



City Council Agenda 12/3/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held December 3, 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. Proclaiming December 7, 2024 as Concho Christmas Celebration Day

4. Public Comment

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

5. Consent Agenda

- a. Consider approving the November 19, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Consider accepting a 313.68 sq-ft. utility easement for the placement of a water main, water meter and fire hydrant at 7401 Knickerbocker Rd. and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Kevin Pate)
- c. Consider awarding RFB-CFM-02-25 Plumbing Maintenance and Repair Services to 3D's Plumbing, Black Plumbing Services, Superior Services, and True Tex Plumbing LLC, and authorizing the City Manager to negotiate and execute all related documents (Kyle Henry)
- d. Consider ratifying a COSADC resolution authorizing the Board President to negotiate and execute a professional services agreement with Parkhill Smith & Cooper, Inc. for a sum not to exceed \$275,000 to perform professional engineering and design services for the preparation of engineering plans and technical specifications for infrastructure improvements in Phase II of the San Angelo Business & Industrial Park, a project authorized under Chapters 501 and 505 of the Development Corporation Act for infrastructure improvements necessary for development of a portion of the San Angelo Business and Industrial Park (Michael Dane)
- e. Second reading of an ordinance for Z24-14, a request for a zone change from the Single-Family Residential Zoning District to Low-Rise Multifamily Zoning District for properties located on Block 53 of Lasker's Addition (Aaron Vannoy)
- f. Second reading of an ordinance for PD24-05, a request to rezone the Crosswinds Subdivision, approximately 22.876 acres off Houston Harte Fwy. and Anne Dr. to a Planned Development with an underlying zoning of RS-3 and also allow Single-family and Two-family Residential with modified setbacks (Aaron Vannoy)

- g. Second reading of an ordinance for PD24-06, a request for a zone change at the Village East Retirement Community from the General/Heavy Commercial Zoning District to a new Planned Development district with a base zoning of Low-Rise Multifamily, modifying setbacks and lot sizes and allowing accessory uses for a retirement community (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. Discussion and possible action of Animal Services dog intake policies (Presentation made by Assistant Director of Neighborhood & Family Services Morgan Chegwiddden)
- b. Consider ratifying a COSADC resolution authorizing the Board President to negotiate and execute an Economic Development Incentive Agreement with Skyline Aviation, in an amount not to exceed \$1,000,000.00, a project authorized under Chapters 501 & 505 of the Texas Development Corporation Act necessary to promote economic development and expand business enterprises which create or retain primary jobs (Presentation made by Interim Director of Economic Development Michael Dane)
- c. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for incomplete projects and capital items from fiscal year 2024 to consider carrying over into fiscal year 2025 for continuation of those items, and winter storm Uri funds (Presentation made by Finance Director Tina Dierschke)
- d. First reading and public hearing of an ordinance extending the temporary changes to Chapter 12 "Planning and Development" Article 12.04 "Signs" in the City Code of Ordinances, to allow additional time for preparation of permanent amendments to the Sign Ordinance (Presentation made by Planning and Development Services Director Aaron Vannoy)
- e. Consider a resolution authorizing the City of San Angelo to apply for the Resilient Communities program through the Texas General Land Office's Department of Community Development & Revitalization to begin the process of updating San Angelo's Comprehensive Plan (Presentation made by Planning & Development Services Director Aaron Vannoy)
- f. Consider authorizing the City Manager to negotiate and execute a right-of-way license use agreement with Full Circle Properties, LLC, to allow for a new parking area to encroach into the public right-of-way located at 36 W. 24th St. (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:

- a. Section 551.071 - Consultation with attorney regarding Marc 3 Border Patrol hangar paving contract
- b. Section 551.072 - Deliberations about real property regarding approximately 316 acres out of the Sarah R. Robertson Survey 178

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations:
Economic Development Corporation: Lorenzo Lasater (SMD 1) to a first term ending February 2026
Parks & Recreation Advisory Board: Heather Hegwood (SMD 3) to a first term ending December 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 27th day of November 2024, at 3:52 p.m.



Heather Stastny, City Clerk

All agenda items are subject to action. The City Council reserves the right to consider business out of posted order and/or 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

2024 Marks the thirty-first annual Concho Christmas Celebration's Annual Tour of Lights. The celebration, with over 3 million lights, is one of the largest Christmas lighting events in the State of Texas. The event offers a two and one-half mile walking or driving tour beginning behind the main Post Office on the corner of Abe Street and 1st Street and ending at El Paseo de Sant Angela.

Those involved consist of approximately 400 community volunteers who greet tour guests, inmates from the Texas Department of Criminal Justice, Daniel Webster Wallis Unit, who assist with installation of Christmas scenes, and members of the San Angelo Restaurant Association who supply meals to the inmates.

The Community Christmas Tree Lighting Ceremony will be held Saturday, December 7, 2024, at 5:15 p.m. at the corner of South Chadbourne and West Concho Avenue. Activities will include the San Angelo Community Band conducted by Dr. Constance Kelley of Angelo State University and the Twin Mountain Tonesmen directed by Mark Clark.

The Community Tree lighting will be followed by the 22nd annual Lights of Christmas Parade, at 6:00 p.m., which may be viewed on Chadbourne between 4th Street & Concho Avenue, on Concho Avenue between Chadbourne & Oakes, on Oakes back to 2nd Street.

The Tour of Lights can be seen Sunday through Thursday from 6:00 to 10:00 p.m., and each Friday and Saturday from 6:00 p.m. to Midnight, December 7th through December 31st, 2024.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim December 7, 2024 as

CONCHO CHRISTMAS CELEBRATION DAY

and encourage citizens to join the activities and view the magnificent holiday lights that have become a community treasure.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 3rd day of December 2024.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, November 19, 2024

Present:

Mayor Brenda Gunter
Pro tem Lucy Gonzales, SMD 4
Council Member Tommy Hiebert, SMD 1
Council Member Harry Thomas, SMD 3
Council Member Karen Hesse Smith, SMD 5
Council Member Larry Miller, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, November 19, 2024 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

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

3. Proclamations/Recognitions

No proclamations/recognitions.

4. Public Comment

CVCAA Executive Director Mike Burnett (SMD 1), CVCAA Development & Assessment Director Sarah Negovetich (SMD 6) and Concho Valley Regional Food Bank Executive Director Brent Jenkins (SMD 3) spoke to the homeless and hunger issues in the area and announced events for Hunger & Homelessness Awareness Week and other programs available.

Keep San Angelo Beautiful Manager Charlotte Anderson presented Council Member Harry Thomas with the State of Texas Alliance for Recycling All-Star Elected Official award.

Citizen Renee Lacey (SMD 3) expressed concern on the planning for natural disasters and the potential increase of traffic and population an interstate is expected to bring; and suggested a Cowboy Christmas themed event.

Chamber of Commerce Economic Development Vice President Michael Looney provided an update on the Amazon distribution facility.

5. Consent Agenda

- a. Approval of the November 5, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for 2024 Street Bond Issue, SAISD school resource officer program, Concho Christmas Celebration, and Street sweeper purchase (Tina Dierschke) (Pg. 453, 2024-094)
- c. Consider granting a ten-year lease to DLH Wendland LLC for .604 acres of land adjacent to their property and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres)

- d. Consider approving HGAC Contract #SW04-20 for the purchase of one street sweeper from Tymco, Inc., in the amount of \$363,675 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- e. Consider approving Buyboard Contract #698-23 for the purchase of 28 sets of bunker gear, 15 firefighting helmets, 33 sets of fire bunker boots, and 6 leather shields to Casco Industries for the amount of \$108,321, budgeted for purchase in fiscal year 2025, with the option to purchase up to \$69,000 of additional equipment at staff's discretion pending available funds, and authorizing the City Manager to negotiate and execute all related documents (Cory Sanders)
- f. Consider approving a Naming Rights Agreement for the Coliseum between the City of San Angelo, Citywise Marketing, LLC, and CRC Roofers, LLC and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- g. Consider a resolution authorizing the City Manager and Chief of Police to negotiate and execute all necessary documents to establish a Law Enforcement Mutual Aid Task Force (Craig Thomason) (Pg. 455, 2024-095)

Motion: Council Member Thomas made a motion, seconded by Council Member Miller, to approve the Consent Agenda, with the exception of item 5g. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to approve item 5g. as presented by Assistant Police Chief Craig Thomason. The motion carried unanimously (6) ayes to (0) nays, with no public comment.

6. Regular Agenda

- a. Consider approving TIRZ incentive requests for the following items:
 - 1. North TIRZ private project located at 2505 Martin Luther King Blvd. totaling \$75,000
 - 2. North TIRZ private project located at 323 W. 26th St. totaling \$75,000
 - 3. South TIRZ Tax Reimbursement for the property at 109 S. Chadbourne St. for a total of 5 years for approximately \$52,105 (Presentation made by Planning & Development Services Director Aaron Vannoy)

Motion: Council Member Gonzales made a motion, seconded by Council Member Hesse Smith, to approve item 6a.(1) as presented. The motion carried unanimously (6) ayes to (0) nays, with no public comment.

Motion: Council Member Gonzales made a motion, seconded by Council Member Hesse Smith, to approve item 6a.(2) as presented. The motion carried unanimously (6) ayes to (0) nays, with no public comment.

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve item 6a.(3) as presented. The motion carried unanimously (6) ayes to (0) nays, with no public comment.

- b. First reading and public hearing of an ordinance for Z24-14, a request for a zone change from the Single-Family Residential Zoning District to Low-Rise Multifamily Zoning District for properties located on Block 53 of Lasker's Addition (Presentation made by Planning & Development Services Director Aaron Vannoy)

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

- c. First reading and public hearing of an ordinance for PD24-05, a request to rezone the Crosswinds Subdivision, approximately 22.876 acres off Houston Harte Freeway and Anne Dr. to a Planned Development with an underlying zoning of RS-3 and also allow Single-family and Two-family Residential with modified setbacks (Presentation made by Planning & Development Services Director Aaron Vannoy)

Motion: Council Member Gonzales 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.

- d. First reading and public hearing of an ordinance for PD24-06, a request for a zone change at the Village East Retirement Community from the General/Heavy Commercial zoning district to a new Planned Development district with a base zoning of Low-Rise Multifamily, modifying setbacks and lot sizes and allowing accessory uses for a retirement community (Presentation made by Planning & Development Services Director Aaron Vannoy)

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

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 the Requirement that Meetings be Open under the following sections:

8. Follow Up and Administrative Issues

- a. Consideration of items discussed in Closed Session, if needed
- b. Announcements and consideration of Future Agenda Items
-Consider December 2024 and January 2025 meeting dates

Meeting dates remain the 1st and 3rd Tuesday of the month at this time.

9. Adjournment

Motion: Council Member Gonzales made a motion, seconded by Council Member Hiebert, 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 at 9:26 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: December 3, 2024

Item type: Consent Item

Caption:

Consider accepting a 313.68 sq-ft. utility easement for the placement of a water main, water meter and fire hydrant at 7401 Knickerbocker Rd. and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Kevin Pate)

Staff Recommendation:

Accept

Summary/History:

The City is requesting an easement to place a water main, water meter and fire hydrant on this privately owned property. The property owner has agreed to this proposed utility easement and City staff recommends approval of this utility easement.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Staff recommends acceptance of the easement.

Attachments:

- | | | |
|----|------------------|----------------------|
| 1. | Utility Easement | Utility Easement.pdf |
|----|------------------|----------------------|

Presentation:

Sarah Tackett, Kevin Pate

Approvals/Reviews:

Sarah Tackett	Created/Initiated
Sarah Tackett	Approved
Brandon Dyson	Approved
Kevin Pate	Approved

Heather Stastny

Final Approval

Lake Nasworthy Addition
Group Marina
Cabinet F, Slide 98, PR

BLOCK 1

LOT 3

S88°16'39"E
24.67'

Fd. 2" Alum. Cap
@ W. Cor. Lot 3

**313.68 Sq.Ft.
Utility Easement**

N73°33'03"W
193.55'

N01°43'21"E
17.28'

N02°49'49"W
136.49'

P.O.B.

L=7.98'
R=1,372.43'
Δ=0°19'59"
L.C.=S00°10'18"E
7.98'

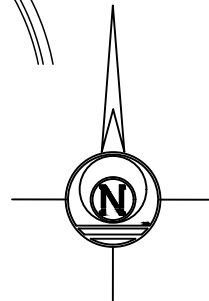
S71°15'14"W
26.61'

MARY E. LEE ROAD

LOT 4

LEGEND:

- Found 1/2" Iron Pipe or Rod
(unless otherwise noted)
- Set 1/2" Iron Rod with Cap
- Point for Corner
(no monument set)



SCALE: 1"=20'

0 10 20 40
GRAPHIC SCALE : FEET

BEARINGS ARE BASED UPON THE
PLAT OF RECORD.

7401 KNICKERBOCKER ROAD

PLAT SHOWING A SURVEY OF A 313.68 SQUARE FOOT UTILITY
EASEMENT OUT OF LOT 3, BLOCK 1, LAKE NASWORTHY ADDITION,
GROUP MARINA, CITY OF SAN ANGELO, TOM GREEN COUNTY,
TEXAS, AS PER PLAT RECORDED IN CABINET F, SLIDE 98, PLAT
RECORDS OF TOM GREEN COUNTY, TEXAS.

This survey is prepared for the exclusive use and benefit of the purchaser of this
survey and for the specific transaction for which this survey is intended. Use of
this survey cannot be transferred or assigned to a third party. Not valid without
the original signature and seal of a Registered Professional Land Surveyor.

This is to certify that this map or plat and the survey on which it is based were
in accordance with the requirements set forth in the Professional Land Surveying
Practices Act in effect as of the date of this survey.

Dated: November 12, 2024.



RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeffrey Tomlinson, Purchasing Manager, Facilities Maintenance

Meeting Date: December 3, 2024

Item type: Consent Item

Caption:

Consider awarding RFB-CFM-02-25 Plumbing Maintenance and Repair Services to 3D's Plumbing, Black Plumbing Services, Superior Services, and True Tex Plumbing LLC, and authorizing the City Manager to negotiate and execute all related documents (Kyle Henry)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo is accepting sealed bids to establish a Fixed Price Agreement with multiple vendors with qualified contractor(s) for providing Plumbing Maintenance & Repair Services to approximately sixty-five (65) facilities. The services will generally include, but not be limited to, installation, maintenance, and service calls, in both commercial and residential properties.

There will be alternate contractors also selected to provide services should the primary not be able to respond in the manner and time frame deemed necessary by the City Representative placing the initial service request.

Should the scope and/or complexity of a specific project exceed City guidelines, or in the event of an emergency, the City reserves the right to request quotes or bids from additional providers.

Locations of the work shall include, but not be limited to, the following buildings:

- City Hall
- City Hall Annex
- Fort Concho
- Ralph Chase State Building
- Mathis Field Airport
- Animal Services Building
- San Angelo Police Department
- Municipal Court

The number of facilities may increase as new facilities are completed. Services required will include installation, maintenance, Hydro-jet services for slow-drain or clogged sewer lines, and service calls on an as-

needed basis. This agreement will contain a fixed pricing structure for the term of the agreement. The bidder shall provide hourly and overtime hourly rates for journeyman, apprentice, and any laborer/helper in their employ.

Funding Source(s):

Financial Impact:

Various City Departments & Accounts/Funds will be utilized.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------------|---------------------------------|
| 1. | 01 RFB CFM-02-25 Plumbing | 01 RFB CFM-02-25 Plumbing.pdf |
| 2. | 00 Bid Tabulation CFM-02-25 | 00 Bid Tabulation CFM-02-25.pdf |

Presentation:

Kyle Henry

Approvals/Reviews:

Jeffrey Tomlinson	Created/Initiated
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



City of San Angelo

REQUEST FOR BIDS

RFB CFM-02-25
Construction and Facilities Maintenance
Plumbing Maintenance and Repair Services

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 TO BID

1.1 General

The City of San Angelo is accepting sealed bids to establish a Fixed Price Agreement with multiple vendors with qualified contractor(s) for providing Plumbing Maintenance & Repair Services to approximately sixty-five (65) facilities. The services will generally include, but not be limited to, installation, maintenance, and service calls, in both commercial and residential properties.

There will be alternate contractors also selected to provide services should the primary not be able to respond in the manner and time frame deemed necessary by the City Representative placing the initial service request.

Should the scope and/or complexity of a specific project exceed City guidelines, or in the event of an emergency, the City reserves the right to request quotes or bids from additional providers.

Locations of the work shall include, but not be limited to, the following buildings:

- City Hall
- City Hall Annex
- Fort Concho
- Ralph Chase State Building
- Mathis Field Airport
- Animal Services Building
- San Angelo Police Department
- Municipal Court

The number of facilities may increase as new facilities are completed. Services required will include installation, maintenance, Hydro-jet services for slow-drain or clogged sewer line, and service calls on an as-needed basis. This agreement will contain a fixed pricing structure for the term of the agreement. The Bidder shall provide hourly and overtime hourly rates for journeyman, apprentice, and any laborer/helper in their employ.

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 CFM-02-25 / Plumbing Repairs and Replacements

1.4 Non-Mandatory Pre-Bid Conference

A non-mandatory pre-bid conference will be held on **October 16, 2024, at 10:00 A.M, Local Time** located at City Hall 2nd floor conference room (72 W. College Ave., San Angelo, TX 76903). Representatives of the City will discuss the project and answer questions regarding bid procedures.



1.5 Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the Special Insurance Rider 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](#), the 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 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.

1.15 Bid Term

This bid will be for one (1) year effective from the award date by the City Council. Two (2) additional one (1) year term extensions will be available subject to agreement by both parties.

The respondent must notify the City ninety (90) days prior to the end of each term as to their intention to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given for termination.

1.16 Points of Contact

Jessica Pirkle, Purchasing Specialist

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

Kyle Henry, Manager

Construction and Facilities Maintenance Department
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903



2. INSTRUCTIONS TO BIDDERS

2.1 Corrections, Additions, or Deletions

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

2.2 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.

2.3 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.

2.4 Taxes

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

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.



2.10 Acceptance

The vendor's signature on the bid response constitutes an offer to sell under the terms and conditions contained in the bid (CFM-02-25). 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.

2.11 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 (CFM-02-25), 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.

2.12 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.

2.13 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 affected 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.

2.14 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.

2.15 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.

2.16 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.

2.17 Modifications

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



2.18 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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.

2.23 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.



2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 Legal Venue

Tom Green County, Texas



2.30 Funds – Price

The vendor submitting the lowest and best 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.

2.31 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.

2.32 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.

2.33 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.



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 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.

3.6 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".

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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. GENERAL NOTES

The general notes listed herein are grouped by general category or work but are applicable to all items of work for the entire project. As referred to herein, the City refers to the City of San Angelo, the Engineer, and/or any of their designated representatives. The total bid submitted shall be the total compensation provided to the contractor for the work to be performed in this contract. Any work provided for herein and not paid for directly shall be considered subsidiary to the various bid items of the contract and no direct payment shall be made.

4.1 General

- A. All work and materials shall be installed in accordance with and meet or exceed all applicable federal, state and city codes, and standards.
- B. The Contractor "Provider" shall provide all materials, equipment, to include hydro-jet equipment, and labor necessary to perform maintenance, repair, installation, or alteration of various types of plumbing systems including water heaters, drainage supply lines, and sewer systems.
- C. Specialty and/or rental equipment shall be itemized and invoiced as a separate line item. Specialty equipment shall be supplied by Plumbing Contractor (Provider). A reasonable markup rate is allowed at the percentage rate (MPO) as stipulated in the bid document. Verification of the rental fee and mark up shall be provided to City upon request.
- D. Contractor shall maintain a current Certificate of Insurance with the City's Risk Management Department prior to any work being performed. Insurance and indemnification requirements are included in this draft Service Agreement.
- E. Should the contractor not be able to respond within a reasonable amount of time, as determined by the City, the City shall have the right to select the next lowest bidder. The process shall continue until a contractor is selected.
- F. Contractor will be responsible for obtaining all necessary permits, inspections, and payment of all fees.
- G. Contractor shall be licensed by the State of Texas and must hold a current contractor's registration, and be in good standing, with the City of San Angelo Inspection and Permits Department.
- H. Any and all sub-contractors shall be approved by the City prior to their commencement of work on any City property.
- I. Sub-contractors performing work for the bidder shall have appropriate federal, state, and/or local licenses.
- J. Sub-contractors performing work for the bidder shall have certificates of insurance on file with the City of San Angelo's Risk Management Department prior to any work being performed.
- K. Some work areas may be security sensitive. City shall have the right to perform criminal background investigations on bidder and any employees of the bidder who will be performing work in such secure areas and/or allow their employees to be escorted by duly authorized personnel.
- L. The City and Bidder shall comply with all applicable contract provisions when performing work requiring an expenditure of federal funds (e.g., Airport Improvement Projects).
- M. Contractor is responsible for securing work areas and cleaning up all trash and debris upon completion of work.
- N. Installation of equipment and materials shall be performed in accordance with all applicable federal, state, and local codes and ordinances.
- O. Contractor shall install, by approved methods, UL approved materials, devices, and equipment at all times.



- P. The City shall have the right to inspect all materials and equipment to be installed.
- Q. The Contractor shall have all work performed inspected and approved by the City of San Angelo's Inspection & Permits Department.
- R. Material Profit and Overhead- Materials, supplies, equipment, equipment rentals shall be invoiced at bidders' cost-plus mark-up. All invoices must reflect the MPO as a separate line item.
- S. The City will compensate Contractor for one (1) Journeyman per service call, unless the scope of the project requires two or more to assist in the completion of the project/service call.

4.2 Definitions

Call Back - A direct response from a contractor to the City, to confirm an emergency service request, estimated time of arrival, etc. (nominally shall be within 30 minutes of the original emergency request for service). The Contractor shall provide a 24 hour-a-day contact number for emergency service requests.

Emergency Work – Any work, identified by an authorized City representative, that is necessary for the continued operation of the City of San Angelo's infrastructure or which directly impacts the citizens of San Angelo. For example; Machinery or systems that are critical to the operation of the City and rendered out of service by act of God or other unforeseen circumstance or condition requiring immediate repair or replacement.

Holiday Hours - Holiday Hours as used within this agreement are defined as any period of time worked on New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day.

Non-Emergency Work – Routine service request where the work has not been identified as an emergency by the City.

Overtime Hours - Overtime Hours as used within this agreement is defined as any period within a twenty-four-hour (24) period worked, with the consent of the City, beyond Regular Hours (as identified in Exhibit "C").

Regular Hours - Regular Hours as used within this agreement is defined as any eight (8) hour period within a twenty-four (24) hour period. Nominally: 8 am-5pm, unless otherwise specified (Exhibit "C").

4.3 Non-Emergency Work

The response time on non-emergency work (Service Call) shall not exceed three hours from the time of notification from an authorized representative of the City of San Angelo, unless other arrangements have been made and approved by an authorized City representative. All work shall be performed during normal business hours, unless otherwise approved by an authorized representative of the City.

4.4 Emergency Work

For purposes of this section, the authorized representative of the City shall decide whether a specific situation is an emergency. The response time to the job site for any emergency repairs shall not exceed one and one half (1½) hours from the time of notification. The response time for emergency repairs shall apply twenty-four (24) hours a day including weekends and holidays.

Call Back times after a request for emergency service has been made shall be no longer than thirty (30) minutes.



4.5 Rates

Rates shall be the appropriate rates for regular, overtime and holiday hours and no more than rates charged for similar work to other similar customers.

4.6 Delivery Lead Times

The contractor shall furnish an estimated delivery lead-time for any materials or supplies provided in conjunction with this contract.

4.7 Licensing

Contractor and Sub-Contractors (if applicable) must be licensed by the State of Texas, must hold a current registration with the City of San Angelo Inspection and Permits Department, and applicable insurance certificates on file, and approved by the City's Risk Department.

Copies of certificate and license number(s) for all Masters, Journeyman, and Apprentice employees must be submitted with the bid proposal. **Failure to provide a copy of licenses and all other required information used to determine contractor's eligibility to perform this work will result in rejection of the bid.**

4.8 Code Compliance

All work, including installation of equipment shall be performed in accordance with all applicable federal, state, and local codes. Contractor shall install UL approved materials, devices, and equipment at all times. All installed materials, equipment, appliances, fixtures, piping, etc. shall meet OSHA and/or City Code requirements. The City shall have the right to inspect all materials and equipment to be installed.

4.9 Background Investigations

Some work areas may be security sensitive. The City shall have the right to perform criminal background investigations on bidder and any employees of the bidder (including any and all sub-contractors) who may perform work in City facilities. Contractor, his employees and any subcontractors shall be responsible for the performance of all Work contemplated by this document. The failure of any one person or entity to acquire and maintain necessary clearance shall not excuse the performance of Work required by these specifications.

4.10 Permits and Inspections

Contractor will be responsible for obtaining all necessary permits, inspections, and payment of all fees.

4.11 Clean up

Contractor is responsible for securing work areas and cleaning up all trash and debris upon completions of work.

4.12 Profit and Overhead

Materials, supplies, and equipment purchases shall be invoiced at a cost-plus percentage for profit and overhead. The percentage shall not be increased during the term of the contract except as provided the Terms and Conditions section "Escalation".

4.13 Complex Services

The City reserves the right to solicit quotes/bids from all selected vendors as may be dictated by the scope and complexity of the required services.

When a quote is requested, the hourly rate shall remain the contracted rate. However, the material profit and overhead may be adjusted – subject to approval of an authorized City Official.

All quote submissions shall be itemized in writing describing the scope of work to be performed.



4.14 Response Time

- A. A normal workweek shall be considered Monday – Friday, from 8:00 AM to 5:00 PM, Local Time.
 - i. Bidder shall respond and be onsite, within a minimum of three (3) hours from the time of first call, unless other arrangements are made at the time the service request is made
 - ii. Should the service request not be considered an **EMERGENCY**, and the Contractor is not able to respond within a reasonable period of time necessary for the service request time frame (as determined by the City representative placing the call), the City has the right to contact the next lowest bidder.
- B. Nights, Weekends, and Holidays:
 - i. Should an EMERGENCY request for service be placed with the Contractor or the Contractor's call service, the Contractor should return the call within a minimum of thirty (30) minutes.
 - ii. **Emergency responses-** Contractor shall be on-site within one and one-half (1 ½) hours from the time of notification by an authorized representative of the City.
 - iii. **Should the contractor not be able to be on-site within the above timeframe, the City reserves the right to contact next lowest bidder(s).**
 - iv. **The Contractor shall list an after-hour contact number in the bid sheet.**

4.15 Labor Hourly Rates

Labor price shall be based on a per hour rate to provide a master, journeyman, apprentice, helper/laborer and overtime rate, etc. Hourly labor rates cannot be less than the prevailing wage rate for the appropriate location and class of labor. This does not prevent the bidder from paying more than the prevailing wage.

The Labor/Hourly Rates will remain in effect throughout the term of the bid except as provided in the Terms and Conditions section "Price Escalation".

4.16 Material Profit and Overhead

Materials, supplies, equipment, equipment rentals shall be invoiced at bidders' cost-plus mark-up, as designated on the bid sheet, for Material Profit and Overhead (MPO). Permit fees will be invoiced at cost. The percentage of MPO cannot be increased, except as permitted in a Request for Bid or when negotiated during the option to extend the contract at the end of the original term in accordance with the terms prescribed in section "Price Escalation".

4.17 Complex Project Quotes

The City shall have the right to solicit quotes from other vendors as may be dictated by the scope and complexity of services requested. This Request is for routine installation and maintenance service calls.

Where quotes are requested, the hourly rate shall remain consistent with the hourly rate quoted in this bid, adjusting only the percentage for material profit and overhead (MPO). Bidder shall submit itemized quotes in writing and describe the scope of work to be performed. The City will award to the bidder providing the best value to the City.

4.18 Purchase Orders

Work requests will be on an "As Needed Basis". The award of a contract under this Request for Bids does not guarantee any frequency or quantity of work. Work requests placed by the City will be accompanied by a Purchase Order Number (PO). All invoices must reference the appropriate PO number, department name, job site, and the name of the City employee requesting the service. **No work shall commence on City property prior to the issuance of a Purchase Order signed by an authorized Procurement Official.** Failure to obtain a Purchase Order prior to the commencement of any work shall be at the risk of the provider.



4.19 Invoicing

Invoices submitted shall be itemized, include labor and material with the Purchase Order clearly stated. Invoices presented for payment that are not itemized will not be considered valid and will be rejected. Invoices shall list and include the total hours worked by each class of provider (Master, Journeyman, Apprentice, etc.), materials used, unit costs, and extended price. If requested, bidder shall provide a copy of paid invoices in order to verify the cost-plus mark-up.

4.20 Extra Work

At any time during the term of the Agreement, City may request that Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Services, but which the parties did not reasonably anticipate would be necessary at the execution of the Agreement. Provider shall not perform, nor be compensated for, Extra Work without prior written authorization of a duly authorized City Representative.



5. SCOPE OF WORK

5.1 Scope of Services

Services performed will include plumbing services as required hereunder and in accordance with RFB CFM-02-25 to provide plumbing and repair services to City-owned facilities.

Services will generally include (but not be limited to) installation and service calls in both commercial and residential properties. Services will include installation, maintenance, repair, hydro-jet, and general service calls on an as-needed basis. Provider shall either own or have access to water-jet equipment, if necessary, to complete a service request for clearing a drainage system.



6. SUBMISSION REQUIREMENTS

- Bid Tab (Excel)
- Certification Federally Funded
- Conflict of Interest Questionnaire
- Contact Information Form
 - **IRS Form W-9**
- Debarment and Suspension Certification
- Local Preference Consideration Application
- Prohibited Contracts Form
- List of References
- Special Insurance Rider
 - **Certificate of Insurance (Acord 25)**
- 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.



City of San Angelo Purchasing Division
RFB Bid Tabulation • CFM-02-25 / Plumbing Maintenance & Repair Services

Company Name:

Doucet Plumbing Inc dba 3Ds
Plumbing

True Tex Plumbing, LLC

Black Plumbing Services, LLC

Superior Servces

1 Hourly Rates

	Regular	Overtime	Holiday
A. Masters Rate	\$ 90.00	\$ 135.00	\$ 135.00
B. Journeyman	\$ 90.00	\$ 135.00	\$ 135.00
C. Apprentice	\$ 30.00	\$ 45.00	\$ 45.00
D. Laborer/Helper	\$ 30.00	\$ 45.00	\$ 45.00
E. Hydro Jett Sewer Lines	\$ 275.00	\$ 412.50	\$ 412.50
F. Backhoe with Operator	\$ 300.00	\$ 300.00	\$ 300.00

Regular	Overtime	Holiday
\$ 130.00	\$ 195.00	\$ 195.00
\$ 130.00	\$ 195.00	\$ 195.00
\$ 25.00	\$ 37.50	\$ 37.50
\$ 25.00	\$ 37.50	\$ 37.50
\$ 295.00	\$ 442.50	\$ 442.50
\$ 580.00	\$ 645.00	\$ 645.00

Regular	Overtime	Holiday
\$ 120.00	\$ 180.00	\$ 270.00
\$ 120.00	\$ 180.00	\$ 270.00
\$ 30.00	\$ 45.00	\$ 60.00
\$ 30.00	\$ 45.00	\$ 60.00
\$350 (2hr min)	\$525 (2hr min)	\$787.50 (2hr min)
\$237.50 (4hr min)	\$356.25 (4hr min)	\$534.37 (4hr min)

Regular	Overtime	Holiday
\$ 150.00	\$ 225.00	\$ 225.00
\$ 150.00	\$ 225.00	\$ 225.00
\$ 30.00	\$ 45.00	\$ 45.00
\$ 30.00	\$ 45.00	\$ 45.00
\$ 180.00	\$ 270.00	\$ 270.00
\$ 262.50	\$ 393.75	\$ 393.75

2 Materials, Profit and Overhead (MPO)

Materials, supplies, equipment and equipment rentals shall be invoiced at bidders cost plus _____ percent (%).

25%

30%

20%

50%

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: December 3, 2024

Item type: Consent Item

Caption:

Consider ratifying a COSADC resolution authorizing the Board President to negotiate and execute a professional services agreement with Parkhill Smith & Cooper, Inc. for a sum not to exceed \$275,000 to perform professional engineering and design services for the preparation of engineering plans and technical specifications for infrastructure improvements in Phase II of the San Angelo Business & Industrial Park, a project authorized under Chapters 501 and 505 of the Development Corporation Act for infrastructure improvements necessary for development of a portion of the San Angelo Business and Industrial Park (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

Staff has requested a proposal from Parkhill for the engineering design of Phase 2.3, the final area of Phase 2 of the Industrial Park. The proposal includes:

- Preliminary Design
- Surveying
- Platting
- Infrastructure Design
- Bidding & Construction Phase Services

Staff feels that it is advisable to prepare plans for this phase in order to be able to pursue Economic Development Administration or other grant funding which may be available. Many of these grants require that engineering plans be complete or in progress prior to grant application. This also provides an opportunity to address any recommended revisions to the overall layout in light of the sales history in the Park thus far.

Funding Source(s):

Financial Impact:

\$275,000 from Future Projects to a new project account. Budget amendment required.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------|-----------------------|
| 1. | Phase 2.3 Exhibit | Phase 2.3 Exhibit.pdf |
|----|-------------------|-----------------------|

Presentation:

Michael Dane

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Michael Dane	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

FINAL PLAT OF
BLOCKS 3, 4 & 5
SAN ANGELO GATEWAY
ADDITION SECTION 2
CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS

Being a 153.007 Ac. Tract
Located in, C.C.S.D. & R.G.N.G. RR. CO., SURVEY NO. 1111,
City of San Angelo and County of Tom Green, Texas

Owner / Developer: THE CITY OF SAN ANGELO
DEVELOPMENT CORPORATION
10.057 ACRES IN A 142.950 ACRES IN A
40.000 ACRE TRACT IN 406.674 ACRE TRACT IN
DOC. 201702244 VOL. 798, PG. 801
O.P.R.T.G.C. O.P.R.T.G.C.

300' 150' 0' 300'
Original Scale: 1"=300'

NOTE: THE BEARINGS SHOWN HEREON REFER
TO THE TEXAS COORDINATE SYSTEM CENTRAL
ZONE NAD 1983 (THETA ANGLE = -00°01'24").

LEGEND

- PLAT LIMITS
- LOT LINES
- NEW EASEMENTS
- EXISTING LOT LINES
& RIGHT OF WAY
- EXISTING EASEMENTS

OWNER &
DEVELOPER:

THE CITY OF SAN ANGELO DEVELOPMENT CORP.
500 Rio Concho Dr.
San Angelo, Texas 76903

ENGINEER:

Parkhill, Smith & Cooper, Inc.
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

SURVEYOR:

Aaron Burrell Land Surveyors, LLC.
415 W. Wall St., #204
Midland, Texas 79701

COUNTY CLERK

FILED FOR RECORD THIS 30th DAY OF September 2021
COUNTY CLERK OF TOM GREEN COUNTY, TX.

BY: *Marian Seimas*
Deputy Clerk

THIS PLAT IS FILED IN CABINET H, SLIDE 34
PLAT RECORDS OF TOM GREEN COUNTY, TEXAS

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	98.26'	65.00'	86°37'03"	N 10°17'59" W	89.17'
C2	244.99'	150.00'	93°34'47"	N 79°36'06" E	218.65'
C3	150.80'	100.00'	86°24'14"	N 10°23'25" W	136.91'
C4	356.52'	200.00'	102°08'04"	N 75°20'21" E	311.15'
C5	348.62'	739.90'	28°59'46"	S 40°05'53" E	345.40'
C6	582.27'	660.00'	50°32'52"	N 28°19'11" W	563.57'
C7	636.30'	460.00'	79°15'17"	S 06°48'56" E	586.77'
C8	746.96'	540.00'	79°15'17"	S 06°48'56" E	688.82'
C9	50.62'	260.00'	11°09'15"	N 52°01'12" W	50.54'
C10	66.19'	340.00'	11°09'15"	N 52°01'12" W	66.09'
C11	93.82'	60.00'	89°35'29"	S 77°36'26" W	84.55'
C12	94.68'	60.00'	90°24'31"	N 12°23'34" W	85.15'
C13	326.66'	200.00'	93°34'47"	S 79°36'06" W	291.54'

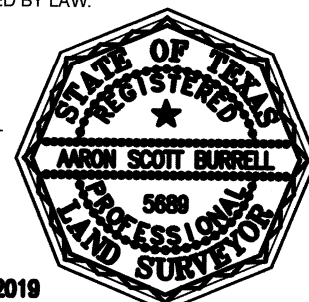
LINE	BEARING	DISTANCE
L1	N 32°48'41" E	30.60'
L2	N 67°35'50" W	58.85'
L3	N 57°35'50" W	60.28'
L4	N 32°43'47" E	141.44'
L5	N 32°48'41" E	200.01'

NOTE:
All required infrastructure and improvements are subject to Memorandum of Understanding (MOU) between City of San Angelo Development Corporation (COSADC) and the City of San Angelo, filed for record with the Tom Green County Clerk as Instrument No. 201911272. Prior to the sale of any land to a future developer, said developer shall enter into a Development Agreement with COSADC ensuring any remaining infrastructure and improvements are installed and completed to the satisfaction.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT I, AARON S. BURRELL, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT CORNER MONUMENTS SHOWN THEREON WILL BE, OR WERE PROPERLY PLACED, UNDER MY SUPERVISION, IN ACCORDANCE WITH THE RULES FOR LAND SUBDIVISION BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO; AND I FURTHER CERTIFY THAT THE TRACT OF LAND HEREIN PLATTED LIES WITHIN THE CITY LIMITS, OR WITHIN THE EXTRATERRITORIAL JURISDICTIONAL AREA OF THE CITY OF SAN ANGELO, TEXAS, AS ESTABLISHED BY LAW.

Aaron S. Burrell, R.P.L.S. #5689
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall Street, Suite 204
Midland, Texas 79701
(432) 848-4439



23 September 2019

ACKNOWLEDGEMENT / DEDICATION

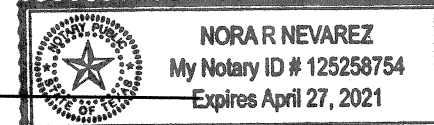
WE, THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION, DO HEREBY ADOPT THIS PLAT AS THE SUBDIVISION OF OUR PROPERTY AND DEDICATE FOR THE USE OF THE PUBLIC THE RIGHTS-OF-WAY AND EASEMENTS SHOWN HEREON.

Todd Kolls
TODD KOLLS - PRESIDENT

STATE OF TEXAS, TOM GREEN COUNTY

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 10/9/19 BY *Nora R Nevarez* IN THE CAPACITY SHOWN.

BY: *Nora R Nevarez*
NOTARY PUBLIC, STATE OF TEXAS



DEPARTMENT OF PUBLIC WORKS

APPROVED FOR RECORDING THIS 31 DAY OF October 2019.

BY: *R. Luma*
DIRECTOR OF PUBLIC WORKS

DEPARTMENT OF WATER UTILITIES

APPROVED FOR RECORDING THIS 31 DAY OF October 2019.

BY: *Carl P. Vel*
DIRECTOR OF WATER UTILITIES

CITY PLANNING COMMISSION

APPROVED FOR RECORDING THIS 18 DAY OF March 2019.

BY: *San Juan*
CHAIRMAN
SECRETARY

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Assistant Director, Planning and Development Services

Meeting Date: December 3, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for Z24-14, a request for a zone change from the Single-Family Residential Zoning District to Low-Rise Multifamily Zoning District for properties located on Block 53 of Lasker's Addition (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The project is to convert a vacant church into 8 units from the main church and a duplex from the church's parsonage. The project will have a few development challenges but is very doable with the change in zoning, working with Building Permits and Fire prevention teams. We are rezoning lots 20-23 to the RM-1 low-rise multifamily zoning district. This zoning district allows for a multitude of housing structures types from single family, two family, zero-lot line, twinhome and townhome, as well as multifamily. The project is within the infill area for housing and eligible for \$5000 per new residential building (up to 8 units available if funding is available). The planning Commission recommended approval with 5-0 support.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------|----------------------------|
| 1. | Z24-14 - Staff Report | Z24-14 - Staff Report.docx |
| 2. | Z24-14 Ordinance | Z24-14 Ordinance.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy
Aaron Vannoy
Brandon Dyson
Aaron Vannoy
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Final Approval

STAFF REPORT
PLANNING COMMISSION – October 21, 2024
City Council First Reading – November 5, 2024

APPLICATION TYPE:	CASE:		
Zone Change	Z24-14: 36 W 24 th Street		
SYNOPSIS:			
Applicant has requested a zone change from Single-Family Residential (RS-1) to Low-Rise Multifamily (RM-1). There are two existing structures on the applicant's property – a church which may be converted to housing, and a house which will also likely function as a residence. There are four lots to the east also included in the zoning. One of these contains a residence, the remaining three are vacant.			
LOCATION:	LEGAL DESCRIPTION(S):		
20-30 Block of w 24 th , near N Chadbourne	Acres: 0.423, Lot: 19 & 20 & W 30 FT OF LOT 18 CHURCH & P, Blk: 53, Subd: LASKER ADDITION Acres: 0.193, Blk: 53, Subd: LASKER ADDITION, W40 FT OF LOT 17 & E20 FT OF LOT 18 Acres: 0.193, Lot: 16 & E 10 FT OF LOT 17, Blk: 53, Subd: LASKER ADDITION Acres: 0.161, Lot: 15, Blk: 53, Subd: LASKER ADDITION Acres: 0.161, Lot: 14, Blk: 53, Subd: LASKER ADDITION		
SM DISTRICT /	ZONING:	FUTURE LAND USE:	SIZE:
SMD #4 – Lucy Gonzales Neighborhood: Reagan	RS-1	Neighborhood	.423 acres
THOROUGHFARE PLAN:			
- West 24th Street – Local Road - N Irving Street – Local Road			
NOTIFICATIONS			
24 notices were mailed. At the time of this report, no notices have been returned.			
STAFF RECOMMENDATION:			
Staff recommend APPROVAL of the zone change from Single-Family Residential (RS-1) to Low-Rise Multifamily (RM-1).			
PROPERTY OWNER/PETITIONER:			
Petitioner: Full Circle Properties, LLC Owner: First Baptist Church of San Angelo, Texas			
STAFF CONTACT:			
Austin Reed Planner (325) 657-4210, Ext. 1550 austin.reed@cosatx.us			

Information:

There are two existing structures on the applicant property. There is an old church which the applicant intends to convert to a multifamily residence, and an old home belonging to the church which may also be sold as a residence. There are four properties to the east to be included in the zone change, which will connect the RM-1 to CG/CH as is commonly seen along the N Chadbourne corridor. Three of these properties are vacant, while a fourth is an existing residence.

Planning Commission evaluation of appropriateness.

Section 213(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request as outlined in #1 through #7 below:

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 future land uses envisioned for this property are “Neighborhood” and “Commercial”, which both align with Low-Rise Multifamily zoning.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.**
While some structures present are legally nonconforming in their building setbacks, a zone change towards Low-Rise Multifamily (RM-1) zoning would not worsen the nonconformity and therefore is not at conflict with the Zoning Ordinance.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.**
This rezoning is compatible with the surrounding area. The subject property is in a strip of Single-Family Residential between commercial zones. It is near North Chadbourne Street and borders CG/CH zoning. As a result, RM-1 zoning at this location can help to provide a transition towards the commercial.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.**
The applicant’s intentions to convert the church into a multifamily residence requires a zone change towards RM-1 zoning.
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.**
Staff does not anticipate any adverse environmental effects.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.**
Multifamily zoning in this area will help to provide diversity in housing, thereby addressing a community need.

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.*

This rezoning will fall in line with the current development patterns of the surrounding area and the Comprehensive Plan, as well. To the north a few blocks are similar examples of pockets of RM-1 which connect RS-1 to the CG/CH that runs along Chadbourne.

Recommendation:

Staff recommend **APPROVAL** of the zone change from Single-Family Residential (RS-1) to Low-Rise Multifamily (RM-1).

Attachments:

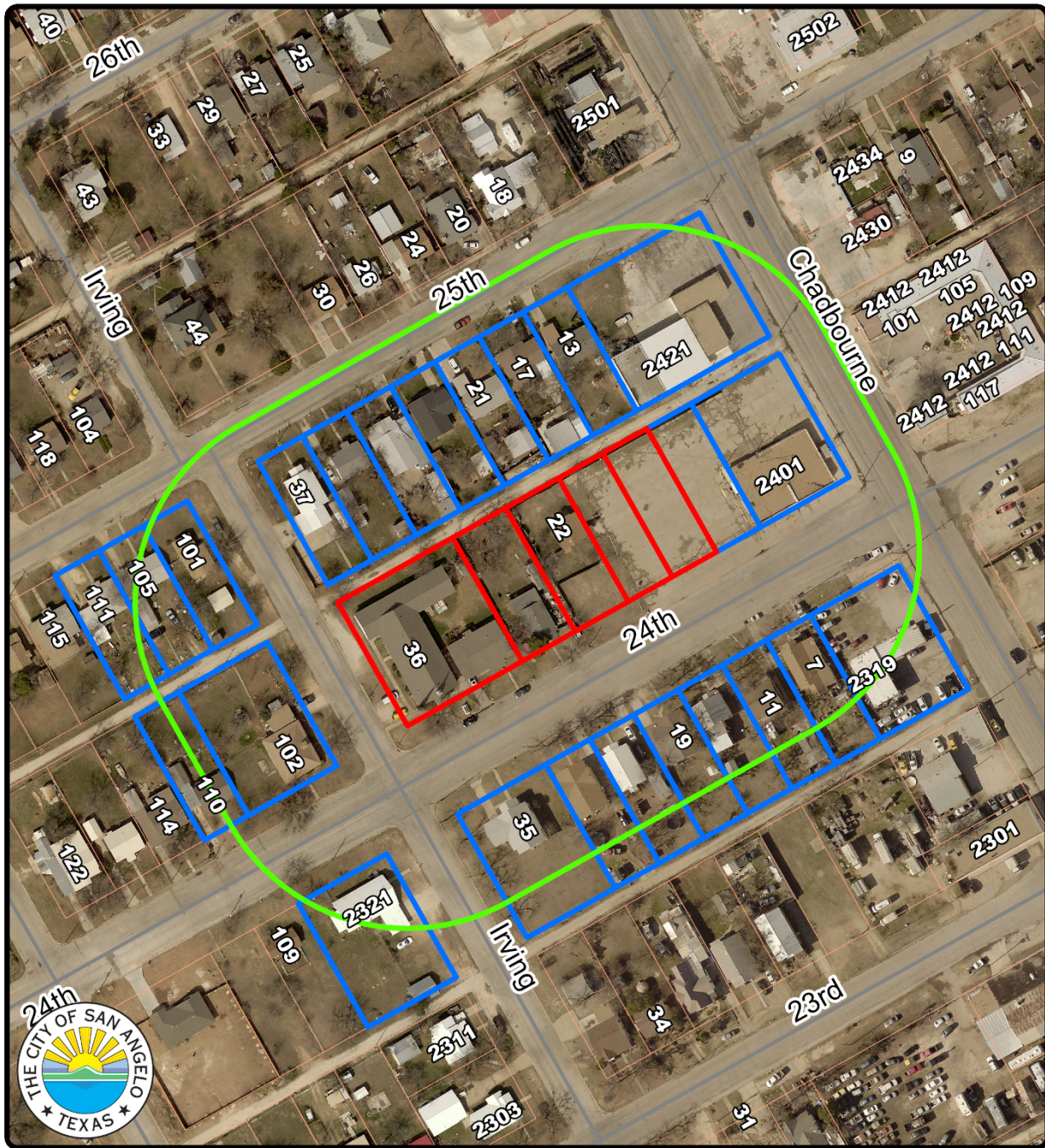
Notification Map

Aerial Map

Zoning Map

Aerial Map

Notification Map



200' Notification Map

Z24-14: 36 W 24th St.

Council District: #4 Lucy Gonzales

Neighborhood: Reagan

Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles

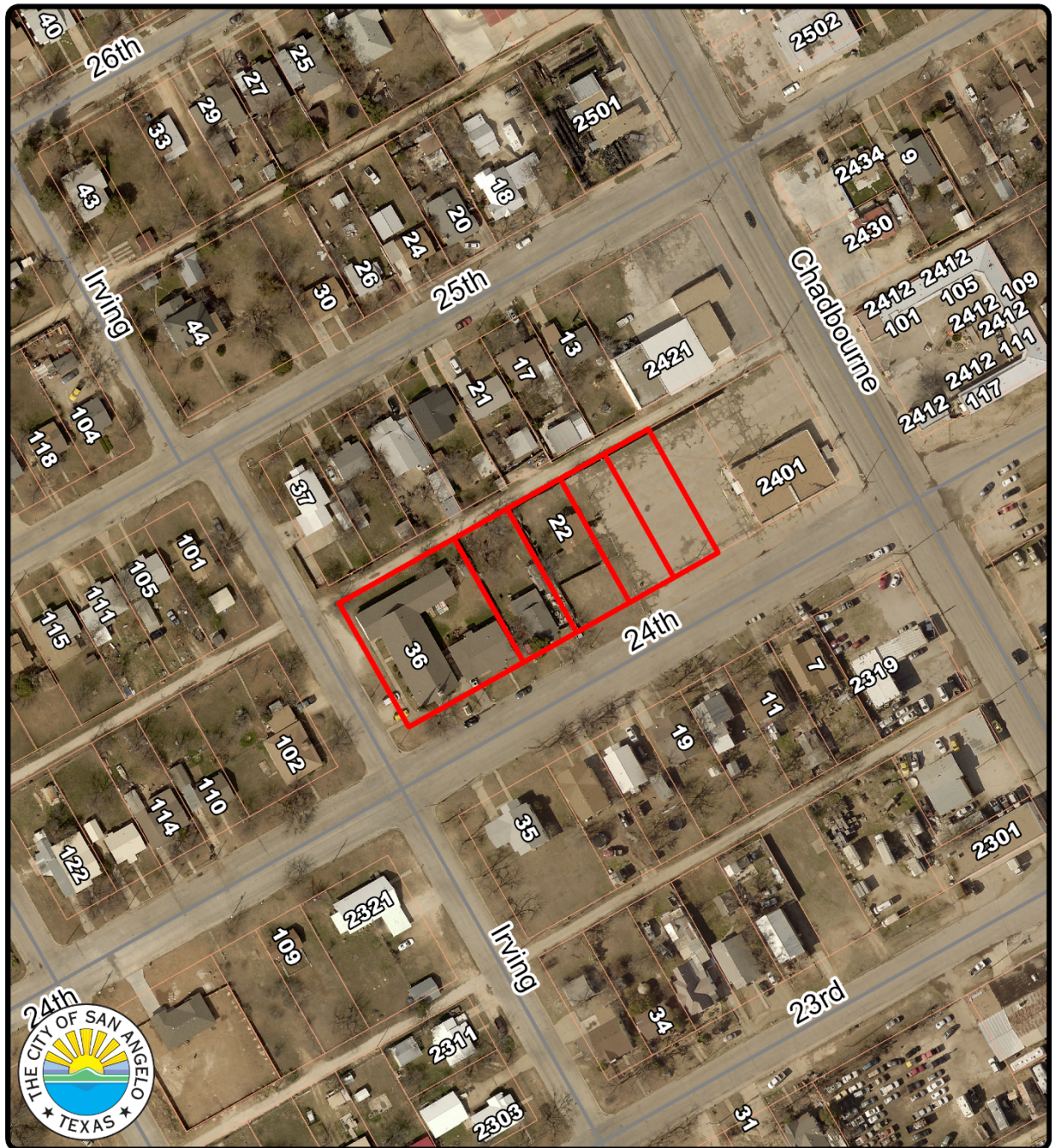
200' Range: —

Subject Property: —

Notified Properties: —



Aerial Map



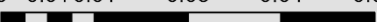
Aerial Map

Z24-14: 36 W 24th St.

Council District: #4 Lucy Gonzales

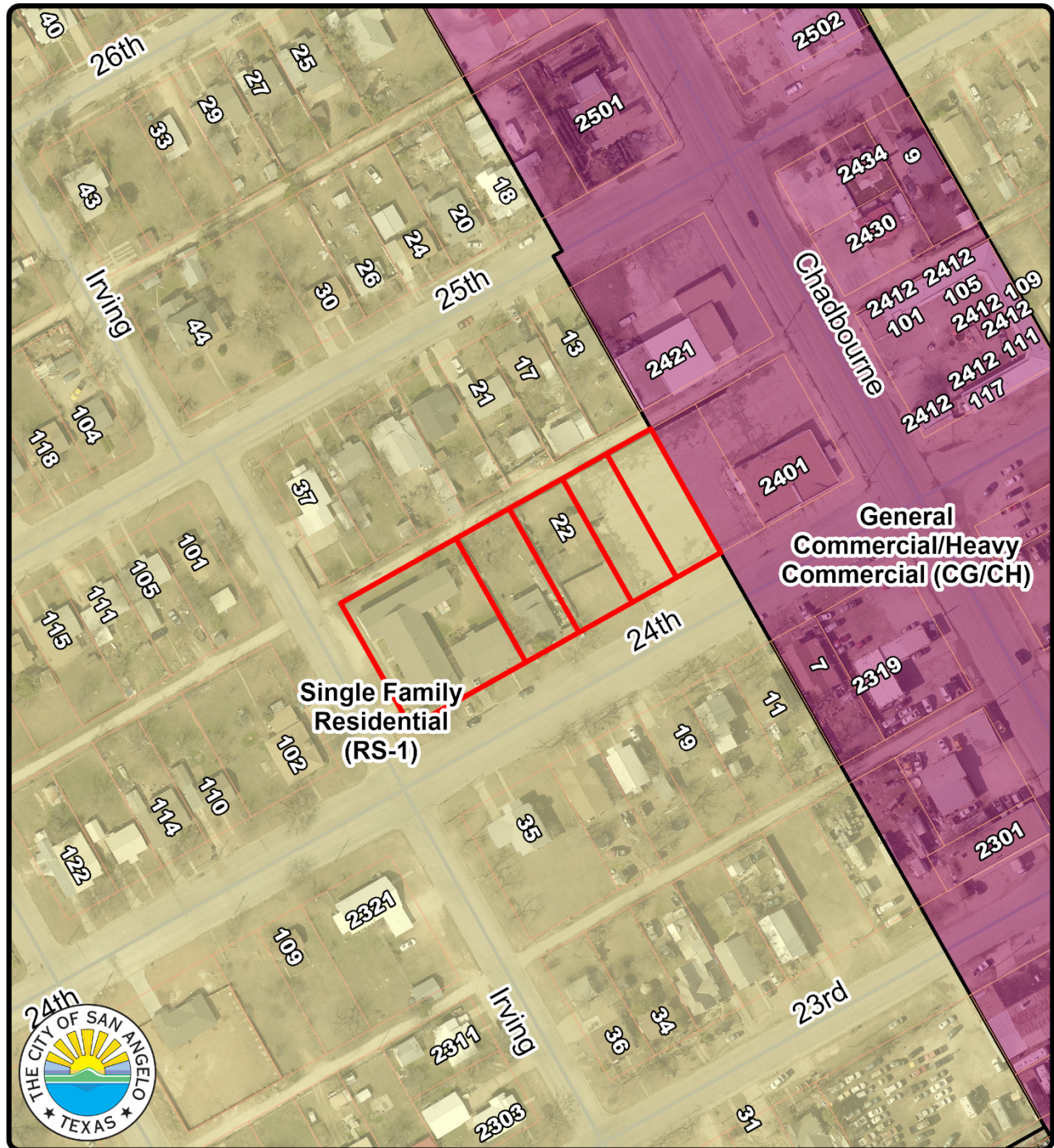
Neighborhood: Reagan

Subject Property: 

Scale:  Miles



Zoning Map



Zoning Map

Z24-14: 36 W 24th St.

Council District: #4 Lucy Gonzales

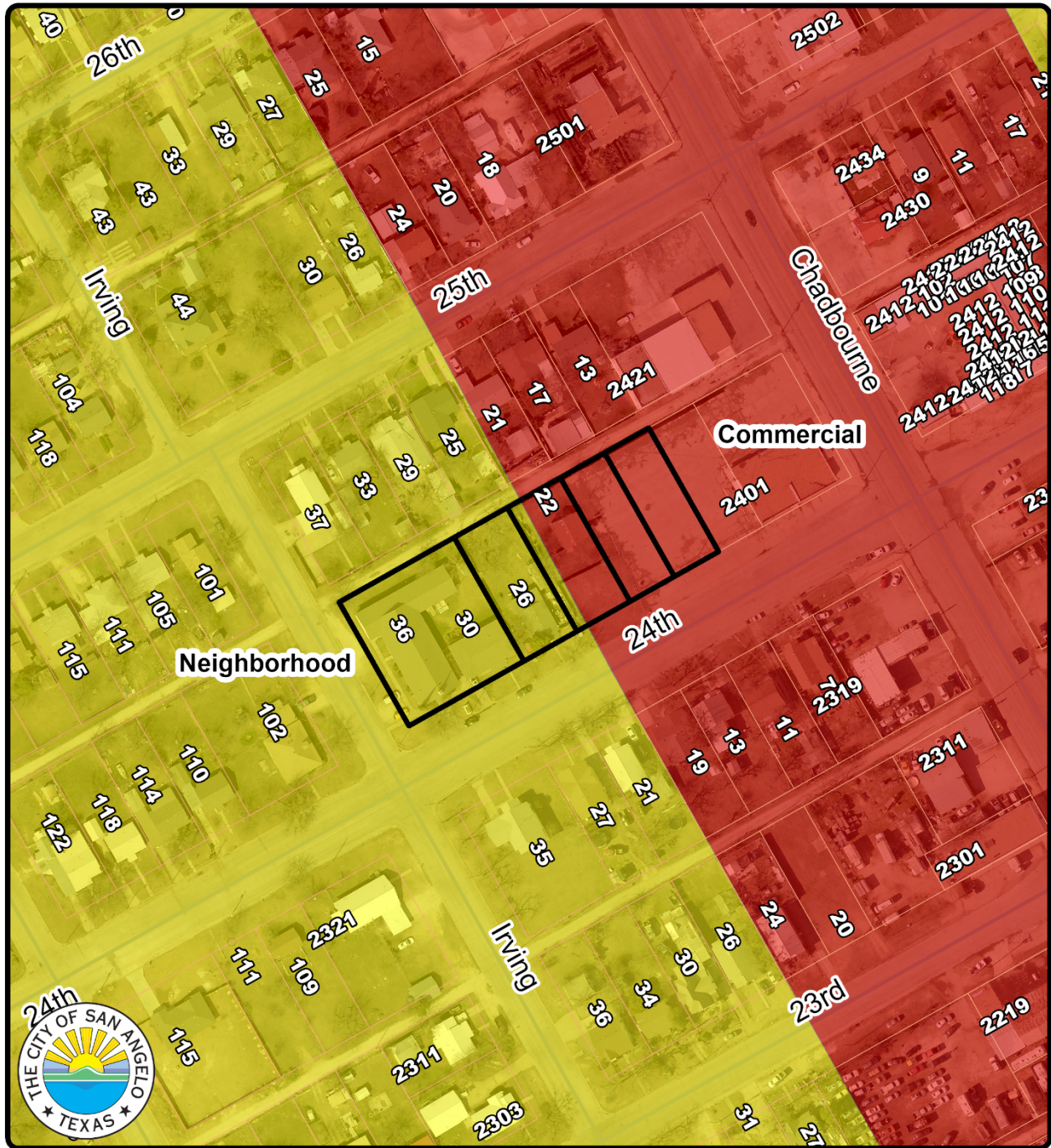
Neighborhood: Reagan

Subject Property: —

Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles



Vision Plan



Vision Plan

Z24-14: 36 W 24th St.

Council District: #4 Lucy Gonzales

Neighborhood: Reagan

Subject Property: ———

Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles



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 CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 1.131 ACRES LOCATED AT LOTS 14-20 IN BLOCK 53 OF THE LASKER ADDITION**; FROM SINGLE-FAMILY RESIDENTIAL (RS-1) TO THE LOW-RISE MULTIFAMILY (RM-1) ZONING DISTRICT, PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z24-14: Lasker Addition Block 53

WHEREAS, on the 21st day of October 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 Low-Rise Multifamily (RM-1) Zoning District; and,

WHEREAS, on the 19th day of November 2024, City Council held a public hearing on Z24-14, 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 Low-Rise Multifamily (RM-1) Zoning District:

The real property being approximately 1.131 acres described as Lots 14, 15, 16, 17, 18, 19, and 20, Block 53, Lasker Addition, within the City of San Angelo, Tom Green County, Texas, as more particularly described and depicted on Exhibit “A” of this Ordinance. (“Zone Change Map”).

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 (**“Zone Change Map”**).

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

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

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

INTRODUCED on the **19th day of November 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of December 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

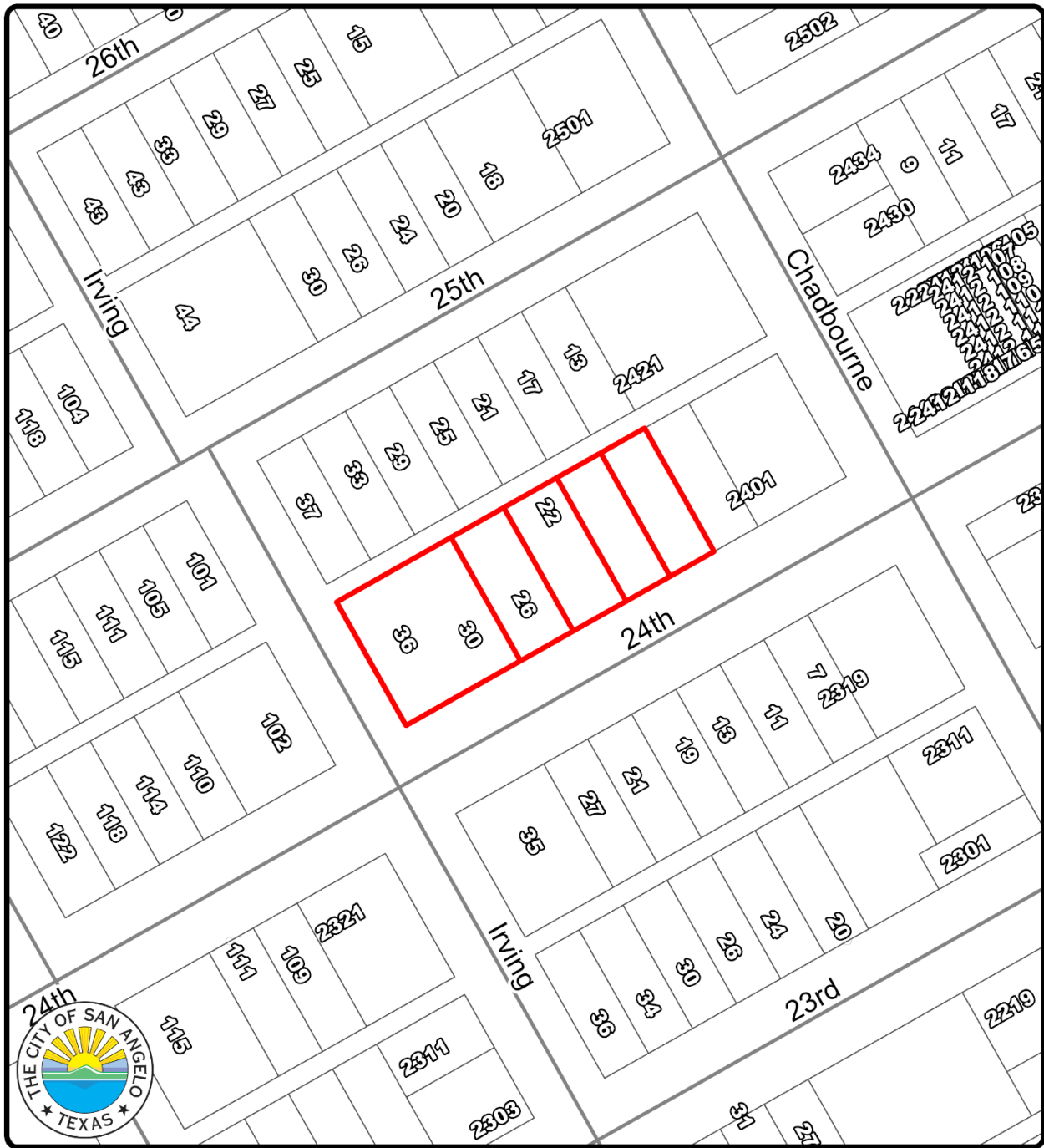
ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

Exhibit "A" (Zone Change Map)



Ordinance Map Z24-14: Lasker Addition, Block 53

Council District: #4 Lucy Gonzales
Neighborhood: Reagan

Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles

Subject Property: —

Existing Zoning: RS-1

Requested Zoning: RM-1



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Assistant Director, Planning and Development Services

Meeting Date: December 3, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for PD24-05, a request to rezone the Crosswinds Subdivision, approximately 22.876 acres off Houston Harte Fwy. and Anne Dr. to a Planned Development with an underlying zoning of RS-3 and also allow Single-family and Two-family Residential with modified setbacks (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

A rezoning request of 22.867 acres, located at 2298 Houston Harte Frontage Road from Z22-27 to a Planned Development PD24-05, which allows the following structure types: Zero Lot Line, Twin Home, Duplex, Two-family, Townhouse, and Single-family homes and the underlying RS-3 Zoning District; reducing front yard setback to 20' front yard setbacks, rear yard setbacks to 15', and double frontage lots determined to have only one front yard aligned with adjacent lots and allowing for a floor to area ratio (FAR) of .70 for each lot.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

The planning Commission voted 5-0 recommending approval of the proposed zone change.

Attachments:

- | | | |
|----|---|--|
| 1. | Crosswinds Revision staff report | Crosswinds Revision staff report.pdf |
| 2. | PD24-05 Zoning Ordiancne - The Crosswinds | PD24-05 Zoning Ordiancne - The Crosswinds.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy

Created/Initiated

Aaron Vannoy
Brandon Dyson
Aaron Vannoy
Heather Stastny

Approved
Approved
Approved
Final Approval



STAFF REPORT – PD24-05

Planning Commission: October 21, 2024

City Council 1st reading: November 19, 2024

City Council 2nd reading: December 3, 2024

APPLICATION TYPE:		CASES:	
Rezoning		PD24-05 The Crossing	
SYNOPSIS:			
The applicant originally had submitted a Rezoning application in 2022. It was discovered the request and presentation were made but the adopting ordinance errors. The City has brought forward the proper requests to rezone a 21+acre piece of property from General Commercial to Planned Development (PD) to encompass, Single family, Two family, Zero Lot Line, Twin home and Townhome, Zoning District with an underlying RS-3(Zero lot line, townhouse and twin home) Zoning District with 20 foot front yard setback, 15 foot rear yard, and on a corner lot with a double frontage only one yard would be considered the front yard and the second yard would be considered a side yard. The floor area ratio will be .70 for this development. This zoning would also give them the flexibility to meet the needs of the market as it evolves.			
LOCATION:		LEGAL DESCRIPTION:	
Generally, 2298 E Houston Harte Frontage Road and Montague		Abst: A-1854 S-0326, SURVEY: G. SCHUBITZ, 1.5 acres: Blk. 1 Subd. MARYLOU ADDITION, Southwest part of Lot 2, being 21.367 AC. [Crosswinds Subdivision has been approved but not yet recorded]	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD District #4 – Gonzales Paul Ann Neighborhood	Current Z22-27 with errors	Neighborhood	21.367 acres
NOTIFICATIONS:			
18 notifications for PD24-05 were mailed within a 200-foot radius on October 5th, 2024.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of a rezoning from the Z22-27 to the Planned Development (PD24-05) to encompass underlying RS-3 Zero Lot Line, Twin home and Townhome and allowing Two-family, and single family with 20-foot front yard setback and 15' rear yard setbacks as minimums and where corner lots exist only one front yard of 20 feet is required, with the second yard having a side yard setback of five feet. As, well as a .70 Floor area ratio for the development.			
PROPERTY OWNER/PETITIONER:			
Applicants: Mission Land Company, LLC			
STAFF CONTACT:			
Aaron Vannoy Director Planning and Development Services (325) 657-4210, Extension 1542 Aaron.vannoy@cosatx.us			

Additional Information: The applicant is wanting to keep the property immediately adjacent to the Huston Harte Expressway in the General Commercial Zoning District. That area will provide a buffer for the mixed housing residential 15+ acres. The residents will have a mix of housing in one area, commercial services available, and employment opportunities.

Rezoning: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request as outlined in #1 through #7 below. Comprehensive Plan Amendments are reviewed in the context of the San Angelo Strategic Plan, the 2009 Update to the Comprehensive Plan and outlined in #1 below:

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.** Staff believes changing the Planned Development is consistent with the policies stated in the Comprehensive Plan and 2019 Housing Study. The intent of the land use slated for this property is such that they will benefit from the different land uses and complement those uses.
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 zoning change from General Commercial to Planned Development with underlying residential types is designed to provide for a comprehensive approach for both the residential uses as well as the commercial use along the Expressway.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** The CG zoning will act as a buffer for the residential property uses from the Houston Harte Freeway.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The applicant is seeking to introduce a more well-rounded residential opportunity for a variety of people with a variety of needs.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** The area is undeveloped but has been identified as a General Commercial site previously but has not developed in that manner. Rezoning a portion of the property to residential will be a less intensive use and have less of an impact on the natural environment.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Staff believes the developer in this case is striving to be able to

meet whatever demonstrated residential need might surface.

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 development patterns for the area are just being established and are designed to be responsive to whenever needs may surface.

Recommendation:

Staff recommends **APPROVAL** of PD24-05 rezoning on the 21.367 acres with an underlying RS-3 Zero Lot Line, Twin home and Townhome and allowing Two-family, and single family with 20-foot front yard setback and 15' rear yard setbacks as minimums and where corner lots exist only one front yard of 20 feet is required, with the second yard having a side yard setback of five feet. As well as a floor area ratio of .70 for the development.

Future Land Use Map

Zoning Map

Notification map



Aerial Map

PD24-05 2298 Houston Harte Frontage Rd

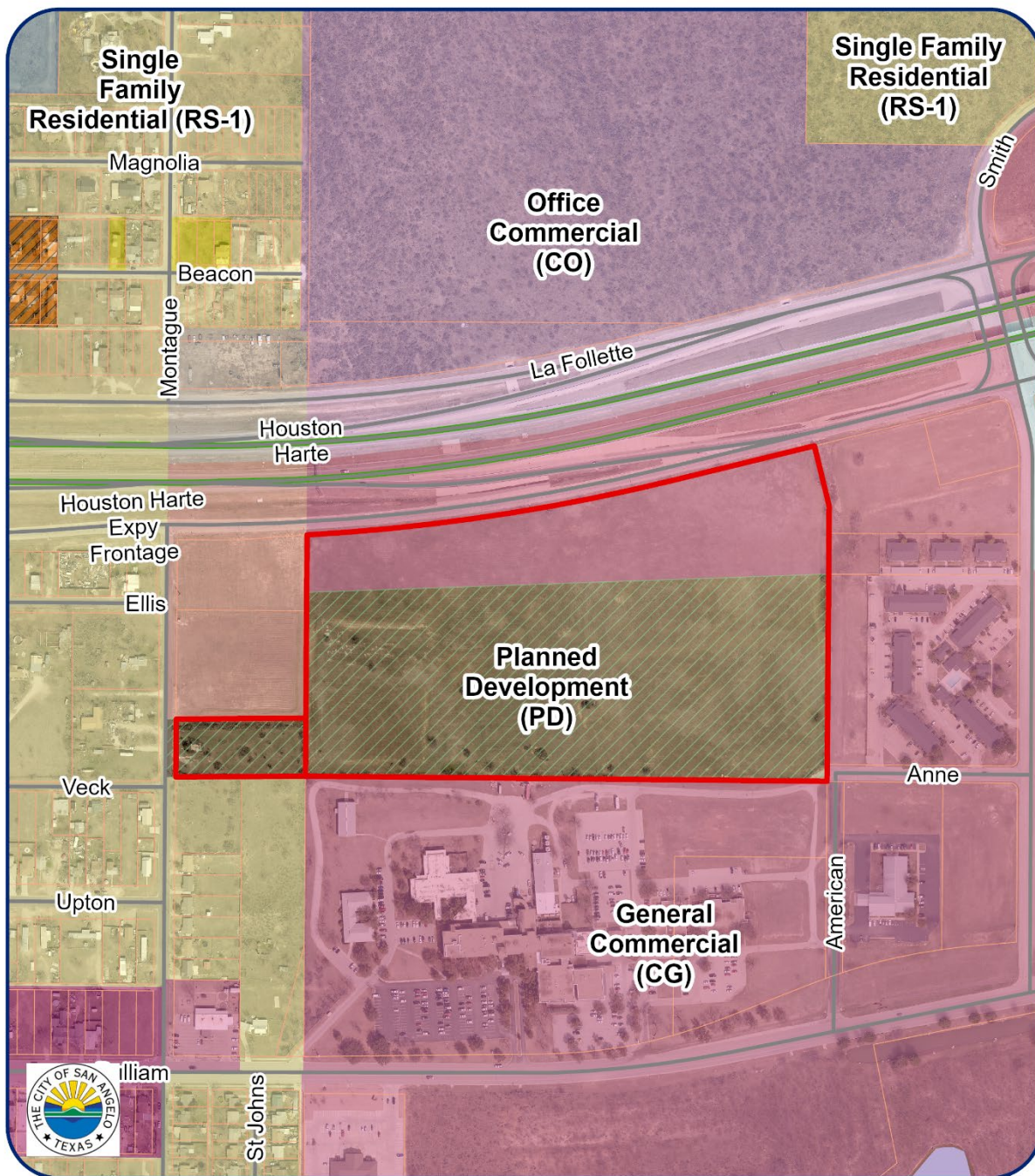
Council District: #4 Lucy Gonzales

Neighborhood: Paulann

Scale: 0 0.050.1 0.2 0.3 0.4
Miles

Subject Properties: —





Zoning Map

PD24-05 2298 Houston Harte Frontage Rd

Council District: #4 Lucy Gonzales

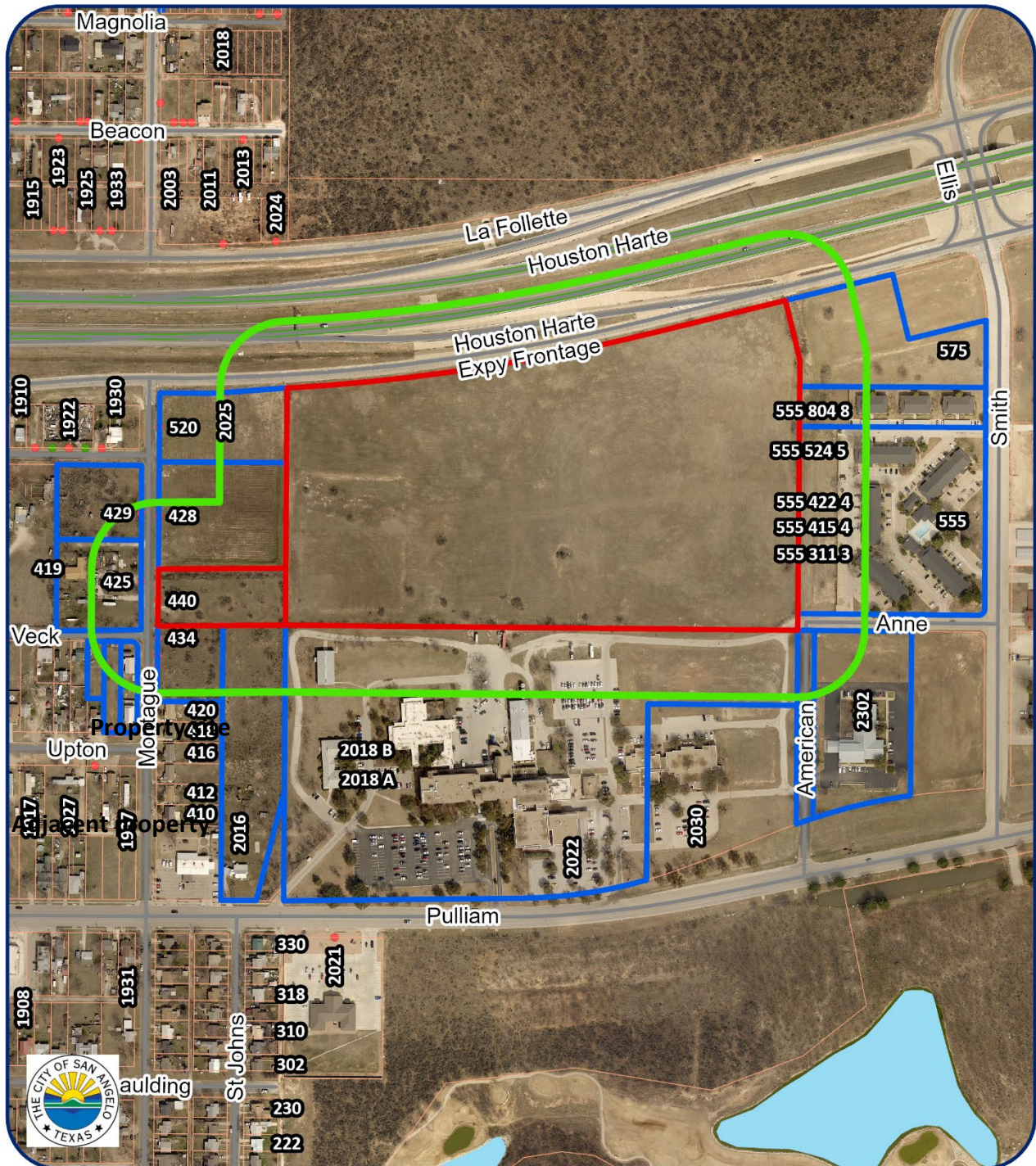
Neighborhood: Paulann

Scale: 0 0.02 0.04 0.07 0.11 0.14
Miles

Subject Properties: —

N





200' Notification Map

PD24-05 2298 Houston Harte Frontage Rd

Council District: #4 Lucy Gonzales

Neighborhood: Paulann

Scale: 0 0.02 0.04 0.07 0.11 0.14
 Miles

Subject Properties:



200' Buffer:



Notified Properties:



N





Property in question

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 22.867 ACRES LOCATED AT 2298 E. HOUSTON HARTE FRONTAGE ROAD (ABST. A-1854 S-0326, SURVEY G. SCHUBITZ BEING 1.5 ACRES AND MARYLOU ADDITION, SOUTHWEST PART OF LOT 2 BEING 21.367 AC);** FROM THE GENERAL COMMERCIAL (GC) ZONING DISTRICT TO A PLANNED DEVELOPMENT DISTRICT WITH UNDERLYING (RS-3) ZONING DISTRICT AND ALLOWING FOR TWO FAMILY AND SINGLE-FAMILY RESIDENTIAL STRUCTURES; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD24-05: 2298 E. Houston Harte Frontage Road

WHEREAS, on the 21st day of October, 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 Planned Development District with underlying (RS-3) Zoning District; and allowing Two Family and Single Family structures and,

WHEREAS, on the 19th day of November 2024, City Council held a public hearing on PD24-05, 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 as permanently zoned Planned Development District with underlying (RS-3) Zoning District and allowing Two family and Single family structures.

The real property generally located 250 feet south of the Houston Harte Frontage Road approximately at 2298 E. Houston Harte Frontage Road, described as ABST. A-1854 S-

0326, SURVEY G. SCHUBITZ; being 1.5 acres and MARYLOU ADDITION, SOUTHWEST PART OF LOT 2, being 21.367 acres; for a total 22.867 acres, City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance.

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

SECTION 3: 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 **19th day of November, 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of December, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

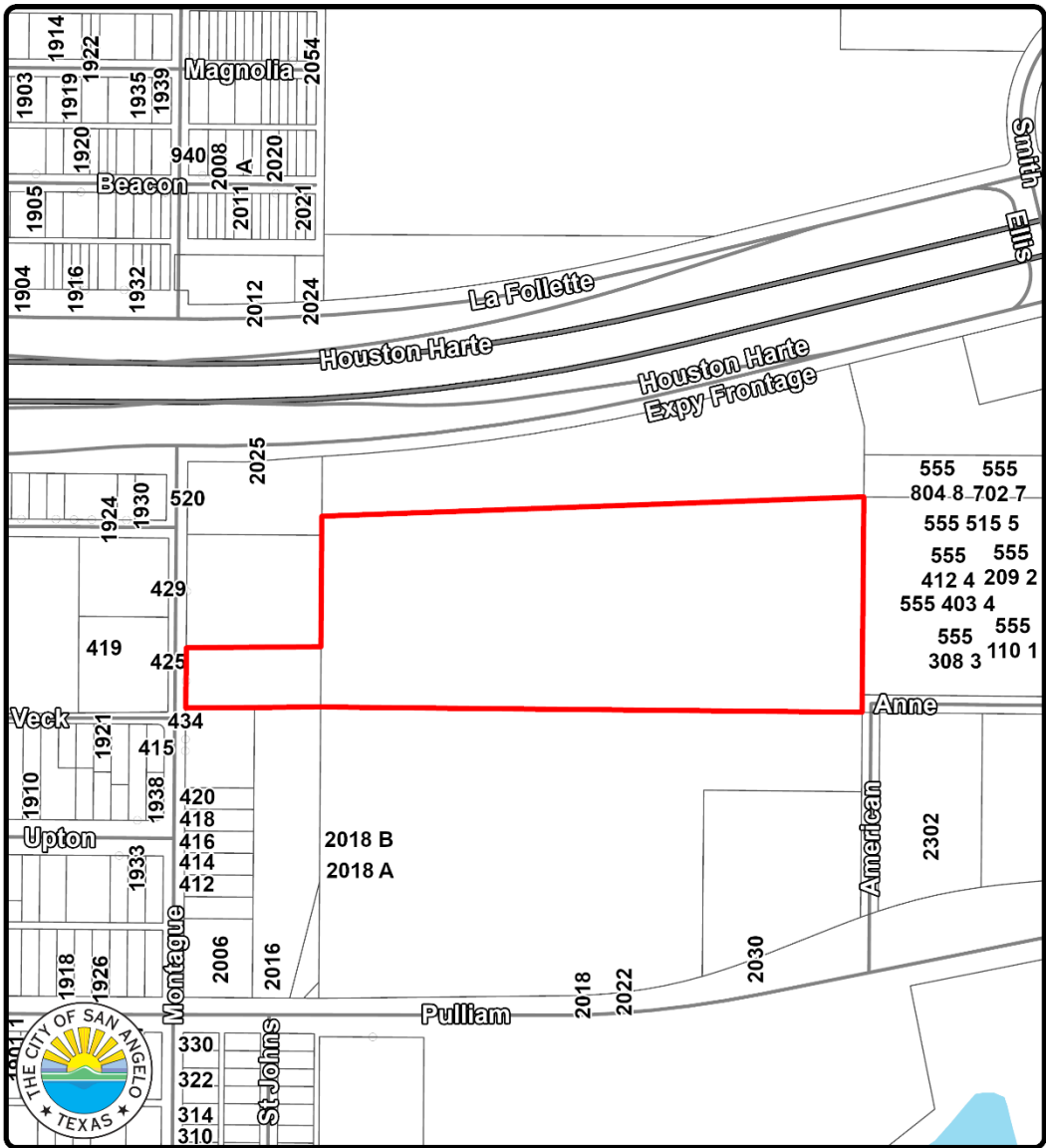
ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

Exhibit "A"



Ordinance Map

PD24-05: 2298 E Houston Harte Frontage Rd.

Council District: #4 Lucy Gonzales

Neighborhood: Paulann

Scale: 0 0.03 0.05 0.1 0.15 0.2 Miles

Subject Property: 
Existing Zoning: CG
Requested Zoning: PD24-05



**Exhibit “B”
Applicable Regulations**

1. Except as otherwise specified, the development of the subject property shall generally conform to the (RS-3) Zoning District standards, also allowed are Single family and two-family structure types.
2. The following development standards shall apply:

Development Standard	Measurement
Minimum Lot Area (sq. ft.)	5,000
Minimum Lot Dimensions (width x depth in feet)	50x100
Minimum Front Yard (feet)	20
Minimum Interior Side Yard (feet)	5
Minimum Double Frontage Side Yard (ft)	5
Minimum Rear Yard (feet)	15
Maximum Floor Area Ratio	.70

3. Lots which normally would be classified as double frontage lots shall have one front yard which aligns with adjacent housing thus making them a single frontage lot with two side yards.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Assistant Director, Planning and Development Services

Meeting Date: December 3, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for PD24-06, a request for a zone change at the Village East Retirement Community from the General/Heavy Commercial Zoning District to a new Planned Development district with a base zoning of Low-Rise Multifamily, modifying setbacks and lot sizes and allowing accessory uses for a retirement community (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The project is to alleviate a tax decision made by the Tom Green County appraisal District. The zoning will allow a larger floor area ratio and lot size, which currently would not be allowed. There are three coordinating plats for this project which have been approved in concept. This is one necessary step for these properties to continue with a homestead, veteran's and other tax relief for local property taxes. The Planning Commission voted 5-0 in recommendation of approval.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | PD24-06 Staff Report v2 | PD24-06 Staff Report v2.pdf |
| 2. | 002 Village East Retirement Community Section One with bldg | 002 Village East Retirement Community Section One with bldg.pdf |
| 3. | 002 Village East Retirement Community Section Three with bldg | 002 Village East Retirement Community Section Three with bldg.pdf |
| 4. | 002 Village East Retirement Community Section Two with bldg | 002 Village East Retirement Community Section Two with bldg.pdf |
| 5. | Zoning Ordinance PD24-06 | Zoning Ordinance PD24-06.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval



STAFF REPORT - PD24-06

Planning Commission: October 21, 2024

City Council 1st reading: November 19, 2024

APPLICATION TYPE:		CASES:	
Zoning/Planned Development		PD24-06: Village East	
SYNOPSIS:			
A request for approval of a Zone Change from the General/Heavy Commercial (CG/CH), PD00-03, and PD08-03 zoning districts to a new Planned Development (PD24-06) district with a base zoning of Low-Rise Multifamily (RM-1), allowing for smaller lots and setbacks than usual, as well as accessory uses for a retirement community.			
LOCATION:		LEGAL DESCRIPTION:	
Three properties located around the intersections of Sul Ross St., Jack Bates Dr., and W Loop 306.		Acres: 6.114, Tract 2A, Block 2, Section 3 Replat Southwest Plaza Addn. Acres: 4.190, Tract 11-B, Block 1, Section 3 Second Replat Southwest Plaza Addn. Acres: 2.385, Tract 4A, Block 3, Section 3 Second Replat in Blk 3 Southwest Plaza Addn.	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #5 – Karen Hesse Smith Neighborhood – Vista del Arroyo	Existing: CG/CH, PD00-03, PD08-03 Proposed: PD24-06	Commercial	23 acres
NOTIFICATIONS:			
10 notifications were mailed within a 200-foot radius on October 4, 2024. No opposition has been received, and around 5 residents of the subject property have expressed that they are in favor.			
STAFF RECOMMENDATION:			
Staff recommend APPROVAL of a Zone Change from the General/Heavy Commercial (CG/CH), PD00-03, and PD08-03 zoning districts to a new Planned Development (PD24-06) district with a base zoning of Low-Rise Multifamily (RM-1), allowing for smaller lots and setbacks than usual and accessory uses for a retirement community.			
PROPERTY OWNER/PETITIONER:			
Applicant: Village East Retirement Community			
STAFF CONTACT:			
Austin Reed Planner (325) 657-4210, ext. 1550 austin.reed@cosatx.us			

Additional Information: This Planned Development district will span the Village East Retirement Community's three residential properties along both sides of Sul Ross. Two of these three properties are under older Planned Development districts which allowed a retirement community under specific provisions. The reason these properties are now seeking a Zone Change is that they wish to replat all the homes into individual lots for tax purposes, which requires a new Planned Development District with new standards. These standards include smaller setbacks and lot sizes, higher floor-area ratios, increased density, and allows for uses accessory to a retirement community. These standards can be found in detail later in this report under "Exhibit A". The plats subdividing these properties will follow the zoning.

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 Vision Plan for this area is "Commercial", which is compatible with a retirement community and the proposed Planned Development district.
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 district is sought so that the property can more comfortably comply with the Zoning Ordinance. Many of the proposed district's standards are similar to what can already be found in other districts like RS-3 (zero-lot-line and townhome zoning).
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** The subject properties are surrounded by other apartments or commercial properties and the retirement community blends relatively well into this area. These properties have already operated in the same fashion for many years.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The applicant is seeking to subdivide each home individually. This cannot be done without an appropriate zoning designation. However, this does not prevent the property from continuing to operate as a retirement community.
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 does not appear to be any adverse effect on the surrounding environment.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** There has been a demonstrated community need for senior housing and the property is currently being used for this purpose.
7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The subject properties have long-since contributed to the pattern of development in the area and will continue to fit into this pattern as its zoning is codified.

Exhibit “A”: Applicable Regulations

1. Except as otherwise specified, the development of the subject property shall generally conform to the Low-rise Multifamily (RM-1) Zoning District standards.
2. Residential uses being part of a retirement community shall be allowed as part of this zoning.
3. Offices and maintenance/storage buildings specifically serving the other properties within the district shall be allowed as part of this zoning.
4. The following development standards shall apply:

Development Standard	PD
<i>Minimum Lot Area</i> (sq. ft.)	
Single-Family Unit	3,800
Two-Family Unit	5,000
Zero Lot Line or Twinhome Unit	2,500
Townhouse Unit	1,875
<i>Minimum Lot Dimensions</i> (feet in width x feet in depth)	
Single-Family Unit	40x75
Two-Family Unit	50x80
Zero Lot Line or Twinhome Unit	27x80
Townhouse Unit	25x75
<i>Minimum Front Yard</i> (feet)	15
<i>Minimum Side Yard</i> (feet)	
One side yard (minimum)	[3]
The other side yard (minimum)	[3]
<i>Minimum Rear Yard</i> (feet)	10
<i>Maximum Floor Area Ratio</i>	.70
<i>Maximum Height</i>	
In feet	35
In stories	2-½
<i>Maximum Density</i> (units/gross acre)	15

[3] Side yard standards are governed by the Zoning Ordinance’s Section 501.A.[3], 501.C, and 501.D.

Recommendation:

Staff recommend **APPROVAL** of a Zone Change from the General/Heavy Commercial (CG/CH), PD00-03, and PD08-03 zoning districts to a new Planned Development (PD24-06) district with a base zoning of Low-Rise Multifamily (RM-1), allowing for smaller lots and setbacks than usual and accessory uses for a retirement community.

Attachments:

Aerial Map 1
Aerial Map 2
Notification Map
Zoning Map
Vision Plan
Plats/Concept Plans
Site photos

Scale: 0 0.01 0.02 0.04 0.06 0.08 Miles



Aerial Map 2



Aerial Map

PD24-06: Village East

Council District: #5 Karen Hesse Smith
Neighborhood: Vista del Arroyo

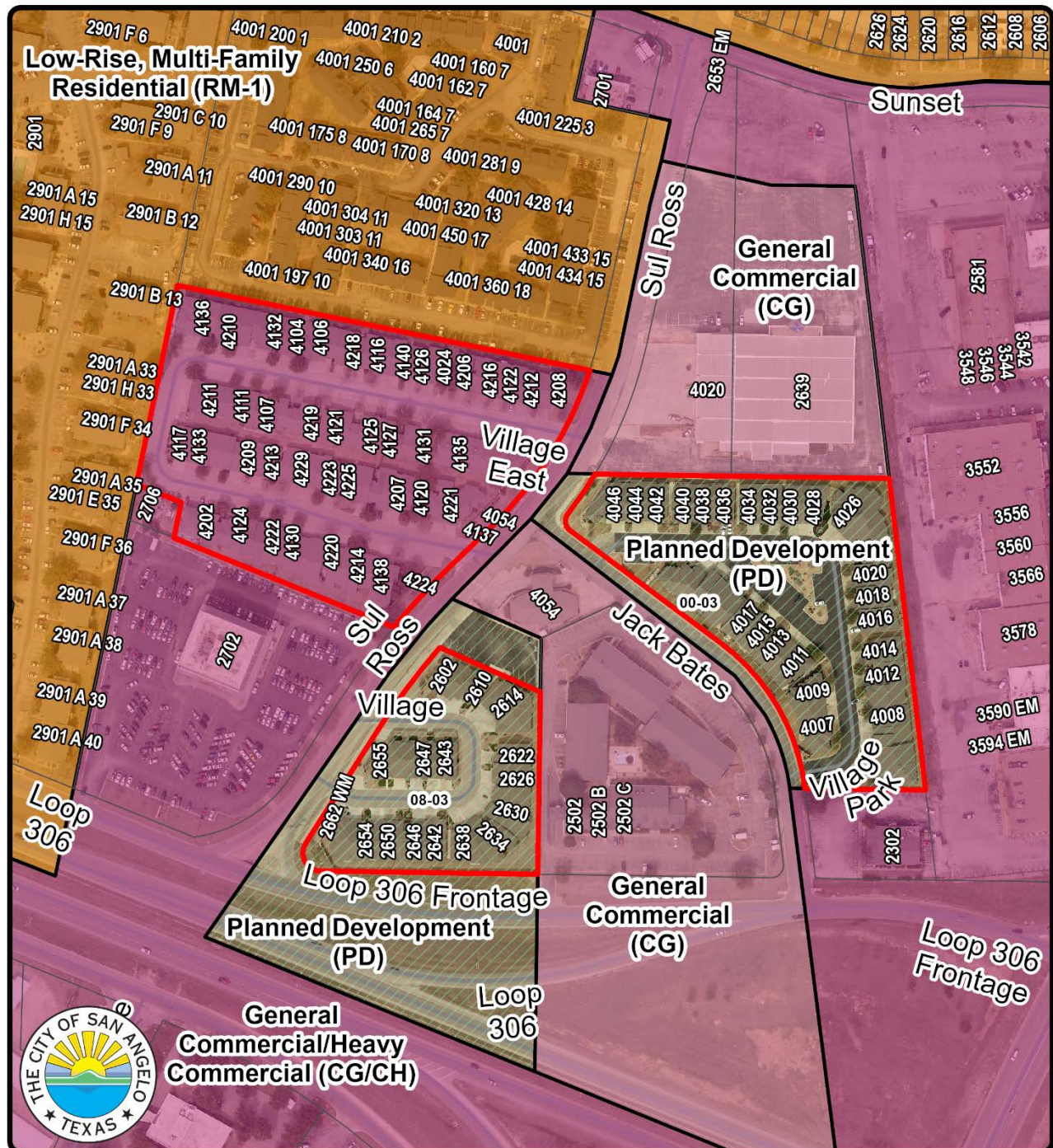
Scale: 0 0.01 0.03 0.06 0.09 0.12 Miles

Subject Property: ———



[illegible]

Zoning Map



Zoning Map

PD24-06: Village East

Council District: #5 Karen Hesse Smith
Neighborhood: Vista del Arroyo

Subject Property: —

Scale: 0 0.01 0.03 0.05 0.08 0.1 Miles



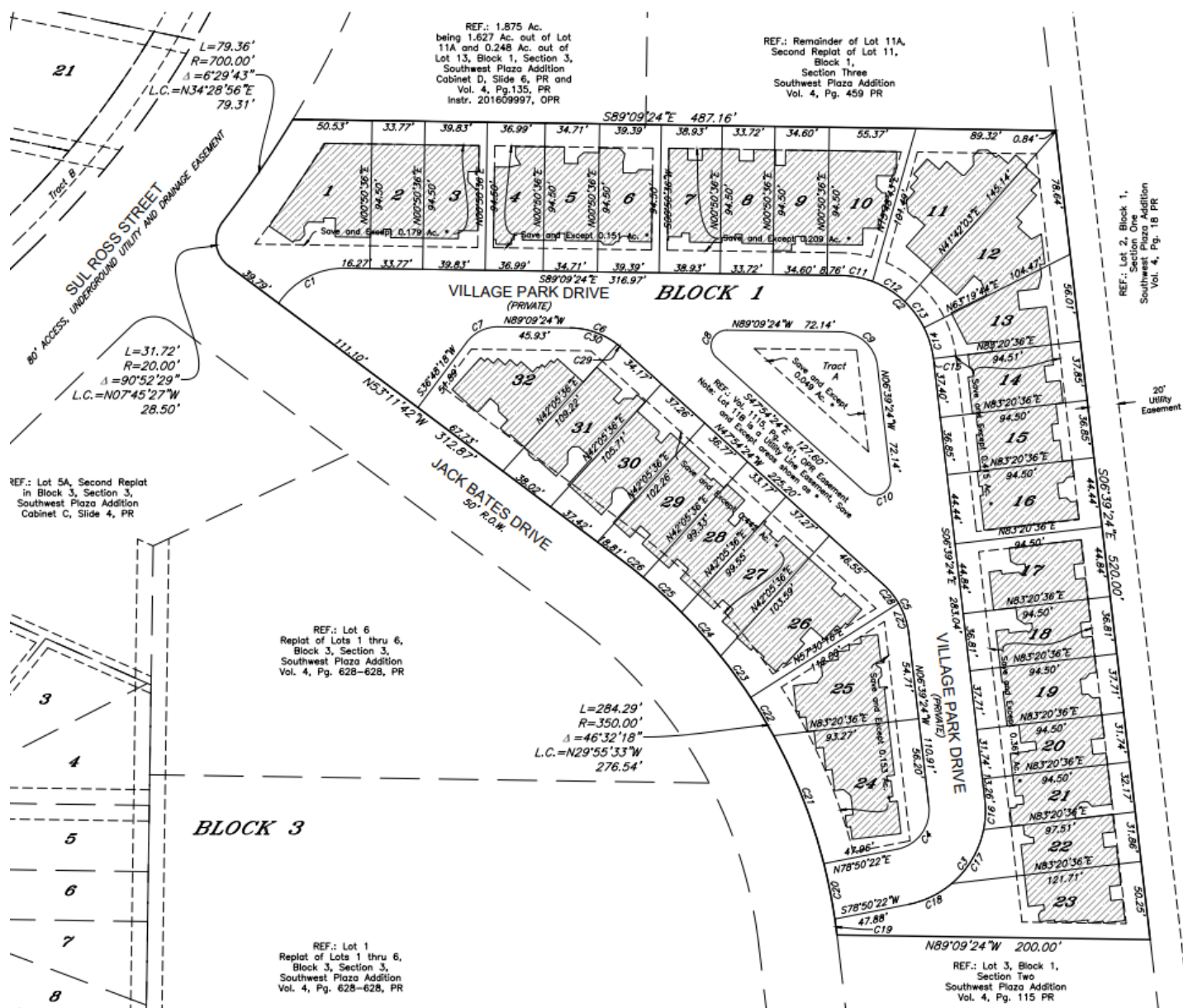
[illegible]

Scale: 0 0.01 0.03 0.06 0.09 0.12 Miles



REF.: Lot 3, Block 2,
Section 3,
Southwest Plaza Addition
Vol. 4, Pg. 135, PR

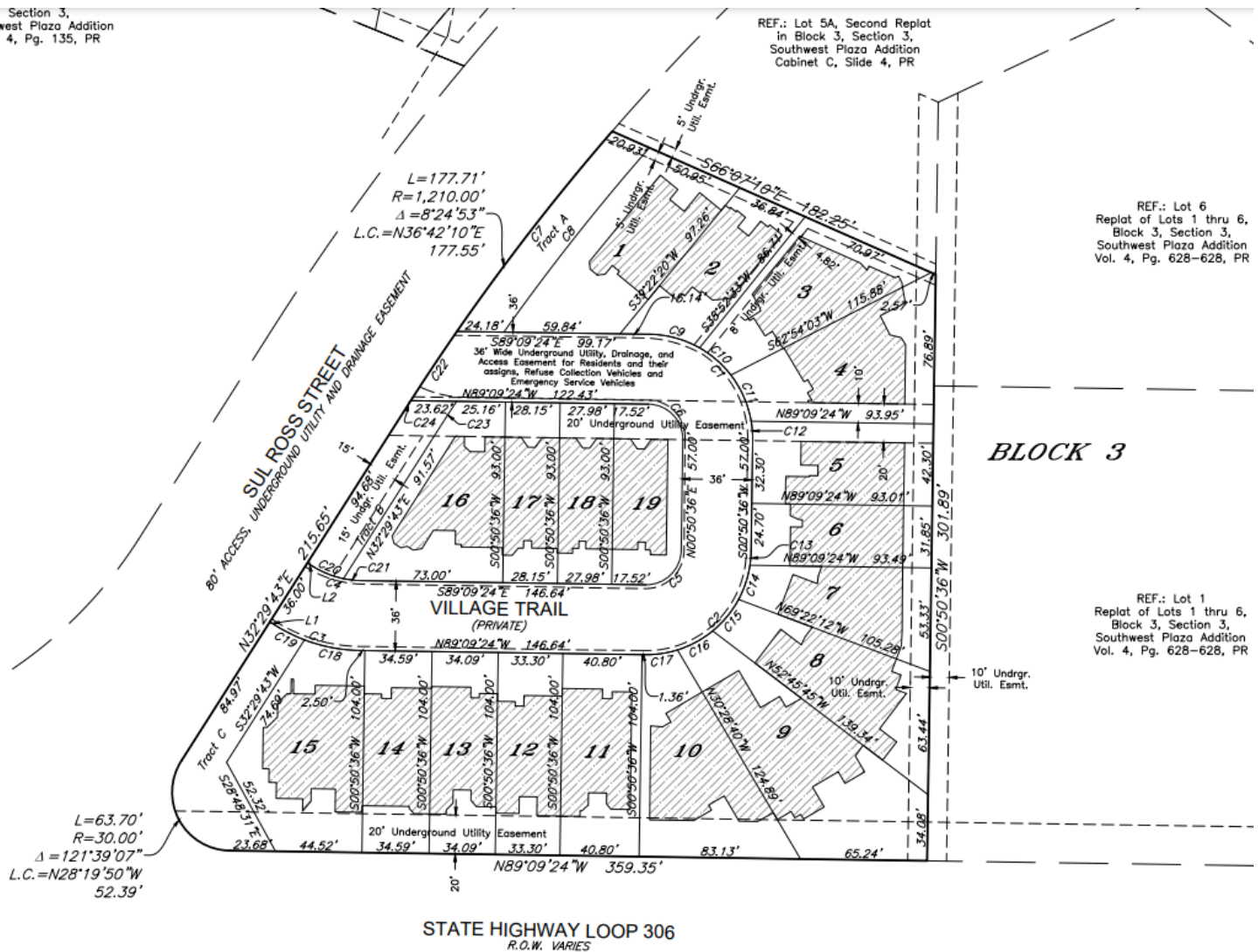




REF.: Lot 5A, Second Replat
in Block 3, Section 3,
Southwest Plaza Addition
Cabinet C, Slide 4, PR

REF.: Lot 6
Replat of Lots 1 thru 6,
Block 3, Section 3,
Southwest Plaza Addition
Vol. 4, Pg. 628-628, PR

REF.: Lot 1
Replat of Lots 1 thru 6,
Block 3, Section 3,
Southwest Plaza Addition
Vol. 4, Pg. 628-628, PR



Site Photos





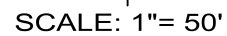












LEGEND:

- PLANNING COMMISSION
Approved for recording this ____ day
of _____, 20____, City Planning
Commission of San Angelo, Texas.

DEPARTMENT OF WATER UTILITIES
Approved for recording this ____ day
of _____, 20____.

By: _____
Director of Water Utilities

DEPARTMENT OF PUBLIC WORKS
Approved for recording this ____ day
of _____, 20 ____.

By: _____
Director of Public Works

COUNTY CLERK
Filed for record this _____ day of
_____ 20_____, @ _____
County Clerk of Tom Green Co., Tx.

By: _____

This Plat is Filed in Cabinet ____, Slide ____
Plat Records of Tom Green County, Texas.

Field Notes are filed as Instrument No. _____
Official Public Records, Tom Green County, Texas.

Fire hydrants and fire department access may need to be provided, depending upon the proposed layout of the buildings, and should be addressed as part of the site plan review process.



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

PHONE: 325.655.1288
FAX: 325.657.8189

REF.: Block D, Section 2,
College Hills Business Park
Addition
Vol. 4, Pg. 56, PR

REF.: 14.951 Ac. Block D &
E, Section 2,
College Hills Business Park
Addition
Instr. 649345, OPR

REF.: Block E, Section 2,
College Hills Business Park
Addition
Vol. 4, Pg. 56, PR

REF.: 0.1079 Ac. out
of Lot 2, Block 2,
Section 3, Southwest
Plaza Addition
Vol. 438, Pg. 188,
OPRRP

REF.: Lot 1, Block 2,
Section 3,
Southwest Plaza Addition
Vol. 4, Pg. 135, PR

VILLAGE EAST RETIREMENT COMMUNITY SECTION ONE

City of San Angelo, Tom Green County, Texas.

OWNER/DEVELOPER: Village East Retirement Community, Inc.

DESCRIPTION: Being all of Lot 2, Block 2, Section 3, Southwest Plaza Addition as per plat recorded in Cabinet E, Slide 86, Plat Records of Tom Green County, Texas.

ACKNOWLEDGEMENT/DEDICATION

We, Village East Retirement Community, Inc., do hereby adopt this plat as the subdivision of our property and dedicate for the use of the public the easements shown hereon.

Mark A. Davis
Executive Director

STATE OF TEXAS
COUNTY OF TOM GREEN
This instrument was acknowledged before
me on _____
by Mark A. Davis in the capacity shown.

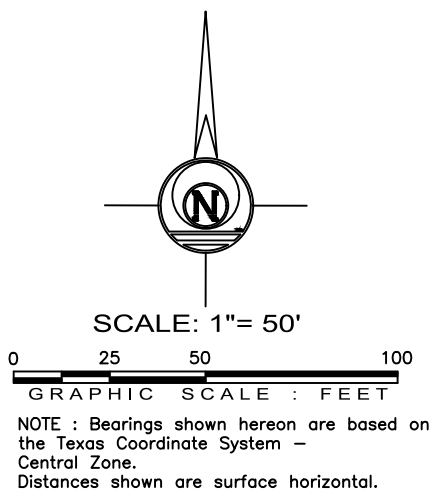
Notary Public, State of Texas

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

SURVEYOR'S CERTIFICATE

Know all men by these presents: that I, Russell T. Gully RPLS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that corner monuments shown hereon were properly placed, under my supervision, in accordance with the rules for land subdivision by the City Council of the City of San Angelo; and I further certify that the tract of land herein platted lies within the city limits of the City of San Angelo, Texas.

24-E-0724



LEGEND:

- Found 1/2" Iron Pipe or Rod (unless otherwise noted)
- Set 1/2" Iron Rod with Cap

PLANNING COMMISSION

Approved for recording this ____ day of ____, 20____, City Planning Commission of San Angelo, Texas.

By: _____

Chairman

Secretary

DEPARTMENT OF WATER UTILITIES

Approved for recording this ____ day of ____, 20____.

By: _____

Director of Water Utilities

DEPARTMENT OF PUBLIC WORKS

Approved for recording this ____ day of ____, 20____.

By: _____

Director of Public Works

COUNTY CLERK

Filed for record this ____ day of ____, 20____ @ ____ County Clerk of Tom Green Co., Tx.

By: _____

Tracts A, B, and C are not to have a residential dwelling placed thereon.

This Plat is Filed in Cabinet ____, Slide ____ Plat Records of Tom Green County, Texas.

Field Notes are filed as Instrument No. ____ Official Public Records, Tom Green County, Texas.

Fire hydrants and fire department access may need to be provided, depending upon the proposed layout of the buildings, and should be addressed as part of the site plan review process.

SKG
ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT

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

PHONE: 325.655.1288
FAX: 325.657.8189

REF.: Lot 1, Block 2, Section 3, Southwest Plaza Addition Vol. 4, Pg. 135, PR

REF.: Lot 5A, Second Replat in Block 3, Section 3, Southwest Plaza Addition Cabinet C, Slide 4, PR

REF.: Lot 6 Replat of Lots 1 thru 6, Block 3, Section 3, Southwest Plaza Addition Vol. 4, Pg. 628–628, PR

REF.: Lot 1 Replat of Lots 1 thru 6, Block 3, Section 3, Southwest Plaza Addition Vol. 4, Pg. 628–628, PR

Line Table		
Line #	Bearing	Length
L1	N57°30'17"W	3.01'
L2	S57°30'17"E	3.01'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	84.82'	54.00'	90°00'00"	S44°09'24"E	76.37'
C2	84.82'	54.00'	90°00'00"	S45°50'36"W	76.37'
C3	46.40'	84.00'	31°39'07"	N73°19'50"W	45.82'
C4	26.52'	48.00'	31°39'07"	S73°19'51"E	26.18'
C5	28.27'	18.00'	90°00'00"	N45°50'36"E	25.46'
C6	28.27'	18.00'	90°00'00"	N44°09'24"W	25.46'
C7	130.51'	1210.00'	6°10'48"	N37°49'12"E	130.45'
C8	121.00'	1190.00'	5°49'33"	S38°17'32"W	120.95'
C9	27.04'	54.00'	28°41'19"	N74°48'44"W	26.76'
C10	21.53'	54.00'	22°50'23"	N49°02'53"W	21.38'
C11	26.20'	54.00'	27°47'47"	N23°43'49"W	25.94'
C12	10.06'	54.00'	10°40'31"	N4°29'40"W	10.05'
C13	7.18'	54.00'	7°36'50"	N4°39'01"E	7.17'
C14	18.64'	54.00'	19°46'34"	N18°20'43"E	18.55'
C15	21.12'	54.00'	22°24'43"	N39°26'21"E	20.99'
C16	20.75'	54.00'	22°01'11"	N61°39'18"E	20.63'
C17	17.13'	54.00'	18°10'43"	N81°45'15"E	17.06'
C18	29.30'	84.00'	19°59'03"	S79°09'52"E	29.15'
C19	17.11'	84.00'	11°40'04"	S63°20'19"E	17.08'
C20	17.36'	48.00'	20°43'36"	N67°52'05"W	17.27'
C21	9.15'	48.00'	10°55'31"	N83°41'39"W	9.14'
C22	42.87'	1210.00'	2°01'47"	N33°42'55"E	42.86'
C23	16.73'	1190.00'	0°48'19"	N32°53'53"E	16.73'
C24	4.33'	1210.00'	0°12'18"	N32°35'52"E	4.33'

VILLAGE EAST RETIREMENT COMMUNITY SECTION TWO

City of San Angelo, Tom Green County, Texas.

OWNER/DEVELOPER: Village East Retirement Community, Inc.

DESCRIPTION: Being 2.385 acres of land and being all of Lot 4A, Second Replat in Block 3, Southwest Plaza Addition, Section Three as per plat recorded in Cabinet C, Slide 4, Plat Records of Tom Green County, Texas.

ACKNOWLEDGEMENT/DEDICATION

We, Village East Retirement Community, Inc., do hereby adopt this plat as the subdivision of our property and dedicate for the use of the public the easements shown hereon.

Mark A. Davis
Executive Director

STATE OF TEXAS

COUNTY OF TOM GREEN

This instrument was acknowledged before me on
by Mark A. Davis in the capacity shown.

Notary Public, State of Texas

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

SURVEYOR'S CERTIFICATE

Know all men by these presents: that I, Russell T. Gully RPLS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that corner monuments shown hereon were properly placed, under my supervision, in accordance with the rules for land subdivision by the City Council of the City of San Angelo; and I further certify that the tract of land herein platted lies within the city limits of the City of San Angelo, Texas.

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 CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 23 ACRES COVERING TRACT 2A OF BLOCK 2, TRACT 11-B OF BLOCK 1, AND TRACT 4A OF BLOCK 3 WITHIN SECTION 3 OF THE SOUTHWEST PLAZA ADDN.**; FROM THE GENERAL/HEAVY COMMERCIAL ZONING DISTRICT (CG/CH), PLANNED DEVELOPMENT DISTRICT PD00-03, AND PLANNED DEVELOPMENT DISTRICT PD08-03 TO A PLANNED DEVELOPMENT DISTRICT (PD24-06) WITH AN UNDERLYING ZONING OF LOW-RISE MULTIFAMILY (RM-1); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD24-06: Village East Retirement Community

WHEREAS, on the 21st day of October 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 Planned Development (PD24-06) Zoning District; and,

WHEREAS, on the 19th day of November 2024, City Council held a public hearing on PD24-06, 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 (PD24-06) Zoning District:

The real properties generally located around the intersections of Sul Ross St., Jack Bates Dr., and West Loop 306, described as Tract 2A, Block 2, Section 3 Replat Southwest Plaza Addn., and Tract 11-B, Block 1, Section 3 Second Replat Southwest Plaza Addn., and Tract 4A, Block 3, Section 3 Second Replat Southwest Plaza Addn., totaling 23 acres within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance. (“PD Boundary Map”).

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 **19th day of November 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of December 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

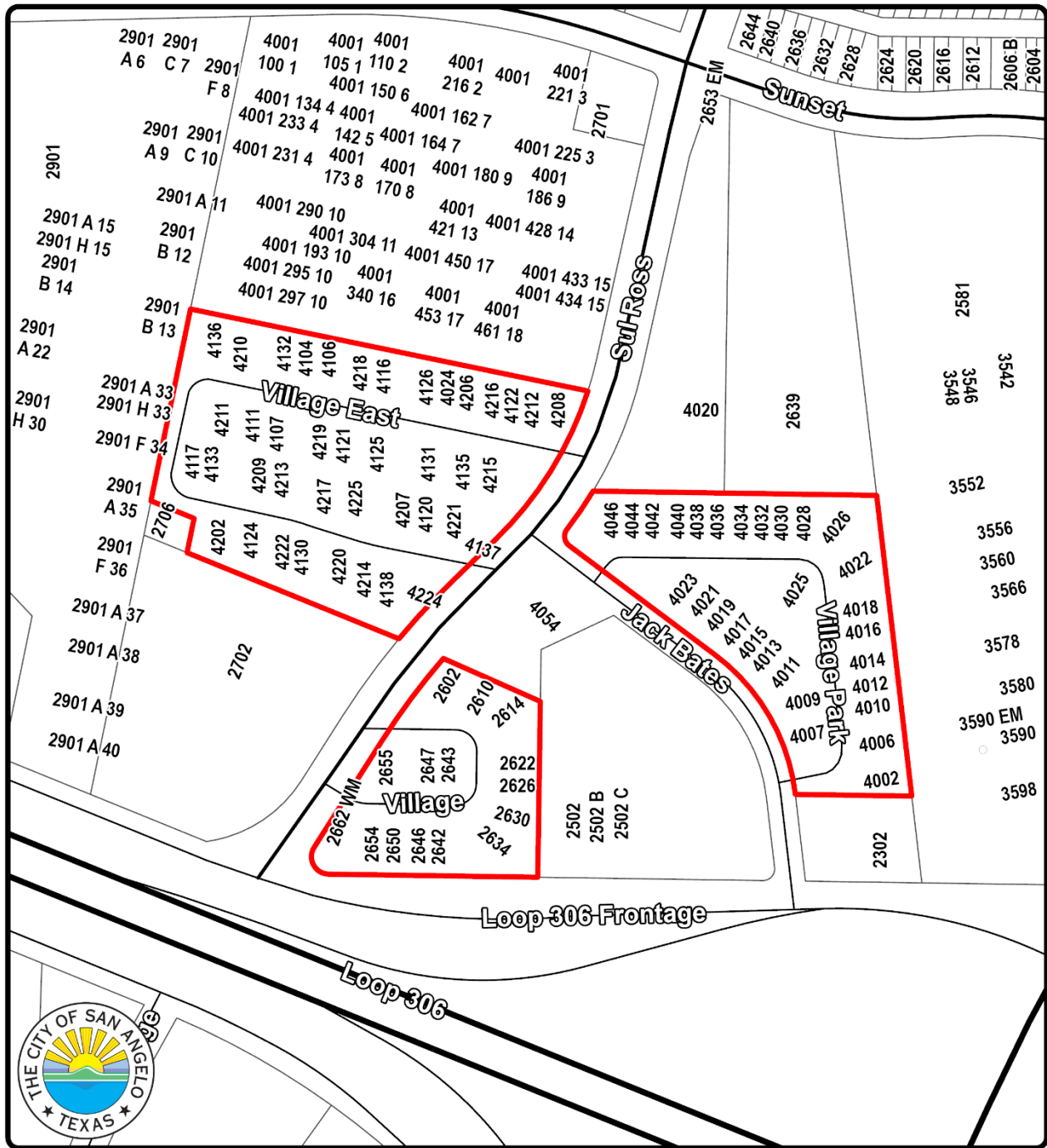
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, Interim City Attorney

Exhibit "A" (PD Boundary Map)



Ordinance Map

PD24-06: Village East Retirement Community

Council District: #5 Karen Hesse Smith

Neighborhood: Vista del Arroyo

Scale: 0 0.01 0.03 0.06 0.09 0.12 Miles

Subject Property: —

Existing Zoning: CG/CH,
PD00-03, PD08-03

Requested Zoning: PD24-05

N



Exhibit “B”
Applicable Regulations

1. Except as otherwise specified, the development of the subject property shall generally conform to the Low-rise Multifamily (RM-1) Zoning District standards.
2. Residential uses being part of a retirement community shall be allowed as part of this zoning.
3. Offices and maintenance/storage buildings specifically serving the other properties within the district shall be allowed as part of this zoning.
4. The following development standards shall apply:

Development Standard	PD
<i>Minimum Lot Area</i> (sq. ft.)	
Single-Family Unit	3,800
Two-Family Unit	5,000
Zero Lot Line or Twinhome Unit	2,500
Townhouse Unit	1,875
<i>Minimum Lot Dimensions</i> (feet in width x feet in depth)	
Single-Family Unit	40x75
Two-Family Unit	50x80
Zero Lot Line or Twinhome Unit	27x80
Townhouse Unit	25x75
<i>Minimum Front Yard</i> (feet)	15
<i>Minimum Side Yard</i> (feet)	
One side yard (minimum)	[3]
The other side yard (minimum)	[3]
<i>Minimum Rear Yard</i> (feet)	10
<i>Maximum Floor Area Ratio</i>	.70
<i>Maximum Height</i>	
In feet	35
In stories	2-½
<i>Maximum Density</i> (units/gross acre)	15

[3] Side yard standards are governed by the Zoning Ordinance’s Section 501.A.[3], 501.C, and 501.D.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Morgan Chegwidden, Assistant Director of Neighborhood Services, Neighborhood and Family Services

Meeting Date: December 3, 2024

Item type: Regular Item

Caption:

Discussion and possible action of Animal Services dog intake policies (Presentation made by Assistant Director of Neighborhood & Family Services Morgan Chegwidden)

Staff Recommendation:

Direction from Council

Summary/History:

San Angelo Animal Services impounds cats, dogs, wildlife, livestock, and fowl in San Angelo city limits. Generally, animals arrive by three methods:

- ASO intake
- Found stray
- Owner surrender

Animal Services Officers impound any loose dogs that can be caught, estray livestock or loose fowl that can be secured, any injured animal, trapped wildlife (top rabies risk) at no charge, and other trapped animals for \$25.

Finders may participate in services Monday–Friday 10 am–6 pm. Trapped cats and wildlife (not top rabies risk) are impounded. Healthy, fluffy kittens under 8 weeks of age are asked to return to their original neighborhood. Healthy, nice dogs under four months of age are referred to Good Sam. Healthy, mature dogs are impounded unless the shelter is approaching capacity, then finders are referred to Good Sam. All injured or obviously sick animals are impounded.

Owners wishing to surrender their pets for adoption or euthanasia are referred to re-homing services through Concho Valley PAWS. If owners would like to surrender pets due to eviction, domestic violence, or natural disaster, they are accelerated through the program with immediate impound available and support services as needed. Returned adoptions are also prioritized for owner surrender.

Historically, San Angelo Animal Services impounded over 8,000 animals in 2013 and older, an extraordinarily high volume when attempting to provide appropriate care. In 2015, the City adopted three key policies to coordinate intake to appropriate channels: closed the after-hours kennels, limited intake to Tom Green

County residents only, and adopted the \$10.00 owner surrender fee. These efforts decreased intake from 8,800 animals in 2013 to 6,000 in 2016.

In 2017, required Owner surrender counseling mandatory (can work services or responsibly re-home their pet privately) – reduced from 6,000 to 4,800. In 2020, the organization further limited intake jurisdiction to San Angelo city limits only decreasing intake to 4,200.

Finally, the City adopted a finite capacity policy in 2022 including a component to close dog intake when approaching capacity. The team initially received this authority on a pilot program basis with regular reports to management and ultimate adoption for this closure. Animal Services developed offsite resources to support finders. The Good Sam program now includes food, collars, leashes, crates, vaccines, photographs and posts on lost and found websites, and a landlord's letter if needed and second priority on the wait list for shelter intake (second only to owners experiencing crises described above). The policy was based on pet-savvy citizens taking time out of their day to observe a loose dog, catch the animal, and traveling to an isolated animal shelter - admittedly a time investment from someone who cares about the well-being of the animal. Taking the extra step of securing the dog for a few days with donated resources is a natural next step. This decreased the annual intake to 2,900 animals.

This most recent policy was based on limited resources. Some finders were frustrated with limited shelter capacity and the local ordinance definition of owner (caring for a pet for more than three days) opting out of the Good Sam program.

Staff recommends referring the capacity policy, including removing intake restrictions, to the originating committee to develop new policies, pathways and resources to accept more animals. Reducing the number of lost dogs at large in San Angelo is a nuanced and complex issue impacted by nationwide trends (veterinarian shortage) and economic trends (rising pet food costs).

Maintaining the intake of found pets, regardless of capacity, pressures all systems, including owner reunification efforts, medical interventions, adoptions and euthanasia. Further resources will need to be identified to attempt these efforts, if even for a short period.

Funding Source(s):

Financial Impact:

None at this time.

Other Information/Recommendation:

Staff recommends referring the intake policies to the originating committee, including Animal Services staff and Concho Valley PAWS leadership. Additional stakeholders may be designated as needed.

Staff also recommends a legislative review of local ordinances and policies, including:

- Definition of "owner"

- Fee schedule
- Designated agency responsible for estray livestock

Furthermore, discussion regarding the additional resources required to implement the changes approved during the meeting.

Attachments:

Presentation:

Morgan Chegwidden

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: December 3, 2024

Item type: Regular Item

Caption:

Consider ratifying a COSADC resolution authorizing the Board President to negotiate and execute an Economic Development Incentive Agreement with Skyline Aviation, in an amount not to exceed \$1,000,000.00, a project authorized under Chapters 501 & 505 of the Texas Development Corporation Act necessary to promote economic development and expand business enterprises which create or retain primary jobs (Presentation made by Interim Director of Economic Development Michael Dane)

Staff Recommendation:

Approve

Summary/History:

Skyline Aviation is proposing to create an aviation mechanics school providing certification for an Airframe & Powerplant (A&P) license. The school would be a joint project between Skyline and Howard College, with Skyline providing a one year certification program and Howard providing a 2 year Associates Degree program. Both programs would utilize the same facility, equipment & instructors with Howard providing daytime courses and Skyline night classes.

Skyline has identified a facility located at 3669 Porter Henderson Drive. They intend to invest approximately \$1.5 Million in equipment and hiring 30 instructors and a program manager.

Skyline has received letters of Support from Angelo Precision Aircraft, Rebel Red's Aviation, Amentum and Vertex Aerospace, all of whom are currently located at Mathis Field. They have also been in discussion with at least one outside aviation company who has voiced interest in possibly locating here.

Skyline Aviation anticipates hiring at least 10, but up to 18 additional aircraft mechanics over the next three (3) years at a wage of approximately \$65,000 per year plus benefits.

They also have long range plan to build two new hangars at the airport in support of this program and the ASU FLight School.

There are currently 15 job openings listed with Work in Texas for the San Angelo area in aircraft maintenance. The Bureau of Labor Statistics anticipates an annual growth rate of 5% in this field over the next ten years.

Funding Source(s):

Financial Impact:

\$1,000,000 from Future Projects to a new project. Budget Amendment required.

Other Information/Recommendation:

Attachments:

Presentation:

Michael Dane

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Michael Dane	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: December 3, 2024

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for incomplete projects and capital items from fiscal year 2024 to consider carrying over into fiscal year 2025 for continuation of those items, and winter storm Uri funds (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

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

- Carryovers from the fiscal year 2023-24 for ongoing projects and capital items (an itemized list is attached) into fiscal year 2024-25.
- Winter storm Uri funds

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			-\$1,128,959
Water Reclamation			-\$38,868
Fairmount Cemetary			-\$37,000
General Capital Projects			-\$20,000
Street Infrastructure Fund			\$0.00
Intergovernmental			-\$20,803

Financial Impact:

The numbers above are net benefit/(cost); see Exhibit A of the ordinance for additional details. Negative numbers indicate the use of fund balance. Funds that show \$0.00 have a corresponding revenue and expenditure that offset each other; therefore the net financial impact is zero.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|---------------------------------|-------------------------------------|
| 1. | BA Memo - Carryovers with items | BA Memo - Carryovers with items.pdf |
| 2. | BA Memo - Winter Storm Uri | BA Memo - Winter Storm Uri.pdf |
| 3. | 2024 12-03 Ordinance | 2024 12-03 Ordinance.docx |

Presentation:

Tina Dierschke

Approvals/Reviews:

- | | |
|-----------------|-------------------|
| Jonathan Flores | Created/Initiated |
| Jonathan Flores | Approved |
| Tina Dierschke | Approved |
| Brandon Dyson | Approved |
| Heather Stastny | Final Approval |

Memo

To: Tina Dierschke, Finance Director
From: Jonathan Flores, Budget Manager
Date: 12/03/2024
Re: Budget Amendment Request

Purpose of Budget Amendment Request:
Carryover remaining fiscal year 2024 funds for incomplete projects into fiscal year 2025

Source of Funding:
Multiple Funds - Fund Balance

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

Project/Budget to be amended	Revenue	Expense

Additional Comments:
See Attached chart for details

City of San Angelo, Texas
FY 2025 Fund Balance Carryover Requests

Department	Description	Recommended CO Amount
Animal Services	Shelter-neuter-return of community cats	5,000.00
Fairmount Cemetery	One-time approved funding for water valves	37,000.00
Fire Prevention	Dangerous Buildings program.	24,833.00
Recreation	One-time pool repair funding.	3,000.00
Human Resources	Employee Engagement Funds	22,217.00
Street and Bridge	Vehicle Uplift & Trailer Purchase	21,375.00
Street and Bridge	Continuation of preventative street maintenance & FY25 Sealcoat Project	1,052,534.00
Water Reclamation - Treatment	Structure to house equipment	38,868.00
Standard Times Building	Utilites for fiscal year 2025	20,000.00

Memo

To: Tina Dierschke, Finance Director
From: Patrick Frerich, Director of Operations
Date: 12/03/2024
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for FEMA reimbursement funds related the winter storm Uri event

Source of Funding:

FEMA Reimbursement Funds

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

N/A

Project/Budget to be amended	Revenue	Expense
Winter storm Uri		20,803

Additional Comments:

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR INCOMPLETE PROJECT CARRYOVERS AND WINTER STORM URI FUNDS.

WHEREAS, the City of San Angelo has determined that certain budgeted amounts should be amended due to purchases, and

WHEREAS, the resources necessary for these changes are available.

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

The City's budget for fiscal year 2024-2025 be amended by the amounts contained in **Exhibit "A"**.

INTRODUCED with public hearing on the 3rd day of December 2024, and finally PASSED on this 17th day of December 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, Finance Director

Brandon Dyson, City Attorney

Exhibit A

**City of San Angelo
Proposed Budget Amendment**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General Fund	-	1,128,959	(1,128,959)
Intergovernmental Fund	-	20,803	(20,803)
Water Reclamation Fund	-	38,868	(38,868)
Fairmount Cemetery Fund	-	37,000	(37,000)
General Capital Projects Fund	-	20,000	(20,000)
Street Infrastructure Fund	1,052,534	1,052,534	-
	\$ 1,052,534	\$ 2,298,164	\$ (1,245,630)

**Proposed Budget Amendment
Additional Information**

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Incomplete project carryovers to be approved by City Council from FY24 into FY25	Multiple Funds listed above	1,052,534	2,277,361	(1,224,827)
FEMA winter storm Uri funds	Intergovernmental Funds	-	20,803	(20,803)
		\$ 1,052,534	\$ 2,298,164	\$ (1,245,630)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Assistant Director, Planning and Development Services

Meeting Date: December 3, 2024

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance extending the temporary changes to Chapter 12 "Planning and Development" Article 12.04 "Signs" in the City Code of Ordinances, to allow additional time for preparation of permanent amendments to the Sign Ordinance (Presentation made by Planning and Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

On November 17, 2020, the Council adopted changes to the City's sign regulations to address a decision by the United States Court of Appeals for the Fifth Circuit in "Reagan National Advertising/Lamar Outdoor Advantage v. City of Austin", which resulted in portions of the City's ordinance regarding signs being deemed unconstitutional. This decision resulted in the inability to distinguish between on-site (business) signs and off-site (billboard) signs in the City's sign regulations.

Staff prepared a temporary fix to the sign ordinance with the intention of having a permanent revision in place by the end of 2021. However, subsequently the US Supreme Court agreed to hear an appeal of the court case, and rendered a decision on April 21, 2022, reversing the lower court and remanding the case back to the lower court to be considered per the Supreme Court's new direction. The lower court made a final ruling on March 30, 2023. Based on the new case law, staff are working on comprehensive amendments to the Sign ordinance. However, staff desires to receive input from interested boards and commissions like Planning Commission, as well as to provide an opportunity for community input. As such, staff is requesting that the prior ordinance expiration be extended until December 31, 2025 to allow staff additional time to receive that input.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends approval of this ordinance extension.

Attachments:

- | | | |
|----|--------------------------------------|---|
| 1. | Third Sign Ord Extension (12-3-2024) | Third Sign Ord Extension (12-3-2024).docx |
|----|--------------------------------------|---|

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy	Created/Initiated
Brandon Dyson	Approved
Aaron Vannoy	Approved
Heather Stastny	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, EXTENDING THE EXPIRATION DATE OF ORDINANCE NO. 2020-108 PASSED NOVEMBER 17, 2020; AND PROVIDING FOR SEVERABILITY

WHEREAS, a decision by the United States Court of Appeals for the Fifth Circuit in “Reagan National Advertising/Lamar Outdoor Advantage v. City of Austin” resulted in the on-site and off-site sign designations of the City’s Sign Ordinance being deemed unenforceable; and

WHEREAS, Ordinance No. 2020-108 (corrected from 202-108) was passed on November 17, 2020, to reflect the immediate changes in case law, but provided for an expiration date of December 31, 2021 to allow staff sufficient time to prepare a more comprehensive amendment to the City’s Sign Ordinance; and

WHEREAS, the United States Supreme Court took up the Reagan National Advertising case for review and heard oral arguments in the case on November 10, 2021; and

WHEREAS, Ordinance 2020-108 was extended beyond the original expiration date to December 31, 2022 to await the results of the Supreme Court case; and

WHEREAS, the United States Supreme Court on April 21, 2022 reversed the lower court ruling, but remanded the case back to the lower court to resolve issues not originally addressed by that court; and

WHEREAS, the expiration of Ordinance 2020-108 was again extended until December 31, 2024 to await final decision by the lower court; and

WHEREAS, the lower court has since resolved all issues by decision rendered March 30, 2023; and

WHEREAS, staff has begun work on comprehensive amendments to the City’s Sign Ordinance considering the current case law, but recommends delaying further amendments in order to receive board and community input on such amendments.

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

SECTION 1. THAT Ordinance No. 2020-108 passed on November 17, 2020, with an original expiration date of December 31, 2021, and subsequently extended until December 31, 2024, is hereby further extended in all respects to expire December 31, 2025, unless otherwise replaced or extended by the San Angelo City Council.

SECTION 2. THAT the terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 3. This Ordinance shall take effect and be in full force and effect from and after the date of its passage.

INTRODUCED with public hearing on the 3rd day of December, 2024 and finally PASSED, this 17th day of December, 2024.

THE CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM

Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: December 3, 2024

Item type: Regular Item

Caption:

Consider a resolution authorizing the City of San Angelo to apply for the Resilient Communities program through the Texas General Land Office's Department of Community Development & Revitalization to begin the process of updating San Angelo's Comprehensive Plan (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

The Planning Division is requesting to submit a grant application to the Texas General Land Office's Department of Community Development & Revitalization in pursuit of beginning the process of updating San Angelo's Comprehensive Plan. The TGLO has initiated funding in 2023 to provide up to \$300,000 for a Comprehensive Plan update which assists in mitigating hazards and risks which face Texas communities like flooding, wildfires, major transportation safety routes and infrastructure growth with expanded populations. The City of San Angelo Comprehensive Plan was created in 2003 with a Strategic Plan for Downtown in 2009. As we have been designated with two interstates in the future to connect our community with the world, now is the time to set a path for future development. We need to continually look at mitigating hazards and risks like population and transportation growth for vehicles, railway, and air traffic. We look forward to including studies and plans to address Infrastructure and Capital Improvements, Master Thoroughfare, Economic development and tie together Housing Studies, Lake Nasworthy Plans, and Master Parks plans into the Comprehensive plan to give the City of San Angelo a planned growth pattern for the next 50 years. In order to accomplish this, if the grant is awarded at the full request of \$300,000, we would seek funds of up to \$200,000 in the next budget cycle for a full packaged comprehensive plan. This, with future implementation through policies and ordinances, will move the community to be in a better fiscal position for infrastructure and services.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Resolution of Support - Resilient CommunitiesFINAL

Resolution of Support - Resilient CommunitiesFINAL.pdf

Presentation:

Aaron Vannoy

Approvals/Reviews:

Austin Reed
Aaron Vannoy
Brandon Dyson
Aaron Vannoy
Tina Dierschke
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY'S APPLICATION TO THE RESILIENT COMMUNITIES PROGRAM THROUGH THE TEXAS GENERAL LAND OFFICE'S DEPARTMENT OF COMMUNITY DEVELOPMENT & REVITALIZATION TO BEGIN THE PROCESS OF UPDATING SAN ANGELO'S COMPREHENSIVE PLAN

WHEREAS, the City of San Angelo was classified in the 2015 floods as a State-level Most Impacted and Distressed area (State MID)"; and,

WHEREAS, the City of San Angelo's current Comprehensive Plan was created in 2003 and updated in 2009; and,

WHEREAS, prior to February 28th, 2025, the City of San Angelo intends to submit an application to the Texas General Land Office's (GLO) Department of Community Development & Revitalization under its 2022 Resilient Communities Program (the "Program") for the development and adoption of a forward-looking Comprehensive Plan (the "Project"); and,

WHEREAS, a City Council resolution of support is required as part of the application process in response to the Texas GLO's call for Projects under the Program; and,

WHEREAS, the City Council, Boards, and Commissions for the City of San Angelo, as well as departmental employee representatives, will actively participate in the process of completing the requirements of the grant when their expertise, perspective, and guidance is needed; and,

WHEREAS, the grant requirements for Comprehensive Plans must be forward-looking, and be integrated with the Hazard Mitigation Plan, if one exists, must identify local hazard risks and explain how it mitigates against those risks, and must include: 1. Population Study, 2. Housing Study, 3. Land Use Study/Plan, 4. Zoning Ordinance, 5. Infrastructure Study / Capital Improvement Plan.

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

- Section 1. The foregoing recitals are true and correct and are adopted as a part of this Resolution.
- Section 2. The City Council supports the Program requirements above, and is willing to commit to the Project's development, implementation, maintenance, and management, if an award is offered and accepted by City Council.
- Section 3. The City Manager is authorized to negotiate and execute any documents related to the application for Program grant funds for the Project.
- Section 4. The Planning & Development Services Director, or his designee, will be the Point of Contact to be actively involved in the Project as it moves through the grant process.

PASSED, APPROVED, and ADOPTED on this the 3rd day of December, 2024.

THE CITY OF SAN ANGELO, TEXAS

Attest: _____
Heather Stastny, City Clerk

Brenda Gunter, Mayor

Approved As to Form:

Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Assistant Director, Planning and Development Services

Meeting Date: December 3, 2024

Item type: Regular Item

Caption:

Consider authorizing the City Manager to negotiate and execute a right-of-way license use agreement with Full Circle Properties, LLC, to allow for a new parking area to encroach into the public right-of-way located at 36 W. 24th St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

This project is to convert a vacant church into housing. The existing Church parking lot along N Irving has been existing for many years. The parking lot has standard driveways with curb and gutter. This agreement would allow them to utilize this parking for the proposed housing units on site. The encroachment of parking would spill into the roadway, simply utilizing the Right Of Way that has been used as parking in the past.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | 36 W 24th Encroachment | 36 W 24th Encroachment.docx |
| 2. | 36 W 24th St Side walk and Approach (1) | 36 W 24th St Side walk and Approach (1).docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy
Brandon Dyson

Created/Initiated
Approved

Aaron Vannoy
Heather Stastny

Approved
Final Approval

TEMPORARY NONEXCLUSIVE RIGHT-OF-WAY LICENSE USE AGREEMENT

THE STATE OF TEXAS

§

TOM GREEN COUNTY

§

THIS TEMPORARY NONEXCLUSIVE RIGHT-OF-WAY LICENSE USE AGREEMENT, hereinafter referred to as (“License”), is entered into by and between the City of San Angelo, a municipal corporation of the State of Texas, hereinafter referred to as (“Licensor” or “City”), and **Full Circle Properties, LLC, Owner of 36 West 24th Street**, hereinafter referred to as (“Licensee”), with an Effective Date of the _____ day of _____, 2024.

WITNESSETH:

That Licensor, for consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant to Licensee the non-exclusive, temporary, revocable right, privilege and license to utilize a designated portion of the public street right-of-way along the east side of North Irving Street, immediately adjacent to a property at 36 West 24th Street, described as approximately 0.423 acres, lots 19 & 20 & W 30 ft. of Lot 18 Church & P, Block 53 in the Lasker Addition subdivision, for the purpose of a parking area more particularly described in **Exhibit “A”**, attached hereto and made a part hereof for all purposes (hereinafter collectively referred to as the “Licensed Premises”), and as depicted in **Exhibit “B”**, attached hereto and made a part hereof for all purposes.

The “Licensed Use” as set forth herein, commencing from the foregoing effective date, is subject to the conditions, restrictions, covenants and exceptions hereinafter set forth:

1. Interest Conferred by this License: This License confers no exclusive possession or tenancy of the Licensed Premises. The Licensee cannot exclude City from Licensed Premises. This License solely authorizes Licensee to the temporary use of Licensed Premises for the limited purposes set forth herein and for no other purpose. The parties hereby agree that the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on Licensed Premises and to use Licensed Premises, subject to the terms of this License. City retains dominion, possession and control of the Licensed Premises. Therefore, no lease interest in Licensed Premises is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of this License or its use of Licensed Premises hereunder. Additionally, Licensee does not and

shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of any expenditure of funds by Licensee for improvements, construction, repairs, partitions, or alterations to Licensed Premises which may be authorized by City.

2. Licensed Use: Licensed Premises shall be used for the limited purpose of a parking area; substantially as described and depicted in **Exhibits “A” and “B”**, attached hereto and made a part hereof for all purposes.

3. Term: This License shall commence on the effective date set forth herein above and if not earlier terminated as herein provided, continue for a period of forty (40) years to _____, 2064, at which time this License shall automatically extend annually until terminated as herein provided.

4. Non-exclusive License: This license is non-exclusive and is made expressly subject and subordinate to the reserved right of the City to use or permit the use of the Licensed Premises for public sidewalk area, utility right-of-way or any other public purpose.

5. Right of Termination:

(a) The City reserves the right to terminate and cancel this License by resolution passed by its Governing Body upon a finding that the License is inconsistent or incompatible with the reserved right of the City to use or permit the use of the Licensed Premises or whenever the purpose or use of the License is or has become a nuisance as determined in the discretion of the City Council, and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City shall not be held liable by reason thereof. The parties hereto concur that said resolution shall be final and shall not be subject to review by the Courts.

(b) Upon termination or cancellation by City or Licensee, this License shall become null and void and Licensee or anyone claiming any rights under this instrument shall remove, to the extent required by City, any or all improvements, appurtenances and encroachments owned by Licensee from the Licensed Premises at Licensee's expense, and shall restore the Licensed Premises to its condition at the effective date of this License at the sole cost of the Licensee. In the event that Licensee shall fail to remove its improvements, appurtenances and encroachments as required and to restore the Licensed Premises, City shall have the right to do the necessary work to remove said improvements, appurtenances and encroachments and to restore the Licensed

Premises to its condition at the effective date of this License, or to cause such work to be done, and to assess reasonable allocated costs or the incurred cost of all such work against Licensee and premises of which Licensed Premises is a part.

6. Improvements: Licensee may utilize a designated portion of the public street right-of-way along the east side of North Irving Street, immediately adjacent to a property at 36 West 24th Street, described as approximately 0.423 acres, lots 19 & 20 & W 30 ft. of Lot 18 Church & P, Block 53 in the Lasker Addition subdivision, for the purpose of a parking area; substantially as described and depicted in **Exhibits “A” and “B”**, attached hereto and made a part hereof for all purposes. Licensee shall not install any additional improvements or permanent fixtures on the Licensed Premises without first securing the written permission of City.

7. Codes, Ordinances and Regulations: Licensee shall comply with all applicable codes, ordinances and regulations of local, state and federal governments in the exercise of its use of the Licensed Premises. This requirement shall include, but not be limited to, compliance at all times with the Texas Architectural Barriers Act, Texas Accessibility Standards, Americans with Disabilities Act, as well as local ordinances and regulations relating to occupancy loads, unobstructed passage ways, entrances and exits, and signage.

8. Improvements and Maintenance: It is further understood that if and when the City, in the exercise of its discretion, shall determine that the grade of any street or sidewalk should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the Licensed Premises, Licensee’s improvements or appurtenances thereon, or the use thereof by Licensee, City may proceed with such improvement or work without liability to Licensee. Further, any modifications or changes to Licensee’s facilities in the licensed area or in construction or reconstruction of any public improvement attributable to Licensee’s use of the licensed area and/or its installations and improvements shall be made at the sole expense of Licensee and to the satisfaction of City.

9. Reservations: This License is subject and subordinate to any existing utilities or communication facilities, including drainage, presently located within or about the Licensed Premises, owned or operated by the City or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the Licensed Premises for facilities presently located within the boundaries of said Licensed Premises. No improvement or appurtenance shall be constructed or placed upon, over or across the Licensed Premises in such a manner as to interfere with the operation of any utilities or communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts

of any improvement or appurtenance which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the Licensed Premises. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any improvements or appurtenances which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the Licensed Premises for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of Licensee.

10. Successors and Assigns: The terms of this License shall be binding upon the Licensee and Licensee's successors and assigns.

11. Non-assignable: This License may not be assigned by Licensee without the prior written approval from the City. The assignee shall deliver a copy of the assignment, along with the assignee's written acceptance of the provisions of this License, to the Director of Planning and Development Services for the City of San Angelo, or his designee, within ten (10) days of such assignment. Should Licensee fail to obtain prior written approval for assignment of this License or fail to provide the City with the required written acceptance and a copy of the assignment as provided, the Director of Planning and Development Services or his designee, may terminate this License.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed and intend to be legally bound thereby.

LICENSOR:
CITY OF SAN ANGELO

BY: _____
Daniel Valenzuela, City Manager

Date: _____, 2024

ATTEST:

Heather Stastny, City Clerk

LICENSEE:

BY: _____
Taylor Douglas, Managing Member of Full Circle Properties, LLC

Date: _____, 2024

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2024, by
Taylor Douglas, Managing Member of Full Circle Properties, LLC.

Notary Public, State of Texas

APPROVED AS TO INSURANCE
REQUIREMENTS:

Shandi McWright,
Risk Coordinator

APPROVED AS TO FORM:

Brandon Dyson,
Interim City Attorney

APPROVED AS TO CONTENT:

Aaron Vannoy
Director of Planning and Development Services

APPROVED AS TO CONTENT:

Kevin Pate,
City Engineer

EXHIBIT A

Area of Encroachment

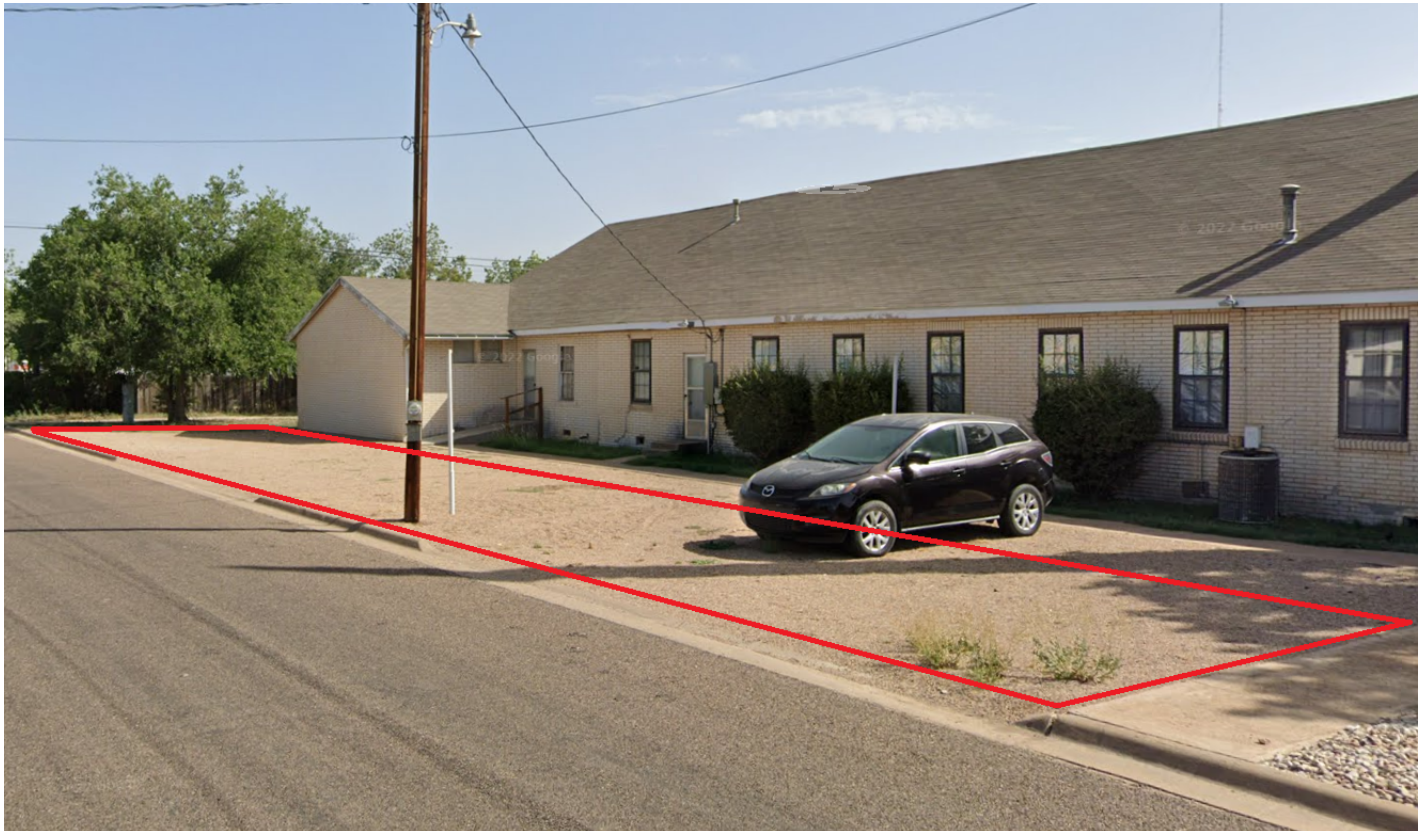


EXHIBIT A

Property - Map view

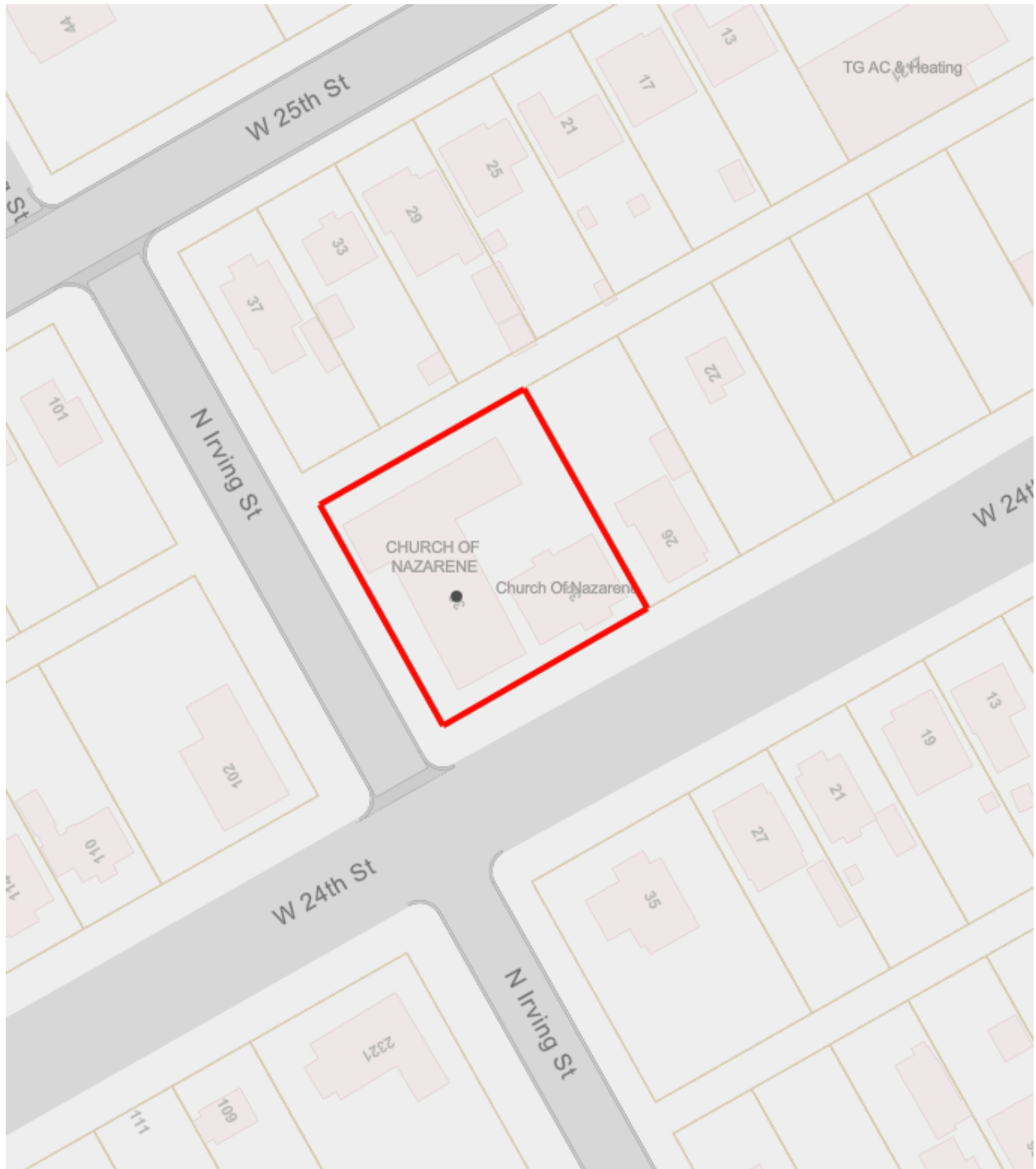
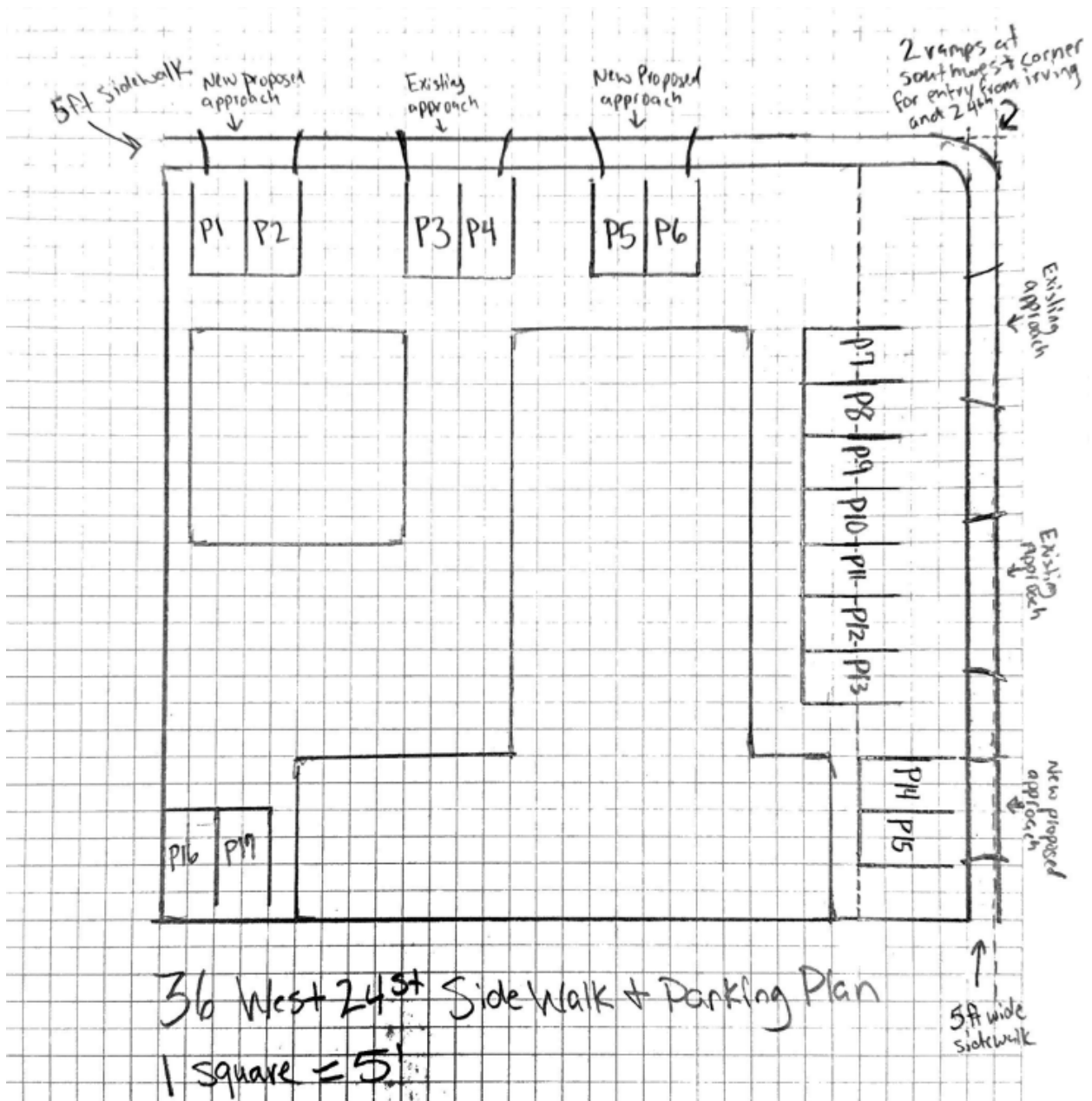


EXHIBIT B

Proposed Parking Diagram
(P7-P15 = encroached area)



Proposal for Construction of Walkway Compliant with 2021 IBC Code

Project Overview

This document outlines the proposal for the construction of a walkway along North Irving Street and 24th Street, which will comply with the 2021 International Building Code (IBC). The proposed walkway will enhance pedestrian access and safety, featuring three curb cuts and approaches on North Irving Street for driveways and three curb cuts and approaches on 24th Street for additional access points.

Project Location

- **North Irving Street:** 152 linear feet
- **24th Street:** 142 linear feet

Curb Cuts

- **North Irving Street:**
 - **Approach 1:** 30 feet wide (existing)
 - **Approach 2:** 26 feet wide (existing)
 - **Approach 3:** 18 feet wide (New)
- **24th Street:**
 - **Approach 1:** 18 feet wide (New)
 - **Approach 2:** 18 feet wide (existing)
 - **Approach 3:** 18 feet wide (New)

Design Specifications

Compliance with the 2021 IBC

1. **Accessibility Standards:**
 - The walkway will adhere to Chapter 11 of the IBC, which mandates accessibility for individuals with disabilities. This includes the implementation of accessible routes, curb cuts, and proper surface finishes.
 - The slope of the walkway will not exceed 2% for accessible routes, ensuring compliance with Section 1012 of the IBC.
2. **Walkway Dimensions:**

- The walkway width will be a minimum of 5 feet to accommodate pedestrian traffic, as recommended by Section 1011 of the IBC. This width will allow for two individuals to pass comfortably.
- The surface of the walkway will be constructed with 4,000 psi concrete.

3. Curb Cuts:

- Curb cuts at the driveways and along the walkway will be designed to provide a smooth transition between the street and the walkway. The slope of the curb cuts will not exceed 1:12 (8.33%) to ensure accessibility.

4. Construction Materials:

- The walkway will be constructed of high-strength concrete (minimum 4,000 psi) to withstand pedestrian traffic and environmental conditions.
- Reinforcement will include fiber mesh reinforcement to enhance structural integrity, in accordance with Section 1901 of the IBC.

5. Drainage and Surface Water Management:

- The design will incorporate proper drainage to prevent water accumulation on the walkway, adhering to Section 1803 of the IBC. The walkway will be graded to facilitate drainage away from the path.

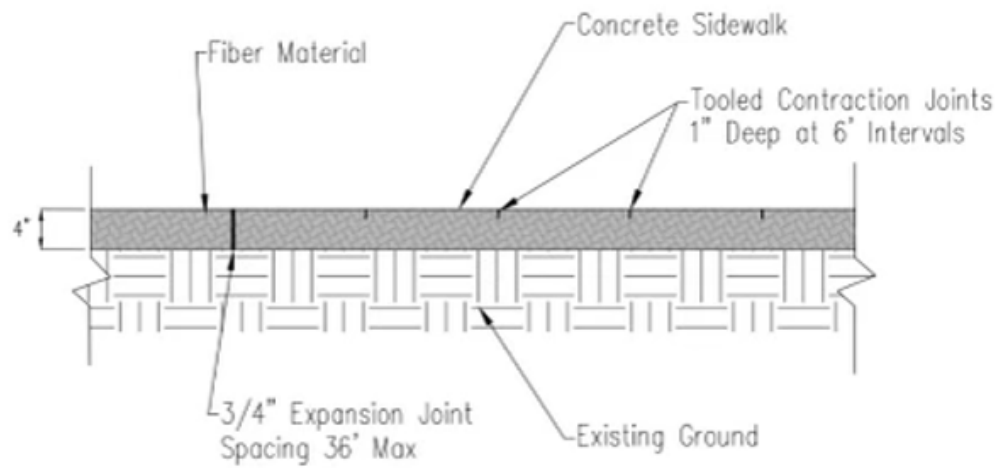
Construction Process

- Clear the area along North Irving Street and 24th Street of debris, vegetation, and existing obstructions.
- Excavate the designated walkway area to a depth of 7 inches, Install 3 inches of compacted #2 base material to ensure a stable base for the walkway allowing for a 4-inch concrete slab.
- Grade the walkway area to ensure proper drainage away from the path.
- Install expansion joints 36 inches apart

Conclusion

This proposal outlines a detailed plan for the construction of a walkway that adheres to the 2021 IBC code. By following the outlined specifications and construction processes,

we aim to provide a safe, accessible, and aesthetically pleasing walkway that enhances the pedestrian experience along North Irving Street and 24th Street.



Note: Edges are to have a tooled 1/2" radius edge.

NOTE: This application is a public record.

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

1. Personal information

Name: Heather Morris Hegwood

Address: [REDACTED]

ZIP code: 76901

Home/mobile phone: [REDACTED]

Office/mobile phone: [REDACTED]

Resident of San Angelo since: (year) 2021

City Council Single-member SMD 2

District in which you reside:

Registered San Angelo voter? (yes or no) Yes

Occupation/business affiliation: Dreamscapes (Landscaping/Landscape Construction)

Occupation/business address: 3602 S. Chadbourne St.

Title/position: Landscape Designer/Project Coordinator

Email: [REDACTED]

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

(o) Yes

3. Date

11/08/2024

4. Applying for:

(o) Parks and Recreation Advisory Board

5. Recommended by:

(Name): Karen Hesse Smith

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

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

No professional license, but have been a landscape designer in Houston and San Angelo for 30 years.

Degree in Biology

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

None

Previous municipal experience (positions, dates, where):

Volunteer EMS

Irion County

2011-2014

What personal qualifications can you bring to the board?

My experience as a landscape designer, wildlife/environmental educator, and understanding the needs for parks and recreation allow me to see things from different perspectives, as well as present ideas from a different perspective.

What is your personal vision for the City?

I want to see San Angelo grow in areas which would attract visitors as well as provide enjoyment for residents. San Angelo has a lot to offer. Plans simply need to be put forth to utilize what we have, and feel we should look forward to what we can provide to current and future generations.

Why do you want to serve on this board?

I am a 3rd generation San Angeloan as well as one who believes every town/city should have outdoor space and outdoor recreation areas for adults as well as children. It is my hope to participate in helping bring such spaces to San Angelo as a board member.

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

While living in Houston for 10 years, I was not only a landscape designer, but also a wildlife and

environmental educator. In my position as an educator, I visited schools and organizations (Boy and Girl Scout meetings, homeschool groups, etc.) to give presentations regarding our environment as a whole. In this same capacity, I was requested to give a presentation to the Rice University Environmental Lawyers group, and regularly attended meetings of the Houston-Galveston Area Council regarding environmental issues and recycling with a think-tank group. In addition, I was also a part of the Children & Nature Network, and participated in events at the Houston Zoo, Houston Discovery Green, and at the Houston Arboretum.

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all members shall comply with the laws of the nation, the State of Texas and the City of San Angelo in the performance of their public duties. If you have been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk's Office at [325-657-4405](tel:325-657-4405).

Thank you,
City of San Angelo, TX

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NOTE: This application is a public record.

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

1. Personal information

Name: Laurence Matthews Lasater JR
Address: [REDACTED]
ZIP code: 76904
Home/mobile phone: [REDACTED]
Office/mobile phone: [REDACTED]
Resident of San Angelo since: (year) 1973
City Council Single-member 1
District in which you reside:
Registered San Angelo voter? (yes or no) yes
Occupation/business affiliation: Company Printing
Occupation/business address: 3419 Knickerbocker Rd
Title/position: owner
Email: [REDACTED]

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

(o) Yes

3. Date

1/8/2024

4. Applying for:

(o) Zoning Board of Adjustment

5. Recommended by:

(Name): Tommy Hiebert

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

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

In was born in Mexico, but moved to San Angelo when I was 4. I grew up here and attended Crockett and Glenn before leaving for boarding school for High School. I graduated from the U of California Santa Cruz in 1990 (BA Literature), and then graduated from TCU's Ranch Management Program in 1993. I have been married to Leslie for 30 years, and she also grew up here. We have adult 2 sons who grew up here, and my 2 grandchildren live here. My wife and I own Company Printing and I am also in the ranching business, raising registered Beefmaster cattle around the Concho Valley.

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

Current

Board Member and past-President - Beefmaster Breeders United

Board President - Beefmaster Education Endowment Foundation

Director - Texas and Southwestern Cattle Raisers

Past

Chairman of the SA Chamber Board

United Way

West Texas Rehab Center

Williams Foundation

Deacon- First Presbyterian Church

President - San Angelo Business - Education Coalition

Previous municipal experience (positions, dates, where):

none, outside of the Chamber of Commerce.

What personal qualifications can you bring to the board?

A natural leader. Pro-business, anti-bureaucracy. Coalition builder. Broad range of experience.

What is your personal vision for the City?

A business and citizen friendly place that competes and wins against other Texas communities. A safe and orderly place where citizens can feel comfortable raising their children. A community we can be proud of.

Why do you want to serve on this board?

I want to get involved and this one presented itself.

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

I play golf (badly).

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all members shall comply with the laws of the nation, the State of Texas and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk's Office at [325-657-4405](tel:325-657-4405).

Thank you,

City of San Angelo, TX

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