



City Council Agenda 5/7/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held May 7, 2024 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 May 15, 2024 as National Trauma Survivors Day
- b. Proclamation of May 2024 as Motorcycle Safety Awareness Month
- c. Proclamation of May 2024 as Historic Preservation Month

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 April 16, 2024, Joint Meeting with the Planning Commission and April 16, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Consider the sale of +/- 0.33 acres of land of Lot 9D, Block 2, Section 9A, Red Arroyo Hills Addition to DNL Properties for the appraised value of \$19,146 and authorizing the City Manager to negotiate and execute all related documents (Sarah Tackett-Torres)
- c. Consider accepting a .048 acre utility easement for a sewer wastewater pipeline out of William Etzel Survey No. 167, Abstract No. 157 and authorizing the City Manager to negotiate and execute all related documents (Sarah Tackett-Torres, Zeferino Mendoza)
- d. Consider approving the release of reversionary interest in property located at the San Angelo Regional Airport being 4.720 acres of land out of a certain 122.360 tract out of the W. Spornhaun Survey No. 644, Abstract 1881 and authorizing the City Manager to negotiate and execute all documents (Sarah Tackett-Torres, Jeremy Valgardson)
- e. Consider approving RFB FC-01-24 Rebid to Accurate Air Solutions LLC in the amount of \$118,430 for HVAC unit replacement at the Chase State Office Building and authorizing the City Manager to negotiate and execute all related documents (Bob Bluthardt)
- f. Consider approving the purchase of water meters from Core and Main, Inc. in the amount of \$1,616,600 budgeted for purchase in fiscal year 2024 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- g. A resolution of the City of San Angelo City Council amending the schedule of fees and charges related to parks and recreation fees for the addition of Bosque fees and removal of Nature Center fees (Tina Dierschke)

- h. Second reading on an ordinance amending Chapter 12 "Planning & Development," Exhibit A "Zoning Ordinance," Article 3 "Use Regulations," Section 313 "Use Table," regarding item (i) below revisions requiring that Short-Term Rental establishments obtain a conditional use only in specified zoning districts (Aaron Vannoy)
- i. Second reading on an ordinance amending Chapter 12 "Planning & Development," Exhibit A "Zoning Ordinance," Article 4 "Specific Use Standards," Section 406 "Bed and Breakfast Establishments and Short-Term Rentals," regarding approval, renewal and revocation of conditional uses authorizing Bed and Breakfast and Short-Term Rental establishments, as well as revising distance limitations with respect to Short-Term Rentals (Aaron Vannoy)
- j. Second reading of an ordinance for PD97-07, a request to amend the Planned Development zoning district to allow underlying General Commercial, Heavy Commercial, and Light Manufacturing zoning districts to conform to the Airport 2020 Master Plan (Aaron Vannoy)
- k. Second reading of an ordinance for PD20-02, a request to amend the Planned Development zoning district to allow High Rise Multifamily zoning for a 3-story affordable senior living facility located at 3824 Green Meadow Dr. (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 accepting the City's fiscal year 2023 Annual Comprehensive Financial Report and Single Audit (Presentation made by Armstrong, Backus & Company, LLC Partner Gayla Thornton)
- b. Consider a request for an appeal of the Planning Commission's approval of Conditional Use CU24-03 for a Short-Term Rental located at 2246 Joy Road (Presentation made by Planning & Development Services Director Aaron Vannoy)

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:

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations:
Planning Commission: Brittany Davis (Mayor) to a second term ending January 2026
Public Housing Authority: Becky Fraser and Monette Molinar to a fourth term, and Troyce Wilcox to a sixth term, all ending April 2026
- 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 2nd day of May 2024, at 10:06 a.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 adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations Regarding Real Property), 551.073 (Deliberations Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits), 551.087 (Deliberations Regarding Economic Development Negotiations), and 551.089 (Deliberations Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

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

Trauma survivors demonstrate unwavering courage, resilience, and perseverance in the face of adversity, inspiring us all with their strength and determination.

Their journeys of recovery serve as powerful reminders of the human spirit's capacity to endure and overcome even the most challenging circumstances. The support and compassion shown to trauma survivors by their families, friends, healthcare providers, and communities play a crucial role in their healing process, by fostering hope and renewal.

Through recognizing the importance of raising awareness regarding the physical, emotional, and psychological impact of trauma. The need for continued research, education, and advocacy is emphasized, while improving trauma care and support services.

On this day, we honor the resilience of trauma survivors and express our profound gratitude to all those who contribute to their recovery and well-being.

Now, Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, on behalf of the City Council, do hereby proclaim May 15th, 2024, as

NATIONAL TRAUMA SURVIVORS DAY

and call upon all citizens, organizations, and communities to join in honoring the strength of trauma survivors, and to promote awareness, understanding, and support for those affected by trauma.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of San Angelo to be affixed this 7th day of May 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Poderosas MC, as members of the Texas Confederation of Clubs and Independent Riders, in collaboration and support of the National Safety Council, TXDOT, and local Motorcycle enthusiasts, would like to remind all road users that the month of May marks a National recognition of Motorcycle Safety Awareness Month.

Motorists are reminded of the frequency of higher seasonal returns of motorcycle enthusiasts to Texas roadways during this month.

Due to their smaller size, motorcycles may easily be overlooked in regular traffic flow. Motorists are encouraged to always be aware of motorcycles on all roadways, when approaching intersections, when performing lane changes, as well as whenever motorists near or pass other vehicles, including motorcycles.

Motorcyclists are encouraged to operate their motorcycles in a defensive manner and within the rules of the road. Motorcyclists ask that as motorists drive, they take a few extra seconds to Look Twice for Motorcycles, both during Motorcycle Safety Awareness Month and throughout the year to promote overall safety.

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

MOTORCYCLE SAFETY AWARENESS MONTH

in San Angelo, Texas, and encourage everyone to share the road safely.

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 May 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Downtown San Angelo, Inc. recognizes the significance of our city's rich history and the importance of preserving our cherished historic sites, buildings, and landmarks.

May is nationally recognized as Historic Preservation Month, a time dedicated to celebrating and raising awareness about the value of preserving our cultural heritage for present and future generations.

Historic Preservation Month serves as an opportunity to honor the efforts of individuals, organizations, and communities who work tirelessly to safeguard the tangible reminders of our past, which fosters a deeper appreciation for our collective history.

Downtown San Angelo, Inc. acknowledges that historic preservation contributes to the economic vitality, cultural identity, and sense of place within our community, by attracting visitors, promoting civic pride, and enhancing property values.

By preserving our historic resources, we ensure that the stories of those who came before us are not lost, but rather serve as a source of inspiration, education, and connection for future generations.

Downtown San Angelo, Inc. recognizes the importance of collaborative efforts among government agencies, nonprofit organizations, businesses, and citizens to protect and promote our historic assets.

We urge our community members to engage in activities such as heritage tours, preservation workshops, and volunteer opportunities to actively participate in the preservation of our built environment.

Let us reaffirm our commitment to preserving the unique character and heritage of Downtown San Angelo, ensuring that it remains a vibrant and thriving place for generations to come.

Now, therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim the month of May as

HISTORIC PRESERVATION MONTH

and encourage all residents to join us in celebrating the diverse history of our city and the enduring legacy of its historic places.

In witness whereof, I have hereunto set my hand and caused the seal of Official Seal of the City of San Angelo, to be affixed this 7th day of May 2024.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Special Joint City Council/Planning Commission Meeting
Tuesday, April 16, 2024

City Council Members 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
Council Member Karen Hesse Smith, SMD 5

Planning Commission Present:

Chair Travis Stribling, SMD 5 Representative
Brittany Davis, Mayoral Representative
Joe Self, SMD 2 Representative
Kandi Pool, SMD 3 Representative
Michelle Miller, SMD 6 Representative

1. Call to Order – City Council

With a quorum of the City Council members present, Mayor Gunter called the special session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, April 16, 2024, at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Call to Order – Planning Commission

With a quorum of the Planning Commission members present, Travis Stribling called the special session of the Planning Commission to order at 8:30 a.m. on Tuesday, April 16, 2024, at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

3. Joint Meeting Agenda

- a. Discussion and possible action on an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 4 “Specific Use Standards,” Section 406 “Bed and Breakfast Establishments and Short-Term Rentals,” regarding approval, renewal and revocation of conditional uses authorizing Bed and Breakfast and Short-Term Rental establishments, as well as revising distance limitations with respect to Short-Term Rentals:

1. Planning Commission: Consideration of a recommendation on proposed ordinance amendments to Section 406

2. City Council: First reading and public hearing of an ordinance amending Section 406 (Presentation made by Planning & Development Services Director Aaron Vannoy)

Citizens Jesse McMillan (SMD 3), Jerry Lancaster (SMD 1), Tim White (SMD 1), Steve Hammer (SMD1) and Jamal Schumpert (SMD 4) expressed concerns over STR regulations and requirements.

[Commissioner Miller left the meeting prior to the Planning Commissions vote on considered items.]

Motion: Commissioner Pool made a motion, seconded by Commissioner Davis, to approve the item with an amendment to change the next renewal date of a Conditional Use approved prior to adoption of this amended ordinance to be in June 2025. The motion carried (4) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Hesse Smith, to approve the item with the Planning Commissions recommendation to change the next renewal date of a Conditional Use approved prior to adoption of this amended ordinance to be in June 2025. The motion carried unanimously (6) ayes to (0) nays.

- b. Discussion and possible action on an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 3 “Use Regulations,” Section 313 “Use

Table,” regarding item (a) above revisions requiring that Short-Term Rental establishments obtain a conditional use only in specified zoning districts:

1. Planning Commission: Consideration of a recommendation on proposed ordinance amendments to Section 313

2. City Council: First reading and public hearing of an ordinance amending Section 313 (Presentation made by Planning & Development Services Director Aaron Vannoy)

Motion: Commissioner Pool made a motion, seconded by Commissioner Self, to approve the item as presented. The motion carried (4) ayes to (0) nays.

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Thompson, to approve the item as presented. The motion carried unanimously (6) ayes to (0) nays.

4. Follow Up and Administrative Issues

a. Announcements and consideration of Future Agenda Items:

City Attorney Theresa James informed citizens that the second reading of the ordinance considered will take place at the next City Council meeting scheduled for May 7, 2024 with an opportunity for additional public comment.

5. Adjournment – Planning Commission

Consensus: There being no further business, the Planning Commission adjourned at 10:13 a.m.

6. Adjournment – City Council

Consensus: There being no further business, the City Council adjourned at 10:13 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 on Council meetings may be obtained from the City Clerk’s Office, or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, April 16, 2024

Present:

Mayor Brenda Gunter
Pro tem Lucy Gonzales, SMD 4
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Karen Hesse Smith, SMD 5

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 10:29 a.m. on Tuesday, April 16, 2024 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided, and pledges were led, by San Angelo Police Department Chaplain Ralph Dawkins.

3. Proclamations/Recognitions

April 30, 2024 was proclaimed as Beta Sigma Phi Day.

May 7, 2024 was proclaimed as San Angelo Gives Day.

4. Public Comment

County resident Jackie Chesnutt spoke about document retention, women's rights, and various code violations around the City.

Chamber of Commerce Economic Development VP Michael Looney thanked the City for its role in the upcoming Amazon Logistics RSR project.

Council Member Tom Thompson invited citizens to attend the Ford Tri-Motor Tour April 18-21, 2024 at the Mathis Field Airport.

5. Consent Agenda

- a. Approval of the April 2, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Approval of Change Order #2 with Soil Express, Inc. which expires May 2026, and will increase the "not to exceed" amount to \$125,000, for the purchase and installation of engineered wood fiber material used for playground fall-zone safety surfaces in parks throughout San Angelo for the next two fiscal years, and authorizing the City Manager to negotiate and execute all related documents (Roger Havlak)
- c. ~~Consider approving HGAC buying cooperative contract 20-00808 for the purchase of water meters from Core and Main, Inc. in the amount of \$1,616,600 budgeted for purchase in fiscal year 2024 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)~~

Item removed from the agenda; no action taken.

- d. Award of RFB OP-02-24 to Performance Health Supply, LLC for the purchase of Buoys for use at Lake Nasworthy in the amount of \$88,682 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- e. Authorization of the City to apply for Grants during the 2024 Application Period offered by the Texas Water Development Board Flood Infrastructure Fund Grant Program and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- f. Approval of a one-year contract with one option to extend with Gilbert Consulting Services, LLC. in the amount of \$3000 per month and authorizing the City Manager to negotiate and execute all related documents (Sylvia Guadarrama)
- g. Approval of an agreement with the Southern Drag Boat Association (SDBA) for the annual Drag Boat Races at Lake Nasworthy and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- h. Ratification of COSADC's resolution authorizing the Board President to negotiate and execute a Memorandum of Understanding between the City of San Angelo and the San Angelo Area Foundation in an amount not to exceed \$150,000 for partial funding of parks and park facilities (splash pad), including land, buildings, equipment, facilities, and improvements, a project authorized under Section 505.152 of the Texas Development Corporation Act (Michael Dane)
- i. Adoption of a resolution suspending for 45 days the effective date proposed by Atmos Energy-Mid-Texas Division (Atmos-MidTex) in its application filed on or about February 23, 2024, pursuant to section 104.301 of the Gas Utility Regulatory Act (Theresa James) (Pg. 93, 2024-026)

[Mayor Gunter announced item 5c will not be considered at this time.]

Citizen Steve Hampton (SMD 6) requested item 5. be removed from the consent agenda for clarification.

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve the Consent Agenda with exception to items 5c and 5f. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Thompson made a motion, seconded by Council Member Hiebert, to approve item 5f as presented by City Manager Daniel Valenzuela. The motion carried unanimously (6) ayes to (0) nays, with no public comment.

6. Regular Agenda

- a. Adoption of a resolution authorizing the use of City property at Rio Concho Park for a local citizens' committee, in collaboration with the San Angelo Area Foundation, to implement a World War II memorial and interpretive area (Presentation made by Parks & Recreation Director Carl White) (Pg. 95, 2024-027)

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

- b. Consider the following items pertaining to the Animal Shelter Advisory Committee:
1. First reading and public hearing of an ordinance amending Article 2.07 Boards, Committees, and Commissions; Division 13. Animal Shelter Advisory Committee of the Code

of Ordinances; and

2. Consideration of the Animal Shelter Advisory Committee (ASAC) revised bylaws
(Presentation by Neighborhood & Family Services Assistant Director Morgan Chegwidan)

Item removed from the agenda; no action taken.

- c. First reading and public hearing of an ordinance approving Standards of Care for Recreation Summer Camp held at Recreation Centers for ages 5 through 13 (Presentation made by Recreation Manager Aaron Kentner)

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

- d. First reading and public hearing of an ordinance for PD97-07, a request to amend the Planned Development zoning district to allow underlying General Commercial, Heavy Commercial, and Light Manufacturing zoning districts to conform to the Airport 2020 Master Plan (Presentation made by Planning & Development Services Director Aaron Vannoy)

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

- e. First reading and public hearing of an ordinance for PD20-02, a request to amend the Planned Development zoning district to allow High Rise Multifamily zoning for a 3-story affordable senior living facility located at 3824 Green Meadow Dr. (Presentation made by Planning & Development Services Director Aaron Vannoy)

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

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 551.072 Deliberations about Real Property regarding:
 - 1. Lot 9D, Block 2, Section 9A, Red Arroyo Hills Addition
 - 2. All of Block 1, .98 Acres ES Kirby, 9.622 Acres out of Abstract 0111, Survey 0320 and 1.22 Acres out of Abstract 0111, Survey 0320
 - 3. 7 Acres out of Abstract 1854, Survey 0326

8. Follow Up and Administrative Issues

- a. Consideration of items discussed in Closed Session, if needed

No action taken on this item.

- b. Announcements and consideration of Future Agenda Items

No action taken on this item.

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to adjourn the meeting. The motion carried unanimously (6) ayes to (0) nays, with no public comment.

There being no further business, the meeting adjourned by consensus at 12:20 p.m.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

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: May 7, 2024

Item type: Consent Item

Caption:

Consider the sale of +/- 0.33 acres of land of Lot 9D, Block 2, Section 9A, Red Arroyo Hills Addition to DNL Properties for the appraised value of \$19,146 and authorizing the City Manager to negotiate and execute all related documents (Sarah Tackett-Torres)

Staff Recommendation:

Approve

Summary/History:

This +/- 0.33 Acres is out of the 17.581 acre tract in the Red Arroyo Hills Addition. The +/- .33 acres will be part of a re-plat to 2545 Southwest Blvd. DNL Properties is proposing a pickleball themed restaurant, to include indoor and outdoor courts. COSA will retain an access easement to the remaining tract.

Funding Source(s):

Financial Impact:

\$19,146.00

Other Information/Recommendation:

Staff recommends approval of the sale of this tract of land.

Attachments:

1. Consent Item - Red Arroyo Hills Addition Consent Item - Red Arroyo Hills Addition.docx

Presentation:

Sarah Tackett-Torres

Approvals/Reviews:

Sarah Tackett-Torres
Sarah Tackett-Torres
Theresa James
Tina Dierschke

Created/Initiated
Approved
Approved
Approved

Theresa James
Heather Stastny

Approved
Final Approval



Area in blue triangle is the +/- .33 Acres; red dot is 2545 Southwest Blvd.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 7, 2024

Item type: Consent Item

Caption:

Consider accepting a .048 acre utility easement for a sewer wastewater pipeline out of William Etzel Survey No. 167, Abstract No. 157 and authorizing the City Manager to negotiate and execute all related documents (Sarah Tackett-Torres, Zeferino Mendoza)

Staff Recommendation:

Approve

Summary/History:

Easement is needed for the Lake Nasworthy Sewer Project. City Staff recommends approval of this utility easement.

Funding Source(s):

Financial Impact:

n/a

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | City of San Angelo Fish Hatchery Wastewater
COSA- TPWD UTILITY EASEMENT | City of San Angelo Fish Hatchery Wastewater COSA-
TPWD UTILITY EASEMENT.docx |
|----|--|---|

Presentation:

Sarah Tackett-Torres

Approvals/Reviews:

Sarah Tackett-Torres
Sarah Tackett-Torres
Zeferino Mendoza
Shane Kelton

Created/Initiated
Approved
Approved
Approved

Theresa James
Heather Stastny

Approved
Final Approval

**UTILITY EASEMENT
ON
TEXAS PARKS AND WILDLIFE DEPARTMENT LAND**

Utility Easement No. _____

STATE OF TEXAS §
COUNTY OF TOM GREEN §

KNOW BY THESE PRESENTS:

This easement (Agreement) is granted under the authority of Section 13.009, TEXAS PARKS AND WILDLIFE CODE, and all other applicable statutes and rules, as the same may be amended from time to time and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PREMISES

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 TEXAS PARKS AND WILDLIFE DEPARTMENT, whose address is 4200 Smith School Road, Austin, Texas, 78744 (Grantor or Department), hereby grants to the CITY OF SAN ANGELO, whose address is 301 West Beauregard Avenue, San Angelo, Texas 76903, telephone (325) 657-4209 (Grantee), a non-exclusive easement for the construction, installation and/or maintenance of a sanitary sewer wastewater pipeline to serve the Grantee ("Improvements").

1.02. The Easement is situated in a 0.048 acre tract of land out of William Etzel Survey No. 167, Abstract No. 157, Tom Green County, Texas and being out of a 52.39-acre tract of land described in a Release of Reverter and Quit Claim Deed dated December 15, 2004, recorded in Volume 1179, Page 764, Official Public Records, Tom Green County, Texas, and being more particularly described by metes and bounds as follows in Exhibit B ("Premises").

1.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. 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. GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THE EASEMENT GRANTED HEREIN IS FREE OF LIENS, ENCUMBRANCES, AND/OR PRIOR RIGHTS. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT, OR OTHER ASSERTION OF GRANTOR, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF GRANTOR, WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS

ADVISED TO EXAMINE ALL LAND TITLE RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION 1.03 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

ARTICLE II. TERM

This Agreement is for TEN (10) years beginning with the date of last signature hereto and may be extended for two additional periods, each not to exceed 10 years, upon the written agreement of both parties at the time of renewal. If the parties fail to renew this Agreement within 90 days after the expiration of this Agreement, all rights and privileges and all Improvements made upon the Premises, shall revert to, and become the property of Grantor.

ARTICLE III. USE

3.01. Subject to the terms and conditions of this Easement, Grantee and Grantee's officers, representatives, employees, agents, contractors, and subcontractors shall have the right of ingress and egress, solely to construct, install, tie in, maintain, and/or repair approximately one hundred ten (110) linear feet of 36-inch fiber reinforced plastic pipe and associated infrastructure. Grantee shall not use the Premises for any other purpose without first obtaining the written consent of Grantor. Grantee shall not upgrade, add, or replace any of the Grantee's property without the written consent of Grantor, which consent will not be unreasonably delayed, conditioned, or withheld by Grantor. Any such upgrade, addition, or replacement that results in new damages to natural resources, cultural resources, or hatchery operations may result in additional damage fees and the prompt payment to the Department of such fees. The Department may require additional public safety measures including, but not limited to, site security during maintenance or construction, signage, and a posted 24-hour emergency response phone number.

3.02. Grantee shall obtain all necessary permits, licenses, and other authorizations required for the installation and maintenance of the equipment under this Agreement.

3.03. Grantor, its officers, representatives, employees, and agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection and for any other reasonable purpose necessary to protect Grantor's interests therein. Further, Grantor shall have the right to use any or all of the Premises for any purpose not inconsistent with this Agreement.

3.04. Grantee shall not use, or permit the use of, the Premises for any illegal purpose. Grantee shall comply, and cause its officers, employees, representatives, agents, contractors, subcontractors, and invitees to comply, with the provisions of this Agreement and all applicable laws, ordinances, rules and regulations of authorities with jurisdiction over Grantee's activities or use of the Premises.

3.05. Grantee shall not assign or sublease the Premises, or the rights granted herein, in whole or in part, to any third party for any purpose without the prior written consent of Grantor.

3.06. Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which may be levied on or against the Premises or the Improvements on account of

Grantee's use of the Premises. Grantee shall pay such taxes, charges and assessments prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof.

3.07. Grantee agrees to and shall protect and hold 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 proceedings to enforce payment thereof. Grantee shall have the right, in good faith, at its sole cost and expense, to contest any such taxes, charges or assessments.

ARTICLE IV. OPERATION

4.01. Subject to the terms and conditions set forth below, Grantee shall have the right to use the Premises for the installation of a sanitary sewer wastewater pipeline to serve the Grantee in accordance with the terms and conditions of this Agreement.

4.02. In accomplishing any installation, construction, maintenance, repair, or operation of the Improvements, Grantee agrees to comply with the terms and conditions set forth and with the following special conditions:

- a. Grantee shall operate, maintain, and repair the facility in a manner that results in the least possible disturbance to soils, vegetation, and surrounding property, provided however, Grantor may grant a waiver of this requirement if deemed in the best interest of the State;
- b. Grantee shall limit clearing of natural vegetation to only that which poses a hazard or hindrance to public safety or operation of the facility;
- c. Grantee shall not use herbicides or other biocides on the Premises.
- d. Grantee shall dispose of brush and other materials cleared from the Premises by methods pre-approved by the Hatchery Superintendent. In no instance shall such materials be burned;
- e. Grantee shall exercise reasonable care in the operation, maintenance, and repair of the facility so as to cause the least possible amount of disturbance to natural features or to constructed features;
- f. Grantee shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, land, and water in and around the Premises and comply with all applicable rules and regulations of the State of Texas, including, without limitation, the Texas Parks & Wildlife Department and other authorities with jurisdiction over the Premises for the protection and preservation of public lands and waters;
- g. Grantee shall correct or repair damages resulting from activities authorized hereunder in a manner satisfactory to the Grantor or its designated representative;
- h. Grantee shall repair or replace, within a reasonable period of time, any fence, bridge, building, or other structure, other than Grantee's own structures, damaged or destroyed by

Grantee's activities on the Premises, and to remove any equipment, structures, vehicles, or other materials not in use or continually serving as functional components of the facility; and

i. Grantee shall specifically comply with all applicable federal, state, and local statutes, rules, and regulations, and generally accepted industry practices and standards presently in force and as amended, superseded, or replaced in the future.

j. Grantee is required to maintain and provide Grantor with an "as built" survey of the Improvements within 180 days of any installation, construction, maintenance, or repair to the Improvements which results in a material relocation of any component of the Improvements. This document shall include spatial coordinates which document that all components of the Improvements lie within the Premises.

4.03. Grantee shall notify any contractor performing work or services related to this Agreement of all general and special conditions applicable to such work or services and shall provide Grantor with a copy of such notice. Further, Grantee shall be liable for any action of such contractor or its subcontractor which is inconsistent with the provisions of this Agreement.

4.04. Grantee shall provide written notice to Grantor of planned installation, construction, maintenance, or repairs at least 48 hours in advance of the initiation of such activity so that Grantor may adjust its own operation or public activities on or near the Premises. Work performed under emergency conditions will be reported by Grantee to Grantor as soon as possible following the response to the emergency.

4.05. To the extent permitted by law, Grantee shall be fully liable and responsible for any damage to the Premises, the Improvements, or any other property of any nature, arising or resulting from its use of the Premises, its own acts or omissions, or those of its officers, representatives, employees, agents, contractors, subcontractors and invitees, related to the exercise of the rights granted herein. Grantee agrees to repair or replace, as required, such damage to land or Improvements to the satisfaction of Grantor, or, at Grantor's option, to compensate Grantor for a reasonable amount for such damage. Such funds are designated by the Grantor for construction and repairs, land acquisition, or purchase of specific capital items. In the event of an incident that results in pollution of the Premises and/or the adjacent property of Grantor or others, Grantee shall use all reasonable measures available to recapture any pollutants which have escaped or may escape and shall report the incident to Grantor immediately. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE V. INDEMNITY

TO THE 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. TO THE EXTENT PERMITTED BY LAW, 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 VI. DEFAULT AND TERMINATION

6.01. In the event Grantee is in breach of any term or condition hereof, Grantor shall have the right, at its option and its sole discretion, to terminate this Agreement and all rights inuring to Grantee herein by sending written notice of such termination to Grantee as provided in Article IX below. This Agreement shall terminate upon the expiration of thirty (30) days following such notice and all rights granted herein to Grantee shall revert to Grantor; provided, however, that should Grantee pay or tender any such delinquent payment or cure any default within the time period above, this Agreement shall not terminate and shall continue in full force and effect. Any such termination shall not prejudice the rights of Grantor to collect any payments due or to seek recovery on any claim arising hereunder.

6.02. In addition to the foregoing, each of the following acts by Grantee shall constitute an event of default hereunder:

- a. Abandonment or vacating of the Improvements or Premises or any significant part thereof.
- b. Bankruptcy, insolvency, or other such act resulting in appointment of a receiver, liquidator, custodian, or other fiduciary charged with liquidating or winding-up of Grantee's affairs.
- c. Refusal to timely perform or fulfill any covenant, duty, or obligation hereunder within thirty (30) days following written notice or demand from Grantor to do so. Such notice or demand shall be given by certified mail as provided in Section 9.02 below.
- d. Material noncompliance with the Agreement after notice and opportunity to cure as provided in sec. 6.01.

6.03. Except as otherwise provided in subsection 6.04, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, remove all personal

property 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 conducted in accordance with Texas Parks and Wildlife Department 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. Grantee shall notify the Department at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present.

6.04. The Department may waive the removal/restoration requirements in subsection 6.03 if, in the Department's sole opinion and discretion, such waiver is in the best interest of the State. No such waiver is effective unless such waiver is in writing and may be conditioned upon factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing improvement(s), and other factors considered to be in the best interest of the Department.

ARTICLE VII. HOLDOVER

7.01. If Grantee holds over and continues in possession of the Premises after expiration or earlier termination of this Agreement, Grantee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement, except that as liquidated damages by reason of such holding over, Grantee shall be required to pay Grantor holdover consideration in the amount of two hundred dollars (\$200) per month during such holdover period. Grantee acknowledges that in the event it holds over, Grantor's actual damages will be difficult, if not impossible, to ascertain, and the liquidated damages herein agreed to be paid are reasonable in amount and are payable in lieu of actual damages and are not a penalty. Grantee further acknowledges that acceptance of holdover consideration does not imply Grantor consent to holdover.

7.02. The tenancy from month-to-month described in Section 7.01 of this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

7.03. The consideration due after notice of termination has been given is to be calculated according to Section 7.01 hereinabove on a pro rata basis. If upon notice of termination by the Grantor, Grantee pays consideration in excess of the amount due and payable and the Grantor accepts such payment, the acceptance of such payment will not operate as a waiver by the Grantor of the notice of termination unless such waiver is in writing and signed by the Grantor. Any such excess amounts paid by Grantee and accepted by the Grantor shall be promptly refunded by the Grantor after deducting any amounts owed to the Grantor.

ARTICLE VIII. RESERVATIONS

To the extent not previously conveyed, Grantor reserves to itself all rights to all minerals, ores and metals of any kind and character found at the surface and in, on or under the Premises and to all geothermal resources.

ARTICLE IX. NOTICE

9.01. Each party shall keep the other informed of its current address and telephone number. The initial contact information for notice is as follows:

GRANTOR:

Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Land Conservation Program Director
Jason Estrella, (512) 389-4520

GRANTEE:

City of San Angelo
301 West Beauregard Ave.
San Angelo, Texas 76903

City Manager
Daniel Valenzuela, (325) 657-4241

9.02. Any notice which may or shall be given hereunder shall be in writing and shall be sent by U.S. mail, postage prepaid, registered or certified, with return receipt requested, to the respective addresses stated above or as changed by a party from time to time by the giving of notice to the other.

9.03. No change of address of either party shall be binding on the other until notice of such change is given as provided herein. A post office receipt for such notice or a signed return receipt shall be conclusive that such notice was delivered in due course if mailed as provided above. Any notice mailed in the above manner shall be deemed completed upon the earlier to occur of (1) actual receipt, as indicated on a signed return receipt or (2) three days after posting such notice as provided above.

ARTICLE X. MISCELLANEOUS PROVISIONS

10.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers. 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 to the extent reasonable and practicable.

10.02. 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). The words "hereof,"

“herein,” “hereunder,” “hereinafter” refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

10.03. Neither acceptance of consideration (or any portion thereof) or any other sums payable by Grantee hereunder (or any portion thereof) to the Grantor nor failure by Grantor to complain of any action, non-action or default of Grantee shall constitute a waiver as to any breach of any covenant or condition of Grantee contained herein nor a waiver of any of the Grantor’s 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 the Grantor hereunder or covenant, duty or obligation of Grantee hereunder shall be deemed waived by the Grantor unless such waiver be in writing, signed by a duly authorized representative of the Grantor.

10.04. 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 Grantor or make the Grantor liable for the debts of Grantee.

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

10.06. Under no circumstances whatsoever shall the parties ever be liable hereunder for consequential damages or special damages. The terms of this Agreement shall only be binding on Grantor during the period of its ownership of the Premises and in the event of the transfer of such ownership interest, Grantor shall thereupon be released and discharged from all covenants and obligations under this Agreement incurred after the date of ownership transfer.

10.07. 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 San Angelo~~Austin~~, Tom Green~~Travis~~ County, Texas.

10.08. The obligation of Grantee to pay all consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantor 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.

ARTICLE XI. INFORMATIONAL REQUIREMENTS

11.01. The parties shall provide each other written notice of any change in name, address, corporate structure, legal status, or any other information relevant to this Agreement.

11.02. Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within fifteen (15) days following such request or such other time period approved by the Grantor (such approval not to be unreasonably withheld).

ARTICLE XII. ENTIRE AGREEMENT

12.01. This Agreement, including exhibits, constitutes the entire agreement between Grantor and Grantee and no prior written or prior contemporaneous oral promises or representations shall be binding.

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

12.03. This Agreement shall not be amended, changes, altered, or extended except by written instrument signed by all parties hereto.

12.04. Within thirty (30) days following execution of this Agreement, Grantee shall record the Agreement or a memorandum thereof in the real property records of Tom Green County and provide a certified copy of the recorded instrument to Grantor. Should Grantee fail to do so, Grantor may cause the Easement to be recorded, at Grantee's expense, and to have the cost thereof reimbursed upon advising Grantee of such cost.

12.05. Upon expiration or earlier termination of this Agreement, Grantee agrees to execute documents, in recordable form, reasonably required by Grantor to evidence expiration or termination of this Agreement. GRANTEE'S OBLIGATION TO EXECUTE SUCH DOCUMENTS SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

THIS SPACE INTENTIONALLY LEFT BLANK

TEXAS PARKS AND WILDLIFE DEPARTMENT (GRANTOR)

by: _____
David Yoskowitz, Ph.D.
Executive Director
Texas Parks and Wildlife Department

Date

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This Agreement was acknowledged before me on the ____ day of _____ 2024, by David Yoskowitz, Ph.D., of Texas Parks and Wildlife Department, on behalf of said agency of the State of Texas.

Notary Public
State of Texas

CITY OF SAN ANGELO (GRANTEE)

by: _____
Daniel Valenzuela, City Manager

Date

STATE OF TEXAS §

§

COUNTY OF TOM GREEN §

This Agreement was acknowledged before me on the _____ day of _____ 2024, by
Daniel Valenzuela, on behalf of the City of San Angelo.

Notary Public
State of Texas

DRAFT

EXHIBIT A PREMISES MAP



EXHIBIT B
LEGAL DESCRIPTION AND SURVEY

FIELD NOTES

0.048 ACRES

PERMANENT WATER AND WASTEWATER EASEMENT

Being a 0.048 acre tract of land out of William Etzel Survey No. 167, Abstract No. 157, Tom Green County, Texas and being out of a 52.39-acre tract of land described in a Release of Reverter and Quit Claim Deed dated December 15, 2004, recorded in Volume 1179, Page 764, Official Public Records, Tom Green County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a Point, with grid coordinates of N: 10482874.142, E: 2266826.014, in the southwest line of South Chadbourne Street (formerly U.S. Highway 87), in the northeast line of said 52.39-acre tract, for the northeast corner of this herein described tract of land;

Thence South 34°16'01" East, a distance of 27.81 feet to a Point, in the southwest line of said South Chadbourne Street, at the northeast corner of said 52.39-acre tract, at the northwest corner of a tract of land owned by the City of San Angelo, also known as Metcalfe Ditch, for the southeast corner of this herein described tract of land;

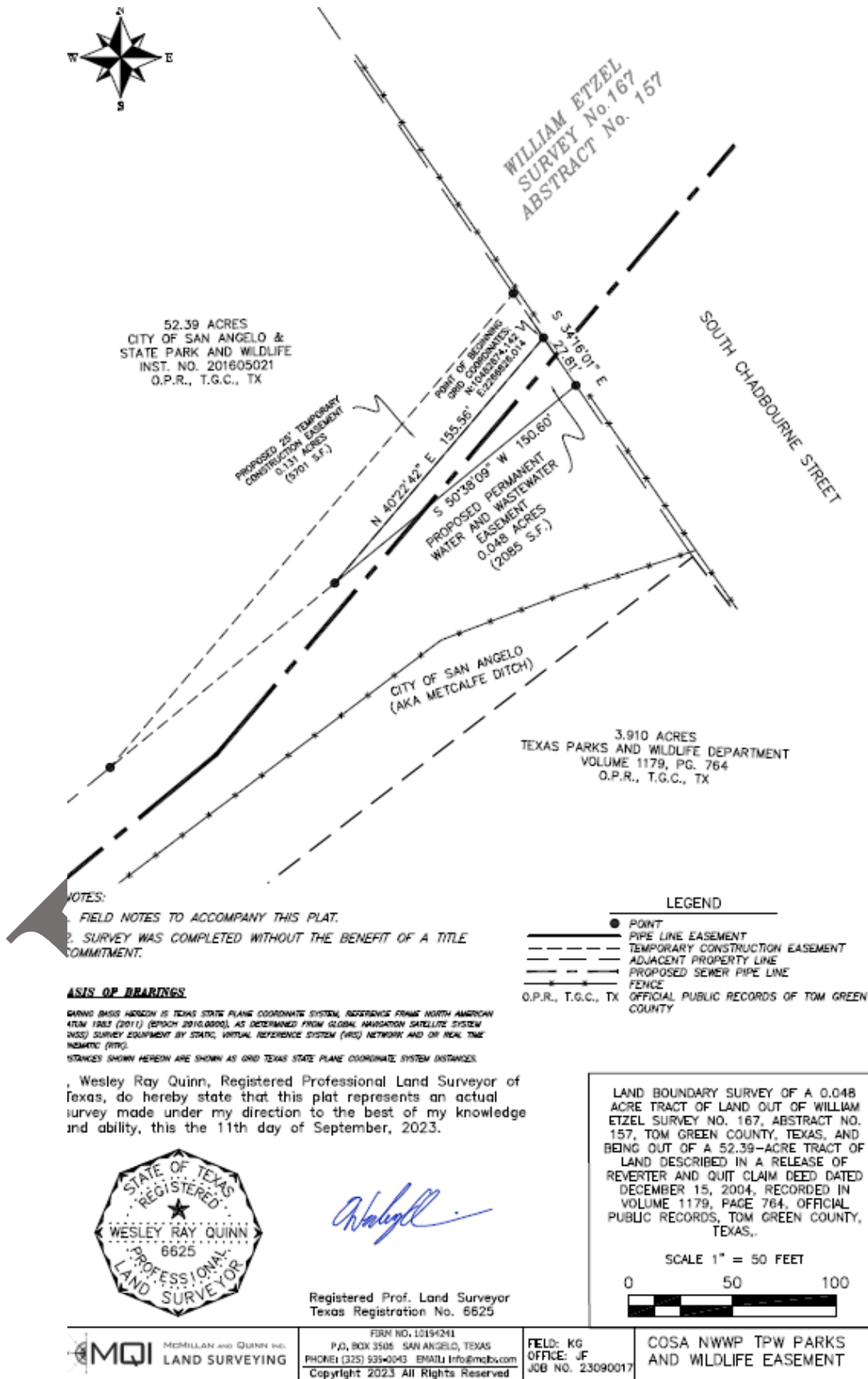
Thence North 40°22'42" East, a distance of 155.56 feet, upon and across said 52.39-acre tract, to the Point of Beginning, containing 0.048 acres of land more or less subject to all easements of record.

Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK). Distances shown hereon are grid Texas State Plane Coordinate System distances. Acres are surface.

I, Wesley Ray Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 11th day of September, 2023.



Registered Professional Land Surveyor
Texas Registration No. 6625



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 7, 2024

Item type: Consent Item

Caption:

Consider approving the release of reversionary interest in property located at the San Angelo Regional Airport being 4.720 acres of land out of a certain 122.360 tract out of the W. Spornhaun Survey No. 644, Abstract 1881 and authorizing the City Manager to negotiate and execute all documents (Sarah Tackett-Torres, Jeremy Valgardson)

Staff Recommendation:

Approve

Summary/History:

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Right of First Refusal Agreement_202305909 Right of First Refusal Agreement_202305909.pdf

Presentation:

Sarah Tackett-Torres

Approvals/Reviews:

Sarah Tackett-Torres
Sarah Tackett-Torres
Jeremy Valgardson
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Final Approval



Right of First Refusal Agreement

Date: May 10, 2023

Grantor: CONCHO LAKE ESTATES TRUST

Grantor's Address: P.O. Box 62582, San Angelo, Tom Green County, Texas 76906

Grantee: CITY OF SAN ANGELO, a Texas home rule municipal corporation

Grantee's Address: 72 W. College Ave., San Angelo, Tom Green County, Texas 76903

Property: Being 4.720 acre of land out of a certain 122.360 acre tract described in Instrument Number 202203047, Official Public Records of Tom Green County, Texas and said 4.720 acres of land being more particularly described by metes and bounds attached hereto as Exhibit "A".

Term: For a period of ten (10) years after the date of this instrument, Grantee shall have the right and option to purchase the said property, on the same terms as any written offer.

A. Grant

A.1. Grantor grants to Grantee a right of first refusal to acquire the Property.

A.2. During the Term, if Grantor receives an offer for the sale or other transfer of the Property or any portion thereof or interest therein for any form of consideration that Grantor wishes to accept, Grantor agrees to notify Grantee in writing before accepting the offer. The notice will state the identity of the proposed transferee and the complete terms of the proposed transfer. If the proposed consideration for the transfer is other than cash, the notice will also state the cash equivalent reasonably determined by the Grantor for the noncash consideration.

A.3. Grantee will have the right to purchase the Property on the terms set forth in Grantor's notice by giving written notice to Grantor within 60-days following the receipt of Grantor's notice. If Grantee affirmatively exercises such right, the Property will be transferred to Grantee, and Grantee will pay to Grantor the consideration on the terms set forth in the notice from Grantor.

A.4. If Grantee does not affirmatively exercise its right within the 60-day period, Grantor may transfer the Property to the party and on the terms described in Grantor's notice to Grantee within the 180-day period following the expiration of the 60-day period. If a transfer is not consummated within the 180-day period, Grantor may not transfer the Property without again complying with the provisions of this Agreement. If Grantor wishes to effect a transfer on terms that are less favorable to Grantor than those described in Grantor's notice, Grantor must repeat the process set forth in this Agreement by giving a new notice to Grantee setting forth the new

terms. If Grantor timely consummates a transfer, this Agreement will automatically terminate when the Property is conveyed to the party named in Grantor's notice to Grantee.

A.5. If an offer received by Grantor calls for delivery of a promissory note or other deferred payment obligation, the promissory note or other deferred payment obligation of Grantee will be deemed equivalent to those offered.

A.6. If any offer provides for noncash consideration, Grantee disputes Grantor's determination of the value of the noncash consideration set forth in Grantor's notice, and Grantor and Grantee cannot resolve the dispute within five business days after Grantee gives notice of the dispute to Grantor, the matter will be submitted to binding arbitration in San Angelo, Texas, under the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator, and the determination of such arbitrator shall be binding on both parties. The 60-day period for exercise of Grantee's rights will be tolled during the period the arbitration proceeding is pending.

A.7. The rights granted in this Agreement expire at the end of the Term.

B. Transfers by Gift, Devise, Descent, or Otherwise without Consideration

If the Property is transferred by gift, devise, descent, or another transaction that does not involve the payment of consideration in any form, the provisions of this Agreement will be fully binding on the person acquiring title to the Property in that transaction.

C. Recordation

Grantee may record this Agreement or a memorandum of this Agreement in the real property records of Tom Green County, Texas. Grantee will, on request, execute and record a release of this Agreement following its expiration or termination.

D. Assignment

Grantee may not assign its rights under this Agreement.

E. Notices

Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may be also given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

Executed on the date set forth below.

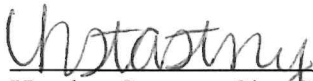
GRANTOR:
CONCHO LAKE ESTATES TRUST

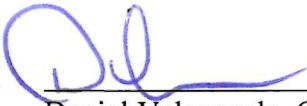


By: Blake Burchard, Trustee

GRANTEE:
CITY OF SAN ANGELO

ATTEST:


Heather Stastny, City Clerk

BY: 
Daniel Valenzuela, City Manager

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 11 day of May, 2023 by
BLAKE BURCHARD, TRUSTEE OF CONCHO LAKE ESTATES TRUST.



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 10th day of May, 2023, by
DANIEL VALENZUELA, City Manager, of the **CITY OF SAN ANGELO**, a Texas municipal
corporation, on behalf of said corporation by authority of its governing body.

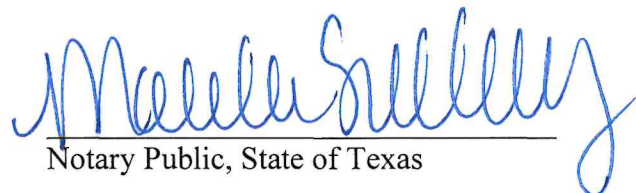
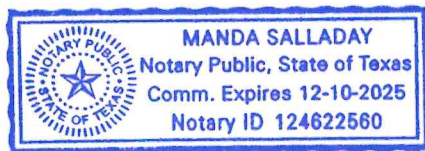

Notary Public, State of Texas

Exhibit "A"

FIELD NOTES

4.720 Acres

April 20, 2023
22-E-0014_4.720Ac

Being 4.720 acre of land out of a certain 122.360 acre tract described in Instrument Number 202203047, Official Public Records of Tom Green County, Texas and said 4.720 acres of land being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS found in the south line of South Concho Drive for the northeast corner of this tract and said certain 122.360 acre tract, and the northwest corner of a certain remainder of 84.771 acre tract described in Volume 473, Page 862, Official Public Records of Real Property of Tom Green County, Texas and having coordinates of **N:10459511.27, E:2251484.65** based on Texas State Plane Coordinate System NAD83, Central Zone;

Thence with the east line of this tract and a west line of said 84.771 acre tract **S. 09°05'14" W.** a distance of **374.92** feet to a 5/8" iron found for the southeast corner of this tract and the northeast corner of a certain remainder of 3.29 acre tract described and recorded in Volume 530, Page 112, Official Public Records of Real Property of Tom Green County, Texas;

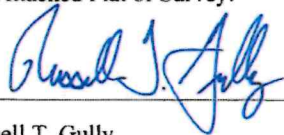
Thence with the south line of this tract and said 122.360 acre tract and north line of said 3.29 acre tract **N. 77°23'09" W.** a distance of **474.03** feet to a ½" iron rod with cap marked "SKG ENGINEERS found for the southwest corner of this tract;

Thence with the west line of this tract and crossing said remainder of 122.360 acre tract **N. 21°04'23" E.** a distance of **597.96** feet to a 4" fence corner post sound in the south line of said South Concho Drive;

Thence with the north line of this tract and said 122.360 acre tract and south line of said South Concho Drive **S. 46°29'11" E.** a distance of **423.05** feet to the place of beginning and containing **4.720** acres of land.

Bearings recited hereon are based on Texas Coordinate System NAD83 – Texas Central Zone by GPS observation.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Christina Ubando

Christina Ubando County Clerk
Tom Green County, Texas
05/12/2023 03:36 PM
Fee: \$38.00
202305909 0P

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Bluthardt, Fort Concho Manager, Fort Concho

Meeting Date: May 7, 2024

Item type: Consent Item

Caption:

Consider approving RFB FC-01-24 Rebid to Accurate Air Solutions LLC in the amount of \$118,430 for HVAC unit replacement at the Chase State Office Building and authorizing the City Manager to negotiate and execute all related documents (Bob Bluthardt)

Staff Recommendation:

Approve

Summary/History:

Council accepted staff recommendation to reject all bids at the 2-20-24 meeting and rebid the project with more detailed specifications. Five bids were received; Accurate Air was the lowest bid that met the specifications.

Funding Source(s):

Financial Impact:

Sufficient funds in Fund 201 State Office Buildings will cover this project.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------------------------------|---|
| 1. | 01 RFB FC-01-24-Rebid State Bldg HVAC | 01 RFB FC-01-24-Rebid State Bldg HVAC.pdf |
| 2. | Bid Tab FC-01-24-Rebid | Bid Tab FC-01-24-Rebid.pdf |

Presentation:

Robert Bluthardt

Approvals/Reviews:

Robert Bluthardt
Carlton White
Theresa James

Created/Initiated
Approved
Approved

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City of San Angelo

REQUEST FOR BIDS

RFB FC-01-24-Rebid • Fort Concho
HVAC unit replacements at Chase State Office Building

SUBMITTAL DEADLINE: [AVAILABLE ON CITY OF SAN ANGELO - BONFIRE](#)

CITY OF SAN ANGELO • PURCHASING DIVISION • 72 WEST COLLEGE AVENUE • SAN ANGELO, TEXAS 76903

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1. INVITATION

1.1 General

The Chase State Office Building at 622 South Oakes, a property owned by the City of San Angelo and managed under the adjacent Fort Concho National Historic Landmark, is requesting bids to replace twelve (12) roof mounted HVAC units (Gas Heating and Air Conditioning) of various capacities. Contractor is required to use a licensed electrician for all electrical work during removal and installation. Work shall include required permits and inspections per the installation. Contractor shall coordinate with City representatives as needed to minimize downtime to the offices/public spaces each unit services. Contractor will work with City representatives for street/lanes closure to facilitate safe completion of this work. Specifics of each unit are attached to this bid invitation.

Estimated Project Award: April 16, 2024

Estimated Date of Completion: 90 Days from Finalized Contract and PO Issuance

Contractor shall:

- Complete Project within 90 days.
- Remove existing units and appropriate parts and connections as necessary.
- Protect roof surface and sides of building during the project.
- Equipment installation must accommodate existing curbs without modification.
- Install Hail Guards.
- Install manual fresh intake dampers.
- Keep in place pipe supports for insulated supply and return lines.
- Install new units and test to ensure proper operation.
- Install Emergency Cut off switches due to pan overflow.
- Reinstallation of condensate drain lines.
- Be responsible for all electrical work to disconnect and reconnect units to power; a licensed electrician is required.
- Provided Warranty for Equipment and workmanship.

1.2 Confidentiality

All submissions shall remain confidential. After award, submissions will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the bid unless clearly identified as such.

1.3 Document Availability

Bid Documents are available in the Purchasing Division or may be downloaded from the City's website at <https://cosatx.bonfirehub.com/>. To locate the documents on the Bonfire Portal, go to:

Open Public Opportunities > RFB FC-01-24-REBID / HVAC unit replacements at Chase State Office Building

1.4 Non-Mandatory Pre-Bid Meeting

A non-mandatory on-site pre-bid meeting shall be held on March 18th, 2024, at 10:00 a.m. located at the Chase State Office Building (622 S. Oakes, San Angelo, Tx).

1.5 Insurance and Indemnification Requirements



Insurance and indemnification requirements applicable to this project are detailed within the Special Insurance Rider and/or the draft project agreement included with this solicitation package. Please review the insurance and indemnification requirements with your insurance agent prior to submission.

1.6 Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division through [Bonfire](#), City's e-Procurement Platform. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the Bonfire Project Page. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.7 Required Response

The City requires a response to any Request for Bid (RFB) notifications sent to potential vendors. Should a company choose not to participate, then to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" must be submitted.

1.8 Deadline and Delivery Location

RFB submittals must be received no later than **the posted submission deadline listed in City's e-Procurement Portal ([Bonfire](#))**. The time recorded in Bonfire will serve as the official record of time. Bids received after the bidding deadline will not be considered.

It is the sole responsibility of the vendor to ensure that the sealed RFB submittal arrives via Bonfire by the specified deadline.

Faxed or physically submitted bids will not be accepted.

1.9 Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's e-Procurement Portal ([Bonfire](#)). Respondents should **acknowledge any addenda as part of their submission in Bonfire**. Respondent is responsible for checking the City's e-Procurement Platform (Bonfire) to determine if any addenda have been issued prior to submitting a bid. Failure to consider all addenda will be at the respondent's risk.

1.10 Copies of Bid Tabulation Results

To obtain Bid Tabulation results, download the file in City's e-Procurement Portal ([Bonfire](#)) at least 24 hours after the close date.

1.11 Award of Contract

The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process. The City is an equal opportunity employer.

1.12 Acceptance of Bid Content

Before submitting a bid, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the bid will rely. If the respondent receives an offer because of its bid, failure to have made such investigation and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements.

1.13 Equal Employment Opportunity

Attention of respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

1.14 Bid Term

This bid will be for one year from the award date.



1.15 Points of Contact

Jeffrey Tomlinson, Purchasing Manager

Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@costx.us
(325) 657-4219

Robert F. Bluthardt

Chase State Office Building/Fort Concho
City of San Angelo
630 S. Oakes St.
San Angelo, Texas 76903
Robert.bluthardt@costx.us
(325) 234-0316



2. INSTRUCTIONS TO BIDDERS

2.1 Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials and their staff regarding the RFB or from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFB and/or bid submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's bid from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFB;
3. Respondents may submit written questions concerning this RFB to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent through the City's e-Procurement Platform, Bonfire. Questions submitted and the City's responses will be published in the form of addenda to the Project Page in Bonfire. Respondent is responsible for calling the City or reviewing the Bonfire Project Page to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

4. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
5. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.

2.2 Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of written addenda.

2.3 Examinations of RFB Documents

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

2.4 Bid Form

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.



The names of all persons signing must also be legibly printed below the signature. A bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

All blank spaces in the bid form shall be filled. A bid price shall be indicated for each item and alternative listed therein, or the words "No Bid", "No Charge", or other appropriate phrase shall be entered. Bids must include all required forms as prescribed herein. Bids received without all such items completed may be considered nonresponsive.

The vendor is not required to acknowledge receipt of addenda but shall include all addenda in vendor's response. No alterations in bids or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor. Failure to consider all addenda prior to submitting a bid shall be at the risk of the vendor.

2.5 Modification or Withdrawal of Bids

Bids **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by withdrawal through Bonfire. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

2.6 Disqualification

The respondent may be disqualified for any of the following reasons:

- A. The respondent is involved in any litigation against the City of San Angelo;
- B. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The bid is not received by the bid submittal deadline; or,
- E. The bid is not executed by a person authorized to enter into a contract binding on the respondent.

2.7 Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B. Extend the bid closing time and date;
- C. Reissue a bid invitation or RFB;
- D. Procure any item by other means;
- E. Increase or decrease the quantity specified unless the vendor specifies otherwise; or,
- F. Award multiple contracts based on low bids for individual items or groups of similar items.

2.8 Inspections

Inspections shall be at the discretion of the City within the requirements of the City. The vendor shall keep the entire project site accessible to the City and any other governmental entity that may exercise regulatory control of the project or any portion of the work.

2.9 Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.



2.10 Authorized Signature

Bids must show vendor name, address, and be manually signed. The person signing the bid must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the bid.

2.11 Acceptance

The vendor's signature on the bid response constitutes an offer to sell under the terms and conditions contained in the bid (FC-01-24-Rebid). The Notice of Award offered to the vendor constitutes acceptance of the offer to sell and consummates a binding contractual agreement. Acceptance of respondent's offer will be in the form of a purchase order (bearing the valid signature of the Procurement Official) and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

2.12 Invoices and Payment

Contractor will submit itemized invoices for all services rendered pursuant to this Request for Bids. Invoices will bear the name of the firm and will be addressed to the appropriate City Point of Contact, Contract Number (FC-01-24-Rebid), and Purchase Order number. Invoices will be in itemized format and provide enough detail that demonstrates work performed or goods tendered.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the incurred charges are provided to the authorized City representative.

2.13 Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

2.14 Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

2.15 Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

2.16 Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.17 Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.18 Modifications

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.19 Interpretation-Parol Evidence



This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

2.20 Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

2.21 Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

2.22 Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

2.23 Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and Minority vendors are encouraged to participate.

2.24 Conflict of Interest

Vendor agrees to comply with the conflict-of-interest provisions of the City of San Angelo Charter and Code of Ordinances. Vendor agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2.25 Certificate of Interested Parties (Form 1295)



In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Instructional videos are available under the heading Instructional Videos for Business Entities.

The Form 1295 must be received, signed and notarized, within thirty (30) days of Council award or the contract may be voided.

2.26 Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax and Federal Excise Tax.

2.27 Examination of Contract Documents

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a vendor to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to its bid or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

2.28 Familiarization with the Type of Work

Before submitting a bid, each prospective vendor shall familiarize itself with the work, local labor conditions and all laws, regulations, and other factors affecting performance of the work. It shall carefully correlate its observations with requirements of this request and otherwise satisfy itself of the expense and difficulties attending performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment for lack of such familiarization.

2.29 Partial Award

Bidders may furnish pricing for all or any portion of the bid invitation. **UNLESS** bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

2.30 Legal Venue

Tom Green County, Texas



2.31 Funds – Price

The vendor submitting the lowest responsible bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City. The City reserves the right to award in the bid in whole, by category or by product.

2.32 Claims for Overcharges

Vendor hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

2.33 Price Escalation

Price must be firm for each one (1) year term. A price increase shall at no time be more than what similar volume customers would pay (see Warranty-Price). The vendor must provide the City a thirty (30) day notice for a price escalation request. The vendor must provide cost analysis and/or other documentation to justify any increase, to include industry and industry group level trends and indexes and should not exceed an annual increase of 4% of the originally quoted cost.

The City Manager or their designee may approve a contract term extension with or without a price increase or reduction at their full discretion. An increase in price must be justified in writing or by documentation from the Vendor to the satisfaction of the City Manager or their designee. If no agreement is reached, the City may re-bid the contract.

2.34 Materials

The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.

2.35 Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein. ([A more detailed description of the Specifications can be found in Bonfire under Public Files. File name is 02 HVAC Specifications.](#))



3. TERMS AND CONDITIONS

3.1 Order Placement

No order shall be accepted without a Purchase Order and all invoices must reflect the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

3.2 Shipment under Reservation Prohibited

Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3.3 Title and Risk of Loss

The title and risk of loss of the goods shall not pass to City until City receives and takes possession of the goods at the point or points of delivery.

3.4 Delivery Terms and Transportation Charges

F.O.B. destination, unless delivery terms are specified in vendor's bid, or actual costs, whichever is lower. If the quoted delivery terms do not include transportation costs, the City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

3.5 Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful vendor shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected vendor may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by it in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful vendor to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible vendor or re-advertise for bids, and may charge against the vendor the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid security.

Performance and Payment Bonds shall be delivered to the City's Risk Manager.

3.6 Waiver of Performance and Payment Bonds

Performance and Payment Bonds may be waived under the following circumstances:

The City may elect, at their option, to waive Payment Bonds if the contract sum is less than fifty-thousand (\$50,000.00) dollars.

The City may elect, at their option, to waive Performance Bonds if the contract sum is one-hundred thousand (\$100,000.00) dollars or less.



3.7 No Replacement of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and vendor will not have the right to substitute a conforming tender. Where the time for performance has not yet expired, the vendor may reasonably notify City of its intention to cure and may then make a conforming tender within the contract time.

3.8 Place of Delivery

The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". The terms of this agreement are "no arrival, no sale".

3.9 Special Tools and Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by vendor for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the vendor as such.

3.10 Warranty-Price

The price to be paid by the City shall be that contained in vendor's bid which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, reduced to the vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to vendor for breach or vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3.11 Warranty-Product

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions. Any warranties will become into effect on the contract effective date.

3.12 Safety Warranty

Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at vendor's expense.

3.13 Piggy-Back Procurements

Other municipalities or public agencies in the State of Texas may be interested in purchasing products as procured through this bid.

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because of this bid. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed, e.g., Tom Green County, etc.



3.14 No Warranty by City against Infringements

As part of this contract for sale, vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to vendor for indemnification if vendor issued on the grounds of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, vendor will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

3.15 Right of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

3.16 Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.



4. SPECIFICATIONS

Corporation **MD# 48HJD007--S--DA**
SERIAL **0302G10266**
FACTORY CHARGED **6 ton 230V 3ph**

COMP	QTY	VOLTS AC	PH	HZ	FLA	LRA	REF.	SYSTEM R-22	TEST PRESSURE GAGE
COMPR	1	208/230	3	60	20.5	156	9.6 LBS	4.3 kg HI	398 PSI 2744 kPa
COMPR							LBS	kg LO	186 PSI 1282 kPa
FAN MTR	QTY	VOLTS AC	PH	HZ	FLA				
OUTDOOR	1	208/230	1	60	1.4				
INDOOR									
INDOOR	1	208/230	3	60	5.8				
OTHER									
COMBUST	1	208/230	1	60	0.6				

CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS FOR OUTDOOR INSTALLATION ONLY

POWER SUPPLY **208/230** **3** PH **60** HZ
PERMIT TO BE **254** INCH 187 INCH
VOLTAGE AT UNIT

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

	TOP	BOTTOM *	SIDES	FLUE STOP **
DOWN SUPPLY	0 IN 0 MM	1 IN 25.4 MM	0 IN 0 MM	36 IN 914 MM
SIDE SUPPLY				

* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CEAS A.P. OR C ROOFING MATERIAL
** INCHES 452 MM WITH ACCESSORY FLUE DISCHARGE DEFLECTOR

FLUE	INCH	PHASE OR	40	MINIMUM UNIT DISCHARGE	1
INCH	1.8	PHASE OR	40	FLUE	1
INCH		PHASE OR		FLUE	
INCH		PHASE OR		FLUE	
INCH		PHASE OR		FLUE	

BEULI CERTIFIED AS A FORCED-DRAW FURNACE WITH COOLING UNIT
CAN. APPROVED FOR NON-RESIDENTIAL USE TO 40 T. AIRFLOW

DESIGNED MAXIMUM INLET AIR TEMPERATURE **185F 85.0C**

TEMP. RISE	MAX. EXTERNAL STATIC PRESSURE
15-45F	1.0WC 0.19KPA
8.3-25.0C	

INPUT MIN	INPUT MAX	OUTPUT CAP	INTERNAL	EXTERNAL
50000	72000	41000-59040	82	NATURAL
14.7	21.1	12.0-17.3		
13WC 3.23KPA	14WC 0.99KPA			
1.8-3.5WC 0.45-0.87KPA				

FOR HEATING PORTION CLASSIFIED BY UNDERWRITERS LABORATORIES
IN ACCORDANCE WITH NFPA 96-1.2.5 STANDARD

48HJD007--S--DA

U.S.A.



md#48HJD00S---S---DA
0302020231
4ton 230V 3ph

COMPRESSOR	1	208/230	3	60	13.5	99	8.0	3.6	364	2506	1710
CONDENSER	1	208/230	1	60	0.7						
EVAPORATOR	1	208/230	1	60	4.9						
OTHER											
COILS	1	208/230	1	60	0.6						

CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS
FOR OUTDOOR INSTALLATION ONLY

POWER SUPPLY: 208/230 3 PH 60 HZ
CONDENSABLE: 254
OUTDOOR UNIT: 187

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

	TOP	BOTTOM	SIDES	FLUE SIDE
DOWN SUPPLY	0 IN 0 MM	1 IN 25.4 MM	0 IN 0 MM	36 IN 914 MM
SIDE SUPPLY				

* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A, B, OR C ROOFING MATERIAL
** 18 INCHES (457 mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR

MIN. CKT. AMP.	22.5	MAX. FUSE OR BACK BREAKER	30	MINIMUM UNIT DISCONNECT	22	112
		MAX. OVERCURRENT PROTECTIVE DEVICE				

DESIGNED MAXIMUM OUTLET AIR TEMPERATURE: 185°F 85.0°C

AIR TEMP RISE	15-45°F	MAX EXTERNAL STATIC PRESSURE	1.0 WC 0.19 KPA
	8.3-25.0°C		

INPUT MIN	50000	INPUT MAX	72000	OUTPUT CAP	41000-59040	EFFICIENCY	82	EQUIV. T. E02	NATURAL GAS
OR	14.7		21.1		12.017.3				

GAS SUPPLY PRESSURE: 13 WC 3.23 KPA MAX 4 WC 0.99 KPA MIN

MANIFOLD PRESSURE: 1.8-3.5 WC .45-.87 KPA

ENS HEATING PORTION CLASSIFIED BY UNDERWYLLKS LABORATORIES
IN ACCORDANCE WITH ANSI Z39.42 STANDARD 1991

LISTED
COOLING PORTION OF ENTIRE AND COOLING UNIT

UL US



6 ton 460V 3ph

Carrier		MODEL 48HJD007---631DA						
Air Conditioning 7310 WEST MORRIS STREET INDIANAPOLIS, IN 46231		SERIAL 0901624516						
FACTORY CHARGED								
COMPR	QTY	VOLTS AC	PH	HZ	RLA	LRA	REF. SYSTEM R-22	TEST PRESSURE GAGE
COMPR	1	460	3	60	9.6	75.0	9.6 LBS	4.3 kg HI 398 PSI 2744 kPa
COMPR							LBS	kg LO 186 PSI 1282 kPa
FAN MTR	QTY	VOLTS AC	PH	HZ	FLA			
OUTDOOR	1	460	1	60	0.6			
OUTDOOR								
INDOOR	1	460	3	60	2.6			
OTHER								
COMBUST	1	460	1	60	0.3			
CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS FOR OUTDOOR INSTALLATION ONLY						POWER SUPPLY 460	3 PH 60 HZ	
						PERMISSIBLE VOLTAGE AT UNIT	508	MAX 414 MIN
MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS								
		TOP		BOTTOM *		SIDES		FLUE SIDE **
DOWN SUPPLY		0 IN 0MM		1 IN 25.4MM		0 IN 0MM		36 IN 914MM
SIDE SUPPLY								
* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A,B, OR C ROOFING MATERIAL								
** 18 INCHES(457mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR								
MIN CKT AMPS	15.2	MAX FUSE OR HACR BREAKER		20	MINIMUM FLUE DISCONNECT			
		MAX OVERCURRENT PROTECTIVE DEVICE		15	97	COMBINATION COOLING AND HEATING UNIT		
DEVICE CERTIFIED AS A FORCED AIR FURNACE WITH COOLING UNIT CSA APPROVED FOR NON-RESIDENTIAL USE TO -40 F AMBIENT.								
DESIGNED MAXIMUM OUTLET AIR TEMPERATURE						185F 85C		
AIR TEMP RISE		MAX EXTERNAL STATIC PRESSURE						
15-45F		1.0WC 0.19KPA						
8.3-25.0C								
INPUT MIN		INPUT MAX		OUTPUT CAP		THERMAL EFFICIENCY		EQUIPED FOR USE WITH
BTU/HR	50000	72000		41000-59040		82		NATURAL GAS
KW	14.7	21.1		12.017.3				
GAS SUPPLY PRESSURE		13WC 3.23KPA		MAX 4WC 0.99KPA		MIN		
MANIFOLD PRESSURE		1.8-3.5WC .45-.87KPA						
GAS HEATING PORTION CLASSIFIED BY UNDERWRITERS LABORATORIES IN ACCORDANCE WITH ANSI Z21.47 STANDARD-1993								
LISTED								



**PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING
UNIT TEST REPORT**

PROJECT: State Consolidation Building

SYSTEM: RTU 12

UNIT DATA	
Make / Model Number	Carrier M48HJD007 631
Type / Size	RTU / Small
Serial Number	54598G10568
Fan Sheave make	Browning
Fan Sheave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	Gas

MOTOR DATA	
Make	G. E.
H.P. / RPM BHP	1.6 / 1360
Volts / Phase / Hertz	460/3/60
F.L. Amps	2.6
Make Sheave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	2400	2400
Total S.P.	NA	1.0
Discharge S.P.	NA	.60
Suction S.P.	NA	.40
Ent. Air DB / WB	NA	81.0 / 63.4
Lvg. Air DB / WB	NA	57.2 / 54.0
Fan RPM	NA	1340
Voltage	460	463
Amperage	2.6	2.4



PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING UNIT TEST REPORT

PROJECT: State Consolidation Building

SYSTEM: RTU 9

UNIT DATA	
Make / Model Number	Carrier M48HJD008-631
Type / Size	RTU / Small
Serial Number	54598G30225
Fan Sheave make	Browning
Fan Sheave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	NR

MOTOR DATA	
Make	G. E.
H.P. / RPM BHP	1.4 737
Volts / Phase / Hertz	460/3/60
F.L. Amps	3.4
Make Sheave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	3000	3000
Total S.P.	NA	1.0
Discharge S.P.	NA	.60
Suction S.P.	NA	.40
Ent. Air DB / WB	NA	81.0 / 63.4
Lvg. Air DB / WB	NA	57.2 / 54.0
Fan RPM	NA	730
Voltage	460	463
Amperage	3.4	3.0



**PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING
UNIT TEST REPORT**

PROJECT: State Consolidation Building

SYSTEM: RTU 30

UNIT DATA	
Make / Model Number	Carrier M48HJD006-631
Type / Size	RTU/Small
Serial Number	4498G20671
Fan Sheave make	Browning
Fan Sheave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	Gas

MOTOR DATA	
Make	G.E.
H.P. / RPM BHP	1.1/1190
Volts / Phase / Hertz	460/3/60
F.L. Amps	2.6
Make Sheave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	2000	2000
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0/63.4
Lvg. Air DB / WB	NA	57.2/54.0
Fan RPM	NA	1160
Voltage	460	463
Amperage	2.6	2.6



PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING UNIT TEST REPORT

PROJECT: State Consolidation Building

SYSTEM: RTU 32

UNIT DATA	
Make / Model Number	Carrier M48HJD005-631
Type / Size	RTU / Small
Serial Number	S4998G20236
Fan Sheave make	Browning
Fan Sheave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	GAS

MOTOR DATA	
Make	G. E.
H.P. / RPM BHP	2.2 965
Volts / Phase / Hertz	460/1/60
F.L. Amps	2.2
Make Sheave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	1600	1600
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0 / 63.4
Lvg. Air DB / WB	NA	57.2 / 54.0
Fan RPM	NA	950
Voltage	460	463
Amperage	2.2	2.0



PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING UNIT TEST REPORT

PROJECT: State Consolidation Building

SYSTEM: RTU 38

UNIT DATA	
Make / Model Number	Carrier M48HJD006-631
Type / Size	RTU / Small
Serial Number	S4498G20681
Fan Shcave make	Browning
Fan Shcave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	GAS

MOTOR DATA	
Make	G. E.
H.P. / RPM BHP	1.1 1190
Volts / Phase / Hertz	460/3/60
F.L. Amps	2.6
Make Shcave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	2000	2000
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0 / 63.4
Lvg. Air DB / WB	NA	57.2 / 54.0
Fan RPM	NA	1190
Voltage	460	460
Amperage	2.6	2.6



PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING UNIT TEST REPORT

PROJECT: State Consolidation Building

SYSTEM: RTU 39

UNIT DATA	
Make / Model Number	Carrier M48HJD006-631
Type / Size	RTU / Small
Serial Number	S4498G20678
Fan Shcave make	Browning
Fan Shcave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	GAS

MOTOR DATA	
Make	G. E.
H.P. / RPM BHP	1.1 1190
Volts / Phase / Hertz	460/3/60
F.L. Amps	2.6
Make Shcave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	2000	2000
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0 / 63.4
Lvg. Air DB / WB	NA	57.2 / 54.0
Fan RPM	NA	1190
Voltage	460	460
Amperage	2.6	2.6



**PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING
UNIT TEST REPORT**

PROJECT: State Consolidation Building

SYSTEM: RTU 42

UNIT DATA	
Make / Model Number	Carrier M48HJE004-631
Type / Size	RTU/Small
Serial Number	S5098G20139
Fan Shcave make	Browning
Fan Shcave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	GAS

MOTOR DATA	
Make	G.E.
H.P. / RPM	.4/972
Volts / Phase / Hertz	460/1/60
F.L. Amps	2.2
Make Shcave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	1200	1200
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0/63.4
Lvg. Air DB / WB	NA	57.2/54.0
Fan RPM	NA	960
Voltage	460	460
Amperage	2.2	2.1



Carrier Corporation
TYLER, TEXAS

MODEL # 48HJD009---6-DA
SERIAL 4401G02794
FACTORY CHARGED

	QTY	VOLTS AC	PH	HZ	RLA	LRA	REF. SYSTEM	R-22	TEST PRESSURE	GAGE
COMPR	1	460	3	60	8.2	49.57.9	LBS	3.6	kg	383 PSI 2641 kPa
COMPR	1	460	3	60	8.2	49.58.3	LBS	3.7	kg	150 PSI 1034 kPa
FAN MTR	QTY	VOLTS AC	PH	HZ	FLA					
OUTDOOR	2	460	1	60	0.7					
OUTDOOR										
INDUOR	1	460	3	60	3.4					
OTHER										
COMBUST	1	460	1	60	0.3					

CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS
FOR OUTDOOR INSTALLATION ONLY

POWER SUPPLY 460
PERMISSIBLE VOLTAGE AT UNIT 508
MAX 414 MIN

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

	TOP	BOTTOM	SIDES	FLUE SIDE
DOWN SUPPLY	0 IN 0 MM	1 IN 25.4 MM	0 IN 0 MM	48 IN 1219 MM
SIDE SUPPLY				

* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A, B, OR C ROOFING MATERIAL
** 18 INCHES (457mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR

MIN	MAX FUSE OR HACR BREAKER	MINIMUM UNIT DISCONNECT FLA	COMBINATION COOLING AND HEATING UNIT
23.3	30	24	132

MIN CKT AMPS

DESIGNED MAXIMUM OUTLET AIR TEMPERATURE 150F 66C

AIR TEMP RISE 20-50F 11.1-27.8C

MAX EXTERNAL STATIC PRESSURE 1.0WC 0.25KPA

BTU/HR	INPUT MIN	INPUT MAX	OUTPUT CAP	THERMAL EFFICIENCY	EQUIPED FOR USE WITH
92000	125000	75440/102500	22.1-30.0	82	NATURAL GAS
KW	27.0	36.6			

GAS SUPPLY PRESSURE 13WC 3.23KPA MAX 4WC 0.99KPA

MANIFOLD PRESSURE 1.8-3.5WC .45-.87KPA

GAS HEATING PORTION CLASSIFIED BY UNDERWRITERS LABORATORIES
IN ACCORDANCE WITH ANSI Z39.47 STANDARD-1993

LISTED
COOLING PORTION OF HEATING AND COOLING UNIT
35K2

UL US

48HJD009---641DA
4401G02794



48HJD005--6--DA 4 ton 460V 3ph

Carrier Corporation TYLER, TEXAS		--641DA		SERIAL 4401G03682		FACTORY CHARGED					
		QTY		VOLTS AC		PH HZ		RLA LRA REF. SYSTEM R-22		TEST PRESSURE GAGE	
COMPR		1		460		3 60		7.4 49.5 8.0		LBS 3.6 kg HI 364 PSI 2506 kPa	
COMPR										LBS kg LO 248 PSI 1710 kPa	
FAN MTR		QTY		VOLTS AC		PH HZ		FLA		46	
OUTDOOR		1		460		1 60		0.4			
OUTDOOR											
INDOOR		1		460		1 60		2.2			
OTHER											
COMBUST		1		460		1 60		0.3			
CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS FOR OUTDOOR INSTALLATION ONLY								POWER SUPPLY 460		3 PH 60 HZ	
								PERMISSIBLE VOLTAGE AT UNIT 508		MAX 414 MIN	
MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS											
		TOP		BOTTOM *		SIDES		FLUE SIDE **			
DOWN SUPPLY		0IN 0MM		1.0IN 25.4MM		0IN 0MM		36IN 914MM			
SIDE SUPPLY											
* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A,B, OR C ROOFING MATERIAL											
** 18 INCHES(457mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR											
MIN CKT 11.9		MAX FUSE OR HACR BREAKER 15		MINIMUM UNIT DISCONNECT FLA 12		LRA 57		COMBINATION COOLING AND HEATING UNIT			
AMPS		MAX OVERCURRENT PROTECTIVE DEVICE									
DEVICE CERTIFIED AS A FORCED AIR FURNACE WITH COOLING UNIT CSA APPROVED FOR NON-RESIDENTIAL USE TO -40 F AMBIENT.											
DESIGNED MAXIMUM OUTLET AIR TEMPERATURE								185F 85.0C			
AIR TEMP RISE		MAX EXTERNAL STATIC PRESSURE									
15-45F		1.0WC 0.19KPA									
8.3-25.0C											
BTU/HR		INPUT MIN 50000		INPUT MAX 72000		OUTPUT CAP 41000-59040		THERMAL EFFICIENCY 82		EQUIPED FOR USE WITH NATURAL GAS	
KW 14.7				21.1		12.0 17.3					
GAS SUPPLY PRESSURE		13WC 3.23KPA		MAX 4WC 0.99KPA		MIN					
MANIFOLD PRESSURE		1.8-3.5WC .45-.87KPA									
GAS HEATING PORTION CLASSIFIED BY UNDERWRITERS LABORATORIES IN ACCORDANCE WITH ANSI Z21.47 STANDARD-1993											
48HJD005--641DA											
LISTED COOLING PORTION OF											



ARI capacities (cont)



HEATING CAPACITIES AND EFFICIENCIES

UNIT	HEATING INPUT (Btuh) First Stage/Second Stage	OUTPUT CAPACITY (Btuh)		TEMPERATURE RISE (°F)	AFUE (%)	STEADY STATE EFFICIENCY (%)	CALIFORNIA SEASONAL EFFICIENCY (%)
		Single-Phase Units*	3-Phase Unit†				
48HJE004	50,000/ 72,000	40,000/ 57,100	41,000/ 59,040	15-45	82	82	78.7
48HJF004	82,000/115,000	63,500/ 89,000	65,600/ 92,000	55-85	80	80	77.3
48HJD005	50,000/ 72,000	40,000/ 57,100	41,000/ 59,040	15-45	82	82	78.7
48HJE005	82,000/115,000	65,600/ 92,000	66,420/ 93,150	35-65	81	81	77.7
48HJF005	120,000/150,000	94,400/118,000	96,000/120,000	50-80	80	80	76.9
48HJD008	50,000/ 72,000	40,000/ 57,100	41,000/ 59,040	15-45	82	82	78.7
48HJE008	82,000/115,000	65,600/ 92,000	66,420/ 93,150	35-65	81	81	77.8
48HJF008	120,000/150,000	94,400/118,000	96,000/120,000	50-80	80	80	76.9
48HJD007	50,000/ 72,000	—	41,000/ 59,040	15-45	82	82	78.7
48HJE007	82,000/115,000	—	66,420/ 93,150	35-65	81	81	77.8
48HJF007	120,000/150,000	—	96,000/120,000	50-80	80	80	76.9

UNIT	HEATING INPUT (Btuh) First Stage/Second Stage	OUTPUT CAPACITY (Btuh)		TEMPERATURE RISE (°F)	AFUE (%)	STEADY STATE EFFICIENCY (%)	CALIFORNIA SEASONAL EFFICIENCY (%)
		First Stage/Second Stage	First Stage/Second Stage				
48HJD008	90,000/125,000	72,900/102,500	72,900/102,500	20-50	82	82	77.5
48HJE008	120,000/180,000	98,400/147,600	98,400/147,600	35-65	82	82	77.5
48HJF008	180,000/224,000	147,600/183,700	147,600/183,700	45-75	82	82	79.4
48HJD009	90,000/125,000	72,900/102,500	72,900/102,500	20-50	82	82	78.4
48HJE009	120,000/180,000	98,400/147,600	98,400/147,600	35-65	82	82	78.4
48HJF009	180,000/224,000	147,600/183,700	147,600/183,700	45-75	82	82	79.4
48HJD012	120,000/180,000	98,400/147,600	98,400/147,600	35-65	82	82	78.4
48HJD014, HJE012	180,000/224,000	147,600/183,700	147,600/183,700	35-65	82	82	79.3
48HJE014, HJF012	200,000/250,000	160,000/200,000	160,000/200,000	40-70	80	80	76.4

LEGEND

AFUE — Annual Fuel Utilization Efficiency

*Single-phase units are rated for output capacity in accordance with U.S. Government Standard Tests

†Three-phase units are rated for output capacity in accordance with ANSI Z21.47 Standard for gas-fired, central furnaces.

NOTE: NO_x levels are 40 nanograms/joule with accessory kit



Options and accessories

ITEM	OPTION*	ACCESSORY†
Apollo Communicating Control	X	
Integrated Economizer — Varislide™	X	X
Integrated Economizer — PARABLADE	X	
Manual Outdoor-Air Damper		X
Convenience Outlet	X	
Unit Mounted Disconnect	X	
Alternate Evaporator Fan Motor (014 only)	X	
Two-Position Damper (25% Open)		X
Two-Position Damper (100% Open)		X
Roof Curb (14 in.)		X
Roof Curb (24 in.)		X
Thru-the-Bottom Service Connections		X
Flue-Hood Protector Assembly		X
Electronic Programmable Thermostat		X
Thermostat and Subbase		X
Time Guard® II Control Circuit		X
Motormaster® Head Pressure Control		X
Accusensor™ II Enthalpy Control		X
Accusensor III Differential Enthalpy Control		X
LP Conversion Kit		X
Condenser Coil Hall Guard		X
Remote Control Panel		X
NO _x Reduction Kit		X
Flue Discharge Deflector		X
Condenser Coil Grille		X
Condenser Coil Salt Spray Protection Package		X
Integrated Economizer and Power Exhaust		X
Fan/Filter Status Switch		X

LEGEND

LP — Liquid Propane

*Indicates a factory-installed option
†Indicates a field-installed accessory.



Physical data



BASE UNIT 48	HJE/HJF004	HJD/HJE/HJF005	HJD/HJE/HJF006	HJD/HJE/HJF007
NOMINAL CAPACITY	3	4	5	6
OPERATING WEIGHT (lb)				
Unit	530	540	560	615
With Variable™ Economizer	564	574	594	649
With PARABLADE Economizer	572	582	602	657
Roof Curb	115	115	115	115
COMPRESSOR			Scroll	
Quantity	1	1	1	1
Oil (oz)	42	53	50	60
REFRIGERANT TYPE			R-22	
Operating Charge (lb-oz)	5-8	8-6	10-10	9-10
CONDENSER FAN			Propeller	
Quantity...Diameter (in.)	1.22	1.22	1.22	1.22
Nominal Cfm	3500	3500	4100	4100
Motor Hp...Rpm	1/4 .825	1/4 .825	1/4 .1100	1/4 .1100
Watts Input (Total)	180	180	320	320
CONDENSER COIL		Enhanced Copper Tubes, Aluminum Lanced Fins		
Rows...Fins/in.	1.17	2..17	2..17	2..17
Total Face Area (sq ft)	14.6	16.5	16.5	16.5
EVAPORATOR FAN			Centrifugal	
Size (in.)	10 x 10	10 x 10	10 x 10	10 x 10
Belt	Belt	Belt	Belt	Belt
Type Drive	1200	1600	2000	2400
Nominal Cfm	1200	1600	2000	2400
Maximum Continuous Bhp	1.20	1.20	1.80	2.40
Motor Frame Size	48	48	56	56
Fan Rpm Range	760-1090	840-1185	1020-1460	1120-1585
Motor Bearing Type	Ball	Ball	Ball	Ball
Maximum Fan Rpm	2100	2100	2100	2100
Motor Pulley Pitch Diameter	1 9/2 9	1 9/2 9	2 4/3 4	2 4/3 4
A/B (in.)	1 9/2 9	1 9/2 9	2 4/3 4	2 4/3 4
Nominal Motor Shaft Diameter (in.)	1/2	1/2	1/2	5/8
Fan Pulley Pitch Diameter (in.)	4.5	4.0	4.0	3.7
Belt — Type...Length (in.)	A. 33	A. 36	A..40	A..38
Pulley Center Line Distance (in.)	10 0-12 4	10 0-12 4	14 7-15 5	14 7-15 5
Speed Change Per Full Turn of	65	70	75	95
Movable Pulley Flange (rpm)	5	5	6	5
Movable Pulley Maximum Full	3	3	3	3
Turns from Closed Position	3	3	3	3
Factory Setting — Full Turns Open	890	980	1240	1305
Factory Speed Setting (rpm)	890	980	1240	1305
Fan Shaft Diameter at Pulley (in.)	5/8	5/8	5/8	5/8
EVAPORATOR COIL		Enhanced Copper Tubes, Aluminum Double Wavy Fins, Acutrol™		Feed Device
Rows...Fins/in.	2..15	2..15	4..15	4..15
Total Face Area (sq ft)	5.5	5.5	5.5	5.5
FURNACE SECTION				
Rollout Switch Cutout Temp (F)*	195	195	195	195
Burner Orifice Diameter (in. ...drill size)†				
Natural Gas — Std	.113 33	.113 33/113 33/129 30	.113 33/113 33/129 30	.113 33/113 33/129.. 30
Liquid Propane — Alt**	.089 43	.089 43/089 43/102 38	.089 43/089 43/102 38	.089 .43/089 43/102 .38
Thermostat Heat Anticipator Setting (amps)				
208/230/460 v	14	14	14	14
First Stage	14	14	14	14
Second Stage	14	14	14	14
Gas Input (Btuh)				
First Stage	50,000/ 82,000	50,000/ 82,000/120,000	50,000/ 82,000/120,000	50,000/ 82,000/120,000
Second Stage	72,000/115,000	72,000/115,000/150,000	72,000/115,000/150,000	72,000/115,000/150,000
Efficiency (Steady State) (%)	82/80	82/81/80	82/81/80	82/81/80
Temperature Rise Range	15-45/55-85	15-45/35-65/50-80	15-45/35-65/50-80	15-45/35-65/50-80
Manifold Pressure (in. wg)				
Natural Gas — Std	3.5	3.5	3.5	3.5
Liquid Propane — Alt**	3.5	3.5	3.5	3.5
Maximum Static Pressure (in. wg)	1.0	1.0	1.0	1.0
Field Gas Connection Size (in.)	1/2	1/2	1/2	1/2
HIGH-PRESSURE SWITCH (psig)			450 ± 50	
Standard Compressor Internal Relief			428	
Cutout			320	
Reset (Auto.)				
LOSS-OF-CHARGE/LOW-PRESSURE SWITCH				
(Liquid Line) (psig)			7 ± 3	
Cutout			22 ± 5	
Reset (Auto.)				
FREEZE-PROTECTION THERMOSTAT				
Opens (F)			30 ± 5	
Closes (F)			45 ± 5	
OUTDOOR-AIR INLET SCREENS			Cleanable	
Quantity...Size (in.)			1 20 x 24 x 1	
RETURN-AIR FILTERS			Throwaway	
Quantity...Size (in.)			2 16 x 25 x 2	

LEGEND

Bhp — Brake Horsepower

*Indicates automatic reset.

†48HJD005-007 and 48HJE004 (72,000 Btuh heat input) units have 2 burners.
48HJE005-007 and 48HJF004 (115,000 Btuh heat input) units and 48HJF005-007 (150,000 Btuh heat input) units have 3 burners

**An LP Conversion Kit is available as an accessory.



BASE UNIT 48	HJD/HJE/HJF008	HJD/HJE/HJF009	HJD/HJE/HJF012	HJD/HJE014
NOMINAL CAPACITY (tons)	7½	8½	10	12½
OPERATING WEIGHT (lb)				
Unit	870	880	1035	1050
With Variable Economizer	914	924	1079	1094
With PARABLADE Economizer	932	942	1097	1112
Roof Curb	143	143	143	143
COMPRESSOR		Scroll		
Quantity	2	2	2	2
Oil (oz) (each compr)	53	53	50	60
REFRIGERANT TYPE		R-22		
Operating Charge (lb-oz)				
Circuit 1	6- 8	7-4	10-3	10-0
Circuit 2	5-14	6-4	9-3	9-3
CONDENSER FAN		Propeller		
Quantity...Diameter (in.)	2 . 22	2 . 22	2 . 22	2 . 22
Nominal Cfm	6500	6500	7000	7000
Motor Hp...Rpm	¼ . 1100	¼ . 1100	¼ . 1100	¼ . 1100
Watts Input (Total)	650	650	650	650
CONDENSER COIL		Enhanced Copper Tubes, Aluminum Lanced Fins		
Rows...Fins/in.	2 . 17	2 . 17	2 . 17	2 . 17
Total Face Area (sq ft)	20.5	20.5	25.0	25.0
EVAPORATOR FAN		Centrifugal		
Size (in.)	15 x 15	15 x 15	15 x 15	15 x 15
Type Drive	Belt	Belt	Belt	Belt
Nominal Cfm	3000	3400	4000	5000
Maximum Continuous Bhp	2.90	2.90	4.20	5.25
Motor Frame	56	56	56	56
Fan Rpm Range	840-1085	840-1085	860-1080	900-1260
Motor Bearing Type	Ball	Ball	Ball	Ball
Maximum Fan Rpm	2100	2100	2100	2100
Motor Pulley Pitch Diameter	3 4/4 4	3 4/4 4	4 0/5 0	2 8/8 8
Nominal Motor Shaft Diameter (in.)	7/8	7/8	7/8	7/8
Fan Pulley Pitch Diameter (in.)	7.0	7.0	8.0	8.0
Belt — Type...Length (in.)	A . 51	A . 51	A . 51	BX .46
Pulley Center Line Distance (in.)	16 75-19 25	16 75-19 25	15 85-17.50	15 85-17.50
Speed Change per Full Turn of Movable Pulley Flange (rpm)	50	50	45	60
Movable Pulley Maximum Full Turns from Closed Position	5	5	5	6
Factory Setting — Full Turns Open	5	5	5	5
Factory Speed Setting (rpm)	840	840	860	960
Fan Shaft Diameter at Pulley (in.)	1	1	1	1
EVAPORATOR COIL		Enhanced Copper Tubes, Aluminum Double-Wavy Fins		
Rows...Fins/in.	3.. 15	3.. 15	4 . 15	4 . 15
Total Face Area (sq ft)	8.9	8.9	11.1	11.1
FURNACE SECTION				
Rollout Switch Cutout (Temp (F)*)	195	195	195	195
Burner Orifice Diameter (in. ...drill size)†				
Natural Gas — Std	120 .31	120 .31	120 .31/ 120 31/ 129 30	120 31/ 129 .30
Liquid Propane — Alt**	096 .41	096 .41	096 41/ 096 41/ 102 38	096 41/ 102 38
Thermostat Heat Anticipator Setting (amps)				
208/230/460-v Stage 1	14/ 14/ 14	14/ 14/ 14	14	14
Stage 2	14/ 20/ 20	14/ 20/ 20	20	20
Gas Input Stage 1	90,000/120,000/180,000	90,000/120,000/180,000	120,000/180,000/200,000	180,000/200,000
Stage 2	125,000/180,000/224,000	125,000/180,000/224,000	180,000/224,000/250,000	224,000/250,000
Efficiency (Steady State) (%)	82/82/82	82/82/82	82/82/80	82/80
Temperature Rise Range	20-50/35-65/45-75	20-50/35-65/45-75	35-65/35-65/40-70	35-65/40-70
Manifold Pressure (in. wg)				
Natural Gas — Std	3.5	3.5	3.5	3.5
Liquid Propane — Alt**	3.5	3.5	3.5	3.5
Field Gas Connection Size (in.)	.50/.75/.75	.50/.75/.75	.75/.75/.75	.75/.75
HIGH-PRESSURE SWITCH (psig)		450 ± 50		
Standard Compressor Internal Relief		428		
Cutout		320		
Reset (Auto.)				
LOSS-OF-CHARGE/LOW-PRESSURE SWITCH (Liquid Line) (psig)		7 ± 3		
Cutout		22 ± 7		
Reset (Auto.)				
FREEZE-PROTECTION THERMOSTAT				
Opens (F)		30 ± 5		
Closes (F)		45 ± 5		
OUTDOOR-AIR INLET SCREENS		Cleanable		
Quantity...Size (in.)		1 20 x 25 x 1		
		1...16 x 25 x 1		
RETURN-AIR FILTERS		Throwaway		
Quantity...Size (in.)	4.. 16 x 20 x 2	4 16 x 20 x 2	4 20 x 20 x 2	4 20 x 20 x 2

LEGEND
Bhp — Brake Horsepower

*Indicates automatic reset.
†48HJD008-009 units have 3 burners.
48HJD012 and 48HJE008,009 units have 4 burners.
48HJF008,009; 48HJE/HJF012; and the 48HJD/HJE014 have 5 burners
**An LP Conversion Kit is available as an accessory.



Electrical Data



UNITS WITHOUT ELECTRICAL CONVENIENCE OUTLET

UNIT	NOMINAL VOLTAGE (V-Ph-Hz)	VOLTAGE RANGE		COMPRESSOR (each)		OFM (each)		IFM	COMBUSTION FAN MOTOR	POWER SUPPLY		MINIMUM UNIT DISCONNECT SIZE*	
		Min	Max	RLA	LRA	FLA	FLA			MCA	MOCF	FLA	LRA
48HJE/HJF004 (3 Tons)	208/230-1-60	187	254	16.0	88.0	0.7	4.9		.57	25.6/25.6	35/35†	25/25	101/101
	208/230-3-60	187	254	10.3	77.0	0.7	4.9		.57	18.5/18.5	25/25†	18/18	90/90
	460-3-60	414	508	5.1	39.0	0.4	2.2		.30	9.0	15†	9	46
	575-3-60	518	632	4.2	31.0	0.4	2.2		.30	7.3	15†	7	37
48HJD/HJE/HJF005 (4 Tons)	208/230-1-60	187	254	23.7	129.0	0.7	4.9		.57	35.2/35.2	45/45†	34/34	142/142
	208/230-3-60	187	254	13.5	99.0	0.7	4.9		.57	22.5/22.5	30/30†	22/22	112/112
	460-3-60	414	508	7.4	49.5	0.4	2.2		.30	9.7	15†	12	57
	575-3-60	518	632	5.8	40.0	0.4	2.2		.30	9.3	15†	9	46
48HJD/HJE/HJF006 (5 Tons)	208/230-1-60	187	254	28.8	169.0	1.5	8.8		.57	46.3/46.3	60/60†	45/45	216/216
	208/230-3-60	187	254	17.3	123.0	1.5	8.8		.57	29.0/29.0	35/35†	28/28	168/168
	460-3-60	414	508	9.0	62.0	0.8	2.6		.30	14.7	20†	14	84
	575-3-60	518	632	7.1	50.0	0.8	2.6		.30	11.6	15†	11	59
48HJD/HJE/HJF007 (6 Tons)	208/230-3-60	187	254	20.5	156.0	1.4	5.8		.57	32.8/32.8	40/40†	32/32	200/200
	460-3-60	414	508	9.6	70.0	0.6	2.6		.30	15.2	20†	15	92
	575-3-60	518	632	7.7	56.0	0.6	2.6		.30	12.2	15†	12	74
	208/230-3-60	187	254	12.4	88.4	1.4	7.5		.57	38.2/38.2	45/45†	40/40	242/242
48HJD/HJE/HJF008 (7½ Tons)**	460-3-60	414	508	6.4	44.0	0.7	3.4		.30	19.2	25†	20	121
	575-3-60	518	632	4.8	34.0	0.7	3.4		.30	14.6	20†	16	95
	208/230-3-60	187	254	15.0	99.0	1.4	7.5		.57	44.1/44.1	50/50†	46/46	264/264
	460-3-60	414	508	8.2	49.5	0.7	3.4		.30	19.9	30†	24	132
48HJD/HJE/HJF009 (8½ Tons)**	575-3-60	518	632	5.8	40.0	0.7	3.4		.30	16.9	20†	18	107
	208/230-3-60	187	254	19.3	123.0	1.4	10.6		.57	56.8/56.8	70/70†	60/60	337/337
	460-3-60	414	508	10.0	62.0	0.7	4.8		.30	28.7	35†	30	170
	575-3-60	518	632	7.9	50.0	0.7	4.8		.30	22.7	25†	24	136
48HJD/HJE014 (12½ Tons) (Std)**	208/230-3-60	187	254	25.9	156.0	1.4	15.0		.57	76.1/76.1	90/90†	80/80	426/426
	460-3-60	414	508	12.9	70.0	0.7	7.4		.30	37.8	45†	40	197
	575-3-60	518	632	7.4	54.0	0.7	7.4		.30	23.7	30†	25	154
	208/230-3-60	187	254	25.9	156.0	1.4	10.6		.57	71.7/71.7	80/80†	75/75	403/403
48HJD/HJE014 (12½ Tons) (Alt)**	460-3-60	414	508	12.9	70.0	0.7	4.8		.30	35.2	45†	39	186
	575-3-60	518	632	7.4	54.0	0.7	4.8		.30	21.6	25†	23	144

LEGEND

CUL — Canadian Underwriters' Laboratories
FLA — Full Load Amps
HACR — Heating, Air Conditioning and Refrigeration
IFM — Indoor (Evaporator) Fan Motor
LRA — Locked Rotor Amps
MCA — Minimum Circuit Amps
MOCF — Maximum Overcurrent Protection
NEC — National Electrical Code
OFM — Outdoor (Condenser) Fan Motor
RLA — Rated Load Amps

*Used to determine minimum disconnect per NEC

†Fuse or HACR circuit breaker.

**Units have 2 outdoor fan motors.

NOTES:

1. In compliance with NEC requirements for multimotor and combination load equipment (refer to NEC Articles 430 and 440), the overcurrent protective device for the unit shall be fuse or HACR breaker. The CUL units may be fuse or circuit breaker.
2. Electrical data based on 95 F ambient outdoor-air temperature ± 10% voltage





5. SUBMISSION REQUIREMENTS

- ☐ Bid Table (Bonfire)
- ☐ References, Subcontractors, and Suppliers Form
- ☐ Certification Federally Funded
- ☐ Conflict of Interest Questionnaire
- ☐ Contact Information Form
 - **IRS Form W-9**
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application & Economic Impact Details
- ☐ Prohibited Contracts
- ☐ Special Insurance Rider
 - **COI (Certificate of Insurance)**
- ☐ Vendor Compliance with Reciprocity on Non-Resident Vendors

1295 Form Requirement

At council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

Anti-Lobbying Agreement

In submitting its bid, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

RFB-FC-01-24 Rebid- HVAC Unit Replacement at Ralph Chase State Building				
Accurate Air Solutions LLC				
Item Number	Item	Quantity Required	Unit Price	Meets Specifications & Qualifications
Items (1)				
#1-1	Twelve (12) units equal or better than specifications. To include demolition, unit purchase, and installation of HVAC units. One-year warranty for all units.	1	\$118,430.00	Yes
Duncan Mechanical Services, Inc.				
Item Number	Item	Quantity Required	Unit Price	
Items (1)				
#1-1	Twelve (12) units equal or better than specifications. To include demolition, unit purchase, and installation of HVAC units. One-year warranty for all units.	1	\$136,172.00	Non-Conforming Submission/Incomplete Document Submission
McCloskey Mechanical				
Item Number	Item	Quantity Required	Unit Price	
Items (1)				
#1-1	Twelve (12) units equal or better than specifications. To include demolition, unit purchase, and installation of HVAC units. One-year warranty for all units.	1	\$141,060.75	Yes
University Heating and Cooling				
Item Number	Item	Quantity Required	Unit Price	
Items (1)				
#1-1	Twelve (12) units equal or better than specifications. To include demolition, unit purchase, and installation of HVAC units. One-year warranty for all units.	1	\$99,980.00	No- Does not meet spefications outlined in Bid in regards to curb modification.
Warren AC and Heat LLC				
Item Number	Item	Quantity Required	Unit Price	
Items (1)				
#1-1	Twelve (12) units equal or better than specifications. To include demolition, unit purchase, and installation of HVAC units. One-year warranty for all units.	1	\$117,000.00	Non-Conforming Submission/Incomplete Document Submission

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Pete Madrid Jr., Operations, Water Utilities

Meeting Date: May 7, 2024

Item type: Consent Item

Caption:

Consider approving the purchase of water meters from Core and Main, Inc. in the amount of \$1,616,600 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:

The Water Utilities Department has started a Neptune Water Meter replacement program for the entire city that was previously approved by City Council. We are currently in year two of the program. This program was designed with a phased approach to spread costs over multiple years to lesson the burden on operating capital each year. Due to the EPA's Lead and Copper Rule Revisions and its newly established compliance deadlines for service line testing and public notification, the City is needing to expedite the meter replacement and service line testing process. The original timeline that was in place had us purchasing, installing and testing approximately 5,000 to 7,000 meters per year. In order to meet the newly established deadlines for compliance, the City will need to purchase, install and test approximately 10,000 to 12,000 meters per year. The number of meters per year may fluctuate a little based on the various sizes of meters that need to be installed each year. The current projected completion of this program is expected to be late spring or early summer of 2027. Data submission and public availability of the service line testing must be completed by October 2027.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Water Capital	260-4403-800.07-30	WT0003	\$1,616,600.00

Financial Impact:

These funds are budgeted in the Water Utilities Capital Fund for FY 2024.

Other Information/Recommendation:

Attachments:

Presentation:

Shane Kelton

Approvals/Reviews:

Pete Madrid Jr.

Pete Madrid Jr.

Shane Kelton

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Manager, Budget

Meeting Date: May 7, 2024

Item type: Consent Item

Caption:

A resolution of the City of San Angelo City Council amending the schedule of fees and charges related to parks and recreation fees for the addition of Bosque fees and removal of Nature Center fees (Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

Division managers together with Budget staff review fees annually and make updates based on factors such as inflation, changes in processes, and other related expenses that impact the cost of providing services to the public. The proposed fees are related to the addition of new services provided at the Bosque and the removal of fees for discontinued services at the Nature Center. This recommendation is in accordance with applicable laws, regulations, and guidelines.

In order to maintain appropriate service levels and corresponding fee structure, staff recommends that concession items and prices be set by the City Manager or his designee based on availability and competitive to market rates. The fees recommended for the summer of 2024 are attached for reference.

Funding Source(s):

Financial Impact:

Staff proposes to open the Bosque to the public on May 10, 2024. Following a month of activity, revenue will be projected and included in the fiscal year 2025 budget.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | 2024 Concession Fees | 2024 Concession Fees.pdf |
| 2. | Resolution Adopting Schedule of Fees and Charges DRAFT - Parks & Recreation | Resolution Adopting Schedule of Fees and Charges DRAFT - Parks & Recreation.docx |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Final Approval

MEMO



To: Daniel Valenzuela, City Manager
CC: Rick Weise, Assist City Manager & Tina Dierschke, Finance Director
From: Carl White, Parks & Recreation Director
Date: April 30, 2024
Re: Designee to review and approve concession items at the Bosque

Parks and recreation staff has assumed responsibility of operations at the Bosque and is proposing to open to the public on May 10, 2024. In order to maintain appropriate service levels and corresponding fee structure, staff recommends that concession items and prices be set by the City Manager or his designee based on availability and competitive to market rates. The fees recommended for the summer of 2024 are below for your approval. The remaining fees are on the May 7, 2024 City Council agenda for approval.

Concession Items

Water	\$2.00
Soda	\$3.00
Gatorade	\$4.00
Candy	\$3.00
Ring Pops	\$1.00
Chips	\$3.00
Trail Mix	\$3.00
Cookies	\$3.00
Sno-cones	\$2.00
Nachos	\$5.00
Pickles	\$2.00
Pickle Shots	\$1.00
Pretzels	\$5.00
Popcorn	\$5.00

RESOLUTION

A resolution of the City of San Angelo City Council amending the schedule of fees and charges related to Parks and Recreation fees for the addition of bosque fees and removal of nature center fees

WHEREAS, a schedule of fees and charges was formally adopted by Resolution by the City of San Angelo City Council on September 15, 2020; and

WHEREAS, the City Council desires to amend the adopted schedule of fees and charges by adjusting fees applicable to Fire and Rescue Service Fees.

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

Part 1. That, the City of San Angelo Schedule of Fees and Charges is amended by amending by deleting “Park facility and activity fees” in its entirety and REPLACING it as detailed in Exhibit “A”, attached hereto and incorporated herein.

Part 2. That all other provisions related to the Schedule of Fees and Charges shall remain unchanged by this Resolution.

PASSED, APPROVED and ADOPTED on this the 7th day of May 2024.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Director of Finance

Theresa James, City Attorney

EXHIBIT "A"

PARKS AND RECREATION FEES

Park facility and activity fees

(a) *Fees for sports tournaments and leagues:*

Baseball

- (1) Adaptive t-ball: \$30.00/player
- (2) Fields - lighted (Bell St., Glenmore, Padrone, Mountain View): \$5.00/hour
- (3) Fields - marking (TLCA - any outside tournament): \$25.00
- (4) Fields- unimproved: \$3.00/hour

Basketball

- (1) Adaptive: \$30.00/player
- (2) Adult league: \$275/team
- (3) Youth league/individual: \$80.00/player
- (4) Youth league/team: \$500.00/team
- (5) Youth league/team with uniforms: \$600.00/team
- (6) Youth preseason tournament: \$175.00/team
- (7) Youth regional tournament: \$175.00/team
- (8) Gate fees: \$3.00/day; \$5.00/weekend

Flag football

- (1) Adult league: \$275.00/team
- (2) Adult tournament: \$175.00/team
- (3) Youth league: \$80.00/player; \$500.00/team
- (4) Youth league early registration: \$65.00/player
- (5) Youth league late registration: \$100.00/player
- (6) Youth league with uniforms: \$600.00/team
- (7) Youth preseason tournament: \$175.00/team

Soccer

- (1) Adaptive: \$30.00/player

Softball

- (1) Adult league: \$350.00/team
- (2) Softball Resale: \$7.00 for 1 ball; \$40.00 for 6; \$75.00 for 12; + tax

Volleyball

- (1) With jerseys: \$325.00/team \$380.00/team
- (2) Adaptive: \$30.00/player
- (3) Adult league: \$225.00/team

Other

- (1) Summer track meet events: \$5.00/spectator \$10.00/athlete
- (2) Athletic leagues/tournaments: \$50.00/entry
- (3) Future adaptive added: \$30.00

(b) *Swimming pool fees:*

- (1) Admissions/daily entry: \$5.00 - ages 3—64, \$3.00 - over 65

- (2) Admissions/daily entry - group rate (20+ ppl): \$3.00
 - (3) Family pool pass (4 ppl): \$250.00
 - (4) Family pool pass - additional people: \$50.00/person
 - (5) Individual pool pass: \$100.00
 - (6) Private rental: \$325.00/every two hours; \$100 deposit
 - (7) Private rental - additional people: \$150.00/additional 100 people
 - (8) Rotunda only rental off season: \$75.00/hour*; \$100.00 deposit
 - (9) Semi-private rental: \$30.00/hour* + \$3.00/guest
 - (10) Swim lesson registration: \$60.00/person
 - (11) Table with umbrella Rental: \$15.00/hour*
- * 2 hour minimum

(c) ***Texas Sports Bank Complex Rental Fees:***

- (1) Field rental - no lights: \$85.00/day; \$15.00/hour
- (2) Field rental- with lights: \$100.00/day; \$30.00/hour
- (3) Association season field rental: \$600.00/field for 30 days
- (4) Tournament fees: \$175.00—\$250.00 tournament fee; \$50.00—\$75.00 bracket fee
- (5) Tournament gate fees: \$150.00 flat rate per gate/per quad/per day

(d) **Facility rental fees (rentals subject to department rules and regulations for use.):**

Venue	Rate	Deposit
Carl Ray Johnson Gym Rentals	\$30.00	N/A
Private party use		
City park pavilion *	\$20.00/hour	N/A
Civic league park bridal path and garden area (2 hour rental)	\$60.00	N/A
Civic league park pavilion (2 hour rental)	\$60.00	N/A
College Hills/Unidad Park Pavilion *	\$20.00/hour	N/A
Glenmore Park Pavilion *	\$20.00/hour	N/A
Jaime Padron Memorial Park Pavilion *	\$20.00/hour	N/A
James M. Rogers Garden Gazebo @ Rio Concho Park(2 hr. rental)	\$60.00	N/A
Kids' Kingdom Pavilion *	\$20.00/hour	N/A
Kirby Park In-Line Hockey Rink (2 hour minimum)	\$20.00/hour	N/A
Kirby Park Pavilion (12 hour rental)	\$300.00	\$100.00
Kirby Park Pavilion and Concession (12 hour rental)	\$400.00	\$100.00
Lone Wolf Bridge (2 hour rental)	\$60.00	N/A
Martin Luther King Jr. Memorial Park Pavilion *	\$20.00/hour	N/A
Producers Pavilion *	\$20.00/hour	N/A
Tiered Plaza/Celebration Bridge (2 hour rental)	\$60.00	N/A
Visitor's center grounds (1 hour rental)	\$60.00	N/A
<i>Rec center room rental</i>		
Carl Ray Johnson (2 hour minimum)	\$30.00/hour	N/A
South Side (2 hour minimum)	\$50.00/hour	\$50.00

Santa Fe Crossing

Activity room rental (3 hour minimum)	\$35.00/hour	\$100.00
Activity room rental - all day	\$275.00	N/A
Conference room rental (3 hour minimum)	\$25.00/hour	\$50.00
Dining room rentals (3 hour minimum)	\$45.00/hour	\$100.00
Dining room rentals - all day	\$350.00	N/A

Station 618

Activity room rental (3 hour minimum)	\$100.00/hour	\$300.00
Ceramic room rental (3 hour minimum)	\$25.00/hour	\$50.00
Computer room rental (3 hour minimum)	\$50.00/hour	\$100.00
Nonprofit discount	No charge	N/A
Senior related activities discount	N/A	50% of deposit

* Limited to a two (2) hour minimum and four (4) hour maximum rental.

(e) ***Miscellaneous event fees*** (fees for events not listed shall be as established by the director of parks and recreation with concurrence of the city manager):

- (1) Date night admission - daddy/daughter or mother/son: \$12.00
- (2) Date night admission - family night: \$20.00
- (3) Movie/camp out in the park: \$5.00/person
- (4) Senior programs (per month): \$4.00-\$10.00
- (5) Summer camp - registration fee: \$50.00/person
- (6) Summer camp - weekly fee: \$75.00/person
- (7) Summer camp weekly holding fee: \$25.00
- (8) Summer camp track: \$90.00/person

(f) ***Nutrition lunches fees:***

- (1) Nutrition lunches – registered members over 55 years - \$3.00 suggested donation
- (2) Nutrition lunches

(g) ***Bosque fees:***

- (1) Volleyball ball rental: \$5.00
- (2) Pedal Boat Rental: \$15.00/hour
- (3) Kayak Rental: Single \$10.00/hour, Tandem \$15.00/hour
- (4) Stand Up Paddle Board Rental: \$10.00/hour
- (5) Miniature Golf (Ages 5 and up): \$5.00
- (6) One day pass for all equipment: \$25.00
- (7) Concession items: items and prices to be set by City Manager or his designee based on availability and competitive with market rates.

(h) ***Miscellaneous fees:***

- (1) Restroom trailer rental: \$575.00 per day

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: May 7, 2024

Item type: Consent Item

Caption:

Second reading on an ordinance amending Chapter 12 "Planning & Development," Exhibit A "Zoning Ordinance," Article 3 "Use Regulations," Section 313 "Use Table," regarding item (i) below revisions requiring that Short-Term Rental establishments obtain a conditional use only in specified zoning districts (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

Amendment to Section 313 "Use Table" for item (a) above revisions requiring that Short-Term Rental establishments obtain a conditional use only in specified zoning districts.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | Amended 313 Use Table Exhibit A | Amended 313 Use Table Exhibit A.pdf |
| 2. | Adopting Ordinance Sec 313 Amendment (5) | Adopting Ordinance Sec 313 Amendment (5).docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry
Aaron Vannoy
Brandon Dyson

Created/Initiated
Approved
Approved

Aaron Vannoy
Theresa James
Heather Stastny

Approved
Approved
Final Approval

Use Category	Short Definition (see also Chap. 8)	*	Residential Districts								Nonresidential Districts								
			R & E	R S 1	R S 2	R S 3	R M 1	R M 2	M H P	M H S	C N	C O	C G	C H	C B D	O W	M L	M H	CG / CH
A = Allowed		C = Conditional		S = Special Use						* = Specific Use Regulations May Apply. See Article 4.									
Residential																			
Bed & Breakfast	a single-family dwelling offering overnight room accommodations	*	C	C	C	C	A	A	A	A	A	A	A	A	A	A	A	A	A
Short-Term Rentals	a single-family dwelling offering overnight accommodations	*	C	C	C	C	A	A	A	A	A	A	A	A	A	A	A	A	A

ORDINANCE 2024

AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 12 "PLANNING AND DEVELOPMENT," EXHIBIT "A" "ZONING ORDINANCE," ARTICLE 3 "USE REGULATIONS," SECTION 313 "USE TABLE;" PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on the 16th day of April, 2024, the Planning Commission for the City of San Angelo and the City Council after having held a joint public hearing, considered public comment, and considered recommendations from City staff, City Council desires to amend the Zoning Ordinance, Article 3, Section 313.

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

Section 1. CHAPTER 12 "PLANNING AND DEVELOPMENT," EXHIBIT "A" "Zoning Ordinance," Article 3 "Use Regulations," Section 313 "Use Table," of the City of San Angelo Code of Ordinances is hereby amended by revising the rows for "Bed & Breakfast" and "Short-Term Rentals" as shown on Exhibit A.

Section 2. 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 3. This Ordinance shall be effective on, from and after June 1, 2024.

INTRODUCED with public hearing the 16th day of April, 2024, and finally PASSED this 7th day of May, 2024.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Aaron Vannoy, Director of
Planning and Development Services

APPROVED AS TO FORM:

Theresa James, City Attorney

Exhibit A

San Angelo, TX Code of Ordinances

Use Category	Short Definition (see also Chap. 8)	*	Residential Districts								Nonresidential Districts									
			R & E	R S 1	R S 2	R S 3	R M 1	R M 2	M H P	M H S	C N	C O	C G	C H	C B D	O W	M L	M H	CG / CH	
A = Allowed			C = Conditional		S = Special Use						* = Specific Use Regulations May Apply. See Article 4.									
Residential																				
Bed & Breakfast	a single-family dwelling offering overnight room accommodations	*	C	C	C	C	A	A	A	A	A	A	A	A	A	A	A	A	A	
Short-Term Rentals	a single-family dwelling offering overnight accommodations	*	C	C	C	C	A	A	A	A	A	A	A	A	A	A	A	A	A	

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: May 7, 2024

Item type: Consent Item

Caption:

Second reading on an ordinance amending Chapter 12 "Planning & Development," Exhibit A "Zoning Ordinance," Article 4 "Specific Use Standards," Section 406 "Bed and Breakfast Establishments and Short-Term Rentals," regarding approval, renewal and revocation of conditional uses authorizing Bed and Breakfast and Short-Term Rental establishments, as well as revising distance limitations with respect to Short-Term Rentals (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

1. Amendments to Section 406 "Bed and Breakfast Establishments and Short-Term Rentals" of the Zoning Ordinance shall become effective June 1, 2024.
 - a. Includes 500' separation in all RS-1, RS-2, RS-3 and R&E zoning districts.
 - b. Includes a 500' separation from public schools in RS-1, RS-2, RS-3 and R&E zoning districts.
 - c. RM-1 and RM-2, as well as all commercial and industrial districts, STR is allowed by right, no conditional use. Properties are regulated by Building Codes, by Change of Occupancy and Annual inspections by Fire Marshall. These properties, like STR's in residential areas (RS-1, RS-2, RS-3 and R&E), pay Hotel Occupancy Tax.
 - d. Residential STRs must obtain and comply with annual safety inspections by the Building Official's Office.
 - e. Provides a mechanism to revoke Conditional Use by the Planning Commission if violations or criteria are not followed.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Sec._406.___STR Ordinance

Sec._406.___STR Ordinance.docx

2. Adopting Ordinance Sec 406 Amendment (5) Adopting Ordinance Sec 406 Amendment (5).docx

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

Sec. 406. Bed and Breakfast Establishments and Short-Term Rentals

Specific use standards applicable to a bed and breakfast and short-term rentals are:

A. General Standards.

1. Unless allowed by right pursuant to the Use Table in Section 313, the operator of a Bed and Breakfast or a Short-Term Rental must obtain a Conditional Use approval from the Planning Commission, by submitting an application form approved by the Director of Planning and Development Services.
2. A Conditional Use approved under this section shall be valid until the 1st of June immediately following the date of initial approval and shall thereafter automatically renew for subsequent one-year periods unless revoked by the Planning Commission in accordance with Subsection (D)(6) below. Regardless of the date of initial approval or last renewal, the next renewal date of a Conditional Use approved prior to the adoption of this amended ordinance shall be June 1, 2025.
3. The application shall designate an "Operator" who must reside in Tom Green County, Texas and shall furnish a telephone number for the operator. The Operator name and phone number shall be furnished in the notice to owners of real property as required by Section 201 of this Zoning Ordinance. The Operator of a Bed and Breakfast or a Short-Term Rental must post conspicuously in the common area of each unit (1) the name and contact information of the operator, and (2) restrictions on noise as set out in Section 8.01.005 of the San Angelo Code of Ordinances. If the Operator's contact information subsequently changes, the Operator shall provide the City with written notice of any new contact information.
4. The operator shall keep a current guest register in compliance with the state code.
5. For the purposes of determining privacy fence requirements, a Bed and Breakfast or a Short-Term Rental will always be considered a residential use.
6. On a residentially zoned property, all lighting shall be directed toward the establishment and not at surrounding neighbors.
7. A minimum of two paved off-street parking spaces, plus one additional off-street parking space per separately rented guest room, shall be provided on the same lot or tract of land as the establishment, except in the CBD zoning district as outlined in Section 511.A.1 of this Zoning Ordinance.
8. Neither a Bed and Breakfast nor Short-Term Rental establishment may be operated on a city-owned property that is leased for residential purposes.
9. Initial applications and subsequent renewals shall not be approved until all required fees have been paid to the Planning and Development Services Department.

B. Standards for a Short-Term Rental. In addition to the requirements in Section 406.A, the following shall apply on the premises of a Short-Term Rental establishment.

1. Meal service may not be provided.
2. Camping Units are prohibited on the premises of a Short-Term Rental establishment on a residentially zoned property.
3. A Short-term Rental use may not be located on a lot that is within 500 feet of a lot on which another Short-term Rental use is located within a RS-1, RS-2, RS-3, R&E, or PD with underlying RS-1, RS-2, RS-3 and R&E zoning. This shall be measured from property line to property line, based on the two closest points, and shall not be varied by the Zoning Board of Adjustment. The restrictions contained in this subsection B(3) shall not affect any property which already has an approved Conditional Use for a Short-term Rental prior to the adoption of this amended ordinance.

Exhibit A: Amendments to Section 406 of the Zoning Ordinance

4. A Short-Term Rental use may not be located on a lot that is within 500 feet of a fenced area or to the closest building of an elementary or secondary school. Measurements shall be taken from the two closest points as applicable. Only those school buildings that are utilized for educational activities and regularly occupied by students shall be considered for purposes of the distance limitation. This restriction shall not apply in those zoning districts that do not require a Conditional Use. This restriction shall not be varied by the Zoning Board of Adjustment. The restrictions contained in this subsection B(4) shall not affect any property which already has an approved Conditional Use for a Short-term Rental prior to adoption of this amended ordinance.
- C. *Standards for a Bed and Breakfast.* In addition to the requirements in Section 406.A, the following shall apply to a Bed and Breakfast establishment:
1. On a residentially zoned property, a maximum of four guest rooms shall be permitted in any one Bed and Breakfast establishment.
 2. No food preparation, except beverages, shall be permitted within individual guest rooms. Meal service may only be provided to overnight guests.
 3. Preparation and service of food for guests shall conform to all applicable regulations of the State of Texas and the City of San Angelo.
 4. On a residentially zoned property, the operator of the Bed and Breakfast shall be a full-time resident of the dwelling unit in which the Bed and Breakfast establishment is housed and shall remain onsite when the unit is occupied by guests.
 5. On a residentially zoned property, on-site sales will be permitted only as an accessory use to the Bed and Breakfast establishment; said sales will be limited to Bed and Breakfast guests only; no other sales not otherwise permitted in the zoning district shall be permitted on the premises of a Bed and Breakfast establishment.
 6. No exterior evidence of the Bed and Breakfast shall be allowed, except for one sign, no larger than six square feet, which is not internally lit.
- D. *Appeals, Registration, Inspections, and Enforcement.*
1. The applicant or any citizen may appeal a decision of the Planning Commission to the City Council by submitting a written request to the Planning Director within fifteen (15) days of the decision of the Planning Commission. The appeal must be sworn and must identify each alleged point of error, facts and evidence supporting the appeal, and reasons why the action of the Planning Commission should be modified or reversed. City Council shall hear the appeal no later than thirty (30) days after the request is submitted to the Planning Director. City Council may affirm, modify, or reverse a decision of the Planning Commission. Appeal of the City Council's decision shall be made within thirty (30) days of the final action by City Council, to a state District Court of competent jurisdiction in Tom Green County.
 2. All Bed and Breakfast and Short-Term Rental establishments must be registered with the State of Texas and the City of San Angelo for the purpose of Hotel Occupancy Tax prior to operating.
 3. Prior to consideration by the Planning Commission for Conditional Use approval, a Bed and Breakfast or Short-Term Rental establishment shall be required to submit to and pass a safety inspection by the City Building Official. The City Building Official shall establish a comprehensive checklist of all inspection criteria and publish the same on the City's website. Additionally, the inspection criteria shall be provided to applicants as part of the application for a Bed and Breakfast or Short-Term Rental. At a minimum the inspection criteria shall address requirements for working smoke detectors, carbon monoxide detectors, fire extinguishers, working hot water heaters, posting of a 9-1-1 address and posting of an exit plan for the establishment.
 4. After initial approval, the owner shall obtain and comply with an annual safety inspection by the City Building Official's office. Additional inspections may be conducted by the City Building Official upon

Exhibit A: Amendments to Section 406 of the Zoning Ordinance

- modification of the establishment in a manner affecting the health and safety of occupants, or to investigate complaints filed regarding the condition of the establishment with respect to health and safety.
5. The offering of a dwelling unit for Bed and Breakfast rental or Short-Term Rental, or the solicitation for such rental, creates a rebuttable presumption of such use.
 6. Failure to comply with federal, state, and local law related to the operation of the establishment may result in suspension or revocation of the Conditional Use approval as determined by the Planning Commission. A public hearing on suspension or revocation shall be held in the same manner and in accordance with the same procedures required for initial approval of a Conditional Use. Appeal of a suspension or revocation may be made in the same manner as described in subsection (D)(1) above. In suspending or revoking a Conditional Use approval, the Planning Commission may consider the following:
 - i. The severity, number, and disposition of citations or criminal complaints related to the operation of the establishment and filed against an owner, operator, or any occupant.
 - ii. The severity, number, and disposition of minor complaints submitted by neighbors or other interested persons related to the operation of the establishment. A “minor complaint” shall mean a complaint documented in writing at or near the time of the alleged conduct being complained of, that is supported by facts and evidence, and that is submitted to the appropriate authority having jurisdiction over such complaint. Examples of minor complaints include police calls for service that do not result in issuance of a citation, and notices of violation issued by code enforcement that likewise do not result in a citation.
 - iii. Failure to timely report and remit hotel occupancy taxes.
 - iv. Hotel tax reports reflecting no reported revenue for two or more quarters during any twelve-month period. It shall be a defense to suspension or revocation on this basis if the establishment owner or Operator provides prior written notice to the City Planning Department that the establishment has temporarily ceased operations due to repair or renovations.
 - v. Failure to submit to safety inspections and operate in accordance with the inspection checklist promulgated by the City Building Official.
 - vi. Relevant support materials provided by City staff or the respondent, public testimony provided at the hearing, or any other information that demonstrates the degree to which the owner, Operator, or an occupant has endangered public health, safety, or welfare.
 - vii. Failure to maintain current contact information of the designated Operator both at the site of the Conditional Use and with the City.
 - viii. Repeated failures by the designated Operator to timely respond to inquiries by City staff related to emergencies, operational concerns, or complaints from the public.
 7. To the extent of any conflict between this Section 406 and any other provision of the Zoning Ordinance, this Section 406 shall control with respect Conditional Uses for Bed and Breakfast and Short-Term Rentals.

ORDINANCE 2024

AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 12 "PLANNING AND DEVELOPMENT," EXHIBIT "A" "ZONING ORDINANCE," ARTICLE 4 "SPECIFIC USE STANDARDS," SECTION 406 "BED AND BREAKFAST ESTABLISHMENTS AND SHORT-TERM RENTALS;" PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on the 16th day of April, 2024, the Planning Commission for the City of San Angelo and the City Council after having held a joint public hearing, considered public comment, and considered recommendations from City staff, City Council desires to amend the Zoning Ordinance, Article 4, Section 406.

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

Section 1. CHAPTER 12 "PLANNING AND DEVELOPMENT," EXHIBIT "A" "Zoning Ordinance," Article 4 "Specific Use Standards," Section 406 "Bed and Breakfast Establishments and Short-Term Rentals," of the City of San Angelo Code of Ordinances is hereby amended as shown on Exhibit A.

Section 2. 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 3. This Ordinance shall be effective on, from and after June 1, 2024.

INTRODUCED with public hearing the 16th day of April, 2024, and finally PASSED this 7th day of May, 2024.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Aaron Vannoy, Director of
Planning and Development Services

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: May 7, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for PD97-07, a request to amend the Planned Development zoning district to allow underlying General Commercial, Heavy Commercial, and Light Manufacturing zoning districts to conform to the Airport 2020 Master Plan (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

On April 16, 2024, the City Council unanimously approved the first reading of the amendment to PD97-07, an ordinance setting the zoning for land use around the San Angelo Airport.

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

Staff recommends approval of the amendment to PD97-07. At the March Planning Commission meeting, they voted unanimously to recommend approval of the request. This request matches the adopted real estate plan for our Airport. This step to amend the PD will remove a required step in the development process and allow their proposals for new hangers and other structures to move more quickly through the City development review process.

Attachments:

- | | |
|--|---|
| 1. Airport Land Use Amendment To PD97-07 | Airport Land Use Amendment To PD97-07.pdf |
| 2. Ordinance Amendment PD97-07 CC | Ordinance Amendment PD97-07 CC.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Sherry Bailey
Aaron Vannoy
Brandon Dyson
Aaron Vannoy
Theresa James
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

MEMO

**Meeting**

Date: April 16, 2024

To: City Council

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

Request: Discussion and action on an amendment to PD97-07 the Airport Land Use Master Plan Adding (CG) – General Commercial, (CG/CH) Heavy Commercial and (ML) Light Manufacturing land uses.

Background: **The Planning Commission recommended unanimously that the City Council approve the Amendment.**

In 2019/2020 the Airport Board entered into a contract with C & S Companies to do a An Airport Real Estate Development Strategy Plan that was part of the Airport Master Plan being done by Centurion. The Real Estate Plan was to look at the Airport property and to determine the availability of existing airport real estate to meet existing and future needs, and to help determine what would be needed as the airport continues to develop their strategy for meeting the needs of their adopted Master Plan. A guide book for the future now also recognized by the FAA and meeting their requirements.

Notification: Since the Airport Master Plan is already adopted by the City and the Airport Board the Planning Commission can adopt it as part of their adopted Master Plans and Studies to enable the Planning Commission to look at development in and around the airport as part of their overall land use planning role for development within the City of San Angelo. The Airport's Master Plan and Real Estate Study becomes a tool for the Planning Commission and staff to use to review and evaluate future development plans that may have an impact on the growth and viability of the City of San Angelo Airport.

Information: The City of San Angelo's Environmental Map contains a layer that shows the Airport height restriction areas. Staff will be using those maps as well as the FAA Runway limitations area maps to evaluate development plans that come before the Building Permits Division, Planning Commission and City Council. We have used these tools in the past, but with the adoption of the Airport Master Plan we will now have additional planning tools to utilize.

Staff will add an additional evaluation area on their staff reports that reference compatibility with the Airport Master Plan when development is planned within the height limitation area or when additional traffic or development is anticipated within the Airport influence area. The intent is to make sure the Planning Commission has all the information they may need when evaluating development with the general area of the

Airport.

Recommendation: The Planning Commission and Planning staff are recommending that the City Council move to adopt the 2020 Airport Master Plan Land Use Plan and zoning as one of the adopted Master Plans and studies used by the Planning Commission as an evaluation tool to meet their statutory requirements in approving development within the City of San Angelo.

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 **AMENDING PD97-07** THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 694.860 ACRES LOCATED AT 8618 TERMINAL CIRCLE**; PLANNED DEVELOPMENT (PD) ZONING DISTRICT WITH AN UNDERLYING BASE ZONING OF GENERAL COMMERCIAL (CG); GENERAL COMMERCIAL/HEAVY COMMERCIAL (GC/HC) AND LIGHT MANUFACTURING (ML) PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD97-07 AMENDED: 8618 TERMINAL CIRCLE

WHEREAS, on the 18th day of March, 2024, 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 (PD97-07) Zoning District to allow for an underlying base zoning of General Commercial (CG); General Commercial/Heavy Commercial (CG/CH) and Light Manufacturing (ML) subject to the development standards as outlined in the Ordinance, and,

WHEREAS, on the 16th day of April 2024, City Council held a public hearing on PD97-07 Amended 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 AMENDED (PD97-07) ZONING DISTRICT**:

The real property is generally located at 8618 TERMINAL CIRCLE, City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance.

SECTION 2: ~~Obj.~~ 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 **16th day of April, 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of May, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

[illegible]

Exhibit “B”
Applicable Regulations

The *Ultimate Land Use Plan* attached as Exhibit “A” is adopted and the underlying zoning of PD97-07 Amendment shall be General Commercial (CG), General Commercial/Heavy Commercial (CG/CH) and Light Manufacturing (ML) with allowed uses including:

1. Any new signage will require approval from the Planning and Development Services department.
2. All new site lighting on the premises shall be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto adjacent residential uses or lands.
3. All uses that fall under the included land use categories are considered allowed uses under the amended ordinance.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: May 7, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for PD20-02, a request to amend the Planned Development zoning district to allow High Rise Multifamily zoning for a 3-story affordable senior living facility located at 3824 Green Meadow Dr. (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

A request for approval of an amendment to Planned Development zoning district PD20-02 to allow High Rise Multifamily (RM-2) zoning for a 3-story, 30-unit affordable senior living facility located at 3824 Green Meadow Dr. There will be 15 units of each one-bedroom and two-bedroom units. They will also include handicap accessible units, a clubhouse, and a dog park.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

The Planning Commission added a fifth condition and approved 6-0. The property at 3824 Green Meadow is currently under a Planned Development with a base zoning district of RM-1 low-rise multifamily. Which means something 2.5 stories tall. This project proposed would need to be 3 stories in living height and .5 stories in attic height for mechanical and plumbing needs. The fifth condition was for 3 stories in height; however, staff should have asked the Planning Commission for the 3.5 stories instead. This property is along the red arroyo and close to several amenities and local connectivity to the rest of the community. City staff recommend approval to the RM-2 High rise zoning district with a limit of 3.5 stories high.

Attachments:

- | | |
|-----------------------------------|------------------------------------|
| 1. Staff Report PD20-02 Amendment | Staff Report PD20-02 Amendment.pdf |
| 2. Ordinance PD20-02 Amendment | Ordinance PD20-02 Amendment.docx |

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

STAFF REPORT – PD20-02 Amendment

Planning Commission: March 18, 2024

City Council 1st reading: April 16, 2024



APPLICATION TYPE:		CASE:	
Rezoning – Major Amendment		PD20-02 Amendment: 3824 Green Meadow	
SYNOPSIS:			
A request for approval of an amendment to Planned Development zoning district PD20-02 to allow High Rise Multifamily (RM-2) zoning for a 3-story, 30-unit affordable senior living facility located at 3824 Green Meadow Dr. There will be 15 units of each one-bedroom and two-bedroom units. They will also include handicap accessible units, a clubhouse, and a dog park.			
LOCATION:		LEGAL DESCRIPTION:	
3824 Green Meadow		Lot: 1, SECTION 20, Blk: 47, Subd: MEADOWCREEK ADD	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #6 – Larry Miller Bonham Neighborhood	PD with base zoning of RM-1	Commercial	1.423 Acres
THOROUGHFARE PLAN:			
Green Meadow Drive – Urban Minor Collector Street, required: 60’ right-of-way, 50’ pavement, Provided: 60’ right-of-way, 40’ pavement			
NOTIFICATIONS:			
25 notifications mailed within 200-foot radius on 3/1/2024. We have received zero in support and one in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of an amendment to Planned Development zoning district PD20-02 to allow High Rise Multifamily (RM-2) zoning for a 3-story, 30-unit affordable senior living facility located at 3824 Green Meadow Dr. with four conditions .			
PROPERTY OWNER/PETITIONER:			
Petitioner: OPG Green Meadow Partners, LLC Contact: April Engstrom			
STAFF CONTACT:			
Rae Lineberry Planning (325) 657-4210, Ext 1533 rae.lineberry@cosatx.us			

Additional Information: Multifamily residential uses were allowed on the property by right from 1983 when the property was zoned Multi-Family Residence District (R-3), (and later renamed to RM-1 in 2000) until 2019. The City Council rezoned the property on August 6, 2019, to a Planned Development (PD19-06) to allow for retail sales and service uses with Type 1 outdoor storage. PD19-06 had included a concept plan for an office/warehouse building for seven tenants but was never built. It was then rezoned for a new PD20-02 to allow multifamily development again. The former applicant only asked for a base of RM-1, side, and rear setbacks to zero feet, and the concept plan only had two-story buildings. The current applicant is keeping the same concept but would like 3-story buildings which also changes the layout. Staff recommends approval this amendment given the property to the northwest is also 3-story senior living facility.

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 designed "Commercial" in the City's Comprehensive Plan which calls to "improve the relationship and connectivity between neighborhoods and Commercial areas" including the establishment of transition areas. Planning Staff believes that the proposed multifamily development adheres to this policy. It provides a transition between the residential neighborhood of townhomes to the south and west, apartments to the southeast, and the commercial uses to the east that includes an office and warehouse, salon, and spa.
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 development will comply with the High Rise Multifamily (RM-2) development standards except for the previous 0 feet setback allowance. Planning Staff supports the applicant's PD amendment request including keeping the previously approved reduce setbacks to 0 feet to allow the development to make the best use of available space.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** As indicated above, the multifamily development is compatible with the surrounding area. There is residential development (townhouses and apartments) on the south side of Green Meadow Drive as well as seniors living complex to the west of Oak Grove Boulevard nearby. The new multifamily units will also be located in close proximity of commercial amenities that include a salon, spa, and fast-food restaurants, and are within walking distance of a Concho Valley Transit bus stop. Finally, the applicant will install a five-foot wide sidewalk along Green Meadow Drive, improving walkability between the development and the bus stop and commercial amenities to the east.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** This area has been vacant for a long time. The two previous owners decided not to proceed with the projects. Staff believe as this project is the same concept as the previous applicant, it is compatible with the area.
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 use has a history of success. Additional housing of this type is needed and like the surrounding area.
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 concept plan delineates two access driveways to the development, all fronting onto Green Meadow Drive. Green Meadow Drive is a minor collector road which can accommodate large traffic volumes, and Staff believes this street can accommodate the increase in traffic generated from the 30 additional residential units.

Recommendations:

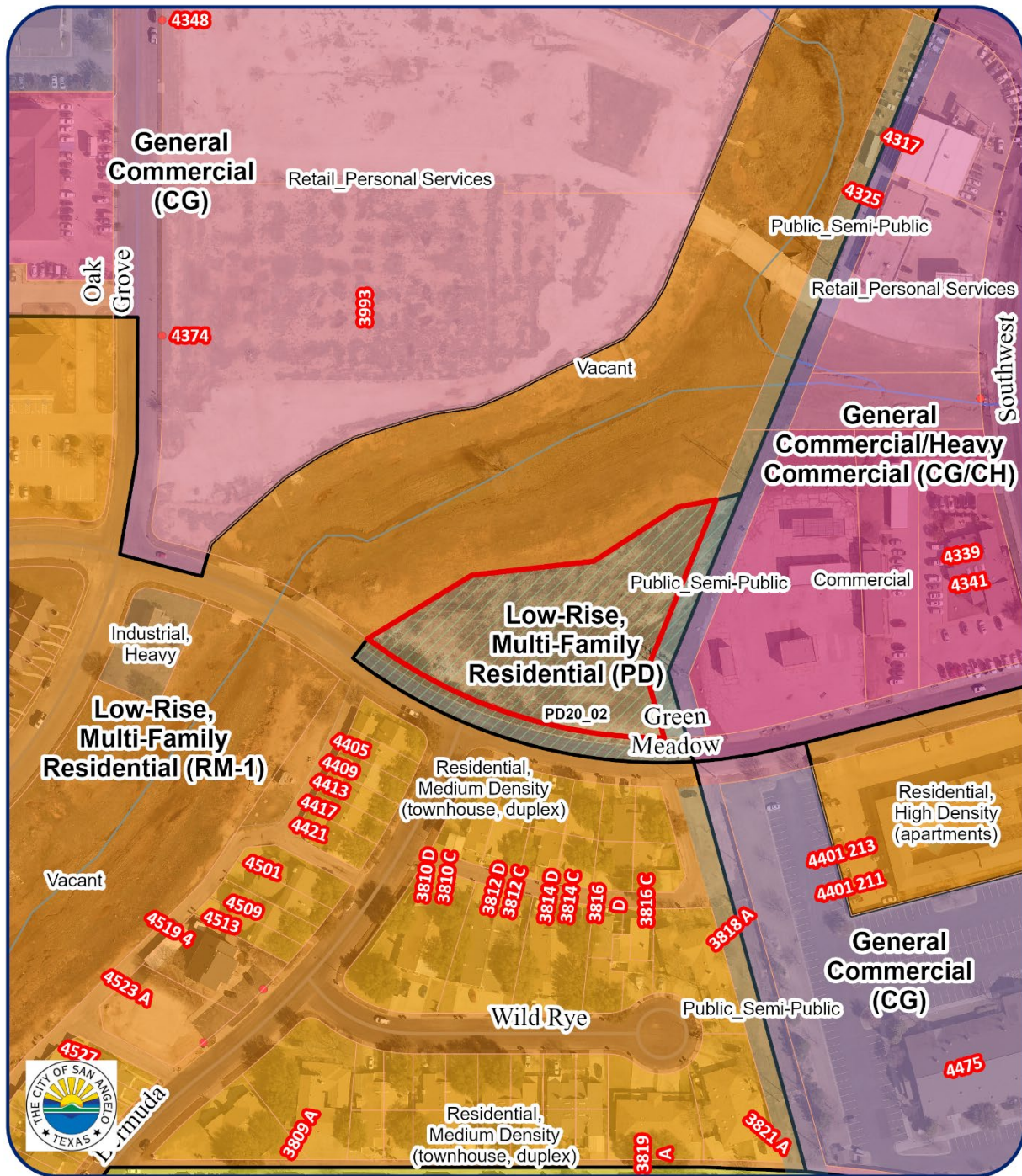
Staff recommends **APPROVAL** of an amendment to Planned Development zoning district PD20-02 to allow High Rise Multifamily (RM-2) zoning for a 3-story, 30-unit affordable senior living facility located at 3824 Green Meadow Dr. with **four conditions:**

Conditions of Approval:

1. Except as otherwise specified or limited below, the development of the subject property shall generally conform to the High Rise Multifamily Residential (RM-2) Zoning District, except for:
 - a. The minimum rear yard setback shall be 0 feet.
 - b. The minimum side yard setbacks shall be 0 feet.
2. Overall site use shall be in accordance with the approved Concept Plan. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning Commission and City Council. Minor deviations may be approved by the Planning Director.
3. The applicant shall submit and obtain approval of an Urban Design Review (UDR) prior to any future development that includes building elevations, a landscape plan, and details of any fencing, screening, and proposed lighting.
4. All exterior lighting be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto surrounding properties. The City has the right to periodically inspect the property to verify compliance.

Attachments:

Zoning Map
Notice Map
Concept Plan
Photo of vacant lot



200' Notification Map PD20-02 PD Amendment

Council District: #6 Larry Miller
Neighborhood: Bonham

Scale: 0 0.01 0.02 0.03 0.04 0.06 Miles

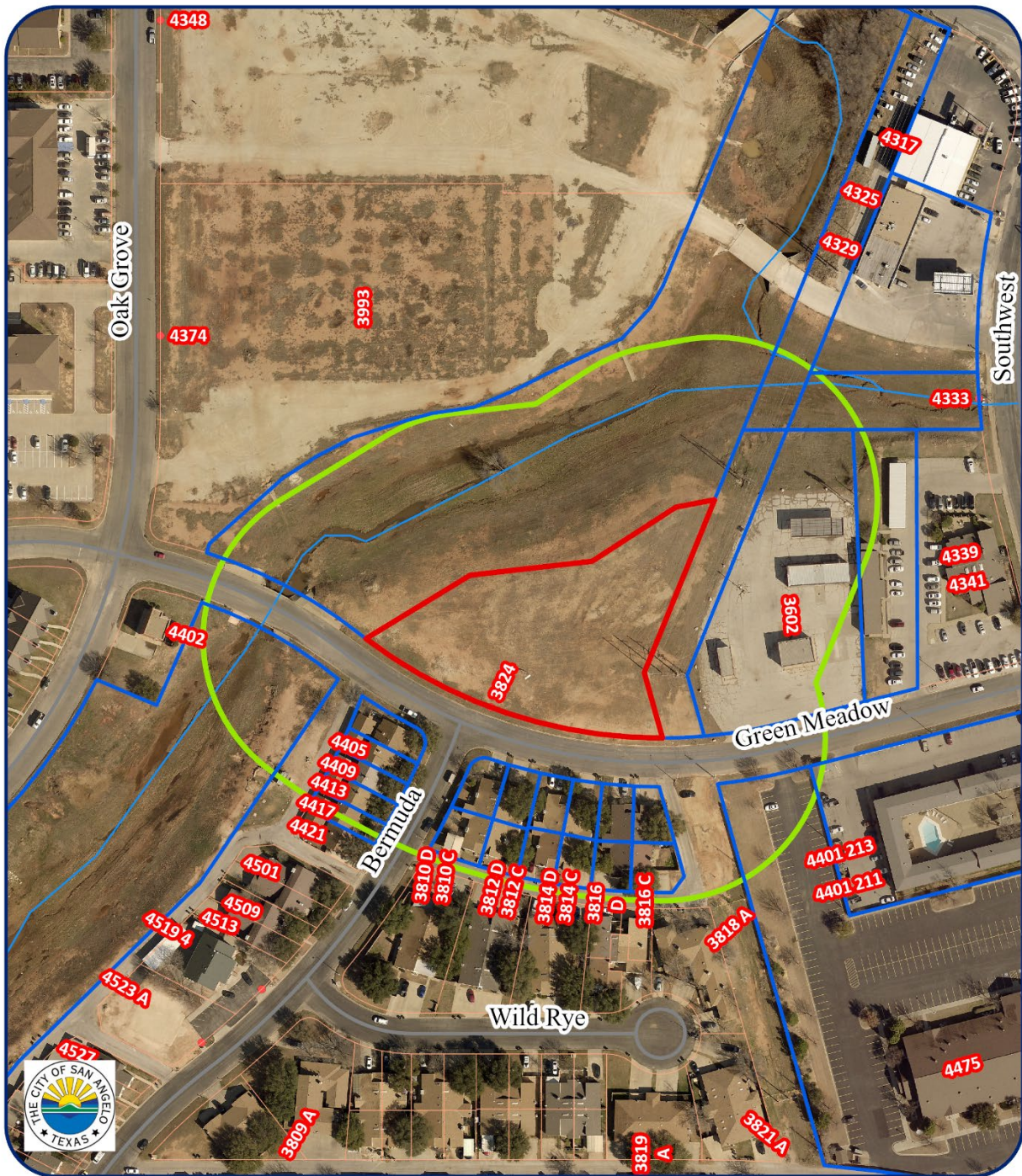
Subject Properties: —

200' Buffer: —

Notified Properties: —

N





200' Notification Map PD20-02 PD Amendment

Council District: #6 Larry Miller
Neighborhood: Bonham

Scale: 0 0.01 0.03 0.04 0.06
Miles

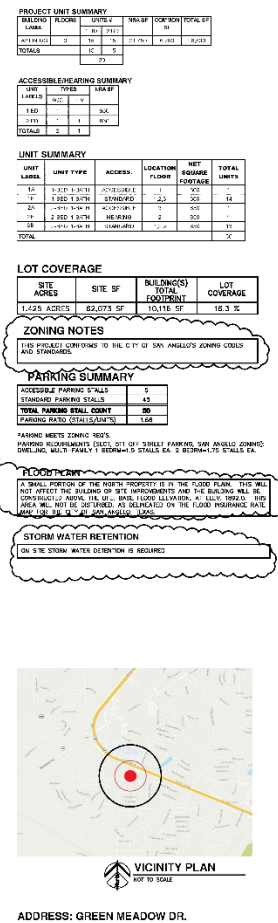
Subject Properties: ———

200' Buffer: ———

Notified Properties: ———

N





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 1.423 ACRES LOCATED ON LOT 1, SECTION 20, BLOCK 47 OF MEADOWCREEK ADDITION, ON THE EAST SIDE OF GREEN MEADOW DR AT 3824 GREEN MEADOW DR**; AMENDING THE PLANNED DEVELOPMENT (PD20-02) ZONING DISTRICT TO ALLOW UNDERLYING BASE ZONING OF HIGH RISE MULTIFAMILY (RM-2) SUBJECT TO THE DEVELOPMENT STANDARDS AS OUTLINED IN THE ORDINANCE; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD20-02: AMENDMENT LOCATED AT 3824 GREEN MEADOW DR

WHEREAS, on the 18th day of March, 2024, 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 amendment to Planned Development (PD2-02) Zoning District to allow for an underlying base zoning of (RM-2) High Rise Multifamily subject to the development standards as outlined in the Ordinance, and,

WHEREAS, on the 16th day of April, 2024, City Council held a public hearing on PD20-02, pursuant to published notice, and has considered the application, comments, reports, and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned PLANNED DEVELOPMENT (PD20-02) ZONING DISTRICT:

The real property is generally located on the east side of Green Meadow Dr at 3824 Green Meadow; being approximately 1.423 acres of Lot 1 of Section 20, Block 47 of the Meadowcreek Addition; 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 **16th day of April, 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of May, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

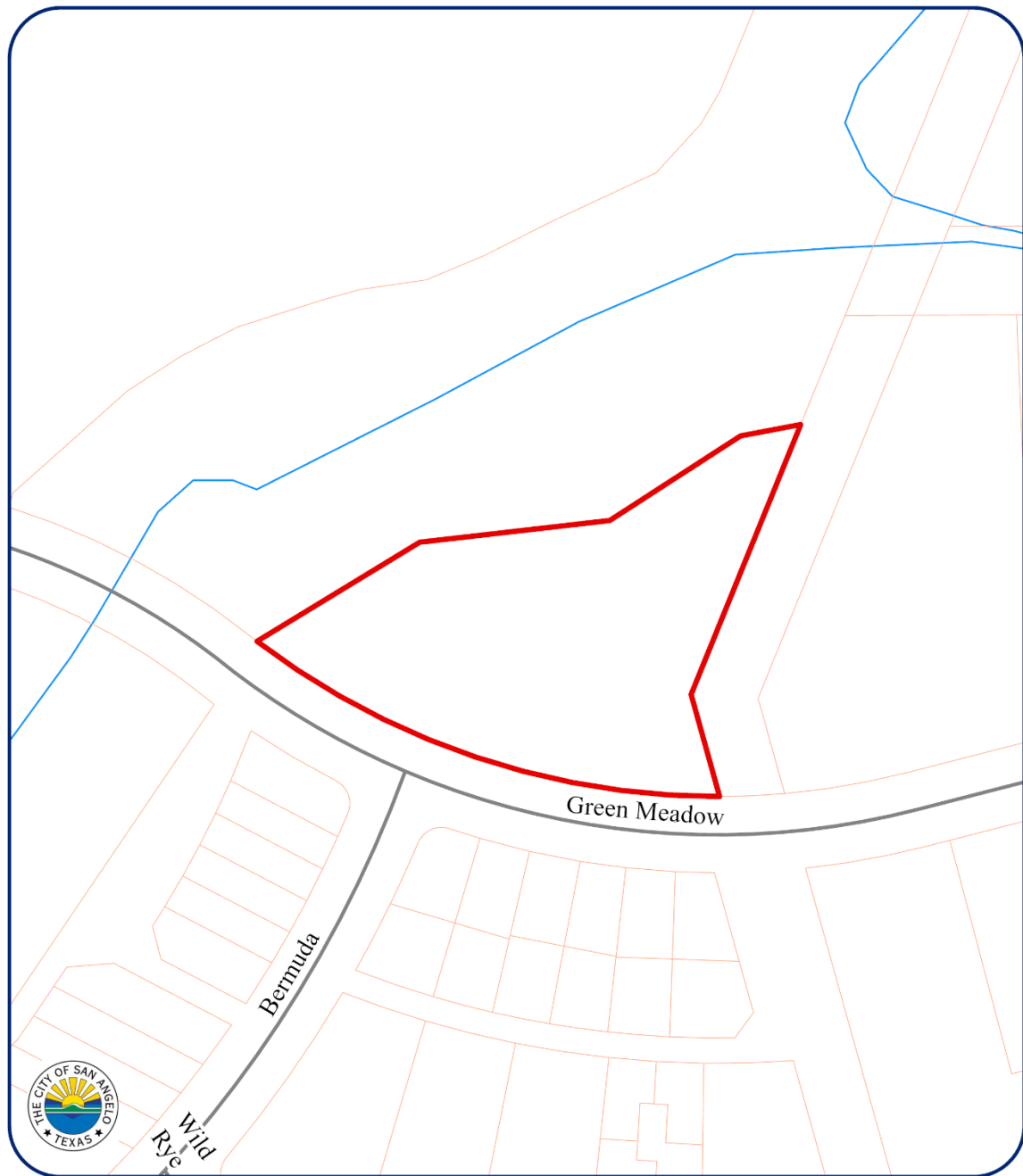
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit "A" (PD Boundary Map)



200' Notification Map PD20-02 PD Amendment

Council District: #6 Larry Miller
Neighborhood: Bonham

Scale: 0 0.01 0.02 0.03 0.04
Miles

Subject Properties:



200' Buffer:



Notified Properties:



N



Exhibit “B”
Applicable Regulations

1. Except as otherwise specified, the development of the subject property shall generally conform to the High Rise Multifamily (RM-2) Zoning District standards.
2. The following development standards shall apply:
 - Overall site use shall be in accordance with the approved Concept Plan. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning Commission and City Council. Minor deviations may be approved by the Planning Director.
 - The applicant shall submit and obtain approval of an Urban Design Review (UDR) prior to any future development that includes building elevations, a landscape plan, and details of any fencing, screening, and proposed lighting.
 - All exterior lighting be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto surrounding properties. The City has the right to periodically inspect the property to verify compliance.
3. The following development standards shall apply:
 - a. The minimum rear yard setback shall be 0 feet.
 - b. The minimum side yard setbacks shall be 0 feet.
 - c. Buildings shall not be higher than 3.5 stories.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jonathan Flores, Accounting Manager, Finance

Meeting Date: May 7, 2024

Item type: Regular Item

Caption:

Consider accepting the City's fiscal year 2023 Annual Comprehensive Financial Report and Single Audit (Presentation made by Armstrong, Backus & Company, LLC Partner Gayla Thornton)

Staff Recommendation:

Accept

Summary/History:

The Annual Report is an audited report on the year-end financial statements that provide financial information on the City of San Angelo as well as an opinion by the external auditor on the financial statements as a whole. The Single Audit report is a required audit of an entity that receives greater than \$750,000 in Federal funding awards in a fiscal year. The Annual Report and Single Audit presented are for the fiscal year ending September 30, 2023.

The Audit Committee convened to review the reports with the external auditor on April 26, 2024, prior to submission to the City Council, and they recommend approval by the City Council of the annual financial reports as presented.

Financial statements and single audits are required and completed on an annual basis and cover the City's fiscal year beginning October 1 and ending September 30.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

N/A

Attachments:

Presentation:

Gayla Thornton, Tina Dierschke

Approvals/Reviews:

Jonathan Flores	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Austin Reed, Planning Technician, Planning and Development Services

Meeting Date: May 7, 2024

Item type: Regular Item

Caption:

Consider a request for an appeal of the Planning Commission's approval of Conditional Use CU24-03 for a Short-Term Rental located at 2246 Joy Road (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Summary/History:

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------|---------------------|
| 1. | CU24-03 PC Memo | CU24-03 PC Memo.pdf |
|----|-----------------|---------------------|

Presentation:

Aaron Vannoy

Approvals/Reviews:

Austin Reed	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved
Theresa James	Approved
Heather Stastny	Final Approval

MEMO



Meeting

Date: March 18, 2024

To: Planning Commission

From: Austin Reed
Planner, City of San Angelo

Request: Approval of a Conditional Use for a short-term rental within District 1 in an RS-1 zone.

Background: CU24-03 - A request for a Conditional Use for a short-term rental located at 2246 Joy Rd.

This is a Lake Nasworthy property with water access, making it an attractive location for those looking to visit San Angelo and enjoy the lake. The property has an approved Zoning Variance from 2019 to allow the driveway to be an all-weather surface, but otherwise meets the Zoning Ordinance requirements for a short-term rental. There are no other active short-term rentals with a Conditional Use on the same road.

Notification: 11 Notifications were sent. We received 8 in opposition and 0 in favor.

Eight oppositions have been received through mail within the notification range, and 35 oppositions were received from outside of the notification range. The responses expressed an opposition towards short-term rentals generally, and that the subject property is "too small of a lot." Only those within the range were included within this memo.

Planning Commission Requested Action:

Staff recommends **APPROVAL** of a request for Conditional Use for a short-term rental located at 2246 Joy Rd with **three (3) conditions of approval**.

- Maintain two paved off-street parking spaces
- Obtain a Change of Occupancy from Permits & Inspections
- Obtain a fire inspection annually

Property



Responses

March 8, 2024

Attn: Planning and Development Services

We reside on a peaceful and serene street where each home is owned by people aged 60 to 80. We all agree that short-term rentals can cause several issues such as noise disturbances, unfamiliar faces coming and going, parking problems, and more. My husband and I have had a terrible experience with two houses next to ours that were rented out every week for two years, during which different renters showed disrespect, created chaos, and littered the surroundings near our house. When we tried to discuss the problem with the property owner, he did not pay any attention to our concerns and only focused on maximizing his profits, even though we, along with other residents, have been living here for more than a decade. The houses in the area do not have privacy fences but are surrounded by chain link or wrought iron fencing that does not block the view. We have witnessed renters using the lake and bushes as their bathroom, to name a few incidents. Therefore, we do not want any short-term renters who can ruin the peaceful life that we have worked so hard to enjoy.

Sincerely,

David and Mary Staha

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

CASE #: CU24-03

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: STAHA DAVID A & MARY ULRICH
Address: 2226 JOY RD

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

David Staha

As the owner of property located at 2246 Joy Road, I am defiantly opposed to a zone change for 2246 Joy Road.

A few reasons are:

1. The lots are narrow and very close together.
2. There is limited parking for each home.
3. Many homeowners are retired and live in the area on a permanent basis.
4. The waterfront may be overcrowded with boats during the day which will not allow space for homeowners to swim.

Paula Scott Wojtek
3/9/2024
2242 JOY ROAD

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

CASE #: CU24-03

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: WOJTEK PAULA SCOTT
Address: 2242 JOY RD

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

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

CASE #: CU24-03

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: BURNEY DONALD A & JUDITH A
Address: 2238 JOY RD

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Donald A Burney

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

CASE #: CU24-03

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: CHEATLE EDGAR G & RANDA B
Address: 2230 JOY RD

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Randa Cheattle

CASE #: CU24-03

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: DUKE TOM C & JANE S
Address: 2234 JOY RD

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments: WE ARE VEHEMENTLY OPPOSED TO THIS REQUEST.
IT WILL TURN OUR PEACEFUL NEIGHBORHOOD INTO
A PLAYGROUND FOR VISITORS.



The City Of San Angelo, Texas
Planning Division
52 West College Avenue, 76903

LANCASTER JERRY & LORETTA
1003 WOODLAND PARK AVE
MIDLAND, TX 79705-1909

NOTICE OF PUBLIC HEARING

RE: Conditional Use CU24-03

02/29/2024

WHEN: Monday, March 18, 2024, at 9:00 AM

WHERE: East Mezzanine Room, City Hall, located at 72 W College Avenue

CONCERNING: A request for a Conditional Use in the Single-Family Residential (RS-1) Zoning District located at 2246 Joy Road, San Angelo, Texas.

REASON: To operate a short-term rental.

OPERATOR: Makayla Gorman/Dylan Burns – (806) 281 - 8477

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below.

The attached map shows the area of this request. Only that area which is colored red on the map is being considered for this request. The solid green boundary line around the subject area is only the notification area.

Planning Commission members are citizens appointed by San Angelo's City Council, specifically to hear and decide certain matters regarding the use and development of land within the city limits of San Angelo.

An appeal of the Planning Commission's decision on conditional use approval shall be made to the City Council within 30 days of the final action by the Planning Commission. The appeal shall be submitted in writing to the Planning Director and processed in accordance with the Zoning Ordinance.

If you have questions about these proceedings, please contact the Planning Department at telephone number 325-657-4210 or by email at planning@cosatx.us

For the PLANNING COMMISSION

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

CASE #: CU24-03

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: LANCASTER JERRY & LORETTA

Address: 2250 JOY RD

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

There is very little parking. These lots are super narrow with very little space between the homes and zero space between our back & their deck.

Signature: *Jerry Lancaster*

2250 Joy Rd



The City Of San Angelo, Texas
Planning Division
52 West College Avenue, 76903

NOTICE OF PUBLIC HEARING

RE: Conditional Use CU24-03

02/29/2024

WHEN: Monday, March 18, 2024, at 9:00 AM

WHERE: East Mezzanine Room, City Hall, located at 72 W College Avenue

CONCERNING: A request for a Conditional Use in the Single-Family Residential (RS-1) Zoning District located at 2246 Joy Road, San Angelo, Texas.

REASON: To operate a short-term rental.

OPERATOR: Makayla Gorman/Dylan Burns – (806) 281 - 8477

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If you have questions about these proceedings, please contact the Planning Department at telephone number 325-657-4210 or by email at planning@cosatx.us

For the PLANNING COMMISSION

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

CASE #: CU24-03

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: LANCASTER JERRY & LORETTA

Address: 2250 JOY RD

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

William R. Harper
2258 Joy Rd

Signature: *Ray Harper*



The City Of San Angelo, Texas
Planning Division
52 West College Avenue, 76903

NOTICE OF PUBLIC HEARING

RE: Conditional Use CU24-03

02/29/2024

WHEN: Monday, March 18, 2024, at 9:00 AM

WHERE: East Mezzanine Room, City Hall, located at 72 W College Avenue

CONCERNING: A request for a Conditional Use in the Single-Family Residential (RS-1) Zoning District located at 2246 Joy Road, San Angelo, Texas.

REASON: To operate a short-term rental.

OPERATOR: Makayla Gorman/Dylan Burns - (806) 281 - 8477

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below.

The attached map shows the area of this request. Only that area which is colored red on the map is being considered for this request. The solid green boundary line around the subject area is only the notification area.

Planning Commission members are citizens appointed by San Angelo's City Council, specifically to hear and decide certain matters regarding the use and development of land within the city limits of San Angelo.

An appeal of the Planning Commission's decision on conditional use approval shall be made to the City Council within 30 days of the final action by the Planning Commission. The appeal shall be submitted in writing to the Planning Director and processed in accordance with the Zoning Ordinance.

If you have questions about these proceedings, please contact the Planning Department at telephone number 325-657-4210 or by email at planning@cosatx.us

For the PLANNING COMMISSION

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

CASE #: CU24-03

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: LANCASTER JERRY & LORETTA
Address: 2250 JOY RD

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

Due to narrow property and family homes on Joy Rd the noise if parties are held there it will get loud and the parking would be an issue.

2278 Joy Road

Signature: _____

Judy & Don Hefner