F MITCHELL, 1.3470 ACRES	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SM District: #2 Tom Thompson Neighborhood: Angelo Heights	RS1 – Heavy Commercial to Neighborhood Commercial	Neighborhood Center	2.426 Acres
THOROUGHFARE PLAN:			
Glenna St – Minor Arterial Street – Paving with is 48.5' with a minimum of 48' paving. Row is variable at maximum of 65' with a minimum requirement of 68' (Dedication through plat process of additional ROW)			
NOTIFICATIONS:			
17 notifications mailed on May 31, 2023. One received in support and none in opposition.			
STAFF RECOMMENDATION:			
Staff recommends <u>APPROVAL</u> of the rezoning request.			
PROPERTY OWNER/PETITIONER:			
Owner: Terry Blair Petitioner: Chris Berry, Berry Engineering, LLC			
STAFF CONTACT:			
Aaron Vannoy Planning and Development Services Assistant Director (325) 657-4210, Extension 1542			

Additional Information: Staff met with the applicant's representative concerning the proposed site and the proposed commercial retail development and rezoning at a development meeting. As part of the proposal the developer has submitted applications for a request to abandon a portion of an alley and replat of all the pieces they have acquired into one commercially zoned lot. They would like to operate their business by right, develop in an area of town that is suitable for infill and developing underutilized areas, and this application is part of that complete project.

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The Comprehensive Plan identifies this area as Neighborhood Center, but it has been virtually vacant for a long time. Given the existing desire of the City to encourage infill development, the proposed change is in keeping with this Plan which also encourages mix of uses and services that cater to the residents within these areas identified as "Neighborhood Centers".
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The proposed rezoning will not conflict with the Zoning Ordinance.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** As noted above, the properties in this area are a mix of uses. In surveying the area, the one thing that was noted was the need for redevelopment in this area of town. As such, they will complement the area and the various uses.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** This area is in abstract and has been virtually vacant for a long time, and is a great location for infill commercial development to serve the needs of the residents in surrounding neighborhoods.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There are no anticipated adverse effects on neighboring properties.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Staff believes that this type of mixed use has a history of success. The neighborhood was developed in the 1960's and many of the properties have been vacant for decades. This business can help stabilize the neighborhood, by providing new development in an area that has been continuing to lose homes and businesses for several years.
7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The property in question is along a minor arterial which serves the neighborhood and traffic from N. Bryant to Houston Harte Freeway. It provides a compatible transition from heavier commercial uses and residentially zoned areas. A similar store closed in 2022 approximately 1 mile from this location due to space issues at an existing strip center.

Recommendation:

Staff recommends **APPROVAL** of the request to Heavy Commercial (RS-1) to Neighborhood Commercial (CN).

Attachments:

Aerial Map
Future Land Use – Vision Plan
Zoning Map
Notice Map
Notice returns



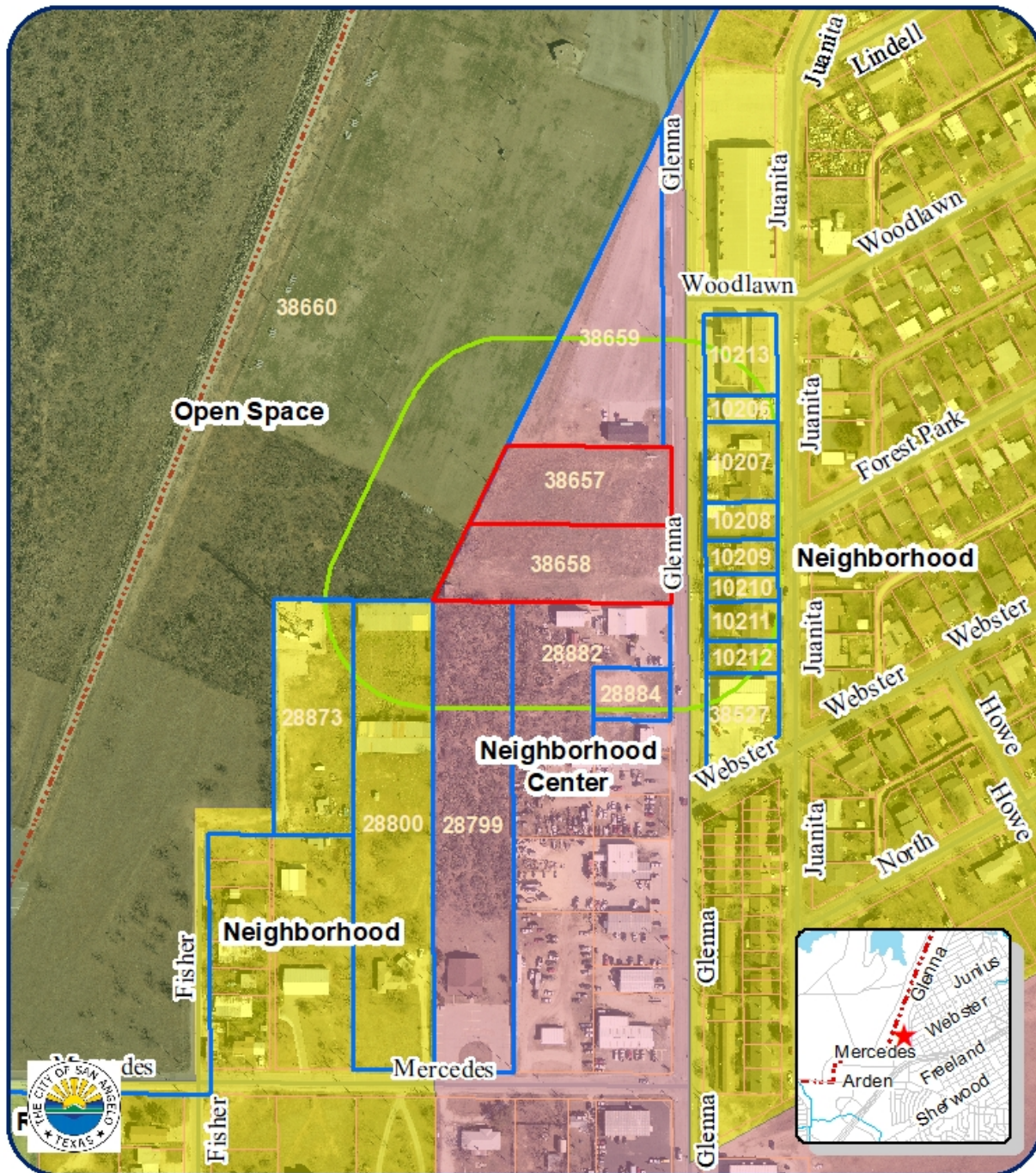
Aerial Map
Z23-07 1349 Glenna St
Council District: #2 Tom Thompson
Neighborhood: Angelo Heights
Scale: 0.00 0.02 0.04 0.06 0.08
Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —





Current Vision Plan Map Z23-07 1349 Glenna St

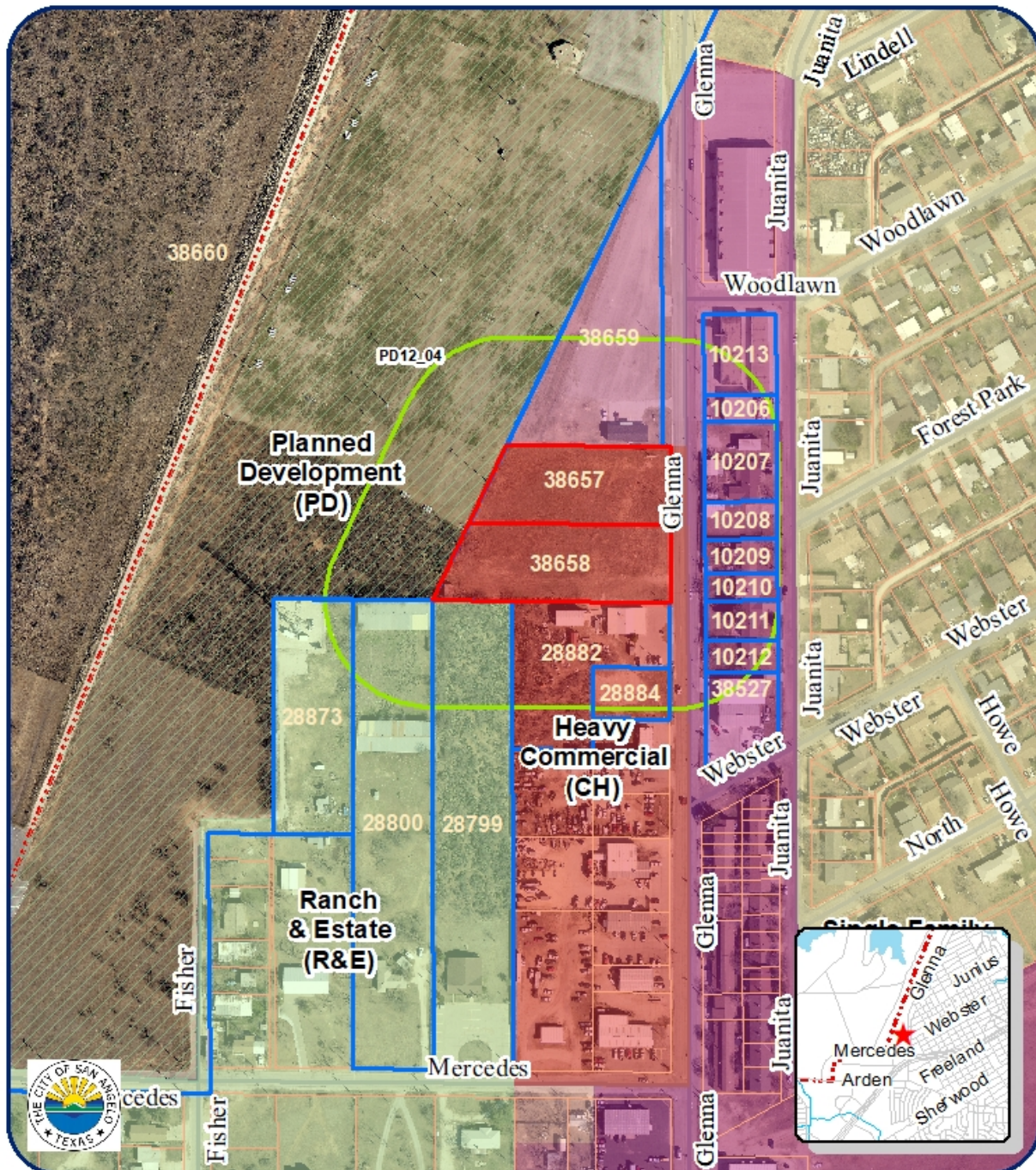
Council District: #2 Tom Thompson
Neighborhood: Angelo Heights
Scale: 0.00 0.02 0.04 0.06 0.08
Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —





Current Zoning Map Z23-07 1349 Glenna St

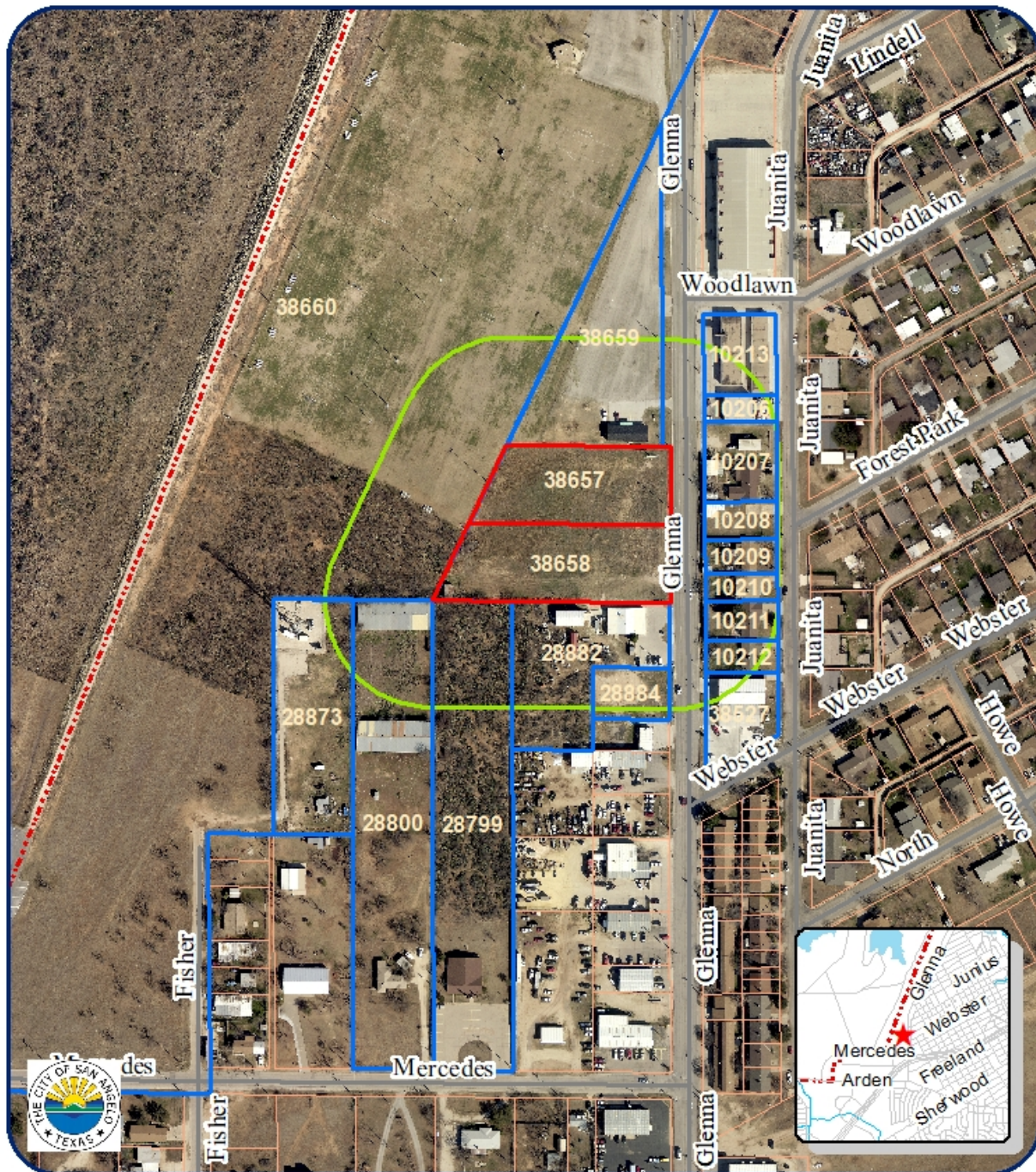
Council District: #2 Tom Thompson
Neighborhood: Angelo Heights
Scale: 0.00 0.02 0.04 0.06 0.08
Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —





200' Notification Map Z23-07 1349 Glenna St

Council District: #2 Tom Thompson
Neighborhood: Angelo Heights
Scale: 0.00 0.02 0.04 0.06 0.08
Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —



For the PLANNING COMMISSION
Please call (325) 657-4210 if you have any questions about this notice.

CASE #: Z23-07
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: BLAIR TERRY L & LONNIE C
Parcel I.D.: 76901-2628
Address: 3832 MERCEDES ST

Mailing To: ATTN: Planning and Development Services
52 W. College Ave
San Angelo TX 76903

Email: planning@cosak.us

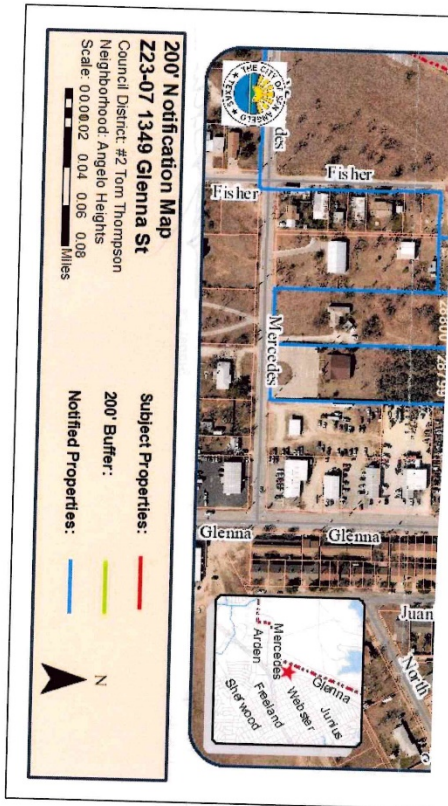
I am in favor ☒

I am opposed ☐

Signature: _____



Additional Comments:









Zoning Request
Pending
QR Code
(325) 657-4210

WEST TEXAS
APPLIANCE
PARTS

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: November 7, 2023

Item type: Consent Item

Caption:

Second reading of an ordinance amending Planned Development 05-03 to extend uses currently allowed in specific areas on the lot (Civic, Institutional, Religious, Educational, Athletic and Neighborhood Commercial) to be allowed throughout the entire property located at 5687 Melrose Ave. (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

A request to amend an existing Planned Development Ordinance, PD05-03, to allow institutional and civic uses in area C, a residential district, subject to certain conditions, located at 5687 Melrose Ave.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

At their July 17, 2023 meeting the Planning Commission voted unanimously to approve the amendment, 4-0. August 15, 2023 City Council had the 1st reading and approved 7-0

Attachments:

- | | | |
|----|---------------------------|-------------------------------|
| 1. | City Council Staff Report | City Council Staff Report.pdf |
| 2. | Ordinance (PD05-03) | Ordinance (PD05-03).docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

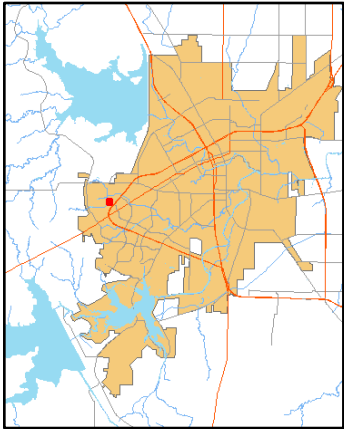
Rae Lineberry	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved

Aaron Vannoy
Theresa James
Heather Stastny

Approved
Approved
Final Approval

CITY COUNCIL – August 15, 2023
STAFF REPORT



APPLICATION TYPE:		CASE:	
Planned Development		Amendment to Planned Development PD05-03	
SYNOPSIS:			
The applicant has applied to amend PD05-03 to reflect current and future development on the property. This proposal is to update the existing Planned Development ordinance to accommodate all the anticipated uses that apply to the main educational use. The original Planned Development broke the uses out by A through D zones. That worked well originally, but it is easy to see that users need to respect zone boundaries over time. Athletic areas may have needs across the zones, as do educational, maintenance, and equipment repair areas. At this point in time, the uses are better served and meet the needs in a more beneficial way by allowing them over the entire site. This will then require some awareness that there may be some impact on the other properties in the area, so care will need to be taken to address those issues.			
LOCATION:		LEGAL DESCRIPTION:	
Melrose Avenue and Stratford Avenue		Lot 6A Blk 1 BLUFFS Ease SEC. 1, being 10.907 acres	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #6 – Larry Miller Bluffs Neighborhood	PD allowing educational, athletic, maintenance, residential uses	Neighborhood	10.907 acres
NOTIFICATIONS:			
32 notifications were mailed within a 200-foot radius on June 30, 2023. One response has been received in opposition and no responses in support.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the amendment to the existing PD05-03 Planned Development (PD) Zoning District to allow an underlying base zoning of Neighborhood Commercial, also allowing educational, athletic, recreational, maintenance, and equipment repair uses associated with the 5687 Melrose Ave. school site. Planning Commission approved this application 4-0 at their July 17, 2023 meeting.			
PROPERTY OWNER/PETITIONER:			
Applicant: Scott White Chief Operations Officer Applicants Representative: Darren Buhle			
STAFF CONTACT:			
Sherry Bailey Senior Planner (325) 657-4210, Extension 1546 sherry.bailey@cosatx.us			

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

1. **Compatible with Plans and Policies. *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** The subject property is designated “Neighborhood,” which is designed to promote a solid base of uses that meet the educational and personal needs of the students.
2. **Consistent with Zoning Ordinance. *Whether and the extent to which the proposed special use would conflict with any portion of this Zoning Ordinance.*** The change to make the uses uniform across the site is more reflective of the overall use of the site and support for those that attend this facility.
3. **Compatible with Surrounding Area. *Whether and the extent to which the proposed special use is compatible with existing and anticipated uses surrounding the subject land.*** Staff believes that the proposed amended PD is compatible with the surrounding area. The property will act as an interconnected collection of uses to meet the needs of the population.
4. **Changed Conditions. *Whether and the extent to which there are changed conditions that require an amendment.*** Facility support systems are housed across the site as well as educational and athletic facilities. Making the approach is more in keeping with the existing situation.
5. **Effect on Natural Environment. *Whether and the extent to which the proposed special use would result in significant adverse impacts on the natural environment, including but not limited to water or air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*** Staff does not anticipate any negative environmental effects with the proposed PD. Any development will require a review of drainage, grading, and stormwater per normal practice at the time of platting.
6. **Community Need. *Whether and the extent to which the proposed special use addresses a demonstrated community need.*** As indicated in #1 above, the Comprehensive Plan supports more diverse types of uses in this area.
7. **Development Patterns. *Whether and the extent to which the proposed special use would result in a logical and orderly pattern of urban development in the community.*** Approval of this PD will not change the development patterns in the area.

Recommendation:

Staff recommends that the Planning Commission recommend the **APPROVAL** of amending the Planned Development (PD) Zoning District PD05-03 to allow an underlying base of Neighborhood Commercial along with educational, recreational, athletics, and maintenance uses related to the school.

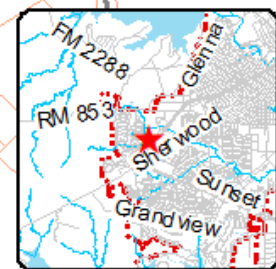
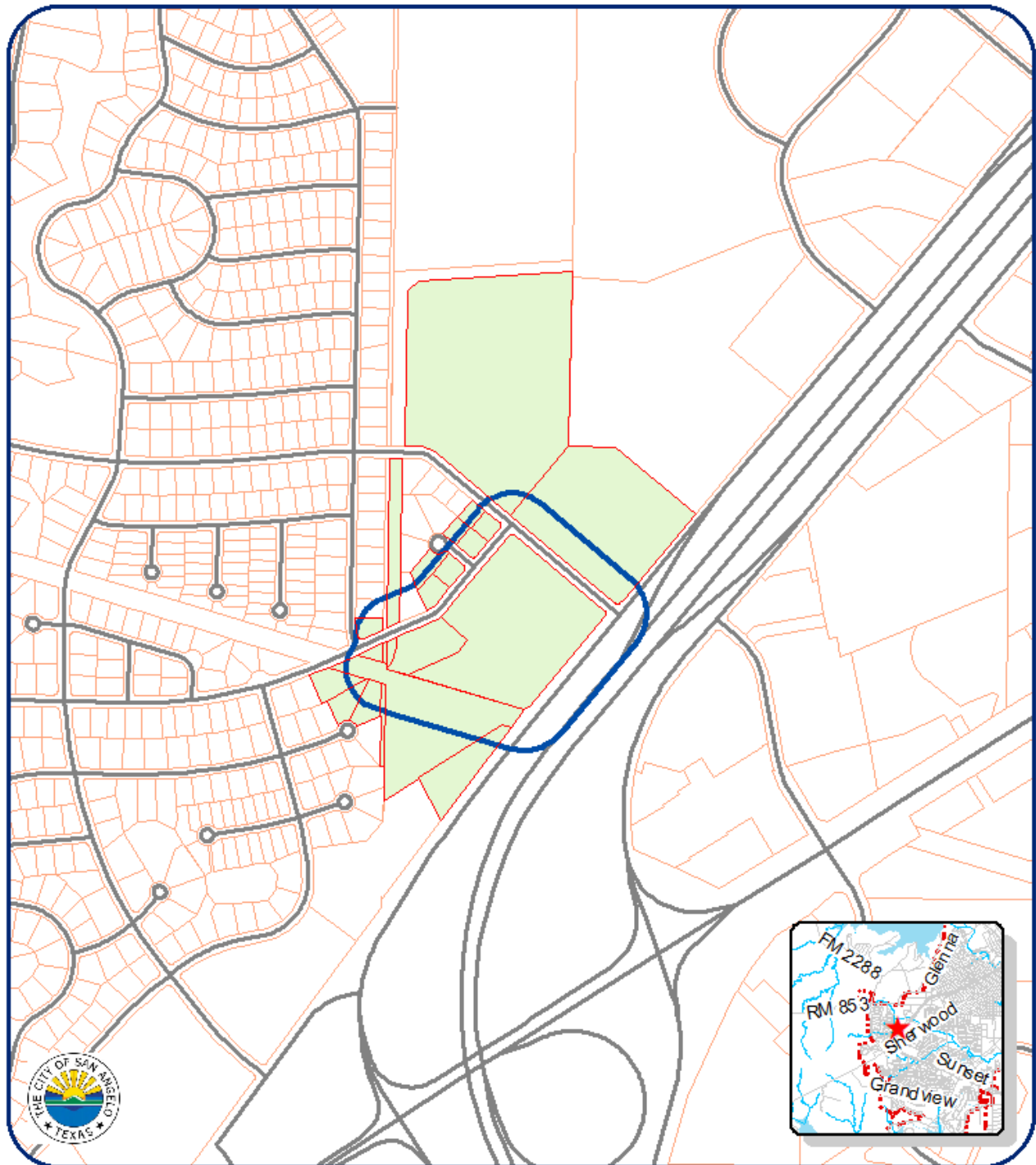
Attachments:

Aerial Map

Future Land Use Map

Zoning Map

200-Foot Notification Map



200' Notification Map
TLCA PD05-03 Amendment

Council District: #6 Miller
Neighborhood: Bluffs

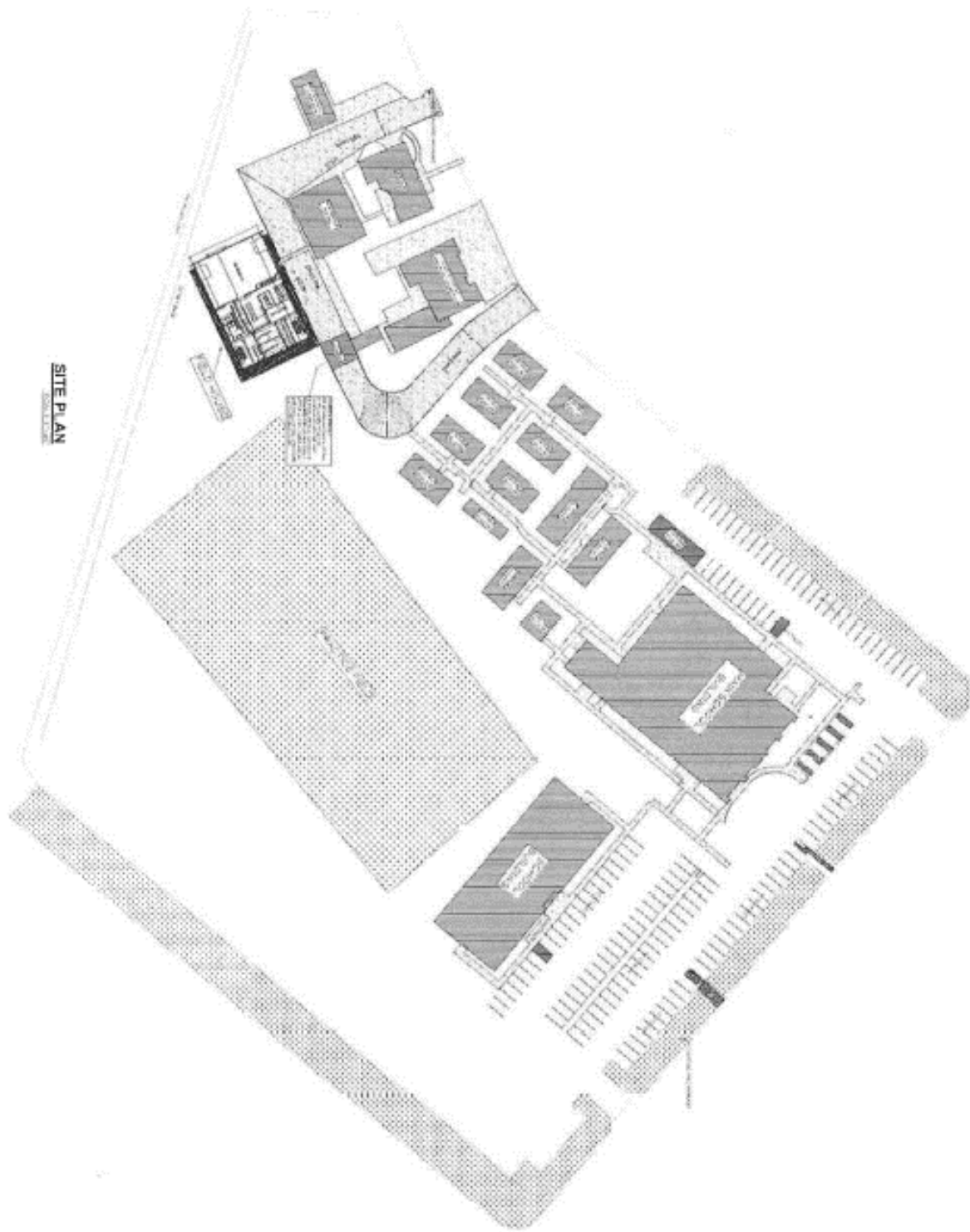
Scale: 0 0.03 0.06 0.12 0.18 0.24
Miles

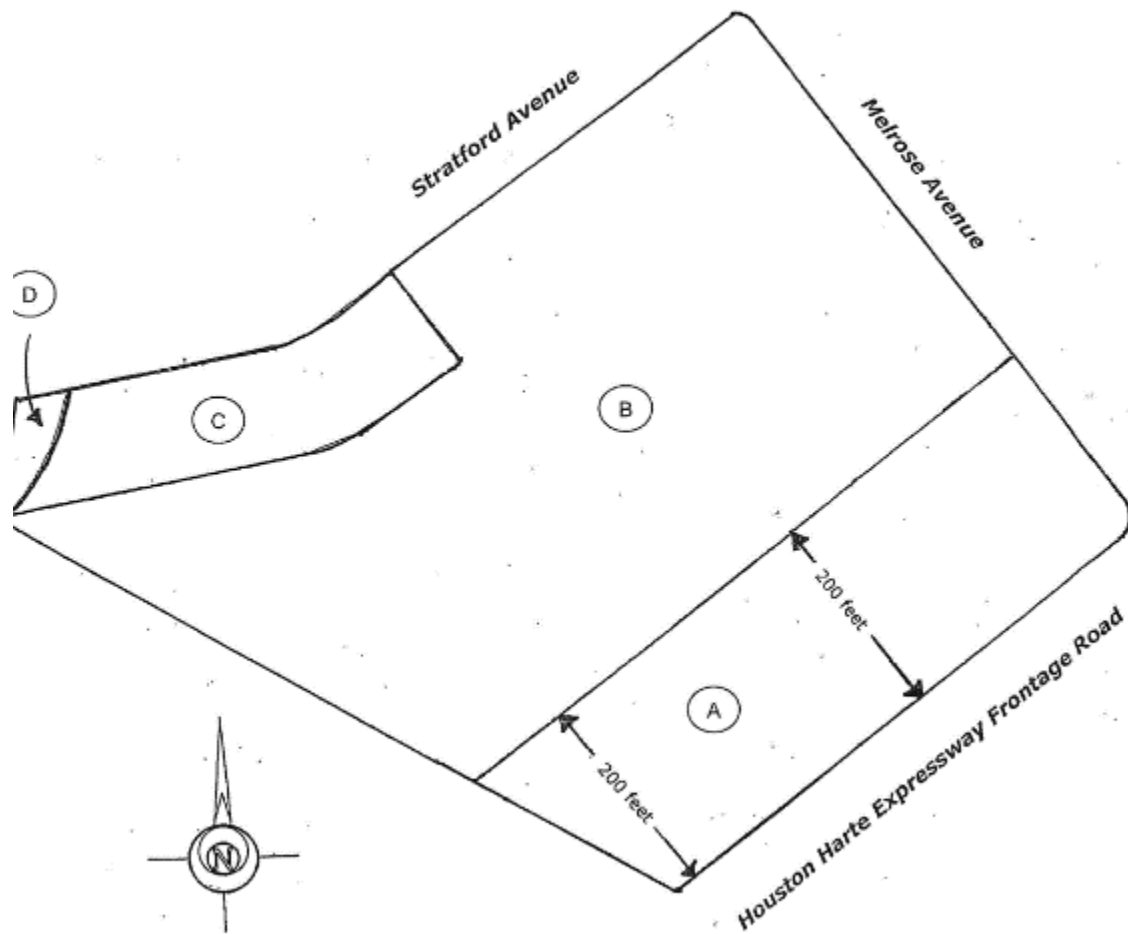
Subject Properties: 

200' Buffer: 

Notified Properties: 







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: **APPROXIMATELY 10.907 ACRES LOCATED SOUTHWEST OF MELROSE AVENUE AND STRATFORD AVENUE**; FROM THE PLANNED DEVELOPMENT WITH AN UNDERLYING INSTITUTIONAL AND CIVIC USE, RESIDENTIAL AND LIMITED COMMERCIAL TO A PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW UNDERLYING BASE ZONING OF NEIGHBORHOOD COMMERCIAL, INSTITUTIONAL, CIVIC, RESIDENTIAL, EDUCATIONAL AND ATHLETIC DEVELOPMENT STANDARDS AS OUTLINED IN THE ORDINANCE; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD05-03 5687 MELROSE AVENUE

WHEREAS, on the 17th day of July, 2023, 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 Amendment to Planned Development (PD05-03) Zoning District to allow for an underlying base zoning of (NC) Neighborhood Commercial, Educational, Residential, Civic, Institutional and Athletic development standards and,

WHEREAS, on the 1th day of August, 2023, City Council held a public hearing on the Amendment to PD05-03, 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 properties permanently zoned PLANNED DEVELOPMENT (PD05-03) ZONING DISTRICT:

The real property is generally located southwest of the intersection of Stratford Avenue and Melrose Avenue and north of Houston Harte Expressway; being approximately 10.907 acres in the BLUFFS EAST SEC. 1 AMENDED PLAT Lot 6A, Blk. 1; City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance.

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: The use of the hereinabove described property shall be subject to all applicable regulations contained in **Exhibit “B”** of this Ordinance (**“Applicable Regulations”**), and 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 herein shall remain in full force and effect.

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

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

INTRODUCED on the **15th day of August, 2023**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of September, 2023**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

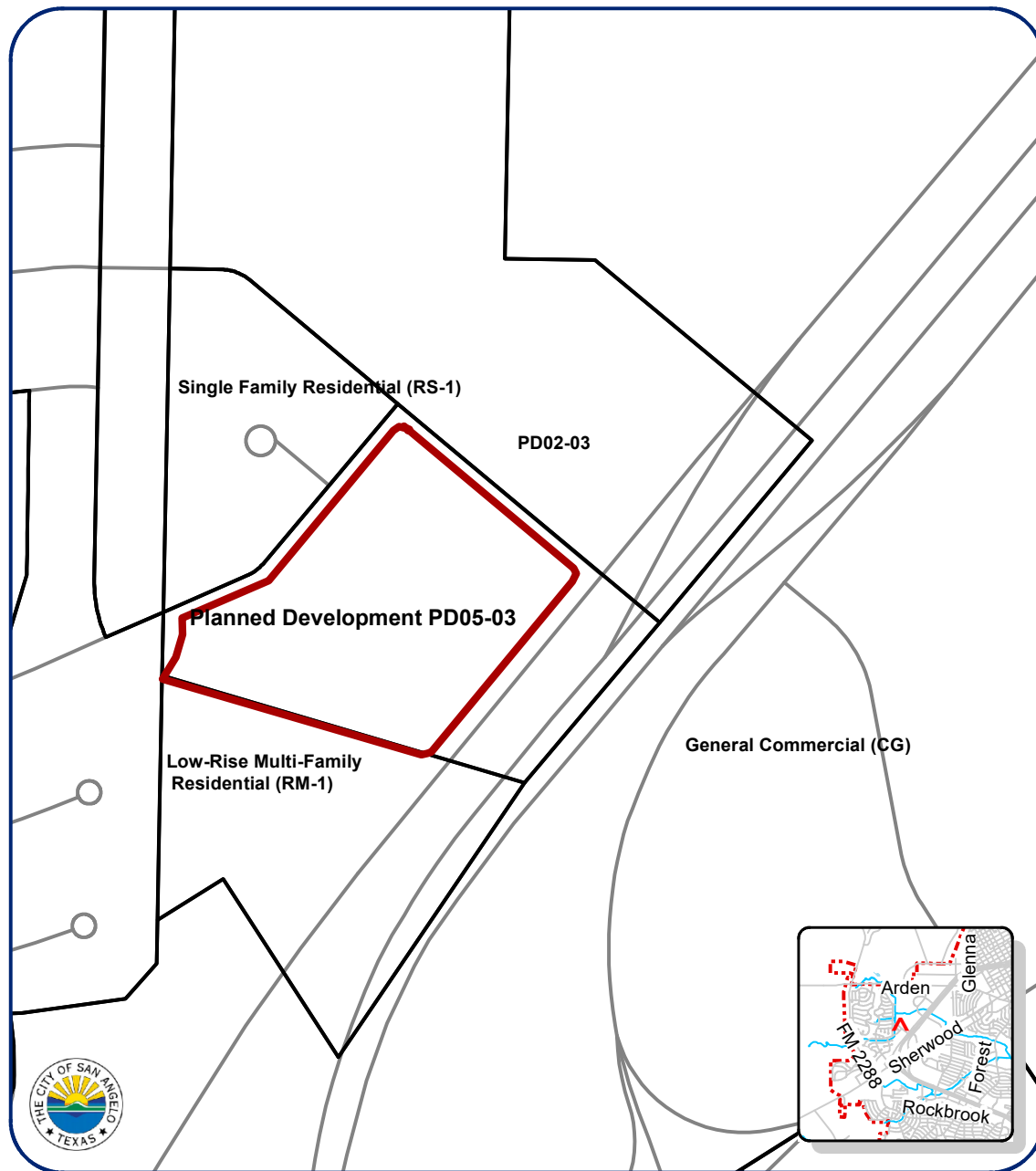
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit "A" (PD Boundary Map)



TLCA

Amendment to PD05-03

Council District: #6 -Larry Miller

Neighborhood: Ft. Concho

Scale: 0.00 0.03 0.06 0.09 0.12
Miles

Subject Properties:

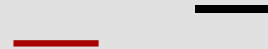
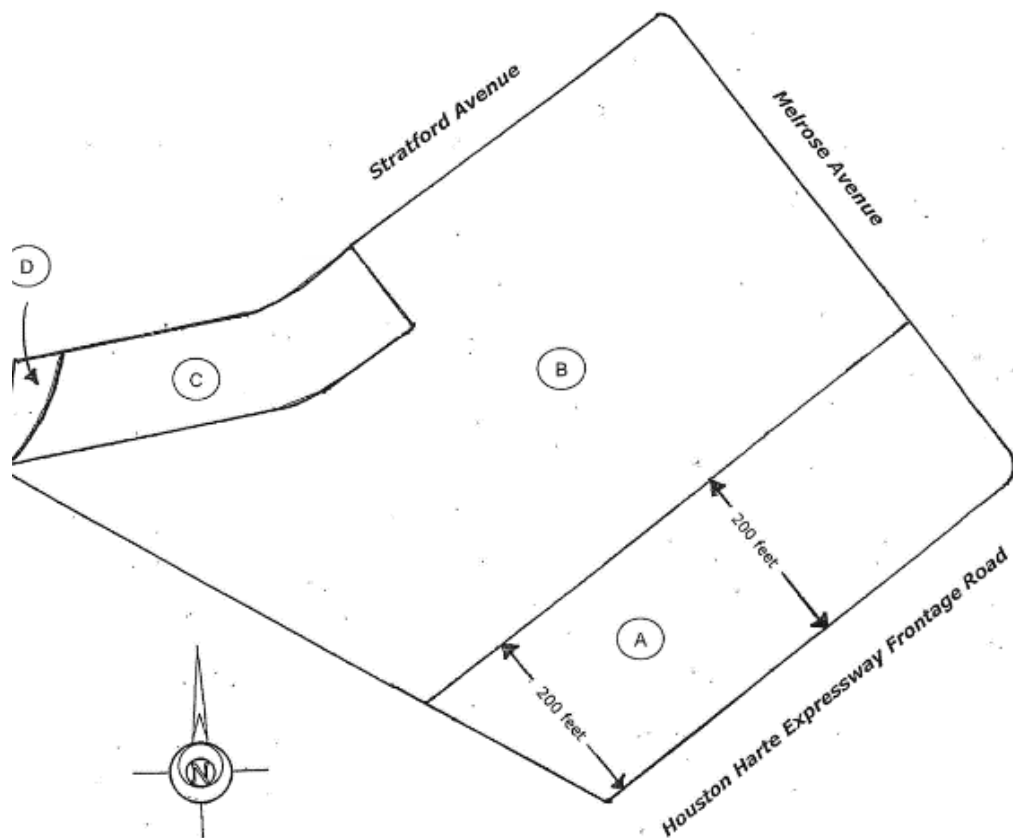


Exhibit “B”
Applicable Regulations

1. Except as otherwise specified, the development of the subject property shall generally conform to the Neighborhood Commercial (NC) Zoning District standards.
2. The following development standards shall apply:
 - Institutional including religious.
 - Civic.
 - Athletic including fields, field house, and practice facilities and stands.
 - Residential including Day Care.
 - Associated maintenance facilities to care for grounds, building and vehicles.
 - Neighborhood Commercial

To include area A, B, and C equally.



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Heather Stastny, City Clerk, City Clerk

Meeting Date: November 7, 2023

Item type: Regular Item

Caption:

Consider a resolution designating the number of votes to be cast for each nominee for the Board of Directors of the Tom Green County Appraisal District (Presentation made by City Clerk Heather Stastny)

Staff Recommendation:

Approve

Summary/History:

The nomination and appointment process for the Board of Directors is set out in Section 6.03 of the Texas Tax Code. Appraisal district board members serve 2-year terms, with current terms expiring December 31, 2023.

Nominations have been received from the participating governing bodies and a list of five nominees is now proposed. The City Council may distribute its 1,349 votes in any manner it desires among the five nominees.

Potential ways of proceeding are:

- City Council can evenly distribute its votes amongst the five board nominees, with each receiving 269 (1,345) votes, with the remaining 4 votes being distributed by consensus.
- The six City Council Members/Mayor could each have 192 (1,344) votes to distribute among the 5 nominees, with the remaining 5 votes being distributed to each nominee.
- The City Council could cast all of it's votes for one nominee.

All current members have expressed a willingness to serve another term if elected. Those currently serving and on the ballot are:

- Louis Gomez (has served 5 terms/10 years)
- Kandi Pool (has served 3 terms/6 years)
- Bob Reeves (has served 5 terms/10 years)
- Scott Tankersley (has served 1 unexpired term/>1 year)
- Eric Wilson (has served 1 unexpired term/>1 year)

The five elected board members will begin serving their two-year term of office on January 1, 2024.

Funding Source(s):

Financial Impact:

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

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

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | Election Letter for BOD Positions 2024 | Election Letter for BOD Positions 2024.pdf |
| 2. | 2023 Ballot 2024-2025 TGCAD Board of Directors Election - City | 2023 Ballot 2024-2025 TGCAD Board of Directors Election - City.pdf |
| 3. | Resolution TGC Appraisal BOD | Resolution TGC Appraisal BOD.docx |

Presentation:

Heather Stastny

Approvals/Reviews:

Heather Stastny	Created/Initiated
Theresa James	Approved
Heather Stastny	Final Approval



TOM GREEN COUNTY APPRAISAL DISTRICT

2302 Pulliam St. • San Angelo, TX 76905
Office 325-658-5575 Fax 325-657-8197



September 25, 2023

Re: Nomination of Candidates to Serve on the Board of Directors of the Tom Green County Appraisal District for the 2024-2025 Term.

Dear Mr. Valenzuela,

The process of nominating candidates to serve on the appraisal district board of directors, as provided for in Section 6.03 of the Texas Property Tax Code, has begun. The current two-year term of the five-member board of directors ends on December 31, 2023.

All five of the current Directors have expressed their willingness to serve another term if elected. The current members of the Board of Directors are as follows:

Louis Gomez
Kandi Pool
Bob Reeves
Scott Tankersley
Eric Wilson

You may nominate the existing Board of Directors again or the steps for selecting a new nomination are listed below.

Chapter 6 of the Tax Code provides for the following steps to be taken:

- The chief appraiser calculates the number of votes to which each taxing unit is entitled and delivers written notice of the voting entitlements before October 1, 2023.
- Each eligible taxing unit may nominate by resolution adopted by its governing body one candidate for each of the five positions to be filled. The resolution must be adopted prior to October 15, 2023. The presiding officer of the governing body of the voting unit shall submit the names of its nominees to the chief appraiser prior to October 15, 2023.

- The chief appraiser shall prepare a ballot, listing the candidates alphabetically and shall deliver the ballot to the presiding officer of each of the voting jurisdictions prior to October 30, 2023.
- The governing body of each taxing unit shall determine its vote by resolution and submit it to the chief appraiser prior to December 15, 2023.
- The chief appraiser shall count the votes, declare the five (5) candidates who receive the largest vote totals elected, and submit the results to the governing body of each unit and to the candidates prior to December 31, 2023.
- The elected directors begin their term of office January 1, 2024.

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

The taxing units eligible to vote and currently participating in the appraisal district and their voting entitlement under Section 6.03(a), are as follows:

TAXING UNIT	2022 LEVY	2022 % OF LEVY	2023 ELIGIBLE VOTES
CISD	\$ 3,521,423.10	1.9434%	97
TGC	\$ 44,896,928.11	24.7772%	1239
COSA	\$ 48,883,745.05	26.9774%	1349
GCISD	\$ 4,729,422.34	2.6100%	131
MISD	\$ 673,585.57	0.3717%	19
SAISD	\$ 66,014,130.17	36.4311%	1822
VBISD	\$ 2,572,476.04	1.4197%	71
WISD	\$ 6,847,913.56	3.7791%	189
WVISD	\$ 3,062,908.46	1.6903%	85
	\$ 181,202,532.40	100.0000%	5000

Please notify me of any questions you may have.

Sincerely,

A handwritten signature in black ink that reads "Tyler Johnson". The signature is written in a cursive style with a large, stylized 'J'.

Tyler Johnson, Chief Appraiser
Tom Green County Appraisal District

BALLOT
FOR THE SELECTION OF MEMBERS
TO THE BOARD OF DIRECTORS
OF THE TOM GREEN COUNTY APPRAISAL DISTRICT
FOR THE 2024-2025 TERM

NAME OF THE TAXING UNIT: City of San Angelo

NUMBER OF VOTES TO WHICH THIS UNIT IS ENTITLED: 1349

NOMINEE NAME:

NUMBER OF VOTES CAST

Gomez, Louis.....

Pool, Kandi.....

Reeves, Bob.....

Tankersley, Scott.....

Wilson, Eric.....

TOTAL.....

DATE OF VOTING ACTION: _____, 2023.

PRESIDING OFFICER SIGNATURE: _____

RESOLUTION 2023-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, CASTING VOTES FOR EACH OF THE FIVE POSITIONS ON THE BOARD OF DIRECTORS OF THE TOM GREEN COUNTY APPRAISAL DISTRICT FOR THE JANUARY 1, 2024, THROUGH DECEMBER 31, 2025 TERM OF OFFICE

WHEREAS, Section 6.03 of the Texas Tax Code allows a municipality that is a taxing unit in an appraisal district a voting entitlement to cast the number of votes for directors as determined by the chief appraiser pursuant to statutory formula for each of the five positions to be filled on the board of directors of the Tom Green County Appraisal District; and

WHEREAS, the City of San Angelo is a taxing unit of the Tom Green County Appraisal District and the chief appraiser has determined that the City is entitled to 1,349 votes for nominees for each of the five positions to be filled; and

WHEREAS, the City Council as governing body of the City of San Angelo desires to exercise its right of casting votes as provided by law for the five positions to be filled on the board of directors of the Tom Green County Appraisal District for the two year term of office commencing January 1, 2024 through December 31, 2025; and

WHEREAS, the meeting at which this resolution was passed was open to the public and public notices of the time, place, and purpose of said meeting was given as required by Chapter 551 of the Texas Government code, otherwise known as the Texas Open Meetings Act.

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

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

Section 2: That the City Council of the City of San Angelo, Texas, hereby allocates its total entitlement of 1,349 votes for the Tom Green County Appraisal District Board of Directors for two-year terms beginning January 1, 2024 and expiring December 31, 2025, as follows:

Nominee Name:	Number of Votes Cast
1. Louis Gomez	
2. Kandi Pool	
3. Bob Reeves	
4. Scott Tankersley	
5. Eric Wilson	

Section 3: That the City Clerk is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Tom Green County Appraisal District on or before December 15, 2023.

Section 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 7th day of November 2023.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

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: November 7, 2023

Item type: Regular Item

Caption:

Consider a resolution approving a request for a variance to allow the sale of alcoholic beverages, beer, and wine at 2635 Johnson St., a property within 300-ft of a public school (Presentation made by Planning & Development Services Assistant Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

Attachments:

- | | |
|--------------------------------------|---|
| 1. TABC consideration memo | TABC consideration memo.docx |
| 2. 2635 Johnson Street | 2635 Johnson Street |
| AlcoholSalesVariance_Resolution cor. | AlcoholSalesVariance_Resolution cor..docx |

Presentation:

Approvals/Reviews:

Sherry Bailey	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved

Theresa James
Heather Stastny

Approved
Final Approval

MEMO



Meeting

Date: November 7, 2023

To: City Council

From: Sherry L. Bailey
Principal Planner, City of San Angelo

Request: A request for a variance from Article 5.02.033 of the City Code of Ordinances to allow the sale of alcoholic beverages, beer, and wine at 2635 Johnson Street., a property within 300-ft of a public school (Aaron Vannoy)

Background: The attached information is from the applicant and his representative who will be present for the Council meeting.

Address per the building owner- 2611 Johnson, but the photo of the door says 2635. The assigned address is 2635 Johnson Street.

While the subject location was Grigsbys, the owner used the 2611 Johnson address for all shipping and receiving?

Kumon Math- 2607 Johnson
Pure Barre- 2609 Johnson
Route Bound- 2611 Johnson
Wonder Love Salon- 2613 Johnson
Old Grigsby-

Building Owner: Jason and Dana Calhoun, Property is marketed for lease by Landry Scott at ERA Real Estate

Tenant: Travis McMillian

Food: We don't have names for any of our food items yet because we are still working on them. But the type of food that we will be serving is appetizers (finger foods), steaks, burgers, sandwiches, different types of fish, fried foods, salads, desserts. These aren't going to be plain Jane, we will be incorporating high quality ingredients. Our menu will also feature lunch and nightly specials that are not on the main menu, as well as happy hour specials (food and drinks). Everything will be house made and fresh with a few exceptions. We plan on having gluten free menu items to appease to the gluten free crowd. Not a whole lot of restaurants are capitalizing on this, and it seems San Angelo needs this option.

What will set us apart is the experience from my team, knowing our guests, exceptional quality of food and service. This will be a higher end restaurant, not quite fine dining, but right under.

Hours of operation: Mon-Sun 11:00am-10:00pm. Happy hour will be from 3:00pm-6:00pm.

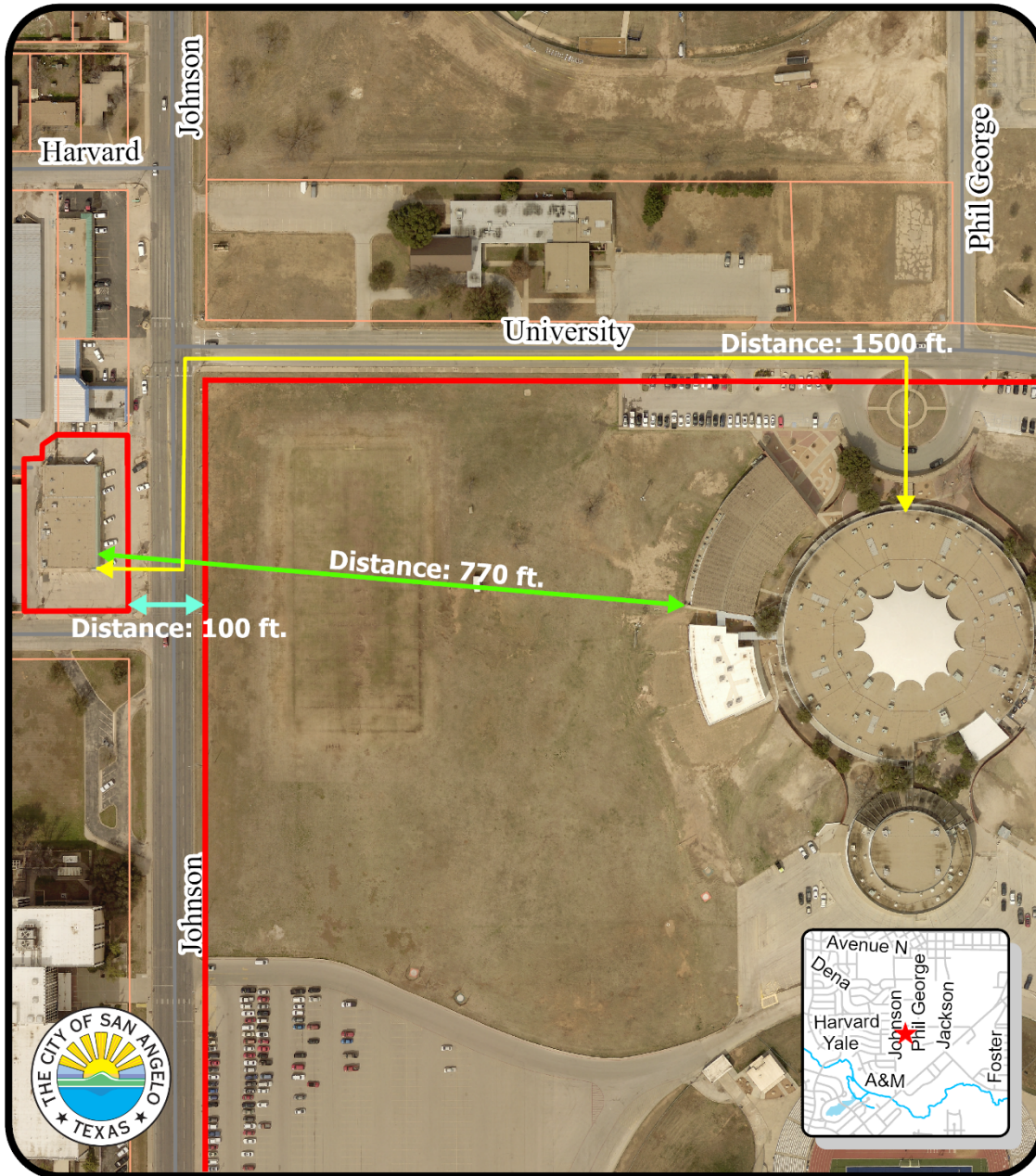
We will be serving the full menu for lunch and dinner. (Lunch Specials 11-3), (Nightly Specials 5-10).

Thoughts...

As far as happy hour, this is just like any other restaurant that is on Knickerbocker like Cork and Pig and Cheddar's.

It sounds like the level of restaurant would be similar to Cork and Pig, The Grill or the Warf.

Again, I would like to emphasis the fact that where Firestone Service now is on Knickerbocker, which use to be Cork and Pig before they bought the old Johnny Carrino's building. This location had an outdoor patio, served alcohol and had happy hour.



Distance Exhibit 2635 S Johnson St Council District: #5 Karen Hesse Smith Neighborhood: ASU - College Hills		Subject Properties: Property line distance: Building distance: Street distance:	
Scale: 0 0.01 0.03 0.04 0.06 Miles			

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING A VARIANCE FROM THE CITY CODE OF ORDINANCES, ARTICLE 5.02 “ALCOHOLIC BEVERAGE REGULATIONS”, SECTION 5.02.033 “PROHIBITED LICENSES”; TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES, BEER, AND WINE WITHIN 300 FEET OF A TAX-SUPPORTED ELEMENTARY OR SECONDARY PUBLIC SCHOOL; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Travis McMillian (herein referred to as the “Lessee”) is the Lessee of a facility property which will house his restaurant, located at 2635 S. Johnson Street, in the City of San Angelo, Tom Green County, Texas (hereinafter referred to as the “Property”); and,

WHEREAS, Lessee is not eligible for a license to sell alcohol from his restaurant due to it being within 300 feet of a tax-supported elementary or secondary public school; and,

WHEREAS, the Texas Alcohol and Beverage Code, subsection (e) of Section 109.33 “Sales Near School, Church or Hospital”, allows the City of San Angelo to grant a variance to Section 5.02.033 of the City Code of Ordinances, where it determines that a) enforcement of the regulation in a particular instance is not in the best interest of the public; b) constitutes waste or inefficient use of land or other resources; c) creates an undue hardship on an applicant for a license or permit; d) does not serve its intended purpose; e) is not effective or necessary; or f) for any other reason; and after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community; and,

WHEREAS, the City of San Angelo has determined that the sale of alcohol satisfies 109.33(e), criterion a) above, that enforcement of the regulation in this particular instance is not in the best interest of the public.

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

Section 1. The City Council grants the requested variance, allowing the Lessee and any third party concession, on behalf of and authorized by the Lessee, to sell alcoholic beverages, beer, and wine, from the subject Property as identified on Exhibit “A” attached hereto, within 300 feet of a tax-supported public elementary school, provided all required licensing is obtained;

Section 2. Authorization is conditioned upon all alcohol being sold as part of normal restaurant food sales and service; and

Section 3. Authorization is conditioned upon Lessee and/or third party concession obtaining all required licensing including TABC license(s);

Section 4. Authorization is conditioned upon Dealer and/or third party concession obtaining all required permits and being in compliance with all relevant City codes and ordinances;

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

Section 6. This Resolution shall be effective from and after the date of adoption.

PASSED, APPROVED and ADOPTED on this 7th day of November, 2023.

THE CITY OF SAN ANGELO

ATTEST:

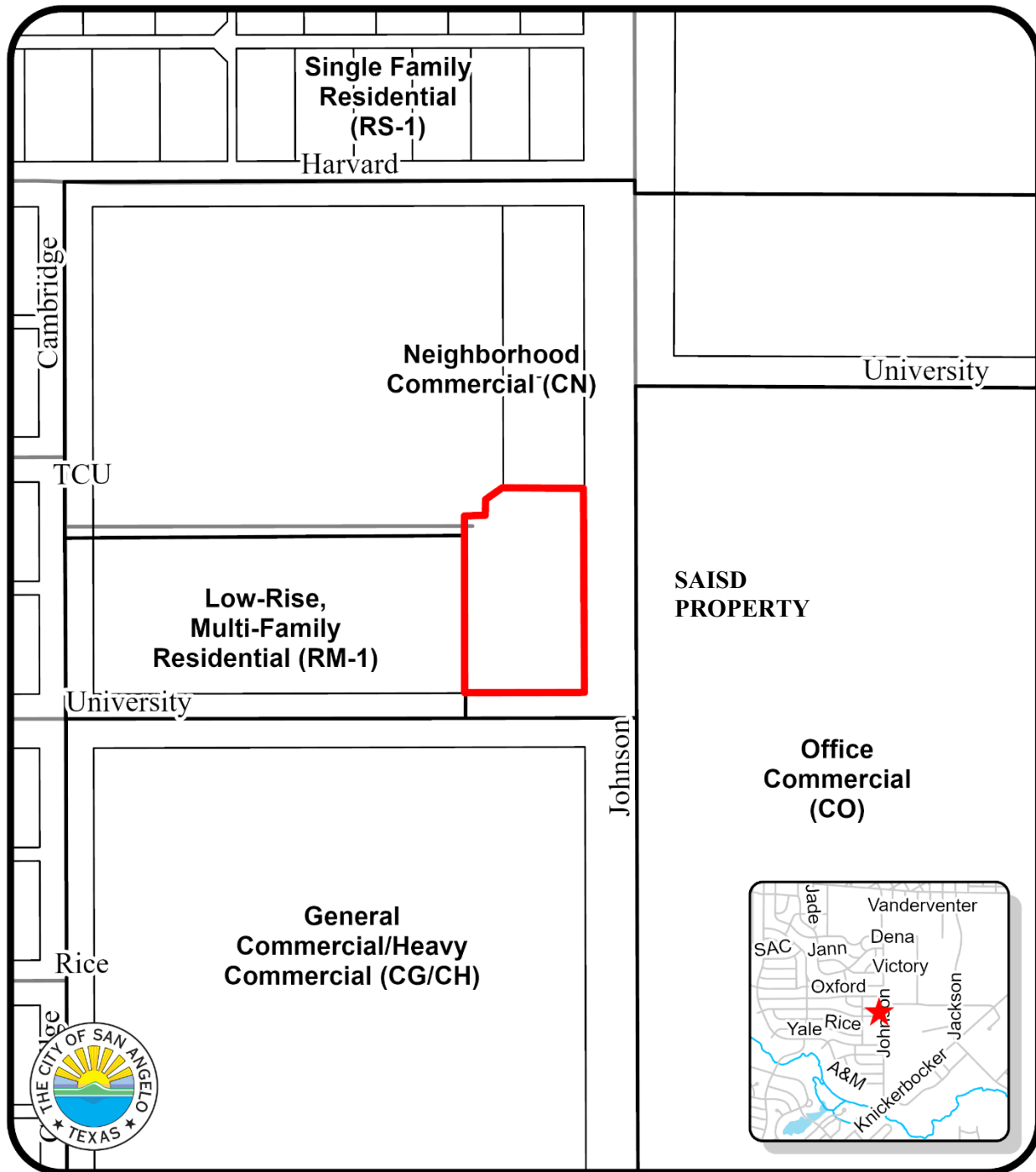
Brenda Gunter, Mayor

Heather Stastny, City Clerk

Approved as to Form:

Theresa James, City Attorney

Exhibit "A"



B&W Zoning Map 2635 S Johnson St

Council District: #5 Karen Hesse Smith
Neighborhood: ASU - College Hills

Subject Properties: —

Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Director of Operations, Operations

Meeting Date: November 7, 2023

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending Chapter 10 "Traffic Control", Article 10.03 "Operation of Motor Vehicles", Section 10.03.091 "One-way Streets and Alleys" of the Code of Ordinances to assign a portion of Howe St. as one-way during designated hours, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Operations Director Patrick Frerich)

Staff Recommendation:

Adopt

Summary/History:

Per Division 4 Section 10.03.091 - One-Way Streets and Alleys, the City of San Angelo may designate streets as one-way to ensure the safe and efficient flow of vehicular traffic. The requirement for the flow of traffic in only one-direction can be a strict designation or only during select hours as necessary.

Howe Street adjacent to TLCA's campus is recommended by the City Engineer for a one-way designation:

- traveling south;
- from West Houston Harte Expressway Frontage Road to Freeland Avenue; and
- during school hours.

Growing enrollment at that campus has increased the amount of traffic on Howe Street to a point where enhanced traffic control is necessary. A one-way designation will ensure that traffic moves efficiently during school hours. The one-way restriction will end just past TLCA's campus at Freeland Avenue, thus limiting the impact to residents in the surrounding neighborhood.

TLCA Administration originally made the request for a one-way designation on Howe Street. Staff observed the traffic patterns during peak times and worked with TLCA Administration on the specific requirements for this designation. TLCA will reimburse the City for the initial costs of installation related to this request.

Funding Source(s):

Financial Impact:

TLCA will reimburse the City for all costs related to this designation. The City will be responsible for the maintenance of all signs after the initial installation.

Other Information/Recommendation:

Engineering Staff recommends designating Howe Street as one-way only from West Houston Harte Expressway Frontage Road to Freeland Avenue during TLCA school hours.

Attachments:

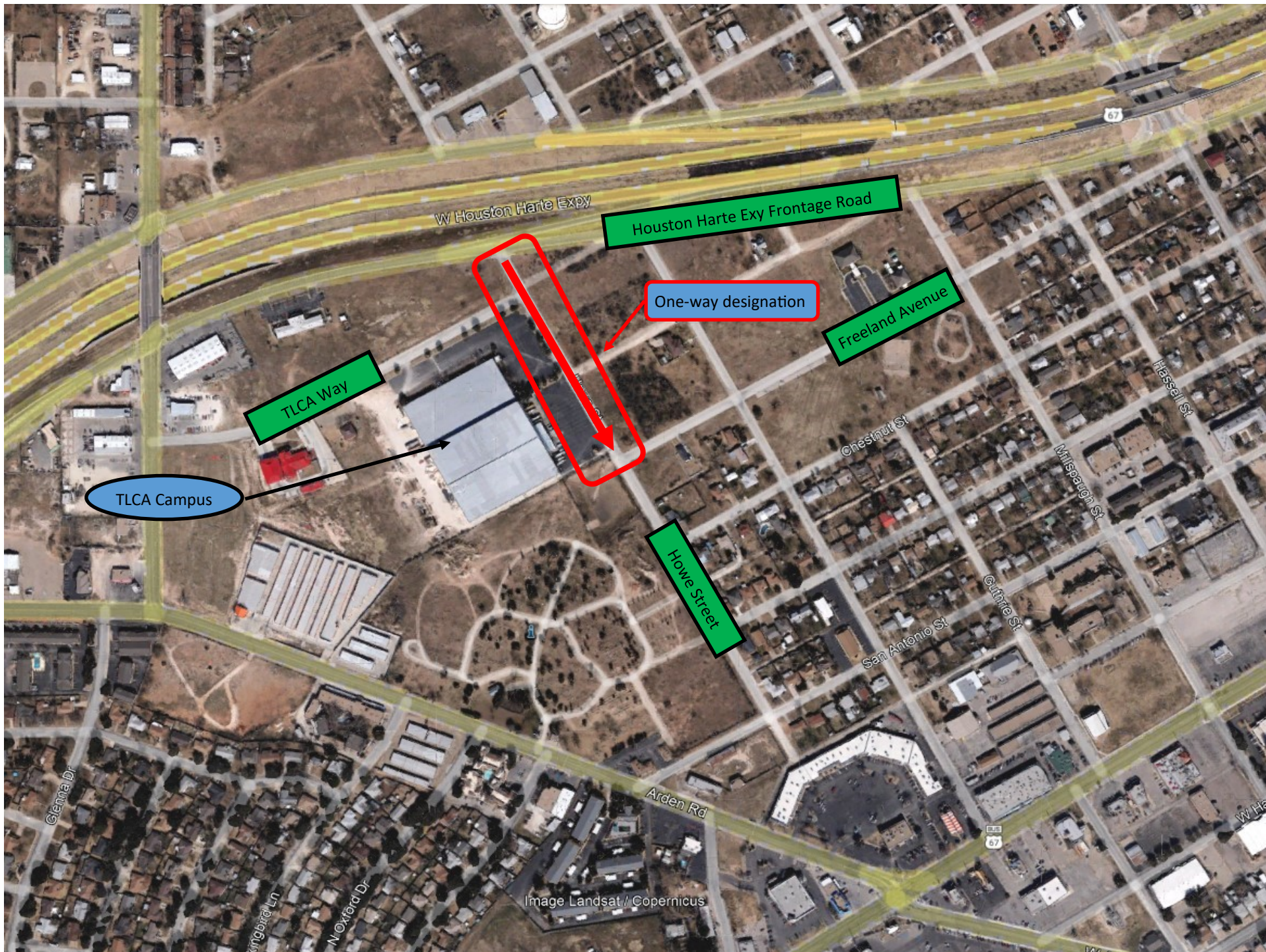
- | | | |
|----|---|--|
| 1. | Howe St. One-Way - Aerial | Howe St. One-Way - Aerial.pdf |
| 2. | Ordinance Howe one way street designation | Ordinance Howe one way street designation.docx |

Presentation:

Patrick Frerich

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Kevin Pate	Approved
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 10 “TRAFFIC CONTROL”, ARTICLE 10.03 “OPERATION OF MOTOR VEHICLES”, SECTION 10.03.91 “ONE-WAY STREETS AND ALLEYS” OF THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY ADDING PORTIONS OF HOWE STREET AS A DESIGNATED ONE-WAY STREET; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. THAT Chapter 10 “Traffic Control”, Article 10.03 “Operation of Motor Vehicles”, Section 10.03.91 “One-way streets and alleys” is hereby amended by adding the following:

“(45) Southbound traffic on Howe Street from West Houston Harte Expressway Frontage Road to Freeland Avenue, between 7:00 a.m. and 4:00 p.m. on regular school days.”

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.

INTRODUCED with public hearing on the 7th day of November, 2023 and finally PASSED, APPROVED AND ADOPTED on this the 21st day of November, 2023.

THE CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

NOTE: This application is a public record.

Public service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

1. Personal information

Name:	Sam Strahan
Address:	[REDACTED]
ZIP code:	76904
Home/mobile phone:	[REDACTED]
Office/mobile phone:	[REDACTED]
Resident of San Angelo since: (year)	2022
City Council Single-member District in which you reside:	District 1
Registered San Angelo voter? (yes or no)	Yes
Occupation/business affiliation:	Real Estate Appraiser/Self
Occupation/business address:	6058 Winners Circle
Title/position:	Owner
Email:	[REDACTED]

2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

(o) Yes

3. Date

10/25/2023

4. Applying for:

(o) Airport Advisory Board

5. Recommended by:

(Name): Jeremy Valgardson

6. Based on your board selection, do you meet the membership criteria outlined on the [PDF version of the application/Board Ordinance on our website?](#)

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

ASU Graduate 1991, State Certified Residential Real Estate Appraiser 2002-Present, Commercial Rated Pilot with Multiengine/Instrument Ratings, Member of AOPA, EAA, Commemorative Air Force (Rated in multiple CAF Aircraft, and NATA. Actually a Clinic Lead for the North American Trainer Association (NATA). Held my first NATA formation clinic at Mathis Field September 2023. Warbird Owner/Operator (North American AT-6 Texan since 2013). Past experience on Airport Boards- Past Member of the Lamesa Municipal Airport Board.

Current municipal and civic organization memberships (positions and dates):

New to San Angelo so not currently a member of civic organizations.

Previous municipal experience (positions, dates, where):

Lamesa Municipal Airport Board 1997-2001. Shortly thereafter Lamesa was named TXDot Airport of the year.

What personal qualifications can you bring to the board?

Familiarity with airport operations, aircraft operations, construction, and development.

What is your personal vision for the City?

To Thrive Quietly and Grow Slow but steady. I lived in Midland for the last 22 years and have seen first hand what it can look like when a city grows very fast.

Why do you want to serve on this board?

To help advise the city and promote aviation. I bring 30+ years of aviation experience to the table. Also my son is enrolled in the ASU Commercial Aviation Program ,and I want to see that program succeed. I want to see Mathis Field serve San Angelo the best way it can.

Is there anything else you would like to share about yourself?

I am a team player and problem solver. Aviation is my passion. I've flown over 50 different types of aircraft.

I have served on Airport Boards, Aviation Museum Boards, and Flight Evaluation Boards for Flying Museums.

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's Office at [325-657-4405](tel:325-657-4405).

Thank you,
City of San Angelo, TX

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